

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

TOWER HILL SIGNATURE INSURANCE
COMPANY, TOWER HILL PRIME
INSURANCE COMPANY, TOWER HILL
SELECT INSURANCE COMPANY,
TOWER HILL PREFERRED INSURANCE
COMPANY, and OMEGA INSURANCE
COMPANY,

CIVIL DIVISION

CASE NO. 20-000409-CA

Plaintiffs,

v.

SFR SERVICES, L.L.C., RICKY MCGRAW,
ELITE CLAIMS CONSULTANTS, LLC,
MATTHEW MCGRAW, JESSICA
MCGRAW, MCGRAW PROPERTY
SOLUTIONS, LLC, MCGRAW ASSET
MANAGEMENT, LLC, and WILL MYNATT,

Defendants.

SECOND AMENDED COMPLAINT

Plaintiffs, TOWER HILL SIGNATURE INSURANCE COMPANY, TOWER HILL PRIME INSURANCE COMPANY, TOWER HILL SELECT INSURANCE COMPANY, TOWER HILL PREFERRED INSURANCE COMPANY, and OMEGA INSURANCE COMPANY (collectively "Tower Hill"), by and through their undersigned counsel, hereby sue SFR SERVICES, L.L.C., RICKY MCGRAW, ELITE CLAIMS CONSULTANTS, LLC, MATTHEW MCGRAW, JESSICA MCGRAW, MCGRAW PROPERTY SOLUTIONS, LLC, MCGRAW ASSET MANAGEMENT, 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 \$30,000 exclusive of claimed interest, costs, and attorney's fees.

2. Plaintiff, TOWER HILL SIGNATURE 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. Tower Hill Signature is referred to herein individually as "TH Signature."

3. Plaintiff, TOWER HILL SELECT 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. Tower Hill Select is referred to herein individually as "TH Select."

4. Plaintiff, TOWER HILL PREFERRED 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. Tower Hill Preferred is referred to herein individually as "TH Preferred."

5. Plaintiff, 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. Tower Hill Prime is referred to herein individually as "TH Prime."

6. Plaintiff, OMEGA 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. Omega is referred to herein individually as "Omega."

7. 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.

8. 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.

9. 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.

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

11. Defendant, MCGRAW PROPERTY SOLUTIONS, LLC (“McGraw Property”) is a Florida Limited Liability Company with its principal place of business in Stuart, Florida. Upon information and belief, McGraw Property is the entity utilized by the other named defendants to finalize the fraudulent estimates prepared 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.

12. Defendant, JESSICA MCGRAW (“J. McGraw”), is an individual who resides in Martin County, Florida, and works for both of McGraw’s companies, SFR Services and McGraw Property.

13. Defendant, MCGRAW ASSET MANAGEMENT, LLC (“McGraw Asset”) is a Florida limited liability company with its principal place of business located in Martin County, Florida.

14. Defendant, WILL MYNATT (“Mynatt”) is an individual who resides in Lee County, Florida, and works for SFR Services.

15. Venue is proper in Martin County, Florida as five of the seven 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.

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

FACTUAL ALLEGATIONS COMMON TO ALL COUNTS

17. At all times material to this action, SFR Services has purported to be a licensed general contractor by the State of Florida.

18. In or around March of 2020, SFR Services began holding itself out to be a licensed roofing contractor by the State of Florida.

19. At certain times relevant to this action, SFR Services was not authorized to pull a roofing permit or perform roofing work in the State of Florida without a subcontractor. *See* Fla. Stat. § 489.113(3).

20. SFR Services’ qualifier for its general contracting license was, for some period of time relevant to this action, Nicky Lee Brown, II (“Brown”); at other periods of time, SFR Services’ general contracting license was qualified by William Kirk Jynella.

21. Brown primarily owned and/or managed SFR Services until early 2018.

22. Between September 9, 2017 and September 11, 2017, Hurricane Irma made landfall in the State of Florida and caused property damage throughout the state, with the most heavily affected areas being Southwest Florida and the Florida Keys.

23. Soon after Hurricane Irma, Brown contacted McGraw and another individual, Koh Knox, who were performing roofing work in the State of Indiana, to ask for their assistance in servicing properties affected by the storm.

24. In early 2018, McGraw and Knox purchased SFR Services from Brown and became 50/50 owners of the company either in their individual capacity or through other entities.

25. Around the same time, SFR Services registered “Knox Services” as a fictitious name with the Florida Department of State Division of Corporations.

26. When the company was structured in this fashion, McGraw headed the “sales and marketing” side while Knox headed the “construction” side of the company through Knox Services.

27. In June of 2019, McGraw bought out Knox’s ownership interest in SFR Services, thereby essentially becoming the sole owner of the company.

28. Upon information and belief, the June 2019 buyout was prompted by Knox discovering that the “sales and marketing” side of the company was submitting grossly inflated estimates to insurance carriers (including but not limited to Tower Hill) and engaging in deceptive sales tactics, as more thoroughly discussed below.

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

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

30. SFR Services solicited policyholders by going door-to-door and offering free roof inspections; additionally, SFR Services offered referral bonuses to prior customers thereby incentivizing them to recommend SFR Services to their friends and neighbors.

31. The “free roof inspections” 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.

32. 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 actually was.

33. 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.

34. 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

35. 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).

36. 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 everything with regard to the insurance claim.

37. 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.

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

II. The Assignment of Benefits Contracts

39. Despite being advertised as risk-free and cost-free, SFR Services' Assignment of Benefits contracts violated the Florida and federal "Cooling Off" Rule by failing to extend a three-day rescission period.

40. Many also included draconian cancellation provisions equal to 20% of a yet-to-be-generated estimate.

41. These estimates were infrequently, if ever, provided to the insureds and were not generated until *after* the Assignment of Benefits contract was signed.

42. In other words, the assignors had no idea how much these penalties would be at the time they signed the Assignment of Benefits contracts.

43. Under these Assignment of Benefits contracts, SFR Services agreed to render construction services without obtaining payment in full from the assignor in exchange for the policyholder assigning their right to pursue and receive benefits from Tower Hill.

44. All of the Assignment of Benefits contracts also contained a "Direction to Pay" provision that instructed Tower Hill to pay benefits directly to SFR Services for "services rendered."

45. This was the only provision in the Assignment of Benefits that protected the assignor from SFR Services making off with policy benefits without actually performing any work and was rarely if ever honored by SFR Services.

46. In this regard, SFR Services would not actually render *any* construction services until *after* receiving a substantial payment of policy benefits, either directly from Tower Hill or indirectly by having the policyholder indorse drafts to SFR Services.

47. Because SFR Services never actually performed work without receiving payment, they had no skin in the game—it was not their property that was damaged (in the instances where there was actual damage to the property), nor were they “out” money.

48. Put simply, through these irrevocable assignments, SFR Services interposed itself between Tower Hill and its policyholders.

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

49. Once positioned between Tower Hill and the policyholder, SFR Services took full advantage of the irrevocable assignment by submitting estimates two to three times the normal going rate for roof replacements.

50. 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.

51. 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.

52. Some subcontractors were paid as little as \$400 per square to replace residential tile roofs.

53. Despite having replaced hundreds, if not thousands, of roofs throughout the State of Florida with this pricing, SFR 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.

54. 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.

55. 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, 50% or more) even when the roofs were replaced through its fictitious name, Knox Services.

56. If Tower Hill refused to pay these egregiously inflated estimates, SFR Services would leverage Tower Hill's obligation to its policyholders by threatening suit and/or filing Civil Remedy Notices of Insurer Violation and taking advantage of statutory mechanisms in place to protect insureds.

57. Accordingly, as a result of the scheme, Tower Hill has been caused to overpay on dozens of insurance claims.

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

59. 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.

60. 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.

IV. Ricky McGraw's Involvement in the Scheme

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

62. Ricky 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.

63. 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.

64. Due to Ricky McGraw's wrongful acts, Tower Hill was sued by SFR Services.

65. As a direct result of Ricky McGraw's actions, Tower Hill overpaid on dozens, if not hundreds, of insurance claims and incurred thousands of dollars of litigation expenses to defend against lawsuits brought by SFR Services.

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

66. 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.

67. Defendant Matthew McGraw obtained his public adjusting license and incorporated Elite Claims, a "public adjusting firm" that would charge up to 20% for their "adjusting services."

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

69. Defendant Matthew 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.

70. In addition to engaging in fraudulent acts, Defendant Matthew McGraw and Elite Claims benefitted financially from the scheme.

71. Due to the wrongful acts of Elite Claims and Defendant Matthew McGraw, Tower Hill was sued by SFR Services.

72. The conduct of Elite Claims and Defendant Matthew McGraw directly caused Tower Hill to overpay on dozens, if not hundreds, of insurance claims and incur thousands in litigation expenses to defend against lawsuits brought by SFR Services.

VI. Jessica McGraw's Involvement in the Scheme

73. Defendant Jessica McGraw was the individual who placed the fraudulently inflated estimates into final format before they were submitted to Tower Hill.

74. In addition to being involved in the processing of the fraudulent estimates, Defendant Jessica McGraw was responsible for processing and paying the subcontractor invoices and benefitted financially from the scheme.

75. Due to Defendant Jessica McGraw's wrongful acts, Tower Hill was sued by SFR Services.

76. Defendant Jessica McGraw's conduct directly caused Tower Hill to overpay on dozens, if not hundreds, of insurance claims and incur thousands in litigation expenses to defend against lawsuits brought by SFR Services.

VII. The Involvement of McGraw Property Solutions and McGraw Asset Management

77. Defendants McGraw Property Solutions and McGraw Asset Management were two companies incorporated for the sole purpose of being involved in the scheme.

78. Defendant McGraw Property Solutions processed fraudulent estimates and paid subcontractor invoices.

79. Defendant McGraw Property Solutions was funded entirely by ill-gotten gains.

80. Defendant McGraw Asset Management was one of likely multiple companies incorporated to hold and hide the ill-gotten profits for the benefit of the entire McGraw family.

VIII. Mynatt's Role in the Scheme

81. 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.

82. 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.

83. 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.

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

84. TH Signature incorporates by reference the allegations contained in paragraphs 1 through 83 as if fully set forth herein.

85. 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.

86. These acts constitute violations of Fla. Stat. § 501.201, *et seq.*, including Fla. Stat. § 501.211.

87. Additionally, SFR has committed *per se* violations of FDUTPA pursuant to Fla. Stat. § 501.203 and § 501.211 by violating Fla. Stat. § 817.234 and Fla. Stat. § 626.854(7), (15) and (19)(a), (b), and (d).

88. These acts and omissions committed by SFR Services have caused damage to the insured consumers, as well as TH Signature as a consumer and a legitimate business interest.

89. TH Signature—and its insureds—have been injured as a direct result of SFR Services' conduct.

90. 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, TH Signature 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), attorneys' fees, costs, interest, and all other relief this Court deems just and proper.

**COUNT II – VIOLATION OF FLORIDA'S RICO ACT
(BY TH SIGNATURE AGAINST ALL DEFENDANTS)**

91. TH Signature incorporates by reference the allegations contained in paragraph 1 through 79 as if fully set forth herein.

92. Since the passage of Hurricane Irma and purchase of the company by Ricky McGraw, SFR Services has been utilized by all of the other Defendants for the purpose of defrauding TH Signature into overpaying insurance claims as discussed more thoroughly above.

