

**IN THE UNITED STATES DISTRICT COURT FOR THE
MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION**

GARY M. PERRY,)	
)	
Plaintiff,)	
)	
v.)	NO. 3:19-cv-00952
)	
MONTGOMERY COUNTY, TENNESSEE)	JUDGE CAMPBELL
)	MAGISTRATE JUDGE
)	HOLMES
Defendant.)	

JOINT MOTION FOR APPROVAL OF SETTLEMENT AGREEMENT

COME NOW Named Plaintiff Gary M. Perry ("Perry"), Consent to Sue Party Daniel A. Norfleet ("Norfleet") (collectively Plaintiffs), and Defendant Montgomery County, Tennessee ("County") (collectively "the Parties") to notify the Court that following arms-length negotiations, the Parties have reached a proposed settlement agreement in the above-captioned case. Jointly, the Parties respectfully request that the Court approve the proposed settlement agreement compromising and settling this Fair Labor Standards Act ("FLSA") action seeking overtime compensation and dismiss this case with prejudice. As detailed below, the Court should grant the Parties' Motion because this settlement is a fair, adequate, and reasonable resolution of the Parties' *bona fide* dispute as to liability and damages under the FLSA.

BACKGROUND

On October 28, 2019, former EMS Captain Perry, filed a purported collective action lawsuit against County. On June 1, 2020, former EMS Captain Norfleet filed a Consent to Sue form to join the lawsuit. Norfleet was the only person to do so. After extensive and contentious

litigation of the case, including the deposition of the Named Plaintiff, Perry, multiple sets of written discovery to the Parties, and the filing of County's Motion for Summary Judgment seeking judgment and dismissal of the entire case the Parties notified the Court on August 20, 2020 that they had reached a settlement in principle.

Prior to and since they filed their Notice of Settlement, the Parties have worked together to craft a settlement agreement concluding this case. The Parties have attached the fully executed proposed Settlement and Release Agreement as *Exhibit 1* for the Court's review. As such, all counsel for the Parties concur that the settlement is fair and reasonable under the circumstances.

LEGAL STANDARD

In the context of a private lawsuit brought by an employee against an employer under § 216(b), an employee may settle and release FLSA claims against an employer if the parties present the district court with a proposed settlement, and the district court approves the fairness of the settlement. *Lynn's Food Stores, Inc. v. United States*, 679 F.2d 1350, 1353 (11th Cir. 1982); *Mezger v. Price CPAs, PLLC*, 2008 U.S. Dist. LEXIS 133143, at *9–10 (M.D. Tenn. Apr. 21, 2008).

In reviewing a settlement of a private FLSA claim, the Court should review the proposed settlement and determine whether the settlement is a fair and reasonable resolution of a *bona fide* dispute over FLSA provisions. *Bartlow v. Grand Crowne Resorts of Pigeon Forge*, 2012 U.S. Dist. LEXIS 181808, at *4 (E.D. Tenn. Dec. 26, 2012). When it appears that a settlement “reflect[s] a reasonable compromise over issues, such as FLSA coverage or computation of back wages[] that are actually in dispute,” the Court should “approve the settlement in order to promote the policy of encouraging settlement of litigation.” *Lynn's Food Stores*, 679 F.2d at 1354. The existence of

a *bona fide* dispute serves as a guarantee that the parties have not manipulated the settlement process to permit the employer to avoid its obligations under the FLSA. *Id.*

ARGUMENT

A *bona fide* dispute exists in this case. County asserted, and continues to assert, that it was in full compliance with the FLSA at all times, and that it acted in good faith and not in violation of the FLSA at any time relevant to this action and the corresponding individual claims of Perry and Norfleet. Plaintiffs, on the other hand, maintain that County has violated the FLSA through its exempt classification of the position of Captain which both Perry and Norfleet formerly held during their employment with County at all times relevant to this action.

