

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA  
GAINESVILLE DIVISION**

SHARON BOOTH,	)	
	)	
Plaintiff,	)	
	)	Civil Action No.:
v.	)	
	)	2:22-cv-00237-RWS
LUMPKIN COUNTY BOARD OF	)	
COMMISSIONERS	)	
	)	
Defendant.	)	
_____	)	

**JOINT MOTION TO APPROVE SETTLEMENT AGREEMENT  
AND FOR ENTRY OF JUDGMENT OF DISMISSAL  
WITH PREJUDICE**

COME NOW Plaintiff Sharon Booth (“Plaintiff”) and Defendant Lumpkin County, Georgia (“Defendant” or “County”) (collectively, the “Parties”), by and through the undersigned counsel, and jointly move this Honorable Court to stay all pre-trial proceedings in this action pending approval of the settlement agreement between the Parties, to approve the settlement agreement between the Parties, and to enter an Order of dismissal with prejudice of the above-styled action.

**PROCEDURAL BACKGROUND, ARGUMENT, AND CITATION OF  
AUTHORITY**

The Parties jointly bring this motion pursuant to Fed. R. Civ. Pro. 41(a)(2) and in accordance with the rule articulated by the Eleventh Circuit Court of Appeals in

Lynn's Food Stores, Inc. v. U.S. ex re. U.S. Dept. of Labor, 679 F.2d 1350, 1352-1353 (11<sup>th</sup> Cir. 1982).<sup>1</sup> The Parties hereto respectfully request that the Court scrutinize for fairness then approve the settlement agreement that has been executed by the Parties and which is attached hereto as **Exhibit A** and incorporated herein. Upon the Court's approval of the within and foregoing settlement agreement, the Parties request that the Court enter a Stipulated Judgment of Dismissal of all claims which are pled in this matter, arise out of the common facts and circumstances of this matter, or could be pled in this matter, **WITH PREJUDICE**.

In further support, the Parties show that Plaintiff filed her Complaint on November 30, 2022. The Complaint was brought pursuant to the Fair Labor Standards Act, 29 U.S.C. § 201, *et seq.*, and sought to recover unpaid compensation, liquidated damages, and attorney's fees pursuant to 29 U.S.C. § 216(b) (Doc. 1). Defendant filed an Answer and Defenses, denying all liability and asserting various affirmative

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<sup>1</sup> There, the Eleventh Circuit held that, "There are only two ways in which back wage claims arising under the FLSA can be settled or compromised by employees. First, ...the Secretary of Labor is authorized to supervise payment to employees of unpaid wages owed to them... The only other route for compromise of FLSA claims is provided in the context of suits brought directly by employees against their employer under section 216(b) to recover back wages for FLSA violations. When employees bring a private action for back wages under FLSA, and present to the district court may enter a stipulated judgment after scrutinizing the settlement for fairness."

defenses to liability, to include asserting that Plaintiff was properly classified as an exempt employee. (Doc. 8).

Following the filing of Defendant's Answer and the conducting of a Rule 26(f) conference, the Parties have negotiated in good faith to reach a fair settlement agreement which encompasses all claims. The Parties have informally exchanged documents and information in connection with settlement negotiations, which has enabled each Party to understand and assess the details and substance of the claims and defenses at issue in this action. Based on the understandings and assessments of each Party, the Parties acting at arm's length and in good faith, and with the advice and participation of experienced counsel, the Parties entered into a settlement agreement representing a fair settlement and compromise of all claims in this action. The settlement agreement attached hereto as Exhibit A has been fully executed by all the Parties, after each has had the full opportunity to read and review the settlement agreement and discuss the same with counsel.

In reaching the subject settlement, the Parties collaborated to identify the precise scope of the time periods at issue for which overtime hours are alleged to have been worked and unpaid. The Parties have separately negotiated attorney's fees. In litigating this action, each Party recognizes that it would face litigation risks.

By its express terms, the fully executed settlement agreement shall, contingent upon this Court's approval, result in the payment to Plaintiff of the full amount of unpaid compensation due to her (\$6,250.00); an amount equal to the amount of unpaid compensation as non-wage damages (\$6,250.00); and reasonable attorney's fees and costs (\$10,000.00).

Counsel for Plaintiff and Defendant reached a settlement through arm's length negotiations relating to the merits of the claims and defenses, which included discussions of the rate of pay, dates of employment, and FLSA non-willfulness. Plaintiff and Defendant have discussed and considered the facts, have carefully calculated actual and potential damages and liability, have judiciously allocated same as set forth in the Settlement Agreement, and find the Settlement Agreement to be fair and reasonable. See, **Exhibit B**, Declaration of Gordon Van Remmen, at ¶ 2.

In exchange for a release of all Plaintiff's claims, the Parties were able to reach a reasonable settlement for a compromised amount of twenty-two thousand and five hundred dollars (\$22,500.00). This amount includes twelve thousand five hundred dollars (\$12,500.00) in wages and liquidated damages to Plaintiff, and ten thousand dollars (\$10,000.00) in Plaintiff's attorneys' fees and costs. Id. at ¶ 3.

