



\*25-000177007\*

VILA FORTUNY SALOU MEDICAL CENTER INC  
A/A/O AURORA ROJAS

PLAINTIFF(S)

CASE #: 2025-112496-SP-23  
COURT: COUNTY COURT  
COUNTY: MIAMI-DADE  
DFS-SOP #: 25-000177007

VS.

RESPONSIVE AUTO INSURANCE COMPANY  
(THE)

DEFENDANT(S)

\_\_\_\_\_  
SUMMONS, COMPLAINT, DISCOVERY, NOA DOE, INITIAL DISCLOSURE

## **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 Thursday, July 17, 2025 and a copy was forwarded by ELECTRONIC DELIVERY on Friday, July 18, 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.**

JEREMY PHILLIP DOVER  
PARTNER  
DEMESMIN AND DOVER PLLC  
1650 SE 17TH STREET  
SUITE 100  
FORT LAUDERDALE, FL 33316

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VILA FORTUNY SALOU MEDICAL CENTER  
INC  
A/A/O AURORA ROJAS,

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

CASE NO. 2025-112496-SP-23

Provider,

vs.

RESPONSIVE AUTO INSURANCE COMPANY  
(THE)

Insurer.

THE STATE OF FLORIDA:

YOU ARE HEREBY COMMANDED to serve this summons and a copy of the complaint or petition  
in this action on defendant:

**By serving: Florida Chief Financial Officer  
200 East Gaines Street  
Service of Process Section  
Tallahassee, Florida 32399-4201**

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

**Jeremy Dover, Esquire  
Demesmin & Dover, PLLC.  
1650 S.E. 17<sup>th</sup> Street, Suite 100  
Ft. Lauderdale, FL. 33316  
Tel (866) 954-6673  
Fax (954) 323-8742**

[Pip-pleadings@attorneysoftheinjured.com](mailto:Pip-pleadings@attorneysoftheinjured.com)

within 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, North Dade Justice Center, 15555  
Biscayne Blvd, North Miami Beach, Florida 33160 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 7/8/2025.

Juan Fernandez-Barquin  
as Clerk of Court and Comptroller

By:  **t0310103**  
As Deputy Clerk





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

CASE NO.

VILA FORTUNY SALOU MEDICAL  
CENTER INC  
A/A/O AURORA ROJAS,

Plaintiff,

vs.

RESPONSIVE AUTO INSURANCE  
COMPANY (THE)

Defendant.

\_\_\_\_\_ /

**COMPLAINT**

The Plaintiff, VILA FORTUNY SALOU MEDICAL CENTER INC a/a/o AURORA ROJAS, (hereinafter "Plaintiffa") sues the Defendant, RESPONSIVE AUTO INSURANCE COMPANY (THE) (hereinafter "Defendant"), and in support thereof alleges the following:

**GENERAL ALLEGATIONS**

1. This is an action for Breach of Contract for damages in excess of \$5,000.01 but not exceeding \$8,000.00 exclusive of interest, costs, and attorney's fees and is within the jurisdictional limits of this Court.
2. Defendant was and remains a corporation organized and existing under the laws of the State of Florida and is otherwise sui juris.
3. Venue is proper within this jurisdiction as Defendant was and is a corporation authorized to do business and regularly sells automobile insurance policies to the general public in Miami-Dade County; additionally, one or more of the claims asserted herein arose or accrued within this county.

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 December 1, 2024, AURORA ROJAS (hereinafter “Claimant”) was involved in a motor vehicle accident, resulting in injuries to the Claimant.

6. As a result of that motor vehicle accident, Plaintiff provided Claimant with appropriate, medically necessary 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, nursing, remedial, and/or rehabilitative care provided by the Plaintiff. To date, Defendant refuses to pay the full amount due under its policy of insurance and applicable Fla. Stat. 627.736(1)(a), which reads as follows:

(a) Medical benefits.—Eighty percent of all reasonable expenses for medically necessary medical, surgical, X-ray, dental, and rehabilitative services, including prosthetic devices and medically necessary ambulance, hospital, and nursing services if the individual receives initial services and care pursuant to subparagraph 1. within 14 days after the motor vehicle accident . . .

8. Defendant issued a policy of insurance to AURORA ROJAS and/or the named insured, which provided Personal Injury Protection (“PIP”) and/or Medical Payment (“MedPay”) benefits coverage, wherein the policy is 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 and/or declaration page(s) and Plaintiff demands copy of the same.

