

IN THE CIRCUIT COURT OF THE  
SEVENTEENTH JUDICIAL CIRCUIT IN AND  
FOR BROWARD COUNTY, FLORIDA

CASE NO.: CACE-19-024811

GEYER FUXA TYLER, PLLC,  
TIKAL REAL ESTATE HOLDING I, LLC,  
TIKAL REAL ESTATE HOLDING II, LLC, and  
531 WHITEHEAD STREET, LLC,

Petitioners,

vs.

ZEVULONI & ASSOCIATES, INC, and  
CITIZENS PROPERTY INSURANCE CORPORATION,

Respondents.

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**AMENDED PETITION FOR DECLARATORY RELIEF**

Petitioners, GEYER FUXA TYLER, PLLC (“GFT”), TIKAL REAL ESTATE HOLDING I, LLC (“Tikal I”), TIKAL REAL ESTATE HOLDING II, LLC (“Tikal II”) and 531 WHITEHEAD STREET, LLC (“Whitehead”) (collectively “Petitioners”) through the undersigned attorneys, bring this action against the Respondents, ZEVULONI & ASSOCIATES, INC. (“Zevuloni”) and CITIZENS PROPERTY INSURANCE CORPORATION (“Citizens”) (collectively, “Respondents”), and allege the following:

**GENERAL ALLEGATIONS, JURISDICTION, AND VENUE**

1. This is an action for declaratory relief brought pursuant to Fla. Stat. § 86.011.
2. At all material times relevant to this Petition, GFT has been and is a law firm operating in Broward County, FL, and is otherwise *sui juris*.

3. Petitioner Tikal I has been and is the owner of real and personal property in the State of Florida at 129 Duval Street, Key West, FL 33040, has been and is now a Florida corporation that is authorized to engage in business with Florida citizens and is otherwise *sui juris*.

4. Petitioner Tikal II has been and is the owner of real and personal property in the State of Florida at 910 Duval Street, Key West, FL 33040, has been and is now a Florida corporation that is authorized to engage in business with Florida citizens and is otherwise *sui juris*.

5. Petitioner Whitehead has been and is the owner of real and personal property in the State of Florida at 529 Whitehead Street, Key West, FL 33040, has been and is now a Florida corporation that is authorized to engage in business with Florida citizens and is otherwise *sui juris*.

6. Respondent Zevuloni has been and is now a Florida corporation and public adjuster that regularly conducts business in Broward County, FL, and is otherwise *sui juris*.

7. Respondent Citizens has been and is now a Florida corporation and insurance company that regularly conducts business in Broward County, FL, and is otherwise *sui juris*.

8. Respondent Zevuloni was retained by certain insurance customers (Tikal I, Tikal II and Whitehead) of Respondent Citizens. Zevuloni was retained to adjust insurance claims on behalf of the customers, and the contract for representation was memorialized in composite Exhibit A.

9. At some point in each of the adjustments of the claims, these certain insurance customers (Tikal I, Tikal II and Whitehead) also retained GFT for legal representation.

10. GFT filed suit against Citizens on behalf of each customer.

11. Under each suit, each customer was entitled to have Citizens pay each customer's attorneys' fees and costs pursuant to Fla. Stat. § 627.428 if they prevailed.

12. Each of the respective cases were settled with Citizens, who agreed to make payments to cover the benefits owed to each customer, as well as, “all associated interest, costs and attorney’s fees, whether such claims or demands are based in statute, tort, contract, extra-contractual theories, or any other theories in law or equity.” The settlement Releases are attached hereto as composite Exhibit B.

13. GFT negotiated each of these settlements between the customers and Citizens, accounting separately for (a) benefits to be paid, and (b) attorneys’ fees and costs to be paid. Attorneys’ fees were calculated based on the attorneys’ actual time incurred on the cases at the agreed upon hourly rate, plus actual costs incurred, and not as a percentage of the total settlement. The settlement statements as approved by each client are attached hereto as composite Exhibit C.

14. Citizens, nevertheless, demanded that the settlement checks include all potential payees on every check, to wit, the insured (Tikal I, Tikal II and Whitehead), public adjuster (Zevuloni), and law firm (GFT), regardless of how GFT structured the settlement with the customer.

15. Normally, this would be no problem as all parties would comply with the terms of the settlement as structured and dictated by the customer.

16. Unfortunately, in three particular instances, the public adjuster, Zevuloni, has claimed that by being included on a settlement check, it is entitled to take a percentage of those funds, regardless of whether the funds were negotiated as a payment for insurance benefits or attorneys’ fees.

17. Zevuloni has refused to endorse said checks without some form of “guarantee” that it will receive a percentage of the amounts negotiated and paid for attorneys’ fees and costs. Further,

Zevuloni has refused to endorse and allow GFT to hold disputed funds in trust while distributing undisputed funds. Copies of the checks at issue are attached hereto as composite Exhibit D.

### **COUNT I – DECLARATORY RELIEF**

18. Petitioners re-allege and incorporate by reference Paragraphs 1 through 17 as if fully set forth herein and further state:

19. This is a cause of action for declaratory relief brought pursuant to Fla. Stat. § 86.011.

20. Rule 4-5.4 of the Rules Regulating the Florida Bar prohibits attorneys from sharing legal fees with a non-lawyer. In this case, the non-lawyer is the public adjuster Zevuloni, and none of the exceptions to the Rule apply.

21. Zevuloni's attempt to re-classify negotiated attorneys' fees and costs as insurance benefits, for which it is permitted to charge a contingency fee percentage on, has given rise to doubts about the rights and obligations of the parties under the settlement agreement between the clients (Tikal I, Tikal II and Whitehead) and Citizens. As a result, Petitioners remain quite interested in the rights and obligations under the settlement agreement.

22. Among other bona fide disputes between the parties, Petitioners seek a declaration from this Court that Zevuloni lacks standing to challenge the terms of the settlement agreement between the clients (Tikal I, Tikal II and Whitehead) and Citizens, since it is not a party to that agreement.

23. Petitioners seek a determination that the settlement agreement contemplates a payment by Citizens to cover attorneys' fees and costs, and that Respondent Zevuloni is not entitled to charge a percentage on that attorneys' fee, nor is Petitioner permitted to give part of that attorneys' fee to Zevuloni under the Rules Regulating the Florida Bar.

24. Petitioners seek a determination that Zevuloni must endorse the checks and permit distribution of undisputed funds, while Petitioners hold the disputed funds in trust.

25. Petitioners' rights and obligations under the settlement agreements are dependent upon the proper construction and application of the settlement agreements to the facts.

26. Respondent Zevuloni's refusal to endorse checks until it receives some form of "guarantee" that it will be paid a percentage of the attorneys' fees paid by Citizens demonstrates an actual, present, adverse, and antagonistic interest in the Petitioners' claimed rights to those attorneys' fees.

27. Petitioners are entitled to have this Honorable Court remove all doubts raised by Respondents concerning the settlements. Declaration of these rights will address and resolve the dispute between Petitioners and Respondents over money paid to cover attorneys' fees and costs.

28. As a result of this dispute, it has become necessary that Petitioners incur legal fees and costs. Petitioners hereby put Respondents on notice of intent to recover said legal fees and costs from the Respondents.

