

UNITED STATES DISTRICT COURT FOR THE MIDDLE DISTRICT OF
FLORIDA

Susan Jean Phillips v. Jefferey Cario, Esq. and James R. Jones, Jr.,
Esq.

Phillips · No. 5:26-cv-9-PGB-PRL · Decided February 24, 2026

SUMMARY

The United States District Court for the Middle District of Florida denied Defendant Jefferey Cario's motion to dismiss for improper service without prejudice because the motion did not include the certification required by Local Rule 3.01(g) and did not show a good-faith conferral with the pro se plaintiff. The court permitted Cario to renew the motion by March 10, 2026, provided the renewed filing complies with the Local Rules.

CASE DETAILS

COURT	United States District Court for the Middle District of Florida
WRITING FOR THE COURT	Philip R. Lammens
JURISDICTION	United States District Court for the Middle District of Florida
DECIDED	February 24, 2026
DOCKET	5:26-cv-9-PGB-PRL
DISPOSITION	other
PROCEDURAL POSTURE	Upon referral, the court considered Defendant Jefferey Cario's motion to dismiss the complaint for improper service of process.
STANDARD OF REVIEW	The court applied Local Rule 3.01(g)'s procedural compliance requirement to the motion; it did not reach the merits of whether service of process was proper.
PRECEDENTIAL VALUE	unpublished district court order
PARTIES	Susan Jean Phillips v. Jefferey Cario, Esq., James R. Jones, Jr., Esq.

TOPICS

[motions to dismiss](#) [service of process](#) [civil procedure](#)

PRACTICE AREAS

QUESTIONS PRESENTED

1. Whether a motion to dismiss for improper service of process must comply with Middle District of Florida Local Rule 3.01(g).
2. Whether failure to include the required Local Rule 3.01(g) certification and to confer or attempt to confer with a pro se opposing party warranted denial of the motion without prejudice.

HOLDINGS

1. Middle District of Florida Local Rule 3.01(g) applies to motions in civil cases, including motions to dismiss for improper service of process, unless an applicable exception applies.
2. Local Rule 3.01(g) applies to both counseled and pro se parties and requires a movant to confer or attempt to confer with a pro se opposing party.
3. Failure to comply with Local Rule 3.01(g) is sufficient grounds to deny the requested relief without prejudice, subject to a compliant renewed motion.

KEY QUOTATIONS

“Local Rule 3.01(g) applies to both counseled and pro se parties, and thus, requires movants to confer with pro se parties.”

“The term “confer” in Rule 3.01(g) requires a substantive conversation in person or by telephone in a good faith effort to resolve the motion without court action and does not envision an exchange of ultimatums by fax, letter, or e-mail.”

FACTUAL BACKGROUND

Defendant Jefferey Cario filed a motion to dismiss Plaintiff Susan Jean Phillips's complaint for improper service of process. The motion did not include the Local Rule 3.01(g) certification stating that the movant had conferred, or attempted to confer, with the opposing party in good faith, and the record did not indicate that Cario had attempted to confer with Phillips, who was proceeding pro se.

PROCEDURAL HISTORY

Defendant Cario moved to dismiss Plaintiff Phillips's complaint for improper service of process. The court denied the motion without prejudice because it did not include the certification and conferral required by Middle District of Florida Local Rule 3.01(g), while permitting Cario to renew the motion in compliance with the Local Rules.

