

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION

FAUSTO CHACON,

Plaintiff,

v.

Case No: 6:16-cv-1828-Orl-41GJK

**ROMANOFF FLOOR COVERING, INC
and RAYMOND G VILLARD,**

Defendants.

ORDER

THIS CAUSE is before the Court on Plaintiff's Motion to Dismiss Defendant Raymond G. Villard ("Motion to Dismiss," Doc. 103). In the unopposed Motion to Dismiss, Plaintiff states that he no longer wishes to pursue his claims against Defendant Raymond G. Villard and seeks dismissal pursuant to Federal Rule of Civil Procedure 41(a)(2). Consequently, the Court will grant Plaintiff's Motion to Dismiss, and the claims asserted against Defendant Raymond G. Villard will be dismissed without prejudice.

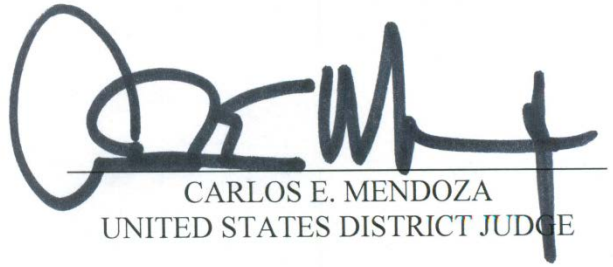
This cause is also before the Court on Plaintiff and Defendant Romanoff Floor Covering, Inc.'s Motion to Review and Approve Settlement and Dismiss Action with Prejudice as to Romanoff Floor Covering Inc. Only ("Motion to Approve Settlement," Doc. 96). United States Magistrate Judge Gregory J. Kelly submitted a Report and Recommendation (Doc. 102), recommending that the Court grant in part and deny in part the Motion to Approve Settlement. Plaintiff and Romanoff Floor Covering, Inc. subsequently filed a joint Notice of Non-Objection (Doc. 104).

After a *de novo* review, the Court agrees with the analysis in the Report and Recommendation. Additionally, to the extent the Settlement Agreement purports to allow the parties to subsequently modify the Agreement, (*see* Doc. 96-1 ¶ 9), that language will be stricken. Pursuant to *Lynn's Food Stores, Inc. v. United States*, 679 F.2d 1350, 1355 (11th Cir. 1982), any future modifications to the Settlement Agreement are unenforceable absent judicial approval.

It is therefore **ORDERED** and **ADJUDGED** as follows:

1. The Report and Recommendation (Doc. 102) is **ADOPTED** and **CONFIRMED** as set forth herein.
2. Pursuant to the severability clause in the Settlement Agreement (Doc. 96-1 ¶ 8), the general release (*id.* ¶ 3.b.) and the confidentiality provision (*id.* ¶ 7) are **STRICKEN** from the Agreement. To the extent the modification provision (*id.* ¶ 9) purports to allow the Settlement Agreement to be modified without Court approval, it is also **STRICKEN**.
3. Plaintiff and Defendant Romanoff Floor Covering Inc.'s Motion to Review and Approve Settlement and Dismiss Action with Prejudice as to Romanoff Floor Covering Inc. Only (Doc. 96) is **GRANTED in part** and **DENIED in part**. The Settlement Agreement (Doc. 96-1), as amended by this Court, is **APPROVED**, and the claims asserted against Defendant Romanoff Floor Covering Inc. are **DISMISSED with prejudice**. The Motion is **DENIED** in all other respects.
4. Plaintiff's Motion to Dismiss Defendant Raymond G. Villard (Doc. 103) is **GRANTED**. The claims asserted against Defendant Raymond G. Villard are **DISMISSED without prejudice**.
5. The Clerk is directed to close this case.

DONE and **ORDERED** in Orlando, Florida on June 7, 2018.



CARLOS E. MENDOZA
UNITED STATES DISTRICT JUDGE

Copies furnished to:

Counsel of Record
Unrepresented Parties