

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
OCALA DIVISION**

DANIEL GARCIA, <i>et al.</i> ,)	
Plaintiffs,)	
)	CASE NO.: 5:19-cv-00458-JSM-PRL
v.)	
)	
MARION COUNTY, FLORIDA,)	
Defendant.)	
)	

**JOINT MOTION AND INCORPORATED MEMORANDUM OF LAW
FOR APPROVAL OF FAIR LABOR STANDARDS ACT SETTLEMENT**

Defendant Marion County, Florida (“Defendant” or “County”) and Plaintiffs, seventeen Captains who were employed at various times by the County, have reached an agreement that will resolve all claims in the lawsuit, which alleged that the County failed to pay overtime in violation of the Fair Labor Standards Act (“FLSA”), 29 U.S.C. §§ 201 *et seq.* Because the agreement satisfies the criteria for approval of an FLSA settlement, Plaintiffs and Defendant (the “Parties”) hereby request that this Court enter an order: (1) approving the Settlement Agreement, attached as Exhibit A to the Declaration of Sara L. Faulman (“Settlement Agreement”, as a fair, adequate, and reasonable resolution of a bona fide dispute; (2) staying this case for 45 days to permit Defendant to formally execute the Agreement and effectuate payment; and (3) directing the Parties to file, within 45 days, either a stipulation of dismissal or a joint status report.

SUMMARY

On September 18, 2019, sixteen Captains with the Marion County Fire Rescue department filed the instant lawsuit against Defendant, seeking unpaid overtime wages, liquidated damages, and attorneys' fees and costs pursuant to the Fair Labor Standards Act ("FLSA"), 29 U.S.C. § 201, *et seq.* (Doc. 1). On September 24, 2019, Plaintiff Patrick Asselin opted into the suit, bringing the total to seventeen plaintiffs, (Doc. 4), and on October 17, 2019, Defendant answered, (Doc. 10).

As Captains, Plaintiffs worked a regularly repeating cycle of 24-hour shifts, followed by 48 hours off before the next shift. Marion County claims to apply a 14-day alternate work period for its fire fighters covered by the FLSA, with an overtime threshold of 106 hours pursuant to Section 7(k) of the FLSA. *See* 29 U.S.C. § 207(k); 29 C.F.R. § 553.230. Plaintiffs assert that because of the repeating schedules, as well as unscheduled overtime shifts, pre- and post-shift work, and other off-the-clock work, they performed work in excess of the 106-hour overtime threshold for which they were not fully compensated with FLSA overtime (*i.e.*, overtime paid at the rate of one and one-half the employee's regular rate). As a result, Plaintiffs sought back pay, liquidated damages, and attorneys' fees and costs. *See* 29 U.S.C. § 216(b).

The County contends that Plaintiffs were exempt from the FLSA as administrative and/or executive employees. *See* 29 U.S.C. § 213(a). (Doc. 10, Defenses ¶¶ 9-10). However, Plaintiffs dispute that their primary job duties were

exempt managerial/executive or administrative work and contend that their primary job duty was to provide frontline emergency response work. Pursuant to Department of Labor regulations, “[s]uch employees do not qualify as exempt executive employees [or] administrative employees.” 29 C.F.R. §§ 541.3(b)(1)-(3).

As of April 13, 2021, following arms’ length negotiations based on the Parties’ independent damages calculations and review of the record, the parties reached a tentative settlement for the total amount of \$725,000.00, which includes back pay, liquidated damages, and attorneys’ fees and costs. *See* Faulman Decl. at Ex. A. For the reasons set forth below, the Parties respectfully submit that this Court should approve the settlement of Plaintiffs’ FLSA claims as a “fair and reasonable resolution of a bona fide dispute.” *Lynn’s Food Stores, Inc. v. United States*, 679 F.2d 1350, 1354-55 (11th Cir. 1982).

MEMORANDUM OF LAW

When employees bring a private action for violations of the FLSA, the parties must present any proposed settlement to the district court, “which may enter a stipulated judgment after scrutinizing the settlement for fairness.” *Lynn’s Food Stores, Inc. v. United States*, 679 F.2d 1350, 1353 (11th Cir. 1982). Courts must scrutinize proposed FLSA settlements to determine whether they represent “a fair and reasonable resolution of a bona fide dispute.” *Id.* at 1354-55. If a settlement reflects “a reasonable compromise over the issues” that are in dispute, the Court may

approve the settlement “to promote the policy of encouraging settlement of litigation.” *Id.* at 1354.

The decision to approve an FLSA settlement of a bona fide dispute as fair and reasonable lies within the trial court’s discretion. *Lynn’s Food Stores*, 679 F.2d at 1350. In exercising that discretion, courts in the Eleventh Circuit consider the following: (1) the existence of fraud or collusion; (2) the complexity, risk, expense, and likely duration of the litigation; (3) the stage of the proceedings and the amount of discovery completed; (4) the probability of plaintiff’s success on the merits; (5) the range of possible recovery; and (6) the counsel’s opinion. *Dees v. Hydradry, Inc.*, 706 F. Supp. 2d 1227, 1241 (M.D. Fla. 2010) (citing *Leverso v. South Trust Bank of Ala., Nat. Assoc.*, 18 F.3d 1527, 1531 n.6 (11th Cir. 1994)). Additionally, a court reviews “the reasonableness of counsel’s legal fees to assure both that counsel is compensated adequately and that no conflict of interest taints the amount the wronged employee recovers under a settlement agreement.” *Silva v. Miller*, 307 Fed. App’x 349, 351 (11th Cir. 2009)).

When analyzing an FLSA settlement, courts “should keep in mind the ‘strong presumption’ in favor of finding a settlement fair.” *Dail v. George A. Arab, Inc.*, 391 F. Supp. 2d 1142, 1146 (M.D. Fla. 2005) (citing *Cotton v. Hinton*, 559 F.2d 1326, 1331 (5th Cir. 1977)).

I. THE TERMS OF THE SETTLEMENT

Counsel for the Parties have reduced the terms of the proposed settlement to writing. The Settlement Agreement provides that the County will pay a total Settlement Amount of \$725,000.00 to fully resolve the lawsuit, which is divided as follows: (1) \$316,950.10 attributable to Plaintiffs' claims to backpay; (2) \$316,950.10 attributable to Plaintiffs' claims to liquidated damages; and (3) \$91,099.80 attributable to Plaintiffs' claims to statutory attorneys' fees and costs. *See* Faulman Decl., ¶ 4; *id.* at Ex. A at ¶ 1(A), (B), Attachment A. Plaintiffs and their counsel were responsible for determining the allocations among Plaintiffs and determining the distribution of funds, including attorneys' fees. Faulman Decl., ¶ 8; *id.* at Ex. A, ¶ 1(B).

For purposes of computing the gross amount of back pay and liquidated damages, Plaintiffs relied on Defendant's payroll records for each Plaintiff and Plaintiffs' sworn statements and input regarding their off-the-clock overtime work.

In consideration of the payments provided, Plaintiffs will release all their federal overtime claims against the County up through January 4, 2021. The release and the covenant not to sue are set forth in paragraphs 4 and 5 of the Settlement Agreement. The Plaintiffs have been notified of (1) what Plaintiffs are relinquishing by agreeing to the Settlement; (2) the specific amounts each Plaintiff will receive under the Settlement and how and when those amounts will be distributed, including

the amount of fees they will pay from their recovery;¹ (3) how to access Plaintiffs' counsel's website to view each of the other Plaintiffs' recovery under the settlement; and (4) how to submit objections to the Settlement. Faulman Decl. ¶ 9. To date, not a single Plaintiff has submitted an objection to the Settlement, and all Plaintiffs have affirmatively signed the Settlement Agreement.

Under the terms of the Settlement Agreement, upon approval by the Court, the County will formally execute the Agreement and issue payment, at which point the Parties will stipulate to the dismissal of this case with prejudice.

II. THE SETTLEMENT IS FAIR AND REASONABLE

Each of the factors analyzed by courts in the Eleventh Circuit in determining whether to approve an FLSA settlement weigh in favor of settlement approval in this case. *See Dees*, 706 F. Supp. 2d at 1241 (citing *Lerverso*, 18 F.3d at 1531 n.6). The Settlement Agreement should therefore be approved as a fair and reasonable compromise of a bona fide dispute.

1. The Existence of Fraud or Collusion Behind the Settlement

“In determining whether there was fraud or collusion, the Court examines whether the settlement was achieved in good faith through arm's-length

¹ Plaintiffs have entered into individual retainer agreements with Plaintiffs' counsel which contain contingency fee provisions. Pursuant to their retainer agreements with counsel, Plaintiffs will pay less than fifteen percent in fees from the \$633,900.20 recovered on their behalf in back pay and liquidated damages. *See* Faulman Decl., ¶ 10. The County is not a party to these agreements.

negotiations, whether it was the product of collusion between the parties and/or their attorneys, and whether there was any evidence of unethical behavior or want of skill or lack of zeal on the part of class counsel.” *Berman v. GM LLC*, 2019 U.S. Dist. LEXIS 200947, *10-11 (S.D. Fla. Nov. 15, 2019) (quoting *Canupp v. Sheldon*, 2009 U.S. Dist. LEXIS 113488, *9 (M.D. Fla. Nov. 23, 2009)).

Here, the parties renewed settlement negotiations in early March 2021, after negotiations in early 2020 proved unsuccessful. On March 10, 2021, following the exchange of written discovery and days prior to the beginning of the parties’ agreed deposition schedule, Plaintiffs submitted an updated settlement demand, seeking \$316,950.10 in back pay and \$316,950.10 in liquidated damages, as well as a reasonable amount in hourly attorneys’ fees and costs, pursuant to 29 U.S.C. § 216(b). Faulman Decl., ¶ 11. Defendant made a counteroffer in the total amount of \$725,000.00, which Plaintiffs ultimately accepted. Faulman Decl., ¶ 12. As reflected in the Settlement Agreement, this amount includes the full amount sought pursuant to Plaintiffs’ claims for back pay and liquidated damages under the FLSA, as well as \$91,099.80 attributable to Plaintiffs’ claims to statutory attorneys’ fees and costs. Faulman Decl., ¶¶ 12-14. Defendant has had no influence in determining the distribution of the settlement funds, and no conflict of interest is present. Faulman Decl., ¶ 15. Accordingly, the risk of fraud or collusion here is minimal, as the Parties have a bona fide dispute and both Plaintiffs and the County are represented by

experienced counsel who, in the “adversarial context of a lawsuit,” negotiated “a reasonable compromise of disputed issues.” *Lynn’s Food Stores*, 679 F.2d at 1354.

This factor therefore weighs in favor of approval.

2. The Complexity, Risk, Expense, and Likely Duration of the Litigation

The complexity, expense, and likely duration of the litigation also weigh in favor of approval. Litigating Plaintiffs’ FLSA claims through trial will be fact-intensive and time consuming. Although the Parties have already engaged in significant written discovery, this settlement was reached at the outset of the Parties’ agreed deposition schedule, including a 16-topic Rule 30(b)(6), scheduled for two days of testimony, and eight scheduled plaintiff depositions. Moreover, the County has expressed the intention to take the depositions of at least 17 witness because of its allegation that “[e]ach Plaintiff has relevant knowledge of the issues raised in this lawsuit, including: (a) the collective nature of this action; (b) their respective actual job duties and responsibilities to determine proper classification for each and (c) actual hours worked by each Captain.” (Doc. 65, PageID 365). Although Plaintiffs dispute the significance of any distinctions among Plaintiffs’ job duties, litigating this case to trial would require extensive discovery and expensive and time-consuming motions practice. Avoiding the substantial expenditure of time and resources involved in continuing to litigate this case is in both Parties’ interests.

Moreover, because this case centers on a dispute over whether Plaintiffs are properly classified as exempt from the FLSA, both sides bear a real measure of risk in pressing this case to a final decision. Although Plaintiffs and the County are each confident in the merits of their claims, the “all or nothing” nature of a misclassification case makes the prospect of mitigating risk through compromise beneficial to both sides. *See Milburn v. PetSmart, Inc.*, No. 1:18-cv-00535-DAD-SKO, 2019 U.S. Dist. LEXIS 187530, at *35-36 (E.D. Cal. Oct. 28, 2019) (recognizing that a plaintiff alleging misclassification “risks recovering nothing”).

3. *The Stage of the Proceedings and the Amount of Discovery Completed*

The case is “early enough in the litigation that significant litigation fees and costs will be avoided, but not so early that counsel lacked sufficient information to make an informed decision,” weighing in favor of approval. *Estate of Dolby v. Butler & Hosch, P.A.*, No. 8:03-CV-2246-T-23TGW, 2006 U.S. Dist. LEXIS 102738, at *16 (M.D. Fla. Aug. 4, 2006), *R. & R. adopted* 2006 U.S. Dist. LEXIS 60320 (M.D. Fla. Aug. 25, 2006). The Parties have engaged in substantial written discovery, though have not yet expended the resources necessary to complete the contemplated depositions, litigate any discovery disputes that may yet arise, brief summary judgment, and proceed to trial. Yet through informal exchanges during settlement negotiations and formal written discovery, the Parties have exchanged documents

sufficient to conduct independent analyses of Plaintiffs' likelihood of success and to prepare independent damages calculations, which have facilitated settlement.

As such, because the settlement was reached before litigation progressed fully through discovery and without the need for formal mediation, dispositive motions, or trial, approving settlement will avoid significant litigation costs. Further, as of December 1, 2020, Captains now receive overtime pay, so continuing to litigate this case will serve only to increase the Parties' fees and costs and expend additional court resources. As such, this factor weighs in favor of approval.

4. *The Probability of Success on the Merits*

Assessing Plaintiffs' probability of success on the merits, given the extent of the recovery afforded under the Settlement Agreement, this factor also weighs in favor of approval. In the absence of a resolution by settlement, the Parties will vehemently dispute the facts and the law. Most significantly, Defendant continues to assert that Plaintiffs are exempt from the FLSA and disputes the extent of unpaid off-the-clock work performed. *See Quinn v. Palmer Coll. Found., Inc.*, No. 6:12-cv-1737-Orl-37TBS, 2013 U.S. Dist. LEXIS 204315, at *4 (M.D. Fla. Oct. 4, 2013), *R. & R. adopted* 2013 U.S. Dist. LEXIS 204396 (M.D. Fla. Oct. 23, 2013) (that "Defendant continue[d] to dispute whether Plaintiff was an 'exempt' employee for purposes of the FLSA" rendered the "probability of success on the merits uncertain"). Although the Parties believe their legal positions to be strong,

continuing to litigate would be costly and present significant risk to both sides. Given the strength of the recovery, this factor also weighs heavily in favor of approval.

5. The Range of Possible Recovery

Although Plaintiffs believe that they will be able to demonstrate that they have been misclassified as exempt and otherwise establish Defendant's willful violations of the FLSA, Plaintiffs are nevertheless cognizant of the legal and factual difficulties they face in this litigation. For example, there is no doubt that continued litigation and trial would be costly, arduous, and complex. This settlement, on the other hand, makes monetary relief available to the Plaintiffs in a prompt and efficient manner. Importantly, the Plaintiffs' damages are not increasing as the litigation continues, as the Defendant has reorganized the Marion County Fire Rescue Department and begun paying overtime to Captains pursuant to the most recent Collective Bargaining Agreement, effective on or about December 1, 2020.

In addition, despite Plaintiffs' confidence in their case, Plaintiffs recognize that they face some risk in litigating their misclassification. The settlement represents a substantial recovery for Plaintiffs that would reduce to zero if Defendant were successful on the single issue of Plaintiffs' exemption status, which hinges on one, difficult-to-forecast issue: the determination of Plaintiffs' primary job duty. Further, if Plaintiffs fail to establish that Defendant acted willfully, the recovery period will be shortened an entire year. And likewise, if Defendant were to

successfully demonstrate that it acted in good faith, it will not owe liquidated damages equal to the backpay to which Plaintiffs are entitled.

Here, the gross backpay and liquidated damages settlement awards to each of the Plaintiffs range from \$15,972.05 to \$84,358.62 and are calculated based on the County's payroll records and Plaintiffs' sworn statements and other input regarding off-the-clock overtime work. *See* Faulman Decl., ¶ 5; *id.* at Ex. A (setting forth Plaintiffs' individual settlement distributions in the chart titled "Attachment A"). Under the Agreement, Plaintiffs are receiving a total of \$633,900.20 in gross backpay and liquidated damages, before taxes, withholdings, and fees. *Id.* at Ex. A. Using the maximum three-year recovery period, which requires that the Plaintiffs demonstrate not only that the Defendant violated the law when it designated them as exempt from the FLSA, but also that the Defendant did so willfully, the gross settlement amount represents *full* back pay and *over 50%* liquidated damages, for unpaid overtime caused by (1) Plaintiffs' regularly scheduled work, (2) Plaintiffs' unscheduled but recorded overtime work, (3) an average of 36 minutes of pre- / post-shift work performed for each shift, and (4) an average of 107 minutes of additional unpaid and unrecorded, unscheduled work per 14-day work period, which Plaintiffs allege arises from the County's practice of recording only overtime worked in excess of 4 hours. Faulman Decl., ¶ 6. Viewed another way, the settlement represents full backpay and full liquidated damages under a two-year statute of limitations, based

on the same assumptions regarding unpaid work. Faulman Decl., ¶ 7. Considering the risk of both trying the merits of the case and establishing damages, this factor weighs heavily in favor of approval.

6. Counsel's Opinion

The opinion of experienced counsel should be afforded substantial consideration by the Court. *See, e.g., Holmes v. Cont'l Can. Co.*, 706 F.2d 1144, 1149 (11th Cir. 1983); *Pettway v. Am. Cast Iron Pipe Co.*, 576 F.2d 1157, 1215 (5th Cir. 1978) (“The trial court is entitled to take account of the judgment of experienced counsel for the parties” in assessing the fairness of a proposed settlement). Here, counsel for both parties have weighed the respective risks in proceeding with the litigation and have extensively analyzed the County’s potential liability based on damage calculations prepared by Plaintiffs’ counsel. Based on their experience, counsel for both parties believes that this settlement is fair, reasonable, and adequate.

