



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
WASHINGTON, D.C. 20410-0500

OFFICE OF THE GENERAL COUNSEL

October 10, 2007

Sean J. Rogers, Esq.  
Sean J. Rogers & Associates, LLC  
P.O. Box 1327  
20555 September Point Lane  
Leonardtown, MD

Re: National Council of HUD Locals 222, AFGE, AFL-CIO, and NFFE Local 1450 v. Dept. of Housing and Urban Development; Notice of Change of Agency Representative

Dear Mr. Rogers:

The purpose of this letter is to notify you that I, along with Tresa Rice, who will act as co-counsel, will be representing the Agency in the scheduling hearings on GS-10 and below damages. With respect to any future correspondence, you and the union should be contacting Tresa or me. Epstein, Becker, and Green will be acting as counsel to the Agency, will continue to provide advice to the Agency, and may participate in this arbitration as determined by the Agency.

Sincerely,

A handwritten signature in black ink, appearing to read "Javes Myung".

Javes Myung  
Agency Representative  
U.S. Department of Housing and  
Urban Development  
451 7<sup>th</sup> Street, SW  
Room 10170  
Washington, DC 20410  
(202) 402-5364  
(202) 401-7400 FAX

**IN THE MATTER OF ARBITRATION  
BEFORE ARBITRATOR SEAN J. ROGERS**

\_\_\_\_\_  
National Council of HUD )  
Locals 222, AFGE, AFL-CIO, )  
and NFFE Local 1450, )

Union, )

v. )

U.S. Department of Housing and )  
Urban Development, )

Agency. )  
\_\_\_\_\_

Issue: Compliance with GS-10 and  
Below Settlement Agreement

Date: October 10, 2007

**AGENCY'S RESPONSE TO UNION'S MOTION TO ENFORCE COMPLIANCE  
WITH GS-10 AND BELOW SETTLEMENT AGREEMENT**

On September 4, 2007, the Union filed a Motion to Enforce Compliance with GS-10 and Below Settlement Agreement (Motion). In the Union's Motion, the Union contends that the Agency has failed to comply with the December 12, 2006, Settlement Agreement (Non-Compliance Agreement). Specifically, the Union alleges that out of a total of 88 Grievants who were entitled to payments pursuant to the Non-Compliance Agreement, only 28 Grievants have been paid, while 60 Grievants still have not been provided back pay and liquidated damages. See Motion at 5. As a remedy, the Union requests the Arbitrator to issue a declaratory judgment finding that the Agency is in noncompliance, issue an Order that the Agency immediately comply with the Non-Compliance Agreement by a date certain, order the Agency to cease and desist from failing to comply with the Non-Compliance Agreement, that the Agency pay certain

damages to the affected employees, and that reasonable fees, costs, and expenses be awarded to the Union.<sup>1</sup>

The Agency respectfully requests the Arbitrator to deny the Union's Motion. While the Agency initially made payments which included back pay and half liquidated damages to 28 employees in January and February 2007, the Agency was unable to process the remaining payments in an expedient manner because it was necessary for the Agency to identify the proper funding source. Once the Agency identified the proper funding source, the Agency began processing the remaining payments. In addition, while the Agency specifically agreed in the Non-Compliance Agreement that certain identified employees would be paid backpay and half liquidated damages within four pay periods from the date that the identity of the Grievants is determined, the parties also agreed that any compensatory time payment referenced in the Non-Compliance Agreement that is made after four pay periods from the date that the identity of the affected Grievants is determined, the Grievants would be paid full liquidated damages rather than half liquidated damages. Thus, the Non-Compliance Agreement contains specific language which pertains to required payments by the Agency that were not made within four pay periods from the date that the Grievants are identified. Moreover, because the additional payments, including requisite damages for all but three of the remaining Grievants, have been made, the Agency has substantially complied with the Agreement. Therefore, it is unnecessary for the Arbitrator to grant the remedy requested by the Union.

#### **Statement of Material Facts**

1. On September 28, 2005, the parties entered into a Partial Settlement Agreement concerning employees at the GS-10 and below level. See Exhibit A. In the Partial

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<sup>1</sup> The Union does not specify what type of damages should be awarded to employees who have not yet received payments pursuant to the Non-Compliance Agreement. In addition, the Union does not provide in its Motion substantive authority which supports its arguments or its proposed remedy.

Settlement Agreement, the Agency agreed to reclassify employees at the GS-10 and below level as FLSA non-exempt, of whom the Agency did not identify as FLSA exempt, effective the beginning of the first full pay period after October 21, 2005. The Agency subsequently informed both the Union and Arbitrator that after its review, the Agency concluded that all positions at the GS-10 level and below with an exempt FLSA status would be changed to a non-exempt status effective with the first full pay period after October 21, 2005. See Motion at Exhibit 1.

2. On December 12, 2006, the parties entered into a “Settlement Proposal – Non-compliance with Settlement Agreement” (Non-Compliance agreement). See Exhibit B. The Agency specifically agreed to pay the difference between Basic Rate and Uncapped Overtime for all GS-10 and below employees who were reclassified as a result of the September 28, 2005, Settlement Agreement, and who were denied a choice of overtime pay versus Compensatory Time solely at their election, from the date at which the September 28, 2005, Settlement Agreement became effective through Pay Period 10 of 2006. This payment was to be made within four pay periods from the date that the identity of the affected Grievants is determined. The Agency agreed to pay each of the foregoing Grievants “half” (50%) liquidated damages, which is equal to 50% of the amount of the above referenced payment. See id. at para. 2.
3. If the compensatory time payment referenced in paragraph 2 of the Non-Compliance agreement is made after four pay periods from the date that the identity of the affected Grievants is determined, the affected Grievants would be paid full liquidated damages rather than half liquidated damages. See id.

4. On January 18, 2007, the Union provided to the Agency the affidavits of 88 Grievants who alleged that they had been denied a choice of overtime pay versus compensatory time solely at their election. See Motion at Exhibit 3.
5. On February 17, 2007, the Agency, after verifying the claims of the 88 affiants with their supervisors, notified the Union that the Agency disputed the claims of 13 of the 88 affiants. See Exhibit C (Declaration of Norman Mesewicz) at Attachment 3.
6. Out of the 88 Grievants who were identified by the Union, in late January and early February 2007, the Agency made overtime and liquidated damages payments to a total of 28 Grievants. See Exhibit D (Declaration of Yvonne Matthews) at Attachment 1.
7. Beginning in April 2007, a complaint within the Agency's Office of Administration surfaced concerning the fact that a FLSA payment to an employee had been taken from its award budget. This complaint also raised several larger issues, including what program funds should be used for the Non-Compliance Agreement payments, and the role of the Agency's Office of Chief Financial Officer (OCFO) in the payment process. See Exhibit C at para. 9.
8. Around the time of the initial complaint referenced in the previous paragraph, Norman Mesewicz, who was responsible for monitoring the Agency's compliance with the Non-Compliance Agreement, was instructed that all future Non-Compliance Agreement payments had to be made in conjunction with OCFO. See id. at para. 9 & 10.
9. On April 18, 2007, Mr. Mesewicz advised Yvonne Matthews at the Agency's Employee Service Center to not initiate any more Non-Compliance Agreement payments because Mr. Mesewicz was required to coordinate these payments with the OCFO. See id. at para. 11; see also Exhibit D at para. 4.

10. During the period from April 13, 2007, through September 13, 2007, no additional Non-Compliance Agreement payments could be processed because OCFO had not made its determination concerning which funding source the payments would be made from. See Exhibit C at para. 14.
11. During the latter part of May 2007, the Agency decided not to contest any of the affidavits from the alleged Grievants who claimed that they were not given a choice between overtime and compensatory time. See Exhibit C at para. 12.
12. On September 12, 2007, Mr. Mesewicz sent to Ms. Matthews an Excel spreadsheet containing the names of all remaining affiants who may be owed payments pursuant to the Non-Compliance Agreement. See Exhibit C at para. 16; see also Exhibit D at para. 5. The Excel spreadsheet contains the names of 60 affiants. See Exhibit C, Attachment 16.
13. On September 13, 2007, OCFO notified Mr. Mesewicz and Ms. Matthews that additional payments could be processed. See Exhibit C. at para. 17.
14. Out of those employees identified in the September 12, 2007, list, all employees who were determined to be entitled to overtime and liquidated damages based on actual recorded compensatory time worked have been paid with the exception of Cynthia Carter, Michele Noel, and Linda Stewart. See Exhibit D at para. 6 & 7.
15. The Agency is awaiting additional documents for Ms. Carter and Ms. Noel so that the actual amount of compensatory time worked can be confirmed. With respect to Ms. Stewart, the Agency is currently researching the regulations concerning cost of living allowances (COLAs) to determine whether or not COLA is to be used to compute overtime entitlement under FLSA. Once the necessary documents are received and the

information concerning COLAs is researched, the payments for Ms. Carter, Ms. Noel, and Ms. Stewart will be processed. See id. at para. 7 & 8.

### **Argument**

Pursuant to the Non-Compliance Agreement, the Agency initially processed for payment the difference between Basic Rate and Uncapped Overtime for 28 GS-10 and below employees who were denied a choice of overtime pay versus Compensatory Time and liquidated damages in late January and early February 2007. Although the Agency initially disputed 13 Grievant's claims, the Agency subsequently informed the Union that it would not be contesting these specific claims. Although the Agency was required to process additional payments pursuant to the Non-Compliance Agreement, from April 13, 2007, through September 13, 2007, the Agency could not process the remaining claims because the Agency's OCFO had not made a decision regarding the proper funding source for the additional payments. Once the Agency received OCFO's approval, the Agency began processing the additional claims in September and October 2007. As of the date of this response, all of the outstanding payments have been made with the exception of three employees, whose claims could not be processed due to the need for additional documentation and research of COLAs.

In the Union's Motion, the Union faults the Agency for not participating in the "working group" which could have resolved any disputed claims. See Union's Motion at 4, 6. While the Non-Compliance Agreement does contain a specific provision concerning a Union-Management working group to resolve any affidavits the Agency disputed, the establishment of a Union-Management working group was not necessary because the Agency agreed not to dispute any of the affidavits from employees who claimed that they had not been given a choice between overtime and compensatory time. See Exhibit C at para. 12; see also Union's Motion at 4. The

Union even acknowledges that it was informed by Mr. Mesewicz seven days after Carolyn Federoff began discussions with Mr. Mesewicz concerning the establishment of a Union-Management working group, that the Agency would not be disputing any of the affidavits. Thus, it remains puzzling why the Union would raise the Agency's unwillingness to participate in the Union-Management working group when the sole purpose of the working group is to resolve disputed affidavits.

In addition, the Union contends that the Agency's inability to identify a proper funding source is "a little disingenuous" because the Agency was able to identify a proper funding source for 28 Grievants. See Motion. at 6-7. The Union does not dispute that the Agency informed them that the processing of additional payments was put on hold because the Agency needed to determine the appropriate funding source. The Union, however, appears to question this reason for causing any delay in processing the remaining payments. As indicated in Mr. Mesewicz's declaration, the issue regarding which funding source payments would be made from surfaced in April 2007. See Exhibit C at page 3. The initial payments which were made to 28 Grievants were processed in late January and early February 2007. From April 13, 2007, through, September 13, 2007, the Agency's Office of Administration, which was responsible for processing the Non-Compliance Agreement payments, simply could not process any additional payments because the Agency's OFCO had not determined the proper funding source. Once the proper funding source was identified by OFCO, the remaining payments were processed expeditiously in September and October 2007.

Moreover, according to the terms and conditions in the Non-Compliance agreement, the Agency is in substantial compliance. The parties specifically agreed to what would occur if the Agency did not make a compensatory time payment within four pay periods from the date that



the identity of the affected Grievants is determined. The Agency was obligated to pay full liquidated damages rather than half liquidated damages. See Exhibit B, para. 2. While the Union could argue that the time it took to pay those remaining affiants backpay and full liquidated is unreasonable, the Union agreed to the specific terms and conditions concerning those payments which were processed subsequent to four pay periods following the identification of the affected Grievants. Even if the Arbitrator were to find that the delay in processing payments was unreasonable, it would be inappropriate for the Arbitrator to award any damages in addition to the liquidated damages agreed upon in the Non-Compliance Agreement. See Dep't of Commerce, NOAA, Ofc. of Marine and Aviation Operations, Marine Operations Ctr., Norfolk, Virginia and Int'l Brotherhood of Electrical Workers, Local 80, 57 FLRA 98 (2001), citing Doyle v. United States, 931 F.2d 1546 (Fed. Cir. 1991) (noting that liquidated damages are not available against the United States if they are sought merely to compensate for delay or in lieu of interest). Moreover, the Arbitrator should not find that the delay is unreasonable because of the Agency's inability to process any additional payments for 5 months. See Dep't of Veterans Affairs Medical Center, Allen Park, Michigan, 49 FLRA 405, 424 (1994) (finding that compliance must be accomplished "promptly in light of all the facts and circumstances"); see, e.g., Dep't of Health and Human Services and Social Security Admin., 22 FLRA 270 (1986); Dep't of the Treasury, Internal Revenue Service Austin Compliance Center, Austin, Texas, 44 FLRA 1306, 1314-14 (1992) (finding a violation where an agency intentionally or unreasonably delayed in implementing an award). In addition, any damages owed to affected Grievants is in the form of full rather than half liquidated damages. See Union's Motion at 8. It would be inappropriate for the Arbitrator to award damages to affected Grievants beyond the full liquidated damages agreed upon by the parties.

**Conclusion**

The Agency requests that the Arbitrator find that the Agency is in substantial compliance with the Non-Compliance Agreement. Because the Agency has substantially complied with the Non-Compliance Agreement, it is unnecessary for the Arbitrator to order the Agency to immediately comply with the Non-Compliance Agreement or order the Agency to cease and desist from failing to comply with the Non-Compliance Agreement. In addition, because the Agency has already agreed to pay affected Grievants full liquidated damages in the event that the Agency does not pay the compensatory time payments within four pay periods from the date that the affected Grievants are identified, the Arbitrator should not award any damages that were not agreed upon by the parties in the Non-Compliance Agreement. Finally, the Agency requests that the Arbitrator deny the Union's request for reasonable fees, costs, and expenses for filing its Motion.

