

IN THE CIRCUIT COURT OF THE 19TH
JUDICIAL CIRCUIT IN AND FOR
MARTIN COUNTY, FLORIDA

CASE NO.

TOWER HILL PRIME INSURANCE
COMPANY,

Plaintiff,

v.

SFR SERVICES, L.L.C., et al.,

Defendants.

COMPLAINT

Plaintiff, TOWER HILL PRIME INSURANCE COMPANY ("Tower Hill"), by and through the undersigned counsel, hereby sues SFR SERVICES, L.L.C., RICKY MCGRAW, ELITE CLAIMS CONSULTANTS, LLC, MATTHEW MCGRAW, MCGRAW PROPERTY SOLUTIONS, LLC, and WILL MYNATT and in support thereof state as follows:

PARTIES, JURISDICTION, AND VENUE

1. This is an action for damages in excess of \$50,000 exclusive of claimed interest, costs, and attorney's fees.

2. At all times relevant to the claims in this lawsuit, TOWER HILL PRIME INSURANCE COMPANY, is a Florida insurance corporation that is authorized to conduct insurance business in Florida, and which maintains its principal place of business in Alachua County, Florida.

3. Defendant, SFR SERVICES, LLC ("SFR Services"), is a Florida Limited Liability Company with its principal place of business in Stuart, Florida. SFR Services purports to offer roofing services in Florida, but rather it is a business enterprise that aims to procure the insurance

rights of homeowners and other property owners in Florida for the sole purpose of trying to use said rights to price gouge and defraud insurance companies, including Tower Hill, by the preparation and presentation of deceptive and misleading estimates and claims.

4. Defendant, RICKY MCGRAW ("McGraw"), is an individual who resides in Martin County, Florida, and is a managing and authorized member of SFR Services and McGraw Property Solutions, LLC. He is the principal owner and controls and authorizes the actions and conduct of SFR Services, LLC, including its estimating processes.

5. Defendant, ELITE CLAIMS CONSULTANTS, LLC ("Elite Claims"), is a Florida Limited Liability Company with its principal place of business in Estero, Florida but conducting business throughout the State of Florida, including but not limited to Martin County, Florida. Elite Claims purports to be a Florida-licensed public adjusting firm but was incorporated for the sole purpose of illegitimately driving up claim settlement amounts for, amongst others, SFR Services, by the preparation and presentation of deceptive and misleading estimates and claims.

6. Defendant, MATTHEW MCGRAW ("M. McGraw"), is an individual who resides in Lee County, Florida, and is a managing and authorized member of Elite Claims.

7. Defendant, MCGRAW PROPERTY SOLUTIONS, LLC ("McGraw Property") is a Florida Limited Liability Company with its principal place of business in Stuart, Florida. McGraw Property is an entity utilized by some or all of the other named defendants to prepare and finalize fraudulent estimates prepared and/or presented by SFR Services and/or Elite Claims, process subcontractor invoices, and in many instances, is the entity issuing payment to SFR Services' employees/independent contractors.

8. Defendant, WILL MYNATT ("Mynatt") is an individual who resides in Lee County, Florida, and works for SFR Services. At all times relevant, Mynatt was a salesman for

SFR Services who entered into contracts on SFR Services behalf with homeowners and insureds of Tower Hill, and engaged in television, internet, physical, and point of sale marketing for SFR Services. Mr. Mynatt's actions were an integral part of SFR Services' scheme to submit deceptive and misleading estimates and claims as he falsely advertised and worked to procure meritless claims to report and submit to Tower Hill.

9. Venue is proper in Martin County, Florida as five of the named defendants live in or have their principal place of business located in Martin County. Venue is proper for the two named defendants who live in or have their principal place of business located in Lee County, Florida under Fla. Stat. § 47.021.

10. All conditions precedent to the filing of this action have either been satisfied or waived by Defendants.

FACTUAL ALLEGATIONS COMMON TO ALL COUNTS

I. SFR Services Induced Florida Property Owners to Assign Away Their Insurance Benefits

11. After Hurricane Irma passed, SFR Services began entering into Assignment of Benefits contracts with homeowners and associations throughout the State of Florida.

12. SFR Services utilized deceptive and unfair trade practices in how it dealt with Tower Hill's policyholders/homeowners by, among other things:

(a) utilizing bait and switch tactics, whereby SFR Services would promise homeowners that it would replace their roofs whether their insurance claims were ultimately paid by the insurance carriers or not, which Mynatt has confirmed was the practice and which Mynatt further confirmed never was the actual intention of SFR Services and was never actually carried out;

(b) offering to policyholders the right to waive payment of their deductibles under their insurance policies for repairs to be made in exchange for referrals to SFR Services of other potential policyholders, which in turn resulted in overpayments by Tower Hill to SFR Services as Tower Hill was induced and misled into absorbing the deductible. *See Fla. Stat. § 817.234(7)(a) and (d);*

(c) having unlicensed employees and salespersons provide “free inspections” of the respective policyholders’ roof under the guise of these salespersons being “licensed roofers”. These unlicensed “roofers” would then “advise” the unknowing policyholders that their roofs “needed to be replaced” and then SFR Services would persuade and influence the unsuspecting policyholders to make baseless insurance claims to their carriers, and then assign those claims to SFR Services;

(d) advising the policyholders that SFR Services was going to “work with” Tower Hill to resolve the assigned claims, but rarely, if ever, advising the policyholders that its true intention was to submit knowingly inflated estimates to Tower Hill and, if Tower Hill would not agree to simply pay the inflated estimates, engage in litigation against Tower Hill in the name of the policyholders, all under the auspices that SFR Services would actually be performing the work;

(e) entering into “letter of protection” agreements with policyholders after the passage of Fla. Stat. § 627.7152 that attempted to first, circumvent the prohibition on cancellation penalties outlawed in assignment of benefits contracts, and later, to circumvent the prohibition of such assignment agreements altogether. Essentially, SFR Services would knowingly enter into these agreements with unsuspecting policyholders using its own lawyers, and then would claim the agreements were protected by the attorney-client

privilege so that no one could see that they were attempting to illegally contract around the statutory prohibitions on their business model and conduct. Through this set up, SFR Services retained ultimate control over whether the claim was to be settled, litigated, etc.

(f) engaging in unlicensed public adjusting and violating the public adjusting laws of the State of Florida by representing that there was covered damage to the policyholder's home when there was not, advising that there was no risk to the policyholder in making a claim, charging more than the statutorily allowed rate for handling or adjusting claims, not providing an estimate to the policyholder within 60 days of engagement in a contract, all in violation of the following statutory provisions: Fla. Stat. § 626.854(1), (11), (12), (13), (16), and (23).

Some or all of the foregoing acts set forth in subparagraphs (a) through (f) were specifically and expressly committed in each of the claims listed on **Exhibit "1"**.

13. The "free roof inspections" mentioned above were performed by sales representatives (such as Mynatt), many of whom had little, if any, actual construction experience and had never received formal training on how properly walk on a tile roof surface without causing damage, much less identifying storm-related damage. Yet, SFR would make inflated roof replacement demands based off of these "inspections."

14. Following the "free roof inspections" and despite lacking any objective qualifications to make such statements, the SFR Services sales representatives would tell the property owners that their roofs sustained systemic damage due to Hurricane Irma, sometimes showing close-up photographs to make the damage seem worse than it was. In many instances they would mislead the homeowners into believing they were working for them without letting them know that they were using them to submit inflated claims and estimates to Tower Hill.

15. These unlicensed and unqualified sales representatives would then explain to the policyholders that they needed to replace the roof and should report a claim to Tower Hill.

16. It was a pattern and practice of SFR Services sales representatives to insinuate or affirmatively state that SFR Services would be doing the work themselves, both to the insureds and to Tower Hill. This was knowingly untrue.

17. In many instances, SFR Services' sales representatives made statements to the policyholders that Tower Hill was "required" to replace the roof or that they were "entitled" to have the roof replaced by Tower Hill (without ever having seen the policy). Moreover, SFR would almost never let the insured see the wildly inflated estimates it submitted to Tower Hill.

