

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA  
MIAMI DIVISION**

Case No.:

JACQUES RONALD CORDON, individually  
and as the named representative for others  
similarly situated,

Plaintiff,

v.

GEICO GENERAL INSURANCE COMPANY,  
SYLVIA KRASNER, AND JOSEPAH CHAIM  
KRASNER,

Defendants.

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**NOTICE OF REMOVAL**

Defendant, GEICO General Insurance Company (“GEICO General”), removes this case from the Circuit Court of the Eleventh Judicial Circuit, Miami-Dade County, Florida, to the United States District Court for the Southern District of Florida pursuant to: (i) the Class Action Fairness Act of 2005 (“CAFA”), codified in pertinent part at 28 U.S.C. §§ 1332(d) and 1453; and (ii) 28 U.S.C. § 1446. GEICO General states as follows in support of removal:<sup>1</sup>

**I. BACKGROUND**

1. On December 4, 2020, Plaintiff Jacques Ronald Cordon (“Plaintiff” or “Cordon”), filed this civil action against GEICO General, Sylvia Krasner and Joseph Chaim Krasner in the Circuit Court of the Eleventh Judicial Circuit, Miami-Dade County, Florida, Case No. 2020-

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<sup>1</sup> The consent of Co-Defendants to GEICO General’s removal of the State Court Action to this Court is not required pursuant to 28 U.S.C. 1453(b).

026071-CA-01 (the “State Court Action”). A true and correct copy of the Complaint filed in the State Court Action is included as part of Composite Exhibit A.<sup>2</sup>

2. Plaintiff’s Complaint alleges that GEICO General engaged in an improper practice of using “deceptive and unfair” practices when adjusting property/vehicle loss claims. Ex. A ¶¶ 7, 12(a). Plaintiff’s Complaint further alleges that this is an action “for damages in an amount greater than \$15,000” and that Plaintiff seeks “declaratory, injunctive and other relief.” *Id.* at ¶ 5.

3. Plaintiff was allegedly involved in a motor vehicle accident on January 14, 2019. Plaintiff’s vehicle purportedly sustained damage as a result of the accident and Plaintiff submitted a claim to GEICO. Sylvia Krasner and Joseph Chaim Krasner were allegedly also involved in the accident. Ex. A ¶¶ 13-15, 17. Plaintiff alleges that GEICO adjusted the claim for loss resulting from the accident over a period of days following the accident. *Id.* at ¶¶ 17-20.

4. Plaintiff further alleges that he then rented a vehicle while the claim was being processed by GEICO. *Id.* at ¶¶ 18-19. Plaintiff further asserts that GEICO determined that the claim was a total loss and offered to pay Plaintiff “an amount substantially below the value of the Vehicle in the local marketplace and nothing for the rental and the storage of the vehicle.” *Id.* at ¶ 22.

5. Plaintiff also alleges that GEICO General failed to “timely process the claim and advise Plaintiff of the amount of time he is entitled to a rental car” and that GEICO purportedly never reimbursed Plaintiff for the rental car. Ex. A ¶ 21. Further, Plaintiff asserts that GEICO General “did not include payment or reimbursement for the rental car and also had a zero amount for storage of the Vehicle.” *Id.* at ¶ 25.

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<sup>2</sup> Copies of the Complaint and all other process, pleadings, and orders filed in the State Court Action are attached as Composite Exhibit A pursuant to 28 U.S.C. § 1446(a).

6. Plaintiff attempts to assert three claims against GEICO General in the Complaint.

Plaintiff asserts these counts on behalf of itself and the following proposed class:

All persons who suffered a property/vehicle loss while insured by GEICO, whose claims were unfairly and deceptively processed; rights or entitlement under policies were not unfairly and deceptively disclosed; were not honestly indemnified or adequately compensated for their loss in a timely and reasonable fashion; and who were deceived into believing in a “family treatment” when both parties of the accident were insured by GEICO.

Ex. A at ¶ 7 (the “Proposed Class”).<sup>3</sup>

7. Plaintiff’s claims purportedly involve questions of law and fact that are common to each member of the Proposed Class:

- a. Whether the actions of GEICO constitute a deceptive and unfair trade practice;
- b. Whether Cordon and the Class are entitled to injunctive relief prohibiting GEICO from engaging in further deceptive and unfair trade practices; and
- c. Whether Cordon and the Class suffered a loss or damages as a result of GEICO deceptive and unfair practices.

Ex. A ¶¶ 8 (a)-(c).

8. Plaintiff seeks to have the Proposed Class certified pursuant to Florida Rules of Civil Procedure 1.220(b)(1)(B) and (b)(2). *See* Ex. A. at pgs. 7, 8, Wherefore paragraphs. Plaintiff does not allege a proposed class period in the Complaint.

9. Plaintiff’s Complaint alleges that the crux of this case is a dispute concerning whether GEICO’s purported actions constitute a deceptive and unfair trade practice that caused

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<sup>3</sup> GEICO General relies upon Plaintiffs’ allegations regarding the nature of the Proposed Class only for purposes of jurisdiction under CAFA. GEICO General denies that the Proposed Class is properly defined and that this case is proper for class treatment under the Florida or Federal Rules of Civil Procedure and governing authority. Moreover, Plaintiff does not define the term “family treatment.”

Plaintiff (and members of the Proposed Class) to suffer a compensable loss. Plaintiff attempts to assert his purported claims under Florida's Unfair and Deceptive Trade Practices Act set forth in Sections 501.204, 501.211, Fla. Stat. and Fla. Stat. 624.155. *See* Complaint, at ¶¶ 33, 36, 43.

10. Count I of Plaintiff's Complaint seeks a determination that GEICO General engaged in "unfair and deceptive practices by intentionally, unlawfully and willfully" misleading Plaintiff and members of the Proposed Class regarding the rights under an insurance policy and for misleading Plaintiff into believing in or expecting a "family treatment" when both parties are insured by GEICO. Ex. A ¶¶ 32(a)-(c). Count I further alleges that GEICO General withheld payment for the rental car and payment for the storage of the vehicle, and that GEICO's actions ultimately violated Florida Statute 501.204(1). *Id.* at ¶¶ 32(d), 33.

11. Count II seeks injunctive relief requiring GEICO General to refrain from "engaging in [] deceptive and unfair practice." Ex. A at pgs. 7-8, Wherefore paragraph. Plaintiff alleges that Plaintiff has and would continue to suffer "irreparable harm if GEICO is not permanently enjoined from it continue violation of Fla. Stat. §§ 501.204(1)." *Id.* at ¶ 44.

12. Count III attempts to seek damages under Fla. Stat. 624.155<sup>4</sup> for alleged violations of Fla. Stat. 626.954(i), but does not quantify the alleged damages owed to Plaintiff or any member of the Proposed Class. Ex. A at ¶¶ 37-39.

13. The State Court Action therefore seeks a determination and/or equitable relief that Plaintiff (and members of the Proposed Class) are entitled to additional coverage payments relating to their alleged losses. Plaintiff further seeks to recover attorneys' fees and costs pursuant to

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<sup>4</sup> GEICO General reserves its right to assert defenses to this purported claim, which is premature given there has been no underlying determination of liability, and Plaintiff failed to satisfy the Civil Remedies Notice requirement that is a condition precedent to asserting this purported claim.



Section 501.2105, Fla. Stat.<sup>5</sup> Ex. A at pgs. 7-8, Wherefore paragraphs. Plaintiff further seeks “all such further and additional relief.” *Id.*

## **II. VENUE**

14. Under 28 U.S.C. § 1446(a), this case is properly removed to this Court as the district and division within which the State Court Action was brought.

## **III. GROUND FOR FEDERAL JURISDICTION**

15. The State Court Action is removable pursuant to 28 U.S.C. §§ 1332(d) and 1441(a) of CAFA. Removal is proper in this case because the Court has original jurisdiction under CAFA because there is: (1) minimal diversity of citizenship; (2) a proposed class with at least 100 members; and (3) at least \$5 million in controversy. 28 U.S.C. § 1332(d).

### **Removal is Timely**

16. The State Court Action was filed on December 4, 2020 and GEICO General was served on December 23, 2020.

17. This Notice of Removal is therefore timely filed within thirty days after GEICO General was formally served with the Complaint. *See* § 28 U.S.C. 1446(b)(3); *Murphy Bros., Inc. v. Michetti Pipe String, Inc.*, 526 U.S. 344, 347-48 (1999) (“[W]e hold that a named defendant’s time to remove is triggered by simultaneous service of the summons and complaint, or receipt of the complaint, ‘through service or otherwise,’ after and apart from service of the summons, but not by mere receipt of the complaint unattended by any formal service.”); *Edwards v. Apple Computer, Inc.*, 645 Fed Appx. 849, 2016 WL 888596 (11th Cir. Mar. 9, 2016) (“A defendant’s time to remove is triggered by service of the summons and complaint, or receipt of the complaint

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<sup>5</sup> GEICO General reserves its right to challenge Plaintiff’s entitlement to the recovery of reasonable attorneys’ fees and costs pursuant to Section 501.2105, Fla. Stat.

through service or otherwise, and not by receipt of the complaint ‘unattended by any formal service.’”).

**This Court has Original Jurisdiction**

18. This action is within the original jurisdiction of this Court, and removal is therefore proper under the Class Action Fairness Act of 2005 (“CAFA”), 28 U.S.C. § 1332(d) and 1441(a).

19. Under 28 U.S.C. § 1332(d)(2) and (d)(5)(B), this Court has original jurisdiction. Under these sections original jurisdiction exists when (i) the civil action in question is a class action in which there are at least 100 putative class members; (ii) diversity of citizenship exists between any class member and any defendant; and (iii) the amount in controversy exceeds the sum or value of \$5,000,000, exclusive of interest and costs. 28 U.S.C. § 1332(d)(2) and (d)(5)(B).

