

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

**USDC-SDNY
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DATE FILED: 04/27/2021**

NATHANEAL CHEVALIER,

Plaintiff,

v.

STAFFPRO, INC. et al.,

Defendant.

20-cv-7006 (RA)

ORDER

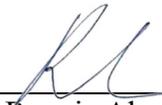
RONNIE ABRAMS, United States District Judge:

On March 12, 2021, the Court declined to approve the parties' first proposed settlement agreement to resolve this Fair Labor Standards Act litigation. *See* Dkt. 25; *Cheeks v. Freeport Pancake House, Inc.*, 796 F.3d 199 (2d Cir. 2015). As the Court explained at the time, it was "prepared to approve of most of the parties' proposed settlement agreement, including the overall settlement amount of \$35,680 and the one-third contingency fee for Plaintiff's counsel." Dkt. 25. (citing *Meza v. 317 Amsterdam Corp.*, No. 14-CV-9007 (VSB), 2015 WL 9161791, at *2 (S.D.N.Y. Dec. 14, 2015)). The Court also approved of the agreement's confidentiality provision, as it did not require the parties to maintain the confidentiality of "any facts or information otherwise in the public record or domain," which included the settlement agreement itself. *See id.* (citing *Lola v. Skadden, Arps, Meagher, Slate & Flom LLP*, No. 13-CV-5008 (RJS), 2016 WL 922223, at *2 (S.D.N.Y. Feb. 3, 2016)). The Court declined, however, to approve of the parties' "Mutual General Releases" provision, as it required Plaintiff to "waive practically any possible claim against the defendants, including unknown claims and claims that have no relationship whatsoever to wage-and-hour issues." *Gurung v. White Way Threading LLC*, 226 F. Supp. 3d 226, 228 (S.D.N.Y. 2016).

The parties have now submitted a revised agreement, which mirrors the previous one except that it no longer includes the overly broad release provision. The new release provision discharges Defendants and their affiliates only “from any and all claims asserted in the Lawsuit, including but not limited to claims and damages pursuant to the Fair Labor Standards Act, New York Labor Law, and the Wage Theft Prevention Act.” Dkt. 34-1 at 2. The release provision is appropriately tailored and the Court approves it. *See Flores Galloso v. 3821 Food Corp.*, No. 20-CV-1940 (RA), 2021 WL 860343, at *2 (S.D.N.Y. Mar. 8, 2021). The remaining provisions are approved for the reasons stated in the Court’s March 12, 2021 order. *See* Dkt. 25. The Court accordingly dismisses this action with prejudice in accordance with the revised settlement agreement submitted on April 23, 2021. *See* Dkt. 34. The Clerk of Court is respectfully directed to close this case.

SO ORDERED.

Dated: April 27, 2021
New York, New York



Ronnie Abrams
United States District Judge