Plaintiff agreed to this compromised settlement in order to ensure payments due under the Settlement Agreement. This amount represents Plaintiff's full calculation

for back wages, as well as a reduced amount for Plaintiff's attorneys' fees and costs.

Id. at ¶ 4.

The \$12,500.00 payment to Plaintiff is approximately 166.2% of the amount of Plaintiff's counsel's calculation of alleged unpaid wage damages of \$7,518.97. The \$12,500.00 payment to Plaintiff is approximately 83.1% of the amount of Plaintiff's counsel's calculation of alleged back-wage and liquidated damages of \$15,037.94. Defendant disputes Plaintiff's counsel's calculation of alleged damages, as well as liability for any damages in this case. Id. at ¶ 5. Defendant maintains that Plaintiff was properly classified as an exempt employee and was not entitled to overtime. Although Defendant maintains that Plaintiff was not entitled to overtime wages under the FLSA; assuming without conceding that Plaintiff was a non-exempt employee, Defendant calculates Plaintiff's alleged overtime wages at \$4,666.72, which would place Plaintiff's alleged back-wages and liquidated damages at \$9,333.44. Under Defendant's calculations, a settlement of \$12,500.00 is approximately 133.9% of Defendant's counsel's calculation of alleged back-wages and liquidated damages. Consequently, the Parties expressly agree that the Settlement Agreement between the Parties represents a fair and equitable resolution of this matter.

The attorneys' fees to Plaintiff's counsel, Hall & Lampros, LLP, is based on a reasonable lodestar value of hours worked of \$10,165.00 that Plaintiff's counsel has

reduced to \$9,448.00. Id. at ¶ 6. As further reductions, Plaintiff's counsel did not include any time for partner Chris Hall and did not include any time for drafting and preparing post-settlement documents. Id. Plaintiff's counsel incurred reasonable costs of \$552.00 (for the filing fee and service of process). Id. at ¶ 7; see also, Exhibit 1 to Gordon Van Remmen - Fee Summary. The Declaration of Gordon Van Remmen (Exhibit B) further outlines Plaintiff's attorneys' fees, billing rates, and attorney experience. Ex. B, Van Remmen Declaration, at ¶¶ 10-19. At all times, the Parties negotiated the amount of damages separately from the amount of attorneys' fees and costs. Id. at ¶ 8.

As set forth in the proposed Settlement Agreement, attached as Exhibit A to this Motion, the payments will resolve all of the claims set forth in this lawsuit. Id. at ¶ 9. The Parties expressly agree that the Settlement Agreement between the Parties represents a fair and equitable resolution of this matter. Id. Based on these potential damages, defenses, and the risks involved for all Parties, all Parties believe that the proposed Settlement Agreement is fair and, in each Party's, best interest. Id.

WHEREFORE, the Parties jointly request that this Court (1) stay all pre-trial proceedings pending the Court's approval of the submitted settlement agreement; (2) scrutinize for fairness the settlement agreement attached hereto as Exhibit A; (3) approve the settlement agreement in its current form, which has been fully executed by

the Parties to this action; and (4) enter an Order approving the settlement and dismissing this action including all claims which are pled or could be pled in this matter, WITH PREJUDICE.

Respectfully submitted this 25<sup>th</sup> day of May, 2023.

Prepared and presented by:

**JARRARD & DAVIS, LLP**

/s/ Ken E. Jarrard  
Ken E. Jarrard  
Georgia Bar No. 389550  
Melissa A. Klatzkow  
Georgia Bar No. 692540

*Attorneys for Defendant*

222 Webb Street  
Cumming, Georgia 30040  
[kjarrard@jarrard-davis.com](mailto:kjarrard@jarrard-davis.com)  
[mklatzkow@jarrard-davis.com](mailto:mklatzkow@jarrard-davis.com)

Consented and agreed by:

**HALL & LAMPROS, LLP**

/s/ Gordon Van Remmen<sup>2</sup>  
Gordon Van Remmen  
Georgia Bar No. 215512

*Attorney for Plaintiff*

300 Galleria Parkway  
Suite 300  
Atlanta, GA 30339  
[gordon@hallandlampros.com](mailto:gordon@hallandlampros.com)

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<sup>2</sup> Signed with express permission of Gordon Van Remmen given to Ken Jarrard.

