



VIRGINIA
& AMBINDER LLP
A t t o r n e y s a t L a w

40 Broad Street, 7th Floor
New York, New York 10004
Telephone: 212.943.9080

James E. Murphy, Esq.
Partner
jmurphy@vandallp.com

January 17, 2024

VIA ECF

Hon. George B. Daniels
United States District Court
Southern District of New York
500 Pearl Street
New York, NY 10007

Re: Kroustallis et al. v. The City of New York et al
Case No.: 1:16-cv-08421-GBD

Dear Judge Daniels:

Virginia & Ambinder, LLP (“V&A”) represents Plaintiffs in this wage and hour action. The parties jointly submit their settlement of this action for approval by the Court as required by Cheeks v. Freeport Pancake House, Inc., 796 F.3d 199, 206 (2d Cir. 2015). A copy of the Settlement Agreement (“Agreement”) is annexed hereto as Exhibit A.

I. Relevant Facts and History

Plaintiffs commenced this collective action against Defendants for violations of the Fair Labor Standards Act (“FLSA”) on October 28, 2016. The 500 Plaintiffs¹ in this action are members of Local 3621, Uniformed EMS Officers, AFSCME District Council 37, who worked as Supervising Emergency Medical Services Specialists (“SEMSS”) for the Fire Department of New York (“FDNY”) under the title of either Lieutenant or Captain. In their capacity as SEMSS, Plaintiffs supervise EMTs and Paramedics within the FDNY Emergency Medical Services Division. Plaintiffs are required to perform EMT, Paramedic, and other duties, such as rescuing medical emergency victims by acting as first responders, transporting medical emergency victims to the hospital, conducting investigations and inspections for violations of law, performing surveillances, interviewing witnesses, and preparing investigative reports.

The FDNY’s Emergency Medical Services Division operates 24 hours per day, 7 days per week, and assigns its SEMSS to work in one of three daily tours so as to be able to provide around the clock services. Plaintiffs in this lawsuit assert that in furtherance of their duties as SEMSS,

¹ On November 30, 2016 and on various dates thereafter, Plaintiffs filed their Consent to Sue forms this case. Exhibit A to the Agreement contains a list of all Plaintiffs and the dates on which they filed their Consent to Sue forms with this Court.

they are required to attend pre-shift briefings with the SEMSS they are relieving. The briefings consist of reporting and receiving reports on the status of Plaintiffs' respective stations, including matters regarding equipment or supplies, significant events, directives or orders, and any other relevant EMS operations. According to Plaintiffs, each briefing on average lasts approximately 15 minutes, but can last as long as 30 minutes. Plaintiffs allege that they were not compensated for this extra time at the rate of one and one half times their regular rate of pay after the first forty hours.

In addition to their yearly salaries, some Plaintiffs receive additional monies as part of their regular rate of pay, including, but not limited to, a pro-rata differential for Hazardous Material Tactical Unit ("Haz Tac") training, a pro-rata differential for Longevity pay after 20 years of service, and a pro-rata differential for Emergency Medical Dispatch ("EMD") training. However, Plaintiffs allege that their overtime rates do not always take into consideration any of the additional monies that Plaintiffs receive as part of the regular rate of pay. For example, after receiving Haz Tac training, which allows them to provide emergency medical care and decontamination in hazardous environments, Plaintiffs receive a pro-rata differential in their annual salary. In the first 0-1 years of Plaintiffs' employment, the differential is 6% of their incumbent annual salary. In the next 1-2 years of Plaintiffs' employment, the prorata differential is 12% of their annual salary. Similarly, Plaintiffs who perform work as EMDs also receive a pro-rata differential in their annual salary. Likewise, Plaintiffs who have worked as SEMSS receive a pro-rata differential in their annual salary after 20 years of service. However, Plaintiffs claim that their overtime rates are based on their incumbent yearly salary and do not take into consideration the EMD or Longevity differentials. Accordingly, Plaintiffs allege that their overtime rates were miscalculated, and that Plaintiffs were not compensated at the rate of one and one half times their regular rate of pay after the first forty hours.

Plaintiffs also allege that Defendants engaged in a policy and practice of withholding overtime and other wage payments for overtime and other premium work performed in the second week in a pay period, by delaying payments for such work until the following pay period or later.

In sum, Plaintiffs assert three causes of action against the City of New York: (1) off-the-clock work for briefings conducted before and after their shifts; (2) miscalculation of overtime payments due to differentials which were received but not used by the City of New York in calculating overtime rates of pay; and (3) delayed overtime payments.

Throughout this litigation, the parties engaged in extensive discovery, with Defendant producing tens of thousands of payroll and time records for the Plaintiffs, and the Plaintiffs conducting an extensive audit determining the damages owed for each claim. Defendant also retained its own expert concerning damages, and he similarly conducted an extensive analysis of the City's liability.

Over the course of two years, the parties have also been engaged in ongoing mediation discussions with mediator Anthony DiCaprio of DiCaprio Alternative Dispute Resolution. As a result of Mediator DiCaprio's assistance and good faith efforts between the parties, a settlement for the collective was reached in the amount of \$1,760,000.00, exclusive of attorneys' fees and costs. As set forth below, this settlement makes Plaintiffs whole, and is therefore fair and reasonable and should be approved by the Court.

II. The Fair and Reasonable Settlement

The parties have agreed to settle this matter in the amount of \$1,760,000.00, exclusive of attorneys' fees and costs. The parties have agreed to negotiate V&A's attorneys' fees and costs separately. However, V&A has agreed not to seek fees in an amount more than 33.3% of the total settlement amount inclusive of wages, liquidated damages, attorneys' fees, and costs.

In Cheeks, the Second Circuit raised concerns with settlement agreements that contain (1) a battery of highly restrictive confidentiality provisions, (2) overbroad release provisions, and (3) provisions that set attorneys' fees at over 40%. Cheeks, 796 F.3d at 206. None of the concerns raised in *Cheeks* are present in this Agreement:

- (1) The Agreement will be filed publicly with the Court as an exhibit to this letter motion and does not contain a confidentiality provision;
- (2) The Agreement contains only a specific release relative to the wage and hour claims asserted in the lawsuit, and all federal, state and/or local statutory wage and hour claims that could have been asserted in the lawsuit, arising for the time period beginning three (3) years prior to the filing date of each Plaintiff's Consent to Sue form through the date the Settlement Agreement is signed by the counsel for the parties, for the time period Plaintiffs were employed as a SEMSS for the City of New York at FDNY.
- (3) Plaintiffs' counsel has agreed not to seek fees in an amount more than 33.3% of the total settlement amount inclusive of wages, liquidated damages, attorneys' fees, and costs.

The Agreement calls for the stipulated dismissal of this action with prejudice should the Court approve of same. The Second Circuit holds that stipulated dismissals pursuant to Rule 41(a)(1)(A)(ii) of the Federal Rules of Civil Procedure settling FLSA claims with prejudice require the approval of the district court or the United States Department of Labor to take effect. Cheeks, 796 F.3d at 206. In considering whether to approve an FLSA settlement, the Court should examine the following factors: (1) the plaintiff's range of possible recovery; (2) the extent to which the settlement will enable the parties to avoid anticipated burdens and expenses in establishing their respective claims and defenses; (3) the seriousness of the litigation risks faced by the parties; (4) whether the settlement agreement is the product of arm's-length bargaining between experienced counsel; and (5) the possibility of fraud or collusion. Wolinsky v. Scholastic, Inc., 900 F.Supp.2d 332, 335 (S.D.N.Y. 2012). Here, the Agreement meets all of these factors.

(1) Range of Possible Recovery

The Total Settlement is \$1,760,000, allocated as \$627,778 in backpay, \$1,132,222 in liquidated damages. The Plaintiffs' Recovery represents approximately 75% of Plaintiffs' total claimed back pay damages using a full three-year recovery period and 100 % of liquidated damages.

Considering the risks associated with trying these and establishing damages, this amount is clearly reasonable. See Rojas v. Pizza Pete's LLC, 2019 U.S. Dist. LEXIS 149717, 2019 WL 4447578, at *5 (net settlement of 36% of total alleged is "clearly reasonable given the uncertainties

inherent in any litigation”); Chowdhury v. Brioni America, Inc., 2017 WL 5953171, at *2 (S.D.N.Y. 2017) (net settlement of 40% of FLSA plaintiffs’ maximum recovery is reasonable); Redwood v. Cassway Contracting Corp., 2017 WL 4764486, at *2 (S.D.N.Y. 2017) (net settlement of 29.1% of FLSA plaintiffs’ maximum recovery is reasonable); Felix v. Breakroom Burgers & Tacos, 15 Civ. 3531, 2016 U.S. Dist. LEXIS 30050, at *2 (S.D.N.Y. 2016) (net settlement of 25% of FLSA plaintiff’s maximum recovery is reasonable).

(2) The Agreement Enables the Parties to Avoid Anticipated Burdens and Expenses of Litigation

This settlement enables the parties to avoid the anticipated burdens and expense of further litigation. Had the parties continued to litigate, they would have had to engage in summary judgment motion practice and eventually engage expert witnesses to testify at trial with respect to Plaintiffs’ extensive damages audit. Given that there are 500 Plaintiffs in this matter, this would have resulted in the expenditure of hundreds (if not thousands) of more attorney hours, hundreds of thousands of dollars in additional legal fees and expert discovery costs, and delayed recovery to Plaintiffs. Settling this matter enables the parties to avoid these anticipated burdens and expenses.

