UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF FLORIDA
(ORLANDO DIVISION)

ROBERT BALINT, *et al.*,	)	
	)	**C.A. No. 6:24-cv-00938-JSS-EJK**
Plaintiffs,	)	
v.	)	
	)	
OSCEOLA COUNTY, FL,	)	
	)	
Defendant.	)	

JOINT MOTION FOR SETTLEMENT APPROVAL

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I. INTRODUCTION

Plaintiffs, Robert Balint, *et al*., and Defendant, Osceola County, Florida ("Defendant" or "County"), by and through counsel, hereby jointly move this Court to enter an Order approving their Settlement Agreement and dismissing the above-captioned litigation with prejudice. As set forth below, the Parties have reached a Settlement Agreement that will resolve all claims in the instant lawsuit, which alleges that, prior to the Parties August 26, 2023 ratification of the Collective Bargaining Agreement ("CBA"), the County: 1) erroneously classified Plaintiffs as FLSA exempt employees, and 2) failed to properly pay Plaintiffs overtime in violation of the Fair Labor Standards Act, 29 U.S.C. §§ 201 *et seq*. ("FLSA"). Because the proposed Settlement Agreement satisfies the criteria for approval of an FLSA settlement in the Eleventh Circuit, the Parties jointly request the Court enter an order: (1) approving the Settlement Agreement, which is incorporated herein by reference, as fair, reasonable, and just in all respects as to the Plaintiffs, and ordering the Parties to perform the Settlement Agreement in accordance with its terms; (2) reserving jurisdiction with respect to this Action for the purpose of enforcing the Settlement Agreement; and (3) dismissing Plaintiffs' claims with prejudice upon final Court approval of the Settlement Agreement.

The Settlement Agreement is attached hereto as **Exhibit 1** and the declaration of Plaintiffs' Counsel, Lauren P. McDermott, is attached hereto as **Exhibit 2**.

II. CLAIMS ASSERTED AND PROCEDURAL HISTORY

Plaintiffs are employed, or were formerly employed, by the County as Battalion Chiefs. Dkt. 1, ¶10. Plaintiffs filed their Complaint on May 20, 2024. *See Generally, Id*. In their Complaint Plaintiffs allege that, prior to August 26, 2023, the County misclassified them as FLSA exempt employees and failed to properly compensate them with overtime pay at one and one-half times their regular rate of pay for all hours worked in excess of the applicable overtime threshold—159 hours for a 121-day work period—under the FLSA. *Id*., ¶42.

Specifically, Plaintiffs allege that they were misclassified as FLSA exempt employees because their primary job duty is to protect the public by engaging in fire suppression, emergency response, and related non-exempt activities. *Id*., ¶27. Plaintiffs allege that they are required to respond to a large number of emergency calls, have little to no discretion regarding whether to respond to an emergency call, that emergency calls take priority over all other duties or obligations they may have as a Battalion Chief at the time, and that while responding to emergency calls Battalion Chiefs work alongside the crew engaged in fire rescue and suppression. *Id*., ¶¶28-30. Plaintiffs also allege that Battalion Chiefs have limited administrative/managerial responsibilities and that Shift Commanders must approve their administrative/managerial decisions. *Id*., ¶¶ 36-41. Plaintiffs allege that as a

result of Defendant's misclassification of their position as FLSA exempt, Defendant failed to pay them overtime as required by the FLSA. *Id*., ¶42.

Additionally, Plaintiffs allege that prior to August 26, 2023, Defendants failed to incorporate additional compensation Plaintiffs' received pursuant to their CBA—including assignment pay and education incentive pay—when calculating Plaintiffs' regular rate for FLSA overtime purposes. Dkt. 1, ¶¶ 23, 25. That is, Defendant paid Plaintiffs only for their regularly schedule hours or paid Plaintiffs only straight time for hours worked beyond the FLSA overtime threshold pursuant to the Battalion Chief Work Back provisions of the CBA. *Id*., ¶43.

On July 5, 2024, Defendant filed its Answer and affirmative defenses to Plaintiffs' Complaint. Dkt. 16. Defendant denied that Plaintiffs were misclassified under the FLSA and that it had failed to properly pay Plaintiffs overtime at one and one-half their regular rate of pay for hours worked beyond 159 hours in a 21-day work period. *Id*., ¶42. Defendant further argued that its actions were made in good faith and that it had reasonable grounds to believe its actions did not violate the FLSA. *Id*.,¶¶3, 7-8. In short, Defendant denied the merits of Plaintiffs' claims in their entirety.

On August 19, 2024, the Court entered an FLSA Scheduling order which, amongst other things, directed the Parties to exchange relevant documents, answer the Court's interrogatories, and hold a settlement conference by October 25, 2024.

Dkt. 27 at 2-3. The Parties complied with the Court's FLSA Scheduling order and, after the Court granted a brief extension of time in which to hold the Settlement Conference, *see* Dkt. 35, 40, met on November 25, 2024 to negotiate a settlement of the instant matter. *See* Dkt. 42. The Parties reached an agreement in principle to settle this matter based on the mutual understanding that the Plaintiffs should be reclassified as FLSA non-exempt and paid a total amount of $344,962.40 in unpaid overtime, liquidated damages, and reasonable attorneys fees in exchange for the dismissal of the instant action. *Id*. The parties negotiated the amount of attorneys fees separately from, and without regard to, the amount of backpay and liquidated damages owed to each Plaintiff. Ex. 2, ¶12. A copy of the Parties mutually agreed damages calculations is attached hereto as **Exhibit 3**.

