

1 APEN
2 JOHN R. BAILEY
3 Nevada Bar No. 0137
4 DENNIS L. KENNEDY
5 Nevada Bar No. 1462
6 JOSEPH A. LIEBMAN
7 Nevada Bar No. 10125
8 PAUL C. WILLIAMS
9 Nevada Bar No. 12524
10 JAROD B. PENNIMAN
11 Nevada Bar No. 16299
12 **BAILEY♦KENNEDY**
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17 JBailey@BaileyKennedy.com
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19 JLiebman@BaileyKennedy.com
20 PWilliams@BaileyKennedy.com
21 JPenniman@BaileyKennedy.com

22 ANTHONY P. SGRO
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25 Nevada Bar No. 14830
26 **SGRO & ROGER**
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28 Las Vegas, Nevada 89102
29 Telephone: 702.384.9800
30 Facsimile: 702.665.4120
31 TSgro@SgroandRoger.com
32 ABondy@SgroandRoger.com

33 *Attorneys for Plaintiffs*

34 DISTRICT COURT

35 CLARK COUNTY, NEVADA

36 DANIEL COYNE, individually and on behalf of
37 those similarly situated; DAVID DENTON,
38 individually and on behalf of those similarly
39 situated; and SEAN BOLLIG, individually and on
40 behalf of those similarly situated,

41 Plaintiffs,

42 vs.

43 LAS VEGAS METROPOLITAN POLICE
44 DEPARTMENT,

45 Defendant.

46 Case No. A-22-848354-C
47 Dept. No. XV

48 **APPENDIX OF EXHIBITS TO
49 PLAINTIFFS' MOTION FOR APPROVAL
50 OF ATTORNEYS' FEES AND COSTS AND
51 INCENTIVE AWARDS**

52 **VOLUME 2 OF 2**

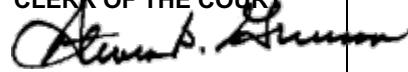


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Ex No.	Description	Volume No.	Page Range
13	List of Opt-In Class Plaintiffs	2	378-380

DATED this 22nd day of September, 2025.

BAILEY♦KENNEDY

By: /s/ Joseph A. Liebman

JOHN R. BAILEY
DENNIS L. KENNEDY
JOSEPH A. LIEBMAN
PAUL C. WILLIAMS
JAROD B. PENNIMAN

SGRO & ROGER
ANTHONY P. SGRO
ALANNA C. BONDY
Attorneys for Plaintiffs

BAILEY♦KENNEDY
8984 SPANISH RIDGE AVENUE
LAS VEGAS, NEVADA 89143-1302
702.562.8820

CERTIFICATE OF SERVICE

I certify that I am an employee of BAILEY♦KENNEDY and that on the 22nd day of September, 2025, service of the foregoing was made by mandatory electronic service through the Eighth Judicial District Court's electronic filing system and/or by depositing a true and correct copy in the U.S. Mail, first class postage prepaid, and addressed to the following at their last known address:

NICHOLAS D. CROSBY
JORDAN W. MONTET
MARQUIS & AURBACH, CHTD.
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Attorneys for Defendant

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WHITMIRE LAW, PLLC
10785 West Twain, Suite 226
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Attorneys for Defendant

/s/ Samantha T. Kishi
Employee of BAILEY♦KENNEDY

EXHIBIT 6

1 **MEMC**
2 ANTHONY P. SGRO
3 Nevada Bar No. 3811
4 ALANNA C. BONDY
5 Nevada Bar No. 14830
6 **SGRO & ROGER**
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20 Nevada Bar No. 12524
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JLiebman@BaileyKennedy.com
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18 *Attorneys for Plaintiffs*

19
20 DISTRICT COURT
21 CLARK COUNTY, NEVADA

22 DANIEL COYNE, individually and on behalf of
23 those similarly situated; DAVID DENTON,
24 individually and on behalf of those similarly
25 situated; and SEAN BOLLIG, individually and on
behalf of those similarly situated,

26 Case No. A-22-848354-C
27 Dept. No. XV

28 **PLAINTIFFS' VERIFIED
MEMORANDUM OF COSTS**

24 Plaintiffs,

25 vs.
26 LAS VEGAS METROPOLITAN POLICE
27 DEPARTMENT, Defendant.

PLAINTIFFS' VERIFIED MEMORANDUM OF COSTS

Plaintiffs Daniel Coyne, David Denton, and Sean Bollig (collectively, “Plaintiffs”) submit this Verified Memorandum of Costs in support of their Motion for Attorney’s Fees and Costs.

Plaintiffs, through Sgro and Roger, incurred the following recoverable costs in this action:

1. CLERK'S FEES.....		\$420.40 ¹
02/15/2022	Clerk's Fee – Filing Electronic Records through February 2022	\$360.90
03/01/2022	Clerk's Fee – Filing Electronic Records through March 2022	\$31.50
11/23/2022	Clerk's Fee – Filing Electronic Records through November 2022	\$3.50
01/18/2023	Clerk's Fee – Filing Electronic Records through January 2023	\$3.50
02/03/2023	Clerk's Fee – Filing Electronic Records through February 2023	\$3.50
08/17/2023	Clerk's Fee – Filing Electronic Records through August 2023	\$3.50
09/04/2023	Clerk's Fee – Filing Electronic Records through September 2023	\$3.50
10/04/2023	Clerk's Fee – Filing Electronic Records through October 2023	\$3.50
06/28/2024	Clerk's Fee – Filing Electronic Records through June 2024	\$7.00

2. REPORTERS' FEES..... N/A

3. JURORS' FEES & EXPENSES N/A

4. WITNESS FEES N/A

⁵ EXPERT FEES. \$5,466.07²

S. EXPERT FEES \$5,466.0^{1/2}

11/18/2024	Berkeley Research Group - Expert services and fees through October 2024	\$432.08
12/12/2024	Berkeley Research Group - Expert services fees and costs for November 2024	\$2,634.08
01/15/2025	Berkeley Research Group - Expert fees and expenses for December 2024	\$2,399.91

6. INTERPRETER FEES..... N/A

7. SERVICE OF PROCESS

¹ True and correct copies of receipts for the Clerk's fees incurred by Plaintiffs in this action are attached hereto as Exhibit 1.

² True and correct copies of invoices for Expert fees incurred by Plaintiffs in this action are attached hereto as Exhibit 2.

³ True and correct copies of invoices for Service of Process fees incurred by Plaintiffs in this action are attached hereto as Exhibit 3

1	02/28/2022	Process Server – First Legal Services and fees through February 2022	\$76.48
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2 **8. FEES OF OFFICIAL REPORTER** N/A

3 **9. BOND FEES** N/A

4 **10. BAILIFF/MARSHALL FEES** N/A

5 **11. TELECOPY FEES** N/A

6 **12. PHOTOCOPY FEES** \$134.50

7	08/21/2024	Document Reproduction – 22 pages at \$0.25 per page	\$5.50
8	09/20/2024	Document Reproduction – 56 pages at \$0.25 per page	\$14.00
9	01/07/2025	Document Reproduction – 16 pages at \$0.25 per page	\$4.00
10	02/04/2025	Document Reproduction – 22 pages at \$0.25 per page	\$5.50
11	03/07/2025	Document Reproduction – 38 pages at \$0.25 per page	\$9.50
12	07/31/2025	Document Reproduction – 9 pages at \$0.25 per page	\$2.25
13	08/31/2025	Document Reproduction – 375 pages at \$0.25 per page	\$93.75

15 **13. LONG DISTANCE FEES – NRS 18.005(13)** N/A

16 **14. POSTAGE – NRS 18.005(14)** N/A

17 **15. TRAVEL FEES** N/A

18 **16. FEES PURSUANT TO NRS 19.0335** N/A

19 **17. MESSENGER/COURIER FEES** N/A

20 **18. LEGAL RESEARCH FEES** N/A

21 **19. ELECTRONIC DISCOVERY FEES** N/A

22

23

24

25

26

27

28

ADVANCED RESOLUTION RELATED EXPENSES		
10/14/2024	Advanced Resolution Management Mediation fees. Inv: 24666	\$1,781.25
12/13/2024	Advanced Resolution Management Mediation fees. Inv: 25318	\$1,781.25
01/24/2025	Advanced Resolution Management Mediation fees. Inv: 25699	\$468.75
02/28/2025	Advanced Resolution Management Mediation fees. Inv: 26139 Sgro and Roger paid \$4,125. Bailey Kennedy reimbursed \$625.00	\$1,031.25
03/24/2025	Advanced Resolution Management Mediation fees. Inv: 26559 Sgro and Roger paid \$1,250. Bailey Kennedy reimbursed \$625.00	\$312.50

Each of the foregoing costs was reasonably and necessarily incurred by Plaintiffs in this action. While each of the foregoing costs may not appear to have directly aided in the successful outcome obtained by Plaintiffs, they reference work that can be properly attributed to bringing about the benefit obtained in this case.

As such, the Court should award Plaintiffs their total costs in the amount of \$11,472.45.

DATED this 22nd day of September, 2025.

SGRO & ROGER

/s/ Alanna Bondy
By: **SGRO & ROGER**
ANTHONY P. SGRO
ALANNA C. BONDY
Attorneys for Plaintiffs

⁴ True and correct copies of the invoices for Mediation-Related Expenses incurred by Plaintiffs in this action are attached hereto as Exhibit 4.

**DECLARATION OF ALANNA BONDY IN SUPPORT OF PLAINTIFFS' VERIFIED
MEMORANDUM OF COSTS**

I, Alanna Bondy, declare as follows:

1. I am an attorney with the law firm of Sgro & Roger, counsel of record for Plaintiffs in the cases entitled *Daniel Coyne, et al. vs. Las Vegas Metropolitan Police Department*, pending before the Eighth Judicial Court under Case No. A-22-848354-C and before the United States District Court, District of Nevada under Case No. 2:22-cv-00475.

2. I have personal knowledge of and am competent to testify to the facts contained in this Declaration.

3. I have made this declaration in support of Plaintiffs' Verified Memorandum of Costs.

4. The items contained in Plaintiffs' Verified Memorandum of Costs are true and correct to the best of my knowledge, information, and belief as they relate to costs and expenses incurred through my firm. Each of the costs identified in Plaintiffs' Verified Memorandum of Costs incurred through my firm were reasonably and necessarily incurred in these actions.

I declare under penalty of perjury, under the laws of the State of Nevada, that the foregoing is true and correct.

EXECUTED on this 22nd day of September, 2025.

/s/ Alanna Bondy
ALANNA BONDY, ESQ.

EXHIBIT “1”

EXHIBIT “1”

Case # A-22-848354-C - Daniel Coyne, Plaintiff(s)vs. Las Vegas Metr

Envelope Information

Envelope Id 9368679	Submitted Date 2/15/2022 5:23 PM PST	Submitted User Name awilliams@sgroandroger.com
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Case Information

Location Department 15	Category Civil	Case Type Other Civil Matters
----------------------------------	--------------------------	---

Case Initiation Date 2/15/2022	Case # A-22-848354-C
--	--------------------------------

Assigned to Judge Hardy, Joe
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Filings

Filing Type EFile	Filing Code Complaint - COMP (CIV)
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Filing Description Complaint
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Client Reference Number 2270
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Filing on Behalf of Daniel Coyne,David Denton,Sean Bollig

Filing Status Accepted	Accepted Date 2/15/2022 5:25 PM PST
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Accept Comments Auto Review Accepted
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Lead Document

File Name Collective & Class Complaint v14 KBS FINAL.pdf	Security Public Filed Document	Download Original File Court Copy
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 **Support**

Filing Type

EFile

Filing CodeInitial Appearance Fee Disclosure - IAFD
(CIV)**Filing Description**

Initial Appearance Fee Disclosure

Client Reference Number

2270

Filing on Behalf of

Daniel Coyne,David Denton,Sean Bollig

Filing Status

Accepted

Accepted Date

2/15/2022 5:25 PM PST

Accept Comments

Auto Review Accepted

Lead Document

File Name	Security	Download
22.02.15 IAFD.pdf	Public Filed Document	Original File

Filing Type

EFile

Filing Code

Civil Cover Sheet - CCS (CIV)

Filing Description

Civil Cover Sheet

Client Reference Number

2270

Filing on Behalf of

Daniel Coyne,David Denton,Sean Bollig

Filing Status

Accepted

Accepted Date

2/15/2022 5:25 PM PST

Accept Comments

Auto Review Accepted

Lead Document

File Name	Security	Download
22.02.15 Civil Cover Sheet.pdf	Non-Public Document	Original File

Fees

Complaint - COMP (CIV)

Description	Amount
Filing Fee	\$270.00
01G Complaint Additional Party (2 x \$30.00)	\$60.00
	Filing Total: \$330.00
<hr/>	

Initial Appearance Fee Disclosure - IAFD (CIV)

Description	Amount
Filing Fee	\$0.00
	Filing Total: \$0.00

Civil Cover Sheet - CCS (CIV)

Description	Amount
Filing Fee	\$0.00
	Filing Total: \$0.00

Total Filing Fee	\$330.00
Payment Service Fee	\$9.90
E-File Fee	\$3.50
Envelope Total: \$343.40	

Transaction Amount	\$343.40		
Transaction Id	10404827		
Filing Attorney	Anthony Sgro	Order Id	009368679-0
Transaction Response	Payment Complete		

Case # A-22-848354-C - Daniel Coyne, Plaintiff(s)vs. Las Vegas Metr

Envelope Information

Envelope Id 9371939	Submitted Date 2/16/2022 11:12 AM PST	Submitted User Name awilliams@sgroandroger.com
-------------------------------	---	--

Case Information

Location Department 15	Category Civil	Case Type Other Civil Matters
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Case Initiation Date 2/15/2022	Case # A-22-848354-C
--	--------------------------------

Assigned to Judge Hardy, Joe
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Filings

Filing Type EFile	Filing Code Summons Electronically Issued - Service Pending - SEI (CIV)
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Filing Description Summons Electronically Issued
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Client Reference Number 2270
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Filing on Behalf of Daniel Coyne,David Denton,Sean Bollig

Filing Status Accepted	Accepted Date 2/18/2022 3:35 PM PST
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Lead Document

File Name	Security	Download
22.02.15 Summons (to LVMPD).pdf	Non-Public Document	Original File Court Copy

Fees

 **Support**

Summons Electronically Issued - Service Pending - SEI (CIV)

Description	Amount
Filing Fee	\$0.00
	Filing Total: \$0.00

Total Filing Fee	\$0.00
E-File Fee	\$3.50
	Envelope Total: \$3.50

Transaction Amount	\$3.50
Transaction Id	10426191
Filing Attorney	Kelly Stout
Transaction Response	Payment Complete
	Order Id
	009371939-0

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Version: 2022.1.8.10545

Case # A-22-848354-C - Daniel Coyne, Plaintiff(s)vs. Las Vegas Metr

Envelope Information

Envelope Id 9407449	Submitted Date 2/23/2022 11:58 AM PST	Submitted User Name awilliams@sgroandroger.com
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Case Information

Location Department 15	Category Civil	Case Type Other Civil Matters
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Case Initiation Date 2/15/2022	Case # A-22-848354-C
--	--------------------------------

Assigned to Judge Hardy, Joe
--

Filings

Filing Type EFile	Filing Code Affidavit of Service - AOS (CIV)
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Filing Description Affidavit of Service

Client Reference Number 2270
--

Filing on Behalf of Daniel Coyne,David Denton,Sean Bollig

Filing Status Accepted	Accepted Date 2/23/2022 11:59 AM PST
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Accept Comments Auto Review Accepted
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Lead Document

File Name	Security	Download
AOS LVMPD- FLSA.pdf	Public Filed Document	Original File Court Copy



Affidavit of Service - AOS (CIV)

Description	Amount
Filing Fee	\$0.00

Filing Total: \$0.00

Total Filing Fee	\$0.00
E-File Fee	\$3.50

Envelope Total: \$3.50

Transaction Amount	\$3.50		
Transaction Id	10441276		
Filing Attorney	Kelly Stout	Order Id	009407449-0
Transaction Response	Payment Complete		

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Version: 2022.1.8.10545

Case # A-22-848354-C - Daniel Coyne, Plaintiff(s)vs. Las Vegas Metr

Envelope Information

Envelope Id 9419062	Submitted Date 2/24/2022 5:06 PM PST	Submitted User Name awilliams@sgroandroger.com
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Case Information

Location Department 15	Category Civil	Case Type Other Civil Matters
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Case Initiation Date 2/15/2022	Case # A-22-848354-C
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Assigned to Judge Hardy, Joe
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Filings

Filing Type EFile	Filing Code Consent - CONS (CIV)
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Filing Description Consent

Client Reference Number 2270
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Filing Status Accepted	Accepted Date 2/24/2022 5:07 PM PST
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Accept Comments Auto Review Accepted
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Lead Document

File Name 22.02.24 Consent to Join.pdf	Security	Download Original File Court Copy
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Fees

 **Support** (CIV)

Description	Amount
Filing Fee	\$0.00
	Filing Total: \$0.00

Total Filing Fee	\$0.00
E-File Fee	\$3.50
	Envelope Total: \$3.50

Transaction Amount	\$3.50
Transaction Id	10452480
Filing Attorney	Kelly Stout
Transaction Response	Payment Complete
	Order Id
	009419062-0

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Version: 2022.1.8.10545

Case # A-22-848354-C - Daniel Coyne, Plaintiff(s)vs. Las Vegas Metr

Envelope Information

Envelope Id 9425607	Submitted Date 2/25/2022 4:23 PM PST	Submitted User Name awilliams@sgroandroger.com
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Case Information

Location Department 15	Category Civil	Case Type Other Civil Matters
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Case Initiation Date 2/15/2022	Case # A-22-848354-C
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Assigned to Judge Hardy, Joe
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Filings

Filing Type EFile	Filing Code Consent - CONS (CIV)
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Filing Description Consent

Client Reference Number 2270
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Filing on Behalf of Daniel Coyne,David Denton,Sean Bollig

Filing Status Accepted	Accepted Date 2/25/2022 4:24 PM PST
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Accept Comments Auto Review Accepted
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Lead Document

File Name	Security	Download
22.02.25 Consent to Become PP.pdf	Public Filed Document	Original File Court Copy



Consent - CONS (CIV)

Description	Amount
Filing Fee	\$0.00
	Filing Total: \$0.00

Total Filing Fee	\$0.00
E-File Fee	\$3.50
	Envelope Total: \$3.50

Transaction Amount	\$3.50
Transaction Id	10458460
Filing Attorney	Jennifer Arledge
Transaction Response	Payment Complete
	Order Id
	009425607-0

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Version: 2022.1.8.10545

Case # A-22-848354-C - Daniel Coyne, Plaintiff(s)vs. Las Vegas Metr

Envelope Information

Envelope Id 9432213	Submitted Date 2/28/2022 2:19 PM PST	Submitted User Name awilliams@sgroandroger.com
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Case Information

Location Department 15	Category Civil	Case Type Other Civil Matters
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Case Initiation Date 2/15/2022	Case # A-22-848354-C
--	--------------------------------

Assigned to Judge Hardy, Joe
--

Filings

Filing Type EFile	Filing Code Consent - CONS (CIV)
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Filing Description Consent

Client Reference Number 2270
--

Filing on Behalf of Daniel Coyne,David Denton,Sean Bollig

Filing Status Accepted	Accepted Date 2/28/2022 2:20 PM PST
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Accept Comments Auto Review Accepted
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Lead Document

File Name	Security	Download
22.02.28 Consent to Become PP.pdf	Public Filed Document	Original File Court Copy



Consent - CONS (CIV)

Description	Amount
Filing Fee	\$0.00

Filing Total: \$0.00

Total Filing Fee	\$0.00
E-File Fee	\$3.50

Envelope Total: \$3.50

Transaction Amount	\$3.50		
Transaction Id	10465279		
Filing Attorney	Kelly Stout	Order Id	009432213-0
Transaction Response	Payment Complete		

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Version: 2022.1.8.10545

Case # A-22-848354-C - Daniel Coyne, Plaintiff(s)vs. Las Vegas Metr

Envelope Information

Envelope Id 9443820	Submitted Date 3/1/2022 4:58 PM PST	Submitted User Name awilliams@sgroandroger.com
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Case Information

Location Department 15	Category Civil	Case Type Other Civil Matters
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Case Initiation Date 2/15/2022	Case # A-22-848354-C
--	--------------------------------

Assigned to Judge Hardy, Joe
--

Filings

Filing Type EFile	Filing Code Consent - CONS (CIV)
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Filing Description Consent

Client Reference Number 2270
--

Filing on Behalf of Daniel Coyne,David Denton,Sean Bollig

Filing Status Accepted	Accepted Date 3/1/2022 4:59 PM PST
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Accept Comments Auto Review Accepted
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Lead Document

File Name Consent to Join.pdf	Security Public Filed Document	Download Original File Court Copy
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 **Support**

Consent - CONS (CIV)

Description	Amount
Filing Fee	\$0.00

Filing Total: \$0.00

Total Filing Fee	\$0.00
E-File Fee	\$3.50

Envelope Total: \$3.50

Transaction Amount	\$3.50		
Transaction Id	10475893		
Filing Attorney	Kelly Stout	Order Id	009443820-0
Transaction Response	Payment Complete		

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Version: 2022.1.8.10545

Case # A-22-848354-C - Daniel Coyne, Plaintiff(s)vs. Las Vegas Metr

Envelope Information

Envelope Id
9451146

Submitted Date
3/2/2022 4:13 PM PST

Submitted User Name
awilliams@sgroandroger.com

Case Information

Location
Department 15

Category
Civil

Case Type
Other Civil Matters

Case Initiation Date
2/15/2022

Case #
A-22-848354-C

Assigned to Judge
Hardy, Joe

Filings

Filing Type
EFile

Filing Code
Consent - CONS (CIV)

Filing Description
Consent

Client Reference Number
2270

Filing on Behalf of
Daniel Coyne,David Denton,Sean Bollig

Filing Status
Accepted

Accepted Date
3/2/2022 4:14 PM PST

Accept Comments
Auto Review Accepted

Lead Document

File Name	Security	Download
22.03.02 Consent to Become PP .pdf	Public Filed Document	Original File Court Copy



Consent - CONS (CIV)

Description	Amount
Filing Fee	\$0.00
	Filing Total: \$0.00

Total Filing Fee	\$0.00
E-File Fee	\$3.50
	Envelope Total: \$3.50

Transaction Amount	\$3.50		
Transaction Id	10483185		
Filing Attorney	Kelly Stout	Order Id	009451146-0
Transaction Response	Payment Complete		

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Version: 2022.1.8.10545

Case # A-22-848354-C - Daniel Coyne, Plaintiff(s)vs. Las Vegas Metr

Envelope Information

Envelope Id 9458924	Submitted Date 3/3/2022 4:38 PM PST	Submitted User Name kstout@sgroandroger.com-inactive
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Case Information

Location Department 15	Category Civil	Case Type Other Civil Matters
----------------------------------	--------------------------	---

Case Initiation Date 2/15/2022	Case # A-22-848354-C
--	--------------------------------

Assigned to Judge Hardy, Joe
--

Filings

Filing Type EFileAndServe	Filing Code Consent - CONS (CIV)
-------------------------------------	--

Filing Description Notice of Filing Consent to Become Party Plaintiff
--

Client Reference Number 2270
--

Filing on Behalf of Daniel Coyne,David Denton,Sean Bollig

Filing Status Accepted	Accepted Date 3/3/2022 4:39 PM PST
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Accept Comments Auto Review Accepted
--

Lead Document

File Name	Security	Download
22.03.03 Consent to Become PP.pdf	Public Filed Document	Original File Court Copy

 **Support** 

Status	Name	Firm	Served	Date Opened
Sent	Anthony P Sgro	Sgro & Roger	Yes	Not Opened
Sent	E File	Sgro & Roger	Yes	3/4/2022 9:39 AM PST
Sent	Alexis Williams	Sgro & Roger	Yes	Not Opened
Sent	Kelly B. Stout	Sgro & Roger	Yes	Not Opened

Parties with No eService

Name **Address**
 David Denton

Name **Address**
 Sean Bollig

Fees

Consent - CONS (CIV)

Description	Amount
Filing Fee	\$0.00
Filing Total:	\$0.00

Total Filing Fee	\$0.00
E-File Fee	\$3.50
Envelope Total:	\$3.50

Transaction Amount	\$3.50		
Transaction Id	10490915		
Filing Attorney	Kelly Stout	Order Id	009458924-0
Transaction Response	Payment Complete		

Case # A-22-848354-C - Daniel Coyne, Plaintiff(s)vs. Las Vegas Metr

Envelope Information

Envelope Id 9466232	Submitted Date 3/4/2022 5:09 PM PST	Submitted User Name awilliams@sgroandroger.com
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Case Information

Location Department 15	Category Civil	Case Type Other Civil Matters
----------------------------------	--------------------------	---

Case Initiation Date 2/15/2022	Case # A-22-848354-C
--	--------------------------------

Assigned to Judge Hardy, Joe
--

Filings

Filing Type EFileAndServe	Filing Code Consent - CONS (CIV)
-------------------------------------	--

Filing Description Consent 3.4.22

Client Reference Number 2270
--

Filing on Behalf of Daniel Coyne,David Denton,Sean Bollig

Filing Status Accepted	Accepted Date 3/4/2022 5:11 PM PST
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Accept Comments Auto Review Accepted
--

Lead Document

File Name	Security	Download
22.03.04 Consent to Become PP .pdf	Public Filed Document	Original File Court Copy

Status	Name	Firm	Served	Date Opened
Sent	Anthony P Sgro	Sgro & Roger	Yes	Not Opened
Sent	E File	Sgro & Roger	Yes	3/7/2022 10:14 AM PST
Sent	Alexis Williams	Sgro & Roger	Yes	Not Opened
Sent	Kelly B. Stout	Sgro & Roger	Yes	Not Opened

Parties with No eService

Name **Address**
 David Denton

Name **Address**
 Sean Bollig

Fees

Consent - CONS (CIV)

Description	Amount
Filing Fee	\$0.00
Filing Total: \$0.00	

Total Filing Fee	\$0.00
E-File Fee	\$3.50
Envelope Total: \$3.50	

Transaction Amount	\$3.50		
Transaction Id	10497716		
Filing Attorney	Kelly Stout	Order Id	009466232-0
Transaction Response	Payment Complete		

Case # A-22-848354-C - Daniel Coyne, Plaintiff(s)vs. Las Vegas Metr

Envelope Information

Envelope Id 9474397	Submitted Date 3/7/2022 4:35 PM PST	Submitted User Name awilliams@sgroandroger.com
-------------------------------	---	--

Case Information

Location Department 15	Category Civil	Case Type Other Civil Matters
----------------------------------	--------------------------	---

Case Initiation Date 2/15/2022	Case # A-22-848354-C
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Assigned to Judge Hardy, Joe
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Filings

Filing Type EFileAndServe	Filing Code Consent - CONS (CIV)
-------------------------------------	--

Filing Description Consent 22.03.07

Client Reference Number 2270
--

Filing on Behalf of Daniel Coyne,David Denton,Sean Bollig

Filing Status Accepted	Accepted Date 3/7/2022 4:36 PM PST
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Accept Comments Auto Review Accepted
--

Lead Document

File Name	Security	Download
22.03.07 Consent to Become PP (TBF).pdf		Original File Court Copy

Status	Name	Firm	Served	Date Opened
Sent	Anthony P Sgro	Sgro & Roger	Yes	Not Opened
Sent	E File	Sgro & Roger	Yes	3/8/2022 10:09 AM PST
Sent	Alexis Williams	Sgro & Roger	Yes	Not Opened
Sent	Kelly B. Stout	Sgro & Roger	Yes	Not Opened

Parties with No eService

Name **Address**
 David Denton

Name **Address**
 Sean Bollig

Fees

Consent - CONS (CIV)

Description	Amount
Filing Fee	\$0.00
Filing Total:	\$0.00

Total Filing Fee	\$0.00
E-File Fee	\$3.50
Envelope Total:	\$3.50

Transaction Amount	\$3.50		
Transaction Id	10506360		
Filing Attorney	Kelly Stout	Order Id	009474397-0
Transaction Response	Payment Complete		

Case # A-22-848354-C - Daniel Coyne, Plaintiff(s)vs. Las Vegas Metr

Envelope Information

Envelope Id 9482989	Submitted Date 3/8/2022 4:50 PM PST	Submitted User Name awilliams@sgroandroger.com
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Case Information

Location Department 15	Category Civil	Case Type Other Civil Matters
----------------------------------	--------------------------	---

Case Initiation Date 2/15/2022	Case # A-22-848354-C
--	--------------------------------

Assigned to Judge Hardy, Joe
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Filings

Filing Type EFileAndServe	Filing Code Consent - CONS (CIV)
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Filing Description Consent

Client Reference Number 2270
--

Filing on Behalf of Daniel Coyne,David Denton,Sean Bollig

Filing Status Accepted	Accepted Date 3/8/2022 4:51 PM PST
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Accept Comments Auto Review Accepted
--

Lead Document

File Name	Security	Download
22.03.08 Consent to Become PP (TBF).pdf	Public Filed Document	Original File Court Copy

Status	Name	Firm	Served	Date Opened
Sent	Anthony P Sgro	Sgro & Roger	Yes	Not Opened
Sent	E File	Sgro & Roger	Yes	3/9/2022 9:16 AM PST
Sent	Alexis Williams	Sgro & Roger	Yes	Not Opened
Sent	Kelly B. Stout	Sgro & Roger	Yes	Not Opened

Parties with No eService

Name **Address**
 David Denton

Name **Address**
 Sean Bollig

Fees

Consent - CONS (CIV)

Description	Amount
Filing Fee	\$0.00
Filing Total:	\$0.00

Total Filing Fee	\$0.00
E-File Fee	\$3.50
Envelope Total:	\$3.50

Transaction Amount	\$3.50
Transaction Id	10514507
Filing Attorney	Jennifer Arledge
Transaction Response	Payment Complete
Order Id	009482989-0

Case # A-22-848354-C - Daniel Coyne, Plaintiff(s)vs. Las Vegas Metr

Envelope Information

Envelope Id 9499645	Submitted Date 3/10/2022 5:09 PM PST	Submitted User Name awilliams@sgroandroger.com
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Case Information

Location Department 15	Category Civil	Case Type Other Civil Matters
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Case Initiation Date 2/15/2022	Case # A-22-848354-C
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Assigned to Judge Hardy, Joe
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Filings

Filing Type EFileAndServe	Filing Code Consent - CONS (CIV)
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Filing Description Consent 22.03.17

Client Reference Number 2270
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Filing on Behalf of Daniel Coyne,David Denton,Sean Bollig

Filing Status Accepted	Accepted Date 3/10/2022 5:10 PM PST
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Accept Comments Auto Review Accepted
--

Lead Document

File Name	Security	Download
22.03.10 Consent to Become PP (TBF).pdf	Public Filed Document	Original File Court Copy

Status	Name	Firm	Served	Date Opened
Sent	Anthony P Sgro	Sgro & Roger	Yes	Not Opened
Sent	E File	Sgro & Roger	Yes	3/11/2022 9:04 AM PST
Sent	Alexis Williams	Sgro & Roger	Yes	Not Opened
Sent	Kelly B. Stout	Sgro & Roger	Yes	Not Opened
Sent	Suzanne Boggs	Marquis Aurbach Coffing	Yes	3/14/2022 9:14 AM PST
Sent	Nicholas Crosby	Marquis Aurbach Coffing	Yes	3/10/2022 5:18 PM PST

Parties with No eService

Name Address

David Denton

Name Address

Sean Bollig

Fees

Consent - CONS (CIV)

Description	Amount
Filing Fee	\$0.00
Filing Total: \$0.00	

Total Filing Fee \$0.00

E-File Fee \$3.50

Envelope Total: \$3.50

Transaction Amount	\$3.50		
Transaction Id	10529925		
Filing Attorney	Kelly Stout	Order Id	009499645-0
Transaction Response	Payment Complete		

Case # A-22-848354-C - Daniel Coyne, Plaintiff(s)vs. Las Vegas Metr

Envelope Information

Envelope Id 9515872	Submitted Date 3/14/2022 5:08 PM PST	Submitted User Name awilliams@sgroandroger.com
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Case Information

Location Department 15	Category Civil	Case Type Other Civil Matters
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Case Initiation Date 2/15/2022	Case # A-22-848354-C
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Assigned to Judge Hardy, Joe
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Filings

Filing Type EFileAndServe	Filing Code Consent - CONS (CIV)
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Filing Description Consent 22.03.14

Client Reference Number 2270
--

Filing on Behalf of Daniel Coyne,David Denton,Sean Bollig

Filing Status Accepted	Accepted Date 3/14/2022 5:09 PM PST
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Accept Comments Auto Review Accepted
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Lead Document

File Name	Security	Download
22.03.14 Consent to Become PP (TBF).pdf	Public Filed Document	Original File Court Copy

Status	Name	Firm	Served	Date Opened
Sent	Anthony P Sgro	Sgro & Roger	Yes	Not Opened
Sent	E File	Sgro & Roger	Yes	3/15/2022 10:20 AM PST
Sent	Alexis Williams	Sgro & Roger	Yes	Not Opened
Sent	Kelly B. Stout	Sgro & Roger	Yes	Not Opened
Sent	Suzanne Boggs	Marquis Aurbach Coffing	Yes	3/15/2022 8:40 AM PST
Sent	Nicholas Crosby	Marquis Aurbach Coffing	Yes	Not Opened

Parties with No eService

Name Address

David Denton

Name Address

Sean Bollig

Fees

Consent - CONS (CIV)

Description	Amount
Filing Fee	\$0.00
Filing Total: \$0.00	

Total Filing Fee	\$0.00
E-File Fee	\$3.50

Envelope Total: \$3.50

Transaction Amount	\$3.50		
Transaction Id	10545450		
Filing Attorney	Kelly Stout	Order Id	009515872-0
Transaction Response	Payment Complete		

Case # A-22-848354-C - Daniel Coyne, Plaintiff(s)vs. Las Vegas Metr

Envelope Information

Envelope Id 9523776	Submitted Date 3/15/2022 4:27 PM PST	Submitted User Name awilliams@sgroandroger.com
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Case Information

Location Department 15	Category Civil	Case Type Other Civil Matters
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Case Initiation Date 2/15/2022	Case # A-22-848354-C
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Assigned to Judge Hardy, Joe
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Filings

Filing Type EFileAndServe	Filing Code Consent - CONS (CIV)
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Filing Description Consent 22.03.15

Client Reference Number 2270
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Filing on Behalf of Daniel Coyne,David Denton,Sean Bollig

Filing Status Accepted	Accepted Date 3/15/2022 4:29 PM PST
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Accept Comments Auto Review Accepted
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Lead Document

File Name	Security	Download
22.03.15 Consent to Become PP (TBF).pdf	Public Filed Document	Original File Court Copy

Status	Name	Firm	Served	Date Opened
Sent	Anthony P Sgro	Sgro & Roger	Yes	Not Opened
Sent	E File	Sgro & Roger	Yes	3/16/2022 10:05 AM PST
Sent	Alexis Williams	Sgro & Roger	Yes	Not Opened
Sent	Kelly B. Stout	Sgro & Roger	Yes	Not Opened
Sent	Suzanne Boggs	Marquis Aurbach Coffing	Yes	3/15/2022 4:32 PM PST
Sent	Nicholas Crosby	Marquis Aurbach Coffing	Yes	Not Opened

Parties with No eService

Name Address

David Denton

Name Address

Sean Bollig

Fees

Consent - CONS (CIV)

Description	Amount
Filing Fee	\$0.00
Filing Total: \$0.00	

Total Filing Fee	\$0.00
E-File Fee	\$3.50

Envelope Total: \$3.50

Transaction Amount	\$3.50		
Transaction Id	10552996		
Filing Attorney	Kelly Stout	Order Id	009523776-0
Transaction Response	Payment Complete		

Case # A-22-848354-C - Daniel Coyne, Plaintiff(s)vs. Las Vegas Metr

Envelope Information

Envelope Id 10899988	Submitted Date 11/23/2022 12:20 PM PST	Submitted User Name awilliams@sgroandroger.com
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Case Information

Location Department 15	Category Civil	Case Type Other Civil Matters
Case Initiation Date 2/15/2022	Case # A-22-848354-C	
Assigned to Judge Hardy, Joe		

Filings

Filing Type EFileAndServe	Filing Code Order of Remand from Federal Court - ORRM (CIV)
-------------------------------------	--

Filing Description
Notice of Entry of Remand Order

Client Reference Number
2535

Filing on Behalf of
Daniel Coyne,David Denton,Sean Bollig

Filing Status Accepted	Accepted Date 12/5/2022 1:02 PM PST
----------------------------------	---

Lead Document

File Name	Security	Download
[20] Ntc of Entry of Remand 11.23.22 (TBF).pdf	Public Filed Document	Original File Court Copy

eService Details

 **Support**

Firm

Served **Date Opened**

Status	Name	Firm	Served	Date Opened
Sent	Anthony P Sgro	Sgro & Roger	Yes	Not Opened
Sent	E File	Sgro & Roger	Yes	11/23/2022 12:21 PM PST
Sent	Alexis Williams	Sgro & Roger	Yes	12/8/2022 3:07 PM PST
Sent	Kelly B. Stout	Sgro & Roger	Yes	11/30/2022 9:22 AM PST
Sent	Nicholas Crosby	Marquis Aurbach Coffing	Yes	Not Opened
Error	Suzanne Boggs	Marquis Aurbach Coffing	No	Not Opened

Parties with No eService

Name Address

David Denton

Name Address

Sean Bollig

Fees

Order of Remand from Federal Court - ORRM (CIV)

Description	Amount
Filing Fee	\$0.00
Filing Total: \$0.00	

Total Filing Fee	\$0.00
E-File Fee	\$3.50

Envelope Total: \$3.50

Transaction Amount	\$3.50		
Transaction Id	11952293		
Filing Attorney	Kelly Stout	Order Id	010899988-0
Transaction Response	Payment Complete		