(3) The Risks of Litigation

Both sides faced risks by continuing with litigation. The parties disagreed on the merits of some of Plaintiffs’ claims. For example, Defendants took the position that the City’s policy of delaying the second week of overtime payments to its workers was lawful, based on two prior lawsuits brought against it making similar allegations. Plaintiffs, on the other hand, took the position that those cases were distinguishable and that administrative delays of earned overtime wages is a clear violation of the FLSA and its accompanying regulations. There is a risk that if Plaintiffs proceeded to trial, they may not have succeeded on this theory, ultimately resulting in no recovery on that cause of action. Further, Defendants may have disputed the amount of time Plaintiffs spent working off the clock, resulting in a smaller recovery for those claims.

As for Defendants’ risks, a majority of the alleged wage violations appeared on the face of Defendants’ own records and would be supported by the near identical testimony of up to 500 Plaintiffs. Accordingly, Defendants faced the risk of a jury awarding 100% of damages to the entire collective plus interest, liquidated damages, and the attorneys’ fees and costs that would have continued to grow as litigation progressed.

Accordingly, the parties have avoided the uncertainty of these litigation risks by settling this matter before trial.

(4) The Agreement is the Product of Arm’s-Length Negotiations and There Was No Fraud or Collusion

Both sides were represented by experienced counsel and settled the claims after completing extensive paper discovery and a damages audit, and with the assistance of Mediator DiCaprio. This was a true arm’s length negotiation that led to a fair and reasonable settlement. “[C]onsidering the Settlement Agreement resulted from ‘arm’s length bargaining between experienced counsel,’

there is ‘no evidence to suggest fraud or collusion.’” Huggins v. Chestnut Holdings Inc., 2022 U.S. Dist. LEXIS 3156, at *5 (S.D.N.Y. Jan. 5, 2022) (quoting Strauss v. Little Fish Corp., 2020 U.S. Dist. LEXIS 126393 (S.D.N.Y. July 17, 2020).

III. Plaintiffs’ Attorneys’ Fees and Costs are Reasonable

The attorneys’ fees and costs to V&A under this settlement will be negotiated separately but will not be in an amount more than 33.3% of the total settlement amount inclusive of wages, liquidated damages, attorneys’ fees, and costs.

To date, Plaintiffs’ counsel has spent 2,575.60 hours litigating this matter, for a total of \$825,210.00 in fees, plus \$1,399.98 in costs. “Both [the Second Circuit] and the Supreme Court have held that the lodestar . . . creates a ‘presumptively reasonable fee.’” Millea v. Metro-North R.R., 658 F.3d 154, 166 (2d Cir. 2011) (citing Arbor Hill Concerned Citizens Neighborhood Assoc. v. Cnty. of Albany, 522 F.3d 182, 183 (2d Cir. 2008)). A fee award of 33.3% of the total settlement amount will be far less than Plaintiffs’ counsel’s lodestar, resulting in a negative multiplier that is *well below* the lodestar multipliers that are regularly awarded in this District. See e.g. Manley v. Midan Rest. Inc., 2017 U.S. Dist. LEXIS 44560, *34 (S.D.N.Y. 2017) (HBP) (awarding a 1.63 multiplier in an FLSA settlement, and noting that it was “well within the range of multipliers that courts have allowed.”); Hart v. RCI Hospitality Holdings, 2015 U.S. Dist. LEXIS 126934, *38-39 (S.D.N.Y. 2015) (awarding a 1.08 multiplier in an FLSA settlement which the Court described as “quite low relative to the multipliers in many cases in which fees have been approved in this District” and further nothing that “[i]t is not at all uncommon for fees to be awarded that reflect multiples of plaintiffs’ counsel’s lodestar.”).

The proposed amount of attorneys’ fees is also fair and reasonable because Plaintiffs’ counsel’s own compensation is being negotiated separate and apart from Plaintiffs’ settlement (which makes Plaintiffs whole) and thus does not adversely affect the extent of the relief obtained by counsel on behalf of Plaintiffs. See Wolinsky, 900 F. Supp. 2d at 336-37; Cisek v Natl. Surface Cleaning, Inc., 954 F. Supp. 110, 111 (S.D.N.Y. 1997) (finding that the sum sought by plaintiffs’ counsel was reasonable, the settlement was untainted by conflict of interest and there was “no reason to conclude that plaintiffs’ counsel benefited at the expense of their clients”). Thus, the settlement does not favor Plaintiffs’ counsel over Plaintiffs.

Moreover, under Plaintiffs’ contingency fee agreement, Plaintiffs’ counsel is entitled to recover, out of Plaintiffs’ settlement amount, fees totaling one-third of any amounts recovered on behalf of Plaintiffs after reimbursement of costs and expenses. Accordingly, “[a]n award of one third of the fund is consistent with what reasonable, paying clients pay in contingency employment cases.” Flores v. Anjost Corp., 2014 U.S. Dist. LEXIS 11026, at *25 (S.D.N.Y. Jan. 28, 2014); see also Rangel v. 639 Grand St. Meat & Produce Corp., 2013 U.S. Dist. LEXIS 134207, at *4 (E.D.N.Y. Sept. 19, 2013) (“Pursuant to plaintiff’s retainer agreement with counsel, the fee is one-third of the settlement amount, plus costs. This fee arrangement is routinely approved by courts in this Circuit.”). The proposed fee award of one-third should also be approved because it was consensual and agreed to by Plaintiffs. See Mireku v. Red Vision Sys., Inc., 2013 U.S. Dist. LEXIS 172102 (S.D.N.Y. Dec. 6, 2013) (approving settlement and noting the consensual nature of the fee arrangement).

* * *

For the reasons set forth above, the parties respectfully request that the Court approve the Agreement as fair and reasonable.

Respectfully submitted,

/s/ James E. Murphy
James E. Murphy

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

----- X
GEORGE KROUSTALLIS, ANTHONY ALMOJERA,
DONALD BROWNE, BARRET HIRSCH, VINCENT
VARIALE, individually and on behalf of all other persons
similarly situated who were employed by The City of New
York Fire Department,

Plaintiffs, **SETTLEMENT
AGREEMENT**

-against-

16 Civ. 8421 (GBD)

THE CITY OF NEW YORK, THE CITY OF NEW YORK
FIRE DEPARTMENT, Daniel A. Nigro, as Commissioner
of the New York City Fire Department,

Defendants.
----- X

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is made and entered into by and among certain Plaintiffs in the above-captioned case, who are identified on Exhibit A attached hereto, and who have timely consented to be party Plaintiffs in the above-captioned case, and Defendants the City of New York, the New York City Fire Department, and Daniel Nigro on behalf of themselves and all other New York City departments, commissions, agencies, related entities, predecessors, successors, trustees, officers, directors and employees, agents, employee benefit plans and the trustees, administrators, and fiduciaries of such plans (hereinafter collectively referred to as “Defendants”), and is based on the following:

I. RECITALS

1.1 Plaintiffs are 500 current or former employees of the New York City Fire Department employed in the civil service title Supervising Emergency Medical Service Specialists (“SEMSS”)

and holding the ranks of Lieutenant and Captain. On November 30, 2016 and on various dates thereafter, Plaintiffs filed their consents with this Court in the case Kroustallis, et al. v. The City of New York, et al., Docket No. 16 Civ. 8421 (GBD) (the “Lawsuit”). Exhibit A contains a list of all Plaintiffs (the “Plaintiffs”) and the dates on which they filed their Consent to Sue forms with this Court.

1.2 Plaintiffs listed in Exhibit A have made certain allegations and accusations concerning their employment with the Defendants regarding an asserted claims of failure to pay overtime compensation properly under the Fair Labor Standards Act (“FLSA”), 29 U.S.C. § 201 *et seq.*, including failure to properly calculate the regular rate of overtime, delayed payment of overtime, and failure to pay overtime (hereinafter referred to as the “Released Claims”).

1.3 Plaintiffs and Defendants (hereinafter collectively referred to as the “Parties”) have agreed to settle the matters in dispute between and among them pursuant to the terms of this Agreement. Specifically, the Parties and their counsel have considered that the interests of all concerned are best served by compromise, settlement, and dismissal of the Plaintiffs’ claims with prejudice. The Parties have concluded that the terms of this Agreement are fair, reasonable, adequate, and in the Parties’ mutual best interests.

1.4 The Parties, through their counsel, hereby seek judicial approval of this Settlement Agreement. In the event the proposed settlement contained in this Agreement does not become effective in accordance with the terms hereof, is not finally approved, is terminated, cancelled or otherwise fails to become effective for any reason, 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.

II. PAYMENT AND DISTRIBUTION

2.1 In consideration for the terms, conditions and promises in this Agreement, Defendants shall, in accordance with the paragraphs in this section, pay or will cause to be paid to Plaintiffs **\$1,760,000** (one million seven-hundred and sixty thousand dollars and no cents) to resolve

all claims for FLSA damages allegedly accruing for the period from November 30, 2013, through the date this Agreement is approved by the Court (“the Settlement Amount”), inclusive of backpay and liquidated damages. This amount shall be exclusive of attorneys’ fees and costs, which the parties will negotiate separately. The Settlement Amount will be divided and distributed to Plaintiffs as follows:

(A) a set of payroll checks and/or stubs for direct deposit payments, regular payroll checks for active (employed) Plaintiffs, and separate payroll checks for inactive (no longer employed) Plaintiffs made payable to each Plaintiff in accordance with Plaintiffs’ Counsel’s instructions constituting his or her share of the backpay award in the total amount of \$627,778 (six-hundred and twenty seven thousand seven-hundred and seventy-eight dollars) (“the Backpay Amount”), less all applicable deductions and withholdings for that individual Plaintiff; and

(B) one check in the amount of \$1,132,222 (one-million, one-hundred and thirty-two thousand and two hundred and twenty two dollars), constituting liquidated damages (“Lump Sum Amount”) payable to Plaintiffs’ Counsel Virginia & Ambinder LLP.

