

Exhibit A

Fully Executed Settlement Agreement And Release of Claims

SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This Settlement Agreement and Mutual Release (“Agreement”) is entered into by and between Defendant City of Upland (“City”) and Claimants Jason Alexander, Andrei Alexandrescu, Joseph Armendariz, Christopher Askew, Thomas Barilla, Joseph Barna, Andrea Binley, Christopher Brookhart, Michael Carney, Patricia Cauthen, Jonathan Churchick, Michael Daignault, Jessica DeVries, Brett Dickerson, Travis Foster, Nathan Foster, Dustin Foulks, Ryan Gardy, Dustin Griffin, Matthew Gulserian, Karl Hegle, John Hurt, Mike Johnson, Paul Kramer, Leonard Lattimore, Sean Markey, Brad McCaulley, Thomas Melendrez, Nima Homayounieh, Melanie Munns, Krista Pope, Jesse Quinalty, Bill Rozinka, Jeff Schneider, Charles Skaggs, Joseph Tambe, Nicholas Vasquez, Craig Warren, and Dennis Weaver (collectively, “Claimants”), (City and Claimants are collectively referred to as the “Parties” to the Agreement). This Agreement is binding on the Effective Date set forth below.

RECITALS

- A. Whereas, Claimants were employed by the City; and
- B. Whereas, on December 10, 2018 the Parties entered into a tolling agreement regarding the statute of limitations for any Fair Labor Standards Act (29 U.S.C. § 201, *et seq.*, “FLSA”) claim that the Claimants may have against the City for alleged failure to pay overtime to Claimants that was based on a regular rate of pay that allegedly was required to include cash-in-lieu of health benefits and holiday-in-lieu pay, which is said to have arisen during their employment with the City; and
- C. Whereas, the Claimants have made said FLSA claim and sought recovery of allegedly unpaid overtime pay and liquidated damages under a three-year statute of limitations, as well as attorneys’ fees and costs (“Claim”); and
- D. Whereas, the Claimants allege that the City violated the FLSA by miscalculating their regular rates of pay, which is said to have resulted in underpayments of overtime pay to these former non-exempt employees. Claimants allege that the City failed to include in its calculation of their regular rate of pay all forms of remuneration, including but not limited to payments in lieu of medical benefits (“cash-in-lieu”) and payments in lieu of holiday time compensation (“holiday-in-lieu”), at any time for the period three years before the tolling agreement between the Parties was entered; and
- E. Whereas, the City denies that it violated the FLSA as alleged by the Claimants; and
- F. Whereas, City began to include cash in lieu of health benefits in the regular rate beginning in July 2017; and

G. Whereas, the City controverts Claimants' claims in all respects, and the applicability of the FLSA as alleged in the Claim, as well as the applicable level of alleged unpaid overtime, and all other claims, allegations, and requests for damages are disputed; and

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

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

J. Whereas, the potential recovery should the Parties engage in litigation and, ultimately, trial, remains unknown, but the Parties believe that the terms of this Agreement are consistent with and within the range of a reasonable result that Claimants might expect to obtain if they prevailed after a trial; and


K. Whereas, as a result of their negotiations, the Parties wish to settle the Claimants' FLSA claims as described herein and resolve and release all disputes and claims actually raised or that could have been raised by the Claimants related to the calculation of their regular rates of pay, whether known or unknown, against the City.

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

TERMS

1. **Settlement Amount:** The City shall pay a total of \$137,786.66 to resolve Claimants' claims for damages, attorneys' fees, and costs asserted against the City. The allocation of the Settlement Amount shall be made as described below. The settlement provides full relief for the City's alleged failure to include cash-in-lieu of health benefits in the regular rate for those Claimants that received cash-in-lieu during the relevant times of their employment with the City, namely, Claimants Jason Alexander, Travis Foster and Jeff Schneider. Although the Parties continue to dispute whether the City has liability for Claimants' claims with respect to overtime calculated on Claimants' holiday-in-lieu compensation, for purposes of this Agreement, the Settlement Amount represents the agreed upon amount for all overtime compensation allegedly owed to Claimants and certain compromise amounts allegedly owed for liquidated damages arising during an alleged three-year statute of limitations for recovery relief, and any and all other damages and relief recoverable by Claimants had they initiated litigation and prevailed, including attorneys' fees and costs, for the full liability period alleged by Claimants based on the disputed issues.

