

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE
Nashville Division**

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ROSANN M. WILKS, et al.)	
)	
Plaintiffs,)	Civil Action: 3-02-0837
)	
v.)	JUDGE TRAUGER
)	
THE PEP BOYS)	
)	
Defendant.)	
<hr/>)	
SHAWN T. ALLEN, et al.)	
)	
Plaintiffs,)	Civil Action: 3-03-1241
)	
v.)	JUDGE TRAUGER
)	
THE PEP BOYS)	
)	
Defendant.)	
<hr/>)	

COMPROMISE SETTLEMENT AGREEMENT

This Compromise Settlement Agreement (“Agreement”) is made and entered into by and among the Plaintiffs identified on Exhibit A attached hereto, all of whom have timely consented to be party Plaintiffs in either of the above-captioned cases,¹ and Defendant, The Pep Boys (hereinafter referred to as “Defendant” or “Company”), and is based on the following:

I. RECITALS

1.1 Plaintiffs are individuals employed or formerly employed by the Company who work or worked in one or more of Defendant’s retail locations. For the purpose of this

¹ For purposes of this Agreement, the above-captioned cases are consolidated and will be referred to herein as the “instant actions.” Attached hereto as Exhibit A is a list of all remaining Plaintiffs who have timely consented to be party Plaintiffs in either of the instant actions; these remaining Plaintiffs have not been dismissed from either of the instant actions and have not previously settled their claims in this action. .

Agreement, unless otherwise specified, the term “Plaintiff” or “Plaintiffs” refers to those individuals identified in the attached Exhibit A.

1.2 Plaintiffs have made certain allegations and accusations concerning their employment with the Company regarding an asserted failure to pay overtime compensation properly and other alleged deficiencies under the Fair Labor Standards Act (“FLSA”), 29 U.S.C. § 201 *et seq.*, all of which the Company has from the outset denied and currently denies.

1.3 The parties and their counsel have considered that the interests of all concerned are best served by compromise, settlement and dismissal of the instant actions, with prejudice, and have concluded that the terms of this Agreement are fair, reasonable, adequate, and in the parties’ mutual best interests.

1.4 The parties participated in settlement discussions and, as a result of these settlement discussions, have agreed to settle the issues, matters and things in dispute between and among them pursuant to the terms of this Agreement.

II. COMPROMISE ACKNOWLEDGEMENT

2.1 Plaintiffs acknowledge and agree that this Agreement and the consideration provided herein have been and are made and received solely on the basis of a compromise of disputed claims, and this Agreement is not, and is not to be construed as, an admission by the Company of any liability whatsoever, nor is it, nor shall it be construed as, an admission of any act or fact whatsoever, including any violation of federal, state, local or common law, statute, ordinance directive, regulation or order (including executive orders).

2.2 The parties have conducted discovery and independent investigations of the facts and law during this litigation, including, among other things, depositions of certain Plaintiffs, service of interrogatories and analysis of the responses thereto, and numerous interviews of current and former Company employees. Counsel have further analyzed the applicable law as applied to the facts discovered regarding the allegations of Plaintiffs, the Company’s defenses thereto, and the damages claimed by Plaintiffs.

2.3 The Plaintiffs and Plaintiffs' counsel believe that the claims asserted in the instant actions have merit. However, Plaintiffs' counsel recognize and acknowledge the expense and length of continued proceedings necessary to prosecute the litigation against the Company through trial and possible appeals. Plaintiffs' counsel have also taken into account the uncertain outcome and the risk of any litigation, as well as the difficulties and delays inherent in such litigation and the likelihood of protracted appellate review. As a consequence of their investigation and analyses, Plaintiffs' counsel have engaged in intensive arm's length negotiations with counsel for the Company with a view to achieving settlement. The Plaintiffs and Plaintiffs' counsel believe that the settlement reached confers substantial benefits upon the Plaintiffs and that the settlement is fair, reasonable, adequate, in accordance with the law, and in the best interests of the Plaintiffs.

