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9 Public Employees' Retirement System

10 BOARD OF ADMINISTRATION  
11 CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM

12 In the Matter of the Calculation of Final  
13 Compensation of

14 TIMOTHY BACON,

15 Respondent,

16 and

17 CITY OF RIVERSIDE,

18 Respondent.

19 AGENCY CASE NO. 2012-0191  
20 OAH NO.

21 STATEMENT OF ISSUES

22 Hearing Date: March 12, 2015  
23 Hearing Location: San Bernardino,  
24 CA

25 Petitioner California Public Employees' Retirement System (CalPERS), states:

I

Petitioner makes and files this Statement of Issues in its official capacity as such  
and not otherwise.

II

Respondent Timothy Bacon (respondent Bacon) was employed by respondent  
City of Riverside (respondent City) as a Police Lieutenant from September 2, 1983 to  
July 16, 2010. By virtue of his employment, respondent Bacon is a local safety  
member of CalPERS.

Respondent City is a public agency contracting with CalPERS for retirement



1 benefits for its eligible employees. The provisions of respondent City's contract with  
2 CalPERS are contained in the Public Employees' Retirement Law (the PERL). (Cal.  
3 Gov. Code §§ 20000 et seq.)

4 CalPERS is a defined benefit plan. Benefits for its members are funded by  
5 member and employer contributions, and by interest and other earnings on those  
6 contributions. The amount of a member's contributions is determined by applying a  
7 fixed percentage to the member's compensation. A public agency's contribution is  
8 determined by applying a rate to the payroll of the agency. Using certain actuarial  
9 assumptions specified by law, the CalPERS Board of Administration sets the employer  
10 contribution rate on an annual basis.

11 III

12 On April 12, 2010, respondent Bacon and respondent City reached a settlement  
13 that awarded respondent Bacon a "special salary adjustment."

14 On June 28, 2010, respondent Bacon signed an application for service pending  
15 industrial disability retirement. Respondent Bacon retired for industrial disability  
16 effective July 17, 2010, with 27.03 years of service credit, and has been receiving his  
17 retirement allowance from that date.

18 The amount of a member's service retirement allowance is calculated by  
19 applying a percentage figure, based upon the member's age on the date of retirement,  
20 to the member's years of service and the member's "final compensation." In  
21 computing a member's retirement allowance, CalPERS staff may review the salary  
22 reported by the employer for the member to ensure that only those items allowed  
23 under the PERL will be included in the member's "final compensation" for purposes of  
24 calculating the retirement allowance.

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**IV**

The following provisions of the Government Code, which were in effect at all times pertinent to this appeal, are relevant to calculation of final compensation:

Section 20630 provides in pertinent part:

**"Compensation"**

(a) As used in this part, "compensation" means the remuneration paid out of funds controlled by the employer in payment for the member's services performed during normal working hours or for time during which the member is excused from work because of any of the following:

- (1) Holidays.
- (2) Sick leave.
- (3) Industrial disability leave, during which, benefits are payable pursuant to Sections 4800 and 4850 of the Labor Code, Article 4 (commencing with Section 19869) of Chapter 2.5 of Part 2.6, or Section 44043 or 87042 of the Education Code.
- (4) Vacation.
- (5) Compensatory time off.
- (6) Leave of absence.

(b) When compensation is reported to the board, the employer shall identify the pay period in which the compensation was earned regardless of when reported or paid. Compensation shall be reported in accordance with Section 20636 and shall not exceed compensation earnable, as defined in Section 20636.

Section 20636 provides in pertinent part:

**"Compensation Earnable"**

(a) "Compensation earnable" by a member means the payrate and special compensation of the member, as defined by subdivisions (b), (c), and (g), and as limited by Section 21752.5.

(b) (1) "Payrate" means the normal monthly rate of pay or base pay of the member paid in cash to similarly situated members of the same group or class of employment for services rendered on a full-time basis during normal working hours, pursuant to publicly available pay schedules. "Payrate," for a member who is not in a group or class, means the monthly rate of pay or base pay of the member, paid in cash and pursuant to publicly available pay schedules, for services rendered on a full-time basis during normal working hours, subject to the limitations of paragraph (2) of subdivision (e).

- 1 (2) "Payrate" shall include an amount deducted from a member's  
2 salary for any of the following:  
3 (A) Participation in a deferred compensation plan.  
4 (B) Payment for participation in a retirement plan that meets the  
5 requirements of Section 401(k) of Title 26 of the United States  
6 Code.  
7 (C) Payment into a money purchase pension plan and trust that  
8 meets the requirements of Section 401(a) of Title 26 of the United  
9 States Code.  
10 (D) Participation in a flexible benefits program.  
11 (3) The computation for a leave without pay of a member shall be  
12 based on the compensation earnable by him or her at the beginning  
13 of the absence.  
14 (4) The computation for time prior to entering state service shall be  
15 based on the compensation earnable by him or her in the position  
16 first held by him or her in state service.
- 17 (c) (1) Special compensation of a member includes a payment  
18 received for special skills, knowledge, abilities, work assignment,  
19 workdays or hours, or other work conditions.  
20 (2) Special compensation shall be limited to that which is received  
21 by a member pursuant to a labor policy or agreement or as  
22 otherwise required by state or federal law, to similarly situated  
23 members of a group or class of employment that is in addition to  
24 payrate. If an individual is not part of a group or class, special  
25 compensation shall be limited to that which the board determines is  
received by similarly situated members in the closest related group  
or class that is in addition to payrate, subject to the limitations of  
paragraph (2) of subdivision (e).  
(3) Special compensation shall be for services rendered during  
normal working hours and, when reported to the board, the  
employer shall identify the pay period in which the special  
compensation was earned.  
(4) Special compensation may include the full monetary value of  
normal contributions paid to the board by the employer, on behalf of  
the member and pursuant to Section 20691, if the employer's labor  
policy or agreement specifically provides for the inclusion of the  
normal contribution payment in compensation earnable.  
(5) The monetary value of a service or noncash advantage  
furnished by the employer to the member, except as expressly and  
specifically provided in this part, is not special compensation unless  
regulations promulgated by the board specifically determine that  
value to be "special compensation."  
(6) The board shall promulgate regulations that delineate more  
specifically and exclusively what constitutes "special compensation"  
as used in this section. A uniform allowance, the monetary value of  
employer-provided uniforms, holiday pay, and premium pay for

1 hours worked within the normally scheduled or regular working  
2 hours that are in excess of the statutory maximum workweek or  
3 work period applicable to the employee under Section 201 et seq.  
4 of Title 29 of the United States Code shall be included as special  
5 compensation and appropriately defined in those regulations.  
6 (7) Special compensation does not include any of the following:  
7 (A) Final settlement pay.  
8 (B) Payments made for additional services rendered outside of  
9 normal working hours, whether paid in lump sum or otherwise.  
10 (C) Any other payments the board has not affirmatively determined  
11 to be special compensation.

12 (d) Notwithstanding any other provision of law, payrate and special  
13 compensation schedules, ordinances, or similar documents shall be  
14 public records available for public scrutiny.

15 (e) (1) As used in this part, "group or class of employment" means a  
16 number of employees considered together because they share  
17 similarities in job duties, work location, collective bargaining unit, or  
18 other logical work-related grouping. One employee may not be  
19 considered a group or class.

20 (2) Increases in compensation earnable granted to an employee  
21 who is not in a group or class shall be limited during the final  
22 compensation period applicable to the employees, as well as the  
23 two years immediately preceding the final compensation period, to  
24 the average increase in compensation earnable during the same  
25 period reported by the employer for all employees who are in the  
same membership classification, except as may otherwise be  
determined pursuant to regulations adopted by the board that  
establish reasonable standards for granting exceptions.

(f) As used in this part, "final settlement pay" means any pay or  
cash conversions of employee benefits that are in excess of  
compensation earnable, that are granted or awarded to a member  
in connection with, or in anticipation of, a separation from  
employment. The board shall promulgate regulations that delineate  
more specifically what constitutes final settlement pay.

V

21 The Board of Administration defines "final settlement pay" in California  
22 Code of Regulations, Title 2, Section 570, which provides in pertinent part:  
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24 "Final settlement pay" means any pay or cash conversions of  
25 employee benefits in excess of compensation earnable, that are  
granted or awarded to a member in connection with or in

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anticipation of a separation from employment. Final settlement pay is excluded from payroll reporting to PERS, in either pay rate or compensation earnable.

For example, final settlement pay may consist of severance pay or so-called "golden parachutes". It may be based on accruals over a period of prior service. It is generally, but not always, paid during the period of final compensation. It may be paid in either lump-sum, or periodic payments.

Final settlement pay may take the form of any item of special compensation not listed in Section 571. It may also take the form of a bonus, retroactive adjustment to payrate, conversion of special compensation to payrate, or any other method of payroll reported to PERS.

Pursuant to Government Code section 20636(c)(6), the Board of Administration exclusively delineated all items which constitute "special compensation," in California Code of Regulations, Title 2, Section 571. This regulation provides in pertinent part:

(a) The following list exclusively identifies and defines special compensation items for members employed by contracting agency and school employers that must be reported to CalPERS if they are contained in a written labor policy or agreement:

(1) INCENTIVE PAY

.....  
(2) EDUCATIONAL PAY

.....  
(3) PREMIUM PAY

.....  
(4) SPECIAL ASSIGNMENT PAY

.....  
(5) STATUTORY ITEMS

(b) The Board has determined that all items of special compensation listed in subsection (a) are:

(1) Contained in a written labor policy or agreement;

(2) Available to all members in the group or class;

- 1 (3) Part of normally required duties;  
2 (4) Performed during normal hours of employment;  
3 (5) Paid periodically as earned;  
4 (6) Historically consistent with prior payments for the job  
classification;  
5 (7) Not paid exclusively in the final compensation period;  
6 (8) Not final settlement pay; and,  
7 (9) Not creating an unfunded liability over and above PERS'  
actuarial assumptions.  
8 (c) Only items listed in subsection (a) have been affirmatively  
9 determined to be special compensation. All items of special  
10 compensation reported to PERS will be subject to review for  
continued conformity with all of the standards listed in subsection  
11 (b).  
12 (d) If an item of special compensation is not listed in subsection (a),  
or is out of compliance with any of the standards in subsection (b)  
as reported for an individual, then it shall not be used to calculate  
final compensation for that individual.

13 VI

14 CalPERS reviewed respondent Bacon's compensation in the form of a "special  
15 salary adjustment" reported to CalPERS by respondent City and determined it is not  
16 eligible to be included in the calculation of final compensation.

17 VII

18 By letter dated September 14, 2011, respondent Bacon was notified of  
19 CalPERS' determination and was advised of his appeal rights.

20 VIII

21 By letter dated October 11, 2011, respondent Bacon filed a timely appeal, and  
22 has requested an administrative hearing.

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IX

This appeal is limited to the issue of whether compensation in the form of a "special salary adjustment" pursuant to a settlement agreement between respondent Bacon and respondent City, can be included in the calculation of respondent Bacon's final compensation.

BOARD OF ADMINISTRATION, CALIFORNIA  
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

Dated: 7/19/2014 BY   
RENEE OSTRANDER  
Acting Division Chief  
Customer Account Services Division



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8 Attorneys for Petitioner California  
9 Public Employees' Retirement System

10 BOARD OF ADMINISTRATION  
11 CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM

12 In the Matter of the Calculation of Final  
13 Compensation of

14 DARRYL HURT,

15 Respondent,

16 and

17 CITY OF RIVERSIDE,

18 Respondent.

19 AGENCY CASE NO. 2012-0190  
20 OAH NO.

21 STATEMENT OF ISSUES

22 Hearing Date: March 12, 2015  
23 Hearing Location: San Bernardino,  
24 CA

25 Petitioner California Public Employees' Retirement System (CalPERS), states:

I

Petitioner makes and files this Statement of Issues in its official capacity as such  
and not otherwise.

II

Respondent Darryl Hurt (respondent Hurt) was employed by respondent City of  
Riverside (respondent City) as a Police Lieutenant from October 8, 1982 through  
January 18, 2011. Prior to that, respondent Hurt was employed by City of Rialto from  
April 7, 1981 through July 29, 1981. By virtue of his employment, respondent Hurt is a  
local safety member of CalPERS.



1 Respondent City is a public agency contracting with CalPERS for retirement  
2 benefits for its eligible employees. The provisions of respondent City's contract with  
3 CalPERS are contained in the Public Employees' Retirement Law (the PERL). (Cal.  
4 Gov. Code §§ 20000 et seq.)

5 CalPERS is a defined benefit plan. Benefits for its members are funded by  
6 member and employer contributions, and by interest and other earnings on those  
7 contributions. The amount of a member's contributions is determined by applying a  
8 fixed percentage to the member's compensation. A public agency's contribution is  
9 determined by applying a rate to the payroll of the agency. Using certain actuarial  
10 assumptions specified by law, the CalPERS Board of Administration sets the employer  
11 contribution rate on an annual basis.

12 III

13 On April 12, 2010, respondent Hurt and respondent City reached a settlement  
14 that awarded respondent Hurt a "special salary adjustment."

15 On or about September 1, 2010, respondent Hurt signed an application for  
16 service pending industrial disability retirement. Respondent Hurt retired for industrial  
17 disability effective January 19, 2011, with 28.913 years of service credit, and has been  
18 receiving his retirement allowance from that date.

19 The amount of a member's service retirement allowance is calculated by  
20 applying a percentage figure, based upon the member's age on the date of retirement,  
21 to the member's years of service and the member's "final compensation." In  
22 computing a member's retirement allowance, CalPERS staff may review the salary  
23 reported by the employer for the member to ensure that only those items allowed  
24 under the PERL will be included in the member's "final compensation" for purposes of

1 calculating the retirement allowance.

2 IV

3 The following provisions of the Government Code, which were in effect at all  
4 times pertinent to this appeal, are relevant to calculation of final compensation:

5 Section 20630 provides in pertinent part:

6 **"Compensation"**

7 (a) As used in this part, "compensation" means the remuneration  
8 paid out of funds controlled by the employer in payment for the  
9 member's services performed during normal working hours or for  
10 time during which the member is excused from work because of  
11 any of the following:

- 12 (1) Holidays.
- 13 (2) Sick leave.
- 14 (3) Industrial disability leave, during which, benefits are payable  
15 pursuant to Sections 4800 and 4850 of the Labor Code, Article 4  
16 (commencing with Section 19869) of Chapter 2.5 of Part 2.6, or  
17 Section 44043 or 87042 of the Education Code.
- 18 (4) Vacation.
- 19 (5) Compensatory time off.
- 20 (6) Leave of absence.

21 (b) When compensation is reported to the board, the employer shall  
22 identify the pay period in which the compensation was earned  
23 regardless of when reported or paid. Compensation shall be  
24 reported in accordance with Section 20636 and shall not exceed  
25 compensation earnable, as defined in Section 20636.

Section 20636 provides in pertinent part:

18 **"Compensation Earnable"**

19 (a) "Compensation earnable" by a member means the payrate and  
20 special compensation of the member, as defined by subdivisions  
21 (b), (c), and (g), and as limited by Section 21752.5.

22 (b) (1) "Payrate" means the normal monthly rate of pay or base pay  
23 of the member paid in cash to similarly situated members of the  
24 same group or class of employment for services rendered on a full-  
25 time basis during normal working hours, pursuant to publicly  
available pay schedules. "Payrate," for a member who is not in a  
group or class, means the monthly rate of pay or base pay of the  
member, paid in cash and pursuant to publicly available pay  
schedules, for services rendered on a full-time basis during normal

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working hours, subject to the limitations of paragraph (2) of subdivision (e).

(2) "Payrate" shall include an amount deducted from a member's salary for any of the following:

(A) Participation in a deferred compensation plan.

(B) Payment for participation in a retirement plan that meets the requirements of Section 401(k) of Title 26 of the United States Code.

(C) Payment into a money purchase pension plan and trust that meets the requirements of Section 401(a) of Title 26 of the United States Code.

(D) Participation in a flexible benefits program.

(3) The computation for a leave without pay of a member shall be based on the compensation earnable by him or her at the beginning of the absence.

(4) The computation for time prior to entering state service shall be based on the compensation earnable by him or her in the position first held by him or her in state service.

(c) (1) Special compensation of a member includes a payment received for special skills, knowledge, abilities, work assignment, workdays or hours, or other work conditions.

(2) Special compensation shall be limited to that which is received by a member pursuant to a labor policy or agreement or as otherwise required by state or federal law, to similarly situated members of a group or class of employment that is in addition to payrate. If an individual is not part of a group or class, special compensation shall be limited to that which the board determines is received by similarly situated members in the closest related group or class that is in addition to payrate, subject to the limitations of paragraph (2) of subdivision (e).

(3) Special compensation shall be for services rendered during normal working hours and, when reported to the board, the employer shall identify the pay period in which the special compensation was earned.

(4) Special compensation may include the full monetary value of normal contributions paid to the board by the employer, on behalf of the member and pursuant to Section 20691, if the employer's labor policy or agreement specifically provides for the inclusion of the normal contribution payment in compensation earnable.

(5) The monetary value of a service or noncash advantage furnished by the employer to the member, except as expressly and specifically provided in this part, is not special compensation unless regulations promulgated by the board specifically determine that value to be "special compensation."

(6) The board shall promulgate regulations that delineate more specifically and exclusively what constitutes "special compensation"

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as used in this section. A uniform allowance, the monetary value of employer-provided uniforms, holiday pay, and premium pay for hours worked within the normally scheduled or regular working hours that are in excess of the statutory maximum workweek or work period applicable to the employee under Section 201 et seq. of Title 29 of the United States Code shall be included as special compensation and appropriately defined in those regulations.

(7) Special compensation does not include any of the following:

- (A) Final settlement pay.
- (B) Payments made for additional services rendered outside of normal working hours, whether paid in lump sum or otherwise.
- (C) Any other payments the board has not affirmatively determined to be special compensation.

(d) Notwithstanding any other provision of law, payrate and special compensation schedules, ordinances, or similar documents shall be public records available for public scrutiny.

(e) (1) As used in this part, "group or class of employment" means a number of employees considered together because they share similarities in job duties, work location, collective bargaining unit, or other logical work-related grouping. One employee may not be considered a group or class.

(2) Increases in compensation earnable granted to an employee who is not in a group or class shall be limited during the final compensation period applicable to the employees, as well as the two years immediately preceding the final compensation period, to the average increase in compensation earnable during the same period reported by the employer for all employees who are in the same membership classification, except as may otherwise be determined pursuant to regulations adopted by the board that establish reasonable standards for granting exceptions.

(f) As used in this part, "final settlement pay" means any pay or cash conversions of employee benefits that are in excess of compensation earnable, that are granted or awarded to a member in connection with, or in anticipation of, a separation from employment. The board shall promulgate regulations that delineate more specifically what constitutes final settlement pay.

**V**

The Board of Administration defines "final settlement pay" in California Code of Regulations, Title 2, Section 570, which provides in pertinent part:

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"Final settlement pay" means any pay or cash conversions of employee benefits in excess of compensation earnable, that are granted or awarded to a member in connection with or in anticipation of a separation from employment. Final settlement pay is excluded from payroll reporting to PERS, in either pay rate or compensation earnable.

For example, final settlement pay may consist of severance pay or so-called "golden parachutes". It may be based on accruals over a period of prior service. It is generally, but not always, paid during the period of final compensation. It may be paid in either lump-sum, or periodic payments.

Final settlement pay may take the form of any item of special compensation not listed in Section 571. It may also take the form of a bonus, retroactive adjustment to payrate, conversion of special compensation to payrate, or any other method of payroll reported to PERS.

Pursuant to Government Code section 20636(c)(6), the Board of Administration exclusively delineated all items which constitute "special compensation," in California Code of Regulations, Title 2, Section 571. This regulation provides in pertinent part:

(a) The following list exclusively identifies and defines special compensation items for members employed by contracting agency and school employers that must be reported to CalPERS if they are contained in a written labor policy or agreement:

- (1) INCENTIVE PAY  
.....
- (2) EDUCATIONAL PAY  
.....
- (3) PREMIUM PAY  
.....
- (4) SPECIAL ASSIGNMENT PAY  
.....
- (5) STATUTORY ITEMS  
.....

(b) The Board has determined that all items of special compensation listed in subsection (a) are:

- (1) Contained in a written labor policy or agreement;

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- (2) Available to all members in the group or class;
- (3) Part of normally required duties;
- (4) Performed during normal hours of employment;
- (5) Paid periodically as earned;
- (6) Historically consistent with prior payments for the job classification;
- (7) Not paid exclusively in the final compensation period;
- (8) Not final settlement pay; and,
- (9) Not creating an unfunded liability over and above PERS' actuarial assumptions.

(c) Only items listed in subsection (a) have been affirmatively determined to be special compensation. All items of special compensation reported to PERS will be subject to review for continued conformity with all of the standards listed in subsection (b).

(d) If an item of special compensation is not listed in subsection (a), or is out of compliance with any of the standards in subsection (b) as reported for an individual, then it shall not be used to calculate final compensation for that individual.

**VI**

CalPERS reviewed respondent Hurt's compensation in the form of a "special salary adjustment" reported to CalPERS by respondent City and determined it is not eligible to be included in the calculation of final compensation.

**VII**

By letter dated September 14, 2011, respondent Hurt was notified of CalPERS' determination and was advised of his appeal rights.

**VIII**

By letter dated October 28, 2011, respondent Hurt filed a timely appeal, and has requested an administrative hearing.

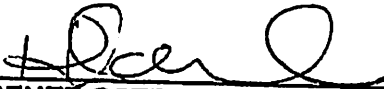
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IX

This appeal is limited to the issue of whether compensation in the form of a "special salary adjustment" pursuant to a settlement agreement between respondent Hurt and respondent City, can be included in the calculation of respondent Hurt's final compensation.

BOARD OF ADMINISTRATION, CALIFORNIA  
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

Dated: 9/19/2014 BY   
RENEE OSTRANDER  
Acting Division Chief  
Customer Account Services Division



SEP-20-2011 08:16 From:

To: 719899853299

Page: 2 5



California Public Employees' Retirement System  
Customer Account Services Division  
Retirement Account Services Section  
P.O. Box 942709  
Sacramento, CA 94229-2709  
TTY: (877) 249-7442  
888 CalPERS (or 888-225-7377) phone • (916) 795-4166 fax  
www.calpers.ca.gov

September 14, 2011

Mr. Timothy Bacon



Dear Mr. Bacon:

The California Public Employees' Retirement System's (CalPERS) Compensation Review Unit has reviewed the compensation reported on your behalf by the City of Riverside (City) and has found compensation that does not comply with the California Public Employees' Retirement Law (PERL).

The City reported your monthly payrate to CalPERS for the period of July 2009 to July 2010 as follows:

Monthly Payrate

\$12,603.55 - 07/09 to 05/10 which equals \$11,562.89 in payrate and \$1,040.66 of 9% Employer Paid Member Contributions (EPMC)

\$14,588.49 - 06/10 to 07/10 which equals \$13,383.93 in payrate and \$1,204.56 of 9% EPMC.

According to the City's publicly available salary schedule report effective October 1, 2010 the maximum monthly salary allowed for your Police Lieutenant position was \$11,563.00. When supporting documentation was requested from the City by CalPERS Compensation Review Unit, the City provided a personnel action notice identifying the monthly salary adjustment of \$13,384 as a "special salary adjustment pursuant to a settlement" effective April 13, 2010.

Compensation reportable to CalPERS must meet all of the criteria outlined in Government Code §20636 "Compensation Earnable" and in the California Code of Regulations (CCR) Section §570 - 571.



SEP-20-2011 08:16 From:

To: 719099853299

Page: 3 5

Timothy Bacon  
September 14, 2011  
Page 2

GC §20636 states in part:

(b)(1) "Payrate" means the normal monthly rate of pay or base pay of the member paid in cash to similarly situated members of the same group or class of employment for services rendered on a full-time basis during normal working hours, pursuant to publicly available pay schedules.

(f) As used in this part, "final settlement pay" means pay or cash conversions of employee benefits that are in excess of compensation earnable, that are granted or awarded to a member in connection with, or in anticipation of, a separation from employment.

The CCR 570 defines final settlement pay in part as:

"Final settlement pay" means any pay or cash conversions of employee benefits in excess of compensation earnable, that are granted or awarded to a member in connection with or in anticipation of a separation from employment. Final settlement pay is excluded from payroll reporting to PERS, in either pay rate or compensation earnable.

For example, final settlement pay may consist of severance pay or so-called 'golden parachutes'.

Final settlement pay may take the form of any item of special compensation not listed in Section 571. It may also take the form of a bonus, retroactive adjustment to payrate, conversion of special compensation to payrate, or any other method of payroll reported to PERS.

All special compensation included was reported correctly and will be used in your retirement calculation. The City of Riverside will be requested to correct the reported increased monthly payrate of \$14,588.49 to \$12,603.55, which includes EPMC, for the June and July 2010 reporting in order to recover the contributions paid for this benefit. Please be aware your current monthly retirement allowance has already taken this adjustment into account.

You have the right to appeal the decision referred to in this letter if you desire to do so, by filing a written appeal with CalPERS, in Sacramento, within **thirty days of the date of the mailing of this letter**, in accordance with Government Code section 20134 and sections 555-555.4, Title 2, California Code of Regulations. An appeal, if filed, should set forth the factual basis and legal authorities for such appeal. A copy of the applicable statute and Code of Regulations sections are included for your reference. If you file an appeal, the Legal Office will contact you and handle all requests for information.

SEP-20-2011 PM:17 From:

To: 713099853259

Page: 4 5

Timothy Bacon  
September 14, 2011  
Page 3

Your appeal will be set for hearing with the Office of Administrative Hearings (OAH). The assigned CalPERS attorney will contact you to coordinate a hearing date. Depending on the current caseload of the OAH and the assigned attorney, the hearing date may be set several months after the case is opened. The OAH will typically offer its earliest available hearing date that meets the schedule of both parties.

If you choose not to be represented by an attorney, the assigned CalPERS lawyer will be in direct communication with you during the appeal process. If you do hire an attorney, please let CalPERS know immediately so our attorney can work directly with him or her.

Enclosed is an informational brochure on the General Procedures for Administrative Hearings.

After the hearing is completed, the Administrative Law Judge will issue a Proposed Decision in approximately 30 days. The CalPERS Board of Administration will then make a determination whether to accept or reject that Proposed Decision. If the Board rejects the Proposed Decision, they will hold a Full Board Hearing in order to review the entire hearing record again before finalizing their decision.

Your appeal should be mailed to the following address:

DARRYL J. WATSON, Chief  
Customer Account Services Division  
P.O. Box 942709  
Sacramento, CA 94229-2709

If you have any questions or concerns regarding this matter, please contact Jody Cozad, manager, at (888) 225-7377.

Sincerely,



TOMI JIMENEZ, Manager  
Compensation and Employer Review  
Customer Account Services Division

Enclosures

cc: Jana Maurice  
Darryl J Watson

**§555. Action of Executive Officer.**

The Executive Officer is hereby authorized to act: on any application for refund of contributions, crediting of service, correction of records, retirement for disability or service, and death benefits and allowances; and to fix and authorize the payment of any refund, allowance or benefit to which such applicant may be found to be entitled; to cause medical examination of retired persons; and to reinstate such persons from retirement upon his determination that disability does not exist. The Executive Officer may refer the question of an applicant's entitlement to any refund, allowance or benefit or of his reinstatement from retirement to a hearing officer for hearing.

The Executive Officer is hereby authorized and empowered to delegate to his subordinates authority to take any such action on his behalf.

**§555.1. Right of Appeal.**

Any applicant dissatisfied with the action of the Executive Officer on his application, other than his referral of the matter for hearing, may appeal such action to the Board by filing a written notice of such appeal at the offices of the Board within thirty days of the date of the mailing to him by the Executive Officer, at his most recent address of record, of notice of the action and right of appeal. An appeal shall contain a statement of the facts and the law forming the basis for appeal. Upon a satisfactory showing of good cause, the Executive Officer may grant additional time not to exceed 30 days, within which to file such appeal.

**§555.2. Statement of Issues.**

Any applicant filing an appeal shall be entitled to a hearing, and upon the filing of an appeal in accordance with these rules, or upon the Executive Officer's referral of any question for hearing, the Executive Officer shall execute a statement of issues. Such action of the Executive Officer shall not preclude the Board from recalling the proceedings for its review or hearing.

**§555.3. Accusation.**

Any member whose retirement for disability has been requested by his employer shall be entitled to a hearing. The Executive Officer, upon determination that a member shall be retired for disability on such application, shall file an accusation and serve a copy thereof on the member and his employer.

**§555.4. Hearings.**

All hearings shall be conducted in accordance with the provisions of Chapter 5, Part 1, Division 3, Title 2 of the Government Code. Each case shall be heard by the hearing officer alone. All proposed decisions of hearing officers shall be referred to the Board. The Executive Officer is hereby authorized and empowered to take, in the name and on behalf of the Board, any action which the Board is authorized or directed by law to take with respect to procedural and jurisdictional matters in connection with any case in which a statement of issues or accusation has been filed.



California Public Employees' Retirement System  
Customer Account Services Division  
Retirement Account Services Section  
P.O. Box 942709  
Sacramento, CA 94229-2709  
TTY: (877) 249-7442  
888 CalPERS (or 888-225-7377) phone • (916) 795-4166 fax  
www.calpers.ca.gov

September 14, 2011

Mr. Darryl Hurt



Dear Mr. Hurt:

The California Public Employees' Retirement System's (CalPERS) Compensation Review Unit has reviewed the compensation reported on your behalf by the City of Riverside (City) and has found compensation that does not comply with the California Public Employees' Retirement Law (PERL).

The City reported your monthly payrate to CalPERS for the period of January 2010 to January 2011 as follows:

Monthly Payrate

\$12,603.55 - 01/10 to 05/10 which equals \$11,562.89 in payrate and \$1,040.66 of 9% Employer Paid Member Contributions (EPMC)

\$14,588.49 - 06/10 to 01/11 which equals \$13,383.93 in payrate and \$1,204.56 of 9% EPMC.

According to the City's publicly available salary schedule report effective October 1, 2010 the maximum monthly salary allowed for your Police Lieutenant position was \$11,563.00. When supporting documentation was requested from the City by CalPERS Compensation Review Unit, the City provided a personnel action notice identifying the salary adjustment as a "special salary adjustment pursuant to a settlement" effective April 13, 2010. The City also stated, "The settlement agreement required Mr. Hurt to be compensated at the level of top step of the Captain range, but he was not formally promoted to the rank of Captain."

Compensation reportable to CalPERS must meet all of the criteria outlined in Government Code §20636 "Compensation Earnable" and in the California Code of Regulations (CCR) Section §570 - 571.



Darryl Hurt  
September 14, 2011  
Page 2

GC §20636 states in part:

(b)(1) "Payrate" means the normal monthly rate of pay or base pay of the member paid in cash to similarly situated members of the same group or class of employment for services rendered on a full-time basis during normal working hours, pursuant to publicly available pay schedules.

(f) As used in this part, "final settlement pay" means pay or cash conversions of employee benefits that are in excess of compensation earnable, that are granted or awarded to a member in connection with, or in anticipation of, a separation from employment.

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Darryl Hurt

September 14, 2011

Page 3

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P.O. Box 942709  
Sacramento, CA 94229-2709

If you have any questions or concerns regarding this matter, please contact Jody Cozad, manager at (888) CalPERS (or 888-225-7377).

Sincerely,



TOMI JIMENEZ, Manager  
Compensation and Employer Review  
Customer Account Services Division

Enclosures

cc: Jana Maurice  
Darryl J. Watson

1 Michael A. McGill, Esq. SBN 231613  
mcgill@policeattorney.com  
2 Danielle K. Little, Esq. SBN 239784  
danielle@policeattorney.com  
3 **LACKIE, DAMMEIER & MCGILL APC**  
367 North Second Avenue  
4 Upland, CA 91786  
Tel: (909) 985-4003  
5 Fax: (909) 985-3299

6 Attorneys for Plaintiff  
TIM BACON

7  
8 UNITED STATES DISTRICT COURT  
9 CENTRAL DISTRICT OF CALIFORNIA - RIVERSIDE

10 TIM BACON,

11 Plaintiff,

12 vs.

13 CITY OF RIVERSIDE, A Public  
Entity; CITY OF RIVERSIDE  
14 POLICE DEPARTMENT, A Public  
Agency; STEVE ADAMS,  
15 individually and in his official capacity  
as a City Council Member; FRANK  
16 SCHIAVONE, individually and in his  
official capacity as a City Council  
17 Member; BRAD HUDSON,  
individually and in his capacity as City  
18 Manager; TOM DESANTIS,  
individually and in his capacity as  
19 Assistant City Manager; RUSS  
LEACH in his capacity as Chief of  
20 Police; and DOES 1 through 10  
INCLUSIVE,

21 Defendants.

Case No.: CV 08-6377 PA (JWJx).

**SECOND AMENDED COMPLAINT  
FOR DAMAGES, INJUNCTIVE AND  
DECLARATORY RELIEF FOR:**

1. Whistleblower Retaliation, Cal. Labor Code §§1101, 1102 and 1102.5
2. Violation of Ralph Act, Cal. Civil Code § 51.7
3. Violation of Bane Act, Cal. Civil Code § 52.1
4. Violation of Rights of Public Servants to Engage In Political Activities and Association (Cal. Govt. Code §§3302, 3309.5, 3502, 3506, 3508)
5. California Constitution, Article I, §§2, 3
6. Violation Of Civil Rights, 42 U.S.C. §1983

**DEMAND FOR JURY TRIAL**

F.R. Civ. P. Rule 38  
C.D. Cal. Local Rule 38-1

22  
23  
24  
25  
26 COMES NOW, TIM BACON, who demands a jury trial and seeks monetary  
27 compensation and injunctive relief against DEFENDANTS on each of the  
28

2009 FEB 20 PM 2:08  
FEDERAL DISTRICT COURT  
LOS ANGELES

FILED





1 following causes of action.

2 **I.**

3 **PREFATORY**

4 1. This is an action for damages and injunctive relief for violations of  
5 Riverside Police Department Lieutenant Tim Bacon's civil rights pursuant to 42  
6 U.S.C. §1983, state labor and civil code violations, unlawful failure to promote,  
7 and retaliation. Defendants, who include his current employer, high-ranking City  
8 officials and City Council members, unlawfully retaliated and took myriad adverse  
9 actions against Plaintiff solely because Plaintiff lawfully exercised his individual  
10 civil rights and liberties of free expression and association, as well as his exercise  
11 of lawful labor organizational, social and political activities.  
12

13 **II.**

14 **JURISDICTION AND VENUE**

15 2. Plaintiff's action is authorized by 42 U.S.C. §1983, which provides  
16 for redress for deprivation under color of state law of rights secured by the  
17 Constitution and laws of the United States. Jurisdiction is conferred on this Court  
18 by 28 U.S.C. §1343(3) which provides for jurisdiction in this Court of suits  
19 authorized by 42 U.S.C. §1983 to redress the deprivation under color of state law  
20 of any right, privilege, or immunity secured by the Constitution of the United  
21 States and by 28 U.S.C. §1343(4) which provides for the protection of civil rights.  
22

23 3. Federal supplemental jurisdiction over the state law claims is  
24 conferred by 28 U.S.C. §1367.

25 4. This Court has authority to provide declaratory and injunctive relief in  
26 this case pursuant to 28 U.S.C. §§2201 and 2202.  
27  
28

1           5.     Venue is proper in the Central District of California because the  
2 wrongs alleged herein occurred within the City of Riverside, County of Riverside,  
3 located within the Central District.

4  
5   **III.**  
6   **PARTIES**

7           6.     **PLAINTIFF TIM BACON** was, at all times relevant to the allegations  
8 contained herein, a resident of Riverside County, State of California.

9           7.     Plaintiff, at all times relevant to the allegations contained herein, was  
10 employed by the **CITY OF RIVERSIDE** (hereinafter "the **CITY**") for  
11 approximately twenty-five years as a peace officer with the Riverside Police  
12 Department. On or about September 2001 he became a Lieutenant.

13           8.     Plaintiff has also served as a member of the Riverside Police  
14 Administrators' Association (hereinafter, "**RPAA**"), and was appointed by  
15 President Darryl Hurt to **RPAA** Political Action Committee Board ("**PAC**") to  
16 address **RPAA** concerns.

17           9.     The **CITY** is a duly enacted municipality organized and existing under  
18 the laws of the State of California and wholly situated in the County of Riverside.  
19 The Riverside Police Department (hereinafter, "the **DEPARTMENT**") is an  
20 operating Department, Agency, and/or Office of **CITY**.

21           10.    Defendant **BRAD HUDSON** (hereinafter "**HUDSON**") was, at all  
22 times relevant to the allegations contained herein, the City Manager for the **CITY**.  
23 **ADAMS** is sued individually and in his official capacity. At all times relevant to  
24 the allegations contained herein, the **CITY** delegated its final policy-making  
25 authority to **HUDSON** for all purposes connected with the management of  
26 employment relations matters within the **CITY** and involving **CITY** employees.  
27 The **CITY** adopted and ratified each of the decisions **HUDSON** made in his official  
28

1 capacity as alleged herein as the CITY'S own policies, customs, practices and/or  
2 decisions, as if the same had been promulgated directly by the CITY, except as  
3 what expressly appears herein to the contrary.

4 11. HUDSON acted intentionally, wantonly and maliciously.

5 12. Defendant TOM DESANTIS (hereinafter "DESANTIS") was, at all  
6 times relevant to the allegations contained herein, the Assistant City Manager for  
7 the CITY. At all times relevant to the allegations contained herein, the CITY  
8 delegated its final policy-making authority to DESANTIS for all purposes  
9 connected with the management of employment relations matters within the CITY  
10 and involving CITY employees. The CITY adopted and ratified each of the  
11 decisions DESANTIS made in his official capacity as alleged herein as the CITY's  
12 own policies, customs, practices and/or decisions, as if the same had been  
13 promulgated directly by the CITY, except as what expressly appears herein to the  
14 contrary. DESANTIS is sued individually and in his official capacity.

15 13. DESANTIS acted intentionally, wantonly and maliciously.

16 14. Defendant RUSS LEACH hereinafter (hereinafter "LEACH") was, at  
17 all times relevant to the allegations contained herein, employed by CITY as the  
18 Chief of Police for the DEPARTMENT. In doing the things alleged to have been  
19 done herein, LEACH acted under color of state law, within the course and scope of  
20 his employment, and as an official policy-maker for CITY. As a City Department  
21 Head, Manager and/or Supervisor, LEACH has and is vested with policy-making  
22 authority over actions such as the ones at issue in this Complaint.

