

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION**

HERITAGE PROPERTY AND
CASUALTY INSURANCE COMPANY

Plaintiff,

v.

MOISTURE RID, INC., WATER
DRYOUT, L.L.C., ANGELICA SIGLER,
And ALBERT SIGLER

Defendants.

Case No.:

Jury Trial Demanded

COMPLAINT

Plaintiff, HERITAGE PROPERTY AND CASUALTY INSURANCE COMPANY (“HERITAGE”) for its Complaint against the Defendants, MOISTURE RID, INC (“MOISTURE RID”), WATER DRYOUT LLC (“WATER DRYOUT”), ANGELICA SIGLER, and ALBERT SIGLER and hereby alleges as follows:

INTRODUCTION

1. This action seeks to terminate an ongoing fraudulent scheme committed against HERITAGE and, more broadly, the Florida homeowner’s insurance industry, and to recover over more than \$100,000.00 that Defendants have stolen or wrongfully obtained from HERITAGE through the submission of multiple fraudulent, falsified and unlawful claims seeking reimbursement for services that were fraudulently submitted, phony, duplicative, unlawful, and otherwise in violation of state and federal law.

2. In addition to money damages, HERITAGE seeks a declaration that it is not legally obligated to pay reimbursement of more than \$75,000.00 in outstanding claims for services that have been submitted, or caused to be submitted by Defendants because the claims were fraudulent, unlawful, orchestrated and otherwise non-reimbursable in that they:

- (i) involved services that were the product of illegal, deceptive, unfair and manipulated conduct directed to both HERITAGE and HERITAGE insureds;
- (ii) involved claims that were submitted to Heritage via wire or mail with the intent to deceive HERITAGE into believing that their insureds had assigned certain rights under their policy of insurance, when in fact the contracts/assignments were altered, changed, modified, tampered and manipulated to the extent that the Defendants had no standing to pursue said claims;
- (iii) involved claims that were submitted to Heritage via wire or mail with the intent to deceive HERITAGE into believing that their insureds consented to certain assignments when in fact the documents were fraudulently altered, changed, modified and tampered to create the illusion that Heritage insureds consented to certain assignments.

3. Additionally, due to the concerted scheme, HERITAGE INSUREDs were unaware that they were assigning away certain benefits due to the fraudulent, deceptive and illegal scheme undertaken by the Defendants.

4. This scheme originated in 2015 and continues through present day.

5. Starting in 2015 both MOISTURE RID and WATER DRYOUT began to provide water restoration/remediation services and requested payments for benefits pursuant to altered/tampered assignments documents that were submitted to HERITAGE.

6. In most cases the initial insurance claim was either reported by the Stremms Law Firm or the Cardenas Law Firm, both non-parties to this suit.

7. In all the early cases the nonparty law firms (STREMS and CARDENAS) would report two separate and distinct water losses whose sources were located in different areas of the home. For example, a bathroom leak and a kitchen leak. Two separate and distinct claim numbers were assigned to the losses which were generally reported to have occurred no more than a week apart from each other.

8. Then, either MOISTURE RID or WATER DRYOUT would obtain the written consent/signature of the insured (on the first claim) which assigned the benefits along the right to bring suit against HERITAGE for the services that were purportedly provided.

9. Then, either MOISTURE RID or WATER DRYOUT would tamper the original document often whiting out the claim number and the date of loss and then re-submitting the same document in support of the second claim which then was electronically submitted to HERITAGE.

10. Plaintiff's cumulative exhibit A references HERITAGE claim numbers HP128269, HP128268, HP112129, HP112130, HP123666, HP123725, HP112770, HP112769, HP127129, HP202848, HP133617, HP133615, HP123890, HP123891, HP181539, HP181536, HP203716, and HP203569 all of which clearly illustrate the altering and tampering of one document which was then re-submitted to deceive HERITAGE that the insured had consented to BOTH assignments, when in fact, they only consented to one.

11. A visual example of these fraudulent, deceptive and illegal documents looks like this:

WATER DRYOUT, LLC.

ASSIGNMENT OF INSURANCE BENEFITS AND DIRECTION OF PAYMENT

Client/ Insured: Celestia Marraco
Insurer: HERITAGE
Policy Number: HPD 084731
Claim Number: HP 1888264
Date of Loss: 4/28/16

ASSIGNMENT OF INSURANCE BENEFITS AND DIRECTIONS TO PAY

I, as the insured, hereby assign to Water Dryout, LLC, any and all insurance rights, benefits, and proceeds due to me under any applicable insurance policy for my property to which Water Dryout, LLC, is providing services and materials. I hereby make this assignment of insurance benefits to Water Dryout, LLC, in consideration of the services rendered or to be rendered by Water Dryout, LLC, for the damages present at my property. For the purposes of this assignment of insurance benefits, I convey power of attorney to Water Dryout, LLC, in order to obtain the insurance benefits regarding the instant claim, up to the amount invoiced for services provided, as well as to negotiate settlement and endorse any check related to same.

Furthermore, I hereby authorize my Insurance Company to make direct payment of any insurance benefits or proceeds to Water Dryout, LLC, for the services rendered to my property. I, as the insured, further direct my Insurance Company to release any and all information requested by Water Dryout, LLC, its representatives, or its lawyers, for the purpose of obtaining actual benefits to be paid by my Insurance Company to Water Dryout, LLC, for the services rendered or to be rendered for my property, and in this regard I voluntarily and knowingly waive my privacy rights. Finally, I, as the insured, agree and understand that the amount due to Water Dryout, LLC, for the services rendered to my property is the amount that Water Dryout, LLC, invoices for the services, even if the Insurance Company does not cover or approve the full amount invoiced.

Customer Signature: [Signature] Date: 4/28/16
Customer Signature: _____ Date: _____
(if necessary)

ASSIGNMENT OF INSURANCE BENEFITS AND DIRECTION OF PAYMENT

Client/ Insured: Celestia Marraco
Insurer: HERITAGE
Policy Number: HPD 084731
Claim Number: HP 1888264
Date of Loss: 4/28/16

ASSIGNMENT OF INSURANCE BENEFITS AND DIRECTIONS TO PAY

I, as the insured, hereby assign to Water Dryout, LLC, any and all insurance rights, benefits, and proceeds due to me under any applicable insurance policy for my property to which Water Dryout, LLC, is providing services and materials. I hereby make this assignment of insurance benefits to Water Dryout, LLC, in consideration of the services rendered or to be rendered by Water Dryout, LLC, for the damages present at my property. For the purposes of this assignment of insurance benefits, I convey power of attorney to Water Dryout, LLC, in order to obtain the insurance benefits regarding the instant claim, up to the amount invoiced for services provided, as well as to negotiate settlement and endorse any check related to same.

