

IN THE DISTRICT COURT OF APPEALS  
THE THIRD JUDICIAL DISTRICT

UNIFIED MEDICAL, LLC, A/A/O  
ROBERTO PRIN,  
Plaintiff,

Case #: 2021-003833-CC-25

v.  
PROGRESSIVE PREFERRED INSURANCE  
COMPANY,  
Defendant.

**UNOPPOSED MOTION TO INCLUDE DECEMBER 5, 2022 HEARING IN RECORD  
ON APPEAL**

COMES NOW, Plaintiff UNIFIED MEDICAL, LLC, A/A/O ROBERTO PRIN, and hereby moved files with this Court the transcript of the hearing dated December 5, 2022, and asserts as follows:

1. We hereon represent the Plaintiff Appellant in this matter.
2. By order of this Court, Defendant-Appellee was supposed to communicate with us the location, name and information of the court reporter that transcribed the December 5, 2022 hearing.
3. This information was conveyed to us and the transcript was received by us on July 6, 2-23. The transcript with notice of filing has been filed on the docket as DE #84. (See Exhibit "A")
4. We have communicated with counsel for Defendant Appellee and they do not object to this motion.

**CERTIFICATE OF SERVICE**

WE HEREBY CERTIFY that a true and correct copy of the foregoing has been filed through the e-portal on this July 7, 2023

RECEIVED, 07/07/2023 03:52:21 PM, Clerk, Third District Court of Appeal

/s/ Jason Tenenbaum

Jason Tenenbaum, Esq.

Florida Bar No.: 0670200

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**EXHIBIT "A"**

IN THE COUNTY COURT OF THE 11th  
JUDICIAL DISTRICT IN AND FOR THE  
COUNTY OF MIAMI-DADE, FLORIDA

UNIFIED MEDICAL, LLC, A/A/O  
ROBERTO PRIN,  
Plaintiff,

Case #: 2021-003833-CC-25

v.  
PROGRESSIVE PREFERRED INSURANCE  
COMPANY,  
Defendant.

---

**NOTICE OF FILING**

COMES NOW, Plaintiff UNIFIED MEDICAL, LLC, A/A/O ROBERTO PRIN, and  
hereby files with this Court the transcript of the hearing dated December 5, 2022

**CERTIFICATE OF SERVICE**

WE HEREBY CERTIFY that a true and correct copy of the foregoing has been filed  
through the e-portal on this July 7, 2023

**/s/ Jason Tenenbaum**

Jason Tenenbaum, Esq.

Florida Bar No.: 0670200

Attorney for Plaintiff

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

CASE NO.: 2021-003833-CC-25 (02)  
CIVIL DIVISION

UNIFIED MEDICAL, LLC, A/A/O  
ROBERTO PRIN,

Plaintiff,

vs.

PROGRESSIVE PREFERRED  
INSURANCE COMPANY,

Defendant.

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HEARING BEFORE: Honorable Jeffrey Rosinek  
DATE: December 5, 2022  
TIME: 1:30 p.m. - 1:54 p.m.  
LOCATION: All Participants Appeared Via  
Videoconference  
REPORTER: Patricia J. Diaz  
Stenograph Shorthand Reporter and  
Notary Public, State of Florida  
at Large.

1 REMOTE APPEARANCES:  
2

3 On Behalf of Plaintiff:

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17  
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19  
20  
21  
22  
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## PROCEEDINGS

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1  
2  
3 THE COURT: Good afternoon. So in this 15-minute  
4 hearing, you have 4,000 motions. Is that what it is  
5 on both sides?

6 MS. COHEN: No. I think it's just -- it's  
7 essentially two motions all based on the same facts.  
8 So it shouldn't be --

9 THE COURT: Which one do you want to take first?  
10 Or if you take the amended complaint, and I grant it,  
11 does that respond and answer everything else?

12 MS. COHEN: No. I mean, Mr. Tenenbaum can speak  
13 on behalf of his motion. But I think all the motion  
14 to amend is asking for is just to add the policy of  
15 insurance, which I essentially have no objection. My  
16 motion is as to the entire litigation.

17 THE COURT: Okay. What we have here then is  
18 defendant's motion. Let's hit it with yours. And  
19 tell me about this limited appearance first.

20 MS. COHEN: Yes. So this is a limited  
21 appearance, because this is a motion to dismiss for  
22 lack of personal jurisdiction. So I will give you  
23 just a quick background.

