

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
FORT MYERS DIVISION**

RICHARD GHANTOUS on behalf of himself and
those similarly situated,

Plaintiff,

-vs-

Case No. 2:09-cv-364-FtM-29SPC

U-PULL AND SAVE, LLC a Florida limited
liability company; CHESTER ADAMSON
individually,

Defendants.

REPORT AND RECOMMENDATION

TO THE UNITED STATES DISTRICT COURT

This matter comes before the Court on the Joint Notice of Filing and Joint Motion for Approval of Settlement Agreement As Stipulated Final Judgment (Doc. #16) filed on November 13, 2009. In an Order (Doc. #15) dated September 16, 2008, this Court ordered the parties to file an amended Joint Report Regarding Settlement that included the copy of the settlement agreement signed by all parties and a copy of the Plaintiffs Counsel's billing records. The parties filed the instant Motion for Approval of Settlement Agreement (Doc. #16) on November 13, 2009. The issue is now ripe for review.

This case was brought under the Fair Labor Standards Act (FLSA) 29 U.S.C. § 201 *et. seq.* The Parties have reached a settlement agreement and seek court approval of that agreement. In Lynn's Food Stores, Inc. v. United States, 679 F.2d 1350, 1352-1355 (11th Cir. 1982), the Eleventh Circuit explained that claims for back wages under the FLSA may only be settled or compromised

when the Department of Labor supervises the payment of back wages or when the district court enters a stipulated judgment “after scrutinizing the settlement for fairness.” In the Joint Motion for Approval submitted by the Parties, (Doc. # 16), the Parties represent that to avoid the expense and inconvenience of litigation, a settlement has been reached in a bona fide good faith dispute and is deemed fair and reasonable. The compromise of the original claim reached between the parties including attorney’s fees and costs is to be distributed as outlined below.

The parties have agreed to a settlement amount of \$6,000.00 and agree that this amount fairly and adequately compensates the Plaintiff. The Plaintiff, Richard Ghantous, is to receive \$1,250.00 in unpaid overtime wages and \$1,250.00 in liquidated damages, as a fair and reasonable settlement of his claim. The total amount received by the Plaintiff is \$2,500.00. The parties further agreed that the Plaintiff’s reasonable attorneys fees and costs to be paid to Plaintiff’s Counsel is in the amount of \$3,500.00. Pursuant to the agreement between the parties, the Court respectfully recommends that the Plaintiff’s Counsel’s fees and costs are reasonable.

Accordingly, it is now

RESPECTFULLY RECOMMENDED:

The Joint Notice of Filing and Joint Motion for Approval of Settlement Agreement As Stipulated Final Judgment (Doc. #16) should be **GRANTED** and the settlement agreement should be **APPROVED** by the District Court. It is further respectfully recommended the case should be **DISMISSED with Prejudice** pursuant to the agreement of the Parties and the Clerk should be directed to close the file.

Failure to file written objections to the proposed findings and recommendations contained in this report within ten (10) days from the date of its filing shall bar an aggrieved party from attacking the factual findings on appeal.

Respectfully recommended at Fort Myers, Florida, this 17th day of November, 2009.


SHERI POLSTER CHAPPEL
UNITED STATES MAGISTRATE JUDGE

Copies: All Parties of Record