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LEGAL UPDATE

VOLUME 24, ISSUE 2 DECEMBER 2025

VERDICTS, SUMMARY JUDGMENTS, APPELLATE RESULTS

Defense Verdict - Parachute Trial Las Vegas, Nevada on Premise Liability Claim – Combined Ask in Closing $11.2M

Daniel Santaniello
Firm-Wide Managing Partner

This case was a parachute trial in Las Vegas, Nevada on a premises liability claim. We were brought in because of the complex, high medical billing, which was in the millions. A mother and daughter both claimed injuries that included TBI, spinal cord stimulator, and multiple spinal and extremity surgeries and procedures. The claimed specials were over $11M, including life care plans. The combined ask in closing statements was $11.2M. Liability was hotly contested, as well as medical causation. Our Parachute Trial Practice Group works with local or primary defense counsel to develop "Reverse Reptile" trial themes and the best way to try the case.

Defense Verdict – Admitted Liability – Volusia County – Plaintiff Requested $1,776,258

Juan Ruiz
Senior Partner

On October 31, 2025, Orlando Senior Partner Juan Ruiz and Senior Associate Stephanie Davis obtained a complete defense verdict on an admitted liability rear-end collision case. This is parachute trial number 16 for Juan Ruiz this year, our Excess Monitoring and Parachute Trial Co-Chair. No priors, multiple disc herniations in the cervical and lumbar spine, an alleged traumatic brain injury, a L5-S1 discectomy, and overbilling of $166,000 with a $486,000 Life Care Plan. Plaintiff asked for $1,776,258, but the jury said $0 after 44 minutes. Senior Associate Stephanie Davis second-chaired this win and handled our radiology expert. Even with tort reform, the LOP docs continue to overbill these cases. We will continue to aggressively defend against these abuses.

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Jury Instructions in Flux: Florida Committee Proposes New Negligent Security Charge

Daniel Santaniello, Esq., Janine Menendez-Aponte, Esq., and Daniel Weinger, Esq.

Janine Menendez-Aponte
Strategic Mentoring & Training Partner

The Florida Supreme Court Rules Committee has asked Dan Santaniello and two other firms that submitted comments to meet and discuss proposed jury instructions in Negligent Security cases. At common law, absent a special relationship, there was no duty on a landowner to protect another from criminal activities. As that doctrine has eroded, Florida has become ground zero for negligent security cases. Yet, Florida does not have a standard jury instruction. The Florida Supreme Court Committee on Standard Jury Instructions in Civil Cases proposed an amendment to Instruction 401.13 (Preemptive Charges) to address negligent security cases, which was published in the Florida Bar News on July 14, 2025. The proposal relies on *L.K. v. Water's Edge Assoc.*, 532 So. 2d 1097 (Fla. 3d DCA 1988). Under the proposed instruction, the Judge would advise the jury:

The Court has determined and now instructs you that:

a. Duty to use reasonable care:

(1). the circumstances at the time and place of the incident involved in this case were such that (defendant) had a duty to use reasonable care for (claimant's) safety.

(2). the circumstances of the time and place of the incident involved in this case are such that defendant had a duty to employ reasonable security measures to protect (claimant) from reasonably foreseeable criminal activity

Read more on page 3.

VERDICTS AND SUMMARY JUDGMENTS, *CONT.*

Plaintiff B v. Defendant 1 and Defendant Restaurant
Auto & Fleet Liability | Favorable Verdict
Attorney(s): Juan Ruiz, Esq.; Austin Powell, Esq.

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Senior Partner (Orlando)
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Austin Powell, Esq.
Junior Partner (Tampa)
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Favorable Verdict – Four-Day Trial – Intersectional Collision – Jury Awarded $78K, an amount that fell below the Defense's PFS, resulting in a Net Zero Judgment against the Defendant – Plaintiff Requested $1.4M

On August 28, 2025, after a four-day trial, the jury returned a defense win in an intersectional collision case involving a national pizza delivery company. Despite the late file transfer just one week before trial, our parachute trial team stepped in and delivered outstanding results. Just prior to trial, we succeeded on a motion to exclude a cervical fusion surgical recommendation.

During trial, plaintiff called three experts—a radiologist we are seeing more frequently, Dr. Darren Buono, along with a neurosurgeon and a primary care physician—to support their damages case. The plaintiff demanded $1.4 million in closing argument, presenting claims of four disc herniations, a cervical epidural steroid injection, and ongoing pain management to leverage the perceived "deep pocket" defendant. Despite having a deceased defendant, no discovery responses, and no deposition testimony to rebut the Plaintiff's claims, the defense team beat directed verdict on negligence and causation during trial. Shortly after closing arguments, the jury awarded just $78,000, an amount that fell below the defense's proposal for settlement, resulting in a net zero judgment against the defendant.

Plaintiff B v. Defendant 1 and Defendant 2
Auto & Fleet Liability | Defense Verdict
Attorney(s): Juan Ruiz, Esq.; Katherine McKinley, Esq.; Austin Powell, Esq.

Katherine McKinley, Esq.
Junior Partner (Orlando)
KMcKinley@insurancedefense.net

Defense Verdict – Eight-Day Trial – Rear-End Collision – Plaintiff Requested $7,000,000

On April 2, 2025, after an eight-day trial arising out of a disputed-liability rear-end collision, the jury returned a full defense verdict—deliberating for only 13 minutes before siding with our 24-year-old client. Plaintiff characterized the accident as a simple rear-end accident, but we argued that the plaintiff cut into our client's lane and suddenly and unexpectedly slammed on their brakes. The jury agreed. The plaintiff rejected the policy tender and asked the jury for $7 million in closing argument. The damages presentation included $1,100,000 in past medical expenses. Plaintiff underwent four surgeries including a cervical fusion, lumbar discectomy, bilateral rotator cuff repair, and right wrist repair. Plaintiff also presented a $340,000 life care plan. Mid-trial, we successfully excluded the plaintiff's proposed rebuttal expert testimony on causation, further weakening their case. Our proposal for settlement in the amount of the policy limits entitled us to seek fees and costs, making the victory even more significant.

Jury Instructions in Flux: Florida Committee Proposes New Negligent Security Charge, *Cont'd.*

Daniel Santaniello, Esq., Janine Menendez-Aponte, Esq., and Daniel Weinger, Esq.

This language establishes the existence of a duty in all negligent security cases, rather than leaving that determination to the jury. Because this change would significantly impact the defense of negligent security matters in Florida, our firm submitted a formal comment to the Committee outlining our position.

I. Concerns with the Proposed Amendment

The only case cited in support of the L.K. Negligent Security Instruction[1]—*L.K. v. Water's Edge Association*, 532 So.2d 1097 (Fla. 3d DCA 1988)—is a landlord-tenant negligent security case that was decided almost 40 years ago. It is a case that differs significantly from the legal and factual circumstances present in other negligent security matters, and the case law that has developed after it was decided. As outlined below, the distinction between landlord-tenant relationships and other contexts is critical.

The L.K. case involved a tenant who was sexually assaulted after an intruder entered her apartment through a kitchen window. The plaintiff appealed after the trial court refused to give her proposed jury instruction, which included the following regarding duty:

> The court has determined and now instructs you, as a matter of law, that the circumstances at the time and place of the incident complained of were such that the Defendant ... had a duty to employ reasonable security measures to protect [L.K.] from reasonably foreseeable criminal activity.

Id. at 1097.

Rather than charge the jury with the plaintiff's proposed duty instruction, the trial court charged the jury with the standard jury instructions for premises liability actions. *Id.* at 1098. The Third District Court of Appeal reversed, finding that the trial court erred by failing to give L.K.'s requested jury instruction.