A. **Payment to Claimants:** The total sum of \$100,860.58 is allocated to Claimants as follows:

IBS 
9/13/19

Claimant	Back Overtime Pay Amount	Liquidated Damages Amount	Total Payment Amount
ALEXANDER, JASON	3,090.79	1,551.73	4,642.52
ALEXANDRESCU, ANDREI	2,662.49	596.69	3,259.18
AMENDARIZ, JOSEPH	2,335.88	523.49	2,859.37
ASKEW, CHRISTOPHER	1,168.95	261.84	307.36
BARILLA, THOMAS	2,575.61	577.22	3,152.83
BARNA, JOSEPH	2,593.81	581.30	3,175.11
BINLEY, ANDREA	671.25	150.43	821.68
BROOKHART, CHRISTOPHER	2,508.84	562.25	3,071.09
CARNEY, MICHAEL	1,892.82	424.20	2,317.02
CAUTHEN, PATRICIA	530.63	118.92	649.55
CHUNCHICK, JONATHAN	1,821.60	408.24	2,229.84
DIAGNAULT, MICHAEL	1,521.92	341.08	1,863.00
DEVRIES, JESSICA	708.98	158.89	867.87
DICKERSON, BRETT	3,202.70	717.76	3,920.46
FOSTER, NATHAN	1,328.89	297.82	1,626.71
FOSTER, TRAVIS	2,723.18	763.73	3,486.91
FOULKS, DUSTIN	2,242.95	502.67	2,745.62
GARDY, RYAN	2,182.51	489.12	2,671.63
GRIFFIN, DUSTIN	2,481.03	556.02	3,037.05
GULSERIAN, MATTHEW	2,579.79	578.16	3,157.95
HEGLE, KARL	1,705.48	1,031.64	2,737.12
HOMAYOUNIEH, NIMA	2,580.79	578.38	3,159.17
HURT, JOHN	2,716.11	608.70	3,324.81
JOHNSON, MICHAEL	2,226.07	498.88	2,724.95
KRAMER, PAUL	2,344.35	525.39	2,869.74
LATTIMORE, LEONARD	694.68	155.68	850.36
MARKEY, SEAN	3,013.62	675.38	3,689.00
McCAULEY, BRAD	1,827.52	409.56	2,237.08
MELENDREZ, THOMAS	1,862.91	417.49	2,280.40
MUNNS, MELANIE	1,442.52	323.28	1,765.80
POPE, KRISTA	41.29	9.25	50.54
QUINALTY, JESSE	2,100.63	470.77	2,571.40
ROZINKA, WILLIAM	2,002.44	448.76	2,451.20
SCHNIEDER, JEFFREY	4,883.05	2,765.08	7,648.13
SKAGGS, CARALEE	10.30	2.31	12.61
TAMBE, JOSEPH	2,085.28	467.33	2,552.61
VASQUEZ, NICHOLAS	2,568.56	575.64	3,144.20
WARREN, CRAIG	2,183.84	489.42	2,673.26
WEAVER, DENNIS	2,558.61	573.41	3,132.02
TOTAL	79,672.67	21,187.91	100,860.58

IBS
9/13/19

IBS [Signature] 9/13/19

B. Attorneys' Fees and Costs. City shall issue a check for \$36,926.08 made payable to counsel for Claimants, the law firm of Mastagni Holstedt APC, for Claimants' attorneys' fees and costs. The \$36,926.08 represents \$400.00 in costs and \$36,526.08 in attorneys' fees. The City will issue the payment no later than 30 calendar days from the Effective Date of this Settlement Agreement. Except as provided herein, each party will bear its own attorneys' fees and costs.

C. Disbursement of Payments. The City shall pay to each individual Claimant the amounts stated above. The amount of the settlement attributable to "Back Overtime Pay Amount" represents back pay and will be issued to each Claimant on an individual payroll check in the amount stated in the chart above. The sum attributable to back pay is subject to applicable employment tax withholdings. The back pay shall be included in each Claimant's 2019 W-2 as taxable wages. The sum attributable to the "Liquidated Damages Amount" will be directly issued to each Claimant in the amount stated in the chart above, for which the City will issue each Claimant an IRS Form 1099. The City shall issue these payments not later than 30 days from the entry of an Order by the Court approving this Settlement Agreement, which date shall be the Effective Date of this settlement agreement between the Parties.