Furthermore, I hereby authorize my Insurance Company to make direct payment of any insurance benefits or proceeds to Water Dryout, LLC, for the services rendered to my property. I, as the insured, further direct my Insurance Company to release any and all information requested by Water Dryout, LLC, its representatives, or its lawyers, for the purpose of obtaining actual benefits to be paid by my Insurance Company to Water Dryout, LLC, for the services rendered or to be rendered for my property, and in this regard I voluntarily and knowingly waive my privacy rights. Finally, I, as the insured, agree and understand that the amount due to Water Dryout, LLC, for the services rendered to my property is the amount that Water Dryout, LLC, invoices for the services, even if the Insurance Company does not cover or approve the full amount invoiced.

Customer Signature: [Signature] Date: 4/28/16
Customer Signature: _____ Date: _____
(if necessary)

12. This pattern of illegal/deceptive conduct which has been identified in the eighteen (18) claims that are referenced above and attached as cumulative Exhibit "A" which resulted in HERITAGE relying upon those documents to either make claim payments or defend lawsuits and make payment for post suit claims including fees and costs totaling over \$100,000.00.

13. The conduct identified above took on a new form of deceit after Hurricane Irma made landfall on September 10, 2017.

14. The scheme shifted gears slightly. WATER DRYOUT and MOISTURE RID would respond to the same IRMA claim.

15. Specifically, MOISTURE RID would obtain the signature of the insured relating to services performed by MOISTURE RID which were solely attributed to placing tarps on the insured's roof more than two years after the date of loss. That Contract document including the signatures of the insured and the representative of MOISTURE RID would then be altered and superimposed upon the contract document submitted to HERITAGE in support of the assignment

of benefits for services provided by WATER DRYOUT who provided alleged emergency water restoration services more than two years after the date of loss.

16. Plaintiff's cumulative exhibit B references claim numbers HP201547, HP202559, HP 202592, HP204727 AND HP202191 all of which illustrate the altering and tampering of one document which was then resubmitted to HERITAGE with the intent to deceive HERITAGE into believing that the insured had executed two separate assignment of benefits.

17. A visual example of this fraudulent, deceptive and illegal activity looks like this:

The undersigned hereby warrants and represents that he/she has the authority to sign on behalf of any and all property owners, and named insureds, including any applicable mortgagee pursuant to the authority outlined in the applicable mortgage documents.

Client or Authorized Rep:  _____ Date: 10/30/19
Company Representative:  _____ Date: 10/30/19



Executed signature page of the WATER DRYOUT assignment of benefits

The undersigned hereby warrants and represents that he/she has the authority to sign on behalf of any and all property owners, and named insureds, including any applicable mortgagee pursuant to the authority outlined in the applicable mortgage documents.

Client or Authorized Rep:  _____ Date: 10/30/19
Company Representative:  _____ Date: 10/30/19



Executed signature page of the MOISTURE RID assignment of benefits

18. As such, the Defendants do not have – and have never had – any right to be compensated for the services being claimed due to the illegal document tampering that provided the basis for the benefits and the standing to bring suit.

19. As a result of Defendant's scheme, HERITAGE has incurred damages.

THE PARTIES

20. Plaintiff, HERITAGE PROPERTY AND CASUALTY INSURANCE COMPANY (HERITAGE) is a Florida Corporation with its principal place of business in Clearwater Florida. Heritage is authorized to conduct business and issue homeowner insurance policies in the state of Florida.

21. Defendant, MOISTURE RID, INC. is a Florida Corporation with its principal place of business in Miami- Dade County, FL.

22. Defendant, ANGELICA SIGLER resides in Miami Dade County and is a citizen of Florida.

23. ANGELICA SIGLER controls and is the sole owner of MOISTURE RID, Inc.

24. In all the matters referenced below, MOISTURE RID either performed services which included “restoration services” or placing “blue tarps” on the roofs of HERITAGE insureds pursuant to an “assignment of benefits”.

25. Defendant, WATER DRYOUT LLC is a Florida Limited Liability Company with its principal place of business in Broward, County Florida.

26. Defendant, ALBERT SIGLER is a Citizen of Florida

27. Defendant, ALBERT SIGLER both controls and is the sole owner of WATER DRYOUT, LLC.

28. In all the matters referenced below, WATER DRYOUT allegedly performed “Restoration Services” services which included drying out the homes of HERITAGE insureds pursuant to an “assignment of benefits”.

29. ALBERT SIGLER and ANGELICA SIGLER are brother and sister.

30. This Court has subject matter jurisdiction over the claims brought under 18 U.S.C. §§ 1961 et seq. (the Racketeer Influenced and Corrupt Organizations (“RICO”) Act) because they arise under the laws of the United States.

31. In addition, this Court has supplemental jurisdiction over the subject matter of the claims asserted in this action pursuant to 28 U.S.C §1367.

32. Venue is proper in this Court under 28 U.S.C §1391(b)(1) because the Defendants maintain their principal place of business within the judicial district and division, and because a

substantial part of the events that gave and give rise to the Plaintiff's claims took place within this judicial district and division.

33. This Court has the authority to enter a declaratory judgment and to provide preliminary and permanent injunctive relief pursuant to Rules 57 and 65 of the Federal Rules of Civil Procedure and 28 U.S.C §§2201 and 2202.

ALLEGATIONS COMMON TO ALL CLAIMS

34. Plaintiff, HERITAGE is an insurance company licensed and authorized to do business in the State of Florida. HERITAGE underwrites homeowner's insurance policies in Florida.

I. Homeowner's Insurance and the Assignment of Benefits Statute - §627.7152

35. Under Florida law, assignment agreements providing for post-loss benefits for services to protect, repair, restore or replace property or to mitigate against further damage are regulated pursuant to Florida Statute §627.7152.

36. All assignments must be in writing and executed by and between the assignor (homeowner) and the assignee (service provider). See, §627.7152 (2)(a)(1).

37. An assignment that does not comply with this subsection is invalid and unenforceable. See, §627.7152 (7)(d).

II. False and Fraudulent Insurance Claims - §817.234

III. (1)(a) A person commits insurance fraud punishable as provided in subsection (11) if that person, with the intent to injure, defraud, or deceive any insurer:

1. Presents or causes to be presented any written or oral statement as part of, or in support of, a claim for payment or other benefit pursuant to an insurance policy or a health maintenance organization subscriber or provider contract, knowing that such statement

contains any false, incomplete, or misleading information concerning any fact or thing material to such claim;

2. Prepares or makes any written or oral statement that is intended to be presented to any insurer in connection with, or in support of, any claim for payment or other benefit pursuant to an insurance policy or a health maintenance organization subscriber or provider contract, knowing that such statement contains any false, incomplete, or misleading information concerning any fact or thing material to such claim.

III. The Defendants' Fraudulent, Deceptive and Unlawful Scheme

38. Beginning in 2015, and continuing through present day, Defendants have masterminded and implemented a complex fraudulent scheme in which they submitted claims to HERITAGE via fraudulent and tampered documents in violation of the laws identified above.