**WHEREFORE**, Petitioners, GEYER FUXA TYLER, PLLC, TIKAL REAL ESTATE HOLDING I, LLC, TIKAL REAL ESTATE HOLDING II, LLC and 531 WHITEHEAD STREET, LLC respectfully request this Court to:

- A. Take jurisdiction of the subject matter and parties thereto;
- B. Order full disclosure of all documents and allow full and liberal discovery of all facts that may lead to admissible evidence relevant to the determination herein, including but not limited to, production of Citizens documents regarding settlement payments and all non-privileged information in the possession of the Respondents that would shed light on the issues involved herein;
- C. Determine applicable law, including the provisions of Florida Statutes that apply to the settlement agreements;

- D. Declare each settlement agreement provision not in conformity with Florida law be amended and reformed to comply with Florida law;
- E. Declare that any ambiguities in the statute, rules, or settlement agreements, be construed in favor of Petitioner;
- F. Declare Respondent Zevuloni has no standing to challenge the settlement agreement between Citizens and its insureds (Tikal I, Tikal II and Whitehead);
- G. Declare that Citizens' settlement agreements contemplate an amount being paid for attorneys' fees and costs;
- H. Declare that Respondent Zevuloni is not entitled to charge a fee for amounts paid to cover the insureds' attorneys' fees and costs;
- I. Declare that GFT is not allowed to share part of the attorneys' fees negotiated to the non-lawyer, Zevuloni;
- J. Declare that Respondent Zevuloni must endorse all checks paid by Citizens, or in the alternative, that Citizens must re-issue checks without listing Zevuloni as a payee, on amounts negotiated for attorneys' fees and costs;
- K. Declare that the Petitioners are entitled to a claim for attorneys' fees and costs against Respondents, and to determine the amount of such fees and costs to be paid to the Petitioners; and
- L. Determine and declare any other material matters pertaining to the respective rights and responsibilities under the settlement agreements, as needed to do complete justice in this case.

#### **DEMAND FOR JURY TRIAL**

Petitioners, GEYER FUXA TYLER, PLLC, TIKAL REAL ESTATE HOLDING I, LLC, TIKAL REAL ESTATE HOLDING II, LLC and 531 WHITEHEAD STREET, LLC demand a trial by jury on all issues so triable.

#### **CERTIFICATE OF SERVICE**

WE HEREBY CERTIFY that pursuant to Florida Rule of Judicial Administration 2.516, a true and correct copy of the foregoing document was served via the Florida E-filing Portal on April 29, 2020 to Kevin H. Fabrikant, Esq., Fabrikant & Associates, PLLC, The Centre at Stirling &

Palm, 9900 Stirling Road, Suite 300, Hollywood, FL 33024; [kevinf@lawfh.com](mailto:kevinf@lawfh.com); [roxanag@lawfh.com](mailto:roxanag@lawfh.com) and [khflawoffice@lawfh.com](mailto:khflawoffice@lawfh.com); Evan A. Zuckerman, Esq., Vernis & Bowling of Broward, P.A., 5821 Hollywood Blvd., Hollywood, FL 33021; [ezuckerman@florida-law.com](mailto:ezuckerman@florida-law.com); [pwinkler@florida-law.com](mailto:pwinkler@florida-law.com); [cbober@florida-law.com](mailto:cbober@florida-law.com) and [blyons@florida-law.com](mailto:blyons@florida-law.com).

**GEYER FUXA TYLER**

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*Attorneys for Petitioners*

*/s/ Jeremy F. Tyler*

**Jeremy F. Tyler, Esq.**

Florida Bar No.: 77115

**W. Wyndham Geyer, Jr., Esq.**

Florida Bar No.: 330418

**Andrew Fuxa, Esq.**

Florida Bar No.: 94241



# ZEVULONI & ASSOCIATES, INC.

3-B

Public Adjuster Contract

Representing the Policy Holder

Insured: TIKAL REAL ESTATE HOLDING I LLC Barbara Webb 305-3949814  
 Insurer: CITIZENS Policy #: 00021426-4  
 Claim #: 001-00-153929 Date of Loss: 09/10/2017  
 Description: HURRICANE IRMA  
 Loss Location: 129 DUVAL SRTEET KEY WEST FL. 33040  
 Type of Claim (Emergency, Non-Emergency, or Supplemental): EMERGENCY

1. This Agreement is entered between the Client and Zevuloni & Associates, Inc.
2. The President of Zevuloni & Associates, Inc. is Joseph Zevuloni, whose license number is P001357.
3. Client hereby retains Zevuloni & Associates, Inc. to be its Public Adjuster with regard to the above-mentioned claim, and agrees to pay and hereby ASSIGNS to Zevuloni & Associates, Inc. 10% of the RCV (Recoverable Cost Value) gross recovery of insurance proceeds.
4. "Insurance proceeds" includes proceeds resulting from any settlement or award, including by a court or by a jury, on a claim of bad faith or punitive damages arising out of the conduct of the Insurer in connection with the above mentioned claim. "Insurance proceeds" includes salvage value.
5. If in the event the Insurer issues insurance proceeds to the Client, which are subsequently returned for any reason whatsoever, including but not limited to wrongful acts, then the Client shall remain responsible for paying Zevuloni & Associates, Inc. its fee.
6. The Client hereby authorizes and requests the Insurer to list Zevuloni & Associates, Inc. as a payee in addition to the other parties on all checks or drafts issued by the Insurer. In the event that Insurer fails to include Zevuloni & Associates, Inc. on the check, the Client hereby grants Zevuloni & Associates, Inc. a lien on recovered proceeds received by the Client to the extent of the fee due to Zevuloni & Associates, Inc. pursuant to this Agreement.
7. Payment for Zevuloni & Associates, Inc. services shall be due upon the receipt of insurance proceeds by Client.
8. Each late payment by client is subject to the maximum late payment charge allowed by applicable law. In addition to late payment charges, Client must pay interest per month at the maximum interest rate allowed by applicable. Client must pay any damages, expenses, collection costs, and reasonable attorney fees that Zevuloni & Associates, Inc. incurs in connection with Client's failure to make any required payments, including attorney fees, costs and interest through appeal and collection.
9. Client may cancel this Agreement without penalty or obligation within the revocation period of 5 business days after the date on which the contract is executed or within 5 business days after the date on which the Client has notified the Insurer of the claim, by phone or in writing, whichever is later. Notice of cancellation must be submitted in writing and sent by certified mail, return receipt requested, or other form of mailing that provides proof thereof, to our office address specified in the Agreement.
10. The Client is hereby advised of your right of counsel, and choice thereof, to represent you, and that such choice is to be made solely by you. Although Zevuloni & Associates, Inc. may use the advice of counsel in the performance of its business operations, there will be no attorney-client relationship with you.
11. The Client is responsible for paying its own attorneys fees and other legal expenses incurred in connection with the above mentioned claim.
12. Client understands that it may be necessary to incur professional fees in order to properly adjust the claim(s). These fees may include a Professional Estimator, Professional Engineer, Insurance Claim Appraiser, Industrial Hygienist, etc. Client understands and agrees that no professional fee will be incurred without Client's authorization.
13. Client's endorsement on any insurance proceeds check will be deemed to be an agreement with the terms and conditions of any related settlement.
14. Pursuant to s. 817.234, Florida Statutes, any person who, with the intent to injure, defraud, or deceive an insurer or client, prepares, presents, or causes to be presented a proof of loss or estimate of cost or repair of damaged property in support of a claim under an insurance policy knowing that the proof of loss or estimate of claim or repairs contains false, incomplete, or misleading information concerning any fact or thing material to the claim commits a felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084, Florida statutes.
15. I, the Client, hereby testify that no other claim(s) have been filed in reference with the same peril and that no other legal representation is involved with this claim other than: \_\_\_\_\_ (State claims filed for this property in past five years)
16. In event of litigation arising out of this Agreement, venue for such action shall be in Broward County, Florida. Prevailing party shall be entitled to recover its court costs and reasonable attorney fees in all proceedings.
17. A computer or faxed signature shall be deemed the same as an original signature.