20. Unlike traditional diversity jurisdiction, “no antiremoval presumption attends cases invoking CAFA, which Congress enacted to facilitate adjudication of certain class actions in federal court.” *Dart Cherokee Basin Operating Co., LLC v. Owens*, 135 S. Ct. 547, 554 (2014). In light of *Dart Cherokee*, the Eleventh Circuit has held: “Applying this binding precedent from the Supreme Court, we may no longer rely on any presumption in favor of remand in deciding CAFA jurisdictional questions.” *Dudley v. Eli Lilly & Co.*, 778 F.3d 909, 912 (11th Cir. 2014).

***The Proposed Class Exceeds 100 Members.***

21. A civil action constitutes a “class action” under CAFA if: (i) it is “filed under rule 23 of the Federal Rules of Civil Procedure *or similar State statute* or rule of judicial procedure authorizing an action to be brought by 1 or more representative persons as a class action;” and (ii) “the number of members of all proposed plaintiff classes in the aggregate is [more] than 100.” 28 U.S.C. § 1332(d)(1)(B), (d)(2) and (d)(5)(B) (emphasis added).

22. Plaintiff seeks to represent a Proposed Class of GEICO policyholders who had claims for property/vehicle loss while insured by GEICO whose “claims were unfairly and deceptively processed.” Ex. A ¶ 7. The Complaint does not address or define a proposed class period. GEICO therefore relies on the applicable four-year Statute of Limitations set forth in Section 95.11(3)(f), Fla. Stat., for “An action founded on a statutory liability.”<sup>6</sup>

23. Plaintiff alleges that the Proposed Class, upon Plaintiff’s information and belief, is surmised by a number that “would far exceed the threshold for class certification.” Ex. A ¶ 11. Plaintiff provides no further explanation upon which Plaintiff’s information and belief is based. *Id.*

24. The number of members of the Proposed Class may not be ascertainable on the face of the Complaint. However, as set forth below, there are approximately 51,800 claims where the claimant and the tortfeasor were insured by GEICO General and are therefore implicated by the allegations set forth in the Complaint. The Proposed Class therefore contains more than 100 members. Accordingly, this action is a “class action” under 28 U.S.C. §§ 1332(d)(1)(B), (d)(2) and (d)(5)(B).

### ***Diversity of Citizenship Exists***

25. Diversity of citizenship exists under § 1332(d). Under CAFA diversity of citizenship is established where “any member of a class of plaintiffs is a citizen of a State different from any defendant.” 28 U.S.C. § 1332(d)(2)(A). The courts often refer to this as “minimal diversity.” *See Hill v. National Ins. Underwriters, Inc.*, 641 Fed. Appx. 899, 901-902, 2016 WL 158850, \*2 (11<sup>th</sup> Cir. Jan. 14, 2016); *Day v. Sarasota Doctors Hospital, Inc.*, 2020 WL 5758003,

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<sup>6</sup> While not defined in Plaintiff’s Complaint, GEICO calculates a proposed class period of December 4, 2016 through the date of the filing of Plaintiff’s Complaint.

at \*4 (M.D. Fla. 2020) (finding minimal diversity was met in a case removed under CAFA) (internal citations omitted).

26. For the purposes of 28 U.S.C. § 1332(d), “a corporation shall be deemed to be a citizen of any State by which it has been incorporated and of the State where it has its principal place of business . . .” 28 U.S.C. § 1332(c)(1). A corporation’s “principal place of business” is “the place where a corporation’s officers direct, control, and coordinate the corporation’s activities” – or the corporation’s “nerve center.” *See Hertz Corp. v. Friend*, 130 S.Ct. 1181, 1192 (2010).

27. Plaintiff alleges that he “is an individual who is a resident of Miami-Dade County, Florida.” Ex. A at ¶ 1. Plaintiff further alleges that Defendant is a “foreign corporation.” *Id.* at ¶ at 2. The Complaint therefore alleges facts on its face that establishes sufficient minimal diversity under CAFA.

28. Plaintiff also correctly alleges that GEICO General is a foreign entity. *See Id.* at ¶ 2. GEICO General is and was at the time of filing of the State Court Action, a company organized under Maryland law, with its principal place of business in Maryland. *Friend*, 130 S.Ct. at 1192. GEICO General is therefore a citizen of Maryland. 28 U.S.C. § 1332(c)(1). Because Plaintiff is a citizen of Florida, and GEICO General is a citizen of Maryland, diversity of citizenship exists under CAFA. 28 U.S.C. § 1332(d)(2)(A).

29. Because Plaintiff and GEICO General are citizens of different states, there is minimal diversity among the parties to this case as required under CAFA for original jurisdiction in this Court. *See* 28 U.S.C. § 1332(d)(2)(A).

***The Amount in Controversy Requirement is Satisfied.***

30. A district court has original jurisdiction of an action between citizens of different states where, in the case of a class action, the “[amount] in controversy exceeds the sum or value of \$5,000,000, exclusive of interest and costs...” 28 U.S.C. § 1332(d)(2).

31. To determine whether the matter in controversy exceeds the \$5,000,000 threshold, “the claims of individual class members shall be aggregated.” *Standard Fire Ins. Co. v. Knowles*, 133 S.Ct. 1345, 1348 (2013) (quoting 28 U.S.C. § 1332(d)(6)). “And those ‘class members’ include ‘persons (named or unnamed ) who fall within the definition of the *proposed* or certified class.’” *Id.* (quoting 28 U.S.C. § 1332(d)(1)(D)); *see also South Florida Wellness, Inc. v. Allstate Ins. Co.*, 745 F.3d 1312 (11<sup>th</sup> Cir. 2014).

32. Plaintiff’s Complaint does not plead a specific amount in controversy, which is consistent with Florida practice. *See Ellison v. Coca-Cola Refreshments USA, Inc.*, No. 2:15-cv-00246, 2015 WL 6769449, at \*1 (M.D. Fla. Nov. 6, 2015) (holding “[i]n this case, the state court complaint has not demanded any particular sum, and Florida practice permits recovery in excess of the amount demanded in the complaint.); *Mangano v. Garden Fresh Rest. Corp.*, No. 2:15-cv-477, 2015 WL 5953346, at \*1 (M.D. Fla. Oct. 13, 2015); *Hernandez v. Burlington Coat Factory of Florida, LLC*, No. 2:15-CV-403-FTM-29CM, 2015 WL 5008863, at \*2 (M.D. Fla. Aug. 20, 2015).

33. When “the amount in controversy is not apparent on the face of the complaint, a court will permit the use of ‘deduction, inference, or other extrapolation of the amount in controversy’” *Dewitte v. Foremost Ins. Co.*, 171 F. Supp. 3d 1288, 1289 (M.D. Fla. 2016) (quoting *Pretka v. Kolter City Plaza II, Inc.*, 608 F.3d 744, 753–54 (11th Cir.2010)); *see also Rae v. Perry*, 392 F. App’x 753, 755 (11th Cir. 2010).

34. The U.S. Supreme Court has held in these circumstances that “a defendant's notice of removal need include only a plausible allegation that the amount in controversy exceeds the jurisdictional threshold.” *Dart Cherokee Basin Operating Co., LLC v. Owens*, 135 S. Ct. 547, 554 (2014). “[W]hen a defendant seeks federal-court adjudication, the defendant’s amount-in-controversy allegation should be accepted when not contested by the plaintiff or questioned by the court.” *Id.* at 553.

35. “In other words, all that is required is a ‘short and plain statement of the grounds for removal,’ including ‘a plausible allegation that the amount in controversy exceeds the jurisdictional threshold.’” *Dudley v. Eli Lilly and Co.*, 778 F.3d 909, 912 (11<sup>th</sup> Cir. 2014) (quoting *Dart Cherokee*, 135 S.Ct. at 551, 554); *see also Ellison v. Coca-Cola Refreshments USA, Inc.*, Case No. 15-cv-00246, 2015 WL 6769449, at \*1 (M.D. Fla. Nov. 6, 2015) (“[a] Notice of Removal must plausibly allege the jurisdictional amount, not prove the amount.”); *Schaefer v. Seattle Service Bureau, Inc.*, Case No. 15-cv-444, 2015 WL 6746614, at \*3 (M.D. Fla. Nov. 5, 2015) (“a defendant's notice of removal need include only a plausible allegation that the amount in controversy exceeds the jurisdictional threshold; the notice need not contain evidentiary submissions.”).

36. Plaintiff is insured by GEICO General. *See* Compl. ¶ 1. Plaintiff seeks insurance benefits from the at fault parties’ property damage coverage provided under their automobile insurance policy, who was also issued by GEICO General. *Id.* at ¶¶ 7, 12(a), 25-27. In Florida, the minimum limits for property damage coverage is \$10,000. *See* Section 324.021(7)(c), Fla. Stat. GEICO General has also determined that there are as many as 51,800 claims where the claimant and the tortfeasor were insured by GEICO General that would fall within Plaintiff’s proposed class definition. Applying the minimum limits for property damage coverage to the at

least 51,800 potential class members here alone exceeds the required \$5 million threshold. *See* Compl. ¶¶ 10-11, 34, 39, 44, ; *Standard Fire Ins. Co. v. Knowles*, 133 S.Ct. 1345, 1348 (2013) (claims of individual class members, including those of unidentified persons who meet the class definition, are aggregated to determine whether the \$5 million amount in controversy is met).

37. Moreover, Plaintiff alleged that the amount at issue on his individual claim exceeds \$15,000. Accordingly, if the amount in dispute is at least \$15,000 and the putative class includes at least 51,800 members, the amount in controversy easily exceeds the \$5 million threshold. In fact, if the alleged damages of each proposed class member were only \$100.00, the \$5 million threshold is satisfied.

38. Additionally, the amount in controversy calculation for federal jurisdiction includes the value of Plaintiff's requested injunctive relief. To determine whether the matter in controversy exceeds the threshold for injunctive relief, the Eleventh Circuit holds that "the value of injunctive or declaratory relief for amount in controversy purposes is the monetary value of the object of the litigation that would flow to the plaintiff if the injunction were granted." *Leonard v. Enter. Rent a Car*, 279 F.3d 967, 973 (11<sup>th</sup> Cir. 2002); *see also South Florida Wellness, Inc. v. Allstate Ins. Co.*, 745 F.3d 1312 (11th Cir. 2014); *Hunt v. Wash. State Apple Adver. Comm'n*, 432 U.S. 333, 347 (1977).

