

IN THE CIRCUIT COURT OF THE
17TH JUDICIAL CIRCUIT IN AND FOR
BROWARD COUNTY, FLORIDA

CASE NO.

CHRISTINE FORDE,

Plaintiff,

V.

ALL STATE INSURANCE COMPANY,
And ALLSTATE FIRE AND CASUALTY
INSURANCE COMPANY,

Defendants.

CLASS REPRESENTATION JURY TRIAL DEMANDED

COMPLAINT FOR DECLARATORY JUDGMENT AND OTHER RELIEF

NOW COME the Plaintiff, Christine Forde (“Plaintiff”), on behalf of herself and all others similarly situated, and, by and through undersigned counsel, and, for Plaintiff’s Complaint against Defendants Allstate Insurance Company and Allstate Fire and Casualty Insurance Company (hereinafter referred to as “Allstate” or “Defendant”), state as follows:

INTRODUCTION

1. As more specifically set forth below, since the inception of the Florida PIP statute, and as expressly confirmed by the Florida Supreme Court over fourteen years ago, Florida law has required that insurers providing Personal Injury Protection (“PIP”) benefits under Florida policies of insurance (“Florida PIP insurers”) must provide their PIP insureds mileage reimbursement for their travel to and from PIP-covered medical treatments and visits with medical professionals (“PIP mileage reimbursement”). At all times relevant to this Complaint, Defendant’s Florida PIP policies failed to include notice of the PIP mileage reimbursement benefit, and Defendant did not provide that required benefit to its PIP insureds. As a result, Allstate has deprived Plaintiff and Allstate’s

Florida PIP insureds of millions, perhaps hundreds of millions, of dollars in PIP mileage reimbursements while Allstate has wrongfully kept for itself that vast sum of unpaid PIP mileage reimbursement benefits that belong, and are due and owing, to Allstate's PIP insureds.

VENUE AND JURISDICTION

2. Venue is proper in this jurisdiction under Fla. Statute §§ 47.011, because the cause of action accrued in this county.

3. Jurisdiction is proper in this Court under Fla. Statute §§ 48,193(1)(a),(d), and (g), because Defendant operates, conducts, engages in and carries on a business within Florida and has an office in this state; contracts to insure persons, properties and risks in this state, including, without limitation, under Defendant's Florida PIP policies; and Defendant breached its contracts of insurance with Florida residents.

PARTIES

4. Plaintiff, Christine Forde, is a citizen of the state of Florida, with a principal place of residence at 247 Mulberry Grove Road, Royal Palm Beach, FL 33411. At all times relevant to the allegations in this Complaint, Plaintiff Forde was insured under a contract of insurance with Allstate, (Policy date 8/12/2016 – February 12, 2017, Policy number 971662705 ("the Policy")), that provided, among other things, for PIP benefits.

5. Defendants are part of the Allstate Corporation, which is headquartered in or near Northbrook Illinois and owns and/or operates approximately eighteen separate companies doing business in the United States, Canada and India. At all times relevant to the allegations in this Complaint Defendant has had numerous offices, and has been doing business in, the State of Florida, including the offering of Allstate PIP Policies. Allstate Corporation, publicly traded and listed on the NYSE, has a market capitalization of approximately \$33.78 Billion.

FACTS

6. On or about August 12, 2016, Plaintiff Forde purchased an Allstate PIP Policy, number 971662705. The policy coverage period was August 12, 2016 – February 12, 2017.

7. The PIP policies purchased by the Plaintiff did not contain any language informing the Plaintiff that she was entitled to mileage reimbursement for visits to medical professionals for personal injuries covered by the PIP Policy.

8. Defendant's agents never informed the Plaintiff, when she purchased the PIP Policy, at the time notice of a claim for PIP benefits was presented to Defendant or at any time thereafter, that she was entitled to mileage reimbursement for visits to medical professionals for personal injuries covered by the PIP Policy.

