

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
OCALA DIVISION

LANDRIA R. ADAMS, individually
and on behalf of all others similarly
situated,

Plaintiff,

v.

Case No: 5:23-cv-441-GAP-PRL

GENESIS ELDERCARE
REHABILITATION SERVICES, LLC
d/b/a POWERBACK
REHABILITATION, LLC, et al.,

Defendants.

ORDER

On April 3, 2024, following a jury trial, verdict was entered in favor of Defendants finding that Plaintiff agreed to, and was bound by the terms of two arbitration agreements. (Doc. 98). As a result, the Court directed that the case be compelled to arbitration and stayed this action. (Doc. 99). Defendants then filed a motion for taxation of costs against Plaintiff seeking costs as the prevailing party under Rule 54(d)(1), Fed.R.Civ.P. In response, Plaintiff argues *inter alia*, that Defendants are not entitled to costs because both arbitration agreements provide that “[e]ach party will pay for its own costs and attorneys’ fees.” Defendants did not address this argument in their motion. Accordingly, on or before **May 16, 2024**, Defendants shall file a reply memorandum, limited to 7 pages, addressing this issue.

DONE and ORDERED in Ocala, Florida on May 3, 2024.



PHILIP R. LAMMENS
United States Magistrate Judge

Copies furnished to:

Counsel of Record
Unrepresented Parties