



PBCJA PRESIDENT'S MESSAGE

July 2018 – Sean C. Domnick, President

As Palm Beach County Justice Association (PBCJA) members, we are entrusted with paving the way for the next generation of trial lawyers who inherit the role of guardians of our civil justice system. As a leader, it is my responsibility to ensure the organization is relevant, valued and financially accessible for young lawyers, so they too can defend the constitutionally guaranteed right to trial by jury. We have one of the best local trial bars in the country, but we have more work to do to ensure our programs cater to the diverse needs of all our members, not just those who are established in their careers.



I owe so much to those who took the time to show me the way. I remember as a young lawyer not understanding what the real purpose of jury selection was and having Gerry Spence tell me to talk to the jury about what frightened me about my case (But if too much frightened me, then I needed to reconsider that case). If you look at the Closing Arguments of so many lawyers of my generation, you will see that they derive from the Closing Arguments of Chris Searcy. It is these little moments of experience being passed down from one generation to the next that ensure that each generation of trial lawyers is prepared to handle the awesome responsibility to represent the victims of injustice.

A few weeks ago, I received the greatest reward of my professional career, the W. McKinley Smiley from Young Lawyers Section of the Florida Justice Association. The award acknowledges mentors, and it is an accolade I will forever cherish. I had the privilege (and it really is a privilege) to learn from some of the greatest legal legends of our generation. I have always strived to emulate those role models and give generously of my time and knowledge. There is a strength and confidence that comes from knowing that others are invested and rooting for your success, and I believe firmly that it is our duty and our responsibility to encourage and educate the next generation.

As President of PBCJA, I believe we need to develop new paradigms, so young lawyers can succeed. We have incredible young talent and a legal lineage to marvel at, so we are doing a tremendous disservice to ourselves and the future of our practice, if we did not

harness the experience of these great trial lawyers and institutionalize it into the fabric of our organization.

We have started that process this year, with our newly installed Young Lawyers Board of Directors. Through this leadership body, we will be able to identify voids in the practice and create strategic solutions to empower our newest members.

We also launched for the first time this year, Facebook Live videos. These short, free Facebook streaming videos allow lawyers to learn from some of our most influential local legal minds, LIVE from their offices. The short 10-15 minute programs are always during the lunch hour and end with a Q&A, so attorneys have an opportunity to get answers from some of the best legal minds in our community.

At our PBCJA leadership retreat this summer, the importance of mentorship weighed heavily into our discussions, so in the upcoming months we will be developing a new program and welcoming feedback from the membership. I believe a mentorship program will also be vital to strengthening our membership by encouraging younger attorneys to join our ranks.

If you have ideas or want to volunteer to become a mentor, please contact our Executive Director Sydnee Newman, or reach out to me directly. I look forward to working with each of you to ensure our organization is strong for the future guardians of our civil justice system.

Thank you for giving me this opportunity to serve you.

Sean C. Domnick



Young Lawyers Corner

– Jason Fagnano, Domnick Cunningham & Whalen

Our first official PBCJA Young Lawyers Section event was a huge success! In conjunction with the PBCBA Young Lawyers Section, on April 26th we held a wonderful happy hour and networking event at Ruth's Chris in City Place. Attendance far surpassed our own goals and expectations. What a great way to kick off our newly minted Young Lawyers Section.

In addition to the fun we had at our happy hour our Board has been working diligently holding monthly meetings to brainstorm how we can accomplish the goals and purpose we have sought out. Recently we created the official bylaws for the YLS Board of Directors. These bylaws will help govern us and the future boards of directors.

We are now turning our focus to holding a charitable event around Thanksgiving time. We would like to make use of our resources and time to give back to the community and those

in need of help. The details of this event should be available soon, and we strongly encourage all to participate any way you can.

The PBCJA Young Lawyers Section Board of Directors is here to serve our organization. If any PBCJA members have any comments, concerns, or suggestions please do not hesitate to contact myself or any other board member.

Thank you all for your commitment to our organization!