9. Nor, on information and belief, has any Allstate advertising or promotional materials advised Plaintiff or any other Allstate PIP insureds that they were entitled to mileage reimbursement for visits to medical professionals for personal injuries covered by their PIP Policies.

10. On March 10, 2005, addressing the question of medical mileage reimbursement under Florida insurance law, the Florida Supreme Court ruled, in *Malu v. Security National Ins. Co.*, Case No. SC03-1327, SC03-1432: "[I]n light of the statute's wording calling for reimbursement of 'all reasonable expenses' and its stated purpose to provide insurance benefits covering a broad range of medically necessary services... We therefore hold that the current PIP statute requires reimbursement of transportation costs incurred in connection with medical treatment that is reasonably medically necessary" approving the holding and rationale of *Hunter v. Allstate Insurance Co.*, 498 So. 2d 514 (Fla. 5thDCA 1986).

11. On or about November 23, 2016, while covered by her PIP Policy, Plaintiff Forde was injured in a motor vehicle accident and submitted a claim to Defendant for PIP Coverage.

12. From November 23, 2016, while covered by her PIP Policy, Plaintiff Forde made numerous visits to medical professionals for services and treatments for personal injuries covered by her PIP Policy, traveling approximately 14 miles for each such visit, for an approximate total of 308 miles traveled to obtain PIP-covered medical services and treatments.

13. Because the PIP Policy did not contain information about her eligibility to recover medical mileage reimbursements, and because Defendant never otherwise advised or informed her of that coverage, the Plaintiff did not request such medical mileage reimbursement from the Defendant.

14. On information and belief, Defendant had collected premiums for, and issued tens of thousands of, PIP Policies during the relevant period, none of which contained language notifying Defendant's insureds about their entitlement to medical mileage reimbursement.

15. On information and belief, Defendant never otherwise informed its PIP policyholders during the relevant period of the policyholders' entitlement to medical mileage reimbursement.

16. On information and belief, Defendant has wrongfully not paid, and wrongfully retained, tens, if not hundreds, of millions of dollars in mileage reimbursements to which Defendants' PIP policyholders were entitled.

17. On information and belief, Defendant's PIP claim processing systems were set up to process medical mileage reimbursements to all PIP claimants, including the ability to compute the mileage and required monetary reimbursement for PIP claimants' trips from their homes to

their medical providers. However, Defendant made no medical mileage reimbursement payments to Plaintiff or other PIP Policyholders.

LEGAL CLAIMS

COUNT I: BREACH OF CONTRACT

18. Plaintiff incorporates by reference the allegations set forth in paragraphs 1 through 17 of this Complaint as if they were set forth in full herein.

19. As required by the Florida Supreme Court's ruling in *Malu*, and Florida law, including, without limitation, Fl. Statute § 627.413(1), Defendant's contracts of insurance with Plaintiff and Florida case law obligated Defendant to reimburse Plaintiff for Plaintiff's mileage costs incurred in connection with obtaining medical treatment that is reasonably medically necessary

20. Plaintiff timely and fully paid the premiums for their PIP Policies issued by the Defendant.

21. Plaintiff fully complied with all her obligations under, and satisfied all conditions applicable to, her PIP Policy.

22. Plaintiff was entitled under her PIP Policy, her contract of insurance with Defendant, to be reimbursed for her medical mileage costs.

23. Defendant did not pay Plaintiff any medical mileage reimbursements under her PIP Policy, breaching Defendant's insurance contract with the Plaintiff.

24. Plaintiff was damaged by Defendant's breach of its insurance contracts with Plaintiff, in that, among other things, Plaintiff herself was compelled to pay for medical mileage costs that Defendant was obligated to, but did not, reimburse.

**COUNT II: BREACH OF IMPLIED CONTRACTUAL COVENANT
OF GOOD FAITH AND FAIR DEALING**

25. Plaintiff incorporates by reference the allegations set forth in paragraphs 1-24 of this Complaint as if they were set forth in full herein.

