

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF INDIANA
SOUTH BEND DIVISION

ROBERT LEE JONES JR,

Plaintiff,

v.

MONOGRAM COMFORT FOODS,
LLC,

Defendant.

Case No. 3:23-CV-712-CCB-SJF

ORDER

On July 26, 2023, Plaintiff Robert Lee Jones, Jr. sued his former employer, Defendant Monogram Comfort Foods, LLC ("Monogram"), alleging that Monogram discriminated against him. (ECF 1). On June 25, 2024, Monogram and Jones, through his counsel, filed their Joint Motion to Enforce Settlement Agreement and Dismiss Case. (ECF 19). Monogram and Jones's counsel assert that on April 25, 2024, the parties reached an agreement to resolve this matter. The parties also agreed that Monogram's counsel would draft a formal settlement agreement. On May 7, 2024, Monogram provided the proposed written settlement agreement to Jones's counsel, who reviewed it and confirmed that it accurately reflected the memorialized agreement reached on April 25, 2024. Jones's counsel then unsuccessfully attempted to contact Jones multiple times in order to obtain his signature on the written settlement agreement. Monogram and Jones, by counsel, request the Court order Jones to sign the agreement, authorize Monogram to send the settlement proceeds to Jones's counsel if Jones fails to sign the

settlement agreement, and order the parties to file a stipulation to dismiss with prejudice. (ECF 19). On August 12, 2024, the motion was referred to Magistrate Judge Scott J. Frankel to prepare a report and recommendation. (ECF 20).

On February 4, 2025, the magistrate judge recommended the Court grant the Joint Motion to Enforce Settlement. (ECF 25). Under Rule 72(b), the parties had 14 days to object to the report and recommendation, which they did not do. Accordingly, the Court **ADOPTS** the magistrate judge's report and recommendation. (ECF 25). The Joint Motion to Enforce Settlement Agreement (ECF 19) is **GRANTED**. The parties are **ORDERED** to execute the written settlement agreement and file a joint stipulation to dismiss with prejudice **by May 5, 2025**. Defendant is also **ORDERED** to tender the agreed upon consideration.

If the Court is notified of Plaintiff's refusal to execute the written settlement agreement by May 5, 2025, the Court will order the case be dismissed with prejudice. SO ORDERED on March 5, 2025.

/s/ Cristal C. Brisco
CRISTAL C. BRISCO, JUDGE
UNITED STATES DISTRICT COURT