



Daniel G. Enriquez

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Overview

Daniel Enriquez is a litigator with a focus on the insurance and financial services industries. He serves as coverage and monitoring counsel in complex insurance coverage matters. This representation includes providing coverage opinions and litigating claim disputes under professional liability, general liability and directors and officers policies. Daniel has also defended insurers in litigation involving lender-placed insurance and first-party bad faith.

In addition to his work in the insurance industry, Daniel has represented diverse client bases ranging from large institutional lenders and telecommunications companies to media personalities and college football coaches. He is also involved in pro bono representation, having obtained a six-figure judgment in favor of a client who was the victim of excessive force at the hands of a police officer, who is currently a former one.

Daniel is a regular contributing writer to *PropertyCasualtyFocus*, the firm's blog focused on legal developments in property casualty insurance.

Experience

- *Office Depot Inc. v. AIG Specialty Ins. Co.*, No. 2:15-cv-02416 (C.D. Cal. June 21, 2019).
- *Direct Gen. Ins. Co. v. Houston Cas. Ins. Co.*, 139 F. Supp. 3d 1306 (S.D. Fla. 2015), *aff'd*, 661 F. App'x 980 (11th Cir. 2016). Obtained judgment in favor of professional liability insurer on insured's \$10 million claim based on broad interpretation of "related claims" provision.
- *Mercado v. Nat'l Union Fire Ins. Co. of Pittsburgh*, 215 So. 3d 67 (Fla. 3d DCA 2016). Denial of petition for writ of prohibition alleging lack of subject-matter jurisdiction.
- *Windhaven Managers, Inc. v. Chartis Specialty Ins. Co.*, No. 8:14-cv-01808, 2014 WL 6674609 (M.D. Fla. Nov. 24, 2014). Obtained an order of dismissal with prejudice in favor of professional liability insurer in a coverage dispute in Southern District of Florida. The policyholder, an automobile insurer, sought coverage for a bad faith suit brought by one of its insureds. The coverage

dispute involved whether a civil remedy notice of insurer violation constituted a bad faith claim in the context of a claims-made policy. The court found that the civil remedy notice — and not the later-filed bad faith suit — constituted the “claim first made” under the policy. Because this claim was first made before the policy period, the court found no coverage and dismissed the policyholder’s complaint with prejudice.

- *Treece v. JPMorgan Chase Bank, N.A.*, No. 1:14-cv-22602, 2014 WL 7661506 (S.D. Fla. Oct. 31, 2014). Obtained an order of dismissal with prejudice in favor of lender-placed insurance provider. The plaintiff alleged that the lender-placed insurer had been unjustly enriched by its receipt of the premium for lender-placed insurance. The court held that the plaintiff’s unjust enrichment claim against the insurer was legally deficient in light of the two written contracts governing the dispute — the mortgage and the insurance policy. Accordingly, the court dismissed the sole count levied against the insurer client.
- *Foley v. Wells Fargo Bank, N.A.*, No. 0:11-cv-62314, 2012 WL 4829124 (S.D. Fla. Sept. 28, 2012). Obtained verdict in favor of loan servicer in action brought under the Truth in Lending Act, 15 U.S.C. § 1641(g). The court found that the transfer of an assignment of mortgage to the servicer from Mortgage Electronic Registration Systems Inc. (MERS) did not constitute a transfer of the “debt” and thus did not trigger any obligations under § 1641(g).

All Insights

07.11.2019	Court Finds No Coverage for False Claims Act Suit
05.17.2019	Destination Arbitration: Court Holds Service-Of-Suit Clause Does Not Conflict With Policy’s Arbitration Requirement
02.25.2019	Court Finds No Coverage for \$42 Million False Claims Act Suit Due To Late Reporting
11.30.2018	Related Decisions: Three Recent Cases Emphasize Breadth of “Related Wrongful Acts”
07.06.2018	Defining ‘Logical Connection’: NC Federal Court Tackles ‘Related Claims’
11.03.2017	Ninth Circuit Confirms Privacy Exclusion Bars TCPA Claims
07.28.2017	“Arising” tide for insurers: 11th Circuit takes expansive view of Prior Acts Exclusion
03.31.2017	Blowing the Whistle on Willful Misconduct: California Court holds that False Claims Act Suits Are Uninsurable Due to Public Policy
01.24.2017	Federal Court Holds California Insurance Code Bars Duty to Defend Against False Claims Act Violations

- 06.12.2016 Court Finds that False Claims Act Suit Alleges Uninsurable “Willful Acts”

- 10.01.2015 Court Finds Statutory PIP Demand is "Related Claim" to Later-Filed Class Action Suits

- 01.12.2013 Fundamentals of Construction Law

Professional & Community Involvement

- The Florida Bar
- Co-Chair, Southeast Chapter of Future Professional Liability Underwriting Society (PLUS)

Pro Bono

Obtained six-figure judgment under Civil Rights Act in favor of pro bono client alleging excessive force by a former police officer. The former police officer moved for summary judgment and argued that plaintiff's claims were barred by the doctrine of *Heck v. Humphrey*. The court denied the motion and, following the subsequent withdrawal of the officer's attorney, entered judgment in favor of the pro bono client. *Robert Taylor v. David Wright*, No. 11-14401 (Southern District of Florida).

Credentials

EDUCATION

- Georgetown University Law Center (J.D., 2010)
- University of Florida (B.S., *cum laude*, 2007)

COURT ADMISSIONS

- U.S. District Court, Middle District of Florida
- U.S. District Court, Southern District of Florida
- Florida State Courts

BAR ADMISSIONS

- Florida

Background

- Intern to the Honorable Cecilia M. Altonaga, U.S. District Court, Southern District of Florida, Miami (Summer 2008)

Areas of Focus

PRACTICES

- Cyber Insurance Coverage Disputes
- Life, Annuity, and Retirement Litigation

- Property & Casualty Insurance
- Telephone Consumer Protection Act