

**The Florida Bar
Inquiry/Complaint Form**

RECEIVED

PART ONE (See Page 1, PART ONE – Complainant Information.): FEB -1 2019 *Ce*

Your Name: DENNIS A. NOWAK

THE FLORIDA BAR - ACAP
FLORIDA BAR ASSOCIATION

Organization: _____

Address: 15817 KINLOCKE DRIVE

City, State, Zip Code: HUNTERSVILLE, NC 28078

Telephone: 305-608-0990

E-mail: DANOWAKLAW@GMAIL.COM

ACAP Reference No.: _____

Does this complaint pertain to a matter currently in litigation? Yes ☒ No ☐

PART TWO (See Page 1, PART TWO – Attorney Information.):

Attorney's Name: SCOT STREMS

Florida Bar No.: 42524

Address: 2555 PONCE DE LEON BLVD. SUITE 2101

City, State, Zip Code: CORAL GABLES, FL. 33134

Telephone: _____

PART THREE (See Page 1, PART THREE – Facts/Allegations.): The specific thing or things I am complaining about are: (attach additional sheets as necessary)

(Note that this field maxes out at 1800 characters - attach additional sheets as necessary)

SEE ATTACHED STATEMENT OF FACTS.

RECEIVED, 06/11/2020 04:44:40 PM, Clerk, Supreme Court

Exhibit A

PART FOUR (See Page 1, PART FOUR – Witnesses.): The witnesses in support of my allegations are: [see attached sheet].

PART FIVE (See Page 1, PART FIVE – Signature.): Under penalties of perjury, I declare that the foregoing facts are true, correct and complete.

DENNIS A. NOWAK
Print Name


Signature

FLA. BAR NO. 328979

1/28/19
Date

STATEMENT OF FACTS/ALLEGATIONS

On September 10, 2017 Margaret J. Nowak's home located at 450 NW 69th Terrace, Margate, Florida was damaged by Hurricane Irma. On September 16, 2017 Margaret J. Nowak retained the law firm of Strems Law Firm PA ("Strems Law Firm") to represent her in a damage claim against her insurer, Florida Peninsula Insurance Company ("Florida Peninsula"). A copy of the Contingent Fee Retainer Agreement signed by Margaret J. Nowak and Scot Strems is attached as Exhibit "A." ("Fee Agreement").

Margaret J. Nowak is now 86 years old, in frail health and has only a rudimentary understanding of financial and insurance matters. As a result, her adult sons, Kenneth E. Novak ("Ken Novak") and Dennis A. Nowak ("Dennis Nowak") began corresponding with lawyers at Strems Law Firm on her behalf. The primary contact was between Ken Novak and Attorney Carlos J. Camejo ("Camejo").

For several months Camejo interacted with Florida Peninsula to resolve the claim which, according to a consultant hired by Strems Law Firm, totaled \$64,031.28. A copy of the Damage Report was provided to Ken Novak and is available upon request. In support of this claim Florida Peninsula took a sworn statement of Margaret J. Nowak on or about March 27, 2018, accompanied by Ken Novak.

Over the next many months Camejo reported that they were unsuccessful in resolving the claim or even in getting a settlement offer. In June 2018 Ken Novak communicated with Camejo and conveyed that a settlement of \$36,680 would be acceptable as the roof on the home was leaking and in need of replacement. Camejo said he would attempt to obtain that amount. See email attached as Exhibit "B." However, no settlement offer was obtained from the insurer.

As a result of this inaction Strems Law Firm filed a lawsuit against Florida Peninsula on or about July 2, 2018. A copy of the Complaint was requested by Ken Novak and was provided on July 5, 2018, a copy of which is available upon request.

On August 2, 2018, after suit had been filed, Camejo emailed Ken Novak and informed him that Florida Peninsula had made a settlement offer of "\$30,000 net" which would result in a payment to Margaret J. Nowak of \$22,500. On August 3, 2018 Ken Novak requested that Camejo attempt to obtain a settlement of \$30,000 net to Margaret J. Nowak and Camejo responded that he would attempt to have the attorney's fees be exclusive so that she would wind up with more. That email exchange is attached as Exhibit "C." No other settlement offer was communicated.

