Date: 3/23/2000 Time: 1:55:40 PM

EXHIBIT "A"

NAME: R.W. Hoffman

MONTHLY PAY RATE: 4228.00

WAG: 7X-EXEMPT/28-DAY (2)

COMPENSATED HOURS: 216

SSA #: XXXXXXXXXXXX 3888888888835

INCENTIVE PAY (TYPE): $ 65 Physical Fitness - 75 Education $ 4368.00

CLASS TITLE: FIREFIGHTER

PAY PERIOD: May 1999

DATES INCLUSIVE: 5-2-99 TO 5-31-99, 19 99

POSITION #:

SHIFT SCHEDULE (PL1):

SHIFT HOURS: 0700 - 0700

DATE				2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31			TOTAL HOURS
HOURS WORKED	—	—	X	—	0	—	—	—	0	—	0	—	0	—	—	0	—	—	—	—	0	—	0	—	—	—	—	0	—	—	—	0	—	—	—	—	0
HOURS TAKEN	—	—	X	—	24	—	—	—	24	—	24	—	24	—	—	24	—	—	—	—	24	—	24	—	—	—	—	24	—	—	—	24	—	—	—	—	216 SL (W-L)
SHIFT DIFF. HRS.					0				0		0		0			0					0		0					0				0					0
					W-L				W-L		W-L		W-L			W-L					W-L		W-L					W-L				W-L					

HOURS REQUIRED (RH)	HOURS WORKED (HW)	1/2 OF HOURS (HR-212)	1 1/2 OF HOURS (HR-HW)	HOURS OF SHIFT DIFF. (HS [illegible] - 6 P.M. TO 6 A.M. [illegible])
216	0	4	0	0

$ 4368.00 x 12 / 13 = 4032.00 (a)
MONTHLY SALARY x MONTHS / WORK PERIODS = ADJ. MONTHLY SALARY

4032 (a) + — + — = $ 4032.00 (b)
ADJ. MONTHLY SALARY + INCENTIVE PAY + STIPEND = (a) MONTHLY RATE

$ 4032.00 (b) + $ 0 (c) / [illegible] = $ 20.22 (d)
MONTHLY RATE + SHIFT RATE / (216 x 12 / 13) = 1.0 RATE

$ 20.22 (d) x 1.5 = $ 30.33 (e)
1.0 RATE x 1.5 = FLSA OT 1.5 RATE

$ 20.22 x .5 = $ 10.11 (f)
1.0 RATE X .5 = FLSA OT .5 RATE

4 x $ 10.11 (f) = $ 40.44
.5 OT HOURS x FLSA .5 RATE = .5 COMP.

0 x $ 30.33 (e) = $ 0
1.5 OT HOURS x FLSA 1.5 RATE = 1.5 COMP

$ 40.44 + $ 0 + $ 0 = $ 40.44 (IF ELIGIBLE)
.5 COMP. + 1.5 COMP. + SH. SHIFT = TOTAL OT COMP.

Rate Computations

0 SHR Hours X 0.50 (Contract) = $ 0 SHR Rate (Regular)

0 SHIFT HOURS x 0.65 (current contract) = SHIFT RATE

0 x 0.65 = $ 0 (Weekend)

0 SHR Hours X $0.50 = $ 0 Gross SHR (Regular)

0 x .65 = $ 0 SHIFT HOURS x .65 = GROSS SHIFT (Weekend)

$ 0 Total Gross Shift

EMPLOYEE NAME

TIMEKEEPER'S SIGNATURE

SUPERVISOR'S SIGNATURE

NOTE: We do NOT receive payment for our 'Physical Fitness' and 'Education Incentive' every 28 days or thirteen (13) times each year. Therefore, these funds SHALL NOT be calculated (added) directly to of our 'ADJUSTED MONTHLY SALARY' (which falsely increases our HOURLY "1.0 Rate"). This method of calculation will then falsely increase the 'Overtime' hourly "1.5 Rate" and ".5 Rate" and results in an OVERPAYMENT for time worked in a given QUALIFYING 'overtime' period. As such, please also further investigate the minimum number of hours a Fire Fighter must work in a 28 DAY PERIOD. You will find there are thirteen (13) 212 hour periods each year which MUST BE MET before a fire fighter begins to work in a 'QUALIFYING' overtime period. As you well know, this 28 DAY time period is NOT the same as a CALANDER MONTH (refer to the Correctional Officer's Training Schedule). If you still feel I 'qualify' for the EXTRA .5 Rate time (4 hours) on this basis for the MONTH OF MAY, it is listed above as "IF ELIGIBLE" ONLY! I do NOT expect payment per ELI

