

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEBRASKA

BETTY ONDRIS, )  
)  
Plaintiff, )  
)  
v. )  
)  
B&T FINANCIAL SERVICES, LLC, )  
)  
Defendant. )

8:11CV70

**MEMORANDUM  
AND ORDER**

This matter is before the court on its own motion. [Nebraska Civil Rule 41.2](#) states in pertinent part that “[a]t any time, a case not being prosecuted with reasonable diligence may be dismissed for lack of prosecution.” In this case, Plaintiff filed her Complaint on February 21, 2011. (Filing No. [1](#).) A Clerk’s Entry of Default was entered against Defendant on June 6, 2011. (Filing No. [8](#).) Thereafter, Plaintiff filed a Notice of Settlement (filing no. [9](#)), and then a Motion to Extend Time to File a Joint Stipulation of Dismissal (filing no. [11](#).) The court gave the parties until August 15, 2011, to file a joint stipulation for dismissal. (See text entry on July 11, 2011.) However, the parties never filed a joint stipulation for dismissal, and Plaintiff’s counsel withdrew from this case on September 19, 2011. (Filing No. [18](#).) No other progress has taken place in this matter. Upon consideration,

IT IS THEREFORE ORDERED that:

1. Plaintiff has until November 11, 2011, to file a status report or show cause why this case should not be dismissed for failure to prosecute.
2. The clerk’s office is directed to mail a copy of this Memorandum and Order to Plaintiff at the address listed on the docket sheet, and also to Defendant at B&T Financial Services, LLC / 14025 Bromfield Road / Germantown, MD 20874.

3. The court directs the clerk's office to set the following pro se case management deadline: November 11, 2011: Deadline for Plaintiff to file a status report or show cause why this case should not be dismissed for failure to prosecute.

DATED this 26<sup>th</sup> day of October, 2011.

BY THE COURT:

s/ Joseph F. Bataillon  
Chief United States District Judge

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