18. In addition, SFR Services' sales representatives would induce policyholders to sign the Assignment of Benefits contracts by telling policyholders they would get a new roof-either completely for free or for only the cost of their hurricane deductible-and that SFR Services would handle every aspect of the insurance claim.

19. In that way, SFR Services often engaged in unlicensed adjusting of claims by, inter alia, assisting with the presentation and filing of the claim, communicating with Tower Hill regarding the claim, and negotiating claims directly with Tower Hill. *See* Fla. Stat. § 626.854 (1), (11), (12), (13), (16), and (23).

20. Many of the policyholders duped into signing Assignment of Benefits contracts were elderly or seasonal residents.

21. As a result of the conduct set forth above, SFR caused the claims and lawsuits highlighted on **Exhibit "1"** to be filed against Tower Hill under false, deceptive, fraudulent, and unfair pretenses, which resulted in damages to Tower Hill. Specifically, the estimates submitted were intentionally inflated and were intentionally submitted as the "price" of the work such that

Tower Hill either (1) outright relied on the estimates and paid off of them or (2) relied on SFR Services' representation that the estimates were the only price known to SFR Services, when SFR Services actually knew that the work would be performed for substantially less, and thus had to had negotiation against the false estimates to try to figure out what to pay for the roofs at issue when Tower Hill would have simply paid the amount of the underlying subcontractor costs plus the standard 20% overhead and profit (notwithstanding overhead and profit not even being due).

II. The Scheme: After Securing an Assignment of Benefits, SFR Services Exploited Its Position by Submitting Knowingly Inflated Estimates to Tower Hill

22. Once positioned between Tower Hill and the policyholder via assignments of benefits, SFR Services took full advantage by submitting estimates two to three times the normal going rate for roof replacements and two to three times the amount they knew a subcontractor would charge them for the work.

23. SFR Services utilized a "proprietary" (i.e., illicit) estimating method to prepare estimates for roof replacements that were always knowingly inflated and many times wholly unnecessary.

24. SFR Services was, itself, charged at most \$1200 per square to replace residential tile roofs and \$1000 per square to replace commercial tile roofs by its subcontractor roofers.

25. Despite having replaced hundreds, if not thousands, of roofs throughout the State of Florida being charged by its subcontractors at most \$1200 per square, Services submitted estimates to Tower Hill representing that the roof replacement would cost double or triple this amount, and many times exceeded \$3000 per square. In doing so, SFR specifically and expressly represented that its total overhead and profit was 20% of the amount of the underlying cost of the actual work when in reality, it was even more than the underlying cost of the work.

26. SFR Services, either directly or indirectly via Elite Claims, also represented that the numbers contained in these egregiously inflated estimates were the only information they had regarding the actual cost of the work.

27. In reality, SFR Services had a rolodex of roofing subcontractors with whom it had previously negotiated flat “per square” rates, or whom it actually knew would do the work for \$1,200 per square or less.

28. Meaning that, at all times, SFR Services knew the work reflected in their or Elite Claims’ estimate could be done for a fraction of the amount reflected in the estimate. Yet, Defendants demanded the amount of the estimate.

29. Each and every estimate also included "overhead and profit" (which was represented to be 20% of the total estimate, but was, based on the subcontractor pricing, actually 50% or more) even when the roofs were replaced through its fictitious name, Knox Services.

30. Moreover, when temporary repairs were made by its subcontractors, SFR Services would double or triple the subcontractor's invoice and submit it to Tower Hill for payment.

31. If Tower Hill refused to pay these egregiously inflated estimates, SFR Services would threaten or file lawsuits or Civil Remedy Notices of Insurer Violation, thereby taking advantage of statutory mechanisms in place to protect insureds.

32. Simply put, in violation of Fla. Sta. § 817.234(1)(a), SFR Services and the rest of the defendants prepared, presented, caused to be prepared, and caused to be presented--or (conspired to do so--written statements in the form of demands, estimates, sworn statements in proof of loss, invoices, and proposals, to Tower Hill that were knowingly inflated and false and were based upon misleading or incomplete information regarding the value of the work it proposed to perform at the policyholders’ homes and properties highlighted on **Exhibit “1”**.

33. The scheme discussed above was done at the direction of McGraw and M. McGraw.

34. The scheme was carried out by McGraw himself as well as SFR Services, M. McGraw, Elite, Mynatt, and McGraw Property.

35. Each of the defendants benefited financially from this scheme to defraud Tower Hill by way of receiving compensation as a percentage of the fraudulently inflated claims overpaid by Tower Hill.

36. Accordingly, as a result of the scheme, Tower Hill has been caused to overpay on the insurance claims listed on **Exhibit "1"** due to (a) having false claims filed with/against it based on deceptive and fraudulent trade practices; (b) having intentionally inflated estimates submitted to it with corresponding demands for payment; (c) by having material information concealed and withheld by defendants related to the actual cost to repair or replace the roofs; (d) by having falsified sworn proofs of loss submitted under oath; (e) by having false testimony provided during litigation; and (f) having false information related to damage to the properties submitted to it. This scheme was expressly and specifically carried out in every instance related to every claim highlighted on **Exhibit "1"**. Tower Hill expressly and specifically relied upon these misrepresentations by overpaying claims submitted by SFR Services, and then having to expend litigation costs in defending litigation filed by SFR Services.

37. Specific to the estimates submitted by SFR Services and/or Elite Claims, at the direction of McGraw and M. McGraw, the representations made therein related to the amount of overhead charged by SFR Services, the amount of profit being charged by SFR Services, the amount of sales tax charged by SFR Services, and the amount for the actual construction work charged by SFR Services, were all specifically and expressly intentionally inflated and false.

38. SFR Services would also direct and instruct its subcontractors to hide and conceal documents and information from Tower Hill so that Tower Hill could never determine the true and correct information related to the claims being made to it.

39. In some instances, Tower Hill even paid for complete roof replacements that were never actually performed.

40. Additionally, as a direct result of SFR Services' wrongful acts, Tower Hill was forced to defend lawsuits brought by policyholders who were "released" from SFR Services' Assignment of Benefits contracts but relied on their statements as to the damage to their properties.

41. Given the self-concealing nature of fraud, there are likely infinitely more acts by the Defendants which support the causes of action asserted against them, which will further demonstrate the "pattern of criminal activity."

III. Ricky McGraw's Involvement in the Scheme

42. Defendant McGraw was, for lack of a better term, the mastermind behind the scheme.

43. McGraw participated in the formulation of a "proprietary" estimating method (i.e., manipulating an estimating program to create an estimate that was double or triple what he knew SFR Services would be charged for the work by subcontractors), submitted knowingly inflated estimates to Tower Hill, duped policyholders into signing Assignment of Benefits contracts, and provided false testimony under oath, among other fraudulent acts. This information has been confirmed during deposition by one of the primary estimators for SFR Services, Tom Devoe. Mr. Devoe confirmed that SFR Services intentionally inflated estimates at the direction of McGraw for purposes of defrauding insurance carriers, including Tower Hill, out of money.

44. In addition to engaging in intentionally deceptive acts that induced Tower Hill into overpaying for work performed by SFR Services (or its subcontractors), Ricky McGraw financially benefitted from the scheme as an owner of SFR Services.

45. Due to McGraw's wrongful acts, Tower Hill was sued by SFR Services and by insureds pursuant to secret letters of protection, which resulted in substantial "wrongful act" damages.

46. As a direct result of McGraw's actions, Tower Hill overpaid and/or incurred unnecessary costs and expenses for and on the claims listed on **Exhibit "1"**.

IV. Elite Claims' and Matthew McGraw's Involvement in the Scheme

47. Like his brother, M. McGraw was directly involved in the creation and implementation of SFR Services' illicit estimating methods.

48. In 2018, the Defendants realized another way to divert an even larger percentage of the claim settlement payments into their own accounts instead of Tower Hill's insureds or SFR Services' subcontractors.

49. Defendant M. McGraw obtained his public adjusting license and incorporated Elite Claims, a "public adjusting firm" that would charge a percentage for their "adjusting services."

50. In reality, Elite Claims was just an extension of SFR Services and employed the same "proprietary" estimating methods.

51. Defendant M. McGraw, in his time as an employee/agent of SFR Services and as a "public adjuster" with Elite Claims prepared and submitted knowingly inflated estimates to Tower Hill.

