

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF INDIANA  
HAMMOND DIVISION**

MARY EATON, <i>et al.</i> ,	)	
Plaintiffs,	)	
	)	
v.	)	CAUSE NO. 2:14-CV-163-JEM
	)	
COUNTY OF LAKE, INDIANA, <i>et al.</i> ,	)	
Defendants.	)	

**OPINION AND ORDER**

This matter is before the Court on a Joint Motion to Approve Settlement Agreement [DE 43], filed by the parties on July 27, 2017. In the instant Motion, the parties request that the Court approve the Settlement, Release and Indemnity Agreement they have submitted in settlement of their claim. After reviewing the instant Motion, the Settlement Agreement, and the supporting exhibits, the Court hereby finds as follows:

1. Plaintiffs contend, *inter alia*, that they are due allegedly unpaid overtime under the Fair Labor Standards Act (“FLSA”), 29 U.S.C. § 201 et seq.
2. Plaintiffs’ claims raised disputed issues of law and fact.
3. The parties have now finalized and entered into a Settlement Agreement with respect to Plaintiffs’ claims.
4. The Settlement Agreement has been presented to this Court for review and approval under the FLSA. *See, e.g., Lynn’s Food Stores, Inc. v. United States Dep’t of Labor*, 679 F.2d 1350, 1353 (11th Cir. 1982).
5. Upon review, the Court concludes the parties’ proposed settlement agreement is a fair and reasonable resolution of a bona fide dispute under the FLSA and is not a

“mere waiver of statutory rights.” *Buckholder v. City of Ft. Wayne*, 750 F. Supp. 2d 990, 995 (N.D. Ind. 2010).

Accordingly, the Court **GRANTS** the Joint Motion to Approve Settlement; **APPROVES** the terms of the Settlement Agreement as fair, reasonable, appropriate, and in accordance with law; and **ORDER** the parties to carry out the terms of the Settlement Agreement promptly and in good faith, and to file with the Court a Stipulation of Dismissal on or before **September 20, 2017**.

SO ORDERED this 23rd day of August, 2017.

s/ John E. Martin  
MAGISTRATE JUDGE JOHN E. MARTIN  
UNITED STATES DISTRICT COURT

cc: All counsel of record