

IN THE UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF VIRGINIA  
Roanoke Division

DAWN RENEE WRIGHT and MAURICE  
PENDLETON on behalf of  
themselves and all others similarly situated,

Plaintiffs,

v.

CITY OF ROANOKE, VIRGINIA,

Defendant.

Civil Action No. 7:18-cv-210

**MEMORANDUM IN SUPPORT OF JOINT MOTION FOR  
APPROVAL OF SETTLEMENT**

Plaintiffs, Dawn Renee Wright and Maurice Pendleton, on behalf of themselves and all others similarly situated (“Plaintiffs”) and Defendant, City of Roanoke, Virginia, by their respective counsel, respectfully move this Court to enter a Consent Order approving the parties settlement agreement and directing the parties to act in conformity with that agreement.

The parties represent that at a April 25, 2019 Settlement Conference the parties reached a settlement in principal and signed an MOU. The parties have since finalized their agreement and all matters in controversy between them have been amicably resolved and compromised, and jointly request the Court enter the Proposed Consent Order approving settlement provided as an attachment to the Motion filed along with this Memorandum.

Plaintiffs filed this action in the Roanoke Division of the United States District Court, Western District of Virginia alleging claims of unpaid overtime compensation pursuant to the Fair Labor Standards Act, 29 U.S.C. § 201, *et seq.* (the “FLSA”) and Va. Code 9.1-700 *et seq.* (the “Virginia Law”)

Defendant denies any wrongdoing with respect to any of the Plaintiffs, and with regard to this lawsuit. However, the parties have resolved and settled the Plaintiffs' claims made in this action under a Settlement Agreement, the key provisions of which are presented to the Court for approval.<sup>1</sup> Plaintiffs and Defendant seek the Court's approval of a Settlement Agreement (the "Agreement") whereby:

(1) Defendant has agreed to pay the maximum total amount of \$1,200,000.00 to resolve Plaintiffs' claims of unpaid overtime and attorneys' fees against Defendant. This amount is payable as a maximum total payment of \$792,000 divided proportionally among the 341 Plaintiffs according to their positions, salaries, and the days worked as a nonexempt officers within the relevant time period, and another \$8,000 has been allocated as Named Plaintiff payments payable to Ms. Wright (\$5,000) and Mr. Pendleton (\$3,000) in recognition of their assistance in the prosecution of the case. \$400,000 of the maximum total amount will be paid to Plaintiffs' counsel for attorneys' fees and reimbursement of litigation costs.

(2) The payments referenced above are to be paid no later than within 10 days after the later of the Acceptance Deadline (as that term is defined in the Agreement) or the entry of the Consent Order (or similar order) approving settlement.

(3) Copies of the Settlement Agreement will be provided to Plaintiffs as soon as possible following the entry of the settlement approval by the Court. All Plaintiffs will have the opportunity to review the Settlement Agreement and those wishing to participate in the settlement will execute a release contained in the Agreement whereby they knowingly and voluntarily release and forever discharge, to the fullest extent permitted by law, Defendant from any all known or unknown claims, causes of action, liability, and damages arising out of or

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<sup>1</sup> The Settlement Agreement and redacted Schedules are attached hereto. Unredacted Schedules contain the identity and payment figures for, and identities of, law enforcement personnel and have not been publicly filed, but have instead, been provided to the Court for *in camera* review.

relating to the payment or non-payment of wages and/or overtime wages by Defendant, as well as any claim of retaliation against Defendant in any way related to payment or non-payment of wages and/or overtime wages through the date of Release. By signing his or her release, the Plaintiffs are waiving any such claims that they, or any one of them, have/has or may have against Defendant and each of its council members, directors, members, officers, employees, attorneys, insurers, legal successors and assigns, and all other related or affiliated persons, firms or entities. This includes all claims, rights, and obligations pertaining to payment of wages, including but not limited to the FLSA and 29 U.S.C. § 201, *et seq.*, the Virginia Law, as well any and all other federal, state and local statutes, cases, authorities or laws (including common law) providing a cause of action that may be the subject of a release for unpaid wages and/or overtime wages, or retaliation related to such claims, under applicable law.

(4) The parties have agreed that settlement of the alleged claims in no way constitutes an admission or liability or wrongdoing on the part of the Defendant.

(5) While all cases are unique, the instant settlement compares favorably to those achieved by plaintiffs in similar recent cases brought in the Eastern District of Virginia including:

Rogers et al. v. City of Richmond 3:11CV620

614 Officer Plaintiffs

Settled in 2012 for \$7,000,000 (\$2,333,100.00 or 33.33% of which was paid as attorneys' fees and costs)

Winingear et al. v. City of Norfolk 2:12CV560

Approximately 900 Officer Plaintiffs

Settled in 2014 for \$3,200,000.00 (\$1,230,250.00 or 38.44% of which was paid as attorneys' fees and costs)

Funkhouser et al. v. City of Portsmouth 2:13CV520

263 Officer Plaintiffs

Settled in 2015 for \$575,000 (\$252,464.44 or 43.9% of which was paid as attorneys' fees and costs)

Devine, et al. v. City of Hampton 4:14cv81  
208 Officer Plaintiffs  
Settled in 2015 for \$3,500,000 (\$1,189,167.00 33.98% of which was paid in attorneys' fees and costs)

(6) Finally, the parties believe their settlement to be “a fair and reasonable resolution of a bona fide dispute over FLSA provisions.” *Lynn's Food Stores, Inc. v. United States*, 679 F.2d 1350, 1355 (11th Cir. Ga. 1982).

### **ARGUMENT**

The claims settled involve both the FLSA and the Virginia Law. No Court has, as yet, chimed in on the appropriate factors for a settlement to gain approval under the Virginia Law, nor has it even been established that judicial review/approval is even necessary of such settlements. Nevertheless, the Virginia Law borrows heavily from the FLSA, and in most cases, an FLSA claim will serve as required predicate for any alleged Virginia Law liability. Thus, to the extent approval is necessary for settlement of claims brought under the Virginia Law, the parties believe the appropriate analysis mirrors that of the FLSA.

