Associates in Dispute Resolution LLC
212 S.W. 8th Ave., Suite 207
Topeka, KS 66603
(785)357-1800
(785)357-0002

PRIVATE ARBITRATION
BEFORE LARRY R. RUTE

LYNNETTE PALEVODA, individually and on behalf of others similarly situated, Claimant, and **WHITE OAK MANAGEMENT, INC., and WHITE OAK MANOR, INC.** Respondent.	**ADR Case No. 2025-0410-LRR**

FINAL AWARD APPROVING FLSA COLLECTIVE ACTION SETTLEMENT

The undersigned Arbitrator, having been designated in accordance with the Parties' arbitration provision in their FLSA Settlement Agreement and Release of Claims (the "Settlement"), and having carefully considered the Claimant's Consent Motion to Approve FLSA Collective Action Settlement (the "Motion") in order to make certain findings regarding the fairness, reasonableness, adequacy, and good faith nature of the Settlement described in and appended to the Motion, hereby makes the following determinations and enters this Final Award.

I. INTRODUCTION.

The Motion establishes that Claimant Lynnette Palevoda, on behalf of herself and all similarly situated, eligible, direct-care employees who choose to participate, and Respondents White Oak Management, Inc. and White Oak Manor, Inc. ("White Oak" or "Respondents"), have reached a settlement agreement finally resolving their disputes under the Fair Labor Standards Act ("FLSA"), 29 U.S.C. § 216(b). Exh. A to Motion.[1]

In sum, Claimant Palevoda, a non-exempt, Licensed Practical Nurse, alleges that she and other similarly situated health care workers employed by White Oak were deprived of overtime wages as a result of White Oak's automatic meal break deduction policy. Claimant also contends that White Oak promised but failed to pay her the full amount of her sign-on bonus in exchange for her continued employment. White Oak denies each of Claimant's allegations and denies it owes Claimant or any of its employees for allegedly unpaid wages.

Prior to Claimant filing suit, the Parties participated in a mediation with a third-party

[1] The Settlement is a pre-suit compromise agreement, and no lawsuit was filed in any federal district court. However, the Parties Settlement includes an agreement to submit their FLSA dispute, including approval of their Settlement, to private arbitration.

Associates in Dispute Resolution LLC
212 S.W. 8th Ave., Suite 207
Topeka, KS 66603
(785)357-1800
(785)357-0002

mediator, Hunter Hughes, Esq. Ultimately, the Parties reached a settlement agreement, the material terms of which were formalized in the Settlement Agreement and Release of Claims presently before this Arbitrator for review. Exh. A. to Motion. The Settlement includes an agreement to submit this matter to arbitration, including the issues of settlement and attorneys' fee approval. Exh. 1 to Motion. I find the Parties' agreement to arbitrate is a valid and binding arbitration agreement, enforceable under both federal and state contract law, and that the issues this Arbitrator will consider are within the scope of the Parties' arbitration agreement.[2]

Before me now is the Motion, which I find is properly before me for final and binding arbitration. For the reasons set forth below, I conclude the Settlement reached in this wage and hour collective action constitutes a fair and reasonable compromise of a bona fide dispute involving contested legal and factual issues, and it should in all respects be approved.

II. THE SETTLEMENT TERMS.

The material terms of the Parties' Settlement are summarized as follows:

