



\*25-000165691\*

ADVANCED MEDICAL TREATMENT CENTER,  
INC. (ASSIGNEE OF CASTILLO, CARLOS)

PLAINTIFF(S)

VS.

RESPONSIVE AUTO INSURANCE COMPANY  
(THE)

DEFENDANT(S)

**CASE #:** 2025-104376-SP-21  
**COURT:** 11TH JUDICIAL CIRCUIT  
**COUNTY:** MIAMI-DADE  
**DFS-SOP #:** 25-000165691

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

CC1

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

CASE NO.: 2025-104376-SP-21

ADVANCED MEDICAL TREATMENT CENTER, INC.  
(assignee of Castillo, Carlos)

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 6/24/2025.



Juan Fernandez-Barquin  
Clerk of Court and Comptroller

By:  219720

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

CASE NO.: 2025-104376-SP-21

ADVANCED MEDICAL TREATMENT  
CENTER, INC. (assignee of Castillo,  
Carlos)

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 \$284.94 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 06/10/2023, Castillo, Carlos (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 C0000020902.
5. The motor vehicle accident occurred in a location covered by the policy of insurance issued by Defendant to Castillo, Carlos (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 \$850.00 for dates of service 08/17/2023 to 08/17/2023. Defendant failed to properly pay Plaintiff's bills. As of the filing of this complaint, only \$0.00 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 \$284.94 for reasonable, related and medically necessary services rendered by Plaintiff to Claimant on dates of service 08/17/2023 to 08/17/2023.

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 Wednesday, June 18, 2025.

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

/s/ Abraham Ovadia FBN 70189 for  
CHRIS KASPER, ESQ.  
Florida Bar No. 66382

Service Address:  
service@wesetthestandards.com





**ASSIGNMENT OF BENEFITS, AUTHORIZATION TO SETTLE CLAIM AND DIRECTION TO PAY  
MEDICAL PROVIDER DIRECTLY**

Patient: \_\_\_\_\_  
Insurer: \_\_\_\_\_  
Claim #: \_\_\_\_\_

By my signature below, for good and valuable consideration (including, but not limited to the extension of credit to me), I hereby assign, transfer and convey to: **Advanced Medical Treatment Center.**

All of my rights, title, and interest in and to medical expense reimbursement in whatever form, including but not limited to any automobile liability medical expense payment or other health benefits indemnification and/or agreement otherwise payable to me. This payment should not exceed my indebtedness to the above named assignee and I acknowledge that I will timely pay any indebtedness owed by me to the assignee that is otherwise satisfied by the above-mentioned assigned proceeds.

I further authorize the provider to negotiate, collect, and settle any claim with any insurance carrier or other third party payer with regard to these services, which authorization shall include authority to:

1. Request and receive from any insurer or any other party any and all documentation and records that I am empowered to request regarding this claim, including without limitation, a statement of coverage, policy declaration page, insurance policy pursuant to section 627, 4137., Independent Medical Examination Reports, Records Review Reports, Explanation of Benefits, and Benefit Payment Sheets or Logs (P.I.P. Payout Sheets). In addition, the provider has the authority to request and receive any independent medical examination report, notice sent to me regarding appointments for independent medical examination and examination under oath (including proof of mail), record review reports, coverage denial letters, explanation of benefits, and benefit payment sheets or logs (P.I.P. payout sheets) without regard as to whether such documentation has already been provided to me and;
2. To endorse in my name any check issued for payment where benefits were assigned. By way of this assignment and notice, I further instruct you, the insured, to furnish to provider copies of all future notices affecting provider's interest in this claim, including, without limitation, any notices of requested medical examination or statements.

The provider hereby objects to any reductions or partial payments. Any partial or reduced payment, regardless of the accompanying language, issued by the insured and deposited by the provider shall be done so under protest, at the risk of the insured 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.

I further direct the insurer that, in the event that the subject medical benefits are disputed for any reason, including medical reasonableness or necessity, the amount of benefits claimed by the Provider is to be set aside and not disbursed until the dispute is resolved. If there is any dispute as to payment of benefits, I further direct the insurer to immediately notify the Provider of such dispute so that the Provider may exercise their legal rights.

I further direct my insurer to direct all payments for services rendered by the Provider to:

**Advanced Medical Treatment Center**

7000 SW 62 AVE (SUITE 100)  
South Miami, FL 33143

THIS IS A DIRECT AND IRREVOCABLE ASSIGNMENT OF MY RIGHTS AND BENEFITS UNDER MY  
POLICY OF INSURANCE

**A photocopy of this form shall be considered as effective and valid as the original.**

I have read the foregoing and understand and agree to each of the above provisions:

\_\_\_\_\_

Patient's Name

\_\_\_\_\_

Patient's Signature

**OVADIA LAW GROUP, P.A.**  
4800 N Federal Hwy., Suite D204  
Boca Raton, FL 33431

(Tel) 800.674.9396

June 18, 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>	Advanced Medical Treatment Center, Inc. v. Responsive Auto Insurance Company (The)
<b>Claimant:</b>	Castillo, Carlos
<b>Date of Loss:</b>	06/10/2023
<b>Claim Number:</b>	C0000020902
<b>OLG File Number:</b>	PL336612

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,

Abraham Ovadia, Esq. for

Chris Kasper, Esq.



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

CASE NO.: 2025-104376-SP-21

ADVANCED MEDICAL TREATMENT  
CENTER, INC. (assignee of Castillo,  
Carlos)

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](mailto: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/ Abraham Ovadia FBN 70189 for  
CHRIS KASPER, ESQ.  
Florida Bar No. 66382

Service Address:  
[service@wesetthestandards.com](mailto:service@wesetthestandards.com)

**OVADIA LAW GROUP, P.A.**  
4800 N Federal Hwy., Suite D204  
Boca Raton, FL 33431

(Tel) 800.674.9396

June 18, 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>	Advanced Medical Treatment Center, Inc. v. Responsive Auto Insurance Company (The)
<b>Claimant:</b>	Castillo, Carlos
<b>Date of Loss:</b>	06/10/2023
<b>Claim Number:</b>	C0000020902
<b>OLG File Number:</b>	PL336612

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) \$284.94 as full and final payment for medical benefits (interest waived) payable to Advanced Medical Treatment Center, Inc. **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 **\$284.94** as being owed by using the following math:

Amount Billed:	\$850.00
Deductible Applied:	\$0.00
at 80%:	\$680.00
Amount Previously Paid:	\$0.00
Amount Owed:	<b>\$284.94</b>
Date of Service from	08/17/2023
Date of Service to	08/17/2023

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 – **Mailing Issue**

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,

Abraham Ovadia, Esq. for

Chris Kasper, Esq.