

Nos. 25-13991, 25-13994, 25-14001, 25-14002, 25-14003, 25-14004,
25-14005, 25-14006, 25-14007, 25-14008, 25-14009

**UNITED STATES COURT OF APPEALS
FOR THE ELEVENTH CIRCUIT**

COREY ADAMS, BRYAN ARNOLD, KEITH BRADLEY, SABRINA
HILL, GARY KIRK, THANH LE, TOM MOELLER, IESHA PRATHER,
MARIA SIMMONS, SHEKENA TALLEY, AND STEPHEN WILSON,
Plaintiff-Appellants-Cross Appellees,

v.

WAL-MART ASSOCIATES, INC.,
Defendant-Appellee-Cross Appellant.

Appeal from the U.S. District Court for the
Northern District of Georgia

**BRIEF FOR AMICUS CURIAE PUBLIC CITIZEN
IN SUPPORT OF AFFIRMANCE**

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25-14005, 25-14006, 25-14007, 25-14008, 25-14009
*Maria Simmons v. Wal-Mart Associates, Inc.***

**CERTIFICATE OF INTERESTED PERSONS AND
CORPORATE DISCLOSURE STATEMENT**

Pursuant to Local Rule 26.1-2, the following parties, not identified in the earlier-filed briefs, have an interest in the outcome of this appeal:

- Public Citizen, Inc. – Amicus Curiae
- Public Citizen Litigation Group – law firm for Public Citizen, Inc.
- Adina H. Rosenbaum – counsel for Public Citizen, Inc.
- Allison M. Zieve – counsel for Public Citizen, Inc.

Undersigned counsel is not aware of any publicly traded company except for Walmart (WMT) that has an interest in the outcome of this appeal.

Pursuant to Federal Rule of Appellate Procedure 26.1, the undersigned counsel certifies that amicus curiae Public Citizen, Inc. is a nonprofit, non-stock corporation. It has no parent corporation, and no publicly held corporation has an ownership interest in it.

/s/ Adina H. Rosenbaum
Adina H. Rosenbaum

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INTEREST OF AMICUS CURIAE¹

Public Citizen is a non-profit consumer-advocacy organization with members in all 50 states. Since its founding in 1971, Public Citizen has worked for enactment and enforcement of laws protecting consumers, workers, and the general public. Public Citizen frequently appears as amicus to protect consumer and worker interests in the Supreme Court and federal courts of appeals.

Public Citizen has a longstanding interest in ensuring that procedural rules are not used to undermine consumers' and workers' substantive rights. Public Citizen is filing this brief because, if accepted by this Court, the parties' argument that they can settle and dismiss Fair Labor Standards Act (FLSA) claims without court approval through a Rule 41(a)(1)(A)(ii) stipulation of dismissal without prejudice would erode the FLSA's protections. Specifically, it would provide a mechanism by which employers would be able to take advantage of the

¹ All parties have consented to the filing of this brief. No party's counsel authored this brief in whole or in part, and no party or party's counsel made a monetary contribution to fund the preparation or submission of this brief. No person or entity other than Public Citizen made a monetary contribution to the preparation or submission of this brief.

“great inequalities in bargaining power between employers and employees” to coerce employees into compromising their FLSA rights. *Lynn’s Food Stores, Inc. v. United States*, 679 F.2d 1350, 1352 (11th Cir. 1982).

STATEMENT OF THE ISSUE

Whether FLSA claims that are resolved through a settlement can be disposed of without court approval through a Rule 41(a)(1)(A)(ii) stipulation of dismissal without prejudice.

SUMMARY OF ARGUMENT

To ensure that employers do not coerce employees into waiving their right to fair pay, “FLSA rights cannot be abridged by contract or otherwise waived.” *Barrentine v. Arkansas-Best Freight Sys., Inc.*, 450 U.S. 728, 740 (1981). Accordingly, this Court long ago established that FLSA claims can only be settled with Department of Labor (DOL) supervision or court approval.

