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IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR THE COUNTY OF MULTNOMAH

FLORENTINA FLORES DE VEGA, HTOO
LER PAW, HEATHER FRANKLIN, VICKI
PETROTTA, BRENDA COOK, LISA
EXTEROVICH, ABDELKADIR
ABDELKADIR MOKRANI, DIANA
OROPEZA, DAVID KNELL, BRITTNEY
CIANI, STACEY QUINTERO, KATHY
SELVAGGIO, TRACY SOLORZANO, and
ERIN LACERRA, on behalf of themselves
and all others similarly situated,

Petitioners,

v.

OREGON EMPLOYMENT DEPARTMENT
and DAVID GERSTENFELD,

Respondents.

Case No. 20CV23377

JOINT MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT

ORS 20.140 - State fees deferred at filing

CERTIFICATION

The parties have conferred regarding this motion and have agreed to present it jointly.

MOTION

The parties to this action, by and through their attorneys of record herein, jointly move for final approval of the Proposed Class Action Settlement Agreement (the “Proposed Agreement,” available as exhibit 1 to the declaration of Beth Englander) pursuant to ORCP 32D. The Court gave preliminary approval of the Settlement on February 12, 2021 and directed how notice shall be given to members of the class. Having provided the notice as directed by the Court, the parties respectfully ask that this Court issue an order granting final approval of the Proposed Agreement and enter it as a final judgment in this case. A proposed Order and

1 Judgment is filed concurrently herewith. This motion is based on the accompanying points and
2 authorities and the pleadings and papers on file in this matter.

3 **ANALYSIS**

4 **A. Legal standard for final approval of class action settlement and entry of judgment.**

5 A class action “shall not be voluntarily dismissed or compromised without the approval
6 of the court, and notice of the proposed dismissal or compromise shall be given to some or all
7 members of the class in such manner as the court directs” ORCP 32 D. The “universally
8 applied standard is whether the settlement is fundamentally fair, adequate and reasonable.”
9 *Frober v. Liberty Mut. Ins. Co.*, 222 Or App 266, 275 (2008) (internal citations omitted).

10 Accordingly, the decision to approve a settlement “is committed to the sound discretion of the
11 trial judge” and the reviewing court will reverse “only upon a strong showing” of a “clear abuse
12 of discretion.” *Id.* (internal citations omitted).

13 ORCP 32 L provides that the “judgment in an action ordered maintained as a class action,
14 whether or not favorable to the class, must generally describe the members of the class
15 and must specifically identify any persons who requested exclusion from the class and are not
16 bound by the judgment.”

17 **B. Overview of the alleged claims and the Proposed Agreement.**

18 The named petitioners in this action are individuals who applied or attempted to apply for
19 unemployment benefits from the Oregon Employment Department (“OED”) and experienced
20 delays in receiving agency action upon their applications. The petitioners alleged that OED and
21 its acting director, David Gerstenfeld, unreasonably delayed taking action upon their
22 applications, in violation of ORS 184.490. The State denies these allegations.

23 The parties have engaged in a series of detailed settlement negotiations, overseen by
24 settlement Judge Katharine von Ter Stegge. The parties worked diligently to reach the
25 comprehensive Proposed Agreement.

26

1 The parties reached the Proposed Agreement as a settlement of disputed issues without
2 admission of liability in order to avoid the substantial expense and uncertainties of further
3 litigation. The parties also have committed to the Proposed Agreement, if approved by the
4 Court, in order to provide significant benefits to the class more expeditiously without waiting for
5 the outcome of disputed issues in litigation. Both petitioners and OED are committed to
6 providing unemployment benefits to qualifying Oregonians.

7 The central components of the Proposed Agreement include the following:

8 a. OED agrees to meet certain timeliness requirements.

9 i. It agrees that by March 1, 2021, the agency will be in substantial
10 compliance with federal first payment timeliness requirements as
11 reflected in the data OED provides to its federal partner, the
12 Department of Labor.

13 ii. The agency also agrees it will be in substantial compliance with the
14 federal non-monetary adjudication timeliness standards, as reflected in
15 the data OED provides to its federal partner.

16 iii. The agency also agrees to meet certain timeliness standards for
17 processing applications from the Pandemic Unemployment Assistance
18 (“PUA”) program.

19 iv. The agency further agrees to institute a “focus adjudication” program
20 to speed adjudication of certain adjudication matters.

21 v. The agency agrees to obtain data on the number of claims in suspense,
22 but not yet in adjudication. After the agency obtains data on this
23 universe of claims, the parties agree to return to the negotiation table
24 to determine a plan for resolving these potential issues. If the parties
25 are unable to agree on a solution, they will take the issue to Judge von
26 Ter Stegge for resolution.

- 1 b. The parties agree that certain conditions or events may excuse OED from its
2 timeliness obligations. Those conditions are outlined in detail in the
3 settlement agreement. The period of excuse is presumed to be 90 days, but
4 the time can be expanded or contracted by the agreement of the parties, or by
5 the ruling of Judge von Ter Stegge.
- 6 c. OED also agrees to track and report on its progress in meeting its timeliness
7 obligations. OED also agrees to make those reports available on its website.
- 8 d. OED agrees to designate a liaison to facilitate communication between
9 Oregon Law Center and OED.
- 10 e. OED agrees to maintain certain services for people with limited English
11 proficiency (“LEP”), including:
- 12 i. Making its online UI claim application available in Spanish.
- 13 ii. Making its UI and PUA applications available in ten languages other
14 than English.
- 15 iii. Continuing certain existing services for LEP individuals, including
16 dedicated phone queues, interpretation services, and a contact form
17 available for people who speak languages other than English.
- 18 iv. Allowing LEP individuals to access retroactive benefits to the same
19 extent as non-LEP individuals.
- 20 v. Conducting certain outreach activities to the LEP community,
21 including through OED’s existing equity and inclusion council.
- 22 f. The parties agree to a dispute resolution framework that requires the parties to
23 first confer with each other in an attempt to resolve differences. If the parties
24 are unable to resolve disputes without judicial assistance, they will submit
25 their disagreement to Judge von Ter Stegge.
- 26

1 g. The settlement agreement will terminate upon seven consecutive months of
2 compliance or ten non-consecutive months of compliance. The agreement
3 will terminate automatically after eighteen months. Oregon Law Center may
4 seek one six-month extension beyond the eighteen months, under certain
5 circumstances.

6 **C. The Notice of Class Action Settlement was provided as directed by the Court.**

7 The Court approved the form of notice (entitled “Notice of Class Action Settlement”)
8 provided with the parties’ Joint Motion for Preliminary Approval of Proposed Class Action
9 Settlement. The Court directed that this notice be provided by to class members on or before
10 February 12, 2021: (1) by being placed on the websites of OED and Oregon Law Center; (2) by
11 OED providing links to the notice through its social media channels, and that OED
12 communications staff translate the parties’ joint press release into Spanish; and (3) by OED
13 providing a press release to Spanish Language news organizations, including TVJAM, an
14 organization that petitioners have identified that is well suited to reach Spanish language LEP
15 individuals.

