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

KAPRIA MAPLES	:	**CIVIL ACTION**
	:	
v.	:	**NO. 19-4209**
	:	
PREMIER CARE & STAFFING SERVICES, INC.	:	

ORDER

AND NOW, this 26th day of February 2020, upon considering the parties' joint Motion to approve their January 30, 2020 Settlement Agreement under the Fair Labor Standards Act (ECF Doc. No. 34) and having found this Settlement Agreement describing a promise to pay $200,000 in compensation to the Plaintiff and Opt-In Plaintiffs (ECF Doc. No. 34-1) including payment of $50,000 in attorney fees to Plaintiffs' counsel with necessary and limited costs and a $2,000 service award to the Plaintiff, the Settlement Agreement is fair and reasonable for the employees, furthers the Act's implementation in the workplace in exchange for a release of statutory rights, represents a fair and reasonable settlement of a *bona fide* dispute between the parties under the Act following notice to opt-in Claimants with no objection, and following Judge Heffley's two extensive efforts to mediate the parties' arm's-length negotiations, it is **ORDERED** the parties' joint Motion to approve (ECF Doc. No. 34) is **GRANTED in part to approve the fairness of the Settlement but modifying the award of attorney's fees and service award with all remaining funds distributed to the opt-in Plaintiffs as agreed by the parties**:

1. The settlement in the total amount of $200,000 is **approved** as a fair and reasonable settlement of a *bona fide* dispute;

2. We award attorney's fees of $46,615.00 and costs of $1,505.00 paid from the $200,000.00 settlement amount as reasonable and warranted based on a lodestar of $36,259.00 on

the reasonable hours invested by attorneys at hourly rates consistent with the fee schedule published by Community Legal Services of Philadelphia but not awarding fees for 18.8 hours of "clerical" work at $100.00 an hour;[1]

3. We award a $750.00 service award to Ms. Maples as reasonable given her central role in the case including reviewing documents and attending a settlement conference with Judge Heffley;[2]

4. The case is **dismissed with prejudice** under Local Rule 41.1 with us retaining jurisdiction to enforce the specific promises in the Settlement Agreement;[3] and,

5. The Clerk of Court shall **close** this case.

KEARNEY, J.

[1] Applying *Gunter v. Ridgewood Energy Corp.*, 223 F. 3d 190, 195 (3d Cir. 2000), the settlement: benefits fifty three employees; there are no objections; the employees' counsel has substantial experience in resolving employee claims under the Act in this District; counsel invested over seventy-hours at reasonable rates in an extended review leading to a fair settlement; non-payment is always a risk with a smaller employer; and, a fee recovery equal to approximately 23.3 % of the settlement consideration is below several awards in this District. But we cannot award fees for the 18.8 "clerical" hours when counsel do not define the work or offer a basis to pay for overhead costs usually accounted for in the hourly rates. With a lodestar of $36,259 (net of the "clerical" hours), a multiplier of 1.29 fairly recognizes the counsel's efforts consistent with similar awards in this District.

[2] Counsel swear Ms. Maples attended a settlement conference in our Courthouse with Judge Heffley, gathered documents, and met with counsel on multiple occasions. Our review of the detailed (albeit redacted) invoices (ECF Doc. No. 34-2) confirms two meetings with the client, as well as several phone conferences. We have no evidence Ms. Maples bills by the hour and lost time in meeting her lawyers twice, including once with Judge Heffley. We also have no evidence as the multiplier she will receive as opposed to other employees for this effort. We find no basis for a $2,000 award, but will allow a liberal payment of $750.00 to compensate Ms. Maples for her time and efforts as a service award.

[3] Local Rule 41.1(b) provides:

> Any such order of dismissal may be vacated, modified, or stricken from the record, for cause shown, upon the application of any party served within ninety (90) days of the entry of such order of dismissal, provided the application of the ninety-day time limitation is consistent with Federal Rule of Civil Procedure 60(c).