

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA

CLASS ACTION

SHELITHEA HALLUMS,  
individually and as representative of a  
class of similarly-situated persons,

Plaintiff,

v.

INFINITY INSURANCE COMPANY and  
INFINITY AUTO INSURANCE COMPANY,

Defendants.

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**CLASS ACTION COMPLAINT**

Plaintiff, Shelithea Hallums, individually and on behalf of all others similarly situated, brings this action, and except as to those allegations regarding herself, which are based on personal knowledge, alleges as follows based upon the investigation of counsel:

**Preliminary Statement**

1. This action addresses Defendants' practice of charging personal auto insurance customers increased premiums for an illusory product that purports to provide auto lessees an insurance coverage that, according to Defendants, will indemnify their lessors for the damages said lessors become legally obligated to pay arising from losses covered under the lessees' liability policies. In particular, Defendants' product—a rider marketed as the *Lessor Liability Endorsement* (the "Rider")—purports to insure the risk of lessor liability upon a loss covered under a Defendants' policy issued to a lessee. However, said risk of lessor liability is non-existent because: (a) the Graves Amendment (49 U.S.C. § 30106) forecloses liability on a lessor by reason of it being the "owner" of a vehicle, and (b) the Rider does not otherwise provide any insurance.

**WALLEN HERNANDEZ LEE MARTINEZ, LLP**

255 ARAGON AVENUE, SUITE 200, CORAL GABLES, FLORIDA 33134 – TEL: (305) 842-2100 – FAX: (305) 842-2105

As such, the Rider is invalid, unenforceable, and provides no insurance coverage at all. Plaintiff seeks relief to halt and remedy Defendants' unjust and unlawful practice.

### **Jurisdiction and Venue**

2. This Court has subject matter jurisdiction under the Class Action Fairness Act ("CAFA"). 28 U.S.C. § 1332(d). Under CAFA, a federal court has subject matter jurisdiction if at least one defendant is fully diverse from one plaintiff, there are at least 100 class members, and the total amount in controversy exceeds \$5,000,000, exclusive of interest and costs.

3. In accordance with 28 U.S.C. § 1391, venue is proper in this judicial district, where (i) Defendants are subject to the Court's personal jurisdiction with respect to this action and thus reside; and/or, (ii) a substantial part of the events giving rise to the claims occurred herein.

### **Parties and Factual Background**

4. Plaintiff is *sui juris* and a resident of Miami-Dade County, Florida.

5. Infinity Insurance Company ("Infinity") is an Indiana corporation that sells insurance products throughout Florida, with its principal place of business in Alabama.

6. Infinity Auto Insurance Company ("Infinity Auto") is an Ohio corporation that sells insurance products throughout Florida, with its principal place of business in Alabama.

7. Infinity—directly and through subsidiaries—provides personal auto insurance, primarily in Arizona, California, Florida, and Texas, targeting what it terms "urban" and Hispanic drivers.

8. One of Infinity's wholly-owned subsidiaries is Infinity Auto. With Infinity's knowledge and acknowledgement, Infinity Auto has accepted the undertaking of acting on Infinity's behalf, for its benefit, and subject to its control, for the purpose of selling insurance products, and more specifically, the Rider. For instance, Infinity markets and authorizes the sale of these products under its service marks, and sets forth the underwriting guidelines that govern itself and

each of its insurer subsidiaries (including Infinity Auto). Infinity implements these guidelines through its insurance application platform, pursuant to which customers are screened and assigned to Infinity, or to one of its insurer subsidiaries, such that resultant insurance policies containing the Rider are presented as underwritten either by Infinity, or by an Infinity subsidiary (including Infinity Auto). In either event, Infinity acts directly, as well as through its subsidiaries (including Infinity Auto)—whose conduct Infinity directs, approves, and ratifies—to offer the Rider via the insurance application platform as part of a single insurance enterprise headed by Infinity. Moreover, with respect to the Rider, the segregation of customers into separate Infinity entities is done for an improper purpose—*i.e.*, aid Infinity’s effort to evade liability arising from the illegal practice of charging customers for an illusory product that purports to provide insurance coverage.

