

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF KENTUCKY
CENTRAL DIVISION
FRANKFORT

Eastern District of Kentucky
FILED
DEC 09 2015
AT FRANKFORT
ROBERT R. CARR
CLERK U.S. DISTRICT COURT

CAROL DEAKINS,)
)
Plaintiff,)
)
v.)
)
HEALTHCARE SERVICES GROUP, INC.,)
)
Defendant.)
)

Civil No. 15-cv-34-GFVT

ORDER

*** **

The Court has received the parties' Joint Motion for Approval of Settlement Agreement [R. 17] as well as the proposed settlement agreement [R. 17-1]. In this case, Plaintiff Carol Deakins brings claims against Defendant Healthcare Services Group, Inc., for unpaid overtime compensation under the theory that, during a portion of her employment, she was misclassified as an exempt employee. [See R. 17.] The legal basis for Plaintiff's claims is the Fair Labor Standards Act ("FLSA") of 1938 as amended, 29 U.S.C. § 201, *et. seq.*

The FLSA was enacted to protect workers from inadequate wages and oppressive working hours. *Barrentine v. Arkansas-Best Freight Sys.*, 450 U.S. 728, 101 S. Ct. 1437, 1444 (1981). Because of the frequent inequalities in bargaining power between employers and employees, the provisions of the FLSA are generally mandatory. "FLSA rights cannot be abridged by contract or otherwise waived." *Id.* at 1445. There are two exceptions to this rule, allowing employers and employees to settle disputes for back wage claims. First, the Secretary of Labor is authorized to supervise back wage payments. Second, when an employee brings a suit directly against her employer under section 216(b) to recover back wages, the parties may


present the district court with a proposed settlement. If the court finds the settlement to be fair and equitable, the court may enter a stipulated judgment approving the agreement. *See, e.g., Lynn's Food Stores, Inc. v. U.S. ex rel. U.S. Dept. of Labor*, 679 F.2d 1350 (11th Cir. 1982).

The Court has reviewed the parties' proposed settlement agreement and finds that it is fair, equitable, and reasonable in light of the facts of the case and the parties' perception of the economic risks associated with continued litigation. Accordingly, and the Court being otherwise sufficiently advised, it is hereby **ORDERED** as follows:

1. The Parties' Joint Request for Approval of the Settlement Agreement [R. 17] is **GRANTED**;
2. The Settlement Agreement as reflected at R. 17-1 is **APPROVED**;
3. This matter is **DISMISSED WITH PREJUDICE** and with all rights of appeal waived. Each party shall bear his, her or its own costs and fees, except as otherwise agreed to by the parties.
4. Any pending motions are **DENIED**, as moot; and
5. This matter is **STRICKEN** from the active docket.

This the 1st day of December, 2015.



Signed By: 
Gregory F. Van Tatenhove
United States District Judge