

**UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA  
ORLANDO DIVISION**

**A & E AUTO BODY, INC., et al.,**

**Plaintiffs,**

**v.**

**Case No: 6:14-cv-310-Orl-31TBS**

**21ST CENTURY CENTENNIAL  
INSURANCE COMPANY, et al.,**

**Defendants.**

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**ORDER**

In this case, twenty-odd auto repair shops have sued thirty-odd insurance companies over so-called “direct repair program” (“DRP”) agreements. The complaint (Doc. 1) is more than thirty pages long and suffers from a host of problems. The most serious of these problems include:

1. Every allegation in the first 121 paragraphs of the Complaint is incorporated into the first count (titled “Quantum Meruit”), which begins at paragraph 122 and ends at paragraph 126. Every allegation in the first 126 paragraphs of the Complaint is incorporated into the second count (“Unjust Enrichment”), which begins at paragraph 127 and ends at paragraph 131. And so on through all remaining counts (“Quasi-Estoppel,” “Tortious Interference,” “Conversion,” “Violation of the Sherman Act – Price-Fixing,” and “Violation of the Sherman Act – Boycott”). Thus the Complaint is a prohibited “shotgun pleading,” with each count incorporating irrelevant allegations. *See, e.g., Strategic Income Fund, L.L.C. v. Spear, Leeds & Kellogg Corp.*, 305 F.3d 1293 (11th Cir. 2002). Dismissal is required.

2. The Complaint asserts that the Court possesses diversity jurisdiction (only) over the dispute, pursuant to 28 U.S.C. § 1332. (Doc. 1 at 9). However, as pleaded, all of the parties on both sides are Florida residents, and there is no diversity. If the plaintiffs choose to replead, the plaintiffs must establish grounds upon which this Court can exercise subject matter jurisdiction over this dispute.
3. The Complaint fails to identify which Plaintiffs have DRP agreements with which (if any) Defendants. If the plaintiffs choose to replead, this must be corrected.
4. With limited exceptions, the allegations of wrongdoing are attributed, collectively, to every Defendant and alleged to have been perpetrated upon every Plaintiff. While there may be situations in which such collective descriptions are sufficient, at least some of claims asserted here require individualized allegations. For example, if Plaintiffs' counsel were able to establish that Defendant A was unjustly enriched by shortchanging Plaintiff B, it would not entitle any other plaintiff to a judgment against Defendant A (or any other defendant). However, that is the way this action has been pleaded. If the Plaintiffs choose to replead, this must be corrected.

In consideration of the foregoing, it is hereby

**ORDERED** that the Complaint (Doc. 1) is **DISMISSED WITHOUT PREJUDICE**. All pending motions are **DENIED AS MOOT**. Should the Plaintiffs choose to replead, they must do so on or before June 27, 2014.

**DONE and ORDERED** in Chambers, Orlando, Florida on June 11, 2014.

  
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GREGORY A. PRESNELL  
UNITED STATES DISTRICT JUDGE

Copies furnished to:

Counsel of Record  
Unrepresented Party