23 15. Defendant STEVE ADAMS (hereinafter "ADAMS") was, at all times  
24 relevant to the allegations contained herein, a duly elected member of the Riverside  
25 City Council for CITY. ADAMS is sued individually and in his official capacity.  
26 In doing the things alleged to have been done herein, ADAMS acted under color of  
27 state law, within the course and scope of his employment and/or elected capacity,  
28

1 and as an official policy maker for the CITY. Further, in his capacity as a City  
2 Council Member, ADAMS was vested with policy-making authority over actions  
3 such as the ones at issue as described herein.

4 16. Upon information and belief, ADAMS is and was at all times relevant  
5 to the allegations contained herein a resident of Riverside County.

6 17. In doing the acts alleged in this Complaint to have been done,  
7 ADAMS did not act in his legislative capacity.

8 18. ADAMS, who at all relevant times mentioned herein, acted  
9 intentionally, wantonly and maliciously, and is being sued individually  
10

11 19. Defendant FRANK SCHIAVONE (hereinafter, "SCHIAVONE")  
12 was, at all times relevant to the allegations contained herein, a duly elected  
13 member of the Riverside City Council for the CITY. SCHIAVONE is sued  
14 individually and in his official capacity. In doing the things alleged to have been  
15 done herein, SCHIAVONE acted under color of state law, within the course and  
16 scope of his employment and/or elected capacity and as an official policy maker  
17 for CITY. Further, in his capacity as a City Council Member, SCHIAVONE was  
18 vested with policy-making authority over actions such as the ones at issue as  
19 described herein.

20 20. Upon information and belief, SCHIAVONE is and was at all times  
21 relevant to the allegations contained herein a resident of Riverside County.

22 21. In doing the acts alleged in this Complaint to have been done,  
23 SCHIAVONE did not act in his legislative capacity.

24 22. SCHIAVONE, who at all relevant times mentioned herein, acted  
25 intentionally, wantonly and maliciously, and is being sued individually.

26 23. At all times relevant to the allegations contained herein, each  
27 defendant ratified all acts and omissions by each of the other Defendants.  
28

1           24. Defendants DOES 1 through 100 are unknown or unidentified at this  
2 time. Upon information and belief, each Doe is in some manner responsible for  
3 the wrongs alleged herein, and each such Defendant advised, encouraged,  
4 participated in, ratified, directed, or conspired to do the wrongful acts alleged  
5 herein. When the true names and capacities of said Defendants become known ,  
6 PLAINTIFF will amend this Complaint to show the true identities of each said  
7 DOE in place of their fictitious names as DOES 1 through 10 respectfully.

8           25. Upon information and belief, at all times mentioned herein,  
9 Defendants, and each of them, was the agent, employee and servant of every other  
10 Defendant and each Defendant alleged herein acted in the course and scope of said  
11 agency, service and employment at all relevant times.

13  
14    **IV.**  
15    **FACTS COMMON TO ALL COUNTS**

16           26. Beginning in approximately January 2005 the CITY OF RIVERSIDE  
17 engaged in numerous and repeated unlawful actions, including, but not limited to,  
18 the following: refusing to honor various contractual provisions, including the “Me  
19 Too” clause in the RPAA Memoranda of Understanding; attempting to “union-  
20 bust” the RPAA by entering into “at-will” positions with individual members of  
21 the RPAA; surreptitiously offering positions within the Department by advertising  
22 in outside trade magazines without notifying in house personnel; engaging in  
23 employment promotion practices evincing favoritism and/or undue influence by  
24 CITY HALL; and usurping and/or over-ruling the promotional decision of the  
25 Chief of Police.

26           27. Plaintiff had been a long-standing member of the RPAA and had  
27 worked to address labor, organizational and political concerns. In or around  
28 January 2006, Plaintiff began working closely with the newly elected RPAA

1 President, Darryl Hurt, to address and correct these and other improprieties as  
2 alleged herein. Plaintiff's appointment to the PAC Board was to enable Plaintiff to  
3 further address and correct these issues. Plaintiff's collaborative efforts with the  
4 RPAA President lasted from then until now.

5 28. Due to Plaintiff's lifelong and respected community ties and  
6 relationships, the RPAA, the RPOA (hereinafter, "RPOA") Presidents would seek  
7 Plaintiff's assistance in garnering community involvement to support political  
8 issues. The RPAA President Darryl Hurt particularly sought out and involved  
9 Plaintiff in RPAA political and MOU issues needing community support.

10 29. On or about May 19, 2006, Plaintiff learned CITY had placed for  
11 consideration on the City Council agenda a proposal to change certain RPAA  
12 members' job classifications, without meeting and conferring with RPAA. This  
13 change affected the positions of Deputy and Assistant Chief by creating "at will"  
14 contracted employees at these ranks.

15 30. On or about May 23, 2006, Plaintiff, along with RPAA President  
16 Darryl Hurt, voiced his concerns to LEACH and City Council Members Art Gage  
17 and SCHIAVONE that the proposal was improper. Plaintiff also organized  
18 community support and response at a City Council meeting.

19 31. On or about May 23, 2006, a high-ranking member of the  
20 DEPARTMENT told Plaintiff that City Hall blamed Plaintiff for the large  
21 community turnout and support for RPAA's concerns.

22 32. On or about May 23, 2006, Plaintiff was given information from a  
23 high-ranking member of the department, that LEACH opposed the contracted "at-  
24 will" proposals, but LEACH had little control over the DEPARTMENT because  
25 DESANTIS was micro-managing same with the apparent knowledge and  
26 acquiescence of HUDSON.  
27  
28

1 33. On or about June 29, 2006, RPAA membership, including Plaintiff,  
2 voted unanimously to sue CITY for breach of contract.

3 34. Upon finding out about the aforementioned vote, Defendants  
4 HUDSON and DESANTIS demanded that high-ranking police management  
5 members find out and report to them the names of every RPAA Member who  
6 voted in favor of the lawsuit. Defendants indicated to high-ranking members of  
7 the police management team that Plaintiff/RPAA members should "be careful"  
8 about what they were doing and what they were doing because HUDSON and  
9 DESANTIS were "revengeful" and "retaliatory."

10 35. On July 18, 2006, RPAA sued the CITY. After the City lost a  
11 demurrer on or about November 2006, the CITY gave a "best and final offer"  
12 proposal to RPAA, which was rejected by the group on January 4, 2007. Upon  
13 information and belief, the CITY, including HUDSON and DESANTIS demanded  
14 to know which RPAA members were voting "no."

15 36. On August 31, 2006, upon information and belief, HUDSON and  
16 DESANTIS told high-ranking department personnel that they did not like certain  
17 Board members of the RPAA.

18 37. On or about March 27, 2007, even though the CITY gave public  
19 assurances at the prior City Council meeting of May 19, 2006, that "at will"  
20 positions of different classifications would not be made, HUDSON and  
21 DESANTIS made yet another attempt to create at-will positions at the Assistant  
22 and Deputy Chief level and attempted to place these improper contracts on the  
23 CITY council agenda for approval.

24 38. On many occasions, since July 2006 to at least May 2008, high-  
25 ranking DEPARTMENT managers have informed Plaintiff and numerous RPAA  
26 and Riverside Police Officer Association ("RPOA") members that the  
27 DEPARTMENT Head, LEACH, had no control over the police department and  
28

1 most decisions concerning promotions, organizing the department and personnel  
2 changes were being made from City Hall.

3 39. Upon information and belief, RPAA President, Darryl Hurt contacted  
4 SCHIAVONE and City Councilman Art Gage to object to the aforementioned and  
5 also mobilized community leaders to attend the March 27, 2007 council meeting to  
6 object. As a result of Plaintiff's efforts on behalf of the RPAA, HUDSON'S and  
7 DESANTIS' improper proposal was removed from the agenda.

8 40. Upon information and belief, the two individuals who originally were  
9 to be promoted under contract in a "at-will" capacity as Executive Level  
10 management, as Assistant and Deputy Chief respectively were promoted without  
11 the contracts subject to Peace officer property rights protections.

12 41. RPAA and RPOA members, including Plaintiff nevertheless attended  
13 the City Council meeting to challenge the City's improper further and continued  
14 attempted actions to create contracted "at will" positions in the DEPARTMENT  
15 without meeting and conferring with either of the Associations. Further, upon  
16 information and belief, members of CITY staff were taking notes of RPAA  
17 members who supported Plaintiff's actions and attended the Council meeting.

18 42. During the 2007 campaigning and election period for certain Council  
19 seats, Plaintiff representing RPAA membership, actively supported candidates for  
20 City Council that members believed would best serve the interests of the public.  
21 Defendant ADAMS was an incumbent running for re-election, and neither the  
22 RPOA nor the RPAA supported. Plaintiff was instrumental in achieving RPAA  
23 support for candidates who opposed Defendant ADAMS. Plaintiff, including  
24 RPAA and its informal PAC members, posted signs, made telephone calls, ran  
25 telephone banks, advertised it's support for candidates, attended fund raising  
26 events and engaged in numerous other activities to support candidates other than  
27 Defendant ADAMS.  
28



1           43. Upon information and belief, ADAMS and SCHIAVONE have made  
2 negative and retaliatory remarks against Plaintiff because of Plaintiff's political  
3 activities, and have indicated that Plaintiff's lawful political activities should and  
4 will be held against him in the future.

5           44. Upon information and belief, SCHIAVONE told a DEPARTMENT  
6 officer that if he (the officer) ever wanted to get promoted he should distance  
7 himself from Plaintiff. SCHIAVONE also inferred and expressed to officers that  
8 he would be retaliating against Plaintiff.

9           45. Upon information and belief, ADAMS told an officer that he (the  
10 officer) would never be promoted because of activities with Plaintiff when Plaintiff  
11 campaigned against him.

12           46. Upon information and belief, Defendant ADAMS told one officer that  
13 because that Officer did not back him for City Council and because he actively  
14 campaigned against his candidacy, he would "never fuckin get promoted."

15           47. On numerous occasions, HUDSON, DESANTIS and LEACH have  
16 indicated that Plaintiff will never be promoted because of his political and labor  
17 organizational activities.

18           48. As a result of information and follow-up investigation by Plaintiff  
19 concerning Plaintiff's discovery that LEACH might have acquiesced to  
20 HUDSON'S and DESANTIS' improper demands for concealed weapons permits,  
21 the California Attorney General (hereinafter "CAAG") and the Riverside District  
22 Attorney scrutinized the CITY. Although the source of the information to the  
23 respective Attorney's Offices was not revealed, upon information and belief,  
24 DEFENDANTS believed that Plaintiff was one of several RPAA board members  
25 who released the information. Upon information and belief, HUDSON and  
26 DESANTIS were angry about same and used this as one of the reasons to take  
27 adverse employment actions Plaintiff.  
28

1           49. High-ranking police management have informed community members  
2 and activists that Plaintiff “should be careful doing political stuff at the police  
3 department.”

4           50. On or about May, 2007, a high ranking member of the police  
5 department management team informed Lieutenant Tim Bacon that he was a  
6 “company man” and that he had information that the CITY was going to “pay  
7 Plaintiff and other RPAA Members back” because, *inter alia*, their “poor political  
8 decisions.” A high-ranking official went on to state that RPAA should not be  
9 involved with politics and that Plaintiff “cease his political dealings because if  
10 Plaintiff didn’t it would hurt him.”

11           51. In or about October 2007, a high-ranking official told Plaintiff that he  
12 and RPAA President, Darryl Hurt would not be considered for promotion because  
13 of their positions and actions within the RPAA, and that the rank of “Captain is no  
14 longer a position based on merit – it is a political position and City Hall will have a  
15 great deal to do with next selection.”

16           52. Defendants have improperly made Plaintiff an example to CITY  
17 peace officers of the negative and retaliatory treatment same will endure should  
18 they challenge Defendants’ unlawful practices or engage in protected speech.

19           53. Each of the aforementioned adverse actions was taken against  
20 Plaintiff as a result of his protected speech activities. Defendant’s actions have and  
21 continue to violate Plaintiff’s rights under state, federal, and common law.

22           54. On or about May 2008, high-ranking members of the police  
23 management team were told to “find something” that would lead to the arrest or  
24 termination of Plaintiff.

25           55. Upon information and believe, DESANTIS, has ordered high-ranking  
26 police managers to take actions against Plaintiff that have adversely affected his  
27 reputation, career development and work schedule choices.  
28

1           56. Upon information and belief, and since around August 2005,  
2 Defendant LEACH has been limited in who he can promote.

3           57. Upon information and belief, Defendant, HUDSON and DESANTIS  
4 instituted a hiring freeze at the DEPARTMENT to stop LEACH from making his  
5 desired promotion, which may have included Plaintiff.

6           58. Upon information and belief, LEACH has abdicated his  
7 responsibilities to ensure that hiring decisions be done equitably and lawfully.

8           59. Upon information and belief, Defendants HUDSON, DESANTIS,  
9 ADAMS and SCHIAVONE have in fact, directed, manipulated and or made  
10 promotional decisions in the DEPARTMENT despite CITY personnel rules,  
11 regulations and mutually agreed upon MOU's indicating that Defendant LEACH  
12 make all such promotions. As such, Defendants are the de facto policy makers  
13 with regard to promotions in the DEPARTMENT.  
14

15           60. Upon information and belief, Plaintiff was qualified for the position of  
16 Captain by reason of his experience and training. During the course of his  
17 employment with CITY, Plaintiff performed his various duties and responsibilities  
18 in an exemplary fashion and otherwise capably performed each and every  
19 condition of his employment.

20           61. High-ranking police management members have informed Plaintiff to  
21 "fly under the radar" because HUDSON's office was concerned about his PAC  
22 activities and certain members of this RPAA group.

23           62. In or about January 2008, Plaintiff was passed over for promotion to  
24 the rank of Captain because of his aforementioned political and labor  
25 organizational activities.

26           63. Upon information and belief, a second vacancy for Captain has  
27 existed since January 2008 which to date has not been filled.  
28

1           64. Thus, the CITY has passed Plaintiff over for promotions at least twice  
2 because he engaging in political and labor organizational protected activities.

3           65. On or about February 1, 2008, RPAA President Hurt informed  
4 LEACH that Plaintiff would be filing a lawsuit for retaliation. A few hours later,  
5 Plaintiff was punitively reassigned without notice to a watch commander position,  
6 a position considered an unusual and negative action against a tenured,  
7 experienced and exemplary Lieutenant. The only Notice to Plaintiff of this transfer  
8 was given via DEPARTMENT-wide distribution of an email announcement.

9           66. On or about March 12, 2008 Plaintiff timely submitted a Tort Claim  
10 concerning the aforementioned activities.

11           67. To date, Defendants have not responded to the Tort Claim even  
12 though Plaintiffs submitted a query requesting they respond the same.

13           68. Plaintiff was not required to notify the California Labor Commission  
14 about his concerns.

15           69. Plaintiffs have complied with all other conditions precedent to the  
16 maintenance of this action.

17           70. DEFENDANTS' indications of hostility to the state and federal rights  
18 belonging to Plaintiff, both express and implied as aforementioned, would and did  
19 in fact render any attempt by Plaintiff to resolve same with Defendants futile.  
20

21           71. Plaintiffs have no plain, speedy, nor adequate remedy at law to  
22 prevent future violations of their civil rights, and therefore seek extraordinary relief  
23 in the form of permanent injunctions, as hereafter described.

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**V.**  
**FIRST CAUSE OF ACTION FOR RETALIATION**  
**(CAL. LABOR CODE §§1101, 1102 and 1102.5)**  
**AGAINST CITY OF RIVERSIDE**

72. Plaintiff repeats and re-alleges each and every allegation set forth above, and incorporates same by reference as though set forth fully herein.

73. Plaintiff was employed by DEFENDANT CITY OF RIVERSIDE.

74. Upon information and belief, DEFENDANTS believed that Plaintiff disclosed information to a government and law enforcement agency that disclosed DEFENDANTS' violations of state or federal statutes, as well as violations of DEPARTMENT policies and expected practices, including but not limited to, abuse of authority.

75. Plaintiff further believes and thereon alleges that DEFENDANTS' took adverse and retaliatory actions against Plaintiff which was intended to have, and/or did in fact did have, a chilling effect on Plaintiff and other CITY police officers, to show both that reporting or exposing improper and/or unlawful conduct, will result in negative actions against that officer.

76. Upon information and belief, each of the DEFENDANTS made, adopted, and/or enforced rules, regulations, and/or policies designed to prevent employees from disclosing violations of state or federal statutes, as well as DEPARTMENT policies and expected practices.

77. Upon information and belief, because DEFENDANTS believed that Plaintiff lodged a complaint as aforementioned, they retaliated against him for allegedly disclosing information to a government and law enforcement agency. DEFENDANTS' retaliatory acts described herein, included *inter alia*, limited to threats, ostracism, denied employment opportunities, denial of a retaliation free work environment, and knowingly making false, misleading or malicious

1 statements which were reasonably calculated to harm or destroy the reputation,  
2 authority or official standing of Plaintiff as a peace officer and public employee.

3 78. In doing the things alleged herein, DEFENDANTS violated Plaintiff's  
4 rights under California Labor Code §1102 by attempting to influence or coerce  
5 political activity by retaliating against Plaintiff for his actions as a member of the  
6 RPAA and for calling into question, *inter alia*, policies and practices by  
7 DEPARTMENT act in violation of the MOU, state and federal law.

8 79. Defendants further violated Labor Code §1101 by controlling and  
9 directing, or tending to control or direct the political activities or affiliations of its  
10 employees by retaliating against Plaintiff for his actions as a member of the RPAA  
11 and for calling into question, *inter alia*, policies and practices by DEPARTMENT  
12 act in violation of the MOU, state and federal law.

13 80. As a result of the conduct described herein by DEFENDANT,  
14 Plaintiff has sustained and will continue to sustain severe physical, mental, and  
15 emotional injuries, pain, distress, suffering, anguish, fright, nervousness, grief,  
16 anxiety, worry, shame, mortification, injured feelings, mental suffering, shock,  
17 humiliation and indignity, as well as other unpleasant physical, mental, and  
18 emotional reactions, damages to good name, reputation, standing in the  
19 community, and other non-economic damages.

20 81. As a further result of the conduct described herein, Plaintiff was and  
21 will be hindered, prevented, and/or precluded from performing Plaintiff's usual  
22 activities and occupation, causing Plaintiff to sustain damages for loss of income,  
23 wages, earning, and earning capacity, and other economic damages, in an amount  
24 to be ascertained according to proof.

25 82. As a further result of the conduct described herein, Plaintiff suffered  
26 incidental, consequential, and/or special damages in an amount according to proof.  
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1 83. As a further result of the conduct described herein, Plaintiff has and  
2 will sustain attorneys' fees and costs in an amount according to proof.  
3

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5 **VI.**  
6 **SECOND CAUSE OF ACTION FOR VIOLATIONS OF**  
7 **THE RALPH CIVIL RIGHTS ACT (CAL. CIVIL CODE § 51.7.)**  
8 **AGAINST ALL DEFENDANTS**

9 84. Plaintiff repeats and re-alleges each and every allegation set forth  
10 above, and incorporates same by reference as though set forth fully herein.

11 85. California Civil Code §51.7(a) provides, in relevant part: All persons  
12 within the jurisdiction of this state have the right to be free from any violence, or  
13 intimidation by threat of violence, committed against their persons or property  
14 because of political affiliation, or . . . or position in a labor dispute, or because  
15 another person perceives them to have one or more of those characteristics. The  
16 identification in this subdivision of particular bases of discrimination is illustrative  
17 rather than restrictive.

18 86. Liability may also be found where a defendant "aids, incites, or  
19 conspires" in the denial of a right protected under Civil Code section 51.7. in  
20 violation of Civil Code section 52(b).

21 87. Plaintiff is and was a member of the RPAA, as well as an appointed  
22 member of the RPAA PAC Board and is therefore a member of a group protected  
23 by Civil Code §51.7.

24 88. Upon information and belief, DEFENDANTS threatened or  
25 committed violent acts against Plaintiff and/or his property interest in his  
26 employment with CITY because he was a member of a group protected by Civil  
27 Code §51.7 by *inter alia*, failing to promote him, a failure which did violence to  
28 his vested property interest.

1 89. Upon information and belief, motivating reasons for DEFENDANTS'  
2 aforementioned conduct included, *inter alia*, was Defendants' perception of  
3 Plaintiff's political affiliation with, Plaintiff's and labor organizational, political  
4 and social activities as a member, including an appointed PAC Board member of  
5 the RPAA, and his position in a labor dispute with CITY.

6 90. Plaintiff was harmed by DEFENDANTS' conduct.

7 91. DEFENDANTS' conduct as aforementioned was a substantial factor  
8 in causing Plaintiff's harm.

9 92. As a result of the conduct described herein, PLAINTIFF has and will  
10 sustain attorneys' fees and costs in an amount according to proof.

11 93. The aforesaid acts directed towards Plaintiff were carried out with a  
12 conscious disregard of Plaintiff's rights and with the intent to vex, injure, and  
13 annoy Plaintiff, such as to constitute oppression, fraud or malice pursuant to Cal.  
14 Civ. Code §3294, entitling Plaintiff to punitive damages against the non-municipal  
15 DEFENDANTS in a sum which is an amount appropriate to punish and set an  
16 example of the individual DEFENDANTS and to deter such conduct in the future,  
17 and to set an example for others.

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20 **VII.**  
21 **THIRD CAUSE OF ACTION FOR VIOLATIONS OF**  
22 **BANE ACT (CAL. CIVIL CODE § 52.1)**  
23 **AGAINST ALL DEFENDANTS**

24 94. Plaintiff repeats and re-alleges each and every allegation set forth  
25 above, and incorporates same by reference as though set forth fully herein.

26 95. California Civil Code §52.1 (b) provides: Any individual whose  
27 exercise or enjoyment of rights secured by the Constitution or laws of the United  
28 States, or of rights secured by the Constitution or laws of this state, has been  
interfered with, or attempted to be interfered with, as described in subdivision (a),



1 may institute and prosecute in his or her own name and on his or her own behalf a  
2 civil action for damages, including, but not limited to, damages under Section 52,  
3 injunctive relief, and other appropriate equitable relief to protect the peaceable  
4 exercise or enjoyment of the right or rights secured.

5 96. Plaintiff is and was a member of the RPAA, as well as an appointed  
6 member of the RPAA PAC Board and is therefore a member of a group protected  
7 by Civil Code §52.1.

8 97. DEFENDANTS interfered and/or attempted to interfere with  
9 Plaintiff's constitutional and statutory rights, including *inter alia*, the right to be  
10 free from unlawful retaliation, the right to participate in labor organizational, social  
11 and political activities and the right to exercise free speech rights without being  
12 targeted for retaliation by threatening or committing violent acts against him or his  
13 property interest.

14 98. Plaintiff reasonably believed if he exercised his right to, *inter alia*,  
15 fully participate in the City of Riverside election process and vote therein,  
16 DEFENDANTS would commit violence against him and/or his property interest  
17 right to public employment to prevent him from exercising his rights as  
18 aforementioned or retaliate against PLAINTIFF for having exercised same by *inter*  
19 *alia*, failing to promote him, a failure which would and did in fact do violence to  
20 his vested property interest.

21 99. Plaintiff was harmed by DEFENDANTS' aforementioned conduct.

22 100. DEFENDANTS' conduct was a substantial factor in causing  
23 Plaintiff's harm.

24 101. As a result of the conduct described herein, Plaintiff has and will  
25 sustain attorneys' fees and costs in an amount according to proof.

26 102. The aforesaid acts directed towards Plaintiff were carried out with a  
27 conscious disregard of Plaintiff's rights and with the intent to vex, injure, and  
28

1 annoy Plaintiff, such as to constitute oppression, fraud or malice pursuant to Cal.  
2 Civ. Code §3294, entitling Plaintiff to punitive damages against the non-municipal  
3 DEFENDANTS in a sum which is an amount appropriate to punish and set an  
4 example of the individual DEFENDANTS and to deter such conduct in the future,  
5 and to set an example for others.  
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7  
8 **VIII.**  
9 **FOURTH CAUSE OF ACTION FOR**  
10 **VIOLATION OF RIGHTS OF PUBLIC SERVANTS**  
11 **TO ENGAGE IN POLITICAL ACTIVITIES**  
12 **(CAL. GOVT. CODE §§3302, 3309.5, 3502, 3506, 3508)**  
13 **AGAINST CITY OF RIVERSIDE**

14 103. Plaintiff repeats and re-alleges each and every allegation set forth  
15 above, and incorporates same by reference as though set forth fully herein.

16 104. In doing the things alleged, DEFENDANTS violated the rights of  
17 Plaintiff under Cal. Govt. Code §§3302, 3309.5 which prohibit a public safety  
18 employer from interfering with political activities of its public safety officers.

19 105. DEFENDANTS violated Govt. Code §3502.1 by taking punitive  
20 action against Plaintiff for lawful union activity as a member of the RPAA and for  
21 calling into question, *inter alia*, policies and practices by DEFENDANTS that  
22 were violative of the MOU, state and federal law.

23 106. DEFENDANTS further violated Government Code §§3502, 3506 by  
24 interfering with, intimidating, restraining, coercing or discriminating against  
25 Plaintiffs because of their exercise of their lawful rights to form, join, and  
26 participate in employee organizations.

27 107. DEFENDANTS further violated Government Code §3508 by  
28 prohibiting Plaintiffs from participating in employee organizations composed  
solely of peace officers.

1 108. Plaintiff was harmed by DEFENDANTS' aforementioned conduct.

2 109. DEFENDANTS' conduct was a substantial factor in causing  
3 Plaintiff's harm.

4 110. As a result of the conduct described herein, Plaintiff has and will  
5 sustain attorneys' fees and costs in an amount according to proof.

6 The aforesaid acts directed towards Plaintiff were carried out with a  
7 conscious disregard of Plaintiff's rights and with the intent to vex, injure, and  
8 annoy Plaintiff, such as to constitute oppression, fraud or malice pursuant to Cal.  
9 Civ. Code §3294, entitling Plaintiff to punitive damages against the non-municipal  
10 DEFENDANTS in a sum which is an amount appropriate to punish and set an  
11 example of the individual DEFENDANTS and to deter such conduct in the future,  
12 and to set an example for others.  
13

14  
15 **IX.**

16 **FIFTH CAUSE OF ACTION FOR VIOLATION OF**  
17 **FREE SPEECH CALIFORNIA CONSTITUTION, ARTICLE I, §§2, 3,**  
18 **AGAINST ALL DEFENDANTS**

19 111. Plaintiff repeats and re-alleges each and every allegation set forth  
20 above, and incorporates same by reference as though set forth fully herein.

21 112. In doing the things alleged herein, Defendants violated the rights of  
22 Plaintiffs under the California Constitution, Article I, §§2, 3, by restraining  
23 Plaintiffs' liberty of speech and assembly by taking adverse employment actions  
24 against Plaintiff solely in retaliation for engaging the aforementioned acts of free  
25 speech and assembly.

26 113. Plaintiff was harmed by DEFENDANTS' aforementioned conduct.

27 114. DEFENDANTS' conduct was a substantial factor in causing  
28 Plaintiff's harm.

115. Plaintiff seeks both declaratory and injunctive relief.

1 116. As a result of the conduct described herein, Plaintiff has and will  
2 sustain attorneys' fees and costs in an amount according to proof.

3 117. The aforesaid acts directed towards Plaintiff were carried out with a  
4 conscious disregard of Plaintiff's rights and with the intent to vex, injure, and  
5 annoy Plaintiff, such as to constitute oppression, fraud or malice pursuant to Cal.  
6 Civ. Code §3294, entitling Plaintiff to punitive damages against the non-municipal  
7 DEFENDANTS in a sum which is an amount appropriate to punish and set an  
8 example of the individual DEFENDANTS and to deter such conduct in the future,  
9 and to set an example for others.  
10

11  
12 **X.**  
13 **SIXTH CAUSE OF ACTION FOR VIOLATION OF**  
14 **CIVIL RIGHTS, LIBERTIES AND FREE SPEECH 42 U.S.C. §1983**  
15 **AGAINST ALL DEFENDANTS**

16 118. Plaintiff repeats and re-alleges each and every allegation set forth  
17 above, and incorporates same by reference as though set forth fully herein.

18 119. As a direct result of Plaintiff exercising his constitutional rights to free  
19 speech and participating in labor, organizational, social and political activities as a  
20 member and a PAC Board member of the RPAA, DEFENDANTS retaliated  
21 against Plaintiff as described herein. Absent said protected speech, Plaintiff would  
22 have been promoted to Captain, would not have suffered adverse employment  
23 actions, and would not have been injured.

24 120. The various acts of intimidation, reprisal, retaliation, suppression  
25 and/or restraint exercised by DEFENDANTS against Plaintiff has created a  
26 chilling effect on his legitimate political, social, and organizational speech by  
27 creating fear, hesitation, hostility and other destructive responses in members.  
28

1           121. In doing the things alleged herein, DEFENDANTS, and each of them,  
2 violated the rights of Plaintiff under the First and Fourteenth Amendments to the  
3 United States Constitution to free expression, association, and assembly.  
4 Specifically, DEFENDANTS have taken the aforementioned action against  
5 Plaintiff in direct retaliation for, and in response to the various protected activities  
6 of Plaintiff.

7           122. The acts and omissions of DEFENDANTS were done by  
8 DEFENDANTS under color of state law in their capacity as a municipality  
9 chartered under state law, and as policy making authorities to which CITY  
10 delegated its governing powers in the subject matter areas in which these policies  
11 were promulgated or decisions taken or customs and practices followed.

12           123. Plaintiff further believes that other incidents have occurred wherein  
13 DEFENDANTS have intentionally ignored complaints by Plaintiff and other  
14 RPAAs member-officers and retaliated against same for raising them. These  
15 additional acts amount to police corruption and abuse of authority and have  
16 established a pattern and practice of DEFENDANTS, including policy-making and  
17 decision-making DEFENDANTS.

18           124. DEFENDANT CITY'S official policy makers took the acts and  
19 omissions described above as members charged with such responsibility. It was or  
20 should have been plainly obvious to any reasonable policy-making official of  
21 CITY that the acts and omissions of DEFENDANTS as alleged herein, taking  
22 singly or in conjunction, directly violated and continued to violate PLAINTIFF'S  
23 clearly established constitutional and statutory rights.

24           125. In addition, the individual DEFENDANTS, and each of them, who are  
25 law enforcement professionals and sworn to uphold the constitution, deliberately  
26 engaged in corruption, retaliation, and violations of Plaintiff's clearly established  
27  
28

1 constitutional rights. As such, and by the nature of their conduct, the individual  
2 DEFENDANTS are not entitled to qualified immunity.

3 126. DEFENDANTS' actions caused Plaintiff to suffer injury, damage,  
4 loss, or harm.

5 127. As a result of the conduct described herein, Plaintiff has sustained and  
6 will continue to sustain severe physical, mental, and emotional injuries, pain,  
7 distress, suffering, anguish, fright, nervousness, grief, anxiety, worry, shame,  
8 mortification, injured feelings, mental suffering, shock, humiliation and indignity,  
9 as well as other unpleasant physical, mental, and emotional reactions, damages to  
10 good name, reputation, standing in the community, and other non-economic  
11 damages.

12 128. As a further result of the conduct described herein, Plaintiff was  
13 required, and/or in the future may be required, to engage the services of health care  
14 providers, and incurred expenses for medicines, health care appliances, modalities,  
15 and/or other related expenses in a sum to be ascertained according to proof.

16 129. As a further result of the conduct described herein, Plaintiff was and  
17 will be hindered, prevented, and/or precluded from performing Plaintiff's usual  
18 activities and occupation, causing Plaintiff to sustain damages for loss of income,  
19 wages, earning, and earning capacity, and other economic damages, in an amount  
20 to be ascertained according to proof.

21 130. As a further result of the conduct described herein, Plaintiff suffered  
22 incidental, consequential, and/or special damages, in an amount according to proof.

23 131. As a further result of the conduct described herein, Plaintiff has and  
24 will sustain attorneys' fees and costs in an amount according to proof.

25 132. In doing the things alleged herein, DEFENDANTS acted with  
26 malicious intent to violate Plaintiff's rights, or at least in conscious, reckless, and  
27 callous disregard of Plaintiff's rights and to the injurious consequences likely to  
28

1 result from a violation of said rights. General, special, and exemplary damages are  
2 sought according to proof. Punitive damages are sought against the individual  
3 DEFENDANTS, according to proof.  
4

5  
6 **XI.**  
7 **PRAYER**

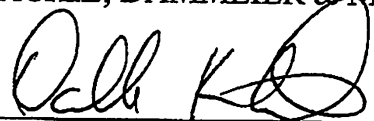
8 WHEREFORE, PLAINTIFF prays:

- 9 1. For general, special, compensatory (including lost wages and lost  
10 employee benefits), exemplary and punitive damages according to proof;  
11 2. For costs of suit incurred herein, as allowed by law;  
12 3. For reasonable attorneys' fees under 42 U.S.C. §1988, Cal. Civ. Code  
13 §3294, Cal. Civ. Code §52(b), Cal. Civ. Code §52.1(h) or as otherwise  
14 allowed by law;  
15 4. For a civil penalty of \$25,000 pursuant to Civil Code §52;  
16 5. For an award of interest, including prejudgment interest, at the legal rate,  
17 as allowed by law  
18 6. For injunctive relief; and  
19 7. For any and all other appropriate relief the Court deems necessary.

20 Dated: February 20, 2009

21 Respectfully Submitted,  
22 LACKIE, DAMMEIER & MCGILL APC

23  
24 By:

  
25 Michael A. McGill, Esq.  
26 Danielle K. Little, Esq.  
27 Attorneys For Plaintiff, *Tim Bacon*  
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**DEMAND FOR TRIAL BY JURY**

PLAINTIFF hereby demands a jury trial under F.R. Civ. P., Rule 38 and C.D.  
Cal. Rule 38.

Dated: February 20, 2009

Respectfully Submitted,

LACKIE, DAMMEIER & MCGILL APC

By:



Michael A. McGill, Esq.

Danielle K. Little, Esq.

Attorneys for Plaintiff, *Tim Bacon*



**PROOF OF SERVICE**

I declare that I am over the age of eighteen (18) and not a party to this action. My business address is 367 North Second Ave., Upland, California 91786.

On February 20, 2009 served the following **SECOND AMENDED COMPLAINT FOR DAMAGES AND INJUNCTIVE AND DECLARATORY RELIEF** on the interested parties in this action by placing a true and correct copy of each document thereof, enclosed in a sealed envelope addressed as follows:

<p><i>Attorneys for Respondent, City of Riverside, et al.</i> Richard Roth, Esq. ROTH CARNEY KNUDSEN LLP 3850 Vine Street, Suite 240 Riverside, CA 92507 Tel: 951-682-6500 Fax: 951-682-6591</p>	<p><i>Attorneys for Respondent, City of Riverside, et al.</i> Timothy T. Coats, Esq. Cynthia E. Tobisman, Esq. GREINES, MARTIN, STEIN &amp; RICHLAND LLP 5900 Wilshire Blvd., 12<sup>th</sup> Floor Los Angeles, CA 90036-3626 Tel: 310-859-7811 Fax: 310-276-5261</p>
--	--

I am readily familiar with the business practice for collection and processing of correspondence for mailing with the United States Postal Service. I know that the correspondence was deposited with the United States Postal Service on the same day this declaration was executed in the ordinary course of business. I know that the envelope was sealed and, with postage thereon fully prepaid, placed for collection and mailing on this date in the United States mail at Upland, California.

By Personal Service, I caused such envelope to be delivered by hand to the above addressee(s).

By overnight courier, I caused the above-referenced document(s) to be delivered to an overnight courier service (UPS), for delivery to the above addressee(s).

By facsimile machine, I caused the above-referenced document(s) to be transmitted to the above-named persons(s) at the above telecopy number:

Executed **February 20, 2009** at Upland, California.

[Federal] I declare that I am employed in the office of a member of the bar of this Court at whose direction the service was made.

  
Roseanna Rodriguez

SEND

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

CIVIL MINUTES - GENERAL

Case No. CV 08-6377 PA (JWJx) Date February 18, 2009  
Title Tim Bacon v. City of Riverside, et al.

Present: The Honorable PERCY ANDERSON, UNITED STATES DISTRICT JUDGE

<u>Paul Songco</u>	<u>Not Reported</u>	<u>N/A</u>
<u>Deputy Clerk</u>	<u>Court Reporter</u>	<u>Tape No.</u>

Attorneys Present for Plaintiffs: None Attorneys Present for Defendants: None

Proceedings: IN CHAMBERS - COURT ORDER

Before the Court is a Motion to Dismiss Amended Complaint (Docket No. 21) filed by the defendants. Subsequent to the filing of the defendants' motion, plaintiff Tim Bacon filed a Second Amended Complaint, which was rejected for filing because the plaintiff had not obtained leave of the Court to file. The parties then filed a Joint Stipulation (Docket No. 34) clarifying that the Court had approved a prior stipulation permitting the filing of a Second Amended Complaint as a matter of right and without the Court's leave. Accordingly, the Joint Stipulation is granted, and the Motion to Dismiss is denied as moot. See, e.g., In re Wal-Mart Wage and Hour Employment Practices Litig., 490 F. Supp. 2d 1091, 1131 n.7 (D. Nev. 2007) (denying motion to dismiss as moot after amended complaint was filed). The hearing scheduled for February 23, 2009 is hereby vacated, and the matter taken off calendar. The Second Amended Complaint shall be filed no later than February 25, 2009.

IT IS SO ORDERED.

1 Michael A. McGill, Esq. SBN 231613  
mcgill@policeattorney.com  
2 Danielle K. Little, Esq. SBN 239784  
danielle@policeattorney.com  
3 **LACKIE, DAMMEIER & MCGILL APC**  
367 North Second Avenue  
4 Upland, CA 91786  
Tel: (909) 985-4003  
5 Fax: (909) 985-3299

6 Attorneys for Plaintiff  
DARRYL HURT

7 UNITED STATES DISTRICT COURT  
8 CENTRAL DISTRICT OF CALIFORNIA - RIVERSIDE  
9

2009 FEB 20 PM 2:08  
F.R. CIV. P. DISTRICT COURT  
CENTRAL DISTRICT OF CALIF.  
LOS ANGELES

FILED

10 DARRYL HURT,

11 Plaintiff,

12 vs.

13 CITY OF RIVERSIDE, A Public  
Entity; CITY OF RIVERSIDE  
14 POLICE DEPARTMENT, A Public  
Agency; STEVE ADAMS,  
15 individually and in his official capacity  
as a City Council Member; FRANK  
16 SCHIAVONE, individually and in his  
official capacity as a City Council  
17 Member; BRAD HUDSON,  
individually and in his official capacity  
18 as City Manager; TOM DESANTIS,  
individually and in his official capacity  
19 as Assistant City Manager; RUSS  
20 LEACH, and as Chief of Police; and  
DOES 1 through 10 INCLUSIVE,

21 Defendants.  
22  
23  
24

Case No.: CV 08-6372 PA (JWJx).