2.4 The Company and its counsel believe that the claims asserted in the instant actions are without merit. Thus, the Company has denied and continues to deny Plaintiffs' claims, and has denied and continues to deny all charges of wrongdoing or liability against it. Although the Company has vigorously contested the allegations in the litigation to date and denies that it committed any wrongful action or violation of law, it believes nonetheless that further litigation with respect to the Plaintiffs who are parties to this Agreement would be protracted, expensive, and contrary to its best interests. Substantial amounts of time, energy, and other resources have been and, absent settlement, will continue to be devoted to the Company's defense against the claims asserted by Plaintiffs. In light of these realities, the Company believes that settlement is the best way to resolve the disputes among the parties while minimizing its own further expenditures.

2.5 The parties acknowledge that factual and legal issues have not yet been resolved as to the applicability of the exemption for commissioned salespersons under 29 U.S.C. § 207(i). Specifically, if this case were to be litigated to a conclusion, issues would need to be resolved about the proportionality between the amounts paid to the flat rate mechanics/technicians and the amounts paid by customers to qualify for the exemption under 29 U.S.C. § 207(i), and in

deciding these issues, whether proportionality actually existed in the compensation paid to the plaintiffs. These issues are disputed by the parties and no final determinations have been made by the Court with respect to the plaintiffs.

2.6 The settlement will not be deemed to be a concession or admission by Defendant of any violation of federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity and will not be used in any proceeding other than the proceedings under or to interpret or enforce this Agreement. Defendant's agreement to collective treatment under the FLSA of the Plaintiffs will not be deemed to be an admission or concession by it that class or collective treatment is appropriate in this or any other action.

2.7 Plaintiffs' counsel have made an independent arms length determination that settlement and dismissal of the claims of the Plaintiffs is appropriate under the circumstances of this case.

2.8 The parties, through their counsel, hereby seek judicial approval of their compromise and the resolution of the dispute between Defendant and Plaintiffs. In the event the proposed settlement contained in this Agreement does not become effective in accordance with the terms hereof, is not finally approved, is terminated, cancelled or fails to become effective for any reason, this Agreement will no longer have any effect and the parties will revert to their respective positions as of the date and time immediately prior to the execution of this Agreement.

2.9 Those Plaintiffs listed in the attached Exhibit A who signed a Mutual Agreement to Arbitrate Claims (a "MAAC"), including all claims that could have been brought against Defendant through arbitration proceedings, were not dismissed from the case nor were they covered by the prior partial settlement in the *Wilks* case because they worked as flat rate mechanics and/or technicians, and this settlement fully resolves any and all of their claims.

III. PAYMENT AND DISTRIBUTION

3.1 In consideration for the terms, conditions and undertakings by or relating to Plaintiffs in this Agreement and the mutual promises and covenants contained herein, Defendant will pay Plaintiffs and their attorneys in the instant actions the gross amount of One Million

Eight Hundred and Twenty Five Thousand Dollars (\$1,825,000). This is an amount agreed to among the parties to compromise, settle and satisfy the disputed claims of Plaintiffs and may represent claims for back wages, liquidated damages, interest, costs, and attorneys' fees necessary to the pursuit and administration of the instant actions and their settlement, lost opportunity or similar damage or expense claims, all of which Defendants dispute. Of this amount, and subject to the Court's approval, \$798,000 will be paid to the attorneys for the Plaintiffs in full and complete settlement of all claims for fees and costs associated with the remaining claims brought in the instant actions. The parties agree that \$798,000 is a fair and reasonable amount for plaintiffs' attorneys' fees related to the plaintiffs' claims in the instant actions.

3.2 Pursuant to this Agreement and an Order of the Court approving the settlement, Plaintiffs' counsel will establish and administer a Qualified Settlement Fund (a "QSF") within the meaning of Section 468B of the Internal Revenue Code, which shall be used solely for the purpose of funding and distributing the settlement proceeds hereunder and for the purpose of reporting to federal, state and local governmental tax authorities. Within thirty five (35) days of the date that the Court enters an order finally approving this Agreement, the Company shall pay the gross amount of One Million Eight Hundred and Twenty Five Thousand dollars (\$1,825,000) by wire transfer to the QSF. If an appeal is filed challenging the approval by the District Court of this settlement, then the payment of the settlement proceeds shall not be made until such appeal has been resolved conclusively and the approval of the settlement is final in all respects.

