

IN THE SUPREME COURT OF FLORIDA

Case No. SC-18-1390

L.T. No. 2D-16-4036

MRI ASSOCIATES OF TAMPA, :
INC., d/b/a PARK PLACE MRI, :
 Petitioner, :
 : :
v. :
 : :
STATE FARM MUTUAL :
AUTOMOBILE INSURANCE :
COMPANY, :
 Respondent. :
_____ /

**STATE FARM’S RESPONSE
TO PETITIONER’S MOTION TO STAY MANDATE**

Pursuant to Florida Rule of Appellate Procedure 9.340, State Farm Mutual Automobile Insurance Company (“State Farm”) submits this Response to the motion of petitioner MRI Associates of Tampa, Inc., d/b/a Park Place MRI (“Park Place”), to stay the issuance of the Court’s mandate. *See* Mot. Stay Mandate Pending Rev. U.S. Supreme Ct. (Jan. 31, 2022) (the “Motion to Stay”); *see also* MRI Assocs. of Tampa, Inc. v. State Farm Mut. Auto. Ins. Co., No. SC-18-1390, 2021 WL 5832298 (Fla. Dec. 9, 2021) (the “Opinion”), *mot. reh’g denied*, 2022 WL 168291 (Fla. Jan. 19, 2022).

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I. INTRODUCTION

This Court should deny Park Place's stay request and should proceed to issue the Mandate. The Motion to Stay is based on Park Place's plan to seek certiorari review of the Opinion in the U.S. Supreme Court. A certiorari petition in this case – which addresses issues of state insurance and contract law – would be futile. Further, contrary to Park Place' claim, State Farm would suffer significant prejudice if the Court were to delay the Mandate. Thousands of State Farm cases statewide have been stayed – for up to five years – pending the outcome of this appeal. It is time to resolve all of those related suits.

II. DISCUSSION

A. Park Place Has Not Shown Any Likelihood of Success.

Park Place claims that it “has a likelihood of success on the merits in the U.S. Supreme Court.” Mot. Stay ¶ 9. But there is virtually no chance that the U.S. Supreme Court would accept Park Place's proposed certiorari petition, much less grant it.

The Motion to Stay and the proposed petition are premised on the same invalid “due process” argument set forth in Park Place's Motion for Rehearing and rejected by this Court.

Park Place claims that the Opinion “violated [its] due process rights” by addressing issues “never raised in the trial court.” Mot. Stay ¶ 3; *see also* Mot. Reh’g Clarification ¶ 12 (Dec. 23, 2021). Such a claim is disingenuous in this single-issue case.

The question certified to and answered by this Court is whether State Farm’s “policy provisions clearly and unambiguously authorize the use of the statutory schedule of maximum charges [the ‘Schedule’] in accord with the requirements of the [Florida No-Fault (‘PIP’)] statute.” Opinion, 2021 WL 5832298, at *1; *see also* State Farm Mut. Auto. Ins. Co. v. MRI Assocs. of Tampa, Inc., 252 So. 3d 773, 778 (Fla. 2d DCA 2018) (“Because the State Farm policy includes mandatory language expressly limiting reimbursement for reasonable medical expenses to the [Schedule], we conclude that it is sufficient to place insureds and service providers on notice as required by section 627.736(5)(a)5.”).

This question involves an analysis of the Florida PIP Statute, Florida insurance laws and regulations, and a Florida insurance contract. The U.S. Supreme Court properly would defer to this Court on these state law issues.

B. A Stay Would Harm State Farm and Would Delay Thousands of Related Suits.

Park Place incorrectly claims that State Farm “will suffer no prejudice from staying the mandate.” Mot. Stay. ¶ 11. To the contrary, a stay would prevent State Farm from resolving the thousands of related fee schedule election suits that are pending throughout the Florida court system. Some of those cases have been stayed for five years or more, since the filing of the underlying Second DCA appeal in 2016.

Park Place expresses concern about a potential “inconsistent” result if this litigation were to proceed in the circuit court. Mot. Stay. ¶ 10. Park Place can address that specific issue with the circuit court on remand. But its concern about this one case and these 19 PIP claims is not a valid reason to prevent State Farm from resolving thousands of other cases and claims.

III. CONCLUSION

For these reasons, the Court should deny the Motion to Stay Mandate.