In these consolidated cases, employees brought claims under the FLSA alleging that they were not paid for overtime work. After the parties in each case reached an agreement in principle to settle, they filed joint stipulations to dismiss under Federal Rule of Civil Procedure

41(a)(1)(A)(ii). The district court then required them to provide information to enable it to conduct a fairness review of the settlements.

Despite the well-established caselaw requiring court approval of attempts to compromise FLSA claims, the parties appeal, arguing that Rule 41(a)(1)(A)(ii) stipulations divest the district court of jurisdiction. But although Rule 41(a)(1)(A)(ii) stipulations are generally self-executing, the terms of the rule operate “subject to ... any applicable federal statute.” Fed. R. Civ. P. 41(a)(1)(A). The FLSA’s restrictions on compromising claims make it an “applicable federal statute.” And the fact that the parties stipulated to dismissal without prejudice does not eliminate the requirement of either DOL supervision or court approval of FLSA settlements. The stipulations are part of the parties’ resolution of the FLSA claims, and the statute of limitations will prevent the claims from being refiled.

The parties cannot use Rule 41(a)(1)(A)(ii) to evade the requirements for settling FLSA claims. The Court should affirm.

ARGUMENT

I. Parties cannot settle and dismiss FLSA claims without the district court's approval.

Congress enacted the FLSA “to protect all covered workers from substandard wages and oppressive working hours.” *Barrentine*, 450 U.S. at 739. The law was designed to ensure that each covered employee receives “a fair day’s pay for a fair day’s work and would be protected from the evil of overwork as well as underpay.” *Id.* (cleaned up). “To accomplish this purpose standards of minimum wages and maximum hours were provided.” *Brooklyn Savs. Bank v. O’Neil*, 324 U.S. 697, 707 (1945).

Because of the “inequality of bargaining power” between employers and employees, employees cannot waive their right to a minimum wage and overtime pay under the Act. *Id.* at 708; *see Barrentine*, 450 U.S. at 740 (“[The Supreme] Court’s decisions interpreting the FLSA have frequently emphasized the nonwaivable nature of an individual employee’s right to a minimum wage and to overtime pay under the Act.”). “FLSA rights cannot be abridged by contract or otherwise waived because this would ‘nullify the purposes’ of the statute and thwart the

legislative policies it was designed to effectuate.” *Barrentine*, 450 U.S. at 740 (quoting *Brooklyn Savs.*, 324 U.S. at 707).

Based on the recognition that FLSA rights cannot be waived, courts since the FLSA’s earliest days have recognized that the statute places restrictions on settling or releasing claims. *See, e.g., Brooklyn Savs.*, 324 U.S. at 704 (holding that, at least in the absence of a bona fide dispute over liability, employees cannot release their FLSA rights to statutory wages or liquidated damages); *D.A. Schulte, Inc. v. Gangi*, 328 U.S. 108, 114 (1946) (holding that employees cannot bargain away wages and liquidated damages in the settlement of a bona fide dispute over the FLSA’s coverage). In *Gangi*, however, the Supreme Court suggested that employees might be able to settle FLSA claims through stipulated judgments subject to judicial scrutiny. 328 U.S. at 113 n.8. And three years later, Congress added a specific method by which employees can waive FLSA claims: by accepting payments under the supervision of the Secretary of Labor. *See* 29 U.S.C. § 216(c).

In light of precedent and congressional action, this Court has long held that there “are only two ways in which back wage claims arising under the FLSA can be settled or compromised by employees.” *Lynn’s*

Food, 679 F.2d at 1352. “First, under section 216(c), the Secretary of Labor is authorized to supervise payment to employees of unpaid wages owed to them. An employee who accepts such a payment supervised by the Secretary thereby waives his right to bring suit for both the unpaid wages and for liquidated damages[.]” *Id.* at 1353. Second, “[w]hen employees bring a private action for back wages under the FLSA, and present to the district court a proposed settlement, the district court may enter a stipulated judgment after scrutinizing the settlement for fairness.” *Id.*; see also *Nall v. Mal-Motels, Inc.*, 723 F.3d 1304, 1307 (11th Cir. 2013) (reaffirming *Lynn’s Food* and confirming that it applies to former employees).

