LUKS, SANTANIELLO PETRILLO, COHEN & PETERFRIEND
OUR VERDICTS TELL THE STORY

1995 - 2022

27 Years of Litigation Excellence

LEGAL UPDATE

VOLUME 21, ISSUE 1 JUNE 2022

VERDICTS, SUMMARY JUDGMENTS, APPELLATE RESULTS

Shooting Wrongful Death 16-Year-Old — Brevard County — Summary Judgment Granted

Laurette Balinsky, Esq.

Orlando Senior Partner Laurette Balinsky, Esq., obtained a final summary judgment in a negligent security case involving the shooting death of a 16 year old, in the matter styled *Shonte Bunch, as PR of the Estate of Martorell Williams v. Pilot Travel Centers LLC, SSA Delaware and Northlake Foods, d/b/a Waffle House* in Brevard County, Florida. The PR alleged that Pilot/SSA breached their non-delegable duty to decedent to provide a reasonably safe premise by allowing crowds to congregate on their premises, thereby creating a foreseeable zone of risk to invitees. The Complaint alleged that Defendants allowed hundreds of people to congregate on the premises and that multiple crimes purportedly occurred in the three years before the incident. The plaintiff was seeking $5M on the case. *Read more ... page 4.*

INSIDE LEGAL UPDATE

Daniel Santaniello, Esq.

Tender of $1M Policy Limits Rejected – $13,023,932 Jury Demand – 2-Week Trial Miami – Net Verdict $590,751.

Senior Partner Luis Menendez-Aponte, Esq., and Managing Partner Daniel Santaniello, Esq., obtained a favorable result in a motorcycle accident matter that occurred on northbound Turnpike just north of Florida City. Plaintiffs jointly asked for $13.1 Million dollars. The $1M policy limits had been tendered and rejected well in advance of trial. The jury apportioned liability 50% to the Plaintiff(s), 10% to the fabre driver, and 40% to the Defendant Abby Tingjing Lu resulting in a net verdict of $590,751.

Luis Menendez-Aponte, Esq.

The case styled *Ifrain Roque & Ashley Lewis v. Abby Tingjing Lu* was tried over the course of two weeks before Judge Charles Johnson in Miami-Dade County. Our client insured was a student of Chinese descent living in New York City and visiting the Florida Keys. She had rented a vehicle from Hertz and was heading back to Fort Lauderdale when the accident happened. Plaintiff was a Cuban-American and Miami resident. His wife, a registered trauma nurse with the Jackson Memorial Health Care System, was on the back of a motorcycle at the time of the accident. Coincidently they were both airlifted to Jackson from this accident. The jury was comprised of five Cuban Americans and one African American. *Read more ... page 5.*

FLORIDA'S HIGH COURT CONSIDERS MASSIVE OVERHAUL OF CIVIL RULES

by Janine Menendez-Aponte, Esq., Strategic Mentoring & Training Partner

Janine Menendez-Aponte, Esq.

The Florida Supreme Court may adopt broad-sweeping changes to our state's Rules of Civil Procedure.[1] While procedural reform is nothing new in Florida, these changes are significant because of their scope and magnitude. Of note, this proposed amendment did not start or pass through the Florida Bar's Civil Procedure Rules Committee ("Committee"),[2] which carries out the mandate of Florida Rule of Judicial Administration 2.140 regarding new rules of procedure and changes to existing rules. Instead, on October 31, 2019, the Court bypassed the Committee[3] and established its own "Workgroup on Improved Resolution of Civil Cases" ("Workgroup") to make recommendations directly to the Court regarding effective statewide case management processes.[4] *Read more ... page 2.*

FLORIDA'S HIGH COURT CONSIDERS MASSIVE OVERHAUL OF CIVIL RULES, *CONT.*

by Janine Menendez-Aponte, Esq., Strategic Mentoring & Training Partner

The ten-member Workgroup[5] immediately began researching, reviewing, studying, discussing, and revamping our current practice and procedures in a process that lasted over two years. On November 15, 2021, the Workgroup released their four-step plan to streamline case handling:

> (1) active case management and early judicial intervention, including scheduling discovery and trial deadlines;
> (2) implementing rules to ensure strict adherence to the schedule;
> (3) public reporting of case management data; and
> (4) enhanced continuing education concerning active case management.[6]

Although these concepts appear facially acceptable at a broad level, the details of the report are causing widespread pause and concern from attorneys and judges across the state.

One member of the Board of Governors called the proposal "seismic."[7] The Workgroup's chair, Chief Judge Robert Morris, called it a "paradigm shift."[8] The Rules Committee notes that the "Final Report of the Workgroup, totaling over 300 pages, constitutes a comprehensive rewrite of the Rules of Civil Procedure."[9] As a forewarning, Judge Morris cautioned that the Bar and judges will share "the pain"[10] that will accompany the transition to their proposed model.

The overall efficiencies of the federal system served as the blueprint for the Workgroup despite the critical lack of resources in our state court system.[11] As such, transition to the proposed model would not just be growing pains, but instead pains with no meaningful antidote unless the legislature acts. To illustrate, Judge Morris commented, "Are you going to fix the system and push people to the breaking point so the legislature will change the dynamics?"[12]

The proposed new system mandates universal active management at case inception with rigid schedules and deadlines backed by enhanced sanctions[13] for non-compliance with little or no room for judicial discretion.[14] To maintain the schedule, Judge Morris explained, "Continuances are going to be very difficult to get in this new world."[15] As proof, the Workgroup strips the judge of discretion to grant a continuance for many of the rational reasons trial lawyers seek such relief. Discovery incomplete? Mediation rescheduled? Dispositive motions pending? Experts or other key witnesses unavailable? Trial counsel has a scheduling conflict? Get ready to pick your jury.

There are other significant components with the aim of ensuring adherence to the schedule and streamlining cases. The Workgroup expects judges to rule "on the papers" for many types of motions within 60 days in lieu of hearings. When hearings are scheduled, litigants would need court approval to cancel or reschedule. "Extremely toothy sanctions" are another component of the package, Judge Morris said.[16] In addition to creating a new stand-alone "sanctions rule," the Workgroup repeats and emphasizes sanctions in virtually all of their rules. The new rules would also require filing of leave to add a *Fabre* defendant "within 15 days of when the party seeking to amend knew or reasonably should have known, with the exercise of due diligence…" Other well-known deadlines are also changed, and further proposed measures include the creation of a "Pretrial Coordination Court."

The Workgroup's comprehensive Final Report is located on the Florida Supreme Court's Docket Case Number: SC22-122.[17] The Court invited comment on the proposed amendments until June 1, 2022.[18] Our firm submitted a comment, summarized here:

Although the pandemic evolved and progressed over the course of the last two years, the realities of our post-pandemic world were absent from the Workgroup's analysis, findings, and recommendations. The Georgetown University Law Center and the Thomson Reuters Institute reports "at the end of November 2021, all law firms were edging dangerously close to losing almost one-quarter of their associates in 2021." The American Bar Association's 2021 Nationwide Survey of the Legal Profession reports that the pandemic has influenced women, even more than has been usual, to consider whether to step back from or leave the profession. This COVID-19 induced "great resignation" stems from many factors, including stress, burnout, lack of support and flexibility, or perceived better opportunities. Given the depth and magnitude of the proposed changes, there is real concern that firms will not have enough personnel to ensure essential quality representation of their clients.

