

Carolyn A. Pacheco

Shareholder

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As a member of the Professional Liability Department, Carolyn 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.

Carolyn 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, Carolyn 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.

Carolyn 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, Carolyn 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. Carolyn 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, Carolyn enjoys exploring Central Florida.

Education

Practices

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

- Stetson University College of Law (J.D., 2015)
- University of Central Florida (B.S., 2008)

Admissions

- Florida, 2015
- U.S. District Court Middle District of Florida, 2019
- U.S. District Court Southern District of Florida, 2019

Languages

- Spanish (Fluent)

Honors & Awards

- The Best Lawyers: Ones to Watch®, Insurance Law (2021-2026)

Associations & Memberships

- Orange County Bar Association
- National Creditors Bar Association

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

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. In a written motion, Carolin and Danielle argued that the plaintiff cannot rebut the presumption of prejudice because, at the time the insurance carrier investigated the loss, there was no actual damage to the property. The court agreed and granted summary judgment in favor of our client.

Thought Leadership

March 1, 2026

Florida's Fifth District Reaffirms Appellate Consensus on Assignment of Benefits Contract Requirements

December 1, 2025

Fourth District Court Held Trial and Appellate Courts May Not Reweigh Evidence on Judgment Notwithstanding the Verdict, Reversing Decision

September 1, 2025

Assignment of Benefits Deemed Invalid Where 'Estimate' Contained Bundled Costs Instead of Itemized Per-Unit Breakdown

June 1, 2025

Florida Law Changes Roofing Contracts in Effort to Better Inform Consumers - CS/CS/HB 715

March 1, 2025

Fourth District Court of Appeals Rules in Favor of Homeowners, Citing Trial Court Calendaring Error.

December 1, 2024

The Sixth District Court of Appeals rules in favor of the insurance carrier, finding that ensuing water damage is not covered under the insurance carrier's policy language.

September 1, 2024

Thirtieth Circuit Court granted insurer's motion for judgment on the pleadings for failure to comply with § 627.7152, Florida Statutes (2022) and dismissed the case with prejudice due to the incurable defect of the assignment agreement.

August 1, 2024

Because a party cannot create causes of action not set forth in Florida Rules of Court, motion to compel appraisal denied because no Florida court has jurisdiction over petition to select an appraiser and policy cannot confer that jurisdiction.

July 1, 2024

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.

June 1, 2024

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.

May 1, 2024

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.

February 22, 2024

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

May 8, 2023

Florida's 4th District Court of Appeal Decides Insurer's Presuit Notice Requirement Is Procedural in Nature and Applies Retroactively

November 1, 2021

'Dodge v. People's Trust Insurance' and Its Effect on Coverage of Cast Iron Pipes Claims

September 1, 2021

Enforceability of Conditions Precedent and the Effect of Edwards v. SafePoint Ins. Co.