16 The Notice of Class Action Settlement was posted in English and Spanish on OED’s and
17 Oregon Law Center’s websites on February 12, 2021.¹ Babel notices in ten languages including
18 English were also posted, directing individuals with Limited English Proficiency to call a
19 dedicated phone line maintained by Oregon Law Center to request a call back with an interpreter.
20 Declaration of Lindsy Leahy (“Leahy Decl.”) ¶ 2; Declaration of Beth Englander (“Englander
21 Decl.”). A true and correct copy of the notice in English is attached hereto as Exhibit 2 to the
22 declaration of Beth Englander. OED also placed links to the notice on its social media channels
23 and provided Spanish language press release to news organizations, including TVJAM.

24
25 ¹ OED originally posted a hyperlink to the notice hosted on OLC’s website. Within a few days,
26 OED replaced the hyperlink with a copy of the notice that was hosted on OED’s website.
Throughout the relevant time period, OED’s website always maintained a way for its users to
access the notice.

1 **D. Summary of objections received from class members.**

2 The Notice of Class Action Settlement informed class members that if they objected to
3 any part of the Proposed Agreement, they needed to send written objections to Oregon Law
4 Center by March 5, 2021, and informed them they have the right to attend the fairness hearing
5 set for March 16, 2021. *See* Exhibit 2 to the declaration of Englander.

6 In order to allow class members to object to the proposed settlement in this case, Oregon
7 Law Center created a dedicated email address to which people could send objections to the
8 proposed settlement. Englander Decl. 3. Pathways for objection to the proposed settlement were
9 included in the notice and were posted in English and Spanish on Oregon Law Center’s website
10 and social media. *Id.*

11 Oregon Law Center also opened a phone line for non-English speakers to call and request
12 a call back with an interpreter so that they could get information about the settlement. *Id.*
13 Though not an official objections pathway, Oregon Law Center offered all individuals who
14 called this line the opportunity to object to the settlement. *Id.* This phone number was provided
15 in the class Notice (accompanied by “tag lines” in ten languages) and was posted on Oregon Law
16 Center’s website. *Id.*

17 Oregon Law Center received six emails regarding the settlement. *Id.* at 7. Oregon Law
18 Center did not receive any letters through the mail with objections. *Id.* at 6. The majority of the
19 email contacts were from people requesting individualized assistance with unemployment benefit
20 issues. *Id.* at 7. Everyone who called the phone line for non-English speakers received a call
21 back from Oregon Law Center staff, with an interpreter when needed. *Id.* at 5. No caller had an
22 objection to the proposed settlement. *Id.* at 5.

23 Of those individuals who sent an email to the Class Action Objections email address
24 created for this case, three provided information indicating that they are members of the class
25 and expressed objections to the proposed settlement. *Id.* at 8. One of those three requested that
26 his name not be publicly released in connection with his objection. *Id.* at 8. Two of the three

1 class members with objections requested to speak at the Fairness Hearing. *Id.* at 8. One
2 additional person emailed her objection to the case and requested to speak at the fairness hearing.
3 According to information provided by this individual, she is not currently a class member.

4 The objections to the proposed settlement generally assert the settlement is insufficient
5 because it does not levy any financial penalties on Respondents in this case, and does not
6 compensate class members who incurred specific expenses, or were otherwise harmed by long
7 delays they and other Oregonians experienced while waiting for unemployment benefits. The
8 full text of the objections is provided for the court in Exhibit 3 to the Declaration of Beth
9 Englander.

10 Petitioners are extremely sympathetic to the objections and agree the objectors and other
11 class members suffer or suffered financial and other harm as a result of the long wait times for
12 unemployment benefits decisions. *Id.* Nevertheless, it is Oregon Law Center's position that the
13 proposed settlement is a fair and adequate resolution of the class claims. *Id.* Class counsel
14 carefully considered all legal options prior to filing and throughout litigating this case, and
15 conducted a thorough investigation into the viability of claims for damages. *Id.* Despite
16 abundant evidence of widespread harm caused by the delays, class counsel reluctantly concluded
17 that Petitioners were unlikely to succeed in obtaining statutory damages, punitive damages, or
18 damages in tort. *Id.* The claims available to address the long delays were limited by sovereign
19 immunity and the Oregon APA, which impose substantial limits on the availability of money
20 damages and financial sanctions in suits involving the actions of governmental agencies. Class
21 counsel advised the named petitioners and class representatives about the available claims, and
22 Petitioners decided that a suit for injunctive relief was the appropriate course. *Id.* This settlement
23 does not redress the financial harms the delays caused for class members, but it is nevertheless a
24 fair and adequate settlement because, under the circumstances of this case, it is extremely
25 unlikely that a court would award the type of financial compensation the objectors seek.

26

1 **D. The Court should give final approval of the Settlement Agreement because it is fair,**
2 **adequate, and reasonable and the notice provided to the class reasonably and fairly**
3 **apprised the class of the settlement terms.**

4 On February 12, 2021, this Court preliminarily approved the Proposed Agreement
5 because it is fair, reasonable, and adequate. As described above, the class has now been
6 reasonably and fairly apprised of the terms of the Proposed Agreement as directed by the Court.
7 Because the Proposed Agreement is fair, adequate and reasonable, the parties respectfully
8 request that the Court give final approval and order that the parties implement it according to its
9 terms.

10 **CONCLUSION**

11 The parties respectfully request that the Court grant their Joint Motion for Final Approval
12 of Proposed Class Action Settlement and enter it as a final judgment in this matter. A proposed
13 Order and Judgment which comports with ORCP 32 L is filed concurrently herewith for the
14 Court's consideration.

