

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

DEBORAH DONOHO, et al.,)	
)	
Plaintiffs,)	
)	
v.)	Cause No. 4:19-CV-00186-NAB
)	
THE CITY OF PACIFIC, MISSOURI,)	
)	
Defendant.)	

**MEMORANDUM IN SUPPORT OF PLAINTIFFS’
MOTION FOR APPROVAL OF FLSA SETTLEMENT**

COME NOW Plaintiffs Deborah Donoho and Cassidy Hodge¹, by and through undersigned counsel, and for their Memorandum in Support of Plaintiffs’ Motion for Approval of FLSA Settlement, state as follows:

BACKGROUND

1. On February 6, 2019, Plaintiffs Deborah Donoho (“Donoho”) and Cassidy Hodge (“Hodge”) filed their Complaint against Defendant City of Pacific, Missouri (“Defendant” or “Pacific”) on behalf of themselves and similarly situated employees. (Doc. #1). Count I of the Complaint alleges Defendant failed to pay Pacific Police Department (“PPD”) dispatchers at a premium rate for hours worked over 40 hours per workweek, in violation of the Fair Labor Standards Act (“FLSA”).

2. On February 7, 2019, Plaintiffs moved to conditionally certify a FLSA collective action. (Doc. #4-5). Plaintiffs asserted that PPD dispatchers are similarly situated in that they were subject to a uniform plan, practice and policy requiring dispatchers to work before and after

¹ Both named plaintiffs and all six dispatchers who joined this lawsuit signed the Settlement Agreement and Release, which is attached hereto as Exhibit 1. Donoho, Hodge and opt-in plaintiffs Paige Clark, Ashley Long, Luke Myers, Samantha Sappington, Laura Toombs, and Valerie Woolfe are collectively referred to herein as “Plaintiffs.”

scheduled shifts, while only being paid for scheduled time worked and not for all time worked, in violation of the FLSA. (Doc. #5). On March 28, 2019, Defendant consented to Plaintiffs' Motion. (Doc. #16).

3. On April 4, 2019, this Court granted Plaintiffs' Motion and entered an Order conditionally certifying a FLSA collective action. (Doc. #18). This Court approved Plaintiffs' proposed notice and consent forms and authorized distribution to PPD dispatchers. (*Id.*).

4. Six PPD dispatchers filed consent to join forms: Paige Clark, Ashley Long, Luke Myers, Samantha Sappington, Laura Toombs, and Valerie Woolfe.

5. On August 15, 2019, this Court ordered the parties to ADR. (Doc. #27).

6. The parties appeared for mediation before experienced neutral Leonard Frankel on September 16, 2019. The Parties continued to negotiate and discuss settlement terms in the days following mediation.

7. Plaintiffs and Defendant reached a global resolution of claims raised by Plaintiffs against Defendant, including, *inter alia*, Plaintiffs' FLSA claims raised in their Complaint.

8. The Parties successfully negotiated a fair and reasonable resolution of the FLSA dispute, as reflected by the terms of the Settlement Agreement and Release ("Settlement Agreement"). *See* Exhibit 1.

9. The Settlement Agreement provides Defendant shall pay a total sum of \$50,000.00 to Plaintiffs to release all claims and controversies. *See* Exhibit 1.

10. As to the FLSA claim, the Settlement Agreement allocates Twenty Thousand Seven Hundred Thirty-Six Dollars and Eighty Cents (\$20,736.80) to Plaintiffs. This amount constitutes full payment of Plaintiffs' asserted unpaid overtime wages and liquidated damages available under the FLSA. *See* Exhibit 1. This amount also includes payments of incentive awards to Donoho and

Hodge for serving as class representatives, as well as payments to settle Donoho's and Hodge's individual state law claims under Counts II and III of the Complaint. *Id.*

11. The Settlement Agreement lists the payments to each Plaintiff and is signed by all eight Plaintiffs.

12. Plaintiffs compromised on settlement of reasonable attorneys' fees, agreeing to payment of Twenty-Nine Thousand Two Hundred Sixty-Three Dollars and Twenty Cents (\$29,263.20) in attorneys' fees, which is approximately 49% the loadstar amount. *See* Exhibit 2.

