

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION

ANTONIO JACKSON,

Plaintiff,

v.

Case No. 6:16-cv-1615-Orl-37TBS

YOUR LOCATION LUBRICATION LLC,

Defendant.

ORDER

This cause is before the Court on the parties' Renewed Joint Motion for Approval of Settlement and Dismissal of Action *with Prejudice* as to Defendant Your Location Lubrication LLC and Incorporated Memorandum of Law (Doc. 20), filed December 28, 2016.

In actions brought directly by current and former employees against their employers for unpaid wages under the Fair Labor and Standards Act ("**FLSA**"), district courts must scrutinize any settlement "for fairness" before entering a stipulated judgment. *See Nall v. Mal-Motels, Inc.*, 723 F.3d 1304, 1306–07 (11th Cir. 2013); *see also Wolff v. Royal Am. Mgmt., Inc.*, 545 F. App'x 791, 793 (11th Cir. 2013). Specifically, the Court must determine that any settlement "is a fair and reasonable resolution of a bona fide dispute over FLSA provisions." *Lynn's Food Stores, Inc. v. U.S. ex rel. U.S. Dep't of Labor*, 679 F.2d 1350, 1355 (11th Cir. 1982).

The Court previously rejected the parties' proposed settlement agreement (Doc. 18-1 ("**First Agreement**")) because it contained an impermissible general release ("**GR Provision**"). (Doc. 19 ("**December 22 Order**").) The First Agreement was otherwise

acceptable. (*Id.*) The Court granted the parties leave to move for approval of an amended settlement agreement. (*Id.* at 3.)

The parties now seek approval of their amended settlement agreement (Doc. 20-1 (“**Amended Agreement**”)). (Doc. 20 (“**Renewed Motion**”).) Upon consideration, the parties have adequately addressed the deficiencies in the First Agreement in accordance with the Court’s December 22 Order. In particular, the parties have narrowed the GR Provision to release Defendant only from those claims “arising out of or under the FLSA” and represent that Plaintiff is not waiving his right to bring claims unrelated to the FLSA. (Doc. 20-1, p. 1.) As such, the Court finds that the Renewed Motion is due to be granted and that the Amended Agreement is due to be approved.

Accordingly, it is hereby **ORDERED AND ADJUDGED** that:

1. The parties’ Renewed Joint Motion for Approval of Settlement and Dismissal of Action *with Prejudice* as to Defendant Your Location Lubrication LLC and Incorporated Memorandum of Law (Doc. 20) is **GRANTED**.
2. The parties’ amended Settlement Agreement (Doc. 20-1) is **APPROVED**.
3. The action is **DISMISSED WITH PREJUDICE**.
4. The Clerk is **DIRECTED** to terminate all pending deadlines and close the file.

DONE AND ORDERED in Chambers in Orlando, Florida, on December 29, 2016.




ROY B. DALTON JR.
United States District Judge

Copies:

Counsel of Record