Following the Parties November 25, 2024, agreement to settle this matter, Plaintiffs' Counsel sent each Plaintiff correspondence informing them of the terms of the settlement. Ex. 2, ¶ 17. The correspondence also provided Plaintiffs with information about how to ask questions about the settlement as well as how to submit any objections to the settlement. *Id.* No Plaintiff contacted Plaintiffs' Counsel to object to the settlement or its terms. *Id.*

This joint motion for approval of the Parties' Settlement Agreement follows.

III. TERMS OF THE PROPOSED SETTLEMENT

Counsel for the Parties have reduced the terms of the proposed Settlement to writing (the "Settlement Agreement"). Ex. 1. Under the Settlement Agreement, the County will reclassify Plaintiffs as FLSA non-exempt and pay a total of $344,962.40 ("Settlement Amount") to resolve the Plaintiffs' FLSA claims. *Id.* at, ¶ 2.1. Specifically, this amount reflects $211,500.92 in backpay, $105,750.46 in liquidated damages, and $27,711.02. in reimbursed attorneys' fees and expenses. *Id.* ¶¶ 2.2 (1), 2.2 (2). The Parties mutually determined the method used to calculate the amounts to be paid to each Plaintiff for backpay and liquidated damages. *Id.* ¶ 2.6 These amounts will be distributed to Plaintiffs in accordance with Exhibit 3. The County will apply all applicable deductions and withholdings to the backpay amounts set forth in Exhibit 3 for each individual Plaintiff. *Id.* ¶ 2.2 (1).

In consideration of Defendant's payment of the Settlement Amount, Plaintiffs have agreed to a limited release, covering only the Fair Labor Standards Act claims set forth in the action relating to overtime pay for time worked prior to August 26, 2023. *Id.* ¶ 3.1. The Plaintiffs also agreed to dismiss all claims asserted in the lawsuit with prejudice upon the Parties' execution of the Settlement Agreement and the Court's Order approving the Settlement Agreement. *Id.* ¶ 4.1.

If the Court enters an Order approving the Settlement Agreement, the County will issue payment of the Settlement Amount within 45 calendar days of the Court's approval of the Settlement Agreement. *Id.* ¶ 2.3.

IV. APPLICABLE FACTORS FOR APPROVING FLSA SETTLEMENTS

"There are only two ways in which back wage claims arising under the FLSA can be settled or compromised by employees." *Lynn's Food Stores, Inc. v. United States*, 679 F.2d 1350, 1352 (11th Cir. 1982). "First, under section 216(c), the Secretary of Labor is authorized to supervise payment to employees of unpaid wages owed to them…. [Second,] When employees bring a private action for back wages under the FLSA, and present to the district court a proposed settlement, the district court may enter a stipulated judgment after scrutinizing the settlement for fairness." *Lynn's Food Stores, Inc.*, 679 F.2d at 1353. That is, the Court must determine that the settlement is "a fair and reasonable resolution of a bona fide dispute." *Id*. at 1355.

Courts in the Eleventh Circuit consider the following six factors to determine whether a settlement agreement is fair and reasonable:

> (1) the existence of fraud or collusion behind the settlement; (2) the complexity, expense, and likely duration of the litigation; (3) the stage of the proceedings and the amount of discovery completed; (4) the probability of Plaintiffs' success on the merits; (5) the range of possible recovery; and (6) the opinions of the class counsel, class representatives, and the substance and amount of opposition to the settlement.

Leverso v. South Trust Bank of Ala., Nat. Assoc., 18 F.3d 1527, 1531 n.6 (11th Cir. 1994); *see also Casali v. S&S Custom Exhaust & Auto. Repair, LLC*, No. 3:23-cv-1034-PDB, 2024 BL 357830 (M.D. Fla. Oct. 8, 2024) (applying the six factors identified in *Leverso* to determine if an FLSA settlement was fair and reasonable);

Sanchez v. Hosp. Universal Servs. Corp., No. 8:24-cv-1089-AEP, 2024 BL 311036, at *2 (M.D. Fla. Sept. 5, 2024) (same); *Anderson v. Vice Towing, Inc.*, No. 6:24-cv-504-RBD-RMN, 2024 BL 305124 (M.D. Fla. Aug. 30, 2024) (same). If the Court determines that the settlement terms are fair, reasonable, and resolve a bona fide dispute, then the Court should approve the settlement in order to promote the policy of encouraging settlement of litigation. *Lynn's Food Stores, Inc., at 1335*.

The Settlement Agreements terms are fair and reasonable and resolve a bona fide dispute. Namely the Parties dispute whether Plaintiffs were properly classified under the FLSA, whether Plaintiffs are entitled to damages for unpaid overtime, and the amount of damages, if any, that Plaintiffs are entitled to based on whether Defendant's actions were in good faith. *See* Dkt. 1, ¶42; Dkt. 16, ¶42, Affirmative Def., ¶¶3, 7-8. The Settlement Agreement represents a compromise between both parties, negotiated at arms length through experienced counsel, that is intended to avoid the costs and burdens of further litigation. *See Bonetti v. Embarq Mgmt. Co.*, 715 F. Supp. 2d 1222, 1226 (M.D. Fla. 2009) ("Broadly construed, a compromise would entail any settlement where the plaintiff receives less than his initial demand."). Here, the Settlement Agreement requires Defendant to reclassify Plaintiffs as FLSA non-exempt and pay Plaintiffs a total of $344,962.40—an amount far below Plaintiffs' initial demand—in exchange for Plaintiffs' dismissal of the instant action. *See* Dkt. 1, Request for Relief, (d)-(f); *see also* Ex. 1 ¶¶ 2.1, 4.1; Ex.

