

IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT
IN AND FOR HILLSBOROUGH COUNTY, FLORIDA

CASE NO.: 2025-CA-002113

HERITAGE PROPERTY & CASUALTY
INSURANCE COMPANY,

Plaintiff,

vs.

JORDAN LEE,

Defendant.

_____ /

JORDAN LEE,

Counter/Plaintiff,

vs.

HERITAGE PROPERTY & CASUALTY
INSURANCE COMPANY, TRISTAR CLAIMS
SOLUTIONS, LLC, ERNIE GARATEIX

Counter/Defendants

_____ /

COUNTERCLAIM

Counter-Plaintiff/Jordan Lee, (“Jordan”) by and through the undersigned counsel, hereby files this Counterclaim against Heritage Property & Casualty Insurance Company (“Heritage”), Tristar Claims Solutions, LLC (“Tristar”), and Ernie Garateix (“Garateix”) and alleges as follows:

JURISDICTIONAL ALLEGATIONS

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

2. At all times relevant to this action, Jordan is a natural person domiciled in Texas who traveled to Florida in 2022 to provide services related to his nonresidential adjusting license and is otherwise *sui juris*.

3. At all times relevant hereto, Heritage is an insurance company doing business in the State of Florida and maintain its principal place of business in Tampa, Florida.

4. At all times relevant hereto, Tristar was a Third Party Administrator (“TPA”) doing business in the State of Florida and maintained its last know principal place of business in Sarasota, Florida. On December 19, 2023, Tristar filed its Articles of Dissolution with the Secretary of State.

5. At all times relevant hereto, Garateix is a natural person who served as Heritage’s Chief Executive Officer and on information and belief maintains his primary residence in Tampa, Florida.

6. On March 11, 2025, Heritage filed its Complaint against Jordan in this instant action.

7. Pursuant to Fla. R. Civ. P. 1.170, jurisdiction and venue are proper in Hillsborough County, Florida.

INTRODUCTION

8. Heritage is an authorized “Insurer” as defined under Fla. Stat. § 624.03 and § 624.09 who sells residential insurance policies to Florida homeowners.

9. As an authorized insurer in the State of Florida, Heritage is subject to chapters 624, 625, 626 and 627 of the Florida statutes.

10. As an authorized insurer in the State of Florida, Heritage would sell residential and commercial insurance policies to its customers as defined under Fla. Stat. § 627.4025.

11. Heritage would provide its customers with various forms of coverage, including but not limited to Hurricane and Windstorm coverage.

12. In the event an insurance claim was reported, Heritage had an obligation to investigate and report its findings to the named insured under the policy consistent with Fla. Stat. § 627.70131 (2022).

13. At all times in September of 2022 and following Hurricane Ian which made landfall on or about September 28, 2022, Heritage had created and was using claims handling manuals, guidelines, and procedures consistent with the requirements of Fla. Stat. § 627.4108.

14. For Hurricane Ian claims, Heritage utilized one set of claims handling manuals, guidelines and procedures as required under Fla. Stat. § 627.4108 for its representatives to review and follow.

15. Heritage would use third party administrators (“TPA”) to assist with managing reported insurance claims, finding, and engaging independent adjusters to inspect insured properties and prepare damage estimates.

16. At minimum, Heritage or the TPA would assign two adjusters to any particular claim commonly referred to as a “desk adjuster” and a “field adjuster”. A desk adjuster and field adjuster have different responsibilities when working each claim.

17. A desk adjuster would not typically perform a physical inspection of the property. A desk adjuster would communicate with the named insured, review claim documentation, and either make a coverage determination or provide a recommendation whether coverage is available under the policy. If a recommendation was made by the desk adjuster, the desk adjuster would send his coverage recommendation to a superior for final approval before informing the insured of Heritage’s decision.

18. A field adjuster (also referred to as an “independent adjuster”) would typically perform a physical inspection of the property. A field adjuster would travel to and from the

property, photograph damage observed and generate an estimate detailing the estimated repair cost necessary to return the property to its pre-loss condition. Additionally, field adjusters were not generally provided a full and complete copy of the individual insurance policy and were not asked to determine what is and what is not covered under the policy.

19. Notably, field adjusters are better educated, trained, and qualified to generate damage assessment repair estimates because they were physically at the property and able to view the characteristics of the piece of property damaged and have more education, training, and experience on the proper repair methodology.

20. A desk adjuster merely relies on photographs taken by the independent adjuster or another source to render opinions.

21. TPA's and the independent adjusters engaged were paid by Heritage pursuant to a fee schedule that was determined based upon the claim value. Meaning, the higher the claim value, the higher the overall payment made to the TPA and independent adjuster.

22. During Hurricane Ian, Heritage never tasked field adjusters to make a coverage decision whether any damaged property was covered under the policy. Heritage always left the coverage determination to the desk adjuster, TPA or a supervisor employed by Heritage.

23. Heritage required the TPA to follow its claims handling manuals, guidelines, and procedures.

24. Heritage required the TPA to oversee and confirm the independent adjusters were following its claims handling manuals, guidelines, and procedures.

25. Heritage knew and understood that held financial leverage over a TPA who was reliant on Heritage to assign claims and therefore profit. Thus, the more insurance claims sent to the TPA, the more profitable a TPA would become.

26. A TPA knew and understood that it had to ensure the independent adjusters were in compliance with Heritage's claim handling guidelines in order to continue receiving claims from Heritage.

27. Heritage used this as leverage to ensure the TPA and adjusters fell in line with its overall goal to deny and/or underpay insurance claims to maximize profits.

28. Specifically, Heritage created and implemented its claims handling manuals, guidelines, and procedures to minimize its liability and/or damages by incorporating policies and procedures aimed to reduce estimate values or disregard proper repair methodology and building code requirements regardless of the terms and conditions of the policy or Florida law.

29. For Hurricane Ian claims, Heritage would mandate that its unqualified desk adjusters or supervisors render opinions about whether a covered peril caused damage to the property and allowed unqualified individuals determine how to repair and/or replace damaged property.

30. For example, for Hurricane Ian claims, Heritage mandated its TPA's and adjusters only apply over head and profit when there is "significant damage" and repairs would require 3 trades which is inconsistent with Florida law. There is no 3 trade rule and absent from any provision of the Florida Insurance Code is a mandate that damage be "significant" before an insured is entitled to overhead and profit.

31. For Hurricane Ian claims, Heritage mandated its TPA's and adjusters apply depreciation on roofing repairs despite knowing a repair does not depreciate. Heritage also required and mandated that TPA's and adjusters first attempt to render an opinion to repair a damaged roof rather than replace it regardless of the condition observed by the independent adjuster.

32. Heritage made sure its TPA's prevent independent adjusters from offering or putting in writing whether the adjuster believed something is or is not covered under the policy. Rather, Heritage wanted unqualified desk adjusters to look at photographs and determine if the reported peril caused the damage.

33. Heritage incorporated a policy to prevent an independent adjuster from walking on tile roofs or estimating for damage to repair tiles roofs. Heritage's guidelines for tile roofs was biased contrary to common sense. First, Heritage required the independent adjuster to count how many tiles were on each slope (without getting on the roof) and if they saw damage, Heritage would engage select engineering firms to inspect the property. Heritage utilized select engineering firms for Hurricane Ian that it knew would result in a favorable report stating no wind damage to the tile roof. Second, if the independent adjuster, without walking the roof, was able to render an opinion of no damage, Heritage would forgo the engineer and then rely on the adjuster. Either way, the roof was denied or minimally paid.

34. Heritage incorporated a policy to prevent independent adjusters from estimating roof replacements regardless of the adjusters professional opinion or Florida law that required replacement. Heritage would alter written opinions and estimates regarding roof replacements and change the estimate to a repair without obtaining a qualified opinion that the roof could be repaired.

35. Heritage incorporated a policy to prevent independent adjuster from estimating for emergency tarp services to protect the property from further damage.

36. If TPA's and adjusters did not comply with Heritage's claims handling guidelines, Heritage would threaten to pull files and/or stop sending claims.

37. For Hurricane Ian, Heritage was fined over a million dollars for its claim handling practices.

38. The Florida Office of Insurance Regulation (“FOIR”) conducted an examination of Heritage’s claims handling operations between September 28, 2022, through February 28, 2023.

39. On May 9, 2024, FOIR issued a consent order [Case No. 322312-24] detailing the numerous statutory violations committed by Heritage in response to Hurricane Ian claims.

