

IN THE COUNTY COURT OF
THE NINTH JUDICIAL CIRCUIT
IN AND FOR ORANGE COUNTY,
FLORIDA

AT HOME AUTO GLASS LLC
A/A/O MARY CARGLE,

CASE NO.:

Plaintiff,

vs.

PROGRESSIVE AMERICAN INSURANCE
COMPANY, PROGRESSIVE EXPRESS
INSURANCE COMPANY, PROGRESSIVE
CASUALTY INSURANCE COMPANY,
PROGRESSIVE DIRECT INSURANCE
COMPANY, PROGRESSIVE SELECT
INSURANCE COMPANY

Defendant.

COMPLAINT

COMES NOW, the Plaintiff, AT HOME AUTO GLASS LLC (hereinafter "Plaintiff"), A/A/O MARY CARGLE, by and through its undersigned counsel, and hereby sues the Defendant, PROGRESSIVE AMERICAN INSURANCE COMPANY, PROGRESSIVE EXPRESS INSURANCE COMPANY, PROGRESSIVE CASUALTY INSURANCE COMPANY, PROGRESSIVE DIRECT INSURANCE COMPANY, PROGRESSIVE SELECT INSURANCE COMPANY (hereinafter "Defendant"), and for a cause of action alleges and avers as follows:

GENERAL ALLEGATIONS

1. This is an action for damages that exceeds the sum of One Hundred Dollars (\$100.00), but does not exceed the sum of Five Hundred Dollars (\$500.00) exclusive of costs, interest and attorney's fees.

2. That at all times material to this cause of action, the Defendant were and are insurance corporations duly licensed to transact insurance business in the State of Florida, and maintained agents for the transaction of its customary business in Seminole County, Florida.

3. At all times material hereto, MARY CARGLE, (hereinafter “Insured”), was and is a resident of the State of Florida, and the policy of insurance involved herein was issued by Defendant to the Insured in the State of Florida or, alternatively, benefits due under the subject policy of insurance are payable in the State of Florida.

4. At all times material hereto, the Insured was insured under a policy of motor vehicle insurance coverage issued by the Defendant, a for profit corporation (the “Insurance Policy”). Said Insurance Policy is well known to the Defendant, a copy of which is in the possession of the Defendant and the said Insurance Policy is incorporated herein by reference. Said Insurance Policy includes coverage for the replacement of any glass and/or windshield damage to the Insured's vehicle as provided for under the Insured's comprehensive and/or collision insurance portion of the policy.

5. On or about 11/7/2018, the Insured's vehicle sustained damage to its windshield and/or other glass damage, requiring replacement.

6. That as a direct and proximate result of the glass damage sustained to the Insured's vehicle, the Insured incurred reasonable and necessary expenses for the replacement of the vehicle's windshield and/or other glass which was provided by Plaintiff.

7. That by virtue of that certain assignment of benefits (the “Assignment”), the Insured has assigned to Plaintiff and the Plaintiff has agreed to accept assignment of any and all benefits and causes of action available under the subject Insurance Policy with the Defendant, including benefits under the collision and/or comprehensive portion of the policy. A true and correct copy of the Assignment is attached hereto as Exhibit “A”, and is incorporated herein. Alternatively, Plaintiff has an equitable assignment of benefits from the insured.

8. Plaintiff has performed all conditions precedent and necessary to entitle Plaintiff to recover benefits for said reasonable and necessary automotive glass services provided pursuant to the above mentioned insurance contract, or the same have been waived by the Defendant.

9. The above-described policy was in full force and effect on the date the damages to the Insured’s vehicle occurred and provided coverage for the replacement of the damages sustained by Insured’s vehicle.

COUNT I - BREACH OF CONTRACT

10. The Plaintiff adopts, realleges and reavers the allegations contained in paragraphs 1 through 9 preceding, and for a further cause of action alleges and avers as follows:

11. The Plaintiff gave notice of covered expenses and made demand to Defendant for payment of reasonable and necessary benefits to Plaintiff from Defendant under the Insured’s policy of insurance with Defendant.

12. That the Defendant, a for profit corporation, has breached its contract of insurance by refusing to pay all of the benefits due for glass replacement in accordance with the provisions of its collision and/or comprehensive coverage, and any other available coverages, as required within thirty (30) days, or as required under the terms of the Insurance Policy, or as required under Florida law.

13. A copy of the Invoice is attached hereto as Exhibit "B."

14. Plaintiff would derive a direct benefit from the Court's judgment ordering the Defendant to pay interest and attorneys fees even if Defendant pays all or some of the disputed comprehensive and/or collision benefits and/or statutory expenses before judgment is entered after suit is filed.

