IN THE MATTER OF ARBITRATION BETWEEN:

NATIONAL COUNCIL OF HUD LOCALS 222, AFGE, AFL-CIO, and NFFE Local 1450	)	
Union,	)	Issue: FLSA Overtime FLSA Exemptions
v.	)	
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT,	)	
Agency.	)	

Union's Motion to Enforce Compliance with GS-10 and Below Settlement Agreement

The Agency has failed to comply with the Settlement Agreement of December 12, 2006 (Non-Compliance Agreement), regarding non-compliance with the Settlement Agreement of September 28, 2005 (Settlement Agreement) that concerned the FLSA status of grievants encumbering positions at Grade 10 and below. In that agreement, the Agency agreed to compensate grievants who were not granted election of comp-time by paying the difference between the comp-time they were paid and the time-and-a half Overtime they were entitled to as FLSA non-exempt employees, in accordance with the Settlement Agreement. Most of the grievants have not yet been paid. They deserve an immediate remedy.

Background

The Parties entered into a Settlement Agreement on September 28, 2005 under which all positions at grades 10 and below would be considered Non-exempt from the Fair Labor Standards Act. *See Exhibit 1, Settlement Agreement* The Parties agreed that

Arbitrator Rogers would retain jurisdiction over compliance with the Agreement. On October 24, 2005, the Agency emailed the Union and Arbitrator that:

> The Department has concluded its review of positions at the GS-10 level and below with respect to FLSA status pursuant to the subject settlement agreement dated September 28, 2005.
>
> As a result of that review, and in accordance with the settlement agreement, all positions at the GS-10 level and below with an exempt FLSA status will be changed to a non-exempt status effective the first full pay period after October 21, 2005.

This email was later appended to the Settlement Agreement and made part thereof in an arbitration meeting. At the time the Agency and Union entered into the Settlement Agreement, there were around 203 employees listed at the GS-10 and below level on the September 2005 Employee List. That list did not include many employees who the Agency had agreed to reclassify, *i.e.* those on the employee lists at the GS-10 and below level between June 2000 and September 2005.

On April 9, 2006, after several good faith efforts to ensure compliance with this Settlement Agreement, the Union filed a Motion to Enforce Compliance with GS-10 and Below Settlement Agreement (Motion 8).

On June 26, 2006, the Arbitrator heard testimony from Norman Mesewicz in a hearing about non-compliance with the Settlement Agreement. He issued a Ruling on the record of that hearing that the Agency was not in compliance with the Settlement Agreement. He gave the Agency until the end of the first pay period that occurred thirty days from the date of the ruling to attain full compliance with the Agreement.

Throughout the Summer and Autumn of 2006, the arbitrator heard testimony from witnesses and saw documentary evidence that the Agency was not in compliance with the Agreement. On December 12, 2006, before the Arbitrator rendered a ruling on the Agency's lack of compliance with the Agreement, the Parties entered into a second agreement (Non-Compliance Agreement) under which the Agency agreed to several remedies for Grievants damaged by the Agency's non-compliance with the first agreement. Among these remedies was payment of the difference between comp time and time-and-a-half Overtime pay for all Grievants covered by the first agreement that were not permitted to work for Comp time solely at their election. The Agency also agreed to provide comp-time and overtime records to the Union on a quarterly basis. *See Exhibit 2, Non-Compliance Agreement*

Facts

1. On January 18, 2007, the Union provided the Agency with 88 Affidavits of grievants who had been denied comp-time solely at their election. *See Exhibit 3, January 18 email from Hershel Goodwin to Shlomo Katz* Many of these (approximately 67) had been previously provided to the Agency, and are referenced in Paragraph 3 of the Non-Compliance Agreement. *See Exhibit 2*

2. On February 17, 2007, the Agency replied that after speaking with the supervisors of the 88 Affiants, they disputed the claims of 13 affiants. Under the terms of the Non-Compliance Agreement, the claims of these disputed affidavits were to be referred to a Union-Management working group, which would attempt to resolve the disputes. *See Exhibit 4, February 17 email from Shlomo Katz to Michael Snider*

3. On March 7, 2007, the Union provided the Agency with the names of eleven grievants who had not received payment due under the Non-Compliance Agreement. The affidavits of these grievants were not disputed. The Union also requested payment information for all affiants who had been paid, and a date by which unpaid affiants would be paid. *See Exhibit 5, March 7 email from Avi Bloomenstiel to Shlomo Katz* On March 8, 2007, the Union provided two more names of non-disputed, unpaid affiants. *See Exhibit 6, March 8 email from Avi Bloomenstiel to Shlomo Katz*

4. On March 7, 2007, Counsel for the Agency, Shlomo Katz, wrote in an email "Employees … get paid within 4 [pay periods] of the time their entitlement is determined." *See Exhibit 7, March 7 email from Shlomo Katz to Michael Snider*

