

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION**

A&E AUTO BODY, INC., et al.,

Plaintiffs,

CASE NO. 6:14-CV-00310-31-TBS

v.

21st CENTURY CENTENNIAL INSURANCE
COMPANY, et al.,

Defendants.

**OLD REPUBLIC INSURANCE COMPANY'S MOTION FOR SANCTIONS
PURSUANT TO FEDERAL RULE OF CIVIL PROCEDURE 11**

Defendant Old Republic Insurance Company ("Old Republic"), pursuant to FED.R.CIV.P. 11, hereby moves for entry of sanctions, including an award of attorneys' fees and expenses, against Plaintiffs, A & E Auto Body, Inc., American Paint & Body, Inc., Auto & Coach Works Of Central Florida, Inc., D/B/A Hi Tech Auto & R.V. Parts And Repair, Auto Body Concepts, Inc., Boca's Courtesy Collision, Inc., C&C Automotive, Inc., Collision Concepts Of Delray, LLC, Elite Euro Cars Collision Services, Inc., Express Paint & Body, Inc., Gunder's Auto Center, Inc., Hauser Of The Palm Beaches, Inc., D/B/A Elite Paint and Body Shop, Justice Collision, LLC, Marshall's Body Masters, LLC, North Bay Auto Service, Inc., Old Dixie Paint And Body, LLC, Orlando Auto Body, Inc., Quality Collision Repair, Inc., Stewart Agency Inc., D/B/A Earl Stewart Toyota Of North Palm Beach, Stewart Auto Repair, Inc. and Michael's Paint & Body, Inc. ("Plaintiffs") and Plaintiffs' attorneys, Alan Brent Geohagan, the law firm of A. Brent Geohagan, P.A., John Arthur Eaves, Jr., Allison Pr. Fry, William R. Sevier, Scottie McPherson, the law firm John Arthur Eaves, Jr., Attorneys at Law, Tucker H. Byrd, and the law firm of Tucker H. Byrd & Associates, P.A. (collectively, "Counsel") for asserting frivolous

claims unsupported by existing law and lacking in evidentiary support and for engaging in vexatious litigation for the improper purpose of harassing Old Republic and needlessly increasing the cost of litigation.

PRELIMINARY STATEMENT

Plaintiffs and Counsel should be sanctioned for: (1) failing to comply with the express requirements of the Court's orders dismissing Plaintiffs' prior complaints by including specific allegations to support their claims against Old Republic, and (2) for having no reasonable evidentiary basis for the allegations against Old Republic in the Second Amended Complaint ("SAC"). As set forth more fully in Old Republic Insurance Company and Ocean Harbor Casualty Insurance Company's Motion to Dismiss [ECF No. # 310] ("Motion to Dismiss"), incorporated herein by reference, the SAC contains no individualized allegations against Old Republic. Old Republic is not mentioned specifically in any of the causes of action, there is no allegation that Old Republic has a DRP agreement with any of the Plaintiffs, and there are no allegations of illegal activity or wrongdoing by Old Republic. Moreover, Plaintiffs and Counsel were put on notice of the lack of factual basis for including Old Republic as a defendant prior to the filing of the SAC. Finally, the only allegations in the SAC directed specifically at Old Republic lack reasonable evidentiary support. Pursuant to FED.R.CIV.P. 11, this improper conduct warrants harsh sanctions against Plaintiffs and their Counsel, including an award of attorneys' fees and expenses.

RELEVANT BACKGROUND FACTS

1. Plaintiffs filed the Complaint on or about February 24, 2015 naming Old Republic as a Defendant [ECF No. 1].

2. On June 11, 2014, the Court entered an Order dismissing the Complaint without prejudice (the “First Dismissal Order”). The First Dismissal Order stated that:

With limited exceptions, the allegations of wrongdoing are attributed, collectively, to every Defendant and alleged to have been perpetrated upon every Plaintiff. While there may be situations in which such collective descriptions are sufficient, at least some of claims asserted here require individualized allegations. For example, if Plaintiffs’ counsel were able to establish that Defendant A was unjustly enriched by shortchanging Plaintiff B, it would not entitle any other plaintiff to a judgment against Defendant A (or any other defendant). However, that is the way this action has been pleaded. If the Plaintiffs choose to replead, this must be corrected.

