

UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA  
ORLANDO DIVISION

**MICHAEL ROSADO,**

**Plaintiff,**

v.

**Case No: 6:16-cv-1060-Orl-41KRS**

**MELAO BAKERY LLC,**

**Defendant.**

\_\_\_\_\_ /

**ORDER**

THIS CAUSE is before the Court on the parties' Renewed Joint Motion for Approval of Settlement Agreement and Dismissal with Prejudice (Doc. 24). United States Magistrate Judge Karla R. Spaulding issued a Report and Recommendation ("R&R," Doc. 25). In the R&R, Judge Spaulding indicated that the parties' Settlement Agreement contains a broad general release, for which Plaintiffs will receive separate consideration. (*See* Settlement Agreement, Doc. 24, at p. 11 ¶ 3). Acknowledging that judges in this district have different opinions about whether broad general release clauses supported by separate consideration pass muster under *Lynn's Food Stores, Inc. v. United States*, 679 F.2d 1350 (11th Cir. 1982), Judge Spaulding recommended that this Court either deny or approve the motion, depending on this Court's opinion on the matter. (Doc. 25 at 4–6, 8). Additionally, Judge Spaulding recommends that the confidentiality, waiver of future eligibility for employment with Defendant, and modification provisions be severed pursuant to the severability provision. (*Id.* at 6–8).

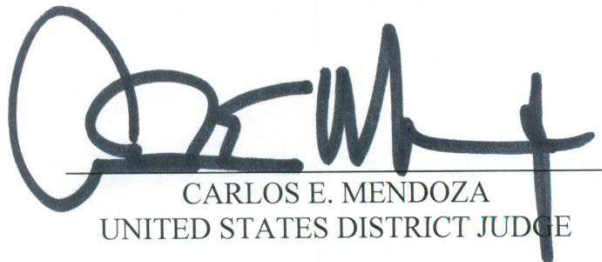
"[T]he release of non-FLSA claims is generally not subject to judicial scrutiny." *Shearer v. Estep Const., Inc.*, No. 6:14-cv-1658-Orl-41GJK, 2015 WL 2402450, at \*3 (M.D. Fla. May 20, 2015). Therefore, this Court does not express an opinion as to the validity of the general release

agreement. After a *de novo* review of the record in this matter and noting that no objections were timely filed, this Court otherwise agrees with the analysis in the R&R.

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

1. To the extent that it is consistent with this Order, the Report and Recommendation (Doc. 25) is **ADOPTED** and **CONFIRMED** and made a part of this Order.
2. The waiver of future eligibility for employment provision, (Doc. 24 at p. 16 ¶ 5f), confidentiality provision, (*id.* at p. 17 ¶ 9), and modification provision, (*id.* at p. 19 ¶ 15), are **STRICKEN** from the Settlement Agreement.
3. The parties' Renewed Joint Motion for Approval of Settlement Agreement and Dismissal with Prejudice (Doc. 24) is **GRANTED in part**; the Settlement Agreement, as amended by this Court, 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 June 19, 2017.



CARLOS E. MENDOZA  
UNITED STATES DISTRICT JUDGE

Copies furnished to:

Counsel of Record