39. Plaintiff's Complaint in this action seeks injunctive relief on behalf of itself and the Proposed Class. Plaintiff fails to allege a value of its requested injunctive relief. However, this requested relief should also be considered, because it further increases the amount in controversy. The amount put in controversy by these purported individual and class claims, in the aggregate, therefore exceeds the \$5,000,000 required threshold, exclusive of interest and costs.

40. Plaintiff also seeks attorneys' fees under Fla. Stat. § 501.2105, which may be included in calculating the amount in controversy. *See* Ex. A at pgs. 7-8, Wherefore paragraphs. A "reasonable amount" of attorneys' fees authorized by statute may be "included in the amount in controversy." *Morrison*, 228 F. 3d at 1265 (citing *Cohen v. Office Depot, Inc.*, 204 F.3d 1069, 1079 (11th Cir.2000)); *see also* *Traturyk v. Western-Southern Life Assurance Company*, No. 15-cv-1347, 2016 WL 727546, at \*2 (M.D. Fla. Feb. 24, 2016) (holding "[a] district court may consider a plaintiff's claim for attorney's fees in determining the amount in controversy where a statute directly authorizes an award of attorney's fees should the plaintiff prevail on her claim."); *Bele v. 21st Century Centennial Ins. Co.*, No. 15-cv-526, 2015 WL 3875491, at \*3 (M.D. Fla. May 15, 2015).

41. GEICO General believes that the relief sought in the State Court Action is too individualized and otherwise not proper for class certification. However, GEICO General provides the above calculations solely for the purpose of evaluating the amount in controversy under CAFA. *Dudley v. Eli Lilly & Co.*, 778 F.3d 909, 913 (11th Cir. 2014) (quoting *Pretka v. Kolter City Plaza II, Inc.*, 608 F.3d 744, 751 (11th Cir. 2010)) ("The amount in controversy is not proof of the amount the plaintiff will recover. Rather, it is an estimate of the amount that will be put at issue in the course of the litigation.").<sup>7</sup>

42. It is therefore clear that the amount in controversy exceeds \$5,000,000, exclusive of interest and costs. 28 U.S.C. § 1332(d)(2).

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<sup>7</sup> Although GEICO General alleges that the amount in controversy exceeds the jurisdictional threshold and the putative class contains more than 100 members, GEICO General does not concede it is liable for any conduct that would warrant the imposition of any damages alleged by Plaintiff. GEICO General also does not concede that Plaintiff may represent a class of GEICO General policyholders in Florida over any period. GEICO General reserves all defenses and objections to the claims asserted by Plaintiff and the Proposed Class.



**The CAFA Exceptions Do Not Apply**

43. The mandatory and discretionary exceptions to removal under 28 U.S.C. § 1332(d) do not apply in this case.

44. The “Local Controversy” Exception Does Not Apply. Even though many putative class members may be citizens of Florida, CAFA’s “local controversy” exception, 28 U.S.C. § 1332(d)(4)(A), does not apply. This exception applies only if, among other factors:

at least 1 defendant is a defendant - - (aa) from whom significant relief is sought by members of the plaintiff class; (bb) whose alleged conduct forms a significant basis for the claims asserted by the proposed plaintiff class; and (cc) who is a citizen of the State in which the action was originally filed.

28 U.S.C. § 1332(d)(4)(A)(i)(II). As noted above, GEICO General is a citizen of Maryland - not Florida, “the State in which [this] action was originally filed.” 28 U.S.C. § 1332(d)(4)(A)(i)(II).

45. The “Home State Controversy” Exception Does Not Apply. Even though many putative class members may be citizens of Florida, CAFA’s “home state controversy” exception, 28 U.S.C. § 1332(d)(4)(B), does not apply. CAFA’s “home state controversy” exception requires a court to decline CAFA jurisdiction if “two thirds or more of all proposed plaintiff classes in the aggregate, and the primary defendants, are citizens of the State in which the action was originally filed.” 28 U.S.C. § 1332(d)(4)(B). As established above, GEICO General is a citizen of Maryland, not Florida, “the State in which [this] action was originally filed.” 28 U.S.C. § 1332(d)(4)(B). Accordingly, this exception cannot apply.

46. The Discretionary Exception Does Not Apply. The discretionary exception to CAFA jurisdiction is also inapplicable in this case. 28 U.S.C. § 1332(d)(3)(A)-(F). Under CAFA, a court may, at its discretion, decline to exercise CAFA jurisdiction if “greater than one-third but less than two-thirds of the members of all proposed plaintiff classes in the aggregate and the

primary defendants are citizens of the State in which the action was originally filed.” *Id.* Because GEICO General is a citizen of Maryland - not Florida - this exception cannot apply.

### **PROCEDURAL STATEMENT**

1. Process and Pleadings. As set forth above, copies of the Complaint and all other process, pleadings, and orders filed in the State Court Action are attached as Composite Exhibit A pursuant to 28 U.S.C. § 1446(a).

2. Removal is Timely. A notice of removal may be filed within thirty days after receipt by the defendant, through service or otherwise, of a copy of an amended pleading, motion, order or other paper from which it may first be ascertained that the case is one which is or has become removable. 28 U.S.C. § 1446(b). The State Court Action was served on GEICO General on December 23, 2020. This Notice of Removal is therefore timely filed. 28 U.S.C. § 1446(b).

3. Removal to Proper Court. This Court is the “district court for the United States for the district and division within which” the State Court Action is pending. 28 U.S.C. § 1446(a). GEICO General’s Notice of Removal has therefore been filed in the proper court.

4. Notice to State Court. A copy of GEICO General’s Notice of Removal is being filed with the Clerk of the Court of the Circuit Court of the Eleventh Judicial Circuit, Miami-Dade County, Florida, and written notice is being served on Plaintiff as required by 28 U.S.C. § 1446(d).

5. GEICO General reserves the right to amend or supplement this Notice of Removal. GEICO General further reserves all defenses and objections to Plaintiff’s claims. GEICO General will respond to Plaintiff’s Complaint or present other defenses or objections as required by the Federal Rules of Civil Procedure. *See* Fed. R. Civ. P. 15(a), 81(c).

WHEREFORE, GEICO General removes this action from the Circuit Court of the Eleventh Judicial Circuit, Miami-Dade County, Florida, to the United States District Court for the Southern District of Florida.

Respectfully submitted,

/s/ John P. Marino

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*Counsel for GEICO General Insurance  
Company*

**CERTIFICATE OF SERVICE**

I certify that on January 22, 2021, I electronically filed the foregoing document with the Clerk of Court using the CM/ECF system, which will send a notice of electronic filing to the counsel of record in this case.

/s/ John P. Marino

Attorney

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.) **NOTICE: Attorneys MUST Indicate All Re-filed Cases Below.**

**I. (a) PLAINTIFFS** JACQUES RONALD CORDON, individually  
and as the named representative for others  
similarly situated

**(b)** County of Residence of First Listed Plaintiff **Miami-Dade**  
(EXCEPT IN U.S. PLAINTIFF CASES)

**(c)** Attorneys (Firm Name, Address, and Telephone Number)  
J. Wil Morris, Esq., Morris Legal, LLC, 2800 Biscayne Blvd., Suite 530, Miami, Florida 33137, Ph: 305-444-3437  
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**DEFENDANTS** GEICO GENERAL INSURANCE COMPANY,  
SYLVIA KRASNER AND JOSEPH CHAIM  
KRASNER

County of Residence of First Listed Defendant **Montgomery Cty, Maryland**  
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)  
John P. Marino, Smith, Gambrell & Russell, LLP, Smith,  
50 N. Laura Street, Suite 2600, Jacksonville, FL 32202, Ph: 904-598-6100

**(d)** Check County Where Action Arose: ☒ MIAMI-DADE ☐ MONROE ☐ BROWARD ☐ PALM BEACH ☐ MARTIN ☐ ST. LUCIE ☐ INDIAN RIVER ☐ OKEECHOBEE ☐ HIGHLANDS

**II. BASIS OF JURISDICTION** (Place an "X" in One Box Only)

☐ 1 U.S. Government Plaintiff ☐ 3 Federal Question (U.S. Government Not a Party)

☐ 2 U.S. Government Defendant ☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

**III. CITIZENSHIP OF PRINCIPAL PARTIES** (Place an "X" in One Box for Plaintiff and One Box for Defendant)

	PTF	DEF
Citizen of This State	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 1
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3
Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4
Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5
Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

**IV. NATURE OF SUIT** (Place an "X" in One Box Only)

Click here for: [Nature of Suit Code Descriptions](#)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input checked="" type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Med. Malpractice	<b>PERSONAL INJURY</b> <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input checked="" type="checkbox"/> 840 Trademark <input type="checkbox"/> 880 Defend Trade Secrets Act of 2016 <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729 (a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit (15 USC 1681 or 1692) <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes

**REAL PROPERTY**  
☐ 210 Land Condemnation  
☐ 220 Foreclosure  
☐ 230 Rent Lease & Ejectment  
☐ 240 Torts to Land  
☐ 245 Tort Product Liability  
☐ 290 All Other Real Property

**CIVIL RIGHTS**  
☐ 440 Other Civil Rights  
☐ 441 Voting  
☐ 442 Employment  
☐ 443 Housing/Accommodations  
☐ 445 Amer. w/Disabilities - Employment  
☐ 446 Amer. w/Disabilities - Other  
☐ 448 Education

**PRISONER PETITIONS**  
**Habeas Corpus:**  
☐ 463 Alien Detainee  
☐ 510 Motions to Vacate Sentence  
**Other:**  
☐ 530 General  
☐ 535 Death Penalty  
☐ 540 Mandamus & Other  
☐ 550 Civil Rights  
☐ 555 Prison Condition  
☐ 560 Civil Detainee - Conditions of Confinement

**IMMIGRATION**  
☐ 462 Naturalization Application  
☐ 465 Other Immigration Actions

**V. ORIGIN** (Place an "X" in One Box Only)

☐ 1 Original Proceeding ☒ 2 Removed from State Court ☐ 3 Re-filed (See VI below) ☐ 4 Reinstated or Reopened ☐ 5 Transferred from another district (specify) ☐ 6 Multidistrict Litigation Transfer ☐ 7 Appeal to District Judge from Magistrate Judgment ☐ 8 Multidistrict Litigation - Direct File ☐ 9 Remanded from Appellate Court

**VI. RELATED/RE-FILED CASE(S)** (See instructions): a) Re-filed Case ☐ YES ☐ NO b) Related Cases ☐ YES ☒ NO

**JUDGE:** **DOCKET NUMBER:**

**VII. CAUSE OF ACTION** Cite the U.S. Civil Statute under which you are filing and Write a Brief Statement of Cause (Do not cite jurisdictional statutes unless diversity):  
28 USC 1332(d), 1453; and (ii) 28 USC. 1446; Proposed class action seeking damages and injunctive relief arising from insurance contracts

LENGTH OF TRIAL via days estimated (for both sides to try entire case)

**VIII. REQUESTED IN COMPLAINT:** ☒ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23 **DEMAND \$** CHECK YES only if demanded in complaint:  
**JURY DEMAND:** ☒ Yes ☐ No

**ABOVE INFORMATION IS TRUE & CORRECT TO THE BEST OF MY KNOWLEDGE**  
DATE January 22, 2021 SIGNATURE OF ATTORNEY OF RECORD /s/ John P. Marino

## INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

### Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

**I. (a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.

(b) County of Residence. For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)

(c) Attorneys. Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".

