

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION

RUDRUNATH RAMKUMAR,

Plaintiff,

v.

Case No: 6:17-cv-1438-Orl-41TBS

**COMPANION ANIMAL PRODUCTS,
INC. and TERENCE L. MCGLASHAN,**

Defendants.

ORDER

THIS CAUSE is before the Court on the parties' Joint Motion for Approval of Settlement ("Motion," Doc. 30). United States Magistrate Judge Thomas B. Smith submitted a Report and Recommendation (Doc. 31), recommending that the Court grant the Motion and approve the parties' settlement agreement, with some deletions. The parties filed a joint Notice of Non-Objection (Doc. 32).

Judge Smith recommends that pursuant to the severability clause contained in the Settlement Agreement (Doc. 30-1 ¶ 9), the Court delete the broad definition of Defendants, (*id.* ¶ 1 (providing that the definition of Defendants includes "each and every officer, director, employee, agent, parent corporation or subsidiary, affiliate or division, its successors, assigns, beneficiaries, servants, legal representatives, insurers and heirs")), and the confidentiality clause, (*id.* ¶ 5). For the reasons articulated in the Report and Recommendation, this Court agrees.

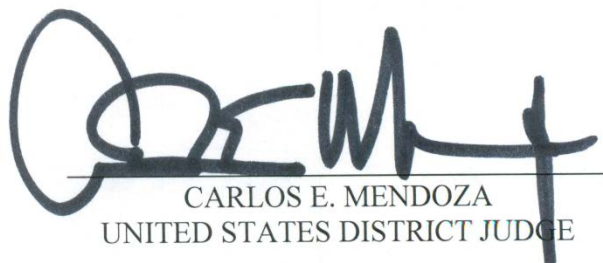
Judge Smith also recommends that the Court approve the general release contained in the Agreement. Apart from releasing the pending Fair Labor Standards Act ("FLSA") claims, the parties appear to have separately agreed to a general release, thereby releasing a myriad of non-pending claims. (Doc. 30-1 ¶ 4). In exchange for this general release, Plaintiff is to receive

\$500.00—consideration which is separate from that being given in exchange for the settlement of Plaintiff's FLSA claims. (Doc. 30 at 3). 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 general release agreement.

After a *de novo* review, the Court agrees with the analysis in the Report and Recommendation as set forth herein. It is therefore **ORDERED** and **ADJUDGED** as follows:

1. To the extent that it is consistent with this Order, the Report and Recommendation (Doc. 31) is **ADOPTED** and **CONFIRMED** and made a part of this Order.
2. The definition of Defendants, (Doc. 30-1 ¶ 1), and the confidentiality clause, (*id.* ¶ 5), are **STRICKEN** from the Agreement.
3. The parties' Joint Motion for Approval of Settlement (Doc. 30) is **GRANTED**; the Settlement Agreement (Doc. 30-1), as amended by this Court, is **APPROVED**; and this case is **DISMISSED with prejudice**.
4. The Clerk is directed to close this case.

DONE and **ORDERED** in Orlando, Florida on April 30, 2018.



CARLOS E. MENDOZA
UNITED STATES DISTRICT JUDGE

Copies furnished to:

Counsel of Record