13. Prior to reaching the Settlement Agreement, the Parties exchanged written discovery and Plaintiffs' counsel conducted a detailed review and analysis of each Plaintiff's daily time sheets and payroll records, along with other documents Defendant produced.

14. Plaintiffs' counsel used records from Defendant's time clock, which dispatchers used to manually clock in and out each work day, to calculate the time each Plaintiff worked during each work week. Plaintiffs' counsel then compared each Plaintiff's time worked to Defendant's payroll records to determine the amount of unpaid overtime (if any) in each workweek. The Settlement Agreement reflects payment of 100% of each Plaintiff's previously unpaid overtime hours and liquidated damages, plus additional amounts to Donoho and Hodge for service awards and their state law claims.

15. The settlement is based upon the amount in controversy, litigation risks, assessment of liability and damages.

16. The incentive awards and non-FLSA settlement amounts to Donoho and Hodge are allocated toward a general release of by Donoho and Hodge of all claims. *See* Exhibit 1.

17. The parties do not seek nor is approval required as to the aspects of the settlement unrelated to the FLSA.

18. The Parties respectfully request this Court enter a final Order and Judgment approving the FLSA settlement and dismissing this case with prejudice. A proposed final Order and Judgment is attached to this filing as Exhibit 3.

DISCUSSION

Settlement of FLSA collective actions generally requires court approval because private agreements will not effectuate a valid release of such claims. *Lynn's Food Stores, Inc. v. U.S.*, 679 F.2d 1350, 1352-54 (11th Cir. 1982); *see also Barrentine v. Arkansas–Best Freight Sys.*, 450 U.S. 728, 740 (1981).

I. The Settlement Agreement Resulted From Contested Litigation And Represents A Fair And Reasonable Resolution Of A Bona Fide Dispute Over FLSA Provisions.

“A district court may only approve a settlement agreement in a case brought under Section 216(b) after it determines that the litigation involves a bona fide dispute and that the proposed settlement is fair and equitable to all parties.” *Fry v. Accent Marketing Services, LLC*, No. 4:13-CV-59-CDP, 2014 WL 294421, *1 (E.D. Mo. Jan. 27, 2014). “A settlement is bona fide if it reflects a reasonable compromise over issues actually in dispute, since employees may not waive their entitlement to minimum wage and overtime pay under FLSA.” *Id.*

Public policy encourages settlement of FLSA litigation. *Lynn's*, 679 F.2d at 1354; *Petrovic v. Amoco Oil Co.*, 200 F.3d 1140, 1149 (8th Cir. 1999) (“[a] strong public policy favors [settlement] agreements, and courts should approach them with a presumption in their favor”). The main purpose of judicial review of FLSA settlements is to guard against “employer overreaching” in light of the unequal bargaining power between an employer and an employee. *See Schneider v. Habitat for Humanity Intern., Inc.*, 2015 WL 500835 at *1 (W.D. Ark. Feb. 5, 2015).

Here, the Settlement Agreement represents a fair and reasonable resolution of a bona fide

dispute between the Parties. The Settlement Agreement resulted from what was anticipated to be contentious and expensive litigation involving questions of fact and law under the FLSA.

Going into the mediation session, the parties possessed disputes as to whether Plaintiffs performed compensable work during the periods before and after their scheduled shifts during which they were clocked in, whether Defendant directed Plaintiffs to perform work before and after their scheduled shifts, the amount of overtime worked by Plaintiffs, how any unpaid overtime damages should be calculated and whether the facts and law supported Plaintiffs' claim to liquidated damages for willful violation of the FLSA.

Defendants produced with their initial disclosures extensive wage and hour and personnel records maintained for each Plaintiff. Counsel for Plaintiffs conducted a detailed review of the clock-in and clock-out times for each Plaintiff for each day worked during the class period. Counsel determined the precise number of hours each dispatcher worked each workweek and then compared each dispatcher's hours worked to Defendant's payroll records to calculate the amount of unpaid hours (if any) during each workweek. Each Plaintiff is recovering 100% of the amount owed for unpaid overtime and liquidated damages through the Settlement Agreement.

