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 814 W. Roosevelt
 13 Phoenix, Arizona 85007
 Tel. (602) 258-1000
 14 Fax (602) 523-9000
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 15 docket@azlaw.com

16 *Attorneys for Plaintiffs*

17
 18 **UNITED STATES DISTRICT COURT**
 19 **DISTRICT OF ARIZONA**

20 Matthew A. Turner, et al.,
 21 Plaintiffs,

22 v.

23 City of Flagstaff, an Arizona municipal
 24 corporation,
 25 Defendant.

Case No: CV-18-08227-DWL

**JOINT MOTION TO APPROVE
 SETTLEMENT AND DISMISS
 ALL CLAIMS WITH PREJUDICE**

1 Defendant City of Flagstaff (the “City”) and Plaintiffs Mathew Turner, *et al*
2 (collectively, “Plaintiffs”) jointly ask this Court to approve the parties’ settlement and
3 dismiss all claims in this action with prejudice.

4 MEMORANDUM OF LAW

5 Plaintiffs filed this action in September 2018, alleging that the City miscalculated
6 overtime owed to fire fighters based on certain assignment premiums, thereby resulting in
7 underpayments in violation of the Fair Labor Standards Act (“FLSA”). *See* 29 U.S.C. §
8 201 *et seq.* Upon investigation, the City discovered an error in its methodology for
9 calculating the amount of overtime pay due. As a result of the error, the firefighters were
10 underpaid in some instances and overpaid in others. Thus, a genuine dispute exists as to
11 the amount of Plaintiffs’ alleged damages. In addition, the City contends that it acted in
12 good faith at all material times and with the intent to comply with the FLSA, so
13 liquidated damages are not available. 29 U.S.C. § 260. Furthermore, the City strongly
14 contests any allegations of willful violations.

15 In an effort to avoid the costs and uncertainty of litigation, the parties have
16 carefully and exhaustively negotiated a settlement in this action. They have agreed to
17 resolve the disputed factual and legal issues on the terms set forth in the attached
18 Settlement Agreement and Release. *See* Exhibit 1.

19 As the Eleventh Circuit Court of Appeals explained in *Lynn’s Food Stores, Inc. v.*
20 *United States*, 679 F.2d 1350, 1353 (11th Cir. 1982), in the “context of suits brought
21 directly against their employer under Section 216(b) to recover back wages for FLSA
22 violations,” the parties must present any proposed settlement to the district court, which
23 “may enter a stipulated judgment after scrutinizing the settlement for fairness.” *See also*
24 *Seminiano v. Xyris Enter., Inc.*, 602 F. App’x 682, 683 (9th Cir. 2015) (“FLSA claims
25 may not be settled without approval of either the Secretary of Labor or a district court.”).
26
27
28

1 This Court should find that the settlement in this case is fair and approve the
2 settlement. Specifically, the settlement resolves a “bona fide dispute between the parties
3 with respect to [the] amount due under the (FLSA).” *Lynn’s Food Stores*, 679 F.2d at
4 1353 n.8. Among other defenses, the City contends that Plaintiffs were overpaid at times,
5 that it acted in good faith, and that there was no willful violation of the FLSA. Thus, the
6 parties anticipate significant disputes as to the amount of Plaintiffs’ alleged damages.

7 As a further indication of the fairness of the settlement, Plaintiffs are represented
8 by experienced counsel, who, in the “adversarial context of a lawsuit,” negotiated for
9 Plaintiffs “a reasonable compromise of disputed issues.” *Id.* at 1354.

10 The amount of the settlement also demonstrates that approval should be granted.
11 The parties engaged in negotiations and reached an agreement on an overtime calculation
12 methodology that the parties agree complies with the FLSA. The parties used that agreed-
13 upon methodology to calculate the individual damages for each Plaintiff for each
14 individual FLSA work period during the case’s recovery period. It is these calculations,
15 using the agreed-upon methodology, that form the basis of this settlement. Here, despite
16 the uncertainty associated with this litigation, the settlement includes a payment of the
17 full amount sought by Plaintiffs for unpaid overtime for a period of three years for each
18 FLSA work period in which the calculations showed an underpayment of FLSA
19 overtime, an equal sum for liquidated damages, and reasonable attorneys’ fees and costs.
20 *See Ex. 1.* Other indicia of fairness are also present, including the facts that the parties
21 investigated the issues; that the settlement will conserve substantial time and expense by
22 eliminating the need for costly discovery and a trial on the merits; and that, by settling,
23 Plaintiffs have avoided a significant delay in receiving any possible recovery.

24 As the court recognized in *Lynn’s Foods*, settlements in the context of litigation
25 where there are bona fide issues in dispute, and where employees are represented by “an
26 attorney who can protect their rights under the statute,” are to be approved by district
27

1 courts “in order to promote the policy of encouraging settlement of litigation.” 679 F.2d
2 27 at 1354. These precise circumstances exist here. Accordingly, the parties respectfully
3 ask the Court to approve the terms set forth in the Settlement Agreement and Release and
4 grant dismissal of this matter with prejudice.

