

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)

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