40. Heritage’s claim handling violations are indicative of its general claims handling practices geared toward delaying or denying claims, minimizing payouts, and maximizing profits.

41. Heritage further used its monetary incentive to force TPA’s and independent adjusters to violate Florida law regulating insurance adjusters statutory and ethical obligations to place the insureds interest over their own to maximize profits.

42. If the TPA or independent adjuster did not fall in line, Heritage took actions to prevent the TPA or independent adjuster from receiving any future claim assignments.

43. Heritage then incorporated a strategic plan of action to silence and discredit TPA’s and independent adjusters who would not fall in line.

GENERAL ALLEGATIONS

44. In September of 2022, Heritage began preparing for the potential impact of Hurricane Ian.

45. In response to Hurricane Ian, Heritage engaged Tristar to assist with claim adjustments.

46. On September 28, 2022, Brian Cisco, an employee of Tristar, copied Jordan on an email stating that he was “looking for experienced adjusters to handle claims for our client Heritage Property and Casualty.”

47. On September 29, 2022, Tristar and Jordan executed a contract titled Independent Contractor Agreement (the “IA Agreement”). *A copy of the IA Agreement is attached hereto as “Exhibit A.”*

48. Jordan never executed a contract with Heritage.

49. The IA Agreement set forth the scope of Jordan’s contractual obligations and compensation package which included the following:

2. Compensation. For services rendered, Company [**Tristar**] shall compensate Contractor [**Jordan**] according to policies established by the Company from time to time. Any dispute by contractor regarding compensation shall be raised in writing within thirty (30) days from payment for such services. Otherwise, Contractor shall be deemed to have accepted such compensation and waived any claim for additional compensation. Contractor to be paid at 65% of Carrier [**Heritage**] fee schedule.

5. Responsibilities of Contractor:

(d) Equipment. Contractor agrees to supply and maintain all of his own equipment required to handle claims which includes a computer, camera, ladder, tape measure, automobile, etc.

(e) Payment. Contractor agrees to wait for payment on claims billed until Company receives payment from insurance carrier. **Contractor agrees to a 10% hold back from their Service Fees billed for a 90 day period starting from the date of the Final report submitted to ensure a proper adjustment. Contractor is prohibited to contact any Tristar Claim Solutions, LLC client on payments due. All billing/ payment inquiries are to be directed to the Tristar Claim Solutions, LLC Accounting Department.**

(f) Non-Payment/Reduced Payment. Contractor agrees not to hold Company financially responsible for unpaid billing due to insolvent or bankrupt insurance companies or any other reason for non-payment. **Additionally, Contractor acknowledges and agrees at times that the insurance company and/ or Tristar Claim Solutions, LLC Review Department may make reductions in the repair estimate and billing for a file and Contractor agrees to accept such reduction as full payment.**

50. Tristar's direct communications to Jordan regarding his role and responsibilities further confirmed that Jordan was not responsible for determining what is and what was not covered under any particular policy.

51. Jordan relied on the representations made to him regarding his claim assignments and the IA Agreement.

52. Pursuant to the IA Agreement, Jordan had no control over his compensation which was at all times subject to Tristar and Heritage's final discretionary review.

53. Tristar assigned Jordan at least 42 insurance claims (the "Ian Claims") and his role was to inspect and photograph the property and generate a repair estimate. The Ian Claims included the following claim numbers and/or named insureds:

1. Abrams, Ronnie - Claim No. H101566
2. Bayard, Linda - Claims No. HP215742
3. Bishop, Tena - Claim No. H101707
4. Bogard, David - Claim No. H101720
5. Bratnichenko, Pavel - Claim No. H100262
6. Cappellucci, Patricia - Claim No. H101646
7. Capsuto, Bruce - Claim No. H101124
8. Carey, Nathan - Claim No. H100861
9. Castle, Kathy - Claim No. H101436
10. Davies, Janice - Claim No. H10173
11. Drummond, James - Claims No. H101724
12. Florio, Tony - Claim No. H101650
13. Gaglio, Eva - Claim No. H101369

14. Gentile, Joseph - Claim No. H101637
15. Hennings, Ronald - Claim No. H100851
16. Hutchinson, Loren - Claim No. H99902
17. Keller, Ellen - Claim No. HP215909
18. Koster, Michael - Claim No. H101327
19. Kotte, Wiktorja - Claims No. H100819
20. Kovonuk, Michael - Claim No. H101489
21. Lemmons, Rochelle - Claim No. H101572
22. Lyle, Amanda - Claim No. H100991
23. Mays, Sharon - Claim No. H99672
24. Miniscalco, Timothy - Claim No. H101719
25. Morales, Mike - Claim No. H101678
26. Oliver, Eric - Claim No. H101468
27. Oliver, Eric - Claim No. H101468
28. Piltz, Carol - Claim No. H100933
29. Rapkin, Virginia - Claim No. H101335
30. Rine, David - Claim No. H100977
31. Rodriguez, Daisy - Claim No. H100479
32. Schroeder, William - Claim No. H101460
33. Sebastian, Mary - Claim No. H101666
34. Sucamele, Richard - Claim No. HP215865
35. Toppin, Kelly - Claim No. H101061
36. Upton, Caleb - Claim No. H101255

- 37. Vale, Andrew - Claim No. H101558
- 38. Van Sickle, Daniel - Claim No. HP215844
- 39. Wakeham, Wayne - Claim No. H101711
- 40. Whitney, Robert - Claim No. HP215909
- 41. Williams, Sara - Claim No. H99791
- 42. Woodward, Anne - Claim No. H100899

54. Neither Tristar or Heritage provided Jordan a complete copy of the subject insurance policy for any of the Ian Claims.

55. Jordan took photographs and generated a repair estimate for each of the Ian Claims that were submitted to Tristar.

56. Following submission of his reports and estimates, on or around October 17, 2022, Brian Cisco contacted Jordan to discuss Jordan's use of drones to photograph the exterior and roofs of each property.

57. During that telephone call, Mr. Cisco indicated and inferred to Jordan that Heritage wanted to deny tile roof claims but could not do so with solely drone footage. Mr. Cisco's instructions were clear enough that the overall intent was to put Heritage in a position to deny tile roof claims regardless of whether the damage was covered under the subject insurance policy.

58. Mr. Cisco sent a similar email to all Tristar adjusters stating that a "roof cannot be denied from drone footage – all roofs MUST be walked on personally by the adjuster or if a tileroof – photos taken form the eave."

59. On October 17, 2022, Jordan responded to the telephone conversation with Mr. Cisco by sending Brian an email addressing his concern that Heritage was attempting to avoid having to fulfill its fiduciary responsibility to pay for storm related damages and asked to keep all

future conversations in writing given his concern Tristar was asking Jordan to commit insurance fraud.

60. On October 18, 2022, Brian Cisco sent another mass email to Tristar adjusters specifically telling the adjusters what they can and cannot estimate for based on Heritage's guidelines. Mr. Cisco's email addresses Heritage's attempts to minimize its liability by limiting adjusters from adding necessary and covered expenses such as overhead and profit, requiring depreciation be assessed to roof repairs, mandating adjusters first attempt to write a roof repair versus a replacement regardless of Florida building codes and the condition of the roof.

61. On October 19, 2022, Jordan issued a second email to Brian Cisco identifying his concern that Heritage's was failing to uphold its fiduciary responsibilities toward their customers by limiting his ability to write a complete and honest estimate based on his professional opinion after inspecting the subject property. Jordan further addressed Mr. Cisco's indication that Heritage was already in the process of altering his estimates regarding the Ian Claims and that he would not be paid for his services by again asking for all communications to be in writing.

62. Ultimately, Jordan completed his Ian Claim assignments and had to return to Texas to address a family matter.

63. After returning to Texas, Jordan became aware that Heritage or Tristar were altering and/or revising his estimates, submitting the revised estimates to the named insureds while keeping his name on the estimate as if it were Jordan's work product and opinion regarding the damage assessment.

64. Neither Heritage or Tristar ever directly communicated with Jordan to discuss his Ian Claim estimates in a manner that was sufficient to put Jordan on notice that there were any questions or concerns regarding any specific line item or suggested repair.

65. Jordan was not made aware of the revised estimates, did not approve of the revisions or authorize Heritage or Tristar to keep his name on the revised estimate.

66. Jordan was never informed by Heritage or Tristar that revised estimates were submitted to the insured identifying Jordan as the estimator.