Late in August 2018 Ken Novak inquired of Camejo as to the status of the settlement negotiations and was told that Mr. Strems was handling it and that Camejo would check with him. Email reflecting this exchange are attached as Exhibit "D." On September 10, 2018, Ken Novak emailed Camejo and asked him to have Scot Strems contact him directly. He asked again on September 19, 2018, having had no response. These email are available on request.

In September and December 2018 Ken Novak inquired as to the status of the settlement and on December 13, 2018 was told by legal assistant Johanna Espinal that settlement paperwork was being finalized. These email are available upon request. Despite several additional requests, these final settlement documents were not provided until January 18, 2019.

Prior to receiving the final settlement documents, Ken Novak had been led to believe that the only settlement offer that had been made was for a net amount of \$30,000 that would result in a payment of \$22,500 to Margaret J. Nowak. However, the actual settlement documents revealed, for the first time, that Scot Strems had obtained a settlement offer of \$50,476 from Florida Peninsula – an offer that had never been communicated to anyone. A copy of the first page of the Release/Hold Harmless/Indemnity Agreement affecting this offer is attached as Exhibit "E." A copy of the entire document is available upon request. Further, contrary to the Fee Agreement which provided for an attorneys' fee of 30% of the

recovery, the Closing Statement signed by Scot Stremms asserted a claim for attorneys' fees of \$22,500. A copy of the Closing Statement is attached as Exhibit "F."

Any alleged "agreement" on behalf of Margaret J. Nowak by Ken Novak to accept a settlement of \$22,500 was the product of a representation by Camejo in early August, 2018 that this would be the net amount available if the original offer by Florida Peninsula could not be improved. The representation by Camejo was that if it could be improved, our mother would get more money. In fact, Scot Stremms did improve the offer by some \$20,000, which fact was not communicated by Scot Stremms or Camejo until the final settlement paperwork was presented for signature. Neither Ken Novak nor anyone else acting on behalf of Margaret J. Nowak agreed to accept a payment of \$22,500 on an offer of over \$50,000 because we were not advised of the new offer when it had changed.

On January 18, 2019, Scot Stremms made the representation in the Closing Statement that the attorneys' fee due to the Stremms Law Firm was "pursuant to Florida Statute 627.428." (The "Fee Statute.") This representation was false when made and was known or should have been known to be false. Indeed, the plain language of the Fee Statute provides that it only applies in cases where a judgment has been obtained against an insurer, and provides for a court awarded fee. Neither of these conditions applies.

The Stremms Law Firm's Fee Agreement recognizes this by providing that their fee after a lawsuit has been filed would be "thirty percent (30%) [of the recovery] or the awarded amount whichever is greater." This same provision elsewhere makes clear that such an "awarded amount" refers to a court awarded fee. Thus, under the terms of the Fee Agreement, the allowable attorneys' fee in this case was 30% of \$50,476 or \$15,142.80, not the \$22,500 claimed (nearly 45%). Scot Stremms is now withholding the settlement funds from Margaret J. Nowak based on the assertion of fees to which the Stremms Law Firm is not entitled.

On January 21, 2019 and January 22, 2019, we objected to the Closing Statement and the fees claimed therein. These email are available upon request.

On January 24, 2019, I sent an email to Scot Stremms asking him to call me to discuss this situation. Instead, on January 25, 2019 attorney Lea Castro-Martinez called me to discuss my objections to their fee. During that conversation, Ms. Castro-Martinez stated that the Fee Statute cited in the Closing Statement and the Fee Agreement somehow allows them to calculate their own "reasonable fee" in excess of the 30% contingency specified in their Fee Agreement because a law suit had been filed. She also stated that they calculated all of their contingency fees this way. So this firm practice has likely resulted in many more Stremms Law Firm clients being cheated out of settlement proceeds.

This complaint is being filed by me both in my individual capacity as a member of the Florida Bar, and on behalf of my mother, Margaret J. Nowak, pursuant to a Durable Power of Attorney ("POA"). This POA was previously provided to attorney Camejo and is available upon request.