The individual amounts of backpay and liquidated damages are to be calculated by Plaintiffs’ counsel as set forth in paragraph 2.4. Each individual Plaintiff’s settlement payment amounts are set forth in Exhibit B. These amounts are agreed to among the Parties to compromise, settle and satisfy the Released Claims and liquidated damages related to the Released Claims.

2.2 Within fourteen (14) days of the date that the Court enters an Order finally approving this Agreement, Plaintiffs shall tender, by overnight mail, e-mail attachment or hand delivery, to Defendants’ Counsel, the following document to effectuate payment of the settlement amounts referenced in paragraph 2.1: a listing of the distribution amounts to each individual

Plaintiff along with each Plaintiff's social security number and most up-to-date address. Defendants shall issue payment by distributing the backpay amounts (not liquidated damages) in regular payroll checks or direct deposit payments directly to active Plaintiffs and distributing separate payroll checks for inactive Plaintiffs to Plaintiffs' Counsel in the amounts as specified in paragraph 2.1 for backpay, and by providing by check to Plaintiffs' law firm, Virginia & Ambinder, LLP, the Lump Sum Amount for all of the Plaintiffs as specified in paragraph 2.1(B). In the event that a Plaintiff's backpay amount or liquidated damages amount will be reduced as the result of wage garnishment, lien or judgment (to the extent set forth in paragraph 2.1), Defendants' Counsel shall make a good faith effort to provide Plaintiffs' Counsel with: (1) the name of the Plaintiff; and (2) the amount of the reduction and the nature of the reduction at or before the time the payment is made by Defendants. The Settlement Amount will be paid within ninety (90) days of the date that the Court enters an Order finally approving this Agreement.

2.3 Defendants will forward the Lump Sum Amount payable to Virginia & Ambinder, LLP, as Plaintiffs' Counsel, who will be responsible for distributing to each Plaintiff listed in Exhibit A his or her respective share of the Lump Sum Amount in accordance with the formula described in paragraph 2.4 below. Defendants will make a good faith effort to notify Plaintiffs' Counsel at least fourteen (14) calendar days prior to distribution of the backpay amount of the exact date when each active (employed) Plaintiff will be paid. Defendants will also send to Plaintiffs' Counsel each inactive (non-employed) Plaintiff's individual backpay check for distribution to these Plaintiffs along with a corresponding document identifying all deductions and withholdings. Plaintiffs' Counsel's good faith efforts to send backpay checks to the best address for inactive Plaintiffs will include running the Plaintiffs' addresses through the National Change of Address database to ensure Plaintiffs' Counsel has the best address on file for inactive Plaintiffs,

and holding the City-issued backpay check until the liquidated damages check mailed by Plaintiffs' Counsel clears the inactive Plaintiff's account signifying that the liquidated damages check was delivered to the correct address.

2.4 Each individual plaintiff shall be entitled to a share of the cumulative total of the Backpay Amount and the Lump Sum Amount equivalent to their proportionate individual share of the total workweeks worked by each Plaintiff as EMS Lieutenants and EMS Captains for Defendants as a percentage of the total number of workweeks worked by all Plaintiffs as EMS Lieutenants and EMS Captains during the statute of limitations period in this action.

2.5 Defendants shall distribute W-2 forms to the Plaintiffs reflecting the backpay payments made under paragraphs 2.1 and 2.2 in this Agreement. Plaintiffs' Counsel shall distribute to each Plaintiff receiving a liquidated damages award a Miscellaneous Income Form 1099 reflecting the amount paid to the Plaintiff as liquidated damages and Service Awards (where applicable) inclusive of the contingency attorneys' fees paid. Each Plaintiff agrees that he or she will be responsible for his or her individual tax liability associated with the payments made to him or her under this Agreement. Plaintiffs and Plaintiffs' Counsel agree that they shall indemnify and hold harmless Defendants in the event of any dispute concerning whether taxes are owed by any Plaintiff on the liquidated damages paid as part of the settlement.

2.6 All payments to Plaintiffs shall be deemed to be paid solely in the year in which such payments are actually received by Plaintiffs. It is expressly understood and agreed that the receipt of such settlement payments will not entitle any Plaintiff to additional compensation or benefits under any bonus, contest, or other compensation or benefit plan or agreement in place during the period covered by the Agreement, nor will it entitle any Plaintiff to any increased retirement or matching benefits, or deferred compensation benefits. It is also expressly understood and agreed that

no pension contributions shall be taken from the backpay payments. It is the intent of this Agreement that the settlement payments provided for in this Agreement are the sole payments to be made to the Plaintiffs, and that the Plaintiffs are not entitled to any new or additional compensation or benefits as a result of having received payment pursuant to this Agreement (notwithstanding any contrary language or agreement in any benefit or compensation plan document that might have been in effect during the time period beginning three (3) years prior to the filing date of each Plaintiff's Consent to Sue form through the date this Agreement is approved by the Court). Plaintiffs specifically waive entitlement to such benefits and in additional consideration for the mutual covenants made in this Agreement, hereby agree not to bring any further action against Defendants or any retirement or welfare benefit plan maintained by Defendants or any of its affiliates for additional benefits as a result of any additional compensation paid as a result of this Agreement. This Agreement may be used by the Defendants or by any benefit plan or fiduciary thereof as a complete and absolute defense to any such claim.

III. RELEASE AND COVENANT NOT TO SUE

3.1 All Plaintiffs for themselves, and their spouses and families, attorneys (if any), agents, executors, administrators, personal representatives, heirs, successors, any future estates, assigns and beneficiaries, and any and all of them (collectively, the "Releasers"), voluntarily and with the advice of counsel, fully and forever release, acquit, and discharge the Defendants, their present or former officers, directors, subsidiaries, affiliates, partners, employees, agents, attorneys, accountants, executors, administrators, personal representatives, heirs, successors and assigns, and any or all of them and all persons acting by, through, under, or in concert with any of them (collectively, the "Releasees"), in their personal, individual, official and/or corporate capacities, from all wage and hour claims asserted in the Lawsuit, and all federal, state and/or local statutory

wage and hour claims that could have been asserted in the Lawsuit, arising for the time period beginning three (3) years prior to the filing date of each Plaintiff's Consent to Sue form through the date this Agreement is signed by the counsel for the parties, for the time period Plaintiffs were employed as a SEMSS for the City of New York at FDNY.

3.2 All Plaintiffs shall be deemed to and shall have waived, released, discharged and dismissed all released claims as set forth in paragraph 3.1, with full knowledge of any and all rights they may have, and they hereby assume the risk of any mistake in fact in connection with the true facts involved or with regard to any facts which are now unknown to them.

3.3 All Plaintiffs understand and agree that to the fullest extent permitted by law, they are precluded from filing or pursuing any legal claim or action of any kind against any entity at any time in the future, or with any federal, state or municipal court, tribunal or other authority arising out of the Released Claims for the time period beginning three (3) years prior to the filing date of each Plaintiff's Consent to Sue form through the date this Agreement is approved by the Court, with respect to the claims asserted in this Lawsuit. Excluded from this release and covenant not to sue is any right or claim that cannot be waived by law, including but not limited to the right to file a charge with or participate in an investigation conducted by government agencies. All Plaintiffs are waiving, however, any right to monetary recovery should any government agency pursue any claims on their behalf with respect to the Released Claims for the time period beginning three (3) years prior to the filing date of each Plaintiff's Consent to Sue form through the date this Agreement is approved by the Court.

3.4 All Plaintiffs agree that they are entering into this Agreement knowingly, voluntarily, and with full knowledge of its significance. Each Plaintiff affirms that he or she has not been

coerced, threatened, or intimidated into agreeing to the terms of this Agreement, and he or she has been advised to consult with their attorney should they have any questions.

IV. DISMISSAL OF CLAIMS

4.1 Plaintiffs agree to dismissal of all claims asserted in the Lawsuit against Defendants as specified in paragraph 1.1 and 1.2 with prejudice.

V. NO ADMISSION OF LIABILITY

5.1 Nothing contained herein shall be deemed to be an admission by the City of New York, or any of the present or former officials, employees, representatives and agents of the Defendants of the truth of any of the allegations contained in the Complaint, or an admission that Defendants or any of the present or former officials, employees, representatives and agents of Defendants have in any manner or way violated Plaintiffs' rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the United States, the State of New York or the City of New York, or any other rules, regulations or bylaws of the Defendants. This Agreement shall not be admissible in, nor is it related to, any other litigation or settlement negotiations, except that this Agreement may be used by either party in connection with any subsequent action or proceeding relating solely to the enforcement of this Agreement.

VI. NO RETALIATION

6.1 Defendants agree not to retaliate against nor take any action against any Plaintiff employed by Defendants for pursuing claims in this action or for otherwise participating in the Lawsuit.

VII. CONTINUED JURISDICTION

7.1 The U.S. District Court for the Southern District of New York shall have continuing jurisdiction to construe, interpret and enforce the provisions of this Agreement, and to hear and

adjudicate any dispute or litigation arising from this Agreement or the issues of law and facts asserted in or related to the instant action.

VIII. PARTIES' AUTHORITY

8.1 The signatories hereby represent that they are fully authorized to enter into this Agreement and to bind the Parties hereto to the terms and conditions hereof. The Parties acknowledge that the Court may schedule a settlement approval conference in this matter. To object to the settlement, a Plaintiff must either appear in person at the settlement approval conference, or by telephone if the Court conducts a telephonic settlement approval conference, to voice their objection. To be heard at such conference, a Plaintiff must contact the Court, in writing, in advance of any such settlement approval conference to explain all reasons for the objection. A Plaintiff who does not object to the Settlement Agreement does not have to attend the settlement approval conference should the Court schedule one or take any other action to approve the settlement and/or otherwise indicate his or her agreement to the terms of the settlement.