First Dismissal Order, ¶ 4 [ECF No. 110].

3. Additionally, the First Dismissal Order required the Plaintiffs to “identify which Plaintiffs have DRP agreements with which (if any) Defendants.” First Dismissal Order, ¶ 3.

4. On June 28, 2014, the Plaintiffs filed their Amended Complaint, [ECF No. 167] which did not contain any individualized allegations that stated a cause of action against Old Republic or allege that Old Republic had a DRP agreement with any of the Plaintiffs as required by the First Dismissal Order.

5. In light of Plaintiffs and Counsels’ failure to correct the deficiencies set forth in the First Dismissal Order, Old Republic’s counsel telephoned and sent correspondence to Allison Fry, Esq. (“Fry”), an attorney of record for Plaintiffs, in September 2014. In both communications, Fry was informed that no factual basis existed for naming Old Republic as a defendant and Old Republic’s counsel requested any documentation that Counsel might have to the contrary. *See* the Declaration of Amy S. Rubin, Esq., ¶3-4 and correspondence dated September 22, 2014 to Counsel is attached thereto as Exhibit A.

6. Despite these communications, Counsel did not provide any documentation or information to Old Republic which explained their basis for naming Old Republic as a defendant in the Amended Complaint. *See* the Declaration of Amy S. Rubin, Esq., ¶ 5.

7. On January 22, 2015, the Court entered an Order dismissing one count of the Amended Complaint with prejudice, dismissing the remainder of the Amended Complaint without prejudice, and allowing the Plaintiffs another opportunity to amend (the “Second Dismissal Order”)[ECF No. 291, corrected at ECF No. 293](the First Dismissal Order and The Second Dismissal Order are hereinafter referred to collectively as the “Dismissal Orders.”)

8. The Second Dismissal Order provided in pertinent part:

Rather than providing appropriately individualized allegations, counsel for the Plaintiffs responded by adding the names of all 40 Defendants to the end of every paragraph that includes the phrase “the Defendants.” ... The Plaintiffs should ensure that their references to “the Defendants” are, in fact, intended to encompass every single Defendant.

Second Dismissal Order, pg. 5-6.

9. On February 11, 2015, Plaintiffs filed the SAC [ECF No. 296] again naming Old Republic as a defendant.

10. In the SAC, the only individualized allegations against Old Republic are:

At all times hereto, Old Republic Insurance Company, was and is a Pennsylvania insurance company registered and authorized to do business within the State of Florida. SAC, ¶ 50.

The 2012 data does not account for the [private passenger] market share of ... Old Republic..., SAC, ¶ 77.

11. Additionally, the SAC generally alleges that, along with most other defendants, Old Republic or its parent company is a member of the Insurance Institute of Highway Safety (“IIHS”). SAC, ¶ 361.

12. Despite the express requirements of the Dismissal Orders, the SAC contains no individualized allegations that set forth a cause of action against Old Republic and/or that allege that Old Republic maintained a DRP agreement with any of the Plaintiffs.

13. Moreover, based on the allegations of ¶ 75-77 of the SAC, it appears that the lawsuit is directed at private passenger insurers. Old Republic has not, during the pertinent times raised in the SAC, written private passenger auto liability coverage in Florida. *See* Declaration of Thomas A. Dare In Support of Old Republic Insurance Company's Motion for Sanctions Pursuant to Rule 11, ¶ 3.

14. Finally, despite Plaintiffs' allegations to the contrary, a modicum of due diligence on the part of Plaintiffs and Counsel would have revealed that neither Old Republic nor its parent corporation is a member of IIHS. *See* Declaration of Thomas A. Dare In Support of Old Republic Insurance Company's Motion for Sanctions Pursuant to Rule 11, ¶ 4.

