

July 2025

## COMPROMISE AND RELEASE OF CLAIMS

This Compromise and Release ("Master Agreement") is entered into by and between the City of Emeryville ("City") and the Emeryville Police Officers Association ("Association"), (collectively "the Parties"). This Master Agreement is effective on the Effective Date set forth below.

### RECITALS

- A. Whereas, the Association is the designated exclusive bargaining representative of those City job classifications in the bargaining unit identified in the labor agreement by and between the City and the Association; and
- B. Whereas, upon notification by the Association, the City identified certain errors regarding the City's practices in paying represented employees for overtime. As a result, the City undertook an internal review of its overtime policies and practices to ensure compliance with the calculation and payment of overtime requirements of the Parties' labor agreement and the Fair Labor Standards Act ("FLSA"); and
- C. Whereas, the City's internal review determined that certain aspects of its contractual overtime policies and practices pertaining to the calculation of the regular rate of pay did not strictly comply with the requirements of the Parties' labor agreement and that other aspects of its overtime policies and practices exceeded the requirements of the FLSA; and
- D. Whereas, the City undertook an internal analysis to determine the amount of back overtime due the current and former members of the bargaining unit had their overtime been calculated in compliance with the labor agreement and the FLSA; and
- E. Whereas, effective June 15, 2025, the City corrected its overtime practices to comply with the requirements of the labor agreement; and
- F. Whereas, the Parties wish to enter into a compromise and release agreement related to any and all claims by the Association on behalf of the bargaining unit regarding the calculation and payment of overtime under the labor agreement and the FLSA.

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

## A. TERMS

### 1. Settlement

- a. **Settlement Period:** The Parties agree that this settlement will cover the time period from April 16, 2020 through June 14, 2025 hereafter referred to as the “Settlement Period.” Only individuals who were members of the bargaining unit represented by the Association during the Settlement Period are covered by and subject to the terms of this Master Agreement.
- b. **Bifurcation of Settlement:** The Parties further agree that this settlement is designed to effect the payment of the settlement amounts in two parts. Part One will cover current bargaining unit members and provide for the payment of the settlement amounts listed in Attachment A. Part Two will cover all former City employees who left the bargaining unit during the Settlement Period, as confirmed by the City, who are listed in Attachment A. The settlement and payment of back overtime under Parts One and Two will be as described below.
- c. **Settlement Calculation Methodology:** The Parties agree that in determining the amount of back overtime compensation owed pursuant to this settlement, the City identified for each pay period in the Settlement Period those former and current bargaining unit members who received overtime pay for each pay period within the Settlement Period and recalculated the overtime pay amount by including the special pays incorrectly excluded from the overtime regular rate of pay calculation.
- d. **Total Overtime Payments:** Based on the calculation methodology summarized above, the City will pay up to a total amount of \$262,868.29 to current employees in the bargaining unit (“Current Employees”) and former employees in the bargaining unit.
- e. **Settlement Part One:** The allocation of the Part One Settlement Amount to the Current Employees will be as set forth in Attachment

A, hereafter referred to as “Part One Settlement Payments.” The Parties understand and agree that the Part One Settlement Payments represents a reasonable compromise of disputed claims and reflects agreed upon and negotiated consideration for any and all overtime compensation allegedly owed to the Current Employees under the labor agreement, from April 16, 2020 to June 14, 2025. By executing this Master Agreement and accepting the payments set forth in Attachment A, the Association, on behalf of the bargaining unit members and each of them, expressly waives the bargaining unit’s claims for any further recovery, including, but not limited to, back pay due to the City’s contractual overtime policies and practices pertaining to the calculation of the regular rate of pay. Payment of the amounts listed in Attachment A will occur within sixty (60) days of the City Council’s approval of this Master Agreement.