While we recognize the extensive effort that went into the Workgroup's proposal, eliminating delay in our civil courts does not require completely rewriting our rules. This is clear because the courts responded to the pandemic swiftly and deliberately with innovative practical solutions born of necessity without disturbing the rules. According to Chief Justice Charles Canady, a Supreme Court order featuring "some pretty aggressive case management" issued in April 2021, AOSC20-23, has resulted in "quite a dramatic reduction" in the backlog of cases.[19] Notably, the Florida Bar News reports that between July and December 2021, the backlog in circuit civil fell 36% and county civil fell 26%.[20] The Court's adoption of the federal summary judgment standard is also easing the bottleneck of cases awaiting trial. Likewise, the widespread use of remote proceedings helps speed the resolution of cases. There is still more work to do; but imposing harsh and inflexible new rules that are unable to adapt to the ever-changing circumstances of our "new normal" is not the solution.

There has perhaps never been a worse time for Florida to adopt a wholesale rewrite of its rules of civil practice and procedure.

FLORIDA'S HIGH COURT CONSIDERS MASSIVE OVERHAUL OF CIVIL RULES, *CONT.*

by Janine Menendez-Aponte, Esq., Strategic Mentoring & Training Partner

Attorneys are already exercising heightened diligence to navigate the various disruptions and changes to the post-pandemic legal landscape. The proposed rewrite of our current system is a breeding ground for costly errors that will inevitably cause some to misunderstand its application, or otherwise miss one of the many rigid deadlines during this period of already intense transition.

While the proposal seeks to solve an immediate problem by taking a rigid hard line, it does not consider – or simply chooses to ignore – the far-reaching negative effects such changes would have on our state's system of justice. The overall challenges brought by the pandemic provided an opportune moment for the Workgroup to consider the real impact their proposed changes would have on the law firms and lawyers that make up our state's Bar. Instead, the aggressive proposal would reshape and repackage Florida's legal system with dire consequences for the people and businesses that keep our system running day after day. Given the above concerns, our primary recommendation is that the Supreme Court refrain from approving the proposed revisions.

[1] Of note, on May 26, 2022 the Court, on its own motion, amended Florida Rule of Civil Procedure 1.442 to exclude non-monetary terms from a proposal for settlement (with the exceptions of a voluntary dismissal with prejudice and any other nonmonetary terms permitted by statute). As a practical matter, this means that proposals for settlement conditioned upon execution of a release are a thing of the past. The amendment takes effect on July 1, 2022.

[2] The Committee is comprised of attorneys and judges with highly specialized experience and training in this realm. Fla. R. Jud. Admin. 2.140(a)(4).

[3] This is not new. The Committee recognized that the Court bypassed them on other more recent initiatives, including *Daubert*, the summary judgment standard, and the apex rule. The Civil Procedure Rules Committee of the Florida Bar, Virtual Meeting Minutes (October 14, 2021) https://www-media.floridabar.org/uploads/2020/03/Civil-Procedure-Agenda-October-2021-1.pdf

[4] In Re: Workgroup on Improved Resolution of Civil Cases, Fla. Admin. Order No. AOSC19-73 (Oct. 31, 2019).

[5] The Workgroup's members: Chief Judge Robert Morris, Chair, Judge Jennifer Bailey, Mr. Kenneth B. Bell, J.D., Mr. Thomas S. Edwards, Jr., Mr. Scott G. Hawkins, J.D., Judge Robert W. Lee, Chief Judge Michael T. McHugh, Judge Donald A. Myers, Jr., Judge Christopher C. Nash, and Mr. Eugene K. Pettis, J.D.

[6] *Judicial Management Council Workgroup on Improved Resolution of Civil Cases Final Report*, No. SC22-122 (Jan. 10, 2022) https://efactssc-public.flcourts.org/casedocuments/2022/122/2022-122_petition_79499_e39.pdf

[7] Jim Ash, *Supreme Court Considers Wide-Ranging Changes Aimed at Streamlining Civil Cases*, (Dec. 6, 2021) https://www.floridabar.org/the-florida-bar-news/supreme-court-considers-wide-ranging-changes-aimed-at-streamlining-civil-cases/

[8] *Id.*

[9] See *Motion by the Civil Procedure Rules Committee for a 30-day Extension of Time to Comment*, No. SC22-122 (March 15, 2022) https://efactssc-public.flcourts.org/casedocuments/2022/122/2022-122_motion_125720_motion2dext20of20time2028misc29.pdf

[10] See *supra* n. 6.

[11] As an example, the federal system employs multiple layers of law clerks, magistrates, magistrate's law clerks and case managers, while state courts typically have judicial assistants supporting the judge.

[12] See *supra* n. 6.

[13] The word "sanction" appears over forty five times in the proposed rules.

[14] The word "discretion" appears only seven times in the proposed rules.

[15] See *supra* n. 6. One Rules Committee member also observed, "[u]nder the new continuance rule, even the death of a client would not be sufficient to get a continuance." See *supra* n. 2.

[16] See *supra* n. 6.

[17] See *supra* n. 5

[18] The original deadlines were extended by Order. Upon review of the filed comments, there is near unanimity that the proposed Rules are too drastic. The Workgroup has until June 22, 2022 to respond and requests for oral argument are pending before the Court.

[19] Jim Ash, *Chief Justice Canady: Courts are Making Headway in Clearing Case Backlogs*, (Jan. 25, 2022) https://www.floridabar.org/the-florida-bar-news/chief-justice-canady-courts-are-making-headway-in-clearing-case-backlogs/

[20] *Id.*

ABOUT THE AUTHOR

Janine Menendez-Aponte, Esq., is the firm's Strategic Mentoring and Training Partner. She is also a member of the firm leadership committee focused on developing diversity and inclusion policies and strategies to attract, develop and retain a diverse workforce. Prior to joining the firm, Janine was in-house counsel for a national insurance carrier. In this capacity, she gained invaluable trial experience defending numerous cases to jury verdict.

As Strategic Mentoring and Training Partner, Janine develops and implements innovative programs to train, mentor, develop, and retain the firm's talented and diverse litigators. Janine stays abreast of the tactical shifts used by the Plaintiff's bar and delivers on-time education so our attorneys can be more agile, quickly adapting to the evolving legal environment. She oversees the firm's in-house CLE program, providing training on fundamental principles of practice such as discovery, expert depositions, motion practice, time limit demands, and trial practice and procedure. Janine is also implementing the firm's formal mentoring program, aligning partners with associates to further advance the firm's culture of learning.

Janine brings to her role over a decade of experience working as a trial attorney, devoting over half of her career to advising and representing a national Fortune 100 Insurance Company and its insureds in claims related litigation. In that role, Janine handled auto liability, general liability, personal injury protection, uninsured/underinsured motorist, property damage, time and policy limit demands and tenders, and aggressively worked to combat excessive billing practices of medical providers and surgical centers. She has obtained numerous defense verdicts at jury trial. Janine has also litigated sophisticated insurance coverage disputes in state and federal courts serving individuals, major corporations, and small and mid-sized businesses operating across various industries.

Janine is admitted to practice in the State of Florida (2010), including the United States District Court for the Southern (2013) and Northern Districts of Florida.

