

FLORIDA DEFENSE REPORTER

Volume V Issue III July 2009

IN THIS ISSUE:

APPRAISAL

Non-Final Order Confirming
Appraisal Award Not Appealable

ATTORNEY FEES

Attorney's Fees May Not Be
Available For Plaintiffs Who Rush
To The Courthouse

BAD FAITH

"[N]othing in *Ruiz* suggests that
the attorney-client privilege"...
"somehow evaporates uniquely for
insureds upon the filing of a
bad-faith claim."

Bad Faith: Second District Court
of Appeal Reaffirms Protections
Afforded to Insurers with Regard
to Premature Bad Faith Claims

EXAMINATION UNDER OATH

When does Failure to Appear for
EUO Become a Defense to
Coverage?

INSURANCE COVERAGE

Federal Court Upholds Building
Code Exclusion

STATUTORY CHANGES

2009 Florida Legislative Summary

Expected Amendments to
Mediation Notice

COMMUNITY INVOLVEMENT

Place of Hope's 2009 Golf
Invitational & Charity Dinner

GROWTH AT GROELLE & SALMON

Recent Additions

GROELLE & SALMON 2009 SEMINAR

Thank you

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&

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Non-Final Order Confirming Appraisal Award Not Appealable

Recently, the Third District Court of Appeal dismissed an appeal by Federated National Insurance Company ("Federated") after a \$200,000 appraisal award was entered in favor of its insured, Mariano Palenzuela. Federated National Insurance Company v. Palenzuela, 2009 Fla. App. LEXIS 3816 (Fla. 3d DCA 2009).

After the entry of the appraisal award, Federated filed a petition to set aside the award on the grounds that the appraisers exceeded the scope of the appraisal. The insured counterclaimed to have the award confirmed, which resulted in an Order in the insured's favor. The Order entered in favor of the insured stated that the Motion to Confirm the Appraisal Award was granted, that Federated had twenty days from the date of the Order to pay the appraisal award and that the Court was reserving jurisdic-

tion to enforce the Order to award attorneys' fees and costs. Federated appealed the Order to the Third District.

Federated argued that the Order was "final" and appealable because at the hearing on the Plaintiff's motion, the insurer was denied an evidentiary hearing. The Third District did not agree. They found that the Order confirming the appraisal award and reserving jurisdiction to enforce the Order was not a final order. The Court found that there had not been an "adjudication on the merits, which effectuates a termination of the cause between the parties directly affected".

Although the Court's opinion is short, it seems that since the petition to set aside the award filed by Federated was still pending and had not been ruled upon, there was not a final determination as

to all causes of action between the parties. However, it would seem that the confirmation of the award made Federated's action moot. Notwithstanding, the Court held that the appeal was premature.

Additionally, the Court addressed that Rule 9.130(a)(3)(C)(iv) ("Rule") recently was amended to clarify that a non-final Order determining entitlement to appraisal pursuant to the insurance policy is immediately appealable. However, the Rule did not apply to the Order in this case because it did not address the right to appraisal. It appears that the Rule has been amended to clarify that a court order denying or compelling appraisal is immediately appealable. Previously, this had been the case when appraisal was considered to fall under the Arbitration Statute. The Rule provided for the right to immediately appeal if arbitration was

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Continued on Page 2

denied. However, case law and the Supreme Court's Suarez decision determined that the Arbitration Statute did not apply. This changed an insurer's or insured's ability to appeal a determination of whether or not they were entitled to appraisal. The clarification in the Appellate Rules will assist insurers who feel a claim is or is not appropriate for appraisal by permitting the option of appeal.

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Attorney's Fees May Not Be Available For Plaintiffs Who Rush To The Courthouse

A recent opinion in the case of All Hours Emergency Water Removal, Inc. a/a/o Cindy Vergin v. Federated National Insurance Company has come from the County Court for the Fifteenth Judicial Circuit in and for Palm Beach County giving indication that attorneys fees may not be available for plaintiffs who rush to the courthouse. All Hours Emergency Water Removal, Inc. is a water removal company who filed suit against Federated National Insurance Company a mere nineteen days after its submission of a bill to the insurer, without giving prior notice to initiate litigation or a deadline for payment.