Case # A-22-848354-C - Daniel Coyne, Plaintiff(s)vs. Las Vegas Metr

Envelope Information

Envelope Id 11171143	Submitted Date 1/18/2023 4:54 PM PST	Submitted User Name awilliams@sgroandroger.com
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Case Information

Location Department 15	Category Civil	Case Type Other Civil Matters
----------------------------------	--------------------------	---

Case Initiation Date 2/15/2022	Case # A-22-848354-C
--	--------------------------------

Assigned to Judge Hardy, Joe
--

Filings

Filing Type EFileAndServe	Filing Code Notice of Intent to Take Default - NITD (CIV)
-------------------------------------	--

Filing Description Notice of Intent to Take Default of Las Vegas Metropolitan Police Department
--

Client Reference Number 2535
--

Filing on Behalf of Daniel Coyne,David Denton,Sean Bollig

Filing Status Accepted	Accepted Date 1/18/2023 4:56 PM PST
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Accept Comments Auto Review Accepted
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Lead Document

File Name NITD.pdf	Security Public Filed Document	Download Original File Court Copy
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 **Support**

eService Details

Status	Name	Firm	Served	Date Opened
Sent	Anthony P Sgro	Sgro & Roger	Yes	Not Opened
Sent	E File	Sgro & Roger	Yes	1/20/2023 12:57 PM PST
Sent	Alexis Williams	Sgro & Roger	Yes	Not Opened
Sent	Kelly B. Stout	Sgro & Roger	Yes	Not Opened
Sent	Nicholas Crosby	Marquis Aurbach Coffing	Yes	Not Opened
Error	Suzanne Boggs	Marquis Aurbach Coffing	No	Not Opened

Parties with No eService

Name **Address**

David Denton

Name **Address**

Sean Bollig

Fees

Notice of Intent to Take Default - NITD (CIV)

Description	Amount
Filing Fee	\$0.00
Filing Total: \$0.00	

Total Filing Fee	\$0.00
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E-File Fee	\$3.50
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Envelope Total: \$3.50

Transaction Amount \$3.50

Transaction Id 12176422

Filing Attorney Kelly Stout **Order Id** 011171143-0

Transaction Response Payment Complete

Case # A-22-848354-C - Daniel Coyne, Plaintiff(s)vs. Las Vegas Metr

Envelope Information

Envelope Id 11265440	Submitted Date 2/3/2023 5:17 PM PST	Submitted User Name drapp@sgroandroger.com-inactive
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Case Information

Location Department 15	Category Civil	Case Type Other Civil Matters
----------------------------------	--------------------------	---

Case Initiation Date 2/15/2022	Case # A-22-848354-C
--	--------------------------------

Assigned to Judge Hardy, Joe
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Filings

Filing Type EFileAndServe	Filing Code Notice of Withdrawal of Attorney - NTWA (CIV)
-------------------------------------	--

Filing Description Notice of Disassociation of Counsel
--

Client Reference Number 2535
--

Courtesy Copies efile@sgroandroger.com
--

Filing on Behalf of Daniel Coyne,David Denton,Sean Bollig

Filing Status Accepted	Accepted Date 2/3/2023 5:18 PM PST
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Accept Comments Auto Review Accepted
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Lead Document

File Name if	Security Public Filed Document	Download Original File Court Copy
 Support		

eService Details

Status	Name	Firm	Served	Date Opened
Sent	Anthony P Sgro	Sgro & Roger	Yes	Not Opened
Sent	E File	Sgro & Roger	Yes	2/6/2023 4:14 PM PST
Sent	Alexis Williams	Sgro & Roger	Yes	Not Opened
Sent	Kelly B. Stout	Sgro & Roger	Yes	Not Opened
Sent	Nicholas Crosby	Marquis Aurbach Coffing	Yes	Not Opened
Sent	Sherri Mong	Marquis Aurbach Coffing	Yes	2/6/2023 8:40 AM PST
Sent	Kellie Piet	Marquis Aurbach Coffing	Yes	Not Opened
Sent	Jordan Montet	Marquis Aurbach Coffing	Yes	2/6/2023 9:02 AM PST

Parties with No eService

Name Address

David Denton

Name Address

Sean Bollig

Fees

Notice of Withdrawal of Attorney - NTWA (CIV)

Description	Amount
Filing Fee	\$0.00
Filing Total: \$0.00	

Total Filing Fee	\$0.00
E-File Fee	\$3.50
Envelope Total: \$3.50	

Transaction Amount	\$3.50		
Transaction Id	12269365		
Filing Attorney	Jennifer Arledge	Order Id	011265440-0
Transaction Response	Payment Complete		

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Version: 2022.1.8.10545

Case # A-22-848354-C - Daniel Coyne, Plaintiff(s)vs. Las Vegas Metr

Envelope Information

Envelope Id 11597109	Submitted Date 4/5/2023 10:20 AM PST	Submitted User Name drapp@sgroandroger.com-inactive
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Case Information

Location Department 15	Category Civil	Case Type Other Civil Matters
----------------------------------	--------------------------	---

Case Initiation Date 2/15/2022	Case # A-22-848354-C
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Assigned to Judge Hardy, Joe
--

Filings

Filing Type Serve	Filing Code Service Only
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Filing Description Notice of Early Case Conference
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Client Reference Number 2535
--

Filing on Behalf of Daniel Coyne,David Denton,Sean Bollig

Filing Status Served

Service Document

File Name	Security	Download
Coyne - NECC.pdf		Original File Court Copy

eService Details

 Support	Firm	Served	Date Opened
Anthony P Sgro	Sgro & Roger	Yes	Not Opened

Status	Name	Firm	Served	Date Opened
Sent	E File	Sgro & Roger	Yes	4/5/2023 1:54 PM PST
Sent	Alanna C Bondy	Sgro & Roger	Yes	Not Opened
Sent	Alexis Williams	Sgro & Roger	Yes	4/5/2023 10:26 AM PST
Sent	Kellie Piet	Marquis Aurbach Coffing	Yes	Not Opened
Sent	Jordan Montet	Marquis Aurbach Coffing	Yes	4/7/2023 1:13 PM PST
Sent	Nicholas Crosby	Marquis Aurbach Coffing	Yes	Not Opened
Sent	Sherri Mong	Marquis Aurbach Coffing	Yes	4/5/2023 10:22 AM PST

Parties with No eService

Name **Address**

David Denton

Name **Address**

Sean Bollig

Fees

Service Only

Description	Amount
Filing Fee	\$0.00
Filing Total: \$0.00	

Total Filing Fee	\$0.00
Envelope Total: \$0.00	

Filing Attorney Alanna Bondy

Case # A-22-848354-C - Daniel Coyne, Plaintiff(s)vs. Las Vegas Metr

Envelope Information

Envelope Id 12330366	Submitted Date 8/17/2023 11:44 AM PST	Submitted User Name legalassistant.three@sgroandroger.com
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Case Information

Location Department 15	Category Civil	Case Type Other Civil Matters
----------------------------------	--------------------------	---

Case Initiation Date 2/15/2022	Case # A-22-848354-C
--	--------------------------------

Assigned to Judge Hardy, Joe
--

Filings

Filing Type EFileAndServe	Filing Code Notice of Change of Address - NCOA (CIV)
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Filing Description Notice of Address Change

Filing Status Accepted	Accepted Date 8/17/2023 11:46 AM PST
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Accept Comments Auto Review Accepted
--

Lead Document

File Name	Security	Download
2023.08.17 - NCOA.pdf	Public Filed Document	Original File Court Copy

eService Details

Status	Name	Firm	Served	Date Opened
 Support	v P Sgro	Sgro & Roger	Yes	Not Opened
 Served	 Email	Sgro & Roger	Yes	8/18/2023 11:51 AM PST

Status	Name	Firm	Served	Date Opened
Sent	Alanna C Bondy	Sgro & Roger	Yes	Not Opened
Sent	Alexis Williams	Sgro & Roger	Yes	Not Opened
Sent	Nicholas Crosby	Marquis Aurbach Coffing	Yes	Not Opened
Sent	Sherri Mong	Marquis Aurbach Coffing	Yes	8/17/2023 11:45 AM PST
Sent	Kellie Piet	Marquis Aurbach Coffing	Yes	Not Opened
Sent	Jordan Montet	Marquis Aurbach Coffing	Yes	Not Opened

Parties with No eService

Name Address

David Denton

Name Address

Sean Bollig

Fees

Notice of Change of Address - NCOA (CIV)

Description	Amount
Filing Fee	\$0.00
Filing Total: \$0.00	

Total Filing Fee \$0.00

E-File Fee \$3.50

Envelope Total: \$3.50

Transaction Amount	\$3.50		
Transaction Id	13311047		
Filing Attorney	Alanna Bondy	Order Id	012330366-1
Transaction Response	Payment Complete		

Case # A-22-848354-C - Daniel Coyne, Plaintiff(s)vs. Las Vegas Metr

Envelope Information

Envelope Id
12419813

Submitted Date
9/4/2023 7:20 PM PST

Submitted User Name
abondy@sgroandroger.com

Case Information

Location
Department 15

Category
Civil

Case Type
Other Civil Matters

Case Initiation Date
2/15/2022

Case #
A-22-848354-C

Assigned to Judge
Hardy, Joe

Filings

Filing Type
EFileAndServe

Filing Code
Status Report - SR (CIV)

Filing Description
JOINT STATUS REPORT & REQUEST
TO VACATE HEARING

Client Reference Number
2535

Filing on Behalf of
Daniel Coyne,David Denton,Sean Bollig

Filing Status
Accepted

Accepted Date
9/4/2023 7:22 PM PST

Accept Comments
Auto Review Accepted

Lead Document

File Name	Security	Download
2023.09.01 Joint Status Report .pdf	Public Filed Document	Original File Court Copy

 **Support**

Status	Name	Firm	Served	Date Opened
Sent	Anthony P Sgro	Sgro & Roger	Yes	Not Opened
Sent	E File	Sgro & Roger	Yes	9/5/2023 8:10 AM PST
Sent	Alanna C Bondy	Sgro & Roger	Yes	Not Opened
Sent	Alexis Williams	Sgro & Roger	Yes	Not Opened
Sent	Kellie Piet	Marquis Aurbach Coffing	Yes	Not Opened
Sent	Jordan Montet	Marquis Aurbach Coffing	Yes	Not Opened
Sent	Nicholas Crosby	Marquis Aurbach Coffing	Yes	Not Opened
Sent	Sherri Mong	Marquis Aurbach Coffing	Yes	9/5/2023 9:32 AM PST

Parties with No eService

Name **Address**
 David Denton

Name **Address**
 Sean Bollig

Fees

Status Report - SR (CIV)

Description	Amount
Filing Fee	\$0.00
Filing Total: \$0.00	

Total Filing Fee	\$0.00
E-File Fee	\$3.50
Envelope Total: \$3.50	

Transaction Amount	\$3.50
Transaction Id	13397664
Filing Attorney	Alanna Bondy
Transaction Response	Payment Complete
Order Id	012419813-0

Case # A-22-848354-C - Daniel Coyne, Plaintiff(s)vs. Las Vegas Metr

Envelope Information

Envelope Id 12590664	Submitted Date 10/4/2023 6:00 PM PST	Submitted User Name awilliams@sgroandroger.com
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Case Information

Location Department 15	Category Civil	Case Type Other Civil Matters
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Case Initiation Date 2/15/2022	Case # A-22-848354-C
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Assigned to Judge Hardy, Joe
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Filings

Filing Type EFileAndServe	Filing Code Joint Case Conference Report - JCCR (CIV)
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Filing Description Joint Case Conference Report

Filing on Behalf of Daniel Coyne,David Denton,Sean Bollig

Filing Status Accepted	Accepted Date 10/4/2023 6:02 PM PST
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Accept Comments Auto Review Accepted
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Lead Document

File Name 2023.10.03 JCCR- Coyne et al v LVMPD .pdf	Security Public Filed Document	Download Original File Court Copy
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eService Details

 Support	Firm	Served	Date Opened
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Status	Name	Firm	Served	Date Opened
Sent	Anthony P Sgro	Sgro & Roger	Yes	Not Opened
Sent	E File	Sgro & Roger	Yes	10/5/2023 8:44 AM PST
Sent	Alanna C Bondy	Sgro & Roger	Yes	10/5/2023 9:49 AM PST
Sent	Alexis Williams	Sgro & Roger	Yes	Not Opened
Sent	Kellie Piet	Marquis Aurbach Coffing	Yes	Not Opened
Sent	Jordan Montet	Marquis Aurbach Coffing	Yes	Not Opened
Sent	Nicholas Crosby	Marquis Aurbach Coffing	Yes	Not Opened
Sent	Sherri Mong	Marquis Aurbach Coffing	Yes	10/5/2023 8:52 AM PST

Parties with No eService

Name **Address**
 David Denton

Name **Address**
 Sean Bollig

Fees

Joint Case Conference Report - JCCR (CIV)

Description	Amount
Filing Fee	\$0.00
Filing Total: \$0.00	

Total Filing Fee	\$0.00
E-File Fee	\$3.50
Envelope Total: \$3.50	

Transaction Amount	\$3.50
Transaction Id	13568088
Filing Attorney	Alanna Bondy
Transaction Response	Payment Complete
Order Id	012590664-0

Case # A-22-848354-C - Daniel Coyne, Plaintiff(s)vs. Las Vegas Metr

Envelope Information

Envelope Id 13998276	Submitted Date 6/27/2024 5:16 PM PST	Submitted User Name awilliams@sgroandroger.com
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Case Information

Location Department 15	Category Civil	Case Type Other Civil Matters
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Case Initiation Date 2/15/2022	Case # A-22-848354-C
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Assigned to Judge Hardy, Joe
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Filings

Filing Type EFileAndServe	Filing Code First Amended Complaint - FAC (CIV)
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Filing Description First Amended Complaint
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Filing on Behalf of Daniel Coyne,David Denton,Sean Bollig

Filing Status Accepted	Accepted Date 6/27/2024 5:18 PM PST
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Accept Comments Auto Review Accepted
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Lead Document

File Name Coyne Amnd. Complaint.pdf	Security	Download Original File Court Copy
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eService Details

 Support John A. Liebman

Firm	Served	Date Opened
Bailey Kennedy, LLP	Yes	Not Opened

Status	Name	Firm	Served	Date Opened
Sent	Paul C. Williams	Bailey Kennedy, LLP	Yes	Not Opened
Sent	Dennis L. Kennedy	Bailey Kennedy, LLP	Yes	Not Opened
Sent	Bailey Kennedy, LLP	Bailey Kennedy, LLP	Yes	6/28/2024 8:21 AM PST
Sent	Anthony P Sgro	Sgro & Roger	Yes	Not Opened
Sent	E File	Sgro & Roger	Yes	6/28/2024 11:36 AM PST
Sent	Alanna C Bondy	Sgro & Roger	Yes	6/27/2024 5:25 PM PST
Sent	Alexis Williams	Sgro & Roger	Yes	Not Opened
Sent	Jarod B. Penniman	Bailey Kennedy, LLP	Yes	Not Opened
Sent	James Whitmire		Yes	7/25/2024 4:06 PM PST
Sent	Nicholas Crosby	Marquis Aurbach Coffing	Yes	Not Opened
Sent	Sherri Mong	Marquis Aurbach Coffing	Yes	6/28/2024 8:31 AM PST
Sent	Kellie Piet	Marquis Aurbach Coffing	Yes	Not Opened
Sent	Jordan Montet	Marquis Aurbach Coffing	Yes	Not Opened

Parties with No eService

Name **Address**

David Denton

Name **Address**

Sean Bollig

Fees

First Amended Complaint - FAC (CIV)

Description	Amount
Filing Fee	\$0.00
Filing Total: \$0.00	

Total Filing Fee	\$0.00
E-File Fee	\$3.50
Envelope Total: \$3.50	

Transaction Amount \$3.50

Transaction Id	14960910
Filing Attorney	Alanna Bondy
Transaction Response	Payment Complete
Order Id	013998276-0

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Version: 2022.1.8.10545

Case # A-22-848354-C - Daniel Coyne, Plaintiff(s)vs. Las Vegas Metr

Envelope Information

Envelope Id 14001631	Submitted Date 6/28/2024 11:58 AM PST	Submitted User Name awilliams@sgroandroger.com
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Case Information

Location Department 15	Category Civil	Case Type Other Civil Matters
----------------------------------	--------------------------	---

Case Initiation Date 2/15/2022	Case # A-22-848354-C
--	--------------------------------

Assigned to Judge Hardy, Joe
--

Filings

Filing Type EFileAndServe	Filing Code Notice of Entry - NEO (CIV)
-------------------------------------	---

Filing Description NOTICE OF ENTRY OF ORDER GRANTING LEAVE TO FILE FIRST AMENDED COMPLAINT AND TO EXTEND BRIEFING SCHEDULE REGARDING MOTION FOR CLASS CERTIFICATION
--

Filing on Behalf of Daniel Coyne
--

Filing Status Accepted	Accepted Date 6/28/2024 12:01 PM PST
----------------------------------	--

Accept Comments Auto Review Accepted
--

Lead Document

File Name 2024.06.28 NEO GRNT Order to File amnd Comm.pdf	Security Public Filed Document	Download Original File Court Copy
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 **Support**

eService Details

Status	Name	Firm	Served	Date Opened
Sent	Jarod B. Penniman	Bailey Kennedy, LLP	Yes	Not Opened
Sent	Joseph A. Liebman	Bailey Kennedy, LLP	Yes	Not Opened
Sent	Paul C. Williams	Bailey Kennedy, LLP	Yes	6/28/2024 12:46 PM PST
Sent	Dennis L. Kennedy	Bailey Kennedy, LLP	Yes	Not Opened
Sent	Bailey Kennedy, LLP	Bailey Kennedy, LLP	Yes	6/28/2024 1:12 PM PST
Sent	Anthony P Sgro	Sgro & Roger	Yes	Not Opened
Sent	E File	Sgro & Roger	Yes	6/28/2024 12:06 PM PST
Sent	Alanna C Bondy	Sgro & Roger	Yes	Not Opened
Sent	Alexis Williams	Sgro & Roger	Yes	Not Opened
Sent	Kellie Piet	Marquis Aurbach Coffing	Yes	Not Opened
Sent	Jordan Montet	Marquis Aurbach Coffing	Yes	Not Opened
Sent	James Whitmire		Yes	Not Opened
Sent	Nicholas Crosby	Marquis Aurbach Coffing	Yes	Not Opened
Sent	Sherri Mong	Marquis Aurbach Coffing	Yes	6/28/2024 1:19 PM PST

Parties with No eService

Name **Address**
 David Denton

Name **Address**
 Sean Bollig

Fees

Notice of Entry - NEO (CIV)

Description	Amount
Filing Fee	\$0.00
	Filing Total: \$0.00

Total Filing Fee	\$0.00
------------------	--------

E-File Fee	\$3.50
------------	--------

Envelope Total: \$3.50

Transaction Amount

\$3.50

Transaction Id

14964409

Filing Attorney

Alanna Bondy

Order Id

014001631-0

Transaction Response

Payment Complete

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Version: 2022.1.8.10545

EXHIBIT “2”

EXHIBIT “2”



BRG INVOICE

John Bailey
Bailey Kennedy, LLP
8984 Spanish Ridge Avenue
Las Vegas, NV 89148

November 18, 2024
Client-Project: 030548-054410
Invoice #: 10007886
Tax ID: 27-1451273

Via Email: JBailey@BaileyKennedy.com

RE: Daniel Coyne, et al. v. Las Vegas Metropolitan Police Department

Services Rendered Through October 31, 2024

Professional Services	\$ 1,646.00	USD
Expenses Incurred	82.30	
CURRENT CHARGES	\$ 1,728.30	USD

PAYMENT IS DUE BY December 18, 2024

Please direct questions regarding this invoice to: Carole M. Amidon at camidon@thinkbrg.com.

Please remit wire/ACH payment to:

Bank Name: PNC BANK, N.A.
SWIFT: PNCCUS33
ABA #: 031207607
Account Name: BERKELEY RESEARCH GROUP, LLC
Account #: 8026286672
Reference: 10007886

Please remit check payment to:

BERKELEY RESEARCH GROUP, LLC
PO BOX 676158
DALLAS, TX 75267-6158

Please remit express/overnight payment to:
PNC BANK C/O BERKELEY RESEARCH GROUP, LLC
LOCKBOX NUMBER 676158
1200 E CAMPBELL RD, STE 108
RICHARDSON, TX 75081

Please send remittance advice details to:

remitadvice@thinkbrg.com

cc:

Alanna Bondy

Via Email: abondy@sgroandroger.com



INVOICE

To: John Bailey
c/o: Bailey Kennedy, LLP
RE: Daniel Coyne, et al. v. Las Vegas Metropolitan Police Department

Page 2 of 3
Invoice # 10007886
Client-Project: 030548-054410

Services Rendered Through October 31, 2024

PROFESSIONAL SERVICES

	<u>Rate</u>	<u>Hours</u>	<u>Amount</u>
Director			
Carole M. Amidon	570.00	2.80	1,596.00
Case Assistant			
Elizabeth L. Thies	250.00	0.20	50.00
Total Professional Services		<hr/> 3.00	<hr/> 1,646.00

EXPENSES

Internal Expenses: Data, IT Services, Telecom, Supplies, Copies	<hr/> 82.30
Total Expenses	<hr/> 82.30



To: John Bailey
c/o: Bailey Kennedy, LLP
RE: Daniel Coyne, et al. v. Las Vegas Metropolitan Police Department

Page 3 of 3

Invoice # 10007886

Client-Project: 030548-054410

Services Rendered Through October 31, 2024

DETAIL OF PROFESSIONAL SERVICES

<u>Date</u>	<u>Name</u>	<u>Description</u>	<u>Hours</u>
10/14/24	Carole M. Amidon	Review documents. Conference call with counsel.	2.50
10/14/24	Elizabeth L. Thies	Prepare index of materials received.	0.20
10/15/24	Carole M. Amidon	Conference call with counsel.	0.30
<hr/>			3.00
Professional Services			



INVOICE

John Bailey
Bailey Kennedy, LLP
8984 Spanish Ridge Avenue
Las Vegas, NV 89148

December 12, 2024
Client-Project: 030548-054410
Invoice #: 10009637
Tax ID: 27-145273

Via Email: JBAiley@BaileyKennedy.com

RE: Daniel Coyne, et al. v. Las Vegas Metropolitan Police Department

Services Rendered Through November 30, 2024

Professional Services	\$ 9,006.00	USD
Expenses Incurred	450.30	
CURRENT CHARGES	\$ 9,456.30	USD

PAYMENT IS DUE BY January 11, 2025

Please direct questions regarding this invoice to: Carole M. Amidon at camidon@thinkbrg.com.

Please remit wire/ACH payment to:

Bank Name: PNC BANK, N.A.
SWIFT: PNCCUS33
ABA #: 031207607
Account Name: BERKELEY RESEARCH GROUP, LLC
Account #: 8026286672
Reference: 10009637

Please remit check payment to:

BERKELEY RESEARCH GROUP, LLC
PO BOX 676158
DALLAS, TX 75267-6158

Please remit express/overnight payment to:

PNC BANK C/O BERKELEY RESEARCH GROUP, LLC
LOCKBOX NUMBER 676158
1200 E CAMPBELL RD, STE 108
RICHARDSON, TX 75081

Please send remittance advice details to:
remitadvice@thinkbrg.com

cc:

Alanna Bondy

Via Email: abondy@sgroandroger.com



INVOICE

To: John Bailey
c/o: Bailey Kennedy, LLP
RE: Daniel Coyne, et al. v. Las Vegas Metropolitan Police Department

Page 2 of 3
Invoice # 10009637
Client-Project: 030548-054410

Services Rendered Through November 30, 2024

PROFESSIONAL SERVICES

	<u>Rate</u>	<u>Hours</u>	<u>Amount</u>
Director			
Carole M. Amidon	570.00	13.30	7,581.00
Managing Consultant			
Noel M. Williams	425.00	2.00	850.00
Case Assistant			
Elizabeth L. Thies	250.00	2.30	575.00
Total Professional Services		17.60	9,006.00

EXPENSES

Internal Expenses: Data, IT Services, Telecom, Supplies, Copies	450.30
Total Expenses	450.30



INVOICE

To: John Bailey
c/o: Bailey Kennedy, LLP
RE: Daniel Coyne, et al. v. Las Vegas Metropolitan Police Department

Page 3 of 3
Invoice # 10009637
Client-Project: 030548-054410

Services Rendered Through November 30, 2024

DETAIL OF PROFESSIONAL SERVICES

<u>Date</u>	<u>Name</u>	<u>Description</u>	<u>Hours</u>
11/05/24	Elizabeth L. Thies	Update index of materials received.	0.40
11/06/24	Carole M. Amidon	Review case information and documents.	2.60
11/14/24	Elizabeth L. Thies	Update index of materials received.	0.10
11/15/24	Noel M. Williams	Research OES data.	2.00
11/18/24	Carole M. Amidon	Review case information and data.	4.20
11/19/24	Carole M. Amidon	Review case information and data.	2.10
11/19/24	Elizabeth L. Thies	Review event shifts spreadsheet.	1.70
11/20/24	Carole M. Amidon	Review case information. Prepare requested information.	2.10
11/20/24	Elizabeth L. Thies	Update index of materials received.	0.10
11/26/24	Carole M. Amidon	Review case information and data. Prepare requested information.	2.30
Professional Services			<u>17.60</u>

John Bailey
Bailey Kennedy, LLP
8984 Spanish Ridge Avenue
Las Vegas, NV 89148

January 15, 2025
Client-Project: 030548-054410
Invoice #: 10011622
Tax ID: 27-1451273

Via Email: JBAiley@BaileyKennedy.com

RE: Daniel Coyne, et al. v. Las Vegas Metropolitan Police Department

Services Rendered Through December 31, 2024

Professional Services	\$ 9,142.50	USD
Expenses Incurred	457.13	
CURRENT CHARGES	<hr/> \$ 9,599.63	USD

PAYMENT IS DUE BY February 14, 2025

Please direct questions regarding this invoice to: Carole M. Amidon at camidon@thinkbrg.com.

Please remit wire/ACH payment to:

Bank Name: PNC BANK, N.A.
SWIFT: PNCCUS33
ABA #: 031207607
Account Name: BERKELEY RESEARCH GROUP, LLC
Account #: 8026286672
Reference: 10011622

Please send remittance advice details to:
remitadvice@thinkbrg.com

Please remit check payment to:

BERKELEY RESEARCH GROUP, LLC
PO BOX 676158
DALLAS, TX 75267-6158

Please remit express/overnight payment to:
PNC BANK C/O BERKELEY RESEARCH GROUP, LLC
LOCKBOX NUMBER 676158
1200 E CAMPBELL RD, STE 108
RICHARDSON, TX 75081

cc:

Alanna Bondy

Via Email: abondy@sgroandroger.com

To: John Bailey
c/o: Bailey Kennedy, LLP
RE: Daniel Coyne, et al. v. Las Vegas Metropolitan Police Department

Page 2 of 3
Invoice # 10011622
Client-Project: 030548-054410

Services Rendered Through December 31, 2024

PROFESSIONAL SERVICES

	<u>Rate</u>	<u>Hours</u>	<u>Amount</u>
Director			
Carole M. Amidon	570.00	12.20	6,954.00
Managing Consultant			
Jennifer Lambdin	445.00	4.30	1,913.50
Case Assistant			
Elizabeth L. Thies	250.00	1.10	275.00
Total Professional Services		17.60	9,142.50

EXPENSES

Internal Expenses: Data, IT Services, Telecom, Supplies, Copies	457.13
Total Expenses	457.13



INVOICE

To: John Bailey
c/o: Bailey Kennedy, LLP
RE: Daniel Coyne, et al. v. Las Vegas Metropolitan Police Department

Page 3 of 3
Invoice # 10011622
Client-Project: 030548-054410

Services Rendered Through December 31, 2024

DETAIL OF PROFESSIONAL SERVICES

<u>Date</u>	<u>Name</u>	<u>Description</u>	<u>Hours</u>
12/02/24	Carole M. Amidon	Prepare estimates.	4.20
12/02/24	Elizabeth L. Thies	Review summary. Update index of materials received.	0.50
12/03/24	Carole M. Amidon	Prepare estimates.	5.30
12/03/24	Jennifer Lambdin	Reviewing programming coding and logic.	2.20
12/03/24	Elizabeth L. Thies	Update index of materials sent and received.	0.10
12/04/24	Carole M. Amidon	Prepare estimates.	2.70
12/04/24	Jennifer Lambdin	Reviewing programming coding and logic.	2.10
12/04/24	Elizabeth L. Thies	Review summary. Update index of materials sent.	0.50
Professional Services			17.60

EXHIBIT “3”

EXHIBIT “3”



American Legal Investigation Services Nevada, Inc

PI-PS 1452

P.O. BOX 841441

Dallas, TX 75284-1441

TAX ID# 26-1476985

SGRO Roger Attorneys at Law
Attn: Karla Llamas
720 S. 7th Street 3rd Floor
Las Vegas, NV 89101

INVOICE

Invoice No.	Customer No.
37042484	37353
Invoice Date	Total Due
2/28/22	76.48

BILLING/PAYMENT QUESTIONS
CLIENT CARE (877)350-8698

Date	Ordr No.	Svc	Service Detail					Charges	Total
			Customer No.	Invoice No.	Period Ending	Amount Due	Pg		
2/18/22	55187657	3DP	SGRO & ROGER 720 S. 7th Street, 3rd Floor LAS VEGAS NV 89101 Caller: Alexis Williams A-22-848354-C Daniel Coyne, et al. v. LAS VEGAS METROPOLITAN POL Summons and Complaint Serve Signed: Teresa Walter. Law Enf	37353	37042484	2/28/22	76.48	1	76.48
PROCESS-3 DAYS			LAS VEGAS METROPOLITAN POLICE Depar 400 S Martin L King LAS VEGAS NV 89106 Base Chg : 57.50 PDF/Ship : 11.50 Fuel Chg : 7.48						

INVOICE PAYMENT DUE UPON RECEIPT

EXHIBIT “4”

EXHIBIT “4”



INVOICE

Bill To:

Alanna C. Bondy, Esq.
Sgro & Roger
2901 El Camino Ave. Suite 204
Las Vegas, NV 89102

Invoice #: 24666
Invoice Date: 10/14/2024
Due Date: 11/21/2024
ARM Tax ID: 47-5337146

*Case Name: Coyne, et al. vs. Las Vegas Metropolitan Police Department
ARM Case #: 2024-823725665*

Administrative Fee	\$	875.00
Full-Day Mediation(Class Action)	\$	6,250.00
Invoice Total:	\$	7,125.00

LAST DAY TO CANCEL/CONTINUE: 11/21/2024

Please remit payment to our office no later than close of business by the above date. **Failure to pay by the due date may result in the cancellation of your matter.** ARM will notify the parties in writing if such action has been taken. Please note that counsel, not the represented party, has contracted for the neutral's services. Accordingly, counsel will be held responsible for payment of all charges associated with this matter. If you are not represented by counsel, you are still agreeing to this contract for the neutral's services. Should the case take less than the reserved time to be completed, there will be no refunds. The hourly/daily rates associated with your matter vary from neutral to neutral. Our neutrals are independent contractors who set their own rates. Ask your case manager for a copy of your neutral's Fee Schedule. Additional time will be billed at \$1250 p/h.

ARM's Cancellation/Rescheduling Policy: you **must** give **written notice** to our office per the timeframes below if you need to cancel/reschedule your matter. The cancelling/continuing party will be liable for the neutral's allocated time, unless otherwise agreed upon. To avoid additional fees, please cancel/continue by the date above.

Half-day case:	14 days' notice	Full-day case:	21 days' notice
Multi-party case:	30 days' notice	Multi-day case:	45 days' notice

To avoid additional fees, please cancel/continue by the date above.



INVOICE

Bill To:

Alanna C. Bondy, Esq.
Sgro & Roger
2901 El Camino Ave. Suite 204
Las Vegas, NV 89102

Invoice #: 25318
Invoice Date: 12/13/2024
Due Date: 1/2/2025
ARM Tax ID: 47-5337146

Case Name: Coyne, et al. vs. Las Vegas Metropolitan Police Department
ARM Case #: 2024-823725665

Administrative Fee	\$	875.00
Full-Day Mediation Session 2(Class Action)	\$	6,250.00
Invoice Total:	\$	7,125.00

LAST DAY TO CANCEL/CONTINUE: 1/2/2025

Please remit payment to our office no later than close of business by the above date. **Failure to pay by the due date may result in the cancellation of your matter.** ARM will notify the parties in writing if such action has been taken. Please note that counsel, not the represented party, has contracted for the neutral's services. Accordingly, counsel will be held responsible for payment of all charges associated with this matter. If you are not represented by counsel, you are still agreeing to this contract for the neutral's services. Should the case take less than the reserved time to be completed, there will be no refunds. The hourly/daily rates associated with your matter vary from neutral to neutral. Our neutrals are independent contractors who set their own rates. Ask your case manager for a copy of your neutral's Fee Schedule. Additional time will be billed at \$ p/h.

ARM's Cancellation/Rescheduling Policy: you **must** give **written notice** to our office per the timeframes below if you need to cancel/reschedule your matter. The cancelling/continuing party will be liable for the neutral's allocated time, unless otherwise agreed upon. To avoid additional fees, please cancel/continue by the date above.

Half-day case:	14 days' notice	Full-day case:	21 days' notice
Multi-party case:	30 days' notice	Multi-day case:	45 days' notice

To avoid additional fees, please cancel/continue by the date above.

*This invoice represents your share of the fees.
Please make checks out to Advanced Resolution Management.*



INVOICE

Bill To:

Alanna C. Bondy, Esq.
Sgro & Roger
2901 El Camino Ave. Suite 204
Las Vegas, NV 89102

Invoice #: 25699
Invoice Date: 1/24/2025
Due Date: 2/7/2025
ARM Tax ID: 47-5337146

*Case Name: Coyne, et al. vs. Las Vegas Metropolitan Police Department
ARM Case #: 2024-823725665*

Supplemental Bill (Mediation Time Past Reserved Hours)	\$	1,875.00
Invoice Total:	\$	1,875.00

This Invoice is a supplemental bill from the recent mediation session on January 22nd. The billing reflected is for the additional hours the mediator dedicated to assist both parties beyond the originally designated time for a full-day matter.

Please remit payment to our office no later than close of business by the above date. **Failure to pay by the due date may result in the cancellation of your matter.** ARM will notify the parties in writing if such action has been taken. Please note that counsel, not the represented party, has contracted for the neutral's services. Accordingly, counsel will be held responsible for payment of all charges associated with this matter. If you are not represented by counsel, you are still agreeing to this contract for the neutral's services. Should the case take less than the reserved time to be completed, there will be no refunds. The hourly/daily rates associated with your matter vary from neutral to neutral. Our neutrals are independent contractors who set their own rates. Ask your case manager for a copy of your neutral's Fee Schedule. Additional time will be billed at \$ p/h.

ARM's Cancellation/Rescheduling Policy: you **must** give **written notice** to our office per the timeframes below if you need to cancel/reschedule your matter. The cancelling/continuing party will be liable for the neutral's allocated time, unless otherwise agreed upon. To avoid additional fees, please cancel/continue by the date above.

Half-day case:	14 days' notice	Full-day case:	21 days' notice
Multi-party case:	30 days' notice	Multi-day case:	45 days' notice

To avoid additional fees, please cancel/continue by the date above.



INVOICE

Bill To:

Nick D. Crosby, Esq.
Marquis Aurbach Chtd.
10001 W Park Run Dr
Las Vegas, NV 89145

Invoice #: 26139
Invoice Date: 2/26/2025
Due Date: 2/28/2025
ARM Tax ID: 47-5337146

*Case Name: Coyne, et al. vs. Las Vegas Metropolitan Police Department
ARM Case #: 2024-823725665*

Administrative Fee	\$	1,000.00
Class Action	\$	3,125.00
	Invoice Total:	\$ 4,125.00

Please remit payment to our office no later than close of business by the above date. **Failure to pay by the due date may result in the cancellation of your matter.** ARM will notify the parties in writing if such action has been taken. Please note that counsel, not the represented party, has contracted for the neutral's services. Accordingly, counsel will be held responsible for payment of all charges associated with this matter. If you are not represented by counsel, you are still agreeing to this contract for the neutral's services. Should the case take less than the reserved time to be completed, there will be no refunds. The hourly/daily rates associated with your matter vary from neutral to neutral. Our neutrals are independent contractors who set their own rates. Ask your case manager for a copy of your neutral's Fee Schedule. Additional time will be billed at \$ p/h.

ARM's Cancellation/Rescheduling Policy: you **must** give **written notice** to our office per the timeframes below if you need to cancel/reschedule your matter. The cancelling/continuing party will be liable for the neutral's allocated time, unless otherwise agreed upon. To avoid additional fees, please cancel/continue by the date above.

Half-day case:	14 days' notice	Full-day case:	21 days' notice
Multi-party case:	30 days' notice	Multi-day case:	45 days' notice

To avoid additional fees, please cancel/continue by the date above.



INVOICE

Bill To:

Alanna C. Bondy, Esq.
Sgro & Roger
2901 El Camino Ave. Suite 204
Las Vegas, NV 89102

Invoice #: 26559
Invoice Date: 3/24/2025
Due Date: 3/31/2025
ARM Tax ID: 47-5337146

*Case Name: Coyne, et al. vs. Las Vegas Metropolitan Police Department
ARM Case #: 2024-823725665*

Supplemental Billing	\$	1,250.00
Invoice Total:	\$	1,250.00

Supplemental Billing Invoice: The total number of hours completed by Judge Glass (Ret.) exceeded the time previously billed. Each Party is to be billed for one additional hour of time.

