

**IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF OKLAHOMA**

DAVID M. OATES,	)	
on behalf of himself and	)	
others similarly situated,	)	
	)	
Plaintiff,	)	
	)	
v.	)	Case No. CIV-19-1171-SLP
	)	
KINDER MORGAN ENERGY	)	
PARTNERS, L.P.,	)	
	)	
Defendant.	)	

**FINAL ORDER AND JUDGMENT**

Before the Court is Plaintiffs’ Unopposed Motion for Final Collective Action Certification and Final Approval of the Parties’ Proposed Settlement [Doc. No. 206]. Having carefully considered the parties’ submissions and for the reasons that follow, the Motion is GRANTED.

IT IS THEREFORE ORDERED as follows:

1. The Court finds that Plaintiff is similarly situated to the Parties’ proposed Settlement Class and grants final certification of a collective action, solely for the purpose of settlement, consisting of those potential Settlement Class Members who returned and executed a Consent to Join and Claim Form to the Settlement Administrator by the Notice Deadline. *See* Doc. No. 196-1 at ¶ 9(n) (the Participating Class Members).

2. The Court finds that the notice issued to the potential Settlement Class Members was provided in accordance with the Court’s preliminary approval Orders [Doc. Nos. 195, 197], that such notice was sent by mail and email (if applicable) in an adequate

and sufficient manner, and that such notice constituted the best notice practicable under the circumstances and satisfied the requirements of due process under the FLSA.

3. The Court finds that the litigation involved a bona fide dispute. Specifically, the Parties disputed whether Kinder Morgan employed the Participating Settlement Class Members, whether the Participating Settlement Class Members were exempt from the FLSA's overtime requirements, and whether Kinder Morgan willfully violated the FLSA or acted in good faith in classifying the Participating Settlement Class Members and paying them a day-rate with no overtime pay.

4. The Court finds the Parties' Agreement (a) to be fair and reasonable and equitable to all concerned parties; (b) to be fairly and honestly negotiated; and (c) the result of arms' length negotiations conducted in good faith by counsel for the Parties. The Court further finds that serious questions of law and fact existed placing the ultimate outcome of the litigation in doubt and that the value of immediate recovery through a settlement outweighs the mere possibility of future relief after protracted litigation. The Court further finds that the Parties believe the settlement is fair and reasonable.

5. The Court finds that the Parties' Agreement does not undermine the purposes of the FLSA. The record shows the presence of other similarly situated employees, that if the contested classification pay policy is not remedied the circumstances bringing about the litigation could recur, and that Kinder Morgan had no known history of non-compliance with the FLSA.

6. The Court finally approves the Gross Settlement Amount of \$3,556,286.00.

7. The Court finds the Parties' requested \$7,500.00 incentive award to Plaintiff David Oates (Oates) is reasonable in light of the actions he took to protect the interests of the class, the degree to which the class benefitted from those actions and the amount of time and effort Oates expended in pursuing the litigation. The Court grants final approval of an incentive award in the amount of \$7,500.00 to be paid to Oates from the Gross Settlement Amount.

8. The Court finds that the Parties' proposed Agreement contains a reasonable award of attorney's fees, whether the lodestar or percentage of the settlement fund method is applied. The Court grants final approval of Class Counsel's request for attorney's fees in the amount of \$1,244,700.10 (or 35% of the Gross Settlement Amount) and reimbursement for out-of-pocket expenses in the amount of \$20,657.26 to be paid from the Gross Settlement Amount.

9. The Court grants final approval of settlement administrative costs in the amount of \$24,000.00 to be paid from the Gross Settlement Amount.

10. The Court finally approves a Net Settlement Amount of \$2,259,428.64 to be allocated to the potential Settlement Class Members on a pro rata basis. As contemplated by the Parties' proposed Agreement, settlement awards are to be paid only to the Participating Settlement Class Members who have submitted valid Claim Forms pursuant to the terms of the settlement. The potential Settlement Class Members' (and Participating Settlement Class Members') individual settlement awards were calculated on a pro rata basis and agreed to by the Parties as set forth in the Agreement and constitute a fair and

reasonable settlement of their claims. Any amounts not claimed by the Participating Settlement Class Members from the Net Settlement Amount will revert to Kinder Morgan.

11. Upon entry of this Order and in consideration for their pro rata settlement award, Plaintiff Oates and all Participating Settlement Class Members shall conclusively be deemed to have released the Releasees from the Released Claims as set forth in the Agreement. *See* Doc. No. 196-1 at ¶¶ 9(p)-(q), 10.


12. The Court ORDERS the Parties to fulfill the requirements of their Agreement. All claims alleged by Plaintiff Oates and the Participating Settlement Class Members are DISMISSED WITH PREJUDICE, with each side to bear its own costs and attorney's fees except as provided by the Agreement.

13. Without affecting the finality of this Order, the Court reserves and retains jurisdiction over this settlement, including the administration and consummation of the settlement as set forth in the Agreement.

14. The Court enters judgment DISMISSING this litigation WITH PREJUDICE in accordance with the terms of the Agreement.

IT IS SO ORDERED.

ENTERED this 27th day of June, 2024.

  
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SCOTT L. PALK  
UNITED STATES DISTRICT JUDGE