9. Infinity’s day-to-day domination of Infinity Auto’s operations is all-encompassing. In addition to Infinity’s establishment and command of Infinity Auto’s underwriting guidelines, as well as the selection of its customers, Infinity exerts its control through common directors, identical management, shared headquarters, customer service infrastructure and personnel, such that Infinity Auto does not have a separate existence nor decision-making in practice, as it is a mere repository of customers that Infinity determines should be assigned to it. With respect to the Rider, this has resulted in uniform language that Infinity has authorized and prescribes, which Infinity Auto has not independently evaluated and revised in light of the Graves Amendment. Infinity’s other insurer subsidiaries through which the Rider is offered are subject to the same arrangement, and as such, they are all mere devices through which Infinity advances its goal to escape liability arising from the illegal practice addressed herein.

10. Defendants are engaged in substantial and not isolated activity within Florida, where they operate, conduct, engage in, or carry on a business or business venture or have an office or agency.

11. On or about February 11, 2016, while in Miami-Dade County, Plaintiff applied for personal auto insurance via Infinity's application platform, was assigned to Infinity Auto for underwriting, and thereafter was charged increased premiums for the Rider reproduced below:

**LESSOR LIABILITY ENDORSEMENT (Optional)**

In exchange for **your** increased premium, this endorsement has been added to **your** insurance policy.

The provisions in this endorsement are effective only while **the insured auto** is leased by **you**, for a period of at least six (6) months, as documented by a standard form lease agreement with expressly stated insurance coverage requirements.

During the term of this policy, the limits of coverage for damages **you** became legally obligated to pay, as defined by **your** policy, shall be those limits listed on **your Declarations Page**.

The endorsement provides the following additional Liability Coverage for **your** lessor:

**Bodily Injury:**           \$100,000 per person  
                                  \$300,000 per accident  
**Property Damage:**     \$50,000 per accident

This additional coverage will apply to damages **your** lessor becomes legally obligated to pay that arise from and are legally related to a loss covered under **your** policy.

The coverage provided by this endorsement is in addition to that listed on **your Declarations Page** and is available only to indemnify **your** lessor pursuant to the terms listed herein.

The provision of the coverages in this endorsement shall in no event increase **our** limits of liability for any damages **you** become legally obligated to pay, pursuant to the terms of **your** policy.

If **we** terminate this policy, notice will also be mailed to the lessor.

The lessor is not responsible for payment of premiums.

12. The Rider is illusory, invalid, unenforceable, and no insurance at all, as no risk is undertaken and there is no obligation to pay any of the purported “Bodily Injury” and/or “Property Damage” coverage benefits under any applicable set of circumstances. More specifically, the Rider purports to provide coverage for lessor liability arising from conduct attributable to an insured person, but said liability is foreclosed under the Graves Amendment, and the Rider does not otherwise provide any insurance.

13. Upon information and belief, thousands of other persons have also been charged increased premiums for the Rider.

14. Plaintiff and others similarly situated lack an adequate remedy at law and are in need of the relief requested herein to adjudicate their rights and remedy Defendants’ unjust practices.

#### **Class Allegations**

15. In accordance with Rule 23(b)(1)-(3) of the Federal Rules of Civil Procedure, Plaintiff brings this class action on behalf of the following class of persons:

All personal auto policy insureds who were charged increased premiums for the Rider within four years prior to the filing of this action (“the Class”).

Excluded from the Class are Defendants, their affiliates, personnel, agents, and members of the Judiciary. Plaintiff reserves the right to amend the class definition upon completion of class certification discovery.

16. **Class Size (Fed. R. Civ. P. 23(a)(1)):** Plaintiff is informed and believes, and upon such information and belief avers, that the number of persons in the Class is so numerous that joinder of all members is impracticable, as it may be in the thousands.