Medicaid Recovery Is Limited To “The Past”



BY SPENCER T. KUVIN

Law Offices of Craig Goldenfarb

On July 5, 2018, the Florida Supreme Court in a rare unanimous decision, resolved the conflict which existed between the First and Second District Courts of appeal regarding the application of Fla. Stat. §409.910(11)(f) as it pertains to the recovery of past medical bills from Medicaid recipients. The plaintiff in *Giraldo, et.al. v. Agency for Healthcare Administration*, SC17-297 (July 5, 2018),

was severely injured in an all-terrain vehicle accident. Florida Medicaid had paid \$322,222.27 for the plaintiff's past medical expenses. Plaintiff then settled his tort action for \$1 million. Utilizing the formula set out in Fla. Stat. §409.910(11)(f), the Agency for Healthcare Administration (AHCA) claimed it was owed \$321,720.16, nearly all of what it had paid. AHCA's position was based on subsection (f) which provides that "after attorney's fees and taxable costs **one half of the** recovery shall be paid to the agency up to the total amount of medical" bills paid by Medicaid. *Id.* (emphasis added). Adding insult to injury, the statute also provides that the attorney's fees must be calculated at 25%. Fla. Stat. §409.910(11)(f)3. Plaintiff requested a final administrative hearing pursuant to statute and presented unrebutted expert testimony. In contrast to statute, Plaintiff's counsel relied on *Arkansas Dep't of Health & Human Servs. v. Ahlborn*, 547 U.S. 268 (2006) and argued that only a small portion, \$13,881.79, of the settlement was for past medical bills, and supported this argument with unrebutted expert testimony. This argument was based on the percentage which was arguably attributable to past medical bills in the settlement amount. The Administrative law judge denied plaintiff's petition, and the First District upheld this decision. In a much-needed victory for injured client's, the Supreme Court reversed the First District and has now held that AHCA can only recover from the past medical bill portion of any tort recovery.

Medicaid is a joint federal-state program which provides coverage to patients who cannot otherwise afford medical care. *Ahlborn*, 547 U.S. at 275. The U.S. Supreme Court in

Albhorn was the first step toward fair and equitable distribution of tort settlements and paved the way for the decision in *Giraldo*. In *Albhorn*, the Supreme Court held that the State's Medicaid department will be limited to reimbursement from only that portion of a settlement that represents payments for "medical expenses." *Id.* *Albhorn* interpreted the State of Arkansas Medicaid statute, but plaintiffs attorneys have been arguing that it would apply equally to other similar state statutes. Relying on the building blocks of *Albhorn*, the Florida Supreme Court, strictly read the Medicaid Act which discusses "health care items or services." 42 U.S.C. §1396a(a)(25)(H)(2012). These items are discussed as "services already furnished." *Giraldo* at 6. The Florida Supreme Court held that this interpretation was consistent with *Albhorn* and the Second District's decision in *Willoughby v. Agency for Health Care Administration*, 212 So. 3d 516 (Fla. 2nd DCA 2017).

The significance of this decision cannot be understated whenever plaintiff's counsel represents a victim who has received payments through Florida's Medicaid system. For example, the plaintiff in *Giraldo* was able to reduce a \$322,222 lien down to just over \$13,000. This is a \$300,000 savings to an injured client. To assist in the resolution of these liens, while not dispositive or binding on Medicaid, when discussing settlement, it would be helpful if the parties agreed in the settlement documents that:

1. The settlement does not fully reimburse plaintiff for their injuries;
2. The settlement is compensating plaintiff for non-economic, as well as economic damages.

It would also likely prove helpful later if in the closing documents, the parties agree to an exact percentage for both category 1 and 2. For example, it may act as prima facie evidence regarding the percentage reduction of recovery if Defendant and their counsel agree that the settlement represents only a small percentage of the total potential recovery at trial (e.g. 10-20%). If accurate, this would then initially reduce any Medicaid recovery by 80-90%. This would then be reduced further if the parties agree that only 20-30% of this recovery is allocated for past medical bills. These percentages are not binding, but will certainly help with future discussions in attempts to resolve these liens prior to hearing

Whatever the parties agree to must withhold the scrutiny of further review, and it would be subject to cross examination at any subsequent administrative hearing. Therefore, counsel is well advised to pick realistic numbers and have adequate support in the record for those agreed reductions. Finally, there are attorneys that specialize in handling Medicaid reduction hearings in Tallahassee and this field is very specialized. As a result, it recommended that personal injury counsel seeks advice from a specialist in this area for significant requests for reduction.



NEGOTIATING THE ULTIMATE SETTLEMENT, part 2

BY CHUCK MANCUSO *UPCHURCH WATSON WHITE AND MAX*

As I once heard a renowned attorney say, “Give me the damages and the coverage, I’ll come up with the liability.”

