



\*25-000167378\*

DELUXE CARE CORP.(ASSIGNEE OF  
RODRIGUEZ, PEDRO)

PLAINTIFF(S)

VS.

RESPONSIVE AUTO INSURANCE COMPANY  
(THE)

DEFENDANT(S)

CASE #: 2025-101945-SP-21  
COURT: 11TH JUDICIAL CIRCUIT  
COUNTY: MIAMI-DADE  
DFS-SOP #: 25-000167378

SUMMONS, COMPLAINT, DESIGNATION OF EMAIL ADDRESS, SETTLEMENT OFFER

## **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 Tuesday, July 1, 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.**

ABRAHAM OVADIA  
OVADIA LAW GROUP  
4800 N. FEDERAL HWY  
SUITE D204  
BOCA RATON, FL 33431

BL1

IN THE COUNTY COURT IN AND FOR  
MIAMI-DADE COUNTY, FLORIDA

CASE NO.: 2025-101945-SP-21

DELUXE CARE CORP.  
(assignee of Rodriguez, Pedro)

Plaintiff,

vs.

RESPONSIVE AUTO INSURANCE COMPANY (THE), **CIVIL ACTION SUMMONS**

Defendant.

\_\_\_\_\_  
THE STATE OF FLORIDA:

To Each Sheriff of the State and the Chief Financial Officer of the Florida Department of

Financial Services:


**YOU ARE COMMANDED** to serve this summons and a copy of the Complaint on  
RESPONSIVE AUTO INSURANCE COMPANY (THE),  
c/o Florida Chief Financial Officer as RA  
Service Process Section  
PO Box 6200  
Tallahassee, Florida 32314-6200.

Each defendant is required to serve written defenses to the complaint or petition on Plaintiff's Attorney- **Abraham Ovadia, Esquire, 4800 N. Federal Hwy., Suite D204, Boca Raton, FL 33431** within 20 days after service, and to file the original of the defenses with the clerk of this court either before service on plaintiff's attorney or immediately thereafter. If a defendant fails to do so, a default will be entered against that defendant for the relief demanded in the complaint or petition.

**DATED** on 6/22/2025.

Juan Fernandez-Barquin  
Clerk of Court and Comptroller

By *Maria Burge*  
12880



IN THE COUNTY COURT IN AND FOR  
MIAMI-DADE COUNTY, FLORIDA

CASE NO.: 2025-101945-SP-21

DELUXE CARE CORP.(assignee of  
Rodriguez, Pedro)

Plaintiff,

v.

RESPONSIVE AUTO INSURANCE  
COMPANY (THE) ,

Defendant.

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**COMPLAINT**

Plaintiff, by and through its undersigned counsel, sues the Defendant and alleges:

**GENERAL ALLEGATIONS**

1. This is an action for damages for Breach of Contract which does not exceed \$30,000.00, exclusive of attorney's fees and costs. **Specifically, this is for \$5,684.97 in Medical benefits.**
2. At all times material, the Defendant is a corporation licensed to do business in the State of Florida and engaged in business which includes the handling and adjusting of insurance claims.
3. On or about 08/17/2024, Rodriguez, Pedro (hereinafter "Claimant") was injured in a motor vehicle accident and, thereafter, submitted a claim for Personal Injury Protection benefits to the Defendant.
4. The policy / claim number is C0000026731.
5. The motor vehicle accident occurred in a location covered by the policy of insurance issued by Defendant to Rodriguez, Pedro (hereinafter "Insured").
6. At the time of the accident, the policy of insurance was in full force and effect.
7. Claimant made a claim under Defendant's policy of insurance with Insured.

8. Plaintiff is not in possession of said policy of insurance but Defendant has a full and complete copy of the policy.

9. Plaintiff provided medical services and/or medical equipment to Claimant for treatment of injuries sustained in the above-mentioned accident; all of the services and/or equipment were reasonable, related, and medically necessary.

10. Claimant equitably assigned to Plaintiff the right to collect medical benefits from the Defendant pursuant to the above mentioned policy of insurance.

11. Claimant 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 the Assignment, Plaintiff submitted to Defendant bills for reasonable, related, and medically necessary treatment of Claimant totaling \$10,232.52 for dates of service 08/26/2024 to 11/07/2024. Defendant failed to properly pay Plaintiff's bills. As of the filing of this complaint, only \$1,701.05 was paid to Plaintiff.

13. Plaintiff mailed a demand letter to Defendant in accordance with F.S. § 627.736(10) and Defendant failed to properly pay in response to the demand letter.