Settlement of an FLSA lawsuit must be approved by either a district court or the U.S. Department of Labor. *See Lomascolo v. Parsons Brinckerhoff, Inc.*, 2009 U.S. Dist. LEXIS 89136, at \*8 (E.D. Va. Sept. 29, 2009) (citing *Lynn's Food Stores, Inc. v. U.S.*, 679 F.2d 1350 (11th Cir. 1982)). In this Circuit, an FLSA settlement will be approved when the Court determines that the settlement “is a fair and reasonable resolution of a *bona fide* dispute over FLSA provisions.” *Id.* In evaluating the fairness of settlements under the FLSA, courts rely on six factors: (1) the extent of discovery that has taken place, (2) the state of proceedings, including the complexity, expense, and likely duration of the litigation, (3) the absence of fraud or collusion in the settlement, (4) the experience of Plaintiffs' counsel, (5) the probability of Plaintiffs' success on the merits, and (6) the amount of the settlement in relation to the potential

recovery. *See Devine v. City of Hampton, Virginia*, 2015 U.S. Dist. LEXIS 177155 at \*38 (E.D. Va. Dec. 1, 2015) (citing *Patel v. Barot*, 15 F. Supp. 3d 648, 656 (E.D. Va. 2014)).

The proposed settlement terms are fair and reasonable. The settlement represents a good faith compromise of the parties' *bona fide* dispute of liability and damages under the FLSA. The settlement was reached after arms-length negotiation with the assistance of the Honorable Robert S. Ballou, United States Magistrate Judge. The parties request that the Court approve the settlement.

A. Existence of *Bona Fide* Dispute

To merit Court approval, the settlement must resolve a *bona fide* dispute over FLSA provisions. *See Lynn's Food Stores*, 679 F.2d at 1355. Plaintiffs allege that they were not paid overtime under the FLSA due to one or more actions and/or practices by Defendant. Defendant consistently denied the allegations in the lawsuit. The Settlement Agreement contains a provision expressly denying any and all liability to Plaintiffs. The settlement represents a good faith compromise of the parties' *bona fide* dispute regarding the FLSA allegations and claims contained in the Complaints.

B. The Extent of Discovery

Defendant has produced many thousands of pages of time-keeping and payroll records relevant to Plaintiffs' claims and additionally produced copious documentation on relevant policies and practices. Importantly, the extensive time-keeping records are not available to Plaintiffs in the course of their employment and thus this litigation has served as a key vehicle in discovering the extent of Plaintiffs' allegations of off the clock work. The various time records served as the data-set for Plaintiffs' damages model as well as key proof points Plaintiff would have sought to use at trial. Additionally, the Defendant's corporate deposition was taken on a number of crucial topics and the Chief of the Roanoke Police Department was also deposed. The

parties negotiated a representative discovery plan under which 10 Plaintiffs were required to respond to written discovery and to sit for deposition. Throughout discovery the parties enjoyed a candid discourse which prevented minor squabbles from being brought before the Court and which assisted the parties at mediation in evaluating the strength and weaknesses of their positions in the litigation.

C. The State of Proceedings

This matter has been pending since May 2018 and had been set for trial in July 2019. Conditional Certification of Plaintiffs' FLSA claims was granted in August 2018. The opt in rate was fairly low, with the collective topping out at under 20 out of more than 300 eligible officers. The parties then engaged in comprehensive discovery. At the time of resolution, Plaintiffs' counsel had drafted, and was prepared to file, their Rule 23 certification motion regarding the Virginia Law claims. If granted, that motion would have put the Virginia Law claims of over 300 officers before the Court. Defendant indicated that it planned to oppose such motion and that it may also eventually file a motion to decertify the FLSA collective as well. Though the Motion was not filed, as part of the settlement conference process, a copy of that motion and its exhibits were provided to the Defendant and to Judge Ballou. The parties had also met and conferred repeatedly regarding extensive written discovery and depositions that would be necessary as each prepared for dispositive briefing and trial. As to the anticipated dispositive motions, both parties acknowledge that the Court's determination in favor of either party had the potential to greatly change the scope and trajectory of the case. Given the state of the proceedings including the complexity, expense, and likely duration of the litigation, the proposed settlement of claims is fair and reasonable.

D. Absence of Fraud or Collusion

The parties have zealously advocated for their clients' competing interests throughout this litigation, including during settlement negotiations. The parties engaged in successful arms-length negotiation at the April 25<sup>th</sup> Settlement Conference but had not substantively exchanged offers or demands prior to that point. The parties believe that there was no opportunity for and no possibility of fraud or collusion.

E. Experience of Plaintiffs' Counsel in Wage and Hour Litigation.

Plaintiffs' counsel are well-respected lawyers with a breadth of experience in the field of wage and hour law. They have litigated a number of overtime cases against public entities and private corporations.

F. Probability of Plaintiffs' Success on the Merits and the Amount of Settlement in Relation to the Potential Recovery

i. Plaintiffs' Recovery

FLSA Plaintiffs' recovery of alleged off-the-clock time is always hotly contested and this case was no different. While Plaintiffs believe that representative testimony and a damages model built from various systems used by the Defendant indicated the provable likelihood of off the clock time of as much as 1-2 hours each week for most officers, liability was by no means assured because the Defendant did have an overtime submission system that was widely used. Plaintiffs' core allegation was that that system was inadequate/inaccurate and not tied to any real timekeeping system, which led to officers working off the clock on a continuing basis. The Defendant, for its part, never conceded any such off the clock time existed. Additionally, even if the Plaintiffs had proven their claims to the jury, the Defendant proffered defenses to liquidated damages and willfulness, which taken together, could have resulted in damages being reduced by 2/3. Given the risks faced by both sides, the instant settlement is fair and reasonable as to all.

