

UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF FLORIDA

<p>SFR SERVICES L.L.C., for itself and AAO</p> <p>Plaintiff,</p> <p>v.</p> <p>UNITED PROPERTY & CASUALTY INSURANCE COMPANY, FKS INSURANCE SERVICES, LLC and PROPERTY LOSS SPECIALIST, LLC</p> <p>Defendants.</p>	<p>Case. No.:</p> <p>JURY TRIAL DEMANDED</p>
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COMPLAINT

Plaintiff SFR SERVICES, LLC (“SFR”) hereby sues Defendants UNITED PROPERTY & CASUALTY INSURANCE COMPANY (“UPC”); FKS Insurance Services, LLC (“FKS”), and PROPERTY LOSS SPECIALIST, LLC (“PLS”) (collectively, “Defendants”) and demand a jury trial for all causes of action as follows:

INTRODUCTION

1. This is an action related to Defendants’ unlawful and unethical scheme designed to systematically deny and underpay the claims submitted as a result of Hurricane Irma under policies underwritten by UPC, no matter how badly people’s roofs were damaged.

2. SFR is a licensed Florida General Contractor with significant experience restoring and repairing commercial and multi-family properties damaged by hurricanes, windstorms, floods and fire. In addition to general contracting services, SFR assists homeowners directly through the insurance claims process by working with insurers. When a policyholder retains SFR, the policyholder executes an assignment of benefits (“AOB”), assigning its rights under the insurance policy to SFR. SFR then steps into the shoes of the policyholder, making the necessary repairs

and working through the claims process with the insurance carrier. An example of an AOB is attached as **Exhibit A**.

3. In the wave of damage and insurance claims following hurricane Irma, SFR has discovered that UPC was not honoring its insurance agreements.

4. In fact, UPC and each of FKS and PLS (FKS and PLS together are “Adjuster Defendants”) conspired to lie and submit false reports and estimates for the purpose of being able to deny or underpay insurance claims related to the storm’s damage. FKS acted as an instrumentality of such scheme, including by sending out a text at the behest of UPC instructing claims not be adjusted at all; PLS was induced to so conspire because of the possibility purportedly being explored by UPC that it would acquire PLS for substantial money.

5. SFR does not know the total number of homeowners and policyholders impacted by this scheme but believes it to be in the thousands. SFR is the AOB holder for 200 (two hundred) such Florida homeowners with UPC insurance policies, who were impacted both by Hurricane Irma and this scheme to deny or underpay claims related to their property damage sustained (collectively, the “Assignors”). A complete list of the underlying policyholders is attached as **Exhibit B**. SFR brings this action on its own behalf and a/a/o the Assignors.

THE PARTIES

6. Plaintiff SFR is a Florida Limited Liability Company with its principal place of business located in Stuart, Florida. Its manager is Ricky McGraw.

7. Defendant UPC is a Florida corporation with its principal place of business located in Saint Petersburg, Florida.

8. Defendant FKS is a Florida Limited Liability Company with its principal place of business located in Saint Petersburg, Florida. It worked with UPC as an adjuster during the

relevant period and acted as an instrumentality of UPC in its scheme by, among other actions, sending a text instructing adjusters not to adjust roof damage.

9. Defendant PLS is a South Carolina Limited Liability Company with its principal place of business located in Apopka, Florida. It worked with UPC as an adjuster during the relevant period. During times relevant to this action, it was a willing acquisition target of a purported acquisition by UPC, and its principals and owners Jeff Nachgriner and Andy Corbett were the target of a pressure campaign by UPC aimed at undermining the legitimate adjusting process.

JURISDICTION AND VENUE

10. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1331 because the lawsuit concerns a federal question arising under the Racketeer Influenced and Corrupt Organizations Act (“RICO”), 18 U.S.C. §1961 *et seq.*

11. This Court may exercise supplemental jurisdiction over SFR’s state law claims pursuant to 28 U.S.C. § 1367(a) because the remaining state law claims are based upon a common nucleus of operative facts as SFR’s federal claim and the entire action commenced by this Complaint constitute a single case that would ordinarily be tried in one judicial proceeding.

12. The Court has personal jurisdiction over UPC because it is a Florida corporation, with a principal place of business in Florida, and because the events giving rise to this action occurred within this state.

13. The Court has personal jurisdiction over FKS because it is a Florida Limited Liability Company with its principal place of business in Florida, and the events giving rise to this action occurred within this state.

14. The Court has personal jurisdiction over PLC because its principal place of business is in Florida, and the events giving rise to this action occurred within this state.

15. Venue is appropriate in the Middle District of Florida because a substantial part of the events or omissions giving rise to this action occurred within the boundaries of this district.

16. Moreover, venue is appropriate here because UPC and Adjuster Defendants are subject to personal jurisdiction in this district, and their respective principal places of business are within the boundaries of this district.

BACKGROUND

The Insurance Industry and SFR

17. UPC is a Florida domiciled property & casualty stock insurance company located in St. Petersburg, Florida. Among other offerings, UPC provides residential homeowner insurance policies, whereby UPC agrees to protect the homeowner against certain losses. In exchange, the homeowner pays UPC a monthly premium.

18. When calculating what premium to charge, insurance companies such as UPC utilize sophisticated models to forecast and predict risk. These models take certain criteria into account to evaluate this risk, such as the likelihood of a severe weather event, and the cost to repair or replace an insured's home.

19. But such models also take into account other human factors. For example, insurance companies like UPC know that, when a severe weather event occurs, not every policyholder will submit a claim for coverage, even if the insured is entitled to coverage under the terms of the policy. UPC also knows that, even when a covered event occurs, and the policyholder submits the claim, many individuals will be unable to assess whether UPC undervalued the extent

of the damage. And, if UPC wrongfully denies coverage, UPC knows that many insureds will not turn to litigation to enforce their rights under a policy.

20. UPC's goal is to maximize profit.

21. Policyholders whose claims are wrongfully denied are in a difficult position. SFR's role is to help them. In addition to providing general contracting services, SFR's clients assign the benefits under their insurance policies to SFR. SFR then steps into the shoes of the policyholder. When a covered event causing property damage (like a hurricane) occurs, SFR works through the claims process for the homeowner, and if needed, litigates against the insurer.

22. This arrangement provides significant benefits to the underlying policyholders, most of whom have little to no experience negotiating (let alone litigating) against insurers. As the Florida Supreme Court has noted, "the average policyholder has neither the finances nor the expertise to single-handedly take on an insurance carrier." *Johnson v. Omega Ins. Co.*, 200 So. 3d 1207, 1215 (Fla. 2016).

23. SFR levels the playing field. Because SFR handles a high volume of claims and has construction expertise, it has insight into whether the insurer is providing a fair estimate. In addition, SFR has the resources to litigate against insurance carriers.

Hurricane Irma and Defendants' Scheme

24. In September 2017, Hurricane Irma struck Florida as a category 4 hurricane with sustained windspeeds of over 140 miles per hour. Irma's winds and storm surge caused devastating levels of damage to Florida homes, businesses, agriculture, and infrastructure.

25. This action arises in response to an unlawful and unethical scheme, pursuant to which Defendants systematically caused legitimate claims of policyholders affected by Irma to be undervalued or denied outright.

26. Following Irma, hundreds of thousands of Floridians suffered property damage and submitted insurance coverage claims related to the damage.

27. Rather than pay out the indemnity benefits under the insurance policy necessary to repair or replace covered losses as required under the policies, Defendants utilized a scheme to deny or underpay the insureds who submitted claims for damage to their properties caused by Irma.

28. Pursuant to the scheme utilized by Defendants, when one of UPC's insureds submitted a claim for coverage related to Irma, Defendants sent a field adjuster to visit the property of UPC's insured. The field adjusters were charged with generating reports and/or creating estimates and/or making coverage determinations and valuations of the respective losses reported by the UPC insureds.

29. Instead of ensuring that field adjusters created honest, accurate reports to confirm that UPC's insured received an assessment that reflected their loss, Defendants specifically instructed desk adjusters to modify the estimates created by field adjusters to decrease estimates in order to ultimately decrease the amount of money UPC pays to its insureds when claims are made under the insurance policies. In many circumstances, Defendants instructed field adjusters to modify reports to give UPC a "factual basis" to deny coverage altogether. Defendants pressured adjusters to create factual bases that were fraudulent in order to deny claims.

30. As this scheme has come to light, some field adjusters have stated under oath that UPC commanded them to add language to their reports which was inaccurate and outright false.

31. For example, Rod Buvens, a field adjuster acting on behalf of UPC through PLS following Irma, testified that UPC's desk adjuster instructed him to add language into his report "[t]hat no wind damages were observed upon inspection" at the property at issue, despite this language being categorically false based upon Mr. Buvens' own inspection of a property.

32. Relating to homes damaged by Irma, Mr. Buvens advised UPC's desk adjuster, Josh DeMint, numerous times that the statement "no wind damages were observed upon inspection" was incorrect multiple times; yet, Mr. Buvens was still required to include the categorically false statement in his report at the demand and instruction of UPC.

33. Further, Mr. Buvens testified that UPC demands its field adjusters remove items from an estimate, which ultimately results in UPC owing less to its insureds.

34. For example, Mr. Buvens testified that he was specifically instructed to remove portions of his estimate, which would have amounted to an additional \$1,376.30 that UPC would have owed pursuant to the insurance policy. Moreover, if Mr. Buvens' report and estimate were not wrongfully modified by UPC, the insured in this specific instance would have obtained a full roof replacement, which would have cost UPC thousands of dollars more pursuant to the insurance policy.

35. Moreover, Mr. Buvens testified that his reports were often changed by desk adjusters without his consent:

Q (By Ms. Sabatino) So, you did not sign this particular report, is that your testimony?

A That is a mechanical signature that is stored in the report. When you hit print -- if you go in there and hit print today, my signature will appear on it unless it is manually changed. It is locked in with the settings of the Estimator that is assigned to that report. That's correct. It is my signature but anyone at UPC can and they have changed these reports and left my signature on them.

36. In another example, Niles Wood, an adjuster retained by UPC through PLS following Irma, adjusted damage related to a roof for an insured in St. Petersburg, Florida. Mr. Wood's report estimated that the cost to repair covered damages for the roof related to wind damage from Irma was \$59,037.30. A copy of the report is attached as **Exhibit C**.

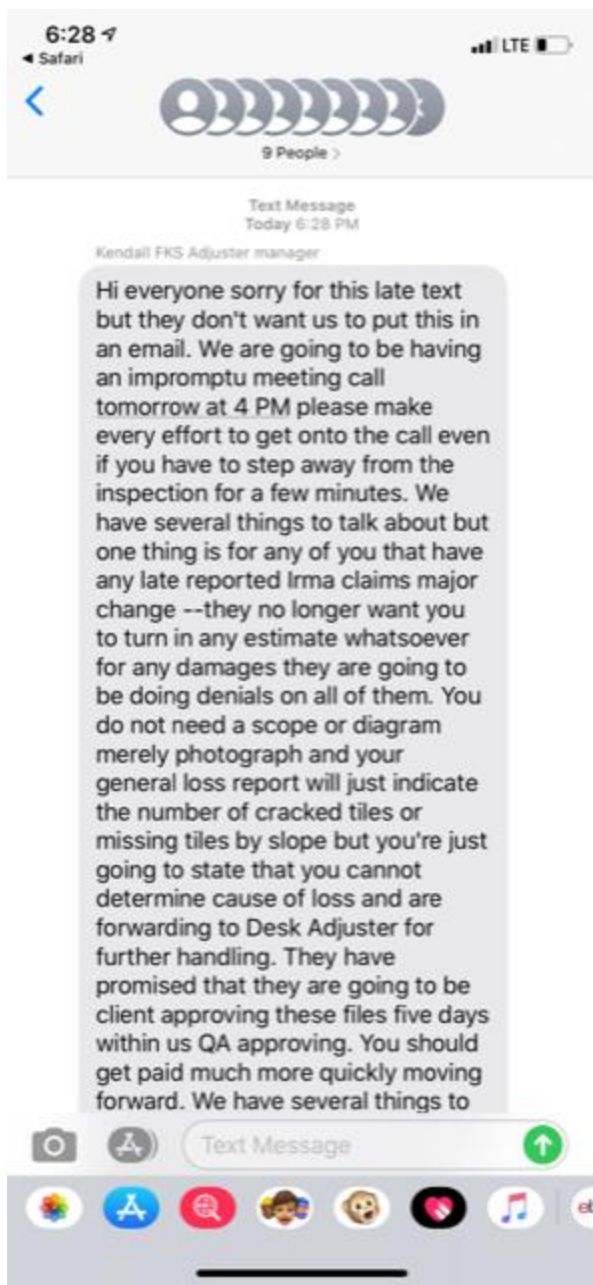
37. At UPC's instruction, Mr. Wood was required to modify the report to state that the same roof only sustained \$3,354.34 in covered loss related to wind damage from Irma. A copy of the second report is attached at **Exhibit D**.