39. For Example:

- a. On or about May 3rd, 2016, non-party, the MSPG law group, reported an A/C water leak claim to HERITAGE. The reported date of loss was April 21st, 2016. It was assigned claim number HP128628. On that same date, non-party MSPG law group reported a hallway bathroom leak. The reported date of loss was April 26th, 2016. It was assigned claim number HP128629. WATER DRYOUT allegedly obtained written consent for an assignment of benefits as it relates to services provided to both separate and distinct claims (HP 128628 and HP128629). In support of both claims, WATER DRYOUT submitted, via wire, its Assignment of Benefits. When viewing both documents side by side (see cumulative Exhibit A and paragraph 11), it becomes undisputedly clear that one signature was obtained and that the document was whited out to reflect information as it related to the second claim and then submitted, via wire, deceiving HERITAGE into believing that the insured had in fact, assigned its rights in two separate claims.
- b. On or about February 9th, 2015, non-party, the Cardenas law group, reported a bathroom leak claim to HERITAGE. The reported date of loss was February 5th, 2015. It was assigned claim number HP122189. On that same date, non-party the Cardenas law group reported a kitchen leak claim. The reported date of loss was February 9th, 2015. It was assigned claim number HP112130. MOISTURE RID allegedly obtained written consent for an assignment of benefits as it relates to services provided to both separate and distinct claims (HP 122189 and HP112130). In support of both claims, MOISTURE RID submitted, via wire, its Assignment of

Benefits. When viewing both documents side by side (see cumulative Exhibit A), it becomes undisputedly clear that one signature was obtained and that the document was whited out to reflect information as it related to the second claim and then submitted, via wire, deceiving HERITAGE into believing that the insured had in fact, assigned its rights in two separate claims.

- c. On or about January 6th, 2016, non-party, the Strems law firm, reported a roof leak claim to HERITAGE. The reported date of loss was December 15th, 2015. It was assigned claim number HP123666. On or around that same date, non-party the Strems law firm reported a kitchen leak claim. The reported date of loss was December 12th, 2015. It was assigned claim number HP123725. WATER DRYOUT allegedly obtained written consent for an assignment of benefits as it relates to services provided to both separate and distinct claims (HP 123666 and HP123725). In support of both claims, WATER DRYOUT submitted, via wire, its Assignment of Benefits. When viewing both documents side by side (see cumulative Exhibit A), it becomes undisputedly clear that one signature was obtained and that the document was whited out to reflect information as it related to the second claim and then submitted, via wire, deceiving HERITAGE into believing that the insured had in fact, assigned its rights in two separate claims. Additionally, documentation provided in support of the claim illustrates that the services were performed simultaneously with each other. Despite this, duplicative labor and emergency service fees were placed on both invoices.
- d. On or about March 3rd, 2015, non-party, the Cardenas law group, reported a kitchen leak claim to HERITAGE. The reported date of loss was March 2nd, 2015. It was assigned claim number HP112769. On or around that same date, non-party the Cardenas law group reported a master bath leak claim. The reported date of loss was February 27th, 2015. It was assigned claim number HP112770. MOISTURE RID allegedly obtained written consent for an assignment of benefits as it relates to services provided to both separate and distinct claims (HP112769 and HP112770). In support of both claims, MOISTURE RID submitted, via wire, its Assignment of Benefits. When viewing both documents side by side (see cumulative Exhibit A), it becomes undisputedly clear that one signature was obtained and that the document was whited out to reflect information as it related to the second claim and then submitted, via wire, deceiving HERITAGE into believing that the insured had in fact, assigned its rights in two separate claims.
- e. On or about September 6th, 2016, non-party, the Strems law firm, reported an air conditioning leak claim to HERITAGE. The reported date of loss was August 13th, 2016. It was assigned claim number HP123615. On or around that same date, non-party the Strems law firm reported a kitchen leak claim. The reported date of loss was August 8th, 2016. It was assigned claim number HP133617. WATER DRYOUT allegedly obtained written consent for an assignment of benefits as it relates to services provided to both separate and distinct claims (HP 123615 and HP123617). In support of both claims, WATER DRYOUT submitted, via wire, its

Assignment of Benefits. When viewing both documents side by side (see cumulative Exhibit A), it becomes undisputedly clear that one signature was obtained and that the document was whited out to reflect information as it related to the second claim and then submitted, via wire, deceiving HERITAGE into believing that the insured had in fact, assigned its rights in two separate claims.

- f. On or about January 12th, 2016, non-party, the Strems law firm, reported a roof leak claim to HERITAGE. The reported date of loss was December 5th, 2015. It was assigned claim number HP123890. On or around that same date, non-party the Strems law firm reported a master bathroom leak claim. The reported date of loss was November 30th, 2015. It was assigned claim number HP123891. WATER DRYOUT allegedly obtained written consent for an assignment of benefits as it relates to services provided to both separate and distinct claims (HP 123890 and HP123891). In support of both claims, WATER DRYOUT submitted, via wire, its Assignment of Benefits. When viewing both documents side by side (see cumulative Exhibit A), it becomes undisputedly clear that one signature was obtained and that the document was whited out to reflect information as it related to the second claim and then submitted, via wire, deceiving HERITAGE into believing that the insured had in fact, assigned its rights in two separate claims.
- g. On or about March 21st, 2018, non-party, the Legal Assurances Firm, reported a roof leak claim to HERITAGE. The reported date of loss was September 10th, 2017. It was assigned claim number HP181536. On or around that same date, non-party the Legal Assurances Firm reported a bathtub leak claim. The reported date of loss was March 1st, 2018. It was assigned claim number HP181539. WATER DRYOUT allegedly obtained written consent for an assignment of benefits as it relates to services provided to both separate and distinct claims (HP 181536 and HP181539). In support of both claims, WATER DRYOUT submitted, via wire, its Assignment of Benefits. When viewing both documents side by side (see cumulative Exhibit A), it becomes undisputedly clear that one signature was obtained and that the document was whited out to reflect information as it related to the second claim and then submitted, via wire, deceiving HERITAGE into believing that the insured had in fact, assigned its rights in two separate claims.
- h. On or about November 21st, 2019 non-party, the Strems law firm, reported a roof (IRMA) claim to HERITAGE. The reported date of loss was September 10th, 2017. It was assigned claim number HP203569. On or around that same date, WATER DRYOUT reported a kitchen leak claim. The reported date of loss was November 12th, 2019. It was assigned claim number HP203716. WATER DRYOUT allegedly obtained written consent for an assignment of benefits as it relates to services provided to both separate and distinct claims (HP 203569 and HP203716). In support of both claims, WATER DRYOUT submitted, via wire, its Assignment of Benefits. When viewing both documents side by side (see cumulative Exhibit A), it becomes undisputedly clear that one signature was obtained and that the

document was whited out to reflect information as it related to the second claim and then submitted, via wire, deceiving HERITAGE into believing that the insured had in fact, assigned its rights in two separate claims.