The facts of the case show that on or about July 1, 2008, a water loss occurred that Plaintiff, Cindy Vergin, alleges was covered by the policy of insurance with Federated National Insurance Company. On July 17, 2008, All Hours Emergency Water Removal, Inc. submitted their bill to Federated National Insurance Company for their services to the insured property. On August 5, 2008, All Hours Emergency Water Removal, Inc. filed a

complaint for breach of contract and declaratory relief. On August 13, 2008, Federated National Insurance Company tendered payment to their insured, Cindy Vergin, for the aforementioned loss on July 1, 2008. All Hours Emergency Water Removal, Inc. filed a motion to tax attorney's fees and costs.

The Court used a four-prong test in coming to its conclusion on the motion to tax attorney's fees and costs. In that regard the Court considered the following:

1. Did Federated National Insurance Company unreasonably delay payment in the instant action?
2. Was Federated National Insurance Company put on notice of any intent to initiate litigation on the part of All Hours Emergency Water Removal, Inc. prior to the filing of the lawsuit?
3. Was Federated National Insurance Company given any deadline to pay for the services rendered by All Hours Emergency Water Removal, Inc. prior to the filing of the lawsuit?
4. Was the filing of the lawsuit mere nineteen days after the submission of the bills, without prior notice to initiate litigation or the giving of a deadline for payment of the invoice prior to the filing of the suit unreasonable?

The Court held that Federated National Insurance Company did not unreasonably delay the payment to All Hours Emergency Water Removal, Inc., that Federated National Insurance Company was never put on notice of any intent to initiate litigation, that Federated National Insurance Company was not given any deadline to pay for services rendered, and that the filing of the suit a mere nineteen days after the submission of the bills at issue without prior notice to initiate litigation or the giving of a deadline prior to the filing of suit is unreasonable.

Therefore, the Court denied Plaintiff's Motion to Tax Attorney's Fees and Costs.

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"[N]othing in Ruiz suggests that the attorney-client privilege"... "somehow evaporates uniquely for insureds upon the filing of a bad-faith claim."

There is now another Florida District Court of Appeal decision clearly holding that insurers' privileged documents remain protected by the attorney-client privilege. Id. The recent 5th DCA decision in West Bend Mutual Ins. Co. v. Higgins, 34 Fla. L. Weekly D653 (Fla. 5th DCA 2009), goes on to state that, "even if the [attorney-client] privilege was eliminated, such a nullification of privilege cannot logically extend to communications made after the underlying first-party insurance dispute is adjudicated."

This is an important holding because it is the first time that a Florida appellate court, deciding the propriety of a discovery order in a statutory bad-faith claim, has drawn a distinction between attorney-client privileged materials generated before and after the conclusion of the underlying insurance dispute.

The 5th DCA was considering a request by the insurer for certiorari review of a trial court order requiring disclosure of certain documents the insurer claimed were protected by the attorney-client privilege. At issue specifically were three documents that were all created following the resolution of the underlying insurance dispute by entry of an "excess" judgment against the insurer and in favor of the insured. Id. The trial court ordered the discovery of the three documents. The 5th

DCA overturned the trial court Order as to the two memoranda created by the insurer's legal counsel after the underlying dispute was resolved, though upheld the trial court Order for disclosure of the third document, a bill for legal services, which contained a description of billed attorney activities that pre-dated the underlying judgment, though did require that certain attorney-client privileged information within be redacted prior to disclosure.