38. UPC recorded the change in amount as a "correction" to the estimate. UPC claimed (contrary to the field adjuster's actual reporting) that roof damage was not caused by wind from Irma and thus not covered. This was simply a lie told by UPC to underpay the value of the claim.

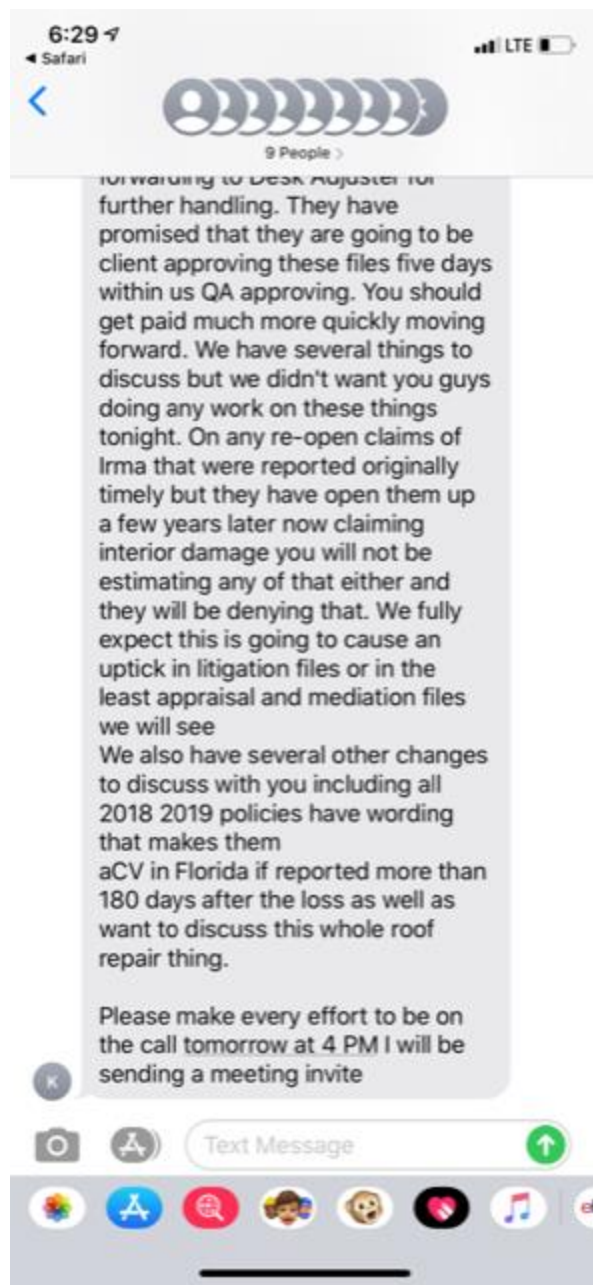
39. Defendants' wrongful actions were not limited only to a few specific claims, nor were they isolated specifically to claims handled by Mr. Buvens or Mr. Wood. Instead, upon information and belief, UPC has artificially decreased estimates, or modified estimates as to pretextual warrant a denial of coverage, in hundreds of instances for which SFR has been assigned the benefits.

40. Among the co-conspirators involved in this scheme to depreciate UPC's insureds' valid claims were FKS and PLS; along with UPC's Claim Director Jeff Bergstrom; UPC's claims managers Tim Cotton, Brian Maries and Trevor McDonald; and desk adjuster Josh DeMint of FKS.

41. FKS buckled under pressure from UPC to instruct its field adjusters to low ball its adjusting, and it did so repeatedly. Notably, this campaign to have its field adjusters low ball estimates was manifested, by, among other actions, sending a text at UPC's instruction to several field adjusters instructing them not to estimate certain roof damages because UPC would be issuing blanket denials, even though that would – understandably – increase the rate of litigation. The text instructed field adjusters to state in their reports that they "cannot determine cause of loss" on "any late reported Irma claims," and that "any re-open claims of Irma" will be denied, and no estimating will be necessary on these claims:



(Part 1 of 2)



(Part 2 of 2)

42. PLS was also susceptible to this scheme, and was induced to participate, insofar as UPC and its principals had styled themselves as potential purchasers of PLS for a substantial sum, and PLS accordingly did not want to take any actions contrary to the scheme for fear of compromising that potential deal. PLS's principals and owners Jeff Nachgriner and Andy Corbett

were the target of a pressure campaign by UPC aimed at undermining the legitimate adjusting process.

43. Mr. Wood and Mr. Buvens, whose testimony was cited above, were each associated with PLS.

44. The above and additional similar violations of Florida law caused damages to SFR in the form of underpaid and unpaid claims, which should have been covered and fully paid.

45. By the same token, Defendants wrongfully profited from the scheme to the detriment of UPC's insureds and SFR.

46. Upon information and belief, the evidence gathered thus far by SFR is only the tip of the iceberg into this fraudulent scheme to underpay and wrongfully deny valid claims. SFR believes this fraud is widespread and impacting all of Assignors' insurance policies underwritten by UPC, for which SFR is entitled to bring this action.

CAUSES OF ACTION
FIRST CAUSE OF ACTION – VIOLATIONS OF 18 U.S.C. § 1962(c)

(Against All Defendants)

Enterprise

47. SFR incorporates by reference all other allegations contained in this Complaint, as if fully set forth herein.

48. Based on SFR's current knowledge, the following constitute one or more groups of persons and entities associated in fact, hereinafter referred to as the "Enterprise": Defendants UPC, FKS, and PLS, and other persons, including but not limited to UPC's Claim Director Jeff Bergstrom; UPC's claims managers Tim Cotton, Brian Maries and Trevor McDonald; and desk adjuster Josh DeMint of FKS.

49. Enterprise is an ongoing and continuing organization consisting of Defendants,

entities and individuals associated for the common or shared purpose of enabling UPC to underpay and deny homeowners' claims under insurance policies underwritten by UPC through deceptive and misleading reports and deriving profits from those activities.

50. Defendants, through Enterprise, have engaged in a pattern of racketeering activity, which involves a fraudulent scheme and conspiracy to provide the insureds with false reports for the purpose of underpaying and denying their valid claims, which should be covered and fully paid. The collective actions of Defendants and co-conspirators are related to one another and establish a pattern of racketeering activity as they have a similar purpose, similar methods and similar victims.

51. Enterprise engages in and affects interstate commerce because it involves activities across state boundaries, such as sending false communications through channels of interstate commerce and deriving illegal profits from this scheme.

52. Within Enterprise, there is a common communication network by which co-conspirators share information on a regular basis. The Enterprise uses this common communication network for the purpose of coordinating the activities designed to underpay and deny valid claims.

53. Enterprise has a systematic linkage because there are contractual relationships, financial ties and continuing coordination of activities. Through Enterprise, Defendants and other co-conspirators engage in consensual decision-making to implement their fraudulent scheme and to function as a continuing unit for the common purpose of deriving profits from their unlawful activities.

54. The Enterprise functions as a continuing unit with the purpose of assisting with perfecting and furthering their wrongful scheme to derive profit from its unlawful activities.

55. While Defendants participate in and are members of Enterprise, they also have their own respective separate and distinct existence.

56. Defendants engage in unlawful activities by causing field and desk adjusters to create false reports to defraud SFR and other holders of valid claims, by underpaying and denying valid claims, and by rewarding field and desk adjusters with paying them “much more quickly,” among other things.

57. At all relevant times, each participant in Enterprise was aware of the scheme to defraud SFR and other holders of valid claims for the purpose of reaping profit.

58. Enterprise has an ascertainable structure separate and apart from the pattern of racketeering activity in which Defendants have engaged.

59. UPC has directed and controlled the ongoing organization necessary to implement its scheme and illicit business practices at meetings and through communications, of most of which SFR cannot now know because all such information lies in Defendants’ hands.

60. Enterprise derived income from a pattern of racketeering activity.

RICO Conspiracy

61. Defendants have not undertaken the practice described herein in isolation but as part of a common scheme and conspiracy.

62. Defendants have engaged in a conspiracy to generate additional profits by underpaying and denying valid claims through preparation and presentation of false reports.

63. The objects of the conspiracy are: (1) to have adjusters prepare false reports regarding the causes and the extent of damage; (b) to underpay or deny valid claims by utilizing false reports; and (c) to maximize profit of Defendants.

64. To achieve these goals, UPC instructed Adjuster Defendants and field and desk

adjusters to prepare false reports.

65. Defendants and each member of the conspiracy, with knowledge and intent, have agreed to the overall objectives of the conspiracy and participated in the common course of conduct to commit acts of fraud and indecency in preparing false reports and presenting them to claimholders in order to deny or underpay valid claims.

66. Indeed, for the conspiracy to succeed, Defendants and each co-conspirator had to agree to implement and use similar devices and fraudulent tactics against their intended targets.

67. Many instances of common conduct, activity and similar facts evidence the presence of a conspiracy, which exists among Defendants and other co-conspirators, including, but not limited to, agreements between and among Defendants and their co-conspirators to prepare false reports and to deny or underpay valid claims based on such false reports.

68. As a direct and proximate result of the conspiracy and Defendants' racketeering activities, SFR sustained damages.

Use of the Mails and Wires

69. Defendants and co-conspirators used interstate mail and telephone to communicate with insureds and claim holders who made claims for damages pursuant to insurance policies underwritten by UPC.

70. Defendants and co-conspirators utilized the mail and wires to perpetuate their fraud by sending communications to each other and the claim holders via U.S. Mail, commercial carrier, wire, or other interstate electronic media throughout the relevant period.

71. Defendants and co-conspirators have communicated false reports by U.S. Mail and electronic mail in furtherance of their scheme.

72. Defendants' and co-conspirators' misrepresentations, acts of concealment and

omissions were knowing and intentional and made for the purpose of deceiving SFR and other valid claim holders.

73. Defendants and co-conspirators either knew or recklessly disregarded that their misrepresentations and omissions in the reports were material, and that they were relied upon by SFR and other valid claim holders.

74. Defendants engaged in racketeering activity pursuant to a scheme designed to wrongfully deny valid insurance claims following Hurricane Irma and committed mail fraud under 18 U.S.C. §1341 and wire fraud under 18 U.S.C. §1343 as part and parcel of the scheme.

WHEREFORE, SFR demands judgment against Defendants for three-fold the damages sustained by SFR, including for the value of a proper and accurate adjustment, all covered losses with interest on overdue payments, costs, and attorneys' fees owed under federal and Florida law, and any other and further relief this Court deems just and proper.

SECOND CAUSE OF ACTION – BREACH OF CONTRACT

(Against UPC)

75. SFR incorporates by reference all other allegations contained in this Complaint, as if fully set forth herein.

76. Each Assignor had a policy of insurance underwritten by UPC that was in full force and effect when the covered property was damaged by Irma.

77. Each Assignor executed a valid AOB, assigning rights under the policy to SFR.

78. Through the AOB, SFR is entitled to bring a breach of contract action for each policy breached by UPC by way of UPC's systematic and fraudulent underpayment and nonpayment of valid claims.

79. SFR, and the Assignors before it, have complied with all obligations under each policy of insurance.

80. UPC failed to comply with the policies by failing to properly and accurately investigate, inspect, adjust, and pay the covered claims in accordance with the policies and Florida law.

81. UPC's breach of contract has caused damage to SFR because the claims submitted under the policies were not properly and fairly investigated, reported, and paid according to the terms of the policies. SFR is further entitled to interest, costs, and attorneys' fees.

WHEREFORE, SFR demands judgment against UPC for the value of a proper and accurate adjustment, all covered losses with interest on overdue payments, costs, and attorneys' fees owed under Florida law including F.S. 627.428 et seq., and any other and further relief this Court deems just and proper.

THIRD CAUSE OF ACTION – FRAUD

(Against All Defendants)

82. SFR incorporates by reference all other allegations contained in this Complaint, as if fully set forth herein.

83. Defendants and their co-conspirators knowingly created, or caused to be created, false adjusting reports and/or engineering reports related to claims for coverage submitted in connection with properties that suffered damage from Hurricane Irma.

84. For example, Defendants specifically instructed adjusters creating said reports to state that certain properties had not sustained wind damage from Irma, or that damage to a property was not caused by Irma. In reality, Defendants knew that the given properties had sustained covered loss as a result of Irma.

85. SFR is informed and believes that this fraud was most commonly used to underpay or deny coverage for damage to roofs. However, the full extent of Defendants' fraud is not yet known to SFR.

86. SFR relied on Defendants' fraudulent reports and their communications based on the same, which falsely stated that the adjuster had determined a given property had not sustained a covered loss, or omitted a finding that a property had sustained a covered loss (such as omitting findings that a given roof was damaged by winds from Irma), in accepting less insurance proceeds than it was entitled to under the policy.

87. The fraudulent statements and omissions by Defendants were material to SFR because they impacted coverage determinations, the scope of work performed by SFR, and SFR's decision-making process regarding pursuing a claim for coverage or not.

88. SFR was defrauded as a result of UPC's misrepresentations and omissions, as set forth above.

89. As a direct and proximate cause of Defendants' wrongful conduct, SFR has been damaged due to the failure of UPC to pay for covered repairs and replacement in an amount to be fully determined at trial.