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

10. Plaintiff and Claimant have performed the statutorily required conditions precedent to entitle Plaintiff to both recover benefits and institute this action for said necessary medical,

rehabilitative, and remedial treatment regarding the above-described policy; additionally, Defendant was provided with a properly executed application for PIP benefits together with medical authorizations to obtain all information necessary to evaluate and pay this claim.

11. Claimant executed both an equitable and written Assignment of Benefits (“AOB”), assigning to Plaintiff certain benefits, rights, and remedies pursuant to the policy of insurance issued by Defendant, including its right to collect benefits payable under the policy.

12 Pursuant to said AOB, Plaintiff gave notice of the covered losses and Plaintiff made Demand, in accordance with Fla. Stat. 627.736(10), for PIP benefits for reasonable, necessary, and related medical treatment. A true and correct copy of the AOB is attached hereto and incorporated by reference.

13. Defendant has reduced and/or withheld payment due for the medical bills that were submitted timely by Plaintiff for date(s) of service 12/2/2024 through 1/30/2025; more specifically, Plaintiff billed Defendant in the amount of \$17,462.00, and seeks reimbursement of 80% of its reasonable charges, which may be limited pursuant to the Schedule of Maximum Charges in Fla. Stat. 627.736 if properly elected and noticed in Defendant’s Policy of Insurance, less any payments made by the Defendant, notwithstanding any additional payments due pursuant to a MedPay election, Defendant’s Policy of Insurance, and Fla. Stat. 627.736 including all appropriate interest for all late and/or underpaid/unpaid claims. Plaintiff notes that even if Defendant has provided the proper notice to limit reimbursement pursuant to the Schedule of Maximum Charges, it still has failed to provide the appropriate reimbursement due under Fla. Stat. 627.736(5)(a)(1-5). A copy of the HCFA/Bill(s) has been previously furnished to Defendant and is incorporated by reference.

14. Additionally, if a deductible was elected pursuant to this policy, Plaintiff alleges that Defendant has not furnished proof of its existence, its election, and/or its applicability to the Claimant; moreover, Defendant’s method of application concerning the deductible is improper

pursuant to Defendant's Policy of Insurance and Fla. Stat. 627.736 if it has failed to apply it to 100% of the expenses and losses as described in Florida Statutes. 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 legal action. Plaintiff has agreed to pay, and the attorneys for Plaintiff have agreed to accept, any court awarded fee as Plaintiff would derive a direct benefit from the court's judgment ordering the Defendant to pay interest and attorney's fees even if defendant pays all or some of the disputed PIP benefits before judgment is entered after suit is filed.

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

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

16. Despite Plaintiff's prior Demand in accordance with Fla. Stat. 627.736(10), 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.

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

18. 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.

19. Furthermore, if MedPay is applicable, Plaintiff is entitled to recover said sums inclusive of MedPay, notwithstanding statutory limitations imposed by Florida Law.

20. Plaintiff also seeks all interest on any and all unpaid sums allowable under the Florida Statutes.

**WHEREFORE**, pursuant to Count I, 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, including MedPay if applicable;
- c. That Defendant pay appropriate interest on all late bills and/or unpaid sums in accordance with Section 627.736(4), Florida Statutes;
- d. That Defendant pay Plaintiff any unpaid/underpaid pre-suit penalty, postage, and interest in accordance with Section 627.736(10), Florida Statutes.
- e. That Defendant pay Plaintiff reasonable attorney's fees and costs pursuant to Sections 627.428, Florida Statutes, and/or 627.736, Florida Statutes, for the necessity of this action;
- f. Any other relief this Court deems just and appropriate.

**(SPACE INTENTIONALLY LEFT BLANK)**



**WHEREFORE**, Plaintiff demands judgment for Personal Injury Protection benefits, including MedPay if applicable, together with pre-judgment interest, costs, and attorney's fees pursuant to Florida Statute 627.428 and/or Florida Statute sections 627.736, and any other relief this Court deems proper and just.

PLAINTIFF DEMANDS TRIAL BY JURY ON ALL ISSUES TRIABLE.

Filed this Wednesday, July 2, 2025.

