

1 Edward L. Kreisberg (SBN: 179528)  
eddie@meyersnave.com  
2 MEYERS, NAVE, RIBACK, SILVER & WILSON  
555 12<sup>th</sup> Street, Suite 1500  
3 Oakland, California 94607  
Telephone: (510) 808-2000  
4 Facsimile: (510) 444-1108

5 Attorneys for Defendant  
CITY OF SANTA CLARA  
6

7 Dieter C. Dammeier (SBN 188759)  
DammeierLaw@gmail.com  
8 DAMMEIER LAW FIRM  
9431 Haven Avenue, Suite 232  
9 Rancho Cucamonga, CA 91730  
Telephone: (909) 240-9525

10 Attorneys for Plaintiffs  
11  
12

13 **UNITED STATES DISTRICT COURT**  
14 **NORTHERN DISTRICT OF CALIFORNIA, OAKLAND DIVISION**  
15

16 CHRISTOPHER GAFFNEY, ANDRE  
JEROME SOTO, JOHN C. O’LEARY,  
17 GUIDO QUARTAROLI and JEFF  
PROVANCHER, on behalf of themselves and  
18 all similarly situated individuals,

19 Plaintiffs,

20 v.

21 CITY OF SANTA CLARA,

22 Defendant.  
23  
24  
25

Case No. 4:18-cv-06500-JST

**NOTICE OF MOTION AND JOINT  
MOTION TO APPROVE FLSA  
SETTLEMENT**

Filed Concurrently with DECLARATION OF  
DIETER DAMMEIER IN SUPPORT OF  
MOTION; DECLARATION OF EDWARD L.  
KREISBERG IN SUPPORT OF MOTION;  
AND [PROPOSED] ORDER FOR  
APPROVAL OF FLSA SETTLEMENT  
AGREEMENT AND DISMISSAL WITH  
PREJUDICE

Date: December 12, 2019  
Time: 2:00 p.m.  
Place: Courtroom 6

Trial Date: None Set

26  
27  
28

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

**TABLE OF CONTENTS**

**Page**

- I. BACKGROUND.....2
  - A. The Parties and Claims.....2
  - B. Procedural History.....3
  - C. Overview of Settlement Agreement .....6
    - 1. Named Plaintiffs.....7
    - 2. Putative Plaintiffs with Prior Releases .....8
    - 3. Putative Plaintiffs without Prior Releases .....9
    - 4. Fire Academy Trainees Unpaid Overtime .....10
- II. REQUEST FOR APPROVAL OF SETTLEMENT .....11
  - A. The Court has Authority to Review and Approve FLSA Settlements .....11
  - B. Standard of Review .....12
  - C. There do Exist Bona Fide Disputes Warranting Compromise .....12
  - D. The Attorney Fees and Costs in the Settlement are Reasonable .....13
    - 1. The Court has Discretion to Choose Method .....13
    - 2. The Parties Seek the Common Fund Approach .....14
    - 3. Common Fund Approach .....15
    - 4. Lodestar Method .....15
  - E. CONCLUSION .....17

**TABLE OF AUTHORITIES**

		<b>Page(s)</b>
1		
2		
3	<b>Cases</b>	
4	<i>Barrentine v. Arkansas-Best Freight System, Inc.</i> ,	
5	450 U.S. 728 (1981) .....	11, 12
6	<i>Bellinghausen v. Tractor Supply Co.</i> ,	
7	306 F.R.D. 245 (N.D. Cal. 2015) .....	16
8	<i>In re Bluetooth Headset Prods. Liab. Litig.</i> ,	
9	654 F.3d 935 (9th Cir. 2011).....	14
10	<i>Dunn v. Teachers Ins. &amp; Annuity Ass’n of Am.</i> ,	
11	No. 13-CV-05456-HSG, 2016 WL 153266 (N.D. Cal. Jan. 13, 2016).....	12
12	<i>Dyer v. Wells Fargo Bank, N.A.</i> ,	
13	303 F.R.D. 326 (N.D. Cal. 2014) .....	7, 8
14	<i>Flores v. City of San Gabriel</i> ,	
15	824 F.3d 890 (9th Cir. 2016).....	2, 3
16	<i>Genesis Healthcare Corp. v. Symczyk</i> ,	
17	569 U.S. 66 (2013) .....	11, 12
18	<i>Haworth v. Nevada</i> ,	
19	56 F.3d 1048 (9th Cir. 1995).....	13
20	<i>Hoffman-La Roche Inc. v. Sperling</i> ,	
21	493 U.S. 165 (1989) .....	11
22	<i>K.H. v. Secretary of Department of Homeland Security</i> ,	
23	No. 15-CV-02740-JST, 2018 WL 3585142 (N.D. Cal., July 26, 2018) .....	15
24	<i>Lynn’s Food Stores, Inc. v. United States</i> ,	
25	679 F.2d 1350 (11th Cir. 1982).....	12
26	<i>Nen Thio v. Genji, LLC</i> ,	
27	14 F. Supp. 3d 1324 (N.D. Cal. 2014) .....	12
28	<i>Otey v. CrowdFlower, Inc.</i> ,	
	No. 12-CV-05524-JST, 2014 WL 12643008 (N.D. Cal. Dec. 26, 2014).....	12, 14
	<i>Otey v. CrowdFlower, Inc.</i> ,	
	No. 12-CV-05524-JST, 2014 WL 1477630 (N.D. Cal., Apr. 15, 2014).....	14
	<i>Rodriguez v. West Publishing Corp.</i> ,	
	563 F.3d 948 (9th Cir. 2009).....	7

1 *Savoie v. Merchants Bank,*  
 2 166 F.3d 456 (2nd Cir. 1999)..... 14

3 *Seminiano v. Xyris Enter., Inc.,*  
 4 602 F. App’x 682, 683 (9th Cir. 2015)..... 12

5 *Six (6) Mexican Workers v. Ariz. Citrus Growers,*  
 6 904 F.2d 1301 (9th Cir.1990)..... 15

7 *Slezak v. City of Palo Alto,*  
 8 No. 16-CV-03224-LHK, 2017 WL 2688224 (N.D. Cal. June 22, 2017)..... 12

9 *Vizcaino v. Microsoft Corp.,*  
 10 290 F. 3d 1043 (9th Cir. 2002)..... 13

11 *Wren v. RGIS Inventory Specialists,*  
 12 2011 WL 1230826 (N.D. Cal. Apr. 1, 2011) ..... 16

13 **Statutes**

14 29 U.S.C. § 216(b) ..... 11, 12, 13

15 Fair Labor Standards Act ..... 2

16 FLSA ..... *passim*

17 **Other Authorities**

18 29 C.F.R. §§ 201-202 ..... 7

19 Department of Labor. ECF No. 1 ..... 4

20 Fed. R. Civ. P. 23(e)(2) ..... 11

21

22

23

24

25

26

27

28

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

**NOTICE OF MOTION AND MOTION**

PLEASE TAKE NOTICE that on December 12, 2019 at 2:00 p.m., or soon thereafter as the matter may be heard in Courtroom 6, of the United States District Court for the Northern District of California, located at 1301 Clay Street, Oakland, California, Counsel for the Parties, on behalf of Plaintiffs CHRISTOPHER GAFFNEY, ANDRE JEROME SOTO, JOHN C. O’LEARY, GUIDO QUARTAROLI and JEFF PROVANCHER (“PLAINTIFFS”), and Defendant CITY OF SANTA CLARA will and hereby do move the Court for an order granting final approval of Settlement Agreement.

As discussed in the accompanying Memorandum of Points and Authorities, the parties have reached an agreement which has been approved by all five Plaintiffs. The parties and counsel thus respectfully request that the Court grant the Joint Motion and approve the settlement.

This joint motion is based on this Notice, the Memorandum of Points and Authorities submitted herewith, the declarations and exhibits attached hereto, the pleadings, records, and files in this action, and such other written or oral argument as may be presented at or before the time this motion is taken under submission by the Court.

**MEMORANDUM OF POINTS AND AUTHORITIES****I. BACKGROUND****A. The Parties and Claims**

Plaintiffs, current or retired City employees, filed a civil complaint (FLSA Collective Action) on October 24, 2018 against Defendant, City of Santa Clara (“Defendant” or “City”), alleging violations of the Fair Labor Standards Act (“FLSA”) seeking unpaid wages, liquidated damages, and attorneys’ fees and costs based on allegations that the City knowingly failed to compute properly Plaintiffs’ regular rate of pay, and thus underpaid Plaintiffs in their overtime rate.

The instant action focuses on alleged violations of the mandates of *Flores v. City of San Gabriel*, 824 F.3d 890 (9th Cir. 2016). In *Flores*, the Ninth Circuit reached the following conclusions: (1) cash-in-lieu of health care benefits must be included in the FLSA “regular rate of pay” (*Flores*, 824 F.3d at 901); and (2) if the cash-in-lieu payments are not only an “incidental” portion of the total amounts contributed by the employer under a flexible benefits plan, the entire amount of the employer’s health contributions to a flexible benefits plan on behalf of an employee must be included in the regular rate of pay. *Id.* at 903. Plaintiffs allege that Defendant maintained a City-wide payroll practice of excluding all cash payments made to City employees in lieu of health benefits, and the City’s contributions to employees’ medical premiums, from the “regular rate” of pay when calculating FLSA overtime compensation, violating the mandates of *Flores*. Plaintiffs also allege that Defendant improperly failed to include certain other types of specialty and premium pays in the regular rate.

During the course of the litigation and settlement discussions, it was discovered that a subset of potential opt in plaintiffs also had FLSA claims regarding certain unpaid overtime hours and other hours not paid consistent with the FLSA’s requirements while working as Fire Recruits during their fire academy training in 2014, 2015 or 2016. Given the timing, and for the sake of efficiency and a comprehensive FLSA settlement, the parties included the settlement of these claims in the proposed Settlement Agreement.

1           **B.       Procedural History**

2           On July 17, 2017, a year after the Ninth Circuit decision in *Flores*, the City entered into a  
3 tolling agreement with the City’s Firefighter Union with regard to any FLSA action disputing the  
4 City’s failure to include the *Flores* mandated cash in lieu or medical contributions, as well as other  
5 specialty pays, in the FLSA overtime rate. ECF No. 1 (Complaint) ¶¶ 14-15. See also Exhibit A  
6 to Kreisberg Declaration. The tolling agreement was executed to allow the City and the Fire  
7 Union, aided by its outside FLSA attorney and forensic consultant, the opportunity to reach a  
8 settlement with employees represented by the Fire Union and pay them the FLSA amounts  
9 allegedly owed for the time period covered by the tolling agreement. Kreisberg Decl. ¶¶ 3-4. The  
10 initial tolling agreement expired October 5, 2017 but was extended several times, ultimately  
11 expiring August 5, 2018. ECF No. 1 (Complaint) ¶¶ 14-15.

12           During the tolling period, the City worked with the Fire Union and its outside FLSA  
13 attorney, Carol Koenig of Wylie, McBride, Platten & Renner toward a settlement of all pending  
14 FLSA claims, applicable to the firefighter personnel. Kreisberg Decl. ¶¶ 4-8. The City and Fire  
15 Union through its attorney and forensic consultant calculated and verified the amounts allegedly  
16 owed. *Id.* The Santa Clara City Attorney and Fire Union’s FLSA attorney then negotiated  
17 settlement agreements and releases which were offered to the 155 employees and former  
18 employees represented by the Fire Union that had worked for the City between May 2014 and  
19 August 2018. Kreisberg Decl. ¶¶ 4-8 and example of “Settlement Agreement and Release of  
20 Claims” attached as Exhibit B to Kreisberg’s Declaration.) August 25, 2018 was the ending date  
21 for the FLSA amounts calculated and offered as settlement because the City had by then updated  
22 its payroll system to include in the FLSA regular rate the type of pays in dispute (and at issue in  
23 this lawsuit). *Id.*

24           The assumptions, methodology and calculations for the FLSA amounts offered in  
25 settlement and for releases were all reviewed and confirmed as accurate by the Fire Union’s  
26  
27  
28

1 attorney and forensic consultant.<sup>1</sup> *Id.* Thereafter, two out of the five named Plaintiffs in this  
 2 lawsuit (Jerome Soto and Jeff Provancher), and 149 out of the other 150 employees represented by  
 3 the Fire Union during the applicable time period, signed releases developed jointly by the City and  
 4 Fire Union's attorney. *Id.* In exchange for the comprehensive waivers and releases, the City paid  
 5 these 151 employees and former employees approximately \$1.73 million. *Id.*

6 The \$1.73 million paid exceeded the amount actually required under the FLSA (excluding  
 7 liquidated damages) for the applicable time period for several reasons. Kreisberg Decl. ¶ 5. First,  
 8 the payments included the highest FLSA regular rate applicable to each employee during each  
 9 calendar year rather than the actual FLSA regular rate applicable to each FLSA work period or  
 10 workweek. *Id.* Second, for the 40-hour per week employees, the City paid the FLSA regular rate  
 11 on all hours considered overtime at the City (e.g. all hours worked outside the regular schedule),  
 12 rather than solely on actual hours worked in excess of 40 in a week (i.e. FLSA overtime hours).  
 13 *Id.* Finally, as part of the settlement, the City also paid the FLSA regular rate for all compensatory  
 14 time off cashed out during the applicable time period, even though much of the compensatory time  
 15 off earned and later cashed out was compensatory time off earned for hours that did not qualify as  
 16 FLSA overtime hours. *Id.*

17 The releases signed by the Fire Union employees were not approved by the Court or  
 18 Department of Labor. ECF No. 1 ¶ 28. The releases did include the following language intended  
 19 to ensure the settlement and waivers and release were binding, including a waiver of the right to  
 20 have the settlement agreement reviewed by the Department of Labor:

21           Whereas, the City has cooperated with Employee in providing  
 22           Employee all documentation employee has requested or Employee  
 23           deems necessary to a consideration of this Agreement; and

24           . . .

25           3. In consideration for the benefits described in paragraphs 1  
 26           and 2 above and paragraph 7 below, Employee waives any right or  
 27           claim of right to additional overtime payments, liquidated damages  
 28           or other damages or expenses of any kind, including attorneys fees,

---

<sup>1</sup> The City also paid the cost of both the Fire Union's forensic consultant and the Fire Union's attorney's \$42,565 of time billed to this matter. Kreisberg Decl. ¶ 7.