WHEREFORE, SFR demands judgment against Defendants for the value of a proper and accurate adjustment, all covered losses with interest on overdue payments, costs, and attorneys' fees owed under Florida law, and other and further relief that this Court deems just and proper.

**FOURTH CAUSE OF ACTION – VIOLATION OF FLORIDA UNFAIR INSURANCE
TRADE PRACTICE ACT, FLA STAT. § 626.951 *ET SEQ.***

(Against UPC)

90. SFR incorporates by reference all other allegations contained in this Complaint, as if fully set forth herein.

91. Florida’s Unfair Insurance Trade Practices Act (“FUITPA”), Fla. Stat. § 626.951 *et seq.* was enacted to regulate the business of insurance in the state and define such practices in the state which constitute unfair methods of competition or unfair or deceptive acts or practices, and prohibit such practices. Fla. Stat. § 626.951(1).

92. FUITPA defines “person” to mean “any individual, corporation, association, partnership, reciprocal exchange, interinsurer, Lloyds insurer, fraternal benefit society, or business trust or any entity involved in the business of insurance.” Fla. Stat. § 626.9511(1). “Insurance policy” or “insurance contract” means a written contract of, or a written agreement for or effecting, insurance, or the certificate thereof, by whatever name called, and includes all clauses, riders, endorsements, and papers which are a part thereof. Fla. Stat. § 626.9511(2).

93. UPC is a “person” under the meaning of the statute.

94. SFR is the assignee-in-interest for each insurance policy for every Assignor identified in Exhibit B.

95. Florida law permits SFR to enforce all statutory, common law, and contractual remedies that would otherwise be available to the policyholder through a valid AOB.

96. FUITPA definition of an unfair method of competition and unfair or deceptive acts or practice includes, but is not limited to:

(i) Unfair claim settlement practices.—

2. A material misrepresentation made to an insured or any other person having an interest in the proceeds payable under such contract or policy, for the purpose and with the intent of effecting settlement of such claims, loss, or damage under such contract or policy on less favorable terms than those provided in, and contemplated by, such contract or policy; or

3. Committing or performing with such frequency as to indicate a general business practice any of the following:

a. Failing to adopt and implement standards for the proper investigation of claims;

b. Misrepresenting pertinent facts or insurance policy provisions relating to coverages at issue;

c. Failing to acknowledge and act promptly upon communications with respect to claims;

d. Denying claims without conducting reasonable investigations based upon available information;

e. Failing to affirm or deny full or partial coverage of claims, and, as to partial coverage, the dollar amount or extent of coverage, or failing to provide a written statement that the claim is being investigated, upon the written request of the insured within 30 days after proof-of-loss statements have been completed;

f. Failing to promptly provide a reasonable explanation in writing to the insured of the basis in the insurance policy, in relation to the facts or applicable law, for denial of a claim or for the offer of a compromise settlement;

g. Failing to promptly notify the insured of any additional information necessary for the processing of a claim; or

h. Failing to clearly explain the nature of the requested information and the reasons why such information is necessary.

Fla. Stat. § 626.9541(1)(i).

97. UPC's conduct, as described above, meets the definition of an unfair method of competition and unfair or deceptive act under Fla. Stat. § 626.9541(1)(i) subsection (2) and subsection (3)(a), (b), (d), and (f).

98. Upon information and belief, UPC's conduct likely violated other provisions of Fla. Stat. § 626.9541, as will be borne out in discovery.

99. UPC willfully violated each above provision of FUITPA.

100. FUITPA provides that any person who violates any provision may be fined up to \$40,000 for each willful violation, up to an aggregate amount of \$200,000 for all willful violations arising out of the same action. Fla. Stat. § 626.9521(2).

101. Each report that was modified by UPC or at UPC's instruction to add false information or to omit material information impacting valuation and denials of claims constitutes a separate action under FUITPA.

102. FUITPA provides that any remedy under that Act is cumulative to rights under the general civil and common law. Fla. Stat. § 626.9631.

WHEREFORE, SFR demands judgment against UPC for the value of a proper and accurate adjustment, all covered losses with interest on overdue payments, costs, and attorneys' fees owed under Florida law including F.S. 627.428 et seq., and other and further relief this Court deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiff SFR hereby demands a jury trial on all issues so triable.

Respectfully submitted,

**LAW OFFICE OF ROBERT N. PELIER,
P.A**

By: /s/ Robert N. Pelier

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EXHIBIT “A”



THE FOLLOWING TERMS ON BOTH SIDES ARE AGREED TO BY THE CUSTOMER & SFR SERVICES LLC (CGC#1528824 & CCC#1332477) MUST BE SIGNED BY ALL POLICYHOLDERS

SOUTHERN FLORIDA RESTORATION

Insurance: _____ Claim: _____

Adjuster Info: _____

Accepted by: _____ Printed Name: _____ Date: _____

Accepted by: _____ Printed Name: _____ Date: _____

Email: _____ Email: _____

Street/City/ ST/ ZIP: _____

Phone (home): _____ (cell): _____ Mortgage: _____

Questions can be directed to your SFR representative (Signature/Phone): _____

I, the owner of the above property, authorize SFR Services, to enter my property and provide all services and furnish all materials necessary to preserve and protect my property from further damage. Additionally, in consideration for these repairs and SFR Services' promise to provide all work approved or paid for by my insurance company, I agree to assign my insurance benefits to SFR Services, subject to the terms and conditions in this contract. This Assignment of Benefits is effective on the date last signed ("Effective Date"), between the undersigned customer(s) ("Customer") and SFR Services, LLC ("Company") (collectively, "Parties"), subject to the terms and conditions herein:

AUTHORIZATION/ACCESS: Customer authorizes Company to enter property described herein ("Property"), furnish materials, supply all equipment, and perform all labor necessary to preserve and protect the Property. Customer hereby assigns Customer's insurance claim ("Claim") to Company in consideration for Company completing the scope of work approved or otherwise paid for by Customer's insurance company ("Carrier") under Customer's insurance policy(ies) covering the Property ("Policy"). Customer is responsible for any interruption of the Services (and any related damages or claims) caused by Customer's failure or refusal to provide such access. Customer shall, within 30 days of the Carrier approving or otherwise paying for the Claim, select the specific materials and colors to be provided by Company, as limited by the Carrier's payment and/or approval of same.

ASSIGNMENT OF BENEFITS: Customer assigns all insurance rights, benefits, proceeds, claims, causes of action, and supplementary claims under all applicable insurance policies (collectively, "Benefits") to Company for the Services rendered or to be rendered by Company. Company will provide all labor and materials for the scope of work approved by or paid for by Carrier (collectively, "Services"). Company shall commence provision of the Services within 36 months of the Effective Date ("Commencement Date"). Customer directs Carrier to release all information requested by Company, its representatives, and Company's attorney to obtain the Benefits from Carrier. Customer hereby authorizes and unequivocally directs Carrier to deliver any and all payments related to the Claim solely to Company, and any and all check(s) to be made payable jointly to the Parties. Company must provide a copy of this Agreement to the Carrier within 3 business days after the date this Agreement is executed or the date on which work begins, whichever is earlier.

PAYMENT: Customer's only out-of-pocket obligations are Customer's deductible, any betterment ordered and performed approved by Customer, and any contracted work performed before this Agreement's rescission (collectively, "Customer's Obligations"). Payment terms are net-30 days to Company after Customer receives a check. Without limiting Company's rights herein, Customer agrees to pay or disburse money received from the Carrier or schedule mortgage inspections in accordance with the percentage of Company's work completed at the Property, and Company may stop work if Customer does not schedule inspections or pay or disburse such monies within 7 days of receiving such request. Customer shall pay all of Company's attorney's fees and costs incurred by Company in connection with collecting any amounts due which are related to Customer's Obligations. Company is hereby appointed as Limited Power of Attorney for the sole purpose of giving Company the power to endorse and deposit in its account any insurance or mortgage company check received as payment for authorized services which has both the Customer(s) and Company as payees. The power of attorney coupled with an interest is given as security for payment of services rendered by Company.

WARRANTY: Contingent upon full and timely payment of all amounts due, Company warrants all workmanship covered by this Agreement for two years from the earlier of (i) the date Company ceases work on the Property, or (ii) the date Company's building permit is closed (either, the "Termination Date"). To make a warranty claim, Customer must file a warranty claim directly with Company within 7 days of the cause of the claim. Company shall not be responsible for any repairs caused by or made more costly by Customer's failure to provide prompt notice of same. Upon receipt of warranty claim, Company shall be entitled, but not required, to inspect the Property (which inspection may take up to 10 business days) and otherwise investigate the warranty claim. Customer shall fully cooperate with such investigation, including without limitation, providing all requested documents, giving oral and written statements, and allowing

LIMITATION: Company is not responsible for damage caused by the acts or omissions of other parties, trades, or contractors, lightning, winds of 50+ mph, hail storms, hurricanes, tornadoes, floods, earthquakes, or other unusual phenomena of the elements; structural settlement; failure, movement, cracking or excess deflection of the roof deck; defects or failure of materials used as a roof substrate over which Company's roofing material is applied; faulty condition of parapet walls, copings, chimneys, skylights, vents, supports, or other parts of the Property; vapor condensation beneath the roof; penetrations for pitch boxes; erosion, cracking and porosity of mortar and brick; dry rot; stoppage of roof drains and gutters; penetrations of the roof from beneath by rising fasteners of any type; inadequate drainage, slope or other conditions beyond Company's control which cause ponding or standing water; any events that would be insured against in the Policy; termites or other insects, rodents, or other animals; or fire. If Customer's roof fails to maintain a watertight condition because of damage by reason of any of the foregoing, Company's warranty shall immediately become null and void unless such damage is repaired by Company, as recommended by Company, at Customer's expense. Company shall not be responsible for any damage resulting from vibrations, including without limitation interior drywall damage, nail pops, or disconnection of chimneys, flues, air ducts, ventilation shafts, exhaust vents, furnace vents, or sewer vents. Company is not responsible for damage arising from delay due to inclement weather, strikes, fires, accidents, delays in shipments or delivery of materials, or any causes beyond Company's control. Customer agrees that Company does not warrant workmanship or materials not provided by Company and is not responsible for latent defects in materials, nor for rework required as a result of the acts of others.

PERSONAL PROPERTY: Company shall not be responsible for protection of the Property, except to provide that protection which is specifically called for under the specifications provided by this Agreement. Customer shall remove, store and protect Customer's personal property during Company's work. All work shall be completed in a workmanlike manner, according to standard industry practices. The Services are subject to change upon discovery of hidden defects.

MISC: Company agrees to indemnify and hold harmless Customer from all liabilities, damages, losses, and costs, including, but not limited to, attorney fees, should the Policy subject to this Agreement prohibit, in whole or in part, the assignment of benefits. Customer hereby indemnifies and holds Company harmless for all harm related to or caused by Customer's failure or refusal to allow Company to provide Company's recommended services or to follow Company's recommended procedures. If any portion hereof is held to be invalid or unenforceable by a court of competent jurisdiction, the Parties agree that such term shall be reformed as necessary to make such term valid and enforceable while adhering as closely as possible to the original term and further agree that the remaining terms hereof shall remain in full force and effect. The Parties further waive the right to claim that they were induced to enter into this Agreement by anything except the terms hereof. This is the entire agreement between the Parties and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written, of the Parties. Company is hereby appointed as Limited Power of Attorney for the purpose of giving Company the power to hire an attorney, public adjuster, or other entities deemed necessary in the resolution of the entire claim. You have the right to cancel this agreement without penalty or fee within 14 days after the date this agreement is executed, at least 30 days after the date work on the property is scheduled to commence if the assignee has not substantially performed, or at least 30 days after the execution of the agreement if the agreement does not contain a commencement date and the assignee has not begun substantial work on the property.

YOU ARE AGREEING TO GIVE UP CERTAIN RIGHTS YOU HAVE UNDER YOUR INSURANCE POLICY TO A THIRD PARTY, WHICH MAY RESULT IN LITIGATION AGAINST YOUR INSURER. PLEASE READ AND UNDERSTAND BOTH SIDES OF THIS DOCUMENT BEFORE SIGNING IT. YOU HAVE THE RIGHT TO CANCEL THIS AGREEMENT WITHOUT PENALTY WITHIN 14 DAYS AFTER THE DATE THIS AGREEMENT IS EXECUTED, AT LEAST 30 DAYS AFTER THE DATE WORK ON THE PROPERTY IS SCHEDULED TO COMMENCE IF THE ASSIGNEE HAS NOT SUBSTANTIALLY PERFORMED, OR AT LEAST 30 DAYS AFTER THE EXECUTION OF THE AGREEMENT IF THE AGREEMENT DOES NOT CONTAIN A COMMENCEMENT DATE AND THE ASSIGNEE HAS NOT BEGUN SUBSTANTIAL WORK ON THE PROPERTY. HOWEVER, YOU ARE OBLIGATED FOR PAYMENT OF ANY CONTRACTED WORK PERFORMED BEFORE THE AGREEMENT IS RESCINDED. THIS AGREEMENT DOES NOT CHANGE YOUR OBLIGATION TO PERFORM THE DUTIES REQUIRED UNDER YOUR PROPERTY INSURANCE POLICY.