3.3 Plaintiffs' counsel will be responsible for the distribution from the QSF to each eligible Plaintiff listed on Exhibit A his/her respective share of the amounts of monies defined in paragraph 3.1 above, in accordance with the Consent/Retainer Agreement previously executed by each of the Plaintiffs pursuant to the formula set forth in this paragraph 3.3, and for withholding from the distributions, reporting to federal, state and local taxing authorities and remitting to the appropriate federal, state and local taxing authorities all taxes required by law. With the exceptions noted below, the payment distribution formula is based on the number of

weeks that a Plaintiff worked as a flat rate employee for the Company during the eligibility period under the FLSA statute of limitations. Each eligible week that a Plaintiff worked in a flat rate position will be credited with one point. In recognition of the additional risks and costs of arbitration, each week that each MAAC signer Plaintiff in *Allen* worked in a flat rate position, they will receive a half point. Then, the total amount of points for each individual will be divided into the total amount of points for all eligible Plaintiffs to determine the percentage share of the settlement award that the individual will receive. For Plaintiffs in the *Allen* action, the distribution will be based on each Plaintiff's responses to a questionnaire regarding alleged work performed off-the-clock during the period covering the FLSA statute of limitations and their employment dates and other information. Certain lead Plaintiffs, as well as Plaintiffs who were deposed or who provided information or assistance in the prosecution of the claims will receive greater amounts than the other plaintiffs in the *Wilks* and *Allen* actions. In addition, because the Plaintiffs in the *Wilks* action were compelled to answer interrogatories, they will receive slightly greater sums than the Plaintiffs in the *Allen* action. Any additional amounts to be paid to Plaintiffs who were deposed or compelled to answer interrogatories will be reasonably commensurate with the effort entailed. Plaintiffs and their counsel will be solely responsible for the allocations among Plaintiffs, the withholding and remittance of taxes, the reporting to tax authorities of the amounts paid and the distribution of funds.

3.4 Plaintiffs' counsel will be responsible for preparing and distributing IRS Form W-2s and Miscellaneous Income Form 1099s to the Plaintiffs reflecting the amount of settlement monies distributed to each Plaintiff. Defendant will be responsible for paying into the QSF an additional amount to fund the employer's share of the applicable FICA, SUTA and FUTA contributions for each Plaintiff based on the actual distributions to such persons, as reflected in documentation to be provided by Plaintiffs' attorneys. Defendant will provide plaintiffs' counsel with the last known address, social security number and withholding exemptions claimed for each Plaintiff who will receive a settlement payment pursuant to this Settlement Agreement. The

parties recognize that one-half (1/2) of the payments made to Plaintiffs will be allocated to liquidated damages and one-half (1/2) will be allocated to back wages.

3.5 Within thirty (30) days of making a payment to a Plaintiff, Plaintiffs' counsel will notify Defendant of the amount of such payment, provide Defendant with a copy of the checks sent to the Plaintiff, and provide Defendant with information regarding the identity of the Plaintiff to whom such payment was made including, but not limited to, the Plaintiff's name, address and social security number.

3.6 Two years after the date that the Court has issued final approval of this Agreement pursuant to the above paragraph 3.2, the amount of any unclaimed settlement monies will be distributed in the order of preference as follows: (1) any amounts remaining shall be first used to offset administrative costs paid to any third parties for administration of the settlement; (2) any remaining amounts thereafter shall be used to reimburse Defendant for the amounts it paid in FICA contributions up to the actual amount it paid in FICA contributions relating to the payments to Plaintiffs under this Agreement; and (3) any amounts remaining thereafter shall be distributed pro-rata according to the original distribution formula, to the Plaintiffs who have cashed their settlement checks.

3.7 Defendant has neither control over, nor obligations to distribute the settlement funds and, accordingly, is not responsible for such distribution. Plaintiffs and their counsel will defend, release and hold Defendant harmless from any and all claims or causes of action, including, but not limited to, claims relating to errors or omissions in the preparation of W-2 Forms, claims relating to errors in the calculation of FICA payments, costs and attorneys' fees, arising from the distribution of settlement funds.