**II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.C.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.  
 United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.  
 United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.  
 Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked. Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; federal question actions take precedence over diversity cases.)

**III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.

**IV. Nature of Suit.** Nature of Suit. Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).

**V. Origin.** Place an "X" in one of the seven boxes.

Original Proceedings. (1) Cases which originate in the United States district courts.

Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.

Refiled (3) Attach copy of Order for Dismissal of Previous case. Also complete VI.

Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.

Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.

Multidistrict Litigation. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407. When this box is checked, do not check (5) above.

Appeal to District Judge from Magistrate Judgment. (7) Check this box for an appeal from a magistrate judge's decision.

Remanded from Appellate Court. (8) Check this box if remanded from Appellate Court.

**VI. Related/Refiled Cases.** This section of the JS 44 is used to reference related pending cases or re-filed cases. Insert the docket numbers and the corresponding judges name for such cases.

**VII. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553

Brief Description: Unauthorized reception of cable service

**VIII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.

Demand. In this space enter the dollar amount (in thousands of dollars) being demanded or indicate other demand such as a preliminary injunction.

Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.

**Date and Attorney Signature.** Date and sign the civil cover sheet.

# **COMPOSITE EXHIBIT A**

**FORM 1.997. CIVIL COVER SHEET**

The civil cover sheet and the information contained in it neither replace nor supplement the filing and service of pleadings or other documents as required by law. This form must be filed by the plaintiff or petitioner with the Clerk of Court for the purpose of reporting uniform data pursuant to section 25.075, Florida Statutes. (See instructions for completion.)

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**I. CASE STYLE**

IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT,  
IN AND FOR MIAMI-DADE COUNTY, FLORIDA

Jacques R Cordon  
Plaintiff

Case # \_\_\_\_\_  
Judge \_\_\_\_\_

vs.

GEICO GENERAL INSURANCE COMPANY  
Defendant

---

**II. AMOUNT OF CLAIM**

Please indicate the estimated amount of the claim, rounded to the nearest dollar. The estimated amount of the claim is requested for data collection and clerical processing purposes only. The amount of the claim shall not be used for any other purpose.

- ☐ \$8,000 or less  
☐ \$8,001 - \$30,000  
☐ \$30,001- \$50,000  
☐ \$50,001- \$75,000  
☐ \$75,001 - \$100,000  
☒ over \$100,000.00

**III. TYPE OF CASE** (If the case fits more than one type of case, select the most definitive category.) If the most descriptive label is a subcategory (is indented under a broader category), place an x on both the main category and subcategory lines.

## **CIRCUIT CIVIL**

- ☐ Condominium
- ☐ Contracts and indebtedness
- ☐ Eminent domain
- ☐ Auto negligence
- ☐ Negligence—other
  - ☐ Business governance
  - ☐ Business torts
  - ☐ Environmental/Toxic tort
  - ☐ Third party indemnification
  - ☐ Construction defect
  - ☐ Mass tort
  - ☐ Negligent security
  - ☐ Nursing home negligence
  - ☐ Premises liability—commercial
  - ☐ Premises liability—residential
- ☐ Products liability
- ☐ Real Property/Mortgage foreclosure
  - ☐ Commercial foreclosure
  - ☐ Homestead residential foreclosure
  - ☐ Non-homestead residential foreclosure
  - ☐ Other real property actions
- ☐ Professional malpractice
  - ☐ Malpractice—business
  - ☐ Malpractice—medical
  - ☐ Malpractice—other professional
- ☒ Other
  - ☐ Antitrust/Trade regulation
  - ☐ Business transactions
  - ☐ Constitutional challenge—statute or ordinance
  - ☐ Constitutional challenge—proposed amendment
  - ☐ Corporate trusts
  - ☐ Discrimination—employment or other
  - ☒ Insurance claims
  - ☐ Intellectual property
  - ☐ Libel/Slander
  - ☐ Shareholder derivative action
  - ☐ Securities litigation
  - ☐ Trade secrets
  - ☐ Trust litigation

## **COUNTY CIVIL**

- ☐ Small Claims up to \$8,000
- ☐ Civil
- ☐ Real property/Mortgage foreclosure



- ☐ Replevins
- ☐ Evictions
  - ☐ Residential Evictions
  - ☐ Non-residential Evictions
- ☐ Other civil (non-monetary)

### COMPLEX BUSINESS COURT

This action is appropriate for assignment to Complex Business Court as delineated and mandated by the Administrative Order. Yes ☐ No ☒

**IV. REMEDIES SOUGHT (check all that apply):**

- ☒ Monetary;
- ☒ Nonmonetary declaratory or injunctive relief;
- ☐ Punitive

**V. NUMBER OF CAUSES OF ACTION: [ ]**

(Specify)

3

**VI. IS THIS CASE A CLASS ACTION LAWSUIT?**

- ☒ yes
- ☐ no

**VII. HAS NOTICE OF ANY KNOWN RELATED CASE BEEN FILED?**

- ☒ no
- ☐ yes If "yes," list all related cases by name, case number, and court.

**VIII. IS JURY TRIAL DEMANDED IN COMPLAINT?**

- ☒ yes
- ☐ no

I CERTIFY that the information I have provided in this cover sheet is accurate to the best of my knowledge and belief, and that I have read and will comply with the requirements of Florida Rule of Judicial Administration 2.425.

Signature: s/ J. Wil Morris Morris  
Attorney or party

Fla. Bar # 69493  
(Bar # if attorney)

J. Wil Morris Morris  
(type or print name)

12/04/2020  
Date

**IN THE CIRCUIT COURT OF THE 11TH JUDICIAL  
CIRCUIT IN AND FOR MIAMI-DADE COUNTY, FLORIDA**

JACQUES RONALD CORDON,  
individually and as the named representative  
for others similarly situated,

Plaintiffs,

**CASE NO.:**

v.

**CLASS REPRESENTATION**

GEICO GENERAL INSURANCE COMPANY,  
SYLVIA KRASNER and JOSEPH CHAIM KRASNER  
Defendants.

The civil cover sheet and the information contained here does not replace the filing and service of pleadings or other papers as required by law. This form is required by the Clerk of Court for the purpose of reporting judicial workload data pursuant to Florida Statute 25.075. See instructions and definitions on reverse of this form.

**TYPE OF CASE** (If the case fits more than one type of case, select the most definitive category.) If the most descriptive label is a subcategory (is indented under a broader category), place an x in both the main category and subcategory boxes.