**SECOND AMENDED COMPLAINT  
FOR DAMAGES INJUNCTIVE AND  
DECLARATORY RELIEF FOR:**

1. Whistleblower Retaliation, Cal. Labor Code §§1101, 1102 and 1102.5
2. Violation of Ralph Act, Cal. Civil Code § 51.7
3. Violation of Bane Act, Cal. Civil Code § 52.1
4. Violation of Rights of Public Servants to Engage In Political Activities and Association (Cal. Govt. Code §§3302, 3309.5, 3502, 3506, 3508)
5. California Constitution, Article I, §§2, 3
6. Violation Of Civil Rights, 42 U.S.C. §1983

**DEMAND FOR JURY TRIAL**

F.R. Civ. P. Rule 38  
C.D. Cal. Local Rule 38-1

25 COMES NOW, DARRYL HURT, who demands a jury trial and seeks  
26 monetary compensation and injunctive relief against DEFENDANTS on each of  
27  
28



1 the following causes of action.

2 **I.**

3 **PREFATORY**

4 1. This is an action for damages and injunctive relief for violations of  
5 Riverside Police Department Lieutenant Darryl Hurt's civil rights pursuant to 42  
6 U.S.C. §1983, state labor and civil code violations, unlawful failure to promote,  
7 and retaliation. Defendants, who include his current employer, high-ranking City  
8 officials, and City Council members, unlawfully retaliated and took myriad  
9 adverse actions against Plaintiff solely, because Plaintiff lawfully exercised his  
10 individual civil rights and liberties of free expression and association, as well as his  
11 exercise of lawful labor organizational, social and political activities.  
12

13 **II.**

14 **JURISDICTION AND VENUE**

15 2. Plaintiff's action is authorized by 42 U.S.C. §1983, which provides  
16 for redress for deprivation under color of state law of rights secured by the  
17 Constitution and laws of the United States. Jurisdiction is conferred on this Court  
18 by 28 U.S.C. §1343(3) which provides for jurisdiction in this Court of suits  
19 authorized by 42 U.S.C. §1983 to redress the deprivation under color of state law  
20 of any right, privilege, or immunity secured by the Constitution of the United  
21 States and by 28 U.S.C. §1343(4) which provides for the protection of civil rights.  
22

23 3. Federal supplemental jurisdiction over the state law claims is  
24 conferred by 28 U.S.C. §1367.

25 4. This Court has authority to provide declaratory and injunctive relief in  
26 this case pursuant to 28 U.S.C. §§2201 and 2202.  
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1 5. Venue is proper in the Central District of California because the  
2 wrongs alleged herein occurred within the City of Riverside, County of Riverside,  
3 located within the Central District.  
4

5 **III.**  
6 **PARTIES**

7 6. PLAINTIFF DARRYL HURT was, at all times relevant to the  
8 allegations contained herein, a resident of Riverside County, State of California.  
9

10 7. Plaintiff, at all times relevant to the allegations contained herein, was  
11 employed by the CITY OF RIVERSIDE (hereinafter "CITY") for approximately  
12 twenty-five years as a police officer with the Riverside Police Department and  
13 became a Lieutenant on or about March, 2001.

14 8. On or about January, 2006 through January 2008 Plaintiff served as  
15 the President of the Riverside Police Administrators' Association ("RPAA").

16 9. The CITY is a duly enacted municipality organized and existing under  
17 the laws of the State of California and wholly situated in the County of Riverside.  
18 The Riverside Police Department (hereinafter, "the DEPARTMENT") is an  
19 operating Department, Agency, and/or Office of CITY.

20 10. Defendant BRAD HUDSON (hereinafter "HUDSON") was, at all  
21 times relevant to the allegations contained herein, the City Manager for the CITY.  
22 ADAMS is sued individually and in his official capacity. At all times relevant to  
23 the allegations contained herein; The CITY delegated its final policy-making  
24 authority to HUDSON, for all purposes connected with the management of  
25 employment relations matters within the CITY and involving CITY employees.  
26 The CITY adopted and ratified each of the decisions HUDSON made in his official  
27 capacity as alleged herein as the CITY'S own policies, customs, practices and/or  
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1 decisions, as if the same had been promulgated directly by the CITY, except as  
2 what expressly appears herein to the contrary.

3 11. HUDSON acted intentionally, wantonly and maliciously.

4 12. Defendant TOM DESANTIS (hereinafter, "DESANTIS") was, at all  
5 times relevant to the allegations contained herein, the Assistant City Manager for  
6 the CITY. At all times relevant to the allegations contained herein The CITY  
7 delegated its final policy-making authority to DESANTIS, for all purposes  
8 connected with the management of employment relations matters within the CITY  
9 and involving CITY employees. The CITY adopted and ratified each of the  
10 decisions DESANTIS made in his official capacity as alleged herein as the CITY'S  
11 own policies, customs, practices and/or decisions, as if the same had been  
12 promulgated directly by the CITY, except as what expressly appears herein to the  
13 contrary. DESANTIS is sued intentionally and in his official capacity.

14 13. DESANTIS acted intentionally, wantonly and maliciously.

15 14. Defendant RUSS LEACH (hereinafter, "LEACH") was, at all times  
16 relevant to the allegations contained herein, employed by CITY as the Chief of  
17 Police for the DEPARTMENT. In doing the things alleged to have been done  
18 herein, LEACH acted under color of state law, within the course and scope of his  
19 employment, and as an official policy-maker for CITY. As a City Department  
20 Head, Manager and/or Supervisor LEACH was and is vested with policy-making  
21 authority over actions such as the ones at issue in this Complaint.

22 15. Defendant STEVE ADAMS (hereinafter, "ADAMS") was at all times  
23 relevant to the allegations contained herein, a duly elected member of the Riverside  
24 City Council for CITY. ADAMS is sued individually and in his official capacity.  
25 In doing the things alleged to have been done herein, ADAMS acted under color of  
26 state law, within the course and scope of his employment, and/or elected capacity  
27 and as an official policy maker for the CITY. Further, in his capacity as a City  
28

1 Council Member, ADAMS was vested with policy-making authority over actions  
2 such as the ones at issue as described herein.

3 16. Upon information and belief, ADAMS is and was at all times relevant  
4 to the allegations contained herein a resident of Riverside County.

5 17. In doing the acts alleged in this Complaint to have been done,  
6 ADAMS did not act in his legislative capacity.

7 18. ADAMS, who at all relevant times mentioned herein, acted  
8 intentionally, wantonly and maliciously, and is being sued individually.

9 19. Defendant FRANK SCHIAVONE ("SCHIAVONE") was, at all times  
10 relevant to the allegations contained herein, a duly elected member of the Riverside  
11 City Council for CITY. SCHIAVONE is sued individually and in his official  
12 capacity. In doing the things alleged to have been done herein, SCHIAVONE acted  
13 under color of state law, within the course and scope of his employment, and/or  
14 elected capacity and as an official policy maker for the CITY. Further, in his  
15 capacity as Council Member, SCHIAVONE was vested with policy-making  
16 authority over actions such as the ones at issue as described herein.

17 20. Upon information and belief, SCHIAVONE is and was at all times  
18 relevant to the allegations contained herein a resident of Riverside County.

19 21. In doing the acts alleged in this Complaint to have been done,  
20 SCHIAVONE did not act in his legislative capacity.

21 22. SCHIAVONE, who at all relevant times mentioned herein, acted  
22 intentionally, wantonly and maliciously, and is being sued individually.

23 23. At all times relevant to the allegations contained herein, each  
24 defendant ratified all acts and omissions by each of the other Defendants.

25 24. Defendants DOES 1 through 100 are unknown or unidentified at this  
26 time. Upon information and belief, each Doe is in some manner responsible for  
27 the wrongs alleged herein, and each such Defendant advised, encouraged,  
28

1 participated in, ratified, directed, or conspired to do the wrongful acts alleged  
2 herein. When the true names and capacities of said Defendants become known,  
3 PLAINTIFF will amend this Complaint to show the true identities of each said  
4 DOE in place of their fictitious names as DOES 1 through 10 respectively.

5 25. Upon information and belief, at all times mentioned herein,  
6 Defendants, and each of them, was the agent, employee and servant of every other  
7 Defendant and each Defendant alleged herein acted in the course and scope of said  
8 agency, service and employment at all relevant times.  
9

10  
11 **IV.**  
12 **FACTS COMMON TO ALL COUNTS**

13 26. Beginning in approximately January 2005 CITY OF RIVERSIDE  
14 engaged in numerous and repeated unlawful actions, including, *inter alia*: refusing  
15 to honor various contractual provisions, including the "Me Too" clause in the  
16 RPAA Memoranda Of Understanding; attempting to "union-bust" the RPAA by  
17 entering into "at will" positions with individual members of the RPAA; by  
18 surreptitiously offering positions within the Department by advertising in outside  
19 trade magazines without notifying in house personnel; engaging in employment  
20 promotion practices evincing favoritism or undue influence by CITY HALL; and  
21 usurping and/or over-ruling the promotional decision of the Chief of Police.

22 27. Plaintiff had been a long-standing member of the RPAA and had  
23 wanted to address labor, organizational and political concerns. In or about January  
24 2006, Plaintiff was elected President of the RPAA and attempted to address and  
25 correct these and other improprieties as alleged in the preceding paragraph.

26 28. On or about January 20, 2006, during a discussion about the  
27 promotions process, a former DEPARTMENT Captain, admitted that an Internal  
28



1 Affairs investigation that had been opened against Plaintiff was done for an  
2 improper purpose and that he (Captain) was merely following orders.

3 29. On or about March 28, 2006, Plaintiff, in his capacity as RPAA  
4 President, met with HUDSON and DESANTIS, introduced himself as the new  
5 RPAA President and informally tried to resolve RPAA MOU conflict issues.

6 30. Not having success with HUDSON and DESANTIS, Plaintiff, on or  
7 about April 2006, and in his capacity as RPAA President, met individually with  
8 City of Riverside Mayor Ron Loveridge and all City Council Members to address  
9 and attempt to informally correct the aforementioned MOU concerns. The Mayor  
10 and Council members all informed Plaintiff they would speak to the City Manager  
11 in an effort to resolve the disputed contract issues as expeditiously as possible.

12 31. On or about May 19, 2006, Plaintiff learned that the CITY had placed  
13 for consideration on the City Council agenda a proposal to change certain RPAA  
14 members' job classifications, without meeting and conferring with the RPAA.  
15 This change affected the positions of Deputy and Assistant Chief by creating  
16 contracted "at-will" employees at these ranks.

17 32. On or about May 23, 2006, Plaintiff, in his capacity as RPAA  
18 President, voiced his concerns to LEACH and CITY Council Members Art Gage  
19 and SCHIAVONE that the proposal was improper. Plaintiff also voiced these  
20 concerns at a City Council meeting.

21 33. On or about May 23, 2006, Plaintiff was given information from a  
22 high ranking member of the DEPARTMENT, that LEACH opposed the contracted  
23 "at-will" proposals, but LEACH had little control over the DEPARTMENT  
24 because DESANTIS was micro-managing same with the apparent knowledge and  
25 acquiescence of HUDSON.

26 34. On or about June 29, 2006, RPAA membership, including Plaintiff,  
27 voted unanimously to sue the CITY for breach of contract.  
28

1           35. Upon finding out about the aforementioned vote, HUDSON and  
2 DESANTIS demanded that high-ranking police management members find out and  
3 report to them the names of every RPAA Member who voted in favor of the  
4 lawsuit. Defendants indicated to high ranking members of the police management  
5 team that Plaintiff / RPAA members should "be careful" about what they were  
6 doing because HUDSON and DESANTIS were "revengeful" and "retaliatory."

7           36. On July 18, 2006, RPAA sued the CITY. After the CITY lost the  
8 demurrer on or about November 2006, the CITY gave a "best and final offer"  
9 proposal to RPAA, which was rejected by the group on January 4, 2007. Upon  
10 information and belief the CITY, including HUDSON and DESANTIS demanded  
11 to know which RPAA members were voting "no."  
12

13           37. On August 31, 2006, upon information and belief, HUDSON and  
14 DESANTIS told high-ranking department personnel that they did not like Plaintiff  
15 and other Board members of the RPAA.

16           38. On or about March 27, 2007, even though the CITY gave public  
17 assurances at the prior City Council meeting of May 19, 2006, that "at will"  
18 positions of different classifications would not be made, HUDSON and  
19 DESANTIS made yet another attempt to create at-will positions at the Assistant  
20 and Deputy Chief level and attempted to place these improper contracts on the  
21 CITY council agenda for approval.

22           39. On many occasions, since July 2006 to at least May, 2008, high  
23 ranking DEPARTMENT managers have informed Plaintiff and numerous RPAA  
24 and Riverside Police Officer Association (hereinafter "RPOA") members that the  
25 DEPARTMENT Head, LEACH, had no control over the police department and  
26 most decisions concerning promotions, organizing the department and personnel  
27 changes were being made from City Hall.  
28

1           **40.** Plaintiff contacted SCHIAVONE and City Councilman Art Gage to  
2 object to the aforementioned and also mobilized community leaders to attend the  
3 March 27, 2007 council meeting to object. As a result of Plaintiff's efforts,  
4 HUDSON'S and DESANTIS' improper proposal was removed from the agenda.

5           **41.** Upon information and belief, the two individuals who originally were  
6 to be promoted under contract in a "at-will" capacity as Executive Level  
7 management, as Assistant and Deputy Chief respectively were promoted without  
8 the contracts subject to Peace officer property rights protections.

9           **42.** RPAA and RPOA members, including Plaintiff nevertheless attended  
10 the City Council meeting to challenge the City's improper further and continued  
11 attempted actions to create contracted "at will" positions in the DEPARTMENT  
12 without meeting and conferring with either of the Associations. Further, upon  
13 information and belief, members of CITY staff were taking notes of RPAA  
14 members who supported Plaintiff's actions and attended the Council meeting.

15           **43.** During the 2007 campaigning and election period for certain Council  
16 seats, Plaintiff representing RPAA membership, actively supported candidates for  
17 City Council that members believed would best serve the interests of the public.  
18 Defendant ADAMS was an incumbent running for re-election, and neither the  
19 RPOA nor the RPAA supported. Plaintiff was instrumental in achieving RPAA  
20 support for candidates who opposed ADAMS. Plaintiff, including RPAA and its  
21 informal PAC members, posted signs, made telephone calls, ran telephone banks,  
22 advertised it's support for candidates, attended fund raising events and engaged in  
23 numerous other activities to support candidates other than ADAMS.

24           **44.** Upon information and belief, ADAMS and SCHIAVONE have made  
25 negative and retaliatory remarks against Plaintiff because of Plaintiff's political  
26 activities, and have indicated that Plaintiff's lawful political activities should and  
27 will be held against him in the future.  
28

1           45. Upon information and belief, SCHIAVONE told a DEPARTMENT  
2 officer that if he (the officer) ever wanted to get promoted he should distance  
3 himself from Plaintiff. SCHIAVONE also inferred and expressed to officers that  
4 he would be retaliating against Plaintiff.

5           46. Upon information and belief, ADAMS told an officer that he (the  
6 officer) would never be promoted because of his activities with Plaintiff when he  
7 was campaigning against him.

8           47. Upon information and belief, ADAMS told one officer that because  
9 that Officer did not back him for City Council and because he actively campaigned  
10 against his candidacy, he would "never fuckin get promoted."

11           48. On numerous occasions, HUDSON, DESANTIS and LEACH have  
12 indicated that Plaintiff will never be promoted because of his political and labor  
13 organizational activities.

14           49. As a result of information and follow-up investigation by Plaintiff  
15 concerning Plaintiff's discovery that LEACH might have acquiesced to  
16 HUDSON'S and DESANTIS' improper demands for concealed weapons permits,  
17 the California Attorney General (hereinafter "CAAG") and the Riverside District  
18 Attorney scrutinized the CITY. Although the source of the information to the  
19 respective Attorney's Offices was not revealed, upon information and belief,  
20 DEFENDANTS believed that Plaintiff was one of several RPAA board members  
21 who released the information. Upon information and belief, HUDSON and  
22 DESANTIS were angry about same and used this as one of the reasons to take  
23 adverse employment actions Plaintiff.  
24

25           50. High ranking police management have informed community members  
26 and activists that Plaintiff "should be careful doing political stuff at the police  
27 department."  
28

1           51. On or about May, 2007, a high ranking member of the police  
2 department management team informed Lieutenant Tim Bacon that he was a  
3 “company man” and that he had information that the CITY was going to “pay  
4 Plaintiff and other RPAA Members back” because, *inter alia*, their “poor political  
5 decisions.” The high-ranking member went on to state that RPAA should not be  
6 involved with politics and that Plaintiff “cease his political dealings because if  
7 Plaintiff didn’t it would hurt him.”

8           52. In or about October 2007, a high ranking official told Tim Bacon that  
9 he and Plaintiff would not be considered for promotion because of their positions  
10 and actions within the RPAA, and that the rank of “Captain is no longer a position  
11 based on merit – it is a political position and City Hall will have a great deal to do  
12 with next selection.”

13           53. Defendants have improperly made Plaintiff an example to CITY  
14 peace officers of the negative and retaliatory treatment same will endure if a peace  
15 officer challenges Defendants’ unlawful practices or engage in protected speech.

16           54. Each of the aforementioned adverse actions were taken against  
17 Plaintiff as a result of his protected speech activities. Defendant’s actions have and  
18 continued to violate Plaintiff’s rights under state, federal, and common law.

19           55. On or about May, 2008, high-ranking members of the police  
20 management team were told to “find something” that would lead to the arrest or  
21 termination of Plaintiff.

22           56. On information and belief, DESANTIS, has ordered high-ranking  
23 police managers to take actions against Plaintiff that have adversely affected his  
24 reputation, career development and work schedule choices.

25           57. On or about August 4, 2007, a high-ranking member of the  
26 Department, indicated that DESANTIS “still had a hard-on” for Plaintiff because  
27 of political activities, told Plaintiff.  
28

1           58. Upon information and belief, and since around August 2005,  
2 Defendant LEACH has been limited in who he can promote.

3           59. Upon information and belief, Defendant, HUDSON and DESANTIS  
4 instituted a hiring freeze at the DEPARTMENT to stop LEACH from making his  
5 desired promotion, which may have included Plaintiff.

6           60. Upon information and belief, LEACH has abdicated his  
7 responsibilities to ensure that hiring decisions be done equitably and lawfully.

8           61. Upon information and belief, Defendants HUDSON, DESANTIS,  
9 ADAMS and SCHIAVONE have in fact, directed, manipulated and or made  
10 promotional decisions in the DEPARTMENT despite CITY personnel rules,  
11 regulations and mutually agreed upon MOU's indicating that Defendant LEACH  
12 make all such promotions. As such, Defendants are the de facto policy makers  
13 with regard to promotions in the DEPARTMENT.  
14

15           62. Upon information and belief, Plaintiff was qualified for the position of  
16 Captain by reason of his experience and training. During the course of his  
17 employment with CITY, Plaintiff performed his various duties and responsibilities  
18 in an exemplary fashion and otherwise capably performed each and every  
19 condition of his employment.

20           63. During meetings that occurred on or about January 8, 2008 and  
21 January 23, 2008, a high ranking member of the DEPARTMENT management  
22 team indicated that "City Hall" believed Plaintiff was responsible for the release of  
23 information regarding alleged weapon permits improprieties and HUDSON and  
24 DESANTIS were angry about same.

25           64. Upon information and belief, HUDSON asked CITY Officer "Why  
26 are you tying in with [Plaintiff] and crew, they have no teeth."  
27  
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1           65. In or about January 2008, even though he was more than qualified,  
2 Plaintiff was passed over for promotion to the rank of Captain because of his  
3 aforementioned political and labor organizational activities.

4           66. Upon information and belief, a second vacancy for Captain exists  
5 which to date not been filled. This second vacancy also existed in January 2008.

6           67. Thus, the CITY has passed Plaintiff over for promotions at least twice  
7 for engaging in protected political and labor organizational activities.

8           68. Plaintiff informed Defendant LEACH on or about February 1, 2008  
9 that Plaintiff would be filing a lawsuit for retaliation. A few hours later, Plaintiff  
10 was punitively reassigned without notice to a watch commander position,  
11 considered an unusual and negative action against a tenured, experienced and  
12 exemplary Lieutenant. The only notice to the Plaintiff of this transfer was given  
13 via a DEPARTMENT wide distribution of an email announcement.

14           69. On or about March 12, 2008 Plaintiff timely submitted a Tort Claim  
15 concerning the aforementioned activities.

16           70. To date, Defendants have not responded to the Tort Claim, even  
17 though Plaintiffs submitted a query requesting they respond to same.

18           71. Plaintiff was not required to notify the California Labor Commission  
19 about his claims as aforementioned.

20           72. Plaintiffs have complied with all other conditions precedent to the  
21 maintenance of this action.

22           73. DEFENDANTS' indications of hostility to the state and federal rights  
23 belonging to Plaintiff, both express and implied as aforementioned, would and did  
24 in fact render any attempt by Plaintiff to resolve same with Defendants futile.

25           74. Plaintiffs have no plain, speedy, nor adequate remedy at law to  
26 prevent future violations of their civil rights, and therefore seek extraordinary relief  
27 in the form of permanent injunctions, as hereafter described.  
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V.  
**FIRST CAUSE OF ACTION FOR RETALIATION  
(CAL. LABOR CODE §§1101, 1102 1102.5)  
AGAINST CITY OF RIVERSIDE**

75. Plaintiff repeats and re-alleges each and every allegation set forth above, and incorporates same by reference as though set forth fully herein.

76. Plaintiff was employed by DEFENDANT CITY OF RIVERSIDE.

77. Upon information and belief, DEFENDANTS believed Plaintiff disclosed information to a government and law enforcement agency disclosing DEFENDANTS' violations of state or federal law, and DEPARTMENT policies and expected practices, including *inter alia*, abuse of authority.

78. Plaintiff further believes and thereon alleges that DEFENDANTS' took adverse and retaliatory actions against Plaintiff which was intended to have, and/or did in fact did have, a chilling effect on Plaintiff and other CITY police officers, to show both that reporting or exposing improper and/or unlawful conduct, will result in negative actions against that officer.

79. Upon information and belief, each of the DEFENDANTS made, adopted, and/or enforced rules, regulations, and/or policies designed to prevent employees from disclosing violations of state or federal statutes, as well as DEPARTMENT policies and expected practices.

80. Upon information and belief, because DEFENDANTS believed Plaintiff lodged a complaint as aforementioned, DEFENDANTS retaliated against him for allegedly disclosing information to a government and law enforcement agency. DEFENDANTS' retaliatory acts described herein, included *inter alia*, threats, ostracism, denied employment opportunities, denial of a retaliation free work environment, and knowingly making false, misleading or malicious statements which were reasonably calculated to harm or destroy the reputation, authority or official standing of Plaintiff as a peace officer and public employee.



1           81. In doing the things alleged herein, DEFENDANTS violated Plaintiff's  
2 rights under California Labor Code §1102 by attempting to influence or coerce  
3 political activity by retaliating against Plaintiff for his actions as a member of the  
4 RPAA and for calling into question, *inter alia*, policies and practices by  
5 DEPARTMENT act in violation of the MOU, state and federal law.

6           82. DEFENDANTS further violated Labor Code §1101 by controlling  
7 and directing, or tending to control or direct the political activities or affiliations of  
8 its employees by retaliating against Plaintiff for his actions as a member of the  
9 RPAA and for calling into question, *inter alia*, policies and practices by  
10 DEFENDANTS that were violative of the MOU, state and federal law.

11           83. As a result of the conduct described herein by DEFENDANT,  
12 Plaintiff has sustained and will continue to sustain severe physical, mental, and  
13 emotional injuries, pain, distress, suffering, anguish, fright, nervousness, grief,  
14 anxiety, worry, shame, mortification, injured feelings, mental suffering, shock,  
15 humiliation and indignity, as well as other unpleasant physical, mental, and  
16 emotional reactions, damages to good name, reputation, standing in the  
17 community, and other non-economic damages.

18           84. As a further result of the conduct described herein, Plaintiff was and  
19 will be hindered, prevented, and/or precluded from performing Plaintiff's usual  
20 activities and occupation, causing Plaintiff to sustain damages for loss of income,  
21 wages, earning, and earning capacity, and other economic damages, in an amount  
22 to be ascertained according to proof.

23           85. As a further result of the conduct described herein, Plaintiff suffered  
24 incidental, consequential, and/or special damages in an amount according to proof.

25           86. As a further result of the conduct described herein, Plaintiff has and  
26 will sustain attorneys' fees and costs in an amount according to proof.  
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**VI.**  
**SECOND CAUSE OF ACTION FOR VIOLATIONS OF**  
**THE RALPH CIVIL RIGHTS ACT (CAL. CIVIL CODE § 51.7.)**  
**AGAINST ALL DEFENDANTS**

87. Plaintiff repeats and re-alleges each and every allegation set forth above, and incorporates same by reference as though set forth fully herein.

88. California Civil Code §51.7(a) provides, in relevant part: All persons within the jurisdiction of this state have the right to be free from any violence, or intimidation by threat of violence, committed against their persons or property because of political affiliation, or . . . or position in a labor dispute, or because another person perceives them to have one or more of those characteristics. The identification in this subdivision of particular bases of discrimination is illustrative rather than restrictive.

89. Liability may also be found where a defendant "aids, incites, or conspires" in the denial of a right protected under Civil Code section 51.7. in violation of Civil Code section 52(b).

90. Plaintiff was at the time of the allegations the President of the RPAA and is therefore a member of a group protected by Civil Code §51.7.

91. Upon information and belief, DEFENDANTS threatened or committed violent acts against Plaintiff and/or his property interest in his employment with CITY, by *inter alia*, failing to promote him, a failure that did violence to his vested property interest.

92. Upon information and belief, motivating reasons for DEFENDANTS' aforementioned conduct included, *inter alia* was their perception of Plaintiff's political affiliation with, and Plaintiff's labor organizational, political and social activities as President of the RPAA, and his position in a labor dispute with CITY.

93. Plaintiff was harmed by DEFENDANTS' conduct.



1           100. DEFENDANTS interfered and/or attempted to interfere with  
2 Plaintiff's constitutional and statutory rights, including but not limited to, the right  
3 to be free from unlawful retaliation, to participate in labor organizational, social  
4 and political activities, and to exercise his free speech rights without being targeted  
5 for retaliation by a party threatening or committing violent acts against him or his  
6 property interest.

7           101. Plaintiff reasonably believed if he exercised his right to, *inter alia*,  
8 fully participate in the City of Riverside election process and vote therein,  
9 DEFENDANTS would commit violence against him and/or his property interest  
10 right to public employment to prevent him from exercising his rights as  
11 aforementioned or retaliate against PLAINTIFF for having exercised same by *inter*  
12 *alia*, failing to promote him, a failure which would and did in fact do violence to  
13 his vested property interest.

14           102. Plaintiff was harmed by DEFENDANTS' aforementioned conduct.

15           103. DEFENDANTS' conduct was a substantial factor in causing  
16 Plaintiff's harm.

17           104. As a result of the conduct described herein, Plaintiff has and will  
18 sustain attorneys' fees and costs in an amount according to proof.

19           105. The aforesaid acts directed towards Plaintiff were carried out with a  
20 conscious disregard of Plaintiff's rights and with the intent to vex, injure, and  
21 annoy Plaintiff, such as to constitute oppression, fraud or malice pursuant to Cal.  
22 Civ. Code §3294, entitling Plaintiff to punitive damages against the non-municipal  
23 DEFENDANTS in a sum which is an amount appropriate to punish and set an  
24 example of the individual DEFENDANTS and to deter such conduct in the future,  
25 and to set an example for others.

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**VIII.**  
**FOURTH CAUSE OF ACTION FOR**  
**VIOLATION OF RIGHTS OF PUBLIC SERVANTS**  
**TO ENGAGE IN POLITICAL ACTIVITIES AND ASSOCIATION**  
**(CAL. GOVT. CODE §§3302, 3309.5, 3502, 3506, 3508)**  
**AGAINST CITY OF RIVERSIDE**

106. Plaintiff repeats and re-alleges each and every allegation set forth above, and incorporates same by reference as though set forth fully herein.

107. In doing the things alleged, DEFENDANTS violated the rights of Plaintiff under Cal. Govt. Code §§3302, 3309.5 which prohibit a public safety employer from interfering with political activities of its public safety officers.

108. DEFENDANTS violated Govt. Code §3502.1 by taking punitive action against Plaintiff for lawful union activity as a member of the RPAA and for calling into question, *inter alia*, policies and practices by DEFENDANTS that were violative of the MOU, state and federal law.

109. DEFENDANTS further violated Government Code §§3502, 3506 by interfering with, intimidating, restraining, coercing or discriminating against Plaintiffs because of their exercise of their lawful rights to form, join, and participate in employee organizations.

110. DEFENDANTS further violated Government Code §3508 by prohibiting Plaintiffs from participating in employee organizations composed solely of peace officers.

111. Plaintiff was harmed by DEFENDANTS' aforementioned conduct.

112. DEFENDANTS' conduct was a substantial factor in causing Plaintiff's harm.

113. As a result of the conduct described herein, Plaintiff has and will sustain attorneys' fees and costs in an amount according to proof.



1 Civ. Code §3294, entitling Plaintiff to punitive damages against the non-municipal  
2 DEFENDANTS in a sum which is an amount appropriate to punish and set an  
3 example of the individual DEFENDANTS and to deter such conduct in the future,  
4 and to set an example for others.

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7 **X.**

8 **SIXTH CAUSE OF ACTION FOR VIOLATION OF**  
9 **CIVIL RIGHTS, LIBERTIES AND FREE SPEECH 42 U.S.C. §1983**  
10 **AGAINST ALL DEFENDANTS**

11 122. Plaintiff repeats and re-alleges each and every allegation set forth  
12 above, and incorporates same by reference as though set forth fully herein.

13 123. As a direct result of Plaintiff exercising his constitutional rights to free  
14 speech and participating in labor, organizational, social and political activities as a  
15 member and President of the RPAA, DEFENDANTS retaliated against Plaintiff as  
16 described herein. Absent said protected speech, Plaintiff would have been  
17 promoted to Captain, would not have suffered adverse employment actions, and  
18 would not have been injured.

19 124. The various acts of intimidation, reprisal, retaliation, suppression  
20 and/or restraint exercised by DEFENDANTS against Plaintiff has created a  
21 chilling effect on his legitimate political, social, and organizational speech by  
22 creating fear, hesitation, hostility and other destructive responses in members.

23 125. In doing the things alleged herein, DEFENDANTS, and each of them,  
24 violated the rights of Plaintiff under the First and Fourteenth Amendments to the  
25 United States Constitution to free expression, association, and assembly.  
26 Specifically, DEFENDANTS have taken the aforementioned action against  
27 Plaintiff in direct retaliation for, and in response to the various protected activities  
28 of Plaintiff.

1           126. The acts and omissions of DEFENDANTS were done by  
2 DEFENDANTS under color of state law in their capacity as a municipality  
3 chartered under state law, and as policy making authorities to which CITY  
4 delegated its governing powers in the subject matter areas in which these policies  
5 were promulgated or decisions taken or customs and practices followed.

6           127. Plaintiff further believes that other incidents have occurred wherein  
7 DEFENDANTS have intentionally ignored complaints by Plaintiff and other  
8 RPAA member-officers and retaliated against same for raising them. These  
9 additional acts amount to police corruption and abuse of authority and have  
10 established a pattern and practice of DEFENDANTS, including policy-making and  
11 decision-making DEFENDANTS.

12           128. DEFENDANT CITY'S official policy makers took the acts and  
13 omissions described above as members charged with such responsibility. It was or  
14 should have been plainly obvious to any reasonable policy-making official of  
15 CITY that the acts and omissions of DEFENDANTS as alleged herein, taking  
16 singly or in conjunction, directly violated and continued to violate PLAINTIFF'S  
17 clearly established constitutional and statutory rights.

18           129. In addition, the individual DEFENDANTS, and each of them, who are  
19 law enforcement professionals and sworn to uphold the constitution, deliberately  
20 engaged in corruption, retaliation, and violations of Plaintiff's clearly established  
21 constitutional rights. As such, and by the nature of their conduct, the individual  
22 DEFENDANTS are not entitled to qualified immunity.

23           130. DEFENDANTS' actions caused Plaintiff to suffer injury, damage,  
24 loss, or harm.

25           131. As a result of the conduct described herein, Plaintiff has sustained and  
26 will continue to sustain severe physical, mental, and emotional injuries, pain,  
27 distress, suffering, anguish, fright, nervousness, grief, anxiety, worry, shame,  
28



1 mortification, injured feelings, mental suffering, shock, humiliation and indignity,  
2 as well as other unpleasant physical, mental, and emotional reactions, damages to  
3 good name, reputation, standing in the community, and other non-economic  
4 damages.

5 132. As a further result of the conduct described herein, Plaintiff was  
6 required, and/or in the future may be required, to engage the services of health care  
7 providers, and incurred expenses for medicines, health care appliances, modalities,  
8 and/or other related expenses in a sum to be ascertained according to proof.

9 133. As a further result of the conduct described herein, Plaintiff was and  
10 will be hindered, prevented, and/or precluded from performing Plaintiff's usual  
11 activities and occupation, causing Plaintiff to sustain damages for loss of income,  
12 wages, earning, and earning capacity, and other economic damages, in an amount  
13 to be ascertained according to proof.

14 134. As a further result of the conduct described herein, Plaintiff suffered  
15 incidental, consequential, and/or special damages, in an amount according to proof.

16 135. As a further result of the conduct described herein, Plaintiff has and  
17 will sustain attorneys' fees and costs in an amount according to proof.

18 136. In doing the things alleged herein, DEFENDANTS acted with  
19 malicious intent to violate Plaintiff's rights, or at least in conscious, reckless, and  
20 callous disregard of Plaintiff's rights and to the injurious consequences likely to  
21 result from a violation of said rights. General, special, and exemplary damages are  
22 sought according to proof. Punitive damages are sought against the individual  
23 DEFENDANTS, according to proof  
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**XI.**  
**PRAYER**

WHEREFORE, PLAINTIFF prays:

1. For general, special, compensatory (including lost wages and lost employee benefits), exemplary and punitive damages according to proof;
2. For costs of suit incurred herein, as allowed by law;
3. For reasonable attorneys' fees under 42 U.S.C. §1988, Cal. Civ. Code §3294, Cal. Civ. Code §52(b), Cal. Civ. Code §52.1(h) or as otherwise allowed by law;
4. For a civil penalty of \$25,000 pursuant to Civil Code §52;
5. For an award of interest, including prejudgment interest, at the legal rate, as allowed by law
6. For injunctive relief;
7. For declaratory relief; and
8. For any and all other appropriate relief the Court deems necessary.

Dated: February 20, 2009

Respectfully Submitted,

LACKIE, DAMMEIER & MCGILL APC

By:



Michael A. McGill, Esq.

Danielle K. Little, Esq.

Attorneys For Plaintiff, *Darryl Hurt*

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**DEMAND FOR TRIAL BY JURY**

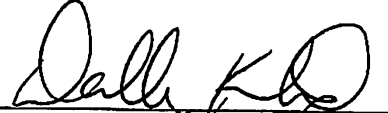
PLAINTIFF hereby demands a jury trial under F.R. Civ. P., Rule 38 and C.D. Cal. Rule 38-1.

Dated: February 20, 2009

Respectfully Submitted,

LACKIE, DAMMEIER & MCGILL APC

By:



Michael A. McGill, Esq.

Danielle K. Little, Esq.

*Attorneys For Plaintiff, Darryl Hurt*

**PROOF OF SERVICE**

I declare that I am over the age of eighteen (18) and not a party to this action. My business address is 367 North Second Ave., Upland, California 91786.

On February 20, 2009 served the following **SECOND AMENDED COMPLAINT FOR DAMAGES AND INJUNCTIVE AND DECLARATORY RELIEF** on the interested parties in this action by placing a true and correct copy of each document thereof, enclosed in a sealed envelope addressed as follows:

<i>Attorneys for Respondent, City of Riverside, et al.</i> Richard Roth, Esq. ROTH CARNEY KNUDSEN LLP 3850 Vine Street, Suite 240 Riverside, CA 92507 Tel: 951-682-6500 Fax: 951-682-6591	<i>Attorneys for Respondent, City of Riverside, et al.</i> Timothy T. Coats, Esq. Cynthia E. Tobisman, Esq. GREINES, MARTIN, STEIN & RICHLAND LLP 5900 Wilshire Blvd., 12 <sup>th</sup> Floor Los Angeles, CA 90036-3626 Tel: 310-859-7811 Fax: 310-276-5261
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I am readily familiar with the business practice for collection and processing of correspondence for mailing with the United States Postal Service. I know that the correspondence was deposited with the United States Postal Service on the same day this declaration was executed in the ordinary course of business. I know that the envelope was sealed and, with postage thereon fully prepaid, placed for collection and mailing on this date in the United States mail at Upland, California.

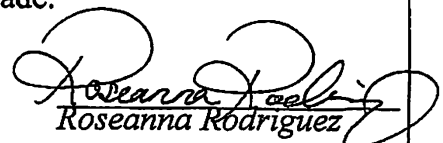
By Personal Service, I caused such envelope to be delivered by hand to the above addressee(s).

By overnight courier, I caused the above-referenced document(s) to be delivered to an overnight courier service (UPS), for delivery to the above addressee(s).

By facsimile machine, I caused the above-referenced document(s) to be transmitted to the above-named persons(s) at the above telecopy number:

Executed **February 20, 2009** at Upland, California.

[Federal] I declare that I am employed in the office of a member of the bar of this Court at whose direction the service was made.

  
Roseanna Rodriguez

SEND

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

CIVIL MINUTES - GENERAL

Case No. CV 08-6372 PA (JWJx) Date February 18, 2009  
Title Darryl Hurt v. City of Riverside, et al.

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Present: The Honorable PERCY ANDERSON, UNITED STATES DISTRICT JUDGE

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<u>Paul Songco</u>	<u>Not Reported</u>	<u>N/A</u>
<u>Deputy Clerk</u>	<u>Court Reporter</u>	<u>Tape No.</u>

Attorneys Present for Plaintiffs: None Attorneys Present for Defendants: None

Proceedings: IN CHAMBERS - COURT ORDER

Before the Court is a Motion to Dismiss Amended Complaint (Docket No. 21) filed by the defendants. Subsequent to the filing of the defendants' motion, plaintiff Darryl Hurt filed a Second Amended Complaint, which was rejected for filing because the plaintiff had not obtained leave of the Court to file. The parties then filed a Joint Stipulation (Docket No. 34) clarifying that the Court had approved a prior stipulation permitting the filing of a Second Amended Complaint as a matter of right and without the Court's leave. Accordingly, the Joint Stipulation is granted, and the Motion to Dismiss is denied as moot. See, e.g., In re Wal-Mart Wage and Hour Employment Practices Litig., 490 F. Supp. 2d 1091, 1131 n.7 (D. Nev. 2007) (denying motion to dismiss as moot after amended complaint was filed). The hearing scheduled for February 23, 2009 is hereby vacated, and the matter taken off calendar. The Second Amended Complaint shall be filed no later than February 25, 2009.

