

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 Attorneys for Plaintiffss

8 Edward Louis Kreisberg, SBN 179528  
9 Email: ekreisberg@meyersnave.com  
10 **MEYERS NAVE RIBACK SILVER & WILSON**  
11 555 12th Street, Suite 1500  
12 Oakland, CA 94607  
13 (510) 808-2000  
14 Attorneys for Defendant

15 UNITED STATES DISTRICT COURT  
16 NORTHERN DISTRICT OF CALIFORNIA

17 CHRISTOPHER GAFFNEY et al.,  
18 Plaintiffs,  
19 vs.  
20 CITY OF SANTA CLARA,  
21 Defendant.

Case No.: 3:18-cv-6500-JST

**STIPULATION FOR APPROVAL  
OF SETTLEMENT AGREEMENT  
AND DISMISSAL WITH  
PREJUDICE**

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23 The parties to the above-captioned action stipulate as follows:

24 1. WHEREAS, on October 24, 2018, named Plaintiffs  
25 CHRISTOPHER GAFFNEY, ANDRE JEROME SOTO, JOHN C. O’LEARY,  
26 GUIDO QUARTAROLI and JEFF PROVANCHER (“PLAINTIFFSS”), all  
27 current or former City of Santa Clara employees, filed the above-captioned  
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1 action (“Action”), alleging violations of the Fair Labor Standards Act (“FLSA”)  
2 based, in part, on the Ninth Circuit’s decision in *Flores v. City of San Gabriel*, 824  
3 F.3d 890 (9th Cir. 2016), which held cash-in-lieu of health benefits and cafeteria  
4 plan contributions shall be included in employees’ regular rate of pay, and thus in  
5 the calculation of the overtime rate, unless the cafeteria benefits plan is a “bona fide  
6 plan” under the FLSA.

7 2. WHEREAS, PLAINTIFFS are or were previously employed by the  
8 City of Santa Clara (“CITY”). PLAINTIFFS and the CITY shall be collectively  
9 referred to as “Parties” herein.

10 3. WHEREAS, the Court has jurisdiction over the subject matter of the  
11 Action and over the Parties.

12 4. WHEREAS, PLAINTIFFS’ complaint in the Action (“Complaint”)  
13 alleges that CITY owes back overtime pay to PLAINTIFFS and similarly situated  
14 former and/or current employees because CITY allegedly did not include  
15 compensation paid to employees in lieu of health benefits and/or cafeteria plan  
16 contributions and certain specialty pays into the regular rate of pay used to  
17 compensate FLSA overtime hours;

18 5. WHEREAS, the Complaint seeks to recover this allegedly-owed  
19 unpaid overtime compensation, as well as liquidated damages, attorney’s fees, and  
20 costs on behalf of PLAINTIFFS and all those similarly situated;

21 6. WHEREAS, CITY denies the allegations set forth in the Complaint  
22 including, but not limited to, whether CITY owes back overtime pay to  
23 PLAINTIFFS and similarly situated former and/or current employees, and whether  
24 the CITY’s cafeteria benefits plan is “bona fide” or “not bona fide,” and disputes the  
25 applicability of the FLSA to the facts as alleged therein, and alleges that  
26 PLAINTIFFS and similarly situated former and/or current employees were actually  
27 paid more than required by the FLSA as a result of various overpayments,  
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STIPULATION FOR APPROVAL OF SETTLEMENT

1 calculation errors and contract overtime offsets;

2 7. WHEREAS, a bona fide dispute exists between the Parties as to  
3 Defendant's liability, if any, and the extent thereof under the FLSA in the Action;

4 8. WHEREAS, the Parties have engaged in extensive negotiations in good  
5 faith in an attempt to resolve their differences, and throughout these negotiations all  
6 Parties were, and continue to be, represented by counsel experienced in labor and  
7 employment matters;

8 9. WHEREAS, the Parties wish to avoid the uncertainty, expense and  
9 delay of litigation and have therefore reached an agreement, which also includes  
10 current and former employees who have similar claims ("PUTATIVE  
11 PLAINTIFFSS"). The terms of the Parties' agreement are embodied in the  
12 Settlement Agreement and General Release ("Settlement Agreement") that all  
13 Parties have executed. A copy of the Settlement Agreement is attached hereto as  
14 Exhibit A and incorporated herein. By entering into this Settlement Agreement, the  
15 CITY does not admit, and continues to expressly deny, any liability for the claims  
16 alleged in the Action;  
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18 10. WHEREAS, courts have determined that the provisions of the FLSA  
19 are mandatory and potentially may not be waived by contract or otherwise—unless  
20 the settlement agreement is approved by the Court or the Department of Labor. (See,  
21 e.g., *Lynn's Food Stores, Inc. v. United States*, 679 F.2d 1350, 1352 (11th Cir. 1982)  
22 ("*Lynn's Food Stores*"));

23 11. WHEREAS, however, when employees bring a private action for  
24 compensation under the FLSA, and present the district court a proposed settlement,  
25 the district court may enter a judgment after reviewing the settlement for fairness.  
26 (*Id.* at p. 1353.) If the proposed settlement reflects a reasonable compromise over  
27 issues that are actually in dispute, the court has the power to approve the settlement  
28 "to promote the policy of encouraging settlement of litigation." (*Id.* at 1354);

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STIPULATION FOR APPROVAL OF SETTLEMENT

1           12. WHEREAS, district courts in the Ninth Circuit have held that FLSA  
2 claims may be waived through court supervised settlement agreement (*Selk v.*  
3 *Pioneers Memorial Healthcare District*, 159 F.Supp.3d 1164, 1172 (S.D. Cal. 2016)  
4 and that a court has the power to approve FLSA settlement that is “a fair and  
5 reasonable resolution of a bona fide dispute” (*Nen Thio v. Genji, LLC*, 14 F.Supp.3d  
6 1324, 1333–34 (N.D. Cal. 2014)).

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

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22           14. WHEREAS, PLAINTIFFS’s counsel negotiated with CITY’s counsel  
23 over an approximately three-month period and engaged in good faith negotiations of  
24 a global settlement which included CITY’s inclusion of cash-in-lieu payments and  
25 certain specialty pays into its employees’ overtime rate. The parties engaged in  
26 several settlement communications via email and telephone calls and an in person  
27 mediation, a tentative settlement was reached on March 24, 2019;  
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1           15. WHEREAS, the Parties have exchanged information in pursuance of  
2 settling the Action, and believe that the settlement amounts, as well as the method  
3 of calculating the amounts, are fair and consistent with and within the range of the  
4 results PLAINTIFFS and PUTATIVE PLAINTIFFS could expect to obtain at trial;

5           16. WHEREAS, the Parties believe the agreed-upon amount to be paid to  
6 PLAINTIFFS's counsel is fair and reasonable;

7           17. WHEREAS, the Parties jointly request the Court find the settlement to  
8 be a fair, reasonable and just negotiated resolution of a bona fide dispute, and that  
9 this Court approve of the stipulated Settlement Agreement and enter dismissal of the  
10 Action with prejudice via an Order;

11           18. WHEREAS, by entering into this Stipulation and requesting Court  
12 approval, the Parties do not intend that the Court should make any findings or  
13 determination regarding the law. This Stipulation, any exhibits, and any other  
14 documents or written materials prepared in conjunction with this Stipulation, should  
15 not constitute evidence of, or any admission of, any violation of the FLSA,  
16 including, but not limited to, whether the CITY's cafeteria benefits plan is "bona  
17 fide" or "not bona fide", or any other federal or state law, regulation, order, or rule  
18 by any Party;

19           IT IS THEREFORE STIPULATED, by and between the Parties, through their  
20 respective counsel, that:

21           1. The Settlement Agreement contains a fair and just negotiated resolution  
22 to the current disputes between the Parties as set forth in the Action;

23           2. The Court should approve the Settlement Agreement by signing the  
24 Order attached hereto;

25           3. The Court should reserve jurisdiction over the Action for the purpose  
26 of enforcing the Settlement Agreement;  
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STIPULATION FOR APPROVAL OF SETTLEMENT

1           4.     Upon the Court’s approval of the Settlement Agreement, the Action  
2 should be dismissed with prejudice.

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Dated: May 17, 2019

DAMMEIER LAW FIRM  
By: /s/ Dieter C. Dammeier  
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DIETER C. DAMMEIER  
Attorney for Plaintiffs  
CHRISTOPHER GAFFNEY et al.

Dated: May 17, 2019

MEYERS NAVE RIBACK SILVER &  
WILSON  
By: /s/ Edward L. Kreisberg  
\_\_\_\_\_  
EDWARD LOUIS KREISBERG  
Attorneys for Defendant  
CITY OF SANTA CLARA

**SETTLEMENT AGREEMENT AND GENERAL RELEASE**

*CHRISTOPHER GAFFNEY, ET AL. v. CITY OF SANTA CLARA*  
Case No. 3:18-cv-06500-JST

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF CALIFORNIA

**This Document is subject to Public Disclosure**

This is a settlement agreement (“**AGREEMENT**”) between Defendant CITY OF SANTA CLARA (“**CITY**” or “**DEFENDANT**”) and Plaintiffs CHRISTOPHER GAFFNEY, ANDRE JEROME SOTO, JOHN C. O’LEARY, GUIDO QUARTAROLI and JEFF PROVANCHER (collectively, “**PLAINTIFFS**”) in the collective action Fair Labor Standards Act (**FLSA**) case entitled *Gaffney, et. al. v. City of Santa Clara* (C.D. Cal. Case No. 3:18-cv-06500-JST) (“**ACTION**”).

**RECITALS**

This AGREEMENT is made with reference to the following facts:

A. On October 24, 2018, PLAINTIFFS, all of whom are current or former CITY employees, filed the ACTION, a civil complaint against CITY, in the U.S. District Court for the Northern District of California, Case No. 3:18-cv-06500-JST, alleging violations of the Fair Labor Standards Act (“FLSA”) in a FLSA Collective Action, seeking unpaid wages, liquidated damages, and attorneys’ fees and costs based, in part, on the recent Ninth Circuit decision in *Flores v. City of San Gabriel*, 824 F.3d 890 (9th Cir. 2016) (“**FLORES DECISION**”), which held cash-in-lieu of health benefits and cafeteria plan contributions shall be included in employees’ FLSA regular rate of pay, and thus in the calculation of the FLSA overtime rate, unless the cafeteria benefits plan is a “bona fide plan” under the provisions of the FLSA. A list of all PLAINTIFFS is attached hereto as Exhibit A, and list of all collective action current and former CITY employees with similar claims PLAINTIFFS seek to include in this collective action and be covered by this Agreement (“**PUTATIVE PLAINTIFFS**”) are attached as Exhibits B and C. All the PLAINTIFFS and PUTATIVE PLAINTIFFS are or were employed by CITY during the operative period of the ACTION.

B. The CITY timely answered the PLAINTIFFS’ Complaint, generally denying all allegations and asserting multiple affirmative defenses. At the time of Settlement, PLAINTIFFS had pending before the Court a motion to conditionally certify the collective action (Motion for Conditional Certification and Facilitated Notice) and a motion to invalidate certain prior releases (“Motion to Invalidate Releases”) executed between the CITY and majority of the CITY’s Firefighter/Fire Driver/Engineer/Fire Captain/Deputy Marshall employees (“collectively, Firefighter Employees”).

C. PLAINTIFFS’ claims are in all respects controverted, and the applicability of the FLSA to the facts as alleged in the Complaint, as well as the applicable level of compensation, and all other claims, allegations, and requests for damages are disputed.

D. In an effort to resolve the issues raised in the ACTION, the PARTIES have engaged in extensive negotiations regarding PLAINTIFFS’ FLSA claims that the CITY failed to correctly pay overtime compensation pursuant to the FLSA. During the negotiations the PLAINTIFFS agreed to continue the filed Motion for Conditional Certification and Facilitated Notice and Motion to Invalidate Releases in an effort to reach a settlement without formally obtaining conditional certification and facilitated notice or a Court determination on

the validity of the releases executed previously between the CITY and majority of CITY Firefighter Employees. CITY disputes all the PLAINTIFFS' allegations that they and PUTATIVE PLAINTIFFS are owed additional unpaid wages. Throughout these negotiations, the PARTIES were and continue to be represented by counsel experienced in FLSA, wage and hour, employment and labor matters.

E. The PARTIES wish to avoid the potential uncertainty, expense, and delay of litigation and have therefore, based on their extensive negotiations, mutually agreed to a settlement of their disputes. The PARTIES understand the potential recovery at trial remains unknown, but the PARTIES believe the terms of this AGREEMENT are consistent with and within the range of a reasonable result the PLAINTIFFS and PUTATIVE PLAINTIFFS might expect to obtain after a trial if they were to prevail on their assertions that PLAINTIFFS and PUTATIVE PLAINTIFFS are owed unpaid FLSA overtime based on the *FLORES* DECISION, and taking into account the significant risks inherent in litigation.

F. The PARTIES now desire to resolve all of the outstanding issues in the above- described lawsuit, and to that end, enter into this AGREEMENT.

G. The recitals set forth in this AGREEMENT are true and correct and are hereby fully incorporated by reference into this AGREEMENT. This AGREEMENT affects claims and demands which are disputed, and by executing this AGREEMENT, no Party admits or concedes any of the claims including, but not limited to, whether the City's cafeteria benefits plan is "bona fide" or "not bona fide", the applicable statute of limitations or period of time covered by the ACTION, any right of PLAINTIFFS or PUTATIVE PLAINTIFFS to liquidated damages, other defenses, or allegations which were raised or could be raised by any other Party or any third party. Each Party expressly denies liability for any and all claims or demands. The Parties acknowledge that this is a compromise settlement of a disputed claim or claims. Moreover, neither this AGREEMENT, nor any part of this AGREEMENT, shall be construed to be, nor shall be, admissible in any proceeding as evidence of, or as an admission by, any Party of any violation of law or any wrongdoing whatsoever. This document may be introduced in a proceeding to enforce the terms of the AGREEMENT.