Respectfully submitted,

/s/ Javes Myung  
Javes Myung  
Agency Representative  
U.S. Department of Housing and  
Urban Development  
451 7<sup>th</sup> Street, S.W., Suite 10170  
Washington, D.C. 20410  
(202) 402-5364  
Fax (202) 401-7400

**Certificate of Service**

I hereby certify a copy of the Agency's Response to Unions' Motion to Enforce Compliance with GS-10 and Below Settlement Agreement was sent to the following on October 10, 2007 by email: [mike@sniderlaw.com](mailto:mike@sniderlaw.com), [flsa@sniderlaw.com](mailto:flsa@sniderlaw.com), [Elizabeth.Mcdargh@hud.gov](mailto:Elizabeth.Mcdargh@hud.gov), and [Carolyn.Federoff@hud.gov](mailto:Carolyn.Federoff@hud.gov).

/s/ Javes Myung  
Javes Myung

In the Matter of Arbitration Between:

American Federation of Government  
Employees, AFL-CIO, Council of  
HUD Locals 222,

Union,

Vs.

US Department of Housing and  
Urban Development,

Agency.

Issue: FLSA Overtime

Arbitrator: Sean Rogers, Esq.

**PARTIAL SETTLEMENT AGREEMENT**

This Settlement Agreement is entered into by and between the United States Department of Housing and Urban Development ("Agency") and the American Federation of Government Employees, National Council 222 ("Union"), collectively referred to as the "Parties." On June 18, 2003, the Union filed a Grievance of the Parties regarding FLSA violations and travel, and on December 24, 2003, the Union filed a Grievance of the Parties alleging violations of the Fair Labor Standards Act (FLSA) on behalf of all bargaining unit positions. Since the filing of those grievances, the Parties engaged in settlement negotiations in an effort to narrow the scope of the Grievances.

**Now Therefore, the Parties Mutually Agree as Follows:**

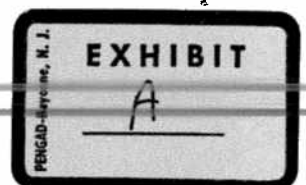
**Coverage**

This Agreement addresses only the FLSA classification of employees at the GS-10 and below level. It does not address damages for those or any other employees; it does not address the FLSA classification issues concerning any bargaining unit employees, other than those specifically and explicitly referenced.

**Reclassification as Non-Exempt**

For those employees in positions the Agency wishes to exempt from the FLSA at the GS-10 and below levels, the Agency shall, by October 21, 2005:

1. Identify each employee, including name, job title, job series, grade, step, geographic location, and contact information.



2. For each identified employee, provide the position description and all available predecessor position descriptions since June 18, 2000, the specific exemption relied upon to exempt the employee, all information relied upon to exempt the employee and a detailed explanation as to how the employee is properly exempt, in the Agency's view, including any FLSA review and/or worksheet(s), the name of the individual(s) who made the determination to exempt each FLSA exempt employee and the date the decision was made.

~~If the Agency does not identify an employee as described in paragraph 1 and provide the information described in paragraph 2 for an employee/position, that employee/position will be reclassified to FLSA non-exempt status effective the beginning of the first full pay period after October 21, 2005. The affected bargaining unit employees are any listed employee in the Agency's Payroll Reports covering the period of June 18, 2000 through October 1, 2005 at the GS-10 level and below.~~

The parties agree to meet within thirty days after receipt of the above information and discuss possible resolution. Absent settlement of all issues, the outstanding matters will be dealt with as mutually agreed upon by the parties.

#### Damages, Attorney Fees

The parties agree that the issue of damages (including retroactive date of reclassification) and attorney fees has not yet been resolved, and will be addressed by the parties separately.

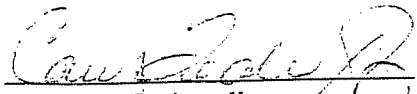
#### Cost of the Mediation on September 28, 2005

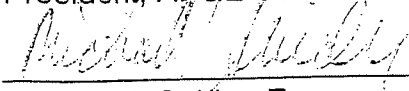
The Agency agrees to bear the cost of the Arbitrator for the mediation session held on September 28, 2005.

#### Disputes over Interpretation/Compliance

The Parties agree that any dispute over interpretation of this Agreement or compliance with this Agreement will be submitted to Arbitrator Sean Rogers, Esq. for binding resolution.

Executed this September 28 day of \_\_\_\_\_, 2005.

  
Carolyn Federoff  
President, AFGE Council 222

  
Michael J. Snider, Esq.  
Counsel, AFGE Council 222

  
Norman Mesewicz  
Deputy Director  
Labor and Employee Relations Division

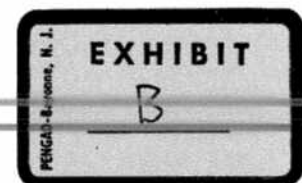
IN THE MATTER OF ARBITRATION BETWEEN:

\_\_\_\_\_  
NATIONAL COUNCIL OF HUD )  
LOCALS 222, AFGE, AFL-CIO, )  
 )  
Union, )  
 )  
v. )  
 )  
U.S. DEPARTMENT OF HOUSING )  
AND URBAN DEVELOPMENT, )  
 )  
Agency. )  
\_\_\_\_\_ )

Issue: Non-compliance with  
Settlement Agreement  
of September 28, 2005

**Settlement Proposal – Non-compliance with Settlement Agreement**

1. Overtime Damages. The Agency shall pay the difference between Capped and Uncapped Overtime for Ordered and Approved Overtime earned by Grievants Evan Chuang, Pauline Magette, Linda G. Robertson, Lisa Stewart, and Lisa Wimbush from the date at which the Settlement Agreement of September 28, 2005 became effective through Pay Period 10 of 2006. This payment shall be made within two pay periods of execution of this Agreement. The Agency agrees to pay each of the above named Grievants full liquidated damages, equal to the amount of the above referenced payment. This payment shall be made within two pay periods of execution of this Agreement. The payments shall be separate for tax purposes. NFC will be notified that FICA should not be deducted from liquidated damages payments.
2. Compensatory Time Damages. The Agency shall pay the difference between Basic Rate and Uncapped Overtime for all GS-10 and below employees who were reclassified as a result of the Settlement Agreement of September 28, 2005 and who were denied a choice of overtime pay versus Compensatory Time solely at their election, from the date at which the Settlement Agreement of September 28, 2005 became effective through Pay Period 10 of 2006. This payment shall be made within four pay periods from the date that the identity of the affected Grievants is determined. The Agency agrees to pay each of the above named Grievants "half" (50%) liquidated damages, equal to 50% of the amount of the above referenced payment. This payment shall be made within four pay periods of execution of this Agreement. The payments shall be separate for tax purposes. NFC will be notified that FICA should not be deducted from liquidated damages payments. If the compensatory time payment referenced in this paragraph is made after four pay periods from the date that the identity of the affected Grievants is determined, it shall include full liquidated damages rather than the half liquidated damages referenced herein.



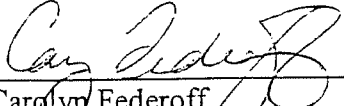
3. The Parties agree to form a Union-Management working group, and to provide additional Official Time for the Union participants. The Union has provided to Management approximately 67 Affidavits in support of its contention that those employees were not given a choice of comp time or overtime. The Union shall have 30 days from the date of execution of this Agreement to attempt to acquire additional affidavits and to submit those to the Agency. The Agency will have 30 days to respond and identify affidavits in dispute and the Union-Management working group will resolve any disputes, as set forth above. If the Working Group is unable to in good faith resolve all disputes, any unresolved disputes shall be resolved by paying the claimants who submitted sworn affidavits compensatory damages, but no liquidated damages.
4. The Agency shall pay up to five (5) days of fees incurred by Arbitrator Sean Rogers in determining compliance with the Settlement Agreement of September 28, 2005, except that the Agency and the Union shall split the Arbitrator's fee incurred on November 8, 2006. The parties will split the fees incurred by the Court Reporter for all hearings related to determining compliance with the Settlement Agreement of September 28, 2005. *HUD will bear cost of court reporter for December 12, 2006 except BJE M/S (et)*
5. The parties will prepare a joint statement to Bargaining Unit employees and Management that explains employee and management rights and responsibilities for *GS-10 and below FLSA non-exempt employees. BJE M/S (et)*
6. As part of a global settlement, the Agency agrees to provide FLSA Training to all managers and Supervisors. The Union shall be present in that training, or in the alternative shall be given copies of all training materials used in that training.
7. The Agency shall appoint an employee to monitor the FLSA Status of all Bargaining Unit employees at Grades 10 and below in HIRTS and the NFC records, and the FLSA status of vacancies posted on USAJobs which include positions at grades GS-10 and below.
8. When NFC records for pay periods 11 ('06) through the execution of this agreement are made available, Grievants who are found to have been paid Capped Overtime instead of Uncapped Overtime, or who were denied Comp Time Election during that period shall be entitled to the remedies set forth in paragraphs 1 and 2 of this agreement. The Union shall have 30 days to review the NFC records and to identify Grievants it believes may be entitled to the remedies set forth in Paragraph 2, and will have 30 days to provide affidavits in support thereof. The Agency will have 30 days to respond and identify affidavits in dispute and the Union-Management working group will resolve any disputes, as set forth above. *This process will be repeated quarterly. BJE M/S (et)*
9. All Grievants currently coded FLSA Exempt in HIRTS and the NFC records shall be recoded FLSA Non-Exempt within sixty (60) days of this agreement. The parties agree that any miscodings in HIRTS and/or NFC shall not provide a separate basis for damages different from or in excess of what would be due individual miscoded employees under the law and the collective bargaining agreement.
10. This agreement shall not establish any precedents for resolution of further portions of the Grievance.

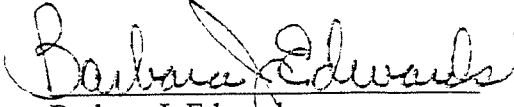
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BJE  
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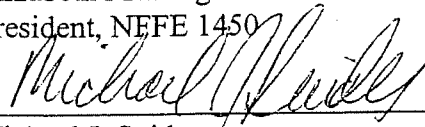
11. Time limits set forth herein may be extended by mutual agreement of the parties.

12. This Agreement shall be signed by representatives of the Agency, the Unions, and Arbitrator Sean Rogers. Enforcement of this Agreement shall remain within the jurisdiction of Arbitrator Rogers.

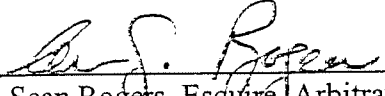
13. The Conditions of this Agreement shall also apply to Grievants represented by the National Federation of Federal Employees, local 1450 affected by the GS-10 and Below Settlement Agreement signed on January 17, 2006.

  
\_\_\_\_\_  
Carolyn Federoff  
President, AFGE Council 222

 12/12/2006  
\_\_\_\_\_  
Barbara J. Edwards  
Deputy Assistant Secretary for  
Human Resource Management

\_\_\_\_\_  
Elizabeth McDargh  
President, NEFE 1450  
  
\_\_\_\_\_  
Michael J. Snider  
Counsel for the Unions

 12/12/06  
\_\_\_\_\_  
Shlomo D. Katz  
Counsel for the Agency

  
\_\_\_\_\_  
Sean Rogers, Esquire, Arbitrator



**IN THE MATTER OF ARBITRATION  
BEFORE ARBITRATOR SEAN J. ROGERS**

National Council of HUD )  
Locals 222, AFGE, AFL-CIO, )

Union, )

v. )

U.S. Department of Housing and )  
Urban Development, )

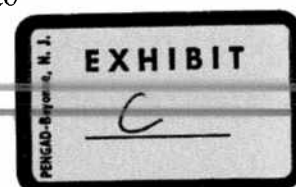
Agency. )

Issue: Compliance with GS-10 and  
Below Settlement Agreement

DECLARATION OF NORMAN MESEWICZ

I, Norman Mesewicz, declare that the following is true and correct:

1. My position of record is Deputy Director, Labor and Employee Relations Division, Headquarters, U.S. Department of Housing and Urban Development.
2. For approximately the last 17 months I have devoted most of my time to working on the Fair Labor Standards arbitration case.
3. In that capacity, in December of 2006, I was assigned the responsibility to monitor the Department's compliance with the Settlement Proposal – Non-compliance Settlement Agreement signed by the Parties December 12, 2006.
4. Article 3 of the Settlement Agreement referenced employee affidavits provided by the union in support of the contention that those employees had not been given the option to choose between overtime pay and compensatory time when they were asked to work extra hours. If no option had been given, those employees would be entitled to back pay for the difference in dollar value between compensatory time and overtime pay, and possibly additional damages. It provided the union the opportunity to



submit additional affidavits within 30 days of the date of the agreement. It further provided that management would have 30 days to review the affidavits and identify any it believed to be in dispute. The basis for disputing an affidavit would be that the employee had been offered the choice between overtime pay and compensatory time. Those affidavits would then be referred to a joint union management work group for resolution. Article 8 of the Settlement Agreement provided the above-noted process was to be repeated on a quarterly basis.

5. The affidavit review process was handled by personnel of HUD's Office of General Counsel, and Epstein Becker & Green the outside counsel HUD had retained to work on the arbitration case.
6. On December 19, 2007, I referred to HUD's Employee Service Center (ESC) the names of employee affiants who were not given the overtime/compensatory time option. (Attachment 1). I believed that these were all the employees to be paid except those whose affidavits were in dispute. The ESC role was to check pay records to confirm that those individuals did, in fact, work compensatory time during the time period claimed in their affidavits, calculate the payment amounts and effect payment. All of these employees received their FLSA payments in January and February of 2007 (Attachment 2).
7. My review of my records shows that on March 2, 2007, I received an Email message From Shlomo Katz containing his transmittal to the union of the results of management's affidavit review, i.e., affidavit disputed or not disputed, (Attachment 3).

8. On March 28, 2007, I received an Email message from Shlomo Katz containing one new name, Deborah Moody, the union wanted to add as an affiant and the names of 11 affiants who claimed they had not received their payments. I referred these names to the ESC on March 29, 2007 (Attachment 4).
9. On April 10, 2007, a complaint surfaced from the Agency's Office of Administration that FLSA payments to an employee had been taken from its awards budget (Attachment 20). This raised larger issues such as what program funds should be used for FLSA payments and the role of the Office of the Chief Financial Officer (OCFO) in the process. Around this time, I was instructed that all future FLSA payments had to be made in coordination with the OCFO.
10. On April 13, 2007, I initiated contact with OCFO regarding pending FLSA payments (Attachment 7).
11. On April 18, 2007, I advised the ESC not to initiate any more FLSA payments until I gave approval since I had to coordinate matters with the OCFO up front (Attachment 21).
12. During the latter part of May 2007 management decided not to dispute any of the affidavits which claimed that the overtime/compensatory time option was not given. I forwarded the names of the affiants in question to the ESC on May 25, 2007 (Attachment 5).
13. On July, 27, 2007. I provided the ESC with the names of 2 additional affiants whose FLSA payments needed to be calculated (Attachment 6).