**DEMESMIN & DOVER, PLLC**

*Attorneys for Plaintiff*  
1650 SE 17<sup>th</sup> Street  
Fort Lauderdale, Florida 33316  
Office (954) 530-0790  
Facsimile (954) 916-8499  
[PIP-Pleadings@attorneysoftheinjured.com](mailto:PIP-Pleadings@attorneysoftheinjured.com)  
[JDover@attorneysoftheinjured.com](mailto:JDover@attorneysoftheinjured.com)

By: /s/ Jeremy Dover  
JEREMY DOVER, ESQ.  
FBN: 110737  
VICTOR DEMESMIN, JR., ESQ.  
FBN: 121820

**VILA FORTUNY SALOU MEDICAL CENTER INC**  
**ASSIGNMENT OF INSURANCE BENEFITS, RELEASE, & DEMAND**

**I, AURORA ROJAS**

the undersigned patient/insured knowingly, voluntarily and intentionally assign the rights and benefits of my automobile insurance, also known as Personal Injury Protection (hereinafter PIP), and Medical Payments policy of insurance to: **VILA FORTUNY SALOU MEDICAL CENTER INC**. 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. I understand the provider may file a lawsuit against my insurer for payment and if the provider's bills are paid or applied to a deductible I agree this will serve as a benefit to me and I authorize and request such litigation. This assignment of benefits includes the cost of transportation, medications, supplies, over due interest and any potential claim for common law or statutory bad faith/unfair claims handling. If the insurer disputes the validity of this assignment of benefits then the insurer is instructed to notify the provider in writing within five 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 reductions & without including the patient's name on the check. To the extent the PIP insurer contends there is a material misrepresentation on the application for insurance resulting in the policy of insurance is declared voided, rescinded, or canceled, I, as the named insured under said policy of insurance, hereby assign the right to receive the premiums paid for my PIP insurance to this provider and to file suit for recovery of the premiums. The insurer is directed to issue such a refund check payable to this provider only. Should the medical bills not exceed the premium refunded, then the provider is directed to mail the patient/named insured a check which represents the difference between the medical bills and the premiums paid.

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. The insured and the provider hereby consents and 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.

If the insurer schedules a defense examination or examination under oath (hereinafter "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 and obtain a copy of any statements or examinations under oath given by patient.

**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 (declaration sheet & policy of insurance) in writing and telephonically from the insurer; request from any insurer all explanation of benefits (EOBs) for all providers and non-reduced PIP payout sheets; obtain any written and verbal statements the patient or anyone else provided to the insurer; obtain copies of the entire claim file and 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 provider is permitted to produce my medical records to its attorney in connection with any pending lawsuits. 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.

**Demand:** Demand is hereby made for the insurer to pay all bills within 30 days without reductions and to mail the latest non-reduced PIP payout sheet and the insurance coverage declaration sheet to the above provider within 15 days. The insurer is directed to pay the bills in the order they are received. However, if a bill from this provider and a claim from anyone else is received by the insurer on the same day the insurer is directed to not apply this provider's bill to the deductible. If a bill from this provider and claim from anyone else is received by the insurer on the same day then the insurer is directed to pay this provider first before the policy is exhausted. In the event the provider's medical bills are disputed or reduced by the insurer for any reason, or amount, the insurer is to set aside the entire amount disputed or reduced, escrow the full amount at issue, and not pay the disputed amount to anyone or any entity including myself, until the dispute is resolved by a Court. Do not exhaust the policy. The insurer is instructed to inform, in writing, the provider of any dispute.

**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; and I agree the provider's prices for medical services, treatment and supplies are reasonable, usual and customary.

**Caution:** Please read before signing. Please ask to view a copy of our charges. If you do not completely understand this document please ask the provider to explain it to you. If you sign below we will assume you understand and agree to the above.

**AURORA ROJAS**

Patient's Name (as Insured)

Patient's Signature or Legal Guardian

Date: 12/02/2024

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

CASE NO.

VILA FORTUNY SALOU MEDICAL  
CENTER INC  
A/A/O AURORA ROJAS,

Plaintiff,

vs.

RESPONSIVE AUTO INSURANCE  
COMPANY (THE)

Defendant.

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**PLAINTIFF'S INITIAL REQUEST FOR ADMISSIONS TO DEFENDANT**

Plaintiff, pursuant to Fla. R. Civ. P. 1.370, hereby propounds this Initial Request for Admissions to Defendant and requests that said Defendant admit or deny the following in accordance within the time prescribed by the Florida Rules of Civil Procedure:

1. At all times material hereto, Defendant was and is a corporation licensed to do business in the State of Florida and was engaged in the business of automobile insurance.
2. At all times material hereto, the Defendant, under an automobile policy issued to the named insured (hereinafter known as the "Policy"), provided Personal Injury Protection ("PIP") and/or MedPay benefits to the Claimant for the subject accident.
3. The Policy was in full force and effect at the time of and for the subject accident.
4. The amount billed for the medical treatment provided to the claimant was reasonable.
5. The medical treatment provided to the Claimant by the Plaintiff was related to the injuries sustained in the subject accident.