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

### **SETTLEMENT TERMS**

1. **Resolution of Claims.** The following provisions address the claims raised by the PLAINTIFFS in the ACTION and those of PUTATIVE PLAINTIFFS (current or former employees of CITY who have similar claims) arising in the past, up to and including the effective date of this AGREEMENT:

a. Subject to the Court's approval of this AGREEMENT, the City shall pay a Total Settlement Amount of approximately \$697,726 ("TOTAL SETTLEMENT AMOUNT"), and this amount shall include all of PLAINTIFFS' damages, attorneys' fees, and costs to settle PLAINTIFFS' FLSA claims set forth in the ACTION. The allocation of the TOTAL SETTLEMENT AMOUNT is described below. Although the Parties do not agree that there is liability regarding PLAINTIFFS' claims, for purposes of this AGREEMENT, the TOTAL SETTLEMENT AMOUNT represents the agreed upon amount for all FLSA overtime compensation allegedly owed to PLAINTIFFS and PUTATIVE PLAINTIFFS, arising from PLAINTIFFS' alleged three-year statute of limitations (plus any applicable tolling period) for recovery relief, and any and all other damages and/or relief potentially recoverable in the ACTION, including liquidated damages, attorneys' fees and costs, for the full liability period alleged in the ACTION.

b. From this TOTAL SETTLEMENT AMOUNT, CITY shall pay a total amount of \$103,794.93 to the named PLAINTIFFS as identified and set forth in Exhibit A. The amount paid to each PLAINTIFF



as identified in Exhibit A is based upon the number of FLSA overtime hours each PLAINTIFF worked between May 18, 2014 and August 25, 2018. To arrive at the alleged shortage owed, the health benefit value, cash in lieu and specialty pays applicable to each individual were converted into an hourly amount that was added to the base hourly rate for each to determine their FLSA regular rate. This amount was multiplied by 1.5 for all FLSA overtime hours worked within each FLSA work period. The City used the highest FLSA regular rate applicable to the employee in each 12 month period even though this higher rate typically only applied for a portion of the 12 month period. A comparison was made between the FLSA obligation for those hours, and the amount already paid for those hours (i.e. regular straight time pay and MOU overtime pay and “FLSA pay”) as well as taking the permissible half time credit under the FLSA regulations for MOU overtime hours that did not constitute FLSA overtime hours. (Pursuant to 29 C.F.R. §§ 201-202). Also included in the payouts to PLAINTIFFS identified in Exhibit A were alleged shortages for any cash outs of compensatory time from May 5, 2014 to August 25, 2018, with the amount being the difference between the FLSA regular rate as described above and what was actually paid out. The time period covered by these settlement amounts extends back to May 18, 2014 for overtime backpay and back to May 5, 2014 for comp time payments based on application of a tolling agreement signed by the City and IAFF Local 1230 on behalf of the PLAINTIFFS and the PUTATIVE PLAINTIFFS that worked in the classifications of Firefighter I, Firefighter II, Fire Driver/Engineer, Fire Captain, Fire Captain – Training, Deputy Fire Marshall I and Deputy Fire Marshall II (collectively, “Firefighters”). This tolling agreement tolled the PUTATIVE PLAINTIFF Firefighter’s claims effective June 5, 2017, with the City agreeing to make payments back into May 2014 based on application of a 3-year statute of limitations from the tolling date, plus an additional several weeks (back-pay) to a month (compensatory time off) for ease and completeness of the calculations. In addition, the named PLAINTIFFS identified in Exhibit A were given 100% liquidated damages and a Class Representative Service Fee of \$5,000 each.

c. From the TOTAL SETTLEMENT AMOUNT, CITY shall pay a total amount of \$168,930.95 to the PUTATIVE PLAINTIFF “Firefighters” as identified and set forth in Exhibit A. These PUTATIVE PLAINTIFFS either signed Releases and already accepted payment, or were offered the same opportunity as PLAINTIFFS to sign Releases and accept payment, for the alleged back pay and compensatory time off “shortages” included in this Agreement, and as described and for the same time periods as described for PLAINTIFFS in paragraph 1.b. of this Agreement. In addition, the Agreement as identified in Exhibit B for PUTATIVE PLAINTIFF Firefighters that are not named PLAINTIFFS includes 10% liquidated damages

d. From the TOTAL SETTLEMENT AMOUNT, CITY shall pay a total amount of approximately \$300,000 to the PUTATIVE PLAINTIFFS identified in Exhibit C who are not Firefighter PUTATIVE PLAINTIFFS and for which no tolling agreement applies. No liquidated damages will be paid to these non-Firefighter PUTATIVE PLAINTIFFS under this AGREEMENT; however, and though no tolling agreement applied, the payments shall be for the same time periods as PLAINTIFFS and the Firefighter PUTATIVE PLAINTIFFS, thus adding nearly two years to the back pay period that would otherwise have applied to the PUTATIVE PLAINTIFFS identified in Exhibit C. The \$300,000 amount is a good faith estimate. The actual amount to be paid to non-Firefighter PUTATIVE PLAINTIFFS will be the actual amount calculated as owed to each using the same methodology to determine overtime back-pay as for the other PUTATIVE PLAINTIFFS and PLAINTIFFS, which amount for each non-Firefighter PUTATIVE PLAINTIFF will be calculated expeditiously by the City and reviewed by PLAINTIFFS’ counsel prior to payment.

e. From the TOTAL SETTLEMENT AMOUNT, and in addition to the TOTAL PAYMENT made to PLAINTIFFS and PUTATIVE PLAINTIFFS, CITY shall also pay \$125,000 in attorneys’ fees and

costs. The PARTIES agree the fees and costs agreed to herein are fair and reasonable, given the time and costs expended, the fact that the fees equal only about 17.92% of the TOTAL SETTLEMENT AMOUNT paid by CITY to settle the ACTION (and a smaller percentage of the overall amounts the CITY will have paid in settlement of the claims at issue in the ACTION) and that PLAINTIFFS' Counsel has agreed to waive any contingency fee from PLAINTIFFS' damages recovery as a result of CITY paying these attorney fees and costs. The attorney fees and costs shall be paid to PLAINTIFFS' Counsel, The Dammeier Law Firm. PLAINTIFFS also represent and warrant that no additional attorney fees and costs to the Dammeier Law Firm are due in connection with this ACTION.

c. Each PLAINTIFF'S signature on this AGREEMENT constitutes an acknowledgment of the individual settlement payment to that employee, affirming the Payment is accepted as fair, just, and reasonable, and constitutes a full and complete payment in resolution of all claims asserted in the ACTIONS against CITY.

d. The PARTIES agree that this methodology is fair, just, and reasonable with respect to the legal value of the claims of the PLAINTIFFS and PUTATIVE PLAINTIFFS.

e. CITY disputes it owes the overtime wages asserted by PLAINTIFFS in the ACTION, since even if it has overtime liability, it contends it has substantially overpaid PLAINTIFFS' overtime wages in excess of FLSA overtime requirements. To resolve this dispute, CITY has agreed to pay the TOTAL PAYMENT, to avoid the uncertainty of and costs incurred in litigation. The settlement amounts listed in Exhibit A, B and C represent payment of an agreed-upon amount for all overtime compensation allegedly owed to PLAINTIFFS and PUTATIVE PLAINTIFFS, including liquidated damages, a one-year extension of the statute of limitations for a total of three years (plus any applicable tolling period), and any and all other damages and/or relief recoverable in the litigation, for the full liability period applicable to the litigation, as well as attorneys' fees and costs, except as otherwise provided in this AGREEMENT.

2. **Process for Resolution of Claims of Putative Plaintiffs.** PLAINTIFFS' counsel in the ACTION brought this action on behalf of all similarly situated individuals. The PLAINTIFFS have moved for conditional certification and facilitated notice to those similarly situated to the PLAINTIFFS. The PARTIES agreed to continue the pending motions and related notice to finalize a settlement of the ACTION and the terms of this AGREEMENT, which provides PUTATIVE PLAINTIFFS the same methodology and time period for damages as provided to the PLAINTIFFS in the ACTION. During the settlement negotiations, the PARTIES engaged in settlement discussions which included extending any agreed back pay damages to all current and former CITY employees employed during the past three years (plus any applicable tolling period), who have not yet opted into the ACTION. The PARTIES agree to offer the amounts identified in Exhibit B and C to PUTATIVE PLAINTIFFS who have not yet opted into the ACTION, pursuant to the following conditions:

a. If a PUTATIVE PLAINTIFF accepts the settlement offer made by CITY, the City shall have the right to condition such payment on the individual agreeing to be bound by the terms of this AGREEMENT and execute a release of claims consistent with the release of claims set forth in this AGREEMENT and attached hereto as Exhibits E.

b. If a PUTATIVE PLAINTIFF chooses not to accept the settlement offer made by CITY, he/she shall not be bound by this AGREEMENT, and his/her rights will not be affected.

3. **Method of Payment.** CITY shall be responsible for tendering payment to all PLAINTIFFS that execute this AGREEMENT, and all PUTATIVE PLAINTIFFS who execute a “Notice of Collective Action Settlement: Claim Form & Release” attached hereto as Exhibit E.

4. **Prospective Relief.** Commencing with the pay period starting on August 26, 2018, the CITY modified its calculation of its overtime rate of pay for FLSA overtime to include the amounts paid as cash-in-lieu of health benefits and/or cafeteria plan contributions and any applicable specialty pays.

5. **Tax consequences.**

a. For the wage payment portion of each PLAINTIFF’S or PUTATIVE PLAINTIFF’S (hereafter “PLAINTIFFS” for these Paragraphs a - d) DAMAGES PAYMENT, each PLAINTIFF will have their particular amount reduced by applicable withholdings for state and federal taxes as listed on the subject PLAINTIFF’S W-4 form on file with CITY as of the date of the wage payment. CITY shall then withhold from each PLAINTIFF’S share allocated for wages the amounts required by law to be withheld in conformity with each PLAINTIFF’S IRS Form W-4 currently or most recently on file with CITY at the time the payment is to be made. PLAINTIFFS who are no longer employed by CITY may submit updated W-4 forms to CITY before their amounts are withheld. CITY shall then pay the amounts withheld to the state and federal governmental taxing authorities for the benefit of each PLAINTIFF, and shall pay the balance remaining to the respective PLAINTIFFS.

b. The PARTIES believe liquidated damages are not wages, and the liquidated damages paid to PLAINTIFFS pursuant to this AGREEMENT are therefore not subject to withholding but are taxable as part of the PLAINTIFF’S gross income. However, this statement of belief is not an opinion on which PLAINTIFFS may rely, and PLAINTIFFS are therefore encouraged to consult with a tax advisor or attorney to independently determine any federal, state or local tax consequences of the liquidated damage portion of their payments under this AGREEMENT.

c. PLAINTIFFS are solely responsible for reporting amounts received as liquidated damages pursuant to this AGREEMENT to any applicable federal, state or local agency as required by law. The City will issue an IRS Form 1099 to each of the PLAINTIFFS in the amount of their respective liquidated damage amounts.

d. This AGREEMENT states how the PARTIES will themselves initially treat the consideration paid herein in order to comply with tax considerations the PARTIES believe are or may be applicable. PLAINTIFFS acknowledge that no CITY PARTY (defined as all of CITY’S departments, officers, elected officials, employees, attorneys and agents and any other person acting by, through, or in concert with it) has made any promise, representation or warranty, express or implied, regarding the tax consequences that may be imposed by state or federal taxing authorities on any consideration paid pursuant to the terms of this AGREEMENT.

6. **Attorneys’ fees and costs.** As described above, CITY will pay attorneys’ fees and costs in the amount of \$125,000, and this amount shall be paid to and reported on Form 1099 to the Dammeier Law Firm, as payment for attorneys’ fees and costs incurred in connection with the ACTION. Payment shall be as specified in Paragraph 25 below. 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 above-described litigation and any matter or thing relating to this AGREEMENT and the RELEASED CLAIMS, as defined in Paragraph 7 below.

7. **Dismissal of litigation.** Each PLAINTIFF will dismiss with prejudice the subject litigation and will withdraw or dismiss any other related complaint, claim, grievance, or charge seeking FLSA or MOU overtime compensation that he/she has filed against CITY in state or federal court, or with an administrative agency, including but not limited to the United States Department of Labor and the California Labor Commissioner, or other entity whatsoever, up to the date he/she executes this AGREEMENT. To accomplish the dismissal of the ACTIONS, counsel for the PARTIES shall jointly execute, and the PARTIES shall approve, the Stipulation and Order attached hereto as Exhibit D. The PARTIES expressly consent to and authorize their counsel to execute the Stipulation and Order and to seek Court approval of the Stipulation and Order on their behalf. The PARTIES shall submit the Stipulation and Order to the Court at the earliest opportunity after all PARTIES have fully completed an individual signature page and shall jointly request the Court to accept and approve the Stipulation and Order. If for any reason the Court declines to enter and approve the Stipulation and Order, the PARTIES shall promptly meet and confer in a good faith effort to prepare a form of stipulation and order, or other similar decree, acceptable to the Court and consistent with the terms of this AGREEMENT. Should the Court refuse to approve the terms of this AGREEMENT, the PARTIES shall promptly meet and confer in a good faith effort to prepare a form of settlement agreement acceptable to the Court.

**Release of all claims.** PLAINTIFFS accept this settlement, and understand that PLAINTIFFS' acceptance of this settlement constitutes a full and complete settlement of all claims relating to the ACTION against the CITY under the FLSA and/or the MOU (in regard to overtime pay only) that may exist or have existed as of and including the Effective Date of this Agreement, including all claims made in this lawsuit for unpaid overtime, liquidated damages and attorneys' fees, and PLAINTIFFS hereby fully, finally and completely release, waive and discharge the CITY, and its officers, agents, employees, successors and assigns from any further claims under the FLSA and/or the MOU for anything that has occurred up to and including the Effective Date of this Agreement. Plaintiffs reserve the right to pursue any FLSA or MOU (in regard to overtime pay only) claims that they might have for events occurring after the Effective Date of this Agreement.

All Parties to this settlement understand that this Release extends only to all grievances, disputes or claims of every nature and kind, known or unknown, suspected or unsuspected, arising from or attributable to PLAINTIFFS' claims relating to the ACTION that the City violated the FLSA and/or the MOU up to and including the Effective Date of this Agreement. The Parties understand that this release does not include claims relating to conduct or activity which does not arise from or is not attributable to Plaintiffs' FLSA and/or MOU overtime claims or to any conduct or activity which occurs after the Effective Date of this Agreement. The Parties understand that this is a compromise settlement of disputed claims, and that nothing herein shall be deemed or construed at any time or for any purpose as an admission of the merits of any claim or defense.

The Parties further acknowledge that any and all rights granted them under section 1542 of the California Civil Code are hereby expressly waived regarding Plaintiffs' FLSA and MOU claims up to and including the Effective Date of this Agreement, but not as to claims other than FLSA and MOU claims. Section 1542 of the California Civil Code provides as follows:

SECTION 1542. CERTAIN CLAIMS NOT AFFECTED BY GENERAL RELEASE. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

8. **Unanticipated consequences.** The PARTIES recognize and acknowledge that factors which have induced them to enter into this AGREEMENT may turn out to be incorrect or to be different from what they had previously anticipated, and the PARTIES hereby expressly assume any and all of the risks thereof and further expressly assume the risks of waiving the rights provided by California Civil Code section 1542.

9. **No admissions.** This AGREEMENT affects claims and demands which are disputed by and between the PARTIES, 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 AGREEMENT 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.

10. **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.

11. **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.

12. **Complete agreement.** This AGREEMENT is the complete agreement between the PARTIES and supersedes any prior agreements or discussions between the PARTIES.

13. **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.

14. **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 AGREEMENT 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 who prepared this AGREEMENT or caused any uncertainty to exist within the meaning of Civil Code section 1654. The headings used herein are for reference only and shall not affect the construction of the AGREEMENT.

15. **Breach, waiver and amendment.** No breach of this 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.