Lynn’s Food resolves this case. The parties are seeking to settle the employees’ FLSA claims and, as part of that settlement, dispose of their FLSA claims. Absent supervision by the Secretary of Labor, however, there is “only [one] route for compromise of FLSA claims”: “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.” *Lynn’s Food*, 679 F.2d at 1353, 1355.

Thus, here, where the settlements were not supervised by DOL, court approval is necessary for the parties to dispose of their FLSA claims.

II. The filing of Rule 41(a)(1)(A)(ii) stipulations of dismissal without prejudice does not eliminate the requirement of court approval.

A. Filing Federal Rule of Civil Procedure 41(a)(1)(A)(ii) stipulations of dismissal without prejudice does not allow parties to avoid the requirement that the court approve the disposition of FLSA claims. Although dismissals under Rule 41(a)(1) are generally “self-executing” and divest the district court of jurisdiction, *Anago Franchising, Inc. v. Shaz, LLC*, 677 F.3d 1272, 1278 (11th Cir. 2012), the rule is “[s]ubject to Rules 23(e), 23.1(c), 23.2, and 66”—rules that require court approval of settlements or provide that an action may be dismissed only by court order—“and any applicable federal statute.” Fed. R. Civ. P. 41(a)(1)(A). Because the FLSA requires court approval of settlements, it is an “applicable federal statute” and dismissals under Rule 41(a)(1) are “[s]ubject to” its approval requirements. Fed. R. Civ. P. 41(a)(1)(A); *see Cheeks v. Freeport Pancake House, Inc.*, 796 F.3d 199, 206 (2d Cir. 2015) (holding that the FLSA is an “applicable federal statute”); *O’Neal v. Am. Shaman Franchise Sys., Inc.*, 166 F.4th 1274, 1287 (11th Cir. 2026)

(Rosenbaum, J., concurring) (explaining that this is the best reading of Rule 41 and this Court’s precedents).

The parties note that the FLSA’s judicial-approval requirement is not expressly stated in the statute’s text. Parties’ Br. 26. A “judicial construction of a statute,” however, “is an authoritative statement of what the statute mean[s].” *Fernandez v. United States*, 114 F.4th 1170,-1180 (11th Cir. 2024) (quoting *Rivers v. Roadway Express, Inc.*, 511 U.S. 298, 312–13 (1994)). Because this Court has interpreted the FLSA to require DOL supervision or court approval of settlements, those requirements are part of the FLSA.

For this reason, this case is unlike *Smith v. Williams*, 67 F.4th 1139, 1140 (11th Cir. 2023). There, the district court held that allowing a prisoner to voluntarily dismiss his case under Rule 41(a)(1)(A), after a magistrate judge had recommended that the case be dismissed for failure to state a claim, would be contrary to the purposes of the “three-strikes provision” in the Prison Litigation Reform Act (PLRA). On appeal, this Court held “that the district court erred by invoking the PLRA’s purposes to trump [the plaintiff’s] clear right to voluntarily dismiss the action under Rule 41.” *Id.* “[C]ourts should generally not depart from the usual

practice under the Federal Rules on the basis of perceived policy concerns,” the Court explained. *Id.* at 1141 (citation omitted). And the Court found “no language in the PLRA purporting to limit or condition a plaintiff’s right to voluntarily dismiss an action ‘without a court order’ under Rule 41(a) in the prisoner-litigation context.” *Id.*

In contrast, it is not “perceived policy concerns” that make the FLSA an “applicable federal statute” for Rule 41(a)(1)(A) purposes and keep dismissals under that provision from being self-executing. Rather, the FLSA is an “applicable federal statute” because this Court has determined “that [t]here are only two ways in which back wage claims arising under the FLSA can be settled or compromised by employees.” *O’Neal*, 166 F.4th at 1279 (quoting *Lynn’s Food*, 679 F.2d at 1352). Neither of those ways is through a Rule 41(a)(1)(A)(ii) stipulation of dismissal.

