

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF OHIO
WESTERN DIVISION

PATRICIA K. KUNKLE,	:	Case No. 3:13-cv-82
	:	
Plaintiff,	:	Judge Timothy S. Black
	:	
vs.	:	
	:	
Q-MARK, INC., et al.,	:	
	:	
Defendants.	:	

ORDER GRANTING THE PARTIES’ JOINT MOTION FOR APPROVAL OF SETTLEMENT OF PLAINTIFF’S UNPAID OVERTIME CLAIMS (Doc. 17)

This case is before the Court on the parties’ Joint Motion for Approval of Settlement of Plaintiff’s Unpaid Overtime Claims. (Doc. 17). “As a general rule, employees’ claims under the FLSA are non-waivable and may not be settled without supervision of either the Secretary of Labor or a district court.” *Gentrup v. Renovo Services, LLC*, No. 1:07CV430, 2011 WL 2532922, *2 (S.D. Ohio Jun. 24, 2011) (citing *Lynn’s Food Stores, Inc. v. United States*, 679 F.2d 1350, 1352–53 (11th Cir. 1982).

“The proper procedure for obtaining court approval of the settlement of FLSA claims is for the parties to present to the court a proposed settlement, upon which the district court may enter a stipulated judgment only after scrutinizing the settlement for fairness.” *Id.* (citation omitted). “If a settlement in an employee FLSA suit reflects ‘a reasonable compromise over issues,’ such as FLSA coverage or computation of back wages that are ‘actually in dispute,’ the court may approve the settlement ‘in order to

promote the policy of encouraging settlement of litigation.”” *Id.* (citation omitted). To determine whether a proposed FLSA settlement is fair and reasonable, courts consider:

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

Id. (citing *Int'l Union, United Auto., Aerospace and Agr. Implement Workers of Am. v. General Motors Corp.*, 497 F.3d 615, 631 (6th Cir. 2007); *Granada Invs., Inc. v. DWG Corp.*, 962 F.2d 1203, 1205 (6th Cir. 1992)).

Here, the foregoing factors do not squarely apply to the circumstances presented because the parties agree that the proposed settlement agreement compensates Plaintiff for the full extent of overtime she alleges she was not paid. In addition, the proposed settlement includes the full extent of liquidated damages and attorney fees Plaintiff claims. In such circumstances, courts have concluded that “once the parties have agreed that Plaintiff will receive every penny he [or she] is entitled to under FLSA and that compensation will not be diluted by attorneys fees or costs or other such provisions, the Court’s review responsibilities under *Lynn’s Food* are done.” *Id.*

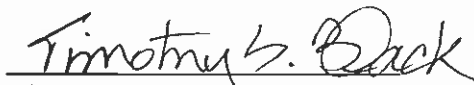
The Court finds that the settlement proposed by the parties in this case is a fair and reasonable resolution to a bona fide dispute. In light of the fact that the parties agree that the proposed settlement fully compensates Plaintiff for the entirety of her alleged overtime claims, approval of the proposed settlement is proper. Further litigation would

result in no additional recovery of compensatory or liquidated damages for Plaintiff on her FLSA claims and would simply result in further accumulation of attorney fees.

Accordingly, in light of the foregoing, the Court **GRANTS** the parties' Joint Motion (Doc. 17) and **APPROVES** the parties' proposed settlement. Because the parties represent that all of Plaintiff's claims are settled, the Court intends to enter a 30 day conditional order of dismissal of this case unless the parties advise the Court otherwise within 7 days from the entry of this Order.

IT IS SO ORDERED.

Date: 12/30/13


Timothy S. Black
United States District Judge