3. As explained in more detail below, an analysis of the six *Leverso* factors cited above demonstrates that the terms of the Settlement Agreement are fair and reasonable and should be approved by the Court.

V. APPLICATION OF THE *LEVERSO* FACTORS TO THE SETTLEMENT AGREEMENT SUPPORTS APPROVAL BY THIS COURT

A. The Settlement Agreement Lacks the Indicia of Fraud or Collusion

Eleventh Circuit courts have found settlements to lack the indicia of fraud or collusion where "each party was independently represented by counsel [and each party's counsel] were obligated to vigorously represent their client's rights." *Helms v. Central Florida Regional Hosp.*, No. 6:05-cv-383-Orl-22JGG, 2006 BL 143418, at *3 (M.D. Fla. Dec. 21, 2006). "Where the parties have negotiated at arm's length, the Court should find that the settlement is not the product of collusion." *Braynen v. Nationstar Mortgage*, 2015 WL 6872519, at *10 (S.D. Fla. Nov. 9, 2015). Here, each party is independently represented by counsel. Moreover, all counsel have experience litigating FLSA claims and each counsel vigorously represented their client's rights during the negotiation process.

Additionally, the Parties reached the Settlement Agreement at issue after engaging in court ordered discovery, exchanging documents and interrogatories, and an arms length settlement conference. *See* Section II, *Supra*. As discussed further below, the Settlement Amount, including the amount of attorneys' fees, are

reasonable and fair in light of the Parties' dispute over the merits of Plaintiffs' claims and the uncertainty of Plaintiffs' recovery should litigation continue. "Compromise is the essence of a settlement. The trial court should not make a proponent of a proposed settlement "justify each term of settlement against a hypothetical or speculative measure of what concessions might have been gained; inherent in compromise is a yielding of absolutes and an abandoning of highest hopes." *Milstein v. Werner*, 57 F.R.D. 515, 524-25 (S.D.N.Y.1972). In performing this balancing task, the trial court is entitled to rely upon the judgment of experienced counsel for the parties. *Flinn v. FMC Corporation*, 528 F.2d 1169 (4th Cir. 1975). Indeed, the trial judge, absent fraud, collusion, or the like, should be hesitant to substitute its own judgment for that of counsel. *Id*. at 1173.

Because the Parties were all represented by competent counsel throughout the course of this litigation, the Settlement Agreement contains no indicia of fraud or collusion. This weighs in favor of finding the Settlement Agreement fair and reasonable.

B. The Complexity, Expense, and Likely Duration of Future Litigation Further Supports that the Settlement Agreement is Fair and Reasonable

The Parties have disputed the merits of Plaintiffs' claims since the onset of this litigation. Plaintiffs allege that, prior to August 26, 2023, Defendant misclassified the Battalion Chief position as FLSA non-exempt. Dkt. 1, ¶42.

Plaintiffs also allege that, during the same time period, Defendant failed to properly pay Battalion Chiefs overtime at one and one-half times their regular rate of pay for all hours worked in excess of 159 hours in a 121-day work period. *Id*.

The Defendant, however, adamantly disputes Plaintiffs' claims. Specifically, Defendant denies that Plaintiffs were misclassified under the FLSA and that it had failed to properly pay Plaintiffs overtime at one and one-half their regular rate of pay for hours worked beyond 159 hours in a 21-day work period. Dkt. 16, ¶42. Defendant further alleges that it has, at all times relevant to the instant action, acted in good faith with respect to its decisions concerning Plaintiffs classification under the FLSA and its calculation of their overtime rate. *Id*., Affirmative Def., ¶¶3, 7-8. Defendant also states that both parties retained experienced counsel while negotiating the CBA that was approved by those experienced counsel, and Defendant complied with that CBA. Put plainly, Defendant disputes not only whether Plaintiffs are entitled to backpay damages and liquidated damages in the first instance, but also the amount of backpay damages and liquidated damages Plaintiffs may recover should a court find Defendant liable under the FLSA.

Thus, should this litigation proceed, the parties will incur substantial litigation expenses in their efforts to resolve these disputed issues, especially resolving the complex analysis of whether Defendant properly classified Plaintiffs under the FLSA. Significantly, the Parties have reached this Settlement Agreement before

engaging in any discovery beyond that required by the Court's FLSA scheduling order. *See* Dkt. 27, Dkt. 42. Should the Court deny the Parties joint motion to approve the Settlement Agreement, the Parties will incur significant litigations expenses when they engage in formal discovery, summary judgement briefing, and preparation for a full trial on the merits—a process likely to take more than a year. Therefore, the potential costs of further litigation far outweigh the Settlement Amount agreed to by the Parties. This factor weighs in favor of finding the Settlement Agreement to be fair and reasonable.