Contrary to the parties’ arguments, 29 U.S.C. §§ 216(b) and (c) do not “indicate that [the FLSA] does not require court approval of dismissals in FLSA cases.” Parties’ Br. 28. The parties state that the “only FLSA provision that mentions judicial authority to scrutinize or approve anything is Section 216(b).” *Id.* But the clause to which they

point says nothing about judicial scrutiny; it simply requires courts to award a “reasonable attorney’s fee ... and costs of the action” along with “any judgment awarded to the plaintiff.” 29 U.S.C. § 216(b).

The parties similarly err in relying on 29 U.S.C. § 216(c), which authorizes DOL to supervise the payment of unpaid wages, and provides that an employee’s agreement to accept such payment constitutes a waiver of the right to seek such wages and liquidated damages. The parties argue that Congress’s provision for DOL supervision of the resolution of claims shows that Congress did not intend court supervision of settlements. Parties’ Br. 29. But this Court took Section 216(c) into account in *Lynn’s Food*. Indeed, Section 216(c) is crucial to this Court’s interpretation of the FLSA: It is why one of the two ways of settling claims under the FLSA is with DOL supervision. *See Lynn’s Food*, 679 F.2d at 1353. Section 216(c) therefore provides no reason not to abide by *Lynn’s Food*. Moreover, the parties’ argument that it would be “strange” for Section 216(c) to mention waiver of FLSA rights upon acceptance of a DOL-supervised payment “without mentioning that the agreement has no effect absent court approval” misunderstands this Court’s precedent. Parties’ Br. 30 (citation omitted). Under that precedent, DOL supervision

and court approval are two separate “route[s]” for compromising FLSA claims. *Lynn’s Food*, 679 F.2d at 1353. Accordingly, a DOL-supervised payment does not require court approval. Other settlements, however, *do* require such approval.

B. The parties’ arguments that the judicial-approval requirement does not apply in cases such as those at issue here are also erroneous. The parties first contend that the dismissals in these cases “do not implicate the holding in *Lynn’s Food* because they arise in ‘the adversarial context of ... lawsuit[s] brought by the employees.’” Parties’ Br. 36 (quoting *Lynn’s Food*, 679 F.2d at 1354). But the requirement of court approval of FLSA settlements applies in the context of such lawsuits: The Court held in *Lynn’s Food* that, absent DOL supervision, the only way that FLSA claims can be settled is through “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.” 679 F.2d at 1355 (emphasis added).

Moreover, in explaining why judicially approved settlements are permissible, the Court relied on the facts that the “initiation of the action

by the employees provides some assurance of an adversarial context” and that “[t]he employees are likely to be represented by an attorney who can protect their rights under the statute.” *Id.* at 1354. The Court explained that, because of these factors, “when the parties submit a settlement to the court for approval, the settlement is more likely to reflect a reasonable compromise of disputed issues than a mere waiver of statutory rights brought about by an employer’s overreaching.” *Id.* That is, the adversarial context of lawsuits and the fact that employees in litigation are likely to be represented are reasons *why* FLSA cases can be settled with court approval. They do not remove cases from the court-approval requirement. *See Silva v. Miller*, 307 F. App’x 349, 351 (11th Cir. 2009) (rejecting argument that judicial oversight of an FLSA settlement is required only if the employee is proceeding pro se). And the need for employee protections to remedy differences in bargaining power remains “even where the employees are represented by counsel.” *Cheeks*, 796 F.3d at 207. For example, judicial approval enables the court to examine the “reasonableness of counsel’s legal fees to assure ... that no conflict of interest taints the amount the wronged employee recovers under a settlement agreement.” *Silva*, 307 F. App’x at 351.

