

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO

Civil Action No. 16-cv-00211-CMA-KLM

SUZANNE MASIAS,

Plaintiff,

v.

ANESTHESIA & PAIN MANAGEMENT OF PUEBLO, PROFESSIONAL LLC, a
Colorado professional limited liability company,

Defendant.

**ORDER APPROVING SETTLEMENT AND DISMISSING
PLAINTIFF'S CLAIMS WITH PREJUDICE**

This matter comes before the Court on the parties' Joint Stipulated Motion for Approval of the Parties' Negotiated Settlement of this Case and for Dismissal With Prejudice (Doc. #7). The Court, having reviewed the Joint Stipulated Motion, the file in this matter, and the parties' separately filed Confidential Settlement Agreement, hereby finds and concludes as follows:

1. Plaintiff's Complaint and Jury Demand filed in this matter includes four claims: (1) failure to pay minimum wage in violation of the Fair Labor Standards Act ("FLSA"), 29 U.S.C. §§ 29 U.S.C. 201 *et seq.*; (2) failure to pay overtime in violation of the FLSA; (3) promissory estoppel; and (4) breach of contract. [See ECF No. 1]. As detailed in the parties' Joint Stipulated Motion, the parties, represented by their own counsel, engaged in good-faith, arm's length negotiations and each reasonable

compromised to settle all claims in this case including the Plaintiff's promissory estoppel and breach of contract claims. Plaintiff, with the advice of her counsel, has fully consented to and executed the Confidential Settlement Agreement resolving all claims in this case.

2. Courts have held settlements of actions such as this one that include the resolution of FLSA claims require court approval. **Lynn's Food Stores, Inc. v. United States**, 679 F.2d 1350, 1353 (11th Cir. 1982); **Abeyra v. CF&I Steel, L.P.**, 11-cv-00663-RBJ, 2012 U.S. Dist. LEXIS 12611 at *9-10 (D. Colo. Sept. 5, 2012). Approval of a FLSA settlement should be granted by a court when: (a) the FLSA settlement is reached as a result of contested litigation; (b) a *bona fide* dispute exists between the parties; and (c) the settlement is fair and reasonable. **Lynn Food Stores**, 679 F.2d at 1355; **Abeyra**, 2012 U.S. Dist. LEXIS 12611 at *9-10. The Court, having reviewed the parties' Confidential Settlement Agreement and the parties' Joint Stipulated Motion, hereby finds the settlement here meets all of these requirements.

3. The Court also finds that the attorney's fees, expenses, and costs to be paid to Plaintiff's attorney pursuant to the Confidential Settlement Agreement are reasonable under the circumstances.

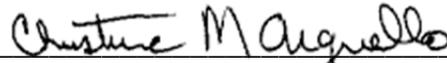
THEREFORE, the Court Orders as follows:

1. The parties' Confidential Settlement Agreement is hereby approved;
2. All claims of the Plaintiff in this case are hereby dismissed with prejudice, each party to bear her or its own attorney's fees and costs; and

3. The Clerk of this Court is directed to close this case.

DATED: March 28, 2016

BY THE COURT:

A handwritten signature in black ink that reads "Christine M. Arguello". The signature is written in a cursive style with a horizontal line extending to the right across the signature.

CHRISTINE M. ARGUELLO
United States District Judge