

IN THE THIRD DISTRICT COURT OF APPEAL
STATE OF FLORIDA

CASE NO.: 3D24-0146
L.T. Case No.: 2021-024129 CA 01

AMERICAN COASTAL INSURANCE COMPANY,

Petitioner,

v.

LES FONTAINES CONDOMINIUM ASSOCIATION, INC.,

Respondent.

**SUPPLEMENTAL APPENDIX TO RESPONSE TO PETITION FOR
WRIT OF PROHIBITION**

PAUL B. FELTMAN, ESQ.
Fla. Bar No.: 992046
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Inc.*

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CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing was filed on February 7, 2024, via the Florida Courts E-Filing Portal and sent via e-mailed to:

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Respectfully submitted,

/s/ Paul B. Feltman

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

CASE NO. 21-024129 CA 25

LES FONTAINES CONDOMINIUM
ASSOCIATION, INC.,

Plaintiff,

v.

AMERICAN COASTAL INSURANCE
COMPANY,

Defendant.

_____ /

PLAINTIFF'S REPLY IN SUPPORT OF MOTION TO COMPEL APPRAISAL

Plaintiff Les Fontaines Condominium Association, Inc., by and through undersigned counsel, hereby files its Reply in Support of Motion to Compel Appraisal and states:

1. Appraisal has long been favored as an alternative to often lengthy and costly litigation. See *Sunshine State Ins. Co. v. Rawlins*, 34 So. 3d 753, 755 (Fla. 3d DCA 2010).
2. The insured condominium consists of 269 townhomes located in Hialeah, FL.
3. The subject property was badly damaged by Hurricane Irma on September 10, 2017.
4. Plaintiff promptly reported the claim on September 14, 2017, and allowed Defendant to inspect the claimed damage and investigate the loss¹.

¹ Defendant's Response falsely alleges that the claim was not reported until September 21, 2017.

5. Nevertheless, Defendant did not issue a coverage decision until January 22, 2019 (488 days after the claim was reported). Even then, while Defendant admitted coverage for the loss, Defendant only issued payment in the amount of \$1,030.14.

6. The Policy includes an appraisal provision that states:

2. Appraisal

If we and you disagree on the value of the property or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

7. When an insurance policy contains this type of appraisal provision, the right to appraisal is mandatory, not permissive. Thus, once a demand for appraisal is made, “neither party has the right to deny that demand.” *United Cmty. Ins. Co. v. Lewis*, 642 So. 2d 59, 60 (Fla. 3d DCA 1994).

8. Where, as here, a claim is not wholly denied, an appraisal panel is afforded broad discretion in resolving matters of value, including scope and pricing. See *People’s Trust Ins. Co. v. Garcia*, 263 So. 3d 231, 238 (Fla. 3d DCA 2019) (holding that where insurer does not wholly deny coverage, causation is an amount-of-loss question for the appraisal panel); *Kendall Lakes Townhomes Developer, Inc. v. Agricultural Excess and Surplus Lines Ins. Co.*, 916 So. 2d 12, 16 (Fla. 3d DCA 2005) (same); *Johnson v. Nationwide Mut. Ins. Co.*, 828 So. 2d 1021, 1025 (Fla. 2002) (same).

9. The appraisal panel is to handle all issues related to determining the value of the loss within the confines of the appraisal process. See *Noa v. Florida Ins. Guar. Ass'n*, 215 So. 3d 141, 143 (Fla. 3d DCA 2017) (holding that “the appraisers are charged with determining the amount of the loss when an insurer admits there is a covered loss and there is a disagreement regarding the amount of the loss”); *Cincinnati Ins. Co. v. Cannon Ranch Partners, Inc.*, 162 So. 3d 140, 143 (Fla. 2d. DCA 2014) (“[W]hen the insurer admits that there is a covered loss, any dispute on the amount of loss suffered is appropriate for appraisal”).

10. The limited purpose and scope of an evidentiary hearing on a motion to compel appraisal is to determine if the parties have a “dispute as to the amount of the loss,” and are thereby entitled to proceed to appraisal. *United Prop. and Cas. Ins. Co. v. Concepcion*, 83 So. 3d 908, 909-10 (Fla. 3d DCA 2012).

11. “In order to make a preliminary determination that there is a disagreement between the insurer and the insured regarding the amount of the loss, the trial court must be satisfied of the insured’s compliance with the policy’s post-loss conditions.” *Id.* at 910.

12. Motions to compel appraisal were previously resolved at 5-minute motion calendar hearings and routinely granted. The effect of the expedited setting of damages through appraisal, usually resulted in the parties settling their differences without further litigation, which obviated the need for Florida insureds to have to wait years for the funds to repair their properties.

13. The law has since changed and now requires that trial courts conduct evidentiary hearings where an insurer disputes an insured’s compliance with post-loss obligations. See *Citizens Prop. Ins. Corp. v. Maytin*, 51 So. 3d 591 (Fla. 3d DCA 2010);

Citizens Prop. Ins. Corp. v. Galeria Villas Condo. Assn., Inc., 48 So. 3d 188 (Fla. 3d DCA 2010).

