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IN THE CIRCUIT COURT OF THE
FIFTEENTH JUDICIAL CIRCUIT IN AND
FOR PALM BEACH COUNTY, FLORIDA

CASE NO.:

MITCHEL SHAPIRO and SANDRA SHAPIRO,

Plaintiffs,

v.

ACE INSURANCE COMPANY OF THE MIDWEST,
an ACE GROUP COMPANY,

Defendant.

COMPLAINT

Plaintiffs, MITCHEL SHAPIRO and SANDRA SHAPIRO (hereinafter, "Plaintiffs" and/or "Mr. and Mrs. Shapiro") bring this action against the Defendant, ACE INSURANCE COMPANY OF THE MIDWEST, an ACE GROUP COMPANY (hereinafter, "Ace"), and allege the following:

GENERAL ALLEGATIONS, JURISDICTION AND VENUE

1. This is an action for damages in excess of \$15,000.00, exclusive of interest, costs, and attorney fees.
2. At all material times relevant to this Complaint, Plaintiffs have been and are the owners of real and personal property in the State of Florida at 3569 NW Clubside Cir., Boca Raton, FL 33496 (hereinafter, the "Property"), and are otherwise *sui juris*.
3. At all material times relevant to this Complaint, Plaintiffs have been and are residents of PALM BEACH, County, Florida.

4. Defendant Ace has been and is now a corporation that is authorized to engage in the business of insurance with Florida citizens, regularly conducts business in Palm Beach County, and is otherwise *sui juris*.

5. In consideration for the premiums paid to it, Defendant issued Mr. and Mrs. Shapiro a valid, binding, and enforceable policy of insurance bearing Policy No. 268022944 (hereinafter, the "Policy"), that insured the Property between May 12, 2014, and May 12, 2015. A true and correct copy of the Policy is attached hereto and incorporated herein as **Exhibit "A"**.

6. The insurance Policy involved herein was issued by the Defendant to the Plaintiffs in Boca Raton, Florida, and covers real and personal property located in Palm Beach, Florida. As such, venue is proper in Palm Beach County pursuant to Fla. Stat § 47.011.

7. Plaintiffs have complied with all prerequisites, whether denominated conditions precedent, conditions subsequent, duties after loss, or otherwise, to receive benefits or proceeds under the above Policy, or maintain the instant suit for the breach of said Policy. Alternatively, Defendant has waived or never had standing to assert any such prerequisites, whether denominated as conditions precedent, conditions subsequent, duties after loss, or otherwise.

COUNT I - BREACH OF CONTRACT (Claim No.: 77074718)

8. Plaintiffs re-allege and incorporate by reference Paragraphs 1 through 7 as if fully set forth herein and further state:

9. In consideration for the premiums paid to it, Defendant issued Mr. and Mrs. Shapiro a valid, binding, and enforceable policy of insurance bearing Policy No. 268022944 that insured the Property between May 12, 2014, and May 12, 2015. See Exhibit "A".

10. The Policy is an "all risk" policy that covers all physical damage to the Property that is not otherwise expressly excluded.

11. The insurance Policy was in full force and effect on or about January 5, 2014.
12. On or about January 5, 2014 the Plaintiffs' Property sustained direct physical loss caused by water and ensuing damage (Claim No.: 77074718).
13. Damages caused by water and ensuing losses are covered under the Policy.
14. Damages caused by water and ensuing losses are not expressly excluded from the Policy.
15. Plaintiffs timely notified Defendant of the loss.
16. Defendant responded by opening claim number 77074718.
17. The damages for the loss as alleged herein arose as a direct and proximate result of water and ensuing loss that occurred on or about January 19, 2015.
18. Defendant has been afforded the opportunity to fully inspect claim number 77074718, investigate the cause of loss, and quantify the amount of the loss.
19. Plaintiffs have at all times cooperated with Defendant in the adjustment of this Claim.
20. Plaintiffs have also complied with all of their obligations under the Policy, or in the alternative, have been excused from performance by the acts, representations, omissions, or conduct of Defendant.
21. The Loss at the insured Property has caused Plaintiffs to suffer economic damages and substantial hardship as a result of a covered loss to the insured Property, and Plaintiffs continue to suffer the losses.
22. Defendant has wrongfully denied Plaintiffs' claim for covered damage on claim number 77074718. Defendant has failed to properly and reasonably investigate or adjust

Plaintiffs' claim for covered damage under claim number 77074718. Instead, Defendant wrongly denied the claim.

23. Defendant's failure to timely comply with its duties to investigate and adjust, and promptly pay all amounts due and owing under the Policy is a breach of the insurance contract.

24. Plaintiffs have suffered damages including, but not limited to, loss of insurance benefits under the Policy and other foreseeable and expected damages from Defendant's breach of the insurance Policy.

25. As a result of this dispute, it has become necessary that Plaintiffs retain the services of the undersigned attorneys. Plaintiffs are obligated to pay a reasonable fee for the undersigned attorneys' services in bringing this action, plus costs. Plaintiffs are entitled to reimbursement of these fees and costs by the Defendant.

28. Plaintiffs are entitled to prejudgment interest from the date of the loss or date of the breach, as prescribed by Florida law.

29. Plaintiffs respectfully request that the Court enter an Award of general compensatory damages, foreseeable and expected damages, prejudgment interest, attorneys' fees and costs, and any and all other relief deemed just and appropriate.

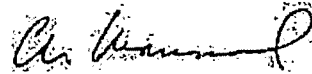
WHEREFORE, Plaintiffs demand judgment against Defendant for all covered losses with interest on any overdue payments; costs pursuant to F.S. §92.231 and F.S. §57.041; attorneys' fees pursuant to F.S. §627.428; and legal assistant fees pursuant to F.S. §57.104; and Plaintiffs demand trial by jury.

DEMAND FOR JURY TRIAL

Plaintiffs, Mr. and Mrs. Shapiro, demand a trial by jury on all issues so triable.

Dated this 17th day of April, 2015.

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