17. **Commonality (Fed. R. Civ. P. 23(a)(2))**: There are common questions of law and fact in the claims of all class members, including:

- a) Whether the Rider is illusory, invalid, unenforceable, and no insurance at all;
- b) Whether Plaintiff and the Class are entitled to declaratory, injunctive, and related relief;
- c) Whether Defendants' conduct constitutes unjust enrichment;
- d) Whether Defendants' conduct constitutes fraud;
- e) Whether Defendants' conduct constitutes negligence.

18. **Typicality (Fed. R. Civ. P. 23(a)(3))**: Plaintiff's claims are typical of the claims of all members of the Class. Plaintiff and the Class were charged increased premiums for the Rider during the class period. Plaintiff asserts the same claims and seeks the same relief for itself and the Class against the same Defendants, who acted identically or in a similar manner with respect to Plaintiff and all members of the Class.

19. **Fair and Adequate Representation (Fed. R. Civ. P. 23(a)(4))**: Plaintiff will fairly and adequately represent and protect the interests of the Class. She is interested in this matter, has no conflicts, and has retained experienced class counsel to represent the Class.

20. **Need for Consistent Standards and Practical Effect of Adjudication (Fed. R. Civ. P. 23(b)(1))**: Class certification is appropriate because the prosecution of individual actions by class members would: (i) create the risk of inconsistent or varying adjudications that could establish incompatible standards of conduct for the Defendants, and/or (ii) as a practical matter, adjudication of individual members' claims would be dispositive of the interests of other members who are not parties to the individual adjudications.

21. **Common Conduct (Fed. R. Civ. P. 23(b)(2)):** Class certification is also appropriate because Defendants have acted and continue to act in the same or similar manner with respect to all class members, thereby making declaratory and injunctive relief appropriate.

22. **Predominance and Superiority (Fed. R. Civ. P. 23(b)(3)):** Common questions of law and fact predominate over any questions affecting only individual members, and a class action is superior to other methods for the fair and efficient adjudication of the controversy because:

- a) Proof of Plaintiff's claim will also prove the claims of the Class without the need for separate or individualized proceedings;
- b) Evidence regarding defenses or any exceptions to liability that Defendants may assert and prove will come from Defendants' records and will not require individualized or separate inquiries or proceedings;
- c) Defendants have acted and are continuing to act pursuant to common practices in the same or similar manner with respect to all members of the Class;
- d) The amount likely to be recovered by individual members of the Class does not support individual litigation. A class action will permit a large number of relatively small claims involving virtually identical facts and legal issues to be resolved efficiently in one proceeding based upon common proof; and/or,
- e) This case is inherently manageable as a class action in that:
  - i. It is believed that records in Defendants' possession, custody and/or control will enable Plaintiff to readily identify all members of the Class and establish relief amounts;
  - ii. Amounts awarded will be premised on common proof, and can be ascertained in the same or a similar manner for all members of the Class;

- iii. A class action will result in an orderly and expeditious administration of claims, and will foster economy of time, effort and expense;
- iv. A class action will contribute to uniformity of adjudications concerning Defendants' practices; and/or,
- v. As a practical matter, the claims of the Class are likely to go unaddressed absent class certification.

**COUNT I**  
**DECLARATORY JUDGMENT**

23. Plaintiff incorporates the averments in paragraphs 1-22 herein.

24. There is a bona fide, actual and continuing controversy on whether, as Defendants maintain, the Rider provides valuable insurance coverage to Plaintiff and others similarly situated, or whether, as Plaintiff believes but is uncertain, it is illusory, invalid, and no insurance at all.

25. Plaintiff and others similarly situated are now in need of a declaration in this regard, as they have been charged increased premiums for the Rider and will continue to permit the same to be charged, so long as there is uncertainty and an appearance that the Rider does provide valuable insurance coverage that Plaintiff and others similarly situated need in order to protect themselves.