14. The preliminary determination in such hearings is whether an arbitrable issue exists. *Citizens Prop. Ins. Corp. v. Mango Hill Cond. Assn. 12 Inc.*, 54 So. 3d 578, 581 (Fla. 3d DCA 2011).

15. An arbitrable issue exists where “a disagreement as to the amount of the loss exists between the parties” and there has been “some meaningful exchange of information sufficient for each party to arrive at a conclusion”. *Id.* (citing *U.S. Fid. & Guar. Co. v. Romay*, 744 So. 2d 467, 469-70 (Fla. 3d DCA 1999)).

16. In other words, Plaintiff needs to establish that it provided Defendant with an independent means by which to determine the amount of the loss, as opposed to relying solely on Plaintiff’s representations. See *Scottsdale Ins. Co. v. University at 107th Avenue, Inc.*, 827 So. 2d 1016 (Fla. 3d DCA 2002) (quoting *Romay* at 471, n. 4).

17. The evidence presented by Plaintiff will reflect that Defendant has already independently determined the amount of the loss and had a reasonable opportunity to investigate and value the loss. Plaintiff disagrees with Defendant’s valuation of the loss and has repeatedly elected appraisal as the contractually agreed means of resolving the parties’ dispute as to the scope and amount of the loss. Ultimately, it is indisputable that Defendant is in possession of sufficient information to establish that a dispute exists as to the scope and amount of the loss and, as a result, appraisal is properly compelled.

PLAINTIFF TIMELY DEMANDED APPRAISAL

18. Defendant’s Response opposes appraisal and argues that Plaintiff’s demand for appraisal is untimely.

19. Defendant falsely alleges that Plaintiff did not demand appraisal until Plaintiff filed its Motion to Compel Appraisal on February 4, 2022.

20. Plaintiff first demanded appraisal on July 2, 2019 following receipt of Defendant's coverage determination letter:

Despite this, unless you are knowingly holding undisputed payment, it is clear that we have a dispute as to amount. As such **we hereby formally invoke appraisal** and name Frank Inguanzo of Epic Group as appraiser.

Considering the lengthy and deficient adjustment of this claim, I ask that you expeditiously name your appraiser, no later than 5pm July 9, 2019.

Time is of the essence.

BEST REGARDS,

LEO H. DA SILVA II, ESQ.

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21. Defendant failed to name its appraiser as required by the Policy and, indeed, completely ignored Plaintiff's demand for appraisal.

22. On August 14, 2019, Plaintiff reiterated its prior demand for appraisal and again requested a response from Defendant:

To whom it may concern:

I have formally invoked appraisal in this matter, and I am yet to hear back from the carrier acquiescing to same. Please respond so that may we conclude this matter.

BEST REGARDS,

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23. Despite now arguing that Plaintiff first demanded appraisal after filing suit, Defendant actually responded to Plaintiff's pre-suit demands for appraisal on August 16, 2019, improperly rejecting appraisal.

24. On October 29, 2021, Plaintiff filed its Complaint and again demanded appraisal as part of its requested relief.

25. Then, on February 4, 2022, Plaintiff demanded appraisal for the fourth time and filed its Motion to Compel Appraisal.

26. Defendant erroneously argues, relying on non-binding cases from the Fifth District, that Plaintiff somehow waived its right to appraisal by not demanding it until after suit was filed.

27. This argument is factually incorrect as reflected in the attached e-mails.

28. However, the result would be the same even if Plaintiff did not demand appraisal prior to filing its lawsuit.

29. It has long been the law in the Third District that a party may demand appraisal post-suit, particularly where, as here, the demand is made at the start of the litigation. See *Gonzalez v. State Farm Fire & Cas. Co. v. Gonzalez*, 805 So. 2d 814, 817-18 (Fla. 3d DCA 2000) (rejecting argument that appraisal was waived because “[n]othing in the insurance policy or the law mandates presuit appraisal”).

30. The Policy here, like the policy in *Gonzalez*, does not require a pre-suit demand for appraisal.

PLAINTIFF’S CONDUCT DID NOT WAIVE ITS RIGHT TO APPRAISAL

31. Defendant’s Response then argues that Plaintiff somehow waived its right to appraisal based on its post-litigation conduct.

32. Defendant is again wrong.

33. A waiver of the right to appraisal “occurs only when a party engages in conduct inconsistent with that right”. *Travelers of Florida v. Stormont*, 43 So. 3d 941, 945

(Fla. 3d DCA 2010).

34. Defendant argues that Plaintiff waived appraisal because its lawsuit is predicated upon grounds other than Defendant's declination of appraisal.

35. This argument lacks any merit.

36. Plaintiff demanded appraisal as part of the relief requested in its Complaint; specifically demanding appraisal in both Counts I and II of the Complaint.

37. Plaintiff then subsequently moved to compel appraisal and did not engage in merits-based litigation prior to again invoking appraisal.