24 So the plaintiff filed the complaint against  
25 Progressive American Insurance Company initially.

1 They're a separate entity from the current defendant,  
2 Progressive Preferred Insurance Company. So plaintiff  
3 moved to amend the complaint to name the entity that  
4 wrote the subject policy, and that is Progressive  
5 Preferred Insurance Company.

6 At the hearing on the motion to amend,  
7 plaintiff's counsel did not appear, and the Court at  
8 the hearing entered an order amending the complaint to  
9 allow plaintiff to name Progressive Preferred as a  
10 defendant instead of Progressive American, because  
11 Progressive American has nothing to do with this  
12 litigation.

13 THE COURT: So even though it says Unified  
14 Medical versus Progressive American Insurance, the  
15 case really is now Unified Medical versus  
16 Progressive --

17 MS. COHEN: Preferred, right. And I guess the  
18 court docket should have been updated based on the  
19 order on the amended complaint.

20 THE COURT: Okay. What was the date of that? Do  
21 you know?

22 MS. COHEN: Not off the top of my head, I don't.  
23 But I believe it was sometime back in July.

24 THE COURT: I'm looking for the order. I see an  
25 order on June 24th. Let me see what that is.

1 MS. COHEN: Yeah, that's probably it. But it's  
2 really neither here or there. Because regardless of  
3 Progressive Preferred or Progressive American, there  
4 is still no jurisdiction over Progressive Preferred at  
5 this point, who is the proper entity. So do you want  
6 me to wait, or do you want me to continue?

7 THE COURT: Let me just -- I just found it.  
8 Okay. It's fine. Let's continue. Thank you.

9 MS. COHEN: Okay. So all the evidence that we  
10 have in this case shows that the defendant,  
11 Progressive Preferred, is a resident of and an entity  
12 incorporated in the state of Ohio. They don't have  
13 any agents in Florida. They don't transact business  
14 in Florida. They have no business locations in  
15 Florida. They don't write PIP insurance policies in  
16 Florida. This policy was entered into in Ohio. And  
17 under the contract, Ohio law is going to apply under  
18 this specific contract.

19 So this is what the record evidence that  
20 defendant has filed shows, and there's been no record  
21 evidence filed by plaintiff to dispute that at all.  
22 As I'm sure the Court is aware, for a nonresident to  
23 be subject to jurisdiction in Florida, the complaint  
24 has to allege facts that bring it within Florida's  
25 long-arm statute, section 48.193. The nonresident

1 also has to have minimum contacts with the foreign  
2 state which, in this case, is Florida.

3 So here, plaintiff's amended complaint, you can  
4 see paragraph 2. Their jurisdictional allegation is  
5 that defendant was a corporation licensed to transact  
6 business in Florida and maintains agents for  
7 transaction of business in Dade County. Not only is  
8 that contradicted by the record evidence that we have.  
9 It's insufficient. Even if it were true, it's  
10 insufficient to invoke long-arm jurisdiction. So the  
11 complaint is subject to dismissal just based on that  
12 alone. The complaint hasn't alleged long-arm  
13 jurisdiction over this nonresident defendant.

14 But even so, there's also no minimum contacts.  
15 And in "Meyer v. Auto Club Insurance Association,"  
16 492 So. 2d 1314, the Supreme Court held that the  
17 Florida court lacked jurisdiction where the insurer  
18 was a nonresident and had no contacts with the state  
19 of Florida. So this case is almost identical, and I  
20 filed this case law in support. I'm not sure if Your  
21 Honor has had a chance to see the case law that we  
22 filed in support last week, but it was also alleged in  
23 the motion.

24 So the facts are identical. In Meyer, the record  
25 evidence showed that the contract was entered into in

1 Michigan. The insurer was a foreign corporation.  
2 They were authorized and licensed in Michigan, and  
3 they didn't maintain offices or solicit business in  
4 Florida at all. And the Court found that the insurer  
5 had no minimum contacts with Florida and upheld a  
6 dismissal.

7 Just like in Meyer, the only record evidence that  
8 we have in this case shows that the insurer here,  
9 Progressive Preferred, was a foreign corporation that  
10 was authorized and licensed to do business in Ohio and  
11 did not maintain offices or solicit business in  
12 Florida.

13 Based on this, Your Honor, the defendant is  
14 asking that the Court hold that plaintiff has not  
15 alleged sufficient facts to invoke long-arm  
16 jurisdiction and has not established minimum contacts.  
17 And so the complaint should be dismissed for lack of  
18 jurisdiction. And I filed several orders by several  
19 similarly situated courts who have found the same over  
20 these nonresident corporations.