14. During the period spanning April 13, 2007 to September 13, 2007, a decision from the OCFO regarding the proper source of funds remained pending (Attachments 7-13, 17). FLSA payments could not be made until that issue was resolved.
15. On August 27, 2007, I received an Email message from Hershel Goodwin asking when the outstanding FLSA payments would be made to the employees. This generated a trail of messages which resulted in the conclusion, on or about August 31, 2007, that the names of over 30 of the original undisputed affiants had not been referred to the ESC for payment (Attachment 14). I sent those names to the ESC September 6, 2007 (Attachment 15).
16. On September 12, 2007 I sent an excel spreadsheet containing the names of all affiants with pending FLSA payments to the ESC for their use in recordkeeping (Attachment 16).
17. On September 13, 2007, OCFO gave approval to begin processing the FLSA payments (Attachment 17).
18. On September 17, 2007, the ESC sent an FLSA payment update to Headquarters (Attachment 18).
19. On September 18, 2007, the ESC sent a second FLSA payment update to Headquarters (Attachment 19).

I Declare under penalty of perjury that the foregoing is true and correct.

EXECUTED this 3rd day of October 2007, in Washington, D.C.

  
\_\_\_\_\_  
NORMAN MESEWICZ



**Norman Mesewicz**  
12/19/2006 11:05 AM

To: Yvonne Matthews/ESC/CHI/HUD@HUD  
cc: Karen A. Bruno/ESC/CHI/HUD@HUD  
Subject: RE: GS-10 and below compliance settlement agreement

Yvonne,

Please see the message from Shlomo below regarding the implementation of the settlement agreement I sent you on Friday.

I will call you to discuss matters today.

Thanks.

Norman Mesewicz  
Deputy Director,  
Labor and Employee Relations Division  
Telephone 202-708-3373  
FAX 202-708-2155

----- Forwarded by Norman Mesewicz/ADMIN/HHQ/HUD on 12/19/2006 11:02 AM -----



**"Shlomo Katz"**  
<SKatz@ebglaw.com>  
12/19/2006 09:45 AM

To: <Barbara\_J.\_Edwards@hud.gov>  
cc: <jennifer\_e.\_evert@hud.gov>, <marsha\_g.\_browne@hud.gov>, <norman\_mesewicz@hud.gov>, <carolyn\_v.\_davis@hud.gov>, "Peter M. Panken" <PPanken@ebglaw.com>, "Daniel Abrahams" <DAbrahams@ebglaw.com>  
Subject: RE: GS-10 and below compliance settlement agreement

Barbara,

At your request, made through Jennifer Evert, I am resending my email of December 13 with instructions on implementing the GS-10 and below agreement. Please confirm receipt.

Thank you

**Shlomo**

---

**From:** Shlomo Katz  
**Sent:** Wednesday, December 13, 2006 7:23 PM  
**To:** Barbara\_J.\_Edwards@hud.gov  
**Cc:** jennifer\_e.\_evert@hud.gov; marsha\_g.\_browne@hud.gov; 'norman\_mesewicz@hud.gov'; carolyn\_v.\_davis@hud.gov; Peter M. Panken; Daniel Abrahams  
**Subject:** GS-10 and below compliance settlement agreement

Barbara,

This is the second email you requested. Attached is a copy of the GS-10 and below compliance settlement agreement. This copy does not have the signature of the NFFE representative, but I do have that signature on a separate copy of the agreement and will forward it to you.

Attachment 1

The following is a summary of HUD's obligations under this agreement. The paragraph numbers refer to the agreement paragraph numbers.

1a. Within two (2) pay periods of December 12, 2006, pay five employees (Evan Chuang, Pauline Magette, Linda G. Robertson, Lisa Stewart and Lisa Wimbush) the difference between capped overtime and time-and-one-half overtime for any overtime they worked from October 31, 2005 through pay period 10 of 2006. These amounts are as follows:

Chuang \$64.00  
Magette \$0 (nothing)  
Robertson \$53.35  
Stewart \$156.96  
Wimbush \$59.57

(This may have been done already. Norman Mesewicz should have this information.)

1b. Within two (2) pay periods of December 12, 2006, make a second payment to these same five employees (Evan Chuang, Pauline Magette, Linda G. Robertson, Lisa Stewart and Lisa Wimbush) in an amount equal to the payment described above. However, this payment is liquidated damages and is not subject to withholding. It should be followed up by a Form 1099.

2a. Within four (4) pay periods of December 12, 2006, pay only those individuals listed below one-half of their hourly rates, representing the difference between compensatory time and FLSA overtime pay, for any compensatory time received from October 31, 2005 through pay period 10 of 2006. (This payment is being made because their supervisors have admitted failing to offer the employee a choice of overtime pay and comp time.) The individuals entitled are:

Debra Marie Cox  
Susan McManus  
Genoveva Loran  
Sue Schofield  
Janet Ellison  
Christine Huntsman  
Jennifer Propis  
Beranice Hartfield

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Gwendolyn Hampton  
Isabella Thomas  
Carl Stiles  
Della Lucero  
Joyce Harris  
Mary Lou Wiercinski  
Phillip Hebenstreit  
Dru FLOWERS  
Carrie Myers  
Julia Powers  
Anthia Atwater  
Dallas Blair  
Cornelia Bowman  
Linda Savoy  
Helen Hadley  
Mary Margaret May  
Maudene Brown Coleman  
Margaret Gary  
Gale Harris  
Karen Stoke Tyiska  
Brian Beachler  
Anne Gilman  
Susan Readus  
Joseph Dileo  
Lourdes Guzman  
Susan Neitzel  
Alise White  
Donna Skumpija  
Margo Stokes  
Pamela Kemble  
Marisol Agosto  
Flossie Foster  
Kimberly Bledsoe  
Valerie Ashe  
Brenda Collier  
Melissa Jones  
Casey Lafever  
Lucila Knutson  
Marilyn White  
Kathryn Smith  
Crystal Martinez  
Marilyn Battey  
Linda Collins, Eliza Jeffries

2b. Within four (4) pay periods of December 12, 2006, make a second

---

payment to the same employees listed in 2a in an amount equal to one half of the payment described in 2a (in other words, one-quarter of their hourly rate). Again, this is liquidated damages and is not subject to withholding. It should be followed up by a Form 1099.

3. Appoint a Management member to participate in the working group described in paragraph 3 of the agreement.
4. Pay Arbitrator Rogers' invoice for 5-1/2 hearing days relating to GS-10 and below compliance.
5. (I will follow up on this in a separate email early next week. This item has no specific deadline.)
6. No action.
7. Appoint one employee to monitor the continued accuracy of FLSA nonexempt codings of GS-10 and below in HIHRTS, NFC and USAJobs.
- 8a. The Union has 30 days to assert that, during the period from 2006/PP10 to the present, any GS-10 and below was paid capped overtime instead of FLSA overtime or who was required to take comp time instead of overtime. If HUD agrees with the Unions claims, the employees should be paid in accordance with the formulas described in paragraphs 1 and 2. If HUD does not agree, refer to paragraph 3.
- 8b. Provide NFC data on GS-10 and below to the Union quarterly and repeat step 8a as required.
9. Within 60 days of December 12, 2006, correct any misclassifications of GS-10 and below in the NFC and HIHRTS data.
- 10-13. No action.

Please let us know if you have further questions.

**Shlomo**

Shlomo D. Katz  
Senior Counsel, Wage & Hour  
EPSTEIN BECKER & GREEN, P.C.

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1227 25th Street, N.W.  
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Washington, D.C. 20037  
(202) 861-1809  
Direct Facsimile (202) 861-3509  
[skatz@ebqlaw.com](mailto:skatz@ebqlaw.com)  
[http://www.ebqlaw.com/atty bio 222.htm](http://www.ebqlaw.com/atty_bio_222.htm)

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	A	B	C	D	E	F
1	Name	Amount	Issue Date	Treasury Schedule #	Pymt Type	Pymt Method
2						
3	Marisol Agosto	\$ 92.99	2/1/2007	7B0205	Liquidated	EFT
4	Marisol Agosto	\$ 125.25	2/1/2007	7B0205	Comp Time	EFT
5	Valerie Ashe	\$ 20.48	2/1/2007	7B0204	Liquidated	EFT
6	Valerie Ashe	\$ 26.77	2/1/2007	7B0204	Comp Time	EFT
7	Anthia Atwater	\$ 68.58	2/1/2007	7B0205	Liquidated	EFT
8	Anthia Atwater	\$ 89.64	2/1/2007	7B0205	Comp Time	EFT
9	Marilyn Batten	\$ 60.54	1/31/2007	7B0203	Liquidated	EFT
10	Marilyn Batten	\$ 79.12	1/31/2007	7B0203	Comp Time	EFT
11	Brian Beachler	\$ 44.16	1/29/2007	7B0202	Liquidated	EFT
12	Brian Beachler	\$ 57.71	1/29/2007	7B0202	Comp Time	EFT
13	Dallas Blair	\$ 6.81	2/1/2007	7B0205	Liquidated	EFT
14	Dallas Blair	\$ 8.90	2/1/2007	7B0205	Comp Time	EFT
15	Kimberly Bledsoe	\$ 64.06	1/30/2007	7B0203	Liquidated	EFT
16	Kimberly Bledsoe	\$ 83.72	1/30/2007	7B0203	Comp Time	EFT
17	Cornelia Bowman	\$ 59.57	2/1/2007	7B0205	Liquidated	EFT
18	Cornelia Bowman	\$ 77.85	2/1/2007	7B0205	Comp Time	EFT
19	Maudene Brown Coleman	\$ 55.74	2/1/2007	7B0205	Liquidated	EFT
20	Maudene Brown Coleman	\$ 79.76	2/1/2007	7B0205	Comp Time	EFT
21	Brenda Collier	\$ 5.55	2/1/2007	7B0204	Liquidated	EFT
22	Brenda Collier	\$ 7.94	2/1/2007	7B0204	Comp Time	EFT
23	Linda Collins	\$ 95.19	1/31/2007	7B0204	Liquidated	EFT
24	Linda Collins	\$ 124.41	1/31/2007	7B0204	Comp Time	EFT
25	Joseph Dileo	\$ 13.47	1/30/2007	7B0203	Liquidated	EFT
26	Joseph Dileo	\$ 19.81	1/30/2007	7B0203	Comp Time	EFT
27	Flossie Foster	\$ 10.94	1/30/2007	7B0203	Liquidated	EFT
28	Flossie Foster	\$ 14.73	1/30/2007	7B0203	Comp Time	EFT
29	Margaret Gary	\$ 9.82	2/1/2007	7B0205	Liquidated	EFT
30	Margaret Gary	\$ 12.84	2/1/2007	7B0205	Comp Time	EFT
31	Anne Gilman	\$ 11.66	1/29/2007	7B0202	Liquidated	EFT
32	Anne Gilman	\$ 15.70	1/29/2007	7B0202	Comp Time	EFT
33	Lourdes Guzman	\$ 106.83	2/1/2007	7B0205	Liquidated	EFT
34	Lourdes Guzman	\$ 143.89	1/31/2007	7B0205	Comp Time	EFT
35	Gwendolyn Hampton	\$ 18.13	1/30/2007	7B0203	Liquidated	EFT
36	Gwendolyn Hampton	\$ 23.68	1/27/2007	7B0201	Comp Time	EFT

	A	B	C	D	E	F
37	Gale Harris	\$ 63.39	1/29/2007	7B0203	Liquidated	EFT
38	Gale Harris	\$ 82.84	1/29/2007	7B0203	Comp Time	EFT
39	Berance Hartfield	\$ 67.02	1/30/2007	7B0203	Liquidated	EFT
40	Berance Hartfield	\$ 87.60	1/27/2007	7B0201	Comp Time	EFT
41	Phillip Hebenstreit Jr	\$ 56.54	1/29/2007	7B0202	Liquidated	EFT
42	Phillip Hebenstreit Jr	\$ 73.90	1/29/2007	7B0202	Comp Time	EFT
43	Christine Huntsman	\$ 40.14	1/29/2007	7B0202	Liquidated	EFT
44	Christine Huntsman	\$ 52.46	1/27/2007	7B0201	Comp Time	EFT
45	Eliza Jeffries	\$ 49.31	1/31/2007	7B0204	Liquidated	EFT
46	Eliza Jeffries	\$ 64.45	1/31/2007	7B0204	Comp Time	EFT
47	Melissa Jones	\$ 41.40	2/1/2007	7B0205	Liquidated	EFT
48	Melissa Jones	\$ 54.10	2/1/2007	7B0205	Comp Time	EFT
49	Pamela Kemble	\$ 89.74	2/1/2007	7B0205	Liquidated	EFT
50	Pamela Kemble	\$ 117.29	2/1/2007	7B0205	Comp Time	EFT
51	Lucilia Knutson	\$ 37.08	2/1/2007	7B0204	Liquidated	EFT
52	Lucilia Knutson	\$ 48.46	2/1/2007	7B0204	Comp Time	EFT
53	Casey LaFever	\$ 218.51	2/1/2007	7B0204	Liquidated	EFT
54	Casey LaFever	\$ 284.29	2/1/2007	7B0204	Comp Time	EFT
55	Genoveva Loran	\$ 140.91	1/30/2007	7B0203	Liquidated	EFT
56	Genoveva Loran	\$ 184.15	1/27/2007	7B0201	Comp Time	EFT
57	Crystal Martinez	\$ 44.90	1/31/2007	7B0203	Liquidated	EFT
58	Crystal Martinez	\$ 58.68	1/31/2007	7B0203	Comp Time	EFT
59	Mary May	\$ 57.15	2/1/2007	7B0205	Liquidated	EFT
60	Mary May	\$ 74.68	2/1/2007	7B0205	Comp Time	EFT
61	Susan McManus	\$ 46.70	1/29/2007	7B0251	Liquidated	Check
62	Susan McManus	\$ 61.04	1/27/2007	7B0251	Comp Time	Check
63	Debra Mele Cox	\$ 22.10	1/29/2007	7B0202	Liquidated	EFT
64	Debra Mele Cox	\$ 28.88	1/29/2007	7B0202	Comp Time	EFT
65	Carrie Myers	\$ 240.12	2/1/2007	7B0205	Liquidated	EFT
66	Carrie Myers	\$ 303.54	2/1/2007	7B0205	Comp Time	EFT
67	Susan Neitzel	\$ 73.50	2/1/2007	7B0205	Liquidated	EFT
68	Susan Neitzel	\$ 105.18	2/1/2007	7B0205	Comp Time	EFT
69	Julia Powers	\$ 88.15	2/1/2007	7B0205	Liquidated	EFT
70	Julia Powers	\$ 115.20	2/1/2007	7B0205	Comp Time	EFT
71	Jennifer Propis	\$ 5.24	1/30/2007	7B0203	Liquidated	EFT
72	Jennifer Propis	\$ 6.84	1/27/2007	7B0201	Comp Time	EFT