93. SFR Services is, in and of itself, an enterprise for purposes of Florida's RICO Act.

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

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

96. SFR Services submitted knowingly inflated estimates in no less than 100 separate insurance claims to TH Signature and continues to do so today.

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

98. In addition, SFR Services has made false statements in official proceedings in violation of Fla. Stat. § 837.02.

99. These false statements are part of the continued and ongoing conduct of SFR Services.

100. These violations have been committed by SFR Services, Ricky McGraw, and Matthew McGraw, and are imputable to the other Defendants.

101. The foregoing conduct makes up hundreds of instances of unlawful criminal acts in violation of Chapters 895 and 772, Florida Statutes, and constitute a "pattern of activity" by virtue of the fact that they are ongoing in nature.

102. TH Signature has been damaged by the actions of SFR Services (including all of the associates of the enterprise).

103. Section 772.104 provides TH Signature the right to pursue a private cause of action for money damages due to criminal acts.

WHEREFORE, TH Signature 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 – FRAUD
(BY TH SIGNATURE AGAINST DEFENDANT SFR SERVICES)**

104. TH Signature incorporates by reference the allegations contained in paragraph 1 through 79 as if fully set forth herein.

105. SFR Services made false statements of material fact in connection with dozens, if not hundreds, of property insurance claims assigned to it by way of an Assignment of Benefits contract.

106. Specifically, SFR Services misrepresented (1) the extent and severity of the alleged damage, (2) the cause of the alleged damage, (3) the cost to repair the alleged damage—including labor and materials, (4) the amount SFR Services was charging for “overhead and profit”, and (5) that it was the policyholder’s “contractor” despite the fact that it performed absolutely no construction work whatsoever.

107. SFR Services made these statements knowing that they were false and with the intent to deceive TH Signature.

108. TH Signature was in fact deceived and relied upon SFR Services’ representations—often under threat of litigation—in overpaying property insurance claims.

109. As a result of SFR Services’ fraud, TH Signature was damaged.

WHEREFORE, TH Signature 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 Assignment of Benefits contracts), costs, interest, and all other relief this Court deems just and proper.

**COUNT IV – FRAUD
(BY TH SIGNATURE AGAINST DEFENDANT RICKY MCGRAW)**

110. TH Signature incorporates by reference the allegations contained in paragraph 1 through 79 as if fully set forth herein.

111. Ricky McGraw made false statements of material fact in connection with dozens, if not hundreds, of property insurance claims assigned to SFR Services by way of an Assignment of Benefits contract, including, but not limited to, false statements made under oath.

112. Specifically, Ricky McGraw misrepresented (1) the extent and severity of the alleged damage, (2) the cause of the alleged damage, (3) the cost to repair the alleged damage—including labor and materials, (4) the amount SFR Services was charging for “overhead and profit”, and (5) that SFR Services was the policyholder’s “contractor” despite the fact that it performed absolutely no construction work whatsoever.

113. Ricky McGraw made these statements knowing that they were false and with the intent to deceive TH Signature.

114. TH Signature was in fact deceived and relied upon Ricky McGraw’s representations—often under threat of litigation—in overpaying property insurance claims.

115. As a result of Ricky McGraw’s fraud, TH Signature was damaged.

WHEREFORE, TH Signature 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 SFR Services and/or policyholders “released” from SFR Services’ Assignment of Benefits contracts), costs, interest, and all other relief this Court deems just and proper.

**COUNT V – FRAUD
(BY TH SIGNATURE AGAINST DEFENDANT ELITE CLAIMS CONSULTANTS)**

116. TH Signature incorporates by reference the allegations contained in paragraphs 1 through 83 as if fully set forth herein.

117. Elite Claims made false statements of material fact in connection with dozens of property insurance claims assigned by SFR Services.

118. Specifically, Elite Claims misrepresented the cost to repair the alleged damage—including labor and materials, the amount SFR Services would retain as overhead and profit, and

that SFR Services was the policyholder's "contractor" despite the fact that it performed absolutely no construction work whatsoever.

119. Elite Claims made these statements knowing that they were false and with the intent to deceive TH Signature.

120. TH Signature was in fact deceived and relied upon Elite Claims' representations—often under threat of litigation—in overpaying property insurance claims.

121. As a result of Elite Claims' fraud, TH Signature was damaged.

WHEREFORE, TH Signature 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 SFR Services and/or policyholders "released" from SFR Services' Assignment of Benefits contracts), costs, interest, and all other relief this Court deems just and proper.

**COUNT VI – FRAUD
(BY TH SIGNATURE AGAINST DEFENDANT MATTHEW MCGRAW)**

122. TH Signature incorporates by reference the allegations contained in paragraphs 1 through 83 as if fully set forth herein.

123. Matthew McGraw made false statements of material fact in connection with dozens of property insurance claims assigned by SFR Services.

124. Specifically, Matthew McGraw misrepresented the cost to repair the alleged damage—including labor and materials, the amount SFR Services would retain as overhead and profit, and that SFR Services was the policyholder's "contractor" despite the fact that it performed absolutely no construction work whatsoever.

125. Matthew McGraw made these statements knowing that they were false and with the intent to deceive TH Signature.

126. TH Signature was in fact deceived and relied upon Matthew McGraw's representations—often under threat of litigation—in overpaying property insurance claims.

127. As a result of Matthew McGraw's fraud, TH Signature was damaged.

WHEREFORE, TH Signature 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 SFR Services and/or policyholders "released" from SFR Services' Assignment of Benefits contracts), costs, interest, and all other relief this Court deems just and proper.

**COUNT VII – INSURANCE FRAUD
(BY TH SIGNATURE AGAINST DEFENDANT SFR SERVICES)**

128. TH Signature incorporates by reference the allegations contained in paragraphs 1 through 83 as if fully set forth herein.

129. SFR Services prepared and presented (or caused and intended to be prepared and presented) grossly inflated estimates to TH Signature in support of a number of property insurance claims assigned to SFR Services.

130. These intentionally inflated estimates constitute "statements" for purposes of the crime of insurance fraud.

131. As discussed more thoroughly above, the estimates prepared, presented, or intended or caused to be prepared and presented contained false, incomplete, and misleading information material to TH Signature's adjustment of insurance claims.

132. SFR Services acted in concert with all of the other Defendants and each had direct knowledge of the fraudulent nature of the estimates.

133. SFR Services' conduct is a direct violation of Fla. Stat. § 817.234.

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

135. Chapter 772, Florida Statutes, provides civil remedies to those injured by criminal acts, such as TH Signature.

136. TH Signature has suffered significant damage as a result of SFR Services' criminal actions.

WHEREFORE, TH Signature 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 VIII – INSURANCE FRAUD
(BY TH SIGNATURE AGAINST DEFENDANT RICKY MCGRAW)**

137. TH Signature incorporates by reference the allegations contained in paragraphs 1 through 83 as if fully set forth herein.

138. Ricky McGraw prepared and presented (or caused and intended to be prepared and presented) grossly inflated estimates to TH Signature in support of a number of property insurance claims assigned to SFR Services.

139. These intentionally inflated estimates constitute "statements" for purposes of the crime of insurance fraud.

140. As discussed more thoroughly above, the estimates prepared, presented, or intended or caused to be prepared and presented contained false, incomplete, and misleading information material to TH Signature's adjustment of insurance claims.

141. Ricky McGraw acted in concert with the other Defendants and each had direct knowledge of the fraudulent nature of the estimates.

142. Ricky McGraw's conduct is a direct violation of Fla. Stat. § 817.234.

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

144. Chapter 772, Florida Statutes, provides civil remedies to those injured by criminal acts, such as TH Signature.

145. TH Signature has suffered significant damage as a result of Ricky McGraw's criminal actions.

WHEREFORE, TH Signature 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 IX – INSURANCE FRAUD
(BY TH SIGNATURE AGAINST DEFENDANT ELITE CLAIMS)**

146. TH Signature incorporates by reference the allegations contained in paragraphs 1 through 83 as if fully set forth herein.

147. Elite Claims prepared and presented (or caused and intended to be prepared and presented) grossly inflated estimates to TH Signature in support of a number of property insurance claims assigned to SFR Services.

148. These intentionally inflated estimates constitute "statements" for purposes of the crime of insurance fraud.

149. As discussed more thoroughly above, the estimates prepared, presented, or intended or caused to be prepared and presented contained false, incomplete, and misleading information material to TH Signature's adjustment of insurance claims.

150. Elite Claims acted in concert with the other Defendants and each had direct knowledge of the fraudulent nature of the estimates.

151. Elite Claims' conduct is a direct violation of Fla. Stat. § 817.234.

152. Each claim wherein Elite Claims engaged in this conduct constitutes a separate act of insurance fraud.

153. Chapter 772, Florida Statutes, provides civil remedies to those injured by criminal acts, such as TH Signature.

154. TH Signature has suffered significant damage as a result of Elite Claims' criminal actions.

WHEREFORE, TH Signature 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 X – INSURANCE FRAUD
(BY TH SIGNATURE AGAINST DEFENDANT MATTHEW MCGRAW)**

155. TH Signature incorporates by reference the allegations contained in paragraphs 1 through 83 as if fully set forth herein.

156. Matthew McGraw prepared and presented (or caused and intended to be prepared and presented) grossly inflated estimates to TH Signature in support of a number of property insurance claims assigned to SFR Services.

157. These intentionally inflated estimates constitute “statements” for purposes of the crime of insurance fraud.

158. As discussed more thoroughly above, the estimates prepared, presented, or intended or caused to be prepared and presented contained false, incomplete, and misleading information material to TH Signature’s adjustment of insurance claims.

159. Matthew McGraw acted in concert with the other Defendants and each had direct knowledge of the fraudulent nature of the estimates.

160. Matthew McGraw’s conduct is a direct violation of Fla. Stat. § 817.234.

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

162. Chapter 772, Florida Statutes, provides civil remedies to those injured by criminal acts, such as TH Signature.

163. TH Signature has suffered significant damage as a result of Matthew McGraw’s criminal actions.

WHEREFORE, TH Signature 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 XI – INSURANCE FRAUD
(BY TH SIGNATURE AGAINST DEFENDANT JESSICA MCGRAW)**

164. TH Signature incorporates by reference the allegations contained in paragraphs 1 through 83 as if fully set forth herein.

165. Jessica McGraw prepared and presented (or caused and intended to be prepared and presented) grossly inflated estimates to TH Signature in support of a number of property insurance claims assigned to SFR Services.

166. These intentionally inflated estimates constitute “statements” for purposes of the crime of insurance fraud.

167. As discussed more thoroughly above, the estimates prepared, presented, or intended or caused to be prepared and presented contained false, incomplete, and misleading information material to TH Signature’s adjustment of insurance claims.

168. Jessica McGraw acted in concert with the other Defendants and each had direct knowledge of the fraudulent nature of the estimates.

169. Jessica McGraw’s conduct is a direct violation of Fla. Stat. § 817.234.

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

171. Chapter 772, Florida Statutes, provides civil remedies to those injured by criminal acts, such as TH Signature.

172. TH Signature has suffered significant damage as a result of Jessica McGraw’s criminal actions.

WHEREFORE, TH Signature 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 XII – INSURANCE FRAUD
(BY TH SIGNATURE AGAINST DEFENDANT MCGRAW PROPERTY SOLUTIONS)**

173. TH Signature incorporates by reference the allegations contained in paragraphs 1 through 83 as if fully set forth herein.

