

**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

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