



\*25-000171974\*

ALTERNATIVE MEDICAL CENTER OF FORT  
LAUDERDALE, INC A/A/O DANIEL LUBERAL

PLAINTIFF(S)

VS.

RESPONSIVE AUTO INSURANCE COMPANY

DEFENDANT(S)

\_\_\_\_\_  
SUMMONS, COMPLAINT

CASE #: COINX-25-044282  
COURT: COUNTY COURT  
COUNTY: BROWARD  
DFS-SOP #: 25-000171974

## **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 Monday, July 7, 2025 and a copy was forwarded by ELECTRONIC DELIVERY on Tuesday, July 8, 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.**

GREGORY GUDIN  
LANDAU & ASSOCIATES, P.A  
1619 NW 136TH AVE SUITE 2C  
SUNRISE, FL 33323

KS1

ALTERNATIVE MEDICAL CENTER OF  
FORT LAUDERDALE, INC  
a/a/o Daniel Luberal

IN THE COUNTY COURT IN AND FOR  
BROWARD COUNTY FLORIDA

CASE NO.: COINX-25-044282

Plaintiff,

vs.

RESPONSIVE AUTO INSURANCE  
COMPANY

Defendant.

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

TO: RESPONSIVE AUTO INSURANCE COMPANY

c/o Florida Chief Financial Officer as Registered Agent  
Service of Process Section  
Post Office Box 6200  
Tallahassee, Florida 32314-6200

TO EACH SHERIFF OF THE STATE: You are commanded to serve this  
Summons and a copy of the Complaint, in this lawsuit on the above-named defendant(s).

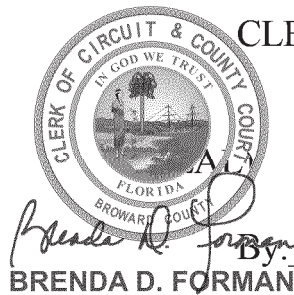
**IMPORTANT**

A lawsuit has been filed against you. You have 20 calendar days after this summons is served on you to file a written response to the attached complaint/petition with the Clerk of this Court. A phone call will not protect you. Your written response, including the case number given above and the names of the parties, must be filed if you want the Court to hear your side of the case. If you do not file your response on time, you may lose the case, and your wages, money, and property may thereafter be taken without further warning from the Court. There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may call an attorney referral service or a legal aid office (listed in the phone book).

If you choose to file a written response yourself, at the same time you file your written response to the court, you must also mail or take a copy of your written response to the "Plaintiff/Plaintiff's Attorney" named below. Central Courthouse located at 201 S.E. 6<sup>th</sup> Street, Fort Lauderdale, Florida 33301.

CASE NUMBER: COINX-25-044282

DATED ON JUL 02 2025, 2025,



CLERK OF THE COUNTY COURT

Deputy Clerk

TODD LANDAU, ESQUIRE

Landau & Associates, P.A.  
Attorney for Plaintiff  
1619 NW 136th Avenue  
Suite 2C  
Sunrise, Florida 33323  
Telephone: (954) 744-8383  
Facsimile: (954) 391-7805

**“If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the ADA Coordinator, Diana Sobel, Room 20140, 201 S.E. Sixth Street, Fort Lauderdale, Florida 33301, 954-831-7721 at least 7 days before your scheduled court appearance, or immediately upon receiving this notification if the time before the scheduled appearance is less than 7 days; if you are hearing or voice impaired, call 711.”**

## **IMPORTANTE**

Usted ha sido demandado legalmente. Tiene 20 Dias, contados a partir del recibo de esta notificacion, para contestar la demanda adjunta, por escrito, y presentarla ante este tribunal. Una llamada telefonica no lo protegera. Si usted desea que el tribunal considere su defensa, debe presentar su respuesta por escrito, incluyendo el numero del case y los nombres de las partes interesadas. Si usted no contesta la demanda a tiempo, podiese perder el case y podria ser despojado de sus ingresos y propiedades, o privado de sus derechos, sin previo aviso del tribunal. Existen otros requisitos legales. Si lo desea, puede usted consultar a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a una de las oficinas de asistencia legal que aparecen en la guia telefonica.

Si desea responder a la demanda por su cuenta, al mismo tiempo en que presenta su respuesta ante el tribunal, debera usted enviar por correo o entregar una copia de su respuesta a la personal denominada abajo como "Plaintiff/Plaintiff's Attorney" (Demandante o Abogado del Demandante).