EXHIBIT “B”

First Name	Last Name	Address Line	City	Claim #	Case #	Ins Carrier	Field Adjuster Name	Desk Adjuster Name	Carrier Engineer	Date Of Loss
Al Daniels	N/A	7604 Spring Bay Cove	Orlando	4148196	2020-CA-8934	American Coastal	Kevin Bryant	Tracy Mednick		9/10/2017
Musa	Terrace	13501 Eagle Ridge Drive	Fort Myers	4143129	21-CA-81	American Coastal	Frank Shortt	Sharon Blow		9/10/2017
Muhammad & Nisreen	Tina	1100, 1200 Tropic Terrace	North Fort Myers	4145589	21-CA-003183	American Coastal	TBD	Helen Singelary		9/10/2017
Joseph & Kathleen	Brosseau	10920 OAK BEND WAY	WELLINGTON	2019FL137729	2019-CA-006200	UPC	Demetri Michelen	Cassandra Messmore		9/10/2017
Muhammad & Nisreen	Tina	2612 Country Golf Dr	WELLINGTON	2019FL223653	**UPDATED 50-2019-CA-013204-XXXX-M	UPC	Danny Schirmer	Bridgette Williams		9/10/2017
Ashley	Martin	4190 BAHIA ISLE CIR	Fort Myers	20FL0034945	21CA001871	UPC	Charlie Fisher	Joseph Falconer		9/10/2017
Brian & Leslie	Card & Blackie	7512 Cameron Circle	Estero	20FL0003730	21CA001871	UPC	Kevin Wisniewski	Ashley Burdett		9/10/2017
Sean & Jennifer	Comer-Gosling	1623 Lario Loop	Cape Coral	20FL0003523	21CA001872	UPC	David Benson	Jeff Frantzakis		12/20/2018
Mark/Helen	Steinberg	3021 SE 20th PL	Cape Coral	20FL0020647	21CA001872	UPC	TBD	Tony Thompson		9/10/2017
David	Roberts	207FL049401	Bonita Springs	20FL0002667	21CA001872	UPC	TBD	Denise Caraker		9/10/2017
Allan	Crull	22801 Glenview Ln	Venice	20FL00031055	20FL00031055	UPC	TBD	Marna Purvis		9/10/2017
Johnson	Therelias	832 Comemara Circle	Venice	19FL00004632	2020 CA 004928 NC	UPC	TBD	Denise Caraker		9/10/2017
Kenneth and Bonnie	Lifton	20628 East Silver Palm Dr	Estero	19FL00004632	2020 CA 004928 NC	UPC	TBD	Denise Caraker		9/10/2017
Joseph and Kara	Collins	4873 Wilde Pointe Dr.	Sarasota	20FL00023094	2020 CA 004832 NC	UPC	TBD	Denise Caraker		10/19/2019
Nicklaus	Coleman	1117 Deardon Dr	Venice	20FL0016278	2019-CA-002560	UPC	TBD	Denise Caraker		12/20/2018
Cony Andrews &	Lucia Issa	10387 Carolina Willow Drive	Fort Myers	20FL0002694	2020 CA 004832 NC	UPC	TBD	Josephine Burdett	US Forensic	12/20/2018
Cray	Dearden	7755 Cameron Circle	Fort Myers	20FL0003284	2021-CA-007823	UPC	TBD	William Sanders	SDI	9/10/2017
Sandy & Louis	Rogers	1756 Queen Palm	North Port	(New) 20FL00055853 / (Old) 21-CA-003414	20-CA-007823	UPC	Ryan Pifer	Cecilia Paige Gillispie	TBD	9/10/2017
Laura	Cohen	10362 SE Terrapin Place	Fort Myers	2019FL131762	19000462CAAXMX	UPC	TBD	Buddy Decandio		9/10/2017
Douglas and Patricia	Ribeiro	19851 DINNER KEY DR	Boca Raton	20FL00026856	50-2021-CA-003503-XXXX-M	UPC	taa	Donna Campbell		9/11/2017
Douglas	Able	3316 Meadow Run Cir	Venice	20FL00016621	2020-CA-004752 NC	UPC	TBD	Kelly Humphrey		9/10/2017
Douglas	McLeod	2457 SW Heronwood Rd.	Palm City	20FL027724	19-CA-00618	UPC	TBD	Cecilia Paige Gillispie	iba	4/24/2018
John	Makoni	335 SW 191st Ave	Pembroke Pines	20FL00040614	19-CA-00618	UPC	TBD	Denise Caraker		9/10/2017
Doug	Socha	4272 N Magnolia Cir	Delray Beach	20FL00098332	CA02E1009655	UPC	TBD	Denise Caraker		4/26/2020
Margaret & Christopher	Looke	21691 Red Lalan Way	Estero	19FL00008332	50-2021CA005478	UPC	Mike Feehan	Sherry Mays		9/10/2017
Theodore & Theresa	Kudlinski	2968 SE Racoon Way	Stuart	19FL121840	20-CA-007531	UPC	Ted Fiacali	April Crawford		9/10/2017
James and Lynn	Stringini	316 Wild Pine Way	Venice	20FL0025523	2019-CA-008087	UPC	Emilio Perez	Denise Caraker		9/10/2017
Asensio	Anundarain	10332 Sunstream Ln.	Boca Raton	2018FL137293	2020 CA 004825 NC	UPC	TBD	Tina Bonelon		9/10/2017
Mark & Leayne	Eble	39 RIVER DR	Venice	2019FL125338	2019-CA-006285	UPC	ibaa	Jahira Arroyo		9/10/2017
Rosalie	Bucci Puleo	17884 Old Harmony Drive	Fort Myers	19FL00011381	2019-CA-001386	UPC	Lindsay Freehan	Dave Woltzky		4/24/2018
Myrna & Gregg	Evans	8947 Cascades Isle Blvd	Fort Myers	20FL00025974	21-CA-002784	UPC	Niles Wood	April Crawford/ SR adjuster	£	9/10/2017
Mary & Donald	Harris	8947 Cascades Isle Blvd	Estero	20FL00060895	20-CA-007585	UPC	TBD	Destinee Strell		9/10/2017
Ulrich and Rosalie	Sell	7977 Megan Hammock Way	Estero	20FL00041992	21-CA-002789	UPC	TBD	Greg Foster		9/10/2017
Richard & Sara	Geier	527 Cypress Green Circle	Sarasota	20FL00061989	2021-CA-003235 NC	UPC	TBD	Geoff Bosnelli	SDI	12/20/2018
Annette	Paul	2007 Caslemaine Avenue	Wellington	20FL00028533	2021-CA-003569	UPC	Ludwig Blake	Buddy Decandio	ibd	9/10/2017
Kurt & Wendy	Holm	20412 Lario Loop	Estero	Old: 20FL00028533	20-CA-0027257	UPC	TBD	Susan Gallagher	TBD	9/10/2017
Krisnakant	Pandya	8852 Huntington Pointe Dr	Sarasota	20FL00043027	New: 20-21-CA-0027250	UPC	TBD	Destinee Shell		9/10/2017
Jacqueline	Barratt	5026 Seagrass Dr	Venice	20FL0002728	2021 CA 002159 NC	UPC	TBD	April Crawford		9/10/2017
Nell & Diana	Neuberg	12490 Eagle Pointe Cir	Fort Myers	20FL00053334	2020 CA 004917 NC	UPC	TBD	Cecilia Paige Gillispie		9/10/2017
Patricia	VanDerweide	438 NE 1st Ave	Cape Coral	20FL00053642	21-CA-002993	UPC	TBD	Josephine Burdett		9/10/2017
Thomas & Janet	Greenaway	1940 Isla De Palma Cir.	Naples	19FL00009867	11-2020-CA-003725-0001-XX	UPC	TBD	Cecilia Gillispie	Rimkus	9/10/2017
Sean & Jennifer	Comer-Gosling	747 Provincetown Dr	Naples	20FL00055579	11-2021-CA-001349-0001-XX	UPC	ibd	Denise Caraker		9/10/2017
Khang	Le	2637 Lambay Ct.	Cape Coral	20FL00055238	21CA002465	UPC	TBD	Teresa Paul	SDI	4/26/2020
Richard/Christina	Ziemba/Preisig	18907 McGrath Cir	Cape Coral	20FL0005238	21000744CA	UPC	TBD	Edwin Franco		6/25/2019
Karl and Cynthia	Uhlmann	15171 Sea Breeze Cove Cir	Port Charlotte	2019FL121754	21-CA-002771	UPC	TBD	Cecilia Paige Gillispie	Rimkus	9/10/2017
Michelle	Schafft	2106 SW 52ND ST.	Cape Coral	20FL00053011	21CA002434	UPC	TBD	Marsha Sanders	TBD	12/20/2018
Greg/Lori	Brandt	4231 SW 13th Ave	Cape Coral	2019FL220545	21CA001872	UPC	TBD	Erica Marsh		12/20/2018
Ronald & Donna	Lento	17714 Courtside Landings Cir	Punta Gorda	19FL00010131	20-CA-007559	UPC	TBD	Denise Caraker		9/10/2017
Wayne & Ida Mae	Welsh	20135 Cheestah Lane	Estero	20FL00057300	21-CA-002819	UPC	TBD	Steve Grasich		9/10/2017
Christopher	Warchol	696 Lakescene Dr	Venice	20FL00053810	2021 CA 001281 NC	UPC	TBD	Colet Evans		9/10/2017
Richard & Regina	Besse	23643 Via Carino Ln	Bonita Springs	2019FL223536	19-CA-005491	UPC	TBD	Cindy Raison		12/20/2018
Dave	Cummings	2927 Bravura Lake Dr	Cape Coral	20FL00060549	21-CA-002756	UPC	TBD	Tanner Van Dalsen	Hancock Claims Consultant	6/26/2019
Richard & Regina	Stolman	4158 Bahia Isle Circle	Sarasota	20FL00056707	2021 CA 002343 NC	UPC	TBD	Tai Nguyen		9/10/2017
Young	Young	5077 Seagrass Dr.	Wellington	20FL00037629	50-2021-CA-005715-XXXX-M	UPC	TBD	Michael Davis	SDI Global	9/10/2017
John & Tia	Young	14072 Ventanas Ct.	Venice	19FL0014558	2020 CA 005352 NC	UPC	TBD	Denise Caraker		9/10/2017
Lorraine & Jerry	Teslerio	9042 Prosperity Way	Bonita Springs	19FL00014558	20-CA-008465	UPC	TBD	Denise Caraker		9/10/2017
Leon	Bogushy	6783 Sun River Rd	Fort Myers	19FL0005266	20-CA-007904	UPC	TBD	Denise Caraker	SDI	9/10/2017
Klaus	Hackshaw	12148 Castle Pines Rd	Boynton Beach	20FL0005266	50-2021-CA-005277-XXXX-M	UPC	N/A	Sheena Gomes	N/A	9/10/2017
William And Mary	Hennert	11096 Batello Drive	Boynton Beach	20FL0005682	21-CA-006730	UPC	N/A	Destinee Shell	N/A	9/10/2017
Jamie and Joely	Nolen	11561 Plantation Preserve Cr.	Fort Myers	20FL0001716	2021 CA 002191 NC	UPC	TBD	Abby Pursley	ibd	9/10/2017
David & Kelly	Hecher	23688 Stonywyer Pl	Bonita Springs	19FL0001150	21CA002658	UPC	TBD	Christopher Tropher* McGill	TBD	9/10/2017
Matthew & Lisa	Young	20400 Lario Loop	Estero	20FL00061635	20-CA-006617	UPC	n	April Crawford		9/10/2017
Sandra	Dulay	9446 Golden Rose Way	Fort Myers	20FL00061635	21-CA-002803	UPC	n	Abby Pursley		9/10/2017
Nancy & Caroline	Trisu	5079 Winter Rose Way	Venice	20FL00060966	21-CA-002788	UPC	TBD	Dominika Van Zandt		9/10/2017
Jamie & Phillip	Munger	10253 Southsilver Palm Dr	Estero	20FL00028223	2021 CA 001347 NC	UPC	TBD	Cecilia Paige Gillispie		12/20/2018
Mike	Melby	3323 SE 18th Ave	Cape Coral	20FL00046551	21-CA-002994	UPC	TBD	Denise Caraker		9/10/2017
Sharon & Dominique	Phillips & Lempereid	3248 Village Ln	Cape Coral	19FL00015702	21000391CA	UPC	TBD	Josephine Burdett		9/10/2017
Susan	Burning	16145 Camden Lakes Circle	Naples	20FL00015702	11-2021-CA-001241-0001-XX	UPC	TBD	Michael Davis	TBD	9/10/2017
Thomas & Marilyn	Hall	2876 Grazeland Dr	Sarasota	20FL00025561	2021 CA 001227 NC	UPC	TBD	Denise Caraker		9/10/2017
Evans & Debbie	Mosshager	20170 Rookery Drive	Estero	20FL00047652	21-CA-002973	UPC	TBD	Angela Crowell		9/10/2017
		11071 Sierra Palm Ct.	Fort Myers	19FL00011881	20-CA-008381	UPC	TBD	Josephine Burdett		9/10/2017