21 Now, it should be noted that plaintiff hasn't  
22 filed any record evidence at all to dispute any of the  
23 things that I'm saying, but they have filed some  
24 unverified and some unsworn filings. And based on  
25 that, I think that they're attempting to argue that

1 the defendant is a subsidiary of a parent corporation  
2 and, based on that, infer that because another  
3 Progressive entity may be an affiliate of that parent  
4 corporation or an affiliate of Progressive Preferred,  
5 does business and has agents and offices in Florida,  
6 that that should somehow infer jurisdiction over this  
7 defendant.

8 But we know that that is not how this is  
9 determined, Your Honor. Courts have rejected this  
10 theory. There's Third DCA case law that I also filed,  
11 the Schumacher case, that the parent and the  
12 subsidiary and its affiliates are separate entities.  
13 Just because one may do business here doesn't mean  
14 that just because Progressive does business in one  
15 place that they could be sued anywhere in the  
16 country -- or does business in multiple states that  
17 this specific defendant could be sued anywhere in the  
18 country.

19 This specific defendant has not subjected itself  
20 to jurisdiction in Florida, because they don't do  
21 business in Florida. They don't underwrite policies  
22 in Florida. They don't have any offices in Florida or  
23 agents in Florida. And plaintiff has failed to show  
24 that Progressive Preferred, this specific entity that  
25 they're attempting to sue, has taken any action to

1 infer jurisdiction over it.

2 Lastly, we have the forum non conveniens issue.  
3 So even if Your Honor doesn't find that the complaint  
4 is subject to dismissal based on the foregoing  
5 argument, there's also forum non conveniens. And in  
6 Florida, the Kinney case governs. And it's 674 So. 2d  
7 86. They discuss a public interest factor. So the  
8 court specifically says that even when the private  
9 conveniences of the litigants are nearly in balance, a  
10 trial court has discretion to grant dismissal upon  
11 finding that retention of jurisdiction would be unduly  
12 burdensome to the community, that there is little or  
13 no public interest in the dispute, or that foreign law  
14 will predominate.

15 So here in Florida, we have the doctrine of lex  
16 loci. It's the law of the jurisdiction where the  
17 contract was entered into that applies. And this  
18 means that the Court would need to apply Ohio law,  
19 should we proceed with this litigation. Obviously, we  
20 know that an Ohio court is in the best position to  
21 apply Ohio law to this litigation. So based on that,  
22 Your Honor, the defendant is moving for a dismissal  
23 for lack of personal jurisdiction and also forum non  
24 conveniens.

25 THE COURT: Thank you. Mr. Tenenbaum.

1 MR. TENENBAUM: Good afternoon, Judge. So I  
2 start with a quote from a Fourth DCA case that I  
3 uploaded today called "TRW Vehicle Safety v. Santiso,"  
4 and that is 980 So. 2d 1149. It quotes a Fifth DCA  
5 case. And here is the quote: "It is well settled in  
6 Florida law that the mere presence of a subsidiary in  
7 Florida, without more, does not subject a non-Florida  
8 corporate parent to long-arm jurisdiction." We agree  
9 with that, but here's the caveat.

10 "However, when a parent exercises sufficient  
11 control over a subsidiary, that control establishes an  
12 agency and supports jurisdiction. The amount of  
13 control exercised by the parent must be high and very  
14 significant."

15 So what you have here, Judge, you have  
16 Progressive, which is the number three insurance  
17 writer in the country, that writes policies in every  
18 single state. The way Progressive works is that they  
19 have separate underwriting companies for separate  
20 books of business, separate risks.

21 Ms. Cohen presented an affidavit from -- I'm not  
22 sure who it was. But here's the question. That  
23 underwriter that signed the affidavit, who do they  
24 work for? I can bet dollars to doughnuts that her  
25 paycheck every week doesn't come from Progressive

1 Preferred. It doesn't come from Progressive American.  
2 It comes from Progressive. Ms. Cohen, who I believe  
3 is in-house counsel who filed a limited appearance,  
4 her paycheck doesn't come from Progressive American.  
5 It doesn't come from Progressive Express. It comes  
6 from Progressive.

7 And why is that, Judge? Because Progressive  
8 Insurance Company employs everybody. Progressive  
9 Insurance Company decides its subsidiaries.  
10 Progressive Insurance Company is a publicly-traded  
11 company. These subsidiaries, they're underwriting  
12 companies that are all employees of Progressive. That  
13 fact as to the employment of the declarant was not  
14 presented anywhere in the affidavit. This is a shell.