Officers will pay nothing in attorneys' fees and receive a settlement of, on average, over \$2,300 dollars, with many receiving more than that, and the Defendant will receive a release for the types of claims posed in this lawsuit for the relevant time period. Additionally, the Defendant has or will be taking steps to reduce the possibility of any future officer work going uncompensated (to the extent any work went uncompensated before).

ii. Plaintiffs' Attorneys' Fees and Costs

The FLSA provides in part that "the court shall, in addition to any judgment awarded to plaintiff or plaintiffs, allow a reasonable attorney's fee to be paid by defendant, and costs of the action." 29 U.S.C. § 216(b). The settlement agreed to by the parties reflects this and rather than engaging in a time consuming and costly fee fight over the amount of attorneys' fees, the parties here were able to reach a resolution of the claim for attorneys' fees and costs.

The FLSA "requires judicial review of the reasonableness of counsel's legal fees to assure both that counsel is compensated adequately and that no conflict of interests taints the amount the wronged employee recovers under a Settlement Agreement." *See Poulin v. General Dynamics Shared Res., Inc.*, 2010 U.S. Dist. LEXIS 47511 \*4 (W.D. Va. May 5, 2010) (quoting *Silva v. Miller*, 307 F. App'x 349, 351 (11th Cir. 2009)). When assessing the fairness of attorneys' fees pursuant to a court-ordered fee award, courts generally rely on the lodestar analysis. *See Lyle v. Food Lion, Inc.*, 954 F.2d 984, 988 (4th Cir. 1992). However, assessing the fairness of attorneys' fees that are part of a negotiated FLSA settlement is not identical to the traditional lodestar analysis. *See Devine, supra*, at \*41. In determining the reasonableness of attorneys' fees in an FLSA settlement, courts should give some deference to the parties' voluntary agreement and use lodestar principals as a cross-check to assess fairness. *Id.* at \*41-42.

Here, the parties agreed during the settlement conference that Plaintiffs' attorneys' fees and costs would be set at \$400,000. This figure is fully disclosed to all Plaintiffs within the



settlement agreement. Last, as shown above, this figure was negotiated at arm's length after almost a year of active litigation and is well in line with awarded attorneys' fees in other similar collective/class action cases alleging the non-payment of overtime under the FLSA and the Virginia Law.

## CONCLUSION

Wherefore the parties request that the Court approve the settlement and enter the Proposed Consent Order provided as an attachment to the Joint Motion to Approve Settlement.

Dated: June 24, 2019

Respectfully submitted,

Dawn Renee Wright and Maurice Pendleton,  
Individually, and all others similarly situated,

By: /s/  
Harris D. Butler, III (VSB No. 26483)  
Zev H. Antell (VSB No. 74634)  
Paul M. Falabella (VSB No. 81199)  
ButlerRoyals, PLC  
140 Virginia Street, Suite 302  
Richmond, Virginia 23219  
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thomas@strelkalaw.com  
leigh@strelkalaw.com

*Counsel for Plaintiffs*

### **CERTIFICATE OF SERVICE**

I hereby certify that on the 24<sup>th</sup> day of June, 2019, I will electronically file the foregoing with the Clerk of Court using the CM/ECF system, which will then send a notification of such filing (NEF) to the following:

Paul G. Klockenbrink  
Catherine J. Huff  
Gentry Locke  
10 Franklin Road S.E., Suite 900  
P.O. Box 40013  
Roanoke, Virginia 24022-0013  
Tel: 540-983-9300  
klockenbrink@gentrylocke.com  
huff@gentrylocke.com

Timothy R. Spencer  
Assistant City Attorney  
City of Roanoke  
215 Church Avenue SW, Room 464  
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*Counsel for Defendant*

By: /s/ Zev Antell  
Zev H. Antell (VSB No. 74634)  
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Tel: (804) 648-4848  
Fax: (804) 237-0413  
Email: zev.antell@butlerroyals.com

# EXHIBIT A

**Wright *et al.* v. City of Roanoke, Virginia**

**SETTLEMENT AGREEMENT AND RELEASE**

This Settlement Agreement and Release ("Agreement") is entered into as of the date last written between all Individuals ("Plaintiffs") who have signed this Agreement and Release by the Acceptance Deadline (as that term is defined below) and the City of Roanoke, Virginia ("Defendant").

WHEREAS, on May 11, 2018 Plaintiffs filed a lawsuit against Defendant in the United States District Court for the Western District of Virginia, Case No. 7:18-cv-210 ("the Lawsuit"), styled as a hybrid class and collective action which sought relief for alleged unpaid wages pursuant to Virginia Code § 9.1-700 *et seq.*, ("The Virginia Law") and the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.*, as amended ("FLSA"); and

WHEREAS, Plaintiffs, will sign this Agreement and Release; and

WHEREAS, Defendant has denied, and continues to deny, any liability to Plaintiffs; and

WHEREAS, all parties to this Agreement (collectively, the "Parties") wish to resolve, fully and finally, the differences between them, without further litigation;

NOW, THEREFORE, it is agreed as follows, in exchange for the good and valuable consideration set forth herein:

1. Approval and Consent to Magistrate Jurisdiction: The Parties agree to jointly request Court approval of the settlement described in this Agreement. The Parties agree that absent the Court requiring otherwise, the individual monetary allocations set out in this Agreement shall not be publicly filed with the Court or made part of the public Court record. To the extent permitted by the Court, the Parties consent to the jurisdiction of any Western District of Virginia United States Magistrate Judge for the purposes of review and approval of this settlement and for entry of appropriate orders in furtherance of this Agreement, including, but not limited to, entry(ies) of dismissal of the pending Lawsuit. The Parties anticipate that Court approval will occur in the near future.
2. Denial of Liability: The Defendant expressly denies any liability to any Plaintiff on any basis. Neither the fact that this Agreement has been entered into, nor that a monetary payment of any amount is made shall be construed as any type of admission of liability or wrongdoing by the Defendant.
3. Settlement Payment:
  - (a) On or before May 31, 2019, Defendant will provide Plaintiffs' counsel with a list of the number of non-exempt weeks worked by each Plaintiff from May 11, 2015

through April 25, 2019 and a list of each Plaintiffs' highest non-exempt overtime rate of pay for that same time period.

