

United States District Court  
for the  
Southern District of Florida

Shaytayya Welch, Plaintiff, )  
)  
v. ) Civil Action No. 20-22466-Civ-Scola  
)  
Royal Caribbean Cruises, Ltd., )  
Defendant.

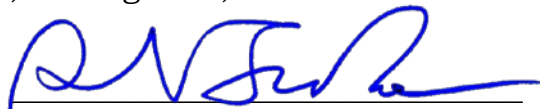
**Order Striking Joint Stipulation**

The parties filed a stipulation agreeing to a jury trial and to strike count two of the complaint (ECF No. 7). The Plaintiff has no right to a jury trial, and the Court need not hold a jury trial based on the agreement of the parties. See Fed. R. Civ. P. 39(c) (with the consent of both parties, the court “may” order jury trial). Welch asserts that she is proceeding under admiralty jurisdiction pursuant to 28 U.S.C. § 1333 (ECF No. 1 at ¶ 4), and she acknowledges that she does not have a right to a jury trial. (*Id.* at ¶¶ 4, 6.) The parties’ stipulation for a jury trial is incompatible with a case proceeding solely under the Court’s admiralty jurisdiction. See *Beiswenger Enterprises Corp. v. Carletta*, 86 F.3d 1032, 1037 (11th Cir. 1996) (“[A]s in all admiralty cases, there is no right to a jury trial.”); *Barry v. Shell Oil Co.*, No. CIV 13-6133, 2014 WL 775662, at \*3 (E.D. La. Feb. 25, 2014) (“As Plaintiff’s claims here are solely based on general maritime law and there is a lack of diversity among the parties, there is no way for Plaintiff to have a trial by jury in this Court.”).

Due to the Covid-19 pandemic, jury trials have been suspended from March 2020 until at least January 2021, and, whenever the suspension ends, the Court will have a massive backlog of cases where the parties are entitled to a jury trial.

Therefore, the Court declines to approve the parties’ stipulation and directs the **Clerk to strike** the parties’ stipulation (**ECF No. 7**).

**Done and ordered** at Miami, Florida, on August 7, 2020.



Robert N. Scola, Jr.  
United States District Judge