52. Elite Claims and M. McGraw also made demands for the knowingly inflated amounts to Tower Hill, filed Civil Remedy Notices of Insurer Violations against Tower Hill, and

threatened lawsuits and bad faith litigation against Tower Hill all on behalf of SFR Services and as part of the broader fraudulent scheme to exact monies not owed from Tower Hill through fraud, coercion, threat, harassment, and deception.

53. In addition to engaging in fraudulent acts, M. McGraw and Elite Claims benefitted financially from the scheme by charging and receiving fees based on the recovery on the fraudulent claims listed on **Exhibit “1”** from Tower Hill.

54. Due to the wrongful acts of Elite Claims and M. McGraw, Tower Hill was sued by SFR Services and/or by (in the name of) the policyholders, in the claims listed on **Exhibit “1,”** which resulted in substantial “wrongful act” damages.

55. The conduct of Elite Claims and Defendant M. McGraw directly caused Tower Hill to overpay dozens of insurance claims and incur thousands in litigation expenses to defend against lawsuits brought by SFR Services.

V. The Involvement of McGraw Property Solutions

56. Defendant McGraw Property Solutions prepared and processed fraudulent estimates and paid subcontractor invoices. In fact, McGraw Property Solutions was expressly paid by or on behalf of SFR Services for the preparation and/or presentation of the fraudulent estimates.

57. McGraw Property is and was involved in the coordination between subcontractors and SFR Services and worked to conceal this information from Tower Hill.

58. McGraw Property also was involved in directing and strategizing litigation filed by SFR Services and policyholders (pursuant to letters of protection with SFR Services) against Tower Hill to recover on the fraudulent invoices and fraudulent claims listed on **Exhibit “1”**.

59. Defendant McGraw Property Solutions was funded by ill-gotten gains obtained and exacted from Tower Hill on the claims listed on **Exhibit “1”** by way of the scheme described herein.

VI. Mynatt's Role in the Scheme

60. Defendant Mynatt was one of many unqualified "sales representatives" who inspected roofs on behalf of SFR Services and lured unsuspecting homeowners into assigning away their homeowners insurance benefits.

61. Mynatt had no training or experience in roofing to be able to make the representations he made to homeowners, i.e., that there was storm damage to their roofs and their roofs needed to be replaced; prior to joining SFR Services, Mynatt worked in accounting.

62. Mynatt also authored and disseminated false and misleading statements, including his "Deny, Delay, Underpay" manifesto and appearing for publicly aired interviews, and provided legal advice to SFR Services' customers despite the fact that Mynatt is not an attorney.

63. Mynatt advised many of the policyholders of Tower Hill (highlighted on **Exhibit “1”**) that they had Hurricane Irma related damages when, in fact, they did not, or that they had not been fully paid by Tower Hill when, in fact, they had been fully paid. He also failed to advise them of the 20% cancellation penalties contained in the Assignment of Benefits Contracts issued by SFR Services to the policyholders.

64. Mynatt was also part of the advertising campaign and plan that represented that SFR Services would perform roof replacements for policyholders whether they recovered from insurance companies such as Tower Hill or not.

65. Mynatt has confirmed in sworn deposition testimony in this case that he participated in the foregoing conduct and carried this out at the direction of R. McGraw, knowingly and intentionally.

**COUNT I – VIOLATION OF FLORIDA'S DECEPTIVE
AND UNFAIR TRADE PRACTICES ACT
(AGAINST DEFENDANT SFR SERVICES)**

66. Tower Hill incorporates by reference the allegations contained in paragraphs 1 through 65 as if fully set forth herein.

67. As discussed in more detail above, SFR Services has engaged in unfair, deceptive, and unconscionable actions and/or acts of unfair competition; these include bait-and-switch tactics, false door-to-door tactics, interference with business relations, leveraging proportionally unequal bargaining positions, and engaging in practices that disadvantage consumers. This includes, but is not limited to, the specific act of knowingly submitting deceptively and misleadingly inflated insurance estimates and claims to Tower Hill.

68. These acts constitute violations of Fla. Stat. § 501.201, et seq., including Fla. Stat. § 501.204 and § 501.203. The specific acts are laid out specifically in the description of the entire scheme of SFR Services in Paragraphs 1 through 65 above, which are, again, incorporated herein.

69. Additionally, SFR has committed per se violations of FDUTPA as described in paragraph 12 supra, and pursuant to Fla. Stat. §§ 501.203(3) and (4) and § 501.211 by violating Fla. Stat. §§ 817.234(2), (6), (7)(d) and Fla. Stat. § 626.854(7), (15) and (19)(a), (b), and (d).

70. SFR Services committed these actions and omissions in the following insurance claims, for which **Exhibit “2”** contains the specific and particular estimates that SFR submitted to Tower Hill for each such claim, along with the specific and particular Assignment of Benefits Contract for each claim. The estimates contained in **Exhibit “2”** are dated and have been produced

to SFR Services in discovery and—along with the emails submitting them to Tower Hill—are specifically incorporated herein.

Claim No. 3300241125 (Williams)

Claim No. 3300304639 (Thom)

Claim No. 3300344946 (Storm)

Claim No. 3300291529 (Savarese)

Claim No. 3300346400 (Schorr)

Claim No. 3300309152 (Messana)

Claim No. 3300335903 (McGinness)

Claim No. 3300288017 (Berryman)

Claim No. 3300286782 (Arch/Kullman)

Claim No. 3300282452 (Vickaryous)

Claim No. 3300329768 (Streeter)

Claim No. 3300278602 (Stahl)

Claim No. 3300309909 (Sica)

Claim No. 3300237978 (Hack)

Claim No. 3300262700 (Larkin)

Claim No. 3300283218 (Patton)

Claim No. 3300246060 (Gervace)

Claim No. 3300241215 (Trykoff)

Claim No. 3300333934 (Pfadenhauer)

Claim No. 3300248615 (Smith)

Claim No. 3300278160 (Lazzara-Morrison)

Claim No. 3300285084 (Oakey)

Claim No. 330030566 (Bigeleisen)

Claim No. 3300334167 (Dent)

Claim No. 3300280875 (Ach)

Claim No. 3300256283 (Rus)

Claim No. 3300287714 (Lyba)

Claim No. 3300246302 (Patullo)

Claim No. 3300321665 (Fertel)

Claim No. 3300319287 (Narcise)

Claim No. 3300309724 (Summers)

Claim No. 3300225515 (Dendis)

Claim No. 3300235736 (Kraft)

71. In each of the above-listed claims, SFR Services would submit knowingly inflated estimates to Tower Hill for payment with the intent to deceive and mislead Tower Hill. Moreover, SFR Services used the unequal bargaining position it garnered through Assignment of Benefits Contracts that it entered into with the insured homeowners for each of the above-listed claims to place itself in a negotiating position that made it impossible for Tower Hill to be able to utilize standard market rates and pricing for the work to be performed, but instead forced Tower Hill to deal with SFR Services in a proverbial “game” of “pay us or get sued for breach of contract, and, potentially, insurer bad faith.” The estimates and assignment of benefits are attached hereto as **Exhibit “2”**.

72. These acts and omissions committed by SFR Services have caused damage to the insured consumers, as well as Tower Hill as a consumer and a legitimate commercial business interest.

73. Tower Hill —and its insureds—have been injured as a direct result of SFR Services' conduct.

74. These damages include, but are not limited to, the overpayment of insurance claim settlements (including statutory attorneys' fees, costs, and interest to SFR Services' lawyers), costs associated with defending itself in multiple lawsuits brought by policyholders "released" from Assignment of Benefits contracts, and attorneys' fees and costs incurred in this lawsuit.

WHEREFORE, Tower Hill seeks judgment in its favor on this count pursuant to Fla. Stat. 501.201 et seq., and seeks an award of its actual and consequential damages pursuant to Fla. Stat. § 501.2105 and 501.211 (including damages available under the Wrongful Acts Doctrine), attorneys' fees, costs, interest, and all other relief this Court deems just and proper.

