

**IN THE UNITED STATES DISTRICT COURT  
 FOR THE NORTHERN DISTRICT OF ALABAMA**

MATTHEW BLOM et al.,	)	
	)	
Plaintiffs,	)	
	)	CASE NO. 4:22-cv-00582-SGC
	)	
v.	)	
	)	
CITY OF GADSDEN et al.,	)	
	)	
Defendants.	)	
	)	
	)	
	)	

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**JOINT MOTION FOR SETTLEMENT APPROVAL**

Plaintiffs Matthew Blom, et al. (“Plaintiffs”) and Defendants City of Gadsden and Kerry Payne (“Defendants”) (collectively, the “Parties”) respectfully submit this Joint Motion regarding the proposed Settlement Agreement (“Agreement”) between the Parties in the above-referenced Fair Labor Standards Act (FLSA). As set forth below, the Parties believe that the Agreement is a fair and reasonable resolution of a *bona fide* dispute and should be approved by the Court.

**I. BACKGROUND**

Plaintiffs Matthew Blom and the other plaintiffs, who were current and former employees of the City of Gadsden Fire Department, filed the instant action against the Defendants on May 5, 2022, alleging claims under the Fair Labor Standards Act (FLSA) for the time they allege they were employed by defendants at the City of Gadsden as Fire Fighters, Drivers, and Commanders in the Fire Department. ECF. No. 1. Specifically, Plaintiffs allege that they regularly and routinely worked over 212 hours in a 28-day work period but that Defendants failed to compensate them for these overtime hours at a rate of one and one-half times their regular rates of pay. *Id.*, ¶¶ 13-14. This includes the City failing to include acting pay and medic pay in the regular rate calculation,

as well as the City paying Commanders and Drivers the overtime rate of the highest paid Firefighter when working overtime under rank to backfill a Firefighter vacancy. It also includes paying Commanders the rate of the highest-paid Driver when working overtime to backfill a Driver vacancy. Plaintiffs allege that they were entitled to FLSA time and one-half overtime at their regular rates (including all premium payments) for all work hours over 212 hours in a 28-day work period. *Id.*, ¶¶ 14, 17, 24; ECF No. 18-1, ¶¶ 18, 21, 28. Defendants deny all allegations. ECF Nos. 9, 25, 26.

On August 10, 2022, plaintiffs filed a First Amended Complaint adding retaliation claims under the FLSA and First Amendment related to written reprimands issued to plaintiffs Tony Calvert, Jonathan Day, and Josh Nabors (“Retaliation Plaintiffs”) on June 9, 2022, just over a month after the original complaint was filed. The City asserted that the discipline was for violations of the City’s social media policy.

The Parties now submit the Settlement Agreement, attached hereto as Exhibit A, for the Court’s consideration.

## **II. TERMS OF THE PROPOSED SETTLEMENT**

The Settlement Agreement is attached hereto as Exhibit A for the Court’s consideration. The Agreement provides that Defendants will pay a total settlement amount of \$325,000.00 to resolve the claims between the Parties. *See* Settlement Agreement ¶ 5. Through the settlement, Plaintiffs are receiving the full amount of back pay due to them based on a two-year statute of limitations extrapolated through the date of mediation (total for all plaintiffs - \$190,591.02). *Id.* Exhibit A contains an attached chart setting forth the allocation of funds among the plaintiffs. The Retaliation Plaintiffs (Tony Calvert, Jonathan Day, and Josh Nabors) will also receive \$500.00 each, and the City will expunge from their personnel files and reference to the discipline

issued to them related to this matter. *Id.* ¶¶ 5, 8. Through the Agreement, the amount due to plaintiffs' counsel representing attorneys' fees and expenses is \$132,909.00. *See* Settlement Agreement ¶ 10.

The backpay will be remitted to plaintiffs with appropriate withholdings through defendant City's payroll system. The \$1,500 total paid to the Retaliation Plaintiffs will be disseminated to them by the City in non-payroll checks from which no taxes will be withheld. *See Id.* ¶ 9. The attorneys' fees and expenses will be submitted via check to Plaintiffs' counsel. These payments will be made within 30 calendar days of court approval. *See Id.* ¶ 11.