3.8 Plaintiffs' counsel will make a good faith, diligent effort to distribute the payments referenced herein to each Plaintiff who is a party to this Agreement in accordance herewith.

IV. RELEASE

4.1 Plaintiffs, for themselves, and their spouses and families, attorneys, agents, executors, administrators, personal representatives, heirs, successors, any future estates, assigns and beneficiaries, and any and all of them (collectively, the “Releasers”), voluntarily and with the advice of counsel, fully and forever release, acquit, and discharge the Defendant, its present or former officers, directors, subsidiaries, affiliates, partners, employees, agents, attorneys, accountants, executors, administrators, personal representatives, heirs, successors and assigns, and any or all of them and all persons acting by, through, under, or in concert with any of them (collectively, the “Releasees”), in their personal, individual, official and/or corporate capacities, from any and all FLSA and state wage and hour and retaliation claims, whether known or unknown, whether contingent or non-contingent, specifically asserted or not, which the Releasers, or any of them, may assert anywhere in the world against the Releasees, or any of them, relating to FLSA violations or similar wage and hour claims under state law arising up to and including the date of approval of this Settlement by the Court for the time period Plaintiffs worked for Defendant. This release does not extend to claims for workers’ compensation, claims brought under Title VII of the Civil Rights Act of 1964 (“Title VII”) or other statutory or common law claims unrelated to the asserted nonpayment of compensation for hours worked.

4.2 Upon the negotiation or endorsement of a settlement check, each Plaintiff shall be deemed to, and shall have, released and discharged the Defendant with respect to all released claims as set forth in Paragraph 4.1 above, in accordance with a provision to be placed on the reverse of each settlement check with regard to the endorsement. In addition, Plaintiffs’ counsel’s execution of this Agreement, when approved by the Court, and such approval has become final, shall fully effectuate the release provisions of Paragraph 4.1 above to which each Plaintiff is bound regardless of whether such Plaintiff negotiates a settlement check.

4.3 All Plaintiffs shall be deemed to and shall have waived, released, discharged and dismissed all released claims as set forth in Paragraph 4.1 above, with full knowledge of any and

all rights they may have, and they hereby assume the risk of any mistake in fact in connection with the true facts involved, or with regard to any facts which are now unknown to them.

V. DISMISSAL OF ACTION

5.1 Plaintiffs agree to dismissal of the instant actions against Defendant, with prejudice, in accordance with the attached Agreed Order of Dismissal with Prejudice.

5.2 Plaintiffs accept the benefits provided herein as consideration in full and complete satisfaction and release of claims asserted in this action and/or covered in this Agreement. Based on the provisions contained herein, Plaintiffs agree that this action shall be dismissed with prejudice with respect to their claims based upon entry of the Agreed Order of Dismissal with Prejudice attached hereto.

VI. RETALIATION

6.1 The Company agrees not to retaliate against any Plaintiff employed by the Company for pursuing claims in this action, providing testimony in this action, or for otherwise participating in this action.

VII. RESOLUTION OF FUTURE DISPUTES

7.1 Plaintiffs confirm that, other than the instant actions, there is no claim, charge, complaint, or action currently pending by them against Defendant that includes wage and hour claims or allegations relating to retaliation for wage and hour claims. In the event that any such claim, charge, complaint or action is filed, Plaintiffs shall not be entitled to recover any damages or other relief therefrom, including costs and attorneys' fees. This Compromise Settlement Agreement is intended to resolve all wage and hour related issues, known or unknown, pled or otherwise, as of the date of this Agreement. Since all claims of the Plaintiffs who are parties to this Agreement are to be dismissed with prejudice, and to the extent ethically permissible, it is agreed that the Plaintiffs and their counsel will not bring any other claim or action against Defendant based on any claim intended to be released by this Agreement.