38. That Plaintiff served initial discovery requests with the Complaint is of no consequence as the discovery was limited and specifically tailored to the issues to be decided by the Court at the upcoming evidentiary hearing on Plaintiff's Motion (*i.e.* compliance with post-loss conditions and disagreement as to the scope and amount of the loss).

39. Defendant cites no case that suggests that engaging in limited discovery related to appraisal issues amounts to a waiver. No such case exists.

40. "[T]he question of waiver of appraisal is not solely about the length of time the case is pending or the number of filings the appraisal-seeking party made. Instead, the primary focus is whether [the insureds] acted inconsistently with their appraisal rights." *Florida Ins. Guar. Ass'n v. Branco*, 148 So. 3d 488, 493 (Fla. 5th DCA 2014).

41. A review of the docket reflects that all litigation in this case has been limited to appraisal-related issues, such as Plaintiff's motion to stay discovery pending a ruling on its motion to compel appraisal and Plaintiff's multiple motions to set a hearing on the appraisal motion or prevent Defendant from again trying to cancel the hearing.

42. Defendant simply lacks any meritorious argument that Plaintiff acted inconsistent with its right to appraisal.

PLAINTIFF'S DEMAND FOR APPRAISAL IS RIPE

43. Defendant's Response then argues that appraisal is premature because Plaintiff did not comply with its post-loss obligations.

44. Appraisal is considered premature "when one party has not provided a meaningful exchange of information sufficient to substantiate the existence of a genuine disagreement". *Redlhammer v. ASI Preferred Ins. Corp.*, 337 So. 3d 421, 423 (Fla. 3d DCA 2021).

45. "[T]he nature of the post-loss obligations is merely to provide the insurer with an independent means by which to determine the amount of loss, as opposed to relying solely on the representations of the insured." *University at 107th Avenue, Inc.*, 827 So. 2d at 1016; *see also Clockwork PH3, LLC v. Clear Blue Specialty Ins. Co.*, 2023 WL 6247595, at *4 (M.D. Fla. 2023) (applying Florida law) (endorsing substantial compliance standard as appraisal is conditioned on the receipt of adequate information to determine the loss, not complete perfect information and cautioning that the use of a draconian standard would allow insurers to "easily elude appraisal by making onerous demands until the insured failed to deliver in some miniscule way. Post-loss conditions are meant to provide the insurers with a 'shield' from being disadvantaged during the appraisal process, not a 'sword'.").

46. Thus, unsurprisingly, the Third District has repeatedly held that that the insured's provision of a competing estimate is enough to create the type of informed disagreement necessary to trigger a policy's appraisal provision. *See Certain Underwriters*

at *Lloyd's v. Lago Grande 5-D Condo. Ass'n, Inc.*, 337 So. 3d 1277, 1280 (Fla. 3d DCA 2022) (noting that “for there to be a disagreement, the insurance company must be put on notice that the insured’s damage estimate is different from the insurer’s estimate and scope of repairs”); *Redlhammer*, 337 So. 3d at 423 (competing estimate from insurer was needed to create informed disagreement necessary to invoke appraisal); *Heritage Prop. & Cas. Ins. Co. v. Virginia Gardens Condo. Ass'n, Inc.*, 322 So. 3d 1230, 1231 (Fla. 3d DCA 2021) (rejecting “Heritage’s principal argument that that the insured’s repair estimate did not evidence a disagreement on the scope of a covered loss”); *Barbato v. State Farm Florida Ins. Co.*, 319 So. 3d 96, 97 (Fla. 3d DCA 2021) (affirming order compelling appraisal and noting that “[f]or there to be a disagreement, the insurance company must be on notice that the insured’s damages estimate is different from the insurer’s estimate and scope of repairs”); *People’s Trust Ins. Co. v. Ortega*, 306 So. 3d 280, 285 (Fla. 3d DCA 2020) (holding that competing estimate is sufficient to create the disagreement needed to trigger a policy’s appraisal provision).²

47. Unfortunately, rather than submit the claim to appraisal in accordance with the policy’s terms, Defendant chose to engage in a scorched earth campaign of harassment under the guise of post-loss obligations.

48. Insurers, such as Defendant, should not be allowed to abuse and weaponize post-loss obligations to frustrate an insured’s contractual right to appraisal. See *Allstate Floridian Ins. Co. v. Farmer*, 104 So. 3d 1242, 1250 (Fla. 5th DCA 2012) (“an insurer’s ability to avoid coverage based on an insured’s failure to [comply with a post-loss obligation, such as submitting a form], in the absence of prejudice is akin to

² It is undisputed that Plaintiff provided Defendant with an estimate and signed sworn proof of loss prior to filing suit.

winning on a technicality and violates the general rule against forfeiture”); *Whistler’s Park, Inc. v. Fla. Ins. Guar.*, 90 So. 3d 841, 845 (Fla. 5th DCA 2012) (admonishing cottage industry of post-loss obligation litigation and holding that the “actual, if unglamorous, true purpose of [post-loss obligations] - verification of the insured’s loss – has been lost in this larger battle”).