Further, upon reaching a tentative settlement agreement with the County, Plaintiffs’ counsel communicated the terms of the proposed settlement to the Plaintiffs on March 15, 2021, and held multiple phone calls and zoom conferences to further discuss the proposed terms in the days that followed. Once the language of the Agreement was finalized with opposing counsel, Plaintiffs’ counsel provided Plaintiffs with a copy of the agreement via letter and email on April 2, 2021, providing for a methodology by which to submit any objections to the terms of the

settlement. Faulman Decl. ¶ 13. While a number of Plaintiffs contacted Plaintiffs' counsel with questions, no Plaintiffs objected. Faulman Decl. ¶ 14. Further, all Plaintiffs individually signed and returned the Agreement by April 8, 2021. *Id.* Thus, this factor weighs in favor of settlement approval.

7. Plaintiffs' Fees and Costs Should be Approved

The FLSA provides that the “court in such action shall, in addition to any judgment awarded to the plaintiff or plaintiffs, allow a reasonable attorney’s fee to be paid by the defendant, and costs of the action.” 29 U.S.C. § 216(b). Courts have broad discretion to determine what fees are reasonable in FLSA cases. *See Martinec v. Party Line Cruise Co.*, 350 F. App’x 406, 407 (11th Cir. 2009).

Moreover, courts in the Eleventh Circuit consider the following “*Johnson* Factors:” (1) the time and labor required; (2) the novelty and difficulty of the questions involved; (3) the skill requisite to perform the legal service properly; (3) the preclusion of other employment by the attorney due to acceptance of the case; (5) the customary fee; (6) whether the fee is fixed or contingent; (7) time limitations imposed by the client or the circumstances; (8) the amount involved and the results obtained; (9) the experience, reputation, and ability of the attorneys; (10) the undesirability of the case; (11) the nature and length of the professional relationship with the client; and (12) awards in similar cases. *See Camden I Condominium Ass’n v. Dunkle*, 946 F.2d 768, 775 & n.3 (citing *Johnson v. Georgia Highway Express*,

Inc., 488 F.2d 714, 717-19 (5th Cir. 1974)); *Pierre-Val v. Buccaneers Ltd. P'ship*, No. 8:14-cv-01182-CEH-EAJ, 2015 U.S. Dist. LEXIS 187669, at *4 (M.D. Fla. Dec. 7, 2015) (same).

Here, these considerations strongly favor approval of settlement, including the Plaintiffs' agreed attorneys' fees and costs. Most importantly, in determining the reasonableness of a fee award, the "most critical factor is the degree of success obtained." *Hensley v. Eckerhart*, 461 U.S. 424, 436 (1983); *Behrens v. Wometco Enters., Inc.*, 118 F.R.D. 534, 547-48 (S.D. Fla. 1988) ("The quality of work performed in a case that settles before trial is best measured by the benefit obtained."), *aff'd*, 899 F.2d 21 (11th Cir. 1990). In this case, the results obtained for the Plaintiffs are excellent.

The case presented a challenging legal question—whether plaintiffs were non-exempt frontline supervisors pursuant to 29 C.F.R. § 541.3 or exempt executive or administrative employees—and thus involved uncertain outcomes and serious risks for all Parties. Determination of a single issue, whether Plaintiffs' primary job duties were to perform frontline emergency response, could potentially prevent Plaintiffs from recovering *any* damages. In addition, Defendant contested whether it acted willfully and argued that it acted in good faith, meaning liquidated damages and obtaining recovery for the full three-year statute of limitations was not guaranteed.

Even if Plaintiffs succeeded in proving liability, the amount of each Plaintiffs' recovery would be disputed as their claims involve unrecorded, off-the-clock time.

Despite these considerable challenges and litigation risks, Plaintiffs' counsel successfully obtained a total settlement of \$725,000.00, including \$633,900.20 attributable to the Plaintiffs' claims for back pay and liquidated damages. This amount represents either *full* back pay and *full* liquidated damages based on two-year statute of limitations or full back pay and over half liquidated damages based on a three-year statute of limitations, demonstrating that the results obtained for the Plaintiffs are exceptional. *See* Faulman Decl., ¶¶ 6-7.

The other *Johnson* factors strongly favor approval as well. For example, this case involves the complex interplay between the FLSA, collective bargaining agreements, alleged credits and offsets, and an analysis of incomplete timekeeping and payroll records. So far, the case has spanned over 19 months and included pre-filing investigation, motions practice necessitated by the Defendant's unsuccessful efforts to disqualify Plaintiffs' counsel, a review and analysis of Defendant's payroll and timekeeping records, client consultations to prepare Plaintiffs' Answers to Court Interrogatories and to calculate damages, preparation for and participation in the unsuccessful 2020 settlement negotiation efforts, fielding numerous questions from the Plaintiffs, drafting written discovery requests, client consultations to prepare responses to Defendant's written discovery requests, initial preparation for

depositions of Defendant's Rule 30(b)(6) witness(es) and the eight Plaintiffs noticed by the Defendant, preparation for and participation in renewed settlement efforts, negotiating a settlement agreement, meeting with each Plaintiff to discuss the settlement agreement, and briefing in support of settlement approval. This resulted in Plaintiffs' counsel and staff performing in excess of 536 hours of reasonably expended, unpaid work litigating this matter. Faulman Decl., ¶¶ 17-19.

If this case had not reached settlement, further discovery, including numerous lengthy depositions, would have been required. In the absence of a settlement, both parties would move for, and would expend significant time and resources preparing for, dispositive motions. If the action survived dispositive motion practice, the Parties would proceed to trial, which would involve the presentation of substantial, disputed evidence. By reaching a settlement now, the parties "avoid[] the costs and risks of . . . lengthy and complex" proceedings. *Ehrheart v. Verizon Wireless*, 609 F.3d 590, 595 (3d Cir. 2010).

Plaintiffs' counsel have extensive experience litigating multi-plaintiff wage-and-hour actions on behalf of fire fighters and emergency responders, as well as other employees, nationwide. Faulman Decl. ¶¶ 19-31; *see, e.g., Morrison v. County of Fairfax, Virginia*, 826 F.3d 758, 767 (4th Cir. 2016); *Mullins v. City of New York*, 653 F.3d 104, 115 (2d Cir. 2011). In addition, Plaintiffs' counsel took this case on a contingency basis, with the understanding that if there was no recovery in the lawsuit

then there would also be no entitlement to fees. *See* Faulman Decl. ¶ 10. Further, Plaintiffs' Counsel agreed to advance the expenses necessary to litigate this case. *Id.* As of April 21, 2021, Plaintiffs' counsel had incurred in excess of \$109,694.69 in fees and costs for more than 536 hours of work, based on reasonable billing rates in the Middle District of Florida. Faulman Decl. ¶¶ 17-38; *Rizzo-Alderson v. Tawfik*, No. 5:17-cv-312-Oc-37PRL, 2019 U.S. Dist. LEXIS 124279, at *9 (M.D. Fla. July 1, 2019) (finding \$325 a reasonable hourly rate and noting "courts in the Middle District have awarded rates between \$250 and \$375 per hour in FLSA cases").² Also, since that date, Plaintiffs have continued to incur additional fees and expenses in connection with resolving the case, including through the drafting of the Settlement

² *See also Isaac v. Classic Cleaners of Pelican Landing, Inc.*, No. 2:16-cv-171-FtM-29CM, 2017 U.S. Dist. LEXIS 21740 (M.D. Fla. Feb. 16, 2017) (\$350 hourly rate to be reasonable for an FLSA case); *Richo v. Williams*, No. 3:15-cv-474-HES-MCR, 2016 U.S. Dist. LEXIS 193708, (M.D. Fla. July 20, 2016) (\$350 rate to be reasonable for attorney in FLSA case with 21 years' experience); *Andrike v. Maple Way Cmty., Inc.*, No. 8:11-cv-1939-T-24-AEP, 2013 U.S. Dist. LEXIS 63704, at *8 (M.D. Fla. May 3, 2013) (rate of \$325 per hour to be reasonable for attorney in FLSA case with 12 years' experience and a \$105 per hour to be reasonable for a paralegal); *accord Bacallao v. Zidell*, 2016 U.S. Dist. LEXIS 167379 (S.D. Fla. Nov. 3, 2016) (awarding an attorney practicing since 2009 an hourly rate of \$350 in an FLSA overtime matter); *De Armas v. Miabraz, LLC*, 2013 U.S. Dist. LEXIS 116381, *3-4 (S.D. Fla. Aug. 16, 2013) (finding hourly rates of \$300-350 an hour reasonable for attorney's practicing labor and employment law for the last 7-9 years). Additionally, applying the rates that would have been recoverable for overtime cases in the Washington, D.C. area, where Plaintiffs' counsel McGillivray Steele Elkin LLP maintains its offices, the fees and costs would amount to approximately \$203,490.³⁹ *Salazar v. District of Columbia*, 123 F. Supp. 2d 8 (D.D.C. 2000); D.C. Code § 32-1308(b)(1).

Agreement and instant Motion for Approval and in communicating with Plaintiffs regarding the Settlement. Faulman Decl. ¶ 36.³

Accordingly, the fees and expenses agreed to by the Parties are reasonable, and this Court should approve the Agreement, including the full amount of fees set out therein, as fair and reasonable.

I. CONCLUSION

As set forth above, the Parties' Settlement Agreement reflects an arm's length negotiation by counsel and is a fair, adequate, and reasonable settlement of a bona fide dispute. Accordingly, the Parties respectfully request that this Court enter an Order (1) approving the Parties' Settlement Agreement, attached hereto as Exhibit A to the Declaration of Sara L. Faulman, (2) staying this case for a period of 45 days, to permit Defendant to formally execute the Settlement Agreement and effectuate payment, and (3) directing the Parties to file either a stipulation of dismissal pursuant to the Settlement Agreement or a joint status report.

³ Plaintiffs' litigation costs and expenses, in the amount of \$3,640.29, are also reasonable, considering the factors addressed above, the scope of this litigation, and the fact that this amount represents the actual costs and expenses reasonably incurred by Plaintiffs' counsel, including court fees, travel costs, consultant services incurred in analyzing pay and other data produced by Defendant and preparing a damages model, and other standard litigation costs. *See* Faulman Decl., 36; *id.* at Ex. B, p. 3.

May 3, 2021

Respectfully submitted,

/s/ Sara L. Faulman

Sara L. Faulman (*Local Rule 2.02(a)*)

John W. Stewart (*Local Rule 2.02(a)*)

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Counsel for Defendant

LOCAL RULE 3.01(g) CERTIFICATION

I HEREBY CERTIFY that all parties have conferred in good faith and agree that the foregoing motion should be granted in its entirety.

/s/ Sara L. Faulman
Sara L. Faulman

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on May 3, 2021, I caused the foregoing to be filed in this Court's electronic filing system, effecting its service on all counsel of record, and delivered the foregoing by electronic mail to counsel for Defendant, Marion County, Benton N. Wood and Alex G. Desrosiers, of FISHER & PHILLIPS LLP, 200 South Orange Avenue, Suite 1100, Orlando, FL 32801, at bwood@fisherphillips.com and adesrosiers@fisherphillips.com.

/s/ Sara L. Faulman
Sara L. Faulman

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
OCALA DIVISION**

DANIEL GARCIA, <i>et al.</i> ,)	
Plaintiffs,)	
)	CASE NO.: 5:19-cv-00458-JSM-PRL
v.)	
)	
MARION COUNTY, FLORIDA,)	
Defendant.)	
)	

DECLARATION OF SARA L. FAULMAN

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the following is true and correct:

1. I am a partner with the law firm of McGillivary Steele Elkin LLP (“MSE”). I have been an attorney with MSE since October 2007, and I became a partner in 2014. I serve as Plaintiffs’ counsel in the above-captioned case and submit this declaration in support of the Parties’ motion regarding the Settlement Agreement between Plaintiffs and Defendant in the above-captioned case.

2. This case concerns the claims of seventeen (17) plaintiffs (“Plaintiffs”), who are current and former Captains employed by Defendant Marion County (“Defendant”), with Marion County Fire Rescue.

3. Attached hereto as **Exhibit A** is a true and correct copy of the Settlement Agreement, including the incorporated “Attachment A,” between Defendant Marion County, Florida, and all Plaintiffs in the instant case.

4. The Settlement Agreement provides that the County will pay a total Settlement Amount of \$725,000.00 to fully resolve the lawsuit, which is divided as follows: (1) \$316,950.10 attributable to Plaintiffs' claims to backpay; (2) \$316,950.10 attributable to Plaintiffs' claims to liquidated damages; and (3) \$91,099.80 attributable to Plaintiffs' claims to statutory attorneys' fees and costs.

5. The gross backpay and liquidated damages settlement awards to each of the Plaintiffs range from \$15,972.05 to \$84,358.62 and are calculated based on the County's payroll records and Plaintiffs' sworn statements and other input regarding off-the-clock overtime work.

6. Specifically, using the maximum three-year recovery period, which requires that the Plaintiffs demonstrate not only that the Defendant violated the law when it designated them as exempt from the FLSA, but also that the Defendant did so willfully, the gross settlement amount represents full back pay and over 50% liquidated damages, for unpaid overtime caused by (1) Plaintiffs' regularly scheduled work, (2) Plaintiffs' unscheduled but recorded overtime work, (3) an average of 36 minutes of pre- / post-shift work performed for each shift, and (4) an average of 107 minutes of additional unpaid and unrecorded, unscheduled work per 14-day work period, which Plaintiffs allege arises from the County's practice of recording only overtime worked in excess of 4 hours.

7. Viewed another way, the settlement represents full backpay and full liquidated damages under a two-year statute of limitations, based on the same assumptions regarding unpaid work.

8. Plaintiffs and their counsel were responsible for determining the allocations among Plaintiffs and determining the distribution of funds, including attorneys' fees.

9. The Plaintiffs were notified of (1) what Plaintiffs are relinquishing by agreeing to the Settlement; (2) the specific amounts each Plaintiff will receive under the Settlement and how and when those amounts will be distributed, including the amount of fees they will pay from their recovery; (3) how to access Plaintiffs' counsel's website to view each of the other Plaintiffs' recovery under the settlement; and (4) how to submit objections to the Settlement.

10. Prior to commencing litigation, Plaintiffs entered into individual retainer agreements with Plaintiffs' counsel which contain contingency fee provisions. Pursuant to their retainer agreements with counsel, Plaintiffs have agreed to pay a contingent fee of 25% of all amounts recovered on their behalf, after reimbursement of costs and expenses. Plaintiffs' counsel agreed to advance the expenses necessary to litigate this case and to undertake this case with the understanding that if there was no recovery in the lawsuit then there would also be no entitlement to fees. Because the County has agreed to a settlement amount of

\$725,000.00, which includes \$91,099.80 expressly attributable to Plaintiffs' statutory claims for fees, Plaintiffs' contingency fees will be reduced, meaning they will pay a less than 15% percent contingency fee from the \$633,900.20 recovered on their behalf in back pay and liquidated damages.

11. The parties' recent settlement negotiation history is as follows. On March 10, 2021, following the exchange of written discovery and days prior to the beginning of the parties' agreed deposition schedule, Plaintiffs submitted an updated settlement demand, seeking \$316,950.10 in back pay and \$316,950.10 in liquidated damages, as well as a reasonable amount in hourly attorneys' fees and costs, pursuant to 29 U.S.C. § 216(b).

12. Defendant made a counteroffer in the total amount of \$725,000.00, which Plaintiffs ultimately accepted. This amount includes the full amount sought pursuant to Plaintiffs' claims for back pay and liquidated damages under the FLSA, as well as \$91,099.80 attributable to Plaintiffs' claims to statutory attorneys' fees and costs.

13. Once the language of the Settlement Agreement was finalized with opposing counsel, Plaintiffs' counsel provided Plaintiffs with a copy of the agreement via letter and email on April 2, 2021, providing for a methodology by which to submit any objections to the terms of the settlement.

14. No Plaintiff objected. Indeed, all Plaintiffs individually signed and returned the Agreement by April 8, 2021.

15. Defendant has had no influence in determining the distribution of the settlement funds, and no conflict of interest is present.

16. As set forth in greater detail below, and in the declaration of Paul A. Donnelly, Plaintiffs' counsel have extensive experience litigating multi-plaintiff wage-and-hour actions on behalf of fire fighters and emergency responders, as well as other employees, nationwide.

17. As of April 20, 2021, McGillivary Steele Elkin LLP attorneys, paralegals, and support staff, together with local counsel and support staff at the firm Donnelly + Gross, PLLC, had performed more than 536 hours of work in this matter on behalf of Plaintiffs. Hours were contemporaneously recorded on a tenth of an hour basis, that information was accurately extracted from the firm's billing records to prepare the summary fee listing that is attached hereto as **Exhibit B**.

18. All of the time and expenses set forth in this declaration have been, in fact, necessarily and reasonably expended on behalf of the Plaintiffs in this action. Additionally, Plaintiffs' counsel made a good faith effort to exclude hours that were excessive, redundant, or otherwise unnecessary.

19. Legal services necessarily and reasonably performed on behalf of the Plaintiffs in this action have included pre-filing investigation, motions practice

necessitated by the Defendant's unsuccessful efforts to disqualify Plaintiffs' counsel, a review and analysis of Defendant's payroll and timekeeping records, client consultations to prepare Plaintiffs' Answers to Court Interrogatories and to calculate damages, preparation for and participation in the unsuccessful 2020 settlement negotiation efforts, fielding numerous questions from the Plaintiffs, drafting written discovery requests, client consultations to prepare responses to Defendant's written discovery requests, initial preparation for depositions of Defendant's Rule 30(b)(6) witness(es) and the eight Plaintiffs noticed by the Defendant, preparation for and participation in renewed settlement efforts, negotiating a settlement agreement, meeting with each Plaintiff to discuss the settlement agreement, and briefing in support of settlement approval.

20. I have over 15 years of civil litigation experience with particular emphasis in wage and hour collective and class actions on behalf of employees in FLSA and other wage cases. I am a 2004 graduate of University of Michigan Law School. I am a member in good standing of the bars of New York (2005), the District of Columbia (2006), and Maryland (2021), as well as the U.S. Supreme Court (2010). I am also a member of the bars of the United States District Courts for the District of Columbia, Southern District of New York, Eastern District of New York, and Colorado, the United States Court of Federal Claims, and the bars of four Federal Courts of Appeal.