Please remit payment to our office no later than close of business by the above date. **Failure to pay by the due date may result in the cancellation of your matter.** ARM will notify the parties in writing if such action has been taken. Please note that counsel, not the represented party, has contracted for the neutral's services. Accordingly, counsel will be held responsible for payment of all charges associated with this matter. If you are not represented by counsel, you are still agreeing to this contract for the neutral's services. Should the case take less than the reserved time to be completed, there will be no refunds. The hourly/daily rates associated with your matter vary from neutral to neutral. Our neutrals are independent contractors who set their own rates. Ask your case manager for a copy of your neutral's Fee Schedule. Additional time will be billed at \$1250 p/h.

ARM's Cancellation/Rescheduling Policy: you **must** give **written notice** to our office per the timeframes below if you need to cancel/reschedule your matter. The cancelling/continuing party will be liable for the neutral's allocated time, unless otherwise agreed upon. To avoid additional fees, please cancel/continue by the date above.

Half-day case:	14 days' notice	Full-day case:	21 days' notice
Multi-party case:	30 days' notice	Multi-day case:	45 days' notice

To avoid additional fees, please cancel/continue by the date above.

1 ANTHONY P. SGRO
2 Nevada Bar No. 3811
3 ALANNA C. BONDY
4 Nevada Bar No. 14830
5 **SGRO & ROGER**
6 2901 El Camino Avenue, Suite 204
7 Las Vegas, Nevada 89102
8 Telephone: 702.384.9800
9 Facsimile: 702.665.4120
10 TSgro@SgroandRoger.com
11 ABondy@SgroandRoger.com

12
13 JOHN R. BAILEY
14 Nevada Bar No. 0137
15 DENNIS L. KENNEDY
16 Nevada Bar No. 1462
17 JOSEPH A. LIEBMAN
18 Nevada Bar No. 10125
19 PAUL C. WILLIAMS
20 Nevada Bar No. 12524
21 JAROD B. PENNIMAN
22 Nevada Bar No. 16299
23 **BAILEY♦KENNEDY**
24 8984 Spanish Ridge Avenue
25 Las Vegas, Nevada 89148-1302
26 Telephone: 702.562.8820
27 Facsimile: 702.562.8821
28 JBAiley@BaileyKennedy.com
DKennedy@BaileyKennedy.com
JLiebman@BaileyKennedy.com
PWilliams@BaileyKennedy.com
JPenniman@BaileyKennedy.com

19 *Attorneys for Plaintiffs*

20
21 UNITED STATES DISTRICT COURT
22 DISTRICT OF NEVADA

23 DANIEL COYNE, individually and on behalf of
24 those similarly situated; DAVID DENTON,
25 individually and on behalf of those similarly
situated; and SEAN BOLLIG, individually and on
behalf of those similarly situated,

26 Plaintiffs,

27 vs.
28 Case No. 2:22-cv-00475-APG-DJA

**PLAINTIFFS' VERIFIED
MEMORANDUM OF COSTS**

29 LAS VEGAS METROPOLITAN POLICE
30 DEPARTMENT, Defendant.

PLAINTIFFS' VERIFIED MEMORANDUM OF COSTS

Plaintiffs Daniel Coyne, David Denton, and Sean Bollig (collectively, “Plaintiffs”) submit this Verified Memorandum of Costs in support of their Motion for Attorney’s Fees and Costs.

Plaintiff, through Sgro and Roger, incurred the following recoverable costs in this action:

1. CLERK'S FEES

2. REPORTERS' FEES \$1,238.04¹

03/08/2023	Oasis – Reporting Services and fees for Invoice 65970	\$237.50
03/14/2023	Oasis – Reporting Services and fees for Invoice 66093	\$174.19
03/20/2023	Oasis – Reporting Services and fees for Invoice 66175	\$519.50
04/10/2023	Oasis – Reporting Services and fees for Invoice 66570	\$306.85

3. JURORS' FEES & EXPENSES N/A

4. WITNESS FEES N/A

5. EXPERT FEES \$5,466.07²

10/31/2024	Berkeley Research Group - Expert services and fees through October 2024	\$432.08
12/12/2024	Berkeley Research Group - Expert services fees and costs for November 2024	\$2,634.08
01/15/2025	Berkeley Research Group - Expert fees and expenses for December 2024	\$2,399.91

6. INTERPRETER FEES N/A

7. SERVICE OF PROCESS

8. FEES OF OFFICIAL REPORTER..... N/A

9. BOND FEES N/A

10. BAIL/JIFF/MARSHALL FEES N/A

11. TELECOPY FEES N/A

12. PHOTOCOPY FEES \$890.50

10/31/2021	Document Reproduction – 2 pages at \$0.25 per page	\$0.50
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¹ True and correct copies of invoices for the Court Reporting fees incurred by Plaintiffs in this action are attached hereto as Exhibit 1.

² True and correct copies of invoices for Expert fees incurred by Plaintiffs in this action are attached hereto as Exhibit 2.

1	11/29/2021	Document Reproduction – 220 pages at \$0.25 per page	\$55.00
2	12/29/2021	Document Reproduction – 8 pages at \$0.25 per page	\$2.00
3	12/29/2021	Document Reproduction – 636 pages at \$0.25 per page	\$159.00
4	01/28/2022	Document Reproduction – 12 pages at \$0.25 per page	\$3.00
5	01/28/2022	Document Reproduction – 98 pages at \$0.25 per page	\$24.50
6	02/28/2022	Document Reproduction – 17 pages at \$0.25 per page	\$4.25
7	02/28/2022	Document Reproduction – 97 pages at \$0.25 per page	\$24.25
8	03/31/2022	Document Reproduction – 35 pages at \$0.25 per page	\$8.75
9	03/31/2022	Document Reproduction – 255 pages at \$0.25 per page	\$63.75
10	04/29/2022	Document Reproduction – 144 pages at \$0.25 per page	\$36.00
11	05/31/2022	Document Reproduction – 47 pages at \$0.25 per page	\$11.75
12	06/29/2022	Document Reproduction – 27 pages at \$0.25 per page	\$6.75
13	07/28/2022	Document Reproduction – 15 pages at \$0.25 per page	\$3.75
14	08/15/2022	Document Reproduction – 20 pages at \$0.25 per page	\$5.00
15	08/30/2022	Document Reproduction – 8 pages at \$0.25 per page	\$2.00
16	09/15/2023	Document Reproduction – 1,300 pages at \$0.25 per page	\$325.00
17	12/03/2023	Document Reproduction – 40 pages at \$0.25 per page	\$10.00
18	08/20/2024	Document Reproduction – 17 pages at \$0.25 per page	\$4.25
19	08/28/2024	Document Reproduction – 20 pages at \$0.25 per page	\$5.00
20	11/08/2024	Document Reproduction – 16 pages at \$0.25 per page	\$4.00
21	11/13/2024	Document Reproduction – 8 pages at \$0.25 per page	\$2.00
22	02/14/2025	Document Reproduction – 8 pages at \$0.25 per page	\$2.00
23	02/20/2025	Document Reproduction – 8 pages at \$0.25 per page	\$2.00
24	02/28/2025	Document Reproduction – 1 page at \$0.25 per page	\$.25
25	05/30/2025	Document Reproduction – 34 pages at \$0.25 per page	\$8.50
26	06/30/2025	Document Reproduction – 32 pages at \$0.25 per page	\$8.00
27	07/31/2025	Document Reproduction – 12 pages at \$0.25 per page	\$3.00
28	08/31/2025	Document Reproduction – 358 pages at \$0.25 per page	\$89.50
	08/31/2025	Document Reproduction – 67 pages at \$0.25 per page	\$16.75

13. LONG DISTANCE FEES N/A

1 **14. POSTAGE** \$2,455.68

2	01/25/2022	Correspondence Via US Mail	\$4.28
3	06/01/2022	Correspondence Via US Mail	\$1.56
4	03/15/2023	Correspondence Via US Mail	\$8.50
5	04/10/2023	Correspondence Via US Mail/FedEx	\$102.50
6	04/12/2023	Correspondence Via US Mail	\$0.60
7	05/10/2023	Correspondence Via US Mail	\$0.60
8	09/30/2023	Postage for Opt-In Notices	\$2,155.12
9	08/30/2024	Correspondence Via US Mail	\$159.47
10	09/04/2024	Correspondence Via US Mail	\$23.65

11 **15. TRAVEL FEES** N/A

12 **16. MESSENGER/COURIER FEES** \$40³

10	10/26/2023	Address Verification Service for Collective Action Opt-In Notices – Subscription Inv: 6779004	\$40.00
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13 **17. LEGAL RESEARCH FEES**

14 **18. ELECTRONIC DISCOVERY FEES**

15 **19. COURTHOUSE PARKING EXPENSES**

16 **20. MEDIATION-RELATED EXPENSES** \$5,375.00⁴

15	10/14/2024	Advanced Resolution Management Mediation fees. Inv: 24666	\$1,781.25
16	12/13/2024	Advanced Resolution Management Mediation fees. Inv: 25318	\$1,781.25
17	01/24/2025	Advanced Resolution Management Mediation fees. Inv: 25699	\$468.75
18	02/28/2025	Advanced Resolution Management Mediation fees. Inv: 26139 Sgro and Roger paid \$4,125. Bailey Kennedy reimbursed \$625.00	\$1,031.25
19	03/24/2025	Advanced Resolution Management Mediation fees. Inv: 26559 Sgro and Roger paid \$1,250. Bailey Kennedy reimbursed \$625.00	\$312.50

20 ///

21 ///

22 ///

23 ///

24 ///

25

26 ³ A true and correct accounting of messenger/courier fees incurred by Plaintiffs in this action is attached hereto as
27 Exhibit 3.

28 ⁴ True and correct copies of the invoices for Mediation-Related Expenses incurred by Plaintiffs in this action are attached
hereto as Exhibit 4.

1 Each of the foregoing costs was reasonably and necessarily incurred by Plaintiffs in this action.
2 While each of the foregoing costs may not appear to have directly aided in the successful outcome
3 obtained by Plaintiffs, they reference work that can be properly attributed to bringing about the
4 benefit obtained in this case. As such, the Court should award Plaintiffs, through Sgro & Roger,
5 their total costs in the amount of \$15,465.89.

6 DATED this 22nd day of September, 2025.

SGRO & ROGER

/s/ Alanna Bondy
By: **SGRO & ROGER**
ANTHONY P. SGRO
ALANNA C. BONDY
Attorneys for Plaintiffs

**DECLARATION OF ALANNA BONDY IN SUPPORT OF PLAINTIFFS' VERIFIED
MEMORANDUM OF COSTS**

I, Alanna Bondy, declare as follows:

1. I am an attorney with the law firm of Sgro & Roger, counsel of record for Plaintiffs in the cases entitled *Daniel Coyne, et al. vs. Las Vegas Metropolitan Police Department*, pending before the Eighth Judicial Court under Case No. A-22-848354-C and before the United States District Court, District of Nevada under Case No. 2:22-cv-00475.

2. I have personal knowledge of and am competent to testify to the facts contained in this Declaration.

3. I have made this declaration in support of Plaintiffs' Verified Memorandum of Costs.

4. The items contained in Plaintiffs' Verified Memorandum of Costs are true and correct to the best of my knowledge, information, and belief as they relate to costs and expenses incurred through my firm. Each of the costs identified in Plaintiffs' Verified Memorandum of Costs incurred through my firm were reasonably and necessarily incurred in these actions.

I declare under penalty of perjury, under the laws of the State of Nevada, that the foregoing is true and correct.

EXECUTED on this 22nd day of September, 2025.

/s/ Alanna Bondy
ALANNA BONDY, ESQ.

EXHIBIT “1”

EXHIBIT “1”

Oasis Reporting Services / Lexitas

400 South Seventh Street Suite 400
Las Vegas, NV 89101
Phone: 702-476-4500
Fax: 888-529-5512



Alanna C. Bondy
Sgro & Roger
720 South Seventh Street
Suite 300
Las Vegas, NV 89101

Invoice #65970

Date	Terms
03/08/2023	Net 21

Job #52451 on 02/24/2023 at 9:30 AM PT

Case: Daniel Coyne, et al. v. Las Vegas Metropolitan Police Department
Docket#: 2:22-cv-00475-APG-VCF

Shipped On: 03/08/2023
Shipped Via: Electronic
Delivery Type: Standard

Description			Amount
Copy Transcript of James Parker, Jr. Vol: I			
Certified Copy of Transcript			\$ 187.50
E-Bundle			\$ 50.00
			\$ 237.50
	Amount Due:		\$ 237.50
	Paid:		\$ 0.00

50-page transcript minimum applied.

Balance Due:	\$ 237.50
Payment Due:	03/29/2023

IF PAYING AFTER PAYMENT DUE DATE, AMOUNT DUE IS: \$ 261.25**PLEASE REMIT PAYMENT TO:**

Oasis Reporting Services / Lexitas
P.O. Box 734298, Dept. 2036
Dallas, TX 75373-4298

PAY ONLINE at <https://oasisreporting.com/payment/>

Ordered transcripts include a fully hyperlinked word index and archival of transcripts, invoices and exhibits. All invoices payable upon receipt. Past-due accounts are subject to a late fee and accrue interest at a rate of 1.5% per month. Accounts unpaid after 90 days agree to pay all collection costs, including reasonable attorney's fees. Contact us to correct payment errors. No adjustments will be made after 30 days. Payment is not contingent upon client or insurance carrier reimbursement.

EIN: 46-4363191

Oasis Reporting is licensed to conduct business where required, Nevada registration #061F. Oasis Reporting is a Deposition Solutions, LLC company, Nevada registration #116F. Thank you for your business!

Oasis Reporting Services / Lexitas

400 South Seventh Street Suite 400
Las Vegas, NV 89101
Phone: 702-476-4500
Fax: 888-529-5512



Alanna C. Bondy
Sgro & Roger
720 South Seventh Street
Suite 300
Las Vegas, NV 89101

Invoice #66093

Date	Terms
03/14/2023	Net 21

PAST DUE**Job #52453 on 02/27/2023 at 1:30 PM PT**

Case: Daniel Coyne, et al. v. Las Vegas Metropolitan Police Department
Docket#: 2:22-cv-00475-APG-VCF

Shipped On: 03/14/2023
Shipped Via: Electronic
Delivery Type: Standard

Description	Amount
Copy Transcript of Sean Bollig Vol: I	
Certified Copy of Transcript	\$ 237.80
Exhibits	\$ 3.90
Remote VC Connection, Testing and Service	\$ 25.00
E-Bundle	\$ 50.00
	<hr/>
	\$ 316.70
<hr/>	
Amount Due:	\$ 316.70
Paid:	\$ 0.00
<hr/>	
Balance Due:	\$ 316.70
Payment Due:	04/04/2023

IF PAYING AFTER PAYMENT DUE DATE, AMOUNT DUE IS: \$ 348.37**PLEASE REMIT PAYMENT TO:**

Oasis Reporting Services / Lexitas
P.O. Box 734298, Dept. 2036
Dallas, TX 75373-4298

PAY ONLINE at <https://oasisreporting.com/payment/>

Ordered transcripts include a fully hyperlinked word index and archival of transcripts, invoices and exhibits. All invoices payable upon receipt. Past-due accounts are subject to a late fee and accrue interest at a rate of 1.5% per month. Accounts unpaid after 90 days agree to pay all collection costs, including reasonable attorney's fees. Contact us to correct payment errors. No adjustments will be made after 30 days. Payment is not contingent upon client or insurance carrier reimbursement.

EIN: 46-4363191

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400 South Seventh Street Suite 400
Las Vegas, NV 89101
Phone: 702-476-4500
Fax: 888-529-5512



Alanna C. Bondy
Sgro & Roger
720 South Seventh Street
Suite 300
Las Vegas, NV 89101

Invoice #66175

Date	Terms
03/20/2023	Net 21

Job #52452 on 03/01/2023 at 9:30 AM PT

Case: Daniel Coyne, et al. v. Las Vegas Metropolitan Police Department
Docket#: 2:22-cv-00475-APG-VCF

Shipped On: 03/20/2023
Shipped Via: Electronic
Delivery Type: Standard

Description				Amount
Copy Transcript of Liovany Garcia Vol: I				
Certified Copy of Transcript				\$ 187.50
E-Bundle				\$ 50.00
				\$ 237.50
Copy Transcript of David Denton Vol: I				
Certified Copy of Transcript				\$ 228.75
Exhibits				\$ 3.25
E-Bundle				\$ 50.00
				\$ 282.00
	Amount Due:			\$ 519.50
	Paid:			\$ 0.00
	Balance Due:			\$ 519.50
	Payment Due:			04/10/2023

IF PAYING AFTER PAYMENT DUE DATE, AMOUNT DUE IS: \$ 571.45**PLEASE REMIT PAYMENT TO:**

Oasis Reporting Services / Lexitas
P.O. Box 734298, Dept. 2036
Dallas, TX 75373-4298

PAY ONLINE at <https://oasisreporting.com/payment/>

Ordered transcripts include a fully hyperlinked word index and archival of transcripts, invoices and exhibits. All invoices payable upon receipt. Past-due accounts are subject to a late fee and accrue interest at a rate of 1.5% per month. Accounts unpaid after 90 days agree to pay all collection costs, including reasonable attorney's fees. Contact us to correct payment errors. No adjustments will be made after 30 days. Payment is not contingent upon client or insurance carrier reimbursement.

EIN: 46-4363191

Oasis Reporting is licensed to conduct business where required, Nevada registration #061F. Oasis Reporting is a Deposition Solutions, LLC company, Nevada registration #116F. Thank you for your business!

Oasis Reporting Services / Lexitas

400 South Seventh Street Suite 400
Las Vegas, NV 89101
Phone: 702-476-4500
Fax: 888-529-5512



Alanna C. Bondy
Sgro & Roger
720 South Seventh Street
Suite 300
Las Vegas, NV 89101

Invoice #66570

Date	Terms
04/10/2023	Net 21

Job #52959 on 03/31/2023 at 1:30 PM PT

Case: Daniel Coyne, et al. v. Las Vegas Metropolitan Police Department
Docket#: 2:22-cv-00475-APG-VCF

Shipped On: 04/10/2023
Shipped Via: Electronic
Delivery Type: Standard

Description			Amount
Copy Transcript of Daniel Coyne Vol: I			
Certified Copy of Transcript			\$ 225.00
Exhibits			\$ 31.85
E-Bundle			\$ 50.00
			<hr/> \$ 306.85
	Amount Due:		\$ 306.85
	Paid:		\$ 0.00
	Balance Due:		\$ 306.85
	Payment Due:		05/01/2023

IF PAYING AFTER PAYMENT DUE DATE, AMOUNT DUE IS: \$ 337.54**PLEASE REMIT PAYMENT TO:**

Oasis Reporting Services / Lexitas
P.O. Box 734298, Dept. 2036
Dallas, TX 75373-4298

PAY ONLINE at <https://oasisreporting.com/payment/>

Ordered transcripts include a fully hyperlinked word index and archival of transcripts, invoices and exhibits. All invoices payable upon receipt. Past-due accounts are subject to a late fee and accrue interest at a rate of 1.5% per month. Accounts unpaid after 90 days agree to pay all collection costs, including reasonable attorney's fees. Contact us to correct payment errors. No adjustments will be made after 30 days. Payment is not contingent upon client or insurance carrier reimbursement.

EIN: 46-4363191

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EXHIBIT “2”

EXHIBIT “2”



BRG INVOICE

John Bailey
Bailey Kennedy, LLP
8984 Spanish Ridge Avenue
Las Vegas, NV 89148

November 18, 2024
Client-Project: 030548-054410
Invoice #: 10007886
Tax ID: 27-1451273

Via Email: JBailey@BaileyKennedy.com

RE: Daniel Coyne, et al. v. Las Vegas Metropolitan Police Department

Services Rendered Through October 31, 2024

Professional Services	\$ 1,646.00	USD
Expenses Incurred	82.30	
CURRENT CHARGES	\$ 1,728.30	USD

PAYMENT IS DUE BY December 18, 2024

Please direct questions regarding this invoice to: Carole M. Amidon at camidon@thinkbrg.com.

Please remit wire/ACH payment to:

Bank Name: PNC BANK, N.A.
SWIFT: PNCCUS33
ABA #: 031207607
Account Name: BERKELEY RESEARCH GROUP, LLC
Account #: 8026286672
Reference: 10007886

Please remit check payment to:

BERKELEY RESEARCH GROUP, LLC
PO BOX 676158
DALLAS, TX 75267-6158

Please remit express/overnight payment to:
PNC BANK C/O BERKELEY RESEARCH GROUP, LLC
LOCKBOX NUMBER 676158
1200 E CAMPBELL RD, STE 108
RICHARDSON, TX 75081

Please send remittance advice details to:

remitadvice@thinkbrg.com

cc:

Alanna Bondy

Via Email: abondy@sgroandroger.com



INVOICE

To: John Bailey
c/o: Bailey Kennedy, LLP
RE: Daniel Coyne, et al. v. Las Vegas Metropolitan Police Department

Page 2 of 3
Invoice # 10007886
Client-Project: 030548-054410

Services Rendered Through October 31, 2024

PROFESSIONAL SERVICES

	<u>Rate</u>	<u>Hours</u>	<u>Amount</u>
Director			
Carole M. Amidon	570.00	2.80	1,596.00
Case Assistant			
Elizabeth L. Thies	250.00	0.20	50.00
Total Professional Services		<hr/> 3.00	<hr/> 1,646.00

EXPENSES

Internal Expenses: Data, IT Services, Telecom, Supplies, Copies	<hr/> 82.30
Total Expenses	<hr/> 82.30



To: John Bailey
c/o: Bailey Kennedy, LLP
RE: Daniel Coyne, et al. v. Las Vegas Metropolitan Police Department

Page 3 of 3

Invoice # 10007886

Client-Project: 030548-054410

Services Rendered Through October 31, 2024

DETAIL OF PROFESSIONAL SERVICES

<u>Date</u>	<u>Name</u>	<u>Description</u>	<u>Hours</u>
10/14/24	Carole M. Amidon	Review documents. Conference call with counsel.	2.50
10/14/24	Elizabeth L. Thies	Prepare index of materials received.	0.20
10/15/24	Carole M. Amidon	Conference call with counsel.	0.30
Professional Services			3.00



INVOICE

John Bailey
Bailey Kennedy, LLP
8984 Spanish Ridge Avenue
Las Vegas, NV 89148

December 12, 2024
Client-Project: 030548-054410
Invoice #: 10009637
Tax ID: 27-145273

Via Email: JBAiley@BaileyKennedy.com

RE: Daniel Coyne, et al. v. Las Vegas Metropolitan Police Department

Services Rendered Through November 30, 2024

Professional Services	\$ 9,006.00	USD
Expenses Incurred	450.30	
CURRENT CHARGES	\$ 9,456.30	USD

PAYMENT IS DUE BY January 11, 2025

Please direct questions regarding this invoice to: Carole M. Amidon at camidon@thinkbrg.com.

Please remit wire/ACH payment to:

Bank Name: PNC BANK, N.A.
SWIFT: PNCCUS33
ABA #: 031207607
Account Name: BERKELEY RESEARCH GROUP, LLC
Account #: 8026286672
Reference: 10009637

Please remit check payment to:

BERKELEY RESEARCH GROUP, LLC
PO BOX 676158
DALLAS, TX 75267-6158

Please remit express/overnight payment to:

PNC BANK C/O BERKELEY RESEARCH GROUP, LLC
LOCKBOX NUMBER 676158
1200 E CAMPBELL RD, STE 108
RICHARDSON, TX 75081

Please send remittance advice details to:
remitadvice@thinkbrg.com

cc:

Alanna Bondy

Via Email: abondy@sgroandroger.com



INVOICE

To: John Bailey
c/o: Bailey Kennedy, LLP
RE: Daniel Coyne, et al. v. Las Vegas Metropolitan Police Department

Page 2 of 3
Invoice # 10009637
Client-Project: 030548-054410

Services Rendered Through November 30, 2024

PROFESSIONAL SERVICES

	<u>Rate</u>	<u>Hours</u>	<u>Amount</u>
Director			
Carole M. Amidon	570.00	13.30	7,581.00
Managing Consultant			
Noel M. Williams	425.00	2.00	850.00
Case Assistant			
Elizabeth L. Thies	250.00	2.30	575.00
Total Professional Services		17.60	9,006.00

EXPENSES

Internal Expenses: Data, IT Services, Telecom, Supplies, Copies	450.30
Total Expenses	450.30



INVOICE

To: John Bailey
c/o: Bailey Kennedy, LLP
RE: Daniel Coyne, et al. v. Las Vegas Metropolitan Police Department

Page 3 of 3
Invoice # 10009637
Client-Project: 030548-054410

Services Rendered Through November 30, 2024

DETAIL OF PROFESSIONAL SERVICES

<u>Date</u>	<u>Name</u>	<u>Description</u>	<u>Hours</u>
11/05/24	Elizabeth L. Thies	Update index of materials received.	0.40
11/06/24	Carole M. Amidon	Review case information and documents.	2.60
11/14/24	Elizabeth L. Thies	Update index of materials received.	0.10
11/15/24	Noel M. Williams	Research OES data.	2.00
11/18/24	Carole M. Amidon	Review case information and data.	4.20
11/19/24	Carole M. Amidon	Review case information and data.	2.10
11/19/24	Elizabeth L. Thies	Review event shifts spreadsheet.	1.70
11/20/24	Carole M. Amidon	Review case information. Prepare requested information.	2.10
11/20/24	Elizabeth L. Thies	Update index of materials received.	0.10
11/26/24	Carole M. Amidon	Review case information and data. Prepare requested information.	2.30
Professional Services			<u>17.60</u>

John Bailey
Bailey Kennedy, LLP
8984 Spanish Ridge Avenue
Las Vegas, NV 89148

January 15, 2025
Client-Project: 030548-054410
Invoice #: 10011622
Tax ID: 27-1451273

Via Email: JBailey@BaileyKennedy.com

RE: Daniel Coyne, et al. v. Las Vegas Metropolitan Police Department

Services Rendered Through December 31, 2024

Professional Services	\$ 9,142.50	USD
Expenses Incurred	457.13	
CURRENT CHARGES	<hr/> \$ 9,599.63	USD

PAYMENT IS DUE BY February 14, 2025

Please direct questions regarding this invoice to: Carole M. Amidon at camidon@thinkbrg.com.

Please remit wire/ACH payment to:

Bank Name: PNC BANK, N.A.
SWIFT: PNCCUS33
ABA #: 031207607
Account Name: BERKELEY RESEARCH GROUP, LLC
Account #: 8026286672
Reference: 10011622

Please send remittance advice details to:
remitadvice@thinkbrg.com

Please remit check payment to:

BERKELEY RESEARCH GROUP, LLC
PO BOX 676158
DALLAS, TX 75267-6158

Please remit express/overnight payment to:

PNC BANK C/O BERKELEY RESEARCH GROUP, LLC
LOCKBOX NUMBER 676158
1200 E CAMPBELL RD, STE 108
RICHARDSON, TX 75081

cc:

Alanna Bondy

Via Email: abondy@sgroandroger.com

To: John Bailey
c/o: Bailey Kennedy, LLP
RE: Daniel Coyne, et al. v. Las Vegas Metropolitan Police Department

Page 2 of 3
Invoice # 10011622
Client-Project: 030548-054410

Services Rendered Through December 31, 2024

PROFESSIONAL SERVICES

	<u>Rate</u>	<u>Hours</u>	<u>Amount</u>
Director			
Carole M. Amidon	570.00	12.20	6,954.00
Managing Consultant			
Jennifer Lambdin	445.00	4.30	1,913.50
Case Assistant			
Elizabeth L. Thies	250.00	1.10	275.00
Total Professional Services		17.60	9,142.50

EXPENSES

Internal Expenses: Data, IT Services, Telecom, Supplies, Copies	457.13
Total Expenses	457.13



INVOICE

To: John Bailey
c/o: Bailey Kennedy, LLP
RE: Daniel Coyne, et al. v. Las Vegas Metropolitan Police Department

Page 3 of 3
Invoice # 10011622
Client-Project: 030548-054410

Services Rendered Through December 31, 2024

DETAIL OF PROFESSIONAL SERVICES

<u>Date</u>	<u>Name</u>	<u>Description</u>	<u>Hours</u>
12/02/24	Carole M. Amidon	Prepare estimates.	4.20
12/02/24	Elizabeth L. Thies	Review summary. Update index of materials received.	0.50
12/03/24	Carole M. Amidon	Prepare estimates.	5.30
12/03/24	Jennifer Lambdin	Reviewing programming coding and logic.	2.20
12/03/24	Elizabeth L. Thies	Update index of materials sent and received.	0.10
12/04/24	Carole M. Amidon	Prepare estimates.	2.70
12/04/24	Jennifer Lambdin	Reviewing programming coding and logic.	2.10
12/04/24	Elizabeth L. Thies	Review summary. Update index of materials sent.	0.50
Professional Services			17.60

EXHIBIT “3”

EXHIBIT “3”

Thank you for your Order

A copy of this order confirmation has been e-mailed to you.
If you have any questions, call Tech Support at **(866) 308-1615**

----- Order Confirmation -----

Order Id: 6779004

Card Type: VISA/MASTERCARD

Card Number: #####-#####-#####-5165

Expiration: 07/2028

Card Company:

Card Name: Alanna Bondy

Card Address: 3184 Bel Air Dr

Card City, State: Las Vegas, NV

Card ZIP: 89109-1559

----- Payment Method -----

----- Item(s) Ordered -----

<u>Quantity</u>	<u>Description</u>	<u>Each</u>
10000	Melissa Data Credits (with Auto-Refill)	\$40.00

SubTotal: \$40.00

Tax: \$0.00

Shipping: \$0.00

Total Amount: (USD) \$40.00
268

EXHIBIT “4”

EXHIBIT “4”



INVOICE

Bill To:

Alanna C. Bondy, Esq.
Sgro & Roger
2901 El Camino Ave. Suite 204
Las Vegas, NV 89102

Invoice #: 24666
Invoice Date: 10/14/2024
Due Date: 11/21/2024
ARM Tax ID: 47-5337146

*Case Name: Coyne, et al. vs. Las Vegas Metropolitan Police Department
ARM Case #: 2024-823725665*

Administrative Fee	\$	875.00
Full-Day Mediation(Class Action)	\$	6,250.00
Invoice Total:	\$	7,125.00

LAST DAY TO CANCEL/CONTINUE: 11/21/2024

Please remit payment to our office no later than close of business by the above date. **Failure to pay by the due date may result in the cancellation of your matter.** ARM will notify the parties in writing if such action has been taken. Please note that counsel, not the represented party, has contracted for the neutral's services. Accordingly, counsel will be held responsible for payment of all charges associated with this matter. If you are not represented by counsel, you are still agreeing to this contract for the neutral's services. Should the case take less than the reserved time to be completed, there will be no refunds. The hourly/daily rates associated with your matter vary from neutral to neutral. Our neutrals are independent contractors who set their own rates. Ask your case manager for a copy of your neutral's Fee Schedule. Additional time will be billed at \$1250 p/h.

ARM's Cancellation/Rescheduling Policy: you **must** give **written notice** to our office per the timeframes below if you need to cancel/reschedule your matter. The cancelling/continuing party will be liable for the neutral's allocated time, unless otherwise agreed upon. To avoid additional fees, please cancel/continue by the date above.

Half-day case:	14 days' notice	Full-day case:	21 days' notice
Multi-party case:	30 days' notice	Multi-day case:	45 days' notice

To avoid additional fees, please cancel/continue by the date above.

ADVANCED RESOLUTION MANAGEMENT



Advanced Resolution Management
6980 S. Cimarron Road, Ste. 210
Las Vegas, NV 89113
T: 855-777-4276
www.armadr.com

INVOICE

Bill To:

Alanna C. Bondy, Esq.
Sgro & Roger
2901 El Camino Ave. Suite 204
Las Vegas, NV 89102

Invoice #: 25318
Invoice Date: 12/13/2024
Due Date: 1/2/2025
ARM Tax ID: 47-5337146

Case Name: Coyne, et al. vs. Las Vegas Metropolitan Police Department
ARM Case #: 2024-823725665

Administrative Fee	\$	875.00
Full-Day Mediation Session 2(Class Action)	\$	6,250.00
Invoice Total:	\$	7,125.00

LAST DAY TO CANCEL/CONTINUE: 1/2/2025

Please remit payment to our office no later than close of business by the above date. **Failure to pay by the due date may result in the cancellation of your matter.** ARM will notify the parties in writing if such action has been taken. Please note that counsel, not the represented party, has contracted for the neutral's services. Accordingly, counsel will be held responsible for payment of all charges associated with this matter. If you are not represented by counsel, you are still agreeing to this contract for the neutral's services. Should the case take less than the reserved time to be completed, there will be no refunds. The hourly/daily rates associated with your matter vary from neutral to neutral. Our neutrals are independent contractors who set their own rates. Ask your case manager for a copy of your neutral's Fee Schedule. Additional time will be billed at \$ p/h.

ARM's Cancellation/Rescheduling Policy: you **must** give **written notice** to our office per the timeframes below if you need to cancel/reschedule your matter. The cancelling/continuing party will be liable for the neutral's allocated time, unless otherwise agreed upon. To avoid additional fees, please cancel/continue by the date above.

Half-day case:	14 days' notice	Full-day case:	21 days' notice
Multi-party case:	30 days' notice	Multi-day case:	45 days' notice

To avoid additional fees, please cancel/continue by the date above.

*This invoice represents your share of the fees.
Please make checks out to Advanced Resolution Management.*



INVOICE

Bill To:

Alanna C. Bondy, Esq.
Sgro & Roger
2901 El Camino Ave. Suite 204
Las Vegas, NV 89102

Invoice #: 25699
Invoice Date: 1/24/2025
Due Date: 2/7/2025
ARM Tax ID: 47-5337146

*Case Name: Coyne, et al. vs. Las Vegas Metropolitan Police Department
ARM Case #: 2024-823725665*

Supplemental Bill (Mediation Time Past Reserved Hours)	\$	1,875.00
Invoice Total:	\$	1,875.00

This Invoice is a supplemental bill from the recent mediation session on January 22nd. The billing reflected is for the additional hours the mediator dedicated to assist both parties beyond the originally designated time for a full-day matter.

Please remit payment to our office no later than close of business by the above date. **Failure to pay by the due date may result in the cancellation of your matter.** ARM will notify the parties in writing if such action has been taken. Please note that counsel, not the represented party, has contracted for the neutral's services. Accordingly, counsel will be held responsible for payment of all charges associated with this matter. If you are not represented by counsel, you are still agreeing to this contract for the neutral's services. Should the case take less than the reserved time to be completed, there will be no refunds. The hourly/daily rates associated with your matter vary from neutral to neutral. Our neutrals are independent contractors who set their own rates. Ask your case manager for a copy of your neutral's Fee Schedule. Additional time will be billed at \$ p/h.

ARM's Cancellation/Rescheduling Policy: you **must** give **written notice** to our office per the timeframes below if you need to cancel/reschedule your matter. The cancelling/continuing party will be liable for the neutral's allocated time, unless otherwise agreed upon. To avoid additional fees, please cancel/continue by the date above.

Half-day case:	14 days' notice	Full-day case:	21 days' notice
Multi-party case:	30 days' notice	Multi-day case:	45 days' notice

To avoid additional fees, please cancel/continue by the date above.



INVOICE

Bill To:

Nick D. Crosby, Esq.
Marquis Aurbach Chtd.
10001 W Park Run Dr
Las Vegas, NV 89145

Invoice #: 26139
Invoice Date: 2/26/2025
Due Date: 2/28/2025
ARM Tax ID: 47-5337146

*Case Name: Coyne, et al. vs. Las Vegas Metropolitan Police Department
ARM Case #: 2024-823725665*

Administrative Fee	\$	1,000.00
Class Action	\$	3,125.00
	Invoice Total:	\$ 4,125.00

Please remit payment to our office no later than close of business by the above date. **Failure to pay by the due date may result in the cancellation of your matter.** ARM will notify the parties in writing if such action has been taken. Please note that counsel, not the represented party, has contracted for the neutral's services. Accordingly, counsel will be held responsible for payment of all charges associated with this matter. If you are not represented by counsel, you are still agreeing to this contract for the neutral's services. Should the case take less than the reserved time to be completed, there will be no refunds. The hourly/daily rates associated with your matter vary from neutral to neutral. Our neutrals are independent contractors who set their own rates. Ask your case manager for a copy of your neutral's Fee Schedule. Additional time will be billed at \$ p/h.

ARM's Cancellation/Rescheduling Policy: you **must** give **written notice** to our office per the timeframes below if you need to cancel/reschedule your matter. The cancelling/continuing party will be liable for the neutral's allocated time, unless otherwise agreed upon. To avoid additional fees, please cancel/continue by the date above.

Half-day case:	14 days' notice	Full-day case:	21 days' notice
Multi-party case:	30 days' notice	Multi-day case:	45 days' notice

To avoid additional fees, please cancel/continue by the date above.



INVOICE

Bill To:

Alanna C. Bondy, Esq.
Sgro & Roger
2901 El Camino Ave. Suite 204
Las Vegas, NV 89102

Invoice #: 26559
Invoice Date: 3/24/2025
Due Date: 3/31/2025
ARM Tax ID: 47-5337146

*Case Name: Coyne, et al. vs. Las Vegas Metropolitan Police Department
ARM Case #: 2024-823725665*

Supplemental Billing	\$	1,250.00
Invoice Total:	\$	1,250.00

Supplemental Billing Invoice: The total number of hours completed by Judge Glass (Ret.) exceeded the time previously billed. Each Party is to be billed for one additional hour of time.

Please remit payment to our office no later than close of business by the above date. **Failure to pay by the due date may result in the cancellation of your matter.** ARM will notify the parties in writing if such action has been taken. Please note that counsel, not the represented party, has contracted for the neutral's services. Accordingly, counsel will be held responsible for payment of all charges associated with this matter. If you are not represented by counsel, you are still agreeing to this contract for the neutral's services. Should the case take less than the reserved time to be completed, there will be no refunds. The hourly/daily rates associated with your matter vary from neutral to neutral. Our neutrals are independent contractors who set their own rates. Ask your case manager for a copy of your neutral's Fee Schedule. Additional time will be billed at \$1250 p/h.