The end result of FLSA and MOU Contract VIOLATIONS - Correcrtional Fire Captain since 7/1/1989

		13 Cycles/year	8 Shifts/Cycle		9 Shifts/Cycle	
Wages/Mo.	Wages/Yr.	28-Day Cycle	Hrs/Cycle. 1	Hrly Rate 1	Hrs/Cycle. 2	Hrly Rate 2
$ 7,800.00	$ 93,600.00	$ 7,200.00	192	$ 37.50	216	$ 33.33
			Overtime Rate:	$ 56.25	Overtime Rate:	$ 50.00
		First Overtime Shift:	20	$ 750.00	24	$ 1,200.00
			4	$ 225.00		
				$ 975.00		
		Add. Overtime Shifts:	24	$ 1,350.00	24	$ 1,200.00

Nine (9) 24-hr. Shifts/Mo. vs. nine (9) Shifts/28-Day Cycle - ONLY 108 shifts worked

		Unlawful Monthly Time Sheets	
		Time Sheets/FC	(X) 120 Pers.
First Day	7/1/1989	141	16,920
Contract Chg.	3/16/2002		

Hours CONTRACTED to work

Cycles/Yr.	13
Shifts/Cycle	9
Shifts/Yr.	117
Hrs./Yr.	**2808**
Hrs./ Mo.	**234**
Hrs./Cycle	**216**

Result of Monthly Time Sheets - Hours NOT worked

Mo./Year	12
Shifts/Mo.	9
Shifts/Yr.	108
Hrs./Yr.	**2592**
Hrs./NOT wrk	**216**
Hrs./ Mo.	**216**
ACCURATE Hrs./Cycle	**199.38**

RAISE due to hrs. NOT worked/cycle - Paid for: 216 **Yet Worked:** 199.38

RAISE:	**7.69%**

TOTAL Embezzled from 7/1/1989 to 3/16/2002

Hours NOT worked per YEAR from 7/1/1989 to 3/16/2002			
Hrs./Fire Capt.	(X) 120 Pers.	Duration (Yrs.)	Total Hrs.
216	25,920	12.72	329,575

Wages/Mo.	Wages/Yr.	28-Day Cycle	Hrs/Cycle. 2	Hrly Rate 2
$ 7,800.00	$ 93,600.00	$ 7,200.00	216	$ 33.33

Total Embezzled: $10,985,819 (Fined at three (3X) the amount)

FINED at three (3X) the amount): $32,957,457.53

FINES upon each time sheet as an INSTRUMENT

Unlawful Monthly Time Sheets		QUI TAM: Min vs. Max Fine	
# of Time Sheets	(X) 120 Pers.	*$5,500*	*$11,000*
141	16,920	$93,060,000	$186,120,000

Total MINIMAL FINE from 7/1/1989 to 3/16/2002: $126,017,457.53

Effective 3/17/2021 the following changes occurred:

RAISE: 12.50% REDUCED Shifts from nine (9)/cycle to only eight (8)/cycle for ALL personnel hired ON or BEFORE 3/16/2002)

[ALL NEW HIRE personnel MUST work ORIGINAL nine (9) Shifts per CYCLE]

		13 Cycles/year	8 Shifts/Cycle		9 Shifts/Cycle	
Wages/Mo.	Wages/Yr.	28-Day Cycle	Hrs/Cycle. 1	Hrly Rate 1	Hrs/Cycle. 2	Hrly Rate 2
$ 7,800.00	$ 93,600.00	$ 7,200.00	192	$ 37.50	216	$ 33.33
	RAISE:	12.50%	Overtime Rate:	$ 56.25	Overtime Rate:	$ 50.00

First Overtime Shift:	20	$ 750.00	24	$ 1,200.00
	4	$ 225.00		
		$ 975.00		
Add. Overtime Shifts:	24	$ 1,350.00	24	$ 1,200.00

TOTAL Embezzled from 3/17/2002 to 8/17/2021

Monthly Salary: $ 7,800.00

216	/Cycle is	234	hours/month	Hrly. Rate:	$ 33.33
192	/Cycle is	208	hours/month	Hrly. Rate:	$ 37.50

Divide MONTHLY SALARY by Hours 192 hours WORKED in a 28-Cycle - NOT 208/month!