16. **Exhibits.** The following exhibits are attached hereto and incorporated by reference:

- A. DAMAGES, LIQUIDATED DAMAGES and Service Fee PAYMENT allocated to each PLAINTIFF in the ACTION;

- B. DAMAGES and LIQUIDATED DAMAGES allocated to each Firefighter PUTATIVE PLAINTIFF who previously executed or was offered an FLSA Release and on behalf of whom the City and Firefighter Union executed a tolling agreement;
- C. DAMAGES allocated to each PUTATIVE PLAINTIFF who did not previously execute or have offered an FLSA Release and for which no tolling agreement is in effect;
- D. Stipulation and Order Approving Settlement of the ACTION;
- E. Release of Claims for PUTATIVE PLAINTIFFS that worked for the City of Santa Clara in the classifications of Firefighter I, Firefighter II, Fire Driver/Engineer, Fire Captain, Fire Captain – Training, Deputy Fire Marshall I or Deputy Fire Marshall II;
- F. Release of Claims for PUTATIVE PLAINTIFFS that worked for the City of Santa Clara in a classification other than Firefighter I, Firefighter II, Fire Driver/Engineer, Fire Captain, Fire Captain – Training, Deputy Fire Marshall I or Deputy Fire Marshall II.

17. **AGREEMENT does not establish precedent.** The PARTIES agree the terms of this AGREEMENT will not establish any precedent, nor will this AGREEMENT be used as a basis by the PARTIES to seek or justify similar terms in any subsequent case and it may not be used by anyone else to seek or justify similar terms in any subsequent case.

18. **Authority to execute.** Each PARTY hereto warrants to the other PARTIES that he 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, subject to Paragraph 30 below.

19. **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.

20. **Effective date.** The AGREEMENT shall become effective following execution of the undersigned and the approval of the Court.

21. **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.

22. **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.

23. **No third party beneficiaries.** With the exception of the PUTATIVE PLAINTIFFS, 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. This AGREEMENT is not intended to constitute a third party beneficiary contract.

24. **Time of the essence.** Time is of the essence in this AGREEMENT.

25. **Time for performance.**

- a. Upon approval by counsel for the parties as to form, this AGREEMENT shall be submitted to all PARTIES for approval and signature, and to the City Manager for approval and signature by CITY. If approved by the PARTIES, counsel for the PARTIES will execute the Stipulation and Order attached hereto as Exhibit D, as described in Paragraph 7 herein.
- b. Payment of the individually-calculated PAYMENTS (less applicable withholdings), to the PLAINTIFFS as indicated in Exhibit A shall occur no later than thirty (30) calendar days after the Court files its order approving the settlement. Notwithstanding anything in this AGREEMENT, no sum will be paid to any PLAINTIFF who has not signed this AGREEMENT. Notwithstanding anything in this AGREEMENT, the CITY reserves its right to make these payments prior to the Court's approval.
- c. The attorneys' fees payments by the CITY to the Dammeier Law Firm shall occur no later than thirty (30) calendar days after the Court files its Order approving this AGREEMENT.
- d. Upon the issuance of an Order approving this AGREEMENT:
  - i. Within twenty (20) calendar days, CITY shall deliver (by email for current employees and US mail for former employees) the "Notice of Collective Action Settlement: Claim Form & Release" documents attached as Exhibits E and F, to all PUTATIVE PLAINTIFFS identified in Exhibits B and C.
  - ii. Within thirty (30) calendar days from the email or postmark date of the "Notice of Collective Action Settlement: Claim Form & Release", the original completed form must be physically received by CITY's Finance Department/Payroll located at 1500 Warburton Ave Santa Clara, CA 95050.
  - iii. Payment of the individually-calculated PAYMENTS (less applicable withholdings) to the PUTATIVE PLAINTIFFS set forth in Exhibit B who have signed the release shall occur no later than thirty (30) calendar days after CITY'S receipt of the Release of Claims.
  - iv. Payment of the individually-calculated PAYMENTS (less applicable withholdings) to the PUTATIVE PLAINTIFFS set forth in Exhibit C who have signed the release shall occur no later than thirty (30) calendar days after the CITY calculates the amounts owed under this AGREEMENT.
  - v. The PARTIES further agree to meet and confer over curing any defects in any "Notice of Collective Action Settlement: Claim Form & Release" submitted by a PUTATIVE PLAINTIFF or unforeseen issues that arise with respect to the execution of this AGREEMENT. The Court shall retain jurisdiction over disagreements the PARTIES are not able to resolve.

26. **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 they have the right to seek legal advice with respect to this AGREEMENT, including the release, have had the opportunity to consult with counsel, and have in fact consulted with counsel of their choice. 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 having been afforded the opportunity to consult with their counsel concerning the legal effect of the settlement and its terms. By signing

this AGREEMENT and the documents referenced to herein, the PARTIES signify their full understanding, agreement, and acceptance of the AGREEMENT and the Stipulation and Order attached hereto as Exhibit D.

27. **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.

28. **City Council Authorization.** The City Council of CITY has authorized the Santa Clara City Manager to sign this Agreement on behalf of the City and bind the City to its terms.

IN WITNESS WHEREOF, the PARTIES hereto have executed this AGREEMENT on the date written below.

Dated: 5/16/19

C. Gaffney  
CHRISTOPHER GAFFNEY  
Plaintiff

Dated: \_\_\_\_\_

\_\_\_\_\_  
ANDRE SOTO  
Plaintiff

Dated: \_\_\_\_\_

\_\_\_\_\_  
JOHN O'LEARY  
Plaintiff

Dated: \_\_\_\_\_

\_\_\_\_\_  
GUIDO QUARTAROLI  
Plaintiff

Dated: \_\_\_\_\_

\_\_\_\_\_  
JEFF PROVANCHER  
Plaintiff

Dated: \_\_\_\_\_

\_\_\_\_\_  
DEANNA SANTANA  
City Manager  
City of Santa Clara



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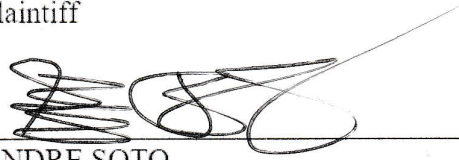
28. **City Council Authorization.** The City Council of CITY has authorized the Santa Clara City Manager to sign this Agreement on behalf of the City and bind the City to its terms.

**IN WITNESS WHEREOF**, the PARTIES hereto have executed this AGREEMENT on the date written below.

Dated: \_\_\_\_\_

\_\_\_\_\_  
CHRISTOPHER GAFFNEY  
Plaintiff

Dated: 5/16/19

  
\_\_\_\_\_  
ANDRE SOTO  
Plaintiff

Dated: \_\_\_\_\_

\_\_\_\_\_  
JOHN O'LEARY  
Plaintiff

Dated: \_\_\_\_\_

\_\_\_\_\_  
GUIDO QUARTAROLI  
Plaintiff

Dated: \_\_\_\_\_

\_\_\_\_\_  
JEFF PROVANCHER  
Plaintiff

Dated: \_\_\_\_\_

\_\_\_\_\_  
DEANNA SANTANA  
City Manager  
City of Santa Clara

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IN WITNESS WHEREOF, the PARTIES hereto have executed this AGREEMENT on the date written below.

Dated: \_\_\_\_\_

\_\_\_\_\_  
CHRISTOPHER GAFFNEY  
Plaintiff

Dated: \_\_\_\_\_

\_\_\_\_\_  
ANDRE SOTO  
Plaintiff

Dated: 5/16/19

  
\_\_\_\_\_  
JOHN O'LEARY  
Plaintiff

Dated: \_\_\_\_\_

\_\_\_\_\_  
GUIDO QUARTAROLI  
Plaintiff

Dated: \_\_\_\_\_

\_\_\_\_\_  
JEFF PROVANCHER  
Plaintiff

Dated: \_\_\_\_\_

\_\_\_\_\_  
DEANNA SANTANA  
City Manager  
City of Santa Clara

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Dated: \_\_\_\_\_

\_\_\_\_\_  
CHRISTOPHER GAFFNEY  
Plaintiff

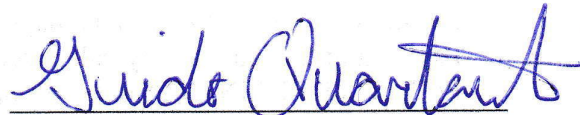
Dated: \_\_\_\_\_

\_\_\_\_\_  
ANDRE SOTO  
Plaintiff

Dated: \_\_\_\_\_

\_\_\_\_\_  
JOHN O'LEARY  
Plaintiff

Dated: 5-16-19

  
\_\_\_\_\_  
GUIDO QUARTAROLI  
Plaintiff

Dated: \_\_\_\_\_

\_\_\_\_\_  
JEFF PROVANCHER  
Plaintiff

Dated: \_\_\_\_\_

\_\_\_\_\_  
DEANNA SANTANA  
City Manager  
City of Santa Clara

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Dated: \_\_\_\_\_

\_\_\_\_\_  
CHRISTOPHER GAFFNEY  
Plaintiff

Dated: \_\_\_\_\_

\_\_\_\_\_  
ANDRE SOTO  
Plaintiff

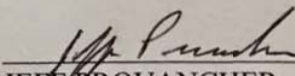
Dated: \_\_\_\_\_

\_\_\_\_\_  
JOHN O'LEARY  
Plaintiff

Dated: \_\_\_\_\_

\_\_\_\_\_  
GUIDO QUARTAROLI  
Plaintiff

Dated: 5-16-2019

  
\_\_\_\_\_  
JEFF PROVANCHER  
Plaintiff

\  
Dated: \_\_\_\_\_

\_\_\_\_\_  
DEANNA SANTANA  
City Manager  
City of Santa Clara

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Dated: \_\_\_\_\_

\_\_\_\_\_  
CHRISTOPHER GAFFNEY  
Plaintiff

Dated: \_\_\_\_\_

\_\_\_\_\_  
ANDRE SOTO  
Plaintiff

Dated: \_\_\_\_\_

\_\_\_\_\_  
JOHN O'LEARY  
Plaintiff


Dated: \_\_\_\_\_

\_\_\_\_\_  
GUIDO QUARTAROLI  
Plaintiff

Dated: \_\_\_\_\_

\_\_\_\_\_  
JEFF PROVANCHER  
Plaintiff

Dated: 5/17/19

  
\_\_\_\_\_  
DEANNA SANTANA  
City Manager  
City of Santa Clara

APPROVED AS TO FORM AND CONTENT

Dated: May 17, 2019

**DAMMEIER LAW FIRM**

Dieter Dammeier  
DIETER DAMMEIER  
Attorney for Plaintiffs

Dated: 5/17/19

**MEYERS NAVE**

Edward L. Kreisberg  
EDWARD L. KREISBERG  
Attorneys for City of Santa Clara

**EXHIBIT A**

LIST OF NAMED PLAINTIFFS AND PAYMENTS TO EACH

Christopher Gaffney	\$38,796.86
Andre Jerome Soto	\$8,585.19
John C. O'Leary	\$18,097.66
Guido Quartaroli	\$26,784.58
Jeff Provancher	\$11,530.64
Total:	\$103,794.93

**EXHIBIT B**

LIST OF "FIREFIGHTER" PUTATIVE PLAINTIFFS (with tolling agreement, and executed and/or offered Releases) AND PAYMENTS THE CITY MADE PREVIOUSLY CONCERNING CLAIMS IN THIS ACTION AND WILL PAY TO EACH FIREFIGHTER PUTATIVE PLAINTIFF UNDER THIS AGREEMENT

<b>Name</b>	<b>Amount</b>
ADAME,PHILIP	\$ 756.14
AIELLO,BRIAN VICTOR	\$ 770.64
AMATO,JAMESON A	\$ 990.44
ANDERSON,CRAIG D	\$ 817.87
ANTONELLI,MICHAEL D	\$ 476.19
ARNAUDO,JAMES B	\$ 857.27
AYLLON,AITOR I.	\$ 4,478.94
AZOFEIFA,JOSHUA STEPHEN	\$ 1,297.84
BAHK,DOJOON	\$ 190.59
BAKER,KORDELL O	\$ 663.99
BARNES,MICHAEL T	\$ 695.33
BATTAGIN,DAVID M	\$ 939.77
BATTIATO,ERIC JOSEPH	\$ 462.92
BAWDEN,KSENIA EVGENYEVNA	\$ 1,488.08
BEALS,JASON ANDREW	\$ 478.05
BECKNALL,JEFFREY T.	\$ 1,255.13
BERNARDO,D NICK K.	\$ 259.76
BESLAGIC,ELVEDIN	\$ 492.74
BOUCHER,JON P	\$ 1,928.34
BRAZIL,SOULMAZ	\$ 787.13
BUCHANAN,KEVIN D	\$ 592.32
BUZZELL,TROY M.	\$ 1,210.54
CANTANHO,TREVOR N	\$ 2,251.88
CARTER JR.,GAIL W.	\$ 1,800.00
CHIB,SIDDHARTHA	\$ 885.49
CHRISTIAN,DOUGLAS B	\$ 963.13
COLE,MICHAEL G.	\$ 1,762.10
CONTRERAS,ROBERT	\$ 2,119.92
COOK,MITCHELL THOMAS	\$ 1,653.84
CORTAZZO,DANIEL C	\$ 1,029.80
DE SANTIS,MARIA	\$ 1,400.75
DELGADO,NICHOLAS M	\$ 778.34
DESCHAMPS,RYAN THOMAS	\$ 565.62
DHILLON,SAROJ BALA	\$ 1,689.96



<b>Name</b>	<b>Amount</b>
DIBERNARDO,ANTHONY J.	\$ 3,474.75
DRUMRIGHT,AARON R	\$ 2,275.26
DUPERLY,JAMES D	\$ 1,963.45
EICHHORN,CHRISTOPHER M.	\$ 1,480.68
ESTRADA VALENCIA,HUGO EMILIO	\$ 185.90
FELDER,LAURIE L	\$ 435.29
FETZ,ERIC E	\$ 1,273.64
FLOURNOY,ROBERT KENNETH	\$ 929.52
FOGLEMAN,KEVIN D.	\$ 770.12
FORD,NATHAN MARIO	\$ 168.21
GALINDO,RODRIGO P.	\$ 1,309.24
GANDY,AARON P.	\$ 757.42
GAUKEL,BRIAN P.	\$ 2,042.80
GLADFELTER,CHRISTOPHER IAN	\$ 185.43
GOBER,SIMON FRANCOIS	\$ 765.73
GOLOVEY,DMITRIY	\$ 1,500.71
HALE,BRANDON M.	\$ 2,535.97
HALL,WILLIAM JAMES	\$ 1,380.06
HARKINS,ELIZABETH A.	\$ 2,203.22
HARRINGTON,DANIEL GREGORY	\$ 1,310.26
HEALY,MAEKIN PHILLIP	\$ 1,774.76
HERNANDEZ,CARLOS A.	\$ 1,409.49
HERSCOVITCH,MICHAEL D	\$ 3,611.19
HLOUSEK,MARCELL R	\$ 422.76
HOOS,DAVID J	\$ 1,151.37
HOWARD,PATRICK A	\$ 1,576.07
JARAMILLO,STEVEN S	\$ 676.92
JOLLIFFE,WYATT MICHAEL	\$ 811.38
JUNGE,SEAN MICHAEL	\$ 2,117.24
JYUNG,KEITH K	\$ 2,011.33
KASTNER,STEVEN CHARLES	\$ 1,524.23
KAUFMANN,MICHAEL LAWRENCE	\$ 1,262.24
KELLER,KEVIN S	\$ 909.01
KENT,DAVID WARNER	\$ 750.10
KLEINHEINZ,PHILLIP M.	\$ 1,915.28
KNIGHT,JAMIN J	\$ 1,816.46
LAMBERT,CHARLES C.	\$ 1,043.72
LEDUC,EMILE D	\$ 860.94
LERNER,LUKAS KURIN DOUGLAS	\$ 461.96

