

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WISCONSIN

ALVIN PINTOR,
Individually and on behalf of
all others similarly situated

Plaintiff,

Case No. 17-cv.890-pp

v.

HYPRO, INC.,
d/b/a SPIRIT MANUFACTURING, INC.
and SERVICE FIRST STAFFING, INC.,

Defendants.

**ORDER GRANTING FINAL APPROVAL OF SETTLEMENT AGREEMENT,
GRANTING PLAINTIFF'S MOTION FOR ATTORNEY'S FEES AND COSTS
(DKT. NO. 36), AND DISMISSING CASE WITH PREJUDICE**

On September 18, 2018, the court conducted a fairness hearing on the proposed settlement agreement. Dkt. Nos. 48, 51. At that hearing, the court found the settlement agreement to be fair, reasonable and adequate. For the reasons stated by the court on the record at that hearing, the court **ORDERS**:

1. The court **APPROVES** the settlement agreement in its entirety, and finds that the settlement agreement meets the requirements of federal law, relevant Wisconsin law and due process.

2. The court **FINDS** that the settlement terms negotiated by the parties and described in the settlement agreement are a fair and reasonable resolution of a *bona fide* dispute between the defendants, the named plaintiff, the certified Fed. R. Civ. P. 23 Class Members and the 29 U.S.C. § 216(b) Collective Class Members.

3. The court **ORDERS** that Hawks Quindel, S.C. shall serve as class counsel for the certified Fed. R. Civ. P. 23 Class and the 29 U.S.C. § 216(b) Collective Class.

4. The court **ORDERS** that Alvin Pintor shall serve as representative for the certified Fed. R. Civ. P. 23 Class and the 29 U.S.C. § 216(b) Collective Class.

5. The court **ORDERS** that the settlement agreement is binding on the defendants, Alvin Pintor, the Collective Class, and all of the Rule 23 Class Members who have not excluded themselves.

6. The court **ORDERS** that the clerk shall enter judgment against the defendant Hypro, Inc. d/b/a Spirit Manufacturing, Inc. in the total amount of \$120,000.00, inclusive of attorneys' fees, dismissing with prejudice the Collective Class and Rule 23 Class Members' released claims.

7. The court **ORDERS** that the clerk shall enter judgment against the defendant Service First Staffing, Inc. in the total amount of \$10,000.00, inclusive of attorneys' fees, dismissing with prejudice the Collective Class and Rule 23 Class Members' released claims.

8. The court **FINDS** the service award of \$5,000.00 to Named Plaintiff Pintor to be fair and reasonable.

9. The court **FINDS** that the plaintiff's request of attorneys' fees in the amount of 33.33% of the settlement fund (\$43,333.33) is reasonable.

10. The court **FINDS** that the plaintiff's request of costs in the amount of \$1,194.19 is fair and reasonable.

11. The court **GRANTS** plaintiff's motion for attorney's fees, dkt. no. 36, and **AWARDS** Hawks Quindel, S.C. a total of \$44,527.52 in fees and costs.

12. Under the settlement agreement, the court **ORDERS** the defendants to make payments as provided for in the settlement agreement after application of Section IV.H.4. to Hawks Quindel, S.C. within twenty-one (21) days of the date of the entry of this order.

13. By consent of the parties, the court shall **RETAIN JURISDICTION** over the case solely to enforce the terms of their settlement agreement under the authority of Kokkonen v. Guardian Life Insurance Company of America, 511 U.S. 375, 381-82 (1994).

14. The court **ORDERS** the defendants to make payment to the Class Members in the following amounts:

Employee Name	HYPRO W2	HYPRO 1099	SFS W2	SFS 1099	TOTALS
Anderson, Brook A.	\$12.96	\$6.48			\$19.45
Bakalar, Kurt	\$195.94	\$139.96			\$335.89
Bankhead, Terry	\$746.88	\$533.49			\$1,280.37
Blackshire, Terrance L.	\$0.00	\$0.00			\$0.00
Borth, Ronald J.	\$794.88	\$567.77			\$1,362.65
Brinkmann, Timothy W.	\$56.48	\$28.24			\$84.71
Brook, Jeffrey C.	\$207.37	\$148.12			\$355.50
Brown John T	\$18.64	\$9.32			\$27.96
Burbey, Robert A.	\$1,048.50	\$748.93			\$1,797.43
Burch, Daniel W.	\$718.84	\$513.46			\$1,232.31
Cannon, Kimberly	\$365.42	\$182.71			\$548.14
Carter, Tyrone			\$140.56	\$100.40	\$240.96
Cherry, Ray	\$394.96	\$282.11			\$677.07
Cipov, Mike	\$66.45	\$33.22			\$99.67
Clark, Don	\$705.55	\$503.97			\$1,209.52
Cotter, Michael P.	\$762.82	\$544.87			\$1,307.69
Crom, Mark L.	\$487.87	\$348.48			\$836.35
Cruz-Hernandez, Manuel	\$752.03	\$537.17			\$1,289.20
Czarnecki, Mark A.	\$76.68	\$38.34			\$115.02