67. Heritage and Tristar intentionally submitted the revised estimates to the named insureds with the intention to deceive the insureds into believing Jordan drafted the estimate.

68. Heritage and Tristar did not want the insureds to know that a desk adjuster who had never been to the property was the actual estimator.

69. In fact, Heritage and Tristar incorporated a system to ensure the insureds or their counsel were not provided copies of the original and revised estimates.

70. Heritage never advised the named insureds what changes were made to the original estimate or explained why any particular line item or repair service Jordan included in his estimate was removed and/or revised.

71. When Jordan became aware that Heritage was submitting and revising his estimates, he had an ethical obligation to inform the named insureds.

72. Jordan was required to report insurance fraud under Florida law and the ethical standards insurance adjusters are required to uphold.

73. Starting in March of 2023, Jordan spoke with various news outlets to discuss his experience working with Tristar and Heritage, including his experience with some of the Ian Claims.

74. Once Heritage became aware Jordan was shedding light on their fraudulent claims handling practices, Heritage conspired with Tristar to develop and implement a plan to silence and

discredit Jordan in an effort to save face in the eye of the public and state legislators and prevent future whistleblowers from coming forward.

75. Heritage and Tristar worked together to implement a plan so it could go to the media and accuse Jordan of submitting fraudulent Ian Claim estimates as an excuse why the estimate was revised and/or not paid. This is despite the fact that Heritage and Tristar knew or should have known that Jordan's estimates reflected the actual repair cost that Heritage owed under the policy.

76. At the direction of Heritage, Tristar would knowingly review and revise Jordan's estimates even though they did not reflect the correct repair methodology and cost that correlates with the actual damage to the property.

77. Moreover, Heritage wanted revenge on Jordan and set forth a plan to ruin his career as a licensed adjuster and financially bankrupt Jordan by statements made to the media and filing a frivolous lawsuit naming Jordan as a defendant.

78. Heritage has targeted Jordan for coming forward as a whistle blower knowing and being advised that Jordan did nothing wrong.

79. Heritage started a smear campaign against Jordan's ability as an adjuster and estimator by accusing him of fraud while Heritage did not hold other independent adjusters who prepared damage estimates for Hurricane Ian claims to the same standard.

80. For example, on September 30, 2024, Garateix issued a statement in response to Jordan's 60 minutes interview where he knowingly misrepresented the facts, fabricated the truth, and defamed Jordan by calling him a liar. Garateix also fabricated that Tristar employed Jordan and that Jordan would ignore requests by Tristar to collaborate on his estimates. *A copy of Mr. Garateix's statement is attached hereto as "Exhibit B".*

81. There was no request to collaborate on Jordan's estimates. Only direction to change and reduce the estimate based on fraudulent claims handling practices intended to maximize profit.

82. Garateix also issued a written statement in response to the 60 Minutes interview. Garateix continued to mention and defame Jordan by misconstruing the facts that Jordan was estimating for damages not covered under the subject policy and refused to cooperate with Tristar to revise the estimates. *A copy of the written statement is attached hereto as "Exhibit C."*

83. Garateix false representations about Jordan did not stop there and he continued to accuse Jordan of failing to inspect roofs because he only used drone footage knowing that Jordan and Heritage's claim handling procedures prevented Jordan from actually inspecting tile roofs.

84. When the CEO of a major insurer provides a statement to the media trashing an independent adjusters work product, other insurers listen.

85. Since Heritage began its smear campaign against Jordan, he has not been able to obtain work as an independent adjuster and has been blacklisted in the industry. Jordan's career as an independent adjuster is likely ruined and he no longer has the ability to earn a living in this field.

86. Moreover, at various points in time, Heritage was sued by Ian Claim policy holders for breach of contract. During the course of litigation, the insureds attorneys would request the deposition of Jordan given his name was on the estimate submitted.

87. Numerous in house counsel for Heritage would contact Jordan attempting to schedule his depositions and arrange prep calls to discuss his testimony knowing the issue of revised estimates would come up.

88. During those prep calls, it became clear that Heritage not only revised Jordan's estimates but they also revised his photo reports. In house counsel for Heritage would instruct

Jordan how to answer questions but refuse to let him discuss the difference in pricing in an effort to hide the fraudulent nature Heritage's claims handling. Jordan was instructed to testify in a manner that was unethical and would require him to potentially commit perjury.

89. On March 11, 2025, Heritage filed a complaint naming Jordan as a Defendant asserting counts for Fraud, Constructive Fraud, Fraudulent Misrepresentation, Tortious Interference, Defamation and Defamation by Implication in furtherance of its sole intent to silent, harass and bankrupt Jordan.

90. Jordan has retained JT Law Firm, PA and has agreed to pay such firm reasonable attorney fees and costs to defend against the frivolous lawsuit.

**COUNT I – FRAUD, FRAUDULENT INDUCEMENT & MISREPRESENTATION
AGAINST HERITAGE AND TRISTAR**

Counter-Plaintiff adopts and realleges the allegations contained in paragraphs 1 through 90 in this Counterclaim and sues Heritage and Tristar for Fraud, Fraudulent Inducement and Fraudulent Misrepresentation.

91. This is a cause of action for fraud, fraudulent inducement and fraudulent misrepresentation against Heritage and Tristar.

92. On September 29, 2022, Jordan and Tristar entered into the IA Agreement.

93. The IA Agreement is the only contractual obligations owed by Jordan and Tristar regarding the Ian Claims.

94. Tristar and its representatives confirmed Jordan's contractual obligations that were consistent with the IA Agreement.

95. The IA Agreement was made with the purpose of inducing Jordan to execute the contract and be bound by its terms.

96. The IA Agreement set forth Jordan's obligations in connection with his claim assignments, including the Ian Claims but as Heritage sues Jordan now, evidences the IA Agreement intentionally misrepresented a material fact as to Jordan's obligations and liability under the agreement.

97. Jordan was not tasked with or responsible for reviewing insurance policies and determining what is and what is not covered under the policy, another fact intentionally misrepresented by Tristar and Heritage.

98. The IA Agreement promised to compensate Jordan for his services but in fact was a false statement.

99. Heritage and/or Tristar intentionally misrepresented and falsely promised Jordan would be paid for his services based on the compensation package in the IA Agreement.

100. Absent anywhere in the IA Agreement is there a provision where Jordan agreed to reimburse Heritage or Tristar for costs incurred for having to review and revise Jordan's work product.

101. Jordan justifiably relied on the representations from Tristar that the IA Agreement set forth his contractual obligations.

102. Tristar is an agent of Heritage and Heritage is bound by Tristar's actions and conduct regarding Jordan and the Ian Claims.

103. In return for the false promises, Jordan proceeded to incur time to inspect the property, photograph the damage and generate the repair estimates for the Ian Claims. Jordan did not generate income from other business ventures or opportunities during this time due to the time constraints he was under to comply with Heritage's policies and guidelines to submit a claim package within 48 hours.

104. Jordan was not compensated as promised under the IA Agreement based on fraud and misrepresentations made by Heritage and Tristar.

105. Moreover, Jordan is now being sued by Heritage for reimbursement of its investigative costs for having to investigate and revise Jordan's estimates which he never agreed to and Jordan was never advised that reimbursement was a consequence if Heritage and/or Tristar had to revise his estimates.

106. Had Jordan been advised or informed that as part of his contract, he would be responsible for paying Heritage to revise his estimates, he would never have executed the IA Agreement.

107. Jordan justifiably relied on the promises made by Tristar and as stated within the IA Agreement and such were to his detriment.

108. But for Heritage's and Tristar's misrepresentations, Jordan would not be in the position he is in today and would not have lost income and profits because he would never have adjusted claims for Heritage or Tristar under these conditions. Jordan would have had the opportunity to adjust claims for other TPA's or insurance carriers but for the intentionally misrepresented facts that Heritage and Tristar knew were false.

109. Heritage and Tristar knew or should have known that the terms and conditions of the IA Agreement were and false and or misrepresented.

110. Additionally, Heritage and Tristar committed fraud by representing to insureds that Jordan was the author of revised damage estimates.

111. But for Heritage and Tristar's fraud, Jordan would not have had to report insurance fraud and would not be subject to the plot to silence and discredit his work as an adjuster.

112. Jordan has been damaged as a result of Heritage's and Tristar's fraud, fraudulent inducement, and fraudulent misrepresentations, including but not limited to, lost profits, business opportunities, income and attorney fees and costs having to defend against Heritage's frivolous action.