- The Parties have agreed to resolve Claimant's wage and hour claims, as well as the claims of Eligible FLSA Settlement Collective Members, through Respondent's creation of a $2,500,000 Gross Settlement Fund, inclusive of Attorneys' Fees and Costs and settlement Administrative Costs, which include a Service Payment to Claimant Palevoda ("Gross Settlement Fund").[3]
- The Net Settlement Fund (the Gross Settlement Fund less Attorneys' Fees and Costs and settlement Administrative Costs) will be allocated *pro rata* to Eligible FLSA Settlement Collective Members pursuant to an equitable formula based upon each Eligible FLSA Settlement Collective Member's average weighted overtime rate and number of FLSA Weeks (workweeks during any pay period in which overtime was reported and paid) during the Relevant Period. Each Eligible FLSA Settlement Collective Member will be allocated a minimum dollar amount of $25.
- Each Eligible FLSA Settlement Collective Member will receive, via first-class mail, e-mail, and text message, a Settlement Notice and Opt-in Claim Form, disclosing their eligible settlement amount and advising them of their rights and options under the Settlement. Exh. A, at ¶ 5.C.; Exh. B. Eligible FLSA Settlement Collective Members who wish to participate in the Settlement will have 45 days to complete and return their Opt-in Claim Form either electronically via text or email link or via mail.
- In exchange for their settlement payment, Claimant and the FLSA Opt-in Claimants will release only wage and hour claims as defined in the Settlement Agreement.

[2] The Parties consented to collective arbitration: this is not in dispute. Moreover, this is an opt-in Settlement: Eligible FLSA Settlement Collective Members are notified they are consenting to this Arbitrator's jurisdiction if they timely return a claim form opting into this Settlement. Exh. 1 to Motion. *See also Oxford Health Plans, LLC v. Sutter*, 133 S. Ct. 2064, 2071-72 (Alito, J., concurring) (suggesting only class members who are required to opt in may consent to and be bound by the arbitrator's decisions).

[3] Capitalized words and phrases are intended to reflect terms defined in the Settlement.

Associates in Dispute Resolution LLC
212 S.W. 8th Ave., Suite 207
Topeka, KS 66603
(785)357-1800
(785)357-0002

- Eligible FLSA Settlement Collective Members who choose not to participate (i.e. do not timely return an Opt-in Claim Form) will release nothing and retain all their existing rights.
- Because all non-participating FLSA Settlement Collective Members will retain their existing rights to sue White Oak for unpaid wages, Respondent shall retain their unclaimed Settlement Allocation funds in anticipation of satisfying any future claims made by non-participating FLSA Settlement Collective Members.
- The average *per capita* Settlement Allocation for Eligible FLSA Settlement Collective Members is approximately $850.00, with a minimum allocation of $25.
- Each Individual FLSA Opt-in Settlement Allocation is free and clear of any attorneys' fees, litigation expenses, mediation costs, and settlement administration costs.[4]
- Respondent will separately pay its own share of payroll taxes.
- Claimant Lynnette Palevoda will receive a Service Payment in the amount of $25,000 for her efforts materially participating in and pursuing these claims on behalf of the FLSA Collective, as well as in exchange for a general release of all claims, including her separate claim for allegedly unpaid sign-on bonus.
- FLSA Counsel will receive $875,000 (35% of the Gross Settlement Fund) for attorneys' fees, plus $16,255.65 for costs and expenses, plus the costs of arbitration ("Attorneys' Fees and Costs").

III. THE SETTLEMENT IS APPROVED.

This Arbitrator approves the Settlement for at least the following reasons. The brevity of this Final Award and each of its determinations and conclusions is not a reflection of the diligence or care taken by the Parties in presenting, or by this Arbitrator in evaluating, the information pertinent to resolving this Motion. That this Final Award may not address each and every contention does not mean this Arbitrator did not consider them: the Parties may assume, as does this Final Award, that any contention not specifically discussed herein was resolved in favor of approving this Settlement.

A. Applicable Law Supports Settlement Approval.

The proposed settlement reflects a fair and reasonable compromise of the Parties' claims and defenses. When reviewing the fairness of an FLSA settlement, the court (or Arbitrator) should approve a fair and reasonable settlement if it was reached as an arm's length resolution of contested litigation to resolve a bona fide dispute under the FLSA. *See Lynn's Food Stores, Inc. v. United States*, 679 F.2d 1350, 1352-54 (11th Cir. 1982). First, the court must be satisfied that the settlement was the product of "contested litigation." *Id.* at 1353. Second, the court must inquire as to whether the settlement involves a fair and reasonable resolution of a bona fide FLSA dispute between the Parties. *Id.* Courts typically rely on the adversarial nature of a

[4] Settlement administration costs are estimated not to exceed $20,582.