5 RESPECTFULLY SUBMITTED this 7th day of August 2019.

6
7 **PIERCE COLEMAN PLLC**

8 By: /s/Stephen B. Coleman
9 Stephen B. Coleman
10 Kylie C. TenBrook
11 7730 E. Greenway Road, Suite 105
12 Scottsdale, Arizona 85260
Attorneys for Defendant

**McGILLIVARY STEELE ELKIN
LLP**

By: /s/ T. Reid Coploff (w/permission)
T. Reid Coploff
John W. Stewart
1101 Vermont Avenue, N.W., Ste. 1000
Washington, D.C. 20005
Attorneys for Plaintiffs

13 **CURRY, PEARSON & WOOTEN,
14 PLC**

15 Michael W. Pearson
16 814 W. Roosevelt
17 Phoenix, Arizona 85007
Attorneys for Plaintiffs

CERTIFICATE OF SERVICE

I hereby certify that on August 7, 2019, I electronically transmitted the attached document to the Clerk's Office using the ECF System for filing, and served on counsel via the Court's CM / ECF System.

Stephen B. Coleman
Kylie C. TenBrook
7730 E. Greenway Road, Suite 105
Scottsdale, Arizona 85260
Attorneys for Defendant

By: */s/T. Reid Coploff*

4847-1221-3148, v. 1

EXHIBIT 1

UNITED STATES DISTRICT COURT
DISTRICT OF ARIZONA

Matthew A. Turner, et. al,)	
)	
Plaintiffs,)	
vs.)	
)	
City of Flagstaff, an Arizona municipal)	Case No.CV-18-8227-PCT-DWL
corporation,)	
)	
Defendant.)	
)	

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Agreement”) is made and entered into by and between the City of Flagstaff (“the City”) and Plaintiffs Matthew A. Turner, et. al. The City and Plaintiffs are collectively referred to in this Agreement as the “Parties.”

RECITALS

- A. Whereas, Plaintiffs are current or former employees of the City; and,
- B. Whereas, on September 20, 2018, Plaintiffs filed the action captioned “*Matthew A. Turner, et. al. v. City of Flagstaff,*” Case No.CV-18-8227-PCT-DWL, in the United States District Court for the District of Arizona (“the Action”), arising out of their employment with the City; and,
- C. Whereas, Plaintiffs’ Complaint alleges a violation of the Fair Labor Standards Act (29 U.S.C. § 201, *et seq.*) (“FLSA”) and seeks recovery of overtime wages, for underpayments of overtime owed under the FLSA due to an alleged miscalculation of the overtime regular rate of pay, based on a three-year statute of limitations, and an equal amount of liquidated damages and

reasonable attorneys' fees and costs awardable under the FLSA to prevailing plaintiffs; and,

D. Whereas, the City filed an Answer to the Complaint denying the material allegations and asserting affirmative defense thereto; and,

E. Whereas, the Parties have engaged in negotiations in an attempt to resolve their differences and evaluate the data relevant to a settlement calculation, and throughout these negotiations all Parties were, and continue to be, represented by counsel experienced in wage and employment matters; and,

F. Whereas, the Parties wish to avoid the potential uncertainty, expense, and delay of litigation and have therefore, based upon their negotiations, agreed to a settlement of the Parties' dispute; and,

G. Whereas, the potential recovery at trial, if any, remains unknown, but the Parties believe that the terms of this Agreement are consistent with and within the range of a reasonable result that Plaintiffs might expect to obtain if they prevailed after a trial; and,

H. Whereas, as a result of their negotiations, the Parties wish to settle the Action and resolve and release all disputes and claims arising out of the Action against the City.

NOW THEREFORE, in consideration for the mutual promises and undertakings of the Parties as set forth below, Plaintiffs and the City hereby enter into this Agreement and agree as follows:

1. Recitals: The recitals set forth in this Agreement are true and correct and are hereby fully incorporated by reference into this Agreement. By executing this Agreement, no Party admits or concedes any of the claims, defenses, or allegations which were raised or could be raised by any other party or any third party.

2. Settlement Terms:

(a) Settlement Sum: The City shall pay a total of Thirty-Three Thousand Eighty-One Dollars and Sixty-Four Cents (\$33,081.64) in settlement of all of Plaintiffs' claims in the Action, which includes attorneys' fees and costs ("Settlement Sum"). Although the Parties do not agree that there is liability regarding Plaintiffs' claims, for purposes of this Agreement, the Settlement Sum represents the agreed upon amount for all overtime compensation allegedly owed to Plaintiffs and the equal amount allegedly owed for liquidated damages, arising from an alleged three-year statute of limitations for recovery relief, and any and all other damages and/or relief recoverable in the Action, for the full liability period alleged in the Action, including attorneys' fees and costs.

(b) Allocation of Settlement Sum: Subject to Court approval, the Settlement Sum will be allocated as follows:

i. Overtime Compensation: The City will pay Plaintiffs the total sum of \$2,790.82 in settlement for Plaintiffs' claim for overtime compensation in accordance with the list attached to this Agreement as Exhibit A. This payment will be made by payroll checks to the Plaintiffs and will be subject to the normal wage withholdings. The City will provide each Plaintiff with a W-2 form regarding the payment for unpaid overtime compensation as required by law.

ii. Liquidated Damages: The City will issue a check in the sum of \$2,790.82 to the "McGillivray Steele Elkin LLP client trustee account" in settlement

of Plaintiffs' claim for liquidated damages, which will be distributed to each Plaintiff in accordance with Exhibit A. This amount is not subject to federal or state income or withholding taxes, because it is not in the nature of wages. The City or its representative will issue a 1099 Form to the applicable taxing authority or authorities as to this payment.

iii. Attorneys' Fees: The Law Firm of McGillivray Steele Elkin LLP shall receive a separate check payable to the law firm in the amount of \$27,500.00 for attorneys' fees and costs. Except as provided here, each party will bear its own attorneys' fees and costs. The City will provide Plaintiffs' counsel with an IRS 1099 form regarding attorneys' fees and costs.