VERDICTS AND SUMMARY JUDGMENTS, *CONT.*

Shonte Bunch, as PR of the Estate of Martorell Williams v. Pilot Travel Centers LLC, SSA Delaware and Northlake Foods, d/b/a Waffle House

Negligent Security Shooting Wrongful Death Summary Judgment Granted

Plaintiff Counsel: King & Markman, P.A. (Tyrone King)

Laurette Balinsky, Esq.

Senior Partner (Orlando)

LBalinsky@insurancedefense.net

Defendants moved for summary judgment shortly after the May 2021 amendment to Rule 1.510, Fla.R.Civ.P. Defendants' Motion was based on two distinct grounds: (1) that Defendants owed no duty to the decedent; and (2) decedent's claim was barred by Fla. Stat. §768.075(4) since he was involved in a felony at the time of the shooting.

Defendants' primary argument as to lack of duty was predicated on the fact that the shooter fired the deadly shot from the premises of our client, and that there was no record evidence as to the exact location of the decedent to our property line when he was shot. Defendants argued that decedent was, at best, within an easement granted to the adjoining property owner, and not within a location controlled by Defendants. As such, it was Defendants' position that there is no duty under Florida law to protect an invitee from a crime committed by a third party outside of its premises. To hold otherwise, would extend Florida law and turn premises liability on its head.

Plaintiff vigorously opposed Defendants' Motion for Final Summary Judgment and filed an Affidavit by security expert, Michael Zoovas. Within their Reply brief, Defendants moved to strike the Affidavit, arguing that it was essentially a sham, because the expert ignored evidence and completely failed to acknowledge the location of the shooter. Defendants further argued that the expert's opinion that the decedent was shot on Pilot's premises should be stricken because the opinion was not supported by any evidence and fell outside the expert's background, education, training, and expertise. Moreover, the location of the decedent was not germane to the duty argument, since it was clear that the tort was committed (i.e., the gun was fired) from a location outside of premises owned or controlled by Defendants. In other words, the expert's Affidavit was simply a distraction.

The Court conducted two lengthy hearings. Plaintiff submitted a total of four briefs; one was submitted the day after the conclusion of the second hearing. After consideration of Plaintiff's untimely Supplemental Memorandum of Law, the Court granted Defendants' Motion for Final Summary Judgment. In its opinion, the Court stated that it was "loathe to find a 'crowd' as inherently dangerous a hazard as buried electric cables or to extend a duty to property owners for crimes that occur off their premises where that property owner has not caused the conditions for the injury." The Court further found that the existence of an easement providing ingress and egress does not extend liability to Defendants, and that Defendants did not have a duty to decedent for criminal acts initiated on an adjoining property. This is a significant win for the defense bar, and protects property owners from an extension of liability for acts that occur outside of an owner's premises, and from acts which are outside of their control.

Read more Verdicts and Summary Judgments ..... page 5.

VERDICTS AND SUMMARY JUDGMENTS, *CONT.*

Ifrain Roque & Ashley Lewis vs. Abby Tingjing Lu
Motorcycle Accident | Favorable Verdict
Plaintiff Counsel: Menendez Trial Attorneys (Jose M. Menendez); Ralph O. Anderson, P.A. (Ralph Anderson)

Daniel Santaniello, Esq.
Firm-Wide Managing Partner
DJS@insurancedefense.net

Luis Menendez-Aponte, Esq.
Senior Partner (Miami)
LMenendez-Aponte@insurancedefense.net

Our Client encountered some debris on the turnpike and attempted to swerve to avoid it. Nine witnesses testified regarding the accident. There was a dispute over the existence and extent of the debris and a dispute over the actions of our client.

The Plaintiffs alleged that the Defendant improperly failed to avoid the debris like other cars that had successfully maneuvered around it according to witnesses. They suggested she was looking at her phone using it for GPS navigation. They claimed that the Event Data Recorder supported that our client moved into the shoulder and then abruptly moved back into the travel lane at only 5.6 mph, striking the motorcycle. They called expert engineer Ralph Aronberg, P.E. who testified the defendant was totally at fault for the accident.

The Defense disputed liability. We called motorcycle expert and engineer Alan Moore to the stand to testify that the plaintiff was following too closely. The Court did not allow us to present evidence that the plaintiff did not have a motorcycle endorsement.

The injuries to both plaintiffs were significant. Ifrain Roque, the motorcycle operator, was catapulted at 65 mph into the median and sustained significant lower right extremity injuries involving degloving injuries, a shattered femur, shattered ankle. He can no longer walk without pain and severe limp and needs to undergo at least two further surgeries, including an ankle fusion which was not disputed by the defense medical experts. He required four surgeries to save the leg. He did not have health insurance so his **specials totaled $906,214.**

Ashley Lewis, his girlfriend-passenger and now wife, also was catapulted onto the left lane, where she sustained a fractured femur and required emergency surgery to align and fixate it. She continues to suffer from pain and limitations due to her leg. Her **medical bills were $100,003**. It is significant to note both plaintiffs are very young — in their late twenties when the accident happened.

Opposing counsel, Jose Menendez, a renowned Miami tobacco trial lawyer, asked the jury for $9,000,000 in pain and suffering for Ifraine Roque and $3,020,715 in pain and suffering for Ashley Lewis. The total damages requested in closing argument were $9,906,214 for Ifraine and $3,117,718 for Ashley Lewis, both totaling **$13,023,932.00.**

More than 20 witnesses were called to this trial, including eight plaintiff medical experts. The defense employed two key strategies to deal with the sympathy/prejudice associated with a Miami trial involving a Cuban-American plaintiff versus a Chinese resident of New York; and a reasonable pain and suffering award in light of the facts. These strategies were employed in jury selection and closing arguments and helped deliver a verdict wherein the jury gave less than the defense even suggested for non-economic damages. Please feel free to reach out directly to Dan Santaniello to discuss this result further.

Read more Verdicts and Summary Judgments ..... page 6.

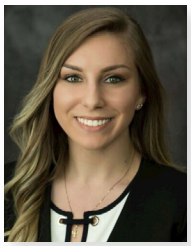
VERDICTS AND SUMMARY JUDGMENTS, *CONT.*

Joe L. Pressler v. Tower Hill Signature Insurance Company

First Party Property (Hurricane Irma) | Verdict of $125,918.63 ACV | April 21, 2022

Plaintiff Counsel: Bild Law Firm (Adam Bild); Cheffy Passidomo, P.A. (Debbie Crocket)

Patrick Boland, Esq.
Senior Partner (Fort Myers)
PBoland@insurancedefense.net



Brittany Cocchieri, Esq.
Senior Associate (Fort Myers)
BCocchieri@insurancedefense.net

William Peterfriend, Esq.
Managing Partner (Fort Lauderdale)
WPeterfriend@insurancedefense.net

Fort Myers Senior Partner Patrick Boland, Esq., Senior Associate Brittany Cocchieri, Esq., and Fort Lauderdale Managing Partner William Peterfriend, obtained a favorable result in a Hurricane Irma property claim for damages to a property located in Fort Myers, Florida. The matter styled *Joe L. Pressler v. Tower Hill Signature Insurance Company* involved a condemned property due to Hurricane Irma damage and pre-existing damage, as well as Plaintiff's failure to conduct timely and adequate repairs after Hurricane Irma. The Defense was successful in having the trial issues limited to damages under Coverages A (Dwelling) and B (Other Structures) only, though Plaintiff was originally claiming damages under Coverages C (Personal Property) and D (Additional Living Expenses) as well. The Defense successfully had the claims under Coverages C and D abated, due to Plaintiff's failure to timely provide any documentation in support of those claims until the month of trial. This significantly lessened the potential exposure at trial for our client, as before those claims were abated, Plaintiff's demand was significantly more than what Plaintiff ultimately asked for at trial for Coverages A and B. At trial for Coverages A and B, Plaintiff asked for $317,450.38.