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA  
GAINESVILLE DIVISION**

SHARON BOOTH,	)	
	)	
Plaintiff,	)	Civil Action No.:
	)	
v.	)	2:22-cv-00237-RWS
	)	
LUMPKIN COUNTY BOARD OF	)	
COMMISSIONERS	)	
	)	
Defendant.	)	
_____	)	

**CERTIFICATE OF SERVICE**

The undersigned counsel certifies that the foregoing **JOINT MOTION TO APPROVE SETTLEMENT AGREEMENT AND FOR ENTRY OF JUDGMENT OF DISMISSAL WITH PREJUDICE** has been prepared with one of the font and point selections approved by the Court in Local Rule 5.1C. The undersigned counsel further certifies that a copy of this notice has been served on counsel of record with the Clerk of Court using the CM/ECF system, which will automatically send e-mail notification of such filing to the attorneys of record:

Gordon Van Remmen  
Hall & Lampros, LLP  
300 Galleria Parkway  
Suite 300  
Atlanta, GA 30339  
[gordon@hallandlampros.com](mailto:gordon@hallandlampros.com)



This 25<sup>th</sup> day of May, 2023.

**JARRARD & DAVIS, LLP**

/s/ Ken E. Jarrard

Ken E. Jarrard

Georgia Bar No. 389550

Melissa A. Klatzkow

Georgia Bar No. 692540

*Attorneys for Defendant*

222 Webb Street  
Cumming, Georgia 30040  
(678) 455-7150  
[kjarrard@jarrard-davis.com](mailto:kjarrard@jarrard-davis.com)  
[mklatzkow@jarrard-davis.com](mailto:mklatzkow@jarrard-davis.com)

**SETTLEMENT AGREEMENT AND  
FULL AND FINAL RELEASE OF ALL CLAIMS**

This Settlement Agreement and Full and Final Release ("Agreement") is made and entered into by and between the following Parties:

**SHARON BOOTH** (hereinafter "Releasor") an adult individual, for herself, her dependents, heirs, executors, administrators, personal representatives, beneficiaries and assigns;

and

**LUMPKIN COUNTY, GEORGIA**, (hereinafter the "County" or "the Defendant").

As used herein, the term "Releasees" shall be defined as the County and all of its divisions, departments (including, for the purposes of this Agreement, the Lumpkin County Emergency Services Department and/or the Lumpkin County Fire Department), offices, affiliates, officers (including constitutional officers), elected and appointed persons, officials, employees, servants, agents, insurers, and attorneys, in their official and individual capacities, together with their predecessors, successors, and assigns, both jointly and severally.

Releasor and the Defendant (hereinafter the "Parties") make and enter into this Agreement because each wish to fully and finally resolve and settle each and every difference between them, including, but not limited to, any and all claims arising out of Releasor's employment as a Battalion Chief for Lumpkin County. The claims being resolved and settled herein include, but are not limited to, those claims which were made or could have been made as part of Releasor's civil action, Case No. 2:22-cv-00237-RWS, which was filed in the United States District Court for the Northern District of Georgia, Gainesville Division, for which claims the Defendant is alleged to be legally liable and for which liability is expressly denied.

Now therefore, and in consideration of the mutual covenants and promises contained herein, the Parties hereto agree as follows:

**I. Commitments and Representations of the Parties**

- A. Within fifteen (15) calendar days after the Court has granted the Parties' Joint Motion to Approve Settlement Agreement and of Judgment of Dismissal with

Prejudice, Counsel for the Defendant will deliver to Plaintiff's counsel, Gordon Van Remmen at Hall & Lampros, LLP, 300 Galleria Pkwy, Suite 300, Atlanta, Georgia, 30339, settlement checks in the total amount of \$22,500 (twenty-two thousand five-hundred and zero cents). These checks will be issued as follows:

1. One check in the amount of \$6,250 for unpaid wages/overtime less applicable taxes and withholdings, made payable to SHARON BOOTH. An IRS Form W-2 will be issued to SHARON BOOTH in connection with this payment;
  2. One check in the amount of \$6,250 for liquidated damages, pre-judgment interest, and all non-wage related damages as claimed in Plaintiff's Complaint, made payable to SHARON BOOTH. No taxes and/or withholdings will be deducted from said amount. An IRS Form 1099 will be issued to SHARON BOOTH in connection with this payment; and
  3. One check in the amount of \$10,000 for attorney's fees and costs of litigation made payable to HALL & LAMPROS, LLP. No taxes and/or withholdings will be deducted from said amount. An IRS Form 1099 will be issued to HALL & LAMPROS, LLP in connection with this payment.
- B. Immediately upon expiration of the twenty-one day review period identified in Paragraph IV (or earlier, if Releasor determines to waive all or part of the 21 day period) and upon expiration of the seven day revocation period identified in Paragraph V, the Parties, by and through their counsel, shall file in the above-referenced court action a Joint Motion to Approve Settlement Agreement and for Entry of Judgment of Dismissal With Prejudice, which shall include all claims which were made or could have been made.
- C. In the event that the Court denies the Joint Motion to Approve Settlement Agreement and for Entry of Order of Dismissal With Prejudice, for any reason, the Parties hereby agree that this Agreement will, in effect, have been rescinded by the Court's denial of the Joint Motion, and this Agreement shall thereupon be considered null and void, and the Parties shall not be bound in any manner by its content.

