

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF KANSAS

Mike Oakleaf, et al. v. Southwest Janitorial Service LLC

Oakleaf · No. No. 24-2493-KHV · Decided April 7, 2026

SUMMARY

The United States District Court for the District of Kansas overruled as premature Mike Oakleaf’s unopposed motion to approve an FLSA settlement. The court held that a named plaintiff cannot settle claims on behalf of putative collective members before conditional certification, notice, and an opportunity for those members to opt in.

CASE DETAILS

|                       |                                                                                                                                                                                                                 |
|-----------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| COURT                 | United States District Court for the District of Kansas                                                                                                                                                         |
| WRITING FOR THE COURT | Kathryn H. Vratil                                                                                                                                                                                               |
| JURISDICTION          | United States District Court for the District of Kansas                                                                                                                                                         |
| DECIDED               | April 7, 2026                                                                                                                                                                                                   |
| DOCKET                | No. 24-2493-KHV                                                                                                                                                                                                 |
| DISPOSITION           | other                                                                                                                                                                                                           |
| PROCEDURAL POSTURE    | Plaintiff moved for approval of an unopposed settlement in an FLSA collective action before seeking conditional certification of the proposed collective. The district court overruled the motion as premature. |
| PRECEDENTIAL VALUE    | Unpublished district court memorandum and order; precedential status is unknown.                                                                                                                                |

TOPICS

- flsa
- wage and hour
- class actions
- employment law
- civil procedure

PRACTICE AREAS

- employment law
- wage and hour
- civil procedure
- remedies

QUESTIONS PRESENTED

- Whether the court may approve an FLSA settlement purporting to resolve claims of putative collective members before conditional certification, notice, and opt-in consent.

2. What procedural steps parties should follow when attempting to settle an FLSA collective action before conditional certification.

## **HOLDINGS**

1. A named plaintiff cannot settle claims on behalf of putative FLSA collective members who have not received notice of the action and opted in by giving written consent.
2. When parties seek to settle an FLSA collective action before conditional certification, they should ask the court to conditionally certify the proposed collective, preliminarily approve the settlement, and approve notice to putative collective members before the opt-in period and final approval process.

## **FACTUAL BACKGROUND**

Southwest Janitorial provides cleaning services for commercial businesses and government entities. From March to April 2024, Mike Oakleaf performed cleaning services for Southwest Janitorial, which classified him and similar workers as independent contractors and paid them a salary without overtime compensation. Oakleaf sued under the FLSA, and the parties later proposed a \$250,000 settlement fund for potential opt-in plaintiffs, settlement administration, a service award, and attorney fees and litigation expenses.

## **PROCEDURAL HISTORY**

Mike Oakleaf filed an FLSA action on October 31, 2024, alleging that Southwest Janitorial misclassified him and similarly situated workers as independent contractors and failed to pay overtime. The parties reached a proposed settlement providing for a \$250,000 settlement fund and sought approval of the settlement and certification of an FLSA collective. Because putative collective members had not received notice or opted in, the court overruled the motion as premature.

## **DISPOSITION**

other

## **CASES CITED**

- Genesis Healthcare Corp. v. Symczyk, 569 U.S. 66, 69 (2013)
- Elston v. Horizon Glob. Ams., Inc., No. CV 19-2070-KHV, 2020 WL 6318660, at \*3 (D. Kan. Oct. 28, 2020)
- Christeson v. Amazon.com.ksdc, LLC, No. 18-2043-KHV, 2019 WL 354956, at \*3-\*4 (D. Kan. Jan. 29, 2019)
- Vasquez v. Recover-Care Shawnee, LLC, No. 24-2183-HLT, 2025 WL 1744781, at \*3 (D. Kan. Feb. 13, 2025)

## **OPINION**

Oakleaf

PER CURIAM.

IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF KANSAS

MIKE OAKLEAF, et al., ) ) Plaintiffs, ) CIVIL ACTION v. ) ) No. 24-2493-KHV

SOUTHWEST JANITORIAL SERVICE LLC, )

) Defendant. ) \_\_\_\_\_)

MEMORANDUM AND ORDER

Mike Oakleaf, individually and on behalf of others similarly situated, filed suit against Southwest Janitorial Service LLC. Plaintiff sues under the Fair Labor Standards Act (“FLSA”), 29 U.S.C. § 201 et seq. This matter is before the Court on Plaintiff’s Unopposed Motion To Approve Settlement Agreement (Doc. #27) filed November 21, 2025. For reasons stated below, the Court overrules plaintiff’s motion as premature. Factual Background Southwest Janitorial provides cleaning services for commercial businesses and government entities. From March to April of 2024, Mike Oakleaf provided cleaning services for Southwest Janitorial. Southwest Janitorial classified plaintiff and other similar workers as independent contractors and paid them a salary without overtime compensation. On October 31, 2024, plaintiff filed suit against Southwest Janitorial, alleging that it misclassified him and similarly situated workers as independent contractors and failed to pay them overtime as required by the FLSA. Plaintiff and defendants have reached a settlement. Under the agreement, defendants will pay \$250,000 into a settlement fund that will (1) make payments to potential collective members who choose to opt in; (2) pay the independent settlement administrator the cost of notice and settlement administration; (3) pay a service award to Mr. Oakleaf; and (4) reimburse plaintiffs’ counsel’s attorney fees and litigation expenses. The parties consent to certification under the FLSA and notice of this action and the settlement to a collective of “[a]ll persons working for Southwest Janitorial Service LLC and classified as independent contractors, at any point from October 30, 2021, through November 20, 2025.” Plaintiff’s Unopposed Motion To Approve Settlement Agreement (Doc. #27) at 37. Analysis Under the FLSA, on behalf of himself and other “similarly situated” employees, plaintiff can bring a collective action against his employer for unpaid wages or unpaid overtime. *Genesis Healthcare Corp. v. Symczyk*, 569 U.S. 66, 69 (2013) (quoting 29 U.S.C. § 216(b)). Here, plaintiff seeks approval of a settlement agreement which purports to settle claims of potential collective members before plaintiff has sought conditional certification of a collective. An FLSA lawsuit does not become a collective action unless after notice, other plaintiffs opt in by giving written consent. *Elston v. Horizon Glob. Ams., Inc.*, No. CV 19-2070-KHV, 2020 WL 6318660, at \*3 (D. Kan. Oct. 28, 2020); *Christeson v. Amazon.com.ksdc, LLC*, No. 18-2043- KHV, 2019 WL 354956, at \*3 (D. Kan. Jan. 29, 2019). A named plaintiff therefore cannot settle claims on behalf of putative collective members who have not yet received notice and opted in. *Elston*, 2020 WL 6318660, at \*3; *Christeson*, 2019 WL 354956, at \*4; see also 29 U.S.C. § 216(b) (“No employee shall be a party plaintiff to any such action unless he gives his consent in writing to become such a party and such consent is filed in the court in which such action is brought.”). Because putative collective class members have not received notice of this lawsuit and an opportunity to opt in, the

Court overrules plaintiff's motion to approve the settlement agreement as premature.<sup>1</sup> IT IS THEREFORE ORDERED that Plaintiff's Unopposed Motion To Approve Settlement Agreement (Doc. #27) filed November 21, 2025 is OVERULED. Dated this 7th day of April, 2026 at Kansas City, Kansas. s/ Kathryn H. Vratil

KATHRYN H. VRATIL

United States District Judge 1 Where parties attempt to settle an FLSA collective action before conditional certification, they should file a motion which asks the Court to (1) conditionally certify the proposed settlement class, (2) preliminarily approve the proposed settlement and (3) approve the proposed notice to putative class members. Elston, 2020 WL 6318660, at \*3; see Vasquez v. Recover-Care Shawnee, LLC, No. 24-2183-HLT, 2025 WL 1744781, at \*3 (D. Kan. Feb. 13, 2025). If the Court grants such relief, it will order the parties to send the approved notice to the putative class members and it will establish a period during which putative class members may opt in. Elston, 2020 WL 6318660, at \*3. When the opt-in period expires, the named plaintiff may file a motion for final collective action certification and final settlement approval. Id.