49. Additionally, while an insurance policy may give the insurer the right to conduct an examination under oath, this right is not unbridled and does not give the insurer the right to engage in bad faith or harassing conduct during the examination. See *De Leon v. Great American Assurance Co.*, 78 So. 3d 585, (Fla. 3d DCA 2011) (admonishing carrier for bad faith and harassing conduct during examination under oath of insurer).

50. The evidence reflects that Plaintiff complied with Defendant’s reasonable post-loss requests and yet has been repeatedly accused (falsely) of not providing documents.

51. For example, on March 12, 2020, Plaintiff sent Defendant the documents requested or advised that the documents did not exist.

52. Then, on April 14, 2020, Plaintiff resent Defendant the documents previously produced on March 12, 2020.

53. Then, on July 14, 2020, Defendant accused Plaintiff of not producing documents prior to the examination under oath of Plaintiff’s board president.

54. On July 16, 2020, Plaintiff responded that the documents had in fact been produced on March 12, 2020 and then again on April 14, 2020 and then produced the documents again for a third time.

55. Defendant's Response largely ignores the substantial documents that were produced by Plaintiff on March 12, 2020, April 14, 2020, July 16, 2020, August 28, 2020, and October 9, 2020.

56. The tenor of Defendant's Response, as Defendant's pre-suit communications, suggests that that Defendant is either unaware of the document productions by Plaintiff, has not fully apprised itself and its counsel of what was produced or, worse, is intentionally trying to mislead the Court.

57. For example, Defendant's Response accuses the Plaintiff of not producing information regarding owner-occupied versus tenant-occupied units.

58. This information is immaterial to the loss. Regardless, the information was produced by Plaintiff on August 28, 2020.

59. Defendant also accuses Plaintiff of not producing its by-laws.

60. The by-laws have been publicly available since they were recorded in 1996. Regardless, the by-laws were produced by Plaintiff on August 28, 2020, not after Plaintiff filed suit as falsely alleged by Defendant.

61. Defendant also accuses Plaintiff of not producing repair or maintenance records. However, these repair and maintenance documents were produced by Plaintiff on March 12, 2020, April 14, 2020, July 16, 2020 and August 28, 2020.

62. Perhaps most egregious, Defendant has accused Plaintiff of not producing documents identifying Plaintiff's prior insurance carrier.

63. Defendant has been the Plaintiff's insurance carrier since 2013 and was advised of this on August 28, 2020.

64. To date, Plaintiff has produced estimates, a sworn proof of loss and scores of documents and photographs to substantiate its loss.

65. Plaintiff's board president and property manager also submitted themselves to several hours of examination at Defendant's request.

66. Plaintiff also agreed to make its assistant property manager available for an examination under oath.

67. In March of 2021, Plaintiff asked that the examination under oath of its assistant property manager be rescheduled. However, rather than agree to a simple reschedule request, Defendant refused to reschedule the examination and denied the claim based on purported failure to comply with post-loss obligations.

68. Defendant has (and has had) all the information it reasonably needs to evaluate the loss. There is more than sufficient information in Defendant's possession to demonstrate an arbitrable issue, namely the scope and amount of the loss. Thus, Plaintiff's Motion to Compel Appraisal should be granted.

CAUSATION IS AN ISSUE FOR THE APPRAISAL PANEL

69. Lastly, Defendant argues that it has potential coverage defenses.

70. The existence of coverage defenses does not preclude appraisal as the Court has the authority to order appraisal and allow the case to proceed on a "dual track basis", meaning the appraisal panel can determine the amount of the loss even in the face of any alleged coverage defenses. *See Rawlins*, 34 So. 3d at 754 (allowing case to proceed on dual track "saves judicial resources which might otherwise be required in resolving the factual and legal issues involved in the [coverage issue] by a relatively swift and informal decision by the appraisers as to the amount of the loss").

71. Moreover, as set forth above, causation is a matter within the purview of the appraisal panel. *Garcia*, 263 So. 3d at 238 (Fla. 3d DCA 2019) (holding that where insurer does not wholly deny coverage, causation is an amount-of-loss question for the appraisal panel); *Kendall Lakes Townhomes*, 916 So. 2d at 16 (Fla. 3d DCA 2005) (same); *Johnson*, 828 So. 2d at 1025 (Fla. 3d DCA 2002) (same).

72. The division of responsibility between the appraisers and court is therefore clear. The appraisers determine the amount of the loss, which includes calculating the cost of repair or replacement of property damaged, and ascertaining how much of the damage was caused by a covered peril as opposed to things such as “normal wear and tear, dry rot, or various other designated, excluded causes.” *Citizens Property Insurance Corp. v. River Manor Condo. Ass’n. Inc.*, 125 So. 3d 846, 853 (Fla. 4th DCA 2013) quoting *Johnson*, 828 So.2d at 1025 (Fla.2002).

73. As a matter of law, Defendant’s defenses do not preclude appraisal of the loss and is not a proper legal opposition to Plaintiff’s Motion.