## **IMPORTANT**

Des poursuites judiciaires ont ete entreprises contre vous. Vous avez 20 jours consecutifs a partir de la date de l'assignation de cette citation pour déposer une réponse écrite a la plainte ci-jointe aupres de ce tribunal. Un simple coup de telephone est insuffisant pour vous proteger. Vous etes obligé de déposer votre réponse écrite, avec mention du numero de dossier ci-dessus et du nom des parties nommées ici, si vous souhaitez que le tribunal entende votre cause. Si vous ne déposez pas votre réponse écrite dans le delai requis, vous risquez de perdre la cause ainsi que votre salaire, votre argent, et vos biens peuvent etre saisis par la suite, sans aucun preavis ulterieur du tribunal. Il y a d'autres obligations juridiques et vous pouvez requerir les services immediats d'un avocat. Si vous ne connaissez pas d'avocat, vous pourriez telephoner a un service de reference d'avocats ou a un bureau d'assistance juridique (figurant a l'annuaire de telephones).

Si vous choisissez de déposer vous-meme une réponse écrite, il vous faudra également, en meme temps que cette formalite, faire parvenir ou expedier une copie de votre réponse écrite au "Plaintiff/Plaintiff's Attorney" (Plaignant ou a son avoca) nommé ci-dessous.

NOT AN OFFICIAL COPY - CCIS - SUBSCRIBER - CCIS

ALTERNATIVE MEDICAL CENTER  
OF FORT LAUDERDALE, INC

IN THE COUNTY COURT IN AND  
FOR BROWARD COUNTY, FLORIDA

a/a/o Daniel Luberal

CASE NO.:

Plaintiff,

vs.

RESPONSIVE AUTO INSURANCE  
COMPANY

Defendant

\_\_\_\_\_ /

### COMPLAINT

COMES NOW, Plaintiff, ALTERNATIVE MEDICAL CENTER OF FORT LAUDERDALE, INC a/a/o Daniel Luberal (hereinafter “Plaintiff”) sues the Defendant, RESPONSIVE AUTO INSURANCE COMPANY (hereinafter “Defendant”), and in support thereof alleges the following:

### GENERAL ALLEGATIONS

1. This is an action for Breach of Contract, which does exceed One Dollar (\$1.00), but does not exceed Ninety Nine Dollars and Ninety Nine Cents (\$99.99), exclusive of interest, attorney’s fees and costs.

2. Defendant was and remains a corporation organized and existing under the laws of the State of Florida and is otherwise sui juris.

3. Defendant was and is a corporation authorized to do business, maintains an office and agents in BROWARD COUNTY and regularly sells automobile insurance policies to the general public in BROWARD COUNTY. The Defendant and/or its affiliates and/or its subsidiaries which issued the policy of insurance have substantial identities of interest.

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 August 25, 2021, Daniel Luberal (hereinafter “Claimant”) was involved in a motor vehicle accident.

6. As a result of that motor vehicle accident, Plaintiff provided Claimant with 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 and rehabilitative care by the Plaintiff for an Emergency Medical Condition as evidenced by the Claimant’s entire medical record. To date, Defendant refuses to pay the full amount due.

8. Defendant issued a policy of insurance to 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. Upon receipt of a certified copy of the insurance policy, same is hereby attached and incorporated herein by reference.

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

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.

11. Claimant equitably assigned to Plaintiff and/or 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 said Assignment, Plaintiff gave notice of the covered losses and Plaintiff made demand for PIP benefits for reasonable, necessary and related medical treatment.

13. Defendant has denied coverage for, withheld or reduced the medical bill(s) that were submitted by Plaintiff for date(s) of service August 26, 2021 through December 30, 2021 and/or misapplied the application of the deductible. Furthermore, Defendant was precluded from applying a deductible at all because

the nonexistence of a properly executed deductible election form. A copy of the HCFA bills and/or patient ledger and/or explanation of benefits/review are attached hereto and incorporated by reference. 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 suit. Plaintiff has agreed to pay, and the attorneys for Plaintiff have agreed to accept, any court awarded fee.

BREACH OF CONTRACT FOR FAILURE TO PAY AMOUNTS OWED.

14. Plaintiff reavers and realleges paragraphs 1 through 13 of this complaint.

15. Despite prior demand by Plaintiff, 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.

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

17. 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.

**WHEREFORE**, 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;
- c. That Defendant pay interest on all unpaid sums in accordance with Section 627.736(4), Florida Statutes;
- d. That Defendant pay Plaintiff pre-suit penalty, postage, and interest in accordance with Section 627.736(10), Florida Statutes.