8.2 All of the 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.

IX. MUTUAL FULL COOPERATION

9.1 The Parties agree to use their best efforts and to fully cooperate 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.

X. ENFORCEMENT ACTIONS

10.1 In the event that one or more of the Parties to this Agreement institutes any legal action, arbitration, or other proceeding against any other Party or Parties to enforce the provisions of this Agreement, the successful Party or Parties shall be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

XI. MODIFICATION

11.1 This Agreement and its attachment may not be changed, altered, or modified, except in writing and signed by the Parties hereto, and approved by the Court.

XII. ENTIRE AGREEMENT

12.1 This Agreement and its attachment constitute the entire agreement between the Parties concerning the subject matter hereof. No extrinsic oral or written representations or terms shall modify, vary or contradict the terms of this Agreement. In the event of any conflict between this Agreement and any other settlement-related document, the Parties intend that this Agreement shall be controlling.

XIII. CHOICE OF LAW/JURISDICTION

13.1 This Agreement shall be subject to, governed by, construed, enforced, and administered in accordance with the laws of the State of New York, both in its procedural and substantive aspects, and shall be subject to the continuing jurisdiction of the U.S. District Court for the Southern District of New York. This Agreement shall be construed as a whole according to its fair meaning and intent, and not strictly for or against any party, regardless of who drafted or who was principally responsible for drafting this Agreement or any specific term or condition thereof.

XIV. VOIDING THE AGREEMENT

14.1 In the event this Agreement, or any amended version agreed upon by the Parties, does not obtain judicial approval for any reason this Agreement shall be null and void in its entirety, unless expressly agreed in writing by all Parties.

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

Dated: New York, New York
January 3, 2024

Dated: New York, New York
January 3, 2024

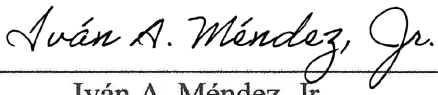
VIRGINIA & AMBINDER, LLP
Attorneys for Named and Opt-in Plaintiffs
40 Broad Street, 7th Floor
New York, New York 10004
(212) 943-9080

HON. SYLVIA O. HINDS-RADIX
Corporation Counsel of the
City of New York
Attorney for Defendants
100 Church Street, Room 2-185
New York, New York 10007
(212) 356-2450

By: _____


James Murphy

By: _____


Iván A. Méndez, Jr.
Assistant Corporation Counsel

SO ORDERED:

Hon. George B. Daniels

Virginia & Ambinder, LLP
Kroustallis, et al. V. City of New York, et al.
16 Civ. 8421 (GBD)

Kroustallis Opt In List					Allocation Calculations
#	Last Name	First Name	MI	Name	Allocation Amount
1	ABBRIANO	MARISA	E.	MARISA ABBRIANO	\$ 2,863.56
2	ABED	FAISEL	T	FAISEL ABED	\$ 3,673.23
3	ACOSTA	PEDRO		PEDRO ACOSTA	\$ 2,871.57
4	AGUIRRE	JUAN	A	JUAN AGUIRRE	\$ 3,831.05
5	AIELLO	NICHOLAS		NICHOLAS AIELLO	\$ 3,831.05
6	AIKINS	JEANNE	A	JEANNE AIKINS	\$ 3,831.05
7	ALBANESE	JOANNE		JOANNE ALBANESE	\$ 3,792.16
8	ALIBRANDI	ROSEMARIE	O	ROSEMARIE ALIBRANDI	\$ 3,831.05
9	ALICEA II	RICHARD	J	RICHARD ALICEA II	\$ 3,831.05
10	ALLAS	RICHARD	G	RICHARD ALLAS	\$ 3,831.05
11	ALLAS	JERARD	G	JERARD ALLAS	\$ 3,831.05
12	ALMOJERA	ANTHONY	R	ANTHONY ALMOJERA	\$ 3,831.05
13	ALVAREZ	BRIDGET		BRIDGET ALVAREZ	\$ 3,831.05
14	AMBROSINO	ELIZABETH		ELIZABETH AMBROSINO	\$ 3,831.05
15	AMMIRATI	RAE		RAE AMMIRATI	\$ 3,831.05
16	JONES	ANTAR		ANTAR JONES	\$ 3,831.05
17	ARDIZZONE	PAUL		PAUL ARDIZZONE	\$ 3,211.22
18	ARIZA	CARLOS		CARLOS ARIZA	\$ 3,792.16
19	ARROYO	HECTOR		HECTOR ARROYO JR	\$ 2,871.57
20	ATKINS	ROBERT	A	ROBERT ATKINS	\$ 3,812.75
21	ATTANASIO	CHRISTOPHER		CHRISTOPHER ATTANASIO	\$ 3,831.05
22	AURICCHIO	PETER	G	PETER AURICCHIO	\$ 3,831.05
23	AVILES	GILBERTO		GILBERTO AVILES	\$ 3,831.05
24	AZIZ-LOPEZ	BARBARA		BARBARA AZIZ-LOPEZ	\$ 2,877.29
25	BACOT	CHANTEL	K	CHANTEL BACOT	\$ 3,769.29
26	BAEZ	EDGAR		EDGAR BAEZ	\$ 3,831.05
27	BARKER	NICHOLAS	D	NICHOLAS BARKER	\$ 3,831.05
28	BARROW	GRANGER	T	GRANGER BARROW	\$ 3,348.45
29	BARTELS	JASON	J	JASON BARTELS	\$ 3,831.05
30	BARTOLOMEY	ANTHONY	T	ANTHONY BARTOLOMEY	\$ 3,831.05
31	BARTON-HOSSANAH	SERRESTE		SERRESTE BARTON-HOSSANAH	\$ 3,831.05
32	BARWICK	KEVIN	A	KEVIN BARWICK	\$ 3,792.16
33	BASS	BRENDAN	M	BRENDAN BASS	\$ 3,831.05
34	BASTIEN	MOSES		MOSES BASTIEN	\$ 3,831.05
35	BATES	ANDREW	W	ANDREW BATES	\$ 3,831.05
36	BECKER	JAMES	W	JAMES BECKER SR	\$ 3,831.05
37	BEDOYA	WILLIE	H	WILLIE BEDOYA	\$ 3,792.16
38	BEITEL	JARED		JARED BEITEL	\$ 3,792.16
39	BERNSTEIN	JOSHUA BENJAMIN	I	JOSHUA BENJAMIN BERNSTEIN	\$ 3,732.70
40	BERRIOS	VICTOR	S	VICTOR BERRIOS	\$ 3,792.16
41	BLELIS	NADRA		NADRA BLELIS	\$ 3,812.75

42	BONILLA	MARK	A	MARK BONILLA	\$	3,831.05
43	BOODOO	DARRYL	M	DARRYL BOODOO	\$	3,831.05
44	BORELLO	FRANK		FRANK BORELLO	\$	2,863.56
45	BORRERO	JOSE	M	JOSE BORRERO	\$	3,831.05
46	BORRIELLO	PETER	R	PETER BORRIELLO	\$	3,831.05
47	BOULTER	KELLY	A	KELLY BOULTER	\$	3,831.05
48	BOYD	SCHYLER	C	SCHYLER BOYD	\$	3,812.75
49	BOYD-JONES	TONYA		TONYA BOYD-JONES	\$	3,831.05
50	BRADSHAW	MICHAEL	J	MICHAEL BRADSHAW	\$	3,831.05
51	BRADY	BARBARA	A	BARBARA BRADY	\$	3,831.05
52	BRADY	GREGG	T	GREGG BRADY	\$	3,831.05
53	BRATHOLT	KEVIN	W	KEVIN BRATHOLT	\$	2,985.93
54	BRATHWAITE	RUDOLPH		RUDOLPH BRATHWAITE	\$	3,831.05
55	BROCK	ANDREW		ANDREW BROCK	\$	3,812.75
56	BRONSHTEYN	ARTUR		ARTUR BRONSHTEYN	\$	1,691.38
57	BROWNE	DONALD	A	DONALD BROWNE	\$	3,831.05
58	BUCCOT	CHANTEL		CHANTEL BUCCOT	\$	-
59	BURGOS	DANIEL		DANIEL BURGOS	\$	2,863.56
60	BURKE	DAVID	L	DAVID BURKE	\$	3,732.70
61	BURWELL	TYISHA	D	TYISHA BURWELL	\$	3,812.75
62	BYRD	KESHICA	M	KESHICA BYRD	\$	3,831.05
63	CABALLERO	GIOVANNI		GIOVANNI CABALLERO	\$	3,769.29
64	CABELLO	RALPH		RALPH CABELLO	\$	3,831.05
65	CAGGIANO	STEVEN	M	STEVEN CAGGIANO	\$	3,831.05
66	CAHILL	WILLIAM		WILLIAM CAHILL	\$	3,769.29
67	CAICEDO	GILBERT	I	GILBERT CAICEDO	\$	3,792.16
68	CALDARELLA	GIOVANNA	M	GIOVANNA CALDARELLA	\$	3,831.05
69	CAMACHO	BETSY		BETSY CAMACHO	\$	2,863.56
70	CAMERON	STEVEN	F	STEVEN CAMERON	\$	3,792.16
71	CAMPBELL	OMAR	J	OMAR CAMPBELL	\$	3,831.05
72	CANEL	GENE		GENE CANEL	\$	3,732.70
73	CANGE	JERRY		JERRY CANGE	\$	2,228.87
74	CANTER	JOY	H	JOY CANTER	\$	3,831.05
75	CAPLAN	MARK	R	MARK CAPLAN	\$	3,769.29
76	CARLO	ROBERT	J	ROBERT CARLO	\$	3,831.05
77	CARLSON	LINDA		LINDA CARLSON	\$	3,831.05
78	CARROLL	MARK	C	MARK CARROLL	\$	3,812.75
79	CATAPANO	ANDRE		ANDRE CATAPANO	\$	3,831.05
80	CAVALIERE	JAMES	P	JAMES CAVALIERE	\$	3,831.05
81	CELESTRI	STEVEN	V	STEVEN CELESTRI	\$	3,831.05
82	CENGIZ	CEMAL	E	CEMAL CENGIZ	\$	3,831.05
83	CHALEN	JORGE	D	JORGE CHALEN	\$	3,831.05
84	CHAN	MARVIN	K	MARVIN CHAN	\$	3,831.05
85	CHAN	RICARDO	I	RICARDO CHAN	\$	3,831.05
86	CHAPMAN	CHARLES	IV	CHARLES CHAPMAN	\$	2,563.94
87	CHAVEZ	RUTH		RUTH CHAVEZ	\$	-
88	CHENKIN	STUART	I	STUART CHENKIN	\$	2,876.14
89	CLARO	LIZETTE	M	LIZETTE CLARO	\$	3,831.05
90	CLERGE	JOHANA		JOHANA CLERGE	\$	2,876.14
91	CLUNES	RYAN	K	RYAN CLUNES	\$	3,831.05
92	COBB	BEVERLY		BEVERLY COBB	\$	2,863.56
93	COLEY	DWAYNNE	A	DWAYNNE COLEY	\$	3,732.70
94	COLON	ALFRED		ALFRED COLON	\$	3,831.05
95	COLVIL	ERIC		ERIC COLVIL	\$	2,877.29
96	COMPANION	GREGORY	J	GREGORY COMPANION	\$	2,746.92
97	CONCEPCION	ARTHUR	J	ARTHUR CONCEPCION	\$	3,732.70
98	CONCEPCION-MARTINEZ	LORENA	I	LORENA CONCEPCION - MARTINEZ	\$	3,792.16

