CASE INFORMATION SHEET
FLORIDA LEGAL PERIODICALS, INC.
P.O. Box 3370, Tallahassee, FL 32315-3730
(904) 224-6649/(800) 446-2998 * FAX (850) 222-6266

Florida Jury Verdict Reporter Reference Number*:*

(A) LESLINE GAWRON vs. GAIL L. SHELTON, JOSUE RAFAEL BRUCELAS, jointly and severally and STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY

COUNTY AND COURT: Seminole/05-CA-526-08-K/Clayton D. Simmons

PLAINTIFF(S) ATTORNEY(S): Christopher A. Doty, Esquire of Alan, Gayden & Associates, Orlando

DEFENDANT(S) ATTORNEY(S): F. Paul Tipton of Rissman, Barrett, et al, Orlando

AGE/SEX/OCCUPATION OF PLAINTIFF: 37 / F / Customer Service Representative

CAUSE OF INJURY: ***Automobile Negligence/UM Claim against auto insurer***.

This case arose out of a claim for uninsured motorist benefits brought by Plaintiff, Lesline C. Gawron, against Defendant, State Farm, as a result of injuries Mrs. Gawron allegedly sustained in an August 20, 2002 motor vehicle accident with Co-Defendant, Josue Rafael Brucelas. Plaintiff claimed that as a result of the accident she sustained injuries to her neck, shoulder, arms and back.

On October 29, 2007 Defendant filed a Motion for Sanctions and Dismissal With Prejudice requesting the Court to dismiss Plaintiff's lawsuit against State Farm for Plaintiff having perpetuated a fraud upon the Court arising out of misrepresentations Plaintiff had made during both the presentation of her UM claim as well as during litigation.

Defendant's Motion to Dismiss was based on Plaintiff having failed to disclose a subsequent motor vehicle accident and the injuries she sustained in that accident when answering interrogatories, Plaintiff having submitted altered documentation regarding her earned wages from one of her employers, misrepresentations she made relevant to a second employer, Plaintiff having misrepresented the amount of mileage she incurred as a result of trips from her home to her chiropractor, and Plaintiff's manipulation of the discovery process.

During discovery Plaintiff acknowledged that she sustained additional injuries as a result of a subsequent fall at her employer, Sprint PCS on April 14, 2004. However, when answering interrogatories Plaintiff failed to disclose a March 18, 2005 motor vehicle accident in which she had also purportedly sustained injuries to her back and neck. Plaintiff also failed to disclose in her answers to interrogatories that those same areas of her body that had been allegedly injured in the August 20, 2002 motor vehicle accident had also been injured in the April 14, 2004 accident at Sprint as well as in the March 18, 2005 motor vehicle accident. Coincidentally, Plaintiff also failed to disclose the names of those providers she treated with for these accidents when answering her interrogatories.

Plaintiff further claimed that she lost wages from both Winter Springs Taxes (her husband's accounting firm) and Sprint as a result of the August 20, 2002 accident. Defendant filed evidence with the Court that the Plaintiff had faxed to State Farm a paystub from Sprint which had been altered to reflect a total wage higher than she had actually earned for a pay period ending approximately 10 days before her accident.

During her deposition Plaintiff testified that at the time of the accident she worked at both Sprint and Winter Springs Taxes which is a company purportedly owned by her husband, Douglas Gawron. Mrs. Gawron testified that she averaged six hours per week while working at Winter Springs Taxes and was earning $21.90 per hour when she stopped working there. She further testified that she was paid in cash and that the taxes were taken out of the money that she was paid but that she did not receive a 1099.

At the time of her husband's deposition, Douglas Gawron testified that his wife started working for his company in 1995 and that she was still employed there at the time of his deposition. Defendant presented evidence from earlier testimony given by Mr. Gawron on June 20, 2005 relative to a property damage claim wherein Mr. Gawron testified that his firm had never had any employees other than himself.

Defendant also presented evidence that Mrs. Gawron listed on her November 23, 2001 Application for Employment with Sprint that she had last worked at Winter Springs Taxes in 2000 and listed her reason for leaving that employment as she was only assisting her husband in the office until a secretary returned from maternity leave. Defendant brought to the Court's attention that Plaintiff was unable to submit any documentation as proof of the alleged employment with her husband.