IT IS SO ORDERED.

1 LOS ANGELES CALIFORNIA; MONDAY, APRIL 12, 2010; 2:13 P.M.

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3  
4 THE CLERK: Calling Case Number CV 08-6372,  
5 Darryl Hurt versus City of Riverside, et al., and Case Number  
6 CV 08-6377, Tim Bacon versus City of Riverside, et al.

7 Counsel, please state your appearances.

8 MR. PERRY: Russell Perry for both plaintiffs.

9 MR. ROTH: Good afternoon, your Honor.

10 Richard Roth for defendants.

11 THE COURT: Good afternoon.

12 I understand the parties have reached a settlement  
13 in this case.

14 MR. ROTH: We have, your Honor.

15 THE COURT: And what -- we have -- would either  
16 counsel for the plaintiffs or counsel for the defendants  
17 place the settlement on the record.

18 MR. ROTH: I'm prepared to do so, your Honor.

19 THE COURT: All right.

20 MR. ROTH: May I be seated, sir, or would you  
21 prefer I stand?

22 THE COURT: As long as you -- well, if you would go  
23 over to the lectern and use the microphone to make sure that  
24 the court reporter can hear everything that you're saying.

25 MR. ROTH: Perfect, your Honor.

UNITED STATES DISTRICT COURT



1           Your Honor, the -- it's my understanding the  
2 parties have reached a settlement in this matter. And as  
3 part of the settlement, that plaintiffs Hurt and Bacon have  
4 agreed to execute a settlement agreement and general release  
5 fully releasing defendants as to all claims and containing  
6 the following essential terms, among others:

7           Hurt will retire from the City of Riverside Police  
8 Department as a police lieutenant on January 19, 2011, and  
9 Bacon will retire as a police lieutenant on July 17, 2010,  
10 both 50 years of age.

11           And both will execute and return a completed  
12 retirement application concurrent with the execution and  
13 return of the settlement agreement document.

14           Within 30 days of receipt by the City of a fully  
15 executed original of the settlement agreement, the City will  
16 pay to Hurt and Bacon additional compensation from  
17 January 25, 2008, to today's date per the captain pay scale  
18 and during the administrative leave period provided for in  
19 a bit or before the City will ensure that both received at  
20 least 12 months of compensation at the top-step captain rate  
21 prior to their retirement.

22           Upon retirement Hurt and Bacon will be entitled to  
23 receive all benefits normally accorded retiring police  
24 officers under City policy.

25           Prior to January 19, 2011, in the case of

UNITED STATES DISTRICT COURT

1 Lieutenant Hurt, and July 17, 2010. In the case of Lieutenant  
2 Bacon, the City will pay to them a sum sufficient to allow  
3 them to purchase additional service credits under the  
4 California Public Employees Retirement System rules and  
5 regulations in order to enable them to retire with 30 years  
6 of service.

7 The City will place Lieutenants Hurt and Bacon on  
8 paid administrative leave at a monthly salary equivalent to  
9 the top-step captain's monthly salary rate with full benefits  
10 commencing tomorrow and continuing to the respective dates of  
11 their retirement.

12 On or before January 19, 2011, the City will pay to  
13 Lieutenant Hurt the sum of \$300,000 as noneconomic damages  
14 and on or before July 17, 2010, pay to Bacon the sum of  
15 \$250,000 as noneconomic damages.

16 Within 30 days of receipt by the City of a fully  
17 executed original of the settlement agreement, the City will  
18 pay to plaintiffs' law firm the sum of \$150,000 as full  
19 payment of plaintiffs' attorneys' fees and costs in this  
20 case.

21 Lieutenants Hurt and Bacon agree to maintain the  
22 confidentiality of and to not discuss the facts of the case,  
23 the allegations contained in the complaint or the amended  
24 complaint, and/or the terms and conditions of this  
25 settlement.

UNITED STATES DISTRICT COURT



1           Finally, Lieutenants Hurt and Bacon agree that they  
2 will not seek, apply for, or otherwise solicit employment  
3 with the City in the future.

4           THE COURT: All right. Counsel, do you agree that  
5 those are the terms of the settlement?

6           MR. PERRY: Your Honor, yes, to the extent there's  
7 a couple of clarifications I need to make, though, as far as  
8 the confidentiality agreement.

9           The plaintiffs will agree to a confidentiality  
10 agreement, but they needed to be open enough to where if they  
11 apply for subsequent employment, that if they're going  
12 through a background investigation with the subsequent  
13 employer that they would be allowed to disclose  
14 information -- as required by the subsequent employer any  
15 information that would be required.

16           THE COURT: Okay. Do you have any objection to  
17 that?

18           MR. ROTH: Your Honor, may I confer with the City  
19 representative for one minute?

20           THE COURT: Yes.

21           (An off-the-record discussion was held.)

22           MR. ROTH: Your Honor, the City would agree --  
23 we'll agree if asked by a law enforcement agency during the  
24 course of a background investigation that the plaintiffs may  
provide a confidentiality agreement and general

1 release document.

2 MR. PERRY: I'm not sure limiting it to a law  
3 enforcement agency would be necessary. It just could be  
4 anything. It could be passing a -- it could be the State Bar  
5 ten years from now asking about it as well.

6 MR. ROTH: Your Honor, if I may, our concern  
7 obviously is with republication. So from a practical  
8 standpoint we understand and recognize that as a government  
9 agency that the settlement agreement and release document, if  
10 there's a request made under the Public Records Act, we're  
11 required to release that.

12 THE COURT: Uh-huh.

13 MR. ROTH: We do not in any way want to interfere  
14 with the -- the opportunity of either Lieutenants Hurt or  
15 Bacon to secure subsequent employment, but we are concerned  
16 about republication beyond the essential question during the  
17 interview process.

18 THE COURT: Okay. Do you have any objection to, if  
19 asked by a future employer, providing a copy of the  
20 settlement agreement in connection with an application for  
21 employment?

22 MR. ROTH: No, your Honor.

23 THE COURT: Okay. Is that satisfactory?

24 MR. PERRY: So they would still not be limited --  
25 they would not be able to discuss the records with me

UNITED STATES DISTRICT COURT

1 case, but they would be presenting a settlement agreement?

2 Is that what --

3 THE COURT: It seems to me if some -- if -- in  
4 connection with this employer, if some employer has a  
5 question about the case, it seems to me they can disclose  
6 if they reached a settlement with the City or in connection  
7 with an employment case. That's a matter of public record.  
8 And if they desire any -- if they desire to know the  
9 circumstances of it, they can furnish them with a copy of the  
10 settlement agreement.

11 MR. PERRY: Well, I think that covers the  
12 settlement agreement part, but if the employer wanted to ask  
13 more about the facts of the case, I think my clients should  
14 be able to disclose that to the employer -- to the employer  
15 if they had follow-up questions besides just the settlement  
16 agreement, your Honor.

17 THE COURT: Well, it seems to me that if they have  
18 follow-up questions, they could go to the City and ask the  
19 City --

20 Well, look, it's not a time to negotiate this. I'm  
21 not going to try to sit up here and negotiate it for you. If  
22 you want to settle the case, that's fine. If you want to  
23 have an opportunity to talk with the City about it, see if  
24 can you reach some resolution, that's fine.

25 I think what the City is after -- as most people

1 are that seek confidentiality agreements -- they don't want  
2 this to become conversation around some watercooler or locker  
3 room. And if, in fact, they want to explain why they left  
4 the City, it seems to me the settlement agreement probably  
5 answers that.

6 And, you know, if they want to say we left on good  
7 terms, that's probably something the City -- well, that's  
8 going to be up to the City.

9 But to get into what the facts were -- you know,  
10 that's something everybody wants to kind of put behind them.  
11 And if it's in connection with some form of employment, I'm  
12 sure the City will work with them to come up with some  
13 satisfactory language that they can use in terms of trying to  
14 gain future employment that's agreeable to both sides.

15 MR. PERRY: Your Honor, if I may, can -- could we  
16 have a brief recess to be able to discuss it with the City?

17 THE COURT: That's fine. Let's see if we can cover  
18 anything else before we take that break.

19 MR. PERRY: The --

20 THE COURT: Do you have any other issues?

21 MR. PERRY: The other -- I just want to make sure  
22 it's clear when you said any and all in the release, that the  
23 release doesn't include any Workers' Comp or disability  
24 claims. I don't think that needs to be included in the  
release.

UNITED STATES DISTRICT COURT

1           And other than that it sounds like everything  
2 all the other terms were -- the material terms of what was  
3 discussed in the settlement conference was the -- their use  
4 of a car. They were going to be allowed to use the car  
5 during the time period on administrative leave.

6           Is that still there?

7           MR. ROTH: It's our intention that the -- that they  
8 be placed on administrative leave and essentially perform no  
9 duties but get paid, and there would be no need for a City  
10 vehicle.

11           MR. PERRY: If we could add that to what we'll  
12 discuss outside, your Honor, if that's okay.

13           THE COURT: That's fine. Why don't you take  
14 a minute and talk about it. And let the clerk know when  
15 you're ready.

16           MR. ROTH: Your Honor, if I may, with respect to  
17 the Workers' Comp claim -- Workers' Compensation claims,  
18 which are what I assume that's what counsel means when he  
19 talks about disability, are excluded from the provisions in  
20 the release language.

21           THE COURT: Okay.

22           THE CLERK: All rise.

23           (Whereupon, from 2:31 p.m. to 2:53 p.m. a break was  
24 taken.)

25           THE COURT: All right. The case is ready for trial.

1 chance to confer?

2 MR. ROTH: We have, your Honor, and we've agreed on  
3 a revision to the confidentiality provision to add the  
4 following:

5 If the plaintiffs or either of them are asked by  
6 prospective employers in the future regarding this case,  
7 plaintiffs are authorized to provide a copy of the settlement  
8 agreement in the case and documents from the Federal District  
9 Court PACER file in conjunction with any such application for  
10 employment. Any further release of information must be by  
11 mutual consent.

12 In addition, the City -- and in that regard, the  
13 City will take no action to impede or otherwise interfere  
14 with plaintiffs' opportunity to secure future employment.

15 THE COURT: All right. Is that satisfactory?

16 MR. PERRY: That's satisfactory, your Honor.

17 THE COURT: All right.

18 MR. ROTH: And I believe that resolves all issues,  
19 your Honor.

20 THE COURT: Do you agree?

21 MR. PERRY: I concur.

22 THE COURT: All right. Let me ask the City or the  
23 representative from the City.

24 Are these the terms of the settlement as you  
25 understand it.

UNITED STATES DISTRICT COURT

MR. BROWN: Yes, they are, your Honor.

THE COURT: And are the terms of the settlement acceptable to the City?

MR. BROWN: They are, your Honor. I was authorized to accept the settlement proposal by the City Council.

THE COURT: All right. Thank you very much.

MR. BROWN: Thank you, your Honor.

THE COURT: And let me ask Plaintiff Bacon. Are these the terms of the settlement as you understand them?

PLAINTIFF BACON: Yes, they are, your Honor.

THE COURT: And are they acceptable to you?

PLAINTIFF BACON: That is correct.

THE COURT: All right. Thank you.

And let me ask Plaintiff Hurt.

Sir, are these the terms of the settlement as you understand them?

PLAINTIFF Hurt: Yes, they are.

THE COURT: And are they acceptable to you?

PLAINTIFF Hurt: Yes, they are, your Honor.

THE COURT: All right. Thank you very much.

All right. Does counsel anticipate how much time it will take to reduce this to writing?

MR. ROTH: Hopefully this next week, your Honor, but if we could have perhaps 30 days.

UNITED STATES DISTRICT COURT

THE COURT: That's fine.

What I'll do is I will dismiss the case without prejudice to either party within the next 30 days coming back to Court and seeking to have -- if for some reason the settlement is not consummated within that 30-day period, to come back to court to seek enforcement of the settlement agreement.

So that everybody's clear, the settlement is not contingent upon it being successfully reduced to writing. If for some reason it's not, either party can come back before the Court within the next 30 days and seek to have the Court enforce the terms of the settlement that have been placed on the record.

MR. PERRY: Thank you, your Honor.

MR. ROTH: Thank you, your Honor.

THE COURT: All right. Thank you very much.  
Thanks again.

MR. BROWN: Thank you, your Honor.

THE CLERK: All rise.

(Whereupon, at 2:56 p.m. the proceeding concluded.)



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CERTIFICATE OF REPORTER

COUNTY OF LOS ANGELES )  
                                  ) ss.  
STATE OF CALIFORNIA     )

I, LEANDRA AMBER, OFFICIAL FEDERAL COURT REPORTER, REGISTERED  
PROFESSIONAL REPORTER, IN AND FOR THE UNITED STATES DISTRICT  
COURT FOR THE CENTRAL DISTRICT OF CALIFORNIA, DO HEREBY  
CERTIFY THAT PURSUANT TO SECTION 753, TITLE 28, UNITED STATES  
CODE, THE FOREGOING IS A TRUE AND CORRECT TRANSCRIPT OF THE  
STENOGRAPHICALLY REPORTED PROCEEDINGS HELD IN THE  
ABOVE-ENTITLED MATTER AND THAT THE TRANSCRIPT PAGE FORMAT IS  
IN CONFORMANCE WITH THE REGULATIONS OF THE JUDICIAL  
CONFERENCE OF THE UNITED STATES.

DATE: \_\_\_\_\_

\_\_\_\_\_  
LEANDRA AMBER, CSR 12070, RPR  
FEDERAL OFFICIAL COURT REPORTER



PPE begin	PPE end	Transaction Type	Member Category	Pay Rate Type	Pay Rate	Earnings	Schedule d Hours/Week	Special Compensation	Tax Deferred Contributions	Transaction Calculated Service Credit	Employer Worked For	1959 Survivor
5/30/2008	6/12/2008	01 - Regular Payroll	Safety - Police	Monthly	\$12,236.27	\$5,647.54	39.9	\$0.00	\$508.28	0.046	City of Riverside	\$0.93
5/30/2008	6/12/2008	06 - Special Compensation	Safety - Police		\$0.00	\$0.00	40.0	\$723.91	\$65.15	0.000	City of Riverside	\$0.00
6/27/2008	7/10/2008	01 - Regular Payroll	Safety - Police	Monthly	\$12,603.55	\$5,817.08	39.9	\$0.00	\$523.54	0.046	City of Riverside	\$0.93
6/27/2008	7/10/2008	06 - Special Compensation	Safety - Police		\$0.00	\$0.00	40.0	\$745.10	\$67.06	0.000	City of Riverside	\$0.00
7/11/2008	7/24/2008	01 - Regular Payroll	Safety - Police	Monthly	\$12,603.55	\$5,817.08	39.9	\$0.00	\$523.54	0.046	City of Riverside	\$0.93
7/11/2008	7/24/2008	06 - Special Compensation	Safety - Police		\$0.00	\$0.00	40.0	\$745.10	\$67.06	0.000	City of Riverside	\$0.00
7/25/2008	8/7/2008	01 - Regular Payroll	Safety - Police	Monthly	\$12,603.55	\$5,817.08	39.9	\$0.00	\$523.54	0.046	City of Riverside	\$0.93
7/25/2008	8/7/2008	06 - Special Compensation	Safety - Police		\$0.00	\$0.00	40.0	\$745.10	\$67.06	0.000	City of Riverside	\$0.00
8/8/2008	8/21/2008	01 - Regular Payroll	Safety - Police	Monthly	\$12,603.55	\$5,817.07	39.9	\$0.00	\$523.54	0.046	City of Riverside	\$0.93
8/8/2008	8/21/2008	06 - Special Compensation	Safety - Police		\$0.00	\$0.00	40.0	\$745.10	\$67.06	0.000	City of Riverside	\$0.00
8/22/2008	9/4/2008	01 - Regular Payroll	Safety - Police	Monthly	\$12,603.55	\$5,817.08	39.9	\$0.00	\$523.54	0.046	City of Riverside	\$0.93
8/22/2008	9/4/2008	06 - Special Compensation	Safety - Police		\$0.00	\$0.00	40.0	\$745.10	\$67.06	0.000	City of Riverside	\$0.00
9/5/2008	9/18/2008	01 - Regular Payroll	Safety - Police	Monthly	\$12,603.55	\$5,817.08	39.9	\$0.00	\$523.54	0.046	City of Riverside	\$0.93
9/5/2008	9/18/2008	06 - Special Compensation	Safety - Police		\$0.00	\$0.00	40.0	\$745.10	\$67.06	0.000	City of Riverside	\$0.00
9/19/2008	10/2/2008	01 - Regular Payroll	Safety - Police	Monthly	\$12,603.55	\$5,817.08	39.9	\$0.00	\$523.54	0.046	City of Riverside	\$0.93
9/19/2008	10/2/2008	06 - Special Compensation	Safety - Police		\$0.00	\$0.00	40.0	\$745.10	\$67.06	0.000	City of Riverside	\$0.00
10/3/2008	10/16/2008	01 - Regular Payroll	Safety - Police	Monthly	\$12,603.55	\$5,817.08	39.9	\$0.00	\$523.54	0.046	City of Riverside	\$0.93
10/3/2008	10/16/2008	06 - Special Compensation	Safety - Police		\$0.00	\$0.00	40.0	\$745.10	\$67.06	0.000	City of Riverside	\$0.00
10/17/2008	10/30/2008	01 - Regular Payroll	Safety - Police	Monthly	\$12,603.55	\$5,817.08	39.9	\$0.00	\$523.54	0.046	City of Riverside	\$0.93
10/17/2008	10/30/2008	06 - Special Compensation	Safety - Police		\$0.00	\$0.00	40.0	\$745.10	\$67.06	0.000	City of Riverside	\$0.00
10/31/2008	11/13/2008	01 - Regular Payroll	Safety - Police	Monthly	\$12,603.55	\$5,817.08	39.9	\$0.00	\$523.54	0.046	City of Riverside	\$0.93
10/31/2008	11/13/2008	06 - Special Compensation	Safety - Police		\$0.00	\$0.00	40.0	\$7,289.31	\$656.04	0.000	City of Riverside	\$0.00
11/14/2008	11/27/2008	01 - Regular Payroll	Safety - Police	Monthly	\$12,603.55	\$5,817.07	39.9	\$0.00	\$523.54	0.046	City of Riverside	\$0.93
11/14/2008	11/27/2008	06 - Special Compensation	Safety - Police		\$0.00	\$0.00	40.0	\$745.10	\$67.06	0.000	City of Riverside	\$0.00
11/28/2008	12/11/2008	01 - Regular Payroll	Safety - Police	Monthly	\$12,603.55	\$5,817.08	39.9	\$0.00	\$523.54	0.046	City of Riverside	\$0.93
11/28/2008	12/11/2008	06 - Special Compensation	Safety - Police		\$0.00	\$0.00	40.0	\$745.10	\$67.06	0.000	City of Riverside	\$0.00
12/12/2008	12/25/2008	01 - Regular Payroll	Safety - Police	Monthly	\$12,603.55	\$5,817.08	39.9	\$0.00	\$523.54	0.046	City of Riverside	\$0.93
12/12/2008	12/25/2008	06 - Special Compensation	Safety - Police		\$0.00	\$0.00	40.0	\$745.10	\$67.06	0.000	City of Riverside	\$0.00
12/26/2008	1/8/2009	01 - Regular Payroll	Safety - Police	Monthly	\$12,603.55	\$5,817.08	39.9	\$0.00	\$523.54	0.046	City of Riverside	\$0.93
12/26/2008	1/8/2009	06 - Special Compensation	Safety - Police		\$0.00	\$0.00	40.0	\$745.10	\$67.06	0.000	City of Riverside	\$0.00
1/9/2009	1/22/2009	01 - Regular Payroll	Safety - Police	Monthly	\$12,603.55	\$5,817.08	39.9	\$0.00	\$523.54	0.046	City of Riverside	\$0.93
1/9/2009	1/22/2009	06 - Special Compensation	Safety - Police		\$0.00	\$0.00	40.0	\$745.10	\$67.06	0.000	City of Riverside	\$0.00
1/23/2009	2/5/2009	01 - Regular Payroll	Safety - Police	Monthly	\$12,603.55	\$5,817.08	39.9	\$0.00	\$523.54	0.046	City of Riverside	\$0.93
1/23/2009	2/5/2009	06 - Special Compensation	Safety - Police		\$0.00	\$0.00	40.0	\$745.10	\$67.06	0.000	City of Riverside	\$0.00
2/20/2009	3/5/2009	01 - Regular Payroll	Safety - Police	Monthly	\$12,603.55	\$5,817.08	39.9	\$0.00	\$523.54	0.046	City of Riverside	\$0.93
2/20/2009	3/5/2009	06 - Special Compensation	Safety - Police		\$0.00	\$0.00	40.0	\$745.10	\$67.06	0.000	City of Riverside	\$0.00
3/6/2009	3/19/2009	01 - Regular Payroll	Safety - Police	Monthly	\$12,603.55	\$5,817.08	39.9	\$0.00	\$523.54	0.046	City of Riverside	\$0.93
3/6/2009	3/19/2009	06 - Special Compensation	Safety - Police		\$0.00	\$0.00	40.0	\$745.10	\$67.06	0.000	City of Riverside	\$0.00
3/20/2009	4/2/2009	01 - Regular Payroll	Safety - Police	Monthly	\$12,603.55	\$5,817.08	39.9	\$0.00	\$523.54	0.046	City of Riverside	\$0.93
3/20/2009	4/2/2009	06 - Special Compensation	Safety - Police		\$0.00	\$0.00	40.0	\$745.10	\$67.06	0.000	City of Riverside	\$0.00
4/3/2009	4/16/2009	01 - Regular Payroll	Safety - Police	Monthly	\$12,603.55	\$5,817.08	39.9	\$0.00	\$523.54	0.046	City of Riverside	\$0.93
4/3/2009	4/16/2009	06 - Special Compensation	Safety - Police		\$0.00	\$0.00	40.0	\$745.10	\$67.06	0.000	City of Riverside	\$0.00
4/17/2009	4/30/2009	01 - Regular Payroll	Safety - Police	Monthly	\$12,603.55	\$5,817.08	39.9	\$0.00	\$523.54	0.046	City of Riverside	\$0.93

4/17/2009	4/30/2009	06 - Special Compensation 01 - Regular	Safety - Police		\$0.00	\$0.00	40.0	\$745.10	\$67.06	0.000	City of Riverside	\$0.00
5/1/2009	5/14/2009	Payroll 06 - Special	Safety - Police	Monthly	\$12,603.55	\$5,817.07	39.9	\$0.00	\$523.54	0.046	City of Riverside	\$0.93
5/1/2009	5/14/2009	Compensation 01 - Regular	Safety - Police		\$0.00	\$0.00	40.0	\$745.10	\$67.06	0.000	City of Riverside	\$0.00
5/15/2009	5/28/2009	Payroll 06 - Special	Safety - Police	Monthly	\$12,603.55	\$5,817.08	39.9	\$0.00	\$523.54	0.046	City of Riverside	\$0.93
5/15/2009	5/28/2009	Compensation 01 - Regular	Safety - Police		\$0.00	\$0.00	40.0	\$745.10	\$67.06	0.000	City of Riverside	\$0.00
5/29/2009	6/11/2009	Payroll 06 - Special	Safety - Police	Monthly	\$12,603.55	\$5,817.08	39.9	\$0.00	\$523.54	0.046	City of Riverside	\$0.93
5/29/2009	6/11/2009	Compensation 01 - Regular	Safety - Police		\$0.00	\$0.00	40.0	\$745.10	\$67.06	0.000	City of Riverside	\$0.00
6/12/2009	6/25/2009	Payroll 06 - Special	Safety - Police	Monthly	\$12,603.55	\$5,817.08	39.9	\$0.00	\$523.54	0.046	City of Riverside	\$0.93
6/12/2009	6/25/2009	Compensation	Safety - Police		\$0.00	\$0.00	40.0	\$745.10	\$67.06	0.000	City of Riverside	\$0.00

PPE begin	PPE end	Transaction Type	Member Category	Pay Rate Type	Pay Rate	Earnings	Schedule d Hours/Week	Special Compensation	Tax Deferred Contributions	Transaction Calculated Service Credit	Employer Worked For	1959 Survivor
2/6/2009	2/19/2009	01 - Regular Payroll	Safety - Police	Monthly	\$12,603.55	\$5,817.08	39.9	\$0.00	\$523.54	0.046	City of Riverside	\$0.93
2/6/2009	2/19/2009	06 - Special Compensation	Safety - Police		\$0.00	\$0.00	40.0	\$745.10	\$67.06	0.000	City of Riverside	\$0.00
6/26/2009	7/9/2009	01 - Regular Payroll	Safety - Police	Monthly	\$12,603.55	\$5,817.08	39.9	\$0.00	\$523.54	0.046	City of Riverside	\$0.93
6/26/2009	7/9/2009	06 - Special Compensation	Safety - Police		\$0.00	\$0.00	40.0	\$745.10	\$67.06	0.000	City of Riverside	\$0.00
7/10/2009	7/23/2009	01 - Regular Payroll	Safety - Police	Monthly	\$12,603.55	\$5,817.08	39.9	\$0.00	\$523.54	0.046	City of Riverside	\$0.93
7/10/2009	7/23/2009	06 - Special Compensation	Safety - Police		\$0.00	\$0.00	40.0	\$745.10	\$67.06	0.000	City of Riverside	\$0.00
7/24/2009	8/6/2009	01 - Regular Payroll	Safety - Police	Monthly	\$12,603.55	\$5,817.08	39.9	\$0.00	\$523.54	0.046	City of Riverside	\$0.93
7/24/2009	8/6/2009	06 - Special Compensation	Safety - Police		\$0.00	\$0.00	40.0	\$745.10	\$67.06	0.000	City of Riverside	\$0.00
8/7/2009	8/20/2009	01 - Regular Payroll	Safety - Police	Monthly	\$12,603.55	\$5,817.08	39.9	\$0.00	\$523.54	0.046	City of Riverside	\$0.93
8/7/2009	8/20/2009	06 - Special Compensation	Safety - Police		\$0.00	\$0.00	40.0	\$745.10	\$67.06	0.000	City of Riverside	\$0.00
8/21/2009	9/3/2009	01 - Regular Payroll	Safety - Police	Monthly	\$12,603.55	\$5,817.08	39.9	\$0.00	\$523.54	0.046	City of Riverside	\$0.93
8/21/2009	9/3/2009	06 - Special Compensation	Safety - Police		\$0.00	\$0.00	40.0	\$745.10	\$67.06	0.000	City of Riverside	\$0.00
9/4/2009	9/17/2009	01 - Regular Payroll	Safety - Police	Monthly	\$12,603.55	\$5,817.08	39.9	\$0.00	\$523.54	0.046	City of Riverside	\$0.93
9/4/2009	9/17/2009	06 - Special Compensation	Safety - Police		\$0.00	\$0.00	40.0	\$745.10	\$67.06	0.000	City of Riverside	\$0.00
9/18/2009	10/1/2009	01 - Regular Payroll	Safety - Police	Monthly	\$12,603.55	\$5,817.08	39.9	\$0.00	\$523.54	0.046	City of Riverside	\$0.93
9/18/2009	10/1/2009	06 - Special Compensation	Safety - Police		\$0.00	\$0.00	40.0	\$745.10	\$67.06	0.000	City of Riverside	\$0.00
10/2/2009	10/15/2009	01 - Regular Payroll	Safety - Police	Monthly	\$12,603.55	\$5,817.07	39.9	\$0.00	\$523.54	0.046	City of Riverside	\$0.93
10/2/2009	10/15/2009	06 - Special Compensation	Safety - Police		\$0.00	\$0.00	40.0	\$745.10	\$67.06	0.000	City of Riverside	\$0.00
10/16/2009	10/29/2009	01 - Regular Payroll	Safety - Police	Monthly	\$12,603.55	\$5,817.08	39.9	\$0.00	\$523.54	0.046	City of Riverside	\$0.93
10/16/2009	10/29/2009	06 - Special Compensation	Safety - Police		\$0.00	\$0.00	40.0	\$745.10	\$67.06	0.000	City of Riverside	\$0.00
10/30/2009	11/12/2009	01 - Regular Payroll	Safety - Police	Monthly	\$12,603.55	\$5,817.08	39.9	\$0.00	\$523.54	0.046	City of Riverside	\$0.93
10/30/2009	11/12/2009	06 - Special Compensation	Safety - Police		\$0.00	\$0.00	40.0	\$10,561.41	\$950.53	0.000	City of Riverside	\$0.00
11/13/2009	11/26/2009	01 - Regular Payroll	Safety - Police	Monthly	\$12,603.55	\$5,817.08	39.9	\$0.00	\$523.54	0.046	City of Riverside	\$0.93
11/13/2009	11/26/2009	06 - Special Compensation	Safety - Police		\$0.00	\$0.00	40.0	\$745.10	\$67.06	0.000	City of Riverside	\$0.00
11/27/2009	12/10/2009	01 - Regular Payroll	Safety - Police	Monthly	\$12,603.55	\$5,817.08	39.9	\$0.00	\$523.54	0.046	City of Riverside	\$0.93
11/27/2009	12/10/2009	06 - Special Compensation	Safety - Police		\$0.00	\$0.00	40.0	\$745.10	\$67.06	0.000	City of Riverside	\$0.00
12/11/2009	12/24/2009	01 - Regular Payroll	Safety - Police	Monthly	\$12,603.55	\$5,817.08	39.9	\$0.00	\$523.54	0.046	City of Riverside	\$0.93
12/11/2009	12/24/2009	06 - Special Compensation	Safety - Police		\$0.00	\$0.00	40.0	\$745.10	\$67.06	0.000	City of Riverside	\$0.00
12/25/2009	1/7/2010	01 - Regular Payroll	Safety - Police	Monthly	\$12,603.55	\$5,817.08	39.9	\$0.00	\$523.54	0.046	City of Riverside	\$0.93
12/25/2009	1/7/2010	06 - Special Compensation	Safety - Police		\$0.00	\$0.00	40.0	\$745.10	\$67.06	0.000	City of Riverside	\$0.00
1/8/2010	1/21/2010	01 - Regular Payroll	Safety - Police	Monthly	\$12,603.55	\$5,817.08	39.9	\$0.00	\$523.54	0.046	City of Riverside	\$0.93
1/8/2010	1/21/2010	06 - Special Compensation	Safety - Police		\$0.00	\$0.00	40.0	\$745.10	\$67.06	0.000	City of Riverside	\$0.00
1/22/2010	2/4/2010	01 - Regular Payroll	Safety - Police	Monthly	\$12,603.55	\$5,817.08	39.9	\$0.00	\$523.54	0.046	City of Riverside	\$0.93
1/22/2010	2/4/2010	06 - Special Compensation	Safety - Police		\$0.00	\$0.00	40.0	\$745.10	\$67.06	0.000	City of Riverside	\$0.00
2/5/2010	2/18/2010	01 - Regular Payroll	Safety - Police	Monthly	\$12,603.55	\$5,817.08	39.9	\$0.00	\$523.54	0.046	City of Riverside	\$0.93
2/5/2010	2/18/2010	06 - Special Compensation	Safety - Police		\$0.00	\$0.00	40.0	\$745.10	\$67.06	0.000	City of Riverside	\$0.00
2/19/2010	3/4/2010	01 - Regular Payroll	Safety - Police	Monthly	\$12,603.55	\$5,817.08	39.9	\$0.00	\$523.54	0.046	City of Riverside	\$0.93
2/19/2010	3/4/2010	06 - Special Compensation	Safety - Police		\$0.00	\$0.00	40.0	\$745.10	\$67.06	0.000	City of Riverside	\$0.00
3/5/2010	3/18/2010	01 - Regular Payroll	Safety - Police	Monthly	\$12,603.55	\$5,817.08	39.9	\$0.00	\$523.54	0.046	City of Riverside	\$0.93
3/5/2010	3/18/2010	06 - Special Compensation	Safety - Police		\$0.00	\$0.00	40.0	\$745.10	\$67.06	0.000	City of Riverside	\$0.00
3/19/2010	4/1/2010	01 - Regular Payroll	Safety - Police	Monthly	\$12,603.55	\$5,817.07	39.9	\$0.00	\$523.54	0.046	City of Riverside	\$0.93

3/19/2010	4/1/2010	06 - Special Compensation 01 - Regular	Safety - Police		\$0.00	\$0.00	40.0	\$745.10	\$67.06	0.000	City of Riverside	\$0.00
4/2/2010	4/15/2010	Payroll 06 - Special	Safety - Police	Monthly	\$12,603.55	\$5,817.08	39.9	\$0.00	\$523.54	0.046	City of Riverside	\$0.93
4/2/2010	4/15/2010	Compensation 01 - Regular	Safety - Police		\$0.00	\$0.00	40.0	\$745.10	\$67.06	0.000	City of Riverside	\$0.00
4/16/2010	4/29/2010	Payroll 06 - Special	Safety - Police	Monthly	\$12,603.55	\$5,817.08	39.9	\$0.00	\$523.54	0.046	City of Riverside	\$0.93
4/16/2010	4/29/2010	Compensation 01 - Regular	Safety - Police		\$0.00	\$0.00	40.0	\$745.10	\$67.06	0.000	City of Riverside	\$0.00
4/30/2010	5/13/2010	Payroll 06 - Special	Safety - Police	Monthly	\$12,603.55	\$5,817.08	39.9	\$0.00	\$523.54	0.046	City of Riverside	\$0.93
4/30/2010	5/13/2010	Compensation 01 - Regular	Safety - Police		\$0.00	\$0.00	40.0	\$745.10	\$67.06	0.000	City of Riverside	\$0.00
5/14/2010	5/27/2010	Payroll 06 - Special	Safety - Police	Monthly	\$12,603.55	\$5,817.08	39.9	\$0.00	\$523.54	0.046	City of Riverside	\$0.93
5/14/2010	5/27/2010	Compensation 01 - Regular	Safety - Police		\$0.00	\$0.00	40.0	\$745.10	\$67.06	0.000	City of Riverside	\$0.00
5/28/2010	6/10/2010	Payroll 06 - Special	Safety - Police	Monthly	\$14,588.49	\$6,733.18	39.9	\$0.00	\$605.99	0.046	City of Riverside	\$0.93
5/28/2010	6/10/2010	Compensation 01 - Regular	Safety - Police		\$0.00	\$0.00	40.0	\$859.62	\$77.37	0.000	City of Riverside	\$0.00
6/11/2010	6/24/2010	Payroll 06 - Special	Safety - Police	Monthly	\$14,588.49	\$6,733.18	39.9	\$0.00	\$605.99	0.046	City of Riverside	\$0.93
6/11/2010	6/24/2010	Compensation	Safety - Police		\$0.00	\$0.00	40.0	\$859.62	\$77.37	0.000	City of Riverside	\$0.00

PPE begin	PPE end	Transaction Type	Member Category	Pay Rate Type	Pay Rate	Earnings	Scheduled Hours/Week	Special Compensation	Tax Deferred Contributions	Transaction Calculated Service Credit	Division	1999 Survivor
6/25/2010	7/8/2010	Payroll 01 - Regular 06 - Special	Safety - Police	Monthly	\$14,588.49	\$6,733.18	39.9	\$0.00	\$605.99	0.046	City of Riverside	\$0.93
6/25/2010	7/8/2010	Compensation 01 - Regular	Safety - Police		\$0.00	\$0.00	40.0	\$859.62	\$77.37	0.000	City of Riverside	\$0.00
7/9/2010	7/22/2010	Payroll 06 - Special	Safety - Police	Monthly	\$14,588.49	\$6,733.18	39.9	\$0.00	\$605.99	0.046	City of Riverside	\$0.93
7/9/2010	7/22/2010	Compensation 01 - Regular	Safety - Police		\$0.00	\$0.00	40.0	\$859.62	\$77.37	0.000	City of Riverside	\$0.00
7/23/2010	8/5/2010	Payroll 06 - Special	Safety - Police	Monthly	\$14,588.49	\$6,733.18	39.9	\$0.00	\$605.99	0.046	City of Riverside	\$0.93
7/23/2010	8/5/2010	Compensation 01 - Regular	Safety - Police		\$0.00	\$0.00	40.0	\$859.62	\$77.37	0.000	City of Riverside	\$0.00
8/6/2010	8/19/2010	Payroll 06 - Special	Safety - Police	Monthly	\$14,588.49	\$6,733.18	39.9	\$0.00	\$605.99	0.046	City of Riverside	\$0.93
8/6/2010	8/19/2010	Compensation 01 - Regular	Safety - Police		\$0.00	\$0.00	40.0	\$859.62	\$77.37	0.000	City of Riverside	\$0.00
8/20/2010	9/2/2010	Payroll 06 - Special	Safety - Police	Monthly	\$14,588.49	\$6,733.18	39.9	\$0.00	\$605.99	0.046	City of Riverside	\$0.93
8/20/2010	9/2/2010	Compensation 01 - Regular	Safety - Police		\$0.00	\$0.00	40.0	\$859.62	\$77.37	0.000	City of Riverside	\$0.00
9/3/2010	9/16/2010	Payroll 06 - Special	Safety - Police	Monthly	\$14,588.49	\$6,733.18	39.9	\$0.00	\$605.99	0.046	City of Riverside	\$0.93
9/3/2010	9/16/2010	Compensation 01 - Regular	Safety - Police		\$0.00	\$0.00	40.0	\$859.62	\$77.37	0.000	City of Riverside	\$0.00
9/17/2010	9/30/2010	Payroll 06 - Special	Safety - Police	Monthly	\$14,588.49	\$6,733.18	39.9	\$0.00	\$605.99	0.046	City of Riverside	\$0.93
9/17/2010	9/30/2010	Compensation 01 - Regular	Safety - Police		\$0.00	\$0.00	40.0	\$859.62	\$77.37	0.000	City of Riverside	\$0.00
10/1/2010	10/14/2010	Payroll 06 - Special	Safety - Police	Monthly	\$14,588.49	\$6,733.18	39.9	\$0.00	\$605.99	0.046	City of Riverside	\$0.93
10/1/2010	10/14/2010	Compensation 01 - Regular	Safety - Police		\$0.00	\$0.00	40.0	\$859.62	\$77.37	0.000	City of Riverside	\$0.00
10/15/2010	10/28/2010	Payroll 06 - Special	Safety - Police	Monthly	\$14,588.49	\$6,733.18	39.9	\$0.00	\$605.99	0.046	City of Riverside	\$0.93
10/15/2010	10/28/2010	Compensation 01 - Regular	Safety - Police		\$0.00	\$0.00	40.0	\$859.62	\$77.37	0.000	City of Riverside	\$0.00
10/29/2010	11/11/2010	Payroll 06 - Special	Safety - Police	Monthly	\$14,588.49	\$6,733.18	39.9	\$0.00	\$605.99	0.046	City of Riverside	\$0.93
10/29/2010	11/11/2010	Compensation 01 - Regular	Safety - Police		\$0.00	\$0.00	40.0	\$11,275.00	\$1,014.75	0.000	City of Riverside	\$0.00
11/12/2010	11/25/2010	Payroll 06 - Special	Safety - Police	Monthly	\$14,588.49	\$6,733.18	39.9	\$0.00	\$605.99	0.046	City of Riverside	\$0.93
11/12/2010	11/25/2010	Compensation 01 - Regular	Safety - Police		\$0.00	\$0.00	40.0	\$859.62	\$77.37	0.000	City of Riverside	\$0.00
11/26/2010	12/9/2010	Payroll 06 - Special	Safety - Police	Monthly	\$14,588.49	\$6,733.18	39.9	\$0.00	\$605.99	0.046	City of Riverside	\$0.93
11/26/2010	12/9/2010	Compensation 01 - Regular	Safety - Police		\$0.00	\$0.00	40.0	\$859.62	\$77.37	0.000	City of Riverside	\$0.00
12/10/2010	12/23/2010	Payroll 06 - Special	Safety - Police	Monthly	\$14,588.49	\$6,733.18	39.9	\$0.00	\$605.99	0.046	City of Riverside	\$0.93
12/10/2010	12/23/2010	Compensation 01 - Regular	Safety - Police		\$0.00	\$0.00	40.0	\$859.62	\$77.37	0.000	City of Riverside	\$0.00
12/24/2010	1/6/2011	Payroll 06 - Special	Safety - Police	Monthly	\$14,588.49	\$6,733.18	39.9	\$0.00	\$605.99	0.046	City of Riverside	\$0.93
12/24/2010	1/6/2011	Compensation 01 - Regular	Safety - Police		\$0.00	\$0.00	40.0	\$859.62	\$77.37	0.000	City of Riverside	\$0.00
1/7/2011	1/17/2011	Payroll 06 - Special	Safety - Police	Monthly	\$14,588.49	\$5,891.54	39.9	\$0.00	\$530.24	0.040	City of Riverside	\$0.93
1/7/2011	1/17/2011	Compensation 21N - CRS Normal Service	Safety - Police		\$0.00	\$0.00	40.0	\$5,593.78	\$503.44	0.000	City of Riverside	\$0.00
1/18/2011	1/18/2011	Reconciliation 27N - RIBS	Safety - Police		\$0.00	\$0.00	0.0	\$0.00	\$0.00	-0.001	City of Riverside	\$0.00
1/19/2011	1/19/2011	Normal Service 58N - Adjustment retirement balance	Safety - Police		\$0.00	\$0.00	0.0	\$0.00	\$0.00	28.532	City of Riverside	\$0.00
1/19/2011	1/19/2011	Adjustment retirement balance	Safety - Police		\$0.00	\$0.00	0.0	\$0.00	\$0.00	-0.687	City of Riverside	\$0.00
1/19/2011	1/19/2011	Adjustment retirement balance	Safety - Police		\$0.00	\$0.00	0.0	\$0.00	\$0.00	-27.876	City of Riverside	\$0.00



