

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION

SANTIARY RIVERA and HECTOR L.
BURGOS,

Plaintiffs,

v.

Case No: 6:16-cv-2158-Orl-37TBS

U.S.A. TRANSPORTER SERVICES,
INC.,

Defendant.

ORDER

This case comes before the Court on Plaintiffs' Motion for Extension of Time (Doc. 16). On March 9, 2017, Plaintiffs filed notice that they had settled with Defendant (Doc. 14). Because Plaintiffs brought Fair Labor Standards Act claims, the Court ordered the parties to file a joint motion for approval of their FLSA settlement agreement on or before April 3, 2017 (Doc. 15). The parties have not filed a joint motion for approval, and the motion for extension of time comes one day after the April 3 deadline.

Because the motion is untimely, Plaintiffs must satisfy FED. R. CIV. P. 4(b)(1)(B)'s excusable neglect standard. Plaintiffs have not done so. The motion alleges that "Plaintiff is trying to return the Settlement Agreement" but counsel has not received it (Doc. 16, ¶ 1). There are of course, two Plaintiffs. The motion does not allege when the settlement agreement was sent to the clients for execution, when it was allegedly signed, when steps were taken to return the agreement to counsel, or why delivery may have been delayed.

The motion alleges that Defendant has not signed the settlement agreement (Id., ¶ 2). Counsel has not offered any explanation for Defendant's failure to sign other than, apparently, the intent to have it sign the same original signed by Plaintiffs. No explanation has been provided why duplicate originals could not be executed and exchanged.

Lastly, the motion also does not contain the certificate of counsel required by Local Rule 3.01(g).

For all of these reasons, the motion is **DENIED**.

DONE and **ORDERED** in Orlando, Florida on April 4, 2017.



THOMAS B. SMITH
United States Magistrate Judge

Copies furnished to Counsel of Record