21. I am the current Union Chair of the American Bar Association's Labor and Employment Law Section sub-committee on the Family and Medical Leave Act, part of the Committee on Federal Labor Standards Legislation, and have served as a track coordinator for the Litigation and Class Action track of the ABA's Annual Labor and Employment Law Conference since 2018.

22. I am regularly invited to speak on wage and hour panels and webinars for various legal associations. For example, I served as a panelist at the 2018 Annual ABA Labor and Employment Law CLE Conference on a panel discussion of Litigating Collective Actions and spoke as a panelist at the 2017 Annual ABA Labor and Employment Law CLE Conference on the best practices with respect to FLSA settlements. Some other panels and speaking engagements include:

- a. Panelist for the AFL-CIO's 2019 LCC Mid-Career Lawyering Seminar.
- b. Panelist for the 2015 Annual ABA Labor and Employment Law CLE Conference on the ethics issues in collective litigation of cases involving low-wage workers.
- c. Webinar speaker for the American Law Institute CLE on FLSA "late breaking" developments, including *Encino Motorcars v. Navarro* and the Department of Labor's PAID program.
- d. Webinar speaker for the ABA on wage and hour topics for new practitioners.

23. I am serving or have served as lead counsel or co-lead counsel in numerous multi-plaintiff FLSA actions. *See, e.g., Quinn, et al. v. City of Eaton, Ohio*, 19-CV-00241 (S.D. Ohio) (FLSA action on behalf of Fire Department captains and lieutenant); *Ormerod, et al. v. Prince George's County, Maryland*, 20-cv-1864 (D. Md.) (FLSA action on behalf of Fire Investigators); *Anderson, et al. v. United States*, 17-CV-01199 (Fed. Cl.) (FLSA and Title 5 action on behalf of Security Guards and Police Officers employed with the National Guard Bureau); *Armwood, et al. v. United States*, 17-CV-01839 (Fed. Cl.) (FLSA action involving unpaid work and regular rate violations on behalf of Police Officers employed with the Office of Naval Intelligence); *Battaglini, et al. v. Cnty. of Arlington*, Case No. 16-CV-00990 (E.D. Va.) (FLSA case on behalf of fire captains); *Wilson, et al. v. City of Alexandria*, Case No. 16-CV-00990 (E.D. Va.) (FLSA case on behalf of fire captains).

24. In addition, I was co-counsel for the following multi-plaintiff lawsuits and collective actions involving enforcement of wage and hour laws: *Murry, et al. v. City of New York*, Case No. 16-cv-8072 (S.D.N.Y.) (FLSA action involving off the clock and other overtime claims on behalf of over 480 employees of the Department of Homeless Services); *Perry et al. v. City of New York*, Case No. 13-01015 (S.D.N.Y.) (FLSA collective action involving off the clock and regular rate claims of over 2600 EMTs and Paramedics); *Conzo et al. v. City of New York* and

Aarons et al. v. City of New York, Case Nos. 05-CV-705 and 09-CV-10138 (S.D.N.Y.) (FLSA collective action involving off-the-clock and regular rate claims for EMTs and Paramedics; favorable settlements approved by court in 2011 following decisions on summary judgment); *Mullins et al. v. City of New York*, Case No. 04-CV-2979 (S.D.N.Y.) (collective action on behalf of New York Police Sergeants who were improperly classified); *Thompson, et al. v. DirecTV, et al.*, CA 3:07-cv-4112 (M.D. Tenn.) (FLSA collective action involving off-the-clock claims of 1400 technicians who installed DirecTV satellite dishes and equipment); *Morrison v. Fairfax Cnty., Va.*, Case No. 1:14-cv-0005 (FLSA case alleging fire captains are first responders entitled to overtime pay); *Abadeer, et al. v. Tyson*, C.A. No. 3:09-cv-00125 (M.D. Tenn.) (FLSA/Rule 23 hybrid for unpaid donning and doffing performed by hourly-paid meat processing workers at Tyson's Goodlettsville plant; \$7,750,000.00 settlement following summary judgment rulings).

25. I have also served as counsel for AFGE Locals and bargaining unit employees nationwide in FLSA grievances brought by the Locals against the Bureau of Prisons ("BOP") involving the BOP's failure to pay overtime pay as required by the FLSA for work performed by correctional officers prior to and following their scheduled shifts and during unpaid meal periods, collecting millions of dollars for BOP workers.

26. I have spent 101.0 hours in the litigation of this manner through April 20, 2021, and the Plaintiffs would seek \$300 per hour for my services.

27. Gregory McGillivary, MSE's managing partner, spent a total of 7.2 hours on this case through April 20, 2021, and the Plaintiffs would seek \$350 per hour for his services. Mr. McGillivary has over 30 years of experience, specializing in pay cases arising under the Fair Labor Standards Act (FLSA) and state wage and hour laws, and has participated in the successful litigation of over 200 FLSA suits on behalf of employees in various proceedings throughout the country, including in U.S. federal courts and at arbitration, with the majority of these cases involving public sector employees. For example, he represented two of the largest Rule 23 classes ever in *Matsuo v. United States*, 532 F. Supp. 2d 1238 (D. Haw. 2008), in arguing that that Federal employees in Alaska and Hawaii should be eligible for pay that was available to employees in the contiguous 48 states. Additionally, Mr. McGillivary served as counsel in *Mullins v. City of New York*, 653 F.3d 104 (2d Cir. 2011), a watershed case on the interpretation and appropriate application of the "first responder regulation," 29 C.F.R. § 541.3, also at issue in the instant case.

28. Mr. McGillivary is on the Board of Editors of Bloomberg/BNA's publication of a treatise on the Fair Labor Standards Act entitled "The Fair Labor Standards Act" and prepares the annual supplements to that treatise, which is the byproduct of a joint collaboration between Bloomberg/BNA books and the Labor

and Employment Section of the American Bar Association. He also serves as Editor-in-Chief of a treatise on state wage and hour laws entitled “Wage and Hour Laws,” which is published by Bloomberg/BNA books and is a byproduct of a joint collaboration between Bloomberg/BNA books and the Labor and Employment Section of the American Bar Association. The treatise covers the state wage and hour laws of all fifty states plus the District of Columbia and Puerto Rico.

29. In November 2017, Mr. McGillivary was inducted into the College of Labor and Employment Lawyers as a Fellow. The College of Labor & Employment Lawyers is a non-profit professional association that honors leading lawyers nationwide in the practice of Labor and Employment law.

30. Associate John W. Stewart joined McGillivary Steele Elkin LLP in August 2016. He represents unions and employees in a variety of cases and provides general legal advice on labor relations and employment issues. Since joining the firm, he has focused his practice on wage and hour litigation, primarily representing public employees such as the plaintiffs here and he is a contributing chapter author to *WAGE AND HOUR LAWS: A STATE BY STATE SURVEY* (3d ed. 2016). Mr. Stewart graduated from the University of Virginia School of Law in 2013, where he was on the editorial board and articles review committee of the *Virginia Law and Business Review*. Before joining the firm, Mr. Stewart worked for two years as a law clerk at the D.C. Superior Court. He is a member in good standing of the State

Bars of Virginia and the District of Columbia, and he is a member in good standing of the bars of the United States District Courts for the District of Colorado and the District of Columbia, as well as the United States Court of Federal Claims. Mr. Stewart spent a total of 248.1 hours in the litigation of this matter through April 20, 2021, and the Plaintiffs would seek \$250 an hour for his services.

31. Keith Nickerson is the Litigation Director at McGillivray Steele Elkin LLP. He assisted in reviewing and summarizing pay and hours work data in this matter and preparing damage calculations for the individual plaintiffs for settlement negotiations and mediation. He has a Master's in Business Administration from the University of Maryland, which he received in 2001, and he is a 1989 graduate of the University of Rochester. From July 5, 1989, to July 5, 1999, he was a paralegal with the firm, and from October 1, 2001, to October 1, 2002, a consultant. Since July 2004, he has been the Litigation Director. In large wage and hour actions he is responsible for conducting data analysis related to pay issues and preparing spreadsheets and reports on the results of his analysis. In addition, he supervises the litigation paralegals and off-site consultants who may assist him with these data analysis projects. Over the course of over 20 years with McGillivray Steele Elkin LLP, he has prepared calculation spreadsheets and damages models showing amounts owed in over 400 multi-plaintiff and multi-grievant cases involving wage and hour claims and he has testified about such calculations in multiple cases. Mr.

Nickerson was recognized by U.S. District Judge Richard Sullivan for his work as an expert in damage calculations in an FLSA case *Boucaud, et al. v. The City of New York*, No. 07 Civ. 11098 (S.D.N.Y.) in which our co-counsel, Hope Pordy of Spivak Lipton, LLP represented the plaintiffs. Mr. Nickerson spent a total of 18.9 hours on this case through April 20, 2021, and the Plaintiffs seek \$125 an hour for his services.

32. The remaining individuals listed in Exhibit A worked as paralegals for McGillivary Steele Elkin LLP and performed traditional paralegal work in this case, including but not limited to preparing exhibits for filing; responding to plaintiff inquiries about the status of the case; preparing damages calculations; obtaining information from plaintiffs concerning their employment; and responding to plaintiff questions about the case status. They also assisted with the filing of the complaint and opt-in form. Combined, they spent a total 169.1 hours working on this case through April 20, 2021. Plaintiffs would seek \$100 an hour for their services.

33. A summary of the hours of work and fees charged by this firm is set forth in **Exhibit B**, along with a breakdown of the services performed by each attorney on a daily basis, recorded on a tenth of an hour basis. The total chargeable fees for my services and for those of the other attorneys and paralegals on this case through April 20, 2021, based on the reduced hourly rates that were set to ensure that MSE's rates in this case would be within the reasonable rates awarded for FLSA cases in this area, is \$101,645.00.

34. The hourly rates listed by the attorneys and paralegals working on this case are substantially less than the hourly rates that McGillivary Steele Elkin LLP regularly recovers in multi-plaintiff and multi-grievant wage and hour cases. McGillivary Steele Elkin LLP is located in Washington, D.C. The reasonable hourly rates for MSE attorneys in cases such as the instant litigation are normally determined by the “adjusted Laffey Matrix” (*see* www.laffeymatrix.com), which sets the hourly rates for attorneys in Washington, D.C., as determined by the Court in *Laffey v. Northwest Airlines*, 572 F. Supp. 354 (D.D.C. 1983), *aff’d in part, rev’d in part on other grounds*, 746 F.2d 4 (D.C. Cir. 1984), *cert. denied*, 472 U.S. 1031 (1985). The courts have adjusted this rate, which the U.S. District for the District of Columbia approved in *Salazar v. District of Columbia*, 123 F. Supp. 2d 8, 13 (D.D.C. 2000); *see also Interfaith Cmty. Org. v. Honeywell Int’l, Inc.*, 726 F.3d 403, 416 (3d Cir. 2013) (“We thus affirm the District Court’s use of the LSI-updated Laffey Matrix to determine the prevailing rates in the Washington, D.C. market.”). The adjusted Laffey Matrix was endorsed by the Court of Appeals for the D.C. Circuit in *DL v. District of Columbia*, 924 F.3d 585 (D.C. Cir. 2019). Lower federal courts in the District of Columbia have used this adjusted Laffey Matrix when determining whether fee awards are reasonable. *See, e.g., Blackman v. District of Columbia*, 59 F. Supp. 2d 37, 43 (D.D.C. 1999); *Jefferson v. Milvets System Tech. Inc.*, 986 F. Supp. 6, 11 (D.D.C. 1997); *Ralph Hoar & Assocs. v. Nat’l Highway Transp. Safety*

Admin., 985 F. Supp. 1, 9-10 (D.C. Cir. 1997). Plaintiffs' counsel, in cases such as these, regularly charge and are awarded hourly rates equal to the billing rates set forth in the updated Laffey Matrix. However, for purposes of facilitating settlement here, Plaintiffs reduced those rates to those set forth above.

35. Plaintiffs' Counsel also seeks reimbursement of \$3,640.29 in reasonable out-of-pocket litigation expenses and costs expended in the prosecution the case, including filing fees and other litigation-related expenses.

36. Thus, the total amount of recoverable attorneys' fees and costs as of April 20, 2021, for work by McGillivary Steele Elkin LLP, using the reduced rates, is \$105,285.29. This amount does not include additional time spent drafting the instant motion, negotiating the terms of the motion with defense counsel, and communicating with Plaintiffs regarding the Settlement.

37. Additionally, as detailed in the Declaration of Paul A. Donnelly, a true and accurate copy of which is attached hereto as **Exhibit C**, attorneys and staff of Donnelly + Gross, PLLC, as of April 21, 2021, have incurred reasonable fees and expenses in the total amount of \$4,409.40.

38. Altogether, therefore, the total amount of recoverable attorneys' fees and costs, including work by both McGillivary Steele Elkin LLP and Donnelly + Gross, PLLC, currently exceeds **\$109,694.69**.

I declare under penalty of perjury, pursuant to 28 U.S.C. Section 1746, that the foregoing is true and correct.

Dated: May 3, 2021

/s/ Sara L. Faulman
Sara L. Faulman

EXHIBIT A

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
OCALA DIVISION

DANIEL D. GARCIA,
JOSEPH L. AMIGLIORE,
SCOTT H. CHAPPELL,
CHRIS COOKSEY,
PAMELA DRIGGERS,
SCOTT GRAGEN,
JUSTIN HARRINGTON,
CHRISTOPHER HAYS,
TODD HIME,
MURREL LIVERMAN,
DAVID C. MILLS,
JOHN M. NOWERY,
THOMAS REEVES,
JOSEPH RINAUDO, II,
MIGUEL RIOSECO,
CHRIS TRUBELHORN,
individually and on behalf of
themselves and all others
similarly situated,

Plaintiffs,

Case No. 5:19-cv-00458-JSM-PRL

v.

MARION COUNTY, FLORIDA,

Defendant.

_____ /

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (hereinafter the “Agreement”) is entered into by and between DANIEL D. GARCIA, JOSEPH L. AMIGLIORE, SCOTT H. CHAPPELL, CHRIS COOKSEY, PAMELA DRIGGERS, SCOTT GRAGEN, JUSTIN HARRINGTON, CHRISTOPHER HAYS, TODD HIME, MURREL LIVERMAN, DAVID C. MILLS, JOHN M. NOWERY, THOMAS REEVES, JOSEPH RINAUDO II, MIGUEL RIOSECO, CHRIS TRUBELHORN, and PATRICK ASSELIN (collectively, “PLAINTIFFS”), and MARION COUNTY, FLORIDA (hereafter the “COUNTY”).

WHEREAS, those PLAINTIFFS listed in the case caption above initiated a lawsuit (“Lawsuit”), on behalf of themselves and those similarly situated, alleging unpaid overtime payments under the Fair Labor Standards Act (“FLSA”) against the COUNTY; and

WHEREAS, ASSELIN is an opt-in Plaintiff in this matter who also alleges unpaid overtime payments under the FLSA against the COUNTY; and

WHEREAS, the COUNTY has denied PLAINTIFFS’ claims in their entirety; and

WHEREAS, the parties desire to settle this matter to avoid additional costs of litigation;

NOW, THEREFORE, in full consideration of the mutual promises and covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, PLAINTIFFS and the COUNTY agree as follows:

1. The COUNTY shall cause to be paid on PLAINTIFFS’ behalf the sum total of SEVEN HUNDRED TWENTY-FIVE THOUSAND and 00/100 Dollars (\$725,000.00) (“Settlement Sum”), inclusive of back pay, liquidated damages, fees, expenses, and costs, as follows.

A. A total of THREE HUNDRED AND SIXTEEN THOUSAND NINE HUNDRED AND FIFTY AND 10/100 Dollars (\$316,950.10) of the Settlement Sum shall be attributable to PLAINTIFFS as wages. The gross amount of back pay wages attributable to each PLAINTIFF is listed in Attachment A. The COUNTY shall promptly pay the amount of back pay wages identified in Attachment A, minus deductions for applicable lawful taxes and withholdings, to each PLAINTIFF. Payment of the amounts due under Paragraph 1A shall be made by mailing each PLAINTIFF’s back pay check (a total of seventeen (17) checks) to McGillivary Steele Elkin LLP, 1101 Vermont Ave., N.W., Suite 1000, Washington, D.C. 20005, for distribution by PLAINTIFFS’ counsel to PLAINTIFFS.

B. The amount remaining of FOUR HUNDRED AND EIGHT THOUSAND AND FORTY-NINE AND 90/100 Dollars (\$408,049.90) shall be paid by the COUNTY in a lump sum by electronic transfer or check to the order of McGillivary Steele Elkin LLP, 1101 Vermont Ave., N.W., Suite 1000, Washington, D.C. 20005. McGillivary Steele Elkin LLP shall deposit said check in a trust account and shall distribute to each PLAINTIFF their share of liquidated damages in accordance with a formula that was agreed to and devised solely by PLAINTIFFS and their counsel. The gross amount of liquidated damages attributable to each PLAINTIFF is also listed in Attachment A.

- C. The COUNTY shall issue an IRS Form W-2 Wage and Tax statement to each PLAINTIFF for the amount of back pay identified in Attachment A. For each PLAINTIFF, McGillivray Steele Elkin LLP shall advise the COUNTY of the amount of liquidated damages distributed to each PLAINTIFF and each PLAINTIFF's proportionate share of statutory attorneys' fees, costs, and expenses paid, and the COUNTY shall issue an IRS Form 1099 MISC to each PLAINTIFF for the amount as advised by McGillivray Steele Elkin LLP. The COUNTY shall also issue an IRS Form 1099 MISC to McGillivray Steele Elkin LLP for the settlement fees.
- D. PLAINTIFFS and McGillivray Steele Elkin LLP shall be responsible for any taxes owed on their respective amounts in paragraphs 1A-B, except to the extent taxes are withheld from back pay by the COUNTY.

2. The COUNTY and PLAINTIFFS have all reviewed all information and records pertinent to the hours worked by PLAINTIFFS during the time period relevant to this lawsuit. PLAINTIFFS agree that, in the aftermath of their respective Responses to Court's Interrogatories in this matter, and upon further full review of the matter with their undersigned counsel, PLAINTIFFS will have been paid by the COUNTY pursuant to this Agreement in full resolution of all claims against Marion County under the FLSA through January 4, 2021. The parties further agree that this Settlement Agreement fully and finally resolves all claims, inclusive of any claims for attorneys' fees and costs, asserted in this lawsuit.

