

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION

KATHLEEN PRACHT,

Plaintiff,

v.

Case No: 6:24-cv-856-LHP

PROVIDENCE PASS MINISTRIES,
LLC, JENNIFER DEL-GIUDICE and
WILLIAM DEL-GIUDICE,

Defendants

ORDER

This cause comes before the Court on a Joint Stipulation for Dismissal with Prejudice and Notice of Settlement. Doc. No. 45. Upon review, however, given that this case arises under the Fair Labor Standards Act (“FLSA”), the Court questions the propriety of the Stipulation.

Under *Lynn’s Food Stores, Inc. v. United States ex rel. United States Department of Labor*, 679 F.2d 1350, 1355 (11th Cir. 1982), “compromises of FLSA back wage or liquidated damage claims” are allowed under only two circumstances: (1) when the employer pays the wages in full and payment is supervised by the Department of Labor (“DOL”); or (2) “a stipulated judgment entered by a court which has

determined that a settlement proposed by an employer and employees, in a suit brought by the employees under the FLSA, is a fair and reasonable resolution of a bona fide dispute over FLSA provisions.”

Here, the Stipulation does not mention *Lynn’s Food*, does not address the compromise of any claims, and does not attach the parties’ settlement agreement. Doc. No. 45. If the parties still wish to pursue private resolution of Plaintiff’s FLSA claims, they do so at their peril with respect to enforcement. *See Dees v. Hydradry, Inc.*, 706 F. Supp. 2d 1227, 1237 (M.D. Fla. 2010). Alternatively, the parties may file an appropriate motion, attaching the settlement agreement for Court review and approval under *Lynn’s Food*.

Accordingly, it is **ORDERED** that:

1. If the parties wish to stipulate to dismissal of this case without Court approval of claims arising under the FLSA, and thus no ruling on the enforceability of the settlement, the parties shall file a joint notice on or before **December 23, 2024** stating that they wish to dismiss this case with prejudice.
2. Alternatively, if the parties wish the Court to review and approve their settlement agreement pursuant to *Lynn’s Foods*, then on or before **December 23, 2024**, they shall file a motion to approve their settlement agreement along with a fully executed copy of their settlement agreement.

DONE and ORDERED in Orlando, Florida on December 9, 2024.

Handwritten signature of Leslie Hoffman Price in blue ink.

LESLIE HOFFMAN PRICE
UNITED STATES MAGISTRATE JUDGE

Copies furnished to:

Counsel of Record
Unrepresented Parties