

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA**

CASE NO. 11-23138-CIV-ROSENBAUM/SELTZER

PETRA ALEXANDER,

Plaintiff,

v.

HALL, FERGUSON AND HEWITT
MORTUARY, P.A., and TONY E.
FERGUSON,

Defendants.

_____ /

ORDER

This matter is before the Court upon a review of the case file. On December 11, 2012, the Court received a Mediation Report indicating that the parties had reached a settlement of this matter. D.E. 57. In light of the report, the Court hereby directs the parties to submit a stipulation for dismissal **within ten (10) calendar days** of the date of this Order so that the case file may be closed. If the parties would like the Court to retain jurisdiction for the limited purpose of enforcing the terms of the settlement, they must make the settlement agreement contingent upon the Court's retaining jurisdiction. *See Anago Franchising, Inc. v. Shaz, LLC*, 677 F.3d 1272 (11th Cir. 2012). Additionally, the parties shall expressly include notification to the Court in their Stipulation of Dismissal that the dismissal of the action is contingent upon the Court retaining jurisdiction to enforce the terms of the settlement agreement.

With respect to the claims that arise under the Fair Labor Standards Act, the parties are directed to file their settlement agreement for judicial review and approval. *See Lynn's Food Stores*,

Inc. v. United States, 679 F.2d 1350, 1352-53 (11th Cir. 1982) (any settlement, bargain, or other compromise resolving an FLSA claim must either be presented to the Secretary of Labor or scrutinized by the district court for fairness). The settlement agreement may not be filed under seal, unless extraordinary circumstances exist. *See Brown v. Advantage Eng'g Inc.*, 960 F.2d 1013, 1016 (11th Cir. 1992) (“Once a matter is brought before a court for resolution, it is no longer solely the parties’ case, but also the public’s case. Absent a showing of extraordinary circumstances . . . the court file must remain accessible to the public.”). The Court emphasizes that circumstances must be truly extraordinary to justify keeping the agreement from the public court file under seal.

DONE and ORDERED at Fort Lauderdale, Florida, this 11th day of December 2012.


ROBIN S. ROSENBAUM
UNITED STATES DISTRICT JUDGE

Copies to:
The Honorable Barry S. Seltzer
Counsel of record