Defendant also contended that Plaintiff misrepresented the amount of miles she had traveled for medical treatment as a result of the injuries sustained from the accident. On April 2, 2003 Plaintiff submitted a claim to State Farm for a total of 2,580 miles in mileage for medical treatment she received allegedly as a result of the accident. The mileage was purportedly for visits to Wittmer Chiropractic incurred between August 28, 2002 through February 24, 2003.

On the mileage form submitted by Plaintiff she specifically misrepresented to State Farm that she had traveled 30 miles to and 30 miles back for a total of 60 miles to Wittmer Chiropractic to receive treatment on each specific visit.

Defendant brought to the Court's attention that at the time of her deposition Plaintiff testified that approximately half the time she traveled to the chiropractor's office directly from her house while the other half of the time she went there from work. Defendant attached Mapquests from both Plaintiff's house and employer reflecting the mileage from her home as 4.01 miles and from her employer as 6.27 miles.

In her deposition Plaintiff attempted to explain the discrepancy by testifying that she thought the mileage form had been asking for the number of "minutes" as opposed to the number of "miles" that she traveled to the chiropractor's office despite the fact that the form clearly reflected "miles traveled." Plaintiff's explanation was that she was confused as to whether she was being compensated for the number of miles she traveled as opposed to the minutes she traveled. Defendant noted that as a result of Plaintiff's misrepresentations, she had claimed a total of 2,580 miles instead of approximately 516 miles for a net result of almost five times the amount to which she was legally entitled.

Defendant presented additional evidence to the Court that Plaintiff had manipulated both the discovery and judiciary in a willful and contumacious disregard of the judicial process by attempting to avoid her deposition, invoking the Fifth Amendment at her deposition to questions relative to her damages, misrepresenting her availability for a deposition and failing to give forthright answers despite obviously having knowledge of certain information.

NATURE OF INJURY:

Plaintiff claimed that as a result of the accident she injured her neck, shoulder, arms and back.

EXPERT WITNESSES:

PLAINTIFF'S: N/A

DEFENDANT'S: N/A

VERDICT:

On January 15, 2008 Judge Clayton Simmons issued an order dismissing Plaintiff's Complaint With Prejudice.

On January 24 2008 Plaintiff filed a Motion for Rehearing and Relief from the Order dismissing Plaintiff's Complaint With Prejudice. On February 14, 2008 Judge Simmons issued an Order denying Plaintiff's Motion for Rehearing and Relief of Order.

On February 12, 2008 Defendant filed a Motion to Tax Attorney's Fees and Costs pursuant to a Proposal for Settlement in the amount of $1,000 which Defendant served on September 25, 2007. On March 5, 2008 the Court entered a Final Judgment Awarding Attorney's Fees and Costs against Plaintiff and in favor of the Defendant in the total amount of $7,933.80.

EDITOR'S NOTE:

PLAINTIFF'S ATTORNEY'S COMMENTS:

DEFENDANT'S ATTORNEY'S COMMENTS:

Prior to Plaintiff having answered interrogatories and giving her deposition and before much of the facts supporting Defendant's Motion to Dismiss had been developed, State Farm made an offer to settle the case.

On August 31, 2005 State Farm sent a letter to Plaintiff's attorney at the time, George Brezina, advising him that State Farm was offering $6,500 to resolve Plaintiff's claim and enclosing a check in that amount. The settlement attempts ultimately fell through and the draft was returned to State Farm. Plaintiff's counsel subsequently filed a Motion to Withdraw.

While Plaintiff was pro se and prior to Plaintiff retaining Mr. Doty, Plaintiff forwarded to State Farm a May 30, 2006 letter demanding $25,000 “plus payment of her medical bills arising from the accident” as settlement. Plaintiff itemized $12,325 in medical expenses in that letter.

• • •

Submitted By:	**F. Paul Tipton**	**Date: May 29, 2008**
Firm:	**Rissman, Barrett, Hurt, Donahue & McLain, P.A.**	
Address:	**201 E. Pine Street, Suite 1500 P.O. Box 4940 Orlando, FL 32802-4940**	
Telephone:	**(407) 839-0120**	
Fax:	**(407) 841-9726**	