<<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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**ORDER DENYING DEFENDANT’S MOTION TO DISMISS**

THIS CAUSE came on to be heard upon a Motion to Dismiss by Defendant, <<INSURANCECOMPANY\_SUITNAME>>, and the Court having considered the motion and being otherwise advised in the premises, it is hereupon:

ORDERED AND ADJUDGED AS FOLLOWS:

1. Defendant’s Motion to Dismiss is hereby DENIED.
2. The Court finds that the subject policy of insurance does not expressly exclude engineering services and the Plaintiff has sufficiently pled a cause of action in its Statement of Claim.

DONE AND ORDERED in Chambers in <<COURT\_COUNTY>>, Florida, this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2022.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

HON. <<JUDGE\_NAME>>

Copies furnished:

Robert F. Gonzalez, Esq.

<<OPPOSING\_COUNSEL\_NAME>>