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

resulting from the alleged failure by City to include mandated amounts in the calculation of the “regular rate of pay” for the First and Second Compensation Periods that s/he might possibly have against City, whether s/he is aware of it or not. Employee, individually and on behalf of his/her representatives, successors and assigns does hereby completely release and forever discharge City, its current and former Council members, employees, agents, officers and attorneys from all claims, rights, demands, actions, obligations and causes of action, known or unknown, which Employee may not have, or has ever had, against them arising from or in any way connected with the City’s alleged failure to include mandated amounts in the calculation of the “regular rate of pay” for the first and Second Compensation Periods. . . .

. . .

6. . . . Employee promises never to file or cause to be filed a lawsuit or grievance to assert any Released Claims. . . .

. . .

8. Employee acknowledges that the Law Firm of Wylie, McBride, Platten & Renner has reviewed the terms of this Agreement and that City has agreed to reimburse the employees who will receive payment for the First Compensation Period under the terms of this/these Agreement(s) for their attorneys’ fees for Employee’s claim incurred through September 2018, unless such fees and costs are incurred due to the City’s failure to fully comply with the terms of this Agreement. The Employee and the City both agree that the City shall pay such fees directly to Wylie, McBride, Platten & Renner for all work performed in relation to this Settlement Agreement. Fees and costs to be reimbursed shall not exceed \$60,000 unless such fees and costs are incurred due to the City’s failure to fully comply with this Agreement.

9. Employee further acknowledges his or her right to have this Agreement supervised and approved by the Secretary of the Department of Labor, pursuant to 29 U.S.C. § 216(c). Employee, after having received advice from his/her recognized employee organization and/or legal counsel, declines to have this Agreement reviewed or approved pursuant to 29 U.S.C. § 216(c).

10. Both parties acknowledge that they have had the opportunity to be represented by representatives of their choice with respect to the matters which are the subject of this Agreement, that their representatives have discussed this Agreement with them and have fully advised them with respect to the rights and obligations they waive and assume by executing this Agreement, that they voluntarily enter into this Agreement and that said representatives are hereby authorized and directed to take such actions as may be necessary or appropriate to complete this settlement.

Kreisberg Decl. ¶ 8 and Exhibit B to Kreisberg Declaration.

Plaintiffs filed the instant action on October 24, 2018 alleging Defendant failed to include

1 the above-mentioned remuneration in their “regular rate” of pay, thereby resulting in the  
 2 systematic underpayment of overtime compensation. See ECF No. 1. On January 2, 2019,  
 3 Defendant filed their Answer. ECF No. 12. On March 14, 2019 Plaintiffs filed a Motion to  
 4 Conditionally Certify an FLSA Collective Action and Facilitate Notice City wide (ECF No. 25)  
 5 and a Motion to Invalidate Prior Releases. ECF No. 24. While these motions were pending before  
 6 the Court, the parties reach a settlement. A Joint Stipulation for Approval of Settlement was  
 7 submitted to the Court on May 17, 2019. ECF No. 32. On May 20, 2019, the Court informed the  
 8 parties that such request must be filed by way of noticed motion. ECF No. 33. Accordingly, the  
 9 parties submit this joint motion seeking approval of the settlement reached in this matter.

### 10 C. Overview of Settlement Agreement

11 Under the terms of the Settlement, Defendant agrees to pay a maximum amount of  
 12 \$2,713,940.26 (“Total Settlement Amount”). See Exhibit A to the Settlement Agreement ¶ 1.A.  
 13 The Settlement allocates that amount as follows: (1) \$111,034.35 for the named Plaintiffs, *Id.* at  
 14 ¶ 1.B.; (2) \$515,867.08 for the Putative Plaintiffs with signed prior releases (and the one Putative  
 15 Plaintiff that was offered the same settlement terms and release), *Id.* at 1.C.; (3) \$1,937,038.83 for  
 16 the remaining Putative Plaintiffs (all other City employees, none of whom were covered by a  
 17 tolling agreement or had the option to sign prior releases), *Id.* at 1.D. and E.; and (4) \$150,000 for  
 18 Plaintiffs’ counsel’s attorneys’ fees and costs, *Id.* at 1.F. In exchange the Plaintiffs will agree to  
 19 the following release in the Settlement Agreement:

20 **Release of all claims.** PLAINTIFFS accept this settlement, and understand that  
 21 PLAINTIFFS’ acceptance of this settlement constitutes a full and complete  
 22 settlement of all claims relating to the ACTION against the CITY under the FLSA  
 23 and/or the MOU (in regard to overtime pay only) that may exist or have existed as  
 24 of and including the Effective Date of this Agreement, but which are limited to  
 claims made in this lawsuit for unpaid overtime, liquidated damages and attorneys’  
 fees. Plaintiffs reserve the right to pursue any FLSA or MOU (in regard to  
 overtime pay only) claims that they might have for events occurring that were not  
 raised in the ACTION.

25 All Parties to this settlement understand that this Release extends only to all  
 26 grievances, disputes or claims of every nature and kind, known or unknown,  
 27 suspected or unsuspected, arising from or attributable to PLAINTIFFS’ claims  
 28 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 not

1 claimed in the ACTION or to any conduct or activity which occurs after the  
 2 Effective Date of this Agreement. The Parties understand that this is a compromise  
 3 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.

4 The further breakdown of relief provided by the Settlement is as follows:

5 **1. Named Plaintiffs**

6 Pursuant to the Settlement Agreement, the City will pay a sum that equals approximately  
 7 four years and four months (May 18, 2014 to August 25, 2018) of the alleged shortage in FLSA  
 8 overtime compensation. In sum, the named Plaintiffs will receive what they would have received  
 9 had the City paid the correct FLSA overtime rate since May 18, 2014 to the time the City  
 10 corrected the alleged miscalculation, August 25, 2018.<sup>2</sup> In addition, Plaintiffs will be paid an  
 11 equal amount in liquidated damages, plus a \$5,000 service fee for each Plaintiff.<sup>3</sup>

12 \_\_\_\_\_  
 13 <sup>2</sup> As indicated in the Settlement Agreement:

14 “(1) To arrive at the alleged shortage owed, the health benefit value, cash  
 15 in lieu and specialty pays applicable to each individual were converted into an  
 16 hourly amount that was added to the base hourly rate for each to determine their  
 17 FLSA regular rate. This amount was multiplied by 1.5 for all FLSA overtime hours  
 18 worked within each FLSA work period. The City used the highest FLSA regular  
 19 rate applicable to the employee in each 12 month period (excluding out of class  
 20 pay, discussed below) even though this higher rate typically only applied for a  
 21 portion of the 12 month period. A comparison was made between the FLSA  
 22 obligation for those hours, and the amount already paid for those hours (i.e. regular  
 23 straight time pay and MOU overtime pay and “FLSA pay”) as well as taking the  
 24 permissible half time credit under the FLSA regulations for MOU overtime hours  
 25 that did not constitute FLSA overtime hours. (Pursuant to 29 C.F.R. §§ 201-202).

(2) For PLAINTIFFS that were paid out of class during the time period  
 covered by this AGREEMENT, the impact of the out of class pay on the FLSA  
 regular rate was calculated for each 24 day FLSA work period and 1.5 times this  
 hourly amount will be paid for all FLSA overtime hours worked in each FLSA  
 work period.

(3) 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.”

26 <sup>3</sup> Courts have discretion to award incentive payments to named class representatives. *Rodriguez v.*  
 27 *West Publishing Corp.*, 563 F.3d 948, 958 (9th Cir. 2009). “To determine the reasonableness of an  
 incentive payment, courts consider the proportionality between the incentive payment and the  
 range of class members' settlement awards.” *Dyer v. Wells Fargo Bank, N.A.*, 303 F.R.D. 326, 335

1 The settlement amount the named Plaintiffs are receiving is more than the amount they  
 2 could receive at trial. This is in part because Defendant is paying 100% of liquidated damages on  
 3 all amounts owed, and assumes Plaintiffs prevail on their argument that the releases signed by two  
 4 of the five named Plaintiffs was invalid. Accordingly, the settlement agreement for the five  
 5 named Plaintiffs is a no brainer.

## 6 2. Putative Plaintiffs with Prior Releases

7 The Putative Plaintiffs are broken into two groups, (i) those who already signed a release  
 8 with and received settlement payments from the City (149 out of 150 applicable firefighter  
 9 personnel who are not named Plaintiffs) along with the one non-Plaintiff firefighter who was  
 10 offered but did not sign a release; and (ii) “the rest of the City’s non-exempt employees,” i.e. all  
 11 non-firefighter current and former City employees not exempt from the FLSA that worked for the  
 12 City between May 2014 and August 2018 and who were not offered an opportunity to sign a  
 13 release. For the firefighter employees who already signed releases, they were already paid the  
 14 underpayment of what they would have received had the City paid the allegedly correct FLSA  
 15 overtime rate since May 18, 2014 to August 25, 2018 when the City corrected the miscalculation.<sup>4</sup>  
 16 The Settlement will require the City to pay an additional 20% in liquidated damages (and, for the  
 17 one firefighter Putative Plaintiff that was offered but did not sign a release, the amount he would  
 18 have been paid in exchange for the release plus an additional 20% in liquidated damages). In sum,  
 19 they will get the same as the named Plaintiffs (back pay for the four years, four months) but will  
 20 only get 20% in liquidated damages instead of 100%. This difference is in light of the fact that  
 21 they already signed releases, were paid and have not sought (or likely expected given their signed  
 22 releases) to receive anything additional, and did not serve as lead and named Plaintiffs.

23  
 24  
 25 \_\_\_\_\_  
 (N.D. Cal. 2014). An award of \$5,000 “is presumptively reasonable.” *Id.*

26 <sup>4</sup> The only exceptions are the impact of out of class pay on FLSA amounts owed, and FLSA pay  
 27 for twenty six Fire Recruits for limited periods of time worked while attending a Fire Academy in  
 28 2014, 2015 and 2016. (See discussion in Section I.C.4 *infra.*) These amounts are included in the  
 recommended Settlement.

1 If the City prevails on the pending motion over the validity of the signed releases, these  
2 Putative Plaintiffs would receive nothing in this case. And, as discussed previously, the  
3 methodology used to calculate payments under the Settlement Agreement results in the City  
4 actually paying more than the FLSA requires for these Putative Plaintiffs. Finally, the best  
5 possible outcome in litigation for these employees assuming the benefit of the additional months  
6 due to the tolling agreement would be to receive liquidated damages from October 2015 until the  
7 City corrected the FLSA issues in August 2018 (34 months) but under the Settlement Agreement  
8 will be paid 20% liquidated damages on 51 months (May 2014 to August 2018). These factors  
9 along with the inherent risk of litigation make this extra 20% for the 4 years and 4 month period  
10 covered under the Settlement Agreement to those who previously signed releases and received  
11 payment a fair deal.<sup>5</sup>

### 12 3. Putative Plaintiffs without Prior Releases

13 The second group of Putative Plaintiffs are the rest of the City employees who were not  
14 given the option to sign prior releases. These are all non-exempt City employees from May 2014  
15 to August 2018 that did not work as a Firefighter or other classification represented by the Fire  
16 Union.<sup>6</sup>

17 The Settlement calls for these remaining more than 500 current and former City  
18 employees to be paid in the same fashion as the named Plaintiffs and the Putative Plaintiffs who  
19 signed releases (full damages back to May 18, 2014), except these employees and former  
20 employees will not receive any liquidated damages. Instead of paying liquidated damages, the  
21 City has agreed to go back to the same date in May 2014 as the Firefighter Putative Plaintiffs even  
22

---

23 <sup>5</sup> As stated *supra*, these Putative Plaintiffs also will be paid an additional amount equal to the  
24 impact of their out of class pay earned from May 2014 to August 2018 on their FLSA regular rate  
25 applied to their overtime worked, plus an additional 20% liquidated damages on these amounts.  
26 The total amount to be paid to the Firefighter Putative Plaintiffs in out of class related back pay is  
\$101,108.43, plus 20% liquidated damages on these amount for the applicable Putative Plaintiffs  
and 100% liquidated damages on these amounts for the named Plaintiffs. Kreisberg Decl. ¶ 12.

27 <sup>6</sup> More specifically, these are all non-FLSA exempt classifications other than Fire Recruit,  
28 Firefighter I, Firefighter II, Fire Driver/Engineer, Fire Captain, Fire Captain-Training, Deputy Fire  
Marshall I and Deputy Fire Marshall II.

1 though there is no applicable tolling agreement for these employees. Notably, this recovery period  
2 greatly exceeds the period they could recover by bringing their own action since the City corrected  
3 the alleged violations in August 2018.

4 If any of these Putative Plaintiffs filed a new lawsuit, that case would only require the City  
5 to pay back three years from filing of a new case. If such a case was filed in December 2019, the  
6 maximum time period at issue would be December 2016 to December 2019. But, since the City  
7 corrected any alleged errors as of August 2018, such a lawsuit would only cover one year and nine  
8 months instead of the four years and four months from May 2014 to August 2018 that will be paid  
9 under the Settlement Agreement. Put differently, even if a non-Firefighter Putative Plaintiff filed  
10 his or her own lawsuit, and was successful on all claims including 100% liquidated damages,  
11 he/she would receive less than offered under the terms of this Settlement Agreement.

12 Of critical import is none of the Putative Plaintiffs, whether they signed or did not sign a  
13 prior release, will be bound by the Settlement Agreement if approved by the Court. Rather, they  
14 are free to opt in to the settlement and case and accept the payments set forth in the Agreement,  
15 and be bound, or seek their own remedies.