- (b) On or before June 10, 2019, Plaintiffs' counsel shall deliver to Defendant's counsel a schedule of gross settlement amounts totaling \$800,000.00 payable to each Plaintiff.
- (c) On or before 30 thirty days following the distribution to Plaintiffs of this Agreement and Release, Plaintiffs' counsel shall be responsible for obtaining the signatures on this Agreement by Plaintiffs accepting this settlement. This date shall be referred to as the "Acceptance Deadline."
- (d) Within 10 business days of the later of the Acceptance Deadline or the date of the Order approving settlement, Defendant or its counsel shall cause to be delivered Plaintiffs' settlement checks directly to all accepting Plaintiffs at their last known address or the addresses requested by Plaintiffs through counsel. Defendant may also deliver checks by hand or via direct deposit should doing so be convenient.
- (e) Each check issued by Defendant shall contain the legend that it must be cashed or deposited no later than 90 days after the date of the check. Any check not negotiated within that time, or averred by its intended recipient to have not been received, shall be canceled and reissued upon request of Plaintiffs' counsel.
- (f) Each check shall be made payable to an individual Plaintiff, in the amount shown in Schedules A and B, attached hereto, less all usual and required tax withholdings, which Defendant shall use the most recent tax documents on file to determine. Defendant shall issue a form W-2 to each Plaintiff in an amount equal to one-half of each Plaintiff's total payment and shall issue a Form 1099, with the non-wage income selection checked (Box 3), in an amount equal to one-half of each Plaintiff's total payment (give or take a one cent if a gross total is an odd number).
- (g) Within 10 business days of the later of the Acceptance Deadline or the date of the Order approving settlement, Defendant or its counsel shall issue a separate check to Plaintiffs' counsel, in the amount of \$400,000.00 in full satisfaction of all claims for Plaintiffs' attorneys' fees and litigation/administrative costs. The check shall be made payable to the following:

Butler Royals, PLC  
140 Virginia Street, Suite 302  
Richmond, Virginia 23219

Plaintiffs' counsel shall provide an IRS Form W-9 for the payee law firm above, and Defendant shall issue a 1099 tax form with respect to such payment.

- (h) The total value of settlement is \$1,200,000.00

- (i) The parties agree that they will work together as necessary to extend any of the dates listed in this agreement to the extent doing so will help to facilitate an orderly settlement and resolution of this matter.

4. Co-Plaintiff Settlement Amounts: Neither Defendant, nor Counsel for either party, shall inform any Plaintiff of other Plaintiffs' specific settlement allocations, except to the extent such allocations are made public. Thus, Plaintiffs shall not be shown Schedule B. Rather, each individual will be made aware of only his or her gross settlement amount. Each Plaintiff's gross settlement amount will be provided to him/her in a form substantially similar to the form attached hereto as Schedule A.

5. Reversion of Amounts Due to Non-Accepting Plaintiffs: The amounts allocable to any Plaintiffs who do not sign this Agreement and Release by the Acceptance Deadline shall revert to the Defendant.

6. Dismissal of the Lawsuit: Within five (5) business days after the later of the Acceptance Deadline or the date of the Order approving settlement, Plaintiffs' counsel shall take any additional necessary steps to dismiss, with prejudice, all claims of accepting Plaintiffs in the Lawsuit against Defendant. In the event any Plaintiffs who have presently opted in fail to sign this Agreement and Release, the claims of such Plaintiffs will be dismissed without prejudice and tolled for a period of 30 days following.

7. Release: From May 11, 2015 through the date of this Agreement and Release, Plaintiffs shall, jointly and severally, further agree to release Defendant, of and from any all known or unknown claims, causes of action, liability, and damages arising out of or relating to the payment or non-payment of overtime wages by Defendant, as well as any claim of retaliation against Defendant in any way related to payment or non-payment of wages/overtime wages due under the FLSA and The Virginia Law through the date of Release. By signing his or her release, the Plaintiffs are waiving any such claims that they, or any one of them, have/has or may have against Defendant and each of its council members, directors, members, officers, employees, attorneys, insurers, legal successors and assigns, and all other related or affiliated persons, firms or entities. This includes all claims, rights, and obligations pertaining to payment of wages under the FLSA and The Virginia Law, as well any and all other federal, state and local statutes, cases, authorities or laws (including common law) providing a cause of action that may be the subject of a release for unpaid wages and/or overtime wages, or retaliation related to such claims, under applicable law. Nothing in this release shall be construed to waive any claims or rights that may not be waived as a matter of law; however, the Plaintiffs agree to waive, to the maximum extent permitted by law, any right to recover a monetary award or other individual relief regarding any claims, causes of action, liability, and damages arising out of or relating to the FLSA or The Virginia Law with respect to payment or non-payment of wages and/or overtime wages by Defendant. Nothing in this release will affect the ability of any party to enforce rights or entitlements specifically provided for in this Agreement.

8. Signatures and Counterparts: Facsimile or emailed signatures shall have the same power and effect as original signatures with regard this Agreement and the Individual Release forms. This Agreement may be executed independently and separately (i.e. in counterparts) by the

respective Parties. If executed in counterparts, each counterpart shall be deemed to be an original, and said counterparts together shall constitute one and the same Agreement.

9. Governing Law: This Agreement shall be governed by the laws of the Commonwealth of Virginia without regard to choice of law principles. The parties agree that any action to enforce this Agreement shall be brought in an appropriate Federal court located in Roanoke, Virginia, and specifically agree to jurisdiction of such court and venue in such court.

10. Entire Agreement: This Agreement constitutes the entire agreement between Plaintiffs and Defendant with respect to the resolution of the Lawsuit, and specifically supersedes any previous agreements or representation between the parties. This Agreement shall inure to the benefit of any successor to Defendant, or in the event of any individual Plaintiff's death, to his/her estate.

11. Compromise of Disputed Claim and Bar upon Use in Subsequent Proceedings: The parties hereto agree that the present Agreement constitutes the compromise and settlement of disputed claims, and that Defendant has denied and continues to deny any and all liability to all Plaintiffs, including any Plaintiffs' claimed entitlement to liquidated damages or to an extended statute of limitations. This Agreement and any conduct and statements made in compromise negotiations between the parties shall be inadmissible in any further proceeding save for a proceeding over the alleged breach of the present Agreement.