D. Releasor represents, by her execution of this Agreement, Case No. 2:22-CV-00237-RWS is the only claim, lawsuit, complaint and/or action she has brought in any forum related to her employment with Lumpkin County and that no other claims, demands, grievances, complaints, liens, or actions, have been filed by or regarding Releasor against the Defendant with any court, government or quasi-government agency.

## **II. Time for Payments**

Time is of the essence as to all payments due under this agreement. All late payments shall bear simple interest at 1.5% per month. If an action for collection or enforcement of any amounts due under this agreement, including interest owed, is instituted, the prevailing party will be entitled to a reasonable attorney's fee and all costs. It is expressly agreed that the Releasor, at her option and without notice, may void this agreement and reinstitute, refile, and/or continue the underlying case, Case No. 2:22-CV-00237-RWS against the Defendant if Defendant breaches this instant agreement and/or fails to make timely payments as specified above.

## **III. Release**

For and in consideration of the County's promise to provide such valuable consideration as outlined in Paragraph I(A)(1-3) of this Agreement entitled "Commitments and Representations of the Parties," the complete sufficiency of which is acknowledged, and the other terms and conditions set forth in this Agreement, Releasor does hereby fully, finally and forever knowingly and voluntarily covenant not to sue and knowingly and voluntarily releases and forever discharges the Defendant and Releasees from any charges, claims, demands, actions, causes of action, suits, damages, losses, expenses and liabilities of every type and description whatsoever up to and including the present time, including without limitation all federal, state and local charges, claims, causes of action, whether constitutional, statutory, or common law, including, but not limited to those claims arising by reason of or in any way connected with:

- A. Releasor's employment with Lumpkin County, Georgia;
- B. The currently pending Case No. 2:22-CV-00237-RWS and any claim under the Fair Labor Standards Act ("FLSA") that could have been brought therein;

- C. Any and all claims regarding the deprivation of civil, constitutional, or equal rights under local, state, or federal law including, but not limited to, 42 U.S.C. §§ 1981, 1983, 1985, 1986 and/or 1988; Title VII of the Civil Rights Act of 1964, as amended; the Civil Rights Act of 1991; the Age Discrimination in Employment Act (“ADEA”); the Americans with Disabilities Act (“ADA”); the Older Workers Benefit Protection Act; and the Rehabilitation Act of 1973, as well as any claims for alleged wrongful discharge, negligent retention or hiring, sexual harassment, assault, battery, retaliation, negligent or intentional infliction of emotional distress, invasion of privacy, outrageous conduct, negligent hiring or retention, inducement, false imprisonment, assault, assault and battery, false arrest, malicious prosecution, breach of duty, libel, slander, wrongful discharge, breach of policy, negligent discharge, bad faith discharge, breach of contract (express or implied), interference with contract (express or implied), breach of duty of good faith and fair dealing, interference with business relationships, contractual relations, or employment relationships of any kind, fraud, any claims of violation of or retaliation under O.C.G.A. § 45-1-4 (i.e., the Georgia Whistleblower Statute), or any claims of violation of or retaliation under any and all whistleblower protection statutes under federal law, or any other unlawful behavior.

Notwithstanding any other provision of this Paragraph or of this Agreement, Releasor does not hereby waive any rights or claims for which waivers or releases are prohibited by applicable law or any rights or claims under the ADEA that may arise after the effective date of this Agreement, which for purposes of this Agreement shall be the day on which the Agreement is executed by the Releasor.

- D. Any and all other claims asserted, or which could have been asserted by the Releasor, that arise out of the common facts and circumstances of this matter.

This Agreement shall not be construed as to limit or waive the sovereign, official, or qualified immunities of the Defendant or Releasees. This Agreement is not made to pay any claims that are barred by sovereign immunity.

This Agreement shall not be interpreted to waive or release any claims that occur after the date Plaintiff executes this Agreement, or any claims or rights to

enforce this Agreement, or any claims or rights that cannot, by law, be waived or released. Plaintiff acknowledges that she is signing this Agreement in return for consideration to which she may not otherwise be entitled.

**IV. Twenty-One Day Review Period**

Releasor hereby acknowledges that, in accordance with federal law, she has been allowed up to twenty-one (21) days to consider whether to execute this Agreement and that she has had sufficient time to read and consider this Agreement before executing it. Releasor acknowledges that she has received valuable and good consideration to which Releasor is not otherwise entitled in exchange for her execution of this Agreement and executes this Agreement voluntarily, with a full understanding of its significance, and intending to be bound by its terms. Releasor agrees that if she decides to shorten the 21-day period by executing this Agreement before the expiration of 21 days, she does so knowingly and voluntarily.