99	CORDOVA	NICHOLAS	C	NICHOLAS CORDOVA	\$	3,831.05
100	CORRALES	LUIS	F	LUIS CORRALES	\$	3,831.05
101	CORSO	ANTONINO	N	ANTONINO CORSO	\$	3,831.05
102	CORTES	GARY		GARY CORTES	\$	3,812.75
103	CUEVAS	STEVEN	W	STEVEN CUEVAS	\$	3,831.05
104	CURATOLA	FRANK	S	FRANK CURATOLA	\$	3,831.05
105	CUSACK	TIMOTHY		TIMOTHY CUSACK	\$	2,871.57
106	DAGROSSA	DONNA		DONNA DAGROSSA	\$	2,863.56
107	DALY	JOSEPH	T	JOSEPH DALY	\$	3,831.05
108	DAMATO	JONATHAN	R	JONATHAN DAMATO	\$	3,831.05
109	DARDEN	LATOYA		LATOYA DARDEN	\$	3,792.16
110	DARNOWSKI	KEVIN	M	KEVIN DARNOWSKI	\$	3,831.05
111	D'AURIA	CHRISTOPHER	C	CHRISTOPHER D'AURIA	\$	3,831.05
112	DEINNOCENTIIS	JESUS	V	JESUS DEINNOCENTIIS	\$	3,831.05
113	DEJESUS	GILBERT		GILBERT DEJESUS	\$	3,831.05
114	DELUCA	CHRISTOPHER	B	CHRISTOPHER DELUCA	\$	3,831.05
115	DEAN	BRENDAN	P	BRENDAN DEAN	\$	3,831.05
116	DEDONATO	JAMES	M	JAMES DEDONATO	\$	3,831.05
117	DELANEY	WILLIAM	J	WILLIAM DELANEY	\$	3,831.05
118	DELEON JR	ROBERT	R	ROBERT DELEON JR	\$	3,792.16
119	DEMARCO	MICHAEL	A	MICHAEL DEMARCO	\$	3,792.16
120	DEMOTT	CHRISTOPHER	H	CHRISTOPHER DEMOTT	\$	3,792.16
121	DENNEHY	MICHAEL		MICHAEL DENNEHY	\$	2,863.56
122	DESARNO	FREDRIC	C	FREDRIC DESARNO	\$	3,831.05
123	DESGOUTTES	STEVE	A	STEVE DESGOUTTES	\$	3,831.05
124	DEVINO	LOUIS	A	LOUIS DEVINO	\$	3,831.05
125	DIBONA	JOSEPH	J	JOSEPH DIBONA	\$	3,831.05
126	DIFIORE	LAWRENCE	A	LAWRENCE DIFIORE	\$	3,769.29
127	DIMEN	JOHN PAUL	P	JOHN PAUL DIMEN	\$	630.12
128	DORSEY	GEORGE		GEORGE DORSEY	\$	3,792.16
129	DOYLE	ERIN		ERIN DOYLE	\$	3,831.05
130	DRAGOTTO	ANGELA		ANGELA DRAGOTTO	\$	3,831.05
131	D'SOUZA	IAN	J	IAN D'SOUZA	\$	3,792.16
132	DUBIN	STEVEN	S	STEVEN DUBIN	\$	3,831.05
133	DUFFY	JESSICA	M	JESSICA DUFFY	\$	3,732.70
134	DUNCKLEE	WILLIAM	J	WILLIAM DUNCKLEE	\$	3,831.05
135	DUQUE	SUSANNE		SUSANNE DUQUE	\$	2,227.72
136	EARLEY	MICHAEL	S	MICHAEL EARLEY	\$	3,831.05
137	EDWARDS	LAITRICE	N	LAITRICE EDWARDS	\$	3,831.05
138	ELGUERA	LEISHA		LEISHA ELGUERA	\$	3,831.05
139	EMHARDT	CHRISTOPHER		CHRISTOPHER EMHARDT	\$	3,831.05
140	EMINGTON	JOHN	A	JOHN EMINGTON	\$	3,831.05
141	ENRIGHT	KEVIN	L	KEVIN ENRIGHT	\$	3,831.05
142	ERDEY	RICHARD	L	RICHARD ERDEY	\$	3,831.05
143	ESTRADA	ALBERT	L	ALBERT ESTRADA	\$	3,831.05
144	EYZAGUIRRE	JOHN	B	JOHN EYZAGUIRRE	\$	3,831.05
145	EZAGUI	ARON	E	ARON EZAGUI	\$	3,831.05
146	FANELLI	VINCENT		VINCENT FANELLI	\$	2,860.13
147	FARNUM	DACHARY	A	DACHARY FARNUM	\$	3,831.05
148	FEASTER	ELIZABETH	A	ELIZABETH FEASTER	\$	3,831.05
149	FIELDS	BRETT	J	BRETT FIELDS	\$	3,831.05
150	FIGUEROA	JERRY		JERRY FIGUEROA	\$	3,792.16
151	FISKE	CHARLES	W	CHARLES FISKE	\$	3,831.05
152	FLAKSMAN	STANISLAV		STANISLAV FLAKSMAN	\$	2,985.93
153	FLOREAL	ERNST	R	ERNST FLOREAL	\$	3,831.05
154	FLORES	MIGUEL		MIGUEL FLORES	\$	2,854.41
155	FLOYD	RONALD	C	RONALD FLOYD	\$	3,831.05

