

This is the meat of Civil Action #H-943453 in Harris County Texas. It was the suit against the City of Houston, Police Department brought about by the K9 Handlers of the Department. The Handlers won the suit and this is the completed text. I was asked by several of the handlers to leave the amounts won and their names out of this posting. If it is important to you to know the out come of the amounts won by the individual handlers, you will need to obtain a complete copy from the Harris County Court, at 201 San Jacinto, Houston Tx. The least amount won in the suit was in excess of \$5500 for one person and the most was in excess of \$19K. The average was around the 15K mark.

(4) Defendant covenants and agrees that for the period that each of the above named Plaintiffs is assigned to the canine unit of the Houston Police Department, it will compensate each of the above mentioned Plaintiffs the sum of \$ 150.00/month to cover the time expended by each Plaintiff outside his or her regular duty hours feeding the dog which he or she is assigned and incidental cleaning of the kennel, which time period shall not exceed 5.5 hours per month, however, Defendant may elect to compensate the following members of the narcotics canine unit and the bomb detection unit: Susan Hughes, Gina Spezia, Thomas A. Hoffpauir, Raymond C. Smith, Sammy Jean Collins, Billy E. Corley, Gary Doyle, Bobby Lott, and Domingo Guerrero for the same incidental duties by reducing their on-duty shift hours in lieu of the payment of \$ 150.00 a month provided herein.

(5) Defendant and Plaintiffs agree that each of the above named Plaintiffs will be able to perform the following tasks on an "on duty" basis during their regular 8-hour shift:

- a) Bathe and dip their assigned canine on a weekly basis;
- b) Exercise their assigned canine on a daily basis;
- c) Clean their assigned city vehicles; and
- d) Groom their assigned canine on a daily basis.

(5a) Plaintiffs further agree that they shall waive any claim for unpaid overtime compensation for transportation of the canines which they are assigned. Defendant City covenants and agrees that in lieu of payment of

compensation for the transportation of the assigned canines on an on-duty basis, it shall provide each Plaintiff with a City vehicle and fuel and shall maintain this assigned vehicle so long as each Plaintiff is assigned to the canine unit of the Police Department of the City of Houston.

(6) Defendant further covenants and agrees that it will continue in the future to compensate each of the named Plaintiffs above for services performed for the benefit of the City of Houston in accordance with the mandates of the Fair Labor Standards Act of 1938.

(7) Defendant covenants and agrees that neither it nor its elected or appointed officers, agents, servants, employees, attorney's or those acting in concert with them shall retaliate in any form against any of the Plaintiffs here in above mentioned because they have instituted or caused to institute this Civil Action or done any act or instituted any proceeding to vindicate their rights and enforce Defendant's obligation to them under the provisions of the Fair Labor Standards Act or the Portal to Portal Pay Act of 1947. The term "retaliation" shall include, but not be limited to, any reduction of the above named Plaintiffs' pay, benefits or other emoluments of employment by Defendant, its officials, agents, servants, employees or attorney's. The term "retaliation" shall not include reasonable disciplinary measures undertaken in accordance with the provisions of Chapter 143 of the Texas Local Government Code.

(8) In connection with Defendant's agreement to refrain from retaliation against the above named Plaintiffs, Defendant, its agents, servants , employees and attorney's and those acting in concert with them covenant and agree that each and every Plaintiff who is assigned to the canine detail on that date shall not be transferred or reassigned out of the canine detail save and except through handler attrition. Handler attrition is defined as follows:

a) Voluntary transfer out of the canine detail by one of the above

named Plaintiffs;

- b) Promotion or appointment to a higher classification or rank within the Police Department of the City of Houston. The term "promotion or appointment to a higher classification or rank within the Police Department of the City of Houston" excludes the classification of "career police officer" or "master police officer",
- c) A transfer or reassignment for disciplinary reasons which merits same and which transfer, if grieved, is upheld by the Firefighters and Police Officers' Civil Service Commission of the City of Houston or an independent hearing examiner.

The Defendant, however, shall retain the right to conduct manpower and canine assessment studies to determine the future needs of the police Department of the City of Houston where best to utilize existing members of the canine detail, including the Plaintiffs and where best to utilize future members of the canine detail. However, the Defendant shall not in connection with the result of such assessment studies, reduce the present compliment or number of the members of the canine detail of the Police department of the City of Houston save and except through handler attrition. Plaintiffs shall be furnished with copies of such an assessment study as well as its results and shall retain the right to freely comment upon it without fear or reprisal or retaliation from Defendant. Defendant reserves the right to reassign Plaintiffs to a different canine function so long as they remain in the canine detail.

(9) By delivering an executed counterpart of this Agreement to each of the parties herein, Plaintiffs expressly acknowledges receipt of each of the checks described in paragraph 3, including subsections a through nn above.

(10) Each Plaintiff agrees to indemnify and hold harmless Defendant without limitation against any and all claims, liabilities, expenses, fees or penalties that may be asserted or imposed by any governmental agency, including, without limitation, any local, state or federal taxing authority or agency or pension fund, with respect to any payments made by Defendant pursuant to the terms of this Settlement Agreement, except FICA payments. Defendant is authorized to make standard deductions for employee contributions.

