

IN THE CIRCUIT COURT OF THE
11TH JUDICIAL CIRCUIT IN AND
FOR MIAMI-DADE COUNTY, FLORIDA

CIVIL DIVISION

DENISE M. SCANZIANI, ESQ. P.A.
Plaintiff,

CASE NO.: 2014-005737 CC 26

vs.

MARIO JIMENEZ
Defendant.

PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT
INCLUDING A HEARING
TO TAX ATTORNEY'S FEES AND COSTS

Plaintiff, DENISE M. SCANZIANI, ESQ. P.A., a Florida corporation files this Motion for Summary Judgment Including a Hearing to Tax Attorneys' Fees and Costs against Defendant, MARIO JIMENEZ and says:

1. This Motion is filed pursuant to Fla. R. Civ. P. 1.510. The particular grounds on which the Plaintiffs' Motion for Summary Judgment Including a Hearing to Tax Attorneys' Fees and Costs is based are set forth below.
2. Plaintiff filed its Complaint for breach of contract on November 4, 2014.
3. Defendant was duly and regularly served with process.
4. The Retainer Agreement (hereinafter the "Contract") sued upon by Plaintiff constitutes a valid contract for performance of legal services by Plaintiff on behalf of Defendant, MARIO JIMENEZ.
5. Defendant breached and repudiated the Contract by failing to make payment to the Plaintiff in the sum of \$9,024.78 in satisfaction of the outstanding indebtedness incurred to Plaintiff pursuant to the Contract.

6. The Plaintiff is entitled to judgment as a matter of law as no genuine issues of material fact exist as to whether Defendant, MARIO JIMENEZ, has made the installment payments due according to the terms of the Contract, including late fees, pre-judgment interest, pre-litigation costs expended and reasonable pre-litigation and post-litigation attorney's fees incurred and any such additional amounts chargeable to the Defendant.

7. A summary judgment may be granted only in cases where there is no genuine issue of material fact. See *Connell v. Sledge*, 306 So.2d 194 (Fla. 1st DCA 1975) (citations omitted).

8. Florida Rule of Civil Procedure 1.510(c), allows a summary judgment to be entered whenever the pleadings, plus affidavits, depositions or other factual showings, reveal that there exists no genuine issue of material fact and that the Movant is entitled to judgment as a matter of law. See *Johnson v. Gulf Life Ins. Co.*, 429 So.2d 744 (Fla. 3d DCA 1983) (quoting *Horton v. Gulf Power Co.*, 401 So.2d 1384 (Fla. 1st DCA 1981), rev. den., 411 So.2d 382 (Fla. 1981)).

9. In the case at bar, the undisputed material facts on the record clearly demonstrate that Defendant, MARIO JIMENEZ, remains delinquent in fulfilling an obligation to satisfy costs and fees accruing on this account. When the material facts are undisputed, they form a question of law which the trial court is empowered to decide on a motion for summary judgment. See *Richmond v. Florida Power & Light Co.*, 58 So.2d 687 (Fla. 1952).

10. The pleading and admissions of file, together with the supporting Affidavits which may be filed hereinafter, along with any and all depositions which may be hereinafter taken, if any, show that there are no genuine issues as to any material facts. Accordingly, Defendant is entitled to Final Summary Judgment as a matter of law upon its complaint.

WHEREFORE, Plaintiff prays for entry of Final Summary Judgment in its favor against Defendant, MARIO JIMENEZ, for the relief set forth in its complaint.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was mailed this 6th day of January 2015 to: Mario Jimenez, e-service address: marioj01@yahoo.com.

Respectfully submitted,

By: 

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