

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA  
CASE NO. 13-24382-CIV-O'SULLIVAN  
[CONSENT]

DOUGLAS ZAMORA, KLAUSS PELAEZ,  
YANIRA ROLON and HECTOR MORALES  
on their own and on behalf of others  
similarly situated,

Plaintiffs,

vs.

CVI.CHE 105, INC., a Florida for-profit corporation,  
JUAN CHIPOCO, an individual, and  
LUIS HOYOS, an individual,

Defendants.

/

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA  
Case No. 14-20997-CIV-O'SULLIVAN  
[CONSENT]

DAVID RIVERA, on his own behalf  
and on  
behalf of others similarly situated,

Plaintiff,

v.

CVI.CHE 105, INC., a Florida for-profit  
corporation, JUAN CHIPOCO, an individual,  
and LUIS HOYOS, an individual,

Defendants.

/

**ORDER APPROVING SETTLEMENT AGREEMENT**

THIS MATTER came before the Court sua sponte following notice from the  
parties that the case has settled 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.

These cases involve claims 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 are factual and legal disputes regarding whether the tip credit applied and if so, whether the tip credit was applied properly. The Court has reviewed the terms of the settlement agreement including the amount to be received by the plaintiffs 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

**ORDERED AND ADJUDGED** that the parties may submit a joint motion for dismissal with prejudice by **Monday, April 27, 2015**. If the parties fail to file their joint

motion for dismissal by that date, the undersigned will dismiss this action with prejudice.

**THE CLERK OF COURT IS DIRECTED TO MARK THIS CASE AS CLOSED.**

DONE AND ORDERED in Chambers at Miami, Florida this 25th day of March,  
2012.



JOHN J. O'SULLIVAN  
UNITED STATES MAGISTRATE JUDGE

Copies to:  
All counsel of record