

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF TENNESSEE
AT KNOXVILLE**

THEODUS DAVIS, on behalf of himself)	
and those similarly situated, et al.,s)	Case No. 3:16-cv-674
)	
<i>Plaintiff,</i>)	Judge Travis R. McDonough
)	
v.)	Magistrate Judge H. Bruce Guyton
)	
COLONIAL FREIGHT SYSTEMS, INC.)	
et al.,)	
)	
<i>Defendants.</i>)	

ORDER

Before the Court is Plaintiffs’ motion to approve the class- and collective-action settlement in this matter (Doc. 235). Based upon the record and the fairness hearing, the Court concludes that the proposed settlement in this matter is fair, reasonable, and adequate. *See* Fed. R. Civ. P. 23(e)(2); *Does 1–2 v. Déjà Vu Servs., Inc.*, 925 F.3d 886, 894–95 (6th Cir. 2019) (laying out factors for court to consider when assessing fairness, reasonability, and adequacy). Accordingly, Plaintiffs’ motion (Doc. 235) is **GRANTED**, and the Court hereby:

1. **GRANTS** final approval of the FLSA Collective and Class Action Settlement filed with the Court (Doc. 232-1) (the “Settlement”);
2. **ORDERS** Defendant to tender the entire Settlement Proceeds of \$800,000 to the Settlement Administrator within 15 days of the date of this order pursuant to § 4(e) of the Settlement;

3. **ORDERS** the Settlement Administrator to distribute the Settlement Proceeds to all Class Members consistent with the Settlement, subject to any modification directed by the Court;

4. **GRANTS** Class Counsel's request for reasonable attorney's fees of \$266,666, representing 1/3 of the Settlement Proceeds;

5. **GRANTS** Named Plaintiffs Theodus Davis, Bengy Grimes, and Stephen Connelly service payments of \$5000 each from the Settlement Proceeds for the general services they rendered to the lawsuit, plus an additional \$5000 each to Named Plaintiffs Theodus Davis and Bengy Grimes for providing responses to written discovery requests and sitting for deposition;

6. **GRANTS** Class Counsel's request for reimbursement of reasonable litigation costs of \$35,489.72 from the Settlement Proceeds;

7. **CONFIRMS** KCC as the Settlement Administrator and **GRANTS** the Settlement Administrator its reasonable fees and costs incurred in providing notice and administering the settlement to be paid from the Settlement Proceeds in accordance with the Settlement Agreement;

8. **ORDERS** that the release provided in the Settlement is binding on all class members;

9. **ORDERS** that any unclaimed funds remaining out of the Settlement Proceeds after 210 days have elapsed from the date distributions are mailed be donated to the St. Christopher Truckers Relief Fund; and

10. **ORDERS** that the Court shall retain jurisdiction solely to (a) enforce the terms of the settlement, (b) address settlement administration matters, and (c) address other such post-judgment matters as may be appropriate.

SO ORDERED.

/s/Travis R. McDonough

**TRAVIS R. MCDONOUGH
UNITED STATES DISTRICT JUDGE**