

1 DIETER C. DAMMEIER, SBN 188759

2 DammeierLaw@gmail.com

3 **DAMMEIER LAW FIRM**

4 9431 Haven Avenue, Suite 232

5 Rancho Cucamonga, CA 91730

6 Telephone: (909) 240-9525

7 Facsimile: (909) 912-1901

8

9 Attorneys for Plaintiffs

10 ARTHUR A. HARTINGER, SBN 121521

11 ahartinger@publiclawgroup.com

12 LINDA M. ROSS, SBN 133874

13 lross@publiclawgroup.com

14 SPENCER J. WILSON, SBN 266938

15 swilson@publiclawgroup.com

16 **RENNE PUBLIC LAW GROUP®**

17 350 Sansome Street, Suite 300

18 San Francisco, CA 94104

19 Telephone: (415) 848-7200

20 Facsimile: (415) 848-7230

21

22 Attorneys for Defendant

23

24

25

26

27

28

29

30

31

32

33

34

35

36

37

38

39

40

41

42

43

44

45

46

47

48

49

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

ANDREW GLAZE et al.,

Plaintiffs,

vs.

CITY OF LA VERNE,

Defendant.

Case No.: ED CV 18-352 PA (SHKx)

**JOINT REQUEST FOR
APPROVAL OF SETTLEMENT
AGREEMENT AND DISMISSAL
WITH PREJUDICE**

JOINT REQUEST FOR APPROVAL OF SETTLEMENT

1 The Parties to the above-captioned actions stipulate as follows:

2 1. **WHEREAS**, on February 18, 2018, Plaintiff Andrew Glaze and
3 several firefighters, fire captains, and fire engineers employed by the City of La
4 Verne filed a complaint in the U.S. District Court for the Central District of
5 California, Case No. 5:18-cv-00352. The Complaint was amended three times. The
6 operative complaint is the Third Amended Complaint filed on October 17, 2018,
7 which includes claims of 27 Plaintiffs, as indicated. (Dkt. 42.) All of the Plaintiffs
8 are or were employed by Defendant during the operative period of the Third
9 Amended Complaint.

10 2. **WHEREAS**, the Third Amended Complaint alleges the City violated
11 the Fair Labor Standards Act (“FLSA”) by failing to pay Plaintiffs the full amount
12 due for all overtime hours worked. Specifically, Plaintiffs allege that the City failed
13 to include Holiday-in-Lieu (“HIL”) payments, Driver Operator Certification Pay,
14 and Company Officer Certification Pay in the Plaintiffs’ FLSA regular rate of pay,
15 resulting in an underpayment of FLSA overtime, which is calculated at 1.5 times
16 the regular rate of pay

17 3. **WHEREAS**, Plaintiffs ANDREW GLAZE, DANNY MONTOYA,
18 TODD HAOUTUNIAN, KEVIN M. WILTON, VLADIMIR TRUBIN, LARRY
19 CAMPBELL, JOHN GRAPENTIN, JOHN CONNOLLY, KEVIN GREENWAY,
20 DAVID BENSON, ADAM HECHT, CORY THOMPSON, and ANDRE FLORES
21 additionally allege that they performed work in excess of 182 hours during certain
22 work periods and did not receive any payment for that work.

23 4. **WHEREAS**, in the course of discovery, the City produced
24 voluminous records to Plaintiffs, including multiple files of payroll data.
25 Additionally, Defendant deposed each of the thirteen Plaintiffs with claims for
26 uncompensated work hours.

27 5. **WHEREAS**, the question of whether the City’s Holiday-in-Lieu
28 (HIL) payments provided to Plaintiffs must be included in the regular rate of pay is

1 an unsettled area of law and the Department of Labor has announced it will soon be
2 issuing proposed regulations which may clarify whether HIL payments are properly
3 excluded from the regular rate of pay.

4 6. **WHEREAS**, the Parties have engaged in extensive settlement
5 discussions, which culminated in a single day mediation with U.S. District Court
6 for the Central District of California panel Mediator Marisa Ratinoff, who the
7 Parties selected due to her expertise in the area of FLSA litigation. Under the
8 guidance of mediator Ratinoff, the Parties reached agreement on the terms of
9 settlement, which are memorialized in the attached Agreement. The La Verne City
10 Council approved and authorized the settlement terms described in this Agreement
11 on November 5, 2018 and all 27 plaintiffs have agreed to and signed the Agreement.

12 7. **WHEREAS**, the Parties wish to avoid the potential uncertainty,
13 expense, and delay of litigation and therefore, based on their extensive negotiations,
14 agree to a settlement of these disputes. The Parties understand that the potential
15 recovery at trial remains unknown, but the Parties believe that the terms of this
16 Agreement are consistent with and with the range of a reasonable result that
17 Plaintiffs might expect to obtain after a trial.

18 8. **WHEREAS**, without admitting to any fault, wrongdoing, or liability,
19 the Parties now desire to resolve all of the outstanding issues in the above-described
20 lawsuit, and to that end, propose to enter into the attached Settlement Agreement.

21 9. **WHEREAS**, courts have determined that the provisions of the FLSA
22 are mandatory and cannot generally be waived by contract or otherwise—unless the
23 settlement agreement is approved by the Court or the Department of Labor. (See,
24 e.g., *Lynn's Food Stores, Inc. v. United States*, 679 F.2d 1350, 1352 (11th Cir.
25 1982).)

26 10. **WHEREAS**, however, when employees bring a private action for
27 compensation under the FLSA, and present the district court a proposed settlement,
28 the district court may enter a judgment after reviewing the settlement for fairness.

1 (*Id.* at p. 1353.) If the proposed settlement reflects a reasonable compromise over
2 issues that are actually in dispute, the court has the power to approve the settlement
3 “to promote the policy of encouraging settlement of litigation.” (*Id.* at 1354.)

4 11. **WHEREAS**, district courts in the Ninth Circuit follow *Lynn’s Food*
5 *Stores*. (*Selk v. Pioneers Memorial Healthcare District*, 159 F.Supp.3d 1164, 1172
6 (S.D. Cal. 2016) (FLSA claims may be waived through court supervised settlement
7 agreement) (citation omitted); *Nen Thio v. Genji, LLC*, 14 F.Supp.3d 1324, 1333–
8 34 (N.D. Cal. 2014) (court has the power to approve FLSA settlement that is “a fair
9 and reasonable resolution of a bona fide dispute”) (citation omitted).)

10 12. **WHEREAS**, To determine whether a settlement is fair and reasonable,
11 the Court looks to the totality of the circumstances and the purposes of the FLSA,
12 using the following factors: (1) the plaintiff’s range of possible recovery; (2) the
13 stage of proceedings and amount of discovery completed; (3) the seriousness of the
14 litigation risks faced by the Parties; (4) the scope of any release provision in the
15 settlement agreement; (5) the experience and views of counsel and the opinion of
16 participating plaintiffs; and (6) the possibility of fraud or collusion. (*Slezak v. City*
17 *of Palo Alto*, 2017 WL 2688224, *2 (N.D. Cal. 2017); *Selk*, 159 F.Supp.3d at 1173.)
18 The Court must evaluate whether the award of attorney’s fees and costs is
19 reasonable. (*Slezak*, 2017 WL 2688224 at *2.) If, after considering all these factors,
20 the Court determines that the settlement reflects a reasonable compromise over
21 issues that are actually in dispute and the attorney’s fees and costs award is
22 reasonable, the Court may approve the settlement in order to promote the policy of
23 encouraging settlement of litigation. (*Id.*)

24 13. **WHEREAS** the proposed Settlement Agreement will provide the 27
25 Plaintiffs a total settlement amount of \$208,902.27, plus \$75,000 in attorneys’ fees,
26 totaling \$283,902.26. The damage amounts attributable to the Plaintiffs’ regular
27 rate claims were computed by calculating for each Plaintiff the amount that their
28 regular rate would be increased had the HIL pay been included in each employee’s

1 regular rate of pay. Plaintiffs were provided 1.5 times this amount multiplied by
2 the number of overtime hours each plaintiff worked in the three years prior to the
3 filing of the lawsuit. The Parties agreed to a three-year lookback, even though
4 Defendants contend that any violation of the FLSA was not willful and would only
5 be subject to a two-year statute of limitations, and Defendant agreed not to take any
6 contract overtime credits available to Defendant under the FLSA in order reduce its
7 liability. In light of this agreement, Plaintiffs agreed to waive liquidated damages
8 as well as recovery of backpay overtime underpayments attributable to exclusion of
9 Certification Pay from the regular rate, which were minimal. The parties agreed that
10 certification pay would be included in the regular rate on a prospective basis,
11 however. Additionally, the Settlement Agreement provides each Plaintiff with
12 claims for uncompensated overtime hours worked with a payment equal to their
13 regular rate of pay multiplied by 1.5 multiplied by an agreed-upon number of
14 uncompensated work hours based on evidence produced during discovery. Detailed
15 calculations of the Plaintiffs' individual damages are attached as Exhibits A and B
16 to the Parties' Settlement Agreement.

17 **14. WHEREAS,** the Parties have exchanged information in pursuance of
18 settling the Action, and believe that the settlement amounts, as well as the method
19 of calculating the amounts, are fair and consistent with and within the range of the
20 maximum results Plaintiffs could expect to obtain at trial.

21 **15. WHEREAS,** the Parties believe the agreed-upon amounts to be paid
22 to Plaintiffs' counsel are fair and reasonable;

23 **16. WHEREAS,** the Parties jointly request the Court find the settlement
24 to be a fair, reasonable and just negotiated resolution of a bona fide dispute, and
25 that this Court approve of the stipulated Settlement Agreement and enter dismissal
26 of the Action with prejudice via an Order. Counsel for Plaintiffs and Defendant
27 have each filed Declarations in Support of the Approval of the Settlement
28 Agreement, which are filed concurrently with this Motion.

SETTLEMENT AGREEMENT AND GENERAL RELEASE

Glaze, et al. v. City of La Verne
Case No. 5:18-cv-00352

**IN THE UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA**

This Settlement Agreement and General Release of Claims (“Agreement”) is entered into by Defendant CITY OF LA VERNE (Hereafter “Defendant” or “City”) and Plaintiffs ANDREW GLAZE, DANNY MONTOYA, LEONARD KILMAN, ADRIAN VILLARREAL, TODD HAROUTUNIAN, KEVIN M. WILTON, TIM MARINO, JAMES WILFONG, CORY THOMPSON, SAMUEL DOMINICK, VLADAMIR TRUBIN, STEPHEN QUEZADA, DAVID BONANNO, MICHAEL BENTZ, DAVID GARCIA, JOE MANCINO, LARRY CAMPBELL, JOHN GRAPENTIN, JOHN CONNOLLY, KEVIN GREENWAY, FRANK HERNANDEZ, STEPHEN PAIGE, VICTOR AMEZCUA, JOHN FOWLKES, DAVID BENSON, ADAM HECHT and ANDRE FLORES (Collectively “Plaintiffs” and individually “Plaintiff”). Plaintiffs and Defendant are collectively referred to as “the Parties” and individual as a “Party.”

RECITALS

A. WHEREAS, on February 18, 2018, Plaintiff Andrew Glaze and several firefighters, fire captains, and fire engineers employed by the City of La Verne filed a complaint in the U.S. District Court for the Central District of California, Case No. 5:18-cv-00352 (“Action”). The Complaint was amended three times. The operative complaint is the Third Amended Complaint filed on October 17, 2018, which includes claims of 27 Plaintiffs, as indicated above. (Dkt. 42.) All of the Plaintiffs are or were employed by Defendant during the operative period of the Third Amended Complaint.

B. WHEREAS, the Third Amended Complaint alleges the City violated the Fair Labor Standards Act (“FLSA”) by failing to pay Plaintiffs the full amount due for all overtime hours worked. Specifically, Plaintiffs allege that the City failed to include Holiday-in-Lieu (“HIL”) payments, Driver Operator Certification Pay, and Company Officer Certification Pay in the Plaintiffs’ FLSA regular rate of pay, resulting in an underpayment of FLSA overtime, which is calculated at 1.5 times the regular rate of pay. The Parties agree that none of the damages Plaintiffs seek or receive in this Agreement or Action are for any of their claims set forth in the case of *La Verne Firefighters’ Association, et al. v. City of La Verne, et al.*, 2:17-cv-08743-GW (AFMx) or any claims arising from the Tort Claim served on Defendant on September 17, 2018 (collectively, “First Amendment Case”).

C. WHEREAS, Plaintiffs ANDREW GLAZE, DANNY MONTOYA, TODD HAOUTUNIAN, KEVIN M. WILTON, VLADIMIR TRUBIN, LARRY CAMPBELL, JOHN GRAPENTIN, JOHN CONNOLLY, KEVIN GREENWAY, DAVID BENSON, ADAM HECHT, CORY THOMPSON, and ANDRE FLORES additionally allege that they performed work in excess of 182 hours during certain work periods and did not receive any payment for that work.

D. WHEREAS, in the course of discovery, the City produced voluminous records to Plaintiffs, including multiple files of payroll data. Additionally, Defendant deposed each of the thirteen Plaintiffs with claims for uncompensated work hours.

E. WHEREAS, the question of whether the City's Holiday-in-Lieu (HIL) payments provided to Plaintiffs must be included in the regular rate of pay is an unsettled area of law and the Department of Labor has announced it will soon be issuing proposed regulations which may clarify whether HIL payments are properly excluded from the regular rate of pay.

F. WHEREAS, the Parties have engaged in extensive settlement discussions, which culminated in a single day mediation with U.S. District Court for the Central District of California panel Mediator Marisa Ratinoff, who the Parties selected due to her expertise in the area of FLSA litigation. Under the guidance of mediator Ratinoff, the Parties reached agreement on the terms of settlement, which are memorialized in this Agreement. The La Verne City Council subsequently approved and authorized the settlement terms described in this Agreement.

G. WHEREAS, the Parties wish to avoid the potential uncertainty, expense, and delay of litigation and therefore, based on their extensive negotiations, agree to a settlement of these disputes. The Parties understand that the potential recovery at trial remains unknown, but the Parties believe that the terms of this Agreement are consistent with and with the range of a reasonable result that Plaintiffs might expect to obtain after a trial.

H. WHEREAS, without admitting to any fault, wrongdoing, or liability, the Parties now desire to resolve all of the outstanding issues in the above-described lawsuit, and to that end, enter into this Agreement.