113. As a direct and proximate result of Heritage and Tristar's actions, Jordan has been obligated to retain the undersigned attorney to bring this action and is entitled to reasonable attorney fees and costs and any and all applicable Florida Statutes.

WHEREFORE, Jordan Lee demands judgment against Heritage and Tristar for damages, including but not limited to general and special damages in an amount to be determined at trial, prejudgment and post judgment interest, reasonable attorney fees, and costs and any such other relief as the Court deems just and proper and further demands trial by jury of all issues triable as a matter of right. Jordan preserves the right to seek punitive damages in the future.

COUNT II – NEGLIGENT MISREPRESENTATION
AGAINST HERITAGE AND TRISTAR

Counter-Plaintiff adopts and realleges the allegations contained in paragraphs 1 through 90 in this Counterclaim and sues the Counter-Defendant and Heritage and Tristar.

114. This is a cause of action for negligent misrepresentation against Heritage and Tristar.

115. On September 29, 2022, Jordan and Tristar entered into the IA Agreement.

116. The IA Agreement is the only contractual obligations owed by Jordan and Tristar regarding the Ian Claims.

117. Tristar and its representatives confirmed Jordan's contractual obligations that were consistent with the IA Agreement.

118. The IA Agreement was made with the purpose of inducing Jordan to execute the contract and be bound by its terms.

119. The IA Agreement set forth Jordan's obligations in connection with his claim assignments, including the Ian Claims but as Heritage sues Jordan now, evidences the IA Agreement at minimum negligently misrepresented a material fact as to Jordan's obligations and liability under the agreement.

120. Jordan was not tasked with or responsible for reviewing insurance policies and determining what is and what is not covered under the policy, another fact negligently misrepresented by Tristar and Heritage.

121. The IA Agreement promised to compensate Jordan for his services but in fact was a negligent statement.

122. Heritage and/or Tristar negligently misrepresented and falsely promised Jordan would be paid for his services based on the compensation package in the IA Agreement.

123. Absent anywhere in the IA Agreement is there a provision where Jordan agreed to reimburse Heritage or Tristar for costs incurred for having to review and revise Jordan's work product.

124. Jordan justifiably relied on the representations from Tristar that the IA Agreement set forth his contractual obligations.

125. Tristar is an agent of Heritage and Heritage is bound by Tristar's actions and conduct regarding Jordan and the Ian Claims.

126. In return for the negligent misrepresentation, Jordan proceeded to incur time to inspect the property, photograph the damage and generate the repair estimates for the Ian Claims. Jordan did not generate income from other business ventures or opportunities during this time due

to the time constraints he was under to comply with Heritage's policies and guidelines to submit a claim package within 48 hours.

127. Jordan was not compensated as promised under the IA Agreement based on the negligent misrepresentations made by Heritage and Tristar.

128. Moreover, Jordan is now being sued by Heritage for reimbursement of its investigative costs for having to investigate and revise Jordan's estimates which he never agreed to and Jordan was never advised that reimbursement was a consequence if Heritage and/or Tristar had to revise his estimates.

129. Had Jordan been advised or informed that as part of his contract, he would be responsible for paying Heritage to revise his estimates, he would never have executed the IA Agreement.

130. Jordan justifiably relied on the representations made by Tristar and as stated within the IA Agreement and such were to his detriment.

131. But for Heritage's and Tristar's misrepresentations, Jordan would not be in the position he is in today and would not have lost income and profits because he would never have adjusted claims for Heritage or Tristar under these conditions. Jordan would have had the opportunity to adjust claims for other TPA's or insurance carriers but for the negligent misrepresented facts that Heritage and Tristar knew were false.

132. Heritage and Tristar knew or should have known that the terms and conditions of the IA Agreement were and negligently misrepresented.

133. Additionally, Heritage and Tristar were negligent by representing to insureds that Jordan was the author of revised damage estimates.

134. But for Heritage and Tristar's negligence, Jordan would not have had to report insurance fraud and would not be subject to the plot to silence and discredit his work as an adjuster.

135. Jordan has been damaged as a result of Heritage's and Tristar's negligent misrepresentations, including but not limited to, lost profits, business opportunities, income and attorney fees and costs having to defend against Heritage's frivolous action.

136. As a direct and proximate result of Heritage and Tristar's actions, Jordan has been obligated to retain the undersigned attorney to bring this action and is entitled to reasonable attorney fees and costs and any and all applicable Florida Statutes.

WHEREFORE, Jordan Lee demands judgment against Heritage and Tristar for damages, including but not limited to general and special damages in an amount to be determined at trial, prejudgment and post judgment interest, reasonable attorney fees, and costs and any such other relief as the Court deems just and proper and further demands trial by jury of all issues triable as a matter of right. Jordan preserves the right to seek punitive damages in the future.

COUNT III – PROFESSIONAL NEGLIGENCE
AGAINST HERITAGE AND TRISTAR

Counter-Plaintiff adopts and realleges the allegations contained in paragraphs 1 through 90 in this Counterclaim and sues Heritage and Tristar.

137. This is a cause of action for professional negligence against Heritage and Tristar.

138. Heritage and Tristar are in the business of adjusting insurance claims. Both provide professional services that require licensure and oversight by state and local governments.

139. The insurance industry is heavily monitored to ensure fair and honest treatment because insurance is a matter of great public important in the State of Florida.

140. Specifically, Heritage and Tristar were required to evaluate the damage caused by Hurricane Ian and rely on proper estimates detailing the amount of repairs necessary to return the Property to its pre-loss condition.

141. Estimating damages is a common, if not one of the most important roles a public adjuster has when adjusting an insurance claim.

142. Estimating the damages allows the insurance company to understand the damages being claimed and the amount the insured is seeking under an insurance policy.

143. A person performing public adjusting services must be issued a professional license by the State of Florida.

144. Heritage is an authorized insured in the State of Florida. Heritage was therefore required to perform its services in accordance with the standard of care used by similar professionals in the community under similar circumstances.

145. Heritage owed a duty to Jordan to ensure he was able to complete his duties without violating Florida law regulating insurance adjusters including, but not limited to, Fla. Stat. 626.855, § 626.877 and §626.878.

146. Heritage failed by incorporating policies and procedures that would require Jordan to violate an adjuster statutory and ethical obligations to commit insurance fraud and not place the insureds interests above his own.

147. Heritage and Tristar breached the duty of professionalism owed to Jordan by failing to disclose to the insureds that Heritage revised Jordan's estimates

148. Heritage's and Tristar's breach of the duty of professionalism owed to Jordan under Florida's laws regulating an adjusters statutory and ethical guidelines resulted in damages to Jordan.

149. Jordan has been damaged as a result of Heritage's and Tristar's negligent misrepresentations, including but not limited to, lost profits, business opportunities, income and attorney fees and costs having to defend against Heritage's frivolous action.

150. As a direct and proximate result of Heritage and Tristar's actions, Jordan has been obligated to retain the undersigned attorney to bring this action and is entitled to reasonable attorney fees and costs and any and all applicable Florida Statutes.

WHEREFORE, Jordan Lee demands judgment against Heritage and Tristar for damages, including but not limited to general and special damages in an amount to be determined at trial, prejudgment and post judgment interest, reasonable attorney fees, and costs and any such other relief as the Court deems just and proper and further demands trial by jury of all issues triable as a matter of right. Jordan preserves the right to seek punitive damages in the future.

COUNT IV – CIVIL CONSPIRACY AGAINST HERITAGE AND TRISTAR

Counter-Plaintiff adopts and realleges the allegations contained in paragraphs 1 through 90 in this Counterclaim and sues the Counter-Defendant and Heritage and Tristar.

151. This is a cause of action for civil conspiracy against Heritage and Tristar.

152. After Jordan became a whistleblower against Heritage and Tristar's claim handling practices, Heritage and Tristar entered into an agreement to implement a plan to silence and discredit Jordan in violation of Florida's Anti Slapp laws and prevent other adjusters from coming forward. Moreover, this plan included providing Jordan with presumed legal counsel to represent Jordan during depositions and instructing Jordan to provide false or misleading testimony under oath.

153. Heritage and Tristar took action to execute its plan to silence and discredit Jordan by falsely revising his estimates knowing that the estimates accurately reflected the correct value

of damages sustained to the property, knowingly going to the media to criticize and defame Jordan's work product and character, and blacklist Jordan from adjusting future claims.

154. Heritage and Tristar through conscious and deliberate acts have continued to attempt to silence and discredit Jordan only in an effort to hide the fact it purported fraud upon homeowners.