(c) Taxation: The Parties agree that the payment of liquidated damages to the Plaintiffs' counsel for distribution to the Plaintiffs is not wages, and therefore the Parties believe that such amounts are not subject to federal and state tax withholding requirements, although they are taxable as gross income. Plaintiffs are encouraged to consult with a tax advisor or attorney to independently determine any federal, state, or local tax consequences of the liquidated damages portion of the settlement amounts as no opinion on any tax matter is expressed herein. Plaintiffs are solely responsible for reporting amounts received as liquidated damages pursuant to this Agreement to any applicable federal, state or local agency as required by law. Plaintiffs acknowledge that they will be exclusively liable for the payment of all federal, state, and local taxes, if any, which may be due as a result of the monetary consideration they receive as liquidated damages. If the City is required at any time

to pay any taxes or other amounts, including without limitation penalties or interest or reasonable attorneys' fees, for failing to withhold federal or state income or withholding taxes on the liquidated damages portion of the settlement, Plaintiffs agree to indemnify the City and hold it harmless from any penalties, claims, lawsuits, attorneys' fees, and expenses.

(d) Approval: The Parties will present this Settlement Agreement to the Court along with a joint motion requesting the Court's approval of the settlement as fair, reasonable, and adequate and consistent with the FLSA.

- i. The City shall provide payment to Plaintiffs and their counsel within 30 days after the Court approves the Settlement Agreement. The Parties agree and stipulate to the Court's continued jurisdiction over matters relating to the enforcement of the Settlement Agreement.
- ii. The payments specified in paragraphs 2(b)(ii) and (iii) shall be delivered to Plaintiffs' attorney, T. Reid Coploff, of McGillivray Steele Elkin LLP, at 1101 Vermont Ave. NW, Suite 1000, Washington, D.C. 20005.

3. Resolution of the Action: Upon the effective date of this Agreement, the Plaintiffs agree to dismiss with prejudice their claims in the Action, and to withdraw or dismiss any other complaint, claim, grievance, or charge that they have filed against the City relating to or arising from the claims raised in this Action and occurring up to the Effective Date of this Agreement. This Agreement extends to any such complaint, claim, grievance, or charge relating to or arising from the claims raised in this Action filed in any state or federal court, with any administrative body, agency, board, commission, or other entity whatsoever.

4. Release of Claims by Plaintiffs: Plaintiffs accept this settlement and understand that Plaintiffs' acceptance of this settlement constitutes a full and complete settlement of all claims against the City set forth in this Action and any claims arising out of the same nucleus of operative facts.

In exchange for the consideration provided by the City under this Agreement, Plaintiffs hereby irrevocably and unconditionally release and discharge the City and, to the extent applicable, as direct, intended and third party beneficiaries hereof, its past, present, and future officers, employees, elected officials, councilmembers, representatives, trustees, administrators, fiduciaries, attorneys, insurers, claims adjusters, agents, subsidiaries, affiliated entities, predecessors, successors, heirs, and assigns, from any and all claims, demands, liens, agreements, covenants, actions, suits at law or equity, obligations, debts, damages, judgments, liabilities, attorneys' fees, costs, and expenses of whatever kind, known or unknown, suspected or unsuspected, which were asserted in the Action or that arise from the same operative facts asserted in the Action.

All Parties to this settlement understand that this Release extends only to all grievances, disputes or claims of every nature and kind, known or unknown, suspected or unsuspected, arising from, or attributable to Plaintiffs' claims that the City violated the FLSA up to and including the effective date of this Agreement by failing to compensate Plaintiffs at the required overtime rate under the FLSA for the hours worked and recorded by the City as overtime, along with any related wage claims arising out of the same nucleus of operative facts. The Parties understand that this release does not include claims relating to conduct or activity which does not

arise from or is not attributable to the facts that gave rise to Plaintiffs' FLSA claims in the Action or to any conduct or activity which occurs after the effective date of this Agreement.

5. Knowledge of Parties: The Parties understand and agree to the settlement, this Agreement, and the terms and conditions contained herein, and enter into this Agreement knowingly and voluntarily. The Parties have investigated the facts pertaining to the settlement and the Agreement and all matters pertaining thereto as deemed necessary. The Parties have relied upon their judgment, belief, knowledge, understanding, and expertise after consultation with their counsel concerning the legal effect of the settlement, and this Agreement and its terms. By signing this document, the Parties signify their full understanding, agreement, and acceptance of the Agreement.

6. No Admission of Wrongdoing: The parties each agree that nothing in this Agreement shall be construed as an admission by any of them of any wrongdoing or violation of any applicable law, and that nothing in this Agreement shall be so construed by any other person.

7. Entire Agreement: This Agreement contains the entire agreement of the Parties regarding the subject matter of this Agreement and shall constitute the final understanding between the Parties hereto. All prior negotiations made, or which have occurred prior to the date of this Agreement are merged into this Agreement.

8. No Additional Representations: Except for the terms of this Agreement, Plaintiffs and the City, respectively, have not relied upon any statement or representation, written or oral, made by any Party, or any of their respective agents, attorneys or any other person, regarding any matter including, but not limited to, the federal or state income tax consequences of the Agreement to any Party. The Parties expressly acknowledge and agree that they have relied

solely upon the advice of their own attorneys and/or accountants as to the tax and benefit consequences of the Agreement.

