

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

FRANK WISNIEWSKI, ET AL.

## Plaintiffs,

- against -

JOHNSON CONTROLS, INC.

Defendant.

22-CV-10287 (RWL)

**ORDER  
APPROVING SETTLEMENT  
AND DISMISSING CASE**

**ROBERT W. LEHRBURGER, United States Magistrate Judge.**

This case is an action for damages under the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.* (“FLSA”) and the New York Labor Law. Before the Court is the parties’ joint letter request that the Court approve their settlement agreement, a fully executed copy of which was submitted on March 11, 2025. (See Dkts. 69, 74, 76.) A federal court is obligated to determine whether settlement of an FLSA case under the court’s consideration is fair and reasonable and the subject of an arm’s length negotiation, not an employer’s overreaching. See *Cheeks v. Freeport Pancake House*, 796 F.3d 199 (2d Cir. 2015).

The parties' reached agreement after full discovery and after working with a private mediator. The Court has carefully reviewed the Settlement Agreement as well as the parties' letter. The Court has taken into account, without limitation, prior proceedings in this action; the attendant risks, burdens, and costs associated with continuing the action; the range of possible recovery; whether the Settlement Agreement is the product of arm's

length bargaining between experienced counsel or parties; the amount of attorney's fees; and the possibility of fraud or collusion.

Among other attributes of the Settlement Agreement, there are no confidentiality restrictions; no non-disparagement provisions; and the attorneys' fees are within a fair, reasonable, and acceptable range. The release, after the parties agreed to a change at the Court's direction, is limited to wage and hour claims. Considering all the circumstances, the Court finds that the Settlement Agreement is fair and reasonable and hereby approved.

This case, having resolved by settlement, is hereby dismissed and discontinued in its entirety, with prejudice, without costs or fees to any party, except as provided for in the parties' settlement agreement. The Clerk of Court is respectfully requested to terminate all motions and deadlines, and close this case.

SO ORDERED.



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ROBERT W. LEHRBURGER  
UNITED STATES MAGISTRATE JUDGE

Dated: March 11, 2025  
New York, New York

Copies transmitted to all counsel of record.