In addition, the Settlement Agreement includes a release of FLSA claims. Settlement Agreement ¶ 14. Further, the Parties have agreed that the Settlement Agreement is subject to Court approval and actions may be brought in a court of competent jurisdiction to enforce the terms of the agreement. *Id.* ¶¶ 18-19.

All Plaintiffs have approved the Settlement Agreement, as have Defendants. *Id.*

### **III. APPLICABLE FACTORS FOR APPROVING FLSA SETTLEMENTS**

The Eleventh Circuit has ruled that settlements of FLSA claims require court approval. *Nall v. Mal-Motels, Inc.*, 723 F.3d 1304, 1306-07 (11th Cir. 2013). When evaluating whether to approve a proposed FLSA settlement as fair and reasonable, a district court considers: the existence of collusion behind the settlement; the complexity, expense, and likely duration of the case; the stage of the proceedings and the discovery completed; the probability of the plaintiff's success on the merits; the range of possible recovery; and the opinions of counsel. *Leverso v. SouthTrust Bank of Ala., Nat'l Ass'n*, 18 F.3d 1527, 1530 n.6 (11th Cir. 1994). The court should presume a settlement is fair and reasonable. *Cotton v. Hinton*, 559 F.2d 1326, 1331 (5th Cir. 1977). The Court will also consider

additional factors including whether: the compromise resolves a bona fide dispute, a confidentiality provision contravenes FLSA policy, an employee has prospectively waived his FLSA rights, and/or the compromise awards plaintiffs' counsel a reasonable fee. *See Campbell v. Sys. Dynamics Int'l, Inc.*, No. 5:18-cv-223-LCB, 2020 BL 385638, \*2 (N.D. Ala. May 26, 2020).

#### **IV. THE SETTLEMENT AGREEMENT SHOULD BE APPROVED**

An analysis of the factors reviewed by district courts in the Eleventh Circuit demonstrates that the proposed settlement terms are fair and reasonable and should be approved by the Court. The Settlement represents a good faith compromise of the Parties' *bona fide* disputes regarding Plaintiffs' allegations that Defendants failed to properly compensate Plaintiffs for overtime hours at one and one-half times their regular rates of pay (including all premium pay). The Settlement also resolves a *bona fide* dispute regarding whether an award of liquidated damages is appropriate on these claims and the amount of such damages. Plaintiffs' counsel shared their damages calculations under Plaintiffs' theories with counsel for the Defendants, and the Parties used this data to negotiate a fair settlement. This compromise was reached after arm's-length negotiations.

#### **V. THE AGREEMENT SETTLES A BONA FIDE DISPUTE**

As set forth in more detail in the separately submitted letter, the Parties negotiated Settlement Agreement resolves a bona fide dispute between the Parties. The Parties note that this Court issued a decision on summary judgment denying summary judgment to both parties on all the plaintiffs' claims brought pursuant to the Fair Labor Standards Act ("FLSA") because the Court found that questions remained for the jury. *See* ECF No. 67. This decision alone demonstrates the bona fide nature of the dispute between the parties resolved through the Settlement Agreement. *See Duren v. Int'l Follies, Inc.*, No. 1:19-cv-01512-ELR, 2022 BL 285184,

\*2 (N.D. Ga. June 6, 2022) (finding that because one of the plaintiff's claims survived summary judgment, "the Court has already found that there is a bona fide dispute"); *Tennis v. Bel-Mac Roofing, Inc.*, No. 3:17cv14-MCR/CJK, 2019 BL 594743 (N.D. Fla. Feb. 21, 2019) (finding a bona fide dispute where FLSA claims survived summary judgment). However, the Parties offered additional analysis of their disputes in the fairness letter.

## **VI. THE AGREEMENT IS FAIR AND REASONABLE**

### **A. The Settlement Agreement Was the Result of Arms-Length Negotiations**

Counsel for the parties engaged in arms-length negotiations to reach the proposed settlement terms. This included proceeding through court-sponsored mediation, which included the direct participation of the parties, who were represented by counsel. Plaintiffs were represented by a team of six plaintiffs. At no point did counsel for the plaintiffs or defendants collude against the interests of their clients to reach the terms in the proposed settlement.

