

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
CASE NO. 16-60918-CIV-SEITZ/TURNOFF

AMADO VALE,

Plaintiff,

vs.

J & J POOL & BEACH SERVICES, INC., ET AL.,

Defendants.

ORDER GRANTING MOTION TO ENFORCE SETTLEMENT

THIS MATTER is before the Court upon Plaintiff's Motion to Enforce Settlement Agreement [DE-63], to which Defendant has not responded. Plaintiff's complaint alleged violations of the Fair Labor Standards Act. In September 2016, the parties entered into a Settlement Agreement [DE-59-1]. On September 15, 2016, the Magistrate Judge held a fairness hearing, pursuant to *Lynn Food Stores, Inc. v. United States*, 679 F.2d 1350 (11th Cir. 1982). Thereafter, he issued a Report and Recommendation [DE-61] finding that the settlement was fair and reasonable and recommending that the Court retain jurisdiction to enforce the Settlement Agreement. On October 17, 2016, this Court entered its Order Adopting Report and Recommendation of Magistrate Judge [DE-62], in which the Court affirmed and adopted the Magistrate Judge's Report and Recommendation.

Plaintiff seeks enforcement of the Settlement Agreement after Defendant failed to make any payments thereunder. The Settlement Agreement required Defendant to make two payments of \$2,000.00 each, the first payable within seven days of dismissal of this action and the second payable thirty days after the first. Thus, according to the Motion, the first payment was due on

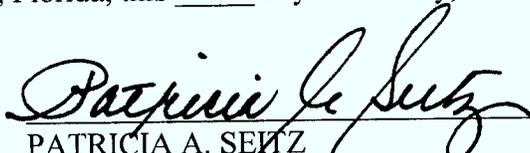
October 26, 2016 and the second was due on November 26, 2016. Neither payment was made.¹ Further, paragraph 14 of the Settlement Agreement states: "In the event that litigation becomes necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to its reasonable attorney's fees and costs." Consequently, Plaintiff's Motion also seeks attorney's fees arising from the enforcement of the Settlement Agreement. Accordingly, it is

ORDERED that Plaintiff's Motion to Enforce Settlement Agreement [DE-63] is GRANTED:

a) By **February 21, 2017**, Defendant shall pay Plaintiff the \$4,000.00 due and owing under the Settlement Agreement.

b) Plaintiff is entitled to his reasonable attorneys' fees incurred in enforcing the Settlement Agreement. By **February 6, 2017**, Plaintiff shall file a motion requesting those fees.

DONE AND ORDERED in Miami, Florida, this 24th day of January, 2017.


PATRICIA A. SEITZ
UNITED STATES DISTRICT JUDGE

cc: All counsel of record

¹The Settlement Agreement does not allow the Court to enter a judgment against Defendant upon its failure to make payment.