

UNITED STATES DISTRICT COURT FOR THE MIDDLE DISTRICT OF
FLORIDA, OCALA DIVISION

**Renaissance Specialty Insurance, LLC, The Renaissance Group,
LLC, and Tradesman Program Managers, LLC v. Charles Landrum,
Chasgatr Consultants Inc., and Rokstone Sports and Leisure LLC**

Landrum · No. 5:24-cv-00392-WGY-PRL · Decided January 22, 2026

SUMMARY

The United States District Court for the Middle District of Florida denies without prejudice Renaissance Specialty Insurance, LLC’s motion to compel directed to nonparty Accredited Surety and Casualty Company, Inc. The court requires the parties to comply fully with Local Rule 3.01(g), including meaningful conferral and proper service, before any renewed motion is filed.

CASE DETAILS

COURT	United States District Court for the Middle District of Florida, Ocala Division
WRITING FOR THE COURT	Philip R. Lammens
JURISDICTION	United States District Court for the Middle District of Florida, Ocala Division
DECIDED	January 22, 2026
DOCKET	5:24-cv-00392-WGY-PRL
DISPOSITION	other
PROCEDURAL POSTURE	Plaintiff Renaissance Specialty Insurance, LLC moved to compel discovery from nonparty Accredited Surety and Casualty Company, Inc. The magistrate judge denied the motion without prejudice because the filing did not demonstrate compliance with the court's meet-and-confer requirements and did not clearly show service on the nonparty.
PRECEDENTIAL VALUE	unknown
PARTIES	Renaissance Specialty Insurance, LLC, The Renaissance Group, LLC, Tradesman Program Managers, LLC v. Charles Landrum, Chasgatr Consultants Inc., Rokstone Sports and Leisure LLC

TOPICS

discovery dispute

civil procedure

breach of contract

commercial litigation

PRACTICE AREAS

civil procedure

commercial litigation

breach of contract

QUESTIONS PRESENTED

1. Whether a motion to compel directed to a nonparty should be denied when the movant has not demonstrated full compliance with the meet-and-confer and service requirements of Local Rule 3.01(g).

HOLDINGS

1. The court required both the plaintiff and the nonparty to fully comply with the requirements of Local Rule 3.01(g), including meaningful, issue-by-issue efforts to resolve the dispute before court intervention, notwithstanding that Accredited Surety and Casualty Company, Inc. was not a party to the action.
2. The motion to compel was denied without prejudice. Plaintiff could renew the motion only after fully satisfying the letter and spirit of Local Rule 3.01(g) and properly serving both the order and the renewed motion on the nonparty.

KEY QUOTATIONS

“Before filing any motion in a civil case, except a motion for injunctive relief, for judgment on the pleadings, for summary judgment, to dismiss or to permit maintenance of a class action, to dismiss for failure to state a claim upon which relief can be granted, or to involuntarily dismiss an action, the moving party shall confer with counsel for the opposing party in a good faith effort to resolve the issues raised by the motion, and shall file with the motion a statement (1) certifying that the moving counsel has conferred with opposing counsel and (2) stating whether counsel agree on the resolution of the motion.”

“If RSI wishes to renew its motion, it may do so only after fully satisfying both the letter and spirit of Local Rule 3.01(g), and specifically and meaningfully discussing, either in person or via telephone each and every issue that remains in dispute in an effort to reach a resolution.”

FACTUAL BACKGROUND

Plaintiff Renaissance Specialty Insurance, LLC filed a motion to compel directed to nonparty Accredited Surety and Casualty Company, Inc. Although the motion referenced correspondence and conferral efforts, it did not state that a complete copy of the motion had been served on the nonparty, and the certificate of service showed service only through CM/ECF on counsel of record. The court also found that the parties would benefit from additional good-faith efforts to resolve the disputed issues without court intervention.

PROCEDURAL HISTORY

This diversity breach-of-contract action was pending in the Middle District of Florida. Plaintiff filed a motion to compel directed to nonparty Accredited Surety and Casualty Company, Inc.; the court determined that further conferral under Local Rule 3.01(g) was required and denied the motion without prejudice.