By way of brief history, the Florida Supreme Court in Allstate Indemnity Co. v. Ruiz, 899 So. 2d 1121 (Fla. 2005), essentially held that all materials, including documents, memoranda, and letters, in an insurer's underlying claim and related litigation file material that was created up to and including the date of the resolution of the underlying dispute, and that related in any way to coverage, benefits, liability, or damages should be produced in discovery in a first-party bad faith action as it may relate to the evaluation of the insurer's statutory obligation to process claims in good faith. It appears to be that language in the Ruiz opinion that the 5th DCA considered in reaching the outcome in Higgins. The Ruiz opinion did not address the propriety of the attorney-client privilege to discovery of materials in first-party bad faith claims.

Since the Ruiz opinion, the Florida District Courts of Appeal have upheld the attorney-client privilege to protect such materials from discovery in first-party bad faith cases. Eg. XL Specialty Ins. Co. v. Aircraft Holdings, 929 So. 2d 578 (Fla. 1st DCA 2006); Provident Life & Accident Ins. Co. v. Genovese, 943 So. 2d 321 (Fla. 4th DCA 2006); Liberty Mut. Fire Ins. Co. v. Bennett, 939 So. 2d 1113 (Fla. 4th DCA 2006). Also since Ruiz, several Florida District Courts of Appeal have certified the following question to the Florida Supreme Court as

one of great public importance:

Does the Florida Supreme Court's holding in Allstate Indemnity Co. v. Ruiz, 899 So. 2d 1121 (Fla. 2005), relating to discovery of work product in first-party bad faith actions brought pursuant to section 624.155, Florida Statutes, also apply to attorney-client privileged communications in the same circumstances? Eg. Id.

However, the Florida Supreme Court has yet to offer a response to the important inquiry. The Higgins Court noted that:

"A first-party claim under section 624.155 is subject to an objectively determinable test – whether, if it acted fairly and honestly and with due regard for her or his interests, the insurer should have paid its insured more money. **Proof of the claim does not depend on disclosure of attorney-client communications, and even if it did, it would not justify eliminating the privilege.**" Id.

This is additional support for the application of the attorney-client privilege to protect such materials from discovery in bad faith cases. It is also the first time a published appellate opinion interprets a response to the question left open in the Ruiz decision, which seemed to imply that the attorney-client privilege may be in peril in first-party bad faith cases.

The Higgins court notes the Ruiz opinion references the insurer's consideration of advice of its counsel, which appears in a footnote that may be a reference to a defense of advice of counsel and an exception to the attorney-client privilege in such bad faith cases. The Higgins court also notes that no applicable exceptions

to the attorney-client privilege are implicated in its decision. While the Higgins decision appears to support the application of the attorney-client privilege in first-party bad faith cases, this interpretation may be deceiving. The Higgins opinion recognizes a distinction between attorney-client communications generated before and after conclusion of the underlying action. As such, it leaves open the possibility for argument and further distinction on those points/issues.

Higgins concludes with the strong statement "[i]f there is to be a 'first-party-bad-faith-brought-under-section-624.155-exception' to Florida's statutory privilege for communications between attorney and client, it would be up to the Legislature to create it;" until the Legislature addresses the issue, the Florida courts are left to interpret the applicability of the privilege after Ruiz.

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South Florida Office

Bad Faith: Second District Court of Appeal Reaffirms Protections Afforded to Insurers with Regard to Pre-mature Bad Faith Claims

The Second District Court of Appeal recently reversed a trial court's order compelling production of UM insurer's claim file in a suit prior to determination of liability and extent of damages. In Allstate Indemnity Ins. Co. v. Nelson, 2009 Fla. App. LEXIS 5866 (Fla. 2d DCA 2009), the court addressed the scope of permissible bad faith discovery prior to determination of damages. Specifically, this matter arose from a UM claim which the insurer and insured apparently reached agreement to settle at

\$250,000.00, though a dispute arose later when the insurer required the insured's execution of a full release. The insured then filed suit alleging counts for breach of settlement agreement, additional damages, and bad faith damages pursuant to Section 624.155. Insured requested production of insurer's claim file and the trial court required production of same.