Daniels, Joshua E.	\$52.98	\$26.49			\$79.47
Daniels, Todd A.	\$14.73	\$7.37			\$22.10
Dashner, Nick	\$71.01	\$35.51			\$106.52
Daube, Steve G.	\$64.19	\$32.09			\$96.28
DeNeve-Ewing, Laurie	\$61.97	\$30.98			\$92.95
Dragoljevic, Pero	\$959.47	\$685.34			\$1,644.81
Elliott, Loretta	\$0.00	\$0.00			\$0.00
Farney, Joshua L	\$24.69	\$12.34			\$37.03
Gay, Debra A.	\$579.15	\$413.68			\$992.83
Gay, Ron	\$17.28	\$12.34			\$29.62
Gentele, Ryan M	\$230.94	\$115.47			\$346.42
Giral, J. Guadalupe	\$445.07	\$222.54			\$667.61
Gregoric, John R	\$64.19	\$32.09			\$96.28
Grobe, Karen	\$154.37	\$110.27			\$264.64
Grossmeyer, William	\$692.59	\$494.71			\$1,187.29
Hane, David C.	\$51.84	\$37.03			\$88.87
Hanson, Michael R.			\$181.32	\$90.66	\$271.98
Harvill, Brian	\$27.14	\$19.39			\$46.53
Hendrickson, Gerald	\$443.90	\$221.95			\$665.85
Hernandez, Juan	\$74.84	\$37.42			\$112.26
Hernandez, Nicolas	\$53.56	\$38.26			\$91.81
Herr, Patrick	\$0.00	\$0.00			\$0.00
Heup, Amelia	\$131.89	\$94.21			\$226.10
Heup, Carol A.	\$51.84	\$37.03			\$88.87
Heup, Catherine	\$47.64	\$34.03			\$81.67
HOFFMAN, ROBERT	\$51.84	\$37.03			\$88.87
Hood, Riley	\$0.00	\$0.00			\$0.00
Idrizovic, Fako	\$353.56	\$176.78			\$530.34
Jackson, George A	\$13.98	\$6.99			\$20.97
Jackson, Keith	\$0.00	\$0.00			\$0.00
Jordon J Schultz	\$0.00	\$0.00			\$0.00
Jurkiewicz, Bonnie	\$767.89	\$548.49			\$1,316.38
Kaufman, Giacomo	\$0.00	\$0.00			\$0.00
Kazee, Latrial	\$34.56	\$17.28			\$51.84
Kikanovic, Mirsad	\$700.79	\$500.56			\$1,201.35
Kisting, Gregory D	\$346.17	\$173.08			\$519.25
Kobleski, Michael L.	\$967.30	\$690.93			\$1,658.23
Kogutkiewicz, Jacob	\$9.87	\$4.94			\$14.81
Krenzke, Shawn N	\$39.50	\$19.75			\$59.25
Kriegsman, Keith L.	\$908.76	\$649.12			\$1,557.88
Kroes, Ryan W			\$98.75	\$49.37	\$148.12
Kruck, Alexander M	\$18.64	\$9.32			\$27.96
Langer, Terry L.	\$0.00	\$0.00			\$0.00

