



\*25-000168742\*

PAN AM DIAGNOSTIC SERVICES, INC. DBA  
WIDE OPEN MRI A/A/O ANNIE PICKENS

PLAINTIFF(S)

VS.

RESPONSIVE AUTO INSURANCE COMPANY  
(THE)

DEFENDANT(S)

**CASE #:** 2025-086532-SP-26  
**COURT:** COUNTY COURT  
**COUNTY:** MIAMI-DADE  
**DFS-SOP #:** 25-000168742

SUMMONS, COMPLAINT

## **NOTICE OF SERVICE OF PROCESS**

NOTICE IS HEREBY GIVEN of acceptance of Service of Process by the of the State of Florida. Said process was received in my office by ELECTRONIC DELIVERY on Monday, June 30, 2025 and a copy was forwarded by ELECTRONIC DELIVERY on Wednesday, July 2, 2025 to the designated agent for the named entity as shown below.

RESPONSIVE AUTO INSURANCE COMPANY (THE)  
JOHN D MACHUL  
SUITE 1000 8151 PETERS ROAD  
PLANTATION, FL 33324

**\*Our office will only serve the initial process (Summons and Complaint) or Subpoena and is not responsible for transmittal of any subsequent filings, pleadings, or documents unless otherwise ordered by the Court pursuant to Florida Rules of Civil Procedure, Rule 1.080.**

RICK GARCIA  
LOWERCASE, PLLC  
5582 NE 4TH COURT  
SUITE 6A  
MIAMI, FL 33137

JM1

Pan Am Diagnostic Services, Inc. DBA  
Wide Open MRI  
a/a/o Annie Pickens

IN THE COUNTY COURT IN AND FOR  
Miami-Dade FLORIDA  
Case No. 2025-086532-SP-26

Plaintiff,

vs.

Responsive Auto Insurance Company (The)  
Defendant.

\_\_\_\_\_ /

THE STATE OF FLORIDA:

TO:

Responsive Auto Insurance Company (The)  
c/o Florida Chief Financial Officer as Registered Agent  
Service of Process Section  
Post Office Box 6200  
Tallahassee, Florida 32314-6200

TO EACH SHERIFF OF THE STATE: You are commanded to serve this Summons and a copy of the Complaint, in this lawsuit on the above-named defendant(s).

**IMPORTANT**

A lawsuit has been filed against you. You have 20 calendar days after this summons is served on you to file a written response to the attached complaint/petition with the Clerk of this Court. A phone call will not protect you. Your written response, including the case number given above and the names of the parties, must be filed if you want the Court to hear your side of the case. If you do not file your response on time, you may lose the case, and your wages, money, and property may thereafter be taken without further warning from the Court. There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may call an attorney referral service or a legal aid office (listed in the phone book).

If you choose to file a written response yourself, at the same time you file your written response to the court, you must also mail or take a copy of your written response to the "Plaintiff/Plaintiff's Attorney" named below.

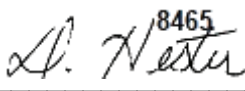
CASE NO: 2025-086532-SP-26

DATED ON 6/13/2025, 2025,

CLERK OF THE COUNTY COURT



Juan Fernandez-Barquin,  
Clerk of the Court and Comptroller

By:   
Juan Fernandez-Barquín

Rick Garcia, ESQUIRE

lowercase, a law firm  
Attorney for Plaintiff  
4443 NW 2nd Ave.  
Miami, FL 33127  
Telephone: 833.569.3335  
Email: [service@lowercaselaw.com](mailto:service@lowercaselaw.com)

\*In accordance with the American With Disabilities Act, persons with disabilities needing a special accommodation to participate in this proceeding should contact Court Administration: 73 West Flagler Street, Suite # 242, Miami, Florida 33130 (305) 275-1155, not later than 7 days prior to the proceeding not later than 7 days prior to the proceeding.

