

FINAL

## ARREST / NOTICE TO APPEAR

1 Arrest  
2 Notice To Appear

1

Juvenile ☐

Lee County Sheriff

ADMINISTRATIVE	CASE NUMBER <b>3605103748</b>		AGENCY ORI NUMBER <b>F L 0 3 6 0 0 0 0</b>		CASE NUMBERS <b>23CF000937, 23CF000937</b>		AGENCY REPORT NUMBER <b>23-537398</b>		AGENCY ARREST NUMBER <b>2023016991</b>			
	CHARGE TYPE Check as many as apply <input checked="" type="checkbox"/> 1 FELONY <input type="checkbox"/> 2 TRAFFIC FELONY		<input type="checkbox"/> 3 MISDEMEANOR <input type="checkbox"/> 4 TRAFFIC		<input type="checkbox"/> 5 ORDINANCE <input type="checkbox"/> 6 OTHER		WEAPON SEIZED / TYPE 1 Yes <input checked="" type="checkbox"/> 2 No <input type="checkbox"/>		DATE OF OFFENSE <b>12/3/2023</b>			
	LOCATION OF ARREST (include Name of Business) <b>MAIN JAIL 2115 DR MARTIN LUTHER KING JR BLVD FORT MYERS, 33901</b>						LOCATION OF OFFENSE (Business Name, Address) <b>2115 DR MARTIN LUTHER KING JR BLVD FORT MYERS, 33901</b>					
	DATE OF ARREST <b>12/3/2023</b>		TIME OF ARREST <b>2119</b>		BOOKING DATE		BOOKING TIME		JAIL BOOK DATE		JAIL BOOK TIME	
DEFENDANT	JAIL NUMBER		COUNTY ID NUMBER		OTHER LOCAL NUMBER <b>751183</b>		FDLE NUMBER		DOC NUMBER		FBI NUMBER	
	NAME (Last, First, Middle) <b>MCGRAW, RICKY LYNN</b>										ALIAS	
	RACE W White B Black		SEX M		DATE OF BIRTH OR AGE <b>2/14/1986</b>		HEIGHT <b>6'05"</b>		WEIGHT <b>200</b>		EYE COLOR <b>BRO</b>	
	HAIR COLOR <b>BRO</b>		COMPLEXION <b>MED</b>		BUILD <b>ABULD</b>		SCARS, MARKS, TATTOOS, UNIQUE PERSONAL FEATURES (Location, Type, Description)		INDICATION OF Alcohol Influence Y <input type="checkbox"/> N <input type="checkbox"/> UNK <input type="checkbox"/>		RESIDENCE TYPE 1 City 3 Florida 2 County 4 Out of State	
CODE-DEF	LOCAL ADDRESS (Street, Apt Number) <b>16 GOLF VIEW DRIVE DORADO, 00646--1901</b>		(City)		(State)		(Zip)		PHONE		ADDRESS SOURCE 5	
	PERMANENT ADDRESS (Street, Apt Number) <b>16 GOLF VIEW DRIVE DORADO, 00646--1901</b>		(City)		(State)		(Zip)		PHONE		OCCUPATION	
	BUSINESS ADDRESS (Name, Apt Number)		(City)		(State)		(Zip)		PHONE			
	DRIVER'S LICENSE STATE / NUMBER <b>FL M260-732-86-054-0</b>		SOCIAL SECURITY NUMBER <b>[REDACTED]</b>		INS NUMBER		PLACE OF BIRTH <b>LOUISIANA, LA - LOUISIANA</b>		CITIZENSHIP <b>Y</b>			
CHARGE	CO-DEFENDANT NAME (Last, First, Middle)		RACE		SEX		DATE OF BIRTH OR AGE		<input type="checkbox"/> 1 Arrested <input type="checkbox"/> 2 At Large		<input type="checkbox"/> 3 Felony <input type="checkbox"/> 4 Misdemeanor <input type="checkbox"/> 5 Juvenile	
	CO-DEFENDANT NAME (Last, First, Middle)		RACE		SEX		DATE OF BIRTH OR AGE		<input type="checkbox"/> 1 Arrested <input type="checkbox"/> 2 At Large		<input type="checkbox"/> 3 Felony <input type="checkbox"/> 4 Misdemeanor <input type="checkbox"/> 5 Juvenile	
	ACTIVITY N N/A P Possess		S Sell B Buy T Traffic		R Smuggle D Deliver E Use		K Dispense / Distribute		M Manufacture / Produce / Cultivate		Z Other	
	TYPE N N/A A Amphetamine		B Barbiturate C Cocaine E Heroin		H Hallucinogen M Marijuana O Opium / Deriv		P Paraphernalia / Equipment S Synthetic		U Unknown Z Other			
CHARGE	CHARGE DESCRIPTION <b>*LARC - GRAND THEFT \$100K+ OR LEO SEMI CAUSE DAMAGE - 23CF000937</b>		COUNTS <b>1</b>		<input checked="" type="checkbox"/> F S <input type="checkbox"/> Ord		STATUTE VIOLATION NUMBER <b>812.014(2a1)</b>		BOND \$ <b>30000.00</b>			
	ACTIVITY <b>N</b>		DRUG TYPE		AMOUNT / UNIT		GOC <b>Not Applicable</b>					
	<input type="checkbox"/> PC#		<input type="checkbox"/> CAPIAS		<input type="checkbox"/> AC		<input type="checkbox"/> BW		<input type="checkbox"/> FW		<input type="checkbox"/> PW	
	<input type="checkbox"/> JUV PU		<input type="checkbox"/> CITATION		DATE ISSUED		<input type="checkbox"/> Writ Att		<input type="checkbox"/> Domestic Violence		<input type="checkbox"/> Domestic Violence Injury	
CHARGE	CHARGE DESCRIPTION <b>FRAUD - INSURANCE FRAUD MORE THAN 100K DOLLARS - 23CF000937</b>		COUNTS <b>1</b>		<input checked="" type="checkbox"/> F S <input type="checkbox"/> Ord		STATUTE VIOLATION NUMBER <b>817.234(1a)</b>		BOND \$ <b>5000.00</b>			
	ACTIVITY <b>N</b>		DRUG TYPE		AMOUNT / UNIT		GOC <b>Not Applicable</b>					
	<input type="checkbox"/> PC#		<input type="checkbox"/> CAPIAS		<input type="checkbox"/> AC		<input type="checkbox"/> BW		<input type="checkbox"/> FW		<input type="checkbox"/> PW	
	<input type="checkbox"/> JUV PU		<input type="checkbox"/> CITATION		DATE ISSUED		<input type="checkbox"/> Writ Att		<input type="checkbox"/> Domestic Violence		<input type="checkbox"/> Domestic Violence Injury	
NOTICE TO APPEAR	<input type="checkbox"/> Mandatory Appearance in Court		LOCATION (Court, Room Number, Address)									
	<input type="checkbox"/> You need not appear in Court but must comply with instructions on Notice To Appear page											
	MONTH <b>January</b>		DAY <b>2</b>		YEAR <b>2024</b>		TIME <b>08:30</b>		<input checked="" type="checkbox"/> AM		<input type="checkbox"/> PM	
	I AGREE TO APPEAR AT THE TIME AND PLACE DESIGNATED TO ANSWER THE OFFENSE CHARGED OR TO PAY THE FINE SUBSCRIBED I UNDERSTAND THAT SHOULD I WILLFULLY FAIL TO APPEAR BEFORE THE COURT AS REQUIRED BY THIS NOTICE TO APPEAR, THAT I MAY BE HELD IN CONTEMPT OF COURT AND A WARRANT FOR MY ARREST SHALL BE ISSUED											
ADMINISTRATIVE	SIGNATURE OF DEFENDANT / JUVENILE AND PARENT OR CUSTODIAN											
	<input type="checkbox"/> Miranda Warning		HOLD FOR OTHER AGENCY NAME		VERIFIED BY		DATE		BOND CHARGE #		BOND CHARGE #	
	<input type="checkbox"/> ADULTS ONLY Hold for First Appearance Do Not Bond out Reason.		SWORN TO AND SUBSCRIBED BEFORE ME, THE UNDERSIGNED		AUTHORITY THIS <b>3rd</b> DAY OF <b>December 2023</b>		BOND TYPE 3 Surety 1 ROR 2 Cash		5 Cert 4 Bail / Bond 6 Other		TYPE	
	I SWEAR / AFFIRM THE ABOVE AND ATTACHED STATEMENTS ARE TRUE AND CORRECT		Name / Title of Person Authorized to Administer Oath		RETURNABLE COURT DATE		RETURNABLE COURT TIME <input type="checkbox"/> AM <input type="checkbox"/> PM		RELEASE DATE		RELEASE TIME <input type="checkbox"/> AM <input type="checkbox"/> PM	
ADMINISTRATIVE	OFFICER'S / COMPLAINANT'S SIGNATURE <b>MICHAEL TRAEGER</b>		ID NO / TROOP <b>2014116</b>		REPORT ENTERED BY		NAME (Printed)		ID NO / TROOP			
	NAME (Printed)		ID NO / TROOP									
	NAME (Printed)		ID NO / TROOP									
	NAME (Printed)		ID NO / TROOP									