15 DATED March 15, 2021.

16 Respectfully submitted,

17 ELLEN F. ROSENBLUM
18 Attorney General

19 s/ Carla A. Scott

20 JUSTIN EMERSON KIDD #094070

21 CARLA A. SCOTT #054725

22 Assistant Attorney General

23 Trial Attorneys

24 Tel (503) 947-4700

25 Fax (503) 947-4791

26 Justin.Kidd@doj.state.or.us

carla.a.scott@doj.state.or.us

Of Attorneys for Respondents

1 **CERTIFICATE OF SERVICE**

2 I certify that on March 15, 2021, I served the foregoing JOINT MOTION FOR FINAL
3 APPROVAL ON CLASS ACTION SETTLEMENT upon the parties hereto by the method
4 indicated below, and addressed to the following:

5 **Beth Englander**
6 **Stephen S. Walters**
7 **Kelsey Heilman**
8 **Emily Teplin Fox**
Oregon Law Center
9 522 SW 5th Ave Ste 812
Portland, OR 97204
Attorneys for Petitioners

HAND DELIVERY
 MAIL DELIVERY
 OVERNIGHT MAIL
 SERVED BY E-FILING
 EMAIL DELIVERY

10 **Julie R. Samples**
Oregon Law Center
11 328 W. Main St., Ste A200
12 Hillsboro, OR 97123
Attorney for Petitioners

HAND DELIVERY
 MAIL DELIVERY
 OVERNIGHT MAIL
 SERVED BY E-FILING
 EMAIL DELIVERY

13
14
15 *s/ Carla A. Scott*
16 JUSTIN EMERSON KIDD #094070
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20 Of Attorneys for Respondents
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IN THE CIRCUIT COURT FOR THE STATE OF OREGON
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FLORENTINA FLORES DE VEGA,
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MOKRANI, DIANA OROPEZA, DAVID
KNELL, BRITTNEY CIANI, STACEY
QUINTERO, KATHY SELVAGGIO,
TRACY SOLORZANO, TERRY
PATTERSON, and ERIN LACERRA, on
behalf of themselves and all others
similarly situated,

Petitioners,

v.

OREGON EMPLOYMENT
DEPARTMENT and DAVID
GERSTENFELD,

Respondents.

Case No. 20CV23377

**DECLARATION OF BETH ENGLANDER
IN SUPPORT OF JOINT MOTION FOR
FINAL APPROVAL OF SETTLEMENT**

I, BETH ENGLANDER, hereby declare:

1. I am one of the attorneys from the Oregon Law Center representing Petitioners in this case. I have actual and personal knowledge of the issues attested to in this declaration.

- 1 2. Attached are true and accurate copies of the Settlement proposed by both parties
2 in this case (Exhibit 1), the Notice of Proposed Class Settlement distributed and
3 published by the Oregon Law Center and Oregon Employment Department
4 (Exhibit 2), and an exhibit detailing the written objections to the settlement
5 received by counsel for Petitioners in this case from after Notice of the proposed
6 class settlement was published and distributed (Exhibit 3).
- 7
- 8 3. On February 12, 2021, counsel for Petitioners, Oregon Law Center, published the
9 Notice of Proposed Settlement of Class Action Lawsuit (Exhibit 2) by putting it
10 on our website, social media, and by sharing it electronically with community
11 organizations. On that same day, Oregon Law Center activated an email address
12 to which people could send objections to the proposed settlement. Also on that
13 day, Oregon Law Center activated a phone number for non-English speakers to
14 call and leave a message either with objections or to request more information
15 about the lawsuit and proposed settlement.
- 16
- 17 4. Oregon Law Center sent messages to anyone who contacted us through the
18 objections email with questions to help us determine if the sender was a class
19 member, to clarify their objection, and to ask whether the sender wanted to voice
20 objections at the final Fairness hearing.
- 21
- 22 5. Oregon Law Center staff returned all phone messages received with the
23 appropriate interpreters, when needed. No caller objected to the proposed
24 settlement.
- 25
- 26

- 1 6. Oregon Law Center did not receive any letters sent through the mail with
2 objections to the proposed settlement.
- 3 7. Oregon Law Center received six emails communicating objections to the
4 proposed class settlement. Oregon Law Center received additional emails to the
5 special email address created for Class Action Objections, but those were
6 determined to be exclusively requests for individualized assistance with
7 unemployment benefits issues.
- 8 8. Of the six emails communicating actual objections to the proposed settlement,
9 Oregon Law Center was able to confirm that three were from class members. Of
10 those three, one preferred to remain anonymous. The two remaining objectors
11 who are also class members, Uriel Strugo and Derrick Mcnair, indicated that they
12 would also like to speak at the Fairness hearing.
- 13 9. Oregon Law Center provided the three class member objectors with the
14 information necessary to call in to the Fairness hearing if they so wish.
- 15
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20 **I hereby declare that the above statement is true to the best of my knowledge and belief,
21 and that I understand it is made for use as evidence in court and is subject to penalty of
22 perjury.**

23 3-15-21
24 Date

25 /s/ Beth Englander
26 Beth Englander

PROPOSED CLASS-ACTION SETTLEMENT AGREEMENT

I. INTRODUCTION AND GENERAL AGREEMENTS

- A. The parties wish to settle *Flores de Vega, et al v. OED, et al*, Multnomah County Circuit Court Case No. 20CV23377 (the Action).
- B. Petitioners are: (1) a main class consisting of all individuals who have been partially or totally unemployed between March 1, 2020 and the Effective Date of this Agreement; have applied or attempted to apply for unemployment benefits distributed by the Oregon Employment Department; and have been waiting longer than four weeks since applying or attempting to apply without receiving either payment, or a denial, for at least one week of benefits other than the initial waiting week; and (2) a sub-class consisting of those in the main class who have applied for or attempted to apply for Pandemic Unemployment Assistance (PUA) benefits.
- C. Respondents are the Oregon Employment Department (OED) and David Gerstenfeld, the acting Director of OED (collectively OED).
- D. This Settlement Agreement (Settlement Agreement) is a final settlement of all claims that are asserted in the Action, and has the same preclusive effect as if it were a judgment following a judicial decision on the merits in a class action lawsuit.
- E. OED disputes the allegations in the Action. This Settlement Agreement is not an admission of liability, and OED denies that it is in violation of any laws.
- F. The parties represent and acknowledge that this Settlement Agreement is the result of extensive, thorough, and good faith negotiations. The parties further represent and acknowledge that the terms of this Settlement Agreement have been voluntarily accepted, after consultation with counsel, for the purpose of making this Settlement Agreement.
- G. The venue for all legal actions concerning this Settlement Agreement will be in the Multnomah County Circuit Court.
- H. Judge Katharine von Ter Stegge shall resolve any disputes that may arise under this Settlement Agreement pursuant to section IX below. Any decision Judge von Ter Stegge issues resolving disputes under this settlement will be in the form of a judgment appealable as would be any other judgment issued by a circuit court judge. If Judge von Ter Stegge is

unavailable, the Chief Judge of the Multnomah County Circuit Court will assign a judge to resolve the dispute. The parties shall retain their rights under Oregon law to object to any assigned judge other than Judge von Ter Stegge.

II. DEFINITIONS

For the purposes of this Settlement Agreement only, the following definitions apply.