APPROVED AS TO FORM FOR RECOMMENDATION TO PLAINTIFFS AND FOR  
COURT APPROVAL:



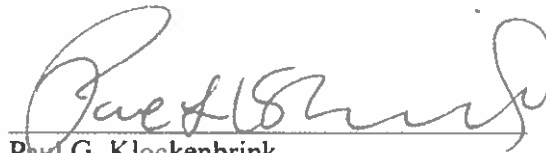
Date: 6/20/19

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Paul M. Falabella  
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Thomas E. Strelka  
L. Leigh R. Strelka  
Norvell Winston West, IV  
STRELKA LAW OFFICE, PC  
Warehouse Row  
119 Norfolk Avenue, S.W., Suite 330  
Roanoke, VA 24011

APPROVED AS TO FORM FOR RECOMMENDATION TO DEFENDANT AND FOR  
COURT APPROVAL:

Date: 6/20/19



Paul G. Klockenbrink  
Catherine J. Huff  
Gentry Locke  
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P.O. Box 40013  
Roanoke, Virginia 24022-0013

Timothy R. Spencer  
Assistant City Attorney  
City of Roanoke  
215 Church Avenue SW, Room 464  
Roanoke, VA 24011



FOR DEFENDANT:

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

The City of Roanoke, Virginia

By:  \_\_\_\_\_

Its: City Manager \_\_\_\_\_

## **SCHEDULE A**

### **Settlement Allocation and Settlement Execution of [John Doe]**

The allocation formula is as follows:

Each Plaintiff is entitled to a proportionate share of \$800,000.00. Such amount is exclusive of the attorneys' fees referenced in Section 3(g)). Plaintiffs' individual shares include an across the board participation minimum of \$50.00. In recognition of their assistance to all Plaintiffs, Named Plaintiff Payments of \$5,000 and \$3,000, respectfully, have been allocated to Dawn Wright and Maurice Pendleton. Plaintiffs' individual shares are otherwise calculated and allocated based upon the weeks worked by each officer and their highest overtime rate during the time period beginning May 11, 2015 through April 25, 2019. The damages calculation periods run from no earlier than May 11, 2015 through April 25, 2019.

#	LAST NAME	FIRST NAME	W-2	1099	Total Gross Allocation
1			\$	\$	\$

BY MY SIGNATURE BELOW, I REPRESENT THAT I UNDERSTAND THE TERMS OF THIS AGREEMENT; I HAVE BEEN ASSISTED BY COUNSEL IN THE NEGOTIATION OF THIS AGREEMENT; AND I ACCEPT AND AGREE TO ALL TERMS SET FORTH HEREIN:

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

\_\_\_\_\_  
Signature of Plaintiff

\_\_\_\_\_  
Printed Name

## SCHEDULE B

The allocation formula is as follows:

Each Plaintiff is entitled to a proportionate share of \$800,000.00. Such amount is exclusive of the attorneys' fees referenced in Section 3(g)). Plaintiffs' individual shares include an across the board participation minimum of \$50.00. In recognition of their assistance to all Plaintiffs, Named Plaintiff Payments of \$5,000 and \$3,000, respectfully, have been allocated to Dawn Wright and Maurice Pendleton. Plaintiffs' individual shares are otherwise calculated and allocated based upon the weeks worked by each officer and their highest overtime rate during the time period beginning May 11, 2015 through April 25, 2019. The damages calculation periods run from no earlier than May 11, 2015 through April 25, 2019.

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## SCHEDULE B

The allocation formula is as follows:

Each Plaintiff is entitled to a proportionate share of \$800,000.00. Such amount is exclusive of the attorneys' fees referenced in Section 3(g)). Plaintiffs' individual shares include an across the board participation minimum of \$50.00. In recognition of their assistance to all Plaintiffs, Named Plaintiff Payments of \$5,000 and \$3,000, respectfully, have been allocated to Dawn Wright and Maurice Pendleton. Plaintiffs' individual shares are otherwise calculated and allocated based upon the weeks worked by each officer and their highest overtime rate during the time period beginning May 11, 2015 through April 25, 2019. The damages calculation periods run from no earlier than May 11, 2015 through April 25, 2019.

#	Last Name	First Name	W2 (wages)	1099 (liquidated or named pl pymt)	Total Allocation
			\$1,690.15	\$1,690.15	\$3,380.30
			\$1,610.38	\$1,610.38	\$3,220.77
			\$1,085.49	\$1,085.49	\$2,170.99
			\$56.33	\$56.33	\$112.66
			\$747.72	\$747.72	\$1,495.44
			\$359.26	\$359.26	\$718.52
			\$1,669.71	\$1,669.71	\$3,339.42
			\$1,801.95	\$1,801.95	\$3,603.90
			\$30.53	\$30.53	\$61.06
			\$1,990.78	\$1,990.78	\$3,981.55
			\$284.67	\$284.67	\$569.35
			\$668.43	\$668.43	\$1,336.86
			\$245.97	\$245.97	\$491.94
			\$326.60	\$326.60	\$653.19
			\$1,690.15	\$1,690.15	\$3,380.30
			\$1,490.73	\$1,490.73	\$2,981.46
			\$90.67	\$90.67	\$181.34
			\$1,463.66	\$1,463.66	\$2,927.31
			\$1,490.73	\$1,490.73	\$2,981.46
			\$556.31	\$556.31	\$1,112.61
			\$599.82	\$599.82	\$1,199.65
			\$1,624.78	\$1,624.78	\$3,249.55
			\$1,755.46	\$1,755.46	\$3,510.92
			\$1,559.03	\$1,559.03	\$3,118.07
			\$1,264.21	\$1,264.21	\$2,528.42
			\$904.44	\$904.44	\$1,808.88
			\$1,706.10	\$1,706.10	\$3,412.21
			\$1,490.73	\$1,490.73	\$2,981.46
			\$2,085.00	\$2,085.00	\$4,170.00
			\$868.94	\$868.94	\$1,737.87
			\$674.83	\$674.83	\$1,349.67
			\$748.23	\$748.23	\$1,496.46

