

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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LUDOVIC FREBET *et al.*,

Plaintiffs,

-v-

L'ATRE ENTERPRISES, INC. *et al.*,

Defendants.
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20-CV-481 (JPC)

ORDER

JOHN P. CRONAN, United States District Judge:

On March 22, 2021, the parties jointly filed their proposed settlement agreement and requested Court approval pursuant to *Cheeks v. Freeport Pancake House, Inc.*, 796 F.3d 199 (2d Cir. 2015). Dkt. 57. All parties are ordered to appear before the undersigned for a conference to discuss the proposed settlement agreement on April 5, 2021 at 11:30 a.m. The conference will occur via teleconference. At the scheduled time, counsel for all parties should call (866) 434-5269, access code 9176261.

Specifically, counsel should be prepared to address the following issues:

1. Whether it is fair and reasonable that under the proposed settlement agreement Plaintiff Ludovic Frebet would receive \$5,000 more than his proportional allotment for his “contributions as the lead Plaintiff in this action.” Dkt. 57 at 4. Counsel should be prepared to point the Court to cases in which courts approved similar arrangements, particularly in the absence of certification of the case as a collective action.
2. Whether it is fair and reasonable that the seven Plaintiffs have allocated their individual portions of the overall settlement based on the “estimated amount of time each worked for Defendants,” *id.*, rather than their estimated losses. Counsel should be prepared to point the

Court to cases in which courts approved settlements that allocated the overall settlement amount in this manner.

3. Whether the release provision included in paragraph five of the proposed settlement agreement, *see* Dkt. 57-1 at 3, is overly broad because it requires Plaintiffs to waive “all related derivative benefit claims (both ERISA and non-ERISA benefits).” Counsel should be prepared to point the Court to cases in which courts approved settlement agreements that required Plaintiffs to waive such claims.

4. Whether the proposed settlement agreement purports to settle only this suit or other suits as well. The introductory paragraph, *see* Dkt. 57-1 at 1, suggests that it may be the latter because it purports to settle claims “including but not limited to” those brought in this lawsuit.

SO ORDERED.

Dated: April 1, 2021
New York, New York



JOHN P. CRONAN
United States District Judge