It’s true. Without liability the other two components don’t matter as much. Of those three main components, liability is often the first one either resolved or identified as a highly disputed issue. Unfortunately, early defense conclusions on the liability issue can follow their evaluation of the claim throughout its history.

Catastrophic injuries are of the most importance to obtain an early and clear conclusion on liability. When issues of comparative negligence are involved, and in particular the alcohol defense under Florida Statute 768.36, liability swings of 10-20% can be devastating, that 10-20% swing can not only result in a substantial monetary reduction but as a complete bar to any recovery at all.

You can’t begin to paint the liability picture until you collect all the paint. Whether it’s you, your staff, or retained experts, time is of the essence. That’s the beauty of being on the claimants’ side of the table. You usually have first shot at collecting information.

WITNESSES

There is no viable reason why the claimant’s team should not at least speak to every possible liability witness within days of learning their identity. Positive initial informal communication should be followed up with memorialization. Witness affidavits and other written statements are often reviewed with a grain of salt. They tend to be viewed as a claimant attorney prepared document shoved in front of a witness for a signature. The memorialization with the greatest weight is a verbal statement, sworn or unsworn, later transcribed as a written document. Arguments of coercion, intimidation and undue influence are subsequently mitigated.

Witness statements are beneficial on two fronts. From the practical standpoint, they get you information and more knowledge regarding liability. From a negotiation standpoint, witness statements raise your status as a negotiator, even when you can affirmatively state you contacted prospective witnesses A, B and C and they confirmed they had no definitive knowledge of the accident. If it is known that you have flipped over every rock and explored

every avenue your reputation is elevated. Claims are paid based on exposure; exposure is based on risk and poorly prepared inadequate attorneys certainly lower the risk.

THE SCENE

We all know scene photos are incredibly valuable. Aside from catastrophic automobile accidents scene photos are rarely taken by the police department. If any physical scene attributes are relayed to you by your clients then photos should be obtained ASAP. Basic information can disappear in hours or days. Debris fields, tire marks, fluid deposits, construction barriers, and hedges can disappear. If there is substantial physical property damage at the scene Google Earth will provide you with a nice “before” photograph.

Your collection of scene photos will also allow you to physically examine the accident area itself. Ground zero of the accident should be established and a detailed 360 review of all unobstructed stationary establishments noted. A quick walk around to those establishments will allow you to inquire about internal and external surveillance cameras that may have captured the accident.

Information is your stock in trade when it comes to negotiations. The more information you have and the better you grasp the concepts of the information the greater your arguments will be, and they will be made from a position of strength. Part three of the series will review liability support.

Future Economic Damages & the “Reasonably Certain” Standard of Proof



BY: MICHAEL W. SHIVER, JR. Steinger, Iscoe & Greene

SCENARIO: You are taking the trial deposition of your client’s treating physician. After establishing causation and permanency within a reasonable degree of medical probability, you ask the doctor if your client will require future medical care. The doctor replies “probably.”

QUESTION: Do you have futures? Or does the doctor need to give a firmer opinion?

As attorneys representing injured persons, we are all familiar with the standard we must meet in order for a jury to find causation and permanency. In this hypothetical, the standard

is met when the doctor testified that the permanent injury was caused “within a reasonable degree of medical probability.” See e.g. *Wald v. Grainger*, 64 So. 3d 1201, 1205 (Fla. 2011).

On the question of future medical care – or indeed, any form of future economic damage – the standard is more difficult to pin down. Florida Standard Jury Instruction 501.1 provides that, in addition to awarding economic damages sufficient to fully compensate a plaintiff for past losses, the jury should award “any damages that [the plaintiff] is *reasonably certain* to incur or experience in the future.” (*Emphasis added.*)

So, what does reasonably certain mean? And when can a trial lawyer be *absolutely* certain that a witness has put enough into the record to avoid a directed verdict? (This is especially critical in more streamlined cases, where a single medical professional may be carrying the entire burden of proof.)

