

IN THE UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA

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MATTHEW KREAMER, on behalf of himself  
and similarly situated employees,

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: 4:15-cv-01075-MWB  
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Plaintiff,

v.

GRANT PRODUCTION TESTING  
SERVICES, INC., *et al.*,

Defendants.

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**ORDER**

**AND NOW**, this 17<sup>th</sup> day of July 2018, upon

consideration of Plaintiff’s “Unopposed Motion for Final Approval of the Class/Collective Action Settlement” (“Motion”), see Doc. 97, the accompanying Class Action Settlement Agreement, see Doc. 97-1; the accompanying declarations of Mark Patton, Peter Winebrake, and Galvin Kennedy, see Docs. 97-2-4; the accompanying brief, see Doc. 98; and counsels’ presentations at the July 18, 2018 fairness hearing, it is hereby **ORDERED** that:

1. The settlement – which requires Defendants Grant Production Testing Services Inc. and Grant Production Testing Services Ltd. to pay a total of \$240,000 in exchange for a limited release that is narrowly tailored to the wage and hour claims asserted in this action and does not contain any confidentiality provisions – is entitled to a presumption of fairness because: (a) the settlement negotiations occurred at arms length; (b) there was sufficient discovery; (c) the proponents of the settlement are experienced in

wage and hour litigation; and (d) no class members object. In re. NFL Players Concussion Injury Litig., 821 F.3d 410, 436 (3d Cir. 2016); In re: Cendant Corp. Litig., 264 F.3d 201, 232 n. 18 (3d Cir. 2001).

2. The payment of \$145,000 to the 34 class members is fair, reasonable, and adequate under Federal Rule of Civil Procedure 23(e) and the Fair Labor Standards Act, 29 U.S.C. §§ 201, et seq. In this regard, consideration of the following factors – as described in Girsh v. Jepson, 521 F.2d 153 (3d Cir. 1975); In re: Prudential Insurance Co. America Sales Practice Litig., 148 F.3d 283, 311 (3d Cir. 1998); and In re Baby Products Antitrust Litig., 708 F.3d 163 (3d Cir. 2013) – weigh in favor of approval: (a) the complexity, expense and likely duration of the litigation; (b) the reaction of the class to the settlement; (c) the stage of the proceeding and the amount of the discovery completed; (d) the risks of establishing liability; (e) the risks of establishing damages; (f) the risks of maintaining the class action through trial; (g) the range of reasonableness of the settlement fund in light of the best possible recovery; (h) the range of reasonableness of the settlement fund in light of all the attendant risks of litigation; (i) the maturity of the underlying substantive issues; (j) the existence and probable outcome of claims by other classes and subclasses; and (k) the degree of direct benefit provided to the class.

3. The \$7,000 service award to Mr. Kreamer is more modest than awards in other settled wage and hour lawsuits, see, e.g., Tavares v. S-L Distribution Co., Inc., 2016 U.S. Dist. LEXIS 57689, \*35-38 (M.D. Pa. May 2, 2016) (\$15,000.00); Creed v. Benco Dental Supply Co., 2013 U.S. Dist. LEXIS 178553, \*19-20 (M.D. Pa. Sept. 17, 2013)

(\$15,000.00), and is deserved because Mr. Kreamer has diligently pursued this litigation on behalf of the class/collective.

4. Finally, the requested payment of \$88,000 to class counsel is approved pursuant to Federal Rule of Civil Procedure 23(h). After reducing this payment by \$11,253 in litigation expenses and anticipated third-party administration charges, class counsel is left with an attorney's fee of \$76,747. This fee – which constitutes around 32% of the total \$240,000 settlement fund and results in a “negative” lodestar multiplier under the hourly rates described in the rate schedule published by the Community Legal Services of Philadelphia – is supported by the ten “Gunter/Prudential” factors described in In re Diet Drugs, 582 F.3d 524, 541 (3d Cir. 2009): (a) the size of the fund created and the number of persons benefited; (b) the absence of objections by members of the class; (c) the skill and efficiency of the attorneys involved; (d) the complexity and duration of the litigation; (e) the risk of nonpayment; (f) the amount of time devoted to the case by plaintiffs' counsel; (g) fee awards in similar cases; (h) the value of benefits attributable to the efforts of class counsel relative to the efforts of other groups, such as government agencies conducting investigations; (i) the percentage fee that would have been negotiated had the case been subject to a private contingent fee arrangement at the time counsel was retained; and (j) any innovative terms of the settlement.

5. The Clerk is directed to close this case.

BY THE COURT:

s/ Matthew W. Brann  
HON. MATTHEW W. BRANN