26. Plaintiff was a party to a contract of insurance with the Defendant, in the form of the Plaintiff's PIP Policies.

27. Plaintiff's PIP Policy contained the non-disclaimable, inherent contractual covenant of good faith and fair dealing implied in all Florida contracts. That covenant prohibited Defendant from doing anything to deprive Plaintiff of the benefits of her PIP Policy.

28. The contracts of insurance, the PIP Policies, did not state that Plaintiff was entitled to medical mileage reimbursements, although Florida law compelled payment of such benefits.

29. Defendant's conscious and deliberate failure to inform Plaintiff, in the PIP Policies or otherwise, of her entitlement to medical mileage reimbursements, and to pay such medical mileage reimbursements, frustrated the legally mandatory purposes of the Plaintiff's PIP Policies and deprived Plaintiff of her reasonable expectations of the benefits under that PIP Policy.

30. Defendant breached the covenant of good faith and fair dealing by neither informing Plaintiff of her entitlement to medical mileage reimbursements, nor paying those reimbursements, depriving Plaintiff of the benefits of her insurance contract, the PIP Policy.

31. Plaintiff suffered damages as a result of the Defendant's breach of the covenant of good faith and fair dealing, by, among other things, being forced to pay herself for medical mileage costs that Defendant was obligated to pay.

COUNT III: UNJUST ENRICHMENT

32. Plaintiff incorporates by reference here, as if they were set forth in full herein, the allegations of paragraphs 1-31 of this Complaint.

33. Plaintiff conferred benefits on Defendant by paying her PIP premiums on time and in full, and Defendant was aware of its own receipt of those benefits.

34. Defendant voluntarily and knowingly accepted and retained the benefits Plaintiff conferred on the Defendant in the form of the Plaintiff's PIP Policy premiums.

35. Under the circumstances, Defendant's retention of the Plaintiff's PIP Policy premiums would be inequitable, because Defendant did not inform the Plaintiff either in her PIP Policies or otherwise that the Plaintiff was entitled to medical mileage reimbursements under their PIP Policies and Defendants did not pay any medical mileage reimbursements to the Plaintiff.

COUNT V: BREACH OF FIDUCIARY DUTY

36. Plaintiff incorporates by reference here, as if they were set forth in full herein, the allegations of paragraphs 1 through 35 of this Complaint.

37. Defendant owed Plaintiff a fiduciary duty to advise her of, and provide her with, all the required PIP Policy benefits required under Florida law. Plaintiff reposed her trust and confidence in Defendant. Defendant has substantially greater bargaining power than individual PIP policyholders, such as the Plaintiff. Defendant has substantially greater knowledge of PIP Policy requirements and benefits under Florida law than did Plaintiff, or any other individual PIP policyholders. Defendant understood that Plaintiff was dependent on Defendant to provide her with information about, and to reimburse her for, all PIP Policy benefits, including medical mileage reimbursements.

38. Defendant breached its fiduciary duty to Plaintiff by, among other things, failing to provide Plaintiff with written or other information about the availability of medical mileage reimbursements under the Plaintiff's PIP Policies and by failing to pay such reimbursements.

39. Defendant's breach of its fiduciary duty to Plaintiff damaged the Plaintiff, who had paid for PIP Policy coverage that included medical mileage reimbursements that Plaintiff did not receive and who paid for her own mileage costs for her travel to obtain medical services.

COUNT VI: VIOLATIONS OF FLORIDA STATUTE § 626.9541

40. Plaintiff incorporates by reference here, as if they were set forth in full herein, the allegations of paragraphs 1 through 39 of this Complaint.

41. Fla. Statute § 626.9541(1)(a)(1) makes illegal, as an unfair or deceptive act or practice, the misrepresentation of the "benefits, advantages, conditions or terms" of an insurance policy. Prohibited misrepresentations can be by affirmative statements or by omissions.