ARM's Cancellation/Rescheduling Policy: you **must** give **written notice** to our office per the timeframes below if you need to cancel/reschedule your matter. The cancelling/continuing party will be liable for the neutral's allocated time, unless otherwise agreed upon. To avoid additional fees, please cancel/continue by the date above.

Half-day case:	14 days' notice	Full-day case:	21 days' notice
Multi-party case:	30 days' notice	Multi-day case:	45 days' notice

To avoid additional fees, please cancel/continue by the date above.

EXHIBIT 7

MEDIATOR'S RESOLUTION MEMORANDUM

DANIEL COYNE, ET AL. v. LAS VEGAS METROPOLITAN POLICE DEPARTMENT
United States District Court Case No. 2:22-cv-00475-APG-DJA
Clark County District Court Case No. A-22-848354-C

March 11, 2025

As a result of three in-person mediations (on December 12, 2024; January 22, 2025; and March 11, 2025) and multiple phone conferences, conducted by the Honorable Jackie Glass (Ret.), the Parties in above-referenced cases, subject to the approval of the respective Courts under NRCP 23 and the Fair Labor Standards Act, and approval by the Fiscal Affairs Committee, agree to settle the class/collective actions based on the following terms and conditions, subject to the parties executing a formal settlement agreement incorporating these terms and additional material terms.

Settlement Facts, Terms & Conditions

- Total Class Members: Approximately 3,400
 - Federal collective action: 1,598
 - State class action: Approximately 3,400, which includes the 1,598 in the Federal collective action
- Gross Settlement Amount (“GSA”): \$19,000,000.00
- Plaintiffs’ attorney’s fees and estimated costs: \$7,700,000.00.
 - Attorney’s fees: \$7,600,000.00 (40% of the GSA) split equally between Sgro & Roger and Bailey♦Kennedy.
 - Estimated Costs: \$100,000.00.
- Class Representative Incentive Awards: \$30,000.
 - Daniel Coyne: \$15,000
 - David Denton: \$7,500
 - Sean Bollig: \$7,500
- Estimated Class Administration Costs (to be paid out of the GSA to independent third-party class administrator): Not to exceed \$200,000.00.
- The GSA minus attorney’s fees, costs, Class Administration Costs, and incentive awards will determine the Net Settlement Amount (“NSA”).

- Defendant will pay GSA in two payments:
 - First payment: \$9,500,000.00 on or before August 31, 2025
 - Second payment: \$9,500,000.00 on or before August 31, 2026
 - Notwithstanding the foregoing, no payment shall be distributed to class members until after final approval of the class settlement and any appeal, if any, is exhausted. In the event the foregoing occurs after August 31, 2025, the Defendant agrees to place the first payment of the GSA into an escrow account. In the event the foregoing occurs after August 31, 2026, the Defendant agrees to place the second payment of the GSA into an escrow account.
- The Parties will amend the class definitions in the State Action and Federal Action to state that current and former PPA members that worked overtime shifts during the relevant time period are included in the class definitions.
- Defendant agrees to provide the following information to Plaintiffs;
 1. The name of every officer and the corresponding date of every overtime shift worked by the officer for special events, jail and medical facilities overtime from February 1, 2018 through February 1, 2025.
 2. The officer average overtime hourly rate for each year from 2018-2025.

No additional information should be needed unless required by the Court during the approval process.

- Any portion of the NSA that is not distributed to class/collective members after reasonable attempts to do so shall be reallocated and paid to participating class members in a pro rata, secondary payout. The Parties agree that in the Settlement Agreement they will mutually agree upon a time period when reasonable attempts to issue undistributed funds will cease and will be reallocated and paid, pro rata, to participating class members in a secondary payout.
- Defendant agrees to begin — and has begun — paying one hour of overtime to officers who must obtain department vehicles for overtime shifts. If more time is needed, the officer may submit a request for additional payment (pursuant to the LVMPD procedure in effect at the time).
- With respect to other equipment, other than department vehicles, necessary for overtime shifts, Defendant agrees to pay travel time for officers who are required to retrieve/return equipment from/to an LVMPD facility. In amplification of the foregoing sentence, this would not encompass equipment that is not required, or which can be taken home by the officer at the end of a shift. Officers who claim pay for retrieval/return of necessary equipment will need to record his/her time and submit it to the Department pursuant to LVMPD procedure in effect at that time.

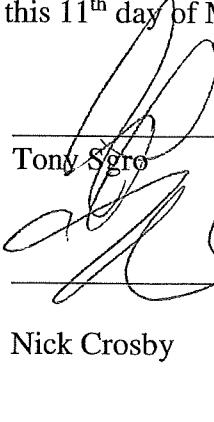
- For officers who have not been issued a Taser and are scheduled to work overtime at a medical facility which requires the officer to obtain a Taser from CCDC prior to the shift, Defendant agrees to compensate officers for his/her time starting from when the Taser was retrieved at the jail, until it is returned back to the jail at the end of the shift — officers will need to record his/her time and submit it on the Overtime Payment Request form, or consistent with LVMPD procedure at the time.
- Following execution of this Mediator's Resolution Memorandum, the Parties agree to file a Stipulation and Order in United States District Court Case No. 2:22-cv-00475-APG-DJA (the "Federal Action"), to allow the following individuals to file a Consent to Join Lawsuit as a Party Plaintiff in the Federal Action: Peter Bicsanzky, Alfredo Calata, Michael Childs Gussen, Cameron Cozzens, Curtis Davis, Garrett Fitzgerald, Liovany Garcia, Jeffrey Henry, Alfredo Hernandez, Darin Jones, Padilla Mills, Robert Murphy, Christina Necas, Ryan Pedroso, Ali Saleem, Jimmy Velasco, Kirt Vesperas, and Ty Vesperas and to withdraw the Consent to Join Lawsuit as a Party Plaintiff of Ron Serano.
- The Parties will enter into mutual releases for only the claims asserted in the class/collective action, which relate to the payment of additional overtime for special event, jail, medical facility shifts. There will be a specific carveout for PERS-related allegations concerning the overtime rate of pay. This carve out, however, cannot be construed as LVMPD's recognition of the viability of any such claims.
- The Parties acknowledge that the Fiscal Affairs Committee must approve this settlement at a public meeting after Federal and State courts have provided preliminary approval of the Parties' settlement. The Parties agree to work together to ensure that the Defendant is in possession of all required documentation for submission to the Fiscal Affairs Committee for approval of this settlement.
- Defendant agrees that it will not oppose, object to, or otherwise comment on Plaintiffs and their counsel requesting court approval of any of the foregoing terms and conditions including, but not limited to, attorneys' fees representing 40% of the GSA, reimbursement of costs, class representative service awards totaling \$30,000 (as outlined above), and/or claims administration costs of up to \$200,000.

[Space Intentionally Left Blank]

- Plaintiffs and Defendant agree that they will seek (to the extent possible) joint approval (preliminary approval and then final approval) of the entirety of the settlement in both the State class action (A-22-848354-C) and the Federal collective action (2:22-cv-00475-APG-DJA). In connection therewith, the Parties will seek class certification for settlement purposes only. In the event final class certification is not granted by both courts, or the settlement is not approved by either court, this settlement will be null and void.

Agreed to this 11th day of March, 2025.

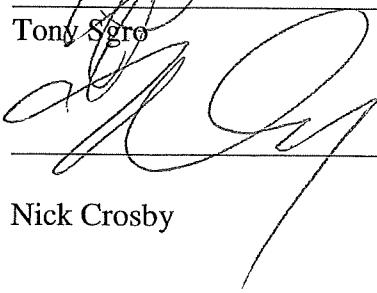
By:



Tony Sgro

on behalf of Plaintiffs

By:



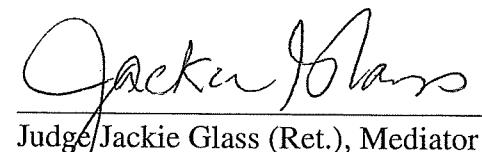
Nick Crosby

on behalf of Defendant

Pursuant to the standards set forth in *Shuette v. Beazer Homes Holdings Corp.*, 124 P.3d 530 (Nev. 2005) and *Brunzell v. Golden Gate National Bank*, 455 P.2d 31 (Nev. 1969), the Mediator has determined that a 40% contingency fee is fair and reasonable. The Mediator also has determined, based on her experience with this matter and involvement as a neutral mediator throughout the settlement process, that the terms of the settlement are fair, just, adequate, and reasonable for all parties.

Dated:

3/11/25



Judge Jackie Glass (Ret.), Mediator

EXHIBIT 8

CLASS/COLLECTIVE ACTION SETTLEMENT AGREEMENT

This Class and Collective Action Settlement Agreement (“Agreement”) is made and entered into on this 1st day of August 2025, by and among Plaintiffs Class and Collective Action Representatives Daniel Coyne, David Denton, and Sean Bollig (“Class Representatives” or “Plaintiffs”), on their own behalf and on behalf of all other class (including putative class members) and collective action members, and Defendant Las Vegas Metropolitan Police Department (“Metro” or “Defendant”).

DEFINITIONS

1. The following terms used in this Agreement shall have the meanings ascribed to them below:
 - a. **“Action”** means the currently pending matter in the District Court of the State of Nevada, for the County of Clark, titled *Coyne, et al. v. Las Vegas Metropolitan Police Department*, Case No. A-22-848354-C (the “State Class Action”); and the currently pending matter in the United States District Court for the District of Nevada, titled *Coyne, et al. v. Las Vegas Metropolitan Police Department*, Case No. 2:22-cv-00475-APG-DJA (the “Federal Collective Action”).¹
 - b. **“Claims Administrator”** means APEX Class Action, or such other independent third-party claims administrator as may be mutually agreeable to the Parties and approved by the State Court and Federal Court.
 - c. **“Class Counsel”** means Sgro & Roger and Bailey♦Kennedy LLP.
 - d. **“Class Counsel Payment”** shall have the meaning ascribed to it in Paragraph 16 below.
 - e. **“Class Members”** means those individuals that are within the Settlement Class, each of whom is a “Class Member.”
 - f. **“Class Period”** means February 16, 2018, through February 1, 2025.

¹ The State Class Action and the Federal Collective Action were originally filed as one lawsuit in the District Court of the State of Nevada, for the County of Clark, on February 15, 2022.

- g. **“Class Representatives”** mean Plaintiffs Daniel Coyne, David Denton, and Sean Bollig.
- h. **“Complaints”** include both the Federal Collective Action Complaint and the State Class Action Complaint.
- i. **“Early Opt-In Awards”** shall have the meaning set forth in Paragraph 14(h) below.
- j. **“Effective Date”** shall have the meaning ascribed to it in Paragraph 14(b) below.
- k. **“Federal Collective Action Complaint”** means the Collective and Class Action Complaint filed in the State Class Action on February 15, 2022, and then removed by Defendant to the United States District Court for the District of Nevada on March 16, 2022.
- l. **“Federal Court”** means the United States District Court for the District of Nevada.
- m. **“Final Order and Judgment”** means the Final Order Approving Class Action Settlement and Judgment, as more fully described in Paragraph 28 below, and as approved by the State Court and Federal Court.
- n. **“Gross Settlement Amount”** shall be as defined in Paragraph 14(c) below.
- o. **“Incentive Award”** means, subject to approval by the Court, a payment to each Class Representative from the Gross Settlement Amount, which is in addition to the Class Representative's individual Settlement Award pursuant to this Settlement.
- p. **“Net Settlement Amount”** shall be as defined in Paragraph 14(e) below.
- q. **“Notice”** means the Notice of Collective and Class Action Settlement in substantially the form attached hereto as Exhibit A, and as approved by the Court.
- r. **“Objection Deadline”** means the date that is sixty (60) calendar days following the initial mailing of the Notice by the Claims Administrator to Class Members.

- s. **“Opt-In Plaintiffs”** means all persons who filed consents to join in the Federal Collective Action as of the execution of this Agreement, a list of whom is attached hereto as Exhibit B.
- t. **“Participating Class Members”** means all Class Members who do not file a request to be excluded from the Settlement.
- u. **“Parties”** means collectively the Class Representatives and Defendant, each of whom is a "Party."
- v. **“Preliminary Approval Order”** means the preliminary order approving the Settlement, as more fully described in Paragraph 23 below, and approved by the State Court and Federal Court.
- w. **“Released Claims”** means the claims to be released by the Settlement Class as fully set forth in Paragraph 22 of this Agreement.
- x. **“Settlement”** means this Class and Collective Action Settlement between Plaintiffs and Defendant.
- y. **“Settlement Awards”** means Settlement amounts to be paid to Participating Class Members according to a specified formula as further described herein.
- z. **“Settlement Class”** means all persons currently or formerly employed by Metro as full-time, non-exempt hourly peace officers who worked one or more special event, jail, and/or medical facility overtime shifts during the Class Period, and who (a) are current members of the Las Vegas Police Protective Association (PPA), or (b) were PPA members at the time of their retirement or other separation from employment. The Settlement Class includes, but is not limited to, the 1,615 Opt-In Plaintiffs. The estimated number of Class Members is currently 3,400, subject to any later requests for exclusion.
- aa. **“State Class Action Complaint”** means the First Amended Complaint filed in the State Class Action on June 27, 2024.
- bb. **“State Court”** means the Eighth Judicial District Court of the State of Nevada, for the County of Clark.

RECITALS

2. Plaintiffs, on behalf of themselves and all others similarly situated, initiated this Action on February 15, 2022, alleging claims under the Fair Labor Standards Act (“FLSA”) and Nevada law for failure to compensate Metro peace officers for work performed before and after overtime shifts. The Action included three different types of overtime assignments: (1) special event overtime assignments; (2) jail overtime assignments; and (3) medical facility overtime assignments. Plaintiffs alleged that for each type of overtime assignment, they received overtime pay for the duration of the scheduled shift time but were not paid for the entire continuous workday because they received no compensation for time spent completing pre-shift and post-shift activities that were integral and indispensable to the principal activities for which they were employed. Defendant denied and denies Plaintiffs’ allegations.
3. On March 16, 2022, Metro removed this Action to Federal Court. On October 3, 2022, the Federal Court declined to exercise supplemental jurisdiction over Plaintiffs’ Nevada law claims and ordered that they be severed and remanded back to State Court. Plaintiffs’ claims under the FLSA remained in Federal Court.
4. On November 14, 2022, Plaintiffs—in the Federal Collective Action—filed their Motion for Preliminary Certification of a Collective Action for the FLSA claims. On August 15, 2023, the Federal Court granted the Motion for Preliminary Certification.
5. The Federal Collective Action was preliminarily certified pursuant to the FLSA on behalf of the following collective group: “Las Vegas Police Protective Association (PPA) members who have worked one or more Scheduled Overtime Shifts since February 1, 2019, that required the officer to perform uncompensated pre-shift and/or post-shift work consisting of transporting equipment between the shift site and another designated location.” In addition to the three Class Representatives, 1,595 Metro peace officers initially opted-in to the Federal Collective Action. On June 2, 2025, a Stipulation and Order was entered in the Federal Court adding 18 additional opt-in plaintiffs and withdrawing 1 in the Federal Collective Action.

6. On June 27, 2024, Plaintiffs filed a First Amended Complaint in the State Class Action (the “State Class Action Complaint”). Similar to the February 15, 2022 Complaint initiating the Action (now deemed the “Federal Collective Action Complaint”), the State Class Action Complaint included three different types of overtime assignments: (1) special event overtime assignments; (2) jail overtime assignments; and (3) medical facility overtime assignments. Plaintiffs again alleged that for each type of overtime assignment, they received overtime pay for the duration of the scheduled shift time but were not paid for the entire continuous workday because they received no compensation for time spent completing pre-shift and post-shift activities that were integral and indispensable to the principal activities for which they were employed. Defendant denied and denies Plaintiffs’ allegations.
7. Following a discovery period limited to class certification issues, Plaintiffs—in the State Class Action—moved for class certification under NRCP 23. The class certification motion was fully briefed and set for a hearing in front of the State Court. Prior to the hearing, the Parties chose to participate in a private mediation in an effort to resolve both the Federal Collective Action and the State Class Action. The Parties participated in three, full day, in-person mediation sessions with the Honorable Jackie Glass (Ret.), eventually culminating in a conditional settlement of the Federal Collective Action and State Class Action, which was memorialized in a Mediator’s Resolution Memorandum, attached hereto as Exhibit C.
8. The Parties now enter into this Settlement and shall seek preliminary and final approval from the State Court and Federal Court.
9. For the purposes of this Settlement, the Parties stipulate and agree to certification pursuant to NRCP 23 for a similar, yet broader, group of persons as compared to the collective preliminarily defined in the Federal Collective Action; specifically: “All persons currently or formerly employed by Metro as full-time, non-exempt hourly peace officers who worked one or more special event, jail, and/or medical facility overtime shifts during the Class Period, and who (a) are current members of the Las Vegas Police Protective Association (PPA), or (b) were PPA members at the time of their retirement or

other separation from employment.” As set forth above, this group of Metro peace officers, which includes the Opt-In Plaintiffs, constitutes the Settlement Class.

10. It is the desire of the Parties to fully, finally and forever settle, compromise, and discharge only the claims pled in the Federal Collective Action and the State Class Action. As set forth in more detail below, this Agreement does not operate to release any claims or causes of action relating to contributions (or lack thereof) to the Public Employees’ Retirement System (“PERS”) on behalf of Metro’s peace officers, and its effect on overtime rate of pay. Such carveout related to “PERS” contributions (or lack thereof) shall not be construed as Defendant’s recognition of the viability of any such claims.
11. Class Counsel has conducted a thorough investigation into the facts of the Action, including a review of relevant documents and data, and have diligently pursued an investigation of Class Members’ claims against Defendant. Based on their independent investigation and evaluation, Class Counsel are of the opinion that the Settlement is fair, reasonable and adequate and is in the best interest of the Settlement Class in light of all known facts and circumstances. Defendant and Defendant’s counsel also agree that the Settlement is fair.
12. The Honorable Jackie Glass (Ret.), who presided over three full day, in-person mediation sessions, has likewise opined that “based on her experience with this matter and involvement as a neutral mediator throughout the settlement process, that the terms of the settlement are fair, just, adequate, and reasonable for all parties.” Exhibit C.
13. The Parties agree to reasonably cooperate and take all reasonable steps necessary and appropriate to consummate this Settlement and to have a final order entered and judgment issued after all Settlement Awards have been paid out in accordance with this Settlement.

TERMS OF SETTLEMENT

14. In consideration of the mutual covenants, promises and agreements set forth herein, the Parties agree, *subject to the State and Federal Court’s approval and Fiscal Affairs Committee Approval*, as follows:

- a. **Binding Agreement:** This Settlement shall bind the Participating Class Members, Defendant, and their respective counsel, subject to the terms and conditions hereof and subject to the State Court and Federal Court's approval.
- b. **Effective Date:** The Settlement embodied in this Agreement shall become effective when all of the following events have occurred ("Effective Date"): (i) this Agreement has been executed by all Parties; (ii) the Gross Settlement Amount (defined below) required under this Settlement has been approved by the Las Vegas Metropolitan Police Department Fiscal Affairs Committee; (iii) the State Court and Federal Court have given preliminary approval to the Settlement; (iv) the Notice has been sent to the Settlement Class, providing them with an opportunity to be excluded from the Settlement, or to object to the Settlement; (v) the State Court and Federal Court have held a formal fairness hearing and entered the Courts' Final Order and Judgment Dismissing this Action that has not been timely appealed; and (vi) only in the event there are written objections filed prior to the formal fairness hearing which are not later withdrawn, the earlier of the following events: (A) when the period for filing any appeal, writ or other appellate proceeding opposing the Settlement has elapsed without any appeal, writ or other appellate proceeding having been filed; (B) when all appeals, writs or other appellate proceedings opposing the Settlement have been dismissed finally and conclusively with no right to pursue further remedies or relief; or (C) when all appeals, writs or other appellate proceedings have resulted in the Courts' Final Order and Judgment being upheld, with no right to pursue further remedies or relief. If there are no written objections, (vi) will not apply for the purpose of establishing the Effective Date. In this regard, it is the intention of the Parties that the Settlement shall not become effective until the Court's Final Order and Judgment is final, and there is no further recourse by any appellant or objector who seeks to contest the Settlement.
- c. **Gross Settlement Amount:** Defendant agrees to pay a gross settlement amount of Nineteen Million Dollars and Zero Cents (\$19,000,000.00) ("Gross Settlement Amount"), which includes all Settlement Awards to Participating Class Members, the Incentive Awards to the Class Representatives, Early Opt-In Awards to eligible

Participating Class Members, the attorneys' fees and costs to Class Counsel, and the claims administration costs and expenses.

- d. **Payment of Gross Settlement Amount:** Defendant will pay the Gross Settlement Amount into the Settlement Account (defined below in paragraph 14(m)) in two separate installments. The first payment of Nine Million, Five Hundred Thousand Dollars (\$9,500,000.00) will be made on or before August 31, 2025. The second payment of Nine Million, Five Hundred Thousand Dollars (\$9,500,000.00) will be made on or before August 31, 2026. The Gross Settlement Amount shall not be distributed to Participating Class Members, the Class Representatives, Class Counsel, or the Claims Administrator until the Effective Date. In the event the Effective Date occurs after August 31, 2025, Defendant agrees to place the first payment of the Gross Settlement Amount into an escrow account agreed upon by the Parties. In the event the Effective Date occurs after August 31, 2026, Defendant agrees to place the second payment of the Gross Settlement Amount into the same escrow account as the first payment. If Claims Administration costs and expenses must be paid prior to the Effective Date, Class Counsel and Defendant shall split any payments and will be reimbursed from the Gross Settlement Amount following the Effective Date.
- e. **Net Settlement Amount:** The net settlement amount ("Net Settlement Amount") available for distribution to Participating Class Members will be calculated by deducting from the Gross Settlement Amount the following: (a) Incentive Awards to the Class Representatives as approved by the Court; (b) Early Opt-In Awards, as described in Paragraph 14(h), and as approved by the Court; (c) Class Counsel Payment (for Class Counsel's attorneys' fees and costs) as approved by the Court; and (d) Claims Administrator's reasonable fees and expenses as approved by the Court.
- f. **Defendant's Production of Data for Settlement Awards:** Within ten (10) calendar days of execution of this Agreement, Defendant agrees to provide—in a usable format—the following data (the "Defendant's Payroll Data") to Class Counsel for the purpose of calculating Settlement Awards:

- (i) the name of every officer and the corresponding date of every overtime shift worked by the officer for special events, jail and medical facility overtime during the Class Period.
- (ii) the average hourly overtime rate for Metro peace officers for each year from 2018 through 2025.

No additional information should be needed unless required by the Court during the approval process. Notwithstanding the foregoing, if a need for additional information or data does arise, the Parties agree to cooperate and take all reasonable steps necessary to obtain and produce the necessary information or data.

- g. **Settlement Awards to Class Members:** The Settlement Awards are being determined by Plaintiffs and their counsel. Settlement Awards to Participating Class Members will be determined based upon a formula including the number and type (special event, jail, or medical facility) of overtime shifts worked by each Participating Class Member during the Class Period, as well as the average overtime hourly rate for each year during the Class Period.

The data for the formula will be determined by reference to Defendant's Payroll Data. The formula will also assign an average amount of unpaid compensation for each type of overtime shift (special event, jail, or medical facility) as follows (the "Unpaid Time"):

- (i) special event – 1 hour of unpaid overtime compensation.
- (ii) medical facility – 40 minutes of unpaid overtime compensation.
- (iii) jail – 5 minutes of unpaid overtime compensation.

Based on the Defendant's Payroll Data and the Unpaid Time, the Claims Administrator (with the assistance of Plaintiffs' expert, if necessary) will determine the amount of unpaid overtime compensation owed to each Participating Class Member during the Class Period as well as the sum total of unpaid overtime compensation owed to all Participating Class Members.

The Net Settlement Amount will then be divided by the sum total of overtime compensation owed to all Participating Class Members to determine the “Settlement Ratio.”

The Settlement Ratio will then be multiplied by the amount of unpaid overtime compensation owed to each Participating Class Member to determine each Class Member’s Settlement Award.

- h. **Early Opt-In Awards:** The Early Opt-In Awards are being determined by Plaintiffs and their counsel. Subject to approval by the Federal Court, each individual identified in Exhibit "4" to the Federal Collective Action Complaint, provided they are a Participating Class Member, shall receive an additional payment of \$1,000 from the Gross Settlement Amount (the “Early Opt-In Award”), in addition to any individual Settlement Award to which they are otherwise entitled.

Plaintiffs and their counsel opine that the Early Opt-In Award recognizes these individuals’ early and public support of the Action, including their willingness to be named in a publicly filed complaint. Plaintiffs claim that their early participation helped establish the case’s credibility and advanced the litigation, while also exposing them to heightened professional and reputational risk.

Notwithstanding the foregoing, Daniel Coyne, David Denton, and Sean Bollig shall not be eligible to receive an Early Opt-In Award, as their contributions to the litigation are being separately recognized through the Incentive Awards described in Paragraph 14(l) below.

Plaintiffs will file a motion for approval of the Early Opt-In Awards in the Federal Court following the Courts’ orders granting preliminary approval of this Settlement. The outcome of the Courts’ rulings on the Early Opt-In Awards shall not terminate this Agreement or otherwise affect the Courts’ rulings on the Motion for Final Approval and Judgment or timing of payment.

It is understood that Early Opt-In Awards will not increase the amount of any payments to be made by Metro. These Early Opt-In Awards are separate from, and in addition to, any other Settlement Award to which the recipients will receive. The Claims Administrator will issue an IRS Form 1099 to each recipient of an Early Opt-In Award, and recipients will be solely responsible for any tax obligations arising from the payment.

The Early Opt-In Awards approved by the Federal Court shall be distributed at the same time as the corresponding Settlement Awards.

- i. **Payment of Settlement Awards:** Subject to the terms and conditions of this Settlement, the Claims Administrator will distribute a Settlement Award payment to each Class Member who does not file a timely request to be excluded from the Settlement. The Claims Administrator will include language with each Settlement Award payment, to be mutually agreed upon by the Parties, which states that that by accepting the tendered payment from the Claims Administrator the Participating Class Member agrees to be bound by the Settlement and release of claims stated herein.
- j. **Payment of Unclaimed Settlement Awards:** Any portion of the Net Settlement Amount that is not able to be distributed to the Participating Class Members for any reason shall be reallocated and paid to Participating Class Members who cashed and/or accepted his/her Settlement Award check in a pro rata, secondary payout.

If a Settlement Award is made by check, such check will expire one hundred and eighty (180) days following issuance. If a Settlement Award check is not cashed or accepted within one hundred and eighty (180) following issuance, those funds will remain in the Settlement Account with the Claims Administrator, along with any Settlement Awards for Class Members who are unable to be located and thus a Settlement Award cannot be sent (the “Unclaimed Funds”).

The Unclaimed Funds will be divided by the sum total of overtime compensation owed to all Participating Class Members who cashed and/or accepted their

Settlement Awards to determine the “Secondary Settlement Ratio.” The Secondary Settlement Ratio will then be multiplied by the amount of unpaid overtime compensation owed to each Participating Class Member who cashed and/or accepted his/her Settlement Awards to determine each Class Member’s secondary Settlement Award.

If there are any Unclaimed Funds remaining following the secondary payout, it will be remitted to the Las Vegas Police Protective Association Law Enforcement Assistance Fund.

k. **Taxes and Withholdings:** The Claims Administrator will issue an IRS Form 1099 to each recipient of an Early Opt-In Award, and recipients will be solely responsible for any tax obligations arising from the payment. The Claims Administrator will calculate, withhold, remit and report each Participating Class Member’s share of applicable taxes based on each Settlement Award.

l. **Class Representatives:** Subject to State Court and Federal Court approval, Class Representatives will receive Incentive Awards as follows for their dedication and service as Class Representatives in the State Class Action and Lead Plaintiffs in the Federal Collective Action:

- (i) Daniel Coyne — \$20,000.00
- (ii) David Denton — \$12,500.00
- (iii) Sean Bollig — \$12,500.00

The Incentive Awards shall be part of the Gross Settlement Amount. Plaintiffs will file a motion for approval of the Incentive Awards in Federal Court and State Court following the Courts’ order granting preliminary approval of this Settlement. The outcome of the Courts’ ruling on the application for Incentive Awards shall not terminate this Agreement or otherwise affect the Courts’ ruling on the Motion for Final Order and Judgment.

It is understood the Incentive Awards are in addition to any claimed individual Settlement Award to which Plaintiffs are entitled along with other claiming Class Members. The Claims Administrator will issue to Class Representatives an IRS

Form 1099 for the Incentive Awards, and the Class Representatives will be solely responsible for correctly characterizing the Incentive Awards for tax purposes and for paying any taxes on the amounts received. The Incentive Awards approved by the State Court and Federal Court shall be distributed to Class Representatives at the same time as their Settlement Awards.

- m. **Establishment of Settlement Account:** The Claims Administrator shall establish a settlement account for the purpose of safeguarding the Gross Settlement Amount and paying all payment amounts identified by this Settlement and approved by the Courts (“Settlement Account”). Once the Final Order and Judgment has been entered, the payments described above in paragraph 14(d) shall be paid and/or transferred (if the payment(s) were initially made to an escrow account) to the Settlement Account in accordance with the schedule in paragraph 14(d).
- n. **Policy Change:** As a result of this Action, Metro has adopted a new overtime compensation policy, which was implemented as of the date of the Mediator’s Resolution Memorandum, attached as Exhibit C. A copy of the new policy, Policy 11.545 - Overtime and Compensatory Time, is attached hereto as Exhibit D.

Notwithstanding anything in this Agreement, Metro has the right to change, modify, or revise these policies, provided any such change, modification and/or revision is consistent with the FLSA, Nevada state law, and any applicable contracts, including, but not necessarily limited to, collective bargaining agreements. Such changes, modifications and/or revisions would not require a modification of this Agreement, nor would it require the parties to negotiate any such change, modification and/or revision as the same relates to this Agreement.

CLAIMS ADMINISTRATION

- 15. The Claims Administrator will send out to the Class Members the Notice by first class United States mail. The Claims Administrator shall be granted reasonable access to Defendant's records to perform its duties, as stated in paragraph 14(f). The Claims Administrator shall pay the Settlement Awards to the Class Members within fifteen (15)

calendar days of the latter of 1) the Effective Date as defined in Paragraph 14(b), or 2) receipt of the settlement amounts in the Settlement Account pursuant to Paragraph 14(m). If, as of the Effective Date, only the first scheduled Settlement Payment has been made and/or transferred to the Settlement Account, the Claims Administrator shall pay 50% of each Settlement Award to each Class Member, with the remaining 50% to be paid fifteen (15) calendar days following receipt of the second settlement payment.

Tax treatment of the Settlement Awards will be as set forth herein, and in accordance with state and federal tax laws; provided, however, Plaintiffs and other Class Members herein acknowledge that neither the Class Counsel nor Defendant's counsel has or is providing any tax advice.

The Claims Administrator shall provide periodic reports to counsel for the Parties with respect to the number of individuals submitting Requests for Exclusion and Objections, and will respond to reasonable requests for information concerning the status of the administration of the Settlement. All disputes relating to the Claims Administrator's performance of its duties shall be referred to the Court, if necessary, which will have continuing jurisdiction over the terms and conditions of this Settlement until all payments and obligations contemplated by this Settlement have been fully carried out.

ATTORNEYS' FEES AND COSTS

16. Subject to approval of the State Court and Federal Court, Class Counsel will receive a payment of up to 40% of the Gross Settlement Amount as attorneys' fees and, separately, a payment of up to \$100,000.00 to reimburse Class Counsel the actual costs it advanced on behalf of the Plaintiffs and other Class Members in litigating this Action, defined as the "Class Counsel Payment." The Class Counsel Payment will cover all work performed and all fees and costs incurred prior to the enactment of this Settlement, and all work to be performed and all fees and costs to be incurred in connection with the approval by the Courts of this Settlement, obtaining a Final Order and Judgment in the Action, and any challenges, writs or appeals to the Settlement. The Class Counsel Payment does not include the costs of the Claims Administration, which is to be paid out of the Gross Settlement Amount. If the Court approves a Class Counsel Payment in an amount that is less than the amount requested by Class Counsel, the difference between

the approved amount and the requested amount shall be added to the Net Settlement Amount. The Class Counsel Payment approved by the Court shall be distributed to Class Counsel by the Claims Administrator within ten (10) calendar days of the latter of 1) the Effective Date as defined in Paragraph 14(b), or 2) receipt of the settlement amounts in the Settlement Account pursuant to Paragraph 14(m). If, as of the Effective Date, only the first scheduled Settlement Payment has been made and/or transferred to the Settlement Account, the Claims Administrator shall pay 50% of the Class Counsel Payment, with the remaining 50% to be paid ten (10) calendar days following receipt of the second settlement payment.

17. Class Counsel shall file a motion for approval of the Class Counsel Payment in State Court and Federal Court following the Courts' order granting preliminary approval of this Settlement. The Parties acknowledge that the Class Counsel Payment reflects not only the Gross Settlement Amount secured by Class Counsel on behalf of the Plaintiffs and other Class Members, but also recognizes the policy change described in Paragraph 14(n), which will provide a substantial ongoing benefit to all Metro employees moving forward and in perpetuity.

NOTICE TO THE SETTLEMENT CLASS

18. Notice of this Settlement shall be sent by the Claims Administrator to the Class Members by first class mail based on the following procedure. Any returned envelopes from this mailing with forwarding addresses will be used by the Claims Administrator to forward the Notice to Class Members.

- a. Within seven (7) calendar days of preliminary approval of this Settlement by the Courts, Plaintiffs shall provide to the Claims Administrator a spreadsheet, which will list for each Class Member: (i) the Class Member's name, and (ii) last-known address. Defendant will, to the extent requested and reasonably necessary, assist Plaintiffs in the preparation of the spreadsheet and upon receipt of the list of each Class Member's name, will supplement any of the above mentioned information, as may be reasonably necessary. The spreadsheet shall be based on payroll records and/or personnel records provided by Defendant and in a usable format reasonably acceptable to the Claims Administrator.

- b. Within sixty (60) calendar days of the Claims Administrator's receipt of the spreadsheet, Defendant will supplement the spreadsheet with the social security number of each Class Member to the extent reasonably necessary and requested.
- c. The Claims Administrator will run a check of the Class Members' last known addresses against those on file with the U.S. Postal Service's National Change of Address List. Within fourteen (14) calendar days of receipt of the information required under Section 18(a), the Claims Administrator will mail the Notice to the Class Members. The Class Members will have thirty (30) calendar days from the date of the Claims Administrator's initial mailing of the Notice in which to postmark requests for exclusion, or to file objections to the Settlement.
- d. Notices returned to the Claims Administrator as non-delivered shall be resent to the forwarding address, if any, on the returned envelope. If there is no forwarding address, the Claims Administrator will do a computer search for a new address using the Class Member's social security number. Said search will be performed by the Claims Administrator one time per Class Member for each Notice returned without a forwarding address. Upon completion of these steps by the Claims Administrator, Defendant, Class Counsel, and the Claims Administrator shall be deemed to have satisfied their obligations to provide the Notice to the affected Class Member and, regardless of whether the affected Class Member actually receives the Notice, the affected Class Member shall remain a member of the Settlement Class and shall be bound by all the terms of the Settlement and the Court's Final Order and Judgment.
- e. Class Counsel shall provide to the Court, at least seven (7) calendar days before the final fairness hearing, a declaration by the Claims Administrator of due diligence and proof of mailing with regard to the mailing of the Notice.

SETTLEMENT AWARD PROCESS

- 19. Settlement Awards to Class Members shall be distributed by the Claims Administrator pursuant to Paragraph 14(i). Settlement Awards shall remain valid and payable for one hundred and eighty (180) calendar days from the date of their issuance and will

automatically be cancelled by the Claims Administrator if not accepted by the Class Member within that time, at which point the Class Member's claim will be deemed void and of no further force or effect, and the Class Member's claims will remain released by the Settlement. The Settlement Award checks provided to Class Members shall prominently state the expiration date or a statement that the checks will expire in one hundred and eighty (180) days, or alternatively, such a statement may be made in a letter accompanying the checks. Expired Settlement Award checks will not be reissued, except for good cause and as mutually agreed upon by the Parties in writing. The Claims Administrator shall provide Class Counsel and Defendant's Counsel with a report listing the amount of all payments to be made to each Class Member.

EXCLUSION PROCESS

20. A Class Member may request to be excluded from the effect of this Agreement, and any payment of amounts under this Agreement, by submitting a Request for Exclusion to the Claims Administrator stating that the Class Member wants to be excluded from this Action. Class Members will have sixty (60) calendar days from the initial mailing date of the Notice within which to postmark their Requests for Exclusion to the Claims Administrator. The Claims Administrator will not send any reminder notices to Class Members about the exclusion process. No Request for Exclusion will be honored if postmarked after the thirty (30) calendar-day period. Class Members are responsible for maintaining a photocopy of the Request for Exclusion and record of proof of mailing. Unless a timely and valid Request for Exclusion is sent consistent with the terms of this Settlement, the Class Member shall be bound by this Settlement and the Settlement Class releases stated herein. The Parties agree to meet and confer if the intent of a particular Request for Exclusion is ambiguous and may mutually agree to accept such Request for Exclusion for good cause shown. Ambiguities do not include untimely Requests for Exclusion.

