

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF GEORGIA
AUGUSTA DIVISION

JOSEPH ASHWORTH et al.,

Plaintiffs,

v.

FLOUR ENTERPRISES, INC.
et al.,

Defendants.

*
*
*
*
*
*
*
*
*
*
*
*
*
*

CV 116-160

O R D E R

On April 3, 2017, Plaintiffs and Defendant Flour Enterprises, Inc. moved the Court for approval of their settlement in this case. (Doc. 41.) The Court denied that motion on April 19, 2017, because it contained a pervasive release. (Doc. 43.) These parties have now amended their settlement agreement and again ask for the Court's approval. (Doc. 44.)

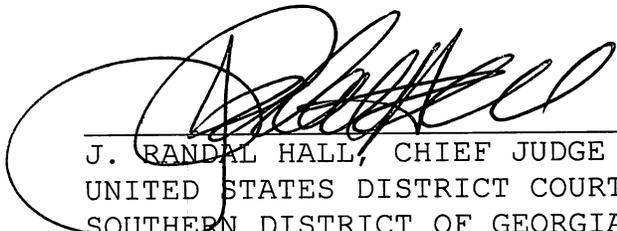
Under the new agreement,

Each Plaintiff releases and discharges any and all claims they may have under the FLSA, as well as for breach of contract (as alleged in Paragraph 42(b) of the Complaint), unjust enrichment (as alleged in Paragraph 42(c) of the Complaint), and any other claims which could have been brought relating to their pay or reimbursements while employed by Defendant or which necessarily should have been

brought as part of the claims asserted in the
Litigation.

(Doc. 44-1 at 5.) But as the Court stated in its prior order,
"an employer is not entitled to use a FLSA claim (a matter
arising from the employer's failing to comply with the FLSA) to
leverage a release from liability unconnected to the FLSA."
Webb v. CVS Caremark Corp., No. 5:11-CV-106(CAR), 2011 WL
6743284, at *3 (M.D. Ga. Dec. 23, 2011) (citation and internal
quotation marks omitted). Thus, because the parties' settlement
agreement releases Plaintiffs' claims of breach of contract and
unjust enrichment, their motion for settlement approval is
DENIED WITHOUT PREJUDICE.

ORDER ENTERED at Augusta, Georgia this 10th day of July,
2017.



J. RANDAL HALL, CHIEF JUDGE
UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF GEORGIA