9. Warranty of Non-Assignment: The Parties warrant that they have not assigned any of the claims or portions of the claims that are the subject of this Agreement.

10. Binding Agreement: The Agreement shall bind and inure to the benefit of each of the Parties hereto and their spouses, domestic partners, children, heirs, estates, administrators, representatives, executors, attorneys, successors, and assigns. Except as expressly provided herein, this Agreement is not for the benefit of any person not a Party hereto or any person or entity not specifically identified as a beneficiary herein or specifically identified herein as a person or entity released hereby. The Agreement is not intended to constitute a third-party beneficiary contract.

11. Interpretation and Construction: Any ambiguities or uncertainties herein shall be equally and fairly interpreted and construed without reference to the identity of the Party or Parties preparing this document or the documents referred to herein, on the understanding that the Parties participated equally in the negotiation and preparation of the Agreement and the documents referred to herein, or have had equal opportunity to do so. The headings used herein are for reference only and shall not affect the construction of this Agreement.

12. Governing Law and Venue: The settlement, this Agreement, and the documents referred to herein, shall be interpreted in accordance with the laws of the State of Arizona, and if necessary federal law. To the extent that any Party brings an action to enforce the terms of this Agreement, such action shall be filed and prosecuted in the Coconino County Superior Court

and/or the United States District Court for the District of Arizona, to the extent of that Court's jurisdiction.

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

14. Execution: This Agreement, and any document referred to herein, may be executed in any number of counterparts, each of which may be deemed an original and all of which together shall constitute a single instrument.

15. Effective Date: This Agreement shall become effective following execution by the Parties and their counsel, and the approval of the Court.

IN WITNESS WHEREOF, the Parties hereto have executed this Settlement Agreement and Release on the date(s) set forth below.

Dated: 8/6, 2019

CITY OF FLAGSTAFF, ARIZONA

By: Barbara Sedick

Dated: 8/6, 2019

APPROVAL AS TO FORM

By: Stephen Coleman
Stephen B. Coleman
Attorney for Defendant

Dated: _____, 2019

By: _____
Jeffrey Bierer
Plaintiff

Dated: _____, 2019

By: _____
Thomas Bustamante
Plaintiff

Dated: _____, 2019

By: _____
Earl Callander
Plaintiff

Dated: _____, 2019

By: _____
Keith Cashatt
Plaintiff

IN WITNESS WHEREOF, the Parties hereto have executed this Settlement Agreement and Release on the date(s) set forth below.

Dated: _____, 2019

CITY OF FLAGSTAFF, ARIZONA

By: _____

Dated: _____, 2019

APPROVAL AS TO FORM

By: _____

Stephen B. Coleman
Attorney for Defendant

Dated: 7/23/2019

By: _____


Jeffrey Bierer
Plaintiff

Dated: _____, 2019

By: _____

Thomas Bustamante
Plaintiff

Dated: _____, 2019

By: _____

Earl Callander
Plaintiff

Dated: _____, 2019

By: _____

Keith C. ...

IN WITNESS WHEREOF, the Parties hereto have executed this Settlement Agreement and Release on the date(s) set forth below:

Dated: _____, 2019

CITY OF FLAGSTAFF, ARIZONA

By: _____

Dated: _____, 2019

APPROVAL AS TO FORM

By: _____

Stephen B. Coleman
Attorney for Defendant

Dated: _____, 2019

By: _____

Jeffrey Bierer
Plaintiff

Dated: 7/19, 2019

By:  _____

Thomas Bustamante
Plaintiff

Dated: _____, 2019

By: _____

Earl Callander
Plaintiff

Dated: _____, 2019

By: _____

Keith Cashatt
Plaintiff

CITY OF FLAGSTAFF, ARIZONA

Dated: _____, 2019

By: _____

Dated: _____, 2019

APPROVAL AS TO FORM

By: _____

Stephen B. Coleman
Attorney for Defendant

Dated: _____, 2019

By: _____

Jeffrey Bierer
Plaintiff

Dated: _____, 2019

By: _____

Thomas Bustamante
Plaintiff

Dated: 7/22/2019

By: 

Paul Callender
Plaintiff

Dated: _____, 2019

By: _____

Keith Cashatt
Plaintiff

IN WITNESS WHEREOF, the Parties hereto have executed this Settlement Agreement and Release on the date(s) set forth below.

Dated: _____, 2019

CITY OF FLAGSTAFF, ARIZONA

By: _____

Dated: _____, 2019

APPROVAL AS TO FORM

By: _____

Stephen B. Coleman
Attorney for Defendant

Dated: _____, 2019

By: _____

Jeffrey Bierer
Plaintiff

Dated: _____, 2019

By: _____

Thomas Bustamante
Plaintiff

Dated: _____, 2019

By: _____

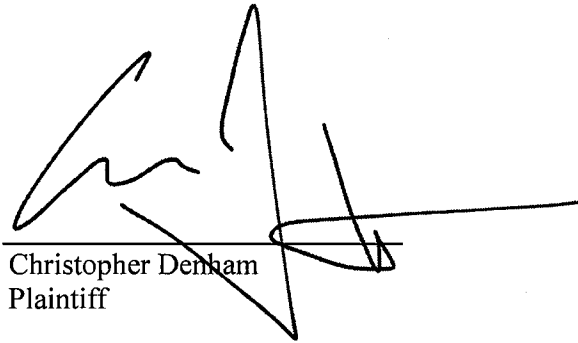
Earl Callender
Plaintiff

Dated: 7-25, 2019

By: *Keith Cashall*

Keith Cashall
Plaintiff

Dated: 7.23, 2019

By: 