15. As a direct result of the Defendant's failure and refusal to afford benefits in accordance with the previously described policy of insurance and Florida law, the Plaintiff, as assignee of the Insured, has retained the undersigned attorneys to represent it in this action, and is hereby entitled and demands to recover reasonable attorneys' fees pursuant to Florida Statute, Section 627.428.

WHEREFORE, Plaintiff, AT HOME AUTO GLASS LLC A/A/O MARY CARGLE, demands judgment against the Defendant for unpaid comprehensive and/or collision insurance benefits, together with pre-judgment interest thereon, all interest on any past benefits not timely paid, statutory expenses, costs and attorneys fees, including a contingency multiplier, pursuant to §627.428, Florida Statutes, Florida Statutes, legal assistant fees pursuant to §57.104, Florida Statutes, and costs pursuant to §92.231 and §57.041, Florida Statutes, and such further relief as the Court may deem just and proper.

DATED this 17th day of December, 2018.

/s/ John Z. Lagrow, Esq.
Imran Malik, Esquire
Bar No.: 0041501
John Z. Lagrow, Esquire
Bar No.: 0157678
MALIK LAW P.A.
1061 Maitland Center Commons Blvd
Maitland, FL 32751

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 Fax: (407) 792 6462
 Primary Email: Autoglass@imaliklaw.com
 Secondary Email: imalik@imaliklaw.com

Tax ID: 814951941
 MV 97149

At Home Auto Glass

1850 Porter Lake Dr Suite 109
 SARASOTA, FL 34240
 (941) 260-2886 Fax: (941) 260-2880

Invoice: 607-418570
 Date: 2018-11-07
 Scheduled: 11/08/2018 09:00:00-12:00:00

Insurance:

Progressive Insurance

Customer / Insured:

Mary Cargle
 318 Americana st
 TALLAHASSEE , FL 32305
 (850) 322-7465

CSR:
 Tech: RONNIE
 Sales Rep: ANDREW BAKER
 Bill-To Terms: Due on Receipt
 Due on:

Referral #:
 Policy #: 916248293
 Loss-Date: 11/07/2018
 PO Number:
 RO Number:

Vehicle: 2011 Toyota RAV4 4 Door Utility
 VIN:2T3YK4DV4BW011043
 Plate:
 Mileage:
 Unit Number:

Qty	Part Description	List Price	Material	Hr.	Labor	Item Total
1.0	FW02625GBY - Windshield Green Tint/Blue Shade	279.75	335.70	3.90	468.00	803.70
2.0	HAH000004 - Adhesive Nags	28.00	47.00	0.00	0.00	94.00
1.0	USM F2625 - Moulding Precision	13.65	13.65	0.00	0.00	13.65
1.0	SUPPLIES - MISC	25.00	25.00	0.00	0.00	25.00
1.0	STORAGE - MISC	25.00	25.00	0.00	0.00	25.00
1.0	DISPOSAL - MISC	25.00	25.00	0.00	0.00	25.00
1.0	MOBILE SERVICE - MISC	0.00	0.00	0.00	25.00	25.00

Job Location
 Mary Cargle
 318 Americana st
 TALLAHASSEE, FL 32305
 (850) 322-7465

Notes
 CUSTOMER CONTACTED US - NOT LEAVING FOR BIBLE STUDY TODAY - (11/8)
 shaded third visor she has Bible study at 1 p.m. if they can't get it done by 12 they can probably do it after 3 when she gets back from Bible study

ASSIGNMENT OF BENEFITS

I hereby assign any and all insurance rights, benefits, proceeds and causes of action under any applicable insurance policies that I have to At Home Auto Glass LLC. This assignment is given in consideration for the glass replacement services provided by At Home Auto Glass LLC and for not requiring full payment at the time services are provided. I further agree that I shall remain personally liable for the unpaid portion of all charges on this invoice for which no insurance coverage is available.



Print Name _____

Signature _____

Material	Labor	Subtotal	Tax	Total	Deductible	Payments/Adjustments	Balance
518.35	493.00	1,011.35	70.79	1,082.14	0.00	0.00	1,082.14

Sarasota, Florida
 1850 Porter Lake Drive, Sarasota, FL 34240
 941-260-AUTO
 800-505-4511
 Fax 941-260-2880
 info@athomeautoglass.com
 www.athomeautoglass.com
 FL Registration #:MV-97149



At Home Auto Glass
 We come to you!