<ul style="list-style-type: none"> <li><input type="radio"/> 001 - Eminent Domain</li> <li><input type="radio"/> 003 - Contracts and Indebtedness</li> <li><input type="radio"/> 010 - Auto Negligence</li> <li><input type="radio"/> 022 - Products Liability</li> <li><input type="radio"/> 023 - Condominium</li> <li><input type="radio"/> <b>Negligence - Other</b> <ul style="list-style-type: none"> <li><input type="radio"/> 097 - Business Governance</li> <li><input type="radio"/> 098 - Business Torts</li> <li><input type="radio"/> 099 - Environmental/Toxin Tort</li> <li><input type="radio"/> 100 - Third Party Indemnification</li> <li><input type="radio"/> 101 - Construction Defect</li> <li><input type="radio"/> 102 - Mass Tort</li> <li><input type="radio"/> 103 - Negligent Security</li> <li><input type="radio"/> 104 - Nursing Home Negligence</li> <li><input type="radio"/> 105 - Premises Liability - Commercial</li> <li><input type="radio"/> 106 - Premises Liability - Residential</li> <li><input type="radio"/> 107 - Negligence - Other</li> </ul> </li> <li><input type="radio"/> <b>Real Property/Mortgage Foreclosure</b> <ul style="list-style-type: none"> <li><input type="radio"/> 108 - Commercial Foreclosure \$0 - \$50,000</li> <li><input type="radio"/> 109 - Commercial Foreclosure \$50,001 - \$249,999</li> <li><input type="radio"/> 110 - Commercial Foreclosure \$250,000 - or more</li> <li><input type="radio"/> 111 - Homestead Residential Foreclosure \$0 - \$50,000</li> <li><input type="radio"/> 112 - Homestead Residential Foreclosure \$50,001 - \$249,999</li> <li><input type="radio"/> 113 - Homestead Residential Foreclosure \$250,000 or more</li> <li><input type="radio"/> 114 - Non-Homestead Residential Foreclosure \$0 - \$50,000</li> <li><input type="radio"/> 115 - Non-Homestead Residential Foreclosure \$50,001 - \$249,999</li> <li><input type="radio"/> 116 - Non-Homestead Residential Foreclosure \$250,000 or more</li> <li><input type="radio"/> 117 - Other Real Property Actions \$0 - \$50,000</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li><input type="radio"/> 118 - Other Real Property Actions \$50,001 - \$249,999</li> <li><input type="radio"/> 119 - Other Real Property Actions \$250,000 or more</li> <li><input type="radio"/> <b>Professional Malpractice</b> <ul style="list-style-type: none"> <li><input type="radio"/> 094 - Malpractice - Business</li> <li><input type="radio"/> 095 - Malpractice - Medical</li> <li><input type="radio"/> 096 - Malpractice - Other professional</li> </ul> </li> <li><input type="radio"/> <b>Other</b> <ul style="list-style-type: none"> <li><input type="radio"/> 120 - Antitrust/Trade Regulation</li> <li><input type="radio"/> 121 - Business Transactions</li> <li><input type="radio"/> 122 - Constitutional Challenge - Statute or Ordinance</li> <li><input type="radio"/> 123 - Constitutional Challenge - Proposed amendment</li> <li><input type="radio"/> 124 - Corporate Trust</li> <li><input type="radio"/> 125 - Discrimination - Employment or Other</li> <li><input type="radio"/> 126 - Insurance Claims</li> <li><input type="radio"/> 127 - Intellectual Property</li> <li><input type="radio"/> 128 - Libel/Slander</li> <li><input type="radio"/> 129 - Shareholder Derivative Action</li> <li><input type="radio"/> 130 - Securities Litigation</li> <li><input type="radio"/> 131 - Trade Secrets</li> <li><input type="radio"/> 132 - Trust Litigation</li> </ul> </li> <li><input type="radio"/> <b>133 - Other Civil Complaint</b> <ul style="list-style-type: none"> <li><input type="radio"/> 009 - Bond Estreature</li> <li><input type="radio"/> 014 - Replevin</li> <li><input type="radio"/> 024 - Witness Protection</li> <li><input type="radio"/> 080 - Declaratory Judgment</li> <li><input type="radio"/> 081 - Injunctive Relief</li> <li><input type="radio"/> 082 - Equitable Relief</li> <li><input type="radio"/> 083 - Construction Lien</li> <li><input type="radio"/> 084 - Petition for Adversary Preliminary Hearing</li> <li><input type="radio"/> 085 - Civil Forfeiture</li> <li><input type="radio"/> 086 - Voluntary Binding Arbitration</li> <li><input type="radio"/> 087 - Personal Injury Protection (PIP)</li> </ul> </li> </ul>
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**COMPLEX BUSINESS COURT**

II. This action is appropriate for assignment to Complex Business Court as delineated and mandated by the Administrative Order.

- ☐ Yes
- ☒ No

III. REMEDIES SOUGHT (check all that apply):

- ☒ monetary;
- ☐ non-monetary declaratory or injunctive relief;
- ☐ punitive

IV. NUMBER OF CAUSES OF ACTION: 3

(specify)

① Receivable and Unpaid Trade Payable Acc, ② Insurance ③ Unpaid CO  
Debt & Other  
Practices etc

V. IS THIS CASE A CLASS ACTION LAWSUIT?

- ☒ Yes
- ☐ No

VI. HAS NOTICE OF ANY KNOWN RELATED CASE BEEN FILED?

- ☒ No
- ☐ Yes If "Yes", list all related cases by name, case number, and court.

VII. IS JURY TRIAL DEMANDED IN COMPLAINT?

- ☒ Yes
- ☐ No

I CERTIFY that the information I have provided in this cover sheet is accurate to the best of my knowledge and belief.

Date: 3/18/2020

SIGNATURE OF ATTORNEY  
FOR PARTY INITIATING ACTION

s/ J. Wil Morris

J. Wil Morris

Florida Bar No. 069493

**Morris Legal, LLC**

2800 Biscayne Blvd, Suite 530

Miami, FL 33137

(305) 444-3437 - Phone

(305) 444-3457 - Fax

**IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT  
IN AND FOR MIAMI-DADE COUNTY, FLORIDA**

JACQUES RONALD CORDON,  
individually and as the named representative  
for others similarly situated,

Plaintiffs,

**CASE NO.:**

v.

**CLASS REPRESENTATION**

GEICO GENERAL INSURANCE COMPANY,  
SYLVIA KRASNER and JOSEPH CHAIM KRASNER

Defendants.

**COMPLAINT**

Plaintiffs, Jacques Ronald Cordon (“Cordon”), on behalf of themselves and all others similarly situated by and through undersigned counsel hereby sues Defendant, GEICO General Insurance Company (“GIECO”), Sylvia Krasner and Joseph Chaim Krasner (the “Krasners”) and, in support hereof, alleges as follows:

**PARTIES**

1. Plaintiff, Jacques Ronald Cordon, is an individual who is a resident of Miami-Dade County, Florida. Cordon carries automobile insurance with GEICO under policy number 4000629081 (the “Policy”).

2. Defendant, GEICO is a foreign corporation authorized to and is conducting business in Miami-Dade County, Florida.

3. Defendant, Sylvia Krasner is an individual who is a resident of Miami- Dade County, Florida.

4. Defendant, Joseph Chaim Krasner, is an individual who is a resident of Miami-

Dade County, Florida.

### **JURISDICTION AND VENUE**

5. This is an action for damages in an amount greater than \$15,000.00. Through this action, Cordon further seeks declaratory, injunctive and other relief.

6. Venue is properly set in this Court because, pursuant to Fla. Stat. §47.051, GEICO conducts business in Miami-Dade County, Florida and the Krasners are residents of Miami-Dade County, Florida.

### **CLASS REPRESENTATION ALLEGATIONS**

7. Cordon brings this class action pursuant to Fla.R.Civ.P. 1.220(b)(1)(B) and (b)(2) on behalf of himself and a class consisting of all persons who suffered a property/vehicle loss while insured by GEICO, whose claims were unfairly and deceptively processed; rights or entitlement under policies were not unfairly and deceptively disclosed; were not honestly indemnified or adequately compensated for their loss in a timely and reasonable fashion; and who were deceived into believing in a “family treatment” when both parties of the accident were insured by GEICO (the “Class”).

8. Cordon’s claims involve questions of law and fact that are common to each member of the Class. Among the questions of law and fact common to Cordon and the Class are:

- a. Whether the actions of GEICO constitute a deceptive and unfair trade practice;
- b. Whether Cordon and the Class are entitled to injunctive relief prohibiting GEICO from engaging in further deceptive and unfair trade practices; and
- c. Whether Cordon and the Class suffered a loss or damages as a result of



GEICO deceptive and unfair practices.

9. Cordon's claims are typical of the members of the Class because like members of the Class.

10. Cordon and members of the Class sustained similar damages as a result of the actions and inactions of GEICO's unfair and deceptive trade practices.

11. The number of members in the Class is yet unknown to Cordon as GEICO would have that information and which would be the subject matter of extensive discovery. On information and belief, Cordon surmise that the number would far exceed the threshold for class certification. Cordon will fairly and adequately protect and represent the interests of the members of the Class because his interest is fully aligned with the interest of the Class members. Cordon intends to retain counsel sufficiently experienced in the litigation of claims such as in this action and who have no conflict of interest with other Class members in the maintenance of this Class Action. Cordon intends to vigorously and exhaustively pursue the claims on behalf of the Class.

12. The particular facts and circumstances that support maintenance of this cause as a class action pursuant to Fla.R.Civ.P. 1.220(b)(1)(B) and (b)(2) are:

a. The Court's determination of the propriety of GEICO failing and refusing , by way of deceptive and unfair practices, to fairly and adequately indemnify and make whole its insureds, under circumstances similar to those experienced by Cordon would, as a practical matter, be dispositive of the interests or substantially impair or impede the ability of other members of the Class who are not parties to the adjudication to protect their interests.

### **GENERAL ALLEGATIONS**

13. On January 14, 2019, Cordon was involved in an accident in Miami-Dade county with a vehicle owned and operated by the Krasners.

14. The Krasners, who were also insured by GEICO, were determined to be at fault for the accident.

15. The following day, on January 15, 2019, GEICO's adjuster, Adriana Rivas, attempted to inspect the damage to Cordon's 2005 Toyota Sequoia Limited SUV (the "Vehicle") at Cordon's office location, but was unable to complete the inspection on account of being unable to open the Vehicle's hood.

16. On or about January 16, 2019 GEICO's adjuster, Adriana Rivas, advised Cordon to take the Vehicle to a bodyshop so that the hood could be opened and the inspection completed. Cordon followed her instructions.

17. On or about January 18, 2019, the bodyshop advised Cordon that there were other damages to the Vehicle – after opening the hood. Cordon relayed the information to GEICO's adjuster who took the bodyshop's information indicating her need to go to the bodyshop to complete the inspection of the Vehicle.

18. On or about January 28, 2019, after several inquiries on the status of his claim, GEICO's adjuster advised Cordon that GEICO has not yet made a decision. Soon thereafter, Cordon, again contacted the adjuster to ask why GEICO is taking so long. At which time, GEICO's adjuster advised Cordon that GEICO was considering declaring the Vehicle a total loss due to the activation of the Vehicle's airbag.

19. After a week without a car, Cordon, who did not have a credit card, arranged to rent one as a second driver on a friend's card as he waited on GEICO to make a decision.

20. GEICO's adjuster initially failed to advise Cordon that he was entitled to the use of a rental car under the Policy. Cordon did so – at his own cost. When confronted, GEICO's adjuster advised Cordon that he was only entitled to a rental car for one week under the Policy. Forcing

Cordon to seek weekly extensions as GEICO took its time on the claim for indemnification and because of GEICO indecision whether to declare the Vehicle a total loss.

21. GEICO's failure to timely process the claim and advise Cordon of the amount of time he is entitled to a rental car led to Cordon returning the rental car one day late after four purported extensions, and, as a result, being barred from ever renting from that company and its affiliates. GEICO to date, never reimbursed Cordon for the rental even after being presented with the final bill.

22. Some time thereafter, GEICO's adjuster determined to declare the Vehicle as a total loss. Eight to ten days later, GEICO sent Cordon a statement offering to pay an amount substantially below the value of the Vehicle in the local marketplace and nothing for the rental and the storage of the Vehicle.