14. Plaintiff has performed all conditions precedent, including compliance with Section 627.736(10), Florida Statutes, or the conditions have occurred or been waived.

**COUNT I:**  
**BREACH OF CONTRACT FOR FAILURE TO PAY AMOUNTS OWED**

15. This is a count for breach of contract.

16. Plaintiff re-alleges and reaffirms Paragraphs above as previously stated herein.

17. Despite prior demand by Plaintiff, Defendant has refused and continues to refuse to issue payment of all sums due Plaintiff in violation of Florida Statute § 627.736 and in breach of its contract with Claimant.

18. Defendant owes Plaintiff specifically \$5,684.97 for reasonable, related and medically necessary services rendered by Plaintiff to Claimant on dates of service 08/26/2024 to 11/07/2024.

19. Pursuant to Florida Statute § 627.736(10), Defendant also owes Plaintiff statutory interest on all unpaid sums owed for services rendered by Plaintiff to Claimant.

20. Plaintiff has suffered monetary damages from this breach, or in the alternative, nominal damages, if monetary damages are not quantifiable, the amount of which does not exceed the jurisdictional limit of this court.

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

22. Pursuant to Florida Statute § 627.428 and/or 627.736(8), Florida Statutes, Plaintiff is entitled to recover from Defendant reasonable attorney's fees and costs for the necessity of this action.

**WHEREFORE**, Plaintiff demands:

a. That the 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 Florida Statutes § 627.736(4)(d);

d. That Defendant pay Plaintiff reasonable attorney's fees and costs pursuant to Florida Statutes § 627.428 and/or 627.736(8) for the necessity of this action;

e. Any other relief this Court deems just and appropriate.

**DEMAND FOR JURY TRIAL**

Plaintiff hereby demands trial by jury of all issues so triable as a matter of right.

Dated this Thursday, June 12, 2025.

Respectfully Submitted,  
Ovadia Law Group, P.A.  
4800 N Federal Hwy, Suite D204  
Boca Raton, FL 33431  
(T) 800.674.9396

/s/ Ryan Treulieb

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RYAN TREULIEB, ESQ.  
Florida Bar No. 120152 For  
CHRIS KASPER, ESQ.  
Florida Bar No. 66382

Service Address:  
Service@wesetthestandards.com





**DELUXE CARE**  
9710 E Indigo St Unit 202  
Palmetto Bay FL 33157  
Phone: 305 850 4486  
Fax: 786-309-9091  
Email : deluxecaretherapy@gmail.com