On appeal, the Court found that L.K.'s requested instruction was appropriate because L.K.'s theory—that the landlord had a duty to provide adequate security in the common areas and breached that duty—was supported by the evidence, and the omission of the instruction misled the jury. The Court held that the defendant was obliged, as a matter of law, to protect its tenant from reasonably foreseeable criminal conduct. *Id.* In so holding, the Third District relied on two other landlord-tenant negligent security cases, including *Lambert v. Doe*, 453 So.2d 844 (Fla. 1st DCA 1984), and *Holley v. ML Zion Terrace Apartments*, 382 So.2d 98 (Fla. 3rd DCA 1980).

The L.K. case[2] addresses a narrow set of circumstances specific to landlord-tenant negligent security and should not be broadly applied to all negligent security cases. Landlord-tenant negligent security cases involve a special relationship and represent just one category of negligent security claims. Where a special relationship exists, such as between landlord and tenant, there is a duty to protect from reasonably foreseeable criminal conduct. *T.W, and K.W. v. Regal Trace, LTD.*, 908 So.3d 499, 503 (Fla. 4th DCA 2005). Landlord-tenant cases are also governed by their own distinct legal standards, which often involve statutory obligations, and contractual undertakings absent from other types of matters.

In cases not involving a special relationship, a premises owner is only required to protect against criminal acts by third parties if the act is reasonably anticipated and the owner had actual or constructive knowledge of the specific danger. *Wal-Mart Stores, Inc. v. Caruso*, 884 So.2d 102, 105 (Fla. 4th DCA 2004) (stating "…Wal-Mart cannot be found negligent in its surveillance of Caruso's office because Wal-Mart did not owe Caruso a duty to protect him from harm that was not foreseeable"). "Since the possessor of property is not an insurer of a visitor's safety, the possessor is ordinarily under no duty to exercise any care to warn or guard against the harmful acts of a third party unless that third party's harmful behavior is reasonably foreseeable." *Leitch v. City of Delray Beach*, 41 So.3d 411, 412 (Fla. 4th DCA 2010). Foreseeability is the "core of the duty element." *Johnson v. Wal-Mart*, 389 So.3d 705, 709 (Fla. 5th DCA 2024).

In addition, the L.K. instruction is poorly worded. As it was proposed by a single plaintiff's attorney, it put "breach" before "duty" ("did the defendant fail to employ reasonable security measures [breach] to protect against reasonably foreseeable criminal activity [duty]"). The jury should have been asked whether the incident was reasonably foreseeable, and if so, whether the defendant breached its duty by failing to employ reasonable security measures that was a legal cause of the loss.

While foreseeability is the threshold inquiry, the proposed L.K. Negligent Security Instruction bypasses the foreseeability issue and improperly presupposes the existence of a duty in every case. No Florida case imposes such a broad duty on landowners, and the instruction's blanket imposition of duty contradicts well-established precedent. For example, the L.K. Negligent Security Instruction overlooks the requirement that criminal attacks on invitees must be reasonably foreseeable to impose a duty. As explained in *Highlands Ins. Co. v. Gilday*, 398 So. 2d 834 (Fla. 4th DCA 1981), a plaintiff must allege and prove that the landowner had actual or constructive knowledge of prior, similar criminal acts against invitees in order to impose a duty. This stands in contrast to landlord-tenant negligent security law, where this is not necessarily a prerequisite. *See, e.g.,*

Jury Instructions in Flux: Florida Committee Proposes New Negligent Security Charge, *Cont'd.*

Daniel Santaniello, Esq., Janine Menendez-Aponte, Esq., and Daniel Weinger, Esq.

Paterson v. Deebopens, 472 So.2d 1210 (Fla. 1st DCA 1985) (holding that a landlord's duty to protect tenants from criminal attacks does not require prior similar occurrences on the premises, as the statutory duty under § 83.51(2)(a) is sufficient to establish a cause of action for negligence).

The proposed L.K. Negligent Security Instruction is contrary to Florida law that has evolved since L.K. was decided in 1988. On top of that, it will generate increased litigation rather than promote clarity or consistency for property owners and businesses. Because the instruction departs from established law by presuming a duty in every negligent security case, litigants will be forced to challenge it. Ultimately, this will result in a proliferation of appeals and inconsistent rulings across jurisdictions, undermining the very goal of uniformity that jury instructions are meant to serve.

II. Proposed Alternative Language

We submitted the following Negligent Security Instruction as alternative for consideration by the Committee:

401.18 ISSUES ON PLAINTIFF'S CLAIM – GENERAL NEGLIGENCE

The [next] issues you must decide on (claimant's) claim against (defendant) are:

e. Negligent Security

whether the incident was reasonably foreseeable, and if so, whether Defendant was negligent in failing to employ reasonable security measures, which was a legal cause of (claimant's) [loss] [injury] [or] [damage].

The Defendant is not an insurer of a person's safety and is ordinarily under no duty to exercise any care to warn or guard against the harmful acts of a third party unless that third party's harmful behavior is reasonably foreseeable.

Reasonable foreseeability can be shown if the defendant knew or should have known of a dangerous condition on its premises that was likely to cause harm to the plaintiff, or if the defendant knew or should have known of the dangerous propensities of a particular person that was likely to cause harm to the plaintiff.[3]

***

Verdict Form – Special Interrogatory No. 1:

1. Was the incident reasonably foreseeable to (defendant)?
YES _____ NO _____

If your answer to Question 1 is NO, your verdict is for defendant, and you should not proceed further except to sign and date this verdict form and return it to the courtroom. If your answer to Question 1 is YES, please answer Question 2.

Verdict Form – Special Interrogatory No. 2:

2. Was there negligence on the part of (defendant) by failing to employ reasonable security measures which was a legal cause of loss, injury, or damage to (claimant)?
YES _____ NO _____

If your answer to Question 2 is NO, your verdict is for defendant, and you should not proceed further except to sign and date this verdict form and return it to the courtroom. If your answer to Question 2 is YES, please answer Question 3.

While we appreciate the Committee's work, in our formal comment we urged against adopting the proposed Negligent Security Instruction in its current form. We hope the Committee will instead consider the alternative language we submitted, which more accurately reflects established legal principles that have evolved in the thirty-seven years since L.K. was decided.

III. Next Steps in the Process

In 2020, the Florida Supreme Court revised the process governing standard jury instructions, authorizing the Standard Jury Instruction Committees themselves to create, amend, and publish instructions without the Court's direct approval. *See In re Standard Jury Instructions in Civil Cases – Report No. 19-05*, Case No. SC19-1560, 2020 WL 1066017 (Fla. Mar. 5, 2020); Fla. R. Jud. Admin. 2.270(a). As a result, this proposed Negligent Security Instruction will not be submitted to the Supreme Court for review but, if adopted by the Committee, will be published for use in Florida courts. As of the publication date of this article, the instruction was still pending before the Committee.

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[1] The "Note on Use" for the instruction states, "This preemptive instruction is for use in cases of negligent security. *L.K. v. Water's Edge Assoc.*, 532 So. 2d 1097, 1098 (Fla. 3d DCA 1988)…"

[2] Anchoring a modern jury instruction in L.K. overextends the application of a case that, while still good law, is limited in scope and factually outdated. L.K. does not address the full range of negligent security scenarios and is particularly ill-suited as a foundation in light of the enactment of Florida Statute §768.0706, which now governs key aspects of negligent security claims involving apartment complexes.

[3] *Banosoreno v. Walgreen Co.*, 299 Fed Appx. 912 (11th Cir. 2008), quoting *Stevens v. Jefferson*, 436 So.2d 33, 34 (Fla. 1983).

VERDICTS AND SUMMARY JUDGMENTS, *CONT.*

Food Delivery Driver v. Landlord and Property Manager

Landlord Liability | Premises Liability | Summary Judgment Granted

Attorney(s): Katherine McKinley, Esq.; Daniel Weinger, Esq.
Plaintiff Counsel: Farah & Farah

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Daniel Weinger, Esq.
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Landlord Liability – Animal Liability – Property Management – $1M Demand - Past Medicals Exceeded $1.5M – Summary Judgment Granted

Food delivery driver suffered severe fractures to both legs after leaping from a balcony of an apartment building. The driver asserted that he made a food delivery to a tenant and was chased by a "vicious" pitbull dog owned by the tenant. Plaintiff argued that all pitbulls are inherently vicious and aggressive and that the landlord was negligent in allowing the tenant to own such an animal, even though the dog involved ("Stitch") had no history of aggressive behavior, and was a certified Emotional Support Animal. Plaintiff underwent multiple surgeries on both legs to recover from the fall. Plaintiff sought recovery for past and future medical expenses and pain and suffering. Past medical expenses alone exceeded $1.5 million.