192 hours/month Hrly. Rate: $ 40.63

When comparing the hours ALL fire Captains are to work 216 hrs/Cycle to be compliant

RAISE: 21.88% at $ 7.29 per hour for FREE!!!

Upon REDUCED Shifts from nine (9)/cycle to eight (8)/cycle
But the hourly rate is divided by the WRONG Factor!

Hours NOT worked per YEAR from 3/17/2002 to 8/17/2021			
Hrs./Fire Capt.	(X) 120 Pers.	Duration (Yrs.)	Total Hrs.
312	37,440	19.43	727,567

Wages/Mo.	Wages/Yr.	28-Day Cycle	Hrs/Cycle. 2	Hrly Rate 2
$ 7,800.00	$ 93,600.00	$ 7,200.00	216	$ 33.33

Total Embezzled: $24,252,230 (Fined at three (3X) the amount)

FINED at three (3X) the amount): $72,756,690.41

FINES upon each time sheet as an INSTRUMENT

Unlawful Monthly Time Sheets		QUI TAM: Min vs. Max Fine	
# of Time Sheets	(X) 120 Pers.	*$5,500*	*$11,000*
253	30,360	$166,980,000	$333,960,000

Total MINIMAL FINE this period (3/17/02 - 8/17/21): $239,736,690.41

Total MINIMAL FINE for the period (7/1/89 - 3/16/02): $126,017,457.53

Total MINIMAL FINE for the period (7/1/89 - 8/17/21): $365,754,147.95

Department of Corrections - OVERTIME - FELONY EMBEZZLEMENT

Please do COMPARE the EVIDENCE found in Article 11 on Page 85 and Page 86 as it refers to "OVERTIME" that is CORRECTLY CALCULATED AND ENFORCED upon ADHERENCE of all laws, rules, and regulations of the Fair Labor Standards Act (FLSA) below that clearly *EVIDENCES Article 17 is in DIRECT VIOLATION* thereof upon said language therein found on Page 170 and Page 171 in the:

***"AGREEMENT Between STATE OF CALIFORNIA AND CALIFORNIA CORRECTIONAL PEACE OFFICERS ASSOCIATION* - Covering BARGAINING UNIT 6 CORRECTIONS; July 3, 2013 Through July 2, 2015"**

[…and yet the CURRENT and ALL previous 'Memorandum of Understanding' (MOU)'s dating back to 2002 and earlier are NO longer available online for review!?!]

ARTICLE XI HOURS OF WORK AND OVERTIME

11.08 Overtime

A. Except for 7k exempt employees, any employee working more than forty (40) hours per week shall receive compensation at time and one-half.

B. 7k exempt employees:

> It is in the State's and Union's interest to offer a more efficient and streamlined scheduling model which comports with the State's monthly payroll system. Within sixty (60) days of Total Tentative Agreement, **the State and CCPOA will meet to complete the transition plan for applicable classifications *FROM A 28-DAY WORK PERIOD*** of 164 hours to a 7 day work period of 41 hours, which will be implemented by the beginning of February 2014.
>
> 2013 method
>
> Overtime is defined as any hours worked in excess of one hundred sixty-four (164) hours **in a twenty-eight (28) day work period.** Additionally, no employee shall be credited less than one hundred sixty-four (164) hours of time worked in any work period unless he or she was on an unpaid status, **during the work period** and then only the time on unpaid status shall be deducted from the one hundred sixty-four (164) hours.
>
> 2014 method
>
> Overtime is defined as any hours worked in excess of forty-one (41) hours in a seven (7) **day work period**. Additionally, no employee shall be credited less than forty-one (41) hours of time worked in any seven (7) **day work period** unless he or she was on an unpaid status, **during the work period** and then only the time on unpaid status shall be deducted from the forty-one (41) hours.

C. For the purposes of computing the number of hours worked, time when an employee is excused from work because of the use of any leave credits shall not be considered as time worked by the employee for the purposes of determining if overtime has been earned.

