

IN COUNTY COURT, IN AND FOR THE EIGHTH JUDICIAL CIRCUIT  
ALACHUA COUNTY COURTHOUSE - 201 E. UNIVERSITY AVE  
P.O. BOX 600 - GAINESVILLE, FLORIDA 32602  
PHONE: (352) 374-3618 FAX: (352) 338-3207

PROGRESSIVE EXPRESS INSURANCE CO  
ASO RASILA KAPADIA

PLAINTIFF

VS

THE CITY OF GAINESVILLE  
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA  
DEFENDANT

Case Number: 01 2008 SC 001079  
Division: THOMAS M. JAWORSKI, DIV V

SUMMONS RETURNED TO ATTORNEY  
TO EFFECT SERVICE

TRACKING # Q000000103

2008 MAR 28 PM 1:53

NOTICE TO APPEAR FOR PRE-TRIAL CONFERENCE / MEDIATION  
STATE OF FLORIDA - NOTICE TO PLAINTIFF(S) AND DEFENDANT(S)

THE CITY OF GAINESVILLE  
A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA  
C/O HONORABLE PEGEEN HANRAHAN, MAYOR  
200 E UNIVERSITY AVE  
GAINESVILLE FL 32601

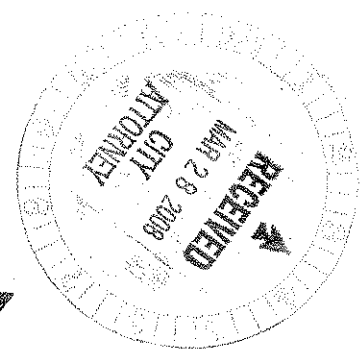
PROGRESSIVE EXPRESS INSURANCE CO  
ASO RASILA KAPADIA

MARY M. CANTWELL ESQ  
8181 W BROWARD BLVD STE 300  
PLANTATION FL 33324

YOU ARE HEREBY NOTIFIED that you are required to appear in person or by attorney at the Alachua County Family/Civil Justice Center, Courtroom 2-C, 201 East University Avenue, Gainesville, Florida, on: **Friday, 04/04/2008, at 9:00 am** for a Pre-trial Conference/Mediation and for hearing as to reasonable attorney fees in the event of default.

You must advise the Clerk, in writing, of any change in your mailing address.

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Persons with a disability who need any accommodation in order to participate should call Jan Phillips, ADA Coordinator, Alachua County Courthouse, 201 E. University Ave., Gainesville, FL 32601 at (352) 337-6237 within two (2) working days of your receipt of this notice; if you are hearing impaired call (800) 955-8771; if you are voice impaired, call (800) 955-8770.



**COPY**

A.T. COPY  
SADIE DARNELL, SHERIFF  
ALACHUA COUNTY, FLORIDA  
Served at 1:30p on the 28 Day  
of March, 2008  
BY Pamela Spivey 479  
As Deputy Sheriff

POSTER

IMPORTANT READ CAREFULLY

THE CASE WILL NOT BE TRIED AT THE PRETRIAL CONFERENCE, BUT MAY BE MEDIATED AT THAT TIME  
DO NOT BRING WITNESSES. YOU MUST APPEAR IN PERSON OR BY ATTORNEY.

WHOEVER APPEARS FOR A PARTY MUST HAVE FULL AUTHORITY TO SETTLE FOR ALL AMOUNTS FROM ZERO TO THE AMOUNT OF THE CLAIM WITHOUT FURTHER CONSULTATION. FAILURE TO COMPLY MAY RESULT IN THE IMPOSITION OF SANCTIONS, INCLUDING COSTS, ATTORNEY FEES, ENTRY OF JUDGMENT, OR DISMISSAL.

The defendant(s) must appear in court on the date specified in order to avoid a default judgment. The plaintiff(s) must appear to avoid having the case dismissed for lack of prosecution. A written MOTION or ANSWER to the court by the plaintiff(s) or the defendant(s) shall not excuse the personal appearance of a party or its attorney at the PRE-TRIAL CONFERENCE/MEDIATION. The date and time of the pre-trial conference CANNOT be rescheduled without good cause and prior court approval.

A corporation may be represented at any stage of the trial court proceedings by an officer of the corporation or any employee authorized in writing by an officer of the corporation. Written authorization must be brought to the Pretrial Conference/Mediation.

The purpose of the pre-trial conference is to record your appearance, to determine if you admit all or part of the claim, to enable the court to determine the nature of the case, and to set the case for trial if the case cannot be resolved at the pretrial conference. You or your attorney should be prepared to confer with the court and to explain briefly the nature of your dispute; state what efforts have been made to settle the dispute; exhibit any documents necessary to prove the case; state the names and addresses of your witnesses; stipulate to the facts that will require no proof and will expedite the trial; and estimate how long it will take to try the case.

Mediation

Mediation may take place during the time scheduled for the pretrial conference. Mediation is a process whereby an impartial and neutral third person called a mediator acts to encourage and facilitate the resolution of a dispute between two or more parties, without prescribing what the resolution should be. It is an informal and nonadversarial process with the objective of helping the disputing parties reach a mutually acceptable and voluntary agreement.

In mediation, decision making rests with the parties. Negotiations in county court mediation are primarily conducted by the parties. Counsel for each party may participate. However, presence of counsel is not required. If a full agreement is not reached at mediation, the remaining issues of the case will be set for trial. Mediation communications are confidential and privileged except where disclosures are required or permitted by law.