155. Jordan has been damaged as a result of Heritage's and Tristar's negligent misrepresentations, including but not limited to, lost profits, business opportunities, income and attorney fees and costs having to defend against Heritage's frivolous action.

156. As a direct and proximate result of Heritage and Tristar's actions, Jordan has been obligated to retain the undersigned attorney to bring this action and is entitled to reasonable attorney fees and costs and any and all applicable Florida Statutes.

WHEREFORE, Jordan Lee demands judgment against Heritage and Tristar for damages, including but not limited to general and special damages in an amount to be determined at trial, prejudgment and post judgment interest, reasonable attorney fees, and costs and any such other relief as the Court deems just and proper and further demands trial by jury of all issues triable as a matter of right. Jordan preserves the right to seek punitive damages in the future.

COUNT V – DEFAMATION AGAINST GARATEIX

Counter-Plaintiff adopts and realleges the allegations contained in paragraphs 1 through 90 in this Counterclaim and sues Ernie Garateix.

157. This is an action for defamation against Garateix.

158. Garateix's statements made in response to the 60 minute interview were false.

159. On September 30, 2024, Garateix made the following false and defamatory statements about Jordan:

The accusation by adjusters, via 60 Minutes that we used ‘altered damaged reports to deceive customers’ is flat wrong. Third party field adjusters, like Jordan Lee, always have to collaborate with those higher up in their company on their estimates and the company Lee worked for during Hurricane Ian is no longer in business.”

In the case of Jordan Lee, records show that some of his estimates were revised downward by his adjustment firm because he would include screen enclosures, for example, that were not included in a homeowner’s policy. Additionally, third party adjusters are also paid based on a percentage of the claims they write. We are also aware of Jordan Lee being asked to collaborate by his employers at the third party adjustment firm and he would ignore that request for collaboration on his estimates. This meant the quality assurance process of that company would often have to continue on without Mr. Lee’s involvement in order to not delay the claims process.

160. Garateix provided a written response to the 60 minute interview also defaming Jordan and attacking his integrity and credibility as an adjuster. Garateix stated as follows in his written statements: *See Exhibit C*.

In many cases, the adjusting firm catch items in the estimate that are incorrect. For example, in the case of Jordan Lee, he wrote for damage and full replacement of a pool screen enclosure even though the policy specifically EXCLUDED coverage for screen enclosure. The quality assurance team at TriStar, the firm Lee worked for during Hurricane Ian, usually catches these contradictions and contacts the adjuster to review the estimate and make any potential adjustments. In the case of Mr. Lee, he was contacted but did not reply to a request by Tristar for collaboration. The quality assurance process then continued again, without his response, in order to process the claim timely. One of these changes that Tristar made to Mr. lee’s estimate was to back out a full replacement for a screen enclosure that was excluded from a policy.

161. Garateix knew that the above statements were false at the time he made them and at the very least, made those statements with a reckless disregard of whether or not the statements were true. Garateix knowingly misrepresented the facts, fabricated the truth for the sole purpose to discredit Jordan by calling him a liar. Garateix knew that there were no requests to collaborate

on Jordan's estimates and Jordan was directed by Heritage and/or Tristar to reduce estimates based on fraudulent claims handling practices intended to maximize profit.

162. Garateix made the statements with the primary motive to injure Jordan because he came forward as a whistleblower against the very company committing fraud that Garateix represents as CEO.

163. Garateix made the statements with actual and express malice because the statements were solely calculated to silence Jordan and prevent future whistleblowers to come forward.

164. Garateix published and caused to be published the statements by submitting the statements to the media who then published the defamatory statements in response to Jordan coming forward as a whistleblower. This source and statement remain available via public records.

165. Garateix's statements accuse Jordan of committing insurance fraud and impute his conduct, characteristics, and conditions incompatible with the proper exercise of Jordan's statutory and ethical obligations under Florida laws regulating independent adjusters.

166. Garateix's statements have caused Jordan to suffer reputational harm reflected in his inability to obtain any new work from an insurer in the State of Florida resulting in lost profits, business opportunities, income and legal expenses and other monetary damages.

167. As a direct and proximate result of Garateix's actions, Jordan has been obligated to retain the undersigned attorney to bring this action and is entitled to reasonable attorney fees and costs and any and all applicable Florida Statutes.

WHEREFORE, Jordan Lee demands judgment against Ernie Garateix for damages, including but not limited to general and special damages in an amount to be determined at trial, prejudgment and post judgment interest, reasonable attorney fees, and costs and any such other

relief as the Court deems just and proper and further demands trial by jury of all issues triable as a matter of right. Jordan preserves the right to seek punitive damages in the future.

COUNT VI – DEFAMATION BY IMPLICATION AGAINST GARATEIX

Counter-Plaintiff adopts and realleges the allegations contained in paragraphs 1 through 90 in this Counterclaim and sues Ernie Garateix.

168. This is an action for defamation by implication against Garateix.

169. Garateix's statements made in response to the 60 minute interview were false and/or calculated to create a false implication which was that Jordan is a liar who committed insurance fraud.

170. On September 30, 2024, Garateix made the following false and defamatory statements about Jordan:

The accusation by adjusters, via 60 Minutes that we used 'altered damaged reports to deceive customers' is flat wrong. Third party field adjusters, like Jordan Lee, always have to collaborate with those higher up in their company on their estimates and the company Lee worked for during Hurricane Ian is no longer in business."

In the case of Jordan Lee, records show that some of his estimates were revised downward by his adjustment firm because he would include screen enclosures, for example, that were not included in a homeowner's policy. Additionally, third party adjusters are also paid based on a percentage of the claims they write. We are also aware of Jordan Lee being asked to collaborate by his employers at the third party adjustment firm and he would ignore that request for collaboration on his estimates. This meant the quality assurance process of that company would often have to continue on without Mr. Lee's involvement in order to not delay the claims process.

171. Garateix provided a written response to the 60 minute interview also defaming Jordan and attacking his integrity and credibility as an adjuster. Garateix stated as follows in his written statements: *See Exhibit C*.

In many cases, the adjusting firm catch items in the estimate that are incorrect. For example, in the case of Jordan Lee, he wrote for damage and full replacement of a pool screen enclosure even though the policy specifically EXCLUDED coverage for screen enclosure. The quality assurance team at TriStar, the firm Lee worked for during Hurricane Ian, usually catches these contradictions and contacts the adjuster to review the estimate and make any potential adjustments. In the case of Mr. Lee, he was contacted but did not reply to a request by Tristar for collaboration. The quality assurance process then continued again, without his response, in order to process the claim timely. One of these changes that Tristar made to Mr. Lee's estimate was to back out a full replacement for a screen enclosure that was excluded from a policy.

172. Garateix knew that the above statements were false at the time he made them and at the very least, made those statements with a reckless disregard of whether or not the statements were true in an effort to silence and discredit Jordan. Garateix knowingly misrepresented the facts, fabricated the truth for the sole purpose to discredit Jordan by calling him a liar. Garateix knew that there were no requests to collaborate on Jordan's estimates and Jordan was directed by Heritage and/or Tristar to reduce estimates based on fraudulent claims handling practices intended to maximize profit.

173. Garateix made the statements with the primary motive to injure Jordan because he came forward as a whistleblower against the very company committing fraud that Garateix represents as CEO.

174. Garateix made the statements with actual and express malice because the statements were solely calculated to silence Jordan and prevent future whistleblowers to come forward.

175. Garateix published and caused to be published the statements by submitting the statements to the media who then published the defamatory statements in response to Jordan coming forward as a whistleblower. This source and statement remain available via public records.

176. Garateix's statements accuse Jordan of committing insurance fraud and impute his conduct, characteristics, and conditions incompatible with the proper exercise of Jordan's statutory and ethical obligations under Florida laws regulating independent adjusters.

177. Garateix's statements have caused Jordan to suffer reputational harm reflected in his inability to obtain any new work from an insurer in the State of Florida resulting in lost profits, business opportunities, income and legal expenses and other monetary damages.

178. As a direct and proximate result of Garateix's actions, Jordan has been obligated to retain the undersigned attorney to bring this action and is entitled to reasonable attorney fees and costs and any and all applicable Florida Statutes.

WHEREFORE, Jordan Lee demands judgment against Ernie Garateix for damages, including but not limited to general and special damages in an amount to be determined at trial, prejudgment and post judgment interest, reasonable attorney fees, and costs and any such other relief as the Court deems just and proper and further demands trial by jury of all issues triable as a matter of right. Jordan preserves the right to seek punitive damages in the future.