3. Upon all PLAINTIFFS executing this Agreement, the parties, by separate motion, will seek judicial approval of this Agreement. Upon the Court's formal approval of settlement in this matter, the COUNTY will submit the Agreement as soon as is practicable to its COUNTY Commission to seek the COUNTY's formal approval. An agreement in this matter is contingent upon formal approval by the COUNTY's Commission. In the event that PLAINTIFFS, the COUNTY and the COURT approve this Agreement, this action shall be dismissed with prejudice following satisfaction of the terms set forth in paragraph 1 above. In the event the proposed settlement contained in this Agreement is not finally approved by the Court and the COUNTY's Commission, this Agreement will no longer have any effect and the parties will revert to their respective positions as of the date and time immediately prior to the execution of this Agreement. The COUNTY will make its best efforts to make payments in full, as are referenced in Paragraph 1 above, within thirty (30) business days after the effective date of this Agreement (as is defined in paragraph 11 below). The COUNTY agrees to deliver these payments to the office of McGillivray Steele Elkin LLP as set forth in paragraph 1 above.

4. In exchange for the COUNTY making the payments being provided in Paragraph 1 of this Agreement, PLAINTIFFS release and discharge the COUNTY from

all FLSA claims that were or could have been asserted on the basis of the facts alleged in the Lawsuit, through January 4, 2021.

5. Upon the effective date of this Agreement, PLAINTIFFS release and discharge the COUNTY and any other person or entity that was PLAINTIFFS' "Employer" as that term is defined in 29 U.S.C. §203(d) of and from any and all liability for PLAINTIFFS' claims asserted against the COUNTY in this case.

6. By entering into this Agreement, the COUNTY admits no liability and expressly denies any liability of any kind in connection with the instant litigation, or any other matter arising from PLAINTIFFS' employment with the COUNTY.

7. The parties agree that this Agreement was entered into in the State of Florida and shall be construed and enforced in accordance with the laws of the State of Florida. The parties further agree that the prevailing party shall be entitled to receive its reasonable costs and attorney's fees from the non-prevailing party incurred in connection with enforcing the terms of this Agreement, provided the prevailing party gave the opposing party written notice, at least thirty (30) days prior to instituting legal proceedings for enforcement, (1) stating its intent to institute such legal proceedings and (2) specifying the alleged failure to comply with the terms of this Agreement.

8. The parties further agree that the U.S. District Court for the Middle District of Florida shall have continuing jurisdiction to construe, interpret and enforce the provisions of this Agreement, and to hear and adjudicate any dispute or litigation arising under this Agreement. In the event that any party is forced to institute legal proceedings for breach of the terms of this Agreement, it is specifically understood and agreed that any such legal proceeding must be brought exclusively in the federal or state courts servicing Marion County, Florida.

9. This Agreement shall be interpreted in accordance with the plain meaning of its terms and not for or against the drafter.

10. If any term or provision of this Agreement shall, to any extent, be declared invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby.

11. This Agreement shall become effective upon its signing by all parties and final approval by the Court.

12. All Parties acknowledge that they have been represented by competent, experienced counsel throughout all negotiations which preceded the execution of this Agreement, and this Agreement is made with the consent and advice of counsel who have jointly prepared this Agreement.

13. This Agreement may be executed in counterparts, which together shall constitute the complete Agreement with the same force and effect as if all signatures were obtained in one document. Scanned images, copies, and facsimiles of the executed Agreement, including without limitation any signature(s) or other mark(s) thereon, shall be admissible in any judicial, administrative or other proceeding related to this Agreement and have the same weight and binding force and effect as if an original executed Agreement.

14. The parties agree to use their best efforts and to fully cooperate in good faith with each other to accomplish the terms of this Agreement, including but not limited to, execution of such documents and to take such other action as may reasonably be necessary to implement and effectuate the terms of this Agreement.

15. This Agreement, including Attachment A, constitutes the complete understanding between PLAINTIFFS and the COUNTY with regard to the resolution of the above-referenced matter.

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement as of the date indicated below:

FOR DANIEL GARCIA:

By: _____
DANIEL GARCIA

Dated: _____

FOR JOSEPH AMIGLIORE:

By: _____
JOSEPH AMIGLIORE

Dated: 4/4/21

FOR SCOTT CHAPPELL:

By: _____
SCOTT CHAPPELL

Dated: _____

FOR CHRIS COOKSEY:

By: _____
CHRIS COOKSEY

Dated: _____

13. This Agreement may be executed in counterparts, which together shall constitute the complete Agreement with the same force and effect as if all signatures were obtained in one document. Scanned images, copies, and facsimiles of the executed Agreement, including without limitation any signature(s) or other mark(s) thereon, shall be admissible in any judicial, administrative or other proceeding related to this Agreement and have the same weight and binding force and effect as if an original executed Agreement.

14. The parties agree to use their best efforts and to fully cooperate in good faith with each other to accomplish the terms of this Agreement, including but not limited to, execution of such documents and to take such other action as may reasonably be necessary to implement and effectuate the terms of this Agreement.

15. This Agreement, including Attachment A, constitutes the complete understanding between PLAINTIFFS and the COUNTY with regard to the resolution of the above-referenced matter.

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement as of the date indicated below:

FOR DANIEL GARCIA:

By: _____
DANIEL GARCIA

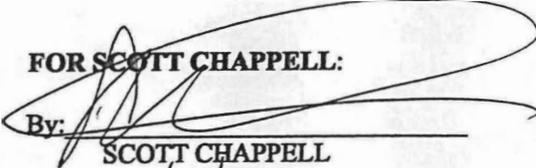
Dated: _____

FOR JOSEPH AMIGLIORE:

By: _____
JOSEPH AMIGLIORE

Dated: _____

FOR SCOTT CHAPPELL:

By:  _____
SCOTT CHAPPELL

Dated: 4/2/21 _____

FOR CHRIS COOKSEY:

By: _____
CHRIS COOKSEY

Dated: _____

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15. This Agreement, including Attachment A, constitutes the complete understanding between PLAINTIFFS and the COUNTY with regard to the resolution of the above-referenced matter.

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement as of the date indicated below:

FOR DANIEL GARCIA:

By: _____
DANIEL GARCIA

Dated: _____

FOR JOSEPH AMIGLIORE:

By: _____
JOSEPH AMIGLIORE

Dated: _____

FOR SCOTT CHAPPELL:

By: _____
SCOTT CHAPPELL

Dated: _____

FOR CHRIS COOKSEY:

By:  _____
CHRIS COOKSEY

Dated: 4-4-2021

13. This Agreement may be executed in counterparts, which together shall constitute the complete Agreement with the same force and effect as if all signatures were obtained in one document. Scanned images, copies, and facsimiles of the executed Agreement, including without limitation any signature(s) or other mark(s) thereon, shall be admissible in any judicial, administrative or other proceeding related to this Agreement and have the same weight and binding force and effect as if an original executed Agreement.

14. The parties agree to use their best efforts and to fully cooperate in good faith with each other to accomplish the terms of this Agreement, including but not limited to, execution of such documents and to take such other action as may reasonably be necessary to implement and effectuate the terms of this Agreement.

15. This Agreement, including Attachment A, constitutes the complete understanding between PLAINTIFFS and the COUNTY with regard to the resolution of the above-referenced matter.

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement as of the date indicated below:

FOR DANIEL GARCIA:

By: _____

DANIEL GARCIA

Dated: _____

4/5/21

FOR JOSEPH AMIGLIORE:

By: _____

JOSEPH AMIGLIORE

Dated: _____

FOR SCOTT CHAPPELL:

By: _____

SCOTT CHAPPELL

Dated: _____

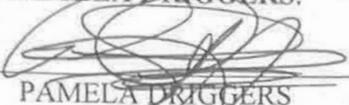
FOR CHRIS COOKSEY:

By: _____

CHRIS COOKSEY

Dated: _____

FOR PAMELA DRIGGERS:

By: 
PAMELA DRIGGERS

Dated: 05 April 2021

FOR SCOTT GRAGEN:

By: 
SCOTT GRAGEN

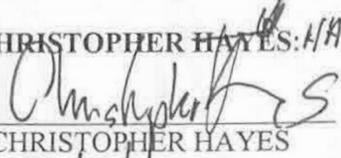
Dated: 4.5.2021

FOR JUSTIN HARRINGTON:

By: _____
JUSTIN HARRINGTON

Dated: _____

FOR CHRISTOPHER HAYES: HAYS

By: 
CHRISTOPHER HAYES

Dated: 4/5/21

FOR TODD HIME:

By: _____
TODD HIME

Dated: _____

FOR MURREL LIVERMAN:

By: _____
MURREL LIVERMAN

Dated: _____

FOR DAVID MILLS:

By: _____
DAVID MILLS

Dated: _____

FOR JOHN NOWERY:

By: _____
JOHN NOWERY

Dated: _____

FOR THOMAS REEVES:

By: _____
THOMAS REEVES

Dated: _____

FOR JOSEPH RINAUDO II:

By: _____
JOSEPH RINAUDO II

Dated: _____

FOR PAMELA DRIGGERS:

By: _____
PAMELA DRIGGERS

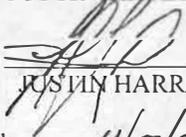
Dated: _____

FOR SCOTT GRAGEN:

By: _____
SCOTT GRAGEN

Dated: _____

FOR JUSTIN HARRINGTON:

By:  _____
JUSTIN HARRINGTON

Dated: 4/5/2021

FOR CHRISTOPHER HAYES:

By: _____
CHRISTOPHER HAYES

Dated: _____

FOR TODD HIME:

By: _____
TODD HIME

Dated: _____

FOR MURREL LIVERMAN:

By: _____
MURREL LIVERMAN

Dated: _____

FOR DAVID MILLS:

By: _____
DAVID MILLS

Dated: _____

FOR JOHN NOWERY:

By: _____
JOHN NOWERY

Dated: _____

FOR THOMAS REEVES:

By: _____
THOMAS REEVES

Dated: _____

FOR JOSEPH RINAUDO II:

By: _____
JOSEPH RINAUDO II

Dated: _____

FOR PAMELA DRIGGERS:

By: _____
PAMELA DRIGGERS

Dated: _____

FOR SCOTT GRAGEN:

By: _____
SCOTT GRAGEN

Dated: _____

FOR JUSTIN HARRINGTON:

By: _____
JUSTIN HARRINGTON

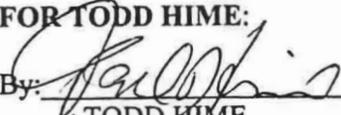
Dated: _____

FOR CHRISTOPHER HAYES:

By: _____
CHRISTOPHER HAYES

Dated: _____

FOR TODD HIME:

By:  _____
TODD HIME

Dated: 04-03-2021 _____

FOR MURREL LIVERMAN:

By: _____
MURREL LIVERMAN

Dated: _____

FOR DAVID MILLS:

By: _____
DAVID MILLS

Dated: _____

FOR JOHN NOWERY:

By: _____
JOHN NOWERY

Dated: _____

FOR THOMAS REEVES:

By: _____
THOMAS REEVES

Dated: _____

FOR JOSEPH RINAUDO II:

By: _____
JOSEPH RINAUDO II

Dated: _____

FOR PAMELA DRIGGERS:

By: _____
PAMELA DRIGGERS

Dated: _____

FOR SCOTT GRAGEN:

By: _____
SCOTT GRAGEN

Dated: _____

FOR JUSTIN HARRINGTON:

By: _____
JUSTIN HARRINGTON

Dated: _____

FOR CHRISTOPHER HAYES:

By: _____
CHRISTOPHER HAYES

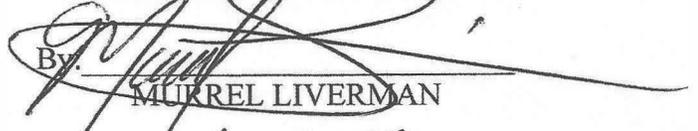
Dated: _____

FOR TODD HIME:

By: _____
TODD HIME

Dated: _____

FOR MURREL LIVERMAN:

By: 
MURREL LIVERMAN

Dated: April 30th 2021

FOR DAVID MILLS:

By: _____
DAVID MILLS

Dated: _____

FOR JOHN NOWERY:

By: _____
JOHN NOWERY

Dated: _____

FOR THOMAS REEVES:

By: _____
THOMAS REEVES

Dated: _____

FOR JOSEPH RINAUDO II:

By: _____
JOSEPH RINAUDO II

Dated: _____

FOR PAMELA DRIGGERS:

By: _____
PAMELA DRIGGERS

Dated: _____

FOR SCOTT GRAGEN:

By: _____
SCOTT GRAGEN

Dated: _____

FOR JUSTIN HARRINGTON:

By: _____
JUSTIN HARRINGTON

Dated: _____

FOR CHRISTOPHER HAYES:

By: _____
CHRISTOPHER HAYES

Dated: _____

FOR TODD HIME:

By: _____
TODD HIME

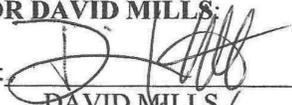
Dated: _____

FOR MURREL LIVERMAN:

By: _____
MURREL LIVERMAN

Dated: _____

FOR DAVID MILLS:

By:  _____
DAVID MILLS

Dated: 4/4/2021

FOR JOHN NOWERY:

By: _____
JOHN NOWERY

Dated: _____

FOR THOMAS REEVES:

By: _____
THOMAS REEVES

Dated: _____

FOR JOSEPH RINAUDO II:

By: _____
JOSEPH RINAUDO II

Dated: _____

FOR PAMELA DRIGGERS:

By: _____
PAMELA DRIGGERS

Dated: _____

FOR SCOTT GRAGEN:

By: _____
SCOTT GRAGEN

Dated: _____

FOR JUSTIN HARRINGTON:

By: _____
JUSTIN HARRINGTON

Dated: _____

FOR CHRISTOPHER HAYES:

By: _____
CHRISTOPHER HAYES

Dated: _____

FOR TODD HIME:

By: _____
TODD HIME

Dated: _____

FOR MURREL LIVERMAN:

By: _____
MURREL LIVERMAN

Dated: _____

FOR DAVID MILLS:

By: _____
DAVID MILLS

Dated: _____

FOR JOHN NOWERY:

By: John M. Nowery
JOHN NOWERY

Dated: 04-03-2021

FOR THOMAS REEVES:

By: _____
THOMAS REEVES

Dated: _____

FOR JOSEPH RINAUDO II:

By: _____
JOSEPH RINAUDO II

Dated: _____

FOR PAMELA DRIGGERS:

By: _____
PAMELA DRIGGERS

Dated: _____

FOR SCOTT GRAGEN:

By: _____
SCOTT GRAGEN

Dated: _____

FOR JUSTIN HARRINGTON:

By: _____
JUSTIN HARRINGTON

Dated: _____

FOR CHRISTOPHER HAYES:

By: _____
CHRISTOPHER HAYES

Dated: _____

FOR TODD HIME:

By: _____
TODD HIME

Dated: _____

FOR MURREL LIVERMAN:

By: _____
MURREL LIVERMAN

Dated: _____

FOR DAVID MILLS:

By: _____
DAVID MILLS

Dated: _____

FOR JOHN NOWERY:

By: _____
JOHN NOWERY

Dated: _____

FOR THOMAS REEVES:

By:  _____
THOMAS REEVES

Dated: 4-3-21 _____

FOR JOSEPH RINAUDO II:

By: _____
JOSEPH RINAUDO II

Dated: _____

FOR PAMELA DRIGGERS:

By: _____
PAMELA DRIGGERS

Dated: _____

FOR SCOTT GRAGEN:

By: _____
SCOTT GRAGEN

Dated: _____

FOR JUSTIN HARRINGTON:

By: _____
JUSTIN HARRINGTON

Dated: _____

FOR CHRISTOPHER HAYES:

By: _____
CHRISTOPHER HAYES

Dated: _____

FOR TODD HIME:

By: _____
TODD HIME

Dated: _____

FOR MURREL LIVERMAN:

By: _____
MURREL LIVERMAN

Dated: _____

FOR DAVID MILLS:

By: _____
DAVID MILLS

Dated: _____

FOR JOHN NOWERY:

By: _____
JOHN NOWERY

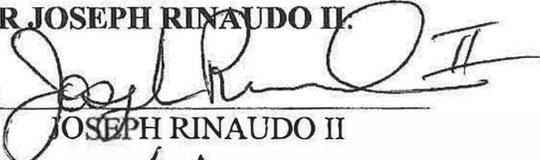
Dated: _____

FOR THOMAS REEVES:

By: _____
THOMAS REEVES

Dated: _____

FOR JOSEPH RINAUDO II.