#### 16 4. Fire Academy Trainees Unpaid Overtime

17 There are twenty-six employees who worked as City employee Fire Recruits while  
18 attending a Fire Academy in 2014 (1 Fire Recruit), 2015 (9 Fire Recruits) and 2016 (15 Fire  
19 Recruits). Kreisberg Decl. ¶ 13. These Fire Recruits worked a 56 hour per week schedule,  
20 8 hours on Monday, Tuesday, Wednesday and Thursday and 24 hours on Friday. *Id.* These  
21 employees were paid straight time for all of their regularly scheduled hours. *Id.* Recognizing the  
22 risk that a Section 207(k) work period of 24 days and 182 hours may not apply to these Fire  
23 Recruits, the Settlement Agreement will also pay these Fire Recruits as if a 7 day / 40 hour FLSA  
24 workweek applied. *Id.*

25 More specifically, the City will pay them an additional half their FLSA regular rate for the  
26 sixteen regularly scheduled hours each week that exceeded the FLSA threshold of forty (i.e. 56  
27 hours – 40 hours = 16 hours) if no Section 207(k) work period applied. *Id.* The City will also pay  
28 them 1.5 times the applicable FLSA regular rate for all hours worked outside their regular



1 schedule. *Id.*

2 Twenty-five out of the twenty-six Fire Recruits would have been Putative Plaintiffs  
3 anyway based on the FLSA overtime they worked after completing their time as Fire Recruits in  
4 the Fire Academy. Kreisberg Decl. ¶ 14. For them, the settlement amounts to be paid to these  
5 twenty-five Putative Plaintiffs for their hours worked as Fire Recruits are simply added to the  
6 amounts that would otherwise be paid under the Settlement. *Id.* The one Fire Recruit who did not  
7 work FLSA overtime after his hours worked as a Fire Recruit will simply receive the FLSA  
8 amounts allegedly owed for his hours worked as a Fire Recruit. *Id.* The total amount to be paid  
9 under the Settlement Agreement to the twenty-six Putative Plaintiffs that worked as Fire Recruits  
10 is \$229,960. *Id.*

## 11 **II. REQUEST FOR APPROVAL OF SETTLEMENT**

### 12 **A. The Court has Authority to Review and Approve FLSA Settlements**

13 The FLSA was enacted for the purpose of protecting workers from substandard wages and  
14 oppressive working hours. *Barrentine v. Arkansas-Best Freight System, Inc.*, 450 U.S. 728, 739  
15 (1981). The statute provides that collective actions against employers may be brought “in any  
16 Federal or State court of competent jurisdiction by any one or more employees for and in behalf of  
17 himself or themselves and other employees similarly situated.” 29 U.S.C. § 216(b). These  
18 collective actions allow aggrieved employees “the advantage of lower individual costs to vindicate  
19 rights by the pooling of resources.” *Hoffman-La Roche Inc. v. Sperling*, 493 U.S. 165, 170 (1989).

20 “Rule 23 actions are fundamentally different from collective actions under the FLSA.”  
21 *Genesis Healthcare Corp. v. Symczyk*, 569 U.S. 66, 74 (2013) (citing *Sperling*, 493 U.S. at 177-  
22 78). While class members in a Rule 23 class action may be bound by a judgment without their  
23 consent, members in a collective action must expressly opt in to the collective action by written  
24 consent. 29 U.S.C. § 216(b) (“No employee shall be a party plaintiff to any such action unless he  
25 gives his consent in writing to become such a party and such consent is filed in the court in which  
26 such action is brought.”); see Fed. R. Civ. P. 23. Further, while Rule 23 expressly requires that  
27 courts review settlement agreements that bind class members for fairness, reasonableness, and  
28 adequacy, there is no such statutory requirement in the FLSA. See Fed. R. Civ. P. 23(e)(2).

1 But under the FLSA, an employee’s right to fair payment “cannot be abridged by contract  
 2 or otherwise waived because this would nullify the purposes of the statute and thwart the  
 3 legislative policies it was designed to effectuate.” *Barrentine*, 450 U.S. at 740 (internal quotation  
 4 marks omitted); *see also Genesis Healthcare Corp.*, 569 U.S. at 69 (“The FLSA establishes  
 5 federal minimum-wage, maximum-hour, and overtime guarantees that cannot be modified by  
 6 contract.”). Accordingly, courts in this district and this circuit have followed the Eleventh  
 7 Circuit’s holding that FLSA collective action settlements require the supervision of either the  
 8 Secretary of Labor or the district court. *See Lynn’s Food Stores, Inc. v. United States*, 679 F.2d  
 9 1350, 1352-53 (11th Cir. 1982); *see also Seminiano v. Xyris Enter., Inc.*, 602 F. App’x 682, 683  
 10 (9th Cir. 2015); *Slezak v. City of Palo Alto*, No. 16-CV-03224-LHK, 2017 WL 2688224, at \*1  
 11 (N.D. Cal. June 22, 2017); *Otey v. CrowdFlower, Inc.*, No. 12-CV-05524-JST, 2014 WL  
 12 12643008, at \*3 (N.D. Cal. Dec. 26, 2014).

13 **B. Standard of Review**

14 The Ninth Circuit has not established the criteria that a district court must consider in  
 15 determining whether a collective action settlement agreement under 29 U.S.C. § 216(b) warrants  
 16 approval. Most courts evaluate the settlement under the standard established by the Eleventh  
 17 Circuit, which requires the settlement to constitute “a fair and reasonable resolution of a bona fide  
 18 dispute over FLSA provisions.”<sup>7</sup> *See Lynn’s Food Stores*, 679 F.2d at 1355. “If a settlement in an  
 19 employee FLSA suit does reflect a reasonable compromise over issues . . . that are actually in  
 20 dispute,” the district court may “approve the settlement in order to promote the policy of  
 21 encouraging settlement of litigation.” *Id.* at 1354.

22 **C. There do Exist Bona Fide Disputes Warranting Compromise**

23 As described above, two of the three groups of employees will receive more under the  
 24 Settlement than if fully successful in litigation. The one group that does not is the Putative  
 25

26 \_\_\_\_\_  
 27 <sup>7</sup> *See, e.g., Slezak*, 2017 WL 2688224, at \*2; *Dunn v. Teachers Ins. & Annuity Ass’n of Am.*, No.  
 28 13-CV-05456-HSG, 2016 WL 153266, at \*3 (N.D. Cal. Jan. 13, 2016); *Otey*, 2014 WL 12643008,  
 at \*3; *Nen Thio v. Genji, LLC*, 14 F. Supp. 3d 1324, 1333 (N.D. Cal. 2014).



1 Plaintiffs who previously signed releases, and were paid full damages, without any liquidated  
2 damages, pursuant to their prior releases. There is a motion pending before the Court to invalidate  
3 these prior releases. ECF No. 24. The City will oppose this motion based on its position that the  
4 Fire Union's experienced FLSA attorney along with the Fire Union's forensic consultant  
5 reviewed, analyzed and confirmed the accuracy of the FLSA calculations that resulted in the  
6 settlement payments in exchange for the prior releases; the Fire Union's attorney was integrally  
7 involved in drafting and approved as to form the releases signed by these 149 Firefighters; there  
8 was no pending litigation at the time of the settlement negotiations and settlement; and the  
9 language of the prior settlement agreement and releases contain comprehensive waivers and  
10 releases, along with an explicit and knowing waiver of the right to have the Department of Labor  
11 review and approve the settlement agreement.

12       Should the City prevail on this motion, this group of employees would receive nothing as  
13 they would be precluded from further litigating their FLSA claims. As described above, this  
14 group of employees are receiving approximately 30% of what they could receive if they prevailed  
15 at every turn in this case (in addition to the previous payment of more than 100% of the alleged  
16 FLSA back pay). It is worth emphasizing that these employees signed prior releases and were  
17 paid already for the underlying damages. The additional 20% liquidated damages paid to them for  
18 the four years and four month period covered by the Settlement Agreement frankly is an  
19 unexpected and an unsought benefit.

20       **D. The Attorney Fees and Costs in the Settlement are Reasonable**

21       **1. The Court has Discretion to Choose Method**

22       The FLSA mandates an award of attorneys' fees when settling a collective action. 29  
23 U.S.C. § 216(b) ("The court in such action shall, in addition to any judgment awarded to the  
24 plaintiff or plaintiffs, allow a reasonable attorney's fee to be paid by the defendant."). "The case  
25 law construing what is a reasonable fee applies uniformly to all federal fee-shifting statutes."  
26 *Haworth v. Nevada*, 56 F.3d 1048, 1051 (9th Cir. 1995).

27       The district court has discretion to choose either the percentage-of-the-fund (common  
28 fund) or the lodestar method to determine what constitutes a reasonable fee. *Vizcaino v. Microsoft*

1 *Corp.*, 290 F. 3d 1043, 1047 (9th Cir. 2002). “The ‘lodestar method’ is appropriate in class actions  
2 brought under fee-shifting statutes . . . where the relief sought – and obtained – is often primarily  
3 injunctive in nature and thus not easily monetized.” *In re Bluetooth Headset Prods. Liab. Litig.*,  
4 654 F.3d 935, 941 (9th Cir. 2011). “The lodestar figure is calculated by multiplying the number of  
5 hours the prevailing party reasonably expended . . . by a reasonable hourly rate for the region and  
6 for the experience of the lawyer. Though the lodestar figure is presumptively reasonable, the court  
7 may adjust it upward or downward.” *Id.* (internal citations and quotation marks omitted). On the  
8 other hand, “[w]here a settlement produces a common fund for the benefit of the entire class,”  
9 courts may employ either the lodestar or the percentage-of-recovery method. *Id.* at 942. Twenty-  
10 five percent of the fund is the benchmark for a reasonable fee award, although this may be  
11 adjusted to account for special circumstances. *Id.* The district court also has discretion to utilize  
12 both methods to reach a reasonable result. See *Otey v. CrowdFlower, Inc.*, No. 12-CV-05524-JST,  
13 2014 WL 1477630, at \*8 (N.D. Cal., Apr. 15, 2014).

## 14 **2. The Parties Seek the Common Fund Approach**

15 For certainty and efficiency, the parties are requesting the Court use the common fund  
16 approach. Where there is no injunctive relief “. . .and the benefit to the class is therefore easily  
17 quantified by reference to a common fund, it is appropriate to use the percentage-of-recovery  
18 method to determine the reasonableness of the attorney fee award. *Otey v. CrowdFlower, Inc.* No.  
19 12-CV-05524-JST, 2014 WL 12643008, at \*8 (N.D. Cal., Dec. 26, 2014). Use of a common fund  
20 approach also “removes disincentives to prompt settlement.” *Savoie v. Merchants Bank*, 166 F.3d  
21 456, 461 (2nd Cir. 1999).

22 Another reason the parties reached a settlement based on a common fund approach is it  
23 will be difficult to estimate post settlement work that will arise, involving 500 plus putative  
24 plaintiffs that have not yet been involved in the case. Rather than leaving the case open ended and  
25 allowing Plaintiff’s counsel to file a fee motion down the road, the parties agreed to an amount  
26 certain that reasonably compensates Plaintiff’s Counsel. Although, as explained below, the Court  
27 could reasonably utilize either method and still find the \$150,000 amount reasonable, the parties  
28 respectfully ask the Court to approve the common fund approach or alternatively, a combination

1 of both the common fund and lodestar methods resulting in a payment to Plaintiffs' Counsel under  
2 the Settlement Agreement of \$150,000.

### 3 3. Common Fund Approach

4 The Settlement Agreement calls for \$150,000 in attorney fees and costs. Costs amount to  
5 approximately \$2,508.11, leaving the remaining amount of \$147,491.89 for attorney fees. From a  
6 common fund perspective, the fees amount equals 5.44% of the Total Settlement Amount of  
7 \$2,713,940.21 which is well below the benchmark of twenty-five percent determined by the Ninth  
8 Circuit as a reasonable fee. *Six (6) Mexican Workers v. Ariz. Citrus Growers*, 904 F.2d 1301, 1311  
9 (9th Cir.1990).

### 10 4. Lodestar Method

11 Plaintiff's Counsel has expended 215 hours litigating the case. (Dammeier Decl. ¶20.)

12 Below is a summary<sup>8</sup> of the hours.

13 Activity	Hours Spent
14 Case Development and Investigation	23
15 Drafting of Pleadings	12
16 Discovery and Document Review	68
17 Drafting and Arguing Motions	38
18 Negotiating Settlement	34
19 Misc. Client Communications	15
20 Misc. Opposing Counsel Communications	15
21 Estimated Post Settlement Activity (500 plus putative plaintiffs)	10
TOTAL	215

22  
23  
24  
25 <sup>8</sup> In following the Court's guidance, the summary reflects "the hours worked by each individual  
26 timekeeper; the hourly rate of each timekeeper; and the time spent on various categories of  
27 activities, including case development and investigation, the drafting of pleadings, discovery and  
28 document review, the drafting and arguing of motions, and the time spent negotiating the  
settlement, as well as any other category for which a substantial amount of time was expended.  
*K.H. v. Secretary of Department of Homeland Security*, No. 15-CV-02740-JST, 2018 WL  
3585142, at \*6 (N.D. Cal., July 26, 2018).

1 Attached to Plaintiff's Counsel's Declaration are receipts for the litigation costs of  
 2 \$2,508.11 (Dammeier Decl. ¶ 17, Exhibit A). Below is a summary of the costs.

3 Cost Item	Amount
4 Airfare	\$541.33
5 Ground Transportation	\$24.00
6 Copying	\$1,368.25
7 Court Fees	\$400.00
8 Process Service	\$55.00
9 Postage/Delivery	\$119.53
TOTAL	\$2,508.11

10 The Settlement Agreement calls for \$150,000 in attorney fees and costs. Costs amount to  
 11 approximately \$2,508.11, leaving the remaining amount of \$147,491.89 for attorney fees. For an  
 12 attorney of Plaintiff Counsel's experience, the prevailing rates for similar legal work is \$650-\$700  
 13 per hour (Dammeier Dec. ¶ 21 ). In *Bellinghausen v. Tractor Supply Co.*, 306 F.R.D. 245, 251  
 14 (N.D. Cal. 2015), a California wage and hour case, a court in this district awarded an hourly rate  
 15 of \$650 to a partner with 16 years of experience. Similarly, in *Wren v. RGIS Inventory Specialists*,  
 16 2011 WL 1230826 (N.D. Cal. Apr. 1, 2011), a court in this district in a FLSA case awarded an  
 17 hourly rate of \$650 to an attorney with 17 years of experience. *Id.* at \*19. Plaintiff Counsel has  
 18 over twenty-two years of experience, and primarily litigates FLSA cases, including filing the case  
 19 that propelled the Ninth Circuit decision underlying the instant action. (Dammeier Dec. ¶ 21).  
 20 Counsel has lectured on the FLSA and personally argued employment cases before both the  
 21 California and United States Supreme Court. *Id.* Accordingly, if the Court utilizes the lodestar  
 22 method in this case, a \$700 per hour rate is reasonable and respectfully requested.

23 Based on either method utilized or a combination thereof, the \$150,000 in fees and costs is  
 24 reasonable.

25 ///

26 ///

27 ///

28 ///

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

**E. CONCLUSION**

For the foregoing reasons, Counsel for the parties respectfully request that the Court approve this Joint Motion and the attached Settlement Agreement.

DATED: October 17, 2019

MEYERS, NAVE, RIBACK, SILVER & WILSON

By:           /s/ Edward L. Kreisberg            
EDWARD L. KREISBERG  
Attorneys for Defendant  
CITY OF SANTA CLARA

DATED: October 17, 2019

DAMMEIER LAW FIRM

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

**ATTESTATION**

I hereby attest that I have received concurrence in the filing of this document from Dieter C. Dammeier.