DEMAND FOR JURY TRIAL

Counter-Plaintiff herein demands a trial by jury of all issues so triable.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that the foregoing document has been furnished to Richard McCrea Jr, Esq., of Greenberg Traurig, P.A., at 101 E. Kennedy Blvd., Ste. 1900, Tampa Florida 33602, Counsel for Plaintiff, via an automatic email generated by the Florida Courts E-Filing Portal E-Service System on this 7th day of October 2025.

Respectfully submitted,

JT LAW FIRM, PA
Attorney for Defendant

7700 Congress Avenue, Suite 1103
Boca Raton, Florida 33487
Service of pleadings: info@jtlawfirm.net

BY: /s/ Joshua R. Brownlee
JOSHUA BROWNLEE, ESQ.
Fla. Bar No. 1024665
Email: josh@jtlawfirm.net
Ph: (718) 650-5858
JOHN TOLLEY, ESQ
Fla. Bar No. 112223
Email: johnt@jtlawfirm.net

EXHIBIT A



11161 E. SR70 STE 110-221

Lakewood Ranch, FL 34202

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is made this 29 day of sep., 2022, Tristar Claim Solutions, LLC

("Contractor/Company"). Hereafter Company and Contractor will be collectively referred to as the "Parties". RECITALS

WHEREAS, Company is in the business for providing insurance adjusting services.

WHEREAS, Contractor provides certain insurance adjusting services to Company.

WHEREAS, Contractor is an Independent Contractor of Company and not an employee.

WHEREAS, Contractor is likely, in the course of the relationship of the Parties, to acquire information, skills, trade secrets and other consideration which require confidentiality and require that Contractor not compete against Company during the term of this agreement and for a reasonable period of time thereafter.

WHEREAS, the Parties desire to memorialize the terms of their relationship.

NOW THEREFORE, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Recitals. The above recitals are true and correct and incorporated herein by reference.
2. Compensation. For services rendered, Company shall compensate Contractor according to policies established by the Company from time to time. Any dispute by contractor regarding compensation shall be raised in writing within thirty (30) days from payment for such services. Otherwise, Contractor shall be deemed to have accepted such compensation and waived any claim for additional compensation. Contractor to be paid at 65% of Carrier fee schedule.
3. Acknowledgement of Status. Contractor hereby acknowledges that the relationship of the Parties is that of Independent Contractor and Principal. It is expressly understood and agreed that Contractor shall not, under any circumstances, be considered an employee of Company.
4. Authority. Contractor shall have no authority, express or implied, to bind or otherwise act on behalf of Company.
5. Responsibilities of Contractor:

(a) **Benefits.** Contractor acknowledges that Company will not be providing any benefits including, without limitation, health insurance, disability insurance, life insurance, unemployment insurance/ benefits, paid vacation, sick leave, holidays, etc., for the benefit of Contractor. The duty to obtain appropriate benefits and insurance is solely the responsibility of Contractor.

(b) **Liability for Taxes.** Contractor is responsible for the payment of all required taxes whether Federal, State or local in nature, including, but not limited to , income tax, social security taxes, Federal unemployment compensation taxes and any other fees, charges, fines or license required by law. Contractor agrees to provide Company proof of payment of such amounts on a quarterly basis. In addition, Contractor shall provide proof of payment of such amounts upon fifteen (15) days notice from Company. Contractor agrees to indemnify Company for any tax liability (including attorney's fees) arising from this Independent Contractor relationship.

(c) **Automobile Insurance.** Contractor agrees to maintain automobile insurance with liability limits of at least \$100,000.00 per claimant and \$500,000.00 per occurrence, and property damage of \$300,000.00 per occurrence. Contractor shall provide Company proof of such insurance immediately upon request.

(d) **Equipment.** Contractor agrees to supply and maintain all of his own equipment required to handle claims which includes a computer, camera, ladder, tape measure, automobile, etc.

(e) **Payment.** Contractor agrees to wait for payment on claims billed until Company receives payment from insurance carrier. Contractor agrees to a 10% hold back from their Service Fees billed for a 90day period starting from the date of the Final report submitted to ensure a proper adjustment. Contractor is prohibited to contact any Tristar Claim Solutions, LLC client on payments due. All billing/ payment inquiries are to be directed to the Tristar Claim Solutions, LLC Accounting Department.

(f) **Non-Payment/Reduced Payment.** Contractor agrees not to hold Company financially responsible for unpaid billing due to insolvent or bankrupt insurance companies or any other reason for non-payment. Additionally, Contractor acknowledges and agrees at times that the insurance company and/ or Tristar Claim Solutions, LLC Review Department may make reductions in the repair estimate and billing for a file and Contractor agrees to accept such reduction as full payment.

(g) **Performance.** Contractor agrees that Company does not control the means and methods of the way you perform your job, however, you are expected to comply with the terms and conditions imposed by the various insurers that have retained Company and be legally authorized to work as a claims adjuster. Payment will only be made if you have complied with the various insurers' requirements. (Company must meet the insurers' requirements to receive its fee). Failure to comply with our client's requirements can affect your retention account. Failure to complete your initial assignments per clients/ Tristar Claim Solutions, LLC expectations or file revisions within 24hrs, can result in having your file collaborated internally by Tristar Claim

Solutions, LLC staff where a Back charge will be assessed against your retention account or having the entire file being reassigned, whereby forfeiting any applicable file billing. It is the adjuster's responsibility to handle all supplements from any claim assigned to them for a period of 90 days from the date the final report was submitted to the Client. Any additional cost involved to resolve any files assigned to you or from you will be your sole responsibility during this time period and will be deducted from your retention/ payroll account.

(h) Other Work. Independent Contractor may work for other clients on claims not associated with Company.

(i) Assignments. Contractor agrees that Company will obtain the assignments from the various insurers and will make individual assignments to each Independent Contractor. It is the Independent Contractor's responsibility to make contact with the insured and/or claimant and to inspect and report in accordance with the requirements of each insurer. Company reserves the right, from time to time; to reassign files from one adjuster to another based on the circumstances (e.g., duplicate assignment, out of territory, insufficient claim reporting by contractor, failure to follow guidelines etc) Contractor acknowledges the sole discretion of Company to re-assign files and agrees that Contractor shall not be entitled to any fee for a file re-assigned by Company.

(j) Housing/Office. Contractor agrees to be responsible to maintain and pay for lodging/office supplies and all miscellaneous expenses while at a storm location.

(k) All written correspondence must be processed by/ through company.

6. Trade Secrets.

A. Contractor shall not at any time during or after the term of this Agreement with Company use, publish or disclose to any person or entity and Trade Secrets of Company or any Confidential Information of any sort relating to the business or financial affairs of Company

B. "Trade Secrets" and "Confidential Information" as used herein include all information or data regarding any process, program, formula or decision, and also regarding sales, costs or other business or financial data, relating to Company or any customer or client of Company which may be learned or acquired as a Contractor of Company. By way of illustration but not limitation, Contractor acknowledges the confidentiality of the following: computer programs and printouts; client and/ or adjuster data including name, contact person(s), addresses, and telephone numbers; prospective/ current clients or adjusters; mailing lists, customer and supplier lists; customer and supplier contract lists or terms; correspondence to or from suppliers or customers; quotation data or correspondence; merchandise prices; and other cost information.

C. Contractor shall deliver or relinquish to Company prior to or at the time of termination of the Agreement all tangible forms of Trade Secret or Confidential Information in or under Contractor's possession or control, including computer programs, printouts or any other specifications, models, client or adjuster lists, computer lists, and all other documents, writings or records, as well as all copies, drawings or reproductions thereof.

7. **Non-Competition.** The Parties agree that the following provisions are reasonable and provide for their best interests:

A. **While a Contractor:** During the term of the Agreement, Contractor will not, in any capacity, directly or indirectly, engage in any business activity which is competitive with Tristar Claim Solutions, LLC business, nor induce, encourage, recruit or solicit any other person to so compete.

B. **After Separation:** For a period of two (2) years after the termination of this Agreement, whether voluntary or involuntary, with or without cause, Contractor will not engage in any business activity, directly or indirectly, which is competitive with Tristar Claim Solutions, LLC business. For purposes of this subparagraph, competitive business activity means (i) solicitation or servicing of any entity or person who is client or customer of Company; (ii) during the 24-month period immediately preceding the termination of this Agreement; and (iii) with whom Contractor had contact on behalf of Company during the term of this agreement.