5. On or around May 10, 2007, AFGE Council President, Carolyn Federoff, discussed the joint process to resolve disputed claims with Norman Mesewicz, Deputy Director of Labor Relations. Mr. Mesewicz indicated that it the Agency did not feel it necessary to form the Union-Management working group called for in Paragraph 3 of the December 12, 2006 agreement, as it would be a waste of time and resources. *See Exhibit 8, Declaration of Carolyn Federoff*

6. On or around May 17, Mr. Mesewicz informed Ms. Federoff that the Agency had dropped disputes on all claims made in the 89 affidavits. *See Id.*

7. On July 26, 2007, the Union renewed its inquiries of March 7 and 8, 2007, relating to the payment of the 88 affiants. *See Exhibit 9, July 26 email from Hershel Goodwin to Norman Mesewicz*

8. On August 22, 2007 the Agency provided a table with payment information for 28 of the 88 affiants and indicated that the payments of 22 other unnamed affiants were "pending." The 28 affiants mentioned in this table were all paid between January 27, 2007 and February 1, 2007. *See Exhibit 10, August 22 email from Norman Mesewicz to Hershel Goodwin and accompanying fax*

9. On August 28, 2007, the Agency named the 22 affiants whose payments were pending. The Agency stated that these affiants would "be paid promptly when the funding source is identified." The Agency also asked the Union to resubmit the names of the 38 affiants who were not listed on the table provided August 22, 2007, nor among the 22 affiants whose payments were "pending." *See Exhibit 11, August 28 email from Norman Mesewicz to Hershel Goodwin*

10. All thirteen affiants whose claims were disputed on February 17, 2007 are accounted for among these 50 total affiants who received payments (28) or are pending payment (22). *See Exhibits 4, 10, and 11*

11. In sum, the Agency has paid 28 Grievants and failed to pay 60, 22 of whom it says are "pending." All 60 are due back pay and liquidated damages totaling approximately

Argument

In the Non-Compliance Agreement, a process was put in place by which grievants who were damaged by not being permitted to work comp time solely at their election could be made whole. Under this process, the Union was to submit evidence that employees

had been denied comp-time election, and the Agency was to research whether the grievants' supervisors denied comp time election. If the Supervisors admitted that they denied comp-time election, the grievants were to be paid the difference between comp-time and time-and-a-half overtime with liquidated damages[1]. If there was a dispute between the affiant and the supervisor, a "working group" would attempt to resolve the dispute. If there was no resolution, the grievant would be paid the difference between comp-time and time-and-a-half overtime, without liquidated damages.

The Union has complied with its portion of the agreement. The Union has submitted affidavits, and not advanced claims for grievants who did not submit affidavits. Roughly a quarter of those have been paid in a timely fashion. For roughly another quarter "payment is pending." For the other 38 affiants, the Agency has provided no payment and no acknowledgement that payment is due.

There are two categories of affiants who have not been paid what the Agency agreed to under the terms of the Non-Compliance Agreement. There are 22 affiants whose payments are "pending." The Agency claims that it has not been able to identify a funding source to pay them. There are 38 affiants that the Agency has apparently overlooked. While their claims were agreed to on February 17, 2007, the Agency needed the Union to resubmit their names on August 28, 2007.

The Agency's claim that it has not been able to determine a funding source to pay the 22 affiants whose payment is pending seems a little disingenuous. The Agency was

[1] If the payments were made within four pay periods of the identification, the Agency was only responsible to pay half of the liquidated damages. If the payment was made after four pay periods after the identification, the Agency was responsible for full liquidated damages.

able to identify the proper funding source for 28 other affiants. These affiants were all paid before February 1, 2007, within six weeks from the date of the execution of the settlement agreement. At this writing, it is more than 37 weeks since the execution of the Non-Compliance Agreement, and they still have not been paid.

The Agency has not even offered an excuse for not paying the other 38 affiants. In fact, the Agency seemed surprised that there were more affiants. It was precisely to prevent this that the Union first started requesting in March, 2007 an accounting of all payments made under the Non-Compliance Agreement. It has taken six months for the Agency to even identify who has and has not been paid. This is a far cry from Mr. Katz's Assurance that "[e]mployees … get paid within 4 [pay periods] of the time their entitlement is determined."

The first proceedings concerning non-compliance with the settlement agreement occurred at a hearing on June 26, 2006. At that hearing, Agency counsel, Peter Panken, repeatedly stated for the record that "…anybody who did not get properly paid overtime, bring it to our attention and we will check it and we will get them properly paid." *See Exhibit 12, Transcript of June 26, 2006 arbitration page 25 19-21 and page 26 9-11* The Non-Compliance Agreement was the result of the efforts to enforce compliance with the Settlement Agreement that started with the motion that led to that hearing.