DISPOSITION

other

CASES CITED

- Desai v. Tire Kingdom, Inc., 944 F. Supp. 876, 878 (M.D. Fla. 1996)
- Good Gateway, LLC v. Orlando Gateway Partners, LLC, No. 6:25-cv-120-WWB-RMN, 2025 WL 2083415, at *1 (M.D. Fla. Feb. 19, 2025)
- Toro v. Unite Here 362, No. 6:23-cv-1059-WWB-LHP, 2023 WL 9110902, at *2 n.1 (M.D. Fla. Sept. 25, 2023)
- Craig v. Target Corp., No. 2:23-cv-599-JLB-KCD, 2023 WL 11257275, at *1 (M.D. Fla. Dec. 4, 2023)
- McLaughlin v. Select Rehab. LLC, No. 3:22-cv-59-HES-MCR, 2023 WL 3009868, at *3 (M.D. Fla. Mar. 15, 2023)
- Walker v. Corizon Health, Inc., No. 6:22-cv-1761-PGB-DAB, 2023 WL 422937, at *1 (M.D. Fla. Jan. 26, 2023)
- Esrick v. Mitchell, No. 5:08-cv-50-OC-10GRJ, 2008 WL 5111246, at *1 (M.D. Fla. Dec. 3, 2008)
- Doe v. Platinum Props. Inv. Network, Inc., No. 6:18-mc-55-ORL-41GJK, 2018 WL 6983484, at *2 (M.D. Fla. Dec. 13, 2018)
- Milfort v. Rambosk, No. 2:21-cv-366-SPC-MRM, 2021 WL 2401848, at *1-2 (M.D. Fla. June 10, 2021)
- Good v. United States Postal Service, et al., No. 3:25-cv-1103-WWB-SJH, 2026 WL 396846, at *1 (M.D. Fla. Feb. 12, 2026)
- Bourjolly v. Werner Auto. Holdings, No. 6:25-cv-15-DCI, 2025 WL 1677718, at *1 (M.D. Fla. June 13, 2025)
- Davis v. Apfel, No. 6:98-cv-651-ORL-22A, 2000 WL 1658575, at *2 n.1 (M.D. Fla. Aug. 14, 2000)

OPINION

Phillips

PER CURIAM.

UNITED STATES DISTRICT COURT

MIDDLE DISTRICT OF FLORIDA

OCALA DIVISION

SUSAN JEAN PHILLIPS,

Plaintiff, v. Case No: 5:26-cv-9-PGB-PRL

JEFFEREY CARIO, ESQ. and JAMES

R. JONES, JR., ESQ.,

Defendants.

ORDER

This cause, upon referral, comes before the Court on a Motion to Dismiss Plaintiff's Complaint for Improper Service of Process ("Motion to Dismiss") filed by Defendant Jefferey Cario. (Doc. 17). Because the Motion to Dismiss does not comply with Local Rule 3.01(g), it is due to be denied without prejudice. Local Rule 3.01(g) provides that before filing any motion in a civil case, subject to certain exceptions that are not applicable here, the movant must confer, or attempt to confer, with the opposing party in a good faith effort to resolve the motion and include a "Local Rule 3.01(g) Certificate" at the end of the motion, in which the movant certifies it has conferred with

