

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION

BRIAN DREASHER,

Plaintiff,

v.

Case No: 6:17-cv-1288-Orl-41TBS

**PAUL E. WALSH TRUCKING, INC.
and PAUL WALSH,**

Defendants.

ORDER

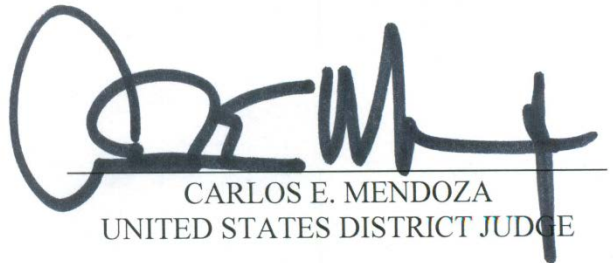
THIS CAUSE is before the Court on the parties' Joint Motion for Approval of Settlement ("Motion," Doc. 19). United States Magistrate Judge Thomas B. Smith submitted a Report and Recommendation ("R&R," Doc. 22), recommending that the Court grant the Motion, approve the Settlement Agreements (Doc. 19-1), and dismiss this case. The parties have filed a Joint Notice of Non-Objection (Doc. 23).

After a *de novo* review of the record, this Court agrees with the analysis in the R&R with one caveat: to the extent the Settlement Agreements purport to allow the parties to subsequently modify the Agreement, (*see* Doc. 19-1 at 7, 15, 23 ("This Agreement may not be modified, altered, or changed except upon express written consent of all Parties wherein specific reference is made to this Agreement.")), 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 Agreements are unenforceable absent judicial approval.

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

1. The Report and Recommendation (Doc. 22) is **ADOPTED** and **CONFIRMED** as set forth herein.
2. To the extent the modification provision in each Agreement (Doc. 19-1 at 7, 15, 23) purports to allow the Settlement Agreement to be modified without Court approval, it is **STRICKEN**.
3. The parties' Joint Motion for Approval of Settlement (Doc. 19) is **GRANTED**; the Settlement Agreements, as amended by this Court, are **APPROVED**; and this case is **DISMISSED with prejudice**.
4. The Clerk is directed to close this case.

DONE and **ORDERED** in Orlando, Florida on February 22, 2018.



CARLOS E. MENDOZA
UNITED STATES DISTRICT JUDGE

Copies furnished to:

Counsel of Record