By:           /s/ Edward L. Kreisberg            
Edward L. Kreisberg

3405998.1

# **EXHIBIT 1**

**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, C and D. 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, whether particular types of pay must be included in the FLSA regular rate of pay, 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 \$2,713,940.26 ("TOTAL SETTLEMENT AMOUNT"), and this amount shall include all of PLAINTIFFS' and PUTATIVE PLAINTIFFS' damages, attorneys' fees, and costs to settle PLAINTIFFS' and PUTATIVE 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' or PUTATIVE 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.



NAMED PLAINTIFFS

B. From this TOTAL SETTLEMENT AMOUNT, CITY shall pay a total amount of \$111,034.35 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 FLSA overtime hours each PLAINTIFF worked between May 18, 2014 and August 25, 2018.

(1) 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 (excluding out of class pay, discussed below) 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).

(2) For PLAINTIFFS that were paid out of class during the time period covered by this AGREEMENT, the impact of the out of class pay on the FLSA regular rate was calculated for each 24 day FLSA work period and 1.5 times this hourly amount will be paid for all FLSA overtime hours worked in each FLSA work period.

(3) 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.

(4) The time period covered by these settlement amounts extends back to May 18, 2014 for overtime back-pay 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 Fire Recruit Firefighter I, Firefighter II, Fire Driver/Engineer, Fire Captain, Fire Captain – Training, Deputy Fire Marshall I and Deputy Fire Marshall II. This tolling agreement tolled the PLAINTIFF AND PUTATIVE PLAINTIFF Firefighters’ 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.

(5) In addition, the named PLAINTIFFS identified in Exhibit A shall be given 100% liquidated damages and a Class Representative Service Fee of \$5,000 each.

FIREFIGHTER/DEPUTY FIRE MARSHALL PUTATIVE PLAINTIFFS

C. From the TOTAL SETTLEMENT AMOUNT, CITY shall pay a total amount of \$515,867.08 to the PUTATIVE PLAINTIFF identified and set forth in Exhibit B that worked in the classifications of Fire Recruit, Firefighter I, Firefighter II, Fire Driver/Engineer, Fire Captain, Fire Captain – Training, Deputy Fire Marshall I and/or Deputy Fire Marshall II (“PUTATIVE PLAINTIFF Firefighters”).

(1) 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.

(2) In addition, the settlement amounts set forth in Exhibit B applicable to PUTATIVE PLAINTIFF Firefighters that are not named PLAINTIFFS includes 20% liquidated damages on the amounts in Section 1.C.(1).

(3) In addition to the amounts set forth in Sections 1.C.(1) and (2), the amounts in Exhibit B for twenty-six of the PUTATIVE PLAINTIFF Firefighters that are not named PLAINTIFFS also include payment for a total of \$229,960 for FLSA overtime hours worked as Fire Recruits in 2014, 2015 or 2016. These PUTATIVE PLAINTIFF Fire Recruits were assigned to a 56-hours per week schedule, and paid straight time for these regularly scheduled hours. Under this AGREEMENT, and due to a dispute whether these Fire Recruits qualified for a Section 207(k) work period and partial exemption under the FLSA, the CITY will pay them an additional half their FLSA regular rate for the sixteen hours worked over forty each week, and 1.5 times the applicable FLSA regular rate for all hours worked outside their regular 56-hour per week schedule.

#### POLICE OFFICER, SERGEANT AND LIEUTENANT PUTATIVE PLAINTIFFS

D. From the TOTAL SETTLEMENT AMOUNT, CITY shall pay a total amount of \$287,251.07 to the Police Officer, Police Sergeant and Police Lieutenant PUTATIVE PLAINTIFFS identified in Exhibit C. and for which no tolling agreement applies. These Police Officer, Police Sergeant and Police Lieutenant PUTATIVE PLAINTIFFS worked pursuant to a 28 day FLSA work period and 171 hours worked FLSA threshold. FLSA amounts to be paid under this AGREEMENT for FLSA overtime hours were calculated in the same manner as applicable to the PLAINTIFFS and Firefighter PUTATIVE PLAINTIFFS. 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 and a half years to the back pay period that would otherwise have applied to the Police Officer/Sergeant/Lieutenant PUTATIVE PLAINTIFFS identified in Exhibit C.

#### MISCELLANEOUS/NON-SAFETY PUTATIVE PLAINTIFFS

E. From the TOTAL SETTLEMENT AMOUNT, CITY shall pay a total amount of \$1,649,787.76 to the PUTATIVE PLAINTIFFS identified in Exhibit D who are not Firefighter PUTATIVE PLAINTIFFS and also are not Police Officer, Police Sergeant or Police Lieutenant PUTATIVE PLAINTIFFS. and for which no tolling agreement applies. The non-Firefighter and non-Police Officer/Sergeant/Lieutenant PUTATIVE PLAINTIFFS all worked pursuant to a seven day FLSA workweek and 40 hours worked per workweek FLSA threshold. Under this AGREEMENT, they all will receive the difference between the amounts already paid for all overtime hours worked that were treated and paid as overtime hours under the applicable labor contracts, rules and practices at the CITY, and the amounts they would have been paid if all such hours had been paid at the higher FLSA regular rate calculated to include the pays allegedly incorrectly omitted from the FLSA regular rate. 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 and a half years to the back pay period that would otherwise have applied to the PUTATIVE PLAINTIFFS identified in Exhibit D.

F. From the TOTAL SETTLEMENT AMOUNT, and in addition to the TOTAL PAYMENT made to PLAINTIFFS and PUTATIVE PLAINTIFFS, CITY shall also pay \$150,000 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 5.53% 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.

G. 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.

H. 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.

I. 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 Exhibits A, B, C and D 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 Exhibits B, C and D 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 Exhibit F.

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 F.

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 \$150,000, 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 file with the District Court a Joint Motion along with the Proposed Order attached hereto as Exhibit E. The PARTIES expressly consent to and authorize their counsel to seek Court approval of the Proposed Order on their behalf. The PARTIES shall submit the Joint Motion and Proposed 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 approve the Proposed Order. If for any reason the Court declines to approve the Proposed 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, but which are limited to claims made in this lawsuit for unpaid overtime, liquidated damages and attorneys' fees. Plaintiffs reserve the right to pursue any FLSA or MOU (in regard to overtime pay only) claims that they might have for events occurring that were not raised in the ACTION.

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 not claimed in the ACTION 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 non-Firefighter PUTATIVE PLAINTIFF that worked as a Police Officer, Police Sergeant and/or Police Lieutenant who did not previously execute or have offered an FLSA Release and for which no tolling agreement is in effect;
- D. DAMAGES allocated to each non-Firefighter and non-Police Officer/Sergeant/Lieutenant PUTATIVE PLAINTIFF who did not previously execute or have offered an FLSA Release and for which no tolling agreement is in effect;
- E. Proposed Order Approving Settlement of the ACTION; and
- F. Release of Claims for PUTATIVE PLAINTIFFS that worked for the City of Santa Clara.

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 she/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 Joint Motion and Proposed attached hereto as Exhibit E, 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 to the last known address for former employees) the "Notice of Collective Action Settlement: Claim Form & Release" document attached as Exhibit F to all PUTATIVE PLAINTIFFS identified in Exhibits B, C and D.
- 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 from a PUTATIVE PLAINTIFF 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 Exhibits B, C and D who have signed and timely returned the release shall occur no later than thirty (30) calendar days after CITY's receipt of the Release of Claims.
- iv. 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 Joint Motion and Proposed Order attached hereto as Exhibit E.



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: 10/16/19

  
CHRISTOPHER GAFFNEY  
Plaintiff

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

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

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

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

Dated: 10-16-19

  
GUIDO QUARTAROLI  
Plaintiff

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

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

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

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

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.

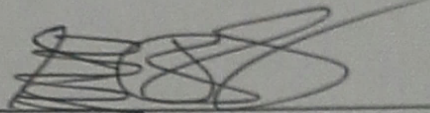
28. City Council Authorization. The City Council of CITY has authorized the Santa Clara City Manager to sign this Agreement on behalf of the City and bind the City to its terms.

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

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

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

Dated: 10/16/19

  
\_\_\_\_\_  
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

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: \_\_\_\_\_

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

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

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

Dated: 10/16/19

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

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

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

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

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

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

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



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: \_\_\_\_\_

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

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

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

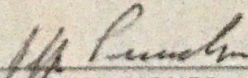
Dated: \_\_\_\_\_

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

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

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

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

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

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

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



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: \_\_\_\_\_

\_\_\_\_\_  
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

APPROVED AS TO FORM AND CONTENT

**DAMMEIER LAW FIRM**

Dated: 10-16-19

  
\_\_\_\_\_  
DIETER DAMMEIER  
Attorney for Plaintiffs

**MEYERS NAVE**

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

\_\_\_\_\_  
EDWARD L. KREISBERG  
Attorneys for City of Santa Clara

APPROVED AS TO FORM AND CONTENT

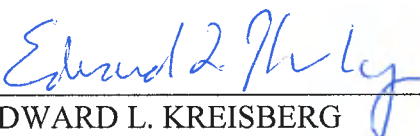
DAMMEIER LAW FIRM

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

\_\_\_\_\_  
DIETER DAMMEIER  
Attorney for Plaintiffs

MEYERS NAVE

Dated: 10/17/19

  
\_\_\_\_\_  
EDWARD L. KREISBERG  
Attorneys for City of Santa Clara

**EXHIBIT A**

LIST OF NAMED PLAINTIFFS AND PAYMENTS TO EACH

Christopher Gaffney	\$41,122.80
Andre Jerome Soto	\$9,783.91
John C. O'Leary	\$18,992.40
Guido Quartarolli	\$28,678.86
Jeff Provancher	\$12,456.86
Total:	\$111,034.35



**EXHIBIT B**

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

<b>Name</b>	<b>AMOUNT</b>
ADAME, PHILIP	\$982.59
AIELLO, BRIAN VICTOR	\$939.17
AMATO, JAMESON A	\$1,090.64
ANDERSON, CRAIG D	\$817.87
ANTONELLI, MICHAEL D	\$493.78
ARNAUDO, JAMES B	\$857.27
AYLLON, AITOR I.	\$6,107.72
AZOFEIFA, JOSHUA STEPHEN	\$1,793.90
BAHK, DOJOON	\$190.59
BAKER, KORDELL O	\$1,466.87
BARNES, MICHAEL T	\$695.33
BATTAGIN, DAVID M	\$1,310.41
BATTIATO, ERIC JOSEPH	\$9,989.54
BAWDEN, KSENIA EVGENYEVNA	\$12,220.85
BEALS, JASON ANDREW	\$1,441.07
BECKNALL, JEFFREY T.	\$1,827.40
BERNARDO, D NICK K.	\$497.67
BESLAGIC, ELVEDIN	\$10,371.30
BOUCHER, JON P	\$2,588.38
BRAZIL, SOULMAZ	\$787.13
BUCHANAN, KEVIN D	\$610.16
BUZZELL, TROY M.	\$2,031.34
CANTANHO, TREVOR N	\$8,907.22
CARTER JR., GAIL W.	\$4,147.73
CHIB, SIDDHARTHA	\$1,790.59

Name	AMOUNT
CHRISTIAN, DOUGLAS B	\$1,795.14
COLE, MICHAEL G.	\$3,043.83
CONTRERAS, ROBERT	\$3,573.54
COOK, MITCHELL THOMAS	\$12,626.94
CORTAZZO, DANIEL C	\$1,029.80
DE SANTIS, MARIA	\$2,756.98
DELGADO, NICHOLAS M	\$1,558.18
DESCHAMPS, RYAN THOMAS	\$10,284.49
DHILLON, SAROJ BALA	\$1,689.96
DIBERNARDO, ANTHONY J.	\$4,915.40
DRUMRIGHT, AARON R	\$2,295.78
DUPERLY, JAMES D	\$5,539.17
EICHHORN, CHRISTOPHER M.	\$2,394.05
ESTRADA VALENCIA, HUGO EMILIO	\$185.90
FELDER, LAURIE L	\$435.29
FETZ, ERIC E	\$4,953.70
FLOURNOY, ROBERT KENNETH	\$10,569.92
FOGLEMAN, KEVIN D.	\$5,232.26
FORD, NATHAN MARIO	\$168.21
GALINDO, RODRIGO P.	\$1,841.78
GANDY, AARON P.	\$985.95
GAUKEL, BRIAN P.	\$2,737.68
GLADFELTER, CHRISTOPHER IAN	\$185.43
GOBER, SIMON FRANCOIS	\$11,658.90
GOLOVEY, DMITRIY	\$12,008.40
HALE, BRANDON M.	\$3,436.22
HALL, WILLIAM JAMES	\$1,743.20
HARKINS, ELIZABETH A.	\$2,678.11
HARRINGTON, DANIEL GREGORY	\$11,407.29
HEALY, MAEKIN PHILLIP	\$2,799.45

Name	AMOUNT
HERNANDEZ, CARLOS A.	\$2,873.62
HERSCOVITCH, MICHAEL D	\$3,858.22
HLOUSEK, MARCELL R	\$738.17
HOOS, DAVID J	\$1,204.65
HOWARD, PATRICK A	\$4,493.39
JARAMILLO, STEVEN S	\$2,333.10
JOLLIFFE, WYATT MICHAEL	\$1,549.94
JUNGE, SEAN MICHAEL	\$3,747.98
JYUNG, KEITH K	\$2,053.49
KASTNER, STEVEN CHARLES	\$12,938.26
KAUFMANN, MICHAEL LAWRENCE	\$2,330.58
KELLER, KEVIN S	\$909.01
KENT, DAVID WARNER	\$11,740.09
KLEINHEINZ, PHILLIP M.	\$3,587.89
KNIGHT, JAMIN J	\$2,861.73
LAMBERT, CHARLES C.	\$1,752.88
LEDUC, EMILE D	\$2,797.75
LERNER, LUKAS KURIN DOUGLAS	\$10,092.05
LOMBARDO, DAVID A	\$2,045.66
LOPEZ JEFF PETER	\$519.58
LUCERO, VINCENT A	\$2,094.76
LUIZ, NICHOLAS J	\$1,646.95
MADDEN, JOHN D	\$192.88
MALONEY, KEVIN J	\$986.78
MANY, PETER V.	\$2,155.51
MAR, LARRY M	\$4,212.51
MARRONE, PHILLIP ROSS	\$12,858.40
MARTIN, PHILIP V	\$1,165.71
MASAMORI, TYLER PRENTICE	\$583.86
MATTIER, JASON M.	\$2,357.04