23. Cordon objected to the amount offered for the Vehicle and was told by GEICO's representative that, according to their research, that was the market value of the Vehicle in the local market.

24. Cordon searched for similar vehicles for sale in the local market and submitted comparables at more than twice the value offered by GEICO. In return, GEICO submitted vehicles from other States without any details as to the condition or mileage yet, at the same time, engage in a campaign to deduct value from the Vehicle for every scratch or blemish.

25. GEICO's statement did not include payment or reimbursement for the rental car and also had a zero amount for storage of the Vehicle at the facility Cordon took the Vehicle following GEICO's instructions. By phone, GEICO indicated that it would handle the storage and rental separately but refused to submit that commitment to Cordon in writing. To this date, Cordon has not received any more statements adjusting the true value of the car, paying for the rental and



taking responsibility for the storage, separately as it indicated.

26. GEICO processed the claim under Cordon's policy and applied the deductible thereunder as a reduction to their offered price.

27. Cordon objected to the offered price and to the deductible being deducted from him stating that GEICO should get the deductible from the Krasners' as the guilty party. Cordon also inquired into whether his filing the claim, although not at fault, would impact his future premiums. GEICO then switched and processed the claim under the Krasners' policy. GEICO has since ignored Cordon and made no further contact on the claim. Cordon believed GEICO closed his file as a way to exert pressure for his to accept its unfair and inadequate offer.

28. All conditions precedent to the commencement of this action have occurred or have been waived.

**COUNT I  
VIOLATION OF THE DECEPTIVE AND UNFAIR TRADE PRACTICES ACT**

29. Cordon realleges paragraphs 1 through 28 above as if fully set forth herein.

30. At all times material hereto, Cordon was a consumer.

31. At all times material hereto, GEICO was involved in trade or commerce.

32. GEICO engaged in unfair and deceptive practices by intentionally, unlawfully and willfully:

a. mislead Cordon of his rights or entitlement under his policy which were not honestly disclosed;

b. submit noncomparable vehicles which would not honestly indemnify or adequately compensate Cordon for his loss in a timely and reasonable fashion;

c. misled Cordon into believing in or expecting a "family treatment" when both parties of the accident were insured by GEICO.

d. withholding payment for the rental car and accept responsibility for the storage of the vehicle.

33. GEICO's actions were violative of Fla. Stat. §§501.204(1).

34. As a result of GEICO's unfair and deceptive conduct, Cordon was injured and sustained damages.

WHEREFORE, Cordon respectfully demands that the Court declare this action as properly being brought as a class pursuant to Fla.R.Civ.P. 1.220(b)(1)(B) and (b)(2), certify the Class and declare Cordon as a proper representative of the Class. Enter judgment in her favor, individually and as a representative of the Class against GEICO in an amount to be determined after trial of this matter for the damages sustained as a result of GEICO's unfair and deceptive conduct, award reasonable attorneys' fees and costs incurred in prosecuting this action pursuant to Fla. Stat. §501.2105 and all such further and additional relief as the Court deems just and proper.

## **COUNT II INJUNCTIVE RELIEF**

35. Cordon realleges paragraphs 1 through 28 above as if fully set forth herein.

43. This is a claim for injunctive relief pursuant to Fla. Stat. §501.211(1).

44. Cordon has and would continue to suffer irreparable harm if GEICO is not permanently enjoined from its continued violation of Fla. Stat. §§501.204(1).

45. Cordon has a clear and legal right to seek and obtain the injunction sought here and for which he has no adequate remedy at law.

46. The interest of the general public will be best served if GEICO was permanently enjoined from further violations of Fla. Stat. §§501.204(1).

WHEREFORE, Cordon respectfully demands that the Court declare this action as properly being brought as a class pursuant to Fla.R.Civ.P. 1.220(b)(1)(B) and (b)(2), certify the Class and

declare Cordon as a proper representative of the Class. Cordon further and respectfully demands, for himself and as the representative of the Class, that the Court enter an order permanently enjoining GEICO from engaging in the deceptive and unfair practice complained of here, award reasonable attorneys' fees and costs incurred in prosecuting this action pursuant to Fla. Stat. §501.2105 and all such further and additional relief as the Court deems just and proper.

**COUNT III**  
**VIOLATION OF THE FLORIDA'S UNFAIR OR DECEPTIVE PRACTICES ACT**

35. Cordon realleges paragraphs 1 through 28 above as if fully set forth herein.
36. This is an action pursuant to Fla. Stat. §624.155.
37. At all times material hereto, Cordon was an insured of GEICO's.
38. GEICO, violated the provisions of Fla. Stat. §626.9541(i)2., 3.b, f, g, and h.
39. Cordon sustained damages as a direct and proximate result of GEICO's conduct.

WHEREFORE, Cordon respectfully demands that the Court declare this action as properly being brought as a class pursuant to Fla.R.Civ.P. 1.220(b)(1)(B) and (b)(2), certify the Class and declare Cordon as a proper representative of the Class. Enter judgment in her favor, individually and as a representative of the Class against GEICO in an amount to be determined after trial of this matter for the damages sustained as a result of GEICO's unfair and deceptive conduct, award reasonable attorneys' fees and costs incurred in prosecuting this action pursuant to Fla. Stat. §624.155(4) and all such further and additional relief as the Court deems just and proper.

**DEMAND FOR JURY TRIAL**

Cordon demands trial by jury on all issues so triable.

Respectfully submitted,

**Morris Legal, LLC**  
2800 Biscayne Blvd., Suite 530  
Miami, FL 33137  
305-444-3437 - Phone  
305-444-3457 - Fax  
**Primary email:** [efile@morrislegalfla.com](mailto:efile@morrislegalfla.com)

By: s/ J. Wil Morris  
J. Wil Morris  
Florida Bar No. 069493

And

**CORDON LAW OFFICES**  
Ron Cordon, Esq.  
Counsel for Plaintiff  
335 NW 54<sup>th</sup> Street  
Miami, Florida 33127  
(305) 759-2446

By: s/ Ron Cordon  
Ron Cordon, Esq.  
Fla. Bar No. 866520

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the foregoing was served via email through the filing portal to: Counsel of Record on December 4, 2019.

By: s/ J. Wil Morris  
J. Wil Morris

**IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT  
IN AND FOR MIAMI-DADE COUNTY, FLORIDA**

JACQUES RONALD CORDON,  
individually and as the named representative  
for others similarly situated,

Plaintiffs,  
**01**

**CASE NO.: 2020-026071-CA-**

v.

**CLASS REPRESENTATION**

GEICO GENERAL INSURANCE COMPANY,  
SYLVIA KRASNER and JOSEPH CHAIM KRASNER

Defendants.  
\_\_\_\_\_ /

**SUMMONS**

THE STATE OF FLORIDA:  
To Each Sheriff of the State:

**YOU ARE COMMANDED** to serve this Summons and a copy of the Complaint in this  
action on Defendant(s):

GEICO GENERAL INSURANCE COMPANY  
By and through its Registered Agent  
CHIRF FINANCIAL OFFICER  
200 E. Gains Street  
Tallahassee, Florida 32399

Each Defendant is required to serve written defenses to the Complaint or Petition on Plaintiff's Attorney J. Wil Morris, c/o Morris Legal, LLC, 2800 Biscayne Blvd., Suite 530, Miami, FL 33137, within twenty (20) days after service of this Summons on that Defendant, exclusive of the day of service, and to file the original of the defenses with the Clerk of this Court at the Miami-Dade County Courthouse either before service on Plaintiff's attorney or immediately thereafter. If a Defendant fails to do so, default will be entered against that Defendant for the relief demanded in the Complaint or Petition.

DATED \_\_\_\_\_.

Harvey Ruvin  
Clerk of Courts

By: \_\_\_\_\_  
As Deputy Clerk

IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT  
IN AND FOR MIAMI-DADE COUNTY, FLORIDA

JACQUES RONALD CORDON,  
individually and as the named representative  
for others similarly situated,

Plaintiffs,  
**01**

**CASE NO.: 2020-026071-CA-**

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GEICO GENERAL INSURANCE COMPANY,  
SYLVIA KRASNER and JOSEPH CHAIM KRASNER

Defendants.  
\_\_\_\_\_ /

**SUMMONS**

THE STATE OF FLORIDA:  
To Each Sheriff of the State:

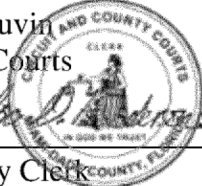
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By and through its Registered Agent  
CHIRF FINANCIAL OFFICER  
200 E. Gains Street  
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DATED 12/15/2020.

Harvey Ruvim  
Clerk of Courts  
By: [Signature] 338  
As Deputy Clerk



**IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT  
IN AND FOR MIAMI-DADE COUNTY, FLORIDA**

JACQUES RONALD CORDON,  
individually and as the named representative  
for others similarly situated,

Plaintiffs,  
**01**

**CASE NO.: 2020-026071-CA-**

v.

**CLASS REPRESENTATION**

GEICO GENERAL INSURANCE COMPANY,  
SYLVIA KRASNER and JOSEPH CHAIM KRASNER

Defendants.  
\_\_\_\_\_ /

**SUMMONS**

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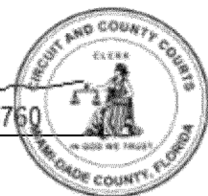
GEICO GENERAL INSURANCE COMPANY  
By and through its Registered Agent  
CHIRF FINANCIAL OFFICER  
200 E. Gains Street  
Tallahassee, Florida 32399

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DATED 12/15/2020.

Harvey Ruvin  
Clerk of Courts

By: 308760  
As Deputy Clerk





**RETURN OF SERVICE**

**State of Florida**

**County of Miami-Dade**

**11th Judicial Circuit Court**

Case Number: 2020-026071-CA-01

Plaintiff:

**JACQUES RONALD CORDON, individually and as the named representative  
for others similarly situated**



vs.

