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NOTEWORTHY CASES

$240,000 RECOVERY
ON $9,000 POLICY

In the early morning hours of January 29, 2007, our client, a taxi cab driver, was waiting outside a well known “Gentlemen's Club” (Club”) in Broward County, Florida for a fare, as they closed up for the day. He knew most of the people there and was chatting with the Valets. While waiting, several young men came running out of the club. They were visibly upset, so our client told them to calm down and asked them if they needed a ride. In the interim, about half a dozen employees of the Club came running out the front door and a fight ensued between them and the young men. Our client was caught in the middle, was struck and fell to the ground, suffering facial fractures as a result of the incident.

Later that year, in December, 2007, attorney J.P. Gonzalez-Sirgo placed the Club on notice of his representation and requested the Club’s insurance policy. The response came from the "local independent adjuster" assigned by the Club’s insurance company on February 11, 2008 that the subject insurance policy contained an assault and battery endorsement with a limit of $100,000.

Months later, on May 30, 2008, after many requests, the adjuster finally sent a copy of the insurance policy. Our client gave a statement to the insurance company a month later.

J.P. Gonzalez-Sirgo made a comprehensive demand on September 25, 2008, which included all the medical records and bills, for the insured's "policy limits". As reflected in the letter, at that time, our client had given J.P. Gonzalez-Sirgo, his attorney, authority to accept the Club’s limits, whatever they might be. Our client wanted to avoid litigation. This offer was set to expire on October 27, 2008. On that date, the adjuster called and offered as an excuse as to why he has been unable to evaluate the claim: that he had "just received" the packet. However, unbeknownst to him, the packet had been couriered on the 25th and thus could not have been delayed in the mail. Regardless, J.P. Gonzalez-Sirgo courteously granted an extension to November 10, 2008. On November 9th, the adjuster responded this time, not with an offer, but with a request for additional information. J.P. Gonzalez-Sirgo provided that information on November 19, 2008 and gave another extension to tender the limits to December 1, 2008. No response

or additional request was received by that date and suit was filed on January 13, 2009, at which time the matter was forced to proceed into litigation.

Also, during this back and forth, no mention was made as to exact amount of the "policy limits" by the adjuster. During the lawsuit, for the first time in correspondence from the Club's assigned defense lawyer dated August 27, 2009, the insurance company took the position that the assault and battery endorsement in their policy did, in fact, apply and that their policy limits were $100,000, declining limits, based on expenses and claims. No indication in that letter was made as to how much remained on the policy. A month later, on September 28, 2009, $9,000 was offered as the amount of policy limits remaining due to "funds expended on another claim". That was clearly not acceptable. Once that amount was used up, the insurance company for the Club withdrew its defense of the Club, subjecting it to personal liability. By this time J.P. Gonzalez-Sirgo had brought into the case attorney Russell A. Dohan, as bad faith counsel. Facing a trial, and the additional mounting costs of the defense, the parties entered into a Coblentz agreement and consent judgment dated August 19, 2011, for an amount chosen by an independent arbitrator and a Civil Remedy Notice of Insurer Violation was filed on August 29, 2011. Facing a bad faith lawsuit, new counsel for the insurance company requested mediation. On November 8, 2011 the case was settled for over 26 times the policy limits. Our client was very happy.

Another Dismissal of a Foreclosure Action

Our client, a family member of attorney J.P. Gonzalez-Sirgo, sought J.P.'s help when his bank instituted a foreclosure action on his home. Not having the funds to pay for legal services, J.P. agreed to defend him on a contingency fee basis. The bank failed to personally serve our client with the lawsuit, instead attempting to obtain jurisdiction over our client by using constructive service of process or service by publication. We challenged the bank's attempt to obtain jurisdiction over our client is this manner. The bank's position was that it performed a diligent search of our client's whereabouts and that they were not able to locate him in order to personally serve our client. In support of its position, the bank filed affidavits describing the attempts made to locate our client. We set out to take the depositions of those involved in the "diligent search". The depositions proved that anything but a diligent search was made to locate our client. In fact, in our

estimation, the affidavits were fraudulent containing false attempts at locating our client and notarial discrepancies. The Court agreed with our position and dismissed the foreclosure action. The case moved on to a hearing on our motion to tax attorneys' fees and costs wherein the court awarded $36,721.50 to our client. The Bank has stated that it would appeal the Court's decision.