

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION

JOSE VAZQUEZ,

Plaintiff,

v.

Case No: 6:18-cv-1288-Orl-41TBS

STRADA SERVICES INC.,

Defendant.

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ORDER

THIS CAUSE is before the Court on the parties' Joint Motion to Approve Settlement and to Dismiss with Prejudice. ("Joint Motion," Doc. 29). United States Magistrate Judge Thomas B. Smith submitted a Report and Recommendation ("R&R," Doc. 32), in which he recommends granting the Joint Motion and approving the Settlement Agreement (Doc. 29-1). Judge Smith originally questioned two provisions in the Settlement Agreement regarding the settlement amount and whether the agreement shifted tax obligations, and he ordered the parties to address these concerns. (*See* Feb. 1, 2019 Order, Doc. 30, at 1). The parties filed Joint Response (Doc. 31) that sufficiently addressed Judge Smith's concerns.

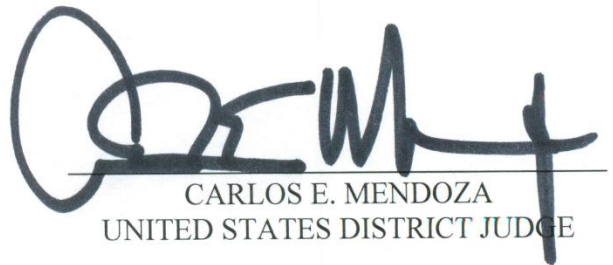
After a *de novo* review of the record, and noting that the parties filed a Joint Notice of Non-Objection (Doc. 33), this Court agrees with the analysis in the R&R with one caveat: to the extent the Settlement Agreement purports to allow the parties to subsequently modify the Agreement, (*see* Doc. 29-1 at ¶ 10 ("This Agreement may not be amended, modified, altered, or changed, except by written agreement which is both signed by all parties and which makes specific reference 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 modification to the Settlement Agreement is unenforceable absent judicial approval.

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

1. The Report and Recommendation (Doc. 32) is **ADOPTED** and **CONFIRMED** and made a part of this Order.
2. To the extent that the modification or amendment provision in the Agreement (Doc. 29-1 at ¶ 10) purports to allow the Settlement Agreement to be modified without Court approval, it is **STRICKEN**.
3. The Joint Motion to Approve Settlement and to Dismiss with Prejudice (Doc. 29) is **GRANTED**, and the parties' Settlement Agreement (Doc. 29-1), as amended by this Court, is **APPROVED**.
4. This case is **DISMISSED with prejudice**.
5. The Clerk is directed to close this case.

DONE and **ORDERED** in Orlando, Florida on March 4, 2019.



CARLOS E. MENDOZA
UNITED STATES DISTRICT JUDGE

Copies furnished to:

Counsel of Record