<b>Name</b>	<b>Amount</b>
LOMBARDO,DAVID A	\$ 1,246.70
LOPEZ,JEFF PETER	\$ 323.03
LUCERO,VINCENT A	\$ 1,857.08
LUIZ,NICHOLAS J	\$ 879.96
MADDEN,JOHN D	\$ 72.51
MALONEY,KEVIN J	\$ 606.38
MANY,PETER V.	\$ 770.99
MAR,LARRY M	\$ 1,504.59
MARRONE,PHILLIP ROSS	\$ 1,115.22
MARTIN,PHILIP V	\$ 1,165.71
MATTIER,JASON M.	\$ 1,234.31
MAYA,EDUARDO CRIS	\$ 404.36
MAYEDA-TAYLOR,DERRICK AKIRA	\$ 190.40
MCFARLANE,CRAIG D	\$ 1,893.18
MCGEE,MICHAEL C.	\$ 1,258.18
MCGHIE,ZACHARY E	\$ 1,935.92
MENDEL,ISAAC LAWRENCE	\$ 37.71
MERRICK,BRANDON	\$ 313.32
MERVINE,ELI A.	\$ 1,370.32
MEYER,NICHOLAS E	\$ 1,063.94
MICHAELS,SAMUEL E	\$ 953.89
MILLER,ANDREW J	\$ 395.86
MOLINA,BEVERLY S	\$ 317.13
MONACHINO,CALOGERO	\$ 3,661.73
MONTANA,WILLIAM A	\$ 580.52
MOSES,MARK C	\$ 324.62
MULDOON,MICHAEL R	\$ 88.31
MURGALLIS,MICHAEL P	\$ 592.23
MURGALLIS,PETER W.	\$ 887.42
ORLANDO,JEFFREY J	\$ 1,063.68
OROZCO,JOSE EDUARDO	\$ 495.89
OWENS,DANIEL TAYLOR	\$ 1,374.15
PANKO,JENNIFER LOUISE	\$ 173.53
PAPALIAS,GORDON A	\$ 833.27
PASCOAL,ANTHONY B.	\$ 1,040.37
PASCOAL,PETER T.	\$ 1,030.37
PEREZ,AURELIO G	\$ 82.74
PERRY,ROBERT LEONARD	\$ 209.24
POLONI,STEPHANIE LOANN GLENN	\$ 552.41

Name	Amount
PRICE,BRIAN J	\$ 1,524.80
QUEEN,MATTHEW C	\$ 1,555.76
QUINLEY,RYAN ANDREW	\$ 891.85
RAAFAT,SEBASTIAN JAHANSHAH	\$ 21.73
RAY,JEREMY R	\$ 947.41
REIOUX,PHILIP T.	\$ 1,449.24
RENSHAW,CHRISTOPHER ROBY	\$ 818.17
RESTANI,DOMINIC JOSEPH	\$ 804.52
RESTANI,NICHOLAS A.	\$ 1,123.03
RICE,DANIEL JOHN	\$ 1,162.46
RICHARDS,KELLEY EMIL	\$ 3,136.01
RIDER,JASON T	\$ 629.10
RIOS,BRYANT ALEXANDER	\$ 756.50
ROSE,DANIEL A	\$ 355.36
SANCHEZ-PALMADA,MIREYA FRANCISCA DOLORES	\$ 27.95
SCHMITZ,CARDIFF L.	\$ 2,268.90
SELLERS,MATTHEW R.	\$ 1,556.36
SELVES,MARK T	\$ 395.71
SHADDLE,DENNIS R	\$ 1,849.30
SHOEMAKER,RYAN TYLER	\$ 1,201.08
SILVA,STEVEN	\$ 514.98
SIU,KENNETH E	\$ 2,281.73
SMITH,KEVIN CAMERON	\$ 1,060.82
SORENSEN,SCOTT D	\$ 1,223.20
STEIN,MOLLY ELIZABETH PRITZ	\$ 36.00
TINSLEY,JESSE DAVID	\$ 119.53
TOMLIN,JAKE TREVOR	\$ 210.14
TRAN,HUONG GIANG T	\$ 2,360.89
VANNI,MARK A	\$ 1,364.52
VISO JR.,CHARLES JOSEPH	\$ 1,754.95
VO,TRUNG M	\$ 205.16
WALSH,PATRICK A.	\$ 1,366.99
WEIRSHAUSER,CAMERON LEE	\$ 199.06
WILDEROTTER,CHRISTOPHER J.	\$ 2,643.21
WILKIE,TRISTON CHARLES	\$ 1,104.21
WILLIAMS,DAVID J	\$ 42.19
WILLIAMS,KLAYTON DOUGLAS	\$ 2,016.12
WILLIS,SAMUEL VALENTINE	\$ 207.73

<b>Name</b>	<b>Amount</b>
YEE,DENNIS J	\$ 1,998.22
<b>Total</b>	\$ 168,930.95

**EXHIBIT C**

LIST OF PUTATIVE PLAINTIFFS (no tolling agreement; no offered or executed prior Releases)

<u>Last Name</u>	<u>First Name</u>
ADJEI	HARRY NII NORTEY
AHMED	ARSALAN
ALFORD	TIMOTHY M
AMINYAR	WALI A
AMOS JR.	EARL B
ARCE	NICOLE MICHELLE
BAILEY	RICHARD J
BARRY	JENNIFER LYNN
BARRY	MARK W
BARRY	MITCHELL K.
BELL JR.	DOUGLAS R
BELL	CHRISTOPHER T
BERTAUCHE	DEREK Y
BOALES	RAYMOND DOUGLAS
BONENBERGER	MARK W
BONILLA	GEENAMARIE LUCIA
BOURBON	RANDOLPH J
BOWERS	PATRICIA MARIANNA
BRITTON	DAVID J
BRONTE	NICHOLAS S.
BURDE	DANIEL P.
BURESS	STEVE M
BUSMIRE JR.	KEITH BRIAN
CARDIN	KYLE F.
CARDIN	TROY A.
CARLETON	MICHAEL D
CARREIRA	RAYMOND J
CAWLEY	SEAN M
CLARKE	KURT G
CLOUSE	PATRICK P
COLE	BRETT R
CRAIG	JOSHUA ALLEN
CRESCINI	MICHAEL R
CRESCINI	NATHAN CHRISTOPHER
CUMMINS	TODD M
CUSIMANO	NICHOLAS S.
D'AMICO	JASON BENASSI
DANIELS	BRIAN KEITH

DAVIS JR.

DEGER

DILLER

EDELEN

ELDRIDGE

ELLIS

ENOS

ERICKSON

ERNST

ESTES

ESTES

FACHKO

FANUCCHI

FILO

FITTING

FITZGERALD

FRASER

GACAYAN

GARCES

GARCIA

GERBRANDT

GILBERT

GILMER

GRATNY

GREEN

GREEN

GUTIERREZ

GUTIERREZ

GUZMAN

HABIB

HAGG

HENDERSON

HENDERSON

HENRY

HIGGINS

HILL

HOESING

HOGAN

HORN

HOSMAN

HOWARD

JANSSEN

JIMENEZ

WILLIAM C

GREGORY THOMAS

CODY

MICHAEL HENRY

LAUREN ANN

JAMIE N.

ARIC C.

LUKE M.

STEVEN R.

KEVIN M.

PATRICK B.

JORDAN DANIEL

JOHN J

LOI

RICHARD L

SCOTT P

KEVIN D

PATRICK JAMES

PAUL C

MICHAEL

DOUGLAS GENE

BRIAN M

CHRISTOPHER D.

THOMAS J

JOHANNA ALICIA

TYSON S

ROBERTO

ROGELIO

JASON RICHARD

TEDROS ALI

FRANK M.

BAB

KENNETH R

NORMAN O

JOSHUA A.

GREGORY D

STEVEN L

MATTHEW T

MICHAEL E.

GARY L

WESLEY ALAN

ERIC C.

AMANDA MONIQUE

JOHNSEN

KNIGHT

KNIGHT

KOEHLER

LAGERGREN

LAGERGREN

LANGE

LARSEN

LAYTON

LEE

LEIPELT

LIU

LOPEZ

LUTZ

MACFARLANE

MACHADO

MALAE

MARINES

MARTIN

MARTINEZ

MCCOLLOCH

MCDOWELL

MCGUIRE

MEAD

MEAD

MEAD

MICELI

MIDDLEKAUFF

MINE

MIRANDA JR.

MORENO

MORGAN

NAGATA

NELSON

NGUYEN

NGUYEN

NICHOLS

NIELEPKO

NIESEN

NIKOLAI

OGG II

OLIVER

OTICO

TROY T

KERRY D

STEPHANIE MIKA

JASON A.

ERIC J

SASKIA NICOLE

ALEC C

LAUREN ANN

ANTHONY J

BRIAN R

THOMAS W

TOM SHENG CHI

PABLO G

WILLIAM A.

STACY R

DAVID A

JACOB F

DAWN M

LUIS

ROBERT

KEVIN JOHN

JOHN M

ANDREW

JUSTIN C.

KEVIN BRIAN

SCOTT D

SAMUEL JOSHUA

CRAIG D

MICHAEL ISEKICHI

RONALD L

DANIEL S

CORY B.

KENNETH KOICHI

THOMAS J.

KIET T

NICK

COLT C

MAXIMILIAN ALEXANDER

TRAVIS J.

PATRICK M

JERRY L.

JOSEPH M

RENE-JOHN G.

OVER

PAOLINETTI JR.

PARKER

PATE

PHAN

PIANTO

PILGER

PILGER

RICHARDS

RIVERA

RODRIGUEZ

RODRIGUEZ

RUSH

SANDOVAL

SANDOVAL

SAUNDERS

SAVAGE

SCHATZ

SCHMIDT

SCHNEIDER

SELBERG

SERNA

SHAPIRO

SHEARER

SHIMADA

SILVA

SITLER

SMITH

SOTELO

SOTO

STEK

STEPHENS

STERKEL

STEWART

STROUD

SWENSON

TANQUARY

TERRY

THOMPSON

TORKE

TRISKA

TYLER

VAN DER HOEK

MARTIN S

ROBERT J

ANTHONY J.

JOHNATHAN E

CUONG N.

ANTHONY JOHN

CHRISTOPHER J

KENIA SOTO

NICHOLAS P

JANICE MARIE

ALYSSA ANITA

JERRY F

DEREK N

DOMINIC

JANICE RIVERA

FRANK J

SCOTT MICHAEL

NICHOLAS BUCHANAN

JEREMY D

DAVID R.

STEPHEN PAUL

MICHAEL J

CRAIG M.

TYSON J

MARK H

DUSTIN ANTHONY

JAMES S.

STEPHANIE LAUREN

MICHAEL DAVID

KENIA

STEPHEN BENEDICTUS

PETER A.

BRYAN L

COLIN ANTHONY

MELISSA A

BRIAN JEFFREY

DAVID J

JOHN B.

JACOB CHRISTOPHER

ALEXANDER E.

MARK DONALD

SCOTT RICE

FRITS PIETER



VAN DIEMEN

VELASCO

VIERRA

WICHT

WILLIAMS

WILSON

WILSON

WOLF

WONNELL

WRIGHT

WURDINGER

WUTZKE

ZAVALA

AGUILAR

ALBERTS

ALCANTAR

BAKER

BALDERSTON

BANKSTON III

BAYDO

BAZA

BROWN

BUTERA

BUTTITTA II

CARRASCO

COETZEE

CONTRERAS

DELGADO

DIVENS

DUNCAN

DUNN

ELLIOTT

FOSS

FOSTER

GARTNER III

GORDON JR.

GOSHIA

GRACE II

GUERRERO

GUERRERO

HALLMAN

HARNISH

HARRIS

RANDY D.

HILDA LIVIER

NICOLE MICHELLE

ZACHARY CLYDE

BRYAN C.

ADAM C.

SCOTT A

ALAN L

MICHAEL LOGAN

JAMES DANIEL

MATTHEW L.

LOREN ALAN

NATHALIE ROSE

GERALD ALLEN

RITA R

LEON A.

RICHARD THOMAS

MARK BYRON

CHARLES WILLIAM

JOHN

THEJON GILL

BENJAMIN C

JOHN V

LEONARD J

DINDO AMADOR OCAMPO

DAWID H

MATTHEW D.

JESSE R

CHRISTOPHER F

JEFFERY D

CHRISTOPHER STEVEN

MATTHEW BLAINE

WARREN E.

CHRISTOPHER R.

JOSEPH

LINGTON

JAMES B

TIMOTHY P

CHRISTOPHER B

MARK A.

THOMAS SCOTT

ANTHONY MICHAEL

CRAIG ROLLIN

HAYDEN

HOLTZ

HOSTETLER

HUYNH

JAMES

JOHNS

KEATE

KRISHNA

KUBO

LANE

LIN

LINDQUIST

LOPEZ

MAHARAJ

MANCHESTER

MARKS

MCKERNAN

MCKERNAN

MELESURGO

MENDIOLA

MILLER

MURRILL

NEUHERZ

O'BRIEN

OCHOA

O'CONNELL

ORLANDO

PAGTULINGAN

PARKS

PEXTON

PHUNG

POPIEL

PRITCHARD

QUIJADA

RAMBIS

RICHMOND

ROBERTS

RYKER

SAN PEDRO JR.

SANDERS

SAVAGE

SIMPSON

SLADWICK

CHARLES B

MARK L.

LEE FREEMAN

THUCVU QUOC

MARK A

DAVID B.

MICHAEL W.

MADHU

SHANE T.

STEVEN A

AUSTIN J.

CRAIG A

BULMARO TAPIA

ARUN P

PAUL S.

CHARLES M.

CHRISTOPHER P

GREGORY P

LORI DYANNE

JOSEPH F.

LANE HOWARD

JESSE MILES

SCOTT ANTHONY

PATRICK KEVIN

ANTONIO V

THOMAS DANIEL

LAWRENCE A

TIFFANY QUIVA

RICHARD D.

STEVEN E.

MINH H.

STEVE JOSEPH

ROBERT J

BRANDON PAUL

RANDALL C

NATHAN ALEXANDER

BRYANT J

DAN W

LEONARDO D

JOHN L

MATTHEW DOUGLAS

KEVIN J

JOSHUA A.