Since 1993, the Fourth District has followed the decision in *White v. Westlund*, 624 So.2d 1148 (4th DCA 1993). The appellant in *White* sought reversal of a verdict awarding future medical expenses, based in part on the fact that the plaintiff’s testifying physician did not expressly opine that future treatment was “reasonably necessary.” In answering the question of how much certainty was sufficient, the court stated:

[W]hatever qualification is placed on the opinion by the expert (i.e., surgery is possible or likely) goes to the weight of the opinion, and not its admissibility. Therefore, we agree that a medical expert may testify that future medical procedures are “possible” or “likely,” and need not phrase an opinion in terms of such surgery or treatment being “reasonably necessary.” [Internal citation omitted.] Consistent with instructions 6.1(a) and 6.2(c), whether the plaintiff has satisfied his burden of proving that such future operative procedures are reasonably necessary is an issue for the jury to decide so long as there is competent evidence upon which the issue may be submitted to the jury. *Id.* at 1151.

Accordingly, a physician could testify using any manner of phrases to describe his or her level of confidence as to future medical care, and need not be limited to the “magic words” of “reasonably certain” or “certain within a reasonable degree of medical probability/certainty.” While asking if *all* medical opinions met the “reasonable degree of medical probability/certainty” standard remained an ingrained habit of the personal injury bar – and certainly ensured that the testimony would substantially clear the much lower “reasonable certainty” bar – it seems that this was not required, strictly speaking.

More recent opinions have receded from *White* somewhat. For example, the 2nd District Court of Appeals ruled in *GEICO Indem. Co. v. DeGrandchamp* that it was insufficient for a physician to merely opine that a plaintiff would “possibly need,” or that there was a “good chance of” a future surgery. See 102 So. 3d 685, 687 (Fla. 2d DCA 2012). While an attorney representing injured persons can expect the defense bar to rely upon the (somewhat confusing) opinion in *DeGrandchamp*, it should be carefully noted in both brief and argument that the 2nd District only went so far as to say that testimony of “possible” future

treatment was insufficient, and appear to endorse the evidentiary sufficiency of a “probable” future surgery. *See id.*

It is also worth noting that the same “reasonable certainty” standard applies both to the need for future medical care and the amount of damages awarded. While a full examination of the threshold showing needed to allow a particular amount of future damages would exceed the space available, suffice to say that the same permissive “reasonably certain” standard can be used to underpin a jury award of future medical expenses. However, this does not obviate the need to provide the jury with *some* guidance as to the amount of anticipated future losses. *See e.g. Truelove v. Blount*, 954 So. 2d 1284, 1287 (Fla. 2d DCA 2007) (“There must be ‘evidence in the record from which the jury could, with reasonable certainty, determine the amount of medical expense [the plaintiff] would be likely to incur in the future.’”), *citing DeAlmeida v. Graham*, 524 So.2d 666, 668 (Fla. 4th DCA 1987).

The bottom line is this: while the standard for submitting the question of need for and amount of future economic damages to the jury remains low, the prudent attorney would do well to offer testimony “within a reasonable certainty” and beyond, to avoid any possible appellate review of their hard-fought and hard-won verdict.



HOW TO PROTECT YOUR LIEN RIGHTS UNDER FLORIDA'S CONSTRUCTION LIEN LAW BEFORE YOU KNOW YOU'LL NEED THEM

BY ANDREW D. WYMAN SAAVEDRA | GOODWIN

In Florida, mechanic's liens available to subcontractors and material suppliers provide powerful tools to secure payment for services performed on, and materials provided to, construction projects. However, navigating Florida Statute Chapter 713, known as Florida's Construction Lien Law, can be extremely difficult. The Construction Lien Law has been described by Florida courts as “an outstanding example of inept legislative endeavor” and an “ill-conceived, confusing, patchwork” of rules and requirements. Despite the confusion, anyone desiring to claim a lien on an Owner's property must strictly comply with these rules or suffer the consequences for failing to do so.

For subcontractors and material providers, strict compliance with the Construction Lien Law can prove especially difficult or complicated because those parties generally lack “privity” with the owner of the property (meaning they do not have a direct contract with the owner of the property). The Construction Lien Law requires potential lienors who are not in privity with the Owner to take additional steps to notify the Owner of their involvement in the project before any lien rights can exist or be enforced, by serving the Owner and General Contractor with a “Notice to Owner”. It is essential for most subcontractors and material providers, except those in privity with the Owner, to comply with this Notice to Owner requirement in order to perfect their construction lien rights. The Construction Lien Law Section 713.06(2)(c) provides the form that the Notice to Owner should take.