PPE begin	PPE end	Transaction Type	Member Category	Pay Rate Type	Pay Rate	Earnings	Scheduled Hours/Week	Special Compensation	Tax Deferred Contributions	Transaction Calculated Service Credit	Employer Worked For	1959 Survivor
5/30/2008	6/12/2008	01 - Regular Payroll	Safety - Police	Monthly	\$12,236.27	\$5,647.54	39.9	\$0.00	\$508.28	0.046	City of Riverside	\$0.93
5/30/2008	6/12/2008	06 - Special Compensation	Safety - Police		\$0.00	\$0.00	40.0	\$723.91	\$65.15	0.000	City of Riverside	\$0.00
6/27/2008	7/10/2008	01 - Regular Payroll	Safety - Police	Monthly	\$12,603.55	\$5,817.08	39.9	\$0.00	\$523.54	0.046	City of Riverside	\$0.93
6/27/2008	7/10/2008	06 - Special Compensation	Safety - Police		\$0.00	\$0.00	40.0	\$745.10	\$67.06	0.000	City of Riverside	\$0.00
7/11/2008	7/24/2008	01 - Regular Payroll	Safety - Police	Monthly	\$12,603.55	\$5,817.08	39.9	\$0.00	\$523.54	0.046	City of Riverside	\$0.93
7/11/2008	7/24/2008	06 - Special Compensation	Safety - Police		\$0.00	\$0.00	40.0	\$745.10	\$67.06	0.000	City of Riverside	\$0.00
7/25/2008	8/7/2008	01 - Regular Payroll	Safety - Police	Monthly	\$12,603.55	\$5,817.08	39.9	\$0.00	\$523.54	0.046	City of Riverside	\$0.93
7/25/2008	8/7/2008	06 - Special Compensation	Safety - Police		\$0.00	\$0.00	40.0	\$745.10	\$67.06	0.000	City of Riverside	\$0.00
8/8/2008	8/21/2008	01 - Regular Payroll	Safety - Police	Monthly	\$12,603.55	\$5,817.08	39.9	\$0.00	\$523.54	0.046	City of Riverside	\$0.93
8/8/2008	8/21/2008	06 - Special Compensation	Safety - Police		\$0.00	\$0.00	40.0	\$745.10	\$67.06	0.000	City of Riverside	\$0.00
8/22/2008	9/4/2008	01 - Regular Payroll	Safety - Police	Monthly	\$12,603.55	\$5,817.08	39.9	\$0.00	\$523.54	0.046	City of Riverside	\$0.93
8/22/2008	9/4/2008	06 - Special Compensation	Safety - Police		\$0.00	\$0.00	40.0	\$745.10	\$67.06	0.000	City of Riverside	\$0.00
9/5/2008	9/18/2008	01 - Regular Payroll	Safety - Police	Monthly	\$12,603.55	\$5,817.08	39.9	\$0.00	\$523.54	0.046	City of Riverside	\$0.93
9/5/2008	9/18/2008	06 - Special Compensation	Safety - Police		\$0.00	\$0.00	40.0	\$745.10	\$67.06	0.000	City of Riverside	\$0.00
9/19/2008	10/2/2008	01 - Regular Payroll	Safety - Police	Monthly	\$12,603.55	\$5,817.08	39.9	\$0.00	\$523.54	0.046	City of Riverside	\$0.93
9/19/2008	10/2/2008	06 - Special Compensation	Safety - Police		\$0.00	\$0.00	40.0	\$745.10	\$67.06	0.000	City of Riverside	\$0.00
10/3/2008	10/16/2008	01 - Regular Payroll	Safety - Police	Monthly	\$12,603.55	\$5,817.08	39.9	\$0.00	\$523.54	0.046	City of Riverside	\$0.93
10/3/2008	10/16/2008	06 - Special Compensation	Safety - Police		\$0.00	\$0.00	40.0	\$745.10	\$67.06	0.000	City of Riverside	\$0.00
10/17/2008	10/30/2008	01 - Regular Payroll	Safety - Police	Monthly	\$12,603.55	\$5,817.08	39.9	\$0.00	\$523.54	0.046	City of Riverside	\$0.93
10/17/2008	10/30/2008	06 - Special Compensation	Safety - Police		\$0.00	\$0.00	40.0	\$745.10	\$67.06	0.000	City of Riverside	\$0.00
10/31/2008	11/13/2008	01 - Regular Payroll	Safety - Police	Monthly	\$12,603.55	\$5,817.08	39.9	\$0.00	\$523.54	0.046	City of Riverside	\$0.93
10/31/2008	11/13/2008	06 - Special Compensation	Safety - Police		\$0.00	\$0.00	40.0	\$4,835.23	\$435.17	0.000	City of Riverside	\$0.00
11/14/2008	11/27/2008	01 - Regular Payroll	Safety - Police	Monthly	\$12,603.55	\$5,817.08	39.9	\$0.00	\$523.54	0.046	City of Riverside	\$0.93
11/14/2008	11/27/2008	06 - Special Compensation	Safety - Police		\$0.00	\$0.00	40.0	\$1,563.13	\$140.68	0.000	City of Riverside	\$0.00
11/28/2008	12/11/2008	01 - Regular Payroll	Safety - Police	Monthly	\$12,603.55	\$5,817.08	39.9	\$0.00	\$523.54	0.046	City of Riverside	\$0.93
11/28/2008	12/11/2008	06 - Special Compensation	Safety - Police		\$0.00	\$0.00	40.0	\$745.10	\$67.06	0.000	City of Riverside	\$0.00
12/12/2008	12/25/2008	01 - Regular Payroll	Safety - Police	Monthly	\$12,603.55	\$5,817.08	39.9	\$0.00	\$523.54	0.046	City of Riverside	\$0.93
12/12/2008	12/25/2008	06 - Special Compensation	Safety - Police		\$0.00	\$0.00	40.0	\$745.10	\$67.06	0.000	City of Riverside	\$0.00
12/26/2008	1/8/2009	01 - Regular Payroll	Safety - Police	Monthly	\$12,603.55	\$5,817.08	39.9	\$0.00	\$523.54	0.046	City of Riverside	\$0.93
12/26/2008	1/8/2009	06 - Special Compensation	Safety - Police		\$0.00	\$0.00	40.0	\$745.10	\$67.06	0.000	City of Riverside	\$0.00
1/9/2009	1/22/2009	01 - Regular Payroll	Safety - Police	Monthly	\$12,603.55	\$5,817.08	39.9	\$0.00	\$523.54	0.046	City of Riverside	\$0.93
1/9/2009	1/22/2009	06 - Special Compensation	Safety - Police		\$0.00	\$0.00	40.0	\$745.10	\$67.06	0.000	City of Riverside	\$0.00
1/23/2009	2/5/2009	01 - Regular Payroll	Safety - Police	Monthly	\$12,603.55	\$5,817.08	39.9	\$0.00	\$523.54	0.046	City of Riverside	\$0.93
1/23/2009	2/5/2009	06 - Special Compensation	Safety - Police		\$0.00	\$0.00	40.0	\$745.10	\$67.06	0.000	City of Riverside	\$0.00
2/20/2009	3/5/2009	01 - Regular Payroll	Safety - Police	Monthly	\$12,603.55	\$5,817.08	39.9	\$0.00	\$523.54	0.046	City of Riverside	\$0.93
2/20/2009	3/5/2009	06 - Special Compensation	Safety - Police		\$0.00	\$0.00	40.0	\$745.10	\$67.06	0.000	City of Riverside	\$0.00
3/6/2009	3/19/2009	01 - Regular Payroll	Safety - Police	Monthly	\$12,603.55	\$5,817.08	39.9	\$0.00	\$523.54	0.046	City of Riverside	\$0.93
3/6/2009	3/19/2009	06 - Special Compensation	Safety - Police		\$0.00	\$0.00	40.0	\$745.10	\$67.06	0.000	City of Riverside	\$0.00
3/20/2009	4/2/2009	01 - Regular Payroll	Safety - Police	Monthly	\$12,603.55	\$5,817.08	39.9	\$0.00	\$523.54	0.046	City of Riverside	\$0.93
3/20/2009	4/2/2009	06 - Special Compensation	Safety - Police		\$0.00	\$0.00	40.0	\$745.10	\$67.06	0.000	City of Riverside	\$0.00

4/3/2009	4/16/2009	01 - Regular Payroll	Safety - Police	Monthly	\$12,603.55	\$5,817.08	39.9	\$0.00	\$523.54	0.046	City of Riverside	\$0.93
4/3/2009	4/16/2009	06 - Special Compensation	Safety - Police		\$0.00	\$0.00	40.0	\$745.10	\$67.06	0.000	City of Riverside	\$0.00
4/17/2009	4/30/2009	01 - Regular Payroll	Safety - Police	Monthly	\$12,603.55	\$5,817.08	39.9	\$0.00	\$523.54	0.046	City of Riverside	\$0.93
4/17/2009	4/30/2009	06 - Special Compensation	Safety - Police		\$0.00	\$0.00	40.0	\$745.10	\$67.06	0.000	City of Riverside	\$0.00
5/1/2009	5/14/2009	01 - Regular Payroll	Safety - Police	Monthly	\$12,603.55	\$5,817.08	39.9	\$0.00	\$523.54	0.046	City of Riverside	\$0.93
5/1/2009	5/14/2009	06 - Special Compensation	Safety - Police		\$0.00	\$0.00	40.0	\$745.10	\$67.06	0.000	City of Riverside	\$0.00
5/15/2009	5/28/2009	01 - Regular Payroll	Safety - Police	Monthly	\$12,603.55	\$5,817.08	39.9	\$0.00	\$523.54	0.046	City of Riverside	\$0.93
5/15/2009	5/28/2009	06 - Special Compensation	Safety - Police		\$0.00	\$0.00	40.0	\$745.10	\$67.06	0.000	City of Riverside	\$0.00
5/29/2009	6/11/2009	01 - Regular Payroll	Safety - Police	Monthly	\$12,603.55	\$5,817.08	39.9	\$0.00	\$523.54	0.046	City of Riverside	\$0.93
5/29/2009	6/11/2009	06 - Special Compensation	Safety - Police		\$0.00	\$0.00	40.0	\$745.10	\$67.06	0.000	City of Riverside	\$0.00
6/12/2009	6/25/2009	01 - Regular Payroll	Safety - Police	Monthly	\$12,603.55	\$5,817.08	39.9	\$0.00	\$523.54	0.046	City of Riverside	\$0.93
6/12/2009	6/25/2009	06 - Special Compensation	Safety - Police		\$0.00	\$0.00	40.0	\$745.10	\$67.06	0.000	City of Riverside	\$0.00



PPE begin	PPE end	Transaction Type	Member Category	Pay Rate Type	Pay Rate	Earnings	Scheduled Hours/Week	Special Compensation	Tax Deferred Contributions	Transaction Calculate Service Credit	Employer Worked For	1959 Survivor
		01 - Regular Payroll	Safety - Police	Monthly	\$12,603.55	\$5,817.08	39.9	\$0.00	\$523.54	0.046	City of Riverside	\$0.93
2/6/2009	2/19/2009	06 - Special Compensation	Safety - Police		\$0.00	\$0.00	40.0	\$745.10	\$67.06	0.000	City of Riverside	\$0.00
6/26/2009	7/9/2009	01 - Regular Payroll	Safety - Police	Monthly	\$12,603.55	\$5,817.08	39.9	\$0.00	\$523.54	0.046	City of Riverside	\$0.93
6/26/2009	7/9/2009	06 - Special Compensation	Safety - Police		\$0.00	\$0.00	40.0	\$745.10	\$67.06	0.000	City of Riverside	\$0.00
7/10/2009	7/23/2009	01 - Regular Payroll	Safety - Police	Monthly	\$12,603.55	\$5,817.07	39.9	\$0.00	\$523.54	0.046	City of Riverside	\$0.93
7/10/2009	7/23/2009	06 - Special Compensation	Safety - Police		\$0.00	\$0.00	40.0	\$745.10	\$67.06	0.000	City of Riverside	\$0.00
7/24/2009	8/6/2009	01 - Regular Payroll	Safety - Police	Monthly	\$12,603.55	\$5,817.08	39.9	\$0.00	\$523.54	0.046	City of Riverside	\$0.93
7/24/2009	8/6/2009	06 - Special Compensation	Safety - Police		\$0.00	\$0.00	40.0	\$745.10	\$67.06	0.000	City of Riverside	\$0.00
8/7/2009	8/20/2009	01 - Regular Payroll	Safety - Police	Monthly	\$12,603.55	\$5,817.07	39.9	\$0.00	\$523.54	0.046	City of Riverside	\$0.93
8/7/2009	8/20/2009	06 - Special Compensation	Safety - Police		\$0.00	\$0.00	40.0	\$745.10	\$67.06	0.000	City of Riverside	\$0.00
8/21/2009	9/3/2009	01 - Regular Payroll	Safety - Police	Monthly	\$12,603.55	\$5,817.08	39.9	\$0.00	\$523.54	0.046	City of Riverside	\$0.93
8/21/2009	9/3/2009	06 - Special Compensation	Safety - Police		\$0.00	\$0.00	40.0	\$745.10	\$67.06	0.000	City of Riverside	\$0.00
9/4/2009	9/17/2009	01 - Regular Payroll	Safety - Police	Monthly	\$12,603.55	\$5,817.08	39.9	\$0.00	\$523.54	0.046	City of Riverside	\$0.93
9/4/2009	9/17/2009	06 - Special Compensation	Safety - Police		\$0.00	\$0.00	40.0	\$745.10	\$67.06	0.000	City of Riverside	\$0.00
9/18/2009	10/1/2009	01 - Regular Payroll	Safety - Police	Monthly	\$12,603.55	\$5,817.08	39.9	\$0.00	\$523.54	0.046	City of Riverside	\$0.93
9/18/2009	10/1/2009	06 - Special Compensation	Safety - Police		\$0.00	\$0.00	40.0	\$745.10	\$67.06	0.000	City of Riverside	\$0.00
10/2/2009	10/15/2009	01 - Regular Payroll	Safety - Police	Monthly	\$12,603.55	\$5,817.08	39.9	\$0.00	\$523.54	0.046	City of Riverside	\$0.93
10/2/2009	10/15/2009	06 - Special Compensation	Safety - Police		\$0.00	\$0.00	40.0	\$745.10	\$67.06	0.000	City of Riverside	\$0.00
10/16/2009	10/29/2009	01 - Regular Payroll	Safety - Police	Monthly	\$12,603.55	\$5,817.08	39.9	\$0.00	\$523.54	0.046	City of Riverside	\$0.93
10/16/2009	10/29/2009	06 - Special Compensation	Safety - Police		\$0.00	\$0.00	40.0	\$745.10	\$67.06	0.000	City of Riverside	\$0.00
10/30/2009	11/12/2009	01 - Regular Payroll	Safety - Police	Monthly	\$12,603.55	\$5,817.08	39.9	\$0.00	\$523.54	0.046	City of Riverside	\$0.93
10/30/2009	11/12/2009	06 - Special Compensation	Safety - Police		\$0.00	\$0.00	40.0	\$8,925.37	\$803.28	0.000	City of Riverside	\$0.00
11/13/2009	11/26/2009	01 - Regular Payroll	Safety - Police	Monthly	\$12,603.55	\$5,817.08	39.9	\$0.00	\$523.54	0.046	City of Riverside	\$0.93
11/13/2009	11/26/2009	06 - Special Compensation	Safety - Police		\$0.00	\$0.00	40.0	\$745.10	\$67.06	0.000	City of Riverside	\$0.00
11/27/2009	12/10/2009	01 - Regular Payroll	Safety - Police	Monthly	\$12,603.55	\$5,817.08	39.9	\$0.00	\$523.54	0.046	City of Riverside	\$0.93
11/27/2009	12/10/2009	06 - Special Compensation	Safety - Police		\$0.00	\$0.00	40.0	\$745.10	\$67.06	0.000	City of Riverside	\$0.00
12/11/2009	12/24/2009	01 - Regular Payroll	Safety - Police	Monthly	\$12,603.55	\$5,817.08	39.9	\$0.00	\$523.54	0.046	City of Riverside	\$0.93
12/11/2009	12/24/2009	06 - Special Compensation	Safety - Police		\$0.00	\$0.00	40.0	\$745.10	\$67.06	0.000	City of Riverside	\$0.00
12/25/2009	1/7/2010	01 - Regular Payroll	Safety - Police	Monthly	\$12,603.55	\$5,817.08	39.9	\$0.00	\$523.54	0.046	City of Riverside	\$0.93
12/25/2009	1/7/2010	06 - Special Compensation	Safety - Police		\$0.00	\$0.00	40.0	\$745.10	\$67.06	0.000	City of Riverside	\$0.00
1/8/2010	1/21/2010	01 - Regular Payroll	Safety - Police	Monthly	\$12,603.55	\$5,817.08	39.9	\$0.00	\$523.54	0.046	City of Riverside	\$0.93
1/8/2010	1/21/2010	06 - Special Compensation	Safety - Police		\$0.00	\$0.00	40.0	\$745.10	\$67.06	0.000	City of Riverside	\$0.00
1/22/2010	2/4/2010	01 - Regular Payroll	Safety - Police	Monthly	\$12,603.55	\$5,817.08	39.9	\$0.00	\$523.54	0.046	City of Riverside	\$0.93
1/22/2010	2/4/2010	06 - Special Compensation	Safety - Police		\$0.00	\$0.00	40.0	\$745.10	\$67.06	0.000	City of Riverside	\$0.00
2/5/2010	2/18/2010	01 - Regular Payroll	Safety - Police	Monthly	\$12,603.55	\$5,817.08	39.9	\$0.00	\$523.54	0.046	City of Riverside	\$0.93
2/5/2010	2/18/2010	06 - Special Compensation	Safety - Police		\$0.00	\$0.00	40.0	\$745.10	\$67.06	0.000	City of Riverside	\$0.00
2/19/2010	3/4/2010	01 - Regular Payroll	Safety - Police	Monthly	\$12,603.55	\$5,817.08	39.9	\$0.00	\$523.54	0.046	City of Riverside	\$0.93
2/19/2010	3/4/2010	06 - Special Compensation	Safety - Police		\$0.00	\$0.00	40.0	\$745.10	\$67.06	0.000	City of Riverside	\$0.00
3/5/2010	3/18/2010	01 - Regular Payroll	Safety - Police	Monthly	\$12,603.55	\$5,817.08	39.9	\$0.00	\$523.54	0.046	City of Riverside	\$0.93
3/5/2010	3/18/2010	06 - Special Compensation	Safety - Police		\$0.00	\$0.00	40.0	\$745.10	\$67.06	0.000	City of Riverside	\$0.00

3/19/2010	4/1/2010	01 - Regular Payroll	Safety - Police	Monthly	\$12,603.55	\$5,817.08	39.9	\$0.00	\$523.54	0.046	City of Riverside	\$0.93
3/19/2010	4/1/2010	06 - Special Compensation	Safety - Police		\$0.00	\$0.00	40.0	\$745.10	\$67.06	0.000	City of Riverside	\$0.00
4/2/2010	4/15/2010	01 - Regular Payroll	Safety - Police	Monthly	\$12,603.55	\$5,817.08	39.9	\$0.00	\$523.54	0.046	City of Riverside	\$0.93
4/2/2010	4/15/2010	06 - Special Compensation	Safety - Police		\$0.00	\$0.00	40.0	\$745.10	\$67.06	0.000	City of Riverside	\$0.00
4/16/2010	4/29/2010	01 - Regular Payroll	Safety - Police	Monthly	\$12,603.55	\$5,817.08	39.9	\$0.00	\$523.54	0.046	City of Riverside	\$0.93
4/16/2010	4/29/2010	06 - Special Compensation	Safety - Police		\$0.00	\$0.00	40.0	\$745.10	\$67.06	0.000	City of Riverside	\$0.00
4/30/2010	5/13/2010	01 - Regular Payroll	Safety - Police	Monthly	\$12,603.55	\$5,817.08	39.9	\$0.00	\$523.54	0.046	City of Riverside	\$0.93
4/30/2010	5/13/2010	06 - Special Compensation	Safety - Police		\$0.00	\$0.00	40.0	\$745.10	\$67.06	0.000	City of Riverside	\$0.00
5/14/2010	5/27/2010	01 - Regular Payroll	Safety - Police	Monthly	\$12,603.55	\$5,817.08	39.9	\$0.00	\$523.54	0.046	City of Riverside	\$0.93
5/14/2010	5/27/2010	06 - Special Compensation	Safety - Police		\$0.00	\$0.00	40.0	\$745.10	\$67.06	0.000	City of Riverside	\$0.00
5/28/2010	6/10/2010	01 - Regular Payroll	Safety - Police	Monthly	\$14,588.49	\$6,733.18	39.9	\$0.00	\$605.99	0.046	City of Riverside	\$0.93
5/28/2010	6/10/2010	06 - Special Compensation	Safety - Police		\$0.00	\$0.00	40.0	\$859.62	\$77.37	0.000	City of Riverside	\$0.00
6/11/2010	6/24/2010	01 - Regular Payroll	Safety - Police	Monthly	\$14,588.49	\$6,733.18	39.9	\$0.00	\$605.99	0.046	City of Riverside	\$0.93
6/11/2010	6/24/2010	06 - Special Compensation	Safety - Police		\$0.00	\$0.00	40.0	\$859.62	\$77.37	0.000	City of Riverside	\$0.00

PPE begin	PPE end	Transaction Type	Member Category	Pay Rate Type	Pay Rate	Earnings	Scheduled Hours/W week	Special Compensation	Tax Deferred Contributions	Transaction Calculated Service Credit	Employer Worked For	1959 Survivor
6/25/2010	7/8/2010	01 - Regular Payroll	Safety - Police	Monthly	\$14,588.49	\$6,733.18	39.9	\$0.00	\$605.99	0.046	City of Riverside	\$0.93
6/25/2010	7/8/2010	06 - Special Compensation	Safety - Police		\$0.00	\$0.00	40.0	\$859.62	\$77.37	0.000	City of Riverside	\$0.00
7/9/2010	7/15/2010	01 - Regular Payroll	Safety - Police	Monthly	\$14,588.49	\$4,208.24	39.9	\$0.00	\$378.74	0.029	City of Riverside	\$0.93
7/9/2010	7/15/2010	06 - Special Compensation	Safety - Police		\$0.00	\$0.00	40.0	\$9,381.12	\$844.31	0.000	City of Riverside	\$0.00

City of Riverside  
 3900 Main St  
 Riverside, Ca. 92522  
 (951) 826-6621

Employee Name: TIMOTHY M BACON  
 Employee ID: 10315  
 Pay Date: 03/27/09 Period Ending: 03/19/09

EFT No: XXXXXXXXXX

EARNINGS					DEDUCTIONS			YTD EARNINGS	
Description	Hours	Rate	Current Earnings	Y-T-D Amount	Description	Current Amount	Y-T-D Amount		
PD MGMT			667.09		FED TAX	1,048.44	7,423.20	PD MGMT	4,669.63
REG HRS	70.00	66.71	4,669.67		STATE TX	344.80	2,441.56	REG HRS	36,023.19
SICK USE	10.00	66.71	667.10		DCHMO	2.49	14.94	SICK USE	1,334.20
					ICMA2	298.14	1,788.84		
					RPAA DUE	73.03	438.18		
					SURV BEN	0.93	6.51		
					ADDL DD	501.00	3,507.00		
					DIR DPST	3,735.03	26,406.79		
<b>TOTAL EARNINGS:</b>					<b>TOTAL:</b>				
			6,003.86			6,003.86	42,027.02		
<b>EMPLOYER PAID BENEFITS</b>									
					CAFE PT		3,315.00		
					VSP PT		51.00		
					ICMA-RC2		600.00		
					LIFE INS		167.70		
					AD&D		33.54		
					PERS EMP		3,664.78		
					SPC PERS		469.42		
<b>TOTAL:</b>					<b>TOTAL:</b>				
							8,301.44		
								<b>Total YTD Earnings</b>	42,027.02
								<b>NET PAY</b>	0.00

**AVAILABLE LEAVE:**

Vac Leave 665.77  
 Sick Leave 1,501.50  
 Holiday 60.00

**MESSAGE:**

Facsimile



City of Riverside  
 3900 Main St.  
 Riverside, Ca. 92522  
 (951) 826-5621

Employee Name: TIMOTHY M BACON

EFT No: [REDACTED]

Employee ID: 10315

Pay Date: 04/10/09 Period Ending: 04/02/09

EARNINGS				DEDUCTIONS			YTD EARNINGS		
Description	Hours	Rate	Current Earnings	Y-T-D Amount	Description	Current Amount	Y-T-D Amount		
PD MGMT			667.09		FED TAX	1,048.44	8,471.64	PD MGMT	5,336.72
REG HRS	80.00	66.71	5,336.77		STATE TX	344.80	2,786.36	REG HRS	41,359.96
					DCHMO	2.49	17.43	SICK USE	1,334.20
					ICMA2	298.14	2,086.98		
					RPAA DUE	73.03	511.21		
					SURV BEN	0.93	7.44		
					ADDL DD	501.00	4,008.00		
					DIR DPST	3,735.03	30,141.82		
					<b>TOTAL:</b>	<b>6,003.86</b>	<b>48,030.88</b>		
					EMPLOYER PAID BENEFITS				
					CAFÉ PT	3,867.50			
					VSP PT	59.50			
					ICMA-RC2	800.00			
					LIFE INS	223.60			
					AD&D	44.72			
					PERS EMP	4,188.32			
					SPC PERS	536.48			
<b>TOTAL EARNINGS:</b>			<b>6,003.86</b>					<b>Total YTD Earnings</b>	<b>48,030.88</b>
					<b>TOTAL:</b>	<b>9,720.12</b>			
								<b>NET PAY</b>	<b>0.00</b>
<b>AVAILABLE LEAVE:</b>									
			Vac Leave	673.47					
			Sick Leave	1,505.20					
			Holiday	60.00					
<b>MESSAGE:</b>									

Facsimile

City of Riverside  
 3900 Main St.  
 Riverside, Ca. 92522  
 (951) 826-5621

Employee Name: TIMOTHY M BACON

Employee ID: 10315

Pay Date: 04/24/09 Period Ending: 04/16/09

EFT No:



YTD EARNINGS

EARNINGS					DEDUCTIONS		
Description	Hours	Rate	Current Earnings	Y-T-D Amount	Description	Current Amount	Y-T-D Amount
PD MGMT	667.09				FED TAX	1,048.44	9,520.08
REG HRS	80.00	66.71	5,336.77		STATE TX	344.80	3,131.16
					DCHMO	2.49	19.92
					ICMA2	298.14	2,385.12
					RPAA DUE	73.03	584.24
					SURV BEN	0.93	8.37
					ADDL DD	501.00	4,509.00
					DIR DPST	3,735.03	33,876.85
<b>TOTAL EARNINGS:</b>					<b>TOTAL:</b>		
			6,003.86			6,003.86	54,034.74
					<b>EMPLOYER PAID BENEFITS</b>		
					CAFE PT 4,420.00		
					VSP PT 68.00		
					ICMA-RC2 800.00		
					LIFE INS 223.60		
					AD&D 44.72		
					PERS EMP 4,711.86		
					SPC PERS 603.54		
					<b>TOTAL:</b>		
					10,871.72		

PD MGMT 6,003.81  
 REG HRS 46,696.73  
 SICK USE 1,334.20

Total YTD Earnings 54,034.74

NET PAY 0.00

AVAILABLE LEAVE:

Vac Leave 681.17  
 Sick Leave 1,508.90  
 Holiday 60.00

MESSAGE:

Facsimile

City of Riverside  
 3900 Main St  
 Riverside, Ca. 92522  
 (951) 828-5821

Employee Name: TIMOTHY M BACON

EFT No: XXXXXXXXXX

Employee ID: 10315

Pay Date: 05/08/09 Period Ending: 04/30/09

EARNINGS					DEDUCTIONS			
Description	Hours	Rate	Current Earnings	Y-T-D Amount	Description	Current Amount	Y-T-D Amount	YTD EARNINGS
PD MGMT	667.09				FED TAX	1,048.44	10,568.52	PD MGMT 6,670.90
REG HRS	50.00	66.71	3,335.48		STATE TX	358.75	3,489.91	REG HRS 50,032.21
FAM SK	20.00	66.71	1,334.19		DCHMO	2.49	22.41	SICK USE 1,334.20
VAC USED	10.00	66.71	667.10		ICMA2	298.14	2,683.26	FAM SK 1,334.19
					RPAA DUE	73.03	657.27	VAC USED 667.10
					SURV BEN	0.93	9.30	
					ADDL DD	501.00	5,010.00	
					DIR DPST	3,721.08	37,597.93	
<b>TOTAL EARNINGS:</b>					<b>TOTAL:</b>	<b>6,003.86</b>	<b>60,038.60</b>	
					<b>EMPLOYER PAID BENEFITS</b>			
					CAFE PT	4,972.50		
					VSP PT	76.50		
					ICMA-RC2	1,000.00		
					LIFE INS	279.50		
					AD&D	55.90		
					PERS EMP	5,235.40		
					SPC PERS	670.60		
					<b>TOTAL:</b>	<b>12,290.40</b>		<b>Total YTD Earnings 60,038.60</b>
								<b>NET PAY 0.00</b>

**AVAILABLE LEAVE:**  
 Vac Leave 678.87  
 Sick Leave 1,492.60  
 Holiday 60.00

**MESSAGE:**

Facsimile

City of Riverside  
 3900 Main St.  
 Riverside, Ca. 92522  
 (951) 828-5821

Employee Name: TIMOTHY M BACON

EFT No: XXXXXXXXXX

Employee ID: 10315

Pay Date: 05/22/09 Period Ending: 05/14/09

YTD EARNINGS

EARNINGS					DEDUCTIONS		
Description	Hours	Rate	Current Earnings	Y-T-D Amount	Description	Current Amount	Y-T-D Amount
PD MGMT	667.09				FED TAX	1,048.44	11,616.96
REG HRS	60.00	66.71	4,002.58		STATE TX	358.75	3,848.66
SICK USE	20.00	66.71	1,334.19		DCHMO	2.49	24.90
					ICMA2	298.14	2,981.40
					RPAE DUE	73.03	730.30
					SURV BEN	0.93	10.23
					ADDL DD	501.00	5,511.00
					DIR DPST	3,721.08	41,319.01
<b>TOTAL:</b>						<b>6,003.86</b>	<b>66,042.46</b>
<b>EMPLOYER PAID BENEFITS</b>							
CAFE PT						5,525.00	
VSP PT						85.00	
ICMA-RC2						1,000.00	
LIFE INS						279.50	
AD&D						55.90	
PERS EMP						5,758.94	
SPC PERS						737.66	
<b>TOTAL:</b>						<b>13,442.00</b>	
<b>TOTAL EARNINGS:</b>			<b>6,003.86</b>				

PD MGMT 7,337.99  
 REG HRS 54,034.79  
 SICK USE 2,668.39  
 FAM SK 1,334.19  
 VAC USED 667.10

Total YTD Earnings 66,042.46

**NET PAY 0.00**

**AVAILABLE LEAVE:**  
 Vac Leave 686.57  
 Sick Leave 1,476.30  
 Holiday 60.00

**MESSAGE:**

Facsimile



City of Riverside  
3900 Main St.  
Riverside, Ca. 92522  
(951) 826-5621

Employee Name: TIMOTHY M BACON

Employee ID: 10315

Pay Date: 06/05/09 Period Ending: 05/28/09

EFT No: 

EARNINGS					DEDUCTIONS			YTD EARNINGS	
Description	Hours	Rate	Current Earnings	Y-T-D Amount	Description	Current Amount	Y-T-D Amount		
PD MGMT	667.09				FED TAX	1,048.44	12,665.40	PD MGMT	8,005.08
REG HRS	80.00	66.71	5,336.77		STATE TX	358.75	4,207.41	REG HRS	59,371.56
					DCHMO	2.49	27.39	SICK USE	2,668.39
					ICMA2	298.14	3,279.54	FAM SK	1,334.19
					RPPA DUE	73.03	803.33	VAC USED	667.10
					SURV BEN	0.93	11.16		
					ADDL DD	501.00	6,012.00		
					DIR DPST	3,721.08	45,040.09		
					<b>TOTAL:</b>	<b>6,003.86</b>	<b>72,046.32</b>		
					<b>EMPLOYER PAID BENEFITS</b>				
					CAFE PT	6,077.50			
					VSP PT	93.50			
					ICMA-RC2	1,200.00			
					LIFE INS	335.40			
					AD&D	67.08			
					PERS EMP	6,282.48			
					SPC PERS	804.72			
<b>TOTAL EARNINGS:</b>			<b>6,003.86</b>		<b>TOTAL:</b>		<b>14,860.68</b>	<b>Total YTD Earnings</b>	<b>72,046.32</b>
								<b>NET PAY</b>	<b>0.00</b>
<b>AVAILABLE LEAVE:</b>									
Vac Leave 694.27									
Sick Leave 1,480.00									
Holiday 70.00									
<b>MESSAGE:</b>									

Facsimile

City of Riverside  
3800 Main St.  
Riverside, Ca. 92522  
(951) 826-5621

Employee Name: TIMOTHY M BACON

EFT No: [REDACTED]

Employee ID: 10315

Pay Date: 06/19/09 Period Ending: 06/11/09

EARNINGS					DEDUCTIONS			YTD EARNINGS	
Description	Hours	Rate	Current Earnings	Y-T-D Amount	Description	Current Amount	Y-T-D Amount		
PD MGMT	667.09				FED TAX	1,048.44	13,713.84	PD MGMT	8,672.17
REG HRS	80.00	66.71	5,336.77		STATE TX	358.75	4,566.16	REG HRS	64,708.33
					DCHMO	2.49	29.88	SICK USE	2,668.39
					ICMA2	298.14	3,577.68	FAM SK	1,334.19
					RPAE DUE	73.03	876.36	VAC USED	667.10
					SURV BEN	0.93	12.09		
					ADDL DD	501.00	6,513.00		
					DIR DPST	3,721.08	48,761.17		
<b>TOTAL EARNINGS:</b>					<b>TOTAL:</b>				
			6,003.86			6,003.86	78,050.18		
					<b>EMPLOYER PAID BENEFITS</b>				
					CAFE PT 6,630.00				
					VSP PT 102.00				
					ICMA-RC2 1,200.00				
					LIFE INS 335.40				
					AD&D 67.08				
					PERS EMP 6,806.02				
					SPC PERS 871.78				
<b>TOTAL:</b>					<b>TOTAL:</b>				
						16,012.28		<b>Total YTD Earnings</b>	<b>78,050.18</b>

**NET PAY 0.00**

**AVAILABLE LEAVE:**  
Vac Leave 701.97  
Sick Leave 1,483.70  
Holiday 70.00

**MESSAGE:**

Facsimile

City of Riverside  
 3900 Main St  
 Riverside, Ca. 92522  
 (951) 826-5621

Employee Name: TIMOTHY M BACON

Employee ID: 10315

Pay Date: 07/02/09 Period Ending: 06/25/09

EFT No: XXXXXXXXXX

YTD EARNINGS

EARNINGS					DEDUCTIONS		
Description	Hours	Rate	Current Earnings	Y-T-D Amount	Description	Current Amount	Y-T-D Amount
PD MGMT	667.09				FED TAX	1,048.44	14,762.28
REG HRS	70.00	66.71	4,669.67		STATE TX	358.75	4,924.91
VAC USED	10.00	66.71	667.10		DCHMO	2.49	32.37
					ICMA2	298.14	3,875.82
					RPAA DUE	73.03	949.39
					SURV BEN	0.93	13.02
					ADDL DD	501.00	7,014.00
					DIR DPST	3,721.08	52,482.25
<b>TOTAL EARNINGS:</b>					<b>TOTAL:</b>	<b>6,003.86</b>	<b>84,054.04</b>
					<b>EMPLOYER PAID BENEFITS</b>		
					CAFE PT	7,182.50	
					VSP PT	110.50	
					ICMA-RC2	1,400.00	
					LIFE INS	391.30	
					AD&D	78.26	
					PERS EMP	7,329.56	
					SPC PERS	938.84	
					<b>TOTAL:</b>	<b>17,430.96</b>	

