

LEGISTAR NO.

110481

IN COUNTY COURT, IN AND FOR THE EIGHTH JUDICIAL CIRCUIT
ALACHUA COUNTY COURTHOUSE - 201 E. UNIVERSITY AVE
GAINESVILLE, FLORIDA 32601
PHONE: (352) 379-1818 FAX: (352) 379-3207

11 OCT 27 AM 9:02

STATE FARM MUTUAL AUTOMOBILE INSURANCE
COMPANY ASO PHYLLIS STRUBE
PLAINTIFF

Case Number: 01 2011 SC 004342
Division: ROBERT K GROEB - DIV V

VS

CITY OF GAINESVILLE A MUNICIPAL CORPORATION
DEFENDANT

ALACHUA COUNTY SHERIFF

TRACKING # L000046864

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

CITY OF GAINESVILLE A MUNICIPAL CORPORATION
PO BOX 490 STATION 60
GAINESVILLE FL 32602

STATE FARM MUTUAL AUTOMOBILE
INSURANCE COMPANY AS SUBROGEE OF
PHYLLIS STRUBE

JEFFREY R BECKER ESQUIRE
PO BOX 550858
JACKSONVILLE FL 32255

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:

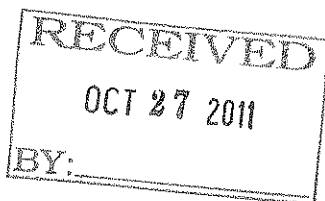
Wednesday, 11/23/2011, at 9:00 am

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.

Under the American with Disabilities Act, 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. Please contact the ADA Coordinator at (352) 337-6237, at least 7 days before your scheduled court appearance. If you are hearing or voice impaired, please call 711.

If you are deaf or hard of hearing and require an ASL interpreter or an assisted listening device to participate in a proceeding, please contact Court Interpreting at interpreter@circuit8.org.



A True Copy
SADIE DARNELL, SHERIFF
ALACHUA COUNTY, FLORIDA
Served at 9am on the 27 Day
of Nov
BY [Signature]
AS DEPUTY SHERIFF

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 at the pretrial conference. Whoever appears for a party must have full authority to settle. Failure to have full authority to settle at this pretrial conference may result in the imposition of costs and attorney fees incurred by the opposing party. 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.

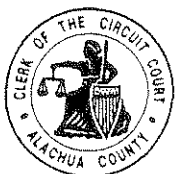
If you desire to file any counterclaim or set-off to plaintiff's claim it must be filed in this court by you or your attorney in writing at least 5 days prior to the above date. Filing a counterclaim, set-off, motion or answer will not relieve you of your obligation to appear in court on the above date.

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 October, 2011.



J.K. IRBY
CLERK OF COURT

By: R. Benjamin
Deputy Clerk

IN THE COUNTY COURT, IN THE
EIGHTH JUDICIAL CIRCUIT, IN AND
FOR ALACHUA COUNTY, FLORIDA

CASE NO.:
DIVISION:

2011 SC4342
U

STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY
as Subrogee of PHYLLIS STRUBE,
Plaintiff,
vs.

CITY OF GAINESVILLE,
a Municipal Corporation,

Defendant.

STATEMENT OF CLAIM

Plaintiff, by and through their undersigned counsel sues defendant and alleges:

1. This action is for damages that are less than or equal to \$5,000.00, exclusive of interest and costs.
2. At all times pertinent to this action, plaintiff was authorized to and doing business in the State of Florida.
3. At all times pertinent to this cause defendant City Of Gainesville was a municipal corporation located in Alachua County, Florida.
4. At all times pertinent to this action, Phyllis Strube, (hereinafter Subrogor), the owner of the vehicle that is the subject of this action, and the occupants of said vehicle, were covered by a policy of insurance issued by plaintiff, State Farm Mutual Automobile Insurance Company.
5. On or about February 8, 2011 defendant City Of Gainesville owned a motor vehicle in the state of Florida.
6. On or about that date, the above-mentioned vehicle was operated by an employee of the City Of Gainesville in Alachua County, Florida.
7. At that time and place, defendant City Of Gainesville negligently operated or maintained the motor vehicle so that it collided with the motor vehicle owned by the subrogor herein.

8. As a direct and proximate result of this negligence, the motor vehicle owned by the subrogor was damaged and declined in value, and the use of said motor vehicle was lost while being repaired.

9. As a direct and proximate result of defendant negligence, and pursuant to the terms and conditions of the aforementioned policy of insurance, plaintiff was forced to pay the sum of \$1,206.11 for the property damage to the motor vehicle owned by the subrogor.

10. The Plaintiff, State Farm Mutual Automobile Ins. Co., notified the Defendant of its claim by letter dated July 5, 2011, a copy of which is attached hereto and incorporated herein as Plaintiff's Exhibit "A".

11. Plaintiff received a denial letter from defendant dated September 7, 2011, a copy of which is attached hereto and incorporated as Plaintiff's Exhibit 'B'.

12. As a result of the aforementioned payment and under the terms and conditions of said policy, plaintiff has become subrogated to the rights of the above named subrogor.

13. Plaintiff has performed all conditions precedent required of it for bringing this action against defendant.

14. No facts exist that would constitute a setoff to this debt.

15. No facts exist that would constitute a counterclaim against plaintiff.

WHEREFORE, Plaintiff demands judgment for damages against the defendant in the sum of \$1,206.11 plus interest and court costs.