Witnesses

1. Margaret J. Nowak
450 NW 69th Terrace
Margate, FL 33063
Can identify her signature on the Fee Agreement.
2. Kenneth E. Novak (ken@slccommercial.com)
5802 SW Mistletoe Lane
Palm City, FL 34990
(772) 341-9914
Can testify about settlement negotiation communications with Carlos Camejo and the facts in the Complaint, including email and telephone communications identified in the Statement of Facts.
3. Dennis A. Nowak (danowaklaw@gmail.com)
15817 Kinlocke Dr.
Huntersville, NC 28078
(305) 608-0990
Can testify about email communications to which he was a party and a telephone conversation with attorney Lea Castro-Martinez identified in the Statement of Facts.
4. Scot Strems (scot@stremslaw.com)
2555 Ponce de Leon Blvd.
Suite 2101
Coral Gables, FL 33134
(786) 430-0882
Can testify about his signature on Fee Agreement and Closing Statement, negotiations with Florida Peninsula and the Strems Law Firm's calculation of attorneys' fees. Also can verify that he had no communications regarding the \$50,476 offer with Margaret J. Nowak or anyone on her behalf.
5. Carlos J. Camejo (cj@stremslaw.com)
2555 Ponce de Leon Blvd.
Suite 2101
Coral Gables, FL 33134
(786) 430-0882
Can testify about his negotiations with Florida Peninsula and his related communications with Kenneth E. Novak. Also can verify that he had no communications regarding the \$50,476 offer with Margaret J. Nowak or anyone on her behalf.
6. Lea Castro Martinez (lea@stremslaw.com)
2555 Ponce de Leon Blvd.
Suite 2101
Coral Gables, FL 33134
(786) 430-0882
Can testify about the conversation identified in the Statement of Facts and the calculation of attorneys' fees in the Closing Statement.

CONTINGENT FEE RETAINER AGREEMENT

RE: *Property Loss and/or Damage Claim*

79881-00

The undersigned client(s) (hereinafter "CLIENT") hereby retains and employs THE STREMS LAW FIRM, P.A. (hereinafter "Attorney"), to represent Client in regard to claim(s) for claims against their insurance carrier, insurance agent, and other responsible party, arising out of a Hurricane Irma an accident, loss, or occurrence that happened at property located 450 nw 69th terrace, Margate, FL 33063, on date 09/10/2017, and covered under the Florida peninsula insurance policy # FPH411655403, or other insurance company later identified by investigation.