	\$1,690.15	\$1,690.15	\$3,380.30
	\$1,731.03	\$1,731.03	\$3,462.06
	\$761.71	\$761.71	\$1,523.42
	\$1,639.30	\$1,639.30	\$3,278.60
	\$141.41	\$141.41	\$282.82
	\$93.52	\$93.52	\$187.04
	\$1,639.30	\$1,639.30	\$3,278.60
	\$349.68	\$349.68	\$699.36
	\$884.15	\$884.15	\$1,768.30
	\$1,785.37	\$1,785.37	\$3,570.75
	\$1,559.03	\$1,559.03	\$3,118.07
	\$683.21	\$683.21	\$1,366.41
	\$1,669.71	\$1,669.71	\$3,339.42
	\$1,434.51	\$1,434.51	\$2,869.03
	\$62.37	\$62.37	\$124.73
	\$1,592.93	\$1,592.93	\$3,185.87
	\$2,187.70	\$2,187.70	\$4,375.40
	\$1,369.01	\$1,369.01	\$2,738.02
	\$1,730.03	\$1,730.03	\$3,460.07
	\$1,668.27	\$1,668.27	\$3,336.53
	\$1,817.78	\$1,817.78	\$3,635.56
	\$1,247.29	\$1,247.29	\$2,494.58
	\$1,555.36	\$1,555.36	\$3,110.72
	\$557.51	\$557.51	\$1,115.01
	\$1,089.75	\$1,089.75	\$2,179.50
	\$1,493.72	\$1,493.72	\$2,987.45
	\$1,616.52	\$1,616.52	\$3,233.05
	\$1,091.48	\$1,091.48	\$2,182.96
	\$144.80	\$144.80	\$289.60
	\$507.08	\$507.08	\$1,014.17
	\$349.68	\$349.68	\$699.36
	\$163.00	\$163.00	\$326.00
	\$56.92	\$56.92	\$113.84
	\$1,639.30	\$1,639.30	\$3,278.60
	\$1,490.73	\$1,490.73	\$2,981.46
	\$745.19	\$745.19	\$1,490.37
	\$2,085.00	\$2,085.00	\$4,170.00
	\$886.18	\$886.18	\$1,772.36
	\$1,494.72	\$1,494.72	\$2,989.44
	\$1,874.12	\$1,874.12	\$3,748.23
	\$1,105.28	\$1,105.28	\$2,210.56
	\$1,620.13	\$1,620.13	\$3,240.26
	\$2,059.57	\$2,059.57	\$4,119.15
	\$562.43	\$562.43	\$1,124.87
	\$279.22	\$279.22	\$558.43
	\$1,706.10	\$1,706.10	\$3,412.21
	\$107.11	\$107.11	\$214.21

		\$997.95	\$997.95	\$1,995.91
		\$1,027.38	\$1,027.38	\$2,054.76
		\$1,665.22	\$1,665.22	\$3,330.45
		\$1,218.89	\$1,218.89	\$2,437.77
		\$773.59	\$773.59	\$1,547.18
		\$1,639.30	\$1,639.30	\$3,278.60
		\$1,669.71	\$1,669.71	\$3,339.42
		\$1,594.43	\$1,594.43	\$3,188.86
		\$1,053.52	\$1,053.52	\$2,107.04
		\$1,592.93	\$1,592.93	\$3,185.87
		\$1,594.43	\$1,594.43	\$3,188.86
		\$51.41	\$51.41	\$102.82
		\$1,933.94	\$1,933.94	\$3,867.88
		\$93.03	\$93.03	\$186.05
		\$1,199.39	\$1,199.39	\$2,398.77
		\$2,096.47	\$2,096.47	\$4,192.94
		\$1,755.96	\$1,755.96	\$3,511.92
		\$1,639.30	\$1,639.30	\$3,278.60
		\$1,772.91	\$1,772.91	\$3,545.82
		\$2,079.02	\$2,079.02	\$4,158.04
		\$244.58	\$244.58	\$489.16
		\$474.57	\$474.57	\$949.13
		\$1,559.03	\$1,559.03	\$3,118.07
		\$1,493.72	\$1,493.72	\$2,987.45
		\$1,021.87	\$1,021.87	\$2,043.74
		\$285.22	\$285.22	\$570.45
		\$392.69	\$392.69	\$785.39
		\$1,592.93	\$1,592.93	\$3,185.87
		\$1,469.43	\$1,469.43	\$2,938.86
		\$1,249.41	\$1,249.41	\$2,498.81
		\$991.67	\$991.67	\$1,983.35
		\$1,256.42	\$1,256.42	\$2,512.83
		\$1,256.42	\$1,256.42	\$2,512.83
		\$1,669.71	\$1,669.71	\$3,339.42
		\$1,834.73	\$1,834.73	\$3,669.46
		\$388.07	\$388.07	\$776.13
		\$1,665.22	\$1,665.22	\$3,330.45
		\$1,665.22	\$1,665.22	\$3,330.45
		\$1,663.23	\$1,663.23	\$3,326.46
		\$1,594.43	\$1,594.43	\$3,188.86
		\$1,475.52	\$1,475.52	\$2,951.03
		\$794.89	\$794.89	\$1,589.78
		\$1,672.05	\$1,672.05	\$3,344.09
		\$1,910.01	\$1,910.01	\$3,820.02
		\$958.38	\$958.38	\$1,916.75
		\$169.68	\$169.68	\$339.36
		\$893.28	\$893.28	\$1,786.56

