

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO
Judge Robert E. Blackburn**

Civil Case No.11-cv-01063-REB-CBS

JOHN GREEN, and
ELIZABETH ENRIGHT, individually and on behalf of others similarly situated,

Plaintiffs,

v.

DRAKE BEAM MORIN, INC.,

Defendant.

**ORDER OF FINAL APPROVAL OF SETTLEMENT
AGREEMENT AND FOR ENTRY OF FINAL JUDGMENT**

Blackburn, J.

This action came before the court for hearing on April 23, 2013, to determine the legal propriety of the proposed Settlement Agreement which was the subject of this court's **Order Granting Parties' Joint Motion for Preliminary Approval of Settlement Agreement and Request for Hearing** [#114],¹ filed February 13, 2013. Therein, the court certified the Settlement Class, appointed Settlement Class Counsel, and preliminarily approved the Settlement Agreement² between plaintiffs and defendant. The court also approved forms of Notice and Claim Forms, and directed Implementation of the Notice Plan, including mailing Notice to Class Members, all in

¹ "[#114]" is an example of the convention I use to identify the docket number assigned to a specific paper by the court's electronic case filing and management system (CM/ECF). I use this convention throughout this order.

² The definitions used in the Settlement Agreement are incorporated herein by reference and are adopted for use herein.

conformity with the Settlement Agreement.

The court has considered all arguments in connection with the proposed Settlement Agreement and the record of this case, including but not limited to the hearing held on April 23, 2013. The Settlement Agreement on file in this action is by reference incorporated and made part of this order. The court finds and concludes that the settlement is in all respects, fair, reasonable, and adequate to the Settlement Class Members, and was made in good faith. The court finds and concludes further that the Settlement Agreement was the product of contested litigation and that it involves a fair, reasonable and bona fide resolution between the parties. The court finds and concludes further that the attorney fees requested are fair, reasonable, and well-deserved under the standards enunciated in *Gottlieb v. Barry*, 43 F.3d 474, 483 (10th Cir. 1994) and *Johnson v. Georgia Highway Express, Inc.*, 488 F.2d 714, 717-19 (5th Cir. 1974). The court finds and concludes further that the costs and expenses requested are fair, reasonable, and well-deserved. The court finds and concludes further that the service awards for the Class Representatives requested are fair, reasonable, and well-deserved. The court finds and concludes further that the opt-in plaintiffs are similarly situated within the meaning of 29 U.S. § 216(b). The forms of Notice and Notice Plan satisfy all requirements of federal law and due process. No Class Member has objected to or requested exclusion from the proposed Settlement Agreement. There is no just reason for delay in either the enforcement or appeal of this order.³

³ The entry of this order does not constitute an expression by the court of any opinion, position, or determination as to the merit or lack of merit of any of the claims or defenses of defendant or plaintiffs. Neither this order, nor the Settlement Agreement, nor the fact of settlement, nor the settlement proceedings, nor settlement negotiations, nor any related document, shall be used as an admission of any fault or omission by defendant, nor received into evidence as an admission, confession, presumption, or

Accordingly, the court finds it appropriate to enter on order for final judgment and approve the proposed settlement as fair, adequate, and reasonable and as a fair and reasonable resolution of a bona fide dispute and contested litigation between the parties.

THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED as follows:

1. That final approval of the proposed Settlement Agreement is **GRANTED**;
2. That the Settlement Agreement is **APPROVED** as fair, adequate and reasonable;
3. That the allocation of settlement payments set forth in the Settlement Agreement is **APPROVED**, and defendant is **DIRECTED** to implement its payment obligations under the Settlement Agreement;
4. That judgment **SHALL ENTER** in accordance with the parties' Settlement Agreement, and the settling parties are directed to perform and execute their respective obligations under the Settlement Agreement as approved by this order for final judgment and otherwise consistent therewith;
5. That all claims asserted against defendant in this action in the Complaint, except for claims under the Fair Labor Standards Act ("FLSA"), including, without limitation, the above pending proceedings, are **DISMISSED WITH PREJUDICE**;
6. That the FLSA claims against defendant in this action, including, without limitation, the above pending proceedings in this collective action, are hereby **DISMISSED WITH PREJUDICE** as to all Class Representatives and each Class

inference of any wrongdoing by defendant in any proceeding other than such proceedings as may be necessary to enforce this final judgment.

Member who opted-in through the submission a Claim Form and Release;

7. That the named plaintiffs and all Class Members are hereby **DEEMED** to fully and unconditionally waive and release any and all Released Claims (as that term is defined in the Settlement Agreement) against any and all Released Parties (as that term is defined in the Settlement Agreement), as more fully set forth in the Settlement Agreement;

8. That the attorney fees, costs, expenses, and service payments set forth in the Settlement Agreement, are **APPROVED**; and defendant is hereby **ORDERED** to make payments in accordance with and subject to the terms of the Settlement Agreement; and

9. That without affecting the finality of this order in any way, the court hereby **RETAINS** continuing jurisdiction as contemplated by the Settlement Agreement.

Dated April 30, 2013, at Denver, Colorado.

BY THE COURT:


Robert E. Blackburn
United States District Judge