8. **Remedy for Violation.** Company and Contractor agree that, in the event of a breach by Contractor of Paragraphs 6 or 7, that such a breach would irreparably harm Company and leave Company with no adequate remedy at law. Contractor acknowledges and agrees that all outstanding billings due to Contractor may be withheld by Company pending its investigation into a violation of the non-competition and/ or trade secrets covenants in this Agreement. The Parties further agree that, if legal proceedings are brought by Company, then Company shall be entitled to all civil remedies available under Florida law including, without limitation:

A. **Preliminary and permanent injunctive relief** restraining Contractor from violating this Agreement. Contractor expressly waives the right to demand that Company post a bond as a prerequisite to such injunctive relief:

B. **Attorneys' fee** in trial and appellate courts; and

C. **Costs and expenses of investigation and litigation** including, without limitation, expert witness fees, deposition costs, travel and lodging expenses, and all other reasonable costs and expenses.

D. **Forfeiture of any monies owed Contractor for past work**, whether collected/uncollected Service Fees.

Nothing in this Agreement shall be construed as prohibiting Company from pursuing any other legal or equitable remedies available to it for breach or threatened breach of this Agreement.

9. **Termination / Survival.** This Agreement shall be for one (1) year and shall automatically renew. This agreement may be terminated by either party by written notice. Termination of this Agreement shall not affect the ongoing provisions of this Agreement including, without limitation, non-competition, trade secrets, Contractor's right to payment etc.

10. **Entire Agreement.** This Agreement contains the entire Agreement of the Parties. It may not be changed orally but only by an agreement in writing signed by the Party against whom any enforcement of waiver, change, modification, extension or discharge is sought. This Agreement replaces any prior agreement between the Parties.

11. **Successors and Assigns.** This Agreement shall be binding on the successors and assigns of the Parties.

12. Severability. In case any one or more provision contained in the Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, such invalidity shall not affect any other provision of this Agreement.

13. Legal Expense. In the event of any dispute regarding this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs, charges, and expenses incurred through trial, appeal, and collection.

14. Notice, any notice given under this Agreement shall be sent by certified mail as follows:

As to Company: Edward J. Kelly, Agent
110 Little Wekiva Court
Longwood, Florida 32779

As to Contractor:

Jordan Lee



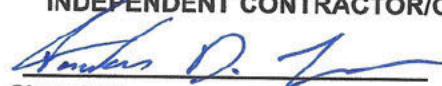
The addresses shown may be changed by notice given by certified mail.

15. Venue. Any dispute or litigation arising out of the terms of this Agreement shall be resolved in a civil court of competent jurisdiction located in Manatee County, Florida.

Tristar Claim Solutions, LLC

INDEPENDENT CONTRACTOR/COMPANY

By: _____
Tristar Claim Solutions, LLC


Signature


Printed Name

Printed Name

EXHIBIT B

Investors - Heritage Insurance

CEO of Heritage Insurance: 60 Minutes' Segment Ignores Key Facts

[September 30, 2024] The following is a statement from the CEO of Heritage Property & Casualty Insurance, Ernie Garateix, highlighting key facts provided to CBS News' *60 Minutes* but left out of their segment on Hurricane Ian recovery that aired Sunday, September 29, 2024:



CEO of Heritage Property & Casualty Insurance Ernie Garateix said, “As we told *60 Minutes* in a seven-page response to their questions, Heritage made many reforms and improvements following Hurricane Ian two years ago - including overhauling our claims software that now adds the name of any reviewer who works on the claim. The accusation by adjusters, via *60 Minutes*, that we used ‘altered damaged reports to deceive customers’ is flat wrong. Third party field adjusters, like Jordan Lee, always have to collaborate with those higher up in their company on their estimates and the company Lee worked for during Hurricane Ian is no longer in business.”

Garateix continued, “60 Minutes also ignored the fact, even though we sent them the links and documents, that we signed an order with the Florida Office of Insurance Regulation following their investigation back in March of this year. This signed report also included a fine paid by Heritage where we acknowledged failures after Hurricane Ian and improvements we were committed to make. For example, we have already implemented a new claims system that tracks all names of those who work on claims. This change was also part of coming into compliance with Florida’s new insurance reform laws after Hurricane Ian, SB 7052, which we also sent to *60 Minutes* to demonstrate that there had been industry-wide reforms to claims tracking in Hurricane Ian’s aftermath.

“It is important to point out that when we did our own review of Hurricane Ian claims following 60 Minutes’ outreach - using a random sample of 10,000 claims - we found that 4,162 of those were revised downward, **2,583 of them were revised upward and about 3,311 of them had no change** from what the adjuster reviewed. This is further evidence that we work to pay every eligible claim.”

Garateix concluded, “We are not commenting on the specifics of the Rapkin case because it is an active lawsuit. However, we do want to stress that there are often legitimate reasons to repair a roof versus replacing a roof. In the case of Jordan Lee, records show that some of his estimates were revised downward by his adjustment firm because he would include screen enclosures, for example, that were not included in a homeowner’s policy. Additionally, third party adjusters are also paid based on a percentage of the claims they write. We are also aware of Jordan Lee being asked to collaborate by his employers at the third party adjustment firm and he would ignore that request for collaboration on his estimates. This meant the quality assurance process of that company would often have to continue on without Mr. Lee’s involvement in order to not delay the claims process.”

BACKGROUND: A few of the key improvements Heritage Insurance made to enhance services since Hurricane Ian include:

- The creation of a Governance and Compliance Director position to further ensure compliance with all state claims requirements;
- An expansion of the claims quality assurance process;
- The addition of resources to internal audit functions;
- The implementation of a new claims management software;
- The added requirement that field adjusters document the manner in which they provide the policyholder with a printed or electronic document;
- The modification of software to require the adjuster license number be included;
- The creation of automated reports to track compliance claim timeframes;

- The reformulation of our interest calculator on claims;
- The required validation of names and licenses of new third-party desk adjusters;
- The implementation of a new claims training program;
- The expansion of the Claims Quality Assurance function to include 10 employees.

CONTACT: Sierra Kostick
Sierra@CavalryStrategies.com

<https://investors.heritagepci.com/2024-09-30-CEO-of-Heritage-Insurance-60-Minutes-Segment-Ignores-Key-Facts>

EXHIBIT C



60 Minutes Heritage Q/A for Hurricane Ian Claims Story

- 1) 60 MINUTES: What is your response to the allegation that adjuster damage assessments, also called “estimates of repair,” were later altered by people who did not visit the properties in the aftermath of Hurricane Ian?

Statement from Heritage Insurance Company Chief Executive Officer Ernie Garateix:

First, it is also important to pull back and realize our company has been able to make many reforms since Hurricane Ian made landfall nearly two years ago. Whenever a major disaster strikes the size of Hurricane Ian, we test our systems and capabilities in ways

they are never tested in everyday operations. We also partnered with the Florida Office of Insurance Regulation in March of this year for what they call a “targeted market conduct examination of Heritage to review their Hurricane Ian claims-handling operations. The examination scope period was September 28, 2022 to February 28, 2023.” [We signed that final report from Florida OIR on May 9, 2024 and we agreed to a list of violations their office found in the wake of Hurricane Ian.](#) That entire report and what we agreed to with OIR is still on their website. As part of that consent order, Heritage also paid the state a \$1 million fine, which is detailed in the report also.

Many of the processes mentioned by the plaintiffs’ lawyers and adjusters who spoke to 60 Minutes have been changed and improved by our company following Hurricane Ian and our partnership with Florida OIR.

It is also important to review the overall claims process to see how estimates play into the system. When a catastrophe such as Hurricane Ian hits, insurance companies contract with adjusting firms to bring more resources to the event quickly. As a result, many of these adjusters come from outside the state of Florida and are not familiar with estimating rules or guidelines specific to Florida or Florida specific policy language.

In addition, these adjusters are usually paid by their adjusting firm based on the amount

of the estimate written. Because of this incentive, there is a Quality Assurance Team within the adjustment firm that reviews the estimates prior to submission to the insurance carrier.

Heritage Insurance

claims@heritagepci.com | 855.536.2744 | www.heritagepci.com



In many cases, the adjusting firm catch items in the estimate that are incorrect. For example, in the case of Jordan Lee, he wrote for damage and full replacement of a pool screen enclosure even though the policy specifically EXCLUDED coverage for screen enclosure. The quality assurance team at TriStar, the firm Lee worked for during Hurricane Ian, usually catches these contradictions and contacts the adjuster to review the estimate and make any potential adjustments. In the case of Mr. Lee, he was contacted but did not reply to a request by TriStar for collaboration. The quality assurance process then continued again, without his response, in order to process the claim timely. One of these changes that TriStar made to Mr. Lee's estimate was to back out a full replacement for a screen enclosure that was excluded from a policy.

We did our own review of Hurricane Ian claims following 60 Minutes' outreach - using a random sample of 10,000 claims to illustrate this point - and we found that 4,162 of those were revised downward, 2,583 of them were revised upward and about 3,311 of them had no change from what the adjuster reviewed.

While we cannot comment on the specifics of policyholders and their claims due to privacy concerns, one example of this difference in coverage between the third-party adjuster and Heritage can be that an adjuster thinks a whole roof needs to be replaced

and we review it and decide that it can be repaired. Another example could be that the adjuster includes in the estimate the replacement of a screen enclosure or a fence but the policy in question has a specific exclusion for screens or fences.

In another case - and this is just a hypothetical example to illustrate the point because we cannot discuss specific cases and especially those in ongoing litigation - Heritage could write for a roof replacement and then we could be contacted by a trial lawyer who thinks that a new roof would be double that amount and therefore demands that Heritage make the home a total loss under that policy.

As soon as a plaintiffs' lawyer is involved, our process must freeze. We would then send an engineer out to do a structural assessment and they could find some additional repairs were needed but they could still claim the home is not a total loss. As you can see, this is a multi-step process and because there are so many players involved, including plaintiffs' lawyers in some cases with a storm as large as Hurricane Ian, it

Heritage Insurance

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becomes much more complex than it may seem at first glance. It is much more complex than any insurance company blindly following what field adjusters suggest in the immediate aftermath of a major disaster. We had some adjusters out following Hurricane Ian who had just started working as an adjuster following the storm because there was a big push to sign up more adjusters to get funds out as quickly as possible. That is also why our internal review is important.

The bottom line is that our goal is always to pay every eligible claim and we even went to every "Insurance Village" that Florida OIR held after Hurricane Ian - I attended many of them personally - to work directly with claimants on the ground and get funds out quickly and efficiently to get people back on their feet. This is in contrast to some other property insurance companies who [paid themselves bonuses](#) and then just left the state.

-
- 2) 60 MINUTES: What is your response to the claim by an insurance adjuster that multiple insurance carriers in Florida, including Heritage, had a "deliberate scheme" after Hurricane Ian only to repair damaged roofs instead of replacing them, even when a licensed adjuster concluded that a full replacement was required?

Statement from Heritage Insurance Company Chief Executive Officer Ernie Garateix:

Absolutely false, libelous statement. In some cases - and we cannot comment on specifics of claimants because of privacy concerns - we wrote for a full roof replacement cost and even paid out "Additional Living Expense" coverage to cover any loss of use and we would still have contact from plaintiffs' lawyers demanding more payments. I would also refer you back to the sampling statistics I addressed in response to question #1 above.

- 3) 60 MINUTES: What is your response to the allegation that Heritage sent homeowners payment explanation letters based on substantially decreased damage assessments?

Heritage Insurance

claims@heritagepci.com | 855.536.2744 | www.heritagepci.com



Statement from Heritage Insurance Company Chief Executive Officer Ernie Garateix:

First, if the adjuster incorrectly wrote the estimate, the Quality Assurance Team the

adjuster works for contacts the adjuster to go over the estimate. In MANY cases the estimates are adjusted UPWARDS as the adjuster may have missed something that should be on the estimate. In fact, for Hurricane Ian a large number of estimates were adjusted up after quality assurance review or reinspection. (In some cases, estimates are revised up after reinspection because an inspector was able to add proper photo documentation to the report. Photos are an important part of the estimation process.) In Jordan Lee's case, for example, he was using drone footage instead of going on roofs to do his inspection. The firm he worked for, TriStar, asked him to provide photos that he took of roofs instead of relying on drone photos.

I also want to go back to the fact that Heritage has already entered a [Consent Order with the State of Florida following Hurricane Ian](#). We agreed to everything in that letter and paid the \$1 million fine associated with the OIR investigation into our Hurricane Ian claims. So, we agree to what was outlined by OIR in that public letter and we have already made huge improvements to our systems following the storm.

A few of the key improvements we made to enhance services since Hurricane Ian include:

- The creation of a Governance and Compliance Director position to further ensure compliance with all state claims requirements;
- An expansion of the claims quality assurance process;
- The addition of resources to internal audit functions;
- The implementation of a new claims management software;
- The added requirement that field adjusters document the manner in which they provide the policyholder with a printed or electronic document;
- The modification of software to require the adjuster license number be included;
- The creation of automated reports to track compliance claim timeframes;
- The reformulation of our interest calculator on claims;
- The required validation of names and licenses of new third-party desk adjusters;
- The implementation of a new claims training program;
- The expansion of the Claims Quality Assurance function to include 10 employees.

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- 4) 60 MINUTES: Was Heritage aware of testimony by several insurance adjusters to the Florida State Legislature on December 13, 2022, where they stated that their own damage assessments were altered without their approval or consent, and that their names were left on these altered assessments when they were sent to homeowners by the insurance companies involved, including Heritage?

Statement from Heritage Insurance Company Chief Executive Officer Ernie Garateix:

The Florida legislature passed SB 7052 in 2023, which required all insurance companies to track the names of those who work on claims estimates.

As part of our improvements following Hurricane Ian we implemented a new claims management software, as included in our list of improvements above. Our old system tracked the name of the field inspector and then when those reports were exported from the system, after desk review by Heritage, the desk reviewer's name was not being tagged to the changes or added along with the field inspector's name. That has been corrected in our current system.

- 5) 60 MINUTES: How many payment explanation letters did Heritage send to homeowners affected by Hurricane Ian after December 13, 2022?

We do not have an accurate figure on this because some letters were mailed and others were emailed because mail delivery can often be unreliable in the weeks following a major disaster event.

- 6) 60 MINUTES: What is your response to some homeowners' allegations that your company intentionally based its payment determinations on adjusters' reports which had been materially altered?



Statement from Heritage Insurance Company Chief Executive Officer Ernie Garateix:

I believe this question references the software problem that was not adding a desk adjuster name to a field inspectors report. We have improved this and implemented a new claims management software following Hurricane Ian two years ago.

Again, the [Florida legislature passed SB 7052 in 2023](#), which required all insurance companies to track the names of those who work on claims estimates.

- 7) 60 MINUTES: What is your response to the allegation that various insurance carriers, including Heritage, intentionally underpaid claims in an effort to avoid making appropriate payment to homeowners unless the homeowners filed lawsuits demanding payment?

Statement from Heritage Insurance Company Chief Executive Officer Ernie Garateix:

Absolutely false, libelous statement. I provided some hypothetical examples above that best illustrate our processes following Hurricane Ian. We have a policy of not responding to plaintiffs' lawyers who speak to the media when there is ongoing litigation.

- 8) 60 MINUTES: 60 Minutes has reviewed a number of damage assessments which were sent by Heritage to its insureds that appeared to have been modified downward substantially from the original adjustor's damage assessment by approximately 50% and more. These revised damage assessments nevertheless contained the name and license number of the

original adjusters when they were not an accurate reflection of their assessments?

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Statement from Heritage Insurance Company Chief Executive Officer Ernie Garateix:

The old software system did not accurately tag the desk adjuster name to the updates they made. We have a new claims management system in place following Hurricane Ian. We continue to look for ways to improve and our goal is always to pay every eligible claim, especially in the wake of a major disaster.

Again, we did our own review of Hurricane Ian claims following 60 Minutes' outreach - using a random sample of 10,000 claimants to illustrate this point - and we found that 4,162 of those were revised downward, 2,583 of them were revised upward and about 3,311 of them had no change from what the adjuster reviewed.

7) 60 MINUTES: How many lawsuits against Heritage arising out of Hurricane Ian storm claims are currently pending?

Statement from Heritage Insurance Company Chief Executive Officer Ernie Garateix:

8) 60 MINUTES: How many claims did Heritage handle from Hurricane Ian? How many were closed without payment?

Statement from Heritage Insurance Company Chief Executive Officer Ernie Garateix:

We estimate that we received more than 15,000 claims and less than 1% of those closed without any payment made on the claim.

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