OBJECTION PROCESS

21. A Class Member may object to this Settlement. For a Class Member to object to the Settlement, a Class Member must file with the Court no later than the Objection Deadline a notice of objection, signed by the Class Member or his or her counsel, stating the Class

Member's: (i) name; (ii) current address; (iii) telephone number and e-mail address; (iv) last 4-digits of his or her social security number; and (v) basis of the objection. The Objection Deadline applies notwithstanding any argument regarding non-receipt of the Notice. The Class Member objecting to the Settlement must also serve a copy of his or her notice of objection on counsel for the Parties and the Claims Administrator by the Objection Deadline. The postmark date of the filing and service shall be deemed the exclusive means for determining that the notice of objection is timely. The Claims Administrator will not send any reminder notices to Class Members about the objection process. Class Members who fail to make objections in the manner specified above shall be deemed to have waived any objections and shall be foreclosed from making any objections (whether by appeal or otherwise) to the Settlement. Class Members who file and serve timely notices of objection will have a right to appear at the Court's hearing to provide final approval of the Settlement in order to have their objections heard by the Court. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to submit written objections to the Settlement or appeal from the Court's Final Order and Judgment. Class Counsel shall not represent any Class Members with respect to any such objections to this Settlement. If the Court rejects the Class Member's objection, the Class Member will still be bound by the terms of this Agreement.

RELEASE OF CLAIMS

22. Upon the Effective Date, and except as to such rights or claims as may be created by this Settlement, each Class Member who has not submitted a timely and valid Request for Exclusion and without the need to manually sign a release document, in exchange for the consideration recited in this Agreement, on behalf of himself/herself and on behalf of his/her current, former, and future heirs, executors, administrators, attorneys, agents, and assigns, shall and does hereby fully and finally release the Defendant and all of its past and present employees, agents, attorneys, and representatives from the federal claims/causes of action under the FLSA and state claims/causes of action as set forth in the State Class Action Complaint and the Federal Collective Action Complaint which are the subject of this Settlement. Defendant shall and does hereby fully and finally release

the Participating Class Members from any claims and/or causes of action related to the State Class Action and the Federal Collective Action. Notwithstanding the foregoing, the Parties understand and agree this Release is limited to the claims/causes of action asserted in the State Class Action Complaint and the Federal Collective Action Complaint. The Parties further acknowledge and agree that the Class Representatives and Class Counsel have previously raised concerns regarding Defendant's contributions to the Public Employees' Retirement System of Nevada (PERS) on behalf of its employees, including the Class Members, and the impact of such contributions on the overtime rate of pay for those employees; however, this explicit carve out related to the PERS-related allegations shall not be construed as Defendant's recognition of the viability or validity of any such claims. The Parties understand that any claims related to these issues were not asserted in the State Class Action Complaint or the Federal Collective Action Complaint and, therefore, are not covered by this release and such claims may be raised in the future, via litigation, or otherwise.

DUTIES OF THE PARTIES DURING THE APPROVAL PROCESS

23. The Parties shall file a Joint Motion for Preliminary Approval of Collective and Class Action Settlement (the "Preliminary Approval Motion") in State Court and Federal Court. The Parties shall cooperate in drafting and finalizing the Preliminary Approval Motion and will provide each other the information necessary to complete the Preliminary Approval Motion and satisfy the burden for approval. The Parties shall apply to the State Court and Federal Court for the entry of a Preliminary Approval Order which includes the following:
 - a. Scheduling a fairness hearing on the question of whether the proposed Settlement, including payment of attorneys' fees and costs, costs of administration, the Early Opt-In Awards, and the Incentive Awards, should be finally approved as fair, reasonable, and adequate as to the members of the Settlement Class;
 - b. Certifying, for purposes of settlement, the Settlement Class under NRCP 23 (which also includes the Opt-In Plaintiffs), affirming Plaintiffs as Class and Collective Action Representatives, affirming the selection of the Claims

Administrator, and affirming Sgro & Roger and Bailey♦Kennedy LLP as Class Counsel;

- c. Approving as to form and content the proposed Notice attached hereto as Exhibit A;
- d. Directing the mailing of the Notice by first class mail to the Class Members; and
- e. Preliminarily approving the Settlement subject only to the objections of Class Members and final review by the Court.

24. For this Settlement to become effective, the Parties acknowledge that following entry of a Preliminary Approval Order, as described above, the Las Vegas Metropolitan Police Department Fiscal Affairs Committee (“LVMPD-FAC”) must approve this Settlement at a public meeting. Defendant shall promptly seek approval from the LVMPD-FAC following entry of a Preliminary Approval Order. The Parties agree to reasonably cooperate to ensure that the Defendant is in possession of all required documentation for submission to the LVMPD-FAC for approval of this Settlement. Defendant shall promptly notify Class Counsel of all developments and/or issues/concerns from the LVMPD-FAC.

25. Following approval of this Settlement by LVMPD-FAC, the Parties shall file a Joint Motion for Final Approval of Collective and Class Action Settlement (the “Final Approval Motion”) in State Court and Federal Court. The Parties shall reasonably cooperate in drafting and finalizing the Final Approval Motion and will provide each other the information necessary to complete the Final Approval Motion and satisfy the burden for approval. The Parties shall apply to the State Court and Federal Court for the entry of a Final Order and Judgment which includes the following:

- a. Approving the Settlement, and directing consummation of its terms and provisions;
- b. Approving the Class Counsel Payment;
- c. Approving the Incentive Awards to the Class Representative;
- d. Approving the Early Opt-In Awards to eligible Participating Class Members;
- e. Approving the Claims Administration costs; and

f. Entering a Final Order and Judgment Dismissing the Action.

26. The Parties agree that they will seek, to the extent possible, joint approval (preliminary approval and then final approval) of the entirety of the Settlement in State Court and Federal Court. To that effect, the Parties will endeavor to schedule a joint hearing for preliminary approval and final approval. To the extent the State Court and Federal Court are unwilling to approve the Settlement jointly and/or schedule a joint hearing, Plaintiffs and Defendant will seek preliminary and final approval separately in State Court and Federal Court. In the event final class certification is not granted by the State Court and Federal Court (the Federal Collective Action has been preliminarily certified), or the Settlement is not approved by both the State Court and the Federal Court, the Settlement will be null and void.

27. To effectuate the Settlement, the Parties agree that all Court and discovery deadlines be continued pending approval of the Settlement.

28. In the event this Settlement becomes null and void for any reason, Plaintiffs and Defendants shall share any of the incurred Class Administration costs equally.

PARTIES' AUTHORITY

29. The signatories hereto hereby represent that they are fully authorized to enter into this Settlement and bind the Parties hereto to the terms and conditions thereof.

MUTUAL COOPERATION

30. The Parties agree to reasonably cooperate with each other to accomplish the terms of this Settlement, including but not limited to, execution of such documents and taking such other action as reasonably may be necessary to implement the terms of this Settlement. The Parties shall use their reasonable efforts, including all efforts contemplated by this Settlement and any other efforts that may become necessary by order of the State Court and Federal Court, or otherwise, to effectuate this Settlement and the terms set forth herein.

NO PRIOR ASSIGNMENTS

31. The Parties represent, covenant and warrant that they have not directly or indirectly, assigned, transferred, encumbered or purported to assign, transfer or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right herein released and discharged.

NO ADMISSION

32. Nothing contained herein, nor the consummation of this Settlement, is to be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of any Party. Each of the Parties hereto has entered into this Settlement in order to compromise and resolve a bona fide dispute.

ENFORCEMENT ACTIONS

33. In the event one or more of the Parties to this Settlement institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights or obligations under this Settlement, the successful Party or Parties shall be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

NOTICES

34. Unless otherwise specifically provided herein, all notices, demands or other communications given hereunder shall be in writing and shall be deemed to have been duly given as of the first business day after mailing by overnight courier with confirmed delivery, addressed as follows:

To Plaintiff and the Settlement Class:

JOHN R. BAILEY
DENNIS L. KENNEDY
JOSEPH A. LIEBMAN
PAUL C. WILLIAMS
BAILEY♦KENNEDY

8984 Spanish Ridge Avenue
Las Vegas, Nevada 89148-1302
Telephone: 702.562.8820
Facsimile: 702.562.8821

ANTHONY P. SGRO
ALANNA C. BONDY
SGRO & ROGER
2901 El Camino Avenue, Suite 204
Las Vegas, Nevada 89102
Telephone: 702.384.9800
Facsimile: 702.665.4120

To Defendant:

NICHOLAS D. CROSBY
JORDAN W. MONTET
MARQUIS & AURBACH, CHTD.
10001 Park Run Drive
Las Vegas, Nevada 89145

CONSTRUCTION

35. The Parties agree that the terms and conditions of this Settlement are the result of lengthy, intensive arms-length negotiations between the Parties, and this Settlement shall not be construed in favor of or against any Party by reason of the extent to which any Party or his, her or its counsel participated in the drafting of this Settlement.

CAPTIONS

36. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Settlement or any provision of it.

MODIFICATION

37. This Settlement may not be changed, altered, or modified, except in writing and signed by the Parties hereto and approved by the Court. This Settlement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties.

INTERGRATION CLAUSE

38. This Settlement contains the entire agreement between the Parties relating to the settlement and transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations and statements, whether oral or written and whether by a Party or such Party's legal counsel, are merged herein. No rights hereunder may be waived except in writing.

BINDING ON ASSIGNS

39. This Settlement shall be binding upon and inure to the benefit of the Parties and their respective heirs, trustees, executors, administrators, successors, and assigns; provided, however, that a Party's rights and obligations hereunder may not be assigned or delegated without the express prior written consent of the other Parties.

CLASS MEMBER SIGNATORIES

40. It is agreed that because the Class Members are so numerous, it is impossible or impractical to have each Class Member execute this Settlement. The Notice will advise all Class Members of the binding nature of the release, and the release shall have the same force and effect as if this Settlement were executed by each Class Member.

COUNTERPARTS

41. This Settlement may be executed in counterparts and by facsimile and digital signatures, and when each party has signed and delivered at least one such counterpart, each counterpart, including email and PDF versions, shall be deemed an original and, when taken together with other signed counterparts, shall constitute one Settlement binding upon and effective as to all Parties.

[Signature Page Follows]

Agreed to as of the date first written above.

PLAINTIFFS:

DANIEL COYNE

DocuSigned by:

By: 

Daniel Coyne

Class/Collective Action Representative

DAVID DENTON

Signed by:

By: 

David Denton

Class/Collective Action Representative

SEAN BOLLIG

DocuSigned by:

By: 

Sean Bollig

Class/Collective Action Representative

DEFENDANT:

**LAS VEGAS METROPOLITAN
POLICE DEPARTMENT**

By: _____

Its: _____

Defendant

Agreed to as of the date first written above.

PLAINTIFFS:

DANIEL COYNE

By: _____
Daniel Coyne
Class/Collective Action Representative

DAVID DENTON

By: _____
David Denton
Class/Collective Action Representative

SEAN BOLLIG

By: _____
Sean Bollig
Class/Collective Action Representative

DEFENDANT:

**LAS VEGAS METROPOLITAN
POLICE DEPARTMENT**

By: _____
Its: Unconsolable
Defendant

Exhibit “A”

$\lambda_{\text{max}} = \sigma - \sqrt{\sigma^2 - \sigma_{\text{min}}^2}$

Exhibit “A”

**DISTRICT COURT
CLARK COUNTY, NEVADA**

3 DANIEL COYNE, individually and on behalf of
4 those similarly situated; DAVID DENTON,
5 individually and on behalf of those similarly
situated; and SEAN BOLLIG, individually and on
behalf of those similarly situated,

Case No. A-22-848354-C
Dept. No. XV

Plaintiffs,

VS.

8 LAS VEGAS METROPOLITAN POLICE
DEPARTMENT,

Defendant.

**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

14 DANIEL COYNE, individually and on behalf of
15 those similarly situated; DAVID DENTON,
16 individually and on behalf of those similarly
situated; and SEAN BOLLIG, individually and on
behalf of those similarly situated,

Case No. 2:22-cv-00475-APG-DJA

Plaintiffs,

VS.

19 LAS VEGAS METROPOLITAN POLICE
DEPARTMENT,

Defendant.

**NOTICE OF PENDENCY OF COLLECTIVE AND CLASS ACTION
SETTLEMENT AND FINAL HEARING DATE**

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT
OR DO NOT ACT. PLEASE READ THIS NOTICE CAREFULLY**

Eligible to receive a payment	
	<p>do not have to do anything.</p> <p>Your potential settlement payment is primarily based upon the number and type (special event, jail, or medical facility) of overtime shifts worked by you as a peace officer for Las Vegas Metropolitan Police Department from February 16, 2018 through February 1, 2025.</p> <p>Your estimated settlement payment is [insert].</p> <p>In exchange for participating in the Settlement, you will release certain claims against the Defendant, as detailed below.</p>
	<p>If you choose to release your claims, you must send a written request for exclusion to the Claims Administrator, as provided below. If you request exclusion, you will not be eligible to receive any cash payment from the settlement, but you will retain all your legal claims, subject to the relevant statute of limitations.</p> <p>If you have previously filed a consent to join in this action and decide to exclude yourself, you will be required to retain your own legal counsel or proceed on your own behalf.</p>
Object	You may write to the court(s) about why you do not like the settlement.

I. WHY DID I GET THIS NOTICE?

A proposed collective and class action settlement (the “Settlement”) of this lawsuit pending in the District Court of the State of Nevada, for the County of Clark (the “State Class Action”) and the United States District Court, District of Nevada (the “Federal Collective Action”) (jointly, the “Action”) has been reached between Plaintiffs Daniel Coyne, David Denton, and Sean Bollig (“Class Representatives” or “Plaintiffs”) and Defendant Las Vegas Metropolitan Police Department (“Metro” or “Defendant”). The Courts granted preliminary approval of this Settlement on [insert date].

You have received this Class Notice because you have been identified as a member of the Class/Collective, which is defined as:

All persons currently or formerly employed by Metro as full-time, non-exempt hourly peace officers who worked one or more special event, jail, and/or medical facility overtime shifts during the Class Period, and who (a) are current members of the Las Vegas Police Protective Association (PPA), or (b) were PPA members at the time of their retirement or other separation from employment.

This Notice explains the Action, the Settlement, and your legal rights. It is important that you read this Notice carefully as your rights may be affected by the Settlement.

II. WHAT IS THIS COLLECTIVE AND CLASS ACTION LAWSUIT ABOUT?

Plaintiffs, on behalf of themselves and all others similarly situated, initiated this Action on February 15, 2022 in state court, alleging claims under the Fair Labor Standards Act (“FLSA”) and Nevada law for failure to compensate Metro peace officers for work performed before and after overtime shifts. The Action includes three different types of overtime assignments: (1) special event overtime assignments; (2) jail overtime assignments; and (3) medical facility overtime assignments. Plaintiffs alleged that for each type of overtime assignment, they received overtime pay for the duration of the scheduled shift time, but were not paid for the entire continuous workday because they received no compensation for time spent completing pre-shift and post-shift activities that were integral and indispensable to the principal activities for which they were employed. Defendant denied and denies Plaintiffs’ allegations.

On March 16, 2022, Metro removed this Action to federal court. On October 3, 2022, the federal court declined to exercise supplemental jurisdiction over Plaintiffs’ Nevada law claims, and ordered that they be severed and remanded to state court. Plaintiffs’ claims under the FLSA remained in Federal Court.

On November 14, 2022, Plaintiffs—in the Federal Collective Action—filed their Motion for Preliminary Certification of a Collective Action for the FLSA claims. On August 15, 2023, the federal court granted the Motion for Preliminary Certification, finding that “named plaintiffs have adequately alleged that they and the putative plaintiffs were subject to an LVMPD practice of requiring off-the-clock overtime work to collect and return specialized equipment in violation of the FLSA”, and that “[t]his nexus exists regardless of whether the plaintiffs worked special events, jails, or prison medical shifts.” In addition to the three Class Representatives, 1,595 Metro peace officers initially opted-in to the Federal Collective Action. On June 2, 2025, the Parties filed a Stipulation with the Federal Court adding 18 additional plaintiffs and withdrawing 1 for the Federal Collective Action.

On June 27, 2024, Plaintiffs filed a First Amended Complaint in the State Class Action. Similar to the Federal Collective Action, the State Class Action includes three different types of overtime assignments: (1) special event overtime assignments; (2) jail overtime assignments; and (3) medical facility overtime assignments. Plaintiffs again alleged that for each type of overtime assignment, they received overtime pay for the duration of the scheduled shift time, but were not paid for the entire continuous workday because they received no compensation for time spent completing pre-shift and post-shift activities that were integral and indispensable to the principal activities for which they were employed. Following a discovery period limited to class certification issues, Plaintiffs—in the State Class Action—moved for class certification under NRCP 23. Class certification was

fully briefed and set for a hearing in front of the state court. Prior to the hearing, the Parties chose to participate in a private mediation in an effort to resolve both the Federal Collective Action and the State Class Action. The Parties participated in three, full day, in-person mediation sessions with the Honorable Jackie Glass (Ret.), eventually culminating in a conditional settlement of the Federal Collective Action and State Class Action.

III. WHAT DOES THE SETTLEMENT PROVIDE?

A. Gross Settlement Amount. The total amount of the settlement is \$19,000,000.00 (“Gross Settlement Amount”). The Gross Settlement Amount includes the payment of all settlement payments to class/collective members, the Class Representative Incentive Payments to the Plaintiffs, Class Counsels’ attorneys’ fees and costs, and the expenses of the Claims Administrator.

B. Net Settlement Amount. The net amount of the settlement is the amount to be paid out to class/collective members after deducting court-approved payments of the Incentive Awards to the Class Representatives, Class Counsels’ attorneys’ fees and costs, and the expenses of the Claims Administrator (“Net Settlement Amount”). The Net Settlement Amount shall be distributed to class members who do not request exclusion.

C. Settlement Payment Calculations. Your potential settlement payment is primarily based upon the number and type (special event, jail, or medical facility) of overtime shifts worked by you as a peace officer for Las Vegas Metropolitan Police Department from February 16, 2018 through February 1, 2025. For the precise formula utilized to calculate settlement payments, please see the settlement agreement available at <Settlement Administrator’s website>.

D. Metro’s Change in Policy. In response to the filing of this litigation, Metro has substantially changed its overtime compensation policy to provide payment of an additional one hour of overtime compensation for any officer who is required to obtain a department vehicle for the types of overtime shifts at issue in this matter. Additionally, as part of this settlement, officers will also be eligible for additional overtime compensation if they are required to retrieve and/or return certain types of equipment that is necessary for his/her overtime shift.

E. Class Representative Incentive Awards. An incentive award to the Class Representatives, in amounts not to exceed those listed below and subject to court approval, to compensate them for their efforts in initiating and prosecuting the lawsuit on behalf of the Class and Collective, as well as for the risks assumed in serving as Class Representatives. The requested awards are as follows:

- (i) Daniel Coyne - \$20,000.00
- (ii) David Denton - \$12,500.00
- (iii) Sean Bollig - \$12,500.00

F. Early Opt-In Awards. An early opt-in award of up to \$1,000.00, subject to court approval, to compensate the following individuals (provided they remain participants in the lawsuit) for their early and public support of the Action. These individuals demonstrated a willingness to be named in a publicly filed complaint, thereby helping to establish the credibility of the lawsuit and advance the litigation, while also assuming increased professional and reputational risk. The early opt-in award recipients are as follows:

Marc T Bailey	Joseph Bringhurst	Daniel Cazares	Curtis Davis	Brian Fortner	Manuel Gardea	Alfredo Jr. Hernandez	Joseph Iszkiewicz
-----	-----	-----	-----	-----	-----	-----	-----
Daniel Blount	Baron Bybee	Gwenevere Conover	Brian Drake	Jaime Gallegos Jr.	Robert Grabowski	Jonathan Houghton	Mark Jamora
Manuel Anthony Botelho	Alfredo Calata	Steven Corry	Josue G. Esparza	Liovany Garcia	Timothy T. Gross	David Hunkins	Darin Jones
-----	-----	-----	-----	-----	-----	-----	-----
James F Kurashi	Travis Linder	Michael Mendez	Padilla Mills	Alexander Mortel	Andy Nguyen	Joshua Pepper	Kirsten Pico
-----	-----	-----	-----	-----	-----	-----	-----
Michael N. Purcaro	Steven Shad Rollo	Ali I. Saleem	Ian Price Shannon	Juan Ruiz Suazo	Kristen Taylor	Elvin-Ron Valle	Jimmy Velasco
-----	-----	-----	-----	-----	-----	-----	-----
Jeremy Richter	Erik Saar	Neil Rhemee Santiago	Eric Sokolowski	James Tam	Chayton Tromba	Benjamin Vazquez	Ty Vesperas
-----	-----	-----	-----	-----	-----	-----	-----

G. Attorneys' Fees and Costs. Payment to Class Counsel of no more than \$7,600,000.00 (40% of the Gross Settlement Amount) for all past and future legal fees, and up to \$100,000.00 for litigation expenses incurred, both subject to court approval. Class Counsel has been prosecuting the lawsuit on behalf of Plaintiffs and the Class/Collective on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses out of pocket. Class Counsel's attorney-client agreement with Plaintiffs provides for Class Counsel to recover 40% of any potential recovery.

H. Claims Administration Expenses. Payment to the Claims Administrator for expenses, including expenses of establishing a settlement account, preparing and sending out this Class Notice, processing opt-outs, calculating settlement payments, and distributing settlement payments.

I. Tax Matters. Neither Class Counsel nor Defendant's counsel intend anything contained in this settlement or notice to constitute advice regarding taxes or taxability. You may wish to consult a tax advisor concerning the tax consequences of the payments received under the settlement.

J. Court Approval Required. This Settlement is conditioned upon the court(s) entering an order granting final approval of the settlement and entering judgment.

K. Detailed Terms of Settlement. This notice summarizes the settlement. For the precise terms and conditions of the settlement, please see the settlement agreement available at <Settlement Administrator's website>, or by contacting class counsel at

THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT. PLEASE DO NOT TELEPHONE

IV. WHAT AM I GIVING UP IN EXCHANGE FOR THE SETTLEMENT?

By participating in the Action and accepting the settlement payment, you will not be able to make a claim or file a lawsuit for the claims that were alleged in this Action—*i.e.*, that Defendant owes you unpaid overtime compensation for the pre- and post-shift activities that you performed during the Class Period. Specifically, the “Release of Claims” set forth in the settlement states as follows:

Upon the Effective Date, and except as to such rights or claims as may be created by this Settlement, each Class Member who has not submitted a timely and valid Request for Exclusion and without the need to manually sign a release document, in exchange for the consideration recited in this Agreement, on behalf of himself/herself and on behalf of his/her current, former, and future heirs, executors, administrators, attorneys, agents, and assigns, shall and does hereby fully and finally release the Defendant and all of its past and present employees, agents, attorneys, and representatives from the federal claims/causes of action under the FLSA and state claims/causes of action as set forth in the State Class Action Complaint and the Federal Collective Action Complaint which are the subject of this Settlement. Defendant shall and does hereby fully and finally release the Participating Class Members from any claims and/or causes of action related to the State Class Action and the Federal Collective Action. Notwithstanding the foregoing, the Parties understand and agree this Release is limited to the claims/causes of action asserted in the State Class Action Complaint and the Federal Collective Action Complaint. The Parties further acknowledge and agree that the Class Representatives and Class Counsel have previously raised concerns regarding Defendant’s contributions to the Public Employees’ Retirement System of Nevada (PERS) on behalf of its employees, including the Class Members, and the impact of such contributions on the overtime rate of pay for those employees; however, this explicit carve out related to the PERS-related allegations shall not be construed as Defendant’s recognition of the viability or validity of any such claims. The Parties understand that any claims related to these issues were not asserted in the State Class Action Complaint or the Federal Collective Action Complaint and, therefore, are not covered by this release and such claims may be raised in the future, via litigation, or otherwise.

V. HOW MUCH WILL MY PAYMENT BE?

Your settlement payment is primarily based upon the number and type (special event, jail, or medical facility) of overtime shifts worked by you as a peace officer for Las Vegas Metropolitan

Police Department from February 16, 2018 through February 1, 2025.

Defendant's records reflect that you worked [insert number] of special event overtime shifts, [insert number] of jail overtime shifts, and [insert number] of medical facility overtime shifts during the Class Period.

Your estimated settlement payment is [insert].

VI. HOW CAN I BE ELIGIBLE TO RECEIVE A PAYMENT?

To be eligible to receive money from the settlement, you do not have to do anything. A check for your settlement payment will be mailed automatically to the same address as this Class Notice. If your address is incorrect or has changed, you must notify the Claims Administrator. If you would like to receive payment in another manner other than a settlement check, you must notify the Claims Administrator. The Claims Administrator is APEX Class Action.

VII. WHAT IF I DON'T WANT TO BE A PART OF THE SETTLEMENT?

If you do not wish to participate in the settlement, you may exclude yourself from the settlement or "opt out." If you opt out, you will not be eligible to receive any money from the settlement, but you will not be bound by its terms. If you previously filed a consent to join in the Federal Collective Action but wish to opt-out, you will be required to retain your own legal counsel or proceed on your own behalf.

To opt out, you must submit to the Claims Administrator, by First Class Mail, a written, signed and dated request for exclusion postmarked no later than 60 days after mailing of class notice. The address for the Claims Administrator is _____. The request for exclusion must state in substance: "I have read the Class Notice and I wish to opt out of the class action and settlement of *Coyne, et al. v. Las Vegas Metropolitan Police Department*, Case No. A-22-848354-C/2:22-cv-00475-APG-DJA." The request for exclusion must contain your name, address, signature and the last four digits of your Social Security Number for verification purposes. The request for exclusion must be signed by you. No other person may opt out for a member of the class/collective.

VIII. HOW DO I TELL THE COURT THAT I DON'T LIKE THE SETTLEMENT?

Any class/collective member, who has not opted out and believes that the settlement should not be finally approved by the court(s) for any reason, may object to the proposed settlement. Objections must be in writing and state the class member's name, current address, telephone number, and describe why you believe the settlement is unfair and whether you intend to appear at the final approval hearing. All objections or other correspondence must also state the name and number of the case, which is *Coyne, et al. v. Las Vegas Metropolitan Police Department*, Case No. A-22-848354-C/2:22-cv-00475-APG-DJA.

To object to the settlement, you must not opt out. If the court(s) approves the settlement, you will be bound by the terms of the settlement in the same way as class members who do not object. Any class member who does not object in the manner provided in this Class Notice shall have waived any objection to the settlement, whether by appeal or otherwise.

If you file a timely written objection, you may, but are not required to, appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney. All written objections and supporting papers must (a) clearly identify the case name and number (*Coyne, et al. v. Las Vegas Metropolitan Police Department*, Case No. A-22-848354-C/2:22-cv-00475-APG-DJA), (b) be submitted to the courts either by mailing them or by filing them in person with the Clerk of the Court at _____, and (c) be filed or postmarked on or before 60 days following mailing of the Class Notice.

The addresses for the Parties' Counsel are as follows:

Class Counsel:

JOHN R. BAILEY
DENNIS L. KENNEDY
JOSEPH A. LIEBMAN
PAUL C. WILLIAMS
BAILEY♦KENNEDY
8984 Spanish Ridge Avenue
Las Vegas, Nevada 89148-1302

ANTHONY P. SGRO
ALANNA C. BONDY
SGRO & ROGER
2901 El Camino Avenue, Suite 204
Las Vegas, Nevada 89102

Counsel for Defendant:

NICHOLAS D. CROSBY
JORDAN W. MONTET
MARQUIS & AURBACH, CHTD.
10001 Park Run Drive
Las Vegas, Nevada 89145
Telephone:

IX. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?

The court(s) will hold a Final Approval Hearing at <time> a.m. on <date>, in Courtroom <#> before Judges Andrew Gordon and Joseph Hardy at the _____.

At this hearing, the court(s) will consider whether the settlement is fair, reasonable, and adequate. The purpose of this hearing is for the court(s) to determine whether to grant final approval to the settlement. If there are objections, the court(s) will consider them. The court(s) will listen to people who have made a timely written request to speak at the hearing. This hearing may be rescheduled by the court(s) without further notice to you. You may check the settlement website identified in Section III above to confirm that the date has not been changed. **You are not required to attend** the Final Approval Hearing,

although any class member is welcome to attend the hearing.

X. HOW DO I GET MORE INFORMATION ABOUT THE SETTLEMENT?

You may call the Claims Administrator at <phone> or write to *Coyne, et al. v. Las Vegas Metropolitan Police Department*, Claims Administrator, c/o APEX Class Action; or contact Class Counsel at _____ or email at _____.

This notice summarizes the settlement. More details are in the settlement agreement. You may receive a copy of the settlement agreement or other court documents by going to the Claims Administrator's website at <website>.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

BAILEY ♦ KENNEDY
8984 SPANISH RIDGE AVENUE
LAS VEGAS, NEVADA 89148-1502
(702) 562-3820

Exhibit “B”

Exhibit “B”

LIST OF OPT-IN PLAINTIFFS IN FEDERAL COLLECTIVE ACTION

1. Lucas Abbott
2. Jamison Abbott
3. Seth Acda
4. Carlos Acevedo
5. Francisco Acosta
6. Jose Acuna-Inigo
7. Jacob Adams
8. Zach Adams
9. Keith Adams
10. Michael Adcox
11. Phillip Adkins
12. Jonathan Adkisson
13. Frank Agatone
14. Anthony Aguilar
15. Henri Aguilar
16. Anthony Aguilar
17. Jose Aguilar
18. Joseph Aguilos
19. Patricia Aguirre
20. Jason Ahlin
21. George Ajam
22. Shahrir Alamgir
23. Daniel Alatorre
24. Jose Alcala
25. Joshua ALeach
26. Tyler Aleiwe
27. James Aleman
28. Michael Alexander
29. Mayhnor Alexander
30. Alejandro Alfaro
31. Joseph Alicastro
32. Brendan Allen
33. Leah Ann Allen
34. Trenzel Allen
35. Michael Allen
36. Brandon Alvarado
37. Steven Alvarado
38. Steven Alvarado
39. Evelyn Alvarado
40. Kimberly Guzman Alvarado
41. Steven Alvarado
42. Lisa Alvarez
43. Joshua AMelvin
44. Fredrick Ammons
45. Joseph Anacta
46. Travis Andersen
47. Evan Anderson
48. Eric Anderson
49. Jeff Anderson
50. Robert Anderson
51. Robero Angulo, Jr
52. Antonio Jesse Araiza
53. Trevor Arevalos
54. Adam Arko
55. Victor Armendariz
56. Manuel Arreola
57. Eduardo Arteaga
58. Brian Artis
59. Todd Ashworth
60. Michael Atienza
61. Kurtis Atkinson
62. Robert Atwood
63. Ricardo Auerbach
64. Shawn Auger
65. Kyle Aurelio
66. Nathan Austin
67. Jazzmin Avalos
68. Alexis Ayala
69. Daniel Ayala-Harrison
70. Marissa Bachman
71. Michael Bacon
72. Jean Baek
73. Marc Bailey
74. Cedric Bailey, Jr
75. Cedric Bailey, Jr
76. Stephen Baker
77. Juan Carlos Balasabas
78. Ben Baldassarre

1	79. Ryan Balint	120. Edson Bermejo
2	80. Brian Ballinger	121. Alexandria Berriman
3	81. Ian Baluyot	122. Omeika Berry
4	82. Rommel Barba	123. Bryan Bertges
5	83. Kier Barjon	124. John Bethard
6	84. Ashley Barney	125. Wade Bettencourt
7	85. Blake Barnum	126. Brian Bettencourt
8	86. Coleman Barnum	127. Jonathan Beyer
9	87. Kevin Barraza	128. Clayton Bikle
10	88. Raymond Barrett	129. Tristan Bisch
11	89. Mark Barriga	130. Jacob Bittner
12	90. Jennifer Barron	131. Angela Bjornli
13	91. Christopher Basch	132. Skeeter Black
14	92. Trevor Basset	133. Christopher Black
15	93. Andre Bates	134. Hunter Black
16	94. Everett Bates	135. Daniel Blount
17	95. Ian Bates	136. Daniel Blount
18	96. Victor Bautista	137. Curtis Boldman
19	97. Johnny Bazemore	138. Curtis Boldman
20	98. Hunter Beal	139. Cedric Boney
21	99. Dennis Bee	140. Cody Bonner
22	100. Craig Beemer	141. Tracy Bonner
23	101. Kenneth C Beene	142. Kyle Booth
24	102. Rawlin Behunin	143. Mark Bordoni
25	103. Mark Belanger	144. Kurt Borggard
26	104. Sean Belcher	145. Kurt Borggard
27	105. Luke Belisle	146. Jose Borja
28	106. Shanice Bell	147. Robert Boschetti
	107. Gerard Bello	148. Robert Boschetti
	108. Jacobo Belloso	149. Randy Boschetti
	109. Joseph Belmonte	150. Manuel Botelho
	110. Victor Benavides	151. Chhalo Bou
	111. Scott Benes	152. Kendrick Bourne
	112. Jeffery Bengel	153. Clarence Bowden
	113. Brian Benitez	154. Jacob Bowman
	114. Gerryl Bennett Jr	155. Ryan P Boyle
	115. Dionne Bennett	156. Jeremy Bozarth
	116. Katherine Benzine	157. Robert Bradley
	117. Christiano Berbe	158. Gary Brandenberg
	118. Derek Berger	159. Justin M Brandstetter
	119. Derek Berger	160. Dawson Brandt

1	161. Corey Brathor	202. Baron Bybee
2	162. Jared Brathor	203. Jordan Byers
3	163. Alberto Bravo	204. Trent Byrd
4	164. Erik Brcic	205. Jose Cabada
5	165. Dorothea Brewer	206. Webster Cabasa
6	166. Michael Brewer	207. Michael Cable
7	167. Joseph Bringhurst	208. Antonio Cabrera
8	168. Michael Brinkley	209. David Cabrera
9	169. Mario Briones	210. Stephanie Cabrera
10	170. Gabriel Broadway	211. Jonnathan Cabrera
11	171. John Brokaw	212. Raul Cabrera
12	172. Brian Brollini	213. Johnathan Calderon
13	173. Joshua Bromley	214. Rachel Calderon
14	174. Timothy Brooks	215. Blayne Calizo
15	175. Ryan Brown	216. Richard Callejas
16	176. Boyd Brown	217. Garrett Callender
17	177. Erin Brown	218. Ronaldo Calvillo
18	178. Reginald Brown	219. Leah Camacho
19	179. Ryan Brown	220. Zachary J Cambier
20	180. Aaron Brown	221. Kelly Camp
21	181. Reginald Brown	222. Patrick Campbell
22	182. Nicole Brown	223. Jose Campos
23	183. Devin Brown	224. Luis Campos
24	184. Robert Brown	225. Kevin Canales
25	185. Phillip Bruen	226. Justin Candolesas
26	186. James Bryant	227. Kelly Cannon
27	187. Andrew Buckland	228. Gabriel Cano
28	188. George Elijah Buencamion	229. Irene Canton
	189. Bruce Bulaglag	230. Cesar Cantu
	190. Spencer Bunker	231. Martin Carillo, Jr
	191. Brenden Burbrink	232. Eric Carlson
	192. Tyler Burgess	233. Carlos Carreon
	193. Austin Burgueno	234. Homar Carrillo
	194. David Burkely	235. Jonathan Carrington
	195. Brandon Burks-Chapman	236. Cameron Carter
	196. Jacoby Burns	237. Jared Casper
	197. Denton Burt	238. Jillian Casper
	198. James Burt	239. Kristine Castagnino
	199. Travis Busby	240. William Castagnino Jr
	200. Ronald Butler	241. Georgina Castaneda
	201. Vladimir Butler	242. Andrew Castaneda

1	243. Cesar Castaneda	284. Brett Clashman
2	244. Jacob Castile	285. Rachel Cleary
3	245. Cindy Castillo	286. Brice Clements
4	246. Richard Castillo	287. James Close
5	247. Zachary Peter Joseph Castillo	288. Corey Coaley
6	248. William Catricala	289. Sean Cody
7	249. Dan Cazares	290. Philip Coe
8	250. Angel Ceballos	291. David Cohen
9	251. Marcos Cerrate	292. Chris Colacurci
10	252. Raleigh Cervantes	293. Johnathan Cole
11	253. Sergio Cervantes, Jr	294. Joel Collins
12	254. Curry Chamberlain	295. Russell Collins
13	255. Eric Chambray	296. John Collins
14	256. Francis Champa	297. Jermaine Collins
15	257. Derrick Chandler	298. Matthew Colon
16	258. JoVon Charles	299. Kevin Conaway
17	259. Michael Chatteron	300. Trevor Connell
18	260. David Chavez	301. Lorin Cook
19	261. Antonio Chavez	302. Darrell Cook
20	262. Demetrio Chavez	303. LaRon Cooke
21	263. Oscar Chavez	304. Tyler Cooney
22	264. Christian Chavez	305. Melinda Cooper
23	265. Leon Chavez	306. James Covert
24	266. Jose Chavez	307. Jason Covert
25	267. Enrique Chavez	308. Willis Cordell
26	268. Doffard Robert Cheatwood	309. Anton Cordero
27	269. Guillaume Chevalier	310. Benjamin Coreas
28	270. Dustin Childs	311. Benjamin Coreas
29	271. Kyle Christian	312. Diego Corona
30	272. Kylee Christian	313. Sergio Corona
31	273. Colton Christiansen	314. Julio Corral
32	274. Ziyad Christon	315. Steven Corry
33	275. Krystian Chudoba	316. Kyle Corso
34	276. David Chung	317. Jorge Cortes-Hernandez
35	277. Michael Church	318. Gavin Coto
36	278. Santina Cimi	319. Dennis Coughlin
37	279. Dominick Cipriano	320. Ryan Courtney
38	280. Dominick Cipriano	321. Frank Cremen
39	281. Joseph Citelli	322. Mauricio Cristales
40	282. Richard Clark	323. Jahmaal Crosby
41	283. Daniel Scott Clark	324. Jahmaal Lee Crosby