PD MGMT 9,339.26  
 REG HRS 69,378.00  
 SICK USE 2,668.39  
 FAM SK 1,334.19  
 VAC USED 1,334.20

Total YTD Earnings 84,054.04

NET PAY 0.00

AVAILABLE LEAVE:

Vac Leave 699.67  
 Sick Leave 1,487.40  
 Holiday 70.00

MESSAGE:

Facsimile

City of Riverside  
 3900 Main St.  
 Riverside, Ca. 92522  
 (951) 828-6621

Employee Name: TIMOTHY M BACON

Employee ID: 10315

Pay Date: 07/17/09 Period Ending: 07/09/09

EFT No: XXXXXXXXXX

EARNINGS					DEDUCTIONS			YTD EARNINGS	
Description	Hours	Rate	Current Earnings	Y-T-D Amount	Description	Current Amount	Y-T-D Amount		
PD MGMT	667.09				FED TAX	1,048.44	15,810.72	PD MGMT	10,006.35
REG HRS	20.00	66.71	1,334.19		STATE TX	358.75	5,283.66	REG HRS	70,712.19
SICK USE	10.00	66.71	667.10		DCHMO	2.49	34.86	SICK USE	3,335.49
VAC USED	40.00	66.71	2,668.38		ICMA2	298.14	4,173.96	FAM SK	1,334.19
HOL USED	10.00	66.71	667.10		RPAA DUE	73.03	1,022.42	VAC USED	4,002.58
					SURV BEN	0.93	13.95	HOL USED	667.10
					ADDL DD	501.00	7,515.00		
					DIR DPST	3,721.08	56,203.33		
<b>TOTAL EARNINGS:</b>					<b>TOTAL:</b>				
			6,003.86			6,003.86	90,057.90		
					<b>EMPLOYER PAID BENEFITS</b>				
					CAFE PT 7,735.00				
					VSP PT 119.00				
					ICMA-RC2 1,400.00				
					LIFE INS 391.30				
					AD&D 78.26				
					PERS EPR 1,333.63				
					PERS EMP 7,853.10				
					SPC PERS 1,005.90				
					<b>TOTAL:</b>				
					19,916.19				
								<b>Total YTD Earnings</b>	90,057.90
								<b>NET PAY</b>	0.00

**AVAILABLE LEAVE:**  
 Vac Leave 667.37  
 Sick Leave 1,481.10  
 Holiday 70.00

**MESSAGE:**

Facsimile

City of Riverside  
 3800 Main St.  
 Riverside, Ca. 92522  
 (951) 828-5621

Employee Name: TIMOTHY M BACON

EFT No: XXXXXXXXXX

Employee ID: 10315

Pay Date: 07/31/09 Period Ending: 07/23/09

EARNINGS					DEDUCTIONS			YTD EARNINGS	
Description	Hours	Rate	Current Earnings	Y-T-D Amount	Description	Current Amount	Y-T-D Amount		
PD MGMT	667.09				FED TAX	1,132.61	16,943.33	PD MGMT	10,673.44
REG HRS	40.00	66.71	2,668.38		STATE TX	387.46	5,671.12	REG HRS	73,380.57
FAM SK	10.00	66.71	667.10		DCHMO	0.93	34.86	SICK USE	3,335.49
VAC USED	30.00	66.71	2,001.28		ICMA2	501.00	4,173.96	FAM SK	2,001.29
					RPAA DUE	3,981.85	1,022.42	VAC USED	6,003.86
					SURV BEN	14.88		HOL USED	667.10
					ADDL DD	8,016.00			
					DIR DPST	60,185.18			
<b>TOTAL EARNINGS:</b>					<b>TOTAL:</b>	<b>6,003.85</b>	<b>96,061.75</b>		
					<b>EMPLOYER PAID BENEFITS</b>				
					CAFE PT	7,735.00			
					VSP PT	119.00			
					ICMA-RC2	1,400.00			
					LIFE INS	391.30			
					AD&D	78.26			
					PERS EPR	2,667.26			
					PERS EMP	8,376.64			
					SPC PERS	1,072.96			
					<b>TOTAL:</b>	<b>21,840.42</b>			
					<b>Total YTD Earnings 96,061.75</b>				
					<b>NET PAY 0.00</b>				

**AVAILABLE LEAVE:**  
 Vac Leave 645.07  
 Sick Leave 1,474.80  
 Holiday 70.00

**MESSAGE:**

Facsimile

City of Riverside  
 3900 Main St.  
 Riverside, Ca. 92522  
 (951) 828-5621

Employee Name: TIMOTHY M BACON

EFT No: XXXXXXXXXX

Employee ID: 10315

Pay Date: 08/14/09 Period Ending: 08/06/09

EARNINGS					DEDUCTIONS		
Description	Hours	Rate	Current Earnings	Y-T-D Amount	Description	Current Amount	Y-T-D Amount
PD MGMT	667.09				FED TAX	1,048.44	17,991.77
REG HRS	70.00	66.71	4,669.67		STATE TX	358.75	6,029.87
SICK USE	10.00	66.71	667.10		DCHMO	2.49	37.35
					ICMA2	298.14	4,472.10
					RPAA DUE	73.03	1,095.45
					SURV BEN	0.93	15.81
					ADDL DD	501.00	8,517.00
					DIR DPST	3,721.08	63,906.26
<b>TOTAL EARNINGS:</b>					<b>TOTAL:</b>	<b>6,003.86</b>	<b>102,065.61</b>
					<b>EMPLOYER PAID BENEFITS</b>		
					CAFE PT	8,287.50	
					VSP PT	127.50	
					ICMA-RC2	1,600.00	
					LIFE INS	447.20	
					AD&D	89.44	
					PERS EPR	4,000.89	
					PERS EMP	8,900.18	
					SPC PERS	1,140.02	
					<b>TOTAL:</b>	<b>24,592.73</b>	

YTD EARNINGS

PD MGMT 11,340.53  
 REG HRS 78,050.24  
 SICK USE 4,002.59  
 FAM SK 2,001.29  
 VAC USED 6,003.86  
 HOL USED 667.10

Total YTD Earnings 102,065.61

NET PAY 0.00

AVAILABLE LEAVE:

Vac Leave 652.77  
 Sick Leave 1,468.50  
 Holiday 70.00

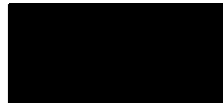
MESSAGE:

Facsimile

City of Riverside  
 3900 Main St.  
 Riverside, Ca. 92522  
 (951) 826-6621

Employee Name: TIMOTHY M BACON  
 Employee ID: 10315  
 Pay Date: 08/28/09 Period Ending: 08/20/09

EFT No:



EARNINGS					DEDUCTIONS		
Description	Hours	Rate	Current Earnings	Y-T-D Amount	Description	Current Amount	Y-T-D Amount
PD MGMT	667.09				FED TAX	1,048.44	19,040.21
REG HRS	40.00	66.71	2,668.38		STATE TX	358.75	6,388.62
SICK USE	30.00	66.71	2,001.29		DCHMO	2.49	39.84
VAC USED	10.00	66.71	667.09		ICMA2	298.14	4,770.24
					RPAA DUE	73.03	1,168.48
					SURV BEN	0.93	16.74
					ADDL DD	501.00	9,018.00
					DIR DPST	3,721.07	67,627.33
<b>TOTAL:</b>						6,003.85	108,069.46
<b>EMPLOYER PAID BENEFITS</b>							
CAFE PT						8,840.00	
VSP PT						136.00	
ICMA-RC2						1,600.00	
LIFE INS						447.20	
AD&D						89.44	
PERS EPR						5,334.52	
PERS EMP						9,423.72	
SPC PERS						1,207.08	
<b>TOTAL EARNINGS:</b>						6,003.85	
<b>TOTAL:</b>						27,077.96	

YTD EARNINGS

PD MGMT 12,007.62  
 REG HRS 80,718.62  
 SICK USE 6,003.88  
 FAM SK 2,001.29  
 VAC USED 6,670.95  
 HOL USED 667.10

Total YTD Earnings 108,069.46

NET PAY 0.00

**AVAILABLE LEAVE:**  
 Vac Leave 650.47  
 Sick Leave 1,442.20  
 Holiday 70.00

MESSAGE:

Facsimile

City of Riverside  
 3900 Main St  
 Riverside, Ca. 92522  
 (951) 828-5621

Employee Name: TIMOTHY M BACON

Employee ID: 10315

Pay Date: 09/11/09 Period Ending: 09/03/09

EFT No: XXXXXXXXXX

EARNINGS					DEDUCTIONS		
Description	Hours	Rate	Current Earnings	Y-T-D Amount	Description	Current Amount	Y-T-D Amount
PD MGMT	667.09				FED TAX	1,048.44	20,088.65
REG HRS	80.00	66.71	5,336.77		STATE TX	358.75	6,747.37
					DCHMO	2.49	42.33
					ICMA2	298.14	5,068.38
					RPAA DUE	73.03	1,241.51
					SURV BEN	0.93	17.67
					ADDL DD	501.00	9,519.00
					DIR DPST	3,721.08	71,348.41
<b>TOTAL EARNINGS:</b>					<b>TOTAL:</b>	<b>6,003.86</b>	<b>114,073.32</b>
					<b>EMPLOYER PAID BENEFITS</b>		
					CAFE PT	9,392.50	
					VSP PT	144.50	
					ICMA-RC2	1,800.00	
					LIFE INS	503.10	
					AD&D	100.62	
					PERS EPR	6,668.15	
					PERS EMP	9,947.26	
					SPC PERS	1,274.14	
					<b>TOTAL:</b>	<b>29,830.27</b>	

YTD EARNINGS

PD MGMT 12,674.71  
 REG HRS 86,055.39  
 SICK USE 6,003.88  
 FAM SK 2,001.29  
 VAC USED 6,670.95  
 HOL USED 667.10

Total YTD Earnings 114,073.32

NET PAY 0.00

AVAILABLE LEAVE:

Vac Leave 658.17  
 Sick Leave 1,445.90  
 Holiday 70.00

MESSAGE:

Facsimile



City of Riverside  
 3900 Main St.  
 Riverside, Ca. 92522  
 (951) 826-5621

Employee Name: TIMOTHY M BACON

Employee ID: 10315

Pay Date: 09/25/09 Period Ending: 09/17/09

EFT No: XXXXXXXXXX

EARNINGS				DEDUCTIONS			YTD EARNINGS		
Description	Hours	Rate	Current Earnings	Y-T-D Amount	Description	Current Amount		Y-T-D Amount	
PD MGMT	667.09				FED TAX	1,048.44	21,137.09	PD MGMT	13,341.80
REG HRS	80.00	66.71	5,336.77		STATE TX	358.75	7,106.12	REG HRS	91,392.16
					DCHMO	2.49	44.82	SICK USE	6,003.88
					ICMA2	298.14	5,366.52	FAM SK	2,001.29
					RPAA DUE	73.03	1,314.54	VAC USED	6,670.95
					SURV BEN	0.93	18.60	HOL USED	667.10
					ADDL DD	501.00	10,020.00		
					DIR DPST	3,721.08	75,069.49		
<b>TOTAL EARNINGS:</b>				6,003.86	<b>TOTAL:</b>			120,077.18	
					<b>EMPLOYER PAID BENEFITS</b>				
					CAFE PT			9,945.00	
					VSP PT			153.00	
					ICMA-RC2			1,800.00	
					LIFE INS			503.10	
					AD&D			100.62	
					PERS EPR			8,001.78	
					PERS EMP			10,470.80	
					SPC PERS			1,341.20	
					<b>TOTAL:</b>			32,315.50	
					<b>Total YTD Earnings</b>			120,077.18	

**NET PAY 0.00**

**AVAILABLE LEAVE:**  
 Vac Leave 665.87  
 Sick Leave 1,449.60  
 Holiday 80.00

**MESSAGE:**

Facsimile

City of Riverside  
3900 Main St.  
Riverside, Ca. 92522  
(951) 828-5621

Employee Name: TIMOTHY M BACON  
Employee ID: 10315  
Pay Date: 10/09/09 Period Ending: 10/01/09

EFT No: [REDACTED]

EARNINGS					DEDUCTIONS			YTD EARNINGS	
Description	Hours	Rate	Current Earnings	Y-T-D Amount	Description	Current Amount	Y-T-D Amount		
PD MGMT			667.09		FED TAX	1,048.44	22,185.53	PD MGMT	14,008.89
REG HRS	60.00	66.71	4,002.58		STATE TX	358.75	7,464.87	REG HRS	95,394.74
SICK USE	10.00	66.71	667.10		DCHMO	2.49	47.31	SICK USE	6,670.98
VAC USED	10.00	66.71	667.09		ICMA2	298.14	5,664.66	FAM SK	2,001.29
					RPAA DUE	73.03	1,387.57	VAC USED	7,338.04
					SURV BEN	0.93	19.53	HOL USED	667.10
					ADDL DD	501.00	10,521.00		
					DIR DPST	3,721.08	78,790.57		
					<b>TOTAL:</b>	<b>6,003.86</b>	<b>126,081.04</b>		
					<b>EMPLOYER PAID BENEFITS</b>				
					CAFE PT	10,497.50			
					VSP PT	161.50			
					ICMA-RC2	2,000.00			
					LIFE INS	559.00			
					AD&D	111.80			
					PERS EPR	9,335.41			
					PERS EMP	10,994.34			
					SPC PERS	1,408.26			
<b>TOTAL EARNINGS:</b>			<b>6,003.86</b>						
					<b>TOTAL:</b>	<b>35,067.81</b>		<b>Total YTD Earnings</b>	<b>126,081.04</b>
								<b>NET PAY</b>	<b>0.00</b>
<b>AVAILABLE LEAVE:</b>									
Vac Leave 663.57									
Sick Leave 1,443.30									
Holiday 80.00									
<b>MESSAGE:</b>									

# Facsimile

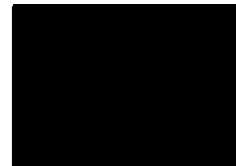
City of Riverside  
 3900 Main St.  
 Riverside, Ca. 92522  
 (951) 828-5621

Employee Name: TIMOTHY M BACON

Employee ID: 10315

Pay Date: 10/23/09 Period Ending: 10/15/09

EFT No:



EARNINGS					DEDUCTIONS		
Description	Hours	Rate	Current Earnings	Y-T-D Amount	Description	Current Amount	Y-T-D Amount
PD MGMT	667.09				FED TAX	1,048.44	23,233.97
REG HRS	70.00	66.71	4,669.67		STATE TX	358.75	7,823.62
VAC USED	10.00	66.71	667.10		DCHMO	2.49	49.80
					ICMA2	298.14	5,962.80
					RPAA DUE	73.03	1,460.60
					SURV BEN	0.93	20.46
					ADDL DD	501.00	11,022.00
					DIR DPST	3,721.08	82,511.65
<b>TOTAL EARNINGS:</b>					<b>TOTAL:</b>	<b>6,003.86</b>	<b>132,084.90</b>
					<b>EMPLOYER PAID BENEFITS</b>		
					CAFE PT	11,050.00	
					VSP PT	170.00	
					ICMA-RC2	2,000.00	
					LIFE INS	559.00	
					AD&D	111.80	
					PERS EPR	10,669.04	
					PERS EMP	11,517.88	
					SPC PERS	1,475.32	
					<b>TOTAL:</b>	<b>37,553.04</b>	

YTD EARNINGS

PD MGMT 14,675.98  
 REG HRS 100,064.41  
 SICK USE 6,670.98  
 FAM SK 2,001.29  
 VAC USED 8,005.14  
 HOL USED 667.10

Total YTD Earnings 132,084.90

NET PAY 0.00

**AVAILABLE LEAVE:**  
 Vac Leave 661.27  
 Sick Leave 1,447.00  
 Holiday 90.00

MESSAGE:

Facsimile

City of Riverside  
 3900 Main St.  
 Riverside, Ca. 92522  
 (951) 826-5621

Employee Name: TIMOTHY M BACON

EFT No: XXXXXXXXXX

Employee ID: 10315

Pay Date: 11/06/09 Period Ending: 10/29/09

EARNINGS				DEDUCTIONS			YTD EARNINGS
Description	Hours	Rate	Current Earnings Y-T-D Amount	Description	Current Amount Y-T-D Amount		
PD MGMT	667.09			FED TAX	1,048.44 24,282.41	PD MGMT	15,343.07
REG HRS	60.00	66.71	4,002.58	STATE TX	394.63 8,218.25	REG HRS	104,066.99
VAC USED	20.00	66.71	1,334.19	DCHMO	2.49 52.29	SICK USE	6,670.98
				ICMA2	298.14 6,260.94	FAM SK	2,001.29
				RPAA DUE	73.03 1,533.63	VAC USED	9,339.33
				SURV BEN	0.93 21.39	HOL USED	667.10
				ADDL DD	501.00 11,523.00		
				DIR DPST	3,685.20 86,196.85		
<b>TOTAL EARNINGS:</b>				<b>TOTAL:</b>			
6,003.86				6,003.86 138,088.76			
				<b>EMPLOYER PAID BENEFITS</b>			
				CAFE PT 11,602.50			
				VSP PT 178.50			
				ICMA-RC2 2,200.00			
				LIFE INS 614.90			
				AD&D 122.98			
				PERS EPR 12,002.67			
				PERS EMP 12,041.42			
				SPC PERS 1,542.38			
<b>TOTAL:</b>				<b>TOTAL:</b>			
40,305.35				40,305.35			
							<b>Total YTD Earnings</b> 138,088.76
							<b>NET PAY</b> 0.00

**AVAILABLE LEAVE:**  
 Vac Leave 648.97  
 Sick Leave 1,450.70  
 Holiday 90.00

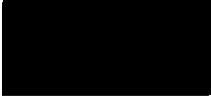
**MESSAGE:**

Facsimile

City of Riverside  
 3900 Main St.  
 Riverside, Ca. 92522  
 (951) 826-5621

Employee Name: TIMOTHY M BACON  
 Employee ID: 10315  
 Pay Date: 12/04/09 Period Ending: 11/26/09

EFT No:



YTD EARNINGS

EARNINGS					DEDUCTIONS		
Description	Hours	Rate	Current Earnings	Y-T-D Amount	Description	Current Amount	Y-T-D Amount
PD MGMT	667.09				FED TAX	1,033.96	31,993.43
REG HRS	80.00	66.71	5,336.77		STATE TX	389.20	10,488.03
					BCHMOPRE	33.24	33.24
					DCHMO	20.96	75.74
					ICMA2	298.14	6,857.22
					RPAA DUE	73.03	1,679.69
					SURV BEN	0.93	23.25
					ADDL DD	501.00	12,525.00
					DIR DPST	3,653.40	108,935.36
<b>TOTAL EARNINGS:</b>					<b>TOTAL:</b>	<b>6,003.86</b>	<b>172,610.96</b>
					<b>EMPLOYER PAID BENEFITS</b>		
					CAFE PT	12,707.50	
					VSP PT	195.50	
					ICMA-RC2	2,400.00	
					LIFE INS	670.80	
					AD&D	134.16	
					PERS EPR	16,332.41	
					PERS EMP	13,088.50	
					SPC PERS	2,412.72	
					<b>TOTAL:</b>	<b>47,941.59</b>	

PD MGMT 16,677.25  
 REG HRS 114,073.43  
 SICK USE 6,670.98  
 FAM SK 2,001.29  
 VAC USED 10,006.43  
 HOL USED 667.10  
 HOL PAYD 7,504.83  
 PD VC PD 15,009.65

Total YTD Earnings 172,610.96

NET PAY 0.00

AVAILABLE LEAVE:  
 Vac Leave 454.37  
 Sick Leave 1,458.10  
 Holiday 10.00

MESSAGE:

Facsimile

City of Riverside  
 3900 Main St.  
 Riverside, Ca. 92522  
 (951) 828-8621

Employee Name: TIMOTHY M BACON

EFT No: XXXXXXXXXX

Employee ID: 10315

Pay Date: 12/18/09 Period Ending: 12/10/09

YTD EARNINGS

EARNINGS					DEDUCTIONS		
Description	Hours	Rate	Current Earnings	Y-T-D Amount	Description	Current Amount	Y-T-D Amount
PD MGMT	667.09				FED TAX	1,033.96	33,027.39
REG HRS	60.00	66.71	4,002.58		STATE TX	389.20	10,877.23
SICK USE	20.00	66.71	1,334.19		BCHMOPRE	33.24	66.48
					DCHMO	20.96	96.70
					ICMA2	298.14	7,155.36
					RPAA DUE	73.03	1,752.72
					SURV BEN	0.93	24.18
					ADDL DD	501.00	13,026.00
					DIR DPST	3,653.40	112,588.76
<b>TOTAL EARNINGS:</b>					<b>TOTAL:</b>	<b>6,003.86</b>	<b>178,614.82</b>
					<b>EMPLOYER PAID BENEFITS</b>		
					CAFE PT	13,260.00	
					VSP PT	204.00	
					ICMA-RC2	2,400.00	
					LIFE INS	670.80	
					AD&D	134.16	
					PERS EPR	17,666.04	
					PERS EMP	13,612.04	
					SPC PERS	2,479.78	
					<b>TOTAL:</b>	<b>50,426.82</b>	

PD MGMT 17,344.34  
 REG HRS 118,076.01  
 SICK USE 8,005.17  
 FAM SK 2,001.29  
 VAC USED 10,006.43  
 HOL USED 667.10  
 HOL PAYD 7,504.83  
 PD VC PD 15,009.65

Total YTD Earnings 178,614.82

NET PAY 0.00

AVAILABLE LEAVE:  
 Vac Leave 462.07  
 Sick Leave 1,441.80  
 Holiday 20.00

MESSAGE:

Facsimile

City of Riverside  
 3900 Main St  
 Riverside, Ca. 92522  
 (951) 826-5621

Employee Name: TIMOTHY M BACON  
 Employee ID: 10315  
 Pay Date: 12/31/09 Period Ending: 12/24/09

EFT No: 

EARNINGS					DEDUCTIONS			YTD EARNINGS	
Description	Hours	Rate	Current Earnings	Y-T-D Amount	Description	Current Amount	Y-T-D Amount		
PD MGMT	667.09				FED TAX	1,132.62	34,160.01	PD MGMT	18,011.43
REG HRS	80.00	66.71	5,336.77		STATE TX	426.21	11,303.44	REG HRS	123,412.78
					BCHMOPRE	0.93	66.48	SICK USE	8,005.17
					DCHMO	501.00	96.70	FAM SK	2,001.29
					ICMA2	3,943.10	7,155.36	VAC USED	10,006.43
					RPAA DUE	1,752.72		HOL USED	667.10
					SURV BEN	25.11		HOL PAYD	7,504.83
					ADDL DD	13,527.00		PD VC PD	15,009.65
					DIR DPST	116,531.86			
<b>TOTAL EARNINGS:</b>					<b>TOTAL:</b>	<b>6,003.86</b>	<b>184,618.68</b>		
					<b>EMPLOYER PAID BENEFITS</b>				
					CAFE PT	13,260.00			
					VSP PT	204.00			
					ICMA-RC2	2,400.00			
					LIFE INS	670.80			
					AD&D	134.16			
					PERS EPR	18,999.67			
					PERS EMP	14,135.58			
					SPC PERS	2,546.84			
					<b>TOTAL:</b>	<b>52,351.05</b>		<b>Total YTD Earnings</b>	<b>184,618.68</b>
								<b>NET PAY</b>	<b>0.00</b>

**AVAILABLE LEAVE:**  
 Vac Leave 469.77  
 Sick Leave 1,445.50  
 Holiday 20.00

**MESSAGE:**

Facsimile

City of Riverside  
 3900 Main St.  
 Riverside, Ca. 92522  
 (951) 828-5621

Employee Name: TIMOTHY M BACON

Employee ID: 10315

Pay Date: 01/15/10 Period Ending: 01/07/10

EFT No: XXXXXXXXXX

EARNINGS					DEDUCTIONS			YTD EARNINGS
Description	Hours	Rate	Current Earnings	Y-T-D Amount	Description	Current Amount	Y-T-D Amount	
PD MGMT			667.09		FED TAX	1,013.48	1,013.48	PD MGMT 667.09
REG HRS	80.00	66.71	5,336.77		STATE TX	384.46	384.46	REG HRS 5,336.77
					BCHMOPRE	33.24	33.24	
					DCHMO	20.96	20.96	
					ICMA2	298.14	298.14	
					RPAA DUE	73.03	73.03	
					SURV BEN	0.93	0.93	
					ADDL DD	501.00	501.00	
					DIR DPST	3,678.62	3,678.62	
<b>TOTAL EARNINGS:</b>					<b>TOTAL:</b>	<b>6,003.86</b>	<b>6,003.86</b>	
					<b>EMPLOYER PAID BENEFITS</b>			
					CAFE PT	552.50		
					VSP PT	8.50		
					ICMA-RC2	200.00		
					LIFE INS	55.90		
					AD&D	11.18		
					PERS EPR	1,333.63		
					PERS EMP	523.54		
					SPC PERS	67.06		
					<b>TOTAL:</b>	<b>2,752.31</b>		
								<b>Total YTD Earnings 6,003.86</b>
								<b>NET PAY 0.00</b>

**AVAILABLE LEAVE:**  
 Vac Leave 477.47  
 Sick Leave 1,449.20  
 Holiday 40.00

**MESSAGE:**

Facsimile





City of Riverside  
 3900 Main St.  
 Riverside, Ca. 92522  
 (951) 826-5621

Employee Name: TIMOTHY M BACON

EFT No: XXXXXXXXXX

Employee ID: 10315

Pay Date: 02/12/10 Period Ending: 02/04/10

**YTD EARNINGS**

EARNINGS					DEDUCTIONS		
Description	Hours	Rate	Current Earnings	Y-T-D Amount	Description	Current Amount	Y-T-D Amount
PD MGMT			667.09		FED TAX	1,013.48	3,040.44
REG HRS	60.00	66.71	4,002.58		STATE TX	384.46	1,153.38
SICK USE	10.00	66.71	667.10		BCHMOPRE	33.24	99.72
VAC USED	10.00	66.71	667.09		DCHMO	20.96	62.88
					ICMA2	298.14	894.42
					RPAA DUE	73.03	219.09
					SURV BEN	0.93	2.79
					ADDL DD	501.00	1,503.00
					DIR DPST	3,678.62	11,035.86
<b>TOTAL EARNINGS:</b>					<b>TOTAL:</b>	<b>6,003.86</b>	<b>18,011.58</b>
					<b>EMPLOYER PAID BENEFITS</b>		
					CAFE PT	1,657.50	
					VSP PT	25.50	
					ICMA-RC2	400.00	
					LIFE INS	111.80	
					AD&D	22.36	
					PERS EPR	4,000.89	
					PERS EMP	1,570.62	
					SPC PERS	201.18	
<b>TOTAL:</b>					<b>TOTAL:</b>	<b>7,989.85</b>	

PD MGMT 2,001.27  
 REG HRS 14,676.12  
 SICK USE 667.10  
 VAC USED 667.09

Total YTD Earnings 18,011.58

**NET PAY 0.00**

**AVAILABLE LEAVE:**

Vac Leave 482.87  
 Sick Leave 1,446.60  
 Holiday 50.00

**MESSAGE:**

Facsimile

City of Riverside  
 3900 Main St.  
 Riverside, Ca. 92522  
 (951) 826-5621

Employee Name: TIMOTHY M BACON  
 Employee ID: 10315  
 Pay Date: 02/26/10 Period Ending: 02/18/10

EFT No:



YTD EARNINGS

EARNINGS					DEDUCTIONS		
Description	Hours	Rate	Current Earnings	Y-T-D Amount	Description	Current Amount	Y-T-D Amount
PD MGMT	667.09				FED TAX	1,013.48	4,053.92
REG HRS	60.00	66.71	4,002.58		STATE TX	384.46	1,537.84
SICK USE	20.00	66.71	1,334.19		BCHMOPRE	33.24	132.96
					DCHMO	20.96	83.84
					ICMA2	298.14	1,192.56
					RPAA DUE	73.03	292.12
					SURV BEN	0.93	3.72
					ADDL DD	501.00	2,004.00
					DIR DPST	3,678.62	14,714.48
<b>TOTAL EARNINGS:</b>					<b>TOTAL:</b>	<b>6,003.86</b>	<b>24,015.44</b>
					<b>EMPLOYER PAID BENEFITS</b>		
					CAFE PT	2,210.00	
					VSP PT	34.00	
					ICMA-RC2	400.00	
					LIFE INS	111.80	
					AD&D	22.36	
					PERS EPR	5,334.52	
					PERS EMP	2,094.16	
					SPC PERS	268.24	
					RE:		
					<b>TOTAL:</b>	<b>10,475.08</b>	

PD MGMT 2,668.36  
 REG HRS 18,678.70  
 SICK USE 2,001.29  
 VAC USED 667.09

Total YTD Earnings 24,015.44

NET PAY 0.00

AVAILABLE LEAVE:

Vac Leave 490.57  
 Sick Leave 1,430.30  
 Holiday 70.00

MESSAGE:

Facsimile

City of Riverside  
 3900 Main St.  
 Riverside, Ca. 92522  
 (951) 826-5621

Employee Name: TIMOTHY M BACON

EFT No: XXXXXXXXXX

Employee ID: 10315

Pay Date: 03/12/10 Period Ending: 03/04/10

YTD EARNINGS

EARNINGS				DEDUCTIONS		
Description	Hours	Rate	Current Earnings	Description	Current Amount	Y-T-D Amount
PD MGMT	667.09			FED TAX	1,013.48	5,067.40
REG HRS	80.00	66.71	5,336.77	STATE TX	384.46	1,922.30
				BCHMOPRE	33.24	166.20
				DCHMO	20.96	104.80
				ICMA2	298.14	1,490.70
				RPAA DUE	73.03	365.15
				SURV BEN	0.93	4.65
				ADDL DD	501.00	2,505.00
				DIR DPST	3,678.62	18,393.10
<b>TOTAL EARNINGS:</b>				<b>TOTAL:</b>	<b>6,003.86</b>	<b>30,019.30</b>
				<b>EMPLOYER PAID BENEFITS</b>		
				CAFE PT	2,762.50	
				VSP PT	42.50	
				ICMA-RC2	600.00	
				LIFE INS	167.70	
				AD&D	33.54	
				PERS EPR	6,668.15	
				PERS EMP	2,617.70	
				SPC PERS	335.30	
<b>TOTAL:</b>				<b>TOTAL:</b>	<b>13,227.39</b>	

PD MGMT 3,335.45  
 REG HRS 24,015.47  
 SICK USE 2,001.29  
 VAC USED 667.09

Total YTD Earnings 30,019.30

NET PAY 0.00

**AVAILABLE LEAVE:**  
 Vac Leave 498.27  
 Sick Leave 1,434.00  
 Holiday 70.00

MESSAGE:

Facsimile

City of Riverside  
 3900 Main St.  
 Riverside, Ca. 92522  
 (951) 826-5621

Employee Name: TIMOTHY M BACON  
 Employee ID: 10315  
 Pay Date: 03/26/10 Period Ending: 03/18/10

EFT No: XXXXXXXXXX

EARNINGS					DEDUCTIONS			YTD EARNINGS	
Description	Hours	Rate	Current Earnings	Y-T-D Amount	Description	Current Amount	Y-T-D Amount		
PD MGMT	667.09				FED TAX	1,013.48	6,080.88	PD MGMT	4,002.54
REG HRS	60.00	66.71	4,002.58		STATE TX	384.46	2,306.76	REG HRS	28,018.05
VAC USED	20.00	66.71	1,334.19		BCHMOPRE	33.24	199.44	SICK USE	2,001.29
					DCHMO	20.96	125.76	VAC USED	2,001.28
					ICMA2	298.14	1,788.84		
					RPAA DUE	73.03	438.18		
					SURV BEN	0.93	5.58		
					ADDL DD	501.00	3,006.00		
					DIR DPST	3,678.62	22,071.72		
					<b>TOTAL:</b>	<b>6,003.86</b>	<b>36,023.16</b>		
<b>TOTAL EARNINGS:</b>					<b>EMPLOYER PAID BENEFITS</b>				
			6,003.86		CAFE PT	3,315.00			
					VSP PT	51.00			
					ICMA-RC2	600.00			
					LIFE INS	167.70			
					AD&D	33.54			
					PERS EPR	8,001.78			
					PERS EMP	3,141.24			
					SPC PERS	402.36			
					<b>TOTAL:</b>	<b>15,712.62</b>			
					<b>Total YTD Earnings 36,023.16</b>				
					<b>NET PAY 0.00</b>				

**AVAILABLE LEAVE:**  
 Vac Leave 485.97  
 Sick Leave 1,437.70  
 Holiday 70.00

**MESSAGE:**

Facsimile

City of Riverside  
 3900 Main St.  
 Riverside, Ca. 92522  
 (951) 826-5621

Employee Name: TIMOTHY M BACON

EFT No: XXXXXXXXXX

Employee ID: 10315

Pay Date: 04/09/10 Period Ending: 04/01/10

YTD EARNINGS

EARNINGS				DEDUCTIONS		
Description	Hours	Rate	Current Earnings	Description	Current Amount	Y-T-D Amount
PD MGMT	667.09			FED TAX	1,013.48	7,094.36
REG HRS	60.00	66.71	4,002.58	STATE TX	384.46	2,691.22
SICK USE	20.00	66.71	1,334.19	BCHMOPRE	33.24	232.68
				DCHMO	20.96	146.72
				ICMA2	298.14	2,086.98
				RPAA DOE	73.03	511.21
				SURV BEN	0.93	6.51
				ADDL DD	501.00	3,507.00
				DIR DPST	3,678.62	25,750.34
<b>TOTAL EARNINGS:</b>				<b>TOTAL:</b>		
6,003.86				6,003.86 42,027.02		
<b>EMPLOYER PAID BENEFITS</b>						
CAFE PT 3,867.50						
VSP PT 59.50						
ICMA-RC2 800.00						
LIFE INS 223.60						
AD&D 44.72						
PERS EPR 9,335.41						
PERS EMP 3,664.78						
SPC PERS 469.42						
<b>TOTAL:</b>				<b>TOTAL:</b>		
18,464.93				18,464.93		

PD MGMT 4,669.63  
 REG HRS 32,020.63  
 SICK USE 3,335.48  
 VAC USED 2,001.28

Total YTD Earnings 42,027.02

NET PAY 0.00

**AVAILABLE LEAVE:**  
 Vac Leave 493.67  
 Sick Leave 1,421.40  
 Holiday 70.00

**MESSAGE:**

Facsimile

City of Riverside  
 3900 Main St.  
 Riverside, Ca. 92522  
 (951) 828-6621

Employee Name: TIMOTHY M BACON  
 Employee ID: 10315  
 Pay Date: 04/23/10 Period Ending: 04/15/10

EFT No: XXXXXXXXXX

EARNINGS				DEDUCTIONS			
Description	Hours	Rate	Current Earnings	Y-T-D Amount	Description	Current Amount	Y-T-D Amount
PD MGMT	667.09				FED TAX	1,013.48	8,107.84
REG HRS	30.00	66.71	2,001.29		STATE TX	384.46	3,075.68
AD LV ID	20.00	66.71	1,334.19		BCHMOPRE	33.24	265.92
SICK USE	20.00	66.71	1,334.19		DCHMO	20.96	167.68
VAC USED	10.00	66.71	667.10		ICMA2	298.14	2,385.12
					RPAA DUE	73.03	584.24
					SURV BEN	0.93	7.44
					ADDL DD	501.00	4,008.00
					DIR DPST	3,678.62	29,428.96
<b>TOTAL EARNINGS:</b>				6,003.86	<b>TOTAL:</b> 6,003.86 48,030.88		
				<b>EMPLOYER PAID BENEFITS</b>			
				CAFE PT 4,420.00			
				VSP PT 68.00			
				ICMA-RC2 800.00			
				LIFE INS 223.60			
				AD&D 44.72			
				PERS EPR 10,669.04			
				PERS EMP 4,188.32			
				SPC PERS 536.48			
				<b>TOTAL:</b> 20,950.16			

YTD EARNINGS

PD MGMT 5,336.72  
 REG HRS 34,021.92  
 AD LV ID 1,334.19  
 SICK USE 4,669.67  
 VAC USED 2,668.38

Total YTD Earnings 48,030.88

NET PAY 0.00

AVAILABLE LEAVE:  
 Vac Leave 491.37  
 Sick Leave 1,405.10  
 Holiday 70.00

MESSAGE:

Facsimile

City of Riverside  
 3900 Main St.  
 Riverside, Ca. 92522  
 (951) 828-6621

Employee Name: TIMOTHY M BACON

Employee ID: 10315

Pay Date: 05/07/10 Period Ending: 04/29/10

EFT No: XXXXXXXXXX

EARNINGS				DEDUCTIONS			YTD EARNINGS		
Description	Hours	Rate	Current Earnings	Y-T-D Amount	Description	Current Amount		Y-T-D Amount	
PD MGMT	667.09				FED TAX	1,013.48	9,121.32	PD MGMT	6,003.81
SAL REG	10.00	66.71	667.10		STATE TX	384.46	3,460.14	REG HRS	34,021.92
AD LV ID	80.00	66.71	5,336.77		BCHMOPRE	33.24	299.16	SAL REG	667.10
VAC USED-10.00	66.71	-667.10			DCHMO	20.96	188.64	AD LV ID	6,670.96
					ICMA2	298.14	2,683.26	SICK USE	4,669.67
					RPAA DUE	73.03	657.27	VAC USED	2,001.28
					SURV BEN	0.93	8.37		
					ADDL DD	501.00	4,509.00		
					DIR DPST	3,678.62	33,107.58		
<b>TOTAL EARNINGS:</b>				<b>6,003.86</b>	<b>TOTAL:</b>		<b>54,034.74</b>		
<b>EMPLOYER PAID BENEFITS</b>									
					CAFE PT		4,972.50		
					VSP PT		76.50		
					ICMA-RC2		1,000.00		
					LIFE INS		279.50		
					AD&D		55.90		
					PERS EPR		12,002.67		
					PERS EMP		4,711.86		
					SPC PERS		603.54		
<b>TOTAL:</b>				<b>23,702.47</b>				<b>Total YTD Earnings 54,034.74</b>	

**NET PAY 0.00**

**AVAILABLE LEAVE:**  
 Vac Leave 509.07  
 Sick Leave 1,408.80  
 Holiday 70.00

**MESSAGE:**

Facsimile



City of Riverside  
 3900 Main St.  
 Riverside, Ca. 92522  
 (951) 828-5821

Employee Name: TIMOTHY M BACON  
 Employee ID: 10315  
 Pay Date: 05/21/10 Period Ending: 05/13/10