The Union had hoped to not burden the Arbitrator with what should have a simple, straightforward matter. But as the **two-year anniversary** of the Settlement Agreement approaches, the Agency is still not adhering to the terms of that agreement. The Agency

has refused to establish the Union management working group and has not even identified a date by which the affiants will be paid. In fact, the Agency was unaware of the existence of 38 affidavits which were submitted in a timely manner, and has not even begun processing their claims. It appears that only an order from the Arbitrator wioll suffice to bring the Agency into compliance with both agreements.

Remedy

The Union seeks a declaratory judgment finding noncompliance, an Order that the Agency immediately comply with the Settlement Agreement and the Non-Compliance Agreement by a date certain, that the Agency cease and desist from failing to comply with the Settlement Agreement and the Non-Compliance Agreement, that the Agency pay certain damages to the affected employees, and that reasonable fees, costs and expenses be awarded for this action.

Respectfully Submitted,

___/s/_____
Michael J. Snider, Esq.
Snider & Associates, LLC
104 Church Lane, Suite 100
Baltimore, MD 21208
Attorney for the Union

___/s/_____
Carolyn Federoff
President, AFGE Council 222

Certificate of Service

I certify that a copy of the foregoing was served upon the Agency via email.

Date: September 4, 2007 ___/s/_____
Michael J. Snider, Esq.

Exhibits

1. Settlement Agreement
2. Non-Compliance Agreement
3. January 18 email from Hershel Goodwin to Shlomo Katz
4. February 17 email from Shlomo Katz to Michael Snider
5. March 7 email from Avi Bloomenstiel to Shlomo Katz
6. March 8 email from Avi Bloomenstiel to Shlomo Katz
7. March 7 email from Shlomo Katz to Michael Snider
8. Declaration of Carolyn Federoff
9. July 26 email from Hershel Goodwin to Norman Mesewicz
10. August 22 email from Norman Mesewicz to Hershel Goodwin and accompanying fax
11. August 28 email from Norman Mesewicz to Hershel Goodwin
12. Transcript of June 26, 2006 arbitration page 25 19-21 and page 26 9-11

Exhibit
1

In the Matter of Arbitration Between:

American Federation of Government Employees, AFL-CIO, Council of HUD Locals 222,	*	Issue: FLSA Overtime
Union,	*	Arbitrator: Sean Rogers, Esq.
Vs.	*	
US Department of Housing and Urban Development,	*	
Agency.	*	

* * * * * * * * * * * *

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 28th day of September, 2005.

Carolyn Federoff
President, AFGE Council 222

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

Norman Mesewicz
Deputy Director
Labor and Employee Relations Division

Michael Snider

From: norman_mesewicz@hud.gov
Sent: Monday, October 24, 2005 9:04 AM
To: Michael Snider; carolyn_federoff@hud.gov
Cc: rogerssj@erols.com
Subject: PARTIAL SETTLEMENT AGREEMENT HUD/AFGE FLSA OVERTIME GRIEVANCE

To all concerned. I prepared this message on Friday 10/21/2005, and then neglected to send it.

The Department has concluded its review of positions at the GS-10 level and below with respect to FLSA status pursuant to the subject settlement. agreement dated September 28, 2005.

As a result of that review, and in accordance with the settlement agreement, all positions at the GS-10 level and below with an exempt FLSA status will be changed to a non-exempt status effective the first full pay period after October 21, 2005.

Please let me know if you have any questions.

Exhibit
2

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 67Affidavits 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, 200 except [illegible]

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.

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 HIHRTS 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

9. All Grievants currently coded FLSA Exempt in HIHRTS and the NFC records shall be recoded FLSA Non-Exempt within sixty (60) days of this agreement. The parties agree that any miscodings in HIHRTS 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.

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

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

Elizabeth McDargh
President, NFFE 1450

Michael J. Snider
Counsel for the Unions

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

Sean Rogers, Esquire, Arbitrator

Exhibit
3

Hershel Goodwin

From: Hershel Goodwin
Sent: Thursday, January 18, 2007 5:01 PM
To: 'Shlomo Katz'
Subject: RE: Noncompliance affidavits
Attachments: Comp Time affidavits.zip; index.xls

Shlomo:

Here is a zip folder with the affidavits. Mr Snider thinks that we presented many of them during a hearing, but I am including them all just to be sure. I have also included an index.

Thanks,

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

From: Shlomo Katz [mailto:SKatz@ebglaw.com]
Sent: Thursday, January 18, 2007 4:55 PM
To: Michael Snider
Cc: Peter M. Panken; flsa
Subject: RE: Noncompliance affidavits

Try email. If it fails, you can send a CD.
Who is Cindy at HHS in relation to this case (or did she come up when you typed "C" for Carolyn)?

From: Michael Snider [mailto:mike@sniderlaw.com]
Sent: Thursday, January 18, 2007 4:50 PM
To: Shlomo Katz
Cc: Peter M. Panken; flsa; MURPHY, Cindy R. (CMS/CMM)
Subject: Noncompliance affidavits

Shlomo:

We have about 90 affidavits. The scanned file is 2MB.
Do you want it emailed or for us to mail the CD?