- f. Settlement Part Two: Within thirty (30) days of the effective date of this Master Agreement, the City will send written notice to each of the former bargaining unit members listed in Attachment A informing them of this settlement agreement and of the terms agreed to by and between the City and the Association for resolution of this dispute. The notice, attached hereto as Attachment B, will advise the former bargaining unit member of the Parties’ disputed claims and issues pertaining to the City’s overtime compliance and of their right to opt into the negotiated settlement. Each former bargaining unit member will be provided ninety (90) calendar days from the date of the notice to notify the City in writing that they wish to exercise their right to opt into the settlement. The notice will specify that failure to notify the City within the ninety-day opt-in period will preclude the former bargaining unit member from joining the Parties’ settlement agreement. The notice will include a “Opt-in, Certification, and Acceptance of Settlement Agreement” attached hereto as Attachment C. Providing the City with an executed copy of this Opt-in notice will be the sole acceptable method for a former employee to join the Master Agreement. The City will have sixty days from the date it receives an executed Opt-in Notice to mail the bargaining unit member the back overtime pay owed.

- g. Within 30 days of the effective date of this Master Agreement, the City will provide \$5,100 as additional consideration to the Association to be allocated as determined by the Association.

#### B. BONA FIDE DISPUTE

The Parties agree that this Master Agreement resolves a “bona fide” contractual dispute over the City’s overtime policies and practices pertaining to the calculation of overtime pay. Specifically, the Parties, by this Master Agreement, are settling a dispute regarding the City’s method of calculating the regular rate of pay and measuring overtime compensation due to the bargaining unit members per the terms of the labor agreement, which the Parties believe to be more favorable than what is required under the FLSA. The Settlement Payments are paid as full and complete consideration for the resolution of that dispute.

#### C. METHOD OF PAYMENT

The Parties understand and agree that the payments under the Settlement Part One will be issued as part of the Employees’ regular paycheck, itemized as a separate line item on the Employee’s pay stub. Payments to former employees will be by separate check. The Parties further understand and agree that the payments to Current Employees and Former Employees issued pursuant to this Master Agreement are subject to the standard, applicable tax withholding amounts and that neither Party has offered nor received tax advice to or from the other as to the necessary reporting of income pursuant to this settlement. However, the direct payment listed under Paragraph (A)(1)(g) of this Master Agreement is not subject to any employment tax withholding.

#### D. ACCEPTANCE OF TERMS AND CONDITIONS OF SETTLEMENT

By accepting the payments provided by this Master Agreement, each current and former bargaining unit member expressly agrees that the allocation of the Settlement Amount, as provided herein, is fair, just, and reasonable and acceptable to all of them.

#### E. GENERAL RELEASE

Each current and former bargaining unit member listed in Attachment A, by accepting his/her respective settlement amount, understands and agrees that

their acceptance of that amount constitutes a full and complete settlement of all contractual claims against the City for the City's overtime policies and practices pertaining to the calculation of overtime pay that may exist or have existed for services rendered during the Settlement Period. Further, each current and former bargaining unit member listed in Attachment A by accepting his/her respective settlement amount, hereby fully, finally and completely releases, waives and discharges the City and its officers, agents, employees, successors and assigns from any further claims for contractual overtime for services rendered during the settlement period. The current and former bargaining unit members reserve the right to pursue any non-contractual claims for back overtime amounts not covered and paid under this Master Agreement.

The Parties to this settlement 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 the City's contractual overtime policies and practices pertaining to the calculation of the regular rate of pay during the Settlement Period. The Parties understand that this release does not include claims relating to conduct or activity which do not arise from or are attributable to any conduct or activity occurring after the Settlement Period of this Master 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 the contract overtime claims occurring during the Settlement Period relating to the City's contractual overtime policies and practices pertaining to the calculation of the regular rate of pay. Section 1542 of the California Civil Code provides as follows:

SECTION 1542. CERTAIN CLAIMS NOT AFFECTED BY GENERAL RELEASE. 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.

#### F. KNOWLEDGE OF THE PARTIES

The Parties understand and agree to this Master Agreement, and the terms and conditions contained herein, and enter into this Master Agreement knowingly and voluntarily. The Parties have investigated the facts pertaining to this Master 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 designated legal representatives concerning the legal effect of the settlement and its terms. By signing this Master Agreement, the Parties signify their full understanding, agreement, and acceptance of the Master Agreement.