We defended the landlord and property manager, arguing that pitbulls are not inherently dangerous and that, under the ADA, it is reasonable to accommodate Emotional Support Animals with no history of aggressive behavior. Plaintiff's decision to leap from the second story onto the asphalt parking lot below was also a superseding, intervening cause of his injury. After 2 ½ years of litigation, where Plaintiff consistently refused to come below their pre-suit demand of $1 million, Premises Liability Partner Katherine E. McKinley and Appellate Director Daniel Weinger obtained final summary judgment in favor of the landlord and property manager.

Estate of Deceased v. Defendant Mobile Home Community

Negligent Security Wrongful Death Shooting | Summary Judgment

Attorney(s): Katherine McKinley, Esq.; Daniel Weinger, Esq.

Wrongful Death Shooting of 18-Year-Old – Orange County – Summary Judgment Granted

On August 21, 2025, Partners Katherine McKinley and Senior Appellate Partner Daniel Weinger obtained a final summary judgment on a negligent security wrongful death shooting matter styled *Estate of Deceased v. Defendant Mobile Home Community*. This was a very sad case of an 18-year-old who was shot and killed in a botched robbery on a property that had no security or access control in our client's trailer park, despite a shooting death 11 months earlier. Our position was the decedent had been lured to the premises, where he was shot and killed during an attempted robbery. We moved for summary judgment on numerous grounds. Following extensive briefing and oral argument, the trial court agreed that Plaintiff could not establish that the decedent's status on the property was that of an invitee. We continue to obtain written legal opinions to build precedent that "targeting" cases should not be reasonably foreseeable as a matter of law. Our dedicated "targeting" team develops defenses on crimes that involve known offenders and known victims.

Proposed Personal Representative of Estate of Deceased v. City Trends, Inc. et al

Negligent Security Wrongful Death Shooting | Summary Judgment

Attorney(s): Todd Springer, Esq.; Daniel Weinger, Esq.

Todd Springer, Esq.
Managing Partner (Jacksonville)
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2 Wrongful Deaths: Jacksonville / Duval County – Double Fatality, Mother and Son, Shooting- Summary Judgment Granted

On October 24, 2025, Jacksonville Partner Todd Springer and Senior Appellate Partner Daniel Weinger were granted summary judgment in two wrongful death matters involving a mother and son shooting in matter styled *Proposed Personal Representative of Estate of Deceased v. City Trends, Inc. et al*. These cases are tragic but our client, a retail store in a tough neighborhood, was not

Read more on page 6.

VERDICTS AND SUMMARY JUDGMENTS, *CONT.*

responsible for these shootings. The decedents exited the store to their vehicle that was about 20 feet from the entrance. Our dedicated "negligent security MSJ" partner, Daniel Weinger, and Jacksonville Managing Partner Todd Springer successfully argued that we owed no duty and that the parking lot did not create a foreseeable zone of risk. Plaintiff never came below $4,500,000. We continue to defend tenants of commercial properties aggressively on these types of cases.

Plaintiff v. Retail Store et al.

Premises Liability | Dismissal with Prejudice

Attorney(s): Anthony J. Petrillo, Esq.; Jeffrey R. Benson, Esq.; Scott B. Johnson II, Esq.; Joshua S. Miller, Esq.

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Jeffrey Benson, Esq.
Senior Partner (Tampa)
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Scott B. Johnson, Esq.
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Joshua Miller, Esq.
Associate (Tampa)
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On September 8, 2025, Tampa Senior Partner Jeffrey Benson and Appellate Associate Joshua Miller obtained a Dismissal with Prejudice in a federal Premises Liability matter styled *Plaintiff v. Retail Store et al.* The case involved claims of negligence against our client Retail Store. Specifically, Plaintiff claimed our client's negligence led to a heavy load of merchandise falling on her which caused damages, including medical expenses, loss of earning capacity and income. Throughout discovery and in her sworn testimony, Plaintiff repeatedly denied having any history of injury or medical treatment to the areas she alleged were injured in the incident. However, Plaintiff's subpoenaed medical records revealed she was being routinely treated for the same areas of injury shortly before the incident. Additionally, it was later revealed that counsel for Plaintiff was in possession of prior medical records documenting an extensive history of injury and treatment dating back more than a decade. This critical information was withheld until discovery was closed and all witnesses had been deposed. One day before the dispositive motion deadline, Plaintiff sent hundreds of pages of the previously withheld medical records written in French. Mr. Miller drafted the Motion to Dismiss for Fraud on the Court, and Mr. Benson was set to argue the motion at an evidentiary hearing on September 8, 2025. After the motion was filed, the Plaintiff reduced the demand by 90%. Plaintiff's reduced offer was denied. Minutes before the hearing and right outside of the courtroom doors, Plaintiff agreed to dismiss the case with prejudice with each party to bear their attorney's fees.

Plaintiff v. Defendant Retail I Store FL

General Liability | Final MSJ Granted

Attorney(s): Anthony Merendino, Esq.
Plaintiff Counsel: The Nunez Law Firm

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

On July 25, 2025, Orlando Managing Partner Anthony Merendino and Senior Appellate Partner Daniel Weinger obtained an order granting Defendant's Motion for Final Summary Judgment in a premises liability case styled *Plaintiff v. Defendant Retail Store FL*. The Plaintiff filed suit against Defendant alleging that Defendant was liable for Plaintiff's slip-and-fall inside of Defendant retail store while shopping, as well as for negligent maintenance of the subject store.

Plaintiff alleged that while she was shopping inside of the subject Retail store, she slipped-and-fell in an aisle on what she described as a sand-like substance on the floor.

Consequently, Plaintiff alleged that she sustained injuries primarily to her low back. We were able to successfully argue that based upon the undisputed material facts (obtained mostly from Plaintiff's

Read more on page 7.

VERDICTS AND SUMMARY JUDGMENTS, *CONT.*

deposition), the Defendant was entitled to summary judgment as a matter of law as there was no record evidence that the Defendant had actual or constructive notice of a dangerous condition on the floor in the area where Plaintiff allegedly slipped-and-fell. Mr. Merendino also pointed out that Plaintiff's negligent maintenance claim was abolished pursuant to Florida Statute 768.0755.

Plaintiff's claimed past medical bills were approximately $40,000.00, which consisted of among other treatment, epidural steroid injections and plasma injections. Plaintiff was also recommended to undergo a low back surgery. Plaintiff rejected a settlement offer in 2024. The summary judgment prevented a trial scheduled to begin in December, 2025.

Husband and Wife v. Construction Contractor and Its Employees

Employer Negligence (Traumatic Brain Injury) | Summary Judgment

Attorney(s): Matthew R. Wendler, Esq.

Plaintiff Counsel: Mendes, Reins & Wilander, PLLC

Matthew Wendler, Esq.
Senior Partner (Orlando)
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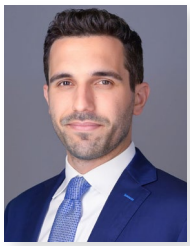
On April 2, 2025, Orlando Senior Partner Matthew Wendler obtained summary judgment in a case involving the alleged negligence of our client, a construction contractor that employed two individuals alleged to have battered the plaintiff while they were out of town for work. Specifically, the incident occurred in a hotel parking lot on a Sunday night, over 24 hours after the employees had stopped working at the construction site, which was nearby. As to our client, Plaintiff sought to recover for the traumatic brain injury he allegedly sustained during the incident under theories of vicarious liability (*respondeat superior*) (namely, assault, battery, and intentional infliction of emotional distress), negligent training, and negligent supervision. Plaintiff's wife sought to recover for her alleged loss of consortium.