## ASSIGNMENT OF INSURANCE BENEFITS, RELEASE, & DEMAND

Insurer and Patient Please Read the Following in its Entirety

- I, the undersigned patient/insured knowingly, voluntarily and intentionally assign the rights and benefits of my automobile Insurance, also known as Personal Injury Protection (P.I.P.), and Medical Payments policy of insurance to the above health care provider. I understand it is the intention of the provider to accept this assignment of benefits in lieu of demanding payment at the time services are rendered and that this document will allow the provider to file suit against an insurance company for payment of the insurance benefits. This assignment of benefits includes overdue interest payments and any potential claim for common law or statutory bad faith. If the insurer disputes the validity of this assignment of benefits then the insurer is instructed to notify the provider in writing within five (5) days of receipt of this document. Failure to inform the provider shall result in a waiver by the insurer to contest the validity of this document. The undersigned directs the insurer to pay the health care provider directly without including the patient's name on the check.
- The insurer is directed by the provider and the undersigned to not issue any checks or drafts in partial settlement of a claim that contain or are accompanied by language releasing the insurer or its insured/patient from liability unless there has been a prior written settlement agreed to by the health provider and the insurer as to the amount payable under the insurance policy or contract. The provider hereby objects to any reductions or partial payments. Any partial or reduced payment, regardless of the accompanying language, issued by the insurer and deposited by the provider shall be done so under protest, at the risk of the insurer, and the deposit shall not be deemed a waiver, accord, satisfaction, discharge, settlement or agreement by the provider to accept a reduced amount as payment in full. The insurer is hereby placed on notice that this provider reserves the right to seek the full amount of the bills submitted.
- In the event the subject medical benefits are disputed by the insurer for any reason the undersigned hereby instructs the insurer to set aside any amount disputed (i.e., to escrow the money) and not pay the disputed amount to anyone, including myself, or any entity until the dispute is resolved. The insurer is instructed to immediately explain in writing to the above provider of any dispute. If the insurer schedules a defense examination or examination under oath (herein after "EUO") the insurer is hereby INSTRUCTED to send a copy of said notification to this provider. The provider or the provider's attorney is expressly authorized to appear at any EUO or IME set by the insurer. The health care provider is not the agent of the insurer or the patient for any purpose.
- This assignment applies to both past and future medical expenses and is valid even if undated. A photocopy of this assignment is to be considered as valid as the original.
- I agree to pay any applicable deductible, co-payments, for services rendered after the policy of insurance exhausts, and for any other services unrelated to the automobile accident.
- The health care provider is given the power of attorney to endorse my name on any check for services rendered by the above provider and to request any statements or examinations under oath the patient provided to any insurer.  
Release of information: I hereby authorize this provider to: furnish an insurer, an insurer's intermediary, the patient's other medical providers, and the patient's attorney via mail, fax, or email, with any and all information that may be contained in the medical records; to obtain insurance coverage information in writing (declaration sheet) and telephonically from the insurer; request from the insurer all EOBs for all providers and non-redacted PIP payout sheets; obtain any statements the patient provided to the insurer, obtain copies of all medical records, including but not limited to, documents, reports, scans, notes, bills, opinions, X-rays, IMEs, and MRIs, from any other medical provider or any insurer. The insurer is directed to keep the patient's medical records from this provider private and confidential and the insurer is not authorized to provide these medical records to anyone without the patient's and the provider's prior express written permission. The provider is permitted to produce my medical records to its attorney in connection with any pending lawsuits.
- Demand: Demand is hereby made for the insurer to pay all bills within 30 days without reductions and to mail the latest non-redacted PIP payout sheet and the insurance coverage declaration sheet to the above provider within 15 days. Certification: I certify that: I have read and agree to the above; I have not been solicited or promised anything in exchange for receiving health care; I have not received any promises or guarantees from anyone as to the results that may be obtained by any treatment or service; I agree the provider's prices for medical services, treatment and supplies are reasonable and customary.  
Caution: Please read before signing. If you do not completely understand this document please ask us to explain it to you. If you sign below we will assume you understand and agree to the above.

Patient's Name: **Pedro Antonio Rodriguez**

Date: **08/26/2024**

Signature: \_\_\_\_\_

Parent/Guardian Name: \_\_\_\_\_

(If Patient is a Minor, Signature of Parent/Guardian)



**DELUXE CARE**

9710 E Indigo St Unit 202 Palmetto

Bay FL 33157

Phone: 305 850 4486

Fax: 786-309-9091

Email :deluxecaretherapy@gmail.com

**ATTENTION TO ALL PATIENTS**PATIENT NAME: Pedro Antonio RodriguezDATE: 08/26/2024

UNDER FLORIDA LAW, PHYSICIANS ARE GENERALLY REQUIRED TO CARRY MEDICAL MALPRACTICE INSURANCE OR OTHERWISE DEMONSTRATE FINANCIAL RESPONSIBILITY TO COVER POTENTIAL CLAIMS FOR MEDICAL MALPRACTICE.

YOUR DOCTOR HAS DECIDED NOT TO CARRY MEDICAL MALPRACTICE INSURANCE THIS IS PERMITTED UNDER FLORIDA LAW SUBJECT TO CERTAIN CONDITIONS FLORIDA LAW IMPOSES PENALTIES AGAINST NON INSURED PHYSICIANS WHO FAIL TO SATISFY ADVERSE JUDGEMENT ARISING FROM CLAIMS OF MEDICAL MALPRACTICE THIS NOTICE IS PROVIDED PURSUANT TO FLORIDA LAW.

YOUR DOCTOR: Joshua Rodriguez

I HAVE READ AND UNDERSTAND THIS STATEMENT FULLY.

PATIENT SIGNATURE: \_\_\_\_\_

DATE: 08/26/2024



# OVADIA LAW GROUP, P.A.

4800 N Federal Hwy., Suite D204  
Boca Raton, FL 33431

(Tel) 800.674.9396

June 12, 2025

## **CORPORATE REPRESENTATIVE DEPOSITION REQUESTED**

Derek Antelo  
Responsive Auto Insurance Company (The)  
8151 Peters Road Suite 1000  
Plantation, FL 33324

**Re:** Corporate Representative Deposition Letter

<b>In Re:</b>	Deluxe Care Corp. v. Responsive Auto Insurance Company (The)
<b>Claimant:</b>	Rodriguez, Pedro
<b>Date of Loss:</b>	08/17/2024
<b>Claim Number:</b>	C0000026731
<b>OLG File Number:</b>	PL339502

To whom it may concern:

This is an attempt to schedule the deposition of the following person(s):

1. Corporate representative with knowledge of the claim in this case;
2. Corporate representative with knowledge regarding the affirmative defenses that were raised by Defendant

Please provide our office with the first available date you have open, to be held within 45 days of today's date. We will clear our calendar to make ourselves available for this deposition. We expect it will last 1-2 hours.