C. The Early Stage of the Litigation and the Limited Discovery Conducted thus far Indicates That This Court's FLSA Scheduling Order Achieved its Goal of Facilitating a Speedy and Inexpensive Resolution of this Matter

The Court's FLSA Scheduling order directed the parties to engage in limited discovery and a settlement conference in order to "meet the particular circumstances of this case, which is based on the [FLSA]" and in the interest of "the just, speedy and inexpensive administration of justice." Dkt. 27 at 1. The Parties have complied with the Court's FLSA Scheduling Order. *See* Dkt. 42. Specifically, the Parties have exchanged documents regarding Plaintiffs' alleged unpaid wages, Plaintiffs' time sheets, and Plaintiffs' payroll records. Plaintiffs have also provided an estimate of their overtime damages in response to the Court's Interrogatories. Dkt. 29. Thus, the Court's Scheduling order facilitated an exchange of information between the Parties that allowed them to make an educated and informed decision at the

settlement conference. Indeed, the Parties relied on the information exchanged thus far in the litigation in determining not only the amount of damages owed to each plaintiff, but the method by which the Parties would calculate damages. See Ex. 2, ¶12. Ex. 3. Since the Court's FLSA Scheduling order achieved its goal of a just, speedy, and inexpensive resolution of this matter, this factor weighs in favor of finding the Settlement Agreement to be fair and reasonable.

D. Plaintiffs' Probability of Success on the Merits is Uncertain

That Plaintiffs' probability of success on the merits in the instant action is uncertain suggests that the Settlement Agreement is fair and reasonable. As described above, the Parties dispute whether: 1) Plaintiffs were properly classified under the FLSA; 2) whether Defendant properly paid Plaintiffs overtime at one and one-half their regular rate for all hours worked beyond 159 hours in a 21-day work period; and 3) whether Defendant acted in good faith and thereby limited its damages liability to 2 years, rather than 3 years. *See* Section V, B., *Supra*. To affect a complete recovery of all Plaintiffs' alleged damages, therefore, Plaintiffs must not only show that they were inappropriately classified as FLSA non-exempt, but also that Defendant failed to properly calculate their overtime rate in bad faith. Given that the Defendant may be able to convince a jury that it acted in good faith with respect to each of the disputed issues above, Plaintiffs success on the merits is not certain. This uncertainty, however, supports the fairness and reasonableness of the

Parties' Settlement Agreement. Quite simply, where the outcome of a litigation is uncertain, the parties are more likely to engage in fair and reasonable negotiations and avoid the risk of a complete loss at trial. That is certainly the case with the Parties' Settlement Agreement.

Plainly, this factor weighs in favor of finding the Settlement Agreement to be fair and reasonable.

E. Plaintiffs' Range of Possible Recovery is Uncertain

"In determining whether a settlement is fair in light of the potential range of recovery, the Court is guided by the important maxim [ ] that the fact that a proposed settlement amounts to only a fraction of the potential recovery does not mean the settlement is unfair or inadequate." *In re Checking Account Overdraft Litig.*, 830 F.Supp.2d at 1350. (internal quotations omitted). It is important to weigh the benefits Settlement Class Members will receive from the settlement against the risks of moving forward and recovering nothing. *Perez v. Asurion Corp.*, 501 F.Supp.2d 1360, 1380-81 (S.D. Fla. 2007). Plaintiffs' recovery could be nothing if Defendant prevails on the issue of the Battalion Chief position's classification under the FLSA—e.g. if the Defendant properly classified the Battalion Chief position as FLSA exempt, Plaintiffs' are not entitled to overtime damages. Alternatively, Plaintiffs could collectively recover over five hundred thousand dollars in backpay and liquidated damages if they prevail on the merits and the Court finds that

Defendant's violation of the FLSA was knowing and willful. Consequently, the range of Plaintiffs' possible recovery is quite large and Plaintiffs run the risk of recovering nothing if this litigation proceeds to trial. As such, this factor weighs in favor of finding that the Settlement Agreement is fair and reasonable.

F. There has Been no Opposition to the Settlement Agreement

In determining whether to approve a proposed settlement, the Court is entitled to rely upon the judgment of the parties' experienced counsel. The trial judge, absent fraud, collusion, or the like, should be hesitant to substitute its own judgment for that of counsel." *In re Domestic Air Trasp*., 148 F.R.D. 297, 312-13 (N.D. Ga. 1993). The Parties evaluated the opinions of their counsel in deciding whether to reach an agreement in principle on November 25, 2024, and whether the terms of the Settlement Agreement were appropriate. Furthermore, "in determining whether a proposed settlement is fair, reasonable and adequate, the reaction of the class is an important factor." *Lipuma v. American Express Co.*, 406 F. Supp. 2d 1324 (S.D. Fla. 2005). "Obviously, a low number of objections suggests that the settlement is reasonable, while a high number of objections would provide a basis for finding the settlement was unreasonable." *Lee v. Ocwen Loan Servs*., 2015 WL 5449813, at *5 (S.D. Fla. Sept. 14, 2015). To date, there has been no opposition to the Settlement Agreement from the Parties and none of the collective action members had any objections to the Settlement Agreement. Therefore, the Court should find that the

Settlement Agreement is a fair and reasonable resolution of the Parties' bona fide FLSA dispute.

G. The Attorneys' Fees Requested are Fair and Reasonable

The Parties negotiated the amount of attorneys' fees Plaintiffs were entitled to recover as part of the Settlement Agreement separately from, and without regard to, the amount of backpay and liquidated damages Plaintiffs would receive for their FLSA claims. *See* Ex. 2, ¶12. In *Bonetti v. Embarq Mgmt. Co.,* this Cout held that:

> In sum, if the parties submit a proposed FLSA settlement that, (1) constitutes a compromise of the plaintiff's claims; (2) makes full and adequate disclosure of the terms of settlement, including the factors and reasons considered in reaching same and justifying the compromise of the plaintiff's claims; and (3) represents that the plaintiff's attorneys' fee was agreed upon separately and without regard to the amount paid to the plaintiff, then, unless the settlement does not appear reasonable on its face or there is reason to believe that the plaintiff's recovery was adversely affected by the amount of fees paid to his attorney, the Court will approve the settlement without separately considering the reasonableness of the fee to be paid to plaintiff's counsel.