Name	AMOUNT
MAYA, EDUARDO CRIS	\$10,338.05
MAYEDA-TAYLOR, DERRICK AKIRA	\$190.40
MCFARLANE, CRAIG D	\$1,893.18
MCGEE, MICHAEL C.	\$1,662.22
MCGHIE, ZACHARY E	\$3,540.15
MENDEL, ISAAC LAWRENCE	\$37.71
MERRICK, BRANDON	\$611.98
MERVINE, ELI A.	\$2,785.74
MEYER, NICHOLAS E	\$2,364.40
MICHAELS, SAMUEL E	\$3,163.80
MILLER, ANDREW J	\$952.88
MOLINA, BEVERLY S	\$632.15
MONACHINO, CALOGERO	\$4,057.93
MONTANA, WILLIAM A	\$751.04
MOSES, MARK C	\$544.08
MULDOON, MICHAEL R	\$96.28
MURGALLIS, MICHAEL P	\$592.54
MURGALLIS, PETER W.	\$2,674.30
ORLANDO, JEFFREY J	\$1,575.26
OROZCO, JOSE EDUARDO	\$20,133.94
OWENS, DANIEL TAYLOR	\$3,597.76
PANKO, JENNIFER LOUISE	\$220.58
PAPALIAS, GORDON A	\$1,591.48
PASCOAL, ANTHONY B.	\$1,912.67
PASCOAL, PETER T.	\$1,803.11
PEREZ, AURELIO G	\$160.97
PERRY, ROBERT LEONARD	\$215.58
POLONI, STEPHANIE LOANN GLENN	\$696.39
PRICE, BRIAN J	\$1,524.80
QUEEN, MATTHEW C	\$1,678.65

Name	AMOUNT
QUINLEY, RYAN ANDREW	\$11,932.97
RAAFAT, SEBASTIAN JAHANSHAH	\$9,044.68
RAY, JEREMY R	\$1,363.22
REIOUX, PHILIP T.	\$3,732.23
RENSHAW, CHRISTOPHER ROBY	\$11,576.44
RESTANI, DOMINIC JOSEPH	\$1,450.18
RESTANI, NICHOLAS A.	\$2,837.94
RICE, DANIEL JOHN	\$10,734.11
RICHARDS, KELLEY EMIL	\$4,352.43
RIDER, JASON T	\$10,920.16
RIOS, BRYANT ALEXANDER	\$10,940.18
ROSE, DANIEL A	\$659.99
SANCHEZ-PALMADA, MIREYA FRANCISCA DOLORES	\$27.95
SCHMITZ, CARDIFF L.	\$3,502.52
SELLERS, MATTHEW R.	\$2,270.90
SELVES, MARK T	\$542.18
SHADDLE, DENNIS R	\$2,590.18
SHOEMAKER, RYAN TYLER	\$2,359.97
SILVA, STEVEN	\$595.27
SIU, KENNETH E	\$3,297.57
SMITH, KEVIN CAMERON	\$2,088.39
SORENSEN, SCOTT D	\$1,223.20
STEIN, MOLLY ELIZABETH PRITZ	\$36.00
TINSLEY, JESSE DAVID	\$6,596.43
TOMLIN, JAKE TREVOR	\$210.14
TRAN, HUONG GIANG T	\$4,836.21
VANNI, MARK A	\$3,581.28
VISO JR., CHARLES JOSEPH	\$2,227.57
VO, TRUNG M	\$205.16
WALSH, PATRICK A.	\$2,522.49

<b>Name</b>	<b>AMOUNT</b>
WEIRSHAUSER, CAMERON LEE	\$199.06
WILDEROTTER, CHRISTOPHER J.	\$4,617.31
WILKIE, TRISTON CHARLES	\$2,404.27
WILLIAMS, DAVID J	\$42.19
WILLIAMS, KLAYTON DOUGLAS	\$12,932.35
WILLIS, SAMUEL VALENTINE	\$245.81
YEE, DENNIS J	\$1,998.22
<b>Total</b>	<b>\$515,867.08</b>

**EXHIBIT C**

LIST OF PUTATIVE PLAINTIFFS IN CLASSIFICATIONS OF POLICE OFFICER, POLICE SERGEANT  
AND POLICE LIEUTENANT (no tolling agreement; no offered or executed prior Releases)

<b>NAME</b>	<b>AMOUNT</b>
ADJEI, HARRY NII NORTEY	\$ 704.02
AHMED, ARSALAN	-
ALFORD, TIMOTHY M	\$ 0.91
AMINYAR, WALI A	\$ 598.48
AMOS JR., EARL B	\$ 2,751.41
BAILEY, RICHARD J	\$ 198.86
BARRY, JENNIFER LYNN	\$ 88.14
BARRY, MARK W	\$ 2,595.13
BARRY, MITCHELL K.	\$ 60.44
BELL JR., DOUGLAS R	\$ 270.36
BELL, CHRISTOPHER T	\$ 16.31
BERTAUCHE, DEREK Y	\$ 51.20
BOALES, RAYMOND DOUGLAS	-
BONENBERGER, MARK W	\$ 434.22
BONILLA, GEENAMARIE LUCIA	-
BOURBON, RANDOLPH J	-
BOWERS, PATRICIA MARIANNA	-
BRITTON, DAVID J	\$ 1,282.57
BRONTE, NICHOLAS S.	\$ 1,674.72
BURDE, DANIEL P.	\$ 381.65
BUSMIRE JR., KEITH BRIAN	\$ 95.53
CARDIN, KYLE F.	\$ 191.83
CARDIN, TROY A.	-
CARLETON, MICHAEL D	\$ 2,723.59
CARREIRA, RAYMOND J	\$ 1,572.39
CAWLEY, SEAN M	-



CLARKE, KURT G	\$ 4,691.47
CLOUSE, PATRICK P	\$ 2,872.76
COLE, BRETT R	-
CRAIG, JOSHUA ALLEN	\$ 15,163.89
CRESCINI, MICHAEL R	\$ 327.46
CRESCINI, NATHAN CHRISTOPHER	\$ 1,155.36
CUMMINS, TODD M	\$ 97.08
CUSIMANO, NICHOLAS S.	\$ 134.09
D'AMICO, JASON BENASSI	\$ 154.16
DANIELS, BRIAN KEITH	\$ 483.05
DAVIS JR., WILLIAM C	\$ 1,315.56
DEGER, GREGORY THOMAS	\$ 6,400.38
DILLER, CODY	-
EDELEN, MICHAEL HENRY	\$ 18.59
ELLIS, JAMIE N.	-
ENOS, ARIC C.	\$ 658.41
ERICKSON, LUKE M.	\$ 3,765.93
ERNST, STEVEN R.	\$ 2,657.47
ESTES, KEVIN M.	-
ESTES, PATRICK B.	\$ 4,613.96
FACHKO, JORDAN DANIEL	\$ 10,158.54
FANUCCHI, JOHN J	-
FILO, LOI	\$ 35.40
FITTING, RICHARD L	\$ 6,624.98
FITZGERALD, SCOTT P	\$ 6,117.86
FRASER, KEVIN D	-
GACAYAN, PATRICK JAMES	\$ 1,936.87
GARCES, PAUL C	-
GARCIA, MICHAEL	-
GERBRANDT, DOUGLAS GENE	\$ 321.80
GILBERT, BRIAN M	\$ 4,493.92

GILMER, CHRISTOPHER D.	\$ 1,183.89
GRATNY, THOMAS J	\$ 316.91
GREEN, JOHANNA ALICIA	\$ 4,991.70
GREEN, TYSON S	\$ 1,966.03
GUTIERREZ, ROBERTO	\$ 1,568.74
GUTIERREZ, ROGELIO	\$ 14,846.58
GUZMAN, JASON RICHARD	-
HABIB, TEDROS ALI	\$ 302.61
HAGG, FRANK M.	\$ 1,246.56
HENDERSON, BAB	\$ 6.50
HENDERSON, KENNETH R	\$ 834.90
HENRY, NORMAN O	\$ 2,791.08
HIGGINS, JOSHUA A.	\$ 558.97
HILL, GREGORY D	\$ 1,000.74
HOESING, STEVEN L	\$ 1,014.54
HOGAN, MATTHEW T	\$ 2,755.64
HORN, MICHAEL E.	\$ 849.36
HOSMAN, GARY L	\$ 2,539.21
HOWARD, WESLEY ALAN	\$ 5,034.94
JANSSEN, ERIC C.	\$ 42.62
JIMENEZ, AMANDA MONIQUE	-
JOHNSEN, TROY T	\$ 290.12
KNIGHT, KERRY D	\$ 19.16
KNIGHT, STEPHANIE MIKA	\$ 4,465.67
KOEHLER, JASON A.	\$ 4,349.19
LAGERGREN, ERIC J	-
LAGERGREN, SASKIA NICOLE	-
LANGE, ALEC C	\$ 59.30
LAYTON, ANTHONY J	\$ 1,118.39
LEE, BRIAN R	\$ 3,556.96
LEIPELT, THOMAS W	\$ 351.36

LIU, TOM SHENG CHI	\$ 161.85
LOPEZ, PABLO G	-
LUTZ, WILLIAM A.	\$ 1,068.18
MACFARLANE, STACY R	\$ 1,199.52
MACHADO, DAVID A	\$ 879.02
MALAE, JACOB F	\$ 13,236.38
MARINES, DAWN M	\$ 249.93
MARTIN, LUIS	-
MARTINEZ, ROBERT	\$ 1,734.24
MCCOLLOCH, KEVIN JOHN	\$ 2,733.89
MCDOWELL, JOHN M	\$ 1.88
MCGUIRE, ANDREW	-
MEAD, JUSTIN C.	\$ 3,173.73
MEAD, KEVIN BRIAN	-
MEAD, SCOTT D	\$ 4,277.16
MICELI, SAMUEL JOSHUA	\$ 6,546.89
MIDDLEKAUFF, CRAIG D	\$ 604.13
MINE, MICHAEL ISEKICHI	-
MIRANDA JR., RONALD L	-
MORENO, DANIEL S	\$ 3,058.86
MORGAN, CORY B.	\$ 3,930.04
NAGATA, KENNETH KOICHI	\$ 44.63
NELSON, THOMAS J.	\$ 1,866.00
NGUYEN, KIET T	\$ 978.29
NGUYEN, NICK	\$ 316.47
NICHOLS, COLT C	\$ 231.35
NIELEPKO, MAXIMILIAN ALEXANDER	\$ 1,378.25
NIESEN, TRAVIS J.	\$ 4,982.41
NIKOLAI, PATRICK M	-
OGG II, JERRY L.	\$ 472.58
OLIVER, JOSEPH M	\$ 1,620.62

OTICO, RENE-JOHN G.	\$ 65.58
OVER, MARTIN S	-
PAOLINETTI JR., ROBERT J	\$ 75.24
PARKER, ANTHONY J.	\$ 881.69
PATE, JOHNATHAN E	-
PHAN, CUONG N.	\$ 3,908.32
PIANTO, ANTHONY JOHN	\$ 3,859.52
PILGER, CHRISTOPHER J	-
PILGER, KENIA SOTO	\$ 341.56
RICHARDS, NICHOLAS P	\$ 2,864.69
RODRIGUEZ, ALYSSA ANITA	\$ 69.62
RODRIGUEZ, JERRY F	\$ 4,704.00
RUSH, DEREK N	\$ 2,685.18
SANDOVAL, DOMINIC	\$ 65.06
SANDOVAL, JANICE RIVERA	\$ 18.33
SAUNDERS, FRANK J	\$ 8,870.42
SAVAGE, SCOTT MICHAEL	\$ 368.85
SCHATZ, NICHOLAS BUCHANAN	-
SCHMIDT, JEREMY D	\$ 2,538.65
SCHNEIDER, DAVID R.	\$ 3,234.92
SELBERG, STEPHEN PAUL	\$ 36.14
SERNA, MICHAEL J	-
SHAPIRO, CRAIG M.	\$ 338.42
SHEARER, TYSON J	\$ 3,400.61
SHIMADA, MARK H	\$ 279.24
SILVA, DUSTIN ANTHONY	\$ 3,104.77
SITLER, JAMES S.	-
SMITH, STEPHANIE LAUREN	-
SOTELO, MICHAEL DAVID	\$ 881.63
STEK, STEPHEN BENEDICTUS	\$ 1,026.77
STEPHENS, PETER A.	\$ 1,212.52

STERKEL, BRYAN L	\$ 26.29
STEWART, COLIN ANTHONY	-
STROUD, MELISSA A	\$ 462.15
SUYDERHOUD, LAUREN ANN	\$ 2,758.69
SWENSON, BRIAN JEFFREY	\$ 755.30
TANQUARY, DAVID J	\$ 349.46
TERRY, JOHN B.	\$ 183.35
THOMPSON, JACOB CHRISTOPHER	\$ 1,956.86
TORKE, ALEXANDER E.	\$ 5,913.69
TRISKA, MARK DONALD	-
TYLER, SCOTT RICE	\$ 5,327.28
VAN DER HOEK, FRITS PIETER	\$ 461.63
VAN DIEMEN, RANDY D.	\$ 3,638.05
VELASCO, HILDA LIVIER	-
VIERRA, NICOLE MICHELLE	\$ 530.69
WICHT, ZACHARY CLYDE	\$ 2,840.78
WILLIAMS, BRYAN C.	\$ 8,942.11
WILSON, ADAM C.	-
WILSON, SCOTT A	\$ 233.87
WOLF, ALAN L	\$ 1,178.32
WONNELL, MICHAEL LOGAN	\$ 192.81
WRIGHT, JAMES DANIEL	\$ 3,529.61
WURDINGER, MATTHEW L.	-
WUTZKE, LOREN ALAN	\$ 437.82
ZAVALA, NATHALIE ROSE	\$ 1.86
	<b>\$ 287,251.07</b>

**EXHIBIT D**

LIST OF NON-FIREFIGHTER PUTATIVE PLAINTIFFS IN CLASSIFICATIONS OTHER THAN POLICE OFFICER AND POLICE SERGEANT (no tolling agreement; no offered or executed prior Releases)