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U231203063 / 642414

# PROBABLE CAUSE STATEMENT

ADM	Agency ORI Number <b>F L 0 3 6 0 0 0 0</b>										Agency Name <b>Lee County Sheriff</b>										1 Offense 2 Arrest <b>1</b>										Juvenile <input type="checkbox"/>										1 Original 2 Supplement <b>1</b>																																							
	Original Date Reported <b>1 2 0 3 2 3</b>										Case Reference <b>MCGRAW, RICKY LYNN</b>										Agency Report Number <b>2 3 - 5 3 7 3 9 8</b>										CLERK CASE NUMBERS <b>23CF000937, 23CF000937</b>																																																	
	<p>On Sunday, December 3rd, 2023, at approximately 2025 hours, DFC M. Traeger #14-116 while on uniformed duty with dual-certified capacity with the Lee County Sheriff's Office at the Lee County Sheriff's Office Main Jail Facility, in Fort Myers, Lee County, Florida came into contact with Ricky Lynn McGraw, a W/M with a DOB: 02/14/1986. McGraw walked into the Lee County Jail and turned himself in on an outstanding felony capias warrant to arrest. The outstanding felony capias warrant to arrest is in reference to case numbers 23-CF-000937 (FRAUDULENT INSURANCE CLAIM) F.S. 817.234(1)(A); 817.234(11)(C) and 23-CF-000937 (FIRST DEGREE GRAND THEFT) F.S. 812.014(1)(A); 812.014(2)(A). McGraw's identity was confirmed using his issued Puerto Rico Licencia de Conducir/Driver's License (7248571) and the photograph attached to the felony capias warrant to arrest. DFC Traeger completed an arrest affidavit. Upon confirmation from the Lee County Sheriff's Office Warrants Unit, McGraw was taken into custody, served with the warrant, and booked into the Lee County Jail without incident and in apparent good health.</p>																																																																															
ADMINISTRATIVE	Report Contains																																								Related Report Number(s)																																							
	Officer(s) Reporting <b>TRAEGER, MICHAEL J</b>																				ID Number(s) <b>2014116</b>										Troop										Date																																							
	Officer Reviewing / Supervisor (If Applicable) <b>SCHAFER, THEODORE</b>																				ID Number <b>2013067</b>										Routed To										Referred To										Assigned To										By										Date									
	Case Status										1 Arrest 3 Unfounded										A - Adult J - Juvenile <b>A</b>										Date Cleared										Arrest Number <b>2023016991</b>										Number Arrested																													
	Exception Type 1 Extradition Declined										2 Arrest on Primary Offense Secondary Offense Without Prosecution										3 Death of Offender 4 V/W Refused to Cooperate										5 Prosecution Declined 6 Juvenile / No Custody										OBTS Number										Page <b>2</b> of <b>2</b>																													

IN THE CIRCUIT COURT OF THE TWENTIETH JUDICIAL CIRCUIT IN AND FOR  
LEE COUNTY, FLORIDA  
CRIMINAL ACTION

STATE OF FLORIDA

CASE NO: CF  
(CMB)

23CF937

vs.

RICKY LYNN MCGRAW

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Race: White Sex: Male  
D.O.B.: 2/14/1986 Height: 6-05 Weight: 200  
Hair Color: Brown Eye Color: Brown  
Address: 16 Golf View Drive  
Dorado, PR 006461901

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**CAPIAS FOR:**

Count(s):

- 1) Fraudulent Insurance Claim, F.S. 817.234(11)(c), First Degree Felony
- 2) First Degree Grand Theft, F.S. 812.014(1);812.014(2)(a), First Degree Felony

In the name and by the authority of the STATE OF FLORIDA, County of Lee to all and singular the Sheriff's and other arresting officers of the State:

Whereas Connor M. Boe, Assistant State Attorney of the Twentieth Judicial Circuit of the State of Florida, prosecuting for the STATE OF FLORIDA, in the County of Lee under oath information makes that

**RICKY LYNN MCGRAW**

late of the County and State aforesaid, in the County and State aforesaid,

Count(s):

1. Between April 09, 2020 and July 12, 2022 in Lee County, Florida, pursuant to one scheme or course of conduct, did unlawfully, with the intent to injure, defraud, or deceive an insurance company, to-wit: Tower Hill Insurance Group, present or cause to be presented any written or oral statement as part of, or in support of, a claim for payment or other benefit pursuant to an insurance policy, or prepared or made any written or oral statement that was intended to be presented to said insurance company in connection with, or in support of, any claim for payment or other benefit pursuant to an insurance policy, knowing that such statement contained any false, incomplete, or misleading information concerning any fact or thing material to such claim, and the value of the payment or property involved in the violation is \$100,000 or more, contrary to Florida Statute 817.234(11)(c),

2. Between April 09, 2020 and July 12, 2022 in Lee County, Florida, did knowingly obtain or use, or endeavor to obtain or use, money or property valued at one hundred thousand dollars (\$100,000.00) or more, the property of another, to-wit: Tower Hill Insurance Group, as owner or custodian thereof, with the intent to temporarily or permanently deprive the owner or custodian of a right to the money or property, or a benefit therefrom, or to appropriate the money or property to the defendant's own use, or to the use of any person not entitled thereto, contrary to Florida Statute 812.014(1);812.014(2)(a),



**OFFICE OF THE STATE ATTORNEY  
TWENTIETH JUDICIAL CIRCUIT OF FLORIDA**

## Memorandum

**To:** Lee County Sheriff's Department, Records Division  
**From:** State Attorney's Office, Felony Intake Division  
**Re:** Preliminary Extradition Instruction on Warrant For:  
**Name:** Ricky Lynn McGraw  
**Race:** White      **Sex:** Male      **DOB:** 2/14/1986  
**Charge:** 1) Fraudulent Insurance Claim, F.S. 817.234(11)(c), First Degree Felony  
2) First Degree Grand Theft, F.S. 812.014(1);812.014(2)(a), First Degree Felony  
**Date:** 11 / 13 / 2023      **Initials:** CM

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FOR PURPOSES OF ENTRY OF THE ABOVE-DESCRIBED WARRANT INTO THE FCIC AND NCIC COMPUTER SYSTEMS, OUR PRELIMINARY INSTRUCTIONS REGARDING THE LIMITS OF EXTRADITION FOR THIS WARRANT ARE AS CHECKED BELOW:

- ☒ ENTIRE U.S.
- ☐ CONTINENTAL U.S.
- ☐ EASTERN AND SOUTHWEST U.S.
- ☐ EASTERN U.S.
- ☐ SOUTHEAST U.S.
- ☐ ADJACENT STATES
- ☐ FLORIDA ONLY (FCIC ONLY)

THE ABOVE INSTRUCTIONS ARE VALID AT THE TIME OF ISSUANCE ONLY. PLEASE RECONFIRM EXTRADITION WITH STATE ATTORNEY'S OFFICE PRIOR TO ACTUAL EXTRADITION.