7.2 The United States District Court for the Middle District of Tennessee shall have continuing jurisdiction to construe, interpret and enforce the provisions of this Agreement, and to

hear and adjudicate any dispute or litigation arising from this Agreement or the issues of law and facts asserted in or related to the instant actions.

VIII. DOCUMENTS

8.1 To preserve the private and confidential information related to an individual's personal compensation, and the Company's legitimate protected and private information, counsel for the Parties shall, at the expiration of the two (2) year period referred to in paragraph 3.6, destroy or return to each other all documents and information produced related to payroll information with respect to the Plaintiffs.

IX. PARTIES' AUTHORITY

9.1 The signatories hereby represent that they are fully authorized to enter into this Agreement and to bind the parties hereto to the terms and conditions hereof.

9.2 All of the parties acknowledge that they have been represented by competent, experienced counsel throughout all negotiations which preceded the execution of this Agreement, and this Agreement is made with the consent and advice of counsel who have jointly prepared this Agreement.

X. MUTUAL FULL COOPERATION

10.1 The parties agree to use their best efforts and to fully cooperate with each other to accomplish the terms of this Agreement, including but not limited to, execution of such documents and to take such other action as may reasonably be necessary to implement and effectuate the terms of this Agreement.

XI. ENFORCEMENT ACTIONS

11.1 In the event that one or more of the parties to this Agreement institutes any legal action, arbitration, or other proceeding against any other party or parties to enforce the provisions of this Agreement, the successful party or parties shall be entitled to recover from the unsuccessful party or parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

XII. NOTICES

12.1 Unless otherwise specifically provided herein, all notices, demands or other communications given hereunder shall be in writing and shall be deemed to have been duly given as of the third business day after mailing by United States registered or certified mail, return receipt requested, addressed as follows:

To the Plaintiffs and MAAC signers:

Gregory K. McGillivary
Woodley & McGillivary
1125 15th Street N.W.
Suite 400
Washington, DC 20005

To the Defendant:

Michael L. Banks
Morgan, Lewis & Bockius LLP
1701 Market Street
Philadelphia, PA 19103

XIII. MODIFICATION

13.1 This Agreement and its attachments may not be changed, altered, or modified, except in writing and signed by the parties hereto, and approved by the Court.

XIV. ENTIRE AGREEMENT

14.1 This Agreement and its attachments constitute the entire agreement between the parties concerning the subject matter hereof. No extrinsic oral or written representations or terms shall modify, vary or contradict the terms of this Agreement. In the event of any conflict between this Agreement and any other settlement-related document, the parties intend that this Agreement shall be controlling.

XV. CHOICE OF LAW/JURISDICTION

15.1 This Agreement shall be subject to, governed by, construed, enforced, and administered in accordance with the laws of the State of Tennessee, both in its procedural and substantive aspects, and shall be subject to the continuing jurisdiction of the United States District Court for the Middle District of Tennessee. This Agreement shall be construed as a

whole according to its fair meaning and intent, and not strictly for or against any party, regardless of who drafted or who was principally responsible for drafting this Agreement or any specific term or condition thereof.

XVI. COUNTERPARTS

16.1 This Agreement may be executed in counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Agreement, which shall be binding upon and effective as to all Parties.

XVII. CONFIDENTIALITY AND PUBLIC COMMENT

17.1 Plaintiffs and their counsel further agree that they will not publicize the terms of this Agreement, the negotiations with respect thereto, or other matters relating to the instant actions, either directly or indirectly, that is, through agents, attorneys, or accountants, or any other person or entity, either in specific or as to general content. Notwithstanding the foregoing, the Plaintiffs may disclose information concerning payments made to them to members of their immediate families, and Plaintiffs' counsel may disclose information concerning this Agreement to their employees and agents to the extent necessary to effectuate the terms of the Agreement. Plaintiffs and their counsel may also disclose information concerning this Agreement to their respective counsel and tax advisors who have first agreed to keep said information confidential and to not disclose it to others. The foregoing shall not prohibit or restrict such disclosure as is required by law or as may be necessary for the prosecution of claims relating to the performance or enforcement of this Agreement, or prohibit or restrict the Plaintiffs and their counsel from responding to any inquiry about this settlement or its underlying facts and circumstances from any governmental agency.