- 1. Attorney's Fees : Pre-Litigation:** This employment is on a contingent fee basis. If no recovery is made for, or on behalf of Client, THE CLIENT SHALL NOT PAY ATTORNEY'S FEES for any of the services rendered in this matter. From the gross recovery attorney shall receive, inclusive of pre-litigation costs, 25% of recovery (inclusive of recoverable depreciation, overhead and profit, and all claims that are to be charged from dollar one less deductible), or five percent (5%) in the event amount is recovered via an invocation of appraisal, increased to 25% if Client does not have his/her/its own appraiser. Attorney will honor and cooperate with client's choice of appraiser, estimator or loss consultant. Should the insurer invoke their right to conduct an Examination Under Oath (EUO), attorney shall be entitled to an additional one-thousand-two-hundred-fifty dollars (\$1,250.00) for professional services rendered relating to said EUO as a flat fee, which fee is contingent on recovery. THERE ARE NO UPFRONT FEES. Note: The Policyholder is responsible for half of the appraisal expenses, where applicable.
- 2. Attorney's Fees: Litigation:** Client hereby authorizes Attorney to file suit against Client's insurance carrier or other responsible party should they deny, reject, or under-pay Client's claim. If the payment of attorney's fees is required to be determined by the Court, or if settlement is achieved via negotiations with the responsible party, attorney shall be entitled to receive all of such attorney's fees, including any and all contingency risk factor multipliers awarded by the Court. If a settlement includes an amount for attorney's fees, attorney shall be entitled to receive all of its expended and/or negotiated fees. In all cases whether there is a recovery of court awarded fees or not, by contract or statute, the fee shall be thirty percent (30%) or the awarded amount, whichever is greater. Pursuant to 627.428, Florida Statute, the Insurance Company is responsible to pay for the Client's attorney's fees when and if, the Client prevails against the Insurance Company. NO RECOVERY, NO FEE.
- 3. Litigation Costs/Breach of Contract Actions:** Attorney is entitled to be paid by Client or award of Court, all court costs and reasonable claim related expenses incurred in this matter. Client understands and acknowledges that Attorney may retain and work on this matter in conjunction with a loss consulting group or other attorneys, and that associated costs and expenses for work performed by that consulting group or attorneys prior to litigation may be advanced by this Attorney. Any work performed by the loss consulting group, or Attorney, in association with any litigation of this matter shall be in the capacity of a retained expert, and will be billed in addition to any attorney fees owed in accordance with the above. Expenses are to never exceed 35% of indemnity/settlement recovered. Client agrees that in the event of a fee payment dispute, Attorney is entitled to and may file a charging and retaining lien to recover its outstanding fees and costs. In the event that Client has retained an expert, consultant, or public adjuster, prior to retaining the Attorney, Client and Attorney affirms that they will acknowledge prior relationship(s) and will honor Client's agreement. Client affirms that they will remain liable for professional fees incurred as a result of prior agreement.
- 4. Client Cooperation:** Client agrees to cooperate with the Attorney's requests, to be available to the Attorney at reasonable times and places, and to keep Attorney fully advised as to current address and telephone number. It is agreed that The client further understands that these cases take many months to analyze, gather information and study. For these reasons, the Client recognizes the right of said law office to withdraw from the case and return copies of the file to the undersigned client at said law office's discretion, whenever the law office is of the opinion that the chances for success do not justify going forward.
- 5. Statement of Client Rights:** Client represents that before signing this contract they have received and read The Statement of Client's Rights. Client affirms that they understand their rights set forth therein. Client affirms they have signed The Statement of Client's Rights and have received a copy. This contract may be canceled by written notification to the Attorney within 3 business days of signing by Client. If cancelled, Client shall not be obligated to pay any fees to Attorney for any/all work performed during that time. If Attorney has advanced funds to others in representation of the Client, Attorney is entitled to be reimbursed for all amounts advanced on behalf of Client.
- 6. Early Termination:** In the event Client chooses to terminate contract before an agreement to settle with the responsible party is made, and Client settles the claim personally and/or through other counsel, Client agrees to compensate the attorney a reasonable hourly rate for all past legal services performed and costs expended prior to termination. The Parties agree and direct that such payment will be made out of the settlement proceeds and the insurance company or responsible party is directed to pay or withhold settlement proceeds accordingly.
- 7. Power of Attorney:** Client authorizes the Attorney, on their behalf, to execute any and all documents, including pleadings, stipulations and agreements, and to retain in their name, the services of any and all accountants, expert witnesses, appraisers, contractors and investigators whom in its discretion are deemed necessary to prepare for the prosecution of the action described above. Client further authorizes attorney to pay out of the proceeds of recovery all unpaid costs and liens. Client authorizes attorney to endorse Client's signatures on any settlement check and to deposit check into Attorney's trust account.
- 8. MORTGAGE COMPANY AS ADDITIONAL PAYEE:** Client understands and consents that if there is an outstanding mortgage on the property, the Mortgagee has a right to be a co-payee on all insurance checks for real property damages. Client will be solely responsible to obtain the Mortgagee's endorsement of such checks. The Client agrees that whether there are mortgage obligations or not, Client is held 100% responsible for THE STREMS LAW FIRM, P.A., entire fee and costs along with any other fee(s) incurred throughout your claim resolution. If your claim is a monitored claim, the entire fee of THE STREMS LAW FIRM, P.A. is to be deducted from the first disbursement.

EXHIBIT A

Exhibit B

9. **Entire Agreement:** This agreement contains the entire understanding between Client and Attorney and there are no other agreements, promises or undertakings between them except as set forth herein. Client acknowledges having received a copy of this Contingent Fee Retainer Agreement. If at any time Client owes outstanding attorney's fees or costs to the Attorney, and the Attorney must resort to its legal remedies to collect such fees and costs, then Client agrees that the prevailing party in any such action shall be entitled to recover from the non-prevailing party reasonable attorney's fees and costs incurred in such litigation, including as to any appeal thereof. In such event, Client agrees that said action shall be brought in the courts of Miami Dade County, where jurisdiction will lie, exclusively.