#### G. GOVERNING LAW AND VENUE

This Master Agreement will be governed by and construed in accordance with the laws of the State of California and, if necessary, federal law. To the extent that any party brings an action to enforce the terms of this Master Agreement, such action shall be filed and prosecuted in the Superior Court in the County of Alameda.

#### H. ENTIRE AGREEMENT

This Master Agreement and the attachments constitute the entire agreement between the Parties regarding this matter. No other promise or inducement has been offered for this Master Agreement. Any amendments to this Master Agreement must be in writing, signed by duly authorized representatives of the City and the Association, and must state that the Parties intend to amend the Master Agreement.

#### I. DUTY TO ACT IN GOOD FAITH

The Parties shall act in good faith and use their reasonable good faith efforts after the execution of this Agreement to ensure that their respective obligations hereunder are fully and punctually performed. The Parties shall promptly perform any further acts and execute and deliver any other documents or

instruments that may be reasonably necessary to carry out the provisions of the Master Agreement.

#### J. PARTIAL INVALIDITY

The invalidity or unenforceability of any provision of this Master Agreement shall in no way affect the validity or enforceability of any other provision of this Master Agreement.

#### K. CONFIDENTIALITY AND DISCLOSURE OF TERMS

The Parties each agree to maintain the confidentiality of the negotiations underlying this Master Agreement to the extent permitted by law, and agree that they shall not voluntarily and publicly discuss the negotiations that led to this Master Agreement. This provision shall not extend to any information relating to the negotiations of this Agreement that the City may be required to disclose pursuant to the requirements of the Ralph M. Brown Act, Government Code section 54950, et. seq., the California Public Records Act, Government Code section 6250, et. seq., or the provisions of any other law or regulation requiring disclosure of information by public entities.

#### L. COUNTERPARTS

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

#### M. EFFECTIVE DATE


This Master Agreement shall become effective following execution by all of the Parties, the undersigned counsel for the Parties, and the approval of the City Council.

IN WITNESS WHEREOF, the Parties hereto have executed this Settlement Agreement and Release on the dates hereinafter indicated.

FOR THE CITY OF EMERYVILLE


\_\_\_\_\_  
LaTanya Bellow, City Manager  
APPROVED AS TO FORM

Dated \_\_\_\_\_

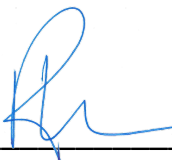
Signed by:  
  
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\_\_\_\_\_  
John I. Kennedy, City Attorney