First Name	Last Name	Address Line	City	Claim #	Case #	Ins Carrier	Field Adjuster Name	Desk Adjuster Name	Carrier Engineer	Date of Loss
Ellen	Zimmer	3432 Clubview Dr.	North Fort Myers	21FC001952	21OC001952	UPC	TBD	Josephine Burdett	TBD	9/10/2017
Cher & Denise	Kulser	9801 Mainail Ct	Fort Myers	20-CA-007557	20-CA-007557	UPC	Lari Paicatlle	Denise Caraker	SDI	9/10/2017
Karen	Winerle	3472 Sabai Springs Blvd.	North Fort Myers	21FL036783	20-CA-008463	UPC	TBD	Denise Caraker	SDI	10/20/2017
Wayne & Thomas	Schwabland & Giovannetti	6829 Sun River Rd	Boynton Beach	21FC0062983 NEW	21-CA-006910	UPC	na	Teresa Paul	SDI	4/26/2020
Norma	Colley	5209 Sequoia Ct	Cape Coral	21FC00116166	21-CA-0011770	UPC	na	Susan Gallagher	SDI	10/19/2019
Baskar Dasoud	Giuseppe Battaglia	14125 Collier Blvd.	Naples	11-2021-CA-001295-0001-XX	11-2021-CA-001295-0001-XX	UPC	Austin Chappel	Tiffany Campbell	TBD	12/20/2018
Shuyuan	Xie	120 Scombelli Ct	Jupiter	19FL0009574	20-CA-001889	UPC	TBD	Denise Caraker	TBD	9/10/2017
Robert & Stacy	McGee	20053 Sereno Meadow Ln	Estero	20FL00027371	21-CA-007824	UPC	TBD	Cecilia Paige Gillispie	TBD	6/2/2020
Robert & Donna	Roy	225 SE 47th St	Cape Coral	20FL0023705	21CA002321	UPC	TBD	Lizette Harpold	SDI	9/10/2017
William & Donna	Hickman	27191 Driftwood Dr	Bonita Springs	20FL0028584	20-CA-007631	UPC	Steven Winalis	Denise Caraker	SDI	9/10/2017
Paul & Rita	Bezjak	23640 Via Carino Ln.	Bonita Springs	20FL00034654	20-CA-007534	UPC	Ted Flocati	Chris Merritt (NA)	SDI	9/10/2017
David/Michelle	Berry	1108 Islamorada Blvd	Punta Gorda	20FL00016240	20-CA-007534	UPC	Justin Mickey	Christopher Merritt	SDI	9/10/2017
Michael & Jennifer	Brody	6379 SW Bent Oak Ct	Stuart	20FL00221653	20FL00022771	UPC	td	Sherry Mayes	SDI	12/20/2018
Bernadette	Curling	4166 Bahia Isle Circle	Wellington	20FL00022771	20FL00022771	UPC	td	Marci Mills	SDI	9/10/2017
Anthony / Cindy	Fasano / Sartzetakis	2125 Sonoma Dr E	Nokomis	20FL00039693	20FL00039693	UPC	TBD	Teresa Paul	SDI	9/10/2017
David	Hilli	5081 Seagrass Dr	Venice	20FL00016977	20FL00016977	UPC	TBD	Susan Gallagher	SDI	9/10/2017
Rebecca & Randall	Doane	11610 Landing Trce	North Palm Beach	20FL0003513	20FL0003513	UPC	TBD	Buddy Pursley	SDI	9/10/2017
Heather	Rupp	1770 Cottonwood Pl	Sarasota	20FL00025972	20FL00025972	UPC	TBD	Buddy Pursley	SDI	9/10/2017
Christopher & Amanda	Hoover	9843 Gladious Bulb Loop	Fort Myers	20FL00062094	21-CA-002721	UPC	TBD	Margaret "Miarci" Mills	SDI	9/10/2017
Timothy	Matek	11476 Sundance Ln	Boca Raton	21FL121144	21-CA-002721	UPC	td	Michael Frunzi	SDI	9/10/2017
Sean & Piera	Gonzalez	88 Allworthy St	Port Charlotte	20FL00036438	21000186CA	UPC	td	Cedric Jenkins	SDI	4/20/2020
Trang	Nguyen	14695 Indigo Lakes Cir	Naples	20FL00036438	21-2021-CA-001225-0001-XX	UPC	Daniel Reese	Sonya Pastuch	SDI	10/19/2019
Larry and Elizabeth	Shook	2948 Jeff Myers Circle	Sarasota	21FL132701	2020-CA-000496NC	UPC	TBD	Clint Sanders	SDI	12/20/2018
EDWARD/CAROLE	CASTEEL	17737 COURTSIDE LANDINGS CIR	Punta Gorda	19FL00011685	2020-CA-006635	UPC	TBD	Dominika VanZandt	SDI	6/25/2019
Robert & Debra	Fulton	20020 Lantano Loop	Estero	20FL00045306	21CA002539	UPC	TBD	Christopher "Tophier" McGill	SDI	9/10/2017
Thomas	Miller	4452 SW La Paloma Dr	Palm City	2018 FL138153	19000630CAAXMX	UPC	td	Richard Coords	SDI	9/10/2017
Paul	Burke	5665 Riviera Court	North Port	19FL130806	2021 CA 002115 NC	UPC	TBD	Veronica Lewis	SDI	10/10/2019
Anders	Sapp	12206 Honeyuckle Rd.	Fort Myers	19FL00008403	2020-CA-006395	UPC	TBD	Steve Grashic	SDI	9/10/2017
PAUL & KATHLEEN	MANNSON	523 SW 53RD TERRACE	Fort Myers	19FL130806	2020-CA-006395	UPC	TBD	Dominika VanZandt	SDI	9/10/2017
Ralph & Carolyn	CARBONARO	9600 FALCONER WAY	Cape Coral	19FL1222443	2019-CA-004504	UPC	TBD	Tyra Smith	SDI	9/10/2017
Christine	Cholewinski	8027 Kiawah Trace	Estero	20FL00085268	2020CA001386	UPC	Lindsay Masterson	Steve Grashic	Rinkus	9/10/2017
Albert	Tokarski	8231 White Rock Cir	Boynton Beach	19FL00027908	50-2020-CA-012253-XXXX-M	UPC	td	Cecilia Gillispie	td	9/10/2017
Monique	Borchetta	7346 Marsh Terrace	Port Saint Lucie	20FL00044229	21CA001854	UPC	BL	Cecilia Gillispie	td	9/10/2017
Jacquema	Wetzel	2635 Sunvale Ct.	Cape Coral	20FL00044229	21CA001228	UPC	TBD	Josephine Burdett	TBD	9/10/2017
Deborah	Bain	1739 Vesal Way	Pompano Beach	20FL0023949	CACE-19-021169	UPC	Gary Carmichael	Josephine Burdett	td	9/10/2017
Bassem	Damaly	3561 Royal Palm Drive	North Port	20FL00031529	20FL00031529	UPC	Larry	Sheena Gomes	td	9/10/2017
Charles & Deborah	Kuznitz	10653 Acolyte Court	Boynton Beach	20FL00043462	502021CA00585	UPC	td	Tai Nguyen	td	9/10/2017
Michael & Charlotte	Khatib	20220 Rookery Drive	Wellington	20FL00076885	2019-CA-006306	UPC	Al Chavez	Cassandra Messore	TBD	9/10/2017
Charles & Deborah	Cafrarelli	11127 Yellow Poplar Dr.	Fort Myers	20FL00029051	20-CA-007585	UPC	TBD	Cecilia Paige Gillispie	TBD	9/10/2017
Neil	Deogracias	10418 Canary Isle Dr.	Fort Myers	20FL00029051	21CA002175	UPC	Kevin Wisniewski	Josephine Burdett	SDI	4/20/2020
Mary Beth & Stephen	Peterson	9780 Mainsail Ct	Tampa	19FL00011833	21-CA-004987	UPC	td	Lizette Harpold	SDI	9/10/2017
Gus / Janet	Gast / Lopez	4276 NW 57th Dr.	Pompano Beach	19FL00130376	20-CA-006895	UPC	td	Abby Pursley	SDI	9/10/2017
Stefan & Danielle	Damiano	18366 LA SERENA DR	Fort Myers	20FL0057635	NEW: 20FL00038130	UPC	td	Sheena Gomes	SDI	9/10/2017
Mark and Margaret	Mekler	18568 Ocean Mist dr	Cape Coral	19FL0014340	20FL0002585	UPC	td	Sheena Gomes	SDI	9/10/2017
Catherine	Rossi	2450 Verdmont Ct	Boca Raton	20FL00230789	CACE20012585	UPC	td	Sheena Gomes	SDI	9/10/2017
Murray & Charlotte	(Wagner) formerly Carr / Koch	2701 Via Presidio	North Fort Myers	20FL00061522	50-2020-CA-012803-XXXX-M	UPC	td	Cecilia Paige Gillispie	SDI	9/10/2017
Gregory & Kim	Greenberg	12239 Callaway Gardens Rd	Boynton Beach	20FL00061522	20-CA-005038	UPC	td	Marina Purvis	SDI	9/10/2017
Roland & Paula	Mason	2824 SW Bear Run Trail	Fort Myers	20FL00061522	20-CA-007485	UPC	td	Dominika VanZandt	SDI	12/20/2018
Ronald & Donnalee	Dupree & Philpott	3234 Meadow Run Dr	Fort Myers	19FL136688	21-CA-006817	UPC	td	Abby Pursley	SDI	9/10/2017
Alice & Brian	Helbocki	18131 Creekside View Dr	Venice	19FL00005945	2019-CA-000604	UPC	td	Victoria Snovel	SDI	9/10/2017
Ann	Oberdorf & Dextrateur	1432 S Brandywine Cir	Fort Myers	20FL00024683	2019-CA-002157 NC	UPC	td	Cecilia Paige Gillispie	SDI	9/10/2017
John/Aileen	Law	15425 Take Off Pl	Wellington	20FL0026785	21-CA-2464	UPC	td	Denise Caraker	SDI	9/10/2017
Chris	Curnisky	2878 Valencia Way	Fort Myers	19FL00012218	2019-CA-010625	UPC	td	Robert Reister	SDI	5/13/2018
John & Joyce	Anderson	3081 King Tarpon Dr.	Punta Gorda	19FL00010876	2019-CA-007767	UPC	td	Cecilia Paige Gillispie	Rinkus	9/10/2017
Glenn & Joanne	Blair	3700 Glenn Oaks Manor Dr	Sarasota	20FL00025969	21000395CA/2021-CA-00421	UPC	td	Sheena Gomes	SDI	9/10/2017
Paul Ann	Haig	1508 Islamorada Blvd	Punta Gorda	20FL00017556	2020 CA 004202 NC	UPC	td	Sheena Gomes	SDI	9/10/2017
Yani Ann	Roy	3865 Treasure Cove Circle	Naples	19FL00010168	21000437CA	UPC	td	Marina Purvis	SDI	9/10/2017
Frank & Dorothy	Wyckoff	2001 King Tarpon Dr.	Punta Gorda	20FL00019317	11-2020-CA-002994-0001-XX	UPC	Ken Jarvis	Cecilia Paige Gillispie	SDI	9/10/2017
Arthur	Binka	3744 SW Jammos St.	Port Saint Lucie	20FL00057603	21000197CA	UPC	td	Denise Caraker	SDI	10/19/2019
Richard/Carole	Townsend	9080 Springview Loop	Esler	20FL00025429	2021CA000312	UPC	td	Denise Caraker	SDI	4/5/2019
Dianna	Casey	4949 Sabal Lake Circle	Sarasota	20FL00043225	20FL00029191	UPC	na	Margaret "Miarci" Mills	SDI	9/10/2017
John	Ford	8076 Tiger Lilly Dr.	Punta Gorda	20FL00038586	2021 CA 002287 NC	UPC	TBD	Cecilia Paige Gillispie	SDI	9/10/2017
John & Wendy	Lohmiller	5031 Southern Pine Cir	Venice	19FL131341	2021 CA 000725 NC	UPC	td	Dominika Van Zandt	Rinkus	9/10/2017
Michael & Marie	Agriola	17726 Courtside Landings Cir	Punta Gorda	20FL00046235	2021 CA 000725 NC	UPC	Matthew Hibbs	Denise Caraker	SDI	9/10/2017
Patrick	Sindaco	4191 Hearstone Dr	Sarasota	20FL00061497	21-CA-002732	UPC	td	Josephine Burdett	SDI	9/10/2017
Rick & David	Brown	3828 Ruby Way	Naples	20FL00019918	20FL0002149 NC	UPC	George Small	Margaret "Miarci" Mills	SDI	9/10/2017
Stewart & Cynthia	Komiss	431 E Cornellus Cir	Naples	20FL00030575	11-2020-CA-003179-0001-XX	UPC	Ted Flocati	Abby Pursley	SDI	4/24/2020
Mark	Cluburn	12831 Eagle Pointe Circle	Sarasota	20FL00024739	2021 CA 002447 NC	UPC	TBD	Lizette Harpold	SDI	9/10/2017
Brandon & Kellie	Piovenzo	2999 SW Hatteras Ct	Fort Myers	20FL00022788	2019-CA-001732	UPC	td	Denise Caraker	SDI	9/10/2017
	Jacoby	2215 SE 19th Pl	Cape Coral	20FL00032702	2019-CA-000632 (Martin Cou)	UPC	td	Ricky	TBD	9/10/2017