**V. Seven Day Revocation Period**

Releasor may revoke and cancel this Agreement at any time within seven (7) days after her execution of this Agreement by providing written notice to the County in the manner prescribed herein. If Releasor does so revoke, this Agreement will be null and void and the County shall have no obligation to provide any consideration to Releasor including, but not limited to that specified in Paragraph I of this Agreement. This Agreement shall not become enforceable until after the expiration of the seven (7) day revocation period; after such time, if there has been no revocation, the Agreement shall be fully enforceable. In the event that Releasor chooses to revoke the Agreement, Releasor or her counsel shall notify the County by e-mail to its designated agent for this purpose, Attorney Ken Jarrard, at [kjarrard@jarrard-davis.com](mailto:kjarrard@jarrard-davis.com), no later than 5:00 p.m. on the last day of the revocation period.

**VI. Release Includes Unknown Claims**

Releasor understands and agrees that the Released Claims, as contemplated in the paragraph of this Agreement entitled "Release", are intended to and do include any and all claims of every nature and kind whatsoever (whether known, unknown, suspected, or unsuspected) which, as of the date of execution, Releasor has or may have against the Releasees and Defendant. Releasor further acknowledges that she may hereafter discover facts different



from or in addition to those which she now knows or believes to be true with respect to the Released Claims and agrees that, in such event, this Agreement shall nevertheless be and remain effective in all respects, notwithstanding such different or additional facts or the discovery thereof. Releasor represents and acknowledges that she and/or her counsel have conducted whatever investigation was deemed necessary by her and/or her counsel to ascertain all facts and matters related to this Agreement, and that she is not relying in any way on any statement or representation by the Defendant or its attorney(s), except as expressly stated herein, in reaching her decision to enter into this Agreement.

**VII. No Admission of Liability**

Releasor understands and agrees that this Agreement is a release of disputed claims and does not constitute an admission of liability on the part of the Defendant or Releasees as to any matters whatsoever. Entry into this Agreement by or on behalf of the Defendant or Releasees, and their compliance with its terms and conditions, shall not constitute a waiver of any defenses to liability of the County in the event of a denial of the Joint Motion or failure to refusal of the Court to judicially approve of a settlement.

**VIII. Covenant Not To Sue**

Releasor further understands and agrees and covenants that neither the Releasor, nor any other person, organization or other entity acting on the Releasor's behalf has sued or will sue or cause or permit suit against Releasees or Defendant upon any claim released herewith or to participate or aid in any way in any suit or proceeding or to execute, seek to impose, collect or recover upon or otherwise enforce or accept any judgment, decision, award, warranty or attachment upon any claim released herein. The Releasor further agrees and covenants to return to Lumpkin County, Georgia, within ten days of receipt any sums paid by any of the Releasees or Defendant to the Releasor, or collected on the Releasor's behalf, for conduct by any of the Releasees or Defendant against the Releasor for any claim released herein.

**IX. Future Legal Actions**

In the event that any Party to this Agreement commences an action, at law or in equity, to enforce any right under any provision of this Agreement or to compel compliance with any provision of this Agreement, the Parties

covenant and agree that the prevailing Party in any such action shall be entitled to recover all reasonable attorneys' fees and costs incurred in connection with such action.

**X. Non-denigration**

The Parties agree that they will refrain from making derogatory statements about the other, their policies and/or practices, and they will make every effort to avoid denigrating each other in any manner. While it is recognized that either Party may be required to testify or provide information in response to valid legal process, the Parties agree that they will not volunteer information about the other that is derogatory.

**XI. No Assignment or Transfer of Released Claims**

Releasor represents and warrants that as of the date Releasor executes the Agreement ("Effective Date"), Releasor has not assigned, transferred, or hypothecated, or purported to assign, transfer, or hypothecate, to any person, firm, corporation, association or entity whatsoever any of the Released Claims. Releasor hereby agrees to indemnify and hold harmless the Defendant against, without limitation, any and all rights, claims, warranties, demands, debts, obligations, liabilities, costs, expenses (including attorneys' fees), causes of action, and judgments based on, arising out of, relating to, or connected with any such transfer, assignment, or hypothecation, or purported transfer, assignment, or hypothecation.

**XII. Entire Agreement**

The Parties hereto acknowledge and agree that this Agreement constitutes a full, final, and complete settlement of their differences and supersedes and replaces any and all other written or oral exchanges, agreements, understandings, arrangements, or negotiations between or among them relating to the subject matter hereof, and affirmatively state that there are no other prior or contemporaneous agreements, exchanges, representations, arrangements, or understandings, written or oral, between or among them relating to the subject matter hereof other than that as set forth herein, and that this Agreement contains the sole and entire Agreement between them with respect to the subject matter hereof. The Parties hereto further acknowledge and agree that language proposed for, deleted from, or otherwise changed in the various drafts of this Agreement but not included herein shall not be



considered in any way in the interpretation and application of this Agreement and shall not in any way affect the rights and obligations of the Parties hereto.

**XIII. Modification**

No provision of this Agreement may be changed, altered, modified, or waived except in writing signed by Releasor and a duly authorized representative of the County, which writing shall specifically reference this Agreement and the provision which the parties intend to waive or modify.