CONCLUSION

Plaintiff’s appraisal demand is ripe because there is a disagreement between the parties regarding the scope and amount of the loss and Plaintiff has complied with its post-loss obligations under the Policy. Accordingly, for all the foregoing reasons, as well as those argued in Plaintiff’s Motion to Compel Appraisal and Stay the Action and those to be argued at the upcoming evidentiary hearing on said motion, Plaintiff respectfully requests that the Court enter an Order compelling appraisal.

Respectfully submitted,

COMMERCIAL CLAIMS LAW GROUP, PLLC

Attorneys for Plaintiff

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By: /s/ Miguel R. Lara

LEONARDO H. DA SILVA

Florida Bar No. 63259

MIGUEL R. LARA

Florida Bar No. 41334

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was filed on November 27, 2023 via the Florida Courts E-Filing Portal and e-mailed to:

Linda M. Berns, Esq. Hope C. Zelinger, Esq. Bressler Amery & Ross, P.C. 200 East Las Olas Blvd., Suite 1500 Fort Lauderdale, FL 33301 <i>Attorneys for Defendant</i>	MIInsurance@bressler.com hzelinger@bressler.com lberns@bressler.com benel@bressler.com tvassell@bressler.com
---	--

By: /s/ Miguel R. Lara

Miguel R. Lara

Julisa Zuluaga

From: Julisa Zuluaga
Sent: Monday, July 25, 2022 1:10 PM
To: Pamela J. Wildfeuer; Seth J. Feintuch
Cc: Miguel R. Lara; Daurys Estevez
Subject: RE: Les Fontaines v. American Coastal; Case No.: 21-024129 CA 25; 2015-023

Follow Up Flag: Follow up
Flag Status: Completed

Thank you.

Please place a hold in your calendar, I will forward you a copy of the notice upon filing.

Best regards,
Julisa Zuluaga, C.P.
Paralegal to Attorneys:
Leonardo H. Da Silva, Esq.
Miguel R. Lara, Esq.
David M. Alvarez, Esq.

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From: Pamela J. Wildfeuer <PWildfeuer@bressler.com>
Sent: Friday, July 22, 2022 5:06 PM
To: Julisa Zuluaga <jzuluaga@afdc.legal>; Seth J. Feintuch <SFeintuch@bressler.com>
Cc: Miguel R. Lara <mlara@afdc.legal>; Daurys Estevez <destevez@afdc.legal>
Subject: RE: Les Fontaines v. American Coastal; Case No.: 21-024129 CA 25; 2015-023

Hi Jullisa,

Mr. Feintuch is available. Please schedule.

Thank you,

Pamela J. Wildfeuer

Legal Assistant to Seth J. Feintuch, Esq.



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From: Julisa Zuluaga <jzuluaga@afdc.legal>
Sent: Friday, July 22, 2022 3:59 PM
To: Pamela J. Wildfeuer <PWildfeuer@bressler.com>; Seth J. Feintuch <SFeintuch@bressler.com>
Cc: Miguel R. Lara <mlara@afdc.legal>; Daurys Estevez <destevez@afdc.legal>
Subject: Re: Les Fontaines v. American Coastal; Case No.: 21-024129 CA 25; 2015-023

Good afternoon,

At this time, our office would like to coordinate an evidentiary special hearing on Plaintiff's Motion to Compel Appraisal and Stay the Action before Judge Valerie R. Manno Schurr. My attorney believe one (1) hour should suffice for both parties to complete argument. Please advise as soon possible if your office is available on **October 27th at 10:00 a.m.**

Please be advised that the failure to respond to this request will lead to unilaterally set the hearing.

Thank you.

Best regards,
Julisa Zuluaga, C.P.
Paralegal to Attorneys:
Leonardo H. Da Silva, Esq.
Miguel R. Lara, Esq.
David M. Alvarez, Esq.

Alvarez, Feltman, Da Silva & Costa, PL
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From: Julisa Zuluaga
Sent: Tuesday, July 12, 2022 12:26 PM
To: Pamela J. Wildfeuer <PWildfeuer@bressler.com>; Seth J. Feintuch <SFeintuch@bressler.com>
Cc: Miguel R. Lara <mlara@afdc.legal>; Daurys Estevez <destevez@afdc.legal>
Subject: RE: Re: Les Fontaines v. American Coastal; Case No.: 21-024129 CA 25; 2015-023

Good afternoon,

Unfortunately, the Judge is no longer available on September 30th and there are no more Special Sets in Court Map at this time. We will have to keep our CMC hearing on July 20th at 9:00 a.m.

Thank you.

Best regards,
Julisa Zuluaga, C.P.
Paralegal to Attorneys:
Leonardo H. Da Silva, Esq.
Miguel R. Lara, Esq.
David M. Alvarez, Esq.

