

MIAMI-DADE COUNTY

FEATURED VERDICT

INSURANCE

Fraud — Wrongful Death

Ex-girlfriend helped man carry out killing of wife, family argued**VERDICT** **\$44,000,000****CASE** Myriam Benitez, as heir and personal representative of the Estate of Wendy Marie Trapaga v. Yolanda Cerrillo, No. 2005-18414-CA-01**COURT** Miami-Dade County Circuit Court, 11th, FL**JUDGE** David C. Miller**DATE** 9/4/2013**PLAINTIFF****ATTORNEY(S)** Jorge C. Borron, Law Office of Jorge Celestino Borron, Miami, FL**DEFENSE****ATTORNEY(S)** None reported**FACTS & ALLEGATIONS** In October 2002, plaintiff's decedent Wendy Marie Trapaga, 21, was killed in Miami Springs. In 2005, police charged her husband, Michel Escoto, with murder.

Myriam Benitez, as heir and as personal representative of the estate of her daughter, sued Yolanda Cerrillo, the ex-girlfriend of Escoto, for wrongful death.

The estate's counsel claimed that Trapaga's family had suspected that Cerrillo helped Escoto carry out the killing as part of a scheme to collect a \$1 million insurance policy he had on Trapaga. Prosecutors gave Cerrillo immunity in exchange for details against Escoto. The estate's counsel claimed that Cerrillo admitted to prosecutors that she helped Escoto crush narcotic pain reliever pills into powder to knock out Trapaga before he beat her to death. Counsel also claimed that Cerrillo admitted she allowed Escoto to dunk her head into a bathtub to practice how to drown Trapaga.

In 2012, a Miami-Dade judge found Cerrillo liable for Trapaga's death. A trial proceeded on damages.

INJURIES/DAMAGES *blunt force trauma to the head; death; emotional distress; loss of society*

Benitez sought to recover compensatory and punitive damages for pain and suffering and loss of society resulting from Trapaga's death.

RESULT The jury determined that the estate's damages totaled \$44 million, which included \$33 million in punitive damages.**ESTATE OF WENDY MARIE****TRAPAGA** \$33,000,000 punitive damages
 \$11,000,000 compensatory
 \$44,000,000**TRIAL DETAILS** Trial Length: 2 days
 Trial Deliberations: 4 hours**EDITOR'S NOTE** This report is based on information that was provided by plaintiff's counsel. The defendant was not asked to contribute.

—Gary Raynaldo

PREMISES LIABILITY

Inadequate or Negligent Security — Housing Complex

Condo association had notice of security deficiencies: plaintiff**SETTLEMENT** **\$900,000****CASE** Lionel Llorca v. The Leslie Condominium Association, Inc., No. 13-06130 CA 22**COURT** Miami-Dade County Circuit Court, FL**JUDGE** Darrin P. Gayles**DATE** 8/28/2013**PLAINTIFF****ATTORNEY(S)** Paul A. McKenna, Paul A. McKenna & Associates, P.A., Coral Gables, FL**DEFENSE****ATTORNEY(S)** Dannelle Fleites, Lydecker Diaz, Miami, FL**FACTS & ALLEGATIONS** In the early morning of Oct. 11, 2012, plaintiff Lionel Llorca, 36, a French businessman who was attempting to open a restaurant in Miami, was in his apartment at The Leslie in Miami Beach. He had bought the condo from The Leslie Condominium Association Inc. earlier in the year. While in his apartment, Llorca was attacked by a burglar, who got in by prying open a bathroom window. Neighbors, hearing the commotion, called the police, who arrived and found Llorca lying in a pool of blood on the floor. According to Llorca's counsel, he was beaten so badly that he could not remember what had occurred. He sustained extensive facial fractures.

Llorca sued The Leslie Condominium Association, alleging that there were a lot of previously known deficiencies in the security of the building, which allowed the attack to occur.

Following the attack, Miami police located the suspect who entered the apartment. According to testimony from the suspect, who confessed to the robbery, he was attracted to the premises due to seeing the rear security gate left open. According to the burglar, the security gate was broken, and this was why the apartment was chosen.

