
**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF UTAH, CENTRAL DIVISION**

JUSTIN MILLER, individually and
on behalf of all others similarly situated,

Plaintiffs,

v.

FRONTIER DRILLING, LLC

Defendant.

**ORDER GRANTING FINAL
APPROVAL OF SETTLEMENT
AND
FINAL JUDGMENT**

Case No. 2:15-CV-423-DN

District Judge David Nuffer

The parties have submitted their Settlement Agreement (the “Settlement”),¹ which was preliminarily approved on August 15, 2016 (the “Preliminary Approval Order”).² In accordance with the Preliminary Approval Order,³ the members of the Settlement Class⁴ were given notice of the terms of the Settlement and an opportunity to claim a portion of the Settlement. A hearing was then held on January 5, 2017, to address whether the Settlement should be given final approval.

Having received and considered the Settlement,⁵ the supporting papers filed by the parties,⁶ and the application for final approval of the Settlement of this hybrid collective and class action,⁷ the following findings, conclusions, order are entered:

¹ Settlement Agreement of Class and Collective Action Claims, [docket no. 50-3](#), filed Aug. 10, 2016.

² Order Granting Preliminary Approval of Settlement, [docket no. 51](#), entered Aug. 15, 2016.

³ *Id.*

⁴ The “Settlement Class” is defined as all current or former hourly employees of Frontier Drilling, LLC who worked overtime hours, received a bonus during the period October 1, 2012, to present, and who are eligible to receive a minimum of \$5 for alleged overtime damages.

⁵ *Id.*

FINDINGS OF FACT

1. Plaintiffs filed this collective and class action on June 16, 2015, alleging claims against Defendant Frontier Drilling, LLC for (1) violation of the Fair Labor Standards Act, and (2) violation of North Dakota wage laws.⁸

2. The parties subsequently engaged in discovery, including detailed assessments of potential damages, payroll information, and proffered testimony. The parties also participated in mediation.

3. On August 5, 2016, the parties filed a joint motion seeking preliminary approval of the Settlement,⁹ which was granted on August 15, 2016.¹⁰

4. Pursuant to the Preliminary Approval Order,¹¹ a Settlement Notice¹² and a Claim Form¹³ were provided to members of the Settlement Class. The applicable materials were sent to each Settlement Class member via first class United States Mail, to their last known addresses. Settlement Class members were also given email notices, where available, and mailed a reminder notice and a notice of the January 5, 2017 hearing. These papers

⁶ Joint Motion for Preliminary Approval of Class & Collective Action Settlement, [docket no. 47](#), filed Aug. 5, 2016; Declaration of Dana L. Eismeier in Support of Joint Motion for Preliminary Approval of Class & Collective Action Settlement, [docket no. 50-1](#), filed Aug. 10, 2016; Declaration of David I. Moulton, [docket no. 50-2](#), filed Aug. 10, 2016; Distribution Spreadsheet, [docket no. 50-4](#), filed Aug. 10, 2016; Settlement Notice, [docket no. 50-5](#), filed Aug. 10, 2016; Claim Form, [docket no. 50-6](#), filed Aug. 10, 2016; Declaration of Melissa Meade on Behalf of Administrator with Respect to Claims, Opt Outs, and Objections Received, [docket no. 58-1](#), filed Jan. 4, 2017.

⁷ Joint Motion for Final Approval of Class Settlement, [docket no. 55](#), filed Dec. 29, 2016.

⁸ Collective/Class Action Complaint, [docket no. 2](#), filed June 16, 2015.

⁹ Joint Motion for Preliminary Approval of Class & Collective Action Settlement, [docket no. 47](#), filed Aug. 5, 2016.

¹⁰ Preliminary Approval Order, [docket no. 51](#), entered Aug. 15, 2016.

¹¹ *Id.*

¹² [Docket no. 50-5](#), filed Aug. 10, 2016.

¹³ [Docket no. 50-6](#), filed Aug. 10, 2016.

informed Settlement Class members of the terms of the Settlement,¹⁴ including their right to opt-in to this lawsuit by filing a Claim Form, as well as their right to opt-out, object, and the consequences for failing to opt-in.

5. A total of 382 responses were received from the 866 Settlement Class members who were sent the Settlement Notice—381 of the responses were claims and one response was a request for exclusion.¹⁵ Two Settlement Class members submitted claims after the deadline, but the parties have agreed to treat these claims as timely.¹⁶ No Settlement Class member objected to the Settlement.¹⁷

CONCLUSIONS OF LAW

1. The Settlement Class meets all of the requirements for collective and Rule 23 class certification of a settlement class.¹⁸

2. The Settlement was achieved in the adversarial context of this case, and was fairly and honestly negotiated.¹⁹

3. Throughout the case, the parties were represented by experienced counsel in wage and hour litigation, and the proposed settlement is the product of arm's length negotiations after the parties engaged in extensive discovery and damages calculations.²⁰

¹⁴ [Docket no. 50-3](#), filed Aug. 10, 2016.

¹⁵ Declaration of Melissa Meade on Behalf of Administrator with Respect to Claims, Opt Outs, and Objections Received, [docket no. 58-1](#), filed Jan. 4, 2017.

