

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA

CASE NO. 1:24-cv-20541-LEIBOWITZ/LOUIS

CRYSTAL CAIN,

*Plaintiff,*

*v.*

TIFFIN MOTOR HOMES, INC.,

*Defendant.*

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**ORDER**

**THIS CAUSE** comes before the Court on Defendant Tiffin's Motion to Enforce Settlement (the "Motion") [ECF No. 25], filed on October 2, 2024. The deadline to file a response to the Motion was due on October 16, 2024, but Plaintiff failed to file a response. On October 29, 2024, the Court issued an Order to Show Cause, requiring Plaintiff to show cause by November 6, 2024 why the Motion should not be granted by default pursuant to Rule 7.1(c)(1) of the Local Rules for the Southern District of Florida. [ECF No. 26]. Alternatively, Plaintiff could respond to the Motion by the same date. [*Id.*]. To date, Plaintiff has failed to respond to the Order to Show Cause or to the Motion. The Court, having considered the Motion and being fully advised, will deny the Motion.

Rule 7.1(c)(1) of the Local Rules for the Southern District of Florida requires that "each party opposing a motion shall file and serve an opposing memorandum of law no later than fourteen (14) days after service of the motion. Failure to do so may be deemed sufficient cause for granting the motion by default." In this case, the time for filing a response to the Motion has passed, and Plaintiff has not served a response. However, the Court will not grant the Motion by default because it does not have jurisdiction over the Settlement Agreement.

On August 7, 2024, the parties filed a Joint Notice of Settlement advising the Court that “they have just reached a binding, full settlement of this action, which they expect to be fully consummated within the next forty-five to sixty days.” [ECF No. 23]. On the same date, the Court ordered the parties “to file a stipulation of all claims signed by all parties pursuant to Rule 41(a) of the Federal Rules of Civil Procedure within sixty (60) days from the date of this Order. If such papers are not filed within the time specific, this matter will be dismissed, and the Court will be divested of jurisdiction to enforce the settlement agreement.” [ECF No. 24]. The parties never filed a stipulation of all claims pursuant to Rule 41(a) of the Federal Rules of Civil Procedure. Thus, this matter must be dismissed, and the Court does not have jurisdiction to enforce the Settlement Agreement.

Accordingly, it is hereby **ORDERED AND ADJUDGED** that the Motion [ECF No. 25] is **DENIED**. This case is **DISMISED WITH PREJUDICE**. The Clerk of Court is directed to **CLOSE** this case. All pending deadlines are **TERMINATED**, and any pending motions are **DENIED** as moot.

**DONE AND ORDERED** in the Southern District of Florida on November 22, 2024.

  
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**DAVID S. LEIBOWITZ**  
**UNITED STATES DISTRICT JUDGE**

cc: counsel of record