

IN THE CIRCUIT COURT OF THE
15th JUDICIAL CIRCUIT IN AND
FOR PALM BEACH COUNTY,
FLORIDA

ALIEEN PASKOFF,

CASE NO.: 50 2010 CA 030473

Plaintiff,

v.

AVATAR PROPERTY & CASUALTY
INSURANCE COMPANY

Defendant.

**DEFENDANT'S RESPONSE IN OPPOSITION TO PLAINTIFF'S MOTION TO
COMPEL DEPOSITION OF JOHN ADHIA**

COME NOW the Defendant, AVATAR PROPERTY & CASUALTY INSURANCE COMPANY, by and through their undersigned counsel, pursuant to Florida Rule of Civil Procedure 1.280(c), and files this, Defendant's Response in Opposition to Plaintiff's Motion to Compel Deposition of John Adhia, and in support would state as follows:

1. The Plaintiff's claims stem from a water leak which occurred at the Plaintiff's home on or about 7/22/10, wherein the Plaintiff is making a claim with her homeowners insurance carrier, Avatar Property & Casualty Insurance Company (hereinafter referred to as AVATAR) for damages stemming from this water leak.

2. The Plaintiff has conducted the deposition of the claim adjuster from AVATAR, Ms. Maureen McCarthy regarding the Plaintiff's claim, who adjusted the claim internally for AVATAR.

3. The Plaintiff has conducted the deposition of the corporate representative of AVATAR, Mr. Don Livengood regarding the Plaintiff's claim.

4. The Plaintiff has conducted the deposition of the field adjuster from AVATAR who conducted an inspection of the Plaintiff's home, Mr. Stanley Trim.

5. The Plaintiff now wishes to conduct the deposition of the CEO of AVATAR, Mr. John Adhia, who was not involved in the handling or adjusting of the Plaintiff's claim (See Exhibit "A" Affidavit of John Adhia).

6. As a courtesy to the Plaintiff, Mr. Adhia visited the Plaintiff's home following the loss while Mr. Adhia happened was in the Boca Raton area, tending to other business matters in Boca Raton. Mr. Adhia visited the Plaintiff's home in an effort to appease the Plaintiff during the pendency of her claim and foster good will with the Plaintiff, as an insured with AVATAR (See Exhibit "A").

7. Mr. Adhia did not conduct an inspection of the Plaintiff's home or become involved with the day to day claims handling process with regards to her claim (See Exhibit "A").

8. Mr. Adhia has never conducted field inspections on behalf of AVATAR and has no experience with adjusting claims such as the one presented by the Plaintiff (See Exhibit "A").

9. Mr. Adhia relied upon the expertise and experience of his field adjuster, Mr. Trim, with investigating the Plaintiff's claims and determining the nature of the Plaintiff's claims (See Exhibit "A").

10. The only purpose for the Plaintiff to depose Mr. Adhia is to harass Mr. Adhia. Mr. Adhia's contact with the Plaintiff was limited to a brief conversation with the Plaintiff (See Exhibit "A"). Mr. Adhia was not involved with determining the cause of the water loss or the extent of damages the Plaintiff claims (See Exhibit "A"). Mr. Adhia was

simply attempting to exhibit good will with one of his insured's(See Exhibit "A").

11. Florida Rule of Civil Procedure 1.280(c) states in pertinent part:

Upon motion by a party or by the person from which the discovery is sought, and for good cause shown, the court in which the action is pending may make any order to protect a party or person from annoyance, embarrassment, oppression, or undue burden or expense that justice requires, including one or more of the following: (1) that the discovery not be had...

12. The sole purpose for the Plaintiff to conduct the deposition of Mr. Adhia is to annoy and harass Mr. Adhia.

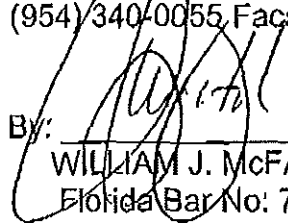
13. Therefore, the Plaintiff should be precluded from conducting Mr. Adhia's deposition.