As to the vicarious-liability claims, the Court agreed with Mr. Wendler's contention that Plaintiff had no evidence of two of the three elements needed to recover, that is, (1) evidence that the conduct was of the kind the employees were hired to perform and (2) evidence that the conduct occurred substantially within the time and space limits authorized or required by the work to be performed. As to the negligent-supervision claim, Plaintiff conceded during the hearing that summary judgment should be entered in our client's favor. As to the negligent-training claim, the Court agreed with our contention that the duty to train extends only to those tasks as to which an employer would reasonably expect its employees to require instructions; and that, relative to the employees' construction job, how to conduct oneself in a hotel parking lot while he or she is off duty falls outside the scope of any reasonable expectation.

Plaintiff v. Defendant 1 and Defendant Utility Systems

Motor Vehicle Accident / General Liability | Non-Binding Arbitration Award / Favorable Settlement

Attorney(s): Andrew Walker, Esq.; Patrick Boland, Esq.



Andrew Walker, Esq.
Junior Partner (Fort Myers)
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Patrick Boland, Esq.
Managing Partner (Fort Myers)
PBoland@insurancedefense.net

On October 4, 2025, Fort Myers Junior Partner Andrew Walker and Managing Partner Patrick Boland obtained an entry of Final Judgment in a general liability matter styled *Plaintiff v. Defendant 1 and Defendant Utility Systems.* The case involved claims of negligence against our client. Specifically, Plaintiff claimed our client's negligence in operating a motor vehicle caused impact with Plaintiff's person as he was walking in a crosswalk, resulting in significant damages and extensive past and anticipated future surgical care. Mr. Walker and Mr. Boland were asked to parachute into a December 2025 trial after Plaintiff's "rejection" of a recent non-binding arbitration award. Plaintiff had requested over 25 times the amount of the award during the proceeding. Immediately upon review of the docket, Mr. Walker and Mr. Boland identified an issue with Plaintiff's "rejection" of the NBA award – namely Plaintiff's failure to strictly comply with a recent amendment to Rule 1.820(h) of the Florida Rules of Civil Procedure. Upon identification of this defect, our client withdrew a pending Proposal for Settlement which far exceeded the arbitration award, and subsequently obtained an order of the court to unseal the award and enter a final judgment, resulting in a leveraged settlement on behalf of the Defendant.

VERDICTS AND SUMMARY JUDGMENTS, *CONT.*

Plaintiff v. Defendant City and Defendant Church FL
Premises Liability | All Claims Against Defendant Church Dismissed with Prejudice
Attorney(s): Allison Ziegler, Esq.
Plaintiff Counsel: Dismuke Law

Allison Ziegler, Esq.
Senior Partner (Jacksonville)
AZiegler@insurancedefense.net

On September 1, 2025, Jacksonville Senior Partner Allison Ziegler obtained an Order Granting Defendant's Motion to Dismiss Plaintiff's Amended Complaint With Prejudice in a premises liability case styled *Plaintiff v. Defendant City and Defendant Church FL*. The Plaintiff filed suit against Defendant Church alleging that Defendant Church was liable for Plaintiff's trip-and-fall on a publicly-owned sidewalk adjacent to the Church's private property and attempting to impose certain duties on Defendant Church as a result of owning the private property adjacent to the sidewalk at issue.

Plaintiff alleged that she tripped and fell on an uneven sidewalk owned by Co-Defendant City, describing a sidewalk raised about 1.5-2 inches. Her original Complaint failed to state a cause of action against Defendant Church upon which relief could be granted, and the Court granted Ms. Ziegler's Motion to Dismiss the Original Complaint on May 1, 2025. That Complaint failed to state a cause of action because it sought to impose a duty on Defendant Church to maintain the publicly-owned sidewalk and ensure Plaintiff's safety thereon but provided no basis for such duty in Florida law. Although Plaintiff was given the opportunity to re-plead her allegations against Defendant Church, she again failed to state a cause of action upon which relief could be granted; the Amended Complaint suffered similar deficiencies in that it sought to impose a duty to repair the public sidewalk purely by virtue of owning the adjacent parcel of land. The Amended Complaint cited a municipal code section but misinterpreted it in attempt to create a duty for a private landowner to repair or inspect a public sidewalk. The Court agreed, again, that there was no basis in Florida law for such a duty and dismissed the claims against Defendant Church with prejudice.

Plaintiff v. Retail Store, FL
Premises Liability | Summary Judgment
Attorney(s): Allison Ziegler, Esq.
Plaintiff Counsel: Farah & Farah

On August 10, 2025, Jacksonville Senior Partner Allison Ziegler obtained an Order Granting Defendant's Motion for Summary Judgment in a premises liability case styled *Plaintiff v. Defendant Retail Store*. Plaintiff filed suit against Defendant Retail Store alleging that Defendant Retail Store was liable for his injuries following a slip-and-fall on a large puddle of dark brown, chocolate-pudding like substance in the automotive aisle of Defendant's Store. Plaintiff alleged that Defendant breached its duty to maintain its premises in a reasonably safe condition and that it knew or should have known of the existence of the substance and taken action to remedy it or warn Plaintiff of same. Store video showed that the Plaintiff was in the aisle where the incident occurred for 30 minutes before falling, but the camera angle did not capture much of the aisle, including the floor, due to cameras not being adjusted after a remodel. The video was vague regarding the presence of Retail Store's employees during those 30 minutes and the presence and activities of other customers, including Plaintiff's family.

The Court granted Ms. Ziegler's Motion for Summary Judgment. The Court found that Plaintiff had not established actual or constructive notice: He established that the substance existed on the floor, with no "plus facts" that supported a finding of notice including evidence about the original condition of the substance, no indications of people walking through it other than the Plaintiff, and no evidence of drying. Plaintiff would have to rely on speculation and impermissible inference stacking about Defendant's Employee's ability to see the substance in order to establish notice. The substance was also open and obvious given the record evidence – consisting of Plaintiff's testimony and photographs from the incident report – and not inherently dangerous, so the Plaintiff could have reasonably been expected to see it and protect himself. Further, the Plaintiff could not establish that Defendant Retail Store had any notice of the condition, much less superior notice to that of the Plaintiff. Plaintiff alleged significant injuries to his back, neck, right shoulder, and head, resulting in a lumbar surgery and pain management for both lumbar and cervical spines and past medical bills of more than $450,000.

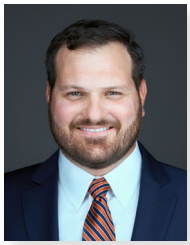
VERDICTS AND SUMMARY JUDGMENTS, *CONT.*

Plaintiff v. Defendant Private Company FL

General Liability - Dog Bite | MSJ Granted, Demand $500,000.00

Attorney(s): Ben Pahl, Esq.

Plaintiff Counsel: Josh Jones Law, P.A.



Benjamin Pahl, Esq.
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BPahl@insurancedefense.net

On July 3, 2025, Stuart Managing Partner Ben Pahl obtained an order granting Defendant's Motion for Summary Judgment in a premises liability case in *Plaintiff v. Defendant Private Company FL*. The Plaintiff filed suit alleging that the Defendant was liable for a dog bite that occurred while the Plaintiff was working for Amazon.

The Plaintiff alleged the incident occurred at the company owner's residence during a package delivery. However, in the Motion for Summary Judgment, Mr. Pahl established that the claim's essential elements were not met. He successfully demonstrated that the Defendant company is a separate legal and physical entity from the dog owner's residence, thereby negating any claim of corporate negligence. The Court's granting of summary judgment averted a trial scheduled for December 2025, which followed the Plaintiff's rejection of a settlement offer in 2023.

Plaintiff v. Defendant Retail Store FL

General Liability | Final MSJ Granted, Last Demand $2,500,000

Attorney(s): Benjamin Pahl, Esq.