On appeal, the court noted that, "a bad faith claim may not proceed until there is a determination of both liability and damages claimed by the insured party." The court further noted that liability was not an issue. Regarding damages and notwithstanding the settlement agreement, the court concluded that given the fact the insured was seeking additional damages beyond the settlement agreement amount, such damages had not been established. Therefore, the bad faith claim was premature. Accordingly, the appellate court quashed the trial court's order compelling production of the claim file.

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Treasure Coast Office

When does Failure to Appear for EUO Become a Defense to Coverage?

Although there is no magic number as to the number of times an insured can fail to appear for examination before it becomes a defense to coverage, the Fifth District addressed this issue in Fassi v. American Fire and Casualty Company, 700 So. 2d 51 (Fla. 5th DCA 1997). In Fassi, the insurer requested that the insureds submit a sworn statement in proof of loss and appear for examination under oath. The insureds were also instructed to contact the

insurer's attorneys or send in the sworn proof of loss. They failed to do so and the Court considered this failure "strike one."

A follow up letter was sent to the insureds by the insurer advising them that they had not contacted the attorneys to select a mutually convenient time and place to conduct the examination under oath. They again failed to contact the attorneys and the Court designated this failure as "strike two".

The insurer's attorneys thereafter wrote to the insureds and unilaterally scheduled the examinations. The day before the examination was to proceed, the insureds advised that they would not comply with the policy's post loss requirement to submit to examinations because of the threat of criminal proceedings. The insurer did not cancel the examination because it wished to give the insureds the opportunity to state their Fifth Amendment position on the record. Instead of appearing, the insureds failed to attend the examinations. The Court considered this failure as "strike three." Notwithstanding the insureds prior failures, the insureds were again contacted and advised that they have a duty to cooperate in the investigation of the claim and the examinations were rescheduled. The insureds again failed to appear and the Court deemed this failure as "strike four."

The insurer thereafter provided the insureds with one last chance to comply and advised them to:

"Please explain to us in writing...why you have not cooperated with us in our investigation of your claim. We will further consider the effect of your failure to cooperate, upon our receipt of that complete written explanation. If we do not receive such an explanation from you, we will have no alternative but

to deny your claim, in light of your failure to cooperate."

The insureds failed to respond to this last attempt and as such, the Court considered the failure "strike five." The insurer denied the claim based on this failure and three months later the insureds advised that they would like to participate in the examinations. The insurer asserted that the insureds were given one last chance to explain why they had refused to cooperate and that a failure to so respond would lead to denial of the claim. Since no explanation was given, the insurer argued that no further notice was required, and the Court agreed as the insureds were given five opportunities to cooperate as required by the policy.

Although the Fassi case does not necessarily stand for the contention that an insured should be given five opportunities to comply with an examination request prior to asserting a defense to coverage based on that failure, it does provide a guideline for insurers to follow prior to denying a claim based on failure to appear. Specifically, allowing an insured to explain why they have failed to appear for examination or otherwise contact the insurer regarding same. If the insured responds to this request, the insurer must take the circumstances into consideration when assessing the strength of its defense to coverage. It is unlikely that the Court would uphold a defense to coverage on these grounds when the insured has provided a reasonable explanation for their failure to appear, did not appear so that they may retain counsel or when an insured's attorney requests that the examination be rescheduled. Each claim should be evaluated on a case by case basis with the understanding that there is no hard and fast rule for when a claim should be denied due to a failure to comply with

policy conditions and appear for EUO.

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Federal Court Upholds Building Code Exclusion

In Royale Green Condo. Ass'n, Inc. v. Aspen Specialty Ins. Co., 2009 U.S. Dist. LEXIS 24349 (S.D. Fla. 2009), the court addressed and ruled on the following three issues on the insurer's Motion for Summary Judgment: (1) whether the subject policy was an "all-risks" form or named perils policy; (2) whether insurer was obligated to pay for entire roof where it sustained only partial damage; and (3) whether the scope of the appraisal coverage extends to the walls, floors, and to components of individual condominium units; and (4) whether gooseneck components are considered part of Plaintiff's air conditioning system or structural roof.

