

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLORADO  
Judge Raymond P. Moore**

Civil Action No.: 14-cv-00408-RM-BNB

RYAN CALDERON,

Plaintiff,

v.

ROOMLINX, INC.,

Defendant.

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**ORDER OF DISMISSAL WITH PREJUDICE**

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THIS MATTER is before the Court on the Parties' Joint Stipulated Motion for Approval of the Parties' Negotiated Settlement of this Case and for Dismissal with Prejudice ("Joint Motion") (ECF No. 21), and the Court being fully advised,

HEREBY FINDS as follows:

1. This is an action brought under the federal Fair Labor Standards Act, 29 U.S.C. §201, *et seq.* and Title VII of the Civil Rights Act of 1964, as amended in 1991. Plaintiff alleges Defendant owes him unpaid overtime compensation for certain hours worked. Plaintiff also has alleged retaliation claims under the FLSA and Title VII against the Defendant.

2. As detailed in the Joint Motion, the parties, represented by their respective counsel, engaged in good-faith, arm's length negotiations and have each reasonably compromised to settle all claims in this case.

3. Plaintiff, with the advice of counsel, has fully consented to and executed the final settlement agreement resolving all of the claims in this case.

4. Courts have held that settlements of FLSA actions such as this one require court approval. *Lynn's Food Stores, Inc. v. U.S.*, 679 F.2d 1350, 1353 (11th Cir. 1982); *Abeyra, et al. v. CF&I Steel, L.P.*, 1:11-cv-00663-RBJ, 2012 U.S. Dist. LEXIS 126166, \*9-10 (D. Colo. Sept. 5, 2012). Approval should be granted when: (a) the FLSA settlement is reached as a result of contested litigation; (b) a bona fide dispute exists between the parties; and (c) the settlement is fair and reasonable. *Lynn Food Stores*, 679 F.2d at 1354; *Abeyra*, at \*9-10.

5. The Court finds that the Settlement Agreement and Mutual Release into which the Parties have entered meets all of the above listed requirements and, additionally finds that the attorney fees, expenses and costs to be paid to Plaintiff's attorney pursuant to the settlement are reasonable under the circumstances.

Therefore, the Court ORDERS:

1. The Parties' Settlement Agreement and Mutual Release is hereby approved;
2. All claims of the Plaintiff in this case are hereby dismissed with prejudice on the merits, with the Parties to bear their own attorneys' fees and costs, except as otherwise set forth in the Settlement Agreement and Mutual Release.

DATED this 3<sup>rd</sup> day of September, 2014.

BY THE COURT:

A handwritten signature in black ink, appearing to read "Raymond P. Moore", is written over a horizontal line. The signature is fluid and cursive.

RAYMOND P. MOORE  
United States District Judge