- A. "Effective Date" means the date on which this Settlement Agreement has been fully executed by all parties and an appropriate order approving it has been entered by the court.
- B. "UI" means traditional unemployment insurance.
- C. "EB" means the Extended Benefits program, including High Extended Benefits.
- D. "PUA" means the Pandemic Unemployment Assistance program established by Congress to provide COVID-19 emergency unemployment benefits for certain individuals who are not eligible for UI.
- E. "PEUC" means Pandemic Emergency Unemployment Compensation, which is for people who have run out of their UI benefits.
- F. "Identity Verification Issues" means any claim where OED is required to, or has reasonable cause to verify the identity of the customer before the agency may pay, or continue to pay, benefits to the customer, in order to detect and avoid identity theft fraud.

III. TIMELINESS REQUIREMENTS

Except as indicated in Section IV, OED commits to the following steps in order to resolve the Action with finality:

- A. OED shall be in substantial compliance with the federal first payment timeliness requirements by March 1, 2021 reflected in the ETA 9050 report required by the U.S. Department of Labor (U.S. DOL) for the period ending March 31, 2021.
- B. OED shall be in substantial compliance with the federal non-monetary adjudication timeliness by April 1, 2021 reflected in the ETA 9052 report required by the U.S. DOL for the period ending April 30, 2021.
- C. OED will complete the initial processing of 80% of initial benefit claims for UI, and 80% of initial benefits claims filed on or before December 26, 2020 for PUA, within 21 days of the claim being filed. This initial

processing will include either sending a notification that the claimant has a valid claim and the amount of benefits they are potentially eligible for under that claim, or providing an appealable notification that the claimant does not have a valid claim under the program applied for. This term does not apply to applications that do not have enough identifying information to provide notification.

- D. For PUA claims filed after December 27, 2020, by March 31, 2021, OED will complete the initial processing, as described in Section III.C, of 80% of initial benefit claims within 21 days of the claim being filed.
- E. OED has instituted an initial focus adjudication initiative that successfully addressed the oldest claims in the adjudication queue. At the completion of this initial initiative in January 2021, OED will assess what worked about that project, and will institute a second focus adjudication initiative (Focus Adjudication Initiative) for the items in the adjudication queue on or about January 13, 2021. At that time, OED will take a snapshot of all issues that are known to need adjudication (Focus Adjudication Group).
- F. The Focus Adjudication Group will be comprised of anyone who, on the date the snapshot is taken, has an issue on one or more weeks that has been identified as requiring adjudication. Whether an issue has been identified as requiring adjudication will be measured by whether a folder has been set up in OED's imaging system for that issue to be assigned for adjudication. Most of these claims will also be included in, as a subset of, the claims included in the report described in Section V.B. The report described in Section V.B. will also include many other people's claims, many of which will never require adjudication, but some of which will later be determined to require adjudication.
- G. By March 1, 2021, OED will have issued a decision or payment on all issues within the Focus Adjudication Group.
- H. After the deadline for submitting the first report described in Section V.B, the parties will meet to negotiate a timeframe for resolving the items on that report. If the parties cannot, by May 8, 2021, agree on a timeframe for resolving the items on that report, the parties will present their proposals to Judge von Ter Stegge who will decide what timeframe and resolution shall apply.

IV. SECTION III INAPPLICABLE IN CERTAIN EVENTS

Section III shall be inapplicable:

- A. to any claims with potential identity verification issues;
- B. to any claims that experience delays because OED is waiting or has waited for other external parties (excluding employers) to provide necessary

information, including but not limited to immigration status information from the federal government, and wage information from other states or the federal government for combined wage claims;

- C. in the event of substantial and material changes in federal or state law, including but not limited to changes in U.S. DOL guidance that substantially affect OED's ability to comply;
- D. in the event that the number of initial or continued claims filed increases by 30% or more over the number of claims filed in the previous month;
- E. in the event that the number of issues referred for potential investigation (e.g., imprisonment, rejection of employment offers, etc.) increases by 30% or more over the number of such issues in the previous month;
- F. in the event that the COVID-19 pandemic, any other natural disaster, state of emergency, or public health crisis substantially interferes with OED's ability to comply with the agency's obligations (for example, if a COVID-19 outbreak within OED renders compliance impossible);
- G. in the event that budgetary factors outside of OED's control, including but not limited to state and federal budget cuts, render compliance impossible; and/or
- H. any other circumstance which Judge von Ter Stegge determines excuses performance.
- I. Subsections IV.C-H shall render Section III inapplicable for a time period presumed to be 90 days. This time period may be shortened or extended further by mutual agreement of the parties or as outlined in subsection IV.J..
- J. When circumstances trigger application of subsections IV.C-H, OED shall notify Oregon Law Center within 7 business days. If the parties disagree about the applicability of Section IV, or about whether the excuse period should be shortened or lengthened to some period other than 90 days, the parties shall follow the dispute resolution process in Section IX. If either or both of these two questions goes before Judge von Ter Stegge, the standard of review shall be whether substantial evidence, as that term is used in ORS 183.484(5)(c), supports the agency's contention that an excuse applies, and whether substantial evidence, as that term is used in ORS 183.484(5)(c), supports the duration of the agency's proposed period of excuse.

V. REPORTING AND MEASURE OF COMPLIANCE WITH SECTION III.

- A. Compliance with Section III, A-B, shall be measured based on reports that OED submits to the U.S. DOL. OED will submit the reports reflecting first payment timelines and non-monetary determination timeliness to Oregon Law Center within one business day of when they are submitted to U.S. DOL, starting with the reports for the period ending March 31, 2021.
- B. On a monthly basis, starting no later than 45 days after the Effective Date of this Settlement Agreement, OED will provide a report to Oregon Law Center containing a summary of the number of people who have claimed a week of benefits under UI, PEUC, EB or PUA and who have not either been paid for that week, or been notified by OED that they are not eligible for benefits for that week and the reason why, or been notified by OED about what additional information the person needs to provide or what additional action the person needs to take in order to potentially be eligible for benefits. This monthly report will address people whose weeks at issue are more than four weeks prior to the report date and include when the suspense code was put on that week at least four weeks prior to the report date. This report does not need to include people who have been paid under any employment program for the week in question.
- C. OED shall provide Oregon Law Center with monthly reports reflecting the status of UI and PUA claims covered by Section III.C-D.
- D. OED shall provide Oregon Law Center with monthly reports reflecting the progress of the Focus Adjudication Initiative described in Section III.E-G. The reports will include a static introduction stating (1) the date on which the snapshot was taken which assessed how many people's claims would be included in the Focus Adjudication Group; (2) the number of people with claims included in the Focus Adjudication Group; (3) the criteria for inclusion of claims in the Focus Adjudication Group described above in Section III.F. The reports will list the number of people with claims in the Focus Adjudication Initiative still waiting for adjudication at the time of the report. This reporting duty shall terminate after the month during which OED reports it has resolved all claims in the Focus Adjudication Group.
- E. OED will make the reports it creates under this Section available on its website.