If you admit the claim, but desire additional time to pay, you must come and state the circumstances. The court may or may not approve a payment plan and withhold judgment or execution or levy.

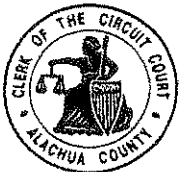
If you desire to file any counterclaim or set-off to plaintiff's claim it must be filed in this court by you or your attorney in writing at least 5 days prior to the above date. Filing a counterclaim, set-off, motion or answer will not relieve you of your obligation to appear in court on the above date.

**RIGHT TO VENUE.** The law gives the person or company who has sued you the right to file suit in any one of several places as listed below. However, if you have been sued in any place other than one of these places, you, as the defendant(s) have the right to request that the case be moved to a proper location or venue. A proper location or venue may be one of the following: (1) where the contract was entered into; (2) if the suit is to recover property or on an unsecured promissory note, where the note is signed or where the maker resides; (3) if the suit is to foreclose a lien, where the property is located; (4) where the event giving rise to the suit occurred; (5) where any one or more of the defendant(s) sued resides; (6) any location agreed to in a contract; and (7) in an action for money due, if there is no agreement as to where the suit may be filed, where payment is to be made.

If you as the defendant(s), believe the plaintiff(s) has/have not sued in one of these correct places, you must appear on your court date and orally request a transfer, or you must file a WRITTEN request for transfer in affidavit form (sworn to under oath) with the court 7 days prior to your first court date and send a copy to the plaintiff(s) or plaintiff's(s') attorney, if any.

A copy of the statement of claim shall be served with this summons.

Dated at Gainesville, Florida on this 25 day of February, 2008.



J.K. "BUDDY" IRBY  
CLERK OF COURT

By: Mary Kaye Carmo  
Deputy Clerk

IN THE COUNTY COURT OF THE 8TH  
JUDICIAL CIRCUIT IN AND FOR ALACHUA  
COUNTY, FLORIDA

PROGRESSIVE EXPRESS INSURANCE CO.,  
a/s/o RASILA KAPADIA,

CASE NO.: 01-08-SC-1079  
V

Plaintiff,

vs.

COMPLAINT

CITY OF GAINESVILLE, a political subdivision  
of the State of Florida,

RECEIVED BY ALACHUA  
COUNTY CLERK OF COURT  
DATE: 2008 Feb 19 pm 2:56

Defendant.

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COMES NOW the Plaintiff, PROGRESSIVE EXPRESS INSURANCE COMPANY (hereinafter referred to as "PROGRESSIVE"), as subrogee of RASILA KAPADIA (hereinafter referred to as "insured") by and through the undersigned attorneys, and sues the Defendant, CITY OF GAINESVILLE, a political subdivision of the STATE OF FLORIDA, and alleges as follows:

1. This is an action for damages in the amount of \$2,041.51, exclusive of costs and pre-judgment interest.
2. At all times material to this cause, the Plaintiff, PROGRESSIVE, was and is a foreign corporation, licensed to do business in the State of Florida, and, in fact, doing business in Alachua County, Florida and is otherwise sui juris.
3. At all times material, the Defendant, CITY OF GAINESVILLE, is a political subdivision of the State of Florida.
4. The Plaintiff has sent the appropriate notice pursuant to Florida Statute §768.28, to the CITY OF GAINESVILLE, by letter dated August 1, 2007. A copy of the notice letter is attached hereto as Exhibit "A."
5. The Plaintiff has complied with all requirements of Florida Statute §768.28 and

hereby pleads said compliance. The Defendant, CITY OF GAINESVILLE, has waived sovereign immunity to the extent set forth in said statute.

6. On or about the 8<sup>th</sup> day of February, 2006, at or near 207 Southeast 2<sup>nd</sup> Place, in the City of Gainesville, Alachua County, Florida, the Defendant's employee or agent, JOHN A. TORRES, operated a City-owned vehicle while in the course and scope of employment with the CITY OF GAINESVILLE.

7. At the aforementioned place and on said date, John A. Torres negligently operated and/or maintained the Defendant's motor vehicle so as to cause a collision with the insured's vehicle.

8. Due to said negligence, the Plaintiff's insured sustained damage to his motor vehicle.

9. At all times material hereto, the insured had in full force and effect a policy of insurance issued by PROGRESSIVE, which covered the damages occasioned by the above negligence.

10. Pursuant to said policy of insurance, PROGRESSIVE paid to or on behalf of the insured, the sum of \$1,404.73 for property damages and \$136.780 for rental or other miscellaneous expenses.

11. Insured had a \$500.00 deductible for which the Defendant is liable. Plaintiff has an executed Release and Trust Agreement or sues by virtue of constructive trust for the benefit of the insured.

WHEREFORE, the Plaintiff demands Judgment for damages against the Defendant, CITY OF GAINESVILLE, for the sum of \$2,041.51, plus costs, plus any other relief this Honorable Court may deem just and equitable.

DATED this 15 day of February, 2008.

MARKCITY, ROTHMAN

& CANTWELL, P.A.

8181 West Broward Boulevard, Suite 300

Plantation, Florida 33324

Tel: (954) 474-3616

By Mary M. Cantwell

MARY M. CANTWELL, ATTORNEY

FLORIDA BAR NO.: 477151