Christopher Denham
Plaintiff

Dated: _____, 2019

By: _____
Wesley Forbach
Plaintiff

Dated: _____, 2019

By: _____
Todd George
Plaintiff

Dated: _____, 2019

By: _____
Marc Goldberg
Plaintiff

Dated: _____, 2019

By: _____
Raymond Gonzalez
Plaintiff

Dated: _____, 2019

By: _____
Michael Greenwalt
Plaintiff

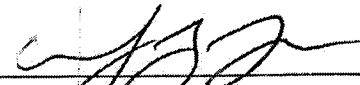
Dated: _____, 2019

By: _____
Aaron Gregar
Plaintiff

Dated: _____, 2019

By: _____
Christopher Denham
Plaintiff

Dated: 7/20/2019

By: 
Wesley Forbach
Plaintiff

Dated: _____, 2019

By: _____
Todd George
Plaintiff

Dated: _____, 2019

By: _____
Marc Goldberg
Plaintiff

Dated: _____, 2019

By: _____
Raymond Gonzalez
Plaintiff

Dated: _____, 2019

By: _____
Michael Greenwalt
Plaintiff

Dated: _____, 2019

By: _____
Aaron Gregar
Plaintiff

Dated: _____, 2019

By: _____
Christopher Denham
Plaintiff

Dated: _____, 2019

By: _____
Wesley Forbach
Plaintiff

Dated: 7/20, 2019

By: 
Todd George
Plaintiff

Dated: _____, 2019

By: _____
Marc Goldberg
Plaintiff

Dated: _____, 2019

By: _____
Raymond Gonzalez
Plaintiff

Dated: _____, 2019

By: _____
Michael Greenwalt
Plaintiff

Dated: _____, 2019

By: _____
Aaron Gregar
Plaintiff

Dated: _____, 2019

By: _____
Christopher Denham
Plaintiff

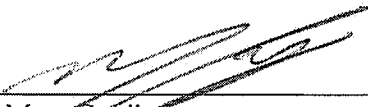
Dated: _____, 2019

By: _____
Wesley Forbach
Plaintiff

Dated: _____, 2019

By: _____
Todd George
Plaintiff

Dated: 7/19, 2019

By: 
Marc Goldberg
Plaintiff

Dated: _____, 2019

By: _____
Raymond Gonzalez
Plaintiff

Dated: _____, 2019

By: _____
Michael Greenwalt
Plaintiff

Dated: _____, 2019

By: _____
Aaron Gregar
Plaintiff

Dated: _____, 2019

By: _____
Christopher Denham
Plaintiff

Dated: _____, 2019

By: _____
Wesley Forbach
Plaintiff

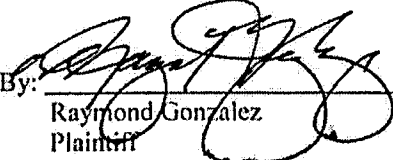
Dated: _____, 2019

By: _____
Todd George
Plaintiff

Dated: _____, 2019

By: _____
Marc Goldberg
Plaintiff

Dated: 7/20, 2019

By: 
Raymond Gonzalez
Plaintiff

Dated: _____, 2019

By: _____
Michael Greenwalt
Plaintiff

Dated: _____, 2019

By: _____
Aaron Gregar
Plaintiff

Dated: _____, 2019

By: _____
Christopher Denham
Plaintiff

Dated: _____, 2019

By: _____
Wesley Forbach
Plaintiff

Dated: _____, 2019

By: _____
Todd George
Plaintiff

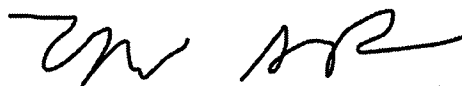
Dated: _____, 2019

By: _____
Marc Goldberg
Plaintiff

Dated: _____, 2019

By: _____
Raymond Gonzalez
Plaintiff

Dated: 7.19, 2019

By: 

