

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF LOUISIANA**

**TAMMY KIDWELL, on behalf of herself and  
all others similarly situated,**

**CIVIL ACTION**

**VERSUS**

**NO. 18-2050 c/w 19-11419**

**RUBY IV, LLC, *et al.***

**SECTION M (5)**

**ORDER APPROVING SETTLEMENT**

Currently before the Court is a joint motion (R. Doc. 556) brought by named plaintiffs, Tammy Kidwell, Candas Green, Christie Bonamour, and Shannon Showalter and all opt-in plaintiffs who they represent (collectively “Plaintiffs”), and Defendants Nadia Esmail, Mohammad “Mike” Esmail, Ruby Enterprises, LLC, Ruby Management, Inc., Ruba, LLC, Ruba Development Manager, LLC, Ruba II, LLC, Ruba, III, LLC, Ruby IV, LLC, Ruby V, LLC, Ruby VI, LLC, Ruby VII, LLC, Ruby VIII, LLC, Ruby I.X., LLC, Ruby X, LLC, Ruby XI, LLC, Ruby XII, LLC, Ruby XIV, LLC, and Ruby XV, LLC, (collectively, the “Ruby Defendants”), seeking Court approval of their pending settlement of the plaintiffs’ FLSA cases in the consolidated actions of *Kidwell v. Ruby IV, LLC et al.*, no. 18-cv-2052, and *Green et al. v. Ruby Enterprises, LLC*, no. 19-cv-11419.

The Court hereby finds that, for the reasons set forth in the parties’ memorandum, there is a *bona fide* dispute regarding the hours worked and wages owed pursuant to the FLSA, as well as the applicability of defendants’ asserted FLSA defenses. Moreover, the proposed payment of \$1.05 million to members of the collective, with separate payment of attorneys’ fees, costs, and

expenses, is a fair and reasonable compromise of those claims in light of the factors set forth in *Reed v. General Motors Corp.*, 703 F.2d 170, 172 (5th Cir. 1983).

The motion is therefore GRANTED. The Court hereby (1) approves the proposed settlement as fair, adequate, and reasonable; (2) approves the payment of service awards to plaintiffs Kidwell, Green, Bonamour, and Showalter; (3) incorporates the terms of the Settlement Agreement herein by reference, *in globo* and *in extenso*, as if set forth fully herein; and (4) finds that plaintiffs are the prevailing party and are authorized to file a separate motion for attorneys' fees, costs, and expenses.

New Orleans, Louisiana, this 15th day of March, 2021.



BARRY W. ASHE

UNITED STATES DISTRICT JUDGE

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF LOUISIANA

TAMMY KIDWELL, on behalf of herself and  
all others similarly situated,

Plaintiff,

v.

RUBY IV, LLC, *et al.*

Defendants

§  
§ No. 18-cv-2052 c/w 19-11419  
§  
§ Applies to all cases  
§  
§  
§ Section M (5)  
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§  
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**NOTICE OF SETTLEMENT AS TO PLAINTIFFS’ MOTION FOR  
ATTORNEY’S FEES, COSTS, AND EXPENSES**

Named plaintiffs Tammy Kidwell, Candace Green, Christie Bonamour, and Shannon Showalter, on behalf of themselves and all other opt-in plaintiffs (collectively “plaintiffs”) respectfully file this Notice of Settlement regarding plaintiffs’ motion for attorneys’ fees, costs, and expenses.

On or about May 21, 2021, the parties executed a Settlement Agreement regarding plaintiffs’ motion for attorneys’ fees, costs, and expenses in the amount of \$648,830.21. (Exhibit A at ¶ 2). The Settlement Agreement provides a payment plan for defendants to pay the \$648,830.21, with the last payment due on or before December 1, 2021. (*Id.* at ¶ 3(i) –(vi)). Finally, the Settlement Agreement provides that “[t]he parties agree to file this Settlement Agreement with the Court” and that “[t]he Court shall retain jurisdiction over this case to enforce the terms of the Settlement Agreement and the case will not be dismissed until all payments described herein have been made.” (*Id.* at ¶ 14).

On May 5, 2021, the Court issued an Order specifically “retains[ing] jurisdiction for all purposes, including enforcing the settlement agreements entered into by the parties.” (Doc. # 592).

Plaintiffs therefore file the Settlement Agreement with the Court pursuant to Paragraph 14 of the parties' Agreement so that the document is in the record in the event that one of the parties must seek relief from the Court to enforce the terms of the Settlement Agreement.

Dated: May 25, 2021

Respectfully Submitted:

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