



25-000165835

ROYAL PALM MEDICAL GROUP, CORP.
(ASSIGNEE OF CABRERA, MARIO)

PLAINTIFF(S)

VS.

RESPONSIVE AUTO INSURANCE COMPANY
(THE)

DEFENDANT(S)

CASE #: 2025-105447-CC-21
COURT: 11TH JUDICIAL CIRCUIT
COUNTY: MIAMI-DADE
DFS-SOP #: 25-000165835

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

JM1

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

CASE NO.: 2025-105447-CC-21

ROYAL PALM MEDICAL GROUP, CORP.
(assignee of Cabrera, Mario)

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:

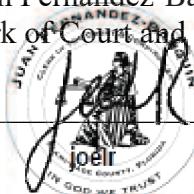
YOU ARE COMMANDED to serve this summons and a copy of the Complaint on
RESPONSIVE AUTO INSURANCE COMPANY (THE),
c/o Florida Chief Financial Officer as RA
Service Process Section
PO Box 6200
Tallahassee, Florida 32314-6200.

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 6/25/2025.

Juan Fernandez-Barquin
Clerk of Court and Comptroller

By: _____



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

CASE NO.: 2025-105447-CC-21

ROYAL PALM MEDICAL GROUP,
CORP. (assignee of Cabrera, Mario)

Plaintiff,

v.

RESPONSIVE AUTO INSURANCE
COMPANY (THE),

Defendant.

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 \$8,722.25 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 06/20/2024, Cabrera, Mario (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 C0000026021.
5. The motor vehicle accident occurred in a location covered by the policy of insurance issued by Defendant to Cabrera, Mario (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 \$13,932.58 for dates of service 07/02/2024 to 08/23/2024. Defendant failed to properly pay Plaintiff's bills. As of the filing of this complaint, only \$1,277.72 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 \$8,722.25 for reasonable, related and medically necessary services rendered by Plaintiff to Claimant on dates of service 07/02/2024 to 08/23/2024.

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 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/ Steven Saban FBN 1044098 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**

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 **Royal Palm Medical Group** (hereinafter "the Provider") 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 payments or other health benefits indemnification and/or agreement otherwise payable to me. This payment shall 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 not otherwise satisfied by the above-mentioned assigned proceeds. I also acknowledge that any medical expenses not covered under my insurance policy will be my responsibility.

I further authorize the Provider to negotiate, collect and settle any claim with any insurance carrier or other third party payor 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 declarations page and insurance policy pursuant to Section 627.4137. In addition, the provider has the authority to request and receive any Independent Medical Examination Reports, notices sent to me regarding appointments for Independent Medical Examinations and Examinations Under Oath (including proof of mail), Records Review Reports, coverage denial letters, Explanations 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 insurer, to furnish to Provider copies of all future notices affecting Provider's interest in this claim, including, without limitation, any notices of requested medical examinations 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 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.

I further direct my insurer to direct all payments for services rendered by the Provider directly to Provider at the billing address contained on Provider's medical bills.

**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:

Elaine Patenaude

Patient's Name

Elaine

Patient's Signature

7/3/01

Date

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

In Re:	Royal Palm Medical Group, Corp. v. Responsive Auto Insurance Company (The)
Claimant:	Cabrera, Mario
Date of Loss:	06/20/2024
Claim Number:	C0000026021
OLG File Number:	PL341081

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@wesetthe standards.com) at my office. Otherwise you leave me no choice but to set the deposition unilaterally.

Sincerely,

Steven J. Saban, Esq. for

Chris Kasper, Esq.

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

CASE NO.: 2025-105447-CC-21

ROYAL PALM MEDICAL GROUP,
CORP. (assignee of Cabrera, Mario)

Plaintiff,

v.

RESPONSIVE AUTO INSURANCE
COMPANY (THE),

Defendant.

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@wesetthe standards.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/ Steven Saban FBN 1044098 for
CHRIS KASPER, ESQ.
Florida Bar No. 66382

Service Address:
service@wesetthe standards.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

In Re:	Royal Palm Medical Group, Corp. v. Responsive Auto Insurance Company (The)
Claimant:	Cabrera, Mario
Date of Loss:	06/20/2024
Claim Number:	C0000026021
OLG File Number:	PL341081

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) \$8,722.25 as full and final payment for medical benefits (interest waived) payable to Royal Palm Medical Group, 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 **\$8,722.25** as being owed by using the following math:

Amount Billed:	\$13,932.58
Deductible Applied:	\$0.00
at 80%:	\$11,146.06 (\$10,000 Policy Limit)
Amount Previously Paid:	\$1,277.72
Amount Owed:	\$8,722.25
Date of Service from	07/02/2024
Date of Service to	08/23/2024

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@wesetthe standards.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,

Steven J. Saban, Esq. for

Chris Kasper, Esq.