

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

**ASHLEY COOK,**

**Plaintiff,**

**v.**

**Case No: 6:17-cv-571-Orl-28KRS**

**STRETCH WINDERMERE, LLC,  
STRETCHZONE, INC. and MATT  
SEABERG,**

**Defendants.**

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**ORDER**

This Fair Labor Standard Act ("FLSA") case is before the Court on the parties' Joint Motion for Approval of Settlement (Doc. 28). The assigned United States Magistrate Judge has submitted a Report (Doc. 29) recommending that the motion be granted in part.

In her Report, Magistrate Judge Spaulding makes alternative recommendations relating to a release of claims provision contained in the settlement agreement. Judge Spaulding recommends granting the Joint Motion for Approval of Settlement in part if the Court agrees that the release of claims provision in the *Settlement Agreement and Release of Claims* (Doc. 28-1) does not undermine the fairness of the settlement, or, alternatively, denying the Joint Motion if the Court finds the release of claims does undermine the fairness of the settlement.

After a *de novo* review of the record, the parties' settlement agreement, the Report and Recommendation, and the parties' Joint Notice of Non-Objection to the Report and Recommendation (Doc. 30), the Court agrees that the amount of the settlement is fair and reasonable and that the amount of attorney's fees and costs to be paid to Plaintiff's counsel

is reasonable by virtue of the fact that these fees and costs were negotiated separately and without regard to Plaintiff's FLSA claim. The Court finds that the release is reasonable in that it is narrowly-tailored to any wage claims Plaintiff had arising from payment of wages during her employment with Defendants and does not represent an impermissible way to buy out other potential claims that are unrelated to the wages Plaintiff lawfully seeks.

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

1. The Report and Recommendation (Doc. 29) is **ADOPTED** and **CONFIRMED** and made a part of this Order.

2. The Joint Motion for Approval of Settlement (Doc. No. 28) is **GRANTED in part**.

3. The second sentence of paragraph 16 of the Settlement Agreement and Release of Claims<sup>1</sup> is **SEVERED**.

4. The Court finds that the parties' *Settlement Agreement and Release of Claims* (Doc. 28-1) is a fair and reasonable resolution of a bona fide dispute under the FLSA.

5. This case is dismissed with prejudice.

6. The Clerk of the Court is directed to close this file.

**DONE** and **ORDERED** in Orlando, Florida, on September 15, 2017.

  
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JOHN ANTOON II  
United States District Judge

Copies furnished to:

<sup>1</sup> This sentence reads as follows: "This Agreement may not be modified, altered, or changed except upon express written consent of all Parties wherein specific reference is made to this Agreement." Doc. 28-1, at 7, ¶ 16.

United States Magistrate Judge  
Counsel of Record  
Unrepresented Parties