Zevuloni & Associates, Inc.  
 By: [Signature]  
 License #: P001357  
 Date: 10/2/17

Client: Barbara Webb  
 (Sign Here)  
 All Other  
 Named Clients: \_\_\_\_\_  
 Title: Home owner / Insured managing partner  
 Date: 10/2/17

# ZEVULONI & ASSOCIATES, INC.

Representing the Policy Holder

## Public Adjuster Contract

Insured: TIKAL REAL ESTATE HOLDING II LLC Barbara Webb  
 Insurer: CITIZENS Policy #: 00011618-4  
 Claim #: 001-00-153950 Date of Loss: 09/10/2017  
 Description: HURRICANE IRMA  
 Loss Location: 910 DUVAL STREET KEY WEST, FL. 33040  
 Type of Claim (Emergency, Non-Emergency, or Supplemental): EMERGENCY

1. This Agreement is entered between the Client and Zevuloni & Associates, Inc.
2. The President of Zevuloni & Associates, Inc. is Joseph Zevuloni, whose license number is P001357.
3. Client hereby retains Zevuloni & Associates, Inc. to be its Public Adjuster with regard to the above-mentioned claim, and agrees to pay and hereby ASSIGNS to Zevuloni & Associates, Inc. 10% of the RCV (Recoverable Cost Value) gross recovery of insurance proceeds.
4. "Insurance proceeds" includes proceeds resulting from any settlement or award, including by a court or by a jury, on a claim of bad faith or punitive damages arising out of the conduct of the Insurer in connection with the above mentioned claim. "Insurance proceeds" includes salvage value.
5. If in the event the Insurer issues insurance proceeds to the Client, which are subsequently returned for any reason whatsoever, including but not limited to wrongful acts, then the Client shall remain responsible for paying Zevuloni & Associates, Inc. its fee.
6. The Client hereby authorizes and requests the Insurer to list Zevuloni & Associates, Inc. as a payee in addition to the other parties on all checks or drafts issued by the Insurer. In the event that Insurer fails to include Zevuloni & Associates, Inc. on the check, the Client hereby grants Zevuloni & Associates, Inc. a lien on recovered proceeds received by the Client to the extent of the fee due to Zevuloni & Associates, Inc. pursuant to this Agreement.
7. Payment for Zevuloni & Associates, Inc. services shall be due upon the receipt of insurance proceeds by Client.
8. Each late payment by client is subject to the maximum late payment charge allowed by applicable law. In addition to late payment charges, Client must pay interest per month at the maximum interest rate allowed by applicable. Client must pay any damages, expenses, collection costs, and reasonable attorney fees that Zevuloni & Associates, Inc. incurs in connection with Client's failure to make any required payments, including attorney fees, costs and interest through appeal and collection.
9. Client may cancel this Agreement without penalty or obligation within the revocation period of 5 business days after the date on which the contract is executed or within 5 business days after the date on which the Client has notified the Insurer of the claim, by phone or in writing, whichever is later. Notice of cancellation must be submitted in writing and sent by certified mail, return receipt requested, or other form of mailing that provides proof thereof, to our office address specified in the Agreement.
10. The Client is hereby advised of your right of counsel, and choice thereof, to represent you, and that such choice is to be made solely by you. Although Zevuloni & Associates, Inc. may use the advice of counsel in the performance of its business operations, there will be no attorney-client relationship with you.
11. The Client is responsible for paying its own attorneys fees and other legal expenses incurred in connection with the above mentioned claim.
12. Client understands that it may be necessary to incur professional fees in order to properly adjust the claim(s). These fees may include a Professional Estimator, Professional Engineer, Insurance Claim Appraiser, Industrial Hygienist, etc. Client understands and agrees that no professional fee will be incurred without Client's authorization.
13. Client's endorsement on any insurance proceeds check will be deemed to be an agreement with the terms and conditions of any related settlement.
14. Pursuant to s. 817.234, Florida Statutes, any person who, with the intent to injure, defraud, or deceive an insurer or client, prepares, presents, or causes to be presented a proof of loss or estimate of cost or repair of damaged property in support of a claim under an insurance policy knowing that the proof of loss or estimate of claim or repairs contains false, incomplete, or misleading information concerning any fact or thing material to the claim commits a felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084, Florida statutes.
15. I, the Client, hereby testify that no other claim(s) have been filed in reference with the same peril and that no other legal representation is involved with this claim other than: \_\_\_\_\_ (State claims filed for this property in past five years)
16. In event of litigation arising out of this Agreement, venue for such action shall be in Broward County, Florida. Prevailing party shall be entitled to recover its court costs and reasonable attorney fees in all proceedings.
17. A computer or faxed signature shall be deemed the same as an original signature.

Zevuloni & Associates, Inc.  
 By: [Signature]  
 License #: P001357  
 Date: 10/2/17

Client: Barbara Webb  
 (Sign Here)  
 All Other  
 Named Clients: \_\_\_\_\_  
 Title: Home owner / Insured Managing Partner  
 Date: 10/2/17



# ZEVULONI & ASSOCIATES, INC.

Representing the Policy Holder

## Public Adjuster Contract

Insured: 531 WHITEHEAD STREET LLC.

Insurer: CITIZEN Policy #: 01531606

Claim #: 00100142525 Date of Loss: 09/10/17

Description HURRICANE IRMA

Loss Location: 529 WHITEHEAD STREET KEY WEST, FL

Type of Claim (Emergency, Non-Emergency, or Supplemental): EMERGENCY

1. This Agreement is entered between the Client and Zevuloni & Associates, Inc.
2. The President of Zevuloni & Associates, Inc. is Joseph Zevuloni, whose license number is P001357.
3. Client hereby retains Zevuloni & Associates, Inc. to be its Public Adjuster with regard to the above-mentioned claim, and agrees to pay and hereby ASSIGNS to Zevuloni & Associates, Inc. 10% of the RCV (Recoverable Cost Value) gross recovery of insurance proceeds.
4. "Insurance proceeds" includes proceeds resulting from any settlement or award, including by a court or by a jury, on a claim of bad faith or punitive damages arising out of the conduct of the Insurer in connection with the above mentioned claim. "Insurance proceeds" includes salvage value.
5. If in the event the Insurer issues insurance proceeds to the Client, which are subsequently returned for any reason whatsoever, including but not limited to wrongful acts, then the Client shall remain responsible for paying Zevuloni & Associates, Inc. its fee.
6. The Client hereby authorizes and requests the Insurer to list Zevuloni & Associates, Inc. as a payee in addition to the other parties on all checks or drafts issued by the Insurer. In the event that Insurer fails to include Zevuloni & Associates, Inc. on the check, the Client hereby grants Zevuloni & Associates, Inc. a lien on recovered proceeds received by the Client to the extent of the fee due to Zevuloni & Associates, Inc. pursuant to this Agreement.
7. Payment for Zevuloni & Associates, Inc. services shall be due upon the receipt of insurance proceeds by Client.
8. Each late payment by client is subject to the maximum late payment charge allowed by applicable law. In addition to late payment charges, Client must pay interest per month at the maximum interest rate allowed by applicable. Client must pay any damages, expenses, collection costs, and reasonable attorney fees that Zevuloni & Associates, Inc. incurs in connection with Client's failure to make any required payments, including attorney fees, costs and interest through appeal and collection.
9. Client may cancel this Agreement without penalty or obligation within the revocation period of 5 business days after the date on which the contract is executed or within 5 business days after the date on which the Client has notified the Insurer of the claim, by phone or in writing, whichever is later. Notice of cancellation must be submitted in writing and sent by certified mail, return receipt requested, or other form of mailing that provides proof thereof, to our office address specified in the Agreement.
10. The Client is hereby advised of your right of counsel, and choice thereof, to represent you, and that such choice is to be made solely by you. Although Zevuloni & Associates, Inc. may use the advice of counsel in the performance of its business operations, there will be no attorney-client relationship with you.
11. The Client is responsible for paying its own attorneys fees and other legal expenses incurred in connection with the above mentioned claim.
12. Client understands that it may be necessary to incur professional fees in order to properly adjust the claim(s). These fees may include a Professional Estimator, Professional Engineer, Insurance Claim Appraiser, Industrial Hygienist, etc. Client understands and agrees that no professional fee will be incurred without Client's authorization.
13. Client's endorsement on any insurance proceeds check will be deemed to be an agreement with the terms and conditions of any related settlement.
14. Pursuant to s. 817.234, Florida Statutes, any person who, with the intent to injure, defraud, or deceive an insurer or client, prepares, presents, or causes to be presented a proof of loss or estimate of cost or repair of damaged property in support of a claim under an insurance policy knowing that the proof of loss or estimate of claim or repairs contains false, incomplete, or misleading information concerning any fact or thing material to the claim commits a felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084, Florida statutes.
15. I, the Client, hereby testify that no other claim(s) have been filed in reference with the same peril and that no other legal representation is involved with this claim other than: \_\_\_\_\_ (State claims filed for this property in past five years)
16. In event of litigation arising out of this Agreement, venue for such action shall be in Broward County, Florida. Prevailing party shall be entitled to recover its court costs and reasonable attorney fees in all proceedings.
17. A computer or faxed signature shall be deemed the same as an original signature.