MEMORANDUM OF LAW

I. STANDARD FOR IMPOSITION OF SANCTIONS

FED.R.CIV.P. 11 provides that in presenting any document to the Court, an attorney certifies, among other things, that to the best of his or her knowledge, information, and belief, the document is not being filed for an improper purpose such as to harass or needlessly increase the cost of litigation, that the claims and other legal contentions are warranted by existing law, and that the factual contentions have evidentiary support. FED.R.CIV.P. 11(b). If, after notice and a reasonable opportunity to respond, a court determines that Rule 11 has been violated, it may impose sanctions on the attorneys, law firms, or parties responsible for the violation.

FED.R.CIV.P. 11(c).¹ “The purpose of Rule 11 sanctions is to reduce frivolous claims, defenses, or motions, and to deter costly meritless maneuvers.” *Thomas v. Early Cnty., Ga.*, 518 F. App’x 645, 646 (11th Cir. 2013) (internal citation and quotation marks omitted). As such, sanctions imposed should be sufficient to deter repetition of the conduct or comparable conduct by others, and may include an order directing payment to the moving party of the reasonable attorneys’ fees and other expenses directly resulting from the violation. *Id.*; FED.R.CIV.P. 11(c).

Rule 11 sanctions are warranted when a party files an action that: (1) has no reasonable factual basis; (2) has no reasonable chance of success based on the legal theory used or that cannot be advanced as a reasonable basis to change existing law; or (3) is filed in bad faith for an improper purpose. *Worldwide Primates, Inc. v. McGreal*, 87 F.3d 1252, 1254 (11th Cir. 1996). In determining whether to impose sanctions, the district court determines “whether the party’s claims are objectively frivolous—in view of the facts or law—and then, if they are, whether the person who signed the pleadings should have been aware that they were frivolous.” *Id.* “In deciding whether the claims are objectively frivolous, the court must determine whether a reasonable attorney in like circumstances could believe his actions were factually and legally justified.” *Adams v. Austal, U.S.A., L.L.C.*, 503 F. App’x 699, 703 (11th Cir. 2013) (internal citation and quotation marks omitted). A district court’s decision to impose Rule 11 sanctions is reviewed under the abuse of discretion standard. *Thomas*, 518 F. App’x at 646.

¹ “Absent exceptional circumstances, a law firm must be held jointly responsible for a violation committed by its partner, associate, or employee.” *Id.*

II. **RULE 11 SANCTIONS ARE WARRANTED FOR PLAINTIFF'S VEXATIOUS FILING OF A FRIVOLOUS COMPLAINT**

As explained in detail in the Motion to Dismiss, the SAC fails to remedy the defects contained in the Complaint [ECF No. 1] and the Amended Complaint [ECF No. 167] because it fails to include individualized allegations against Old Republic. Moreover, the SAC does not contain any allegation describing the basis for including Old Republic in this lawsuit in accordance with Federal Rule of Civil Procedure 8. Significantly, despite Old Republic notifying Counsel in both a September 2014 telephone call and correspondence that no factual basis existed for including Old Republic as a defendant prior to the filing of the SAC, Plaintiffs and Counsel refused to drop Old Republic and included Old Republic as a defendant without providing any individualized allegations to form the factual basis for a cause of action against Old Republic. *See* Declaration of Amy S. Rubin, ¶ 3-4.

Courts have sanctioned plaintiffs for failing to comply with prior court orders. *See Petrano v. Old Republic Nat. Title Ins. Co.*, 2013 WL 1325030 (N.D. Fla. 2013)(granting a motion for Rule 11 sanctions for failure to plead in conformity with Rule 8); *see also Brackett v. Wells Fargo Bank, N.A.*, 2010 WL 3928568 (M.D. Fla. 2010)(“Although the Court has not determined that the Plaintiffs have violated Rule 11, it is obvious that they have not complied with Rule 8 ... [plaintiffs] should also take care to insure that their actions satisfy the requirements of Rule 11.”). Accordingly, Rule 11 sanctions are warranted against Plaintiffs and Counsel for the filing of the Complaint which does not remedy the defects set forth in the Dismissal Orders.