	A	B	C	D	E	F
73	Susan Readus	\$ 2.46	1/30/2007	7B0203	Liquidated	EFT
74	Susan Readus	\$ 3.31	1/30/2007	7B0203	Comp Time	EFT
75	Linda Savoy	\$ 3.85	2/1/2007	7B0205	Liquidated	EFT
76	Linda Savoy	\$ 5.51	2/1/2007	7B0205	Comp Time	EFT
77	Sue Schofield	\$ 72.60	1/30/2007	7B0203	Liquidated	EFT
78	Sue Schofield	\$ 94.89	1/27/2007	7B0202	Comp Time	EFT
79	Donna Skumpija	\$ 121.75	2/1/2007	7B0205	Liquidated	EFT
80	Donna Skumpija	\$ 159.11	2/1/2007	7B0205	Comp Time	EFT
81	Kathryn Smith	\$ 8.98	1/31/2007	7B0203	Liquidated	EFT
82	Kathryn Smith	\$ 11.74	1/31/2007	7B0203	Comp Time	EFT
83	Carl Stiles Jr.	\$ 497.64	1/29/2007	7B0202	Liquidated	EFT
84	Carl Stiles Jr.	\$ 732.03	1/29/2007	7B0202	Comp Time	EFT
85	Margo Stokes	\$ 8.74	2/1/2007	7B0205	Liquidated	EFT
86	Margo Stokes	\$ 11.43	2/1/2007	7B0205	Comp Time	EFT
87	Karen Stokes Tyiska	\$ 25.38	1/29/2007	7B0202	Liquidated	EFT
88	Karen Stokes Tyiska	\$ 33.15	1/29/2007	7B0202	Comp Time	EFT
89	Isabella Thomas	\$ 49.23	1/30/2007	7B0203	Liquidated	EFT
90	Isabella Thomas	\$ 70.44	1/29/2007	7B0201	Comp Time	EFT
91	Alise White	\$ 17.40	2/1/2007	7B0205	Liquidated	EFT
92	Alise White	\$ 22.74	2/1/2007	7B0205	Comp Time	EFT
93	Marilyn White	\$ 52.68	1/30/2007	7B0203	Liquidated	EFT
94	Marilyn White	\$ 68.83	1/30/2007	7B0203	Comp Time	EFT

**Mesewicz, Norman**

**From:** Shlomo Katz [SKatz@ebglaw.com]  
**Sent:** Friday, March 02, 2007 10:46 AM  
**To:** Mesewicz, Norman  
**Cc:** Evert, Jennifer E  
**Subject:** RE: OT choice affidavits

**Sensitivity:** Personal

Norman,

The list below is what we sent to Snider showing which affidavits we dispute and which we don't. I have highlighted in red those who are shown on Yvonne Matthews spreadsheet as paid. Note that 3 of the 13 "Disputed" affidavits have been paid. Since HUD can't take the money back, those three should be moved to the "Undisputed" column.

There is some overlap between the list below and the original 67 affidavits, but not total overlap. I am not sure how many affidavits were received in total. Maybe Jennifer can help there.

Shlomo

From: Shlomo Katz  
Sent: Saturday, February 17, 2007 7:49 PM  
To: 'mike@sniderlaw.com'; 'flsa@sniderlaw.com'; 'carolyn\_federoff@hud.gov'  
Cc: 'jennifer\_e\_evert@hud.gov'; norman\_mesewicz@hud.gov; marsha\_g\_browne@hud.gov; Peter M. Panken; Daniel Abrahams  
Subject: OT choice affidavits

Mike

Below is HUD's response to the affidavits submitted by the Union.


Shlomo

	Dispute	No Dispute
	Agosto, Marisol	x
	Altuna, Alejandra	x
	Anderson, Ranae	X
	Anderson, Tracey	x
	Argust, Damaris	X
	Ashe, Valerie	x
	Ayze, Tracey	X
	Battey, Marilyn	x
	Beachler, Brian	x
Bell, Joan	X	
	Belton, Ernestine	X
	Bing, Gloria	x
	Boddy, Marilyn	X
	Brownlow, Shivona	X
	Carlson, Jessica	X
	Carter, Cynthia	x
	Chandler, Loretta	X
	Cheng, Francis	X
	Coleman, Mary	x
	Collier, Brenda	x
	Collins, Linda	X
	Colvin, Gwendolyn	X
	Cox, Debra	x
	Craudoiph, Nina	x

Attachment 3

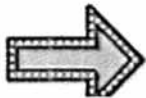
Crumpler, Virginia		X
Czarnecki, Sally	X	
Daugherty, William		X
Lovely, Delores	X	
Dingman, Linda	X	
Doan, Milton Elizabeth		x
Ellison, Janet	x	
Foster, Flossie	X	
Freeman, Anita	X	
Gary, Margaret	X	
Giles, Gladys	x	
Gilman, Anne	X	
Guzman, Lourdes	x	
Hampton, Gwen	x	
Harris, Gail	X	
Hartfield, Beranice	x	
Hernandez, Myrta	x	
Hiers, Sheryl	X	
Hooper, Linda	X	
Howington, Robert	x	
Jackson, Tyesha	X	
Jeffries, Eliza	x	
Jessie, Louise	X	
Johnson, Samuel	X	
Jones, Melissa	x	
King, Annette	X	
Livingston, Terry	X	
Lucero, Della	x	
Magee, Linda	X	
Martinez, Crystal	x	
McNanus, Susan	x	
Moody, Deborah	x	
Morse, Toni	X	
Mungin, Alison	X	
Myers, Carrie	x	
Neitzel, Susan	x	
Newman, Judy	x	
Newville, Lori	x	
Noel, Michele	x	
Ouellette, Audra	x	
Petry, Patty	x	
Pipes, Rosalind	x	
Powers, Julia	x	
Pyle, Carol	x	
Ray, Sharon	x	
Rodriguez, Maria	x	
Sanborn Georgia	x	
Savoy, Linda	x	
Schofield, Sue	x	
Smith, Kathryn	x	
Smith, Pamela	x	
Stewart, Linda	x	
Stiles Jr., Carl	x	
Stokes, Margo	x	
Stokes-Tyiska, Karen		x
Sutton, Debra	x	
Swartz, Ann	x	
Tamekiah, Aguire	x	
Thomas, Isabella	x	
Thomas, Kerri	x	
Westover, Jacqueline		x
White, Marilyn	X	
Williams, Marilyn	x	
Wyley, Delcenia	x	
Zitnay, Karen	x	

**Yvonne Matthews**  
03/29/2007 03:04 PM

To: Norman Mesewicz/ADMIN/HHQ/HUD@HUD  
cc:  
Subject: Re: FW: Payment of affiants 

I need some time to research these cases, I will get back to you shortly with my findings.

Yvonne  
Norman Mesewicz



**Norman Mesewicz**  
03/29/2007 01:01 PM

To: Yvonne Matthews/ESC/CHI/HUD@HUD  
cc:  
Subject: Re: FW: Payment of affiants

Norman Mesewicz

Yvonne,

Please see the Email traffic below.

My review revealed that, except for Delores Lovely who is not on the list, the names below are unchallenged affiants. They do not appear on the payment spreadsheet.

Can you look into this?

Thanks.

Norman Mesewicz  
Deputy Director,  
Labor and Employee Relations Division  
Telephone 202-708-3373  
FAX 202-708-2155

— Forwarded by Norman Mesewicz/ADMIN/HHQ/HUD on 03/29/2007 12:02 PM —



**"Shlomo Katz"**  
<SKatz@ebglaw.com>  
03/28/2007 09:12 PM

To: <norman\_mesewicz@hud.gov>, <jennifer\_e\_evert@hud.gov>  
cc:  
Subject: FW: Payment of affiants

FYI

---

**From:** Avi Bloomenstiel [mailto:Avi@sniderlaw.com]  
**Sent:** Thursday, March 22, 2007 6:01 PM  
**To:** Avi Bloomenstiel; Shlomo Katz  
**Cc:** Michael Snider; carolyn\_federoff@hud.gov; flsa  
**Subject:** RE: Payment of affiants

Shlomo-

Please add Ms. Deborah D. Moody at HUD HQ to our list of employees for whom we would like to verify the below.

- Avi

---

**From:** Avi Bloomenstiel  
**Sent:** Wednesday, March 07, 2007 1:16 PM  
**To:** 'Shlomo Katz'  
**Cc:** Michael Snider; 'carolyn\_federoff@hud.gov'; flsa  
**Subject:** Payment of affiants

Mr. Katz –

The following are the employees thus far who have reported to the union that they have not, as of yet, received any compensation following submission of their affidavits. These are all employees who, according to your e-mail of February 17<sup>th</sup>, 2007 7:53PM, the agency does not dispute their comp. time claims.

Bell, Joan

Carlson, Jessica

Freeman, Anita L.

Hiers, Sheryl O.

Jackson, Tyesha

Jessie, Louise

Johnson, Samuel

King, F. Annette

---



Livingston, Terry

Sutton, Debra

Lovely, Delores

Please provide to us the following information for each of these employees :

- 1) Has the employee actually been paid or not according to agency records?
- 2) If the employee has been paid, then in which pay period was it given?
- 3) If the employee has been paid, then how much were they compensated?
- 4) If the individual has not been paid, what is the reason for the delay?
- 5) If the individual has not been paid, when should we expect the agency to comply with the agreement and pay the employee?

Thank you for your attention to these issues –

Avi Bloomenstiel

Supervisory Paralegal

Snider and Associates, LLC.

Baltimore, MD

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---

**Mesewicz, Norman**

---

**From:** Mesewicz, Norman  
**Sent:** Friday, May 25, 2007 11:50 AM  
**To:** Matthews, Yvonne  
**Subject:** FLSA NAMES

Yvonne,

Here are the nine additional names for FLSA payments we discussed yesterday.

- Anderson, Tracey M.
- Bing, Gloria D.
- Colvin, Gwendolyn (We did not find any OT/CT worked during the time period in question.)
- Craddolph, Nina A.
- Howington, Robert W.
- Mungin, Alison Eileen
- Newman, Judith L.
- Pipes, Rosalind D.
- Smith, Pamela A.

Please let me know if you have any questions.

Norman

**Mesewicz, Norman**

---

**From:** Mesewicz, Norman  
**Sent:** Friday, July 27, 2007 10:56 AM  
**To:** Matthews, Yvonne  
**Subject:** TWO MORE NAMES

**Tracking:** Recipient      Read  
Matthews, Yvonne Read: 7/27/2007 11:18 AM

Yvonne,

I have two more names that were omitted from the original list sent to you by Shlomo.

Please check on their entitlement to payment for pay period 22 2005 through pay period 10 2006.

They are William Daugherty and Janet Ellison both of whom work in FPM in Region 4.

Thanks,

Norman

---

Attachment 6

---

9/19/2007

**Mesewicz, Norman**

---

**From:** Mesewicz, Norman  
**Sent:** Friday, April 13, 2007 12:08 PM  
**To:** Lincoln, Vincent A  
**Subject:** FLSA DAMAGES PAYEE LISTING  
**Attachments:** FLSAPymtsPA.xls

Here is the listing with a few additional names as we discussed.

---

Attachment 7

---

**Mesewicz, Norman**

---

**From:** Mesewicz, Norman  
**Sent:** Friday, April 20, 2007 3:14 PM  
**To:** Lincoln, Vincent A  
**Subject:** FLSA PAYMENTS - PROCEDURES

Vincent,

Please get in touch to advise me regarding the procedures I need to follow with your office to effect the future FLSA damages payments that need to be made.

Thanks,

Norman

---

Attachment 8

9/18/2007

**Mesewicz, Norman**


---

**From:** Mesewicz, Norman  
**Sent:** Friday, July 27, 2007 10:18 AM  
**To:** Lincoln, Vincent A  
**Subject:** FLSA PAYMENTS

Vincent,

Were you able to decide how you want the next payments to be handled? You were going to check with the appropriations attorneys.

Norman

  
Attachment 9

**Mesewicz, Norman**

---

**From:** Mesewicz, Norman  
**Sent:** Tuesday, August 21, 2007 7:45 AM  
**To:** Lincoln, Vincent A  
**Subject:** RE: FLSA PAYMENTS

**Tracking:** Recipient      Read  
Lincoln, Vincent A Deleted: 8/21/2007 2:42 PM

Thanks.

---

**From:** Lincoln, Vincent A  
**Sent:** Monday, August 20, 2007 3:53 PM  
**To:** Mesewicz, Norman  
**Subject:** RE: FLSA PAYMENTS

Norman,

We haven't reached a determination yet. I received a call back from Yvonne Matthews on Friday, and she was going to look into how the payments were made and get back to me. Our appropriation Attorney is reviewing the settlement agreement also, but I haven't heard from him yet.

I will keep you posted as soon as I hear.

Vincent

---

**From:** Mesewicz, Norman  
**Sent:** Monday, August 20, 2007 3:25 PM  
**To:** Lincoln, Vincent A  
**Subject:** FLSA PAYMENTS

Vince,

Have you been able to reach a determination regarding the FLSA Back pay/damages issue?

Did you speak with Yvonne Matthews at the ESC?

Norman

---

Attachment 10



**Mesewicz, Norman**

---

**From:** Mesewicz, Norman  
**Sent:** Wednesday, August 22, 2007 12:16 PM  
**To:** Lincoln, Vincent A  
**Cc:** Edwards, Barbara J; Martin, James M; Anderson, John E; Matthews, Yvonne  
**Subject:** FLSA PAYMENTS

**Tracking:**

Recipient	Read
Lincoln, Vincent A	Read: 8/22/2007 1:22 PM
Edwards, Barbara J	Read: 8/22/2007 4:49 PM
Martin, James M	Read: 8/22/2007 12:19 PM
Anderson, John E	
Matthews, Yvonne	Read: 8/22/2007 1:15 PM

Vincent,

Please see the Email below which I received from the union. As you can see, they are becoming more impatient,

The Department needs to make its determination regarding the budgetary source for FLSA back pay/damages payments with all due speed. If this does not happen, the union will file additional charges against us and we will then, in all probability owe them more money.

