



## Litigation History:

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Listed below are some of our notable court cases demonstrating that CDA aggressively but fairly defends both policyholders and their insureds.

### **COLORADO - ALONZO V. RELIANT TOWING & RECOVERY**

The plaintiff alleged that defendant's employees breached the peace while they were attempting to repossess her vehicle. The plaintiff claimed that on December 10, 2019, Reliant's employees knocked on her door to initiate repossession efforts, but she did not answer. Plaintiff claimed in retaliation for not answering when they knocked, Reliant's employees tried to break into her home and garage, threw rocks, etc. Reliant denied that any of these things happened. Plaintiff filed suit seeking damages for defendant's alleged violation of the Colorado Fair Debt Collection Practices Act, extreme and outrageous conduct, and invasion of privacy by intrusion. Plaintiff sought damages in excess of \$100,000 for emotional distress, punitive damages and attorney's fees. At the close of evidence during the two day jury trial, Reliant moved for a directed verdict on all of plaintiff's claims, arguing there was no credible evidence that Reliant's employees exhibited extreme or outrageous conduct and that there was no evidence of any kind of emotional distress suffered by plaintiff. The trial judge agreed and granted Reliant's motion for directed verdict on all counts, entering a judgment in favor of the defendant and against the plaintiff, and dismissing the lawsuit, with prejudice. *Alonzo v. The Marquesan Cross, LLC d/b/a Reliant Towing & Recovery*; 2020 CV 30671

### **EXOTIC CAR RENTAL CLAIM**

An exotic car rental company insured by Prime was sued in a Wrongful Death action. Plaintiffs' estate alleged that Prime's insured was independently liable for Plaintiffs' damages, based on a theory of negligent entrustment and/or supervision of the exotic luxury vehicle that they had rented to a customer. Plaintiffs presented a policy limits demand. Prime and their insured partnered to fight, ultimately obtaining a great result. Prime was given the highest commendations from their insured for walking them through the claims handling process, implanting an aggressive claim strategy, and protecting their company's interests. The insured was also very impressed that he had contact from all levels of the company.

### **AVALANCHE CLAIM**

A backcountry skiing outfitter insured by Prime was involved in an avalanche where one of the participants was killed. CDA was able to immediately assist by mitigating media pressure and diffusing what may have otherwise been a public relations nightmare. With the Insured's help, CDA was also able to reach out to the family of the deceased person and resolve the claim for the approximate cost of funeral and travel expenses.

### **FLORIDA – FAMULARO V. SUNSHINE RECYCLING SERVICES OF SW FLORIDA, LLC**

The plaintiff was severely injured when the motorcycle he was driving ran into the back end of a garbage truck owned and operated by Sunshine Recycling Services of SW FL, LLC ("Sunshine"). The plaintiff alleged that a mud-flap had come off of the truck prior to impact, which had caused him to lose control of the motorcycle. CDA defended Sunshine and retained an expert in accident reconstruction and biomechanics to establish that the mud-flap did not come off until after the plaintiff collided with the truck and that the cause of the accident was simply the plaintiff's negligent operation of the motorcycle. When faced with the weight of the evidence the plaintiff dismissed his case against Sunshine with prejudice. *Famularo v. Marlon Antonio Rodriguez and Sunshine Recycling Services of SW Florida, LLC*, (2017) Case No. CACE-17-015257 (12)



## Litigation History Continued:

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### MARYLAND – ALLISON V. METRO INVESTIGATION AND RECOVERY SOLUTIONS

The plaintiff alleged that he had been walking down the sidewalk with his dog when a Metro Investigation and Recovery Solutions (“Metro”) tow-truck pulled out of his driveway, catching him in an attached cargo net and dragging him. CDA defended Metro and obtained from them a copy of video surveillance captured by Metro’s employee which depicted the accident. It was clear from the video that the plaintiff was upset about getting his vehicle repossessed and that he was injured when he fell while chasing Metro’s truck. The video was presented at trial and the court found in favor of Metro by awarding a defense verdict. Allison v. Metro Investigation and Recovery Solutions, (2017) In the District Court of Maryland For Prince George’s County, Case No. 050200078042016