174. McGraw Property Solutions prepared and presented (or caused and intended to be prepared and presented) grossly inflated estimates to TH Signature in support of a number of property insurance claims assigned to SFR Services.

175. These intentionally inflated estimates constitute “statements” for purposes of the crime of insurance fraud.

176. As discussed more thoroughly above, the estimates prepared, presented, or intended or caused to be prepared and presented contained false, incomplete, and misleading information material to TH Signature’s adjustment of insurance claims.

177. McGraw Property Solutions acted in concert with the other Defendants and each had direct knowledge of the fraudulent nature of the estimates.

178. McGraw Property Solutions’ conduct is a direct violation of Fla. Stat. § 817.234.

179. Each claim wherein McGraw Property Solutions engaged in this conduct constitutes a separate act of insurance fraud.

180. Chapter 772, Florida Statutes, provides civil remedies to those injured by criminal acts, such as TH Signature.

181. TH Signature has suffered significant damage as a result of McGraw Property Solutions’ criminal actions.

WHEREFORE, TH Signature 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 XIII – INSURANCE FRAUD
(BY TH SIGNATURE AGAINST DEFENDANT MCGRAW ASSET MANAGEMENT)**

182. TH Signature incorporates by reference the allegations contained in paragraphs 1 through 83 as if fully set forth herein.

183. McGraw Asset Management caused or intended to be prepared and presented grossly inflated estimates to TH Signature in support of a number of property insurance claims assigned to SFR Services.

184. These intentionally inflated estimates constitute “statements” for purposes of the crime of insurance fraud.

185. As discussed more thoroughly above, the estimates prepared, presented, or intended or caused to be prepared and presented contained false, incomplete, and misleading information material to TH Signature’s adjustment of insurance claims.

186. McGraw Asset Management acted in concert with the other Defendants and each had direct knowledge of the fraudulent nature of the estimates.

187. McGraw Asset Management’s conduct is a direct violation of Fla. Stat. § 817.234.

188. Each claim wherein McGraw Asset Management engaged in this conduct constitutes a separate act of insurance fraud.

189. Chapter 772, Florida Statutes, provides civil remedies to those injured by criminal acts, such as TH Signature.

190. TH Signature has suffered significant damage as a result of McGraw Asset Management’s criminal actions.

WHEREFORE, TH Signature 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 XIV – INSURANCE FRAUD
(BY TH SIGNATURE AGAINST DEFENDANT WILL MYNATT)**

191. TH Signature incorporates by reference the allegations contained paragraphs 1 through 83 as if fully set forth herein.

192. Mynatt caused or intended to be prepared and presented grossly inflated estimates to TH Signature in support of a number of property insurance claims assigned to SFR Services.

193. The intentionally inflated estimates constitute “statements” for purposes of the crime of insurance fraud.

194. As discussed more thoroughly above, the estimates prepared, presented, or intended or caused to be prepared and presented contained false, incomplete, and misleading information material to TH Signature’s adjustment of insurance claims.

195. Mynatt acted in concert with the other Defendants and each had direct knowledge of the fraudulent nature of the estimates.

196. Mynatt’s conduct is a direct violation of Fla. Stat. § 817.234.

197. Each claim wherein Mynatt engaged in this conduct constitutes a separate act of insurance fraud.

198. Chapter 772, Florida Statutes, provides civil remedies to those injured by criminal acts, such as TH Signature.

199. TH Signature has suffered significant damage as a result of Mynatt's criminal actions.

WHEREFORE, TH Signature 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 IV – VIOLATION OF FLORIDA'S DECEPTIVE AND UNFAIR TRADE PRACTICES ACT
(BY TH SELECT AGAINST DEFENDANT SFR SERVICES)**

200. TH Select incorporates by reference the allegations contained in paragraphs 1 through 83 as if fully set forth herein.

201. 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.

202. These acts constitute violations of Fla. Stat. § 501.201, *et seq.*, including Fla. Stat. § 501.211.

203. Additionally, SFR has committed *per se* violations of FDUTPA pursuant to Fla. Stat. § 501.203 and § 501.211 by violating Fla. Stat. § 817.234 and Fla. Stat. § 626.854(7), (15) and (19)(a), (b), and (d).

204. These acts and omissions committed by SFR Services have caused damage to the insured consumers, as well as TH Select as a consumer and a legitimate business interest.

205. TH Select—and its insureds—have been injured as a direct result of SFR Services' conduct.

206. 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, TH Select 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), attorneys' fees, costs, interest, and all other relief this Court deems just and proper.

**COUNT XVI – VIOLATION OF FLORIDA'S RICO ACT
(BY TH SELECT AGAINST ALL DEFENDANTS)**

207. TH Select incorporates by reference the allegations contained in paragraph 1 through 79 as if fully set forth herein.

208. Since the passage of Hurricane Irma and purchase of the company by Ricky McGraw, SFR Services has been utilized by all of the other Defendants for the purpose of defrauding TH Select into overpaying insurance claims as discussed more thoroughly above.

209. SFR Services is, in and of itself, an enterprise for purposes of Florida's RICO Act.

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

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

212. SFR Services submitted knowingly inflated estimates in no less than 100 separate insurance claims to TH Select and continues to do so today.

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

214. In addition, SFR Services has made false statements in official proceedings in violation of Fla. Stat. § 837.02.

215. These false statements are part of the continued and ongoing conduct of SFR Services.

216. These violations have been committed by SFR Services, Ricky McGraw, and Matthew McGraw, and are imputable to the other Defendants.

217. The foregoing conduct makes up hundreds of instances of unlawful criminal acts in violation of Chapters 895 and 772, Florida Statutes, and constitute a “pattern of activity” by virtue of the fact that they are ongoing in nature.

218. TH Select has been damaged by the actions of SFR Services (including all of the associates of the enterprise).

219. Section 772.104 provides TH Select the right to pursue a private cause of action for money damages due to criminal acts.

WHEREFORE, TH Select 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 XVII – FRAUD
(BY TH SELECT AGAINST DEFENDANT SFR SERVICES)**

220. TH Select incorporates by reference the allegations contained in paragraph 1 through 79 as if fully set forth herein.

221. SFR Services made false statements of material fact in connection with dozens, if not hundreds, of property insurance claims assigned to it by way of an Assignment of Benefits contract.

222. Specifically, SFR Services misrepresented (1) the extent and severity of the alleged damage, (2) the cause of the alleged damage, (3) the cost to repair the alleged damage—including labor and materials, (4) the amount SFR Services was charging for “overhead and profit”, and (5)

that it was the policyholder's "contractor" despite the fact that it performed absolutely no construction work whatsoever.

223. SFR Services made these statements knowing that they were false and with the intent to deceive TH Select.

224. TH Select was in fact deceived and relied upon SFR Services' representations—often under threat of litigation—in overpaying property insurance claims.

225. As a result of SFR Services' fraud, TH Select was damaged.

WHEREFORE, TH Select 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 Assignment of Benefits contracts), costs, interest, and all other relief this Court deems just and proper.

**COUNT XVIII – FRAUD
(BY TH SELECT AGAINST DEFENDANT RICKY MCGRAW)**

226. TH Select incorporates by reference the allegations contained in paragraph 1 through 79 as if fully set forth herein.

227. Ricky McGraw made false statements of material fact in connection with dozens, if not hundreds, of property insurance claims assigned to SFR Services by way of an Assignment of Benefits contract, including, but not limited to, false statements made under oath.

228. Specifically, Ricky McGraw misrepresented (1) the extent and severity of the alleged damage, (2) the cause of the alleged damage, (3) the cost to repair the alleged damage—including labor and materials, (4) the amount SFR Services was charging for "overhead and profit", and (5) that SFR Services was the policyholder's "contractor" despite the fact that it performed absolutely no construction work whatsoever.

229. Ricky McGraw made these statements knowing that they were false and with the intent to deceive TH Select.

230. TH Select was in fact deceived and relied upon Ricky McGraw's representations—often under threat of litigation—in overpaying property insurance claims.

231. As a result of Ricky McGraw's fraud, TH Select was damaged.

WHEREFORE, TH Select 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 SFR Services and/or policyholders "released" from SFR Services' Assignment of Benefits contracts), costs, interest, and all other relief this Court deems just and proper.

**COUNT XIX – FRAUD
(BY TH SELECT AGAINST DEFENDANT ELITE CLAIMS CONSULTANTS)**

232. TH Select incorporates by reference the allegations contained in paragraphs 1 through 83 as if fully set forth herein.

233. Elite Claims made false statements of material fact in connection with dozens of property insurance claims assigned by SFR Services.

234. Specifically, Elite Claims misrepresented the cost to repair the alleged damage—including labor and materials, the amount SFR Services would retain as overhead and profit, and that SFR Services was the policyholder's "contractor" despite the fact that it performed absolutely no construction work whatsoever.

235. Elite Claims made these statements knowing that they were false and with the intent to deceive TH Select.

236. TH Select was in fact deceived and relied upon Elite Claims' representations—often under threat of litigation—in overpaying property insurance claims.

237. As a result of Elite Claims' fraud, TH Select was damaged.

WHEREFORE, TH Select 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 SFR Services and/or policyholders "released" from SFR Services' Assignment of Benefits contracts), costs, interest, and all other relief this Court deems just and proper.

**COUNT XX – FRAUD
(BY TH SELECT AGAINST DEFENDANT MATTHEW MCGRAW)**

238. TH Select incorporates by reference the allegations contained in paragraphs 1 through 83 as if fully set forth herein.

239. Matthew McGraw made false statements of material fact in connection with dozens of property insurance claims assigned by SFR Services.

240. Specifically, Matthew McGraw misrepresented the cost to repair the alleged damage—including labor and materials, the amount SFR Services would retain as overhead and profit, and that SFR Services was the policyholder's "contractor" despite the fact that it performed absolutely no construction work whatsoever.

241. Matthew McGraw made these statements knowing that they were false and with the intent to deceive TH Select.

242. TH Select was in fact deceived and relied upon Matthew McGraw's representations—often under threat of litigation—in overpaying property insurance claims.

243. As a result of Matthew McGraw's fraud, TH Select was damaged.

WHEREFORE, TH Select 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 SFR Services and/or policyholders "released" from SFR

Services' Assignment of Benefits contracts), costs, interest, and all other relief this Court deems just and proper.

**COUNT XXI – INSURANCE FRAUD
(BY TH SELECT AGAINST DEFENDANT SFR SERVICES)**

244. TH Select incorporates by reference the allegations contained in paragraphs 1 through 83 as if fully set forth herein.

245. SFR Services prepared and presented (or caused and intended to be prepared and presented) grossly inflated estimates to TH Select in support of a number of property insurance claims assigned to SFR Services.

246. These intentionally inflated estimates constitute "statements" for purposes of the crime of insurance fraud.

247. As discussed more thoroughly above, the estimates prepared, presented, or intended or caused to be prepared and presented contained false, incomplete, and misleading information material to TH Select's adjustment of insurance claims.

248. SFR Services acted in concert with all of the other Defendants and each had direct knowledge of the fraudulent nature of the estimates.

249. SFR Services' conduct is a direct violation of Fla. Stat. § 817.234.

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

251. Chapter 772, Florida Statutes, provides civil remedies to those injured by criminal acts, such as TH Select.

252. TH Select has suffered significant damage as a result of SFR Services' criminal actions.

WHEREFORE, TH Select 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 XXII – INSURANCE FRAUD
(BY TH SELECT AGAINST DEFENDANT RICKY MCGRAW)**

253. TH Select incorporates by reference the allegations contained in paragraphs 1 through 83 as if fully set forth herein.