In addition to resolving a *bona fide* dispute between the Parties, the settlement achieved is fair and reasonable. The amount in the Settlement Agreement is reasonable considering that Plaintiffs would face a substantial evidentiary burden and related substantial expenditure of time, resources and expenses in responding to County's Motion for Summary Judgment and at the conditional certification and decertification stages of this litigation and with respect to other protracted discovery and motion practice, and potential trial if the action proceeds, with no guarantee of success. Likewise, Defendant faces possible liability exposure and significant defense costs if this litigation continues through further proceedings and possible trial as stated above, again with no guarantee of success. The Parties agree that there is significant risk for both sides. The total settlement amount reflects a reasonable compromise of the Plaintiffs' claimed damages and consideration for the release of claims.

Although both sides continue to firmly believe in the merits of their respective claims and defenses, given the time and expense associated with full-blown litigation and discovery and the uncertainty of County's Summary Judgment motion, conditional certification, and decertification

briefing, future dispositive motion practice, and trial, the Parties agree that a compromise is appropriate at this stage of the litigation. They desire to resolve this case by way of a negotiated settlement payment by Defendant in exchange for the release of claims by both Perry and Norfleet to avoid the time and expense inherent in continued litigation.

During the litigation and settlement of this action, Plaintiffs were represented by counsel who are experienced and knowledgeable in handling FLSA wage and hour cases. Plaintiffs' counsel has the experience to assess the risks of continued litigation and benefits of settlement and have done so in this action. Defense counsel is likewise knowledgeable and experienced in defending FLSA claims. Counsel for both Parties have advised their respective clients regarding the settlement, and they have jointly recommended judicial approval. The Court should afford weight to those recommendations . Additionally, there is no evidence of, nor was there any fraud or collusion that occurred between counsel. This settlement was reached as a result of arms-lengths negotiations between the Parties through experienced attorneys.

The proceedings have advanced to a stage sufficient to permit the Parties and their experienced counsel to collect, obtain, and review evidence, evaluate their claims and defenses including the County's pending Motion for Summary Judgment, and understand the scope of potential damages. They have engaged in negotiations with the mutual understanding that continuing toward additional formal discovery and litigation would be costly and difficult with no guarantee of success.

The potential complexity, expense, and duration of the litigation should a settlement not have been reached weighs heavily in favor of finding that this settlement is fair and reasonable. Without question, if the case had not settled, the Parties likely would have spent significant time and resources in further litigation including dispositive motion practice, a possible jury trial, post-

trial motions, and appeals. Rather than take this path, the Parties directed their efforts toward an early, informed, efficient resolution of the claims. Under these circumstances, the settlement is fair, reasonable, and adequate for Perry and Norfleet, and the Court should approve it.

CONCLUSION

This FLSA action settlement is a product of an arms-length negotiation between counsel, which resolves a *bona fide* dispute over the FLSA claims of Perry and Norfleet. The settlement is fair and reasonable and provides Plaintiffs with adequate monetary relief, including payment for their attorney fees and expenses. Accordingly, the Parties jointly and respectfully request that this Court grant this Joint Motion and approve the Parties' settlement as set forth in the attached Settlement Agreement. Further, the Parties jointly request that this action be dismissed with prejudice upon the Court's entry of a subsequent Agreed Order of Dismissal, as provided in the Settlement Agreement.

Respectfully submitted,

By: /s/Ryan Sullivan
Kyle F. Biesecker, Attorney No. 22872
Ryan Sullivan, Admitted Pro Hac Vice
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Attorneys for Defendant

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing was electronically filed with the Court and electronically served on the date reflected in the ECF system upon:

Kyle F. Biesecker, Attorney No. 22872
Ryan Sullivan, *Admitted Pro Hac Vice*
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E-Mail: rsullivan@bdlegal.com

/s/R. Eddie Wayland
R. Eddie Wayland

EXHIBIT 1

SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement (“Agreement”) is made by and between Named Plaintiff Gary M. Perry (“PERRY”), Consent to Sue Party Daniel A. Norfleet (“NORFLEET”) (collectively "PLAINTIFFS"), and Montgomery County, Tennessee (“COUNTY”) (hereinafter collectively Parties).