**XIV. Severability**

In the event that any provision of this Agreement is held to be unenforceable, each and all of the other provisions of this Agreement shall remain in full force and effect.

**XV. Applicable Law and Mutual Submission to Georgia Jurisdiction**

This Agreement shall be construed and enforced according to the laws of the State of Georgia. Releasor agrees to submit any and all disputes arising out of or based on this Agreement to the jurisdiction of the Courts of the State of Georgia.

**XVI. Understanding**

Releasor understands that this Agreement shall be binding upon Releasor and the County and their respective dependents, heirs, executors, administrators, officers (including Constitutional officers), elected and appointed persons, officials, employees, shareholders, servants, agents, insurers, and attorneys and shall inure to the benefit of the County and Releasor and their respective dependents, heirs, executors, administrators, officers, directors, employees, agents, representatives, attorneys, predecessors, successors and assigns, whether present, past or future. Releasor acknowledges and represents that she has read this Agreement in full and, if desired with advice of her counsel, understands and voluntarily consents and agrees to each and every provision contained herein.

**XVII. Execution in Counterparts and Electronic Signatures**

This agreement may be executed simultaneously in counterparts each of which shall be deemed an original, but which collectively shall constitute one and the same instrument. An electronic signature, or facsimile or copy of a signature, shall be treated as an original signature for all purposes.

**XVIII. Effective Date of Agreement**

This Agreement is dated and made effective as of the date of Releasor's signature.

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the date shown below.

**[Signatures continued on next page]**

**RELEASOR**

DocuSigned by:  
  
7614F3EFA40B49D...  
SHARON BOOTH

Date: 5/16/2023

**THE DEFENDANT**

  
\_\_\_\_\_

Date: 5/24/2023

As Authorized Representative of the Board of Commissioners for Lumpkin County, Georgia, or its insurer, Association County Commissioners of Georgia.

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA  
GAINESVILLE DIVISION**

SHARON BOOTH,	)	
	)	
Plaintiff,	)	
	)	Civil Action No.:
v.	)	
	)	2:22-cv-00237-RWS
LUMPKIN COUNTY BOARD OF	)	
COMMISSIONERS	)	
	)	
Defendant.	)	
_____	)	

**DECLARATION OF GORDON VAN REMMEN**

The undersigned, Gordon Van Remmen, as one of Plaintiff’s counsel, makes the following declaration under oath:

1. I am Gordon Van Remmen, one of Plaintiff’s counsel in the above-styled action. I am above the age of eighteen (18) years and I am a resident of the State of Georgia. I am competent to give all of the testimony contained in this Declaration and all of it is based upon my personal knowledge.

**LIABILITY AND SETTLEMENT**

2. Counsel for Plaintiff and Defendant reached a settlement through arm’s length negotiations relating to the merits of the claims and defenses, which included discussions of the rate of pay, dates of employment, and FLSA non-willfulness.



Plaintiff and Defendant have discussed and considered the facts, have carefully calculated actual and potential damages and liability, have judiciously allocated same as set forth in the Settlement Agreement, and find the Settlement Agreement to be fair and reasonable.

3. In exchange for a release of all Plaintiff's claims, the Parties were able to reach a reasonable settlement for a **compromised** amount of twenty-two thousand and five hundred dollars (\$22,500.00). This amount includes twelve thousand five hundred dollars (\$12,500.00) in wages and liquidated damages to Plaintiff, and ten thousand dollars (\$10,000.00) in Plaintiff's attorneys' fees and costs.

4. Plaintiff agreed to this compromised settlement in order to ensure payments due under the Settlement Agreement. This amount represents Plaintiff's **full** calculation for back wages, as well as a reduced amount for Plaintiff's attorneys' fees and costs.

5. The \$12,500.00 payment to Plaintiff is approximately 166.2% of the amount of Plaintiff's counsel's calculation of alleged unpaid wage damages of \$7,518.97. The \$12,500.00 payment to Plaintiff is approximately 83.1% of the amount of Plaintiff's counsel's calculation of alleged back-wage and liquidated damages of \$15,037.94. Defendant disputes Plaintiff's counsel's calculation of alleged damages, as well as liability for any damages in this case.

6. The attorneys' fees to Plaintiff's counsel, Hall & Lampros, LLP, is based on a reasonable lodestar value of hours worked of \$10,165.00 that Plaintiff's counsel has reduced to \$9,448.00. As further reductions, Plaintiff's counsel did not include any time for partner Chris Hall and did not include any time for drafting and preparing post-settlement documents.

7. Plaintiff's counsel incurred reasonable costs of \$552.00 (for the filing fee and service of process). See, Exhibit 1 to this Declaration- Fee Summary.

