

## SETH B. ALTMAN

ASSOCIATE



### AREAS OF PRACTICE

Insurance Services – Coverage & Bad Faith  
Litigation  
Property Litigation  
Miscellaneous Professional Liability

### CONTACT INFO

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### ADMISSIONS

New York  
2006

Florida  
2015

### EDUCATION

Albany Law School (J.D., 2005)

University of Florida (B.S., 2000)

### OVERVIEW

Seth is a member of the Professional Liability Department where he focuses his practice on representing and defending clients in insurance coverage, and first party property claims and suits made against them. Prior to joining Marshall Dennehey, Seth served as in-house counsel for two separate insurance companies litigating first party property cases, and most recently, he also served as a member of the assignment of benefits and catastrophe (Hurricane) divisions. In addition to defending cases, Seth is also experienced in investigation, where he counseled and instructed his former claims departments in pre-suit matters.

In 2005 Seth received his *juris doctor* from Albany Law School, where he was an active participant in the Family Court Domestic Violence Clinic and Senior Prize Trials. After graduating from law school, Seth worked as an Assistant District Attorney in the Office of the Orange County, NY District Attorney for nearly a decade. During this time, Seth held positions in the Misdemeanor, General Crimes and Special Victims Units where he tried cases ranging from DWIs to Grand Larcenies to Sexual Assaults.

Seth moved to Florida in 2015 where he began a new chapter in his legal career, working in the insurance industry, initially representing his insurance carrier employers in coverage disputes and first party property related claims and suits.

## THOUGHT LEADERSHIP

### **Court issues order striking plaintiff's demand for attorney's fees.**

**Fort Lauderdale**  
**Insurance Services – Coverage & Bad Faith Litigation**  
**Property Litigation**  
**July 1, 2024**

An allegation in the plaintiff's complaint demanded a right to attorney's fees under Fla. Stat. §§ 627.428, 627.9373 and/or 627.7152. Truck Insurance Exchange filed a motion to strike the plaintiff's claim for attorney's fees. Legal Update for Florida Coverage & Property Litigation – July 2024 is prepared by Marshall Dennehey to provide information on recent legal develop

### **Appraisal was premature because an evidentiary hearing was first required to determine whether the policyholder satisfied the post-loss conditions.**

**Fort Lauderdale**  
**Insurance Services – Coverage & Bad Faith Litigation**  
**Property Litigation**  
**June 1, 2024**

Heritage Property & Casualty appealed an order compelling a commercial Hurricane Irma claim to appraisal. Legal Update for Florida Coverage & Property Litigation – June 2024 is prepared by Marshall Dennehey to provide information on recent legal develop

### **On appeal, the court found an issue of fact remained as to whether the insured "refused to comply" with the examination under oath in the presence of only the insurer's videographer and court reporter.**

**Fort Lauderdale**  
**Insurance Services – Coverage & Bad Faith Litigation**  
**May 1, 2024**

The insured appealed a final judgment in the insurer's favor, claiming the insured breached the policy by failing to submit to an examination under oath (EUO). Legal Update for Florida Coverage & Property Litigation – May 2024 is prepared by Marshall Dennehey to provide information on recent legal develop

### **No Independent Right to Attorney's Fees under Fla. Stat. 627.70152**

**Fort Lauderdale**  
**Insurance Services – Coverage & Bad Faith Litigation**  
**December 1, 2023**

Key Points: Defense Digest, Vol. 29, No.

## **SIGNIFICANT REPRESENTATIVE MATTERS**

On a Hurricane Irma case, Seth obtained a favorable award in a Court-ordered non-binding arbitration where the arbitrator found Defendant insurer was not liable and awarded the Plaintiff \$0 in damages. This helped Defendant obtain a favorable resolution before trial.

Seth successfully defended a Motion for Partial Summary Judgment brought by Plaintiff where Plaintiff tried to argue that the necessary cost of tearing out and replacing non-damaged property in order to access plumbing was outside of Defendant's \$10,000 Limited Water Damage Coverage Endorsement and Plaintiff should be able to recover in excess of the \$10,000 limit. Defendant had tendered the policy limit prior to commencement of the lawsuit. The court ruled against Plaintiff and in favor of Defendant finding that the cost of tear out and replacement was within the policy's endorsement and Defendant's total claim for damages was limited to \$10,000. This ruling enabled Defendant to later obtain Summary Judgment against Plaintiff for having tendered the limits prior to commencement of action. Thus, Plaintiff had no cause of action for breach of contract.

Defendant tendered payment for the full amount of invoices with the 90 day statutory period. Unbeknownst to Defendant, Plaintiff prematurely filed a lawsuit prior to Defendant's payment. Plaintiff tried to argue Defendant confessed judgment and Plaintiff's counsel was entitled to attorney's fees. Seth filed a Motion for Sanctions and Motion for Summary Judgment. Plaintiff dismissed the case with prejudice prior to the hearings.