ESTIMATE
 No 13872

NOTES
 \$0 No Cost
 To Customer

Auto Glass Specialist Andrew Baker Phone # (602) 777-2420 Date 11/7/18

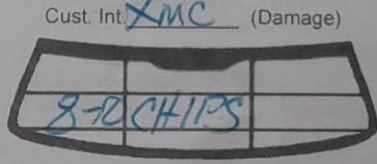
Name Mary Caryle
 Address 318 Americana St
 City Tallahassee State FL Zip 32305
 Install Address (if different from above) _____
 City _____ State _____ Zip _____
 Cell/Phone (850) 322 7465
 Work/Other # _____
 Email _____

Scheduled Date 11/8/18 Day Thursday
 Time All Day 8am-12pm 10am-2pm 12pm-5pm Other _____
 Insurance Progressive VERIFIED: Yes
 Policy # 916 248 293
 Date of Loss 11/7/18 Effective Date 1/1/18
 Claim # _____
 Referral/Dispatch # _____
 Agent Phone Number _____

VIN (#)	<u>2</u>	<u>3</u>		<u>4</u>		<u>4</u>	<u>0</u>	<u>1</u>	<u>0</u>	<u>4</u>	<u>3</u>
VIN		<u>T</u>	<u>Y</u>	<u>K</u>		<u>D</u>	<u>V</u>	<u>B</u>	<u>W</u>		

Year 11 Make Toyota Model Rav4 2 Door Std. Cab Ext. Cab Conv Hatch
 4 Door WS Vent Door Quar Back

OE GLASS LIFETIME WARRANTY
NO COST TO CUSTOMER
 Windshield Part Info.
 FW/DW # _____
 Other Notes _____
 Sun Visor Tint Strip
WARRANTY INFO:
AT HOME AUTO GLASS, LLC HAS A LIFE TIME WARRANTY ON ALL WINDSHIELD REPLACEMENTS FOR LEAKS, WORKMANSHIP AND DEFECTS FOR THE LIFE-TIME YOU OWN THE VEHICLE.



- Check All That Apply
- Heated
 - Third Visor
 - Heads Up Display
 - Lane Departure Sensor
 - Sunroof
 - Remote Start
 - Shaded
 - Electric Mirror
 - Rain Sensor
 - Antenna
 - Condensation Sensor
 - Humidity Sensor

Estimate good for 30 days At Home Auto Glass, LLC is not responsible for damage caused by theft, fire or acts of nature. I hereby authorize the above repairs, including sublet work, along with the necessary materials. At Home Auto Glass, LLC. and its employees may operate my vehicle for the purpose of inspection and delivery at my risk. If I cancel repairs prior to their completion for any of testing, reason, a tear down and reassembly fee of \$_____ will be applied. Further, I hereby authorize At Home Auto Glass, LLC. to purchase all parts and materials required for the afore-mentioned windshield installations and, in the even I cancel said installation, I agree to reimburse At Home Auto Glass, LLC. for any and all unrecoverable amounts expended in purchasing any such parts and materials.
 X _____ Date _____

SERVICE RECEIVED/GUARANTEED ACKNOWLEDGMENT/VERIFICATION OF INSURANCE
 Signature below constitutes agreement of terms and conditions of this form
 Service Replacement or Repair (1, 2, 3) Customer Signature Mary Caryle
 You are authorized to make a claim on the insurance information provided.

I acknowledge that the above-referenced auto glass repair service have been done by a courteous and professional manner, to my complete satisfaction. Customer Signature _____
 I hereby assign all services, Assignment of right and proceeds, and authorization to pay, in consideration of At Home Auto Glass LLC. Agreeing to repair and/or replace glass and related damage to my vehicle(s). I hereby assign Home Auto Glass LLC all rights which I have against my insurer for collection of monies due for such repairs and/or replacements. This assignment includes, but is not limited to, the right to receive direct payment from the claim from the insurance company, the right to make demand for payment (including the right to make a demand under relevant consumer protection statute or regulation), the right to sue the insurance company in the court of law for payments rightfully owed to me, and the right to receive multiple damages, costs, interest, and reasonable attorneys fee if a court determines the insurer was not responsible in withholding payment or if a court determines that the insurer is otherwise liable for such amounts. The assignment to At Home Auto Glass LLC further includes, without limitation, the right to communicate with, and to receive information from, my insurance company, on my behalf, relative to any claim I have made with my insurance company for repair or replacement of damaged glass on my insured vehicle(s). I also hereby authorize At Home Auto Glass LLC to do all things necessary or proper to enforce the rights assigned hereunder. I further understand and agree that if my insurance company should ignore this directive to pay, or otherwise fails to pay At Home Auto Glass LLC all amounts due hereafter within a reasonable time, I will directly pay At Home Auto Glass LLC all amounts due. If insurance company issues payment to me instead of At Home Auto Glass LLC I agree to immediately forward payment to At Home Auto Glass, LLC.