First, the policy at issue provided: "We will pay for direct physical loss of or damage to Covered Property at the premises described in the Declarations caused by or resulting from any Covered Cause of Loss." The insurer argued that the policy was a "named peril" policy, while the insured argue the policy was an "all-risk" policy. The court noted that if the policy were determined to be an "all-risk" form, the "insured must prove only that the damage to the property occurred while the policy was in effect, 'with the burden then shifting to the insurer to prove that the loss arose from a cause that is excluded under the policy.'" Alternatively, if the policy were found to be a named perils policy, "the insured has the burden of proving that the damage occurred by a covered cause." Ultimately, the court concluded that the policy was a named perils policy

as it included a specified list of named perils for which coverage existed.

Second, regarding the roof repairs vs. replacement issue, the court noted that Section 1521.4 of the Florida Building Code (commonly referred to as the 25% Rule) prohibits a homeowner from repairing, replacing or recovering a roof if more than 25% of the total roof area or roof section of an existing building during a 12 month period unless the entire existing roofing system or roof section is replaced to conform to the requirements of the building code. The insurer argued that it was not obligated to pay for full replacement where the policy specifically excluded losses caused due to the enforcement of any ordinance or law regulating repair of any property, but also included an additional coverage for increased costs of repair of covered damages due to enforcement of an ordinance or law limited to \$10,000.00. The insured contended that the additional coverage provision "should only apply to ordinances or laws enacted after the effective date of the policy." Ultimately, the court concluded that based on the plain language of the policy, the exclusion provision applied to all ordinances or laws regardless of when they may have been enacted. Court further rejected insured's argument that the ordinance or law exclusion violated Florida law. In sum, the court found "even if Plaintiff can show that windstorm damage occurred and the Florida Building Code requires replacement of entire roofs, insurance payouts to rebuild roofs beyond losses caused by a windstorm are limited by the exclusion and Increased Cost of Construction provisions found in the policy."

Third, regarding condominium master property insurer's obligation for unit wall, floor and ceiling coverings, Florida Statutes Section 718.111(11)(b)(3) and subject policy explicitly

excluded coverage for the following:

Unit floor, wall and ceiling coverings, electrical fixtures, appliances, air conditioning and heating equipment, water heaters, water filters, built-in cabinets, countertops, window treatments including curtains, drapes, blinds, hardware and other window treatment components, or replacements of any of these items which are located within the boundary of the unit and serve only one unit and unit air conditioning equipment that services only a single unit, whether or not it is located within the unit.

The insured argued that coverage was afforded to the interior components because the insurer's independent adjuster testified that the policy afforded coverage for hurricane damage and that the statutory definition of "hurricane coverage" included ensuing damage to the interior of a building. The court rejected Plaintiff's argument and concluded that the "policy clearly specifies what interior condominium features and components are excluded."

Roland V. Bernal, Esq.
Treasure Coast Office

2009 Florida Legislative Summary

Groelle & Salmon has monitored the recently completed Florida Legislative Session and tracked statutory changes that will impact our clients. The following is a summary of the recently passed legislation, including House Bill (HB) 1495, this year's major property insurance legislative package,

has been signed into law by Governor Crist. Senate Bill (SB) 742 relating to sinkhole coverage, HB 853 on surplus lines insurance, and HB 1171 authorizing certain insurers to charge higher rates for residential property insurance are all pending the governor's approval. News reports as of the publication of this newsletter indicate the Governor may veto HB 1171. The governor has already vetoed SB 714, related to condominium insurance.

Public Adjusters (SB 1495) – Public adjusters (PA) are prohibited from accepting referrals from any person with whom the PA conducts business if there is an agreement to compensate that person for referrals related to residential property insurance and condominium association policies. Public adjusters are also prohibited from providing compensation for referrals, except to other public adjusters.