6. The medical treatment provided to the Claimant by the Plaintiff was medically necessary to treat the injuries sustained in the subject accident.

7. The Policy was never suspended prior to binding.

8. Pursuant to Fla. Stat. 627.736, Defendant failed to pay the Plaintiff's PIP claim without "reasonable proof to establish" that Defendant was not responsible for the payment.

9. Subsequent to the subject accident, the Claimant had an emergency medical condition.

10. Defendant was timely furnished with notice of the covered loss with regard to the portions of the Plaintiff's PIP claim which are the subject of dispute herein.

11. The Plaintiff's bills were timely submitted to the Defendant.

12. Admit that an Examination Under Oath was requested in connection with this claim.

13. Admit that the Charges submitted by the Plaintiff were appropriately billed to the Defendant pursuant to Fla. Stat. 627.736.

14. Admit that none of the Charges submitted by the Plaintiff to the Defendant were upcoded.

15. Admit that none of the services and/or supplies submitted by the Plaintiff to the Defendant were unbundled.

16. Admit that all services, supplies, and care submitted by the Plaintiff to Defendant for reimbursement are all individually reimbursable pursuant to the Defendant's Policy of Insurance and Fla. Stat. 627.736.

17. Admit that Status C Medicare Codes, detailing appropriate services that are "contractor-priced," are reimbursable under Medicare Part B.

18. Admit that Status C Medicare Codes, detailing appropriate services that are “contractor-priced,” are to be reimbursed at a reasonable amount.

19. Admit that Defendant is not alleging that the Claimant committed fraud in connection with this claim.

20. Admit that Defendant is not alleging that Plaintiff committed fraud in connection with this claim.

21. Admit that Defendant is not alleging that Plaintiff was not properly licensed to treat and/or bill for PIP benefits.

22. Admit that Plaintiff submitted a valid, appropriate Demand Letter pursuant to Fla. Stat. 627.736(10) prior to filing the instant action.

23. Admit that Plaintiff has complied with all conditions precedent prior to filing suit.

24. Admit that Claimant has complied with all conditions precedent to entitle them to receive PIP benefits under the policy of insurance issued by the Defendant.

25. Admit that PIP benefits have not exhausted.

### **CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the foregoing document was served upon the Defendant, along with the Summons and Complaint filed in this cause.

#### **DEMESMIN & DOVER, PLLC**

*Attorneys for Plaintiff*  
1650 SE 17<sup>th</sup> Street  
Fort Lauderdale, Florida 33316  
Office (954) 530-0790  
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[JDover@attorneysoftheinjured.com](mailto:JDover@attorneysoftheinjured.com)

By: /s/ Jeremy Dover  
JEREMY DOVER, ESQ.

FBN: 110737

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

CASE NO.

VILA FORTUNY SALOU MEDICAL  
CENTER INC  
A/A/O AURORA ROJAS,

Plaintiff,

vs.

RESPONSIVE AUTO INSURANCE  
COMPANY (THE)

Defendant.

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**PLAINTIFF'S REQUEST FOR PRODUCTION**

Plaintiff, pursuant to *Fla. R. Civ. Pro. 1.350*, hereby propounds its Request for Production, and requests that the Defendant produce copies of the following documents within the time prescribed by the Florida Rules of Civil Procedure.

1. A copy of the application for insurance and all documents, photographs, and reports submitted to Defendant with same.
2. Copies of all underwriting manuals and guidelines in effect when the policy was issued.
3. Copies of all documents, worksheets, etc., that reflect how the Defendant calculated the premium at issue in this case.
4. Copies of all checks, front and back, of any premium refund checks, and any documents detailing receipt, clearing, or voiding of any said checks.
5. Copy of the most recent "PIP Log" generated in connection with this claim.
6. Any and all correspondence and attached documents from any attorney representing the Plaintiff or Claimant for the injuries arising out of this cause of action directed to

the Defendant, its employees, and/or agents relating to the Personal Injury Protection (“PIP”) and/or MedPay Benefits that are the subject of this claim.