254. Ricky McGraw prepared and presented (or caused and intended to be prepared and presented) grossly inflated estimates to TH Select in support of a number of property insurance claims assigned to SFR Services.

255. These intentionally inflated estimates constitute “statements” for purposes of the crime of insurance fraud.

256. As discussed more thoroughly above, the estimates prepared, presented, or intended or caused to be prepared and presented contained false, incomplete, and misleading information material to TH Select’s adjustment of insurance claims.

257. Ricky McGraw acted in concert with the other Defendants and each had direct knowledge of the fraudulent nature of the estimates.

258. Ricky McGraw’s conduct is a direct violation of Fla. Stat. § 817.234.

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

260. Chapter 772, Florida Statutes, provides civil remedies to those injured by criminal acts, such as TH Select.

261. TH Select has suffered significant damage as a result of Ricky McGraw's criminal actions.

WHEREFORE, TH Select 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 XXIII – INSURANCE FRAUD
(BY TH SELECT AGAINST DEFENDANT ELITE CLAIMS)**

262. TH Select incorporates by reference the allegations contained in paragraphs 1 through 83 as if fully set forth herein.

263. Elite Claims prepared and presented (or caused and intended to be prepared and presented) grossly inflated estimates to TH Select in support of a number of property insurance claims assigned to SFR Services.

264. These intentionally inflated estimates constitute "statements" for purposes of the crime of insurance fraud.

265. As discussed more thoroughly above, the estimates prepared, presented, or intended or caused to be prepared and presented contained false, incomplete, and misleading information material to TH Select's adjustment of insurance claims.

266. Elite Claims acted in concert with the other Defendants and each had direct knowledge of the fraudulent nature of the estimates.

267. Elite Claims' conduct is a direct violation of Fla. Stat. § 817.234.

268. Each claim wherein Elite Claims engaged in this conduct constitutes a separate act of insurance fraud.

269. Chapter 772, Florida Statutes, provides civil remedies to those injured by criminal acts, such as TH Select.

270. TH Select has suffered significant damage as a result of Elite Claims' criminal actions.

WHEREFORE, TH Select 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 XXIV – INSURANCE FRAUD
(BY TH SELECT AGAINST DEFENDANT MATTHEW MCGRAW)**

271. TH Select incorporates by reference the allegations contained in paragraphs 1 through 83 as if fully set forth herein.

272. Matthew McGraw prepared and presented (or caused and intended to be prepared and presented) grossly inflated estimates to TH Select in support of a number of property insurance claims assigned to SFR Services.

273. These intentionally inflated estimates constitute "statements" for purposes of the crime of insurance fraud.

274. As discussed more thoroughly above, the estimates prepared, presented, or intended or caused to be prepared and presented contained false, incomplete, and misleading information material to TH Select's adjustment of insurance claims.

275. Matthew McGraw acted in concert with the other Defendants and each had direct knowledge of the fraudulent nature of the estimates.

276. Matthew McGraw's conduct is a direct violation of Fla. Stat. § 817.234.

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

278. Chapter 772, Florida Statutes, provides civil remedies to those injured by criminal acts, such as TH Select.

279. TH Select has suffered significant damage as a result of Matthew McGraw's criminal actions.

WHEREFORE, TH Select 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 XXV – INSURANCE FRAUD
(BY TH SELECT AGAINST DEFENDANT JESSICA MCGRAW)**

280. TH Select incorporates by reference the allegations contained in paragraphs 1 through 83 as if fully set forth herein.

281. Jessica McGraw prepared and presented (or caused and intended to be prepared and presented) grossly inflated estimates to TH Select in support of a number of property insurance claims assigned to SFR Services.

282. These intentionally inflated estimates constitute "statements" for purposes of the crime of insurance fraud.

283. As discussed more thoroughly above, the estimates prepared, presented, or intended or caused to be prepared and presented contained false, incomplete, and misleading information material to TH Select's adjustment of insurance claims.

284. Jessica McGraw acted in concert with the other Defendants and each had direct knowledge of the fraudulent nature of the estimates.

285. Jessica McGraw's conduct is a direct violation of Fla. Stat. § 817.234.

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

287. Chapter 772, Florida Statutes, provides civil remedies to those injured by criminal acts, such as TH Select.

288. TH Select has suffered significant damage as a result of Jessica McGraw's criminal actions.

WHEREFORE, TH Select 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 XXVI – INSURANCE FRAUD
(BY TH SELECT AGAINST DEFENDANT MCGRAW PROPERTY SOLUTIONS)**

289. TH Select incorporates by reference the allegations contained in paragraphs 1 through 83 as if fully set forth herein.

290. McGraw Property Solutions prepared and presented (or caused and intended to be prepared and presented) grossly inflated estimates to TH Select in support of a number of property insurance claims assigned to SFR Services.

291. These intentionally inflated estimates constitute "statements" for purposes of the crime of insurance fraud.

292. As discussed more thoroughly above, the estimates prepared, presented, or intended or caused to be prepared and presented contained false, incomplete, and misleading information material to TH Select's adjustment of insurance claims.

293. McGraw Property Solutions acted in concert with the other Defendants and each had direct knowledge of the fraudulent nature of the estimates.

294. McGraw Property Solutions' conduct is a direct violation of Fla. Stat. § 817.234.

295. Each claim wherein McGraw Property Solutions engaged in this conduct constitutes a separate act of insurance fraud.

296. Chapter 772, Florida Statutes, provides civil remedies to those injured by criminal acts, such as TH Select.

297. TH Select has suffered significant damage as a result of McGraw Property Solutions' criminal actions.

WHEREFORE, TH Select 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 XXVII – INSURANCE FRAUD
(BY TH SELECT AGAINST DEFENDANT MCGRAW ASSET MANAGEMENT)**

298. TH Select incorporates by reference the allegations contained in paragraphs 1 through 83 as if fully set forth herein.

299. McGraw Asset Management caused or intended to be prepared and presented grossly inflated estimates to TH Select in support of a number of property insurance claims assigned to SFR Services.

300. These intentionally inflated estimates constitute “statements” for purposes of the crime of insurance fraud.

301. As discussed more thoroughly above, the estimates prepared, presented, or intended or caused to be prepared and presented contained false, incomplete, and misleading information material to TH Select’s adjustment of insurance claims.

302. McGraw Asset Management acted in concert with the other Defendants and each had direct knowledge of the fraudulent nature of the estimates.

303. McGraw Asset Management’s conduct is a direct violation of Fla. Stat. § 817.234.

304. Each claim wherein McGraw Asset Management engaged in this conduct constitutes a separate act of insurance fraud.

305. Chapter 772, Florida Statutes, provides civil remedies to those injured by criminal acts, such as TH Select.

306. TH Select has suffered significant damage as a result of McGraw Asset Management’s criminal actions.

WHEREFORE, TH Select 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 XXVIII – INSURANCE FRAUD
(BY TH SELECT AGAINST DEFENDANT WILL MYNATT)**

307. TH Select incorporates by reference the allegations contained paragraphs 1 through 83 as if fully set forth herein.

308. Mynatt caused or intended to be prepared and presented grossly inflated estimates to TH Select in support of a number of property insurance claims assigned to SFR Services.

309. The intentionally inflated estimates constitute “statements” for purposes of the crime of insurance fraud.

310. As discussed more thoroughly above, the estimates prepared, presented, or intended or caused to be prepared and presented contained false, incomplete, and misleading information material to TH Select’s adjustment of insurance claims.

311. Mynatt acted in concert with the other Defendants and each had direct knowledge of the fraudulent nature of the estimates.

312. Mynatt’s conduct is a direct violation of Fla. Stat. § 817.234.

313. Each claim wherein Mynatt engaged in this conduct constitutes a separate act of insurance fraud.

314. Chapter 772, Florida Statutes, provides civil remedies to those injured by criminal acts, such as TH Select.

315. TH Select has suffered significant damage as a result of Mynatt’s criminal actions.

WHEREFORE, TH Select 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 XXIX – VIOLATION OF FLORIDA’S DECEPTIVE AND UNFAIR TRADE PRACTICES ACT
(BY TH PREFERRED AGAINST DEFENDANT SFR SERVICES)**

316. TH Preferred incorporates by reference the allegations contained in paragraphs 1 through 83 as if fully set forth herein.

317. 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.

318. These acts constitute violations of Fla. Stat. § 501.201, *et seq.*, including Fla. Stat. § 501.211.

319. Additionally, SFR has committed *per se* violations of FDUTPA pursuant to Fla. Stat. § 501.203 and § 501.211 by violating Fla. Stat. § 817.234 and Fla. Stat. § 626.854(7), (15) and (19)(a), (b), and (d).

320. These acts and omissions committed by SFR Services have caused damage to the insured consumers, as well as TH Preferred as a consumer and a legitimate business interest.

321. TH Preferred—and its insureds—have been injured as a direct result of SFR Services’ conduct.

322. 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, TH Preferred 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), attorneys’ fees, costs, interest, and all other relief this Court deems just and proper.

**COUNT XXX – VIOLATION OF FLORIDA'S RICO ACT
(BY TH PREFERRED AGAINST ALL DEFENDANTS)**

323. TH Preferred incorporates by reference the allegations contained in paragraph 1 through 79 as if fully set forth herein.

324. Since the passage of Hurricane Irma and purchase of the company by Ricky McGraw, SFR Services has been utilized by all of the other Defendants for the purpose of defrauding TH Preferred into overpaying insurance claims as discussed more thoroughly above.

325. SFR Services is, in and of itself, an enterprise for purposes of Florida's RICO Act.

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

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

328. SFR Services submitted knowingly inflated estimates in no less than 100 separate insurance claims to TH Preferred and continues to do so today.

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

330. In addition, SFR Services has made false statements in official proceedings in violation of Fla. Stat. § 837.02.

331. These false statements are part of the continued and ongoing conduct of SFR Services.

332. These violations have been committed by SFR Services, Ricky McGraw, and Matthew McGraw, and are imputable to the other Defendants.

333. The foregoing conduct makes up hundreds of instances of unlawful criminal acts in violation of Chapters 895 and 772, Florida Statutes, and constitute a "pattern of activity" by virtue of the fact that they are ongoing in nature.

334. TH Preferred has been damaged by the actions of SFR Services (including all of the associates of the enterprise).

335. Section 772.104 provides TH Preferred the right to pursue a private cause of action for money damages due to criminal acts.

WHEREFORE, TH Preferred 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 XXXI – FRAUD
(BY TH PREFERRED AGAINST DEFENDANT SFR SERVICES)**

336. TH Preferred incorporates by reference the allegations contained in paragraph 1 through 79 as if fully set forth herein.

337. SFR Services made false statements of material fact in connection with dozens, if not hundreds, of property insurance claims assigned to it by way of an Assignment of Benefits contract.

338. Specifically, SFR Services misrepresented (1) the extent and severity of the alleged damage, (2) the cause of the alleged damage, (3) the cost to repair the alleged damage—including labor and materials, (4) the amount SFR Services was charging for “overhead and profit”, and (5) that it was the policyholder’s “contractor” despite the fact that it performed absolutely no construction work whatsoever.

339. SFR Services made these statements knowing that they were false and with the intent to deceive TH Preferred.

340. TH Preferred was in fact deceived and relied upon SFR Services’ representations—often under threat of litigation—in overpaying property insurance claims.

