

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION

BERNADETTE HENNAN,

Plaintiff,

v.

Case No: 6:18-cv-1459-Orl-41GJK

PEGASUS RESIDENTIAL, LLC,

Defendant.

ORDER

THIS CAUSE is before the Court on the parties' Joint Motion Requesting Approval of Settlement ("Joint Motion," Doc. 17). United States Magistrate Judge Gregory J. Kelly submitted a Report and Recommendation ("R&R," Doc. 18), in which he recommends granting the Joint Motion, approving the settlement, and dismissing the case with prejudice. (Doc. 18 at 6). Judge Kelly found that Plaintiff will receive full compensation of her Fair Labor Standards Act ("FLSA") claim and that the amount of attorney's fees and costs to be paid to Plaintiff's counsel to be reasonable and negotiated separately, without regard to the amount paid to Plaintiff for her FLSA claims. (*Id.* at 5–6). The parties have filed a Joint Notice of No Objection to the Magistrate Judge's Report and Recommendation (Doc. 19).

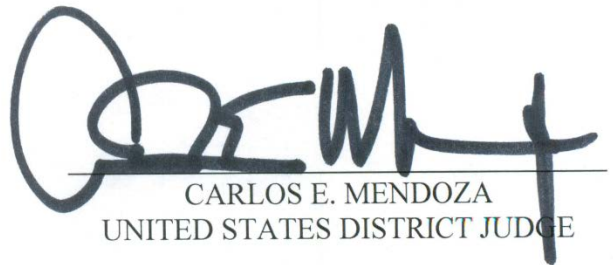
After a *de novo* review of the record, this Court agrees with the analysis in the R&R with one caveat: to the extent the Settlement Agreement purports to allow the parties to subsequently modify the Agreement, (*see* Doc. 17-1 at 5 ("Any change, modification or waiver of any provision of this Agreement must be in writing and signed by Employee and Employer.")), 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 is unenforceable absent judicial approval.

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

1. The Report and Recommendation (Doc. 18) is **ADOPTED** and **CONFIRMED** and made a part of this Order.
2. To the extent the modification provision in the Agreement (Doc. 17-1 at 5) purports to allow the Settlement Agreement to be modified without Court approval, it is **STRICKEN**.
3. The Joint Motion Requesting Approval of Settlement (Doc. 17) is **GRANTED**, and the parties' Settlement Agreement 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 November 20, 2018.



CARLOS E. MENDOZA
UNITED STATES DISTRICT JUDGE

Copies furnished to:

Counsel of Record