7. A detailed “privilege log” itemizing all documents that you are not producing on the basis of work product or other privilege.

8. A copy of the policy jacket issued in this case.

9. A copy of all declarations pages regarding the policy in question; including any renewals, changes, restarts, amendatory endorsements, etc. which occurred subsequent to the initial application.

10. All explanation of benefits for all providers who submitted bills to the Defendant in connection with this claim.

11. All demand letter responses sent to any provider or its attorney(s) in connection with this claim.

12. All letters sent to anyone in connection with this claim denying, reducing, or paying benefits for any reason.

13. All investigatory materials reviewed by and/or obtained by Defendant prior to the issuance of the policy.

14. All investigatory materials reviewed by and/or obtained by Defendant after receiving notice of the claim for PIP benefits in this case.

15. Copies of any recorded statements, written or oral.

16. Copies of any EUO transcripts taken in connection with this claim.

17. Copies of any and all EUO notices sent to any person or entity in connection with this claim.

18. Any and all letters of representation or attorney withdrawal letters sent to Defendant regarding the Claimant and/or named insured in connection with this claim.



19. Copies of any documents obtained from any vehicle, registration, or Title searches performed in connection with your investigation of this claim and/or at the time of the time of the policy application.

20. Copies of any and all endorsement quotes issued at any time concerning any change to the policy in connection with this claim and any of its renewals or potential renewals.

21. Copies of any and all coverage suspension letter(s) issued both prior to and after the binding of the policy.

22. Any and all Independent Medical Examinations, paper reviews, and/or reports which purport to show that the Plaintiff's and/or Claimant's claims for medical treatment and/or wage losses are not reasonable, related, and/or necessary with regards to the automobile accident described in the Plaintiff's Complaint.

23. Any and all documentation alleged by Defendant to support its position that no further benefits are due and owing to the Plaintiff with reference to the claims made regarding the automobile accident described in the Plaintiff's Complaint.

24. Any and all correspondence from the Defendant to Claimant, Insured, and/or counsel regarding Plaintiff's claims for benefits.

25. Any and all correspondence from you to any medical provider relating to the Claimant in connection with this claim.

26. Any and all correspondence from any medical provider to you relating to the Claimant in connection with this claim.

27. Any and all demand letters pursuant to Fla. Stat. §627.736(10) received in regards to the treatment rendered to the Claimant as a result of the subject accident.

28. The Defendant's entire claims file, including front to back cover, for the Claim that is the subject of this action as it is kept in the Defendant's normal course of business, excluding

any privileged documents. All documents for which the Defendant alleges a Privilege shall be listed in the manner described in Fla. R. Civ. P 1.350.

29. Any and all surveillance reports, claims history reports, or other investigation reports prepared by you, or on your behalf, with regard to the Claimant in connection with this claim.

30. Any and all surveillance films, photographs, or audio tapes taken by you of the Claimant in connection with this claim.

31. Any and all photographs in your possession of any of the vehicles involved in the automobile accident described in the Plaintiff's Complaint taken prior to the filing of the suit.

32. Any and all photographs in your possession showing the scene of the automobile accident described in the Plaintiff's Complaint taken prior to the filing of the suit.

33. Any and all estimates or statements of repair concerning the nature and extent of damages to any vehicles involved in the accident described in the Plaintiff's Complaint.

34. Any and all documentation supporting the allegations made in your affirmative defenses.

35. Any and all documentation supporting your allegation that the Plaintiff's bills were "unbundled" and/or "upcoded."

36. Any and all documentation supporting the Defendant's allegation that the Plaintiff's bills were reimbursed correctly pursuant to Fla. Stat. §627.736(5)(a)(1) and the Defendant's Policy.

37. Any and all documentation, statements, recordings, letters, correspondence or other evidence showing that the insurer contacted the Plaintiff and discussed the reasons for the insurer's allegation of unbundling/upcoding and the insurer's change or denial of the Plaintiff's codes.

38. Any and all 6(b) requests sent to any person within 30 days of receiving notice of the covered loss.

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the foregoing document was served upon the Defendant, along with the Summons and Complaint filed in this cause.

**DEMESMIN & DOVER, PLLC**

*Attorneys for Plaintiff*

1650 SE 17<sup>th</sup> Street

Fort Lauderdale, Florida 33316

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[JDover@attorneysoftheinjured.com](mailto:JDover@attorneysoftheinjured.com)

By: */s/ Jeremy Dover* \_\_\_\_\_

JEREMY DOVER, ESQ.