F.S. 817.234(1)(b) Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

Additional Insureds:

Phone:

954-643-0763

Mobile:

754-802-7799

Address:

450 nw 69th terrace, Margate, FL 33063

Email:

Marge2n123@aol.com

Type of Loss:

Hurricane Irma

Date of Loss:

09/10/2017

Damaged Areas:

Roof, screen, g bathroom, pantry, living room and

Have you Received Payment for your Claim? No

Has your claim already been Denied? No

Claim Number:

Appraiser or Public Adjuster Name:

CCC/MG

STATEMENT OF CLIENT'S RIGHTS

Before you, the prospective client, arrange a contingency fee agreement with a lawyer, you should understand this Statement of your rights as a client. This statement is not a part of the actual contract between you and your lawyer, but as a prospective client, you should be aware of these rights:

1. There is no legal requirement that a lawyer charge a client a set fee or a percentage of money recovered in a case. You, the client, have the right to talk with your lawyer about the proposed fee and to bargain about the rate or percentage as in any other contract. If you do not reach an agreement with one lawyer, you may talk with other lawyers.
2. Any contingency fee contract must be in writing and you have three (3) business days to reconsider the contract. You may cancel the contract without any reason if you notify your lawyer in writing within three (3) business days of signing the contract. If you withdraw from the contract within the first three (3) business days, you do not owe the lawyer a fee, although you may be responsible for the lawyer's actual costs during that time, if any. If your lawyer begins to represent you, your lawyer may not withdraw from the case without giving you notice, delivering necessary papers to you, and allowing you time to employ another lawyer. Often, your lawyer must obtain court approval before withdrawing from a case. If you discharge your lawyer without good cause after the three-day period, you may have to pay a fee for work the lawyer has done.
3. Before hiring a lawyer, you, the client, have the right to know about the lawyer's education, training and experience. If you ask, the lawyer should tell you specifically about their actual experience dealing with cases similar to yours. If you ask, the lawyer should provide information about special training or knowledge and give you this information in writing if you request it.
4. Before signing a contingency fee contract with you, a lawyer must advise you whether he or she intends to handle your case alone or whether other lawyers will be helping with the case. If your lawyer intends to refer the case to other lawyers, he or she should tell you what kind of fee sharing arrangement will be made with the other lawyers. If lawyers from different law firms will represent you, at least one lawyer from each law firm must sign the contingency fee contract.
5. If your lawyer intends to refer your case to another lawyer or counsel with other lawyers, your lawyer should tell you about that at the beginning. If your lawyer takes the case and later decides to refer it to another lawyer or to associate with other lawyers, you should sign a new contract which includes the new lawyers. You, the client, also have the right to consult with each lawyer working on your case and each lawyer is legally responsible to represent your interests and is legally responsible for the acts of the other lawyers involved in the case.
6. You, the client, have the right to know in advance how you will need to pay the expenses and the legal fees at the end of the case. If you pay a deposit in advance for costs, you may ask reasonable questions about how the money will be or has been spent and how much of it remains unspent. Your lawyer should give a reasonable estimate about future necessary costs. If your lawyer agrees to lend or advance you money to prepare or research the case, you have the right to know periodically how much money your lawyer has spent on your behalf. You also have the right to decide, after consulting with your lawyer, how much money is to be spent to prepare a case. If you pay the expenses, you have the right to decide how much to spend. Your lawyer should also inform you whether the fee will be based on the gross amount recovered or on the amount recovered minus costs.
7. You, the client, have the right to be told by your lawyer about possible adverse consequences if you lose the case. These adverse consequences might include money which you might have to pay to your lawyer for costs, and liability you might have for attorney's fees to the other side.

8. You, the client, have the right to receive and approve a closing statement at the end of the case before you pay any money. The statement must list all of the financial details of the entire case, including the amount recovered, all expenses, and a precise statement of your lawyer's fee. Until you approve the closing statement, you need not pay anymore money to anyone, including your lawyer. You also have the right to have every lawyer or law firm working on your case sign this closing statement.
9. You, the client, have the right to ask your lawyer at reasonable intervals how the case is progressing and to have these questions answered to the best of your lawyer's ability.
10. You, the client, have the right to make the final decision regarding settlement of the case. Your lawyer must notify you of all offers of settlement before and after the trial. Offers during the trial must be immediately communicated and you should consult with your lawyer regarding whether to accept a settlement. However, you must make the final decision to accept or reject a settlement.
11. If at any time, you, the client, believe that your lawyer has charged an excessive or illegal fee, you, the client, have the right to report the matter to The Florida Bar, the agency that oversees the practice and behavior of all lawyers in Florida. For information on how to reach The Florida Bar, call 904-222-5286, or contact the local bar association. Any disagreement between you and your lawyer about a fee can be taken to court and you may wish to hire another lawyer to help resolve this disagreement. Usually, fee disputes must be handled in a separate lawsuit.

