

**IN THE CIRCUIT COURT OF THE 17TH JUDICIAL CIRCUIT
IN AND FOR BROWARD COUNTY, FLORIDA**

CASE NO. CACE20021429 DIVISION: 09 JUDGE: Levenson, Jeffrey R. (09)

Wanda Ferguson

Plaintiff(s) / Petitioner(s)

v.

State Farm Florida Insurance Company

Defendant(s) / Respondent(s)

_____ /

ORDER ON DEFENDANT’S MOTION FOR SUMMARY JUDGMENT

THIS CAUSE came before the Court for hearing on Defendant’s Motion for Summary Judgment on May 12, 2022. The issue framed for the Court on this summary judgment was what constitutes proper notice under the policy, under the statute, and as interpreted by Goldberg, when filing a supplemental insurance claim. The Court having reviewed the parties’ written submissions, having heard argument of counsel, and being otherwise advised in the premises, it is hereupon:

ORDERED AND ADJUDGED as follows:

1. State Farm Florida Insurance Company (“State Farm”) issued a homeowner’s insurance policy to the Insured, Wanda Ferguson, bearing Policy Number 79-KM-0628-2 for the property located at 11380 SW 20th St., Miramar, FL 33025, with effective dates of January 8, 2017 through January 8, 2018 (“Policy”).

2. The loss occurred on or about September 10, 2017, as a result of Hurricane Irma (“the Loss”). Plaintiff reported the Loss to State Farm on October 12, 2017. On October

25, 2017, upon completion of its claim investigation, State Farm accepted coverage for the Loss. There were no exclusions or limitations raised. However, State Farm informed the Plaintiff that the amount of damages were found to be under the hurricane deductible of \$10,775. Significantly, State Farm did not deny any part of Plaintiff's claim.

3. On August 22, 2020, State Farm received a call from the Plaintiff disputing the coverage decision. However, Plaintiff failed to submit a competing estimate or additional information or documents disputing the coverage decision.

4. On December 21, 2020, over three years after the passage of Hurricane Irma, Plaintiff filed the instant lawsuit.

5. The Court finds that proper notice must be meaningful notice. Merely making a phone call or giving generalities does not suffice under *Goldberg v. Universal Prop. and Cas. Ins. Co.*, 302 So. 3d 919 (Fla. 4th DCA 2020).

6. Based on the record before the Court, the notice Plaintiff provided for her supplemental claim was inadequate and does not satisfy the requirements of *Goldberg*, of the statute, and of the policy.

7. For these reasons, as more fully articulated on the record, the Court finds that, under the 1.510, Florida Rules of Civil Procedure, a jury would not find based on the facts of this case for the non-moving party.

8. Therefore, the Court **GRANTS** Defendant's motion for summary judgment.

9. Final Judgment is entered in favor of State Farm Florida Insurance Company against Wanda Ferguson ("Plaintiff"). Plaintiff shall recover nothing from

State Farm Florida Insurance Company in this action, and State Farm Florida Insurance Company shall go hence without day. The Court retains jurisdiction for any motions for entitlement for attorney's fees and costs from Defendant, and to enter such other orders as may be necessary to enforce this Final Judgment.

DONE AND ORDERED in Chambers at Broward County, Florida on 1st day of September, 2022.



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Hon. Jeffrey Levenson
CIRCUIT COURT JUDGE
Electronically Signed by Jeffrey Levenson

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