- i. On or about October 23rd, 2019, non-party, the Cardenas law group, reported a kitchen leak claim to HERITAGE. The reported date of loss was October 22nd, 2019. It was assigned claim number HP202846. On or around that same date, non-party the Cardenas law group reported a roof IRMA claim. The reported date of loss was September 10th, 2017. It was assigned claim number HP202848. WATER DRYOUT allegedly obtained written consent for an assignment of benefits as it relates to services provided to both separate and distinct claims (HP 202846 and HP202848). In support of both claims, WATER DRYOUT submitted, via wire, its Assignment of Benefits. When viewing both documents side by side (see cumulative Exhibit A), it becomes undisputedly clear that one signature was obtained and that the document was whited out to reflect information as it related to the second claim and then submitted, via wire, deceiving HERITAGE into believing that the insured had in fact, assigned its rights in two separate claims.

- j. On or about September 9th, 2019 (non-party) the Cardenas Law Group contacted Heritage to report roof damages in the form of broken tiles with a date of loss of 09/10/2017 (IRMA). The claim was assigned HP201547. On 11/11/2019, MOISTURE RID submitted via wire its claim for insurance benefits (BLUE TARP) for services rendered. In support of its claim it transmitted via wire, an assignment of benefits containing both the executed signatures of the insured and the MOISTURE RID's company representative (See cumulative Exhibit A). On that same date, WATER DRYOUT submitted via wire its claim for insurance benefits for services rendered. In support of its claim it transmitted via wire, an assignment of benefits (water remediation) containing both the executed signatures of the insured and the WATER DRYOUT's company representative (See cumulative Exhibit B). When viewing the execution page side by side, the evidence speaks for itself. It is abundantly clear and undisputed that one signature block page was superimposed on a separate and distinct assignment of benefits. In fact, comparing the signature of the insured to her mortgage signature it becomes clear that the duplicated signature on the MOISTURE RID/WATERT DRYOUT AOB's is not the same

The undersigned hereby warrants and represents that he/she has the authority to sign on behalf of any and all property owners, and named insureds, including any applicable mortgagee pursuant to the authority outlined in the applicable mortgage documents.

Client or Authorized Rep: [Signature] Date: 11/6/19
Company Representative: [Signature] Date: 1/6/19



Executed signature page of the MOISTURE RID assignment of benefits

The undersigned hereby warrants and represents that he/she has the authority to sign on behalf of any and all property owners, and named insureds, including any applicable mortgagee pursuant to the authority outlined in the applicable mortgage documents.

Client or Authorized Rep: [Signature] Date: 11/6/19
 Company Representative: [Signature] Date: 1/6/19



Executed signature page of the WATER DRYOUT assignment of benefits

k. On or about October 16th, 2019 (non-party) the Cardenas Law Group contacted Heritage to report roof damages in the form of broken tiles with a date of loss of 09/10/2017 (IRMA). The claim was assigned HP202592. The prior day, October 15th, 2016, the Cardenas Law group contacted Heritage to report water damage from the master bathroom toilet. That reported loss was assigned Claim Number HP202559. On 11/08/2019, WATER DRYOUT WATER DRYOUT submitted via wire its claim for insurance benefits for services rendered in connection with HP202559. In support of its claim it transmitted via wire, an assignment of benefits containing both the executed signatures of the insured and the WATER DRYOUT's company representative (See cumulative Exhibit A). On 11/08/2019, WATER DRYOUT submitted via wire its claim for insurance benefits for services rendered in connection with HP202592 (ROOF). In support of its claim it transmitted via wire, an assignment of benefits containing both the executed signatures of the insured and the WATER DRYOUT's company representative (See cumulative Exhibit B). On 11/08/2019, MOISTURE RID submitted via wire its claim for insurance benefits for services rendered in connection with HP202592 (ROOF TARP). In support of its claim it transmitted via wire, an assignment of benefits containing both the executed signatures of the insured and the WATER DRYOUT's company representative (See cumulative Exhibit A). When viewing the execution page side by side, the evidence speaks for itself. It is abundantly clear and undisputed that one signature block page was superimposed on a separate and distinct assignment of benefits.

The undersigned hereby warrants and represents that he/she has the authority to sign on behalf of any and all property owners, and named insureds, including any applicable mortgagee pursuant to the authority outlined in the applicable mortgage documents.

Client or Authorized Rep: [Signature] Date: 10/29/19
 Company Representative: [Signature] Date: 10/29/19



Executed signature page of the WATER DRYOUT assignment of benefits HP202592

The undersigned hereby warrants and represents that he/she has the authority to sign on behalf of any and all property owners, and named insureds, including any applicable mortgagee pursuant to the authority outlined in the applicable mortgage documents.

Client or Authorized Rep: [Signature] Date: 10/29/19
 Company Representative: [Signature] Date: 10/29/19



Executed signature page of the WATER DRYOUT assignment of benefits HP202559

The undersigned hereby warrants and represents that he/she has the authority to sign on behalf of any and all property owners, and named insureds, including any applicable mortgagee pursuant to the authority outlined in the applicable mortgage documents.

Client or Authorized Rep: [Signature] Date: 10/29/19
 Company Representative: [Signature] Date: 10/29/19



Executed signature page of the MOISTURE RID assignment of benefits HP202592

l. On or about October 1st, 2019 (non-party) the Cardenas Law Group contacted Heritage to report roof damages in the form of broken tiles with a date of loss of

09/10/2017 (IRMA). The claim was assigned HP202191. On 10/29/2019, WATER DRYOUT submitted, via wire, its claim for insurance benefits for services rendered. In support of its claim it transmitted via wire, an assignment of benefits containing both the executed signatures of the insured and the WATER DRYOUT's company representative (See cumulative Exhibit B). On 11/04/2019, MOISTURE RID submitted, via wire, its claim for insurance benefits for services rendered. In support of its claim it transmitted via wire, an assignment of benefits containing both the executed signatures of the insured and the MOISTURE RID company representative (See cumulative Exhibit B). When viewing the execution page side by side, the evidence speaks for itself. It is abundantly clear and undisputed that one signature block page was superimposed on a separate and distinct assignment of benefits. On October 1st, 2019 (nonparty) Cardenas Law Group contacted Heritage to report damages as a result of a broke pipe. The claim was assigned HP 202187. On 10/25/2019 WATER DRYOUT submitted, via wire, its claim for insurance benefits for services rendered in connection with Claim HP202187 In support of its claim it transmitted via wire, an assignment of benefits containing both the executed signatures of the insured and the WATER DRYOUT's company representative (See cumulative Exhibit B) When viewing the execution page side by side by side, the evidence speaks for itself. It is abundantly clear and undisputed that one signature block page was superimposed on a separate and distinct assignment of benefits.

