

ATTORNEY REFERRAL/COUNSEL ENGAGEMENT LETTER

Document Category: Escalation & Legal Positioning

Document Number: 10-Enhanced of 33

CLIENT INFORMATION

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March 28, 2024

CONFIDENTIAL ATTORNEY-CLIENT COMMUNICATION

SENT VIA SECURE EMAIL/CERTIFIED MAIL

Robert Goldman, Esq.
Goldman & Associates, P.A.
Insurance Litigation Group
2000 Ponce de Leon Blvd., Suite 1200
Coral Gables, FL 33134

Re: Request for Legal Representation - Insurance Bad Faith/Breach of Contract Matter

Potential Defendant: Progressive Insurance Company
Policy Number: FL-HO3-2020-558921
Claim Number: PRG-2024-FL-HUR-00234
Date of Loss: September 28, 2023 (Hurricane damage)
Amount in Dispute: \$285,000
Estimated Total Case Value: \$850,000 (including bad faith damages)
Statute of Limitations Date: September 28, 2028 (5 years for breach of contract in FL)

Dear Mr. Goldman:

I am seeking experienced legal representation for prosecution of insurance bad faith, breach of contract, and statutory violation claims against Progressive Insurance Company. Based on my research, referrals from the Florida Association of Public Insurance Adjusters, and review of your firm's successful verdicts

against insurance companies (particularly *Goldman v. State Farm*, \$3.2M verdict, 2023), I believe your expertise makes you ideal counsel for this matter.

I. EXECUTIVE SUMMARY

Progressive has engaged in textbook bad faith handling of my legitimate hurricane damage claim, including wrongful denial of roof replacement, systematic undervaluation using a biased engineering firm, intentional delays exceeding statutory deadlines, and misrepresentation of policy coverage. The claim involves clear coverage, documented damages exceeding \$285,000, and egregious conduct that should result in substantial extra-contractual damages. This case presents strong liability, significant damages, and an opportunity to hold a major insurer accountable for systematic post-hurricane bad faith practices affecting thousands of Floridians.

II. CASE OVERVIEW

Insurance Relationship

- Policyholder since: March 2015 (9 years)
- Premium history: \$3,850 annually x 9 years = \$34,650 total paid
- Claims history: One prior claim in 2018, properly handled and paid
- Policy type: HO-3 with hurricane deductible
- Coverage limits:
 - Dwelling: \$525,000
 - Contents: \$367,500
 - ALE: \$157,500
 - Ordinance/Law: \$52,500
- Current status: Policy active, premiums current through March 2025

The Loss Event

- Date of loss: September 28, 2023
- Type of loss: Hurricane wind damage - roof destroyed, water intrusion, structural damage
- Cause: Hurricane (clearly covered peril)
- Discovery: Immediate - during storm
- Reporting: Same day via mobile app and phone
- Initial response: "Under investigation" - no commitment to coverage

Claim Value Analysis

- Documented damages: \$342,580
- Professional estimates: 3 ranging from \$285,000 to \$387,000
- Amount paid to date: \$57,580
- Underpayment: \$285,000
- Additional damages from delay: \$45,000 (ongoing deterioration)

III. STRONG LIABILITY FACTORS

Clear Coverage Exists

Policy Language:

- Hurricane/windstorm coverage: "We insure for direct physical loss to property caused by windstorm or hail"
- No applicable exclusions for this loss
- All conditions precedent satisfied

Documentation Supporting Coverage:

- ✓ National Weather Service confirms hurricane conditions
- ✓ Timely notice provided (same day)
- ✓ Full cooperation with investigation
- ✓ Three independent contractors confirm hurricane damage
- ✓ Neighboring properties with same damage paid in full

Bad Faith Conduct Pattern

1. Unreasonable Investigation

- Adjuster spent only 20 minutes on property
- Refused to access attic where major damage visible
- Used "desk review" instead of proper inspection
- Hired Rimkus Consulting (notorious for insurance-favorable reports)

2. Misrepresentation of Coverage

- Claimed "wear and tear" for 5-year-old roof
- Stated wind damage "not visible" despite photos
- Misquoted policy exclusions

- Changed coverage position three times

3. Delay Tactics

- 45 days to acknowledge claim
- 120 days for first inspection
- Requested same documents 4 times
- Changed adjusters 3 times without notice

4. Economic Coercion

- "Take it or leave it" offer of \$57,580
- Threatened to close claim if not accepted
- Knew about my mother's medical bills
- Timed lowball offer before mortgage payment due

Statutory Violations Clear

Florida Statutes Violations:

- § 627.70131 - Failed to acknowledge within 14 days (31 days late)
- § 627.701 - Failed to pay/deny within 90 days
- § 626.9541 - Unfair claim settlement practices (8 violations)
- § 624.155 - Bad faith statute violated

Penalties available: Attorney fees, interest, potential treble damages

IV. DAMAGES PROFILE

Economic Damages

Contract Damages:

- Unpaid benefits: \$285,000
- Interest (12% statutory): \$34,200
- Future repairs from deterioration: \$45,000
- **Subtotal: \$364,200**

Consequential Damages:

- HELOC interest to fund repairs: \$18,500

- Lost property value: \$75,000
- Credit score damage (missed payments): \$25,000
- Professional fees (PA, engineer): \$12,500
- **Subtotal: \$131,000**

Total Economic: \$495,200

Extra-Contractual Damages

Emotional Distress:

- Severity: Anxiety, insomnia, depression
- Duration: Ongoing since October 2023
- Treatment: Therapy bi-weekly, medication
- Family impact: Daughter's wedding postponed due to damaged home