III. **RULE 11 SANCTIONS ARE WARRANTED TO THE EXTENT THE SAC CONTAINS ANY SPECIFIC ALLEGATIONS AGAINST OLD REPUBLIC BECAUSE THERE IS NO REASONABLE FACTUAL BASIS FOR THE ALLEGATIONS**

To the extent that there are any allegations in the SAC against Old Republic, none have any reasonable factual basis or state a cause of action against it. First, Plaintiffs acknowledge that the National Association of Insurance Commissioners (“NAIC”) does not account for the private passenger liability coverage market share of Old Republic. SAC, ¶ 77. Ignoring the fact that NAIC’s data suggests that Old Republic does not write private passenger liability insurance policies, Plaintiffs ask the Court to “suppose” a modest market share for Old Republic. SAC, ¶ 75-78. Thus, despite not having any authoritative support, Plaintiffs and Counsel ask the Court to speculate as to Old Republic’s participation in the market for which they assert antitrust claims. Plaintiffs make this allegation against Old Republic despite the fact that ***Old Republic does not actually provide private passenger liability coverage in Florida.*** See Declaration of Thomas A. Dare In Support of Old Republic Insurance Company’s Motion for Sanctions Pursuant to Rule 11, ¶ 3. Had Plaintiffs and Counsel relied upon the NAIC data or performed any additional due diligence, they would have known that Old Republic does not participate in the private passenger insurance market in Florida. As such, Plaintiffs and Counsel’s pleadings are sanctionable.

Second, Plaintiffs generally allege that either Old Republic or its parent company is a member of the Insurance Institute of Highway Safety (“IIHS”). SAC, ¶ 361.² However, neither Old Republic nor its parent corporation is a member of the IIHS. See Exhibit A to the Declaration of Thomas A. Dare In Support of Old Republic Insurance Company’s Motion for

² Paragraph 361 of the SAC states: “All Defendants except Ocean Harbor, National General, Acceptance, First Acceptance, and Windhaven are members of IIHS either directly or through membership of their parent corporation.”

Sanctions Pursuant to Rule 11, ¶ 4. Again, had Plaintiffs or Counsel performed a review of the IHS website, they would have known that this allegations was frivolous.

Since the allegations in the SAC are frivolous and without evidentiary basis with respect to Old Republic, Plaintiffs and Counsel should be sanctioned.

CONCLUSION

Old Republic should never have been named a defendant in this lawsuit. Plaintiffs and their Counsel knew that that they could not, and therefore did not, include any individualized allegations against Old Republic in the SAC. Despite failing to perform any investigation and refusing to accept Old Republic's counsel's representations that no factual basis existed for naming Old Republic as a defendant in this action, Plaintiffs and Counsel included Old Republic as a defendant in the SAC. Moreover, Plaintiffs and Counsel should have known that the allegations included in the SAC are frivolous and without any evidentiary basis. Therefore, it is apparent that the SAC was filed for improper purposes, including to increase the cost of litigation and harass Old Republic in direct violation of FED.R.CIV.P. 11(b). Accordingly, the Court should enter significant sanctions against Plaintiffs and their Counsel, including but not limited to an award of all attorneys' fees and expenses incurred since the filing of the SAC, and such other and further relief as the Court deems just and proper.

Rule 11(c)(2) Certification

Pursuant to FED.R.CIV.P. 11(c)(2), on March 13, 2015, counsel for Old Republic served a copy of this Motion via e-mail, certified mail and regular U.S. Mail on counsel for Plaintiffs.

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By: /s/ Amy S. Rubin
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*Attorneys for Defendant Old Republic Insurance
Company*

CERTIFICATE OF SERVICE

I hereby certify that on this 8th day of April, 2015, I electronically filed the foregoing document with the Clerk of the Court by using the CM/ECF system which will send a Notice of Electronic Filing to all counsel that are registered with the Court's CM/ECF system.

By: /s/ Amy S. Rubin
Amy S. Rubin

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION

A&E AUTO BODY, INC., et al.,

Plaintiffs,

CASE NO. 6:14-CV-00310-31-TBS

v.

21st CENTURY CENTENNIAL INSURANCE
COMPANY, et al.,

Defendants.

