UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF FLORIDA

State Farm Mutual Automobile Insurance Company v. Enrique Del Campo and David J. Nepo

State Farm Mutual Automobile Insurance Co. v. Del Campo, No. 25-cv-22303-BLOOM/Elfenbein (S.D. Fla. Apr. 13, 2026) · No. 25-cv-22303-BLOOM/Elfenbein · Decided April 14, 2026

SUMMARY

The United States District Court for the Southern District of Florida addresses State Farm’s motion for summary judgment in a declaratory-judgment action concerning its duties to defend and indemnify David J. Nepo under an automobile insurance policy. The court concludes that the underlying complaint alleges a potentially covered negligence claim involving an accident and declares that State Farm must defend Nepo. The court declines to resolve the duty to indemnify as premature and administratively closes the case pending resolution of the underlying action.

CASE DETAILS

COURT	United States District Court for the Southern District of Florida
WRITING FOR THE COURT	Beth Bloom
JURISDICTION	United States District Court for the Southern District of Florida
DECIDED	April 14, 2026
DOCKET	25-cv-22303-BLOOM/Elfenbein
DISPOSITION	other
PROCEDURAL POSTURE	State Farm sought declaratory relief concerning its duties to defend and indemnify David J. Nepo under an automobile insurance policy. State Farm moved for summary judgment, arguing that the underlying complaint alleged no covered accident and that the policy's intentional-acts exclusion applied.
STANDARD OF REVIEW	Summary judgment is proper when there is no genuine dispute of material fact and the movant is entitled to judgment as a matter of law. Under Florida's eight-corners rule, the duty to defend is determined by comparing the allegations of the underlying complaint with the policy's coverage, resolving doubts in favor of the insured. The court may not weigh conflicting evidence or make credibility determinations.

PRECEDENTIAL VALUE	unpublished, nonprecedential federal district-court order

TOPICS

duty to defend · declaratory relief insurance · insurance coverage · summary judgment · duty to indemnify

PRACTICE AREAS

insurance coverage · declaratory judgment · civil procedure

QUESTIONS PRESENTED

1. Whether the allegations in Del Campo's amended complaint alleged a covered accident sufficient to trigger State Farm's duty to defend under the automobile policy.
2. Whether the court could rely on video evidence and disputed factual assertions outside the underlying complaint to determine the duty to defend.
3. Whether State Farm's duty to indemnify could be decided before final judgment, settlement, or other final resolution of the underlying action.

HOLDINGS

1. The amended complaint alleged a viable negligence claim asserting that the vehicle's movement and resulting injuries were not purposeful. Because those allegations potentially fell within the policy's coverage for bodily injury caused by an accident, State Farm was obligated to defend Nepo in the entire underlying action.
2. The court could not decide State Farm's duty to indemnify because that duty depends on a final judgment, settlement, or other final resolution of the underlying claims, none of which had occurred.
3. The court declined to use the disputed video evidence to determine that no duty to defend existed because the duty-to-defend inquiry is ordinarily confined to the policy and the underlying complaint, and the video did not conclusively resolve whether the vehicle was placed in park before moving.

KEY QUOTATIONS

> *“To determine whether an act was an accident or intentional, the Court must look to the specific facts pled in the amended complaint.”*

> *“For the foregoing reasons, the Court finds that State Farm has a duty to defend in the amended complaint since Del Campo has asserted a viable negligence claim.”*

> *“Moreover, the Eleventh Circuit has established that "if the complaint alleges covered and non-covered claims, the insurer's duty to defend is triggered and obligates the insurer to defend the entire suit."”*

FACTUAL BACKGROUND

On March 22, 2023, David J. Nepo confronted Enrique Del Campo near a condominium exit after Del Campo struck the window of Nepo's wife's vehicle. The parties disputed the details of the confrontation, including whether Nepo threatened Del Campo and whether Nepo's vehicle was placed in park before moving forward and striking Del Campo's leg; both agreed Nepo kicked Del Campo in the chest. Del Campo's amended state-court complaint alleged intentional threatening and kicking conduct, but also alleged that Nepo negligently stopped his vehicle close to Del Campo and that the vehicle's subsequent movement was not purposeful. State Farm's policy covered bodily injury caused by an accident involving a covered vehicle and excluded injuries intentionally caused by an insured.

PROCEDURAL HISTORY

Enrique Del Campo sued David J. Nepo in Florida state court for injuries allegedly arising from an encounter involving Nepo's vehicle. State Farm then filed this federal declaratory-judgment action and moved for summary judgment. The district court denied the motion, declared that State Farm owed Nepo a duty to defend the underlying action, declined to decide the duty to indemnify because the underlying action had not reached final resolution, and administratively closed the federal case.