By:  _____
JOSEPH RINAUDO II

Dated: 4/8/21

FOR MIGUEL RIOSECO:

By: 
MIGUEL RIOSECO

Dated: 4/4/2021

FOR PATRICK ASSELIN:

By: _____
PATRICK ASSELIN

Dated: _____

FOR CHRIS TRUBELHORN:

By: _____
CHRIS TRUBELHORN

Dated: _____

FOR MARION COUNTY

By: _____

Its: _____

Dated: _____

FOR MIGUEL RIOSECO:

By: _____
MIGUEL RIOSECO

Dated: _____

FOR PATRICK ASSELIN:

By: _____
PATRICK ASSELIN

Dated: _____

FOR CHRIS TRUBELHORN:

By: 
CHRIS TRUBELHORN

Dated: 4-5-21

FOR MARION COUNTY

By: _____

Its: _____

Dated: _____

FOR MIGUEL RIOSECO:

By: _____
MIGUEL RIOSECO

Dated: _____

FOR PATRICK ASSELIN:

By: Patrick Asselin
PATRICK ASSELIN

Dated: 04/02/2021

FOR CHRIS TRUBELHORN:

By: _____
CHRIS TRUBELHORN

Dated: _____

FOR MARION COUNTY

By: _____

Its: _____

Dated: _____

ATTACHMENT A

PLAINTIFF	GROSS BACK PAY	GROSS LIQUIDATED DAMAGES	TOTAL GROSS DISTRIBUTION
AMIGLIORE	\$ 17,043.00	\$ 17,043.00	\$ 34,086.00
ASSELIN	\$ 10,699.55	\$ 10,699.54	\$ 21,399.09
CHAPPELL	\$ 15,492.66	\$ 15,492.65	\$ 30,985.31
COOKSEY	\$ 10,589.10	\$ 10,589.09	\$ 21,178.19
DRIGGERS	\$ 17,572.31	\$ 17,572.30	\$ 35,144.61
GARCIA	\$ 7,986.03	\$ 7,986.02	\$ 15,972.05
GRAGEN	\$ 37,674.00	\$ 37,674.00	\$ 75,348.00
HARRINGTON	\$ 20,581.52	\$ 20,581.51	\$ 41,163.03
HAYS	\$ 42,179.31	\$ 42,179.31	\$ 84,358.62
HIME	\$ 11,756.63	\$ 11,756.63	\$ 23,513.26
LIVERMAN	\$ 12,540.96	\$ 12,540.96	\$ 25,081.92
MILLS	\$ 29,382.78	\$ 29,382.78	\$ 58,765.56
NOWERY	\$ 18,328.76	\$ 18,328.75	\$ 36,657.51
REEVES	\$ 17,107.82	\$ 17,107.82	\$ 34,215.64
RINAUDO	\$ 20,391.62	\$ 20,391.62	\$ 40,783.24
RIOSECO	\$ 15,699.88	\$ 15,699.88	\$ 31,399.76
TRUBELHORN	\$ 11,924.21	\$ 11,924.20	\$ 23,848.41
Total:	\$ 316,950.14	\$ 316,950.06	\$ 633,900.20

*Note: These figures represent the gross distribution amounts, before fees, costs, and taxes.

EXHIBIT B

McGILLIVARY STEELE ELKIN LLP
Summary of Attorneys' Fees
Report Period: 09/03/2019 to 04/20/2021

Marion County Captains

Gregory McGillivary

<u>Year</u>	<u>Rate</u>	<u>Hours Worked</u>	<u>Amount</u>
2019	350	6.10	\$2,135.00
2020	350	1.10	\$385.00
Sub Total:			\$2,520.00

Sara Faulman

<u>Year</u>	<u>Rate</u>	<u>Hours Worked</u>	<u>Amount</u>
2019	300	28.10	\$8,430.00
2020	300	51.30	\$15,390.00
2021	300	21.60	\$6,480.00
Sub Total:			\$30,300.00

John Stewart

<u>Year</u>	<u>Rate</u>	<u>Hours Worked</u>	<u>Amount</u>
2019	250	103.00	\$25,750.00
2020	250	96.80	\$24,200.00
2021	250	48.30	\$12,075.00
Sub Total:			\$49,950.00

Keith Nickerson

<u>Year</u>	<u>Rate</u>	<u>Hours Worked</u>	<u>Amount</u>
2019	125	11.30	\$1,412.50
2020	125	55.00	\$6,875.00
2021	125	12.30	\$1,537.50
Sub Total:			\$9,825.00

Richard DeBoard

<u>Year</u>	<u>Rate</u>	<u>Hours Worked</u>	<u>Amount</u>
2019	100	1.00	\$100.00
2020	100	25.00	\$2,500.00
2021	100	1.30	\$130.00
Sub Total:			\$2,730.00

Sandy Patel

<u>Year</u>	<u>Rate</u>	<u>Hours Worked</u>	<u>Amount</u>
2021	100	0.40	\$40.00
Sub Total:			\$40.00

Kathleen Dacruz

<u>Year</u>	<u>Rate</u>	<u>Hours Worked</u>	<u>Amount</u>
2019	100	31.20	\$3,120.00
2020	100	23.80	\$2,380.00
2021	100	0.70	\$70.00
Sub Total:			\$5,570.00

Shannon Dhillon

<u>Year</u>	<u>Rate</u>	<u>Hours Worked</u>	<u>Amount</u>
2019	100	0.40	\$40.00
Sub Total:			\$40.00

Mary O'Brien

<u>Year</u>	<u>Rate</u>	<u>Hours Worked</u>	<u>Amount</u>
2019	100	4.30	\$430.00
2020	100	2.40	\$240.00
Sub Total:			\$670.00

Total: \$101,645.00

Expenses: \$3,640.29

Grand Total: \$105,285.29

McGILLIVARY STEELE ELKIN LLP

Expenses Incurred

Report Period: 09/01/2019 to 04/20/2021

IAFF FLSA \$10,000.00

Marion County Captains FLSA

Bloomberg BNA Research	\$317.12
Consultant Services	\$1,433.75
Court Costs	\$300.00
LexisNexis Research	\$36.86
Phone Charges	\$202.72
Process Server	\$208.75
Supplies	\$23.80
Travel Expense	\$1,117.29
Total:	\$3,640.29

McGILLIVARY STEELE ELKIN LLP**SERVICES PERFORMED BY
Gregory McGillivary***Report Period: 09/03/2019 to 04/16/2021*IAFF FLSA \$10,000.00
Marion County Captains FLSA

DATE	HRS WORKED	DESCRIPTION
9/6/2019	0.40	Emails with Sara and John regarding union meetings and county attempt to direct with clients.
9/9/2019	0.40	Conferences with John regarding meetings with new clients and how to combat County's attempt to direct deal with clients.
9/10/2019	0.40	Meet with John to discuss strategy at meetings and twist in case.
9/17/2019	0.40	Emails regarding meetings with client; new consent form; meet with John to discuss.
9/25/2019	0.30	Emails regarding possible settlement .
9/28/2019	0.30	Conference with John about offer for assistance from local fire chief.
10/1/2019	0.40	Conference with John about settlement and about employer pro hac conflict issue.
10/2/2019	0.40	Review email correspondence and conference with John about editing same on opposition to pro hac.
10/15/2019	0.30	Conference with John about settlement and motion to disqualify.
10/16/2019	0.40	Conferences with John regarding settlement and motion to disqualify.
10/18/2019	0.50	Emails and conference with John about response to motion to DQ.
10/22/2019	0.40	Emails and conference with John about motion to dq and settlement strategy; strategy to respond.
10/30/2019	0.30	Conference with Sara and John about strategy for settlement and review Sara's email proposal and respond to same.
11/4/2019	0.40	Review and revise letter to local counsel about case strategy.

McGILLIVARY STEELE ELKIN LLP

**SERVICES PERFORMED BY
Gregory McGillivary**

Report Period: 09/03/2019 to 04/16/2021

IAFF FLSA \$10,000.00
Marion County Captains FLSA

DATE	HRS WORKED	DESCRIPTION
11/6/2019	0.50	Emails regarding settlement demand; emails about fee rates.
11/13/2019	0.30	Review letter to plaintiffs explaining case status and email about same.
1/27/2020	0.50	Conferences with Keith regarding methodology to compute damages and review email related to same.
3/23/2020	0.60	Emails with Sara and Keith about settlement and strategy.

McGILLIVARY STEELE ELKIN LLP**SERVICES PERFORMED BY
Sara Faulman***Report Period: 09/03/2019 to 04/16/2021*IAFF FLSA \$10,000.00
Marion County Captains FLSA

DATE	HRS WORKED	DESCRIPTION
9/3/2019	1.10	Edit retainer agreement; discuss claims with office; prepare materials for call with potential co-counsel.
9/4/2019	0.80	Telephone call with Local Counsel regarding case and assignment to office regarding same.
9/5/2019	0.90	Review materials from client regarding meetings with City, telephone call with same, follow-up correspondence to office.
9/6/2019	1.10	Edit correspondence to members; discuss potential client meetings with office.
9/12/2019	0.40	Review information from office on client sign-ups and assignment regarding same.
9/16/2019	1.60	Discuss client meetings with JWS, finalize and send local counsel retainer letter to IAFF, discuss potential client issue with JWS; edit and revise Complaint; edit and revise letter to County; review draft message from union regarding lawsuit and discuss same by email with JWS.
9/17/2019	0.40	Discuss status of complaint and other case issues with JWS.
9/18/2019	0.40	Correspondence with office / local counsel regarding filing.
9/19/2019	0.70	Analyze letter from defense counsel; analyze information from clients; office emails regarding same.
9/25/2019	0.40	Analyze legal issues regarding PHV.
10/2/2019	0.30	Review and edit response to correspondence from opposing counsel and discuss issues with office.
10/29/2019	0.90	Prepare for and participate in office conference regarding case status; research on issue on disqualification; update internal case memo regarding same.

McGILLIVARY STEELE ELKIN LLP**SERVICES PERFORMED BY
Sara Faulman***Report Period: 09/03/2019 to 04/16/2021*IAFF FLSA \$10,000.00
Marion County Captains FLSA

DATE	HRS WORKED	DESCRIPTION
10/30/2019	1.70	Office discussions regarding opposition motions and settlement strategy; discussion with Riddling counsel regarding same; analyze motion to consolidate and draft opposition to same.
10/31/2019	1.40	Edit and revise opposition to motion to consolidate.
11/1/2019	2.30	Edit and revise opposition to motion for disqualification.
11/4/2019	0.20	Office correspondence regarding issue raised by local counsel and discussion re: disqualification.
11/5/2019	1.80	Review court order on consolidation; draft settlement demand and research fees issue for same.
11/6/2019	0.20	Office discussions regarding settlement demand; review new order filed by the Court.
11/7/2019	0.60	Additional edits to settlement demand and correspondence with opposing counsel regarding same.
11/8/2019	0.60	Analyze court decision denying motion to disqualify counsel.
11/13/2019	0.40	Edit letter to plaintiffs.
11/14/2019	0.30	Office discussion regarding interrogatory responses and strategy for completing same.
11/18/2019	0.60	Edit and revise interrogatory responses.
11/20/2019	0.40	Analyze plaintiff changes to interrogatory responses.
11/25/2019	1.30	Review materials for filing; analyze changes to court required responses; draft email assignment to office regarding same.
11/27/2019	0.20	Review correspondence regarding payroll data from opposing counsel.
12/2/2019	0.50	Initial review of information provided by defendant and discussion with office regarding same.

McGILLIVARY STEELE ELKIN LLP**SERVICES PERFORMED BY
Sara Faulman***Report Period: 09/03/2019 to 04/16/2021*IAFF FLSA \$10,000.00
Marion County Captains FLSA

DATE	HRS WORKED	DESCRIPTION
12/9/2019	1.30	Analyze pay data and CBA in preparation for office meeting on damage calculations; meeting with KAN to discuss same.
12/10/2019	0.30	Edit and revise information for potential fee issue on settlement.
12/12/2019	1.80	Office meeting with KAN and KD to discuss items needed to calculate damages; telephone call with client to discuss pay matters; prepare for and participate in call with opposing counsel regarding damages information.
12/16/2019	1.40	Office discussion with JWS regarding defendant production and status of case; analyze defendant filed summaries and compare with answer; review and respond to emails from office regarding same.
12/30/2019	1.20	Analyze information provided by City and discuss same with office; edit letter to County regarding deficiencies .
12/31/2019	0.40	Analyze potential motion for telephone hearing and discuss changes to same and letter to defendant with JWS.
1/7/2020	0.20	Review information on damages and discuss same with office.
1/8/2020	0.60	Prepare for and participate in conference with office regarding damages; discuss with JWS issue with CBA; correspondence with defense counsel regarding potential settlement meeting.
1/10/2020	0.60	Office discussions regarding CBA issue and settlement conference issue; edit motion to extend time.
1/21/2020	0.20	Review upcoming deadlines for discovery post mediation.
1/23/2020	0.60	Initial discussion with KAN regarding damage estimates and timelines for same; initial review of new documents produced by City and correspondence to KAN regarding same.

McGILLIVARY STEELE ELKIN LLP**SERVICES PERFORMED BY
Sara Faulman***Report Period: 09/03/2019 to 04/16/2021*IAFF FLSA \$10,000.00
Marion County Captains FLSA

DATE	HRS WORKED	DESCRIPTION
1/28/2020	0.80	Analyze damages information for settlement demand purposes.
1/29/2020	1.80	Prepare for and participate in office meetings regarding damage calculations for client notification / potential settlement; revise letter to plaintiffs.
1/30/2020	0.30	Final edits and preparation of letter to plaintiffs.
2/4/2020	0.40	Discussions with KAN regarding damage calculations.
2/5/2020	1.70	Analyze updated damages calculations and draft letter to defense counsel for settlement negotiations.
2/6/2020	0.40	Additional edits to settlement / negotiation letter.
2/11/2020	0.40	Office discussions regarding updated settlement numbers.
2/13/2020	0.80	Prepare for and participate in settlement discussion with defendant.
2/24/2020	0.30	Correspondence with office / defense counsel regarding settlement and status update.
3/5/2020	0.20	Analyze communication from client regarding time recording issue.
3/6/2020	0.90	Edit and revise letter to County regarding time recording; initial review of settlement agreement; telephone call with opposing counsel regarding negotiations.
3/10/2020	0.30	Office correspondence regarding negotiations.
3/11/2020	0.20	Correspondence with defense counsel / office regarding negotiations.
3/16/2020	0.60	Additional edits to settlement agreement.
3/17/2020	0.10	Discussion with JWS regarding status of case and next steps.

McGILLIVARY STEELE ELKIN LLP**SERVICES PERFORMED BY
Sara Faulman***Report Period: 09/03/2019 to 04/16/2021*IAFF FLSA \$10,000.00
Marion County Captains FLSA

DATE	HRS WORKED	DESCRIPTION
3/20/2020	1.70	Prepare for and participate in telephone calls with opposing counsel and office regarding settlement; edit settlement agreement materials.
3/21/2020	0.60	Edit letter to plaintiffs and analyze potential changes to distribution scheme; email to office regarding same.
3/23/2020	1.30	Draft and revise letter to plaintiffs; discuss same with office.
3/24/2020	1.70	Prepare for and participate in call with plaintiff Garcia regarding settlement terms; additional correspondence with opposing counsel regarding same; edit agreement and prepare for signatures; edit letter based on changes to agreement.
3/27/2020	0.80	Analyze correspondence from opposing counsel regarding potential change to settlement terms; additional correspondence regarding same; discuss with office.
3/29/2020	0.80	Further analysis of defendant last minute change to settlement; discuss same with office, and draft response to County.
3/30/2020	0.30	Correspondence with opposing counsel; review question from client regarding negotiations.
4/1/2020	0.10	Discussions with JWS regarding negotiations.
4/2/2020	1.10	Research on issues hampering settlement; prepare for and participate in call with opposing counsel; review email from client about contact by Fire Chief; email correspondence with office regarding same.
4/3/2020	0.40	Telephone discussion with JS regarding settlement issue.
4/6/2020	0.20	Office correspondence / discussion regarding Union position on MOU and settlement issue.
4/8/2020	0.40	Analyze email correspondence from union and respond to same; review and approve status report to file with the Court.

McGILLIVARY STEELE ELKIN LLP**SERVICES PERFORMED BY
Sara Faulman***Report Period: 09/03/2019 to 04/16/2021*IAFF FLSA \$10,000.00
Marion County Captains FLSA

DATE	HRS WORKED	DESCRIPTION
4/9/2020	0.40	Email correspondence with Union regarding settlement issue; review court order.
4/13/2020	0.10	Office conference regarding status and draft email to opposing counsel regarding same.
4/14/2020	0.40	Telephone call with County attorney and information to file regarding same.
4/29/2020	0.20	Office communication regarding settlement efforts.
5/1/2020	0.60	Correspondence with client regarding settlement / MOU; email discussion with office regarding same.
5/4/2020	0.30	Analyze notes from office regarding call with local counsel; email correspondence regarding same.
5/15/2020	0.30	Analyze question and update from client; edit response to same and discuss with JWS.
5/28/2020	0.20	Correspondence with office / opposing counsel regarding case status and potential settlement.
6/2/2020	0.40	Analyze update from client regarding change in job duties and email correspondence with JWS regarding same.
6/3/2020	1.30	Prepare for discussion with opposing counsel regarding settlement and County efforts to undermine facts of litigation; engage in same; edit and revise status report to Court; research CMO guidelines.
6/8/2020	0.60	Analyze defendant CMO, think about response to same; assignment to office.
6/10/2020	1.10	Prepare for and participate in conference call regarding discovery matters; follow up edits to CMO.
6/12/2020	1.30	Review defendant response to CMO and discuss same with office; call with opposing counsel; additional legal research for and finalize CMO.
6/23/2020	0.20	Review Court Order on CMP.

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DATE	HRS WORKED	DESCRIPTION
6/28/2020	0.60	Review and edit initial disclosures.
6/29/2020	0.70	Discussion with JWS regarding initial disclosures, letter to opposing counsel, and case status; analyze Defendant's initial disclosures and email to JWS regarding same.
6/30/2020	0.60	Review information from client / JWS regarding change in Captain assignments.
7/13/2020	0.40	Edit letter to opposing counsel regarding improper behavior and correspondence with JWS regarding same.
7/20/2020	0.30	Review information about reorganization plan from clients and correspondence with JWS regarding meeting with co-counsel regarding same.
8/6/2020	0.20	Assignment to office regarding discovery.
8/11/2020	0.80	Edit requests for production of documents.
8/12/2020	0.40	Additional edits to requests for production and interrogatories .
8/19/2020	0.90	Analyze defendant discovery requests.
8/20/2020	0.20	Discuss discovery response strategy with JWS.
8/31/2020	0.90	Initial review of TA'd potential agreement.
9/10/2020	0.90	Edit and revise discovery response.
9/11/2020	0.60	Edit cover email to plaintiffs regarding discovery; correspondence with opposing counsel regarding same.
10/5/2020	0.40	Discovery: discuss status with JWS.
10/6/2020	2.30	Discovery: edit and revise plaintiffs' discovery responses; review Defendant's discovery response and emails with JWS regarding same.
10/7/2020	0.30	Draft email to opposing counsel regarding discovery issue.