First Name	Last Name	Address Line	City	Claim #	Case #	Ins Carrier	Field Adjuster Name	Desk Adjuster Name	Carrier/Engineer	Date of Loss
Anthony & Lisa, Mike & Chris	Accardi, Mirca	9116 Links Dr.	Fort Myers	19FL00010830	21CA002139	UPC	TBD	Cecilia Paige Gillispie		9/10/2017
Joyce	Ingrassia	5035 Seagrass Dr	Venice	20FL00022063	2021 CA 001208 NC	UPC	TBD	Abby Pursley		9/10/2017
Bruce & Irene	Keller	3505 Harbor Blvd	Port Charlotte	20FL00044960	21000510CA	UPC	TBD	Michael Davis		9/10/2017
Garry	Gilroy	4927 SW 8TH PL	Cape Coral	19FL00011687	21-CA-003508	UPC	TBD	Denise Caraker		9/10/2017
Annette	Roberson	2004 Castlemaine Ave	Estero	20FL00025985	20-CA-007448	UPC	TBD	John Oden	EFI	9/10/2017
James and Barbara	Kutch	2881 Seasons Blvd	Sarasota	19FL00009748	20-CA-005391 NC	UPC	TBD	Denise Caraker		9/10/2017
Jason	Murczek	2741 Harvest Drive	Sarasota	19FL0001437	20-CA-008408	UPC	TBD	Tyra Sampson		9/10/2017
Merion	Sims	1127 Dearborn Dr	Venice	20FL00034843	2021 CA 000827 NC	UPC	TBD	Merina Purvis		9/10/2017
Karen	Bayly	7536 Cameron Circle	Fort Myers	2019FL131168	21-CA-003742	UPC	Craig Smith	Cecilia Paige Gillispie		9/10/2017
Luis	Bacilio	1308 Islamorada Blvd	Punta Gorda	20FL00016783	20-CA-007355	UPC	td	Susan Gallagher		9/10/2017
Howard	Lewisburry	4685 Country Manor Dr	Sarasota	2019FL121777	2019-CA-002691	UPC	Ryan Pate	Margaret Mills		9/10/2017
Theodore & Rosalie	Koller	6833 Grenelle Rd	Boynton Beach	20FL00021694	21-CA-006589	UPC	TBD	Cecilia Paige Gillispie		9/10/2017
Kathleen and Phillip	McLaughlin	23956 Creek Branch Ln	Bonita Springs	20FL00017093	21-CA-002301	UPC	TBD	Cecilia Paige Gillispie		9/10/2017
Sheila	Kavanagh	4773 Duchamp Dr	Nokomis	20FL00018390	2020 CA 004964 NC	UPC	George Small	Josephine Burdett		9/10/2017
Lilian	Milton	118 Cocopum Cr.	West Palm Beach	20FL00039346	OLD: 2019F 50-2020-CA-004329-XXXX-W UPC	UPC	TBD	Randi Hussain	SDI	10/19/2019
Chuck	Bernald	141 Lookout Point Dr	Osprey	20FL00019768	10/19/2015 2021 CA 001707 NC	UPC	TBD	Christopher Merritt	SDI	9/10/2017
Pablo and Orietta	Vergara	6568 Plantation Preserve Cr.	Fort Myers	2019FL233368	20-CA-002760	UPC	TBD	Tai Nguyen		9/10/2017
Gary and Florence	Rauschkolb	6868 Genelefe rd	Boynton Beach	20FL00045952	21-CA-006175	UPC	td	Denise Caraker		12/20/2018
PEGGY	PURDY	1628 PALMETTO PALM WAY	North Port	19FL00009467	2021 CA 000733 NC	UPC	TBD	Abby Pursley		9/10/2017
Annette	Wilkins	10641 Royal Caribbean Cir	Boynton Beach	NEW: 2017FL049491	OLD: 21-CA-006035	UPC	N/A	Michael Davis	N/A	9/10/2017
James & Denise	Bartlett	2158 SW Balata Terr	Palm City	2019FL122742	20000105CAAXMX	UPC	td	Abby Pursley		9/10/2017
Peter/Sharon	Feindel	1400 Islamorada Blvd.	Punta Gorda	20FL00016756	20-CA-007483	UPC	td	Margaret Mills		9/10/2017
Brad & Danielle	Black	14695 Indigo Lakes Cir.	Naples	20FL00041771	NEW/ 2019F 11-2021-CA-000500-0001-XX UPC	UPC	TBD	Denise Caraker		9/10/2017
Phyllis	Lucca	704 Grassy Oaks Dr.	Venice	19FL00003948	20-CA-005136 NC	UPC	n/a	Denise Caraker		9/10/2017
Michael and Susan	Linder	10824 Santa Laguna Dr	Boca Raton	2019FL128420	50-2020-CA-003224-XXXX-W UPC	UPC	TBD	Teresa Paul		9/10/2017
Mark	Kodner	3682 Treasure Cove Circle	Naples	20FL00019467	11-2020-CA-003532-0001-XX UPC	UPC	TBD	Denise Caraker	TBD	9/10/2017
Eilyn	Pascoe	20083 Castlemaine Ave.	Estero	20FL00037775	NEW OLD: 20 CA 004721 NC	UPC	TBD	Cecilia Paige Gillispie		9/10/2017
Donald & Linda	Gilligan	5078 Seagrass Dr	Venice	20FL00027711	2020 CA 004721 NC	UPC	TBD	Denise Caraker		9/10/2017
Glenn/Sheryl	Boden	1405 Islamorada Blvd	Punta Gorda	20FL00024000	21000309CA (NEEDS TO BE UPC	UPC	td	Angela Crowell		9/10/2017
James and Cheryl	Barnett	509 Monterey St	Cape Coral	20FL00051409	21CC002033	UPC	TBD	Michael Davis	TBD	9/10/2017
Constance & Donald	Henshaw	20560 Rookery Dr.	Estero	19FL00003783	20-CA-006277	UPC	TBD	Cecilia Gillispie		9/10/2017
Ferhana & Khaza	Chowdhury	5596 Briarcliff Rd.	Fort Myers	19FL00007192	20-CA-007853	UPC	TBD	Denise Caraker		4/19/2019
Ester & Lonnie	Effer & L.Perez	6733 Sun River Rd	Boynton Beach	20FL00054365	21-CA-008254	UPC	N/A	Margaret "Marcy" Mills	N/A	9/10/2017
Gregory & Ingrid	Neu & Chisphonite	12942 Turtle Cove Trail	North Fort Myers	20FL00038521	20-CA-007680	UPC	Kevin	Buddy Decandolo	TBD	9/10/2017
Michael	Padula	2613 SW 41st Ter	Cape Coral	20FL00037710	NEW 2017/ 20-CA-006580	UPC	Kevin Wisniewski	Denise Caraker	TBD	9/10/2017
Douglas & Kimberly	Rosending	8512 Chatham Street	Fort Myers	20FL00041633	21-CA-002752	UPC	TBD	Angela Crowell	TBD	9/10/2017
THOMAS/BARBARA	BARBIERI	21668 MASTERS CIR.	Estero	20FL00024864	21-CA-001734	UPC	TBD	Susan Gallagher		9/10/2017
Richard & Mary	Gay	144 Livermore Ln.	Naples	20FL00030176	11-2020-CA-003684-0001-XX UPC	UPC	TBD	Lee Rasmussen		12/20/2018
Sengly	Eng	1440 Quail Lake Dr	Venice	2019FL131871	2019-CA-005248	UPC	TBD	Anna Hoch		9/11/2017
Bella Lago	John McCarty	6685 Forest Hill Blvd #207	West Palm Beach	2019FL131871	50-2019-CA-008256-XXXX-W UPC	UPC	TBD	Cecilia Paige Gillispie	tda	12/20/2018
MariBeth	Punam	805 Wood Sorrel Ln	Venice	2FL000019327	2020 CA 004735 NC	UPC	tda	Denise Caraker		9/10/2017
Maria and Anthony	Strada	4153 bluff harbor way	wellington	2FL00091221	NEW OLD: ; 21-CA-005713	UPC	tda	Cecilia Gillispie		9/10/2017
Stephan & Susan	Flagstad	1403 Islamorada Blvd	Punta Gorda	20FL00023757	20-CA-007456	UPC	tda	Josephine Burdett		9/10/2017
Alissen	Coffman (Inheritor)	4317 Pine Meadow Ter	Sarasota	20FL00051706	2021 CA 003218 NC	UPC	TBD	Michael Davis		9/10/2017
Jay	Schwarzer	20052 Serene Meadow Lane	Estero	20FL00045191	20-CA-007845	UPC	TBD	Yolanda Turner		8/9/2020
Aniceto & Iralda	Santos	104 Maple Ave N	Lehigh Acres	20FL00053637	21-CA-003106	UPC	TBD	Christopher "Toph" McGill		9/10/2017
Ernest & Barbara	Eigenbrode	22 Lancashire Pl	Naples	19FL00005672	11-2020-CA-003514-0001-XX UPC	UPC	td	Cecilia Paige Gillispie		9/10/2017
James & Roberta	Kane	12731 Water Oak Dr	Estero	2018FL021560	new 20FL00 20-CA-008360	UPC	TBD	Josephine Burdett		9/10/2017
James & Terry	McMenamy	477 Lake of the Woods Dr	Fort Myers	20FL00052057	21-CA-002926	UPC	TBD	Denise Caraker		9/10/2017
Stephen	Kutch	10100 Salisbury Ct	Venice	20FL00030427	2021 CA 001327 NC	UPC	td	Denise Caraker		9/10/2017
Michael	Kutch	6664 Deering Cir	Sarasota	19FL00015694	2020 CA 004771 NC	UPC	TBD	Denise Caraker		9/10/2017
Ben	Croce	4010 Cape Cole Blvd.	Punta Gorda	2019FL133475	2020-CA-005430	UPC	Niles Wood	Denise Caraker		9/10/2017
Paul & Lisa	Tritle	8969 Spring Mountain Way	Fort Myers	20FL00085633	NEW OLD: 21-CA-003512	UPC	TBD	Denise Caraker		9/10/2017
David	Dessus	4614 SW 21st Pl.	Cape Coral	2019FL125461	(New 20FL00 2019-CA-006263	UPC	TBD	Sonya Rudolph		9/10/2017

EXHIBIT “C”



UPC Insurance (NASDAQ: UIHC)

800 2nd Avenue S.
St. Petersburg, FL 337011
888-CLM-DEPT

Insured: JOAN OCONNOR
Property: 11014 LAKELAND CIR
FORT MYERS, FL 33913
Home: 11014 LAKELAND CIR
FORT MYERS, FL 33913

Other: (239) 561-7795
Home: (239) 561-7795
E-mail: MOCONNOR2@COMCAST.NET

Claim Rep.: Christy Connell

Estimator: Niles Wood

Reference:
Company: UPC Insurance (NASDAQ: UIHC)
Business: 800 2nd Avenue S.
St. Petersburg, FL 33701-1

Business: (888) 256-3378

Claim Number: 2019FL125591 **Policy Number:** UHV265949205 **Type of Loss:** Wind

Date Contacted: 4/16/2019
Date of Loss: 9/10/2017 2:00 AM Date Received: 4/15/2019 2:00 AM
Date Inspected: 4/19/2019 Date Entered: 4/16/2019 6:16 AM
Date Est. Completed: 4/19/2019 10:36 AM

Price List: FLFM8X_APR19
Restoration/Service/Remodel
Estimate: JOAN_OCONNOR

We completed an estimate of repair for covered damages to your property. Please note, depreciation may be applied to your estimate based on the age and/or condition of the damaged property. If your policy provides for replacement cost coverage, refer to your policy for specific time limits to make claim for recoverable depreciation. Your applicable policy deductible will be deducted from any payment.
We do not direct or warranty the work of any contractor/repair providers, whether referred by us or not. It is your decision on who to hire and to ensure any repairs are done to your satisfaction.
If you believe repairs will exceed this estimate, contact us immediately. No additional payment will be issued without our review and approval. Approval must be provided by us prior to any repair.
Should you receive a repair estimate which exceeds this estimate, please forward this information to us at:
Address: UPC Insurance, P.O Box 1011, St. Petersburg, FL 33731-1011
Email: claims@upcinsurance.com.
Thank you for the opportunity to service your claim. If you have any questions, please contact us.