Dated 07/09/2025

FOR THE EMERYVILLE POLICE OFFICERS ASSOCIATION

  
\_\_\_\_\_  
Lance Goodfellow, Association President  
APPROVED AS TO FORM

Dated July 7, 2025

  
\_\_\_\_\_  
Rockne A. Lucia, Jr., RLS

Dated July 7, 2025



## Attachment A

### Emeryville Police Officers' Association Back Overtime Pay

Employee	Back Overtime Pay 4/30/2020 - 4/20/2025	Additional Amount	Subtotal	Back Overtime Pay 4/21/2025 - 6/14/2025	Totals
ALAN E. JOHNSON	\$4,566.50	\$284.89	\$4,851.39	\$295.31	\$5,146.70
ANDREW ANGELO CASSIANOS	\$5,131.09	\$469.64	\$5,600.73	\$273.12	\$5,873.85
ANDREW L. YU	\$2,643.63	\$333.79	\$2,977.42	\$35.00	\$3,012.42
ANDREW SELBY	\$1,904.69	\$272.97	\$2,177.66	\$0.00	\$2,177.66
ANNE HARDEWAY	\$270.23	\$6.27	\$276.50	\$34.29	\$310.79
ANTHONY INGLES	\$3,422.73	\$579.38	\$4,002.11	\$0.00	\$4,002.11
ARIEL RAINE	\$3,952.94	\$566.58	\$4,519.52	\$0.00	\$4,519.52
ARNOLD WILLIAM SALAIZ	\$6,571.84	\$813.87	\$7,385.71	\$163.17	\$7,548.88
AUSTIN PATRICK KINKADE	\$657.63	\$169.63	\$827.26	\$0.00	\$827.26
BAYLEE WORTHEN	\$1,665.02	\$170.56	\$1,835.58	\$95.83	\$1,931.41
BRANDON HRAIZ	\$226.38	\$53.22	\$279.60	\$0.00	\$279.60
CHRISTIAN ZAVALA	\$10,591.91	\$1,307.52	\$11,899.43	\$26.64	\$11,926.07
CHRISTINA SPACCO	\$266.84	\$8.20	\$275.04	\$95.06	\$370.10
CHRISTOPHER ANDRES	\$21,844.14	\$1,271.70	\$23,115.84	\$2,404.77	\$25,520.61
CHRISTOPHER BERRIAN	\$249.09	\$36.64	\$285.73	\$0.00	\$285.73
DINO CRISTIANI	\$15,108.35	\$1,682.61	\$16,790.96	\$721.33	\$17,512.29
EDWARD M MAYORGA	\$22,858.58	\$1,500.26	\$24,358.84	\$826.33	\$25,185.17
ERIC L WHITE	\$2,890.44	\$341.64	\$3,232.08	\$115.00	\$3,347.08
ERIC MOLINA	\$11.22	\$1.96	\$13.18	\$0.00	\$13.18
FREDERICK N DAUER	\$388.71	\$84.25	\$472.96	\$0.00	\$472.96
JAIME PARDO	\$3,912.26	\$326.86	\$4,239.12	\$0.00	\$4,239.12
JARED MALEC	\$185.75	\$49.05	\$234.80	\$0.00	\$234.80
JASON KRIMSKY	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
JEFFREY JENNINGS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
JENNA CRESTA	\$58.73	\$11.06	\$69.79	\$0.00	\$69.79
JENNIFER TEJADA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
JEREMY MCBROOM	\$7,521.07	\$827.22	\$8,348.29	\$0.00	\$8,348.29
JOHN P CORCORAN	\$5,020.13	\$1,034.11	\$6,054.24	\$0.00	\$6,054.24
JUAN PARDO	\$3,940.22	\$337.17	\$4,277.39	\$661.58	\$4,938.97
JULIAN CASTANON	\$660.26	\$26.84	\$687.10	\$19.31	\$706.41
JUSTIN CABULOY	\$298.10	\$11.34	\$309.44	\$0.00	\$309.44
KYLAN QUICK	\$2,762.89	\$99.15	\$2,862.04	\$234.41	\$3,096.45
KYLE RICE	\$806.14	\$118.98	\$925.12	\$87.86	\$1,012.98
LANCE GOODFELLOW	\$8,288.74	\$857.05	\$9,145.79	\$507.71	\$9,653.50
MICHAEL J. ALLEN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
MICHAEL W LEE	\$15,179.43	\$1,259.22	\$16,438.65	\$1,827.36	\$18,266.01
MICHELLE R. SHEPHERD	\$8,346.61	\$824.90	\$9,171.51	\$78.09	\$9,249.60
MUKHJOT KAUR	\$2,084.37	\$87.37	\$2,171.74	\$118.65	\$2,290.39
NEIL DE CLARO	\$2,443.84	\$337.06	\$2,780.90	\$249.63	\$3,030.53
NICOLAS DREXLER	\$9,156.32	\$1,231.17	\$10,387.49	\$261.16	\$10,648.65
NIKOLAS PACHECO	\$1,692.88	\$103.80	\$1,796.68	\$184.72	\$1,981.40
OLIVER COLLINS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
PABLO J. ROJAS	\$6,540.04	\$662.56	\$7,202.60	\$1,059.84	\$8,262.44
PRISCILLA RODRIGUEZ	\$2,534.86	\$126.86	\$2,661.72	\$28.23	\$2,689.95
RICHARD B LEE	\$7,691.06	\$840.32	\$8,531.38	\$160.26	\$8,691.64
ROBERT D ALTON	\$107.65	\$27.60	\$135.25	\$0.00	\$135.25
RONALD T. SHEPHERD	\$2,437.88	\$175.97	\$2,613.85	\$165.83	\$2,779.68
ROSS BURRUEL	\$2,720.98	\$667.68	\$3,388.66	\$0.00	\$3,388.66
SPENCER L. GIDDINGS	\$17,428.95	\$937.64	\$18,366.59	\$1,694.66	\$20,061.25
STEVEN J. HINTERGARDT	\$3,617.06	\$398.81	\$4,015.87	\$316.60	\$4,332.47
TYLER BALDWIN	\$54.45	\$5.13	\$59.58	\$0.00	\$59.58
WARREN J WILLIAMS	\$2,683.67	\$162.50	\$2,846.17	\$127.21	\$2,973.38
EMERYVILLE POA		\$5,100.00	\$5,100.00	\$0.00	\$5,100.00
<b>Totals</b>	<b>\$223,396.30</b>	<b>\$26,603.00</b>	<b>\$249,999.30</b>	<b>\$12,868.99</b>	<b>\$262,868.29</b>