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10/9/2020	0.20	Correspondence with opposing counsel regarding discovery.
10/21/2020	0.20	Office discussion regarding outstanding discovery.
10/27/2020	0.20	Office correspondence regarding discovery downloads.
11/20/2020	0.20	Correspondence with KAN regarding discovery issue.
11/30/2020	0.80	Analyze defendant deposition notices; discuss same with JWS via email.
12/4/2020	0.40	Analyze email from opposing counsel and draft response to same; initial discussion with JWS regarding strategy.
12/7/2020	2.30	Prepare for and participate in discovery call with JWS, analyze recent 4th Circuit case on BCs and exemption status; review information provided by union on potential deponents; prepare for call with opposing counsel regarding discovery issues.
12/8/2020	0.80	Telephone call with opposing counsel regarding discovery dispute and email correspondence with JWS regarding response to same and potential motion.
12/9/2020	0.40	Office / opposing counsel discussions regarding discovery.
12/10/2020	0.30	Office correspondence regarding depositions.
12/11/2020	1.60	Edit and revise 30(b)(6) notice; finalize same and correspondence with opposing counsel regarding same; finalize calendar review and provide tentative dates to opposing counsel for depositions.
12/15/2020	2.30	Prepare for and outline plaintiff interview questions; initial plaintiff interviews with PD and JA and draft memo to file regarding prep notes for same.
12/16/2020	0.40	Email correspondence with JA regarding deposition dates / issues.

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DATE	HRS WORKED	DESCRIPTION
12/17/2020	1.90	Prepare for and participate in client call with DM regarding depositions and deposition prep; draft memo to file about potential questions to ask of City witnesses based on same; emails with clients regarding dates.
12/18/2020	0.30	Analyze potential discovery schedule and emails with office regarding same.
12/30/2020	0.30	Analyze email from opposing counsel regarding deposition dates; emails with JWS regarding discovery.
1/5/2021	0.60	Analyze discovery schedule for plaintiff depositions and 30(b)(6); discuss same with JWS via email.
1/6/2021	0.30	Correspondence regarding discovery (deposition dates, assignments); finalize correspondence to plaintiff with discovery question.
1/8/2021	0.30	Review and analyze correspondence from opposing counsel regarding deposition dates; review summonses.
2/4/2021	0.20	Review email about updated discovery.
2/23/2021	0.60	Correspondence with JWS regarding discovery status and analyze potential issues for MPO.
3/8/2021	0.40	Research for and draft email to JWS, re: potential motion for protective order.
3/10/2021	0.90	Edit and revise settlement demand; draft email to JWS regarding depositions and settlement efforts.
3/15/2021	1.40	Settlement talks: Review case file / damages information to prepare for call with plaintiffs; telephone conference with JWS, telephone call with D. Garcia, telephone conference with all plaintiffs; follow up call with JWS.
3/17/2021	0.60	Review materials from plaintiffs regarding settlement discussions; discuss same with JWS.
3/18/2021	0.30	Additional text discussions with JWS regarding settlement.

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DATE	HRS WORKED	DESCRIPTION
3/25/2021	1.60	Analyze damages breakdown for settlement; discuss settlement issue with GKM and JWS; telephone discussions with KAN and JWS regarding damages model.
3/26/2021	0.40	Analyze memo on settlement damages; emails with JWS regarding client meetings.
3/29/2021	1.20	Prepare for and participate in call with plaintiff regarding settlement damages; edit and revise settlement agreement; discuss settlement issues with JWS.
3/30/2021	1.10	Prepare for and participate in settlement distribution call with plaintiffs; emails / texts with JWS regarding next steps; initial review of legal requirements for settlement approval memo .

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9/3/2019	2.20	Office phone call re initiating case; phone call with client re preparing to file suit, communications with local members, and anticipated litigation issues; office emails re same; draft consent-retainer and circulate for review; additional office emails re case management.
9/6/2019	2.10	Office emails re local president's draft letter to plaintiffs; review and propose comments to same; phone call with client re letter, meetings, and case logistics; additional office emails and emails to client re same; coordinate client meetings for September 11-12, 2019; office emails re same .
9/9/2019	0.90	Office conference re client meeting; prepare for same; finalize consent/retainer form; office emails re same.
9/10/2019	4.10	Review Riddling v. Marion County materials and case file; prepare for meetings with clients and local members.
9/11/2019	3.10	Prepare for and attend meeting with local president and members re ongoing lawsuit and questions about captains' exempt status; notes to file re same; legal research re potential additional Florida state law claims; office phone call re same; phone call with local president re same; prepare for meetings on Wednesday.
9/12/2019	5.90	Prepare for and attend client meetings re ongoing lawsuit, collect additional facts re job duties and workplace practice and policy, and answer questions re captains' exempt status; notes to file re same; client calls re follow-up questions and others interested in joining lawsuit; confer with Sara Faulman re same; compile and review retainers and notes from conversations.
9/13/2019	2.80	Review notes from meetings; office conferences re same; phone call and emails with local president re questions from plaintiffs about case and interviews; draft letter to County re meetings; prepare draft complaint.

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9/16/2019	4.20	Phone calls and emails with plaintiffs re County's proposed meetings and complaint; draft complaint; research re direct contacts with represented parties; draft letter to County's attorney re same; office emails re same.
9/17/2019	3.60	Revise and finalize complaint; analyze local rules; prepare civil cover sheet and related documents in preparation for filing; client phone calls and emails re finalizing complaint and consents to sue; phone calls with local counsel re finalizing and filing complaint; office emails re same.
9/18/2019	2.30	Finalize complaint and associated filings; coordinate filing of same; finalize and send letter re individual meetings; client phone calls re same; office emails re same.
9/19/2019	3.20	Phone calls with plaintiffs re upcoming meetings with County and updates from County re same; office email re same; review letter from opposing counsel re same; office emails re same; client phone call re opinion letter attached to letter; research re privilege/confidentiality issues implicated by misappropriated documents by former agents; office emails re same.
9/23/2019	0.70	Review local rules and coordinate filing of notice of additional opt-in plaintiff; email with local counsel re service of process and additional opt-in plaintiff.
9/24/2019	2.40	Review local rules and recent filings in Middle District of Florida; draft special appearances and notice of new trial counsel; draft rep letters for plaintiffs; office emails re same; additional revisions to same; emails with local counsel re coordinating filing of same and questions concerning local rules; coordinate service of complaint and recent filings; office emails re notice of additional opt-in plaintiff.

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9/25/2019	2.90	Client phone call re case status and questions re talking to local's counsel re effect of lawsuit on bargaining obligations; legal research re special appearances and the regular practice of law as defined by the Middle District of Florida; draft opinion re application to recent cases and office email re same; revise pro hac vice motions and related materials and email with local counsel re same; office conferences and emails re service of process; email to opposing counsel re consent to special appearances and service of court filings prior to service of process; phone call with opposing counsel re consent to special appearances and related issues concerning commencement of litigation and settlement; notes to file re same; coordinate mailing and emailing of rep letters to plaintiffs.
9/27/2019	2.90	Office emails re difficulty with service of process; research re Marion County ordinances and Florida law re accepting service and serving municipalities; emails with process server re same; phone call to Riddling matter plaintiffs' counsel's office; research re assertion of privilege for misappropriated documents and related issues; office emails and emails with local counsel re inquiry about case from Chief Jeremy Holmes of Georgia.
9/30/2019	0.60	Review notes re travel to Marion County for Local meeting and compile same; office emails re same; update litigation calendar.
10/1/2019	3.10	Office conferences re potential settlement offers; phone call with counsel for plaintiffs in parallel case; phone call with opposing counsel; research re conflicts of interest and related issues; office conferences re same; research re standard for motions for disqualification and special admission; notes to file re same.

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10/2/2019	3.80	Email with opposing counsel re objection to admission and settlement discussions; office emails and conferences re same; legal research re Florida rules concerning conflicts, FLSA exemption interpretation since 2010, and related issues; further emails re same; coordinate filing of motions for pro hac vice admission; client calls re discussions with opposing counsel.
10/3/2019	0.60	Emails re service of process and filing issues; review recent filings; prepare settlement demand.
10/4/2019	0.40	Review order granting special admission; office email and email to local counsel re same; coordinate completion of M.D. Fl. attorney ECF applications.
10/7/2019	0.60	Prepare for and participate in call with counsel for plaintiffs in Riddling case re settlement and related issues; notes to file re same.
10/10/2019	0.10	Office emails re local counsel letter/agreement.
10/11/2019	1.40	Phone call with plaintiffs' counsel in Riddling v. Marion County re global settlement offer; email and phone conversation with Cole Barnett re documentation of contingent fee arrangement per Florida ethical obligations; office emails re local counsel retainer letter; revise and circulated updated version of same.
10/15/2019	3.10	Draft settlement demand email; email and phone call with counsel for plaintiffs in Riddling case re same; office conference re same; research re privilege; draft demand letter re opinion letter; phone call to opposing counsel re settlement negotiations.
10/16/2019	2.60	Revise letter demanding return of privileged opinion letter; research re same; office conferences re same and re approaching settlement; phone call with opposing counsel re same and re settlement discussions; legal research re statements made by opposing counsel re conflict of interest; client phone call re phone conversation with opposing counsel, privilege, and related settlement issues.

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10/18/2019	1.80	Review stipulations to consolidate cases and consider recommendation on consolidation; review motion to disqualify; draft email re certification in motion to disqualify.
10/21/2019	1.40	Review local rules and draft Rule 3.01(g) certification; phone call and emails with local counsel re same; office emails re same.
10/22/2019	0.80	Office conference re update to Rule 3.01(g) certificate; email to opposing counsel re same; finalize and file same.
10/23/2019	0.80	Analyze motion to disqualify and outline opposition to same; follow-up research corporate clients.
10/24/2019	0.80	Review corrected motion to disqualify and order denying previous version; review opposition to motion to disqualify in similar case.
10/25/2019	1.20	Phone call with counsel for parallel case re settlement discussions with County, potential joint stipulation re same; analyze corrected motion to disqualify and Florida rules re initiation of attorney-client relationship .
10/28/2019	0.80	Client email re preparation for upcoming filings and related issues; research re attorney-client relationships under Florida law in preparation for filing oppositon to motion to disqualify.
10/29/2019	2.70	Office conference re motion to disqualify, motion to consolidate, and related issues; continue research re attorney-client relationship and conflicts of interest.
10/30/2019	3.20	Phone call with counsel for plaintiffs in parallel case; office conferences re same; office emails re same; continue researching and drafting opposition to motion for disqualification; office conference re same and re opposition to motion for consolidation; research re and revisions to opposition to motion for consolidation; office email re same .

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10/31/2019	7.70	Finalize and coordinate filing of opposition to motion to consolidate; continue researching re motions for disqualification; continue drafting opposition to Motion to Disqualify; client phone calls re declaration and underlying facts re same; draft declaration and send to client.
11/1/2019	2.90	Revise, finalize, and file opposition to motion to disqualify counsel; discuss with KAN.
11/4/2019	0.50	Office conference re motion to disqualify, settlement, and related issues; emails re letter to local counsel; finalize and coordinate sending of same.
11/5/2019	0.60	Revise letter re settlement; office emails re same; review order denying consolidation and email re same; review FLSA scheduling order and update litigation calendar.
11/6/2019	0.40	Office emails re settlement demand/fees accounting; revise letter re settlement demand and office emails re
11/7/2019	0.10	Office emails re settlement letter.
11/8/2019	0.90	Review order denying motion to disqualify; review FLSA scheduling order and prepare for client phone calls re same; email to Danny Garcia re logistics of same and case status update.
11/11/2019	0.60	Review court interrogatories in preparation for client calls re same; email to Danny Garcia re same.
11/12/2019	0.40	Office emails and emails with local counsel re retainer agreement with client; draft brief letter re same.
11/13/2019	0.20	Revisions to letter to clients re local counsel and office emails/phone calls re same.
11/14/2019	3.40	Client phone calls re discovery/court interrogatories; notes to file re same; office conferences re same; draft template for plaintiff interviews and revise same following meeting and phone interviews.

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11/15/2019	2.20	Plaintiff phone calls re interrogatory responses; notes to file and office conferences re same; draft responses to Court interrogatories.
11/16/2019	1.60	Review client notes and draft responses to court interrogatories; office email re same.
11/19/2019	2.30	Draft interrogatory responses for all plaintiffs; office emails re same; client phone calls re same.
11/20/2019	0.60	Client phone calls and emails re questions re answers to interrogatories.
11/21/2019	1.20	Prepare revised answers to interrogatories and coordinate review and signature of same; office emails re same; client phone calls and emails re changes to interrogatory answers.
11/25/2019	1.40	Finalize and file answers to court interrogatories; emails re same.
12/16/2019	0.50	Review case materials and update litigation calendar; office conference re same; review verified statements filed by defendant and office email correspondence re same.
12/26/2019	0.30	Review document production from opposing counsel; office emails re same.
12/30/2019	0.90	Client phone calls re inaccuracy of verified summary data and records produced by opposing counsel.
12/31/2019	1.20	Review local rules, judicial preferences, and filings in Riddling case; email with co-counsel; draft motion for leave to conduct meeting telephonically and email re same; revise and finalize letter to opposing counsel re deficient discovery responses; office conference re same; send letter to opposing counsel re discovery.
1/7/2020	0.30	Office emails re discovery production; review master duty rosters.

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1/8/2020	0.40	Office conferences re damages calculations and related issues; email to co-counsel re union negotiations; client communications re same.
1/9/2020	0.20	Office emails and emails with local counsel re conference call on bargaining issues and interaction with FLSA case.
1/15/2020	0.20	Client call re potential settlement offer in related case; office emails re same.
1/21/2020	0.60	Office conference re case status; review recent filings and correspondence with opposing counsel; office email re upcoming deadlines and strategy in approaching settlement conference.
1/21/2020	0.20	Phone call to Joe Amigliore re his questions on case status.
1/27/2020	0.30	Confer with Keith Nickerson re damages calculations; review memorandum and office emails re same.
1/28/2020	0.40	Office conference and emails re discussion of damages model in preparation for settlement demand.
1/29/2020	1.60	Review memorandum re damages methodology and issues with County's payroll data; phone call with President Garcia re interpretation of certain premium pays and questions on shift/overtime scheduling as reflected in data; notes to file re same in preparation for meeting with Keith Nickerson and litigation team re damages calculations for settlement demand; meeting with Keith Nickerson and litigation team re finalizing damages model for settlement negotiations, accounting for unrecorded overtime, plaintiff communications re same and re verifying payroll data; notes to file re same.
1/30/2020	0.30	Review and comment on plaintiff letters re damages calculations; office emails re same; finalize letter drafts and additional office emails.
1/31/2020	0.10	Emails re plaintiff letters re damages verification and office conference re same.

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2/4/2020	0.30	Review email re updated damages calculations; review updated damages calculations.
2/5/2020	0.20	Review settlement letter and office email re same.
2/11/2020	0.70	Office emails and conferences re damages calculations; revise settlement letter.
2/12/2020	1.20	Phone calls with plaintiffs re damages issues; finalize and send letter to opposing counsel re settlement demand; office conference re same; prepare for phone conference re same.
2/13/2020	0.60	Prepare for and participate in settlement conference with opposing counsel re settlement; review status report.
2/19/2020	0.30	Research re Florida Sunshine Law; revise status report re settlement discussions; office email re same.
2/24/2020	0.70	Emails and phone calls with Danny Garcia re questions on compliance with new directive from County on pre-shift/post-shift work; notes to file and office email re same.
2/24/2020	0.60	Emails and phone call with opposing counsel re settlement negotiations; office email re same; review proposed edits to joint status report; office emails re same; finalize and coordinate filing of same.
2/27/2020	2.30	Office phone call re retaliation/targeting concerns from plaintiffs; phone calls with local president and plaintiff Danny Garcia re timekeeping procedures and retaliation concerns; analyze Marion County SOGs/SOPs and follow up with advice for plaintiffs on compliance/retaliation.
3/2/2020	0.20	Client emails and office emails re updating plaintiff database.
3/5/2020	2.30	Phone calls and emails with President Garcia re recent directives from supervisors re time keeping; legal research re knowledge and constructive knowledge in 11th Circuit; draft letter to opposing counsel re plaintiffs' intended response to new time keeping directives.

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3/6/2020	2.80	Review and revise letter to opposing counsel re time keeping; email to President Garcia re coordinating same; office emails re same; email to clients re update on time keeping directives/lawsuit; review draft settlement agreement proposed by County; office emails re same; phone call with Cole Barnette and emails with President Garcia re implications of agreeing to resume negotiations.
3/9/2020	0.30	Emails with client and litigation team re responding to settlement agreement email from opposing counsel.
3/10/2020	0.90	Preparation and conference call with local counsel and Local President Danny Garcia re Benton Wood's request to reopen bargaining and potential implications re same; notes to file re same; office emails and email to opposing counsel re same.
3/11/2020	1.60	Email to opposing counsel re negotiations; revise proposed draft settlement agreement; office emails re same; further revisions to same.
3/15/2020	0.10	Office email re settlement agreement.
3/17/2020	0.30	Finalize and send draft settlement agreement to opposing counsel; review case file and update litigation calendar; phone call with Sara Faulman re settlement negotiations and upcoming deadlines.
3/19/2020	0.10	Emails with opposing counsel re settlement agreement discussion.
3/20/2020	0.60	Phone call with opposing counsel re settlement negotiations; follow-up call with Sara Faulman and notes re same.
3/20/2020	1.60	Phone call with Sara Faulman and Keith Nickerson re settlement distribution; draft plaintiff letter re settlement.
3/23/2020	0.40	Office emails re settlement; revisions to plaintiff letter re same; emails with local counsel and internal emails re local counsel fees and settlement distribution.

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3/24/2020	0.70	Client phone conference re settlement and logistics of notifying plaintiffs; phone call and emails with Sara Faulman re same; revise plaintiff letter and email same to Sara Faulman; additional revisions to same.
3/27/2020	1.10	Finalize letter to plaintiffs re final agreement in principle with County; review email from opposing counsel and "Memorandum of Understanding" expanding scope of settlement agreement; emails re strategy in responding to same; client communications re same.
3/30/2020	0.20	Review email to opposing counsel and propose edits to same.
4/1/2020	0.70	Phone call with Paul Donnelly and Danny Garcia re settlement negotiations; email correspondence re same.
4/2/2020	0.80	Client phone call re attempt by opposing counsel to include MOU with Union in settlement agreement; office emails re same; research re retaliation claims based on wage cuts following lawsuits; office emails re same.
4/3/2020	0.20	Emails with Sara Faulman and Danny Garcia re discussion of MOU.
4/3/2020	0.90	Office phone call re settlement discussions; phone call with Danny Garcia re County's requests to bargain prospective wage arrangement prior to settling claims; notes to file re same.
4/6/2020	0.40	Office email re settlement negotiations; confer with client re same; follow-up email re same.
4/7/2020	0.60	Client phone calls and emails re potential solution to MOU issue being pushed by the County in settlement negotiations; office email re same.
4/8/2020	0.60	Office emails and emails with co-counsel re MOU and settlement negotiations; draft joint status report; review proposed draft from opposing counsel; office emails and email with opposing counsel re same.