1	325. David Crunden	366. Anthony DiNofa
2	326. Charles Cruz	367. Tabitha Dionisio
3	327. Raymundo Cruz	368. Manuel Diuguid
4	328. Daniel Cruz	369. Nicholas G Doble
5	329. Tyron Culverson	370. Dominic Dominguez
6	330. Angelina Justine Cuygan	371. Antonio Dones
7	331. Randy DaisieNeilson	372. Alan Dong
8	332. William Dalley	373. Connor Donohue
9	333. Norris Daniel	374. Gilbert Dorado
10	334. Nolan Daniel	375. Tim Dorion
11	335. Nolan Daniel	376. Chad Dougherty
12	336. Milanovic Darko	377. Tyrone Drain
13	337. Benjamin Davis	378. Matthew Drake
14	338. Edgar De Jesus	379. Brian D Drake
15	339. Jason De La Garrigue	380. Franklin Draling
16	340. Jose De La Torre	381. Taylor Dudley
17	341. Alejandro De La Torre	382. Taylor Dudley
18	342. Antonio De La Torre	383. Adrian Duenas
19	343. Cynthia De La Torre	384. Nathan Duenas
20	344. Jason De La Rosa	385. Isai Duron
21	345. Christopher Deang	386. Unique Durrough
22	346. Eric Deedon	387. Sean Dworjan
23	347. Torey Defauw	388. Joey Echevarria
24	348. Jacobd DeJarnette	389. Christopher D Edwards
25	349. Steven Del Pozo	390. Christopher Edwards
26	350. Omar Del Rio	391. Anthony Edwards
27	351. Juan Deleon	392. Jayden Eggleston
28	352. David Deleon	393. Paul Elizondo
	353. Matthew Delporte	394. Alex Elkind
	354. Daniel Deras	395. James Ellis
	355. David DeRasmo	396. Preston Ellis
	356. Samuel DeVaney	397. Rico Endozo
	357. Lorraine Devery	398. Brandon Englert
	358. Andrew DeVito Jr	399. Shania Enokenwa
	359. Santino DeWreede	400. Matthew Eschker
	360. Victor Dias	401. Joaquin Escobar
	361. Alondra, Diaz	402. John Matthew Esguerra
	362. Dallas Diaz	403. Jorge Espadas
	363. Dallas Diaz	404. Josue Esparza
	364. Hayden Dimick	405. Elijah Espejo
	365. Michael Dimmick	406. Juan Espinoza

1	407. Matthew Etzel	448. Brennen Foster
2	408. Bermejo Euson	449. David Foster
3	409. Craig Evan	450. Theodore Foth
4	410. Dominick Fabbri	451. Brandon Foust
5	411. Ecco Faison	452. Austin Fox
6	412. Danielle Faller	453. Robert Frank
7	413. Thomas Faller	454. Marlin Frazier
8	414. Anthony Farina	455. Tiffany Frederick
9	415. Jakob Farmer	456. Michael Freeman
10	416. Briana Faroni	457. Jake Freeman
11	417. Richard Farris	458. Rainier Frost
12	418. D'Metre Farris	459. Daniel Frumkin
13	419. Catalina Favela	460. John Fullington
14	420. Jesus Faz	461. Eliseo Gadea
15	421. Sarah Fecteau	462. Zachary Gainey
16	422. Abraham Felix	463. Delford Gainey
17	423. Jonathan Fennell	464. Jaime Gallegos Jr
18	424. Jake Ferdinand	465. Abraham Gamboa
19	425. Viviana Ferlini	466. Theodore Gancheff
20	426. Joseph Fernandez	467. Darius Gantt
21	427. Bryan Fernandez	468. Gia Gaona
22	428. Miriam Fernandez	469. Desiree Garces
23	429. Joshua Ferreiro	470. Christian Garcia
24	430. Ashley Fesler	471. Brandon Garcia
25	431. Ryan Fesler	472. George Garcia
26	432. Monty Fetherson	473. Andrew Garcia
27	433. Anthony Fiato	474. Steven Garcia
28	434. Moses Fierro	475. Michelle Garcia
	435. Monica Fitzpatrick	476. Marhlene Garcia
	436. Jasmina Flanigan	477. Michael Garcia
	437. Kairo Flores	478. Adriana Garcia
	438. Maximino Flores	479. Isaiah Garcia
	439. Michael Flores	480. Jorge Garcia
	440. Shadaevon Floral	481. Justin Garcia
	441. Keith Flowers	482. Anthony Garcia, Jr
	442. Brett Flygare	483. Michael Garcia
	443. Jared Ford	484. Manuel Gardea
	444. Shawn Ford	485. Nicholas Gardner
	445. Victor Forero	486. Craig Garnett
	446. Brian Fortner	487. Collin Garred
	447. Tyler Fosnaugh	488. David Garrelts

1	489. Steven Garrett	530. Oswaldo Gonzalez
2	490. Robert Garris	531. Alexander Gonzalez
3	491. Amber Gaskill	532. Daniel Gonzalez
4	492. Jason Gathring	533. Eduardo Gonzalez
5	493. Cody Gault	534. Jason Gonzalez
6	494. Andi Georgescu	535. Jose Gonzalez
7	495. Tyler Georgi	536. Hector Gonzalez
8	496. Robert Gerber	537. Jose Gonzalez
9	497. Quincy Gibbons	538. Luciano Gonzalez
10	498. Josh Giese	539. Andre Gonzalez
11	499. Chandler Gifford	540. Jason Gonzalez
12	500. Michelle Gil	541. Oswaldo Gonzalez
13	501. Raphael Gil	542. Brandon Goodnough
14	502. John Gillenwater	543. Brandon Goodnough
15	503. Ryan Gillihan	544. Larry Gordon
16	504. Roger Gillum	545. Leah Gornichec
17	505. Alan Gimenez	546. Robert Grabowski
18	506. Ernest Giovannoni	547. Michael Graca
19	507. Victoria Giraud	548. Fernando Grajeda
20	508. Edward Giron	549. Alberto Gramajo
21	509. Troy Givens	550. Jonathan Grant
22	510. Ryan Glass	551. Raymond Gray
23	511. Matthew C Glover	552. Raymond Gray
24	512. Robert Glowinski	553. Krystle Grayson
25	513. Alex GMarquez, Jr	554. Anthony Grecco
26	514. Luis Godinez	555. James Greeley
27	515. Ashlee Goehring	556. Malik Grego-Smith
28	516. Chris Gogue	557. Joshua Griffith
	517. Chastity Gohr	558. Frank Grillo
	518. Chastity Gohr	559. Corey Grimes
	519. Alexander Gomez	560. Timothy Gross
	520. Marcos Gomez	561. Victor Guajardo
	521. Nicholas Gomez	562. Samuel Guerra
	522. Jim Gomez	563. Aaron Guerrero
	523. Eutiquio Gomez	564. Paul Guerrero
	524. Justin Gomez	565. LaToya Guidry
	525. Alonzo Gomez	566. Latoya Guidry
	526. Jim Gomez	567. Lee Guillen
	527. Ulysses Gomez	568. Trey Guilleo
	528. Xavier Gomez	569. Cameran Gunn
	529. Alexander Gomez	570. Diego Gutierrez

1	571. Ivan Gutierrez	612. Brett Hayden
2	572. Edwin Gutierrez	613. Teddi Hayes
3	573. Janette Gutierrez	614. David Mel Hayes
4	574. Tim Guynn	615. Stephen Hayner
5	575. Alberto Guzman	616. Joseph M Hearns
6	576. David Gyger	617. Charles Hearrell
7	577. Nicholas Hajduk	618. Garrison Heather
8	578. Spencer Hale	619. Brandon Heim
9	579. Kevin Hall	620. Cordell Hendrex
10	580. Wellington Hall	621. Gabriel Hendricks-Takeda
11	581. Denean Hallman	622. Robin Hendricks-Takeda
12	582. James Hames	623. Alan Hennig
13	583. Myron Hamm	624. Jason Henry
14	584. Brian Hammerbeck	625. Magen Henry
15	585. Cory Hammerbeck	626. Jacob Henry
16	586. Kyle Hamon	627. Peter Herasimtschuk
17	587. Danny Hand	628. Hector Hernandez
18	588. Charles Hank	629. Brian Hernandez
19	589. Sean Hankerd	630. Sebastian Hernandez
20	590. Maile Hanks	631. Vanessa Hernandez
21	591. Collin Hannay	632. Victor Hernandez
22	592. Brendan Hansen	633. Erik Hernandez
23	593. Jeremy Hanson	634. Christian Hernandez
24	594. Karli Harden	635. Ernesto Hernandez
25	595. Cameron Harmon	636. Hannah Herndon
26	596. Jonathan Harrington	637. Marisela Herrera
27	597. April Harris	638. Auston Herrera
28	598. Larry Harris	639. Jimmy Herrera
	599. Jessica Harris	640. Brock Hershberger
	600. Frank Harrison	641. Ramon Hiestand
	601. Chris Hart	642. Thomas Hill
	602. John Hartner	643. Gregory Hilton
	603. Darnell Harvey	644. Scott Hinckley
	604. Greg Harvey	645. Jaquoia Hnason
	605. Joseph Hasenstab	646. Thomas A Hoag
	606. Zachary Hassett	647. Nathan Hoeffner
	607. Robert Hassler	648. Allen Hogan
	608. Steve Hatch	649. Alexis Holder
	609. Casey Hausman	650. Kelly Holloway II
	610. Casey Hausman	651. Oscar Holm
	611. Nicolette Hawkins	652. Gregory Holotik

1	653. Andrew Homnack	694. David Jacobi
2	654. Kason Horlacher	695. Luis Jacobo
3	655. Darius Houghton	696. Jeffrey Jacobs
4	656. Jonathan Houghton	697. Ahum Jah
5	657. Andrew Howard	698. Miguel Jahuey
6	658. Thomas J Howell	699. Mark Jamora
7	659. James Huber	700. Erik Janecek
8	660. James Huber	701. Cameron January
9	661. Charles Huff	702. Alexander Jegge
10	662. Matthew Hughes	703. Matt Jeng
11	663. Adrian Huizar	704. Marcel Jenkins
12	664. Eulic Humes	705. Tomas Jenkins
13	665. Ryan Humphrey	706. Tyler Jennings
14	666. Bradley Hunt	707. Kaden Jensen
15	667. Adrian Hunt	708. David Jeong
16	668. Raymond Hunter	709. Christian Jeter
17	669. Kerry H Hunter	710. Logan Jex
18	670. Sean Hurley	711. Ronald JGonzalez
19	671. Steven Hutchason	712. Jesus Jimenez
20	672. Daniel Hutchings	713. Dolores Jimenez
21	673. William Hutchings	714. Thomas JKeller
22	674. Winston Hutchinson	715. Jeremy Johnson
23	675. Lewis Hykes	716. Jonathon Johnson
24	676. Miguel Ibarra	717. Kyle Johnson
25	677. Moises Ibarra	718. Michael Johnson
26	678. Ion Iliescu	719. Owen Johnson
27	679. Muhammed Inayat	720. Mark Johnson
28	680. Edress Irving	721. Anthony Johnson
	681. Josh Irwin	722. Robert Johnson
	682. William Isbell	723. Eric Johnson
	683. Stephanie Ismerio	724. Jinisha Johnson
	684. Ezra Israel	725. Shiloh Johnston
	685. Joseph Iszkiewicz	726. Garrett Jones
	686. Cindy Iverson	727. Joseph Jones
	687. De'Jour Jackson	728. Eric Jones
	688. Jourdan Jackson	729. Larry Jones III
	689. Tremayne Jackson	730. Justin Jonsson
	690. Jeffrey Jackson	731. Mara Jorgensen
	691. Jermaine Jackson	732. Cody Julius
	692. Sarah Jackson	733. Danielle Kachoian
	693. Andre Jackson	734. Yama Kaio

1	735. Jonathan Kalas	776. Craig Lancaster
2	736. Kabir Kambot	777. Richard Landahl
3	737. Gregory Kapp	778. Lance Landholm
4	738. Supreet Kaur	779. Chavvone Lang
5	739. William Kearnes	780. Daniel LaPolla
6	740. Dominick Keenan	781. Rosemarie Lara
7	741. Nichelle Kelly	782. Christian Larose
8	742. Jacob Kelly	783. Lane Lassiter
9	743. Jennifer Kennedy	784. Tammie Lavender
10	744. Andrew Kershaw	785. Brandon Layne
11	745. Dustin Ketring	786. Austin Lea
12	746. Kathryn Kim	787. Ashton Leahey-Buycsit
13	747. Terry King	788. Peyton Leavitt
14	748. Temenuga Kinman	789. Edward Lebario
15	749. Chris Kinman	790. Collin Lecuyer
16	750. Justin Kiser	791. Brady Ledford
17	751. Daniel Knotts	792. John Paul Lee
18	752. Dillan Knowles	793. Michael Lee
19	753. Ethan Knowles	794. Justin Lee
20	754. Scott Knutson	795. Jason Lee
21	755. Elisa Kofford	796. Kyrstena Lee
22	756. Alec Kolinoski	797. Jessica Lefebvre
23	757. Kevin Kolkoski	798. Aristotle Legaspi
24	758. Kyle Koontz	799. William Leggett
25	759. Christopher Kopf	800. Joseph Legut
26	760. Kevin Koval	801. Donald Lemmon
27	761. Zohn Kovene	802. Imee Leongson
28	762. Logan Kramer	803. Jonah Levy
	763. Meghan Kraut	804. Ryan Levy
	764. Matthew Kravetz	805. Desean Lewis
	765. Brandon Krowicki	806. Paul Lewis
	766. Zachary Kryk	807. Reynante Licerio
	767. Paul Kunz	808. Lan Lieng
	768. Rocky Kutsunai	809. Travis Linder
	769. Raymond Kwan	810. Antonio Lindley
	770. Michael Kyle	811. Jonathan Lipinski
	771. Dagmay Labrada-Ruiz	812. Kyle Lipka
	772. Patric Laducer	813. Jefferson Lippitt
	773. Mark LaFavor	814. Sandeep Liske
	774. Edward Lajoie	815. Jonathan Lo
	775. Quinn Lamboo	816. Andrew Lobanoff

1	817. Joseph Lomaglio	858. Chad Macek
2	818. Kyle Londergan	859. Xavier MacNeill
3	819. Christopher Longi	860. Xavier Madero
4	820. Armando Lonzano-Carrera	861. Tatsumi Madison
5	821. Ricardo Lopez	862. Michael D Madland
6	822. Katelyn Lopez	863. Charlotte Madrid
7	823. Victor Lopez	864. Robert Maes
8	824. John Lopez	865. Arnulfo Magana
9	825. Walter Lopez	866. Jovan Magazin
10	826. Manuel Lopez	867. Thomas Maglich
11	827. Willian Lopez	868. Cody Maika'i-St Louis
12	828. Edgar Lopez	869. Luis Jose Maldonado
13	829. Jose Lopez	870. James Maldonado
14	830. Nancy Lopez-Leyva	871. Anthony Malkovich
15	831. Brian Lopiccolo	872. Tyshuan Malone
16	832. Gaetano Losauro	873. Matthew Malta
17	833. Gaetanov Losauro	874. Kenneth Mancour
18	834. Zachary Louis	875. Jake Manis
19	835. David Loupee	876. David Mann
20	836. David Loupee	877. Jesus Manzanedo
21	837. Derek Lowery	878. Darling Mapes
22	838. Brandon Loyd	879. Caylor Marin
23	839. Jose Loyola	880. Jonathan Marin
24	840. Michael Lozo	881. Morgan Marinello
25	841. Aaron LPerez	882. Anthony Mariscal
26	842. Alexander Lucas	883. Christopher Marquez
27	843. Javier Lucero	884. Xavier Marrufo
28	844. Blair Ludwig	885. Lucas L Marshall
	845. Gregory Ludwig	886. Rex Marshall
	846. James Lugo	887. Justin Mark Martin
	847. Jaymee Luke	888. Michael Martin
	848. Veronica Luna	889. Tyler Martin
	849. Kacee Lundell	890. Richard Martin
	850. Kathleen Lunn	891. Shawn Martin
	851. David Lunt	892. Michael Martin
	852. Andy Luong	893. Irvin Martinez
	853. Kenneth Luzak	894. De'ja Martinez
	854. Craig Lyford	895. Gabriel Martinez
	855. Joshua Lynn	896. German Martinez
	856. Kent Ma	897. Hope Martinez
	857. Steve Maas	898. Irvin Martinez

1	899. John Martinez	940. Dean McKee
2	900. Cesar Martinez	941. Nicholas McKenzie
3	901. Jeremaya Martinez-Boyd	942. William McLaurin
4	902. Parker Marx	943. Steven McNair
5	903. Jenny Marx-Rodriguez	944. Abraham Medina
6	904. Lauramae Aseron Masngkay	945. Tim Medlin
7	905. Steven Mason	946. Demetrio Medrano
8	906. Thomas J Mason	947. Jose Mejia
9	907. Jae K Maston	948. Jacob Mekeel
10	908. Cody Mastrodomenico	949. Joshua Melvin
11	909. Tutulupeatau Mataele	950. Erick Mendez
12	910. Jared Mathis	951. Alejandro Mendez
13	911. Ronald Matlock	952. Michael Mendez
14	912. Avery Mauntel	953. Laura Mendoza
15	913. Christian Maupin	954. Misiker Mengistu
16	914. Sebastian Maupin	955. Misiker Mengistu
17	915. Benedetto Mayer	956. James Merrill
18	916. Benedetto Mayer	957. Gannon Messerlli
19	917. Jorge Mayorga	958. Brent Michaels
20	918. Bohdan Mazor-Garcia	959. Ryan Michaels
21	919. Troy McArthur	960. Mario Michel
22	920. Darren McAurthur	961. Fritz Mijares
23	921. Michael McCarthy	962. Erika Millan
24	922. Erik McCathrin	963. Joshua Millard
25	923. Lucero McComas	964. Dakota Miller
26	924. Kristy McConnell	965. Kyra Miller
27	925. Cory McCormick	966. Jerome Milton III
28	926. Ian McCurdy	967. Jondre Mina
	927. Latasha McDaniel-Ware	968. Christian Miranda
	928. Devlin McDaniels	969. Jonathan Miranda
	929. Quincy McDaniels	970. Cesar Miranda-Rodriguez
	930. Russell McDonald	971. Christopher Mitchell
	931. Joshua McEwen	972. Tory Mitchell
	932. Marcus McFadden	973. Drew Mitchell
	933. Phalon McFate	974. Vanessa Mitchell
	934. Travis McGee	975. Donte Mitchell
	935. Adam McGhee	976. Andrea Mitre
	936. Logan McGhie	977. Andrea Mitrev
	937. Steven McIntire	978. Marc Mojica
	938. Craig McIntosh	979. Daniel Monahan
	939. Keith McIntyre	980. Raul Montelonoo

1	981. Gabriel Montero	1022. Leticia Munoz
2	982. Luis Montero	1023. Michael Munoz
3	983. Daniela Montes	1024. Daniel Murguia
4	984. Jake Montiel	1025. James Murguia
5	985. Jake Montiel	1026. Oscar Murguia
6	986. Anthony Montoya	1027. Garrett Muro
7	987. Gary Moody	1028. Thomas Murray
8	988. Kevin Moore	1029. Matthew Muzdeka
9	989. Brent Moore	1030. Edgar Nahum
10	990. Markeyce Moore	1031. Brandon Najera
11	991. Brent Moore	1032. Jesus Najera
12	992. William Moore	1033. Matthew Nardone
13	993. William Moore	1034. James Nash
14	994. Bryan Moore	1035. Patrick Natali
15	995. Elvis Morales	1036. Vance Neeson
16	996. Michael Mordini	1037. Alan Neitz
17	997. Zarquis Moreira-Garcia	1038. Tate Nelson
18	998. Nicholas Morelli	1039. Jordan Nelson
19	999. Richard Moreno	1040. Austin Nelson
20	1000. Jorge Moreno	1041. Christopher Neri
21	1001. Ramon Moreno	1042. Travis Newberry
22	1002. Tim Morey	1043. Matthew Newman
23	1003. Kristen Morgan	1044. Phong Nguyen
24	1004. Wyatt Morgan	1045. Andrew Nguyen
25	1005. Bianca Morris	1046. Christina Nicholas
26	1006. Giacomo Morris	1047. Christina Nicholas
27	1007. Giacomo Morris	1048. Ryan Nickell
28	1008. Taylor Morris	1049. Joshua Nicomedes
	1009. Alexander Mortel	1050. Shawndra Nitzel
	1010. Richard Mosher	1051. Max Nitzel
	1011. Marco Mosqueda	1052. Erica Nogle
	1012. Joseph Mosqueda	1053. Brandon Noone
	1013. Michael Mota	1054. Jacob Noriega
	1014. Gerald Mott	1055. Jesus Noriega
	1015. Martin Moutafov	1056. Victor Alberto Noriega-Perez
	1016. Dennis Moyer	1057. John Novak
	1017. Carlee Muccioli	1058. Angel Nunez
	1018. Timothy Mullins	1059. Sander Nygaard
	1019. Veronia Munguia	1060. Eric M Nzioki
	1020. Ivens Munoz	1061. Thomas O'Connell
	1021. John Munoz	1062. Ashley O'Keefe

1	1063. Ewelina Obrochta	1104. Kevin Patimeteeporn
2	1064. Jeffrey Ocampo	1105. Johnny Angel Patino Patino
3	1065. Terry Oechslin	1106. Alexander Pavlov
4	1066. Douglas Ogilvie	1107. Vaurice Payton
5	1067. Luis Oliva-Martin	1108. Ryan Peace
6	1068. Timothy K Oneill	1109. Justin Pease
7	1069. Nicholas Ongman	1110. Ciejay Pelayo
8	1070. Shean Oniate	1111. Joshua Pepper
9	1071. Christian Ontiveros	1112. Aracely Percell
10	1072. Josh Orgill	1113. Alexander Perez
11	1073. Sergio Orizabal	1114. Alexander Perez
12	1074. Junior Ornelas	1115. Fernando Perez
13	1075. David Orozco	1116. Eric Perez
14	1076. Tony Ortega	1117. Aaron Louis Perez
15	1077. Stephanie Ortega	1118. Nicholas Perez
16	1078. Carlos Ortiz	1119. Jesus H Perez-Jacobo
17	1079. Juan Ostorga	1120. Miles Peshlakai
18	1080. Danny Ottomanelli	1121. Jake Peters
19	1081. Jared Overacker	1122. Cristian Petriuc
20	1082. Matthew Owaianiaik	1123. Blake Pfiffner
21	1083. Sheri Owens	1124. Shawnee Phillips
22	1084. Michael Ozuna	1125. John Phillips
23	1085. Joshua Ozuna	1126. Waylon Philpot
24	1086. Mario Pacheco	1127. Dean Picmann
25	1087. Juan Padilla	1128. Kirsten Pico
26	1088. Jose Palacios	1129. Zachary Piekarski
27	1089. Sandra Palacios	1130. Brandon Pierce
28	1090. Chad Palmira	1131. Jordan Pierce
	1091. Alejandro Palomino	1132. Chandler Pike
	1092. David Pangan	1133. Paul Pinal
	1093. David Pangan	1134. Anthony M Plank
	1094. Manuel Papazian	1135. Kelly Plantz
	1095. Michael Parabuac	1136. David Plascencia
	1096. Chayse Parenteau	1137. Alis Plott
	1097. Stephen Park	1138. Faaiu Poloa
	1098. Jerad Parker	1139. Mason Pope
	1099. James H Parker, Jr	1140. Ronnie Potts
	1100. Nicholas Parr	1141. John Poulson
	1101. Misael Parra	1142. David Poupart
	1102. Karen Parra	1143. Allan Powell
	1103. Vito Pasqualicchio	1144. Roger Price

1	1145. Travis Puana	1186. Josh Repp
2	1146. Colton Pulsipher	1187. Pedro Retuerto-Arenas
3	1147. Michael Purcaro	1188. Efrain Reyes
4	1148. Jacob Qua Fun	1189. Asael Reyes
5	1149. Jacob Quan Fun	1190. Gerardo Reyes
6	1150. Robin Quarndtrom	1191. Bryan Reyes
7	1151. Arturo Quezada	1192. Eduardo Reyes
8	1152. Joseph Quidachay	1193. Derek Reynolds
9	1153. Kyle Quimiro	1194. Kendall Reynolds
10	1154. Ronald Quintana	1195. Kyle Reynolds
11	1155. Jeremy Quintana	1196. Claudio Reynoso
12	1156. John Quintana	1197. Edgar Reynoso
13	1157. Issac Quintero	1198. Richard Rhoads
14	1158. Jessica Quirino	1199. Rockney Ricafrente
15	1159. Preston Quirt	1200. Wade Rice
16	1160. Kyle Race	1201. Jordan Richards
17	1161. William Rader	1202. Raymond Richardson
18	1162. Rosario Ragusa	1203. Jeremy Richter
19	1163. Praveen Raj	1204. Anthony Rico
20	1164. Janet Raj	1205. Joaquin F Rico
21	1165. Janet Raj	1206. Alex Ridley
22	1166. Esmael Rajabi	1207. Stephen Riedy
23	1167. Charles Ralyea	1208. Christopher Ries
24	1168. Marina Ramierez	1209. Robert Rietjens
25	1169. Jimmy Ramirez	1210. Stefano Riggs-Ruber
26	1170. Karina Ramirez	1211. Osvaldo Rincon-Mendez
27	1171. Gabriel Ramirez	1212. Nicola Rinella
28	1172. Gary Ramirez	1213. Felipe Ritz Jr
	1173. Maria Ramirez	1214. Gianni River
	1174. Iris Ramirez-Chavez	1215. Miguel Rivera
	1175. Frank Ramos	1216. Richard Rivera
	1176. William Ramos	1217. Miguel Rivera
	1177. Delkis Ramos-Pastona	1218. Kevin Rivera
	1178. Carlos Rangel	1219. Carlos RMorales
	1179. John Recrio	1220. Bradley Roberts
	1180. Bryson Redd	1221. Scott Roberts
	1181. Connor Reich	1222. Bradley Roberts
	1182. Sean Reilly	1223. Damina Robertson
	1183. Gregory Reinert	1224. Kyle Robertson
	1184. Joseph Reiter	1225. Jeremy Robertson
	1185. Jared Repp	1226. Victor Robinson

1	1227. Jorge Robles	1268. Christopher Ruelas-Woods
2	1228. Hunter Roch	1269. Lissette Ruiz
3	1229. Bryan Rocha	1270. Juan Ruiz-Suazo
4	1230. Lilibeth Rodriguez	1271. Tevin Russell-Stewart
5	1231. Ivan Rodriguez	1272. Joed Ruth
6	1232. Jovanny Rodriguez	1273. Yolanda RWard
7	1233. Audel Rodriguez	1274. John RyanFernandez
8	1234. Marlon Rodriguez	1275. Thomas Rybacki
9	1235. Ulises Rodriguez	1276. Thomas Rybacki
10	1236. Jovanny Rodriguez	1277. Frank Rycraft
11	1237. Ronald Rodriguez	1278. Alexander Ryndak
12	1238. Hervin Rodriguez	1279. Cory Rynearson
13	1239. Matthew Rodriguez	1280. Erik Saari
14	1240. Raphael Rodriguez	1281. Rudy Sacba
15	1241. Michael Roe	1282. Ruben Saenz
16	1242. Fady Rofael	1283. Ashley Sainz
17	1243. Jessica Rogers	1284. Bradley Sakoff
18	1244. Lyle Rohan	1285. Jeannette Salas-Chavez
19	1245. Abraham Rojas	1286. Marlon Salazar
20	1246. Steven Rollo	1287. Steven Salgado
21	1247. Abdiel Roman	1288. Anthony Salinas
22	1248. Rocky Roman	1289. Ariel Sally
23	1249. Enrique Romano	1290. Chris Same
24	1250. Lorie Romero	1291. Troy Sammons
25	1251. Paul Rosado	1292. Kolton Sampson
26	1252. Brettney Rose	1293. Manuel San Martin
27	1253. Danny Rose	1294. Stephanie Sanchez
28	1254. Jason Rose	1295. Erik Sanchez
	1255. Benjamin Rose	1296. Oscar Sanchez
	1256. Michael Rose	1297. Erik Sanchez
	1257. Amanda Rosenthal	1298. Mark Sanchez
	1258. Michael Ross	1299. Mark Anthony Sanchez
	1259. Joseph Rossi	1300. Jesse Sanchez-Serge
	1260. Andre Rossi	1301. Noel Sanchez
	1261. Kevin Roundy	1302. Keenan Sanders
	1262. Joshua Rowberry	1303. Gustavo Sandoval
	1263. Chad Rowlett	1304. John Santacruz
	1264. Sabrina Roybal	1305. Anthony Santana
	1265. Benjamin RPickens	1306. Adrian Santana
	1266. Lourdes Rubio	1307. Neil Santiago
	1267. Jonathan Ruchel	1308. Geren Santos

1	1309. Michael Santoyo	1350. Alexandra Shott
2	1310. Jerry Saribay	1351. Austin Shupe
3	1311. Jose Saucedo	1352. Michael Sian
4	1312. Steven Saxon	1353. Danielle Siconolfi
5	1313. Mark Sayas	1354. Vanessa Sierra
6	1314. Christopher G Schallipp	1355. Jacob Siguenza
7	1315. Andrew Schanda	1356. Christopher Silveroli
8	1316. John Schatzan	1357. Damario Simmons
9	1317. Justin Scheeler	1358. Joshua Simms
10	1318. Matthew Schmidt	1359. Christion Sims
11	1319. Jacob Schmidt	1360. Qwavariya Sims
12	1320. Matthew Schmidt	1361. James Sink
13	1321. Marcus Schoeffel	1362. Brandon Sink
14	1322. Tyson Schrader	1363. Noah Sirkel
15	1323. Paul Schreiber	1364. Lazar Siroyan
16	1324. William Schroeder	1365. Tony Sithong
17	1325. Joshua Schulz	1366. Jeffrey Sitko
18	1326. Stephen Schumaker	1367. Eric Skolowski
19	1327. Anthony Scott	1368. Curtis Slate
20	1328. Chasity Scott	1369. Nathan Smallridge
21	1329. Eddie Scott	1370. Cierra Smith
22	1330. Stephanie Scott	1371. Lori Smith
23	1331. Marquis Scott	1372. Terron Smith
24	1332. Chastity Scott	1373. Jonathan Smith
25	1333. Vincen Segura	1374. Kyle Smith
26	1334. Anthony Seitz	1375. Cory Snyder
27	1335. Marcel Selmon, Jr	1376. Cesar Sodano
28	1336. Eric Selvey	1377. Kimara Soffe
	1337. Daniel Coyne	1378. Guerman Sokolov
	1338. Sean Bollig	1379. Jonathan Solis
	1339. Lance Serena	1380. Eduardo Solis
	1340. Omar Serna-Macias	1381. Samuel Solorio
	1341. Philip Serov	1382. Ian Sommers
	1342. Erik Serrano	1383. Keith Sonetti
	1343. Charlie Serrano	1384. Elle Sonnet
	1344. Roy Seymore	1385. Randy Sorenson
	1345. Christopher Shaddox	1386. Joshua Soriano
	1346. Ian Shannon	1387. Fernando Sotelo
	1347. Brandon Shatraw	1388. Abraham Soto
	1348. Karen Sherman	1389. Abraham Soto
	1349. Aric Shin	1390. Jazz Spivey

1	1391. Evan Spoon	1432. Steven Thompson
2	1392. Michael Springer	1433. Robert Thorne
3	1393. Michael Springer	1434. Antonio Tinajero
4	1394. Corey Staheli	1435. Carmen Tirado
5	1395. Christopher Stanek Jr	1436. George TLaster
6	1396. Jake Stegman	1437. Luis Tlatenchi
7	1397. Zachary Steiber	1438. Laura Toland
8	1398. Robert Stephenson	1439. Mark Tolentino
9	1399. Jazzlyn Stewart	1440. Alexander Toma
10	1400. Edward Stewart	1441. Tierny Tomburo
11	1401. James Stiegler	1442. Joel Tomlinson
12	1402. Ryan Stiles	1443. Vanessa Torres
13	1403. Gregory Stinnett	1444. Michael Torres
14	1404. Jacob Stoehr	1445. David Torres
15	1405. Kyle Stokey	1446. Jairo Torres
16	1406. Thomas Stone	1447. Miguel Torres, Jr
17	1407. William Stutzman	1448. Michael Torsiello
18	1408. Angela Suarez	1449. Michael Tran
19	1409. Jerry Sulek	1450. Nate Traveller
20	1410. Wilson Sumalpong, Jr	1451. Charles Travis
21	1411. Jim Sutton	1452. Blane Tripp
22	1412. Harley Sutton	1453. Chayton Tromba
23	1413. Donald Sutton III	1454. Brandeis Truman
24	1414. Christopher Swallia	1455. Isaiah Tuiolemotu
25	1415. Daniel Swanson	1456. Jace Turner
26	1416. Travis Swartz	1457. Jordan Turner
27	1417. Savanna Sweet	1458. Guy Turner
28	1418. Alexander Szukiewicz	1459. Derrick D Turner
	1419. Ryan Tablado	1460. Justin Turney
	1420. Yesenia Tadeo	1461. Darrin TWalker
	1421. Julia Tafesh	1462. Ryan Ulrich
	1422. James Tam	1463. William Umana
	1423. Sedrick Tarver	1464. William Umana
	1424. Matthew Taylor	1465. Iakopo Unaite
	1425. Luis Terrones	1466. Sonny Uranich
	1426. Justin Terry	1467. Kaid Urban
	1427. Justin Terry	1468. Issac Uribe
	1428. Ryan Thacker	1469. Eduardo Uriostegui
	1429. Melissa Thoman	1470. Martin Urriola
	1430. Donell Thomas	1471. Daniel Valdez
	1431. Steven Thomas	1472. Antonio Valencia-Barajas

1	1473. Jann Gabriel Valeza	1514. Kaysea Wadley
2	1474. Elvin-Ron Valle	1515. Raymond Wajde
3	1475. Andrew Valles	1516. Bryce Walford
4	1476. Victor Valles	1517. Howard Wall
5	1477. Dallin Van Buskirk	1518. Shaun Ward
6	1478. Scott Van Nostrand	1519. Matthew Ware
7	1479. David Vargas	1520. Brice Warren
8	1480. David Vargas	1521. Kenneth Warren
9	1481. Josue Vargas	1522. Brice Warren
10	1482. Jose Vargas	1523. Robert Warren
11	1483. Elizabeth Vargas	1524. Scott Washburn
12	1484. Brandy Ace Varner	1525. Zachary Waterhouse
13	1485. Warren Douglas Varner	1526. Clinton Weaver
14	1486. Elif Varsin	1527. Dillon Wedewer
15	1487. Austin Vasquez	1528. Brandon Wedmore
16	1488. Justin Vasquez	1529. Joseph Weghorst
17	1489. Benjamin Vazquez	1530. Jacob Weissman
18	1490. Abraham Vega	1531. Eric Wennerberg
19	1491. Marcos Vega	1532. Daniel Wenzl
20	1492. Cody Vegas	1533. Dunte Wesley
21	1493. Ariel Veliz	1534. Patrick Weslowski
22	1494. Zaira Venegas	1535. Joshua West
23	1495. Leonel Verduzco	1536. Russell White
24	1496. Anthony Vezina	1537. Zachariah White
25	1497. Dean Vietmeier	1538. Justin White
26	1498. Cody Vigil	1539. Stephen White
27	1499. Garos Villa	1540. Leslie White-Rubio
28	1500. Garos Villa	1541. Robert Wicks
	1501. Efren Villa	1542. Airian Wilkins
	1502. Ulises Villarreal	1543. Pamela Willacy
	1503. Daniel Villegas	1544. Alyssa R Williams
	1504. Laura Villicana	1545. Lamar Williams
	1505. Lionel Vincent	1546. Corrie Williams
	1506. Justin Vint	1547. Jennifer Williams
	1507. Jeuri Viramontes	1548. Myron Williams
	1508. Jeuri Viramontes	1549. Tanita Williams
	1509. Marc Viskoc	1550. Torrie Williams
	1510. Colin Vito	1551. Cherokee Williams
	1511. Luis Vivas	1552. Cosandra Williams
	1512. Derrick Vo	1553. Justin Williams
	1513. Robert Voodre	1554. Jahari Willis

1	1555. Aaron Willming	1585. Cresencio Zamora
2	1556. Christopher Wilson	1586. Humberd Zarate
3	1557. Braden Winder	1587. Richard Zavala
4	1558. Diana Wohlers	1588. Jose Zavala
5	1559. Brandon Wolden	1589. Alexander Zerdejas
6	1560. Quinton Wolfe	1590. Casey Zimney
7	1561. Kevin Wood	1591. Eric Zinovich
8	1562. Nathan Workman	1592. Miguel Zuniga
9	1563. Nathan Workman	1593. Victor Gardea
10	1564. Trysten Wright	1594. James K. Kurashige
11	1565. Robert Wright	1595. Daphna Maman [121]
12	1566. Qi Wu	1596. Peter Bicsanszky
13	1567. Amy Wyatt	1597. Alfredo Calata
14	1568. Dustin Xaypanya	1598. Curtis Davis
15	1569. Zhenhan Xie	1599. Ryan Pedroso
16	1570. Mason Yamada	1600. Alfredo Hernandez
17	1571. Terry Yanos	1601. Garrett Fitzgerals
18	1572. Sonman Yarphel	1602. Padilla Mills
19	1573. Jon Yates	1603. Cameron Cozzens
20	1574. Zaccary Yates	1604. Jeffrey Henry
21	1575. Daniel Yoo	1605. Robert Murphy
22	1576. Walter Young	1606. Liovany Garcia
23	1577. Justin Young	1607. Kirt Vesperas
24	1578. Brandon Young	1608. Ty Vesperas
25	1579. Christopher Young	1609. Darin Jones
26	1580. Kevin Yu	1610. Ali Saleem
27	1581. Thomas Zabriskie	1611. Michael Childs Gussen
28	1582. Samantha Zahn	1612. Christina Necas
	1583. Madison Zahn	1613. Jimmy Velasco
	1584. Kevin Zamora	1614. David Denton

Exhibit “C”

Exhibit “C”

MEDIATOR'S RESOLUTION MEMORANDUM

DANIEL COYNE, ET AL. v. LAS VEGAS METROPOLITAN POLICE DEPARTMENT
United States District Court Case No. 2:22-cv-00475-APG-DJA
Clark County District Court Case No. A-22-848354-C

March 11, 2025

As a result of three in-person mediations (on December 12, 2024; January 22, 2025; and March 11, 2025) and multiple phone conferences, conducted by the Honorable Jackie Glass (Ret.), the Parties in above-referenced cases, subject to the approval of the respective Courts under NRCP 23 and the Fair Labor Standards Act, and approval by the Fiscal Affairs Committee, agree to settle the class/collective actions based on the following terms and conditions, subject to the parties executing a formal settlement agreement incorporating these terms and additional material terms.

