UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

CHRISTOPHER COONAN, *on behalf of himself and all others similarly situated*,	)	Case No. 5:16 CV 549
Plaintiff,	)	JUDGE JOHN R. ADAMS
vs.	)	
DEFLECTO, LLC,	)	
Defendant.	)	**ORDER**

Now pending before the Court are the parties' joint motion for Approval of Settlement and Stipulation of Dismissal with Prejudice (Doc. # 16) and Supplemental Motion for Approval of Settlement and Stipulation of Dismissal with Prejudice (Doc. #22) as well as the parties' Joint Notice of Filing Confidential Revised Settlement Agreement (Doc. #24).

A court presiding over an FLSA action may approve a proposed settlement of the action under the FLSA § 16(b) "after scrutinizing the settlement for fairness." *Landsberg v. Acton Enterprises, Inc.*, 2008 WL 2468868 at *1 n.1 (S.D. Ohio June 16, 2008) (quoting *Lynn's Food Stores, Inc. v. United States*, 679 F.2d 1350, 1353-55 (11th Cir. 1982) (the court should determine whether the settlement is "a fair and reasonable resolution of a bona fide dispute") (citing *Schulte, Inc. v. Gangi*, 328 U.S. 108, 66 S. Ct. 925, 928 n.8 (1946))).

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Other courts in this Circuit have observed, "[t]he need for the court to ensure that any settlement of [an FLSA] action treats the Plaintiff fairly is similar to the need for a court to determine that any class-action settlement is 'fair, reasonable, and adequate.'" *Crawford v. Lexington-Fayette Urban County Government*, 2008 WL 4724499, at *3 (E.D. Ky. Oct. 23, 2008).

The Sixth Circuit uses seven factors to evaluate class action settlements, and the *Crawford* Court applied those factors in assessing the fairness of an FLSA settlement:

(1) the risk of fraud or collusion;
(2) the complexity, expense and likely duration of the litigation;
(3) the amount of discovery engaged in by the parties;
(4) the likelihood of success on the merits;
(5) the opinions of class counsel and class representatives;
(6) the reaction of absent class members; and
(7) the public interest.

UAW v. General Motors Corp., 497 F.3d 615, 626 (6th Cir. 2007) (citing *Granada Invs., Inc. v. DWG Corp.,* 962 F.2d 1203, 1205 (6th Cir.1992); *Williams v. Vukovich,* 720 F.2d 909, 922-23 (6th Cir.1983)), *quoted in Crawford*, 2008 WL 4724499 at *3.

In this matter, the Court has held a hearing and conducted multiple telephone conferences addressing the content of the settlement agreement. The Court has requested and received additional briefing on the calculation of the settlement amount and the degree to which the proposed amount will settle the claims of the proposed class. The parties have responded to the Court's concerns and modified the terms of settlement to address the same. The Court is now satisfied that a bona fide dispute exists between the parties; that they have engaged in meaningful discovery and negotiations based on that discovery; that they have demonstrated the relative merits of each party's claim; that this settlement avoids further expense and drawn out litigation; and that the proposed settlement represents meaningful recovery for all class members. The Court acknowledges the opinions of class counsel and the class representative as to the appropriateness of the proposed settlement and recognizes the utility of such settlements in the public interest. Accordingly, the parties' proposed amended settlement agreement (Doc. #24) is APPROVED as fair and reasonable. The parties' Joint

Motion for Approval of Settlement (Doc. #16) and Supplement (Doc. #22) are GRANTED as to the Amended Settlement Agreement (Doc. #24).

Accordingly, this matter is DISMISSED WITH PREJUDICE, each party to bear their own costs; this Court retains jurisdiction over settlement.

/s/ John R. Adams
U.S. District Judge
Northern District of Ohio
Eastern Division

Dated: February 10, 2017