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28 City and County of San Francisco

UNITED STATES DISTRICT COURT  
 NORTHERN DISTRICT OF CALIFORNIA

-Oakland-

<p>JAMES WILSON, et al.,           Plaintiffs           v.           CITY AND COUNTY OF SAN</p>	<p>Case No. C 07-1016 PJH   <b>AMENDED STIPULATION RE          APPROVAL OF SETTLEMENT          AGREEMENT AND DISMISSAL WITH          PREJUDICE [<del>PROPOSED</del>] ORDER          THEREON</b></p>
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AMENDED STIPULATION RE FINAL APPROVAL OF SETTLEMENT AGREEMENT AND DISMISSAL WITH  
 PREJUDICE  
 [PROPOSED] ORDER THEREON

1 FRANCISCO CALIFORNIA, A  
2 MUNICIPAL CORPORATION,

3 Defendant.

Before: Honorable Phyllis J. Hamilton

4  
5 **STIPULATION**

6 The Plaintiffs and Defendant in the above-captioned action hereby stipulate as follows:

7 1. Plaintiffs are current and former employees of the City and County of San  
8 Francisco's Police Department ("the City"). Plaintiffs and the City are collectively referred to  
9 herein as the "Parties".  
10

11 2. Representative Plaintiff and the FLSA Collective Class Members have agreed to  
12 settle their claims against CCSF in exchange for the lump sum of Ninety Thousand Dollars  
13 (\$90,000.00), inclusive of costs and expenses to this point. Attorneys' fees are being waived  
14 and absorbed by Plaintiffs' counsel.  
15

16 3. Plaintiffs filed their Complaint on February 20, 2007. Subsequently, a First  
17 Amended Complaint ("FAC") was filed, alleging claims pursuant to Section 207 of the FLSA  
18 for uncompensated time spent working for the SFPD. The FAC alleges that CCSF violated the  
19 FLSA by, among other things, failing to pay certain former and current San Francisco police  
20 officers for time spent "donning" and "doffing" the prescribed police protective wear, which is  
21 required to be done before the officer's shift begins, and completing other pre-shift and post-  
22 shift activities that are an integral and indispensable part of their work as police officers and  
23 failing to provide proper meal periods and rest breaks. The FAC sought an award of backpay,  
24 penalties, liquidated damages, pre-judgment interest, attorneys' fees and costs.  
25

26 4. The named plaintiff James Wilson brought this case in a representative capacity  
27 on behalf of himself and other similarly situated. *See*, 29 U.S.C. § 216(b). Under  
28

**AMENDED STIPULATION RE FINAL APPROVAL OF SETTLEMENT AGREEMENT AND DISMISSAL WITH  
PREJUDICE  
[PROPOSED] ORDER THEREON**

1 Section 216(b) any one or more employees may bring an action on behalf of "himself or  
2 themselves and other employees similarly situated". That Section further provides that "no  
3 employee shall be a party plaintiff in any such action unless he gives his consent in writing to  
4 become such a party and such consent is filed in the court in which such action is brought".  
5 29 U.S.C. § 216(b).  
6

7 5. CCSF filed an Answer to the FAC and denied Plaintiffs' material allegations,  
8 maintaining that the Court should not certify the FLSA Collective Class Action proposed by  
9 Plaintiffs, and raising various affirmative defenses to Plaintiffs' claims.  
10

11 6. On February 1, 2008, the Court conditionally certified an FLSA Collective Class  
12 consisting of all former and current sworn police officers, at or below the rank of sergeant,  
13 employment by Defendant CCSF from February 15, 2005 to present.  
14

15 7. On February 26, 2008, the Court approved the FLSA Collective Class Notice and  
16 granted a 60-day opt-in period for eligible Plaintiffs.  
17

18 8. Ultimately, one hundred ninety-three (194) officers opted into the Class as  
19 plaintiffs ("Settlement Class"). As described in paragraphs 14 through 16 below, 40 of the  
20 Plaintiffs who opted into the Class are not participating in the Settlement and their claims have  
21 been dismissed without prejudice.  
22

23 9. In the four years since commencement of this action, the parties have thoroughly  
24 litigated this case, including: the review and analysis by Collective Class Counsel of myriad  
25 pages of documentation eventually produced in discovery,<sup>1</sup> the depositions of seven (7) FLSA  
26

27 <sup>1</sup> Plaintiffs propounded requests for production of documents that resulted in the production of thousands of  
28 documents by CCSF which Plaintiffs' counsel read and analyzed and which included personnel files for each class  
member and electronic files reflecting the hours worked by each class member during each shift in the class period.

1 collective action members and deposed six (6) individuals designated by CCSF as 30(b)(6)  
2 representatives.

3  
4 10. The Parties have engaged in extensive negotiations in an attempt to resolve their  
5 differences, and throughout these negotiations all Parties were, and continue to be, represented  
6 by counsel experienced in litigation of FLSA claims.

7  
8 11. The Parties wish to avoid the uncertainty, expense and delay of litigation and have  
9 therefore, based upon their extensive negotiations, and agreed to a settlement of the Parties'  
10 dispute. The terms of the Parties' agreement are embodied in the Settlement Agreement and  
11 General Release of All Claims, ("Collectively referred to as the Settlement Agreement") which  
12 all Parties have executed. A copy of the Settlement Agreement is attached hereto as Exhibit 1  
13 and incorporated herein. (Exhibit A to the Settlement Agreement – which was not attached to  
14 the Settlement Agreement previously submitted to the Court – is a list of all of the individuals  
15 who opted in the case' there are 194 individuals on this list).