### **B. The Complexity, Expense, and Likely Duration of the Litigation**

There is no doubt that continuing litigation through trial would be time consuming, arduous, and costly, with the risk that Plaintiffs may recover substantially less than what they are recovering here. While Plaintiffs strongly believe that their overtime claims have merit, Defendants dispute these claims, including whether premium payments are included in employees' regular rates of pay used to calculate overtime and whether the City had an understanding or agreement with plaintiffs to receive a lower rate when working overtime under rank. Without this settlement, the Parties would need to spend significant time and expense preparing for trial, conducting a trial, and participating in any post-trial appeal efforts. This settlement provides significant monetary relief to Plaintiffs now, including full two-year backpay, without the risk and expense of continued litigation.

**C. The Stage of the Proceeding and the Amount of Discovery Completed**

The Parties have completed all discovery, so no additional information would be exchanged between the parties were the case to proceed. The Parties have filed and received a decision on their cross motions for summary judgment. The plaintiffs claims under the FLSA, including both overtime and retaliation claims, survived summary judgment. Were this case to move forward, the Court would need to set a trial date and the parties would have to prepare for and conduct a trial, as well as participate in any post-trial appeal efforts. Accordingly, this factor weighs in favor of approval.

**D. The Probability of the Plaintiffs' Success on the Merits**

Although, as detailed in the Parties separately submitted letter regarding the fairness of the settlement, both sides believe their legal position is strong, there is no guarantee of success for either side. Although Plaintiffs believe they should easily be able to demonstrate that Defendant City failed to include premium payments in their regular rates of pay used to calculate their overtime compensation and that they were due their overtime based on their regular rate of pay even when working under rank, there is a risk that the Court or a jury would disagree. In addition, the Parties dispute whether Plaintiffs are entitled to liquidated damages or a third year of damages under the FLSA. In addition, although plaintiffs believe they could demonstrate that the City violated the rights of the three retaliation plaintiffs under the FLSA by issuing them discipline in retaliation for filing this lawsuit, a jury or Court could disagree and find that the reprimands did not rise to the level of an adverse action for purposes of an FLSA retaliation claim and that the plaintiffs were properly disciplined under the City's social media policy.

Given these risks, the Parties' compromise Settlement Agreement reflects full backpay to Plaintiffs under a two-year statute of limitations extrapolated through the date of mediation. Although plaintiffs will not receive a third year of damages or liquidated damages, this is consistent with the risks of loss outlined above. The regular rate issues are complex enough that a reasonable jury might not award liquidated damages to the plaintiffs, and the plaintiffs burden in demonstrating willfulness on the part of the City would be high. Further the monetary and injunctive relief (expungement of reprimands) for the Retaliation Plaintiffs is appropriately proportional to the discipline they received.

For these reasons, in view of the amounts plaintiffs will receive through the settlement, the settlement properly reflects the plaintiffs' likelihood of success.

**E. The Range of Possible Recovery**

As noted above, although Plaintiffs believe that they will easily be able to establish damages for Plaintiffs' allegedly underpaid overtime, there is a risk that the Court or a jury would disagree. In addition, Plaintiffs would need to establish their entitlement to liquidated damages under the FLSA. Under the FLSA, although an award of liquidated damages equal to the backpay is the "norm," a Court can decline to award liquidated damages if the employer can demonstrate that it acted in good faith and with reasonable grounds for believing that its act or omission was not a violation of the law. 29 U.S.C. § 260; *Chao v. Barbeque Ventures, LLC*, 547 F.3d 938, 941-42 (8th Cir. 2008) (under the FLSA, "Double damages are the norm, single the exception."). Further, plaintiffs would bear the burden to demonstrate that the City committed a willful violation in order to recover a third year of back pay. 29 U.S.C. 255(a); *McLaughlin v. Richland Shoe Co.*, 486 U.S. 128, 133 (1988). Meeting this standard would be even more difficult than rebutting the

City's proffered demonstration of good faith and reasonableness with respect to liquidated damages.

As such, it is in both Parties' best interest to settle now for the reasonable compromise amount to which the Parties have agreed.

**F. The Opinions of Counsel Regarding the Reasonableness of the Settlement in Light of the Best Possible Recovery and Risks of the Litigation**

Significantly, the Settlement provides a total of \$190,591.02 in backpay to the Plaintiffs. For each Plaintiff, this amount represents 100% of the best estimate of the two-year backpay due to them extrapolated through mediation. It also provides \$500 to each retaliation plaintiff as well as expungement from their personnel files of the written reprimands they received. Considering the risks associated with trying the Plaintiffs' claims, including liquidated damages and the three-year statute of limitations, counsel for the parties believe this settlement amount is certainly reasonable, if not an excellent result for the plaintiffs.