ST CLAIR  
SUYEDA  
SYLVIA  
TAPIA-LOPEZ  
TAYLOR  
TOMARO  
TORRES  
TSOSIE  
TUCKER  
VALDEZ  
VARNER  
VELOZ  
VENTURA  
VITARELLI  
WATERHOUSE  
WEBB  
WHITFIELD  
WHITNEY  
WIERZBICKI  
WILLIAMS  
WOERNER  
ABERNETHY II  
ADAMS-MCCANN  
ADIB  
AGEE  
AGRAWAL  
AKIN  
ALHAZ AKAYDIN  
ALTAMIRANO  
ALVAREZ  
ALVES  
ALVES  
ANDRADE  
ARMAS  
ARTERBURN  
AVALOS VILLALOBOS  
AZCONA  
BALL  
BALQUIEDRA  
BARNES  
BARRET  
BATES  
BEAULIEU

CHAD MICHAEL  
ROBERT F  
MARCO PAULO  
BULMARO  
CHRISTOPHER ARTHUR  
KURT ANTHONY  
PAUL A  
JACOBSEN  
JAMES R  
ANTHONY D  
RICHARD F  
RICHARD G.  
BAYANI ALBINO  
MICHELE A  
PHILIP J  
JUSTIN LEWIS  
JASON MICHAEL  
JEFFREY A  
JOSEPH C.  
JOHN R.  
CHRIS CHARLES  
DOUGLAS F  
BERNADETTE  
OMEED  
ANNETTE YVONNE  
NIMISHA  
LINETTE  
NEVIN  
KRISTIN N  
KATTY LIZA  
JEANNINE THERESE  
VICTOR GEORGE  
TATIANA LORENA  
JOSE F  
STEPHAN PAUL  
ROSA E  
CARLOS ENRIQUE  
TAMRA LIN  
EDWIN SANCHEZ  
STEPHANIE A  
MEAGAN CHRISTINE  
ANNA KATRINA M  
MILEE N

BENDANILLO	HAYLEY
BHAGAT	PAYAL
BHASKARAN	SHANTI
BILLINGSLEY	RONALD S
BLANCHARD	LINDA A.
BLANDFORD SR.	CHRISTOPHER J
BLIGHT	BEN J
BLUMENSON	MARIA FATIMA
BOBIAS	DANIEL H.
BOGAN	VERONICA D
BOTTELLI	MARY LEE
BOYLE	MARY E
BRICE	SALLY S
BRITTON	JEFFREY P
BROOKSHIRE	HILLARY J
BROWN	GARRETT M
BROWN	KAREN L
BROWN	LESLIE S
BROWN	VOULA D M
BRYANT	DEREK ALAN
BUSSEY	RONDI J
BUSTOS	REBECCA ANN
CABADA	HORACIO A.
CALLEJON	CHARLES J
CALNAN	JAMIE MICHELLE
CANTER	ANTHONY B
CAO	HONG M
CARAVALHO	JENNIFER LEIGH
CARNESECCA	ANTHONY EDWARD
CARROLL	CHRISTOPHER JAMES
CARTER	BRYAN JOE
CARTER	JESSICA A
CARTER	KATHERINE L
CASEM	RICHARD P
CASEY	TAJINA EMI
CASTILLO	JOEL V
CASTILLO	VICTORIA ALYSSA
CASTRO JR.	REINALDO
CASTRO	IRENE SOLIS
CASTRO	MINETTE B
CHAIREZ	DIANA M.
CHAKALIAN	ANGELA MARIE
CHANG	ADA

CHAVES

CHEN

CHEN

CHIN

CHIU

CHOI

CHOU

CHRISTIAENS

CHUNG

CHUNG

COELHO

COKER

COOK

CORNELIUS

COTE

COUNCIL

CREMER

CRNOGORCEVIC

CUCUZZA

CUMMINGS

CUMMINGS

CURREN

DALE

DAMIAN

DANG

DAUENHAUER

DE

DEJILLO

DEMPSEY

DENG

DESOUSA JR.

DEVRIES

DHAKNI

DIATTE

DOAN

DODGE HERNANDEZ

DOYLE

DUERKSEN

DUHAIN

DUQUE

EAM

ELIX

ELIZONDO

WILLIAM J

DEBBIE Y.

YEN H

ALLEN

KELLY QUINN

YONG NAN

YU-LAN MARGARET

CODY DEAN

REBECCA H

RICHARD

LINDA A

MELISSA ANN MESLO

TYLER E.

KEVIN L

AMY LORRAINE

LAUREN E

MARCELLA D.

IKSIJA

SUE I

IZUMI T

MAYLAN THAO

TERA LINDA

ANDY W

NELSON M

TRAC CONG

JENNIFER R

ASOKE KUMAR

LORNA TEJADA

WILLIAM GERARD

RU WEN

FRANK L

GENEVIEVE G

ERIC IMRAN

SUSAN A

CHRISTINE HUONG DIEM

VIVIAN MARIE

GARRETT A

ANNETTE YVONNE

KRISTIN KATHERINE

ARISTOTLE A

LYHAK

ADAM MICHAEL

MARY REBECCA

ELLIOTT

ENTIZNE

ERSAHIN

ESQUIVEL

FAZZI

FENG

FERNANDEZ

FERNANDEZ

FERNANDO

FIGUEROA

FLOOD

FONG

FORONDA

FRANCIS

FRANCISCO

FULK

FURSH

GALLEGOS

GAONA

GARAY

GARCIA

GAWRONSKI

GECAINE

GENTRY

GEORGE

GIANATASIO

GILLETTE

GOMEZ

GOODMAN

GOODSON

GOSS

GRAHAM

GREENWOOD

GREGG

GRESHAM

GRZAN-PIERACCI

GUARDADO

GUPTA

GUTIERREZ

GUTOWSKI

GUZMAN

HANEL

HANSEN

ELIZABETH S

STEPHANIE EILEEN

SEDEF

CAMELIA M

WINDY LEE

LIN

DEBBY L

ROBERT NULLAR

MAYEEN GEROZAGA

GABRIEL ABACU

KATHY M.

FELIX S

DIANE

TAMRA LIN

PHILIP R.

CHERI L

MARILYN G

JOSE F.

DAWN D

ZORAYA AMALIA

LYNN C.

REBECCA MARIE

EDDIE SON

JASON E.

RANDALL B

WILLIAM G

HUE PHUNG

DARLENE A.

GWENDOLYN C.

TEMANI CHIEKO

JAMES E

MARK L

ROBERT M

JENNY S

NICOLE C.

MAUREEN MICHELLE

YESENIA

SHIKHAR KUMAR

JORGE LUIS

STEPHANIE

JENNIFER MARIE

MARY A

DOUGLAS A.

HARDWICK

HARRISON

HARRISON

HARROLD

HAWKINS

HAYES

HAYSE

HENG

HERB

HEREDIA-ALONZO

HICKEY

HICKEY

HILL

HILLEY

HONDA

HOSHIZAKI IWATA

HOYE

HSIAO

HSU

HUGHES

HUGHES

HUNT

HUYNH

HUYNH

HUYNH

HYATT

HYSON

ICHIHO

IVERS

JAISINGH

JANZING

JARVIS

JIMENEZ

JOHNSTON

JUE

JUESEKUL

KACHMANIAN

KADAM

KAWADA

KAZLAUSKAS

KELLER

KEPPEL

AHCOMB R

ROBERT J

RYAN I

DOUGLAS E

JASON ISAAC

MARIA O

DENNIS EDWARD

CHRISTINE CHENG

JENNIFER V

LAURA

KARIN L

TIMOTHY A

JEAN-PAUL

SAMIRA

SHELTON S

GAIL MARI

FOREST B

HUI-SHIN

JOYCE C

KATHLEEN SMILEY

GUMMOW

RACHEL ANN

FRANCINE M

DAN HUU

JESSICA H

LIEM CONG

SUZANNE T

AIMEE J

GAYLE M

SHEILA L

VEENA

RONALD M

NICOLE MARIE

LUIS A.

CODY R

ERICA STEPHANIE

CHRISTOPHER TULA

JOHN G.

JASHMA A

JON Y

ROBERT S

VERONICA GARCIA

LUCY A

KERACHIAN

KETTNER

KHEYFETS

KLINE

KMETZ

KOEPPLIN

KOMENOVICH JR.

KONDOS

KUMARLLEMOS

LA PLACA

LACEY

LAIGO

LARA

LAUGHLIN

LE

LE

LE

LE

LEE

LEE

LEIJA

LEY

LEYERLE JR.

LINGGI

LITZNER

LOPEZ

LOPEZ

LOREDO

LUU

LUU

LY

MACKENZIE

MALKO

MANUEL

MARASIGAN

MARDINI

MARINIUK

MARSHALL

MARTINEZ

MASADA

MAZZONE

MCAVOY

MCDOWELL

ELAHEH

ROBIN D.

KONSTANTIN YUR'YEVICH

MARY K

KEVIN CHARLES

GRANT JUSTIN

ROBERT J

PAULETTE R

GAURAV

ROBERT J

SHAUN MICHAEL

KIRK DOMINIQUE SANTOS

YOLANDA ANTONIA

SHARON M

CHANH M

KET Q

MARIA LINH THUY

STEVE NGHIA HOANG

CHERYL CAROLYN

KAR HANG

BEATRICE ARACELI

SIU LI

HAROLD E.

KATHRYN M

SCOTT A

HILDA B

MAYRA

AMBER NICOLE

DUC T

HUNG T

MICHAEL

LESLIE C

KELVIN R

LANE ALAN

LOURDES PINEDA

RANIA

SERGEY OLEGOVICH

HERBERT J.

CARMEN MARIA

KAREN A

JAMES A.

JAIME LEANNE

CAROLYN M



MCGILL  
MCGINLEY  
MCGUIRE  
MCMILLAN  
MCWILLIAM  
MEI  
MELGOZA  
MENDOZA  
MESLO  
MIER  
MILLER  
MILTON  
MIRANDA  
MO  
MOHAMMED  
MOLINA  
MONCUR  
MONGEON  
MORENO  
MORGIA  
MORIN  
MORTENSEN  
MOYA  
MUNIZ  
MUNOZ  
NALLAMOTHU  
NAVARRO  
NELSON  
NG  
NGO  
NGUYEN  
NGUYEN  
NGUYEN  
NGUYEN  
NGUYEN  
NICHOLAS  
NICHOLS  
NICSEVIC  
NIEVES  
NOOR  
OBA  
OBERST  
OCANA

ANNA CECELIA  
JAMES A  
DOUGLAS B  
TIMOTHY ANGUS  
GINA M.  
JIEWEN  
MOISES  
RENALDO D  
MELISSA ANN  
RODERICK G  
JON D  
ARIANNA NICOLE  
INGRID M.  
FANGBIN  
ZULEEKA SUFIAN  
CLAUDIA RODRIGUEZ  
STEVE PAUL  
SHERYL A  
ROBERT L.  
AMELIA S.  
PATRICK F  
FRANZ  
SHANNON IAN CAPILI  
SAL  
IRMA  
PRASAD M  
ASHLEY CELENE  
CANDY SUE  
MEI IENG  
TUYEN THANH  
HOA D  
MIA UYEN  
MONICA T.  
THU PHAM T  
VINHLOC QUANG  
TAMELLA FAYE  
ALLEN DALE  
JOSEPH C  
VICTOR TODD  
FAIAZ UN  
DARRICK M  
GERALD P  
ANGELA L

OESCHGER  
OLEJNIK  
ORR  
PACHECO  
PADILLA  
PAK  
PALACIOS  
PARTOLAN  
PAUL  
PAUL  
PEARCE  
PERCY  
PEREZ  
PERSHING  
PHAM  
PHAM  
PHUNG  
PIKSAYKIN  
POLINI  
PRADA-BAEZ  
PREET  
PRESLEY  
QUANZ  
RAMIREZ  
RAMOS  
RANGEL  
REIGEL  
  
REINECKER  
REVINO  
REYES  
  
RIDAD  
RIVAS  
ROBLES  
ROJAS  
ROMERO  
ROMERO  
ROSE  
ROSS  
RUNYON  
RYAN  
RYAN

DAVID V  
MICHAEL THOMAS  
PHILIP M  
SANDRA P  
JUAN SALVADOR  
PAUL D  
MATTHEW R  
ROSEMARIE L  
ANDREW NICHOLAS  
ELLEN AMELIA  
EMELIE A  
AYDEN  
MARISSA PASION  
MORGAN R.  
LIENG DOANH  
MADELEINE NGOC  
ELAINE MINH  
YURIY P.  
ASHLEY A  
LINA M.  
KAWAL  
HOURI  
CHARLES V  
ISMAEL R  
NILDA M  
BRIANNE A  
LAURA CONTESSA FUTRELL  
SYLVIA RUTH ALITA  
CASABAR  
MELISA J.  
ROWENA  
VALENTINA MARAMAG  
GUZMAN  
LINDA S  
PAMELA A  
DALILA P  
ARIELLE D.  
LORENA S  
PATRICK M.  
STEPHANIE S.  
BRENT R.  
CATHERINE ELIZABETH  
TERI LYNN

SALISBURY  
SANCHEZ  
SANCHEZ  
SANCHEZ  
SANDERS  
SANTISTEVAN  
SAPORITO  
SAPP  
SARI  
SCHLOSSER  
SCHMIDT  
SCHWILK  
SEGURA  
SEPULVEDA  
SHADDLE  
SHELTON  
SHILES  
SHULTZ  
SILFER-HOUK  
SILKE  
SILVA  
SILVEIRA  
SIOXSON  
SLADWICK  
SMITH  
SOK  
SOTO  
SOUZA  
SPINK  
STEFFANI  
STERLING  
STIBBARD  
STOCKDALE  
STONE  
SURIAGA  
SWANSON  
SYLVIA  
TACCHELLA  
TAKEMOTO  
TAN  
TANAKA  
TANG  
TATAPUDY

JAYMI LYNN  
DAVID J.  
ELVIA  
JOHN M  
NATHAN J  
JENNIFER ANN  
GINA DENISE  
VICKI S  
NOVIANI  
JOHN H  
RACHEL GAIL  
JEFFREY J  
JEANETTE NICOLE  
MARK A  
ROBIN S  
JENNIFER PARICHUTT  
DIANA L  
JEFFREY CHARLES  
ANN  
JODY M  
SUZANNE RENEE  
JENNIFER A.  
NOEL SAMONTE  
BRIAN D.  
SOPHIA MARTHA  
KHENG  
DIANA LYNN  
JAYNE DIVERS  
WILLIAM E  
PHILIP C.  
ASHLEY ANN  
ROBERT K  
DOUGLAS ALLAN  
WENDY L  
EDWARD D  
STEPHEN P  
CHRISTINE E  
NANCY ANNETTE  
LAURA  
FRANCES VALYA  
DONNA LOU  
CHENG YIAO  
PRABHA R

TAYLOR

TING

TO

TOSTE

TOTT

TRAJICO

TRAN

TRAN

TRAN

TRAN

TRISTAO

ULRICH

VALENTUKONIS

VALENZUELA

VAN DEVENTER

VASQUEZ

VELASCO

VELASCO-GONZALES

VERMA

VIDUNAS

VILLEGAS

VINCENTI

VINECKE

VIRASAK

VIRAY

VIZCARRA

VON KUGELGEN

VUONG

WARNARS

WARREN

WASTERLAIN

WATTS

WEI

WELT

WIATRAK

WIER

WILKINS LEE

WILSON

WU

WU

YATES

YIP

YORK

TODD M

RENEE I

EDDY TIN SUNG

LINDSEY DIANE

HERMAN WILLIAM

CHARITY A

ANNE KATHERINE

DAVID DUNG

DUY NGOC

KHOI ANH

MEGAN STROUP

ERIN M

ROBERT R.