16  
17 12. Plaintiffs' potential recovery at trial, if any, remains unknown, but the Parties  
18 believe that the terms of the Settlement Agreement are consistent with and within the range of  
19 reasonable result that the Plaintiffs might expect to obtain after a trial;

20  
21 13. Courts have determined that the provisions of the FLSA are mandatory and  
22 cannot generally be abridged by contract or otherwise waived. *Lynns Food Stores, Inc. v.*  
23 *United States*, 678 F. 2d 1350, 1352 (11th Cir. 1982). However, when employees bring a  
24 private action for compensation under the FLSA, and present the district court a proposed  
25 settlement, the district court may enter a judgment after scrutinizing the settlement for fairness,  
26 *Id. at* 1353;

1           14.    By order dated September 7, 2011, the Court preliminarily approved the  
2 settlement.  Therein, the Court ordered a further settlement conference for February 1, 2012 to  
3 address any issues raised by any Plaintiff who had not executed signed claim forms agreeing to  
4 the settlement.  All Plaintiffs were provided with notice of that settlement conference.  
5

6           Following the settlement conference, on February 10, 2012, the Court issued an Order to Show  
7 Cause Re: Dismissal of Claims by Plaintiffs Who Fail to Submit Signed Claim Forms or  
8 Appear at Further Settlement Conference.  The Court scheduled a further settlement conference  
9 for February 28, 2012.  All Plaintiffs who had not executed a signed claim form were provided  
10 notice of the Court's Order to Show Cause.  
11

12           15.    Of the 194 Plaintiffs, 149 submitted claims.  A list of the claimants and amounts  
13 to be paid to each of them is attached hereto as Exhibit 2.  
14

15           16.    Following the February 28 further settlement conference, Magistrate Judge Corely  
16 issued a February 29, 2012 Recommendation and Report wherein she recommended the  
17 dismissal of all claims brought by 40 of the Plaintiffs.  The Court adopted the Recommendation  
18 and Report and, by order dated March 5, 2012, dismissed without prejudice the Plaintiffs whose  
19 names appeared in the Recommendation and Report.  The City's Board of Supervisors approved  
20 the Settlement Agreement on September 25, 2012.  
21

22           17.    In re-checking the list of all claimants who will be paid following the Court's  
23 approval of this Stipulation, the parties determined that the list presented to Magistrate Corley  
24 did not include five (5) people who did not submit claims: Ronald Hill, Anthony Carreon, Jerry  
25 Chan, James Winter, and Gordon Wong.  These parties hereby request that the claims of these  
26 five individuals be dismissed, without prejudice.  
27  
28

1           18.     The Agreement presented to the Board included the list of the 149 individuals  
2 who submitted claims (such list is attached hereto as Exhibit 2). The Board approved payment  
3 to these 149 individuals.  
4

5           19.     In reviewing the list of the claims to be paid pursuant to this Stipulation, the  
6 parties determined that Marvetia Richardson, who was represented by separate counsel at the  
7 hearing before Magistrate Corley, was not included on the list of claimants approved by the  
8 Board of Supervisors. In order to ensure that Ms. Richardson is paid, Plaintiff's counsel has  
9 agreed to pay her claim, in the amount of \$357.61, out of the costs that have been allocated to  
10 Plaintiff's counsel under the settlement.  
11

12           20.     The Parties present the Court with this Stipulation re Final Approval of Settlement  
13 Agreement and Dismissal with Prejudice and **[Proposed]** Order. Thereon ("Stipulation and  
14 Order") through which they intend to finally resolve all claims asserted in this action based  
15 upon the terms set forth in the Settlement Agreement;  
16

17           21.     By entering into this stipulation and requesting Court approval, the parties do not  
18 intend that the Court should make any findings or determination regarding the Defendant's  
19 alleged violation of the FLSA, or any other federal or state law, regulation, order or rule. This  
20 Stipulation and Order, and any exhibits and any other documents or written materials prepared  
21 in conjunction with this Stipulation and Order, should not constitute evidence of, or any  
22 admission of any violation of the FLSA, or any other federal or state law, regulation, order, or  
23 rule by any Party.  
24

25           22.     Each Plaintiff has reviewed and executed the Settlement Agreement. Each  
26 Plaintiff had an opportunity to consult with an attorney concerning the Settlement Agreement,  
27 including the releases contained therein; acknowledge that she or he has read and understands  
28

1 the Settlement Agreement, agreed to its terms, signed the Settlement Agreement voluntarily and  
2 without coercion; and acknowledges that the release and waivers he or she has made therein are  
3 knowing, conscious and with full appreciation that he or she is forever foreclosed from pursuing  
4 any of the rights or claims so released or waived.  
5

6 23. The Parties jointly request the Court approve the terms and conditions of the  
7 Settlement Agreement and enter the Amended Stipulation and Order;

8 IT IS THEREFORE STIPULATED, by and between the Parties, through their respective  
9 counsel, that:  
10

- 11 1. The Settlement Agreement, which is incorporated herein by reference, is fair,  
12 reasonable and just in all respects as to the Plaintiffs, and the Court should  
13 therefore approve the Settlement Agreement and enter this Stipulation and Order;
- 14 2. The Court should reserve jurisdiction with respect to this action for the limited  
15 purpose of enforcing, if necessary, the Settlement Agreement;
- 16 3. The award of and allocation of costs should be as provided for in the Settlement  
17 Agreement. Plaintiffs' counsel has waived attorney's fees ;
- 18 4. The claims of Ronald Hill, Anthony Carreon, Jerry Chan, James Winter, and  
19 Gordon Wong shall be dismissed without prejudice;
- 20 5. The claim for Marvetia Richardson will be paid by Plaintiff's counsel, out of the  
21 costs allocated to Plaintiff's counsel under the Settlement;
- 22
- 23

24 ///

25 ///

26 ///

27 ///

1 6. Upon the Court's approval of the Settlement Agreement, this Action should be  
2 dismissed with prejudice.

3  
4 Dated: November 19, 2012 LEVY VINICK BURRELL HYAMS LLP

5  
6 /s/ \_\_\_\_\_  
7 Lesley Levy  
8 Sharon Vinick  
9 Attorneys for Plaintiffs

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10 STIPULATION RE APPROVAL OF SETTLEMENT

11 Case No.C 06-5604-THE

12 Shea Law Offices

13  
14 By: /s/ \_\_\_\_\_  
15 Mary Shea Hagebols  
16 Attorney for Plaintiffs

17 Dated: November 19, 2012

**DEPUTY CITY ATTORNEY OF  
SAN FRANCISCO**

18  
19 By: /s/ \_\_\_\_\_  
20 JONATHAN ROLNICK  
21 Attorney for the Defendant



# EXHIBIT 1

SETTLEMENT AGREEMENT, GENERAL RELEASE AND  
COVENANT NOT TO SUE

THIS SETTLEMENT AGREEMENT, GENERAL RELEASE AND COVENANT NOT TO SUE (hereafter "Agreement") relating to claims against and THE CITY AND COUNTY OF SAN FRANCISCO, its constituent departments (including the San Francisco Police Department), commissions, agencies, boards, predecessors, successors, subsidiaries, related entities, and current and former officers, directors, trustees, agents, employees and assigns (hereafter "the City"), is made between James Wilson and the 193 other plaintiffs identified in Exhibit A of the Agreement (hereafter referred to collectively and individually as "Plaintiffs") and the City.