- e. That the Defendant correctly apply the deductible “to 100 percent of the expenses and losses” as described in Fla. Stat. 627.736, if applicable;
- f. That The Defendants pay all sums due to Plaintiff under any medical payment’s (med-pay) coverage’s in accordance with the Claimant’s/policy holder’s policy of Insurance with Defendant;
- g. That Defendant pay Plaintiff reasonable attorney’s fees and costs pursuant to Sections 627.428, Florida Statutes, and/or 627.736(5), Florida Statutes, for the necessity of this action;
- h. Any other relief this Court deems just and appropriate.

**WHEREFORE**, Plaintiff demands judgment for personal injury protection benefits together with pre-judgment interest, costs and attorneys’ fees pursuant to Florida Statute 627.428 and Florida Statute sections 627.736(5) and (8) and any other relief this Court deems proper and just.

Plaintiff demands trial by jury on all issues triable as of right.

**LANDAU & ASSOCIATES, P.A.**  
1619 NW 136th Avenue, Suite 2C  
Sunrise, Florida 33323  
Telephone (954) 744-8383  
Facsimile (954) 391-7805  
Email: [efilings@pip-lawyers.com](mailto:efilings@pip-lawyers.com)

By: /S/ Todd Landau  
TODD LANDAU, ESQ.  
Florida Bar No. 0489433

Patient Account Ledger

Patient ID: 110716226

Patient Name: LUBERAL, DANIEL

Transaction Date: All Dates

Date	Description	Account No - Desc	Procedure	Provider	Amount
8/26/2021			99203	Joel Lichtenthal, DC	\$250.00
8/30/2021			G0283	Joel Lichtenthal, DC	\$40.00
8/30/2021			97140	Joel Lichtenthal, DC	\$75.00
8/30/2021			97026	Joel Lichtenthal, DC	\$15.00
8/30/2021			97110	Joel Lichtenthal, DC	\$70.00
8/31/2021			G0283	Joel Lichtenthal, DC	\$40.00
8/31/2021			97140	Joel Lichtenthal, DC	\$75.00
8/31/2021			97026	Joel Lichtenthal, DC	\$15.00
8/31/2021			97110	Joel Lichtenthal, DC	\$70.00
9/1/2021			97010	Joel Lichtenthal, DC	\$15.00
9/1/2021			97110	Joel Lichtenthal, DC	\$70.00
9/1/2021			98940	Joel Lichtenthal, DC	\$70.00
9/2/2021			97110	Joel Lichtenthal, DC	\$70.00
9/2/2021			98940	Joel Lichtenthal, DC	\$70.00
9/3/2021			97010	Joel Lichtenthal, DC	\$15.00
9/3/2021			97140	Joel Lichtenthal, DC	\$75.00
9/3/2021			97110	Joel Lichtenthal, DC	\$70.00
9/3/2021			98940	Joel Lichtenthal, DC	\$70.00
9/3/2021			97039	Joel Lichtenthal, DC	\$20.00
9/7/2021			97140	Joel Lichtenthal, DC	\$75.00
9/7/2021			97110	Joel Lichtenthal, DC	\$70.00
9/7/2021			98940	Joel Lichtenthal, DC	\$70.00
9/7/2021			97039	Joel Lichtenthal, DC	\$20.00
9/8/2021			97140	Joel Lichtenthal, DC	\$75.00
9/8/2021			97110	Joel Lichtenthal, DC	\$70.00
9/8/2021			98940	Joel Lichtenthal, DC	\$70.00
9/8/2021			97039	Joel Lichtenthal, DC	\$20.00
9/9/2021			97010	Joel Lichtenthal, DC	\$15.00
9/9/2021			97110	Joel Lichtenthal, DC	\$70.00
9/9/2021			98940	Joel Lichtenthal, DC	\$70.00
9/9/2021			97039	Joel Lichtenthal, DC	\$20.00
9/10/2021			97010	Joel Lichtenthal, DC	\$15.00
9/10/2021			97140	Joel Lichtenthal, DC	\$75.00
9/10/2021			97110	Joel Lichtenthal, DC	\$70.00
9/10/2021			98940	Joel Lichtenthal, DC	\$70.00
9/10/2021			97039	Joel Lichtenthal, DC	\$20.00
9/13/2021			G0283	Joel Lichtenthal, DC	\$40.00
9/13/2021			97026	Joel Lichtenthal, DC	\$15.00
9/13/2021			97110	Joel Lichtenthal, DC	\$70.00
9/15/2021			97010	Joel Lichtenthal, DC	\$15.00
9/15/2021			97140	Joel Lichtenthal, DC	\$75.00
9/15/2021			97110	Joel Lichtenthal, DC	\$70.00
9/15/2021			98940	Joel Lichtenthal, DC	\$70.00
9/16/2021			97010	Joel Lichtenthal, DC	\$15.00
9/16/2021			97140	Joel Lichtenthal, DC	\$75.00

