

**These are generalizations only! Nothing herein creates an attorney-client relationship. Consult a Florida attorney for specific advice. PLEASE DO NOT SEND UNSOLICITED MATERIAL OR CONFIDENTIAL INFORMATION.**

**Question 8** Do I have to file a law suit right away? Shouldn't we negotiate first or try mediation?

**Answer**

This inquiry is common to all types of litigation and is a complex question. Often, it is beneficial to talk to the other side before initiating suit. However, there are situations where time is critical.

**Examples:**

1. Statutes of Limitation: Many law suits are BARRED if not filed within a certain period of time.
2. Prevent Transfer of Real Property: The only way to keep a person in title from selling a house, lot or condo to which you have a claim, is to file suit & place a notice, called a Notice of Lis Pendens, in the public land records. However, this can not be done lightly. Further, it can ONLY be done when a law suit is filed simultaneously. Be aware, in some circumstances, a Notice of Lis Pendens only operates for one year, unless extended by court order. If a party fails to timely ask for that extension, they may lose the right to any extension.
3. Claim of Lien (Construction): These can only be filed in strict accordance with Florida Construction Lien Law and will expire one (1) year from the date of the original Claim of Lien, unless an action to enforce the lien is filed within the year. Construction Law is complex. There are severe penalties for frivolous liens.
4. Community Association & Assessment Liens: Liens filed by Condominium & Homeowner Associations expire within a year from the date of the original (not the amended) Claim of Lien, unless an action to enforce the lien is filed within the year.

These are just a few of the reasons one is often wise to take action quickly. Settlement possibilities can still be pursued while litigation is ongoing. In fact, the Court will often mandate mediation before trial. [CLICK HERE TO SEE INFORMATION ON MEDIATION AND OTHER ALTERNATIVE DISPUTE RESOLUTION METHODS.](#)

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**Ross Lanier & Deifik PA 239 262-2874 or 262-6161** serves Collier & Lee counties (Naples, Fort Myers, Bonita Springs, Marco Island, Cape Coral, Estero).

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~ **FLORIDA ONLY May 2008** ~

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