

\*\*\* FILED: BROWARD COUNTY, FL HOWARD FORMAN, CLERK 4/8/2013 4:57:22 PM.\*\*\*

IN THE CIRCUIT COURT OF THE 17<sup>TH</sup>  
JUDICIAL CIRCUIT IN AND FOR  
BROWARD COUNTY, FLORIDA

CASE NO: CACE 13-07337  
DIVISION: 21

RODIER & RODIER, P.A.,

Plaintiff,

vs.

DAVID CASSIDY,

Defendant,

/

**MOTION TO DISMISS COMPLAINT**

COMES NOW the Defendant DAVID CASSIDY, by and through the undersigned counsel and files his Motion to Dismiss Plaintiff RODIER & RODIER, P.A.'s Complaint pursuant to Florida Rules of Civil Procedure Rule 1.140(b)(6) and in support thereof states as follows:

1. On March 19, 2013, Plaintiff filed its Complaint.
2. Paragraph 6 of the Complaint alleges the following:  
Plaintiff and Defendant entered into an agreement for legal representation where Plaintiff agreed to perform legal services on behalf of Defendant and Defendant agreed to pay Plaintiff for said legal services.
3. Under Florida Rules of Civil Procedure Rule 1.130:  
All bonds, notes, bills of exchange, contracts, accounts, or documents upon which action may be brought or defense made, or a copy thereof or a copy of the portions thereof material to the pleadings, shall be incorporated in or attached to the pleading.... *Fla.R.Civ.P. 1.130(a)*.
4. Plaintiff references an agreement, but does not plead whether such agreement is

written or oral. If written, Plaintiff failed to attach same to the Complaint, in violation of Florida Rules of Civil Procedure Rule 1.130(a).

5. If Plaintiff is alleging an oral contract with Defendant, it must allege facts that, if true, demonstrate that the parties mutually agreed to certain and definite terms and that no essential terms were left open. *Rubenstein v. Primedica Healthcare, Inc.*, 755 So.2d 746 (Fla. 4<sup>th</sup> DCA 2000).
6. Paragraph 7 of the Complaint alleges Defendant owes Plaintiff \$134,221.50 for legal services rendered and references, *inter alia*, “detailed billing invoices for all costs expended and services rendered,” but said invoices are not attached to the Complaint, in violation of Florida Rules of Civil Procedure 1.130(a).
7. Based on the foregoing, under Florida Rules of Civil Procedure Rule 1.140(b)(6), Plaintiff fails to state a cause of action for which relief can be granted.

WHEREFORE, the Defendant DAVID CASSIDY respectfully requests this Court Dismiss Plaintiff's Complaint for failure to state a cause of action under the Florida Rules of Civil Procedure Rule 1.140(b)(6) and enter any further Order this Court may deem necessary and just.

*Certificate of Service on next page*

**CERTIFICATE OF SERVICE**

**Rodier & Rodier, P.A. v. David Cassidy**  
**Case No.: CACE 13-07337(21)**  
**Defendant's Motion to Dismiss**  
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I HEREBY CERTIFY that a true and correct copy has been sent via Email and U.S. Mail to: Brian M. Rodier, Esq., Rodier & Rodier, 400 N. Federal Highway, Hallandale, Florida 33009; [serviceofpleadings@rodierlegal.com](mailto:serviceofpleadings@rodierlegal.com); this 8<sup>th</sup> day of April, 2013.

s/ Jennie L. Colabelli

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