**VII. PLAINTIFFS' ATTORNEYS' FEES AND ACTUAL LITIGATION EXPENSES SHOULD BE APPROVED**

Section 216(b) of the FLSA provides that the "court in such action shall, in addition to any judgment awarded to the plaintiff or plaintiffs, allow a reasonable attorney's fee to be paid by the defendant, and costs of the action." 29 U.S.C. § 216(b); *Batt v. Micro Warehouse, Inc.*, 241 F.3d 891, 893 (7th Cir. 2001) (citing *Bankston v. Ill.*, 60 F.3d 1249, 1255 (7th Cir. 1995)). Where, like here, a settlement of FLSA claims includes the payment of attorney's fees, the Court must also assess the reasonableness of the fee award.

In determining whether a fee is reasonable, courts look to the lodestar, meaning "the number of hours reasonably expended on the litigation multiplied by a reasonable hourly rate." *Hensley v. Eckhart*, 461 U.S. 424, 433 (1983).



Here, Defendants have agreed to pay statutory fees in the amount of \$132,909.00 in Plaintiffs' attorneys' fees and costs. The Settlement Agreement therefore reimburses Plaintiffs for their expenses and provides Plaintiffs' counsel with a portion of their statutory FLSA attorneys' fees. The amount of the fees recovered were negotiated at arm's length and represent a significant, nearly 54% reduction to the lodestar amount of fees accrued in the case as of May 23, 2024, with a portion of this amount (\$7,500) represented by fees extrapolated through the date of mediation (July 17, 2024). Significantly, Defendants do not oppose Plaintiffs' request for approval of fees and costs in this amount.

Plaintiffs' Counsel spent substantial time researching Plaintiffs' claims, drafting the Complaint and amended complaint, engaging in full discovery, creating and revising damage calculations, fully briefing cross-motions for summary judgment, participating in a number of negotiation sessions and communications with Defendants' counsel (including mediation), discussing the settlement with Plaintiffs, drafting the Settlement Agreement and negotiating over its terms with Defendants, and drafting the instant motion. To date, Plaintiffs' counsel have not been paid for any of that work.

Plaintiffs' counsel undertook to prosecute this action without any guarantee of payment and was required to make an investment of time and resources without a guarantee of any kind. Plaintiffs' counsel's expertise greatly benefited Plaintiffs. Plaintiff's counsel's firm, McGillivray Steele Elkin LLP is supported by diligent, hard-working attorneys and paralegals who helped bring the case to a favorable resolution for the Plaintiff. Similarly, Ms. Sullivan has significant experience as counsel in FLSA collective action and wage and hour cases in federal courts in Alabama.

**A. Degree of Success Obtained**

As set forth above Plaintiffs have obtained significant success. Indeed, the settlement reflects full backpay to Plaintiffs under a two-year statute of limitations extrapolated through the date of mediation. This level of success supports approval of the Parties' settlement.

**B. Public Interest Advanced by the Litigation**

The provision for attorneys' fees in the FLSA is intended to encourage attorneys to provide legal services to individuals whose claims may be too small to justify the retention of able legal counsel. Here, Defendants agreed to pay a portion of Plaintiffs' statutory legal fees and costs. Without the ability to collect these fees otherwise, the remedial purpose of the FLSA would not be fulfilled, as attorneys may be unable to bring such cases. *See Hoffman-LaRoche v. Sperling*, 493 U.S. 165, 173 (1989) ("The broad remedial goal of [the FLSA] should be enforced to the full extent of its terms."). Thus, this factor also weighs in favor of approval.

**VIII. CONCLUSION**

For all the above reasons, the Parties believe that this Settlement is a fair and reasonable compromise of Plaintiffs' overtime pay claims asserted against the Defendants that are the subject matter of this litigation. Accordingly, the Parties respectfully submit that the Settlement, in its entirety, is fair and reasonable and should be approved.