FBN: 110737

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

CASE NO.

VILA FORTUNY SALOU MEDICAL  
CENTER INC  
A/A/O AURORA ROJAS,

Plaintiff,

vs.

RESPONSIVE AUTO INSURANCE  
COMPANY (THE)

Defendant.

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**PLAINTIFF'S NOTICE OF SERVICE OF INTERROGATORIES**

Plaintiff, pursuant to *Fla. R. Civ. Pro. 1.280 and 1.340*, hereby propounds the attached Interrogatories to the Defendant, to be answered under oath, and in writing within the time prescribed by the Florida Rules of Civil Procedure.

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the foregoing document was served upon the Defendant, along with the Summons and Complaint filed in this cause.

**DEMESMIN & DOVER, PLLC**

*Attorneys for Plaintiff*

1650 SE 17<sup>th</sup> Street

Fort Lauderdale, Florida 33316

Office (954) 530-0790

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[JDover@attorneysoftheinjured.com](mailto:JDover@attorneysoftheinjured.com)

By: */s/ Jeremy Dover* \_\_\_\_\_

JEREMY DOVER, ESQ.

FBN: 110737

VICTOR DEMESMIN, JR., ESQ.

FBN: 121820

**Demesmin & Dover, PLLC**

1650 SE 17<sup>th</sup> Street, Suite 100, Fort Lauderdale, Florida 33316 T: (866) 954-6673

[www.attorneysoftheinjured.com](http://www.attorneysoftheinjured.com)

## **INITIAL INTERROGATORIES**

1. Please state the complete name, address and age of each and every person that is either answering and/or participating in answering these interrogatories in any way and the capacity in which they are answering and/or participating in the responses contained herein.

2. Are you a corporation or other business entity? If so, state your complete corporate name, the nature of your business, whether you are licensed to do business in the State of Florida, whether you maintain agents for the transacting of your customary business in the County in which this case has been filed, and whether your name as it appears in the Plaintiff's Complaint is correct.

3. List the names, addresses, and telephone number of all persons (other than medical witnesses or your agents/representatives/employees) believed or known by you, your agents, or attorneys to have knowledge concerning any of the issues raised by the pleadings, specifying the subject matter about which the witnesses have knowledge and state whether you have obtained any statements (oral, written, and/or recorded) from any of said witnesses, list the dates of any such statements, by whom any such statements were taken, and who has possession, custody, and control of any such statements.

4. List the names, business addresses and telephone numbers of all persons who, on your behalf or on behalf of your agents or representatives, have been assigned to handle the investigation or adjusting of the Claimant's claim for benefits involved herein and specify the date and the nature of the participation of each such person.

5. Describe in detail each fact known to you about the nature of the Plaintiff's request for PIP benefits and what information (from any source) you have indicating the treatment for which benefits are claimed is "not necessary" or "not reasonable" or "not related" to the subject motor vehicle accident: when you actually obtained the information indicating the treatment was "not

necessary” or “not reasonable” or “not related;” when you informed the Plaintiff you had the information; and, when you provided this information to the Plaintiff in writing.

6. For any and all defenses which you reasonably believe are available with regard to any of the claims made by the Plaintiff herein: describe in detail the factual and legal basis for any such defenses and give complete names, business addresses, and telephone numbers of each and every person believed or known by you, your agents, representatives, or attorneys, to have knowledge of the facts which provide the basis for any such defenses.

7. Identify the computer program that was used to review the claim for medical services submitted in this case giving the name and address of the company that sold or supplied the software and the name and version of the software.

8. Was an “Independent Medical Examination” conducted on the Claimant/Patient? If so, provide (a) the name and business address of each doctor who performed an examination; (b) the date and location of each examination; (c) how many times each doctor has been hired by you (or anyone on your behalf) to perform “Independent Medical Examinations” of any of your insureds at any time in the last three (3) years; (d) how much each doctor was paid to perform each examination; (e) the percentage of annual income each doctor receives from performing “Independent Medical Examinations”; and (f) whether benefits were suspended as a result of the “Independent Medical Examinations.”