Zevuloni & Associates, Inc.

By: \_\_\_\_\_

License #: P001357

Date: 10/3/17

Client: \_\_\_\_\_ (Sign Here)

All Other Named Clients: \_\_\_\_\_

Title: Home owner / Insured OWNER

Date: 10/3/17

**FULL AND FINAL RELEASE OF ALL CLAIMS**

WHEREAS, BARBARA WEBB, as authorized Representative of TIKAL REAL ESTATE HOLDING I, LLC acknowledges that it and CITIZENS PROPERTY INSURANCE CORPORATION (hereinafter "CITIZENS") collectively known as the "Parties" are in litigation over an insurance claim in the Circuit Court of the 16th Judicial Circuit in and for Monroe County, Florida, Case Number 18-CA-001088-K, styled TIKAL REAL ESTATE HOLDING I, LLC v. CITIZENS PROPERTY INSURANCE CORPORATION, arising out of and/or relating to loss, damage, or expense sustained or incurred as a result of a loss occurring on or about September 10, 2017 at the property located at 129 Duval Street, Key West FL 33040 and associated with Claim Number 001-00-153929 and Policy Number 00021426-4.

WHEREAS, TIKAL REAL ESTATE HOLDING I, LLC acknowledges that the Parties are desirous of resolving this controversy and settling all claims or demands presently pending in these Proceedings, or which may arise out of the subject insurance claim(s), claim handling or subject matter of these Proceedings, as well as all associated interest, costs and attorney's fees, whether such claims or demands are based in statute, tort, contract, extra-contractual theories, or any other theories in law or equity;

WHEREAS, TIKAL REAL ESTATE HOLDING I, LLC acknowledges that the Parties have negotiated and reached such a resolution and intend this Release to be a full and final release;

WHEREAS, TIKAL REAL ESTATE HOLDING I, LLC acknowledges that CITIZENS makes no admissions regarding the legal or factual merits of the underlying claim and/or the Proceedings and enters into this settlement only to avoid the risk and uncertainty associated with further litigation and to compromise and resolve their disputes by way of this Release.

TIKAL REAL ESTATE HOLDING I, LLC acknowledges that it has had the assistance and advice of counsel and is fully aware of and has been fully advised of the terms, conditions, and consequences of this Release;

NOW, THEREFORE, in consideration of the terms and conditions contained herein and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged TIKAL REAL ESTATE HOLDING I, LLC avers as follows:

1. The above-referenced recitals are true and correct and are incorporated herein;
2. TIKAL REAL ESTATE HOLDING I, LLC acknowledges that CITIZENS will pay the total sum of EIGHTY-FIVE THOUSAND DOLLARS AND NO CENTS (\$85,000.00) inclusive of any and all claims including but not limited interest, attorney fees, costs and multiplier and that payment will be issued to as follows:
  - a. CITIZENS PROPERTY INSURANCE CORPORATION will pay FIFTY-FOUR THOUSAND NINE HUNDRED DOLLARS AND ZERO CENTS (\$54,900.00) and that payment will be made to persons and/or entities as interests appear: TIKAL REAL ESTATE HOLDING I, LLC, ZEVULONI & ASSOCIATES, INC. and GEYER, FUXA, TYLER, PLLC.

- b. CITIZENS PROPERTY INSURANCE CORPORATION will pay SIX THOUSAND ONE HUNDRED DOLLARS AND ZERO CENTS (\$6,100.00) and that payment will be made to persons and/or entities as interests appear: TIKAL REAL ESTATE HOLDING I LLC, ZEVULONI & ASSOCIATES, INC. and GEYER, FUXA, TYLER, PLLC.
  - c. CITIZENS PROPERTY INSURANCE CORPORATION will pay TWENTY-FOUR THOUSAND DOLARS AND ZERO CENTS (\$24,000.00) and that payment will be made to persons and/or entities as interests appear: TIKAL REAL ESTATE HOLDING I, LLC, ZEVULONI & ASSOCIATES, INC. and GEYER, FUXA, TYLER, PLLC.
3. Payment of the above amounts is conditioned upon the execution of this Release. Payment will be due twenty (20) days from the date of the Release is properly executed by Plaintiff and provided to counsel for CITIZENS.
4. TIKAL REAL ESTATE HOLDING I, LLC acknowledges and agrees that this settlement is a compromise of a disputed claim and that the Release shall not be construed as or deemed to be evidence of an admission or concession of any fault, liability, or damage whatsoever by CITIZENS;
5. TIKAL REAL ESTATE HOLDING I, LLC further acknowledges that it had an opportunity to fully investigate the extent and scope of the issues and Proceedings and that this Release is intended to include all such damage and issues that were raised or could have been raised in the subject case.
6. Subject to paragraph 12 below, TIKAL REAL ESTATE HOLDING I, LLC hereby fully, completely, and forever releases and discharges CITIZENS, its respective stakeholders, directors, officers, agents, representatives, employees, related or affiliated companies, subsidiaries, beneficiaries, heirs, successors, assigns and executors of and from and against any and all past, present and future losses, liabilities, responsibilities, demands, obligations, actions, causes of actions, claims for bad faith, consequential damages, and any and others claims, rights, judgments, interest, damages, compensation of any kind, liens, public adjuster's fees, and claims whatsoever, in law or in equity, whether based in statute, tort, contract, extra-contractual theories, or any other theories in law or equity, whether known or unknown, whether discovered or undiscovered, whether fixed or contingent, which arise out of or relate to the claim and issues raised in the Proceedings inclusive of any claims for attorney fees and costs associated with the subject claim and exclusive of the services rendered by Emergency Restoration Services, Inc.
7. Subject to paragraph 12 below, TIKAL REAL ESTATE HOLDING I, LLC expressly covenants, promises, and agrees that it shall be and is hereby forever barred and permanently enjoined from now or hereinafter instituting, maintaining or asserting, either directly or indirectly, any and all claims, supplemental claims, causes of actions or damages because of, arising out of, relating to, or resulting from the Proceedings;

8. Within ten (10) business days of receipt of the settlement funds set forth herein TIKAL REAL ESTATE HOLDING I, LLC agrees to execute a Joint Stipulation of Dismissal with Prejudice of the Proceedings and file or allow the same to be filed with the Court;
9. TIKAL REAL ESTATE HOLDING I, LLC agrees to fully cooperate and execute any and all supplementary documents and to take all additional actions that may be necessary or appropriate to give full effect to the terms and intent of this Release;
10. TIKAL REAL ESTATE HOLDING I, LLC agrees that each of the provisions contained in this Release shall be construed as independent of any other provision of this Release. In the event any provision or a portion of a provision of this Release is found to be unenforceable, that portion of the provision shall be stricken and the remaining portion and provisions of the Release shall be enforceable;
11. TIKAL REAL ESTATE HOLDING I, LLC expressly recognizes that this Release results from a negotiation process in which each of the Parties was given the opportunity to consult with counsel and contribute to the drafting of the Release. No legal or other presumptions against the party drafting this Release concerning its construction, interpretation or otherwise shall therefore accrue to the benefit of either of the Parties and TIKAL REAL ESTATE HOLDING I, LLC expressly waive(s) the right to assert such a presumption in any proceedings or disputes connected with, arising out of, or involving this Release;
12. With the sole exception of Emergency Restoration Services, Inc., TIKAL REAL ESTATE HOLDING I, LLC represents, warrants, and certifies except as otherwise stated herein, no assignment of the claim(s), actions, causes of action, suits, damages, losses, judgments, executions, demands, liabilities, obligations, responsibilities, liens, expenses, costs and attorney's fees referenced in this Release has or will be made, and that TIKAL REAL ESTATE HOLDING I, LLC has the full and complete right and authority to execute this Release and related documents. Settlement is exclusive of any assignments of the claims, actions, causes of action, suits, damages, losses, judgments, executions, demands, liabilities, obligations, responsibilities, liens, expenses, costs and attorney's fees held by Emergency Restoration Services, Inc.
13. TIKAL REAL ESTATE HOLDING I, LLC further agrees to indemnify and hold CITIZENS and its heirs, executors, administrators, successors, insurers, assigns, employees, and representatives harmless from and against any and all claims, causes of action, demands, obligations, damages, costs and expenses, liens and damages or demands of whatever name and nature brought by any third party, more specifically, any liens, mechanic liens, attorney's liens, public adjuster liens, and claims by mortgage holders or lien holders arising out of events or Proceedings referenced herein, whether known or unknown, or benefits paid as a result of the events or Proceedings referenced herein, exclusive of the services rendered by Emergency Restoration Services, Inc.;