**COUNT II**  
**UNJUST ENRICHMENT**

26. Plaintiff incorporates the averments in paragraphs 1-22 herein.

27. Infinity, acting directly and/or through its subsidiaries—including Infinity Auto as to Plaintiff—charged Plaintiff and others similarly situated increased premiums for the Rider, voluntarily accepting and retaining this benefit with knowledge of the same, while providing illusory, invalid, and unenforceable purported insurance, such that it would be inequitable for the benefit to be retained.



**COUNT III**  
**FRAUDULENT CONCEALMENT**

28. Plaintiff incorporates the averments in paragraphs 1-13, 15-22 herein.

29. Infinity, acting directly and/or through its subsidiaries (including Infinity Auto), undertook to disclose material information about the Rider to Plaintiff and the Class, but failed to fully disclose that information while intending to charge increased premiums for the Rider.

30. In particular, with respect to the Rider, Infinity has established a standard form as part of its application platform, which Infinity uses, and directs and authorizes its insurer subsidiaries—including Infinity Auto as to Plaintiff—to use. This form reproduces the previously-quoted language of the Rider, pursuant to which there is an undertaking to inform customers about the terms of the Rider, and the circumstances under which coverage will be provided thereunder. However, the form fails to inform that the Rider is no insurance at all, and that it is unnecessary, illusory, invalid, and unenforceable, as no risk is undertaken and there is no obligation to pay any of the purported coverage benefits under any applicable set of circumstances.

31. Separately, once a policy is issued—on language Infinity uses, and directs and authorizes its insurer subsidiaries to use—the Rider is included therein. But once again, there is an abject failure to disclose the same material information—*i.e.*, that the Rider is no insurance at all, and that it is unnecessary, illusory, invalid, and unenforceable, as no risk is undertaken and there is no obligation to pay any of the purported coverage benefits under any applicable set of circumstances.

32. Infinity, directly and/or through its subsidiaries—including Infinity Auto as to Plaintiff—has become aware of the Graves Amendment and its impact, and knows that the Rider is illusory, invalid, unenforceable, and no insurance at all. Nevertheless, the Rider continues to be offered as quoted, concealing material information with the intent that customers will be induced to obtain the Rider so that increased premiums can be charged.

33. Plaintiff and the Class relied on the uniform failure by Infinity, acting directly and/or through its subsidiaries—including Infinity Auto as to Plaintiff—to disclose the afore-mentioned material information. More specifically, had it been properly disclosed via Infinity’s application platform that the Rider is unnecessary, illusory, invalid, unenforceable, and no insurance at all, as no risk is undertaken and there is no obligation to pay any of the purported “Bodily Injury” and/or “Property Damage” coverage benefits under any applicable set of circumstances, neither Plaintiff nor the Class would have opted to obtain the Rider.

34. Plaintiff and the Class have been damaged as a result, as they have been charged increased premiums for the Rider.

**COUNT IV**  
**NEGLIGENT OMISSION**

35. Plaintiff incorporates the averments in paragraphs 1-12, 14-21 herein.

36. Infinity, acting directly and/or through its subsidiaries (including Infinity Auto), undertook to disclose material information about the Rider to Plaintiff and the Class, but failed to fully disclose that information while intending to charge increased premiums for the Rider.

37. In particular, with respect to the Rider, Infinity has established a standard form as part of its application platform, which Infinity uses, and directs and authorizes its insurer subsidiaries (including Infinity Auto) to use. This form reproduces the previously-quoted language of the Rider, pursuant to which there is an undertaking to inform customers about the terms of the Rider, and the circumstances under which coverage will be provided thereunder. However, the form fails to inform that the Rider is no insurance at all, and that it is unnecessary, illusory, invalid, and unenforceable, as no risk is undertaken and there is no obligation to pay any of the purported coverage benefits under any applicable set of circumstances.

