

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION**

MAYRA ALDECOA,

Plaintiff,

v.

Case No: 6:16-cv-404-Orl-40KRS

GREWAL ENTERPRISES, INC.,

Defendant.

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ORDER

This cause is before the Court on the Renewed Joint Motion for Approval of the Settlement and Dismissal of Claims with Prejudice (Doc. 24) filed on October 3, 2016. The United States Magistrate Judge has submitted a report recommending that the motion be denied. However, the United States Magistrate Judge alternatively recommended that if the Court determines that the amount to be paid to Aldecoa's attorneys is reasonable, that the Court determine whether any of the provisions of the Settlement Agreement render the settlement unfair under *Lynn's Food* for the reasons stated in the Report and Recommendation. (Doc. 25).

After an independent *de novo* review of the record in this matter, and noting that a Notice of Non-Objection¹ (Doc. 26) was filed, the Court agrees partially with the findings of fact and conclusions of law in the Report and Recommendation.

¹ The Notice of Non-Objection states Plaintiff has no objection to the Report and Recommendation regarding the Renewed Joint Motion for Approval of Settlement Agreement filed on October 3, 2016 (Doc. 24) which suggests the Court strike the portion of the Settlement Agreement which allows the parties to modify the Agreement in writing and adopting the remainder of the Agreement as Fair and Reasonable.

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

1. The Report and Recommendation filed October 26, 2016 (Doc. 25), is **ADOPTED** and **CONFIRMED in part** and made a part of this Order.
2. The language allowing subsequent written modification of the Settlement Agreement from paragraph 16 of the agreement is **STRICKEN**.
3. The Court **FINDS** the settlement agreement of the FLSA claim, as modified, is a fair and reasonable resolution of a bona fide dispute over FLSA provisions, *Lynn's Food Stores*, 679 F.2d at 1354.
4. The Renewed Joint Motion for Approval of the Settlement and Dismissal of Claims with Prejudice (Doc. 24) is **GRANTED in part**. The Court declines to reserve jurisdiction to enforce the Settlement Agreement.
5. Counsel for Aldecoa is **PROHIBITED** from withholding any of the amounts payable to Aldecoa under the Settlement Agreement.
6. The case is **DISMISSED with prejudice**.
7. The Clerk is **DIRECTED** to close the file.

DONE AND ORDERED in Orlando, Florida on December 6, 2016.


PAUL G. BYRON
UNITED STATES DISTRICT JUDGE

Copies furnished to:

Counsel of Record
Unrepresented Parties