

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF TENNESSEE  
AT GREENEVILLE

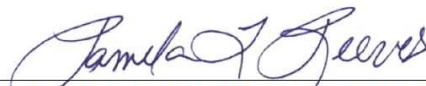
BRANDY CHIPPS and FORREST FONT,	)	
individually and on behalf of all others	)	
similarly situated,	)	
	)	
<i>Plaintiffs,</i>	)	
	)	No. 2:16-cv-132
v.	)	Reeves/Corker
	)	
J.E. DAVIS ENTERPRISES, INC.,	)	
	)	
<i>Defendant.</i>	)	

**Memorandum Opinion and Order**

Before the Court is the parties’ joint motion to approve the settlement agreement. Brandy Davis and Forrest Font sued J.E. Davis Enterprises Inc. under the Fair Labor Standards Act, 29 U.S.C. §§ 201–219. Before parties can settle FLSA suits, the court must approve the settlement agreement. *Int’l Union v. Gen. Motors Corp.*, 497 F.3d 615, 631 (6th Cir. 2007); *see also Lynn’s Food Stores v. United States*, 679 F.2d 1350, 1354 (11th Cir. 1982). The settlement agreement will be approved only if it is “fair, reasonable, and adequate.” *Int’l Union*, 497 F.3d at 631.

The parties’ settlement agreement is fair, reasonable, and adequate. Five factors guide the Court’s analysis: the risk of fraud or collusion; the complexity, expense, and likely length of the suit; the amount of discovery the parties have undertaken; the likelihood of success on the merits; and the public interest. *Id.* The Court has reviewed the settlement agreement; the affidavit of James E. Davis, owner and CEO of J.E. Davis; and the parties’ joint motion. Based on these filings, the Court finds under the five factors that the settlement involves the resolution of a bona fide dispute and is fair, reasonable, and adequate. The motion is **GRANTED**, and the settlement agreement is **APPROVED**. This suit is **DISMISSED with prejudice** except, per the settlement agreement, the Court retains jurisdiction to enforce the agreement’s terms. *See Exact Software of N. Am., Inc. v. DeMoisey*, 718 F.3d 535, 540 (6th Cir. 2013).

**IT IS SO ORDERED.**

  
UNITED STATES DISTRICT JUDGE