



25-000163718

PREMIER WELLNESS MEDICAL CENTER INC
A/A/O MARTINEZ RODRIGUEZ CARMEN DELIA

PLAINTIFF(S)

CASE #: 2025-096924-CC-25
COURT: COUNTY COURT
COUNTY: MIAMI-DADE
DFS-SOP #: 25-000163718

VS.

RESPONSIVE AUTO INSURANCE COMPANY
(THE)

DEFENDANT(S)

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 Wednesday, June 25, 2025 and a copy was forwarded by ELECTRONIC DELIVERY on Thursday, June 26, 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.**

BRION ROSS
MANAGING PARTNER
BRION ROSS LAW GROUP, LLC
1 EAST BROWARD BOULEVARD, SUITE 700
FORT LAUDERDALE, FL 33301

TG1

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

PREMIER WELLNESS MEDICAL CENTER
INC
a/a/o MARTINEZ RODRIGUEZ CARMEN
DELIA

CASE NO. 2025-096924-CC-25

Plaintiff,

vs.

THE RESPONSIVE AUTO INSURANCE
COMPANY

Defendant.

_____ /

PLAINTIFF'S SUMMONS

THE STATE OF FLORIDA:

YOU ARE HEREBY COMMANDED to serve this Summons and a copy of the Complaint, in this action on Defendant:

By serving: THE RESPONSIVE AUTO INSURANCE COMPANY
Department of Financial Services
Office of Insurance Regulation
200 East Gaines St.
Tallahassee, Florida 32399

Each Defendant is required to serve written defenses to the complaint or petition on Plaintiff's attorney, to-wit:

whose address is: BRION M. ROSS, ESQ.
BRION ROSS LAW GROUP, LLC.
1 EAST BROWARD BLVD, SUITE 700
FT. LAUDERDALE, FL 33305
SERVICE1@BRIONROSSLAWGROUP.COM

within twenty (20) days after service of this Summons on that Defendant, exclusive of the day of 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.

6/17/2025
DATED on ___, 2025.

JUAN FERNANDEZ-BARQUIN
as Clerk of said Court,

by: _____



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

CASE NO.

BAR NO.55040

PREMIER WELLNESS MEDICAL CENTER, INC.
a/a/o MARTINEZ RODRIGUEZ, CARMEN DELIA

Plaintiff(s)

vs.

THE RESPONSIVE AUTO INSURANCE COMPANY

Defendant(s).

COMPLAINT

Plaintiff, PREMIER WELLNESS MEDICAL CENTER, INC. a/a/o MARTINEZ RODRIGUEZ, CARMEN DELIA (hereinafter "Plaintiff"), sues the Defendant, THE RESPONSIVE AUTO INSURANCE COMPANY, (hereinafter "Defendant"), and alleges:

GENERAL ALLEGATIONS

1. This is an action at law for damages in the amount of \$ 10,000.00, exclusive of interest, attorney's fees and costs. Accordingly, this Court has subject matter jurisdiction.

2. The Plaintiff is a Florida corporation that provides medical services in Florida to individuals who have sustained personal injuries in motor vehicle collisions, and who have assigned to the Plaintiff their personal injury protection ("PIP") and Medical Payments ("MedPay") benefits under automobile insurance policies issued by Defendant. See **"EXHIBIT A."**

3. The Defendant is a foreign corporation doing business under the laws of the State of Florida, and at all material times hereto, sold automobile insurance, including PIP and/or

MedPay coverage, subject to Sections 627.730 through 627.7405, Florida Statutes ("Florida's Motor Vehicle No-Fault Law" or the "PIP Statutes").

4. In addition to the written assignment, the patient also equitably assigned all benefits under the policy to Plaintiff.

5. That at all times material hereto, the Defendant was a corporation duly licensed to transact business in the State of Florida and maintained agents and/or offices throughout the State of Florida, including but not limited to Broward, Miami-Dade and Palm Beach County, to transact its insurance business. Accordingly, venue is appropriate in either of the counties in which the Defendant maintains offices and agents and where its insured's own and operate motor vehicles.

6. Defendant issued a policy of insurance to the Insured, which insured to the benefit of the patient, 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. The presumed correct claim number is C00000013704.

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

8. The basic terms of the contract/policy are that in exchange for premiums paid, Defendant is and was obligated to pay 80% of Patient's reasonable medical bills – up to \$10,000.00 or \$15,000.00 if the patient had med-pay coverage – for medically necessary treatment (including diagnostics) that are related to the accident.

9. In addition, Defendant provided a Policy of Insurance that required it to make payment in Florida for the services rendered by Plaintiff in this action. The breach of contract

occurred in Florida, where payment pursuant to the terms of Plaintiff's assignment and CMS-1500 forms were due.

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. In the alternative, all conditions precedent to the maintenance of this action have been waived.

11. On 11/02/2021 the claimant, MARTINEZ RODRIGUEZ, CARMEN DELIA was involved in a motor vehicle accident.

12. At all times material hereto, Plaintiff was a medical facility duly licensed to transact business in the State of Florida.