42. Defendant's failure to inform Plaintiff, in Defendant's PIP policy or otherwise, that Plaintiff was entitled to medical mileage reimbursements under her PIP Policies, constitutes an unfair or deceptive act or practice under Fla. Statute § 624.155(1)(a)(1).

43. Defendant's failure to so inform the Plaintiff resulted in Plaintiff paying for PIP Policy benefits that Plaintiff did not receive, and in Plaintiff paying herself for mileage costs that Defendant was obligated to pay.

44. Fla. Statute § 626.9541(1)(i)(3)(a) makes an unfair claims settlement practice the Defendant's general business practice of failing to adopt and implement standards for the proper investigation of Plaintiff's claims for benefits under her PIP Policy. Defendants should have but did not include medical mileage reimbursements in Defendant's payments of PIP policy benefits to Plaintiff.

45. Fla. Statute § 626.9541(1)(i)(3)(b) makes an unfair claims settlement practice the Defendant's general business practice of misrepresenting pertinent facts concerning the Plaintiff's PIP Policy, including, without limitation, by Defendant's failure to disclose in the PIP Policy or otherwise that Plaintiff was entitled to medical mileage reimbursements under Florida law.

46. Plaintiff was damaged by Defendant's violations of Fla. Statute 626.9541 by, among other things, being compelled to pay herself for medical mileage costs that Defendant was obligated to pay under the Plaintiff's PIP Policies.

COUNT VII: FRAUD

47. Plaintiff incorporates by reference here, as if they were set forth in full herein, the allegations of paragraphs 1-46 of this Complaint.

48. Defendant issued its PIP Policy to Plaintiff while knowingly and intentionally omitting from that Policy, and otherwise knowingly and intentionally never disclosing to Plaintiff, the Defendant's obligation to reimburse Plaintiff for her medical mileage costs.

49. Defendant knew that Florida law required Defendant's PIP Policies to disclose PIP Policyholders' entitlement to be reimbursed for medical mileage costs as a legally mandatory coverage under the PIP Policies, as reflected by Defendant's PIP claims processing system being configured automatically to process medical mileage payments upon receipt of PIP insureds' medical bills.

50. Defendant knowingly and intentionally omitted the legally required information about medical mileage cost coverage from its PIP Policies and other communications with Plaintiff, in order to induce the Plaintiff's reliance on those Policies and not to claim the medical mileage reimbursements to which Plaintiff was entitled.

51. Plaintiff relied on the failure of the PIP Policies and other communications from the Defendant to inform Plaintiff of their entitlement to medical mileage reimbursements, in paying for medical mileage costs herself rather than claiming such benefits from Defendant.

52. Plaintiff's reliance on the PIP Policy and on Plaintiff's communications with Defendant was reasonable, because Plaintiff reasonably believed that Defendant's PIP Policy fully complied with Florida law, that Defendant was aware of and in compliance with all legal and regulatory requirements governing Florida PIP coverage, and that Defendant would have known of and complied with all such requirements in its PIP Policy and communications with Plaintiff.

53. Plaintiff's reliance on the PIP Policy and on their communications with Defendant was not only reasonable, but detrimental, because, as a result, Plaintiff herself paid for medical mileage costs that Defendant was obligated to, but did not, reimburse, causing Plaintiff damages.

COUNT VIII: NEGLIGENT MISREPRESENTATION

54. Plaintiff incorporates by reference here, as if they were set forth in full herein, the allegations of paragraphs 1 through 53 of this Complaint.

55. Defendant should have known, when Defendant issued its PIP Policy to Plaintiff and collected the Plaintiff's premiums, that Defendant was obligated to inform the Plaintiff of the PIP Policy's coverage for medical mileage reimbursements, and that Defendant was obligated to reimburse Plaintiff for medical mileage costs when Plaintiff received medical services and treatments under her PIP Policy.

