

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
FORT MYERS DIVISION

REINALDO MANSO,

Plaintiff,

v.

Case No: 2:18-cv-283-FtM-38MRM

D. & R. GRANITE AND MARBLE,
LLC and RONALD BOFFIL,

Defendants.

ORDER¹

Before the Court is United States Magistrate Judge Mac R. McCoy's Report and Recommendation ("R&R") ([Doc. 23](#)), recommending that the parties' Renewed Joint Motion for Approval of Settlement ([Doc. 21](#)) be granted with modifications. No party has objected to the R&R, and the period to do so has lapsed. This matter is ripe for review.

After conducting a careful and complete review of the findings and recommendations, a district judge may accept, reject, or modify the magistrate judge's report and recommendation. [28 U.S.C. § 636\(b\)\(1\)](#); [Williams v. Wainwright](#), 681 F.2d 732 (11th Cir. 1982). In the absence of specific objections, there is no requirement that a district judge review factual findings *de novo*, and the court may accept, reject, or modify

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the findings in whole or in part. [28 U.S.C. § 636\(b\)\(1\)](#); [Garvey v. Vaughn](#), 993 F.2d 776, 779 n.9 (11th Cir. 1993). The district judge reviews legal conclusions *de novo*, even in the absence of an objection. [Cooper-Houston v. Southern Ry. Co.](#), 37 F.3d 603, 604 (11th Cir. 1994).

Here, Judge McCoy recommends that the parties' Joint Motion be granted, but with modifications to the proposed settlement. ([Doc. 23](#)). Judge McCoy recommends that the Court invoke the Proposed Settlement Agreement's Severability clause to sever and strike the Non-Disparaging Remarks provision and the language about the indefinite retention of jurisdiction by this Court. After conducting an independent examination of the file and on consideration of Judge McCoy's findings and recommendations, the Court accepts the R&R.

Accordingly, it is now


ORDERED:

The Report and Recommendation ([Doc. 23](#)) is **ACCEPTED and ADOPTED** and the findings are incorporated herein.

1. The Settlement Agreement ([Doc. 21-1](#)) are **severed and stricken**: (a) the Non-Disparaging Remarks provision ([Doc. 21-1 at 2 ¶ 8](#)); and (b) the language, "with the court retaining jurisdiction to enforce the terms of this agreement" ([Doc. 21-1 at 1 ¶ 3](#)).
2. The Parties' Renewed Joint Motion for Approval of Settlement ([Doc. 21](#)) is **GRANTED** subject to the modifications, and the Settlement Agreement is **approved** as modified.

3. The Clerk is **DIRECTED** to **DISMISS with prejudice** this action, terminate all pending motions, and close the file.

DONE and **ORDERED** in Fort Myers, Florida this 18th day of October, 2018.


SHERI POLSTER CHAPPELL
UNITED STATES DISTRICT JUDGE

Copies: All Parties of Record