NOW, THEREFORE, the Parties hereto agree, warrant, and represent as follows:

TERMS

1. Resolution of Plaintiffs' claims. The following provisions address the claims raised by Plaintiffs in the lawsuit up to and including the payroll period ending October 13, 2018.

a. The City shall pay a total amount of \$283,902.26 as the "Settlement Amount." The Settlement Amount includes:

Damages to Plaintiffs Arising from Regular Rate Claims	\$150,595.92
Damages to Plaintiffs Arising from Uncompensated Overtime Work Claims	\$58,306.34
Plaintiffs Attorneys' Fees and Costs	\$75,000.00
TOTAL	\$283,902.26

b. Each Plaintiff's specific share of the regular rate claims is listed in a separate spread sheet attached to this Agreement as **Exhibit A**. Those amounts were calculated as follows:

- (i) The Parties reviewed Plaintiffs payroll records from February 18, 2015 to present and identified all hours worked as overtime. For purposes of identifying overtime hours, the City included Memorandum of Understanding ("MOU") overtime hours, which are greater than the number of FLSA overtime hours. This is so because, among other reasons, the MOU between the firefighters and the City treats vacation time as hours worked for purposes of determining overtime eligibility, whereas the FLSA only counts hours actually worked in excess of the statutory maximum as overtime hours.
- (ii) For each 24-day work period in question, the City adjusted each Plaintiff's regular rate of pay to include the value of the HIL payments.
- (iii) The City then calculated the amount of overtime pay the employees would have received each work period had the HIL pay originally been included in the regular rate. This was done by multiplying the number of MOU overtime hours worked by 1.5 times the adjusted regularly rate of pay. The City then subtracted the amount already paid to the employee from the amount owed to determine the amount of the overtime underpayment. The damage amounts represent the entire amount of overtime underpayment resulting from the City's exclusion of Holiday-in-Lieu pay from February 18, 2015 through the the payroll period ending October 13, 2018. The City agreed to use a three-year look back, even though there is an argument that only a two-year statute of limitations applies. The City also agreed not to offset any of its FLSA liability with MOU overtime credits, as permitted under 29 U.S.C. § 207(h) and 29 U.S.C. 207 §§ (e)(5)-(7). In recognition of this fact, the parties agreed that Defendant would not pay any overtime back pay resulting from the exclusion of Driver Operator Certification Pay or Company Officer Certification Pay from the regular rate of pay, which were relatively minor.
- (iv) The Parties agree that upon the Court's approval of this Agreement, the City will begin including the Driver Operator Certification Pay and the Company Officer Certification Pay in the regular rate calculation for all employees receiving one of those benefits.
- (v) The Parties acknowledge that whether HIL Pay is required to be included in the regular rate is unsettled. Plaintiffs acknowledge that if it is determined that HIL Pay is properly excluded from the regular rate of pay, the City on a prospective basis may, in its discretion, revert to calculating the regular rate of pay by excluding HIL Pay.
- (vi) Nothing in this Agreement shall be construed to require the City to prospectively include HIL pay or any other specialty or incentive pay, when calculating MOU (contract) overtime.

c. Each Plaintiff's specific share of the uncompensated work hours claims is listed in a separate spreadsheet attached to this Agreement as **Exhibit B**. Those amounts were calculated by multiplying each Plaintiff's current regular rate (including HIL pay adjustments) by 1.5 and then multiplying the result by the number of uncompensated work hours that the parties agreed to, based on the deposition testimony of the Plaintiffs and other relevant evidence.

2. Tax Consequences.

Each Plaintiff's settlement amount will be reduced by applicable withholding for state and federal taxes in conformity with each employee's IRS Form W-4 currently on file with the City and will be reported on an IRS form W-2. The City makes no representation regarding any taxes due or owing with respect to the payments to each Plaintiff. By accepting his or her payment, Plaintiffs agree to indemnify and hold harmless the City for any taxes due or owing by them with respect to such payments and/or taxes, penalties, or interest owed by the City for the failure to withhold such payments.

3. Attorneys' Fees and Costs

Within 30 calendar days of entry of the Effective Date of this Agreement, the City will pay the amount of \$75,000 to the Dammeier Law Firm, as payment for attorneys' fees and costs incurred in connection with the above-described litigation. Except as otherwise expressly provided herein, each party shall be responsible for the payment of their own costs, attorneys' fees, and all other expenses incurred in connection with the Action, the settlement of the Action, and the preparation and execution of this Agreement.

4. Dismissal of Litigation

Each of the Plaintiffs will dismiss with prejudice the Action and will withdraw or dismiss any other complaint, claim, grievance, or charge for overtime compensation that he/she has filed against the City up to the date he/she executes this Agreement, which does not include the First Amendment Case. If for any reason the Court declines to enter and approve this Agreement, the Parties shall promptly meet and confer in good faith to prepare a settlement agreement acceptable to the Court. The dismissal is limited to the complaint in the U.S. District Court for the Central District of California, Case No. 5:18-cv-00352, and not the First Amendment Case. Other non-overtime and non-wage-and-hour cases currently pending against Defendant in which plaintiffs are parties, and the First Amendment Case, are in no way impacted by this Agreement.

5. RELEASE OF ALL CLAIMS.

Plaintiffs accept this settlement and understand that upon approval from the Court, each Plaintiff shall be deemed to have fully, finally, and forever released Defendant City of La Verne, its constituent departments, commissions, agencies, boards, predecessors, successors, subsidiaries, related entities, and current and former elected officials, officers, directors, trustees, agents,

employees, attorneys, and assigns, past present or future (collectively, “Releasees”), from all “Released Claims” as defined below, excluding the claims and allegations set forth in the First Amendment Case. The Parties further stipulate that following entry of judgment, the Parties, including all Plaintiffs, shall be bound by the Judgment and barred and collaterally estopped from subsequent litigation of all issues which were or could have been raised in the Action.

“Released Claims” shall mean any and all wage-and-hour and overtime pay-related claims under the Fair Labor Standards Act, California law, or tort or contract theories, including claims brought under the Memorandum of Understanding between the City of La Verne the La Verne Firefighters Association, which accrued or could have accrued through the date of entry of judgment, and that were or could have been asserted in the Action, including without limitation failure to pay overtime, failure to properly calculate the regular rate, failure to pay wages for all hours worked, minimum wage violations, failure to timely pay final wages or other wages, failure to provide meal and rest breaks, failure to keep/maintain, and furnish accurate itemized wage statements, and including but not limited to any and all claims for recovery of overtime wages, overtime pay, minimum wage, premium pay, penalties, interest and/or liquidated damages under the FLSA, the California Industrial Welfare Commission Wage Orders, and/or claims under the California Labor Code, the Private Attorneys General Act, claims under any and all city and or county Living Wage Ordinances or Minimum Wage Ordinances, all waiting time penalties that could have been sought in the Complaint, , claims for interest, litigation and other costs, expenses, restitution, and equitable and declaratory relief, and violations of the California Business & Professions Code, including but not limited to Section 17200. *et seq.*, and claims for attorneys’ fees and costs in litigating the case subject to this Agreement, excluding the claims and allegations set forth in the First Amendment Case.

Nothing in this Agreement shall be construed to release or compensate any claims against Defendant or its employees or agents, other than those arising from the Action, 5:18-cv-00352-PA (SHKx). Specifically, nothing in this Agreement shall release or compensate any claims against Defendant or its agents or employees in the First Amendment Case.

6. WAIVER OF UNKNOWN CLAIMS/SPECIFIC WAIVER OF SECTION 1542.

Plaintiffs acknowledge that they have entered into this Agreement voluntarily and that they have been informed of and are familiar with the provisions of Section 1542 of the California Civil Code, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Plaintiffs understand that Section 1542 gives them the right not to release existing claims of which they are not now aware, unless they voluntarily choose to waive that right. Plaintiffs further understands that it is possible that injuries, consequences or facts relating to the matters described herein, which injuries, consequences or facts are not now known to them, may later

develop or be discovered by them. Plaintiffs hereby assume that risk and expressly and voluntarily waive the rights described in Section 1542. Accordingly, it is Plaintiffs' express intent, by this Agreement, to waive any and all claims that they may have against the Releasees concerning the matters described herein, including claims which are presently unknown, unsuspected, unanticipated or undisclosed, but excluding the claims in the First Amendment Case.

7. NO ADMISSIONS.

This Agreement affects claims and demands which are disputed, and by executing this Agreement, no party admits or concedes any of the claims, defenses, or allegations which were raised or could be raised by any other party or any third party. Neither this Agreement nor any part of this Agreement shall be construed to be an admission of by any party of any violation of law or of any lack of conformity with the FLSA, nor shall this Agreement nor any part of it, nor any settlement negotiations or earlier drafts of this Agreement, be admissible in any proceeding as evidence of such an admission. This document may be introduced in a proceeding solely to enforce the terms of this Agreement, and may be pleaded as a full and complete defense to any action, suit or other proceeding that has been or may be instituted, prosecuted or attempted with respect to any of the Released Claims.

Defendant specifically denies all claims as to liability, damages, penalties, interest, fees, restitution, injunctive relief, and all other forms of relief sought in this Action. Defendant has agreed to resolve the Action via this Agreement, but to the extent the Agreement is deemed void or the Effective Date does not occur, Defendant does not waive, but rather expressly reserves, all rights to challenge all such claims and allegation in the Action upon all procedural, merit, and factual grounds, including without limitation the ability assert all available privileges and potential defenses. Plaintiffs agree that Defendant retains and reserves these rights and agree not to argue or present any argument, and hereby waive any argument, that based on this Agreement, Defendant cannot assert privileges or potential defenses if this Action were to proceed. Similarly, to the extent this Agreement is deemed void or the Effective Date does not occur, Plaintiffs do not waive, but rather expressly reserve, all rights to prosecute all claims and allegation in the Action upon all procedural, merit, and factual grounds. Defendant agrees that Plaintiffs retain and reserve these rights, and Defendant agrees not to argue or present any argument, and hereby waives any argument, that this Agreement establishes any facts or bars any claims if this Action were to proceed.

8. WARRANTY OF NON-ASSIGNMENT.

The Parties warrant that they have not assigned any of the claims or portions of the claims that are the subject of this Agreement.

9. NO UNWRITTEN REPRESENTATIONS.

Each Party represents that in executing this agreement, the party does not rely upon and has not relied upon any representation, promise, or statement not expressly contained herein.

10. COMPLETE AGREEMENT.

This Settlement Agreement and General Release is the complete Agreement between the Parties and supersedes any prior agreements or discussions between the Parties.

11. CALIFORNIA AND FEDERAL LAW.

This Agreement is executed and delivered in the State of California, and the rights and obligations of the Parties hereunder shall be construed and enforced in accordance with the laws of the State of California and to the extent necessary in accordance with federal law.

12. INTERPRETATION AND CONSTRUCTION.

Any ambiguities or uncertainties herein shall be equally and fairly interpreted and construed without reference to the identity of the party or Parties preparing this document or the documents referred to herein, on the understanding that the Parties participated equally in the negotiation and preparation of the Agreement and the documents referred to herein or have had equal opportunity to do so. This Agreement has been arrived at through negotiation and none of the Parties is to be deemed the party which prepared this Agreement or caused any uncertainty to exist within the meaning of California Civil Code section 1654. The headings used herein are for reference only and shall not affect the construction of the Agreement.

13. BREACH, WAIVER AND AMENDMENT.

No breach of the Agreement or of any provision herein can be waived except by an express written waiver executed by the party waiving such breach. Waiver of any one breach shall not be deemed a waiver of any other breach of the same or any other provision of this Agreement. This Agreement may be amended, altered, modified or otherwise changed in any respect or particular only by a writing duly executed by the Parties hereto or their authorized representatives.

14. EXHIBITS.

The following exhibits are attached hereto and incorporated by reference:

Exhibit A: List of payments (and underlying calculations) allocated to each Plaintiff for the Regular Rate Claims.

Exhibit B: List of payments allocated to each Plaintiff for Uncompensated Overtime Claims.

15. NO IMPACT ON ANY OTHER ENTITLEMENTS.

Neither the Agreement nor any amounts paid under the Agreement will modify any previously credited hours or service under any employee benefit plan, policy, or bonus program

sponsored by Defendant. Such amounts will not form the basis for additional contributions to, benefits under, or any other monetary entitlement under Defendant's sponsored benefit plans, policies, or bonus programs. The payments made under the terms of this Agreement shall not be applied retroactively, currently, or on a going forward basis, as salary, earnings, wages, or any other form of compensation for the purposes of Defendant's benefit plans, policies, or bonus programs.

16. AUTHORITY TO EXECUTE.

Each party hereto warrants to the other Parties that he/she has the full power and authority to execute, deliver and perform under this Agreement and all documents referred to herein, and that any needed consent or approval from any other person has been obtained. This Agreement was approved in substance by the City of La Verne City Council on November 5, 2018.

17. COUNTERPARTS.

This Agreement may be executed by the Parties in any number of counterparts, all of which taken together shall be construed as one document.

18. EFFECTIVE DATE.

The Effective Date of this Agreement shall be the date the Court's entry of judgment approving this agreement.

19. DUTY TO ACT IN GOOD FAITH.

The Parties shall act in good faith and use their reasonable good faith efforts after the execution of this Agreement to ensure that their respective obligations hereunder are fully and punctually performed. The Parties shall promptly perform any further acts and execute and deliver any other documents or instruments that may be reasonably necessary to carry out the provisions of this Agreement.

20. AGREEMENT CONTINGENT ON APPROVAL OF ALL PLAINTIFFS.

The Parties understand and agree that this Agreement is intended to resolve all claims brought by each Plaintiff against Defendant in this action. This Agreement is contingent upon all Parties—including each Plaintiff and the designated representative of Defendant—executing this Agreement.

21. BINDING ON SUCCESSORS AND ASSIGNS.

This Agreement and all documents referred to herein shall bind and inure to the benefit of each of the Parties hereto, their spouses, domestic partners, children, heirs, estates, administrators, representatives, executors, attorneys, successors, and assigns.

22. NO THIRD-PARTY BENEFICIARIES.

Except as expressly provided herein, this Agreement is not for the benefit of any person not a party hereto or any person or entity not specifically identified as a beneficiary herein or specifically identified herein as a person or entity released hereby. The Agreement is not intended to constitute a third-party beneficiary contract.

23. TIME FOR PERFORMANCE.

Upon the Court's approval of this Agreement, within 30 days of entry of judgment, the City will issue checks to each Plaintiff and their attorney in the amounts specified in this Agreement.

24. AGREEMENT SIGNED KNOWINGLY AND VOLUNTARILY AFTER OPPORTUNITY TO CONSULT WITH COUNSEL.

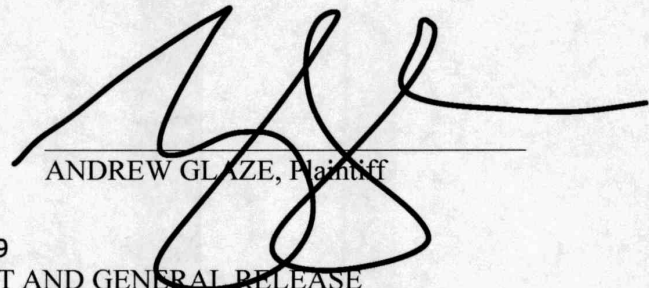
The Parties understand and agree to this Agreement and to the terms and conditions contained herein and enter into this Agreement knowingly and voluntarily. Plaintiffs have been advised that they have the right to seek legal advice with respect to this Agreement, including the release, and have had the opportunity to consult with counsel. The Parties have investigated the facts pertaining to this Agreement and all matters pertaining thereto as deemed necessary. The Parties have relied on their judgment, belief, knowledge, understanding, and expertise after consultation with their counsel concerning the legal effect of the Agreement and its terms.

25. SAVINGS CLAUSE.

If any term, condition, provision or part of this Agreement is determined to be invalid, void or unenforceable for any reason, the remainder of this Agreement will continue in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Settlement Agreement and Release.