156	FLYNN	PATRICK		PATRICK FLYNN	\$	3,831.05
157	FOLLINS	MONIQUE		MONIQUE FOLLINS	\$	2,829.26
158	FRANCISCO	RALPH	A	RALPH FRANCISCO JR	\$	3,831.05
159	FRAWLEY	KATHERINE		KATHERINE FRAWLEY	\$	2,871.57
160	FREGONESE	MICHAEL		MICHAEL FREGONESE	\$	3,831.05
161	FREITAG	LISA	M	LISA FREITAG	\$	3,831.05
162	FRUMER	JOSHUA		JOSHUA FRUMER	\$	2,877.29
163	FURLONG	JAMES	P	JAMES FURLONG	\$	3,831.05
164	GABRIELLI	CARLO		CARLO GABRIELLI	\$	3,792.16
165	GALLETTA	SCOTT	D	SCOTT GALLETTA	\$	3,831.05
166	GARCIA	LEONORE	J	LEONORE GARCIA	\$	3,792.16
167	GASPARINI	JOSEPH	R	JOSEPH GASPARINI	\$	3,831.05
168	GATTAS-VINCENTY	INMACULADA	M	INMACULADA GATTAS-VINCENTY	\$	3,831.05
169	GERBER	EDWARD		EDWARD GERBER	\$	3,831.05
170	GIRGENTI	ANNEMARIE		ANNEMARIE GIRGENTI	\$	2,876.14
171	GLATZER	ABRAHAM	B	ABRAHAM GLATZER	\$	3,792.16
172	GLAUBACH	SHELDON		SHELDON GLAUBACH	\$	3,831.05
173	GLENN	MICHAEL		MICHAEL GLENN	\$	3,831.05
174	GOLDSTEIN	STEVEN	T	STEVEN GOLDSTEIN	\$	3,831.05
175	GOMES	SURAIN		SURAIN GOMES	\$	3,831.05
176	GONZALEZ	EDWIN		EDWIN GONZALEZ	\$	2,821.25
177	GONZALEZ	EMILIO		EMILIO GONZALEZ	\$	2,863.56
178	PEPPER-GONZALEZ	ESMERELDA		ESMERELDA PEPPER-GONZALEZ	\$	3,831.05
179	GONZALEZ	JOSE	E	JOSE GONZALEZ	\$	3,831.05
180	GONZALEZ	JOSE	A	JOSE GONZALEZ	\$	3,732.70
181	GONZALEZ	S		S GONZALEZ	\$	-
182	GONZALEZ	SERGIO	H	SERGIO GONZALEZ	\$	3,831.05
183	GOYENECHEA	RAFAEL	A	RAFAEL GOYENECHEA	\$	3,792.16
184	GRAHAM	KAHLIA		KAHLIA GRAHAM	\$	293.90
185	GRGURIC	STACI	R	STACI GRGURIC	\$	3,831.05
186	GRIFFEL	JEREMY	E	JEREMY GRIFFEL	\$	3,831.05
187	GRIFFIN	JAY	A	JAY GRIFFIN	\$	3,769.29
188	GRUARIN	ERIC	M	ERIC GRUARIN	\$	3,812.75
189	GRUBERT	RONALD	G	RONALD GRUBERT	\$	3,831.05
190	GSCHLECHT	CHARLES	M	CHARLES GSCHLECHT	\$	3,831.05
191	GUTIERREZ	BRYANT		BRYANT GUTIERREZ	\$	2,871.57
192	GUTIERREZ	LUIS	F	LUIS GUTIERREZ	\$	3,831.05
193	GWILLYM	NANCY	M	NANCY GWILLYM	\$	3,831.05
194	GWILLYM	JAMES	P	JAMES GWILLYM	\$	3,792.16
195	HAAS	BRUCE		BRUCE HAAS	\$	3,792.16
196	HABER	ANDREW		ANDREW HABER	\$	3,831.05
197	HANLON	ELISE	L	ELISE HANLON	\$	3,831.05
198	HANNAN	THOMAS	S	THOMAS HANNAN	\$	3,831.05
199	HANRETTY	EUGENE	G	EUGENE HANRETTY	\$	3,831.05
200	HARRIS	CHARLES	D	CHARLES HARRIS	\$	3,831.05
201	HARRISON	BEVONIA		BEVONIA HARRISON	\$	3,769.29
202	HAUGH	KEVIN	T	KEVIN HAUGH	\$	3,831.05
203	HAYES	KRYSTAL	S	KRYSTAL HAYES	\$	3,831.05
204	HEALY	KELLY		KELLY HEALY	\$	2,863.56
205	HEER	JOHN		JOHN HEER	\$	2,846.41
206	HEINS	ROBERT	W	ROBERT HEINS	\$	3,831.05
207	HEINZE	SCOTT	C	SCOTT HEINZE	\$	3,769.29
208	HERBST	JONATHAN	G	JONATHAN HERBST	\$	3,831.05
209	HIRSCH	BARRET	D	BARRET HIRSCH	\$	3,812.75
210	HOPPER	PAUL	N	PAUL HOPPER	\$	3,831.05
211	HUTCHINSON	NAJJA	N	NAJJA HUTCHINSON	\$	3,792.16
212	HYDOCK	BRUCE	N	BRUCE HYDOCK	\$	3,831.05

213	IQBAL	MOHAMMAD	A	MOHAMMAD IQBAL	\$	3,769.29
214	JACHYRA	MATT		MATT JACHYRA	\$	3,348.45
215	JEFFERSON	JOSEPH	O	JOSEPH JEFFERSON	\$	3,831.05
216	JIMENEZ	RAMON		RAMON JIMENEZ	\$	2,871.57
217	JIMENEZ JR	SAMUEL		SAMUEL JIMENEZ JR	\$	3,792.16
218	JOSTEN	SEAN		SEAN JOSTEN	\$	3,792.16
219	JOSTEN	PAULA	A	PAULA JOSTEN	\$	3,812.75
220	JOYCE	VINCENT	K	VINCENT JOYCE JR.	\$	3,831.05
221	KAISER	MICHAEL	T	MICHAEL KAISER	\$	3,769.29
236	KUISEV	MICHAEL		MICHAEL KUISEV	\$	-
222	KARIC	DAVID	S	DAVID KARIC	\$	3,831.05
223	KEENAN	EDWARD	J	EDWARD KEENAN	\$	3,831.05
224	KEENE	MATTHEW		MATTHEW KEENE	\$	2,746.92
225	KIERNAN	SCOTT	A	SCOTT KIERNAN	\$	3,831.05
226	KHALEF	ALEXANDER		ALEXANDER KHALEF	\$	2,876.14
227	KLEIN	MOSHE		MOSHE KLEIN	\$	3,831.05
228	KLEIN	YONATAN		YONATAN KLEIN	\$	3,812.75
229	KLEMPNER-KNAPP	TRACY		TRACY KLEMPNER-KNAPP	\$	3,831.05
230	KNUTH	KATHLEEN	E	KATHLEEN KNUTH	\$	3,831.05
231	KONG	JING	M	JING KONG	\$	3,831.05
232	KORETZKY	PETER	M	PETER KORETZKY	\$	3,812.75
233	KROUSTALLIS	GEORGE		GEORGE KROUSTALLIS	\$	3,812.75
234	KRULFEIFER	JEFF		JEFF KRULFEIFER	\$	3,792.16
235	KRUYSMAN	DAVID	R	DAVID KRUYSMAN	\$	3,831.05
237	LABARBERA	TAMMY	A	TAMMY LABARBERA	\$	3,831.05
238	LAGUER	ERICA		ERICA LAGUER	\$	3,792.16
239	LAMANNA	KAREN	E	KAREN LAMANNA	\$	3,831.05
240	LAMPON	GEORGE		GEORGE LAMPON	\$	3,812.75
241	LANDSBERG	SHARI	L	SHARI LANDSBERG	\$	3,831.05
242	LANGFORD	YAHKI	L	YAHKI LANGFORD	\$	2,985.93
243	LANGLEY	JOHN		JOHN LANGLEY	\$	3,831.05
244	LANZI	JOSEPH	J	JOSEPH LANZI	\$	3,831.05
245	LAU	TERENCE		TERENCE LAU	\$	3,831.05
246	LAVORE	GIUSEPPE		GIUSEPPE LAVORE	\$	3,792.16
247	LAW	MAN WAI		MAN WAI LAW	\$	3,831.05
248	LAZAR	JASON		JASON LAZAR	\$	2,877.29
249	LAZZARA	GAETANO	A	GAETANO LAZZARA	\$	3,831.05
250	LEBBY	KEVIN	H	KEVIN LEBBY	\$	3,831.05
251	LEE	ERIC	R	ERIC LEE	\$	3,812.75
252	LEES	WARREN		WARREN LEES	\$	3,792.16
253	LEGER	NANCY		NANCY LEGER	\$	2,877.29
254	LEJARDE	KATTY		KATTY LEJARDE	\$	2,863.56
255	MICHEL	LEON		LEON MICHEL	\$	3,769.29
256	LEONE	VITO		VITO LEONE	\$	3,792.16
257	LIMAGE	PATRICK	J	PATRICK LIMAGE	\$	3,831.05
258	LIM	JUSTIN	C	JUSTIN LIM	\$	3,831.05
259	LINDNER	MATTHEW	B	MATTHEW LINDNER	\$	3,831.05
260	LITTLE	MAUREEN	K	MAUREEN LITTLE	\$	3,792.16
261	LLOYD	TELINA	A	TELINA LLOYD	\$	3,831.05
262	LOBEL	MARK		MARK LOBEL	\$	3,831.05
263	LOMINO	JOSEPH	P	JOSEPH LOMINO	\$	2,192.27
264	LOMINO	ALICE	J	ALICE LOMINO	\$	3,812.75
265	LONG-GREGORY	KENDRA		KENDRA LONG-GREGORY	\$	3,831.05
266	LOPEZ	CARLOS	E	CARLOS LOPEZ	\$	3,792.16
267	LOPEZ	LISA	E	LISA LOPEZ	\$	2,852.13
268	LORENZ	ADAM	G	ADAM LORENZ	\$	3,812.75
269	LOUTSKY	ALEXANDER		ALEXANDER LOUTSKY	\$	3,831.05