Most importantly, a Notice to Owner must be served timely or it will be of no effect and all lien rights will be lost. A Notice to Owner is generally considered to be timely when it is served (a) before commencing to supply services or materials, or (b) after commencing to supply service or materials, but before one of the following events occurs: (i) 45 days elapse from the first furnishing of services or materials, or (ii) the general contractor presents the Owner with a final affidavit and the Owner disperses the final payment. When specially fabricated materials are involved, the time period to serve the Notice to Owner begins to run from the date the fabrication of the materials commences, rather than the first delivery.

So as you can see, the Notice to Owner is required to be served at a time when, generally, a subcontractor or material supplier does not know or expect that a lien could become necessary or desired. Therefore, it is always best for a subcontractor or material provider who is not in privity with the Owner to serve a Notice to Owner on the Owner and general contractor of the project in a timely fashion in order to preserve future lien rights on a project. The Notice to Owner, by itself, does not act as a lien or encumber an Owner’s property. It is merely the first, but a critical step in the lien process for most subcontractors and material providers.

There are a few exceptions when a Notice to Owner is not required, including (i) when the lienor is in direct privity with the Owner, (ii) on federal jobs, or (iii) when the lienor does underground work for a subdivision. However, these circumstances occur infrequently and need to be evaluated on a case-by-case basis. The best practice is for a subcontractor or material provider to always serve a Notice to Owner when they are not in privity with the Owner.

A failure to abide by these hard and fast deadlines will result in a waiver of lien rights, severe loss of leverage later and may easily prevent a subcontractor or material supplier from getting paid. Knowledge of these laws is critical, and every circumstance is different, so be sure to consult with an attorney who is familiar with Florida's Construction Lien Law.

DO YOU HAVE IT ON VIDEO?



*BY DAN DOSKEY, Director of Video Services
LEGAL GRAPHICWORKS*

Have you noticed the absolute explosion of video content online? “Viral” videos, Facebook Live, Instatory, YouTube, Netflix, Hulu, Amazon. You’d be hard-pressed to find a successful company that isn’t trying to leverage this medium right now.

With that said – are you? Is your firm? Whatever your answer is, there can be no doubt about this: the last 10 years has seen explosive growth in the use and importance of video evidence.

In populated areas, the silent, unblinking eyes of video cameras are literally everywhere. The combination of premises surveillance, traffic cameras, dash cams, body cams, web cams and cell phones might have you thinking that George Orwell wasn’t wrong about the future; he was just off about **how** we might be monitored.

If you had access to all the pieces of the video puzzle, you could probably assemble a complete catalog of a person’s waking hours, possibly from several different camera angles! The result is that more and more- the citizenry not only wonders **if** an event is captured on video, they **expect** it to be available for review!

So... do you have it on video? Being able to answer this question and recognizing this societal shift is crucial to the future of your practice. This is not an overstatement. Consider these questions:

- How many of you are interested in a slip and fall case that’s not captured on video?
- Do you trust a CME will be conducted fairly, or would you rather have it on video?
- What’s the **only** way to ensure deposition testimony can be seen and heard beyond the meeting room?

Multiple studies have proven what kindergarten teachers have known for decades – show and tell works! People not only retain visual stories better than the spoken word – they trust what they see before their eyes. And video technology is bringing more information before more eyes than at any time in human history.

Of course, that’s all irrelevant if you don’t have it on video, and this informative evidence is generally not preserved forever. What does that mean to you? Start thinking “do we have it on video?” right from case intake. Consider all the possible

sources of video evidence. Take a car accident case for example. If there's a witness listed on the accident report, is it possible they have the crash recorded on a dash cam? Even in a fairly serious crash, that's not something law enforcement may be interested in, but you should be! A witness may be reluctant to testify, yet happily turn over that footage. Likewise, are there any businesses nearby that have cameras aimed at the roadway? Can you access municipal cameras and get video of the incident that way? It's important to know that time is very much of the essence when it comes to surveillance footage. The systems that capture this video record over older events to make room for new ones, generally at pre-determined intervals. So what's there today may not be there tomorrow!

Next, turn your attention to your clients or potential clients. It's hard to imagine a more powerful "before" witness than a video of someone enjoying life, playing a sport or otherwise being active, especially if you can contrast that with video showing the aftermath of their injury. While they may not have the video themselves, encourage them to check with friends and relatives. Was there a videographer at cousin Johnny's wedding last year when you were dancing so, um, expressively? Opening their minds to the possible sources of video can make a huge difference in discovering what's truly out there. Encourage them to have a significant other record their struggles, and please, for me and all the other editors in the universe – remind them that TVs are mounted horizontally so their phones should be too!