AFFIRMATION

Hiring an attorney is an important decision, which should be approached with careful consideration. In our mission to best represent your interests, it is our duty to inform you that there are multiple firms in the South Florida area that practice first party insurance litigation. You can find firms experienced in insurance claims by calling a local Bar Referral Service, such as the Miami-Dade County Bar Association Referral Service, at (305) 371 - 2220. Before signing this agreement, you should know that you have the right to choose and select an attorney of your own choosing, and that your choice should be made voluntarily and after careful consideration. You further affirm that your choice was not due to any solicitation or coercion, on the part of any public adjuster, appraiser, loss consultant, estimator, attorney or otherwise.

Insured: (Margaret Nowak)

☒ By checking this box you affirm that you have thoroughly read and understood the terms and conditions of retainer agreement provided herein. You understand you are hiring legal counsel for this matter and you further understand you are free to hire any attorney of your choosing, but have chosen to retain The Strems Law Firm, P.A., and you are doing so freely, knowingly, and intelligently. Moreover, you have done so after speaking to an attorney with the firm.

☒ By checking this box you affirm you have read and understand the following:

Fraud Statement

Pursuant to s. 817.234, Florida Statutes, any person who, with the intent to injure, defraud, or deceive any insurer or insured, prepares, presents, or causes to be presented a proof of loss or estimate of cost or repair of damages property in support of a claim under and insurance policy knowing that the proof of loss or estimate of claim or repairs contains any false, incomplete or misleading information concerning any fact or thing in material to the claim commits a felony of the third degree, punishable as provided in s.775.082 s.775.803, or s.775.084, Florida Statutes.

Margaret Nowak

PRINTED NAME

Margaret J Nowak

Client Signature

Thomas Kovak (diesesse)

PRINTED NAME

Client Signature



Attorney

09/16/2017

Date

DURABLE POWER OF ATTORNEY OF MARGARET J. NOWAK

I, Margaret J. Nowak, of 450 NW 69th Terrace, Margate, Florida 33063, created this Durable Power of Attorney dated July 26, 2017, 2017, under the Florida Power of Attorney Act.

Any person who refuses to accept this Durable Power of Attorney in violation of Section 709.2120, Florida Statutes, shall be subject to court order mandating acceptance of this Durable Power of Attorney and liability for damages, including reasonable attorneys' fees and costs, as provided in Section 709.2120, Florida Statutes.

ARTICLE I

Agent

A. **Appointment of Agent.** I appoint my son Dennis A. Nowak of 10521 SW 140th Street, Miami, Florida 33176, Telephone Number (305) 608-0990, as my true and lawful Agent (herein referred to as my "Agent").

B. **Duties.** My Agent shall act in a fiduciary capacity, in good faith, only within the scope of authority hereunder, with the care, competence and diligence ordinarily exercised by agents under a power of attorney in similar circumstances. My Agent shall not act in a manner that is contrary to my best interest, except as provided in Section 709.2202, Florida Statutes.

C. **Compensation of Qualified Agents.** My Agent shall not be entitled to compensation for my Agent's service under this Durable Power of Attorney.

D. **Reimbursement of Expenses.** My Agent shall be entitled to reimbursement for any out-of-pocket expenditures, with interest as appropriate, made or incurred in the proper conduct of my Agent's duties under this instrument.

E. **Resignation.** Any Agent may resign at any time without court approval, whether or not a successor Agent has been appointed, provided the resigning Agent executes and delivers a notice of resignation, in an acknowledged instrument, to me, or to my court appointed guardian if I am then adjudicated incapacitated, and to any other Agent acting for me pursuant to a power of attorney, or if none, to the next successor Agent that I have appointed hereunder.

F. **Release of Liability for Successors.** No successor Agent shall be personally liable for any act or failure to act of any predecessor Agent or shall have any duty to review the conduct or decisions of any predecessor Agent, except with respect to a breach of fiduciary duty committed by a predecessor Agent that such successor Agent participated in or concealed. A successor Agent may accept the account rendered and the property delivered to the successor Agent by or on behalf of the predecessor Agent as a full and complete discharge of the predecessor Agent without incurring any liability or responsibility for so doing, and shall not have any duty to institute any proceeding against a predecessor Agent, or to file any claim against a predecessor's estate, for any of the predecessor Agent's actions or omissions as Agent. If a successor Agent has actual knowledge of a breach of fiduciary duty by a predecessor Agent, such successor Agent must take any action reasonably appropriate under the circumstances to safeguard my best interests.