14. This Release contains the entire terms of the settlement between the Parties with respect to the matters set forth herein. There are no oral or written agreements, representations or inducements of any kind between the Parties with respect to the settlement that are not contained in this Release. This Release may only be altered or amended, in whole or in part, by a written instrument setting forth such changes as mutually agreed to by all of the Parties;
15. TIKAL REAL ESTATE HOLDING I, LLC agrees that a facsimile signature may substitute for and have the same legal effect as the original signature;
16. This Release shall be deemed fully executed on the date that TIKAL REAL ESTATE HOLDING I, LLC executes the Agreement;
17. TIKAL REAL ESTATE HOLDING I, LLC acknowledges the assistance of counsel in reading, understanding, and executing this Release, and that in agreeing to execute this Release, it is forever surrendering certain rights as reflected herein.
18. This Release shall be construed and interpreted in accordance with the laws of the State of Florida.

**I HAVE READ AND UNDERSTAND THIS FULL AND FINAL RELEASE**

BARBARA WEBB hereby specifically and affirmatively states that he/she is the MANAGING PARTNER of TIKAL REAL ESTATE HOLDING I, LLC and that he/she is properly authorized to act on behalf of TIKAL REAL ESTATE HOLDING I, LLC in all dealings concerning this case and Plaintiff's claim against the CITIZENS PROPERTY INSURANCE CORPORATION, that Plaintiff is desirous of effecting the Release of the claim and lawsuit against Defendant, and that Plaintiff has specifically and affirmatively authorized BARBARA WEBB to execute any and all documents necessary to effect the Release of the Claim and lawsuit against CITIZENS PROPERTY INSURANCE CORPORATION.

Barbara Webb  
SIGNATURE

Signed and dated this 11 day of July, 2019.

STATE OF FLORIDA )

COUNTY OF Monroe )

The foregoing instrument was acknowledged before me this 11 day of July, 2019, by Barbara Webb, who is personally known to me or who has produced FL. DL as identification.

[Signature]  
(Signature of Notary Public - State of Florida)



(Print, Type or Stamp Commissioned Name of Notary Public, Commission Number and Expiration Date of Commission.)

**FULL AND FINAL RELEASE OF ALL CLAIMS**

WHEREAS, BARBARA WEBB, as authorized Representative of TIKAL REAL ESTATE HOLDING II, LLC acknowledges that it and CITIZENS PROPERTY INSURANCE CORPORATION (hereinafter "CITIZENS") collectively known as the "Parties" are in litigation over an insurance claim in the Circuit Court of the 16th Judicial Circuit in and for Monroe County, Florida, Case Number 18-CA-001019-K, styled TIKAL REAL ESTATE HOLDING II, LLC. v. CITIZENS PROPERTY INSURANCE CORPORATION, arising out of and/or relating to loss, damage, or expense sustained or incurred as a result of a loss occurring on or about September 10, 2017 at the property located at 910 Duval Street, Key West FL 33040 and associated with Claim Number 001-00-153950 and Policy Number 00011618-4.

WHEREAS, TIKAL REAL ESTATE HOLDING II, LLC acknowledges that the Parties are desirous of resolving this controversy and settling all claims or demands presently pending in these Proceedings, or which may arise out of the subject insurance claim(s), claim handling or subject matter of these Proceedings, as well as all associated interest, costs and attorney's fees, whether such claims or demands are based in statute, tort, contract, extra-contractual theories, or any other theories in law or equity;

WHEREAS, TIKAL REAL ESTATE HOLDING II, LLC acknowledges that the Parties have negotiated and reached such a resolution and intend this Release to be a full and final release;

WHEREAS, TIKAL REAL ESTATE HOLDING II, LLC acknowledges that CITIZENS makes no admissions regarding the legal or factual merits of the underlying claim and/or the Proceedings and enters into this settlement only to avoid the risk and uncertainty associated with further litigation and to compromise and resolve their disputes by way of this Release.

TIKAL REAL ESTATE HOLDING II, LLC acknowledges that it has had the assistance and advice of counsel and is fully aware of and has been fully advised of the terms, conditions, and consequences of this Release;

NOW, THEREFORE, in consideration of the terms and conditions contained herein and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged TIKAL REAL ESTATE HOLDING II, LLC avers as follows:

1. The above-referenced recitals are true and correct and are incorporated herein;
2. TIKAL REAL ESTATE HOLDING II, LLC acknowledges that CITIZENS will pay the total sum of ONE HUNDRED TWENTY-FIVE THOUSAND DOLLARS AND NO CENTS (\$125,000.00) inclusive of any and all claims including but not limited interest, attorney fees, costs and multiplier and that payment will be issued to as follows:
  - a. CITIZENS PROPERTY INSURANCE CORPORATION will pay NINETY THOUSAND NINE HUNDRED DOLLARS AND ZERO CENTS (\$90,900.00) and that payment will be made to persons and/or entities as interests appear: TIKAL REAL ESTATE HOLDING II, LLC, ZEVULONI & ASSOCIATES, INC. and GEYER, FUXA, TYLER, PLLC.

- b. CITIZENS PROPERTY INSURANCE CORPORATION will pay TEN THOUSAND ONE HUNDRED DOLLARS AND ZERO CENTS (\$10,100.00) and that payment will be made to persons and/or entities as interests appear: TIKAL REAL ESTATE HOLDING II, LLC, ZEVULONI & ASSOCIATES, INC. and GEYER, FUXA, TYLER, PLLC.
  - c. CITIZENS PROPERTY INSURANCE CORPORATION will pay TWENTY-FOUR THOUSAND DOLLARS AND ZERO CENTS (\$24,000.00) and that payment will be made to persons and/or entities as interests appear: TIKAL REAL ESTATE HOLDING II, LLC, ZEVULONI & ASSOCIATES, INC. and GEYER, FUXA, TYLER, PLLC.
3. Payment of the above amounts is conditioned upon the execution of this Release. Payment will be due twenty (20) days from the date of the Release is properly executed by Plaintiff and provided to counsel for CITIZENS.
4. TIKAL REAL ESTATE HOLDING II, LLC acknowledges and agrees that this settlement is a compromise of a disputed claim and that the Release shall not be construed as or deemed to be evidence of an admission or concession of any fault, liability, or damage whatsoever by CITIZENS;
5. TIKAL REAL ESTATE HOLDING II, LLC further acknowledges that it had an opportunity to fully investigate the extent and scope of the issues and Proceedings and that this Release is intended to include all such damage and issues that were raised or could have been raised in the subject case.
6. Subject to Paragraph 12, TIKAL REAL ESTATE HOLDING II, LLC hereby fully, completely, and forever releases and discharges CITIZENS, its respective stakeholders, directors, officers, agents, representatives, employees, related or affiliated companies, subsidiaries, beneficiaries, heirs, successors, assigns and executors of and from and against any and all past, present and future losses, liabilities, responsibilities, demands, obligations, actions, causes of actions, claims for bad faith, consequential damages, and any and others claims, rights, judgments, interest, damages, compensation of any kind, liens, public adjuster's fees, and claims whatsoever, in law or in equity, whether based in statute, tort, contract, extra-contractual theories, or any other theories in law or equity, whether known or unknown, whether discovered or undiscovered, whether fixed or contingent, which arise out of or relate to the claim and issues raised in the Proceedings inclusive of any claims for attorney fees and costs associated with the subject claim and exclusive of the services rendered by Emergency Restoration Services, Inc.
7. Subject to paragraph 12 below, TIKAL REAL ESTATE HOLDING II, LLC expressly covenants, promises, and agrees that it shall be and is hereby forever barred and permanently enjoined from now or hereinafter instituting, maintaining or asserting, either directly or indirectly, any and all claims, supplemental claims, causes of actions or damages because of, arising out of, relating to, or resulting from the Proceedings;