Larriuz, Jesus	\$709.44	\$506.74			\$1,216.18
Larriuz, Jesus JR.	\$103.62	\$74.02			\$177.64
Larruiz, Jesus	\$0.00	\$0.00			\$0.00
LASCHOBBER, RICHARD	\$33.71	\$24.08			\$57.80
Lee, Pathong	\$418.59	\$209.29			\$627.88
Lindberg, Jason	\$0.00	\$0.00			\$0.00
Lombardi, Scott E	\$25.92	\$18.52			\$44.44
Long, Robert	\$53.48	\$26.74			\$80.22
Luckmann, Casey M	\$16.86	\$8.43			\$25.29
Marcelles, Kenneth M.	\$126.03	\$63.01			\$189.04
Marcinkiewicz, Jaroslaw	\$24.44	\$12.22			\$36.66
Mark A Schulz	\$9.87	\$4.94			\$14.81
Marshalek, Sandra A.	\$132.12	\$66.06			\$198.17
Marshall, Kevin	\$0.00	\$0.00			\$0.00
Mattson, Paul M.	\$113.33	\$56.66			\$169.99
Maxfield, Donald	\$0.00	\$0.00			\$0.00
Menges, Jesse	\$47.16	\$23.58			\$70.73
Menges, Jesse	\$34.56	\$17.28			\$51.84
Mercado, Timothy	\$728.60	\$520.43			\$1,249.03
Mercado, Timothy	\$17.28	\$12.34			\$29.62
Mhoog (Paul) Xiong	\$0.00	\$0.00			\$0.00
Morrone, Marco A.			\$9.87	\$4.94	\$14.81
Moua, Dang K.	\$451.56	\$225.78			\$677.34
Nakielski, James M.	\$777.41	\$555.29			\$1,332.70
Nakielski, James M.	\$8.64	\$6.17			\$14.81
Napierala, Michael R.	\$776.95	\$554.97			\$1,331.92
Negron Garcia, Ricardo			\$44.44	\$22.22	\$66.66
Netzel, Deborah J.	\$0.00	\$0.00			\$0.00
Neuens, Elmer	\$769.40	\$549.57			\$1,318.97
Neuens, Elmer	\$86.41	\$61.72			\$148.12
Nicholson, Jade	\$881.02	\$629.30			\$1,510.32
Ortmann, Orise	\$0.00	\$0.00			\$0.00
Parr, Brian M	\$854.77	\$610.55			\$1,465.31
Perez, Alonzo	\$34.28	\$17.14			\$51.43
Perez, Alonzo	\$242.94	\$121.47			\$364.42
PINTOR, ALVIN			\$69.12	\$49.37	\$5,118.50
Poeschl, Matthew Sr.	\$199.45	\$99.73			\$299.18
Pokrzywinski, Todd	\$1,048.34	\$748.82			\$1,797.16
Pozos-Montoya, Camilo	\$148.24	\$105.89			\$254.13
Pugens, Matthew M.	\$963.20	\$688.00			\$1,651.20
Pugens, Michael J.	\$995.56	\$711.11			\$1,706.67
Rabe, Kathryn A	\$8.64	\$6.17			\$14.81
Redwing, Christopher	\$340.17	\$170.08			\$510.25

Reed, Joe	\$4.66	\$2.33			\$6.99
Rockteacher, Brian	\$970.89	\$693.49			\$1,664.38
Rogers, Sonya	\$725.08	\$517.91			\$1,242.99
Ronczka, Robert J.	\$163.24	\$81.62			\$244.86
Ruiz , Douglas Jr.	\$233.30	\$166.64			\$399.93
Rytman, Brian	\$0.00	\$0.00			\$0.00
Sansone, Nickolas	\$83.94	\$41.97			\$125.91
Sardina, Tim	\$662.59	\$331.30			\$993.89
Schwichtenberg, Tony	\$428.93	\$214.47			\$643.40
Shackelford, Robert	\$360.45	\$180.23			\$540.68
Shaffer, Sam	\$4.94	\$2.47			\$7.41
Sherman, Timothy J	\$9.32	\$4.66			\$13.98
Silvestre, Jose A.	\$891.29	\$636.64			\$1,527.93
Simpson, Kenan A.	\$46.15	\$23.08			\$69.23
Slade, Michael L.	\$121.39	\$60.69			\$182.08
Sowl, Carson	\$26.20	\$13.10			\$39.31
Stern, Vernon	\$663.98	\$474.27			\$1,138.26
Steward, William	\$72.12	\$36.06			\$108.18
Symiczek, Christopher J.	\$0.00	\$0.00			\$0.00
Tate, Darrel	\$0.00	\$0.00			\$0.00
Thao, Tong	\$291.19	\$145.60			\$436.79
Thavy, Grady	\$386.83	\$193.42			\$580.25
Thor, James	\$179.09	\$89.55			\$268.64
Tollefson, Steven C.	\$492.18	\$351.56			\$843.74
Trzecinski, Brian J.	\$550.88	\$275.44			\$826.32
Tucker, Derick			\$49.10	\$24.55	\$73.65
Tyler Pilat	\$46.60	\$23.30			\$69.90
Uphouse, Kersey	\$0.00	\$0.00			\$0.00
Vang, Cher Wa	\$103.55	\$51.77			\$155.32
Vincent, David	\$105.71	\$52.85			\$158.56
Walker, Earl	\$70.18	\$35.09			\$105.27
Weber, Elizabeth L.	\$303.50	\$151.75			\$455.25
Wehr Benjamin J	\$0.00	\$0.00			\$0.00
Weiss, Robert P			\$34.56	\$17.28	\$51.84
Weltzien, Jill M.	\$34.28	\$17.14			\$51.43
Wildt, James M.	\$281.99	\$201.42			\$483.41
Wilks, Johnny	\$808.15	\$577.25			\$1,385.40
Xiong, Mhoog(Paul)	\$55.92	\$27.96			\$83.88
Xiong, Soua	\$112.01	\$56.01			\$168.02
Xiong,Mhoog (Paul)	\$0.00	\$0.00			\$0.00
Yang, Bob	\$863.77	\$616.98			\$1,480.75
Yang, Nhiachue	\$707.24	\$505.17			\$1,212.40