The payments contemplated in the FLSA settlement reflect Plaintiffs' strong probability of success on the merits but also that the amount of total damages was limited. Plaintiffs' recovery of the full amount owed to them for hours worked over 40 hours in each workweek and liquidated damages on their FLSA claim reflects the strength of Plaintiffs' claims and the reasonableness of the settlement reached. The Settlement Agreement ensures payment to the immediate benefit of Plaintiffs for the wages and liquidated damages owed to them.

The bargained for relief to Plaintiffs substantially outweighs the legal risks and uncertainty inherent in litigation. The Settlement Agreement insures against risk by cost-effectively

guaranteeing recovery. In sum, the settlement funds secured under the Settlement Agreement for the immediate benefit of Plaintiffs represent a fair and reasonable compromise of the FLSA claim.

This settlement was the product of arms' length negotiations by experienced counsel. The Parties exchanged a significant amount of information and records ensuring the settlement constitutes an informed, fair, and reasonable resolution of a bona fide dispute. Plaintiffs' complete recovery demonstrates the absence of collusion or fraud, or any other exceptional circumstance which would weigh against settlement approval. Investigation and discovery by the Parties and their counsel enabled the parties to assess the relative strengths and weaknesses of the respective claims and defenses and to reasonably incorporate such values into the settlement terms. Accordingly, this Court should find the settlement a fair and reasonable resolution of a bona fide dispute under the FLSA.

II. Approval of Plaintiff's Counsel's Attorneys' Fees and Costs Is Appropriate.

The FLSA mandates an award of reasonable attorneys' fees to a prevailing plaintiff. *See* 29 U.S.C. § 216(b); *Branson v. Pulaski Bank*, 2015 WL 139759, at *7 (W.D. Mo. Jan. 12, 2015) (finding FLSA settlement agreement unenforceable because it failed to provide for an award of attorneys' fees). Enforcement of the wage and hour laws "relies on prosecution by 'private attorneys general,' [and] attorneys who fill the private attorney general role must be adequately compensated for their efforts." *Deposit Guar. Nat'l Bank v. Roper*, 445 U.S. 326, 338-39 (1980). It is well established that "[t]he starting point in determining attorney fees is the lodestar, which is calculated by multiplying the number of hours reasonably expended by the reasonable hourly rat[e]." *Fish v. St. Cloud State Univ.*, 295 F.3d 849, 851 (8th Cir. 2002).

Attorney's fees in FLSA settlements are examined to ensure that the interest of plaintiffs' counsel in counsel's own compensation did not adversely affect the extent of the relief counsel

procured for the client. *Wolinsky v. Scholastic Inc.*, 900 F. Supp. 2d 332, 336 (S.D.N.Y. 2012); *see also King v. Raineri Const., LLC*, No. 4:14-CV-1828-CEJ, 2015 WL 631253, *3 (E.D. Mo. Feb. 12, 2015). In a private FLSA action where the parties settled on the fee through negotiation, there is a greater range of reasonableness for approving attorney's fees. *Wolinsky*, 900 F. Supp. 2d at 336. There is a presumption in favor of allowing parties to settle their own disputes as to employee recovery and attorneys' fees. *See, e.g., King*, 2015 WL 631253 at *4.

The Settlement Agreement provides Defendant shall pay attorneys' fees as to Plaintiff's FLSA claim in the amount of \$29,263.20. *See* Exhibit 1. The lodestar calculation of Plaintiffs' attorneys' fees is over \$60,000. *See* Exhibit 2. Plaintiffs' attorney's fees are approximately 49% of the lodestar and represent the only financial compromise made by Plaintiffs in the Settlement Agreement as each Plaintiff is recovering 100% of the amount owed to him or her for unpaid overtime and liquidated damages.

This fee provided for in the Settlement Agreement is a fair and reasonable compromise. Plaintiffs' attorneys have undertaken significant effort required to obtain the settlement reached by the Parties, including but not limited to investigating and researching the claims before filing suit; preparing the Complaint; preparing the motion for conditional certification; reviewing and analyzing documents produced by Plaintiffs and Defendant (including pay and daily time records for the eight Plaintiffs); conducting discovery; conducting calculations to compute the amount of claimed damages; attending mediation; preparing documents to finalize the settlement; and moving for Court approval.