13. As a result of the 11/02/2021 accident, the claimant, MARTINEZ RODRIGUEZ, CARMEN DELIA sustained injuries.

14. MARTINEZ RODRIGUEZ, CARMEN DELIA sought medical services and care from the Plaintiff for the injuries sustained in the accident.

15. Defendant has paid a reduced amount of the medical bills that were submitted by Plaintiff for date(s) of service 11/03/2021 - 12/23/2021.

16. The Plaintiff provided the insured with medical services for the injuries sustained in an automobile accident which occurred on 11/02/2021.

17. The patient initiated the claim process by notifying Defendant of the accident.

18. Defendant acknowledged receipt of the claim.

19. Defendant does not dispute the existence of PIP coverage in this claim.

20. Plaintiff timely submitted bills to Defendant for the medical services rendered to

the insured patient.

21. Pursuant to Florida Statute §627.736, Defendant had 30 days from its receipt of each bill to make a determination that the Plaintiff's services were related to the accident and medically necessary, and that Plaintiff's charges were reasonable.

22. Defendant made payment to Plaintiff in response to each bill submitted, albeit in amounts less than 80% of the billed charges.

23. At no time did Defendant assert that Plaintiff's medical bills were untimely or otherwise defective in form or content.

24. In each instance, along with the payment, Defendant sent Plaintiff an Explanation of Review (EOR).

25. At no time during the claim process did Defendant assert in an EOR (or elsewhere) that the subject medical services were not related to the accident.

26. At no time during the claim process did Defendant assert in an EOR (or elsewhere) that the subject medical services were not medically necessary.

27. At no time during the claim process did Defendant assert in an EOR (or elsewhere) that Plaintiff's charges for subject medical services were not reasonable.

28. Although not the issue in a PIP case, Defendant only asserted that it paid a reasonable amount and did not address or determine (upon information and belief) that Plaintiff's charges were unreasonable.

29. At no time during the claim process did Defendant transmit any information for Plaintiff to consider regarding whether the medical services were medically necessary, related to the accident or reasonably priced.

30. Consistent with Defendant's determination during the 30-day period following its

receipt of each medical bill, Plaintiff's medical services were related to the accident.

31. Consistent with Defendant's determination during the 30-day period following its receipt of each medical bill, Plaintiff's medical services were medically necessary.

32. Prior to the institution of this lawsuit, Plaintiff sent Defendant a pre-suit demand letter seeking payment for the bills at issue, plus interest, statutory penalty and reimbursement of postage charges.

33. Plaintiff's pre-suit demand was and is compliant with Florida law in all respects.

34. Defendant owes Plaintiff unpaid sums under the contract of insurance for services rendered by Plaintiff to Claimant on date(s) of service 11/03/2021 - 12/23/2021. Plaintiff seeks reimbursement of 80% of the billed reasonable charges submitted to the Defendant for services rendered to MARTINEZ RODRIGUEZ, CARMEN DELIA.

35. Plaintiff Defendant was required to pay, and Plaintiff expected to receive 80% of the billed reasonable charges for the services rendered.

36. Defendant responded in writing to Plaintiff's pre-suit demand and stated that it paid a reasonable amount; and refused to pay any more.

37. As a direct and proximate result of the injuries sustained by the Claimant in the accident of 11/02/2021, the Claimant incurred reasonable expenses for necessary medical and rehabilitative care by the Plaintiff which to date, the Defendant refuses to pay pursuant to the contract of insurance and Florida Statute.

38. The Plaintiff gave notice of the covered loss, and the Plaintiff made demand for PIP benefits for reasonable, necessary and related medical treatment pursuant to an assignment of benefits. Due to the failure of the Defendant to pay these PIP benefits in accordance with the law, the Plaintiff has been required to retain Brion Ross Law Group, LLC. to act on their behalf

in this suit. The Plaintiff has agreed to pay, and the attorneys for the Plaintiff have agreed to accept, any court awarded fee.

COUNT I
(Breach of Contract)

39. Plaintiff repeats and realleges each and every allegation contained in Paragraphs “1” through “39” above with the same force and effect as if set forth more fully herein.

40. Defendant denied full payment for medically necessary treatment for medical chiropractic, and/or rehabilitative care and/or diagnostic services provided to Claimant by Plaintiff. Defendant did not make full payment of Claimant’s PIP benefits for the following expenses provided by Plaintiff within (30) days as required by Florida Statutes 627.736.

41. Defendant has failed to pay Plaintiff for Claimant’s covered losses, even though the Defendant has no reasonable proof to establish that it is not responsible for the payment.

42. Further, Defendant has failed to pay to Plaintiff applicable statutory interest, penalty and postage due to Plaintiff pursuant to Florida Statutes 627.736(10).

43. As a direct and proximate result of Defendant’s breach, Plaintiff suffered damages as per the bills at issue, exclusive of interest, costs and attorneys’ fees.

