UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF ILLINOIS

ALANDO SMITH, and MAURICE HARRIS-BALL, individually and on behalf of others similarly situated,	))))	
Plaintiffs,	))	
v.	))	Case No. 13-1481
ALAMO CLAIM SERVICE, PETER PERRINE, THORLIN LEE, DAVID SERFASS, CIS ALAMO, LLC, and STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY,	))))))	
Defendants.	)	

ORDER APPROVING FLSA SETTLEMENT

This matter is now before the Court on Plaintiffs' Unopposed Motion [177] for Settlement. For the reasons set forth below, Plaintiff's Motion [177] is GRANTED.

In this Fair Labor Standards Act overtime case, the Parties have proposed a settlement agreement for approval. The Court finds as follows:

1. The settlement payment checks shall be issued to the Non-Participants immediately.

2. The checks to the Non-Participants shall contain endorsement language thereon that subjects the payee to the Settlement and Release Agreement if the check is negotiated.

3. The Non-Participants shall have 30 days to negotiate their checks, or the checks expire and become invalid.

4. The Non-Participants who timely negotiate their checks become constituents of the Plaintiff class in this action and settlement.

5. Any and all claims of the Non-Participants who fail to timely negotiate their checks, as well as any Counterclaim against them, are dismissed without prejudice. Defendants may only reassert the Counterclaim upon the filing of any claim hereafter by the Non-Participants.

6. The Non-Participants who fail to timely cash their checks are removed from the class of Plaintiffs and do not become part of the Settlement and Release Agreement; as such, no terms of said agreement apply by or between the Non-Participants and the Defendants; no releases are granted by and between the Non-Participants and the Defendants.

7. The funds for the checks that are issued to the Non-Participants which expire after thirty (30) days from the date of issuance shall revert to the Defendant(s) who paid them.

8. The Parties' settlement and corresponding Settlement and Release Agreement ("Settlement") provides for payments to Named and opt-in Plaintiffs, service awards to the Named Plaintiffs, and reasonable attorney's fees and costs.

9. The Settlement is a fair and reasonable settlement of bona fide disputes. This is particularly true where Defendants had significant legal defenses (e.g., that plaintiffs are independent contractors and/or that some Plaintiffs waived their claims in *Belton*) and factual defenses (that the number of overtime hours is less than Plaintiffs' assertion and some Plaintiffs' claims are outside of the statute of limitations).

10. The service awards are reasonable and typical for this type of case.

11. Plaintiffs' attorney's fees and costs are reasonable and approved. The Named and opt-in Plaintiffs agreed to Plaintiffs' Counsel's fees and costs in their retainers, consent to sue forms, and settlement agreement. The fees, in the amount of one-third of the settlement fund, are in-line with the contingency that is typically charged in FLSA cases.

12. Except for the claims and counterclaims respecting the Non-Participants as ordered hereinabove, this case, including the counter-claims, is dismissed with prejudice.

13. The Court will retain jurisdiction over this action for the purposes of supervising the implementation, enforcement, construction, administration, and interpretation of the Settlement Agreement, including for overseeing the distribution of settlement funds. The parties shall abide by all terms of the Settlement and Release Agreement, which are incorporated herein, and this Order.

CONCLUSION

For the reasons stated above, Plaintiffs' Unopposed Motion [177] for Settlement is GRANTED.

This matter is now terminated.

Signed on this 16th day of November, 2016.

s/ James E. Shadid
James E. Shadid
Chief United States District Judge