<p><small>The undersigned hereby warrants and represents that he/she has the authority to sign on behalf of any and all property owners, and named insureds, including any applicable mortgagee pursuant to the authority outlined in the applicable mortgage documents.</small></p> <p>Client or Authorized Rep: <u>Virginia Medina</u> Date: <u>10/21/19</u></p> <p>Company Representative: <u>Joshua Senter</u> Date: <u>10/21/19</u></p> <p><small>YOU ARE AGREEING TO GIVE UP CERTAIN RIGHTS</small></p> <p><small>The undersigned hereby warrants and represents that he/she has the authority to sign on behalf of any and all property owners, and named insureds, including any applicable mortgagee pursuant to the authority outlined in the applicable mortgage documents.</small></p> <p>Client or Authorized Rep: <u>Virginia Medina</u> Date: <u>10/21/19</u></p> <p>Company Representative: <u>Joshua Senter</u> Date: <u>10/21/19</u></p> <p><small>YOU ARE AGREEING TO GIVE UP CERTAIN RIGHTS</small></p> <p><small>The undersigned hereby warrants and represents that he/she has the authority to sign on behalf of any and all property owners, and named insureds, including any applicable mortgagee pursuant to the authority outlined in the applicable mortgage documents.</small></p> <p>Client or Authorized Rep: <u>Virginia Medina</u> Date: <u>10/21/19</u></p> <p>Company Representative: <u>Joshua Senter</u> Date: <u>10/21/19</u></p> <p><small>YOU ARE AGREEING TO GIVE UP CERTAIN RIGHTS</small></p>	 	<p>Executed signature page of the WATER DRYOUT assignment of benefits HP202191</p>
		<p>Executed signature page of the MOISTURE RID assignment of benefits HP202191</p>
		<p>Executed signature page of the WATER DRYOUT assignment of benefits HP202187</p>

- m. On or about October 3rd, 2019 (non-party) the Cardenas Law Group contacted Heritage to report roof damages in the form of broken tiles with a date of loss of 09/10/2017 (IRMA). The claim was assigned HP202227. On 11/06/2019, MOISTURE RID submitted via wire its claim for insurance benefits for services rendered. In support of its claim it transmitted via wire, an assignment of benefits containing both the executed signatures of the insured and the MOISTURE RID's company representative (See cumulative Exhibit B). On that same date, WATER DRYOUT submitted via wire its claim for insurance benefits for services rendered. In support of its claim it transmitted via wire, an assignment of benefits containing both the executed signatures of the insured and the WATER DRYOUT's company representative (See cumulative Exhibit A). When viewing the execution page

side by side, the evidence speaks for itself. It is abundantly clear and undisputed that one signature block page was superimposed on a separate and distinct assignment of benefits.

The undersigned hereby warrants and represents that he/she has the authority to sign on behalf of any and all property owners, and named insureds, including any applicable mortgagee pursuant to the authority outlined in the applicable mortgage documents.

Client or Authorized Rep: _____ Date: 10/30/19
Company Representative: _____ Date: 10/30/19

Executed signature page of the WATER DRYOUT assignment of benefits

The undersigned hereby warrants and represents that he/she has the authority to sign on behalf of any and all property owners, and named insureds, including any applicable mortgagee pursuant to the authority outlined in the applicable mortgage documents.

Client or Authorized Rep: _____ Date: 10/30/19
Company Representative: _____ Date: 10/30/19

Executed signature page of the MOISTURE RID assignment of benefits

40. The activity of submitting deceptive, illegal and fraudulent Assignment of Benefits has taken on pandemic proportions as MOISTURE RID and WATER DRYOUT has spread its infection to most all of the Florida Homeowner Insurance Industry including, CITIZENS, PEOPLE'S TRUST, SAFEPOINT, CASTLE KEY, STATE FARM and UNITED all of which is easily identifiable upon a review of the State Court dockets and Exhibits attached to complaints filed on behalf of MOISTURE RID and WATER DRYOUT (multiple examples are attached hereto as Defendant's cumulative Exhibit "C").

41. The gravity of this offense is heightened given Florida Statute 627.7152 which was recently enacted to primarily protect consumers and the insurance companies who have had to endure years of abuse from unscrupulous contractors

42. In fact, right under the signature block, and as required by statute, in 18-point uppercase bold-faced type the following language appears:

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 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.

43. It is a fact that in least half of the contracts identified in Exhibits A and B that Homeowner's were giving up rights to their policies without being aware that a contract that was obtained under false pretenses was being relied upon by MOISTURE RID AND WATER DRYOUT to falsely obtain those rights.

44. It is a fact that at in least half of the contracts identified in Exhibit A, B and C that HERITAGE and other homeowner carriers in the State of Florida received submissions of insurance claims that violated the **False and Fraudulent Insurance Claims ACT - §817.234**

45. It is a fact that at in at least half of the contracts identified in Exhibit A, B and C that HERITAGE and other homeowner carriers in the State of Florida received submissions of insurance claims that violated the **Assignment of Benefits Statute - §627.7152**

FIRST CAUSE OF ACTION
Against Defendant MOISTURE RID
(Declaratory Judgment – 28 U.S.C §§2201 and 2202)

46. HERITAGE incorporates as though fully set forth herein, each and every allegation in paragraphs one (1) through forty-five (45), including subparts above.

47. There is an actual case in controversy between HERITAGE and MOISTURE RID regarding fraudulently submitted claims that have been submitted to HERITAGE.

48. MOISTURE RID has no right to receive payment for any pending bills/invoices/attorney fees/suits filed on behalf of MOISTURE RID because MOISTURE RID

has never been in compliance with Florida Statute §627.7132 as it lacked valid assignments of benefits from the Insureds.

49. MOISTURE RID has no right to receive payment for any pending bills/invoices/attorney fees/suits filed on behalf of MOISTURE RID because MOISTURE RID has violated Florida Statute §817.234 by submitting a claim for payment or other benefit pursuant to an insurance policy or a health maintenance organization subscriber or provider contract, knowing that such statement contains any false, incomplete, or misleading information concerning any fact or thing material to such claim.

50. Accordingly, HERITAGE requests a judgment pursuant to the Declaratory Judgment Act 28 U.S.C. §§2201 and 2202, declaring that MOISTURE RID has no right to receive payment for any pending claims submitted to HERITAGE.

SECOND CAUSE OF ACTION
Against Defendant WATER DRYOUT
(Declaratory Judgment – 28 U.S.C §§2201 and 2202)

51. HERITAGE incorporates as though fully set forth herein, each and every allegation in paragraphs one (1) through forty-five (45), including subparts above.

52. There is an actual case in controversy between HERITAGE and WATER DRYOUT in fraudulently submitted claims that have been submitted to HERITAGE.

53. WATER DRYOUT has no right to receive payment for any pending bills/invoices/attorney fees/suits filed on behalf of WATER DRYOUT because WATER DRYOUT has never been in compliance with Florida Statute §627.7132 as it lacked valid assignments of benefits from the Insureds.

54. WATER DRYOUT has no right to receive payment for any pending bills/invoices/attorney fees/suits filed on behalf of WATER DRYOUT because WATER

DRYOUT has violated Florida Statute §817.234 by a claim for payment or other benefit pursuant to an insurance policy or a health maintenance organization subscriber or provider contract, knowing that such statement contains any false, incomplete, or misleading information concerning any fact or thing material to such claim.