New licensure requirements are placed on public adjuster apprentices. PA apprentices are required to have the Accredited Claims Adjuster designation and pass a written exam in order to be licensed. New limits are also placed on the number of PA apprentices a public adjusting firm or public adjuster individually may maintain.

Option to Repair (SB 1495) – New statutory language specifies that an insurer may exercise its right to repair damaged property in compliance with the insurance policy and statute, and that the provisions of s. 627.7011, F.S. (regarding offers of replacement cost coverage and law and ordinance coverage) do not prohibit an insurer from electing its option to repair.

Catastrophic Ground Cover Collapse/Sinkhole Coverage (SB 742) – Insurers are authorized to nonrenew policies providing sinkhole coverage in Pasco and Hernando counties, and instead offer the policyholder coverage that includes catas-

trophic ground cover collapse coverage and excludes sinkhole coverage. The insurer must also offer the policyholder the opportunity to purchase a sinkhole coverage endorsement to the policy subject to the insurer's underwriting and insurability guidelines. Insurers may also require an inspection of the property before issuing the sinkhole coverage endorsement.

Senate bill 742 mandates the creation of a building code effective grading schedule that will evaluate the effectiveness of sinkhole-preventive county ordinances four years after an ordinance takes effect. Insurance premium discounts or surcharges based on the compliance grading schedule will also be developed.

Citizens Rates (SB 1495) – Citizens Property Insurance rates will no longer be frozen at December 31, 2006 levels. The Legislature authorized a ten percent (10%) yearly rate increase for Citizens, effective Jan 1, 2010, to be applied yearly until Citizens' rates reach actuarial soundness.

Citizens High Risk Account (SB 1495) – Residential property insurers will be able to offer ex-wind policies inside the Citizens High Risk Account (HRA) boundaries to persons ineligible for Citizens coverage because the structure's replacement value is \$2 million or greater, or the structure's replacement value is \$750,000 or greater and it does not have opening protections. The bill also delayed a scheduled reduction in the size of the Citizens HRA until Dec 1, 2010.

Florida Hurricane Catastrophe Fund (SB 1495) – The amount of coverage offered by the Cat Fund will be reduced, while the cost of Cat Fund coverage will increase. The reimbursement premium for the mandatory layer of coverage will include a "cash build-up factor" that annually increases the coverage cost by

five percent (5%) beginning for the 2009 contract year until the factor reaches twenty-five percent (25%) in 2013. The Temporary Increase in Coverage Layer (TICL) coverage will be reduced by \$2 billion per year beginning in 2009 until the TICL coverage option is eliminated in the 2014 contract year. The cost of TICL coverage will increase by a factor of two (2) in 2009, and will increase by an additional multiple each year (3 in 2010, 4 in 2011; etc). In the future, insurers will have additional time to renegotiate their reinsurance and financing contracts as the Cat Fund's contract year will begin January 1 and end December 31 for the 2011 contract year and going forward. Also, insurers that qualify to purchase the \$10 million Cat Fund coverage below the Fund's retention will continue to be able to do so until Dec 31, 2011, and will be able to access payments from such coverage concurrently with the insurer's mandatory layer of coverage.

Expedited Rate Filings (SB 1495) – Insurers are authorized to increase rates by up to 10 percent (per policyholder) via an expedited rate-filing to recoup reinsurance or financing costs related to replacing or financing amounts covered by the Cat Fund's TICL layer, TICL coverage that has been eliminated, the TICL price increase, and the Cat Fund's cash buildup factor.

Residential Property Insurance Rates (HB 1171) – Permits certain insurers to charge rates in excess of their filed rate for residential property insurance. The bill provides requirements that an insurer must comply with pursuant to offering such coverage to insureds.