715 F. Supp. 2d 1222, 1228 (M.D. Fla. 2009); s*ee also Meza v. Axiom Acquisition Ventures Mgmt.*, LLC, No. 8:24-cv-0983-SPF, 2025 BL 4631, at *2 (M.D. Fla. Jan. 7, 2025) (Citing *Bonetti* for the proposition that "the Court does not need to consider the reasonableness of the attorneys' fees and costs" since the parties "clarif[ied] that attorneys' fees and costs were negotiated separately and without regard for Plaintiff's recovery.").

Here, the Parties have met all the requirements of *Bonetti*. The Parties Settlement Agreement represents a compromise of Plaintiffs' FLSA claims. *See* Section IV, *Supra*. The Parties have made a full disclosure of the terms of the Settlement Agreement, *See* Ex. 1, and provided the Court with their reasoning and justification for the same. *See* Section V. A-F, *Supra*; *see also* Ex. 3. The Parties have also represented that Plaintiffs' attorneys fees were negotiated separately from, and without regard to, the amount paid to Plaintiffs. Ex. 2, ¶12.

Therefore, the Court should find that the agreed upon attorneys' fees are fair and reasonable.

VI. CONCLUSION

For all of the above reasons, the Parties believe this proposed settlement will successfully provide appropriate overtime compensation for Plaintiffs and adequately resolve their claims as asserted in the above-captioned case. Accordingly, the Parties respectfully submit that the proposed settlement is fair and reasonable and should be approved by the Court.

Respectfully submitted,

s/ Lauren McDermott
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Dated: 01/24/25

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 24th day of January 2025, I electronically filed the foregoing with the Clerk of Court by using the CM/ECF system which will send a true and correct copy of the foregoing through a notice of electronic filing to all counsel of record.

/s/*Lauren P. McDermott*
Lauren P. McDermott

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION

ROBERT BALINT, BRANDON BOWLING, BRIAN CARROLL, JOHN CRICHTON, ANDREAS DELAY, BRETT FORD, ERIK JARVIS, DOMINIC LYNN, MATTHEW MCNAB, PAUL MCCORKELL, JOHN MURPHY, ADAM SEITHEL, BRIAN SHEETS, JOHN TAYLOR, individually and on behalf of themselves and all others similarly situated,

Plaintiffs,

v.

OSCEOLA COUNTY,

Defendant.
_____/

Case No. 6:24-cv-00938-JSS-EJK

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is made and entered into by and among all the Parties in the above-captioned case, namely Plaintiffs, each of whom are identified on Exhibit A attached hereto, and who have consented to be Party-Plaintiffs in the above-captioned case, and the Defendant, the County of Osceola, Florida (the "County" or "Defendant"), and is based on the following:

I. RECITALS

1.1 Plaintiffs are fourteen (14) individuals employed, or formerly employed, by the County as Battalion Chiefs. On May 20, 2024, Plaintiffs filed a complaint in

the U.S. District Court for the Middle District of Florida seeking unpaid overtime pay pursuant to the Fair Labor Standards Act ("FLSA").

1.2 In the above-captioned case, Plaintiffs alleged that the County erroneously classified them as exempt from the FLSA, and therefore failed to properly pay them overtime compensation pursuant to the FLSA. As a result, the Plaintiffs alleged they were entitled to backpay, liquidated damages, a three-year statute of limitations, and attorneys' fees and costs. The County denied Plaintiffs' allegations, alleged that Plaintiffs were properly classified pursuant to the FLSA, and that Plaintiffs were not entitled to any form of relief whatsoever.

1.3 The Parties ultimately reached an agreement in principle to resolve the case on November 25, 2024.

1.4 The Parties have agreed to resolve the matters in dispute between and among them pursuant to the terms of this Agreement. Specifically, the Parties and their counsel have considered that the interests of all concerned are best served by compromise, settlement, and dismissal of the Plaintiffs' FLSA claims. The Parties have concluded that the terms of this Agreement are fair, reasonable, adequate, and in the Parties' mutual best interests.

1.5 The Parties, through their counsel, by separate motion, will seek judicial approval of this Settlement Agreement. In the event the proposed settlement contained in this Agreement is not finally approved by the Court, this Agreement will

no longer have any effect and the Parties will revert to their respective positions as of the date and time immediately prior to the execution of this Agreement.

II. PAYMENT AND DISTRIBUTION

2.1 In consideration for the terms, conditions, and promises in this Agreement, the County, in accordance with paragraph 2.2, shall pay or cause to be paid to Plaintiffs a total of $344,962.40 ("the Settlement Amount"), and will convert the Battalion Chief classification status to non-exempt, with all of the benefits and rights that accrue as a result of that classification, effective August 26, 2021.