Hiday & Rieke, P.A.

By

Jeffrey R. Becker, Esquire

Post Office Box 550858

Jacksonville, FL 32255

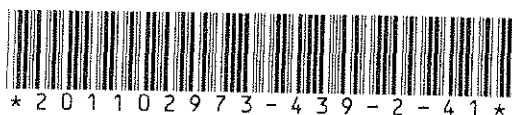
(904) 363-2769 Fax: (904) 363-0538

Email: litigate@hidayricke.com

Florida Bar No.: 0792977

File # 201102973

201102973



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HIDAY & RICKE, P.A.
ATTORNEYS AT LAW

July 5, 2011

Attn: Curtis
Risk Management
PO Box 490 Station 60
Gainesville, FL 32602

Re: State Farm Mutual Automobile Insurance Company and Phyllis Strube vs. City Of Gainesville
Our File Number: 201102973
Claim Number: 59-A742-709
Your Claim Number: Unknown
Total Amount of Loss: \$1,742.84
Date of Loss: February 8, 2011
Your Driver: Chandrabally Persad

Dear Sir:

This law firm represents State Farm Mutual Automobile Insurance Company. We are seeking \$1,206.11 on behalf of State Farm Mutual Automobile Insurance Company, plus interest to date in the amount of \$36.73, for a total amount of \$1,242.84. Insured also had expenses of \$500.00, which are not included in the above total.

We are aware that you have denied this claim verbally to our client, but they never received anything in writing confirming your position. Once we are permitted to do so, we will be proceeding with litigation actions.

If you have any questions please call us at 904-363-2769 Ext. 142. Thank you for your assistance and cooperation in the resolution of this matter.

Sincerely,

Hiday & Ricke P.A



201102973

September 7, 2011

Hiday & Ricke, P.A.
Attn: Subrogation Services
P.O. Box 550858
Jacksonville, FL 32255-0858

RE: Our Client: City of Gainesville/Gainesville Regional Transit Systems
Our Claim #: VA2011804745
Date of Loss: February 8, 2011
Your Client: State Farm Ins. Co. and Phyllis Strube
Your Claim #: 59-A742-709
Subrogation Amount/Damages: \$1,742.84

Dear Sir or Madame:

Please note that Underwriters Safety & Claims is the third party claims administrator for the City of Gainesville/Gainesville Regional Transit Systems. We have been asked by our client to investigate the subrogation claim your firm and client has asserted against our client, the City of Gainesville. This letter serves as our response to your subrogation demand and also follows up a brief phone conversation I had with one of your representatives regarding our client's liability decision.

We have completed our liability investigation and after careful and thorough evaluation of the facts surrounding this accident, we cannot find any negligence on the operator of the Regional Transit System (RTS) bus. We base this decision on the following:

*Liability: A written statement from our client's employee reveals that he was traveling South bound on S.W. 62nd Blvd. in the outside lane. The bus operator stated that he placed his left turn signal on and proceeded to make a left turn from S.W. 62nd Blvd. onto S.W. 20th Ave. The bus driver indicated that the driver of an SUV was in the inside lane and also proceeded to make a left turn from S.W. 62nd Blvd. onto S.W. 20th Ave. While in the process of turning the SUV veered into the bus lane of travel striking the bus lower left panel with its right front fender and bumper. Your insured driver gave a similar version of the accident and attempted to place fault on the City's employee/bus driver.

A Full Service Insurance Agency

c/o Department of Risk Management • P.O. Box 490 • Station 60 • Gainesville, FL 32602-0490

Phone (352) 334-3152 • Fax (352) 334-3198

Insurance • Bonds • Third Party Administration

UNDERWRITERS

SAFETY & CLAIMS

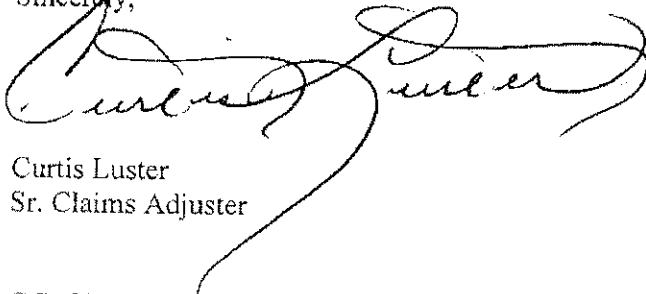
Based upon the location of the damages on the RTS bus and the point of impact, it is our client's contention that your insured driver, Phyllis Strube was the proximate caused of this motor vehicle accident.

However, the Law Enforcement agency that conducted the investigation of this traffic accident determined that they were unable to determine who was responsible for causing this accident due to the lack of an independent witness and conflicting statements from each driver. Based upon the above, our client will be unable to offer any voluntary settlement on this claim.

Also, it must be noted that our client is prepared to vigorously defend this matter if you choose to continue your pursuit of this subrogation claim. In an effort to avoid unnecessary and costly litigation costs, we proposed that each insurance carrier be responsible for their own insured damages.

If you have any questions pertaining to our client's decision or this claim, please contact our office at (352) 334-3152.

Sincerely,



Curtis Luster
Sr. Claims Adjuster

CC: City Attorney Office
Department of Risk Management
Gainesville Regional Transit Systems

A Full Service Insurance Agency

c/o Department of Risk Management • P.O. Box 490 • Station 60 • Gainesville, FL 32602-0490

Phone (352) 334-3152 • Fax (352) 334-3198

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