2013 method:

The *METHOD OF CALCULATING* the hourly overtime rate *shall be* based on the one hundred sixty four (164) hour work period according to the following formula:

MONTHLY SALARY* + monthly differentials (except shift differential received) x 12 = *ANNUAL SALARY DIVIDED BY 13 = SALARY PER 28-DAY WORK PERIOD. [Emphasis Added!]

Salary per *28-DAY WORK PERIOD + shift differential received in the work period DIVIDED BY* 164 hours *(HOURS WORKED IN 28 DAY WORK PERIOD) = HOURLY RATE OF PAY* x 1.5 = overtime hourly rate.

2014 method:

The *METHOD OF CALCULATING* the hourly overtime rate *shall be* based on the forty one (41) hour work period according to the following formula:

***MONTHLY SALARY* + monthly differentials (except shift differential received) x 12 = *ANNUAL SALARY DIVIDED BY 52 = SALARY PER 7 DAY WORK PERIOD*.**

***SALARY* per 7 day work period + shift differential received *in the WORK PERIOD DIVIDED* by 41 hours *(HOURS WORKED IN 7 DAY WORK PERIOD) = HOURLY RATE OF PAY* x 1.5 = overtime hourly rate.**

D. There shall be no change in the current hourly rate formula used to calculate overtime for non-7k exempt employees.

E. An employee who is required by the supervisor to conduct business telephone calls outside his or her work hours of more than seven and one-half (7½) minutes will receive credit for time worked. This section does not apply when a business call results in a call back to work.

Department of Corrections - OVERTIME - FELONY EMBEZZLEMENT

17.02 Fire Captain Hours of Work and Compensation

A. **The regular work schedule for full-time 7K exempt Fire Captains on twenty-four (24) hour shifts employed by CDCR as of March 17, 2002, shall be one hundred and ninety-two (192) hours in a twenty-eight (28) day work period beginning March 18, 2002.**

B. The regular work schedule for full-time 7K exempt Fire Captains on twenty-four (24) hour shifts hired by CDCR beginning on or after March 18, 2002, shall be **two hundred sixteen (216) hours in a twenty-eight (28) day work period** ***[IDENTICAL LANGUAGE OF ALL PREVIOUS MOU'S SINCE 1989]*** beginning March 18, 2002. These Fire Captains' monthly salary includes the straight time portion of overtime worked between two hundred and twelve (212) and two hundred and sixteen (216) for each work period. These Fire Captains will also receive a supplemental warrant for the remaining half-time due for overtime worked between two hundred and twelve (212) and two hundred and sixteen (216) hours for each work period.

C. Overtime shall be calculated at the end of each twenty-eight (28) day work period, the first of which shall begin at 0800 hours on March 18, 2002. Base pay and any applicable salary differentials shall continue to be paid on a pay period basis.

D. In accordance with MOU Section 17.07, each institution shall develop a Fire Captain schedule which reflects the 7K exemption provided under the Fair Labor Standards Act, except SATF, SVSP, and Lancaster. Each Fire Captain will be notified by his or her institution that he/she has been placed in the 7K exemption waiver. Fire Captain employees will not be moved in and out of the 7K exemption waiver to avoid overtime payment.

E. All full-time 7K exempt Fire Captains **employed by CDCR as of March 18, 2002, shall be normally scheduled eight (8) twenty-four (24) hour shifts *PER WORK PERIOD* beginning March 18, 2002**, except Fire Captains at SATF, SVSP, and Lancaster.
All full-time 7K exempt Fire Captains **hired by CDCR beginning on or after March 18, 2002, shall normally be scheduled nine (9) twenty-four (24) hour shifts *PER WORK PERIOD*, *[as AGREED since 1989 MOU!]*** except at SATF, SVSP, and Lancaster. The Fire Captains at SATF, SVSP, and Lancaster shall be 7K exempt per Section 11.11.

F. The method of calculating the hourly wage for twenty-four (24) hour shift Fire Captains is as follows:

1) **Base salary per month ÷ 192 or 216** hours **depending on the employee's date of hire** = straight time hourly rate of pay
2) Straight time hourly rate x 1.5 = overtime hourly rate of pay
3) Straight time hourly rate ÷ 2 = half-time rate of pay

Note: Appropriate premium/supplemental pay shall be included in the above formula to determine FLSA overtime rates.