		\$745.19	\$745.19	\$1,490.37
		\$356.39	\$356.39	\$712.77
		\$488.56	\$488.56	\$977.12
		\$41.90	\$41.90	\$83.80
		\$325.42	\$325.42	\$650.84
		\$1,846.20	\$1,846.20	\$3,692.39
		\$1,673.70	\$1,673.70	\$3,347.40
		\$121.50	\$121.50	\$243.00
		\$1,559.03	\$1,559.03	\$3,118.07
		\$280.98	\$280.98	\$561.97
		\$1,817.78	\$1,817.78	\$3,635.56
		\$1,329.26	\$1,329.26	\$2,658.52
		\$1,858.16	\$1,858.16	\$3,716.32
		\$749.24	\$749.24	\$1,498.49
		\$1,669.71	\$1,669.71	\$3,339.42
		\$1,125.98	\$1,125.98	\$2,251.97
		\$362.13	\$362.13	\$724.27
		\$1,840.21	\$1,840.21	\$3,680.43
		\$172.33	\$172.33	\$344.66
		\$474.42	\$474.42	\$948.84
		\$837.38	\$837.38	\$1,674.75
		\$358.59	\$358.59	\$717.18
		\$1,754.96	\$1,754.96	\$3,509.92
		\$517.29	\$517.29	\$1,034.58
		\$2,078.52	\$2,078.52	\$4,157.04
		\$1,434.80	\$1,434.80	\$2,869.60
		\$517.29	\$517.29	\$1,034.58
		\$904.44	\$904.44	\$1,808.88
		\$1,665.22	\$1,665.22	\$3,330.45
		\$904.44	\$904.44	\$1,808.88
		\$765.47	\$765.47	\$1,530.95
		\$1,673.70	\$1,673.70	\$3,347.40
		\$1,673.70	\$1,673.70	\$3,347.40
		\$1,225.75	\$1,225.75	\$2,451.50
		\$2,424.01	\$2,424.01	\$4,848.03
		\$124.13	\$124.13	\$248.25
		\$482.81	\$482.81	\$965.62
		\$1,639.30	\$1,639.30	\$3,278.60
		\$609.27	\$609.27	\$1,218.55
		\$488.56	\$488.56	\$977.12
		\$1,255.40	\$1,255.40	\$2,510.81
		\$1,493.72	\$1,493.72	\$2,987.45
		\$1,098.18	\$1,098.18	\$2,196.36
		\$1,262.50	\$1,262.50	\$2,525.01
		\$482.81	\$482.81	\$965.62
		\$1,639.30	\$1,639.30	\$3,278.60
		\$1,791.46	\$1,791.46	\$3,582.93



	\$2,130.87	\$2,130.87	\$4,261.73
	\$349.68	\$349.68	\$699.36
	\$234.64	\$234.64	\$469.28
	\$482.81	\$482.81	\$965.62
	\$1,559.03	\$1,559.03	\$3,118.07
	\$637.67	\$637.67	\$1,275.33
	\$1,594.43	\$1,594.43	\$3,188.86
	\$100.10	\$100.10	\$200.21
	\$1,731.03	\$1,731.03	\$3,462.06
	\$1,785.37	\$1,785.37	\$3,570.75
	\$567.92	\$567.92	\$1,135.84
	\$1,594.43	\$1,594.43	\$3,188.86
	\$237.14	\$237.14	\$474.29
	\$1,490.73	\$1,490.73	\$2,981.46
	\$1,103.25	\$1,103.25	\$2,206.50
	\$885.17	\$885.17	\$1,770.33
	\$2,424.01	\$2,424.01	\$4,848.03
	\$1,760.94	\$1,760.94	\$3,521.89
	\$685.28	\$685.28	\$1,370.55
	\$1,869.63	\$1,869.63	\$3,739.26
	\$2,084.00	\$2,084.00	\$4,168.01
	\$794.08	\$794.08	\$1,588.15
	\$52.99	\$52.99	\$105.99
	\$362.13	\$362.13	\$724.27
	\$126.09	\$126.09	\$252.18
	\$650.85	\$650.85	\$1,301.70
	\$1,210.33	\$1,210.33	\$2,420.65
	\$1,776.90	\$1,776.90	\$3,553.80
	\$1,639.30	\$1,639.30	\$3,278.60
	\$745.19	\$745.19	\$1,490.37
	\$1,106.29	\$1,106.29	\$2,212.59
	\$893.28	\$893.28	\$1,786.56
	\$1,669.71	\$1,669.71	\$3,339.42
	\$745.19	\$745.19	\$1,490.37
	\$1,874.61	\$1,874.61	\$3,749.23
	\$349.68	\$349.68	\$699.36
	\$623.51	\$623.51	\$1,247.01
	\$883.14	\$883.14	\$1,766.28
	\$356.39	\$356.39	\$712.77
	\$749.24	\$749.24	\$1,498.49
	\$892.27	\$892.27	\$1,784.53
	\$1,490.73	\$1,490.73	\$2,981.46
	\$1,592.93	\$1,592.93	\$3,185.87
	\$1,995.76	\$1,995.76	\$3,991.52
	\$1,255.40	\$1,255.40	\$2,510.81
	\$1,933.94	\$1,933.94	\$3,867.88
	\$352.56	\$352.56	\$705.11