Defendant:

**GEICO GENERAL INSURANCE COMPANY, SYLVIA KRASNER and JOSEPH  
CHAIM KRASNER**

For:

J. Wil Morris, Esq.  
Morris Legal, LLC  
2800 Biscayne Blvd., Suite 530  
Miami, FL 33137

Received by Miami PSPI, LLC on the 16th day of December, 2020 at 4:52 pm to be served on **GEICO GENERAL INSURANCE COMPANY** By and through its Registered Agent, **CHIEF FINANCIAL OFFICER, 200 E. Gaines Street, Tallahassee, FL 32399.**

I, **MICHAEL C. NOLAN**, do hereby affirm that on the **17th day of December, 2020 at 8:50 am**, I:

**CORPORATE:** served by delivering a true copy of the **SUMMONS and COMPLAINT; CHECK# 29081 DATED 12/16/20 IN THE AMOUNT OF \$15 FOR THE CHIEF FINANCIAL OFFICER** with the date and hour of service endorsed thereon by me, to: **COLBY NUTTING as OPS CLERK** for the Registered Agent of **GEICO GENERAL INSURANCE COMPANY** By and through its Registered Agent, **CHIEF FINANCIAL OFFICER** at the address of: **200 EAST GAINES STREET, TALLAHASSEE, FL 32399**, and informed said person of the contents therein, in compliance with state statutes.

**Description** of Person Served: Age: 20+, Sex: M, Race/Skin Color: WHITE, Height: 6'0, Weight: 200, Hair: BROWN, Glasses: N

I certify that I am over the age of 18, have no interest in the above action, and am a Certified Process Server, in good standing, in the judicial circuit in which the process was served. Under penalty of perjury I declare that the facts contained herein are true to the best of my knowledge. NO NOTARY REQUIRED PURSUANT TO F.S. 92.525 (2).

**MICHAEL C. NOLAN**  
Certified Process Server, #111

**Miami PSPI, LLC**  
**1800 Coral Way**  
**Suite 1511**  
**Miami, FL 33145**  
**(305) 285-4321**

Our Job Serial Number: NAY-2020001333  
Ref: 2020001333



IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT  
IN AND FOR MIAMI-DADE COUNTY, FLORIDA

JACQUES RONALD CORDON,  
individually and as the named representative  
for others similarly situated,

Plaintiffs,

01

CASE NO.: 2020-026071-CA-

v.

CLASS REPRESENTATION

GEICO GENERAL INSURANCE COMPANY,  
SYLVIA KRASNER and JOSEPH CHAIM KRASNER

Defendants.

Date: 12/17/20 Time: 8:50am  
MCN #111

SUMMONS

is a certified process server in the  
Circuit and County Courts in and for the  
Second Judicial Circuit

THE STATE OF FLORIDA:  
To Each Sheriff of the State:

**YOU ARE COMMANDED** to serve this Summons and a copy of the Complaint in this  
action on Defendant(s):

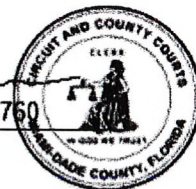
GEICO GENERAL INSURANCE COMPANY  
By and through its Registered Agent  
CHIRF FINANCIAL OFFICER  
200 E. Gains Street  
Tallahassee, Florida 32399

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FL 33137, within twenty (20) days after service of this Summons on that Defendant, exclusive of  
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Dade County Courthouse either before service on Plaintiff's attorney or immediately thereafter. If  
a Defendant fails to do so, default will be entered against that Defendant for the relief demanded  
in the Complaint or Petition.

DATED 12/15/2020.

Harvey Ruvin  
Clerk of Courts

By: 308760  
As Deputy Clerk





CHIEF FINANCIAL OFFICER  
JIMMY PATRONIS  
STATE OF FLORIDA



\*20-000416534\*

JACQUES RONALD CORDON, INDIVIDUALLY  
AND AS THE NAMED REPRESENTATIVE FOR  
OTHERS SIMILARLY SITUATED,

PLAINTIFF(S)

VS.

GEICO GENERAL INSURANCE COMPANY,  
SYLVIA KRASNER AND JOSEPH CHAIM  
KRASNER

DEFENDANT(S)

SUMMONS, COMPLAINT

**CASE #:** 2020-026071-CA  
**COURT:** CIRCUIT COURT  
**COUNTY:** MIAMI-DADE  
**DFS-SOP #:** 20-000416534

### **NOTICE OF SERVICE OF PROCESS**

NOTICE IS HEREBY GIVEN of acceptance of Service of Process by the Chief Financial Officer of the State of Florida. Said process was received in my office by PROCESS SERVER on Thursday, December 17, 2020 and a copy was forwarded by ELECTRONIC DELIVERY on Wednesday, December 23, 2020 to the designated agent for the named entity as shown below.

GEICO GENERAL INSURANCE COMPANY  
ANGELA RINELLA  
3535 WEST PIPKIN ROAD  
LAKELAND, FL 33811

**\*Our office will only serve the initial process(Summons and Complaint) or Subpoena and is not responsible for transmittal of any subsequent filings, pleadings, or documents unless otherwise ordered by the Court pursuant to Florida Rules of Civil Procedure, Rule #1.080**

Jimmy Patronis  
Chief Financial Officer

J. WIL MORRIS  
ATTORNEY  
MORRIS LEGAL, LLC  
2800 BISCAYNE BOULEVARD  
SUITE 530  
MIAMI, FL 33137

CF2

Filing # 117940121 E-Filed 12/09/2020 04:05:45 PM

IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT  
IN AND FOR MIAMI-DADE COUNTY, FLORIDA

JACQUES RONALD CORDON,  
individually and as the named representative  
for others similarly situated,

Plaintiffs,

CASE NO.: 2020-026071-CA-

01

v.

CLASS REPRESENTATION

GEICO GENERAL INSURANCE COMPANY,  
SYLVIA KRASNER and JOSEPH CHAIM KRASNER

Defendants.

Date: 12/15/2020  
Signed in the  
presence of the  
Court Clerk and for the  
Court Clerk

SUMMONS

THE STATE OF FLORIDA:  
To Each Sheriff of the State:

**YOU ARE COMMANDED** to serve this Summons and a copy of the Complaint in this  
action on Defendant(s):

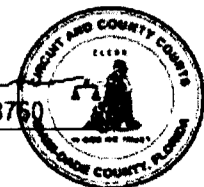
GEICO GENERAL INSURANCE COMPANY  
By and through its Registered Agent  
CHIRF FINANCIAL OFFICER  
200 E. Gains Street  
Tallahassee, Florida 32399

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in the Complaint or Petition.

DATED 12/15/2020.

Harvey Ruvin  
Clerk of Courts

By: 308760  
As Deputy Clerk



**IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT  
IN AND FOR MIAMI-DADE COUNTY, FLORIDA**

JACQUES RONALD CORDON,  
individually and as the named representative  
for others similarly situated,

Plaintiffs,  
**01**

**CASE NO.: 2020-026071-CA-**

v.

**CLASS REPRESENTATION**

GEICO GENERAL INSURANCE COMPANY,  
SYLVIA KRASNER and JOSEPH CHAIM KRASNER

Defendants.

**COMPLAINT**

Plaintiffs, Jacques Ronald Cordon (“Cordon”), on behalf of themselves and all others similarly situated by and through undersigned counsel hereby sues Defendant, GEICO General Insurance Company (“GIECO”), Sylvia Krasner and Joseph Chaim Krasner (the “Krasners”) and, in support hereof, alleges as follows:

**PARTIES**

1. Plaintiff, Jacques Ronald Cordon, is an individual who is a resident of Miami-Dade County, Florida. Cordon carries automobile insurance with GEICO under policy number 4000629081 (the “Policy”).

2. Defendant, GEICO is a foreign corporation authorized to and is conducting business in Miami-Dade County, Florida.

3. Defendant, Sylvia Krasner is an individual who is a resident of Miami- Dade County, Florida.

4. Defendant, Joseph Chaim Krasner, is an individual who is a resident of Miami-

Dade County, Florida.

### **JURISDICTION AND VENUE**

5. This is an action for damages in an amount greater than \$15,000.00. Through this action, Cordon further seeks declaratory, injunctive and other relief.

6. Venue is properly set in this Court because, pursuant to Fla. Stat. '47.051, GEICO conducts business in Miami-Dade County, Florida and the Krasners are residents of Miami-Dade County, Florida.

### **CLASS REPRESENTATION ALLEGATIONS**

7. Cordon brings this class action pursuant to Fla.R.Civ.P. 1.220(b)(1)(B) and (b)(2) on behalf of himself and a class consisting of all persons who suffered a property/vehicle loss while insured by GEICO, whose claims were unfairly and deceptively processed; rights or entitlement under policies were not unfairly and deceptively disclosed; were not honestly indemnified or adequately compensated for their loss in a timely and reasonable fashion; and who were deceived into believing in a "family treatment" when both parties of the accident were insured by GEICO (the "Class").

8. Cordon's claims involve questions of law and fact that are common to each member of the Class. Among the questions of law and fact common to Cordon and the Class are:

- a. Whether the actions of GEICO constitute a deceptive and unfair trade practice;
- b. Whether Cordon and the Class are entitled to injunctive relief prohibiting GEICO from engaging in further deceptive and unfair trade practices; and
- c. Whether Cordon and the Class suffered a loss or damages as a result of

GEICO deceptive and unfair practices.

9. Cordon's claims are typical of the members of the Class because like members of the Class.

10. Cordon and members of the Class sustained similar damages as a result of the actions and inactions of GEICO's unfair and deceptive trade practices.

11. The number of members in the Class is yet unknown to Cordon as GEICO would have that information and which would be the subject matter of extensive discovery. On information and belief, Cordon surmise that the number would far exceed the threshold for class certification. Cordon will fairly and adequately protect and represent the interests of the members of the Class because his interest is fully aligned with the interest of the Class members. Cordon intends to retain counsel sufficiently experienced in the litigation of claims such as in this action and who have no conflict of interest with other Class members in the maintenance of this Class Action. Cordon intends to vigorously and exhaustively pursue the claims on behalf of the Class.