The fee award in the Settlement Agreement fairly and reasonably compensates counsel for their investment of time and resources and the excellent result obtained for Plaintiffs. The amount of attorneys' fees requested by Plaintiffs' counsel is not opposed by Defendants and is reasonable

based on the amount of time and effort expended on this case. Accordingly Plaintiffs respectfully request the Court approve the fee award of \$29,263.20 to the Law Offices of Kevin J. Dolley, LLC as fair and reasonable under the circumstances.

CONCLUSION

WHEREFORE, Plaintiffs respectfully request this Court enter an Order to approve the FLSA settlement agreement (Exhibit 1) as fair, reasonable and appropriate; approve Plaintiffs' FLSA attorneys' fees in the amount of \$29,263.20; enter and Order to dismiss this case with prejudice; and for such other and further relief as this Court deems appropriate.

Respectfully Submitted,

/s/ Kevin Dolley

Kevin J. Dolley, #54132MO
Michael G. Mueth, #58995MO
LAW OFFICES OF KEVIN J. DOLLEY, LLC
2726 S. Brentwood Blvd.
St. Louis, MO 63144
Phone: (314) 645-4100
Facsimile: (314) 736-6216
kevin@dolleylaw.com
michael.mueth@dolleylaw.com

Attorneys for Plaintiffs

CERTIFICATE OF SERVICE

The undersigned hereby certifies that the foregoing was served on Defendant's counsel of record via electronic mail and the Court's electronic filing system on October 10, 2019.

/s/ Kevin J. Dolley

SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

This Settlement Agreement (“Agreement”) is entered into by and between Deborah Donoho (“Donoho”), Cassidy Hodge (“Hodge”), Paige Clark (“Clark”), Ashley Long (“Long”), Luke Myers (“Myers”), Samantha Sappington (“Sappington”), Laura Toombs (“Toombs”), and Valerie Woolfe (“Woolfe”) (collectively, “Plaintiffs”) and the City of Pacific, Missouri (“Pacific”).

WHEREAS, Donoho and Hodge filed a Complaint on behalf of themselves and others similarly situated on February 6, 2019 in the United States District Court for the Eastern District of Missouri captioned *Deborah Donoho and Cassidy Hodge, et al. v. City of Pacific, Missouri*, Case No. 4:19-CV-186-NAB (“the Lawsuit”).

WHEREAS, Donoho and Hodge asserted a claim for unpaid overtime under the Fair Labor Standards Act (“FLSA”) in Count I on behalf of themselves and others similarly situated. Clark, Long, Myers, Sappington, Toombs, and Woolfe subsequently executed consents and were added as FLSA Opt-in Plaintiffs to the Lawsuit. Further, Donoho and Hodge asserted individual claims for breach of contract and unjust enrichment for unpaid straight time wages under Missouri law in Counts II and III.

WHEREAS, the parties have agreed to settle and compromise all remaining claims and now wish to reduce their agreement to writing.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, Pacific and Plaintiffs agree as follows:

1. The Effective Date of this Agreement shall be the date upon which all parties have executed this Agreement.

2. In consideration of the promises made by Plaintiffs as set forth below, Pacific shall pay a total of fifty thousand dollars (\$50,000.00) to Plaintiffs and their attorneys as set forth herein:

- a) Two thousand five hundred ten dollars and eighteen cents (\$2,510.18) by check made payable to Named Plaintiff **Deborah Donoho** for her unpaid overtime and straight time wages which will be reported on IRS Form W-2; an additional amount of two thousand one hundred fifty seven dollars and forty cents (\$2,157.40) by check made payable to Deborah Donoho for non-wage damages and for which IRS Form 1099 shall issue; and an additional amount of two thousand five hundred dollars (\$2,500.00) by check made payable to Deborah Donoho for a service award for being a class representative and for which IRS Form 1099 shall issue, if required by law;
- b) One thousand one hundred dollars and twenty seven cents (\$1,100.27) by check made payable to Named Plaintiff **Cassidy Hodge** for her unpaid overtime and straight time wages which will be reported on IRS Form W-2; an additional amount of seven hundred fifty eight dollars and ninety one cents (\$758.91) by check made payable to Cassidy Hodge for non-wage damages and for which IRS Form 1099 shall issue; and an additional amount of two thousand five hundred dollars (\$2,500.00) by check made payable to Cassidy Hodge for a service award for being a class representative and for which IRS Form 1099 shall issue, if required by law;
- c) One thousand sixty eight dollars and ten cents (\$1,068.10) by check made payable to **Paige Clark** for her unpaid overtime wages which will be reported on IRS

