

CASE INFORMATION SHEET
FLORIDA LEGAL PERIODICALS, INC.
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COUNTY AND COURT:

Orange County Circuit Court

NAME OF CASE:

Therese Protsman
a/k/a Therese Slayton

Plaintiff,

v.

UNIVERSAL PROPERTY AND CASUALTY
INSURANCE COMPANY,

Defendant

CASE DOCKET NO.: 2010-CA-7956-0 **JUDGE:** John M. Kest
Division 34

PLAINTIFF(S) ATTORNEY(S)/TRIAL COUNSEL

Jeremy Hogan, Esquire
Hogan & Hogan, P.A.
Orlando, FL

DEFENDANT(S) ATTORNEY(S)/TRIAL COUNSEL

Jason R. Urbanowicz, Esquire
Robert J. Jack, Esquire
Rissman, Barrett, Hurt,
Donahue & McLain, P.A.
201 East Pine Street, Suite 1500
Orlando, Florida

AGE/SEX/OCCUPATION OF PLAINTIFF

54 year old female.

FOR WRONGFUL DEATH CASES, PLEASE GIVE AGE AND RELATIONSHIP OF SURVIVORS:

N/A

DATE, TIME AND PLACE OF ACCIDENT OR OCCURRENCE:

7/15/09

10108 Eventide Court, Orlando, FL 32821

KIND OF LOSS: [factual description including allegations and defenses on liability]:

Plaintiff claimed roof damage due to a wind storm.

DESCRIPTION OF LOSS AND DAMAGE: [please be specific concerning injuries, treatment and medical testimony]:

The insured's Public Adjuster, Steve Musgrave, submitted a claim to Universal on July 25, 2009 for roof damage allegedly sustained by the insured due to a windstorm. The insured had a HO3 policy of homeowner's insurance with UPCIC that provided coverage for damage caused by a windstorm.

UPCIC inspected the subject property, took photos and estimated the damages. UPCIC determined that damages from the storm included damage to the roof, drywall, painting and carpet cleaning. The roof of the subject property was not initially installed with decking, but rather a fiberglass cloth with the consistency of a blue tarp. Due to code changes, repair of the roof would not be feasible.

The roof that was used in the insured's subdivision did not meet current load factors or wind spec requirements. UPCIC communicated with a roofer who was familiar with the subdivision and its particular roofing issues. UPCIC learned that neither the city nor the county would issue a permit to repair the roof unless the roof was brought up to code.

UPCIC estimated the damages and the amount paid to the insured included replacement of the roof at \$770 per square, which was the market rate, per Mr. Watters of DRS Roofing. The estimate of \$27,915.87, dated October 22, 2009, included removal

of the old roof **and installing replacement decking** to bring the roof system current with applicable building codes. This estimate of \$27,915.87 included the roof decking. A draft was mailed to Mr. Musgrave on November 25, 2009 in the amount of \$27,915.87.

Mr. Musgrave provided Universal with a copy of his "Summary for Dwelling" estimate on January 4, 2010. Mr. Musgrave's replacement cost value and net claim estimate was \$61,638.76. Plaintiff's Public Adjuster was to receive 20% of all funds provided by the insurer.

On February 10, 2010, UPCIC responded to Plaintiff by letter advising her that the claim payment draft in the amount of \$27,915.87 did not constitute a full and final settlement of the claim for damages. UPCIC advised that the policy allowed for supplemental claims for damages discovered during the reconstruction and repair of the property.

No further supplements were submitted. Plaintiff did not begin repair of the roof. Plaintiff filed a lawsuit on March 29, 2010 alleging breach of contract.

Plaintiff avoided Defendant's Motion for Summary Judgment by filing an affidavit of a roofer alleging that it would cost \$60,000 to repair the insured's home. Coincidentally, that amount was almost identical to the estimate of Plaintiff's Public Adjuster.

Defendant's position at trial was that Plaintiff never sustained any damage as the claim was paid and no work had begun which uncovered additional repairs. More importantly, Universal sent a letter to the insured in February 2010 stating that it would consider any supplements to the claim.

Plaintiff, her public adjuster, Steve Musgrave, and Plaintiff's roofing expert, Darryl Hunsicker testified at trial. Mr. Musgrave conceded that he was not a roofer and that he could not testify as to the work that was to be done to the Plaintiff's roof. Mr. Hunsicker conceded he never submitted his estimate to Universal. He also conceded his "estimate" contained no dollar amount. Plaintiff then rested her case. UPCIC moved for a directed verdict, which the trial court initially denied.

UPCIC called its adjuster to authenticate the letter to the insured stating that the "insured's policy allows the insured to submit supplemental claims for any damages discovered in the covered reconstruction and repairs". After this authentication,

DEFENDANT'S OFFER:

\$250 Proposal for Settlement

PLAINTIFF'S DEMAND:

\$58,083.95

ATTORNEY'S COMMENTS:

Plaintiff has filed a Notice of Appeal. Defendant filed a Motion for Attorney's Fees and Costs.

Submitted Jason R. Urbanowicz Date: November 8, 2011
By:

Firm: Rissman, Barrett, Hurt,
Donahue & McLain, P.A.

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