Michael Greenwalt
Plaintiff

Dated: _____, 2019

By: _____
Aaron Gregar
Plaintiff

Dated: _____, 2019

By: _____
Christopher Denham
Plaintiff

Dated: _____, 2019

By: _____
Wesley Forbach
Plaintiff

Dated: _____, 2019

By: _____
Todd George
Plaintiff

Dated: _____, 2019

By: _____
Marc Goldberg
Plaintiff


Dated: _____, 2019

By: _____
Raymond Gonzalez
Plaintiff

Dated: _____, 2019

By: _____
Michael Greenwalt
Plaintiff

Dated: July 23, 2019

By: _____

Aaron Gregar
Plaintiff

Dated: 7/26, 2019

By: Kathy Kentera
Kathy Kentera
Plaintiff

Dated: _____, 2019

By: _____
Arroyo Lippman
Plaintiff

Dated: _____, 2019

By: _____
Jess Maier
Plaintiff

Dated: _____, 2019

By: _____
Gregory McLaughlin
Plaintiff

Dated: _____, 2019

By: _____
Robert Oberly
Plaintiff

Dated: _____, 2019

By: _____
Robert Parker
Plaintiff

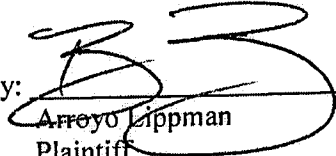
Dated: _____, 2019

By: _____
Christopher Romero
Plaintiff

Dated: _____, 2019

By: _____
Kathy Kentera
Plaintiff

Dated: 7/21, 2019

By: 
Arroyo Lippman
Plaintiff

Dated: _____, 2019

By: _____
Jess Maier
Plaintiff

Dated: _____, 2019

By: _____
Gregory McLaughlin
Plaintiff

Dated: _____, 2019

By: _____
Robert Oberly
Plaintiff

Dated: _____, 2019

By: _____
Robert Parker
Plaintiff

Dated: _____, 2019

By: _____
Christopher Romero
Plaintiff

Dated: _____, 2019

By: _____
Kathy Kentera
Plaintiff

Dated: _____, 2019

By: _____
Arroyo Lippman
Plaintiff

Dated: 7/20, 2019

By: _____
Jess Maier
Plaintiff

Dated: _____, 2019

By: _____
Gregory McLaughlin
Plaintiff

Dated: _____, 2019

By: _____
Robert Oberly
Plaintiff

Dated: _____, 2019

By: _____
Robert Parker
Plaintiff

Dated: _____, 2019

By: _____
Christopher Romero
Plaintiff

Dated: _____, 2019

By: _____
Kathy Kentera
Plaintiff


Dated: _____, 2019

By: _____
Arroyo Lippman
Plaintiff

Dated: _____, 2019

By: _____
Jess Maier
Plaintiff

Dated: 7/22, 2019

By: 
Gregory McLaughlin
Plaintiff

Dated: _____, 2019

By: _____
Robert Oberly
Plaintiff

Dated: _____, 2019

By: _____
Robert Parker
Plaintiff

Dated: _____, 2019

By: _____
Christopher Romero
Plaintiff

Dated: _____, 2019

By: _____
Kathy Kentera
Plaintiff

Dated: _____, 2019

By: _____
Arroyo Lippman
Plaintiff

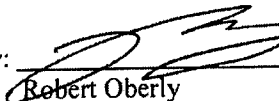
Dated: _____, 2019

By: _____
Jess Maier
Plaintiff

Dated: _____, 2019

By: _____
Gregory McLaughlin
Plaintiff

Dated: 7/23, 2019

By: 
Robert Oberly
Plaintiff

Dated: _____, 2019

By: _____
Robert Parker
Plaintiff

Dated: _____, 2019

By: _____
Christopher Romero
Plaintiff

Dated: _____, 2019

By: _____
Kathy Kentera
Plaintiff

Dated: _____, 2019

By: _____
Arroyo Lippman
Plaintiff

Dated: _____, 2019

By: _____
Jess Maier
Plaintiff


Dated: _____, 2019

By: _____
Gregory McLaughlin
Plaintiff

Dated: _____, 2019

By: _____
Robert Oberly
Plaintiff

Dated: 7-25, 2019

By: 
Robert Parker
Plaintiff

Dated: _____, 2019

By: _____
Christopher Romero
Plaintiff

Dated: _____, 2019

By: _____
Kathy Kentera
Plaintiff

Dated: _____, 2019

By: _____
Arroyo Lippman
Plaintiff

Dated: _____, 2019

By: _____
Jess Maier
Plaintiff

Dated: _____, 2019

By: _____
Gregory McLaughlin
Plaintiff

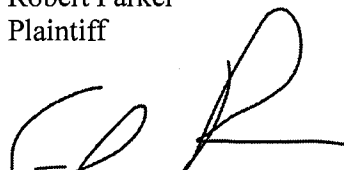
Dated: _____, 2019

By: _____
Robert Oberly
Plaintiff

Dated: _____, 2019

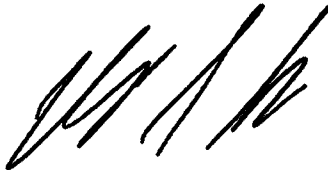
By: _____
Robert Parker
Plaintiff

Dated: 7/26, 2019

By: 

Christopher Romero
Plaintiff

Dated: 7/25, 2019

By: 