**COUNT II- VIOLATION OF FLORIDA'S CIVIL RICO ACT, i.e., CHAPTER 772 -
FLORIDA'S CIVIL REMEDIES FOR CRIMINAL ACTS
(AGAINST ALL DEFENDANTS)**

75. Tower Hill incorporates by reference the allegations contained in paragraph 1 through 65 as if fully set forth herein.

76. Since the passage of Hurricane Irma, SFR Services has been utilized by all of the Defendants for the purpose of defrauding Tower Hill into overpaying insurance claims as discussed more thoroughly in paragraphs 1 through 65.

77. SFR Services is not only a singular entity and actor, but it is, in and of itself, an enterprise for purposes of Florida's RICO Act.

78. Every other Defendant was employed by, funded by, or compensated for its involvement in SFR Services' pattern of criminal activity.

79. Every other Defendant participated directly or indirectly in SFR Services' affairs.

80. Every Defendant is a member or part of the criminal enterprise.

81. SFR Services and the Defendants knowingly inflated estimates in each and every one of the insurance claims reported or presented to Tower Hill, which are highlighted on **Exhibit "1."** Defendants did so with the intent to mislead or deceive Tower Hill into overpaying insurance claims. Defendants did so on many other claims submitted to Tower Hill, for which damages are not being sought, but which further demonstrate the "pattern of criminal activity."

82. Each of these is a separate and distinct violation of Fla. Stat. § 817.234(1)(a).

83. The precise fraudulently inflated estimates submitted to Tower Hill are all of those contained within **Exhibit "2,"** which are specifically dated, and each apply to a specific one of the claims listed on **Exhibit "1"** as listed below in paragraph 85.

84. The foregoing conduct makes up multiple instances of unlawful criminal acts in violation of Chapters 895 and 772, Florida Statutes, and constitutes a "pattern of criminal activity." This pattern of criminal activity is ongoing in nature, resulting in Tower Hill relying upon the representations and acts of Defendants, and further resulting in it overpaying on the aforementioned insurance claims and then having to expend substantial resources in defending litigation filed by SFR Services related to such claims.

85. Tower Hill has been damaged by the actions of SFR Services, for itself as an entity and as an enterprise, along with the other Defendant associates of the broader enterprise in each of the claims listed below, for which Defendants prepared, presented, caused to be prepared, or caused to be presented knowingly deceptive and misleading estimates for each claim below. The estimates

for each claim set forth below have been attached hereto within **Exhibit “2.”** The estimates are expressly and specifically dated and were each submitted by and on behalf of SFR Services to Tower Hill.

Claim No. 3300241125 (Williams)

Claim No. 3300304639 (Thom)

Claim No. 3300344946 (Storm)

Claim No. 3300291529 (Savarese)

Claim No. 3300346400 (Schorr)

Claim No. 3300309152 (Messana)

Claim No. 3300335903 (McGinness)

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Claim No. 3300246060 (Gervace)

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Claim No. 3300278160 (Lazzara-Morrison)

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Claim No. 330030566 (Bigeleisen)

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Claim No. 3300280875 (Ach)

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Claim No. 3300287714 (Lyba)

Claim No. 3300246302 (Patullo)

Claim No. 3300321665 (Fertel)

Claim No. 3300319287 (Narcise)

Claim No. 3300309724 (Summers)

Claim No. 3300225515 (Dendis)

Claim No. 3300235736 (Kraft)

86. Section 772.104 provides Tower Hill the right to pursue a private cause of action for money damages due to foregoing criminal violations of Fla. Stat. § 817.234, which constitute a pattern of criminal activity. *See also* Fla. Stat. §§ 772.102 and 772.103.

WHEREFORE, Tower Hill seeks judgment in its favor on this count and seeks an award of its actual and consequential (including damages available under the Wrongful Acts Doctrine), treble damages, attorneys' fees, costs, interest, and all other relief this Court deems just and proper.

**COUNT III – CONSPIRACY TO VIOLATE FLORIDA’S CIVIL RICO ACT, *i.e.*
CHAPTER 772 – CIVIL REMEDIES FOR CRIMINAL ACTS
(AGAINST ALL DEFENDANTS)**

87. Tower Hill incorporates by reference the allegations contained in paragraph 1 through 65 as if fully set forth herein.

88. Since the passage of Hurricane Irma, SFR Services has been utilized by all of the Defendants for the purpose of defrauding Tower Hill into overpaying insurance claims as discussed more thoroughly in paragraphs 1 through 65.

89. SFR Services is not only a singular entity and actor, but it is, in and of itself, an enterprise for purposes of Florida's RICO Act.

90. Every other Defendant was employed by, funded by, or compensated for its involvement in SFR Services' pattern of criminal activity. The Defendants, including SFR Services, made up a broader enterprise consisting of all of the Defendants.

91. Every other Defendant participated directly or indirectly in SFR Services' affairs and in the enterprise.

92. SFR Services and the Defendants conspired to knowingly inflate estimates in each and every one of the insurance claims reported or presented to Tower Hill, which are highlighted on **Exhibit "1."** Defendants conspired to do so on many other claims submitted to Tower Hill, for which damages are not being sought, but which further demonstrate the "pattern of criminal activity."

93. The foregoing was a conspiracy to commit a pattern of criminal activity in violation of Fla. Stat. §817.234 and, as a result, Fla. Stat. §772.103.

94. The precise fraudulently inflated estimates that Defendants collectively conspired to submit to Tower Hill are all of those contained within **Exhibit "2,"** which are specifically dates and each apply to a specific one of the claims listed on **Exhibit "1"** as listed below in paragraph 96.

95. The foregoing conduct constitutes a conspiracy to carry out a "pattern of criminal activity." This pattern of criminal activity is ongoing in nature.

96. Tower Hill has been damaged by the actions of SFR Services, for itself as an entity and as an enterprise, along with the other Defendant associates of the enterprise in each of the claims listed below, for which Defendants conspired to prepare, present, cause to be prepared, or cause to be presented knowingly deceptive and misleading estimates for each claim below. The estimates for each claim set forth below have been attached hereto within **Exhibit "2."** The estimates are expressly and specifically dated and were each submitted by and on behalf of SFR Services to Tower Hill.

Claim No. 3300241125 (Williams)

Claim No. 3300304639 (Thom)

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Claim No. 3300333934 (Pfadenhauer)

Claim No. 3300248615 (Smith)

Claim No. 3300278160 (Lazzara-Morrison)

Claim No. 3300285084 (Oakey)

Claim No. 330030566 (Bigeleisen)

Claim No. 3300334167 (Dent)

Claim No. 3300280875 (Ach)

Claim No. 3300256283 (Rus)

Claim No. 3300287714 (Lyba)

Claim No. 3300246302 (Patullo)

Claim No. 3300321665 (Fertel)

Claim No. 3300319287 (Narcise)

Claim No. 3300309724 (Summers)

Claim No. 3300225515 (Dendis)

Claim No. 3300235736 (Kraft)

97. Section 772.104 provides Tower Hill the right to pursue a private cause of action for money damages due to foregoing conspiracy to commit criminal violations of Fla. Stat. § 817.234, which constitutes a conspiracy to commit a pattern of criminal activity. *See also* Fla. Stat. §§ 772.102 and 772.103.

WHEREFORE, Tower Hill seeks judgment in its favor on this count and seeks an award of its actual and consequential (including damages available under the Wrongful Acts Doctrine), treble damages, attorneys' fees, costs, interest, and all other relief this Court deems just and proper.

**COUNT IV– INSURANCE FRAUD PURSUANT TO CHAPTER 772, FLORIDA
STATUTES AND A PATTERN OF VIOLATIONS OF FLA. STAT. § 817.234
(AGAINST DEFENDANT SFR SERVICES)**

98. Tower Hill incorporates by reference the allegations contained in paragraph 1 through 65 as if fully set forth herein.

99. Since the passage of Hurricane Irma, SFR Services knowingly inflated estimates in each and every one of the insurance claims reported or presented to Tower Hill, which are highlighted on **Exhibit “1.”** SFR Services did so with the intent to mislead or deceive Tower Hill into overpaying insurance claims. SFR did so on many other claims submitted to Tower Hill, for which damages are not being sought, but which further demonstrate the “pattern of criminal activity.”

