

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO. 9:18-CV-80771-ROSENBERG/REINHART

ROBERT W. OTTO, et al.,

Plaintiffs,

v.

CITY OF BOCA RATON, FLA., and
COUNTY OF PALM BEACH, FLA.,

Defendants.

**PLAINTIFFS' RESPONSE IN OPPOSITION TO PALM BEACH COUNTY'S
MOTION FOR EXTENSION OF TIME TO RESPOND TO PLAINTIFFS'
JURISDICTIONAL DISCOVERY MOTION**

During the parties' meet-and-confer prior to the filing of Palm Beach County's motion for extension of time (dkt. 198), the County made absolutely no mention of any purported scheduling conflicts for its counsel, and premised its extension request *only* on the possibility that the County *might* decide to make Plaintiffs a settlement offer which, *if* made and *if* accepted, *might* obviate the need for the County to respond substantively to Plaintiffs' jurisdictional discovery motion.

The first time Plaintiffs learned of any purported scheduling issues faced by the County was when the Court learned about them, in the County's motion. The County's failure to discuss its purported scheduling difficulties with Plaintiffs as a basis for its requested extension casts doubt on the County's assertion of insufficient time during the next nine days to attend one deposition and two motion hearings, and still respond timely to Plaintiffs' motion. More importantly, the County's failure to meet-and-confer with Plaintiffs in good faith about the issue raised in its motion (*i.e.*, its scheduling concerns) violates this Court's Local Rule 7.1(a)(3), and is reason alone to deny the County's motion. *See id.*

Moreover, the County is wrong about its response deadline. It is on February 23, 2023 (dkt. 195 at 3), and not on February 19, 2023, as the County erroneously contends. (Dkt. 198 at 1). Perhaps the four additional days already available to the County obviate the need for its requested extension.

Finally, as for settlement, during the parties' meet-and-confer and other discussions, the County has given Plaintiffs reason to believe that the parties are far apart, and that settlement is not probable. Although the County may extend a settlement offer (or an offer of judgment) at any time, Plaintiffs are not required to accept it, and the County should not be permitted to delay these proceedings on the possibility that it *might*, at some point, extend *any* offer, let alone an offer that is acceptable to Plaintiffs. The County has known about the offer of judgment extended to Plaintiffs by the City of Boca Raton for over two weeks, and the County still has nine days before its response to the jurisdictional motion is due. If the County wishes to avoid its response obligations, it could have extended a reasonable offer to Plaintiffs already, and it can still do that prior to its response deadline.

The Court should deny the County's motion for an extension of time, and leave the County's February 23, 2023 response deadline in place.

Respectfully submitted,

Dated: February 14, 2023

/s/ Horatio G. Mihet

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CERTIFICATE OF SERVICE

I hereby certify that on February 14, 2023, I caused a true and correct copy of the foregoing to be filed electronically with this Court. Service will be effectuated on all counsel of record via this Court's ECF/electronic notification system.

/s/ Horatio G. Mihet

Horatio G. Mihet

Attorney for Plaintiffs