8. At all times, the Parties negotiated the amount of damages separately from the amount of attorneys' fees and costs.

9. As set forth in the proposed Settlement Agreement, attached as **Exhibit A** to this Motion, the payments will resolve all of the claims set forth in this lawsuit. The Parties expressly agree that the Settlement Agreement between the Parties represents a fair and equitable resolution of this matter. Based on these potential damages, defenses, and the risks involved for all Parties, all Parties believe that the proposed Settlement Agreement is fair and, in each Party's, best interest.

### **ATTORNEYS' FEES AND COSTS**

10. As stated above, the settlement provides payment of \$10,000.00 in attorneys' fees and costs to Hall & Lampros, LLP (\$9,448.00. in attorneys' fees and \$552.00 in costs). The attorneys' fees to Plaintiff's counsel, Hall & Lampros, LLP,

is based on a reasonable lodestar value of hours worked of \$10,165.00 excluding time spent for post-settlement drafting and time for partner Chris Hall.

11. The summary attached as **Exhibit 1** to this declaration was prepared from contemporaneous billable time records maintained in the normal course of the Plaintiff's counsel's firm business. Plaintiff's counsels' lodestar for reasonable attorneys' fees in prosecuting this action as of May 10, 2023, was \$10,165.00; since that time additional fees have been incurred in the prosecution of this matter.

12. Plaintiff's counsel undertook risk in the case by taking the matter on a contingency basis and, thus, were not guaranteed any payment for fees. Plaintiff's counsel has not been compensated for any time nor had any expenses reimbursed since the litigation began.

13. Under the legal services agreement between Plaintiff and Plaintiff's counsel, Plaintiff's counsel is entitled to receive attorneys' fees recovered from the Defendant pursuant to any fee-shifting provisions of the applicable law, or pursuant to a settlement that specifically sets aside attorneys' fees to be paid to the Attorneys.

14. The total costs incurred to date are \$552.00 and include the filing fee and service of process.

15. Plaintiff's counsel communicated to Defendant that it sought to settle the damages claim and submit a fee application to the Court for determination of

fees and costs. Plaintiff's counsel was able to secure a settlement satisfying the authority granted by Plaintiff and was willing to resolve attorneys' fees and costs by fee application. In the end, the Parties were able to reach a global settlement.

16. Hall & Lampros, LLP lawyers have extensive experience litigating complex cases including serving as lead or co-lead counsel in the following cases: *Blessing v. Sirius XM Radio, Inc.*, No. 1:09-cv-10035 (S.D.N.Y.) (co-lead counsel representing class in antitrust, breach of contract, and consumer protection class action resulting in settlement valued at \$180 million on behalf of class); *Americo Financial Life and Annuity Insurance Co. et al. v. Elsner*, No. 011-07539-33 (representing life insurance companies in state RICO action alleging that enterprise defrauded insurer of prepaid commissions, resulting in court-ordered freeze of defendant assets pending lawsuit and confidential settlement); *Medco Health Solutions, Inc. et al. v. West Virginia Public Employees Insurance Agency*, 02-c-2764, Circuit Court of Kanawha County, West Virginia (representing public health insurance agency with approximately 180,000 covered lives in breach of contract and fiduciary duty counterclaims resulting in \$5.5 million settlement); *West Virginia ex rel. Attorney General v. Bank of America, N.A., et al.*, No. 08-02516 (S.D. N.Y.) (claims on behalf of dozens of West Virginia government agencies alleging antitrust price fixing relating to the sale of municipal bond derivatives); *Faith Enterprises*

*Group, Inc. v. Avis Budget Group, Inc. et al.*, No. 11-cv-03166 (ND. Ga.) (co-lead counsel in a putative class action against Avis by independent operators under RICO and for breach of fiduciary duty); *Simmons, et al. v. Valspar Corp.*, No. 10-3026 (U.S.D.C. for the District of Minnesota) (national collective action brought under the FLSA).

17. I, the undersigned attorney, am a partner at Hall & Lampros, LLP and a 2015 graduate of the University of Georgia School of Law. I have been a member of the bar since 2015, and I have focused on employment litigation. I have represented claimants in hundreds of FLSA cases. My hourly rate is \$400.00 per hour.

18. Attorney Patrick Hannon is a partner at Hall & Lampros, LLP and graduated from the University of Notre Dame Law School in 1997. Mr. Hannon was admitted to the Nebraska bar in 1997 and the Georgia bar in 2000. From 1998 to 2001, Mr. Hannon was a staff attorney at the U.S. Court of Appeals for the Eleventh Circuit. After leaving the Eleventh Circuit, I practiced civil litigation with the national law firm of Lord, Bissell & Brook (now Locke Lord). In 2003, Mr. Hannon began practicing plaintiff's civil litigation and has significant experience litigating FLSA actions, class and collective actions, and other complex civil litigation. Mr. Hannon has handled appeals in the Georgia Court of Appeals, the



Georgia Supreme Court, and the U.S. Court of Appeals for the Eleventh Circuit. Mr. Hannon's hourly rate is \$550.00 per hour.