Dated: 11/1/18



ANDREW GLAZE, Plaintiff

Dated: 10/31/18


DANNY MONTOYA, Plaintiff

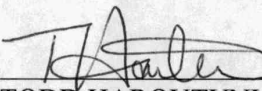
Dated: 10-31-18


LEONARD KILMAN, Plaintiff

Dated: 10/31/18


ADRIAN VILLARREAL, Plaintiff

Dated: 10/31/18


TODD HAROUTUNIAN, Plaintiff

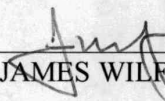
Dated: 10/31/18


KEVIN M. WILTON, Plaintiff

Dated: _____

TIM MARINO, Plaintiff


Dated: 10/31/18


JAMES WILFONG, Plaintiff

Dated: 11/2/18


CORY THOMPSON, Plaintiff

Dated: 10/31/18


SAMUEL DOMINICK, Plaintiff

Dated: _____

VLADAMIR TRUBIN, Plaintiff

Dated: 10/31/18


STEPHEN QUEZADA, Plaintiff

Dated: 10/30/18



DAVID BONANNO, Plaintiff

Dated: 10/31/18



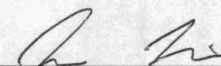
MICHAEL BENTZ, Plaintiff

Dated: 11-2-18



DAVID GARCIA, Plaintiff

Dated: 11/2/18



JOE MANCINO, Plaintiff

Dated: _____


LARRY CAMPBELL, Plaintiff

Dated: 10-30-18



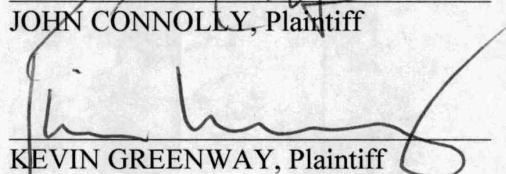
JOHN GRAPENTIN, Plaintiff

Dated: 10-31-18



JOHN CONNOLLY, Plaintiff

Dated: 11-1-18




KEVIN GREENWAY, Plaintiff

Dated: _____


FRANK HERNANDEZ, Plaintiff

Dated: 11-2-18



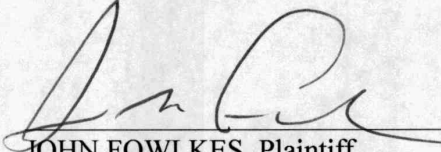
STEPHEN PAIGE, Plaintiff

Dated: 10-31-18



VICTOR AMEZCUA, Plaintiff

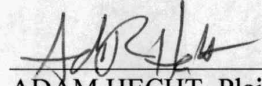
Dated: 11/2/2018


JOHN FOWLKES, Plaintiff

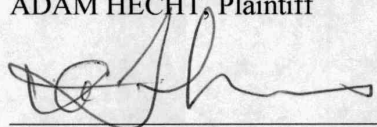
Dated: _____

DAVID BENSON, Plaintiff

Dated: 11-1-18


ADAM HECHT, Plaintiff

Dated: 11/2/18


ANDRE FLORES, Plaintiff

Dated: _____

ROBERT RUSSI
City Manager
Defendant, City of La Verne

APPROVED AS TO FORM AND CONTENT:

DAMMEIER LAW FIRM

Dated: 11-2-18


DIETER C. DAMMEIER
Attorneys for Plaintiffs

RENNE PUBLIC LAW GROUP

Dated: _____

ARTHUR A. HARTINGER
Attorneys for Defendant

Dated: _____

DAVID BONANNO, Plaintiff

Dated: _____

MICHAEL BENTZ, Plaintiff

Dated: _____

DAVID GARCIA, Plaintiff

Dated: _____

JOE MANCINO, Plaintiff

Dated: _____

LARRY CAMPBELL, Plaintiff

Dated: _____

JOHN GRAPENTIN, Plaintiff

Dated: _____

JOHN CONNOLLY, Plaintiff

Dated: _____

KEVIN GREENWAY, Plaintiff

Dated: 10/30/18



FRANK HERNANDEZ, Plaintiff

Dated: _____

STEPHEN PAIGE, Plaintiff

Dated: _____

VICTOR AMEZCUA, Plaintiff

Dated: _____

DANNY MONTOYA, Plaintiff

Dated: _____

LEONARD KILMAN, Plaintiff

Dated: _____

ADRIAN VILLARREAL, Plaintiff

Dated: _____

TODD HAROUTUNIAN, Plaintiff

Dated: _____

KEVIN M. WILTON, Plaintiff

Dated: _____

TIM MARINO, Plaintiff

Dated: _____

JAMES WILFONG, Plaintiff

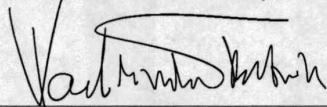
Dated: _____

CORY THOMPSON, Plaintiff

Dated: _____

SAMUEL DOMINICK, Plaintiff

Dated: **10/18/2018**

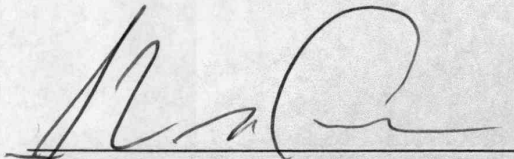


VLADAMIR TRUBIN, Plaintiff

Dated: _____

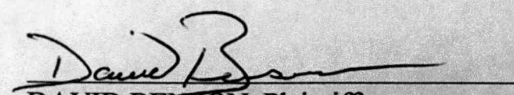
STEPHEN QUEZADA, Plaintiff

Dated: 11/2/2018



JOHN FOWLKES, Plaintiff

Dated: 31 OCT 2018



DAVID BENSON, Plaintiff

Dated: _____

ADAM HECHT, Plaintiff

Dated: _____

ANDRE FLORES, Plaintiff

Dated: _____

ROBERT RUSSI
City Manager
Defendant, City of La Verne

APPROVED AS TO FORM AND CONTENT:

DAMMEIER LAW FIRM

Dated: _____

DIETER C. DAMMEIER
Attorneys for Plaintiffs

RENNE PUBLIC LAW GROUP

Dated: _____

ARTHUR A. HARTINGER
Attorneys for Defendant

Dated: _____

DAVID BONANNO, Plaintiff

Dated: _____

MICHAEL BENTZ, Plaintiff

Dated: _____

DAVID GARCIA, Plaintiff

Dated: 11/2/18



JOE MANCINO, Plaintiff

Dated: 10-30-18



LARRY CAMPBELL, Plaintiff

Dated: _____

JOHN GRAPENTIN, Plaintiff

Dated: _____

JOHN CONNOLLY, Plaintiff

Dated: _____

KEVIN GREENWAY, Plaintiff

Dated: _____

FRANK HERNANDEZ, Plaintiff

Dated: _____

STEPHEN PAIGE, Plaintiff

Dated: 11/2/18



VICTOR AMEZCUA, Plaintiff

Dated: _____

DANNY MONTOYA, Plaintiff

Dated: _____

LEONARD KILMAN, Plaintiff

Dated: _____

ADRIAN VILLARREAL, Plaintiff

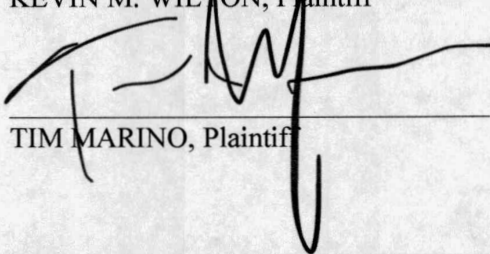
Dated: _____

TODD HAROUTUNIAN, Plaintiff

Dated: _____

KEVIN M. WILTON, Plaintiff

Dated: 11/1/18



TIM MARINO, Plaintiff

Dated: _____

JAMES WILFONG, Plaintiff

Dated: _____

CORY THOMPSON, Plaintiff

Dated: _____

SAMUEL DOMINICK, Plaintiff

Dated: _____

VLADAMIR TRUBIN, Plaintiff

Dated: _____

STEPHEN QUEZADA, Plaintiff

Dated: _____

JOHN FOWLKES, Plaintiff

Dated: _____

DAVID BENSON, Plaintiff

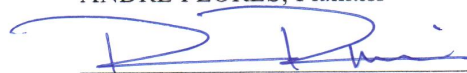
Dated: _____

ADAM HECHT, Plaintiff

Dated: _____

ANDRE FLORES, Plaintiff

Dated: 11/6/18



ROBERT RUSSI
City Manager
Defendant, City of La Verne

APPROVED AS TO FORM AND CONTENT:

DAMMEIER LAW FIRM

Dated: _____

DIETER C. DAMMEIER
Attorneys for Plaintiffs

RENNE PUBLIC LAW GROUP

Dated: _____

ARTHUR A. HARTINGER
Attorneys for Defendant

Dated: _____

JOHN FOWLKES, Plaintiff

Dated: _____

DAVID BENSON, Plaintiff

Dated: _____

ADAM HECHT, Plaintiff

Dated: _____

ANDRE FLORES, Plaintiff

Dated: _____

ROBERT RUSSI
City Manager
Defendant, City of La Verne

APPROVED AS TO FORM AND CONTENT:

DAMMEIER LAW FIRM

Dated: _____

DIETER C. DAMMEIER
Attorneys for Plaintiffs

RENNE PUBLIC LAW GROUP

Dated: _____



ARTHUR A. HARTINGER
Attorneys for Defendant

EXHIBIT A

City of La Verne

Difference in Overtime Calculation Including Holiday Shift Pay

Employee	Position	Comp					Total
		OT - 100%	OT - 50%	FLSA - PERS	Payout		
Victor	Amezcuca	2,453.39	1,380.86	921.84	308.92	5,065.00	
David	Benson	727.83	270.40	63.47	12.63	1,074.33	
Michael	Bentz	2,396.69	1,536.46	257.49	582.36	4,773.00	
David	Bonanno	3,732.43	1,915.97	363.06	430.40	6,441.87	
Larry	Campbell	3,723.75	1,811.02	266.01	321.06	6,121.84	
John	Connolly	1,733.78	993.56	278.76	274.66	3,280.76	
Samuel	Dominick	4,216.86	2,693.73	362.16	898.21	8,170.96	
Andre	Flores	2,507.23	1,338.60	187.24	341.39	4,374.45	
John	Fowlkes	1,050.96	591.27	97.86	259.67	1,999.77	
David	Garcia	3,539.99	2,352.44	537.67	927.58	7,357.68	
Andrew	Glaze	2,685.76	1,502.24	278.33	2.59	4,468.91	
John	Grapentin	4,277.01	2,573.45	386.45	932.51	8,169.41	
Kevin	Greenway	4,245.43	2,769.74	396.14	1,139.42	8,550.72	
Todd	Haroutunian	4,071.13	2,447.49	393.91	609.38	7,521.90	
Adam	Hecht	867.33	588.49	363.37	208.83	2,028.02	
Frank	Hernandez	4,310.36	2,231.11	350.18	325.63	7,217.28	
Leonard	Killman	3,656.42	1,812.48	205.30	-	5,674.20	
Joseph	Mancino	3,334.62	1,897.44	344.41	399.55	5,976.02	
Timothy	Marino	2,573.83	1,988.52	320.35	497.16	5,379.85	
Daniel	Montoya	3,729.66	3,026.90	396.07	1,122.63	8,275.27	
Stephen	Paige	3,692.57	2,113.61	805.26	565.51	7,176.94	
Stephen	Quezada	1,337.97	867.24	115.49	255.65	2,576.36	
Cory	Thompson	2,648.28	1,329.73	278.97	600.31	4,857.29	
Vladimir	Trubin	3,122.13	1,925.21	289.66	669.28	6,006.28	
Adrian	Villarreal	4,080.71	2,528.24	321.45	643.05	7,573.45	
James	Wilfong	2,365.26	1,195.69	332.21	0.51	3,893.68	
Kevin	Wilton	3,176.34	2,108.63	364.17	941.55	6,590.68	
		80,257.70	47,790.52	9,277.25	13,270.45	150,595.92	

City of La Verne
 Holiday Shift Pay Re-calculation
 Victor Amezcua

Hourly Rates	Education /Paramedic 2.50%	Total Calculated	5,065.00
3/8/2015 23,261.0			
6/28/2015 23,726.3			
12/27/2015 24,844.8			
1/10/2016 24,968.0			
9/18/2016 26,148.7			
1/8/2017 26,239.0			
5/2/2017 29,170.0			
9/3/2017 30,421.4			
9/2/2018 31,735.6			

Holiday Shift	0.98
3/8/2015 119.21	
6/28/2015 121.60	
12/27/2015 127.33	
1/10/2016 127.96	
9/18/2016 134.01	
1/8/2017 134.47	
5/2/2017 149.50	
9/3/2017 155.91	
9/2/2018 162.64	

Hours	Fire Overtime 100%		Fire Overtime 50%		FLSA Perseable		Comp Pay Out		
	Original	Re-calculated	Original	Re-calculated	Original	Re-calculated	Original	Re-calculated	
02/18/15 - 06/27/15	56.50	\$ 1,347.10	\$ 1,402.62	65.50	\$ 780.84	\$ 813.02	40.00	\$ 476.85	\$ 496.50
06/28/15 - 12/26/15	487.00	\$ 11,843.58	\$ 12,331.64	705.50	\$ 8,578.69	\$ 8,932.21	80.00	\$ 972.78	\$ 1,012.87
12/27/15 - 01/09/16	-	\$ -	\$ -	-	\$ -	\$ -	50.00	\$ 29.86	\$ 662.88
01/10/16 - 09/17/16	434.00	\$ 11,107.01	\$ 11,564.72	555.50	\$ 7,108.23	\$ 7,401.16	110.00	\$ 1,407.57	\$ 1,465.58
09/18/16 - 01/07/17	180.50	\$ 4,837.84	\$ 5,037.20	204.50	\$ 2,740.55	\$ 2,853.48	50.00	\$ 670.06	\$ 697.67
01/08/17 - 05/01/17	77.00	\$ 2,070.91	\$ 2,156.25	71.00	\$ 954.77	\$ 994.12	40.00	\$ 537.90	\$ 560.07
05/02/17 - 09/02/17	68.50	\$ 2,048.10	\$ 2,132.50	76.50	\$ 1,143.65	\$ 1,190.77	40.00	\$ 597.99	\$ 622.63
09/03/17 - 09/01/18	617.50	\$ 19,254.84	\$ 20,048.31	634.50	\$ 9,892.47	\$ 10,300.13	140.00	\$ 2,182.74	\$ 2,272.68
09/02/18 - 10/13/18	216.00	\$ 7,026.26	\$ 7,315.81	142.00	\$ 2,309.56	\$ 2,404.73	10.00	\$ 162.64	\$ 169.35
Totals	2,137.00	\$ 59,535.65	\$ 61,989.04	2,455.00	\$ 33,508.76	\$ 34,889.61	560.00	\$ 7,038.39	\$ 7,960.22
Total Change		\$ 2,453.39			\$ 1,380.86			\$ 921.84	\$ 308.92