17.2 The parties and/or their counsel shall refrain from any public comment about this settlement other than to note that the settlement resolved a wage and hour dispute between Defendant and certain current and former employees. If the parties and/or their counsel are

contacted by the media, they will merely inform them that the case has been amicably resolved, and refer them to the public filings.

XVIII. VOIDING THE AGREEMENT

18.1 In the event this Agreement, or any amended version agreed upon by the parties does not obtain judicial approval for any reason, this Agreement shall be null and void in its entirety, unless expressly agreed in writing by all parties.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement as of the date indicated below:

Dated: November 4, 2008

WOODLEY & MCGILLIVARY

By: /s/Gregory K. McGillivary
Gregory K. McGillivary

1125 15th Street N.W.
Suite 400
Washington, D.C. 20005

CHARLES P. YEZBAK

By: /s/ Charles P. Yezbak
Charles P. Yezbak

2002 Richard Jones Road
Suite B-200
Nashville, TN 37215

Counsel for Plaintiffs

Dated: November 4., 2008

MORGAN, LEWIS & BOCKIUS LLP

By: /s/ Michael L. Banks
Michael L. Banks

1701 Market Street
Philadelphia, PA 19103
Phone: (215) 963-5387
Fax: (215) 963-5001

WIMBERLY LAWSON SEALE WRIGHT & DAVES,
PLLC

Mark C. Travis (Bar No. 011165)
Michael W. Jones (Bar No. 021294)

200 Fourth Avenue, North, Suite 900
Nashville, TN 37219
(615) 727-1000 (Telephone)
(615) 727-1001 (Facsimile)

Counsel for Defendant

CERTIFICATE OF SERVICE

I certify that the parties' Compromise Settlement Agreement and Agreed Order of Dismissal with Prejudice was served on November 4, 2008 via electronic service to defendant's counsel of record:

Michael L. Banks
Morgan Lewis & Bockius LLP
1701 Market St.
Philadelphia, PA 19103

Mark C. Travis
Michael W. Jones
Wimberly Lawson Seal Wright & Daves, PLLC
200 4th Avenue, North
Suite 900
Noel Building
Nashville, Tennessee 37219

/s Gregory K. McGillivary
Gregory K. McGillivary

Exhibit A

- 1 Richard Abelar
- 2 Calixton E Aburto
- 3 Darl L Adams
- 4 Masood Ahmed
- 5 Gary W. Akers
- 6 Adrian Alanis
- 7 Jonathan Edward Writt Allen
- 8 Antonio O. Alvarado Ramos
- 9 John D. Anderson
- 10 Fred L. Apodaca
- 11 Sean Armetta
- 12 Fidel Arroyo
- 13 Fitzroy Asgill
- 14 Rafael L. Atilano Jr.
- 15 Scott R Audet
- 16 Federico E. Aviles
- 17 Victor Baez
- 18 Debra K. Bailey
- 19 Dersiree Baker-Aken
- 20 Dennis Barker
- 21 Roslyn Barone
- 22 Anthony A Baskakow Jr
- 23 Alan J. Beam
- 24 Julio A. Benavides
- 25 Victor Benson
- 26 Kambiz Berenji
- 27 Joseph M Betancourt
- 28 Claude C Blackwell
- 29 Kevin Bond
- 30 Stephen L. Bovee
- 31 Kent J. Bowen
- 32 William J Bradley
- 33 David D Bradshaw
- 34 Richard C. Brendlen
- 35 Che Brown
- 36 Dennis L. Brown
- 37 Lyndell A Brown
- 38 Cleveland Brown III
- 39 Alexander J. Bubenos
- 40 Robert G. Buckalew
- 41 Chad J Buri
- 42 Gabriel C. Butler
- 43 James Bybee
- 44 Mekia Cade

