

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION

JESSE HINKLE,

Plaintiff,

v.

Case No: 6:16-cv-1453-Orl-41DCI

DOLLAR TREE STORES, INC.,

Defendant.

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ORDER

THIS CAUSE is before the Court on the Joint Motion for Approval of Settlement and Dismissal with Prejudice (“Motion,” Doc. 20). United States Magistrate Judge Daniel C. Irick issued a Report and Recommendation (“R&R,” Doc. 21), where he recommends granting the Motion. After a *de novo* review of the record, and noting that no objections were timely filed, the Court agrees with the analysis in the R&R.

As noted in the R&R, there is consideration for the general release that is separate from that being given in exchange for the settlement of Plaintiff’s FLSA claims. (Settlement Agreement, Doc. 20-1, ¶ 1(c)). Pursuant to *Lynn’s Food Stores, Inc. v. United States*, this Court must determine whether a proposed settlement “is a fair and reasonable resolution of a bona fide dispute *over FLSA provisions*.” 679 F.2d 1350, 1355 (11th Cir. 1982) (emphasis added). Moreover, “the release of non-FLSA claims is generally not subject to judicial scrutiny.” *Shearer v. Estep Const., Inc.*, No. 6:14-cv-1658-Orl-41GJK, 2015 WL 2402450, at *4 (M.D. Fla. May 20, 2015). Accordingly, this Court does not express an opinion as to the validity of the separate general release agreement.

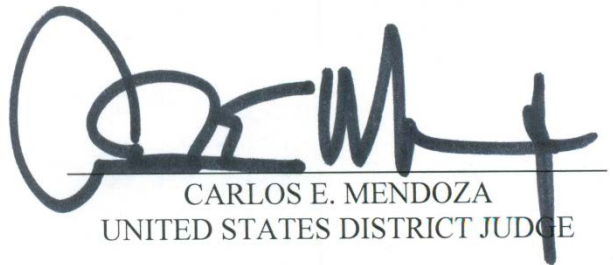
Additionally, this Court notes that to the extent that the Settlement Agreement purports to allow the parties to subsequently modify the Settlement Agreement, (Doc. 20-1 ¶ 17), that

language will be stricken. Pursuant to *Lynn's Food Stores, Inc.*, 679 F.2d at 1355, any future modifications to the Settlement Agreement are unenforceable absent judicial approval.

Therefore, it is **ORDERED** and **ADJUDGED** as follows:

1. The Report and Recommendation (Doc. 21) is **ADOPTED** and **CONFIRMED** and made a part of this Order.
2. To the extent the modification provision (Doc. 20-1 ¶ 17) purports to allow the Settlement Agreement to be modified without Court approval, it is **STRICKEN**.
3. The parties' Joint Motion for Approval of Settlement and Dismissal with Prejudice (Doc. 20) is **GRANTED**.
4. Insofar as the Settlement Agreement addresses Plaintiff's FLSA claims, and as amended by this Court, it is **APPROVED**.
5. This case is **DISMISSED with prejudice**.
6. The Clerk is directed to close this case.

DONE and **ORDERED** in Orlando, Florida on January 25, 2018.



CARLOS E. MENDOZA
UNITED STATES DISTRICT JUDGE

Copies furnished to:

Counsel of Record