38. Separately, once a policy is issued—on language Infinity uses, and directs and authorizes

its insurer subsidiaries to use—the Rider is included therein. But once again, there is an abject failure to disclose the same material information—*i.e.*, that the Rider is no insurance at all, and that it is unnecessary, illusory, invalid, and unenforceable, as no risk is undertaken and there is no obligation to pay any of the purported coverage benefits under any applicable set of circumstances.

39. Infinity, directly and/or through its subsidiaries (including Infinity Auto), has or should have become aware of the Graves Amendment and its impact, and knows or should have known that the Rider is illusory, invalid, unenforceable, and no insurance at all, or lacks knowledge as to the truth or falsity in this regard. Nevertheless, the Rider continues to be offered as quoted, omitting material information, and it is intended that customers will be induced to obtain the Rider so that increased premiums can be charged.

40. Plaintiff and the Class relied on the uniform failure by Infinity, acting directly and/or through its subsidiaries—including Infinity Auto as to Plaintiff—to disclose the afore-mentioned material information. More specifically, had it been properly disclosed via Infinity’s application platform that the Rider is unnecessary, illusory, invalid, unenforceable, and no insurance at all, as no risk is undertaken and there is no obligation to pay any of the purported “Bodily Injury” and/or “Property Damage” coverage benefits under any applicable set of circumstances, neither Plaintiff nor the Class would have opted to obtain the Rider.

41. Plaintiff and the Class have been damaged as a result, as they have been charged increased premiums for the Rider.

**CLAIM FOR RELIEF**

WHEREFORE, in accordance with Rule 23 of the Federal Rules of Civil Procedure, Plaintiff, individually and on behalf of all others similarly situated, demands judgment against Defendants under the Declaratory Judgment Act and the common law as follows:

- a) That the Court adjudge and decree that the present case can be properly maintained as a class action, appoint Plaintiff as the representative of the Class and appoint Plaintiff's counsel as counsel for the Class;
- b) That the Court adjudge and decree that the Rider is illusory, invalid, unenforceable, and no insurance at all;
- c) That the Court adjudge and decree that Defendants have engaged in an unlawful practice by offering the Rider and charging increased premiums therefor;
- d) That the Court enjoin Defendants, their affiliates, officers, agents, servants, employees, and attorneys, and all persons who are in active concert or participation with them, from further offering the Rider and charging increased premiums therefor;
- e) That the Court award restitution or damages (including punitive damages) to Plaintiff and the Class; and,
- f) That the Court award pre-judgment interest, costs, and such further relief as the Court may deem just and proper.

**DEMAND FOR JURY TRIAL**

In accordance with Rule 38 of the Federal Rules of Civil Procedure, Plaintiff demands a jury trial on all issues so triable.

**WALLEN HERNANDEZ LEE MARTINEZ, LLP**

*Counsel for Plaintiff*

255 Aragon Avenue, Suite 200

Coral Gables, Florida 33134

Telephone: (305) 842-2100

Facsimile: (305) 842-2105

By: /s/ Arturo Martinez

**Todd Wallen, Esq.**

Florida Bar No. 151203

todd@whlmlegal.com

**Eric A. Hernandez, Esq.**

Florida Bar No. 340730

eric@whlmlegal.com

**Jermaine E. Lee, Esq.**

Florida Bar No. 850861

jlee@whlmlegal.com

**Arturo Martinez, Esq.**

Florida Bar No. 526231

arturo@whlmlegal.com

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 Shelithea Hallums

DEFENDANTS Infinity Insurance Company, and Infinity Auto Insurance Company.