UPC Insurance (NASDAQ: UIHC)

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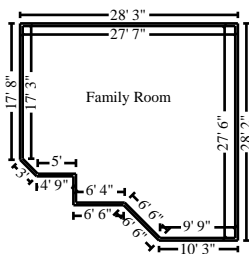
JOAN_OCONNOR

Claim #2019FL125591

Dwelling - Exterior

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
1. Drip edge/gutter apron	257.80 LF	2.82	14.41	145.40	886.81	(506.74)	380.07
2. Detach & Reset Gutter - aluminum - up to 5"*	240.16 LF	2.68	0.00	128.72	772.35	(0.00)	772.35
Seamless gutter box installed through drip edge/gutter apron with gutter hangers.							
3. Bird stop - Eave closure strip for tile roofing - metal	240.16 LF	3.95	24.51	189.72	1,162.86	(465.13)	697.73
4. Tear off, haul and dispose of tile roofing	31.43 SQ	204.60	0.00	1,286.12	7,716.70	(0.00)	7,716.70
5. Remove Roll roofing - hot mop application	31.43 SQ	73.04	0.00	459.14	2,754.79	(0.00)	2,754.79
6. Re-nailing of roof sheathing - complete re-nail	3,142.85 SF	0.29	4.09	182.28	1,097.80	(0.00)	1,097.80
This item did not previously exist or expands the scope of repairs, but is required by current building codes. The code upgrade cost is payable when incurred, subject to limits.							
7. Roll roofing - hot mop application	31.43 SQ	170.18	128.22	1,069.76	6,546.74	(4,910.06)	1,636.68
8. Tile roofing - Concrete - "S" or flat tile	36.14 SQ	644.72	384.34	4,660.04	28,344.56	(11,337.83)	17,006.73
9. Hip & ridge nailer board for tile roofing - channel metal	248.20 LF	3.24	25.81	160.84	990.82	(132.10)	858.72
10. R&R Ridge / Hip / Rake cap - tile roofing	265.83 LF	17.38	119.92	924.04	5,664.08	(1,719.52)	3,944.56
11. Valley metal	42.63 LF	5.82	4.96	49.62	302.69	(172.97)	129.72
12. Flat roof exhaust vent / cap - gooseneck 8"	1.00 EA	84.86	1.76	16.98	103.60	(59.20)	44.40
13. Prime & paint roof vent	1.00 EA	30.63	0.46	6.12	37.21	(12.40)	24.81
14. Flashing - pipe jack - lead	3.00 EA	73.76	7.33	44.26	272.87	(155.94)	116.93
15. Prime & paint roof jack	3.00 EA	34.86	1.38	20.92	126.88	(42.30)	84.58
Totals: Roof			713.10	9,161.68	55,682.96	19,514.19	36,168.77
Total: Dwelling - Exterior			713.10	9,161.68	55,682.96	19,514.19	36,168.77

Dwelling - Interior



Family Room

Height: 9' 10"

1045.62 SF Walls	659.45 SF Ceiling
1705.07 SF Walls & Ceiling	659.45 SF Floor
73.27 SY Flooring	106.33 LF Floor Perimeter
106.33 LF Ceil. Perimeter	


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DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
16. Contents - move out then reset - Large room	1.00 EA	68.70	0.00	13.74	82.44	(0.00)	82.44
17. Floor protection - self-adhesive plastic film	659.45 SF	0.55	5.14	72.54	440.38	(0.00)	440.38
18. Mask and prep for paint - plastic, paper, tape (per LF)	106.33 LF	1.19	1.59	25.30	153.42	(0.00)	153.42
19. R&R 5/8" drywall - hung, taped, floated, ready for paint	32.00 SF	2.36	1.10	15.10	91.72	(4.99)	86.73
20. R&R Blown-in insulation - 10" depth - R26	32.00 SF	1.64	1.06	10.50	64.04	(1.95)	62.09
21. Scrape part of the ceiling & prep for paint	627.45 SF	0.55	0.41	69.02	414.53	(0.00)	414.53
22. Texture drywall - light hand texture	659.45 SF	0.48	2.57	63.30	382.41	(25.49)	356.92
23. Seal/prime then paint the ceiling twice (3 coats)	659.45 SF	1.11	10.29	146.40	888.68	(296.23)	592.45
24. Ceiling fan - Detach & reset	2.00 EA	149.06	0.00	59.62	357.74	(0.00)	357.74
25. Recessed light fixture - Detach & reset trim only	6.00 EA	2.28	0.00	2.74	16.42	(0.00)	16.42
26. Mask and cover light fixture	6.00 EA	12.15	0.24	14.58	87.72	(0.00)	87.72
27. Heat/AC register - Mechanically attached - Detach & reset	4.00 EA	11.72	0.00	9.38	56.26	(0.00)	56.26
28. Final cleaning - construction - Residential	659.45 SF	0.20	0.00	26.38	158.27	(0.00)	158.27
Totals: Family Room			22.40	528.60	3,194.03	328.66	2,865.37
Total: Dwelling - Interior			22.40	528.60	3,194.03	328.66	2,865.37

Debris Removal

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
29. Haul debris - per pickup truck load - including dump fees	1.00 EA	133.59	0.00	26.72	160.31	(0.00)	160.31
This item is included for job site waste disposal. Roofing disposal is included under the roof section of this estimate.							
Totals: Debris Removal			0.00	26.72	160.31	0.00	160.31
Total: Claim #2019FL125591			735.50	9,717.00	59,037.30	19,842.85	39,194.45
Line Item Totals: JOAN_OCONNOR			735.50	9,717.00	59,037.30	19,842.85	39,194.45



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Grand Total Areas:

1,045.62 SF Walls	659.45 SF Ceiling	1,705.07 SF Walls and Ceiling
659.45 SF Floor	73.27 SY Flooring	106.33 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	106.33 LF Ceil. Perimeter
659.45 Floor Area	695.32 Total Area	1,045.62 Interior Wall Area
4,072.37 Exterior Wall Area	350.33 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	257.80 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	

Coverage	Item Total	%	ACV Total	%
Covg A-Homeowner Dwelling	59,037.30	100.00%	39,194.45	100.00%
Covg A-Homeowner Dwelling - Code Upgrade	0.00	0.00%	0.00	0.00%
Covg B	0.00	0.00%	0.00	0.00%
Covg C	0.00	0.00%	0.00	0.00%
Covg D	0.00	0.00%	0.00	0.00%
Total	59,037.30	100.00%	39,194.45	100.00%



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Summary for Covg A-Homeowner Dwelling

Line Item Total	48,584.80
Overhead	4,858.50
Profit	4,858.50
Material Sales Tax	735.50
	\$59,037.30
Replacement Cost Value	\$59,037.30
Less Depreciation	(19,842.85)
	\$39,194.45
Actual Cash Value	\$39,194.45
Less Deductible	(6,080.00)
	\$33,114.45
Net Claim	\$33,114.45
	\$33,114.45
Total Recoverable Depreciation	19,842.85
	19,842.85
Net Claim if Depreciation is Recovered	\$52,957.30
	\$52,957.30

Niles Wood



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Summary for Covg A-Homeowner Dwelling - Code Upgrade

Line Item Total	0.00
Replacement Cost Value	\$0.00
Net Claim	\$0.00

Covg A-Homeowner Dwelling - Code Upgrade Paid When Incurred

Line Item Total	911.43
Overhead	91.14
Profit	91.14
Material Sales Tax	4.09
Replacement Cost Value	\$1,097.80
Total Paid When Incurred	\$1,097.80

Covg A-Homeowner Dwelling - Additional Coverage Limit Recap

Description	Single Item Limit	Aggregate Limit	RCV	Overage
Covg A-Homeowner Dwelling - Code Upgrade	\$3,040.00	\$3,040.00	\$1,097.80	\$0.00
			\$1,097.80	\$0.00

Niles Wood



UPC Insurance (NASDAQ: UIHC)

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Recap of Taxes, Overhead and Profit

	Overhead (10%)	Profit (10%)	Material Sales Tax (6.5%)	Laundering Tax (2%)	Manuf. Home Tax (6%)	Storage Rental Tax (6.5%)
Line Items	4,858.50	4,858.50	735.50	0.00	0.00	0.00
Total	4,858.50	4,858.50	735.50	0.00	0.00	0.00



UPC Insurance (NASDAQ: UIHC)

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Recap by Room

Estimate: JOAN_OCONNOR

Area: Claim #2019FL125591

Area: Dwelling - Exterior

Roof			45,808.18	94.29%
Coverage: Covg A-Homeowner Dwelling	100.00%	=	45,808.18	

Area Subtotal: Dwelling - Exterior			45,808.18	94.29%
Coverage: Covg A-Homeowner Dwelling	100.00%	=	45,808.18	

Area: Dwelling - Interior

Family Room			2,643.03	5.44%
Coverage: Covg A-Homeowner Dwelling	100.00%	=	2,643.03	

Area Subtotal: Dwelling - Interior			2,643.03	5.44%
Coverage: Covg A-Homeowner Dwelling	100.00%	=	2,643.03	

Debris Removal			133.59	0.27%
Coverage: Covg A-Homeowner Dwelling	100.00%	=	133.59	

Area Subtotal: Claim #2019FL125591			48,584.80	100.00%
Coverage: Covg A-Homeowner Dwelling	100.00%	=	48,584.80	

Subtotal of Areas			48,584.80	100.00%
Coverage: Covg A-Homeowner Dwelling	100.00%	=	48,584.80	

Total			48,584.80	100.00%
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UPC Insurance (NASDAQ: UIHC)

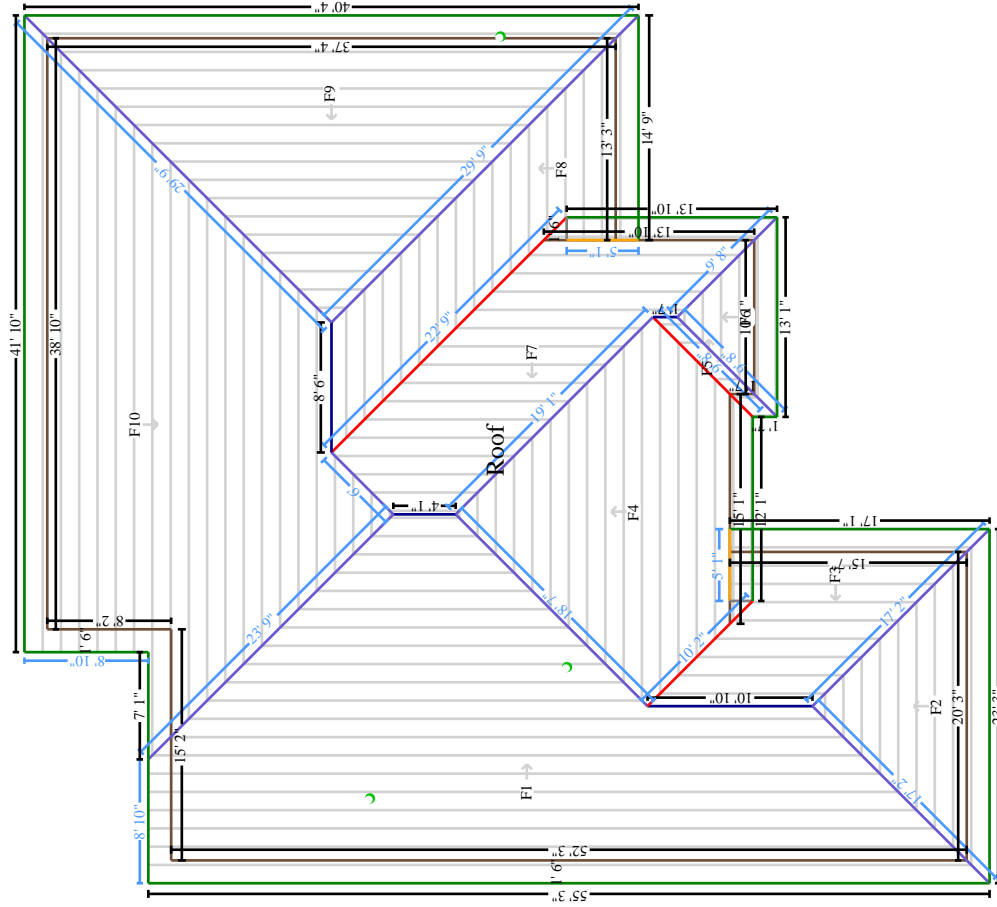
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St. Petersburg, FL 337011
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Recap by Category with Depreciation