55. Accordingly, HERITAGE requests a judgment pursuant to the Declaratory Judgment Act 28 U.S.C. §§2201 and 2202, declaring that WATER DRYOUT has no right to receive payment for any pending claims submitted to HERITAGE.

THIRD CAUSE OF ACTION
AGAINST DEFENDANT ANGELICA SIGLER
(Violation of RICO 18 U.S.C. §1962(C))

56. HERITAGE incorporates as though fully set forth herein, each and every allegation in paragraphs one (1) through forty-five (45), including subparts above.

57. MOISTURE RID is an ongoing enterprise as that term is defined in 18 U.S.C. §1961(4), that engages in activities that affect interstate commerce.

58. ANGELICA SIGLER has knowingly conducted and/or participated, directly or indirectly in the conduct of MOISTURE RID's affairs through a pattern of racketeering activity consisting of repeated violations of the Federal Wire Fraud Statute, 18 U.S.C. §1343, based upon the use of wires in interstate commerce to submit or cause to be submitted dozens of fraudulent claims for benefits on a continuous basis for more than 5 years seeking insurance payments/benefits under HERITAGE policies that MOISTURE RID was never entitled to receive because (i) the claims/benefits were the product of illegal, deceptive, unfair, and manipulative conduct directed at HERITAGE insureds and other carriers in the state of Florida because they never obtained valid assignments of insurance benefits all in violation of Florida Statute §817.234 and/or §627.7152. (See Cumulative Exhibits A, B and C).

59. MOISTURE RID's business is racketeering activity, inasmuch as the enterprise exists for the purpose of submitting illegal, deceptive, unfair, and manipulative documents to Florida homeowner insurers. The predicate acts of wire fraud are the regular way that ANGELICA SIGLER operates MOISTURE RID insofar as MOISTURE RID was never eligible to bill HERITAGE or other homeowner carriers for their services, and the acts of wire fraud therefore are essential in order for MOISTURE RID to function. Furthermore, the intricate planning required to carry out and conceal the predicate acts of wire fraud implies a threat of continued criminal activity, as does the fact that attempts to collect on the fraudulent assignments submitted through MOISTURE RID continue to the present day.

60. MOISTURE RID is engaged in inherently unlawful acts, inasmuch as it continues to submit and attempt collection on fraudulent assignments submitted to HERITAGE and other Florida homeowner carriers. These inherently unlawful acts are taken by MOISTURE RID in pursuit of inherently unlawful goals – namely the misappropriation/theft of insurance benefits from HERITAGE and other insurers through the submission of fraudulent/tampered assignments.

61. HERITAGE has been injured in its business and property by reason of the above described conduct in that it has paid at least \$20,000.00 pursuant to these fraudulent submissions through MOISTURE RID.

62. By reason of its injury, HERITAGE is entitled to treble damages, costs, and reasonable attorney fees pursuant to 18 U.S.C. §1964 (C), and any other relief that the Court deems just and proper.

FOURTH CAUSE OF ACTION
AGAINST DEFENDANT ALBERT SIGLER
(Violation of RICO 18 U.S.C. §1962(C))

63. HERITAGE incorporates as though fully set forth herein, each and every allegation in paragraphs one (1) through forty-five (45), including subparts above.

64. WATER DRYOUT is an ongoing enterprise as that term is defined in 18 U.S.C. §1961(4), that engages in activities that affected interstate commerce.

65. ALBERT SIGLER has knowingly conducted and/or participated, directly or indirectly in the conduct of WATER DRYOUT's affairs through a pattern of racketeering activity consisting of repeated violations of the Federal Wire Fraud Statute, 18 U.S.C. §1343, based upon the use of wires in interstate commerce to submit or cause to be submitted dozens of fraudulent claims for benefits on a continuous basis for more than 5 years seeking insurance payments/benefits under HERITAGE policies that WATER DRYOUT was never entitled to receive because (i) the claims/benefits were the product of illegal, deceptive, unfair, and manipulative conduct directed at HERITAGE insureds and other carriers in the state of Florida because they never obtained valid assignments of insurance benefits all in violation of Florida Statute §817.234 and/or §627.7152. (See Cumulative Exhibits A, B and C).

66. WATER DRYOUT's business is racketeering activity, inasmuch as the enterprise exists for the purpose of submitting illegal, deceptive, unfair, and manipulative documents to Florida homeowner insurers. The predicate acts of wire fraud are the regular way that ALBERT SIGLER operates WATER DRYOUT insofar as WATER DRYOUT was never eligible to bill HERITAGE or other homeowner carriers for their services, and the acts of wire fraud therefore are essential in order for WATER DRYOUT to function. Furthermore, the intricate planning required to carry out and conceal the predicate acts of wire fraud implies a threat of continued criminal activity, as does the fact that attempts to collect on the fraudulent assignments submitted through WATER DRYOUT continue to the present day.

67. WATER DRYOUT is engaged in inherently unlawful acts, inasmuch as it continues to submit and attempt collection on fraudulent assignments submitted to HERITAGE and other Florida homeowner carriers. These inherently unlawful acts are taken by WATER DRYOUT in pursuit of inherently unlawful goals – namely the misappropriation/theft of insurance benefits from HERITAGE and other insurers through the submission of fraudulent/tampered assignments.

68. HERITAGE has been injured in its business and property by reason of the above described conduct in that it has paid at least \$80,000.00 pursuant to these fraudulent submissions through WATER DRYOUT.

69. By reason of its injury, HERITAGE is entitled to treble damages, costs, and reasonable attorney fees pursuant to 18 U.S.C. §1964 (C), and any other relief that the Court deems just and proper.

FIFTH CAUSE OF ACTION
AGAINST ALL DEFENDANTS
(Violation of RICO 18 U.S.C. §1962(D))

70. HERITAGE incorporates as though fully set forth herein, each and every allegation in paragraphs one (1) through forty-five (45), including subparts above.

71. WATER DRYOUT is an ongoing enterprise as that term is defined in 18 U.S.C. §1961(4), that engages in activities that affected interstate commerce.

72. MOISTURE RID is an ongoing enterprise as that term is defined in 18 U.S.C. §1961(4), that engages in activities that affected interstate commerce.

73. WATER DRYOUT, MOISTURE RID, ANGELICA SIGLER and ALBERT SIGLER knowingly have agreed, combined and conspired to conduct and/or participate directly or indirectly in the conduct of both enterprises through a pattern of racketeering activity consisting

of violations of the federal wire fraud statute 18 U.S.C. §1343, based upon the use of the wires in interstate commerce to submit or cause to be submitted dozens, if not hundreds, fraudulent claims for benefits under HERITAGE insurance policies that WATER DRYOUT/MOISTURE RID was never entitled to receive because the claims/benefits were the product of illegal, deceptive, unfair, and manipulative conduct directed at HERITAGE insureds and other carriers in the state of Florida because they never obtained valid assignments of insurance benefits all in violation of Florida Statute §817.234 and/or §627.7152. (See Cumulative Exhibits A, B and C).