270	LOVEGREN-BOYLE	KRISTIN	J	KRISTIN LOVEGREN-BOYLE	\$	3,792.16
271	LUCKS	JORDAN	S	JORDAN LUCKS	\$	3,831.05
272	LUPIN	SARA		SARA LUPIN	\$	3,831.05
273	MACHADO	RICHARD		RICHARD MACHADO	\$	2,876.14
274	MACKIEWICZ	ELIZABETH	J	ELIZABETH MACKIEWICZ	\$	3,831.05
275	MADHO	VASHALA	R	VASHALA MADHO	\$	3,831.05
276	MAHONEY	MICHAEL		MICHAEL MAHONEY	\$	3,831.05
277	OLIVER	MAKES		MAKES OLIVER	\$	3,769.29
278	MALAYEV	DAVID		DAVID MALAYEV	\$	3,792.16
279	MANCUSO	NEIL	F	NEIL MANCUSO	\$	3,831.05
280	MANGAL	KAREN	K	KAREN MANGAL	\$	3,831.05
281	MARINO	JOHN		JOHN MARINO	\$	3,732.70
282	MARKS	DAVID	N	DAVID MARKS	\$	3,831.05
283	MARRERO	JULIO	C	JULIO MARRERO	\$	3,812.75
284	MARS	MICHAEL		MICHAEL MARS	\$	3,831.05
285	MARSDEN	THOMAS		THOMAS MARSDEN	\$	3,831.05
286	MARTINEZ	ORLANDO		ORLANDO MARTINEZ	\$	3,831.05
287	MARTINEZ	VALERIE GOSLING		VALERIE GOSLING MARTINEZ	\$	2,871.57
288	MARULLO JR	ANTHONY	N	ANTHONY MARULLO JR	\$	3,831.05
289	MASCOL	RENAE	T	RENAE MASCOL	\$	3,792.16
290	MATOS	CONRAD	F	CONRAD MATOS	\$	3,831.05
291	MAURER	KURT	R	KURT MAURER	\$	3,831.05
292	MCCARREN III	CHARLES	J	CHARLES MCCARREN III	\$	3,732.70
293	MCCUE	JAMES	J	JAMES MCCUE	\$	3,831.05
294	MCGEE	JAMES	F	JAMES MCGEE	\$	3,780.73
295	MCGRATH	SEAN	M	SEAN MCGRATH	\$	3,831.05
296	MCGREGOR	KEITH	E	KEITH MCGREGOR	\$	3,831.05
297	MCGUIRE	JAMES	J	JAMES MCGUIRE	\$	3,831.05
298	MCKOY	DIONNE		DIONNE MCKOY	\$	2,854.41
299	MCNEICE	ERIC	R	ERIC MCNEICE	\$	3,769.29
300	MEDINA	CLAUDIA	F	CLAUDIA MEDINA	\$	3,831.05
301	MEDINA	RUDY	A	RUDY MEDINA	\$	3,831.05
302	MELAS	MICHAEL	B	MICHAEL MELAS	\$	3,831.05
303	MELLON	DEBBIE ANN		DEBBIE ANN MELLON	\$	3,831.05
304	MENDEZ	REDWIN		REDWIN MENDEZ	\$	3,792.16
305	MERCED	MARY	A	MARY MERCED	\$	3,831.05
306	MERRINS	WILLIAM	J	WILLIAM MERRINS	\$	3,831.05
307	MIDDLETON	CHERYL	Y	CHERYL MIDDLETON	\$	3,831.05
308	MIDDLETON	TERRANCE	E	TERRANCE MIDDLETON	\$	3,831.05
309	MILLADO-MARIN	JENNIFER	C	JENNIFER MILLADO-MARIN	\$	3,831.05
310	MILLER	MATTHEW		MATTHEW MILLER	\$	3,769.29
311	MINALGO	JESSE		JESSE MINALGO	\$	3,831.05
312	MINKOW	ADAM	S	ADAM MINKOW	\$	3,831.05
313	MINTON	JORDAN	E	JORDAN MINTON	\$	3,831.05
314	MIRANDA	ANTHONY	J	ANTHONY MIRANDA	\$	3,831.05
315	MITCHELL	NATHANIEL	B	NATHANIEL MITCHELL	\$	3,812.75
316	MONTALVO	REGLA	E	REGLA MONTALVO	\$	3,831.05
317	MONTGOMERY	KEVIN	F	KEVIN MONTGOMERY	\$	3,481.10
318	MOORE	WILLIAM	G	WILLIAM MOORE	\$	3,831.05
319	MOORE	CRICILUS	S	CRICILUS MOORE	\$	3,831.05
320	MORALES	ANGELO	N	ANGELO MORALES	\$	3,831.05
321	MORALES	DARYL	I	DARYL MORALES	\$	3,769.29
322	MORELAND	JULIE		JULIE MORELAND	\$	2,863.56
323	MORGAN	CHARLES	C	CHARLES MORGAN	\$	3,812.75
324	MOY	EMILY		EMILY MOY	\$	2,846.41
325	MUHAMMAD	FAROOQ		FAROOQ MUHAMMAD	\$	3,831.05
326	MULLER	SUSAN	A	SUSAN MULLER	\$	3,831.05

327	MULQUEEN	TRACEY	A	TRACEY MULQUEEN	\$	3,831.05
328	MUNOZ	RICARDO	L	RICARDO MUNOZ	\$	3,831.05
329	MURIEL	MARTHA	E	MARTHA MURIEL	\$	3,831.05
330	MURPHY	DONALD	K	DONALD MURPHY	\$	3,831.05
331	MURPHY	JAMES	M	JAMES MURPHY	\$	3,831.05
332	MURPHY	BRIAN		BRIAN MURPHY	\$	3,831.05
333	NAPOLETANO	DANIEL	P	DANIEL NAPOLETANO	\$	3,831.05
334	NAVARO	ALFRED	L	ALFRED NAVARO	\$	3,831.05
335	NEGRON	JONATHAN	D	JONATHAN NEGRON	\$	3,831.05
336	NOCERINO	JOSEPH		JOSEPH NOCERINO	\$	630.12
337	NUNZIATA	CARL		CARL NUNZIATA	\$	3,831.05
338	OCASIO-RAMIREZ	VANESSA		VANESSA OCASIO-RAMIREZ	\$	-
339	OCCHIPINTI	VINCENT	I	VINCENT OCCHIPINTI	\$	3,831.05
340	OCHOA	JASON	C	JASON OCHOA	\$	3,812.75
341	OHST	MICHAEL	E	MICHAEL OHST	\$	3,831.05
342	OLAYA	DIANA		DIANA OLAYA	\$	3,831.05
343	ORLIK	CHRISTOPHER	V	CHRISTOPHER ORLIK	\$	3,792.16
344	ORNSTEIN	DANIEL		DANIEL ORNSTEIN	\$	2,871.57
345	ORTEGA	RICARDO	A	RICARDO ORTEGA	\$	3,831.05
346	ORTIZ	NORMAN	A	NORMAN ORTIZ	\$	3,812.75
347	OTERO	JEANNETTE	E	JEANNETTE OTERO	\$	3,831.05
348	OTERO	RICARDO		RICARDO OTERO	\$	3,831.05
349	O'TOOLE	PETER	J	PETER O'TOOLE	\$	3,831.05
350	OVALLE	MELISSA	E	MELISSA OVALLE	\$	3,831.05
351	OWENS	KYLE		KYLE OWENS	\$	2,847.55
352	OZECOWSKI	ERIC	S	ERIC OZECOWSKI	\$	3,732.70
353	PARLAMENTI	LINDA	M	LINDA PARLAMENTI	\$	3,831.05
354	PASCARELLA	ANTHONY	T	ANTHONY PASCARELLA	\$	3,831.05
355	PASTOR	JOSEPH	A	JOSEPH PASTOR	\$	3,831.05
356	PASQUIER	GORETTI		GORETTI PASQUIER	\$	2,876.14
357	PATRIKEYEV	OLEG	L	OLEG PATRIKEYEV	\$	630.12
358	PATTERSON	RAYMOND	J	RAYMOND PATTERSON	\$	3,831.05
359	PAYAMPS	FERNANDO		FERNANDO PAYAMPS	\$	2,847.55
360	PELICANO	JOSEPH	A	JOSEPH PELICANO	\$	3,831.05
361	PELLOT	CARMEN	L	CARMEN PELLOT	\$	3,812.75
362	PEREZ	JAMIL		JAMIL PEREZ	\$	2,876.14
363	PEREZ	JOSE	A	JOSE PEREZ	\$	2,876.14
364	PEREZ	TINA	M	TINA PEREZ	\$	3,831.05
365	PERROTTA	PATRICK	C	PATRICK PERROTTA	\$	3,792.16
366	PFEFFER	RON	K	RON PFEFFER	\$	3,831.05
367	PHELAN	JON	P	JON PHELAN	\$	3,831.05
368	PIERRE	JENELLE		JENELLE PIERRE	\$	2,863.56
369	PIERRE	LATASHA		LATASHA PIERRE	\$	2,863.56
370	POGREBINSKY	BERNARD		BERNARD POGREBINSKY	\$	3,831.05
371	POLUNIN	NATALIA		NATALIA POLUNIN	\$	3,831.05
372	POTASSO	MICHAEL	J	MICHAEL POTASSO	\$	3,831.05
373	POTITO	VICTOR	A	VICTOR POTITO	\$	3,831.05
374	QUIGLEY	JOHN	S	JOHN QUIGLEY	\$	3,831.05
375	QUIGLEY	KIM	A	KIM QUIGLEY	\$	3,831.05
376	QUINONES	ANTONIO	G	ANTONIO QUINONES	\$	3,831.05
377	RADENBERG	PAUL	D	PAUL RADENBERG	\$	3,831.05
378	RAFTERY	JOHN	P	JOHN RAFTERY III	\$	3,831.05
379	RAHMAN	REZAUR		REZAUR RAHMAN	\$	3,812.75
380	RAMIREZ	CESAR		CESAR RAMIREZ	\$	3,792.16
381	RAMJAS	RYAN	K	RYAN RAMJAS	\$	3,792.16
382	RAMOS	MANUEL	A	MANUEL RAMOS	\$	3,792.16
383	RAMOS	PIERRE	L	PIERRE RAMOS	\$	3,831.05

