<<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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**MOTION TO DISPENSE WITH MEDIATION**

**COMES NOW**, Plaintiff, <<PROVIDER\_SUITNAME>>, by and through its undersigned counsel, pursuant to [Fla. R. Civ. P. 1.700](http://www.westlaw.com/Link/Document/FullText?findType=L&pubNum=1005170&cite=FLSTRCPR1.700&originatingDoc=I99d7ce2469d111dbaa4ae9e4235997c8&refType=LQ&originationContext=document&vr=3.0&rs=cblt1.0&transitionType=DocumentItem&contextData=(sc.Recommended)), move that this Honorable Court issue an order dispensing with mediation in the above captioned matter, and in support thereof states:

1. Under Fla. R. Civ. P. 1.700, a party may move, within 15 days after the order of referral, to dispense with mediation or arbitration, if “. . . good cause is shown.” (Emphasis added)
2. Courts have granted motions to dispense with mediation where the same is practically futile. For example, in Burgess v. Costco Wholesale Corp., the Court granted Plaintiff’s motion to dispense with mediation, because, at that juncture in litigation, mediation served no useful purpose and would be a waste of time. 4:10-CV-1678-RBH-TER, 2013 WL 105180, at \*2 (D.S.C. Jan. 8, 2013), report and recommendation adopted, 4:10-CV-1678-RBH, 2013 WL 645982 (D.S.C. Feb. 21, 2013), aff'd, 533 Fed. Appx. 271 (4th Cir. 2013); see also Greene v. Swain County P'ship for Health, 342 F. Supp. 2d 442, 449 (W.D.N.C. 2004) (Granting Defendant’s Motion to dispense with mediation because mediation would be “futile” at that point in the litigation.).
3. Like in Burgess, mediation in this matter would be futile and will serve no purpose.
4. Plaintiff and Defendant have conferred with their respective clients and have already made a bona fide effort, prior to the subject mediation, to come to a settlement agreement and have reached an impasse.
5. The parties are simply unable to come to any agreement because the Plaintiff firmly believes that the services subject to this matter, engineering services, are covered by Defendant’s policy of insurance as a reasonable service; whereas Defendant believes its policy excludes said services, and are therefore not compensable.
6. Plaintiff also believes that, in the alternative, the issue of coverage and/or compensability of its services is a question of fact for a jury; whereas Defendant believes that this issue is a matter of law.
7. Plaintiff and Defendant have numerous cases that are pending trial in a number of venues throughout the state, and have mediated formally and informally regarding this very same issue, having an impasse each time; the case at hand will be no exception.
8. Each Party has conferred with their respective clients prior to mediation and remain resolute in their respective positions.
9. There is absolutely no possibility to reach a compromise and resolution of this matter, because the issue does not involve a compromise of a monetary sum but rather a legal position.
10. Both parties believe that mediation will be futile, a waste of judicial resources, prohibitively expensive, and therefore overburdening for the Plaintiff.
11. Dispensing of this mediation proceeding will save both parties valuable time and expenses.
12. The cost of mediation alone will likely outweigh the already negligible amount of Plaintiff’s invoice, $<<CLAIM\_AMOUNT>>.
13. For these reasons and pursuant to the case law cited, Plaintiff requests that the Court dispense with mediation in this case.

WHEREFORE, Plaintiff, <<PROVIDER\_SUITNAME>>, respectfully asserts that mediation would be futile at this juncture, and requests that this Court grant Plaintiff’s motion to dispense with mediation.

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on February 19, 2022, a true and correct copy of the foregoing was filed and served on the Defendant through the Florida E-File Portal.

**Florida Insurance Law Group, LLC**

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