WITNESSETH:

WHEREAS, on October 28, 2019, PERRY filed a lawsuit against COUNTY styled: *Gary M. Perry, individually and on behalf of himself and those similarly situated, v. Montgomery County, Tennessee*, in the United States District Court for the Middle District of Tennessee at Nashville, Case No.: 3:19-cv-00952, and County subsequently filed its Answer, denying all liability (hereinafter "this Lawsuit");

WHEREAS on January 31, 2020, PERRY filed his Second Amended Complaint in the same matter, and County subsequently filed its Answer to the Second Amended Complaint, again denying all liability;

WHEREAS, on June 1, 2020, NORFLEET filed a Consent to Sue Form to join the lawsuit;

WHEREAS, on August 14, 2020 COUNTY filed a Motion for Summary Judgment seeking dismissal of this Lawsuit with prejudice;

WHEREAS, PERRY, NORFLEET, and COUNTY, desire to settle all claims involving the Parties arising out of or relating to the allegations, whether in a direct action, claim, counter-claim or any other claims in or relating to this Lawsuit or their former employment with COUNTY;

NOW THEREFORE, in consideration of the mutual promises, releases, and covenants contained herein, and for other good and valuable consideration that the Parties hereby acknowledge, the Parties hereby agree as follows:

1. PERRY and NORFLEET individually and collectively agree that they will dismiss with prejudice their claims in this Lawsuit, as provided in Paragraph 2 below. Each agree and authorize and direct their counsel to execute and file the Agreed Order of Dismissal with Prejudice, which is attached as EXHIBIT A and incorporated as if fully set forth herein.

2. All Parties agree that the Agreed Order of Dismissal with Prejudice referenced in Paragraph 1 above, and attached as EXHIBIT A, will be signed by their respective counsel and filed with the Court within five (5) business days after the Court's approval of this settlement, or the effective date of this Agreement, as provided in Paragraph 20 below, whichever is later. All Parties agree that, except as otherwise provided in this Agreement, all Parties shall bear their own respective costs and attorneys' fees, including court costs.

3. If the Court does not approve this Settlement Agreement, this Agreement shall immediately become null and void, and of no further force or effect

4. In consideration for the full and complete release of all alleged and potential claims and for all the promises made by PERRY herein, COUNTY agrees to pay PERRY, by check made payable to "Gary M. Perry" the total gross, lump sum amount of Thirteen Thousand Four Hundred Dollars (\$13,400.00), less applicable withholdings PERRY is to receive the total amount set forth above in claimed back pay and related damages, less applicable withholdings, in consideration for the full and complete release and for all of the promises made by PERRY herein, and is in further consideration and settlement of all claims made by PERRY in this lawsuit, which COUNTY contests and denies. If PERRY does not revoke this Agreement as provided in Paragraph 20 below,

the foregoing check and amount will be paid by COUNTY no later than ten (10) business days after the Court's approval of this settlement or the effective date of this Agreement, whichever is later. PERRY acknowledges and agrees that no assertions, promises, or guarantees have been made to him by COUNTY concerning the federal, state or any other applicable tax treatment of this payment or the payment in Paragraph 6 below. COUNTY will issue PERRY a corresponding IRS W-2 for this payment. PERRY hereby acknowledges and agrees that this is the entire amount that COUNTY will pay to him without regard to such treatment, and that he will be responsible for the tax treatment and the payment of taxes, if any, as to these payments.

5. In consideration for the full and complete release of all alleged and potential claims and for all the promises made by NORFLEET herein, COUNTY agrees to pay NORFLEET, by check made payable to "Daniel A. Norfleet" the total gross, lump sum amount of Thirteen Thousand Four Hundred Dollars (\$13,400.00), less applicable withholdings. NORFLEET is to receive the total amount set forth above in claimed back pay and related damages, less applicable withholdings, in consideration for the full and complete release and for all of the promises made by NORFLEET herein, and is in further consideration and settlement of the claims made by NORFLEET in this lawsuit, which COUNTY contests and denies. If NORFLEET does not revoke this Agreement as provided in Paragraph 20 below, the foregoing check and amount will be paid by COUNTY no later than ten (10) business days after the Court's approval of this settlement or the effective date of this Agreement, whichever is later. NORFLEET acknowledges and agrees that no assertions, promises, or guarantees have been made to him by COUNTY concerning the federal, state or any other applicable tax treatment of this payment or the payment in Paragraph 6 below. COUNTY will issue NORFLEET a corresponding IRS W-2 for this payment. NORFLEET hereby acknowledges and agrees that this is the entire amount that COUNTY will pay to him

without regard to such treatment, and that he will be responsible for the tax treatment and the payment of taxes, if any, as to these payments.