Michael J. Snider, Esq.
Law Offices of Snider & Associates, LLC
104 Church Lane, Suite 100
Baltimore, MD 21208

410-653-9060 phone
410-653-9061 fax
mike@sniderlaw.com email
www.sniderlaw.com web address

Exhibit
4

Hershel Goodwin

From: Shlomo Katz [SKatz@ebglaw.com]

Sent: Saturday, February 17, 2007 7:49 PM

To: Michael Snider; flsa; 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
Craddolph, Nina	x	
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**

Exhibit
5

Hershel Goodwin

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 17th, 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

Exhibit
6

Hershel Goodwin

From: Avi Bloomenstiel
Sent: Thursday, March 08, 2007 9:31 AM
To: Shlomo Katz
Cc: Michael Snider; flsa; 'carolyn_federoff@hud.gov'
Subject: FW: Payment of affiants

Shlomo –

We would like to add to this list Daugherty, William and Ellison, Janet to this list of employees for whom we need answers.

Thanks –

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 17th, 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

Exhibit
7

Hershel Goodwin

From: Shlomo Katz [SKatz@ebglaw.com]
Sent: Wednesday, March 07, 2007 2:41 PM
To: Michael Snider; Avi Bloomenstiel
Cc: carolyn_federoff@hud.gov; flsa; norman_mesewicz@hud.gov; jennifer_e._evert@hud.gov; paula_a._lincoln@hud.gov; marsha_g._browne@hud.gov; Peter M. Panken; Daniel Abrahams
Subject: RE: Payment of affiants

Employees who were undisputed at the time of the settlement agreement were entitled to be paid within 4 PP of the settlement agreement. If you are of any, please let me know.
Employees identified later get paid within 4 PP of the time their entitlement is determined.
Shlomo

-----Original Message-----
From: Michael Snider [mailto:mike@sniderlaw.com]
Sent: Wednesday, March 07, 2007 2:37 PM
To: Shlomo Katz; Michael Snider; Avi Bloomenstiel
Cc: carolyn_federoff@hud.gov; flsa; norman_mesewicz@hud.gov; jennifer_e._evert@hud.gov; paula_a._lincoln@hud.gov; marsha_g._browne@hud.gov; Peter M. Panken; Daniel Abrahams
Subject: RE: Payment of affiants

We have passed 4 pay periods from the SA.

Michael J. Snider, Esq.
Snider & Associates, LLC
410-653-9060 phone

Sent from my Moto Q.

-----Original Message-----
From: "Shlomo Katz" <SKatz@ebglaw.com>
To: "Michael Snider" <mike@sniderlaw.com>; "Avi Bloomenstiel" <Avi@sniderlaw.com>
Cc: "carolyn_federoff@hud.gov" <carolyn_federoff@hud.gov>; "flsa" <flsa@sniderlaw.com>; "norman_mesewicz@hud.gov" <norman_mesewicz@hud.gov>; "jennifer_e._evert@hud.gov" <jennifer_e._evert@hud.gov>; "paula_a._lincoln@hud.gov" <paula_a._lincoln@hud.gov>; "marsha_g._browne@hud.gov" <marsha_g._browne@hud.gov>; "Peter M. Panken" <PPanken@ebglaw.com>; "Daniel Abrahams" <DAbrahams@ebglaw.com>
Sent: 3/7/2007 2:18 PM
Subject: RE: Payment of affiants

I do not understand the reference to Pay Period "I". Please clarify.
In any case, four pay periods after February 17th is sometime in late April.

-----Original Message-----
From: Michael Snider [mailto:mike@sniderlaw.com]
Sent: Wednesday, March 07, 2007 2:16 PM
To: Shlomo Katz; Michael Snider; Avi Bloomenstiel
Cc: carolyn_federoff@hud.gov; flsa; norman_mesewicz@hud.gov; jennifer_e._evert@hud.gov; paula_a._lincoln@hud.gov; marsha_g._browne@hud.gov; Peter M. Panken; Daniel Abrahams
Subject: RE: Payment of affiants

We are in PPD I believe.

Michael J. Snider, Esq.
Snider & Associates, LLC
410-653-9060 phone

Sent from my Moto Q.

-----Original Message-----
From: "Shlomo Katz" <SKatz@ebglaw.com>
To: "Michael Snider" <mike@sniderlaw.com>; "Avi Bloomenstiel" <Avi@sniderlaw.com>
Cc: "carolyn_federoff@hud.gov" <carolyn_federoff@hud.gov>; "flsa" <flsa@sniderlaw.com>; "norman_mesewicz@hud.gov" <norman_mesewicz@hud.gov>; "jennifer_e._evert@hud.gov" <jennifer_e._evert@hud.gov>; "paula_a._lincoln@hud.gov" <paula_a._lincoln@hud.gov>; "marsha_g._browne@hud.gov" <marsha_g._browne@hud.gov>; "Peter M. Panken" <PPanken@ebglaw.com>; "Daniel Abrahams" <DAbrahams@ebglaw.com>
Sent: 3/7/2007 2:07 PM
Subject: RE: Payment of affiants

Mike,

According to paragraph 2 of the settlement agreement, HUD has 4 pay periods from the date it determines a payment is due to make the payment. So, by my calculation, there has been no non-compliance with the settlement agreement. Please let me know if you disagree. As you note, we all share the goal of making good faith efforts to resolve this.

