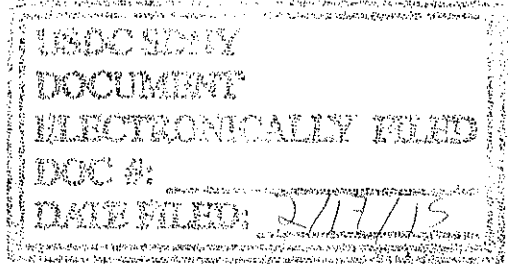


UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
UNITED STATES OF AMERICA, :
 :
 Plaintiff, :
 :
 - v. - :
 :
 INTERNATIONAL BROTHERHOOD OF :
 TEAMSTERS, et al. :
 :
 Defendants. :
-----X

88 Civ. 4486 (LAP)

ORDER



LORETTA A. PRESKA, Chief United States District Judge:

Before the Court is the parties' Joint Motion for Approval of the Final Agreement and Order of Stipulation of Dismissal [dkt. no. 4409]. Upon receipt of the motion, the Court issued an order [dkt. no. 4411] soliciting written comments from interested parties and setting a hearing date of February 11, 2015, for comments and oral arguments in support of and in opposition to the Joint Motion. Upon consideration of the parties' submissions, the comments received, and the arguments presented at the hearing, the motion is GRANTED.

DISCUSSION

It is well settled that there is a "strong judicial policy in favor of settlements," McReynolds v. Richards-Cantave, 588 F.3d 790, 803 (2d Cir. 2009) (internal quotation marks omitted), especially where "a government agency committed to the protection of the public interest has participated in and endorsed the agreement." City of New York v. Exxon Corp., 697

F. Supp. 677, 692 (S.D.N.Y. 1988) (internal quotation marks omitted).

"[T]he proper standard for reviewing a proposed consent judgment involving an enforcement agency requires that the district court determine whether the proposed consent decree is fair and reasonable, with the additional requirement that the 'public interest would not be disserved,' in the event that the consent decree includes injunctive relief." S.E.C. v. Citigroup Global Markets, Inc., 752 F.3d 285, 294 (2d Cir. 2014) (citation omitted) (quoting eBay, Inc. v. MercExchange, 547 U.S. 388, 391 (2006)). In determining whether a consent decree is fair and reasonable, the Court should look to, at a minimum, "(1) the basic legality of the decree; (2) whether the terms of the decree, including its enforcement mechanism, are clear; (3) whether the consent decree reflects a resolution of the actual claims in the complaint; and (4) whether the consent decree is tainted by improper collusion or corruption of some kind." Id. at 294-95 (citations omitted).

Ultimately, "[t]he job of determining whether the proposed . . . consent decree best serves the public interest . . . rests squarely with" the litigating agency. Id. at 296. This is because the decision of whether or not to enter a consent decree is "primarily about pragmatism," id. at 295, and involves assessments of risk "that are uniquely for the litigants to

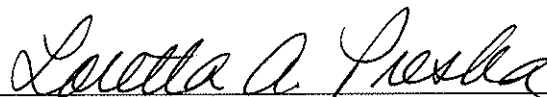
make," id. An agency's determination that settlement is appropriate "merits significant deference," id. at 296, and accordingly, the "primary focus of the [Court's] inquiry . . . should be on ensuring the consent decree is procedurally proper," id. at 295.

A thorough review of the Final Agreement and Order reveals that the settlement must be approved. There is no doubt here that the decree is procedurally proper, that its terms are clear, that it reflects a resolution of the claims at issue, and that it is untainted by collusion or corruption. The parties objecting to the settlement do not claim otherwise except to the extent that they requested and received clarification of certain terms on the record during the hearing. The remaining objections take issue with the policy choices embodied in the agreement that were the product of good faith bargaining between the parties – decisions that lie outside the ambit of this Court's review. The Court may not substitute its own judgment for that of the United States Attorney's Office because "[t]he responsibilities for assessing the wisdom of such policy choices and resolving the struggle between competing views of the public interest are not judicial ones.'" Id. at 296 (quoting Chevron, U.S.A., Inc. v. Natural Res. Def. Council, Inc., 467 U.S. 837, 866 (1984)).

Upon consideration of all the relevant materials before the Court, it is hereby ORDERED that the motion [dkt. no. 4409] is GRANTED and the above-captioned civil action is DISMISSED WITH PREJUDICE. The terms of the Final Agreement [dkt. no. 4409-1] are incorporated into this order, and this Court shall retain jurisdiction to enforce those terms.

SO ORDERED.

Dated: New York, New York
February 17, 2015



LORETTA A. PRESKA
Chief United States District Judge