100. Each of the aforementioned acts is a separate and distinct violation of Fla. Stat. § 817.234(1)(a).

101. The precise fraudulently inflated estimates submitted to Tower Hill are all of those contained within **Exhibit “2,”** which are specifically dated, and each apply to a specific one of the claims listed on **Exhibit “1”** as listed below in paragraph 104.

102. The foregoing conduct makes up multiple instances of unlawful criminal acts in violation of Chapters 895 and 772, Florida Statutes, and constitutes a "pattern of criminal activity." This pattern of criminal activity is ongoing in nature.

103. Tower Hill has been damaged by the actions of SFR Services in each of the claims listed below, for which SFR prepared, presented, caused to be prepared, or caused to be presented

knowingly deceptive and misleading estimates for each claim below. The estimates for each claim set forth below have been attached hereto within **Exhibit “2.”** The estimates are expressly and specifically dated and were each submitted by and on behalf of SFR Services to Tower Hill.

104. Each claim wherein SFR Services engaged in this conduct constitutes a separate act of insurance fraud:

Claim No. 3300241125 (Williams)

Claim No. 3300304639 (Thom)

Claim No. 3300344946 (Storm)

Claim No. 3300291529 (Savarese)

Claim No. 3300346400 (Schorr)

Claim No. 3300309152 (Messana)

Claim No. 3300335903 (McGinness)

Claim No. 3300288017 (Berryman)

Claim No. 3300286782 (Arch/Kullman)

Claim No. 3300282452 (Vickaryous)

Claim No. 3300329768 (Streeter)

Claim No. 3300278602 (Stahl)

Claim No. 3300309909 (Sica)

Claim No. 3300237978 (Hack)

Claim No. 3300262700 (Larkin)

Claim No. 3300283218 (Patton)

Claim No. 3300246060 (Gervace)

Claim No. 3300241215 (Trykoff)

Claim No. 3300333934 (Pfadenhauer)

Claim No. 3300248615 (Smith)

Claim No. 3300278160 (Lazzara-Morrison)

Claim No. 3300285084 (Oakey)

Claim No. 330030566 (Bigeleisen)

Claim No. 3300334167 (Dent)

Claim No. 3300280875 (Ach)

Claim No. 3300256283 (Rus)

Claim No. 3300287714 (Lyba)

Claim No. 3300246302 (Patullo)

Claim No. 3300321665 (Fertel)

Claim No. 3300319287 (Narcise)

Claim No. 3300309724 (Summers)

Claim No. 3300225515 (Dendis)

Claim No. 3300235736 (Kraft)

105. Section 772.104 provides Tower Hill the right to pursue a private cause of action for money damages due to foregoing criminal violations of Fla. Stat. § 817.234, which constitute a pattern of criminal activity. *See also* Fla. Stat. §§ 772.102 and 772.103.

106. Tower Hill has suffered significant damage as a result of SFR Services' aforementioned pattern of criminal activity, resulting in it relying upon the representations and acts of SFR Services, and further resulting in it overpaying on the aforementioned insurance claims and then having to expend substantial resources in defending litigation filed by SFR Services related to such claims.

WHEREFORE, Tower Hill seeks judgment in its favor on this count and seeks an award of its actual and consequential (including damages available under the Wrongful Acts Doctrine incurred in defending lawsuits brought by policyholders "released" from SFR Services' Assignment of Benefits contracts), treble damages, disgorgement of ill-gotten profits, attorneys' fees, costs, interest, and all other relief this Court deems just and proper.

**COUNT V – INSURANCE FRAUD PURSUANT TO CHAPTER 772, FLORIDA
STATUTES AND A PATTERN OF VIOLATIONS OF FLA. STAT. § 817.234
(AGAINST DEFENDANT RICKY MCGRAW)**

107. Tower Hill incorporates by reference the allegations contained in paragraph 1 through 65 as if fully set forth herein.

108. Since the passage of Hurricane Irma, McGraw knowingly inflated estimates in each and every one of the insurance claims reported or presented to Tower Hill, which are highlighted on **Exhibit “1.”** McGraw did so as the president, principal, and manager of SFR Services with full authority over all claims submitted to Tower Hill. McGraw did so with the intent to mislead or deceive Tower Hill into overpaying insurance claims. McGraw did so on many other claims submitted to Tower Hill, for which damages are not being sought, but which further demonstrate the “pattern of criminal activity.”

109. Each of the aforementioned acts is a separate and distinct violation of Fla. Stat. § 817.234(1)(a).

110. The precise fraudulently inflated estimates submitted to Tower Hill are all of those contained within **Exhibit “2,”** which are specifically dated, and each apply to a specific one of the claims listed on **Exhibit “1”** as listed below in paragraph 113.

111. The foregoing conduct makes up multiple instances of unlawful criminal acts in violation of Chapters 895 and 772, Florida Statutes, and constitutes a "pattern of criminal activity." This pattern of criminal activity is ongoing in nature.

112. Tower Hill has been damaged by the actions of McGraw in each of the claims listed below, for which McGraw prepared, presented, caused to be prepared, or caused to be presented knowingly deceptive and misleading estimates for each claim below. The estimates for each claim set forth below have been attached hereto within **Exhibit "2."** The estimates are expressly and specifically dated and were each submitted by and on behalf of SFR Services to Tower Hill at the direction of, and with the authority of, McGraw.

113. Each claim wherein McGraw engaged in this conduct constitutes a separate act of insurance fraud:

Claim No. 3300241125 (Williams)

Claim No. 3300304639 (Thom)

Claim No. 3300344946 (Storm)

Claim No. 3300291529 (Savarese)

Claim No. 3300346400 (Schorr)

Claim No. 3300309152 (Messana)

Claim No. 3300335903 (McGinness)

Claim No. 3300288017 (Berryman)

Claim No. 3300286782 (Arch/Kullman)

Claim No. 3300282452 (Vickaryous)

Claim No. 3300329768 (Streeter)

Claim No. 3300278602 (Stahl)

Claim No. 3300309909 (Sica)

Claim No. 3300237978 (Hack)

Claim No. 3300262700 (Larkin)

Claim No. 3300283218 (Patton)

Claim No. 3300246060 (Gervace)

Claim No. 3300241215 (Trykoff)

Claim No. 3300333934 (Pfadenhauer)

Claim No. 3300248615 (Smith)

Claim No. 3300278160 (Lazzara-Morrison)

Claim No. 3300285084 (Oakey)

Claim No. 330030566 (Bigeleisen)

Claim No. 3300334167 (Dent)

Claim No. 3300280875 (Ach)

Claim No. 3300256283 (Rus)

Claim No. 3300287714 (Lyba)

Claim No. 3300246302 (Patullo)

Claim No. 3300321665 (Fertel)

Claim No. 3300319287 (Narcise)

Claim No. 3300309724 (Summers)

Claim No. 3300225515 (Dendis)

Claim No. 3300235736 (Kraft)

114. Section 772.104 provides Tower Hill the right to pursue a private cause of action for money damages due to foregoing criminal violations of Fla. Stat. § 817.234, which constitute a pattern of criminal activity. *See also* Fla. Stat. §§ 772.102 and 772.103.

115. Tower Hill has suffered significant damage as a result of McGraw's aforementioned pattern of criminal activity, resulting in it relying upon the representations and acts of McGraw, and further resulting in it overpaying on the aforementioned insurance claims and then having to expend substantial resources in defending litigation filed by SFR Services related to such claims.

WHEREFORE, Tower Hill seeks judgment in its favor on this count and seeks an award of its actual and consequential (including damages available under the Wrongful Acts Doctrine incurred in defending lawsuits brought by policyholders "released" from SFR Services' Assignment of Benefits contracts), treble damages, disgorgement of ill-gotten profits, attorneys' fees, costs, interest, and all other relief this Court deems just and proper.

**COUNT VI – INSURANCE FRAUD PURSUANT TO CHAPTER 772, FLORIDA
STATUTES AND A PATTERN OF VIOLATIONS OF FLA. STAT. § 817.234
(AGAINST DEFENDANT ELITE CLAIMS)**

116. Tower Hill incorporates by reference the allegations contained in paragraph 1 through 65 as if fully set forth herein.

