

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

JUAN HERNANDEZ,

Plaintiff,

-v-

2400 AMSTERDAM AVE. REALTY CORP. et al.,

Defendants.

CIVIL ACTION NO. 22 Civ. 3094 (SLC)

**ORDER APPROVING SETTLEMENT**

**SARAH L. CAVE**, United States Magistrate Judge.

The parties in this wage-and-hour case under the Fair Labor Standards Act (“FLSA”) have consented to my jurisdiction under 28 U.S.C. 636(c) and Fed. R. Civ. P. 73 for purposes of reviewing their proposed settlement (ECF No. 72), and have now submitted a joint Letter-Motion in support of settlement (ECF No. 76 (the “Motion”)) and proposed settlement agreement (ECF No. 76-1 (the “Agreement”)) for approval under Cheeks v. Freeport Pancake House, Inc., 796 F.3d 199 (2d Cir. 2015). Courts generally recognize a “strong presumption in favor of finding a settlement fair” in FLSA cases like this one, as courts are “not in as good a position as the parties to determine the reasonableness of an FLSA settlement.” Souza v. 65 St. Marks Bistro, No. 15 Civ. 327 (JLC), 2015 WL 7271747, at \*4 (S.D.N.Y. Nov. 6, 2015) (citation omitted).

Having carefully reviewed the Motion, the Agreement, and accompanying exhibits, and having participated in a lengthy conference that led to the settlement, the Court finds that all the terms of the Agreement, including the allocation of attorneys’ fees and costs, appear to be fair and reasonable under the totality of the circumstances and in light of the factors enumerated in Wolinsky v. Scholastic Inc., 900 F. Supp. 2d 332, 335 (S.D.N.Y. 2012). With respect to the

allocation of attorneys' fees, the Court has reviewed Plaintiff's counsel's billing records, from which the Court has determined that the hourly rate and hours expended were both reasonable. See Huggins v. Chestnut Holdings Inc., No. 18 Civ. 1037 (PAC), 2022 WL 44748, at \*3 (S.D.N.Y. Jan. 5, 2022). Plaintiff has also provided documentation supporting his counsel's request for reimbursement of costs. (ECF No. 76-3). Accordingly, the Court approves the Agreement.

This action is dismissed with prejudice and without costs except as may be stated in the Agreement. The Court retains jurisdiction to enforce the Agreement. Any pending motions are moot. The Clerk of Court is respectfully requested to mark ECF No. 76 as "granted," and close this case.

Dated: New York, New York  
July 24, 2024

SO ORDERED.

  
SARAH L. CAVE  
United States Magistrate Judge