WHEREAS, Plaintiffs have been or are employed by the City as police officers (Q2-Q4), sergeants (Q50), assistant inspectors (Q35), or inspectors (0380) with the San Francisco Police Department; and

WHEREAS, Plaintiffs claim that during and as a result of their employment with the City Plaintiffs suffered damages on account of wrongful conduct by the City including, without limitation, violation of the Fair Labor Standards Act ("FLSA"), 29 U.S.C. § 201, *et seq.*, and seek recovery of allegedly unpaid wages, liquidated damages, attorneys' fees and costs; and

WHEREAS, Plaintiffs sought compensation for allegedly pre- and post-shift activities including, but not limited to, the donning and doffing of their police uniforms and personal protective gear; and

WHEREAS, Plaintiffs filed the following complaint alleging violations of the Fair Labor Standards Act, 29 U.S.C. § 201, *et seq.*, in United States District Court for the Northern District of California: *James Wilson, et al. v. City and County of San Francisco*, Case No. C07-1016 PJH (the "Action"); and

WHEREAS, Plaintiffs brought the Action in a representative capacity under 29 U.S.C. § 216 on behalf of themselves and others similarly situated; and

WHEREAS, James Wilson and the 193 other individuals (as identified in Exhibit A) affirmatively opted to participate in the Action as individual plaintiffs; and

WHEREAS, the parties now desire to avoid the expense, burden and delay of litigation, and without admitting or acknowledging any liability, to resolve all of Plaintiffs' claims alleged in the Action, including but not limited to pre- and post-shift activities, and donning and doffing claims, fully and forever in consideration of the promises contained herein,

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. In exchange for the promises by Plaintiffs in this Agreement and complete settlement of the Action, the City will pay the total amount of Ninety Thousand Dollars and No Cents (\$90,000.00)(the "Settlement Amount") to be allocated as follows:

- (a) Sixty Thousand Dollars and No Cents (\$60,000.00) of the Settlement Amount shall be considered and treated as Plaintiffs' back wages. This sum shall be paid by means of separate check made payable to each Plaintiff in the amounts specified in Exhibit A, less applicable taxes and withholdings. These payments shall be considered back wages for the period May 4, 2004 through December 31, 2010;
- (b) Thirty Thousand Dollars and No Cents (\$30,000.00) of the Settlement Amount shall be considered and treated as plaintiffs' costs of suit. This amount shall be paid by means of a check made payable to the law firm of Dickson Levy Vinnick Burrell Hyams LLP, Tax Identification Number 27-1134178.

Plaintiffs acknowledge and agree:

- (a) The allocation of the Settlement Amount as provided in Paragraphs 1(a), 1(b) and 1(b) is a fair and reasonable resolution of the *bona fide* dispute between Plaintiffs and the City regarding alleged unpaid overtime under the FLSA;
- (b) Under the Ninth Circuit Court of Appeals' decision in *Bamonte v. City of Mesa*, 598 F.3d 1217 (9<sup>th</sup> Cir. 2010), donning and doffing is not compensable if, as is the current policy and practice in the City's Police Department, it is not mandated by the City to be performed at an officer's district station or other place of work;

- (c) The Settlement Amount set forth in Paragraph 1(a) is for disputed claims regarding alleged uncompensated pre- and post-shift activities other than the donning and doffing of Plaintiffs' uniforms and personal protective equipment; and
- (d) Going forward, Plaintiffs will abide by Department General Order 11.01 by submitting to their commanding officer, without delay and upon completion of the overtime worked, a compensation request form for all work performed in excess of their normally scheduled watch or work week, including any pre- or post-shift activities that Plaintiffs claim is compensable work.

2. (a) In consideration of the foregoing promises and for other good and sufficient consideration Plaintiffs, for Plaintiffs, Plaintiffs' heirs, executors, administrators, assigns and successors, fully and forever releases and discharges the City, its constituent departments (including the San Francisco Police Department), commissions, agencies, boards, predecessors, successors, subsidiaries, related entities, and current and former officers, directors, trustees, agents, employees and assigns (collectively "Releasees") from any and all liabilities, claims, demands, contracts, debts, damages, acts or omissions, obligations and causes of action of every nature, kind and description, in law, equity, or otherwise, whether or not now known or unknown, which heretofore do or may exist, in any way arising out of, connected with or related in any way to claims asserted in the Action, or which could have been asserted based upon or related to the facts alleged in the Action, including but not limited to any claims for overtime compensation for donning and doffing and other pre- and post-shift activities, the Action, the negotiation or execution of this Agreement, up to and including the date that Plaintiffs sign this Agreement (the "Signature Date")(hereinafter, the "Released Claims"). The release in this paragraph includes but is not limited to release of any matter, cause or thing arising out of, relating to, or connected with the Action, and any and all lawsuits and claims, charges and grievances brought by Plaintiffs against any Releasee not set forth herein, and all past, pending or contemplated administrative charges relating to or arising from claims asserted in the Action, or which could have been asserted based upon or related the the facts alleged in the Action,

through the Signature Date.

(b) The release contained in this Paragraph 2 is a complete and general release that will forever bar Plaintiffs from pursuing any released claims or rights against any Releasee with respect to the Released Claims. Plaintiffs covenants not to sue or otherwise institute or in any way actively participate in or voluntarily assist in the prosecution of any legal or administrative proceedings against any Releasee with respect to any of the Released Claims. Plaintiffs understand and agree that Plaintiffs are waiving any rights Plaintiffs may have had, now have, or in the future may have to pursue any and all remedies available to Plaintiffs under any cause of action arising out of, connected with or in any way related to Plaintiffs' Released Claims, and which arose at any time through the Signature Date. Such causes of action shall include without limitation claims for violation of the Fair Labor Standards Act, violation of the provisions of the California Labor Code related to the payment of wages, the City's Charter, Administrative Code, ordinances, Civil Service Commission Rules and other City enactments, and any memorandum of understanding covering Plaintiffs' employment with the City.