The case was tried over three days before Chief Judge Michael McHugh in Lee County. Our client, Tower Hill, insured the Plaintiff's property at the time of Hurricane Irma. Plaintiff timely reported a claim for Hurricane Irma damage to Tower Hill, but was thereafter unresponsive and failed to maintain communication with Tower Hill, forcing Tower Hill to eventually close the claim due to inactivity and unresponsiveness. Tower Hill later re-opened the claim on its own volition, and ultimately issued a $100,667.24 check to Plaintiff for his property damages, after removal of recoverable depreciation at $35,288.70 and the applicable hurricane deductible of $5,100. Plaintiff received but did not endorse the check, later claiming a satisfied lienholder was incorrectly listed as a payee and the check amount was not enough for his damages. However, Plaintiff never advised Tower Hill of any issue or disagreement with the check amount or payees, and Plaintiff ultimately held onto the check for years after receiving it while the property continued to deteriorate to the point Lee County condemned the home.

The Defense did not dispute that the property was damaged by Hurricane Irma, but argued that the extent of the damages sustained was exacerbated by the Plaintiff's failure to do anything with the $100,667.24 check he admitted at trial to receiving. Plaintiff also admitted at trial that despite receiving the check, he never advised Tower Hill of any disagreement he had with the amount and never advised Tower Hill that he could not cash the check because it listed a satisfied lienholder. Plaintiff also admitted at trial that it was the lienholder's fault – not Tower Hill's – for not timely filing the appropriate documentation regarding the satisfaction. Plaintiff also admitted that he never advised Tower Hill at any time that the lien was satisfied, despite his policy and the payment letter clearly requesting he advise Tower Hill if any of the lienholders listed are inaccurate. More than two years passed after Plaintiff received the check but before he filed a lawsuit against Tower Hill. At no point during those two-plus years did Plaintiff communicate with Tower Hill or request the check be re-issued so he could complete repairs to his property. All parties' experts agreed at trial that the damages significantly worsened over time.

The Defense also argued that the Plaintiff's roof had pre-existing damage in the form of visible holes and depressions in the roof, and that the roof of this property was by no means in pristine let alone satisfactory condition. This was argued to illustrate the pre-loss condition of the property, as a property insurance policy only requires the insurer to put the property back in its pre-loss condition after a covered loss. Plaintiff at trial requested an amount not only in excess of policy limits but also in excess of what the property pre-loss was worth based on the poor condition of the roof. The Defense called the Plaintiff's neighbor as a witness who testified that she has lived across the street from the Plaintiff for several years and saw the hole in the roof every single day.

VERDICTS AND SUMMARY JUDGMENTS, *CONT.*

The neighbor testified that the hole in the roof significantly grew in size over time and existed long before Hurricane Irma. The neighbor also testified that she never saw any roof repairs done prior to Hurricane Irma – which was an issue, as Plaintiff argued repairs were completed just prior to Hurricane Irma. The Court did not allow the Defense to call a representative from Lee County Code Enforcement as a witness to testify regarding the pre-loss condition of the property or the several ongoing code violations the Plaintiff has received for his property for years before Hurricane Irma.

Opposing counsel asked the jury in closing argument to award Plaintiff $317,450.38 total for damages under Coverage A -Dwelling and Coverage B - Other Structures ($242.19 for a light post on the property), for which the limits of coverage under the policy are $255,000.00 and $5,100.00 respectively. Ultimately the jury returned a verdict finding the total replacement cost value of damages to the Plaintiff's property under Coverages A and B combined to be $153,125.80, and applicable depreciation to be $27,207.17. Based on the jury's factual findings, the actual cash value of damages to the Plaintiff's property is calculated to be $125,918.63. The Defense has filed a post-trial Motion to Determine Verdict Reductions or Application of Set-Offs, which is still pending before the Court.

Jack McDowell v. Defendant Retail Store

Premises Liability | Favorable Verdict

Plaintiff Counsel: Law Offices Of C.W. Wickersham Jr., P.A (Christopher Wickersham, Jr.)

Deana Dunham, Esq.
Junior Partner (Jacksonville)
DDunham@insurancedefense.net

George John Veith, Esq.
Junior Partner (Jacksonville)
JVeith@insurancedefense.net

Plaintiff asked Jury for $3.6M – 1 Week Trial Duval County – Net Verdict $43,000.

Partners G. John Veith, Esq., and Deana Dunham, Esq., obtained a favorable verdict in a premises liability matter which was heavily litigated in the Circuit Court for Duval County, Florida. The trial was conducted over the course of a full week with the Plaintiff calling a forensic engineer and four medical experts. Plaintiff asked the jury for $3.6 million. However, after attributing 40% comparative fault on the Plaintiff, the jury returned a net verdict of $43,000. Due to a defense proposal for settlement filed well in advance of trial, the Defendant will be entitled to seek reimbursement of its attorney's fees and costs.

Plaintiff alleged the retail store violated its internal inclement weather policy by failing to have an entrance mat, warning cone and umbrella bag holder in the correct places. Since it had been raining at the time of the accident, Plaintiff alleged that other customers had tracked water into the store on their feet, shopping carts and umbrellas, which created an unreasonably hazardous and slippery floor. Plaintiff alleged that the crutches he was using slid out from beneath him as he entered the vestibule to the store, causing him to fall forward landing on his right knee and face. After his fall, Plaintiff consulted a neurosurgeon who performed an anterior decompression and cervical fusion ("ACDF") surgery to alleviate symptoms of neck pain, numbness and tingling. Plaintiff also consulted an orthopedic surgeon who recommended surgery on his right knee to address a partial thickness, intrasubstance tear of the patellar tendon. Both doctors treated the Plaintiff under letters of protection. Plaintiff claimed past medical damages of **$156,951.00**, future medical damages of **$425,000.00** and past and future wage loss of **$672,000**. Using a per diem argument, Plaintiff also sought more than **$2,265,000.00** in compensatory damages for past and future pain & suffering, inconvenience and loss of enjoyment of life. Collectively, Plaintiff asked the jury to return a verdict in excess of **$3.6 million**.

The trial team worked closely with appellate counsel Dan Weinger, Esq., and Nicholas Christopolis, Esq., to successfully address delicate legal issues arising during the trial. These included an evidentiary Daubert hearing held outside the presence of the jury, as well as foundational and Worley issues raised by the Plaintiff.

The defense strategy utilized a two-pronged approach that focused on building a solid comparative fault defense while simultaneously exposing the lack of legal causation for Plaintiff's alleged injuries.

Read more Verdicts and Summary Judgments ..... page 8.

