

1 **COGBURN LAW OFFICES**
 2 ANDREW L. REMPFER, ESQ.
 3 Nevada Bar No. 8628
 4 alr@cogburnlaw.com
 5 2879 St. Rose Parkway, Suite 200
 Henderson, Nevada 89052
 (702) 384-3616
Attorneys for Plaintiffs

6 **UNITED STATES DISTRICT COURT**
 7 **DISTRICT OF NEVADA**

8 SHANE HARRIS, an individual; GARIAN
 9 CARTER, an individual; DENISE HADDIX, an
 individual; individually and on behalf of all
 others similarly situated,

Case No: 2:14-cv-00244-RCJ-CWH

10 Plaintiffs,

ORDER APPROVING SETTLEMENT

11 vs.

12 METLIFE AUTO & HOME INSURANCE
 13 AGENCY, INC., a foreign corporation;
 METROPOLITAN PROPERTY &
 14 CASUALTY INSURANCE, INC., a foreign
 corporation; a Nevada corporation;
 15 METROPOLITAN LIFE INSURANCE
 COMPANY, a foreign corporation; DOES I
 16 through V, inclusive; and ROE corporations I
 through V, inclusive,

17 Defendants.
 18

COGBURN LAW OFFICES

2879 St. Rose Pkwy., Suite 200
 Henderson, Nevada 89052
 (702) 384-3616 FAX: (702) 943-1936

19
 20 On December 5, 2014 the parties filed a Joint Motion to Approve Settlement [Dkt. #31].
 21 On December 16, 2014 the parties, by and through their counsel of record, Andrew L. Rempfer,
 22 Esq. of Cogburn Law Offices and Christina M. Mamer, Esq. of Prince & Keating, appeared at
 23 the hearing regarding the Joint Motion.

24 The Court reviewed the papers and pleadings on file herein and the respective arguments
 25 of counsel. The Court also provided an opportunity for objections to be lodged to the settlement.
 26 No objections were made after the Court inquired during the hearing that was noticed for, and
 27 occurred on, December 16, 2014.
 28

1 After due consideration to the positions counsel articulated during the hearing, the Court
2 finds and concludes as follows:

3 The proposed settlement resolves a wage and hour lawsuit pending since February 2014.
4 Plaintiffs alleged they were misclassified as exempt from overtime under the Fair Labor
5 Standards Act (“FLSA”) and state law.

6 The parties participated in a private mediation before Mediator Michael Dickstein on
7 October 15, 2014. At the mediation, the parties successfully resolved their claims. At the
8 mediation, the parties reached a global resolution of this dispute, subject to Court approval and
9 without any admission of liability, for the sum of \$425,000, inclusive of attorneys’ fees and
10 costs. The Settlement Stipulation reached in this matter also contains a provision to calculate a
11 damages/settlement figure for any future plaintiffs who may later seek to assert similar claims.

12 Settlements of FLSA claims may be submitted to a court for judicial approval. *In re*
13 *Sepracor Inc. Fair Labor Standards Act (FLSA) Litigation*, 2009 WL 3253947, 2 (D. Ariz. 2009)
14 (“FLSA claims may be compromised after the court reviews and approves a settlement in a
15 private action for back wages under 29 U.S.C. §216(b).”) (citing *Prater v. Commerce Equities*
16 *Mgmt. Co.*, 2008 WL 5140045, 9 (S.D. Tex. 2008); *Lynn’s Food Stores, Inc. v. U.S. Dep’t of*
17 *Labor*, 679 F.2d 1350, 1353 (11th Cir. 1982)). “The court ‘may approve a settlement if it reflects
18 a reasonable compromise over issues.’” *Sepracor*, 2009 WL 3253947 at 2 (citing *Hand v. Dionex*
19 *Corp.*, 2007 WL 3383601 at 1 (D. Ariz. 2007); *Lynn’s*, 679 F.2d at 1354).

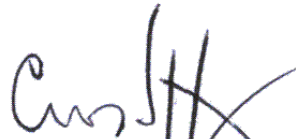
20 The proposed Settlement reflects a good faith resolution of the issues in this case.
21 Plaintiffs alleged that Defendants were liable for, among other things, alleged unpaid wages,
22 liquidated damages and attorneys’ fees. Defendants, on the other hand, strongly contested
23 liability under the FLSA and whether there were any damages. There are genuine disputes as to,
24 among other things, whether Plaintiffs were misclassified, the amount of hours Plaintiffs
25 allegedly worked and whether any hours qualified for overtime, and whether the rate at which
26 Plaintiffs should be compensated was proper. The Settlement is not a product of collusion
27 between the parties. The proposed settlement is “a fair and reasonable compromise of a bona fide
28

1 dispute under the FLSA.” *Prater*, 2008 WL 5140045 at 2.¹

2 Accordingly, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the Joint
3 Motion to Approve Settlement is GRANTED IN ITS ENTIRETY consistent, in all parts, with
4 the relief sought in the Joint Motion [Dkt. #31]. As explained above, the Settlement is a fair and
5 reasonable compromise of all claims in this bona fide dispute;

6 IT IS FURTHER ORDERED that on or before January 2, 2015, the parties shall submit a
7 Stipulation and Order for dismissal with prejudice, with each party bearing their own attorneys’
8 fees and costs.

9 Dated February 9, 2015.



C.W. Hoffman, Jr.
United States Magistrate Judge

11 Respectfully Submitted By:

12 **COGBURN LAW OFFICES**

13 By: /s/ Andrew L. Rempfer, Esq.
14 ANDREW L. REMPFER, ESQ.
15 Attorneys for Plaintiffs

16 Approved As to Form and Content By:

17 **MORGAN LEWIS & BOCKIUS LLP**

18 By: _____
19 CHRISTOPER A. PARLO, ESQ.
20 Attorneys for Defendants
Admitted Pro Hac Vice

21 And

22 **PRINCE & KEATING**

23 By: _____
24 DENNIS PRINCE, ESQ.
25 Attorneys for Defendants

26 _____
27 ¹ As noted in the parties’ Settlement Stipulation, the payment of settlement funds is a compromise,
28 settlement and accord and satisfaction of alleged loss, damages, claims, actions, causes of action, suits
and liability, all of which are expressly denied, doubtful, uncertain and disputed.