56. Defendant negligently omitted the legally required information about medical mileage cost coverage from its PIP Policy and other communications with Plaintiff, inducing the Plaintiff's reliance on that Policy and failure to claim the medical mileage reimbursements to which Plaintiff was entitled.

57. Plaintiff relied on the failure of the PIP Policy and other communications from the Defendant to inform Plaintiff of her entitlement to medical mileage reimbursements, in paying for medical mileage costs herself rather than claiming such benefits from Defendant.

58. Plaintiff's reliance on the PIP Policy and on her communications with Defendant was reasonable, because Plaintiff reasonably believed that Defendant's PIP Policy fully complied with Florida law, that Defendant was aware of and in compliance with all legal and regulatory requirements governing Florida PIP coverage, and that Defendant would have known of and complied with all such requirements in its PIP Policy and communications with Plaintiff.

59. Plaintiff's reliance on the PIP Policy and on her communications with Defendant was not only reasonable, but detrimental, because, as a result, Plaintiff herself paid for medical mileage costs that Defendant was obligated to, but did not, reimburse, causing Plaintiff damages.

COUNT IX: DECLARATORY JUDGMENT
(in the alternative)

60. Plaintiff incorporates by reference here, as if they were set forth in full herein, the allegations of paragraphs 1 through 59 of this Complaint.

61. Under Fla. Statute § 86.011, Plaintiff seeks, and is entitled to, a Declaratory Judgment to the effect that:

- a. Defendant was legally obligated to notify its insureds of the availability of medical mileage reimbursements associated with PIP claims
- b. Defendant was legally obligated, when paying claims under its Florida PIP Policies, including claims submitted by or on behalf of Plaintiff, to include payments for medical mileage reimbursements;
- c. Defendant breached its duty to Plaintiff and others similarly situated to notify its insureds they were entitled to medical mileage reimbursements;

- d. Defendant breached its duty to Plaintiff and others similarly situated to provide medical mileage reimbursements when Defendant paid PIP Policy claims;
- e. The unpaid medical mileage reimbursements owed by the Defendant to Plaintiff and all others similarly situated are overdue, pursuant to Fla. Statute § 627.736(4)(b) and interest is also due on those payments under Fla. Statute § 627.736(4)(d);
- f. Defendant's general business practice of neither informing Plaintiff or Defendant's other PIP Policyholders of their entitlement to medical mileage reimbursements, nor paying those reimbursements, is a violation of the Florida Insurance Code under Fla. Statute § 627.736(4)(g);
- g. Defendant's systematic failure to inform Plaintiff and Defendant's other PIP Policyholders of their entitlement to medical mileage reimbursements and to pay those reimbursements is an unfair or deceptive business practice under Fla. Statute § 627.736(1)(a), and Defendants are liable for the penalties specified in Fla. Statute § 626.9521;
- h. Defendant, by the acts and omissions described above, breached its contracts of insurance with the Plaintiff and all others similarly situated;
- i. Defendant, by the acts and omissions described above, violated its duty of good faith and fair dealing to the Plaintiff and all others similarly situated;
- j. Defendant, by the acts and omissions described above, has been unjustly enriched;
- k. Defendant, by its acts and omissions as set forth above, breached its fiduciary duties to Plaintiff and all others similarly situated;

- l. By the acts and omissions set forth above, Defendant is liable to the Plaintiff and all others similarly situated for Defendant's violations of Fla. Statute § 626.9541;
- m. Defendant's actions and omissions, as described above, constitute fraud against Plaintiff and all others similarly situated;
- n. Defendant's acts and omissions, as described above, constitute negligent misrepresentation as to Plaintiff and all others similarly situated; and
- o. Plaintiff and all others similarly situated suffered damages, in an amount to be determined at trial, by Defendant's breach of its duties concerning medical mileage reimbursements.

COUNT X: CLASS REPRESENTATION ALLEGATIONS

62. Plaintiff incorporates by reference here, as if they were set forth in full herein, the allegations of paragraphs 1 through 61 of this Complaint.