Call me if you have any questions.

Thanks,

Norman

I

---


**From:** Hershel Goodwin [mailto:Hershel@sniderlaw.com]  
**Sent:** Wednesday, August 22, 2007 9:51 AM  
**To:** Mesewicz, Norman  
**Cc:** flsa; Federoff, Carolyn; McDargh, Elizabeth  
**Subject:** non-compliance with Non-Compliance agreement

Hi Norman:

Back on July 27, we spoke on the phone about payments for people who had been denied comp-time election. We referred to the email I sent to Shlomo Katz on July 26.

You told me then that the agency had to figure out which piggy bank the employees would get paid from, and that it was possible that they would get paid within four weeks.

You also told me that you would send me information relating to the payments that the agency made to all of the 89 grievants who were due payments.

Has the agency figured out which piggy bank the unpaid grievants are getting paid from? When will we get the information about the payments which were made? 

I hope your knee feels better soon,

Attachment 11

Hershel Goodwin  
Paralegal  
Snider and Associates, LLC  
104 Church Lane Suite 100  
Baltimore, Maryland 21208  
410 653-9060  
410 653 9061 fax

-----  
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**Mesewicz, Norman**

---

**From:** Mesewicz, Norman  
**Sent:** Monday, August 27, 2007 9:28 AM  
**To:** Lincoln, Vincent A  
**Cc:** Edwards, Barbara J; Martin, James M; Anderson, John E; Matthews, Yvonne  
**Subject:** FW: FLSA PAYMENTS

**Tracking:**

Recipient	Read
Lincoln, Vincent A	Read: 8/27/2007 10:09 AM
Edwards, Barbara J	Read: 8/27/2007 9:32 AM
Martin, James M	Read: 8/27/2007 9:35 AM
Anderson, John E	Read: 8/27/2007 9:50 AM
Matthews, Yvonne	Read: 8/28/2007 10:25 AM

Any word on this?

---

**From:** Mesewicz, Norman  
**Sent:** Wednesday, August 22, 2007 12:16 PM  
**To:** Lincoln, Vincent A  
**Cc:** Edwards, Barbara J; Martin, James M; Anderson, John E; Matthews, Yvonne  
**Subject:** FLSA PAYMENTS

Vincent,

Please see the Email below which I received from the union. As you can see, they are becoming more impatient,

The Department needs to make its determination regarding the budgetary source for FLSA back pay/damages payments with all due speed. If this does not happen, the union will file additional charges against us and we will then, in all probability owe them more money.

Call me if you have any questions.

Thanks,

Norman

I

---

**From:** Hershel Goodwin [mailto:Hershel@sniderlaw.com]  
**Sent:** Wednesday, August 22, 2007 9:51 AM  
**To:** Mesewicz, Norman  
**Cc:** flsa; Federoff, Carolyn; McDargh, Elizabeth  
**Subject:** non-compliance with Non-Compliance agreement

Attachment 12

Hi Norman:

Back on July 27, we spoke on the phone about payments for people who had been denied comp-time election. We referred to the email I sent to Shlomo Katz on July 26.

You told me then that the agency had to figure out which piggy bank the employees would get paid from, and

---

9/18/2007

that it was possible that they would get paid within four weeks.

You also told me that you would send me information relating to the payments that the agency made to all of the 89 grievants who were due payments.

Has the agency figured out which piggy bank the unpaid grievants are getting paid from? When will we get the information about the payments which were made?

I hope your knee feels better soon,

**Hershel Goodwin**  
Paralegal  
Snider and Associates, LLC  
104 Church Lane Suite 100  
Baltimore, Maryland 21208  
410 653-9060  
410 653 9061 fax

---

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**Mesewicz, Norman**

**From:** Mesewicz, Norman  
**Sent:** Tuesday, August 28, 2007 8:16 AM  
**To:** Lincoln, Vincent A  
**Cc:** Edwards, Barbara J; Martin, James M; Anderson, John E  
**Subject:** FW: non-compliance with Non-Compliance agreement

**Tracking:**

Recipient	Read
Lincoln, Vincent A	
Edwards, Barbara J	Read: 8/28/2007 8:29 AM
Martin, James M	Read: 8/28/2007 8:16 AM
Anderson, John E	Read: 8/28/2007 9:39 AM

Please review the traffic below. The union is clearly impatient. The Department needs to reach a decision regarding where the money for the payments will come from.

---

**From:** Hershel Goodwin [mailto:Hershel@sniderlaw.com]  
**Sent:** Monday, August 27, 2007 5:13 PM  
**To:** Mesewicz, Norman  
**Cc:** Federoff, Carolyn; flsa; Shlomo Katz  
**Subject:** RE: non-compliance with Non-Compliance agreement

Norman,

I have reviewed the fax you sent. While it addressed some of the grievants who submitted affidavits, the majority are not mentioned.

Mr. Snider has told me that he needs proof of payment (LEs, like you gave us for Chuang, Wimbush, Robertson, and Stewart regarding code 34 FLSA differential pay) for all of the comp time affiants by Tuesday, September 4 at noon.

Thank you,

**Hershel Goodwin**  
 Paralegal  
 Snider and Associates, LLC  
 104 Church Lane Suite 100  
 Baltimore, Maryland 21208  
 410 653-9060  
 410 653 9061 fax

---

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---

**From:** Mesewicz, Norman [mailto:Norman.Mesewicz@hud.gov]  
**Sent:** Wednesday, August 22, 2007 11:59 AM  
**To:** Hershel Goodwin  
**Cc:** flsa; Federoff, Carolyn; McDargh, Elizabeth  
**Subject:** RE: non-compliance with Non-Compliance agreement

Attachment 13

Hershel,

I just had a fax sent to you with the names of the affiants who have already been paid along with the amount of payment, the date of payment, the type of payment and the program of the affiant. Please keep an eye out for it.

Remember there are 22 other affiants for whom payment is pending.

I do not have the answer to the source of funds question yet, but I continue to follow up on it.

Call me if you have any questions.

Norman

---

**From:** Hershel Goodwin [mailto:Hershel@sniderlaw.com]  
**Sent:** Wednesday, August 22, 2007 9:51 AM  
**To:** Mesewicz, Norman  
**Cc:** flsa; Federoff, Carolyn; McDargh, Elizabeth  
**Subject:** non-compliance with Non-Compliance agreement

Hi Norman:

Back on July 27, we spoke on the phone about payments for people who had been denied comp-time election. We referred to the email I sent to Shlomo Katz on July 26.

You told me then that the agency had to figure out which piggy bank the employees would get paid from, and that it was possible that they would get paid within four weeks.

You also told me that you would send me information relating to the payments that the agency made to all of the 89 grievants who were due payments.

Has the agency figured out which piggy bank the unpaid grievants are getting paid from? When will we get the information about the payments which were made?

I hope your knee feels better soon,

**Hershel Goodwin**  
Paralegal  
Snider and Associates, LLC  
104 Church Lane Suite 100  
Baltimore, Maryland 21208  
410 653-9060  
410 653 9061 fax

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**Mesewicz, Norman**

---

**From:** Hershel Goodwin [Hershel@sniderlaw.com]  
**Sent:** Tuesday, September 04, 2007 5:02 PM  
**To:** Mesewicz, Norman  
**Cc:** Michael Snider; Federoff, Carolyn  
**Subject:** RE: non-compliance with Non-Compliance agreement  
**Attachments:** Ray, Sharon.pdf; Swartz, Ann.pdf

Norman:

I have attached two of the three affidavits you referenced.

I have not attached the Affidavit that Linda Hooper signed. Upon review of the materials which we sent, I discovered that we did not submit it with the other ones.

Mr. Snider wants the LESs as proof that the people were paid appropriately.

**Hershel Goodwin**  
Paralegal  
Snider and Associates, LLC  
104 Church Lane Suite 100  
Baltimore, Maryland 21208  
410 653-9060  
410 653 9061 fax

---

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---

**From:** Mesewicz, Norman [mailto:Norman.Mesewicz@hud.gov]  
**Sent:** Friday, August 31, 2007 2:55 PM  
**To:** Hershel Goodwin  
**Subject:** RE: non-compliance with Non-Compliance agreement

Hershel,

I have affidavits from all below except Linda Hooper, Sharon Ray and Ann Swartz. Could you send those to me?

I did not work on this matter from its outset, and I am trying to find out why these names were omitted from the first group.

The pay for these employees will need to be verified which will take some time. Also the "pot of money" issue still requires resolution.

Lastly, what is the need for leave and earnings statements?

Let's talk next Tuesday.

I hope you have an enjoyable Labor Day (That assumes, of course, that Mr. Snider will let you have the day off.).

Norman

---

Attachment 14

**From:** Hershel Goodwin [mailto:Hershel@sniderlaw.com]  
**Sent:** Tuesday, August 28, 2007 11:22 AM  
**To:** Mesewicz, Norman  
**Cc:** Federoff, Carolyn; flsa  
**Subject:** RE: non-compliance with Non-Compliance agreement

Norman:

Here are the affiants that were not on the spreadsheet you faxed and were not on the list of 22 attached below.

Agosto, Marisol
Altuna, Alejandra
Anderson, Ranae
Argust, Damaris
Ayze, Tracey
Belton, Ernestine
Boddy, Marilyn
Brownlow, Shivona
Carter, Cynthia
Chandler, Loretta
Cheng, Francis
Coleman, Mary
Crumpler, Virginia
Czarnecki, Sally
Dingman, Linda
Doan, Milton Elizabeth
Giles, Gladys
Hernandez, Myrta
Hooper, Linda
Lucero, Della
Magee, Linda
Moody, Deborah
Morse, Toni
Newville, Lori
Noel, Michele
Ouellette, Audra
Petry, Patty
Pyle, Carol
Ray, Sharon
Rodriguez, Maria
Sanborn Georgia
Stewart, Linda
Swartz, Ann
Aguire, Tamekiah
Thomas, Kerri
Westover, Jacqueline
Williams, Marilyn
Wyley, Delcenia
Zitnay, Karen



Hershel Goodwin  
Paralegal  
Snider and Associates, LLC  
104 Church Lane Suite 100  
Baltimore, Maryland 21208  
410 653-9060  
410 653 9061 fax

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---

**From:** Mesewicz, Norman [mailto:Norman.Mesewicz@hud.gov]  
**Sent:** Tuesday, August 28, 2007 11:04 AM  
**To:** Hershel Goodwin  
**Subject:** FW: non-compliance with Non-Compliance agreement

Below are the 22 affiants and their program areas with pending payments. They will be paid promptly when the funding source is identified.

Please let me know who you think we are still missing.

Thanks

1. Joan Bell – Housing
2. Jessica Carlson – Housing
3. Anita L. Freeman – FPM
4. Sheryl O. Hiers – Housing
5. Tyesha Jackson – FHEO
6. Louise Jessie – Administration
7. Samuel Johnson – FHEO
8. F. Anette King – FPM
9. Terry Livingston – FPM
10. Delores Lovely – Housing
11. Debra Sutton – PIH
12. Tracey Anderson – Housing
13. Gloria Bing – FHEO
14. Gwendolyn Colvin – Housing
15. Nina Craddolph – Housing
16. Robert Hovington – Housing
17. Alison Mungin – Housing
18. Judith Newman – Housing
19. Rosalind Pipes – Housing
20. Pamela Smith – FHEO
21. William Daugherty – FPM
22. Janet Ellison - FPM

---

**From:** Mesewicz, Norman  
**Sent:** Tuesday, August 28, 2007 8:12 AM  
**To:** 'hershel@sniderlaw.com'  
**Subject:** FW: non-compliance with Non-Compliance agreement

---

Hershel,

Please refresh my memory regarding the quantum of proof of payment Mr. Snider seeks. I will send you the names of the 22 employees for whom payment is pending. Then, I need from you the names of affiants you believe have not been addressed.

Thanks,

Norman

---

**From:** Hershel Goodwin [mailto:Hershel@sniderlaw.com]  
**Sent:** Monday, August 27, 2007 5:13 PM  
**To:** Mesewicz, Norman  
**Cc:** Federoff, Carolyn; flsa; Shlomo Katz  
**Subject:** RE: non-compliance with Non-Compliance agreement

Norman,

I have reviewed the fax you sent. While it addressed some of the grievants who submitted affidavits, the majority are not mentioned.

Mr. Snider has told me that he needs proof of payment (LEs, like you gave us for Chuang, Wimbush, Robertson, and Stewart regarding code 34 FLSA differential pay) for all of the comp time affiants by Tuesday, September 4 at noon.

Thank you,

**Hershel Goodwin**  
Paralegal  
Snider and Associates, LLC  
104 Church Lane Suite 100  
Baltimore, Maryland 21208  
410 653-9060  
410 653 9061 fax

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---

**From:** Mesewicz, Norman [mailto:Norman.Mesewicz@hud.gov]  
**Sent:** Wednesday, August 22, 2007 11:59 AM  
**To:** Hershel Goodwin  
**Cc:** flsa; Federoff, Carolyn; McDargh, Elizabeth  
**Subject:** RE: non-compliance with Non-Compliance agreement

Hershel,

I just had a fax sent to you with the names of the affiants who have already been paid along with the amount of payment, the date of payment, the type of payment and the program of the affiant. Please keep an eye out for it.

Remember there are 22 other affiants for whom payment is pending.

I do not have the answer to the source of funds question yet, but I continue to follow up on it.

Call me if you have any questions.

Norman

---

9/14/2007

---

**From:** Hershel Goodwin [mailto:Hershel@sniderlaw.com]  
**Sent:** Wednesday, August 22, 2007 9:51 AM  
**To:** Mesewicz, Norman  
**Cc:** flsa; Federoff, Carolyn; McDargh, Elizabeth  
**Subject:** non-compliance with Non-Compliance agreement

Hi Norman:

Back on July 27, we spoke on the phone about payments for people who had been denied comp-time election. We referred to the email I sent to Shlomo Katz on July 26.

You told me then that the agency had to figure out which piggy bank the employees would get paid from, and that it was possible that they would get paid within four weeks.

You also told me that you would send me information relating to the payments that the agency made to all of the 89 grievants who were due payments.