### NEW YORK – TZAMAROT V. JP MORGAN CHASE & CO. AND MCGUIRE’S SERVICES CORP.

The plaintiff alleged that he slipped and fell on snow and ice near the sidewalk in front of a JP Morgan Chase & Co. bank (the “bank”). The bank had a contract with McGuire’s Services Corp. (“McGuire’s”) to clear the sidewalks in inclement weather. CDA defended McGuire’s and moved the court for summary judgment based on the plaintiff’s choice to step off of the sidewalk and into the snow and ice. The court agreed with McGuire’s and granted their motion, effectively dismissing the plaintiff’s case. Tzamarot v. JP Morgan Chase & Co. and McGuire’s Services Corp., Supreme Court of the State of New York, County of New York, (2016) NYSCEF Doc. No. 107, Index No. 150451/2014

### MISSISSIPPI – BRYANT V. PRIME INSURANCE SYNDICATE, INC.

One of Prime’s policyholders believed he was being treated unfairly by Prime in the aftermath of Hurricane Katrina. The jury unanimously agreed that Prime had been fair and rendered a defense verdict in Prime’s favor. This was the first jury verdict in Mississippi regarding Hurricane Katrina that was in favor of the insurance company. Bryant v. Prime Insurance Syndicate, Inc. (2010), U.S. District Court, Mississippi, Southern Division, Civil Action No. 1:07CV1126-LG-RHW

### NEVADA – PRIME INSURANCE SYNDICATE, INC. V. DAMASO

One of Prime’s policyholders did not comply with the policy provisions in reporting a claim to Prime. Prime denied coverage and the policyholder filed a lawsuit against Prime in which it was alleged that Prime breached their contract. The court disagreed with the policyholder and ruled in favor of Prime that the policy was clear and unambiguous and did not cover the claim. Prime was also awarded \$5,000 in restitution for attorney fees. Prime Insurance Syndicate, Inc. v. Damaso, 471F.Supp.2d 1087 (2007); U.S. District Court, Nevada, Civil Action No. 2:06-CV-00503-PMP-GWF

### ALABAMA – CARROLL V. PRIME INSURANCE SYNDICATE, INC.

One of Prime’s policyholders made a claim for property damaged by a fire. The policyholder also filed for bankruptcy. The policyholder made different declarations about the value of the property; telling the bankruptcy court that the value was much less than was being demanded of Prime. Prime moved the court to allow the bankruptcy declaration into evidence, which had not previously been done in Alabama. The court allowed the evidence and ultimately agreed with Prime that what Prime had paid to the policyholder in settlement of the claim was fair and reasonable. Carroll v. Prime Insurance Syndicate, Inc., 987 So.2nd 656 (2006); Court of Civil Appeals of Alabama, Civil Action No. 2030694

## Litigation History Continued:

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### UTAH – HOWARD V. SPIRIT LAKE LODGE

The plaintiff had fallen off his horse and was injured while participating on a guided horseback trail ride offered by Spirit Lake Lodge. CDA's in-house attorney David McBride defended Spirit Lake Lodge and tried the case to a defense verdict based on theories of assumption of risk and comparative negligence. Howard v. Spirit Lake Lodge (2005), Third Judicial District, Summit County, Utah, Civil Actions No. 030500128

### MICHIGAN – ROYAL PROPERTY GROUP, LLC V. PRIME INSURANCE SYNDICATE, INC.

One of Prime's policyholders disagreed with CDA and Prime regarding the coinsurance provision of Prime's policy. The policyholder filed a lawsuit against Prime arguing that the policy language was confusing and ambiguous. The court disagreed with the policyholder and ruled in favor of Prime that the policy was clear and unambiguous and enforced the coinsurance provision. Royal Property Group, LLC v. Prime Insurance Syndicate, Inc., 267 Mich.App. 708, 706 N.W.2d 426 (2005); Court of Appeals of Michigan, Civil Action No. 249043

### CALIFORNIA – SEANZ V. WHITEWATER VOYAGES, INC.

The plaintiff had drowned while participating on a guided whitewater rafting trip offered by Whitewater Voyages, Inc. CDA defended Whitewater Voyages, Inc. by arguing that the liability waiver form signed by the plaintiff barred his recovery. The court agreed with CDA and upheld the liability waiver. That determination was later upheld on appeal, creating new case law in California regarding the effectiveness of signed pre-accident liability waiver forms. Seanz v. Whitewater Voyages, Inc., 226 Cal.App.3d 758, 276 Cal.Rptr. 672 (1990); Court of Appeal, First District, Division 4, California, Civil Action No. A049465



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