2.2 The Settlement Amount will be divided and distributed to Plaintiffs as follows: (1) a set of payroll checks and/or stubs for direct deposit payments, regular payroll checks for active (employed) Plaintiffs, and separate payroll checks for inactive (no longer employed) Plaintiffs, made Payable to each Plaintiff in accordance with Exhibit A to this Agreement and totaling a pre-tax amount of $211,500.92 (the "Backpay Amount"), less all applicable deductions and withholdings for each individual Plaintiff. Plaintiffs will notify the County if they wish to defer any additional amounts to applicable benefit plans prior to distribution. With respect to all Plaintiffs who are no longer employed by the County as of the effective date of this Agreement, the Defendant shall utilize the last known withholding amount for each

former employee. The County will use its best efforts to coordinate with the Florida Retirement System to ensure that each Plaintiff's individual Backpay Amount is pensionable.; and

(2) one check in the total amount of $133,461.48, representing $105,750.46 in liquidated damages and $27,711.02. in reimbursed attorneys' fees and expenses (the "Lump Sum Amount"), payable to Plaintiffs' Counsel Mooney, Green, Saindon, Murphy & Welch, P.C. for distribution to the Plaintiffs. Plaintiffs' counsel shall provide the County with a W-9 within three (3) days after the Parties have executed this Agreement. In accordance with Paragraph 2.4 below and pursuant to the individual retainer agreements signed by all Plaintiffs, Plaintiffs' counsel will deduct their litigation expenses and contingency attorney fee equal to twenty-five percent (25%) of the Settlement Amount prior to distributing to all Plaintiffs their liquidated damages share of the Lump Sum Amount. These amounts are agreed to among the Parties to compromise, settle, and satisfy the Released Claims described in paragraph 3.1 below, liquidated damages related to the Released Claims, and all attorneys' fees and expenses related to the Released Claims.

2.3 The County shall issue payment of the Settlement Amount within forty-five (45) calendar days after the date that the Court enters an Order

approving this Agreement. After this 45- day period, interest shall accrue on any unpaid Settlement Amount at the rate set forth in 28 U.S.C. § 1961.

2.4 Plaintiffs have entered into individual agreements with Plaintiffs' Counsel. These agreements provide for a contingency attorney fee amount equal to twenty-five percent (25%) of the Settlement Amount calculated after attorneys' fees and costs are deducted from the Settlement Amount. Plaintiffs and their counsel are solely responsible for determining the contingency attorney fee applicable to this Agreement. Plaintiffs' counsel shall deduct their contingency attorney fee from the Lump Sum Amount in accordance with Plaintiffs' individual agreements with Plaintiffs' Counsel.

2.5 Defendant will forward the Lump Sum Amount payable to Mooney, Green, Saindon, Murphy and Welch, P.C., who will be responsible for distributing to each Plaintiff listed in Exhibit A his/her respective share of the Lump Sum Amount.

2.6 The Parties mutually determined the method used to calculate the amounts to be paid to each Plaintiff for the Back Pay Amount and his/her share of the Lump Sum Amount.

2.7 Plaintiffs and their counsel, Mooney, Green, Saindon, Murphy & Welch, P.C., will defend, release, and hold the County harmless from any and all claims or causes of action arising from the allocation and distribution of the Settlement Amount.

2.8 The County shall reflect the Individual Back Pay Amounts on each Plaintiff's W-2 form as set forth in Exhibit A to this Agreement, less applicable deductions. Plaintiffs' counsel will be responsible for distributing 1099-MISC forms to the Plaintiff for their share of the Lump Sum Amount.

III. RELEASE AND WAIVER OF CLAIMS

3.1 Plaintiffs hereby release, acquit, and forever discharge the Defendant from all Fair Labor Standards Act claims set forth in the above-referenced action relating to overtime pay for time worked in the Battalion Chief position through August 26, 2023 ("Released Claims"). Plaintiffs agree and acknowledge that, with respect to such claims, Plaintiffs are waiving not only their right to recover money or other relief in any action that they might institute but also that they are waiving their right to recover money or other relief in any action that might be brought for such claims on their behalf by any other person or entity including, but not limited to, the state of Florida, the United States Department of Labor ("DOL"), or any other (U.S. or foreign) federal, state, or local agency or department.

3.2 All Plaintiffs shall be deemed to and shall have waived, released, discharged, and dismissed all Released Claims as set forth in Paragraph 3.1, with full knowledge of any and all rights they may have, and they hereby assume the risk of any mistake in fact in connection with the true facts involved or with regard to any facts which are now unknown to them.

3.3 All Plaintiffs understand and agree that, to the fullest extent permitted by law, they are precluded from filing or pursuing any legal claim or action of any kind against any entity at any time in the future, or with any federal, state or municipal court, tribunal or other authority arising out of the Released Claims.

3.4 All Plaintiffs agree that they are entering this Agreement knowingly, voluntarily, and with full knowledge of its significance. Each Plaintiff affirms that he/she has not been coerced, threatened, or intimidated into agreeing to the terms of this Agreement, and he/she has been advised to and has had the opportunity to consult with an attorney with respect to the terms of this Agreement.

IV. DISMISSAL OF CLAIMS

4.1 Plaintiffs agree to dismissal of all claims asserted in the Lawsuit against the County with prejudice as specified in paragraph 3.1, upon the Parties' execution of the Settlement Agreement and the Court's Order approving the Settlement Agreement.

V. NO ADMISSION OF LIABILITY

5.1 The County does not admit any allegations made against it in the above-captioned lawsuit. Nothing contained in this Agreement, including the promise by the County to reclassify the Plaintiffs as FLSA non-exempt with all the rights and benefits that apply with that classification, shall be deemed an admission of liability or of any violation of any applicable law, rule, regulation, order, or contract of any kind. The County acknowledges that retaliation is prohibited under the FLSA.