Shlomo
Shlomo D. Katz
Senior Counsel, Wage & Hour
EPSTEIN BECKER & GREEN, P.C.
1227 25th Street, N.W.
Suite 700
Washington, D.C. 20037
(202) 861-1809
Direct Facsimile (202) 861-3509
skatz@ebglaw.com
http://www.ebglaw.com/atty_bio_222.htm

-----Original Message-----
From: Michael Snider [mailto:mike@sniderlaw.com]
Sent: Wednesday, March 07, 2007 1:44 PM
To: Avi Bloomenstiel; Shlomo Katz
Cc: Michael Snider; carolyn_federoff@hud.gov; flsa
Subject: RE: Payment of affiants

We note this is noncompliance with the SA and this is a good faith effort to resolve.

Michael J. Snider, Esq.
Snider & Associates, LLC
410-653-9060 phone

Sent from my Moto Q.

-----Original Message-----
From: "Avi Bloomenstiel" <Avi@sniderlaw.com>

To: "Shlomo Katz" <SKatz@ebglaw.com>
Cc: "Michael Snider" <mike@sniderlaw.com>; "carolyn_federoff@hud.gov" <carolyn_federoff@hud.gov>; "flsa" <flsa@sniderlaw.com>
Sent: 3/7/2007 1:15 PM
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 17th, 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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Marketing Department, 250 Park Avenue, New York, NY 10177. Be sure to include your email address if submitting your request via postal mail.
-EBG1

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To ensure compliance with requirements imposed by the IRS, we inform you that any U.S. federal tax advice contained in this communication (including any attachments) is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending to another party any transaction or matter addressed herein.

Pursuant to the CAN-SPAM Act this communication may be considered an advertisement or solicitation. If you would prefer not to receive future marketing and promotional mailings, please submit your request via email to ebgus@ebglaw.com or via postal mail to Epstein Becker & Green, Attn: Marketing Department, 250 Park Avenue, New York, NY 10177. Be sure to include your email address if submitting your request via postal mail. -EBG1

Exhibit
8

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	)

Declaration of Carolyn Federoff

I, Carolyn Federoff, do hereby state as follows:

1. I am the President of the National Council of HUD Locals 222, AFGE, AFL-CIO, whose jurisdiction includes forty AFGE Locals covering approximately 70 HUD offices.

2. On or about May 10, 2007, I had a phone conversation with Norman Mesewicz. This conversation focused on the eight to nine affidavit claims for non-payment of overtime that the agency continued to challenge. At that time, Mr. Mesewicz proposed to pay the affiants only half time without any damages. I asked that the agreed upon process be used to review these disputed claims, and that a joint committee be convened to review the evidence. Mr. Mesewicz advised me that the joint committee was unnecessary, as management had no intention of changing its mind, and therefore any meeting of the committee would be a "waste of time and resources." I asked to see the agency's evidence that these employees had been offered a choice, noting that our claims were backed by affidavits, while we had seen nothing comparable from managers asserting that they had offered employees a choice. Mr. Mesewicz argued that this would be too onerous. I then asked for an electronic mail message from each

manager. Mr. Mesewicz stated that this was also too onerous. He offered to secure electronic mail from the persons who had talked with managers. As this was the first time I had learned that Mr. Mesewicz had not personally spoken to the managers, I inquired of the process used to gather evidence. Mr. Mesewicz stated that he was not totally sure, but that he would get back to me.

3. On or about May 17, I called Mr. Mesewicz to inquire of the status of his inquiry. He advised me that the agency had decided not to challenge any of the affidavit claims, and would be processing all for payment.

I declare under penalty of perjury that the foregoing is true and correct. Executed on September 4, 2007.

_____

Carolyn Federoff

Exhibit
9

Hershel Goodwin

From: Hershel Goodwin
Sent: Thursday, July 26, 2007 4:21 PM
To: Shlomo Katz
Cc: Federoff, Carolyn; flsa
Subject: Non-compliance with Non-compliance Agreement

Shlomo:

The Union is still very concerned that many of the 89 grievants who are entitled to damages for denial of Comp Time election under paragraph 2 of the Settlement Agreement executed December 12, 2006 have still not been paid.

On February 17, 2007, you submitted a list of those grievants whose claims were not disputed, and those whose claims were disputed. Since that time, on several occasions, the union has asked for an accounting of which grievants were paid, and how much. In a face-to-face meeting, Dan Abrahams implied that such a list had been provided, but the Union has, to my knowledge, never received the relevant information.