¹⁶ Joint Motion for Final Approval of class Settlement, [docket no. 55](#), filed Dec. 29, 2016.

¹⁷ Declaration of Melissa Meade on Behalf of Administrator with Respect to Claims, Opt Outs, and Objections Received, [docket no. 58-1](#), filed Jan. 4, 2017.

¹⁸ FED. R. CIV. P. 23(a)(1)-(4), (b)(3), (g)(1), (g)(4); *Amchem Products, Inc. v. Windsor*, 521 U.S. 591, 625-26, 117 S.Ct. 2231, 138 L.Ed.2d 689 (1997).

¹⁹ *Lynn's Food Stores v. United States*, 679 F.2d 1350, 1354 (11th Cir. 1982); *Robles v. Brake Masters Sys., Inc.*, 2011 WL 9717448, *18 (D.N.M. Jan. 31, 2011).

²⁰ *Lynn's Food Stores*, 679 F.2d at 1354; *Robles*, 2011 WL 9717448, *18; *Lizondro-Garcia v. Kefi, LLC*, 300 F.R.D. 160, 180 (S.D.N.Y. May 29, 2014).

4. The Settlement reflects a reasonable compromise of the issues that are in dispute among the parties,²¹ and there are no obvious deficiencies with the Settlement.

5. The Settlement recognizes the risks, and affords additional benefit for, the named Plaintiff, but such benefit is consistent with class litigation, is not unreasonable, and does not represent preferential treatment of the named Plaintiff over other class members.

6. The Settlement is fair, reasonable, and adequate given the procedural posture of the case and the attendant risks of continued litigation, and the Settlement is within the range of possible judicial approval.²² The members of the Settlement Class shall be bound by the Settlement, with the exception of the one member that requested exclusion.

7. The Settlement Notice and method by which the Settlement Class was given notice satisfy the requirements of due process by informing the Settlement Class of the nature of the litigation and the basis for and details of the Settlement, and affording the Settlement Class reasonable time and opportunity to object or otherwise respond.²³

8. The Settlement Class members who have not requested exclusion from the Settlement, individually and in their representative class capacities, for themselves and their heirs, successors, assigns, personal representatives, executors, legal representatives, spouses, agents, insurers, and attorneys, shall waive, release, and discharge Defendant Frontier Drilling, LLC and its current and former parents, subsidiaries, affiliates, predecessors, successors, assigns, officers, directors, shareholders, associates, employees, agents, insurers, attorneys, and representatives, specifically including but not limited to Glen L. “Mac” McAlister (collectively, the “Released Parties”) of and from any and all wage and hour claims, demands,

²¹ *Lynn’s Food Stores*, 679 F.2d at 1354; *Robles*, 2011 WL 9717448, *18; *Felix v. Thai Basil at Thornton, Inc.*, 2015 WL 2265177, *2 (D. Colo. May 6, 2015).

²² *Lynn’s Food Stores*, 679 F.2d at 1354; *Robles*, 2011 WL 9717448, *18; *Felix*, 2015 WL 2265177, *2.

²³ FED. R. CIV. P. 23(c), (e); *Lizondro-Garcia*, 300 F.R.D. at 181.

rights, liabilities, suits, and causes of action of every nature, kind, and description (including any and all claims or demands for attorneys' fees and costs), whether known or unknown, and whether based on federal, state, or local law, arising under or relating to wages or overtime during their employment with Defendant Frontier Drilling, LLC, including the claims asserted or that could have been asserted in the Lawsuit (the "Released Claims").

9. No finding or judgment is made as to the validity of any Released Claim or whether Defendant Frontier Drilling, LLC is liable under the Fair Labor Standards Act or any other applicable law.

ORDER

IT IS HEREBY ORDERED that:

1. The Settlement Class is finally approved and certified as a settlement class for purposes of this case.

2. The Settlement²⁴ is finally approved, and all terms and provisions of the Settlement shall be consummated.

3. The members of the Settlement Class who have not requested exclusion from the Settlement are permanently enjoined from suing or asserting claims against the Released Parties for any and all Released Claims.

4. The parties shall comply with the terms of the Settlement.

5. This case and the claims alleged in the Complaint²⁵ are DISMISSED with prejudice.

6. Each party shall bear its own costs and attorneys' fees, except as provided by the Settlement.

²⁴ [Docket no. 50-3](#), filed Aug. 10, 2016.

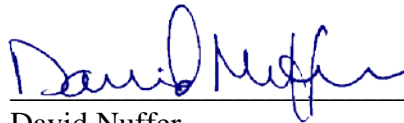
²⁵ Collective/Class Action Complaint, [docket no. 2](#), filed June 16, 2015.

7. Without affecting the finality of this Final Judgment in any way, this court retains jurisdiction of all matters relating to the interpretation, administration, implementation, effectuation and enforcement of this Order and the Settlement.

The Clerk is directed to close the case.

SIGNED this 6th day of January, 2017.

BY THE COURT:

A handwritten signature in blue ink, appearing to read "David Nuffer", is written over a horizontal line.

David Nuffer
United States District Court Judge