The parties also contend that judicial approval is not necessary because the stipulated dismissals at issue are without prejudice and, therefore, the employees are not waiving any statutory rights. Parties’ Br. 39. Because of the statute of limitations, however, a dismissal without prejudice affects the employees’ ability to pursue their claims. As long as the plaintiffs’ timely filed claims are pending, the plaintiffs can continue to pursue them. Once those claims are dismissed, however, the statute of limitations may preclude them from being refiled, regardless of whether the dismissal was without prejudice. Thus, the “statute of limitations could render [a dismissal without prejudice] a de facto dismissal with prejudice.” *Gallardo v. PS Chicken Inc.*, 285 F. Supp. 3d 549, 552 (E.D.N.Y. 2018) (cleaned up); *see O’Neal*, 166 F.4th at 1289 (Rosenbaum, J., concurring) (noting that the statute of limitations helps “show why a purported dismissal under Rule 41(a)(1) can’t halt an employee’s FLSA action that was validly filed”).

Furthermore, as the Second Circuit has explained, if parties could dismiss FLSA claims without prejudice, they could evade the requirement of judicial approval of settlements “simply by negotiating a settlement and release, then filing a unilateral dismissal without

prejudice rather than a stipulated dismissal.” *Samake v. Thunder Lube, Inc.*, 24 F.4th 804, 810 (2d Cir. 2022) (holding that judicial-review requirement applies to Rule 41(a)(1)(A) dismissals without prejudice in FLSA cases). But, like other FLSA settlements, a dismissal without prejudice accompanied by a release compromises the employees’ FLSA claims. And, like other FLSA settlements, such settlements can be abusive, containing “highly restrictive confidentiality provisions, overbroad releases, and fee awards that [a]re disproportionate and unreasonable.” *Id.*

Finally, the parties’ suggestion that approvals (or disapprovals) of settlements are “advisory opinion[s],” and that the district court therefore lacks Article III jurisdiction over them, is meritless. Parties’ Br. 42 (citation omitted). When the employees filed their FLSA cases, the district court had jurisdiction over those cases. Nothing has deprived the court of that jurisdiction. It can still, for example, determine that “a settlement proposed by an employer and employees ... is a fair and reasonable [resolution] of a bona fide dispute over FLSA provisions” and enter a “stipulated judgment” resolving the claims. *Lynn’s Food*, 679 F.2d at 1355.

“Congress made the FLSA’s provisions mandatory because it recognized that there are often great inequalities in bargaining power between employers and employees.” *O’Neal*, 166 F.4th at 1280 (cleaned up). The requirement of DOL supervision or court approval of FLSA settlements helps ensure that unscrupulous employers will not be able to take advantage of these inequalities to abuse employees in the settlement process. This Court should affirm the decision below to confirm that parties cannot use Rule 41(a)(1)(A)(ii) dismissals to evade the protections provided by FLSA’s judicial-approval requirement.

CONCLUSION

For the foregoing reasons, the Court should affirm.

Dated: September 4, 2026

Respectfully submitted,

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CERTIFICATE OF COMPLIANCE

I hereby certify that the foregoing brief complies with the word limit of Federal Rule of Appellate Procedure 29(a)(5). Excluding the parts of the brief exempted by Federal Rule of Appellate Procedure 32(f) and Eleventh Circuit Rule 32-4, the brief contains 2,830 words, less than half the number of words permitted by the Court for the parties' principal briefs. The brief also complies with the typeface requirements of Federal Rule of Appellate Procedure 32(a)(5) and the type-style requirements of Federal Rule of Appellate Procedure 32(a)(6). The brief is composed in a 14-point proportional typeface, Century Schoolbook.

/s/ Adina H. Rosenbaum
Adina H. Rosenbaum

CERTIFICATE OF SERVICE

I hereby certify that, on September 4, 2026, I electronically filed the foregoing with the Clerk of Court using the CM/ECF system, which will send electronic notice of filing to all counsel of record.

/s/ Adina H. Rosenbaum
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