Zorrilla, Alejandro H.	\$824.56	\$588.97			\$1,413.53
TOTALS	\$38,808.55	\$25,699.69	\$627.73	\$358.80	\$70,494.77

15. The court **ORDERS** that the defendant shall make payment of attorneys' fees and costs, without any withholdings and to be reported on an IRS 1099 form, to Plaintiffs' Counsel, Hawks Quindel, S.C., within twenty-one (21) days of the entry of this order, in the amount of \$44,527.52.

16. The court **ORDERS** the defendants shall deliver all payments described in paragraphs 6 through 12 above within twenty-one (21) days of the entry of this order to Plaintiffs' Counsel at Hawks Quindel, S.C., Attn: Attorney Larry A. Johnson, 222 E. Erie Street, Suite 210, Milwaukee, WI 53201.

17. For any payment issued under paragraphs 6 through 12 above that becomes null and void as a result of not being delivered or cashed within ninety days of issuance, and

- (a.) if the total amount of the Wisconsin Settlement Fund and the FLSA Settlement Fund that remains undeliverable or is otherwise not cashed within ninety days after the final payment equals or exceeds \$7,500, it shall be reallocated to the individuals who did cash their portion of the Wisconsin Settlement Fund and the FLSA Settlement Fund. Within twenty-one days of the expiration of the settlement checks, defendants shall deliver to Plaintiff's Counsel an accounting of unclaimed settlement funds (including name of recipient and amount of checks not cashed). Plaintiff's Counsel will provide a re-allocation of the remaining funds and provide said re-

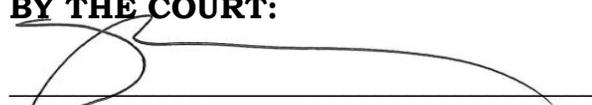
allocation to defendants. Defendants will, within twenty-one days of receiving the re-allocation, deliver to Plaintiff's Counsel the reallocated checks provided for in the re-allocation; or

- (b.) if the total amount of the Wisconsin Settlement Fund and the FLSA Settlement Fund that remains undeliverable or is otherwise not cashed within ninety days after the final payment equals less than \$7,500, that amount shall be considered *cy pres* and defendants shall pay that amount on a *pro rata* basis to The Employee Rights Advocacy Institute for Law & Policy, 2201 Broadway, Suite 420, Oakland, CA 94612. Within twenty-one days of the expiration of the settlement checks, defendants shall deliver to Plaintiff's Counsel an accounting of unclaimed settlement funds (including name of recipient and amount of checks not cashed). Within seven days of Plaintiff's Counsel's approval, defendants shall mail a check to the *cy pres* recipient, copying Plaintiff's Counsel.

The court **ORDERS** that this case is **DISMISSED WITH PREJUDICE**, and without further cost to either party.

Dated in Milwaukee, Wisconsin this 1st day of October, 2018.

BY THE COURT:



HON. PAMELA PEPPER
United States District Judge