## Attachment B

DATE

NAME

STREET ADDRESS

CITY< CA< ZIP CODE

SUBJECT: OPT-IN NOTICE: Settlement of Back Overtime Claims

Dear NAME:

Please read this notice carefully as it pertains to your employment with the City of Emeryville pertaining to overtime benefits to which you may be entitled.

Recently the City completed negotiations with your designated bargaining representative the Emeryville Police Officers' Association ("EPOA") for settlement of back overtime claims asserted by EPOA on behalf of the bargaining unit. Those negotiations resulted in an agreement by and between the City and the EPOA providing for the recalculation of overtime paid to certain bargaining unit members between April 16, 2020 to June 14, 2025 and the release of claims pertaining to that overtime. City records indicate you are entitled to a recalculation of overtime pay you received during the period of time in question.

The re-calculation of overtime owed to you is \$ DOLLAR AMOUNT

To opt-in of this Settlement Agreement, please complete, sign, date and return the attached OPT-IN NOTICE, CERTIFICATION AND ACCEPTANCE OF SETTLEMENT to:

City of Emeryville—Human Resources  
1333 Park Ave.  
Emeryville, CA 94608

OPT-IN NOTICE: Settlement of Back Overtime Claims

DATE

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Your signed OPT-IN, CERTIFICATION AND ACCEPTANCE OF SETTLEMENT must be received within ninety (90) calendar days of the date of this notice, otherwise this offer will lapse.

Any questions in this regard should be directed to your bargaining unit representative Joe Higby with the law firm of Rain Lucia Stern St. Phalle & Silver, PC.

Joe Higby  
Labor Relations Representative  
**Rains Lucia Stern**  
**St. Phalle & Silver, PC**  
Phone 925.609.1699  
Fax 925.609.1690  
Email [jhigby@rlslawyers.com](mailto:jhigby@rlslawyers.com)

Attachment OPT-IN, CERTIFICATION, AND ACCEPTANCE OF SETTLEMENT

## **Attachment C**

### **OPT-IN, CERTIFICATION, AND ACCEPTANCE OF SETTLEMENT BY AND BETWEEN CITY OF EMERYVILLE AND THE EMERYVILLE POLICE OFFICERS' ASSOCIATION ("EPOA")**

I, \_\_\_\_\_ [PRINT NAME], certify as follows:

I am a former member of the bargaining unit represented by the EPOA.

I request to OPT-IN of overtime pay I received between April 16, 2020 to June 14, 2025.

I have been advised by EPOA representatives that a settlement has been negotiated with the City of Emeryville and the EPOA to resolve all claims and issues under the EPOA labor agreement with the City pertaining to the calculation of overtime for services rendered to the City between April 16, 2020 to June 14, 2025.

I have been further advised by EPOA representatives that the settlement has been ratified by the EPOA membership and that per the terms of the settlement, I am to receive \$ \_\_\_\_\_ for back overtime for services rendered during the settlement period.

By signing this certification and accepting the overtime payment specified above, I hereby accept and agree to be subject to the terms and conditions of the Settlement Agreement negotiated by and between the City of Emeryville and the EPOA.

I certify that the foregoing is true and correct.

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE