

**CIRCUIT COURT FOR THE THIRTEENTH JUDICIAL CIRCUIT  
HILLSBOROUGH COUNTY, FLORIDA**

HERITAGE PROPERTY & CASUALTY  
INSURANCE COMPANY,

Plaintiff,

v.

Case Number: 25-CA-002113  
Division D

JORDAN LEE,

Defendant.

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**FIRST AMENDED COMPLAINT**

Plaintiff Heritage Property & Casualty Insurance Company (“Plaintiff”) brings this action against Defendant Jordan Lee (“Defendant”) for fraud, constructive fraud, fraudulent misrepresentation, tortious interference, defamation, and defamation by implication and alleges as follows:

**INTRODUCTION**

1. When Defendant, an independent adjuster, saw Hurricane Ian approaching Florida’s southwest coast, he seized an opportunity to write large claim estimates and get generously compensated after the devastation. Defendant traveled from Texas to Florida in hopes of high pay. When preparing claim estimates for Plaintiff, Defendant fraudulently manipulated them to maximize his commission-based payout. When his misconduct was uncovered and his estimates were corrected, Defendant did not receive the compensation he expected. Consequently, Defendant returned to Texas and began falsely and publicly alleging that Plaintiff intentionally reduced his estimates to avoid payment to its insured.

2. Plaintiff, like other insurance companies confronted with a large volume of claims after a hurricane, relies on outsourced independent adjusters, like Defendant, to document claims honestly and accurately so that its insured receive timely claim resolution and payment.

3. But Defendant exploited the system. In the forty-two claim estimates Defendant prepared for Plaintiff, Defendant fraudulently inflated them to maximize his own payment, which was based on a percentage scaled to the claim amount. The higher the claim, the higher his pay.

4. Apparently, Defendant thought he could take advantage of this catastrophic event and write estimates without justification at Plaintiff's expense. In preparing the forty-two estimates for Plaintiff, Defendant inflated them by violating guidelines, defaulting to replacement instead of repair for virtually all damage, far exceeding the scope and amount of coverage under applicable policies, ordering upgraded and excessive material, failing to properly document damage, and intentionally increasing pricing in a variety of ways.

5. After a third-party administrator firm discovered Defendant's unscrupulous conduct, it expended significant time correcting them to ensure the estimates were supported by the insured's coverage, policy limits, and actual damage.

6. When Defendant learned that his estimates had been adjusted for accuracy and compliance, Defendant went to the media to publicly accuse *Plaintiff* of fraud in a series of defamatory false statements under the guise of concern for the insured. Defendant, however, failed to mention that the discrepancy between his estimates and the final payout to them was due to *his* own fraud.

7. Plaintiff has been publicly and wrongfully criminalized in multiple news stories where Defendant made false and defamatory statements about Plaintiff, including in *The Washington Post* and in a widely publicized *60 Minutes* episode. Immediately after *The*

*Washington Post* article, Plaintiff's market capitalization decreased by \$8,178,800.32. Immediately after the *60 Minutes* episode, Plaintiff's market capitalization dropped by \$100,337,327.46. As a result of Defendant's false and defamatory statements, Plaintiff expended significant resources mitigating the continuing harm caused by Defendant.

8. Plaintiff seeks damages arising from Defendant's fraud, constructive fraud, fraudulent misrepresentation, tortious interference, defamation, and defamation by implication.

### **PARTIES, JURISDICTION, AND VENUE**

9. Plaintiff is an insurance company that offers home, condo, rental property, and commercial residential insurance. Its principal place of business is in Tampa, Florida.

10. Defendant is a natural person domiciled in Texas. He is an independent adjuster licensed in Texas who traveled to Florida to prepare damage estimate reports on behalf of Plaintiff following Hurricane Ian. To do so, he held a nonresident independent adjuster's license in Florida.

11. This is an action for damages in excess of \$50,000.00, exclusive of interest, costs, and attorneys' fees.

12. The Court has subject matter jurisdiction over this action pursuant to Section 26.012, Florida Statutes.

13. The Court has personal jurisdiction over Defendant because he (a) operated business or business venture in this state; (b) committed tortious acts in this state; and (c) engaged in substantial activity in this state. *See* § 48.193, Fla. Stat.

14. Defendant's defamatory statements were, among other things, directed at Florida residents, published and/or broadcast in Florida, and Florida residents viewed, read, and/or downloaded the defamatory statements while in Florida, resulting in harm in Florida.

15. Venue is proper in Hillsborough County, Florida, pursuant to Section 47.011, Florida Statutes, because Plaintiff's causes of action accrued in Hillsborough County, Florida.

### **GENERAL ALLEGATIONS**

***A. Consistent with standard practice in the insurance industry, Plaintiff relies on independent adjusters to prepare claim estimates on its behalf.***

16. Insurance companies must meet certain statutory requirements for claim processing, including time constraints on investigating claims.

17. When an insurance company anticipates a high volume of claims, such as when there is a catastrophic event like a hurricane, it is customary in the industry for insurance companies to rely on third-party administrator firms ("TPAs") to help manage claims, which includes retaining independent adjusters to inspect insured properties and prepare claim estimates. This helps insurance companies process claims more efficiently and rapidly.

18. Independent adjusters are licensed professionals subject to a code of ethics. When independent adjusters prepare claim estimates, they do so on behalf of the insurer.

19. Before going to the insured property, independent adjusters are generally provided with, among other things, a Declarations ("Dec") Page, which summarizes the coverage, limits and deductibles, and the effective dates of the applicable insurance policy. Independent adjusters are expected to review the applicable Dec Page before inspecting a property and prepare estimates within its bounds.

20. An independent adjuster inspects the property and prepares a report with an estimated value of the claim, supported by detailed photographs, notes, and an itemized list of the damage repairs. The damage must be properly documented, and photographs must be clearly labeled by room or location within the property to support the line items in the estimate.



21. Additionally, independent adjusters must know the applicable insurance carrier's guidelines and comply with them. They are also expected to properly use the tools of their trade, such as moisture meters and ladders, and to correctly prepare their reports in the insurer's estimating software, such as Xactimate and XactAnalysis.

22. Independent adjusters prepare an estimate, not a promised payout. Each estimate states that "[t]he represented values within this estimate do not constitute a settlement of your claim" and "[n]o field adjuster or appraiser has the authority to authorize or guarantee payment by the carrier for your claim."

23. Each estimate further provides:

Pursuant to s. 817.234, Florida Statutes, any person who, with the intent to injure, defraud, or deceive any insurer or insured, prepares, presents, or causes to be presented a proof of loss or estimate of cost or repair of damaged property in support of a claim under an insurance policy knowing that the proof of loss or estimate of claim or repairs contains any false, incomplete, or misleading information concerning any fact or thing material to the claim commits a felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084, Florida Statutes.

24. TPAs provide quality assurance on independent adjusters' work. TPAs will review an independent adjuster's report and collaborate on the claim with the independent adjuster before it gets submitted to the insurance carrier. By collaborating, the TPAs and independent adjusters work together to gather information, assess damages, and make an estimate as accurate as possible before sending the estimate to the insurer to settle the claim.

25. Independent adjusters get paid a percentage of the claim amount.

26. Ultimately, the insurance company has final authority on all coverage decisions and final amounts paid to the insured.

***B. Plaintiff needed additional independent adjusters in response to an influx of Hurricane Ian claims.***

27. When news broke that Hurricane Ian was heading to southwest Florida, Plaintiff prepared for a large influx of insurance claims.

28. Plaintiff estimated it would need approximately fifty independent adjusters for an anticipated 2,500 claims. This estimate proved accurate.

29. Plaintiff relied on TPA firm Tristar Claims Solutions (“Tristar”) to engage independent adjusters.

30. Tristar engaged independent adjusters, including from other states, to assist with the voluminous claims following the catastrophe. Because multiple insurance carriers need to fulfill this need simultaneously, hiring independent adjusters can be a competitive process.

31. Plaintiff paid Tristar and independent adjusters based on a fee schedule in relation to the claim value. A “CAT fee schedule” refers to the payment structure used for independent adjusters handling catastrophic claims, such as Hurricane Ian, where they are paid a percentage of the total claim amount per claim settled. On the other hand, a “Daily Fee” is a fixed amount an adjuster earns for each day they work, regardless of the number of claims handled, and is typically used for smaller, more routine claims. Consistent with industry standards, for Hurricane Ian claims, independent adjusters received 65% of the fee schedule, and Tristar received 35% of the fee schedule. The applicable fee schedule is as follows:

Range	CAT Fee Schedule	Daily Fee Schedule
\$0-\$1000	\$440.00	\$440.00
\$1,000.01-\$2,500	\$475.00	\$440.00
\$2,500.01-\$5,000	\$590.00	\$440.00
\$5,000.01-\$7,500	\$680.00	\$440.00
\$7,500.01-\$10,000	\$750.00	\$440.00
\$10,000.01-\$15,000	\$875.00	\$440.00
\$15,000.01-\$25,000	\$1,030.00	\$440.00
\$25,000.01-\$35,000	\$1,225.00	\$440.00
\$35,000.01-\$50,000	\$1,545.00	\$440.00
\$50,000.01-\$75,000	\$1,840.00	\$440.00
\$75,000.01-\$100,000	3.0%	2.5%
\$100,000.01-\$150,000	2.6%	2.2%
\$150,000.01-\$250,000	2.3%	1.9%
\$250,000.01-\$500,000	2.0%	1.6%
\$500,000.01-\$750,000	1.7%	1.3%
\$750,000.01-UP	1.3%	1.0%

32. For a catastrophic claim with a payable amount of \$100,000.00, an independent adjuster would receive \$1,915.00 (65% of \$3,000.00, less a \$35 administrative fee), and Tristar would receive \$1,050.00 (35% of \$3,000.00). However, for a claim valued at \$750,000.00, an independent adjuster would receive \$8,252.50 (65% of \$12,750.00, less a \$35 administrative fee), and Tristar would receive \$4,462.50 (35% of \$12,750.00).

***C. Defendant came to Florida for a pay day in the aftermath of Hurricane Ian.***

33. On September 28, 2022, Hurricane Ian made landfall near Cayo Costa, Florida, impacting southwestern Florida, including Lee County, Florida, and surrounding areas.

34. Tristar began hiring independent adjusters before the hurricane hit but still needed to hire a few more to adequately respond to Plaintiff's claims.

35. Defendant learned that Tristar was searching for independent adjusters for Plaintiff. Tristar communicated with Defendant via text message on or about September 28, 2022, and hired Defendant and two of his friends, who were also independent adjusters, on or about September 29, 2022. Defendant and his two friends relocated to Florida where they shared a living space to minimize costs and maximize profits.

36. Before sending adjusters into the field, Tristar emailed its independent adjusters, including Defendant, at least thirty documents with relevant information, including required guidelines. Tristar also held an orientation meeting and conference calls with independent adjusters, including Defendant.

***D. Defendant fraudulently inflated his estimates to increase his own pay.***

37. While estimating Hurricane Ian claims for Plaintiff, Defendant wrote at least forty-two estimate reports in or around October of 2022.

38. During that time, Defendant periodically communicated with the Tristar Director of Claims via text message until October 5, 2022, when Defendant ceased communication for approximately ten days.

39. Plaintiff's guidelines provide that independent adjuster reports should be submitted within forty-two -eight hours of inspection. It is best practice for independent adjusters to submit reports immediately following inspections to efficiently facilitate claim processing. If there were four inspections in a day, there should be four reports submitted that same day. However, Defendant submitted reports in large clusters between October 15 and October 18, 2022.

40. On or about October 17, 2022, Tristar began identifying significant issues with Defendants' reports, including his use of drones to inspect roof damage.

41. Any drone usage required Plaintiff's approval. Tristar not only advised independent adjusters hired for Hurricane Ian claims of Plaintiff's general policy against drone use, but also advised that such use risked violating state and federal laws.

42. It is common industry standard to expect "boots on roofs" for roof inspections to accurately assess damage and to properly document it with photographs. Independent adjusters are expected to bring a ladder with them when they inspect homes. This is particularly important given

that many roofs are covered with tarps immediately following a hurricane, which must be temporarily removed to assess the damage. However, Defendant did not remove the tarps.

43. Defendant did not mount a single roof for inspection. Instead, Defendant relied exclusively on drones in direct violation of Plaintiff's policy, Tristar's instruction, and possibly federal and state law.

44. It is impossible for drone photos alone to accurately capture the damage, especially when tarps are not removed. Knowing this, Defendant nonetheless relied exclusively on drones and defaulted to roof replacements instead of repairs without support.

45. Tristar advised independent adjusters that if anyone had any safety concern regarding a roof inspection, they were to notify Tristar to resolve it. Defendant failed to contact Tristar with any such concerns.

46. In addition to Defendant's use of drones, Tristar identified other issues with Defendant's roof inspections.

47. Namely, Defendant failed to follow Plaintiff's policy regarding tile roofs. These roofs are not common in other states, are extremely fragile, and require expertise for inspection. Recognizing this, Plaintiff implemented a policy that a tile roof suspected of needing replacement would first have to be inspected by an engineer.

48. The independent adjusters were instructed to photograph tile roofs from a ladder. If an independent adjuster thought that the tile roof should be replaced, Plaintiff would send an engineer to inspect it to make that determination. In this catastrophic event, however, if a tile roof was considered an obvious total loss by an independent adjuster, they were directed to send detailed photos to Tristar because an engineer may not be needed to make the determination.

49. Despite these instructions, Defendant would typically estimate a full replacement for tile roofs.

50. Defendant's malfeasance was not limited to roof inspections. Defendant also failed to adequately document damage, including by improperly labeling and failing to include photos. For example, each interior room was labeled "interior" rather than specifying the exact location. Each proposed repair or replacement must be supported by photos and notes, otherwise it must be removed from the estimate because Plaintiff cannot pay for a repair or replacement that is not properly documented.

51. Without supporting documentation, Defendant prepared estimates for replacement of all electrical outlets and switches, all electrical wiring, all drywall in ceilings and walls, all circuit breaker panels, and all HVAC ducts. Also, without supporting documentation, Defendant would order HVAC and plumbing inspections for no apparent reason.

52. Defendant would include costs in his estimates to detach and reset meter masts, which is unnecessary to complete repairs to or replacement of the roof. Even worse, he would include this in his estimates when his photos reflected that the property was connected to underground power lines with no roof meter mast present.

53. Defendant would also include notes in his estimate on what he thought the cause of the damage was. Because independent adjusters are not experts, this is improper and would necessitate deletion of this note from his estimates.

54. Additionally, air movers and dehumidifiers are normally part of mitigation costs and are submitted to a mitigation contractor such as a remediation company. None of these costs should be included in any independent adjuster's estimate. Defendant nonetheless included these costs without support.

55. Defendant also improperly included damage estimates outside the scope of homeowners' policies, including for flood damage, which is excluded from a general homeowner's policy because it would be covered under a separate flood insurance policy.

56. Furthermore, Defendant inflated pricing in his estimates in several ways.

57. First, Defendant increased labor pricing. He would change unskilled labor to skilled labor to inflate costs. For instance, he would change what should have been reported as demolition or "remove and replace" (unskilled labor) to "roofing" (skilled labor), tripling the price.

58. Second, even when replacements were unnecessary, Defendant further raised costs by ordering upgraded and excess materials for replacements. There was no justification for such upgrades, which are generally left to the homeowner's expense. He ordered high grade instead of standard grade or currently used materials for almost everything (e.g., granite windowsills when the residence currently had marble windowsills). He would also order excess of material—by feet, not inches. In at least one case, he ordered sliding door replacements for more doors than existed in the home.

59. Third, and perhaps most blatant, Defendant inflated entire price lists for repair estimates by manually altering the claim database software's pre-populated pricing for the applicable zip code to a different zip code with higher pricing by approximately 20% (e.g., from Sarasota County to Lee County where the hurricane made landfall). Defendant deliberately made this change.

60. Locations most devastated by hurricanes experience surge pricing due to increased demand.

61. In virtually all of Defendant's reports, the assignment zip code was correct, but the price list used was from a different zip code with higher costs. Defendant had absolutely no

legitimate reason to use these price lists, and Tristar did not encounter this problem with any other independent adjuster's reports.

62. This discrepancy could only have been created manually and with a high level of expertise in the program. It does not happen by accident as it is a multi-step process. To make such a change, the software even prompts the question, "reprice estimate?" Defendant proceeded to reprice his estimates. A copy of screenshots of the steps Defendant would take to deliberately reprice his estimates is attached as **Exhibit A**.

63. Defendant was Level 1-2-3 Xactimate Certified and represented himself as a Subject Matter Expert. This certification means an individual passed all three levels of Xactimate user certification, demonstrating a progressive increase in proficiency with the Xactimate estimating software. Defendant used his certification of expertise in Xactimate and XactAnalysis software to fraudulently inflate his estimates.

64. By adjusting the zip code in the software, Defendant significantly increased his total estimates.

65. Though higher claim values would have benefited Tristar as well, Tristar identified Defendant's estimates as unethical and ultimately made significant corrections to lower the value of the claims.

66. There was no simple fix for Defendant's misconduct. The Tristar Director of Claims was obligated to correct Defendant's estimates to the extent possible to get the claim processed.

67. As part of the collaboration process used in the insurance industry, the Tristar Director of Claims attempted to contact Defendant to resolve these concerns.



68. On or about October 17, 2022, the Tristar Director of Claims urgently asked Defendant to call him to address the issues he identified in Defendant's reports. The Tristar Director of Claims was eventually able to speak with Defendant on the phone to provide an opportunity to correct the issues with his reports; however, Defendant refused and informed Tristar he was returning to Texas.

69. The Tristar Director of Claims spent hours reviewing, analyzing, and correcting each of Defendant's reports and supporting documentation. Tristar alone spent a significant amount of time attempting to correct Defendant's fraud to the extent possible before sending the estimates to Plaintiff.

70. Because of Defendant's malfeasance, the values of Defendant's claim estimates were significantly reduced.

71. As described per claim below, Defendant engaged in fraudulent misconduct and made false statements and omissions in preparing his estimates.

**Amelia Lyle (Claim # H100991)**

72. On or about September 30, 2022, Amelia Lyle contacted Plaintiff to initiate a claim for property damage sustained at her residence in North Port, Florida, following Hurricane Ian.

73. On or about October 6, 2022, Defendant visited the residence to conduct an inspection on behalf of Plaintiff.

74. Following his inspection, Defendant intentionally overestimated property damage from Hurricane Ian at \$22,619.63. Defendant's estimate is replete with intentional falsities and deceptive omissions, as discussed below.

75. Defendant also included an estimate of \$2,027.76 for awnings and patio covers even though he knew or should have known that enclosures were excluded under the policy.

76. Despite the residence being in North Port, Florida (Sarasota County), Defendant deliberately changed the pricing to Fort Myers, Florida (Lee County), to reflect the increased costs where Hurricane Ian made landfall. By increasing the price of materials and labor, Defendant inflated the costs in his estimate.

77. Defendant intentionally violated Plaintiff's guidelines by using a drone to inspect the roof. He failed to provide the required shingle and pitch gauge photos. Consequently, the full extent of the roofing damage could not be substantiated.

78. Defendant's photographs generally failed to justify the expenses. For example, the photos of the "boy's bedroom" did not support a complete replacement of all walls and ceilings.

79. Defendant also failed to include photos to support replacing windowsills, electric outlets, and switches throughout the interior of the residence.

80. Even without photos of damage to windowsills, Defendant included in his estimate replacement rather than repair and included excess materials by ordering, for instance, countertops instead of windowsills. Moreover, he knew or should have known that the windowsill was marble, but he upgraded the material to granite without justification.

81. Lastly, Defendant included unsupported costs for air movers and dehumidifiers although Defendant knew or should have known that these costs are typically expensed to remediation companies who then submit their claim to Plaintiff.

**Nathan Carey (Claim #: H100861)**

82. On or about September 30, 2022, Nathan Carey contacted Plaintiff to initiate a claim for property damage sustained at his residence in North Port, Florida, following Hurricane Ian.

83. On or about October 5, 2022, Defendant visited the residence to conduct an inspection on behalf of Plaintiff.

84. Following his inspection, Defendant intentionally overestimated the property damage from Hurricane Ian at \$32,741.23. Defendant's estimate is replete with intentional falsities and deceptive omissions, as discussed below.

85. Despite the residence being in North Port, Florida (Sarasota County), Defendant deliberately changed the pricing to reflect the increased costs in Lee County where Hurricane Ian made landfall. By increasing the price of materials and labor, Defendant inflated the costs in his estimate.

86. Defendant estimated the replacement of the walls and ceilings in the garage and the "kid's room" even though the photographs failed to justify these expenses.

87. Defendant intentionally violated Plaintiff's guidelines by using a drone to inspect the roof.

88. Defendant included labor costs for inspecting the HVAC, pool plumbing, and electric despite providing no supporting documentation for these costs.

**Bruce Capsuto (Claim #: H101124)**

89. On or about September 30, 2022, Bruce Capsuto contacted Plaintiff to initiate a claim for property damage sustained at his residence in North Port, Florida, following Hurricane Ian.

90. On or about October 5, 2022, Defendant visited the residence to conduct an inspection on behalf of Plaintiff.

91. Following his inspection, Defendant intentionally overestimated the property damage from Hurricane Ian at \$103,376.01. Defendant's estimate is replete with intentional falsities and deceptive omissions, as discussed below.

92. Despite the residence being in North Port, Florida (Sarasota County), Defendant deliberately changed the pricing to reflect the increased costs in Lee County where Hurricane Ian made landfall. By increasing the price of materials and labor, Defendant inflated the costs in his estimate.

93. Defendant also intentionally violated Plaintiff's guidelines by using a drone to inspect the roof. Despite his drone photos showing no damage to the roof, Defendant estimated a complete roof replacement at \$26,271.46.

94. As to the removal and replacement of the gutter and soffit, Defendant intentionally estimated hundreds of additional linear feet above the perimeter of the home as well as the complete replacement of all fascia, which is excessive based on the photos.

95. Even without photos of damage to windowsills, Defendant included in his estimate replacement rather than repair and included excess materials by ordering, for instance, countertops instead of windowsills. Moreover, he knew or should have known that the windowsill was marble, but he upgraded the material to granite without justification.

96. Defendant also included detaching and resetting the meter mast when no meter mast was even present. Regardless, this is unnecessary to complete repairs to or replacement of the roof.

97. Despite a clear water line in the photos of the exterior of the residence indicating a flood, Defendant estimated complete replacements of flooring, walls, ceilings, and electrical due to flood damage. However, Defendant knew or should have known that flood damage was excluded from the homeowner's policy, but he nevertheless included the damage in his estimate.

98. Lastly, Defendant estimated costs for an HVAC technician without supporting documentation and included costs for an air mover and dehumidifier even though the water intrusion was due to a flood. Regardless, Defendant knew or should have known that these costs are typically expensed to remediation companies who then submit their claim to Plaintiff.

**Daisy Rodriguez (Claim #: H100479)**

99. On or about September 30, 2022, Daisy Rodriguez contacted Plaintiff to initiate a claim for property damage sustained at her residence in North Port, Florida, following Hurricane Ian.

100. On or about October 4, 2022, Defendant visited the residence to conduct an inspection on behalf of Plaintiff.

101. Following his inspection, Defendant intentionally overestimated the property damage from Hurricane Ian at \$48,458.11. Defendant's estimate is replete with intentional falsities and deceptive omissions, as discussed below.

102. Defendant intentionally violated Plaintiff's guidelines by using a drone to inspect the roof.

103. Despite no damage to the attic, Defendant intentionally estimated the replacement of insulation. He also deliberately included replacement of flooring, walls, and ceiling in several rooms without providing documentation of water damage.

104. Defendant included the replacement of the main electrical panel and breakers without justification, and intentionally wrote the replacement of the metal awning and screen enclosure despite knowing they were excluded under the policy.

105. Defendant estimated two clean window units even though he noted in his estimate that there is only one window in the room.

106. Defendant also estimated costs for an HVAC and pool pump inspections without supporting documentation.

107. Lastly, Defendant included unsupported costs for air movers and dehumidifiers although Defendant knew or should have known that these costs are typically expensed to remediation companies who then submit their claim to Plaintiff.

**Virginia Rapkin (Claim #: H101335)**

108. On or about September 30, 2022, Virginia Rapkin contacted Plaintiff to initiate a claim for property damage sustained at her residence in North Port, Florida, following Hurricane Ian.

109. On or about October 6, 2022, Defendant visited the residence to conduct an inspection on behalf of Plaintiff.

110. Following his inspection, Defendant intentionally overestimated the property damage from Hurricane Ian at \$231,368.57. Defendant's estimate is replete with intentional falsities and deceptive omissions, as discussed below.

111. Despite the residence being in North Port, Florida (Sarasota County), Defendant intentionally changed the pricing to reflect the increased costs in Lee County where Hurricane Ian made landfall. By increasing the price of materials and labor, Defendant inflated the costs in his estimate.

112. Next, sliding doors were intentionally added to the estimate for every room in a total amount of \$9,874.24 regardless of whether they existed. As to Defendant's other fraudulent misconduct, it is detailed per room below.

113. Defendant included \$15,107.11 for a porch roof despite their being no documented damage.

114. For the master bedroom, Defendant included: a complete replacement of the ceiling even though the photos only depict 64 square feet of damage; crown molding despite no crown molding in the master bedroom photos; a complete drywall replacement, yet the photos do not justify a full replacement; the unnecessary removal of a windowsill; and the complete replacement of doors, base boards, and flooring without supporting documentation. Defendant also included costs for water mitigation even though the photos do not support the need for mitigation. Regardless, Defendant knew or should have known that these costs are typically expensed to remediation companies who then submit their claim to Plaintiff.

115. For the master bathroom, Defendant estimated the complete replacement of the entire room, including replacement of the ceiling, crown molding, walls, windows, doors, base board, flooring, electrical and other miscellaneous costs for water mitigation. The photos do not support the damage documented in the estimate.

116. The same is true of the master closet and rear bedroom. Defendant included replacement of the ceiling, crown molding, walls, windows, doors, base board, flooring, electrical and other miscellaneous costs for water mitigation for both these rooms without supporting documentation.

117. For the Jack & Jill bathroom, Defendant estimated replacement of the ceiling, crown molding, walls, windows, doors, base board, flooring, electrical and other miscellaneous costs for water mitigation. Not only is a complete replacement of the room excessive, but the damage in the photos is unrelated to Hurricane Ian.

118. Defendant further estimated the complete replacement of the entire upstairs hallway. Defendant again included replacement of the ceiling, crown molding, walls, windows, doors, base board, flooring, electrical and other miscellaneous costs for water mitigation.

Specifically, Defendant estimated the detachment and replacement of a sliding patio door handle, but there is no photographic evidence of a sliding door in the upstairs hallway. The photos do not support the damage documented in the estimate.

119. For the front bedroom, kitchen, dining room, entry/foyer, living, and back room, Defendant estimated the complete replacement of the entire room, including replacement of the ceiling, crown molding, walls, windows, doors, base board, flooring, electrical and other miscellaneous costs for water mitigation. Defendant also estimated one square foot of engineered wood flooring in the kitchen. However, the photos do not support the damage documented in the estimate.

120. Defendant estimated a complete rebuild of the stairs. While the photos show a moisture stain on the ceiling, the photo do not support building a new staircase. Defendant included replacement of the ceiling, crown molding, walls, windows, doors, base board, flooring, electrical and other miscellaneous costs for water mitigation.

121. Defendant estimated the complete replacement of the entire upstairs hallway, including replacement of the ceiling, crown molding, walls, windows, doors, base board, flooring, electrical and other miscellaneous costs for water mitigation without supporting documentation.

122. Defendant estimated \$9,867.57 to replace a fence and \$5,122.80 to replace a concrete pad; however, Defendant does not include a photo showing the fence or concrete pad connected to the house, which is a prerequisite for coverage. This also did not appear to be related to the hurricane.

123. Lastly, the labor estimated for the electrician and plumber have no supporting documentation, and the labor estimated to replace the wood floor covering and concrete is not only unsupported by the photos, but it is also unrelated to Hurricane Ian.



**Andrew Vale (Claim #: H101558)**

124. On or about September 30, 2022, Andrew Vale contacted Plaintiff to initiate a claim for property damage sustained at his residence in North Port, Florida, following Hurricane Ian.

125. On or about October 7, 2022, Defendant visited the residence to conduct an inspection on behalf of Plaintiff.

126. Following his inspection, Defendant intentionally overestimated the property damage from Hurricane Ian at \$38,948.77. Defendant's estimate is replete with intentional falsities and deceptive omissions, as discussed below.

127. Despite the residence being in North Port, Florida (Sarasota County), Defendant intentionally changed the pricing to reflect the increased costs in Lee County where Hurricane Ian made landfall. By increasing the price of materials and labor, Defendant inflated the costs in his estimate.

128. Defendant also intentionally estimated hundreds of additional linear feet of gutter above the perimeter of the home and estimated the complete replacement of all fascia, which is excessive and unsupported based on the photos.

**Pavel Bratnichenko (Claim #: H100262)**

129. On or about September 30, 2022, Pavel Bratnichenko contacted Plaintiff to initiate a claim for property damage sustained at his residence in North Port, Florida, following Hurricane Ian.

130. On or about October 7, 2022, Defendant visited the residence to conduct an inspection on behalf of Plaintiff.

131. Following his inspection, Defendant intentionally overestimated the property damage from Hurricane Ian at \$49,634.17. Defendant's estimate is replete with intentional falsities and deceptive omissions, as discussed below.

132. Despite the residence being in North Port, Florida (Sarasota County), Defendant intentionally changed the pricing to reflect the increased costs in Lee County where Hurricane Ian made landfall. By increasing the price of materials and labor, Defendant inflated the costs in his estimate.

133. When inspecting the exterior, Defendant used a drone rather than getting on the roof to inspect in violation of Plaintiff's guidelines.

134. As to the interior, Defendant deliberately estimated the complete replacement and removal of all drywall, flooring, and doors in the entire residence. However, a review of the estimate shows that there are no photos depicting water damage.

135. For each interior room, Defendant used the same forty-six line items that do not correlate with the photos of the loss.

136. Even without photos of damage to windowsills, Defendant included in his estimate replacement rather than repair and included excess materials by ordering, for instance, countertops instead of windowsills. Moreover, he knew or should have known that the windowsill was marble, but he upgraded the material to granite without justification.

**Anne Woodward (Claim #: H100899)**

137. On or about September 30, 2022, Anne Woodward contacted Plaintiff to initiate a claim for property damage sustained at her residence in North Port, Florida, following Hurricane Ian.

138. On or about October 7, 2022, Defendant visited the residence to conduct an inspection on behalf of Plaintiff.

139. Following his inspection, Defendant intentionally overestimated the property damage from Hurricane Ian at \$65,608.84. Defendant's estimate is replete with intentional falsities and omissions, as discussed below.

140. Despite the residence being in North Port, Florida (Sarasota County), Defendant intentionally changed the pricing to reflect the increased costs in Lee County where Hurricane Ian made landfall. By increasing the price of materials and labor, Defendant inflated the costs in his estimate.

141. Not only did Defendant use a drone to inspect the roof in violation of Plaintiff's guidelines, but Defendant estimated a full roof replacement even though the photos attached to the estimate only show several missing shingles.

142. Defendant estimated the removal and replacement of all drywall and electrical outlets and switches despite no supporting documentation. He also estimated the removal and replacement of one square foot of tile flooring in the interior of the residence without a single photo of tile flooring. In fact, Defendant intentionally omitted any photos of the "kid's room" and only included one overview photo of the dining room despite including several line items on these rooms.

143. Defendant also ordered hundreds more linear feet of gutter than the entire perimeter of the residence.

144. Even without photos of damage to windowsills, Defendant included in his estimate replacement rather than repair and included excess materials by ordering, for instance, countertops

instead of windowsills. Moreover, he knew or should have known that the windowsill was marble, but he upgraded the material to granite without justification.

**Sara Williams (Claim #: H99791)**

145. On or about September 30, 2022, Sara Williams contacted Plaintiff to initiate a claim for property damage sustained at her residence in North Port, Florida, following Hurricane Ian.

146. On or about October 7, 2022, Defendant visited the residence to conduct an inspection on behalf of Plaintiff.

147. Following his inspection, Defendant intentionally overestimated the property damage from Hurricane Ian at \$9,203.13. Defendant's estimate is replete with intentional falsities and omissions, as discussed below.

148. Despite the residence being in North Port, Florida (Sarasota County), Defendant intentionally changed the pricing to reflect the increased costs in Lee County where Hurricane Ian made landfall. By increasing the price of materials and labor, Defendant inflated the costs in his estimate.

149. Not only did Defendant use a drone to inspect the roof in violation of Plaintiff's guidelines, but photos show a tarp rather than the alleged damage under it. From these photos alone, Defendant estimated the roof repair and the resulting damage to the laundry room.

150. Furthermore, Defendant also estimated the removal and replacement of all drywall, insulation, crown molding, electrical outlet and switches, and flooring in the laundry room where the one photo of the room reflects no damage.

151. Defendant also included costs for water mitigation even though the photos do not support the need for mitigation. Regardless, Defendant knew or should have known that these costs are typically expensed to remediation companies who then submit their claim to Plaintiff.

**Eric Oliver (Claim #: H101468)**

152. On or about September 30, 2022, Eric Oliver contacted Plaintiff to initiate a claim for property damage sustained at his residence in North Port, Florida, following Hurricane Ian.

153. On or about October 7, 2022, Defendant visited the residence to conduct an inspection on behalf of Plaintiff.

154. Following his inspection, Defendant intentionally overestimated the property damage from Hurricane Ian at \$72,524.92. Defendant's estimate is replete with intentional falsities and omissions, as discussed below.

155. Despite the residence being in North Port, Florida (Sarasota County), Defendant intentionally changed the pricing to reflect the increased costs in Lee County where Hurricane Ian made landfall. By increasing the price of materials and labor, Defendant inflated the costs in his estimate.

156. Not only did Defendant use a drone to inspect the roof in violation of Plaintiff's guidelines, but Defendant estimated the total replacement of the roof even though the photos show repairable damage.

157. Defendant also included the replacement of gutters, soffit, and fascia that Defendant knew were unaffected by the roof damage and unsupported by photos.

158. Specifically, Defendant estimated hundreds of linear feet of gutter replacement greater than the total perimeter of the residence.

159. Defendant also estimated the detachment, resetting, and remounting of the solar panels on the roof that are the responsibility of the manufacturer, not Plaintiff.

160. Furthermore, Defendant included detaching and resetting the meter mast, which is unnecessary to complete repairs to or replacement of the roof.

161. While the interior damage was noted to be isolated to the great room ceiling, Defendant included the removal and replacement of all drywall, flooring, and electrical outlets and switches in all interior rooms.

162. Lastly, Defendant included unsupported costs for air movers and dehumidifiers although Defendant knew or should have known that these costs are typically expensed to remediation companies who then submit their claim to Plaintiff.

**Carol Piltz (Claim #: H100933)**

163. On or about September 30, 2022, Carol Piltz contacted Plaintiff to initiate a claim for property damage sustained at her residence in North Port, Florida, following Hurricane Ian.

164. On or about October 5, 2022, Defendant visited the residence to conduct an inspection on behalf of Plaintiff.

165. Following his inspection, Defendant intentionally overestimated the property damage from Hurricane Ian at \$37,401.55. Defendant's estimate is replete with intentional falsities and omissions, as discussed below.

166. Despite the residence being in North Port, Florida (Sarasota County), Defendant intentionally changed the pricing to reflect the increased costs in Lee County where Hurricane Ian made landfall. By increasing the price of materials and labor, Defendant inflated the costs in his estimate.

167. In addition to intentionally modifying the pricing to inflate the amounts of his estimates, Defendant included full replacement of the walls, ceilings, flooring, baseboards, and electrical outlets and switches without any justification.

168. The fence was included in the estimate, but there is no supporting documentation to confirm that it was attached to the dwelling as required.

169. Even without photos of damage to windowsills, Defendant included in his estimate replacement rather than repair and included excess materials by ordering, for instance, countertops instead of windowsills. Moreover, he knew or should have known that the windowsill was marble, but he upgraded the material to granite without justification.

170. Defendant also included detaching and resetting the meter mast when no meter mast was even present. Regardless, this is unnecessary to complete repairs to or replacement of the roof.

171. Lastly, Defendant included unsupported costs for air movers and dehumidifiers although Defendant knew or should have known that these costs are typically expensed to remediation companies who then submit their claim to Plaintiff.

**Caleb Upton (Claim #: H101255)**

172. On or about September 30, 2022, Caleb Upton contacted Plaintiff to initiate a claim for property damage sustained at his residence in North Port, Florida, following Hurricane Ian.

173. On or about October 3, 2022, Defendant visited the residence to conduct an inspection on behalf of Plaintiff.

174. Following his inspection, Defendant intentionally overestimated the property damage from Hurricane Ian at \$68,347.53. Defendant's estimate is replete with intentional falsities and omissions, as discussed below.

175. Despite the residence being in North Port, Florida (Sarasota County), Defendant intentionally changed the pricing to reflect the increased costs in Lee County where Hurricane Ian made landfall. By increasing the price of materials and labor, Defendant inflated the costs in his estimate.

176. Defendant intentionally violated Plaintiff's guidelines by using a drone to inspect the roof. Despite his drone photos showing repairable damage to the roof, Defendant estimated a complete roof replacement at \$14,244.89.

177. Defendant also included detaching and resetting the meter mast, which is unnecessary to complete repairs to or replacement of the roof.

178. Defendant further included the replacement of all the soffit without any supporting documentation.

179. Additionally, Defendant estimated the removal and replacement of all walls, ceilings, and electrical outlets and switches in the interior of the residence even though there was no evidence of water damage (or any other damage).

180. Even without photos of damage to windowsills, Defendant included in his estimate replacement rather than repair and included excess materials by ordering, for instance, countertops instead of windowsills. Moreover, he knew or should have known that the windowsill was marble, but he upgraded the material to granite without justification.

**Mike Morales (Claim #: H101678)**

181. On or about September 30, 2022, Mike Morales contacted Plaintiff to initiate a claim for property damage sustained at his residence in North Port, Florida, following Hurricane Ian.



182. On or about October 8, 2022, Defendant visited the residence to conduct an inspection on behalf of Plaintiff.

183. Following his inspection, Defendant intentionally overestimated the property damage from Hurricane Ian to be \$488,284.64. Defendant's estimate is replete with intentional falsities and omissions, as discussed below.

184. Despite the residence being in North Port, Florida (Sarasota County), Defendant intentionally changed the pricing to reflect the increased costs in Lee County where Hurricane Ian made landfall. By increasing the price of materials and labor, Defendant inflated the costs in his estimate.

185. Without even removing the tarp to inspect the roof (with a drone or otherwise), Defendant estimated a full roof replacement at \$222,752.41. He noted that roof tiles were blown off during the storm causing damage to the underlayment; however, his estimate did not include the alleged damage to the underlayment.

186. As to the interior, Defendant estimated HVAC duct work, the complete removal and replacement of the walls, ceiling, carpentry, insulation, windows, ductwork, breaker panel, and electrical of every room even though nothing in his photos supported these costs. He also estimated one square foot of tile flooring per room despite no damage to the flooring evident from the photos.

187. In each room of the interior, without support, Defendant also estimated the removal and replacement of electrical outlets and switches, detachment and replacement of each windowsill, and costs for HVAC technicians to check the air conditioning, a plumber to inspect the pool, and a carpenter to check the boat deck.

188. Even without photos of damage to windowsills, Defendant included in his estimate replacement rather than repair and included excess materials by ordering, for instance, countertops instead of windowsills. Moreover, he knew or should have known that the windowsill was marble, but he upgraded the material to granite without justification.

189. Defendant estimated crown molding in the garage even though the photos do not show crown molding in the garage.

190. Lastly, Defendant included unsupported costs for air movers and dehumidifiers although Defendant knew or should have known that these costs are typically expensed to remediation companies who then submit their claim to Plaintiff.

**Michael Koster (Claim #: H101327)**

191. On or about September 30, 2022, Michael Koster contacted Plaintiff to initiate a claim for property damage sustained at his residence in Port Charlotte, Florida, following Hurricane Ian.

192. On or about October 8, 2022, Defendant visited the residence to conduct an inspection on behalf of Plaintiff.

193. Following his inspection, Defendant intentionally overestimated the property damage from Hurricane Ian at \$12,049.48. Defendant's estimate is replete with intentional falsities and omissions, as discussed below.

194. Despite the residence being in Port Charlotte, Florida (Charlotte County), Defendant intentionally changed the pricing to reflect the increased costs in Lee County where Hurricane Ian made landfall. By increasing the price of materials and labor, Defendant inflated the costs in his estimate.

195. Regarding the exterior, Defendant used a drone to inspect the roof in violation of Plaintiff's guidelines.

196. As to the interior, Defendant stated in his report that storm-related openings cannot be confirmed, but he nonetheless estimated the complete removal and replacement of walls, ceilings, and baseboards in the living room despite his photos only reflecting the need for certain repairs.

197. Defendant also estimated the replacement of electrical outlets and switches without justification and included an air mover and dehumidifier even though these costs are typically expensed to remediation companies who then submit their claim to Plaintiff.

**David Rine (Claim #: H100977)**

198. On or about September 30, 2022, David Rine contacted Plaintiff to initiate a claim for property damage sustained at his residence in Port Charlotte, Florida, following Hurricane Ian.

199. On or about October 17, 2022, Defendant visited the residence to conduct an inspection on behalf of Plaintiff.

200. Following his inspection, Defendant intentionally overestimated the property damage from Hurricane Ian at \$204,256.36. Defendant's estimate is replete with intentional falsities and omissions, as discussed below.

201. Despite the residence being in Port Charlotte, Florida (Charlotte County), Defendant intentionally changed the pricing to reflect the increased costs in Lee County where Hurricane Ian made landfall. By increasing the price of materials and labor, Defendant inflated the costs in his estimate.

202. Regarding the roof, Defendant used a drone to inspect it in violation of Plaintiff's guidelines. Furthermore, Defendant wrote under his drone photos of the roof: "Roof has damage

to tiles. There are slipped tiles, tiles that are damaged due to chatter and tiles that are completely off the roof.” Yet, Defendant estimated a total replacement of the roof along with all the soffit, fascia, and gutters without justification.

203. Defendant also included detaching and resetting the meter mast, which is unnecessary to complete repairs to or replacement of the roof.

204. Additionally, Defendant estimated the complete replacement of air conditioning duct work, attic insulation, and the electrical rewiring of the house (including breaker panel replacement) with no supporting documentation.

205. Although the pool enclosure was excluded under the policy, Defendant nevertheless intentionally included this cost in his estimate.

206. As to the interior, Defendant estimated the complete replacement of walls, ceilings, flooring, baseboards, electrical, and HVAC for each room even though the photos do not support such costs.

207. Defendant included costs for an HVAC technician and a plumber despite no support for these costs.

208. Lastly, Defendant included unsupported costs for air movers and dehumidifiers although Defendant knew or should have known that these costs are typically expensed to remediation companies who then submit their claim to Plaintiff.

**Eva Gaglio (Claim #: H101369)**

209. On or about September 30, 2022, Eva Gaglio contacted Plaintiff to initiate a claim for property damage sustained at her residence in Port Charlotte, Florida, following Hurricane Ian.

210. On or about October 8, 2022, Defendant visited the residence to conduct an inspection on behalf of Plaintiff.

211. Following his inspection, Defendant intentionally overestimated the property damage from Hurricane Ian at \$28,731.37. Defendant's estimate is replete with intentional falsities and omissions, as discussed below.

212. Despite the residence being in Port Charlotte, Florida (Charlotte County), Defendant intentionally changed the pricing to reflect the increased costs in Lee County where Hurricane Ian made landfall. By increasing the price of materials and labor, Defendant inflated the costs in his estimate.

213. Defendant used a drone to inspect the roof in violation of Plaintiff's guidelines. While the photos showed repairable and isolated damage to the roof, Defendant estimated a complete roof replacement in the amount of \$28,731.37.

214. Defendant also included detaching and resetting the meter mast, which is unnecessary to complete repairs to or replacement of the roof.

215. As to the removal and replacement of the gutter, Defendant intentionally estimated hundreds of additional linear feet above the perimeter of the home to increase costs, and ultimately, his payout.

**Ronnie Abrams (Claim #: H101566)**

216. On or about September 30, 2022, Ronnie Abrams contacted Plaintiff to initiate a claim for property damage sustained at his residence in Port Charlotte, Florida, following Hurricane Ian.

217. On or about October 8, 2022, Defendant visited the residence to conduct an inspection on behalf of Plaintiff.

218. Following his inspection, Defendant intentionally overestimated the property damage from Hurricane Ian at \$64,574.20. Defendant's estimate is replete with intentional falsities and omissions, as discussed below.

219. Despite the residence being in Port Charlotte, Florida (Charlotte County), Defendant intentionally changed the pricing to reflect the increased costs in Lee County where Hurricane Ian made landfall. By increasing the price of materials and labor, Defendant inflated the costs in his estimate.

220. Defendant grossly inflated the estimate. Defendant included costs for removing and replacing drywall, ceilings, insulation, electrical, wiring, wall studs, flooring, windows, and HVAC in each interior room of the condo unit without justification.

221. Specifically, Defendant included the replacement of the kitchen cabinets even though no damage is visible in the photos.

222. Defendant also included higher grade items such as wood when the flooring is laminate in addition to higher-grade kitchen cabinets, windowsills, and carpeting.

223. Defendant also added costs for water mitigation even though the photos do not support the need for mitigation. Regardless, Defendant knew or should have known that these costs are typically expensed to remediation companies who then submit their claim to Plaintiff.

**Tony Florio (Claim #: H101650)**

224. On or about September 30, 2022, Tony Florio contacted Plaintiff to initiate a claim for property damage sustained at his residence in Port Charlotte, Florida, following Hurricane Ian.

225. On or about October 11, 2022, Defendant visited the residence to conduct an inspection on behalf of Plaintiff.

226. Following his inspection, Defendant intentionally overestimated the property damage from Hurricane Ian at \$75,407.97. Defendant's estimate is replete with intentional falsities and omissions, as discussed below.

227. Despite the residence being in Port Charlotte, Florida (Charlotte County), Defendant intentionally changed the pricing to reflect the increased costs in Lee County where Hurricane Ian made landfall. By increasing the price of materials and labor, Defendant inflated the costs in his estimate.

228. Defendant used a drone to inspect the roof in violation of Plaintiff's guidelines.

229. Each of the ten rooms in the interior of the house included the same line items in the estimate. Specifically, Defendant estimated that each room needed the entire removal and replacement of all walls, ceiling, flooring, and electrical.

230. Even without photos of damage to windowsills, Defendant included in his estimate replacement rather than repair and included excess materials by ordering, for instance, countertops instead of windowsills. Moreover, he knew or should have known that the windowsill was marble, but he upgraded the material to granite without justification.

231. Defendant also included costs for water mitigation even though the photos do not support the need for mitigation. Regardless, Defendant knew or should have known that these costs are typically expensed to remediation companies who then submit their claim to Plaintiff.

**David Bogard (Claim #: H101720)**

232. On or about September 30, 2022, David Bogard contacted Plaintiff to initiate a claim for property damage sustained at his residence in Port Charlotte, Florida, following Hurricane Ian.

233. On or about October 6, 2022, Defendant visited the residence to conduct an inspection on behalf of Plaintiff.

234. Following his inspection, Defendant intentionally overestimated the property damage from Hurricane Ian to be \$193,996.05. Defendant's estimate is replete with intentional falsities and omissions, as discussed below.

235. Despite the residence being in Port Charlotte, Florida (Charlotte County), Defendant intentionally changed the pricing to reflect the increased costs in Lee County where Hurricane Ian made landfall. By increasing the price of materials and labor, Defendant inflated the costs in his estimate.

236. Defendant used a drone to inspect the roof in violation of Plaintiff's guidelines. While the photos showed repairable slipped and cracked tiles and damage to some of the soffit, Defendant estimated a complete roof replacement in the amount of \$67,975.33. Defendant noted in his estimate, "The roof is damaged beyond repair. The leading edge of the tiles are damaged, meaning they chattered during the heavy winds of Hurricane Ian. Because the tiles lifted up during the storm the underlayment has become damaged due to the lifting of the tile. The underlayment has been damaged to the extent of causing major leaks in the interior of the house. There is high moisture in the walls and ceiling of the home." However, the photos demonstrate otherwise, and no photos demonstrate that the underlayment was damaged.

237. The photos included in the report do not justify the complete replacement of the roof, and none of the twenty-two rooms show any water damage.

238. While the photos show no water damage to the interior of the residence, Defendant estimated the complete removal and replacement of all the walls, ceilings, baseboards, and electrical in all rooms by repeating the same line items.



239. Furthermore, Defendant also included costs for water mitigation even though the photos do not support the need for mitigation. Regardless, Defendant knew or should have known that these costs are typically expensed to remediation companies who then submit their claim to Plaintiff.

**Janice Davies (Claim #: H101734)**

240. On or about September 30, 2022, Janice Davies contacted Plaintiff to initiate a claim for property damage sustained at his residence in Port Charlotte, Florida, following Hurricane Ian.

241. On or about October 8, 2022, Defendant visited the residence to conduct an inspection on behalf of Plaintiff.

242. Following his inspection, Defendant intentionally overestimated the property damage from Hurricane Ian at \$81,291.83. Defendant's estimate is replete with intentional falsities and omissions, as discussed below.

243. Despite the residence being in Port Charlotte, Florida (Charlotte County), Defendant intentionally changed the pricing to reflect the increased costs in Lee County where Hurricane Ian made landfall. By increasing the price of materials and labor, Defendant inflated the costs in his estimate.

244. Regarding the exterior of the property, Defendant used a drone to inspect the roof in violation of Plaintiff's guidelines and intentionally estimated hundreds of extra linear feet of gutters and soffit than the total perimeter of the residence. Moreover, the removal and replacement of all fascia is excessive based on the photos.

245. Defendant also included detaching and resetting the meter mast when no meter mast was even present. Regardless, this is unnecessary to complete repairs to or replacement of the roof.

246. On the interior, Defendant estimated the removal and replacement of the walls, ceilings, flooring, baseboards, and electric outlets and switches in the guest room even though there is no water damage depicted in the photos.

247. Defendant also estimated labor for the inspection of the HVAC and for a plumber for the pool even though there is no documentation to support these inspections.

248. There is also nothing in the photos to substantiate the need for an HVAC technician or plumber to inspect the pool.

249. Lastly, Defendant included unsupported costs for air movers and dehumidifiers although Defendant knew or should have known that these costs are typically expensed to remediation companies who then submit their claim to Plaintiff.

**Joseph Gentile (Claim #: H101637)**

250. On or about September 30, 2022, Joseph Gentile contacted Plaintiff to initiate a claim for property damage sustained at his residence in Port Charlotte, Florida, following Hurricane Ian.

251. On or about October 6, 2022, Defendant visited the residence to conduct an inspection on behalf of Plaintiff.

252. Following his inspection, Defendant intentionally overestimated the property damage from Hurricane Ian at \$56,934.13. Defendant's estimate is replete with intentional falsities and omissions, as discussed below.

253. Despite the residence being in Port Charlotte, Florida (Charlotte County), Defendant intentionally changed the pricing to reflect the increased costs in Lee County where Hurricane Ian made landfall. By increasing the price of materials and labor, Defendant inflated the costs in his estimate.

254. Defendant did not inspect the roof. Thus, any roof damage is unknown.

255. Nevertheless, Defendant included detaching and resetting the meter mast, which is unnecessary to complete repairs to or replacement of the roof.

256. While screen damage was noted on the pool enclosure, coverage for the screen was excluded under the policy, and there was no damage to the framing.

257. Defendant also estimated a full replacement of the ceiling and electrical in the kitchen, living room, and patio without any documentation to substantiate the damage.

**Timothy Miniscalco (Claim #: H101719)**

258. On or about September 30, 2022, Timothy Miniscalco contacted Plaintiff to initiate a claim for property damage sustained at his residence in Port Charlotte, Florida, following Hurricane Ian.

259. On or about October 5, 2022, Defendant visited the residence to conduct an inspection on behalf of Plaintiff.

260. Following his inspection, Defendant intentionally overestimated the property damage from Hurricane Ian at \$55,599.57. Defendant's estimate is replete with intentional falsities and omissions, as discussed below.

261. Despite the residence being in Port Charlotte, Florida (Charlotte County), Defendant intentionally changed the pricing to reflect the increased costs in Lee County where Hurricane Ian made landfall. By increasing the price of materials and labor, Defendant inflated the costs in his estimate.

262. Defendant used a drone to inspect the roof in violation of Plaintiff's guidelines. While damage to the roof was noted, Defendant also included in his estimate a full pool screen enclosure that was excluded under the policy.

263. Water damage to the garage ceiling was noted in the photos; however, Defendant included the same macro list of items for each room of the interior despite the absence of water damage. In each interior room, Defendant estimated the removal and replacement of walls, ceilings, flooring, windows, and electrical.

264. Even without photos of damage to windowsills, Defendant included in his estimate replacement rather than repair and included excess materials by ordering, for instance, countertops instead of windowsills. Moreover, he knew or should have known that the windowsill was marble, but he upgraded the material to granite without justification.

265. Defendant included costs for an HVAC technician and a plumber despite no photographic support for the costs.

266. Lastly, Defendant included unsupported costs for air movers and dehumidifiers although Defendant knew or should have known that these costs are typically expensed to remediation companies who then submit their claim to Plaintiff.

**Rochelle Lemmons (Claim #: H101572)**

267. On or about September 30, 2022, Rochelle Lemmons contacted Plaintiff to initiate a claim for property damage sustained at her residence in Port Charlotte, Florida, following Hurricane Ian.

268. On or about October 8, 2022, Defendant visited the residence to conduct an inspection on behalf of Plaintiff.

269. Following his inspection, Defendant intentionally overestimated the property damage from Hurricane Ian at \$92,452.23. Defendant's estimate is replete with intentional falsities and omissions, as discussed below.

270. Despite the residence being in Port Charlotte, Florida (Charlotte County), Defendant intentionally changed the pricing to reflect the increased costs in Lee County where Hurricane Ian made landfall. By increasing the price of materials and labor, Defendant inflated the costs in his estimate.

271. As to the exterior of the residence, not only did Defendant use a drone to inspect the roof in violation of Plaintiff's guidelines, but he also overestimated the replacement of the gutter and soffit by hundreds of linear feet greater than the total perimeter of the residence. Additionally, Defendant estimated the removal and replacement of all fascia in the residence, which is excessive and not supported by the photos. The roof was able to be repaired and did not need to be replaced.

272. Defendant also included detaching and resetting the meter mast when no meter mast was even present. Regardless, this is unnecessary to complete repairs to or replacement of the roof.

273. Defendant estimated a complete HVAC duct replacement and the rewiring of the electrical, including a new breaker panel, even though the photos do not support these damages. Similarly, complete insulation replacement is also unjustified.

274. While damage to the garage is documented, there is no other water damage noted to the interior.

275. The attic was inspected, and no damage was noted. Yet, Defendant included in the estimate attic insulation, air conditioning ductwork, breaker panel, and rewiring the electric.

276. Despite there being no documented damage inside the house except for the garage, Defendant estimated for the removal and replacement of walls, ceilings, flooring, baseboards, and electrical in each room.

277. Defendant's estimate for an HVAC technician is also not supported by the photos.

278. Even without photos of damage to windowsills, Defendant included in his estimate replacement rather than repair and included excess materials by ordering, for instance, countertops instead of windowsills. Moreover, he knew or should have known that the windowsill was marble, but he upgraded the material to granite without justification.

279. Lastly, Defendant included unsupported costs for air movers and dehumidifiers although Defendant knew or should have known been aware that these costs are typically expensed to remediation companies who then submit their claim to Plaintiff.

**William Schroeder (Claim #: H101460)**

280. On or about September 30, 2022, William Schroeder contacted Plaintiff to initiate a claim for property damage sustained at his residence in Rotonda West, Florida, following Hurricane Ian.

281. On or about October 8, 2022, Defendant visited the residence to conduct an inspection on behalf of Plaintiff.

282. Following his inspection, Defendant intentionally overestimated the property damage from Hurricane Ian at \$106,529.98. Defendant's estimate is replete with intentional falsities and omissions, as discussed below.

283. Despite the residence being in Rotonda West, Florida (Charlotte County), Defendant intentionally changed the pricing to reflect the increased costs in Lee County where Hurricane Ian made landfall. By increasing the price of materials and labor, Defendant inflated the costs in his estimate.

284. When estimating the exterior of the residence, Defendant used a drone in violation of Plaintiff's guidelines. Furthermore, while some damage to the roof (which was partly covered

by a tarp), soffit, and fascia was documented, Defendant estimated a full replacement of the roof, soffit, fascia, and gutters without justification.

285. Defendant also included detaching and resetting the meter mast, which is unnecessary to complete repairs to or replacement of the roof.

286. Defendant also estimated the replacement of a dock that was not covered under the policy.

287. On the interior, Defendant's photos depict water stains on the ceilings of two rooms, yet Defendant estimated the same forty-six line items involving complete removal and replacement of walls, ceiling, crown molding, doors, windows, baseboards, and electrical for seven rooms. These costs are unjustified by the photos.

288. Even without photos of damage to windowsills, Defendant included in his estimate replacement rather than repair and included excess materials by ordering, for instance, countertops instead of windowsills. Moreover, he knew or should have known that the windowsill was marble, but he upgraded the material to granite without justification.

289. Lastly, Defendant included unsupported costs for air movers and dehumidifiers although Defendant knew or should have known that these costs are typically expensed to remediation companies who then submit their claim to Plaintiff.

**Mary Sebastian (Claim # H101666)**

290. On or about September 30, 2022, Mary Sebastian contacted Plaintiff to initiate a claim for property damage sustained at her residence in Rotonda West, Florida, following Hurricane Ian.

291. On or about October 4, 2022, Defendant visited the residence to conduct an inspection on behalf of Plaintiff.

292. Following his inspection Defendant intentionally overestimated the property damage from Hurricane Ian at \$199,359.83. Defendant's estimate is replete with intentional falsities and omissions, as discussed below.

293. Despite the residence being in Rotonda West, Florida (Charlotte County) Defendant deliberately changed the pricing to reflect the increased costs in Lee County where Hurricane Ian made landfall. By increasing the price of materials and labor, Defendant inflated the costs in his estimate.

294. When estimating the exterior of the residence, Defendant used a drone in violation of Plaintiff's guidelines.

295. As to the removal and replacement of the gutter and soffit, Defendant intentionally estimated hundreds of additional linear feet above the perimeter of the home as well as the complete replacement of all fascia, which is excessive based on photos.

296. Even without photos of damage to windowsills, Defendant included in his estimate replacement rather than repair and included excess materials by ordering, for instance, countertops instead of windowsills. Moreover, he knew or should have known that the windowsill was marble, but he upgraded the material to granite without justification.

297. Defendant estimated costs for an HVAC technician without documentation to support this cost.

298. Lastly, Defendant included unsupported costs for air movers and dehumidifiers although Defendant knew or should have known that these costs are typically expensed to remediation companies who then submit their claim to Plaintiff.



**Michael Kovonuk (Claim #: H101489)**

299. On or about September 30, 2022, Michael Kovonuk contacted Plaintiff to initiate a claim for property damage sustained at his residence in Rotonda West, Florida, following Hurricane Ian.

300. On or about October 9, 2022, Defendant visited the residence to conduct an inspection on behalf of Plaintiff.

301. Following his inspection, Defendant intentionally overestimated the property damage from Hurricane Ian at \$240,901.41. Defendant's estimate is replete with intentional falsities and omissions, as discussed below.

302. Despite the residence being in Rotonda West, Florida (Charlotte County), Defendant intentionally changed the pricing to reflect the increased costs in Lee County where Hurricane Ian made landfall. By increasing the price of materials and labor, Defendant inflated the costs in his estimate.

303. When estimating the exterior of the residence, Defendant used a drone in violation of Plaintiff's guidelines. Furthermore, while some missing shingles were noted along with some damage to the soffit, fascia, and gutters, Defendant estimated a full roof replacement and estimated hundreds of additional linear feet above the perimeter of the home for soffit and gutter replacement.

304. Defendant also included detaching and resetting the meter mast, which is unnecessary to complete repairs to or replacement of the roof, and the photos do not support an HVAC duct replacement.

305. Defendant estimated the electrical rewiring of the home, the removal and replacement of the breaker panel, and the complete replacement of the insulation in the residence; however, none of these costs are supported by the photos.

306. Defendant also estimated the replacement of the pool enclosure even though the policy only covers the frame.

307. Throughout the interior of the residence and repeatedly using the same line items, Defendant has estimated the removal and replacement of walls, ceilings, flooring, baseboards, and electrical without any photographic support. Furthermore, the estimate indicates tile flooring while the photos show wood.

308. Defendant estimated labor costs for the inspection of the HVAC and pool, yet the photos did not support this cost.

309. Lastly, Defendant included unsupported costs for air movers and dehumidifiers although Defendant knew or should have known that these costs are typically expensed to remediation companies who then submit their claim to Plaintiff.

**Patricia Cappellucci (Claim #: H101646)**

310. On or about September 30, 2022, Patricia Cappellucci contacted Plaintiff to initiate a claim for property damage sustained at her residence in Rotonda West, Florida, following Hurricane Ian.

311. On or about October 9, 2022, Defendant visited the residence to conduct an inspection on behalf of Plaintiff.

312. Following his inspection, Defendant intentionally overestimated the property damage from Hurricane Ian at \$181,048.48. Defendant's estimate is replete with intentional falsities and omissions, as discussed below.

313. Despite the residence being in Rotonda West, Florida (Charlotte County), Defendant intentionally changed the pricing to reflect the increased costs in Lee County where

Hurricane Ian made landfall. By increasing the price of materials and labor, Defendant inflated the costs in his estimate.

314. When estimating the exterior of the residence, Defendant used a drone in violation of Plaintiff's guidelines. Furthermore, while some missing shingles were noted along with some damage to the soffit and fascia, Defendant improperly estimated a full roof replacement along with attic insulation, HVAC ductwork, and electrical rewiring, and the removal and replacement of the breaker panel.

315. Without documenting some water damage to the interior, Defendant estimated the full removal and replacement of walls, ceiling, baseboards, windows, and electrical outlets and switches throughout the interior without justification. In fact, Defendant included costs for the cleaning of two window units (when he indicates there is only one window in the room) despite the "windows" being in an HVAC closet.

316. Defendant also estimated the replacement of the pool enclosure even though the policy only covers the frame.

317. Defendant also estimated labor for the inspection of the HVAC and for a plumber for the pool even though there is not documentation to support these inspections.

318. Lastly, Defendant included unsupported costs for air movers and dehumidifiers although Defendant knew or should have known that these costs are typically expensed to remediation companies who then submit their claim to Plaintiff.

**Tena Bishop (Claim #: H101707)**

319. On or about September 30, 2022, Tena Bishop contacted Plaintiff to initiate a claim for property damage sustained at her residence in Rotonda West, Florida, following Hurricane Ian.

320. On or about October 7, 2022, Defendant visited the residence to conduct an inspection on behalf of Plaintiff.

321. Following his inspection, Defendant intentionally overestimated the property damage from Hurricane Ian at \$91,822.14. Defendant's estimate is replete with intentional falsities and omissions, as discussed below.

322. Despite the residence being in Rotonda West, Florida (Charlotte County), Defendant intentionally changed the pricing to reflect the increased costs in Lee County where Hurricane Ian made landfall. By increasing the price of materials and labor, Defendant inflated the costs in his estimate.

323. When estimating the exterior of the residence, Defendant used a drone in violation of Plaintiff's guidelines. Furthermore, Defendant estimated for the removal and replacement of gutters and soffit at hundreds of additional linear feet above the perimeter of the home and estimated the complete replacement of all fascia, which is excessive based on the photos.

324. Defendant also included detaching and resetting the meter mast, which is unnecessary to complete repairs to or replacement of the roof.

325. On the interior, Defendant only included four photos that show one water stain on the foyer ceiling. Despite this, Defendant estimated the complete removal and replacement of walls, ceiling, baseboards, flooring, windows, and electrical outlets and switches throughout the interior without justification. Defendant even included non-existent tile flooring in the garage.

326. The estimate also included a full screen enclosure, which the policy does not cover, and there is no limited endorsement on this policy.

327. Lastly, Defendant included unsupported costs for air movers and dehumidifiers although Defendant knew or should have known that these costs are typically expensed to remediation companies who then submit their claim to Plaintiff.

**Wayne Wakeham (Claim #: H101711)**

328. On or about September 30, 2022, Wayne Wakeham contacted Plaintiff to initiate a claim for property damage sustained at his residence in Rotonda West, Florida, following Hurricane Ian.

329. On or about October 11, 2022, Defendant visited the residence to conduct an inspection on behalf of Plaintiff.

330. Following his inspection, Defendant intentionally overestimated the property damage from Hurricane Ian at \$166,493.61. Defendant's estimate is replete with intentional falsities and omissions, as discussed below.

331. Despite the residence being in Rotonda West, Florida (Charlotte County), Defendant intentionally changed the pricing to reflect the increased costs in Lee County where Hurricane Ian made landfall. By increasing the price of materials and labor, Defendant inflated the costs in his estimate.

332. As to the exterior, Defendant used a drone to inspect the roof of the residence in violation of Plaintiff's guidelines.

333. While the interior photos show damage to living room and garage ceilings, Defendant estimated the complete removal and replacement of all walls, ceilings, flooring, windows, and electrical switches and outlets. This estimate is well more than the documented damages.

334. Without any supporting evidence, Defendant proposed to gut both sides of the duplex.

335. Even without photos of damage to windowsills, Defendant included in his estimate replacement rather than repair and included excess materials by ordering, for instance, countertops instead of windowsills. Moreover, he knew or should have known that the windowsill was marble, but he upgraded the material to granite without justification.

336. Defendant also included tile flooring in the garage without justification.

337. Defendant estimated costs for an HVAC technician without documentation showing the need for inspection.

338. Lastly, Defendant included unsupported costs for air movers and dehumidifiers although Defendant knew or should have known that these costs are typically expensed to remediation companies who then submit their claim to Plaintiff.

**Kathy Castle (Claim #: H101436)**

339. On or about September 30, 2022, Kathy Castle contacted Plaintiff to initiate a claim for property damage sustained at her residence in Englewood, Florida, following Hurricane Ian.

340. On or about October 5, 2022, Defendant visited the residence to conduct an inspection on behalf of Plaintiff.

341. Following his inspection, Defendant intentionally overestimated the property damage from Hurricane Ian at \$124,009.37. Defendant's estimate is replete with intentional falsities and omissions, as discussed below.

342. Despite the residence being in Englewood, Florida (Sarasota County), Defendant intentionally changed the pricing to reflect the increased costs in Lee County where Hurricane Ian

made landfall. By increasing the price of materials and labor, Defendant inflated the costs in his estimate.

343. When estimating the exterior of the residence, Defendant used a drone in violation of Plaintiff's guidelines. Furthermore, while there was damage to the rolled roofing portion only along with the soffit and fascia, Defendant improperly estimated a full roof replacement along with attic insulation, HVAC ductwork, and electrical rewiring, and the removal and replacement of the breaker panel.

344. Furthermore, Defendant estimated the removal and replacement of gutters and soffit at hundreds of additional linear feet above the perimeter of the home and estimated the complete replacement of all fascia, which is excessive based on the photos.

345. Defendant also included detaching and resetting the meter mast when no meter mast was even present. Regardless, this is unnecessary to complete repairs to or replacement of the roof.

346. As to the interior, Defendant included photos reflecting some water damage to the living room, kitchen, and garage ceilings only; however, he estimated the full removal and replacement of walls, ceiling, baseboards, windows, and electrical outlets and switches throughout the entire interior without justification.

347. Even without photos of damage to windowsills, Defendant included in his estimate replacement rather than repair and included excess materials by ordering, for instance, countertops instead of windowsills. Moreover, he knew or should have known that the windowsill was marble, but he upgraded the material to granite without justification.

348. Lastly, Defendant included unsupported costs for air movers and dehumidifiers although Defendant knew or should have known that these costs are typically expensed to remediation companies who then submit their claim to Plaintiff.

349. Defendant also estimated labor for the inspection of the HVAC technician even though there is no documentation to support it.

**Sharon Mays (Claim #: H99672)**

350. On or about September 30, 2022, Sharon Mays contacted Plaintiff to initiate a claim for property damage sustained at her residence in Englewood, Florida, following Hurricane Ian.

351. On or about October 7, 2022, Defendant visited the residence to conduct an inspection on behalf of Plaintiff.

352. Following his inspection, Defendant intentionally overestimated the property damage from Hurricane Ian at \$177,490.17. Defendant's estimate is replete with intentional falsities and omissions, as discussed below.

353. Despite the residence being in Englewood, Florida (Sarasota County), Defendant intentionally changed the pricing to reflect the increased costs in Lee County where Hurricane Ian made landfall. By increasing the price of materials and labor, Defendant inflated the costs in his estimate.

354. When estimating the exterior of the residence, Defendant used a drone in violation of Plaintiff's guidelines. Photos showed some damage and a tarp; however, Defendant estimated the full replacement of the roof as well as the removal and replacement of gutters and soffit at hundreds of additional linear feet above the perimeter of the home.

355. Defendant also estimated for replacement of the attic insulation, the HVAC duct system even though the photos do not support a complete replacement of the duct work and rewiring the home was unnecessary.

356. While the interior photos interior revealed some water damage to the living room, Florida room, and master bedroom ceilings, Defendant estimated the complete removal and



replacement of walls, ceilings, flooring, baseboards, windows, and electrical switches and outlets throughout the entire interior.

357. Defendant even included non-existent windows in the closet and estimated for the cleaning of two windows when he noted only one in his report.

358. Lastly, Defendant included unsupported costs for air movers and dehumidifiers although Defendant knew or should have known that these costs are typically expensed to remediation companies who then submit their claim to Plaintiff.

**Ronald Hennings (Claim #: H100851)**

359. On or about September 30, 2022, Ronald Hennings contacted Plaintiff to initiate a claim for property damage sustained at his residence in Venice, Florida, following Hurricane Ian.

360. On or about October 10, 2022, Defendant visited the residence to conduct an inspection on behalf of Plaintiff.

361. Following his inspection, Defendant intentionally overestimated the property damage from Hurricane Ian at \$75,628.18. Defendant's estimate is replete with intentional falsities and omissions, as discussed below.

362. Despite the residence being in Venice, Florida (Sarasota County), Defendant intentionally changed the pricing to reflect the increased costs in Lee County where Hurricane Ian made landfall. By increasing the price of materials and labor, Defendant inflated the costs in his estimate.

363. Defendant used a drone to inspect the roof in violation of Plaintiff's guidelines, which showed some missing shingles and a tarp. However, Defendant estimated for the full replacement of the roof.

364. Defendant also included detaching and resetting the meter mast when no meter mast was even present. Regardless, this is unnecessary to complete repairs to or replacement of the roof.

365. While the photos of the interior reflect staining on the ceiling in the great room, no additional damage was noted. Despite this, Defendant estimated the full replacement of the walls, ceiling, laminate flooring, baseboards, windows, and electrical outlets and switches throughout the interior without justification. Defendant also included this scope of work for the garage yet did not include any photos of this room.

366. Even without photos of damage to windowsills, Defendant included in his estimate replacement rather than repair and included excess materials by ordering, for instance, countertops instead of windowsills. Moreover, he knew or should have known that the windowsill was marble, but he upgraded the material to granite without justification.

367. Defendant also estimated labor for the inspection of an HVAC technician even though there is no documentation to support it.

368. Lastly, Defendant included unsupported costs for air movers and dehumidifiers although Defendant knew or should have known that these costs are typically expensed to remediation companies who then submit their claim to Plaintiff.

**Daniel Van Sickle (Claim # HP215844)**

369. On or about September 30, 2022, Daniel Van Sickle contacted Plaintiff to initiate a claim for property damage sustained at his residence in Venice, Florida, following Hurricane Ian.

370. On or about October 5, 2022, Defendant visited the residence to conduct an inspection on behalf of Plaintiff.

371. Following his inspection Defendant intentionally overestimated the property damage from Hurricane Ian at \$237,626.82. Defendant's estimate is replete with intentional falsities and deceptive omissions, as discussed below.

372. Despite the residence being in Venice, Florida (Sarasota County), Defendant deliberately changed the pricing to reflect the increased costs in Lee County where Hurricane Ian made landfall. By increasing the price of materials and labor, Defendant inflated the costs in his estimate.

373. Defendant used a drone to inspect the roof in violation of Plaintiff's guidelines.

374. As to the removal and replacement of the gutter and soffit, Defendant intentionally estimated hundreds of additional linear feet above the perimeter of the home as well as the complete replacement of all fascia, which is excessive based on photos.

375. Even without photos of damage to windowsills, Defendant included in his estimate replacement rather than repair and included excess materials by ordering, for instance, countertops instead of windowsills. Moreover, he knew or should have known that the windowsill was marble, but he upgraded the material to granite without justification.

376. Defendant estimated costs for an HVAC technician without supporting documentation.

377. Lastly, Defendant included unsupported costs for air movers and dehumidifiers although Defendant knew or should have known that these costs are typically expensed to remediation companies who then submit their claim to Plaintiff.

**Linda Bayard (Claim #: HP215742)**

378. On or about September 30, 2022, Linda Bayard contacted Plaintiff to initiate a claim for property damage sustained at her residence in Venice, Florida, following Hurricane Ian.

379. On or about October 10, 2022, Defendant visited the residence to conduct an inspection on behalf of Plaintiff.

380. Following his inspection, Defendant intentionally overestimated the property damage from Hurricane Ian at \$42,348.96. Defendant's estimate is replete with intentional falsities and omissions, as discussed below.

381. Despite the residence being in Venice, Florida (Sarasota County), Defendant intentionally changed the pricing to reflect the increased costs in Lee County where Hurricane Ian made landfall. By increasing the price of materials and labor, Defendant inflated the costs in his estimate.

382. Defendant used a drone to inspect the roof in violation of Plaintiff's guidelines, which showed some missing tabs and a tarp. However, Defendant estimated for the full replacement of the roof without inspecting under the tarp.

383. Defendant also included detaching and resetting the meter mast, which is unnecessary to complete repairs to or replacement of the roof.

384. Additionally, Defendant estimated for replacement of the gutters and soffit, yet the photos provide no justification.

385. While Defendant's photos show staining on the garage ceiling, Defendant estimated the complete replacement of the walls, ceiling, baseboards, window, and electrical outlets and switches.

386. Even without photos of damage to windowsills, Defendant included in his estimate replacement rather than repair and included excess materials by ordering, for instance, countertops instead of windowsills. Moreover, he knew or should have known that the windowsill was marble, but he upgraded the material to granite without justification.

387. Lastly, Defendant included unsupported costs for air movers and dehumidifiers although Defendant knew or should have known that these costs are typically expensed to remediation companies who then submit their claim to Plaintiff.

**Wiktor Kotte (Claim #: H100819)**

388. On or about September 30, 2022, Wiktor Kotte contacted Plaintiff to initiate a claim for property damage sustained at her residence in Venice, Florida, following Hurricane Ian.

389. On or about October 6, 2022, Defendant visited the residence to conduct an inspection on behalf of Plaintiff.

390. Following his inspection, Defendant intentionally overestimated the property damage from Hurricane Ian at \$4,772.64. Defendant's estimate is replete with intentional falsities and omissions, as discussed below.

391. Despite the residence being in Venice, Florida (Sarasota County), Defendant intentionally changed the pricing to reflect the increased costs in Lee County where Hurricane Ian made landfall. By increasing the price of materials and labor, Defendant inflated the costs in his estimate.

392. In doing so, Defendant increased the costs for electrician and plumbing technicians that were included in the estimate despite no documentation justifying the expense.

393. Defendant also included in his estimate unsubstantiated costs for the soffit, fascia, and gutters.

394. Despite the interior being excluded since there was no damage to the roof and no opening, Defendant nonetheless included in his estimate costs for the interior.

**Loren Hutchinson (Claim #: H99902)**

395. On or about September 30, 2022, Loren Hutchinson contacted Plaintiff to initiate a claim for property damage sustained at her residence in Venice, Florida, following Hurricane Ian.

396. On or about October 5, 2022, Defendant visited the residence to conduct an inspection on behalf of Plaintiff.

397. Following his inspection, Defendant intentionally overestimated the property damage from Hurricane Ian at \$84,448.60. Defendant's estimate is replete with intentional falsities and omissions, as discussed below.

398. Despite the residence being in Venice, Florida (Sarasota County), Defendant intentionally changed the pricing to reflect the increased costs in Lee County where Hurricane Ian made landfall. By increasing the price of materials and labor, Defendant inflated the costs in his estimate.

399. Defendant used a drone to inspect the roof in violation of Plaintiff's guidelines, which revealed some missing tabs and prior repairs along with damage to the soffit and fascia. However, Defendant estimated for the full replacement of the roof without inspecting under the tarp.

400. Defendant also included detaching and resetting the meter mast, which is unnecessary to complete repairs to or replacement of the roof.

401. Defendant intentionally estimated for hundreds of extra linear feet of gutters beyond the total perimeter of the residence, ordered replacement of all soffit and fascia without justification, and estimated to remove and replace an undamaged enclosure.

402. Even though the photos reflect water staining limited to the master bedroom ceiling, and without documenting the moisture levels inside the house, Defendant intentionally estimated

the removal and replacement/resetting of all walls, ceilings, flooring, baseboards, windows, and electrical outlets and switches throughout the interior and garage. Although no damage was observed in the attic during the inspection, Defendant estimated replacement of attic insulation.

403. Even without photos of damage to windowsills, Defendant included in his estimate replacement rather than repair and included excess materials by ordering, for instance, countertops instead of windowsills. Moreover, he knew or should have known that the windowsill was marble, but he upgraded the material to granite without justification.

404. Defendant intentionally increased labor costs by including an HVAC technician even though the photos did not justify it and a plumber for a pool that was not photographed and did not appear when the house was searched on Google maps.

405. Lastly, Defendant included unsupported costs for air movers and dehumidifiers although Defendant knew or should have known that these costs are typically expensed to remediation companies who then submit their claim to Plaintiff.

**James Drummond (Claim #: H101724)**

406. On or about September 30, 2022, James Drummond contacted Plaintiff to initiate a claim for property damage sustained at his residence in Venice, Florida, following Hurricane Ian.

407. On or about October 10, 2022, Defendant visited the residence to conduct an inspection on behalf of Plaintiff.

408. Following his inspection, Defendant intentionally overestimated the property damage from Hurricane Ian at \$17,736.73. Defendant's estimate is replete with intentional falsities and omissions, as discussed below.

409. Despite the residence being in Venice, Florida (Sarasota County), Defendant intentionally changed the pricing to reflect the increased costs in Lee County where Hurricane Ian

made landfall. By increasing the price of materials and labor, Defendant inflated the costs in his estimate.

410. The fence was included in the estimate, but there is no supporting documentation to confirm that it was attached to the dwelling as required.

**Kelly Toppin (Claim #: H101061)**

411. On or about September 30, 2022, Kelly Toppin contacted Plaintiff to initiate a claim for property damage sustained at her residence in Venice, Florida, following Hurricane Ian.

412. On or about October 6, 2022, Defendant visited the residence to conduct an inspection on behalf of Plaintiff.

413. Following his inspection, Defendant intentionally overestimated the property damage from Hurricane Ian at \$131,858.56. Defendant's estimate is replete with intentional falsities and omissions, as discussed below.

414. Despite the residence being in Venice, Florida (Sarasota County), Defendant intentionally changed the pricing to reflect the increased costs in Lee County where Hurricane Ian made landfall. By increasing the price of materials and labor, Defendant inflated the costs in his estimate.

415. Defendant used a drone to inspect the roof in violation of Plaintiff's guidelines, which showed no evidence of damage to the roof, walls, or enclosure. Despite this, Defendant intentionally estimated the complete replacement of the roof at \$53,932.46, which included "high roof" extra costs despite the residence being a single-story home. Defendant also estimated the detachment and resetting of the meter mast, which is unnecessary to complete repairs to or replacement of the roof.



416. While photos of the interior noted staining on the ceilings of various rooms, Defendant intentionally ignored the terms of the policy that require a documented storm created opening to be covered. Instead, Defendant estimated the complete removal and replacement of walls, ceilings, baseboards, and electrical outlets, switches, and fixtures throughout the interior.

417. Even without photos of damage to windowsills, Defendant included in his estimate replacement rather than repair and included excess materials by ordering, for instance, countertops instead of windowsills. Moreover, he knew or should have known that the windowsill was marble, but he upgraded the material to granite without justification.

418. Lastly, Defendant included unsupported costs for air movers and dehumidifiers although Defendant knew or should have known that these costs are typically expensed to remediation companies who then submit their claim to Plaintiff.

**Heidi Parrish (Claim #: H101429)**

419. On or about September 30, 2022, Heidi Parrish contacted Plaintiff to initiate a claim for property damage sustained at her residence in Venice, Florida, following Hurricane Ian.

420. On or about October 9, 2022, Defendant visited the residence to conduct an inspection on behalf of Plaintiff.

421. Following his inspection, Defendant intentionally overestimated the property damage from Hurricane Ian at \$19,031.43. Defendant's estimate is replete with intentional falsities and omissions, as discussed below.

422. Despite the residence being in Venice, Florida (Sarasota County), Defendant intentionally changed the pricing to reflect the increased costs in Lee County where Hurricane Ian made landfall. By increasing the price of materials and labor, Defendant inflated the costs in his estimate.

423. Defendant also used a drone to inspect the roof in violation of Plaintiff's guidelines.

424. Even though there was only limited documented damage to the exterior, Defendant intentionally estimated the complete removal and replacement of walls, ceilings, baseboards, and electrical outlets and switches in three separate interior rooms. Defendant also included the replacement of flooring in the guest room and living room. None of these expenses were justified.

425. Even without photos of damage to windowsills, Defendant included in his estimate replacement rather than repair and included excess materials by ordering, for instance, countertops instead of windowsills. Moreover, he knew or should have known that the windowsill was marble, but he upgraded the material to granite without justification.

426. Lastly, Defendant included unsupported costs for air movers and dehumidifiers although Defendant knew or should have known that these costs are typically expensed to remediation companies who then submit their claim to Plaintiff.

**Richard Sucamele (Claim #: HP215865)**

427. On or about September 30, 2022, Richard Sucamele contacted Plaintiff to initiate a claim for property damage sustained at his residence in Venice, Florida, following Hurricane Ian.

428. On or about October 9, 2022, Defendant visited the residence to conduct an inspection on behalf of Plaintiff.

429. Following his inspection, Defendant intentionally overestimated the property damage from Hurricane Ian at \$112,989.07. Defendant's estimate is replete with intentional falsities and omissions, as discussed below.

430. Despite the residence being in Venice, Florida (Sarasota County), Defendant intentionally changed the pricing to reflect the increased costs in Lee County where Hurricane Ian

made landfall. By increasing the price of materials and labor, Defendant inflated the costs in his estimate.

431. Contrary to Plaintiff's guidelines, Defendant used a drone to inspect the roof, which was covered by two large tarps, and therefore no damage can be substantiated. While the photos depict damage to the soffit, fascia, and gutters, Defendant intentionally estimated hundreds of additional linear feet of gutters and soffit above the perimeter of the home and estimated the complete replacement of all fascia, which is excessive based on the photos.

432. Defendant also included costs to detach and reset the meter mast, which is unnecessary to complete repairs to or replacement of the roof.

433. As to the interior, Defendant noted no damage to the attic, yet he estimated the replacement of all attic insulation.

434. Furthermore, while no damage is documented in three interior rooms, Defendant estimated the removal and replacement of all walls, ceilings, flooring, baseboards, windows, and electrical outlets and switches.

435. Even without photos of damage to windowsills, Defendant included in his estimate replacement rather than repair and included excess materials by ordering, for instance, countertops instead of windowsills. Moreover, he knew or should have known that the windowsill was marble, but he upgraded the material to granite without justification.

436. Defendant also included costs for an HVAC and plumbing technicians without any photos substantiating this expense.

437. Lastly, Defendant included unsupported costs for air movers and dehumidifiers although Defendant knew or should have known that these costs are typically expensed to remediation companies who then submit their claim to Plaintiff.

**Robert Whitney (Claim #: HP215909)**

438. On or about September 30, 2022, Robert Whitney contacted Plaintiff to initiate a claim for property damage sustained at his residence in Venice, Florida, following Hurricane Ian.

439. On or about October 11, 2022, Defendant visited the residence to conduct an inspection on behalf of Plaintiff.

440. Following his inspection, Defendant intentionally overestimated the property damage from Hurricane Ian at \$23,429.40. Defendant's estimate is replete with intentional falsities and omissions, as discussed below.

441. Despite the residence being in Venice, Florida (Sarasota County), Defendant intentionally changed the pricing to reflect the increased costs in Lee County where Hurricane Ian made landfall. By increasing the price of materials and labor, Defendant inflated the costs in his estimate.

442. Defendant also intentionally estimated hundreds of additional linear feet of gutters above the perimeter of the home and estimated the complete replacement of all fascia, which is excessive based on the photos. Defendant also estimated the detachment and resetting of the meter mast, which is unnecessary for roof repairs or replacement.

443. Lastly, Defendant included a cost for two dump trailers even though a job site container is already included. Moreover, this would be a mitigation expense that should not be included in any estimate.

**Ellen Keller (Claim #: HP215909)**

444. On or about September 30, 2022, Ellen Keller contacted Plaintiff to initiate a claim for property damage sustained at her residence in Venice, Florida, following Hurricane Ian.

445. On or about October 10, 2022, Defendant visited the residence to conduct an inspection on behalf of Plaintiff.

446. Following his inspection, Defendant intentionally overestimated the property damage from Hurricane Ian at \$30,941.42. Defendant's estimate is replete with intentional falsities and omissions, as discussed below.

447. Despite the residence being in Venice, Florida (Sarasota County), Defendant intentionally changed the pricing to reflect the increased costs in Lee County where Hurricane Ian made landfall. By increasing the price of materials and labor, Defendant inflated the costs in his estimate.

448. Despite photos showing isolated water damage to the living room ceiling, Defendant estimated the removal and replacement of all walls, ceilings, flooring, baseboards, windows, and electrical outlets and switches in rooms throughout the residence.

449. Even without photos of damage to windowsills, Defendant included in his estimate replacement rather than repair and included excess materials by ordering, for instance, countertops instead of windowsills. Moreover, he knew or should have known that the windowsill was marble, but he upgraded the material to granite without justification.

450. Lastly, Defendant included unsupported costs for air movers and dehumidifiers although Defendant knew or should have known that these costs are typically expensed to remediation companies who then submit their claim to Plaintiff.

***E. When Defendant did not receive his expected compensation, he went to the press and accused Plaintiff of fraud.***

451. Defendant's own fraudulent misconduct caused the drastic discrepancies between his estimates and the settled claim amounts as detailed above. Yet, Defendant, dissatisfied with his compensation, went to the press with fraud allegations against *Plaintiff*.

*i.        The Washington Post*

452.    On March 11, 2023, *The Washington Post* published an article by Brianna Sacks, entitled “Insurers slashed Hurricane Ian payouts far below damage estimates, documents and insiders reveal” based on Defendant’s wrongful allegations. The subheading states, “A Washington Post investigation has found that some policyholders had their claims cut by more than 80 percent.” A copy of the article is attached as **Exhibit B**.

453.    Defendant is identified in the very first sentence as an adjuster. While one other insurance company is referenced by name, the focus of the article is on Plaintiff – referenced by name eighteen times. The article relays, “Five days after Ian ripped across Florida, Lee received an email from a Tristar claims manager he’d worked with in the past. The company was looking for ‘experienced adjusters for our client Heritage Property and Casualty,’ and promised good pay and ‘all the volume one could ever hope for.’” *Id.*

454.    Largely through the lens of Defendant, the article accuses insurance companies, and specifically Plaintiff, of attempting to “devalue damage” and, according to a representative from the American Policyholder Association, engaging in “systematic criminal fraud perpetrated to cheat policyholders out of fair insurance claims” because “[c]utting a valid claim estimate without factual basis ‘is potential fraud.’” *See id.* *The Washington Post* purportedly reviewed thirteen claims and concluded that virtually all were reduced by 45 to 97 percent.

455.    More specifically, the article covers two homeowners insured by Plaintiff who believed their claims were improperly reduced by Plaintiff. One of the homeowners accused Plaintiff of “‘lying’” and “‘ruining people’s lives.’” *See id.*

456. The article reported that Defendant’s estimate for one residence reflected that “[t]he entire place would need to be dehumidified, the roof completely replaced, the insulation torn out and the tattered pool enclosure rebuilt. It would be about \$200,000 to repair the damage.” *See id.*

457. Yet, the article provides, “[t]he homeowners were slated to receive a total of \$27,000. **The changes were made without Lee’s knowledge or consent**, he said, but his name was still on the final report, according to documents seen by The Washington Post.” *See id.* (Emphasis added).

458. In the article, the reasons for reducing the estimates are entirely excluded, and Defendant conveniently fails to mention his own intentional fraudulent misconduct that created this discrepancy. For example, Defendant included replacement of the pool enclosure despite it being excluded under the policy.

459. Contrary to the implication that the estimates were fraudulently reduced by Plaintiff, the changes made to Defendant’s estimates were necessary to accurately reflect policy coverage limits and actual documented damage.

460. Further, Defendant’s statement that the changes were made without his knowledge or consent was patently false. The changes were made in the shared database to which Defendant had access. The need for changes was also conveyed by the Tristar Director of Claims who attempted to collaborate on Defendant’s estimates. Defendant was aware of and consented to Plaintiff’s final authority over its claims when he signed his contract with Tristar.

461. Defendant also conveyed that Plaintiff “**gave adjusters updated guidelines essentially barring them from writing claims to replace any roofs.**” *See id.* (Emphasis added).

462. However, this statement is false because Plaintiff did not “bar” independent adjusters from proposing a roof replacement in an estimate. Rather, Plaintiff implemented a

protocol for certain roofs before ordering a full replacement, which first required an inspection by an engineer. Defendant failed to provide this information.

463. The article quotes Defendant as follows:

“I wrote 44 reports for Heritage Property & Casualty, and 100 percent of them were altered to where I did not recognize them. Every single one,” Lee said in an interview. **“They manipulated our estimates without actually collaborating. I didn’t get a phone call from someone saying, ‘Hey, Jordan, can we go over this estimate?’ I didn’t get a text. I didn’t get an email. Nothing.** I can get in trouble for that. It’s my name going on these reports, no one else’s.”

*Id.* (Emphasis added).

464. These statements are also false. Defendant did get texts from Tristar and communicated with Tristar on the phone. And when he was asked to collaborate and correct his deliberate mistakes, he refused. Moreover, Defendant’s assertion that his reports were “altered” wrongfully implies that Plaintiff engaged in fraudulent misconduct.

465. Defendant’s three false statements in bold above are collectively referred to as the “Washington Post Defamatory Statements.”

466. The article also recounts how Defendant addressed his concerns with the Florida Legislature. In doing so, it relayed Defendant’s recollection of a representative saying, “‘If this is really happening, this needs to be taken care of.’”

467. Another adjuster who also addressed the Florida Legislature purportedly emailed evidence to the representative. Yet, the representative told *The Washington Post* that the adjusters came to his office with no evidence. After multiple emails from *The Washington Post*, the representative forwarded the adjuster’s email to the state’s chief financial officer.

468. Immediately after this article was published, Plaintiff’s market capitalization dropped by \$8,178,800.32.



469. Even after making his false allegations to the Florida Legislature and *The Washington Post*, Defendant continued publicly making false statements about Plaintiff.

**ii. Wesh 2 News**

470. In or around June of 2024, Defendant was video interviewed by Wesh 2 News, an Orlando, Florida, National Broadcasting Company affiliate. A copy of the article is attached as **Exhibit C**.

471. Defendant was introduced as an independent adjuster who had leveled fraud allegations against insurance companies. Plaintiff is the only insurance company mentioned by name.

472. During the interview, Defendant shared that the Department of Financial Services investigators had stopped talking to him.

473. But according to the Defendant, he did not want to see the matter “‘get swept under the rug,’” so he continued to publicly make false allegations. *See id.*

474. Defendant is quoted stating, “‘It’s been six months since I called them,’ he said. ‘No callback. **It’s not doing their due diligence to properly investigate.**’” *Id.* (Emphasis added). And when asked if he believed someone should be arrested at the conclusion of the investigation, Defendant responded, “‘**I do.**’” *Id.* (Emphasis added).

475. Defendant’s statements imply that a *proper* investigation should result in the arrest of Plaintiff’s representative(s).

476. Defendant’s two false statements in bold above, collectively referred to as the “Wesh 2 Defamatory Statements,” are false because they imply that Plaintiff, the only named insured in the article, should be investigated, and its representative(s) should be arrested when the

truth is that Defendant's own intentional misconduct resulted in the decrease of the final claim amounts.

*iii.     60 Minutes*

477. Defendant's false statements culminated in an interview on a CBS News *60 Minutes* episode where most of the reporting focused solely on Plaintiff. A copy of the article with a transcript of the aired segment is attached as **Exhibit D.**

478. Specifically, on September 29, 2024, Defendant appeared in a *60 Minutes* segment about Plaintiff titled, "Whistleblowers claim insurance companies shortchanged some Florida homeowners after Hurricane Ian."

479. The introduction explained that independent adjuster "whistleblowers" reported that insurance companies were "using altered damage reports to deceive customers" who submitted Hurricane Ian claims.

480. The segment was primarily recounted through the personal story of Virginia and Jeff Rapkin whose home was insured by Plaintiff and inspected by Defendant after Hurricane Ian. The homeowners relayed that Defendant told them that their house would probably need to be completely rebuilt.

481. Defendant's thick stack of papers replete with fraud and Plaintiff's visibly thinner stack of corrected papers were shown. Defendant described the final product as "[t]otally **different.**" However, Defendant failed to mention *why*. The implication was that Plaintiff fraudulently devalued the claim.

482. Defendant again falsely stated that "[n]obody told [him]" **about the changes to his report.** (Emphasis added).

483. When the reporter suggested that the variation between the amount in Defendant's estimate and the total paid to the homeowner is "not a difference of opinion," he firmly stated, "**No**," insinuating instead that Plaintiff fraudulently altered the estimates. Defendant continued to imply that Plaintiff committed fraud on this claim and others. Defendant relayed that virtually all his estimates for Plaintiff were altered downward without providing the true reason.

484. Defendant's three false statements in bold above are collectively referred to as the "60 Minutes Defamatory Statements."

485. Throughout the segment, insurance carriers were accused of "systematic criminal fraud," "insurance fraud," "illegal" practice, a "deliberate scheme," and a "con."

486. Defendant's own attorney declared, "if you really want to see change in the industry, put somebody in handcuffs."

487. Plaintiff was the only insurance company mentioned by name during the entire episode.

488. Thus, Defendant's statements imply within the *60 Minutes* segment that Plaintiff should be the one in handcuffs.

489. Immediately after this *60 Minutes* episode aired, Plaintiff's market capitalization dropped by \$100,337,327.46.

490. Because of Defendant's false and defamatory statements, Plaintiff has suffered reputational harm, which necessitated hiring public relations experts and attorneys to protect its reputation. Plaintiff has suffered both general and special damages.

491. Defendant's Washington Post Defamatory Statements, Wesh 2 News Defamatory Statements, and 60 Minutes Defamatory Statements are collectively referred to as the "Defamatory Statements."

492. Plaintiff has retained Greenberg Traurig, P.A. and has agreed to pay such firm reasonable attorney's fees.

### **CLAIMS FOR RELIEF**

#### **COUNT I – FRAUD**

493. Plaintiff incorporates and realleges paragraphs 1 through 492 above as if fully set forth herein.

494. This is an action for fraud.

495. Defendant made false statements of material fact in each of his forty-two estimate reports as detailed above.

496. Defendant, among other things, intentionally included in his estimates without justification:

- a. unnecessary roof replacements instead of repairs;
- b. complete replacement of interior rooms instead of repairs;
- c. damages outside the scope of coverage;
- d. mitigation costs that should not be in any estimate;
- e. skilled labor instead of unskilled labor;
- f. excessive materials;
- g. upgraded materials; and
- h. unnecessary technicians.

497. In addition, Defendant also deliberately altered the zip code for virtually all his estimates to further increase pricing.

498. Defendant knew or should have known that these false statements of material fact were false.

499. Defendant intended to induce Tristar and Plaintiff to act on his fraud by processing claims based on his inflated estimate amounts.

500. Plaintiff justifiably relied on Defendant's fraud to assess homeowners' claims.

501. As a result, Plaintiff suffered damages, including, but not limited to, costs incurred from investigation into and response to Defendant's fraud.

WHEREFORE, Plaintiff demands judgment against Defendant for damages, including general and special damages, in an amount to be determined at trial, prejudgment and post-judgment interest, reasonable attorneys' fees and costs, and all other relief that the Court deems just and proper. Plaintiff reserves the right to seek punitive damages.

## **COUNT II – CONSTRUCTIVE FRAUD**

502. Plaintiff incorporates and realleges paragraphs 1 through 492 above as if fully set forth herein.

503. A confidential relationship existed between Plaintiff and Defendant as principal and agent.

504. Defendant abused this confidential relationship by making false statements of material fact in each of his forty-two estimate reports.

505. Defendant, among other things, intentionally included in his estimates without justification:

- a. unnecessary roof replacements instead of repairs;
- b. room reconstruction instead of repairs;
- c. damages outside the scope of coverage;
- d. mitigation costs that should not be in any estimate;
- e. skilled labor instead of unskilled labor;

- f. excessive materials;
- g. upgraded materials; and
- h. unnecessary technicians.

506. In addition, Defendant also deliberately altered the zip code for virtually all his estimates to further increase pricing.

507. Defendant knew or should have known that these false statements of material fact were false.

508. Defendant intended for Tristar and Plaintiff to act on his fraud by processing claims based on his inflated estimate amounts.

509. Plaintiff justifiably relied on Defendant's fraud to assess homeowners' claims.

510. As a result, Plaintiff suffered damages, including, but not limited to, costs incurred from investigation into and response to Defendant's fraud.

WHEREFORE, Plaintiff demands judgment against Defendant for damages, including general and special damages, in an amount to be determined at trial, prejudgment and post-judgment interest, reasonable attorneys' fees and costs, and all other relief that the Court deems just and proper. Plaintiff reserves the right to seek punitive damages.

### **COUNT III – FRAUDULENT MISREPRESENTATION**

511. Plaintiff incorporates and realleges paragraphs 1 through 492 above as if fully set forth herein.

512. Defendant made false statements of material fact in each of his forty-two estimate reports.

513. Defendant, among other things, intentionally included in his estimates without justification:

- i. unnecessary roof replacements instead of repairs;
- j. room reconstruction instead of repairs;
- k. damages outside the scope of coverage;
- l. mitigation costs that should not be in any estimate;
- m. skilled labor instead of unskilled labor;
- n. excessive materials;
- o. upgraded materials; and
- p. unnecessary technicians.

514. In addition, Defendant also deliberately altered the zip code for virtually all his estimates to further increase pricing.

515. Defendant knew or should have known that these false statements of material fact were false.

516. Defendant intended for Tristar and Plaintiff to act on his fraud by processing claims based on his inflated estimate amounts.

517. Plaintiff justifiably relied on Defendant's fraud to assess homeowners' claims.

518. As a result, Plaintiff suffered damages, including, but not limited to, costs incurred from investigation into and response to Defendant's fraud.

WHEREFORE, Plaintiff demands judgment against Defendant for damages, including general and special damages, in an amount to be determined at trial, prejudgment and post-judgment interest, legal expenses and reasonable attorneys' fees, and all other relief that the Court deems just and proper. Plaintiff reserves the right to seek punitive damages.

#### **COUNT IV – TORTIOUS INTERFERENCE**

519. Plaintiff incorporates and realleges paragraphs 1 through 492 above as if fully set forth herein.

520. Plaintiff maintains a business relationship with each of its policyholders as evidenced by their insurance policies, which are legal contracts.

521. Defendant has knowledge of the relationship between Plaintiff and its policyholders.

522. In committing fraud, Defendant has intentionally and unjustifiably interfered with the relationship between Plaintiff and its policyholders.

523. Defendant has disrupted Plaintiff's relationship with its policyholders.

524. Plaintiff suffered damages, including costs incurred from investigation into and response to Defendant's fraud.

WHEREFORE, Plaintiff demands judgment against Defendant for damages, including general and special damages, in an amount to be determined at trial, prejudgment and post-judgment interest, reasonable attorneys' fees and costs, and all other relief that the Court deems just and proper. Plaintiff reserves the right to seek punitive damages.

#### **COUNT V – DEFAMATION**

525. Plaintiff incorporates and realleges paragraphs 1 through 492 above as if fully set forth herein.

526. Defendant's Defamatory Statements were false.

527. Defendant knew that the Defamatory Statements were false at the time they were made. At the very least, Defendant made the Defamatory Statements with reckless disregard of whether or not the Defamatory Statements were true. Defendant made the Defamatory Statements



with the primary motive to injure Plaintiff after he was caught committing fraud and did not receive the compensation he desired. Thus, Plaintiff made the Defamatory Statements with actual and express malice.

528. Defendant published and caused to be published the Defamatory Statements about Plaintiff's business by providing these statements to third-party news outlets, which then published Defendant's Defamatory Statements to the public. These sources remain available for public viewing.

529. Defendant's Defamatory Statements accuse Plaintiff of criminal activity and impute conduct, characteristics, and conditions incompatible with the proper exercise of Plaintiffs' lawful business, trade, and/or profession in the insurance industry.

530. Because of Defendant's Defamatory Statements, Plaintiff suffered reputational harm reflected in the decline in Plaintiff's market capitalization, and special damages including loss of existing and future customers and business opportunities, public relations and legal expenses, and other monetary damages.

WHEREFORE, Plaintiff demands judgment against Defendant for damages, including general and special damages specifically pleaded above, in an amount to be determined at trial, prejudgment and post-judgment interest, reasonable attorneys' fees and costs, and all other relief that the Court deems just and proper. Plaintiff reserves the right to seek punitive damages.

#### **COUNT VI – DEFAMATION BY IMPLICATION**

531. Plaintiff incorporates and realleges paragraphs 1 through 492 above as if fully set forth herein.

532. Defendant's Defamatory Statements were either false or create a false implication.

533. Defendant knew that the Defamatory Statements were false or would create a false implication at the time they were made. At the very least, Defendant made the Defamatory Statements with reckless disregard of whether or not the Defamatory Statements were true or whether they would create a false implication. Defendant made the Defamatory Statements with the primary motive to injure Plaintiff after he was caught committing fraud and did not receive the compensation he desired. Thus, Plaintiff made the Defamatory Statements with actual and express malice.

534. Defendant published and caused to be published the Defamatory Statements about Plaintiff's business by providing such statements to third-party news outlets, which then published Defendant's Defamatory Statements to the public. These sources remain available for public viewing.

535. These statements were directly defamatory to Plaintiff's business, which is to provide financial protection against loss for its insured. Defendant's accusations that Plaintiff is manipulating claims to avoid paying its insured is directly averse to its business in the insurance industry. As such, Defendant's Defamatory Statements harm Defendant's goodwill and reputation.

536. The juxtaposition of Defendant's Defamatory Statements creates a false implication that Plaintiff was engaging in fraudulent and criminal behavior by adjusting Defendant's estimates, rather than adjusting the estimates based on documented damage and proper pricing. Defendant not only made false statements, but he also omits the truth.

537. Defendant published the Defamatory Statements with malice, seeking to injure Plaintiff after he was caught committing fraud and did not receive the compensation he desired. At the very least, Defendant published the statements with reckless disregard of whether the statements were false.

538. Because of Defendant's Defamatory Statements, Plaintiff suffered reputational harm reflected in the decline in Plaintiff's market capitalization, and special damages including loss of existing and future customers and business opportunities, public relations and legal expenses, and other monetary damages.

WHEREFORE, Plaintiff demands judgment against Defendant for damages, including general and special damages, in an amount to be determined at trial, prejudgment and post-judgment interest, reasonable attorneys' fees and costs, and all other relief that the Court deems just and proper. Plaintiff reserves the right to seek punitive damages.

**DEMAND FOR JURY TRIAL**

Plaintiff demands a jury trial on all issues so triable.

Respectfully submitted this 10th day of April 2025.

/s/ Richard C. McCrea, Jr.

Richard C. McCrea, Jr.

Florida Bar No. 351539

Jordan L. Behlman

Florida Bar No. 111359

Kayli Smendec

Florida Bar No. 1018202

**GREENBERG TRAURIG, P.A.**

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Tampa, Florida 33602

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[Jordan.Behlman@gtlaw.com](mailto:Jordan.Behlman@gtlaw.com)

[smendeck@gtlaw.com](mailto:smendeck@gtlaw.com)

*Counsel for Heritage Property & Casualty  
Insurance Company*

# Exhibit A

### Insured Info

Name Example 3 5 25		Email	
Address Type Property North Port, FL 3...			
Street	City North Port	State Florida	Zip Code 34287-
Country USA	Latitude 0.000000	Longitude 0.000000	<input checked="" type="checkbox"/> Primary Address
Phone Type Home	Phone # Redacted 4096	Ext.	<input checked="" type="checkbox"/> Primary Phone

### Select a price list

Q |

Name	Location	Date	Language	Type
None				
FLFM8X_JAN25	Ft. Myers, FL	2025 Jan 01	English (US)	Xactware
FLFM8X_OCT22	Ft. Myers, FL	2022 Oct 01	English (US)	Xactware
FLSI8X_17OCT24	Spring Hill, FL	2024 Oct 17	English (US)	Xactware
FLSI8X_NOV24	Spring Hill, FL	2024 Nov 01	English (US)	Xactware
FLSI8X_OCT24	Spring Hill, FL	2024 Oct 01	English (US)	Xactware
FLSI8X_SEP24	Spring Hill, FL	2024 Sep 01	English (US)	Xactware
FLSP8X_17OCT2	St. Petersburg, FL	2024 Oct 17	English (US)	Xactware
FLSP8X_AUG24	St. Petersburg, FL	2024 Aug 01	English (US)	Xactware
FLSP8X_DEC24	St. Petersburg, FL	2024 Dec 01	English (US)	Xactware

REQUEST PRICE LIST

DELETE

NEXT

Depreciate Sales Tax

Price Li

Repaire  
Contra

☐ In

Addit

☐ De  
Pr

price list

Request price list by...×

Zip Code

Country

United States

Zip Code

34287

Date

3/5/2025

Language

English

Profile

No specific profile

CANCEL

DOWNLOAD

4/10/2025 4:13 PM Electronically Filed: Hillsborough County/13th Judicial Circuit Page 82

e list

## Request price list by...



Zip Code

Country

United States

Zip Code

33765

Date

3/5/2025



Language

English

Profile

No specific profile

CANCEL

DOWNLOAD

Select a price list

Q

SHOW ALL

Name	Location	Date	Language	Type
FLSP8X_MAR25	St. Petersburg, FL	2025 Mar 01	English (US)	Xactware

REQUEST PRICE LIST

DELETE

DONE

☒ Depreciate Sales Tax



Select tax jurisdiction

Q|

Tax jurisdiction

34287

7%

7% Commercial

7% Tang Pers Prop Repair

Other

None

6%

PREVIOUS

DONE

Select tax jurisdiction

Tax jurisdiction

34287

7%

7% Commercial

7% Tang Pers Prop Repair

Other

None

6%

PREVIOUS

DONE

☒ Depreciate Sales Tax

### Xactimate

Using Price List FLSP8X\_MAR25. Re-price this estimate?

YES

NO

4/10/2025 4:13 PM Electronically Filed: Hillsborough County/13th Judicial Circuit Page 86

FLSI8X\_SEP24 7%

**Reprice Estimate(s)**

☒ Reprice Price List Items      Jurisdiction: <Use Current>

Categories: ☒ All ☐ Select

If item price/structure differs from price list: ☒ Reprice  
☐ Pause to confirm/manually re-price if price differs by at least 0.00%

If item description differs from price list: ☐ Skip  
☒ Reprice  
☐ Pause to confirm/manually re-price

If item does not exist in the price list: ☒ Skip  
☐ Pause to confirm/manually re-price

OK Cancel

FLSI8X\_SEP24 7%

**Reprice Estimate(s)**

☒ Reprice Price List Items      Jurisdiction: <Use Current>

Categories: ☒ All ☐ Select

**Reprice Summary**

<b>Original Price List:</b>	FLSI8X_SEP24	<b>Original Total:</b>	\$28,973.98
<b>New Price List:</b>	FLSP8X_MAR25	<b>New Total:</b>	\$32,084.51
		<b>Total Difference:</b>	\$3,110.53

OK

☐ Pause to confirm/manually re-price

If item does not exist in the price list: ☒ Skip  
☐ Pause to confirm/manually re-price

OK Cancel

# Exhibit B

This article was published more than 2 years ago

Climate Environment Weather Climate Solutions Climate Lab Green Living Business of Climate

EXCLUSIVE

# Insurers slashed Hurricane Ian payouts far below damage estimates, documents and insiders reveal

A Washington Post investigation has found that some policyholders had their claims cut by more than 80 percent

March 11, 2023

20 min 4584



(Illustration by Emily Sabens/The Washington Post; Ricardo Arduengo/Getty; document obtained by The Washington Post; iStock)

By Brianna Sacks

FORT MYERS, Fla. — When insurance adjuster Jordan Lee entered the cream-colored house battered by Hurricane Ian, the smell from the rain-soaked carpet

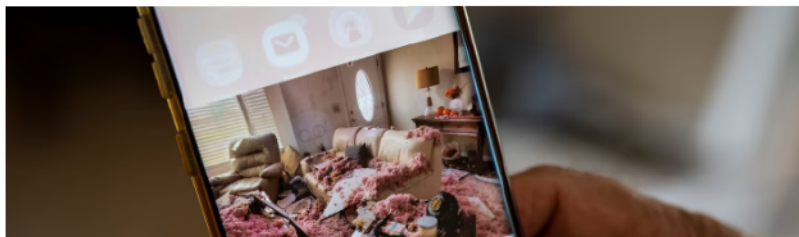


FORT MYERS, Fla. — When insurance adjuster Jordan Lee entered the cream-colored house battered by Hurricane Ian, the smell from the rain-soaked carpet made it hard to breathe. Piles of pink insulation covered the worn, white couches, he recalled, and poured from the collapsed ceiling, left gaping from the storm's 150 mph winds. He photographed debris flecked on the carpet and walls, chunks of roof in the yard, and broken screens and gutters around a pool filled with palm fronds.

The home, which belongs to retired couple Terry and Mary Sebastian, sits on a canal in Rotonda West, Fla., a coastal community that bore the brunt of Ian when the storm made landfall on Sept. 28. The entire place would need to be dehumidified, the roof completely replaced, the insulation torn out and the tattered pool enclosure rebuilt. It would be about \$200,000 to repair the damage, the licensed adjuster calculated in his estimate for Heritage Property & Casualty Insurance Co.



Terry and Mary Sebastian at their damaged home in Rotonda West, Fla., in March, five months after Hurricane Ian ravaged the area. (Thomas Simonetti for The Washington Post)





Insulation covers furniture and the floor at the Sebastians' home after the storm. (Thomas Simonetti for The Washington Post)

But when Lee checked in on his report about 10 days later, his stomach dropped, he said. It had been drastically whittled down, with entire portions, such as the one detailing issues in the primary bedroom, removed. The amount of insulation that needed to be redone was cut by half, and his estimate now said one-third of the roof should be fixed, instead of it being fully replaced. The homeowners were slated to receive a total of \$27,000. The changes were made without Lee's knowledge or consent, he said, but his name was still on the final report, according to documents seen by The Washington Post.

After major disasters like Ian, insurance companies often bring on third-party firms like Tristar Claim Solutions, an independent adjusting company that Lee worked for as a contractor, to help with the hundreds of thousands of claims.



During the insurance claims process, it's standard for field adjusters, who are trained to assess damaged homes, to collaborate with those back in the office to make minor edits, discuss aspects of the claim and alter line items if, for example, the carrier has evidence that damage was from a prior event, according to adjusters and insurance industry experts. That is how the system is supposed to work.

But that's not what has been happening in the aftermath of Hurricane Ian, Lee

to adjusters and insurance industry experts. That is how the system is supposed to work.

But that’s not what has been happening in the aftermath of Hurricane Ian, Lee and others said.

 **Follow** Climate & environment



Instead, Lee and other adjusters contracted by regional insurance carriers say that managers have been changing their work by lowering totals, rewriting descriptions of damage and deleting accompanying photos without their approval. These actions to devalue damage are the latest example of the insurance crisis in Florida.

After years of more frequent and intense storms, national carriers have pulled back from the market and smaller, regional carriers with smaller financial reserves jumped in. In the wake of Hurricane Ian, those companies have been aggressively seeking to limit payouts to policyholders by altering the work of licensed adjusters, according to a Post investigation. As a result, homeowners are left footing much of the bill for repairs, exposing an untenable gap between the cost of storm damage and what insurers are willing to pay to fix it.



Jordan Lee, an independent insurance adjuster, inspected homes following Hurricane Ian and said his reports were changed without his consent. The company he worked for as a contractor said insurers have reasons for altering claims and that estimates are revised “throughout the entire industry at the direction of the insurance carriers. They have the final say.” (Andy Jacobsohn for The Washington Post)

The Washington Post is a leading source of news and information.

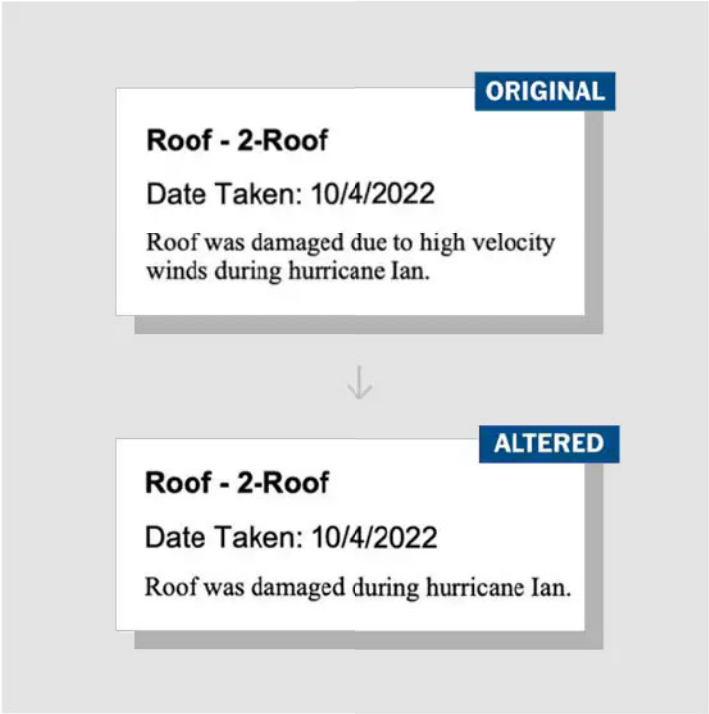


Jordan Lee, an independent insurance adjuster, inspected homes following Hurricane Ian and said his reports were changed without his consent. The company he worked for as a contractor said insurers have reasons for altering claims and that estimates are revised "throughout the entire industry at the direction of the insurance carriers. They have the final say." (Andy Jacobsohn for The Washington Post)

The Post's examination included interviews with dozens of policyholder advocates, attorneys and Hurricane Ian survivors as well as five insurance adjusters, who oversaw more than 100 claims for Heritage and Florida Peninsula Insurance Co., another regional carrier. The Post also reviewed 13 original and modified claims, which included hundreds of pages of estimates, photos and general loss reports, as well as internal records, final payment letters, emails and carrier guidelines.

The documents show that a dozen policyholders and their families had their Hurricane Ian claims reduced by 45 to 97 percent.

In one claim reviewed by The Post, a nearly \$500,000 damage estimate on a house with a mostly tarped roof was reduced to about \$13,000. In another, the desk adjusters blamed roof storm damage on past wear and tear, meaning it would not be covered.



The original and altered insurance report detailing damage to the Sebastians' home. (Obtained by The Washington Post)

In three cases, The Post obtained final determination letters, and the amounts sent to homeowners matched the altered claims. For two of those families, their original claims were cut below their deductibles, resulting in no payment.

The adjusters, attorneys and policyholder advocates allege that the independent adjusting firms were internally lowering estimates under the direction of the insurance carriers who contracted them. Emails obtained by The Post detail how independent adjusting firms followed orders from carriers to write claims

The adjusters, attorneys and policyholder advocates allege that the independent adjusting firms were internally lowering estimates under the direction of the insurance carriers who contracted them. Emails obtained by The Post detail how independent adjusting firms followed orders from carriers to write claims in specific ways that significantly reduced payouts.

The people interviewed for this investigation decided to speak out because, they allege, the ease and scale with which Ian claims have been altered and gutted represents a tipping point for Florida's insurance industry. The revised claims inaccurately represent their work, for which they said they still have not been fully paid, and they want more oversight, reform and accountability.

The Post made multiple attempts to interview and seek comment from Heritage, Florida Peninsula and Tristar, sending each company detailed lists of questions pertaining to the allegations and evidence in this investigation. Heritage did not reply to calls and emails. Representatives for Florida Peninsula said that "everyone is tied up at the moment" and that they would not be able "to help with this one."



Content from [Intel](#)

### Rural care:

Far from the big city, this hospital is using AI to give rural residents advanced cancer treatment.

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The partnership that Geisinger has

00:29

Tristar said that because of a "confidentiality agreement with Heritage Insurance we are unable to comment on Heritage Policy, procedures and/or estimating guidelines." However, the company said that it has reasons for altering claims and that "estimates are revised/collaborated throughout the entire industry at the direction of the insurance carriers. They have the final say."

Some in Florida's insurance industry blame the flailing market on lawyers and contractors who they allege have taken advantage of the system to sue carriers, jack up estimates and use roofing scams as ways to profit off disasters. It's actually the carriers, they argue, that have been the victims of fraud and bad behavior.

"Florida is the worst of all states when it comes to frivolous lawsuits and roof-replacement fraud schemes. Many claims are not legitimate," said Mark Friedlander, the director of communications for the Insurance Information

“Florida is the worst of all states when it comes to frivolous lawsuits and roof-replacement fraud schemes. Many claims are not legitimate,” said Mark Friedlander, the director of communications for the Insurance Information Institute, an industry association. To combat those issues, lawmakers have recently passed several pro-insurance industry laws that target attorneys and contractors, he said.

Friedlander also attributed the unusually long delays and lower payouts to “the complexity of the claims” and hurricane deductibles. For the most part, companies “have been taking care of their customers,” he said.



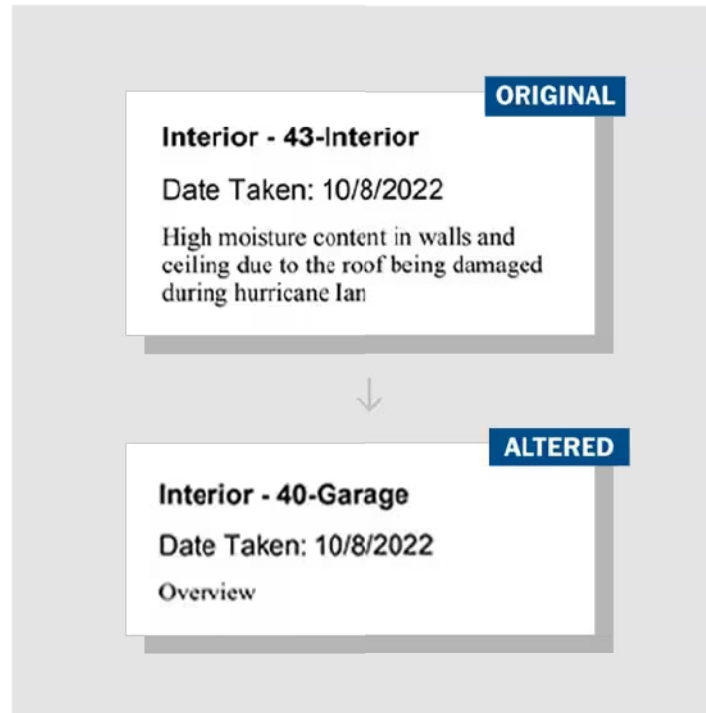
A billboard for an insurance attorney in Fort Myers Beach, Fla. (Thomas Simonetti for The Washington Post)

However, the American Policyholder Association, a nonprofit insurance industry watchdog group, disagrees. It said in a statement that it has found “compelling evidence of what appears to be multiple instances of systematic criminal fraud perpetrated to cheat policyholders out of fair insurance claims” and will be submitting criminal referrals to authorities “in Florida & several other states” in the coming months.

Four homeowners confirmed to The Post that they had received only a small portion of what they had been promised in their determination letters from Heritage and Florida Peninsula, or were struggling to get straight answers and considering taking legal action. Meanwhile, their homes are still heavily damaged or uninhabitable. And more than 33,000 Florida homeowner claims

FILED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN HILLSBOROUGH COUNTY, FLORIDA

Heritage and Florida Peninsula, or were struggling to get straight answers and considering taking legal action. Meanwhile, their homes are still heavily damaged or uninhabitable. And more than 33,000 Florida homeowner claims linked to Ian are still open without payment, while more than 125,000 were closed without payment, according to the Florida Office of Insurance Regulation. Nearly 56,000 claims were open with payment and 183,235 were closed with payment.



Excerpts of an original and altered insurance claim show changes to an adjuster's description of damage. (Obtained by The Washington Post)

Florida's insurance market has been teetering toward collapse for years. After destructive storms in 2005, several big carriers including State Farm pulled back coverage in the state, and newer, more thinly financed, smaller companies swooped in and began to operate. Then came 2017, one of the costliest hurricane seasons ever. Hurricane Michael battered Florida the following year.

Adjusters said they started to see carriers greatly reduce damage estimates, fully deny roof replacements more often and force claims of a certain value into litigation. Payouts started to get delayed or not come at all, adjusters and attorneys said.

At the same time, rates kept rising, and fast. Florida homeowners paid an average of \$4,231 for home insurance in 2022, nearly three times the price in any other state — and rates are expected to increase again this year. Ten property insurers that operated in Florida have gone insolvent since January 2021. About 125 property insurers remain in the state, but experts said many are either not taking on new business or are greatly limiting policies because of the volatile market.



2021. About 125 property insurers remain in the state, but experts said many are either not taking on new business or are greatly limiting policies because of the volatile market.



But the adjusters interviewed for this investigation said the major cuts and revisions to Hurricane Ian survivors' claims are unlike anything they've ever seen before.

"I wrote 44 reports for Heritage Property & Casualty, and 100 percent of them were altered to where I did not recognize them. Every single one," Lee said in an interview. "They manipulated our estimates without actually collaborating. I didn't get a phone call from someone saying, 'Hey, Jordan, can we go over this estimate?' I didn't get a text. I didn't get an email. Nothing. I can get in trouble for that. It's my name going on these reports, no one else's."





Plastic sheeting covers the entrance to a room at Terry and Mary Sebastian's home in March. (Thomas Simonetti for The Washington Post)

## 'They are ruining my life'

Mary Sebastian, 70, spent hours on her knees last week trying to scrub storm gunk and other crusted filth out of their tiled kitchen floor. Five months after Ian, half the walls in their home are still gutted to the studs with wires hanging down, and the couple has been trying to do as many of the repairs as they can on their own. The Sebastians said Heritage has been trying to "wear them out" by not paying their claim or answering their calls and emails and sending them to four different desk adjusters.

So far they've received one \$2,500 check for living expenses, despite having submitted hundreds of receipts for their hotels, food and other expenses, emails show, and another for \$10,000, which went directly toward repairing their roof. Much of their furniture is ruined, the couple said, and they are in the process of applying for a loan to continue the repair work. After The Post contacted their insurer and the Florida Department of Financial Services regarding their case, the Sebastians said they received an additional \$4,092 to repay what they'd spent on food and housing through Jan. 28.

Terry Sebastian said he filed two complaints with the state's insurance commissioner about Heritage before he started speaking with The Post. He'd had a feeling, he said, that his insurance company was "lying."

"They are ruining people's lives. They are ruining my life," the 69-year-old said. "I tell them I'm going to go bankrupt if they don't pay me, but they don't care."

Date: Thu, Feb 16, 2023 3:17 pm

Due to the lack of respect with no return calls or emails whenever I have tried to contact you, I have filed a follow up complaint with the Florida Insurance Commission. I do not know what it will take to service my claim. as its been 4 months since the hurricane with the poorest service I have ever seen.

Terry Sebastian

An email from Terry Sebastian to Heritage Property & Casualty Insurance Co. (Obtained by The Washington Post)

State data, last updated Thursday, shows 708,255 Hurricane Ian claims — including those of homeowners and other policyholders — but about 34 percent

An email from Terry Sebastian to Heritage Property & Casualty Insurance Co. (Obtained by The Washington Post)

State data, last updated Thursday, shows 708,255 Hurricane Ian claims — including those of homeowners and other policyholders — but about 34 percent of them have either been rejected or are still unpaid. The 90-day period that insurance companies have to pay or deny a claim ended in late December.

Hurricane Ian, a Category 4 hurricane and one of the strongest storms to ever hit the United States, was Florida's costliest on record and the most expensive natural disaster globally of 2022. The densely populated southwestern part of the state had not experienced a storm of that magnitude since 2004, the National Oceanic and Atmospheric Administration said, and its "intense winds, heavy rainfall, and catastrophic storm surges" peeled off roofs and inundated homes with "1-in-1000 year" amounts of water. Ian caused \$112.9 billion in damage, the second-largest insured loss on record after Hurricane Katrina, according to a report from reinsurer Swiss Re.

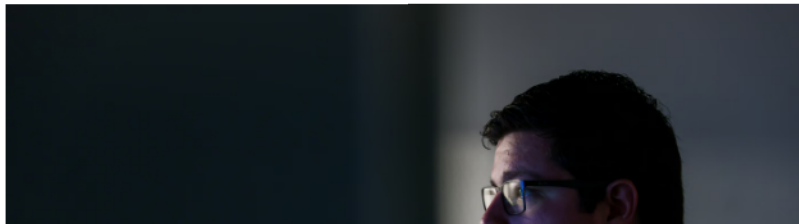
As the weeks after the storm turned into months and claims continued to pile up, Lee and other adjusters said they kept getting calls from increasingly frustrated and anxious policyholders about their final claim estimates or lack thereof. For many, that 90-day deadline was coming up, and they were still without answers, habitable homes and now savings.

"It's messed up. You know, the whole point of having insurance is to be able to properly put your property back as if the disaster never happened," Lee said. "That's the whole point for that protection."

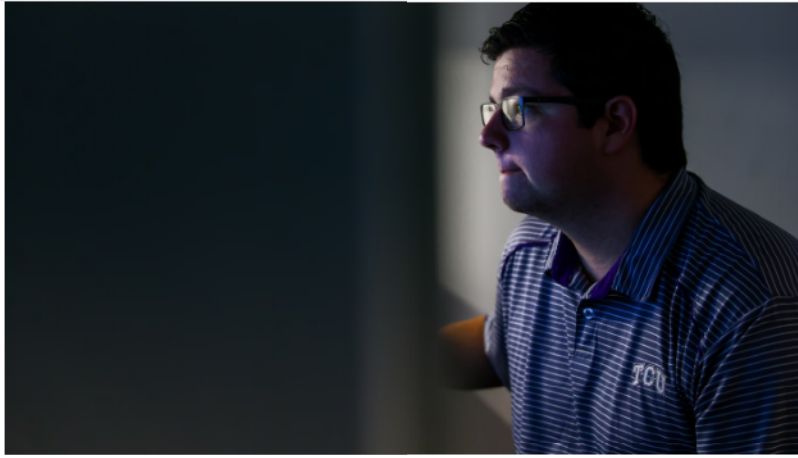
## Major damage but only partial payout

Five days after Ian ripped across Florida, Lee received an email from a Tristar claims manager he'd worked with in the past. The company was looking for "experienced adjusters for our client Heritage Property and Casualty," and promised good pay and "all the volume one could ever hope for." Lee decided to join the team.

But two weeks into his assignment, Lee said, Heritage gave adjusters updated guidelines essentially barring them from writing claims to replace any roofs. Hearing nothing about the 44 reports he had turned in, Lee started to become suspicious. It was taking unusually long to get paid. Lee and other adjusters make a commission on claims based on a fee schedule set by the carrier.







"The whole point of having insurance is to be able to properly put your property back as if the disaster never happened," Lee says. (Andy Jacobsohn for The Washington Post)

Lee said he logged into the systems that adjusters and insurance companies use to track claims. Like his 113-page report for the Sebastians' home, his other estimates were rearranged and cut down, he said, with photos and line items deleted, and summaries changed.

Many of his photo captions were changed, too, he said, and entire sections missing, according to a review of the documents by The Post. An image showing a crack in the garage ceiling, which suggests structural problems from the storm's impact, now read, "Apparent non-loss related." Documents reviewed by The Post show that his claims manager had heavily revised his photo sheet and made other major changes.

Cutting a valid claim estimate without factual basis "is potential fraud," said Friedlander, who also worked for two major insurance companies and who did not review the Sebastians' case. In most cases, if a field adjuster has done his job correctly and broken down every line in great detail, the desk adjuster will not need to make significant changes, he said. It's usually a "smooth process with communication between the two," Friedlander said.

"If a company intentionally changes the estimate to not pay out a loss, that could be considered fraud," he said.







Daniel Van Sickle at his damaged home in Venice, Fla., in March. (Thomas Simonetti for The Washington Post)



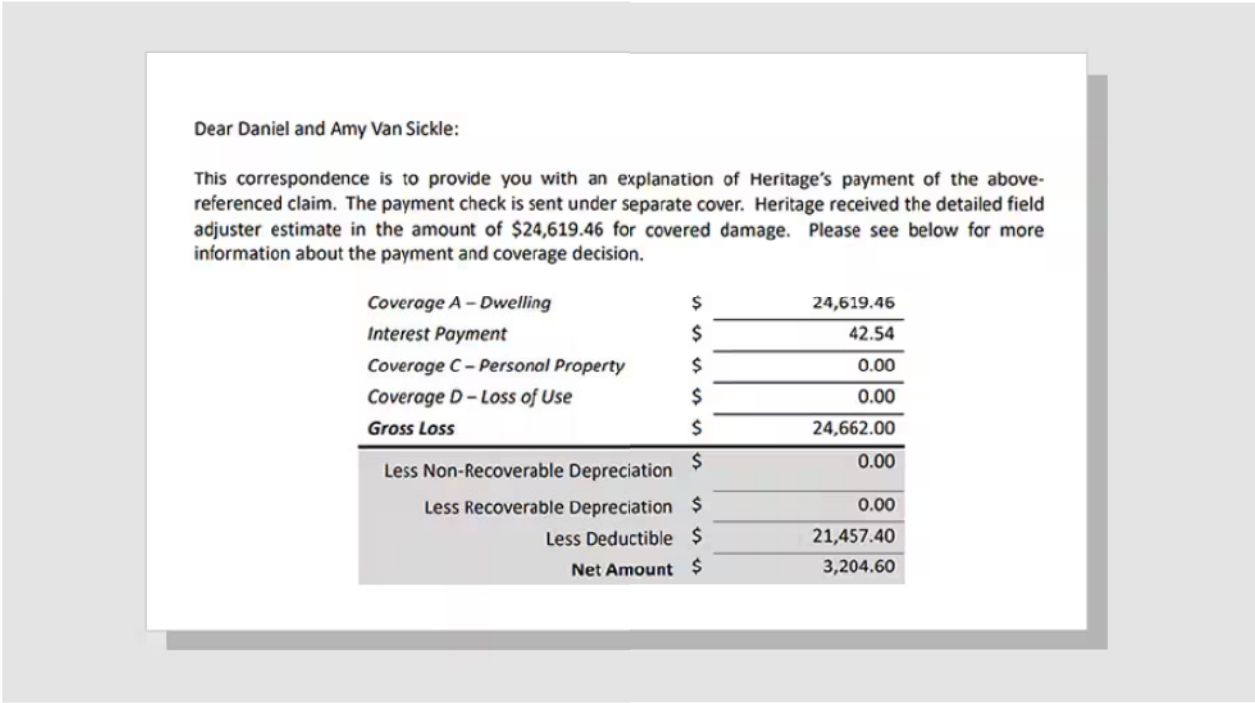
A view outside Van Sickle's home. (Thomas Simonetti for The Washington Post)

As Lee walked through an essentially totaled home in Venice, Fla., in early October, water from the still-mushy carpet splashed onto his calves, he recalled. Like in the Sebastians' house, insulation hung from the exposed ceiling. The drywall would need to be removed, rooms deeply sanitized and the entire roof replaced, as it "was blow[n] off," he wrote in a loss report for Heritage obtained by The Post, "causing significant damage to the interior of the home."

Repairing it would cost nearly \$200,000, he estimated. But in the final report for the homeowners, Daniel and Amy Van Sickle, entire sections of his work such as "tear out and bag wet insulation" and "water damage dry out" were removed, and the final amount lowered to \$24,619.

Weeks later, on Jan. 9, Heritage emailed the Van Sickles telling them it would issue a payment. The explanation letter said the carrier "received the detailed field adjuster estimate in the amount of \$24,619.46 for covered damage." Along with it was the revised estimate, with Lee's name on it.

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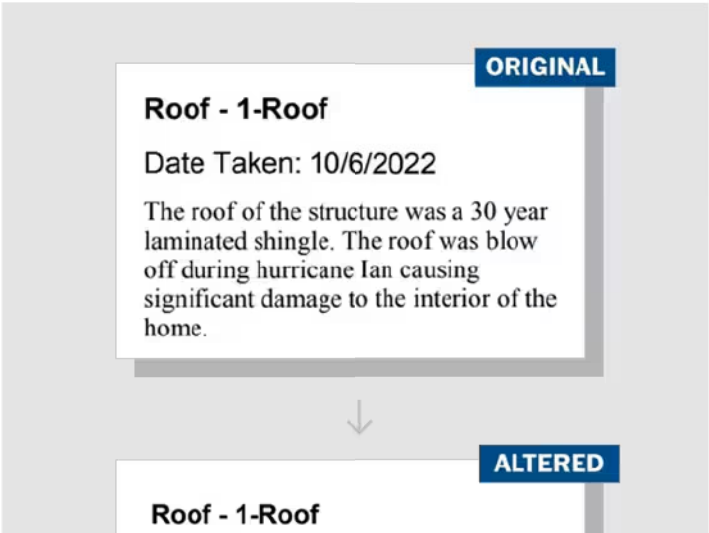


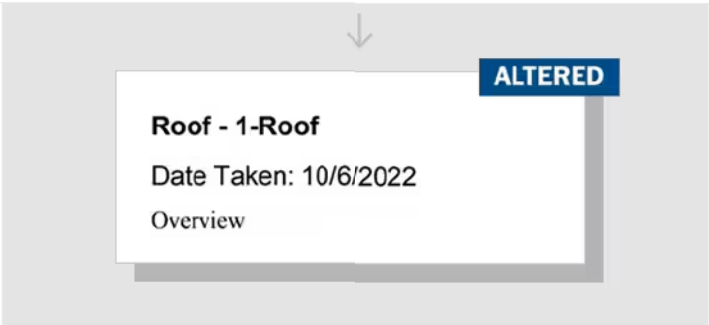
A letter from Heritage Property & Casualty Insurance Co. to the Van Sickles explaining its coverage decision. (Obtained by The Washington Post)

However, after subtracting from their deductible, the couple would only get \$3,204.60.

After The Post contacted Heritage with questions about the Van Sickles’ claim, the couple said they received a revised estimate with an additional \$1,000.

“It’s the classic horror story right now,” Van Sickle said. “This is a lot of money to a lot of people, and you can’t help but wonder what happens to them when they don’t get it. Those people will suffer greatly.”





The original and altered report describing damage to the Van Sickles' home after Hurricane Ian. (Obtained by The Washington Post)

‘We have never seen that before’

At the end of September, Ben Mandell and Mark Vinson, two veteran independent adjusters, started handling claims for Florida Peninsula Insurance Co., a regional carrier that is rated as financially stable and insures about 181,000 homes across the state. Shortly after starting on 30 Ian-related claims, they too started noticing unusual behavior, such as claims not being processed, or desk adjusters or supervisors gutting or rejecting their reports of what they saw was credible damage. These actions further delayed payouts to residents.

What was also strange, the adjusters said, was that they were seeing the same or similar edits in all of their reports, even though the homes were in different areas and built in different years. The denial of wind-battered roofs seemed to be a “pattern,” Vinson said.

“We had 150-mile-per-hour winds come through and destroy roofs, and these folks decided they would not replace any of the roofs, but pick an arbitrary number of shingles to repair and just replace those,” said Mandell, who owns a home in Florida. “We have never seen that before.”

When hiring contracting companies to help out on major disasters, insurance companies set guidelines for each storm that those workers have to follow, insurance experts, adjusters and attorneys said. Essentially, those guidelines dictate how much the insurer believes should be allocated for that storm, what it will cover, and how to describe and document the damage.

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Stranded boats rest against Edison Bridge in Fort Myers, Fla. (Thomas Simonetti for The Washington Post)

In multiple emails obtained by The Post, managers at Tristar and another third-party adjusting firm referenced these agreements.

On Oct. 27, for example, a claims director at Tristar wrote to all adjusters that “we are seeing too many reports describing damage and mentioning ‘wind’ as the cause of loss. Per Heritage: WE DO NOT DETERMINE COVERAGE!” he wrote, reminding them, “Do NOT say what caused it!”

“Heritage does not want to see that word [wind] in photo descriptions or in the General loss reports,” he said. “Let’s make sure we are just describing the damages we see and leave the cause (wind) out of it!”

He thanked them for their “hard work” and said that higher-ups were “seeing the fruits of [their] efforts.”

Mandell said that after he realized what was happening to his reports, he grew uncomfortable, spoke up to his manager and was fired. In their email exchange, the manager lambasted Mandell for arguing over revisions.

“You have been told repeatedly that the desk adjusters have the final say for what coverages are afforded, yet you continue to argue with the carriers when revisions are requested,” the manager wrote. “As an independent adjuster it is not your responsibility to make coverage decisions on behalf of the insurance carrier.”

In his reply, Mandell said he did not have a problem with desk adjusters making decisions, but what crossed the line was “a desk adjuster or anyone else demanding or threatening me to remove items off an estimate that are



In his reply, Mandell said he did not have a problem with desk adjusters making decisions, but what crossed the line was “a desk adjuster or anyone else demanding or threatening me to remove items off an estimate that are legitimately on that estimate. ... I also have a problem with you folks removing items off of my estimates and leaving my name on that estimate making it look like I made the decision to remove those items when I did not.”

“I am not the only adjuster you are doing this to,” he said. “This illegal practice seems to be a standard practice on this deployment with you folks.”

His manager did not reply.

## Asking lawmakers to take action

Over the past year, Florida Republicans called two special legislative sessions focused on the state’s insurance industry and passed more laws that further protect and insulate property insurance carriers, largely at the expense of homeowners. Two major industry wins include funneling \$1 billion in taxpayer money into a reinsurance fund and stopping carriers from having to pay policyholders’ attorneys’ fees when they sue.

At the December session, Lee, Mandell, Vinson and other adjusters joined residents in speaking out against the legislation. Their testimony was covered by Insurance Journal.

After Mandell accused insurance carriers of fraudulent behavior that is “more widespread than any of us could have imagined,” state Rep. Bob Rommel (R), the chair of the Commerce Committee, asked the group of adjusters to come to his office later with that information “to make sure the attorney general and [Office of Insurance Regulation] takes care of that.”

They did. And according to four people present, Rommel asked to see evidence and told the group, “If this is really happening, this needs to be taken care of,” Lee recalled. Vinson had brought a flash drive with dozens of files to show, but the representative said it was not safe for a government computer.

The next day, Dec. 14, Mandell emailed Rommel’s office with the evidence the lawmaker requested, including a file of four documents showing how his estimate of \$40,468.54 of damage was revised to show \$2,658. “You will note that they left my name on this bogus estimate,” the adjuster wrote in the email, obtained by The Washington Post.

In an email, Rommel told The Post that the adjusters came to his office with “no evidence. Told them the door was open if they could produce the evidence.”

After multiple emails from The Post, Rommel’s office said that it had forwarded the adjuster’s email to the state’s chief financial officer, Jimmy Patronis, and that Patronis’s office will contact Mandell.

evidence. ‘Told them the door was open if they could produce the evidence.’”  
After multiple emails from The Post, Rommel’s office said that it had forwarded the adjuster’s email to the state’s chief financial officer, Jimmy Patronis, and that Patronis’s office will contact Mandell.



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“We have asked the CFO’s office to keep us in the loop,” a spokesperson for Rommel said. The CFO’s office said in a statement that it has received the information from Rommel, met with the property owners from the report and that “an investigation is currently open and ongoing.”

Meanwhile, homeowners like the Sebastians don’t know how much longer they can last without a payment, let alone answers. Their temporary housing ended Monday and they had no choice but to move back into their home, which has a new roof but feels like a “construction zone,” Mary Sebastian said. Heritage promised them a check soon, she said, but they’ve heard that before. If they do get anything, they’re bracing for “pennies on the dollar.”

“I don’t know how much fight we have left in us,” she sighed. “I want to walk away.”

Her husband, though, refuses to.

“That’s what they want us to do,” Terry Sebastian said.

*Photo illustrations by Emily Sabens.*

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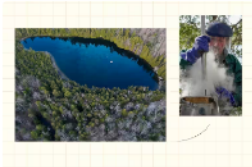
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# Exhibit C

# Florida hurricane insurance fraud investigation remains unresolved

[wesh.com/article/florida-insurance-fraud-investigation/60984081](https://wesh.com/article/florida-insurance-fraud-investigation/60984081)

Greg Fox

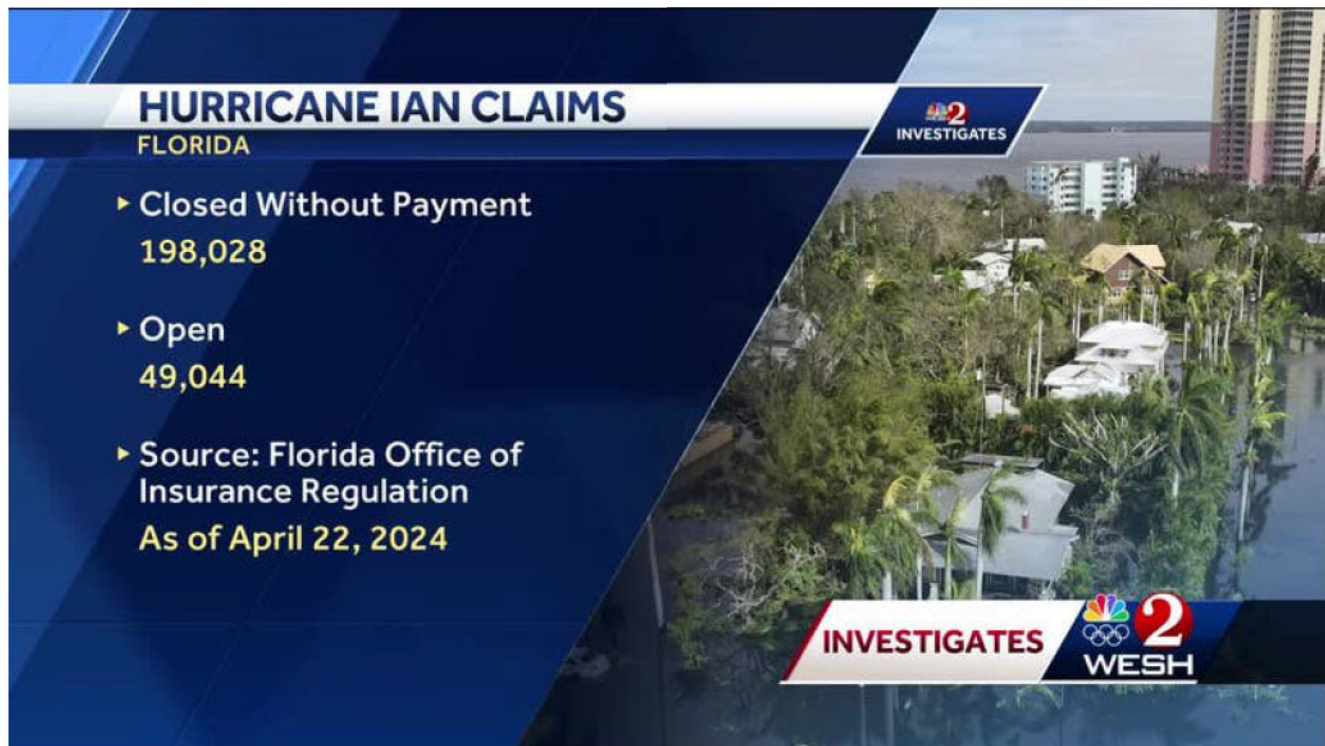
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## Floridians victim to insurance fraud say state isn't moving fast enough to fix it



Updated: 5:57 PM EDT Jun 3, 2024

Greg Fox  
Reporter



### ORLANDO, Fla. —

When independent field adjusters told Florida lawmakers in December 2022 that they suspected insurance carriers were cheating their policyholders – predominantly homeowners – by underpaying them on Hurricane Ian claims, lawmakers and the state's chief financial officer promised action.

As the 2024 hurricane season begins in Florida, nearly 200,000 property owner claims have been closed without payment just from that single storm. And while some insurance carriers have been fined for their claims resolution practices, not one insurance company executive

has been arrested and charged with criminal fraud.

"I don't want to see it get swept under the rug," said Jordan Lee, an independent adjuster who is licensed in Florida and lives in Texas.

**Related:** WESH 2 Hurricane Survival Guide 2024

He and two other adjusters brought the serious allegations of criminal fraud to Legislators during a special session in 2022 to address and help lower rising property insurance rates.

The independent adjusters assess damage and document proposed claims with photos, measurements, and detailed estimates. They also put their names on those reports.

The adjusters claim some carriers manipulated their claims, lowered them dramatically, and sent the payment estimates back to policyholders with the independent adjusters' names on them as if they had written the company-edited payment estimate.

## Recommended

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A car pulled from an Oregon River might have belonged to family that vanished in 1958

The adjusters provided that documentation to WESH 2 Investigates, providing a "before" and "after" picture of how recommended roof replacements, for example, became roof repair recommendations and estimates, without the adjusters' knowledge.

At first, Lee said the state Department of Financial Services talked with him about the evidence he provided. Then, he said, an investigator called him last December and requested he come to Florida for an interview. It would have been the same day as his wedding. The investigator, he said, suggested calling back in early January. Lee said he called and left a message, and is still waiting for a callback.

"It's been six months since I called them," he said. "No callback. It's not doing their due diligence to properly investigate."

The Department of Financial Services (DFS) is run by Republican Chief Financial Officer Jimmy Patronis. WESH 2 Investigates asked him if he believed the investigation will result in the arrests of any insurance company executives.



"There's good insurance companies. There's bad insurance companies," he said. He then quickly pointed out that after the Florida Office of Insurance Regulation (FLOIR) completed its "Targeted Market Conduct Examination Report" – a kind of audit of a carrier's response to a major storm – of five insurance companies. Last month it fined them for improperly handling claims.

The largest fine, \$ 1 million, was assessed on Heritage Property and Casualty under "Consent Order 322312-24."

It's believed to be one of the largest insurance fines by the state on record. Though it's comparatively small, Heritage's parent company, Heritage Insurance Holdings Inc, had revenue of \$ 191 million in the first quarter of this year.

In both the Market Conduct report and Consent Order, the FLOIR says Heritage failed to quickly respond to claims calls, pay claims in a timely manner, and make sure adjusters provided proper information to policyholders following Hurricane Ian.

Patronis, who does not oversee FLOIR, and confines his investigations to those that may involve criminal conduct, added, "That (FLOIR) investigation led to, inconsistencies on how they took care of the Florida consumers that ultimately equated to a fine that took a million dollars out of their pockets. {Fox} But it was a fraud investigation. No crime was committed at least as far as you could tell? {Patronis} Again, criminal charges will be determined based on where there may have been laws that were broken."

It's worth noting, Heritage Property and Casualty has donated \$240,000 in campaign contributions to "Treasure Florida," a Patronis political committee. The contributions were made between 2017 and 2022, according to the Florida Division of Elections campaign finance database. Patronis told WESH 2 Investigates he is considering running for governor in 2026, and since his re-election to the term-limited post of CFO, his political committee has raised more than \$ 1.12 million.

Doug Quinn, head of the American Policyholder Association, shared his thoughts on the pace of the criminal case thus far:

"We strongly urge the DFS investigators and CFO Patronis to do the right thing, and aggressively chase down these alleged crimes," he said. "And where necessary make arrests and prosecutions."

Patronis' office provided an additional statement regarding the criminal investigation:

"The DFS criminal fraud investigation remains open and ongoing. Fraud investigators continue to conduct witness interviews to gather additional evidence and are working closely with state prosecutors to prepare the best possible case for presentation," spokesperson Devin Galetta said.

We asked if somebody should be arrested at the end of the investigation, adjuster Lee said, "I do."

As of April 22, according to FLOIR, 198,024 Hurricane Ian claims across Florida have been closed without payment – 49,044 remain open.

In the nine-county central Florida region, 51,589 claims have been closed without payment, most in Orange and Volusia counties. And 7,998 remain open – as another potentially dangerous storm season approaches.

# Exhibit D

# Whistleblowers claim insurance companies shortchanged some Florida homeowners after Hurricane Ian

 [cbsnews.com/news/florida-whistleblowers-hurricane-ian-insurance-60-minutes-transcript](https://www.cbsnews.com/news/florida-whistleblowers-hurricane-ian-insurance-60-minutes-transcript)

Sharyn Alfonsi

## 60 Minutes - Newsmakers

On Thursday night, Hurricane Helene and its 140 mile an hour winds made landfall in Florida's Big Bend region. It was deadly. The full extent of the damage won't be known for weeks and residents know rebuilding after the storm is likely to be as daunting as the storm itself.

It's been two years since Hurricane Ian hit Southwest Florida and an estimated 50 thousand homeowners are still locked in battles with their insurance companies. Tonight, you will hear from insurance insiders who say after years of diligently paying premiums, homeowners are being misled by their insurance carriers. The whistleblowers, who are all licensed adjusters, tell us after Hurricane Ian, several insurance carriers were using altered damage reports to deceive customers.

As Hurricane Ian slammed into Florida with 150 mile an hour winds, Jeff Rapkin took this video from the porch of his home... about 40 miles south of Sarasota.

Jeff Rapkin: (on recording): "All the trees are coming down... they don't normally look like this, everything's coming apart... My name is Jeff Rapkin, I live in North Port, Florida..."

Rapkin, an adoption attorney and his wife, Ginny, raised three children in this home and weathered more than a half dozen hurricanes inside it. But Ian, they say, was different.

Jeff Rapkin: It just-- it sat above our heads. It wouldn't move. I mean, it was a nightmare.

Sharyn Alfonsi: And it went on for how long?

Jeff Rapkin: Eleven hours.

Sharyn Alfonsi: Eleven hours.

Jeff Rapkin: It felt like the hurricane was inside the house. We couldn't keep the windows closed.





Sharyn Alfonsi with Ginny and Jeff Rapkin 60 Minutes

That is the Rapkin's house. A neighbor just happened to be filming when their steel roof was ripped off. When the storm finally passed, the Rapkins could see clear skies through the new hole Hurricane Ian punched in their ceiling. There were trees on and around their house, the roof was shredded, and everything inside was soaked.

The Rapkins lined up their losses on the curb and called their insurance company, Heritage, to begin the claims process. It sent a licensed adjuster to the house to assess the damage.

Sharyn Alfonsi: Did you get the feeling, speaking to him and showing him around the property, that he understood --

Virginia Rapkin: Oh yeah.

Jeff Rapkin: Yeah.

Sharyn Alfonsi: -- what was happening here, that this --

Virginia Rapkin: Oh yeah.

Sharyn Alfonsi: -- was serious?

**Florida family was shocked by their hurricane insurance payout. Then they learned the damage report was altered.**

Jeff Rapkin: He was really nice. He was thorough and he said, "your house is probably gonna need to be completely rebuilt."



Which is why the Rapkins were floored when they finally got a check from their insurance company three months later.

Jeff Rapkin: They sent us a report from the adjuster which said that it would cost \$15,000 to put our home back to pre-hurricane conditions.

Sharyn Alfonsi: They sent you \$15,000?

Jeff Rapkin: \$15,000. And so-- the-- the deductible was taken out, so it was \$10,000 dollars. And then our public adjuster took \$1,000 out, so we had \$9.

Sharyn Alfonsi: When you called and said, "\$9,000? Are you kidding me?" What was the reaction?

Jeff Rapkin: The reaction was-- "This is the decision we've made." And I started to pray for-- for Mr.-- Jordan Lee's untimely demise because I was so angry.

We found Mr. Jordan Lee... very much alive.



Jordan Lee 60 Minutes

Sharyn Alfonsi: Do you remember the Rapkin family?

Jordan Lee: Yes, ma'am.

Lee is the adjuster who went to the Rapkin's home after the storm.

Sharyn Alfonsi: What do you remember about them?

Jordan Lee: Their property, a two-story home, metal roof that was blown off by Hurricane Ian. And the interior of the home was just-- it was soaked.

Jordan Lee has been a licensed adjuster in Florida since 2017. After major disasters, most insurance companies use third-party firms who hire adjusters, like Lee, to help them with the thousands of claims.

Lee says after he assesses a home, he always leaves his cellphone number with the homeowners so they can call him if they have any questions. After Hurricane Ian, homeowners did.

Sharyn Alfonsi: What were they sayin'?

Jordan Lee: Cussin' me out left and right, up and down. You know, "how could you do this to us?" It was really bad, actually. And out of the-- the-- thousands of claims that I've handled, I've never had phone calls like that.

Confused, he went back to compare the damage report he wrote for the Rapkins to the one the insurance company sent to them.

Sharyn Alfonsi: That's your work?

Jordan Lee: Correct.

Sharyn Alfonsi: And this is what they were given?

Jordan Lee: Totally different. Totally different.

Sharyn Alfonsi: You said they needed a new roof.

Jordan Lee: I did.

Sharyn Alfonsi: And this report says what?

Jordan Lee: It reads as a repair.

Sharyn Alfonsi: Was that roof able to be repaired in your opinion?

Jordan Lee: Not in my opinion, no.

Later, Jordan Lee learned a desk adjuster - who'd never been to the Rapkin's home - had deleted entire sections of his report... but left his name and his license number on it - making it look like his work.

Sharyn Alfonsi: Did anybody ever alert you, "Hey, we're making a change to this report"?

Jordan Lee: No. Nobody told me. The only way that I knew was the homeowner calling me.

## **Statements of Heritage Insurance to 60 Minutes**

It is standard procedure for field adjusters to collaborate with those back in the office to make minor edits. But Jordan Lee says, that is not what happened with the Rapkin's report.

Sharyn Alfonsi: Did you put a dollar amount on how much you thought they were owed?

Jordan Lee: \$231,368.57.

Sharyn Alfonsi: What did the insurance carrier come up with?

Jordan Lee: \$15,469.48. So uh, quite a bit of difference.

Sharyn Alfonsi: Mmm. That's not a difference of opinion.

Jordan Lee: No.

Jordan Lee says as he dug further into his work from Hurricane Ian... he was stunned to discover the Rapkins weren't the only family whose report was altered.

Jordan Lee: It was basically all of 'em. I mean, I handled 46 of them. 44 of them were changed.

Sharyn Alfonsi: Were any of your reports changed to give the policy owner more money?

Jordan Lee: No.

Sharyn Alfonsi: It was always down?

Jordan Lee: It was always down.

Down... by as much as 98%. One estimate he wrote for \$488 thousand was changed to \$13 thousand. another, from 239 to 3 thousand. On December 13th, 2022...

Jordan Lee (at hearing): "My name is Jordan Lee. I'm an independent insurance adjuster and I work for the insurance companies."

Jordan Lee and two other adjusters testified to Florida lawmakers about what one watchdog group called "systematic criminal fraud" by the insurance companies.

Ben Mandell (at hearing): "The scheme was repeated over and over again, not only on my estimates but on estimates written by other adjustors."

Ben Mandell has been a licensed adjuster since 2017. He did not work for Heritage but says 18 of the 20 reports he wrote for another carrier after Hurricane Ian were altered. And he says he, and other adjusters, were instructed by some of their managers to leave damage off reports.

Ben Mandell: It was a deliberate scheme to do this. And it wasn't just with one carrier doin' this. This was six carriers that we discovered were doing this in the State of Florida, they all got the memo.

Sharyn Alfonsi: Which was?

Ben Mandell: Which was, "we're not going to replace roofs, asphalt shingle roofs. We're not going to replace them, we're going to repair them."

Mandell says he refused to leave off roofs.

Ben Mandell: They were asking me to do something that was illegal.

Sharyn Alfonsi: And why was it illegal?

Ben Mandell: It's illegal because when I go out to make a damage estimate, I have to put what the damage is, not what they want the damage to be. And so if I leave something off that's supposed to be on there, I could be prosecuted for that.

Sharyn Alfonsi: So the company's telling you, "Leave the roofs off, we're not paying for roofs." But you keep writing these--

Ben Mandell: That's correct.

Sharyn Alfonsi: -- roofs into your reports.

Ben Mandell: I wrote the way they're supposed to be.

Sharyn Alfonsi: And you get fired.

Ben Mandell: And I got fired.

Now, Ben Mandell and five other whistleblower adjusters are represented by attorney Steven Bush. Bush worked as a public adjuster for more than a decade.

Steven Bush: What the carriers are doing, in some instances, what they've said was, "if the policyholder needs a new roof, then we're gonna make them make us pay." In other words, "File a lawsuit, and then we'll pay you for your roof."





Steven Bush 60 Minutes

Sharyn Alfonsi: But unless they do that, they're not getting their roof paid for?

Steven Bush: They're not getting it, they're not getting it. Most people will not stand up and fight. I cannot tell you how many people come to me and say, "hey, what was I gonna do? I had to replace my roof."

Sharyn Alfonsi: And do you think the insurance companies know that? They're betting on --

Steven Bush: Absolutely.

Sharyn Alfonsi: -- that those people are just gonna roll over?

Steven Bush: No question they know that. They're playing the odds and they are winning.

Florida's insurance market has been a risky gamble for years. After a decade of costly storms, several national carriers exited Florida. Smaller, regional carriers stepped in... but not all were up to the job. Since 2021, at least nine insurance companies in Florida have collapsed and some of the remaining ones, Steven Bush says, altered damage reports.

Sharyn Alfonsi: And is it just in Florida?

Steven Bush: I now have evidence in six different states of where carriers are manipulating the estimates, changing them, and then misrepresenting to policyholders that it's the work product of the field adjuster.

Sharyn Alfonsi: And did, most times, the policyowner have any idea?

Steven Bush: Policyowner has no clue.

Doug Quinn: Yeah, there's almost no transparency in the claims process.



Doug Quinn 60 Minutes

Doug Quinn is the executive director of the American Policyholders Association, an advocacy group he started after his home was destroyed by Hurricane Sandy in 2012.

Doug Quinn: The victims of insurer fraud are the last people to find out that they were victims of insurer fraud.

Sharyn Alfonsi: So when the insurance carriers say, look, it's our right, we're allowed to go back in there and do what we want to these adjuster reports, you would say?

Doug Quinn: You are not allowed to take somebody who has dutifully paid premiums for years, and when they need their insurance, cheat them. And shave 70%, 80%, or 90% off their claim. You are not allowed to do that. You are allowed to disagree with, you know, the minutiae. But coming in to that degree and faking the facts on a claim is not acceptable and there should be legal consequences for that.

Steven Bush: If you really want to see change in the industry, put somebody in handcuffs.

Attorney Steven Bush says he turned over what he says is evidence of insurer fraud to state investigators and Florida opened a criminal investigation. but two years after the storm, Florida has made no arrests.

Sharyn Alfonsi: We know fraud's investigated all the time when it comes to homeowners, right? You know, that if you put--

Doug Quinn: And contractors--

Sharyn Alfonsi: --a false claim--

Doug Quinn: --and public adjusters. Everybody's who's aligned with the consumer who costs the insurance industry money. Those cases get investigated and prosecuted rather quickly. And aggressively. All we are asking is that cases that are alleged to be perpetrated by the insurance carriers or the vendors that they hire are just as aggressively investigated and prosecuted when fraud is found.

Quinn says it's difficult to know how many policyholders may have been given less money than they were owed. But two years after the storm, every unrepaired home and tarp tells a story. At the Rapkins, mold and mother nature are gnawing away at what's left of their home. And upstairs?

Sharyn Alfonsi (in attic): Oh, well, there's the sky! This isn't a hole, this is a crack down the middle of your house, I can put my whole arm up through here.

That split roof is an open wound for the Rapkins, who still have to mow the lawn and make mortgage payments on their rotting home every month. They're also paying rent on an apartment nearby and \$4,000 a year to Heritage for home insurance.

Sharyn Alfonsi: And you're still paying?

Jeff Rapkin: I'm still paying.

Virginia Rapkin: Oh, yeah.

Jeff Rapkin: The premiums went up. (laugh) So we're still paying-- we're still paying and the premiums went up. And I can't get another insurance company, obviously.

Jeff and Ginny Rapkin filed a lawsuit against heritage accusing it of breach of contract and fraud.

In a statement to "60 Minutes," Heritage said it couldn't comment on specific policyholders but aims to "pay every eligible claim" and had no intention to deceive. The company says, in its own random sample, about 42% of damage reports were revised downward and 26% were revised *upward*.

Heritage says that since Hurricane Ian, it has made "many reforms," including updating its claims processing software, which it blames for not including the names of desk adjusters who altered reports.



Sharyn Alfonsi: Do you think that was a mis-- like, just an innocent mistake?

Jeff Rapkin: Originally I did. I said, "Oh, maybe they made an error."

Sharyn Alfonsi: And what do you think now?

Jeff Rapkin: I think they did it on purpose. And I think people are getting letters that say they're not covered when they are. This is a con. That's what this is. This is: make them go away at all costs. We're not paying.

*Prior to 60 Minutes' Sept. 29, 2024 broadcast, which featured correspondent Sharyn Alfonsi's report on Florida insurance, we reached out to Heritage Insurance for comment on our story, "After the Hurricane." The company responded to 60 Minutes with the following statement:*

Heritage 60 Minutes Statement by CBSNews.com

*Produced by Oriana Zill de Granados. Associate producers, Emily Gordon and Kit Ramgopal. Broadcast associate, Erin DuCharme. Edited by Robert Zimet.*

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Sharyn Alfonsi



Sharyn Alfonsi is an award-winning correspondent for 60 Minutes.