341. As a result of SFR Services’ fraud, TH Preferred was damaged.

WHEREFORE, TH Preferred 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 Assignment of Benefits contracts), costs, interest, and all other relief this Court deems just and proper.

**COUNT XXXII – FRAUD
(BY TH PREFERRED AGAINST DEFENDANT RICKY MCGRAW)**

342. TH Preferred incorporates by reference the allegations contained in paragraph 1 through 79 as if fully set forth herein.

343. Ricky McGraw made false statements of material fact in connection with dozens, if not hundreds, of property insurance claims assigned to SFR Services by way of an Assignment of Benefits contract, including, but not limited to, false statements made under oath.

344. Specifically, Ricky McGraw misrepresented (1) the extent and severity of the alleged damage, (2) the cause of the alleged damage, (3) the cost to repair the alleged damage—including labor and materials, (4) the amount SFR Services was charging for “overhead and profit”, and (5) that SFR Services was the policyholder’s “contractor” despite the fact that it performed absolutely no construction work whatsoever.

345. Ricky McGraw made these statements knowing that they were false and with the intent to deceive TH Preferred.

346. TH Preferred was in fact deceived and relied upon Ricky McGraw’s representations—often under threat of litigation—in overpaying property insurance claims.

347. As a result of Ricky McGraw’s fraud, TH Preferred was damaged.

WHEREFORE, TH Preferred 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 SFR Services and/or policyholders “released” from SFR Services’ Assignment of Benefits contracts), costs, interest, and all other relief this Court deems just and proper.

**COUNT XXXIII – FRAUD
(BY TH PREFERRED AGAINST DEFENDANT ELITE CLAIMS CONSULTANTS)**

348. TH Preferred incorporates by reference the allegations contained in paragraphs 1 through 83 as if fully set forth herein.

349. Elite Claims made false statements of material fact in connection with dozens of property insurance claims assigned by SFR Services.

350. Specifically, Elite Claims misrepresented the cost to repair the alleged damage—including labor and materials, the amount SFR Services would retain as overhead and profit, and that SFR Services was the policyholder’s “contractor” despite the fact that it performed absolutely no construction work whatsoever.

351. Elite Claims made these statements knowing that they were false and with the intent to deceive TH Preferred.

352. TH Preferred was in fact deceived and relied upon Elite Claims’ representations—often under threat of litigation—in overpaying property insurance claims.

353. As a result of Elite Claims’ fraud, TH Preferred was damaged.

WHEREFORE, TH Preferred 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 SFR Services and/or policyholders “released” from SFR Services’ Assignment of Benefits contracts), costs, interest, and all other relief this Court deems just and proper.

**COUNT XXXIV – FRAUD
(BY TH PREFERRED AGAINST DEFENDANT MATTHEW MCGRAW)**

354. TH Preferred incorporates by reference the allegations contained in paragraphs 1 through 83 as if fully set forth herein.

355. Matthew McGraw made false statements of material fact in connection with dozens of property insurance claims assigned by SFR Services.

356. Specifically, Matthew McGraw misrepresented the cost to repair the alleged damage—including labor and materials, the amount SFR Services would retain as overhead and profit, and that SFR Services was the policyholder’s “contractor” despite the fact that it performed absolutely no construction work whatsoever.

357. Matthew McGraw made these statements knowing that they were false and with the intent to deceive TH Preferred.

358. TH Preferred was in fact deceived and relied upon Matthew McGraw’s representations—often under threat of litigation—in overpaying property insurance claims.

359. As a result of Matthew McGraw’s fraud, TH Preferred was damaged.

WHEREFORE, TH Preferred 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 SFR Services and/or policyholders “released” from SFR Services’ Assignment of Benefits contracts), costs, interest, and all other relief this Court deems just and proper.

**COUNT XXXV – INSURANCE FRAUD
(BY TH PREFERRED AGAINST DEFENDANT SFR SERVICES)**

360. TH Preferred incorporates by reference the allegations contained in paragraphs 1 through 83 as if fully set forth herein.

361. SFR Services prepared and presented (or caused and intended to be prepared and presented) grossly inflated estimates to TH Preferred in support of a number of property insurance claims assigned to SFR Services.

362. These intentionally inflated estimates constitute “statements” for purposes of the crime of insurance fraud.

363. As discussed more thoroughly above, the estimates prepared, presented, or intended or caused to be prepared and presented contained false, incomplete, and misleading information material to TH Preferred’s adjustment of insurance claims.

364. SFR Services acted in concert with all of the other Defendants and each had direct knowledge of the fraudulent nature of the estimates.

365. SFR Services’ conduct is a direct violation of Fla. Stat. § 817.234.

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

367. Chapter 772, Florida Statutes, provides civil remedies to those injured by criminal acts, such as TH Preferred.

368. TH Preferred has suffered significant damage as a result of SFR Services’ criminal actions.

WHEREFORE, TH Preferred 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 XXXVI – INSURANCE FRAUD
(BY TH PREFERRED AGAINST DEFENDANT RICKY MCGRAW)**

369. TH Preferred incorporates by reference the allegations contained in paragraphs 1 through 83 as if fully set forth herein.

370. Ricky McGraw prepared and presented (or caused and intended to be prepared and presented) grossly inflated estimates to TH Preferred in support of a number of property insurance claims assigned to SFR Services.

371. These intentionally inflated estimates constitute “statements” for purposes of the crime of insurance fraud.

372. As discussed more thoroughly above, the estimates prepared, presented, or intended or caused to be prepared and presented contained false, incomplete, and misleading information material to TH Preferred’s adjustment of insurance claims.

373. Ricky McGraw acted in concert with the other Defendants and each had direct knowledge of the fraudulent nature of the estimates.

374. Ricky McGraw’s conduct is a direct violation of Fla. Stat. § 817.234.

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

376. Chapter 772, Florida Statutes, provides civil remedies to those injured by criminal acts, such as TH Preferred.

377. TH Preferred has suffered significant damage as a result of Ricky McGraw’s criminal actions.

WHEREFORE, TH Preferred 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 XXXVII – INSURANCE FRAUD
(BY TH PREFERRED AGAINST DEFENDANT ELITE CLAIMS)**

378. TH Preferred incorporates by reference the allegations contained in paragraphs 1 through 83 as if fully set forth herein.

379. Elite Claims prepared and presented (or caused and intended to be prepared and presented) grossly inflated estimates to TH Preferred in support of a number of property insurance claims assigned to SFR Services.

380. These intentionally inflated estimates constitute “statements” for purposes of the crime of insurance fraud.

381. As discussed more thoroughly above, the estimates prepared, presented, or intended or caused to be prepared and presented contained false, incomplete, and misleading information material to TH Preferred’s adjustment of insurance claims.

382. Elite Claims acted in concert with the other Defendants and each had direct knowledge of the fraudulent nature of the estimates.

383. Elite Claims’ conduct is a direct violation of Fla. Stat. § 817.234.

384. Each claim wherein Elite Claims engaged in this conduct constitutes a separate act of insurance fraud.

385. Chapter 772, Florida Statutes, provides civil remedies to those injured by criminal acts, such as TH Preferred.

386. TH Preferred has suffered significant damage as a result of Elite Claims’ criminal actions.

WHEREFORE, TH Preferred 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 XXXVIII – INSURANCE FRAUD
(BY TH PREFERRED AGAINST DEFENDANT MATTHEW MCGRAW)**

387. TH Preferred incorporates by reference the allegations contained in paragraphs 1 through 83 as if fully set forth herein.

388. Matthew McGraw prepared and presented (or caused and intended to be prepared and presented) grossly inflated estimates to TH Preferred in support of a number of property insurance claims assigned to SFR Services.

389. These intentionally inflated estimates constitute “statements” for purposes of the crime of insurance fraud.

390. As discussed more thoroughly above, the estimates prepared, presented, or intended or caused to be prepared and presented contained false, incomplete, and misleading information material to TH Preferred’s adjustment of insurance claims.

391. Matthew McGraw acted in concert with the other Defendants and each had direct knowledge of the fraudulent nature of the estimates.

392. Matthew McGraw’s conduct is a direct violation of Fla. Stat. § 817.234.

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

394. Chapter 772, Florida Statutes, provides civil remedies to those injured by criminal acts, such as TH Preferred.

395. TH Preferred has suffered significant damage as a result of Matthew McGraw’s criminal actions.

WHEREFORE, TH Preferred 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 XXXIX – INSURANCE FRAUD
(BY TH PREFERRED AGAINST DEFENDANT JESSICA MCGRAW)**

396. TH Preferred incorporates by reference the allegations contained in paragraphs 1 through 83 as if fully set forth herein.

397. Jessica McGraw prepared and presented (or caused and intended to be prepared and presented) grossly inflated estimates to TH Preferred in support of a number of property insurance claims assigned to SFR Services.

398. These intentionally inflated estimates constitute “statements” for purposes of the crime of insurance fraud.

399. As discussed more thoroughly above, the estimates prepared, presented, or intended or caused to be prepared and presented contained false, incomplete, and misleading information material to TH Preferred’s adjustment of insurance claims.

400. Jessica McGraw acted in concert with the other Defendants and each had direct knowledge of the fraudulent nature of the estimates.

401. Jessica McGraw’s conduct is a direct violation of Fla. Stat. § 817.234.

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

403. Chapter 772, Florida Statutes, provides civil remedies to those injured by criminal acts, such as TH Preferred.

404. TH Preferred has suffered significant damage as a result of Jessica McGraw's criminal actions.

WHEREFORE, TH Preferred 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 XL – INSURANCE FRAUD
(BY TH PREFERRED AGAINST DEFENDANT MCGRAW PROPERTY SOLUTIONS)**

405. TH Preferred incorporates by reference the allegations contained in paragraphs 1 through 83 as if fully set forth herein.

406. McGraw Property Solutions prepared and presented (or caused and intended to be prepared and presented) grossly inflated estimates to TH Preferred in support of a number of property insurance claims assigned to SFR Services.

407. These intentionally inflated estimates constitute "statements" for purposes of the crime of insurance fraud.

408. As discussed more thoroughly above, the estimates prepared, presented, or intended or caused to be prepared and presented contained false, incomplete, and misleading information material to TH Preferred's adjustment of insurance claims.

409. McGraw Property Solutions acted in concert with the other Defendants and each had direct knowledge of the fraudulent nature of the estimates.

410. McGraw Property Solutions' conduct is a direct violation of Fla. Stat. § 817.234.

411. Each claim wherein McGraw Property Solutions engaged in this conduct constitutes a separate act of insurance fraud.

412. Chapter 772, Florida Statutes, provides civil remedies to those injured by criminal acts, such as TH Preferred.

413. TH Preferred has suffered significant damage as a result of McGraw Property Solutions' criminal actions.

WHEREFORE, TH Preferred 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 XLI – INSURANCE FRAUD
(BY TH PREFERRED AGAINST DEFENDANT MCGRAW ASSET MANAGEMENT)**

414. TH Preferred incorporates by reference the allegations contained in paragraphs 1 through 83 as if fully set forth herein.

415. McGraw Asset Management caused or intended to be prepared and presented grossly inflated estimates to TH Preferred in support of a number of property insurance claims assigned to SFR Services.

416. These intentionally inflated estimates constitute "statements" for purposes of the crime of insurance fraud.

417. As discussed more thoroughly above, the estimates prepared, presented, or intended or caused to be prepared and presented contained false, incomplete, and misleading information material to TH Preferred's adjustment of insurance claims.