Associates in Dispute Resolution LLC
212 S.W. 8th Ave., Suite 207
Topeka, KS 66603
(785)357-1800
(785)357-0002

litigated FLSA case that resolves through arm's-length negotiations as *indicia* of fairness. *Id*. at 1354.

Based on the contested nature of the Parties' claims and defenses submitted to arbitration and the quality of the settlement, I conclude that the Settlement is a reasonable resolution of a bona fide dispute in contested litigation.

1. The Settlement is the Product of Contested Litigation.

The Parties herein have agreed to resolve their contested claims and defenses in arbitration. The Parties need not file a lawsuit to resolve their contested FLSA claims and defenses. Under the Federal Arbitration Act and the general policy favoring arbitration, parties can consent to arbitration and enter private settlements to be approved by the Arbitrator. *See, e.g., Martinez v. Bohls Bearing Equipment Co.*, 361 F. Supp. 2d 608 (W.D. Tex. 2005), adopted by *Martin v. Spring Break '83 Productions, LLC*, 688 F.3d 247 (5th Cir. 2012) (holding that private release of FLSA rights is valid); *see, e.g*., *Bryan Disher, et al. v. Nomac Drilling, LLC* (AAA Case No. 70-10-00291-11 – 2011); *William McCarta v. Nabors International, Inc*., (AAA Case No. 01-15-0004-2831 – 2015); *Jaime Gallo v. Prima Home Health, Inc.* (JAMS Case No. 1410007998 – 2018).

There is no question that the Parties' Settlement is the product of contested claims. Claimant's Complaint (Exh A-1 to Motion) made detailed factual allegations describing Respondents' alleged unlawful compensation practices. Respondents vehemently denied— and continue to deny—all of Claimant's material factual allegations and intended to assert an array of affirmative defenses that, if true, could bar Claimant's claims, in whole or in part.

The negotiations history described in the Motion and Settlement confirms that, over the last nine months, the Parties debated their respective positions in this matter, engaged in meaningful discovery, and participated in a full-day mediation session where they further advocated their respective positions, all before reaching the Settlement presently before this Arbitrator. Accordingly, there is no question the Settlement is the product of contested litigation. *See Lynn's Food*, 679 F.2d at 1353.

2. The Settlement Reflects a Fair and Reasonable Resolution of a Bona Fide Dispute.

a. A Bona Fide Dispute Existed Between the Parties.

A bona fide wage dispute exists when an employee and an employer disagree "with respect to coverage or amount due under the [FLSA]." *Brooklyn Savs. Bank v. O'Neil*, 324 U.S. 697, 703 (1945). "[A] dispute concerning overtime pay owed to class members is precisely the type of dispute the FLSA is designed to address." *Altnor v. Preferred Freezer Servs.*, 197 F. Supp. 3d 746, 763 (E.D. Pa. 2016) (citing *Barrentine v. Arkansas-Best Freight Sys., Inc.*, 450 U.S. 728, 739, 101 S.Ct. 1437 (1981)).

Here, this Settlement reflects a compromise of several hotly contested issues, including but not limited to: (1) whether Claimant and other direct care employees performed work during meal breaks that Respondent failed to record in its timekeeping system (*i.e.* "off- the-clock" work); (2) whether off-the-clock work during meal breaks, if any, resulted in unpaid overtime

Associates in Dispute Resolution LLC
212 S.W. 8th Ave., Suite 207
Topeka, KS 66603
(785)357-1800
(785)357-0002

premiums in each week Claimant and other direct care employees worked during the Relevant Time Period; (3) the amount of unpaid overtime worked by Claimant and other direct care employees; (4) whether Claimant and other direct care employees are sufficiently similar to sustain a collective action through trial of this matter; (5) whether Respondents acted with the requisite good faith to avoid paying liquidated damages; (6) whether Respondents' alleged overtime violations were willful, such that a three- (as opposed to two-) year statute of limitations applies to Claimant's individual and collective claims.