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4/13/2020	0.10	Confer with Sara Faulman re settlement negotiations and strategy in advancing same.
4/17/2020	0.20	Confer with Danny Garcia re status of MOU negotiations.
4/24/2020	0.40	Client phone call and office email re ongoing MOU negotiations.
4/29/2020	0.90	Phone call with Danny Garcia and Cpt. Trubelhorn re concerns over MOU negotiations/settlement agreement; notes to file and office email re same; email with local counsel re same.
5/1/2020	0.70	Client emails and office emails re updating plaintiffs on status of MOU negotiations; draft proposed update; additional client and office emails re conferring with local counsel over bargaining-related issues.
5/4/2020	1.20	Preparation and teleconference with co-counsel re strategy in approaching settlement/MOU negotiations after County's recent actions; notes to file re same; office emails re next steps; revise plaintiff update email and office emails re same.
5/27/2020	0.10	Office email re reaching out to opposing counsel re joint status report/settlement.
5/28/2020	0.20	Office emails and email with opposing counsel re setting call re settlement negotiations/joint status report.
6/3/2020	0.90	Prepare draft email language for Captain being asked to perform disciplinary investigation; office emails re same; preparation and phone call with opposing counsel re settlement negotiations; office emails re next steps; draft joint status report.
6/4/2020	0.30	Review draft Case Management Report and email comments re same.
6/5/2020	0.20	Emails re joint status report/Case Management Conference.

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6/8/2020	2.60	Finalize and coordinate filing of joint status report; emails with opposing counsel re same; client phone calls re case status, conclusion of settlement negotiations, recent change in treatment of disciplinary actions, preparation for discovery, possible deponents and factual issues to develop in discovery; notes to file re same; edits to case management report and office email re same.
6/10/2020	0.70	Prepare for and participate in telephonic Case Management meeting with opposing counsel; call and emails with Sara Faulman re same; revise Case Management Report and email to opposing counsel.
6/11/2020	0.20	Review opposing counsel's proposed revisions to case management report.
6/12/2020	2.80	Research re protective orders for depositions of FLSA plaintiffs; office call re same; phone call with plaintiff re additional factual details and recent interactions with County representatives; propose revisions to case management report and emails and phone call with opposing counsel re filing same.
6/24/2020	0.90	Prepare initial disclosures; review case management order and office emails re same; email with local counsel re question on settlement.
6/26/2020	2.10	Client phone calls and emails re concerns over recent contacts by County representatives re case; review documents provided by clients for production with initial disclosures; listen to linked segment of County Attorney's 2019 presentation to council re 7(k) exemptions for Marion County employees; revise initial disclosures; office emails re same.
6/29/2020	1.60	Phone call with Sara Faulman re finalizing initial disclosures and re responding to inappropriate client contacts by County; finalize initial disclosures and prepare documents for production; phone call with Danny Garcia re documents provided; email opposing counsel producing initial disclosures and documents.

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DATE	HRS WORKED	DESCRIPTION
6/29/2020	0.30	Review initial disclosures from County; notes re written discovery requests.
6/30/2020	0.60	Client call re potentially retaliatory action taken by County; office emails re responding to same.
7/2/2020	0.60	Draft letter re inappropriate client communications and recent attempts at changing Captain job duties; notes re discovery requests.
7/7/2020	0.30	Client phone call re interactions with County at bargaining sessions; notes to file re same.
7/10/2020	0.60	Draft letter to opposing counsel re inappropriate contacts and actions re job duties by County; office email re same.
7/13/2020	0.40	Revise and finalize letter to opposing counsel re inappropriate contacts and actions re job duties by County; office emails and email to opposing counsel re same.
7/17/2020	0.30	Client and office emails re discussing response to proposed reorganization.
7/20/2020	0.80	Review scheduling order and update litigation calendar; office emails and emails with client/local counsel re recent reorganization.
7/20/2020	1.10	Prepare for call with union president and local counsel re proposed reorganization of Captain position; participate in call and notes to file re same.
7/21/2020	1.20	Preparation for call with local counsel and President Garcia; Zoom call re department reorganization and plan for approaching same; notes to file and summary of same.
7/24/2020	0.40	Review letter from Benton Wood and attached employee disciplines.
8/6/2020	0.80	Office emails re upcoming discovery requests and litigation calendar; prepare discovery requests.
8/7/2020	0.60	Review case materials and revise requests for production.

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John Stewart***Report Period: 09/03/2019 to 04/16/2021*IAFF FLSA \$10,000.00
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DATE	HRS WORKED	DESCRIPTION
8/10/2020	0.40	Continue drafting discovery requests; office email re same.
8/11/2020	0.10	Emails re discovery requests.
8/14/2020	1.10	Finalize and serve discovery requests; analyze discovery requests submitted by County and research re interpretation of abusive use of discovery process and limits on interrogatories by Eleventh Circuit.
8/17/2020	1.40	Analyze discovery requests and prepare template for client calls in order to respond to same; review responses to Court interrogatories and note overlaps with defendant's requests.
8/24/2020	0.30	Research re shortened discovery deadlines and potential procedural options in responding to County's discovery requests; update litigation calendar.
8/31/2020	0.20	Review documents sent from client re CBA negotiations and office and client emails re same.
9/2/2020	3.40	Review discovery requests; research re objections to same; draft objections and responses to same.
9/3/2020	2.10	Review discovery responses and outline objections to same; draft template responses.
9/6/2020	1.80	Draft written discovery objections and responses.
9/9/2020	0.80	Continue drafting discovery response templates.
9/10/2020	1.90	Continue drafting responses to interrogatories and requests for production; office emails re same; coordinate with clients re same.
9/11/2020	1.30	Coordinate discovery response review/signature with plaintiffs; client communications re same; office emails re opposing counsel's request for extension.

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DATE	HRS WORKED	DESCRIPTION
9/14/2020	2.10	Office emails coordinating discovery responses; phone call from Local President Garcia re issues re discovery and questions from members; draft follow-up plaintiff email re questions raised by plaintiffs.
9/17/2020	0.20	Office email re interrogatory responses; review final signed responses .
9/18/2020	1.80	Continue drafting responses to requests for production of documents.
9/30/2020	0.40	Review final interrogatory responses; revise response to requests for production of documents.
10/2/2020	0.30	Review and compile discovery responses for service on October 6.
10/5/2020	5.40	Additional legal research re privilege and related issues raised by requests for production; continue drafting responses to requests for production; office email re same.
10/6/2020	2.90	Finalize and prepare discovery responses for service; office emails re same; coordinate service of same; review responses to discovery requests submitted by Defendant and consult local rules and Middle District of Florida civil procedure/discovery handbook re same; office emails re responding to Defendant's deficient discovery responses.
10/21/2020	0.10	Office emails and email with opposing counsel re status of discovery responses.
11/9/2020	0.10	Review and update litigation calendar.
11/12/2020	0.20	Office emails re compiling and reviewing additional discovery production.
11/30/2020	0.20	Review plaintiff deponent list and office emails re same.
12/4/2020	0.80	Office conference and emails re discovery issues; client phone call re new issue with Division Chief interactions.

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DATE	HRS WORKED	DESCRIPTION
12/7/2020	0.80	Office phone call re discovery strategy and upcoming deposition; client contacts re same.
12/8/2020	0.70	Office emails re depositions and preliminary research re rules and decisions concerning in-person/remote depositions.
12/9/2020	0.80	Office emails and call re accessing/obtaining produced documents; review same; emails with opposing counsel re same.
12/10/2020	0.90	Draft Rule 30(b)(6) notice and office emails re same.
12/10/2020	0.20	Office emails re depositions and other discovery issues.
12/10/2020	0.30	Office emails and emails with opposing counsel's office re document production.
12/11/2020	0.80	Office emails re preparation for depositions; review and propose edits to Rule 30(b)(6) notice; office email re same and re local rules/discovery handbook provisions re deposition notices.
12/14/2020	0.90	Update litigation calendar and office emails re same; legal research re motion for protective order re remote .
12/16/2020	1.60	Legal research re motion for protective order re remote depositions; continue drafting same; office emails re written discovery issues.
12/16/2020	0.80	Emails with litigation team re responses to requests for production; legal research re motion for protective order.
12/18/2020	0.60	Continue researching and drafting motion for protective order re remote depositions.
12/21/2020	0.40	Review and update litigation calendar; office emails re same.
12/30/2020	1.10	Emails and calls re deposition scheduling and preparation; office emails re same; update deposition calendar.

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DATE	HRS WORKED	DESCRIPTION
12/31/2020	2.80	Plaintiff phone calls and emails re depositions/prep for depositions; office emails re same; continue drafting motion for protective order re remote depositions.
12/31/2020	1.80	Office emails re status of document production; review newly received discovery documents.
1/4/2021	1.20	Additional plaintiff calls re preparation for depositions; office emails re same and updates to litigation calendar.
1/5/2021	1.90	Client calls and emails re depositions/discovery; office emails re same; email to opposing counsel re proposed deponent schedule.
1/6/2021	0.20	Office and client emails re case status.
1/11/2021	0.20	Office emails re deposition prep.
1/13/2021	2.20	Additional research re COVID protocols in M.D. Fl. and protective orders for remote discovery in 11th Circuit and elsewhere; notes to file re same; continue drafting motion for protective order.
2/4/2021	0.80	Review discovery production and office emails re new production.
2/23/2021	1.40	Office emails re deposition prep schedule and remote depositions; research re latest CDC/Florida health guidance on COVID-19 transmission and appropriate mitigation for in-person depositions; email to opposing counsel re conducting depositions remotely.
2/24/2021	3.10	Review discovery materials and notes re use of same in depositions/deposition prep.
3/5/2021	1.40	Email and phone call to opposing counsel re remote depositions and settlement discussions; notes to file re same and email summarizing compromise offer and strategy in reply; research re latest CDC guidelines on close-contact indoors.

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John Stewart***Report Period: 09/03/2019 to 04/16/2021*IAFF FLSA \$10,000.00
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DATE	HRS WORKED	DESCRIPTION
3/10/2021	2.30	Client and office calls and emails re updating damages calculations; email and call to local counsel re fees/expenses; office emails re finalizing fees and costs for settlement demand; draft settlement demand letter and submit same to opposing counsel.
3/12/2021	0.90	Phone call with opposing counsel re settlement negotiations; office email re same; client call re same.
3/15/2021	0.80	Client phone calls re settlement negotiations; office telephone calls with Sara, regarding same.
3/15/2021	2.60	Prepare for and conduct client call re settlement offer from County; office conferences re same; individual client calls re questions on settlement; phone call with counsel for Riddling case and office emails re same; call to opposing counsel.
3/17/2021	2.30	Office conferences and client calls re settlement offer; call and email to opposing counsel re County's counter.
3/18/2021	1.40	Conference with Keith Nickerson re ways to incorporate appropriate rates of pay and overtime hours into distribution methodology; notes to file re same; review damages calculations/distribution method and discuss with Sara.
3/19/2021	0.20	Office calls and client call re settlement distribution and negotiations.
3/24/2021	0.30	Office emails re settlement negotiations/distribution.
3/25/2021	3.20	Phone call with Sara Faulman and Greg McGillivary re damages calculations, settlement distribution, and plaintiff contacts; phone call with counsel for plaintiffs in parallel case re settlement negotiations; office calls re updates to damages calculations/distribution methodology; notes to file and emails re same; office emails re same.

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John Stewart***Report Period: 09/03/2019 to 04/16/2021*IAFF FLSA \$10,000.00
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DATE	HRS WORKED	DESCRIPTION
3/26/2021	1.30	Emails with opposing counsel re additional data for damages calculations; plaintiff communications re concerns over proposed settlement; office emails and client emails re same.
3/29/2021	1.40	Propose revisions to settlement agreement language; office emails and emails with opposing counsel re same; client emails re conference call and settlement agreement; client call re settlement distribution methodology and notes to file re same; client emails re depositions; coordinate conference call with clients re settlement.
3/30/2021	1.60	Prepare for and participate in client phone call re settlement; office call and emails re same; draft letter re settlement agreement and distribution.
3/31/2021	0.80	Revise letter and office emails and call re same; emails with opposing counsel re revisions to settlement agreement; office emails re finalizing calculations/letter to plaintiffs.

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Keith Nickerson***Report Period: 09/03/2019 to 04/16/2021*IAFF FLSA \$10,000.00
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DATE	HRS WORKED	DESCRIPTION
11/1/2019	0.40	Review and edit brief; discuss with Stewart.
12/2/2019	0.90	Review pay information and data production from Defendant; discuss with Faulman.
12/3/2019	1.10	Review pay information and data production from Defendant; discuss with Faulman.
12/5/2019	2.60	Review data provided by Defendant for discussion with Faulman.
12/9/2019	1.40	Review data and discuss damages calculations methodology and strategy with Faulman.
12/11/2019	1.30	Review data and prepare for call with Defendant.
12/12/2019	2.80	Meet with DaCruz to review data; meet with Faulman and Dacruz and conference call with plaintiff; teleconference with faulman, DaCruz and Defendant.
12/26/2019	0.80	Review data provided by Defendant; discuss with DeBoard.
1/7/2020	1.90	Review data and prepare information for review and analysis.
1/8/2020	2.60	Review data to prepare for meeting on damages calculations; Meet with Faulman, Stewart, and Dacruz to discuss data received from Defendant and potential calculation methodologies.
1/9/2020	2.70	Review data in preparation for conference with DeBoard; discuss data preparation methodology and calculation methodology; prepare samples.
1/10/2020	1.90	Review data and prepare damages calculations.
1/13/2020	1.60	Review data and prepare information for damages calculations.
1/14/2020	0.90	Review data and prepare information for damages calculations.

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Keith Nickerson***Report Period: 09/03/2019 to 04/16/2021*IAFF FLSA \$10,000.00
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DATE	HRS WORKED	DESCRIPTION
1/15/2020	3.10	Review data and prepare damages calculations with Dacruz.
1/17/2020	3.30	Work with Dacruz on creating damages methodologies.
1/21/2020	5.90	Review data and prepare damages calculations and summary information for analyses.
1/22/2020	5.20	Review data and prepare damages analysis; work with Dacruz to review data.
1/23/2020	2.10	Review data and damages analysis and discuss with Faulman.
1/24/2020	3.10	Review data and prepare damages analysis.
1/25/2020	1.30	Review data and prepare memo regarding damages calculations.
1/27/2020	3.30	Review data and prepare damages calculations; draft memo.
1/28/2020	1.20	Review data and prepare damages calculations.
1/29/2020	4.10	Meet with Dacruz, Faulman and Stewart and review damages calculations methodology; revise damages calculations.
1/30/2020	1.20	Prepare information for plaintiff letter; review and edit plaintiff letter.
2/4/2020	3.30	Review data and prepare damages calculations.
2/6/2020	0.90	Review and edit letter to Defendant.
2/11/2020	2.30	Revise damages calculations and discuss with Faulman.
3/20/2020	0.60	Review data and discuss settlement distribution with Faulman and Stewart.
3/23/2020	1.80	Review and edit plaintiff letter for settlement; discuss with Faulman; review damages calculations and revise

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Keith Nickerson***Report Period: 09/03/2019 to 04/16/2021*IAFF FLSA \$10,000.00
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DATE	HRS WORKED	DESCRIPTION
3/27/2020	0.40	Review draft letters.
12/16/2020	0.30	Work with DeBoard on file download issues related to discovery production.
3/9/2021	0.60	Review damages calculations and discuss calculations revisions with Stewart and then DeBoard.
3/10/2021	1.60	Revise damages calculations; work with DeBoard on understanding and revising calculations; discuss with Stewart.
3/15/2021	0.80	Review damages calculations and respond to Stewart inquiry on calculation methodology.
3/17/2021	1.90	Review data to determine methodologies used; discuss with DeBoard and Stewart.
3/18/2021	3.60	Review data and discuss status for settlement distribution with Stewart; discuss with DeBoard.
3/19/2021	0.70	Review data and discuss with Stewart.
3/25/2021	1.10	Review data and discuss settlement distribution methodologies with Stewart; revise exhibits; discuss further with Stewart and Faulman.
3/26/2021	0.40	Review summary of claims and review data.
3/31/2021	0.40	Review settlement information and prepare summary for Stewart.

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Richard DeBoard***Report Period: 09/03/2019 to 04/16/2021*IAFF FLSA \$10,000.00
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DATE	HRS WORKED	DESCRIPTION
12/4/2019	0.60	Conduct initial file review for preparation based on sample files of Check History..
12/26/2019	0.40	Conduct initial file review for preparation based on sample files of timecard entries. .
1/9/2020	5.20	Converted Check History pdf files into combined Excel file..
1/10/2020	3.20	Converted Check History pdf files into combined Excel file. .
1/11/2020	6.50	Converted Check History pdf files into combined Excel file. .
1/12/2020	2.40	Prepared Calculations with Keith Nickerson by Pay Period for plaintiffs. .
1/13/2020	1.20	Prepared Calculations with Keith Nickerson by Pay Period for plaintiffs. .
12/16/2020	2.80	Worked with Kathleen Dacruz to download and organize latest discovery fileset. .
12/17/2020	2.50	Worked with Kathleen Dacruz to download and organize latest discovery fileset. .
12/18/2020	1.20	Worked with Kathleen Dacruz to download and organize latest discovery fileset. .
3/10/2021	0.70	Update 2yr and 3yr calculations to reflect new end dates for extrapolation values .
3/17/2021	0.30	Meet with John Stewart and Keith Nickerson to review calculation methodology .

