

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF ARKANSAS
FORT SMITH DIVISION

TAMMY GREENLEE

PLAINTIFF

v.

No. 2:21-CV-02107

DRIVEN BRANDS, INC. and
DRIVEN BRAND SHARED SERVICES, LLC.

DEFENDANTS

OPINION AND ORDER

Before the Court is a second joint motion (Doc. 16) to approve the parties' settlement agreement and dismiss the case with prejudice. The parties also submitted a proposed settlement agreement (Doc. 16-1) and brief in support (Doc. 17). The Court rejected the parties' first settlement agreement because the agreement did not award liquidated damages, released non-wage related claims, and contained a non-disparagement clause. The parties have modified the settlement agreement to release only wage-related claims and the brief explains the reason for a non-disparagement clause. Further, the parties have shown Defendants had good faith and reasonable grounds for believing its alleged conduct was not an FLSA violation, therefore, liquidated damages are not mandatory.

After reviewing the motion and settlement agreement, the Court finds the agreement is a fair and equitable compromise of a bona fide dispute. The settlement appears to be the result of an arms-length transaction based on the merits of the case. Having found the settlement fairly satisfies Plaintiff's wage-related claims, the Court need not inquire into the reasonableness of the attorney's fees because the agreed fee is not so disproportionately exorbitant to alone indicate collusion when compared to the compensation paid to Plaintiff. *See Barbee v. Big River Steel, LLC*, 927 F.3d 1024, 1027 (8th Cir. 2019). The settlement agreement is approved.

IT IS THEREFORE ORDERED that the parties' joint motion to dismiss (Doc. 16) is

GRANTED and this case is DISMISSED WITH PREJUDICE.

IT IS SO ORDERED this 20th day of September, 2021.

/s/ P. K. Holmes, III

P.K. HOLMES, III
U.S. DISTRICT JUDGE