VERDICTS AND SUMMARY JUDGMENTS, *CONT.*

Cynthia Veenstra v. BJ's Restaurants

Premises Liability | Summary Judgment

Plaintiff Counsel: Unice Salzman Jensen, P.A., (Jeffrey Jensen, Esq.)

Meghan Theodore, Esq.
Senior Partner (Tampa)
MTheodore@insurancedefense.net

Matthew Moschell, Esq.
Senior Associate (Tampa)
MMoschell@insurancedefense.net

Tampa Senior Partner Megan Theodore, Esq., and Senior Associate Matthew Moschell, Esq., recently obtained Summary Judgment in a premises liability action arising out of an alleged slip and fall in Pinellas County, Florida. In matter styled *Cynthia Veenstra v. BJ's Restaurants*, plaintiff alleged that she slipped on a fork at BJ's Restaurants while being led to her table by a hostess, and claimed that BJ's neither maintained its premises nor warned of a dangerous condition. As a result of this incident, Plaintiff claimed injuries to her left shoulder, left arm, ribs, and back. She sought recovery of past and future economic and non-economic damages, including lost wages and loss of future earnings due to her purported inability to return to work.

On Summary Judgment, we argued that there were no genuine issues of material fact and that BJ's was therefore, entitled to judgment as a matter of law. Specifically, we maintained that Plaintiff had not, and could not, prove that BJ's had notice of the allegedly dangerous condition that led to the fall. We also argued that proof of BJ's alleged negligence would require a jury to indulge in the prohibited mental gymnastics of constructing one inference upon another. Ultimately, our Motion was well-taken, and the Court granted Final Summary Judgment with prejudice.

Mary Pravato v. G&H Concrete and Sod, Inc. and Sun Communities, Inc.

General Liability | Summary Judgment

Plaintiff Counsel: Wolfson Law Firm (Jonah Wolfson)

William Peterfriend, Esq.
Managing Partner (Fort Lauderdale)
WPeterfriend@insurancedefense.net

Erin O'Connell, Esq.
Junior Partner (Boca Raton)
EOconnell@insurancedefense.net

Managing Partner William Peterfriend, Esq., and Junior Partner Erin O'Connell, Esq., obtained a favorable result in a general liability negligence matter. Plaintiff filed suit against multiple defendants as a result of alleged injuries she sustained in a trip and fall on her own property. She specifically claimed she tripped on a piece of missing or broken sidewalk in her yard, causing her to fall. Defendant G&H Concrete and Sod, Inc. had previously performed work on sidewalks in Plaintiff's neighborhood. In her deposition, Plaintiff testified that she was tired of seeing debris in her yard and elected to go out and rake it up. While admittedly walking backward and not looking where she was going, she tripped and fell over something. She testified she did not know what she tripped on. Plaintiff further testified that she merely assumed the debris in her yard was from Defendant G&H. Her testimony reflected that the debris was present in her yard prior to when she moved on to the property, and she was aware of it.

Defendant filed its Motion for Summary Judgment, arguing that the alleged dangerous condition caused by the debris in Plaintiff's yard was open and obvious. Plaintiff was admittedly aware of the debris, admitted she went to rake up said debris, and admitted she was not looking where she was walking as she moved backwards, therefore she was not sure what it was she tripped over. Further, Defendant argued that they owed no duty to the Plaintiff as they were never in possession or control of the premises where the fall occurred, nor had they been in the vicinity of the property for over two months prior to the date of loss. The Court, and Honorable Judge Nicholas Lopane agreed with Defendant, and entered an Order for Final Summary Judgment in favor of the Defendant. Plaintiff initially demanded **$250,000.00**.

VERDICTS AND SUMMARY JUDGMENTS, *CONT.*

Leon Hood & Felicia Brown v. Elizabeth Vilece and Frank Vilece

Motor Vehicle Accident | Court Upheld Order Dismissing Lawsuit without Prejudice and Granted Defendant's Motion for Costs

Plaintiff Counsel: Dan Newlin Injury Attorney (Michael Donsky)

Anthony Merendino, Esq.
Managing Partner (Orlando)
AMerendino@insurancedefense.net

Anthony Merendino, Esq., obtained a favorable result in a Motor Vehicle Accident matter styled *Leon Hood & Felicia Brown v. Elizabeth Vilece and Frank Vilece* when the Court denied Plaintiffs' Motion to Vacate the Order of Dismissal and thereby upheld its prior Order dismissing the lawsuit without prejudice. The Court also granted the Defendants' Motion for Costs for defending the action.

Plaintiffs alleged that Defendant rear-ended the Plaintiffs' motor vehicle. The Court issued a Case Management Order requiring the Plaintiffs to submit an Agreed Case Management Plan by a date certain outlining pretrial deadlines. The Plaintiffs failed to timely file an Agreed Case Management Plan by the deadline imposed by the Court's Case Management Order. The Court issued an Order to Show Cause requiring the Plaintiffs to explain why the Case Management Plan was not timely filed. Thereafter, counsel for the Plaintiffs and Defendants agreed upon a Case Management Plan, but the Plaintiffs neglected to file the Case Management Plan. The Court subsequently entered an Order of Dismissal of the case without prejudice. Plaintiffs filed a Motion to Vacate the Order of Dismissal alleging excusable neglect, and filed an Affidavit of a paralegal supporting the excusable neglect (which attempted to explain why the agreed Case Management Plan had not been filed). At a hearing on Plaintiffs' Motion to Vacate the Order of Dismissal, Mr. Merendino pointed out deficiencies in the Affidavit filed by the Plaintiffs and convinced the Court that Plaintiffs had not demonstrated the requisite excusable neglect. The Court denied Plaintiffs' Motion to Vacate the Order of Dismissal and thereby upheld its prior Order dismissing the lawsuit without prejudice. The Court also granted the Defendants' Motion for Costs for defending the action.

Reid v. Whitehall Condominium of Pine Island Ridge II Association, Inc.

Condo Association Claim | Voluntary Dismissal with Prejudice

David Rosinsky, Esq.
Senior Partner (Fort Lauderdale)
DRosinsky@insurancedefense.net

Fort Lauderdale Senior Partner David Rosinsky, Esq., obtained a favorable result in condo association claim when Plaintiff voluntarily dismissed the action 30 days before trial to avoid a judgment and possible lien on her unit. Plaintiff condo owner claimed the Association failed to maintain the common elements and caused water intrusion into her unit. Plaintiff had new hurricane impact windows installed in her unit in November 2016, which subsequently began to leak in January 2019 due to improper installation. Plaintiff was insistent that it was caused by a roof leak even though her unit was located on the third floor of a four story building and the water entered through her windows. She also speculated that it was caused by power washing of the building when water purportedly came in through her windows three days after the building was power washed. Plaintiff was seeking to recover over $100,000.00 for alleged damages and fees. Plaintiff failed to produce any evidence supporting her claims. A pre-suit offer of settlement was made by the carrier and a Proposal for Settlement was served at the beginning of the case, which were rejected. Her attorney subsequently withdrew as counsel. We had an MSJ pending when Plaintiff hired new counsel. Case was set for trial January 18, 2022. Plaintiff voluntarily dismissed the action 30 days before trial to avoid a judgment and possible lien on her unit.

Read more Verdicts and Summary Judgments ..... page 10.

