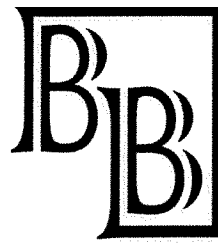


Donald H. Benson
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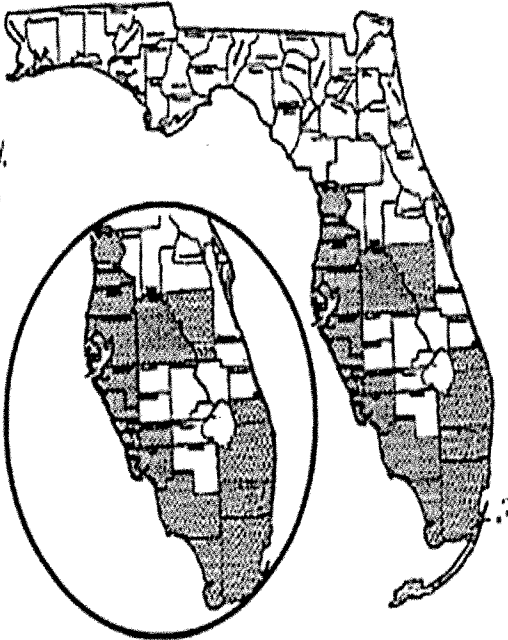
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FCCI Commercial Insurance Company v. Empire Indemnity Insurance Company, as subrogee and assignee of Lakeview at Carlton Lakes Condominium Association, Inc.; Patnode Roofing, Inc.; Celebrity Construction, Inc. and NTC Development, LTD. 43 Fla. L. Weekly D1592a (2nd DCA, July 13, 2018) Insurance -- Attorney's fees -- Trial court abused discretion in awarding attorney's fees against insurer under court's inherent authority to impose sanctions for egregious or bad faith conduct based on misconduct of attorney retained to represent insured where there was no evidence to support finding that insurer directed and orchestrated actions of the attorney, and evidence did not support finding that insurer had engaged in egregious or bad faith conduct -- Appeals -- Appellate court has jurisdiction of appeal of order awarding attorney's fees where order is an executable judgment against insurer

concluding a portion of litigation ancillary to ongoing litigation, and conclusion of attorney's fees proceedings ended judicial labor as to insurer -- Prior certiorari proceeding which was limited to attorney's disqualification did not bar appeal under law of the case doctrine.

Larry S. Whitely and Sherri C. Whitely, v. American Integrity Insurance Company of Florida. 43 Fla. L. Weekly D1503a (5th DCA, June 29, 2018) Insurance -- All-risk homeowners insurance -- Water damage -- Exclusions -- Loss caused by constant or repeated seepage or leakage of water over period of 14 or more days from within a plumbing system -- Trial court erred in granting summary judgment in favor of insurer where evidence at summary judgment stage established that loss was caused by water leakage and it was undisputed that property was exposed to water for more than 14 days, but evidence failed to establish that loss did not occur within the first 14 days of exposure.

Homeowners Choice Property and Casualty Insurance Company, Inc. v. Sanjay Kuwas. 43 Fla. L. Weekly D1513a (4th DCA, July 5, 2018) Insurance -- Homeowners -- Water damage -- Trial court erred by denying insurer's motion for a new trial grounded on insured's improper arguments and questioning of insurer's litigation manager that shifted focus inappropriately to insurer's claims handling and bad faith, which were not issues before the jury -- New trial also warranted by highly prejudicial and inflammatory comments made by insured's counsel in closing argument improperly denigrating insurer's defenses -- Remand for new trial -- Although insured's counsel's references to insured's payment of premiums during opening statement and closing argument may have been improper and irrelevant to dispute at issue, whether objected-to comments alone were so highly prejudicial and inflammatory as to warrant new trial when viewed in context of counsel's argument as whole is questionable.

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