(c) Plaintiffs understand and expressly agree that the release contained in this Paragraph 3 extends to all Released Claims of every nature and kind, known or unknown, suspected or unsuspected, past, present or future Any and all rights under Section 1542 of the California Civil Code or any analogous state law or federal law or regulation are hereby expressly waived as to the Released Claims. Said Section 1542 of the Civil Code of the State of California, reads as follows:

**A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.**

3. In further consideration of the foregoing, Plaintiffs hereby agree, acknowledge and recognize that this Agreement is a "no fault" settlement in light of disputed claims, and that nothing contained in this Release shall constitute or be treated as an admission of liability or

wrongdoing by Plaintiffs or the City, which liability or wrongdoing is expressly denied by all parties.

4. Plaintiffs represent that either (a) there are no existing liens or partial liens in existence, including without limitation any attorney's fees, medical reimbursement, unemployment or disability compensation liens, which attach to the Action, the amounts specified in this Agreement, or to any recovery paid to Plaintiffs in connection with the settlement of the Action, nor is any person or entity entitled to establish a lien for any payment or payments they have made or will make to Plaintiffs on behalf of Plaintiffs as a consequence of any of the matters arising out of or connected with Plaintiffs' claims for unpaid wages by the City, or the Action, or (b) to the extent there are any such liens, Plaintiffs will pay and retire all such liens out of the Settlement Amount. Plaintiffs agree to defend, indemnify and hold harmless the City against any and all claims by any person or entity purporting to hold any lien, interest, or other claim, whether for medical care, unemployment and/or disability compensation, attorneys' fees, or otherwise, involving Plaintiffs and arising from or connected with Plaintiffs' claims for unpaid wages by the City, or the Action.

5. Plaintiffs represent and warrant that Plaintiffs have full power to make the releases and agreements contained herein. Plaintiffs expressly represent and warrant that Plaintiffs have not assigned, encumbered or in any manner transferred all or any portion of the claims covered by the releases and agreements contained herein. Plaintiffs acknowledge and agree that this warranty and representation is an essential and material term of this Agreement. Plaintiffs agree to indemnify the affected Releasee for any claims brought against any Releasee by purported assignees of Plaintiffs, including costs of judgment and reasonable attorneys' fees.

6. Plaintiff acknowledges that this Agreement is contingent upon the occurrence of the following events in the following order:

(a) Preliminary Approval of the settlement commemorated in the Agreement by the District Court;

(b) Approval of the Agreement or a dismissal of all claims by Plaintiffs identified

in Exhibit A by execution of a Settlement Agreement and Release Form attached as Exhibit B (Release);

(c) Approval by the San Francisco Police Commission and Board of Supervisors;

(d) Final Approval of the settlement commemorated in the Agreement by the District Court and entry of an order dismissing the Action with prejudice.

7. If all 194 Plaintiffs identified in Exhibit A do not execute the Release, the City may, at its sole option, elect to remove the condition of having all 194 Plaintiffs execute the release, and to make the agreement binding as to all Plaintiffs who execute the release, and their counsel. Plaintiffs and their counsel agree to make all reasonable, diligent and good faith efforts to secure an executed Release from all Plaintiffs including seeking the assistance of the Court's Alternative Dispute Resolution process. In the event all Plaintiffs do not execute the Release and the City elects to remove the condition of having all 194 Plaintiffs execute the release and to make the Agreement binding as to those Plaintiffs who do execute the release, the City will deduct from the Settlement Amount the sum(s) specified in Exhibit A as payable to the Plaintiffs who have not executed the Release.

8. Plaintiffs and their counsel shall be responsible for preparation and filing of any motion or stipulation for Preliminary Approval and Final Approval of the settlement. Upon receipt of the Settlement Amount, unless the District Court has previously dismissed the Action or the Action is subject to a conditional order of dismissal, Plaintiffs' and their counsel shall promptly move for Final Approval of the settlement and an order dismissing the Action with prejudice. In addition, Plaintiffs represent that there are no outstanding administrative charges or complaints which are or may be pending relating to Plaintiffs' Released Claims against the City through the Signature Date. To the extent any such charges or complaints have been or are filed on Plaintiffs' behalf, Plaintiffs agree to dismiss or withdraw any such charges or complaints with prejudice. Plaintiffs expressly acknowledge that the list of outstanding litigation may not be exhaustive, but Plaintiffs nevertheless agrees to dismiss with prejudice all

litigation, claims, grievances, and administrative charges of any nature, kind and description against any Releasee which arise out of the Released Claims.

9. In consideration for the payment of costs as set forth in Paragraph 1(b), and except as provided therein, Plaintiffs' and their counsel waive any and all claims to attorneys' fees, legal expenses or costs, and Plaintiffs' counsel shall not seek for themselves or on behalf of any Plaintiff(s) who fails to execute a Release any attorneys' fees, legal expenses or costs accrued up to and including the date the District Court issues an order for Final Approval of the Agreement. The City shall bear its own attorneys' fees, legal expenses and costs as to any Plaintiff who executes a Release but does not waive such fees, expenses and costs as to any Plaintiff who does not execute a Release.

10. The City shall deliver to the Law Firm checks for the Settlement Amounts identified in Paragraphs 1(a), and 1(b). With respect to the Settlement Amounts identified in Paragraph 1(a), the City will prepare individual checks to each Plaintiff in the amounts set forth in Exhibit A. Plaintiffs acknowledge and agree that Plaintiffs endorsement of the check shall constitute acknowledgement of receipt of all back wages due and satisfaction of the City's obligations under the Agreement. The parties acknowledge that this Agreement constitutes the sole agreement in this matter, that it supersedes any prior oral or written agreements, and that it may be modified only by a writing signed by all parties to this Agreement, and approved by the San Francisco Board of Supervisors.

11. If any provision of this Agreement is found to be unenforceable, then the remaining provisions shall remain valid and enforceable.

12. The parties agree that the United States District Court for the Northern District of California will have jurisdiction to enforce this Agreement. All disputes arising out of this Agreement shall be resolved by the United States District Court for the Northern District of California.

13. Plaintiffs acknowledge that Plaintiffs have the right to consult with an attorney concerning this Agreement, including the releases contained herein.

14. Plaintiffs acknowledge that Plaintiffs have read and understand this Agreement and that Plaintiffs agree to its terms and signs this Agreement voluntarily and without coercion. Plaintiffs further acknowledge that the release and waivers Plaintiffs have made herein are knowing, conscious and with full appreciation that Plaintiffs are forever foreclosed from pursuing any of the rights or claims so released or waived.