45 Earl B. Caesar
46 Juan A. Cardenas
47 Jesse Carmouche
48 Michael D. Carver
49 Frank H Castanon
50 Gilbert Ceballos
51 Fred Ceruti
52 Douglas Ray Chadwell
53 Wellington Challenger
54 Darrel F Chambless
55 John F. Chatman
56 Jose H Chavez
57 Frank S. Clyne
58 Allandus Coates
59 Randy Coburn
60 Ronald A. Cole
61 William Cole
62 Danny E Cook
63 Jerry G Copley
64 John William Cruz
65 Clorissa Curtis
66 Kevin Cynova
67 Anthony De Joseph III
68 John R. Deeley
69 Armando DeLeon
70 Hernek S. Dhaliwal
71 Carlos Dias
72 Joseph Duddue
73 William M Dunn
74 Steve Early
75 Charles G. Elliott
76 Nicole Louise Erving
77 Russell A. Farley
78 Kevin Richard Ferguson
79 Filipe A. Fernandes
80 Emilio Fernandez
81 Ernesto Ferrer
82 Felix Ferrer
83 Michael C. Ficco
84 Charles Fields
85 Jason Figueroa
86 Rodrigo Flores
87 Chesley Ray Foley
88 Elizabeth M. Foote (Roseboom)
89 Wally L. Frederick
90 Joseph Freeman

- 91 Michael Fretwell
- 92 Valentino Gallardo
- 93 Alphonse Gallo
- 94 Charles Gates
- 95 Derrick Gaulin
- 96 Mike Gauman
- 97 Daniel J. Gentile
- 98 Donald R. Gillett
- 99 Pierre J. Givensur
- 100 William Golden
- 101 Antonio Gonzalez
- 102 Daniel Gonzalez
- 103 Doug Gonzalez
- 104 Rommel Gonzalez
- 105 Jose' Manuel Guerrero
- 106 Angel Guzman
- 107 Wavaney Hamilton
- 108 David Harrell
- 109 Winston G. Harris
- 110 Dusty Hassell
- 111 Harold Hay
- 112 Jose Hernandez
- 113 John Hill
- 114 Bryan E. Hinkle
- 115 Raul Hinojosa
- 116 Patrick D. Hoban
- 117 Anthony Hobson
- 118 Eddie Hodge
- 119 Alexander Hood
- 120 Azad Hosein
- 121 Kevin C. Howard
- 122 Reinaldo Irizarry
- 123 Tiffany D. Jackson
- 124 Juan J. Jaramillo
- 125 Adam O. Jauregui
- 126 Steven Jenkins
- 127 Joseph A. Jimenez
- 128 Gilbert Johnson
- 129 Joyce L. Johnson
- 130 Kevin L. Johnson
- 131 Kiarah Johnson
- 132 Norman Lee Johnson, Sr.
- 133 James Jones
- 134 Ronald Jones
- 135 Weldon Keith Jones
- 136 Paul A. Kacer

137 Thomas C. Kahle
138 Timothy D. Keels
139 Robbie Kelterer
140 Albert Khoury
141 Albert G. Khoury
142 Braden L. King
143 Danny Klah
144 Alfred Kornberger
145 Michael N. Kowalski
146 Lance Krumnow
147 Richard Thomas Kuhn
148 Robert B. Lamb
149 Kenan Lata
150 Troy M. Lehman
151 Jason M. Leslie
152 Anthony M. Letkomiller
153 Justin Leuschen
154 Lamarr D. Lewis
155 Joel R. Liebeskind
156 Celso Lorenzo
157 Fred Love
158 Jose Lozano
159 Marco A. Lozano
160 Pedro R. Lozano
161 William B. Luhrell
162 Gerald W. Lyon
163 Emma Madrigal
164 Edward J. Mahoney
165 Edward D Major
166 Sean Marble
167 Ruben Marquez
168 Jonathan Marshall
169 Brent J. Martin
170 Amado Martinez
171 Javier G. Martinez
172 Forrest Mashaw
173 Lisa A. McCarty
174 Alex Megariz, Jr.
175 Jerry L. Melton
176 Jesus Theodore Mendoza
177 Carl Merenda
178 Jaime Merjil
179 Albert W Miller
180 Jessica M. Miller
181 Kenneth E. Minnick
182 Nicolae Mitrica

