

**IN THE UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF OKLAHOMA**

TIMOTHY SLONE, <i>et al.</i> ,)	
)	
Plaintiffs,)	
)	
vs.)	NO. CIV-16-1296-HE
)	
GULFPORT ENERGY CORP.,)	
)	
Defendant.)	

ORDER

Plaintiffs asserted, on behalf of themselves and others, claims against defendant alleging violations of the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.* (“FLSA”) and a variety of Ohio state law claims. The court granted in part and denied in part plaintiffs’ motion for conditional class certification conditionally certifying an FLSA class of Safety and Completions consultants who worked for defendant in Ohio. Plaintiffs have now filed an unopposed motion for approval of a settlement of this action.

Plaintiff proposes that the confidential settlement be binding on a “Settlement Collective,” defined as plaintiffs and those who have already opted in to the conditional class (the “Original Opt-Ins”) as well as all other members of the conditionally certified class who timely file a Claim Form and Release Agreement (the “Claimants”). Plaintiffs seek to have the court find that: (1) the settlement resolves a bona fide dispute between the parties, (2) the settlement is fair and equitable, and (3) attorney fees are reasonable. *See Baker v. Vail Resorts Mgmt. Co.*, No.13-cv-1649, at *1 (D. Colo. Feb. 24, 2014) (citing *Lynn’s Food Stores, Inc. v. United States*, 679 F.2d 1350, 1353 (11th Cir. 1982)).

Having considered Plaintiffs' motion and reviewed all filings with the court, the court concludes that these terms have been met. Accordingly, the court approves the settlement and orders that:

1. This Order is binding on the Settlement Collective and defendant, and the Settlement Agreement is incorporated herewith.

2. The Settlement Collective and defendant are ordered to comply with all terms of the Settlement Agreement.

3. ILYM Group, Inc. is appointed as the third-party administrator of the settlement.

4. Plaintiffs' counsel's application for an award of attorney fees and reimbursement of costs as set forth in the Settlement Agreement is approved.

5. Application for enhancement payments to the Original Opt-Ins as set forth in the Settlement Agreement is approved.

6. The form and content of the notices and the Claim Form and Release Agreement attached to the Settlement Agreement as Exhibits B, C, and D are approved.

7. This case is dismissed with prejudice and without costs to any party, except to the extent provided for in the Settlement Agreement. The court intends this Order to be "final" within the meaning of the Federal Rules of Civil Procedure and the Federal Rules of Appellate Procedure.

8. Without affecting the finality of this Order, the court retains jurisdiction over the consummation, performance, administration, effectuation, and enforcement of this Order.

9. The court also retains jurisdiction over the Settlement Agreement, including the filing of each Settlement Collective member's Claim Form and Release Agreement as called for by the Settlement Agreement.

10. The court also retains jurisdiction over the Settlement Collective and defendant so that any may apply to the court for such further orders as may be necessary to effectuate the terms of the Settlement Agreement and this Order. The Settlement Collective and defendant are deemed to have irrevocably submitted to the exclusive jurisdiction of this court for any suit, action, proceeding, or dispute relating to the Settlement Agreement or this order.

Plaintiffs' Motion for Settlement Approval [Doc. #70] is **GRANTED**.

IT IS SO ORDERED.

Dated this 25th day of September, 2018.



JOE HEATON
CHIEF U.S. DISTRICT JUDGE