

**IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT
IN AND FOR HILLSBOROUGH COUNTY, FLORIDA
CIRCUIT CIVIL DIVISION**

**PROGRESSIVE EXPRESS INSURANCE
COMPANY, a foreign insurer,**

Plaintiff(s),

CASE NO. 14-CA-002648

vs.

DIVISION D

**MANUEL ARELLANO a/k/a MANUEL
ENRIQUE ARELLANO-RIVERA and M.
ARELLANO, INC., a Florida corporation,
and IRA FRANKLIN STRAPPIER,**

Defendant(s).

AMENDED FINAL SUMMARY JUDGMENT

**FOR PROGRESSIVE EXPRESS INSURANCE COMPANY AND AGAINST MANUEL
ARELLANO A/K/A MANUEL ENRIQUE ARELLANO-RIVERA**

THIS CAUSE came before the court on September 4, 2014, on the Plaintiff **PROGRESSIVE EXPRESS INSURANCE COMPANY**'s Motion for Final Summary Judgment. Before the court were Stuart Freeman, Counsel for Plaintiff, **PROGRESSIVE EXPRESS INSURANCE COMPANY** and Michael McLaughlin, Counsel for **IRA FRANKLIN STRAPPIER**, Defendant and Crossclaim Plaintiff. Defendant **MANUEL ARELLANO a/k/a MANUEL ENRIQUE ARELLANO-RIVERA** had previously been served and a Clerk's Default was entered April 29th, 2014. A notice of hearing was provided to Brandon R. Scheele, counsel of record for Defendant, who did not appear for the hearing or file opposition to the motion. Pursuant to the Order Granting Plaintiff, **PROGRESSIVE EXPRESS INSURANCE COMPANY**'s Motion for Final Summary Judgment entered on September 5, 2014, it is

DECLARED, ORDERED AND ADJUDGED as follows:

1. The 2000 Volvo Truck, VIN #4V5JC2UF1YN868996, owned by Defendant, M. ARELLANO, INC. ("M. ARELLANO, INC."), and operated by Defendant, MANUEL ARELLANO a/k/a MANUEL ENRIQUE ARELLANO-RIVERA ("ARELLANO"), at the time of the motor vehicle accident of July 22, 2013 (the "Accident"), was not an "insured

auto” as defined in the Commercial Auto Policy issued by Plaintiff, PROGRESSIVE EXPRESS INSURANCE COMPANY (“PROGRESSIVE”), to ARELLANO, under Policy No. 08145195 (the “Policy”).

2. Therefore, the Policy does not provide bodily injury liability coverage to ARELLANO or to M. ARELLANO, INC. as a result of the claims made by Defendant, IRA FRANKLIN STRAPPIER (“STRAPPIER”), resulting from the Accident.
3. Additionally, and alternatively, ARELLANO and M. ARELLANO, INC. are in breach of the Policy issued by failing to attend three (3) scheduled Examinations Under Oath, such that PROGRESSIVE, under the Policy, is not required to provide bodily injury liability coverage to ARELLANO or to M. ARELLANO, INC., as a result of the claims made by STRAPPIER, resulting from the Accident.
4. Accordingly, as a result of the foregoing, PROGRESSIVE has no duty to indemnify ARELLANO or M. ARELLANO, INC. for any damages from bodily injury being made against them by Defendant, STRAPPIER, as a result of the Accident.
5. Furthermore, PROGRESSIVE has no duty to defend ARELLANO or M. ARELLANO, INC., in any lawsuit brought against them by STRAPPIER, for any damages from bodily injury resulting from the Accident.
6. Final Summary Judgment is, therefore, entered in favor of PROGRESSIVE and against ARELLANO, M. ARELLANO, INC. and STRAPPIER.

DONE AND ORDERED in Chambers, at Tampa, Hillsborough County, Florida on this 8th day of September, 2014.

Electronically Conformed 9/8/2014

Claudia R. Isom
CIRCUIT COURT JUDGE

SERVICE LIST

CASE NO. 14-CA-002648

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