	\$1,673.70	\$1,673.70	\$3,347.40
	\$745.19	\$745.19	\$1,490.37
	\$482.81	\$482.81	\$965.62
	\$1,647.28	\$1,647.28	\$3,294.55
	\$972.40	\$972.40	\$1,944.80
	\$1,748.98	\$1,748.98	\$3,497.96
	\$1,785.37	\$1,785.37	\$3,570.75
	\$349.68	\$349.68	\$699.36
	\$1,690.15	\$1,690.15	\$3,380.30
	\$1,378.80	\$1,378.80	\$2,757.60
	\$1,106.29	\$1,106.29	\$2,212.59
	\$1,594.43	\$1,594.43	\$3,188.86
	\$1,592.93	\$1,592.93	\$3,185.87
	\$538.31	\$538.31	\$1,076.62
	\$1,639.30	\$1,639.30	\$3,278.60
	\$1,104.27	\$1,104.27	\$2,208.53
	\$1,594.43	\$1,594.43	\$3,188.86
	\$76.61	\$76.61	\$153.21
	\$548.92	\$548.92	\$1,097.84
	\$1,559.03	\$1,559.03	\$3,118.07
	\$28.68	\$28.68	\$57.35
	\$1,129.62	\$1,129.62	\$2,259.25
	\$557.52	\$557.52	\$1,115.03
	\$745.19	\$745.19	\$1,490.37
	\$745.19	\$745.19	\$1,490.37
	\$512.88	\$512.88	\$1,025.76
	\$1,594.43	\$1,594.43	\$3,188.86
	\$1,065.87	\$1,065.87	\$2,131.74
	\$25.93	\$25.93	\$51.86
	\$1,990.78	\$1,990.78	\$3,981.55
	\$1,669.71	\$1,669.71	\$3,339.42
	\$1,586.59	\$4,586.59	\$6,173.17
	\$1,123.79	\$1,123.79	\$2,247.58
	\$881.61	\$881.61	\$1,763.21
	\$102.83	\$102.83	\$205.66
	\$1,777.40	\$1,777.40	\$3,554.79
	\$488.56	\$488.56	\$977.12
	\$242.71	\$242.71	\$485.41
	\$588.97	\$588.97	\$1,177.95
	\$1,995.76	\$1,995.76	\$3,991.52
	\$1,245.96	\$1,245.96	\$2,491.92
	\$736.24	\$736.24	\$1,472.48
	\$1,833.23	\$1,833.23	\$3,666.47
	\$614.91	\$614.91	\$1,229.82
	\$1,787.37	\$1,787.37	\$3,574.74
	\$979.12	\$979.12	\$1,958.25
	\$1,731.03	\$1,731.03	\$3,462.06

	\$283.17	\$283.17	\$566.33
	\$1,472.72	\$1,472.72	\$2,945.43
	\$1,834.23	\$1,834.23	\$3,668.46
	\$1,105.28	\$1,105.28	\$2,210.56
	\$1,669.71	\$1,669.71	\$3,339.42
	\$349.68	\$349.68	\$699.36
	\$1,165.85	\$1,165.85	\$2,331.70
	\$1,990.78	\$1,990.78	\$3,981.55
	\$967.28	\$967.28	\$1,934.55
	\$503.88	\$503.88	\$1,007.76
	\$1,952.39	\$1,952.39	\$3,904.77
	\$1,594.43	\$1,594.43	\$3,188.86
	\$1,598.42	\$1,598.42	\$3,196.84
	\$59.39	\$59.39	\$118.79
	\$950.08	\$950.08	\$1,900.17
	\$1,669.71	\$1,669.71	\$3,339.42
	\$1,690.15	\$1,690.15	\$3,380.30
	\$1,797.84	\$1,797.84	\$3,595.67
	\$950.08	\$950.08	\$1,900.17
	\$1,592.93	\$1,592.93	\$3,185.87
	\$1,104.27	\$1,104.27	\$2,208.53
	\$31.52	\$31.52	\$63.03
	\$1,710.59	\$1,710.59	\$3,421.18
	\$1,647.28	\$1,647.28	\$3,294.55
	\$1,469.43	\$1,469.43	\$2,938.86
	\$1,262.03	\$1,262.03	\$2,524.07
	\$1,735.02	\$1,735.02	\$3,470.04
	\$872.17	\$872.17	\$1,744.33
	\$1,706.10	\$1,706.10	\$3,412.21
	\$1,594.43	\$1,594.43	\$3,188.86
	\$1,120.49	\$1,120.49	\$2,240.99
	\$745.19	\$745.19	\$1,490.37
	\$2,021.69	\$2,021.69	\$4,043.37
	\$1,874.61	\$1,874.61	\$3,749.23
	\$745.19	\$745.19	\$1,490.37
	\$2,080.51	\$2,080.51	\$4,161.03
	\$1,678.19	\$1,678.19	\$3,356.37
	\$1,559.03	\$1,559.03	\$3,118.07
	\$32.94	\$32.94	\$65.87
	\$1,262.50	\$1,262.50	\$2,525.01
	\$1,490.73	\$1,490.73	\$2,981.46
	\$1,103.25	\$1,103.25	\$2,206.50
	\$492.39	\$492.39	\$984.78
	\$1,559.03	\$1,559.03	\$3,118.07
	\$1,592.93	\$1,592.93	\$3,185.87
	\$1,669.71	\$1,669.71	\$3,339.42
	\$765.47	\$765.47	\$1,530.95

				\$1,669.71	\$1,669.71	\$3,339.42
				\$1,334.79	\$1,334.79	\$2,669.58
				\$1,639.30	\$1,639.30	\$3,278.60
				\$1,594.43	\$1,594.43	\$3,188.86
				\$1,831.24	\$1,831.24	\$3,662.48
				\$1,111.55	\$1,111.55	\$2,223.10
				\$1,249.10	\$1,249.10	\$2,498.21
				\$1,834.23	\$1,834.23	\$3,668.46
				\$455.04	\$455.04	\$910.07
				\$749.24	\$749.24	\$1,498.49
				\$719.41	\$719.41	\$1,438.81
				\$107.61	\$107.61	\$215.23
				\$1,594.43	\$1,594.43	\$3,188.86
				\$688.85	\$688.85	\$1,377.69
				\$1,335.84	\$1,335.84	\$2,671.67
				\$1,024.86	\$1,024.86	\$2,049.71
				\$1,365.82	\$1,365.82	\$2,731.64
				\$748.23	\$748.23	\$1,496.46
				\$1,952.39	\$1,952.39	\$3,904.77
				\$1,776.90	\$1,776.90	\$3,553.80
				\$1,785.37	\$1,785.37	\$3,570.75
				\$1,490.73	\$1,490.73	\$2,981.46
				\$1,731.03	\$6,731.03	\$8,462.06
				\$1,030.85	\$1,030.85	\$2,061.69
				\$1,611.01	\$1,611.01	\$3,222.03
				\$1,228.82	\$1,228.82	\$2,457.63
				\$1,490.73	\$1,490.73	\$2,981.46
	<b>Totals</b>			<b>\$396,000.00</b>	<b>\$404,000.00</b>	<b>\$800,000.00</b>