WTF!?! HERE WE GO YET AGAIN!!! THESE ARE THE *NUMBER OF HOURS REQUIRED TO WORK* IN A FOUR (4) WEEK / *28-DAY FLSA WORK PERIOD!* THERE ARE 52 WEEKS PER YEAR AND THEREFORE FOUR AND ONE THIRD (4 1/3) WEEKS PER MONTH! *THE DIVIDING FACTOR IS AGAIN MISCALCULATED TO PRODUCE A HIGHER HOURLY RATE OF PAY THAN ACTUAL* AS BOTH DIVIDING FACTORS MATHEMATICALLY ARE PROVEN INACCURATE AS STATED ABOVE TO YIELD AN EVEN HIGHER THAN DESERVED RATE OF PAY *TO INVISIBLY "RAPE ALL STATE AND FEDERAL TAXPAYERS"* INSTEAD OF THE MANDATED ACCURATE:

***BASE SALARY PER MONTH DIVIDED BY* 208 OR LAWFUL 234 ONLY!!!**

WHO ARE THESE (ALLEGED) BEAN COUNTERS IN SACRAMENTO WHO MISSED THIS ANYWAY?

Department of Corrections - OVERTIME - FELONY EMBEZZLEMENT

THEY MUST HAVE ATTENDED THE CAL FIRE ACADEMY IN IONE TO LEARN BASIC MATH!!! BRING IT ON CALIFORNIA'S BEST 'APPOINTED' FELONS!!!

THIS IS AN INVISIBLE *'RAPE' TO STATE AND FEDERAL TAXPAYERS* WHEN CALCULATING OVER-TIME ABOVE 212 HOURS IN A MAXIMUM 28-DAY FLSA CYLCE IN THE CALCULATED *ADMISSIBLE EVIDENCED FELONY EMBEZZLEMENT* upon the *PURPOSELY MANIPULATED EXTORTION* PER:

> **Upon assignment of the NEW AND IMPROVED 104 REDUCED ANNUAL twenty-four (24) hour shifts vs. the CONTINUOUS 1989 CONTRACT LANGUAGE MANDATORY 117 ANNUAL twenty-four (24) hour shifts resulted in THE INSTANT 12.5% PAY RAISE PER HOUR WITH AN ADDITIONAL 312 HOURS OF LEAVE TIME ADDED TO ONE'S VACTION, HOLIDAY, AND SICK LEAVE TIME BANK! *…FOR FREE!!!***

But now that the DIVISION FACTOR to calculate the HOURLY RATE is the MONTHLY SALARY divided by the NUMBER OF HOURS ASSIGNED IN A TWENTY-EIGHT (28) DAY CYCLE therefor increases the HOURLY RATE OF PAY TO PAY OVERTIME [IN WHICH THE FIRST THIRTEEN (13) SHIFTS ARE REQUIRE TO BE PAID BACK] IS NOW *ILLEGALLY CALCULATED* AT THE HIGHER RATE OF PAY PER HOUR that RESULTS IN *17.95% PAY RAISE* UPON OVERTIME THAT *SHOULD NOT EVER BE PAID EVER! …FOR THE MONEY! MONEY!! MONEY!!!*

…AS THE FIRST 312 HOURS IS OWED BACK TO BOTH THE CALIFORNIA AND FEDERAL TAXPAYERS!!! …YET IS INSTEAD ADDED AS HIDDEN LEAVE TIME!

THIS THEREFOR MAKES LITERALLY EVERY PAYROLL SHEET COMPLETED AND SUBMITTED AS AN OFFICIAL TIME KEEPING RECORD BY EACH AND EVERY OF THE 118 CORRECTIONAL FIRE CAPTAIN ASSIGNED THE STATE OF CALIFORNIA AS AN ADMISSIBLE EVIDENCED FALSE CLAIM AGAINST BOTH THE STATE OF CALIFORNIA AND THE FEDERAL GOVERNMENT AT AN ESTIMATED *37,262 FALSE CLAIMS TIMES $20,000.00 EACH FILED AGAINST ALL U.S. TAXPAYER VICTIMS THRU 5/13/16!*

CURRENT QUI TAM CASE LIABILITY to *'MAFIA' CCPOA*: $886,491,345.70!

…INCREASING AT THE MERE RATE OF ONLY $19,885.78 PER DAY!!!

WHO DO THEY THINK THEY ARE FOOLING!?! YOU!?! YEAH! …SO FAR!!!

AM I THE ONLY ONE WHO SEES A PROBLEM HERE!?!