VI. DESIGNATION OF DEPARTMENT LIAISON

- A. OED shall designate one or more people to serve as liaison and primary point of contact between class counsel and OED on the following issues:
 - (1) understanding the data and reports provided under Section V; and
 - (2) individual OLC client issues.
- B. OED may designate a DOJ lawyer or an OED employee as its liaison as appropriate.

VII. SERVICES FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY (LEP)

- A. OED will make its regular UI initial claim application available in Spanish on the current Online Claim System. OED is making best efforts to complete this project as quickly as possible and anticipates it will be available by May 1, 2021. If unanticipated events render compliance impossible by May 1, 2021, then OED will communicate to OLC the reasons for the delay and the new anticipated date. If OLC is unsatisfied with the reasons or the proposed new date, the parties will take the matter to Judge von Ter Stegge for resolution.
- B. OED will make online applications for UI and PUA available in a minimum of ten languages, to be determined by OED's language assessment process and through its modernization project. Until this is achieved, OED will make paper and downloadable pdf applications in a minimum of ten languages.
- C. OED agrees to continue the following services for LEP individuals:
 - (1) Dedicated phone queues for individuals who speak Spanish, Russian, or Vietnamese (accessible through the 1-877-345-3484 toll free number); this line will also continue to offer an option for those who speak languages other than English with appropriate interpreters.
 - (2) Use of telephone interpreter services to communicate with people in languages other than English, Spanish, Russian, and Vietnamese, or when OED employees who are not fluent in Spanish, Russian, or Vietnamese are helping callers who prefer to speak in those languages.
 - (3) Maintain information about applying for benefits in multiple languages on OED's public facing website.

- (4) Maintain a contact us form or equivalent method for people to request that OED contact them, or someone seeking OED services, in a language other than English.
- D. OED will allow LEP individuals to access retroactive benefits to the same extent non LEP individuals are permitted to access retroactive benefits, consistent with state and federal law.
- E. OED will engage in outreach to the LEP population regarding availability of retroactive benefits as appropriate. OED's equity and inclusion council will create and OED will implement a plan to this effect. OED will share this plan with the Oregon Law Center.
- F. OED's equity and inclusion council will, on a regular basis, consult with LEP individuals and organizations advocating for LEP and immigrant communities to ascertain how well LEP populations are able to access and use OED's benefit programs and identify ways OED could better serve LEP individuals.

VIII. PROCESS FOR COURT APPROVAL OF ENFORCEABLE CLASS-ACTION SETTLEMENT AGREEMENT

- A. Upon execution of this agreement by all of the parties, the parties will jointly request approval of this proposed Settlement Agreement pursuant to Oregon Rule of Civil Procedure 32 D from the judge currently assigned to this case, the Honorable Judith Matarazzo. Prior to court approval, OED shall provide notice of this proposed Settlement Agreement to members of the class in such manner as Judge Matarazzo directs.
- B. If approved, the parties shall jointly submit an order and judgment for the court to enter this Settlement Agreement as a final order and judgment of the court. The court shall retain jurisdiction over the Settlement Agreement according to its terms until its termination.
- C. Upon court approval:
 - (1) The terms of the proposed Settlement Agreement shall control any future proceedings in this case.
 - (2) All class members shall have the right to enforce this Settlement Agreement through class counsel, Oregon Law Center.
 - (3) The Settlement Agreement shall have the same preclusive effect for class members as if it were a judicial decision on the merits in a class action lawsuit.

IX. DISPUTE RESOLUTION AND ENFORCEMENT

- A. For purposes of this section, “substantial compliance” means something less than strict and literal compliance with every provision of this Settlement Agreement. Rather, deviations from the terms of the Settlement Agreement may occur, provided any such deviations are unintentional and so do not substantially defeat the object which the parties intend to accomplish, or to impair the structure of the Settlement Agreement as a whole.
- B. If Petitioners believe that OED has failed to be in substantial compliance with any obligation under this Settlement Agreement, Petitioners must, before initiating any court proceeding to remedy such failure or seek additional relief, give written notice to OED which sets forth with specificity the details of the alleged failure to remain in substantial compliance.
- C. OED shall have 7 business days from the date of such written notice to respond in writing by denying that the alleged failure to remain in substantial compliance has occurred, or by accepting the allegation of failure to remain in substantial compliance and proposing steps that OED will take, and by when according to OED’s best estimate, to cure the alleged noncompliance.
- D. If OED fails to respond within 7 business days or denies that it has failed to remain in substantial compliance, or fails to commence the steps it proposed to cure the alleged noncompliance within 10 days of its proposal (or another time frame if mutually agreed upon by the parties in writing), or if the Petitioners do not believe that OED’s steps will cure, Petitioners may seek appropriate relief from Judge von Ter Stegge.
- E. In any enforcement proceeding allowed under this Settlement Agreement, Petitioners shall bear the burden of proving a lack of substantial compliance with Section III. OED shall bear the burden of proving that any exceptions within Section IV apply to excuse performance with Section III.
- F. Appropriate relief shall be limited to that which is tailored to compel compliance with the Settlement Agreement and confined to the type of relief that a court may award to ensure compliance with an order to compel agency action pursuant to ORS 183.490.
- G. Judge von Ter Stegge shall determine how any hearing shall proceed and shall determine the scope and means of discovery, if any, in enforcement proceedings, but the parties agree that the scope and means of discovery shall be as narrow and cost-effective as possible in all instances, and

consistent with an expedited hearing schedule. Petitioners must make a showing of their need for discovery. OED may oppose the requested discovery.

X. JOINT PRESS RELEASE

The parties agree to announce this settlement in a joint press release describing their desire to avoid unnecessary litigation and instead work together in improving OED's timeliness in serving unemployed Oregonians.

XI. TERMINATION OF THE SETTLEMENT AGREEMENT

- A. This Settlement Agreement shall terminate:
- (1) upon 7 consecutive months of OED's substantial compliance with its terms or upon 10 non-consecutive months of substantial compliance (without application of Section IV), or upon 18 months following the Effective Date, whichever occurs first; or
 - (2) upon mutual written agreement by the parties.
 - (3) If OED has not achieved substantial compliance with the Settlement Agreement for 7 consecutive months or 10 non-consecutive months within 18 months following the Effective Date or in the event that Section IV.C-H has been applied for more than 9 months, Oregon Law Center may seek an appropriate extension of this agreement (of no more than an additional 6 months) from the court after following the notice and conferral provisions in Section IX. For any such extension, the parties agree to provide notice to then-existing class members in the same manner notice is provided to obtain approval of this agreement pursuant to Section VIII.
- B. Upon termination of this Settlement Agreement, the parties agree to file a joint notice with the court effecting termination.