Claimants acknowledge and agree that the City has made no representations to them or their counsel regarding the tax consequences of any amounts received by them pursuant to this Agreement. Claimants agree to pay federal, state, and local taxes, if any, which are required by law to be paid with respect to this settlement. Claimants further agree to indemnify and hold the City harmless from any claims, demands, deficiencies, levies, assessments, executions, judgments, or recoveries by any governmental entity against the City for any amounts claimed due from Claimants related to the monies paid on account of this Agreement and for any costs, interest, expenses, fines, penalties, attorneys' fees or damages incurred or sustained by the City by reason of Claimants' failure to pay such taxes.

The Parties agree that they will in good faith pursue entry of an Order approving this Settlement by a Court of law and all Parties agree to cooperate in seeking such Court approval of the Settlement, including, but not limited to, filing suit, preparing the necessary motion for approval and, if necessary, appearing for the hearing of the motion.

2. General Release. Claimants accept this settlement, and understand that Claimants' acceptance of this settlement constitutes a full and complete settlement of all claims and possible claims against the City, known or unknown, foreseen or unforeseen, arising out of the matters raised by Claimants in their Claim or related thereto as of and including the Effective Date of this Agreement, including all claims made by Claimants for unpaid overtime, liquidated damages and attorneys' fees and costs, and Claimants hereby fully, finally and completely release, waive and discharge the City, and its officers, officials, agents, employees, successors and assigns from any claims relating to or arising from the Claimants' Claim up to and including the Effective Date of this Agreement.

The Parties understand that this Release extends to all grievances, disputes or claims of every nature and kind, known or unknown, suspected or unsuspected, arising from or attributable to Claimants' Claim, up to and including the Effective Date of this Agreement. The Parties

understand that this release does not include claims relating to conduct or activity which does not arise from or is not attributable to Claimants' Claim or to any conduct or activity which occurs after the Effective Date of this Agreement. The Parties understand that this is a compromise settlement of disputed claims, and that nothing herein shall be deemed or construed at any time or for any purpose as an admission of the merits of any claim or defense.

The Parties further acknowledge that any and all rights granted them under section 1542 of the California Civil Code are hereby expressly waived regarding Claimants' Claim up to and including the Effective Date of this Agreement, but not as to other claims. Section 1542 of the California Civil Code provides 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. **Release of City's Claims.** In exchange for Claimants' release of claims, the City releases any claim for attorneys' fees and costs incurred in this matter against any Claimant.

4. **Knowledge of Parties.** The Parties understand and agree to the terms and conditions contained herein and enter into this Agreement knowingly and voluntarily. Claimants have been advised that they have the right to seek legal advice with respect to this Agreement, including the release it sets forth, and have had the opportunity to consult with their legal counsel. The Parties have investigated the facts pertaining to the settlement and the Agreement and all matters pertaining thereto as deemed necessary. The Parties have relied upon their judgment, belief, knowledge, understanding, and expertise after consultation with their counsel concerning the legal effect of the settlement and its terms. By signing this document and the individual release page, the Parties signify their full understanding and acceptance of the Agreement and each of its terms.

5. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California and, if necessary, federal law. Any claim or action arising out of this Agreement shall be venued in the Western Division of the United States District Court for the Central District of California, unless the District Court lacks jurisdiction, in which case it shall be venued in San Bernardino County Superior Court.

6. **Entire Agreement.** This Agreement, and the Acknowledgment and Release forms for each Claimant constitute the entire agreement between the Parties regarding Claimant's Claims. No other promise or inducement has been offered for this Agreement. Unless ordered otherwise by a Court, any amendments to this Agreement must be in writing, signed by duly authorized representatives of the City and Claimants, and must state that the Parties intend to amend the Agreement.

7. **Partial Invalidity.** The invalidity or unenforceability of any provision of this Agreement shall in no way affect the validity or enforceability of any other provision of this Agreement.

8. **Mutual Drafting.** This Agreement shall be deemed to have been jointly drafted by the Parties and shall be governed by and construed in accordance with the laws of the State of California. Each Party shall bear its own associated costs of preparing this Agreement, including attorneys' fees.

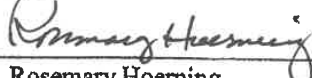
9. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one-in-the-same document.