On March 7, 2007, Avi Bloomenstiel asked you for information related to the following employees:

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?

On March 8, 2007, we notified the Agency that William Daugherty and Janet Ellison have also not received their settlement. The union has never received a response.

Many of the grievants named above are still contacting us, claiming that they have not been paid their damages. The Agency has not yet provided a transparant accounting of who has been paid what. Please provide proof of payment for all payments that have been made to grievants as a result of Paragraph 2 of the December 12, 2006 Settlement Agreement.

I am sure that Arbitrator Rogers would not look favorably on taking time out of his busy schedule to have to revisit this issue a third time.

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

Exhibit
10

Hershel Goodwin

From: Mesewicz, Norman [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

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 thast 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.

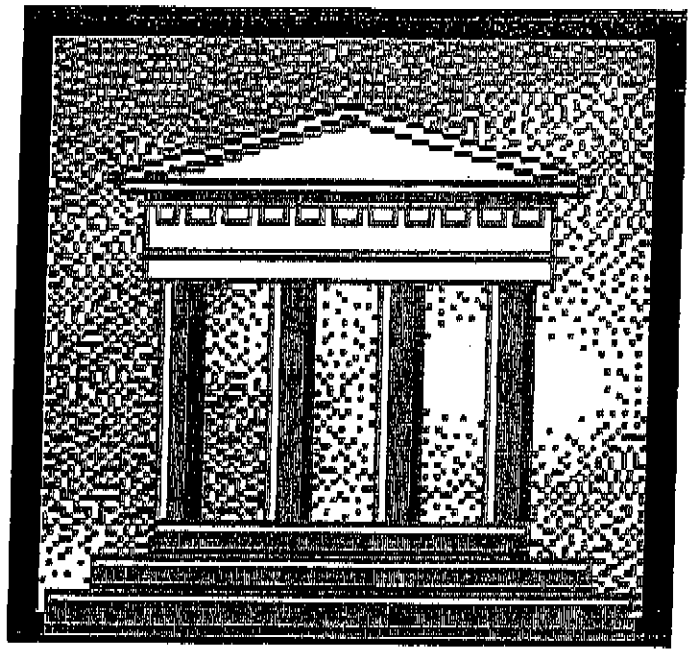
You also told me that you would send me information relating to the payments that the agency made to all of the 89 grievants who were due payments.

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

U.S. Department of Housing and Urban Development
Office of Human Resources
Labor and Employee Relations Division
451 Seventh Street, SW, Room 2150
Washington, D.C. 20410
Telephone: (202) 708-3373 Fax: (202) 708-2155



FAX

Norman Mesewicz
Deputy Director

To: Hershel Goodwin

Phone Number: 410-653-9060 **Date:** 8/22/07

Fax Number: 410-653-9061 **Pages:** 4

Subject: Paid Affidavits

Comments:

	A	B	C	D	E
1	**Name**	**Amount**	**Issue Date**	**Program Area**	**Pymt Type**
2					
3	Gale Harris	$ 63.39	1/29/2007	Admin - 4404	Liquidated
4	Gale Harris	$ 82.84	1/29/2007	Admin - 4404	Comp Time
5	Evan Chuang	$ 80.00	1/3/2007	CFO - Hqtrs	Liquidated
6	Anne Gilman	$ 11.66	1/29/2007	CPD - 4401	Liquidated
7	Anne Gilman	$ 15.70	1/29/2007	CPD - 4401	Comp Time
8	Lourdes Guzman	$ 106.83	2/1/2007	CPD - 4404	Liquidated
9	Lourdes Guzman	$ 143.89	1/31/2007	CPD - 4404	Comp Time
10	Mary May	$ 57.15	2/1/2007	CPD - Hqtrs	Liquidated
11	Mary May	$ 74.68	2/1/2007	CPD - Hqtrs	Comp Time
12	Donna Skumpija	$ 121.75	2/1/2007	FH&EO - 4402	Liquidated
13	Donna Skumpija	$ 159.11	2/1/2007	FH&EO - 4402	Comp Time
14	Sue Schofield	$ 72.60	1/30/2007	FH&EO - 4404	Liquidated
15	Sue Schofield	$ 94.89	1/27/2007	FH&EO - 4404	Comp Time
16	Crystal Martinez	$ 44.90	1/31/2007	FH&EO - 4407	Liquidated
17	Crystal Martinez	$ 58.68	1/31/2007	FH&EO - 4407	Comp Time
18	Linda Stewart	$ 75.44	12/26/2006	Field Police & Mgmt - 4410	Liquidated
19	Marisol Agosto	$ 92.99	2/1/2007	Field Policy & Mgmt	Liquidated
20	Marisol Agosto	$ 125.25	2/1/2007	Field Policy & Mgmt	Comp Time
21	Susan McManus	$ 46.70	1/29/2007	Field Policy & Mgmt - 4402	Liquidated
22	Susan McManus	$ 61.04	1/27/2007	Field Policy & Mgmt - 4402	Comp Time
23	Joseph DiLeo	$ 13.47	1/30/2007	Field Policy & Mgmt - 4404	Liquidated
24	Joseph DiLeo	$ 19.81	1/30/2007	Field Policy & Mgmt - 4404	Comp Time
25	Flossie Foster	$ 10.94	1/30/2007	Field Policy & Mgmt - 4404	Liquidated
26	Flossie Foster	$ 14.73	1/30/2007	Field Policy & Mgmt - 4404	Comp Time
27	Susan Neitzel	$ 73.50	2/1/2007	Field Policy & Mgmt - 4405	Liquidated
28	Susan Neitzel	$ 105.18	2/1/2007	Field Policy & Mgmt - 4405	Comp Time
29	Gwendolyn Hampton	$ 18.13	1/30/2007	Field Policy & Mgmt - 4405	Liquidated
30	Gwendolyn Hampton	$ 23.68	1/27/2007	Field Policy & Mgmt - 4405	Comp Time
31	Beranice Hartfield	$ 67.02	1/30/2007	Field Policy & Mgmt - 4405	Liquidated
32	Beranice Hartfield	$ 87.60	1/27/2007	Field Policy & Mgmt - 4405	Comp Time
33	Marilyn White	$ 52.68	1/30/2007	Field Policy & Mgmt - 4406	Liquidated
34	Marilyn White	$ 68.83	1/30/2007	Field Policy & Mgmt - 4406	Comp Time
35	Carl Stiles Jr.	$ 497.64	1/29/2007	Field Policy & Mgmt - 4406	Liquidated
36	Carl Stiles Jr.	$ 732.03	1/29/2007	Field Policy & Mgmt - 4406	Comp Time