Without a doubt, a bona fide dispute between the Parties existed over contested issues.

b. The Settlement Is Fair and Reasonable.

A presumption of fairness attaches to this Settlement. *See Lynn's Food*, 679 F.2d at 1354 (courts rely on the adversarial nature of a litigated FLSA case resulting in settlement as indicia of fairness); *see also In re BankAmerica Corp. Securities Litig.*, 210 F.R.D. 694, 700 (E.D. Mo. 2002) ("In evaluating the settlement, the Court should keep in mind the unique ability of class and defense counsel to assess the potential risks and rewards of litigation; a presumption of fairness, adequacy and reasonableness may attach to a class settlement reached in arms-length negotiations between experienced, capable counsel after meaningful discovery") (citations omitted). "If the proposed FLSA settlement reflects a reasonable compromise over contested issues, it should be approved." *McMahon v. Olivier Cheng Catering & Events, LLC*, No. 1:08-cv-08713, 2010 WL 2399328, at *6 (S.D.N.Y. Mar. 3, 2010).

The Parties' Settlement is fair and reasonable. The $2.5 million Settlement compensates Claimant and approximately 1,800 Eligible FLSA Collective Members for roughly one missed meal break in every FLSA Week worked during the Relevant Period (based upon a 3-year statute of limitations). This results in an average payout of approximately $850 each, and no one will receive less than $25. Moreover, the Settlement provides an equitable distribution among Eligible FLSA Settlement Collective Members based upon their respective pay rates and number of FLSA Weeks worked during the Relevant Period.

Given the Parties' disputes over the willfulness of Respondent's alleged violations, the availability of liquidated damages, and Claimant's ability to establish by reasonable inference the number of missed or interrupted meal breaks and amount of unpaid overtime hours each FLSA Settlement Collective Member incurred in each week, this result is fair and reasonable to Claimant and all Eligible FLSA Settlement Collective Members.

In addition to the substantial monetary compensation, this Settlement provides (1) certain and immediate relief to Claimant and each Eligible FLSA Settlement Collective Member who chooses to accept the deal;[5] (2) avoids the risk and uncertainty of continued litigation; and (3) eliminates the delay and expense of trial and possibly appeal. These factors favor settlement approval.

Public policy also favors the settlement of FLSA disputes. This is particularly true in complex cases where, as here, the Parties will conserve substantial resources by avoiding the

[5] Importantly, the Settlement allows anyone dissatisfied with her/her eligible Settlement amount to decline to participate and retain all their existing rights to pursue their own claim.

time, cost, and rigor of protracted litigation. *See Lynn's Food*, 679 F.2d at 1354 (recognizing policy of encouraging settlement of FLSA litigation); *see also Petrovic v. AMOCO Oil Co*., 200 F.3d 1140, 1149 (8th Cir. 1999) (citations omitted) (a "strong public policy favors [settlement] agreements, and courts should approach them with a presumption in their favor.").

Claimant's counsel also attest to the fairness and reasonableness of the Settlement and insist it is a highly favorable result. "Although the Court is not bound by counsel's opinion, their opinion nevertheless is entitled to great weight." *In re BankAmerica*, 210 F.R.D. at 702. I conclude that the Settlement reflects a fair and reasonable resolution of a bona fide dispute over FLSA coverage, alleged violations and available damages and therefore approve the Settlement.

3. The Service Award Is Appropriate.

I also approve as reasonable the Settlement's $25,000 service payment to Named Claimant Lynnette Palevoda in consideration for her work pursuing these FLSA claims to the benefit of all putative FLSA Settlement Collective Members, as well as to satisfy her claim for allegedly unpaid sign-on bonus. In exchange, Claimant Palevoda has agreed to a full and general release of all claims—unlike Participating Claimants who release only wage-related claims.