63. This action is properly maintainable as a class action under Fla. R. Civ. P. 1.220.

64. The Class Period is from the 1972 inception of the Florida PIP statute through the date of filing of this lawsuit.

65. The Class Members are ascertainable from the Defendants' records.

66. The statute of limitations is equitably tolled because of Defendant's intentional omission from its PIP Policies and other communications with the Class Members of the required notice of medical mileage reimbursement, in circumstances in which that omission was self-concealing and in which Plaintiff and other Class Members neither were, nor in the exercise of due diligence, reasonably should have been, on notice of Defendant's misconduct.

67. The Class Members include all of Defendant's PIP Policyholders who incurred charges for travel for medical services under their PIP Policies and who were not informed of their

entitlement to medical mileage reimbursement under those Policies and/or who were not reimbursed for medical mileage costs under those Policies.

68. **Fla. R. Civ. P. 1.220(a)(1).** On information and belief, Defendant has issued, at least, tens of thousands of PIP Policies to different Florida insureds during the Class Period, making the members of the class so numerous that joinder is impracticable.

69. **Fla. R. Civ. P. 1.220(a)(2).** The Plaintiff's claims raise numerous common questions of law and fact applicable to all class members.

70. **Fla. R. Civ. P. 1.220(a)(3).** The Plaintiff's claims are typical of the claims of each of the class members.

71. **Fla. R. Civ. P. 1.220(a)(4).** The Plaintiff can and will fairly and adequately represent the claims of all class members and have retained counsel experienced in the litigation of large class actions, including, without limitation, concerning insurance coverage issues.

72. **Fla. R. Civ. P. 1.220 (b)(1)(A), (B).** The prosecution of separate claims by individual members of the class would create a risk of inconsistent or varying adjudications, creating inconsistent or incompatible standards of conduct for the Defendant, or individual adjudications would, as a practical matter, be dispositive of the interests of other Class Members who are not parties to those adjudications, or would substantially impair or impede the ability of other Class Members who are not parties to those adjudications to protect their interests.

73. **Fla. R. Civ. P. 1.220 (b)(2).** The Defendant has acted and refused to act in ways generally applicable to all Class Members, making appropriate the Court's issuance of final injunctive and/or declaratory relief.

74. **Fla. R. Civ. P. 1.220 (b)(3).** Plaintiff's claims raise numerous common questions of law and fact, with common answers, applicable to the claims of all Class Members, and those

common questions and answers predominate over individual questions of law and fact. These predominating questions and answers of law and fact include, without limitation:

- a. Was Defendant legally obligated to notify its insureds that they were entitled to medical mileage reimbursements?
- b. Was Defendant legally obligated to reimburse PIP Policyholders for medical mileage costs when Defendant was processing and paying claims under its PIP Policies?
- c. Did Defendant breach its contracts of insurance, the PIP Policies, with the Plaintiff and all Class Members, by failing to inform them of their entitlement to medical mileage reimbursements under their PIP Policies and by failing to pay such reimbursements when processing claims under those PIP Policies?
- d. Did the Defendant breach the duty of good faith and fair dealing inherent in all its contracts of insurance, the PIP Policies, with the Plaintiff and all Class Members?
- e. Was the Defendant unjustly enriched by obtaining and retaining premium payments for PIP Policies while not advising PIP Policyholders of their entitlement to medical mileage reimbursements and while not paying such reimbursements?
- f. Did Defendant violate Fla. Statute §626.9541, by, among other things, neither informing Defendant's PIP Policyholders of their entitlement to medical mileage reimbursements as part of their PIP coverage and by failing to pay such reimbursements?
- g. Did Defendant owe a fiduciary duty to Plaintiff and all Class Members to inform them of their entitlement to seek medical mileage reimbursement under their PIP Policies, and, if so, did Defendant breach that duty?