183 Clarence Mixon
184 Wilmon Monman
185 Cheryl Montgomery
186 Charles D. Morgan
187 Milton R Morse
188 Richard A. Mularz
189 Mario A. Munoz
190 Horacio Muro
191 Carlos Muscat
192 James G Myers
193 Daniel A. Nadal
194 Jeffrey Nall
195 Ivan Nazario Ramirez
196 Jason Nelson
197 Jonathan Nero
198 Quan Van Nguyen
199 Marvin Nibblett
200 Rafael L. Nieves
201 Samuel Nigaglioni Perez
202 Kenneth E Nordberg
203 Lamont Norman
204 Jennifer Norris
205 Diana Nowicki
206 William O'Brien
207 Arcadio Ochoa
208 Timothy R. O'Connor
209 Earl L Oscar
210 Christopher A. Otto
211 Jose Pachon
212 Larry A Padgett
213 Gerrit Palmer
214 Juan Cruz Palomin
215 Hector Pantoja
216 Thomas Parker
217 Leon R. Pate
218 Richard Pawlucy
219 Ronald Penkins
220 David A. Perez
221 Donovan Phillips
222 Duane M. Phillips
223 Lennie Phister
224 Erika Pifer
225 Charlotte Platt
226 Anthony Powers
227 Trevor Preter
228 Michael Price

229 William David Price
230 Mary Ann Pruett
231 Roy F. Pryor
232 Lionel Rabsatt
233 Richard Ramirez
234 Roger A. Ramirez
235 Ruben Ramos
236 Manuel J. Reis
237 Jonathan E. Reynolds
238 Robert W. Rhodus
239 Jeffrey A. Ridenour
240 Mike S. Rigdon
241 Johnny R Rigsby
242 Darwin Rittenhouse
243 Jose Rivera
244 Jose Rodriguez
245 Michael Rodriguez
246 Jerome L. Rogers
247 Jorge L. Roman (Cardona)
248 Udeth E. Rosario
249 Clifford Roseboom
250 David Rowe
251 Yadira G. Rubio
252 Ronald Rutledge
253 Shawn Salamone
254 Robert Salvato
255 Rajendranauth Sankar
256 Allen W. Sansing
257 Alex F. Santiago Perez
258 Ken W. Saults
259 Eric Schranz
260 Alvin Sealy
261 Jean Selmon
262 Todd E. Serianni
263 Jay P. Sherwood
264 Alla A. Shiha
265 Jerrod Shirley
266 Everts Silva
267 Ernest Lloyd Smith
268 Jonathan M.S. Smith
269 Samuel Smith
270 Vick C. Smith
271 Lynne Noonan Snyder
272 Gonzalo Solari
273 Robert E. Sorel
274 Robert Sosa

275 John Stalcup
276 Roy Stevens
277 Ronald Stewart
278 Murray Dewayne Strawn
279 Andrew J. Stringer
280 William T. Stuart
281 Todd M. Stuve
282 Benny Taitano
283 Michael J. Tate
284 Martha J. Thrailkille
285 David Thurlo
286 Jennifer Tilley
287 Jose V. Toledo Centeno
288 David M. Tolladay
289 Rafael L. Torras
290 Dionicio Torres
291 Luis R. Torres
292 Nhut Tran
293 Phong T. Tran
294 Ranger Tran
295 Scott Treutler
296 Ronald James Turner
297 Roy W. Tygrett
298 Benjamin Lopez Valentin
299 Antonio Vargas
300 Arodela Vega
301 Jose M. Villanueva
302 Dominick Viola
303 Dung Ha Vo
304 Timothy G. Walser
305 Richard Warman
306 Thomas Jimmie Washington
307 David Watson
308 Chris Weissmann
309 Anthony Wesson
310 Nacholas B. West
311 Anthony White
312 Van N. White
313 Grady D. Wilbon
314 Ralph J. Williams
315 Terrence J. Workman
316 Alrick Wright
317 Michael Wright
318 James E. Wyche
319 Edward L. Wyland
320 Jose Yanez

321 Keith Yurewitch
322 Haissam Zendaki
323 David Zoller
324 Fred Zuchowski