Respectfully submitted,

Chris W. Altenbernd
BANKER LOPEZ GASSLER P.A.
501 E. Kennedy Blvd.
Suite 1700
Tampa, Florida 33602
Phone: 813-574-8562
CAldenbernd@bankerlopez.com

D. Matthew Allen
CARLTON FIELDS JORDEN BURT
4221 W. Boy Scout Blvd.
Suite 1000
Tampa, Florida 33607
Phone: 813-223-7000
MAllen@carltonfields.com

/s/ Nancy A. Copperthwaite
Marcy Levine Aldrich
Nancy A. Copperthwaite
AKERMAN LLP
Three Brickell City Centre
98 SE Seventh Street, Suite 1100
Miami, Florida 33131
Phone: 305-374-5600
Marcy.Aldrich@akerman.com
Nancy.Copperthwaite@akerman.com
Debra.Atkinson@akerman.com

Counsel for Respondent State Farm

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was e-mailed this 4th day of February 2022 to all persons on the Service List.

/s/ Nancy A. Copperthwaite
Nancy A. Copperthwaite
Florida Bar No. 549428

PARK PLACE SERVICE LIST

David M. Caldevilla, Esq.
DE LA PARTE & GILBERT, P.A.
P.O. Box 2350
Tampa, Florida 33601-2350
Phone: 813-229-2775
caldevilla@dgfirm.com
serviceclerk@dgfirm.com

Stuart C. Markman, Esq.
Kristin A. Norse, Esq.
KYNES, MARKMAN & FELMAN, P.A.
P.O. Box 3396
Tampa, Florida 33601-3396
Phone: 813-229-1118
SMarkman@kmf-law.com
KNorse@kmf-law.com

Craig E. Rothburd, Esq.
CRAIG E. ROTHBURD, P.A.
320 W. Kennedy Blvd., Suite 700
Tampa, Florida 33606
Phone: 813-251-8800
CRothburd@e-rlaw.com

John V. Orrick, Jr., Esq.
JOHN V. ORRICK, P.L.
6946 W. Linebaugh Avenue
Tampa, Florida 33625-5800
Phone: 813-283-5868
JOrrick@jvolaw.com

Edward H. Zebersky, Esq.
ZEBERSKY PAYNE, LLP
110 SE Sixth Street, Suite 2150
Fort Lauderdale, Florida 33301
Phone: 954-989-6333
ezebersky@zpllp.com

Melisa Coyle, Esq.
THE COYLE LAW FIRM, P.A.
407 Lincoln Road, Suite 8-E
Miami Beach, Florida 33139
Phone: 305-604-0077
MCoyle@thecoylelawfirm.com

D. Matthew Allen, Esq.
CARLTON FIELDS JORDEN BURT P.A.
4221 West Boy Scout Blvd., Suite 1000
Tampa, Florida 33607
Phone: 813-223-7000
MAllen@carltonfields.com
EJones@carltonfields.com

Kenneth P. Hazouri, Esq.
DE BEAUBIEN, KNIGHT, SIMMONS,
MANTZARIS & NEAL, LLP
332 North Magnolia Avenue
Orlando, Florida 32801
Phone: 407-422-2454
KPH47@dbksmn.com
lquezada@dbksmn.com

Chris W. Altenbernd, Esq.
BANKER LOPEZ GASSLER P.A.
501 E. Kennedy Blvd., Suite 1700
Tampa, Florida 33602
Phone: 813-221-1500
CAaltenbernd@bankerlopez.com

Scott R. Jeeves, Esq.
THE JEEVES LAW GROUP
954 First Avenue North
St. Petersburg, Florida 33705
Phone: 727-894-2929
SJeeves@jeeveslawgroup.com

Lawrence M. Kopelman, Esq.
LAWRENCE M. KOPELMAN, P.A.
7900 Peters Road, Suite B-200
Plantation, Florida 33324
Phone: 954-462-6855
LMK@kopelblank.com

Stuart L. Koenigsberg, Esq.
STUART L. KOENIGSBERG, P.A.
8877 SW 131st Street
Miami, Florida 33176
Phone: 305-899-8900
Stuart@koenigsberglaw.com

Mac S. Phillips, Esq.
PHILLIPS TADROS, P.A.
12 SE Seventh Street, Suite 803
Fort Lauderdale, Florida 33301
Phone: 954-642-8885
MPhillips@phillipstadros.com

Maria Elena Abate, Esq.
COLODNY FASS
1401 NW 136th Avenue, Suite 200
Sunrise, Florida 33323
Phone: 954-492-4010
mabate@colodnyfass.com

Kenneth J. Dorchak, Esq.
BUCHALTER, HOFFMAN & DORCHAK
1075 NE 125th Street, Suite 202
N. Miami, Florida 33161
Phone: 305-891-0211
KDorchak@bhdlawfirm.com