- h. Did Defendant owe a fiduciary duty to Plaintiff and all Class Members to pay medical mileage reimbursements when processing and paying claims under PIP Policies, and, if so, did Defendant breach that duty?
- i. Did Defendant's failure to disclose to Plaintiff and Class Members their entitlement to medical mileage reimbursement under their PIP Policies, and failure to pay such reimbursements when processing PIP Policy claims, constitute fraud?
- j. Was Defendant's failure to disclose to Plaintiff and Class Members their entitlement to medical mileage reimbursement under their PIP Policies, and failure to pay such reimbursements when processing PIP Policy claims, negligent?
- k. Was Defendant's failure to inform Plaintiff and Class Members about, and to pay, medical mileage reimbursements a cause in fact and the proximate cause of Plaintiff's and the Class Members' damages?

75. **Fla. R. Civ. P. 1.220 (b)(3).** Class representation is superior to all other methods available for the adjudication of this controversy. Among other factors: the cost of litigating individual claims would vastly exceed the potential recoveries of individual claimants, rendering these negative value claims, which are particularly well suited for class treatment; Defendant employed uniform PIP Policy forms and communications with its PIP Policyholders, so that litigation of the Plaintiff's claims is entirely representative of the claims of other Class Members; no absent Class Members have, to Plaintiff's counsel's knowledge, filed suit on the claims alleged in this Complaint and no such absent Class Members have evinced any interest in individually controlling the prosecution of these claims on their own behalf; no pending litigation of which Plaintiff's counsel is aware addresses the claims set forth in this Complaint; concentrating the litigation of this Complaint's claims in this forum will promote judicial efficiency, and avoid

unnecessary cost and delay attendant upon piecemeal litigation of individual claims in various forums; no disqualifying difficulties appear to be present in the management of this case as a class action. Rather, Defendant's uniform PIP Policies, uniformly omitting the PIP Policyholders' entitlement to medical mileage reimbursements, and the Defendant's systematic failure to make such reimbursements when processing PIP Policy claims of the Plaintiff and Class Members make this action entirely well-suited to class action treatment.

PRE-SUIT DEMAND IS NOT REQUIRED

76. Pre-suit demand is not required for this Complaint under Fla. Statute § 627.736(10) because at all relevant times the Defendant was already aware of its obligation both to inform Plaintiff and Class Members of their entitlement to medical mileage reimbursements under their PIP Policies and to pay such reimbursements when processing PIP claims.

77. Defendants already possessed all information necessary to pay such medical mileage reimbursements.

78. No pre-suit demand can be required where, as here, the Defendant did not inform the Plaintiff of their right to reimbursement on which any such demand would be based.

79. Defendant has been on notice of its obligation to reimburse for transportation costs incurred in connection with reasonable and necessary medical treatment since 1986. (Hunter v. Allstate Ins. Co., 498 So. 2d 514 (Fla. Dist. Ct. App. 1986).

80. Once the Defendant paid the Plaintiff's medical bills, the Defendant had all the information necessary to pay Plaintiff the medical mileage reimbursements.

JURY TRIAL DEMAND

81. Plaintiff demands a trial by jury on all claims so triable.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully request judgment in their favor and in favor of all the Class Members, and against Defendant, as follows:

1. Declaring that this action is properly maintainable as a class action, certifying Plaintiff as representative Named Plaintiff for the Class, and appointing the undersigned as Class Counsel;
2. Against Defendant on Counts I – VIII of the Complaint;
3. Entering a Declaratory Judgment against Defendant on Count IX of the Complaint;
4. Against the Defendant in the amount of all unpaid medical mileage reimbursement payments to which Plaintiff and all Class Members were entitled during the Class Period, with pre- and post- judgment interest;
5. Awarding Plaintiff and the Class Members their reasonable attorneys' fees and court costs; and
6. Awarding Plaintiff and the Class Members such other and further relief as the Court deems appropriate in all the circumstances.

DATED: August 27, 2019.

Respectfully submitted,

/s/ Lawrence M. Kopelman

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