**DECLARATION OF AMY S. RUBIN IN SUPPORT OF DEFENDANT OLD REPUBLIC
INSURANCE COMPANY'S MOTION FOR SANCTIONS PURSUANT TO FEDERAL
RULE OF CIVIL PROCEDURE 11**

I, Amy S. Rubin, declare as follows

1. I submit this declaration in support of Defendant, Old Republic Insurance Company's ("Old Republic") Motion for Sanctions Pursuant to Federal Rule of Civil Procedure 11.

2. I am an attorney admitted to practice in this Court and a partner with the law firm Fox Rothschild LLP, counsel of record in the lawsuit styled A&E Auto Body, Inc. et al., v. 21st Century Centennial Insurance Company, Case No. 6:14-cv-00310-GAP-TBS (the "Lawsuit") for Defendant, Old Republic. I am aware of the following facts based upon personal knowledge, and if called to testify as a witness, I could and would testify competently to such facts.

3. On or about September 15, 2014 I took part in a telephone conference with Allison P. Fry, Esq. of John Arthur Eaves, Attorneys at Law, counsel of record for the Plaintiffs. During the telephone conference, I informed Ms. Fry that Old Republic did not have direct repair programs ("DRPs") with any of the plaintiffs in the Lawsuit and that there did not appear to be

any basis for naming Old Republic as a defendant in the Lawsuit. Additionally, I asked Ms. Fry to send to me any documentation that she had in her possession to the contrary. Ms. Fry refused to send any documentation reflecting the basis for naming Old Republic as a defendants in the Lawsuit.

4. On or about September 22, 2014, I sent Ms. Fry correspondence confirming my telephone conference, reiterating that Old Republic does not have DRPs with any of the plaintiffs, informing her that there appears to be no basis for Old Republic's inclusion as a defendant, and requesting documentation to the contrary. A copy of the September 22, 2014 correspondence to Allison Fry, Esq. is attached as Exhibit A. The undersigned received no written or oral response to this correspondence or the prior telephone conference.

5. To date, counsel for Old Republic has never been provided with any documentation or information by Plaintiffs or their counsel to explain the basis for naming Old Republic as a Defendant in the SAC.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 13th day of March 2015 at West Palm Beach, Florida.



Amy S. Rubin



Fox Rothschild LLP
ATTORNEYS AT LAW

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September 22, 2014

Allison P. Fry, Esq.
John Arthur Eaves, Attorneys at Law
101 North State Street
Jackson, MS 39206

Re: A&E Auto Body, Inc., et al., v 21st Century Centennial Insurance Company
Case No. 6:14-md-2557-Orl-31TBS

Dear Ms. Fry:

This firm represents Old Republic Insurance Company ("Old Republic") in connection with the above referenced lawsuit. In follow-up to our telephone call prior to the court's status conference, I wanted to reiterate to you that my client does not have direct repair agreements with any of the Plaintiffs nor can my client find any documents tying it to a single Plaintiff in this lawsuit. As such, we believe that there is no factual basis for naming Old Republic as a defendant. However, to the extent that you have any information to the contrary (insured names, claims numbers, invoices or checks would be extremely helpful), please allow this to serve as our second request for copies of any documentation you might have. Your cooperation and assistance in this regard is greatly appreciated.

Based on your representations in Court, we understand that you are preparing a motion that will request injunctive relief against all of the defendants in this lawsuit due to certain acts of retaliation. If you intend to seek injunctive relief against Old Republic, please provide us with any affidavits or other information you may have indicating specific acts of retaliation by Old Republic against any of the plaintiffs named in the lawsuit. Your cooperation and assistance in this regard is greatly appreciated. If you have any credible evidence against my client in this regard, we can work together to resolve the issues. However, if you file a motion for injunction against Old Republic without any documented specific retaliation, such a motion would be frivolous and my client will consider all legal options including a Rule 11 sanctions motion.

A Pennsylvania Limited Liability Partnership

California Colorado Connecticut Delaware District of Columbia
Florida Nevada New Jersey New York Pennsylvania





Fox Rothschild ^{LLP}
ATTORNEYS AT LAW

Allison P. Fry, Esq.
September 22, 2014
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In accordance with Scheduling Order Number Two, this letter shall serve as notice that Old Republic Insurance Company will waive its right to challenge service. My client will be filing a Motion to Dismiss on or before October 3, 2014.