Surplus Lines Insurance (HB 853) – House bill 853 re-establishes that Chapter 627, Florida Statutes, does not apply to surplus lines insurance except as specifically provided otherwise. The provision is retroactive in application, but will not apply to lawsuits filed on or before May

15, 2009. Recent decisions by the Florida Supreme Court in Essex Insurance Co. v. Zota, 985 So. 2d 1086 (Fla. 2008), and the 11th Circuit in CNL Hotels & Resorts, Inc. v. Twin City Fire Insurance Co., 291 Fed. Appx. 220 (11th Cir. 2008), indicated that many of the requirements of ch. 627, F.S., may be applicable to surplus lines insurance.

Senate bill 853 also applies a number of new requirements on surplus lines insurers. Surplus lines insurers must pay attorney's fees if judgment is entered in favor of the policyholder or beneficiary. Surplus lines insurers providing liability coverage must disclose specified policy information upon the claimant's request.

The surplus lines policy must notify policyholders that the insurer's rates and forms are not approved by a Florida regulatory agency. Personal lines residential policies must inform the policyholder of any separate hurricane deductibles and co-payments. The bill also places requirements on the form of payment for premiums and claims payments.

James Knudson, Esq.
West Coast Office

Expected Amendments to Mediation Notice

Presently Florida Statutes Section 627.7015 "Alternative procedure for resolution of disputed property insurance claims", requires that insurers notify insureds "at the time a first-party claim within the scope of this section is filed" of the right to mediation. An insurer's failure to provide the requisite notice of right to mediation will result in a waiver of the insurer's ability to subsequently demand appraisal.

It is expected that proposed Rule 69J-

166.031 Mediation of Residential Property Insurance Claims, the administrative code provision implementing procedures regarding Section 627.7015, will be made effective in the near future. It is anticipated that most significant change will require insurers to notify insureds of the right to mediation within 5 days of the insured's filing of a first party claim that falls within the scope of the rule.

At our Seminar in May, we advised that Rule 69J-166.031, governing mediation through the Department of Financial Services, had changed, as of March 27, 2009. However, the Rule is not yet in effect, due to postponement of the adoption of the rule to accommodate review by the Joint Administrative Procedures Committee. The March 27, 2009 date was actually when final notice was published. We anticipate the Rule will be adopted soon, and that the major change will remain the requirement for notice of the right to mediate within five days of a first-party claim. Once the rule is finalized we will be providing a detailed list of changes and compliance requirements.

Maria S. Dawson, Esq.
Treasure Coast Office



Place of Hope's 2009 Golf Invitational & Charity Dinner raised more than \$600,000. The annual event took place May 3rd and 4th in Palm Beach Gardens at The Bears Club.

Groelle & Salmon was one of the many sponsors at this event that draws people from across the country to help abused and neglected children throughout Florida. Place of Hope is a state licensed child welfare organization providing foster care, family outreach and intervention, transitional housing and support services, adoption and foster care recruitment, and support for children and families who have been traumatized by abuse and neglect throughout our region.

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Growth at Groelle & Salmon, P.A.

New Additions

Jonathan M. Sabghir joined our professional staff this April as an associate attorney in our South Florida Office. Mr. Sabghir practices in all areas of defense litigation, including first party, premises and products liability, automobile liability, employment and civil rights and commercial litigation with concentration in defense of deceptive and unfair trade practice matters.

James Knudson joined our professional staff this May as an associate attorney in our West Coast Office. Mr. Knudson focuses his practice area primarily on first-party insurance litigation, including claims investigation and evaluation of coverage issues.

Groelle & Salmon, P.A. now has 35 attorneys in 4 offices around Florida available to offer cost effective legal services to our clients. Visit our website www.gspalaw.com for complete professional biographies of all our attorneys, more information on the firm and upcoming continuing education presentations.

Sixth Annual Property Claims Seminar

Groelle & Salmon would like to thank the close to 200 attendees that participated in our 2009 Seminar, held on May 29, at the Hilton Fort Lauderdale Marina. The seminar offered a Florida Continuing Education accredited course selection of 13 hours of law credit units, 2 hours of general credit units and 1 hour of ethics credit units. Groelle & Salmon looks forward to seeing everyone at our 2010 Seminar and other Continuing Education events!

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