## **IMPORTANTE**

Usted ha sido demandado legalmente. Tiene 20 Dias, contados a partir del recibo de esta notificacion, para contestar la demanda adjunta, por escrito, y presentarla ante este tribunal. Una llamada telefonica no lo protegera. Si usted desea que el tribunal considere su defensa, debe presentar su respuesta por escrito, incluyendo el numero del case y los nombres de las partes interesadas. Si usted no contesta la demanda a tiempo, pudiese perder el case y podria ser despojado de sus ingresos y propiedades, o privado de sus derechos, sin previo aviso del tribunal. Existen otros requisitos legales. Si lo desea, puede usted consultar a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a una de las oficinas de asistencia legal que aparecen en la guia telefonica.

Si desea responder a la demanda por su cuenta, al mismo tiempo en que presenta su respuesta ante el tribunal, debera usted enviar por correo o entregar una copia de su respuesta a la personal denominada abajo como "Plaintiff/Plaintiff's Attorney" (Demandante o Abogado del Demandante).

## **IMPORTANT**

Des poursuites judiciaires ont ete entreprises contre vous. Vous avez 20 jours consecutifs a partir de la date de l'assignation de cette citation pour déposer une réponse écrite a la plainte ci-jointe aupres de ce tribunal. Un simple coup de telephone est insuffisant pour vous proteger. Vous etes obligé de déposer votre réponse écrite, avec mention du numero de dossier ci-dessus et du nom des parties nommees ici, si vous souhaitez que le tribunal entende votre cause. Si vous ne deposez pas votre réponse écrite dans le delai requis, vous risquez de perdre la cause ainsi que votre salaire, votre argent, et vos biens peuvent etre saisis par la suite, sans aucun preavis ulterieur du tribunal. Il y a d'autres obligations juridiques et vous pouvez requerir les services immediats d'un avocat. Si vous ne connaissez pas d'avocat, vous pourriez telephoner a un service de reference d'avocats ou a un bureau d'assistance juridique (figurant a l'annuaire de telephones).

Si vous choisissez de déposer vous-meme une réponse écrite, il vous faudra également, en meme temps que cette formalite, faire parvenir ou expedier une copie de votre réponse écrite au "Plaintiff/Plaintiff's Attorney" (Plaignant ou a son avoca) nomme ci-dessous.

Pan Am Diagnostic Services, Inc.  
DBA Wide Open MRI  
A/A/O Annie Pickens

PLAINTIFF,

VS.

Responsive Auto Insurance Company  
(The)  
DEFENDANT,

IN THE COUNTY COURT IN AND  
FOR Miami-Dade, FLORIDA

CASE NO.:

\_\_\_\_\_ /

### COMPLAINT

COMES NOW, Plaintiff, Pan Am Diagnostic Services, Inc. DBA Wide Open MRI a/a/o Annie Pickens (hereinafter "Plaintiff") sues the Defendant, Responsive Auto Insurance Company (The) (hereinafter "Defendant"), and in support thereof alleges the following and in support thereof alleges the following:

### GENERAL ALLEGATIONS

1. This is an action for Breach of Contract, which does exceed One Dollar (\$1.00), but does not exceed One Hundred Dollars (\$100.00), exclusive of interest, attorney's fees and costs.

2. Defendant was and remains a corporation organized and existing under the laws of the State of Florida and is otherwise sui juris.

3. Defendant was and is a corporation authorized to do business, maintains an office and agents in Miami-Dade and regularly sells automobile insurance policies to the general public in Miami-Dade. The Defendant and/or its affiliates and/or its subsidiaries which issued the policy of insurance have substantial identities of interest.

4. At all times material hereto, Plaintiff was a corporation duly licensed to perform medical services in the State of Florida.

5. On or about 12/06/2021, Annie Pickens (hereinafter "Claimant") was involved in a motor vehicle accident.

6. As a result of that motor vehicle accident, Plaintiff provided Claimant with medical services and/or treatment.

7. As a direct and proximate result of the injuries sustained by Claimant in the accident, Claimant incurred reasonable expenses for necessary medical and rehabilitative care by the Plaintiff for an Emergency Medical Condition as evidenced by the Claimant's entire medical record and treatment history. To date, Defendant refuses to pay the full amount due.