Has the agency figured out which piggy bank the unpaid grievants are getting paid from? When will we get the information about the payments which were made?

I hope your knee feels better soon,

**Hershel Goodwin**  
Paralegal  
Snider and Associates, LLC  
104 Church Lane Suite 100  
Baltimore, Maryland 21208  
410 653-9060  
410 653 9061 fax

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**Mesewicz, Norman**

---

**From:** Mesewicz, Norman  
**Sent:** Thursday, September 06, 2007 2:53 PM  
**To:** Bruno, Karen A  
**Subject:** PER BARBARA EDWARDS MESSAGE

**Tracking:** Recipient    Read

Bruno, Karen A Read: 9/6/2007 3:09 PM

Karen,

This is a follow up to Barbara's message to you re: FLSA compliance.

Below are the names of 38 additional employees whose overtime claims need to be verified. The time period in question is October 31, 2005 through pay period 10 of 2006.

Please let me know if you have any questions

Norman

Altuna, Alejandra
Anderson, Ranae
Argust, Damaris
Ayze, Tracey
Belton, Ernestine
Boddy, Marilyn
Brownlow, Shivona
Carter, Cynthia
Chandler, Loretta
Cheng, Francis
Coleman, Mary
Crumpler, Virginia
Czarnecki, Sally
Dingman, Linda
Doan, Milton Elizabeth
Giles, Gladys
Hernandez, Myrta
Hooper, Linda
Lucero, Della
Magee, Linda
Moody, Deborah
Morse, Toni
Newville, Lori
Noel, Michele
Ouellette, Audra
Petry, Patty
Pyle, Carol
Ray, Sharon
Rodriguez, Maria

Attachment 15

Sanborn Georgia
Stewart, Linda
Swartz, Ann
Aguire, Tamekia
Thomas, Kerri
Westover, Jacqueline
Williams, Marilyn
Wyley, Delcenia
Zitnay, Karen

**Mesewicz, Norman**

---

**From:** Mesewicz, Norman  
**Sent:** Wednesday, September 12, 2007 3:53 PM  
**To:** Matthews, Yvonne  
**Cc:** Edwards, Barbara J; Bruno, Karen A; Stewart, June M  
**Subject:** LIST - FLSA AFFIANTS  
**Attachments:** FLSA AFFIANTS (2)91207.xls

**Tracking:**

<b>Recipient</b>	<b>Read</b>
Matthews, Yvonne	Read: 9/12/2007 4:37 PM
Edwards, Barbara J	Read: 9/12/2007 4:39 PM
Bruno, Karen A	Read: 9/13/2007 2:09 PM
Stewart, June M	Read: 9/12/2007 4:02 PM

Yvonne,

Attached is an Excel spreadsheet list of the affiants whose FLSA pay must researched/calculated.

Its columns were designed for HQ purposes. It is provided so that you can modify it to suit your needs of recording pay and pay dates.

Please let me know if you have any questions.

Norman

---

Attachment 16



FLSA AFFIANTS

A	B	C	D	E	F	G	H
Name	Program	Supervisors	Contacted	Choice	Payments	Payments Type	Payment Date
1							
37	Lucero, Dalla						
38	Magee, Linda						
39	Moody, Deborah						
40	Morse, Toni						
41	Mungin, Alison						
42	Newman, Judith						
43	Newville, Lori						
44	Noel, Michele						
45	Ouellette, Audra						
46	Petry, Patty						
47	Pipes, Rosalind						
48	Pyle, Carol						
49	Ray, Sharon						
50	Rodriguez, Maria						
51	Sanborn, Georgia						
52	Smith, Pamela						
53	Stewart, Linda						
54	Sutton, Debra						
55	Swartz, Ann						
56	Thomas, Kerri						
57	Westover, Jacqueline						
58	Williams, Marilyn						
59	Wyley, Delcena						
60	Aitnay, Karen						



**Mesewicz, Norman**

---

**From:** Epps, Frieda A  
**Sent:** Thursday, September 13, 2007 5:46 PM  
**To:** Matthews, Yvonne; Mesewicz, Norman  
**Cc:** Lincoln, Vincent A; Edwards, Barbara J; Dominguez, Mary L  
**Subject:** FW: Back Pay/Damages Payments under the FLSA

We have the go ahead to process these FLSA settlements. However, please inform me when these payments have been processed so we can make sure they are paid from salaries and not awards. A list of completed transactions would be great.

Frieda A. Epps  
Office of Budget, CFO, HUD  
[frieda\\_a\\_epps@hud.gov](mailto:frieda_a_epps@hud.gov)  
office: (202) 402-4824  
Fax: (202) 401-0929

"Stand for what is correct, even if it means that you have to stand alone!"

---

**From:** Epps, Frieda A  
**Sent:** Thursday, September 13, 2007 2:13 PM  
**To:** Edwards, Barbara J; Matthews, Yvonne; Mesewicz, Norman  
**Cc:** Anderson, John E; Lincoln, Vincent A  
**Subject:** RE: Back Pay/Damages Payments under the FLSA

I have a call in to Mary Lou Dominguez, hopefully she'll be able to help.

Frieda A. Epps  
Office of Budget, CFO, HUD  
[frieda\\_a\\_epps@hud.gov](mailto:frieda_a_epps@hud.gov)  
office: (202) 402-4824  
Fax: (202) 401-0929

"Stand for what is correct, even if it means that you have to stand alone!"

---

**From:** Edwards, Barbara J  
**Sent:** Thursday, September 13, 2007 1:10 PM  
**To:** Matthews, Yvonne; Mesewicz, Norman; Epps, Frieda A  
**Cc:** Anderson, John E  
**Subject:** RE: Back Pay/Damages Payments under the FLSA

Let me know what I can do to help. 

---

Attachment 17

**Mesewicz, Norman**

---

**From:** Matthews, Yvonne  
**Sent:** Monday, September 17, 2007 4:50 PM  
**To:** Edwards, Barbara J; Anderson, John E; Mesewicz, Norman  
**Subject:** FLSA Update  
**Attachments:** FLSA AFFIANTS (2)91207.xls

Attached is the Excel Spreadsheet with updated information. Please let me know if you have questions or need additional information.

*Yvonne Matthews*

---

Attachment 18

9/19/2007

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FLSA AFFILIANTS

A	B	C	D	E	F	G	H	I	J
Name	Program	Supervisors	Contacted	Choice	Payments	Payments Type	Payment Date	Dt Action Completed	ESC Specialist
1									
2	Aguirre, Tamekiah								
3	Alinta, Alejandra								
4	Anderson, Ranae								
5	Anderson, Tracey								
6	August, Damaris								
7	Ayze, Tracey								
8	Bell, Joan				382.9	Overtime Damages	9/17/2007	9/17/2007	Yvonne Matthews
9	Bell, Joan				382.9	Liquidated Damages	9/17/2007	9/17/2007	Yvonne Matthews
10	Bilton, Ernestine								
11	Big, Gloria								
12	Bobby, Marilyn								
13	Bowling, Shivona								
14	Cotton, Jessica								
15	Carter, Cynthia								
16	Candler, Loreta								
17	Ceng, Francis								
18	Cleman, Mary								
19	Clvin, Gwendolyn								
20	Caddolph, Nina								
21	Cumpler, Virginia								
22	Czarnecki, Sally								
23	Dingman, Linda								
24	Dan, Milton Elizabeth								
25	Daugherty, William								
26	Eason, Janet								
27	Feeman, Anita				43.11	Overtime Damages	9/17/2007	9/17/2007	Yvonne Matthews
28	Feeman, Anita				43.11	Liquidated Damages	9/17/2007	9/17/2007	Yvonne Matthews
29	Ges, Gladys								
30	Hernandez, Myrta								
31	Hers, Sheryl								
32	Hovington, Robert								
33	Jackson, Tyesha				63.45	Overtime Damages	9/17/2007	9/17/2007	Yvonne Matthews
34	Jackson, Tyesha				63.45	Liquidated Damages	9/17/2007	9/17/2007	Yvonne Matthews
35	Jesse, Louise				0	No pymnt due	N/A	N/A	Yvonne Matthews
36	Johnson JR, Samuel				0	No pymnt due	N/A	N/A	Yvonne Matthews



**Mesewicz, Norman**

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**From:** Matthews, Yvonne  
**Sent:** Tuesday, September 18, 2007 5:00 PM  
**To:** Edwards, Barbara J; Anderson, John E; Mesewicz, Norman  
**Subject:** FLSA  
**Attachments:** FLSA AFFIANTS (2)91207.xls

Attached please find an updated spreadsheet.

Yvonne M.

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Attachment 19

9/19/2007

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FLSA AFFIANTS

A	B	C	D	E	F	G	H	I	J
Name	Program	Supervisors	Contacted	Choice	Payments	Payments Type	Payment Date	Dr Action Completed	ESC Specialist
1									
2	Aquirre, Tamekiah								
3	Ajunta, Alejandra								Kathryn Gates
4	Anderson, Ranee	Single Family							Kathryn Gates
5	Anderson, Tracey	OFPM							
6	August, Damaris	HSG							Kathryn Gates
7	Aze, Tracey	Multi-Family							Kathryn Gates
8	Bali, Joan	HSG			\$ 382.90	Overtime Damages	9/17/2007	9/17/2007	Yvonne Matthews
9	Bali, Joan	HSG			\$ 382.90	Liquidated Damages	9/17/2007	9/17/2007	Yvonne Matthews
10	Beiton, Ernestine	Multi-Family							
11	Bing, Gloria	FHEO							
12	Boddy, Marilyn	FHEO							
13	Bownlow, Shivona	OFPM							
14	Carlson, Jessica	HSG			\$ 46.31	Overtime Damages	9/18/2007	9/18/2007	Yvonne Matthews
15	Carlson, Jessica	HSG			\$ 46.31	Liquidated Damages	9/18/2007	9/18/2007	Yvonne Matthews
16	Carter, Cynthia	PIH							Kathryn Gates
17	Chandler, Loretta	FHEO							
18	Cheng, Francis	FHEO							
19	Coleman, Mary	OFPM							Kathryn Gates
20	Colvin, Gwendolyn	HSG							Kathryn Gates
21	Caddolph, Nina	HSG							
22	Cumpler, Virginia	HSG							
23	Czarnecki, Sally	Multi-Family							
24	Dingman, Linda	HSG:AFOC							
25	Doan, Milton Elizabeth	Multi-Family							
26	Dougherty, William	FPM							
27	Elison, Janet	FPM							
28	Freeman, Anita	OFPM			\$ 43.11	Overtime Damages	9/17/2007	9/17/2007	Yvonne Matthews
29	Freeman, Anita	OFPM			\$ 43.11	Liquidated Damages	9/17/2007	9/17/2007	Yvonne Matthews
30	Giles, Gladys	FHEO							
31	Hernandez, Myrta	FHEO							
32	Hers, Sheryl	HSG			\$ 320.00	Overtime Damages	9/18/2007	9/18/2007	Yvonne Matthews
33	Hers, Sheryl	HSG			\$ 320.00	Liquidated Damages	9/18/2007	9/18/2007	Yvonne Matthews
34	Hovington, Robert	HSG							
35	Jackson, Tyesha	FHEO			\$ 63.45	Overtime Damages	9/17/2007	9/17/2007	Yvonne Matthews
36	Jackson, Tyesha	FHEO			\$ 63.45	Liquidated Damages	9/17/2007	9/17/2007	Yvonne Matthews



**Myung, Javes**

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**From:** Mesewicz, Norman  
**Sent:** Thursday, September 27, 2007 3:08 PM  
**To:** Myung, Javes  
**Subject:** FW: FLSA Case (Awards)

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**From:** Gaston, Michelle V  
**Sent:** Friday, April 13, 2007 9:45 AM  
**To:** Mesewicz, Norman  
**Cc:** Davis, Carolyn V  
**Subject:** RE: FLSA Case (Awards)

Please let me know when a copy is available for pickup.

Thanks,

Michelle

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**From:** Mesewicz, Norman  
**Sent:** Friday, April 13, 2007 8:07 AM  
**To:** Gaston, Michelle V  
**Cc:** Davis, Carolyn V  
**Subject:** FW: FLSA Case (Awards)

Michelle,

I have the agreement and the implementation guidance from the outside attorneys.

---

**From:** Davis, Carolyn V  
**Sent:** Thursday, April 12, 2007 4:40 PM  
**To:** Mesewicz, Norman  
**Cc:** Davis, Carolyn V  
**Subject:** FW: FLSA Case (Awards)

Norman, pls. respond to Michele's email asap.

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**From:** Gaston, Michelle V  
**Sent:** Thursday, April 12, 2007 12:54 PM  
**To:** Matthews, Yvonne/ESC/CHI/HUD; Bruno, Karen A/ESC/CHI/HUD  
**Cc:** Pittman, Barbara J/ADMIN/HHQ/HUD; Davis, Carolyn V; Mesewicz, Norman  
**Subject:** RE: FLSA Case (Awards)

Who has the agreement and how do we get a copy of it?

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**From:** yvonne\_matthews@hud.gov [mailto:yvonne\_matthews@hud.gov]  
**Sent:** Thursday, April 12, 2007 12:27 PM



**To:** Bruno, Karen A/ESC/CHI/HUD  
**Cc:** Pittman, Barbara J/ADMIN/HHQ/HUD; Davis, Carolyn V; Gaston, Michelle V; Mesewicz, Norman  
**Subject:** Re: FLSA Case (Awards)

The only person's whose FLSA Settlement moneys were paid out of the Office of Administration funds is Gale Harris. All other payment should have been made out of the funds for the various program areas to which the employees were assigned. Stored accounting data was used to pay these employees and I was not advised to charge the moneys to a prior fiscal years or specific accounting code. Had I tried to charge the payments against anything other than stored accounting data I would not have been able to issue the payment by the timeframes specified in the agreement due to the large number of employees involved.

Yvonne

Karen A. Bruno

**Karen A. Bruno** To: Barbara J. Pittman/ADMIN/HHQ/HUD@HUD  
cc: Carolyn V. Davis/ADMIN/HHQ/HUD@Exchange, Michelle V. Gaston/ADMIN/HHQ/HUD@Exchange, Norman Mesewicz/ADMIN/HHQ/HUD@Exchange, Yvonne Matthews/ESC/CHI/HUD@HUD  
04/11/2007 12:50 PM Subject: Re: FLSA Case (Awards)

I believe Norman identified the people. Yvonne was involved in the calculation as part of the special project.. I wouldn't be confident if you talked to anyone else about it. I believe Norman had the total set aside for his cases. Are they all paid out of Admin funds?