**Unit 3**

<b>NAME</b>	<b>AMOUNT</b>
AGUILAR, GERALD ALLEN	\$ 52.37
ALBERTS, RITA R	\$ 4,612.90
ALCANTAR, LEON A.	\$ 5,194.35
BAKER, RICHARD THOMAS	\$ 2,678.46
BALDERSTON, MARK BYRON	\$ 7,853.52
BANKSTON III, CHARLES WILLIAM	\$ 4,880.34
BAYDO, JOHN	\$ 3,175.42
BAZA, THEJON GILL	\$ 3,690.38
BROWN, BENJAMIN C	\$ 3,060.75
BUTERA, JOHN V	\$ 912.97
BUTTITTA II, LEONARD J	\$ 5,160.27
CARRASCO, DINDO AMADOR OCAMPO	\$ 4,277.45
COETZEE, DAWID H	\$ 11,075.15
CONTRERAS, MATTHEW D.	\$ 13,864.76
DELGADO, JESSE R	\$ 10,385.97
DIVENS, CHRISTOPHER F	\$ 6,001.33
DUNCAN, JEFFERY D	\$ 2,249.21
DUNN, CHRISTOPHER STEVEN	\$ 3,308.51
ELLIOTT, MATTHEW BLAINE	\$ 8,035.90
FOSS, WARREN E.	\$ 8,104.20
FOSTER, CHRISTOPHER R.	\$ 5,830.77
GARTNER III, JOSEPH	\$ 1,087.70
GORDON JR., LINGTON	\$ 22,690.40
GOSHIA, JAMES B	\$ 4,331.38
GRACE II, TIMOTHY P	\$ 3,875.90

<b>NAME</b>	<b>AMOUNT</b>
GUERRERO, CHRISTOPHER B	\$ 5,357.21
GUERRERO, MARK A.	\$ 13,624.24
HALLMAN, THOMAS SCOTT	-
HARNISH, ANTHONY MICHAEL	\$ 14,774.18
HARRIS, CRAIG ROLLIN	\$ 4,951.12
HAYDEN, CHARLES B	\$ 7,411.07
HOLTZ, MARK L.	\$ 21,986.51
HOSTETLER, LEE FREEMAN	\$ 3,074.26
HUYNH, THUCVU QUOC	\$ 18,651.37
JAMES, MARK A	\$ 60.24
JOHNS, DAVID B.	\$ 9,517.43
KEATE, MICHAEL W.	\$ 13,950.77
KRISHNA, MADHU	\$ 8,072.07
KUBO, SHANE T.	\$ 9,223.08
LANE, STEVEN A	\$ 5,524.80
LIN, AUSTIN J.	\$ 5,959.19
LINDQUIST, CRAIG A	\$ 10,771.10
MAHARAJ, ARUN P	\$ 2,830.00
MANCHESTER, PAUL S.	\$ 15,649.95
MARKS, CHARLES M.	\$ 13,040.55
MCKERNAN, CHRISTOPHER P	\$ 9,999.40
MCKERNAN, GREGORY P	\$ 1,163.78
MELESURGO, LORI DYANNE	\$ 7,238.79
MENDIOLA, JOSEPH F.	\$ 11,123.17
MILLER, LANE HOWARD	\$ 2,338.76
MURRILL, JESSE MILES	\$ 15,069.36
NEUHERZ, SCOTT ANTHONY	\$ 3,577.26
O'BRIEN, PATRICK KEVIN	\$ 534.98
OCHOA, ANTONIO V	\$ 21,716.41
O'CONNELL, THOMAS DANIEL	\$ 1,908.01



<b>NAME</b>	<b>AMOUNT</b>
ORLANDO, LAWRENCE A	\$ 5,856.77
PAGTULINGAN, TIFFANY QUIVA	\$ 29.74
PEXTON, STEVEN E.	\$ 5,877.75
PHUNG, MINH H.	\$ 16,498.81
POPIEL, STEVE JOSEPH	\$ 983.02
PRITCHARD, ROBERT J	\$ 7,917.31
QUIJADA, BRANDON PAUL	\$ 14,458.56
RAMBIS, RANDALL C	\$ 3,443.92
RICHMOND, NATHAN ALEXANDER	\$ 3,785.18
ROBERTS, BRYANT J	\$ 2,971.09
RYKER, DAN W	\$ 960.67
SAN PEDRO JR.,LEONARDO D	\$ 432.82
SANDERS, JOHN L	\$ 10,727.85
SAVAGE, MATTHEW DOUGLAS	\$ 5,444.94
SIMPSON, KEVIN J	\$ 4,893.30
SLADWICK, JOSHUA A.	\$ 7,854.88
ST CLAIR, CHAD MICHAEL	\$ 1,154.57
SUYEDA, ROBERT F	\$ 1,690.12
SYLVIA, MARCO PAULO	\$ 4,228.68
TAPIA-LOPEZ, BULMARO	\$ 6,419.26
TAYLOR, CHRISTOPHER ARTHUR	\$ 20,490.98
TOMARO, KURT ANTHONY	\$ 10,796.70
TORRES, PAUL A	\$ 5,526.56
TSOSIE, JACOBSEN	\$ 3,589.89
TUCKER, JAMES R	\$ 10,723.34
VALDEZ, ANTHONY D	\$ 4,931.37
VARNER, RICHARD F	\$ 4,062.87
VELOZ, RICHARD G.	\$ 1,732.38
VENTURA, BAYANI ALBINO	\$ 8,077.29
VITARELLI, MICHELE A	\$ 7,659.78

NAME	AMOUNT
WATERHOUSE, PHILIP J	\$ 5,184.53
WEBB, JUSTIN LEWIS	\$ 5,301.18
WHITFIELD, JASON MICHAEL	\$ 239.72
WHITNEY, JEFFREY A	\$ 3,691.32
WIERZBICKI, JOSEPH C.	\$ 2,596.28
WILLIAMS, JOHN R.	\$ 86.86
WOERNER, CHRIS CHARLES	\$ 11,180.67
	<b>\$ 616,990.38</b>

## Unit 6

NAME	AMOUNT
ALEJO, RALPH A.	\$ 4,681.26
ALIGO, LAWRENCE S	\$ 1,382.40
ALLAN, JAMES K	\$ 199.57
ALLEN, DANIEL WILLIAM	-
ARRIGHI, JASON DANIEL	\$ 924.29
AUERBACH, ALEXANDRE L	\$ 284.08
BANUELOS, ESTEBAN	\$ 1,785.74
BARBA, DOMINIC CHRISTOPHER	\$ 4.05
BEDELL III, EDWARD S	\$ 3,650.83
BEGLEY, GARY M	-
BELTRAN, JORGE M.	\$ 3,550.48
BEZERRA, CHRISTOPHER JOHN	\$ 1,636.48
BILLINGSLEY, JACOB WILLIAM LAWRENCE	-
BLANCHETTE, ROBERT D	\$ 67.92
BLASQUEZ, PAUL E.	\$ 256.57
BLEVINS, PATTI L	\$ 676.45
BOBIAS, DANIEL H.	\$ 12,377.59
BOUGHTON JR., CHARLES ANTHONY	-

NAME	AMOUNT
BRADBURY, BRIAN CHRISTOPHER	\$ 510.68
BRICKMAN, BRIAN M	\$ 530.44
BUTLER, JOHN JOSHUA	\$ 256.73
CABRAL, DANIEL JOHNATHAN	\$ 2,274.26
CADENA, JOSE FRANCISCO	\$ 4,607.20
CALIBOZO, HENRY A	\$ 5,981.20
CALVO, DOMINIC FRANCISCO	\$ 23.28
CARDOZA, DAVID M	\$ 7,541.85
CARLSON, BRIAN PATRICK	\$ 5,162.56
CARRILLO, FELIPE	\$ 20,291.94
CARTER, BRYAN JOE	-
CASAS, CONRADO M.	\$ 620.04
CASTRO JR., PEDRO	\$ 4,226.81
CASTRO JR., REINALDO	\$ 1,438.68
CHALOUX, MORGAN DYLAN	\$ 1,477.15
CHELL, BRYAN JOSEPH	\$ 22.11
CLARK, TANNER ROBERT	\$ 2,557.60
CONTRERAS, ROGER	\$ 4,605.28
CORMAN, BRETT R	\$ 84.29
CORREIA, DOMINGOS A	\$ 293.80
DAUENHAUER, LARRY C	\$ 226.63
DEAN, ERIK M.	\$ 140.37
DESTAILLATS, JON M	\$ 1,412.30
DIAZ, CESAR	\$ 9,462.29
DOMONDON, NOEL C.	\$ 7,767.92
DOYLE, PAUL	\$ 4,858.92
DUDLEY, JAMES RUSSELL	\$ 409.98
ESTAVILLO, EDWARD W	-
ESTRELLA, DAVID C	\$ 2,131.50
FARFAN, TOM J	\$ 84.46

NAME	AMOUNT
FARIA, MICHAEL JOSEPH	\$ 1,874.29
FAUGHT, CHRIS	\$ 179.31
FERNANDEZ, JOSE MANUEL	\$ 5,437.10
FERRARIS JR., ARMANDO M.	\$ 1,743.12
FITZPATRICK, KENYATTA JEROME	-
FLEXEN, CRAIG	-
FOSTER, CHRISTOPHER R.	\$ 1,267.91
FRANCISCO, PHILIP R.	\$ 4,817.10
FUENTES, LUPE	\$ 121.81
GAONA, CARLOS T	\$ 114.71
GARCIA JR., JUAN	\$ 1,642.58
GARCIA, SERGIO P	\$ 513.36
GARDEA, ARMANDO J	\$ 54.73
GAXIOLA, ALBERT J.	\$ 3,013.31
GECAINE, EDDIE SON	-
GENCO, DANIEL K.	\$ 5,700.29
GERMANO, NICHOLAS L.	\$ 1,747.41
GIBBS, CHRISTOPHER RAY	\$ 16.61
GRACIANO JR., JOHN T	\$ 323.97
GRAY III, CHARLIE LEE	\$ 1,885.30
GRIBBEN, ERIC DAVID	\$ 4,626.20
GRIFFIN, ROBERT C.	\$ 66.70
GUAJARDO, ALFREDO	\$ 2,007.71
HALL, ROBBIE T	\$ 577.16
HELDT, THOMAS E	-
HERNANDEZ JR., JESUS	\$ 519.88
HERNANDEZ, SAMUEL R.	-
HERNANDEZ, TZIRAHUEN MARIN	\$ 3,703.47
HILL, MATTHEW L	\$ 5,263.37
HOLLYWOOD III, DANIEL J.	\$ 389.24

NAME	AMOUNT
HOSTETLER, LEE FREEMAN	\$ 1,923.37
HSUEH-MARTIN JR., JOHN N	\$ 2.63
IBARRA, RICARDO	\$ 8,925.64
JAMES, MARK A	-
JIMENEZ, ESTEBAN A	\$ 250.29
JOHNSON, DANIEL CHRISTOPHER	\$ 23.28
JOHNSTON, CHARLES E	\$ 1,313.53
JONES, GARETH BARRY	-
JUAREZ SANCHEZ, CARLOS JULIAN	-
KHOURY, ANTHONY GEORGE	-
KODAMA, JASON AKIRA	\$ 6,397.31
KODAMA, JEFFERY Y.	\$ 4,377.99
KOEPPLIN, GRANT JUSTIN	\$ 3,085.17
KORN, DONALD G	-
LARA, DAVID A	\$ 1,570.82
LARKIN, TREVOR D	\$ 199.85
LEAMAN, ANTHONY J	\$ 3,254.26
LEON, GILBERT V	-
LEWANDOWSKI, JAMES A	\$ 6,965.62
LINAFELTER, GARY M	\$ 4,052.89
LOPEZ, OLIVIO B	\$ 260.97
LUFKIN, DARREN W	\$ 9,387.98
LUNA III, JOSEPH G	\$ 745.41
LUNA IV, JOSEPH ROBERT	\$ 2,208.53
MANIGLIA, RONALD G	-
MANUEL, LUKAS ANDREW	\$ 410.33
MARTINEZ, CARLOS	\$ 1,473.60
MARTINEZ, JULIAN T	\$ 417.99
MCCULLOUGH, THOMAS ALAN	-
MCDOWELL JR.,DENNIS E	-

NAME	AMOUNT
MELGOZA, JAVIER	-
MILAZZO, BRYAN M	\$ 79.52
MILLER, JACK D	\$ 6,780.54
MITCHELL, CHARLES K	-
MONTEIRO, CARLOS A	\$ 439.82
MORASH, JAMES K.	\$ 2,965.93
MORENO, DANIEL C	\$ 8,467.46
MORENO, GABRIEL A.	\$ 2,916.90
MYERS, CLIFF J	\$ 6,461.39
NAJAR JR., RAMON J.	\$ 5,711.46
NAKAMURA, KRAIG KIYOSHI	\$ 2,545.13
NIEVES, VICTOR TODD	\$ 3,517.60
O'DELL, TODD R	\$ 5,210.28
OREJEL GARCIA,ROBERTO	-
ORENDAIN, JOSE S.	\$ 544.63
ORR, CHRISTOPHER ROBIN	\$ 3,367.85
OSUNA, MOISES F	\$ 38.86
PANTEL III, HOWARD WILLIAM	-
PENVENNE, PERRY T	\$ 1,677.84
PEREIRA, STEVEN W	-
PEREIRA, VINCENT WILLIAM	\$ 3,989.20
PERRAULT, EVERETT GASPAR BRAVO	\$ 32.37
PERRY, ROBERT MANUEL	\$ 53.09
PETERSON, SEAN P	\$ 6,985.23
PICARD, GARRICK R	\$ 132.81
PINHEIRO, JUSTIN JOSEPH	\$ 2,466.78
PINHEIRO, PAULO	\$ 358.65
PLACENCIA, JASON A.	-
RAMIREZ AMADOR,FELIPE U	\$ 4,396.96
RAMOS, ROBERT A	-

NAME	AMOUNT
RASUL, JACOB J	\$ 5.40
REED, CODY AUSTON	\$ 1,473.83
REED, DAVID A	\$ 290.61
REED, MICHAEL R	\$ 84.29
REGALA, TREVEN MARC	\$ 3,728.19
RESENDEZ, BENITO J	-
REYES JR., FIDEL G	\$ 105.52
REYES, MICHAEL STEPHEN	\$ 361.03
REYES-LOPEZ, GILBERTO PABLO	-
REYNOLDS, CONRAD Q	\$ 9.01
RIVERA, ANTHONY J.	\$ 5,480.88
RODRIGUEZ, PETER LOUIS	\$ 1,857.12
ROMAGNA, MARK P	\$ 1,223.62
ROSA, CHRISTOPHER J	\$ 266.38
ROSA, EVAN J.	\$ 103.67
SALINAS, RAMIRO E	\$ 417.94
SARVER, LARRY STEVEN	-
SILVEIRA, LUIS ALBERTO	-
SLADWICK, BRIAN D.	\$ 4,251.32
SLADWICK, JOSHUA A.	\$ 968.55
SNYDER, DONALD D	\$ 1,248.37
SOLIS, EDUARDO P	-
SOTO, PETER RICKEY	\$ 141.37
SOUMOUNTHA, ALBERT VIJAYA	\$ 37.13
SOUSA JR., JOHN SOARES	-
SOUZA, JOSEPH EDWARD	-
SPEARMAN, LAWRENCE ALBERT	\$ 1,359.58
STAGI, MARCUS REY	\$ 3,227.91
TAMONE, BROOKS LOUIS	\$ 1,137.95
TEIXEIRA, TOM S	\$ 504.74