Plaintiff Counsel: Morgan & Morgan

On March 28, 2025, Stuart Managing Partner Ben Pahl obtained an order granting Defendant's Motion for Final Summary Judgment in a premises liability case in *Plaintiff v. Defendant Retail Store FL*. The Plaintiff filed suit against Defendant alleging that Defendant was liable for Plaintiff's slip-and-fall inside of Defendant's retail store while shopping, as well as for negligent maintenance of the subject store.

Plaintiff alleged that while she was shopping inside of the subject Retail store, she slipped-and-fell near the checkout counter on what she described as an unknown liquid on the floor. Consequently, Plaintiff alleged that she sustained bodily injury, including low back pain, hip pain, and arm pain. Mr. Pahl was able to successfully argue that based upon the undisputed material facts, the Defendant was entitled to summary judgment as a matter of law as there was no record evidence that the Defendant had actual or constructive notice of a dangerous condition on the floor in the area where Plaintiff allegedly slipped-and-fell. Mr. Pahl also pointed out that Plaintiff's negligent maintenance claim was abolished pursuant to Florida Statute 768.0755. Plaintiff claimed past medical bills were approximately $90,000.00, which consisted of among other treatment, epidural steroid injections. Plaintiff was also recommended to undergo lower back surgery. Mr. Pahl never tendered a settlement offer, as he was able to ascertain that the merits of the complaint were fruitless, and was steadfast in his ability to get the summary judgment granted. The summary judgment prevented a trial scheduled to begin soon thereafter.

John Bill Hagler v. Life Storage, Inc. et al.

General Liability | Final MSJ in Favor of Life Storage Affirmed on Appeal

Attorney(s): Bonnie M. Sack, Esq.

Plaintiff Counsel: Pro Se

Bonnie Sack, Esq.
Junior Partner (Miami)
BSack@insurancedefense.net

On June 5, 2025, Appellate Partner Bonnie Sack obtained an order from the Fourth District Court of Appeal affirming Defendant Life Storage's Motion for Final Summary Judgment in a dispute over a self-service storage rental unit styled *John Bill Hagler v. Life Storage, Inc. et al*. The Plaintiff filed suit against Defendant alleging that the Defendant improperly auctioned the contents of his storage unit.

Plaintiff entered a rental agreement with the Defendant for a self-service storage unit. The rental agreement provided that the tenant was to supply a mailing address. To change that mailing address, the tenant was to provide in writing, dated and signed, a new address. That was not performed by the Plaintiff. The Plaintiff failed to pay the monthly rental fee on the storage unit. The Defendant enforced its lien rights against Plaintiff's personal property pursuant to the agreement and Florida's "Self-storage Facility Act." Fla. Stat. s. 83.801-83.809 . The rental agreement provided that a notice of auction was to be provided by U.S. Mail to the tenant's physical address as listed in the agreement. The Defendant properly mailed the notice to the Plaintiff's mailing address identified in the agreement and by publication. The Plaintiff contended that the notice of lien and auction should have been provided by email. However, that was not mandatory pursuant to the agreement.

VERDICTS AND SUMMARY JUDGMENTS, *CONT.*

Plaintiff C v. Retail Store and Defendant Mall
Premises Liability | Summary Judgment
Attorney(s): Allison Janowitz, Esq.

Allison Janowitz, Esq.
Senior Partner (Fort Lauderdale)
AJanowitz@insurancedefense.net

Fort Lauderdale Senior Partner Allison Janowitz obtained a Motion for Summary Judgment against the *Plaintiff in Plaintiff C v. Retail Store and Defendant Mall*. Plaintiff alleged that while she was shopping within Retail Store, she was struck by stock cart being pushed by a Retail Store employee who was pushing a stocking cart. Plaintiff tried to argued that Defendant Mall exercised custody and control over the area where Plaintiff was struck, despite the incident occurring within the Retail Store. The Court disagreed with Plaintiff, and under the lease agreement with Retail Store, granted the Motion for Summary Judgment on behalf of Defendant Mall.

On the same case, Senior Partner Allison Janowitz obtained a Partial Summary Judgment against Co-Defendant and Cross-Claim Defendant Retail Store under the lease agreement. The lease agreement between the two entities provides that Retail Store is to provide indemnity and defense to the Mall for incidents that occurred within their space. The Court agreed, granting the Motion for Partial Summary Judgment and ruling that the store had an obligation to indemnify and defend the Mall. This resulted in repayment of all fees and costs accrued by the Mall for the entirety of the case.

Plaintiff v. Defendant Mall Associates
General Liability | Final MSJ Granted
Attorney(s): Allison Janowitz, Esq.
Plaintiff Counsel: Morgan & Morgan

On June 25, 2025, Senior Partner Allison Janowitz obtained an order granting Defendant's Motion for Final Summary Judgment in the premises liability case styled *Plaintiff v. Defendant Mall*. Plaintiff filed suit against Defendant, alleging liability for a slip and fall inside the mall. Plaintiff alleged that she slipped on a pink liquid on the floor while walking through the mall's common area. Plaintiff could only testify to one streak mark through the liquid, which she stated was from her sandal. Video of the incident was retained, and the Court found it showed numerous individuals walking through the exact area where Plaintiff fell. Ultimately, Plaintiff complained of pain in her right hip, left knee, and right hand. She was diagnosed with a closed fracture of the distal end of the right radius. Medical specials were estimated at $6,000.00.

Plaintiff v. Defendant Center
General Liability | Final MSJ Granted
Attorney(s): Allison Janowitz, Esq.; Daniel Weinger, Esq.
Plaintiff Counsel: Alejo Law, P.A.

Daniel Weinger, Esq.
Senior Partner (Fort Lauderdale)
DWeinger@insurancedefense.net

On March 27, 2025, Senior Partner Allison Janowitz and Senior Appellate Partner Daniel Weinger obtained an order granting Defendant's Motion for Final Summary Judgment in the premises liability case styled *Plaintiff v. Defendant Center*. Plaintiff alleged that Defendant had failed to impose adequate safety measures to control against allegedly illegally parked vehicles in the valet parking area of the shopping center.

Plaintiff alleged that illegally parked vehicles obstructed her view of traffic, causing her to step between cars into the path of an oncoming vehicle, which encroached into a marked crosswalk and ran over her foot, leading to three surgeries for a Jones Fracture and a clinical diagnosis of PTSD. Plaintiff's medical bills were approximately $33,000. The Court granted Defendant's MSJ finding no evidence that any conduct by Defendant was the proximate cause of Plaintiff's injuries.

Plaintiff v. Defendant Retail Store FL
General Liability | Final MSJ Granted
Attorney(s): Anthony Merendino, Esq.
Plaintiff Counsel: The Nunez Law Firm

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

On July 25, 2025, Orlando Managing Partner Anthony Merendino and Senior Appellate Partner Daniel Weinger obtained an order granting Defendant's Motion for Final Summary Judgment in a premises liability case styled *Plaintiff v. Defendant Retail Store FL*. The Plaintiff filed suit against Defendant alleging that Defendant was liable for Plaintiff's slip-and-fall inside of Defendant retail store while shopping, as well as for negligent maintenance of the subject store.

VERDICTS AND SUMMARY JUDGMENTS, *CONT.*

Plaintiff alleged that while she was shopping inside of the subject Retail store, she slipped-and-fell in an aisle on what she described as a sand-like substance on the Floor. Consequently, Plaintiff alleged that she sustained injuries primarily to her low back. We were able to successfully argue that based upon the undisputed material facts (obtained mostly from Plaintiff's deposition), the Defendant was entitled to summary judgment as a matter of law as there was no record evidence that the Defendant had actual or constructive notice of a dangerous condition on the floor in the area where Plaintiff allegedly slipped-and-fell. Mr. Merendino also pointed out that Plaintiff's negligent maintenance claim was abolished pursuant to Florida Statute 68.0755. Plaintiff's claimed past medical bills were approximately $40,000, which consisted of among other treatment, epidural steroid injections and plasma injections. Plaintiff was also recommended to undergo a low back surgery. Plaintiff rejected a settlement offer in 2024. The summary judgment prevented a trial scheduled to begin in December 2025.