Form W-2, and an additional amount of one thousand sixty eight dollars and ten cents (\$1,068.10) by check made payable to Paige Clark for non-wage damages and for which IRS Form 1099 shall issue, if required by law;

- d) One thousand thirty dollars and two cents (\$1,030.02) by check made payable to **Ashley Long** for her unpaid overtime wages which will be reported on IRS Form W-2, and an additional amount of one thousand thirty dollars and two cents (\$1,030.02) by check made payable to Ashley Long for non-wage damages and for which IRS Form 1099 shall issue, if required by law;
- e) Eight hundred eighty six dollars and ninety six cents (\$886.96) by check made payable to **Luke Myers** for his unpaid overtime wages which will be reported on IRS Form W-2, and an additional amount of eight hundred eighty six dollars and ninety six cents (\$886.96) by check made payable to Luke Myers for non-wage damages and for which IRS Form 1099 shall issue, if required by law;
- f) One thousand one hundred nineteen dollars and ninety four cents (\$1,119.94) by check made payable to **Samantha Sappington** for her unpaid overtime wages which will be reported on IRS Form W-2, and an additional amount of one thousand one hundred nineteen dollars and ninety four cents (\$1,119.94) by check made payable to Samantha Sappington for non-wage damages and for which IRS Form 1099 shall issue, if required by law;
- g) Two hundred fifty dollars and zero cents (\$250.00) by check made payable to **Laura Toombs** for her unpaid overtime wages which will be reported on IRS Form W-2, and an additional amount of two hundred fifty dollars and zero cents

- (\$250.00) by check made payable to Laura Toombs for non-wage damages and for which IRS Form 1099 shall issue, if required by law;
- h) Two hundred fifty dollars and zero cents (\$250.00) by check made payable to **Valerie Woolfe** for her unpaid overtime wages which will be reported on IRS Form W-2, and an additional amount of two hundred fifty dollars and zero cents (\$250.00) by check made payable to Valerie Woolfe for non-wage damages and for which IRS Form 1099 shall issue, if required by law;
- i) Twenty-nine thousand two hundred sixty three dollars and twenty cents (\$29,263.20) by check made payable to the **Law Offices of Kevin J. Dolley, LLC** for which an IRS Form 1099 shall issue, if required by law.

Each Plaintiff and their attorneys, the Law Offices of Kevin J. Dolley, will execute and provide federal W-9 forms to Pacific.

3. Defendant is responsible for the entire cost of Leonard Frankel's mediation fees. Except as provided in paragraphs 2. i) and 3., each party shall bear their own costs and attorney's fees.

4. As a condition of payments of the sums set forth above, within fourteen (14) days of the Effective Date of this Agreement, Plaintiffs will file for settlement approval to dismiss with prejudice their claims asserted against Pacific in the Lawsuit, with each party to bear its own costs.

5. Within fourteen (14) days of the date the Court approves this Agreement and dismisses Plaintiff's claims, Pacific will deliver all payments as set forth above to the Law Offices of Kevin J. Dolley, LLC, 2726 S. Brentwood Blvd., St. Louis, MO 63144. Pacific will issue Form 1099s and W-2s as applicable.

6. Plaintiffs understand and agree that they are responsible for payment of their respective portion of any taxes which are required to be paid to the State of Missouri, the United States Government, or any other entity as a result of this settlement. Plaintiffs acknowledge that no representations regarding the tax consequences of the Settlement Payments have been made by Pacific or its counsel.