NAME	AMOUNT
TILLMAN, RONNIE S	-
TON, EDWIN G.	\$ 1,704.01
VALADEZ, CRUZ	\$ 1,046.73
VALDEZ, LEONEL	\$ 7,197.84
VERGANO, VINCENT P	\$ 814.52
VILORIA, JOE Q	-
WARE, WILLIAM W	\$ 1,110.89
WIELER JR., GRANT DUBREUILLE	-
ZENDEJAS JR., MIGUEL A.	-
	<b>\$ 334,630.78</b>

## Units 5, 7 and 8

NAME	AMOUNT
ABERNETHY II, DOUGLAS F	\$ 2,093.99
ADAMS-MCCANN, BERNADETTE	-
ADIB, OMEED	-
AGRAWAL, NIMISHA	\$ 53.85
AKIN, LINETTE	\$ 996.34
ALHAZ AKAYDIN, NEVIN	-
ALTAMIRANO, KRISTIN N	-
ALVAREZ, KATTY LIZA	\$ 206.87
ALVES, JEANNINE THERESE	-
ALVES, VICTOR GEORGE	\$ 352.42
ANDRADE, TATIANA LORENA	-
ARMAS, JOSE F	\$ 2,092.80
ARTERBURN, STEPHAN PAUL	\$ 10,228.95
ASUNCION, DIANE FORONDA	-
AVALOS VILLALOBOS, ROSA E	\$ 310.70
AZCONA, CARLOS ENRIQUE	-

NAME	AMOUNT
BALQUIEDRA, EDWIN SANCHEZ	\$ 272.23
BARNES, STEPHANIE A	\$ 776.05
BARRET, MEAGAN CHRISTINE	\$ 4,297.55
BATES, ANNA KATRINA M	\$ 48.42
BEAULIEU, MILEE N	-
BENDANILLO, HAYLEY	-
BHAGAT, PAYAL	\$ 177.92
BHASKARAN, SHANTI	-
BILLINGSLEY, RONALD S	\$ 560.76
BLANCHARD, LINDA A.	\$ 2,232.24
BLANDFORD SR., CHRISTOPHER J	\$ 1,486.41
BLIGHT, BEN J	\$ 98.83
BLUMENSON, MARIA FATIMA	\$ 2,443.40
BOBIAS, DANIEL H.	\$ 480.65
BOGAN, VERONICA D	-
BOTTELLI, MARY LEE	\$ 297.25
BOYLE, MARY E	-
BRICE, SALLY S	\$ 4,853.52
BRITTON, JEFFREY P	\$ 3,864.81
BROOKSHIRE, HILLARY J	\$ 76.42
BROWN, GARRETT M	\$ 2,865.91
BROWN, KAREN L	-
BROWN, LESLIE S	\$ 790.15
BROWN, VOULA D M	\$ 98.52
BRYANT, DEREK ALAN	-
BUNCE, KATHY M.	-
BUSSEY, RONDI J	-
BUSTOS, REBECCA ANN	\$ 786.66
CABADA ,HORACIO A.	\$ 955.19
CALLEJON, CHARLES J	-

<b>NAME</b>	<b>AMOUNT</b>
CALNAN, JAMIE MICHELLE	\$ 552.95
CANTER, ANTHONY B	\$ 11,197.92
CAO, HONG M	\$ 11.99
CARAVALHO, JENNIFER LEIGH	-
CARNESECCA, ANTHONY EDWARD	\$ 833.27
CARROLL, CHRISTOPHER JAMES	\$ 55.20
CARTER, BRYAN JOE	\$ 4.05
CARTER, JESSICA A	-
CARTER, KATHERINE L	\$ 82.04
CASEM, RICHARD P	-
CASEY, TAJINA EMI	\$ 59.35
CASTILLO, JOEL V	\$ 3,702.13
CASTILLO, VICTORIA ALYSSA	-
CASTRO JR., REINALDO	\$ 585.96
CASTRO, IRENE SOLIS	-
CASTRO, MINETTE B	-
CHAIRESZ, DIANA M.	\$ 5,894.02
CHAKALIAN, ANGELA MARIE	-
CHANG, ADA	\$ 350.92
CHAVES, WILLIAM J	\$ 3,777.05
CHEN, DEBBIE Y.	-
CHEN, YEN H	\$ 672.01
CHIN, ALLEN	\$ 635.13
CHIU, KELLY QUINN	\$ 21.96
CHOI, YONG NAN	\$ 83.29
CHOU, YU-LAN MARGARET	\$ 65.85
CHRISTIAENS, CODY DEAN	-
CHUNG, REBECCA	\$ 89.57
CHUNG ,RICHARD	-
COELHO, LINDA A	-

NAME	AMOUNT
COOK, TYLER E.	\$ 86.73
CORNELIUS, KEVIN L	\$ 37.20
COTE,AMY LORRAINE	-
COUNCIL, LAUREN E	-
COX,ARIELLE ROMERO	\$ 507.42
CREMER, MARCELLA D.	\$ 2,164.00
CRNOGORCEVIC, IKSIIA	\$ 36.36
CUCUZZA, SUE I	-
CUMMINGS, IZUMI T	-
CURREN, TERA LINDA	\$ 4.10
DALE, ANDY W	\$ 406.19
DAMIAN, NELSON M	-
DANG, TRAC CONG	-
DAUENHAUER, JENNIFER R	-
DE,ASOKE KUMAR	\$ 18,367.40
DEJILLO, LORNA TEJADA	\$ 95.45
DEMPSEY, WILLIAM GERARD	\$ 99.38
DENG, RU WEN	\$ 609.49
DESOUSA JR., FRANK L	\$ 2,506.67
DEVRIES, GENEVIEVE G	-
DHAKNI, ERIC IMRAN	\$ 548.32
DIATTE, SUSAN A	\$ 50.12
DOAN, CHRISTINE HUONG DIEM	-
DODGE HERNANDEZ, VIVIAN MARIE	\$ 361.96
DOYLE, GARRETT A	\$ 812.77
DUERKSEN, ANNETTE YVONNE	\$ 17.92
DUHAIN, KRISTIN KATHERINE	\$ 2,434.96
DUQUE, ARISTOTLE A	\$ 1,319.13
EAM, LYHAK	-
ELIX, ADAM MICHAEL	\$ 117.52

NAME	AMOUNT
ELIZONDO, MARY REBECCA	-
ELLIOTT, ELIZABETH S	\$ 249.52
ENTIZNE, STEPHANIE EILEEN	\$ 12.17
ERSAHIN, SEDEF	\$ 38.46
ESQUIVEL, CAMELIA M	-
FAZZI, WINDY LEE	\$ 2,561.90
FENG, LIN	\$ 4,027.19
FERNANDEZ, DEBBY L	\$ 437.85
FERNANDEZ, ROBERT NULLAR	\$ 70.62
FERNANDO, MAYEEN GEROZAGA	-
FIGUEROA, GABRIEL ABACU	-
FONG, FELIX S	\$ 94.18
FRANCIS, TAMRA LIN	\$ 878.72
FRANCISCO, PHILIP R.	\$ 1,696.21
FULK, CHERI L	\$ 1,927.14
FURSH, MARILYN G	-
GALLEGOS, JOSE F.	-
GAONA, DAWN D	-
GARAY, ZORAYA AMALIA	\$ 2,288.26
GARCIA, LYNN C.	\$ 942.44
GAWRONSKI, REBECCA MARIE	-
GECAINE, EDDIE SON	-
GENTRY, JASON E.	\$ 1,331.68
GEORGE, RANDALL B	\$ 2,867.55
GIANATASIO, WILLIAM G	\$ 59.83
GILLETTE, HUE PHUNG	-
GOMEZ, DARLENE A.	-
GOODMAN, GWENDOLYN C.	-
GOODSON, TEMANI CHIEKO	-
GOSS, JAMES E	\$ 3,253.59

NAME	AMOUNT
GRAHAM, MARK L	-
GREENWOOD, ROBERT M	\$ 146.45
GREGG, JENNY S	-
GRESHAM, NICOLE C.	\$ 1,159.65
GRZAN-PIERACCI, MAUREEN MICHELLE	-
GUARDADO, YESENIA	\$ 54.66
GUPTA, SHIKHAR KUMAR	\$ 56.66
GUTIERREZ, JORGE LUIS	-
GUTOWSKI, STEPHANIE	-
GUZMAN, JENNIFER MARIE	-
HANEL, MARY A	-
HANSEN, DOUGLAS A.	\$ 4,775.87
HARDWICK, AHCOMB R	\$ 249.60
HARRISON, ROBERT J	\$ 44.09
HARRISON, RYAN I	-
HARROLD, DOUGLAS E	-
HAWKINS, JASON ISAAC	\$ 120.90
HAYES, MARIA O	-
HAYSE, DENNIS EDWARD	\$ 67.96
HENG, CHRISTINE CHENG	-
HERB, JENNIFER V	-
HEREDIA-ALONZO, LAURA	\$ 4.24
HICKEY, KARIN L	\$ 1,409.22
HICKEY, TIMOTHY A	-
HILL, JEAN-PAUL	\$ 890.41
HILLEY, SAMIRA	\$ 6.12
HONDA, SHELTON S	-
HOSHIZAKI IWATA, GAIL MARI	-
HOYE, FOREST B	\$ 911.17
HSIAO, HUI-SHIN	-

NAME	AMOUNT
HSU, JOYCE C	-
HUGHES, KATHLEEN SMILEY GUMMOW	\$ 2,861.69
HUGHES, RACHEL ANN	-
HUNT, FRANCINE M	\$ 3.65
HUYNH, DAN HUU	\$ 8.19
HUYNH, JESSICA H	-
HUYNH, LIEM CONG	\$ 3,356.42
HYATT, SUZANNE T	-
HYSON, AIMEE J	-
ICHIHO, GAYLE M	\$ 1,012.88
IVERS, SHEILA L	\$ 235.45
JAISINGH, VEENA	\$ 7.53
JANZING, RONALD M	\$ 4,874.54
JARVIS, NICOLE MARIE	\$ 50.83
JIMENEZ, LUIS A.	\$ 87.38
JOHNSTON, CODY R	\$ 81.61
JUESEKUL, CHRISTOPHER TULA	\$ 165.92
KACHMANIAN, JOHN G.	\$ 61.05
KADAM, JASHMA A	\$ 1,648.56
KAWADA, JON Y	-
KAZLAUSKAS, ROBERT S	\$ 218.27
KELLER, VERONICA GARCIA	-
KEPPEL, LUCY A	\$ 580.00
KERACHIAN, ELAHEH	\$ 609.33
KETTNER, ROBIN D.	-
KHEYFETS, KONSTANTIN YUR'YEVICH	\$ 1,309.89
KLINE, MARY K	\$ 162.17
KMETZ, KEVIN CHARLES	\$ 138.39
KOEPPLIN, GRANT JUSTIN	\$ 4,876.36
KOMENOVICH JR., ROBERT J	\$ 2,743.89



<b>NAME</b>	<b>AMOUNT</b>
KONDOS, PAULETTE R	\$ 87.71
KUMARLLEMOS, GAURAV	-
LA PLACA, ROBERT J	\$ 2,159.08
LACEY, SHAUN MICHAEL	\$ 75.27
LAIGO, KIRK DOMINIQUE SANTOS	\$ 359.00
LARA, YOLANDA ANTONIA	\$ 53.28
LAUGHLIN, SHARON M	\$ 15,086.48
LE, CHANH M	-
LE, KET Q	\$ 130.37
LE, MARIA LINH THUY	-
LE, STEVE NGHIA HOANG	\$ 169.44
LEE, CHERYL CAROLYN	\$ 277.15
LEE, KAR HANG	-
LEIJA, BEATRICE ARACELI	-
LEY, SIU LI	\$ 3.03
LEYERLE JR., HAROLD E.	\$ 1,297.26
LINGGI, KATHRYN M	\$ 152.10
LITZNER, SCOTT A	\$ 861.51
LOPEZ, HILDA B	-
LOPEZ, MAYRA	\$ 121.21
LOREDO, AMBER NICOLE	-
LUU, DUC T	-
LUU, HUNG T	\$ 21.43
LY, MICHAEL	\$ 408.05
MACKENZIE, LESLIE C	\$ 109.46
MALKO, KELVIN R	-
MANUEL, LANE ALAN	\$ 1,770.84
MARASIGAN, LOURDES PINEDA	\$ 18.25
MARDINI, RANIA	\$ 106.18
MARINIUK, SERGEY OLEGOVICH	\$ 0.22

NAME	AMOUNT
MARSHALL, HERBERT J.	\$ 11.71
MARTINEZ, CARMEN MARIA	-
MASADA, KAREN A	-
MAZZONE, JAMES A.	\$ 1,101.31
MCAVOY, JAIME LEANNE	-
MCDOWELL, CAROLYN M	\$ 1,078.91
MCGILL, ANNA CECELIA	\$ 770.42
MCGINLEY, JAMES A	\$ 2,028.22
MCGUIRE, DOUGLAS B	\$ 201.08
MCMILLAN, TIMOTHY ANGUS	\$ 276.61
MCWILLIAM, GINA M.	\$ 508.11
MEI, JIEWEN	\$ 47.05
MELGOZA, MOISES	-
MENDOZA, RENALDO D	-
MESLO, MELISSA ANN	-
MIER, RODERICK G	-
MILLER, JON D	\$ 174.79
MILTON, ARIANNA NICOLE	\$ 35.59
MIRANDA, INGRID M.	\$ 250.25
MO, FANGBIN	\$ 527.51
MOHAMMED, ZULEEKA SUFIAN	-
MOLINA, CLAUDIA RODRIGUEZ	-
MONCUR, STEVE PAUL	-
MONGEON, SHERYL A	\$ 43.85
MORENO, ROBERT L.	\$ 75.54
MORGIA, AMELIA S.	\$ 18.44
MORIN, PATRICK F	\$ 300.24
MORTENSEN, FRANZ	\$ 720.80
MOYA, SHANNON IAN CAPILI	\$ 612.77
MUNIZ, SAL	-