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**SERVICES PERFORMED BY
Richard DeBoard**

Report Period: 09/03/2019 to 04/16/2021

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DATE	HRS WORKED	DESCRIPTION
3/18/2021	0.30	Meet with Keith Nickerson to review summary to blend pay rate with Pay Period count and Unscheduled OT values

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**SERVICES PERFORMED BY
Sandy Patel**

Report Period: 09/03/2019 to 04/16/2021

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DATE	HRS WORKED	DESCRIPTION
1/12/2021	0.40	Schedule deposition dates; emails with J. Stewart and S. Faulman on same.

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Kathleen Dacruz***Report Period: 09/03/2019 to 04/16/2021*IAFF FLSA \$10,000.00
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DATE	HRS WORKED	DESCRIPTION
9/17/2019	1.40	Consent form intake; create database; input new plaintiff data.
9/17/2019	0.50	Process and redact consent forms to be filed with complaint.
9/17/2019	0.20	Create and organize filing system for case documents.
9/18/2019	0.40	Amend exhibit for complaint .
9/19/2019	0.30	Correspondence with Patrick Asselin regarding case sign up.
9/19/2019	0.20	Correspondence with JWS regarding case sign up timeline.
9/23/2019	0.50	Compile Notice of Consents to Sue .
9/23/2019	1.00	Compile and mail settlement letters and checks.
9/25/2019	0.30	Prepare mailing list for rep letters.
9/25/2019	2.00	Compile rep letters and consent form copies; process for mailing.
9/25/2019	1.50	Draft and send rep letters and consent forms via electronic mail.
9/25/2019	0.30	Call plaintiffs for email information.
10/8/2019	0.30	Review docket and discuss with JWS to provide SCD and GKM with case update.
11/14/2019	0.30	Update case status on master case worksheet.
11/14/2019	0.40	Meet with JWS regarding interview process and questions.
11/14/2019	0.60	Review Opinion Letter from summer regarding local 3169 in preparation for plaintiff call.
11/14/2019	0.40	Prepare mail merge for letters to be sent 11.15.19 regarding Local Counsel.

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Kathleen Dacruz***Report Period: 09/03/2019 to 04/16/2021*IAFF FLSA \$10,000.00
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DATE	HRS WORKED	DESCRIPTION
11/14/2019	1.30	Phone interview with Scott Chappell; review and edit notes; correspondence with JWS regarding email to Scott Chappell; follow-up call with Scott Chappell; update notes.
11/15/2019	0.90	Process and mail local counsel letter to be sent out today; email plaintiffs.
11/15/2019	4.30	Call and interview plaintiffs regarding Court's interrogatories; record notes.
11/18/2019	4.10	Review call notes; call remaining plaintiffs for interview; update JWS.
11/19/2019	0.90	Phone call with plaintiff regarding interview information; correspondence with JWS regarding same.
11/19/2019	0.70	Email all plaintiffs their copy of interrogatories; send them docuSign link to sign copy.
11/19/2019	1.10	Review plaintiff interview list; call and interview remaining plaintiff.
11/20/2019	1.20	Review email chain regarding interrogatories; phone calls with plaintiffs regarding interrogatories; receive and process signed responses to Court's Interrogatories.
11/21/2019	1.80	Amend and resend plaintiff responses to court's interrogatories; process and receive new signatures; correspondence with office regarding same; phone call with plaintiff.
11/22/2019	2.10	Receive and process new responses to court's interrogatories; discuss with office and follow up phone interview with plaintiffs.
12/12/2019	1.00	Meet with KAN and SLF regarding data produced by defendants; call Daniel Garcia regarding documents.
12/12/2019	1.00	Review check history data produced by defendants.
12/12/2019	0.30	Meet with KAN to discuss last minute issues with data prior to call.

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Kathleen Dacruz***Report Period: 09/03/2019 to 04/16/2021*IAFF FLSA \$10,000.00
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DATE	HRS WORKED	DESCRIPTION
12/12/2019	0.50	Meeting with SLF, KAN, and defense counsel to discuss data needed .
12/12/2019	0.40	Review complaint .
12/16/2019	0.20	Upload to docket the recent filings by Marion County.
1/8/2020	0.50	Meet with KAN, SLF, JWS regarding how to calculate damages.
1/15/2020	1.90	Discuss logic and plan for data calculations with KAN.
1/16/2020	1.30	Meet with KAN to continue logistics discussion on damage calculations.
1/22/2020	0.70	Briefly discuss damage calculations with KAN; read KAN's summary of analysis.
1/22/2020	1.20	Review and record data produced by defendants from 12/2/19 production.
1/22/2020	0.80	Meet with KAN to discuss damage calculation process and next steps.
1/23/2020	0.30	Finish recording data produced by defendants 12.2.19.
1/27/2020	0.40	Review KAN's memo regarding current status of damage calculations.
1/29/2020	0.80	Meeting with SLF, KAN, and JWS regarding current status of damage calculations and next steps.
1/29/2020	0.30	Compile list of plaintiff file dates; cross reference with docket; send to KAN.
1/30/2020	1.50	Review and edit damage calculations letter to plaintiffs.
1/31/2020	0.20	Edit damage calculations letter.
1/31/2020	1.50	Review damage calculation letters; mail out.
2/4/2020	0.50	Review KAN's draft of damage calculations memo; review calculations.

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Kathleen Dacruz***Report Period: 09/03/2019 to 04/16/2021*IAFF FLSA \$10,000.00
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DATE	HRS WORKED	DESCRIPTION
2/4/2020	0.20	Discuss KAN's memo and damage calculations; get thorough explanation.
2/7/2020	0.10	Correspondence with Justin Harrington regarding OT pay period calculations.
2/7/2020	0.10	Correspondence with legal team regarding Justin Harrington email.
3/26/2020	0.30	Review correspondence amongst legal team regarding plaintiff letters.
3/27/2020	0.30	Compile and send plaintiff letter labels.
4/2/2020	0.30	Correspondence with legal team regarding status of settlement agreement letters.
6/5/2020	0.40	Retrieving data. Wait a few seconds and try to cut or copy again..
6/30/2020	0.30	Prepare and mail Initial Disclosures.
8/17/2020	0.40	Correspondence with JWS regarding mailing; mail out item.
9/11/2020	1.50	Compile interrogatories; send out via docusign.
9/14/2020	1.00	Review interrogatory signatures; save on drive; correspondence with JWS regarding last unsigned batch; email the plaintiffs.
9/17/2020	0.30	Review and save signed interrogatories; update JWS on status.
10/6/2020	0.50	Amend date/signature on plaintiff responses to be served today.
10/23/2020	0.30	Attempt to download and save docs onto drive.
10/27/2020	0.50	Continue to upload defense documents; correspondence with team.
11/11/2020	0.30	Correspondence with Prashant regarding def document download.

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Kathleen Dacruz***Report Period: 09/03/2019 to 04/16/2021*IAFF FLSA \$10,000.00
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DATE	HRS WORKED	DESCRIPTION
11/16/2020	0.10	Correspondence with IT and KAN regarding defense document production download method.
12/9/2020	0.60	Review KAN and FSi response to date collection issue; correspondence with JWS regarding issue.
12/10/2020	0.50	Correspondence with team regarding data upload logistics.
12/10/2020	3.00	Begin uploading defense data; compile list of items that can't be loaded.
12/11/2020	0.20	Correspondence with RED regarding scheduling a meeting time regarding data; create calendar invite.
12/16/2020	0.40	Meeting with RED regarding defense data production.
12/16/2020	0.50	Review correspondence with team regarding data production results.
1/5/2021	0.20	Update plaintiff address.
2/5/2021	0.20	Correspondence with KAN and JWS regarding defendant documents.
2/5/2021	0.20	Download defendant documents.
3/22/2021	0.10	Save latest filing.

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Mary O'Brien***Report Period: 09/03/2019 to 04/16/2021*IAFF FLSA \$10,000.00
Marion County Captains FLSA

DATE	HRS WORKED	DESCRIPTION
9/10/2019	0.60	Prepare consent retainers to allow for attorney distribution to plaintiffs; office correspondence re same.
9/24/2019	0.80	Contact clerk's office in Western District of Tennessee to verify that attorney is in good standing, and able to list on pro hac vice motion; office correspondence re same.
9/25/2019	1.00	Coordinate with attorney and Capitol Process Servcers re service of process to Marion County.
10/23/2019	0.50	Prepare discovery document index template; office correspondence re same.
11/1/2019	0.50	File Opposition to Motion to Disqualify Attorneys in US District Court for the Middle District of Florida; office correspondence re same; prepare and send correspondence to opposing counsel re same.
11/5/2019	0.50	Prepare and send correspondence to local counsel ; office correspondence re same.
11/25/2019	0.60	Update case file with interrogatory responses; office correspondence re same.
11/25/2019	0.60	Prepare and send correspondence to Benton Wood re interrogatory responses; office correspondence re same.
2/11/2020	0.60	Update case file with filings in Riddling v. Marion County; office correspondence re same.
2/24/2020	0.50	Prepare joint status report for filing; office correspondence re same; file status report in Middle District of Florida.
4/9/2020	0.50	Office correspondence re filing status report; file status report in Middle District of Florida.
5/1/2020	0.30	Update case file with recent court filings.
6/8/2020	0.50	File status report in Middle District of Florida.

EXHIBIT C

UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF FLORIDA
OCALA DIVISION

DANIEL D. GARCIA, et al.,

Plaintiffs,

vs.

MARION COUNTY, FLORIDA,

Case No. 5:19-cv-00458

Defendant.

DECLARATION OF PAUL A. DONNELLY

I, Paul A. Donnelly, under the penalty of perjury, do hereby swear that the following information is true and correct and based on my personal knowledge:

1. I am a co-founder, principal and attorney with the law firm Donnelly + Gross, PLLC (formerly Donnelly & Gross, P.A.) located in Gainesville, Florida. The attorneys employed by Donnelly + Gross, including Cole Barnett and myself, primarily practice labor and employment law, including related administrative and court litigation, throughout the entire State of Florida.

2. I received a Bachelor of Arts degree in 1986 from the University of Florida, and a Juris Doctor degree from the University of Florida, College of Law in 1989. I am admitted to practice in all Florida

state courts, the United States Court of Appeals for the Eleventh Circuit, the Court of Appeals for the Federal Circuit, the Middle District of Florida, the Northern District of Florida, and the Southern District of Florida.

3. In 1991, after leaving my position as an Assistant Public Defender for the Fourth Judicial Circuit in Florida, I entered private practice. I formed Donnelly & Gross, P.A. in 1992 and began practice in the area of labor and employment law litigation.

4. I am general counsel for over 60 labor unions throughout the State of Florida, including at least one-third of the International Association of Fire Fighters' local unions as well as law enforcement unions, teacher unions, and trades unions.

5. I am a Fellow in the College of Labor & Employment Lawyers, which is the highest distinction in the field of labor and employment law, requiring 20 years of labor and employment law practice and at least extensive supportive written references from peers (including both adversaries and neutral decision makers) who are familiar with my practice of law.

6. I have received the AV rating from the *Martindale-Hubbell* and have been named to the *Best Lawyers in America*, *Bar Register of Preeminent Lawyers* and *Florida Super Lawyers*.

7. I was appointed by then Florida Governor Charlie Crist to the Eighth Circuit Judicial Nominating Committee, 2008-2012 Term, and I Serve as a Master of the Bench, James C. Adkins Chapter, American Inns of Court.

8. I have served as a long-term Adjunct Lecturer for the University of Florida, Levin College of Law where I taught trial practice to law students.

9. Donnelly + Gross, PLLC maintained contemporaneous time records for the work performed on behalf of the Plaintiffs.

10. Attached as **Exhibit A** to this declaration is a summary of our legal services, the date on which the services were performed, the time involved, and expenses. Our time sheets indicate total time on this case amounts to 11.5 hours, which includes the time spent in preparing this declaration.

11. In my years as a litigating attorney in labor and employment law, I have become aware of the prevailing hourly rates for attorneys in the Northern Florida and North Central Florida areas. My hourly rate of \$395, the hourly rate of \$350 by the firm's partner Jung Yoon, the hourly rate of \$295 by the firm's associate attorney Cole Barnett, and the hourly rate of \$75 by the firm's paralegal and office manager Patty Weston are within the

range of hourly rates charged by lawyers and paralegals in the North Central Florida areas who have similar qualifications and experience.

I declare under penalty of perjury, pursuant to 28 U.S.C. § 1746, that the foregoing is true and correct to the best of my personal knowledge.

Dated this 22nd day of April 2021.

BY: 

Paul A. Donnelly
Florida Bar No. 0599611

Exhibit A

CID	MID	Client	Matter	Lwyr	Inv#	Type	Hours	Amount
Explanation	Date							
IAFF 19-1773 International Association of Returned call to John Stewart re filing complaint and Sewell covered	Marion County Captains FLSA 2019 9/17/2019			pad	14344	Time	0.20	79.00
Filing complaint - AM	9/18/2019			paw	14344	Time	1.00	75.00
Filed - Notice of Filing Consent to Sue Form - Patrick Asselin- AM	9/24/2019			paw	14344	Time	0.10	7.50
Receipt and review of Order granting Motions to appear pro hac vice	10/4/2019			pad	14445	Time	0.10	0.00
Review and edit proposed response to motion to consolidate.	10/31/2019			cb	14445	Time	0.80	0.00
Review opposition to disqualification motion and declaration re the same	11/1/2019			cb	14821	Time	1.20	0.00
Receipt and review of order denying motion to consolidate	11/5/2019			pad	14821	Time	0.10	0.00
Review plaintiff's opposition to defendant's motion for attorney disqualification	11/5/2019			pad	14821	Time	0.30	0.00
Receipt and review of email from Sara Faulman and Benton Wood re time records and settlement demand	11/7/2019			pad	14821	Time	0.10	0.00
Review of plaintiff's settlement offer letter to opposing counsel	11/7/2019			pad	14821	Time	0.10	0.00
Review of Order denying [15] Motion to Disqualify Counsel	11/8/2019			pad	14821	Time	0.10	0.00
Receipt and review of FLSA scheduling order	11/12/2019			pad	14821	Time	0.10	0.00
Telephone call to Stewart, John W and left message - calling regarding written contingent fee agreement	11/12/2019			pad	14821	Time	0.10	0.00
Telephone call from Stewart, John W regarding written contingent fee agreement	11/12/2019			pad	14821	Time	0.10	0.00
Receipt and reply to email from co-counsel John Stewart regarding possible settlement and interplay of collective bargaining	1/8/2020			pad	14822	Time	0.10	0.00
Telephone call from Stewart, John W - regarding interplay of settlement and contract talks	1/10/2020			pad	14822	Time	0.60	0.00
Phone conference with co-counsel John Stewart and client Danny Garcia over communication from county attorney on lawsuit and bargaining	3/10/2020			pad	15013	Time	0.40	0.00
Call from Danny Garcia over settlement as to future pay	3/30/2020			pad	15013	Time	0.50	0.00
Discuss Defendant's MOU settlement offer	4/1/2020			pad	15112	Time	0.40	0.00
Receipt and initial review of MOU and spreadsheet proposed by defendant	4/1/2020			pad	15112	Time	0.20	0.00
T/C w/Danny Garcia to discuss settlement strategy related to the defendant's proposed memorandum of understanding	4/7/2020			pad	15112	Time	0.50	0.00
Review and reply to Co-counsel regarding settlement and MOU proposed by defendant	4/8/2020			pad	15112	Time	0.10	0.00
Review and reply to emails with attachment from client (Garcia) over settlement effort MOU aspect	4/9/2020			pad	15112	Time	0.60	0.00
Receipt and review of Status Report by Daniel Garcia	4/9/2020			pad	15112	Time	0.10	0.00
Receipt and review of email RE: Florida Case management and scheduling order	6/23/2020			pad	15256	Time	0.10	39.50
Receipt and review of email from	6/29/2020			pad	15256	Time	0.10	39.50

Donnelly + Cross, PLLC
 2000 West Irving
 ALL DATES

CID	MTD	Client	Matter	Date	Lwyr	Inv#	Type	Hours	Amount	
		Larraine Kyser Re: Defendant's Rule 26 Initial Disclosures								
		Fee Adjustment		7/6/2020	pad	15256	Time	0.00	-79.00	
		Receipt and review of letter from Sara Faulman		7/13/2020	pad	15482	Time	0.10	0.00	
		T/C via Zoom with Danny Garcia & John Stewart Re: Reorganization plan for Marion County Fire Rescue		7/21/2020	pad	15482	Time	0.80	0.00	
		Receipt and review of letter from Sara Faulman		7/27/2020	pad	15482	Time	0.10	0.00	
		Receipt and review of emails to and from Garcia and John Stewart regarding changes negotiated over exempt status		8/31/2020	pad	15482	Time	0.10	0.00	
		Receipt and review of email chain with Garcia and co-counsel over document production of CBA		9/1/2020	pad	15745	Time	0.10	0.00	
		Review and reply to Garcia's email regarding tax consequences of possible settlement		11/16/2020	pad	15745	Time	0.20	79.00	
		Receipt and review of Notice of Appearance by Matthew Guy Minter		12/2/2020	pad	15835	Time	0.10	39.50	
		Fee Adjustment		12/7/2020	pad	15745	Time	0.00	-79.00	
		Fee Adjustment		1/11/2021	pad	15835	Time	0.00	-39.50	
		Determining methods to allocate settlements funds		3/18/2021	pad	16109	Time	0.10	39.50	
		Return call to John Stewart over client question about effect of settlement on FRS		4/5/2021	pad		Time	0.20	79.00	
		Review and reply to email with settlement agreement draft from Stewart and begin research on pension question/aspect		4/9/2021	pad		Time	0.70	276.50	
		Review additional information from former director of the FRS regarding pensionability of the wages portion of settlement, and email co-counsel Stewart over same		4/9/2021	pad		Time	0.20	79.00	
		Fee Adjustment		4/13/2021	pad	16109	Time	0.00	-39.50	
		Work on declaration in support of attorney fees		4/21/2021	jy		Time	0.70	227.50	
								Unbilled:	1.80	662.00
								Billed:	9.70	161.50
								Total:	11.50	823.50
								Percent Billed:	84.35	19.61

*** Summary by Working Lawyer ***

Attorney / Assistant	Hours	Hourly Rate	Total
Paul	7.7	\$395	\$3,041.50
Cole	2.0	\$295	\$590
Jung	.70	\$350	\$245
Patty	1.10	\$75	\$82.50
		COSTS	\$450.40
		TOTAL	\$4,409.40