XII. GENERAL PROVISIONS

- A. Failure by any party to enforce this entire Settlement Agreement or any provision thereof with respect to any deadline or any other provision herein shall not be construed as a waiver, including the party's right to enforce other deadlines and provisions of this Settlement Agreement.
- B. The parties shall promptly notify each other of any court or administrative challenge to this Settlement Agreement or any portion thereof, and shall defend against any challenge to the Settlement Agreement.

- C. Nothing in this Settlement Agreement requires OED to take actions inconsistent with state or federal law or state or federal funding requirements.
- D. The signatures below of officials and attorneys representing Petitioners and OED signify that these parties have given their final approval to this Settlement Agreement. Each party to this Settlement Agreement represents and warrants that the person who has signed this Settlement Agreement on behalf of his or her entity or clients is duly authorized to enter into this Settlement Agreement and to bind that party to the terms and conditions of this Settlement Agreement.
- E. This Settlement Agreement and any documents incorporated by reference constitute the entire integrated Settlement Agreement of the parties. No prior or contemporaneous communications, oral or written, or prior drafts shall be relevant or admissible for purposes of determining the meaning of any provisions herein in any litigation or any other proceeding.
- F. This Settlement Agreement may be executed in counterparts, each of which shall be deemed an original, and the counterparts shall together constitute one and the same Settlement Agreement, notwithstanding that each party is not a signatory to the original or the same counterpart. All references to signature or execution of the Settlement Agreement shall be calculated from the date on which the last party executed the Settlement Agreement.

XIII. NOTICE

When notice under this Settlement Agreement is to be provided to Petitioners, it will be provided by electronic mail to each of the following or their successors:

OREGON LAW CENTER
522 SW 5th Avenue, Suite 812
Portland, OR 97204

When notice is to be provided to OED under this Settlement Agreement it will be provided by mail to each of the following:

Attorney General
Oregon Department of Justice
1162 Court Street NE
Salem, OR 97301-4096

General Counsel
Oregon Department of Justice
1162 Court Street NE
Salem, OR 97301

Director of the Oregon Employment Department
875 Union Street NE
Salem, OR 97311-0024

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Oregon Employment Department

By: /s/ David Gerstenfeld 2/2/21
Date

Printed Name: David Gerstenfeld

Title: Acting Director of the Oregon Employment Department

/s/ David Gerstenfeld 2/2/21
Date
David Gerstenfeld, in his capacity as Acting
Director of the Oregon Employment
Department

/a/ Florentina Flores De Vega 2/1/21
Date
Florentina Flores De Vega, Petitioner and
Class Representative

/s/ Heather Franklin 2/1/21
Date
Heather Franklin, Petitioner and Class
Representative

/s/ Htoo Ler Paw 2/1/21
Date
Htoo Ler Paw, Petitioner

/s/ Victoria Petrotta 2/1/21
Date
Victoria Petrotta, Petitioner

/s/ Brenda Cook 2/1/21
Date
Brenda Cook, Petitioner

/s/ Lisa Exterovich 2/1/21
Date
Lisa Exterovich, Petitioner

/s/ Abdelkadir Mokrani 2/1/21
Date
Abdelkadir Mokrani, Petitioner

/s/ Diana Oropeza 2/1/21

Diana Oropeza, Petitioner	Date
/s/ David Knell David Knell, Petitioner and Class Representative	2/1/21 Date
/s/ Brittney Ciani Brittney Ciani, Petitioner and Class Representative	2/1/21 Date
/s/ Stacey Quintero Stacey Quintero, Petitioner and Class Representative	2/1/21 Date
/s/ Kathleen Selvaggio Kathleen Selvaggio, Petitioner and Class Representative	2/1/21 Date
/s/ Tracy Solorzano Tracy Solorzano, Petitioner and Class Representative	2/1/21 Date
/s/ Erin LaCerra Erin LaCerra, Petitioner and Class Representative	2/1/21 Date

Approved: /s/ Justin Kidd

OREGON DEPARTMENT OF JUSTICE

2/2/21
Date

Printed Name: Justin Emerson Kidd
Of Attorneys for Respondents

Approved: /s/ Kelsey Heilman

OREGON LAW CENTER

Printed Name: Kelsey Heilman
Of Attorneys for Petitioners

Date 2/2/21

NOTICE OF CLASS ACTION SETTLEMENT

The COVID-19 pandemic caused an unprecedented surge in applications for unemployment benefits. In July 2020, a group of unemployed Oregonians filed a class action lawsuit against the Oregon Employment Department (“OED”), arguing that the state was unreasonably delaying making final decisions on their claims for unemployment benefits. This notice summarizes the terms of a proposed settlement of the lawsuit and gives important information about class members’ rights.

Who is a class member?

You are a member of the class if you:

- Were partially or totally unemployed between March 1, 2020, and the present;
- Applied or attempted to apply for unemployment benefits distributed by OED; and
- Have been waiting longer than four weeks since applying or attempting to apply without receiving either payment, or a denial, for at least one week of benefits other than the initial waiting week

Who represents the class?

The court appointed Oregon Law Center as lawyers for the class. Oregon Law Center is a nonprofit that provides free legal representation to Oregonians in civil cases, including in disputes related to public benefits like unemployment insurance.

What are the terms of the proposed settlement?

This notice contains a short summary of the main parts of the agreement. You can read the full text of the proposed settlement and review answers to Frequently Asked Questions at [INSERT WEBSITE ADDRESS].

Under the settlement, OED agrees to:

1. By March 1, meet federal timeliness standards for paying benefits when they are due and, by April 1, meet federal timeliness standards for adjudicating (deciding) disputes about eligibility.
2. Process initial applications for UI and PUA more quickly.
3. By March 1, completely work through the “adjudication backlog.” This means that all claims waiting for adjudication in mid-January will resolved (paid or denied) by March 1.
4. Address long wait times for people whose benefits have started and stopped, but who don’t need adjudication.

5. Make regular, public reports on their progress for items 1-4 above.
6. Make online and paper/PDF applications for benefits available in languages other than English.
7. Allow eligible Limited English Proficient (“LEP”) individuals who couldn’t apply for unemployment benefits because of language barriers ask for benefits back to the date they lost work to the extent the law allows.
8. Improve phone access for LEP individuals and create plan to address language barriers for people applying for benefits.

Although class members who are eligible for benefits may get paid more quickly, no class member will receive any additional money as part of the settlement. Oregon Law Center is not receiving any attorney’s fees as part of the settlement.

OED is not admitting liability as part of this settlement, but has agreed to take the steps above, which it believes are in the interest of all Oregonians.

If OED violates the agreement, Oregon Law Center attorneys can ask the settlement judge to take action to ensure that OED lives up to its promises. Under certain circumstances—for example, if there is a large increase in new claims, a natural disaster, or another event that substantially interferes with OED’s ability to make prompt decisions—OED’s obligations are “paused” for 90 days.