VERDICTS AND SUMMARY JUDGMENTS, *CONT.*

Faria v. Defendant Store
Premises Liability | Summary Judgment

Meghan Theodore, Esq.
Senior Partner (Tampa)
MTheodore@insurancedefense.net

Matthew Moschell, Esq.
Senior Associate (Tampa)
MMoschell@insurancedefense.net

Meghan Theodore and Matt Moschell obtained Summary Judgment in a premises liability action in matter styled *Faria v. Defendant Store* arising out of an alleged slip and fall. Plaintiff alleged that he slipped and fell on a transitory foreign substance that was purportedly present for an extended period of time in Defendant Store's parking lot.

At the outset of the case, Plaintiff requested the closed circuit television (CCTV) depicting the alleged incident. Based on Florida and federal case law, we objected to this request, and were able to prevent disclosure of the CCTV footage until after Plaintiff's deposition. Notably, the CCTV footage showed Plaintiff stumble for a brief moment, but never entirely fall to the ground. However, Plaintiff told a different story at deposition—Plaintiff described the incident as a violent fall that caused his entire back to strike hard against the ground. The Court in turn granted our Motion for Summary Judgment and found that there were no genuine issues of material fact and that Defendant Store was therefore, entitled to judgment as a matter of law.

Peter Harmon & Debra Harmon v. First Protective Insurance Company d/b/a Frontline Insurance
First-Party Property | No attorney's fees permitted
Plaintiff Counsel: Morgan & Morgan (Mark Kahley, Esq.)

Tabitha Jackson, Esq.
Senior Associate (Tallahassee)
TJackson@insurancedefense.net

Senior Associate Tabitha Jackson, Esq., and her team in Tallahassee recently won a Motion to Strike Attorney's Fees under § 627.401, Florida Statutes in matter styled *Peter Harmon & Debra Harmon v. First Protective Insurance Company d/b/a Frontline Insurance*. In Florida, you may sue for indemnity and also fees. Though, in the event an insurance policy was delivered to an insured out of the State of Florida, an insured is prohibited from seeking fees. This is helpful when an insured sues for damage to a vacation home or second home, though the applicable insurance policy was delivered and issued to the insured at their homestead place of residence (outside of Florida). Here, Frontline had delivered the applicable policy to New Hampshire, for an insured property located in Florida. Though, because the policy was issued and delivered to New Hampshire, the insureds were prohibited from seeking fees under § 627.428, Florida Statutes.

Bobbili v. Defendant Insurance Company
First-Party Property | Dismissal with Prejudice
Plaintiff Counsel: David Low & Associates

Matthew Wendler, Esq.
Junior Partner (Fort Lauderdale)
MWendler@insurancedefense.net

Junior Partner Matthew Wendler, Esq., obtained a dismissal with prejudice in First Party Property matter on January 2, 2022, the eve of trial, putting an end to the litigation that had been ongoing for over two years. The complaint in *Bobbili v. Defendant Insurance Company* was filed in July 2019, following Defendant's denial of the insureds' claim for water damage and mold on the basis of long-term leakage or seepage. *Read more ... page 11.*

VERDICTS AND SUMMARY JUDGMENTS, *CONT.*

Before suit was filed, Defendant was unable to determine the specific cause and origin of the loss because the insureds opted not to retain a contractor to cut out the affected drywall to repair the system or appliance from which the leak emanated. After suit was filed, Plaintiffs did not mitigate their damages: they did not retain a contractor to fix the leak, so it continued to cause damage to their home.

Following the depositions of the plaintiffs' general contractor and engineer, Defendant timely filed a motion for summary judgment. Due to the court's unilateral cancelation of the special-set hearing on the motion, Defendant was unable to have it heard prior to trial. Plaintiffs' opposition to the motion included an affidavit signed by one of the plaintiffs crafted in a manner to create a factual issue for trial, to suggest that the loss resulted from a faulty December 2017 repair such that all ensuing damages relating to the March 2018 claim would be covered under the policy.

When the parties exchanged exhibits, Plaintiffs produced two photographs that had not previously been produced in discovery. Defendant suspected that the photographs were not taken in December 2017 (as suggested in the affidavit used to oppose the motion for summary judgment) and requested Plaintiffs to produce the original photographs so the metadata could be analyzed. Upon receipt of the original photographs, produced two days before trial, the metadata showed that the photographs were taken almost a year before what had been represented in the affidavit. Upon discovery of this information, Defendant informed Plaintiffs and offered to not pursue fees and costs from the long-expired nominal proposals for settlement if Plaintiffs filed a notice of dismissal with prejudice. Plaintiffs filed the notice of dismissal with prejudice on January 2, 2022, the eve of trial, putting an end to the litigation that had been ongoing for over two years.

Ramon Fernandez v. Defendant Insurance Company

First-Party Property | Dismissal with Prejudice

Plaintiff Counsel: Mena Law Firm

Anthony Perez, Esq.
Junior Partner (Miami)
APerez@insurancedefense.net

Alec Teijelo, Esq.
Associate (Miami)
ATeijelo@insurancedefense.net

Miami Junior Partner Anthony Perez, Esq., and Associate Alec Teijelo, Esq., obtained a dismissal with prejudice in the matter styled *Ramon Fernandez v. Defendant Insurance Company.* Plaintiff filed suit alleging that Defendant breached the insurance contract by denying coverage for his claim for damage to his property resulting from Hurricane Irma. Defendant filed its Motion for Summary Judgment, maintaining the position that Plaintiff failed to comply with his duty to provide prompt notice of the claim, and that its investigation of the claim was prejudiced by Plaintiff not reporting his claim until two years after the loss. In advance of the hearing on Defendant's Motion for Summary Judgment, Plaintiff dismissed the case.

Rene Su v. Defendant Insurance Company

First-Party Property | Dismissal with Prejudice

Plaintiff Counsel: Moises Gross

Miami Junior Partner Anthony Perez, Esq., and Associate Alec Teijelo, Esq., obtained a dismissal with prejudice in the matter styled *Rene Su v. Defendant Insurance Company.* Plaintiff filed suit alleging that Defendant breached the insurance contract by denying coverage for his claim for damage to his property resulting from a roof leak. Defendant filed its Motion for Summary Judgment, based on the insurance policy's exclusion for damage caused by wear and tear, and the lack of any evidence of a peril created opening in the roof that allowed rain water to enter the property. Defendant also filed its Motion to Strike the Affidavit of Plaintiff's Expert, arguing that the affidavit was speculative, conclusory, and legally insufficient. Just before the hearing on Defendant's Motions, Plaintiff dismissed the case.

VERDICTS AND SUMMARY JUDGMENTS, *CONT.*

Virginia Baist v. Defendant Insurance Company
First-Party Property | Summary Judgment
Plaintiff Counsel: Marin, Eljiak, Lopez, and Martinez, P.L.

Miami Junior Partner Anthony Perez, Esq., and Associate Alec Teijelo, Esq., obtained summary judgment in the matter styled *Virginia Baist v. Defendant Insurance Company.* Plaintiff filed suit alleging that Defendant breached the insurance contract by denying coverage for her claim for damage to her property resulting from a plumbing leak in her kitchen. Defendant filed its Motion for Summary Judgment, based on the insurance policy's exclusion for damage caused by constant or repeated seepage or leakage of water. Upon receipt of the motion, Plaintiff's counsel withdrew from the case, and Plaintiff proceeded pro se. Finding an absence of evidence to support Plaintiff's case, the Court granted Defendant's Motion for Summary Judgment.