15 And by the way, they do this -- having done this  
16 for a million years, they do this because every  
17 underwriting company has different tiers. But in  
18 essence --

19 MS. COHEN: I'm sorry. I'm going to object to  
20 Mr. Tenenbaum's statement of why --

21 MR. TENENBAUM: Excuse me. Can I please speak?  
22 Thank you.

23 THE COURT: She's allowed to object, by the way.

24 MR. TENENBAUM: I have never heard that before,  
25 but okay. So at the end of the day, Judge, what you

1 have here is that Progressive Insurance Company -- and  
2 the record evidence that I produced, the so-called  
3 unsworn evidence, it came from their website, which is  
4 an admission. And essentially, when you look at the  
5 tiers of how Progressive is put together, how their  
6 company is structured, they have different  
7 underwriting companies.

8 So to come here and to say that Progressive  
9 Preferred has no ties, nothing to do with Florida, and  
10 the fact, by the way, that defense counsel has  
11 sandbagged a bunch of Broward County or Miami-Dade  
12 County judges is not dispositive of this case. The  
13 problem is when you actually --

14 THE COURT: I think I'm going to object to that  
15 one, by the way.

16 MR. TENENBAUM: Okay. When you look at the  
17 record evidence, what you can see, though, is that  
18 essentially, they are the type of subsidiary that  
19 would fall under the Fourth DCA long-arm jurisdiction.

20 Alternatively, Judge, should there be an issue of  
21 fact, I would then ask for jurisdictional discovery so  
22 that the affiant they produced, I can ask her a couple  
23 of questions, like who writes her check, who writes  
24 her paycheck, who is she employed by. And the answer  
25 is going to be Progressive. So I think essentially,

1 at the end of the day, their motion to dismiss must  
2 fail on the merits.

3 Secondly as far as choice of law issues, it is an  
4 Ohio policy, and the case has merit on its facts  
5 because Ohio has a medical payments coverage  
6 provision. I think it was a 5,000 med pay coverage  
7 that Progressive decided not to pay. So the case has  
8 merit.

9 As far as a Florida court exercising or  
10 interpreting Ohio law, a Florida court oftentimes,  
11 many times interprets laws of other states. This is  
12 not a complicated issue. I would posit, Judge, that  
13 on its merits, the only issue would be whether or not  
14 services were rendered and whether they were medically  
15 appropriate which, by the way, would be the same  
16 burden as had we been operating or traveling under  
17 Florida law. So I don't believe that on the facts of  
18 this case here, you even reach or even need to get  
19 into --

20 THE COURT: Where did the case begin? Not the  
21 case, but where did the claim begin?

22 MR. TENENBAUM: So the accident was in Florida.  
23 The gentleman, Mr. Prin, from my understanding, is  
24 a -- I think he's actually a Florida resident. He was  
25 driving a truck that was -- we later learned through

1 the prior motion sequence was insured by Progressive  
2 Preferred. It was a Florida accident, Florida  
3 domiciliary. Mr. Prin went to a series of Florida  
4 clinics to receive treatment. So that's the kind of  
5 case.

6 The only caveat here is that the policy itself is  
7 an Ohio policy, not a Florida policy. However, it's  
8 medical payments coverage, which many insurance  
9 companies in the state of Florida do offer. And I bet  
10 dollars to doughnuts that the -- in fact, I know this,  
11 having read the policy. It's the same med payments  
12 language that you would find in any Florida policy.  
13 Remember, medical payments is an optional endorsement.  
14 So that's --

15 THE COURT: How do you argue against the  
16 Schumacher case, jurisdiction?

17 MR. TENENBAUM: Simple. Easy. Because in this  
18 particular case, Progressive Preferred is an  
19 absolute -- you know, they're controlled by the  
20 parent. In other words, Progressive Preferred,  
21 Progressive Select, they don't operate in a vacuum.  
22 Like, in Schumacher and every case that Ms. Cohen  
23 cites, you have subsidiaries that are truly  
24 independent corporations. In that instance, Judge,  
25 yes, she's right. But in these particular cases, you

1 have subsidiary insurance companies that are  
2 underwriting companies that all report to and they are  
3 all employees of Progressive.

