

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION

KATHERINE ARTEAGA,

Plaintiff,

v.

Case No. 6:16-cv-2045-Orl-37TBS

STEAK N SHAKE OPERATIONS, INC.,

Defendant.

ORDER

Plaintiff initiated this action against her former employer alleging, among other things, that it failed to pay her overtime wages in violation of the Fair Labor Standards Act (“FLSA”). (Doc. 2.) The parties then unsuccessfully moved for approval of their settlement agreement under *Lynn’s Food Stores, Inc. v. United States ex rel. United States Department of Labor*, 679 F.2d 1350 (11th Cir. 1982). (See Docs. 20, 26.) In rejecting the parties’ second settlement agreement, the Court advised them of several options available to them under controlling law; one such option was to file a stipulation of dismissal without prejudice. (Doc. 28.) On November 28, 2017, the parties filed a joint stipulation of dismissal without prejudice pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(ii). (Doc. 29 (“**Stipulation**”).)

Rule 41(a) allows for dismissal of an action without court order subject to “any applicable federal statute.” In most cases, a stipulation [of dismissal] is self-executing and dismisses the case upon it becoming effective—that is, on “filing unless it explicitly

conditions its effectiveness on a subsequent occurrence.” *Love v. Wal-Mart Stores*, 865 F.3d 1322, 1325 (11th Cir. 2017) (quoting *Anago Franchising, Inc. v. Shaz, LLC*, 677 F.3d 1272, 1278 (11th Cir. 2012)). Here, the Stipulation provided no conditions to its effectiveness; so it became effective on filing.

FLSA cases are not most cases, and under *Lynn’s Food* resolution of FLSA claims generally requires judicial approval even where the parties have stipulated to dismissal under Rule 41. See *Dees v. Hydradry, Inc.*, 706 F. Supp. 2d 1227, 1247 (M.D. Fla. 2010). But courts have held that judicial approval is not required where parties stipulate to dismissal *without prejudice*. See *Farias v. Trade Secrets, LLC*, No. 6:14-cv-880-Orl-37GJK 2014 WL8771497, at *1 (M.D. Fla. Sept. 18, 2014); see also *Perez-Nunez v. N. Broward Hosp. Dist.*, 609 F. Supp. 2d 1319, 1320 (S.D. Fla. 2009).

In light of the Stipulation, no further action from the Court is required, and the Clerk is **DIRECTED** to close the file. The parties are reminded that absent judicial approval any settlement agreement is unenforceable.

DONE AND ORDERED in Chambers in Orlando, Florida, on November 29, 2017.




ROY B. DALTON JR.
United States District Judge

Copies to:
Counsel of Record