7. Named Plaintiffs' Release: In consideration of the payments to Named Plaintiffs Donoho and Hodge contemplated in Paragraph 2 of this Agreement for service awards for being class representatives, Donoho and Hodge irrevocably and unconditionally release, acquit, and forever discharge Pacific from any and all claims, charges, demands, causes of action, liabilities, and legal obligations of any nature which they now have or claim to have, whether individually or as a member of a class or collective action class, including but not limited to compensatory, punitive, and liquidated damages, back and front pay, costs, expenses, attorneys' fees, interest and remedies of any type, whether or not Donoho and/or Hodge currently know of them, that Donoho and/or Hodge or may have as of the Effective Date of this Agreement, by reason of any matter, cause, action or omission, including but not limited to those arising out of or in connection with Donoho and/or Hodge's employment with, termination, and/or separation from Pacific, including without limiting the generality of the foregoing, any and all claims, demands, actions, or causes of action or the like under the Civil Rights Act of 1866, 42 U.S.C. §1981; Title VII of the Civil Rights Act of 1964, 42 U.S.C. §2000e, *et seq.*, and any amendments thereto; the Americans With Disabilities Act, 42 U.S.C. §12101, *et seq.*, and any amendments thereto; The Rehabilitation Act of 1973, 29 U.S.C. §701, *et seq.*, and any amendments thereto; the Family and Medical Leave Act, 29 U.S.C. §2601, *et seq.*, and any amendments thereto; the Employee Retirement Income Security Act of 1974, 29 U.S.C. §1001, *et seq.*, and any amendments thereto;

the Fair Labor Standards Act, 29 U.S.C. §201, *et seq.*, and any amendments thereto; the Missouri Human Rights Act, Mo. Rev. Stat. §213.010, *et seq.*, and any amendments thereto; Section 301 of the Labor Management Relations Act, 29 USC §185; The Missouri Service Letter Act § 290.140 RSMo; and any other federal, state or local law or regulation regarding employment, payment of wages or overtime, hiring or termination of employment, discrimination in employment, and the law or common law of any state or the federal government, including, but not limited to, claims for wrongful discharge, intentional infliction of emotional distress, breach of express or implied contract, breach of collective bargaining contract, retaliation including but not limited to workers' compensation retaliation, fraud, misrepresentation, assault, battery, promissory estoppel, and for any claims involving or sounding in a contract or tort, violation of public policy, whistle blower claims, breach or interference with contract or involving any other matter. Donoho and Hodge understand that the above language specifically releases Pacific from any liabilities for discrimination or violations of law on account of such things as disability, sex, race, religion, national origin, retaliation, and unpaid overtime.

8. Donoho ADEA Release: Donoho is not aware of any claims which she has or might have pursuant to the Age Discrimination in Employment Act (ADEA), but she does not release such claims, if any exist.

9. Opt-In Plaintiffs' Release: In consideration of the payments contemplated in Paragraph 2 of this Agreement, Clark, Long, Myers, Sappington, Toombs, and Woolfe do hereby forever release and waive any and all claims, counts, causes of action and demands of every kind and nature against Pacific existing as of the date of this Agreement raised in or related to the Lawsuit or arising out of the same facts alleged in the Lawsuit.

10. This Agreement is not and should not be construed as an admission of liability by Pacific, or anyone else.

11. This Agreement is a final and binding contract. Pacific and Plaintiffs have made no representation, agreement or promise to do or to not do anything other than the representations, agreements and promises stated herein. The parties to this Agreement are not relying upon any communication, act, or omission, but rather are relying only on the specific statements in this Agreement, which may not be changed by any oral statement or agreement. Should any provision of this Agreement be declared or be determined by any court of competent jurisdiction to be wholly or partially illegal, invalid, or unenforceable, the legality, validity, and enforceability of the remaining parts, terms, or provisions shall not be affected thereby, and said illegal, unenforceable, or invalid part, term, or provision shall be deemed not to be a part of this Agreement.

12. The parties agree that this Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument once all parties have signed.

13. Plaintiffs agree they have had adequate opportunity to consider and review this Agreement and have discussed it with their attorney(s). Plaintiffs have carefully read this Agreement, have no more questions about it, and understand the meaning and effect of this Agreement. Plaintiffs agree they are entering into this Agreement voluntarily and to their benefit.

14. The parties agree this Agreement shall be governed and interpreted by and under the laws of the State of Missouri.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed and executed.

