



25-000169633

ALL-MED CARE, INC. (ASSIGNEE OF LUGO,
ORLANDO)

PLAINTIFF(S)

VS.

RESPONSIVE AUTO INSURANCE COMPANY
(THE)

DEFENDANT(S)

/
SUMMONS, COMPLAINT, DESIGNATION OF EMAIL ADDRESS, SETTLEMENT OFFER

NOTICE OF SERVICE OF PROCESS

NOTICE IS HEREBY GIVEN of acceptance of Service of Process by the of the State of Florida. Said process was received in my office by ELECTRONIC DELIVERY on Tuesday, July 1, 2025 and a copy was forwarded by ELECTRONIC DELIVERY on Wednesday, July 2, 2025 to the designated agent for the named entity as shown below.

RESPONSIVE AUTO INSURANCE COMPANY (THE)
JOHN D MACHUL
SUITE 1000 8151 PETERS ROAD
PLANTATION, FL 33324

***Our office will only serve the initial process (Summons and Complaint) or Subpoena and is not responsible for transmittal of any subsequent filings, pleadings, or documents unless otherwise ordered by the Court pursuant to Florida Rules of Civil Procedure, Rule 1.080.**

ABRAHAM OVADIA
OVADIA LAW GROUP
4800 N. FEDERAL HWY
SUITE D204
BOCA RATON, FL 33431

CC1

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

CASE NO.: 2025-107543-CC-21

ALL-MED CARE, INC.
(assignee of Lugo, Orlando)

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:

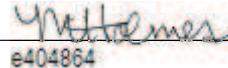
YOU ARE COMMANDED to serve this summons and a copy of the Complaint on
RESPONSIVE AUTO INSURANCE COMPANY (THE),
c/o Florida Chief Financial Officer as RA
Service Process Section
PO Box 6200
Tallahassee, Florida 32314-6200.

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 7/1/2025.

Juan Fernandez-Barquin
Clerk of Court and Comptroller



By:  Mikell Holmes
e404864

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

CASE NO.: 2025-107543-CC-21

ALL-MED CARE, INC. (assignee of Lugo,
Orlando)

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 \$8,835.17 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 11/20/2024, Lugo, Orlando (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 C0000028049.
5. The motor vehicle accident occurred in a location covered by the policy of insurance issued by Defendant to Lugo, Orlando (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 \$16,816.25 for dates of service 11/25/2024 to 01/27/2025. Defendant failed to properly pay Plaintiff's bills. As of the filing of this complaint, only \$1,164.83 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 \$8,835.17 for reasonable, related and medically necessary services rendered by Plaintiff to Claimant on dates of service 11/25/2024 to 01/27/2025.

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 Tuesday, June 24, 2025.

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

/s/ Abe Ovadia

ABRAHAM OVADIA, ESQ.
Florida Bar No. 70189
For Chris Kasper, Esq.
Florida Bar No. 66382

Service Address:
Service@wesetthestandards.com

ALL-MED CARE, INC ASSIGNMENT OF INSURANCE BENEFITS, RELEASE, & DEMAND

I, 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: ALL-MED CARE, 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 contests 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 by 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-redacted 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-redacted 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 us to explain it to you. If you sign below we will assume you understand and agree to the above.

Olivia Marcello Lumb
Patient's Name (please print)

Patient's Signature or Legal Guardian

Date 11/25/2024

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

(Tel) 800.674.9396

June 24, 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:	All-Med Care, Inc. v. Responsive Auto Insurance Company (The)
Claimant:	Lugo, Orlando
Date of Loss:	11/20/2024
Claim Number:	C0000028049
OLG File Number:	PL338237

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,

Abraham Ovadia, Esq. for

Chris Kasper, Esq.

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

CASE NO.: 2025-107543-CC-21

ALL-MED CARE, INC. (assignee of Lugo,
Orlando)

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@wesetthestandards.com**.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished via U.S. Mail to: Responsive Auto Insurance Company (The), 8151 Peters Road, Suite 1000, Plantation, FL, 33324 on this _____ day of _____, 20 ____.

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

/s/ Abe Ovadia

ABRAHAM OVADIA, ESQ.
Florida Bar No. 70189
For Chris Kasper, Esq.
Florida Bar No. 66382

Service Address:
Service@wesetthestandards.com

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

(Tel) 800.674.9396

June 24, 2025

CONFIDENTIAL SETTLEMENT OFFER
(LAWSUIT ALREADY FILED)

Derek Antelo
Responsive Auto Insurance Company (The)
8151 Peters Road Suite 1000
Plantation, FL 33324

In Re:	All-Med Care, Inc. v. Responsive Auto Insurance Company (The)
Claimant:	Lugo, Orlando
Date of Loss:	11/20/2024
Claim Number:	C0000028049
OLG File Number:	PL338237

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) \$8,835.17 as full and final payment for medical benefits (interest waived) payable to All-Med Care, Inc. **and mailed to this law firm;**
- (2) \$4,400.00 in attorney's fees (cost of filing fee included) payable to OVADIA LAW GROUP **and mailed to this law firm** (Tax identification number is 82-0978722);

My office arrived at **\$8,835.17** as being owed by using the following math:

Amount Billed:	\$16,816.25
Deductible Applied:	\$0.00
at 80%:	\$13,453.00 (\$10,000 Policy Limit)
Amount Previously Paid:	\$1,164.83
Amount Owed:	\$8,835.17
Date of Service from	11/25/2024
Date of Service to	01/27/2025

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@wesetthestandards.com.** Offers for less than the full amount requested above will not be accepted. **This offer expires at 5:00 PM the day after the scheduled pre-trial hearing.**

If you believe that our office incorrectly calculated the amount of money owed, failed to apply a deductible, or is seeking benefits in excess of the policy limits then please feel free to call our office to discuss.

Sincerely,

Abraham Ovadia, Esq. for

Chris Kasper, Esq.