City of La Verne
 Holiday Shift Pay Re-calculation
 David Benson

Hourly Rates	Education /Paramedic	Total Calculated
2/18/2015	38.2950	
6/28/2015	38.3214	
1/10/2016	38.3280	
1/8/2017	39.8200	
	Education 0.00%	
		1,074.33

Holiday Shift	Hours
2/18/2015	1.58
6/28/2015	1.58
1/10/2016	1.58
1/8/2017	1.64

	Fire Overtime 100%		Fire Overtime 50%		FLSA Persable		Comp Pay Out	
	Hours	Original	Hours	Original	Hours	Original	Hours	Original
02/18/15 - 06/27/15	157.50	\$ 6,031.46	63.00	\$ 1,206.29	20.00	\$ 382.95	-	\$ -
06/28/15 - 01/09/16	303.50	\$ 11,630.54	279.50	\$ 5,355.42	50.00	\$ 958.04	8.00	\$ 306.57
01/08/17 - 10/13/18	-	\$ -	-	\$ -	10.00	\$ 199.10	-	\$ -
Totals	<u>461.00</u>	<u>\$ 17,662.01</u>	<u>342.50</u>	<u>\$ 6,561.71</u>	<u>80.00</u>	<u>\$ 1,540.09</u>	<u>8.00</u>	<u>\$ 306.57</u>
Total Change		\$ 727.83		\$ 270.40		\$ 63.47		\$ 12.63

Re-calculated

Re-calculated

Re-calculated

Re-calculated

Re-calculated

City of La Verne
 Holiday Shift Pay Re-calculation
 Michael Bentz

	<u>Hourly Rates</u>		<u>Education /Paramedic</u>
7/12/2015	23,7263		0.00%
1/10/2016	24,9680		
1/8/2017	25,2180		
1/22/2017	26,2387		
11/16/2017	29,1700		
1/21/2018	30,4214		
		Total Calculated	\$ 4,773.00

<u>Holiday Shift</u>	
7/12/2015	0.98
1/10/2016	1.03
1/22/2017	1.08
11/16/2017	1.20
1/21/2018	1.25

	Fire Overtime 100%		Fire Overtime 50%		FLSA Persable		Comp Pay Out		
	Hours	Original	Re-calculated	Hours	Original	Re-calculated	Hours	Original	Re-calculated
07/12/15 - 01/09/16	465.00	\$ 11,032.73	\$ 11,487.37	506.00	\$ 6,002.75	\$ 6,250.12	60.00	\$ 711.79	\$ 741.12
01/10/16 - 01/21/17	637.50	\$ 15,917.10	\$ 16,573.02	884.50	\$ 11,042.10	\$ 11,497.13	160.00	\$ 1,997.44	\$ 2,079.75
01/22/17 - 11/15/17	313.50	\$ 8,225.83	\$ 8,564.81	577.50	\$ 7,576.42	\$ 7,888.64	120.00	\$ 1,574.32	\$ 1,639.20
11/16/17 - 01/20/18	36.00	\$ 1,050.12	\$ 1,093.39	84.00	\$ 1,225.14	\$ 1,275.63	20.00	\$ 291.70	\$ 303.72
01/21/18 - 10/13/18	721.00	\$ 21,933.83	\$ 22,837.70	752.00	\$ 11,438.45	\$ 11,909.81	110.00	\$ 1,673.18	\$ 1,742.13
Totals	<u>2173.00</u>	<u>\$ 58,159.61</u>	<u>\$ 60,556.30</u>	<u>2804.00</u>	<u>\$ 37,284.86</u>	<u>\$ 38,821.33</u>	<u>470.00</u>	<u>\$ 6,248.43</u>	<u>\$ 6,505.92</u>
Total Change		\$ 2,396.69		\$ 1,536.46		\$ 257.49		\$ 582.36	

City of La Verne
 Holiday Shift Pay Re-calculation
 David Bonanno

Hourly Rates	Education /Paramedic
2/18/2015 32,8390	0.00%
6/28/2015 32,8657	
1/10/2016 32,8730	
1/8/2017 33,6740	

Holiday Shift
2/18/2015 164.20 1.35
6/28/2015 164.33 1.35
1/10/2016 164.37 1.35
1/8/2017 168.37 1.39

Total Calculated \$ 6,441.87

	Fire Overtime 100%		Fire Overtime 50%		FLSA Persable		Comp Pay Out	
	Hours	Original	Hours	Original	Hours	Original	Hours	Original
02/18/2015 - 06/27/15	235.00	\$ 7,717.17	228.00	\$ 3,743.65	50.00	\$ 820.98	-	\$ -
06/28/15 - 01/09/16	326.00	\$ 10,714.22	375.00	\$ 6,162.32	80.00	\$ 1,314.63	59.00	\$ 1,939.08
01/10/16 - 01/07/17	762.00	\$ 25,049.23	858.00	\$ 14,102.52	150.00	\$ 2,465.48	144.00	\$ 4,733.71
01/08/17 - 10/13/18	1,398.50	\$ 47,093.09	1,335.50	\$ 22,485.81	250.00	\$ 4,209.25	112.00	\$ 3,771.49
Totals	2721.50	\$ 90,573.70	2796.50	\$ 46,494.30	530.00	\$ 8,810.33	315.00	\$ 10,444.28
Total Change		\$ 3,732.43		\$ 1,915.97		\$ 363.06		\$ 430.40

Re-calculated

Re-calculated

Re-calculated

City of La Verne
 Holiday Shift Pay Re-calculation
 Larry Campbell

	<u>Hourly Rates</u>	<u>Education /Paramedic</u>	
2/18/2015	30,652.0	0.00%	
6/28/2015	31,265.1		
1/10/2016	31,421.0		
1/8/2017	31,736.0		
			Total Calculated
			\$ 6,121.84

	<u>Holiday Shift</u>	
2/18/2015	153.26	1.26
6/28/2015	156.33	1.29
1/10/2016	157.11	1.29
1/8/2017	158.68	1.31

	Fire Overtime 100%		Fire Overtime 50%		FLSA Persable		Comp Pay Out	
	Hours	Original	Hours	Original	Hours	Original	Hours	Original
2/18/2015 - 06/27/15	203.00	\$ 6,222.36	213.00	\$ 3,264.44	40.00	\$ 613.04	-	\$ -
		Re-calculated		Re-calculated		Re-calculated		Re-calculated
06/28/15 - 01/09/16	492.00	\$ 15,382.43	583.00	\$ 9,113.78	50.00	\$ 781.63	17.00	\$ 531.51
		Re-calculated		Re-calculated		Re-calculated		Re-calculated
01/10/16 - 01/07/17	648.00	\$ 20,360.81	756.50	\$ 11,884.99	110.00	\$ 1,728.16	227.00	\$ 7,132.57
		Re-calculated		Re-calculated		Re-calculated		Re-calculated
01/08/17 - 10/13/18	1,525.00	\$ 48,397.40	1,240.50	\$ 19,684.25	210.00	\$ 3,332.28	4.00	\$ 126.94
		Re-calculated		Re-calculated		Re-calculated		Re-calculated
Totals	2868.00	\$ 90,362.99	2793.00	\$ 43,947.46	410.00	\$ 6,455.10	248.00	\$ 7,791.02
		Re-calculated		Re-calculated		Re-calculated		Re-calculated
Total Change		\$ 3,723.75		\$ 1,811.02		\$ 266.01		\$ 321.06

City of La Verne
 Holiday Shift Pay Re-calculation
 Dominick, Samuel

<u>Hourly Rates</u>	<u>Education /Paramedic</u>	
2/18/2015	35.5050	5.00%
2/22/2015	32.8393	
7/12/2015	32.8657	
1/10/2016	32.8730	
5/13/2016	33.2953	
1/8/2017	34.5860	
5/14/2017	36.2466	
5/17/2018	37.9900	
	Total Calculated	\$ 8,170.96

	<u>Holiday Shift</u>	
2/18/2015	186.40	1.54
2/22/2015	172.41	1.42
7/12/2015	172.54	1.42
1/10/2016	172.58	1.42
5/13/2016	174.80	1.44
1/8/2017	181.58	1.50
5/14/2017	190.29	1.57
5/17/2018	199.45	1.64

	Fire Overtime 100%		Fire Overtime 50%		FLSA Persable		Comp Pay Out	
	Hours	Original	Hours	Original	Hours	Original	Hours	Original
02/18/15 - 02/21/15	-	\$ -	-	\$ -	-	\$ -	-	\$ -
02/22/15 - 07/11/15	312.00	\$ 10,758.15	398.00	\$ 6,861.77	50.00	\$ 862.03	-	\$ -
07/12/15 - 01/09/16	287.00	\$ 9,904.08	351.50	\$ 6,064.95	80.00	\$ 1,380.36	203.50	\$ 7,022.58
01/10/16 - 05/12/16	245.50	\$ 8,473.84	275.50	\$ 4,754.67	60.00	\$ 1,035.50	-	\$ -
05/13/16 - 01/07/17	572.00	\$ 19,997.16	796.50	\$ 13,922.85	100.00	\$ 1,748.00	206.50	\$ 7,219.25
01/08/17 - 05/13/17	216.00	\$ 7,844.10	260.50	\$ 4,730.07	50.00	\$ 907.88	-	\$ -
05/14/17 - 05/16/18	873.00	\$ 33,225.45	1,150.50	\$ 21,893.40	150.00	\$ 2,854.42	198.50	\$ 7,554.70
05/17/18 - 10/13/18	304.00	\$ 12,126.41	358.00	\$ 7,140.22	60.00	\$ 1,196.69	-	\$ -
Totals	2809.50	\$ 102,329.19	3590.50	\$ 65,367.93	550.0	\$ 9,984.88	608.50	\$ 21,796.53
		\$ 106,546.05		\$ 68,061.66		\$ 10,347.04		\$ 22,694.74
Total Change		\$ 4,216.86		\$ 2,693.73		\$ 362.16		\$ 898.21

City of La Verne
 Holiday Shift Pay Re-calculation
 Flores, Andre

	<u>Hourly Rates</u>		<u>Education /Paramedic</u>	
5/2/2016	23,844		Education	2.50%
10/30/2016	24,968		Acting	0.00%
1/8/2017	25,218			
11/14/2017	26,238			
			Total Calculated	\$ 4,374.45

	<u>Holiday Shift</u>	
5/2/2016	122.20	1.01
10/30/2016	127.96	1.05
1/8/2017	129.24	1.07
11/14/2017	134.47	1.11

	Fire Overtime 100%		Fire Overtime 50%		FISA Persable		Comp Pay Out	
	Hours	Original	Hours	Original	Hours	Original	Hours	Original
02/18/15 - 10/29/16	336.50	\$ 8,200.23	395.50	\$ 4,833.11	70.00	\$ 855.42	-	\$ -
10/30/16 - 01/07/17	178.00	\$ 4,555.48	254.00	\$ 3,250.26	30.00	\$ 383.89	175.00	\$ 4,478.71
01/08/17 - 11/13/17	606.50	\$ 15,677.08	746.00	\$ 9,641.47	110.00	\$ 1,421.66	-	\$ -
11/14/17 - 10/13/18	1,182.50	\$ 31,802.94	1,097.50	\$ 14,758.45	140.00	\$ 1,882.63	141.50	\$ 3,805.60
Totals	2303.50	\$ 60,235.75	2493.00	\$ 32,483.29	350.0	\$ 4,543.60	316.50	\$ 8,284.30
		\$ 62,742.98		\$ 33,821.89		\$ 4,730.83		\$ 8,625.69
Total Change		\$ 2,507.23		\$ 1,338.60		\$ 187.24		\$ 341.39

City of La Verne
 Holiday Shift Pay Re-calculation
 Fowlkes, John

	<u>Hourly Rates</u>		<u>Education</u>
2/18/2015	31.5070		<u>/Paramedic</u>
1/8/2017	32.2940		0.00%

	<u>Holiday Shift</u>
2/18/2015	1.30
1/8/2017	1.33

Total Calculated \$ 1,999.77

	Fire Overtime 100%		Fire Overtime 50%		FLSA Pervsible		Comp Pay Out		
	Hours	Original	Re-calculated	Hours	Original	Re-calculated	Hours	Original	Re-calculated
02/18/15 - 01/07/17	586.00	\$ 18,463.10	\$ 19,223.94	714.00	\$ 11,248.00	\$ 11,711.52	120.00	\$ 1,890.42	\$ 1,968.32
01/08/17 - 10/13/18	218.00	\$ 7,040.09	\$ 7,330.21	192.00	\$ 3,100.22	\$ 3,227.98	30.00	\$ 484.41	\$ 504.37
Totals	<u>804.00</u>	<u>\$ 25,503.19</u>	<u>\$ 26,554.15</u>	<u>906.00</u>	<u>\$ 14,348.22</u>	<u>\$ 14,939.50</u>	<u>150.0</u>	<u>\$ 2,374.83</u>	<u>\$ 2,472.69</u>
Total Change		\$ 1,050.96		\$ 591.27		\$ 97.86		\$ 259.67	

City of La Verne
 Holiday Shift Pay Re-calculation
 David Garcia

	<u>Hourly Rates</u>		<u>Education /Paramedic</u>	
2/18/2015	30.6520		0.00%	
3/22/2015	32.1848			
4/3/2016	32.6758			
1/8/2017	33.4310			
3/19/2017	34.8959			
3/18/2018	36.4337			
		Total Calculated		\$ 7,357.68

	<u>Holiday Shift</u>	
2/18/2015	1.26	
3/22/2015	1.33	
4/3/2016	1.35	
1/8/2017	1.38	
3/19/2017	1.44	
3/18/2018	1.50	

	Fire Overtime 100%		Fire Overtime 50%		FLSA Persable		Comp Pay Out	
	Hours	Original	Hours	Original	Hours	Original	Hours	Original
02/18/15 - 03/21/15	82.00	\$ 2,513.46	82.00	\$ 1,256.73	10.00	\$ 153.26	-	\$ -
03/22/15 - 04/02/16	732.00	\$ 23,559.27	927.50	\$ 14,851.70	140.00	\$ 2,083.94	195.50	\$ 6,292.13
04/03/16 - 01/07/17	606.00	\$ 19,801.53	798.00	\$ 13,037.64	130.00	\$ 2,123.93	240.00	\$ 7,842.19
01/08/17 - 03/18/17	181.00	\$ 6,051.01	83.50	\$ 1,395.74	10.00	\$ 167.16	-	\$ -
03/19/17 - 03/17/18	684.50	\$ 23,886.24	924.50	\$ 16,130.63	160.00	\$ 2,791.67	240.00	\$ 8,375.02
03/18/18 - 10/13/18	277.00	\$ 10,092.13	469.00	\$ 8,543.70	80.00	\$ 1,457.35	-	\$ -
Totals	<u>2562.50</u>	<u>\$ 83,903.66</u>	<u>3284.50</u>	<u>\$ 55,216.15</u>	<u>530.00</u>	<u>\$ 8,777.30</u>	<u>675.50</u>	<u>\$ 22,509.34</u>
Total Change		\$ 3,539.99		\$ 2,352.44		\$ 537.67		\$ 927.58

City of La Verne
 Holiday Shift Pay Re-calculation
 Andrew Glaze

Hourly Rates
 2/18/2015 28.1740
 6/28/2015 28.7376
 11/1/2015 29.9705
 1/10/2016 30.1200
 10/30/2016 31.4214
 1/8/2017 31.7360