VI. CONTINUED JURISDICTION

6.1 The U.S. District Court for the Middle District of Florida shall have continuing jurisdiction to construe, interpret and enforce the provisions of this Agreement, and to hear and adjudicate any dispute or litigation arising under this Agreement.

VII. PARTIES' AUTHORITY

7.1 The signatories hereby represent that they are fully authorized to enter into this Agreement and to bind the parties hereto to the terms and conditions hereof. The Parties acknowledge that the Court may schedule a settlement approval conference in this matter, and that to object to the settlement, a Plaintiff must either appear in person at the settlement approval conference, or by telephone if the Court conducts a telephonic settlement conference, to voice their objection. A Plaintiff who does not object to the Settlement Agreement does not have to attend the settlement approval conference or take any action to approve the settlement and/or otherwise indicate his/her agreement to the terms of the settlement.

7.2 All of the Parties acknowledge that they have been represented by competent, experienced counsel throughout all negotiations which preceded the execution of this Agreement, and this Agreement is made with the consent and advice of counsel who have jointly prepared this Agreement.

7.3 Any signature made and transmitted by facsimile, email, or verified electronic signature program such as DocuSign for the purpose of executing this Agreement shall be deemed an original signature for purposes of this Agreement.

VIII. MUTUAL FULL COOPERATION

8.1 The Parties agree to use their best efforts and to fully cooperate with each other to accomplish the terms of this Agreement, including but not limited to, execution of such documents and to take such other action as may reasonably be necessary to implement and effectuate the terms of this Agreement.

IX. MODIFICATION

9.1 This Agreement and its attachment may not be changed, altered, or modified, except in writing and signed by the Parties hereto, and approved by the Court.

X. ENTIRE AGREEMENT

10.1 This Agreement and its attachments constitute the entire agreement between the Parties concerning the subject matter hereof. No extrinsic oral or written representations or terms shall modify, vary or contradict the terms of this Agreement. In the event of any conflict between this Agreement and any other settlement-related document, the parties intend that this Agreement shall be controlling.

XI. CHOICE OF LAW/JURISDICTION

11.1 This Agreement shall be subject to, governed by, construed, enforced, and administered in accordance with the laws of the state of Florida, both in its procedural and substantive aspects, and shall be subject to the continuing jurisdiction of the United States District Court for the Middle District of Florida. This Agreement shall be construed as a whole according to its fair meaning and intent, and not strictly for or against any Party, regardless of who drafted or who was

principally responsible for drafting this Agreement or any specific term or condition thereof.

XII. VOIDING THE AGREEMENT

12.1 In the event this Agreement does not obtain judicial approval for any reason, this Agreement shall be null and void in its entirety, unless expressly agreed in writing by all Parties.

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement as of the date indicated below:

MOONEY, GREEN, SAINDON, MURPHY & WELCH, P.C.

_____

Lauren P. McDermott
(admitted *pro hac vice*)
Mark A. Linscott
(admitted *pro hac vice*)
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_____

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_____

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Telephone: (407) 422-1400
Attorney for Plaintiff

Dated:

UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF FLORIDA
(ORLANDO DIVISION)

ROBERT BALINT, *et al.*,	)	
	)	**C.A. No. 6:24-cv-00938-JSS-EJK**
Plaintiffs,	)	
v.	)	
	)	
OSCEOLA COUNTY, FL,	)	
	)	
Defendant.	)	

DECLARATION OF LAUREN P. MCDERMOTT

I, Lauren P. McDermott, do hereby affirm, under penalty of perjury, that the following representations contained in this Declaration are true and correct to the best of my personal knowledge:

1. I am a partner with the law firm of Mooney, Green, Saindon, Murphy & Welch, P.C. ("Mooney Green"). I have been an attorney with Mooney Green since November 2011, and became a partner in 2018. I serve as Plaintiffs' Counsel in the above-referenced case, in conjunction with Florida Counsel Richard Siwica of Egan, Lev &Siwica, P.A.. I submit this Declaration in support of the Parties' Joint Motion for Settlement Approval.

2. I have approximately 13 years of civil litigation experience. I am a 2011 graduate of Catholic University Columbus School of Law. I am a member in good standing of the bars of New Jersey (2011), New York (2012), and the District of Columbia (2012). I am also a member of the Second Circuit, Fourth Circuit, and D.C Circuit Courts of Appeals.

3. I lead Mooney Green's Fair Labor Standards Act ("FLSA") practice. Mooney Green serves as the General Counsel to the International Association of Fire Fighters ("IAFF").

As such, Mooney Green and its attorneys regularly represent fire fighters in wage and hour litigation.

4. I am serving as lead counsel, co-lead counsel, or co-counsel in numerous multi-plaintiff FLSA actions. *See e.g.*, *Sullivan et. al., v. Sarasota County*, 8:22-cv-0165-SPF (M.D. Fla.)(FLSA misclassification action on behalf of Battalion Chiefs); *Benitez et.al. v. City of Orlando*, 6:23-cv-01553-CEM (M.D. Fla.)(misclassification action on behalf of District Chiefs); *Bentley et. al. v. Cobb County*, 1:23-cv-01827-TWT (N.D. Ga.)(misclassification lawsuit on behalf of Battalion Chiefs); *Adinolfi et. al, v. City of Milford*, 3:23-cv-00766-KAD (D. Conn.) (FLSA action on behalf of fire fighters); *Keeley Abram et. al., v. City of Los Angeles*, 2:23-cv-095675-WLH-JPR (C.D. Ca.)(FLSA action on behalf of fire fighters); *Nicholas Acedo et. al., v. City of Los Angeles*, 2:23-cv-04482-SB-E (C.D. Ca.)(FLSA action on behalf of fire fighters).