In addition to serving as consideration for her full release, the Service Award compensates Claimant Palevoda for her time and effort spent in retaining counsel, reviewing and approving the allegations in the draft Complaint and, ultimately, authorizing initiation of this Arbitration, in her own name against her current employer, working with counsel on their factual investigation, and remaining available to consult as needed during and after mediation. *See e.g., Knox v. Jones Grp.*, No. 15-CV-1738 SEB-TAB, 2017 WL 3834929, at *3 (S.D. Ind. Aug. 31, 2017) (recognizing Courts approve service awards totaling $25,000-$40,000 in FLSA cases, including for service in connection with pre-suit investigation and informal discovery efforts); *In re Interior Molded Doors Indirect Purchaser Antitrust Litig.*, No. 3:18-CV-00850-JAG, 2021 WL 5195089, at *4 (E.D. Va. July 27, 2021) ("District courts in this Circuit have approved service awards of up to $125,000 for plaintiff class representatives for providing information to class counsel, receiving and approving pleadings, assisting in discovery, and participating in settlement discussions"); *Thornburg v. Open Dealer Exch., LL* No. 17-06056-CV-SJ-ODS, 2019 WL 3291569, at *3 (W.D. Mo. July 22, 2019) (noting that "District courts in the Eighth Circuit regularly grant service awards of $10,000 or greater") (quotations omitted).

Here, the Service Payment includes additional compensation to Claimant Palevoda for releasing her claim for allegedly unpaid sign-on bonus. Exh. A-1 to Motion. The reasonable service payment is approved.

4. The Attorneys' Fees and Costs Award Are Reasonable.

The FLSA mandates the Court "shall, in addition to any judgment awarded to the plaintiff ... allow a reasonable attorneys' fee to be paid by the defendant, and costs of the action." 29

U.S.C. § 216(b).[6] When assessing the reasonableness of a fee petition, district courts generally engage in a two-part analysis. *See, e.g., In re Cardinal Health Inc. Sec. Litig*., 528 F.Supp.2d 752, 760 (S.D. Ohio 2007). First, the district court determines the method for calculating fees: either the percentage-of-the-fund approach or the lodestar approach. *Id.* (citation omitted). Second, the court analyzes additional factors to confirm the reasonableness of either the percentage or lodestar fee. *Id.* (identifying additional factors articulated by the Sixth Circuit in *Ramey v. Cincinnati Enquirer, Inc.*, 508 F.2d 1188, 1196 (6th Cir. 1974)); *see also Starnes v. Amazon.com, Inc*., No. CV 23-484, 2023 WL 3305159, at *7 (E.D. Pa. May 8, 2023) (listing addition factors outlined by the Third Circuit in *Gunter v. Ridgewood Energy Corporation*, 223 F.3d 190, 195 n.1 (3d Cir. 2000).

Weighing all relevant factors, I approve the Settlement's attorneys' fee award as fair and reasonable.

a. The Percentage-of-the-Fund Method Is Appropriate.

The Parties' Settlement awards Claimant's counsel attorneys' fees totaling 35% of the Gross Settlement Fund, or $875,000, plus their costs of approximately $16,255. Exh A to Motion. This amount, which is the agreed contingent fee established in Claimant's representation and fee agreement, is reasonable.

