

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION

TREVOINE M. MCCLENDON,

Plaintiff,

v.

Case No. 6:17-cv-590-Orl-37DCI

J&A SECURITY SERVICES, LLC,

Defendant.

ORDER

Plaintiff previously asserted claims in this action for violations of the Fair Labor Standards Act (“FLSA”). (Doc. 1.) On May 1, 2017, Plaintiff filed a notice: (1) purporting to dismiss this action with prejudice; and (2) indicating that Defendant had agreed to pay him all amounts owed under the FLSA “in full, without compromise.” (Doc. 5 (“Notice”).) The Notice also represents that the parties agreed to the payment of attorney fees and costs separately. (*Id.*)

Accepting Plaintiff’s representations as true, there is no need for the Court to review a written settlement agreement. *Bonetti v. Embarq Mgmt. Co.*, 715 F. Supp. 2d 1222, 1226 n.6 (M.D. Fla. 2009) (indicating that a court need not review an FLSA settlement when the parties stipulate that the plaintiff’s claims will be paid in full, without compromise). Additionally, in light of Plaintiff’s representation that the parties resolved the payment of attorney fees separately from the amount paid to Plaintiff, the Court need not address the reasonableness of such fee. *Id.* at 1228.

Accordingly, it is **ORDERED AND ADJUDGED** as follows:

1. This action is **DISMISSED WITH PREJUDICE**.
2. The Clerk is **DIRECTED** to terminate all deadlines and close the file.

DONE AND ORDERED in Chambers in Orlando, Florida, on May 2, 2017.




ROY B. DALTON JR.
United States District Judge

Copies to:
Counsel of Record