DISPOSITION

other

CASES CITED

- Miccosukee Tribe of Indians of Fla. v. United States, 516 F.3d 1235, 1243 (11th Cir. 2008)
- Anderson v. Liberty Lobby, Inc., 477 U.S. 242, 247-48, 252, 255 (1986)
- Lewis v. City of Union City, Ga., 934 F.3d 1169, 1179 (11th Cir. 2019)
- Feliciano v. City of Mia. Beach, 707 F.3d 1244, 1252 (11th Cir. 2013)
- Bannum, Inc. v. City of Fort Lauderdale, 901 F.2d 989, 996 (11th Cir. 1990)
- Skop v. City of Atlanta, Ga., 485 F.3d 1130, 1140 (11th Cir. 2007)
- Celotex Corp. v. Catrett, 477 U.S. 317, 322-23 (1986)
- Shiver v. Chertoff, 549 F.3d 1342, 1343 (11th Cir. 2008)
- Reese v. Herbert, 527 F.3d 1253, 1268-69, 1272 (11th Cir. 2008)
- United States v. One Piece of Real Prop. Located at 5800 S.W. 74th Ave., Mia., Fla., 363 F.3d 1099, 1103 n.6 (11th Cir. 2004)
- Warrior Tombigbee Transp. Co., Inc. v. M/V Nan Fung, 695 F.2d 1294, 1296 (11th Cir. 1983)
- Carlin Commc'n, Inc. v. S. Bell Tel. & Tel. Co., 802 F.2d 1352, 1356 (11th Cir. 1986)
- Hairston v. Gainesville Sun Publ'g Co., 9 F.3d 913, 919 (11th Cir. 1993)
- Mize v. Jefferson City Bd. of Educ., 93 F.3d 739, 742 (11th Cir. 1996)
- Strickland v. Norfolk S. Ry. Co., 692 F.3d 1151, 1154 (11th Cir. 2012)
- Ramirez v. Nicholas, No. 13-60820-CIV, 2013 WL 5596114, at *4 (S.D. Fla. Oct. 11, 2013)
- State Farm Fire & Cas. Co. v. Steinberg, 393 F.3d 1226, 1230 (11th Cir. 2004)
- Amerisure Ins. Co. v. Gold Coast Marine Distrib., Inc., 771 So. 2d 579, 580-81 (Fla. 4th DCA 2000)
- Kopelowitz v. Home Ins. Co., 977 F. Supp. 1179, 1185 (S.D. Fla. 1997)

- Smith v. Gen. Accident Ins. Co. of Am., 641 So. 2d 123, 123 (Fla. 4th DCA 1994)
- St. Paul Fire & Marine Ins. Co. v. Icard, 196 So. 2d 219 (Fla. 2d DCA 1967)
- Diamond State Ins. Co. v. ...
- Lawyers Title Ins. Corp. v. JDC (America) Corp., 52 F.3d 1575, 1580 (11th Cir. 1995)
- Feldman v. Imperium Ins. Co., No. 8:14-cv-1637-T-30EAJ, 2015 WL 5854153, at *7 (M.D. Fla. Oct. 5, 2015)
- Tropical Park, Inc. v. U.S. Fid. & Guaranty Co., 357 So. 2d 253, 256 (Fla. 3d DCA 1978)
- McCreary v. Fla. Residential Prop. & Cas. Joint Underwriting Assoc., 758 So. 2d 692, 695 (Fla. 4th DCA 2000)
- Hartford Fire Ins. Co. v. Spreen, 343 So. 2d 649, 650-51 (Fla. 3d DCA 1977)
- Gulf Life Ins. Co. v. Nash, 97 So. 2d 4 (Fla. 1957)
- Grange Mut. Cas. Co. v. Thomas, 301 So. 2d 158 (Fla. 2d DCA 1974)
- Phoenix Ins. Co. v. Helton, 298 So. 2d 177 (Fla. 1st DCA 1974)
- Cloud v. Shelby Mut. Ins. Co., 248 So. 2d 217 (Fla. 3d DCA 1971)
- Harvey v. St. Paul Western Ins. Cos., 166 So. 2d 822 (Fla. 3d DCA 1964)
- State Farm Fire & Cas. Co. v. CTC Dev. Corp., 720 So. 2d 1072, 1076 (Fla. 1998)
- Addison Ins. Co. v. 4000 Island Boulevard Condo. Assoc. Inc., 721 F. App'x 847, 854 (11th Cir. 2017)
- Mid-Continent Cas. Co. v. Royal Crane, LLC, 169 So. 3d 174, 182 (Fla. 4th DCA 2015)
- Mt. Hawley Ins. Co. v. H&M Builders, LLC, 711 F. Supp. 3d 1373, 1379 (S.D. Fla. 2024)
- Stephens v. Mid-Continent Cas. Co., 749 F.3d 1318, 1323 (11th Cir. 2014)
- Nateman v. Hartford Cas. Ins. Co., 544 So. 2d 1026 (Fla. 3d DCA 1989)
- Higgins v. State Farm Fire & Cas. Co., 894 So. 2d 5, 10 n.2 (Fla. 2004)
- Morton v. Kirkwood, 707 F.3d 1276, 1284 (11th Cir. 2013)
- Shaw v. City of Selma, 241 F. Supp. 3d 1253, 1267 n.10 (S.D. Ala. 2017)
- Landis v. Allstate Ins. Co., 546 So. 2d 1051, 1053 (Fla. 1989)
- Travelers Indem. Co. of Ill. v. Royal Oak Enters., Inc., 429 F. Supp. 2d 1265, 1272 (M.D. Fla. 2004), aff'd, 171 F. App'x 831 (11th Cir. 2006)
- Trizec Prop., Inc. v. Biltmore Constr. Co., 767 F.2d 810, 811 (11th Cir. 1985)
- J.B.D. Const., Inc. v. Mid-Continent Cas. Co., 571 F. App'x 918, 927 (11th Cir. 2014)