## Patient Account Ledger

Date	Description	Account No - Desc	Procedure	Provider	Amount
9/16/2021			97110	Joel Lichtenthal, DC	\$70.00
9/16/2021			98940	Joel Lichtenthal, DC	\$70.00
9/17/2021			97140	Joel Lichtenthal, DC	\$75.00
9/17/2021			97110	Joel Lichtenthal, DC	\$70.00
9/17/2021			98940	Joel Lichtenthal, DC	\$70.00
9/20/2021			97140	Joel Lichtenthal, DC	\$75.00
9/20/2021			97110	Joel Lichtenthal, DC	\$70.00
9/20/2021			98940	Joel Lichtenthal, DC	\$70.00
9/22/2021			97140	Joel Lichtenthal, DC	\$75.00
9/22/2021			97110	Joel Lichtenthal, DC	\$70.00
9/22/2021			98940	Joel Lichtenthal, DC	\$70.00
9/23/2021			97140	Joel Lichtenthal, DC	\$75.00
9/23/2021			97110	Joel Lichtenthal, DC	\$70.00
9/23/2021			98940	Joel Lichtenthal, DC	\$70.00
10/4/2021			97140	Joel Lichtenthal, DC	\$75.00
10/4/2021			97110	Joel Lichtenthal, DC	\$70.00
10/4/2021			98940	Joel Lichtenthal, DC	\$70.00
10/8/2021			97140	Joel Lichtenthal, DC	\$75.00
10/8/2021			97110	Joel Lichtenthal, DC	\$70.00
10/8/2021			98940	Joel Lichtenthal, DC	\$70.00
11/8/2021	Insurance Payment	101-Ins Payment			(\$1,966.99)
12/16/2021			97140	Joel Lichtenthal, DC	\$75.00
12/16/2021			97110	Joel Lichtenthal, DC	\$70.00
12/20/2021			97140	Joel Lichtenthal, DC	\$75.00
12/20/2021			97110	Joel Lichtenthal, DC	\$70.00
12/21/2021			97140	Joel Lichtenthal, DC	\$75.00
12/21/2021			97110	Joel Lichtenthal, DC	\$70.00
12/22/2021			97140	Joel Lichtenthal, DC	\$75.00
12/22/2021			97110	Joel Lichtenthal, DC	\$70.00
12/23/2021			97140	Joel Lichtenthal, DC	\$75.00
12/23/2021			97110	Joel Lichtenthal, DC	\$70.00
12/24/2021			97140	Joel Lichtenthal, DC	\$75.00
12/24/2021			97110	Joel Lichtenthal, DC	\$70.00
12/28/2021			97140	Joel Lichtenthal, DC	\$75.00
12/28/2021			97110	Joel Lichtenthal, DC	\$70.00
12/29/2021			97140	Joel Lichtenthal, DC	\$75.00
12/29/2021			97110	Joel Lichtenthal, DC	\$70.00
12/30/2021			97140	Joel Lichtenthal, DC	\$75.00
12/30/2021			97110	Joel Lichtenthal, DC	\$70.00
2/21/2022	Insurance Payment	101-Ins Payment			(\$856.80)

Charges - 5270.00  
Payments - 2823.79

**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 **Alternative Medical Center of Ft. Lauderdale** (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:

Louduise Telfort  
Patient's signature

\_\_\_\_\_  
Date



PATIENT NAME:

ALTERNATIVE MEDICAL CENTER OF FT. LAUDERDALE, INC has agreed to accept assignment on the above patient with the following considerations on behalf of the patient:

I have been informed of the fees associated with the medical services provided by ALTERNATIVE MEDICAL CENTER OF FT. LAUDERDALE, INC., which includes but is not limited to, initial consultation and examination with subsequent therapy sessions and diagnostic testing. At this time I am unable to make co-payment and deductible due to financial hardship. If my financial situation changes that permits me to honor co-payments and deductible, this contract will become null and void and payment will follow.

Patient Signature:

Londwige Telfort

Date: \_\_\_\_\_

ALTERNATIVE MEDICAL CENTER OF  
FORT LAUDERDALE, INC  
a/a/o Daniel Luberal

I N THE COUNTY COURT IN AND FOR  
BROWARD COUNTY, FLORIDA

Plaintiff,

CASE NO.:

vs.