384	RAWCLIFFE	JAMES	D	JAMES RAWCLIFFE	\$	3,831.05
385	RAZENSON	WILLIAM	F	WILLIAM RAZENSON	\$	3,831.05
386	REHBERGER	DENNIS		DENNIS REHBERGER	\$	3,792.16
387	RICH	WILLIAM	L	WILLIAM RICH	\$	3,831.05
388	RIGHTMYER	MATTHEW	G	MATTHEW RIGHTMYER	\$	3,831.05
389	RIOS	CESAR		CESAR RIOS	\$	3,792.16
390	RIOS	EVELYN		EVELYN RIOS	\$	3,673.23
391	ROBERTSON	MARC		MARC ROBERTSON	\$	-
392	ROBINSON	TAISHA	N	TAISHA ROBINSON	\$	2,871.57
393	ROCK	LATOYA		LATOYA ROCK	\$	3,732.70
394	RODRIGUEZ	BRANDON	A	BRANDON RODRIGUEZ	\$	3,831.05
395	RODRIGUEZ	JUAN		JUAN RODRIGUEZ	\$	2,746.92
396	RODRIGUEZ	LUIS	D	LUIS RODRIGUEZ	\$	3,831.05
397	RODRIGUEZ	EDWARD	A	EDWARD RODRIGUEZ	\$	3,812.75
398	ROEDER	CRAIG	C	CRAIG ROEDER	\$	3,831.05
399	ROGERS	STEPHEN	P	STEPHEN ROGERS	\$	3,831.05
400	RONDON	DOUGLAS		DOUGLAS RONDON	\$	3,831.05
401	ROSALES	EDGAR	A	EDGAR ROSALES	\$	3,831.05
402	ROSENTHAL	ANDREW	J	ANDREW ROSENTHAL	\$	3,831.05
403	ROSIELLO	ANTHONY	T	ANTHONY ROSIELLO	\$	3,831.05
404	ROTHMUND	JOHN	J	JOHN ROTHMUND	\$	2,863.56
405	ROTHSCHILD	SCOTT	E	SCOTT ROTHSCCHILD	\$	3,831.05
406	DAVID	ROY		ROY DAVID	\$	3,831.05
407	RUDNITZKY	DAVID		DAVID RUDNITZKY	\$	3,831.05
408	RUIZ	EDWARD		EDWARD RUIZ	\$	3,831.05
409	RUSSELL	DAVID	S	DAVID RUSSELL	\$	3,831.05
410	RUSO ELLING	ALISON		ALISON RUSSO ELLING	\$	3,769.29
411	RYAN	NICHOLAS		NICHOLAS RYAN	\$	3,792.16
412	RYAN	BRENDAN	F	BRENDAN RYAN	\$	3,831.05
413	SAFFON	JASON	L	JASON SAFFON	\$	3,831.05
414	SALGUERA	RON		RON SALGUERA	\$	3,732.70
415	SALIM	SALIM	A	SALIM SALIM	\$	3,792.16
416	SANTANGELO III	CHARLES		CHARLES SANTANGELO	\$	3,831.05
417	SANTIAGO	JASON	E	JASON SANTIAGO	\$	3,831.05
418	SANTIAGO	MICHELLE		MICHELLE SANTIAGO	\$	2,863.56
419	SANTOIEEMMA	VINCENT		VINCENT SANTOIEEMMA	\$	3,831.05
420	SCHECHTER	JONATHAN	E	JONATHAN SCHECHTER	\$	3,831.05
421	SCORDUS	JAMES	E	JAMES SCORDUS	\$	3,831.05
422	SCOTCH II	JOHN	J	JOHN SCOTCH II	\$	3,831.05
423	SCOTT	DWIGHT	O	DWIGHT SCOTT	\$	3,831.05
424	SCOTT	JASMIN		JASMIN SCOTT	\$	2,822.39
425	SCOTT	LINDA	A	LINDA SCOTT	\$	3,831.05
426	SERRANO	BETZAIDA		BETZAIDA SERRANO	\$	3,812.75
427	SEYMORE	O'LASHAWNA		O'LASHAWNA SEYMORE	\$	2,746.92
428	SHERIDAN	RACHEL		RACHEL SHERIDAN	\$	3,792.16
429	RAYMON	SHLOMO		SHLOMO RAYMON	\$	3,831.05
430	SILVER	MICHAEL	I	MICHAEL SILVER	\$	3,831.05
431	SIMPKINS	DERRICK	C	DERRICK SIMPKINS	\$	3,831.05
432	SINGH	SUCHINGH		SUCHINGH SINGH	\$	3,831.05
433	SMITH	BRIAN	M	BRIAN SMITH	\$	3,831.05
434	SMITH	RICHARD	D	RICHARD SMITH	\$	3,831.05
435	SMITH-HAWKINS	THERESA	A	THERESA SMITH-HAWKINS	\$	3,831.05
436	SOBOCINSKI	MAGDALENA	K	MAGDALENA SOBOCINSKI	\$	3,831.05
437	SALVIA	DEBRA		DEBRA SALVIA	\$	3,831.05
438	SOSA	HUGO	P	HUGO SOSA	\$	3,831.05
439	SOTO	JOSE	O	JOSE SOTO	\$	3,831.05
440	SOTO	PHILIP	A	PHILIP SOTO	\$	3,831.05

441	SOTO	ANTONY	M	ANTONY SOTO	\$	3,831.05
442	SOTTILE	ROBERT	L	ROBERT SOTTILE	\$	3,831.05
443	SPANDORF	JASON	K	JASON SPANDORF	\$	3,831.05
444	SPECHT	CHRISTOPHER	W	CHRISTOPHER SPECHT	\$	3,831.05
445	SPIES	BRYAN		BRYAN SPIES	\$	2,985.93
446	SPINELLI	JOSEPH	R	JOSEPH SPINELLI	\$	3,831.05
447	SPIRO	PHILIP	H	PHILIP SPIRO	\$	3,792.16
448	STRUMOLO	DOROTHY		DOROTHY STRUMOLO	\$	2,854.41
449	SUCHECKI	EVAN	S	EVAN SUCHECKI	\$	3,812.75
450	SUTHERLAND	JASON		JASON SUTHERLAND	\$	3,792.16
451	TAITT	SEON		SEON TAITT	\$	3,792.16
452	TANIS	PATRICIA		PATRICIA TANIS	\$	2,860.13
453	TAYLOR	GLEN		GLEN TAYLOR	\$	2,860.13
454	TAYLOR	MARK	A	MARK TAYLOR	\$	2,863.56
455	THOMAS	ELWOOD	L	ELWOOD THOMAS	\$	3,673.23
456	THOMPkins	MARIO		MARIO THOMPkins	\$	2,822.39
457	TIBERI	LEONARD	L	LEONARD TIBERI	\$	3,831.05
458	TIBERI	DONNA LYNN		DONNA LYNN TIBERI	\$	3,831.05
459	TORRES	NORBERTO	J	NORBERTO TORRES	\$	3,831.05
460	TOYLOY	GERARDO		GERARDO TOYLOY	\$	3,792.16
461	TRAGER JR	GEORGE	V	GEORGE TRAGER JR	\$	3,831.05
462	JOSEPH	TRACY	J	TRACY JOSEPH	\$	3,732.70
463	TROEBER	TIMOTHY	M	TIMOTHY TROEBER	\$	3,831.05
464	TUMBACO	GIOVANNI		GIOVANNI TUMBACO	\$	3,792.16
465	TVERSKOY	LEONID		LEONID TVERSKOY	\$	3,831.05
466	ULLMAN	MICHAEL	W	MICHAEL ULLMAN	\$	3,831.05
467	VALDEZ	ANDRE	J	ANDRE VALDEZ	\$	3,831.05
468	VALVERDE	SARA	A	SARA VALVERDE	\$	3,831.05
469	VARGAS	LEE		LEE VARGAS	\$	3,792.16
470	VARIALE	VINCENT	A	VINCENT VARIALE	\$	3,831.05
471	VAZQUEZ	RICHARD	I	RICHARD VAZQUEZ	\$	3,792.16
472	VENDER	ROBERT	J	ROBERT VENDER	\$	3,831.05
473	VETACK	MICHAEL	W	MICHAEL VETACK	\$	1,691.38
474	VILLAVERDE	GUILLERMO		GUILLERMO VILLAVERDE	\$	3,831.05
475	VITALE	CHARLES	M	CHARLES VITALE	\$	3,831.05
476	VOXAKIS	ANTONIOS		ANTONIOS VOXAKIS	\$	3,831.05
477	WALLA	VINCENT	R	VINCENT WALLA SR	\$	3,812.75
478	WALLACE	PAUL	J	PAUL WALLACE	\$	3,831.05
479	WALSH	ROBERT	J	ROBERT WALSH	\$	3,831.05
480	WALSH-BOSCHI	KATHLEEN	M	KATHLEEN WALSH-BOSCHI	\$	3,673.23
481	WANG	RAYMOND		RAYMOND WANG	\$	3,831.05
482	WARR	WILLIAM	JR.	WILLIAM WARR	\$	1,691.38
483	WARYOLD	SCOTT	A	SCOTT WARYOLD	\$	3,831.05
484	WASHINGTON	CHARLES	C	CHARLES WASHINGTON	\$	3,831.05
485	WASHINGTON	BRANDY	E	BRANDY WASHINGTON	\$	3,812.75
486	WEISMAN	REBECCA		REBECCA WEISMAN	\$	3,699.53
487	WESTON	DAVID	J	DAVID WESTON	\$	3,831.05
488	WETSELL	DARREN	R	DARREN WETSELL	\$	3,792.16
489	WIGGLESWORTH	KYLE	Y	KYLE WIGGLESWORTH	\$	3,673.23
490	WILLIAMS	TAWANA		TAWANA WILLIAMS	\$	3,831.05
491	WILLIAMS	HORACE	G	HORACE WILLIAMS	\$	3,831.05
492	WINIK	ASHER	M	ASHER WINIK	\$	3,831.05
493	WOLF	STEWART	R	STEWART WOLF	\$	3,812.75
494	WOLF	WILLIAM	M	WILLIAM WOLF	\$	3,812.75
495	WORMS	PATRICK	A	PATRICK WORMS	\$	3,831.05
496	WRIGHT	LEONARD	V	LEONARD WRIGHT	\$	3,831.05
497	YOLLES	JOSEPH		JOSEPH YOLLES	\$	3,831.05

498	YUNEK	PAUL	J	PAUL YUNEK	\$	3,831.05
499	ZENKOVICH	EVGENI		EVGENI ZENKOVICH	\$	3,831.05
500	ZEPEDA	JOEEL	E	JOEEL ZEPEDA	\$	3,831.05

1,800,000.00

COZZINO	ANTHONY	S
DELAPAZ	EDWIN	D
O'NEILL	WILLIAM	M

File Date 02/01/23

Years from Consent to Join Form 3

\$ 1,800,000.00