

UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA  
ORLANDO DIVISION

**ELVIN ROMAN and VICTOR  
SANCHEZ,**

**Plaintiffs,**

**v.**

**Case No: 6:16-cv-969-Orl-41DCI**

**FSC CLEARWATER, LLC and FSC  
CLEARWATER II, LLC,**

**Defendants.**

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**ORDER**

THIS CAUSE is before the Court on the parties' Third Renewed Joint Motion to Approve FLSA Settlement (Doc. 35). United States Magistrate Judge Daniel C. Irick submitted a Report and Recommendation ("R&R," Doc. 36), recommending that the Court strike the confidentiality provision of the Settlement Agreement ("Agreement") and approve the remainder of the Agreement.<sup>1</sup> Thereafter, the parties filed a Joint Notice of No Objection (Doc. 37).


After a *de novo* review and noting that no objections were timely filed, the Court agrees with the analysis in the R&R. Therefore, it is **ORDERED** and **ADJUDGED** as follows:

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<sup>1</sup> 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. In exchange for this general release, each plaintiff is to receive \$100.00—consideration which is separate from that being given in exchange for the settlement of Plaintiffs' FLSA claims. 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 \*3 (M.D. Fla. May 20, 2015). Accordingly, this Court does not express an opinion as to the validity of the general release agreement.

1. The Report and Recommendation (Doc. 36) is **ADOPTED** and **CONFIRMED** and made a part of this Order.
2. The confidentiality provision is **STRICKEN** from the Agreement.
3. The parties' Third Renewed Joint Motion to Approve FLSA Settlement (Doc. 35) is **GRANTED**; the parties' Fair Labor Standards Act Settlement Agreement, as amended, 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 May 1, 2017.



CARLOS E. MENDOZA  
UNITED STATES DISTRICT JUDGE

Copies furnished to:

Counsel of Record