6. As further consideration for the releases and promises by PERRY and NORFLEET herein, COUNTY agrees to pay their counsel the total amount of Thirteen Thousand Two Hundred Dollars (\$13,200.00) for attorneys' fees, expenses, and costs, by check made payable to Biesecker Dutkanych & Macer, LLC. PLAINTIFFS' counsel will provide COUNTY with an IRS W-9 form no later than five (5) days following the execution of this Agreement by PERRY and NORFLEET. COUNTY will issue an IRS 1099 Form to PLAINTIFFS' Counsel for this payment. This payment will be made by COUNTY no later than ten (10) business days after the Court's approval of this settlement or the effective date of this Agreement, whichever is later.

7. Both PERRY and NORFLEET individually and collectively waive, release and forever discharge for each of themselves, as well as for their heirs, assigns, personal and legal representatives, trustees, receivers, administrators, executors, devisees, beneficiaries, successors, assigns, and agents, the following:

COUNTY, and COUNTY'S present or former officers, Mayor, Commissioners, insurers, agents, managers, employees, representatives, consultants, attorneys, assigns, affiliates, corporations subsidiaries, divisions, branches, departments, specifically including the COUNTY's, Emergency Medical Services, and every other person, or entity acting directly or indirectly in its interest or on behalf of it, personally, officially, or in any capacity, (hereinafter "COUNTY Releases"), from any and all legal responsibilities, claims, rights of action, causes of action, actions, suits, debts, liabilities, judgments, demands, damages, penalties, costs, attorneys' fees, expenses, compensation and payments whatsoever, whether discovered or undiscovered, which either PERRY and/or

NORFLEET, or any of their respective heirs, assigns, personal and legal representatives, trustees, receivers, administrators, executors, beneficiaries, devisees, successors, assigns, and agents now have or have had on account of, arising from, related to, or in any way growing out of either PERRY'S and/or NORFLEET'S employment with COUNTY, or any matter that was raised or could have been raised in this Lawsuit under the Fair Labor Standards Act ("FLSA"), and also including but not limited to any other claim of unlawful discrimination or harassment, any claim for retaliation, or any claim under the Family and Medical Leave Act, the Tennessee Human Rights Act, the Age Discrimination in Employment Act of 1967, as amended by the Older Workers Benefit Protection Act ("ADEA"), Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act or any other similar state or local law or regulation, any claim under federal, state, local, or common law, any claim for breach of contract, any claim for wrongful discharge, any claim for outrageous conduct or intentional infliction of emotional distress, any claim for negligent or reckless infliction of emotional distress, any claim for retaliatory or constructive discharge, any claim of defamation, libel or slander, any and all state or federal law tort claims, any claims for attorneys' fees and expenses as to their present and/or former attorneys and any and all claims that were brought or that could have been brought in this Lawsuit. PERRY and NORFLEET each further agree that if any type of claim or action is brought by either of them or anyone acting on their behalf in violation of Paragraph 7 of this Agreement, PLAINTIFFS shall indemnify COUNTY, and/or COUNTY Releases, or any of them, for any sum of money that COUNTY, and/or COUNTY Releases, or any of them, may be compelled to pay as a result of or relating to any such proceeding, and shall indemnify COUNTY, and/or COUNTY Releases for any

attorneys' fees and costs incurred in responding to or defending against any such proceeding.

8. Both PERRY and NORFLEET individually and collectively, understand and agree that they are waiving, releasing, and forever discharging any rights or claims that either or both of them may have under the FLSA. Each also agree and understand that they are receiving adequate compensation and consideration for the release of these claims, as set forth in this Agreement, which each has discussed with their attorneys and believe that the Agreement and terms are fair and reasonable.