Punitive Damages Factors:

- ✓ Pattern of post-hurricane claim denials
- ✓ Financial motivation documented in leaked memo
- ✓ Prior regulatory sanctions for same conduct
- ✓ Net worth \$23 billion supports substantial award

Estimated Punitive Range: \$1,000,000 to \$3,000,000

V. CASE STRENGTHS

Documentation

- ✓ 147 pages of correspondence
- ✓ 6 recorded phone calls (Florida is two-party consent - all properly noticed)
- ✓ 200+ photographs with timestamps
- ✓ Drone footage before/after hurricane
- ✓ Three independent expert reports
- ✓ Weather data and hurricane tracking

Expert Support

- Public Adjuster: Steven Torres, FAPIA - Loss valued at \$342,580
- Structural Engineer: Dr. Maria Santos, P.E. - Confirmed wind damage

- Roofing Contractor: ABC Roofing (30 years experience) - Complete replacement needed
- Meteorologist: Ready to testify on wind speeds at property

Sympathetic Facts

- Single mother of two
- Nurse at Jackson Memorial Hospital (worked through COVID)
- Never missed a premium payment in 9 years
- Neighbors with identical damage paid in full
- Progressive CEO made \$24 million while denying hurricane claims

VI. PROCEDURAL STATUS

Current Status

- Claim filed: September 28, 2023
- Partially paid: December 15, 2023 (\$57,580)
- Appraisal demanded: January 30, 2024 (Progressive refusing)
- Civil Remedy Notice: Filed February 28, 2024
- 60-day cure period: Expires April 29, 2024
- Mediation: Not yet scheduled

Urgency Factors

- ☒ Further property deterioration ongoing
- ☒ Hurricane season approaching (June 1)
- ☒ Temporary repairs failing
- ☒ Mortgage company threatening foreclosure

VII. LITIGATION STRATEGY CONSIDERATIONS

Causes of Action Available

1. **Breach of Contract** - Clear, damages certain
2. **Statutory Bad Faith** - § 624.155 violation
3. **Common Law Bad Faith** - Egregious conduct
4. **Unfair Trade Practices** - Multiple violations
5. **Declaratory Relief** - Coverage determination

Discovery Strategy

Key Evidence to Obtain:

- Complete claim file with metadata
- All Rimkus communications
- Similar hurricane claims from zip code
- Claims handling guidelines
- Adjuster performance metrics
- Executive emails about hurricane claims
- McKinsey documents on claim reduction

VIII. WHY YOUR FIRM

Specific Qualifications Sought

Your Firm's Advantages:

- Defeated Progressive 3 times in last 2 years
- \$8.5 million in hurricane verdicts since 2020
- Full trial team (not just settlement shop)
- Media relationships for public pressure
- Resources to fight through appeal

Questions About Representation

1. Will you handle on pure contingency?
2. Can you advance all costs?
3. Timeline to filing suit after CRN expires?
4. Success rate with hurricane claims?
5. Willingness to try case vs. settle?

IX. PROPOSED ENGAGEMENT TERMS

Expected Structure:

- Contingency fee: Understanding 40% for contested first-party
- Costs advanced by firm
- No recovery, no fee or costs owed

- Statutory fees recoverable separate from contingency

Client Commitments

I am prepared to:

- ✓ Provide all documentation immediately
- ✓ Sit for deposition (practiced with PA)
- ✓ Attend all hearings and trial
- ✓ Reject inadequate settlements
- ✓ See case through appeal if needed
- ✓ Speak to media if strategically beneficial

X. ADDITIONAL CASE VALUE FACTORS

Public Interest/Media Appeal

- Post-hurricane systematic denials
- Healthcare worker denied coverage
- David vs. Goliath narrative
- CEO compensation vs. claim denials contrast

Class Action Potential

- Similar denials throughout South Florida
- Same engineering firm used
- Pattern practices documented
- FAIPA tracking 500+ similar denials

XI. DOCUMENTATION READY FOR REVIEW

Immediate Production Available:

1. Complete claim file - 523 pages chronologically organized
2. Expert reports - Three independent professionals
3. Photo/video evidence - Drone and ground level
4. Financial impact - Bank statements, credit reports
5. Medical records - Emotional distress treatment
6. Comparative evidence - Neighbors' approved claims

XII. INITIAL CONSULTATION REQUEST

Meeting Preferences:

- Available any time next week
- Prefer in-person at your office
- Can bring all documents
- Public adjuster available to attend

Contact Information:

- Cell: (305) 555-8921 (text okay)
- Email: jmartinez.insurance@email.com
- Best time: Evenings after 7 PM or weekends

XIII. CONCLUSION

This case presents an exceptional opportunity to hold Progressive accountable for systematic bad faith hurricane claim practices affecting thousands of Floridians. The liability is clear, damages are substantial, and the defendant's conduct is indefensible.

I specifically sought out your firm based on your track record against Progressive and your reputation for taking cases to verdict when necessary. The insurance company bet I would go away quietly. With your help, we can show them the cost of bad faith and potentially help thousands of other hurricane victims.

I am ready to proceed immediately and look forward to discussing this opportunity with you. Please contact me at your earliest convenience to schedule a consultation.

Thank you for considering this matter.

Respectfully,

/s/ Jennifer Martinez

Jennifer Martinez

March 28, 2024

Enclosures:

1. Executive summary (5 pages)
2. Timeline of events
3. Civil Remedy Notice

4. Progressive's denial letter
5. Three contractor estimates
6. Engineer report
7. Photo portfolio (50 best images)
8. Recorded call transcripts

Note: No other attorneys currently consulted. All information provided is accurate and complete.