Settlement Facts, Terms & Conditions

- Total Class Members: Approximately 3,400
 - Federal collective action: 1,598
 - State class action: Approximately 3,400, which includes the 1,598 in the Federal collective action
- Gross Settlement Amount (“GSA”): \$19,000,000.00
- Plaintiffs’ attorney’s fees and estimated costs: \$7,700,000.00.
 - Attorney’s fees: \$7,600,000.00 (40% of the GSA) split equally between Sgro & Roger and Bailey♦Kennedy.
 - Estimated Costs: \$100,000.00.
- Class Representative Incentive Awards: \$30,000.
 - Daniel Coyne: \$15,000
 - David Denton: \$7,500
 - Sean Bollig: \$7,500
- Estimated Class Administration Costs (to be paid out of the GSA to independent third-party class administrator): Not to exceed \$200,000.00.
- The GSA minus attorney’s fees, costs, Class Administration Costs, and incentive awards will determine the Net Settlement Amount (“NSA”).

- Defendant will pay GSA in two payments:
 - First payment: \$9,500,000.00 on or before August 31, 2025
 - Second payment: \$9,500,000.00 on or before August 31, 2026
 - Notwithstanding the foregoing, no payment shall be distributed to class members until after final approval of the class settlement and any appeal, if any, is exhausted. In the event the foregoing occurs after August 31, 2025, the Defendant agrees to place the first payment of the GSA into an escrow account. In the event the foregoing occurs after August 31, 2026, the Defendant agrees to place the second payment of the GSA into an escrow account.
- The Parties will amend the class definitions in the State Action and Federal Action to state that current and former PPA members that worked overtime shifts during the relevant time period are included in the class definitions.
- Defendant agrees to provide the following information to Plaintiffs;
 1. The name of every officer and the corresponding date of every overtime shift worked by the officer for special events, jail and medical facilities overtime from February 1, 2018 through February 1, 2025.
 2. The officer average overtime hourly rate for each year from 2018-2025.

No additional information should be needed unless required by the Court during the approval process.

- Any portion of the NSA that is not distributed to class/collective members after reasonable attempts to do so shall be reallocated and paid to participating class members in a pro rata, secondary payout. The Parties agree that in the Settlement Agreement they will mutually agree upon a time period when reasonable attempts to issue undistributed funds will cease and will be reallocated and paid, pro rata, to participating class members in a secondary payout.
- Defendant agrees to begin — and has begun — paying one hour of overtime to officers who must obtain department vehicles for overtime shifts. If more time is needed, the officer may submit a request for additional payment (pursuant to the LVMPD procedure in effect at the time).
- With respect to other equipment, other than department vehicles, necessary for overtime shifts, Defendant agrees to pay travel time for officers who are required to retrieve/return equipment from/to an LVMPD facility. In amplification of the foregoing sentence, this would not encompass equipment that is not required, or which can be taken home by the officer at the end of a shift. Officers who claim pay for retrieval/return of necessary equipment will need to record his/her time and submit it to the Department pursuant to LVMPD procedure in effect at that time.

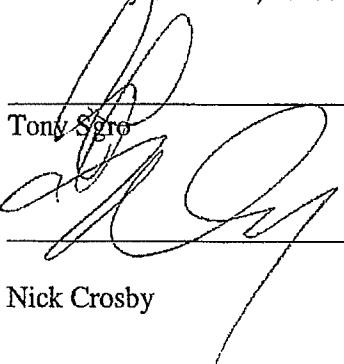
- For officers who have not been issued a Taser and are scheduled to work overtime at a medical facility which requires the officer to obtain a Taser from CCDC prior to the shift, Defendant agrees to compensate officers for his/her time starting from when the Taser was retrieved at the jail, until it is returned back to the jail at the end of the shift — officers will need to record his/her time and submit it on the Overtime Payment Request form, or consistent with LVMPD procedure at the time.
- Following execution of this Mediator's Resolution Memorandum, the Parties agree to file a Stipulation and Order in United States District Court Case No. 2:22-cv-00475-APG-DJA (the "Federal Action"), to allow the following individuals to file a Consent to Join Lawsuit as a Party Plaintiff in the Federal Action: Peter Bicsanzky, Alfredo Calata, Michael Childs Gussen, Cameron Cozzens, Curtis Davis, Garrett Fitzgerald, Liovany Garcia, Jeffrey Henry, Alfredo Hernandez, Darin Jones, Padilla Mills, Robert Murphy, Christina Necas, Ryan Pedroso, Ali Saleem, Jimmy Velasco, Kirt Vesperas, and Ty Vesperas and to withdraw the Consent to Join Lawsuit as a Party Plaintiff of Ron Serano.
- The Parties will enter into mutual releases for only the claims asserted in the class/collective action, which relate to the payment of additional overtime for special event, jail, medical facility shifts. There will be a specific carveout for PERS-related allegations concerning the overtime rate of pay. This carve out, however, cannot be construed as LVMPD's recognition of the viability of any such claims.
- The Parties acknowledge that the Fiscal Affairs Committee must approve this settlement at a public meeting after Federal and State courts have provided preliminary approval of the Parties' settlement. The Parties agree to work together to ensure that the Defendant is in possession of all required documentation for submission to the Fiscal Affairs Committee for approval of this settlement.
- Defendant agrees that it will not oppose, object to, or otherwise comment on Plaintiffs and their counsel requesting court approval of any of the foregoing terms and conditions including, but not limited to, attorneys' fees representing 40% of the GSA, reimbursement of costs, class representative service awards totaling \$30,000 (as outlined above), and/or claims administration costs of up to \$200,000.

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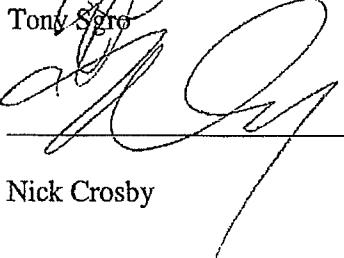
- Plaintiffs and Defendant agree that they will seek (to the extent possible) joint approval (preliminary approval and then final approval) of the entirety of the settlement in both the State class action (A-22-848354-C) and the Federal collective action (2:22-cv-00475-APG-DJA). In connection therewith, the Parties will seek class certification for settlement purposes only. In the event final class certification is not granted by both courts, or the settlement is not approved by either court, this settlement will be null and void.

Agreed to this 11th day of March, 2025.

By: _____ on behalf of Plaintiffs

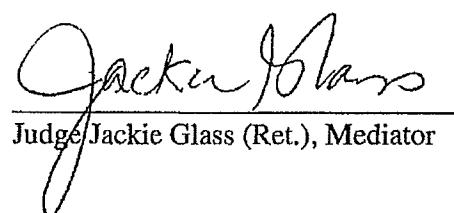

Tony Sgro

By: _____ on behalf of Defendant


Nick Crosby

Pursuant to the standards set forth in *Shuette v. Beazer Homes Holdings Corp.*, 124 P.3d 530 (Nev. 2005) and *Brunzell v. Golden Gate National Bank*, 455 P.2d 31 (Nev. 1969), the Mediator has determined that a 40% contingency fee is fair and reasonable. The Mediator also has determined, based on her experience with this matter and involvement as a neutral mediator throughout the settlement process, that the terms of the settlement are fair, just, adequate, and reasonable for all parties.

Dated: 3/11/25



Judge Jackie Glass (Ret.), Mediator

Exhibit “D”

Exhibit “D”



LAS VEGAS METROPOLITAN POLICE DEPARTMENT
POLICY AND PROCEDURE

Policy: 11.545, *Overtime and Compensatory Time*
Volume: 11 - Finance
Chapter: 5 - Payroll and Compensation
Revised: 9/2024, 4/2025

11.545 OVERTIME AND COMPENSATORY TIME

It is the policy of this department to responsibly manage and minimize overtime and call-back expenditures while not interfering with public service (see LVMPD [11.540, Requesting Reimbursable Overtime](#)).

Types of Overtime and Overtime Compensation

planned overtime	Overtime scheduled to support planned activities.
unplanned overtime	Overtime required due to unforeseen events.
overtime pay	Compensation earned by an employee who is held over on their regular shift or is requested to return to duty at a time that is more than 12 hours after notice is given. Overtime pay is not subject to retirement system contributions.
call-back pay	Compensation earned for returning to duty after the employee has completed their regular shift, is off duty for any period, and returns to work voluntarily or involuntarily, with less than 12 hours' notice. Call-back pay is subject to retirement system contributions in accordance with the employee's effective date of PERS membership and respective applicable PERS policy (see nvpers.org > PERS' Official Policies and NRS 286.025). Call-back pay begins when an employee logs on the radio in a department vehicle or leaves their residence in a personal vehicle. If the call-back is canceled before arriving onsite, the minimum call-back pay will be paid in accordance with the respective collective bargaining agreement.
reimbursable overtime	Overtime that will be billed to and paid by a third party. Reimbursable overtime is primarily managed by a grant analyst, Budget Section, and the Events Planning Section (see LVMPD 11.540, Requesting Reimbursable Overtime).
compensatory time (comp time)	Overtime (excluding call-back and reimbursable overtime) paid in the form of accumulated time off.

Eligibility and Pay

When overtime or call-back is necessary and an employee (who is covered by the Civil Service Rules and is not exempt from overtime under the Fair Labor Standards Act [FLSA non-exempt]) has been directed to work by the Sheriff or designee, the department will pay the employee on a time-and-one-half basis.

Unplanned overtime and call-back must be approved by the employee's supervisor before the employee works unplanned overtime or is called back. All overtime and call-back payment requests must be signed by the supervisor authorizing the overtime (or, if unavailable, next in chain of command) and submitted to the Payroll Section immediately (see LVMPD [11.540, Requesting Reimbursable Overtime](#)). The intent is for Payroll to receive overtime or call-back requests within the pay period the employee worked overtime or call-back. Copies of overtime slips will be maintained at the bureau level for documentation of the purpose of overtime.

Compensatory Time (Comp Time)

Employees have the option of choosing whether overtime hours worked will be paid or accumulated as comp time, except when otherwise specified by the department in accordance with the respective bargaining agreement (this excludes call-back and reimbursable overtime). Once the comp time or overtime slip is completed, it cannot be modified, except under the following circumstances:

1. Death of the employee (payment will be made to the beneficiary); or
2. Involuntary separation of the employee.

Comp time will be accumulated at the rate of one and one-half (1½) times the hours worked and will not accumulate beyond the time allotted in the respective bargaining agreement. Comp time requested will be paid as overtime if employee's comp time balance exceeds the time allotted in the specific bargaining agreements. Accumulated comp time should be utilized prior to separation from the department. Comp time can only be requested in full, half-hour or quarter-hour increments. The scheduling of comp time off will be done in the same fashion as vacation leave.

To request comp time in lieu of overtime, complete the Compensatory Time Request (LVMPD 307), instead of the overtime slip. To request usage of accumulated comp time, complete a Leave Request in Employee Self-Service (ESS) and indicate "Compensatory Time" under Type of Leave. The department has a reasonable period to allow the employee to use comp time when requested (see Mortensen v. Sacramento County, 368 F. 3d 1082). A supervisor may propose a series of optional days for the employee to take if the requested time would disrupt operations or require other employees to work overtime to cover the shift.

This policy does not preclude a supervisor and an employee from voluntarily making a shift adjustment to accommodate activities during a pay period. A shift adjustment must be made during the same pay period and does not require completion of a leave slip or other documentation unless the use of overtime/comp time is done in conjunction with the shift adjustment. A shift adjustment is straight time. The department does not authorize off-the-books owed time, and the banking of hours owed is prohibited. Supervisors are responsible for managing their employees' workweeks and ensuring that they are compensated under federal and state law, and according to department policies, procedures, and contractual obligations.

Management and Oversight of Overtime and Comp Time Balances

Employees are responsible for monitoring their own vacation and comp time balances. They can refer to their bargaining agreement for any additional information regarding the default use of comp time.

On the first paycheck of each month, Payroll will distribute an overtime report to bureau/area commanders detailing the overtime usage charged to their cost center. This report will include employee names, P numbers, the overtime dates worked, the number of hours worked, and the amount paid. The overtime report, the bureau's Budget to Actual Report (SAP transaction Y_RD1_90000003), and copies of overtime slips will provide bureau/area commanders with the information needed to manage overtime expenses. Overtime payment requests must be submitted to Payroll on either the Overtime Payment Request (LVMPD 32), Compensatory Time Request (LVMPD 307), or Callout Payment Request (LVMPD 130).

Overtime Limits

The maximum number of hours employees can work in a 24-hour period is 18. The 24-hour period begins when an employee starts a normal shift or overtime assignment. Any employee who works 18 hours must have at least six hours off duty prior to starting the next on-duty shift.

Approval for an employee to work outside of these restrictions must be made at the bureau commander level or higher. If exigent circumstances extend an employee beyond the 18-hour maximum, measures will be taken to ensure the employee has at least six hours off duty between the next on-duty shift.

Bureau commanders are responsible for monitoring employees' mandatory overtime and/or overtime that results from an incident that extends a normal shift. Bureau commanders of specialized units (e.g., SWAT, Narcotics, Homicide) must ensure that employees do not work more than the maximum number of hours, unless exigent circumstances exist and approved by the division commander.

Employees who violate this policy will be ineligible for voluntary overtime for 30 days.

Prohibited Overtime

Employees who are on sick leave, workers' compensation, FMLA leave, military leave, maternity, paternity, extended or catastrophic leave, modified duty, or suspension are not eligible to work overtime of any kind. (Exception: In accordance with LVMPD 10.272, *Disability Accommodation*, employees in an Americans with Disabilities Act [ADA]-accommodated position may work overtime under certain conditions with the approval from the Risk Management director or by direction of the Sheriff.)

Employees who go leave without pay due to taking leave beyond their accrued leave balances are not eligible to work voluntary overtime for 30 calendar days following the date of leave without pay. Employees who are on suspension are considered suspended from the date and time indicated in the suspension notice until the beginning of their next regularly scheduled workday.

Employees are not eligible to work overtime during their regular duty hours on any day they are on compensatory leave, vacation, bonus, off in lieu of holiday, floating holiday, or professional leave. However, employees can work overtime outside their regular-duty hours during this type of leave and on any regular day off (RDO) during those work periods. Working reimbursable overtime does not relieve the employee from the responsibility of reporting on time for any normal tour of duty. All employees are subject to unplanned overtime, as necessary.

Officers who are on modified duty due to their involvement in a use of force incident are exempt from the prohibition of working overtime. However, these officers will only be allowed to work in positions that have no potential for suspect contact, such as in a Unified Command Post.

Overtime and Call-Back Management

Bureau/area commanders are responsible for closely monitoring all types of overtime and exercising management control of overtime and call-back whenever possible. They will institute effective controls applicable to unit operations to ensure responsible and accountable use of overtime and call-back. Bureau commanders will monitor the Payroll overtime reports, specifically the paycheck report, to ensure the health and wellness of all their assigned employees. It is imperative that the amount of overtime worked does not affect or inhibit the safe performance of their regular job duties.

Unplanned overtime and call-back are rarely able to be approved through the chain of command (with completed forms and all required signatures) before the overtime or call-back is worked. However, it is the responsibility of the bureau/area commander to notify the Chief Financial Officer, through the chain of command, whenever unplanned overtime during any one pay period is expected to or does exceed 10 percent of the total annual overtime budgeted for the unit. This notification may be verbal or written and is to occur within three working days of the close of the pay period.

All planned overtime must be pre-approved by the bureau/area commander. A request for planned overtime that will cause the unit in any one pay period to exceed 10 percent of the total annual overtime budgeted for the unit will be submitted in writing, through the chain of command, to the Sheriff. The request will outline the justification, personnel, classifications, dates, and time of the entire plan for the use of the overtime and, if possible, should be submitted at least one week before the date on which the planned overtime is to commence. The benefits of such use of planned overtime must be clearly indicated. The planned overtime is not to commence until or unless the written request for planned overtime is approved by the Sheriff.

Employees who are subject to overtime (FLSA non-exempt) are required to track and record time worked during non-regular working hours (off-the-clock hours). If an employee is required to work during off-the-clock time, and such work meets or exceeds 15 minutes in the aggregate per day, such time is compensable. The employee is required to report such hours worked to their supervisor in the same pay period that the work occurred.

Electronic mobile device usage time should be compensated only when such use is required as part of an employee's official LVMPD duties. Unless otherwise requested or approved by a supervisor, employees are not required or expected to access LVMPD electronic resources via remote access, nor are employees expected or required to read, send, or respond to electronic communications during off-the-clock hours.

Officers have a duty to report to scheduled shifts with the necessary equipment. In cases where equipment must be retrieved from or returned to an LVMPD facility, officers will be compensated for travel time. Officers will not be compensated for the time spent obtaining equipment that is not required or that can be taken home at the end of a shift. Officers should use only the amount of time necessary for these tasks. To ensure accurate time entries, audits via reports, video, etc., may be conducted.

Special Events Overtime

Officers scheduled to work a special event who are required per the Incident Action Plan (IAP) to retrieve a department vehicle from their assigned bureau/area command prior to an overtime event will:

1. Log on through the mobile data terminal (MDT) using their assigned overtime call sign.
2. Receive an additional hour of pay for travel time (30 minutes each way).
 - a. If officers' travel time exceeds the allotted 60 minutes, they will note the amount of extra travel time in their secure email for the Events Planning Section at the end of their overtime shift, along with their name, personnel number (P#), hours worked, and any event numbers.

Officers who are assigned a take-home vehicle and/or are not required to pick up a department vehicle will note this in their secure email for Events Planning at the end of their overtime shift. Such officers are not eligible for travel time compensation.

Clark County Detention Center (CCDC) Medical Facility Overtime

Officers scheduled to work overtime at a medical facility that requires an electronic control device (ECD) and/or radio will:

1. If not already issued an ECD/radio, obtain them at CCDC not more than 30 minutes prior to the scheduled shift.
 - a. Officers will check with sergeant about equipment requirements.
2. Log in with Dispatch when departing CCDC at the beginning of their shift and advise when they arrive to their assigned medical facility.
 - a. If returning the ECD/radio to CCDC, officers will advise Dispatch of their departure from the medical facility and advise when they have arrived/secured at CCDC.
3. Record the time spent from when the ECD/radio was retrieved at CCDC until the time it was returned back to CCDC and email it to the assigned shift's hospital sergeant and senior LEST.
 - a. This should reflect travel time starting from when the officer retrieved the ECD/radio at CCDC to when they arrived at the medical facility, and then back to CCDC (if returning the ECD/radio).

In cases when the ECD/radio is passed to another officer, there is no need to return it to CCDC or to document the return trip via email. Officers should only document the time actually spent retrieving the ECD/radio or returning it (see also DSD SOP 12.432, DSD Overtime, for specific guidance that applies to overtime within DSD). (9/24, 4/25)■

EXHIBIT 9

**Analysis and Valuation of Las Vegas Metropolitan Police Department Additional Potential
Special Event and Hospital Shifts
Projections Through 2030 and 2035**

**Prepared by Carole M. Amidon-Johnasson, Ph.D.
Director
Berkeley Research Group, LLC**

I. Introduction and Background

1. I have been asked by plaintiffs' counsel to prepare an extrapolation and valuation of the potential number of shifts and potential overtime associated with shifts for special events and hospital time from 2026 through 2030 and, separately, through 2035 based on the policy change of allowing an additional hour of overtime for Special Events requiring the use of a car or additional equipment and 40 minutes for hospital time for similar reasons.¹ This analysis is for the matter styled as *Daniel Coyne, David Denton, and Sean Bollig v. Las Vegas Metropolitan Police Department* (hereafter, "LVMPD"). The extrapolation relies upon the data provided for the plaintiffs (both opt-ins and class members) and publicly available data regarding the number of Las Vegas visitors, the total number of officers, and assumed rates of growth in Special Events and hospital events.

2. The following report details the information reviewed in Section II, the analytical assumptions and the resulting calculations are in Section III, and my qualifications are in Section IV.²

¹ See Final Settlement Agreement w Exhibits.pdf, dated July 20, 2025, at page 9.

² If additional relevant information is received, this report may need to be modified or supplemented.

II. Materials Relied Upon

3. In addition to publicly available data, I have relied on the following information for this report:

- Final Settlement Agreement w Exhibits.pdf
- _SE Rollup Feb-01-18 - Feb 01-25.xlsx
- DSD OT report for Labor.xlsx, and
- RE DSD Payroll Data IWOV-IMANAGE.FID1169598.msg.

The information provided is limited to the officers who worked a Special Event or had hospital duties. For the years of 2018 – 2025, the data provided includes approximately 4,000 unique officer ID numbers who worked either type of event.

III. Analytical Assumptions

4. The information provided by LVMPD contains the shifts worked for Special Events (football games, concerts, etc.), and hospital duties by day and officer. BRG was also provided with the average overtime rate of pay for each year from 2018 through 2025.³ The following table shows the total number of shifts/instances worked for the categories by year from 2018 through 2025 (to date).

Table 1 - Number of Special Event and Medical Facility Shifts

Shift Type	Year							
	2018	2019	2020	2021	2022	2023	2024	2025
Special Event	26,230	32,077	17,736	30,411	40,864	44,858	47,681	3,646
Medical Facility	6,677	9,323	7,782	7,680	8,756	10,202	9,971	707
Total	32,907	41,400	25,518	38,091	49,620	55,060	57,652	4,353

³ RE DSD Payroll Data IWOV-IMANAGE.FID1169598.msg

5. For comparison purposes, I have considered full years between 2019 and 2024.⁴

The number of shifts for the officers has increased by 39.3% percent from 2019 to 2024. The table below shows that the number of special events shifts for the officers increased by 15,604 and the number of hospital shifts increased from 9,323 to 9,971.

Table 2 - Changes in Number of Special Event and Medical Facility Shifts (2019 to 2024)

Shift Type	# of Events		Overall Change	
	2019	2024	# Change	% Change
Special Event	32,077	47,681	15,604	48.6%
Medical Facility	9,323	9,971	648	7.0%
Total	41,400	57,652	16,252	39.3%

6. To estimate the increase in shifts from 2025-2035, I have averaged the increase in visitor volume between 2018-2019 (0.97%) and 2023-2024 (2.07%) based on data from the Las Vegas Convention and Visitors Authority,⁵ shown in the table below. Using the averaged value of 1.52% from these two years will help best avoid the impacts of COVID on shifts.

Table 3 - Changes in Las Vegas Yearly Visitor Volume

Year	Visitor Volume	% Change
2018	42,116,800	
2019	42,523,700	0.97%
2020	19,031,100	-55.25%
2021	32,230,600	69.36%
2022	38,829,300	20.47%
2023	40,829,900	5.15%
2024	41,676,300	2.07%
<u>Las Vegas Visitor Statistics</u> (https://www.lvcva.com/research/visitor-statistics/)		

7. Concurrently, the rate of overtime pay, on average, for LVMPD officers increased from \$58.67 per hour in 2018 to \$68.52 per hour in 2025. This is a 16.79% percent increase

⁴ Covid impacted the number of special events in Las Vegas in 2020 and 2021. Therefore, we are comparing 2019 to 2024 without the decrease in events in 2020 and 2021.

⁵ [Las Vegas Visitor Statistics](https://www.lvcva.com/research/visitor-statistics/) (<https://www.lvcva.com/research/visitor-statistics/>)

between 2018 and 2025. However, the overtime rate increase differed from one year to the next as shown on the table below. The range of increase in overtime is from 0.79% to 4.09% with an average increase of 2.25%.

Table 4 - Changes in Average Hourly Overtime Rate for LVMPD

Year	Average Hourly Rate	Percent Increase
2018	\$58.67	
2019	\$59.41	1.26%
2020	\$59.88	0.79%
2021	\$61.82	3.24%
2022	\$63.28	2.36%
2023	\$65.87	4.09%
2024	\$67.50	2.47%
2025	\$68.52	1.51%

Source: RE DSD Payroll Data IWOV-IMANAGE.FID1169598.msg

8. Based on the information laid out above, I have prepared an extrapolation of the potential overtime due to LVMPD officers due to special events and hospital duties through 2030 and 2035 based on the change in the policy.⁶ I have assumed that the number of shifts in each category would increase in each year between 2026 and 2035 as shown in the table below.

Table 5 - Extrapolation of Number of Special Event and Medical Facility Shifts (2026-2035)

Shift Type	Year									
	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
Special Event	49,142	49,888	50,647	51,417	52,198	52,992	53,797	54,615	55,445	56,288
Medical Facility	10,276	10,433	10,591	10,752	10,916	11,082	11,250	11,421	11,595	11,771
Total	59,418	60,321	61,238	62,169	63,114	64,073	65,047	66,036	67,039	68,058

⁶ See Final Settlement Agreement w Exhibits.pdf, dated July 20, 2025, at page 9.

I have then further assumed that the rate of pay would increase in each year between 2025 and 2035 as shown in the table below.

Table 6 - Extrapolation of Average LVMPD Hourly Overtime Rate (2026-2035)

Year									
2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
\$70.06	\$71.63	\$73.24	\$74.89	\$76.57	\$78.29	\$80.05	\$81.85	\$83.69	\$85.57

Given these assumptions, the additional amount of overtime pay due to LVMPD officers would range from \$3.9 million in 2026 to \$5.5 million in 2035. The total for 2026 - 2030 is estimated to be \$21.2 million. The estimated total for 2026 – 2035 is \$46.7 million.

IV. Qualifications

9. I am a labor economist with a Ph.D. in Economics (2003) from the University of Illinois, Urbana-Champaign. I am currently a Director at Berkeley Research Group (hereafter “BRG”).⁷ BRG is a consulting firm that engages in research on economic issues specializing in the application of economic, econometric, and statistical analysis for litigation. BRG experts have analyzed data for matters involving firms in many sectors, government entities, and institutions of higher education and research.

10. My fields of special interest include computer analysis of large databases, applied econometrics and statistical analysis. For over 25 years I have prepared various studies of employment decisions and employment outcomes for a multitude of companies and industries where the studies involved comparing time entry and payroll systems including analyses regarding the Fair Labor Standards Act compliance, base pay, hiring, promotion, and termination events.

⁷ Berkeley Research Group provides quantitative analysis of economic decisions to a variety of clients, including individuals, corporations, universities, and government agencies. If additional information is obtained that is relevant to this report, it may need to be modified or supplemented. My hourly rate in this matter is \$600.

Prior to my employment at BRG, I was employed at ERS Group for over 15 years and held the title of Principal. Over the past 25 years, I have prepared analyses for both plaintiffs and defendants, as well as for risk assessment. I have provided expert testimony before the OFCCP, in federal court and in state court. My curriculum vitae is contained in Appendix A.

A handwritten signature in blue ink, appearing to read "Carole M. Amidon-Johansson". The signature is fluid and cursive, with "Carole" and "M." being the most distinct parts.

Carole M. Amidon-Johansson, Ph.D.

September 22, 2025

Appendix A

Carole M. Amidon-Johansson, Ph.D.
BERKELEY RESEARCH GROUP, LLC
3520 Thomasville Road, Suite 101, Tallahassee, FL 32309

Direct: 850.402.5109
camidon@thinkbrg.com

SUMMARY

Carole Amidon-Johansson specializes in economic and statistical analyses for labor and employment matters. She routinely provides statistical analyses with regard to allegations of race, gender, ethnicity, religion, and age differences in hiring, promotion, termination, and compensation. She has more than twenty-five years of experience in studying differences in compensation and other terms of employment.

Dr. Amidon-Johansson has provided testimony in state and federal court and before regulating agencies such as the OFCCP. She has analyzed data and provided statistical guidance related to employment issues such as hiring, compensation, promotion, and termination, as well as estimations of damages due to alleged unpaid overtime and off-the-clock work, and damages related to reduction-in-force events and denial of promotions. Dr. Amidon-Johansson has a Ph.D. in economics from the University of Illinois, Urbana-Champaign, a master's degree in economics from the University of Arkansas, and undergraduate degrees in mathematics and economics from Alma College.

EDUCATION

Ph.D., Economics and Finance	University of Illinois, 2003
M.A.	University of Arkansas, 1994
B.A.	Alma College, 1992
Study Abroad Program	University of Aberdeen, 1991

PRESENT EMPLOYMENT

Director, Berkeley Research Group, 2022-present

PREVIOUS POSITIONS

Associate Director, Berkeley Research Group, 2015-2022
Principal, ERS Group, 2009 – 2015
Economist, ERS Group 1999 – 2009
Managing Editor, Bureau of Economic and Business Research, University of Illinois, 1996 – 1999
Research Assistant, Department of Economics, University of Illinois, 1996 – 1998
Teaching Assistant, Department of Economics, University of Illinois, 1994 – 1996
Instructor, Department of Economics, University of Arkansas, 1994
Teaching Assistant, Department of Economics, University of Arkansas, 1993 – 1994

PROFESSIONAL AWARDS, RECOGNITION, AND PRIZES

List of Teachers Rated as Excellent by Their Students (Top 10% of Teaching Assistants), University of Illinois, 1995

University of Arkansas Graduate Student Fellowship, 1992-1994

Alma College National Merit Finalist Scholarship, 1988-1992

Alma College Music Department Scholarship, 1988-1990

National Merit Finalist, 1988

PRESENTATIONS/PROFESSIONAL MEETINGS:

“Examining the Current Trends in OFCCP and EEOC Enforcement of Pay and Hiring Practices” presented through the Knowledge Group, May 2, 2019.

“The 2018 Class Action Landscape: Minimizing Litigation Risks and Challenges” presented through the Knowledge Group, May 17, 2018.

“OFCCP Compensation Requirements and Analysis” presented at the Space Coast Industry Liaison Group conference, January 28, 2015.

“Gender Wage Gap: What Does Your Data Say?” an ERS Group webinar, May 2014.

“Self-Assessment Strategies for the Recruitment of Veterans and Disabled Workers” presented at the National Industry Liaison Group conference, July 30, 2013 and Tampa Industry Liaison Group meeting October 2, 2013.

“The Odds Are In Your Favor” presented at the Alabama Industry Liaison Group conference, August 2012.

“Self-Assessment Strategies for the Recruitment of Veterans and Disabled Workers” presented at the Southeast Industry Liaison Group conference, June 2012.

“2010 Compensation Tune-up: Are Your Pay Practices Ready for Challenges?” an ERS Group webinar, January 2010.

“Demystifying Compensation Analysis: Concepts & Challenges, Part II,” a webinar for the American Association for Affirmative Action’s PDTI 2009 Webinar Series, September 2009.

“Demystifying Compensation Analysis: Concepts & Challenges,” a webinar for the American Association for Affirmative Action’s PDTI 2009 Webinar Series, March 2009.

“Crafting Effective and OFCCP Compliant Affirmative Action Plans,” ERS Group seminar, Orlando, March 2009.

"Weathering the Economic Downturn: Economic and Statistical Analysis for Layoffs," an ERS Group webinar, December 2008.

PUBLICATIONS AND RESEARCH PAPERS:

"Robust Estimation of the Cross-Sections of U.S. Wages and Stock Returns," Ph.D. Dissertation, Department of Economics, University of Illinois at Urbana-Champaign.

Managing Editor, Illinois Statistical Abstract, Twelfth Edition (1997), Eleventh Edition, 1996.

"A Chicago Dome: Economic Development or Empty Promise?" Illinois Business Review, Volume 53, Number 3, 1996. Partially reprinted in USA Today Newsletter, Vol. 125, No. 2619, 1996.

"Why Some Communities Can't Keep Up," Illinois Business Review, Vol. 53, No. 1, 1996.

"Potential Finance Programs for Arkansas Rural Business: A National Survey of Business Financial Programs," (with Bruce L. Dixon and Donald E. Voth), Arkansas County Extension Service, 1993.

PROFESSIONAL ASSOCIATIONS AND MEMBERSHIPS:

American Economic Association

National Industry Liaison Group (NILG)

American Bar Association, Labor and Employment Section

EXHIBIT 10

**DISTRICT COURT
CLARK COUNTY, NEVADA**

DANIEL COYNE, individually and on behalf of those similarly situated; DAVID DENTON, individually and on behalf of those similarly situated; and SEAN BOLLIG, individually and on behalf of those similarly situated,

Plaintiffs,

vs.

LAS VEGAS METROPOLITAN POLICE DEPARTMENT,

Defendant.

Case No. A-22-848354-C
Dept. No. XV

**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

DANIEL COYNE, individually and on behalf of those similarly situated; DAVID DENTON, individually and on behalf of those similarly situated; and SEAN BOLLIG, individually and on behalf of those similarly situated,

Plaintiffs,

vs.

LAS VEGAS METROPOLITAN POLICE DEPARTMENT,

Defendant.

Case No. 2:22-cv-00475-APG-DJA

DECLARATION OF ANTHONY P. SGRO, ESQ. IN SUPPORT OF PLAINTIFFS' MOTION FOR APPROVAL OF ATTORNEYS' FEES AND COSTS

I, Anthony P. Sgro, Esq. declare as follows:

1. I am over eighteen (18) years of age and a resident of Clark County, Nevada. I am the Managing Partner of Sgro & Roger, a Nevada law firm. I have been practicing law for over thirty-six (36) years, with extensive experience in complex civil litigation and labor and employment disputes. I have personal knowledge of and am competent to testify to the matters set forth herein. I submit this Declaration in support of Plaintiffs' Motion for Approval of Attorneys' Fees, Costs, Incentive Awards, and Early Opt-In Awards (the "Fees Motion").

History of Litigation

2. Plaintiffs, on behalf of themselves and all others similarly situated, initiated this case in State Court on February 15, 2022, alleging claims under the Fair Labor Standards Act ("FLSA") and Nevada law against the Las Vegas Metropolitan Police Department's ("LVMPD") for failure to compensate peace officers for work performed before and after scheduled overtime shifts. The action included three different types of overtime assignments: (1) special event overtime assignments; (2) jail overtime assignments; and (3) medical facility overtime assignments. Plaintiffs alleged that for each type of overtime assignment, they received overtime pay for the duration of the scheduled shift time but were not paid for the entire continuous workday because they received no compensation for time spent completing pre-shift and post-shift activities that were integral and indispensable to the principal activities for which they were employed.

3. On March 16, 2022, LVMPD removed this case to Federal Court. On October 3, 2022, the Federal Court declined to exercise supplemental jurisdiction over Plaintiffs' Nevada law claims and ordered that they be severed and remanded back to State Court (the "State Class Action"). Plaintiffs' claims under the FLSA remained in Federal Court (the "Federal Collective Action"). On November 14, 2022, Plaintiffs—in the Federal Collective Action—filed their Motion for Preliminary Certification of a Collective Action for the FLSA claims. On August 15, 2023, the Federal Court granted the Motion for Preliminary Certification.

4. The Federal Collective Action was preliminarily certified pursuant to the FLSA on behalf of the following collective group: "Las Vegas Police Protective Association (PPA) members who have worked one or more Scheduled Overtime Shifts since February 1, 2019, that required the

officer to perform uncompensated pre-shift and/or post-shift work consisting of transporting equipment between the shift site and another designated location.” In addition to the three Class Representatives, 1,595 Metro peace officers initially opted-in to the Federal Collective Action. On June 2, 2025, the Federal Court entered a Stipulation adding 18 additional opt-in plaintiffs and withdrawing 1 in the Federal Collective Action.

5. On June 27, 2024, Plaintiffs filed a First Amended Complaint in the State Class Action, which again addressed three different types of overtime assignments: (1) special event overtime assignments; (2) jail overtime assignments; and (3) medical facility overtime assignments. Plaintiffs again alleged that for each type of overtime assignment, they received overtime pay for the scheduled duration of the shift but were not paid for the entire continuous workday because they received no compensation for time spent completing pre-shift and post-shift activities that were integral and indispensable to the principal activities for which they were employed.

6. Following a lengthy discovery period in the State Court Action as well as the Federal Court Action which included the production, review, and analysis of over one hundred thousand pages of documents, multiple depositions, and written discovery, Plaintiffs—in the State Class Action—moved for class certification under NRCP 23. The class certification motion was fully briefed and set for a hearing in front of the State Court. Prior to the hearing on the motion for class certification, the parties chose to participate in a private mediation in an effort to resolve both the Federal Collective Action and the State Class Action.

7. The parties participated in three, full day, in-person mediation sessions with the Honorable Jackie Glass (Ret.), eventually culminating in a conditional settlement of the Federal Collective Action and State Class Action.

8. Over the next several months, the parties drafted, negotiated, finalized, and executed a formal Settlement Agreement setting forth in detail all of the relevant and material terms of the settlement. The parties then presented the Settlement Agreement to the State Court and Federal Court via a joint hearing on August 15, 2025, and it was preliminarily approved by formal Order by both Courts on August 25, 2025. The Order specified that the present Motion was to be filed by September 22, 2025.

Sgro & Roger's Representation of Plaintiffs

9. Plaintiffs initially retained Sgro & Roger in the Fall of 2021 to investigate and pursue wage and hour claims against the Las Vegas Metropolitan Police Department (“LVMPD”). Since that time, Sgro & Roger has continuously represented the Plaintiffs in this litigation.

10. From inception through the present, Sgro & Roger has remained directly responsible for strategic decision-making, client communications, and the day-to-day prosecution of these actions on behalf of Plaintiffs and the Class/Collective. In 2023, Sgro & Roger associated Bailey♦Kennedy, LLP as co-counsel, and since that time Bailey♦Kennedy has also contributed significantly to the prosecution of this case, as detailed in the declaration of Joseph Liebman, Esq., filed simultaneously herewith.