5. Plaintiffs entered into a private fee arrangement to pay a contingent fee of 25% in this case. However, the Plaintiffs will pay a reduced contingent fee here given the statutory fees to be paid by Defendant pursuant to the Settlement Agreement. The contingency fee, after the expenses are reimbursed, will be equal to approximately 17% of the Settlement.

6. Pursuant to the Settlement Agreement, the City has agreed to pay $27,711.02 in attorneys' fees and costs to fully and finally resolve this case.

7. All of the time and expenses expended in this matter have been, in fact, necessarily and reasonably expended on behalf of Plaintiffs in this case. Plaintiffs' Counsel has incurred over $2,000 in out-of-pocket expenses.

8. Mooney Green has a total of 21 attorneys and, for that reason, must carefully monitor the amount of time required by existing cases in determining whether to accept or pursue other matters. In addition, this case had the potential to continue to require substantial time and

effort, particularly if the Parties were to engage in written discovery, depositions, motions for summary judgment and trial. This was a factor considered by our firm in deciding what fee-generating cases and other matters it could, and could not, pursue during this time frame.

9. In my role as lead counsel, I engaged in correspondence with plaintiffs, opposing counsel and the court, developing case strategy, participating in and overseeing the initial exchange of documents, and negotiating a settlement to resolve this matter.

10. During the past eight months negotiating the settlement of this case, and filing suit on Plaintiffs behalf, Plaintiffs' Counsel have not been paid for any of the work that they have performed. This uncompensated work has been substantial and includes, but is not limited to (1) interviewing Plaintiffs; (2) preparing and filing the Compliant; (3) reviewing documents produced; (4) preparing and exchanging settlement offers and counter-offers, in writing and verbally; (5) analyzing payroll and timekeeping data to prepare damages calculations; (6) engaging and overseeing communications to and with Plaintiffs about the status of the case and settlement discussions; (8) Travel to and from Florida to attend hearings and negotiate the settlement agreement; and (9) preparing and drafting settlement papers including the settlement agreement and the motion and memorandum in support of settlement approval.

11. Plaintiffs submitted a settlement demand to Defendant prior to the Parties November 25, 2024 Settlement Conference which included a calculation of each Plaintiffs' damages.

12. On November 25, 2024, the Parties engaged in a productive settlement conference. The Parties determined a mutually acceptable method for calculating Plaintiffs Damages and exchanged several offers and counter-offers. The Parties negotiated the amount of Plaintiffs'

attorneys' fees separately from, and without regard to, the amount of backpay and liquidated damages owed to each Plaintiff.

13. On November 25, 2024, the Parties reached an agreement in principle and agreed that 1) Plaintiffs' should be classified as FLSA non-exempt; 2) Plaintiffs' total damages amount to $211,500.92; 3) Defendant would pay liquidated damages in the amount of $105,750.46; 4) Defendant would pay attorneys' fees and costs in the amount of $27,711.02; and 5) a total settlement amount of $344,962.40.

14. At the time of settlement, the Parties had exchanged initial targeted documents to permit them to engage in meaningful settlement negotiations and to avoid unnecessary litigation expense. Specifically, Defendant produced Plaintiffs' payroll and timekeeping data, and Plaintiffs produced and prepared damages calculations.

15. There was no opportunity and no possibility for fraud or collusion, and the Parties agree that the Settlement Agreement was not the product of undue influence, duress, overreaching, collusion or intimidation.

16. Prior to reaching an agreement in principle, Plaintiffs' counsel spoke with Plaintiffs representatives who were authorized to settle this matter on behalf of their fellow Plaintiffs. Plaintiffs representatives approved the agreement in principle.

17. Thereafter, Plaintiffs' Counsel sent Plaintiffs correspondence informing them of the terms of the Settlement Agreement. This correspondence also provided Plaintiffs with information about questions or submitting objections to the settlement. To date, no Plaintiff has contacted Plaintiffs' counsel to object to the settlement.

18. The Parties' negotiations were principled, with each side basing their offers and counter-offers on the evidence in the record, Plaintiffs' estimates of the backpay and damages owed on their claims under the FLSA, and the Parties' own assessments of their litigation risks.

19. The Settlement Amount will be distributed to Plaintiffs based on their actual damages as calculated by Plaintiffs' Counsel and an additional amount as liquidated damages. Two thirds of the monies will be allocated as backpay and one third will be allocated as liquidated damages.

I declare under penalty of perjury, pursuant to 28 U.S.C. § 1746, that the foregoing is true and correct.

Dated: January 24, 2025

/s/ Lauren P. McDermott
Lauren P. McDermott

Plaintiff	**2 Years Only (no liquids)**
Robert Balint	$10,838.58
Brandon Bowling	$24,381.25
Brian Carroll	$6,838.27
John Crichton	$18,308.25
Andreas Deley	$10,193.15
Brett Ford	$10,626.61
Erik Jarvis	$13,012.87
Dominic Lynn	$9,766.74
Matthew Macnab	$27,060.32
Paul McCorkell	$20,725.31
Cristina Orlando	$29,541.33
Adam Seithel	$13,025.24
Brian Sheets	$11,967.64
John Taylor	$5,215.36
	$211,500.92