(11) By his or her signature below, each of the Plaintiffs hereby RELEASES AND FOREVER DISCHARGES and by these presents, does for himself or herself, his or her respective agents, sureties, insurers , attorneys, legal representatives, estates, assigns, heirs, administrators , personal representatives and executors (hereinafter referred to as the "Releasing Parties") hereby RELEASE, AND FOREVER DISCHARGE Defendant and, as direct third party beneficiaries hereof, each of Defendants' predecessors, parents, subsidiaries, affiliates, officers , directors, executives, agents, sureties, insurers, employees, servants attorneys, legal representatives, purchasers, successors, and assigns, and each of their respective predecessors, parents, subsidiaries, affiliates , firms, partners, partnerships, corporations, ventures, proprietorships, associations, owners, officers, directors, executives, agents, sureties , insurers, employees, servants, attorneys, legal representatives, estates , purchasers, successors, assigns, heirs, administrators, personal representatives, and executors (hereinafter referred to as the "Released Parties"), of and from all claims, demands, actions, causes of action, rights

of action, rights, costs, expenses, compensation, duties, dues, debts, bonds , bills sums of money, suits, reckoning, contracts, obligations, controversies, covenants, agreements, promises, variances, trespasses, judgments, executions, damages, remedies, responsibilities, liabilities, and accounts of whatsoever kind, nature or description, direct or indirect, in law or in equity, statutory or common law, in contract or in tort or otherwise, which each of the Plaintiffs, or any other of the Releasing Parties, jointly or severally, for or by reason of any matter, cause or thing whatsoever, from the beginning of the world to the date hereof, whether known or unknown, suspected or unsuspected, foreseen or unforeseen at the present time, or which may be based upon pre-existing acts, claims or events occurring at any time or times up to the date hereof which may result in future damages, including, without in any way limiting the generality of the foregoing, all direct and indirect claims for direct , consequential, statutory, or punitive damages, for costs or for attorneys' ' fees, for prejudgement interest or postjudgement interest, arising out of the claims, matters, and issues that were, or could have been, asserted in the Civil Action arising out of any claims under the Fair Labor Standards Act of 1938 or the Portal to Portal Pay Act of 1947. The scope of this release does not cover claims arising of the workers' compensation laws of the State of Texas or other claims arising out of exposure to toxic or hazardous materials during each of the Plaintiff's employment with Defendant.

(12) Each of the named Plaintiffs above represents and warrants to and in favor of Defendant and the Released Parties, and each of them, that he or she has not heretofore assigned or transferred, or purported to assign or transfer, to any person or entity, any claim or claims against Defendant or any of the Released Parties. Further each Plaintiff named above agrees to indemnify and hold harmless Defendant and the Released Parties from any

claim or cause of action based on, or arising out of or in connection with, any such transfer or assignment or purported transfer or assignment, including reasonable attorneys' fees incurred by Defendant in the defense of such actions.

(13) Each of the Plaintiffs named above represent and warrant to and in favor of Defendant and the Released Parties, and each of them, that the only attorneys who have represented them in this Civil Action, as well as in all related administrative proceedings are Richard H. Cobb and Murray E. Malakoff

(13a) Each Plaintiff herein shall report all overtime worked in connection with the care and maintenance of his or her assigned canine. Defendant may establish administrative procedures for reporting off duty time worked. Failure to report such overtime shall constitute a waiver of his or her right to seek same under the provisions of the Fair Labor Standards Act and shall effect the right to continue to receive assignment pay..

(14) Except as to the right of each of the individually named Plaintiffs to enforce this Agreement, and except as expressly provided in the last sentence of paragraph 11 hereof. Each Plaintiff hereby covenants and agrees that she will not at any time hereafter commence, maintain, prosecute or permit to be filed by any other person on her behalf, any action, suit, or proceeding of any kind against Defendant with respect to any act, omission or transaction occurring up to and including the date of this Agreement. In addition, each of the individually named Plaintiffs

covenants and agrees that he or she shall not at any time hereafter voluntarily provide support or assistance, directly or indirectly to others in connection with any action, suit or proceeding of any kind brought against Defendant with respect to any matter, relating to violations of the Fair Labor Standards Act of 1938 or the Portal to Portal Pay Act of 1947; provided, however, that this sentence shall not preclude each of the individually named Plaintiffs above from testifying or giving evidence before a court or agency under compulsion of law. In the event that any of the Plaintiffs named above is served with a subpoena requiring him or her to testify, or to give evidence in any action, suit or proceeding brought against Defendant, he or she shall promptly notify Defendant in accordance with the General Orders of the Police Department of the City of Houston.

(15) Each of the Plaintiffs represent and warrant that he or she has read this Agreement carefully; that he or she has discussed it with his or her attorney; that he or she has signed it voluntarily and of his or her own free will; and he or she intends to abide by its provisions without exception.

(16) This Agreement constitutes the entire agreement between the parties hereto, and it supersedes any prior agreements or understanding between them including any prior draft of this Agreement which may not be referred to in any proceedings between the parties. There are no agreements, covenants, conditions or limitations of this Agreement that are not expressly stated herein. Further, each of the parties hereto agrees that this Agreement may not be amended or changed in any way, except by a written instrument signed by a majority of the parties hereto. '

(17) This Agreement, made within the County of Harris and the State of Texas shall be interpreted, construed and enforced pursuant to the law of, and before the courts of the State of Texas.

(18) If one or more provisions of this Agreement shall hereafter be found by a court of competent jurisdiction to be unenforceable, then the remainder of the Agreement shall not be affected thereby, and all other provisions shall continue in full force and effect.

(19) This Agreement shall be binding upon and inure to the benefit of each of the parties hereto, and each of their respective parents, subsidiaries, affiliates, legal representatives, estates, purchasers , successors, assigns, heirs, administrators, personal representatives, and executors.

(20) This Agreement may be executed by each of the parties hereto in separate counterparts and have the same force and effect as if Plaintiffs and Defendant had executed it as a single document.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be EXECUTED by setting their hands and seals hereto this day of

1995.