

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION

JOHN DOE,

Plaintiff,

v.

Case No: 6:18-cv-102-Orl-37GJK

VOLUSIA COUNTY SCHOOL BOARD,

Defendant.

ORDER

This cause is before the Court upon the filing of the Parties' Joint Notice of Settlement and Motion for the Court to Approve Settlement and Retain Jurisdiction (Doc. 61 ("**Motion**")) filed on August 31, 2018. Upon review, the Motion is due to be granted in part and denied in part.

I. BACKGROUND

Plaintiff John Doe, a minor child, initiated this action through his parents on January 19, 2018, seeking injunctive relief and damages for the Volusia County School Board's ("**VCSB**") discriminatory conduct. (Doc. 1 ("**Complaint**").) Plaintiff's allegations arise from his treatment as a transgender student in high school in the Volusia County School District in Volusia County, Florida. (*See id.*) Thus, Plaintiff asserts claims against VCSB under the Equal Protection Clause of the Fourteenth Amendment and Title IX of the Education Amendments of 1972. (*Id.* ¶¶ 80-93.) Now, the parties submitted the Motion along with a copy of the fully executed settlement agreement as an attachment to

the Motion, for the Court's review and approval. (Docs. 60, 61-1.)

II. ANALYSIS

Florida law "requires court approval of any settlement after an action is commenced involving a ward." *Sullivan v. Dep't of Transp.*, 595 So. 2d 219, 220 (Fla. 2d Dist. Ct. App. 1992) (citing Fla. Stat. § 744.387(3)(a)). "[T]he cardinal rule is that the District Court must find that the settlement is fair, adequate, and reasonable and is not the product of collusion of the parties." *In re Smith*, 926 F.2d 1027, 1029 (11th Cir. 1991). "The purpose of an order approving a minor's settlement is not to protect any legal right a defendant may have to control settlement[,] but instead it is to protect the interest of the minor and the guardian and to ensure that any release given on behalf of the minor is legally effective." *McLaughlin v. Lara*, 133 So. 3d 1004, 1006 (Fla. 2d Dist. Ct. App. 2013). "[O]nly the failure of the agreement to protect the interest of the minor constitutes a legitimate basis for refusal to approve the settlement under this statute." *Reed ex rel. Reed v. United States*, 891 F.2d 878, 881 n.3 (11th Cir. 1990).

Here, the Court finds the settlement properly protects the interests of the Plaintiff, a minor. Pursuant to the terms of the agreement, Defendant VCSB (and all its officers, members, agents, representatives, and employees) will treat Plaintiff as a male, as reflected on his birth certificate. (Doc. 61-1, ¶ 4.) Thus, the settlement resolves Plaintiff's claim and is overall fair and reasonable. (See Doc. 61-1.) However, the Court declines to retain jurisdiction to enforce the terms of this agreement. In the event that either party wishes to seek relief with respect to an alleged breach of the settlement agreement, that party must do so by initiating a separate action. So the Motion is due to be granted in part

and denied in part.

Accordingly, it is **ORDERED AND ADJUDGED**:

1. The Parties' Joint Motion of Settlement and Motion for the Court to Approve Settlement and Retain Jurisdiction (Doc. 61) is **GRANTED IN PART AND DENIED IN PART** as outlined above.
2. This case is **DISMISSED WITH PREJUDICE**, subject to the right of any party to move the Court within sixty (60) days thereafter for the purpose of entering a stipulated form of final order or judgment; or, on good cause shown, to reopen the case for further proceedings.
3. All pending motions are denied as moot and all deadlines and hearings are terminated.
4. The Clerk is **DIRECTED** to close this file.

DONE AND ORDERED in Chambers in Orlando, Florida, on September 11, 2018.




ROY B. DALTON JR.
United States District Judge

Copies: Counsel of Record