	A	B	C	D	E
37	Brian Beachler	$ 44.16	1/29/2007	Field Policy & Mgmt - 4406	Liquidated
38	Brian Beachler	$ 57.71	1/29/2007	Field Policy & Mgmt - 4406	Comp Time
39	Christine Huntsman	$ 40.14	1/29/2007	Field Policy & Mgmt - 4410	Liquidated
40	Christine Huntsman	$ 52.46	1/27/2007	Field Policy & Mgmt - 4410	Comp Time
41	Debra Mele Cox	$ 22.10	1/29/2007	Housing - 4402	Liquidated
42	Debra Mele Cox	$ 28.88	1/29/2007	Housing - 4402	Comp Time
43	Valerie Ashe	$ 20.48	2/1/2007	Housing - 4403	Liquidated
44	Valerie Ashe	$ 26.77	2/1/2007	Housing - 4403	Comp Time
45	Casey LaFever	$ 218.51	2/1/2007	Housing - 4403	Liquidated
46	Casey LaFever	$ 284.29	2/1/2007	Housing - 4403	Comp Time
47	Brenda Collier	$ 5.55	2/1/2007	Housing - 4403	Liquidated
48	Brenda Collier	$ 7.94	2/1/2007	Housing - 4403	Comp Time
49	Maudene Brown Coleman	$ 55.74	2/1/2007	Housing - 4404	Liquidated
50	Maudene Brown Coleman	$ 79.76	2/1/2007	Housing - 4404	Comp Time
51	Margaret Gary	$ 9.82	2/1/2007	Housing - 4404	Liquidated
52	Margaret Gary	$ 12.84	2/1/2007	Housing - 4404	Comp Time
53	Julia Powers	$ 88.15	2/1/2007	Housing - 4404	Liquidated
54	Julia Powers	$ 115.20	2/1/2007	Housing - 4404	Comp Time
55	Isabella Thomas	$ 49.23	1/30/2007	Housing - 4404	Liquidated
56	Isabella Thomas	$ 70.44	1/29/2007	Housing - 4404	Comp Time
57	Carrie Myers	$ 240.12	2/1/2007	Housing - 4404	Liquidated
58	Carrie Myers	$ 303.54	2/1/2007	Housing - 4404	Comp Time
59	Phillip Hebenstreit Jr	$ 56.54	1/29/2007	Housing - 4405	Liquidated
60	Phillip Hebenstreit Jr	$ 73.90	1/29/2007	Housing - 4405	Comp Time
61	Alise White	$ 17.40	2/1/2007	Housing - 4406	Liquidated
62	Alise White	$ 22.74	2/1/2007	Housing - 4406	Comp Time
63	Kimberly Bledsoe	$ 64.06	1/30/2007	Housing - 4407	Liquidated
64	Kimberly Bledsoe	$ 83.72	1/30/2007	Housing - 4407	Comp Time
65	Kathryn Smith	$ 8.98	1/31/2007	Housing - 4407	Liquidated
66	Kathryn Smith	$ 11.74	1/31/2007	Housing - 4407	Comp Time
67	Karen Stokes Tyiska	$ 25.38	1/29/2007	Housing - 4407	Liquidated
68	Karen Stokes Tyiska	$ 33.15	1/29/2007	Housing - 4407	Comp Time
69	Lucila Knutson	$ 37.08	2/1/2007	Housing - 4409	Liquidated
70	Lucila Knutson	$ 48.46	2/1/2007	Housing - 4409	Comp Time
71	Marilyn Battey	$ 60.54	1/31/2007	Housing - Hqtrs	Liquidated
72	Marilyn Battey	$ 79.12	1/31/2007	Housing - Hqtrs	Comp Time

