

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO**

Civil Action 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.

FINAL JUDGMENT

This **Final Judgment** is entered pursuant to Fed. R. Civ. P. 58(a) and in accordance with the **Order of Final Approval of Settlement Agreement and for Entry of Final Judgment** [#120] entered by Judge Robert E. Blackburn on April 30, 2013, which order is incorporated herein by this reference.

THEREFORE, IT IS ORDERED 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 IS ENTERED** 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 the 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 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 the order in any way, the court hereby **RETAINS** continuing jurisdiction as contemplated by the Settlement Agreement.

DATED at Denver, Colorado, this 1st day of May, 2013.

FOR THE COURT:
JEFFREY P. COLWELL, CLERK

By: s/Edward P. Butler
Edward P. Butler
Deputy Clerk