Education /Paramedic
 Education 5.00%

Holiday Shift

2/18/2015	147.91	1.22
6/28/2015	150.87	1.24
11/1/2015	157.35	1.30
1/10/2016	158.13	1.30
10/30/2016	164.96	1.36
1/8/2017	166.61	1.37

Total Change Total Change Total Change \$ 4,468.91

	Fire Overtime 100%		Fire Overtime 50%		FLSA Persable		Comp Pay Out		
	Hours	Original	Re-calculated	Hours	Original	Re-calculated	Hours	Original	Re-calculated
02/18/15 - 06/27/15	-	\$ -	\$ -	96.00	\$ 1,419.97	\$ 1,478.48	40.00	\$ 591.65	\$ 616.04
06/28/15 - 10/31/15	224.00	\$ 6,759.08	\$ 7,037.62	168.00	\$ 2,534.66	\$ 2,639.11	40.00	\$ 603.49	\$ 628.36
11/01/15 - 01/09/16	25.50	\$ 802.46	\$ 835.53	25.00	\$ 393.36	\$ 409.57	10.00	\$ 157.35	\$ 163.83
01/10/16 - 10/29/16	364.50	\$ 11,527.68	\$ 12,002.72	629.00	\$ 9,946.38	\$ 10,356.26	110.00	\$ 1,739.43	\$ 1,811.11
10/30/16 - 01/07/17	1.00	\$ 32.99	\$ 34.35	49.00	\$ 808.32	\$ 841.63	20.00	\$ 329.92	\$ 343.52
01/08/17 - 10/13/18	1,382.00	\$ 46,052.11	\$ 47,949.86	1,281.50	\$ 21,351.58	\$ 22,231.46	200.00	\$ 3,332.28	\$ 3,469.60
Totals	1,997.00	\$ 65,174.32	\$ 67,860.08	2,248.50	\$ 36,454.27	\$ 37,956.50	420.00	\$ 6,754.12	\$ 7,032.45
Total Change		\$ 2,685.76			\$ 1,502.24			\$ 278.33	\$ 2.59

City of La Verne
 Holiday Shift Pay Re-calculation
 John Grapentin

	<u>Hourly Rates</u>		<u>Education /Paramedic</u>	
2/18/2015	34,0040		0.00%	
5/3/2015	35,5045			
6/28/2015	35,5845			
1/10/2016	35,6050			
5/13/2016	32,8726			
1/8/2017	33,6740			
		Total Calculated		\$ 8,169.41

	<u>Holiday Shift</u>
2/18/2015	1.40
5/3/2015	1.46
6/28/2015	1.47
1/10/2016	1.47
5/13/2016	1.35
1/8/2017	1.39

	Fire Overtime 100%		Fire Overtime 50%		FLSA Pervable		Comp Pay Out	
	Hours	Original	Hours	Original	Hours	Original	Hours	Original
02/18/15 - 05/02/15	152.00	\$ 5,168.61	178.00	\$ 3,026.36	30.00	\$ 510.06	-	\$ -
05/03/15 - 06/27/15	90.00	\$ 3,195.41	90.00	\$ 1,597.70	20.00	\$ 355.05	-	\$ -
06/28/15 - 01/09/16	273.00	\$ 9,714.57	449.00	\$ 7,988.72	80.00	\$ 1,423.38	224.00	\$ 7,970.93
01/10/16 - 05/12/16	274.00	\$ 9,755.77	332.50	\$ 5,919.33	60.00	\$ 1,068.15	-	\$ -
05/13/16 - 01/07/17	585.00	\$ 19,230.47	804.50	\$ 13,223.00	100.00	\$ 1,643.63	240.00	\$ 7,899.42
01/08/17 - 10/13/18	1,684.50	\$ 56,723.85	1,823.00	\$ 30,693.85	260.00	\$ 4,377.62	201.00	\$ 6,768.47
Totals	3058.50	\$ 103,788.68	3677.00	\$ 62,448.96	550.00	\$ 9,377.89	665.00	\$ 22,628.83
Total Change		\$ 4,277.01		\$ 2,573.45		\$ 386.45		\$ 932.51

City of La Verne
 Holiday Shift Pay Re-calculation
 Kevin Greenway

2/18/2015	Hourly Rates	38,2950	Education	2.50%	Total Calculated	\$	8,550.72
6/28/2015	38,3214	Paramedic	2.50%				
1/10/2016	38,3280						
1/8/2017	39,8200						

2/18/2015	Holiday Shift	201.05	1.66
6/28/2015	201.19	1.66	1.66
1/10/2016	201.22	1.66	1.66
1/8/2017	209.06	1.72	1.72

	Hours	Fire Overtime 100%		Fire Overtime 50%		FLSA Persable		Comp Pay Out				
		Original	Re-calculated	Original	Re-calculated	Original	Re-calculated	Original	Re-calculated			
02/18/15 - 06/27/15	190.00	\$ 7,639.85	\$ 7,954.68	214.00	\$ 4,302.44	\$ 4,479.74	50.00	\$ 1,005.24	\$ 1,046.67	-	\$ -	-
06/28/15 - 01/09/16	424.00	\$ 17,060.69	\$ 17,763.74	474.00	\$ 9,536.28	\$ 9,929.26	80.00	\$ 1,609.50	\$ 1,675.82	168.00	\$ 6,759.89	\$ 7,038.46
01/10/16 - 01/07/17	914.50	\$ 36,803.50	\$ 38,320.13	1,172.00	\$ 23,583.22	\$ 24,555.05	140.00	\$ 2,817.11	\$ 2,933.20	170.00	\$ 6,841.55	\$ 7,123.48
01/08/17 - 10/13/18	993.00	\$ 41,518.32	\$ 43,229.24	1,425.00	\$ 29,790.34	\$ 31,017.96	200.00	\$ 4,181.10	\$ 4,353.40	336.00	\$ 14,048.50	\$ 14,627.42
Totals	2521.50	\$ 103,022.37	\$ 107,267.79	3285.00	\$ 67,212.28	\$ 69,982.02	470.00	\$ 9,612.95	\$ 10,009.09	674.00	\$ 27,649.94	\$ 28,789.36
Total Change		\$	\$ 4,245.43	\$	\$ 2,769.74	\$	\$ 396.14	\$	\$ 1,139.42			

City of La Verne
 Holiday Shift Pay Re-calculation
 Adam Hecht

<u>Hourly Rates</u>	<u>Education /Paramedic</u>
2/18/2015 38,2950	2.50%
6/28/2015 38,3214	
1/10/2016 38,3280	
1/8/2017 39,8200	

	<u>Holiday Shift</u>
2/18/2015 196.26	1.62
6/28/2015 196.40	1.62
1/10/2016 196.43	1.62
1/8/2017 204.08	1.68

Total Calculated \$ 2,028.02

	Fire Overtime 100%		Fire Overtime 50%		FLSA Perseable		Comp Pay Out		
	Hours	Original	Re-calculated	Hours	Original	Re-calculated	Hours	Original	Re-calculated
02/18/15 - 06/27/15	6.00	\$ 235.51	\$ 245.22	78.00	\$ 1,530.84	\$ 1,593.93	50.00	\$ 981.31	\$ 1,021.75
06/28/15 - 01/09/16	123.00	\$ 4,831.37	\$ 5,030.47	93.50	\$ 1,836.31	\$ 1,911.99	50.00	\$ 981.99	\$ 1,022.45
01/10/16 - 01/07/17	106.00	\$ 4,164.34	\$ 4,335.94	193.00	\$ 3,791.12	\$ 3,947.35	110.00	\$ 2,160.74	\$ 2,249.78
01/08/17 - 10/13/18	289.50	\$ 11,816.09	\$ 12,303.01	349.00	\$ 7,122.30	\$ 7,415.81	230.00	\$ 4,693.78	\$ 4,887.21
Totals	<u>524.50</u>	<u>\$ 21,047.31</u>	<u>\$ 21,914.64</u>	<u>713.50</u>	<u>\$ 14,280.58</u>	<u>\$ 14,869.06</u>	<u>440.0</u>	<u>\$ 8,817.82</u>	<u>\$ 9,181.19</u>
Total Change		\$ 867.33		\$ 588.49		\$ 363.37		\$ 208.83	

City of La Verne
 Holiday Shift Pay Re-calculation
 Hernandez, Frank

Pay Rates	Education /Paramedic
30.6520	0.00%
31.2651	
31.4210	
31.7360	

2/18/2015	153.26	1.26
6/28/2015	156.33	1.29
1/10/2016	157.11	1.29
1/8/2017	158.68	1.31

Holiday Shift

Total Calculated \$ 7,217.28

	Fire Overtime 100%		Fire Overtime 50%		FLSA Persable		Comp Pay Out		
	Hours	Original	Re-calculated	Hours	Original	Re-calculated	Hours	Original	Re-calculated
02/18/15 - 06/27/15	223.50	\$ 6,850.72	\$ 7,133.03	175.50	\$ 2,689.71	\$ 2,800.55	50.00	\$ 766.30	\$ 797.88
06/28/15 - 01/09/16	521.00	\$ 16,289.12	\$ 16,960.37	593.00	\$ 9,270.10	\$ 9,652.11	80.00	\$ 1,250.60	\$ 1,302.14
01/10/16 - 01/07/17	1,008.00	\$ 31,672.37	\$ 32,977.55	1,129.00	\$ 17,737.15	\$ 18,468.08	160.00	\$ 2,513.68	\$ 2,617.27
01/08/17 - 10/13/18	1,568.75	\$ 49,785.85	\$ 51,837.46	1,540.50	\$ 24,444.65	\$ 25,451.99	250.00	\$ 3,967.00	\$ 4,130.48
Totals	3321.25	\$ 104,598.06	\$ 108,908.42	3438.00	\$ 54,141.62	\$ 56,372.73	540.0	\$ 8,497.58	\$ 8,847.76
Total Change		\$ 4,310.36			\$ 2,231.11			\$ 350.18	\$ 325.63

City of La Verne
 Holiday Shift Pay Re-calculation
 Kilman, Leonard

Hourly Rates
2/18/2015
8/31/2016
1/8/2017

Education / Paramedic
Paramedic
Acting

Holiday Shift
2/18/2015
8/31/2016
1/8/2017

Total Calculated \$ 5,674.20

	Fire Overtime 100%		Fire Overtime 50%		FLSA Porsable		Comp Pay Out	
	Hours	Original	Hours	Original	Hours	Original	Hours	Original
02/18/15 - 08/30/16	-	\$ -	-	\$ -	-	\$ -	-	\$ -
08/31/16 - 01/07/17	449.50	\$ 14,162.17	467.20	\$ 7,359.92	60.00	\$ 945.20	-	\$ -
01/08/17 - 10/13/18	2,309.00	\$ 74,566.85	2,268.10	\$ 36,623.01	250.00	\$ 4,036.75	-	\$ -
Totals	2758.50	\$ 88,729.02	2735.30	\$ 43,982.93	310.0	\$ 4,981.95	-	\$ -
Total Change		\$ 3,656.42		\$ 1,812.48		\$ 205.30		\$ -

Re-calculated

Re-calculated

Re-calculated

Re-calculated

City of La Verne
 Holiday Shift Pay Correction
 Mancino, Joseph

Hourly Rates	Education /Paramedic		Total Calculated
	Paramedic Acting	0.00% / 5.00%	
2/18/2015	30,6520		
6/1/2015	30,6520		
6/28/2015	31,2651		
12/28/2015	31,2651		
1/10/2016	31,4210		
5/13/2016	32,6758		
1/8/2017	33,4310		
5/14/2017	34,8959		
5/15/2018	36,4337		
Holiday Shift			
2/18/2015	153,26	1.26	
6/1/2015	153,26	1.26	
6/28/2015	156,33	1.29	
12/28/2015	156,33	1.29	
1/10/2016	157,11	1.29	
5/13/2016	167,16	1.38	
1/8/2017	167,16	1.38	
5/14/2017	174,48	1.44	
5/15/2018	182,17	1.50	
Total Calculated			5,976.02

	Fire Overtime 100%		Fire Overtime 50%		FISA Perseable		Comp Pay Out	
	Hours	Original / Re-calculated	Hours	Original / Re-calculated	Hours	Original / Re-calculated	Hours	Original / Re-calculated
02/18/15 - 05/31/15	89.00	\$ 2,728.03 / \$ 2,840.45	156.50	\$ 2,398.52 / \$ 2,497.36	39.00	\$ 597.71 / \$ 622.35	-	\$ - / \$ -
06/01/15 - 06/27/15	24.00	\$ 772.43 / \$ 802.75	33.00	\$ 531.05 / \$ 551.89	10.00	\$ 160.92 / \$ 167.24	-	\$ - / \$ -
06/28/15 - 12/27/15	364.00	\$ 11,949.52 / \$ 12,418.50	328.00	\$ 5,383.85 / \$ 5,595.15	60.00	\$ 984.85 / \$ 1,023.50	3.50	\$ 114.90 / \$ 119.41
12/28/15 - 01/09/16	24.00	\$ 750.36 / \$ 818.80	-	\$ - / \$ -	-	\$ - / \$ -	-	\$ - / \$ -
01/10/16 - 05/12/16	152.00	\$ 4,775.99 / \$ 4,972.80	240.00	\$ 3,770.52 / \$ 3,925.90	50.00	\$ 785.53 / \$ 817.90	-	\$ - / \$ -
05/13/16 - 01/07/17	467.00	\$ 15,259.60 / \$ 15,902.96	655.00	\$ 10,701.32 / \$ 11,152.51	90.00	\$ 1,470.41 / \$ 1,532.41	126.00	\$ 4,117.15 / \$ 4,290.73
01/08/17 - 05/13/17	120.00	\$ 4,011.72 / \$ 4,177.04	113.50	\$ 1,897.21 / \$ 1,975.39	40.00	\$ 668.62 / \$ 696.17	-	\$ - / \$ -
05/14/17 - 05/14/18	715.50	\$ 24,968.02 / \$ 25,996.92	840.00	\$ 14,656.28 / \$ 15,260.25	150.00	\$ 2,617.19 / \$ 2,725.04	154.00	\$ 5,373.97 / \$ 5,595.42
05/15/18 - 10/13/18	413.00	\$ 15,047.12 / \$ 15,667.19	370.00	\$ 6,740.23 / \$ 7,017.99	60.00	\$ 1,093.01 / \$ 1,138.05	-	\$ - / \$ -
Totals	2368.50	\$ 80,262.79 / \$ 83,597.41	2736.00	\$ 46,078.98 / \$ 47,976.43	499.0	\$ 8,378.25 / \$ 8,722.66	283.50	\$ 9,606.02 / \$ 10,005.57
Total Change		\$ 3,334.62		\$ 1,897.44		\$ 344.41		\$ 399.55

City of La Verne
 Holiday Shift Pay Correction
 Marino, Timothy

Education /Paramedic
 2.50%
 Acting 0.00%

2/18/2015	29.3829
6/28/2015	29.9705
1/10/2016	30.1200
2/7/2016	31.4214
1/8/2017	31.7360