8. Within ten (10) business days of receipt of the settlement funds set forth herein TIKAL REAL ESTATE HOLDING II, LLC agrees to execute a Joint Stipulation of Dismissal with Prejudice of the Proceedings and file or allow the same to be filed with the Court;
9. TIKAL REAL ESTATE HOLDING II, LLC agrees to fully cooperate and execute any and all supplementary documents and to take all additional actions that may be necessary or appropriate to give full effect to the terms and intent of this Release;
10. TIKAL REAL ESTATE HOLDING II, LLC agrees that each of the provisions contained in this Release shall be construed as independent of any other provision of this Release. In the event any provision or a portion of a provision of this Release is found to be unenforceable, that portion of the provision shall be stricken and the remaining portion and provisions of the Release shall be enforceable;
11. TIKAL REAL ESTATE HOLDING II, LLC expressly recognizes that this Release results from a negotiation process in which each of the Parties was given the opportunity to consult with counsel and contribute to the drafting of the Release. No legal or other presumptions against the party drafting this Release concerning its construction, interpretation or otherwise shall therefore accrue to the benefit of either of the Parties and TIKAL REAL ESTATE HOLDING II, LLC expressly waive(s) the right to assert such a presumption in any proceedings or disputes connected with, arising out of, or involving this Release;
12. With the sole exception of Emergency Restoration Services, Inc., TIKAL REAL ESTATE HOLDING II, LLC represents, warrants, and certifies except as otherwise stated herein, no assignment of the claim(s), actions, causes of action, suits, damages, losses, judgments, executions, demands, liabilities, obligations, responsibilities, liens, expenses, costs and attorney's fees referenced in this Release has or will be made, and that TIKAL REAL ESTATE HOLDING II, LLC has the full and complete right and authority to execute this Release and related documents. Settlement is exclusive of any assignments of the claims, actions, causes of action, suits, damages, losses, judgments, executions, demands, liabilities, obligations, responsibilities, liens, expenses, costs and attorney's fees held by Emergency Restoration Services, Inc.
13. TIKAL REAL ESTATE HOLDING II, LLC further agrees to indemnify and hold CITIZENS and its heirs, executors, administrators, successors, insurers, assigns, employees, and representatives harmless from and against any and all claims, causes of action, demands, obligations, damages, costs and expenses, liens and damages or demands of whatever name and nature brought by any third party, more specifically, any liens, mechanic liens, attorney's liens, public adjuster liens, and claims by mortgage holders or lien holders arising out of events or Proceedings referenced herein, whether known or unknown, or benefits paid as a result of the events or Proceedings referenced herein, exclusive of the services rendered by Emergency Restoration Services, Inc.;
14. This Release contains the entire terms of the settlement between the Parties with respect to the matters set forth herein. There are no oral or written agreements, representations or

inducements of any kind between the Parties with respect to the settlement that are not contained in this Release. This Release may only be altered or amended, in whole or in part, by a written instrument setting forth such changes as mutually agreed to by all of the Parties;

15. TIKAL REAL ESTATE HOLDING II, LLC agrees that a facsimile signature may substitute for and have the same legal effect as the original signature;
16. This Release shall be deemed fully executed on the date that TIKAL REAL ESTATE HOLDING II, LLC executes the Agreement;
17. TIKAL REAL ESTATE HOLDING II, LLC acknowledges the assistance of counsel in reading, understanding, and executing this Release, and that in agreeing to execute this Release, it is forever surrendering certain rights as reflected herein.
18. This Release shall be construed and interpreted in accordance with the laws of the State of Florida.

**I HAVE READ AND UNDERSTAND THIS FULL AND FINAL RELEASE**

BARBARA WEBB hereby specifically and affirmatively states that he/she is the Managing Partner of TIKAL REAL ESTATE HOLDING II, LLC and that he/she is properly authorized to act on behalf of TIKAL REAL ESTATE HOLDING II, LLC in all dealings concerning this case and Plaintiff's claim against the CITIZENS PROPERTY INSURANCE CORPORATION, that Plaintiff is desirous of effecting the Release of the claim and lawsuit against Defendant, and that Plaintiff has specifically and affirmatively authorized BARBARA WEBB to execute any and all documents necessary to effect the Release of the Claim and lawsuit against CITIZENS PROPERTY INSURANCE CORPORATION.

Barbara Webb  
SIGNATURE

Signed and dated this 17<sup>th</sup> day of July, 2019.

STATE OF FLORIDA )

COUNTY OF Marion )

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of July, 2019, by Angela Nunez, who is personally known to me or who has produced drivers license as identification.

[Signature]

(Signature of Notary Public - State of Florida)



(Print, Type or Stamp Commissioned Name of Notary Public, Commission Number and Expiration Date of Commission.)

## **FULL AND FINAL RELEASE**

WHEREAS, 531 WHITEHEAD STREET, LLC acknowledges that it and CITIZENS PROPERTY INSURANCE CORPORATION (“CITIZENS”), collectively known as the “Parties”, are in litigation over an insurance claim In The Circuit Court Of The Sixteenth Judicial Circuit In And For Monroe County, Florida, Case Number 18-CA-000411-K, styled 531 Whitehead Street, LLC v. Citizens Property Insurance Corporation, arising out of and/or relating to loss, damage, or expense sustained or incurred as a result of a loss occurring on or about September 10, 2017 at 529 Whitehead Street, Key West, Florida 33040 associated with Claim number 001-00-142525 and Policy number 01531606 (the “Proceedings”);

WHEREAS, 531 WHITEHEAD STREET, LLC acknowledges the Parties are desirous of resolving this controversy and settling all claims or demands presently pending in these Proceedings, or which may arise out of the subject insurance claim(s), claim handling or subject matter of these Proceedings, as well as all associated interest, costs and attorney’s fees, whether such claims or demands are based in statute, tort, contract, extra-contractual theories, or any other theories in law or equity;

WHEREAS, 531 WHITEHEAD STREET, LLC acknowledges the Parties have negotiated and reached such a resolution and intend this Release to describe and effect same;

WHEREAS, 531 WHITEHEAD STREET, LLC acknowledges that CITIZENS makes no admissions regarding the legal or factual merits of the underlying claim(s) and/or the Proceedings, but makes this settlement only to avoid the risk and uncertainty associated with further litigation and to compromise and resolve their disputes by way of this Release.

