

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO. 20-82399-CIV-SINGHAL/MATTHEWMAN

WAGNER PONTES LIMA and D4U USA
LAW GROUP, LLC,

Plaintiffs/Counter-Defendants,

v.

Y. KRIS LEE,

Defendant/Counter-Claimant.

_____ /

Y. KRIS LEE,

Third-Party Plaintiff,

v.

D4U USA LAW FIRM, LLC and D4U USA
CONSULTING LLC,

Third-Party Defendants.

_____ /

**ORDER ADOPTING MAGISTRATE JUDGE'S
REPORT AND RECOMMENDATION**

THIS MATTER has come before the Court upon the Report and Recommendation of the Honorable William Matthewman (the "Report and Recommendation") (DE [201]). On May 31, 2024, Magistrate Judge Matthewman issued the Report and Recommendation recommending that Defendant Y. Kris Lee's ("Defendant") Motion to Enforce Settlement Agreement ("Motion to Enforce") (DE [125]) be granted in part and denied in part.


Plaintiff Wagner Pontes Lima (“Plaintiff”) filed a timely objection. (DE [202]). Plaintiff claims that “no evidence was ever presented in the two-day evidentiary hearing supporting any type of damage allegedly sustained by Y Kris Lee” and, therefore, objects to “any damages awarded to Ms. Lee.” *Id.* at 2. Because the Report and Recommendation recommends granting the remedy of specific performance in connection with the contractual breaches, not monetary damages, Plaintiff’s objection is moot. See (Report and Recommendation (DE [201]) at 28–29). Accordingly, it is hereby

ORDERED AND ADJUDGED as follows:

1. The magistrate judge’s Report and Recommendation (DE [201]) is **AFFIRMED** and **ADOPTED**.
2. Defendant Lee’s Motion to Enforce (DE [125]) is **GRANTED IN PART AND DENIED IN PART**.
3. The Court makes the following findings:
 - a. Plaintiff Lima has knowingly and willfully breached Section 4 of the Settlement Agreement by failing to timely and fully dismiss the Brazilian criminal case.
 - b. Plaintiff Lima’s “breach before the breach” defense is inapplicable under the facts of this case. Defendant Lee has not breached the terms of the Settlement Agreement pursuant to her failure to timely dissolve D4U USA Law Group LLC or pursuant to the minimal online presence that remains linking her to the D4U USA Law Group LLC name.

- c. Plaintiff Lima has violated Section 7 of the Settlement Agreement based on the public posting of his Instagram video and his other postings, which were disparaging, defaming, and harming to the reputation of Defendant Lee.
4. Defendant Lee's Motion to Enforce (DE [125]) is **GRANTED** to the extent it requests specific performance pertinent to Sections 4 and 7 of the Settlement Agreement.
 - a. Plaintiff Lima **SHALL** immediately dismiss in full the Brazilian criminal case against Defendant Lima, pursuant to Section 4 of the Settlement Agreement.
 - b. Plaintiff Lima **SHALL** issue a retraction of all disparaging remarks concerning Defendant Lee on Instagram and any other social media platforms he utilized, pursuant to Section 7 of the Settlement Agreement.
5. Defendant Lee's Motion to Enforce (DE [125]) is **GRANTED** to the extent it requests attorneys' fees and costs in connection with the Motion to Enforce.
 - a. This matter is **REFERRED** to Magistrate Judge Matthewman to set a briefing schedule and to determine the reasonableness and amount of attorneys' fees and costs due Defendant Lee.
6. All other requests not addressed above in Defendant Lee's Motion to Enforce (DE [125]) are **DENIED**.

2024.



RAAG SINGHAL
UNITED STATES DISTRICT JUDGE

Copies furnished counsel via CM/ECF