Total Calculated \$ 5,379.85

<u>Holiday Shift</u>	
2/18/2015	150.59
6/28/2015	150.59
1/10/2016	154.37
2/7/2016	161.03
1/8/2017	162.65

	Fire Overtime 100%		Fire Overtime 50%		FLSA Persable		Comp Pay Out	
	Hours	Original	Hours	Original	Hours	Original	Hours	Original
02/18/15 - 06/27/15	242.50	\$ 7,303.49	194.50	\$ 2,928.92	50.00	\$ 752.94	-	\$ -
06/28/15 - 01/09/16	524.50	\$ 16,112.52	668.50	\$ 10,268.08	80.00	\$ 1,228.79	145.00	\$ 4,454.37
01/10/16 - 02/06/16	48.00	\$ 1,481.90	120.00	\$ 1,852.38	20.00	\$ 308.73	-	\$ -
02/07/16 - 01/07/17	831.00	\$ 26,763.96	1,046.00	\$ 16,844.23	140.00	\$ 2,254.49	239.00	\$ 7,697.46
01/08/17 - 10/13/18	837.00	\$ 27,227.11	1,018.30	\$ 16,562.34	200.00	\$ 3,252.94	-	\$ -
Totals	2483.00	\$ 78,888.98	3047.30	\$ 48,455.96	490.0	\$ 7,797.88	384.00	\$ 12,151.82
Total Change		\$ 81,462.80		\$ 50,444.47		\$ 8,118.23		\$ 12,648.99
		\$ 2,573.83		\$ 1,988.52		\$ 320.35		\$ 497.16

City of La Verne
 Holiday Shift Pay Correction
 Montoya, Daniel

2/18/2015	38,295.0
6/28/2015	38,321.4
1/10/2016	38,328.0
1/8/2017	39,820.0

Education /Paramedic	2.50%
Paramedic	0.00%
Acting	

2/18/2015	196.26	1.62
6/28/2015	196.40	1.62
1/10/2016	196.43	1.62
1/8/2017	204.08	1.68

Total Calculated \$ 8,275.27

	Fire Overtime 100%		Fire Overtime 50%		FLSA Pervsible		Fire Overtime 100%	
	Hours	Original	Hours	Original	Hours	Original	Hours	Original
02/18/15 - 06/27/15	259.00	\$ 10,166.37	203.00	\$ 3,984.12	40.00	\$ 785.05	-	\$ -
06/28/15 - 01/09/16	707.00	\$ 27,770.56	957.00	\$ 18,795.21	80.00	\$ 1,571.18	240.00	\$ 9,427.06
01/10/16 - 01/07/17	817.00	\$ 32,096.83	1,079.50	\$ 21,204.73	120.00	\$ 2,357.17	240.50	\$ 9,448.33
01/08/17 - 10/13/18	1,229.00	\$ 50,162.25	1,444.00	\$ 29,468.79	240.00	\$ 4,897.86	205.00	\$ 8,367.18
Totals	3012.00	\$ 120,196.00	3683.50	\$ 73,452.84	480.0	\$ 9,611.26	685.50	\$ 27,242.57
		\$ 123,925.66		\$ 76,479.75		\$ 10,007.33		\$ 28,365.21
Total Change		\$ 3,729.66		\$ 3,026.90		\$ 396.07		\$ 1,122.63

City of La Verne
 Holiday Shift Pay Correction
 Palige, Stephen

Hourly Rates	Education /Paramedic	Total Calculated
2/18/2015 30.6520	0.00%	\$ 7,176.94
6/28/2015 31.2651	Acting 5.00%	
11/1/2015 31.2651		
1/10/2016 31.4210		
5/13/2016 32.9924		
5/14/2016 32.9924		
1/8/2017 33.8173		
5/14/2017 34.8959		
5/13/2018 36.4337		

Holiday Shift	Hours	Original	Re-calculated
2/18/2015	1.26	153.26	1.26
6/28/2015	1.29	156.33	1.29
11/1/2015	1.29	156.33	1.29
1/10/2016	1.29	157.11	1.29
5/13/2016	1.36	164.96	1.36
5/14/2016	1.36	164.96	1.36
1/8/2017	1.39	169.09	1.39
5/14/2017	1.44	174.48	1.44
5/13/2018	1.50	182.17	1.50

	Fire Overtime 100%		Fire Overtime 50%		FLSA Permissible		Comp Pay Out		
	Hours	Original	Re-calculated	Hours	Original	Re-calculated	Hours	Original	Re-calculated
02/18/15 - 06/27/15	218.00	\$ 6,682.14	\$ 6,957.50	222.00	\$ 3,402.37	\$ 3,542.58	50.00	\$ 766.30	\$ 797.88
06/28/15 - 01/09/16	312.00	\$ 9,754.71	\$ 10,156.69	404.00	\$ 6,315.55	\$ 6,575.81	110.00	\$ 1,275.37	\$ 1,790.44
01/10/16 - 05/12/16	204.00	\$ 6,730.38	\$ 6,994.52	270.00	\$ 4,453.93	\$ 4,628.73	60.00	\$ 989.76	\$ 1,028.61
05/13/16 - 01/07/17	522.00	\$ 17,222.03	\$ 17,931.73	681.00	\$ 11,233.91	\$ 11,696.85	100.00	\$ 1,649.62	\$ 1,717.60
01/08/17 - 05/13/17	321.50	\$ 10,872.26	\$ 11,320.29	393.50	\$ 6,653.55	\$ 6,927.74	50.00	\$ 845.43	\$ 880.27
05/14/17 - 05/12/18	693.00	\$ 24,182.86	\$ 25,179.41	691.50	\$ 12,065.26	\$ 12,562.45	100.00	\$ 1,744.80	\$ 1,816.70
05/13/18 - 10/13/18	397.50	\$ 14,482.40	\$ 15,079.20	405.00	\$ 7,377.82	\$ 7,681.86	60.00	\$ 1,093.01	\$ 1,138.05
Totals	2668.00	\$ 89,926.77	\$ 93,619.34	3067.00	\$ 51,502.40	\$ 53,616.01	530.00	\$ 8,364.29	\$ 9,169.55
Total Change		\$ 3,692.57		\$ 2,113.61		\$ 805.26		\$ 14,288.43	\$ 565.51

City of La Verne
 Holiday Shift Pay Correction
 Quezada, Stephen

Hourly Rates
3/27/17 33.7163
4/8/17 24.0831
10/1/17 25.2184
9/30/18 26.2387

Education /Paramedic
Education 2.50%

Total Calculated \$ 2,576.36

Holiday Shift
3/27/17 172.80 1.42
4/8/17 123.43 1.02
10/1/17 129.24 1.07
9/30/18 134.47 1.11

	Fire Overtime 100%		Fire Overtime 50%		FLSA Pervsible		Comp Pay Out			
	Hours	Original	Re-calculated	Hours	Original	Re-calculated	Hours	Original	Re-calculated	
03/27/17 -04/07/17	-	\$ -	\$ -	-	\$ -	\$ -	-	\$ -	\$ -	
04/08/17 -09/30/17	97.00	\$ 2,394.46	\$ 2,493.14	315.00	\$ 3,887.92	\$ 4,048.13	70.00	\$ 863.98	\$ 899.58	
10/01/17 -09/29/18	1,113.50	\$ 28,782.71	\$ 29,968.81	1,327.50	\$ 17,157.18	\$ 17,864.21	150.00	\$ 1,938.66	\$ 2,018.55	
09/30/18 -10/13/18	48.00	\$ 1,290.94	\$ 1,344.14	-	\$ -	\$ -	-	\$ -	\$ -	
Totals	1258.50	\$ 32,468.11	\$ 33,806.08	1642.50	\$ 21,045.10	\$ 21,912.34	220.00	\$ 2,802.65	\$ 2,918.14	
Total Change		\$ 1,337.97			\$ 867.24			\$ 115.49		\$ 255.65

City of La Verne
 Holiday Shift Pay Correction
 Thompson, Cory

<u>Hourly Rates</u>	<u>Education /Paramedic</u>
2/18/2015 32,1848	Education 2.50%
2/7/2016 32,6758	
5/13/2016 29,9433	
1/8/2017 30,6720	
2/5/2017 32,1363	
2/18/2018 33,6741	

2/18/2015	164.95	1.36
2/7/2016	167.46	1.38
5/13/2016	153.46	1.26
1/8/2017	157.19	1.30
2/5/2017	164.70	1.36
2/18/2018	172.58	1.42

Holiday Shift

Total Calculated \$ 4,857.29

Fire Overtime 100%

Fire Overtime 50%

FLSA Pervsible

Comp Pay Out

	Hours		Original		Re-calculated		Hours		Original		Re-calculated	
	Original	Re-calculated	Original	Re-calculated	Original	Re-calculated	Original	Re-calculated	Original	Re-calculated	Original	Re-calculated
02/18/15 - 02/06/16	369.00	\$ 12,173.10	\$ 12,674.73	378.00	\$ 6,235.00	\$ 6,491.94	120.00	\$ 1,979.37	\$ 2,060.93	81.00	\$ 2,672.14	\$ 2,782.26
02/07/16 - 05/12/16	168.00	\$ 5,626.77	\$ 5,858.65	239.50	\$ 4,010.75	\$ 4,176.03	40.00	\$ 669.85	\$ 697.46	-	\$ -	\$ -
05/13/16 - 01/07/17	519.00	\$ 15,929.09	\$ 16,585.51	711.50	\$ 10,918.64	\$ 11,368.58	100.00	\$ 1,534.59	\$ 1,597.83	240.00	\$ 7,366.05	\$ 7,669.60
01/08/17 - 02/04/17	-	\$ -	\$ -	-	\$ -	\$ -	10.00	\$ 157.19	\$ 163.67	-	\$ -	\$ -
02/05/17 - 02/17/18	598.00	\$ 19,697.95	\$ 20,509.67	711.50	\$ 11,718.30	\$ 12,201.20	140.00	\$ 2,305.78	\$ 2,400.80	137.50	\$ 4,529.21	\$ 4,715.85
02/18/18 - 10/13/18	314.00	\$ 10,838.01	\$ 11,284.63	493.50	\$ 8,893.10	\$ 8,867.78	90.00	\$ 1612.157863	\$ 1,617.22	-	\$ -	\$ -
Totals	1968.00	\$ 64,264.91	\$ 66,913.19	2534.00	\$ 41,775.79	\$ 43,105.52	500.0	\$ 8,258.94	\$ 8,537.92	458.50	\$ 14,567.40	\$ 15,167.71
Total Change		\$ 2,648.28			\$ 1,329.73			\$ 278.97			\$ 600.31	

City of La Verne
 Holiday Shift Pay Correction
Trubin, Vladimir

	<u>Hourly Rates</u>		<u>Education /Paramedic</u>	
2/18/2015	30.6520		Education	0.00%
6/28/2015	31.2651		Paramedic	0.00%
1/10/2016	31.4210			
1/8/2017	31.7360			
		Total Calculated	\$	6,006.28

	<u>Holiday Shift</u>	
2/18/2015	153.26	1.26
6/28/2015	156.33	1.29
1/10/2016	157.11	1.29
1/8/2017	158.68	1.31

	<u>Fire Overtime 100%</u>			<u>Fire Overtime 50%</u>			<u>FLSA Persable</u>			<u>Comp Pay Out</u>		
	<u>Hours</u>	<u>Original</u>	<u>Re-calculated</u>	<u>Hours</u>	<u>Original</u>	<u>Re-calculated</u>	<u>Hours</u>	<u>Original</u>	<u>Re-calculated</u>	<u>Hours</u>	<u>Original</u>	<u>Re-calculated</u>
02/18/15 - 06/27/15	182.00	\$ 5,578.66	\$ 5,808.55	206.00	\$ 3,157.16	\$ 3,287.26	47.00	\$ 720.32	\$ 750.01	-	\$ -	\$ -
06/28/15 - 01/09/16	506.00	\$ 15,820.14	\$ 16,472.07	666.00	\$ 10,411.28	\$ 10,840.31	70.00	\$ 1,094.28	\$ 1,139.37	162.00	\$ 5,064.95	\$ 5,174.34
01/10/16 - 01/07/17	1,029.00	\$ 32,332.21	\$ 33,664.58	1,077.00	\$ 16,920.21	\$ 17,617.47	140.00	\$ 2,199.47	\$ 2,290.11	216.00	\$ 6,786.94	\$ 7,032.94
01/08/17 - 10/13/18	694.25	\$ 22,032.72	\$ 22,940.66	1,022.80	\$ 16,229.79	\$ 16,898.60	190.00	\$ 3,014.92	\$ 3,139.16	240.00	\$ 7,616.64	\$ 7,930.51
Totals	<u>2411.25</u>	<u>\$ 75,763.73</u>	<u>\$ 78,885.86</u>	<u>2971.80</u>	<u>\$ 46,718.43</u>	<u>\$ 48,643.64</u>	<u>447.0</u>	<u>\$ 7,028.99</u>	<u>\$ 7,318.65</u>	<u>618.0</u>	<u>\$ 19,468.52</u>	<u>\$ 20,137.80</u>
Total Change		\$ 3,122.13			\$ 1,925.21			\$ 289.66			\$ 669.28	

City of La Verne
 Holiday Shift Pay Correction
 Villarreal, Adrian

Hourly Rates	Education /Paramedic	Total Calculated
2/18/2015 25.5090	0.00%	\$ 7,573.45
2/24/2015 28.1741	0.00%	
6/28/2015 28.7376		
11/1/2015 29.9705		
1/10/2016 30.1200		
11/13/2016 31.4214		
1/8/2017 31.7360		

Holiday Shift	
2/18/2015 127.55	1.05
2/24/2015 140.87	1.16
6/28/2015 143.69	1.18
1/1/2015 149.85	1.24
1/10/2016 150.60	1.24
11/13/2016 157.11	1.29
1/8/2017 158.68	1.31

	Fire Overtime 100%		Fire Overtime 50%		FLSA Permissible		Comp Pay Out	
	Hours	Original	Hours	Original	Hours	Original	Hours	Original
02/18/15 - 02/23/15	-	\$ -	-	\$ -	-	\$ -	-	\$ -
02/24/15 - 06/27/15	180.00	\$ 5,071.34	156.00	\$ 2,197.58	50.00	\$ 704.35	-	\$ -
06/28/15 - 10/31/15	345.50	\$ 9,928.84	604.50	\$ 8,685.94	50.00	\$ 718.44	-	\$ -
11/01/15 - 01/09/16	201.00	\$ 6,024.07	182.00	\$ 2,727.32	30.00	\$ 449.56	240.00	\$ 7,192.92
01/10/16 - 11/12/16	951.00	\$ 28,644.12	1,235.00	\$ 18,599.10	120.00	\$ 1,807.20	-	\$ -
11/13/16 - 01/07/17	48.00	\$ 1,508.23	48.00	\$ 754.11	30.00	\$ 471.32	240.00	\$ 7,541.14
01/08/17 - 10/13/18	1,995.50	\$ 63,329.19	1,789.00	\$ 28,387.85	230.00	\$ 3,649.64	-	\$ -
Totals	3721.00	\$ 114,505.78	4014.50	\$ 61,351.90	510.0	\$ 7,800.51	480.00	\$ 14,734.06
Total Change		\$ 4,080.71		\$ 2,528.24		\$ 321.45		\$ 643.05