74. MOISTURE RID, WATER DRYOUT, ANGELICA SIGLER, and ALBERT SIGLER knew of, agreed to and acted in furtherance of the common and overall objective by submitting or facilitating the submission of the fraudulent and tampered assignments as illustrated in cumulative exhibits A, B and C.

75. HERITAGE has been injured in its business and property by reason of the above described conduct in that it has paid at least \$100,000.00 pursuant to these fraudulent submissions through WATER DRYOUT and MOISTURE RID.

76. By reason of its injury, HERITAGE is entitled to treble damages, costs, and reasonable attorney fees pursuant to 18 U.S.C. §1964 (C), and any other relief that the Court deems just and proper.

SIXTH CAUSE OF ACTION
AGAINST ALL DEFENDANTS
(Under Fl. Stat. §501.201 et.seq)

77. HERITAGE incorporates as though fully set forth herein, each and every allegation in paragraphs one (1) through forty-five (45), including subparts above.

78. The Defendants are actively engaged in trade and commerce in the State of Florida.

79. HERITAGE and its insureds are “consumers” as defined by Fla. Stat. §501.203.

80. The Defendants engaged in unfair, deceptive, and unconscionable acts or trade practices in their trade or commerce in the pursuit and execution of their scheme to submit forged documents for their fraudulent claims and submission of said claims to HERITAGE.

81. The claims and supporting documents submitted to HERITAGE in connection with the services were either unfair/deceptive or fraudulent in that (i) the Defendants tampered/ forged the documents and therefore lacked valid assignments of benefits from HERITAGE insureds.

82. Such acts and practices offend public policy and are immoral, unethical, oppressive, and unscrupulous.

83. The conduct of the Defendants was the actual and proximate cause of damages sustained by HERITAGE.

84. Defendants' unfair and deceptive acts have caused HERITAGE to sustain damages.

85. By reason of Defendants' conduct, HERITAGE is also entitled to recover costs and reasonable attorneys' fees pursuant to Fla. Stat. §501.211(2)

SEVENTH CAUSE OF ACTION
AGAINST ALL DEFENDANTS
(Under Fl. Stat. §772.103 et.seq)

86. HERITAGE incorporates fully as set forth herein, each and every allegation in paragraphs one (1) through forty-five (45), including subparts above.

87. In furtherance of this fraudulent scheme, the Defendants submitted or caused to be submitted multiple deceptive assignment of benefits and bills to HERITAGE seeking payment pursuant to and under homeowner's insurance policies issued by HERITAGE to Florida insureds.

88. When the assignments and invoices were submitted, the Defendants knew that the assignments and bills included false and misleading information concerning facts material to the claims for which reimbursement was being sought in that: (1) the DEFENDANTS

lacked legal and valid assignments of benefits.

89. These knowing and intentional acts constitute a pattern of criminal activity, in that said acts constitute an act of criminal activity in that said acts constitute insurance fraud in violation of §817.234 (1)(a).

90. These knowing and intentional acts resulted in the DEFENDANTS receiving reimbursement to which they were not entitled.

91. Defendants' pattern of criminal activity has caused HERITAGE to sustain damages.

92. By reason of Defendants' conduct, HERITAGE is entitled to recover threefold the actual damages it sustained, reasonable attorney fees and court costs pursuant to Fla. Stat. §772.104.

EIGHTH CAUSE OF ACTION
AGAINST ALL DEFENDANTS
UNJUST ENRICHMENT

93. HERITAGE incorporates fully as set forth herein, each and every allegation in paragraphs one (1) through forty-five(45), including subparts above.

94. As set forth above, the Defendants have engaged in improper, unlawful and/or unjust acts, to the harm and detriment of HERITAGE.

95. When HERITAGE paid claims submitted or caused to be submitted by the defendants, it reasonably believed that it was legally obligated to make such payments based on Defendants' improper, unlawful, and/or unjust acts.

96. The Defendants have been enriched at HERITAGE's expense, by HERITAGE's payments which constitute a benefit that Defendants voluntarily accepted notwithstanding their improper, unlawful and unjust billing scheme.

97. The Defendants retention of HERITAGE payments violates fundamental principles of justice, equity and good conscience.

98. By reason of the above, the Defendants have been unjustly enriched in an amount to be determined at trial.

NINTH CAUSE OF ACTION
AGAINST MOISTURE RID
(COMMON LAW FRAUD)

99. HERITAGE incorporates fully as set forth herein, each and every allegation in paragraphs one (1) through forty-five (45), including subparts above.

100. MOISTURE RID intentionally and knowingly made false and fraudulent statements of material fact to HERITAGE in the course of their submission of claims to HERITAGE.

101. The claims submitted to HERITAGE constituted false and fraudulent statements of material fact in that the MOISTURE RID forged/tampered the documents and therefore lacked valid assignments of benefits from HERITAGE insureds.

102. MOISTURE RID intentionally made the false and fraudulent statements in a calculated effort to induce standing to seek benefits from HERITAGE insured policies, when in fact those insureds had no reason to know that they were assigning away important rights to same.

103. HERITAGE justifiably relied on these false and fraudulent representations and as a direct result has been injured in its business and property by reason of the above described conduct in that it has paid bills that were submitted by Defendants.

104. MOISTURE RID's extensive fraudulent conduct against Heritage and all other carriers in Florida (see Exhibit A, B and C) demonstrates a high degree of moral turpitude and wanton dishonesty that entitles HERITAGE to recover punitive damages.

105. According, by virtue of the foregoing, HERITAGE is entitled to compensatory and punitive damages, together with interest and costs and any other relief the Court deems necessary.

TENTH CAUSE OF ACTION
AGAINST ANGELICA SIGLER
(COMMON LAW FRAUD)

106. HERITAGE incorporates fully as set forth herein, each and every allegation in paragraphs one (1) through forty-five (45), including subparts above.

107. MOISTURE RID is only the alter ego or mere instrumentality of its sole and single shareholder, ANGELCIA SIGLER.

108. That ANGELICA SIGLER, the sole shareholder of MOISTURE RID engaged in the wrongful conduct identified in the allegations set forth in paragraphs one (1) through forty-five (45) as fully pled with specificity herein.

109. ANGELICA SIGLER intentionally and knowingly made false and fraudulent statements of material fact to HERITAGE in the course of her submission of claims to HERITAGE.

110. The claims submitted to HERITAGE constituted false and fraudulent statements of material fact in that ANGELICA SIGLER forged/tampered the documents and therefore lacked valid assignments of benefits from HERITAGE insureds.

111. ANGELICA SIGLER intentionally made the false and fraudulent statements in a calculated effort to induce standing to seek benefits from HERITAGE insured policies, when in fact those insureds had no reason to know that they were assigning away important rights to same.