19. The fees above are consistent with the rates in the local market.

Pursuant to 28 U.S.C. §1776, I declare under penalty of perjury that the foregoing is true and correct.

This May 25, 2023.

/s/ Gordon Van Remmen  
Gordon Van Remmen

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA  
GAINESVILLE DIVISION**

SHARON BOOTH,	)	
	)	
Plaintiff,	)	
	)	Civil Action No.:
v.	)	
	)	2:22-cv-00237-RWS
LUMPKIN COUNTY BOARD OF COMMISSIONERS	)	
	)	
Defendant.	)	
	)	

**EXHIBIT 1 TO DECLARATION  
OF GORDON VAN REMMEN**

Attorney	Hours	Rate	Lodestar
Chris Hall	2.5	\$ -	\$ -
Gordon Van Remmen	23.9	\$400.00	\$ 9,560.00
Patrick Hannon	1.1	\$550.00	\$ 605.00
<b>Total</b>	26.4		<b>\$ 10,165.00</b>
Filing Fee			\$ 402.00
Service			\$ 150.00
total costs			\$ 552.00
<b>Total</b>			<b>\$ 10,717.00</b>

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA  
GAINESVILLE DIVISION**

SHARON BOOTH,	)	
	)	
Plaintiff,	)	
	)	Civil Action No.:
v.	)	
	)	2:22-cv-00237-RWS
LUMPKIN COUNTY BOARD OF	)	
COMMISSIONERS	)	
	)	
Defendant.	)	
_____	)	

**ORDER APPROVING SETTLEMENT AND  
DISMISSING CASE WITH PREJUDICE**

This case involves claims under the Fair Labor Standards Act, 29 U.S.C. § 201, et seq. (“FLSA”), for Defendant Lumpkin County’s (the “County” or “Defendant”)<sup>1</sup> alleged failure to properly compensate Plaintiff Sharon Booth (“Plaintiff”) for overtime work as required by the FLSA during her former employment in the County’s Fire Department. This matter is before the Court upon the parties’ Joint Motion for Approval of Settlement Agreement, and for Entry of Order of Dismissal With

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<sup>1</sup> Plaintiff’s Complaint was directed at the “Lumpkin County Board of Commissioners,” which is a non-entity. The Parties have mutually agreed that the correct name for the Defendant is “Lumpkin County, Georgia,” and have mutually consented to the correction of the misnomer. This Court, therefore, finds that the Defendant is Lumpkin County, Georgia, and will refer to the Defendant as such.

Prejudice, and Supporting Memorandum of Law (the “Joint Motion”) for the approval of their compromise and settlement of this action.

The Court acknowledges that this Order is a judicial approval of a reasonable compromise, not a finding, conclusion, or reflection of any admission of a violation of the Fair Labor Standards Act, willful, intentional, or otherwise. The Court has reviewed the parties’ Joint Motion and scrutinized for fairness the executed Settlement Agreement included as an exhibit thereto and incorporated therein. The Court is further aware of the allegations of Plaintiff’s Complaint and Defendant’s Answer including affirmative defenses filed of record in response. Based on the record and review and consideration of the parties’ Joint Motion, the Court is of the opinion that there are *bona fide* disputes over application of the relevant provisions of the FLSA. In light of these legitimate disputes, the Court is of the opinion that the parties’ settlement reflects a fair and reasonable resolution of these *bona fide* disputes.

After review of the Joint Motion including the incorporated Settlement Agreement, the Court finds the Settlement Agreement is the product of arm’s length bargaining between experienced counsel. This settlement enables the parties to avoid recognized and real litigation risks posed by their respective positions. The provisions of the Settlement Agreement are fair, adequate, and reasonable. Plaintiff will receive an appropriate amount of wages owed. Plaintiff’s attorneys’ fees and expenses are

reasonable but not excessive and will be reimbursed separate and apart from Plaintiff's individual wage payments.

Consequently, the Court ORDERS as follows:

1. The Court GRANTS the parties' Joint Motion.
2. The Court finds that the Settlement Agreement, as fully executed by the parties, and which is hereby fully incorporated herein, does provide a fair resolution to Plaintiff's claims, including those claims which have been brought pursuant to the Fair Labor Standards Act, 29 U.S.C. §201, et seq., and APPROVES the Settlement Agreement executed by the parties and incorporated herein by reference.
3. IT IS HEREBY ORDERED that the parties to the Settlement Agreement shall fully comply with the terms of the Settlement Agreement, including the distribution of the settlement proceeds consistent with the terms of the Settlement Agreement.
4. This case is hereby DISMISSED WITH PREJUDICE, with each party to bear its own expenses and attorney's fees subject to the terms of the Settlement Agreement.

5. This action is administratively closed.<sup>2</sup>

So ORDERED this the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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RICHARD W. STORY  
United States District Court

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<sup>2</sup> An administrative closure of an action does not affect the substantive rights of the parties to reopen the case over implementation and enforcement of the Settlement Agreement.