117. Since the passage of Hurricane Irma, Elite Claims knowingly inflated estimates in numerous insurance claims reported or presented to Tower Hill, which are highlighted on **Exhibit “1.”** Elite Claims did so as the public adjuster for SFR Services and did so with self-proclaimed full authority to prepare and submit the estimates to Tower Hill at the direction and under the supervision of SFR Services. Elite Claims did so with the intent to mislead or deceive Tower Hill into overpaying insurance claims. Elite Claims did so on many other claims submitted to Tower

Hill as well, for which damages are not being sought, but which further demonstrate the “pattern of criminal activity.”

118. Each of the aforementioned acts is a separate and distinct violation of Fla. Stat. § 817.234(1)(a).

119. The precise fraudulently inflated estimates submitted to Tower Hill are all contained within **Exhibit “2,”** which are specifically dated, and each apply to a specific one of the claims listed on **Exhibit “1” and** as listed below in paragraph 122.

120. The described conduct of Elite Claims makes up multiple instances of unlawful criminal acts in violation of Chapters 895 and 772, Florida Statutes, and constitutes a "pattern of criminal activity." This pattern of criminal activity is ongoing in nature.

121. Tower Hill has been damaged by the actions of Elite Claims in each of the claims listed below, for which Elite Claims prepared, presented, caused to be prepared, or caused to be presented knowingly deceptive and misleading estimates for each claim below. Again, the specific estimates for each claim set forth below have been attached hereto within **Exhibit “2.”** The estimates are expressly and specifically dated, and were each prepared by, or caused to be prepared by, and presented by, or caused to be presented by, Elite Claims.

122. Each claim wherein Elite Claims engaged in this conduct as to Tower Hill constitutes a separate act of insurance fraud:

Claim No. 3300344946 (Storm)

Claim No. 3300346400 (Schorr)

Claim No. 3300335903 (McGinness)

Claim No. 3300329768 (Streeter)

Claim No. 3300237978 (Hack)

Claim No. 3300333934 (Pfadenhauer)

Claim No. 3300334167 (Dent)

Claim No. 3300321665 (Fertel)

Claim No. 3300319287 (Narcise)

123. Section 772.104 provides Tower Hill the right to pursue a private cause of action for money damages due to foregoing criminal violations of Fla. Stat. § 817.234, which constitute a pattern of criminal activity. *See also* Fla. Stat. §§ 772.102 and 772.103.

124. Tower Hill has suffered significant damage as a result of Elite Claims' aforementioned pattern of criminal activity, resulting in it relying upon the representations and acts of Elite Claims, and further resulting in it overpaying on the aforementioned insurance claims and then having to expend substantial resources in defending litigation filed by SFR Services related to such claims.

WHEREFORE, Tower Hill seeks judgment in its favor on this count and seeks an award of its actual and consequential (including damages available under the Wrongful Acts Doctrine incurred in defending lawsuits brought by policyholders "released" from SFR Services' Assignment of Benefits contracts), disgorgement of ill-gotten profits, treble damages, attorneys' fees, costs, interest, and all other relief this Court deems just and proper.

**COUNT VII– INSURANCE FRAUD PURSUANT TO CHAPTER 772, FLORIDA
STATUTES AND A PATTERN OF VIOLATIONS OF FLA. STAT. § 817.234
(AGAINST DEFENDANT MATTHEW MCGRAW)**

125. Tower Hill incorporates by reference the allegations contained in paragraph 1 through 65 as if fully set forth herein.

126. Since the passage of Hurricane Irma, M. McGraw knowingly inflated estimates in numerous insurance claims reported or presented to Tower Hill, which are highlighted on **Exhibit**

“1.” M. McGraw did so as and employee of and the public adjuster for SFR Services and did so with self-proclaimed full authority to prepare and submit the estimates to Tower Hill at the direction and under the supervision of SFR Services. M. McGraw did so with the intent to mislead or deceive Tower Hill into overpaying insurance claims. M. McGraw did so on many other claims submitted to Tower Hill as well, for which damages are not being sought, but which further demonstrate the “pattern of criminal activity.”

127. Each of the aforementioned acts is a separate and distinct violation of Fla. Stat. § 817.234(1)(a).

128. The precise fraudulently inflated estimates submitted to Tower Hill are all contained within **Exhibit “2,”** which are specifically dated, and each apply to a specific one of the claims listed on **Exhibit “1”** and as listed below in paragraph 131.

129. The described conduct of M. McGraw makes up multiple instances of unlawful criminal acts in violation of Chapters 895 and 772, Florida Statutes, and constitutes a "pattern of criminal activity." This pattern of criminal activity is ongoing in nature.

130. Tower Hill has been damaged by the actions of M. McGraw in each of the claims listed below, for which M. McGraw prepared, presented, caused to be prepared, or caused to be presented knowingly deceptive and misleading estimates for each claim below. Again, the specific estimates for each claim set forth below have been attached hereto within **Exhibit “2.”** The estimates are expressly and specifically dated, and were each prepared by, or caused to be prepared by, and presented by, or caused to be presented by, M. McGraw.

131. Each claim wherein M. McGraw engaged in this conduct as to Tower Hill constitutes a separate act of insurance fraud:

Claim No. 3300241125 (Williams)

Claim No. 3300304639 (Thom)

Claim No. 3300344946 (Storm)

Claim No. 3300291529 (Savarese)

Claim No. 3300346400 (Schorr)

Claim No. 3300309152 (Messana)

Claim No. 3300335903 (McGinness)

Claim No. 3300288017 (Berryman)

Claim No. 3300286782 (Arch/Kullman)

Claim No. 3300282452 (Vickaryous)

Claim No. 3300329768 (Streeter)

Claim No. 3300278602 (Stahl)

Claim No. 3300309909 (Sica)

Claim No. 3300237978 (Hack)

Claim No. 3300262700 (Larkin)

Claim No. 3300283218 (Patton)

Claim No. 3300246060 (Gervace)

Claim No. 3300241215 (Trykoff)

Claim No. 3300333934 (Pfadenhauer)

Claim No. 3300248615 (Smith)

Claim No. 3300278160 (Lazzara-Morrison)

Claim No. 3300285084 (Oakey)

Claim No. 330030566 (Bigeleisen)

Claim No. 3300334167 (Dent)

Claim No. 3300280875 (Ach)

Claim No. 3300256283 (Rus)

Claim No. 3300287714 (Lyba)

Claim No. 3300246302 (Patullo)

Claim No. 3300321665 (Fertel)

Claim No. 3300319287 (Narcise)

Claim No. 3300309724 (Summers)

Claim No. 3300225515 (Dendis)

Claim No. 3300235736 (Kraft)

132. Tower Hill has suffered significant damage as a result of M. McGraw's aforementioned pattern of criminal activity, resulting in it relying upon the representations and acts of M. McGraw, and further resulting in it overpaying on the aforementioned insurance claims and then having to expend substantial resources in defending litigation filed by SFR Services related to such claims.

WHEREFORE, Tower Hill seeks judgment pursuant to Chapter 772, Florida Statutes in its favor on this count and seeks an award of its actual and consequential (including damages available under the Wrongful Acts Doctrine incurred in defending lawsuits brought by policyholders "released" from SFR Services' Assignment of Benefits contracts), treble damages, disgorgement of ill-gotten profits, attorneys' fees, costs, interest, and all other relief this Court deems just and proper.

**COUNT VIII – INSURANCE FRAUD PURSUANT TO CHAPTER 772, FLORIDA
STATUTES AND A PATTERN OF VIOLATIONS OF FLA. STAT. § 817.234
(AGAINST DEFENDANT MCGRAW PROPERTY SOLUTIONS)**

133. Tower Hill incorporates by reference the allegations contained in paragraph 1 through 65 as if fully set forth herein.

134. Since the passage of Hurricane Irma, McGraw Property knowingly prepared and inflated estimates in numerous insurance claims reported or presented to Tower Hill, which are highlighted on **Exhibit “1.”** McGraw Property did so with the intent to mislead or deceive Tower Hill into overpaying insurance claims. McGraw Property did so on many other claims submitted to Tower Hill as well, for which damages are not being sought, but which further demonstrate the “pattern of criminal activity.”

