<<COURT\_NAME>>

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| <<PROVIDER\_SUITNAME>>,  a/a/o <<INJUREDPARTY\_NAME>>  Plaintiff,  vs.  <<INSURANCECOMPANY\_SUITNAME>>  Defendant  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/ | Case No. <<INDEXORAAA\_NUMBER>> |

# MOTION TO DETERMINE REASONABLE

# ATTORNEY'S FEES AND TAXABLE COSTS

Plaintiff, <<PROVIDER\_SUITNAME>>, by and through undersigned counsel, hereby files this it’s motion for Entitlement to Reasonable Attorney’s Fees and Costs, to be imposed against the Defendant, <<INSURANCECOMPANY\_SUITNAME>>, and as grounds therefore states as follows:

1. This lawsuit arises from a claim for damages to real property in connection with a covered loss under claim number, <<INS\_CLAIM\_NUMBER>>, that occurred on <<ACCIDENT\_DATE>>.
2. Following the loss the Insured, <<INJUREDPARTY\_NAME>>, executed an assignment of benefits to the Plaintiff in exchange for services meant to assist in the repair or replacement of damaged physical property.
3. Despite Plaintiff’s proper demand for payment for the services rendered, Defendant refused to pay the insurance benefits due under their policy of insurance.
4. As a result of Defendant’s actions, Plaintiff filed the instant lawsuit for breach of contract for Defendant’s failure to issue policy benefits under the subject policy of insurance.
5. Subsequent to this lawsuit Defendant confessed judgment in favor of Plaintiff.
6. Pursuant to Fla. Stat. 627.428(1) “Upon the rendition of a judgment or decree by any of the courts of this state against an insurer and in favor of any named or omnibus insured or the named beneficiary under a policy or contract executed by the insurer, the trial court shall adjudge or decree against the insurer and in favor of the insured or beneficiary a reasonable sum as fees or compensation for the insured’s or beneficiary’s attorney prosecuting the suit in which the recovery is had.”
7. When an insurance company has agreed to settle a disputed case, it has, in effect, declined to defend its position in the pending suit. Thus, the payment of the claim is, indeed, the functional equivalent of a confession of judgment or a verdict in favor of the insured. United Automobile Insurance Co. v. Zulma, 661 So.2d 947 (Fla. 4th DCA 1995) *citing* Wollard v. Lloyd’s & Co.s of Lloyd’s, 439 So.2d 217, 218 (Fla. 1983)
8. In this case the Defendant, <<INSURANCECOMPANY\_SUITNAME>>, reached a settlement pertaining to damages and or paid the benefits subsequent to the filing of the lawsuit thereby relinquishing all of its defenses and confessed judgment in favor of Plaintiff.

**WHEREFORE,** Plaintiff respectfully requests that this Court award entitlement to attorney's fees and taxable costs incurred and grant such other and further relief as is appropriate under the circumstances.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on February 19, 2022 a true and correct copy of the foregoing was served upon the Defendant via the Florida E-file Portal.

Florida Insurance Law Group, LLC

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*/s/ Leo Manon III*

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