Christopher Samples
Plaintiff

Dated: _____, 2019

By: _____
Matthew Smyers
Plaintiff

Dated: _____, 2019

By: _____
Shane Spravzoff
Plaintiff

Dated: _____, 2019

By: _____
Scott Strohmeier
Plaintiff

Dated: _____, 2019

By: _____
Chris Thomas
Plaintiff

Dated: _____, 2019

By: _____
Joseph Toth
Plaintiff

Dated: _____, 2019

By: _____
Matthew Turner
Plaintiff

Dated: _____, 2019

By: _____
Christopher Samples
Plaintiff

Dated: 7/22, 2019

By: 
Matthew Smyers
Plaintiff

Dated: _____, 2019

By: _____
Shane Spravzoff
Plaintiff

Dated: _____, 2019

By: _____
Scott Strohmeier
Plaintiff

Dated: _____, 2019

By: _____
Chris Thomas
Plaintiff

Dated: _____, 2019

By: _____
Joseph Toth
Plaintiff

Dated: _____, 2019

By: _____
Mathew Turner
Plaintiff

Dated: _____, 2019

By: _____
Christopher Samples
Plaintiff

Dated: _____, 2019

By: _____
Matthew Smyers
Plaintiff

Dated: 7/19, 2019

By:  _____
Shane Spravzoff
Plaintiff

Dated: _____, 2019

By: _____
Scott Strohmeier
Plaintiff

Dated: _____, 2019

By: _____
Chris Thomas
Plaintiff

Dated: _____, 2019

By: _____
Joseph Toth
Plaintiff

Dated: _____, 2019

By: _____
Matthew Turner
Plaintiff

Dated: _____, 2019

By: _____
Christopher Samples
Plaintiff


Dated: _____, 2019

By: _____
Matthew Smyers
Plaintiff

Dated: _____, 2019

By: _____
Shane Spravzoff
Plaintiff

Dated: 7/19, 2019

By:  _____
Scott Strohmeier
Plaintiff

Dated: _____, 2019

By: _____
Chris Thomas
Plaintiff

Dated: _____, 2019

By: _____
Joseph Loth
Plaintiff

Dated: _____, 2019

By: _____
Matthew Turner
Plaintiff

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Dated: _____, 2019

By: _____
Christopher Samples
Plaintiff

Dated: _____, 2019

By: _____
Matthew Smyers
Plaintiff

Dated: _____, 2019

By: _____
Shane Spravzoff
Plaintiff

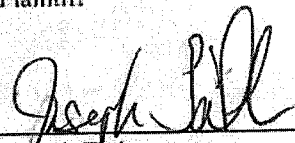
Dated: _____, 2019

By: _____
Scott Strohmeyer
Plaintiff

Dated: _____, 2019

By: _____
Chris Thomas
Plaintiff

Dated: 7/22, 2019

By: 
Joseph Toth
Plaintiff

Dated: _____, 2019

By: _____
Matthew Turner
Plaintiff

Dated: _____, 2019

By: _____
Christopher Samples
Plaintiff

Dated: _____, 2019

By: _____
Matthew Smyers
Plaintiff

Dated: _____, 2019

By: _____
Shane Spravzoff
Plaintiff

Dated: _____, 2019

By: _____
Scott Strohmeier
Plaintiff

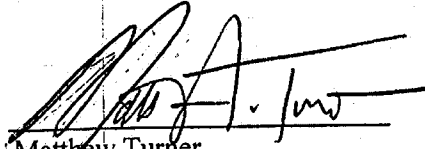
Dated: _____, 2019

By: _____
Chris Thomas
Plaintiff


Dated: _____, 2019

By: _____
Joseph Toth
Plaintiff

Dated: 7/22, 2019

By: 
Matthew Turner
Plaintiff

Dated: 8/1, 2019

By: 
Kim Randall Watkins
Plaintiff

Dated: _____, 2019

By: _____
Kim Ryan Watkins
Plaintiff

Dated: _____, 2019

By: _____
Aaron Wells
Plaintiff

Dated: _____, 2019

By: _____
Kevin Wiles
Plaintiff

Dated: _____, 2019

By: _____
Kevin Wilson
Plaintiff

Dated: _____, 2019

By: _____
Brian Wood
Plaintiff

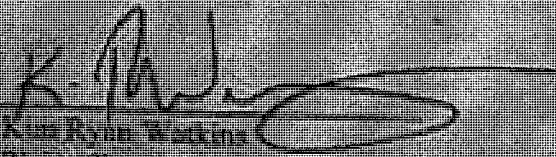
Dated: _____, 2019

APPROVAL AS TO FORM
By: _____
T. Reid Coploff
Attorney for Plaintiffs

Dated: _____, 2019

By: _____
Kim Randall Watkins
Plaintiff

Dated: 7-22, 2019

By: 
Kim Ryan Watkins
Plaintiff

Dated: _____, 2019

By: _____
Aaron Wells
Plaintiff

Dated: _____, 2019

By: _____
Kevin Wells
Plaintiff

Dated: _____, 2019

By: _____
Kevin Wilson
Plaintiff

Dated: _____, 2019

By: _____
Dana Wood
Plaintiff

Dated: _____, 2019

By: _____
Dana Wood
Plaintiff


Dated: _____, 2019

By: _____
Kim Randall Watkins
Plaintiff

Dated: _____, 2019

By: _____
Kim Ryan Watkins
Plaintiff

Dated: 7/25, 2019

By: 
Aaron Wells
Plaintiff

Dated: _____, 2019

By: _____
Kevin Wiles
Plaintiff

Dated: _____, 2019

By: _____
Kevin Wilson
Plaintiff

Dated: _____, 2019

By: _____
Brian Wood
Plaintiff

Dated: _____, 2019

APPROVAL AS TO FORM

By: _____
T. Reid Cepoll
Attorney for Plaintiffs

Dated: _____, 2019

By: _____
Kim Randall Watkins
Plaintiff

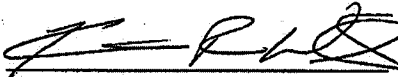
Dated: _____, 2019

By: _____
Kim Ryan Watkins
Plaintiff

Dated: _____, 2019

By: _____
Aaron Wells
Plaintiff

Dated: July 20, 2019

By: 
Kevin Wiles