8. Defendant issued a policy of insurance to which provided personal injury protection benefits coverage required by law to comply with Florida Statutes Sections 627.730 thru 627.7405. Plaintiff does not have a copy of the policy to attach; however, Plaintiff believes that the Defendant has a copy of said policy. Upon receipt of a certified copy of the insurance policy, same is hereby attached and incorporated herein by reference.

9. The above described policy was in full force and effect on the date of the accident and provided PIP coverage for Claimant for bodily injuries sustained in said accident.

10. Plaintiff and Claimant have performed the statutorily required conditions precedent to entitle Plaintiff to recover benefits for said necessary medical, rehabilitative and remedial treatment regarding the above-described policy and statutory conditions precedent to instituting this action.

11. Claimant equitably assigned to Plaintiff and/or also executed a written assignment of benefits, assigning to Plaintiff certain benefits payable pursuant to the policy of insurance issued by Defendant.

12 Pursuant to said Assignment, Plaintiff gave notice of the covered losses and Plaintiff made demand for PIP benefits for reasonable, necessary and related medical treatment.

13. Defendant has denied coverage for, withheld or reduced the medical bill(s) that were submitted by Plaintiff for date(s) of service 01/28/2021 and/or misapplied the application of the deductible. Furthermore, Defendant was precluded from applying a deductible at all because the nonexistence of a properly executed deductible election form. A copy of the HCFA bill(s) and/or patient ledger and/or explanation of benefits/review are attached hereto and incorporated by reference. Due to the failure of Defendant to pay these PIP benefits in accordance with the law, Plaintiff has been required to retain the undersigned law firm to act on their behalf in this suit. Plaintiff has agreed to pay, and the attorneys for Plaintiff have agreed to accept, any court awarded fee.

BREACH OF CONTRACT FOR FAILURE TO PAY AMOUNTS OWED.

14. Plaintiff reavers and realleges paragraphs 1 through 13 of this complaint.

15. Despite prior demand by Plaintiff, Defendant has refused and continues to refuse to issue payment of all sums due Plaintiff, in violation of Section 627.736, Florida Statutes, and in breach of its contract with claimant.

16. Plaintiff has retained the undersigned firms to represent it in this action and has agreed to pay a reasonable fee for said services.

17. Pursuant to Section 627.428, Florida Statutes, Plaintiff is entitled to recover from Defendant reasonable attorney's fees and costs for the necessity of this action.

**WHEREFORE**, Plaintiff requests:

- a. That this Honorable Court declare that Defendant is overdue in payment of all sums due to Plaintiff;
- b. That Defendant pay all sums due to Plaintiff under Claimant's policy of Insurance with Defendant;
- c. That Defendant pay interest on all unpaid sums in accordance with Section 627.736(4), Florida Statutes;
- d. That Defendant pay Plaintiff pre-suit penalty, postage, and interest in accordance with Section 627.736(10), Florida Statutes.
- e. That the Defendant correctly apply the deductible "to 100 percent of the expenses and losses" as described in Fla. Stat. 627.736, if applicable;
- f. That the Defendants pay all sums due to Plaintiff under any medical payment's (med-pay) coverage's in accordance with the Claimant's/policy holder's policy of Insurance with Defendant;

- g. That Defendant pay Plaintiff reasonable attorney's fees and costs pursuant to Sections 627.428, Florida Statutes, and/or 627.736(5), Florida Statutes, for the necessity of this action;
- h. Any other relief this Court deems just and appropriate.

**WHEREFORE**, Plaintiff demands judgment for personal injury protection benefits together with pre-judgment interest, costs and attorneys' fees pursuant to Florida Statute 627.428 and Florida Statute sections 627.736(5) and (8) and any other relief this Court deems proper and just.

Plaintiff demands trial by jury on all issues triable as of right.

**lowercase, P.L.L.C.**  
4443 NW 2nd Ave.  
Miami, FL 33127  
Telephone (305) 257-8037  
Facsimile (833) 569-3335  
Email: [service@lowercaselaw.com](mailto:service@lowercaselaw.com)

By: /S/Rick-Vincent G. Garcia  
Rick-Vincent G. Garcia, ESQ  
Florida Bar # 0103034