

Joseph V. Manzo

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About Joseph

Joseph represents insurance companies in coverage litigation in state and federal courts, focusing on first-party coverage and bad faith matters as well as handling third-party coverage claims. Joseph also assists clients with drafting of coverage endorsements and, when disputes arise, developing effective litigation strategies.

Areas of Focus

Industries: Insurance; Insurance Regulatory & Compliance; Reinsurance

Services: Insurance Coverage Litigation & Counseling

Experience

- Obtained dismissal of a bad faith claim based on Fla. Stat. 624.1551, which the court found bars bad faith following an appraisal and applies even where policy and loss predated the statute. *Isaacson v. QBE Specialty Ins. Co.*, 2024 U.S. Dis. LEXIS 191418 (M.D. Fla. Oct. 22, 2024).
- Obtained affirmation of summary judgment on an endorsement expanding standard flood exclusion to plumbing leaks in a commercial policy. *Chabad of Key Biscayne, Inc. v. Scottsdale Ins. Co.*, 631 F. Supp. 3d 1250 (S.D. Fla. Sept. 22, 2022), affirmed on appeal, 2023 U.S. App. LEXIS 17166 (11th Cir. July 7, 2023).
- Obtained mandated summary judgment regarding application of a broad water exclusion in a homeowner's policy. *Beaubrun v. GeoVera Specialty Ins. Co.*, 386 So. 3d 983 (Fla. 3d DCA 2023) and *GeoVera Specialty Ins. Co. v. Glasser*, 337 So. 3d 8 (Fla. 4th DCA 2022).

- Applied a 72-hour notice requirement in granting summary judgment on breach of conditions. *Borrego v. GeoVera Specialty Ins. Co.*, 2023 U.S. Dist. LEXIS 241577 (M.D. Fla. (Dec. 20, 2023).
- Won judgment in insurer's favor after prevailing on objections to a magistrate's ruling and obtaining itemization after the court compelled appraisal at the insured's request, then obtaining summary judgment on the coverage issue preserved via the itemized award. *Karsel Holdings LLC v. Scottsdale Ins. Co.*, 2023 U.S. Dist. LEXIS 8637 (S.D. Fla. Jan. 17, 2023).
- Obtained summary judgment on a late-reported Hurricane Irma claim. The court held, with an extensive written opinion, that the insured's late notice prejudiced Hinshaw's insurance company client and barred coverage.
- Obtained summary judgment on a Hurricane Irma roof claim, and an order granting fee entitlement pursuant to a proposal for settlement. The court held that the insured failed to meet her burden to show covered roof damage or that interior damage fell within an exception to a water damage exclusion.
- Prevailed in defending against a petition to compel appraisal of a commercial property claim. The insured served a civil remedy notice (CRN), sought approximately \$400,000 in benefits plus fees, and sought to compel appraisal to recover more and trigger fees and a bad faith claim. The policy covered business personal property and betterments and improvements but not the building. In an examination under oath (EUO), the representative failed to identify which betterments and improvements the insured had install and which property belonged to it and not the landowner. As a result, the court ruled that the insured breached conditions precedent to appraisal and could not compel appraisal.
- Obtained summary judgment, and dismissal of an appeal, on a tornado claim. The court held that late notice prejudiced the insurer, barring coverage.
- Obtained summary judgment against a purported assignee EMS company on the grounds that it lacked a valid assignment (no mortgagee consent) and the policy excluded the water damage claimed and mitigation of it.
- Reversal on appeal by District Court of Appeal of the State of Florida Fourth District in a case involving water damage caused by a "sudden bursting of a water pipe within the wall of the guest bathroom." The appellate court held the trial court erred in finding coverage because an endorsement in the all-risk policy excluded coverage.
- Successfully defended an insurance company against a breach of contract lawsuit by a community center that suffered non-weather water damage from a broken pipe. Hinshaw demonstrated that the policy did not cover non-weather water damage, and the lower court and the US Court of Appeals for the Eleventh Circuit upheld the insurer's denial of the claim.

Recognition

- *Florida Trend*, Florida's Legal Elite, 2021

Credentials

Education

University of Florida Levin College of Law, JD, 2007

University of Florida, BS, 2004

Bar Admissions

Florida

Texas

Court Admissions

US District Court for the Middle District of Florida

US District Court for the Northern District of Florida

US District Court for the Southern District of Florida

Interests

Did you know...

Joseph enjoys travel and college football.

Community/Civic Activities

- Jubilee Cross Recipient, Archdiocese of Miami 2023
- Gesu Catholic Church, Lector

Thought Leadership

In The News

- Joseph Manzo Discusses Tort Reforms Proposed by Florida Governor Ron DeSantis, Feb 22, 2023

Press Release

- Hinshaw Announces Election of Eight New Partners, Jul 1, 2019