4 If Ms. Cohen were to present evidence that these  
5 underwriting companies have their own different  
6 employees, their own different corporate setup, were  
7 true subsidiaries, I wouldn't be here today. I would  
8 have accepted her invitation --

9 THE COURT: Are you saying, though -- let me ask  
10 you this question too. Are you saying that if they  
11 are to pay you, the check would be just Progressive?  
12 It would not be Progressive --

13 MR. TENENBAUM: That's an internal decision who  
14 the bank account is. But the fact of the matter is  
15 the employees are all Progressive.

16 MS. COHEN: There hasn't been any evidence of  
17 that.

18 MR. TENENBAUM: You know what? Let me ask you  
19 this question. In light of my showing, which were  
20 admissions from the website --

21 THE COURT: Are you asking me, or are you asking  
22 Ms. Cohen?

23 MS. COHEN: I don't think that's appropriate.

24 MR. TENENBAUM: I'm asking more in the  
25 hypothetical sense.

1 THE COURT: Okay. Now it's a hypothetical.  
2 That's much better.

3 MR. TENENBAUM: In reality, Judge, I would be  
4 entitled to jurisdictional discovery. Bottom line,  
5 I've made a sufficient showing. If, indeed, this  
6 Court is going to entertain Ms. Cohen's argument, I  
7 would be entitled to jurisdictional discovery at least  
8 to dispel these notions that Progressive Preferred  
9 operates in a vacuum.

10 Because, again, I have had no discovery on the  
11 issue. I got hit with a declaration which, if you  
12 read the declaration, Judge, it doesn't say who this  
13 woman is employed by. It doesn't say that she's  
14 employed by Progressive Preferred. So I believe if  
15 we're going to go down this rabbit hole, I am entitled  
16 to some discovery. And then we can come back here on  
17 a more developed record, and then we can have a more  
18 robust, more accurate argument.

19 But as we sit here today, I would need discovery  
20 on these unique facts. Because, again, it's my  
21 position, and I believe at least my threshold showing  
22 is that Progressive Preferred is a wholly controlled  
23 arm of Progressive General or Progressive's mother  
24 company that clearly does business in Florida. No one  
25 is disagreeing with that aspect.

1 I think the argument here is that this subsidiary  
2 in and of itself doesn't do business in Florida. But  
3 I think that's not the argument in this case under the  
4 Fourth DCA case I cited, Judge.

5 THE COURT: Ms. Cohen.

6 MS. COHEN: Yes, Your Honor. First of all, our  
7 affidavit does say exactly who the affiant is: Jill  
8 Betts. She is a senior claims manager with  
9 Progressive Preferred Insurance Company. So that's  
10 neither here nor there. Regardless, the --

11 THE COURT: Well, I think it's here as opposed to  
12 there. Because even though she may be this, her  
13 paycheck may be coming from someone else.

14 MS. COHEN: Right. So back to the paycheck  
15 example that's used, that in and of itself is not  
16 indicative. So even in the specific case that he is  
17 citing to, Mr. Tenenbaum, in that specific case, the  
18 TRW case, the Court did consider who signed the  
19 paychecks. And they found that that wasn't even a  
20 sufficient -- there were other showings too of how the  
21 corporations were intertwined, but that wasn't even a  
22 sufficient showing.

23 In that case, they actually upheld the motion to  
24 dismiss, I believe, finding that it wasn't enough to  
25 support the alter ego theory. So there has to be a

1 sufficient amount of control. There has to be a  
2 total -- like, a total control over from the parent to  
3 the subsidiary. And in that case, they found that  
4 that wasn't a sufficient showing even that the  
5 paycheck was signed by another.

6 But regardless, in this case, the only record  
7 evidence that we have -- Mr. Tenenbaum hasn't filed  
8 any record evidence. The only record evidence that we  
9 have is the declaration that we filed showing that  
10 Progressive Preferred doesn't do any business in  
11 Florida. And Mr. Tenenbaum hasn't shown that  
12 Progressive Preferred does business or underwrites  
13 policies in Florida.

14 And we can see that they -- you can go on Sunbiz  
15 for -- you can see that they're not a registered  
16 company in Florida. And we see that from the  
17 affidavit. And if you look on the Ohio corporations,  
18 their principal place of business is in Ohio. They  
19 don't write policies in Florida. They don't do  
20 business in Florida, and there hasn't been any showing  
21 to support the alter ego theory that is presented by  
22 Mr. Tenenbaum here.