THE STATE ATTORNEY'S OFFICE RESERVES ITS RIGHT NOT TO EXTRADITE ANY SUBJECT AT ANY TIME, BASED UPON THE CASE SITUATION, FUGITIVE'S LOCATION, OR OTHER FACTORS EXISTING AT THE TIME THE FUGITIVE IS LOCATED.

**THIS MEMO SHOULD BE ATTACHED TO THE RECORDS COPY OF WARRANT**

CMB:BCM

AFFIDAVIT FOR  
CRIMINAL OFFENSE

IN COUNTY/CIRCUIT COURT  
LEE COUNTY, FLORIDA  
BIF CASE NO: 23-1856

STATE OF FLORIDA VS. RICKY LYNN MCGRAW d/b/a SFR SERVICES LLC  
STATE OF FLORIDA, LEE COUNTY

*Personally, came before me Detective Rebecca Prince-Swift of the Division of Investigative & Forensic Services, Bureau of Insurance Fraud, who being by me duly sworn, deposes and says that on April 9, 2020, in Lee County, Florida, Ricky Lynn McGraw d/b/a SFR Services, Inc., is in violation of Florida State Statute 817.234 (1)(a)(11)(c) by knowingly providing false, incomplete, and misleading information to Tower Hill Insurance Company by not providing the invoice and payments from Castilla Roofing. McGraw is in violation of Florida State Statute by signing the Sworn Statement in Proof of Loss knowingly attempting to defraud and/or deceive Tower Hill by claiming the whole loss and damage at Rookery Pointe was \$314,828.94 when in fact he knew he had subcontracted the roofing work to Castilla Roofing for \$99,000.00 at least two weeks prior.*

Ricky McGraw also violated Florida State Statute 812.014 (1)(a)(2)(a), Grand Theft because he endeavored to obtain more than \$100,000.00 from Tower Hill Insurance through false and fraudulent means with intent to permanently deprive Tower Hill Insurance of the money. These intentional acts are contrary to *Florida Statutes 817.234 (1)(a)(11)(c) and 812.014 (1)(a)(2)(a)* probable cause being based upon the following facts:

Rookery Pointe Homeowners Association (hereinafter referred to as Rookery Pointe) is a gated community located at 20406 Rookery Drive in Estero, Florida 33928. Tower Hill Insurance issued a commercial insurance policy (EBP0000804-02) to Rookery Pointe which provided insurance coverage in the general aggregate amount of two million dollars with a one million per occurrence maximum for the scheduled property located at 20460 Rookery Pointe Drive in Estero Florida 33928. The commercial policy was bound for the period of November 14, 2016, through November 14, 2017.

On September 10, 2017, Hurricane Irma made landfall in Southwest Florida. On or about September 19, 2017, a representative of Rookery Pointe reported an insurance claim for damage related to Hurricane Irma to their insurer Tower Hill Insurance. (Claim #CLM0009297)

Tower Hill investigated the claim and retained an independent adjusting firm, Catastrophe Response Unit USA Inc. (CRU) to inspect the Rookery Pointe clubhouse and surrounding areas. The CRU Adjuster documented all damage observed and prepared an estimate for both the actual cost value (ACV) and replacement cost value (RCV) for the damage to the roofs of the Club House (building #1) at, the Entry Gate House #1 (building #2) and the Entry Gate house #2 (building #3), as well as to the pool, tennis court, perimeter wall, iron fence, and chain link fence. ACV means to replace property minus depreciation, which

means the cost of age or wear and tear is subtracted from the reimbursement. RCV means to pay to replace property with a new item of similar type and quality at current prices. The CRU adjuster prepared an estimate to fix all the above listed damage in the amount of **\$127,390.27**. The estimate prepared by CRU's adjuster also allowed for the complete replacement of the roofs of all three of these buildings.

On November 14, 2017, Tower Hill paid Rookery Pointe **\$57,643.30** which was the ACV of the covered loss after the deductible of **\$60,009.14** that Rookery Pointe was required to pay.

On January 14, 2019, Tower Hill agreed to pay an additional of **\$48,307.43** for damage which was minus the deductible that Rookery Pointe owed. The Rookery Pointe Property Manager at that time, Jeff Sanborn submitted invoices from Coastal Concrete Products, LLC for work completed on the fences at Rookery Pointe. Tower Hill then sent a check for the above additional amount.

On August 18, 2019, which was over a year and a half after Tower Hill paid Rookery Pointe for the damage from Hurricane Irma, Rookery Pointe signed an Assignment of Benefits (AOB) with SFR Services, LLC hereinafter referred to as SFR.

On or about August 29, 2019, SFR submitted an estimate, prepared through Xactimate of **\$355,758.59** (RCV) to Tower Hill. (Xactimate is a computer software system for estimating construction costs.) SFR requested **\$290,021.12** for the clubhouse roof, **\$21,873.92** for gatehouse #1, **\$21,873.92** for gatehouse #2 and **\$21,873.92** for gatehouse #3.

In August of 2019, Debbie Kiel, the Rookery Pointe HOA President at that time, sought to obtain additional quotes from other roofing companies. Elite Roofing and Restoration, which is a different company than Elite Claims, provided a quote of **\$126,000.47** for all the roofing work at Rookery Pointe. Crown Roofing provided a quote of **\$98,400.00** and Absolute Roofing of Southwest Florida a quote for **\$139,207.89** as well.

On August 28, 2019, SFR retained the services of a public adjuster, Matthew McGraw of Elite Claims Consultants, LLC (Elite Claims). It should be noted that Matthew McGraw is the brother of Ricky McGraw who owns SFR.

In November of 2019, Elite Claims submitted their estimate to Tower Hill in the amount of **\$314,828.94** which was slightly different than SFR's estimate. Elite Claims quote requested **\$213,080.72** for the clubhouse roof, **\$16,479.83** for gatehouse #1 roof, **\$16,131.98** for gatehouse #2 roof, and **\$16,307.39** for gatehouse #3 roof along with the additional items to be replaced or fixed on the estimate.

In February of 2020, SFR sent Rookery Pointe an invoice #3087 in the amount of **\$79,753.55**. In an email dated March 18, 2020, Will Mynatt wrote to the Rookery Pointe HOA, "Ricky has agreed to the below payment term, 25% upfront- 1<sup>st</sup>- **\$30,967.95**, 25% tear-oof/Dry-in and 25% tile delivery- 2<sup>nd</sup>- **\$28,847.60** and 25% COC- 3<sup>rd</sup>- **\$19,938.00**."



On March 19, 2020, Elite Claims sent an email demanding payment from Tower Hill in the amount of \$178,125.35 based on the ACV of Elite Claims estimate (\$238,134.49) minus the deductible (\$60,009.14). Elite Claims demanded this payment within 10 days and requested it by the end of the business day on March 29, 2020.