Re-calculated values: 5,280.32, 10,338.00, 6,272.32, 29,824.51, 1,586.10, 65,285.25, 118,586.50, 2,288.14, 9,043.88, 2,899.70, 19,365.55, 785.19, 29,557.68, 63,880.14, 8,121.96, 15,377.11

City of La Verne
 Holiday Shift Pay Correction
 Wilfong, James

Hourly Rates		Education
2/18/2015	28.1740	/Paramedic
6/28/2015	29.9705	5.00%
1/10/2016	30.1200	
6/26/2016	31.4214	
1/8/2017	31.7360	

Total Calculated \$ 3,893.68

	Holiday Shift	
2/18/2015	147.91	1.22
6/28/2015	157.35	1.30
1/10/2016	158.13	1.30
6/26/2016	164.96	1.36
1/8/2017	164.96	1.36

	Fire Overtime 100%		Fire Overtime 50%		FLSA Perseable		Comp Time Pay Out		
	Hours	Original	Re-calculated	Hours	Original	Re-calculated	Hours	Original	Re-calculated
02/18/15 - 06/27/15	168.00	\$ 4,969.89	\$ 5,174.70	216.00	\$ 3,194.93	\$ 3,326.59	50.00	\$ 739.57	\$ 770.04
06/28/15 - 01/09/16	298.00	\$ 9,377.77	\$ 9,764.22	251.00	\$ 3,949.36	\$ 4,112.11	70.00	\$ 1,101.42	\$ 1,146.80
01/10/16 - 06/25/16	294.00	\$ 9,298.04	\$ 9,681.21	318.00	\$ 5,028.53	\$ 5,235.75	70.00	\$ 1,106.91	\$ 1,152.52
06/26/16 - 01/07/17	242.50	\$ 8,000.67	\$ 8,330.37	266.50	\$ 4,396.25	\$ 4,577.41	70.00	\$ 1,154.74	\$ 1,202.32
01/08/17 - 10/13/18	780.50	\$ 26,008.45	\$ 27,069.60	754.50	\$ 12,571.03	\$ 13,083.93	240.00	\$ 3,998.74	\$ 4,161.89
Totals	<u>1783.00</u>	<u>\$ 57,654.83</u>	<u>\$ 60,020.09</u>	<u>1806.00</u>	<u>\$ 29,140.10</u>	<u>\$ 30,335.79</u>	<u>500.0</u>	<u>\$ 8,101.37</u>	<u>\$ 8,433.58</u>
Total Change		\$ 2,365.26		\$ 1,195.69		\$ 332.21		\$ 16.66	\$ 17.18

City of La Verne
 Holiday Shift Pay Correction
 Wilton, Kevin

Hourly Rates		Education /Paramedic	
2/18/2015	32,8390	09/04/16-08/06/17	Education + 5% 10.00%
7/12/2015	32,8657		
1/10/2016	32,8730		
9/4/2016	32,8730		
1/8/2017	33,6740		
8/7/2017	33,6740		
		Total Calculated	\$ 6,590.68

Holiday Shift	
2/18/2015	1.42
6/28/2015	1.42
1/10/2016	1.42
9/4/2016	1.49
1/8/2017	1.53
8/7/2017	1.46

Date	Fire Overtime 100%		Fire Overtime 50%		FLSA Persable		Comp Time Out	
	Hours	Original	Hours	Original	Hours	Original	Hours	Original
02/18/15 - 06/27/15	217.0	\$ 7,482.37	300.0	\$ 5,172.14	50.0	\$ 862.02	0.0	\$ -
06/28/15 - 01/09/16	335.0	\$ 11,560.51	425.0	\$ 7,333.16	80.0	\$ 1,380.36	183.5	\$ 6,332.40
01/10/16 - 09/03/16	502.0	\$ 17,327.36	592.0	\$ 10,216.93	90.0	\$ 1,553.25	0.0	\$ -
09/04/16 - 01/07/17	213.50	\$ 7,720.22	347.50	\$ 6,282.85	60.0	\$ 1,084.81	215.50	\$ 7,792.54
01/08/17 - 08/06/17	336.0	\$ 12,445.91	498.0	\$ 9,223.31	80.0	\$ 1,481.66	0.0	\$ -
08/07/17 - 10/13/18	581.0	\$ 20,542.82	732.0	\$ 12,940.92	140.0	\$ 2,475.04	234.0	\$ 8,649.16
Totals	2184.50	\$ 77,079.19	2894.50	\$ 51,169.31	500.0	\$ 8,837.14	633.00	\$ 22,774.10
		\$ 80,255.53		\$ 53,277.93		\$ 9,201.30		\$ 23,715.65
Total Change		\$ 3,176.34		\$ 2,108.63		\$ 364.17		\$ 941.55

EXHIBIT B

City of La Verne
10/25/2018

	a	b	c	d	e (e=b+c+d)	f (f=e*1.5) Over	g (g=a*f)
	Hours	Hourly Rate	Edu./ Paramedic	Holiday In-Lieu Rate	Combined Rate	Time Rate 150%	Total Value
ANDREW GLAZE – Committees 11 hours	11	31.74	1.59	1.37	34.70	52.04	572.48
DANNY MONTOYA – Staff Meetings & Committees 250 hours	250	39.82	1.00	1.68	42.50	63.75	15,936.55
TODD HAROUTUNIAN – Staff Meetings 28 hours	28	39.82	1.99	1.72	43.53	65.30	1,828.45
KEVIN M. WILTON – Staff Meetings & Holiday Work 28 hours	28	33.67	3.37	1.46	38.50	57.75	1,616.93
VLADIMIR TRUBIN – Equip. Design & Committees 300 hours	300	31.74	-	1.31	33.04	49.57	14,869.71
LARRY CAMPBELL – Training 20 hours	20	31.74	-	1.31	33.04	49.57	991.31
JOHN GRAPENTIN – Apparatus Committee 120 hours	120	33.67	-	1.39	35.06	52.59	6,311.10
JOHN CONNOLLY – Interviews, Payroll, Committees 108 hours	108	31.74	1.59	1.37	34.70	52.04	5,620.75
KEVIN GREENWAY – Staff Meetings 12 hours	12	39.82	1.02	1.72	42.56	63.85	766.14
DAVID BENSON – Staff Meetings 24 hours	24	39.82	-	1.64	41.46	62.19	1,492.59
ADAM HECHT – Staff Meetings 24 hours	24	39.82	1.00	1.68	42.50	63.75	1,529.91
CORY THOMPSON – Staff Meetings & Committees 103 hours	103	33.67	0.03	1.42	35.12	52.68	5,426.27
ANDRE FLORES – Explorer Meetings 32 hours	32	26.24	0.66	1.11	28.00	42.00	1,344.14
							<u>58,306.34</u>

1 Dieter C. Dammeier, SBN 188759
2 Dieter@DammeierLaw.com
3 **DAMMEIER LAW FIRM**
4 9431 Haven Avenue, Suite 232
5 Rancho Cucamonga, CA 91730
6 Telephone: (909) 240-9525
7 Facsimile: (909) 912-1901

8 Attorney for Plaintiffs

9 UNITED STATES DISTRICT COURT
10 CENTRAL DISTRICT OF CALIFORNIA

11 ANDREW GLAZE et al.,

12 Plaintiffs,

13 vs.

14 CITY OF LA VERNE,

15 Defendant.

16 Case No.: ED CV 18-352 PA (SHKx)

17 **DECLARATION OF DIETER C.
18 DAMMEIER IN SUPPORT OF
19 APPROVAL OF SETTLEMENT
20 AND DISMISSAL WITH
21 PREJUDICE**

22 I, DIETER C. DAMMEIER, declare as follows:

23 1. I am an attorney at law duly licensed to practice in the State of
24 California, and am specifically admitted to practice before the Central District of
25 California. I am the attorney of record for Plaintiffs Andrew Glaze, et al.
26 (“Plaintiffs”). If called upon to testify, I could and would competently testify to the
27 following facts from my own personal knowledge.

28 2. I have over twenty years of experience litigating employment law

1 matters at every level of our State and Federal Courts, including before the California
2 and United States Supreme Courts. Over the course of my career, I have litigated
3 and settled numerous lawsuits alleging violations of the Fair Labor Standards Act
4 (“FLSA”). As a Managing Partner in a twenty-one attorney firm focused on
5 employment law matters in the public sector, I also oversaw and supervised such
6 cases for approximately ten years.

7 3. I have been published in the Harvard Law and Policy Review; Fading
8 Privacy Rights of Public Employees. I have written several dozen articles on
9 employment law matters published in various industry magazines, many of which
10 were on the FLSA. I have provided training and lectures on numerous employment
11 related topics over the years, including at least 10 on the FLSA, to employee
12 associations or other union groups. I have appeared on every major news channel
13 in Southern California and national networks, including CNN, Fox News and
14 MSNBC, discussing and defending the rights of my clients.

15 4. A Westlaw search reveals I have been involved in 20 published
16 California State or Federal Appellate Court cases, including personally arguing
17 before the California Supreme Court and before the United States Supreme Court. I
18 have also been involved in a similar amount of unpublished cases in both State and
19 Federal Courts.

20 5. I instigated and filed the underlying case of Flores v. City of San
21 Gabriel, resulting in the 9th Circuit decision that propelled numerous cases involving
22 the accuracy of overtime rates under the FLSA, such as the instant case. Over the
23 last year alone, I have been involved in litigating eight cases stemming from the
24 *Flores* case, similar to the instant case.

25 6. On February 18, 2018 I filed the instant Action alleging Defendant City
26 of La Verne (“Defendant” or “City”) failed to include all statutorily required forms
27 of compensation in the “regular rate” used to calculate overtime compensation.
28

DECLARATION OF DIETER C. DAMMEIER IN SUPPORT OF SETTLEMENT APPROVAL

1 7. Throughout this litigation, I worked with each of the 27 Plaintiffs and
2 Counsel for the City to investigate the claims, defenses, and potential damages,
3 obtain payroll data, and inform the litigation strategy. The parties worked diligently
4 to exchange information to assess the potential value of the claims.

5 8. Formal discovery included, volumes of payroll data, over 200
6 interrogatories, 13 depositions, requests for admissions and request for production
7 of documents.

8 9. After some groundwork communications with Counsel for the parties,
9 the Parties engaged in extensive settlement discussions, which culminated in a single
10 day mediation with U.S. District Court for the Central District of California panel
11 Mediator Marisa Ratinoff, who the Parties selected due to her expertise in the area
12 of FLSA litigation. Under the guidance of mediator Ratinoff, the Parties reached
13 agreement on the terms of settlement, which are memorialized in the attached
14 Agreement.

15 10. Once finalized, counsel for the parties consulted with their respective
16 Clients (27 plaintiffs) and obtained approval from all parties to the Agreement. The
17 parties have executed the Agreement and it has been approved by the City's elected
18 City Council.

19 11. I am intimately familiar with the terms of the parties' Agreement. I
20 agree with the terms of the Agreement. In my experience, the terms of the Agreement
21 are fair and reasonable, and the settlement amount is within the range that Plaintiffs
22 would expect to recover if this matter were to proceed to trial.

23 12. Specifically, under the Agreement, the City will pay three-years of
24 unpaid overtime compensation to each Plaintiff who received holiday-in-lieu
25 payments (all 27 plaintiffs). Additionally, thirteen plaintiffs will receive full
26 overtime compensation for all claimed hours worked for which he was not
27 compensated. In sum, the Plaintiffs will receive what they would have received had
28

1 the City paid the correct overtime rate and paid for the uncompensated work for the
2 previous three years, correcting the claims alleged in the Complaint, with the
3 exception of the Certificate Pay claim. The claim that Certificate Pay was not
4 included in the overtime rate was added later in the case and was minimal
5 (approximately \$20,000 total for three years). Plaintiffs opted to drop this portion
6 of the claim in order to obtain the full amount of damages in the other claims and
7 the agreement that Plaintiffs will be including Certification payments in the regular
8 rate on a prospective basis.

9
10 13. The unpaid overtime compensation is calculated based on contract
11 overtime hours that do not qualify as FLSA overtime hours, either because paid time
12 off was utilized or the existence of a Section 207(k) partial overtime exemption. The
13 damages not only include these non-FLSA overtime hours, but Defendant also
14 agreed not to assert offsets and credits provided under 29 U.S.C. Section 207(e)(5)-
15 (7) and (h)(2). In my opinion, the methodology utilized to determine the unpaid
16 overtime compensation resulted in a significant benefit to the Plaintiffs and the
17 recovery is on par with the recoverable damages if this matter proceeded to trial.

18 14. The Settlement has also provide prospective relief in that the City is
19 now including the holiday-in-lieu pay in calculating the overtime rate. While this is
20 an unsettled area of the law, the City has reserved the right to change this in the
21 future.

22 15. Based on my experience in FLSA litigation, the settlement provides a
23 fair recovery in light of the risk to Plaintiffs. In my opinion, Plaintiffs' claims are
24 meritorious. However, I know the outcome of a trial, or any appeals that would
25 inevitably follow, is inherently uncertain. Critical in my analysis is that the holiday-
26 in-lieu pay being included in the overtime rate is not well settled and there is
27 announced pending regulatory changes by the Department of Labor impacting this
28 area of the law. Bona fide disagreements exist over the proper method of calculating

1 the damages. For example, the application of salaried vs hourly compensation
2 provided in Regulations (i.e., 29 CFR § 778.113 and 29 CFR § 778.109) can result
3 in about a three to one (3:1) difference in the magnitude of damages. Additionally,
4 disputes exist as to the applicability and impact of 207(k) alternative work schedules,
5 and offset and/or credits to damage calculations. There are also disputes regarding
6 whether Defendant acted in good faith when it excluded holiday-in-lieu pay, and
7 whether it willfully violated the FLSA. Accordingly, it is uncertain whether the
8 Plaintiffs would be able to obtain a judgment that includes damages based on a three
9 (3) year statute of limitations with liquidated damages.

10 16. These risks must be considered in assessing the fairness of the
11 settlement, which guarantees against a result that could leave Plaintiffs with a lesser
12 recovery. In my opinion the settlement is fair, adequate, and in the best interests of
13 the Plaintiffs. This settlement was reached through good faith negotiations. Plaintiffs
14 considered the ranges of recovery in reaching this settlement and believe the
15 recovery approaches the outer limits. Defendant has raised several defenses that
16 could significantly reduce any recovery. The settlement provided all Plaintiffs
17 substantial relief in a prompt and efficient manner. I believe this settlement to be an
18 excellent result and consistent with the public interest in settling litigation. Because
19 the settlement provides substantial relief, without the attendant risks of continued
20 litigation, I believe it warrants this Court's approval.