Plaintiff v. Plaza Resort & Spa Association, Inc.
General Liability | Final MSJ Granted
Attorney(s): Anthony Merendino, Esq.; Daniel Weinger, Esq.
Plaintiff Counsel: Rotstein, Shiffman & Broderick, LLP

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

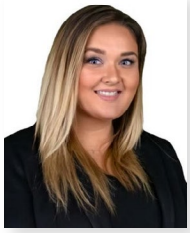
Daniel Weinger, Esq.
Senior Partner (Fort Lauderdale)
DWeinger@insurancedefense.net

On July 1, 2025, Orlando Managing Partner Anthony Merendino and Senior Appellate Partner Daniel Weinger obtained an order granting Defendant's Motion for Final Summary Judgment in a premises liability case in *Plaintiff v. Plaza Resort & Spa Association, Inc.* The Plaintiff filed suit against Defendant alleging that Defendant was vicariously liable for the actions of its employee(s) where Plaintiff alleged that the employee(s) violently attacked the Plaintiff causing serious bodily injuries.

Plaintiff alleged that he entered the Defendant's hotel premises in an effort to visit with his girlfriend who had been visiting friends staying at the hotel. While inside the hotel premises, the Plaintiff alleged that he was "violently attacked" in or near the lobby area by an employee of the Defendant. Plaintiff alleged that as a result of the attack, he was thrown to the ground. Consequently, Plaintiff alleged that he sustained injuries to his neck, back, head, and internal organs, resulting in neck and low back surgeries, and a surgery to repair a hernia. Plaintiff's claimed past medical bills were approximately $200,000.00. Despite the allegation that Defendant's employee attacked him, the Plaintiff never could identify the alleged assailant and testified that there were two (2) unidentified individuals near him at the time of the incident who he could not identify as employees of the Defendant. Though the Defendant vehemently denied that any of its employees ever attacked or assaulted the Plaintiff, we argued that (1) an employee's (alleged) criminal assault and/or intentional tort cannot impose vicarious liability on the employer in light of no record evidence that such conduct was within the course and scope of employment, and (2) the Plaintiff's remaining vicarious liability count could only be supported by an impermissible stacking of inferences. The summary judgment prevented a trial scheduled to begin shortly thereafter.

Earlier in the case, we were successful in obtaining partial summary judgment on prior causes of action asserted by the Plaintiff for negligent hiring and negligent retention, as well as on Plaintiff's wage loss claims.

Progressive American Insurance Company v. Allen Robert Grove, et al. Allan Thomas and Vivian Grove
Insurance Coverage | Final Summary Declaratory Judgment
Attorney(s): Jessalea M. Shettle, Esq.
Plaintiff Counsel: Gregg Silverstein, Esq.



Jessalea Shettle, Esq.
Senior Partner (Tampa)
JShettle@insurancedefense.net

Jessalea Shettle obtained a Final Summary Judgment and Final Declaratory Judgment in a coverage matter entitled *Progressive American Insurance Company v. Allen Robert Grove, et al*. Allan Thomas and Vivian Grove were allegedly injured in an automobile accident involving Vivian Thomas and filed suit against Ms. Thomas in Broward County, Florida. Vivian Thomas obtained a personal automobile insurance policy from Progressive, which was cancelled due to non-payment three days before Ms. Thomas was involved in the automobile accident with the Groves. Pre-Suit, Progressive denied coverage for the loss on the basis that the policy was not in

Read more on page 12.

VERDICTS AND SUMMARY JUDGMENTS, *CONT.*

effect on the date of loss. Following the filing of the lawsuit by the Groves, Progressive provided a defense under reservation of rights to Ms. Thomas, and retained Ms. Shettle to initiate a declaratory judgment action requesting the Court find as a matter of law the policy was properly cancelled in accordance with the applicable Florida Statutes and Progressive had no duty to defend or indemnify Ms. Thomas for the subject loss. Allan and Sally Grove disputed Progressive's position, retaining attorney Gregg Silverstein to argue that Progressive failed to follow the proper Florida Statutes resulting in an invalid policy cancellation and argued the payments sought by Progressive were improper. Ms. Shettle was able to place irrefutable evidence in the record through Progressive corporate representative depositions that proper mailing and notice procedures were filed by Progressive in accordance with Fla. Stat. 627.728 resulting in a favorable declaratory judgment being entered on behalf of Progressive, removing any obligation to provide a defense or indemnification for the underlying bodily injury lawsuit.

Gabriel Gonzalez et al v. Defendant Insurance Company

First Party Property | Final Summary Judgment

Attorney(s): Anthony Perez, Esq.; Alec Teijelo, Esq.

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

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

First-Party Property (FPP) Managing Partner Anthony Perez and Junior Partner Alec Teijelo secured final summary judgment in the matter styled *Gabriel Gonzalez et al v. Defendant Insurance Company*. Plaintiffs filed suit alleging that Defendant breached the insurance contract by denying coverage for their claim for damage to their property resulting from Tropical Storm Eta. Defendant filed its motion for final summary judgment, maintaining its position on the denial of coverage based on the policy's exclusion for damage caused by wear and tear and deterioration, and the lack of any evidence of a peril created opening in the roof that allowed rainwater to enter the property. Defendant's motion was granted, final summary judgment was entered in favor of Defendant.

You Restorations LLC a/a/o Johnny Tejada v. Defendant Insurance Company

First Party Property | Dismissal with Prejudice

Attorney(s): Anthony Perez, Esq.; Karma Hall, Esq.
Plaintiff Counsel: Insurance Trial Lawyers

Karma Hall, Esq.
Senior Partner (Miami)
KHall@insurancedefense.net

FPP Managing Partner Anthony Perez and Senior Partner Karma Hall secured a dismissal with prejudice in the matter styled *You Restorations LLC a/a/o Johnny Tejada v. Defendant Insurance Company*. Plaintiff filed suit alleging that Defendant breached the insurance contract by denying coverage for services rendered by Plaintiff pursuant to an assignment of benefits following Tropical Storm Elsa. Defendant maintained its position on the denial of coverage based on the policy's exclusion for damage caused by wear and tear and deterioration, and the lack of any evidence of a peril created opening in the roof that allowed rainwater to enter the property. On the eve of trial, after three years of litigation, Plaintiff dismissed the case with prejudice.

Juana Navarro v. Defendant Insurance Company

First Party Property | Dismissal with Prejudice

Attorney(s): Anthony Perez, Esq.; Cristina Sevilla, Esq.
Plaintiff Counsel: Carlos Santiesteban, P.A.

Cristina Sevilla, Esq.
Junior Partner (Miami)
CSevilla@insurancedefense.net

FPP Managing Partner Anthony Perez and Junior Partner Cristina Sevilla secured a dismissal with prejudice in the matter styled *Juana Navarro 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 roof leak. Defendant maintained its position on the denial of coverage based on the policy's exclusion for existing damage, as Defendant had previously issued payment to Plaintiff for the

Read more on page 13.

VERDICTS AND SUMMARY JUDGMENTS, *CONT.*

replacement of the roof. While Plaintiff alleged that she had replaced the roof with the payment received from Defendant pursuant to her prior claim, Defendant asserted that Plaintiff had not replaced the roof and was attempting to mislead Defendant in an attempt to secure a second payment from Defendant for the same roof. Following Defendant's discovery that Plaintiff had submitted a fake invoice for the replacement of the roof, Plaintiff dismissed the case with prejudice.

