

IN THE UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF ARKANSAS
TEXARKANA DIVISION

RICKY DARDEN; CAROLYN HAYES;
ANGELA LAFAYETTE; and JARVIS YOUNG

PLAINTIFFS

V.

CASE NO. 4:16-CV-4023

SOUTHWEST ARKANSAS DEVELOPMENT, INC., d/b/a
SOUTHWEST ARKANSAS DEVELOPMENT COUNCIL

DEFENDANT

ORDER

Before the Court is the parties' Joint Motion to Review FLSA Settlement and, if Necessary, Approve Settlement. ECF No. 61. The Court finds this matter ripe for consideration.

Plaintiffs brought this action against Defendant alleging violations of the Fair Labor Standards Act ("FLSA"), 29 U.S.C. §§ 201, *et seq.*, the Arkansas Minimum Wage Act, Ark. Code Ann. §§ 11-4-201, *et seq.*, and the Arkansas Civil Justice Reform Act, Ark. Code Ann. § 16-55-206. The parties inform the Court that they have reached an agreement that resolves all claims in this lawsuit.

Several courts have held that settlement agreements resolving wage claims are subject to court approval to ensure that the parties are not negotiating around statutory minimum wages. *See, e.g., Int'l Union, United Auto., Aerospace, and Agric. Implement Workers of Am. v. Gen. Motors Corp.*, 497 F.3d 615, 631 (6th Cir. 2007); *Lynn's Food Stores, Inc. v. U.S.*, 679 F.2d 1350, 1353 (11th Cir. 1982); *Cruthis v. Vision's*, No. 4:12-CV-00244, 2014 WL 4092325 (E.D. Ark. Aug. 19, 2014). Other courts have held that court approval of a settlement is not necessary in cases where the lawsuit is not a collective action, all plaintiffs have been represented by counsel throughout the

entirety of the case, and the parties wish for their agreement to remain private. *Schneider v. Habitat for Humanity Int'l, Inc.*, No. 5:14-CV-5230, 2015 WL 500835, at *3 (W.D. Ark. Feb. 5, 2015).

The present lawsuit is not a collective action; all Plaintiffs have been represented by counsel throughout the course of this litigation; and the parties agree that the present Settlement Agreement is confidential¹ (ECF No. 60-1, ¶ 16). While it appears to the Court that the Settlement Agreement in this case is of the type that does not require court approval, the Court has nonetheless reviewed the agreement submitted by the parties. Upon review, the Court finds that the Settlement Agreement is fair and reasonable to Plaintiffs and that the compromise between the parties does not frustrate the requirements and implementation of the FLSA. *See Cruthis*, at *1. Accordingly, the Court finds that the Joint Motion to Review FLSA Settlement and, if Necessary, Approve Settlement (ECF No. 61) should be and hereby is **GRANTED**. The Court will enforce the terms of the Settlement Agreement and shall retain jurisdiction over the terms of the Settlement Agreement.

IT IS SO ORDERED, this 21st day of August, 2017.

/s/ Susan O. Hickey
Susan O. Hickey
United States District Judge

¹ Although the Settlement Agreement explicitly states that the parties must keep the terms and conditions confidential, the draft Settlement Agreement submitted to the Court was not filed under seal.