The settlement agreement will end after OED has met its obligation for 7 months in a row, has met its obligations for 10 months total, or after 18 months have passed. However, if the settlement isn’t completed in 18 months and OED has had too many “pauses”, the settlement agreement could be extended.

What if I don’t agree with the settlement?

If you are a class member, you have a right to object to any part of the settlement agreement. You can write to the class attorneys at [INSERT EMAIL ADDRESS] or [INSERT MAILING ADDRESS] to explain your objections. The deadline to send written objections is Friday, March 5, 2021.

What happens next?

The court must evaluate the proposed agreement, take into account any objections, and approve the settlement if it is a fair and equitable resolution of the claims. Multnomah County Circuit Court has scheduled a fairness hearing by telephone for [DATE AND TIME OF HEARING]. You have a right to call into the hearing by dialing [INSERT PHONE NUMBER] and using [INSERT CODE.] You are not required to attend the hearing.

Written Objections to Proposed Class Action Settlement Flores de Vega v. OED
 Exhibit 3 - ISO Motion for Final Approval of Settlement
 DRAFT

Name	Objection Text
Uriel Strugo	<p>I don't see how the objects proposal would help Myself or others dig themselves out of dept. nor would it realistically prevent this sort of SS incompetence . I am an English second language citizen and disagree with the settlement. I have been waiting months for any sort of payment. I have been told so many different things by the unemployment department. I have Ben denied then accepted only to be denied again so many errors were made in my claim I don't know if it's a language barrier or sheer incompetence. At this point it looks like my pua clam has expired and will not. E receiving retroactive pay. I claimed on dec 25 am still waiting for any sort of compensation. This is truly disheartening as I would think I would get the same dignity and respect as my fellow coworkers, but that sadly seems not to be the case. I made sure to submit all the documentation and then some. I went above and beyond carefully working my very hardest to provide only the upmost accuracy in my claim. That seem to have backfired as everyone one who self certified got Benefits immediately, where I have Been left to accrue dept and preparing for bankruptcy in my mid 20s. I was finally able to get thought to someone that provided some assistance. And they told me because excess earnings were reported I would need to provide pay subs to prove Otherwise. Keep in mind the errors were not on my part. I was told if I faxed them Friday the earliest they would be looked at would be March 14th by then most of the programs and my claims would expire. I understand increased demand. However 99% of the people i spoke with were so unprofessional its was shocking. It seemed as it was a bother to ask them simple questions. Lastly I had been on the phone for several hours 6 or so on more than 4 occasions and was told I had two minutes remaining wait for 45 minutes only to have the lines disconnected 15 minutes early. That was just unexepytale. I would like to share my experiences with language barriers among other shortcomings of the program. Again would like to emphasize my empathy for those few dedicated individuals. Oh and failed to mention they UI department claimed to have no way for me to email my pay subs then and there when on the phone with them and my only option was to use the contact Portal/which i have begged for assistant over 5 times and havent heard anything. Or fax and to expect another month or more. I have spoken to many individuals who have stopped trying and plan on collecting signatures/ and encouraging they speak at this hearing and have their voices heard. We pay our taxes so why are the benefits not reaching the people who need it most. Look forward to a appropriate venue to voice these concerns .</p> <p>Thanks for your time! stay Heathy! Uri strugo</p>
Objection by individual requesting anonymity	<p>I do Not want my full legal name or anything that could identify me for retaliation used in the public forum of court. I need to talk with someone about this. Thank you. (name deleted) The State of Oregon acted in bad faith for the better part of One Year allowing its employees to comfortably draw salaries while Oregonians suffered due to their inaction, incompetence, negligence, or worse. 2)The State of Oregon attempted to continue its mismanagement of</p>

	<p>Unemployment Benefits by cynically requesting a Summary Judgement to Dismiss by claiming the lawsuit was “moot” because it finally paid the fourteen plaintiffs the benefits to which they were entitled. 3) Additionally, State opposed the creation of a “Class Action”. One can reasonably infer the State fully intended to continue on with business as usual and require any other individuals being mis-served by the State to file additional lawsuits at great effort and expense to force the State to perform its duties. These cynical legal maneuvers are proof of systemic corruption at the state level. The State has been aware for months that it is guilty of mismanagement and Oregonians have been left voiceless and powerless while those in charge willfully did nothing. And they sought to continue to do nothing. This is the definition of malicious intent. 4)Finally, the settlement is Toothless. Those inconvenienced and, indeed, damaged by this negligence and maliciousness have suffered emotionally and financially due to the State’s failure to perform its responsibilities. Oregon is one of the highest taxed states in the country and the Oregon income tax is the most regressive of all states in the country, meaning those the most unable to afford the extremely high tax rates are those who are now suffering the damaging consequences of the State’s negligence. Why should those of us who have been abused for nearly ELEVEN MONTHS (I am as of this writing still awaiting payments for the week ending April 11, 2020 and another 12 weeks as well. I believe I finally received some funds for the very first time today February 19, 2021 after filing with the unemployment department the first week of April 2020. That’s 10.5 Months the State sat on MY money!) Why should the State be allowed to skate through this without compensating those of us who have been damaged? Additionally, why should any Oregonian be satisfied that the State of Oregon should be trusted to perform its responsibilities based on a toothless settlement agreement? I believe the State should be required to pay a 100% penalty for any funds it failed to deliver to Oregonians within 30 days of the date claims were filed. And there should be additional penalties if it fails to perform its duties going forward. I feel we have felt pain and are victims of State malpractice and the State should not be able to get away with it.</p>
<p>Donna Jackson</p>	<p>The settlement does NOTHING TO HOLD EMPLOYMENT DEPARTMENT ACCOUNTABLE FOR IMPROPERLY RUNNING EMPLOYMENT OFFICE. EVEN STILL TO TODAY THERE IS NO WAY TO TALK TO ANYONE LIVE ON THE PHONE OR BY CHATTING. YOU FILL OUT A CONTACT US FORM AND MOST THE TIME THEY DONT EVEN RESPOND... THEY NEED TO BE FINED JUST LIKE ANY OTHER BUSINESS WOULD BE. THAT IS THE LAW.. THAT IS PRESERVING THE CLASSES RIGHTS THAT HAVE BEEN VIOLATED FROM THAT HAPPENING AGAIN HOPEFULLY.. THEY HAD A TIMELINE THEY WERE TO FOLLOW ALREADY AND THEY FAILED TO DO SO. THEY NEED TO BE REPRIMANDED JUST LIKE EVERYONE ELSE WOULD BE.</p> <p>This is outrageous and is not holding the employment department responsible for negligently and improperly attempting to run a state wide necessary business with dependant paying customers and consumers.</p> <p>Just like any other illegal practice a fine should come with the failure to obey and operate under state mandated or even federally mandated levels and requirements...</p> <p>No one is above the laws previously determined fees, fines and consequences... STATE OFFICE OR NOT</p>