WHEREAS, 531 WHITEHEAD STREET, LLC acknowledges it has had the assistance and advice of counsel and is fully aware of and have been fully advised of the terms, conditions and consequences of this Release;

NOW, THEREFORE, in consideration of the terms and conditions contained herein and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, 531 WHITEHEAD STREET, LLC avers as follows:

1. The above-referenced recitals are true and correct and are incorporated herein;
2. 531 WHITEHEAD STREET, LLC acknowledges that the total settlement amount is FOURTY NINE THOUSAND THREE HUNDRED DOLLARS AND 00/100 CENTS (\$49,300.00) to be paid by Citizens as follows: 1) check in the amount of (\$49,300.00) payable to 531 Whitehead Street, LLC; Centennial Bank ISAOA; Geyer Fuxa Tyler, PLLC; and Zevuloni & Associates.
3. 531 WHITEHEAD STREET, LLC acknowledges and agrees that this settlement is a compromise of disputed claims and the Release shall not be construed as, or deemed to be evidence of an admission or concession of any fault, liability or damage whatsoever by CITIZENS;
4. 531 WHITEHEAD STREET, LLC further acknowledges that it had an opportunity to fully investigate the extent and scope of the damage to 531 WHITEHEAD STREET, LLC property with respect to all of the above-referenced claims and Proceedings, and that this Release is intended to include all such damage, whether known or unknown or discovered or undiscovered;
5. 531 WHITEHEAD STREET, LLC hereby fully, completely, and forever releases and discharges CITIZENS, its respective stakeholders, directors, officers, agents, representatives, employees, related or affiliated companies, subsidiaries, beneficiaries, heirs, successors, assigns and executors from and against any and all past, present and future losses, liabilities, responsibilities, demands, obligations, actions, causes of action, rights, judgments, interest, damages, compensation of any kind, liens, expenses (including attorney's fees and costs), and claims whatsoever, in law or in equity, whether based in statute, tort, contract, extra-contractual theories, or any other theories in law or equity, whether known or unknown, whether discovered or undiscovered, whether fixed or contingent, which arise out of or relate to the claim(s) or Proceedings;

6. 531 WHITEHEAD STREET, LLC expressly covenants, promises and agrees that it shall be and is hereby forever barred and permanently enjoined from now or hereinafter instituting, maintaining or asserting, either directly or indirectly, any and all claims, supplemental claims, causes of action or damages because of, arising out of, relating to, or resulting from the Proceedings;

7. Within ten (10) business days of receipt of the balance of the funds specified in Paragraph #2, 531 WHITEHEAD STREET, LLC agrees to execute a Joint Stipulation of Dismissal with Prejudice of the Proceedings or a Notice of Voluntary Dismissal with Prejudice, and file or allow the same to be filed with the court;

8. 531 WHITEHEAD STREET, LLC agrees to fully cooperate and execute any and all supplementary documents and to take all additional actions that may be necessary or appropriate to give full effect to the terms and intent of this Release;

9. 531 WHITEHEAD STREET, LLC agrees that each of the provisions contained in this Release shall be construed as independent of any other provision of this Release. In the event any provision or a portion of a provision of this Release is found to be unenforceable, that portion of the provision shall be stricken and the remaining portion and provisions of the Release shall be enforceable;

10. 531 WHITEHEAD STREET, LLC expressly recognizes that this Release results from a negotiation process in which each of the Parties was given the opportunity to consult with counsel and contribute to the drafting of the Release. No legal or other presumptions against the party drafting this Release concerning its construction, interpretation or otherwise shall therefore accrue to the benefit of either of the Parties and 531 WHITEHEAD STREET, LLC expressly waives the right to assert such a presumption in any proceedings or disputes connected with, arising out of, or involving this Release;

11. 531 WHITEHEAD STREET, LLC represents, warrants, and certifies, except as otherwise stated herein, no assignment of the claim(s), actions, causes of action, suits, damages, losses, judgments, executions, demands, liabilities, obligations, responsibilities, liens, expenses, costs and attorney's fees referenced in this Release has or will be made, and that 531 WHITEHEAD STREET, LLC has the full and complete right and authority to execute this Release and related documents;

12. 531 WHITEHEAD STREET, LLC further agrees to indemnify and hold harmless CITIZENS and its heirs, executors, administrators, successors, insurers, assigns, employees, and representatives from and against any and all claims, causes of action, demands, obligations, damages, costs and expenses, liens and damages or demands of whatever name and nature brought by any third party, more specifically, any liens, mechanic liens, attorney's liens, public adjuster liens, and claims by mortgage holders or lien holders arising out of events or Proceedings referenced herein, whether know or unknown, or benefits paid as a result of the events or Proceedings referenced herein;

13. This Release contains the entire terms of the settlement between the Parties with respect to the matters set forth herein. There are no oral or written agreements, representations or inducements of any kind between the Parties with respect to the settlement that are not contained in this Release. This Release may only be altered or amended, in whole or in part, by a written instrument setting forth such changes as mutually agreed to by all of the Parties;

14. 531 WHITEHEAD STREET, LLC agrees that a facsimile signature may substitute for and have the same legal effect as the original signature;

15. This Release shall be deemed fully executed on the date that 531 WHITEHEAD STREET, LLC executes the Agreement;

16. 531 WHITEHEAD STREET, LLC acknowledges the assistance of counsel in reading, understanding, and executing this Release, and that in agreeing to execute this Release, she is forever surrendering certain rights as reflected herein. Based on 531 WHITEHEAD STREET, LLC's reading, understanding, and executing of this Release with the assistance of counsel, 531 WHITEHEAD STREET, LLC releases any claim for fraud or fraud in the inducement related to this Release.

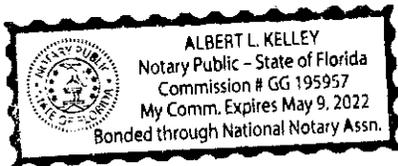
17. This Release shall be construed and interpreted in accordance with the laws of the State of Florida.

I HAVE READ AND UNDERSTAND THIS FULL AND FINAL RELEASE.

531 WHITEHEAD STREET, LLC: Anna Stanger As in Agency in JACT 201  
Signed and dated this 23 day of AUGUST, 2019. ASSAF AZOLAY

STATE OF Florida )  
COUNTY OF Monroe )

The foregoing instrument was acknowledged before me this 23 day of August, 2019, by Anna Stanger, who is personally known to me or who has produced \_\_\_\_\_ as identification.



[Signature]  
Signature of Notary Public - State of Florida

Print, Type or Stamp Commissioned Name of Notary Public, Commission Number and Expiration Date of Commission.

July 11, 2019

Page No. 2

Re: Case Style: *Tikal Real Estate Holding I vs. Citizens*  
Claim No.: 001-00-153929

**DISTRIBUTION OF SETTLEMENT PROCEEDS**

BENEFITS PAYMENTS:	\$61,000.00
ATTORNEYS' FEES PAYMENTS:	\$24,000.00
ATTORNEY'S FEES Geyer Fuxa Tyler, PLLC (Hourly)	<\$23,555.00>
ATTORNEY'S COSTS Geyer Fuxa Tyler, PLLC	<\$445.00>
PUBLIC ADJUSTING FEES Zevuloni & Associates (10%)	<\$6,100.00>
<b>TOTAL NET PROCEEDS TO CLIENT:</b>	<b>\$54,900.00</b>

The disbursements of this recovery in accordance with the foregoing final closing statement are hereby approved. This relieves the law firm of Geyer Fuxa Tyler, PLLC and any other attorneys associated with them of any responsibility in the further prosecution of this matter.

The undersigned hereby acknowledges that said costs and bills are proper expenditures and charges and are satisfactory in amount. Furthermore, the undersigned is completely satisfied with the handling of this action and the terms of the retainer agreement.

Accepted and Approved this 11<sup>th</sup> day of July, 2019.

\_\_\_\_\_  
Andrew Fuxa, Esq.  
GEYER FUXA TYLER, PLLC.  
490 Sawgrass Corporate Parkway  
Suite 110  
Sunrise, Florida 33325

Barbara Webb  
Barbara Webb  
Tikal Real Estate Holding I, LLC

Re: Case Style: *Tikal Real Estate Holding I vs. Citizens*  
Claim No.: 001-00-153950

**DISTRIBUTION OF SETTLEMENT PROCEEDS**

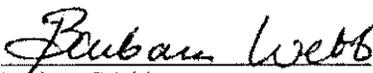
BENEFITS PAYMENTS:	\$101,000.00
ATTORNEYS' FEES PAYMENTS:	\$24,000.00
ATTORNEY'S FEES Geyer Fuxa Tyler, PLLC (Hourly)	<\$23,556.00>
ATTORNEY'S COSTS Geyer Fuxa Tyler, PLLC	<\$444.00>
PUBLIC ADJUSTING FEES Zevuloni & Associates (10%)	<\$10,100.00>
<b>TOTAL NET PROCEEDS TO CLIENT:</b>	<b>\$90,900.00</b>

The disbursements of this recovery in accordance with the foregoing final closing statement are hereby approved. This relieves the law firm of Geyer Fuxa Tyler, PLLC and any other attorneys associated with them of any responsibility in the further prosecution of this matter.