Your cooperation and assistance in this regard is greatly appreciated.

Very truly yours,

A handwritten signature in cursive script, appearing to read 'Amy S. Rubin'.

Amy S. Rubin
ASR/wm

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION**

A&E AUTO BODY, INC., et al.,

Plaintiffs,

CASE NO. 6:14-CV-00310-31-TBS

v.

21st CENTURY CENTENNIAL INSURANCE
COMPANY, et al.,

Defendants.

**DECLARATION OF THOMAS A. DARE IN SUPPORT OF DEFENDANT OLD
REPUBLIC INSURANCE COMPANY'S MOTION FOR SANCTIONS PURSUANT TO
FEDERAL RULE OF CIVIL PROCEDURE 11**

I, Thomas A. Dare, declare as follows

1. I submit this declaration in support of Defendant, Old Republic Insurance Company's ("Old Republic") Motion for Sanctions Pursuant to Federal Rule of Civil Procedure 11.

2. I am a Vice President and Associate General Counsel of Old Republic International Corporation, the ultimate parent company of Old Republic. I am aware of the following facts based upon personal knowledge and a review of Old Republic's books and records, and if called to testify as a witness, I could and would testify competently to such facts.


3. Old Republic has not, during the pertinent times raised in the Second Amended Complaint written any private passenger auto liability coverage policies in Florida.

4. Neither Old Republic nor its parent or ultimate parent corporation have been a member of the Insurance Institute for Highway Safety ("IIHS") during the pertinent times raised

in the Second Amended Compliant. A copy of the current membership listing for IIHS from IIHS's website at www.iihs.org/iihs/about-us/member-groups is attached as Exhibit A.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 12 day of March 2015 at West Palm Beach, Florida.


Thomas A. Dare



About the Institutes

The Insurance Institute for Highway Safety (IIHS) is an independent, nonprofit scientific and educational organization dedicated to reducing the losses — deaths, injuries and property damage — from crashes on the nation's roads.

The Highway Loss Data Institute (HLDI) shares and supports this mission through scientific studies of insurance data representing the human and economic losses resulting from the ownership and operation of different types of vehicles and by publishing insurance loss results by vehicle make and model.

Both organizations are wholly supported by auto insurers and insurance associations.

Media queries? Please see our [Press room](#).

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CSAA Insurance Group

CSE Insurance Group

Direct General

Corporation

Erie Insurance Group

Esurance

Farm Bureau Financial

Services

Farm Bureau Insurance of

Michigan

Farm Bureau Mutual

Insurance Company of

Idaho

Farmers Insurance Group

Farmers Mutual Hail

Insurance Company of

Iowa

Farmers Mutual of

Nebraska

Florida Farm Bureau

Insurance Companies

Frankenmuth Insurance

Infinity Property &

Casualty

Kemper Corporation

Kentucky Farm Bureau

Mutual Insurance

Companies

Liberty Mutual Insurance

Company

Louisiana Farm Bureau

Mutual Insurance

Company

Mercury Insurance Group

MetLife Auto & Home

Michigan Millers Mutual

Insurance Company

MiddleOak

Mississippi Farm Bureau

Casualty Insurance

Company

MMG Insurance

Munich Reinsurance

America, Inc.

Mutual of Enumclaw

Insurance Company

Nationwide

New Jersey

Manufacturers Insurance

Group

Nodak Mutual Insurance

Company

Norfolk & Dedham Group

North Carolina Farm

Bureau Mutual Insurance

Company

Northern Neck Insurance

Company

Ohio Mutual Insurance

Group

Old American County

Mutual Fire Insurance

Old American Indemnity

Company

Southern Farm Bureau

Casualty Insurance

Company

State Auto Insurance

Companies

State Farm Insurance

Companies

Tennessee Farmers

Mutual Insurance

Company

Texas Farm Bureau

Insurance Companies

Tower Group Companies

The Travelers Companies

United Educators

USAA

Utica National Insurance

Group

Virginia Farm Bureau

Mutual Insurance

West Bend Mutual

Insurance Company

Western National

Insurance

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America