RESPONSIVE AUTO INSURANCE  
COMPANY

Defendant,

\_\_\_\_\_/

**PLAINTIFF'S INITIAL DISCOVERY DISCLOSURES PURSUANT TO FLORIDA  
RULE OF CIVIL PROCEDURE 1.280**

Plaintiff, by and through the undersigned counsel, makes the following initial disclosures as required by Florida Rule of Civil Procedure 1.280:

**INDIVIDUALS WITH DISCOVERABLE INFORMATION**

1. Plaintiff's Corporate Representative.
2. Claimant, who was injured in this accident and received services provided by Plaintiff. will have knowledge of the accident, injuries sustained from the accident, and any treatment received.
3. Treating provider(s) will have knowledge of the services Plaintiff provided Claimant and the reasonableness, relatedness, and medical necessity of same.
4. Defendant's litigation adjuster with the most knowledge of subject claim.
5. Defendant's pre-litigation adjuster with the most knowledge of subject claim.
6. Defendant's underwriting representative with most knowledge of subject policy.
7. Any and all adjusters/representatives for Defendant who handled the underlying claim.
8. Any and all chiropractors and/or medical doctors and/or physicians' assistants and/or advanced registered nurse practitioners and/or physical therapists and/or other providers who treated Claimant in the underlying claim will have knowledge of their treatment provided to Claimant.
9. Records custodians for any other providers who treated Claimant in the underlying claim will have knowledge of the authenticity of the records.
10. The named insured(s), including the named insured who signed the underlying application for insurance.
11. Any and all individuals named in Defendant's initial discovery disclosures.

Plaintiff reserves the right to amend its disclosure of individuals with discoverable information and will file a Witness List as required by any trial order issued by the Court.

## **RELEVANT DOCUMENTS IN SUPPORT OF CLAIM**

1. Plaintiff's patient file for Claimant, including but not limited to, ledger reflecting all medical charges, HCFAS/CMS forms/bills, treatment notes, progress notes, examination reports/medical reports, x-ray/MRI reports and corresponding films, intake forms filled out by patient, any and all forms of proofs of mailing the bills and/or records at issue (including but not limited to copies of the envelopes, claim system screenshots, mail logs, fax confirmations, etc.), any notice of initiation of treatment and proof of submission, disclosure and acknowledgement form, etc.
2. Any and all medical records where claimant treated for the accident in question.
3. Any and all documents to be exchanged and/or requested in discovery, including Defendant's entire non-privileged claims file.
4. Copies of the applicable policy and/or declarations page(s) including any amended or renewal declarations pages and the application(s) for insurance.
5. Plaintiff's demand letter(s) to Defendant.
6. Any and all demand response(s) issued by Defendant after receipt of any demand letter(s).
7. Defendant's underwriting guidelines and entire underwriting file including but not limited to proof of premium payments made by the insured, notice(s) of rescission, proof of mailing for notice(s) of rescission, documents related to how the relevant premium(s) were calculated, copies of the endorsed premium refund drafts, etc.
8. Physicians Fee & Coding Guide for year in which services were performed.
9. Any and all documents maintained by and/or available to the agency listed on the underlying application for insurance including but not limited to applications for insurance, declarations pages, proofs of payments/receipt of payments, correspondences with the insured and/or claimant(s), reports and/or searches done prior to and/or in preparation for filling out the application for insurance, etc.
10. Any examinations under oath or sworn statements taken in the underlying claim.

Plaintiff reserves the right to amend its disclosure of individuals with discoverable information and will file an Exhibit List as required by any trial order issued by the Court.

## **INFORMATION RELATED TO CALCULATION OF DAMAGES**

1. Plaintiff previously submitted its Demand Letter(s) Pursuant to Florida Statute Section 627.736(10), which specifies the damages requested therein. Plaintiff incorporates its Demand Letter(s) in this Initial Discovery Disclosure.

## **INSURANCE POLICY**

1. Defendant issued a policy of insurance which provided personal injury protection benefits coverage required by law to comply with Florida Statutes Sections 627.730 thru 627.7405 and inures to the benefit of Claimant. Defendant has a copy of the certified policy of insurance and same is incorporated herein by reference.

**LANDAU & ASSOCIATES, P.A.**

1619 NW 136<sup>th</sup> Avenue

Suite 2C

Sunrise, FL 33323

Telephone (954) 744-8383

Facsimile (954) 391-7805

Email: [efilings@pip-lawyers.com](mailto:efilings@pip-lawyers.com)

By: /S/ Todd A. Landau

TODD A. LANDAU, ESQ.

Florida Bar No. 489433