The email included the estimate from Elite Claims which they had previously submitted. The estimate included a complete replacement for the clubhouse at ACV estimate of \$159,855.43. The ACV estimate for Gatehouse #1 was \$12,254.24, gatehouse #2 was \$11,975.73 and gatehouse #3 was \$12,099.98, which as previously stated it's unknown what they are referencing. Elite Claims estimate included line items for several other structures/appurtenances comprising the common element including: the pool area tennis court, irrigation system, perimeter walls, wrought iron fence, chain link fence and additional debris removal. All these items contain a disclaimer that states, "carryover from carrier estimate" and customized line item in the same amount as the CRU Estimate plus 10% overhead and 10% profit. (It should be noted that the "10 and 10" rule is often considered industry standard, where 10% for overhead is added to the job estimate to cover expenses and the other 10% is added for the contractor's profit.) The Elite Claims estimate did not include any amount for interior damage to the clubhouse. The Elite Claims estimate had a virtually identical disclaimer as the SFR Estimate. On behalf of SFR, Elite Claims demanded full payment of its estimate less the deductible and in doing so, did not account for the previously issued payments.

By at least March 20, 2020, Castilla Roofing Inc provided SFR with an invoice dated March 20, 2020, with the amount due of \$99,000.00 and the due date listed as March 24, 2020. SFR and Ricky McGraw were aware that the cost of the three roofs was \$99,000.00. By this date, SFR contracted with Castilla Roofing to replace the roofs of building #1, the clubhouse and buildings #2 & #3 the two gatehouses for \$99,000.00 and not the \$238,134.49 listed in the demand letter sent to Tower Hill. Despite knowing this information, SFR Services and Ricky McGraw continued to rely on the estimate from Elite Claims.

On March 31, 2020, Tower Hill invoked appraisal in response to Elite Claims estimate and demand letter. Tower Hill notified SFR and Rookery Pointe of the appraisal. The same day, Tower Hill emailed a letter to Elite Claims and Rookery Pointe requesting certain documentation including but not limited to bids from any contractor or subcontractors. Without question, the Castilla Roofing invoice submitted to SFR should have been provided during this request by Tower Hill. Yet, SFR did not produce the invoice, nor did they provide the documentation to Elite Claims or Rookery Pointe, so Elite Claims and Rookery Pointe would have had the ability to produce the document to Tower Hill as requested. SFR was obligated to provide the Castilla Roofing bid pursuant to Florida State Statute 627.7152(4)(a) which states, "An assignee: Must provide the assignor with accurate and up-to-date revised estimates of the scope of work to be performed as supplemental or additional repairs are required."

Tower Hill believed that SFR had substantially and fraudulently inflated the costs of the claim and invoked appraisal. Invoking an appraisal is a process that occurs when the insured (in this case was SFR acting on behalf of Rookery Pointe via an AOB) and the insurer (Tower Hill) cannot come to an agreement regarding the amount of money the insurer should pay to settle the insurance claim. When appraisal is invoked, it is making use of a clause in the insurance policy to settle a disagreement with the insurance company regarding the amount of loss or the scope of damages during a claim settlement. The appraisal process is a nonjudicial means of resolving disputes between insurers and insureds. It involves both parties selecting a competent and impartial Appraiser. If the Appraisers fail to agree as to the damages, they will submit their differences to an Umpire. The amount agreed upon by any two Appraisers or by the Umpire evaluating the difference between the appraisers, will be considered the amount of loss.

Below is a chart showing the RCV estimates by each company. The chart shows that Elite Claims and SFR's estimates were two to three times higher than the other companies.

Vendor	Clubhouse Roof	Gatehouse #1 Roof	Gatehouse #2 Roof	Gatehouse #3 Roof	Total for Roofs	All other Items (Pool, fence etc.)	Total Estimate
CRU	\$84,006.13	\$1,357.71	\$964.44	\$00.00	\$86,328.28	\$41,061.99	\$127,390.27
Crown Roofing	\$80,000.00	\$5,200.00	\$5,200.00	\$00.00	\$90,400.00	\$2,800.00 Pool Gazebo	\$98,400.00
Castilla Roofing	Estimate did not break down by roof	Estimate did not break down by roof	Estimate did not break down by roof	Estimate did not break down by roof	\$99,000.00	\$00.00	\$99,875.00
Elite Roofing	Estimate did not break down by roof	Estimate did not break down by roof	Estimate did not break down by roof	Estimate did not break down by roof	\$126,000.47	\$00.00	\$126,000.47
Absolute Roofing	Estimate did not break down by roof	Estimate did not break down by roof	Estimate did not break down by roof	Estimate did not break down by roof	\$139,207.89	\$00.00	\$139,207.89
SFR Services	\$290,021.12	\$21,873.92	\$21,873.92	\$21,873.92	\$355,758.59 Included painting	\$00.00	\$355,758.59
Elite Claims	\$213,080.70	\$16,479.83	\$16,131.98	\$16,307.39	\$261,999.90	\$52,829.04	\$314,828.94

On or about April 2, 2020, SFR at the direction of Ricky McGraw, directed Castilla Roofing to submit a permit application for the roofing work with a declared value of \$233,525.00. (Ricky McGraw testified to this under oath in his deposition.) This was done despite Castilla Roofing's General Manager, Freddy Jarmillo having later testified during a civil trial that Castilla Roofing would have set the declared value at \$99,875.00 which was what Castilla Roofing ultimately was paid by SFR.

On April 2, 2020, SFR paid Castilla Roofing the first installment payment of \$49,500.00 for Rookery Pointe (check #4861 for invoice #2310). The check was written for \$236,453.00 however other invoices numbers were included in the payment and were written at the bottom of the check. The numbers written on the bottom of the check, reflect which invoice numbers SFR Services was paying Castilla Roofing. (See sworn statement of Freddy Jarmillo)

On April 9, 2020, Ricky McGraw signed a Sworn Statement in Proof of Loss. A sworn statement in proof of loss (POL) is a formal written statement from a policyholder (or benefits assignee) seeking payment for covered losses under the insurance policy. It details the scale of covered losses and describes the corresponding amount of money that the insurance company is required to pay according to the insurance policy. The person who signs the POL, in this case was Ricky McGraw, is attesting that the details in the document are correct. Ricky McGraw signed the Sworn Statement in Proof of Loss claiming the whole loss and damage at Rookery Pointe was \$314,828.94 when in fact he knew he had subcontracted the roofing work to Castilla Roofing for \$99,000.00 at least two weeks prior. SFR and Ricky McGraw was aware of this when they received invoice #2310 from Castilla Roofing on March 20, 2020, and paid Castilla Roofing on April 2, 2020.

The Sworn Statement in Proof of Loss form that Ricky McGraw signed states the following: "NOTICE-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 in the third degree, punishable as provided in s. 775.082s. 775.083 or s. 775.084, Florida Statutes.

During the appraisal process Appraisers were selected by Tower Hill and SFR. Sam Winkel with Engle Martin and Associates was assigned as Tower Hill's Appraiser and Aaron Penn with Aaron Penn LLC as SFR's Appraiser (SFR was acting on behalf of Rookery Pointe due to AOB).

On April 21, 2020, Winkel and Penn met at Rookery Pointe to discuss the damage and conduct an inspection. At the time of the inspection, the roof of the clubhouse was in the process of being replaced. Winkel later testified at the civil trial that he requested the information on the company completing the work and the cost but did not receive the information.

Winkel provided his appraisal of \$79,753.55 as the replacement cost value for the clubhouse, and the two gatehouses. His estimate also included the perimeter walls, pool, recreational court, fences, and debris removal for a total estimate of \$149,026.81.