EFT No: XXXXXXXXXX

EARNINGS					DEDUCTIONS			YTD EARNINGS
Description	Hours	Rate	Current Earnings	Y-T-D Amount	Description	Current Amount	Y-T-D Amount	
PD MGMT	667.09				FED TAX	1,013.48	10,134.80	PD MGMT 6,670.90
AD LV ID	80.00	66.71	5,336.77		STATE TX	384.46	3,844.60	REG HRS 34,021.92
					BCHMOPRE	33.24	332.40	SAL REG 667.10
					DCHMO	20.96	209.60	AD LV ID 12,007.73
					ICMA2	298.14	2,981.40	SICK USE 4,669.67
					RPAA DUE	73.03	730.30	VAC USED 2,001.28
					SURV BEN	0.93	9.30	
					ADDL DD	501.00	5,010.00	
					DIR DPST	3,678.62	36,786.20	
<b>TOTAL EARNINGS:</b>					<b>TOTAL:</b>	<b>6,003.86</b>	<b>60,038.60</b>	
					<b>EMPLOYER PAID BENEFITS</b>			
					CAFE PT	5,525.00		
					VSP PT	85.00		
					ICMA-RC2	1,000.00		
					LIFE INS	279.50		
					AD&D	55.90		
					PERS EPR	13,336.30		
					PERS EMP	5,235.40		
					SPC PERS	670.60		
					<b>TOTAL:</b>	<b>26,187.70</b>		
								<b>Total YTD Earnings 60,038.60</b>
								<b>NET PAY 0.00</b>

<b>AVAILABLE LEAVE:</b>
Vac Leave 516.77
Sick Leave 1,412.50
Holiday 70.00

**MESSAGE:**

Facsimile

City of Riverside  
 3900 Main St.  
 Riverside, Ca. 92522  
 (951) 828-5621

Employee Name: TIMOTHY M BACON  
 Employee ID: 10315  
 Pay Date: 06/04/10 Period Ending: 05/27/10

EFT No: XXXXXXXXXX

EARNINGS					DEDUCTIONS		
Description	Hours	Rate	Current Earnings	Y-T-D Amount	Description	Current Amount	Y-T-D Amount
PD MGMT	667.09				FED TAX	1,013.48	11,148.28
AD LV ID	80.00	66.71	5,336.77		STATE TX	384.46	4,229.06
					BCHMOPRE	33.24	365.64
					DCHMO	20.96	230.56
					ICMA2	298.14	3,279.54
					RPAA DUE	73.03	803.33
					SURV BEN	0.93	10.23
					ADDL DD	501.00	5,511.00
					DIR DPST	3,678.62	40,464.82
<b>TOTAL EARNINGS:</b>					<b>TOTAL:</b>	<b>6,003.86</b>	<b>66,042.46</b>
					<b>EMPLOYER PAID BENEFITS</b>		
					CAFE PT	6,077.50	
					VSP PT	93.50	
					ICMA-RC2	1,200.00	
					LIFE INS	335.40	
					AD&D	67.08	
					PERS EPR	14,669.93	
					PERS EMP	5,758.94	
					SPC PERS	737.66	
					<b>TOTAL:</b>	<b>28,940.01</b>	

**YTD EARNINGS**

PD MGMT 7,337.99  
 REG HRS 34,021.92  
 SAL REG 667.10  
 AD LV ID 17,344.50  
 SICK USE 4,669.67  
 VAC USED 2,001.28

Total YTD Earnings 66,042.46

**NET PAY 0.00**

**AVAILABLE LEAVE:**

Vac Leave 524.47  
 Sick Leave 1,416.20  
 Holiday 70.00

**MESSAGE:**

**Facsimile**

City of Riverside  
 3800 Main St.  
 Riverside, Ca. 92522  
 (951) 828-5621

Employee Name: TIMOTHY M BACON

EFT No: XXXXXXXXXX

Employee ID: 10315

Pay Date: 06/18/10 Period Ending: 06/10/10

EARNINGS					DEDUCTIONS			YTD EARNINGS	
Description	Hours	Rate	Current Earnings	Y-T-D Amount	Description	Current Amount	Y-T-D Amount		
PD MGMT	772.15				FED TAX	1,276.67	79,417.74	PD MGMT	8,110.14
AD LV ID	80.00	77.22	6,177.23		STATE TX	483.78	22,398.94	REG HRS	34,021.92
					BCHMOPRE	33.24	398.88	SAL REG	667.10
					DCHMO	20.96	251.52	AD LV ID	23,521.73
					ICMA2	298.14	3,577.68	SICK USE	4,669.67
					RPAA DUE	73.03	876.36	VAC USED	2,001.28
					SURV BEN	0.93	11.16	SETTLMNT	267,971.15
					ADDL DD	501.00	6,012.00		
					DIR DPST	4,261.63	44,726.45		
<b>TOTAL EARNINGS:</b>					<b>TOTAL:</b>	<b>6,949.38</b>	<b>157,670.73</b>		
					<b>EMPLOYER PAID BENEFITS</b>				
					CAFE PT	6,630.00			
					VSP PT	102.00			
					ICMA-RC2	1,200.00			
					LIFE INS	335.40			
					AD&D	67.08			
					PERS EPR	16,213.01			
					PERS EMP	6,364.93			
					SPC PERS	815.03			
					<b>TOTAL:</b>	<b>31,727.45</b>			
					<b>Total YTD Earnings 340,962.99</b>				
					<b>NET PAY 0.00</b>				

**AVAILABLE LEAVE:**  
 Vac Leave 532.17  
 Sick Leave 1,419.90  
 Holiday 80.00

**MESSAGE:**

Facsimile

City of Riverside  
 3900 Main St.  
 Riverside, Ca. 92522  
 (951) 826-5621

Employee Name: TIMOTHY M BACON

EFT No: XXXXXXXXXX

Employee ID: 10315

Pay Date: 07/02/10 Period Ending: 06/24/10

EARNINGS					DEDUCTIONS			YTD EARNINGS
Description	Hours	Rate	Current Earnings	Y-T-D Amount	Description	Current Amount	Y-T-D Amount	
PD MGMT	772.15				FED TAX	1,276.67	80,694.41	PD MGMT 8,882.29
AD LV ID	80.00	77.22	6,177.23		STATE TX	483.78	22,882.72	REG HRS 34,021.92
					BCHMOPRE	33.24	432.12	SAL REG 667.10
					DCHMO	20.96	272.48	AD LV ID 29,698.96
					ICMA2	298.14	3,875.82	SICK USE 4,669.67
					RPAA DUE	73.03	949.39	VAC USED 2,001.28
					SURV BEN	0.93	12.09	SETTLMNT 267,971.15
					ADDL DD	501.00	6,513.00	
					DIR DPST	4,261.63	48,988.08	
<b>TOTAL EARNINGS:</b>					<b>TOTAL:</b>	6,949.38	164,620.11	
					<b>EMPLOYER PAID BENEFITS</b>			
					CAFE PT	7,182.50		
					VSP PT	110.50		
					ICMA-RC2	1,400.00		
					LIFE INS	391.30		
					AD&D	78.26		
					PERS EPR	17,756.09		
					PERS EMP	6,970.92		
					SPC PERS	892.40		
<b>TOTAL:</b>					<b>TOTAL:</b>	34,781.97		<b>Total YTD Earnings 347,912.37</b>

**NET PAY 0.00**

**AVAILABLE LEAVE:**  
 Vac Leave 539.87  
 Sick Leave 1,423.60  
 Holiday 80.00

**MESSAGE:**

Facsimile

City of Riverside  
 3900 Main St.  
 Riverside, Ca. 92522  
 (951) 826-5821

Employee Name: TIMOTHY M BACON

EFT No: XXXXXXXXXX

Employee ID: 10315

Pay Date: 07/16/10 Period Ending: 07/08/10

EARNINGS					DEDUCTIONS			YTD EARNINGS	
Plan	Hours	Rate	Current Earnings	Y-T-D Amount	Description	Current Amount	Y-T-D Amount		
PD MGMT	772.15				FED TAX	1,276.67	81,971.08	PD MGMT	9,654.44
AD LV ID	80.00	77.22	6,177.23		STATE TX	483.78	23,366.50	REG HRS	34,021.92
					BCHMOPRE	33.24	465.36	SAL REG	667.10
					DCHMO	20.96	293.44	AD LV ID	35,876.19
					ICMA2	298.14	4,173.96	SICK USE	4,669.67
					RPAA DUE	73.03	1,022.42	VAC USED	2,001.28
					SURV BEN	0.93	13.02	SETTLMNT	267,971.15
					ADDL DD	501.00	7,014.00		
					DIR DPST	4,261.63	53,249.71		
<b>TOTAL EARNINGS:</b>					<b>TOTAL:</b>	6,949.38	171,569.49		
					<b>EMPLOYER PAID BENEFITS</b>				
					CAFE PT	7,735.00			
					VSP PT	119.00			
					ICMA-RC2	1,400.00			
					LIFE INS	391.30			
					AD&D	78.26			
					PERS EPR	19,332.05			
					PERS EMP	7,576.91			
					SPC PERS	969.77			
					<b>TOTAL:</b>	37,602.29			
								<b>Total YTD Earnings 354,861.75</b>	
								<b>NET PAY 0.00</b>	

**AVAILABLE LEAVE:**  
 Vac Leave 547.57  
 Sick Leave 1,427.30  
 Holiday 90.00

**MESSAGE:**

Facsimile

City of Riverside  
 3800 Main St.  
 Riverside, Ca. 92522  
 (951) 826-5621

Employee Name: TIMOTHY M BACON

EFT No: XXXXXXXXXX

Employee ID: 10315

Pay Date: 07/30/10 Period Ending: 07/22/10

EARNINGS					DEDUCTIONS			YTD EARNINGS	
Code	Hours	Rate	Current Earnings	Y-T-D Amount	Description	Current Amount	Y-T-D Amount		
PD MGMT	772.15				FED TAX	753.57	82,724.65	PD MGMT	10,426.59
AD LV ID	50.00	77.22	3,860.77		STATE TX	277.45	23,643.95	REG HRS	34,021.92
					BCHMOPRE	0.93	465.36	SAL REG	667.10
					DCHMO	501.00	293.44	AD LV ID	39,736.96
					ICMA2	3,099.97	4,173.96	SICK USE	4,669.67
					RPAA DUE	1,022.42		VAC USED	2,001.28
					SURV BEN	13.95		SETTLMNT	267,971.15
					ADDL DD	7,515.00			
					DIR DPST	56,349.68			
<b>TOTAL EARNINGS:</b>					<b>TOTAL:</b>	<b>4,632.92</b>	<b>176,202.41</b>		
					<b>EMPLOYER PAID BENEFITS</b>				
					CAFE PT	7,735.00			
					VSP PT	119.00			
					ICMA-RC2	1,400.00			
					LIFE INS	391.30			
					AD&D	78.26			
					PERS EPR	20,383.94			
					PERS EMP	7,955.65			
					SPC PERS	1,047.14			
					<b>TOTAL:</b>	<b>39,110.29</b>			
								<b>Total YTD Earnings</b>	<b>359,494.67</b>
								<b>NET PAY</b>	<b>0.00</b>

**AVAILABLE LEAVE:**  
 Vac Leave 555.27  
 Sick Leave 1,431.00  
 Holiday 90.00

**MESSAGE:**

Facsimile

City of Riverside  
 3900 Main St.  
 Riverside, Ca. 92522  
 (951) 826-5621

Employee Name: DARRYL L HURT  
 Employee ID: 11851  
 Pay Date: 12/31/09 Period Ending: 12/24/09

EFT No: XXXXXXXXXX

EARNINGS					DEDUCTIONS			YTD EARNINGS	
Description	Hours	Rate	Current Earnings	Y-T-D Amount	Description	Current Amount	Y-T-D Amount		
PD MGMT	667.09				FED TAX	1,132.62	32,190.51	PD MGMT	18,011.43
REG HRS	70.00	66.71	4,669.67		STATE TX	524.12	13,103.30	REG HRS	129,016.38
VAC USED	10.00	66.71	667.10		KSR PREF	0.93	30.20	SICK USE	4,402.84
					DELTA	4,346.19	989.32	VAC USED	10,673.55
					GRTWEST2	12,000.00		HOL PAYD	9,005.79
					RPAA DUE	1,752.72		PD VC PD	12,007.72
					VISTERRA	62,436.00			
					SURV BEN	25.11			
					DIR DPST	60,590.55			
<b>TOTAL EARNINGS:</b>					<b>TOTAL:</b>	6,003.86	183,117.71		
					<b>EMPLOYER PAID BENEFITS</b>				
					CAFE PT	13,260.00			
					VSP PT	204.00			
					GRTWEST2	2,400.00			
					LIFE INS	670.80			
					AD&D	134.16			
					PERS EPR	19,332.16			
					PERS EMP	14,135.58			
					SPC PERS	2,694.09			
					<b>TOTAL:</b>	52,830.79			
								<b>Total YTD Earnings</b>	183,117.71
								<b>NET PAY</b>	0.00

**AVAILABLE LEAVE:**  
 Vac Leave 259.30  
 Sick Leave 2,197.00  
 Holiday 20.00

**MESSAGE:**

Facsimile



City of Riverside  
 3900 Main St.  
 Riverside, Ca. 92522  
 (951) 826-5621

Employee Name: DARRYL L HURT  
 Employee ID: 11851  
 Pay Date: 01/15/10 Period Ending: 01/07/10

EFT No: XXXXXXXXXX

EARNINGS					DEDUCTIONS			YTD EARNINGS
Description	Hours	Rate	Current Earnings	Y-T-D Amount	Description	Current Amount	Y-T-D Amount	
PD MGMT			667.09		FED TAX	952.57	952.57	PD MGMT 667.09
REG HRS	50.00	66.71	3,335.48		STATE TX	459.04	459.04	REG HRS 3,335.48
SICK USE	20.00	66.71	1,334.19		KSR PREF	15.10	15.10	SICK USE 1,334.19
VAC USED	10.00	66.71	667.10		DELTA	80.85	80.85	VAC USED 667.10
					GRTWEST2	500.00	500.00	
					RPAA DUE	73.03	73.03	
					VISTERRA	2,601.50	2,601.50	
					SURV BEN	0.93	0.93	
					DIR DPST	1,320.84	1,320.84	
<b>TOTAL EARNINGS:</b>					<b>TOTAL:</b>	<b>6,003.86</b>	<b>6,003.86</b>	
					<b>EMPLOYER PAID BENEFITS</b>			
					CAFE PT	552.50		
					VSP PT	8.50		
					GRTWEST2	200.00		
					LIFE INS	55.90		
					AD&D	11.18		
					PERS EPR	1,333.63		
					PERS EMP	523.54		
					SPC PERS	67.06		
					<b>TOTAL:</b>	<b>2,752.31</b>		
					<b>Total YTD Earnings 6,003.86</b>			
					<b>NET PAY 0.00</b>			

**AVAILABLE LEAVE:**  
 Vac Leave 257.00  
 Sick Leave 2,180.70  
 Holiday 40.00

**MESSAGE:**

Facsimile



City of Riverside  
 3900 Main St.  
 Riverside, Ca. 92522  
 (951) 826-5821

Employee Name: DARRYL L HURT  
 Employee ID: 11851  
 Pay Date: 01/29/10 Period Ending: 01/21/10

EFT No: XXXXXXXXXX

EARNINGS					DEDUCTIONS			YTD EARNINGS
Item	Hours	Rate	Current Earnings	Y-T-D Amount	Description	Current Amount	Y-T-D Amount	
PD MGMT			667.09		FED TAX	952.57	1,905.14	PD MGMT 1,334.18
REG HRS	50.00	66.71	3,335.48		STATE TX	459.04	918.08	REG HRS 6,670.96
VAC USED	20.00	66.71	1,334.19		KSR PREF	15.10	30.20	SICK USE 1,334.19
HOL USED	10.00	66.71	667.10		DELTA	80.85	161.70	VAC USED 2,001.29
					GRTWEST2	500.00	1,000.00	HOL USED 667.10
					RPAA DUE	73.03	146.06	
					VISTERRA	2,601.50	5,203.00	
					SURV BEN	0.93	1.86	
					DIR DPST	1,320.84	2,641.68	
<b>TOTAL EARNINGS:</b>					<b>TOTAL:</b>	<b>6,003.86</b>	<b>12,007.72</b>	
					<b>EMPLOYER PAID BENEFITS</b>			
					CAFE PT	1,105.00		
					VSP PT	17.00		
					GRTWEST2	200.00		
					LIFE INS	55.90		
					AD&D	11.18		
					PERS EPR	2,667.26		
					PERS EMP	1,047.08		
					SPC PERS	134.12		
					<b>TOTAL:</b>	<b>5,237.54</b>		
					<b>Total YTD Earnings</b>			<b>12,007.72</b>
					<b>NET PAY</b>			<b>0.00</b>
<b>AVAILABLE LEAVE:</b>								
Vac Leave 244.70								
Sick Leave 2,184.40								
Holiday 40.00								
<b>MESSAGE:</b>								

Facsimile

City of Riverside  
 3900 Main St.  
 Riverside, Ca. 92522  
 (951) 826-5821

Employee Name: DARRYL L HURT  
 Employee ID: 11851  
 Pay Date: 02/12/10 Period Ending: 02/04/10

EFT No: XXXXXXXXXX

EARNINGS					DEDUCTIONS		
Description	Hours	Rate	Current Earnings	Y-T-D Amount	Description	Current Amount	Y-T-D Amount
PD MGMT	667.09				FED TAX	952.57	2,857.71
REG HRS	70.00	66.71	4,669.67		STATE TX	459.04	1,377.12
VAC USED	10.00	66.71	667.10		KSR PREF	15.10	45.30
					DELTA	80.85	242.55
					GRTWEST2	500.00	1,500.00
					RPAA DUE	73.03	219.09
					VISTERRA	2,601.50	7,804.50
					SURV BEN	0.93	2.79
					DIR DPST	1,320.84	3,962.52
<b>TOTAL:</b>						6,003.86	18,011.58
<b>EMPLOYER PAID BENEFITS</b>							
					CAFÉ PT	1,657.50	
					VSP PT	25.50	
					GRTWEST2	400.00	
					LIFE INS	111.80	
					AD&D	22.36	
					PERS EPR	4,000.89	
					PERS EMP	1,570.62	
					SPC PERS	201.18	
<b>TOTAL EARNINGS:</b>						6,003.86	
<b>TOTAL:</b>						7,989.85	

YTD EARNINGS

PD MGMT 2,001.27  
 REG HRS 11,340.63  
 SICK USE 1,334.19  
 VAC USED 2,668.39  
 HOL USED 667.10

Total YTD Earnings 18,011.58

**NET PAY 0.00**

**AVAILABLE LEAVE:**  
 Vac Leave 242.40  
 Sick Leave 2,188.10  
 Holiday 40.00

**MESSAGE:**

Facsimile

City of Riverside  
 3900 Main St.  
 Riverside, Ca. 92522  
 (951) 828-5821

Employee Name: DARRYL L HURT  
 Employee ID: 11851  
 Pay Date: 02/26/10 Period Ending: 02/18/10

EFT No: XXXXXXXXXX

EARNINGS					DEDUCTIONS			YTD EARNINGS
Code	Hours	Rate	Current Earnings	Y-T-D Amount	Description	Current Amount	Y-T-D Amount	
PD MGMT	667.09				FED TAX	952.57 3,810.28		PD MGMT 2,668.36
REG HRS	70.00	66.71	4,669.67		STATE TX	459.04 1,836.16		REG HRS 16,010.30
VAC USED	10.00	66.71	667.10		KSR PREF	15.10 60.40		SICK USE 1,334.19
					DELTA	80.85 323.40		VAC USED 3,335.49
					GRTWEST2	500.00 2,000.00		HOL USED 667.10
					RPA A DUE	73.03 292.12		
					VISTERRA	2,601.50 10,406.00		
					SURV BEN	0.93 3.72		
					DIR DPST	1,320.84 5,283.36		
<b>TOTAL EARNINGS:</b>					<b>TOTAL:</b>	<b>6,003.86</b>	<b>24,015.44</b>	
					<b>EMPLOYER PAID BENEFITS</b>			
					CAFE PT	2,210.00		
					VSP PT	34.00		
					GRTWEST2	400.00		
					LIFE INS	111.80		
					AD&D	22.36		
					PERS EPR	5,334.52		
					PERS EMP	2,094.16		
					SPC PERS	268.24		
<b>TOTAL:</b>					<b>TOTAL:</b>	<b>10,475.08</b>		<b>Total YTD Earnings 24,015.44</b>

**NET PAY 0.00**

**AVAILABLE LEAVE:**  
 Vac Leave 240.10  
 Sick Leave 2,191.80  
 Holiday 60.00

**MESSAGE:**

Facsimile

City of Riverside  
 3900 Main St.  
 Riverside, Ca. 92522  
 (951) 826-5821

Employee Name: DARRYL L HURT  
 Employee ID: 11851  
 Pay Date: 03/12/10 Period Ending: 03/04/10

EFT No: XXXXXXXXXX

EARNINGS					DEDUCTIONS			YTD EARNINGS
Plan	Hours	Rate	Current Earnings	Y-T-D Amount	Description	Current Amount	Y-T-D Amount	
PD MGMT			667.09		FED TAX	952.57	4,762.85	PD MGMT 3,335.45
REG HRS	80.00	66.71	5,336.77		STATE TX	459.04	2,295.20	REG HRS 21,347.07
					KSR PREF	15.10	75.50	SICK USE 1,334.19
					DELTA	80.85	404.25	VAC USED 3,335.49
					GRTWEST2	500.00	2,500.00	HOL USED 667.10
					RPAA DUE	73.03	365.15	
					VISTERRA	2,601.50	13,007.50	
					SURV BEN	0.93	4.65	
					DIR DPST	1,320.84	6,604.20	
<b>TOTAL EARNINGS:</b>					<b>TOTAL:</b>	<b>6,003.86</b>	<b>30,019.30</b>	<b>Total YTD Earnings 30,019.30</b>
					<b>EMPLOYER PAID BENEFITS</b>			
					CAFE PT	2,762.50		
					VSP PT	42.50		
					GRTWEST2	600.00		
					LIFE INS	167.70		
					AD&D	33.54		
					PERS EPR	6,668.15		
					PERS EMP	2,617.70		
					SPC PERS	335.30		
<b>TOTAL:</b>					<b>TOTAL:</b>	<b>13,227.39</b>		
					<b>NET PAY</b>			<b>0.00</b>

**AVAILABLE LEAVE:**  
 Vac Leave 247.80  
 Sick Leave 2,195.50  
 Holiday 60.00

**MESSAGE:**

Facsimile

City of Riverside  
 3900 Main St.  
 Riverside, Ca. 92522  
 (951) 826-5821

Employee Name: DARRYL L HURT  
 Employee ID: 11851  
 Pay Date: 03/26/10 Period Ending: 03/18/10

EFT No: XXXXXXXXXX

EARNINGS				DEDUCTIONS			YTD EARNINGS			
Description	Hours	Rate	Current Earnings	Y-T-D Amount	Description	Current Amount		Y-T-D Amount		
PD MGMT	667.09				FED TAX	952.57	5,715.42	PD MGMT	4,002.54	
REG HRS	80.00	66.71	5,336.77		STATE TX	459.04	2,754.24	REG HRS	26,683.84	
					KSR PREF	15.10	90.60	SICK USE	1,334.19	
					DELTA	80.85	485.10	VAC USED	3,335.49	
					GRTWEST2	500.00	3,000.00	HOL USED	667.10	
					RPAA DUE	73.03	438.18			
					VISTERRA	2,601.50	15,609.00			
					SURV BEN	0.93	5.58			
					DIR DPST	1,320.84	7,925.04			
<b>TOTAL EARNINGS:</b>				<b>6,003.86</b>	<b>TOTAL:</b>		<b>36,023.16</b>			
				<b>EMPLOYER PAID BENEFITS</b>						
				CAFE PT	3,315.00					
				VSP PT	51.00					
				GRTWEST2	600.00					
				LIFE INS	167.70					
				AD&D	33.54					
				PERS EPR	8,001.78					
				PERS EMP	3,141.24					
				SPC PERS	402.36					
<b>TOTAL:</b>				<b>15,712.62</b>					<b>Total YTD Earnings</b>	<b>36,023.16</b>

**NET PAY 0.00**

**AVAILABLE LEAVE:**  
 Vac Leave 255.50  
 Sick Leave 2,199.20  
 Holiday 60.00

**MESSAGE:**

Facsimile

City of Riverside  
 3900 Main St.  
 Riverside, Ca. 92522  
 (951) 826-5621

Employee Name: DARRYL L HURT  
 Employee ID: 11851  
 Pay Date: 04/09/10 Period Ending: 04/01/10

EFT No: XXXXXXXXXX

EARNINGS					DEDUCTIONS			YTD EARNINGS
Code	Hours	Rate	Current Earnings	Y-T-D Amount	Description	Current Amount	Y-T-D Amount	
PD MGMT	667.09				FED TAX	952.57	6,667.99	PD MGMT 4,669.63
REG HRS	40.00	66.71	2,668.38		STATE TX	459.04	3,213.28	REG HRS 29,352.22
VAC USED	40.00	66.71	2,668.38		KSR PREF	15.10	105.70	SICK USE 1,334.19
					DELTA	80.85	565.95	VAC USED 6,003.87
					GRTWEST2	500.00	3,500.00	HOL USED 667.10
					RPAA DUE	73.03	511.21	
					VISTERRA	2,601.50	18,210.50	
					SURV BEN	0.93	6.51	
					DIR DPST	1,320.83	9,245.87	
<b>TOTAL EARNINGS:</b>					<b>TOTAL:</b>	<b>6,003.85</b>	<b>42,027.01</b>	
					<b>EMPLOYER PAID BENEFITS</b>			
					CAFE PT	3,867.50		
					VSP PT	59.50		
					GRTWEST2	800.00		
					LIFE INS	223.60		
					AD&D	44.72		
					PERS EPR	9,335.41		
					PERS EMP	3,664.78		
					SPC PERS	469.42		
<b>TOTAL EARNINGS:</b>					<b>TOTAL:</b>	<b>18,464.93</b>		<b>Total YTD Earnings 42,027.01</b>

**NET PAY 0.00**

**AVAILABLE LEAVE:**  
 Vac Leave 223.20  
 Sick Leave 2,202.90  
 Holiday 60.00

**MESSAGE:**

Facsimile

City of Riverside  
 3900 Main St.  
 Riverside, Ca. 92522  
 (951) 826-5621

Employee Name: DARRYL L HURT  
 Employee ID: 11851  
 Pay Date: 04/23/10 Period Ending: 04/15/10

EFT No: XXXXXXXXXX

EARNINGS					DEDUCTIONS			YTD EARNINGS
Position	Hours	Rate	Current Earnings	Y-T-D Amount	Description	Current Amount	Y-T-D Amount	
PD MGMT			667.09		FED TAX	952.57	7,620.56	PD MGMT 5,336.72
REG HRS	20.00	66.71	1,334.19		STATE TX	459.04	3,672.32	REG HRS 30,686.41
AD LV ID	20.00	66.71	1,334.19		KSR PREF	15.10	120.80	AD LV ID 1,334.19
SICK USE	30.00	66.71	2,001.29		DELTA	80.85	646.80	SICK USE 3,335.48
VAC USED	10.00	66.71	667.10		GRTWEST2	500.00	4,000.00	VAC USED 6,670.97
					RPAA DUE	73.03	584.24	HOL USED 667.10
					VISTERRA	2,601.50	20,812.00	
					SURV BEN	0.93	7.44	
					DIR DPST	1,320.84	10,566.71	
<b>TOTAL EARNINGS:</b>					<b>TOTAL:</b>	<b>6,003.86</b>	<b>48,030.87</b>	
					<b>EMPLOYER PAID BENEFITS</b>			
					CAFE PT	4,420.00		
					VSP PT	68.00		
					GRTWEST2	800.00		
					LIFE INS	223.60		
					AD&D	44.72		
					PERS EPR	10,669.04		
					PERS EMP	4,188.32		
					SPC PERS	536.48		
					<b>TOTAL:</b>	<b>20,950.16</b>		
					<b>Total YTD Earnings 48,030.87</b>			
					<b>NET PAY 0.00</b>			

**AVAILABLE LEAVE:**  
 Vac Leave 220.90  
 Sick Leave 2,176.60  
 Holiday 60.00

**MESSAGE:**

Facsimile

City of Riverside  
 3900 Main St.  
 Riverside, Ca. 92522  
 (951) 826-5821

Employee Name: DARRYL L HURT  
 Employee ID: 11851  
 Pay Date: 05/07/10 Period Ending: 04/29/10

EFT No: XXXXXXXXXX

YTD EARNINGS

EARNINGS					DEDUCTIONS		
Description	Hours	Rate	Current Earnings	Y-T-D Amount	Description	Current Amount	Y-T-D Amount
PD MGMT		667.09			FED TAX	952.57	8,573.13
AD LV ID	80.00	66.71	5,336.77		STATE TX	459.04	4,131.36
					KSR PREF	15.10	135.90
					DELTA	80.85	727.65
					GRTWEST2	500.00	4,500.00
					RPAA DUE	73.03	657.27
					VISTERRA	2,601.50	23,413.50
					SURV BEN	0.93	8.37
					DIR DPST	1,320.84	11,887.55
<b>TOTAL EARNINGS:</b>					<b>TOTAL:</b>	<b>6,003.86</b>	<b>54,034.73</b>
					<b>EMPLOYER PAID BENEFITS</b>		
					CAFE PT	4,972.50	
					VSP PT	76.50	
					GRTWEST2	1,000.00	
					LIFE INS	279.50	
					AD&D	55.90	
					PERS EPR	12,002.67	
					PERS EMP	4,711.86	
					SPC PERS	603.54	
<b>TOTAL:</b>					<b>TOTAL:</b>	<b>23,702.47</b>	

PD MGMT 6,003.81  
 REG HRS 30,686.41  
 AD LV ID 6,670.96  
 SICK USE 3,335.48  
 VAC USED 6,670.97  
 HOL USED 667.10

Total YTD Earnings 54,034.73

NET PAY 0.00

AVAILABLE LEAVE:

Vac Leave 228.60  
 Sick Leave 2,180.30  
 Holiday 60.00

MESSAGE:

Facsimile



City of Riverside  
 3900 Main St.  
 Riverside, Ca. 92522  
 (951) 826-8621

Employee Name: DARRYL L HURT

EFT No: XXXXXXXXXX

Employee ID: 11851

Pay Date: 05/21/10 Period Ending: 05/13/10

EARNINGS					DEDUCTIONS			YTD EARNINGS
Description	Hours	Rate	Current Earnings	Y-T-D Amount	Description	Current Amount	Y-T-D Amount	
PD MGMT	667.09				FED TAX	952.57	9,525.70	PD MGMT 6,670.90
AD LV ID	80.00	66.71	5,336.77		STATE TX	459.04	4,590.40	REG HRS 30,686.41
					KSR PREF	15.10	151.00	AD LV ID 12,007.73
					DELTA	80.85	808.50	SICK USE 3,335.48
					GRTWEST2	500.00	5,000.00	VAC USED 6,670.97
					RPA A DUE	73.03	730.30	HOL USED 667.10
					VISTERRA	2,601.50	26,015.00	
					SURV BEN	0.93	9.30	
					DIR DPST	1,320.84	13,208.39	
<b>TOTAL EARNINGS:</b>					<b>TOTAL:</b>	<b>6,003.86</b>	<b>60,038.59</b>	
					<b>EMPLOYER PAID BENEFITS</b>			
					CAFE PT	5,525.00		
					VSP PT	85.00		
					GRTWEST2	1,000.00		
					LIFE INS	279.50		
					AD&D	55.90		
					PERS EPR	13,336.30		
					PERS EMP	5,235.40		
					SPC PERS	670.60		
<b>TOTAL:</b>					<b>TOTAL:</b>	<b>26,187.70</b>		<b>Total YTD Earnings 60,038.59</b>

**NET PAY 0.00**

**AVAILABLE LEAVE:**  
 Vac Leave 236.30  
 Sick Leave 2,184.00  
 Holiday 60.00

**MESSAGE:**

Facsimile

City of Riverside  
 3900 Main St  
 Riverside, Ca. 92522  
 (951) 828-8621

Employee Name: DARRYL L HURT  
 Employee ID: 11851  
 Pay Date: 06/04/10 Period Ending: 05/27/10

EFT No. XXXXXXXXXX

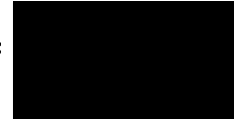
EARNINGS					DEDUCTIONS			YTD EARNINGS	
Description	Hours	Rate	Current Earnings	Y-T-D Amount	Description	Current Amount	Y-T-D Amount		
PD MGMT			667.09		FED TAX	952.57	10,478.27	PD MGMT	7,337.99
AD LV ID	80.00	66.71	5,336.77		STATE TX	459.04	5,049.44	REG HRS	30,686.41
					KSR PREF	15.10	166.10	AD LV ID	17,344.50
					DELTA	80.85	889.35	SICK USE	3,335.48
					GRTWEST2	500.00	5,500.00	VAC USED	6,670.97
					HPAA DUE	73.03	803.33	HOL USED	667.10
					VISTERRA	2,601.50	28,616.50		
					SURV BEN	0.93	10.23		
					DIR DPST	1,320.84	14,529.23		
<b>TOTAL EARNINGS:</b>					<b>TOTAL:</b>	<b>6,003.86</b>	<b>66,042.45</b>	<b>Total YTD Earnings 66,042.45</b>	
					<b>EMPLOYER PAID BENEFITS</b>				
					CAFE PT	6,077.50			
					VSP PT	93.50			
					GRTWEST2	1,200.00			
					LIFE INS	335.40			
					AD&D	67.08			
					PERS EPR	14,669.93			
					PERS EMP	5,758.94			
					SPC PERS	737.66			
					<b>TOTAL:</b>	<b>28,940.01</b>			
					<b>NET PAY 0.00</b>				
<b>AVAILABLE LEAVE:</b>									
Vac Leave 244.00									
Sick Leave 2,187.70									
Holiday 60.00									
<b>MESSAGE:</b>									

Facsimile

City of Riverside  
 3900 Main St.  
 Riverside, Ca. 92522  
 (951) 826-5621

Employee Name: DARRYL L HURT  
 Employee ID: 11851  
 Pay Date: 06/18/10 Period Ending: 06/10/10

EFT No:



EARNINGS					DEDUCTIONS		
Plan	Hours	Rate	Current Earnings	Y-T-D Amount	Description	Current Amount	Y-T-D Amount
PD MGMT	772.15				FED TAX	1,208.46	45,428.94
AD LV ID	80.00	77.22	6,177.23		STATE TX	558.37	14,515.75
					KSR PREF	15.10	181.20
					DELTA	80.85	970.20
					GRTWEST2	500.00	6,000.00
					RPAA DUE	73.03	876.36
					VISTERRA	2,601.50	31,218.00
					SURV BEN	0.93	11.16
					DIR DPST	1,911.14	16,440.37
<b>TOTAL:</b>						6,949.38	115,641.98
<b>EMPLOYER PAID BENEFITS</b>							
CAFE PT						6,630.00	
VSP PT						102.00	
GRTWEST2						1,200.00	
LIFE INS						335.40	
AD&D						67.08	
PERS EPR						16,213.01	
PERS EMP						6,364.93	
SPC PERS						815.03	
<b>TOTAL EARNINGS:</b>						6,949.38	
<b>TOTAL:</b>						31,727.45	

YTD EARNINGS

PD MGMT 8,110.14  
 REG HRS 30,686.41  
 AD LV ID 23,521.73  
 SICK USE 3,335.48  
 VAC USED 6,670.97  
 HOL USED 667.10  
 SETTLMNT 134,968.84

Total YTD Earnings 207,960.67

NET PAY 0.00

AVAILABLE LEAVE:

Vac Leave 251.70  
 Sick Leave 2,191.40  
 Holiday 70.00

MESSAGE:

Facsimile

City of Riverside  
 3900 Main St.  
 Riverside, Ca. 92522  
 (951) 826-5621

Employee Name: DARRYL B HURT  
 Employee ID: 11851  
 Pay Date: 07/02/10 Period Ending: 06/24/10

EFT No: XXXXXXXXXX

EARNINGS					DEDUCTIONS			YTD EARNINGS	
Code	Hours	Rate	Current Earnings	Y-T-D Amount	Description	Current Amount	Y-T-D Amount		
PD MGMT	772.15				FED TAX	1,208.46	46,637.40	PD MGMT	8,882.29
AD LV ID	80.00	77.22	6,177.23		STATE TX	558.37	15,074.12	REG HRS	30,686.41
					KSR PREF	15.10	196.30	AD LV ID	29,698.96
					DELTA	80.85	1,051.05	SICK USE	3,335.48
					GRTWEST2	500.00	6,500.00	VAC USED	6,670.97
					RPAA DUE	73.03	949.39	HOL USED	667.10
					VISTERRA	2,601.50	33,819.50	SETTLMNT	134,968.84
					SURV BEN	0.93	12.09		
					DIR DPST	1,911.14	18,351.51		
<b>TOTAL EARNINGS:</b>					<b>TOTAL:</b>	6,949.38	122,591.36		
					<b>EMPLOYER PAID BENEFITS</b>				
					CAFE PT	7,182.50			
					VSP PT	110.50			
					GRTWEST2	1,400.00			
					LIFE INS	391.30			
					AD&D	78.26			
					PERS EPR	17,756.09			
					PERS EMP	6,970.92			
					SPC PERS	892.40			
<b>TOTAL EARNINGS:</b>					<b>TOTAL:</b>	6,949.38			
								<b>Total YTD Earnings</b>	214,910.05
								<b>NET PAY</b>	0.00

**AVAILABLE LEAVE:**  
 Vac Leave 259.40  
 Sick Leave 2,195.10  
 Holiday 70.00

**MESSAGE:**

Facsimile

City of Riverside  
 3900 Main St  
 Riverside, Ca. 92522  
 (951) 826-5621

Employee Name: DARRYL L HURT

Employee ID: 11851

Pay Date: 07/16/10 Period Ending: 07/08/10

EFT No: XXXXXXXXXX

EARNINGS					DEDUCTIONS			YTD EARNINGS		
Description	Hours	Rate	Current Earnings	Y-T-D Amount	Description	Current Amount	Y-T-D Amount			
PD MGMT	772.15				FED TAX	1,208.46	47,845.86	PD MGMT	9,654.44	
AD LV ID	80.00	77.22	6,177.23		STATE TX	558.37	15,632.49	REG HRS	30,686.41	
					KSR PREF	15.10	211.40	AD LV ID	35,876.19	
					DELTA	80.85	1,131.90	SICK USE	3,335.48	
					GRTWEST2	500.00	7,000.00	VAC USED	6,670.97	
					RPAA DUE	73.03	1,022.42	HOL USED	667.10	
					VISTERRA	2,601.50	36,421.00	SETTLMNT	134,968.84	
					SURV BEN	0.93	13.02			
					DIR DPST	1,911.14	20,262.65			
<b>TOTAL:</b>						<b>6,949.38</b>	<b>129,540.74</b>			
<b>TOTAL EARNINGS:</b>					<b>6,949.38</b>					
					<b>EMPLOYER PAID BENEFITS</b>					
					CAFE PT	7,735.00				
					VSP PT	119.00				
					GRTWEST2	1,400.00				
					LIFE INS	391.30				
					AD&D	78.26				
					PERS EPR	19,332.05				
					PERS EMP	7,576.91				
					SPC PERS	969.77				
<b>TOTAL:</b>					<b>37,602.29</b>					
					<b>Total YTD Earnings 221,859.43</b>					
					<b>NET PAY 0.00</b>					