23 Even if their paycheck is signed by somebody  
24 else, that doesn't mean that somehow that subjects  
25 them to jurisdiction in this case. Just because

1 Progressive signs paychecks for companies that  
2 underwrite in all 50 states, does that -- and I'm not  
3 even saying that that's true. I don't know who the  
4 paychecks are signed by. That's the point, though,  
5 right? Mr. Tenenbaum hasn't filed any evidence of who  
6 the paychecks were signed by.

7 But even if, let's say, Progressive did sign  
8 paychecks for companies that do business in all  
9 50 states, does that mean that they can be sued in all  
10 50 states, any of the subsidiaries, even though those  
11 subsidiaries don't do business in that state? There  
12 hasn't been an allegation of long-arm jurisdiction.

13 And also, his complaint doesn't allege --  
14 plaintiff's complaint does not allege any sufficient  
15 facts for jurisdiction. They actually allege that the  
16 defendant does business in Florida and is authorized  
17 in the state of Florida, which isn't true. That is  
18 incorrect, and it's disputed by the record evidence.

19 So there hasn't been a sufficient jurisdictional  
20 allegation, which is what other courts have found.  
21 And I don't believe anybody was, I guess, in  
22 Mr. Tenenbaum's words, sandbagged into making these  
23 holdings. I believe that this is the law and that in  
24 this particular case specifically and, I guess, in  
25 those cases too, there hasn't been any record evidence

1 to show to the contrary.

2 THE COURT: Thank you. Final argument,  
3 Mr. Tenenbaum.

4 MR. TENENBAUM: My only rebuttal, Judge, is she  
5 talks about record evidence, and all this record  
6 evidence that counsel discusses is within her  
7 exclusive possession and control. The only record  
8 evidence I would have any chance to obtain would be  
9 that which is publicly filed, which shows on the  
10 Progressive website that these are all either  
11 subsidiaries, but it appears, more likely than not,  
12 quite likely, that they're all employees or they're  
13 all -- they all report to and all are essentially  
14 alter egos of Progressive's main company.

15 Unfortunately, I can't unearth what I have not had a  
16 chance to unearth.

17 THE COURT: No, I understand that. Obviously,  
18 discovery could help a lot, and I think that it may  
19 help in the future. I guess I'm going to be a  
20 sandbagged judge today too. I will grant the motion  
21 to dismiss without prejudice and allow you to re-file  
22 with all this information to show us. Right now,  
23 based upon the argument I heard, the motion to dismiss  
24 is granted.

25 MS. COHEN: Thank you, Your Honor.

1 THE COURT: Anything else that needs to be done?

2 MS. COHEN: No. Should we submit an order to the  
3 Court?

4 THE COURT: Forty-eight hours through courtMAP  
5 without prejudice. And notice that, again, with the  
6 opportunity for the plaintiff to re-file and include  
7 the good showing that he needs to show.

8 MS. COHEN: Thank you, Your Honor.

9 THE COURT: Thank you very much. By the way, I  
10 do not take it personally.

11 MS. COHEN: Just for purposes of procedure-wise,  
12 there was a previous order that was entered allowing  
13 Progressive American to move for fees. They retained  
14 jurisdiction. So could we put in this order that we  
15 also retain jurisdiction for the motion for fees for  
16 the prior carrier? Because that motion has already  
17 been filed and is seeking to be set. I just don't  
18 want the case to be closed out completely.

19 THE COURT: Fine.

20 MS. COHEN: Thank you.

21 THE COURT: Anything else? Thank you very much,  
22 folks. I appreciate it.

23 MS. COHEN: No, that's it. Thank you so much,  
24 Your Honor.

25 THE COURT: Forty-eight hours, please. Get the

1 order and put the date of the hearing in, please.

2 Thank you.

3 MS. COHEN: You got it.

4 THE COURT: And I would suggest also put parties  
5 in, the attorneys.

6 MS. COHEN: You got it. Nice meeting you, Your  
7 Honor.

8 (At 1:54 p.m., the hearing was concluded.)

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CERTIFICATE OF REPORTER

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

I, Patricia J. Diaz, Stenograph Shorthand Reporter and Notary Public for the State of Florida at Large, certify that I was authorized to and did stenographically report the foregoing proceedings; that the foregoing transcript, pages 3 through 22, is a true and complete record of the proceedings.

I further certify that I am not a relative, employee, attorney, or counsel of any of the parties, nor am I a relative or employee of any of the parties' attorneys or counsel connected with the action, nor am I financially interested in the action.

Dated this 5th day of December, 2022.

*Patricia J. Diaz*



\_\_\_\_\_  
Patricia J. Diaz  
Stenograph Shorthand Reporter

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