Karen A. Bruno  
Director, Employee Service Center  
HUD-Office of Human Resources  
phone-(312) 353-5960x2285  
fax-(312) 886-9761  
Barbara J. Pittman

**Barbara J. Pittman** To: Karen A. Bruno/ESC/CHI/HUD@HUD  
cc: Carolyn V. Davis/ADMIN/HHQ/HUD@Exchange, Michelle V. Gaston/ADMIN/HHQ/HUD@Exchange, Norman Mesewicz/ADMIN/HHQ/HUD@Exchange  
04/11/2007 12:32 PM Subject: Re: FLSA Case (Awards)

Karen,

Thanks for the information below. I spoke with Norman this morning he told me that Yvonne Matthews was out sick today. Is there anyone else in your office that can provide this information?

Who provides Yvonne Matthews with the information on payees and payment amounts?

Barbara Pittman

Karen A. Bruno

**Karen A. Bruno** To: Barbara J. Pittman/ADMIN/HHQ/HUD@HUD  
cc: Michelle V. Gaston/ADMIN/HHQ/HUD@Exchange,  
Norman Mesewicz/ADMIN/HHQ/HUD@Exchange, Carolyn V.  
Davis/ADMIN/HHQ/HUD@Exchange  
04/11/2007 12:24 PM Subject: Re: FLSA Case (Awards)

Barbara, my main FLSA person, Yvonne Matthews is off sick. I am copying this to Norman who probably has a better handle on future payments.  
Will this also be a problem for other program areas?

Karen A. Bruno  
Director, Employee Service Center  
HUD-Office of Human Resources  
phone-(312) 353-5960x2285  
fax-(312) 886-9761  
Barbara J. Pittman

**Barbara J. Pittman** To: Karen A. Bruno/ESC/CHI/HUD@HUD  
cc: Michelle V. Gaston/ADMIN/HHQ/HUD@Exchange  
04/11/2007 10:41 AM Subject: FLSA Case (Awards)

Hi Karen,

Recently payments were made against the Office of Administration Awards budget for the FLSA case . I understand that your office is responsible for making the awards payments associated with the FLSA case. In order to make sure that we have sufficient funding to covers all payments associated with this FLSA case.

Please provide the name, program office and payment amount for all Administration employees who have or will receive payments associated with the FLSA case.

This is an urgent matter that must be resolved today. Please let me know if you need additional information I can be reached on 202-708-0614 ext 8165.

Barbara Pittman  
Budget Analyst  
Office of Administration  
451 7th Street, SW  
Rm 6210  
Washington, DC 20410

----- Forwarded by Barbara J. Pittman/ADMIN/HHQ/HUD on 04/11/2007 11:20 AM -----

**Mark S. Hayes** To: Barbara J. Pittman/ADMIN/HHQ/HUD@HUD

04/10/2007cc: Michelle V. Gaston/ADMIN/HHQ/HUD@Exchange,  
08:59 PM Sharman R. Lancefield/ADMIN/HHQ/HUD@HUD  
Subject: Fw: Payment for Gale Harris

It took us awhile to figure this out because no awards were in HIHRTS and no award payments were in NFC. We did a little more research in NFC and found the payments and then contacted the ESC for assistance to understand the codes associated with the payments. The employee faxed us a copy of her Pay & Leave statement that helped us track this down.

I did not realize we had reached a point in the FLSA case where we were making payments to employees.

Let me know if you have any additional questions.

Mark

----- Forwarded by Mark S. Hayes/ADMIN/ATL/HUD on 04/10/2007 08:51 PM -----

**Sharon A.  
Robinson/ADMIN/FTW/HUD**

ToMark S. Hayes/ADMIN/ATL/HUD@HUD  
ccCarlos Osegueda/ADMIN/FTW/HUD@HUD  
SubjectPayment for Gale Harris

04/10/2007 05:20 PM

Carlos/Mark,

Please see the following statement below regarding the codes on Ms. Harris' Statement of Earnings and Leave.

Sharon

----- Forwarded by Sharon A. Robinson/ADMIN/FTW/HUD on 04/10/2007 05:18 PM -----

**James**

**McGee** To: Sharon A. Robinson/ADMIN/FTW/HUD@HUD  
cc: Lynette L. Wade/ESC/CHI/HUD@HUD, Karen A.

04/10/2007Bruno/ESC/CHI/HUD@HUD  
03:19 PM Subject: Payment for Gale Harris

Hello Sharon, I was told that Ms. Harris received 2 payments in PP2 as result of a settlement involving employees covered by FLSA. One payment was a lump sum payment of \$126.78 which was taxable and the other \$63.39 which was not taxed and for which she received a IRS Form 1099. If you need further information, please contact Ms. Lynette Wade (312-353-5960 x2262). Thanks, JM

**Myung, Javes**

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**From:** Mesewicz, Norman  
**Sent:** Thursday, September 27, 2007 3:54 PM  
**To:** Myung, Javes  
**Subject:** FW: FLSA Settlement Payments

Javes,

See message below re coordinating with budget.

Norman

---

**From:** Mesewicz, Norman  
**Sent:** Wednesday, April 18, 2007 11:19 AM  
**To:** Matthews, Yvonne/ESC/CHI/HUD; Davis, Carolyn V  
**Subject:** RE: FLSA Settlement Payments

Yvonne,

Thanks for your efforts. I know I owe you SSNs.

For the time being do not initiate payments for any of these individuals. As it turns out we must coordinate with budget up front before any such money is dispensed.

I will keep you posted on this issue.

Norman

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**From:** yvonne\_matthews@hud.gov [mailto:yvonne\_matthews@hud.gov]  
**Sent:** Tuesday, April 17, 2007 5:36 PM  
**To:** Mesewicz, Norman; Davis, Carolyn V  
**Subject:** FLSA Settlement Payments

I am sorry, I forgot to mention that no payment of any damages were issued to Bell, Carlson, Hiers and Moody. When the initial settlement payments were processed their names were not included on the list of employees entitled to damages.

Yvonne

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Norm:

I have completed a review of the payroll records of Joan Bell, Jessica Carlson, Sheryl Hiers, and Deborah Moody. All of these individuals worked Compensatory Time during the period from pay period 22 of 2005 thru pay period 10 of 2006. Jessica Carlson's pay records indicate that she was on sick leave for an entire pay period but managed to work 4.50 hours of compensatory time.

I will do my best to complete the review of the payroll records for Louise Jessie, Terry Livingston,

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Debra Sutton and Delores Lovely by the end of this week.

As I previously advised you, in order to complete a review of the payroll records for Tyesha Jackson, Samuel Johnson, and F. Annette King I will need their social security numbers. I was unable to locate any records on these individuals by doing a name search.

Yvonne

**IN THE MATTER OF ARBITRATION  
BEFORE ARBITRATOR SEAN J. ROGERS**

National Council of HUD	)
Locals 222, AFGE, AFL-CIO,	)
	)
Union,	)
	)
v.	)
	)
U.S. Department of Housing and	)
Urban Development,	)
	)
Agency.	)

Issue: Compliance with GS-10 and  
Below Settlement Agreement

DECLARATION OF YVONNE MATTHEWS

I, Yvonne Matthews, declare that the following is true and correct:

1. My position of record is Supervisory Personnel Management Specialist, Employee Service Center, Office of Human Resources, U.S. Department of Housing and Urban Development.
2. Starting in December 2006, I was tasked to process overtime and liquidated damages payments for those Agency employees who were identified pursuant to paragraph 2 of the September 28, 2005, "Settlement Proposal – Non-compliance with Settlement Agreement."
3. Sometime in December 2006, I received from Norman Mesewicz, Deputy Director, Labor and Employee Relations Division, a list of employees who may be entitled to overtime and liquidated damages payments pursuant to the aforementioned settlement agreement. I was responsible for ensuring that the identified employees in fact worked compensatory time. Based on the hours of compensatory time actually worked, I processed overtime and liquidated damages payments for the identified



employees. The payments for these particular employees were made in late January and February 2007. See Attachment 1.

4. I recollect that there were additional payments to other employees which needed to be made pursuant to the September 28, 2005, settlement agreement. However, on April 18, 2007, Mr. Mesewicz directed me by email not to initiate any additional payments. At the time, there was an issue concerning which particular Agency funding source would be used for the payments which needed to be made pursuant to the September 28, 2005, settlement agreement.
5. On September 12, 2007, I received from Mr. Mesewicz a list containing the names of additional employees which required me to find out whether the employees were in fact entitled to overtime and liquidated damages payments based on recorded compensatory time worked for each of these employees
6. As of the date of this declaration, all of payments for those additional employees who were identified on the September 12, 2007, list and determined to be entitled to overtime and liquidated damages payments have been made. See Attachment 2
7. Cynthia Carter, Michele Noel, and Linda Stewart are the only employees that we have not processed payments for. For Ms. Carter and Ms. Noel, we are awaiting additional records in order to confirm the actual amount of compensatory time worked. This is necessary because there are discrepancies in their earnings and leave statements. With respect to Ms. Stewart, because her duty station was in Alaska, it is necessary for our office to research the regulations concerning cost of living allowances (COLAs) to determine whether or not the COLA is used to compute her

overtime entitlement under FLSA before completing the processing of the overtime and liquidated damages payments to her.

8. Once the additional records for Ms. Carter and Ms. Noel is received and the information on cost of living adjustments (COLAs) for Ms. Stewart is located and reviewed, the necessary overtime and liquidated damages payments will be processed.

I Declare under penalty of perjury that the foregoing is true and correct.

EXECUTED this 5th day of October 2007, in Chicago, Illinois.

  
YVONNE MATTHEWS



	A	B	C	D	E	F
	<u>Name</u>	<u>Amount</u>	<u>Issue Date</u>	<u>Treasury Schedule #</u>	<u>Pymt Type</u>	<u>Pymt Method</u>
1						
2						
3	Marisol Agosto	\$ 92.99	2/1/2007	7B0205	Liquidated	EFT
4	Marisol Agosto	\$ 125.25	2/1/2007	7B0205	Comp Time	EFT
5	Valerie Ashe	\$ 20.48	2/1/2007	7B0204	Liquidated	EFT
6	Valerie Ashe	\$ 26.77	2/1/2007	7B0204	Comp Time	EFT
7	Anthia Alwater	\$ 68.58	2/1/2007	7B0205	Liquidated	EFT
8	Anthia Alwater	\$ 89.64	2/1/2007	7B0205	Comp Time	EFT
9	Marilyn Battey	\$ 60.54	1/31/2007	7B0203	Liquidated	EFT
10	Marilyn Battey	\$ 79.12	1/31/2007	7B0203	Comp Time	EFT
11	Brian Beachler	\$ 44.16	1/29/2007	7B0202	Liquidated	EFT
12	Brian Beachler	\$ 57.71	1/29/2007	7B0202	Comp Time	EFT
13	Dallas Blair	\$ 6.81	2/1/2007	7B0205	Liquidated	EFT
14	Dallas Blair	\$ 8.90	2/1/2007	7B0205	Comp Time	EFT
15	Kimberly Bledsoe	\$ 64.06	1/30/2007	7B0203	Liquidated	EFT
16	Kimberly Bledsoe	\$ 83.72	1/30/2007	7B0203	Comp Time	EFT
17	Cornelia Bowman	\$ 59.57	2/1/2007	7B0205	Liquidated	EFT
18	Cornelia Bowman	\$ 77.85	2/1/2007	7B0205	Comp Time	EFT
19	Maudene Brown Coleman	\$ 55.74	2/1/2007	7B0205	Liquidated	EFT
20	Maudene Brown Coleman	\$ 79.76	2/1/2007	7B0205	Comp Time	EFT
21	Brenda Collier	\$ 5.55	2/1/2007	7B0204	Liquidated	EFT
22	Brenda Collier	\$ 7.94	2/1/2007	7B0204	Comp Time	EFT
23	Linda Collins	\$ 95.19	1/31/2007	7B0204	Liquidated	EFT
24	Linda Collins	\$ 124.41	1/31/2007	7B0204	Comp Time	EFT
25	Joseph Dileo	\$ 13.47	1/30/2007	7B0203	Liquidated	EFT
26	Joseph Dileo	\$ 19.81	1/30/2007	7B0203	Comp Time	EFT
27	Flossie Foster	\$ 10.94	1/30/2007	7B0203	Liquidated	EFT
28	Flossie Foster	\$ 14.73	1/30/2007	7B0203	Comp Time	EFT
29	Margaret Gary	\$ 9.82	2/1/2007	7B0205	Liquidated	EFT
30	Margaret Gary	\$ 12.84	2/1/2007	7B0205	Comp Time	EFT
31	Anne Gilman	\$ 11.66	1/29/2007	7B0202	Liquidated	EFT
32	Anne Gilman	\$ 15.70	1/29/2007	7B0202	Comp Time	EFT
33	Lourdes Guzman	\$ 106.83	2/1/2007	7B0205	Liquidated	EFT
34	Lourdes Guzman	\$ 143.89	1/31/2007	7B0205	Comp Time	EFT
35	Gwendolyn Hampton	\$ 18.13	1/30/2007	7B0203	Liquidated	EFT
36	Gwendolyn Hampton	\$ 23.68	1/27/2007	7B0201	Comp Time	EFT