418. McGraw Asset Management acted in concert with the other Defendants and each had direct knowledge of the fraudulent nature of the estimates.

419. McGraw Asset Management's conduct is a direct violation of Fla. Stat. § 817.234.

420. Each claim wherein McGraw Asset Management engaged in this conduct constitutes a separate act of insurance fraud.

421. Chapter 772, Florida Statutes, provides civil remedies to those injured by criminal acts, such as TH Preferred.

422. TH Preferred has suffered significant damage as a result of McGraw Asset Management's criminal actions.

WHEREFORE, TH Preferred 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 XLII – INSURANCE FRAUD
(BY TH PREFERRED AGAINST DEFENDANT WILL MYNATT)**

423. TH Preferred incorporates by reference the allegations contained paragraphs 1 through 83 as if fully set forth herein.

424. Mynatt caused or intended to be prepared and presented grossly inflated estimates to TH Preferred in support of a number of property insurance claims assigned to SFR Services.

425. The intentionally inflated estimates constitute "statements" for purposes of the crime of insurance fraud.

426. As discussed more thoroughly above, the estimates prepared, presented, or intended or caused to be prepared and presented contained false, incomplete, and misleading information material to TH Preferred's adjustment of insurance claims.

427. Mynatt acted in concert with the other Defendants and each had direct knowledge of the fraudulent nature of the estimates.

428. Mynatt's conduct is a direct violation of Fla. Stat. § 817.234.

429. Each claim wherein Mynatt engaged in this conduct constitutes a separate act of insurance fraud.

430. Chapter 772, Florida Statutes, provides civil remedies to those injured by criminal acts, such as TH Preferred.

431. TH Preferred has suffered significant damage as a result of Mynatt's criminal actions.

WHEREFORE, TH Preferred 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 XLIII – VIOLATION OF FLORIDA'S DECEPTIVE AND UNFAIR TRADE PRACTICES ACT
(BY TH PRIME AGAINST DEFENDANT SFR SERVICES)**

432. TH Prime incorporates by reference the allegations contained in paragraphs 1 through 83 as if fully set forth herein.

433. 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.

434. These acts constitute violations of Fla. Stat. § 501.201, *et seq.*, including Fla. Stat. § 501.211.

435. Additionally, SFR has committed *per se* violations of FDUTPA pursuant to Fla. Stat. § 501.203 and § 501.211 by violating Fla. Stat. § 817.234 and Fla. Stat. § 626.854(7), (15) and (19)(a), (b), and (d).

436. These acts and omissions committed by SFR Services have caused damage to the insured consumers, as well as TH Prime as a consumer and a legitimate business interest.

437. TH Prime—and its insureds—have been injured as a direct result of SFR Services' conduct.

438. 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, TH Prime 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), attorneys' fees, costs, interest, and all other relief this Court deems just and proper.

**COUNT XLIV – VIOLATION OF FLORIDA'S RICO ACT
(BY TH PRIME AGAINST ALL DEFENDANTS)**

439. TH Prime incorporates by reference the allegations contained in paragraph 1 through 79 as if fully set forth herein.

440. Since the passage of Hurricane Irma and purchase of the company by Ricky McGraw, SFR Services has been utilized by all of the other Defendants for the purpose of defrauding TH Prime into overpaying insurance claims as discussed more thoroughly above.

441. SFR Services is, in and of itself, an enterprise for purposes of Florida's RICO Act.

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

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

444. SFR Services submitted knowingly inflated estimates in no less than 100 separate insurance claims to TH Prime and continues to do so today.

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

446. In addition, SFR Services has made false statements in official proceedings in violation of Fla. Stat. § 837.02.

447. These false statements are part of the continued and ongoing conduct of SFR Services.

448. These violations have been committed by SFR Services, Ricky McGraw, and Matthew McGraw, and are imputable to the other Defendants.

449. The foregoing conduct makes up hundreds of instances of unlawful criminal acts in violation of Chapters 895 and 772, Florida Statutes, and constitute a "pattern of activity" by virtue of the fact that they are ongoing in nature.

450. TH Prime has been damaged by the actions of SFR Services (including all of the associates of the enterprise).

451. Section 772.104 provides TH Prime the right to pursue a private cause of action for money damages due to criminal acts.

WHEREFORE, TH Prime 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 XLV – FRAUD
(BY TH PRIME AGAINST DEFENDANT SFR SERVICES)**

452. TH Prime incorporates by reference the allegations contained in paragraph 1 through 79 as if fully set forth herein.

453. SFR Services made false statements of material fact in connection with dozens, if not hundreds, of property insurance claims assigned to it by way of an Assignment of Benefits contract.

454. Specifically, SFR Services misrepresented (1) the extent and severity of the alleged damage, (2) the cause of the alleged damage, (3) the cost to repair the alleged damage—including labor and materials, (4) the amount SFR Services was charging for “overhead and profit”, and (5) that it was the policyholder’s “contractor” despite the fact that it performed absolutely no construction work whatsoever.

455. SFR Services made these statements knowing that they were false and with the intent to deceive TH Prime.

456. TH Prime was in fact deceived and relied upon SFR Services’ representations—often under threat of litigation—in overpaying property insurance claims.

457. As a result of SFR Services’ fraud, TH Prime was damaged.

WHEREFORE, TH Prime 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 Assignment of Benefits contracts), costs, interest, and all other relief this Court deems just and proper.

**COUNT XLVI – FRAUD
(BY TH PRIME AGAINST DEFENDANT RICKY MCGRAW)**

458. TH Prime incorporates by reference the allegations contained in paragraph 1 through 79 as if fully set forth herein.

459. Ricky McGraw made false statements of material fact in connection with dozens, if not hundreds, of property insurance claims assigned to SFR Services by way of an Assignment of Benefits contract, including, but not limited to, false statements made under oath.

460. Specifically, Ricky McGraw misrepresented (1) the extent and severity of the alleged damage, (2) the cause of the alleged damage, (3) the cost to repair the alleged damage—including labor and materials, (4) the amount SFR Services was charging for “overhead and profit”, and (5) that SFR Services was the policyholder’s “contractor” despite the fact that it performed absolutely no construction work whatsoever.

461. Ricky McGraw made these statements knowing that they were false and with the intent to deceive TH Prime.

462. TH Prime was in fact deceived and relied upon Ricky McGraw’s representations—often under threat of litigation—in overpaying property insurance claims.

463. As a result of Ricky McGraw’s fraud, TH Prime was damaged.

WHEREFORE, TH Prime 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 SFR Services and/or policyholders “released” from SFR Services’ Assignment of Benefits contracts), costs, interest, and all other relief this Court deems just and proper.

**COUNT XLVII – FRAUD
(BY TH PRIME AGAINST DEFENDANT ELITE CLAIMS CONSULTANTS)**

464. TH Prime incorporates by reference the allegations contained in paragraphs 1 through 83 as if fully set forth herein.

465. Elite Claims made false statements of material fact in connection with dozens of property insurance claims assigned by SFR Services.

466. Specifically, Elite Claims misrepresented the cost to repair the alleged damage—including labor and materials, the amount SFR Services would retain as overhead and profit, and

that SFR Services was the policyholder's "contractor" despite the fact that it performed absolutely no construction work whatsoever.

467. Elite Claims made these statements knowing that they were false and with the intent to deceive TH Prime.

468. TH Prime was in fact deceived and relied upon Elite Claims' representations—often under threat of litigation—in overpaying property insurance claims.

469. As a result of Elite Claims' fraud, TH Prime was damaged.

WHEREFORE, TH Prime 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 SFR Services and/or policyholders "released" from SFR Services' Assignment of Benefits contracts), costs, interest, and all other relief this Court deems just and proper.

**COUNT XLVIII – FRAUD
(BY TH PRIME AGAINST DEFENDANT MATTHEW MCGRAW)**

470. TH Prime incorporates by reference the allegations contained in paragraphs 1 through 83 as if fully set forth herein.

471. Matthew McGraw made false statements of material fact in connection with dozens of property insurance claims assigned by SFR Services.

472. Specifically, Matthew McGraw misrepresented the cost to repair the alleged damage—including labor and materials, the amount SFR Services would retain as overhead and profit, and that SFR Services was the policyholder's "contractor" despite the fact that it performed absolutely no construction work whatsoever.

473. Matthew McGraw made these statements knowing that they were false and with the intent to deceive TH Prime.

474. TH Prime was in fact deceived and relied upon Matthew McGraw's representations—often under threat of litigation—in overpaying property insurance claims.

475. As a result of Matthew McGraw's fraud, TH Prime was damaged.

WHEREFORE, TH Prime 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 SFR Services and/or policyholders "released" from SFR Services' Assignment of Benefits contracts), costs, interest, and all other relief this Court deems just and proper.

**COUNT XLIX – INSURANCE FRAUD
(BY TH PRIME AGAINST DEFENDANT SFR SERVICES)**

476. TH Prime incorporates by reference the allegations contained in paragraphs 1 through 83 as if fully set forth herein.

477. SFR Services prepared and presented (or caused and intended to be prepared and presented) grossly inflated estimates to TH Prime in support of a number of property insurance claims assigned to SFR Services.

478. These intentionally inflated estimates constitute "statements" for purposes of the crime of insurance fraud.

479. As discussed more thoroughly above, the estimates prepared, presented, or intended or caused to be prepared and presented contained false, incomplete, and misleading information material to TH Prime's adjustment of insurance claims.

480. SFR Services acted in concert with all of the other Defendants and each had direct knowledge of the fraudulent nature of the estimates.

481. SFR Services' conduct is a direct violation of Fla. Stat. § 817.234.

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

483. Chapter 772, Florida Statutes, provides civil remedies to those injured by criminal acts, such as TH Prime.

484. TH Prime has suffered significant damage as a result of SFR Services' criminal actions.

WHEREFORE, TH Prime 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 L – INSURANCE FRAUD
(BY TH PRIME AGAINST DEFENDANT RICKY MCGRAW)**

485. TH Prime incorporates by reference the allegations contained in paragraphs 1 through 83 as if fully set forth herein.

486. Ricky McGraw prepared and presented (or caused and intended to be prepared and presented) grossly inflated estimates to TH Prime in support of a number of property insurance claims assigned to SFR Services.

487. These intentionally inflated estimates constitute "statements" for purposes of the crime of insurance fraud.

488. As discussed more thoroughly above, the estimates prepared, presented, or intended or caused to be prepared and presented contained false, incomplete, and misleading information material to TH Prime's adjustment of insurance claims.

489. Ricky McGraw acted in concert with the other Defendants and each had direct knowledge of the fraudulent nature of the estimates.

490. Ricky McGraw's conduct is a direct violation of Fla. Stat. § 817.234.

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

492. Chapter 772, Florida Statutes, provides civil remedies to those injured by criminal acts, such as TH Prime.

493. TH Prime has suffered significant damage as a result of Ricky McGraw's criminal actions.

WHEREFORE, TH Prime 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 LI – INSURANCE FRAUD
(BY TH PRIME AGAINST DEFENDANT ELITE CLAIMS)**

494. TH Prime incorporates by reference the allegations contained in paragraphs 1 through 83 as if fully set forth herein.

495. Elite Claims prepared and presented (or caused and intended to be prepared and presented) grossly inflated estimates to TH Prime in support of a number of property insurance claims assigned to SFR Services.