9. Was a “Peer/Paper Review” conducted on the Claimant/Patient? If so, provide (a) the name and business address of each doctor who performed the review; (b) the date of the review; (c) how many times each doctor has been hired by you (or anyone on your behalf) to perform “Peer/Paper Reviews” of any of your insureds in the last three (3) years; (d) how much each doctor was paid to conduct the “Peer/Paper Review”; (e) the percentage of annual income

each doctor receives from conducting “Peer/Paper Reviews;” and, (f) whether benefits were suspended as a result of the “Peer/Paper Reviews.”

10. For each doctor who has examined the Claimant/Patient on your behalf or whom you have hired to testify in this case, list all dates on which you corresponded with said doctor with regard to the Claimant/Patient and all materials provided by you to each doctor.

11. Did the Defendant limit the reimbursement of the Plaintiff’s charges to the “fee schedules” enumerated in Fla. Stat. §627.736(5)(a)(1)? If so, please identify the page number of the Defendant’s policy or the endorsement name/number in which the Defendant notified the insured of its intention to reimburse using these “fee schedules.”

12. If the answer to interrogatory number 11 is yes:

a) Were any CPT codes billed by the Plaintiff that are reimbursable under Medicare allowed at less than 200% of the participating physician’s fee schedule of Medicare Part B for the year in which the services were rendered? If yes, identify:

b) the CPT Codes;

c) the date(s) of service the CPT codes were allowed at less than 200% of the participating physician’s fee schedule of Medicare Part B for the year in which the services were rendered;

d) the amount allowed for the CPT code on each date of service;

e) the reason each CPT code was allowed at less than 200% of the participating physician’s fee schedule of Medicare Part B for the year in which the services were rendered.

13. State whether you have undertaken any surveillance of the Claimant, made any investigation of the Claimant’s background, made any investigation of the Claimant’s claim history,

or otherwise investigated the Claimant and give complete details of the dates and results of such investigation.

14. Describe in detail each claim which was submitted by the Claimant/Patient, or on behalf of the Claimant/Patient by the Plaintiff, which you are denying coverage or otherwise withholding payment and the date you first informed the Plaintiff and/or Claimant/Patient that you were denying coverage and/or withholding payment of that claim.

15. For each denied or withheld payment of claim listed above, state in detail the legal grounds and the factual basis upon which the claim was denied, including the exact wording of any opinion of any physicians, the exact wording of any policy provisions, or the exact wording of any statutory language or case law upon which you base your denial or withholding of payment.

16. List the names, addresses, and official positions of each and every person in your employ or in the employ of anyone on your behalf, who recommended and/or made the determination and/or recommendation to deny coverage and/or withhold payment of the Claimant/Patient's claim and state in what capacity they were involved.

17. Are you claiming that you are not responsible for payment of medical services billed by the Plaintiff for a reason other than medical necessity or relatedness? If so, please identify this reason and the basis being used to support your allegations for the denial of full payment.

18. If you claim that you were unable to pay Claimant/Patient's claim because you had insufficient information or the notice of claim did not have sufficient support, state: when you first realize that you had insufficient information; each and every effort made by you to obtain the needed information; when you informed the Claimant/Patient of the need for further information; and, when you gave up trying to obtain the needed information.

19. If you claim that you were unable to pay Claimant/Patient's claim because you could not obtain medical information for lack of cooperation of a medical provider or a lack of a medical



authorization from the Plaintiff, please state: when you first informed the Claimant/Patient you had a problem or lack of authorization; when you first notified the Claimant/Patient that you needed additional medical authorizations; and, when was the insurance application at issue in this case drafted and submitted to Defendant for approval?

20. Was an “Examination Under Oath” (“EUO”) requested in connection with this claim, and if so, what was the basis for requesting the EUO; was it requested within 30 days of receipt of the notice of the covered loss; did the claimant attend the EUO; how many EUOs were requested; how was notice given to the Claimant to attend the EUO; and does Defendant have proof that Claimant received notice of the EUO?

21. If Defendant is contending that Plaintiff’s bills were submitted untimely, please state: when did Defendant receive a copy of each of the bill(s) submitted by Plaintiff in connection with this claim; what is the date each billing package received; what dates of service were contained in each billing package; and was a timely notice of initiation of treatment received?

22. Is Defendant asserting that any of the treatment provided by Plaintiff for Claimant’s injuries were not related to the accident that is the subject of this claim? If so, please state any and all reasons, including what evidence is being relied upon by Defendant to contend that treatment provided by Plaintiff for Claimant’s injuries was not related to the accident?