Sage Stickney	unable to pay child support or fill my car with gas and the State is “charged” with promise to try to hurry ? What a complete joke. Almost as if to head off and avoid an actual law suite? Interesting. Please send form
Brent Emery	I object to this settlement proposed by OED! We must be compensated to some degree for the extreme losses this has caused! How is this not part of the settlement? If this were the other way around, and we owed the State of Oregon, they would DEMAND accrued interest as well! I hope this is denied and a new FAIR settlement is determined! I demand to be compensated for losses accrued for the OED delays of processing and paying my claim. The OED is still a disaster, my daughter has claimed PUA for ten weeks now and has heard NOTHING! No letter, no call, no response to the OED email question form, NOTHING! She has called every day for weeks, and impossible to reach anyone or even get through! This all comes down on Governor Kate Browns failure to lead the OED efforts! Look how many processors California hired to fix their issues. Oregon hires a few hundred at the direction of Kate Brown, what a complete joke! We need answers into this and demand it’s not swept under the rug thus hiding Kate Browns failure as the Governor of Oregon!
Derrick Mcnair	Unemployment suit! Ive be waiting for a very lone time my pua was denied because I was eligible for regular unemployment. I was fired on the 15th November of 2019. Coincidentally the day after Oregon state sent a field Iinvestigator out to determine if in fact I was an employee. Larry Husky the state investigator did find that I was indeed an employee and so was another person. I then appealed and that was the last I've heard about that and next thing I know I get a paper sayin that it has expired and I was denied. I've been tryin vigorously to contact to speak to ____a person with no success and now I'm about to lose everything. Seemed like a cut and dry case to me I dont see what the problem could be!

1 **CERTIFICATE OF SERVICE**

2 I certify that on March 15, 2021, I served the foregoing DECLARATION OF BETH
3 ENGLANDER IN SUPPORT OF MOTION FOR FINAL APPROVAL OF SETTLEMENT
4 upon the parties hereto by the method indicated below, and addressed to the following:

5 **Beth Englander**
6 **Stephen S. Walters**
7 **Kelsey Heilman**
8 **Emily Teplin Fox**
Oregon Law Center
9 522 SW 5th Ave Ste 812
Portland, OR 97204
Attorneys for Petitioners

HAND DELIVERY
 MAIL DELIVERY
 OVERNIGHT MAIL
 SERVED BY E-FILING
 EMAIL DELIVERY

10 **Julie R. Samples**
Oregon Law Center
11 328 W. Main St., Ste A200
12 Hillsboro, OR 97123
Attorney for Petitioners

HAND DELIVERY
 MAIL DELIVERY
 OVERNIGHT MAIL
 SERVED BY E-FILING
 EMAIL DELIVERY

13
14
15 *s/ Carla A. Scott*
16 JUSTIN EMERSON KIDD #094070
Carla A. Scott #054725
17 Assistant Attorney General
Trial Attorneys
18 Tel (503) 947-4700
Fax (503) 947-4791
19 Justin.Kidd@doj.state.or.us
carla.a.scott@doj.state.or.us
20 Of Attorneys for Respondents
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IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR THE COUNTY OF MULTNOMAH

FLORENTINA FLORES DE VEGA, HTOO
LER PAW, HEATHER FRANKLIN, VICKI
PETROTTA, WARREN CHAN, BRENDA
COOK, LISA EXTEROVICH, KINNARI
SHAH, ABDELKADIR ABDELKADIR
MOKRANI, DIANA OROPEZA, DAVID
KNELL, BRITTNEY CIANI, STACEY
QUINTERO, KATHY SELVAGGIO,
TRACY SOLORZANO, TERRY
PATTERSON, and ERIN LACERRA, on
behalf of themselves and all others similarly
situated,

Petitioners,

v.

OREGON EMPLOYMENT DEPARTMENT
and DAVID GERSTENFELD,

Respondents.

Case No. 20CV23377

DECLARATION OF LINDSI LEAHY IN
SUPPORT OF MOTION FOR FINAL
APPROVAL OF SETTLEMENT AGREEMENT

ORS 20.140 - State fees deferred at filing

I, Lindsy Leahy, make this declaration based upon a combination of personal knowledge and in reliance upon records, which are regularly maintained in the ordinary course of business. I hereby declare:

1. The Notice of Class Action Settlement was posted in English and Spanish on OED’s and Oregon Law Center’s websites on February 12, 2021. OED originally posted a hyperlink to the notice hosted on OLC’s website. Within a few days, OED replaced the hyperlink with a copy of the notice that was hosted on OED’s website. Throughout the relevant time period, OED’s website always maintained a way for its users to access the notice.

1 2. Babel notices in ten languages including English were also posted, directing
2 individuals with Limited English Proficiency to call a dedicated phone line maintained by
3 Oregon Law Center to request a call back with an interpreter.

4 3. OED also placed links to the notice on its social media channels and provided a
5 Spanish language press release to news organizations, including TVJAM.

6 **I hereby declare that the above statement is true to the best of my knowledge and
7 belief, and that I understand it is made for use as evidence in court and is subject to penalty
8 for perjury.**

9 DATED March 15, 2021.

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s/ Lindsy Leahy
LINDSI LEAHY

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1 **CERTIFICATE OF SERVICE**

2 I certify that on March 15, 2021, I served the foregoing DECLARATION OF LINDSI
3 LEAHY IN SUPPORT OF MOTION FOR FINAL APPROVAL OF SETTLEMENT upon the
4 parties hereto by the method indicated below, and addressed to the following:

5 **Beth Englander**
6 **Stephen S. Walters**
7 **Kelsey Heilman**
8 **Emily Teplin Fox**
Oregon Law Center
9 522 SW 5th Ave Ste 812
Portland, OR 97204
Attorneys for Petitioners

HAND DELIVERY
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10 **Julie R. Samples**
Oregon Law Center
11 328 W. Main St., Ste A200
12 Hillsboro, OR 97123
Attorney for Petitioners

HAND DELIVERY
 MAIL DELIVERY
 OVERNIGHT MAIL
 SERVED BY E-FILING
 EMAIL DELIVERY

13
14
15 *s/ Carla A. Scott*
16 JUSTIN EMERSON KIDD #094070
17 Carla A. Scott #054725
Assistant Attorney General
Trial Attorneys
18 Tel (503) 947-4700
Fax (503) 947-4791
19 Justin.Kidd@doj.state.or.us
carla.a.scott@doj.state.or.us
20 Of Attorneys for Respondents
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