

defendants have defaulted.” 10A Charles Alan Wright & Arthur R. Miller, Federal Practice and Procedure § 2690 (4th ed.2017) (citing Frow v. De La Vega, 82 U.S. 552 (1872)).

Here, the plaintiffs have alleged that Patriot and Winer have each individually violated the Truth in Lending Act, and jointly (1) breached the implied warranty of merchantability; (2) the express warranty allegedly made at sale; (3) the Retail Installment Sales Finance Act; and (4) the Connecticut Unfair Trade Practice Act. See Compl. at 5-11. Thus, for the majority of the claims in the Complaint, entering partial judgment against Patriot would be inappropriate because Patriot is allegedly jointly liable with Winer, who has appeared and answered the Complaint. See Wright & Miller, supra, at § 2690. For the Truth in Lending Act Violation, which the plaintiffs allege Patriot violated individually, the plaintiffs have failed to set forth a basis that there is no just reason for delay, and so the court cannot enter judgment as to Patriot with regards to that claim either. See Fed. R. Civ. P. 54(b); Mem. in Supp. of Mot. for J. (Doc. No. 14-1) at 7-9. Thus, the Plaintiffs’ Motion for Judgment is **DENIED**.

SO ORDERED.

Dated at New Haven, Connecticut, this 11th day of July, 2017.

/s/ Janet C. Hall
Janet C. Hall
United States District Judge