<<COURT\_NAME>>

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

**MOTION TO STRIKE AFFIRMATIVE DEFENSES**

Plaintiff, <<PROVIDER\_SUITNAME>>, by and through the undersigned counsel, hereby files this motion to strike the affirmative defenses filed by Defendant, <<INSURANCECOMPANY\_SUITNAME>>, and in support thereof further states:

1. On or about [Answer Date], Defendant, <<INSURANCECOMPANY\_SUITNAME>>, filed an answer and affirmative defenses to the complaint.

2. The affirmative defenses filed by Defendant, <<INSURANCECOMPANY\_SUITNAME>>, are improper and legally insufficient.

3. Improperly plead affirmative defenses are susceptible to attack via a motion to strike. A motion to strike tests the legal sufficiency of the affirmative defenses. Burns, et al. v. Equilease Corp., 357 So.2d 786 (Fla. 3d DCA 1978).

4. A pleading which contains assertions of opinion or conclusions of law unsupported by specific ultimate facts is legally insufficient. Ellison v. City of Fort Lauderdale, 175 So.2d 198 (Fla. 1965), Rishel v. Eastern Airlines, Inc., 466 So.2d 1136 (Fla. 3d DCA 1985), Bliss v. Carmona, 418 So.2d 1017 (Fla. 3d DCA 1982), Other Place of Miami v. City of Hialeah Gardens, 353 So.2d 861 (Fla. 3d DCA 1977).

5. When a pleading attempts to raise a cause of action or defense, the pleading must contain sufficient ultimate facts supporting each element of a cause of action or defense. Clark v. Boeing, 395 So.2d 1226 (Fla. 3d DCA 1981), Beckler v. Hoffman, 550 So.2d 68 (Fla. 3d DCA 1989).

6. Defendant, <<INSURANCECOMPANY\_SUITNAME>>, has asserted [Number of Affirmative Defenses] affirmative defenses to the Complaint.

7. The affirmative defense of [Affirmative Defense Name] is improper because it lacks any support in fact or law. Specifically, Defendant, <<INSURANCECOMPANY\_SUITNAME>>, has failed to allege any ultimate facts in support of the affirmative defense, namely the who, what when, where, and how for the affirmative defense as required by law.

8. Accordingly, Plaintiff moves to strike the affirmative defenses of Defendant, <<INSURANCECOMPANY\_SUITNAME>>, as being improper, legally insufficient, immaterial, and impertinent.

WHEREFORE, Plaintiff, <<PROVIDER\_SUITNAME>> respectfully requests the Court to enter an order to strike the affirmative defenses of Defendant, <<INSURANCECOMPANY\_SUITNAME>>, from the Answer, and for other such relief the Court may find just and equitable.

**CERTIFICATE OF SERVICE**

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

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