15. This Agreement has been reviewed by the parties and their respective attorneys, and each have had full opportunity to negotiate the contents of this Agreement. The parties each waive any common law and statutory rule of construction that ambiguity should be construed against the drafter of this Agreement, and agree that the language in all parts of this Agreement shall be in all cases be construed as a whole, according to its fair meaning.

16. All exhibits attached and referenced in this Agreement are incorporated into the Agreement as if fully set forth herein.

17. This Agreement may be executed in any number of counterparts, each of which may be deemed an original and all of which together shall constitute a single instrument.

DATED: \_\_\_\_\_

\_\_\_\_\_  
GREG SUHR  
CHIEF OF POLICE  
SAN FRANCISCO POLICE  
DEPARTMENT

APPROVED AS TO FORM AND SUBSTANCE:

SHEA LAW OFFICES

By: Mary Shea Hagebols  
MARY SHEA HAGEBOLS  
Attorneys for Plaintiffs

DATED: 8 May 2012

LEVY VINICK BURRELL HYAMS, LLP

By:   
SHARON R. VINICK  
Attorneys for Plaintiffs

DATED: May 8, 2012

DENNIS J. HERRERA  
City Attorney

By:   
JONATHAN C. ROLNICK  
Deputy City Attorney

DATED: 5.24.12

By: \_\_\_\_\_  
ELIZABETH S. SALVESON  
Chief Labor Attorney

DATED: \_\_\_\_\_

Attorneys for Defendant  
City and County of San Francisco

# EXHIBIT A

REDACTED

A	B	C	D	E	F	G	H	I
LAST NAME	FIRST NAME	RANK	ACTIVE / INACTIVE	ADDRESS			DATE FILED	DATE SIGNED
1	Adams	James A.	Q. 4	I			4/28/2008	4/10/2008
2	Allen	Nicholas M.	Q. 52	I			4/10/2008	3/22/2008
3	Amigo	Guillermo	Q. 4	A			9/9/2008	5/3/2008
4	Auyoung	Darrell J.	Q. 4	A			4/10/2008	4/2/2008
5	Baca	Alane B.	Q. 4	A			4/10/2008	3/12/2008
6	Bailey	Wade D.	Q. 4	A			4/10/2008	3/11/2008
7	Bakerian	Robert	Q. 2	I			4/28/2008	4/3/2008
8	Balinton	E. R.	Q. 4	A			4/10/2008	3/11/2008
9	Barron	Brian A.	Q. 4	A			4/10/2008	3/21/2008
10	Bartel	Keith E.	Q. 2	A			4/10/2008	3/27/2008
11	Becker	Michael D.	0382	A			4/10/2008	undated
12	Bolte	Mike G.	Q. 4	A			4/10/2008	3/10/2008
13	Bonner	Carl A.	0382	A			4/10/2008	3/11/2008
14	Bonnet	Robert R.	Q. 4	A			4/10/2008	3/14/2008
15	Bonnicci	Charles A.	Q. 4	A			4/10/2008	3/16/2008
16	Bosch	James G.	0382	A			4/10/2008	3/11/2008
17	Brogan	Jeffrey P.	Q. 3	I			4/10/2008	3/11/2008
18	Brown	Donald A.	Q. 2	I			4/10/2008	3/10/2008
19	Buelow	Timothy J.	Q. 3	A			4/10/2008	3/10/2008
20	Cadigan	Lori A.	0382	A			4/10/2008	3/11/2008
21	Canedo	Kenneth J.	Q. 4	A			4/10/2008	3/14/2008
22	Caracciolo	Eric P.	Q. 4	A			4/16/2008	3/29/2008
23	Catlett	Jonathon S.	Q. 2	A			4/10/2008	3/14/2008
24	Chani	Charles C.	Q. 4	A			5/5/2008	3/29/2008
25	Chandra	Nathan B.	Q. 4	A			9/9/2008	4/1/2008
26	Ching	Mukesh	Q. 4	I			8/2/2007	7/20/2007
27	Cohen	Randall S.	Q. 4	A			4/10/2008	3/12/2008
28	Collins	Andrew L.	Q. 4	I			5/4/2007	TBD
29	Collins	Michael P.	Q. 3	I			5/4/2007	TBD
30	Cook	Clifford L.	0382	A			4/10/2008	3/13/2008
31	Cordova	Carlos A.	Q. 2	A			5/7/2008	5/5/2008
32	Custer	James J.	0382	A			4/10/2008	3/14/2008
33	Daggs	Murray P.	Q. 2	A			4/16/2008	4/1/2008
34	Damonte	Christopher	Q. 4	A			4/10/2008	3/10/2008
35	Deleon	Robert A.	Q. 4	A			4/10/2008	3/12/2008
36	Dennes	Paul A.	Q. 4	A			4/10/2008	3/17/2008
37	Diquisto	Gary J.	Q. 4	A			4/10/2008	3/10/2008
38	Flores	Severo N.	Q. 4	I			4/11/2008	3/10/2008
39	Fong	Lewis G.	Q. 4	A			4/28/2008	4/15/2008
40	Frazier	Robert	Q. 3	A			4/10/2008	3/11/2008