21 22 17. The Settlement Agreement calls for \$75,000 in attorney fees and costs.
23 Costs amount to approximately \$2,955, leaving the remaining amount of \$72,045
24 for attorney fees. I believe the fees agreed to herein are fair and reasonable under
25 both the loadstar approach and the common fund approach. From the Common fund
26 perspective, the fees amount equals 25.38% of the total settlement which is within
27 the standard 25% determined by the Ninth Circuit as a reasonable fee. (*Six (6)*
28 *Mexican Workers v. Ariz. Citrus Growers*, 904 F.2d 1301, 1311 (9th Cir.1990).) In

1 the Central District a fee award of 30% or more of the total recovery has been
2 consistently approved. (*Brown v. CVS Pharmacy, Inc.* (C.D. Cal., Apr. 24, 2017, No.
3 CV15-7631 PSG (PJWX)) 2017 WL 3494297 (approving a \$900,000.00 fee award
4 from a \$3 million wage and hour settlement); *Fernandez v. Victoria Secret Stores,*
5 *LLC*, No. CV 06-4149 MMM (SH), 2008 WL 8150856 (C.D. Cal. July 21, 2008)
6 (awarding 34% of the common fund in attorneys' fees in a wage and hour class action
7 settlement); *Hightower v. JPMorgan Chase Bank, N.A.* (C.D. Cal., Aug. 4, 2015,
8 No. CV111802PSGPLAX) 2015 WL 9664959 (C.D. Cal. 2015) (approving
9 attorneys' fees of 30% of the settlement fund).) The Eastern District has noted that
10 “nearly all common fund awards range around 30%,” 5% more than the percentage
11 of the fees in this settlement. (*Knight v. Red Door Salons, Inc.*, No. 08-1520 SC,
12 2009 WL 248367, at *17 (N.D. Cal. Feb. 2, 2009). The retainer agreements entered
13 into by the Plaintiffs call for a contingency fee. In light of the City agreeing to pay
14 fees in the cases and in an effort to foster the settlement, I agreed to eliminate any
15 additional recovery from the Plaintiffs, thus Plaintiffs recovery will not be reduced
16 in any manner to pay attorney fees or costs.

17
18 18. In looking at this case from a loadstar perspective, the fees are quite
19 low. I have spent in excess of 150 hours on this case, dealing with extensive
20 discovery (including 13 depositions), handling 27 plaintiffs, review of volumes of
21 payroll records and other documents. Based on my experience and background, in
22 a fee motion I would respectfully request \$650 an hour, which in this case would
23 equal \$97,500, far above the \$72,045 the Agreement provides.

24 19. The amount of attorney’s fees and costs set forth in the parties’
25 Agreement is reasonable, and fully and fairly compensates my office for the
26 resources expended in bringing this action.

27 20. Filed concurrently with this Declaration is the Joint Stipulation and
28 Request for Approval of Settlement Agreement.

DECLARATION OF DIETER C. DAMMEIER IN SUPPORT OF SETTLEMENT APPROVAL

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

21. All Plaintiffs have voluntarily agreed to accept the terms of the Agreement, as reflected by their individual signature pages to the Agreement.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct. Executed this 6th day of November, 2018.

Dieter Dammeier

DIETER C. DAMMEIER

1 ARTHUR A. HARTINGER (SBN 121521)
 2 ahartinger@publiclawgroup.com
 3 LINDA M. ROSS (SBN 133874)
 4 lross@publiclawgroup.com
 5 SPENCER J. WILSON (SBN 266938)
 6 swilson@publiclawgroup.com
 7 RENNE PUBLIC LAW GROUP®
 8 350 Sansome Street, Suite 300
 9 San Francisco, CA 94104
 10 Telephone: (415) 848-7200
 11 Facsimile: (415) 848-7230

12 Attorneys for Defendant
 13 CITY OF LA VERNE

14 IN THE UNITED STATES DISTRICT COURT
 15 FOR THE CENTRAL DISTRICT OF CALIFORNIA

16 ANDREW GLAZE, DANNY MONTOYA,
 17 LEONARD KILMAN, ADRIAN VILLARREAL,
 18 TODD HAROUTUNIAN, KEVIN M. WILTON,
 19 TIM MARINO, JAMES WILFONG, CORY
 20 THOMPSON, SAMUEL DOMINICK,
 21 VLADAMIR TRUBIN, STEPHEN QUEZADA,
 22 STEPHEN QUEZADA, DAVID BONANNO,
 23 MICHAEL BENTZ, DAVID GARCIA, JOE
 24 MANCINO, LARRY CAMPBELL, JOHN
 25 GRAPENTIN, JOHN CONNOLLY, KEVIN
 26 GREENWAY, FRANK HERNANDEZ, STEPHEN
 27 PAIGE and ANDRE FLORES,

28 Plaintiffs,

v.

CITY OF LA VERNE,

Defendant.

Case No. 5:18-cv-00352

**DECLARATION OF ARTHUR A.
 HARTINGER IN SUPPORT OF APPROVAL
 OF SETTLEMENT AGREEMENT**

I, Arthur A. Hartinger, declare:

1. I am lead counsel for Defendant City of La Verne in the above-captioned lawsuit. I have personal knowledge of the following matters and, if called upon to testify, could and would testify competently with respect thereto.

2. Defense counsel has extensive experience representing public agencies in wage-and-hour

1 matters. I have been licensed to practice law for over thirty years and my career has focused on
2 representing public agencies in labor and employment litigation matters. I have litigated, tried, and
3 settled numerous lawsuits alleging violations of the Fair Labor Standards Act (“FLSA”) and also
4 supervise other attorneys in the litigation and settlement of FLSA matters. I frequently provide training
5 and lectures on employment law-related matters, including the FLSA.

6 3. My co-counsel, Spencer Wilson, is also an experienced labor and employment attorney
7 who has been licensed to practice law for nearly nine years. He has represented numerous public
8 agencies in FLSA litigation, and has advised many others on resolution of threatened FLSA lawsuits
9 alleging violation of FLSA regular rate requirements arising from the decision in *Flores v. City of San*
10 *Gabriel*, 824 F.3d 890 (9th Cir. 2016). Mr. Wilson also frequently advises clients on FLSA compliance
11 matters and has argued a wage-and-hour case involving issues of first impression before the Alaska
12 Supreme Court.

13 4. Plaintiffs’ lawsuit alleges two categories of FLSA violations. First, Plaintiff Firefighters
14 allege that the City underpaid the Firefighters’ overtime by excluding the value of the employees’
15 Holiday-in-Lieu (“HIL”) Pay, Driver Operator Certification Pay, and Company Officer Certification Pay
16 in the Plaintiffs’ FLSA regular rate of pay. This allegedly resulted in an underpayment of the
17 Firefighters’ FLSA overtime, which is calculated at 1.5 times the regular rate of pay. Second, thirteen of
18 the Plaintiffs allege that they performed work in excess of 182 hours during certain work periods and did
19 not receive any payment for that work.

20 5. It is the City’s position that it has at all times acted in good faith with respect to its efforts
21 to comply with the FLSA and therefore liquidated damages are not recoverable. It is also the City’s
22 position that any violation of the FLSA was not willful and a two-year statute of limitation applies.
23 Moreover, the City pays all Plaintiffs according to the negotiated terms of their memorandum of
24 understanding (“MOU”) which provides for overtime premium benefits more generous than those
25 required under the FLSA.

26 6. In reaching this Settlement Agreement, the parties exchanged information in discovery,
27 including voluminous payroll data. Defendant also deposed each of the thirteen Plaintiffs with claims for
28 uncompensated work hours. The parties have had multiple settlement conversations and have exchanged

1 multiple e-mails regarding settlement. These settlement discussions culminated in a one-day mediation
2 with Central District panel mediator Marisa Ratinoff, who has an extensive background litigating and
3 mediating FLSA claims.

4 7. Plaintiffs' primary claim, that HIL pay was improperly excluded from the regular rate, is
5 an unsettled area of law and there is legal authority supporting both Plaintiffs' and Defendant's
6 respective positions. The Department of Labor ("DOL") recently announced that it will soon be
7 proposing new rules to clarify and update the regulations governing the regular rate of pay. True and
8 correct copies of those announcements are attached as **Exhibit A**. Indeed, another California District
9 Court has stayed a similar FLSA action involving HIL pay (in which I am counsel) pending the DOL's
10 announcement of the proposed regulations because, in that judge's view the Department of Labor
11 Authority on [holiday-in-lieu pay] is muddled." *Aboudara v. City of Santa Rosa*, Case No. 4:17-cv-
12 01661-HSG, Dkt. 81 at 13:06-07, 97, 108 (N.D. Cal.) In Defendant's view, Plaintiffs will have difficulty
13 successfully demonstrating that the City's HIL pay practices violated the FLSA. And even if it were
14 successful, it certainly would not be able to demonstrate that any violation was willful or a product of
15 bad faith.

16 8. Exhibit A to the Settlement Agreement includes detailed calculation of each Plaintiff's
17 settlement amount attributable to the alleged regular rate violations. The City calculated the regular rate
18 adjustment that would result from including the HIL pay in the regular rate of pay for each 24-day work
19 period occurring during the three-year period preceding the filing of this lawsuit. The City then
20 multiplied each hour of overtime worked from February 18, 2015 through October 13, 2018 by 1.5 times
21 the regular rate adjustment.

22 9. The Parties' agreed-upon methodology for calculating the regular rate damages is very
23 generous to Plaintiffs. First of all, it uses a three-year lookback, even though a two-year statute of
24 limitations applies to FLSA claims unless the Plaintiffs can demonstrate that the violation was willful.
25 Plaintiffs would have a very difficult time demonstrating willfulness here, as the City never received any
26 objection to its exclusion of HIL pay from the regular rate of pay until this lawsuit was filed. And as
27 previously mentioned, there is legal authority supporting Defendant's position that HIL pay is properly
28 excluded from the regular rate of pay. In light of this authority, it is difficult to imagine how Plaintiffs

1 might demonstrate that such Defendant “willfully” violated this unsettled law.

2 10. The stipulated damage calculation methodology is also extremely generous to Plaintiffs
3 because it pays Plaintiffs for all hours of MOU overtime worked by Plaintiffs. Time that qualifies as
4 MOU overtime work is significantly more generous than time that qualifies as FLSA overtime work.
5 This is so because only hours “actually worked” count towards FLSA overtime, whereas the parties’
6 MOU treats both hours actually worked and vacation time as hours worked for purposes of calculating
7 MOU overtime. Under the FLSA, employers are entitled to reduce overtime liability by taking a credit
8 for MOU overtime premiums it provides to employees that are more generous than FLSA overtime
9 premiums. 29 U.S.C. §§ 207(h), (e)(5)-(7); *Howard v. City of Springfield, Illinois*, 274 F.3d 1141, 1150
10 (7th Cir. 2001) (“there is a clear congressional intent to allow an employer to offset premium rates of
11 pay against overtime owed.”); *See also Alexander v. United States*, 32 F.3d 1571, 1577 (Fed.Cir.1994)
12 (overtime premium pay is creditable toward any overtime compensation due under the FLSA); *Kohlheim*
13 *v. Glynn County, Georgia*, 915 F.2d 1473, 1481 (11th Cir.1990) (employer may offset “all” previously
14 paid overtime premiums against overtime found to be due and owing under the FLSA). Defendant agreed
15 not to utilize any MOU overtime credits available under the FLSA. In light of this agreement and
16 Defendant’s agreement to calculate damages using a three-year lookback instead of a two-year lookback,
17 Plaintiffs agreed to waive any claim to liquidated damages and any damages attributable to exclusion of
18 Certificate Pay from the regular rate of pay (which are negligible—*i.e.*, around \$20,000—in comparison
19 to the other damages in the case).

20 11. Settlement amounts for the uncompensated work hour claims brought by 13 of the
21 Plaintiffs are detailed in Exhibit B to the Settlement Agreement. Those amounts were calculated by
22 multiplying each Plaintiff’s current regular rate (including the adjustments attributable to including HIL
23 Pay in the regular rate) by 1.5 and then multiplying the result by the number of uncompensated work
24 hours, based on deposition testimony of the Plaintiffs and other relevant evidence. This methodology
25 was favorable to Plaintiffs because it used the employees’ current regular rate even in situations where a
26 smaller amount might be appropriate. The parties also agreed to compensate Plaintiffs using a three-year
27 and not a two-year lookback. Defendant also agreed to compensate all of these hours as overtime hours
28 worked, even though some evidence suggests that some of these hours should have been compensated at

1 straight time and not overtime. Moreover, Defendant agreed not to offset any of its liability with MOU
2 overtime credits. Accordingly, Plaintiffs agreed to waive liquidated damages.

3 12. Given the unsettled law surrounding HIL pay and the very real possibility that
4 Defendant's would prevail on this issue at trial, Defendant believes that the stipulated Settlement
5 Agreement constitutes a good deal for the Plaintiffs.

6 13. In my experience, and based upon my assessment of the respective strengths of the
7 parties' positions and the dollar amounts at issue, I believe this settlement is fair, reasonable, and
8 adequate, and well within the range that the Plaintiffs could hope to recover at trial. The settlement is
9 based upon an understanding that the case will not be litigated further, and if the parties are required to
10 perform further work preparing for trial in this case, it will increase the fees and costs for both sides in a
11 case that both sides agree should settle.

12 I declare under penalty of perjury under the laws of the United States of America that the
13 foregoing is true and correct.

14 Executed this 8th day of November, 2018, in San Francisco, California.

15 
16 _____
17 Arthur A. Hartinger

RENNE PUBLIC LAW GROUP®

18
19
20
21
22
23
24
25
26
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

ANDREW GLAZE et al.,

Plaintiffs,

vs.

CITY OF LA VERNE,

Defendant.

Case No.: ED CV 18-352 PA (SHKx)

**[PROPOSED] ORDER FOR
APPROVAL OF SETTLEMENT
AGREEMENT AND DISMISSAL
WITH PREJUDICE**

The Court has carefully reviewed the Stipulation of the Parties, the Settlement Agreement and declarations of Counsel attached thereto, and this Proposed Order. Based upon a review of the record, and good cause appearing, IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

1. The Settlement Agreement, which is incorporated herein by reference, is approved as fair, reasonable, and just in all respects as to the Plaintiffs and Defendant. The Court directs that the settlement be consummated in accordance with the terms and conditions set forth in the Settlement Agreement.

2. Without affecting the finality of this final order and judgment in any

[PROPOSED] ORDER GRANTING APPROVAL OF SETTLEMENT & DISMISSAL

1 way, this Court retains jurisdiction over the Action for the purposes of enforcing the
2 Settlement Agreement.

3 3. This Stipulation and Order, the Settlement Agreement, and any of the
4 other documents or written materials prepared in conjunction with this Stipulation
5 and Order shall not constitute evidence of, or any admission of, any violation of the
6 law.

7 4. The above captioned Action is hereby dismissed with prejudice, and the
8 claims are released as provided in the Settlement Agreement.

9 5. This Judgment is a final judgment in the suit. By reasons of the
10 Settlement Agreement, there no just reason for delay. This final order and judgment
11 shall be deemed a final judgment pursuant to Federal Rule of Civil Procedure 54(b).
12 The Court directs Judgment and immediate entry by the Clerk of the Court. The
13 Clerk shall close the file.
14

15
16 IT IS SO ORDERED, ADJUDGED, and DECREED.

17
18
19 Dated: _____

HONORABLE PERCY ANDERSON
UNITED STATES DISTRICT COURT JUDGE