Finally, when it comes to resolving the case – whether it's pre-suit or taking it all the way to trial, consider how you might put your best foot forward. Can a letter possibly convey how your client is suffering? Is a paper transcript or report going to tell the whole story of your experts' strengths and the defense witness' weaknesses?

It all points to one truth: the days of video as a novelty or luxury are over. The adjuster, your opposition, the mediator, the jury and judge are your audience, and they're waiting to see what you've got. Do you have it on video?



OBTAINING SUBSTITUTE SERVICE ON A DEFENDANT

BY S. GREGORY MCCLOSKEY *ADELMAN & ADELMAN*

We've all been there before; suffered through the headaches of trying to effectuate personal service when the Defendant is an out-of-state resident, cannot be located to serve or is evading your process server. Thankfully, Florida Statute §48.161 allows you to obtain substitute service of process on the Defendant through the Florida Secretary of State, rather than wasting time and money trying to personally serve the Defendant themselves.

I. Defendant IS NOT a Florida resident

When the defendant is an out-of-state resident who causes a car crash in Florida, which given the vast number of tourists and snowbirds that the State of Florida attracts every year this is a highly likely possibility, you need to state in the Complaint that the defendant is an out-of-state resident and that substitute service through the Secretary of State under §48.161 is appropriate.

For example:

- At all times material hereto, the Defendant, PAUL MANAFORT, was a resident of the City of Warsaw, County of Richmond, State of Virginia.
- As a non-resident of the State of Florida at the time of the subject crash, substituted service of process on the Defendant, PAUL MANAFORT, is appropriate by serving the Florida Secretary of State pursuant to Florida Statute 48.161(1).

For the summons, make it directed to the following:

Paul Manafort by serving the Florida Secretary of State

Service of Process pursuant to F.S. §48.161

P.O. Box 6327

Tallahassee, FL 32314

Once you get the stamped Summons back from the Clerk, you need to:

1. Send via certified mail to the Secretary of State: 2 copies of the Summons, 2 copies of the Complaint, a copy of Florida Statute §48.161, and a check for \$8.75 made payable to "Secretary of State."

2. The Secretary of State will send a letter stating they have accepted substitute service on behalf of the defendant(s).
3. Once you receive that letter, a Notice of Substitute Service should be filed with the Court, and a copy of the Notice and everything sent to the Secretary of State should be sent via certified mail to the Defendant. When you get the signed return receipt back showing the defendant accepted this package, you need to file a copy of the green card with the Clerk.
4. Last, file an "Affidavit of Compliance in Support of Substitute Service" stating you complied with all the requirements of Florida Statute §48.161.

II. Defendant IS a Florida resident

The second type of scenario that Florida Statute §48.161 allows substitute service is where the Defendant is evading service or otherwise cannot be found. When this happens, follow these steps:

1. Have your process server prepare a "Verified Return of Non-Service" and write in detail what steps they took to serve the Defendant and why they believe the Defendant is evading service or cannot be found. File that with the Court.
2. File a Motion to Amend the Complaint alleging the facts of the Verified Return of Non-Service. If there is no other Defendant, or if no Answer or responsive pleading has been filed yet, just send an Order to the Court. If not, see if you can get the other parties to approve an Agreed Order being entered. If they won't agree, notice the Motion for UMC and the Judge will grant the Motion to Amend.
3. Once the Amended Complaint has been filed, follow all the steps as if the Defendant was an out-of-state resident.

Now, all the requirements of Florida Statute §48.161 listed above must be twenty (20) days from the date that the Secretary of State receives it. However, §48.161(1) also allows for the process to be completed "within such time as the court allows", so it definitely would not hurt to file a Motion for Extension of Time to comply with the process, and get an order granting the Motion before you send the package to the Secretary of State for approval of substitute service. Otherwise the defense will be able to move to quash the service, and then you're stuck having to do all the above again to perfect service.

I've had to deal with any and all variations of trying to effectuate substitute service on a Defendant and learned through trial and error along the way, so I hope this serves as a useful manual for the next time this happens, and it will, to you.

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