

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLORADO

Civil Action No. 10-cv-00912-REB-MEH

TINA GARCIA,

Plaintiff,

v.

BERKSHIRE LIFE INSURANCE COMPANY OF AMERICA,

Defendant.

---

**MINUTE ORDER**

---

**Entered by Michael E. Hegarty, United States Magistrate Judge, on October 19, 2010.**

Plaintiff's "Motion for an Order to Voluntarily Dismiss Without Prejudice or Costs, Under FRCP 41 for Legal and Personal Disability" [[filed October 15, 2010; docket #57](#)] is **denied without prejudice** for failure to comply with D.C. Colo. LCivR 7.1A and 7.1H.

The plain language of D.C. Colo. LCivR 7.1A states,

The court will not consider *any motion*, other than a motion under Fed. R. Civ. P. 12 or 56, unless counsel for the moving party or a *pro se* party, before filing the motion, has conferred or made reasonable, good-faith efforts to confer with opposing counsel or a *pro se* party to resolve the disputed matter. The moving party shall state in the motion, or in a certificate attached to the motion, the specific efforts to comply with this rule.

(Emphasis added). The Court reminds Plaintiff of her continuing obligation to comply fully with D.C. Colo. LCivR 7.1A. *See Hoelzel v. First Select Corp.*, 214 F.R.D. 634, 636 (D. Colo. 2003) (because Rule 7.1A requires meaningful negotiations by the parties, the rule is not satisfied by one party sending the other party a single email, letter or voicemail).

D.C. Colo. LCivR 7.1H permits the Court to strike any motion that is "verbose, redundant, ungrammatical, or unintelligible." Plaintiff's Prayer for Relief is unintelligible, as it is not clear to the Court what Plaintiff is requesting.