

CAROLIN A. PACHECO

ASSOCIATE



AREAS OF PRACTICE

Insurance Services – Coverage & Bad Faith Litigation
Property Litigation
Miscellaneous Professional Liability
Consumer Financial Services Litigation & Compliance
Real Estate E&O Liability

CONTACT INFO

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Orlando, FL 32801

ADMISSIONS

Florida
2015

U.S. District Court Middle District
of Florida
2019

U.S. District Court Southern
District of Florida
2019

EDUCATION

Stetson University College of Law
(J.D., 2015)

University of Central Florida (B.S.,
2008)

HONORS & AWARDS

The Best Lawyers: Ones to
Watch®, Insurance Law
2021-2024

ASSOCIATIONS & MEMBERSHIPS

Orange County Bar Association

National Creditors Bar Association

OVERVIEW

As a member of the Professional Liability Department, Carolin Pacheco focuses a part of her practice on first-party insurance coverage claims, defending insurance carriers in a wide range of disputes. She also defends insurers in matters pertaining to coverage and bad faith claims, and assists them through pre-suit investigations and arbitrations.

Carolin also represents condominium association boards in directors and officers suits, as well as real estate agents, brokers and appraisers in errors and omissions claims. She also concentrates a portion of her practice, litigating FDCPA claims and suits brought by debtors, against the collection services assigned to recover the debt.

Before joining Marshall Dennehey, Carolin was an Assistant Public Defender with the Ninth Judicial Circuit of Florida in Orange and Osceola County. She focused her practice on criminal defense for indigent clients. During this time, she litigated various cases ranging from criminal traffic infractions to property damage and violent crimes from initial arrest to jury trial and sentencing.

Carolin graduated from the University of Central Florida in 2008 with a Bachelor of Arts in Legal Studies and earned her *juris doctor* from Stetson University College of Law in 2015. While in law school, Carolin was a law clerk at a general civil litigation firm, where she worked on cases involving breach of contract, landlord-tenant law, and family law. She was also a law clerk for the U.S. Attorney's Office of the Middle District of Florida. Carolin had an active role in her law school's campus activities where she served as a Student Ambassador, she was the president of the Immigration Law Student Association and the secretary of the Hispanic Bar Student Association.

Outside her law practice, Carolin enjoys exploring Central Florida.

THOUGHT LEADERSHIP

LANGUAGES

Spanish (Fluent)

YEAR JOINED

2018

Fourth District Court upheld that, while the homeowners' Proposal for Settlement was a joint proposal, there was no need for apportionment to comply with rule 1.442.

Orlando

Insurance Services – Coverage & Bad Faith Litigation
Property Litigation

July 1, 2024

On May 15, 2024, the Fourth District Court of Appeals rendered a decision regarding a prevailing homeowners' request for attorney's fees on ground that the Proposal for Settlement (PFS) was valid under Florida Rule of Civil Procedure 1.442(c)(3). Legal Update for Florida Coverage & Property Litigation – July 2024 is prepared by Marshall Dennehey to provide information on recent legal developo

Defendant's request for attorney's fees within its summary judgment motion is insufficient to place plaintiff on notice that defendants are claiming attorney's fees.

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Insurance Services – Coverage & Bad Faith Litigation
Property Litigation

June 1, 2024

On February 6, 2024, the Fifth Circuit Court in Hernando County, Florida, rendered a decision regarding a prevailing defendant's request for attorney's fees within a motion for summary judgment. Legal Update for Florida Coverage & Property Litigation – June 2024 is prepared by Marshall Dennehey to provide information on recent legal developo

Florida Rule of Civil Procedure 1.442(c)(3)'s apportionment requirement found inapplicable by virtue of Rule 1,442(c)(4) as the complaint explicitly alleged the co-defendant was only constructively liable for its alleged breach of the purchase agreement.

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

On March 20, 2024, the Third District Court of Appeal rendered a decision concerning the characterization of a "joint proposal" for settlement governed by Florida Rule of Civil Procedure 1.442(c)(3). Legal Update for Florida Coverage & Property Litigation – May 2024 is prepared by Marshall Dennehey to provide information on recent legal developo

Third District's Decision Confirms that the Future of Florida's Pre-Suit Notice Requirement Remains Uncertain

Orlando

Insurance Services – Coverage & Bad Faith Litigation
February 22, 2024

The Third District Court of Appeals of Florida is the latest to join the growing number of Florida appellate courts that have ruled that the pre-suit notice provision of section 627.70152 is procedural in nature and, as such, applies retroactively Legal Update for Insurance Services

Florida's 4th DCA Decides Insurer's Presuit Notice Requirement Is Procedural in Nature and Applies Retroactively

Orlando

Insurance Services – Coverage & Bad Faith Litigation
May 8, 2023

In a decision that continues to fuel the dispute between the plaintiff and defense bar, Florida's Fourth District Court found that the presuit notice provision of section 627.70152 is procedural in nature and, as such, applies retroactively to pol Legal Update for Insurance Services, May 8, 2023, has been prepared for our readers by Marshall Dennehey.

PUBLISHED WORKS

“Dodge v. People's Trust Insurance' and Its Effect on Coverage of Cast Iron Pipes Claims,”
November 1, 2021, *Daily Business Review*

“Enforceability of Conditions Precedent and the Effect of Edwards v. SafePoint Ins. Co.,” *Defense Digest*, Vol. 27, No. 4, September 2021

RESULTS

Summary judgment achieved in first-party coverage lawsuit.

Insurance Services – Coverage & Bad Faith Litigation November 1, 2022

We won summary judgment in the U.S.D.C. for the Middle District of Florida in a first-party coverage case challenging the prompt notice of an insurance claim. The plaintiff alleged extensive damage to the insured premises, including the alleged need to tear out and access the cast iron plumbing for its full replacement following a toilet overflow at the property. The plaintiff failed to report the loss for 20 months following the alleged date of loss.