REDACTED

A		B		C	D	E	F	G	H	I
LAST NAME	FIRST NAME	RANK	ACTIVE / INACTIVE	ADDRESS	DATE FILED	DATE SIGNED				
1										
42	Gaan	James P.	Q. 4	I		TBD				
43	Gaffud	Edwih	Q. 3	A		3/19/2008				
44	Gallegos	Michael J.	Q. 52	I		3/10/2008				
45	Glin	David	Q. 4	A		3/15/2008				
46	Gomez	Juan R.	Q. 2	A		3/4/2008				
47	Greely	Daniel U.	Q. 52	A		3/10/2008				
48	Greiner	Robert B.	Q. 3	A		4/8/2008				
49	Griffin	Sean	Q. 2	A		3/17/2008				
50	Guerrero	James S.	Q. 2	I		3/30/2008				
51	Guillermo	Robert D.	Q. 52	A		3/10/2008				
52	Halley	Tammy M.	Q. 52	A		3/27/2008				
53	Harmston	Clayton	Q. 4	A		3/26/2008				
54	Hill	Ronald E.	Q. 3	A		3/10/2008				
55	Hollis	Perry R.	Q. 4	I						
56	Hughes	Michael L.	Q. 52	I		2/19/2008				
57	Hurwitz	Amy L.	Q. 2	A		3/11/2008				
58	Jee	Dennis	Q. 4	A		3/19/2008				
59	Jew	Winfred	Q. 4	I		3/30/2008				
60	Johnson	Bartholomew G.	Q. 4	A		3/17/2008				
61	Johnson	David W.	Q. 52	A		3/9/2008				
62	Keesor	John R.	Q. 4	A		3/15/2008				
63	Kwan	Patrick	Q. 52	A		3/10/2008				
64	Lang	Wayne W.	Q. 2	I		3/12/2008				
65	Lee	Dean	Q. 4	A		3/11/2008				
66	Lee	Frank S.	382	A		4/5/2008				
67	Lee	Richard W.	Q. 4	A		3/10/2008				
68	Leiva, Jr.	Fernando G.	Q. 2	A		3/13/2008				
69	Leung	Robert K.	Q. 4	A		3/11/2008				
70	Lewis	James	Q. 3	A		3/25/2008				
71	Lewis	John F.	Q. 52	A		4/1/2008				
72	Lock	Raymond L.	Q. 52	A		5/5/2008				
73	Louie	Timmy S.	Q. 4	A		3/18/2008				
74	Lu	Roger	Q. 4	A		3/11/2008				
75	Lucia	Paul M.	Q. 2	I		3/16/2008				
76	Machi	Mario	Q. 3	I		3/10/2008				
77	Maes	Steven D.	Q. 4	A		3/25/2008				
78	Maguina	Zolia R.	Q. 4	A		4/5/2008				
79	Matonchi	Steven J.	Q. 3	A		3/18/2008				
80	Mariles	Boaz S.	Q. 2	A		3/14/2008				
81	Martinez	Dennis M.	Q. 4	A		3/17/2008				

REDACTED

	A	B	C	D	E	F	G	H	I
	LAST NAME	FIRST NAME	RANK	ACTIVE / INACTIVE	ADDRESS			DATE FILED	DATE SIGNED
82	Mayer	Timothy J.	Q. 4	I				4/15/2008	3/11/2008
83	McCoy	James P.	Q. 4	I				4/15/2008	3/12/2008
84	Mendez	Francisco J. (F.J.)	Q. 4	I				4/15/2008	3/11/2008
85	Merrino	Robert N.	Q. 4	A				4/16/2008	3/29/2008
86	Moody	Michael	Q. 4	A				4/15/2008	3/10/2008
87	Moore	Timothy R.	Q. 4	A				4/15/2008	3/12/2008
88	Moriwaki	Keita E.	Q. 3	A				5/6/2008	4/28/2008
89	Moss	Steven T.	Q. 4	A				11/5/2007	9/25/2007
90	Newbeck	Gerald B.	Q. 2	A				4/15/2008	3/25/2008
91	Ng	Stewart	Q. 4	A				4/28/2008	4/16/2008
92	Noto	Joseph A.	Q. 4	A				4/15/2008	3/25/2008
93	O'Malley	Kevin M.	Q. 4	A				4/15/2008	3/12/2008
94	Ortiz	Luis	Q. 2	A				4/15/2008	3/11/2008
95	Oryall, Sr.	Jordan		A				9/9/2008	4/26/2008
96	O'Shea	Daniel D.	Q. 4	A				4/15/2008	3/12/2008
97	O'Toole	Edward P.	Q. 4	A				5/5/2008	4/28/2008
98	Palma	Michael A.	Q. 3	A				4/15/2008	3/9/2008
99	Pandolfi	James T.	Q. 4	A				4/15/2008	3/18/2008
100	Pandolfi	Karen E.	Q. 4	A				4/15/2008	3/18/2008
101	Parry	David P.	Q. 4	A				4/15/2008	TBD
102	Payne	Carl A.	Q. 2	A				4/16/2008	3/30/2008
103	Peters	Judith M.	Q. 4	A				4/15/2008	3/17/2008
104	Peters	Roger D.	Q. 4	A				4/15/2008	4/2/2008
105	Pinon	Jesus	Q. 4	I				4/15/2008	3/27/2008
106	Pon	William B.	Q. 2	A				4/15/2008	3/10/2008
107	Primiano	Michele	Q. 2	A				9/9/2008	4/1/2008
108	Propst	John S.	Q. 4	I				4/15/2008	3/10/2008
109	Ramirez	Gerald A.	Q. 4	I				4/15/2008	3/11/2008
110	Ratti	Lawrence H.	Q. 52	I				4/15/2008	3/10/2008
111	Ratto	Steven C.	Q. 4	A				4/15/2008	3/12/2008
112	Rebolini	Michael A.	Q. 4	A				5/4/2007	TBD
113	Reyes	Nelson J.	Q. 4	A				4/15/2008	3/10/2008
114	Richardson	Marvetia L.	0382	I				4/15/2008	3/15/2008
115	Rios	Holly W.	Q. 3	A				4/15/2008	3/10/2008
116	Schaefer	Chris D.	Q. 3	A				4/15/2008	3/11/2008
117	Schiefer	Catherine	Q. 3	A				4/15/2008	3/14/2008
118	Sevilla	Lionel N.	Q. 3	A				4/15/2008	3/13/2008
119	Shanahan	Steven R.	Q. 52	I				4/15/2008	3/18/2008
120	Shao	Raymond M.	Q. 2	I				4/15/2008	3/8/2008
121	Shishmanian	H. V.	Q. 4	I				4/15/2008	3/10/2008