135. Each of the aforementioned acts is a separate and distinct violation of Fla. Stat. § 817.234(1)(a).

136. The precise fraudulently inflated estimates submitted to Tower Hill are all contained within **Exhibit “2,”** which are specifically dated, and each apply to a specific one of the claims listed on **Exhibit “1”** and as listed below in paragraph 139.

137. The described conduct of McGraw Property makes up multiple instances of unlawful criminal acts in violation of Chapters 895 and 772, Florida Statutes, and constitutes a "pattern of criminal activity." This pattern of criminal activity is ongoing in nature.

138. Tower Hill has been damaged by the actions of McGraw Property in each of the claims listed below, for which McGraw Property prepared, presented, caused to be prepared, or caused to be presented knowingly deceptive and misleading estimates for each claim below. Again, the specific estimates for each claim set forth below have been attached hereto within **Exhibit “2.”** The estimates are expressly and specifically dated, and were each prepared by, or caused to be prepared by, and presented by, or caused to be presented by, McGraw Property.

139. Each claim wherein McGraw Property engaged in this conduct as to Tower Hill constitutes a separate act of insurance fraud:

Claim No. 3300241125 (Williams)

Claim No. 3300304639 (Thom)

Claim No. 3300344946 (Storm)

Claim No. 3300291529 (Savarese)

Claim No. 3300346400 (Schorr)

Claim No. 3300309152 (Messana)

Claim No. 3300335903 (McGinness)

Claim No. 3300288017 (Berryman)

Claim No. 3300286782 (Arch/Kullman)

Claim No. 3300282452 (Vickaryous)

Claim No. 3300329768 (Streeter)

Claim No. 3300278602 (Stahl)

Claim No. 3300309909 (Sica)

Claim No. 3300237978 (Hack)

Claim No. 3300262700 (Larkin)

Claim No. 3300283218 (Patton)

Claim No. 3300246060 (Gervace)

Claim No. 3300241215 (Trykoff)

Claim No. 3300333934 (Pfadenhauer)

Claim No. 3300248615 (Smith)

Claim No. 3300278160 (Lazzara-Morrison)

Claim No. 3300285084 (Oakey)

Claim No. 330030566 (Bigeleisen)

Claim No. 3300334167 (Dent)

Claim No. 3300280875 (Ach)

Claim No. 3300256283 (Rus)

Claim No. 3300287714 (Lyba)

Claim No. 3300246302 (Patullo)

Claim No. 3300321665 (Fertel)

Claim No. 3300319287 (Narcise)

Claim No. 3300309724 (Summers)

Claim No. 3300225515 (Dendis)

Claim No. 3300235736 (Kraft)

140. Section 772.104 provides Tower Hill the right to pursue a private cause of action for money damages due to foregoing criminal violations of Fla. Stat. § 817.234, which constitute a pattern of criminal activity. *See also* Fla. Stat. §§ 772.102 and 772.103.

141. Tower Hill has suffered significant damage as a result of McGraw Property's aforementioned pattern of criminal activity, resulting in it relying upon the representations and acts of McGraw Property, and further resulting in it overpaying on the aforementioned insurance claims and then having to expend substantial resources in defending litigation filed by SFR Services related to such claims.

WHEREFORE, Tower Hill seeks judgment pursuant to Chapter 772, Florida Statutes in its favor on this count and seeks an award of its actual and consequential (including damages available under the Wrongful Acts Doctrine incurred in defending lawsuits brought by policyholders

"released" from SFR Services' Assignment of Benefits contracts), treble damages, disgorgement of ill-gotten profits, attorneys' fees, costs, interest, and all other relief this Court deems just and proper.

**COUNT IX– INSURANCE FRAUD PURSUANT TO CHAPTER 772, FLORIDA
STATUTES AND A PATTERN OF VIOLATIONS OF FLA. STAT. § 817.234
(AGAINST DEFENDANT WILL MYNATT)**

142. Tower Hill incorporates by reference the allegations contained in paragraph 1 through 65 as if fully set forth herein.

143. Since the passage of Hurricane Irma, Mynatt knowingly participated in the submission of inflated estimates in numerous insurance claims reported or presented to Tower Hill, which are highlighted on **Exhibit “1.”** Mynatt did so with the intent to mislead or deceive Tower Hill into overpaying insurance claims. Mynatt did so on many other claims submitted to Tower Hill as well, for which damages are not being sought, but which further demonstrate the “pattern of criminal activity.”

144. Each of the aforementioned acts is a separate and distinct violation of Fla. Stat. § 817.234(1)(a).

145. The precise fraudulently inflated estimates submitted to Tower Hill are all contained within **Exhibit “2,”** which are specifically dated, and each apply to a specific one of the claims listed on **Exhibit “1”** and as listed below in paragraph 148.

146. The described conduct of Mynatt makes up multiple instances of unlawful criminal acts in violation of Chapters 895 and 772, Florida Statutes, and constitutes a "pattern of criminal activity." This pattern of criminal activity is ongoing in nature.

147. Tower Hill has been damaged by the actions of Mynatt in each of the claims listed below, for which Mynatt prepared, presented, caused to be prepared, or caused to be presented

knowingly deceptive and misleading estimates for each claim below. Again, the specific estimates for each claim set forth below have been attached hereto within **Exhibit “2.”** The estimates are expressly and specifically dated, and were each prepared by, or caused to be prepared by, and presented by, or caused to be presented by, Mynatt.

148. Each claim wherein Mynatt engaged in this conduct as to Tower Hill constitutes a separate act of insurance fraud:

Claim No. 3300304639 (Thom)

Claim No. 3300329768 (Streeter)

Claim No. 3300309909 (Sica)

Claim No. 3300237978 (Hack)

Claim No. 3300241215 (Trykoff)

Claim No. 3300285084 (Oakey)

Claim No. 330030566 (Bigeleisen)

Claim No. 3300246302 (Patullo)

Claim No. 3300319287 (Narcise)

Claim No. 3300309724 (Summers)

149. Section 772.104 provides Tower Hill the right to pursue a private cause of action for money damages due to foregoing criminal violations of Fla. Stat. § 817.234, which constitute a pattern of criminal activity. *See also* Fla. Stat. §§ 772.102 and 772.103.

150. Tower Hill has suffered significant damage as a result of Mynatt’s aforementioned pattern of criminal activity, resulting in it relying upon the representations and acts of Mynatt, and further resulting in it overpaying on the aforementioned insurance claims and then having to expend substantial resources in defending litigation filed by SFR Services related to such claims.

WHEREFORE, Tower Hill seeks judgment pursuant to Chapter 772, Florida Statutes in its favor on this count and seeks an award of its actual and consequential (including damages available under the Wrongful Acts Doctrine incurred in defending lawsuits brought by policyholders "released" from SFR Services' Assignment of Benefits contracts), treble damages, disgorgement of ill-gotten profits, attorneys' fees, costs, interest, and all other relief this Court deems just and proper.

**COUNT X – FRAUD
(AGAINST DEFENDANT SFR SERVICES)**

151. Tower Hill incorporates by reference the allegations contained in paragraphs 1 through 65 as if fully set forth herein.

152. In the following claims, Defendant SFR Services deliberately, willfully, and with malicious intent, submitted fraudulently inflated estimates in the following insurance claims:

Claim No. 3300241125 (Williams)

Claim No. 3300304639 (Thom)

Claim No. 3300344946 (Storm)

Claim No. 3300291529 (Savarese)

Claim No. 3300346400 (Schorr)

Claim No. 3300309152 (Messana)

Claim No. 3300335903 (McGinness)

Claim No. 3300288017 (Berryman)

Claim No. 3300286782 (Arch/Kullman)

Claim No. 3300282452 (Vickaryous)

Claim No. 3300329768 (Streeter)

Claim No. 3300278602 (Stahl)

Claim No. 3300309909 (Sica)

Claim No. 3300237978 (Hack)

Claim No. 3300262700 (Larkin)

Claim No. 3300283218 (Patton)

Claim No. 3300246060 (Gervace)

Claim No. 3300241215 (Trykoff)

Claim No. 3300333934 (Pfadenhauer)

Claim No. 3300248615 (Smith)

Claim No. 3300278160 (Lazzara-Morrison)

Claim No. 3300285084 (Oakey)

Claim No. 330030566 (Bigeleisen)

Claim No. 3300334167 (Dent)

Claim No. 3300280875 (Ach)

Claim No. 3300256283 (Rus)

Claim No. 3300287714 (Lyba)

Claim No. 3300246302 (Patullo)

Claim No. 3300321665 (Fertel)

Claim No. 3300319287 (Narcise)

Claim No. 3300309724 (Summers)

Claim No. 3300225515 (Dendis)

Claim No. 3300235736 (Kraft)

In the corresponding estimates submitted in each of these claims, SFR Services deliberately, willfully, and with malicious intent misrepresented the cost to repair the alleged damage, the

amount of the estimate that it would retain as overhead and profit, and that the estimate was the best information SFR Services had regarding the amount the work would actually cost.