9. Both PERRY and NORFLEET individually and collectively understand and agree that they are waiving, releasing, and forever discharging any rights or claims that either or both of them may have under the ADEA, with respect to any and all claims arising before the date or dates they individually sign this Agreement, but not those arising thereafter. However, nothing in this Agreement shall be construed to affect the rights and responsibilities of the Equal Employment Opportunity Commission (hereinafter "Commission") to enforce the requirements of the ADEA, or to interfere with the protected right of an employee to file a charge or participate in an investigation or proceeding conducted by the Commission. However, PLAINTIFFS further understand that, in addition to the rights and claims under the ADEA waived and released herein, they expressly waive and release their right to recover in any possible ADEA suit which conceivably could be brought by the Commission on their behalf for events arising before the date or dates they individually sign this Agreement.

10. PERRY and NORFLEET individually and collectively agree and acknowledge that this Agreement does not constitute an admission of guilt, fault, responsibility, wrongdoing, or liability on the part of COUNTY, and/or COUNTY Releases. Each acknowledges that COUNTY,

and COUNTY Releases deny any and all allegations of improper or unlawful conduct based on any claims, disputes, charges, complaints, or lawsuits covered by this Agreement. Each further agrees and acknowledges that the promises made herein by COUNTY are made solely to avoid the cost of further responding to or defending against the claims they raised or may have raised in this Lawsuit or otherwise, and also as consideration for the promises made by PERRY and NORFLEET in this Agreement.

11. PERRY and NORFLEET individually and collectively agree that all rights associated with their employment with COUNTY have been terminated, other than vested post-employment benefits. Each agrees that they have no express, implied, or written right to reinstatement, reemployment, compensation in lieu of any of the above, or any other damages, costs, or fees as a result of their employment or separation from employment with COUNTY or any events associated therewith. Each further agrees that they will not apply for employment with COUNTY or any corporation, subsidiary, division, branch, department, or organization affiliated with or related to COUNTY in the future. COUNTY, or any affiliate, corporation, subsidiary, division, branch, department, or organization, may refuse to employ or reemploy either or both PERRY and/or NORFLEET, and in doing so shall not give rise to any claim or cause of action of any nature whatsoever, nor may any suit be brought by either or both PERRY and/or NORFLEET against COUNTY or any affiliate arising out of any such refusal to employ or reemploy them.

12. Except for the provisions in Paragraphs 3, 7, 8, 10 and 20, if any other provisions of this Agreement are held to be invalid or unenforceable, the remainder of this Agreement shall nevertheless remain in full force and effect. If any other provisions are held invalid or unenforceable with respect to particular circumstances, they shall nevertheless remain in full force and effect in all other circumstances.

13. Should any questions arise as to the construction or interpretation of this Agreement, this Agreement shall be construed and interpreted according to the laws of the State of Tennessee. The Parties further agree that this Agreement will be enforced in the state or federal courts having jurisdiction over Montgomery County, TN.

14. In the event any action, lawsuit, or proceeding is brought to enforce the terms of this Agreement, the prevailing party shall recover against the other party or parties its reasonable attorneys' fees, expenses, and costs incurred in connection with such action, including any appeals.

15. This Agreement represents the full, final, and integrated agreement and contract of the Parties with respect to its subject matter. All agreements, covenants, representations, or warranties, express or implied, of the Parties with regard to this matter are contained in this Agreement. No other agreements, covenants, representations, or warranties, express or implied, oral or written, have been made outside this Agreement. All prior and contemporaneous conversations, negotiations, possible and alleged agreements and representations, covenants, and warranties with respect to the subject matter are waived, merged, and superseded by this Agreement. This Agreement can be modified or amended only by a writing signed by all Parties hereto.

16. No waiver of any term or condition of this Agreement or any part thereof shall be deemed a waiver of another term or condition of this Agreement or of any later breach of this Agreement.

17. This Agreement is the product of mutual drafting and negotiation by the Parties and their counsel. Accordingly, the rule of contra proferentum (construction against the drafter) shall not apply to COUNTY or to PERRY and NORFLEET.