Dade Mold Inspectors a/a/o Sun Dream Home v. Defendant Insurance Company

First Party Property | Dismissal with Prejudice

Attorney(s): Anthony Perez, Esq.; Keyondra Parrish, Esq.
Plaintiff Counsel: Property Litigation Group

Keyondra Parrish, Esq.
Senior Associate (Miami)
KParrish@insurancedefense.net

FPP Managing Partner Anthony Perez and Senior Associate Keyondra Parrish secured a dismissal with prejudice in the matter styled *Dade Mold Inspectors a/a/o Sun Dream Home v. Defendant Insurance Company*. Plaintiff filed suit alleging that Defendant breached the insurance contract by denying coverage for its claim for payment relating to services rendered at the insured property pursuant to an assignment of benefits. Defendant filed its Motion for Sanctions Pursuant to Florida Statute §57.105, as Plaintiff knew or should have known that Defendant had fulfilled its obligations concerning payment to Plaintiff consistent with the policy. In advance of the hearing on Defendant's Motion, Plaintiff dismissed the case with prejudice.

Segundo Sosa v. Defendant Insurance Company

First Party Property | Dismissal with Prejudice

Attorney(s): Anthony Perez, Esq.; Alec Teijelo, Esq.
Plaintiff Counsel: Zipris Lavalle

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

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

FPP Managing Partner Anthony Perez and Junior Partner Alec Teijelo secured a dismissal with prejudice in the matter styled *Segundo Sosa 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 Tropical Storm Eta. Defendant maintained its position on the denial of coverage based on the policy's exclusion for damage caused by wear and tear and deterioration, and the lack of any evidence of a peril created opening in the roof that allowed rainwater to enter the property. Following the deposition of the insured, during which Mr. Teijelo secured favorable testimony in support of Defendant's position, Plaintiff dismissed the case with prejudice.

Marisel Cabrera v. Defendant Insurance Company

First Party Property | Dismissal with Prejudice

Attorney(s): Anthony Perez, Esq.; Alec Teijelo, Esq.
Plaintiff Counsel: Shield Law Group

FPP Managing Partner Anthony Perez and Junior Partner Alec Teijelo secured a dismissal with prejudice in the matter styled *Marisel Cabrera 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 Hurricane Irma. Defendant maintained its position that its ability to investigate the loss had been prejudiced by Plaintiff's failure to report the loss until almost 3 years later, and the fact that the roof had been repaired and painted prior to the reporting the claim. In advance of the deposition of Plaintiff's expert engineer, Plaintiff dismissed the case with prejudice.

VERDICTS AND SUMMARY JUDGMENTS, *CONT.*

Katherine Hansen v. Defendant Insurance Company
First Party Property | Dismissal with Prejudice
Attorney(s): Anthony Perez, Esq.; Keyondra Parrish, Esq.
Plaintiff Counsel: Property Litigation Group

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

Keyondra Parrish, Esq.
Senior Associate (Miami)
KParrish@insurancedefense.net

FPP Managing Partner Anthony Perez and Senior Associate Keyondra Parrish secured a dismissal with prejudice in the Seminole County matter styled *Katherine Hansen 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 Hurricane Ian. Defendant maintained its position on the denial of coverage based on the policy's exclusion for damage caused by wear and tear and deterioration, and the lack of any evidence of a peril created opening in the roof that allowed rainwater to enter the property. In advance of her deposition, Plaintiff dismissed the case with prejudice.

Beaver Restoration a/a/o Hugo Montero v. Defendant Insurance Company
First Party Property | Dismissal with Prejudice
Attorney(s): Anthony Perez, Esq.; Justin Schwerling, Esq.
Plaintiff Counsel: Insurance Trial Lawyers

Justin Schwerling, Esq.
Junior Partner (Miami)
JSchwerling@insurancedefense.net

FPP Managing Partner Anthony Perez and Junior Partner Justin Schwerling secured a dismissal with prejudice in the Collier County matter styled *Beaver Restoration a/a/o Hugo Montero v. Defendant* Insurance Company Plaintiff filed suit alleging that Defendant breached the insurance contract by not paying the full amount of its invoices relating to services rendered at the insured property pursuant to an assignment of benefits. Defendant filed its Motion for Summary Judgment, contending that it had fulfilled its obligations by exhausting the statutory limit set forth in Florida Statute §627.7152, and that Plaintiff's purported assignment of benefits was invalid rendering Plaintiff without standing to maintain the lawsuit. Following receipt of Defendant's motion, Plaintiff dismissed the case with prejudice.

Jose & Cecilia Toro v. Defendant Insurance Company
First Party Property | Dismissal
Attorney(s): Anthony Perez, Esq.; Dominic Fetchero, Esq.
Plaintiff Counsel: De Prado De La Osa

Dominic Fetchero, Esq.
Senior Associate (Jacksonville)
DFetchero@insurancedefense.net

Senior Partner Anthony Perez and Senior Associate Dominic Fetchero secured a dismissal in the Duval County matter styled *Jose & Cecilia Toro v. Defendant Insurance Company*. Plaintiffs filed suit alleging that Defendant breached the insurance contract by denying coverage for their claim for damage to their property resulting from Hurricane Nicole. Defendant maintained its position on the denial of coverage based on the policy's exclusion for damage caused by wear and tear and deterioration, and the lack of any evidence of a peril created opening in the roof that allowed rainwater to enter the property. Following the filing of several motions to compel, Plaintiff dismissed the case.

VERDICTS AND SUMMARY JUDGMENTS, *CONT.*

Robertson v. Antoine

Traffic Accident Case | Punitive Damages Order Reversed

Attorney(s): Bonnie Sacks, Esq.; Daniel Weinger, Esq.

Bonnie Sack, Esq.
Junior Partner (Miami)
BSack@insurancedefense.net

Daniel Weinger, Esq.
Senior Partner (Fort Lauderdale)
DWeinger@insurancedefense.net

PUNITIVE DAMAGES – ORDER REVERSED

The Fourth DCA Reversed Interlocutory Order Granting Leave to Amend for Punitive Damages in *Robertson v. Antoine* (4D2025-0851). Our Appellate Partner, Bonnie Sack, and Appellate Director, Daniel Weinger, took advantage of the 2022 amendment to Florida Rules of Appellate Procedure 9.130, and sought immediate review of the trial court's interlocutory order granting the plaintiff's motion for leave to amend to add a claim for punitive damages. In this car versus forklift traffic accident case, the trial court granted leave to amend finding the defendant's deposition testimony that he knew he was operating the forklift in violation of traffic laws supported a claim for punitive damages based on "intentional misconduct" under § 768.72(2)(a), Fla. Stat.

On appeal, our appellate team successfully argued that plaintiff improperly plead her punitive damages claim as a stand-alone count and the evidence that the forklift operator violated traffic laws, without more, failed to demonstrate intentional misconduct or gross negligence under § 768.72, Fla. Stat. We argued that punitive damages are reserved for truly culpable conduct and the required level of negligence for punitive damages is equivalent to the conduct involved in criminal manslaughter, not here where the forklift operator was trying to perform his job as safely as possible. The majority held that the evidence only showed general intent to violate traffic laws and did not show the specific intent to knowingly engage in wrongful conduct with knowledge of the high probability of injury to the plaintiff. The dissent opined that knowingly operating a forklift against the flow of traffic could be considered "gross negligence" but agreed that the proffer did not support a finding of "intentional misconduct." This published opinion sets precedent that punitive damages are reserved for outrageous conduct, malicious motive, or wrongful intention, not ordinary negligence. Our appellate team jumps into action to analyze the viability of an immediate appeal of an interlocutory order granting a plaintiff leave to amend to claim punitive damages.

Plaintiff v. Rental-Home Host

Negligent Security | Voluntary Dismissal with Prejudice

Attorney(s): Matthew Wendler, Esq.
Plaintiff Counsel: Justice for All Legal

Matthew Wendler, Esq.
Senior Partner (Orlando)
MWendler@insurancedefense.net

On May 24, 2025, Orlando Senior Partner Matthew Wendler obtained a voluntary dismissal with prejudice in a negligent security action. Plaintiff claimed that he sustained serious personal injuries relating to a shooting that occurred while he was at a rental property owned and managed by our client. Upon receipt of the lawsuit, Mr. Wendler filed a motion to dismiss, contending that the lawsuit was barred by the doctrine of res judicata. Specifically, Mr. Wendler had obtained a dismissal under Florida Rule of Civil Procedure 1.420(b) of an earlier-filed related lawsuit, which was brought by a family member of the plaintiff when he was a minor and which sought to recover damages for the same shooting. Shortly after turning 18, Plaintiff filed the subject lawsuit. After moving to dismiss the lawsuit, Mr. Wendler served a section 57.105 motion for sanctions, which ultimately led Plaintiff's counsel to dismiss the lawsuit and to do so with prejudice.