the opposing party, state whether the parties agree on the resolution of all or part of the motion, and if the motion is opposed, how the conference was conducted. See M.D. Fla. Local Rule 3.01(g); see also *Desai v. Tire Kingdom, Inc.*, 944 F. Supp. 876, 878 (M.D. Fla. 1996) (“Local Rule 3.01(g) requires a moving party to confer with [the] opposing [party] prior to filing a motion to dismiss for improper service or improper process in a good faith effort to resolve the issue.”). Local Rule 3.01(g) applies to both counseled and pro se parties, and thus, requires movants to confer with pro se parties. See *Good Gateway, LLC v. Orlando Gateway Partners, LLC*, No. 6:25-cv-120-WWB-RMN, 2025 WL 2083415, at *1 (M.D. Fla. Feb. 19, 2025); *Toro v. Unite Here 362*, No. 6:23-cv-1059-WWB-LHP, 2023 WL 9110902, at *2 n.1 (M.D. Fla. Sept. 25, 2023) (“Local Rule 3.01(g) applies with equal force to cases involving pro se parties.”). “The importance of Local Rule 3.01(g) ‘cannot be overstated.’” *Craig v. Target Corp.*, No. 2:23-cv-599-JLB-KCD, 2023 WL 11257275, at *1 (M.D. Fla. Dec. 4, 2023) (citation omitted). Local Rule 3.01(g) “is designed to foster communication between the parties and help resolve certain disputes without court intervention[,]” and it helps “ensure the finite resource of judicial time is expended on genuine disputes[.]” See *id.* (citations and internal quotation marks omitted); *Desai*, 944 F. Supp. at 878; *McLaughlin v. Select Rehab. LLC*, No. 3:22-cv-59-HES-MCR, 2023 WL 3009868, at *3 (M.D. Fla. Mar. 15, 2023); see also *Walker v. Corizon Health, Inc.*, No. 6:22-cv-1761-PGB-DAB, 2023 WL 422937, at *1 (M.D. Fla. Jan. 26, 2023) (explaining that “[t]he underlying spirit animating the Court’s requirement that the parties confer in good faith prior to filing certain motions is the hope that the parties’ counsel will work amicably to resolve their clients’ differences and thereby, from time to time, obviate the unnecessary taxing of the Court’s time and judicial resources”). A violation of Local Rule 3.01(g) “constitutes sufficient grounds to deny the relief sought by the noncompliant moving party.” See *Esrick v. Mitchell*, No. 5:08-cv-50-OC-10GRJ, 2008 WL 5111246, at *1 (M.D. Fla. Dec. 3, 2008) (internal footnote omitted); see also *Middle District Discovery* (Feb. 1, 2021) at Section I.A.2 (noting that Local Rule 3.01(g) is “strictly enforced”). Indeed, in the Middle District of Florida, “[m]otions are routinely denied for failure to comply with Local Rule 3.01(g).” See *Doe v. Platinum Props. Inv. Network, Inc.*, No. 6:18-mc-55-ORL-41GJK, 2018 WL 6983484, at *2 (M.D. Fla. Dec. 13, 2018); *Milfort v. Rambosk*, No. 2:21-cv-366-SPC-MRM, 2021 WL 2401848, at *1-2 (M.D. Fla. June 10, 2021) (discussing the importance of Local Rule 3.01(g) and denying motions to dismiss for failure to comply with the rule). Defendant Jefferey Cario’s Motion to Dismiss is due to be denied without prejudice for failure to comply with Local Rule 3.01(g). He did not include the certification of good faith conferral required by Local Rule 3.01(g) in the Motion to Dismiss, and there is no indication that he attempted to confer with the pro se Plaintiff before moving to dismiss the complaint in this case. See, e.g., *Good v. United States Postal Service, et al.*, No. 3:25-cv-1103- WWB-SJH, 2026 WL 396846, at *1 (M.D. Fla. Feb. 12, 2026) (denying defendant’s motion to dismiss pro se plaintiff’s amended complaint without prejudice because the motion did not comply with Local Rule 3.01(g)); *Good Gateway, LLC*, 2025 WL 2083415, at *1 (denying third- party defendant’s

motion to dismiss without prejudice for failure to comply with Local Rule 3.01(g)); *Bourjolly v. Werner Auto. Holdings*, No. 6:25-cv-15-DCI, 2025 WL 1677718, at *1 (M.D. Fla. June 13, 2025) (denying defendants' motion to dismiss pro se plaintiff's complaint, and motion to quash service of process and motion to dismiss for insufficiency of service of process without prejudice because defendants failed to comply with Local Rule 3.01(g) by not including the required certification in either motion); see also *Desai*, 944 F. Supp. at 878 (denying defendant's motion to dismiss for insufficient process and insufficient service as moot, and noting that defendant's motion to dismiss failed to comply with Local Rule 3.01(g) because it did not include a Local Rule 3.01(g) certification). Any renewed motion must comply with Local Rule 3.01(g). See *Good Gateway, LLC*, 2025 WL 2083415, at *1 ("The term 'confer' in Rule 3.01(g) requires a substantive conversation in person or by telephone in a good faith effort to resolve the motion without court action and does not envision an exchange of ultimatums by fax, letter, or e-mail."); see also *Davis v. Apfel*, No. 6:98-cv-651-ORL-22A, 2000 WL 1658575, at *2 n.1 (M.D. Fla. Aug. 14, 2000) (construing "confer" in Local Rule 3.01(g) to mean "speak[ing] to each other in person or by telephone, in a good faith attempt to resolve disputed issues"). Going forward, the Court expects compliance with Local Rule 3.01(g) and all of the Local Rules in future filings. Accordingly, Defendant Jefferey Cario's Motion to Dismiss Plaintiffs Complaint for Improper Service of Process (Doc. 17) is DENIED without prejudice, subject to refiling, if appropriate, in compliance with the Local Rules. Defendant Jefferey Cario may renew his motion on or before March 10, 2026. DONE and ORDERED in Ocala, Florida on February 24, 2026. Slane

PHILIP R. LAMMENS

United States Magistrate Judge Copies furnished to: Counsel of Record Unrepresented Parties -4-