The purpose of the appraisal clause is for the insured's appraiser (Penn) and the insurance carrier's appraiser (Winkel) to estimate the damage and try to come to an agreement on the amount of loss. If the two appraisers fail to agree, they will submit their differences to the

Umpire. Penn did not provide an appraisal to Winkel prior to requesting an Umpire step in to settle the claim therefore it wasn't possible to come to an agreement. Penn's estimate was completed on or around July 17, 2020, and the roof estimate at \$233,525.00 which was the same amount Ricky McGraw directed Castilla Roofing to submit on the permit application. Penn's total estimate for all line items was \$403,538.55.

On June 1, 2020, an agreement was signed to use Anthony Proffitt with AAP Claim Services Inc as the Umpire. Winkel and Penn had previously chosen Proffitt as the Umpire if they couldn't come to an agreement on resolving the claim. The Umpire is the arbitrator and will provide the final award settlement should the Appraisers reach an impasse regarding the loss value.

On or about August 13, 2020, and after going to Rookery Pointe with Penn and Winkel, Proffitt submitted the appraisal award. The award for the ACV was \$225,461.04 for the clubhouse, gatehouse #1 was \$14,585.09 and gatehouse #2 was \$14,097.07. There were no documents provided to Proffitt showing the \$99,000.00 quote that Castilla Roofing provided to SFR on March 20, 2020, to complete the Rookery Pointe roofing job. Proffitt also did not know that SFR paid Castilla Roofing \$99,875.00 in three separate payments all dated on or before July 1, 2020, which would have assisted Proffitt in his Umpire award. Proffitt was provided a permit from Village of Estero for a replacement cost of \$233,525.00 which was \$133,650.00 over what Castilla Roofing was paid.

On September 11, 2020, Tower Hill filed a Petition for Declaratory Judgement to Vacate/Set Aside the Appraisal Award with the Circuit Court of the Twentieth Judicial Circuit in Lee County, Florida (Case #2020-CA-006212).

On February 16, 2021, and April 6, 2021, Winkel was deposed regarding his involvement in the civil case. Winkel testified that after he was assigned as the Appraiser for Tower Hill, he met with Penn on April 21, 2020, to inspect the property at Rookery Pointe. Winkel assumed the only dispute was regarding the clubhouse roof and the two gate guard roofs on the property. Winkel stated that a roofing company was working on the clubhouse roof when they arrived. Winkel submitted his estimate to Penn however Penn invoked the Umpire prior to submitting his appraisal to Winkel. As previously stated, Winkel requested the information on the roofing company completing the work at Rookery Pointe on the day of his inspection but did not receive the information.

On February 24, 2021, Carl Blane Hartzog, who was the Corporate Representative for Tower Hill Insurance was deposed regarding his involvement in the case. Hartzog explained that after Rookery Pointe filed the insurance claim with Tower Hill, multiple payments were made by Tower Hill regarding the claim. The total amount paid to Rookery Pointe was \$105,950.73. Hartzog stated that after Rookery Pointe signed the AOB with SFR, SFR submitted their estimates. Hartzog explained that Tower Hill then received other estimates from roofing companies that were much lower than the estimates submitted by SFR. Once appraisal was requested, no one from SFR submitted the Castilla Roofing bid/invoices to the Appraisers or the Umpire. Hartzog stated that Winkel requested the documents regarding Castilla Roofing but Penn and Proffitt did not request the Castilla

Roofing bid. Hartzog explained that there were five total estimates that were for the most part, in the same ballpark. When SFR's estimate was submitted it was double or triple some of those estimates.

On June 3, 2021, Penn was deposed regarding his involvement in the case. Penn testified that after he was assigned as the Appraiser for SFR regarding the Rookery Pointe claim, he met with Winkel on April 21, 2020, to inspect the property at Rookery Pointe. During the inspection, Penn stated that Castilla Roofing was on site replacing the roof while they were there. Penn testified that he did not submit an appraisal to Winkel because they were too far apart in their estimates. Penn stated that he was not provided the quote or invoices for the work that Castilla Roofing performed at Rookery Pointe. Penn stated he was not aware of the amount that SFR paid Castilla Roofing for the work at Rookery Pointe. Penn testified that if invoices were provided, it could have impacted his appraisal.

On July 12, 2022, Ricky McGraw was deposed regarding his involvement in the case. Ricky McGraw testified that SFR charged Castilla Roofing \$99,985.00 for the three roofs, but in turn SFR requested \$233,525.00 from Tower Hill. Ricky McGraw testified that on March 20, 2020, Castilla Roofing sent SFR an invoice. On April 2, 2020, SFR made the first payment to Castilla Roofing. On April 6, 2020, Castilla Roofing started the work at Rookery Pointe's clubhouse. When Ricky McGraw was asked if he ever submitted the Castilla Roofing invoice plus any stated amount of overhead and profit to Tower Hill to see if they would pay it. Ricky McGraw responded, "No, my internal cost structure has nothing to do with what Tower Hill owes."

Ricky McGraw testified that he did not provide the estimate to the Appraisal Panel, to Elite Claims Consultants, to Rookery Pointe's HOA, to Tower Hill Insurance or to Proffitt. Ricky McGraw claimed he did not provide the invoices because he believed it was his internal pricing structure, was not relevant to the appraisal panel and he did not want to interfere with the process. Ricky McGraw stated that the appraisal panels duty was to find the fair and reasonable market price for the services, and he had no obligation to provide what he negotiated with the subcontractor. Ricky McGraw explained that his confidentiality agreement with his subcontractors wouldn't allow him to provide the Castilla Roofing invoices to the appraisal panel. Ricky McGraw attested that he submitted the Elite Claims estimate to the Appraisers and Umpire but did not submit the actual invoice of what was paid by SFR to Castilla Roofing.

Ricky McGraw acknowledged that the Proof of Loss that SFR submitted to Tower Hill matched Elite Claims estimate of \$314,824.94 and he was the person who signed the document. Ricky McGraw testified that the \$233,525.00 value that was submitted on the permit by Castilla Roofing, was provided by SFR. Ricky McGraw was not able to recall the basis for the \$233,525.00 permit value. Further, Ricky McGraw confirmed during his deposition that the value contained in the Sworn Proof of Loss was exclusively for the roof repairs and not for any other work that was done at Rookery Pointe.

On July 27, 2022, Jarmillo was deposed regarding his involvement in the case. Jarmillo explained that when Castilla Roofing subcontracted work from SFR, SFR would provide them with the permit value. Castilla Roofing would put the SFR value on the permit application. In the Rookery Pointe case, Jarmillo stated that the permit value was provided by SFR in the amount of \$233,525.00. Jarmillo stated he assumed that SFR told Castilla Roofing to put \$233,525.00 because that was the total amount of all work being completed on the property. Jarmillo explained if Castilla Roofing was hired directly by Rookery Pointe, they would have put the declared value of \$99,825.00 on the permit.

Jarmillo agreed that on or before March 20, 2020, SFR knew that Castilla Roofing was charging \$99,000.00 for the roofing work at Rookery Pointe. Jarmillo explained that Castilla Roofing sent SFR an invoice on March 20, 2020, in the amount of \$99,000.00 with first payment requested was for \$49,500.00. The amount was due on March 24, 2020, and SFR paid it on April 2, 2020.

Castilla Roofing submitted the second invoice to SFR in the amount of \$24,750.00 on May 21, 2020, which was received on or around May 27, 2020. Jarmillo explained that the final invoice of \$29,575.00 was submitted to SFR after the work was complete, they passed the final inspection, and they got the Certificate of Occupancy (CO). SFR was charged an additional \$875.00 for plywood. Jarmillo stated that no information was submitted to the Appraisers or to the Umpire regarding the work Castilla Roofing completed at Rookery Pointe.