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From: Pamela J. Wildfeuer <PWildfeuer@bressler.com>
Sent: Monday, July 11, 2022 6:23 PM
To: Julisa Zuluaga <jzuluaga@afdc.legal>; Seth J. Feintuch <SFeintuch@bressler.com>
Cc: Miguel R. Lara <mlara@afdc.legal>; Daurys Estevez <destevez@afdc.legal>
Subject: RE: Re: Les Fontaines v. American Coastal; Case No.: 21-024129 CA 25; 2015-023

Hi Julisa:


I apologize for my delayed response but I was out of the office all week serving on a jury trial.

Our office is available on September 30th at 9:30 for Hearing. That being said will you be cancelling the unilaterally set Hearing on July 20th?

As such, please advise and thank you,

Pamela J. Wildfeuer

Legal Assistant to Seth J. Feintuch, Esq.

 **Bressler**
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From: Julisa Zuluaga <jzuluaga@afdc.legal>
Sent: Tuesday, July 5, 2022 4:21 PM
To: MIA Insurance <MIAInsurance@bressler.com>; Seth J. Feintuch <SFeintuch@bressler.com>; Hope Zelinger <HZelinger@bressler.com>; Pamela J. Wildfeuer <PWildfeuer@bressler.com>

Cc: Miguel R. Lara <mlara@afdc.legal>; Daurys Estevez <destevez@afdc.legal>

Subject: RE: Re: Les Fontaines v. American Coastal; Case No.: 21-024129 CA 25; 2015-023

Good afternoon,

I'm following up on the below. Please kindly advise if your office is available on September 30th at 9:30 a.m.

Thank you.

Best regards,

Julisa Zuluaga, C.P.

Paralegal to Attorneys:

Leonardo H. Da Silva, Esq.

Miguel R. Lara, Esq.

David M. Alvarez, Esq.

Alvarez, Feltman, Da Silva & Costa, PL

2525 S.W. 27th Avenue, Suite 200

Miami, FL 33133

Telephone 786.409.6000

E-Mail: JZULUAGA@AFDC.LEGAL

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From: Julisa Zuluaga

Sent: Tuesday, June 28, 2022 12:28 PM

To: MIA Insurance <MIAInsurance@bressler.com>; Seth J. Feintuch <sfeintuch@bressler.com>; Hope Zelinger <HZelinger@bressler.com>; Pamela J. Wildfeuer <pwildfeuer@bressler.com>

Cc: Miguel R. Lara <mlara@afdc.legal>; Daurys Estevez <destevez@afdc.legal>

Subject: Re: Les Fontaines v. American Coastal; Case No.: 21-024129 CA 25; 2015-023

Good afternoon,

In regards to the above referenced matter, our office would like to coordinate an evidentiary special hearing on *Plaintiff's Motion to Compel Appraisal and Stay the Action* before Judge Valerie R. Manno Schurr. My attorneys believe two (2) hours should suffice for both parties to complete argument. Please see below available dates and advise:

- September 27th
 - September 29th
- Both dates commencing at 1:30 p.m.

Please kindly confirm your availability for one of the proposed dates in order to secure same with the Court and notice the hearing accordingly. Your prompt response is appreciated.

Thank you and please do not hesitate to contact my attorneys with any questions or concerns.

Best regards,

Julisa Zuluaga, C.P.

Paralegal to Attorneys:

Leonardo H. Da Silva, Esq.

Miguel R. Lara, Esq.
David M. Alvarez, Esq.

Alvarez, Feltman, Da Silva & Costa, PL
2525 S.W. 27th Avenue, Suite 200
Miami, FL 33133
Telephone 786.409.6000
E-Mail: JZULUAGA@AFDC.LEGAL

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Julisa Zuluaga

From: Julisa Zuluaga
Sent: Tuesday, June 14, 2022 4:00 PM
To: Miguel R. Lara
Cc: Daurys Estevez
Subject: RE: Re: Les Fontaines v. American Coastal; Case No.: 21-024129 CA 25; 2015-023; 3rd and last Request

Filed.

Best regards,
Julisa Zuluaga, C.P.
Paralegal to Attorneys:
Leonardo H. Da Silva, Esq.
Miguel R. Lara, Esq.
David M. Alvarez, Esq.

Alvarez, Feltman, Da Silva & Costa, PL
2525 S.W. 27th Avenue, Suite 200
Miami, FL 33133
Telephone 786.409.6000
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From: Miguel R. Lara <mlara@afdc.legal>
Sent: Tuesday, June 14, 2022 3:48 PM
To: Julisa Zuluaga <jzuluaga@afdc.legal>
Cc: Daurys Estevez <destevez@afdc.legal>
Subject: RE: Re: Les Fontaines v. American Coastal; Case No.: 21-024129 CA 25; 2015-023; 3rd and last Request

Yes, just change the title of the document. It's saved as the NOH for a different motion.

Best Regards,



MIGUEL R. LARA, ESQ.

