

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
FORT MYERS DIVISION

MATHA W. BOGARD, JR.,

Plaintiff,

v.

Case No: 2:14-cv-225-FtM-38DNF

DOWNEAST AIR HEATING AND
COOLING, LLC,

Defendant.

ORDER¹

This matter comes before the Court on the Plaintiff Matha W. Bogard, Jr. and the Defendant, Downeast Air Heating and Cooling, LLC's Joint Stipulation of Settlement ([Doc. #15](#)) filed on July 2, 2014. In addition, the Parties filed their Joint Stipulation of Dismissal with Prejudice ([Doc. #16](#)) on July 2, 2014.

On June 25, 2014, Magistrate Judge Douglas Frazier directed the Parties to produce a copy of their FLSA settlement agreement for the Court's review pursuant to [Lynn's Food Stores, Inc. v. United States](#), 679 F.2d 1350, 1354-55 (11th Cir. 1982). In response to the Court's Order, the Parties have stipulated that the FLSA dispute was settled without compromise as the Plaintiff received his front and back wages in full. As such, there is a presumption that the settlement is a fair and reasonable resolution of a bona fide dispute over FLSA issues. See [Rotger v. Hotdog Heaven of Orlando, Inc.](#), 2011 WL 4946636 *2 (M.D. Fla.

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[September 23, 2011](#)) (noting that “[f]ull recompense is *per se* reasonable.”). As such, there is nothing for the Court to review and the case is due to be dismissed with prejudice.

In addition to the FLSA stipulation, the Parties filed a Rule 41(a) Stipulation of Dismissal. [Federal Rule of Civil Procedure 41\(a\)\(1\)\(A\)](#), allows a plaintiff to dismiss a case without a court order. The Rule reads in pertinent part:

- Subject to Rules 23(e), 23.1, 23.2 and 66 and any applicable federal statute, the plaintiff may dismiss an action without a court order by filing:
- (i) A notice of dismissal before the opposing party serves either an answer or a motion for summary judgment; or
 - (ii) A stipulation of dismissal signed by all parties who have appeared.

[Fed. R. Civ. P. 41\(a\)\(1\)\(A\)](#).

In this instance, the Plaintiff informs the Court that the Parties have settled the case and advises that the Parties stipulate to the dismissal of the Complaint with prejudice.

Accordingly, it is now **ORDERED**:

The Plaintiff Matha W. Bogard, Jr. and the Defendant, Downeast Air Heating and Cooling, LLC's Joint Stipulation of Settlement ([Doc. #15](#)) is **GRANTED**. The case is hereby **DISMISSED with prejudice**. The Clerk of the Court is directed to enter judgment accordingly, terminate any and all pending motions, and close the file.

DONE and **ORDERED** in Fort Myers, Florida this 7th day of July, 2014.


SHERI POLSTER CHAPPELL
UNITED STATES DISTRICT JUDGE

Copies: All Parties of Record