Tower Hill attempted to depose Proffitt on three separate occasions, but Proffitt failed to show up for the deposition.

On March 30 and 31, 2023, the trial commenced regarding Tower Hill Insurance Company vs. SFR Services, LLC a/a/o Rookery Pointe Homeowners Association, Inc in the Twentieth Judicial Circuit in Lee County, Florida (Case #2020-CA-006212). The following testimony was taken during the civil trial.

On March 30, 2023, the following witnesses provided testimony in the civil case, Winkel, Kiel, Hartsog, and Jarmillo. McGraw and Penn's depositions were entered into the record as well. Winkel testified first in the case and reiterated from his deposition that he only believed the roofs were in dispute. He also reiterated that when he arrived at Rookery Pointe to conduct his appraisal, the roof was being replaced at the clubhouse. Winkel stated he requested the information of the company performing the roofing work but did not receive any documentation. Winkel stated the documentation of the company performing the roofing work would have been helpful in determining the amount of loss. Winkel stated he was not provided with the invoice from the roofing work that would demonstrate the actual cost of the roof replacement at Rookery Pointe. Winkel testified that the only items inspected during his meeting with Penn and then his meeting with Penn and Proffitt were the roofs and that was why his appraisal only included the roofs.

Debbie Kiel testified that she became the Rookery Pointe HOA President after the previous board had already signed the AOB with SFR. Kiel sought out other quotes because the cost that SFR proposed seemed excessive to Kiel. When Kiel received the quotes from other roofers, the SFR estimate was significantly more. Kiel stated she was never provided the invoice for the work Castilla Roofing performed at Rookery Pointe.

Hartzog is a Commercial Claims Manager for Tower Hill and testified as a representative for Tower Hill that oversaw the Rookery Pointe claim. Hartzog explained that SFR's estimate was \$355,758.69 to replace three roofs and Tower Hill was not going to agree to that amount. Hartzog explained that Elite Claims estimate was \$266,558.59 for the clubhouse roof and the other structures were \$48,270.35 which Tower Hill was not going to agree to pay. Hartzog stated that on March 19, 2020, Elite Claims sent an email asking Tower Hill to pay \$238,134.49 less the deductible. Hartzog stated that on March 31, 2020, appraisal was invoked. Tower Hill believed that the roofs were the only items in dispute.

Hartzog explained that Tower Hill sent a letter to Elite Claims and Rookery Pointe asking for all documents prepared by general contractors, subcontractors, roofers, plumbers, mitigation vendors and/or engineers, or experts of all types, and any documents from any other entity or person you or your representative have engaged to repair, prepare, and estimate or provide an opinion about the damages alleged. Tower Hill did not receive the estimate, or any documents related to the Castilla Roofing invoices or payments as requested. Hartzog explained that if Tower Hill would have received the invoice for \$99,825.75 for the replacement of the roofs, Tower Hill would have paid that amount plus overhead and profit at 20% (It should be noted that the 20% overhead and profit would have been approximately \$19,965.15 for a total approximate amount of \$119,790.90). Hartzog testified that it was Tower Hill's position that SFR grossly and intentionally inflated the claim.

Hartzog explained that Ricky McGraw signed the Proof of Loss form on April 9, 2020, and claimed the amount of loss was \$314,828.94 which was after appraisal was demanded by Tower Hill. Hartzog testified that Tower Hill and Winkel were not told about the \$99,000.00 cost to replace the roofs by anyone on behalf of SFR during the claim process. Hartzog agreed that during litigation, Tower Hill asked for the information related to the roofing contractors and the information was continuously refused throughout the process. Since SFR would not provide the information, Tower Hill went to Castilla Roofing and was provided the amount they were paid by SFR.

Jarmillo testified in trial as an employee for Castilla Roofing. Jarmillo explained that Castilla Roofing submitted their first invoice to SFR on March 20, 2020, for \$99,000.00. Jarmillo confirmed that \$49,500.00 was due at that time and roofing job was estimated to start on April 6, 2020, according to the estimate. Jarmillo went on to explain the invoices that were submitted by Castilla Roofing to SFR for the roofing work at Rookery Pointe. Jarmillo testified by June 11, 2020, Castilla Roofing had completed replacing the clubhouse roof and the two gatehouse roofs at Rookery Pointe. Jarmillo testified that SFR directed Castilla Roofing to declare the value of \$233,525.00 on the building permit.

Jarmillo agreed that if Castilla Roofing was working directly with Rookery Pointe, they would have declared the value at \$99,825.00.

After the trial, the Court (Judge Michael McHugh) made the following finding of facts in his Final Judgement.

1. The appraisal provision in the policy contemplates that the parties engage in an open, honest, and meaningful exchange of information leading up to, and during, the appraisal process.
2. This open, honest, and meaningful exchange of information is central to the validity of the appraisal process itself, because it is the only way to even know if a dispute actually exists between the parties that will be ripe for appraisal. If the parties are permitted to conceal or misrepresent information leading up to and during the appraisal, the appraisal process is delegitimized, and the parties will be dissuaded from utilizing it to resolve their disputes in the future.
3. Prior to the invocation of appraisal, SFR Services was under contract with Castilla Roofing to replace the roofs of the clubhouse and both gatehouses.
4. SFR Services was aware the cost for the scope of roof work was \$99,000.00, at least as of March 20, 2020.
5. Despite knowing this information, SFR Services continued to present an estimate generated by Elite Claims and continued to represent that the value of the roof replacements for the clubhouse and both gatehouses was more than \$230,000.00, while simultaneously indicating that its overhead and profit fell in line with the industry standard of 20%. This constituted a misrepresentation of material fact (i.e., as to the value of the claim).
6. On March 31, 2020, Tower Hill sent a letter to Elite Claims Consultants, LLC ("Elite Claims"), the public adjuster for SFR Services, requesting information including, but not limited to, bid prepared by contractors and/or roofers.
7. SFR Services' contract with Castilla Roofing would have been responsive to Tower Hill's request for information as would the invoices dated March 20, 2020.
8. As the assignee, SFR Services was obligated to provide Castilla Roofing's bid and invoice to Tower Hill in response to its request for information pursuant to the appraisal process as well as 627.7152(3) and (4)(a), Florida Statutes.
9. Even if SFR Services was not obligated to provide Castilla Roofing's bid to Tower Hill, it was obligated under the concealment, misrepresentation, and fraud provision to abstain from providing false information to Tower Hill.
10. Pursuant to the express language of insurance policy's Loss Payment provision, SFR Services was not entitled to more than the least of the following:
  - a. The Limit of Insurance under Section I- Property that applies to the lost or damaged property;
  - b. The reasonable cost to replace, on the same premises, the lost or damaged property with the other property:
    - i. Of comparable material and quality; and
    - ii. Used for the same purpose; or
  - c. The reasonable amount that you should have spent that is necessary to repair replace the lost or damaged property.



11. Based on the evidence presented, the amount was \$99,825.00 plus 20% overhead and profit. See *State Farm Fire & Cas. Co. v. Patrick*, 647 So. 2d 283 (Fla. 3d DCA 1994) (an insured is only entitled to the actual amount spent to make repairs, not the amount of an estimate presented by either the insured or the insurance carrier).
12. SFR Services submitted a Sworn Statement in Proof of Loss by way of its principal, Ricky McGraw, on April 9, 2020, which represented that the price to replace the roofs was over \$230,000.00.
13. As early as April 2, 2020, SFR Services instructed Castilla Roofing to list the value of the roof replacements as \$233,525.00 on the permit application, which was clearly done with the intent to misrepresent and conceal the true value of the work from Tower Hill and the appraisal panel. This was demonstrated by the fact that SFR Services' own Appraiser testified that he relied upon the permit value.
14. SFR Services' continued reliance on the Elite Claim estimate throughout the appraisal, as well as its submission of the Sworn Statement in Proof of Loss, constituted an intentional misrepresentation and concealment of material fact from Tower Hill.
15. Further, even if SFR Services was not obligated to provide Castilla Roofing's bid to Tower Hill, it should have provided the invoice to its Appraiser.
16. In the context of this appraisal, Tower Hill could have obtained different estimates from other roofing companies and presented them to the appraisal panel.
17. However, even if Tower Hill did so, this would not have affected the fact that the amount of loss was set once SFR Services contracted Castilla Roofing to replace the roofs for \$99,000.00.