11. Sgro & Roger has undertaken substantial efforts in prosecuting this case.

- a. These efforts included drafting and filing the initial Complaint, as well as preparing and filing briefing in opposition to LVMPD’s Motion to Dismiss and on the issue of remanding the Nevada state law claims back to State Court. Through these efforts, Sgro & Roger successfully preserved Plaintiffs’ core claims in both jurisdictions.
- b. Sgro & Roger also fully briefed the Plaintiffs’ Motion for Preliminary Certification of a Collective Action in Federal Court, and successfully obtained preliminary certification of the Federal Collective Action.
- c. In addition, the firm responded to multiple sets of written discovery, reviewed and analyzed Metro’s voluminous document productions totaling more than 100,000 pages, and defended depositions of the named Plaintiffs and certain opt-in plaintiffs.
- d. Sgro & Roger actively participated in all three full-day mediation sessions before the Hon. Jackie Glass (Ret.). This included preparing a detailed Mediation Brief, working directly with Plaintiffs and retained experts to develop damages analyses, and engaging in extensive arm’s-length negotiations with LVMPD’s counsel.

e. Importantly, Sgro & Roger's longstanding representation of the Las Vegas Police Protective Association ("LVPPA") and its thousands of members provided critical insight into the factual underpinnings of Plaintiffs' claims. The firm's established credibility and trusted relationships within the law enforcement community were instrumental in securing the participation of more than 1,600 peace officers in the Federal Collective Action—an extraordinary opt-in rate in an FLSA collective action and a key factor in obtaining the \$19,000,000.00 settlement.

Sgro & Roger's Qualifications

12. Sgro & Roger is a Nevada-based litigation firm with more than three decades of experience handling complex civil disputes, including labor and employment disputes. Founded in Las Vegas, the firm has developed a reputation for vigorous advocacy, particularly in representing peace officers and the Las Vegas Police Protective Association ("LVPPA") in a wide range of civil and employment matters.

13. For over ten years, Sgro & Roger has served as outside litigation counsel to LVPPA, representing the LVPPA and its thousands of members in many cases involving labor rights, wage and hour disputes, contract enforcement, and employment-related claims. Partner David Roger, Esq. serves as General Counsel to the LVPPA, and together with the Sgro & Roger's litigation team, has successfully prosecuted and defended numerous cases involving peace officers. This deep institutional knowledge of law enforcement practices and compensation structures was indispensable in prosecuting the instant case.

14. Sgro & Roger's longstanding relationships in the law enforcement community have allowed it to establish credibility and trust, which in turn enabled it to secure participation from over 1,600 peace officers in the Federal Collective Action—an extraordinary opt-in rate by FLSA standards.

15. The attorneys and staff at Sgro & Roger are highly qualified, and their work in this matter demonstrates their ability to manage large-scale, complex litigation. Sgro & Roger's strategic contributions were pivotal in preserving Plaintiffs' claims through FRCP 12(b)(6) motion practice, achieving preliminary certification of the FLSA collective, and ultimately negotiating a

\$19,000,000.00 settlement coupled with systemic policy changes that will result in substantial future benefits for peace officers.

16. Drawing on its long history representing peace officers in employment disputes against LVMPD, Sgro & Roger brought both unique experience and credibility to this litigation. The firm's expertise, combined with its trusted reputation among the LVPPA and its members, was a key factor in the successful resolution of this action.

17. The attorneys and non-attorneys who worked on these matters are qualified; they competently handled their respective assignments; and they had reasonable hourly rates that are comparable to those charged by complex commercial litigators in the Las Vegas market with commensurate levels of skill, experience, and reputation.

18. Anthony Sgro, Esq.

- a. I graduated from the University of San Diego School of Law in 1989, and have been licensed to practice law in Nevada for more than thirty-six (36) years. I am the founding and Managing Partner of Sgro & Roger, Attorneys at Law, a Nevada-based litigation firm headquartered in Las Vegas.
- b. Over the course of my career, I have tried and litigated a broad spectrum of civil matters, including complex commercial disputes, catastrophic personal injury cases, civil rights matters, and employment and labor disputes. I have done more than 125 jury trials over the course of my career, and in excess of 50 bench trials. My practice has consistently emphasized trial work, and I have tried cases to verdict in both state and federal courts in Nevada, as well as in other jurisdictions.
- c. For more than a decade, I have devoted a substantial portion of my practice to representing law enforcement officers and the LVPPA. In that role, I have litigated numerous employment and labor-related matters against the LVMPD, including wage and hour disputes, collective bargaining agreement enforcement, and claims involving statutory and contractual rights of peace officers. My partner, David Roger, Esq., serves as General Counsel for the LVPPA. Together, we have handled dozens of matters on behalf of peace officers and the LVPPA. I have been closely

connected to the LVPPA and its Board members for years. It was largely based on the strength and trust built in that relationship, coupled with my relationship with David Roger, that LVPPA entrusted us to initiate these proceedings.

- d. I am consistently recognized by my peers as a skilled trial attorney and advocate. I have been honored as top attorney in Nevada in numerous publications. My litigation experience spans more than three decades, and I continue to serve as lead counsel in high-stakes, complex disputes requiring significant trial and negotiation experience.
- e. Based on this experience, I was able to bring to this case a unique combination of litigation and trial-tested litigation skills. I also relied upon the institutional knowledge I have developed over the last decade in working with the LVPPA. I have longstanding familiarity with LVMPD employment practices, and credibility within the law enforcement community. These qualifications materially contributed to the ability of Class Counsel to prosecute this action successfully and to achieve an extraordinary settlement for the Plaintiffs and Class/Collective Members.

19. David Roger, Esq.

- a. David Roger was admitted to practice law in Nevada in 1986 and is licensed before the United States Supreme Court, the Ninth Circuit Court of Appeals, and all Nevada state and federal courts. He has consistently earned the highest peer recognition, including an “AV” rating from Martindale–Hubbell for professional ability and ethical standards. Mr. Roger is a Fellow of the American College of Trial Lawyers, which is comprised of the most distinguished trial lawyers in the United States and Canada. He is also a past President of the Nevada District Attorneys Association and a former Director of the National District Attorneys Association.
- b. Mr. Roger served as Clark County’s elected District Attorney from 2003 through 2012, following his election in 2002 and re-election in 2006 and 2010. As District Attorney, Mr. Roger supervised more than 160 prosecutors and 600 investigators

and staff, overseeing one of the largest prosecutorial offices in the western United States. Prior to his election as District Attorney, Mr. Roger spent over 15 years as a Chief Deputy District Attorney assigned to the Major Violators Unit, where he prosecuted capital murder and other high-profile felony cases. Over his 25-year career as a prosecutor, Mr. Roger handled thousands of cases and tried approximately 80 jury trials, including 38 murder trials.

- c. Since January 2012, Mr. Roger has served as General Counsel for LVPPA. In that capacity, Mr. Roger represents approximately 3,000 Las Vegas Metropolitan Police Department Officers, Las Vegas City Marshals, and Municipal Court Marshals.
- d. Mr. Roger's reputation in the legal community, coupled with his longstanding representation of the LVPPA, uniquely positioned him to provide critical insight in this litigation and to contribute meaningfully to the successful prosecution and resolution of the case.

20. Alanna Bondy, Esq.

- a. Alanna C. Bondy, Esq. graduated cum laude from the William S. Boyd School of Law and has been licensed to practice law in Nevada since October 2018. She is a partner with Sgro & Roger, Attorneys at Law, where her practice focuses on complex civil litigation.
- b. Over the course of her career, Ms. Bondy has litigated numerous cases in both state and federal courts, including employment and wage-and-hour disputes, collective bargaining matters, and contract and commercial cases. She has extensive experience with motion practice, discovery, and case management in large-scale, document-intensive litigation.
- c. In this matter, Ms. Bondy has served as one of the lead attorneys for Plaintiffs and the Class/Collective since the inception of the litigation. Her work has included drafting pleadings and briefing, responding to multiple sets of written discovery, coordinating the production and review of voluminous records, and preparing Class/Collective Representatives and opt-in plaintiffs for deposition. She also

participated in case strategy, client communications, and case coordination across the State Class Action and Federal Collective Action. In addition, Ms. Bondy attended and actively participated in mediation sessions before the Hon. Jackie Glass (Ret.), including the drafting of the Mediation Brief and she participated extensively in the negotiation of the Settlement Agreement.

- d. Ms. Bondy's work throughout the litigation—ranging from discovery and deposition preparation to mediation and settlement negotiations—was critical to advancing the claims of the Plaintiffs and the Class/Collective and to securing the favorable resolution ultimately achieved in this case.
21. As addressed in the billing records (discussed below), several other attorneys and paralegals contributed billable time on these matters. All of these attorneys and paralegals—as current or former Sgro & Roger—were well-qualified to provide legal services on these matters.

Billing Summary for Sgro & Roger

22. I have personally reviewed the billing records of Sgro & Roger for both the Federal Collective Action and the State Class Action. These billing records reflect time actually, necessarily, and reasonably incurred, given the complexity and duration of this litigation.

23. From September 28, 2021 through September 21, 2025, Sgro & Roger billed a total of 1,870.15 hours across both the Federal and State Actions, for a total lodestar value of \$807,710.50.

24. Because this case was initially filed in State Court as a single action under one complaint, and because the Federal and State proceedings involved substantially overlapping claims, facts, and discovery, Sgro & Roger generally billed its time into one matter rather than attempting to allocate or split entries between the two actions. This approach avoided artificial division of work and accurately reflects the integrated nature of the litigation.

25. The hours and rates spent across both actions are summarized below¹:

¹ Sgro & Roger does not regularly track attorney time on contingency-fee matters, but endeavored to do so here in anticipation of this Motion and in anticipation of the fact that the Courts may request billing records. Nevertheless, the reported hours likely underrepresent the actual time expended due to the firm's general practice of not maintaining contemporaneous time records in contingency matters.

Timekeeper	Billing Rate	Hours	Total
Anthony P. Sgro, Esq.	\$825/hour	235.1	\$193,957.50
David Roger, Esq.	\$825/hour	281.85	\$230,876.25
Alanna Bondy, Esq.	\$385-\$465/hour	339.8	\$151,019.75
Kelly Stout, Esq. ²	\$450/hour	351.64	\$155,411.00
Jennifer Arledge, Esq.	\$495/hour	8.5	\$3,960.00
Han Lee, Esq.	\$525/hour	15.5	\$8,137.50
Kathleen Fellows, Esq.	\$600/hour	0.25	\$150.00
Cheyenne Kidd, Esq.	\$150/hour	2.8	\$420.00
Danielle Dumire, Esq.	\$350/hour	1.2	\$420.00
Alexis Williams (Paralegal)	\$100/hour	324.21	\$32,041.00
Alexa Samson (Legal Assistant)	\$100/hour	11	\$1,100.00
Alexandra Matteo (Law Clerk)	\$100/hour	1.2	\$150.00
Allyson Sieck (Law Clerk)	\$150/hour	5.75	\$862.50
Bella Rodriguez (Legal Assistant)	\$100/hour	30.9	\$3,090.00
Christine Corpuz (Paralegal)	\$100/hour	48.8	\$4,880.00
Desiree Rapp (Paralegal)	\$100/hour	25	\$2,500.00

² While Kelly Stout, Esq. contributed a significant amount of effort to this matter, she is no longer employed with Sgro & Roger and therefore her professional background has not been summarized in this Declaration. However, her billing records were reviewed in connection with this Motion and were deemed accurate and reasonable. During the time that Ms. Stout was employed with Sgro & Roger, she billed on this matter at her standard billing rate, which was set by Sgro & Roger consistent with that of an experienced litigator possessing her level of skill and background.

Emiliano Alvarez (Paralegal)	\$100/hour	2	\$200.00
Kyle Allison (Paralegal)	\$100/hour	7.25	\$725.00
Larson Welch (Law Clerk)	\$150.00	2	\$300.00
Madison Grammas (Legal Assistant)	\$100/hour	139.65	\$13,935.00
Sarena Woods (Paralegal)	\$100/hour	35.25	\$3,525.00
Lauren Hurst (Paralegal)	\$100/hour	0.5	\$50.00
TOTALS		1,870.15	\$807,710.50

26. Sgro & Roger's rates in these matters are its standard hourly rates for civil litigation matters. As the Managing Partner, I am involved in setting hourly rates for our attorneys and non-attorneys. Our rates are reasonable in this community for matters of this type. I am familiar with hourly rates customarily charged by attorneys and non-attorneys of law firms in Southern Nevada and allowed by state and federal courts in Nevada for professional services rendered in civil litigation.

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27. Also attached to this Motion is a true and correct copy of Sgro & Roger's Memorandum of Costs, which substantiates and summarizes the various costs and expenses incurred by Sgro & Roger in the State Court Action and Federal Court Action. Under the Updated Engagement Agreement, Sgro & Roger and Bailey❖Kennedy agreed to split costs 50/50. Thus, Bailey❖Kennedy has also submitted a Memorandum of Costs to substantiate and summarize its incurred costs.

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

EXECUTED on this 22nd day of September, 2025.

/s/ Anthony P. Sgro
ANTHONY P. SGRO, ESQ.

EXHIBIT 11

DECLARATION OF DANIEL COYNE

I, Daniel Coyne, declare as follows:

1. I am currently employed by the Las Vegas Metropolitan Police Department (“Metro”) as a peace officer and serve as a member of the Executive Board of the Las Vegas Police Protective Association (“PPA”). I am over the age of 18 and competent to testify to the matters stated herein, which are based on my own personal knowledge.
2. I am one of the three Named Plaintiffs in the class/collective actions presently pending in both the United States District Court, District of Nevada (Case No. 2:22-cv-00475-APG-DJA) and the Eighth Judicial District Court, Clark County, Nevada (Case No. A-22-848354-C) (collectively, the “Litigation”), and have served as a Class Representative throughout the course of the Litigation. Along with David Denton and Sean Bollig, I initiated the Litigation on behalf of myself and all other similarly situated Metro peace officers to recover unpaid overtime compensation for pre-shift and post-shift work performed in connection with scheduled overtime assignments, including special event overtime, jail overtime, and medical facility overtime.
3. At the outset of the Litigation, I worked closely with Class Counsel to identify the various categories of unpaid work and to provide information regarding Metro’s compensation practices. I have remained in regular contact with Class Counsel throughout the Litigation, providing information, answering questions, and helping to identify and clarify relevant documents and data when needed.
4. I acted as the primary liaison between Class Counsel and the collective/class members and regularly communicated with other officers to keep them informed and engaged throughout the Litigation.

5. As part of my role as a Class Representative, I sat for a deposition taken by Metro's attorneys and provided sworn testimony. I also responded to written discovery requests served by Metro, including interrogatories, requests for production, and requests for admission.

6. I attended all three full-day mediation sessions before the Honorable Jackie Glass (Ret.) as the client representative for the Plaintiffs and the Class/Collective. These mediation sessions involved extensive discussion of the factual issues in the case, and I provided input and perspective as a current Metro employee to assist Class Counsel during negotiations, including speaking directly with Judge Glass to explain Metro's overtime practices and to clarify factual issues from an employee's perspective.

7. I also carefully reviewed the Mediator's Resolution Memorandum dated March 11, 2025 and the terms of the Class/Collective Action Settlement Agreement dated August 1, 2025. In connection with this review, I provided substantive input and feedback to Class Counsel regarding the terms of the settlement, drawing on my own perspective and also conveying the views and concerns of other members of the Class/Collective. I ultimately executed the Settlement Agreement in my capacity as a Class/Collective Action Representative.

8. I understood that being a named Plaintiff in the Litigation carried risks, including potential negative impacts on my employment with Metro and my professional reputation, but I agreed to serve because I believed it was important to stand up for the rights of my fellow officers and to help ensure that these compensation practices were corrected going forward.

9. I am extremely satisfied with the work performed by Class Counsel throughout the Litigation. I have been a witness to the extraordinary effort, skill, and perseverance from Class Counsel over the course of more than three years. Class Counsel kept me fully informed, treated me with respect, and worked tirelessly on behalf of all Class/Collective Members.

10. I do not in any way oppose the Court awarding Class Counsel attorneys' fees in the amount of 40% of the gross settlement, as set forth in the Motion for Attorneys' Fees and Costs. Based on my personal knowledge of the effort and skill required to achieve this settlement, I fully support the requested 40% contingency fee as fair and reasonable.

11. I make this Declaration in support of Plaintiffs' Motion for Attorneys' Fees and Costs and for no improper purpose.

I declare under penalty of perjury under the laws of the State of Nevada that the foregoing is true and correct.

Executed this 21st day of September, 2025, in Clark County, Nevada.

DocuSigned by:

D9DD6145C4B346E...
DANIEL COYNE

DECLARATION OF DAVID DENTON

I, David Denton, declare as follows:

1. I am currently employed by the Las Vegas Metropolitan Police Department (“Metro”) as a peace officer. I am over the age of 18 and competent to testify to the matters stated herein, which are based on my own personal knowledge.
2. I am one of the three Named Plaintiffs in the class/collective actions presently pending in both the United States District Court, District of Nevada (Case No. 2:22-cv-00475-APG-DJA) and the Eighth Judicial District Court, Clark County, Nevada (Case No. A-22-848354-C) (collectively, the “Litigation”), and have served as a Class Representative throughout the course of the Litigation. Along with Daniel Coyne and Sean Bollig, I initiated the Litigation on behalf of myself and all other similarly situated Metro peace officers to recover unpaid overtime compensation for pre-shift and post-shift work performed in connection with scheduled overtime assignments, including special event overtime, jail overtime, and medical facility overtime.
3. At the outset of the Litigation, I worked closely with Class Counsel to identify the various categories of unpaid work and to provide information regarding Metro’s compensation practices. I personally worked a large number of special event overtime shifts during the Class Period, and my input concerning the pre-shift and post-shift activities associated with those assignments was instrumental in helping Class Counsel understand and present the factual basis of the claims in this case.
4. I have remained in regular contact with Class Counsel throughout the Litigation, providing information, answering questions, and helping to identify and clarify relevant documents and data when needed.
5. I regularly communicated with other officers about the Litigation to keep them informed and engaged and I relayed their questions and concerns to Class Counsel when appropriate.
6. As part of my role as a Class Representative, I sat for a deposition taken by Metro’s attorneys and provided sworn testimony. I also responded to written discovery requests served by Metro, including interrogatories, requests for production, and requests for admission.

7. I also met with Class Counsel in advance of mediation to provide input and perspective on the factual issues in the case, drawing on my experience as a current Metro employee who has worked a large number of special event overtime shifts, to assist Class Counsel in preparing for those sessions.

8. I reviewed the terms of the Class/Collective Action Settlement Agreement dated August 1, 2025, and had the opportunity to provide input and feedback to Class Counsel regarding its terms, based on both my own perspective and the views and concerns of other members of the Class/Collective. I ultimately executed the Settlement Agreement in my capacity as a Class/Collective Action Representative.

9. I understood that being a named Plaintiff in the Litigation carried risks, including potential negative impacts on my employment with Metro and my professional reputation, but I agreed to serve because I believed it was important to stand up for the rights of my fellow officers and to help ensure that these compensation practices were corrected going forward.

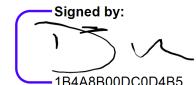
10. I am extremely satisfied with the work performed by Class Counsel throughout the Litigation. I have been a witness to the extraordinary effort, skill, and perseverance from Class Counsel over the course of more than three years. Class Counsel kept me fully informed, treated me with respect, and worked tirelessly on behalf of all Class/Collective Members.

11. I do not in any way oppose the Court awarding Class Counsel attorneys' fees in the amount of 40% of the gross settlement, as set forth in the Motion for Attorneys' Fees and Costs. Based on my personal knowledge of the effort and skill required to achieve this settlement, I fully support the requested 40% contingency fee as fair and reasonable.

12. I make this Declaration in support of Plaintiffs' Motion for Attorneys' Fees and Costs and for no improper purpose.

I declare under penalty of perjury under the laws of the State of Nevada that the foregoing is true and correct.

Executed this 21st day of September, 2025, in Clark County, Nevada.

Signed by:

1B4ABB00DC00D4B5
DAVID DENTON

DECLARATION OF SEAN BOLLIG

I, Sean Bollig, declare as follows:

1. I am currently employed by the Las Vegas Metropolitan Police Department (“Metro”) as a peace officer and serve as a member of the Board of Directors of the Las Vegas Police Protective Association (“PPA”). I am over the age of 18 and competent to testify to the matters stated herein, which are based on my own personal knowledge.
2. I am one of the three Named Plaintiffs in the class/collective actions presently pending in both the United States District Court, District of Nevada (Case No. 2:22-cv-00475-APG-DJA) and the Eighth Judicial District Court, Clark County, Nevada (Case No. A-22-848354-C) (collectively, the “Litigation”), and have served as a Class Representative throughout the course of the Litigation. Along with Daniel Coyne and David Denton, I initiated the Litigation on behalf of myself and all other similarly situated Metro peace officers to recover unpaid overtime compensation for pre-shift and post-shift work performed in connection with scheduled overtime assignments, including special event overtime, jail overtime, and medical facility overtime.
3. At the outset of the Litigation, I worked closely with Class Counsel to identify the various categories of unpaid work and to provide information regarding Metro’s compensation practices. I have remained in regular contact with Class Counsel throughout the Litigation, providing information, answering questions, and helping to identify and clarify relevant documents and data when needed.
4. I regularly communicated with other officers about the Litigation to keep them informed and engaged and I relayed their questions and concerns to Class Counsel when appropriate.
5. As part of my role as a Class Representative, I sat for a deposition taken by Metro’s attorneys and provided sworn testimony. I also responded to written discovery requests served by Metro, including interrogatories, requests for production, and requests for admission.
6. I reviewed the terms of the Class/Collective Action Settlement Agreement dated August 1, 2025, and had the opportunity to provide input and feedback to Class Counsel regarding its terms, based on both my own perspective and the views and concerns of other members of the

Class/Collective. I ultimately executed the Settlement Agreement in my capacity as a Class/Collective Action Representative.

7. I understood that being a named Plaintiff in the Litigation carried risks, including potential negative impacts on my employment with Metro and my professional reputation, but I agreed to serve because I believed it was important to stand up for the rights of my fellow officers and to help ensure that these compensation practices were corrected going forward.

8. I am extremely satisfied with the work performed by Class Counsel throughout the Litigation. I have been a witness to the extraordinary effort, skill, and perseverance from Class Counsel over the course of more than three years. Class Counsel kept me fully informed, treated me with respect, and worked tirelessly on behalf of all Class/Collective Members.

9. I do not in any way oppose the Court awarding Class Counsel attorneys' fees in the amount of 40% of the gross settlement, as set forth in the Motion for Attorneys' Fees and Costs. Based on my personal knowledge of the effort and skill required to achieve this settlement, I fully support the requested 40% contingency fee as fair and reasonable.

10. I make this Declaration in support of Plaintiffs' Motion for Attorneys' Fees and Costs and for no improper purpose.

I declare under penalty of perjury under the laws of the State of Nevada that the foregoing is true and correct.

Executed this 21st day of September, 2025, in Clark County, Nevada.

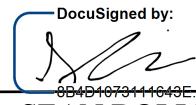
DocuSigned by:

004D1073111043E...
SEAN BOLLIG

EXHIBIT 12

**Quotation Request:**

Paul Williams
Bailey Kennedy, LLP
PWilliams@baileykennedy.com
702.562.8820

Case Name:**Coyne v. Las Vegas Metropolitan Police Department****Date:**

Tuesday, September 16, 2025

RFP Number:

13600001

Prepared By:

Sean Hartranft
Apex Class Action LLC
Sean@apexclassaction.com
949.878.3676

Settlement Specifications	
Estimated Class Size:	3,811
Certified Language Translation:	No
Interactive Settlement Website	No
Percentage of Undeliverable Mail	20%

Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
Data Analytics and Standardization				
Import and Standardize Data*	Per Hour	\$125.00	9	\$1,125.00
Data Analyst	Per Hour	\$150.00	9	\$1,350.00
*Data provided must be in a workable format. Apex can standardize provided data at an additional cost of \$150/hr.				
				Sub Total: \$2,475.00
Mailing of Class Notice				
Form Set Up	Per Hour	\$120.00	1	\$120.00
Print & Mail Class Notice	Per Piece	\$1.50	3,811	\$5,716.50
USPS First Class Postage	Per Piece	\$0.74	3,811	\$2,820.14
Remail Undeliverable Mail (Skip-Trace)	Per Piece	\$2.00	762	\$1,524.40
Receive and Process Undeliverable Mail	Per Hour	\$75.00	4	\$300.00
Process Class Member Correspondence via mail, e-mail & fax	Per Piece	\$75.00	6	\$450.00
NCOA Address Update (USPS)	Static Rate	\$798.82	1	\$798.82
				Sub Total: \$11,729.86
Project Management				
Project Management	Per Hour	\$150.00	10	\$1,500.00
Project Coordinator	Per Hour	\$90.00	8	\$720.00
Data Analyst and Reporting	Per Hour	\$140.00	8	\$1,120.00
				Sub Total: \$3,340.00



Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
Toll-Free Contact Center, Website & Reporting				
Bilingual Incoming Toll-Free Contact Center	Static Rate	\$1,600.00	1	\$1,600.00
Settlement Status Reports	Static Rate	\$750.00	1	\$750.00
Sub Total:				\$2,350.00
Distribution & Settlement Fund Management				
Settlement Calculations (Preliminary and Final)	Per Hour	\$120.00	25	\$3,000.00
Account Management and Reconciliation	Per Hour	\$140.00	25	\$3,500.00
2025 Print & Mail Distribution Settlement Check (W-2/1099 as applicable)	Per Piece	\$1.50	3,811	\$5,716.50
USPS First Class Postage	Per Piece	\$0.74	3,811	\$2,820.14
2026 Print & Mail Distribution Settlement Check (W-2/1099 as applicable)	Per Piece	\$1.50	3,811	\$5,716.50
USPS First Class Postage	Per Piece	\$0.74	3,811	\$2,820.14
Unclaimed Funds Redistribution Print & Mail Distribution Settlement Check (W-2/1099 as applicable)	Per Piece	\$1.50	1,524	\$2,286.60
USPS First Class Postage	Per Piece	\$0.74	1,524	\$1,128.06
Remail Distribution to Updated Address (Skip Trace)	Per Piece	\$2.00	381	\$762.20
Individual Income Tax Preparation & Reporting	Per Hour	\$100.00	25	\$2,500.00
QSF Income Tax Reporting (per calendar year)	Per Year	\$1,250.00	3	\$3,750.00
Unclaimed Funds: Las Vegas Police Protective Association Law Enforcement Assistance Fund	Static Rate	\$650.00	1	\$650.00
Sub Total:				\$34,650.14
Post Distribution Reconciliation				
Bank Account Reconciliation	Per Hour	\$135.00	17	\$2,295.00
Project Management Reconciliation	Per Hour	\$100.00	17	\$1,700.00
Declarations	Per Hour	\$120.00	8	\$960.00
Sub Total:				\$4,955.00
WILL NOT EXCEED: \$59,500.00				

Thank you for your business!

Terms & Conditions

The following Terms and Conditions govern the provision of all services to be provided by Apex Class Action and its affiliates ("Apex") to the Client. These terms and conditions are binding and shall apply to all services provided by Apex in relation to any related services or products.

1. Services: Apex commits to providing the Client with the administrative services detailed in the attached Proposal (the "Services").

2. Payment Terms: As compensation for the legal services to be provided, the Client agrees to pay Apex all fees detailed in the Proposal. The fees quoted in the Proposal (and any subsequent proposals for additional services) are estimates based on the information provided to Apex by the Client. Apex makes no representation that the estimated fees in the Proposal or any subsequent proposals for additional services shall equal the actual fees charged by Apex to the Client, which fees (including individual line items) may be greater or less than estimated. If additional services are requested on an hourly basis and are not specifically detailed in the Proposal, Apex will prepare estimates for such services subject to approval by the Client. In the performance of such additional services, Apex will charge standard hourly fees which shall apply.

3. Incurred Expenses: In relation to the provision of services outlined in this agreement, the Client agrees to reimburse Apex for all reasonable out-of-pocket expenses incurred. Such expenses may include, but are not limited to, costs associated with postage, media production or publication, banking fees, brokerage fees, messenger and delivery service expenses, travel expenses, filing fees, office supplies, meals, staff overtime expenses, and other related costs and expenses. If not otherwise specified in writing, fees for print notice and certain expenses, such as media publication and postage, must be paid immediately upon invoicing and, in certain cases, at least ten (10) days prior to the date on which such expenses will be incurred.

4. Invoicing: Apex shall present invoices for its fees and expenses on a monthly basis, except as provided in Section 3. The Client agrees to pay each invoice within 30 days of receipt. In case of non-payment within 90 days of the billing date, an additional service charge of 1.5% per month may apply. Apex reserves the right to increase its prices, charges, and rates annually, subject to reasonable adjustments. If any price increases exceed 10%, Apex shall give thirty (30) days' notice to the Client. In the event of any unpaid invoices beyond 120 days of the due date, Apex reserves the right to withhold services and reports until payment is received, subject to notice to the Client. It is important to note that Apex's failure to provide services and reports in such instances shall not constitute a default under this agreement.

5. Case Duration: The duration of these Terms and Conditions, except for the data storage obligations stated in Section 13, shall be in effect until 30 days following the completion of the Services as described in the Proposal. The parties may extend these Terms and Conditions in writing for a mutually agreed-upon period beyond this initial 30-day period.

6. Termination of Services: Either party may terminate the Services by providing thirty (30) days written notice to the other party. Alternatively, termination may occur immediately upon written notice for Cause, as defined below. Cause means (I) Apex's gross negligence or willful misconduct that causes serious and material harm to the Client; (ii) the Client's failure to pay Apex invoices for more than one hundred twenty (120) days from the date of the invoice; or (iii) the accrual of invoices or unpaid services where Apex reasonably believes it will not be paid. Termination of the Services shall not relieve the Client of its obligation to pay Apex for services rendered prior to the termination.

7. Independent Contractor: As an independent contractor, Apex will provide services under the terms of this agreement. It is agreed that neither Apex nor any of its employees will be considered an employee of the Client. Consequently, Apex and its employees will not be eligible for any benefits provided by the Client to its employees. The Client will not make any tax deductions from the payments due to Apex for state or federal tax purposes. Apex will be solely responsible for paying all taxes and other payments due on payments received from the Client under this agreement.

8. Apex warrants that the Services outlined in the Proposal will be performed in accordance with the standards generally adhered to by professionals providing similar services. It is acknowledged that the Services may entail the likelihood of some human and machine errors, omissions, delays, and losses that may result in damage. However, Apex shall not be held liable for such errors, omissions, delays, or losses unless they are caused by its gross negligence or willful misconduct. In the event of any breach of this warranty by Apex, the Client's sole remedy will be limited to Apex's rerunning, at its expense, any inaccurate output provided that such inaccuracies occurred solely as a result of Apex's gross negligence or willful misconduct under this agreement.

9. Limitation of Liability: The Client acknowledges that Apex shall not be held liable for any consequential, special, or incidental damages incurred by the Client in relation to the performance of Services, whether the claim is based on breach of warranty, contract, tort (including negligence), strict liability, or any other grounds. Under no circumstances shall Apex's liability to the Client, for any Losses (including court costs and reasonable attorney's fees), arising out of or in connection with these Terms and Conditions, exceed the total amount charged or chargeable to the Client for the specific service(s) that caused the Losses.

10. Indemnification: The Client agrees to indemnify and hold harmless Apex from any losses, suits, actions, judgments, fines, costs, liabilities, or claims arising from any action or proceeding relating to the Services provided by Apex, regardless of whether or not it results in liability (collectively referred to as "Indemnified Claims"). However, this indemnification provision shall not apply to the extent that such Indemnified Claims are caused by Apex's willful misconduct, gross negligence, or breach of these Terms and Conditions. This provision shall survive termination of the Services.

11. Confidentiality: Apex will uphold strict confidentiality between Apex and the Client and applies to all non-public records, documents, systems, procedures, processes, software, and other information received by either party in connection with the performance of services under these terms. Both Apex and the Client agree to keep confidential all such non-public information, including any material marked or identified as confidential or proprietary. Any such confidential information shall not be disclosed, provided, disseminated, or otherwise made available to any third party, except as required to fulfill the parties' obligations under these terms. The parties acknowledge that in the event of any request to disclose any confidential information in connection with a legal or administrative proceeding, or otherwise to comply with a legal requirement, prompt notice of such request must be given to the other party to enable that party to seek an appropriate protective order or other remedy or to waive compliance with the relevant provisions of these terms. If the Client seeks a protective order or another remedy, Apex, at the Client's expense, will cooperate with and assist the Client in such efforts. If the Client fails to obtain a protective order or waives compliance with the relevant provisions of these terms, Apex will disclose only that portion of the confidential information that it determines it is required to disclose. This confidentiality provision shall survive termination of the services provided. Both parties acknowledge and agree that any breach of these terms may cause irreparable harm to the non-breaching party and that injunctive relief may be necessary to prevent any actual or threatened breach. The terms set forth between the parties supersede all prior negotiations, understandings, and agreements between the parties concerning confidentiality. These terms may only be amended in writing and signed by both parties.

12. Ownership of the programs, system data, and materials provided by Apex to the Client during the course of providing services herein shall solely belong to Apex. It is acknowledged that fees and expenses paid by the Client do not confer any rights in such property. It is also understood that the said property is made available to the Client solely for the purpose of using it during and in connection with the services provided by Apex.

13. Apex may derive financial benefits from financial institutions in connection with the deposit and investment of funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.

14. COMPLETE AGREEMENT. These Terms and Conditions, along with the attached Proposal, represent the complete agreement and understanding between the parties and override any prior agreements (whether written or oral) between Apex and the Client regarding the subject matter. Any modification to these Terms and Conditions may only be made in writing and must be signed by both Apex and the Client. The headings in this document are included for convenience only and do not alter or restrict any provisions in these Terms and Conditions. They may not be used in the interpretation of these Terms and Conditions.

15. This provision outlines the requirements for providing notice or other communication under this agreement. All such communications must be in writing and can be delivered either by personal delivery or through U.S. Mail with prepaid postage or overnight courier. Once delivered personally or sent through the mail, the notice will be considered given after five (5) days from the deposit date in the U.S. Mail. Alternatively, if sent through an overnight courier, the notice will be considered given one business day after delivery to the such courier. It's important to note that the notice must be provided to a responsible officer or principal of the Client or Apex, depending on the case.

16. Force Majeure: In the event of any failure or delay in performance due to circumstances beyond Apex's control, including but not limited to strikes, lockouts, fires, floods, acts of God or public enemy, riots, civil disorders, insurrections, war or war conditions, or interference by civil or military authorities, Apex shall not be held liable for any resulting loss or damage. The time for performance under this agreement shall be extended for a period equal to the duration of the disabling cause and a reasonable time thereafter. This provision shall constitute a force majeure clause and shall be construed accordingly.

17. The applicable state and federal laws shall govern the interpretation and enforcement of these Terms and Conditions. No choice of law or conflict of laws provisions shall affect this governing law provision.

18. Severability: This applies to all clauses and covenants contained within these Terms and Conditions. In the event that any clause or covenant is deemed invalid, illegal, or unenforceable, the remaining provisions shall remain valid and enforceable to the fullest extent permissible by law. The validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired by the invalidity, illegality, or unenforceability of any provision deemed so.

19. Nonwaiver: This applies to these Terms and Conditions. This means that any failure by one party to enforce a provision of these terms on one or more occasions shall not be construed as a waiver of that provision. In other words, any failure to enforce a provision does not give up the right to enforce it in the future. All provisions of these Terms and Conditions remain in full force and effect, regardless of any prior failure to enforce them.

EXHIBIT 13

1	Curtis Davis
2	Darin Jones
3	Michael Mendez
4	Howard Wall
5	Miles Peshlakai
6	Michael Mordini
7	Ryan Brown
8	John Phillips
9	Joshua Millard
10	Stephen Riedy
11	Chayton Tromba
12	Jeffrey Henry
13	Jeremy Richter
14	Jaime Gallegos
15	Zachary Piekarski
16	Joshua West
17	Peyton Leavitt
18	Daphna Maman
19	Manuel Botelho
20	Jimmy Velasco
21	Alexander Mortel
22	Juan Ruiz Suazo
23	Josue Esparza
24	Ian Shannon
25	Elvin Valle
26	Michael Purcaro
27	Joshua Pepper
28	Mark Jamora
29	Kirsten Squeo
30	Ryan Pedroso
31	David Hunkins
32	Andre Jackson
33	Andy Nguyen
34	Alfredo Hernandez
35	Kyle Smith
36	Steven Corry
37	Michael Childs Gussen
38	Neilrheme Santiago
39	Travis Linder

40	Victor Gardea
41	Blane Tripp
42	Ryan Boyle
43	Manuel Gardea
44	Garrett Fitzgerald
45	Steven Rollo
46	Kristen Taylor
47	Ali Saleem
48	Anthony Montoya
49	Daniel Cazares
50	Christopher Swallia
51	Liovany Garcia
52	Darko Milanovic
53	Brian Drake
54	James Kurashige
55	Timothy Gross
56	Joseph Legut
57	Amanda Rosenthal
58	Joseph Iszkiewicz
59	Gwenevere Conover
60	Erik Saari
61	Robert Grabowski
62	Allen Ibe
63	Robert Murphy
64	Alfredo Calata
65	Christina Necas
66	Baron Bybee
67	Jonathan Houghton
68	Alan Dong
69	Hoi Tam
70	Benjamin Vazquez
71	Eric Carlson
72	James Parker
73	Daniel Blount
74	Scott Vannostrand
75	Marc Bailey
76	Joseph Bringhurst
77	James Godfrey
78	Cameron Cozzens

79	Padilla Mills
80	Kirt Vespers
81	Ty Vespers
82	Gregory Hilton