

or bargaining between employer and employee.” *Silva v. Miller*, 307 Fed.Appx. 349, 351 (11th Cir. 2009) (quoting *Lynn's Food Stores, Inc. v. U.S. ex rel. U.S. Dept. of Labor*, 679 F.2d 1350, 1352 (11th Cir.1982)). Thus, “[o]nly two ways exist for the settlement or compromise of an employee FLSA claim: one is where an employee accepts payment supervised by the Secretary of Labor, [] the other is pursuant to ‘a stipulated judgment entered by a court which has determined that a settlement proposed by an employer and employees, in a suit brought by the employees under the FLSA, is a fair and reasonable resolution of a bona fide dispute over FLSA provisions.’” *Silva*, 307 Fed. Appx. at 351 (quoting *Lynn's Food Stores, Inc.*, 679 F 2d at 1354).

Plaintiffs did not inform the Court as to why they stipulate to the dismissal of defendant Critter Control, Inc. Therefore, the Court is without sufficient information to ascertain whether there has been a settlement or compromise of their FLSA claim against defendant Critter Control, Inc. or whether the stipulation is based on other grounds. Accordingly, the request to dismiss defendant Critter Control, Inc. cannot be granted at this time.

DONE and **ORDERED** this 15th day of October, 2012.

s / Kristi K DuBose
KRISTI K. DuBOSE
UNITED STATES DISTRICT JUDGE