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

County of Residence of First Listed Defendant Miami-Dade (IN U.S. PLAINTIFF CASES ONLY)

(c) Attorneys (Firm Name, Address, and Telephone Number) Wallen Hernandez Lee Martinez. LLP 255 Aragon Ave Suite 200 Coral Gables FL 33134

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED. Attorneys (If Known)

(d) Check County Where Action Arose: [X] 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
2 U.S. Government Defendant
3 Federal Question (U.S. Government Not a Party)
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)

- Citizen of This State
Citizen of Another State
Citizen or Subject of a Foreign Country
PTF DEF
1 1
2 2
3 3
4 4
5 5
6 6

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

Grid of categories: CONTRACT, REAL PROPERTY, CIVIL RIGHTS, TORTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Includes items like 110 Insurance, 210 Land Condemnation, 310 Airplane, 365 Personal Injury, etc.

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 [X] NO b) Related Cases [ ] YES [X] 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 U.S.C. s. 1332(d). Decl., inj. and/or common law relief to address increased premiums for illusory insurance. LENGTH OF TRIAL via 5 days estimated (for both sides to try entire case)

VIII. REQUESTED IN COMPLAINT:

[X] CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23 DEMAND \$ CHECK YES only if demanded in complaint: JURY DEMAND: [X] Yes [ ] No

ABOVE INFORMATION IS TRUE & CORRECT TO THE BEST OF MY KNOWLEDGE DATE October 27, 2016 SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT # AMOUNT IFP JUDGE MAG JUDGE

AO 440 (Rev. 06/12) Summons in a Civil Action

**UNITED STATES DISTRICT COURT**

for the

Southern District of Florida

Shelithe Hallums )

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*Plaintiff(s)*

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v.

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Civil Action No.

Infinity Insurance Company and  
Infinity Auto Insurance Company,

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\_\_\_\_\_  
*Defendant(s)*

**SUMMONS IN A CIVIL ACTION**

To: *(Defendant's name and address)* Infinity Insurance Company  
c/o Florida Chief Financial Officer as RA  
Service of Process Section  
PO Box 6200  
Tallahassee FL 32314-6200

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Wallen Hernandez Lee Martinez, LLP  
255 Aragon Ave Suite 200  
Coral Gables FL 33134

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

*CLERK OF COURT*

Date: \_\_\_\_\_

\_\_\_\_\_  
*Signature of Clerk or Deputy Clerk*

Civil Action No. \_\_\_\_\_

**PROOF OF SERVICE**

*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* \_\_\_\_\_  
was received by me on *(date)* \_\_\_\_\_ .

I personally served the summons on the individual at *(place)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
\_\_\_\_\_, a person of suitable age and discretion who resides there,  
on *(date)* \_\_\_\_\_ , and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* \_\_\_\_\_ , who is  
designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

I returned the summons unexecuted because \_\_\_\_\_ ; or

Other *(specify)*:

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_ 0.00 .

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:



AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Southern District of Florida



Shelithe Hallums )

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\_\_\_\_\_  
*Plaintiff(s)*

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v.

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Civil Action No.

Infinity Insurance Company and  
Infinity Auto Insurance Company,

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\_\_\_\_\_  
*Defendant(s)*

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SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* Infinity Auto Insurance Company  
c/o Florida Chief Financial Officer as RA  
Service of Process Section  
PO Box 6200  
Tallahassee FL 32314-6200

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Wallen Hernandez Lee Martinez, LLP  
255 Aragon Ave Suite 200  
Coral Gables FL 33134

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: \_\_\_\_\_

\_\_\_\_\_  
*Signature of Clerk or Deputy Clerk*

Civil Action No. \_\_\_\_\_

**PROOF OF SERVICE**

*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* \_\_\_\_\_  
was received by me on *(date)* \_\_\_\_\_ .

I personally served the summons on the individual at *(place)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
\_\_\_\_\_, a person of suitable age and discretion who resides there,  
on *(date)* \_\_\_\_\_ , and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* \_\_\_\_\_ , who is  
designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_ ; or

I returned the summons unexecuted because \_\_\_\_\_ ; or

Other *(specify)*:

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_ 0.00 \_\_\_\_\_ .

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:

# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Infinity Insurance Facing Suit Over Increased Auto Insurance Premiums](#)

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