District Courts apply and favor the "percentage-of-the-fund" method for awarding attorneys' fees in common-fund class or collective action settlements. *See, e.g., In re Syngenta AG MIR 162 Corn Litig*., 61 F.4th 1126, 1193 (10th Cir. 2023) (the Tenth Circuit has "expressed a preference for the percentage-of-the-fund approach" for assessing the reasonableness of attorney fees awarded in common-fund settlements); *In re Interior Molded Doors Indirect Purchaser Antitrust Litig.*, No. 3:18-CV-00850-JAG, 2021 WL 5195089, at *1 (E.D. Va. July 27, 2021) ("District Courts within [the Fourth] Circuit have...favored the percentage method."); *Velasquez v. Baodega LLC*, No. 24 CIV. 3486 (AT), 2024 WL 4893276, at *2 (S.D.N.Y. Nov. 26, 2024) ("The Second Circuit favors the percentage-of- the-fund method of calculating attorney's fees because it "directly aligns the interests of [Plaintiff] and [his] counsel."); *Solkoff v. Pennsylvania State Univ.*, 435 F. Supp. 3d 646, 658 (E.D. Pa. 2020) ("Percentage of recovery is the prevailing method used by courts in the Third Circuit for wage and hour cases."); *In re E. Palestine Train Derailment*, No. 4:23CV0242, 2024 WL 4370003, at *8 (N.D. Ohio Sept. 27, 2024), *reconsideration denied*, No. 4:23CV0242, 2024 WL 5266527 (N.D. Ohio Nov. 15, 2024) ("In the Sixth Circuit, the percentage-of-the fund method is the 'preferred method' for determining attorneys' fees in common fund cases(.)").

The Settlement's 35% fee award is well within the range Courts approve as reasonable in common-fund settlements. *See, e.g., In re Rio Hair Naturalizer Prods. Liab. Litig*., MDL No. 1055, 1996 WL 780512, at *16 (E.D. Mich. Dec.20, 1996) (observing that "fee awards in

[6] Courts disagree as to whether the FLSA requires Court (or arbitrator) approval of an FLSA settlement's attorney fee award. *See, e.g., Barbee v. Big River Steel, LLC*, 927 F.3d 1024, 1027 (8th Cir. 2019) ("[A]ny authority for judicial approval of FLSA settlements in 29 U.S.C.§ 216 does not extend to review of settled attorney fees."). However, where, as here, the fees were not negotiated separately from the FLSA merits settlement, most Courts agree "the Court may then review the fees for reasonableness." *Allshouse v. Joshua Agency, LLC*, No. 1:21-CV-1032, 2023 WL 6166474, at *3 (W.D. Ark. Sept. 21, 2023).

Associates in Dispute Resolution LLC
212 S.W. 8th Ave., Suite 207
Topeka, KS 66603
(785)357-1800
(785)357-0002

common fund cases are calculated as a percentage of the fund created, typically ranging from 20 to 50 percent of the fund"); *Nakamura v. Wells Fargo Bank, N.A.*, No. 17-4029-DDC- GEB, 2019 WL 2185081, at *2–3 (D. Kan. May 21, 2019) (collecting cases approving fee awards in the Tenth Circuit based on 40% of the common fund); *Starnes*, 2023 WL 3305159, at *8 ("[The Third Circuit] has recognized fee awards in common-fund case generally range from twenty percent to forty-five percent of the overall settlement fund.").

b. *Other Relevant Factors Confirm The Fee Award Is Reasonable.*

Other factors courts consider when assessing the reasonableness of a fee award confirm the fee is reasonable. The Court "enjoys wide discretion in assessing the weight and applicability of these factors." *Granada Invs., Inc. v. DWG Corp*., 962 F.2d 1203, 1205-06 (6th Cir. 1992). There is no rigid formula for weighing additional factors since "each case is different," and in some circumstances "one factor may outweigh the rest." *Starnes*, 2023 WL 3305159, at *8 (quoting *Stewart v. First Transit, Inc.*, No. 18-3768, 2019 WL 13043049, at *2 (E.D. Pa. Dec. 30, 2019)).

Here, all relevant factors confirm the award is reasonable.

First, Claimant's counsel's work resulted in a significant benefit to approximately 1,800 eligible FLSA Settlement Collective Members.