O&P Items				RCV	Deprec.	ACV
CLEANING				131.89		131.89
Coverage: Covg A-Homeowner Dwelling	@	100.00%	=	131.89		
CONTENT MANIPULATION				68.70		68.70
Coverage: Covg A-Homeowner Dwelling	@	100.00%	=	68.70		
GENERAL DEMOLITION				10,040.77		10,040.77
Coverage: Covg A-Homeowner Dwelling	@	100.00%	=	10,040.77		
DRYWALL				377.98	25.20	352.78
Coverage: Covg A-Homeowner Dwelling	@	100.00%	=	377.98		
HEAT, VENT & AIR CONDITIONING				46.88		46.88
Coverage: Covg A-Homeowner Dwelling	@	100.00%	=	46.88		
INSULATION				23.36	1.56	21.80
Coverage: Covg A-Homeowner Dwelling	@	100.00%	=	23.36		
LIGHT FIXTURES				311.80		311.80
Coverage: Covg A-Homeowner Dwelling	@	100.00%	=	311.80		
PAINTING				1,774.43	289.07	1,485.36
Coverage: Covg A-Homeowner Dwelling	@	100.00%	=	1,774.43		
ROOFING				35,165.36	15,943.41	19,221.95
Coverage: Covg A-Homeowner Dwelling	@	100.00%	=	35,165.36		
SOFFIT, FASCIA, & GUTTER				643.63		643.63
Coverage: Covg A-Homeowner Dwelling	@	100.00%	=	643.63		
O&P Items Subtotal				48,584.80	16,259.24	32,325.56
Overhead				4,858.50	1,625.94	3,232.56
Coverage: Covg A-Homeowner Dwelling	@	100.00%	=	4,858.50		
Profit				4,858.50	1,625.94	3,232.56
Coverage: Covg A-Homeowner Dwelling	@	100.00%	=	4,858.50		
Material Sales Tax				735.50	331.73	403.77
Coverage: Covg A-Homeowner Dwelling	@	100.00%	=	735.50		
Total				59,037.30	19,842.85	39,194.45



Dwelling - Exterior





Dwelling - Interior

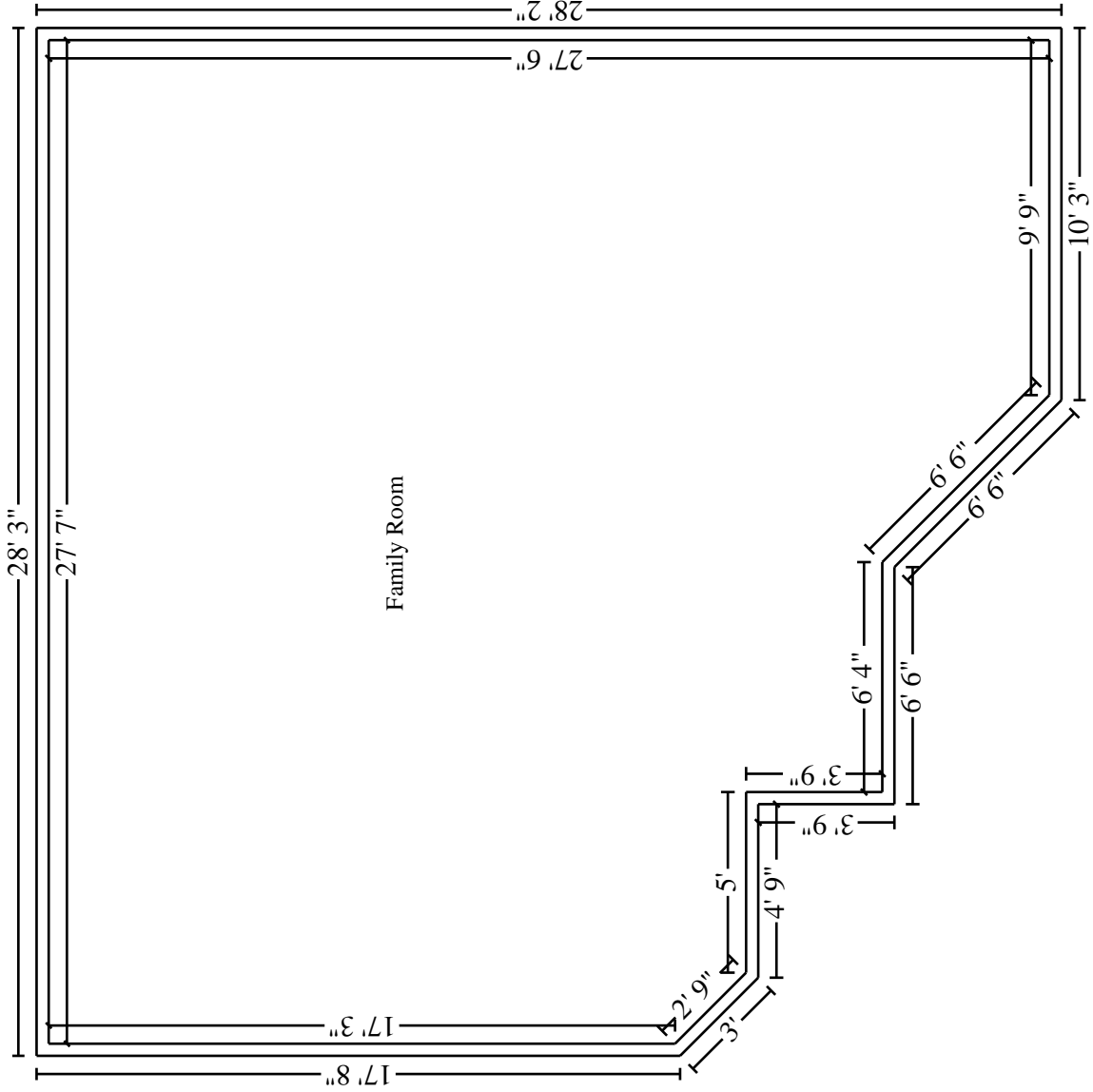


EXHIBIT “D”



UPC Insurance (NASDAQ: UIHC)

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Insured: JOAN OCONNOR
Property: 11014 LAKELAND CIR
FORT MYERS, FL 33913
Home: 11014 LAKELAND CIR
FORT MYERS, FL 33913

Other: (239) 561-7795
Home: (239) 561-7795
E-mail: MOCNNOR2@COMCAST.NET

Claim Rep.: Christy Connell

Estimator: Niles Wood

Reference:
Company: UPC Insurance (NASDAQ: UIHC)
Business: 800 2nd Avenue S.
St. Petersburg, FL 33701-1

Business: (888) 256-3378

Claim Number: 2019FL125591 **Policy Number:** UHV265949205 **Type of Loss:** Wind

Date Contacted: 4/16/2019
Date of Loss: 9/10/2017 2:00 AM Date Received: 4/15/2019 2:00 AM
Date Inspected: 4/19/2019 Date Entered: 4/16/2019 6:16 AM
Date Est. Completed: 7/8/2019 8:38 AM

Price List: FLFM8X_APR19
Restoration/Service/Remodel
Estimate: JOAN_OCONNOR

We completed an estimate of repair for covered damages to your property. Please note, depreciation may be applied to your estimate based on the age and/or condition of the damaged property. If your policy provides for replacement cost coverage, refer to your policy for specific time limits to make claim for recoverable depreciation. Your applicable policy deductible will be deducted from any payment.
We do not direct or warranty the work of any contractor/repair providers, whether referred by us or not. It is your decision on who to hire and to ensure any repairs are done to your satisfaction.
If you believe repairs will exceed this estimate, contact us immediately. No additional payment will be issued without our review and approval. Approval must be provided by us prior to any repair.
Should you receive a repair estimate which exceeds this estimate, please forward this information to us at:
Address: UPC Insurance, P.O Box 1011, St. Petersburg, FL 33731-1011
Email: claims@upcinsurance.com.
Thank you for the opportunity to service your claim. If you have any questions, please contact us.



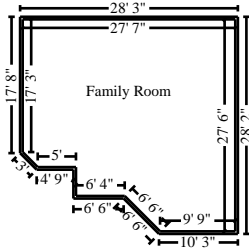
UPC Insurance (NASDAQ: UIHC)

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JOAN_OCONNOR

Claim #2019FL125591

Dwelling - Interior



Family Room

Height: 9' 10"

1045.62 SF Walls
 1705.07 SF Walls & Ceiling
 73.27 SY Flooring
 106.33 LF Ceil. Perimeter

659.45 SF Ceiling
 659.45 SF Floor
 106.33 LF Floor Perimeter

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
1. Contents - move out then reset - Large room	1.00 EA	68.70	0.00	13.74	82.44	(0.00)	82.44
2. Floor protection - self-adhesive plastic film	659.45 SF	0.55	5.14	72.54	440.38	(0.00)	440.38
3. Mask and prep for paint - plastic, paper, tape (per LF)	106.33 LF	1.19	1.59	25.30	153.42	(0.00)	153.42
4. R&R 5/8" drywall - hung, taped, floated, ready for paint	32.00 SF	2.36	1.10	15.10	91.72	(4.99)	86.73
5. R&R Blown-in insulation - 10" depth - R26	32.00 SF	1.64	1.06	10.50	64.04	(1.95)	62.09
6. Scrape part of the ceiling & prep for paint	627.45 SF	0.55	0.41	69.02	414.53	(0.00)	414.53
7. Texture drywall - light hand texture	659.45 SF	0.48	2.57	63.30	382.41	(25.49)	356.92
8. Seal/prime then paint the ceiling twice (3 coats)	659.45 SF	1.11	10.29	146.40	888.68	(296.23)	592.45
9. Ceiling fan - Detach & reset	2.00 EA	149.06	0.00	59.62	357.74	(0.00)	357.74
10. Recessed light fixture - Detach & reset trim only	6.00 EA	2.28	0.00	2.74	16.42	(0.00)	16.42
11. Mask and cover light fixture	6.00 EA	12.15	0.24	14.58	87.72	(0.00)	87.72
12. Heat/AC register - Mechanically attached - Detach & reset	4.00 EA	11.72	0.00	9.38	56.26	(0.00)	56.26
13. Final cleaning - construction - Residential	659.45 SF	0.20	0.00	26.38	158.27	(0.00)	158.27
Totals: Family Room			22.40	528.60	3,194.03	328.66	2,865.37
Total: Dwelling - Interior			22.40	528.60	3,194.03	328.66	2,865.37

Debris Removal

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
14. Haul debris - per pickup truck load - including dump fees	1.00 EA	133.59	0.00	26.72	160.31	(0.00)	160.31

This item is included for job site waste disposal. Roofing disposal is included under the roof section of this estimate.



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CONTINUED - Debris Removal

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	O&P	RCV	DEPREC.	ACV
Totals: Debris Removal			0.00	26.72	160.31	0.00	160.31
Total: Claim #2019FL125591			22.40	555.32	3,354.34	328.66	3,025.68
Line Item Totals: JOAN_OCONNOR			22.40	555.32	3,354.34	328.66	3,025.68

Grand Total Areas:

1,045.62 SF Walls	659.45 SF Ceiling	1,705.07 SF Walls and Ceiling
659.45 SF Floor	73.27 SY Flooring	106.33 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	106.33 LF Ceil. Perimeter
659.45 Floor Area	695.32 Total Area	1,045.62 Interior Wall Area
1,179.60 Exterior Wall Area	108.89 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	



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Summary for Covg A-Homeowner Dwelling

Line Item Total		2,776.62
Overhead		277.66
Profit		277.66
Material Sales Tax		22.40
		2,776.62
Replacement Cost Value		\$3,354.34
Less Depreciation		(328.66)
		\$3,025.68
Actual Cash Value		\$3,025.68
Less Deductible	[Full Deductible = 6,080.00]	(3,025.68)
		\$0.00
		\$0.00
Total Depreciation		328.66
Less Residual Deductible	[Full Residual Deductible = 3,054.32]	(328.66)
		0.00
Net Claim if Depreciation is Recovered		\$0.00

 Niles Wood



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Recap of Taxes, Overhead and Profit

	Overhead (10%)	Profit (10%)	Material Sales Tax (6.5%)	Laundering Tax (2%)	Manuf. Home Tax (6%)	Storage Rental Tax (6.5%)
Line Items	277.66	277.66	22.40	0.00	0.00	0.00
Total	277.66	277.66	22.40	0.00	0.00	0.00



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Recap by Room

Estimate: JOAN_OCONNOR

Area: Claim #2019FL125591

Area: Dwelling - Interior

Family Room

2,643.03 95.19%

Area Subtotal: Dwelling - Interior

2,643.03 95.19%

Debris Removal

133.59 4.81%

Area Subtotal: Claim #2019FL125591

2,776.62 100.00%

Subtotal of Areas

2,776.62 100.00%

Total

2,776.62 100.00%


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Recap by Category with Depreciation

O&P Items	RCV	Deprec.	ACV
CLEANING	131.89		131.89
CONTENT MANIPULATION	68.70		68.70
GENERAL DEMOLITION	176.79		176.79
DRYWALL	377.98	25.20	352.78
HEAT, VENT & AIR CONDITIONING	46.88		46.88
INSULATION	23.36	1.56	21.80
LIGHT FIXTURES	311.80		311.80
PAINTING	1,639.22	244.00	1,395.22
O&P Items Subtotal	2,776.62	270.76	2,505.86
Overhead	277.66	27.08	250.58
Profit	277.66	27.08	250.58
Material Sales Tax	22.40	3.74	18.66
Total	3,354.34	328.66	3,025.68