Sue Demmings v. Defendant Insurance Company
First-Party Property | Dismissal with Prejudice
Plaintiff Counsel: Marin, Eljaiek, Lopez & Martinez

Miami Junior Partner Anthony Perez, Esq., and Associate Alec Teijelo, Esq., obtained a dismissal with prejudice in the matter styled *Sue Demmings v. Defendant Insurance Company* filed suit alleging that Defendant breached the insurance contract by denying coverage for her claim for damage to her property resulting from Hurricane Irma. Defendant filed its Motion for Summary Judgment, asserting the argument that Plaintiff failed to comply with her duty to provide prompt notice of the claim, and that its investigation of the claim was prejudiced by Plaintiff not reporting her claim until two years after the loss. Just before the hearing on Defendant's Motion for Summary Judgment, Plaintiff dismissed the case.

Emergency Mold & Water Remediation, LLC a/a/o Betsy Fernandez & Alejandro Marquez v. Defendant Insurance Company
First-Party Property | Dismissal with Prejudice
Plaintiff Counsel: Mario Serralta & Associates

Miami Junior Partner Anthony Perez, Esq., and Associate Alec Teijelo, Esq., obtained a dismissal with prejudice in the matterstyled *Emergency Mold & Water Remediation, LLC a/a/o Betsy Fernandez & Alejandro Marquez v. Defendant Insurance Company*. Plaintiff filed suit alleging that Defendant breached the insurance contract by denying coverage for Plaintiff's claim for payment relating to services rendered at the insured property pursuant to an assignment of benefits. Defendant filed its Motion for Summary Judgment, arguing that the purported assignment of benefits was invalid and unenforceable, as the insured had no benefits left to assign at the time it was executed, and thus Plaintiff lacked standing. On the eve of the hearing on Defendant's Motion for Summary Judgment, Plaintiff dismissed the case.

Miriam Muniz v. Defendant Insurance Company
First-Party Property | Dismissal with Prejudice
Plaintiff Counsel: Your Insurance Attorney

Miami Junior Partner Anthony Perez, Esq., and Associate Alec Teijelo, Esq., obtained a dismissal with prejudice in the matter styled *Miriam Muniz v. Defendant Insurance Company*. Plaintiff filed suit alleging that Defendant breached the insurance contract by denying coverage for her claim for damage to her property resulting from Tropical Storm Gordon. Defendant filed its Motion for Summary Judgment, based on the insurance policy's exclusion for damage caused by wear and tear, and the lack of any evidence of a peril created opening in the roof that allowed rain water to enter the property. Upon receipt of the motion, Plaintiff dismissed the case.

South Florida Restoration Service a/a/o Kendale Woods North Condominium Association v. Defendant Insurance Company
First-Party Property | Dismissal
Plaintiff Counsel: Hernandez Legal Group

Miami Junior Partner Anthony Perez, Esq., obtained a dismissal with prejudice in the matter styled *South Florida Restoration Service a/a/o Kendale Woods North Condominium Association v. Defendant Insurance Company*. Plaintiff filed suit alleging that Defendant breached the insurance contract by denying coverage for Plaintiff's claim for payment relating to more than $140,000 in services rendered at the insured property pursuant to an assignment of benefits. Defendant filed its Motion to Dismiss, and served Plaintiff with its Motion for Sanctions Pursuant to Florida Statute §57.105, arguing that the purported assignment failed to comply with Florida Statute Section 627.7152, was therefore invalid and unenforceable, and thus Plaintiff lacked standing to file suit. Upon receipt of the motions, Plaintiff dismissed the case.

Read more Verdicts and Summary Judgments ..... page 13.

VERDICTS AND SUMMARY JUDGMENTS, *CONT.*

Projekt Property Restoration, Inc., a/a/o Yessenia & Andres Arias v. Defendant Insurance Company

First-Party Property | Final Summary Judgment

Plaintiff Counsel: Carollo Law, P.A. (Caroline M. Carollo)

Jorge Padilla, Esq.
Senior Partner (Miami)
JPadilla@insurancedefense.net

On January 12, 2022, Miami Senior Partner, Jorge Padilla, Esq., secured final summary judgment in a first-party insurance case styled *Projekt Property Restoration, Inc., a/a/o Yessenia & Andres Arias v. Defendant Insurance Company*. Plaintiff, the assignee of the named insured, made a claim against the insured's homeowner's insurance carrier arising out of water damage mitigation services rendered in connection with a loss that reportedly occurred as a result of Hurricane Irma. Defendant denied Plaintiff's claim due to the absence of any evidence of wind damage to the home.

Seeking substantial damages, including attorney's fees costs, Plaintiff alleged that the denial of their claim constituted a breach of the insured's homeowner's insurance policy. By employing an aggressive discovery approach, Mr. Padilla was able to get Plaintiff's causation expert stricken pursuant to Daubert.. After securing that ruling, Mr. Padilla filed a motion for final summary judgment. In response to the motion for summary judgment, Plaintiffs argued that there was sufficient circumstantial evidence to create a material issue of fact – issues that were thoroughly briefed by Mr. Padilla and ultimately rejected by the Court. Mr. Padilla is now pursuing a claim for attorney's fees and costs pursuant to a proposal for settlement that he served early in the litigation.

Timothy and Dorothy Maxwell v. Centauri Specialty Insurance Company

Appellate | Summary Judgment Upheld

Plaintiff Counsel: Weil, Snyder & Ravindran, P.A. (Marguerite Snyder, Esq.); Nation Law Firm (Mark Nation, Esq.)

Jonah Kaplan, Esq.
Junior Partner (Fort Lauderdale)
JKaplan@insurancedefense.net

Edgardo Ferreyra, Esq.
Junior Partner (Miami)
EFerreyra@insurancedefense.net

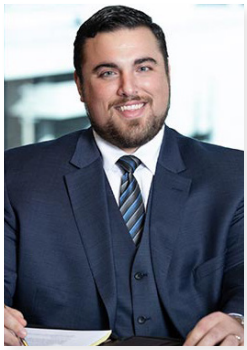
In matter styled *Timothy and Dorothy Maxwell v. Centauri Specialty Insurance Company*, after approximately two years of extensive litigation and appeals, Junior Partners Jonah Kaplan, Esq., and Edgardo Ferreyra, Esq., successfully obtained a ruling by the 4th DCA upholding a Broward Court Order granting Centauri's Motion for Summary Judgment, which capped the Plaintiffs' damages from a plumbing loss to $10,000 based on Centauri's Limited Water Damage Coverage endorsement. Accordingly, the 4th DCA upheld the summary judgment that the $10,000 cap includes "tear out" and access costs.

Prior to the lawsuit, Centauri issued payment to the Plaintiffs for the alleged loss in the amount of $10,000. Plaintiffs alleged they were entitled to recover for "tear-out" based on the Policy. The Plaintiffs' pre-suit demand on May 24, 2019 was $235,000. After Centauri prevailed at Summary Judgment, the Plaintiffs retained additional counsel (Mark Nation) to handle their appeal. Mr. Nation is a well-known hired gun for First Party Plaintiffs' lawyers.