MEGAN EVONNE

EDWARD A

MICHAEL N.

NANCY L

MARIA THERESA

SUPRIYA

JAMES GEORGE STASCAK

LORENZO

ANGELINA

DENISE A

PETER

MYKE PHILIPPE BRILLANTES

ARTHUR C

MALLORY ARNALL

JENNIE

RAFLES C

REBA L

JUSTIN

DOROTHY ALLYSON

TERESA

ELLEN SUZANNE

JAMES GEORGE

ELLIOT G

COREY LYNN

ANGELIQUE REGINA

CECILIA KAI

JENNIFER JUNG HEE

TAWNIE

GENEVIEVE

ALEXZANDRIA ESSENCE

YOUNG

ZADEL

ZAMARRIPA

ZAMORA

ZEMEDE

ZIMMERSHEAD

ALEJO

ALIGO

ALLAN

ALLEN

ARRIGHI

AUERBACH

BANUELOS

BARBA

BEDELL III

BEGLEY

BELTRAN

BEZERRA

BILLINGSLEY

BLANCHETTE

BLASQUEZ

BLEVINS

BOBIAS

BOUGHTON JR.

BRADBURY

BRICKMAN

BUTLER

CABRAL

CADENA

CALIBOZO

CALVO

CARDOZA

CARLSON

CARRILLO

CARTER

CASAS

CASTRO JR.

CASTRO JR.

CHALOUX

HELL

CLARK

CONTRERAS

CORMAN

NICOLE M

LAURA A

FAUSTO C.

CARMEN V

SENAIT

MEGAN EVONNE

RALPH A.

LAWRENCE S

JAMES K

DANIEL WILLIAM

JASON DANIEL

ALEXANDRE L

ESTEBAN

DOMINIC CHRISTOPHER

EDWARD S

GARY M

JORGE M.

CHRISTOPHER JOHN

JACOB WILLIAM LAWRENCE

ROBERT D

PAUL E.

PATTI L

DANIEL H.

CHARLES ANTHONY

BRIAN CHRISTOPHER

BRIAN M

JOHN JOSHUA

DANIEL JOHNATHAN

JOSE FRANCISCO

HENRY A

DOMINIC FRANCISCO

DAVID M

BRIAN PATRICK

FELIPE

BRYAN JOE

CONRADO M.

PEDRO

REINALDO

MORGAN DYLAN

BRYAN JOSEPH

TANNER ROBERT

ROGER

BRETT R

CORREIA  
DAUENHAUER  
DEAN  
DESTAILLATS  
DIAZ  
DOMONDON  
DOYLE  
DUDLEY  
ESTAVILLO  
ESTRELLA  
FARFAN  
FARIA  
FAUGHT  
FERNANDEZ  
FERRARIS JR.  
FITZPATRICK  
FLEXEN  
FOSTER  
FRANCISCO  
FUENTES  
GAONA  
GARCIA JR.  
GARCIA  
GARCIA  
GARDEA  
GAXIOLA  
GECALINE  
GENCO  
GERMANO  
GIBBS  
GRACIANO JR.  
GRAY III  
GRIBBEN  
GRIFFIN  
GUAJARDO  
HALL  
HELDT  
HERNANDEZ JR.  
HERNANDEZ  
HERNANDEZ  
HILL  
HOLLYWOOD III  
HOSTETLER

DOMINGOS A  
LARRY C  
ERIK M.  
JON M  
CESAR  
NOEL C.  
PAUL  
JAMES RUSSELL  
EDWARD W  
DAVID C  
TOM J  
MICHAEL JOSEPH  
CHRIS  
JOSE MANUEL  
ARMANDO M.  
KENYATTA JEROME  
CRAIG  
CHRISTOPHER R.  
PHILIP R.  
LUPE  
CARLOS T  
JUAN  
JOSEPH T  
SERGIO P  
ARMANDO J  
ALBERT J.  
EDDIE SON  
DANIEL K.  
NICHOLAS L.  
CHRISTOPHER RAY  
JOHN T  
CHARLIE LEE  
ERIC DAVID  
ROBERT C.  
ALFREDO  
ROBBIE T  
THOMAS E  
JESUS  
SAMUEL R.  
TZIRAHUEN MARIN  
MATTHEW L  
DANIEL J.  
LEE FREEMAN

HSUEH-MARTIN JR.

IBARRA

JAMES

JIMENEZ

JOHNSON

JOHNSTON

JONES

JUAREZ SANCHEZ

KHOURY

KODAMA

KODAMA

KOEPPLIN

KORN

LARA

LARKIN

LEAMAN

LEON

LEWANDOWSKI

LINAFELTER

LOPEZ

LUFKIN

LUNA III

LUNA IV

MANIGLIA

MANUEL

MARTINEZ

MARTINEZ

MCCULLOUGH

MCDOWELL JR.

MELGOZA

MILAZZO

MILLER

MITCHELL

MONTEIRO

MORASH

MORENO

MORENO

MORENO

MYERS

NAJAR JR.

NAKAMURA

NIEVES

O'DELL

JOHN N

RICARDO

MARK A

ESTEBAN A

DANIEL CHRISTOPHER

CHARLES E

GARETH BARRY

CARLOS JULIAN

ANTHONY GEORGE

JASON AKIRA

JEFFERY Y.

GRANT JUSTIN

DONALD G

DAVID A

TREVOR D

ANTHONY J

GILBERT V

JAMES A

GARY M

OLIVIO B

DARREN W

JOSEPH G

JOSEPH ROBERT

RONALD G

LUKAS ANDREW

CARLOS

JULIAN T

THOMAS ALAN

DENNIS E

JAVIER

BRYAN M

JACK D

CHARLES K

CARLOS A

JAMES K.

DANIEL C

DANIEL C.

GABRIEL A.

CLIFF J

RAMON J.

KRAIG KIYOSHI

VICTOR TODD

TODD R

OREJEL GARCIA

ORENDAIN

ORR

OSUNA

PANTEL III

PENVENNE

PEREIRA

PEREIRA

PERRAULT

PERRY

PETERSON

PICARD

PINHEIRO

PINHEIRO

PLACENCIA

RAMIREZ AMADOR

RAMOS

RASUL

REED

REED

REED

REGALA

RESENDEZ

REYES JR.

REYES

REYES-LOPEZ

REYNOLDS

RIVERA

RODRIGUEZ

ROMAGNA

ROSA

ROSA

SALINAS

SARVER

SILVEIRA

SLADWICK

SLADWICK

SNYDER

SOLIS

SOTO

SOUMOUNTHA

SOUSA JR.

SOUZA

ROBERTO

JOSE S.

CHRISTOPHER ROBIN

MOISES F

HOWARD WILLIAM

PERRY T

STEVEN W

VINCENT WILLIAM

EVERETT GASPAR BRAVO

ROBERT MANUEL

SEAN P

GARRICK R

JUSTIN JOSEPH

PAULO

JASON A.

FELIPE U

ROBERT A

JACOB J

CODY AUSTON

DAVID A

MICHAEL R

TREVEN MARC

BENITO J

FIDEL G

MICHAEL STEPHEN

GILBERTO PABLO

CONRAD Q

ANTHONY J.

PETER LOUIS

MARK P

CHRISTOPHER J

EVAN J.

RAMIRO E

LARRY STEVEN

LUIS ALBERTO

BRIAN D.

JOSHUA A.

DONALD D

EDUARDO P

PETER RICKEY

ALBERT VIJAYA

JOHN SOARES

JOSEPH EDWARD



SPEARMAN  
STAGI  
TAMONE  
TEIXEIRA  
TILLMAN  
TON  
VALADEZ  
VALDEZ  
VERGANO  
VILORIA  
WARE  
WIELER JR.  
ZENDEJAS JR.  
ANTHONY  
AQUINO  
ARREOLA  
ASHLEY  
AVALOS  
AZUETA  
BLACK  
BLATZ  
BUNCE  
CAMARENA  
CARLETON  
CARON-CLARKSON  
CARPENTER  
CARRERA  
CARTER  
CLARK  
CLAY  
CLEVENGER  
COWAN  
CRAMER  
CRUZ  
CRUZ  
CULLEN  
DALE  
DUHAIN  
EHRlich  
EWING  
FAZZI  
FINDLEY  
FITZGERALD

LAWRENCE ALBERT  
MARCUS REY  
BROOKS LOUIS  
TOM S  
RONNIE S  
EDWIN G.  
CRUZ  
LEONEL  
VINCENT P  
JOE Q  
WILLIAM W  
GRANT DUBREUILLE  
MIGUEL A.  
ROBERT M  
CAROLINE M  
FELICIA M  
KAREN A  
SYLVIA BEATRIZ  
TIFFANY N.  
DEANNA G  
KYLEE MARIE  
NANCY C  
MARIA CONCEPCION  
SALLIE BURDEN  
JAMIE ELIZABETH  
TAYLOR L.  
NOELLE J  
JENNIFER LYNN  
MICHAEL W  
CHRISTINA M  
LOGAN ANN  
DONNA G  
ERIKA I.  
VICTORIA LORRAINE  
VICTORIA V.  
JENNIFER L  
NAOMI B  
KRISTIN KATHERINE  
ISABEL MARIE  
ERICA MIRANDA  
WINDY LEE  
NILIANA DE SOUZA  
ROSANNA P

FLORES ROCHA

FLORES

FOUGHT

FREITAS

GAETA

GARCIA CRUZ

GROSS

HARARAH

HASSNA

HINES

HIRAHARA

HONG

HYATT

IPPOLITO

JACOBS

JETT III

JIRCITANO

KUNZELMAN

LAFRANBOISE

LOBITO

LORETTO

MANTHEY

MAUN

MEDELLIN

MEDINA

MILJKOVIC

MORALES

MORENO

MORENO

MORENO

MORGAN

MORTWEET

MOYE

MUNOZ

NIELSEN

OKAMURA

OLIVEIRA

OTO

PALMER

PATTON

PLATT

POVIO

QUINTERO

CARLOS EDDIE

ROBIN D

ALLISON DIANA

JULIE A

MICHAEL RALPH

VICTORIA VANESSA

STACY M

MALIK MOHAMMED

KACEY DANIELLE

LESLIE ELENA

DOUGLAS K

JESSICA VEDA

ANDREW DAVID

AARON LINDSAY

DAVID A

ROBERT L

REBECCA A.

JENNIFER MARIE

AMY BRIANA

GINA M.

LESLIE

KIMBERLY D

JIGNESH D

TIFFANY N.

ANDREA SMITH

SVETLANA

ALEXIS ARIANA

LAURA FURNANZ

MELISSA P.

NATALIE D

MICHAEL T

MACY R

KRISTEN ANN

CARLA M

MELISSA FAITH

MICHELLE K.

ELIZABETH S

TY Y

KIMBERLY VINCENZINA

DEBORAH D

SHANNON MAUREEN

KATHERINE MARY

ALEX R

REYES  
ROBINSON  
ROGERS  
SAWIN  
SCALISE  
SCHEMBRI  
SCHILLER  
SIRLES  
SOO  
SOPER  
STEINWANDT  
THOMAS  
VO  
VOGELSANGER  
VON RAESFELD  
WILCOX

ALLEN J  
MICHAEL K  
KARI LYNN  
MARY MELINDA  
MERRILEE A  
KRISTEN A.  
CHRIS A  
KIMBERLY J  
VIRGINIA L  
BRIANNA LEIGH  
BRIANNA LEIGH  
RACHEL A  
DUYEN D.  
PAUL R.  
NICOLE MARIE  
SHANNON BRITTANY

**EXHIBIT D**

STIPULATION AND ORDER

[on following pages]

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 Attorneys for Plaintiffss

8 Edward Louis Kreisberg, SBN 179528  
9 Email: ekreisberg@meyersnave.com  
10 **MEYERS NAVE RIBACK SILVER & WILSON**  
11 555 12th Street, Suite 1500  
12 Oakland, CA 94607  
13 (510) 808-2000  
14 Attorneys for Defendant

15 UNITED STATES DISTRICT COURT  
16 NORTHERN DISTRICT OF CALIFORNIA

17 CHRISTOPHER GAFFNEY et al.,  
18 Plaintiffs,  
19 vs.  
20 CITY OF SANTA CLARA,  
21 Defendant.

Case No.: 3:18-cv-6500-JST

**STIPULATION FOR APPROVAL  
OF SETTLEMENT AGREEMENT  
AND DISMISSAL WITH  
PREJUDICE**

22  
23 The parties to the above-captioned action stipulate as follows:

24 1. WHEREAS, on October 24, 2018, named Plaintiffs  
25 CHRISTOPHER GAFFNEY, ANDRE JEROME SOTO, JOHN C. O’LEARY,  
26 GUIDO QUARTAROLI and JEFF PROVANCHER (“PLAINTIFFSS”), all  
27 current or former City of Santa Clara employees, filed the above-captioned  
28

1 action (“Action”), alleging violations of the Fair Labor Standards Act (“FLSA”)  
2 based, in part, on the Ninth Circuit’s decision in *Flores v. City of San Gabriel*, 824  
3 F.3d 890 (9th Cir. 2016), which held cash-in-lieu of health benefits and cafeteria  
4 plan contributions shall be included in employees’ regular rate of pay, and thus in  
5 the calculation of the overtime rate, unless the cafeteria benefits plan is a “bona fide  
6 plan” under the FLSA.

7 2. WHEREAS, PLAINTIFFS are or were previously employed by the  
8 City of Santa Clara (“CITY”). PLAINTIFFS and the CITY shall be collectively  
9 referred to as “Parties” herein.

10 3. WHEREAS, the Court has jurisdiction over the subject matter of the  
11 Action and over the Parties.