According to Llorca's counsel, several weeks after the attack, the rear gate had still not been fixed. He contended that the condo association had notice that there were numerous deficiencies in the security of the building, including the gates left open, gaps in fencing, and a lack of anything that would prevent or deter criminal activity. The Leslie was in a high crime area, and experienced instances of burglary in the past. However, Llorca's counsel contended that the association negligently operated and maintained the premises without consideration for security and protection of unit owners.

Llorca's counsel also alleged that Llorca's condo had been previously burglarized with him in the unit. Taken from the apartment were computers and other electronic devices.

Defense counsel disputed liability in the incident, contending that the security for the premises was adequate. Counsel also contended that Llorca may have been responsible himself for the incident occurring.

INJURIES/DAMAGES *comminuted fracture; fracture, left maxillary sinus; fracture, nose; fracture, orbit; fracture, septum; fracture, sinus; fracture, zygomatic arch; pins/rods/screws; plate*

After being discovered, Llorca was taken by ambulance to Ryder Trauma Center at the University of Miami, where he was hospitalized for several weeks. He was diagnosed as having sustained extensive bilateral comminuted fractures of the nasal bones, nasal septum, maxillary sinus, frontal sinus, left maxilla, bilateral zygomatic arches, right mandibular ramus, and bilateral orbits. To treat the fractures, Llorca underwent multiple procedures in which metal plates and screws were installed into his face. The hardware was scheduled to be removed in the fall of 2013.

As a result of the attack, Llorca, who was originally from Marseilles, France, returned to France to be cared for by his parents.

RESULT Prior to trial, the parties agreed to a settlement of \$900,000, to be paid by the condo association's insurance policies. As part of the settlement, the defendant did not admit liability.

INSURER(S) Nova Casualty for Leslie Condominium Association

AIX Group for Leslie Condominium Association

EDITOR'S NOTE This report is based on information that was provided by plaintiff's counsel. Defense counsel did not respond to the reporter's phone calls.

-Kirk Maltais

INSURANCE

Denial of Claim

Medical services related to previous year's MVA: plaintiff

VERDICT \$5,425

CASE Advance Health Services, III, Inc., a/a/o Jean Daniel Alexis v. United Automobile Insurance Company, No. 09-02060 SP 26 (03)

COURT Miami-Dade County Circuit Court, 11th, FL

JUDGE Michaelle Gonzalez-Paulson

DATE 5/8/2013

PLAINTIFF

ATTORNEY(S) Martin I. Berger, Samole Berger & Hicks PA, Miami, FL
Zachary A. Hicks, Samole Berger & Hicks PA, Miami, FL

DEFENSE

ATTORNEY(S) Pablo Arrue, counsel United Automobile Insurance Company, Miami, FL
Norma Guadalupe Kassner, Norma Guadalupe Kassner, Esq., Miami, FL

FACTS & ALLEGATIONS In 2008, Jean Daniel Alexis underwent chiropractic treatment and physical therapy at Advance Health Services in Miami for back injuries he claimed resulted from a motor vehicle accident a year earlier. Alexis had filed a Personal Injury Protection claim with his insurance carrier, United Automobile Insurance Co., to pay for his medical treatment. United Automobile declined the claim, stating that the medical services provided to Alexis were not related to the accident.

Advance Health Services, III, Inc., a/a/o Jean Daniel Alexis, sued United Automobile for wrongful denial of the claim.

Advance Health Services' counsel contended that the medical services provided were related to Alexis' June 8, 2007, motor vehicle accident. The plaintiff's treating chiropractor testified that Alexis sustained a bulging disc injury at the lumbar spinal level L4-5 from the accident. The chiropractor testified that Alexis initially had medical treatment in 2007 and underwent additional treatment in 2008 due to continued pain. The chiropractor testified that his treatment in 2008 was for pain in the same L4-5 spinal region.

Defense counsel argued that Alexis' medical bills for treatment at Advance Health Services were not related to the 2007 accident. They contended that there was a gap of one year between the period when Alexis finished his initial treatment and began again with Advance Health. They suggested that Alexis must have had another injury during that time that caused him to have more treatment.