10. **Effective Date.** This Agreement shall become effective on the date that a Court enters an order approving the Agreement.

11. **City Council approval.** This Agreement is conditioned upon approval by the City Council of the City of Upland. Defense counsel agrees and states that the settlement terms have been communicated to the City Council which has indicated its approval of this Agreement pending Court approval of the Agreement. Should this Agreement not be approved by the Court and, hence, by the City Council, it shall be deemed null and void *ab initio* and of no legal effect whatsoever and the parties shall return to the position they were in prior to the execution of this Agreement.

Dated: 8/14, 2019


THE CITY OF UPLAND

By: 
Rosemary Hoerning
Interim City Manager

APPROVED AS TO FORM AND CONTENT:

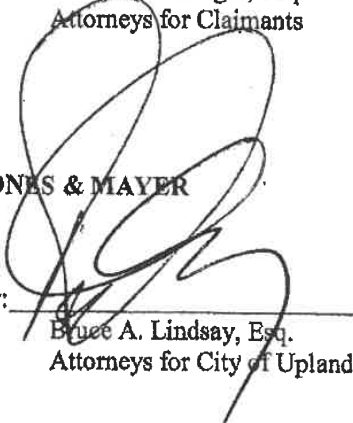
Dated: Aug 12, 2019

MASTAGNI HOLSTEDT, A.P.C.

By: 
David E. Mastagni, Esq.
Attorneys for Claimants

Dated: Aug 12, 2019

JONES & MAYER

By: 
Bruce A. Lindsay, Esq.
Attorneys for City of Upland

THE SIGNATURES AND RELEASES OF EACH INDIVIDUAL CLAIMANT ARE CONTAINED ON SEPARATE SIGNATURE PAGES ATTACHED AND INCLUDED HEREIN BY THIS REFERENCE.

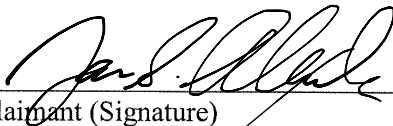
PLEASE READ THE ABOVE AGREEMENT CAREFULLY. THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.

I, the undersigned, by signing below, hereby acknowledge that I have read and understand, and agree to the terms and conditions contained in this Settlement Agreement and Release of Claims, as set forth above. I have been given the opportunity to seek the advice of legal counsel with respect to any questions I might have regarding my rights and obligations under this Settlement Agreement.

I understand that the City's payment to me constitutes a full and complete settlement of all my claims alleged against the City regarding any Fair Labor Standards Act ("FLSA") claim that I may have for back pay, liquidated damages, and attorneys' fees and costs. I accept this settlement as fair and reasonable. Having been afforded the opportunity to consult with counsel, I voluntarily enter into this Settlement Agreement and Release and release the City per the waiver of rights in this Settlement Agreement and Release.

I also understand that the City's payment to me will be made in two checks with applicable employment tax withholdings made from the check for back pay. I further understand that the other check for the agreed liquidated damages amount to be paid to me will not have taxes deducted from it and that it is my sole responsibility to pay any applicable taxes due to my receipt of such funds.

Dated: 8/20/19


Claimant (Signature)

JASON ALEXANDER
Claimant (Print Name)

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Dated: 8-15-2019



Claimant (Signature)

ANDREI ALEXANDRESCU

Claimant (Print Name)


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Dated: 08/20/2019



Claimant (Signature)

JOSEPH ARHENDARI

Claimant (Print Name)


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Dated: 9/12/2019



Claimant (Signature)

Christopher Asken

Claimant (Print Name)

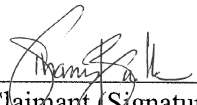
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Dated: 08/15/2019



Claimant (Signature)

Thomas Barilla

Claimant (Print Name)

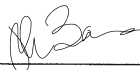
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Dated: 08/15/2019



Claimant (Signature)

Joseph Barna

Claimant (Print Name)

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Dated: 8/19/2019

Andrea Binley
Claimant (Signature)

Andrea Binley
Claimant (Print Name)

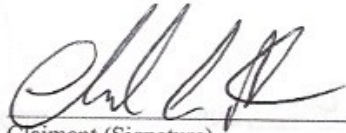
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Dated: 8/21/19



Claimant (Signature)

Christopher L. Brookhart

Claimant (Print Name)