**AVAILABLE LEAVE:**  
 Vac Leave 267.10  
 Sick Leave 2,198.80  
 Holiday 80.00

**MESSAGE:**

Facsimile

City of Riverside  
 3900 Main St.  
 Riverside, Ca. 92522  
 (951) 826-5621

Employee Name: DARRYL L HURT

EFT No: XXXXXXXXXX

Employee ID: 11851

Pay Date: 07/30/10 Period Ending: 07/22/10

EARNINGS					DEDUCTIONS			YTD EARNINGS	
Description	Hours	Rate	Current Earnings	Y-T-D Amount	Description	Current Amount	Y-T-D Amount		
PD MGMT	772.15				FED TAX	1,375.32	49,221.18	PD MGMT	10,426.59
AD LV ID	80.00	77.22	6,177.23		STATE TX	620.97	16,253.46	REG HRS	30,686.41
					KSR PREF	0.93	211.40	AD LV ID	42,053.42
					DELTA	4,952.16	1,131.90	SICK USE	3,335.48
					GRTWEST2	7,000.00		VAC USED	6,670.97
					RPA A DUE	1,022.42		HOL USED	667.10
					VISTERRA	36,421.00		SETTLMNT	134,968.84
					SURV BEN	13.95			
					DIR DPST	25,214.81			
<b>TOTAL EARNINGS:</b>					<b>TOTAL:</b>	6,949.38	136,490.12		
					<b>EMPLOYER PAID BENEFITS</b>				
					CAFE PT	7,735.00			
					VSP PT	119.00			
					GRTWEST2	1,400.00			
					LIFE INS	391.30			
					AD&D	78.26			
					PERS EPR	20,908.01			
					PERS EMP	8,182.90			
					SPC PERS	1,047.14			
					<b>TOTAL:</b>	39,861.61			
								<b>Total YTD Earnings</b>	228,808.81
								<b>NET PAY</b>	0.00

**AVAILABLE LEAVE:**  
 Vac Leave 274.80  
 Sick Leave 2,202.50  
 Holiday 80.00

**MESSAGE:**

Facsimile

City of Riverside  
 3900 Main St  
 Riverside, Ca. 92522  
 (951) 826-5821

Employee Name: DARRYL L HURT

EFT No: XXXXXXXXXX

Employee ID: 11851

Pay Date: 08/13/10 Period Ending: 08/05/10

EARNINGS					DEDUCTIONS			YTD EARNINGS
Option	Hours	Rate	Current Earnings	Y-T-D Amount	Description	Current Amount	Y-T-D Amount	
PD MGMT	772.15				FED TAX	1,208.46	50,429.64	PD MGMT 11,198.74
AD LV ID	80.00	77.22	6,177.23		STATE TX	558.37	16,811.83	REG HRS 30,686.41
					KSR PREF	15.10	226.50	AD LV ID 48,230.65
					DELTA	80.85	1,212.75	SICK USE 3,335.48
					GRTWEST2	500.00	7,500.00	VAC USED 6,670.97
					RPAA DUE	73.03	1,095.45	HOL USED 667.10
					VISTERRA	2,601.50	39,022.50	SETTLMNT 134,968.84
					SURV BEN	0.93	14.88	
					DIR DPST	1,911.14	27,125.95	
<b>TOTAL EARNINGS:</b>					<b>TOTAL:</b>	6,949.38	143,439.50	
					<b>EMPLOYER PAID BENEFITS</b>			
					CAFE PT	8,287.50		
					VSP PT	127.50		
					GRTWEST2	1,600.00		
					LIFE INS	447.20		
					AD&D	89.44		
					PERS EPR	22,483.97		
					PERS EMP	8,788.89		
					SPC PERS	1,124.51		
<b>TOTAL EARNINGS:</b>					<b>TOTAL:</b>	6,949.38		<b>Total YTD Earnings 235,758.19</b>
					<b>TOTAL:</b>	42,949.01		

**NET PAY 0.00**

**AVAILABLE LEAVE:**  
 Vac Leave 282.50  
 Sick Leave 2,206.20  
 Holiday 80.00

**MESSAGE:**

Facsimile

City of Riverside  
 3900 Main St.  
 Riverside, Ca. 92522  
 (951) 828-5621

Employee Name: DARRYL L HURT

Employee ID: 11851

Pay Date: 08/27/10 Period Ending: 08/19/10

EFT No: XXXXXXXXXX

EARNINGS					DEDUCTIONS			YTD EARNINGS	
Description	Hours	Rate	Current Earnings	Y-T-D Amount	Description	Current Amount	Y-T-D Amount		
PD MGMT	772.15				FED TAX	1,208.46	51,638.10	PD MGMT	11,970.89
AD LV ID	80.00	77.22	6,177.23		STATE TX	558.37	17,370.20	REG HRS	30,686.41
					KSR PREF	15.10	241.60	AD LV ID	54,407.88
					DELTA	80.85	1,293.60	SICK USE	3,335.48
					GRTWEST2	500.00	8,000.00	VAC USED	6,670.97
					RPAA DOE	73.03	1,168.48	HOL USED	667.10
					VISTERRA	2,601.50	41,624.00	SETTLMNT	134,968.84
					SURV BEN	0.93	15.81		
					DIR DPST	1,911.14	29,037.09		
<b>TOTAL EARNINGS:</b>					<b>TOTAL:</b>	<b>6,949.38</b>	<b>150,388.88</b>		
					<b>EMPLOYER PAID BENEFITS</b>				
					CAFE PT	8,840.00			
					VSP PT	136.00			
					GRTWEST2	1,600.00			
					LIFE INS	447.20			
					AD&D	89.44			
					PERS EPR	24,059.93			
					PERS EMP	9,394.88			
					SPC PERS	1,201.88			
					<b>TOTAL:</b>	<b>45,769.33</b>			
								<b>Total YTD Earnings</b>	<b>242,707.57</b>
								<b>NET PAY</b>	<b>0.00</b>

**AVAILABLE LEAVE:**  
 Vac Leave 290.20  
 Sick Leave 2,209.90  
 Holiday 80.00

**MESSAGE:**

Facsimile



City of Riverside  
 3900 Main St.  
 Riverside, Ca. 92522  
 (951) 828-5621

Employee Name: DARRYL L HURT

Employee ID: 11851

Pay Date: 09/10/10 Period Ending: 09/02/10

EFT No: 

EARNINGS					DEDUCTIONS			YTD EARNINGS
Description	Hours	Rate	Current Earnings	Y-T-D Amount	Description	Current Amount	Y-T-D Amount	
PD MGMT	772.15				FED TAX	1,208.46	52,846.56	PD MGMT 12,743.04
AD LV ID	80.00	77.22	6,177.23		STATE TX	558.37	17,928.57	REG HRS 30,686.41
					KSR PREF	15.10	256.70	AD LV ID 60,585.11
					DELTA	80.85	1,374.45	SICK USE 3,335.48
					GRTWEST2	500.00	8,500.00	VAC USED 6,670.97
					RPAA DUE	73.03	1,241.51	HOL USED 667.10
					VISTERRA	2,601.50	44,225.50	SETTLMNT 134,968.84
					SURV BEN	0.93	16.74	
					DIR DPST	1,911.14	30,948.23	
<b>TOTAL EARNINGS:</b>					<b>TOTAL:</b>	<b>6,949.38</b>	<b>157,338.26</b>	
					<b>EMPLOYER PAID BENEFITS</b>			
					CAFE PT	9,392.50		
					VSP PT	144.50		
					GRTWEST2	1,800.00		
					LIFE INS	503.10		
					AD&D	100.62		
					PERS EPR	25,635.89		
					PERS EMP	10,000.87		
					SPC PERS	1,279.25		
<b>TOTAL EARNINGS:</b>					<b>TOTAL:</b>	<b>6,949.38</b>	<b>48,856.73</b>	<b>Total YTD Earnings 249,656.95</b>

**NET PAY 0.00**

**AVAILABLE LEAVE:**  
 Vac Leave 297.90  
 Sick Leave 2,213.60  
 Holiday 80.00

**MESSAGE:**

Facsimile

City of Riverside  
 3900 Main St.  
 Riverside, Ca. 92522  
 (951) 828-5621

Employee Name: DARRYL L HURT

EFT No: XXXXXXXXXX

Employee ID: 11851

Pay Date: 09/24/10 Period Ending: 09/16/10

EARNINGS					DEDUCTIONS			YTD EARNINGS	
Position	Hours	Rate	Current Earnings	Y-T-D Amount	Description	Current Amount	Y-T-D Amount		
PD MGMT	772.15				FED TAX	1,208.46	54,055.02	PD MGMT	13,515.19
AD LV ID	80.00	77.22	6,177.23		STATE TX	558.37	18,486.94	REG HRS	30,686.41
					KSR PREF	15.10	271.80	AD LV ID	66,762.34
					DELTA	80.85	1,455.30	SICK USE	3,335.48
					GRTWEST2	500.00	9,000.00	VAC USED	6,670.97
					RPAA DUE	73.03	1,314.54	HOL USED	667.10
					VISTERRA	2,601.50	46,827.00	SETTLMNT	134,968.84
					SURV BEN	0.93	17.67		
					DIR DPST	1,911.14	32,859.37		
<b>TOTAL EARNINGS:</b>					<b>TOTAL:</b>	<b>6,949.38</b>	<b>164,287.64</b>		
					<b>EMPLOYER PAID BENEFITS</b>				
					CAFE PT	9,945.00			
					VSP PT	153.00			
					GRTWEST2	1,800.00			
					LIFE INS	503.10			
					AD&D	100.62			
					PERS EPR	27,211.85			
					PERS EMP	10,606.86			
					SPC PERS	1,356.62			
<b>TOTAL:</b>					<b>TOTAL:</b>	<b>51,677.05</b>		<b>Total YTD Earnings</b>	<b>256,606.33</b>

**NET PAY 0.00**

**AVAILABLE LEAVE:**  
 Vac Leave 305.60  
 Sick Leave 2,217.30  
 Holiday 90.00

**MESSAGE:**

Facsimile

City of Riverside  
 3800 Main St.  
 Riverside, Ca. 92522  
 (951) 826-5621

Employee Name: DARRYL L HURT

EFT No: XXXXXXXXXX

Employee ID: 11851

Pay Date: 10/08/10 Period Ending: 09/30/10

EARNINGS					DEDUCTIONS			YTD EARNINGS
Description	Hours	Rate	Current Earnings	Y-T-D Amount	Description	Current Amount	Y-T-D Amount	
PD MGMT	772.15				FED TAX	1,208.46	55,263.48	PD MGMT 14,287.34
AD LV ID	80.00	77.22	6,177.23		STATE TX	558.37	19,045.31	REG HRS 30,686.41
					KSR PREF	15.10	286.90	AD LV ID 72,939.57
					DELTA	80.85	1,536.15	SICK USE 3,335.48
					GRTWEST2	500.00	9,500.00	VAC USED 6,670.97
					RPAA DUE	73.03	1,387.57	HOL USED 667.10
					VISTERRA	2,601.50	49,428.50	SETTLMNT 134,968.84
					SURV BEN	0.93	18.60	
					DIR DPST	1,911.14	34,770.51	
<b>TOTAL:</b>						6,949.38	171,237.02	
<b>TOTAL EARNINGS:</b>								
					<b>EMPLOYER PAID BENEFITS</b>			
					CAFE PT 10,497.50			
					VSP PT 161.50			
					GRTWEST2 2,000.00			
					LIFE INS 559.00			
					AD&D 111.80			
					PERS EPR 28,787.81			
					PERS EMP 11,212.85			
					SPC PERS 1,433.99			
					<b>TOTAL:</b>			
					54,764.45			
								<b>Total YTD Earnings 263,555.71</b>
								<b>NET PAY 0.00</b>

**AVAILABLE LEAVE:**  
 Vac Leave 313.30  
 Sick Leave 2,221.00  
 Holiday 90.00

**MESSAGE:**

Facsimile

City of Riverside  
 3900 Main St.  
 Riverside, Ca. 92522  
 (951) 826-5621

Employee Name: DARRYL L HURT

EFT No: 

Employee ID: 11851

Pay Date: 10/22/10 Period Ending: 10/14/10

EARNINGS					DEDUCTIONS			YTD EARNINGS
Description	Hours	Rate	Current Earnings	Y-T-D Amount	Description	Current Amount	Y-T-D Amount	
PD MGMT	772.15				FED TAX	1,208.46	56,471.94	PD MGMT 15,059.49
AD LV ID	80.00	77.22	6,177.23		STATE TX	558.37	19,603.68	REG HRS 30,686.41
					KSR PREF	15.10	302.00	AD LV ID 79,116.80
					DELTA	80.85	1,617.00	SICK USE 3,335.48
					GRTWEST2	500.00	10,000.00	VAC USED 6,670.97
					RPAA DUE	73.03	1,460.60	HOL USED 667.10
					VISTERRA	2,601.50	52,030.00	SETTLMNT 134,968.84
					SURV BEN	0.93	19.53	
					DIR DPST	1,911.14	36,681.65	
<b>TOTAL EARNINGS:</b>					<b>TOTAL:</b>	<b>6,949.38</b>	<b>178,186.40</b>	
					<b>EMPLOYER PAID BENEFITS</b>			
					CAFE PT	11,050.00		
					VSP PT	170.00		
					GRTWEST2	2,000.00		
					LIFE INS	559.00		
					AD&D	111.80		
					PERS EPR	30,363.77		
					PERS EMP	11,818.84		
					SPC PERS	1,511.36		
					<b>TOTAL:</b>	<b>57,584.77</b>		
								<b>Total YTD Earnings 270,505.09</b>
								<b>NET PAY 0.00</b>

**AVAILABLE LEAVE:**  
 Vac Leave 321.00  
 Sick Leave 2,224.70  
 Holiday 100.00

**MESSAGE:**

Facsimile

City of Riverside  
 3800 Main St.  
 Riverside, Ca. 92522  
 (951) 826-5624

Employee Name: DARRYL L HURT

EFT No: XXXXXXXXXX

Employee ID: 11851

Pay Date: 11/05/10 Period Ending: 10/28/10

EARNINGS					DEDUCTIONS			YTD EARNINGS
Item	Hours	Rate	Current Earnings	Y-T-D Amount	Description	Current Amount	Y-T-D Amount	
PD MGMT	772.15				FED TAX	1,208.46	57,680.40	PD MGMT 15,831.64
AD LV ID	80.00	77.22	6,177.23		STATE TX	558.37	20,162.05	REG HRS 30,686.41
					KSR PREF	15.10	317.10	AD LV ID 85,294.03
					DELTA	80.85	1,697.85	SICK USE 3,335.48
					GRTWEST2	500.00	10,500.00	VAC USED 6,670.97
					RPAE DUE	73.03	1,533.63	HOL USED 667.10
					VISTERRA	2,601.50	54,631.50	SETTLMNT 134,968.84
					SURV BEN	0.93	20.46	
					DIR DPST	1,911.14	38,592.79	
<b>TOTAL EARNINGS:</b>					<b>TOTAL:</b>	<b>6,949.38</b>	<b>185,135.78</b>	
					<b>EMPLOYER PAID BENEFITS</b>			
					CAFE PT	11,602.50		
					VSP PT	178.50		
					GRTWEST2	2,200.00		
					LIFE INS	614.90		
					AD&D	122.98		
					PERS EPR	31,939.73		
					PERS EMP	12,424.83		
					SPC PERS	1,588.73		
<b>TOTAL EARNINGS:</b>					<b>TOTAL:</b>	<b>6,949.38</b>		<b>Total YTD Earnings 277,454.47</b>
					<b>TOTAL:</b>			<b>60,672.17</b>
								<b>NET PAY 0.00</b>
<b>AVAILABLE LEAVE:</b>								
Vac Leave 328.70								
Sick Leave 2,228.40								
Holiday 100.00								
<b>MESSAGE:</b>								

Facsimile

City of Riverside  
 3900 Main St  
 Riverside, Ca. 92522  
 (951) 826-5621

Employee Name: DARRYL L HURT

EFT No: XXXXXXXXXX

Employee ID: 11851

Pay Date: 12/03/10 Period Ending: 11/25/10

EARNINGS					DEDUCTIONS			YTD EARNINGS	
Description	Hours	Rate	Current Earnings	Y-T-D Amount	Description	Current Amount	Y-T-D Amount		
PD MGMT	772.15				FED TAX	1,197.98	64,647.37	PD MGMT	17,375.94
AD LV ID	80.00	77.22	6,177.23		STATE TX	554.44	22,478.84	REG HRS	30,686.41
					KSR PREF	52.53	384.73	AD LV ID	97,648.49
					DELTA	80.85	1,859.55	SICK USE	3,335.48
					GRTWEST2	500.00	11,500.00	VAC USED	6,670.97
					RPAA DUE	73.03	1,679.69	HOL USED	667.10
					VISTERRA	2,601.50	59,834.50	HOL PAYD	9,555.40
					SURV BEN	0.93	22.32	PD VC PD	8,686.73
					DIR DPST	1,888.12	54,869.67	SETTLMNT	134,968.84
<b>TOTAL EARNINGS:</b>					<b>TOTAL:</b>	<b>6,949.38</b>	<b>217,276.67</b>		
					<b>EMPLOYER PAID BENEFITS</b>				
					CAFE PT	12,707.50			
					VSP PT	195.50			
					GRTWEST2	2,400.00			
					LIFE INS	670.80			
					AD&D	134.16			
					PERS EPR	37,253.47			
					PERS EMP	13,636.81			
					SPC PERS	2,680.85			
					<b>TOTAL:</b>	<b>69,679.09</b>			
								<b>Total YTD Earnings 309,595.36</b>	
								<b>NET PAY 0.00</b>	

**AVAILABLE LEAVE:**  
 Vac Leave 244.10  
 Sick Leave 2,235.80  
 Holiday 10.00

**MESSAGE:**

Facsimile

City of Riverside  
 3900 Main St.  
 Riverside, Ca. 92522  
 (951) 826-5821

Employee Name: DARRYL L HURT

EFT No: XXXXXXXXXX

Employee ID: 11851

Pay Date: 12/17/10 Period Ending: 12/09/10

EARNINGS					DEDUCTIONS			YTD EARNINGS	
Description	Hours	Rate	Current Earnings	Y-T-D Amount	Description	Current Amount	Y-T-D Amount		
PD MGMT	772.15				FED TAX	1,197.98	65,845.35	PD MGMT	18,148.09
AD LV ID	80.00	77.22	6,177.23		STATE TX	554.44	23,033.28	REG HRS	30,686.41
					KSR PREF	52.53	437.26	AD LV ID	103,825.72
					DELTA	80.85	1,940.40	SICK USE	3,335.48
					GRTWEST2	500.00	12,000.00	VAC USED	6,670.97
					RPAA DUE	73.03	1,752.72	HOL USED	667.10
					VISTERRA	2,601.50	62,436.00	HOL PAYD	9,555.40
					SURV BEN	0.93	23.25	PD VC PD	8,686.73
					DIR DPST	1,888.12	56,757.79	SETTLMNT	134,968.84
<b>TOTAL EARNINGS:</b>					<b>TOTAL:</b>				
6,949.38					6,949.38			224,226.05	
<b>EMPLOYER PAID BENEFITS</b>									
CAFE PT					13,260.00				
VSP PT					204.00				
GRTWEST2					2,400.00				
LIFE INS					670.80				
AD&D					134.16				
PERS EPR					38,829.43				
PERS EMP					14,242.80				
SPC PERS					2,758.22				
<b>TOTAL:</b>					<b>TOTAL:</b>			<b>Total YTD Earnings</b>	
6,949.38					72,499.41			316,544.74	
							<b>NET PAY</b>		0.00

<b>AVAILABLE LEAVE:</b>
Vac Leave 251.80
Sick Leave 2,239.50
Holiday 20.00

**MESSAGE:**

Facsimile

City of Riverside  
 3900 Main St.  
 Riverside, Ca. 92522  
 (951) 826-5621

Employee Name: DARRYL L HURT

EFT No: XXXXXXXXXX

Employee ID: 11851

Pay Date: 12/30/10 Period Ending: 12/23/10

EARNINGS					DEDUCTIONS			YTD EARNINGS	
Description	Hours	Rate	Current Earnings	Y-T-D Amount	Description	Current Amount	Y-T-D Amount		
PD MGMT	772.15				FED TAX	1,375.32	67,220.67	PD MGMT	18,920.24
AD LV ID	80.00	77.22	6,177.23		STATE TX	620.97	23,654.25	REG HRS	30,686.41
					KSR PREF	0.93	437.26	AD LV ID	110,002.95
					DELTA	4,952.16	1,940.40	SICK USE	3,335.48
					GRTWEST2	12,000.00		VAC USED	6,670.97
					RPAA DUE	1,752.72		HOL USED	667.10
					VISTERRA	62,436.00		HOL PAYD	9,555.40
					SURV BEN	24.18		PD VC PD	8,686.73
					DIR DPST	61,709.95		SETTLMNT	134,968.84
<b>TOTAL:</b>						6,949.38	231,175.43		
<b>TOTAL EARNINGS:</b>						6,949.38			
					<b>EMPLOYER PAID BENEFITS</b>				
					CAFE PT	13,260.00			
					VSP PT	204.00			
					GRTWEST2	2,400.00			
					LIFE INS	670.80			
					AD&D	134.16			
					PERS EPR	40,405.39			
					PERS EMP	14,848.79			
					SPC PERS	2,835.59			
<b>TOTAL:</b>						74,758.73			
								<b>Total YTD Earnings</b>	323,494.12
								<b>NET PAY</b>	0.00

**AVAILABLE LEAVE:**  
 Vac Leave 259.50  
 Sick Leave 2,243.20  
 Holiday 20.00

**MESSAGE:**

Facsimile



City of Riverside  
 3800 Main St.  
 Riverside, Ca. 92522  
 (951) 828-5621

Employee Name: DARRYL L HURT

Employee ID: 11851

Pay Date: 01/14/11 Period Ending: 01/06/11

EFT No: XXXXXXXXXX

EARNINGS					DEDUCTIONS			YTD EARNINGS
Description	Hours	Rate	Current Earnings	Y-T-D Amount	Description	Current Amount	Y-T-D Amount	
PD MGMT	772.15				FED TAX	1,189.98	1,189.98	PD MGMT 772.15
AD LV ID	80.00	77.22	6,177.23		STATE TX	536.73	536.73	AD LV ID 6,177.23
					KSR PREF	52.53	52.53	
					DELTA	80.85	80.85	
					GRTWEST2	500.00	500.00	
					RPAA DUE	73.03	73.03	
					VISTERRA	2,601.50	2,601.50	
					SURV BEN	0.93	0.93	
					DIR DPST	1,913.83	1,913.83	
<b>TOTAL:</b>						<b>6,949.38</b>	<b>6,949.38</b>	
					<b>EMPLOYER PAID BENEFITS</b>			
					CAFE PT	552.50		
					VSP PT	8.50		
					GRTWEST2	200.00		
					LIFE INS	64.64		
					AD&D	12.92		
					PERS EPR	1,575.96		
					PERS EMP	605.99		
					SPC PERS	77.37		
<b>TOTAL EARNINGS:</b>						<b>6,949.38</b>		
					<b>TOTAL:</b>			
						<b>3,097.88</b>		
							<b>Total YTD Earnings</b>	<b>6,949.38</b>
							<b>NET PAY</b>	<b>0.00</b>

<b>AVAILABLE LEAVE:</b>
Vac Leave 267.20
Sick Leave 2,246.90
Holiday 40.00
<b>MESSAGE:</b>

Facsimile

City of Riverside  
 3800 Main St.  
 Riverside, Ca. 92522  
 (951) 826-5621

Employee Name: DARRYL L HURT

Employee ID: 11851

Pay Date: 01/28/11 Period Ending: 01/20/11

EFT No: XXXXXXXXXX

YTD EARNINGS

EARNINGS					DEDUCTIONS		
Non	Hours	Rate	Current Earnings	Y-T-D Amount	Description	Current Amount	Y-T-D Amount
			PD MGMT 772.15		FED TAX 981.07	2,171.05	
			AD LV ID 70.00 77.22 5,405.08		STATE TX 457.73	994.46	
					KSR PREF 52.53	105.06	
					DELTA 80.85	161.70	
					GRTWEST2 500.00	1,000.00	
					RPAA DUE 73.03	146.06	
					VISTERRA 2,601.50	5,203.00	
					SURV BEN 0.93	1.86	
					DIR DPST 1,429.59	3,343.42	
<b>TOTAL:</b>						<b>6,177.23</b>	<b>13,126.61</b>
<b>EMPLOYER PAID BENEFITS</b>							
CAFE PT 1,105.00							
VSP PT 17.00							
GRTWEST2 200.00							
LIFE INS 64.64							
AD&D 12.92							
PERS EPR 2,977.23							
PERS EMP 1,136.23							
SPC PERS 154.74							
<b>TOTAL:</b>						<b>5,667.76</b>	
<b>TOTAL EARNINGS:</b>			<b>6,177.23</b>				

PD MGMT 1,544.30  
 AD LV ID 11,582.31

Total YTD Earnings 13,126.61

NET PAY 0.00

AVAILABLE LEAVE:

Vac Leave 274.90  
 Sick Leave 2,250.60  
 Holiday 50.00

MESSAGE:

Facsimile

Module: HR

City of Riverside  
Salary Schedule Report  
Effective October 01, 2010



Job Code:	Barq. Unit:	Job Description:	Monthly Salary:	Annual Salary:	Pay Period:	Hourly Rate:
2360	01	POLICE CHIEF EXECUTIVE	16,708.00	200,472.00	7,710.46	96.38076
		1N MINIMUM	20,085.00	241,020.00	9,270.00	115.87500
		1X MAXIMUM	20,085.00	241,020.00	9,270.00	115.87500
		2N MERIT MIN	23,098.00	277,176.00	10,660.81	133.25769
		2X MERIT MAX				

Job Code:	Barq. Unit:	Job Description:	Monthly Salary:	Annual Salary:	Pay Period:	Hourly Rate:
2515	10	POLICE COMM SYSTEM ANALYST -2E MANAGEMENT	5,988.00	71,616.00	2,754.48	34.43076
		01 STEP 1	6,267.00	75,204.00	2,892.46	36.15576
		02 STEP 2	6,580.00	78,960.00	3,036.92	37.96153
		03 STEP 3	6,907.00	82,884.00	3,187.84	39.84807
		04 STEP 4	7,258.00	87,096.00	3,349.84	41.87307
		05 STEP 5	7,618.00	91,392.00	3,515.07	43.93846
		06 STEP 6				

Job Code:	Barq. Unit:	Job Description:	Monthly Salary:	Annual Salary:	Pay Period:	Hourly Rate:
2260	60	POLICE DETECTIVE	6,067.00	72,804.00	2,800.15	35.00192
		01 STEP 1	6,374.00	76,488.00	2,941.84	36.77307
		02 STEP 2	6,690.00	80,280.00	3,087.69	38.59615
		03 STEP 3	7,024.00	84,288.00	3,241.84	40.52307
		04 STEP 4	7,375.00	88,500.00	3,403.84	42.54807
		05 STEP 5				

Job Code:	Barq. Unit:	Job Description:	Monthly Salary:	Annual Salary:	Pay Period:	Hourly Rate:
5640	20	POLICE FLEET MAINTENANCE COORD GENERAL-SEIU	4,170.00	50,040.00	1,924.61	24.05769
		01 STEP 1	4,361.00	52,572.00	2,022.00	25.27500
		02 STEP 2	4,599.00	55,188.00	2,122.61	26.53269
		03 STEP 3	4,829.00	57,948.00	2,228.76	27.85961
		04 STEP 4	5,069.00	60,828.00	2,339.53	29.24423
		05 STEP 5				

Job Code:	Barq. Unit:	Job Description:	Monthly Salary:	Annual Salary:	Pay Period:	Hourly Rate:
2320	64	POLICE LIEUTENANT POLICE MANAGEMENT	8,838.00	106,056.00	4,079.07	50.99846
		01 STEP 1	9,275.00	111,300.00	4,280.76	53.50961
		02 STEP 2				

Report Name: Salary Schedule - No Y-Rates  
Report ID: HR\_salched  
User Name: Mirena Gonzalez

Run Date: 03/07/2011  
Run Time: 09:31:32

Module: HR

City of Riverside  
Salary Schedule Report  
Effective October 01, 2010

03	STEP 3	PLMS/T81A03	9,745.00	118,940.00	4,497.89	56,221.15
04	STEP 4	PLMS/T81A04	10,232.00	122,704.00	4,722.48	59,030.76
05	STEP 5	PLMS/T81A05	10,742.00	128,904.00	4,957.84	61,973.07
06	STEP 6	PLMS/T81A06	11,280.00	135,380.00	5,206.15	65,078.92
07	STEP 7	PLMS/T81A07	11,863.00	138,756.00	5,336.78	68,709.61

**Job Code:** 2240 **Bara. Unit:** 60 **Police**

**Job Description:** POLICE OFFICER

01	STEP 1	POL/S/P35A01	5,242.00	62,904.00	2,419.38	30,242.30
02	STEP 2	POL/S/P35A02	5,604.00	68,048.00	2,540.30	31,753.84
03	STEP 3	POL/S/P35A03	5,780.00	69,380.00	2,667.89	33,346.15
04	STEP 4	POL/S/P35A04	6,087.00	72,804.00	2,800.15	35,001.92
05	STEP 5	POL/S/P35A05	6,374.00	76,488.00	2,941.84	36,773.07
06	STEP 6	POL/S/P35A06	6,690.00	80,280.00	3,087.69	38,598.15

**Job Code:** 2211 **Bara. Unit:** 30 **Special Classes**

**Job Description:** POLICE OFFICER LATERAL/TRAINEE

01	STEP 1	SPCH/SS5A01	5,242.00	62,904.00	2,419.38	30,242.30
02	STEP 2	SPCH/SS5A02	5,604.00	68,048.00	2,540.30	31,753.84
03	STEP 3	SPCH/SS5A03	5,780.00	69,380.00	2,667.89	33,346.15
04	STEP 4	SPCH/SS5A04	6,067.00	72,804.00	2,800.15	35,001.92
05	STEP 5	SPCH/SS5A05	6,374.00	76,488.00	2,941.84	36,773.07
06	STEP 6	SPCH/SS5A06	6,690.00	80,280.00	3,087.69	38,598.15

**Job Code:** 2210 **Bara. Unit:** 30 **Special Classes**

**Job Description:** POLICE OFFICER TRAINEE

01	STEP 1	SPCS/IS42A01	4,558.00	54,896.00	2,103.69	26,296.15
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**Job Code:** 2280 **Bara. Unit:** 60 **Police**

**Job Description:** POLICE PILOT

01	STEP 1	POL/S/P42A01	7,024.00	84,288.00	3,241.84	40,523.07
02	STEP 2	POL/S/P42A02	7,375.00	88,500.00	3,403.84	42,548.07
03	STEP 3	POL/S/P42A03	7,744.00	92,928.00	3,574.15	44,676.92

**Job Code:** 2283 **Bara. Unit:** 60 **Police**

**Job Description:** POLICE PILOT (CERT F.T. INST)

01	STEP 1	POL/S/P45A01	7,024.00	84,288.00	3,241.84	40,523.07
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Report Name: Salary Schedule - No Y-Rates  
Report ID: HR\_salsched User Name: Mariana Gonzalez

Run Date: 03/07/2011  
Run Time: 09:31:32



CALPERS01

Agency #: 0079

Name: Darryl L Hurt

F/C 1 year

Position: Police Lieutenant

SSN: XXXXXXXXXX

Retirement Date: 01/19/11

1. Please describe special comp payments in detail, if applicable.
2. Fax supporting MOU pages for special comp items, if applicable.
3. Identify periods covered for any lump sum payments, if applicable.
4. Please fax formal salary schedule for pay rate(s), if applicable.

Service Period	Pay Rate Reported	Special Compensation Reported	Type
06/10-4	14588.486	859.62	salary + 9% EPIC as Captain
05/10-4		745.10	
11/09-3	15.15% increase	10561.41	
11/08-3		7289.31	
05/10-4	12603.553	←	salary + 9% EPIC as Lieutenant
Thank you Cheryl Livingston			











City of Riverside  
Personnel Action Notice (P-2)

A Appointment	LF Leave-FMLA	M Miscellaneous	P Promotion	RW Return-City-Internal
R Retire	LG Leave-General	MD Merit-Denied	R Reclass	SA Salary Adjustment
DI Demotion Involuntary	LM Leave Military	MI Merit Increase	RE Resigned	T Terminated
DV Demotion Voluntary	LP Leave		RT Retirement	TE Transfer-External

RECEIVED  
CITY OF RIVERSIDE  
JUN 10 2010

EE MASTER

CM/FINANCE  
PAYROLL

**BACON** First TIMOTHY M.I. M

(1) Social Security # [REDACTED]

(3) Status  FULL-T  ACTIVE (5) Payroll 10315

(6) Home Address [REDACTED]

(7) Mailing Address Street/P.O. Box City RIVERSIDE

(8) Home Phone (9) Emergency Contact Name **BACON, MARY SHIZUE**

(10) Driver's License Number State Class of Birth 07/16/19

*DE RETIERS*  
*Jeremy*  
*change eff middle of PP*

EMPLOYEE MASTER 2

(12) Bargaining Unit 64 POLICE MANAGEMENT Calendar NORMAL (14) Location Code PD15 (15) FTE 1.00

(16) Department Division 311500 POLICE-FIELD OPERATIONS (18) Orig. Hire Date 09/02/1983 (19) Sen. Date 09/02/1983

(20) Ethnic/Gender Code WM (21) Marital Status M (22) Effective Date 4/13/10 (23) Merit Date 12/31/2050 (24) Next Eval. Date 11/21/20

EMPPAY

(25) Reason Code *SA* ~~MISCELLANEOUS CHANGE~~ *Salary Increase* (26) Assign. Status FULL TIME BENEFIT (27) Pay Class 610

(28) PCN PD152320F POLICE LT (29) Position Number PD152320F POLICE LIEUTENANT

(30) Salary Index PLMS/T61A/07 (31) Pay Rate Monthly 13,384 Hourly 77.21538 (32) Distribution Fund/Key 3115000

(33) Reason For Separation  Resignation  Deceased  Retirement  Layoff  Dismissal  End of Temp. (34) Employee Services Were  Unsatisfactory  Standard  Below Standard  Outstanding (35) Recommend For Rehire  Yes  No  Doubtful

PAYROLL USE ONLY

(36) Last Pay Date

REMARKS: **SPECIAL SALARY ADJUSTMENT PURSUANT TO SETTLEMENT/ Effective 4/13/10 M.I.**

Printed as of 06/08/2010

Additional Pay Code: **used 4/2/10 PP**

SIGNATURES

Supervisor *ustrow* Date 6/8/10 Department Head *Bill G...* Date 6/10/10

Human Resources Director City Manager

City of Riverside  
Personnel Action Notice (P-2)

ORIGINAL

AP Appointment	LF Leave-FMLA	M Miscellaneous	P Promotion	RW Return to Work
AR Rehire	LG Leave-General	MD Merit-Denied	R Reclass	SA Salary Adjustment
DI Demotion Involuntary	LM Leave Military	MI Merit Increase	RE Resigned	T Terminated
DV Demotion Voluntary	LP Leave-Pending	MS Merit-Special	RT Retirement	TE Transfer-External

RECEIVED  
CITY OF RIVERSIDE  
JUN 10 2010  
6/10/10

EMPLOYEE MASTER

(1) Social Security # [REDACTED] Name Last **HURT** First **DARRYL** CM/FINANCE PAYROLL M.I. **I.**

(3) Status  FULL-TIME BENEFIT (4) Human Resources  A ACTIVE (5) Payroll  11851

(6) Home Address [REDACTED]

(7) Mailing Address Street/P.O. Box [REDACTED] City **MENIFEE** State **CA** Zip **92585** **HOMI**

(8) Home Phone [REDACTED] (9) Emergency Contact Name [REDACTED] Relationship [REDACTED] Phone [REDACTED]

(10) Driver's License Number **N7384798** State **CA** Class **CDL-C** Expiration **12/31/2050** (11) Date of Birth **01 18 1965**

EMPLOYEE MASTER 2

(12) Bargaining Unit **01 POLICE MANAGEMENT** (13) Calendar **NORMAL** (14) Location Code **PD15** (15) FTE **1.00**

(16) Department Division **311500 POLICE-FIELD OPERATIONS** (18) Orig. Hire Date **10/08/1982** (19) Sen. Date **10 08 1982**

(20) Ethnic/Gender Code **BM** (21) Marital Status **M** (22) Effective Date **4/13/10** (23) Merit Date **12/31/2050** (24) Next Eval. Date **03 15 2010**

EMPPAY

(25) Reason Code **S** SALARY ADJUSTMENT (26) Assign. Status **I** FULL TIME BENEFIT (27) Pay Class **010**

(28) PCN **PD152320F** POLICE LT (29) Position Number **PD152320F** POLICE LIEUTENANT

(30) Salary Index **PLMS-T61A-07** (31) Pay Rate Monthly **13,384** Hourly **77.21538** (32) Distribution **311500**

(33) Reason For Separation  Resignation  Deceased  Retirement  Layoff  Dismissal  End of Temp. (34) Employee Services Were  Unsatisfactory  Standard  Below Standard  Outstanding (35) Recommendation For Rehire  Yes  No  Doubtful

PAYROLL USE ONLY

(36) Last Pay Date [REDACTED] FINANCE/PAYROLL

REMARKS: **SPECIAL SALARY ADJUSTMENT PURSUANT TO SETTLEMENT effective 4/13/10 mid pp.; used 4/2/10 pt**

Printed as of 06 08 2010 Additional Pay Code: **1735 PD MGMT ADV CERT**

SIGNATURES

Supervisor: [Signature] Date: 6/8/10  
Human Resources Director: [Signature] Date: 6/10/10  
Department Head: [Signature] Date: 6/10/10  
City Manager: [Signature] Date: 6/10/10