

**NONPRECEDENTIAL DISPOSITION**

To be cited only in accordance with FED. R. APP. P. 32.1

**United States Court of Appeals****For the Seventh Circuit****Chicago, Illinois 60604**

Submitted February 26, 2024\*

Decided February 27, 2024

*Before*DIANE S. SYKES, *Chief Judge*FRANK H. EASTERBROOK, *Circuit Judge*AMY J. ST. EVE, *Circuit Judge*

No. 23-2649

MARIA E. MAGANA,  
*Plaintiff-Appellant,**v.*IVY TECH COMMUNITY COLLEGE,  
*Defendant-Appellee.*Appeal from the United States District  
Court for the Northern District of  
Indiana, Hammond Division.

No. 2:22-CV-215-PPS-APR

Philip P. Simon,  
*Judge.***ORDER**

Maria Magana, formerly an employee at Ivy Tech Community College, appeals the dismissal of her employment-discrimination complaint. The district judge dismissed

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\* We have agreed to decide the case without oral argument because the briefs and record adequately present the facts and legal arguments, and oral argument would not significantly aid the court. FED. R. APP. P. 34(a)(2)(C).

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the complaint on grounds that she had entered into a settlement agreement to resolve her claims. We affirm.

Magana used to be a part-time counselor, tutor, and adjunct instructor at Ivy Tech Community College. In her complaint, she alleged that she was discharged because she was a Hispanic female over the age of 40, in violation of the Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 623, Title VII of the Civil Rights Act, 42 U.S.C. § 2000e-2, the Employee Retirement Income Security Act (ERISA), 29 U.S.C. § 1001 et seq., the Affordable Care Act, 42 U.S.C. § 18001 et seq., and 42 U.S.C. § 1981. She sought \$3 million in damages, as well as a position as vice chancellor at the college.

The parties participated in a settlement conference overseen by a magistrate judge. The judge addressed the merits of Magana's claims and pointed out deficiencies that could doom her case. For instance, he noted Magana's admission that she had not filed a discrimination charge with the Equal Employment Opportunity Commission (EEOC)—a prerequisite to asserting a claim under Title VII or the ADEA. He also told her that she did not have a private right of action to sue Ivy Tech under ERISA or the Affordable Care Act. As for her remaining claim under § 1981, the magistrate judge cautioned her that this would be difficult to prove because she could not identify any "comparators" whom she believed were treated more favorably than she was during the relevant time. He then warned Magana that if she proceeded with her case, and her case was deemed by the district judge to be frivolous or brought in bad faith, Ivy Tech could try to recover its attorney's fees and costs of defense. Ivy Tech then offered not to pursue attorney's fees in exchange for Magana's agreement to dismiss her case. In court, she stated that she "agree[d] to drop the Complaint and no charges, no monetary charges made to me." The magistrate judge then sought confirmation of her agreement:

The Court: But I want to make clear. You are agreeing to dismissal of this case; is that correct?

Ms. Magana: Yes, your Honor.

Later that day, Magana filed a motion "to withdraw [her] agreement to dismiss" the case, asserting that her agreement was not knowing because she was confused about the purpose of the settlement conference. Ivy Tech countered that Magana had knowingly and voluntarily agreed to the dismissal and that the settlement was binding. Magana then responded with an extensive list of purported errors with the settlement

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conference, including a lack of confidentiality, alleged perjury, and legal errors in the valuation of her claims.

The district judge referred the motion to the magistrate judge, who issued a report and recommendation to deny the motion. The magistrate judge explained that the agreement Magana entered was voluntary, uncoerced, and in her best interests, and that her remaining contentions were boilerplate arguments that did not apply to the facts of this case.

Magana objected to the magistrate judge's report. She argued that he ignored relevant case law; overlooked the private right of action she had under ERISA and the Affordable Care Act; wrongly stated that she needed to file a charge with the EEOC before pursuing claims under the ADEA and Title VII; and violated her due process rights when he failed to keep the settlement conference confidential.

The district judge rejected Magana's objections and adopted the magistrate judge's report. Finding the agreement enforceable, the district judge explained that the magistrate judge "took care to summarize the terms of the parties' settlement agreement in plain language"; Magana agreed to those terms "without reservation"; and her suggestion that her agreement was not voluntary or that she was confused about the settlement conference's purpose "strain[s] credulity."

On appeal Magana does not meaningfully engage with the district judge's ruling, though we understand her to contend that the judge adopted the report and recommendation without sufficient explanation or adequate review of her objections. But the judge appropriately reviewed each of her objections to the report under the proper de novo standard. *See* 28 U.S.C. § 636(b)(1); FED. R. CIV. P. 72(b). The judge carefully summarized the record, applied the appropriate law, independently confirmed that Magana had entered the agreement voluntarily, and—based on his reading of the transcript—dispelled any suggestion that she could have been confused about the purpose of the settlement conference.

We have considered the rest of Magana's arguments, and none has merit.

AFFIRMED