**The Court found that the Appraisal Award was "procured by fraud." The Court stated, "SFR Services intentionally concealed the true, fixed value of the roof replacements, by (1) failing to provide Castilla Roofing's invoice in derogation of its obligations under the appraisal provision and 627.7152 (3) and (4)(a), Florida Statutes, to Tower Hill or the appraisal panel; (2) continuing to rely upon the Elite Claims Estimate despite the fact that it grossly exceeded the true value of work (including signing a Sworn Statement in Proof of Loss based on same); and (3) requiring Castilla Roofing to misrepresent the value of the roof replacement in its submission to the Village of Estero Building Department. Taken together, SFR Services' actions resulted in an appraisal proceeding and appraisal award tainted in fraud."**

The Court ordered the Appraisal Award vacated due to the fraud committed by SFR Services. The Court stated that SFR Services concealment continued through this litigation as it refused to produce the Castilla Roofing invoice after multiple orders. SFR Services' actions "demonstrate intentional misrepresentation and concealment of material facts tantamount to fraud."

On March 26, 2023, Joe Namath who is a resident of Rookery Pointe and a member of the current HOA, filed a complaint with Division of Investigative and Forensic Services/Bureau of Insurance Fraud. Namath's complaint stated that a final judgement was rendered in Lee County Circuit Court in a suit brought by Tower Hill against SFR Services

LLC a/a/o Rookery Pointe Homeowners Association, Inc. Namath stated that the judge used fraud in his decision to throw out the damage award by the Umpire. Detective Prince-Swift was assigned the case to investigate.

On May 26, 2023, Detective Prince-Swift traveled to 9401 Corkscrew Palms Circle in Estero and spoke with Tammy Duran who is the Deputy Village Clerk of Estero Village. Detective Prince-Swift requested certified copies of the permit application from April 2, 2020, that Castilla Roofing submitted and any related documents. Duran stated she would research her records and call when they were available for pick up. Detective Prince-Swift also mailed a letter to Florida Division of Corporations requesting certified copies of records showing Ricky McGraw as principle for SFR.

On June 2, 2023, Detective Prince-Swift drove to the Village of Estero and picked up the certified copies of the permit application from April 2, 2020, that Castilla submitted for the value of \$233,525.00.

On June 20, 2023, Detective Prince-Swift received the certified copies of the Division of Corporations documents for SFR. The documents show that Ricky McGraw was the sole manager of SFR Services, L.L.C. from June 28, 2019, to March 11, 2023.

On August 10, 2023, Detective Prince-Swift served three subpoenas via Fed Ex to Aaron Penn, Engle Martin & Assoc and AAP Claim Service regarding documents for the case.

On August 11, 2023, Detective Prince-Swift served subpoenas to Rookery Pointe Homeowners Association and Castilla Roofing regarding documents for the case.

On August 24, 2023, Detective Prince-Swift received the documents requested from Castilla Roofing via email. Detective Prince-Swift received the invoice for the roofing work completed at Rookery Pointe and the signed contract for the roofing work dated March 23, 2020.

On September 12, 2023, Detective Prince-Swift called Proffitt to follow up on the subpoena that was previously served. Proffitt emailed the documents without the subpoena. On September 13, 2023, Detective Prince-Swift officially served a subpoena to Proffitt/AAP Claim Services via email. Detective Prince-Swift reviewed the documents that Anthony Proffitt sent via email. Engle Martin and Associates who were the Appraisers for Tower Hill, provided Proffitt with an estimate of \$79,753.55 as the replacement cost value for the roof. Proffitt was provided a permit from Village of Estero for a replacement cost of \$233,525.00. Proffitt submitted an Umpire award of \$227,636.07 for the roof replacement cost.

Detective Prince-Swift sent Proffitt an email asking for the estimate provided by Aaron Penn who was the Appraiser for SFR. Proffitt sent back an email with Aaron Penn's estimate attached and stated he thought it was Penn's estimate which was \$233,525.00 to replace the roof. Penn did not provide any documents that showed the \$99,000.00 quote

that Castilla Roofing provided to SFR to complete the roofing job or that SFR paid Castilla Roofing, which would have assisted Proffitt in his Umpire award.

On September 14, 2023, Lieutenant Jonathan Lent and Detective Frank Sommo served a subpoena to U.S. Legal Support Inc/Corporate Creations Network, Inc. for documents related to the investigation. The subpoena was served to Julian Saintelien who was an employee of the business.

On September 20, 2023, Detective Prince-Swift called Freddy Jaramillo of Castilla Roofing, who stated to call and ask to speak to Sydni because he wasn't at work and was ill. Detective Prince-Swift called Castilla Roofing and spoke to Sydni Glover. Detective Prince-Swift requested the checks or method of payments made from SFR/Ricky McGraw to Castilla Roofing for the job 20460 Rookery Pointe Drive in Estero. Glover advised she would look for the documents requested.

On September 21, 2023, Detective Prince-Swift reviewed the documents provided by Aaron Penn concerning the subpoena. The documents included emails to and from Aaron Penn, Anthony Proffitt and Sam Winkel, regarding 20460 Rookery Pointe Drive in Estero. The estimates that Aaron Penn provided Anthony Proffitt and all documents regarding the appraisal submitted to Proffitt.

Detective Prince-Swift also received an email from Sydni Glover who is the assistant at Castilla Roofing. Glover sent a copy of three checks where SFR Services LLC wrote Castilla Roofing checks for work performed at multiple job sites. SFR paid \$49,500.00 for 20460 Rookery Point Drive on April 2, 2020, but the check was written for \$236,453.00 for several invoices owed for jobs. The second payment was for \$24,750.00 on May 27, 2020, but the check was for \$390,850.00 for several invoices owed. The third payment was made on July 1, 2020, for \$25,575.00 but the check was written for \$208,862.05 for several invoices owed to Castilla Roofing.

On September 26, 2023, Detective Prince-Swift typed a request to the Division of Corporations/Notary Section requesting a certified record saying that Rebecca Lyn Sanchez was issued that notary public (My Commission #: GG036637 & Notary ID#775281) and was a valid notary public on April 9, 2020. The letter was mailed certified through Fed Ex.

On September 26, 2023, at approximately 3:01pm, Detective Rebecca Prince-Swift met with Freddy Jaramillo at Castilla Roofing located at 4305 Exchange Avenue in Naples. Jaramillo agreed to provide a sworn taped statement regarding his involvement in this case.

Jaramillo stated he currently works for Castilla Roofing and has been employed for 11 years with the company. Jaramillo is the General Manager of Castilla Roofing. Jaramillo explained that 20460 Rookery Pointe Drive roofing job was subcontracted by SFR Services to Castilla Roofing.

Jaramillo stated that the first payment from SFR Services to Castilla Roofing was check #4861 written on April 2, 2020, for \$236,453.00. Included in this check was the deposit in the amount of \$49,500.00 for half of payment for 20460 Rookery Pointe Drive. Jaramillo stated the invoice #2310 is written at the bottom of the checks along with other invoice numbers to reflect which invoice numbers SFR Services is paying Castilla Roofing.