18. This Agreement may be signed and returned via electronic scan and/or facsimile and may be executed in one or more counterparts, any one of which shall be considered an original of this Agreement, and all of which shall be considered one and the same instrument.

19. This is an important legal document and both PERRY and NORFLEET are advised to consult with an attorney of their choosing before signing. If PERRY and NORFLEET individually and collectively decide to sign this Agreement, they each must do so by no later than the close of business on [DATE,] which is at least twenty-one (21) days after the date they received the Agreement. PERRY and NORFLEET also must date the Agreement when each signs it, and then return the Agreement to R. Eddie Wayland, 315 Union Street, Suite 1100, Nashville, TN 37201, via electronic scan to rew@kingballow.com, via U.S. mail, or via facsimile to (888) 688-0482, and received on or before that [DATE] deadline. If PLAINTIFFS do not each timely take the actions described above in this Paragraph , this Agreement will be null and void and of no force and effect after that twenty-first (21st) day and [DATE] deadline.

20. The Parties agree this Agreement shall not become effective until the eighth (8th) day following the day that PERRY and NORFLEET individually and collectively sign this Agreement, or the latest day that one of them signed it if they sign the Agreement on different days. None of the Parties will have any obligations provided for in this Agreement until these at least seven (7) days have passed. During the seven (7) days immediately following the day that PERRY signs this Agreement, and the day that NORFLEET signs this Agreement, each may revoke this Agreement for any reason whatsoever. To revoke this Agreement, PERRY and/or NORFLEET must state that intention in writing and deliver that writing to R. Eddie Wayland, 315 Union Street, Suite 1100, Nashville, TN 37201, before 5:00 p.m. Central Standard Time on that applicable seventh day. If either PERRY or NORFLEET revoke this Agreement, the Agreement

will immediately become null and void and of no further force or effect, as to all Parties with neither COUNTY, PERRY or NORFLEET having any obligations as provided in this Agreement. If PERRY and NORFLEET do not exercise their right to revoke within the applicable seven (7) days waiting period for each as provided herein, this Agreement shall become effective on the applicable eighth (8th) day.

21. PERRY and NORFLEET each specifically represents and warrants that they have fully and carefully read this Agreement and that they understand it, particularly the effect of their release of claims against COUNTY and COUNTY Releases. Each confirms that they have been offered the opportunity to consider the terms of the Agreement for a period of up to twenty-one (21) days.

22. PERRY and NORFLEET each specifically represent and warrant that this Agreement is final and binding, and the only promises made to them to sign this Agreement are those stated and contained in this Agreement. Each represents and warrants that they are receiving consideration for this Agreement that they would not otherwise be entitled to receive. Each also represents and warrants that they are signing this Agreement freely and voluntarily and are not under any pressure to do so.

23. The undersigned Parties have had an opportunity to read and review this Agreement and each of them agrees to the terms set out herein fully and freely without reservation. All Parties specifically represent and warrant that they have consulted with their attorneys prior to executing this Agreement. All Parties further represent and warrant that they have been given a reasonable period of time within which to consider the terms of this Agreement and that they entered this Agreement voluntarily and with full knowledge of its significance and intending to be bound thereby.

IN WITNESS WHEREOF, and intending to be fully and legally bound hereby the undersigned Parties hereto have caused this Agreement to be executed as of the date(s) set forth below.

9/6/2020

Date

DocuSigned by:

Gary Perry

8A40107CD90F48D

GARY M. PERRY

Date

DANIEL A. NORFLEET

MONTGOMERY COUNTY, TENNESSEE

By: *[Signature]*

Its: *Montgomery County Mayor*
Date: *9/8/2020*

IN WITNESS WHEREOF, and intending to be fully and legally bound hereby the undersigned Parties hereto have caused this Agreement to be executed as of the date(s) set forth below.

Date

GARY M. PERRY

9/4/2020

Date

DocuSigned by:
Daniel Norfleet
F76F50D18042496...