REDACTED

	A	B	C	D	E	F	G	H	I
	LAST NAME	FIRST NAME	RANK	ACTIVE/ INACTIVE	ADDRESS			DATE FILED	DATE SIGNED
1									
122	Shockley	Donald L.	Q382	I				4/15/2008	3/16/2008
123	Spagnoli	Angelo J.	Q. 4	A				5/5/2008	4/21/2008
124	Sylvestre	Glenn R.	382	I				4/15/2008	3/10/2008
125	Syme	John	Q.52	A				4/15/2008	3/10/2008
126	Taylor	Dean H.	Q.37	A				4/15/2008	3/14/2008
127	Thoshinsky	Peter A.	Q.52	A				4/15/2008	3/12/2008
128	Totah	Nadim P.	Q382	A				4/15/2008	3/10/2008
129	Totah	Robert J.	Q.52	A				4/15/2008	3/12/2008
130	Valmonte	Matthew J.	Q. 3	A				4/15/2008	3/10/2008
131	Webb	John J.	Q. 4	A				4/15/2008	3/13/2008
132	Williams	Candice E.	Q. 4	A				5/6/2008	5/5/2008
133	Williams, Jr.	Damon V.	Q. 4	A				4/15/2008	3/12/2008
134	Wilson	James T.	Q. 4	A				4/15/2008	TBD
135	Wong	Kurtis A.	Q. 4	A				4/15/2008	3/27/2008
136	Wood	Barry L.	Q. 4	A				4/15/2008	3/14/2008
137	Wright	David	Q. 4	I				11/5/2007	9/6/2007
138	Wronski	Jack Z.	Q. 4	A				8/2/2007	5/5/2007
139	Zachos	Constantine J.	Q. 4	A				4/15/2008	3/12/2008
140	Zerga	James P.	Q382	I				4/15/2008	3/11/2008
141	Atkinson	Lynne A.	Q382	I				4/10/2008	3/11/2008
142	Bakerian	Richard S.	Q. 2	I				4/10/2008	3/10/2008
143	Balovich	James E.	Q382	I				4/10/2008	3/17/2008
144	Brennan	Sean	Q. 4	I				4/10/2008	3/19/2008
145	Carreon	Anthony J.	Q. 2	I				4/10/2008	3/10/2008
146	Chan	Jerry K.	Q. 2	I				4/16/2008	4/11/2008
147	Clevidence	Robert R.	Q.51	I				4/10/2008	3/10/2008
148	Delkorre	Robert J.	Q.52	I				4/10/2008	3/10/2008
149	Detimofeev	Paul J.	Q. 4	I				5/4/2007	TBD
150	Fitzgerald-Wermes	Pamela	Q382	I				4/10/2008	3/18/2008
151	Fong	Vincent	Q. 2	I				4/10/2008	3/10/2008
152	Fontenot	Andre L.	Q.51	I				4/10/2008	3/10/2008
153	Frost	Lawrence D.	Q. 4	I				4/10/2008	3/10/2008
154	Glembot	Robert H.	Q. 4	I				4/11/2008	3/11/2008
155	Gotchet	Kevin M.	Q. 3	I				4/28/2008	4/15/2008
156	Guzman	Ricci J.	Q. 2	I				4/11/2008	3/10/2008
157	Hartman	Kenneth E.	Q. 3	I				4/11/2008	3/10/2008
158	Horne	James M.	Q. 4	I				4/11/2008	3/18/2008
159	Huey	Terry Y.	Q. 4	I				4/11/2008	3/10/2008
160	Isble	Jeffery C.	Q. 4	Deceased				4/15/2008	4/11/2008

REDACTED

A	B	C	D	E	F	G	H	I
LAST NAME	FIRST NAME	RANK	ACTIVE/ INACTIVE	ADDRESS			DATE FILED	DATE SIGNED
1								
161	Le	Khanh H. Q. 2	I				4/11/2008	3/15/2008
162	Lee	Gary W. Q. 2	I				4/15/2008	3/15/2008
163	Lee	Michael D. Q.52	I				4/15/2008	3/11/2008
164	Lui	Kenneth S. Q. 2	I					
165	Lynch	Geoffrey W. Q. 2	I				4/15/2008	3/26/2008
166	Mattox	Robert E. Q. 4	I				4/15/2008	3/10/2008
167	McCann	Alan R. Q. 2	I				4/15/2008	3/13/2008
168	Melendez	Rose M. Q. 4	I				4/15/2008	3/24/2008
169	Miller	Dwayne A. Q. 3	I				4/15/2008	3/6/2008
170	Mitchell	Bruce A. Q. 2	I				4/15/2008	4/3/2008
171	Mojica	Vickie R. Q. 2	I				4/15/2008	3/12/2008
172	Morgan	Jeremiah W. Q.52	I				8/2/2007	6/25/2007
173	Moses	Richard L. Q. 4	I				4/15/2008	3/14/2008
174	Nelson	Anthony D. Q. 4	I				4/15/2008	3/14/2008
175	Oryall	Cora E. Q. 4	I				4/15/2008	3/14/2008
176	Osborne	Samuel R. Q. 4	I				4/15/2008	3/10/2008
177	Parenti	John F. Q. 4	I				4/15/2008	3/8/2008
178	Pioli	Larry A. Q. 4	I				4/15/2008	3/28/2008
179	Pyne	William E. Q. 4	I				4/15/2008	3/10/2008
180	Ratcliffe	Kevin W. Q. 2	I				4/15/2008	3/17/2008
181	Rybak	Shawn C. Q. 2	I				4/15/2008	3/11/2008
182	Shanahan	Timothy J. Q.4	I				4/15/2008	3/20/2008
183	Sheehan	Richard G. Q. 4	I				4/15/2008	3/10/2008
184	Siragusa	Peter J. Q.382	I				4/15/2008	3/9/2008
185	Smith	Michael S. Q. 4	I				4/15/2008	3/20/2008
186	Vanwinkle	Richard Q. 4	Deceased				4/15/2008	3/10/2008
187	Velasquez	Johnny Q.52	I				4/15/2008	3/14/2008
188	White	Patrick J. Q.382	Deceased				4/15/2008	3/12/2008
189	Winters	James M. Q. 3	I				4/15/2008	3/26/2008
190	Wisner	Earl E. Q.382	I				4/15/2008	3/10/2008
191	Wong	Gordon Q. 2	I				4/15/2008	3/25/2008
192	Wong	Marshall E. Q. 4	I				4/15/2008	3/10/2008
193	Wood	Robert J. Q. 4	I				4/15/2008	3/18/2008
194	Yip	Wayman C. Q. 4	I				4/15/2008	3/17/2008
195	Young	James R. Q. 2	I				4/15/2008	3/29/2008

# EXHIBIT B

EXHIBIT B

SETTLEMENT AGREEMENT AND RELEASE

*James Wilson, et al. v. City and County of San Francisco,*  
United States District Court Case No. C07-1016 PJH

INDIVIDUAL SIGNATURE PAGE

I, the undersigned, by signing below, acknowledge, understand and agree to all of the terms and conditions contained in the "Settlement Agreement, General Release and Covenant Not to Sue," (the Agreement) as set forth in the preceding 10 pages. I have sought the advice of my counsel with respect to any questions I might have regarding the Agreement and my rights and obligations.

