

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

MICHAEL SWIFT,

Plaintiff,

v.

Case No. 8:14-cv-1103-T-33AEP

DREAMBUILDER INVESTMENTS, LLC,
ET AL.,

Defendants.

ORDER

Before the Court is Plaintiff Michael Swift's Unopposed Motion for Extension of Time to Keep Case Open (Doc. # 31), which was filed on September 10, 2014. As explained below, the Court denies the Motion without prejudice.

Discussion

Swift filed a Florida Consumer Collections Practices Act and Telephone Consumer Protection Act case against Dreambuilder Investments, LLC, Land/Home Financial Services, Inc., and BP Law Group, LLP on May 9, 2014. (Doc. # 1). Dreambuilder is in default (the Clerk having entered a Rule 55(a) Clerk's Default on June 26, 2014) and Land/Home Financial filed an Answer on July 14, 2014. (Doc. ## 14, 15).

On July 14, 2014, Swift filed a Notice of Pending Settlement pursuant to Local Rule 3.08, M.D. Fla., as to BP Law Group, LLP, indicating: "Plaintiff and Defendant, BP Law

Group, LLP . . . have reached a verbal settlement with regard to Plaintiff's claims against BP Law Group only, and Plaintiff and BP Law Group are presently drafting, finalizing, and executing a written settlement agreement and release of liability." (Doc. # 16).

On July 15, 2014, the Court entered an Order as follows:

That on the basis of Plaintiff's Notice of Pending Settlement as to BP Law Group, LLP [16], this case is hereby DISMISSED, without prejudice and subject to the right of the parties, within SIXTY (60) days of the date hereof, to submit a stipulated form of final order or judgment, or request an extension of time, should they so choose or for any party to move to reopen the action, *upon good cause being shown* as to BP Law Group, LLP ONLY. After that SIXTY (60) day period, however, without further order, this dismissal (as to BP Law Group, LLP ONLY) shall be deemed *with prejudice*. This action remains pending as between Plaintiff Michael Swift and Defendants Dreambuilder Investments, LLC and Land/Home Financial Services, Inc.

(Doc. # 17).

At this juncture, Swift seeks an Order extending the aforementioned 60-day deadline to "allow Plaintiff and Defendant, BP Law Group, LLP, the necessary time to draft, finalize, and fulfil the terms of the parties' confidential settlement agreement." (Doc. # 31). Notably, Swift does not specify any duration for the requested extension. Although the requested extension is unopposed, the Court denies the Motion because it is an open-ended extension. The Court "must

take an active role in managing cases on [its] docket" and enjoys broad discretion "in deciding how best to manage the cases before [it]." Chudasama v. Mazda Motor Corp., 123 F.3d 1353, 1366 (11th Cir. 1997). The Court determines that an order granting the open-ended extension requested in the Motion would be issued in contravention of Federal Rule of Civil Procedure 1, which requires the Court to construe the Federal Rules of Civil Procedure to secure the just, speedy, and inexpensive determination of every action and proceeding.

Accordingly, it is

ORDERED, ADJUDGED, and DECREED:

Plaintiff Michael Swift's Unopposed Motion for Extension of Time to Keep Case Open (Doc. # 31) is **DENIED WITHOUT PREJUDICE**.

DONE and ORDERED in Chambers, in Tampa, Florida, this 12th day of September, 2014.



Copies to: All Counsel and Parties of Record