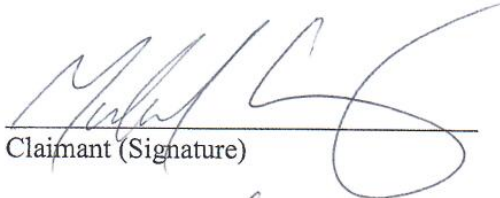
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Dated: 8/16/2019


Claimant (Signature)

Michael Corney
Claimant (Print Name)

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Dated: 8.25.19

Patricia Cauthen
Claimant (Signature)

Patricia Cauthen
Claimant (Print Name)

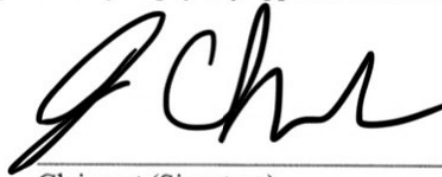
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Dated: **8/15/19**



Claimant (Signature)

Jonathan Churchick

Claimant (Print Name)

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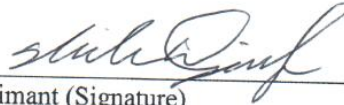
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Dated: _____

8/25/19

Claimant (Signature)



Claimant (Print Name)

MIKE DAIGNAULT


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Dated: 8/15/19


Claimant (Signature)

Jessica deVries.
Claimant (Print Name)

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Dated: 8/21/19

Brett Dickerson
Claimant (Signature)

BRETT DICKERSON
Claimant (Print Name)


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Dated: 8/20/19



Claimant (Signature)

NATHAN FOSTER

Claimant (Print Name)


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Dated: 8/15/2019


Claimant (Signature)

TRAVIS R. FOSTER
Claimant (Print Name)

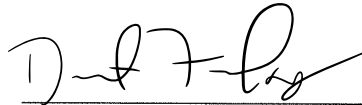
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Dated: 8/15/2019



Claimant (Signature)

Dustin Foulks

Claimant (Print Name)

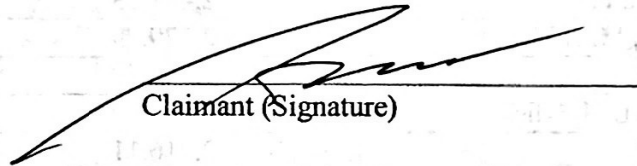
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Dated: 8/15/19


Claimant (Signature)

RYAN GARDY
Claimant (Print Name)

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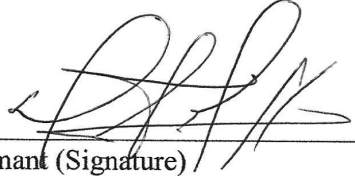
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Dated:

8/15/2019



Claimant (Signature)

DUSTIN GRIFFIN

Claimant (Print Name)

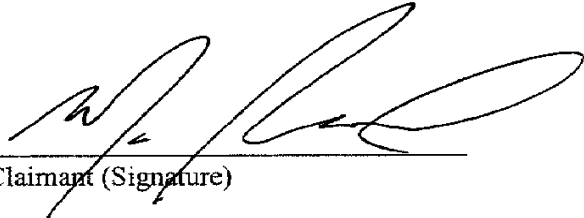
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Dated: 8/15/19



Claimant (Signature)

MATTHEW GULSERIAN

Claimant (Print Name)

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Dated:

08/15/19


Claimant (Signature)

KARL HEGLE
Claimant (Print Name)

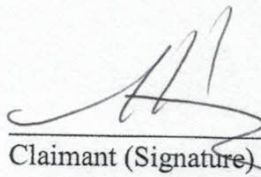
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Dated: 8/15/19



Claimant (Signature)

NIMA HOMAYOUNNIA

Claimant (Print Name)

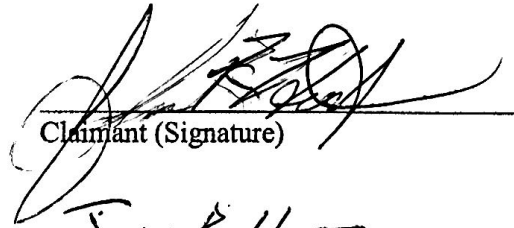
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Dated: 8-19-19



Claimant (Signature)

John R. Hurt

Claimant (Print Name)

