

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MICHIGAN**

**GABRIEL TATUM**, individually and  
on behalf of all similarly situated  
individuals,

Plaintiff,

v.

**B.B.W. HOLDINGS, INC.** and  
**AMAZON.COM SERVICES, INC.**,

Defendants.

Case No. 2:18-cv-11661-GCS-EAS

Hon. George Caram Steeh

**ORDER APPROVING COLLECTIVE ACTION SETTLEMENT AND  
PLAINTIFF'S ATTORNEYS' FEES AND COSTS**

Gabriel Tatum (“Plaintiff”), on behalf of himself and all others similarly situated (“FLSA Collective Members”) has filed an Unopposed Motion for Approval of Collective Action Settlement and Plaintiff’s Attorneys’ Fees and Costs (“Motion”). After reviewing the Motion, together with the Joint Stipulation of Settlement and Release (the “Agreement”), the proposed Notice to FLSA Collective Members, and the proposed Consent to Join Form, the Court finds and orders as follows:

1. The settlement memorialized in the Agreement is fair, reasonable, and adequate. It is the result of arms’-length negotiations between experienced

attorneys who are familiar with FLSA collective litigation in general, and with the legal and factual issues of this case in particular.

2. The Court has considered the pleadings, papers, and arguments made by the Parties in support of the Motion and finds that the following FLSA Collective should be conditionally certified for purposes of settlement only:

All current and former drivers paid by B.B.W. Holdings, Inc. who delivered for Amazon in Michigan and who were paid a daily rate without receiving overtime premiums in any workweek worked during the period from May 25, 2015 through May 2, 2019 (“FLSA Collective”).

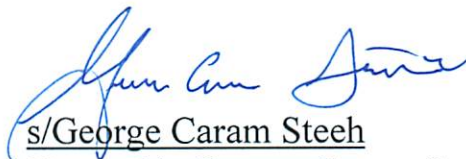
3. The Court approves, as to form and content, the proposed Notice to FLSA Collective Members. The Court finds that the procedures for notifying FLSA Collective Members about the settlement as described in the Agreement provide the best notice practicable under the circumstances. The court approves the notice program as set forth in the Agreement, including the timing and method of providing notice.

4. The Parties are ordered to carry out the settlement according to the terms of the Agreement.

5. The Court approves Plaintiff’s counsels’ fees and costs in the amount of \$33,333, or the equivalent of approximately one-third of the settlement fund, as set forth in the Agreement, finding that such fees and costs are fair and reasonable; and

6. The case is dismissed without prejudice, to convert to dismissal with prejudice in six months, each party to bear its own fees and costs except as otherwise provided in the Agreement and by this Order.

**SO ORDERED**



s/George Caram Steeh  
Honorable George Caram Steeh  
United States District Judge

Dated: *May 21, 2019*