The second payment submitted by SFR to Castilla Roofing was check #5124 written on May 27, 2020, for \$390,850.00. This check was written for multiple invoice numbers that SFR owed Castilla Roofing which is listed at the bottom of the check. SFR paid Castilla Roofing \$24,750.00 for invoice #2310 on this date.

The third and last payment submitted by SFR to Castilla Roofing was check #5231 written on July 1, 2020, for \$208,862.05. This check was written for multiple invoice numbers that SFR Services owed Castilla Roofing which is listed at the bottom of the check. SFR paid Castilla Roofing \$25,575.00 which was \$825.00 more than originally billed for due to plywood or facia board replacement. These amounts are reflected on invoice #2310 on this date.

Jaramillo stated that he believed the checks were signed by Ricky McGraw's mother-in-law. Jaramillo initialed and dated each document related to the three payments and invoices regarding 20406 Rookery Pointe Drive.

On September 29, 2023, at approximately 2:10pm, Detective Rebecca Prince-Swift and Detective Scott Utecht met with Rebecca Lyn Thewlis (formerly Rebecca Sanchez) at 3131 SW Natura Avenue in Deerfield Beach. Thewlis' name appears as the notary on the Sworn Statement in Proof of Loss form that Ricky McGraw signed. Thewlis agreed to provide a sworn taped statement regarding her involvement in this case.

Thewlis stated she worked for Elite Claims for approximately two years in October 2019 through September 2021. Thewlis stated that she was Matthew McGraw's executive assistant. One of the jobs functions she performed was notarizing documents. Thewlis stated that SFR Services shared office space with Elite Claims. Thewlis explained that SFR dealt with the contracting of the roofs and Elite Claims dealt with the adjusting the claims.

Thewlis stated she knows Ricky McGraw personally and would sign documents when he was in town. Thewlis explained that the Sworn Statement in Proof of Loss document that is dated April 9, 2020, was notarized by her. Thewlis stated that the signature of the Notary Public is her signature, and the stamp is her stamp as well. Thewlis stated that the signature under the "signature of insured" was that of Ricky McGraw.

Thewlis explained she notarized numerous documents for McGraw and knows that the signature on the Sworn Statement in Proof of Loss was his signature. Thewlis explained that McGraw did not have to show identification since she personally knew him. Thewlis stated she was familiar with the Sworn Statement in Proof of Loss forms and signed them

for McGraw frequently. Thewlis stated that in April of 2020, she did not maintain a notary logbook. Thewlis initialed and dated the Sworn Statement in Proof of Loss document.

After Detective Prince-Swift concluded the interview and stepped outside, Detective Utecht administered a photo-lineup, under guidelines outlined in 1.6.14, Eyewitness Identification Procedures. Upon completion Thewlis told Detective Utecht that she identified Ricky McGraw. Thewlis handed Detective Utecht the folders and he observed that Thewlis wrote "Identified" on photograph #2. Detective Utecht subsequently turned the photo lineup packet to Detective Prince-Swift. It should be noted that Thewlis did positively identify Ricky McGraw.

On October 2, 2023, Detective Prince-Swift served a subpoena to JP Morgan Chase Bank via fax for SFR's bank records. Detective Prince-Swift received the confirmation page that the fax was received.

Detective Prince-Swift received a certified copy from the State of Florida that Rebecca L. Sanchez (Thewlis) was commissioned as a Notary Public in the State of Florida from February 6, 2017, through February 5, 2021.

On October 3, 2023, Detective Prince-Swift received some of the documents from U.S. Legal Support. The documents included trial transcripts from job #6343470 during trial date March 30, 2023. Detective Prince-Swift is still waiting for job #6343472.

On October 4, 2023, Detective Prince-Swift received an email from the reporter for job #6343470 U.S. Legal Support which stated, "'Hello. This is the court reporter from the trial. This was transcribed eight months ago and I don't have audio files any longer. I went into the backup on my writer and it's already been overwritten.'"

On October 11, 2023, Detective Prince-Swift received the documents that were subpoenaed from JP Morgan Chase Bank for SFR Services banking details. Detective Prince-Swift reviewed the documents and determined that SFR paid Castilla Roofing \$236,453.00 on April 2, 2020, with check #4861. The check was cashed by Castilla Roofing on April 7, 2020. The next check #5124, SFR paid to Castilla Roofing was May 27, 2020, for \$390,850.00 and was cashed by Castilla Roofing on June 2, 2020. The last check #5231, SFR paid Castilla Roofing on July 1, 2020, for \$208,862.05 and was cashed by Castilla Roofing on July 3, 2020. These are the same checks that were previously provided by Castilla Roofing to Detective Prince-Swift.

In conclusion, this investigation determined Ricky Lynn McGraw Jr., d/b/a SFR Services, LLC., is in violation of Florida State Statute 817.234 (1)(a)(11)(c) by knowingly providing false, incomplete, and misleading information to Tower Hill by not providing the estimate from Castilla Roofing and payments they made to Castilla Roofing.

McGraw is in violation of Florida State Statute by signing the Sworn Statement in Proof of Loss knowingly attempting to defraud and/or deceive Tower Hill by claiming the whole loss and damage at Rookery Pointe was \$314,828.94 when in fact he knew he had subcontracted the roofing work to Castilla Roofing for \$99,000.00 at least two weeks prior. The Sworn Statement in Proof of Loss form states:

"NOTICE-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 in the third degree, punishable as provided in s. 775.082s. 775.083 or s. 775.084, Florida Statutes.

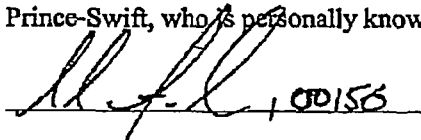
SFR Services instructed Castilla Roofing to list the value of the roof replacements as \$233,525.00 on the permit application, which was clearly illustrated the intent to misrepresent and conceal the true value of the work from Tower Hill and the appraisal panel. This was demonstrated by the fact that SFR Services' own Appraiser testified that he relied upon the permit value. SFR Services' continued reliance on the Elite Claim estimate throughout the appraisal, as well as its submission of the Sworn Statement in Proof of Loss, constituted an intentional misrepresentation and concealment of material fact from Tower Hill.

Ricky McGraw also violated Florida State Statute 812.014 (1)(a)(2)(a), Grand Theft because he endeavored to obtain more than \$100,000.00 from Tower Hill Insurance through false and fraudulent means with intent to permanently deprive Tower Hill Insurance of the money.

 #532

Detective Rebecca Prince-Swift  
Division of Investigative & Forensic Services  
Bureau of Insurance Fraud

Subscribed to and Sworn before me this 30<sup>th</sup> day of October 2023, by, Detective Rebecca Prince-Swift, who is personally known to me.

 100156

GLEN CLASEN, LIEUTENANT  
Law Enforcement Officer (F.S.S. 117.10)

IV. DESCRIPTION OF SUBJECT

Name: Ricky Lynn McGraw

Race: White

Sex: Male

Date of  
Birth: 02/14/1986

Height: 6'05"

Weight: 200

Hair: Brown

Eyes: Brown

Social  
Security  
Number:



Driver's  
License M260-732-86-054-0  
Number:

Alien #: N/A State I.D. #: N/A

Last Known Mailing Address: 16 Golf View Drive  
Dorado, Puerto Rico  
00646-1901

Telephone: (317) 679-9858

Last Known Physical Address: 16 Golf View Drive  
Dorado, Puerto Rico  
00646-1901

Telephone: (317) 679-9858

Arrest History: NONE