Second, "there is a benefit to society in ensuring that claimants with smaller claims may pool their claims and resources" and "[t]he attorneys who take on class action cases enable this." *Arp v. Hohla & Wyss Enterprises, LLC*, No. 3:18-CV-119, 2020 WL 6498956, at *6 (S.D. Ohio Nov. 5, 2020) (citation omitted). The societal benefit is "particularly acute in wage and hour cases" brought on behalf of hourly wage workers. *Id.*

Third, Claimant's counsel accepted this matter on a wholly contingent basis, with no guarantee of recovery. *See Starnes*, 2023 WL 3305159, at *9 ("If this matter proceeded to summary judgment and then trial, there is a risk of no recovery considering counsel agreed to represent the delivery associates on a contingency fee basis."). "Continuing litigation could require class counsel to expend additional funds and risk the possibility that the class would make no recovery after a trial," which favors approving a percentage fee award. *McFadden v. Sprint Commc'ns, LLC*, No. 22-2464-DDC-GEB, 2024 WL 3890182, at *6 (D. Kan. Aug.21, 2024). The risk of nonpayment favors approval in this contingent fee case. *See Arp*, 2020 WL 6498956, at *6.

Fourth, a lodestar cross-check, while not required, also supports Claimant's counsel's fee request. *See id.* at *7 (lodestar cross-check is not required). Under the lodestar analysis, the Court multiplies the number of hours reasonably expended on the litigation by a reasonable hourly rate. *See id.* While this factor is not as relevant in a pre-suit settlement, where class counsel secured a favorable result without the need for protracted litigation, this factor still favors fee approval. Here, Claimant's counsel pursued these collective off-the-clock

Associates in Dispute Resolution LLC
212 S.W. 8th Ave., Suite 207
Topeka, KS 66603
(785)357-1800
(785)357-0002

claims for nine months, investing approximately 220 hours of attorney time to achieve this settlement. Counsel's work is not done. They estimate they will provide an additional 50 hours of time administering the settlement and responding to eligible FLSA Settlement Collective Members' questions. As a result, Claimant's counsel expect to perform 270 hours of work to achieve and finalize this Settlement, for a lodestar of approximately $236,250.[7] This results in a lodestar multiplier of 3.7, which is well within the range of reasonable fee awards.

Courts "have generally held that lodestar multipliers falling between 2 and 4.5 demonstrate a reasonable attorneys' fee." *McCune v. Faneuil Inc.*, No. 4:23-CV-41, 2024 WL 3811411, at *7 (E.D. Va. Aug. 13, 2024) (collecting cases). And where, as here, collective counsel have additional work to perform through settlement administration, courts have approved significantly higher multipliers. *See, e.g., Arp*, 2020 WL 6498956, at *7 ("The multiplier on Class Counsel's lodestar is approximately 5.29 before accounting for any additional work [administering the settlement]. This is within the acceptable range."); *Lowther v. AK Steel Corp*., No. 1:11-cv-877, 2012 WL 6676131, at *5 (S.D. Ohio Dec. 21, 2012) (approving a 3.06 multiplier and citing cases that found multipliers ranging from 4.3 to 8.5 to be reasonable). This factor favors approval.

Fifth, this was a complex wage and hour collective action. "FLSA claims and wage- and-hour law enforcement through litigation has been found to be complex by the Supreme Court and lower courts." *McGee v. Ann's Choice, Inc.,* No. 12-2664, 2014 WL 2514582, at *5 (E.D. Pa. June 4, 2014) (citations omitted). Courts find this factor weighs in favor of approving a percentage-of-the-fund fee award in FLSA cases. *See, e.g., Arp*, 2020 WL 6498956, at *8.

Sixth, and finally, the skill and efficiency of the attorneys involved favors approval. Claimant's counsel have extensive experience in wage-and-hour collective actions throughout the United States, and they used this experience to secure this favorable Settlement despite the aggressive defense anticipated by White Oak and its own highly skilled attorneys.

I approve the Settlement's reasonable attorneys' fee award.

