



Gonzalez v. Moises Bakery of Miami, Inc. et al

2017 | Cited 0 times | S.D. Florida | June 27, 2017

UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF FLORIDA CASE NO.
17-21528-CIV-UNGARO/O'SULLI VAN PEDRO VALENTIN MUNIZ GONZALEZ,

Plaintiff, v. MOISES BAKERY OF MIAMI, INC. a/k/a MOISES BAKERY, JOAQUIN BRAS,
JACQUELIN BRAS,

Defendants. _____/

ORDER APPROVING SETTLEMENT AGREEMENT AND RECOMMENDING THAT THE CASE
BE DISMISSED WITH PREJUDICE THIS MATTER came before the Court following a settlement
conference before the undersigned and the Court having conducted a hearing concerning the
settlement.

THE COURT has heard from counsel and considered the terms of the settlement agreement, the
pertinent portions of the record, and is otherwise fully advised in the premises.

This case involves a claim for unpaid overtime compensation under the Fair Labor Standards Act, 29
U.S.C. §201, et seq. ("FLSA"). In reviewing a settlement of an FLSA private claim, a court must
"scrutiniz[e] the settlement for fairness," and determine that the settlement is a "fair and reasonable
resolution of a bona fide dispute over FLSA provisions." *Lynn Food Stores v. United States*, 679 F.2d
1350, 1352-53 (11th Cir. 1982). A settlement entered into in an adversarial context where both sides
are represented by counsel throughout litigation "is more likely to reflect a reasonable

compromise of disputed issues." *Id.* The district court may approve the settlement in order to
promote the policy of encouraging settlement of litigation. *Id.* at 1354.

In this case, there is a bona fide factual dispute over the number of hours, if any, for which the
plaintiff was not properly paid overtime. The Court has reviewed the terms of the settlement
agreement including the amount to be received by the plaintiff and the attorney's fees and costs to
be received by counsel and finds that the compromise reached by the parties is a fair and reasonable
resolution of the parties' bona fide disputes. Accordingly, it is

ORDERED AND ADJUDGED that the parties' settlement agreement (including attorney's fees and
costs) is hereby APPROVED. It is further 1



Gonzalez v. Moises Bakery of Miami, Inc. et al

2017 | Cited 0 times | S.D. Florida | June 27, 2017

RECOMMENDED that this case be dismissed with prejudice and that the Court retain jurisdiction until September 7, 2017 to enforce the terms of the settlement.

DONE AND ORDERED in Chambers at Miami, Florida this 27th day of June, 2017.

JOHN J. O'SUL LIVAN UNITED STATES MAGISTRATE
JUDGE Copies provided to: United States District Judge Ungaro All counsel of record

At the June 27, 2017 fairness hearing, the parties consented to magistrate 1 judge jurisdiction for all further proceedings including any motions to enforce the settlement.