496. These intentionally inflated estimates constitute "statements" for purposes of the crime of insurance fraud.

497. As discussed more thoroughly above, the estimates prepared, presented, or intended or caused to be prepared and presented contained false, incomplete, and misleading information material to TH Prime's adjustment of insurance claims.

498. Elite Claims acted in concert with the other Defendants and each had direct knowledge of the fraudulent nature of the estimates.

499. Elite Claims' conduct is a direct violation of Fla. Stat. § 817.234.

500. Each claim wherein Elite Claims engaged in this conduct constitutes a separate act of insurance fraud.

501. Chapter 772, Florida Statutes, provides civil remedies to those injured by criminal acts, such as TH Prime.

502. TH Prime has suffered significant damage as a result of Elite Claims' criminal actions.

WHEREFORE, TH Prime 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 LII – INSURANCE FRAUD
(BY TH PRIME AGAINST DEFENDANT MATTHEW MCGRAW)**

503. TH Prime incorporates by reference the allegations contained in paragraphs 1 through 83 as if fully set forth herein.

504. Matthew McGraw prepared and presented (or caused and intended to be prepared and presented) grossly inflated estimates to TH Prime in support of a number of property insurance claims assigned to SFR Services.

505. These intentionally inflated estimates constitute “statements” for purposes of the crime of insurance fraud.

506. As discussed more thoroughly above, the estimates prepared, presented, or intended or caused to be prepared and presented contained false, incomplete, and misleading information material to TH Prime’s adjustment of insurance claims.

507. Matthew McGraw acted in concert with the other Defendants and each had direct knowledge of the fraudulent nature of the estimates.

508. Matthew McGraw’s conduct is a direct violation of Fla. Stat. § 817.234.

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

510. Chapter 772, Florida Statutes, provides civil remedies to those injured by criminal acts, such as TH Prime.

511. TH Prime has suffered significant damage as a result of Matthew McGraw’s criminal actions.

WHEREFORE, TH Prime 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 LIII – INSURANCE FRAUD
(BY TH PRIME AGAINST DEFENDANT JESSICA MCGRAW)**

512. TH Prime incorporates by reference the allegations contained in paragraphs 1 through 83 as if fully set forth herein.

513. Jessica McGraw prepared and presented (or caused and intended to be prepared and presented) grossly inflated estimates to TH Prime in support of a number of property insurance claims assigned to SFR Services.

514. These intentionally inflated estimates constitute “statements” for purposes of the crime of insurance fraud.

515. As discussed more thoroughly above, the estimates prepared, presented, or intended or caused to be prepared and presented contained false, incomplete, and misleading information material to TH Prime’s adjustment of insurance claims.

516. Jessica McGraw acted in concert with the other Defendants and each had direct knowledge of the fraudulent nature of the estimates.

517. Jessica McGraw’s conduct is a direct violation of Fla. Stat. § 817.234.

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

519. Chapter 772, Florida Statutes, provides civil remedies to those injured by criminal acts, such as TH Prime.

520. TH Prime has suffered significant damage as a result of Jessica McGraw’s criminal actions.

WHEREFORE, TH Prime 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 LIV – INSURANCE FRAUD
(BY TH PRIME AGAINST DEFENDANT MCGRAW PROPERTY SOLUTIONS)**

521. TH Prime incorporates by reference the allegations contained in paragraphs 1 through 83 as if fully set forth herein.

522. McGraw Property Solutions prepared and presented (or caused and intended to be prepared and presented) grossly inflated estimates to TH Prime in support of a number of property insurance claims assigned to SFR Services.

523. These intentionally inflated estimates constitute “statements” for purposes of the crime of insurance fraud.

524. As discussed more thoroughly above, the estimates prepared, presented, or intended or caused to be prepared and presented contained false, incomplete, and misleading information material to TH Prime’s adjustment of insurance claims.

525. McGraw Property Solutions acted in concert with the other Defendants and each had direct knowledge of the fraudulent nature of the estimates.

526. McGraw Property Solutions’ conduct is a direct violation of Fla. Stat. § 817.234.

527. Each claim wherein McGraw Property Solutions engaged in this conduct constitutes a separate act of insurance fraud.

528. Chapter 772, Florida Statutes, provides civil remedies to those injured by criminal acts, such as TH Prime.

529. TH Prime has suffered significant damage as a result of McGraw Property Solutions’ criminal actions.

WHEREFORE, TH Prime 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 LV – INSURANCE FRAUD
(BY TH PRIME AGAINST DEFENDANT MCGRAW ASSET MANAGEMENT)**

530. TH Prime incorporates by reference the allegations contained in paragraphs 1 through 83 as if fully set forth herein.

531. McGraw Asset Management caused or intended to be prepared and presented grossly inflated estimates to TH Prime in support of a number of property insurance claims assigned to SFR Services.

532. These intentionally inflated estimates constitute “statements” for purposes of the crime of insurance fraud.

533. As discussed more thoroughly above, the estimates prepared, presented, or intended or caused to be prepared and presented contained false, incomplete, and misleading information material to TH Prime’s adjustment of insurance claims.

534. McGraw Asset Management acted in concert with the other Defendants and each had direct knowledge of the fraudulent nature of the estimates.

535. McGraw Asset Management’s conduct is a direct violation of Fla. Stat. § 817.234.

536. Each claim wherein McGraw Asset Management engaged in this conduct constitutes a separate act of insurance fraud.

537. Chapter 772, Florida Statutes, provides civil remedies to those injured by criminal acts, such as TH Prime.

538. TH Prime has suffered significant damage as a result of McGraw Asset Management’s criminal actions.

WHEREFORE, TH Prime 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 LVI – INSURANCE FRAUD
(BY TH PRIME AGAINST DEFENDANT WILL MYNATT)**

539. TH Prime incorporates by reference the allegations contained paragraphs 1 through 83 as if fully set forth herein.

540. Mynatt caused or intended to be prepared and presented grossly inflated estimates to TH Prime in support of a number of property insurance claims assigned to SFR Services.

541. The intentionally inflated estimates constitute “statements” for purposes of the crime of insurance fraud.

542. As discussed more thoroughly above, the estimates prepared, presented, or intended or caused to be prepared and presented contained false, incomplete, and misleading information material to TH Prime’s adjustment of insurance claims.

543. Mynatt acted in concert with the other Defendants and each had direct knowledge of the fraudulent nature of the estimates.

544. Mynatt’s conduct is a direct violation of Fla. Stat. § 817.234.

545. Each claim wherein Mynatt engaged in this conduct constitutes a separate act of insurance fraud.

546. Chapter 772, Florida Statutes, provides civil remedies to those injured by criminal acts, such as TH Prime.

547. TH Prime has suffered significant damage as a result of Mynatt’s criminal actions.

WHEREFORE, TH Prime 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 LVII – VIOLATION OF FLORIDA'S DECEPTIVE AND UNFAIR TRADE PRACTICES ACT
(BY OMEGA AGAINST DEFENDANT SFR SERVICES)**

548. Omega incorporates by reference the allegations contained in paragraphs 1 through 83 as if fully set forth herein.

549. 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.

550. These acts constitute violations of Fla. Stat. § 501.201, *et seq.*, including Fla. Stat. § 501.211.

551. Additionally, SFR has committed *per se* violations of FDUTPA pursuant to Fla. Stat. § 501.203 and § 501.211 by violating Fla. Stat. § 817.234 and Fla. Stat. § 626.854(7), (15) and (19)(a), (b), and (d).

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

553. Omega—and its insureds—have been injured as a direct result of SFR Services’ conduct.

554. 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, Omega 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), attorneys’ fees, costs, interest, and all other relief this Court deems just and proper.

**COUNT LVIII – VIOLATION OF FLORIDA'S RICO ACT
(BY OMEGA AGAINST ALL DEFENDANTS)**

555. Omega incorporates by reference the allegations contained in paragraph 1 through 79 as if fully set forth herein.

556. Since the passage of Hurricane Irma and purchase of the company by Ricky McGraw, SFR Services has been utilized by all of the other Defendants for the purpose of defrauding Omega into overpaying insurance claims as discussed more thoroughly above.

557. SFR Services is, in and of itself, an enterprise for purposes of Florida's RICO Act.

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

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

560. SFR Services submitted knowingly inflated estimates in no less than 100 separate insurance claims to Omega and continues to do so today.

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

562. In addition, SFR Services has made false statements in official proceedings in violation of Fla. Stat. § 837.02.

563. These false statements are part of the continued and ongoing conduct of SFR Services.

564. These violations have been committed by SFR Services, Ricky McGraw, and Matthew McGraw, and are imputable to the other Defendants.

565. The foregoing conduct makes up hundreds of instances of unlawful criminal acts in violation of Chapters 895 and 772, Florida Statutes, and constitute a “pattern of activity” by virtue of the fact that they are ongoing in nature.

566. Omega has been damaged by the actions of SFR Services (including all of the associates of the enterprise).

567. Section 772.104 provides Omega the right to pursue a private cause of action for money damages due to criminal acts.

WHEREFORE, Omega 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 LIX – FRAUD
(BY OMEGA AGAINST DEFENDANT SFR SERVICES)**

568. Omega incorporates by reference the allegations contained in paragraph 1 through 79 as if fully set forth herein.

569. SFR Services made false statements of material fact in connection with dozens, if not hundreds, of property insurance claims assigned to it by way of an Assignment of Benefits contract.

570. Specifically, SFR Services misrepresented (1) the extent and severity of the alleged damage, (2) the cause of the alleged damage, (3) the cost to repair the alleged damage—including labor and materials, (4) the amount SFR Services was charging for “overhead and profit”, and (5) that it was the policyholder’s “contractor” despite the fact that it performed absolutely no construction work whatsoever.

571. SFR Services made these statements knowing that they were false and with the intent to deceive Omega.

572. Omega was in fact deceived and relied upon SFR Services' representations—often under threat of litigation—in overpaying property insurance claims.

573. As a result of SFR Services' fraud, Omega was damaged.

WHEREFORE, Omega 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 Assignment of Benefits contracts), costs, interest, and all other relief this Court deems just and proper.

**COUNT LX – FRAUD
(BY OMEGA AGAINST DEFENDANT RICKY MCGRAW)**

574. Omega incorporates by reference the allegations contained in paragraph 1 through 79 as if fully set forth herein.

575. Ricky McGraw made false statements of material fact in connection with dozens, if not hundreds, of property insurance claims assigned to SFR Services by way of an Assignment of Benefits contract, including, but not limited to, false statements made under oath.

576. Specifically, Ricky McGraw misrepresented (1) the extent and severity of the alleged damage, (2) the cause of the alleged damage, (3) the cost to repair the alleged damage—including labor and materials, (4) the amount SFR Services was charging for "overhead and profit", and (5) that SFR Services was the policyholder's "contractor" despite the fact that it performed absolutely no construction work whatsoever.

577. Ricky McGraw made these statements knowing that they were false and with the intent to deceive Omega.

578. Omega was in fact deceived and relied upon Ricky McGraw's representations—often under threat of litigation—in overpaying property insurance claims.

579. As a result of Ricky McGraw's fraud, Omega was damaged.

WHEREFORE, Omega 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 SFR Services and/or policyholders "released" from SFR Services' Assignment of Benefits contracts), costs, interest, and all other relief this Court deems just and proper.