112. HERITAGE justifiably relied on these false and fraudulent representations and as a direct result has been injured in its business and property by reason of the above described conduct in that it has paid bills that were submitted by ANGELICA SIGLER

113. ANGELICA SIGLER's extensive fraudulent conduct against Heritage and all other carriers in Florida (see Exhibits A, B and C) demonstrates a high degree of moral turpitude and wanton dishonesty that entitles HERITAGE to recover punitive damages.

114. According, by virtue of the foregoing, HERITAGE is entitled to compensatory and punitive damages, together with interest and costs and any other relief the Court deems necessary.

ELEVENTH CAUSE OF ACTION
AGAINST WATER DRYOUT
(COMMON LAW FRAUD)

115. HERITAGE incorporates fully as set forth herein, each and every allegation in paragraphs one (1) through forty-five (45), including subparts above.

116. WATER DRYOUT intentionally and knowingly made false and fraudulent statements of material fact to HERITAGE in the course of their submission of claims to HERITAGE.

117. The claims submitted to HERITAGE constituted false and fraudulent statements of material fact in that the WATER DRYOUT forged/tampered the documents and therefore lacked valid assignments of benefits from HERITAGE insureds.

118. WATER DRYOUT intentionally made the false and fraudulent statements in a calculated effort to induce standing to seek benefits from HERITAGE insured policies, when in fact those insureds had no reason to know that they were assigning away important rights to same.

119. HERITAGE justifiably relied on these false and fraudulent representations and as a direct result has been injured in its business and property by reason of the above described conduct in that it has paid bills that were submitted by Defendants.

120. WATER DRYOUT's extensive fraudulent conduct against Heritage and all other carriers in Florida (see Exhibit A, B and C) demonstrates a high degree of moral turpitude and wanton dishonesty that entitles HERITAGE to recover punitive damages.

121. According, by virtue of the foregoing, HERITAGE is entitled to compensatory and punitive damages, together with interest and costs and any other relief the Court deems necessary.

TWELFTH CAUSE OF ACTION
AGAINST ALBERT SIGLER
(COMMON LAW FRAUD)

122. HERITAGE incorporates fully as set forth herein, each and every allegation in paragraphs one (1) through forty-five (45), including subparts above.

123. WATER DRYOUT is only the alter ego or mere instrumentality of its sole and single shareholder, ALBERT SIGLER.

124. That ALBERT SIGLER, the sole shareholder of WATER DRYOUT engaged in the wrongful conduct identified in the allegations set forth in paragraphs one (1) through forty-five as fully pled with specificity herein.

125. ALBERT SIGLER intentionally and knowingly made false and fraudulent statements of material fact to HERITAGE in the course of his submission of claims to HERITAGE.

126. The claims submitted to HERITAGE constituted false and fraudulent statements of material fact in that ALBERT SIGLER forged the documents and therefore lacked valid assignments of benefits from HERITAGE insureds.

127. ALBERT SIGLER intentionally made the false and fraudulent statements in a calculated effort to induce standing to seek benefits from HERITAGE insured policies, when in fact those insureds had no reason to know that they were assigning away important rights to same.

128. HERITAGE justifiably relied on these false and fraudulent representations and as a direct result has been injured in its business and property by reason of the above described conduct in that it has paid bills that were submitted by ALBERT SIGLER

129. ALBERT SIGLER's extensive fraudulent conduct against Heritage and all other carriers in Florida (see Exhibits A, B and C) demonstrates a high degree of moral turpitude and wanton dishonesty that entitles HERITAGE to recover punitive damages.

130. According, by virtue of the foregoing, HERITAGE is entitled to compensatory and punitive damages, together with interest and costs and any other relief the Court deems necessary.

131. Pursuant to the Federal Rules of Civil Procedure 38(b), Plaintiffs demand a trial by jury.

WHEREFORE, Plaintiffs, HERITAGE PROPERTY AND CASUALTY INSURANCE COMPANY demand that a Judgment be entered in their favor:

A. On the First Cause of Action against MOISTURE RID a declaration pursuant to the Declaratory Judgment Act, 28 U.S.C. §§2201 AND 2202, that MOISTURE RID have no right to receive payment/attorney fees and costs for any pending bills submitted to HERITAGE;

B. On the Second Cause of Action against WATER DRYOUT a declaration pursuant to the Declaratory Judgment Act, 28 U.S.C. §§2201 AND 2202, that WATER DRYOUT have no right to receive payment/attorney fees and costs for any pending bills submitted to HERITAGE;

C. On the Third Cause of Action against ANGELICA SIGLER, compensatory damages in favor of HERITAGE, an amount to be determined at trial but in excess of \$20,000.00, together with treble damages, costs, and reasonable attorneys' fees pursuant to 18 U.S.C. §1964 (C) plus interest;

D. On the Fourth Cause of Action against ALBERT SIGLER, compensatory damages in favor of HERITAGE, an amount to be determined at trial but in excess of \$80,000.00, together with treble damages, costs, and reasonable attorneys' fees pursuant to 18 U.S.C. §1964 (C) plus interest;

E. On the Fifth Cause of Action against MOISTURE RID, WATER DRYOUT, ANGELICA SIGLER, and, ALBERT SIGLER compensatory damages in favor of HERITAGE, an amount to be determined at trial but in excess of \$100,000.00, together with treble damages, costs, and reasonable attorneys' fees pursuant to 18 U.S.C. §1964 (C) plus interest;

F. On the Sixth Cause of Action against MOISTURE RID, WATER DRYOUT, ANGELICA SIGLER, and, ALBERT SIGLER compensatory damages in favor of HERITAGE, an amount to be determined at trial but in excess of \$100,000.00, together with costs, and reasonable attorneys' fees pursuant to Fla. Stat. §501.211(2) plus interest;

G. On the Seventh Cause of Action against MOISTURE RID, WATER DRYOUT, ANGELICA SIGLER, and, ALBERT SIGLER compensatory damages in favor of HERITAGE, an amount to be determined at trial but in excess of \$100,000.00, together with treble damages, costs, and reasonable attorneys' fees pursuant to Fla. Stat. §772.104 plus interest;

H. On the Eighth Cause of Action against MOISTURE RID, WATER DRYOUT, ANGELICA SIGLER, and, ALBERT SIGLER compensatory damages in favor of HERITAGE, an amount to be determined at trial but in excess of \$100,000.00;

I. On the Ninth Cause of Action against MOISTURE RID compensatory and punitive damages in favor of HERITAGE at an amount to be determined at trial;

J. On the Tenth Cause of Action against ANGELICA SIGLER compensatory and punitive damages in favor of HERITAGE at an amount to be determined at trial;

K. On the Eleventh Cause of Action against WATER DRYOUT compensatory and punitive damages in favor of HERITAGE at an amount to be determined at trial;

L. On the Twelfth Cause of Action against ALBERT SIGLER compensatory and punitive damages in favor of HERITAGE at an amount to be determined at trial.

Dated: January 13th, 2021

Respectfully submitted.

/s/ Murray Andrew Sperber

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