

- c. The proposal treats class members equitable relative to each other;
- d. The settlement proposal was negotiated at arm's length;
- e. The relief provided for the class is adequate. It sufficiently accounts for the costs, risks, and delay of trial and appeal. It also accounts for the effectiveness of the proposed method for distributing relief and processing class-member claims;
- f. The payment of attorneys' fees is made on acceptable terms.

3) The Court finds that the notice provided to the Rule 23 class members and Opt-In Plaintiffs was the best notice practicable and fully satisfied the requirements of the Federal Rules of Civil Procedure, due process, and any other applicable laws being given in accordance with the Preliminary Approval Order (Doc. 179).

4) The Court hereby declares that the Settlement Agreement and Release of Claims, attached as Exhibit 1 to the Motion, is binding on Ameriflight, LLC (Defendant), Kathleen Fredericks (Class Representative), the Opt-In Plaintiffs, and all members of the Rule 23 class, which consists of 17 individuals who meet the following definition: "pilots with a Beechcraft 99 repayment agreement who left employment with Ameriflight before the term of the repayment agreement was complete." The Rule 23 class only includes pilots who completed training and were under the Beechcraft 99 training repayment agreement between January 30, 2019, and February 28, 2025. Pilots who signed repayment agreements for aircraft other than the Beechcraft 99 are not included in the class.

5) Judgment is to be entered pursuant to Federal Rule of Civil Procedure 54(b) and 29 U.S.C. § 216(b) *et seq.*, and the Court hereby **DISMISSES WITH PREJUDICE** all claims released as part of this settlement, specifically:

- a. As to the Opt-In Plaintiffs, all known and unknown claims for an unlawful kickback and/or failure to pay wages free and clear under the Fair Labor Standards Act, and any other claims that were asserted or that could have been asserted under state or federal wage and hour laws based on the facts alleged in the operative complaint;
- b. As to the Rule 23 class, the unenforceable penalty claim that was asserted or could have been asserted based on the facts alleged in the operative complaint;
- c. As to Kathleen Fredericks, all known and unknown claims.

6) The Court **ORDERS** the settlement administrator to establish a qualified settlement fund and further orders Ameriflight to make payments to the fund according to the schedule set forth in the Settlement Agreement, namely:

- a. Payment of \$125,000, no later than 35 days after the entry of this order;
- b. Monthly installment payments of \$25,000 each, for twelve months, the first payment of which shall be made no later than 30 days after the initial \$125,000 deposit.

7) The Court **APPROVES** the proposed allocation of the settlement funds as set forth in in the Settlement Agreement and the Motion.

8) The Court **ORDERS** the settlement administrator to make payments to the applicable Opt-In Plaintiffs, representing full reimbursement of post-employment training payments, an amount totaling \$94,596, within 7 days of receipt of the \$125,000 deposit.

9) The Court notes although there is no formal ceiling on the service awards in the Fifth Circuit, a service award of 2.5% is higher than the usual 1% awarded out of the common fund.¹ But the Court recognizes the unique nature of service awards in an employment action.² And the Court notes that there is only one named plaintiff in this action, Kathleen Fredericks, who has had extensive involvement in this case. Lastly, the Court finds there is a total value of the settlement is closer approximately \$843,578 when considering the debt relief and finds the 2.5% calculation from the common fund is not the full extent of the settlement value. Accordingly, the Court **APPROVES** the service award to Kathleen Fredericks, in the amount of \$10,000, and **ORDERS** the settlement administrator to distribute this amount to Kathleen Fredericks within 7 days after receipt of the \$125,000 deposit.

10) The Court **ORDERS** the settlement administrator to make payments to all Opt-In Plaintiffs, representing minimum wage damages, an amount totaling \$103,246, within 7 days after receipt of the third installment payment.

¹ *Lee v. Metrocare Servs.*, No. 3:13-cv-2349-O, 2015 WL 13729679, at*8 (N.D. Tex. July 1, 2015) (O'Connor, J.).

² *See, e.g., Furman v. At Home Stores LLC*, No. 1:16-CV-08190, 2017 WL 1730995, at *2 (N.D. Ill. May 1, 2017).

11) The Court **APPROVES** the expenditure of \$10,000 from the qualified settlement fund to pay the settlement administrator for its services and orders the settlement administrator to pay itself after receipt of the fourth installment payment.

12) The Court **GRANTS** Class Counsel's requests for litigation costs incurred in the amount of \$37,158 and **ORDERS** the settlement administrator to distribute this amount to Class Counsel after receipt of the fifth installment payment.

13) The Court has heard argument on the reasonableness of the attorneys' fees requested, reviewed the proof of the hours reasonably expended on this litigation via counsel's declarations, compared the result reached under the lodestar method with the percentage method, and considered the *Johnson* factors.³ The Court also notes no class member or Opt-In Plaintiff has objected to the award. So, the Court finds that Class Counsel's request for attorneys' fees in the amount of \$170,000 to be fair and reasonable after consideration and hereby **GRANTS** Class Counsel's request for attorneys' fees in that amount.

14) The Court **ORDERS** the settlement administrator to distribute the fees to Class Counsel after receipt of each of the remaining seven installment payments.

15) Without affecting the finality of this Final Settlement Approval Order and Judgment in any way, this Court retains continuing jurisdiction to implement the Settlement Agreement and to construe, enforce, and administer the Settlement Agreement and this settlement. Class Counsel will continue in their role to oversee all aspects of the Settlement Agreement and settlement.

³ *Johnson v. Ga. Highway Exp., Inc.*, 488 F.2d 714, 718 (5th Cir. 1974).

16) Upon entry of this Order, all Settling Parties shall be bound by the Settlement Agreement and this Final Approval Order and Judgment.

IT IS SO ORDERED this 18th day of May, 2026

A handwritten signature in black ink, appearing to read "Brantley Starr", written over a horizontal line.

BRANTLEY STARR
UNITED STATES DISTRICT JUDGE