G. **Incapacitated Agent.** My Agent shall cease to serve upon becoming incapacitated. My Agent shall be deemed to be "incapacitated" if I or another then-serving Agent or, if there is none, the next successor Agent receives written certification that the examined individual is physically or mentally incapable of managing my personal financial affairs, whether or not there is an adjudication of incapacity. This certification shall be valid only if it is signed by a licensed physician who has personally examined my Agent. This certification need not indicate any cause for the incapacity of my Agent. No person is liable to anyone for actions taken in reliance on the certifications under this paragraph or for dealing with my Agent other than the one removed for incapacity based on these certifications.

H. **Delivery of Records and Property.** If my Agent is removed, resigns or otherwise ceases to act as Agent hereunder, my Agent shall deliver all records and property in my Agent's possession with respect to such Agent's service hereunder to any other Agent acting for me pursuant to a power of attorney or, if no other Agent is then so acting, to a successor Agent that I have named to act for me pursuant to a power of attorney, or any other person entitled to the records or property, within a reasonable amount of time after my Agent ceases to act, and unless another person is then entitled to the records and property, my Agent who ceases to act shall continue to have all of the duties of an Agent and the powers necessary to protect the records and property until delivered as provided herein.

ARTICLE II Grant of General Authority

I grant to my Agent the authorities listed below:

A. **Banks.** My Agent may conduct banking transactions as provided in Section 709.2208(1), Florida Statutes, and access any safe deposit box rented by me alone or with any other person or persons.

B. **Financial Institutions.** My Agent may conduct investment transactions as provided in Section 709.2208(2), Florida Statutes, and buy, sell and exchange commodity futures contracts and call and put options on stocks and stock indexes.

C. **Real Property.** My Agent may do any act with respect to my real property, whether now owned or hereafter acquired, including, but not limited to, possess, accept, acquire, exchange, partition, encumber, sell, convey, execute and deliver deeds with respect to or otherwise dispose of any real property or any right or interest therein, upon such terms and conditions, and under such covenants, as my Agent shall deem proper; lease, insure, repair, improve, alter, raze, maintain or otherwise manage and in any way or manner deal with any or all of my real property; join with other persons with whom I own such property jointly in any transaction regarding that property; remove persons from, and recover possession of my real property; and expend funds to carry out any of the foregoing.

D. **Intangible Personal Property.** My Agent may do any act with respect to my intangible personal property, whether now owned or hereafter acquired, including, but not limited to, execute, acknowledge, deliver and possess such contracts, agreements, leases, including oil, gas and mineral leases, mortgages, notes and other evidences of debt, assignments, insurance

policies, documents of title, bills, bonds, stock certificates, proxies, warrants, commercial paper, receipts, releases and satisfaction of debts and obligations and division orders, assurances and documents of any governmental agency or entity of the United States of America or any state thereof, and such other written instruments of whatever kind and nature as may be necessary or proper in the exercise of the rights and powers herein granted.

E. **Tangible Personal Property.** My Agent may do any act with respect to my tangible personal property, whether now owned or hereafter acquired, including, but not limited to, possess, accept, acquire, exchange, dispose of or encumber any tangible personal property or any right or interest therein, upon such terms and conditions, and under such covenants, as my Agent shall deem proper; lease, insure, repair, improve, alter, maintain or otherwise manage and in any way or manner deal with any or all of my tangible personal property; join with other persons with whom I own such property jointly in any transaction regarding that property; recover possession of my tangible personal property; and expend funds to carry out any of the foregoing.

F. **Business.** My Agent may transact any lawful business, including, but not limited to, forming any kind of entity and making changes of any character, in the style or form of the ownership or the conduct of any business; changing the governing jurisdiction under which an entity is operated; paying business expenses, even if the business is in financial trouble; collecting all amounts which are now payable to me or paying all obligations which are payable by me individually or pursuant to any interest I may have in any kind of entity; entering into or changing ownership agreements or buy-sell agreements; liquidating or reorganizing any entity; voting or exercising, in person or by proxy, all rights and options concerning any interest in an entity; and contracting with any person or entity for any purpose, or modifying or terminating any such contract.