Dated: 08/28/2024

Respectfully submitted,

/s/ David Ricksecker  
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Matthew D. Purushotham (*admitted pro hac vice*)  
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/s/Kayla L. Sullivan (with consent)

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*Counsel for Plaintiffs*

/s/H. Edgar Howard (with consent)

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*Counsel for the Defendant*

**CERTIFICATE OF SERVICE**

I hereby certify that on August 28, 2024 I served a true and correct copy of the foregoing document via the Court's electronic filing system, which will send electronic notice to all counsel of record.

*/s/ David Ricksecker* \_\_\_\_\_  
David Ricksecker

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ALABAMA  
MIDDLE DIVISION

MATTHEW R. BLOM, et al.,	)	
	)	
PLAINTIFFS,	)	
	)	
VS.	)	CASE NO.: 4:22-cv-00582-SGC
	)	
CITY OF GADSDEN,	)	
ALABAMA, et al.	)	
	)	
DEFENDANTS.	)	

**SETTLEMENT AGREEMENT**

This Settlement Agreement (“Agreement”) is made and entered into by and among the Plaintiffs in the above-captioned case and Defendant City of Gadsden, AL and Defendant Kerry Payne, (hereinafter collectively referred to as “Defendants”), and is based on the following:

1. The Plaintiffs, who are 94 individuals employed by the Defendant City in the Fire Department, brought this action against the Defendant City of Gadsden ["City"] claiming violations of the Fair Labor Standards Act, 29 U.S.C. §201, et seq. (FLSA). Specifically, the Plaintiffs allege that (1) City failed to properly calculate the regular rate of pay in violation of the FLSA by step up and medic pay; (2) City improperly paid them at a lower hourly rate when working overtime under rank.

2. On August 10, 2022 the Plaintiffs amended their complaint to add a count for retaliation in violation of 29 U.S.C. § 215(a)(3), as well as retaliation claims under 42 U.S.C. § 1983 on behalf of Plaintiffs Tony Calvert, Josh Nabors, and Jonathan Day. Plaintiffs also added

Kerry Payne, the City of Gadsden's Personnel Director, as an individual Defendant with respect to the retaliation counts.

3. On July 17, 2024 the parties engaged in a successful mediation with Mediator Fern Singer. The Plaintiffs and the Defendants have considered that their interests are best served by the settlement of this case, and have concluded that the terms of this Agreement are fair, reasonable and adequate. 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.

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.

5. In consideration for the terms, conditions and promises in this Agreement, Defendant City shall pay or will cause to be paid to the Plaintiffs \$325,000.00 to resolve all claims for FLSA damages in the lawsuit allegedly accruing for the period from May 5, 2020, through the date the Court enters an Order finally approving this Agreement ("the Settlement Amount") as well as the retaliation claims of Tony Calvert, Josh Nabors, and Jonathan Day, inclusive of attorneys' fees and expenses. The Settlement Amount will be divided and distributed as follows:

(1) through the defendant City's payroll system, a payment through the regular payroll system will issue checks for the active (employed) Plaintiffs, and separate payroll checks for inactive (no longer employed) Plaintiffs made payable to each Plaintiff in the total amount of \$190,591.02 ("the Backpay Amount") pursuant to the amounts listed in the individualized breakdown attachment A attached to this agreement, less all applicable deductions and withholdings and any wage garnishments for that individual Plaintiff; (2) a separate \$500 check made out to each individual retaliation plaintiff (i.e., Tony Calvert, Josh Nabors, and Jonathan Day) for a total of \$1500.00; (3) one check payable to Plaintiffs' Counsel in the amount of \$ 132,908.98 for attorneys' fees and expenses. The individual amount of backpay and liquidated damages to be awarded to each Plaintiff were calculated by Plaintiffs' counsel based on the actual payroll records of each Plaintiff as provided by the City, and these amounts are set forth as an attachment to this Settlement Agreement as Attachment A. These amounts are agreed to among the Parties to compromise, settle and satisfy the Released Claims.

6. The Settlement Amount will be paid within 30 days of the date that the Court enters an Order finally approving this Agreement as follows.

7. Defendant City will send directly to each active (employed) Plaintiff a backpay amount as part of the active Plaintiff's regular payroll check. Defendant will also send directly to each non-active (non-employed) Plaintiff an individual backpay check with a corresponding document identifying all deductions and withholdings. The Plaintiffs agree to cooperate with the City and provide home addresses for such non-employed plaintiffs if necessary. Defendant City will notify Plaintiffs' counsel, when each Plaintiff was paid.