12 4. WHEREAS, PLAINTIFFS’ complaint in the Action (“Complaint”)  
13 alleges that CITY owes back overtime pay to PLAINTIFFS and similarly situated  
14 former and/or current employees because CITY allegedly did not include  
15 compensation paid to employees in lieu of health benefits and/or cafeteria plan  
16 contributions and certain specialty pays into the regular rate of pay used to  
17 compensate FLSA overtime hours;

18 5. WHEREAS, the Complaint seeks to recover this allegedly-owed  
19 unpaid overtime compensation, as well as liquidated damages, attorney’s fees, and  
20 costs on behalf of PLAINTIFFS and all those similarly situated;

21 6. WHEREAS, CITY denies the allegations set forth in the Complaint  
22 including, but not limited to, whether CITY owes back overtime pay to  
23 PLAINTIFFS and similarly situated former and/or current employees, and whether  
24 the CITY’s cafeteria benefits plan is “bona fide” or “not bona fide,” and disputes the  
25 applicability of the FLSA to the facts as alleged therein, and alleges that  
26 PLAINTIFFS and similarly situated former and/or current employees were actually  
27 paid more than required by the FLSA as a result of various overpayments,  
28

STIPULATION FOR APPROVAL OF SETTLEMENT

1 calculation errors and contract overtime offsets;

2 7. WHEREAS, a bona fide dispute exists between the Parties as to  
3 Defendant’s liability, if any, and the extent thereof under the FLSA in the Action;

4 8. WHEREAS, the Parties have engaged in extensive negotiations in good  
5 faith in an attempt to resolve their differences, and throughout these negotiations all  
6 Parties were, and continue to be, represented by counsel experienced in labor and  
7 employment matters;

8 9. WHEREAS, the Parties wish to avoid the uncertainty, expense and  
9 delay of litigation and have therefore reached an agreement, which also includes  
10 current and former employees who have similar claims (“PUTATIVE  
11 PLAINTIFFSS”). The terms of the Parties’ agreement are embodied in the  
12 Settlement Agreement and General Release (“Settlement Agreement”) that all  
13 Parties have executed. A copy of the Settlement Agreement is attached hereto as  
14 Exhibit A and incorporated herein. By entering into this Settlement Agreement, the  
15 CITY does not admit, and continues to expressly deny, any liability for the claims  
16 alleged in the Action;  
17

18 10. WHEREAS, courts have determined that the provisions of the FLSA  
19 are mandatory and potentially may not be waived by contract or otherwise—unless  
20 the settlement agreement is approved by the Court or the Department of Labor. (See,  
21 e.g., *Lynn's Food Stores, Inc. v. United States*, 679 F.2d 1350, 1352 (11th Cir. 1982)  
22 (“*Lynn’s Food Stores*”));

23 11. WHEREAS, however, when employees bring a private action for  
24 compensation under the FLSA, and present the district court a proposed settlement,  
25 the district court may enter a judgment after reviewing the settlement for fairness.  
26 (*Id.* at p. 1353.) If the proposed settlement reflects a reasonable compromise over  
27 issues that are actually in dispute, the court has the power to approve the settlement  
28 “to promote the policy of encouraging settlement of litigation.” (*Id.* at 1354);

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STIPULATION FOR APPROVAL OF SETTLEMENT

1           12. WHEREAS, district courts in the Ninth Circuit have held that FLSA  
2 claims may be waived through court supervised settlement agreement (*Selk v.*  
3 *Pioneers Memorial Healthcare District*, 159 F.Supp.3d 1164, 1172 (S.D. Cal. 2016)  
4 and that a court has the power to approve FLSA settlement that is “a fair and  
5 reasonable resolution of a bona fide dispute” (*Nen Thio v. Genji, LLC*, 14 F.Supp.3d  
6 1324, 1333–34 (N.D. Cal. 2014)).

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

21  
22           14. WHEREAS, PLAINTIFFS’s counsel negotiated with CITY’s counsel  
23 over an approximately three-month period and engaged in good faith negotiations of  
24 a global settlement which included CITY’s inclusion of cash-in-lieu payments and  
25 certain specialty pays into its employees’ overtime rate. The parties engaged in  
26 several settlement communications via email and telephone calls and an in person  
27 mediation, a tentative settlement was reached on March 24, 2019;  
28



1           15. WHEREAS, the Parties have exchanged information in pursuance of  
2 settling the Action, and believe that the settlement amounts, as well as the method  
3 of calculating the amounts, are fair and consistent with and within the range of the  
4 results PLAINTIFFS and PUTATIVE PLAINTIFFSS could expect to obtain at trial;

5           16. WHEREAS, the Parties believe the agreed-upon amount to be paid to  
6 PLAINTIFFS's counsel is fair and reasonable;

7           17. WHEREAS, the Parties jointly request the Court find the settlement to  
8 be a fair, reasonable and just negotiated resolution of a bona fide dispute, and that  
9 this Court approve of the stipulated Settlement Agreement and enter dismissal of the  
10 Action with prejudice via an Order;

11           18. WHEREAS, by entering into this Stipulation and requesting Court  
12 approval, the Parties do not intend that the Court should make any findings or  
13 determination regarding the law. This Stipulation, any exhibits, and any other  
14 documents or written materials prepared in conjunction with this Stipulation, should  
15 not constitute evidence of, or any admission of, any violation of the FLSA,  
16 including, but not limited to, whether the CITY's cafeteria benefits plan is "bona  
17 fide" or "not bona fide", or any other federal or state law, regulation, order, or rule  
18 by any Party;

19           IT IS THEREFORE STIPULATED, by and between the Parties, through their  
20 respective counsel, that:

21           1. The Settlement Agreement contains a fair and just negotiated resolution  
22 to the current disputes between the Parties as set forth in the Action;

23           2. The Court should approve the Settlement Agreement by signing the  
24 Order attached hereto;

25           3. The Court should reserve jurisdiction over the Action for the purpose  
26 of enforcing the Settlement Agreement;  
27  
28

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STIPULATION FOR APPROVAL OF SETTLEMENT

1           4.     Upon the Court’s approval of the Settlement Agreement, the Action  
2 should be dismissed with prejudice.

3  
4 Dated:   May 17, 2019

DAMMEIER LAW FIRM

5 By:   /s/ Dieter C. Dammeier

6           DIETER C. DAMMEIER  
7           Attorney for Plaintiffs  
8           CHRISTOPHER GAFFNEY et al.

9 Dated:   May 17, 2019

MEYERS NAVE RIBACK SILVER &  
WILSON

10 By:   /s/ Edward L. Kreisberg

11           EDWARD LOUIS KREISBERG  
12           Attorneys for Defendant  
13           CITY OF SANTA CLARA

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UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

CHRISTOPHER GAFFNEY, et al.,  
Plaintiffs,  
vs.  
CITY OF SANTA CLARA,  
Defendant

Case No.: 3:18-cv-06500-JST

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

**[PROPOSED] ORDER**

The Court has carefully reviewed the Stipulation of the Parties, the Settlement Agreement attached as Exhibit 1 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 and the Parties shall perform the Settlement Agreement in accordance with its terms;
2. The Court reserves jurisdiction over this Action for the purpose of enforcing the Settlement Agreement;
3. The Court has made no findings or determination regarding the law, and this Stipulation and Order, the Settlement Agreement, and any of the other

**[PROPOSED] ORDER**

1 documents or written materials prepared in conjunction with this Stipulation and  
2 Order shall not constitute evidence of, or any admission of, any violation of the law.

3 4. The above captioned Action is hereby dismissed with prejudice. The clerk  
4 shall close out this case

5  
6 **IT IS SO ORDERED.**

7 Dated: \_\_\_\_\_

8 \_\_\_\_\_  
9 JON S. TIGAR  
United States District Court Judge

**EXHIBIT E**  
**NOTICE OF COLLECTIVE ACTION SETTLEMENT:**  
**CLAIM FORM & RELEASE TO PUTATIVE PLAINTIFFS EMPLOYED BY THE CITY OF**  
**SANTA CLARA IN THE CLASSIFICATIONS OF FIREFIGHTER I, FIREFIGHTER II, FIRE**  
**DRIVER/ENGINEER, FIRE CAPTAIN, FIRE CAPTAIN – TRAINING, DEPUTY FIRE**  
**MARSHALL I OR DEPUTY FIRE MARSHALL II**

*CHRISTOPHER GAFFNEY, ET AL. v. CITY OF SANTA CLARA*  
Case No. 3:18-cv-06500-JST

U.S. District Court for the Northern District of California

If you were employed with the City of Santa Clara since May 2014 in the classifications of Firefighter I, Firefighter II, Fire Driver/Engineer, Fire Captain, Fire Captain – Training, Deputy Fire Marshall I or Deputy Fire Marshall II, and worked Fair Labor Standards Act overtime this notice describes your rights and potential benefits from a collective action settlement. It is important that you read this notice carefully.

**Why did I get this notice?** You received this notice because a proposed settlement has been reached in a collective action Fair Labor Standards Act (FLSA) lawsuit filed against the City of Santa Clara entitled CHRISTOPHER GAFFNEY, ET AL. v. CITY OF SANTA CLARA Case No. 3:18-cv-06500-JST (Settlement). You have rights that will be impacted by the settlement of this lawsuit, and you may be entitled to compensation as a result of this Settlement. However, to obtain any compensation, you must take action as described below.

**What are these lawsuits about?** The Plaintiffs brought this lawsuit alleging that, as required by the decision of *Flores v. City of San Gabriel*, 824 F.3d 890 (9th Cir. 2016), the City failed to include City provided contributions towards health insurance benefits, payments of cash in lieu of health insurance benefits and certain specialty pays in the calculation of the FLSA regular rate of pay for purposes of calculating overtime compensation for employees who are not exempt from the overtime requirements of the FLSA. The lawsuit complaint alleges the City has violated the FLSA by failing to pay Plaintiffs the full amount due for all overtime hours worked. Plaintiffs allege they are entitled to recover unpaid overtime for the past three years (plus any applicable tolling period), plus liquidated damages in an equal amount, and attorney fees and costs. The City disputes this claim, but has agreed to settle the lawsuit in order to avoid the burden, expense, inconvenience, and uncertainty of continued litigation. Beginning with the paycheck on August 26, 2018, the City began including cash-in-lieu of health care benefits payments and contributions toward health insurance benefits and applicable specialty pays in the regular rate of overtime pay for all employees who are not exempt from the FLSA. On [REDACTED], 2019 the Court approved the parties' Settlement.

**What are the terms of the settlement?** The City has agreed to pay FLSA overtime back pay under the settlement, both to the Plaintiffs in the action and eligible current and former employees who have not joined the action. Your settlement amount is based upon your share of the approximately \$572,726 the City agreed to pay in damages, calculated based upon your FLSA overtime hours worked, and the amounts of contributions for health care benefits and/or cash-in-lieu of health care benefits payments and specialty pays you received, and amounts already paid or credited for your FLSA overtime hours worked. As part of the Settlement, the City also agreed to pay attorney fees and costs for the Plaintiffs in the amount of \$125,000. By accepting this payment, you are not becoming a Plaintiff in the litigation nor are you represented by Plaintiffs' Counsel.

**What are your options?** You have two options.

**First**, you can claim your settlement payment by timely executing the below release of FLSA claims and returning it as indicated. By doing so, you release the City, and its agents, successors, and assigns, from all federal, state, or other legal claims that the City failed to pay overtime at the correct rate based upon its provision of cash in lieu of health care benefits and/or amounts of contributions for health care benefits. You are encouraged to do so.

**Second**, you can do nothing. If you do nothing, or fail to timely submit a completed claim form, you will not receive any money under the settlement and you will not have released any claim you may have that the City failed to pay FLSA overtime at the correct rate.

**How much is your settlement payment?** The amount to which you are entitled pursuant to the Settlement is \$<< >> and will be reported as unpaid wages on a W-2 or if the amount represents liquidated damages, will be reported on a 1099.

**How much time do I have to respond to this notice?** To receive this settlement payment amount you must submit this “Notice of Collective Action Settlement: Claim Form & Release” within thirty (30) days of the postmark of this notice, no later than \_\_\_\_\_, 2019. Original signed claim forms must be submitted to the City of Santa Clara in person or by mail to the address below:

Santa Clara FLSA Settlement  
Attention: Finance Department/Payroll  
City of Santa Clara  
1500 Warburton Ave  
Santa Clara, CA 95050

**When will you get your settlement payment?** If you timely submitted a claim form, your payment will be mailed to you at the address provided below no later than 30 calendar days after the City’s receipt of this claim form.

**Settlement and release of claims:** I have reviewed the Notice of Class Action Settlement. In exchange for my settlement payment, I agree to the releases of legal claims against the City set forth in the Settlement Agreement.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print or type full name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone number: (\_\_\_\_\_) \_\_\_\_\_

Last Four Digits of Social Security Number: \_\_\_\_\_

**EXHIBIT F**

**NOTICE OF COLLECTIVE ACTION SETTLEMENT:**

**CLAIM FORM & RELEASE TO PUTATIVE PLAINTIFFS EMPLOYED BY THE CITY OF SANTA CLARA IN CLASSIFICATIONS OTHER THAN FIREFIGHTER I, FIREFIGHTER II, FIRE DRIVER/ENGINEER, FIRE CAPTAIN, FIRE CAPTAIN – TRAINING, DEPUTY FIRE MARSHALL I OR DEPUTY FIRE MARSHALL II**

*CHRISTOPHER GAFFNEY, ET AL. v. CITY OF SANTA CLARA*  
Case No. 3:18-cv-06500-JST

U.S. District Court for the Northern District of California

If you were employed with the City of Santa Clara since May 2014 in a classification *other than* Firefighter I, Firefighter II, Fire Driver/Engineer, Fire Captain, Fire Captain – Training, Deputy Fire Marshall I or Deputy Fire Marshall II, and worked Fair Labor Standards Act overtime this notice describes your rights and potential benefits from a collective action settlement. It is important that you read this notice carefully.

**Why did I get this notice?** You received this notice because a proposed settlement has been reached in a collective action Fair Labor Standards Act (FLSA) lawsuit filed against the City of Santa Clara entitled *CHRISTOPHER GAFFNEY, ET AL. v. CITY OF SANTA CLARA* Case No. 3:18-cv-06500-JST (Settlement). You have rights that will be impacted by the settlement of these lawsuits, and you may be entitled to compensation as a result of this Settlement. However, to obtain any compensation, you must take action as described below.

**What are these lawsuits about?** The Plaintiffs brought this lawsuit alleging that, as required by the decision of *Flores v. City of San Gabriel*, 824 F.3d 890 (9th Cir. 2016), the City failed to include City provided contributions towards health insurance benefits, payments of cash in lieu of health insurance benefits and certain specialty pays in the calculation of the FLSA regular rate of pay for purposes of calculating overtime compensation for employees who are not exempt from the overtime requirements of the FLSA. The lawsuit complaint alleges the City has violated the FLSA by failing to pay Plaintiffs the full amount due for all overtime hours worked. Plaintiffs allege they are entitled to recover unpaid overtime for the past three years (plus any applicable tolling period), plus liquidated damages in an equal amount, and attorney fees and costs. The City disputes this claim, but has agreed to settle the lawsuit in order to avoid the burden, expense, inconvenience, and uncertainty of continued litigation. Beginning with the paycheck on August 26, 2018, the City began including cash-in-lieu of health care benefits payments and contributions toward health insurance benefits and applicable specialty pays in the regular rate of overtime pay for all employees who are not exempt from the FLSA. On [REDACTED], 2019 the Court approved the parties' Settlement.

