

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

CASE NO.:  
CIVIL DIVISION:

**NICOLE M. BERGER, DDS, PA,**

Plaintiff,

vs.

**BANKERS INSURANCE COMPANY,**

Defendant.

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**COMPLAINT**

NICOLE M. BERGER, DDS, PA (hereinafter the "Insured"), sues Defendant, BANKERS INSURANCE COMPANY (hereinafter "Defendant"), and allege as follows:

**JURISDICTION AND VENUE**

1. This Complaint seeks damages in excess of \$30,000.00, exclusive of attorney's fees and costs.
2. Venue is appropriate in BROWARD County because the property that is the subject of this litigation is located in BROWARD County and the causes of action giving rise to the Complaint accrued in BROWARD County.

**GENERAL ALLEGATIONS**

3. This is an action for Breach of Contract. The Insured owns property located at 572 E. McNab Road Suite 102, Pompano Beach, FL 33060-9355.

4. Upon information and belief, Defendant is a privately held Florida corporation, issuing homeowners insurance policies in the State of Florida and throughout Palm Beach County.

5. The Insured purchased, and Defendant issued, a business owner's insurance policy to Insured, Policy Number 090004997506606 (hereinafter, the "Policy") covering Insured's business property located at 572 E. McNab Road Suite 102, Pompano Beach, FL 33060-9355(hereinafter "the Insured Property").

6. The Policy covered the date of loss described herein.

7. Insured paid all policy premiums required to obtain and maintain coverage with Defendant under the Policy.

8. A copy of the Policy is not yet available until discovery herein.

9. On or about 03/23/2020, the Insured Property suffered a covered loss under the Policy as a result of a Governmental Order and Damages to Business Property.

10. Insured timely reported the above covered loss to Defendant.

11. Defendant assigned claim number 20-1764 (hereinafter, the "Claim").

12. Defendant was afforded the opportunity to investigate and inspect the damages suffered at the Insured Property.

13. Defendant failed to indemnify the Insured under the Policy.

14. Insured has satisfied all conditions precedent to bringing this action or such conditions have been waived by the Defendant.

15. Insured has been forced to hire the undersigned counsel as the result of Defendant's refusal to fully indemnify Insured under the Policy and is obligated to pay attorney's fees.

**BREACH OF CONTRACT**

16. Insured re-alleges the allegations set forth above in paragraphs 1 through 15 as if set forth herein in full.

17. Insured timely reported a claim to Defendant as a result of substantial damage to business property, hardship, suffering or possible loss of life. The damage to the business property is a result of a disease which spreads from person-to-person contact, has an incubation period of up to fourteen days and can live on surfaces for up to four days, thereby damaging the Insured's Business location and property therein, because of the manner in which the disease spreads.

18. Defendant breached the contract by failing and refusing to pay for and/or indemnify Insured under the Policy. Insured has been damaged as a result.

19. Insured has been forced to hire the undersigned attorney in order to compel the Defendant to pay for coverage under the Policy and is obligated to pay reasonable attorney's fees for such services rendered.

20. Florida Statute Section 627.428 provides that:

Upon the rendition of a judgment or decree by any of the courts of this state against an insurer and in favor of any named or omnibus insured or the named beneficiary under a policy or contract executed by the insurer, the trial court or, in the event of an appeal in which the insured or beneficiary prevails, the appellate court shall adjudge or decree against the insurer and in favor of the insured or beneficiary a reasonable sum as fees or compensation for the insured's or beneficiary's attorney prosecuting the suit in which the recovery is had.

**WHEREFORE**, the Insured demands damages for the full amount of indemnification owed under the Policy for damage suffered, plus prejudgment interests, costs of suit, attorney's fees, and such other relief this Court deems just and proper.

**DEMAND FOR JURY TRIAL**

Insured demands a trial by jury of all issues so triable.

Dated: 05/06/2020

Respectfully submitted,

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By: /s/ Randall Shochet

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