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Dated: 8/23/19



Claimant (Signature)

MIKE JOHNSON

Claimant (Print Name)

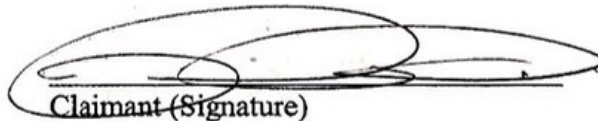
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Dated: 8/16/19


Claimant (Signature)

Paul Kramer
Claimant (Print Name)

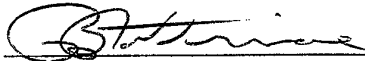
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Dated: 8.15.19


Claimant (Signature)

LEONARD G. LATTIMORE
Claimant (Print Name)

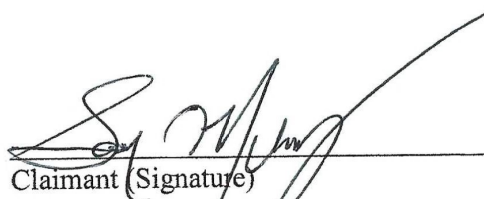
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Dated: 08/18/2019


Claimant (Signature)

SEAN MARKEY
Claimant (Print Name)

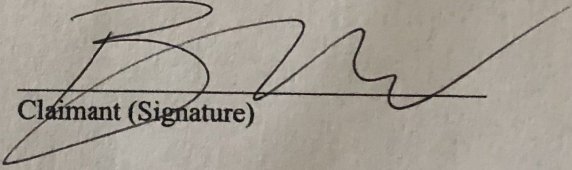
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Dated: 8/17/19



Claimant (Signature)

BRAD MCCAULLEY

Claimant (Print Name)

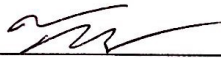
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Dated: 8-16-19



Claimant (Signature)

THOMAS M. BLENCOE

Claimant (Print Name)

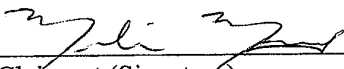
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Dated: 8.30.19



Claimant (Signature)

McLANIE MONNS

Claimant (Print Name)

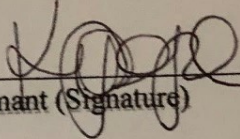
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Dated: 9/11/19



Claimant (Signature)

Krista Pope

Claimant (Print Name)

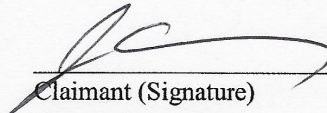
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Dated: AUG. 20, 2019



Claimant (Signature)

JESSE QUINALTY

Claimant (Print Name)

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Dated: 08-15-19



Claimant (Signature)

WILLIAM M ROZINKA

Claimant (Print Name)


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Dated: 8-20-19


Claimant (Signature)

Jeffrey Schneider
Claimant (Print Name)

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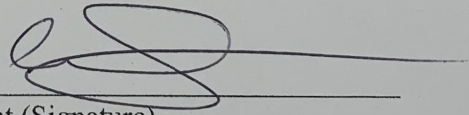
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Dated: _____

9/16/19

Claimant (Signature)



Claimant (Print Name)

Caralee Skass

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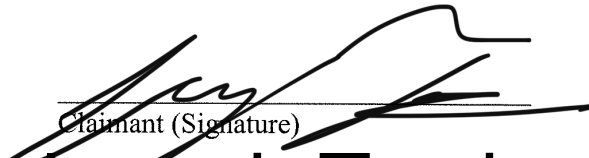
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Dated: _____

8/15/19



Claimant (Signature)

Joseph Tambe

Claimant (Print Name)


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Dated: 8-15-19



Claimant (Signature)

NICHOLAS P. VASQUEZ

Claimant (Print Name)

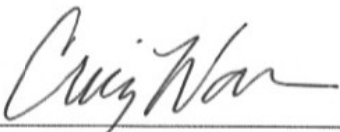
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Dated: 8-15-19



Claimant (Signature)

CRAIG WARREN

Claimant (Print Name)

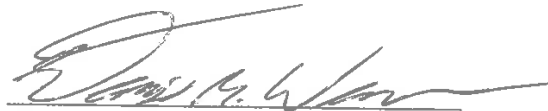
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Claimant (Signature)

DENNIS M. WEAVER
Claimant (Print Name)