<<COURT\_NAME>>

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| <<PROVIDER\_SUITNAME>>,  a/a/o <<INJUREDPARTY\_NAME>>    Plaintiff,  vs.  <<INSURANCECOMPANY\_SUITNAME>>  Defendant. | Case No. <<INDEXORAAA\_NUMBER>> |

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**PLAINTIFF’S MOTION FOR SANCTIONS**

**PURSUANT TO FLORIDA STATUTES §57.105**

COMES NOW, the Plaintiff, <<PROVIDER\_SUITNAME>>, (hereinafter “Plaintiff”) by and through undersigned counsel and pursuant to Section 57.105, Florida Statutes, and hereby files this Motion for Sanctions against the Defendant, <<INSURANCECOMPANY\_SUITNAME>> (“Defendant”), in an amount to be determined by the Court, and in support thereof state as follows:

1. Plaintiff served the underlying action upon Defendant for breach contract pertaining to services rendered relating to a homeowner insurance claim made by the Insured, <<INJUREDPARTY\_NAME>> against the Defendant.
2. Following service of the Complaint, Defendant filed its Motion to Dismiss.
3. Defendant knew or should have known that the Motion to Dismiss, when presented to the Court, was not supported by material facts or would not be supported by the application existing law to those material facts.
4. More specifically, Defendant alleged in their Motion to Dismiss that the Plaintiff is incapable to maintain its cause of action because the policy of insurance does not provide coverage for the type of service rendered by the Plaintiff.
5. A review of the evidence made available to the Defendant clearly shows that the Defendant’s Motion to Dismiss is not supported by material facts or by the application of existing law to those material facts.
6. Defendant knew or should have known that:
   1. the services provided to the Insured were directly related to a covered loss;
   2. the subject policy of insurance does not contain an exclusion for the type of services provided by the Plaintiff;
   3. even if the Court were to determine that the services provided by the Plaintiff were not covered by the subject policy of insurance, Defendant was on notice that the Plaintiff held a valid assignment of benefits when it issued payments to the Insured and failed to include the Plaintiff as a loss payee in violation of the subject policy of insurance.
7. Defendant’s failure to provide any relevant policy or statutory language supporting its position is a clear indication that the Defendant knowingly filed its Motion to Dismiss despite it not being supported by material fact or law.
8. Florida Statute §57.105 provides for sanctions where a claim or defense is present to the court that is not supported by the material facts necessary to establish the claim or defense or would not be supported by the application of then-existing law to the material facts. See §57.105(1) Florida Statutes; *Bionetics Corp. v. Kenniasty,* 69 So. 3d 943 (Fla. 2011); *Form v. Boca Burger, Inc*., 788 So. 2d 1055 (Fla. 4th DCA 2001).
9. In light of the above stated facts, Defendant should withdraw its Motion to Dismiss. Should this motion proceed to hearing, Plaintiff requests that sanctions be issued against Defendant and their counsel pursuant to Section 57.105, Florida Statutes.
10. Plaintiff, <<PROVIDER\_SUITNAME>> has requested that Defendant withdraw its Motion to Dismiss; and is filing this motion with the Court following the expiration of the twenty-one (21) day notice period given Plaintiff.

WHEREFORE, this Plaintiff, <<PROVIDER\_SUITNAME>> respectfully requests that this Court grant the instant Motion and award sanctions to include attorney’s fees and costs for the defense of Motion to Dismiss and for any other relief that this Court deems just and proper.

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on November 10, 2020, a true and correct copy of the foregoing was served to all parties registered for this case via the Florida E-filing Portal.

**Florida Insurance Law Group, LLC**

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