The undersigned hereby acknowledges that said costs and bills are proper expenditures and charges and are satisfactory in amount. Furthermore, the undersigned is completely satisfied with the handling of this action and the terms of the retainer agreement.

Accepted and Approved this 17<sup>th</sup> day of July, 2019.

\_\_\_\_\_  
Andrew Fuxa, Esq.  
GEYER FUXA TYLER, PLLC.  
490 Sawgrass Corporate Parkway  
Suite 110  
Sunrise, Florida 33325

  
\_\_\_\_\_  
Barbara Webb  
Tikal Real Estate Holding II, LLC

**Re: Case Style: 531 Whitehead vs. Citizens**  
**Case No.: 18-CA-000411-K**

**DISTRIBUTION OF SETTLEMENT PROCEEDS**

BENEFITS PAYMENTS:	\$22,300.00
ATTORNEYS' FEES AND COSTS PAYMENTS:	\$27,000.00
ATTORNEY'S FEES Geyer Fuxa Tyler, PLLC (Reduced Hourly)	<\$26,483.00>
ATTORNEY'S COSTS Geyer Fuxa Tyler, PLLC	<\$517.00>
PUBLIC ADJUSTING FEES Zevuloni & Associates (10% Benefits)	<\$2,230.00>
<b>TOTAL NET PROCEEDS TO CLIENT:</b>	<b>\$20,070.00</b>

The disbursements of this recovery in accordance with the foregoing final closing statement are hereby approved. This relieves the law firm of Geyer Fuxa Tyler, PLLC and any other attorneys associated with them of any responsibility in the further prosecution of this matter.

The undersigned hereby acknowledges that said costs and bills are proper expenditures and charges and are satisfactory in amount. Furthermore, the undersigned is completely satisfied with the handling of this action and the terms of the retainer agreement.

Accepted and Approved this 23 day of AUGUST, 2019.

\_\_\_\_\_  
Andrew Fuxa, Esq.  
GEYER FUXA TYLER, PLLC.  
490 Sawgrass Corporate Parkway  
Suite 110  
Sunrise, Florida 33325

Assaf Azoulay as attorney in fact for  
Assaf Azoulay  
531 Whitehead



000060237 ClaimCenter  
001-00-153929

Quintairos, Prieto, Wood and Boyer, P.A.

9300 S DADELAND BLVD FL 4

MIAMI, FL 33156-2748

UNITED STATES OF AMERICA



<b>CHECK #:</b> 0093704	<b>CHECK DATE:</b> 07/03/2019	<b>CHECK AMOUNT:</b> \$****24,000.00
<b>POL #:</b> CST00021426	<b>CLAIM #:</b> 001-00-153929	
<b>PAYMENT ID:</b> A0653024		
<b>CHECK MEMO:</b> Claim 001-00-153929		

Safeguard LITHO USA 04/14 L08SF014123M

ORIGINAL DOCUMENT PRINTED ON CHEMICAL REACTIVE PAPER WITH MICROPRINTED BORDER

<b>CITIZENS PROPERTY INSURANCE CORPORATION</b>	<b>Coastal</b>	<b>07/03/2019</b>	<b>0093704</b>
<b>P. O. BOX 10749</b>	<b>CLAIMS INDEMNITY DISBURSEMENT</b>	<b>DATE</b>	
<b>TALLAHASSEE, FL 32302-2749</b>			<b>11-24</b>
			<b>1210</b>

**PAY TO THE ORDER OF** TIKAL REAL ESTATE HOLDING I LLC and GEYER FUXA TYLER PLLC and Zevuloni and Associates Inc

**PAY** Twenty Four Thousand Dollars

<b>Check Amount</b>
<b>\$ ****24,000.00</b>

Wells Fargo, N.A.  
1 Independent Drive  
Jacksonville, FL 32202

ALL PAYEES MUST ENDORSE

Two Signatures Required

<b>Policy Number</b>	<b>Claim Number</b>
CST00021426	001-00-153929

*Benny J. Gilway*  
*[Signature]*  
 AUTHORIZED SIGNATURES

**Composite Exhibit "D"**



ARS WITH HEAT.





000061917 ClaimCenter  
001-00-153950

Quintairos, Prieto, Wood & Boyer, P.A.

9300 S. Dadeland Blvd  
FI 4  
Miami

, FL 33156



UNITED STATES OF AMERICA



<b>CHECK #:</b> 0094588	<b>CHECK DATE:</b> 07/31/2019	<b>CHECK AMOUNT:</b> \$****24,000.00
<b>POL #:</b> CST00011618	<b>CLAIM #:</b> 001-00-153950	
<b>PAYMENT ID:</b> A0665246		
<b>CHECK MEMO:</b> Claim 001-00-153950		

Safeguard LITHO USA 04/14 L08SF014123M

ORIGINAL DOCUMENT PRINTED ON CHEMICAL REACTIVE PAPER WITH MICROPRINTED BORDER

CITIZENS PROPERTY INSURANCE CORPORATION  
P. O. BOX 10749  
TALLAHASSEE, FL 32302-2749

Coastal  
CLAIMS INDEMNITY DISBURSEMENT DATE

0094588

11-24  
1210

PAY TO THE TIKAL REAL ESTATE HOLDING II LLC and GEYER FUXA TYLER PLLC and Zevuloni and Associates Inc  
ORDER OF

PAY Twenty Four Thousand Dollars

<b>Check Amount</b>
\$ \$****24,000.00

Wells Fargo, N.A.  
1 Independent Drive  
Jacksonville, FL 32202

ALL PAYEES MUST ENDORSE

Two Signatures Required

Policy Number  
CST00011618

Claim Number  
001-00-153950

*Benny J Gilway*  
*James Montiel*  
AUTHORIZED SIGNATURES

RES WITH HEAT.



000062884 ClaimCenter  
001-00-142525

Cole Scott & Kissane, PA

9150 S DADELAND BLVD STE 1400

MIAMI , FL 33156-7855

UNITED STATES OF AMERICA



**CHECK #:** 0094730      **CHECK DATE:** 08/05/2019      **CHECK AMOUNT:** \$\*\*\*\*49,300.00

**POL #:** CST01531606      **CLAIM #:** 001-00-142525

**PAYMENT ID:** A0667703

**CHECK MEMO:** Claim 001-00-142525

Safeguard LITHO USA 04/14 L08SF014123M

ORIGINAL DOCUMENT PRINTED ON CHEMICAL REACTIVE PAPER WITH MICROPRINTED BORDER

CITIZENS PROPERTY INSURANCE CORPORATION  
P. O. BOX 10749  
TALLAHASSEE, FL 32302-2749

Coastal      08/05/2019  
CLAIMS INDEMNITY DISBURSEMENT      DATE

0094730  
11-24  
1210

PAY TO THE ORDER OF 531 Whitehead Street, LLC and Zevuloni and Associates Inc and CENTENNIAL BANK ISAOA and GEYER  
FUXA TYLER PLLC

Check Amount	
\$	\$****49,300.00

PAY Forty Nine Thousand Three Hundred Dollars

Wells Fargo, N.A.  
1 Independent Drive  
Jacksonville, FL 32202

ALL PAYEES MUST ENDORSE

Two Signatures Required

Policy Number      Claim Number  
CST01531606      001-00-142525

*Benny J. Gilway*  
\_\_\_\_\_  
*James Monte*  
\_\_\_\_\_  
AUTHORIZED SIGNATURES

WITH HEAT.

Security Features Included. Safeguard SECURE5 SECURE5 MP