<b>NAME</b>	<b>AMOUNT</b>
MUNOZ, IRMA	\$ 4,219.99
NALLAMOTHU, PRASAD M	\$ 289.77
NAVARRO, ASHLEY CELENE	-
NELSON, CANDY SUE	\$ 77.86
NG, MEI IENG	\$ 977.48
NGO, TUYEN THANH	\$ 254.17
NGUYEN, HOA D	-
NGUYEN, MIA UYEN	\$ 95.45
NGUYEN, MONICA T.	\$ 197.54
NGUYEN, THU PHAM T	-
NGUYEN, VINHLOC QUANG	\$ 65.57
NICHOLAS, TAMELLA FAYE	\$ 97.21
NICHOLS, ALLEN DALE	\$ 262.16
NICSEVIC, JOSEPH C	-
NIEVES, VICTOR TODD	\$ 93.27
NOOR, FAIAZ UN	-
OBA, DARRICK M	-
OBERST, GERALD P	\$ 1,039.63
OCANA, ANGELA L	\$ 220.01
OESCHGER, DAVID V	\$ 3,445.32
OLEJNIK, MICHAEL THOMAS	\$ 152.92
ORR, PHILIP M	\$ 667.52
PACHECO, SANDRA P	\$ 45.13
PADILLA, JUAN SALVADOR	\$ 92.30
PAK, PAUL D	-
PALACIOS, MATTHEW R	\$ 32.86
PARTOLAN, ROSEMARIE L	-
PAUL, ANDREW NICHOLAS	\$ 9.39
PAUL, ELLEN AMELIA	\$ 31.48
PEARCE, EMELIE A	\$ 361.22

NAME	AMOUNT
PERCY, AYDEN	\$ 28.72
PEREZ, MARISSA PASION	-
PERSHING, MORGAN R.	\$ 49.06
PHAM, LIENG DOANH	\$ 8.50
PHAM, MADELEINE NGOC	-
PHUNG, ELAINE	\$ 12.14
PIKSAYKIN, YURIY P.	-
PRADA-BAEZ, LINA M.	\$ 49.10
PREET, KAWAL	-
PRESLEY, HOURI	-
QUANZ, CHARLES V	\$ 5,408.11
RAMIREZ, ISMAEL R	\$ 302.13
RAMOS, NILDA M	\$ 18.14
RANGEL, BRIANNE A	\$ 93.04
REIGEL, LAURA CONTESSA FUTRELL	\$ 0.06
REINECKER, SYLVIA RUTH ALITA CASABAR	\$ 921.49
REVINO, MELISA J.	\$ 2,286.21
REYES, ROWENA	\$ 3,934.23
RIDAD, VALENTINA MARAMAG GUZMAN	\$ 13,292.97
RIVAS, LINDA S	\$ 40.45
ROBLES, PAMELA A	\$ 304.80
ROJAS, PERLA DALILA	-
ROMERO, LORENA S	-
ROSE, PATRICK M.	\$ 1,913.36
ROSS, STEPHANIE S.	\$ 925.79
RUNYON, BRENT R.	-
RYAN, CATHERINE ELIZABETH	\$ 357.40
RYAN, TERI LYNN	-
SALISBURY, JAYMI LYNN	-
SANCHEZ, DAVID J.	\$ 2,202.68

NAME	AMOUNT
SANCHEZ, ELVIA	-
SANCHEZ, JOHN M	\$ 2,473.23
SANDERS, NATHAN J	\$ 274.86
SANTISTEVAN, JENNIFER ANN	-
SAPORITO, GINA DENISE	-
SAPP, VICKI S	\$ 43.10
SARI, NOVIANI	\$ 1,515.43
SCHLOSSER, JOHN H	\$ 402.39
SCHMIDT, RACHEL GAIL	\$ 21.17
SCHWILK, JEFFREY J	\$ 619.61
SEGURA, JEANETTE NICOLE	\$ 68.07
SEPULVEDA, MARK A	-
SHADDLE, ROBIN S	\$ 35.52
SHELTON, JENNIFER PARICHUTT	\$ 316.68
SHILES, DIANA L	\$ 950.93
SHULTZ, JEFFREY CHARLES	\$ 1,858.59
SILFER-HOUK, ANN	-
SILKE, JODY M	-
SILVA, SUZANNE RENEE	\$ 176.08
SILVEIRA, JENNIFER A.	\$ 5,581.27
SIOXSON, NOEL SAMONTE	\$ 7,534.18
SLADWICK, BRIAN D.	\$ 1,275.63
SMITH, SOPHIA MARTHA	\$ 805.33
SOK, KHENG	\$ 148.15
SOTO, DIANA LYNN	-
SOUZA, JAYNE DIVERS	-
SPINK, WILLIAM E	\$ 5,189.64
STEFFANI, PHILIP C.	\$ 234.58
STERLING, ASHLEY ANN	-
STIBBARD, ROBERT K	-

<b>NAME</b>	<b>AMOUNT</b>
STOCKDALE, DOUGLAS ALLAN	\$ 74.73
STONE, WENDY L	\$ 41.07
SURIAGA, EDWARD D	\$ 648.09
SWANSON, STEPHEN P	-
SYLVIA, CHRISTINE E	\$ 3,741.35
TACHELLA, NANCY ANNETTE	\$ 624.59
TAKEMOTO, LAURA	-
TAN, FRANCES VALYA	\$ 63.84
TANAKA, DONNA LOU	-
TANG, CHENG YIAO	-
TATAPUDY, PRABHA R	-
TAYLOR, TODD M	\$ 29.24
THAO, MAYLAN	-
TING, RENEE I	\$ 30.95
TO, EDDY TIN SUNG	-
TOSTE, LINDSEY DIANE	\$ 30.86
TOTT, HERMAN WILLIAM	\$ 7,771.77
TRAJICO, CHARITY A	\$ 102.98
TRAN, ANNE KATHERINE	-
TRAN, DAVID DUNG	\$ 3,874.81
TRAN, DUY NGOC	\$ 38.54
TRAN, KHOI ANH	-
TRISTAO, MEGAN STROUP	\$ 38.08
ULRICH, ERIN M	\$ 176.72
VALENTUKONIS, ROBERT R.	-
VALENZUELA, MEGAN EVONNE	-
VAN DEVENTER, EDWARD A	\$ 788.02
VAN DYCK, ERICA STEPHANIE JUE	-
VASQUEZ, MICHAEL N.	\$ 853.78
VELASCO, NANCY L	-

NAME	AMOUNT
VELASCO-GONZALES, MARIA THERESA	-
VERMA, SUPRIYA	-
VIDUNAS, JAMES GEORGE STASCAK	\$ 17.00
VILLEGAS, LORENZO	\$ 3,652.64
VINCENTI, ANGELINA	\$ 197.68
VINECKE, DENISE A	\$ 73.80
VIRASAK, PETER	-
VIRAY, MYKE PHILIPPE BRILLANTES	-
VIZCARRA, ARTHUR C	\$ 22.24
VON KUGELGEN, MALLORY ARNALL	-
VUONG, JENNIE	\$ 337.13
WARNARS, RAFLES C	\$ 451.72
WARREN, REBA L	\$ 98.55
WASTERLAIN, JUSTIN	\$ 16.74
WATTS, DOROTHY ALLYSON	\$ 183.91
WEI, TERESA	-
WELT, ELLEN SUZANNE	\$ 140.89
WIATRAK, JAMES GEORGE	\$ 2,933.63
WIER, ELLIOT G	\$ 606.06
WILKINS LEE, COREY LYNN	\$ 6.25
WILSON, ANGELIQUE REGINA	-
WU, CECILIA KAI	\$ 46.57
WU, JENNIFER JUNG HEE	\$ 0.02
YATES, TAWNIE	\$ 36.85
YIP, GENEVIEVE	\$ 174.84
YORK, ALEXZANDRIA ESSENCE	-
YOUNG, NICOLE M	\$ 125.01
ZADEL, LAURA A	-
ZAMARRIPA, FAUSTO C.	\$ 33.22
ZAMORA, CARMEN V	\$ 10.97



NAME	AMOUNT
ZEMEDE, SENAIT	-
	<b>\$ 295,331.58</b>

## Unit 10

NAME	AMOUNT
ANTHONY, ROBERT M	\$ 4,052.41
AQUINO, CAROLINE M	\$ 1,250.08
ARREOLA, FELICIA M	\$ 253.72
ASHLEY, KAREN A	\$ 1,266.22
AVALOS, SYLVIA BEATRIZ	\$ 488.64
BLACK, DEANNA G	\$ 8,219.06
BLATZ, KYLEE MARIE	\$ 3,188.71
BUNCE, NANCY C	\$ 783.64
CAMARENA, MARIA CONCEPCION	\$ 130.98
CARLETON, SALLIE BURDEN	\$ 3,118.06
CARON-CLARKSON, JAMIE ELIZABETH	\$ 446.40
CARPENTER, TAYLOR L.	\$ 11,920.33
CARRERA, NOELLE J	\$ 428.62
CARTER, JENNIFER LYNN	\$ 1,693.49
CLARK, MICHAEL W	\$ 9,467.40
CLAY, CHRISTINA M	\$ 793.12
CLEVINGER, LOGAN ANN	\$ 4,991.71
COWAN, DONNA G	\$ 6,189.01
CRAMER, ERIKA I.	\$ 29,590.22
CRUZ, VICTORIA LORRAINE	\$ 38.32
CULLEN, JENNIFER L	\$ 7,327.15
DALE, NAOMI B	\$ 11,877.93
DUHAIN, KRISTIN KATHERINE	\$ 1,785.87
EHRlich, ISABEL MARIE	\$ 9,837.75

NAME	AMOUNT
EWING, ERICA MIRANDA	\$ 1,225.76
FAZZI, WINDY LEE	-
FINDLEY, NILIANA DE SOUZA	\$ 2.09
FITZGERALD, ROSANNA P	\$ 9,990.08
FLORES ROCHA, CARLOS EDDIE	\$ 84.76
FLORES, ROBIN D	\$ 3,530.76
FOUGHT, ALLISON DIANA	\$ 4,811.63
FREITAS, JULIE A	\$ 35.54
GAETA, MICHAEL RALPH	\$ 395.01
GARCIA CRUZ, VICTORIA VANESSA	\$ 1,414.37
GROSS, STACY M	\$ 7,725.15
HARARAH, MALIK MOHAMMED	\$ 21.03
HASSNA, KACEY DANIELLE	\$ 99.12
HINES, LESLIE ELENA	\$ 853.45
HIRAHARA, DOUGLAS K	\$ 2,039.36
HONG, JESSICA VEDA	\$ 883.19
HYATT, ANDREW DAVID	\$ 16,049.29
IPPOLITO, AARON LINDSAY	\$ 6,805.19
JACOBS, DAVID A	\$ 6,455.15
JETT III, ROBERT L	\$ 3,085.83
JIRCITANO, REBECCA A.	\$ 8,017.53
KUNZELMAN, JENNIFER MARIE	\$ 53.40
LAFRANBOISE, AMY BRIANA	\$ 1,161.27
LOBITO, GINA M.	\$ 7,111.23
LORETTO, LESLIE	\$ 2,506.25
MANTHEY, KIMBERLY D	\$ 4,930.12
MAUN, JIGNESH D	\$ 270.63
MEDELLIN, TIFFANY N.	\$ 1,634.46
MEDINA, ANDREA SMITH	-
MILJKOVIC, SVETLANA	\$ 209.06

<b>NAME</b>	<b>AMOUNT</b>
MORALES, ALEXIS ARIANA	\$ 200.06
MORENO, LAURA FURNANZ	\$ 15,270.04
MORENO, MELISSA P.	\$ 25,852.41
MORENO, NATALIE D	\$ 13,526.01
MORGAN, MICHAEL T	\$ 3,569.07
MORTWEET, MACY R	\$ 164.36
MOYE, KRISTEN ANN	\$ 4,079.37
MUNOZ, CARLA M	\$ 2,641.24
NIELSEN, MELISSA FAITH	\$ 712.27
OKAMURA, MICHELLE K.	\$ 2,348.83
OLIVEIRA, ELIZABETH S	\$ 2,843.55
OTO, TY Y	\$ 1,537.16
PALMER, KIMBERLY VINCENZINA	\$ 423.46
PATTON, DEBORAH D	\$ 21,318.13
PLATT, SHANNON MAUREEN	-
POVIO, KATHERINE MARY	\$ 18.21
QUINTERO, ALEX R	\$ 16,459.08
REYES, ALLEN J	\$ 2,474.55
ROBINSON, MICHAEL K	\$ 134.97
ROGERS, KARI LYNN	\$ 805.37
SAWIN, MARY MELINDA	\$ 14,135.16
SCALISE, MERRILEE A	\$ 14,974.66
SCHILLER, CHRIS A	\$ 16,669.02
SIRLES, KIMBERLY J	\$ 1,415.69
SOO, VIRGINIA L	\$ 923.14
STEINWANDT, BRIANNA LEIGH	\$ 913.06
THOMAS, RACHEL A	\$ 8,400.95
VO, DUYEN D.	\$ 5,868.79
VOGELSANGER, PAUL R.	\$ 4,310.80
VON RAESFELD, NICOLE MARIE	\$ 8,156.82

NAME	AMOUNT
WILCOX, SHANNON BRITTANY	\$ 2,149.24
	<b>\$ 402,835.02</b>

**TOTAL FOR NON-PUBLIC SAFETY PUTATIVE PLAINTIFFS: \$1,649,787.76**

**EXHIBIT E**

JOINT MOTION TO APPROVE SETTLEMENT AGREEMENT AND PROPOSED ORDER

[on following pages]

**EXHIBIT F**  
**NOTICE OF COLLECTIVE ACTION SETTLEMENT: CLAIM FORM & RELEASE TO**  
**PUTATIVE PLAINTIFFS EMPLOYED BY THE CITY OF SANTA CLARA**

*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, 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, as well as not cashing out compensatory time off at the FLSA regular rate. Plaintiffs allege they are entitled to recover unpaid overtime and compensatory time off cash-outs 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 these claims, and believes it already made settlement payments to most employees and former employees 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 for the FLSA overtime hours and compensatory time off hours at issue in this lawsuit. The City nevertheless 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 \_\_\_\_\_, 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 \$2,563,940.26 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' attorney in the amount of \$150,000. By accepting this payment, you are not becoming a Plaintiff in the litigation and are not 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, subject to any City defenses, that the City failed to pay you FLSA overtime due.

**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: \_\_\_\_\_