

[DO NOT PUBLISH]

IN THE UNITED STATES COURT OF APPEALS
FOR THE ELEVENTH CIRCUIT

No. 12-15291

D.C. Docket No. 3:10-cv-00762-TJC-MCR

CAMICO MUTUAL INSURANCE COMPANY,
a California Mutual Insurance Corporation,

Plaintiff - Appellee,

versus

ABRAHAM ROGOZINSKI,
MAJORIE ROGOZINSKI,
CHAIM ROGOZINSKI,
JEANIE ROGOZINSKI,
SAM ROGOZINSKI,
RANDI ROGOZINSKI,

Defendants - Appellants,

PRESSER, LAHNEN & EDELMAN, P.A.,

Defendant.

Appeal from the United States District Court
for the Middle District of Florida

(September 23, 2013)

Before BARKETT, MARCUS, and HILL, Circuit Judges.

PER CURIAM:

Appellants, the Rogozinski brothers—Abraham, Chaim, and Sam—all contributed to medical inventions which were patented and then licensed to medical manufacturers. The proceeds from these ventures were erroneously classified in their federal income tax returns by their tax accountant, the Presser firm, as ordinary income instead of capital gains. The Rogozinskis sued the Presser firm alleging negligence in the preparation of their tax returns from 1989 through 2006 and claiming damages due to their overpayment of income taxes. Presser sought coverage from Appellee Camico Mutual Insurance Company under Presser’s professional liability insurance policy with Camico. When the Rogozinskis and the Presser firm settled their case, the only outstanding question was whether Camico was obligated to pay the per claim policy limit of \$1,000,000 to the Rogozinskis or whether the Rogozinskis’s damage claim constituted two or more separate claims, thereby triggering the policy’s \$2,000,000 aggregate limit. In the declaratory judgment action filed by Camico, the district court agreed with

Camico that under the definitions in the policy the Rogozinskis's claim must be viewed as only one claim limited to the \$1,000,000 cap in coverage.

Having considered the briefs and oral argument of the parties, we agree with the district court that the express language of the policy makes it clear that the Rogozinskis's claim is one claim not the two or more separate claims contemplated by the language of the Camico policy.

AFFIRMED.