12. The particular facts and circumstances that support maintenance of this cause as a class action pursuant to Fla.R.Civ.P. 1.220(b)(1)(B) and (b)(2) are:

a. The Court's determination of the propriety of GEICO failing and refusing , by way of deceptive and unfair practices, to fairly and adequately indemnify and make whole its insureds, under circumstances similar to those experienced by Cordon would, as a practical matter, be dispositive of the interests or substantially impair or impede the ability of other members of the Class who are not parties to the adjudication to protect their interests.

#### **GENERAL ALLEGATIONS**

13. On January 14, 2019, Cordon was involved in an accident in Miami-Dade county with a vehicle owned and operated by the Krasners.



14. The Krasners, who were also insured by GEICO, were determined to be at fault for the accident.

15. The following day, on January 15, 2019, GEICO's adjuster, Adriana Rivas, attempted to inspect the damage to Cordon's 2005 Toyota Sequoia Limited SUV (the "Vehicle") at Cordon's office location, but was unable to complete the inspection on account of being unable to open the Vehicle's hood.

16. On or about January 16, 2019 GEICO's adjuster, Adriana Rivas, advised Cordon to take the Vehicle to a bodyshop so that the hood could be opened and the inspection completed. Cordon followed her instructions.

17. On or about January 18, 2019, the bodyshop advised Cordon that there were other damages to the Vehicle – after opening the hood. Cordon relayed the information to GEICO's adjuster who took the bodyshop's information indicating her need to go to the bodyshop to complete the inspection of the Vehicle.

18. On or about January 28, 2019, after several inquiries on the status of his claim, GEICO's adjuster advised Cordon that GEICO has not yet made a decision. Soon thereafter, Cordon, again contacted the adjuster to ask why GEICO is taking so long. At which time, GEICO's adjuster advised Cordon that GIECO was considering declaring the Vehicle a total loss due to the activation of the Vehicle's airbag.

19. After a week without a car, Cordon, who did not have a credit card, arranged to rent one as a second driver on a friend's card as he waited on GEICO to make a decision.

20. GEICO's adjuster initially failed to advise Cordon that he was entitled to the use of a rental car under the Policy. Cordon did so – at his own cost. When confronted, GEICO's adjuster advised Cordon that he was only entitled to a rental car for one week under the Policy. Forcing

Cordon to seek weekly extensions as GEICO took its time on the claim for indemnification and because of GEICO indecision whether to declare the Vehicle a total loss.

21. GEICO's failure to timely process the claim and advise Cordon of the amount of time he is entitled to a rental car led to Cordon returning the rental car one day late after four purported extensions, and, as a result, being barred from ever renting from that company and its affiliates. GEICO to date, never reimbursed Cordon for the rental even after being presented with the final bill.

22. Some time thereafter, GEICO's adjuster determined to declare the Vehicle as a total loss. Eight to ten days later, GEICO sent Cordon a statement offering to pay an amount substantially below the value of the Vehicle in the local marketplace and nothing for the rental and the storage of the Vehicle.

23. Cordon objected to the amount offered for the Vehicle and was told by GEICO's representative that, according to their research, that was the market value of the Vehicle in the local market.

24. Cordon searched for similar vehicles for sale in the local market and submitted comparables at more than twice the value offered by GEICO. In return, GEICO submitted vehicles from other States without any details as to the condition or mileage yet, at the same time, engage in a campaign to deduct value from the Vehicle for every scratch or blemish.

25. GEICO's statement did not include payment or reimbursement for the rental car and also had a zero amount for storage of the Vehicle at the facility Cordon took the Vehicle following GEICO's instructions. By phone, GEICO indicated that it would handle the storage and rental separately but refused to submit that commitment to Cordon in writing. To this date, Cordon has not received any more statements adjusting the true value of the car, paying for the rental and



taking responsibility for the storage, separately as it indicated.

26. GEICO processed the claim under Cordon's policy and applied the deductible thereunder as a reduction to their offered price.

27. Cordon objected to the offered price and to the deductible being deducted from him stating that GEICO should get the deductible from the Krasners' as the guilty party. Cordon also inquired into whether his filing the claim, although not at fault, would impact his future premiums. GEICO then switched and processed the claim under the Krasners' policy. GEICO has since ignored Cordon and made no further contact on the claim. Cordon believed GEICO closed his file as a way to exert pressure for his to accept its unfair and inadequate offer.

28. All conditions precedent to the commencement of this action have occurred or have been waived.

**COUNT I  
VIOLATION OF THE DECEPTIVE AND UNFAIR TRADE PRACTICES ACT**

29. Cordon realleges paragraphs 1 through 28 above as if fully set forth herein.

30. At all times material hereto, Cordon was a consumer.

31. At all times material hereto, GEICO was involved in trade or commerce.

32. GEICO engaged in unfair and deceptive practices by intentionally, unlawfully and willfully:

a. mislead Cordon of his rights or entitlement under his policy which were not honestly disclosed;

b. submit noncomparable vehicles which would not honestly indemnify or adequately compensate Cordon for his loss in a timely and reasonable fashion;

c. misled Cordon into believing in or expecting a "family treatment" when both parties of the accident were insured by GEICO.

d. withholding payment for the rental car and accept responsibility for the storage of the vehicle.

33. GEICO's actions were violative of Fla. Stat. §§501.204(1).

34. As a result of GEICO's unfair and deceptive conduct, Cordon was injured and sustained damages.

WHEREFORE, Cordon respectfully demands that the Court declare this action as properly being brought as a class pursuant to Fla.R.Civ.P. 1.220(b)(1)(B) and (b)(2), certify the Class and declare Cordon as a proper representative of the Class. Enter judgment in her favor, individually and as a representative of the Class against GEICO in an amount to be determined after trial of this matter for the damages sustained as a result of GEICO's unfair and deceptive conduct, award reasonable attorneys' fees and costs incurred in prosecuting this action pursuant to Fla. Stat. '501.2105 and all such further and additional relief as the Court deems just and proper.

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45. Cordon has a clear and legal right to seek and obtain the injunction sought here and for which he has no adequate remedy at law.

46. The interest of the general public will be best served if GEICO was permanently enjoined from further violations of Fla. Stat. §§501.204(1).

WHEREFORE, Cordon respectfully demands that the Court declare this action as properly being brought as a class pursuant to Fla.R.Civ.P. 1.220(b)(1)(B) and (b)(2), certify the Class and

declare Cordon as a proper representative of the Class. Cordon further and respectfully demands, for himself and as the representative of the Class, that the Court enter an order permanently enjoining GEICO from engaging in the deceptive and unfair practice complained of here, award reasonable attorneys' fees and costs incurred in prosecuting this action pursuant to Fla. Stat. '501.2105 and all such further and additional relief as the Court deems just and proper.

**COUNT III  
VIOLATION OF THE FLORIDA'S UNFAIR OR DECEPTIVE PRACTICES ACT**

35. Cordon realleges paragraphs 1 through 28 above as if fully set forth herein.
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37. At all times material hereto, Cordon was an insured of GEICO's.
38. GEICO, violated the provisions of Fla. Stat. §626.9541(i)2., 3.b, f, g, and h.
39. Cordon sustained damages as a direct and proximate result of GEICO's conduct.

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**DEMAND FOR JURY TRIAL**

Cordon demands trial by jury on all issues so triable.

Respectfully submitted,

**Morris Legal, LLC**  
2800 Biscayne Blvd., Suite 530  
Miami, FL 33137  
305-444-3437 - Phone  
305-444-3457 - Fax  
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By: s/ J. Wil Morris  
J. Wil Morris  
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And

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By: s/ Ron Cordon  
Ron Cordon, Esq.  
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**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the foregoing was served via email through the filing portal to: Counsel of Record on December 4, 2019.

By: s/ J. Wil Morris  
J. Wil Morris



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### JACQUES R CORDON VS GEICO GENERAL INSURANCE COMPANY

**Local Case Number:** 2020-026071-CA-01

**Filing Date:** 12/04/2020

**State Case Number:** 132020CA026071000001

**Judicial Section:** CA31

**Consolidated Case No.:** N/A

**Case Type:** Insurance Claim

**Case Status:** OPEN

Parties

Total Of Parties: 2 **+**



Hearing Details

Total Of Hearings: 0 **+**

Dockets

Total Of Dockets: 11 **-**

	Number	Date	Book/Page	Docket Entry	Event Type	Comments
	9	12/21/2020		Service Returned	Event	Parties: GEICO GENERAL INSURANCE COMPANY
		12/15/2020		20 Day Summons Issued	Service	
	8	12/15/2020		ESummons 20 Day Issued	Event	Parties: GEICO GENERAL INSURANCE COMPANY
		12/15/2020		20 Day Summons Issued	Service	
	7	12/15/2020		ESummons 20 Day Issued	Event	Parties: GEICO GENERAL INSURANCE COMPANY
	6	12/11/2020		Receipt:	Event	RECEIPT#:2500004 AMT PAID:\$10.00 NAME:J WILL MORRIS MORRIS LEGAL, LLC 2800 BISCAYNE BLVD SUITE 530 MIAMI FL 33137 COMMENT: ALLOCATION CODE QUANTITY UNIT AMOUNT 3139-SUMMONS ISSUE FEE 1 \$10.00 \$10.00 TENDER TYPE:E-FILING ACH TENDER
	5	12/09/2020		(M) 20 Day (C) Summons (Sub) Received	Event	
	4	12/05/2020		Receipt:	Event	RECEIPT#:2520194 AMT PAID:\$401.00 NAME:J WILL MORRIS MORRIS LEGAL, LLC 2800 BISCAYNE BLVD SUITE 530 MIAMI FL 33137 COMMENT: ALLOCATION CODE QUANTITY UNIT AMOUNT 3100-CIRCUIT FILING FEE 1 \$401.00 \$401.00 TENDER TYPE:E-FILING ACH TEND
	3	12/04/2020		Complaint	Event	

	Number	Date	Book/Page	Docket Entry	Event Type	Comments
	2	12/04/2020		Civil Cover	Event	
	1	12/04/2020		Civil Cover Sheet - Claim Amount	Event	

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Clerk of the Courts

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305-275-1155

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This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [GEICO Hit with Class Action Over Allegedly 'Unfair and Deceptive' Claims Processing](#)

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