

# The Alabama Jury Verdict Reporter

The Most Current and Complete Summary of Alabama Jury Verdicts

July, 2006

Statewide Jury Verdict Coverage - Published Monthly

6 A.J.V.R. 7

*Unbiased and Independently Researched Jury Verdict Results*

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\* \* \*The Book is on Sale into July of 2006 \* \* \*

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**Fraud - The owner of the “Fantasy Lounge” thought his business was covered under two insurance policies; when he was sued following a shooting incident at the lounge, he learned his insurance policies had previously been canceled without his knowledge**

*Presley v. Eason, et al.*, 02-189.80

Plaintiff: J. Chris Cochran, *Pittman*

*Hooks Dutton Kirby & Hellums,*

Birmingham; and Nicholas Heath

Wooten, *Wooten Law Firm*, LaFayette

Defense: Ann McMahan, James P.

Rea, and Kay S. Kelly, *Dominick*

*Fletcher Yeilding Wood & Lloyd,*

Birmingham

Verdict: \$1,600,000 for plaintiff

Circuit: **Chambers**, 3-1-06

Judge: Ray D. Martin

In 1990, Roger Presley, age 38, began operating a business in Chambers County called the “Fantasy Lounge.” In order to protect the business, Presley purchased two insurance policies

through a brokerage agency called Burns & Wilcox, located in Birmingham.

One of the policies was a liquor liability policy, while the other was a commercial general liability policy. The monthly premiums were to be \$154, and the payments were to be made to a company called First Insurance, a premium financing company.

For unknown reasons, First Insurance did not receive the premium payment that was due on 11-27-99. Under the terms of the contract, the company was entitled to cancel the policies if it did not receive the payment by 12-7-99. That date came and went with no payment in sight. Accordingly, First Insurance sent Burns & Wilcox a notice of cancellation.

A month later, on 1-7-00, First Insurance received the premium payment and a late fee. In response the company issued reinstatement requests