23. Is Defendant asserting that any of the services provided by Plaintiff were not medically necessary? If so, please state any and all reasons, including what evidence is being relied upon by Defendant to contend that treatment provided by Plaintiff for Claimant’s injuries was not medically necessary.

**JURAT PAGE**

Name:

STATE OF FLORIDA )  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me by \_\_\_\_\_, who is Personally Known to me OR produced \_\_\_\_\_, as identification and who swears or affirms that the foregoing Answers to Interrogatories are true and correct.

Notary Public, State of Florida

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Print Name of Notary Public

NOTARY PUBLIC, SEAL OF OFFICE

My Commission Number: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Personally Known \_\_\_\_\_ OR  
Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_

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

CASE NO.

VILA FORTUNY SALOU MEDICAL  
CENTER INC  
A/A/O AURORA ROJAS,

Plaintiff,

vs.

RESPONSIVE AUTO INSURANCE  
COMPANY (THE)

Defendant.

\_\_\_\_\_ /

**NOTICE OF APPEARANCE OF ATTORNEY OF RECORD  
AND EMAIL DESIGNATION**

YOU ARE HEREBY NOTIFIED that the undersigned attorney, **Jeremy Dover, Esquire**, hereby files this Notice of Appearance as Attorney of Record in this case as counsel for Plaintiff and Pursuant to Fla. R. of Judicial Administration Rule 2.526 designates the following primary e-mail address for receiving service of all Court documents.

**PRIMARY:**            [PIP-Pleadings@attorneysoftheinjured.com](mailto:PIP-Pleadings@attorneysoftheinjured.com)

**SECONDARY:**       [JDover@attorneysoftheinjured.com](mailto:JDover@attorneysoftheinjured.com)

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the foregoing document was served upon the Defendant, along with the Summons and Complaint filed in this cause.

**DEMESMIN & DOVER, PLLC**

*Attorneys for Plaintiff*  
1650 SE 17<sup>th</sup> Street  
Fort Lauderdale, Florida 33316  
Office (954) 530-0790  
Facsimile (954) 916-8499  
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[JDover@attorneysoftheinjured.com](mailto:JDover@attorneysoftheinjured.com)

By: /s/ Jeremy Dover  
JEREMY DOVER, ESQ.

FBN: 110737

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

CASE NO.

VILA FORTUNY SALOU MEDICAL  
CENTER INC  
A/A/O AURORA ROJAS,

Plaintiff,

vs.

RESPONSIVE AUTO INSURANCE  
COMPANY (THE)

Defendant.

\_\_\_\_\_ /

**PLAINTIFF'S INITIAL DISCLOSURES**

COMES NOW, Plaintiff by and through the undersigned counsel and pursuant to Rule 1.280, Florida Rules of Civil Procedure, hereby files Plaintiff's Initial Disclosures:

**1. Witnesses**

a. Plaintiff's Treating Physician & Corporate Representative

Address: 900 W 49 Street, Ste 510

Hialeah, Fl 33012

Phone Number: Can be contacted through the assistance of Counsel.

Subject: Services provided by Plaintiff to Claimant.

b. Claimant: Aurora Rojas

Address: 1115 Nw 120 St North Rear

Miami, Fl 33168

Phone Number: Unknown

Subject: Claimant may have information as to the facts of the accident  
and services/treatment received as a result of motor vehicle

accident.

**2. Insurance Information:**

- a. Policy Number: 660-115640501-00
- b. Claim Number: C0000028286
- c. Full policy jacket currently in Plaintiff's possession: None available at this time.

**3. Damages**

- a. Amount Owed: \$13,969.60
- b. Documents in support of damages: Plaintiff's Demand Letter is already in Defendant's possession.

**4. Documents**

- a. Disclosure and Acknowledgement Form.
- b. Copies of the applicable policy.
- c. Treatment notes/ SOAP notes.
- d. HCFA and CMS forms for medical services.
- e. Demand Letter and Response.

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the foregoing served upon the Defendant, along with the Summons and Complaint filed in this cause.

**DEMESMIN & DOVER, PLLC**

*Attorneys for Plaintiff*

1650 SE 17<sup>th</sup> Street, Suite 100

Fort Lauderdale, Florida 33316

Office (954) 530-0790

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[Jdover@attorneysoftheinjured.com](mailto:Jdover@attorneysoftheinjured.com)

By: /s/ Jeremy Dover

JEREMY DOVER, ESQ.

FBN: 110737

**Demesmin & Dover, PLLC**

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