

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

KRISTIN GAMBELL, RAMON ANGELES, and
RICK ZAMBRANO, individually and on behalf of
all others similarly situated,

Plaintiffs,

– against –

BUTTERFIELD MARKET AND CATERING,
ALAN OBSATZ, EVAN OBSATZ, and JOELLE
OBSATZ,

Defendants.

OPINION AND ORDER

19 Civ. 5058 (ER)

Ramos, D.J.:

On October 1, 2019, the parties submitted an application to the Court to approve their Agreement settling unpaid overtime wage claims brought under the Fair Labor Standards Act and to dismiss the case with prejudice. Doc. 35. On October 11, 2019, the Court concluded that the settlement amount was fair and reasonable and that the attorneys' fees provided were appropriate and supported by counsel's billing records. Doc. 36. The Court, however, declined to approve the Agreement based on a provision forever barring Plaintiff from working in or applying for a position with Defendants and on an unduly broad release provision. *Id.*

In response to the Court's order, on October 23, 2019, the parties submitted a revised Agreement, removing the future employment provision and limiting the release provision to the claims at issue in this litigation. Doc. 37, Ex. 1. Accordingly, the Court finds that the revised Agreement complies with *Cheeks v. Freeport Pancake House, Inc.*, 796 F.3d 199 (2d Cir. 2015),

and approves the revised Agreement. The Court hereby dismisses the case with prejudice. The Clerk of Court is respectfully directed to close the case.

SO ORDERED.

Dated: October 23, 2019
New York, New York



Edgardo Ramos, U.S.D.J.