ALVAREZ FELTMAN DA SILVA & COSTA, P.L.
2525 S.W. 27th Avenue, Suite 200
Miami, FL 33133
Tel: 786.409.6000
Email: mlara@afdc.legal
Website: www.afdlegal.com

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From: Julisa Zuluaga <jzuluaga@afdc.legal>
Sent: Tuesday, June 14, 2022 3:46 PM
To: Miguel R. Lara <mlara@afdc.legal>
Cc: Daurys Estevez <destevez@afdc.legal>
Subject: RE: Re: Les Fontaines v. American Coastal; Case No.: 21-024129 CA 25; 2015-023; 3rd and last Request

Migs,

Please see NOH attached and let me know if good to go.

Thank you.

Best regards,
Julisa Zuluaga, C.P.
Paralegal to Attorneys:
Leonardo H. Da Silva, Esq.
Miguel R. Lara, Esq.
David M. Alvarez, Esq.

Alvarez, Feltman, Da Silva & Costa, PL
2525 S.W. 27th Avenue, Suite 200
Miami, FL 33133
Telephone 786.409.6000
E-Mail: JZULUAGA@AFDC.LEGAL

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From: Miguel R. Lara <mlara@afdc.legal>
Sent: Monday, June 13, 2022 6:36 PM
To: Julisa Zuluaga <jzuluaga@afdc.legal>
Cc: Daurys Estevez <destevez@afdc.legal>
Subject: RE: Re: Les Fontaines v. American Coastal; Case No.: 21-024129 CA 25; 2015-023; 3rd and last Request

Set it

Best Regards,



MIGUEL R. LARA, ESQ.

ALVAREZ FELTMAN DA SILVA & COSTA, P.L.
2525 S.W. 27th Avenue, Suite 200
Miami, FL 33133
Tel: 786.409.6000
Email: mlara@afdc.legal
Website: www.afdlegal.com

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From: Julisa Zuluaga <jzuluaga@afdc.legal>
Sent: Monday, June 13, 2022 4:10 PM
To: Miguel R. Lara <mlara@afdc.legal>
Cc: Daurys Estevez <destevez@afdc.legal>
Subject: FW: Re: Les Fontaines v. American Coastal; Case No.: 21-024129 CA 25; 2015-023; 3rd and last Request

Migs,

Please see below and let me know if you want me to set this hearing unilaterally.

Thanks.

Best regards,
Julisa Zuluaga, C.P.
Paralegal to Attorneys:
Leonardo H. Da Silva, Esq.
Miguel R. Lara, Esq.
David M. Alvarez, Esq.

Alvarez, Feltman, Da Silva & Costa, PL
2525 S.W. 27th Avenue, Suite 200
Miami, FL 33133
Telephone 786.409.6000
E-Mail: JZULUAGA@AFDC.LEGAL

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From: Julisa Zuluaga
Sent: Friday, June 10, 2022 9:37 AM
To: MIA Insurance <MIAInsurance@bressler.com>; sfeintuch@bressler.com; Hope Zelinger <HZelinger@bressler.com>; pwildfeuer@bressler.com
Cc: Miguel R. Lara <mlara@afdc.legal>; Daurys Estevez <destevez@afdc.legal>
Subject: RE: Re: Les Fontaines v. American Coastal; Case No.: 21-024129 CA 25; 2015-023; 3rd and last Request

Good morning,

I'm following up on the below. Please advise if your office is available on July 19th or July 20th at 9:00 a.m.

Please be advised that the failure to respond to this request will lead to unilaterally set the hearing.

Thank you.

Best regards,
Julisa Zuluaga, C.P.
Paralegal to Attorneys:
Leonardo H. Da Silva, Esq.
Miguel R. Lara, Esq.
David M. Alvarez, Esq.

Alvarez, Feltman, Da Silva & Costa, PL
2525 S.W. 27th Avenue, Suite 200
Miami, FL 33133

Telephone 786.409.6000
E-Mail: JZULUAGA@AFDC.LEGAL

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From: Julisa Zuluaga
Sent: Wednesday, June 8, 2022 3:32 PM
To: MIA Insurance <MIAInsurance@bressler.com>; sfeintuch@bressler.com; Hope Zelinger <HZelinger@bressler.com>; pwildfeuer@bressler.com
Cc: Miguel R. Lara <mlara@afdc.legal>; Daurys Estevez <destevez@afdc.legal>
Subject: RE: Re: Les Fontaines v. American Coastal; Case No.: 21-024129 CA 25; 2015-023; 2nd Request

Good afternoon,

I'm following up on the below. Please kindly advise.

Thank you.

Best regards,
Julisa Zuluaga, C.P.
Paralegal to Attorneys:
Leonardo H. Da Silva, Esq.
Miguel R. Lara, Esq.
David M. Alvarez, Esq.

Alvarez, Feltman, Da Silva & Costa, PL
2525 S.W. 27th Avenue, Suite 200
Miami, FL 33133
Telephone 786.409.6000
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From: Julisa Zuluaga
Sent: Monday, June 6, 2022 11:29 AM
To: MIA Insurance <MIAInsurance@bressler.com>; sfeintuch@bressler.com; Hope Zelinger <HZelinger@bressler.com>; pwildfeuer@bressler.com
Cc: Miguel R. Lara <mlara@afdc.legal>; Daurys Estevez <destevez@afdc.legal>
Subject: Re: Les Fontaines v. American Coastal; Case No.: 21-024129 CA 25; 2015-023

Good morning,

At this time, our office would like to set Plaintiff's Motion to Set a Hearing on Motion to Compel Appraisal for hearing in front of Judge Valerie R. Manno Schurr on her motion calendar. Please let us know if your office is available on July 19th or July 20th at 9:00 a.m.

