

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

USDC SDNY
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ELECTRONICALLY FILED
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DATE FILED: 6/23/2017

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HENRY CUEVAS, :
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Plaintiff, :
:
-against- :
:
ELIO & SONS LLC, et al., :
Defendants. :
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17 Civ. 2490 (LGS)

OPINION AND ORDER

LORNA G. SCHOFIELD, District Judge:

WHEREAS, on April 6, 2017, Plaintiff filed his Complaint, which alleges wage-related claims under FLSA and state law.

WHEREAS, on June 1, 2017, the parties filed the Settlement Agreement and a joint letter with supporting evidence addressing the findings this Court must make in order to approve the settlement as fair and reasonable. *See Cheeks v. Freeport Pancake House, Inc.*, 796 F.3d 199, 206 (2d Cir. 2015), *cert. denied*, 136 S. Ct. 824 (2016); *Wolinsky v. Scholastic Inc.*, 900 F. Supp. 2d 332, 335–36 (S.D.N.Y. 2012) (outlining factors district courts have used to determine whether a proposed settlement is fair and reasonable).

WHEREAS, by opinion and order dated June 19, 2017, the Court denied approval of the Settlement Agreement and ordered that any amendment to the agreement or new agreement shall strike the “no assist” provision (paragraph 5 of the Settlement Agreement).

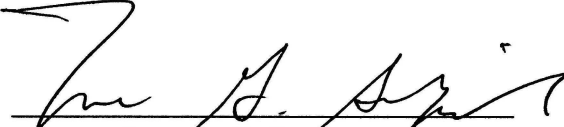
WHEREAS, on June 19, 2017, the parties filed the Revised Settlement Agreement, which strikes the “no assist” provision but otherwise is identical to the Settlement Agreement. It is hereby

ORDERED that the Revised Settlement Agreement is APPROVED as fair and reasonable based on the nature and scope of Plaintiff’s claims and the risks and expenses

involved in additional litigation. *See Cheeks*, 796 F.3d at 206; *Wolinsky*, 900 F. Supp. 2d at 335–36. It is further

ORDERED that Plaintiff’s counsels’ fees request of \$6,747.99, including \$621.99 in costs, is **GRANTED**. The remainder of the settlement shall be distributed to Plaintiff. The Clerk of Court is directed to close this case.

Dated: June 23, 2017
New York, New York



LORNA G. SCHOFIELD
UNITED STATES DISTRICT JUDGE