Plaintiff

Dated: _____, 2019

By: _____
Kevin Wilson
Plaintiff

Dated: _____, 2019

By: _____
Brian Wood
Plaintiff

Dated: _____, 2019

APPROVAL AS TO FORM

By: _____
T. Reid Coploff
Attorney for Plaintiffs

Dated: _____, 2019

By: _____
Kim Randall Watkins
Plaintiff

Dated: _____, 2019

By: _____
Kim Ryan Watkins
Plaintiff

Dated: _____, 2019

By: _____
Aaron Wells
Plaintiff

Dated: _____, 2019

By: _____
Kevin Wilcox
Plaintiff

Dated: 7-21, 2019

By: *Kevin Wilson*
Kevin Wilson
Plaintiff

Dated: _____, 2019

By: _____
Brian Wood
Plaintiff

Dated: _____, 2019

APPROVAL AS TO FORM

By: _____
T. Reid Copple
Attorney for Plaintiffs

Dated: _____, 2019

By: _____
Kim Randall Watkins
Plaintiff

Dated: _____, 2019

By: _____
Kim Ryan Watkins
Plaintiff

Dated: _____, 2019

By: _____
Aaron Wells
Plaintiff

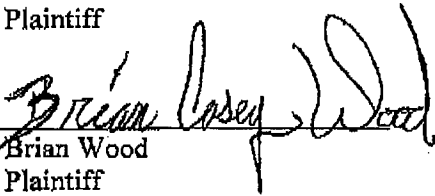
Dated: _____, 2019

By: _____
Kevin Wiles
Plaintiff

Dated: _____, 2019

By: _____
Kevin Wilson
Plaintiff

Dated: _____, 2019

By: 
Brian Wood
Plaintiff

Dated: _____, 2019

APPROVAL AS TO FORM
By: _____
T. Reid Coploff
Attorney for Plaintiffs

Dated: _____, 2019

By: _____
Kim Randall Watkins
Plaintiff

Dated: _____, 2019

By: _____
Kim Ryan Watkins
Plaintiff

Dated: _____, 2019

By: _____
Aaron Wells
Plaintiff

Dated: _____, 2019

By: _____
Kevin Wiles
Plaintiff

Dated: _____, 2019

By: _____
Kevin Wilson
Plaintiff

Dated: _____, 2019

By: _____
Brian Wood
Plaintiff

Dated: 8/2, 2019

APPROVAL AS TO FORM

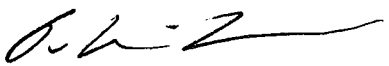
By: 
T. Reid Coploff
Attorney for Plaintiffs

Exhibit A

<u>Plaintiff</u>	<u>Back Pay Amount</u>	<u>Liquidated Damages Amount</u>
Jeffrey Bierer	\$111.28	\$111.28
Thomas Bustamante	\$18.25	\$18.25
Earl Callander	\$101.98	\$101.98
Keith Cashatt	\$136.10	\$136.10
Christopher Denham	\$13.87	\$13.87
Wesley Forbach	\$81.83	\$81.83
Todd George	\$205.87	\$205.87
Marc Goldberg	\$76.63	\$76.63
Raymond Gonzalez	\$40.95	\$40.95
Michael Greenwalt	\$36.78	\$36.78
Aaron Gregar	\$19.68	\$19.68
Kathy Kentera	\$7.61	\$7.61
Arroyo Lippman	\$105.72	\$105.72
Jess Maier	\$35.30	\$35.30
Gregory McLaughlin	\$131.72	\$131.72
Robert Oberly	\$90.31	\$90.31
Robert Parker	\$70.98	\$70.98
Christopher Romero	\$112.40	\$112.40
Christopher Samples	\$76.01	\$76.01
Matthew Smyers	\$27.53	\$27.53
Shane Spravzoff	\$152.71	\$152.71
Scott Strohmeier	\$189.50	\$189.50
Chris Thomas	\$228.57	\$228.57
Joseph Toth	\$82.96	\$82.96
Matthew Turner	\$253.88	\$253.88

Kim Randall Watkin	\$58.71	\$58.71
Kim Ryan Watkins	\$10.16	\$10.16
Aaron Wells	\$59.26	\$59.26
Kevin Wiles	\$61.37	\$61.37
Kevin Wilson	\$47.82	\$47.82
Brian Wood	\$145.08	\$145.08

UNITED STATES DISTRICT COURT

DISTRICT OF ARIZONA

Matthew A. Turner, et al.,
Plaintiffs,

Case No: CV-18-08227-DWL

v.

City of Flagstaff, an Arizona municipal
corporation,

PROPOSED ORDER

Defendant.

PROPOSED ORDER

The Court carefully reviewed the Joint Motion to Approve Settlement and Dismiss All Claims with Prejudice (“Motion”) and Proposed Order, the Settlement Agreement, and relevant Exhibits.

Based upon a review of the record, and good cause appearing,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows;

1. The Settlement Agreement, which is incorporated herein by reference, is approved as fair, reasonable and just in all respects as to the Plaintiffs and the Parties shall perform the Settlement Agreement in accordance with its terms;

2. The Court reserves jurisdiction over this Action for the purposes of enforcing the Settlement Agreement;

3. The Court has made no findings or determination regarding the law, and this Motion and any Exhibits and any of the other documents or written materials prepared in conjunction with this Motion and Order shall not constitute evidence of, or any admission of, any violation of the law; and

4. The claims of Plaintiffs in this case are dismissed with prejudice.

IT IS SO ORDERED.

Dated: _____, 2019

HON. DOMINIC W. LANZA
UNITED STATES DISTRICT JUDGE