

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF ARKANSAS  
JONESBORO DIVISION**

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JOY McFARLAND, Individually and on	)	
Behalf of All Others Similarly Situated,	)	
	)	
Plaintiff,	)	
	)	
v.	)	Civil Action No.: 3:16-cv-00100-JLH
	)	
NESTLÉ USA, INC. and	)	
NESTLÉ PREPARED FOODS COMPANY,	)	
	)	
Defendants.	)	

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**ORDER OF FINAL APPROVAL**

Upon consideration of the Parties’ Joint Motion for Final Approval of the Class and Collective Action Settlement and Class Counsel’s Motion for Attorneys’ Fees and Costs, and their supporting memorandums, exhibits, and declarations, and

It appearing that

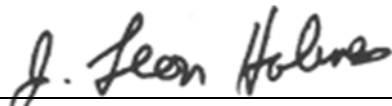
1. the settlement is fair and reasonable,
2. the Notice of the Proposed Settlement and an opportunity to object was sent as directed to all class members with addresses, and that no class members opted out of the settlement and no class members objected to the terms of the settlements, including the service payment or the attorneys fees and costs; and
3. Class Counsel did substantial work identifying, investigating, prosecuting, and settling Plaintiff's and Class Members' claims; Class Counsel are experienced class action employment lawyers and have extensive experience prosecuting and settling wage and hour class actions; and that Class Counsel has performed and demonstrated their commitment to the Class and to representing the Class's interests, and that Class Counsel has committed substantial resources to prosecuting this case.

**It is therefore ORDERED that**

1. the Parties' class-wide Settlement Agreement is fair and reasonable and is hereby approved;
2. the Plaintiff's request for a service payment of \$2,500 for the Named Plaintiff is approved;
3. Class Counsel's attorneys' fees and costs in the amount of \$49,450 are reasonable and are approved;
4. Simpluris, Inc shall mail payments by check to Class Members within fourteen (14) calendar days of the Settlement Effective Date as defined in paragraph 19(a) of the Settlement Agreement;
5. Class Members shall have one hundred twenty (120) calendar days after the date of mailing to cash their settlement checks as provided in paragraph 19(c) of the Settlement Agreement;
6. if any checks are returned as undeliverable, Simpluris, Inc shall update Class Members' last known mailing address through the National Change of Address program certified by the United States Postal Service and other standard skip trace methods and will re-send the check to the new address;
7. if any Class Members do not cash their checks within 120 days after mailing of the checks by Simpluris, Inc and their check is not returned, their checks will be void and a stop-payment will be placed. If any redistributed checks are again returned as undeliverable, their checks will be void and a stop-payment will be placed. In such event, those Class Members will be deemed to have waived irrevocably any right in or claim to a settlement share, but the Settlement Agreement nevertheless will be binding upon them;

8. the form and content of the Notice of Proposed Settlement is adequate, proper, comports with Due Process and are hereby approved; and
9. following the expiration of the period for Class Members to timely submit Claims Forms as specified in the Settlement Agreement, Class Counsel will apply to the Court for an Order, on a form supplied by Defendant and agreed to by the parties, which dismisses this action on the merits and with prejudice any individual or Class claims which are released by this settlement, upon satisfaction of all payments and obligations hereunder.

DATED this 23rd day of August, 2017.

  
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Honorable J. Leon Holmes  
United States District Judge