

UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA  
TAMPA DIVISION

ANTHONY HUNTER,

Plaintiff,

v.

Case No. 8:17-cv-325-T-33TBM

CITY OF FROSTPROOF,

Defendant.

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**ORDER**

This cause comes before the Court pursuant to Defendant City of Frostproof's Motion to Strike Portions of Plaintiff's Complaint (Doc. # 5), which was filed on February 16, 2017. The Motion fails to comply with Local Rule 3.01(g), M.D. Fla., which states in pertinent part:

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. A certification to the effect that opposing counsel was unavailable for a conference before filing a motion is insufficient to satisfy the parties' obligation to confer. The moving party retains the duty to contact opposing counsel expeditiously after filing and to supplement the motion promptly with a statement certifying whether or to what extent the parties have resolved the issue(s) presented in the motion.

If the interested parties agree to all or part of the relief sought in any motion, the caption of the motion shall include the word "unopposed," "agreed," or "stipulated" or otherwise succinctly inform the reader that, as to all or part of the requested relief, no opposition exists.

Local Rule 3.01(g), M.D. Fla.

Since this is a removed case, the Court takes this opportunity to clearly advise the parties that it expects full compliance with the Local Rules of the Middle District of Florida. As stated in Kindred Rehab Services, Inc. v. Florida Convalescent Centers, Inc., 3:06-cv-218-J-33MCR, 2007 U.S. Dist. LEXIS 42064, \*2 (M.D. Fla. June 11, 2007): "The importance of the Local Rules cannot be overstated. All counsel are expected to be familiar with and comply with all applicable rules of this Court. The purpose of Local Rule 3.01(g) 'is to require the parties to communicate and resolve certain types of disputes without court intervention.'" Id. (citing Desai v. Tire Kingdom, Inc., 944 F. Supp. 876 (M.D. Fla. 1996)).

This Court denies the Motion without prejudice due to the City's failure to comply with Local Rule 3.01(g), M.D. Fla. The City may file an amended motion in compliance with the Local Rules of the Middle District of Florida, particularly

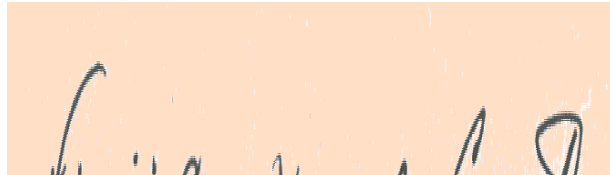
Local Rule 3.01(g), M.D. Fla., if the circumstances so warrant.

Accordingly, it is

**ORDERED, ADJUDGED, and DECREED** that:

Defendant City of Frostproof's Motion to Strike Portions of Plaintiff's Complaint (Doc. # 5) is **DENIED WITHOUT PREJUDICE** for failure to comply with Local Rule 3.01(g).

**DONE and ORDERED** in Chambers, in Tampa, Florida, this 17th day of February, 2017.

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