44. Defendant’s breach forced Plaintiff to retain the Brion Ross Law Group, LLC. to prosecute this civil action. Rather than receiving direct payment from Plaintiff for the legal services rendered and costs advanced, the firm agreed to accept court-awarded attorneys’ fees and costs.

CONCLUSION

WHEREFORE, the Plaintiff respectfully requests this Honorable Court to award the following relief against Defendant:

- a. Issue a judgment for damages against Defendant and in favor of the Plaintiff, requiring full payment for medical services and treatments in the amount required by Section 627.736(1)(a), and/or (5)(a)(1) and/or (5)(a)(2), Florida Statutes (2007-2009), together with prejudgment interest thereon, and all interest on any past benefits not timely paid;
- b. Issue a judgment for the principal amount of personal injury protection benefits, which constitutes Plaintiff's expectancy damages;
- c. Require Defendant to pay the Plaintiff's reasonable attorneys' fees and costs pursuant to Florida Statute Section 627.428 and F.S. §627.736(5) and (8), for the necessity of this action;
- d. Issue a judgment for nominal damages flowing from the breach described herein;
- e. Issue a judgment for pre-judgment interest; taxable costs pursuant to Fla. Stat. §§ 57.041 and 92.231; reasonable attorneys' fees pursuant to Fla. Stat. §§ 627.428 and 627.736(8); reasonable legal assistant and paraprofessional fees pursuant to Fla. Stat. § 57.104; and, such other and further relief as this Honorable Court deems just and proper.

Dated this 4th day of June, 2025.

DEMAND FOR JURY TRIAL

Plaintiff demands trial by jury on all issues so triable.

[THIS SPACE HAS BEEN INTENTIONALLY LEFT BLANK.]

Respectfully submitted,

BRION ROSS LAW GROUP, LLC

1 East Broward Blvd., Suite 700

Fort Lauderdale, FL 33301

(954) 334-1490 Phone

(954) 815-0642 Cell

(954) 573-6491 Fax

E-Service Pleadings:

Service1@brionrosslawgroup.com

Scheduling Requests:

Scheduling@brionrosslawgroup.com

Attorneys for Plaintiff

/s/ Brion Ross

Brion Ross, Esquire

Florida Bar No. 55040

Exhibit 1

IRREVOCABLE ASSIGNMENT OF BENEFITS – POLICY RIGHTS

CARMEN D. MARTINEZ RODRIGUEZ

PATIENT'S NAME (First Name, Middle Initial, Last Name)

The undersigned patient hereby irrevocably assigns the benefits of insurance under automobile insurance or other insurance with **THE RESPONSIVE AUTO INSURANCE** or any other collateral source for services rendered to the undersigned patient and covered Personal Injury Protection (P. I. P.) coverage under _____ in accordance with Florida Statute S627.736(S). The undersigned agrees to pay any applicable deductible or co-payment not covered by the P. I. P. or other insurance coverage. I understand that any person who knowingly and with intent to injure, defraud, or deceive any insurance company files a statement containing any false, incomplete or misleading information is guilty of a felony of the third degree. I have read the information herein, and it is accurate to the best of my knowledge and belief.

This assignment includes but not limited to all rights to collect benefits directly from insurance company for services that the patient has received and all rights to proceed against the patient's insurance company in any action including legal suit. If for any reason the patient's insurance company fails to make payments of benefits, patient will be responsible. This assignment also includes any right to recover attorney's fees and costs for such action brought by the provider as patient's assignee.

I agree that **PREMIER WELLNESS MEDICAL CENTER, INC.** may select any attorney that he/she/it wishes and understands that the attorney selected by **PREMIER WELLNESS MEDICAL CENTER, INC.** may be different than the attorney handling my personal injury protection/bodily injury claim or case.

CARMEN D. MARTINEZ RODRIGUEZ

11/03/2021

PATIENT'S NAME (First Name, Middle Initial, Last Name)

DATE

PATIENT'S SIGNATURE

PROVIDER

The undersigned hereby accepts assignment of the insurance benefits for the services rendered from **CARMEN D. MARTINEZ RODRIGUEZ** and to be paid directly to **PREMIER WELLNESS MEDICAL CENTER, INC.** under Personal Injury Protection (P. I. P.) or other insurance coverage **THE RESPONSIVE AUTO INSURANCE** with and in accordance with Florida Statute S627.736 (S). I understand that any insurance company filing a statement containing any false, incomplete or misleading information is guilty of a felony of the third degree. I have read the information herein and it is true to the best of my knowledge and belief.

YIZAR ZEITUN ANTEZANA

LEYDA DIAZ ANDRADE, APRN LIC# 11002048

WITNESS PRINTED NAME (First Name, Middle Initial, Last Name)

AUTHORIZED REPRESENTATIVE PRINTED NAME (First Name, Middle Initial, Last Name)

WITNESS SIGNATURE

AUTHORIZED REPRESENTATIVE SIGNATURE