CITY OF PACIFIC, MISSOURI

STEVEN S. MYERS
Print Name

Mayor
Position


Signature

September 30, 2019
Date

DEBORAH DONOHO

Deborah A. Donoho
Signature

9-25-2019
Date

CASSIDY HODGE

Signature

Date

PAIGE CLARK

Signature

Date

ASHLEY LONG

Signature

Date

DEBORAH DONOHO

Signature

Date

CASSIDY HODGE

CHodge

Signature

9-25-19

Date

PAIGE CLARK

Signature

Date

ASHLEY LONG

Signature

Date

DEBORAH DONOHO

Signature

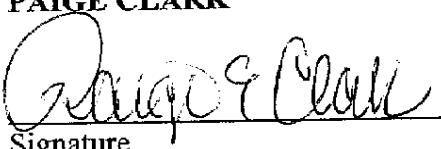
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CASSIDY HODGE

Signature

Date

PAIGE CLARK



Signature

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Date

ASHLEY LONG

Signature

Date

DEBORAH DONOHO

Signature

Date

CASSIDY HODGE

Signature

Date

PAIGE CLARK

Signature

Date

ASHLEY LONG

Ashley L Long

Signature

09-26-19

Date

LUKE MYERS


Signature

9-26-19
Date

SAMANTHA SAPPINGTON

Signature

Date

LAURA TOOMBS

Signature

Date

VALERIE WOOLFE

Signature

Date

LUKE MYERS

Signature

Date

SAMANTHA SAPPINGTON

Signature

Date

LAURA TOOMBS

Laura Toombs

Signature

Sep. 25, 2019

Date

VALERIE WOOLFE

Signature

Date

LUKE MYERS

Signature

Date

SAMANTHA SAPPINGTON

Signature

Date

LAURA TOOMBS

Signature

Date

VALERIE WOOLFE

Valerie Woolfe

Signature

9-30-19

Date

LUKE MYERS

Signature

Date

SAMANTHA SAPPINGTON

Samantha Sappington

Signature

10-1-19

Date

LAURA TOOMBS

Signature

Date

VALERIE WOOLFE

Signature

Date

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

DEBORAH DONOHO, et al.,)	
)	
Plaintiffs,)	
)	
v.)	Cause No. 4:19-CV-00186-NAB
)	
THE CITY OF PACIFIC, MISSOURI,)	
)	
Defendant.)	

**[PROPOSED] ORDER AND JUDGMENT GRANTING FINAL
APPROVAL OF FLSA SETTLEMENT**

This matter has been submitted to the Court for approval and entry of a Final Order and Judgment approving the FLSA aspects of the settlement in this case. The Court having considered the papers filed and proceedings herein, having received no objections to approval of the Settlement, and otherwise being fully informed and good cause appearing therefore, finds and orders as follows:

1. The Court grants final approval of the FLSA terms and conditions contained in the Settlement Agreement based on the Court’s findings that (a) the Settlement Agreement was entered into in good faith as a fair and reasonable resolution of a bona fide dispute under the FLSA in the best interest of the parties and the Plaintiff; (b) the FLSA attorneys’ fees and costs allocated to Plaintiffs’ counsel are fair, reasonable and appropriate; and (c) Plaintiff has satisfied the standards and applicable requirements for final approval of the FLSA settlement.

2. The parties do not seek nor is approval required by this Court as to the aspects of the settlement unrelated to the FLSA.

3. The Court finds that the Settlement was reached as a result of non-collusive arms-length negotiations. In granting final approval of the FLSA settlement, the Court considered the

nature of the claims, the amounts and kinds of benefits paid in settlement thereof, the allocation of settlement proceeds, and the fact that a settlement represents a compromise of the parties' respective positions rather than the result of a finding of liability at trial. Additionally, the Court finds that the terms of the settlement have no obvious deficiencies. Accordingly, the Court finds that the Settlement Agreement was entered into in good faith as a fair and reasonable resolution of a bona fide dispute under the FLSA.

4. The allocation of attorneys' fees and costs to Plaintiffs' counsel related to the FLSA claim as set forth in the Settlement Agreement is approved, falling well within the range of reasonableness.

5. The Court dismisses this case with prejudice. Except as otherwise contained within the terms of the Settlement Agreement, each party is to bear their own costs and expenses associated with the lawsuit.

IT IS SO ORDERED:

HONORABLE NANNETTE A. BAKER
UNITED STATES MAGISTRATE JUDGE
EASTERN DISTRICT OF MISSOURI

Date: _____