Thank you.

Best regards,
Julisa Zuluaga, C.P.

Paralegal to Attorneys:
Leonardo H. Da Silva, Esq.
Miguel R. Lara, Esq.
David M. Alvarez, Esq.

Alvarez, Feltman, Da Silva & Costa, PL

2525 S.W. 27th Avenue, Suite 200

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IN THE CIRCUIT COURT OF THE 11TH
JUDICIAL CIRCUIT IN AND FOR MIAMI
DADE COUNTY, FLORIDA

LES FONTAINES CONDOMINIUM
ASSOCIATION, INC.,

CASE NO: 2021-024129-CA-01

Plaintiff,

vs.

AMERICAN COASTAL INSURANCE
COMPANY,

Defendant.

DEFENDANT'S NOTICE OF UNAVAILABILITY OF ATTORNEY OF RECORD

Defendant, AMERICAN COASTAL INSURANCE COMPANY, by and through the undersigned counsel, hereby files this Notice of Unavailability and hereby states that she will be absent from jurisdiction and unavailable for hearings and depositions while on Maternity Leave during the period of April 14, 2023 – July 17, 2023. The Defendant respectfully requests that no hearings, depositions, or other events be scheduled during said time period. Defendant will be unavailable to respond to filings and other deadlines as well as court ordered deadlines. A stay is being requested in this matter through the time period.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was served by e-mail via the Florida Courts E-filing Portal system on this March 7, 2023, Commercial Claims Law Group, PLLC., 2525 S.W. 27th Avenue, Suite 200, Miami, FL 33133 *Attorneys for Plaintiff*, Service E-mail: leo@afdc.legal ; mlara@afdc.legal.

BRESSLER, AMERY & ROSS, P.C.
200 East Las Olas Boulevard

Suite 1500
Fort Lauderdale, Florida 33301
T: 954.499.7979
F: 954.499.7969
E-Mail: miinsurance@bressler.com
hzelinger@bressler.com
lberns@bressler.com

By: /s/ Hope C. Zelinger
Hope C. Zelinger, Esq.,
Florida Bar No.: 92173
Linda M. Berns, Esq.,
Florida Bar No.: 105742

Julisa Zuluaga

From: Miguel R. Lara
Sent: Wednesday, July 26, 2023 9:57 AM
To: Amy Arbide; Ben Alvarez; Brenda Ibanez; Brian Costa; Daurys Estevez; David M. Alvarez; Hoana Perdomo; Jose Diemer; Julisa Zuluaga; Leonardo DaSilva; Lourdes Solares; Nicolas Echevarria; Paul B. Feltman; Susana Rodriguez
Subject: RE: Final Hearings and Depo List for Wednesday, July 26th

Miami

9:00 a.m.; Judge Manno-Schurr; Les Fontaines v. American Coastal; P's Renewed Motion to Specially Set Evidentiary Hearing on Motion to Compel Appraisal & P's Motion to Stay Discovery Pending Ruling on Motion to Compel Appraisal and for Entry of a Protective Order; Case No.: 21-024129 CA 25; OC: Hope C. Zelinger, Esq.; **2015-023; Team LDS**

ML

Zoom Meeting ID: 97780270679

Zoom Dial In Number: +1 786-635-1003

Zoom Link: <https://zoom.us/j/97780270679>

MTCA set for 2-hour evidentiary hearing on November 28 at 10:30. VMS wants us to mediate before the hearing. Blocked disco. All disco stayed pending a ruling on the motion.

Best Regards,



MIGUEL R. LARA, ESQ.

ALVAREZ FELTMAN DA SILVA & COSTA, P.L.

2525 S.W. 27th Avenue

Miami, FL 33133

Tel: 786.409.6000

Email: mlara@afdc.legal

Website: www.afdlegal.com

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From: Amy Arbide <AArbide@afdc.legal>

Sent: Tuesday, July 25, 2023 10:16 PM

To: Amy Arbide <AArbide@afdc.legal>; Ben Alvarez <ben@afdc.legal>; Brenda Ibanez <bibanez@afdc.legal>; Brian Costa <bcosta@afdc.legal>; Daurys Estevez <destevez@afdc.legal>; David M. Alvarez <dmalvarez@afdc.legal>; Hoana Perdomo <hperdomo@afdc.legal>; Jose Diemer <jdiemer@afdc.legal>; Julisa Zuluaga <jzuluaga@afdc.legal>; Leonardo DaSilva <Leo@afdc.legal>; Lourdes Solares <lsolares@afdc.legal>; Miguel R. Lara <mlara@afdc.legal>; Nicolas Echevarria