DISPOSITION

other

REMAND INSTRUCTIONS

No remand was ordered. If plaintiff renews the motion to compel, it must first fully comply with Local Rule 3.01(g), specifically and meaningfully discuss each remaining disputed issue in person or by telephone, and file proof that both the order and renewed motion were properly served on the nonparty.

CASES CITED

- Desai v. Tire Kingdom, Inc., 944 F. Supp. 876, 878 (M.D. Fla. 1996)
- Davis v. Apfel, No. 6:98-CV-651-ORL-22A, 2000 WL 1658575, at *1 n.1 (M.D. Fla. Aug. 14, 2000)

OPINION

UNITED STATES DISTRICT COURT MIDDLE DISTRICT OF FLORIDA OCALA DIVISION
RENAISSANCE SPECIALTY INSURANCE, LLC, THE Case No.: 5:24-cv-00392-WGY-PRL
RENAISSANCE GROUP, LLC, TRADESMAN PROGRAM MANAGERS, LLC, Plaintiffs, v.
CHARLES LANDRUM, CHASGATR CONSULTANTS INC, ROKSTONE SPORTS AND
LEISURE LLC, Defendants, _____/ ORDER This breach of
contract diversity action is before the Court for consideration of Plaintiff Renaissance Specialty
Insurance (RSI), LLC's motion to compel directed to nonparty Accredited Surety and Casualty
Company, Inc., filed on January 19, 2026.

(Doc. 101). RSI's motion references correspondence and conferral efforts between counsel for RSI and counsel for the nonparty but fails to state whether RSI has served counsel for the nonparty with a complete copy of the motion currently before the Court. (Doc. 101). Rather, the certificate of service reflects that the motion has been served via CM/ECF on all counsel of record, and the nonparty is not listed on the docket.

Further, a preliminary review of the motion reveals that both RSI and the nonparty would benefit from additional efforts such as those contemplated by Local Rule 3.01(g). Local Rule 3.01(g) provides that "[b]efore filing any motion in a civil case, except a motion for injunctive relief, for judgment on the pleadings, for summary judgment, to dismiss or to permit maintenance of a class action, to dismiss for failure to state a claim upon which relief can be granted, or to involuntarily dismiss an action, the moving party shall confer with counsel for the opposing party in a good faith effort to resolve the issues raised by the motion, and shall file with the motion a statement (1) certifying that the moving counsel has conferred with opposing counsel and (2) stating whether counsel agree on the resolution of the motion." The purpose of Local Rule 3.01(g) "is to require the parties to communicate and resolve certain types of disputes without court intervention." Desai v. Tire Kingdom, Inc., 944 F.Supp. 876, 878 (M.D.

Fla. 1996). Further, the term “communicate” has been defined as “to speak to each other in person or by telephone, in a good faith attempt to resolve disputed issues.” *Davis v. Apfel*, No. 6:98-CV-651-ORL-22A, 2000 WL 1658575 at n. 1 (M.D. Fla. Aug. 14, 2000).

Under the circumstances presented here, and regardless of Accredited Surety and Casualty Company, Inc., being a nonparty, the undersigned finds it appropriate to direct both RSI and Accredited Surety and Casualty Company, Inc., to fully comply with the requirements set forth in Local Rule 3.01(g). Meanwhile, RSI’s motion to compel directed at the nonparty (Doc.

101) will be denied without prejudice. If RSI wishes to renew its motion, it may do so only after fully satisfying both the letter and spirit of Local Rule 3.01(g), and specifically and meaningfully discussing, either in person or via telephone each and every issue that remains in dispute in an effort to reach a resolution. Further, if RSI refiles its motion, it should ensure that the motion contains a certificate of service that reflects that both this Order and a copy of the motion was properly served on the nonparty.

DONE and ORDERED in Ocala, Florida on January 22, 2025. PHILIP R. LAMMENS United States Magistrate Judge Copies furnished to: Counsel of Record Unrepresented Parties