	A	B	C	D	E	F
37	Gale Harris	\$ 63.39	1/29/2007	7B0203	Liquidated	EFT
38	Gale Harris	\$ 82.84	1/29/2007	7B0203	Comp Time	EFT
39	Berance Hartfield	\$ 67.02	1/30/2007	7B0203	Liquidated	EFT
40	Berance Hartfield	\$ 87.60	1/27/2007	7B0201	Comp Time	EFT
41	Phillip Hebenstreit Jr	\$ 56.54	1/29/2007	7B0202	Liquidated	EFT
42	Phillip Hebenstreit Jr	\$ 73.90	1/29/2007	7B0202	Comp Time	EFT
43	Christine Huntsman	\$ 40.14	1/29/2007	7B0202	Liquidated	EFT
44	Christine Huntsman	\$ 52.46	1/27/2007	7B0201	Comp Time	EFT
45	Eliza Jeffries	\$ 49.31	1/31/2007	7B0204	Liquidated	EFT
46	Eliza Jeffries	\$ 64.45	1/31/2007	7B0204	Comp Time	EFT
47	Melissa Jones	\$ 41.40	2/1/2007	7B0205	Liquidated	EFT
48	Melissa Jones	\$ 54.10	2/1/2007	7B0205	Comp Time	EFT
49	Pamela Kemble	\$ 89.74	2/1/2007	7B0205	Liquidated	EFT
50	Pamela Kemble	\$ 117.29	2/1/2007	7B0205	Comp Time	EFT
51	Lucilia Knutson	\$ 37.08	2/1/2007	7B0204	Liquidated	EFT
52	Lucilia Knutson	\$ 48.46	2/1/2007	7B0204	Comp Time	EFT
53	Casey LaFever	\$ 218.51	2/1/2007	7B0204	Liquidated	EFT
54	Casey LaFever	\$ 284.29	2/1/2007	7B0204	Comp Time	EFT
55	Genoveva Loran	\$ 140.91	1/30/2007	7B0203	Liquidated	EFT
56	Genoveva Loran	\$ 184.15	1/27/2007	7B0201	Comp Time	EFT
57	Crystal Martinez	\$ 44.90	1/31/2007	7B0203	Liquidated	EFT
58	Crystal Martinez	\$ 58.68	1/31/2007	7B0203	Comp Time	EFT
59	Mary May	\$ 57.15	2/1/2007	7B0205	Liquidated	EFT
60	Mary May	\$ 74.68	2/1/2007	7B0205	Comp Time	EFT
61	Susan McManus	\$ 46.70	1/29/2007	7B0251	Liquidated	Check
62	Susan McManus	\$ 61.04	1/27/2007	7B0251	Comp Time	Check
63	Debra Mele Cox	\$ 22.10	1/29/2007	7B0202	Liquidated	EFT
64	Debra Mele Cox	\$ 28.88	1/29/2007	7B0202	Comp Time	EFT
65	Carrie Myers	\$ 240.12	2/1/2007	7B0205	Liquidated	EFT
66	Carrie Myers	\$ 303.54	2/1/2007	7B0205	Comp Time	EFT
67	Susan Netzel	\$ 73.50	2/1/2007	7B0205	Liquidated	EFT
68	Susan Netzel	\$ 105.18	2/1/2007	7B0205	Comp Time	EFT
69	Julia Powers	\$ 88.15	2/1/2007	7B0205	Liquidated	EFT
70	Julia Powers	\$ 115.20	2/1/2007	7B0205	Comp Time	EFT
71	Jennifer Propis	\$ 5.24	1/30/2007	7B0203	Liquidated	EFT
72	Jennifer Propis	\$ 6.84	1/27/2007	7B0201	Comp Time	EFT

	A	B	C	D	E	F
73	Susan Readus	\$ 2.46	1/30/2007	7B0203	Liquidated	EFT
74	Susan Readus	\$ 3.31	1/30/2007	7B0203	Comp Time	EFT
75	Linda Savoy	\$ 3.85	2/1/2007	7B0205	Liquidated	EFT
76	Linda Savoy	\$ 5.51	2/1/2007	7B0205	Comp Time	EFT
77	Sue Schofield	\$ 72.60	1/30/2007	7B0203	Liquidated	EFT
78	Sue Schofield	\$ 94.89	1/27/2007	7B0202	Comp Time	EFT
79	Donna Skumpija	\$ 121.75	2/1/2007	7B0205	Liquidated	EFT
80	Donna Skumpija	\$ 159.11	2/1/2007	7B0205	Comp Time	EFT
81	Kathryn Smith	\$ 8.98	1/31/2007	7B0203	Liquidated	EFT
82	Kathryn Smith	\$ 11.74	1/31/2007	7B0203	Comp Time	EFT
83	Carl Stiles Jr.	\$ 497.64	1/29/2007	7B0202	Liquidated	EFT
84	Carl Stiles Jr.	\$ 732.03	1/29/2007	7B0202	Comp Time	EFT
85	Margo Stokes	\$ 8.74	2/1/2007	7B0205	Liquidated	EFT
86	Margo Stokes	\$ 11.43	2/1/2007	7B0205	Comp Time	EFT
87	Karen Stokes Tyiska	\$ 25.38	1/29/2007	7B0202	Liquidated	EFT
88	Karen Stokes Tyiska	\$ 33.15	1/29/2007	7B0202	Comp Time	EFT
89	Isabella Thomas	\$ 49.23	1/30/2007	7B0203	Liquidated	EFT
90	Isabella Thomas	\$ 70.44	1/29/2007	7B0201	Comp Time	EFT
91	Alise White	\$ 17.40	2/1/2007	7B0205	Liquidated	EFT
92	Alise White	\$ 22.74	2/1/2007	7B0205	Comp Time	EFT
93	Marilyn White	\$ 52.68	1/30/2007	7B0203	Liquidated	EFT
94	Marilyn White	\$ 68.83	1/30/2007	7B0203	Comp Time	EFT

FLSA AFFILIANTS

A	B	C	D	E	F	G	H	I	J
Name	Program	Supervisors	Contacted	Choice	Payments	Payments Type	Payment Date	Dt Action Completed	ESC Specialist
1 Aguirre, Tamekia	FHEO				\$ -	No pymt due	N/A	9/19/2007	Arnita Scott
2 Alunta, Alejandra	Single Family				\$ 74.62	Overtime Damages	9/26/2007	9/25/2007	Kathryn Gates
3 Alunta, Alejandra	Single Family				\$ 74.62	Liquidated Damages	9/26/2007	9/25/2007	Kathryn Gates
4 Alunta, Alejandra	Single Family				\$ -	No pymt due	N/A	9/19/2007	Kathryn Gates
5 Anderson, Ranae	OFPM				\$ -	No pymt due	N/A	9/19/2007	Kathryn Gates
6 Anderson, Tracey	HSG				\$ 54.72	Overtime Damages	10/5/2007	10/2/2007	Arnita Scott
7 Anderson, Tracey	HSG				\$ 54.72	Liquidated Damages	10/5/2007	10/2/2007	Arnita Scott
8 Argust, Damaris	OFPM				\$ 43.11	Overtime Damages	9/26/2007	9/24/2007	Kathryn Gates
9 Argust, Damaris	OFPM				\$ 43.11	Liquidated Damages	9/26/2007	9/24/2007	Kathryn Gates
10 Azye, Tracey	Multi-Family				\$ -	No pymt due	N/A	9/19/2007	Kathryn Gates
11 Bell, Joan	HSG				\$ 382.90	Overtime Damages	9/17/2007	9/17/2007	Yvonne Matthews
12 Bell, Joan	HSG				\$ 382.90	Liquidated Damages	9/17/2007	9/17/2007	Yvonne Matthews
13 Belton, Ernestine	Multi-Family				\$ 48.78	Overtime Damages	9/26/2007	9/24/2007	Arnita Scott
14 Belton, Ernestine	Multi-Family				\$ 48.78	Liquidated Damages	9/26/2007	9/24/2007	Arnita Scott
15 Birng, Gloria	FHEO				\$ 70.68	Overtime Damages	10/5/2007	10/2/2007	Arnita Scott
16 Birng, Gloria	FHEO				\$ 70.68	Liquidated Damages	10/5/2007	10/2/2007	Arnita Scott
17 Boddy, Marilyn	FHEO				\$ 48.00	Overtime Damages	9/26/2007	9/24/2007	Arnita Scott
18 Boddy, Marilyn	FHEO				\$ 48.00	Liquidated Damages	9/26/2007	9/24/2007	Arnita Scott
19 Brownlow, Shivona	OFPM				\$ 13.76	Overtime Damages	9/26/2007	9/24/2007	Arnita Scott
20 Brownlow, Shivona	OFPM				\$ 13.76	Liquidated Damages	9/26/2007	9/24/2007	Arnita Scott
21 Carlson, Jessica	HSG				\$ 46.31	Overtime Damages	9/17/2007	9/18/2007	Yvonne Matthews
22 Carlson, Jessica	HSG				\$ 46.31	Liquidated Damages	9/17/2007	9/18/2007	Yvonne Matthews
23 Carter, Cynthia	PIH					NEED HUD 260		9/18/2007	Kathryn Gates
24 Chandler, Loretta	FHEO				\$ 123.96	Overtime Damages	9/26/2007	9/24/2007	Arnita Scott
25 Chandler, Loretta	FHEO				\$ 123.96	Liquidated Damages	9/26/2007	9/24/2007	Arnita Scott
26 Cheng, Francis	FHEO				\$ 47.82	Overtime Damages	9/28/2007	9/24/2007	Arnita Scott
27 Cheng, Francis	FHEO				\$ 47.82	Liquidated Damages	9/28/2007	9/24/2007	Arnita Scott
28 Coleman, Mary	OFPM				\$ -	No pymt due	N/A	9/19/2007	Kathryn Gates
29 Colvin, Gwendolyn	HSG				\$ 537.38	Overtime Damages	9/26/2007	9/24/2007	Kathryn Gates
30 Colvin, Gwendolyn	HSG				\$ 537.38	Liquidated Damages	9/26/2007	9/24/2007	Kathryn Gates
31 Craddolph, Nina	HSG				\$ 36.64	Overtime Damages	10/5/2007	10/2/2007	Arnita Scott
32 Craddolph, Nina	HSG				\$ 36.64	Liquidated Damages	10/5/2007	10/2/2007	Arnita Scott
33 Crumpler, Virginia	CPD				\$ -	No pymt due	N/A	9/19/2007	Arnita Scott
34 Czarniecki, Sally	Multi-Family				\$ 24.34	Overtime Damages	9/26/2007	9/24/2007	Arnita Scott
35 Czarniecki, Sally	Multi-Family				\$ 24.34	Liquidated Damages	9/26/2007	9/24/2007	Arnita Scott
36 Dingman, Linda	HSG:AFOC				\$ -	No pymt due	N/A	9/19/2007	Arnita Scott

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Name	Program	Supervisors	Contacted	Choice	Payments	Payments Type	Payment Date	Dt Action Completed	ESC Specialist
1 Doan, Milton E.	Multi-Family				\$ -	No pymt due	N/A	9/19/2007	Arlita Scott
37 Daugherty, William	FPM				\$ -	No pymt due	N/A	10/2/2007	Arlita Scott
38 Ellison, Janet	FPM				\$ -	No pymt due	N/A	10/2/2007	Arlita Scott
39 Freeman, Anita	OFPM				\$ 43.11	Overtime Damages	9/17/2007	9/17/2007	Yvonne Matthews
40 Freeman, Anita	OFPM				\$ 43.11	Liquidated Damages	9/17/2007	9/17/2007	Yvonne Matthews
41 Giles, Gladys	FHEO				\$ 89.63	Overtime Damages	10/2/2007	10/2/2007	Arlita Scott
42 Giles, Gladys	FHEO				\$ 89.63	Liquidated Damages	10/2/2007	10/2/2007	Arlita Scott
43 Giles, Gladys	FHEO				\$ 31.59	Overtime Damages	9/26/2007	9/24/2007	Arlita Scott
44 Hernandez, Myrta	FHEO				\$ 31.59	Liquidated Damages	9/26/2007	9/24/2007	Arlita Scott
45 Hernandez, Myrta	FHEO				\$ 320.00	Overtime Damages	9/18/2007	9/18/2007	Yvonne Matthews
46 Hiers, Sheryl	HSG				\$ 320.00	Liquidated Damages	9/18/2007	9/18/2007	Yvonne Matthews
47 Hiers, Sheryl	HSG				\$ -	No pymt due	N/A	9/19/2007	Arlita Scott
48 Hooper, Linda S.	FH&EO				\$ 60.66	Overtime Damages	10/4/2007	10/3/2007	Kathryn Gates
49 Howington, Robert	HSNG				\$ 60.66	Liquidated Damages	10/4/2007	10/3/2007	Kathryn Gates
50 Howington, Robert	HSNG				\$ 63.45	Overtime Damages	9/17/2007	9/17/2007	Yvonne Matthews
51 Jackson, Tysha	FHEO				\$ 63.45	Liquidated Damages	9/17/2007	9/17/2007	Yvonne Matthews
52 Jackson, Tysha	FHEO				\$ -	No pymt due	N/A	N/A	Yvonne Matthews
53 Jesse, Louise	HSG - SF				\$ -	No pymt due	N/A	N/A	Yvonne Matthews
54 Johnson JR, Samuel	FHEO				\$ 30.54	Overtime Damages	9/17/2007	9/17/2007	Yvonne Matthews
55 King, Florence A.	OFPM				\$ 30.54	Liquidated Damages	9/17/2007	9/17/2007	Yvonne Matthews
56 King, Florence A.	OFPM				\$ 162.41	Overtime Damages	9/18/2007	9/18/2007	Yvonne Matthews
57 Livingston, Terry	OFPM				\$ 162.41	Liquidated Damages	9/18/2007	9/18/2007	Yvonne Matthews
58 Livingston, Terry	OFPM				\$ 383.76	Overtime Damages	9/18/2007	9/18/2007	Yvonne Matthews
59 Lovely, Delores	HSG				\$ 383.76	Liquidated Damages	9/18/2007	9/18/2007	Yvonne Matthews
60 Lovely, Delores	HSG				\$ -	No pymt due	N/A	9/19/2007	Kathryn Gates
61 Lucero, Dalla	PIH				\$ 230.28	Overtime Damages	10/4/2007	10/4/2007	Arlita Scott
62 Magee, Linda	Multi-Family				\$ 230.28	Liquidated Damages	9/17/2007	9/17/2007	Yvonne Matthews
63 Magee, Linda	Multi-Family				\$ 32.80	Overtime Damages	9/17/2007	9/17/2007	Yvonne Matthews
64 Moody, Deborah	OGC				\$ 32.80	Liquidated Damages	9/17/2007	9/17/2007	Yvonne Matthews
65 Moody, Deborah	OGC				\$ 27.15	Overtime Damages	9/25/2007	9/26/2007	Kathryn Gates
66 Morse, Toni	Multi-Family				\$ 27.15	Liquidated Damages	9/25/2007	9/26/2007	Kathryn Gates
67 Morse, Toni	Multi-Family				\$ 12.13	Overtime Damages	10/5/2007	10/2/2007	Arlita Scott
68 Mungin, Alison	HSG				\$ 12.13	Liquidated Damages	10/5/2007	10/2/2007	Arlita Scott
69 Mungin, Alison	HSG				\$ 87.57	Overtime Damages	10/5/2007	10/2/2007	Arlita Scott
70 Newman, Judith	HSG				\$ 87.57	Liquidated Damages	10/5/2007	10/2/2007	Arlita Scott
71 Newman, Judith	HSG				\$ 87.57	Liquidated Damages	10/5/2007	10/2/2007	Arlita Scott