WHEREFORE, the Defendant, AVATAR PROPERTY & CASUALTY INSURANCE COMPANY, respectfully requests this Honorable Court deny the Plaintiff's Motion to Compel the Deposition of John Adhia.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was furnished by U.S. Mail and Facsimile (561) 515-6124 to Shaun J. Marker, Esq. 777 South Flagler Drive, Suite 800, West Tower, West Palm Beach, FL 33401 on this 25th day of April, 2012.

McFARLANE & DOLAN
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By: 
WILLIAM J. McFARLANE, ESQUIRE
Florida Bar No: 768601

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AFFIDAVIT OF JOHN ADHIA

1. My name is JOHN ADHIA and I am 18 years of age or older.
2. I am presently employed as the Chief Executive Officer of AVATAR PROPERTY & CASUALTY INSURANCE COMPANY.
3. AVATAR PROPERTY & CASUALTY INSURANCE COMPANY issued a policy of to the Plaintiff, Alieen Paskoff, Policy # HOFL100197503-00, with effective dates of 9/4/09 to 9/4/10.
4. As the Chief Executive Officer for AVATAR PROPERTY & CASUALTY INSURANCE COMPANY, I am not directly involved in adjusting any claims made by any insured's pursuant to a policy of insurance issued by AVATAR PROPERTY & CASUALTY INSURANCE COMPANY.
5. As the Chief Executive Officer for AVATAR PROPERTY & CASUALTY INSURANCE COMPANY, I am not directly involved in inspecting the homes of insured's who make claims under policies of insurance issued by AVATAR PROPERTY & CASUALTY INSURANCE COMPANY.

6. As the Chief Executive Officer for AVATAR PROPERTY & CASUALTY INSURANCE COMPANY, I am not directly involved in making a determination as to whether or not an insured's claim is covered under a policy of insurance issued by AVATAR PROPERTY & CASUALTY INSURANCE COMPANY.
7. As a courtesy to the Plaintiff, I visited with the Plaintiff shortly after the Plaintiff filed a claim with AVATAR PROPERTY & CASUALTY INSURANCE COMPANY to foster good will with the Plaintiff while I was tending to other business matters in Boca Raton, FL.
8. When I visited the Plaintiff, I did not conduct an inspection of the scope and cause of the damages she was claiming.
9. When I visited with the Plaintiff, I did not make a determination as to whether or not the claims of the Plaintiff were covered under the policy of insurance issued by AVATAR PROPERTY & CASUALTY INSURANCE COMPANY.
10. Following the filing of the Plaintiff's claim, I was not involved in the handling of the Plaintiff's claim.
11. I have never conducted field inspections of the damages claimed by any insured who has filed claims with AVATAR PROPERTY & CASUALTY INSURANCE COMPANY.
12. I have no experience or training in adjusting claims of insureds.
13. I relied upon the expertise of Stanley Trim to serve as the field inspector on behalf of AVATAR PROPERTY & CASUALTY INSURANCE

COMPANY to make a determination as to the cause and extent of the damages claimed by the Plaintiff.

- 14. I relied upon the training and experience of Maureen McCarthy to serve as the claims adjuster for the Plaintiff's claims for AVATAR PROPERTY & CASUALTY INSURANCE COMPANY.

JOHN ADHIA

STATE OF FLORIDA

SS:

COUNTY OF HILLSBOROUGH

BEFORE ME, the undersigned authority, this _____ day of _____
 2012, personally appeared _____ who is
 personally known _____ OR produced identification _____ (type of
 identification produced _____) and upon being first duly sworn according to law,
 deposes and says that _____ executed the foregoing _____
 and that the statements and allegations contained therein are true and correct to the best
 of _____ knowledge and belief.

Notary Public

Printed name of Notary Public