I understand that my acceptance of back wages allegedly due under the Fair Labor Standards Act means that I have given up any right I may have to bring suit for such back wages under Section 16(b) of that Act. Section 16(b) provides that an employee may bring suit on his or her own behalf for unpaid minimum wages and/or overtime compensation and an equal amount as liquidated damages, plus attorney's fees and court costs. Generally, a two year statute of limitations applies to the recovery of back wages.

By signing below, I agree to both forever settle my claim for overtime compensation under the Fair Labor Standards Act which were asserted in the Action, or which could have been asserted based upon or related to the facts alleged in the Action and to forever dismiss this lawsuit. I voluntarily sign below after investigating the facts as I saw fit and based on my own decision. No one forced me to sign this Agreement.

Dated: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Current Mailing Address: \_\_\_\_\_  
\_\_\_\_\_

# EXHIBIT 2

JAMES WILSON v. CITY AND COUNTY OF SAN FRANCISCO  
 United States District Court Case No. C07-01016 PJH

**EXHIBIT B**  
Settlement Amounts

Name	Settlement Amount
James A Adams	325.37
Nicholas M Allen	146.56
Lynne A Atkinson	181.74
Alane B Baca	438.22
Wade D Bailey	438.22
Richard S Bakerian	82.07
Robert Bakenan	74.75
E R Balinton	438.22
James E Balovich	60.09
Brian A Barron	438.22
Keith E Bartel	438.22
Mike G Bolte	438.22
Carl A Bonner	438.22
Robert R Bonnet	438.22
James G Bosch	438.22
Jeffrey P Brogan	325.37
Donald A Brown	36.64
Timothy J Buelow	438.22
Lori A Cadigan	438.22
Eric P Caracciolo	438.22
Jonathon S Catlett	438.22
Randall S Ching	438.22
Andrew L Cohen	400.11
Michael P Collins	426.5
Clifford L Cook	438.22
James J Custer	438.22
Christophe Damonte	438.22
Robert A Deleon	438.22
Robert J Del Torre	68.88
Paul A Dennes	438.22
Paul J Detimofeev	93.8
Gary J Diquisto	438.22
Pamela Fitzgerald Wermes	127.51
Severo N Flores	426.5
Lewis G Fong	438.22
Vincent Fong	102.59
Andre L Fontenot	359.08
Robert Frazier	438.22
Lawrence D Frost	189.06
James P Gaan	234.5
Edwin V Gaffud	438.22
Michael J Gallegos	438.22
David Gin	400.11
Robert H Glembot	197.86
Juan R Gomez	438.22
Daniel U Greely	438.22
James S Guerrero	247.69
Robert D Guillermo	438.22
Ricci J Guzman	79.14
Tammy M Halley	438.22

JAMES WILSON v. CITY AND COUNTY OF SAN FRANCISCO  
 United States District Court Case No. C07-01016 PJH

EXHIBIT B  
Settlement Amounts

Name	Settlement Amount
Clayton A Harmston	438.22
Perry R Hollis	367.87
Michael L Hughes	438.22
Amy L Hurwitz	438.22
Jeffery C Isble	139.23
Winfred Jew	238.9
Bartholomew Johnson	438.22
John R Keesor	438.22
Patrick Kwan	438.22
Wayne W Lang	57.16
Dean K Lee	438.22
Frank S Lee	438.22
Michael D Lee	67.42
Richard W Lee	438.22
Fernando G Leiva Jr	306.31
Robert K Leung	438.22
James Lewis	438.22
John F Lewis	438.22
Raymond L Lock	438.22
Timothy G Louie	20.52
Roger Lu	438.22
Paul M Lucia	68.88
Kenneth S Lui	233.03
Mario Machi	318.04
Steven D Maes	438.22
Zoila R Maguina	438.22
Dennis M Martinez	438.22
Robert E Mattox	96.73
Timothy J Mayer	382.53
Alan R McCann	102.59
James P McCoy	253.55
Rose M Melendez	105.52
F J Mendez	240.36
Dwayne A Miller	115.78
Bruce A Mitchell	21.98
Vickie R Mojica	41.04
Timothy R Moore	438.22
Jeremiah W Morgan	177.34
Keita E Moriwaki	438.22
Richard L Moses	0
Steven T Moss	438.22
Anthony D Nelson	38.11
Gerald B Newbeck	438.22
Stewart Ng	438.22
Joseph A Noto	438.22
Kevin M Omalley	438.22
Luis E Ortiz	438.22
Jordan Oryall Sr	438.22
Samuel R Osborne	98.2
Daniel D Oshea	438.22
Edward P Otooile	291.66

JAMES WILSON v. CITY AND COUNTY OF SAN FRANCISCO  
 United States District Court Case No. C07-01016 PJH

**EXHIBIT B**  
**Settlement Amounts**

<b>Name</b>	<b>Settlement Amount</b>
James T Pandolfi	438.22
Karen E Pandolfi	213.98
David P Parry	438.22
Carl A Payne	438.22
Roger D Peters	438.22
Jesus Pinon	438.22
Larry A Piol	106.99
Michele A Primiano	438.22
John S Propst	215.45
William E Pyne	30.78
Gerald A Ramirez	285.8
Lawrence H Ratti	364.94
Steven C Ratto	438.22
Michael A Rebolini	438.22
Nelson J Reyes	438.22
Holly W Rios	438.22
Shawn C Rybak	111.39
Chris D Schaefer	438.22
Catherine Schiefer	438.22
Steven R Shanahan	215.45
Timothy J Shanahan	93.8
Richard G Sheehan	60.09
H V Shishmanian	438.22
Donald L Shockley	291.66
Peter J Siragusa	95.27
Angelo J Spagnoli	438.22
Glenn R Sylvester	438.22
Dean H Taylor	438.22
Peter A Thoshinsky	438.22
Nadim P Totah	216.91
Robert J Totah	438.22
Matthew J Valmonte	438.22
Richard Vanwinkle	67.42
Johnny Velasquez	0
John J Webb	438.22
Patricia A White	438.22
Candice E Williams	438.22
Damon V Williams Jr	438.22
Earl E Wismer	115.78
Kurtis A Wong	438.22
Marshall E Wong	0
Barry L Wood	438.22
Robert J Wood	63.02
David Wright	221.31
Jack Z Wronski	438.22
Wayman C Yip	95.27
James R Young	68.88
James P Zerga	274.07
<b>Total</b>	<b>\$47,072.75</b>