[7] This lodestar is based upon a blended hourly rate of $875. This is a reasonable hourly rate for Davis George and RMLG's legal work and is approved as reasonable for attorneys with their experience in the national market of complex litigation. *See, e.g., Hunter v. Booz Allen Hamilton Inc.,* No. 2:19-CV-00411, 2023 WL 3204684, at *8 (S.D. Ohio May 2, 2023) (approving fee award based upon partner rates of $875); *Dunne v. Quantum Residential Inc*., No. 3:23-CV-05535-DGE, 2025 WL 896741, at *2 (W.D. Wash. Mar. 24, 2025) (approving fee award based upon hourly rates of $975 and $800 for partners with 34 and 24 years of experience respectively); *Hawkins v. Cintas Corp*., No. 1:19-CV-1062, 2025 WL 523909, at *4 (S.D. Ohio Feb. 18, 2025) (approving fee award based upon hourly rates of $885 to $900 as reasonable for partner rates in the context of the nationwide market for complex litigation).

Associates in Dispute Resolution LLC
212 S.W. 8th Ave., Suite 207
Topeka, KS 66603
(785)357-1800
(785)357-0002

c. Claimant's Counsel's Costs Are Approved.

Congress, through the Fair Labor Standards Act, authorizes Courts to order defendant-employers to pay plaintiff's reasonable costs, along with their attorneys' fees. *See Starnes*, 2023 WL 3305159, at *11 (citing 29 U.S.C. § 216(b)). The Settlement provides Claimant's counsel reimbursement for $16,255.65 in costs and expenses (which includes $11,000 in mediation fees), plus the costs of this arbitration. This is reasonable and approved.

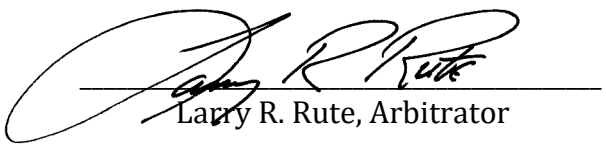
IV. THE SETTLEMENT NOTICE AND CLAIM PROCESS ARE APPROVED.

A template of the Notice of Settlement is appended to the Motion as Exhibit B. Participating Claimants have 45 days to sign and return an Opt-in Claim Form via text link, email link, or mail. I hereby approve the Notice and claim process as reasonable, appropriate, and adequate to advise the Eligible FLSA Settlement Collective Members of their rights and options under the Settlement; provided, however, the Parties may in their wisdom and discretion modify the Notice form template as may be necessary (e.g. to reflect each Eligible FLSA Settlement Collective Member's settlement amount, the deadline for returning their signed claim form, etc.) to appropriately carry out the provisions and spirit of the Settlement, subject to my continuing jurisdiction and supervision. The Parties are authorized and directed to comply with the Notice, settlement administration, and funding procedures as set forth in the Settlement.

V. CONCLUSION.

For the reasons set forth above, the Settlement is approved in all respects. It is my Final Award and directive that all monetary sums, to the full extent provided in the Settlement, are awarded and shall be paid by Respondents in a timely manner as is provided in the Settlement. It is further my Final Award that in consideration of this Settlement and the benefits received by Participating Claimants, each FLSA Opt-in Claimant shall be deemed to have released and forever discharged the Released Parties from any and all Released Claims as defined in the Settlement.

SIGNED this 16th day of April, 2025.



Larry R. Rute, Arbitrator

Associates in Dispute Resolution LLC
212 S.W. 8th Ave., Suite 207
Topeka, KS 66603
(785)357-1800
(785)357-0002

CERTIFICATE OF SERVICE

Larry R. Rute does hereby certify that he has served a true and correct copy of the above Final Award Approving FLSA Collective Action Settlement upon the following:

Ms. Tracey F. George
DAVIS GEORGE LLC
1600 Genessee Street, Suite 328
Kansas City, MO 64102
Email: tracey@dgmlawyers.com

Mr. Rowdy B. Meeks
ROWDY MEEKS LEGAL CROUP LLC
8201 Mission Road, Suite 250
Prairie Village, KS 66208
Email: rowdy.meeks@rmlegalgroup.com

Mr. Tom Keim
FORDHARRISON LLP
One Morgan Square
100 Dunbar Street, #300
Spartanburg, SC 29306
Email: tkeim@fordharrison.com

by emailing the same to the email addresses listed above this 16th day of April, 2025.

Larry R. Rute