8. Defendants shall completely eliminate from the three Retaliation Plaintiffs' (i.e., Tony Calvert, Josh Nabors, and Jonathan Day) personnel files any references to the

reprimand/disciplinary action at issue in this matter. These adverse actions shall not be used or relied upon for any purpose. Defendants shall ensure that all personnel files and City records make no references to such disciplinary measures mentioned above, and/or any adverse actions and statements related to this matter.

9. Defendant City will send directly to each Retaliation Plaintiff (i.e., Tony Calvert, Josh Nabors, and Jonathan Day), a damages check for \$500.00 each. No withholdings will be made to this amount. Defendant City will notify Plaintiffs' counsel when each Plaintiff was paid.

10. The \$132,909.00 portion of the Settlement Amount to be paid to Plaintiffs' attorneys constitutes reimbursement of out-of-pocket expenses and hourly reimbursements of attorneys' fees. Defendant City shall provide these fees and expenses to Plaintiffs' counsel with a separate check payable to McGillivray Steele Elkin LLP and will be sent to McGillivray Steele Elkin LLP, 1101 Vermont Ave., NW, Suite 1000, Washington D.C. 20005 in the amount noted above. Like the above backpay and damages amounts, the aforementioned checks for attorneys' fees and expenses will be paid within 30 days of the date that the Court enters an Order finally approving this Agreement.

11. If any payment of the above payments are not made within 30 days from the date the Court approves the settlement agreement, interest will accrue at the post-judgment interest rate set out in 28 U.S.C. § 1961.

12. Defendant City shall distribute W-2 forms to the Plaintiffs reflecting the backpay payments made under this Agreement. Defendant City shall distribute to each Plaintiff receiving retaliation damages a Miscellaneous Income Form 1099 reflecting the amount paid to the Plaintiff. 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 Defendant City in the event of any dispute concerning whether taxes are owed by any Plaintiff on the liquidated damages paid as part of the settlement.

13. All payments to Plaintiffs shall be deemed to be paid solely in the year in which such payments are received by Plaintiffs.

14. 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 the Released Claims asserted in the Lawsuit, for the time the Plaintiffs worked for the City of Gadsden Fire Department from May 5, 2020, through July 17, 2024 (the date the parties agreed to damage amounts at the mediation).

15. All Plaintiffs agree that they are entering into this Agreement knowingly, voluntarily, and with full knowledge of its significance. Each Plaintiff affirms that he/she has not been coerced, threatened, or intimidated into agreeing to the terms of this Agreement, and he/she has been advised to consult with their attorney should they have any questions.

16. Upon payment of the above settlement amounts, Plaintiffs agree to the dismissal of all claims asserted in the Lawsuit against Defendants with prejudice.

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

18. The U.S. District Court for the Northern District of Alabama 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.

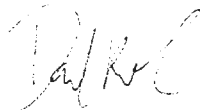
19. The signatories hereby represent that they are fully authorized to enter into this Agreement and to bind the parties hereto to the terms and conditions hereof. The Parties acknowledge that the Court will review the terms of the Agreement to determine that they are reasonable and fair.

20. 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.

21. 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.

22. This Agreement and its attachments 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.



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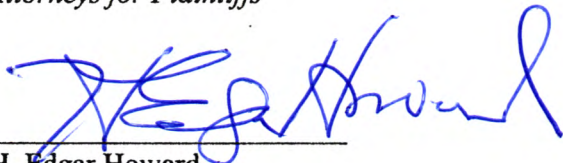
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*Attorney for Defendants*

