

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MISSOURI**

JILL HODAPP, et al., individually and on
behalf of all those similarly situated,

Plaintiff,

v.

REGIONS BANK,

Defendant.

No.: 4:18-cv-01389-HEA

**ORDER GRANTING JOINT MOTION FOR FINAL APPROVAL OF THE
COLLECTIVE AND CLASS ACTION SETTLEMENT, SETTLEMENT
ADMINISTRATION FEES, AND *CY PRES* RECIPIENT**

THIS MATTER came before the Court upon the Parties' Joint Motion for Final Approval of the Collective and Class Action Settlement, Settlement Administration Fees, and *cy pres* Recipient (the "Motion").

1. Based upon the Court's review of the Parties' Memorandum of Law in Support of the Motion, the Declaration of Justin L. Swidler ("Swidler Decl."), all other papers submitted in connection with the Motion, and the arguments of counsel during the July 20, 2022 Fairness Hearing, the Court grants final approval of the settlement memorialized in the Settlement Agreement and Release ("Settlement Agreement"), ECF 157-1, which provides for a Gross Settlement Fund of \$7,550,000.00, and "so orders" all of the terms of the Settlement Agreement which are incorporated herein. Capitalized terms used in this Order shall have the same meanings as set forth in the Settlement Agreement, unless otherwise defined herein.

2. The Court has reviewed the terms and conditions of the Settlement Agreement, including the monetary relief provisions, the plan of allocation, and the release of claims. Based on its review of the Settlement Agreement, the Memorandum of Law, and the Court's familiarity with this case, the Court finds that the Settlement Agreement is the result of extensive, arm's-

length negotiations between the parties after Plaintiffs' Counsel and Defendant's Counsel had fully investigated the claims and became familiar with the strengths and weaknesses of the claims. The assistance of a neutral mediator supports the Court's finding that the settlement is not collusive. Based on all of these factors, the Court finds that the Settlement Agreement has no obvious defects and is within the range of settlement approval.

3. Based on the foregoing, the Court grants final approval of the Settlement Agreement as it is fair, reasonable, and adequate.

4. For the reasons set forth in the Memorandum of Law in Support of Motion the Court grants approval of the Fair Labor Standards Act Settlement. The settlement is the product of contested litigation to resolve *bona fide* disputes between parties represented by counsel experienced in FLSA wage and hour litigation.

5. The Court approves the Settlement Administrator's fees not-to-exceed \$95,000.00, which shall be paid from the Gross Settlement Fund.

6. The Plaintiffs' proposed [Fed. R. Civ. P. 23](#) classes alleging claims under the wage-and-hour laws of Missouri, Arkansas, Indiana, and Illinois and comprising individuals who were employed by Defendant in one of the Covered Positions (as defined in the Settlement Agreement) at branches in Missouri, Arkansas, Indiana, or Illinois and used the computer-based time recording system and/or performed the opening procedures during the period from August 21, 2015 to August 25, 2021;

7. The Court approves for dissemination the proposed Notice of Final Settlement Approval attached as Exhibit C to the Swidler Decl., the proposed distribution method, and the opt-out and objection procedures;

8. The Court finds reasonable the Service Awards for Named Plaintiffs, totaling

\$72,000.00, in recognition of the services they rendered on behalf of the Settlement Class Members Specifically, the Court awards \$10,000 to Named Plaintiff Hodapp; \$7,500.00 each to Named Plaintiffs Fisk, Clampitt, Green, Haggard, and Turner; and \$5,000.00 each to Named Plaintiffs Gold, Baker, Baxley, Boultt, and Wilson. These amounts shall be paid from the Gross Settlement Fund.

9. The attorneys at Swartz Swidler, LLC. who prosecuted this case are experienced class action employment lawyers with good reputations among the employment law bar. The Court grants Plaintiffs' Motion for Attorneys' Fees and awards Class Counsel \$2,516,666 in attorneys' fees, which is one-third of the Gross Settlement Fund, plus \$85,824.13 in costs and expenses reasonably expended litigating and resolving the lawsuit. The proposed expenses and fees are fair and reasonable and adequately reflect the risk counsel took in pursuing the case and a fair market value for the services provided. This conclusion is supported by the tangible benefits conferred on the class as a result of the legal services provided by Plaintiffs' Counsel, the complex nature of the litigation, the substantial risks involved, the quality of work performed, and the efficient manner in which this litigation was resolved. These amounts shall be paid from the Gross Settlement Fund.

10. The Court approves United Way of Central Alabama as the *cy pres* recipient.

11. The Court dismisses this case with prejudice, and without costs, expenses or attorneys' fees to any party except as provided in the Settlement Agreement and this Order, and directs the Clerk of the Court to enter this Final Order and Judgment immediately.

12. The Court retains jurisdiction over the interpretation and implementation of the Settlement Agreement, as well as any and all matters arising out of, or related to, the interpretation or implementation of the Settlement Agreement and of the Settlement

contemplated thereby.

13. The Parties shall abide by all terms of the Settlement Agreement.

Dated this 24th day of August, 2022.

A handwritten signature in black ink, reading "Henry Edward Autrey", with a long horizontal flourish extending to the right.

HENRY EDWARD AUTREY
UNITED STATES DISTRICT JUDGE