	A	B	C	D	E
73	Lisa Wimbush	$ 59.64	1/4/2007	Housing - Hqtrs	Liquidated
74	Linda Robertson	$ 53.40	1/9/2007	Housing - Hqtrs	Liquidated
75	Linda Collins	$ 95.19	1/31/2007	Housing - Hqtrs	Liquidated
76	Linda Collins	$ 124.41	1/31/2007	Housing - Hqtrs	Comp Time
77	Eliza Jeffries	$ 49.31	1/31/2007	Housing - Hqtrs	Liquidated
78	Eliza Jeffries	$ 64.45	1/31/2007	Housing - Hqtrs	Comp Time
79	Cornelia Bowman	$ 59.57	2/1/2007	Housing - Hqtrs	Liquidated
80	Cornelia Bowman	$ 77.85	2/1/2007	Housing - Hqtrs	Comp Time
81	Anthia Atwater	$ 68.58	2/1/2007	ODOCS	Liquidated
82	Anthia Atwater	$ 89.64	2/1/2007	ODOCS	Comp Time
83	Linda Savoy	$ 3.85	2/1/2007	OGC - 4400	Liquidated
84	Linda Savoy	$ 5.51	2/1/2007	OGC - 4400	Comp Time
85	Margo Stokes	$ 8.74	2/1/2007	OGC - 4402	Liquidated
86	Margo Stokes	$ 11.43	2/1/2007	OGC - 4402	Comp Time
87	Jennifer Propis	$ 5.24	1/30/2007	OGC - 4402	Liquidated
88	Jennifer Propis	$ 6.84	1/27/2007	OGC - 4402	Comp Time
89	Melissa Jones	$ 41.40	2/1/2007	OGC - 4403	Liquidated
90	Melissa Jones	$ 54.10	2/1/2007	OGC - 4403	Comp Time
91	Susan Readus	$ 2.46	1/30/2007	PIH - 4404	Liquidated
92	Susan Readus	$ 3.31	1/30/2007	PIH - 4404	Comp Time
93	Pamela Kemble	$ 89.74	2/1/2007	PIH - 4406	Liquidated
94	Pamela Kemble	$ 117.29	2/1/2007	PIH - 4406	Comp Time
95	Genoveva Loran	$ 140.91	1/30/2007	PIH - 4406	Liquidated
96	Genoveva Loran	$ 184.15	1/27/2007	PIH - 4406	Comp Time
97	Dallas Blair	$ 6.81	2/1/2007	PIH - Hqtrs	Liquidated
98	Dallas Blair	$ 8.90	2/1/2007	PIH - Hqtrs	Comp Time
99	**TOTAL**	$7,264.09			

Exhibit
11

Hershel Goodwin

From: Mesewicz, Norman [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 (LESs, 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

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

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 thast 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

Exhibit
12

exempt?

A. Would you please repeat that?

Q. Do you know whether anybody in HUD made an investigation to see whether these employees were paid properly?

A. I do not know.

Q. Did the guidance that was issued state that employees who were non exempt are entitled to overtime and at their election comp time?

A. I don't know.

MR. SNIDER: Nothing further.

ARBITRATOR ROGERS: Mr. Panken, anything?

MR. PANKEN: I suppose I am going to have go out and get some more witnesses. So, I, therefore, defer any decision on this until I get some witnesses who are, who can tell me about the pay. However, I believe that if anybody has not been paid, that the Union would tell us who it was, and I believe that anybody who was not paid properly, would tell the Union very clearly that they weren't paid and bring it to our attention so

we can correct it.

However, since the issue was raised as to what we did, I guess we are going to have to go out and get some, get some people to tell me what was done. It is -- And I am not prepared at this particular moment to, to prepare and get that evidence. I will do so with some promptness if we ever get a break from the 904s.

However, I will, again, state for the record, that anybody who did not get properly paid overtime, bring it to our attention and we will check it and we will get them properly paid.

ARBITRATOR ROGERS: Okay. Mr. Snider, anything?

MR. SNIDER: We think the matter is right for a decision.

ARBITRATOR ROGERS: Okay.

MR. SNIDER: We have had plenty of briefing and plenty of time to bring forth evidence and now is the time to fish or cut bait, as the colloquialism goes.