DANIEL A. NORFLEET

MONTGOMERY COUNTY, TENNESSEE

By: *[Signature]*
Its: *Montgomery County Mayor*
Date: *9/8/2020*

EXHIBIT A

**IN THE UNITED STATES DISTRICT COURT FOR THE
MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION**

GARY M. PERRY,)	
)	
Plaintiff,)	
)	
v.)	NO. 3:19-cv-00952
)	
MONTGOMERY COUNTY,)	JUDGE CAMPBELL
TENNESSEE)	MAGISTRATE JUDGE
)	HOLMES
Defendant.)	

AGREED ORDER OF DISMISSAL WITH PREJUDICE

COME NOW the Parties hereto, by and through their undersigned counsel, and announce to the Court that this case has been voluntarily compromised and settled with Court approval and, therefore, this case should be dismissed, with prejudice, with each Party to bear its own costs, attorneys' fees, and expenses.

IT IS SO ORDERED this ____ day of September, 2020, that this case and all of the claims against the named Defendant are hereby **DISMISSED WITH PREJUDICE**, with each party to bear its own costs, attorneys' fees, and expenses.

Hon. William L. Campbell, Jr.

APPROVED FOR ENTRY:

By: /s/
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Ryan Sullivan, *Admitted Pro Hac Vice*
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By: /s/
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Attorneys for Defendant

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v.)	NO. 3:19-cv-00952
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MONTGOMERY COUNTY, TENNESSEE)	JUDGE CAMPBELL MAGISTRATE JUDGE
)	HOLMES
Defendant.)	

[PROPOSED] ORDER GRANTING APPROVAL OF SETTLEMENT AGREEMENT

Named Plaintiff Gary M. Perry, Consent to Sue Party Daniel A. Norfleet, and Defendant Montgomery County, Tennessee (collectively the “Parties”), by and through their counsel, have jointly requested that this Honorable Court approve the Settlement Agreement that was reached between the Parties.

In reviewing a settlement of a private FLSA claim, the Court should review the proposed settlement and determine whether the settlement is a fair and reasonable resolution of a bona fide dispute over FLSA provisions. *Bartlow v. Grand Crowne Resorts of Pigeon Forge*, 2012 U.S. Dist. LEXIS 181808, at *4 (E.D. Tenn. Dec. 26, 2012). When it appears that a settlement “reflect[s] a reasonable compromise over issues, such as FLSA coverage or computation of back wages[] that are actually in dispute,” the Court should “approve the settlement in order to promote the policy of encouraging settlement of litigation.” *Lynn’s Food Stores, Inc. v. United States*, 679 F.2d 1350, 1354 (11th Cir. 1982).

Having reviewed the Joint Motion for Approval and the corresponding Settlement

Agreement submitted by the Parties as well as having knowledge of the litigation ongoing between the Parties, the Court finds that there is a *bona fide* dispute between the Parties as to the merits of the legal issues in this case. The Settlement Agreement proposed by the Parties provides a fair and reasonable resolution of their dispute. There is considerable uncertainty and risks to both Parties associated with continuing litigation. Furthermore, the Parties are represented by experienced Counsel who reached an agreement through arms-length negotiations with no evidence of collusion between Counsel. Lastly, given the costs and expenses that would be involved to continue litigating this case, and in the Court's interest of promoting settlement, particularly, when a reasonable compromise has been reached, approval of this Settlement Agreement is beneficial to the Court and fair and reasonable for the Parties.

Accordingly, the Court finds that the Settlement Agreement is a fair and reasonable resolution of a bona fide dispute between the Parties. As such, the Court **GRANTS** the Parties' Joint Motion for Approval of the Settlement Agreement. The Court **ORDERS** the Parties to file an Agreed Order of Dismissal with Prejudice within 5 business days of the entry of this Order.

IT IS SO ORDERED.

Hon. William L. Campbell, Jr.
District Court Judge

APPROVED FOR ENTRY:

By: /s/Ryan Sullivan
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Ryan Sullivan, *Admitted Pro Hac Vice*
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Attorneys for Plaintiff

By: /s/R. Eddie Wayland
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Attorneys for Defendant