## UNITED STATES DISTRICT COURT MIDDLE DISTRICT OF FLORIDA FORT MYERS DIVISION

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v. Case No: 2:17-cv-318-FtM-38CM

THE LAUNDRY LADY, INC. and SCOTT A. GOULD,

Defendants.

## ORDER<sup>1</sup>

This matter comes before the Court on the Notice of Settlement (Doc. 30) and Joint Stipulation of Dismissal with Prejudice (Doc. 31). In June 2017, Plaintiff Soleidy Perez sued Defendants The Laundry Lady, Inc. and Scott A. Gould Masquerade for unpaid wages under the Fair Labor Standards Act ("FLSA"). (Doc. 1). The parties have since settled the FLSA claim in full, without comprises, and separately from attorney's fees and costs. (Doc. 30). The Court thus does not need to review and approve the settlement for fairness. See Lynn's Food Stores, Inc. v. U.S. Dep't of Labor, 679 F.2d 1350, 1352 (11th Cir. 1982); King v. My Online Neighborhood, Inc., No. 6:06-cv-435-Orl-22JGG, 2007 WL 737575, at \*3 (M.D. Fla. Mar. 7, 2007) ("Where the employer offers the plaintiff full compensation on his FLSA claim, no compromise is involved and judicial approval is not required." (citation omitted)). The parties also have stipulated to dismissing this case with

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prejudice and with each side to bear its own attorney's fees and costs. (Doc. 31). Their stipulated dismissal is effective upon filing. See Anago Franchising, Inc. v. Shaz, LLC, 677 F.3d 1272, 1278 (11th Cir. 2012). The Court thus dismisses this case with prejudice.

Accordingly, it is now

## **ORDERED:**

- (1) The Joint Stipulation of Dismissal with Prejudice (Doc. 31) is **GRANTED**.
- (2) The Clerk is **DIRECTED** to enter judgment accordingly, terminate all pending motions and deadlines, and close the file.

DONE and ORDERED in Fort Myers, Florida this 9th day of March 2018.

SHERI POLSTER CHAPPEL ' '

Copies: All Parties of Record