**Please respond within 5 days of the date this letter by contacting Jeanine (Jeanine@wesetthestandards.com) at my office. Otherwise you leave me no choice but to set the deposition unilaterally.**

Sincerely,

Ryan Treulieb, Esq. for

Chris Kasper, Esq.

IN THE COUNTY COURT IN AND FOR  
MIAMI-DADE COUNTY, FLORIDA

CASE NO.: 2025-101945-SP-21

DELUXE CARE CORP.(assignee of  
Rodriguez, Pedro)

Plaintiff,

v.

RESPONSIVE AUTO INSURANCE  
COMPANY (THE),

Defendant.

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**NOTICE OF DESIGNATION OF EMAIL ADDRESS FOR SERVICE**

I, Chris Kasper, Esq. of Ovadia Law Group, P.A. hereby file this Notice of Designation of email address for service as counsel on behalf of the Plaintiff and request that service of all documents in the above styled cause of action be sent to said attorney **via E-Mail at service@wesetthestandards.com.**

**CERTIFICATE OF SERVICE**

**I HEREBY CERTIFY** that a true and correct copy of the foregoing has been furnished via U.S. Mail to: Responsive Auto Insurance Company (The), 8151 Peters Road, Suite 1000, Plantation, FL, 33324 on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Respectfully Submitted,  
Ovadia Law Group, P.A.  
4800 N Federal Hwy, Suite D204  
Boca Raton, FL 33431  
(T) 800.674.9396

/s/ Ryan Treulieb  
RYAN TREULIEB, ESQ.  
Florida Bar No. 120152 For  
CHRIS KASPER, ESQ.  
Florida Bar No. 66382

Service Address:  
Service@wesetthestandards.com

# OVADIA LAW GROUP, P.A.

4800 N Federal Hwy., Suite D204  
Boca Raton, FL 33431

(Tel) 800.674.9396

June 12, 2025

## **CONFIDENTIAL SETTLEMENT OFFER** **(LAWSUIT ALREADY FILED)**

Derek Antelo  
Responsive Auto Insurance Company (The)  
8151 Peters Road Suite 1000  
Plantation, FL 33324

<b>In Re:</b>	Deluxe Care Corp. v. Responsive Auto Insurance Company (The)
<b>Claimant:</b>	Rodriguez, Pedro
<b>Date of Loss:</b>	08/17/2024
<b>Claim Number:</b>	C0000026731
<b>OLG File Number:</b>	PL339502

To whom it may concern;

**This is an attempt to settle this case.** In an effort to resolve this case promptly and conserve judicial time and resources, we are offering a settlement of:

- (1) \$5,684.97 as full and final payment for medical benefits (interest waived) payable to Deluxe Care Corp. **and mailed to this law firm;**
- (2) \$4,400.00 in attorney's fees (cost of filing fee included) payable to OVADIA LAW GROUP **and mailed to this law firm** (Tax identification number is 82-0978722);

My office arrived at **\$5,684.97** as being owed by using the following math:

Amount Billed:	\$10,232.52
Deductible Applied:	\$1,000.00
at 80%:	\$7,386.02
Amount Previously Paid:	\$1,701.05
Amount Owed:	<b>\$5,684.97</b>
Date of Service from	08/26/2024
Date of Service to	11/07/2024

A review of this file indicates that money is owed. Please be advised that the lawsuit was filed because of the following reason(s):

- ☐ A. Fee schedule applied to bills contrary to insurer's policy
- ☐ B. IME cutoff
- ☐ C. Peer Review
- ☐ D. Improperly exhausted benefits
- ☒ E. Other – **Peer Review Cutoff**

If you wish to accept this settlement offer, please contact attorney **Chris Kasper at 800.674.9396 or at [Kasper@wesetthestandards.com](mailto:Kasper@wesetthestandards.com)**. Offers for less than the full amount requested above will not be accepted. **This offer expires at 5:00 PM the day after the scheduled pre-trial hearing.**

If you believe that our office incorrectly calculated the amount of money owed, failed to apply a deductible, or is seeking benefits in excess of the policy limits then please feel free to call our office to discuss.

Sincerely,

Ryan Treulieb, Esq. for

Chris Kasper, Esq.