153. **Exhibit “2”** contains all the fraudulently inflated estimates that are the subject of this cause of action. The date and author are apparent on the face of each estimate.

154. SFR Services actively and knowingly participated in the preparation and presentation of the fraudulent estimates submitted to Tower Hill, and there is no dispute that they were, in fact, submitted to Tower Hill.

155. The officers, directors, or managers of SFR Services, specifically Ricky McGraw (who, at all times, was a member or the sole member/manager of SFR Services), knowingly condoned, ratified, and consented to the preparation and presentation of the fraudulent estimates. There are myriad examples of this in McGraw’s prior deposition and trial testimony where he continues to stand by these estimates despite knowing they are fraudulent.

156. SFR Services as an entity directly contributed to Tower Hill’s damage by developing “macros” i.e., pre-generated estimate forms, which included line items it knew were unnecessary to fraudulently inflate the overall estimate.

157. SFR Services submitted the fraudulently inflated estimates to Tower Hill via email on multiple occasions beginning from the time the corresponding AOB was executed until the claim was resolved (including through litigation).

158. These fraudulently inflated estimates constitute false statements of material fact because they were submitted in the context of a property damage insurance claim and bear on the alleged value of the damage.

159. At the time SFR Services submitted these estimates (and every time thereafter), SFR Services knew that the work reflected in the estimate would not cost anywhere close to the amount reflected.

160. SFR Services continued to submit and rely upon these estimates despite knowing they contained false and misleading information; in several instances, SFR Services filed lawsuits against Tower Hill based on these fraudulent estimates.

161. In doing so, SFR Services not only caused monetary damage to Tower Hill, but also harmed the insureds whose properties and claims were in limbo for months if not years while SFR Services fought for a windfall.

162. It is because of reprehensible conduct like SFR Services' that the Florida Legislature began regulating, and ultimately outlawed, assignment agreements.

163. SFR Services made these statements (i.e., the estimates and amounts represented therein) and concealed material facts (knowing they could get the work done for a fraction of the stated amount) knowing they were false and with the intent to deceive Tower Hill.

164. Tower Hill was in fact deceived and relied upon SFR Services' representations often under the threat of litigation and a CRN by overpaying on these claims.

165. As a result of SFR Services' fraud, Tower Hill was damaged.

WHEREFORE, Tower Hill seeks judgment in its favor on this count and seeks an award of its actual and consequential damages, punitive damages, costs, interest, and all other relief this Court deems just and proper.

**COUNT XI – FRAUD
(AGAINST DEFENDANT ELITE CLAIMS)**

166. Tower Hill incorporates by reference the allegations contained in paragraphs 1 through 65 as if fully set forth herein.

167. In the following claims, Defendant Elite Claims deliberately, willfully, and with malicious intent, submitted fraudulently inflated estimates in the following insurance claims:

Claim No. 3300344946 (Storm)

Claim No. 3300346400 (Schorr)

Claim No. 3300335903 (McGinness)

Claim No. 3300329768 (Streeter)

Claim No. 3300237978 (Hack)

Claim No. 3300333934 (Pfadenhauer)

Claim No. 3300334167 (Dent)

Claim No. 3300321665 (Fertel)

Claim No. 3300319287 (Narcise)

In the corresponding estimates submitted in each of these claims, Elite Claims deliberately, willfully, and with malicious intent misrepresented the cost to repair the alleged damage, the amount of the estimate that SFR Services would retain as overhead and profit, and that the estimate was the best information SFR Services had regarding the amount the work would actually cost. Elite Claims did so in the capacity of SFR Services' public adjuster and with SFR Services' authority.

168. **Exhibit "2"** contains all the fraudulently inflated estimates that are the subject of this cause of action. The date and author are apparent on the face of each estimate.

169. Elite Claims actively and knowingly participated in the preparation and presentation of the fraudulent estimates submitted to Tower Hill, and there is no dispute that they were, in fact, submitted to Tower Hill.

170. The officers, directors, or managers of Elite Claims, specifically Matt McGraw (who, at all times, was a member or the sole member/manager of Elite Claims), knowingly condoned, ratified, and consented to the preparation and presentation of the fraudulent estimates as Matt McGraw was in charge of estimating. There are myriad examples of this in his prior testimony where he continues to stand by these estimates despite knowing they are fraudulent.

171. Elite Claims as an entity directly contributed to Tower Hill's damage by using "macros" i.e., pre-generated estimate forms, which included line items it knew were unnecessary to fraudulently inflate the overall estimate.

172. Elite Claims submitted the fraudulently inflated estimates to Tower Hill via email on multiple occasions beginning from the time the corresponding AOB was executed until the claim was resolved (including through litigation).

173. These fraudulently inflated estimates constitute false statements of material fact because they were submitted in the context of a property damage insurance claim and bear on the alleged value of the damage.

174. At the time Elite Claims submitted these estimates (and every time thereafter), Elite Claims knew that the work reflected in the estimate would not cost anywhere close to the amount reflected. This is because Elite Claims operated in the same space and utilized the same employees as SFR Services – it was separate from SFR Services in name only.

175. Elite Claims continued to submit and rely upon these estimates despite knowing they contained false and misleading information; in several instances, Elite Claims filed CRNs against Tower Hill based on these fraudulent estimates.

176. In doing so, Elite Claims not only caused monetary damage to Tower Hill, but also harmed the insureds whose properties and claims were in limbo for months if not years.

177. It is because of reprehensible conduct like Elite Claims' that the Florida Legislature began regulating, and ultimately outlawed, assignment agreements.

178. Elite Claims made these statements (i.e., the estimates and amounts represented therein) and concealed material facts (knowing they could get the work done for a fraction of the stated amount) knowing they were false and with the intent to deceive Tower Hill.

179. Tower Hill was in fact deceived and relied upon Elite Claims' representations often under the threat of litigation and a CRN by overpaying on these claims.

180. As a result of Elite Claims' fraud, Tower Hill was damaged.

WHEREFORE, Tower Hill seeks judgment in its favor on this count and seeks an award of its actual and consequential damages (including damages available under the wrongful acts doctrine incurred in defending lawsuits brought by SFR Services), punitive damages, costs, interest, and all other relief this Court deems just and proper.

DEMAND FOR JURY TRIAL

Tower Hill hereby demands a trial by jury of all issues so triable as a matter of right.

Dated: April 17, 2025

ZINOBER DIANA & MONTEVERDE, P.A.

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on April 17, 2025, a true and correct copy of the foregoing was served via email in accordance with Fla. R. Gen. Prac. & Jud. Admin. 2.516 upon the following counsel of record: The Texas Trial Group, PC, Ryan Downton, Esquire to: ryan@thetexastrialgroup.com, 875 Carr 693, Ste 103, Dorado, PR 00646, *Co-counsel of record for the Defendants/Counter-Plaintiff*, Shapiro, Blasi, Wasserman & Hermann, P.A., Joshua Alper, Esquire, 7777 Glades Road Suite 400, Boca Raton, FL 33434, to: jalper@sbwh.law, floridaservice@sbwh.law, *Co-counsel of record for Defendants/Counter-Plaintiff*, and Giasi Law, Melissa Giasi, 400 N. Ashley Dr., Suite 1900, Tampa, FL 33602, to: melissa@giasilaw.com, ahill@giasilaw.com, *Local counsel of record for the Defendants/Counter-Plaintiff*.

/s/ Michael Monteverde
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