BLOM, et al., v CITY OF GADSDEN, AL  
EXHIBIT A

#	Last Name	First Name	BACKPAY AMOUNTS
1	Abernathy	Austin	\$ 16.76
2	Bailey	Joseph	\$ 39.36
3	Barclay	Charles	\$ 278.21
4	Barker	James	\$ 228.77
5	Blom	Kerri	\$ 40.12
6	Blom	Matthew	\$ 2,562.18
7	Bonds	Paul	\$ 19.60
8	Brisendine	Ralls	\$ 15.29
9	Brown	Vance	\$ 2,379.20
10	Brueggert	Kane	\$ 100.76
11	Calvert	John	\$ 11.59
12	Campbell	Justin	\$ 26,554.56
13	Chappell	Craig	\$ 4,899.40
14	Chiz	Raymond	\$ 9.12
15	Clayton	Neal	\$ 19.30
16	Coley	Ryan	\$ 590.17
17	Collie	Rickey	\$ 180.90
18	Cotton	Andrew	\$ 494.36
19	Couch	Bryan	\$ 11,025.28
20	Cromer	Alexander	\$ 16.46
21	Dalrymple	Joe	\$ 16,687.35
22	Davenport Jr.	Nathaniel	\$ -
23	Davis	Dexter	\$ 65.29
24	Davis	Jonathan	\$ 1,110.26
25	Day	Jonathan	\$ 55.71
26	Dillard	James	\$ 624.77
27	Dove	Britton	\$ 142.64
28	Dye	Lee	\$ -
29	Estes	Eric	\$ 181.13
30	Evans	Jonathan	\$ 2.49
31	Gann	James	\$ 811.57
32	Goosby	Joshua	\$ 632.87
33	Gray	Keith	\$ 5,492.37
34	Green	Brandon	\$ 1,229.37
35	Griffith	Kevin	\$ 798.45
36	Harris	Jonah	\$ 10.87
37	Hiti	Andrew	\$ 3,342.94
38	Huff	Noah	\$ 651.42
39	Humphreys	Jacob	\$ 383.72
40	Hutchens	Phillip	\$ 159.24
41	Ivy	Ryan	\$ 74.77
42	Johnson	Noah	\$ 1,908.02
43	Jones	Jeffrey	\$ 8.79
44	Keener	Timothy	\$ 50.76
45	Kiser	Christopher	\$ 823.52
46	Langley	Daniel	\$ 239.26
47	Langley	Frankie	\$ 35.15
48	Light	Matthew	\$ 46.13
49	Maddox	Dillon	\$ 77.93

BLOM, et al., v CITY OF GADSDEN, AL  
EXHIBIT A

#	Last Name	First Name	BACKPAY AMOUNTS
50	Malone	Gerald	\$ 10,103.63
51	Martin	Tyson	\$ 2,152.71
52	McGlaughn	Gary	\$ 4,494.60
53	Morris	Jeffrey	\$ 29,231.21
54	Nabors	Joshua	\$ 707.33
55	Nance	Micah	\$ 529.16
56	Nelson	Kyle	\$ 8.83
57	Nelson	Shawn	\$ 1,919.83
58	Patterson	Kaiden	\$ 781.23
59	Payne	Alex	\$ 11.37
60	Peek	Michael	\$ 581.21
61	Phillips	Micah	\$ -
62	Preston	Michael	\$ 68.27
63	Putman	William	\$ 1,461.71
64	Ramsey	Phillip	\$ 465.88
65	Ramsey	Timothy	\$ 1,404.32
66	Reynolds	Roger	\$ 115.76
67	Rich	Jason	\$ 13,462.12
68	Roberts	Matthew	\$ 428.40
69	Robertson	Stephen	\$ 83.45
70	Rowan	Lewis	\$ 6,455.70
71	Royal	Ralph	\$ 3,075.98
72	Sauls	Devin	\$ 13.84
73	Sharp	Steven	\$ 6,177.95
74	Smith	David	\$ 382.70
75	Smith	Kyle	\$ 76.83
76	Snead	Stephen	\$ 469.23
77	Still	Dustin	\$ 4.09
78	Street	Ian	\$ 1,044.81
79	Talton	Aaron	\$ 18.51
80	Taylor	Arlin	\$ 43.19
81	Taylor	Charlie	\$ 4,716.82
82	Taylor	Joseph	\$ -
83	Ulbrich	Travis	\$ 2,397.56
84	Ulrich	Phillip	\$ 620.03
85	Walker	James	\$ 10.39
86	Waters	Ramey	\$ 2,206.47
87	Wells	Ryan	\$ 1,255.23
88	White	Brent	\$ 14.13
89	White	Michael	\$ 7,023.64
90	Wideman	Ronald	\$ 862.33
91	Wilson	Kameron	\$ 571.71
92	Winstead	Jason	\$ 2.35
93	Wolfe	Richard	\$ 8.33
94	Zemo	Justin	\$ -
			<b>\$ 190,591.02</b>