**COUNT LXI – FRAUD
(BY OMEGA AGAINST DEFENDANT ELITE CLAIMS CONSULTANTS)**

580. Omega incorporates by reference the allegations contained in paragraphs 1 through 83 as if fully set forth herein.

581. Elite Claims made false statements of material fact in connection with dozens of property insurance claims assigned by SFR Services.

582. Specifically, Elite Claims misrepresented the cost to repair the alleged damage—including labor and materials, the amount SFR Services would retain as overhead and profit, and that SFR Services was the policyholder's "contractor" despite the fact that it performed absolutely no construction work whatsoever.

583. Elite Claims made these statements knowing that they were false and with the intent to deceive Omega.

584. Omega was in fact deceived and relied upon Elite Claims' representations—often under threat of litigation—in overpaying property insurance claims.

585. As a result of Elite Claims' fraud, Omega was damaged.

WHEREFORE, Omega 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 SFR Services and/or policyholders “released” from SFR Services’ Assignment of Benefits contracts), costs, interest, and all other relief this Court deems just and proper.

**COUNT LXII – FRAUD
(BY OMEGA AGAINST DEFENDANT MATTHEW MCGRAW)**

586. Omega incorporates by reference the allegations contained in paragraphs 1 through 83 as if fully set forth herein.

587. Matthew McGraw made false statements of material fact in connection with dozens of property insurance claims assigned by SFR Services.

588. Specifically, Matthew McGraw misrepresented the cost to repair the alleged damage—including labor and materials, the amount SFR Services would retain as overhead and profit, and that SFR Services was the policyholder’s “contractor” despite the fact that it performed absolutely no construction work whatsoever.

589. Matthew McGraw made these statements knowing that they were false and with the intent to deceive Omega.

590. Omega was in fact deceived and relied upon Matthew McGraw’s representations—often under threat of litigation—in overpaying property insurance claims.

591. As a result of Matthew McGraw’s fraud, Omega was damaged.

WHEREFORE, Omega 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 SFR Services and/or policyholders “released” from SFR

Services' Assignment of Benefits contracts), costs, interest, and all other relief this Court deems just and proper.

**COUNT LXIII – INSURANCE FRAUD
(BY OMEGA AGAINST DEFENDANT SFR SERVICES)**

592. Omega incorporates by reference the allegations contained in paragraphs 1 through 83 as if fully set forth herein.

593. SFR Services prepared and presented (or caused and intended to be prepared and presented) grossly inflated estimates to Omega in support of a number of property insurance claims assigned to SFR Services.

594. These intentionally inflated estimates constitute "statements" for purposes of the crime of insurance fraud.

595. As discussed more thoroughly above, the estimates prepared, presented, or intended or caused to be prepared and presented contained false, incomplete, and misleading information material to Omega's adjustment of insurance claims.

596. SFR Services acted in concert with all of the other Defendants and each had direct knowledge of the fraudulent nature of the estimates.

597. SFR Services' conduct is a direct violation of Fla. Stat. § 817.234.

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

599. Chapter 772, Florida Statutes, provides civil remedies to those injured by criminal acts, such as Omega.

600. Omega has suffered significant damage as a result of SFR Services' criminal actions.

WHEREFORE, Omega 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 LXIV – INSURANCE FRAUD
(BY OMEGA AGAINST DEFENDANT RICKY MCGRAW)**

601. Omega incorporates by reference the allegations contained in paragraphs 1 through 83 as if fully set forth herein.

602. Ricky McGraw prepared and presented (or caused and intended to be prepared and presented) grossly inflated estimates to Omega in support of a number of property insurance claims assigned to SFR Services.

603. These intentionally inflated estimates constitute “statements” for purposes of the crime of insurance fraud.

604. As discussed more thoroughly above, the estimates prepared, presented, or intended or caused to be prepared and presented contained false, incomplete, and misleading information material to Omega’s adjustment of insurance claims.

605. Ricky McGraw acted in concert with the other Defendants and each had direct knowledge of the fraudulent nature of the estimates.

606. Ricky McGraw’s conduct is a direct violation of Fla. Stat. § 817.234.

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

608. Chapter 772, Florida Statutes, provides civil remedies to those injured by criminal acts, such as Omega.

609. Omega has suffered significant damage as a result of Ricky McGraw's criminal actions.

WHEREFORE, Omega 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 LXV – INSURANCE FRAUD
(BY OMEGA AGAINST DEFENDANT ELITE CLAIMS)**

610. Omega incorporates by reference the allegations contained in paragraphs 1 through 83 as if fully set forth herein.

611. Elite Claims prepared and presented (or caused and intended to be prepared and presented) grossly inflated estimates to Omega in support of a number of property insurance claims assigned to SFR Services.

612. These intentionally inflated estimates constitute "statements" for purposes of the crime of insurance fraud.

613. As discussed more thoroughly above, the estimates prepared, presented, or intended or caused to be prepared and presented contained false, incomplete, and misleading information material to Omega's adjustment of insurance claims.

614. Elite Claims acted in concert with the other Defendants and each had direct knowledge of the fraudulent nature of the estimates.

615. Elite Claims' conduct is a direct violation of Fla. Stat. § 817.234.

616. Each claim wherein Elite Claims engaged in this conduct constitutes a separate act of insurance fraud.

617. Chapter 772, Florida Statutes, provides civil remedies to those injured by criminal acts, such as Omega.

618. Omega has suffered significant damage as a result of Elite Claims' criminal actions.

WHEREFORE, Omega 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 LXVI – INSURANCE FRAUD
(BY OMEGA AGAINST DEFENDANT MATTHEW MCGRAW)**

619. Omega incorporates by reference the allegations contained in paragraphs 1 through 83 as if fully set forth herein.

620. Matthew McGraw prepared and presented (or caused and intended to be prepared and presented) grossly inflated estimates to Omega in support of a number of property insurance claims assigned to SFR Services.

621. These intentionally inflated estimates constitute "statements" for purposes of the crime of insurance fraud.

622. As discussed more thoroughly above, the estimates prepared, presented, or intended or caused to be prepared and presented contained false, incomplete, and misleading information material to Omega's adjustment of insurance claims.

623. Matthew McGraw acted in concert with the other Defendants and each had direct knowledge of the fraudulent nature of the estimates.

624. Matthew McGraw's conduct is a direct violation of Fla. Stat. § 817.234.

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

626. Chapter 772, Florida Statutes, provides civil remedies to those injured by criminal acts, such as Omega.

627. Omega has suffered significant damage as a result of Matthew McGraw's criminal actions.

WHEREFORE, Omega 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 LXVII – INSURANCE FRAUD
(BY OMEGA AGAINST DEFENDANT JESSICA MCGRAW)**

628. Omega incorporates by reference the allegations contained in paragraphs 1 through 83 as if fully set forth herein.

629. Jessica McGraw prepared and presented (or caused and intended to be prepared and presented) grossly inflated estimates to Omega in support of a number of property insurance claims assigned to SFR Services.

630. These intentionally inflated estimates constitute "statements" for purposes of the crime of insurance fraud.

631. As discussed more thoroughly above, the estimates prepared, presented, or intended or caused to be prepared and presented contained false, incomplete, and misleading information material to Omega's adjustment of insurance claims.

632. Jessica McGraw acted in concert with the other Defendants and each had direct knowledge of the fraudulent nature of the estimates.

633. Jessica McGraw's conduct is a direct violation of Fla. Stat. § 817.234.

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

635. Chapter 772, Florida Statutes, provides civil remedies to those injured by criminal acts, such as Omega.

636. Omega has suffered significant damage as a result of Jessica McGraw's criminal actions.

WHEREFORE, Omega 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 LXVIII – INSURANCE FRAUD
(BY OMEGA AGAINST DEFENDANT MCGRAW PROPERTY SOLUTIONS)**

637. Omega incorporates by reference the allegations contained in paragraphs 1 through 83 as if fully set forth herein.

638. McGraw Property Solutions prepared and presented (or caused and intended to be prepared and presented) grossly inflated estimates to Omega in support of a number of property insurance claims assigned to SFR Services.

639. These intentionally inflated estimates constitute "statements" for purposes of the crime of insurance fraud.

640. As discussed more thoroughly above, the estimates prepared, presented, or intended or caused to be prepared and presented contained false, incomplete, and misleading information material to Omega's adjustment of insurance claims.

641. McGraw Property Solutions acted in concert with the other Defendants and each had direct knowledge of the fraudulent nature of the estimates.

642. McGraw Property Solutions' conduct is a direct violation of Fla. Stat. § 817.234.

643. Each claim wherein McGraw Property Solutions engaged in this conduct constitutes a separate act of insurance fraud.

644. Chapter 772, Florida Statutes, provides civil remedies to those injured by criminal acts, such as Omega.

645. Omega has suffered significant damage as a result of McGraw Property Solutions' criminal actions.

WHEREFORE, Omega 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 LXIX – INSURANCE FRAUD
(BY OMEGA AGAINST DEFENDANT MCGRAW ASSET MANAGEMENT)**

646. Omega incorporates by reference the allegations contained in paragraphs 1 through 83 as if fully set forth herein.

647. McGraw Asset Management caused or intended to be prepared and presented grossly inflated estimates to Omega in support of a number of property insurance claims assigned to SFR Services.

648. These intentionally inflated estimates constitute “statements” for purposes of the crime of insurance fraud.

649. As discussed more thoroughly above, the estimates prepared, presented, or intended or caused to be prepared and presented contained false, incomplete, and misleading information material to Omega’s adjustment of insurance claims.

650. McGraw Asset Management acted in concert with the other Defendants and each had direct knowledge of the fraudulent nature of the estimates.

651. McGraw Asset Management’s conduct is a direct violation of Fla. Stat. § 817.234.

652. Each claim wherein McGraw Asset Management engaged in this conduct constitutes a separate act of insurance fraud.

653. Chapter 772, Florida Statutes, provides civil remedies to those injured by criminal acts, such as Omega.

654. Omega has suffered significant damage as a result of McGraw Asset Management’s criminal actions.

WHEREFORE, Omega 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 LXX – INSURANCE FRAUD
(BY OMEGA AGAINST DEFENDANT WILL MYNATT)**

655. Omega incorporates by reference the allegations contained paragraphs 1 through 83 as if fully set forth herein.

656. Mynatt caused or intended to be prepared and presented grossly inflated estimates to Omega in support of a number of property insurance claims assigned to SFR Services.

657. The intentionally inflated estimates constitute “statements” for purposes of the crime of insurance fraud.

658. As discussed more thoroughly above, the estimates prepared, presented, or intended or caused to be prepared and presented contained false, incomplete, and misleading information material to Omega’s adjustment of insurance claims.

659. Mynatt acted in concert with the other Defendants and each had direct knowledge of the fraudulent nature of the estimates.

660. Mynatt’s conduct is a direct violation of Fla. Stat. § 817.234.

661. Each claim wherein Mynatt engaged in this conduct constitutes a separate act of insurance fraud.

662. Chapter 772, Florida Statutes, provides civil remedies to those injured by criminal acts, such as Omega.

663. Omega has suffered significant damage as a result of Mynatt’s criminal actions.

WHEREFORE, Omega 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.

(Certificate of Service on the following page)

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 22nd day of March, 2021, a true and complete copy of the foregoing has been served on Pike & Lustig, LLP, 1209 N. Olive Ave., West Palm Beach, FL 33401 to pleadings@pikelustig.com and all email addresses listed for counsel of record on the Florida Courts E-Filing Portal.

ZINOBER, DIANA & MONTEVERDE, P.A.

/s/ Michael A. Monteverde

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