Plaintiff v. Apartment Complex

Negligent Security | Judgment on the Pleadings

Attorney(s): Matthew Wendler, Esq.
Plaintiff Counsel: Morgan & Morgan

On September 26, 2025, Orlando Senior Partner Matthew Wendler obtained judgment on the pleadings in a negligent security action Plaintiff claimed that he sustained serious personal injuries relating to a January 22, 2021 shooting that occurred while he was on premises owned and managed by our client. Although the lawsuit was filed on March 17, 2023 (shortly before the effective date of the tort-reform statute), Plaintiff's counsel waited until March 4, 2025 to move for leave to amend the complaint to join our client. Shortly after answering the amended complaint and asserting the four-year statute of limitations as an affirmative defense, Mr. Wendler moved for judgment on the pleadings under Florida Rule of Civil Procedure 1.140(c). The Court announced its ruling in favor of our client after Mr. Wendler successfully rebutted the arguments Plaintiff's counsel raised during a special-set hearing.

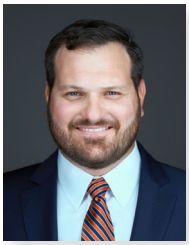
VERDICTS AND SUMMARY JUDGMENTS, *CONT.*

Plaintiff v. Paving Materials Company and Defendant 2

General Liability/Roadway Construction – Front-End Loader (FEL) vs. Motor Vehicle Accident | Motion to Dismiss for Fraud Granted, Demand before hearing $1,200,000.00, Defendants PFS Expired before Dismissal

Attorney(s): Benjamin Pahl, Esq.; Marie Valera, Esq.

Plaintiff Counsel: Uriarte Law, P.A.



Benjamin Pahl, Esq.

Managing Partner (Stuart)

BPahl@insurancedefense.net

Marie Valera, Esq.

Associate (Stuart)

MValera@insurancedefense.net

Stuart Managing Partner Benjamin Pahl and Associate Marie Valera prevailed on a Motion to Dismiss for Fraud Upon the Court in a personal injury motor vehicle accident matter styled *Plaintiff v. Paving Materials Company and Defendant 2*. Plaintiff alleged permanent bodily injuries arising from a motor vehicle accident involving a Front-End Loader near a roadway paving and construction operation. Plaintiff sought $202,284.67 in past medical damages. Prior to the Hearing, Plaintiff demanded $1,200,000.00 and claimed the accident caused new and permanent injuries to her neck and back requiring surgical intervention to her lumbar spine. After propounding discovery, subpoenaing Plaintiff's medical records, and taking Plaintiff's deposition, it became apparent that Plaintiff was dishonest about her prior medical history, treatment, and preexisting conditions involving the same body parts at issue. Plaintiff testified under oath that she had never been involved in a prior motor vehicle accident, never treated for neck or back pain, never undergone diagnostic imaging, and never retained counsel or made an insurance claim for personal injuries. The records proved otherwise. Medical and insurance records showed that Plaintiff had been involved in a prior motor vehicle accident, received extensive treatment for neck and back complaints, underwent multiple MRI studies, and retained legal counsel who pursued a personal injury claim that resulted in a settlement. Plaintiff also continued to deny this history in sworn written discovery responses. In response to the Motion, Plaintiff's counsel, Uriarte Law, argued that Plaintiff could not remember an accident that occurred approximately thirteen years earlier. The Court rejected that argument, finding it impossible for Plaintiff not to remember extensive medical treatment, diagnostic testing, legal representation, and a settlement, and concluded that Plaintiff intentionally withheld her prior accident and medical history in a scheme to defraud the Court. Following a hearing, the Court granted Defendants' Motion to Dismiss for Fraud Upon the Court with prejudice. Defendants will be seeking an award of attorneys' fees and costs based upon an expired Proposal for Settlement.

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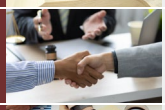
18 DEC		**Politics & Litigation in Transportation Claims: Emerging & New Laws Affecting Claims Management** ***(December 18, 2025 at 12:30 PM ET)*** *David Farina, Vanja Pemac, Tammy Warn, David Cades, Matthew Fox, Ashley Larson*
29 JAN		**Claims Handling Strategies that Lead to Winning Verdicts and File Outcomes** ***(January 29, 2026 at 12:30 PM ET)*** *Ashley Brown, Luis Menendez-Aponte, Kyle Roehler, Norm Revis, Mike Gaudet, Bob Veon*
19 FEB		**Mastering Mediation: What Attorneys and Adjusters Need to Know Before Mediation** ***(February 19, 2026 at 12:30 PM ET)*** *Jennifer Bruder, Dan Santaniello, Jessica A. Seares, Michelle Moeller, Amber Joseph, Grant Lingg*
19 MAR		**The Next Generation of Claims Management and Insurance Defense Strategies** ***(March 19, 2026 at 12:30 PM ET)*** *Max Smith, Janine Menendez Aponte, Wade Quinn, Chuck Bailey, Mike Huntsman, Jennifer Eubanks*
16 APR		**The Spinal Cord Stimulator — Legitimate Treatment or Increasing Boardable Bills?** ***(April 16, 2026 at 12:30 PM ET)*** *Jeb Stewart, Tim Wolf, Clark Monroe, Richard Lewis, Amanda Matthews, Nora Bailey*
21 MAY		**Using & Combating the Use of AI in Claims Management & Litigation** ***(May 21, 2026 at 12:30 PM ET)*** *Jennifer Cheek, Dan Santaniello, Zach Morgan, Marty Pujolar, Bob Sims*
18 JUN		**The Impact of Social Inflation on Insurance Claims** ***(June 18, 2026 at 12:30 PM ET)*** *Anthony Petrillo, Sean Partrick, Shanks Leonhardt, Ashley Larson, Pat Madden, Barry Gerstman*
16 JUL		**Professional Liability Claims Defense** ***(July 16, 2026 at 12:30 PM ET)*** *Cynthia Lawrence, Stuart Cohen, Ted McDonald, Richard Underwood, Steve Heil, Eric Inglis*
20 AUG		**Leveraging Technology for Testimony in Construction Defect Claims** ***(August 20, 2026 at 12:30 PM ET)*** *Hayley Newman, Myrna Rembold, Terence Kadlec, Michael Rutledge, Christine Rice, Stevan Baxter*
17 SEPT		**Fighting Fraud in Workers' Compensation Claims** ***(September 17, 2026 at 12:30 PM ET)*** *Megan Wagner, Michelle Ortiz, Gina Azizad, Tessa McEllistrem, Garrett Lutkovsky, Andrew Spalding*
15 OCT		**Assessing Dash Camera Videos Through the Lens of Human Factors** ***(October 15, 2026 at 12:30 PM ET)*** *Damian Taranto, Ben Pahl, Brad Hansmann, Mike Hostetter, Young Bui, Kate Adams*
19 NOV		**How to Defend Against Plaintiff's Life Care Plans** ***(November 19, 2026 at 12:30 PM ET)*** *Steve Olson, John Bringardner, Jeff Smith, Suzanne Schlernitzauer, Dr. Lars Reinhart, Dave Farina*
17 DEC		**Navigating the Commercial General Liability Policy for Construction Defect Claims** ***(December 17, 2026 at 12:30 PM ET)*** *Rod Pettey, Dan Santaniello, Gianna Calzola, Katie Moore, Lance Cook, Joseph Catalano*

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