**What are the terms of the settlement?** The City has agreed to pay FLSA overtime back pay under the settlement, both to the Plaintiffs in the action and eligible current and former employees who have not joined the action. Your settlement amount will be calculated expeditiously following execution of the settlement agreement based upon your FLSA overtime hours worked, and the amounts of contributions for health care benefits and/or cash-in-lieu of health care benefits payments and specialty pays you received, and amounts already paid or credited for your FLSA overtime hours worked. As part of the Settlement, the City also agreed to pay attorney fees and costs for the Plaintiffs in the amount of \$125,000. By accepting this payment, you are not becoming a Plaintiff in the litigation nor are you represented by Plaintiffs' Counsel.

**What are your options?** You have two options.

**First**, you can claim your settlement payment by timely executing the below release of FLSA claims and returning it as indicated. By doing so, you release the City, and its agents, successors, and assigns, from all federal, state, or other legal claims that the City failed to pay overtime at the correct rate based upon its provision of cash in lieu of health care benefits and/or amounts of contributions for health care benefits . You are encouraged to do so.

**Second**, you can do nothing. If you do nothing, or fail to timely submit a completed claim form, you will not receive any money under the settlement and you will not have released any claim you may have that the City failed to pay FLSA overtime at the correct rate.

**How much is your settlement payment?** The City is in the process of calculating the amount to which you are entitled pursuant to the Settlement. Once calculated, this amount will be paid to you and reported as unpaid wages on a W-2.

**How much time do I have to respond to this notice?** To receive this settlement payment amount you must submit this “Notice of Collective Action Settlement: Claim Form & Release” within thirty (30) days of the postmark of this notice, no later than [redacted], 2019. Original signed claim forms must be submitted to the City of Santa Clara in person or by mail to the address below:

Santa Clara FLSA Settlement  
Attention: Finance Department/Payroll  
City of Santa Clara  
1500 Warburton Ave  
Santa Clara, CA 95050

**When will you get your settlement payment?** If you timely submitted a claim form, your payment will be mailed to you at the address provided below no later than 30 calendar days after the City’s receipt of this claim form.

**Settlement and release of claims:** I have reviewed the Notice of Class Action Settlement. In exchange for my settlement payment, I agree to the releases of legal claims against the City set forth in the Settlement Agreement.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print or type full name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone number: (\_\_\_\_\_) \_\_\_\_\_

Last Four Digits of Social Security Number: \_\_\_\_\_



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 Attorney for Plaintiffs

9 IN THE UNITED STATES DISTRICT COURT  
 10 NORTHERN DISTRICT OF CALIFORNIA

11 CHRISTOPHER GAFFNEY, on  
 12 behalf of herself and all similarly  
 13 situated individuals,  
 14 Plaintiffs,  
 15 v.  
 16 CITY OF SANTA CLARA,  
 17 Defendant

Case No. 3:18-cv-6500-JST

**DECLARATION OF DIETER C.  
 DAMMEIER IN SUPPORT OF  
 STIPULATION FOR APPROVAL  
 OF SETTLEMENT AGREEMENT  
 AND DISMISSAL WITH  
 PREJUDICE**

18 DIETER C. DAMMEIER, declare as follows:

19 1. I am an attorney at law duly licensed to practice in the State of  
 20 California, and am specifically admitted to practice before the Northern District of  
 21 California. I am the attorney of record for Plaintiffs Christopher Gaffney, et al.  
 22 (“Plaintiffs”). If called upon to testify, I could and would competently testify to the  
 23 following facts from my own personal knowledge.

24 2. I have over twenty years of experience litigating employment law  
 25 matters at every level of our State and Federal Courts, including arguing before the  
 26 California and United States Supreme Courts. Over the course of my career, I have  
 27 litigated and settled numerous lawsuits alleging violations of the Fair Labor  
 28

1 Standards Act (“FLSA”). As a Managing Partner in a twenty-one attorney firm  
2 focused on employment law matters in the public sector, I also oversaw and  
3 supervised such cases for approximately ten years.

4 3. I instigated and filed the underlying case of *Flores v. City of San*  
5 *Gabriel*, resulting in the 9th Circuit decision that propelled numerous cases involving  
6 the accuracy of overtime rates under the FLSA, such as the instant case.

7 4. On October 24, 2019 I filed this Action with the named Plaintiffs  
8 alleging Defendant City of Santa Clara (“Defendant” or “City”) failed to include all  
9 statutorily required forms of compensation in the “regular rate” used to calculate  
10 overtime compensation.

11 5. The City provided relevant information to evaluate the strengths and  
12 weaknesses of Plaintiffs’ claims and the City’s defenses, including the payroll  
13 information for the period in question. Counsel for the parties began settlement  
14 discussions, which included the informal sharing of payroll formulas and data for the  
15 named Plaintiffs.

16 6. Throughout this litigation, I worked with Plaintiffs to investigate the  
17 claims, defenses, and potential damages, obtain payroll data, and inform the litigation  
18 strategy. The parties worked diligently to exchange information to assess the  
19 potential value of the claims of both the named Plaintiffs and the putative plaintiffs.

20 7. After some groundwork communications with Defendant’s counsel and  
21 an in person mediation day the parties came to a tentative agreement on March 24,  
22 2019. Following the conceptual agreement, counsel for the parties finalized drafting  
23 a written settlement agreement (“Agreement”). Once finalized, counsel for the parties  
24 consulted with their respective clients and obtained approval from all parties to the  
25 Agreement. The Plaintiffs have executed the Agreement and it has been approved by  
26 the City’s elected City Council.

27 8. I am intimately familiar with the terms of the parties’ Agreement. I  
28

1 agree with the terms of the Agreement. In my experience, the terms of the Agreement  
2 are fair and reasonable, and the settlement amount is within the range that Plaintiffs  
3 would expect to recover if this matter were to proceed to trial.

4 9. Specifically, under the Agreement, the City will pay a sum that equals  
5 approximately four years and four months (May 18, 2014 to August 25, 2018) of  
6 unpaid overtime compensation. In sum, the named Plaintiffs will receive what they  
7 would have received had the City paid the correct FLSA overtime rate since May 18,  
8 2014. In addition, Plaintiffs will be paid an equal amount in liquidated damages plus  
9 a \$5,000 service fee.<sup>1</sup>

10 10. The settlement amount Plaintiffs are receiving is more than the amount  
11 they would likely receive at trial. This is in part because Defendant is paying 100%  
12 of liquidated damages. In addition, there is a viable argument that the tolling  
13 agreement that is being used to extend the back pay period to four years and four  
14 months (instead of 2 or 3 years under FLSA) may not apply to the named Plaintiffs.  
15 These factors along with the inherent risk of litigation make this deal for Plaintiffs a  
16 no brainer.

17 11. The Agreement also provides Putative Plaintiffs (every other non-  
18 exempt City employee receiving cash in lieu of health benefits and/or contributions  
19 to health premiums during the relevant time period) back pay, including the benefit  
20 of the filing date of the litigation and tolling agreement (which by its terms only  
21 applied to firefighter personnel). The Agreement does not impact the rights or claims  
22 of these absent individuals as they are free to opt in to receive the settlement  
23 payment or not opt in and pursue separate remedies.

24 12. The Putative Plaintiffs are broken into two groups, those who already

25 \_\_\_\_\_  
26 <sup>1</sup> The “practice of awarding an extra amount to named plaintiffs ... is ... increasingly recognized  
27 as appropriate for named plaintiffs under the FLSA.” Xiao Ling Chen v. XpressSpa at Terminal 4  
28 JFK LLC, No. 15 CV 1347, 2018 WL 1633027, at \*4 (E.D.N.Y. Mar. 30, See also Weston v.  
TechSol, LLC (E.D.N.Y., Sept. 26, 2018, No. 17 CV 0141 (CLP)) 2018 WL 4693527, at \*5

1 signed a release with the City or were offered the opportunity to sign a release but  
2 chose not to in the case of one individual (firefighter personnel) and those who were  
3 not offered an opportunity to sign a release (all other City employees). For the  
4 firefighter personnel who signed releases already and were paid, the City will now  
5 pay an additional 10% in liquidated damages (or, for the one firefighter Putative  
6 Plaintiff that was offered but did not sign a release, the amounts they would have been  
7 paid in exchange for the release plus an additional 10% in liquidated damages). In  
8 sum, they will get the same as the named Plaintiffs (back pay for the four years, four  
9 months) but will only get 10% in liquidated damages instead of 100%. This  
10 difference is in light of the fact that they already signed releases, were paid and have  
11 not sought (or likely expected) to receive anything additional. If the City prevails on  
12 the argument over validity of the signed releases, these Putative Plaintiffs would  
13 receive nothing in this case. These factors along with the inherent risk of litigation  
14 make this extra 10% to those who already reached a settlement a fair deal.

15 13. The second group of Putative Plaintiffs are the rest of the City  
16 employees. The Agreement also calls for these remaining City employees to be paid  
17 in the same fashion as the named Plaintiffs and Firefighter Putative Plaintiffs except  
18 these employees and former employees will not receive any liquidated damages.  
19 Instead of paying liquidated damages, the City has agreed to go back to the same date  
20 (May 18, 2014) even though there is no applicable tolling agreement for these  
21 employees. Notably, this recovery period to Putative Plaintiffs who opt in greatly  
22 exceeds the period they could recover by bringing their own action since the City has  
23 corrected the violation and filing a new case would only require the City to pay back  
24 three years from filing of a new case instead of going back five years from now, as  
25 the City has agreed to do. This is a favorable result that further warranted settlement  
26 of this case.

27 14. Of critical import is the Putative Plaintiffs are not bound by the  
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1 Agreement, as they have not opted into this case. They are free to take the benefits  
2 of the Agreement, and be bound, or seek their own remedies. Given these factors,  
3 the settlement for the Putative Plaintiffs is fair and reasonable.

4 15. Based on my experience in FLSA litigation, the settlement provides a  
5 fair recovery in light of the risk to Plaintiffs. In my opinion, Plaintiff's claims are  
6 meritorious. However, I know the outcome of a trial, or any appeals that would  
7 inevitably follow, is inherently uncertain. Although *Flores* is now a final decision,  
8 bona fide disagreements exist over the proper method of calculating the damages.  
9 For example, disputes exist as to whether the tolling agreement is applicable to the  
10 named Plaintiffs and if prior releases are enforceable, which if Defendant prevailed  
11 on in the litigation, some Plaintiffs and many Putative Plaintiffs would receive  
12 nothing at all. There are also disputes regarding whether Defendant acted in good  
13 faith when it excluded cash in lieu of and contributions towards health benefits, and  
14 whether it willfully violated the FLSA. Accordingly, it is uncertain whether the  
15 Plaintiffs would be able to obtain a judgment that includes damages based on a three  
16 (3) year statute of limitations with liquidated damages.

17 16. These risks must be considered in assessing the fairness of the  
18 settlement, which guarantees against a result that could leave Plaintiffs and Putative  
19 Plaintiffs with a lesser recovery and maybe even with no recovery. In my opinion the  
20 settlement is fair and adequate as to both Plaintiffs and Putative Plaintiffs, and in the  
21 best interests of the Plaintiffs. This settlement was reached through good faith  
22 negotiations. Defendant has raised several defenses that could significantly reduce  
23 any recovery. I believe this settlement to be a good result and consistent with the  
24 public interest in settling litigation. Because the settlement provides substantial relief,  
25 without the attendant risks of continued litigation, I believe it warrants this Court's  
26 approval.

27 17. Filed concurrently with this Declaration is the Stipulation and Request  
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1 for Approval of Settlement Agreement.

2 18. The Settlement Agreement calls for \$125,000 in attorney fees and costs.  
3 Costs amount to approximately \$1,300, leaving the remaining amount of \$123,700  
4 for attorney fees. I believe the fees agreed to herein are fair and reasonable. From a  
5 common fund perspective, the fees amount equals 17.68% of the total settlement  
6 which is well below the standard 25% determined by the Ninth Circuit as a reasonable  
7 fee. (*Six (6) Mexican Workers v. Ariz. Citrus Growers*, 904 F.2d 1301, 1311 (9th  
8 Cir.1990).) In the Central District a fee award of 30% or more of the total recovery  
9 has been consistently approved. (*Brown v. CVS Pharmacy, Inc.* (C.D. Cal., Apr. 24,  
10 2017, No. CV15-7631 PSG (PJWX)) 2017 WL 3494297 (approving a \$900,000.00  
11 fee award from a \$3 million wage and hour settlement); *Fernandez v. Victoria Secret*  
12 *Stores, LLC*, No. CV 06-4149 MMM (SH), 2008 WL 8150856 (C.D. Cal. July 21,  
13 2008) (awarding 34% of the common fund in attorneys' fees in a wage and hour class  
14 action settlement); *Hightower v. JPMorgan Chase Bank, N.A.* (C.D. Cal., Aug. 4,  
15 2015, No. CV111802PSGPLAX) 2015 WL 9664959 (C.D. Cal. 2015) (approving  
16 attorneys' fees of 30% of the settlement fund).) The Eastern District has noted that  
17 “nearly all common fund awards range around 30%,” 5% more than the percentage  
18 of the fees in this settlement. (*Knight v. Red Door Salons, Inc.*, No. 08-1520 SC,  
19 2009 WL 248367, at \*17 (N.D. Cal. Feb. 2, 2009). The retainer agreements entered  
20 into by the Plaintiffs call for a 20% contingency fee. In light of the City agreeing to  
21 pay fees in the cases and in an effort to foster the settlement, I agreed to eliminate  
22 any additional recovery from the Plaintiffs, thus Plaintiffs’ recovery will not be  
23 reduced in any manner to pay attorney fees or costs.

24 19. I have consulted with my client about the foregoing. Plaintiffs have  
25 voluntarily agreed to accept the terms of the Agreement, as reflected by their  
26 individual signatures to the Agreement.

27 I declare under penalty of perjury under the laws of the United States that the  
28

1 foregoing is true and correct.

2 Dated this 17<sup>th</sup> day of May, 2019 in Rancho Cucamonga, California.

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DIETER C. DAMMEIER

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UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

CHRISTOPHER GAFFNEY, et al.,  
Plaintiffs,  
vs.  
CITY OF SANTA CLARA,  
Defendant

Case No.: 3:18-cv-06500-JST

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

**[PROPOSED] ORDER**

The Court has carefully reviewed the Stipulation of the Parties, the Settlement Agreement attached as Exhibit 1 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 and the Parties shall perform the Settlement Agreement in accordance with its terms;
2. The Court reserves jurisdiction over this Action for the purpose of enforcing the Settlement Agreement;
3. The Court has made no findings or determination regarding the law, and this Stipulation and Order, the Settlement Agreement, and any of the other

**[PROPOSED] ORDER**



1 documents or written materials prepared in conjunction with this Stipulation and  
2 Order shall not constitute evidence of, or any admission of, any violation of the law.

3 4. The above captioned Action is hereby dismissed with prejudice. The clerk  
4 shall close out this case

5  
6 **IT IS SO ORDERED.**

7 Dated: \_\_\_\_\_

8 \_\_\_\_\_  
9 JON S. TIGAR  
United States District Court Judge

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[PROPOSED] ORDER