We note that on February 18, 2022, the 5th DCA in *Security First v. Vazquez*, ruled specifically that "tear out" was not include in the limited water damage coverage endorsements. Accordingly, homeowners in the 5th DCA can seek recover for "tear-out" costs. Thus, the district courts appear to be split regarding the application of Property insurers' limited water damage coverage endorsements.

Our litigation and appellate team saved the carrier several hundreds of thousands of dollars on this claim. Furthermore, this is a groundbreaking ruling, which can be utilized by property insurance carriers in the 4th DCA that have similar limited water damage coverage endorsements.

NEWS ABOUT THE FIRM: PATRICK ZALMAN TO HEAD UP KEY WEST OFFICE



Patrick Zalman, Esq.

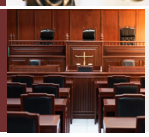
Key West, FL. Patrick Zalman, Esq., has been appointed to the new Managing Partner of the Key West office. Patrick will continue his practice dedicated to insurance defense litigation while taking on the new role to grow the firm's presence in Monroe County.

Patrick has been practicing law since 2014, defending homeowners, laborers, business owners, government entities/agencies, HOAs, insurers, and a variety of businesses, including retail stores, grocery stores, restaurants, bars, and marinas. His litigation experience encompasses a diverse field of insurance defense related practice areas including wrongful death, UM/UIM claims, general liability, first-party property, bad-faith claims, product liability and general commercial litigation. He also handles premises liability cases including negligent security, slip/trip and falls, and claims concerning various alleged property defects. Patrick's practice also involves matters with surgical and catastrophic injuries resulting from automobile, boating and trucking accidents. He has substantial experience handling time limit and policy limit demands and tender matters. Patrick also specializes in defending lawsuits involving the Florida Civil Rights Act (FCRA) and Title VII of the Civil Rights Act of 1964 (Title VII), including sexual discrimination, sexual harassment, and hostile workplace claims. Additionally, Patrick has defended professional liability and medical malpractice matters where he represented a variety of professionals including realtors, title agents, architects, accountants, hospital, nurses, and physicians.

Patrick is a member of the Florida Defense Lawyers Association, The Gavel Nationwide Claims Defense Network, the Dade County Bar and Monroe County Bar Associations. Patrick is admitted in Florida (2014) and to the United States District Court for the Southern District of Florida (2016).

THE GAVEL GRUB CLUB SCHEDULE: UPCOMING WEBINARS

The Grub Club monthly webinar series is co-produced by Luks & Santaniello, LLC., and includes 100+ webinar topics presented by nationwide Gavel vetted law firm members. For more information, please view the entire schedule of webinars. **If you are interested in attending the webinars, please email Millie Solis-Loredo or contact The Gavel.**

21 JUL		**Plaintiffs, Policies & Protecting Your Premises** *Ashley Brown (KY), Allison Janowitz (FL), Amanda Matthews (GA), Stacey Sever (MN)*
18 AUG		**Protecting Privilege in Pre-Suit Investigation** *Scott Haworth (NY), Luis Menendez-Aponte (FL), Kyle Roehler (MO), John Balitis (AZ), John Healy (WI)*
15 SEPT		**Contribution, Indemnity & Equitable Indemnity** *John Messersmith (VA), Dan Santaniello (FL), Joseph Fowler (PA), Steve Olson (NE), Kevin Griffiths (ID)*
20 OCT		**An Appealing Webinar — The Ins and the Outs of Appealing Your Case** *Dave Frankenberger (CA), Daniel Weinger (FL), Gregory Mase (CA), Jillian House (KY), Kelly Morgan (WV), Tara Frappiano (NY)*

LUKS, SANTANIELLO PETRILLO, COHEN & PETERFRIEND
OUR VERDICTS TELL THE STORY

For more news about the firm, visit:

www.InsuranceDefense.net

www.linkedin.com/company/luks-santaniello-petrillo-&-cohen/

www.facebook.com/LuksSantanielloPetrilloCohen

Follow us to stay informed on the latest firm updates!

LEGAL UPDATE EDITED BY:
Maria Donnelly, Client Relations

GRAPHIC DESIGN BY:
Emily Jones, Brand Marketing Specialist

LUKS, SANTANIELLO
PETRILLO, COHEN & PETERFRIEND
OUR VERDICTS TELL THE STORY

Jack D. **LUKS**, Founding Partner
AV Preeminent® Rated, Peer Review Rated
110 SE 6th Street — 20th Floor
Fort Lauderdale, FL 33301

Daniel J. **SANTANIELLO**, Founding/Managing Partner
Florida Bar Board Certified Civil Trial Expert
AV Preeminent® Rated, Peer Review Rated
301 Yamato Road — STE 4150
Boca Raton, FL 33431

Anthony J. **PETRILLO**, Tampa Partner
Florida Bar Board Certified Civil Trial Expert
AV Preeminent® Rated, Peer Review Rated
100 North Tampa Street — STE 2120
Tampa, FL 33602

Stuart L. **COHEN**, Miami Partner
AV Preeminent® Rated, Peer Review Rated
150 West Flagler Street — 26th Floor
Miami, FL 33130

William J. **PETERFRIEND**, Ft. Lauderdale Partner
AV Preeminent® Rated, Peer Review Rated
110 S.E. 6th Street — 20th Floor
Fort Lauderdale, FL 33301

BOCA RATON
301 Yamato Rd — STE 4150
Michael Schwartz, Managing Partner
Christopher Burrows, Managing Partner
T: (561) 893-9088
F: (561) 893-9048

FORT LAUDERDALE
110 SE 6th St — 20th Floor
Franklin Sato, Managing Partner
William Peterfriend, Managing Partner
T: (954) 761-9900
F: (954) 761-9940

FORT MYERS
1422 Hendry St — 3rd Floor
Howard Holden, Managing Partner
T: (239) 561-2828
F: (239) 561-2841

JACKSONVILLE
301 W Bay St — STE 1050
Todd Springer, Managing Partner
T: (904) 791-9191
F: (904) 791-9196

MIAMI
150 W Flagler St — STE 2600
Stuart Cohen, Managing Partner
T: (305) 377-8900
F: (305) 377-8901

ORLANDO
201 S Orange Ave — STE 400
Anthony Merendino, Managing Partner
Vicki Lambert, Managing Partner
T: (407) 540-9170
F: (407) 540-9171

PENSACOLA
3 W Garden Street — STE 409
Sean Fisher, Managing Partner
T: (850) 361-1515
F: (850) 434-6825

STUART
729 SW Federal Hwy — Bldg IV STE 222
Lauren Smith, Managing Partner
T: (772) 678-6080
F: (772) 678-6631

TALLAHASSEE
6265 Old Water Oak Rd — STE 201
Audra Bryant, Managing Partner
T: (850) 385-9901
F: (850) 727-0233

TAMPA
100 North Tampa St — STE 2120
Anthony Petrillo, Managing Partner
T: (813) 226-0081
F: (813) 226-0082

KEY WEST
1101 Simonton St — 1st Floor
Patrick Zalman, Managing Partner
T: (305) 741-7735
F: (305) 741-7736

SUNRISE (ACCOUNTING DEPT. REMIT)
1000 Sawgrass Corporate Pkwy — STE 125
DeeDee Lozano, Accounting Manager
T: (954) 761-9900
F: (954) 761-9940