G. **Debts.** My Agent may pay all sums of money at any time or times that I may be legally obligated to pay, whether pursuant to an obligation incurred by me, or for me by any Agent legally authorized to act on my behalf pursuant to a power of attorney.

H. **Legal Remedies.** My Agent may initiate, defend, continue, arbitrate, mediate, settle and dispose of, all legal, equitable or administrative proceedings, or otherwise engage in litigation in connection with the exercise of the powers herein contained, including for the recovery of any and all sums of money or payments due or to become due to me; collect any judgments recovered by me and execute releases and satisfactions of same; and engage in any proceedings under the Bankruptcy Act, or under any law of any state or territory of the United States.

I. **Privileged Records.** My Agent may demand, obtain, review, and release to others medical records or other documents protected by the patient-physician privilege, attorney-client privilege or any similar privilege.

J. **Guardian.** My Agent may nominate on my behalf a qualified individual or entity (including my Agent) to be appointed by a court of appropriate jurisdiction as guardian of my person or property, or both, or as custodian for my property during the pendency of any proceedings to adjudicate my capacity.

K. **Borrow.** My Agent may borrow any sum of money on such terms and with such security as my Agent may deem fit, and may guarantee any loan made to a trust created by me or in which I have a beneficial interest or any entity in which I or any trust created by me or in which I have a beneficial interest shall own, directly or indirectly, an interest, and for that purpose, execute any evidence of indebtedness and any security agreements, and provide such information and documentation as may be necessary in conjunction therewith; provided, however, that my Agent shall not be personally liable for any such loan or guarantee, and such loan or guarantee shall be payable only out of my assets.

L. **Employees and Service Providers.** My Agent may engage and disengage (with or without cause), any agents, counsel, accountants, financial service or other professionals, and may employ and dismiss (with or without cause) any person or persons and provide to the persons to be so engaged or employed such salaries, wages or other remunerations as my Agent shall deem fit; and employ and compensate any investment management service, financial institution, or similar organization to advise my Agent and to handle all investments and to render all accountings of funds held on my behalf under custodial, agency, or other agreements.

M. **Tax Returns.** My Agent may prepare, execute, and file any and all federal, state and local tax returns (and all ancillary forms or documents related thereto) for any type of tax for any period before or after the grant of this power, and otherwise deal in any respect whatsoever with regard to such tax returns, including acting for me before any office of the Internal Revenue Service or other taxing authority (and executing an Internal Revenue Service Form 2848 or any other power of attorney required by the Internal Revenue Service or other taxing authority in order to act on my behalf); and receive confidential information regarding tax matters for all periods, whether before or after the execution of this instrument.

N. **Foreign Accounts.** Only to the extent my Agent accepts this authority in writing by specific reference to this paragraph, my Agent may do any act with respect to any foreign bank or financial account. Otherwise, my Agent shall have no authority over such accounts, notwithstanding any provision in this instrument to the contrary. A foreign bank or financial account is any bank or financial account located outside of the United States, as described in 31 U.S.C. § 5314 and 31 C.F.R. § 1010.350.

O. **Standard of Living.** My Agent may do all acts necessary to ensure that the best possible care and support are provided to me (and my spouse, if I am married) to meet all lifetime needs and to maintain my (and my spouse's, if I am married) current lifestyle, including, but not limited to, engaging the services of any individuals or organizations to provide for my (and my spouse's, if I am married) personal care and comfort, holding and maintaining any real property used by me as a personal residence for my use and benefit and the use and benefit of my immediate family and paying all carrying charges of such residence, including, but not limited to, any taxes, assessments and maintenance thereon, and all expenses of the repair and operation thereof, including the employment of household employees (including, but not limited to, independent contractors) and other expenses incident to the running of a household for my benefit and, if I am married, the benefit of my spouse.

P. **Government Benefits.** My Agent may do all acts necessary to apply for, obtain, and maintain my eligibility for government benefits (e.g., Social Security, Supplemental Security

Income, Medicare, Medicaid, etc.), including, but not limited to, paying down the principal balance on any loan owed by me that is secured by my homestead property; executing a personal service contract or caregiver agreement with a third party, including my Agent; purchasing a life estate in a residence owned by a third party, including my Agent; making a loan to a third party, including my Agent; purchasing an annuity contract; creating and funding an irrevocable Income Trust pursuant to 42 U.S.C. § 1396p(d)(4)(B); and purchasing Series I and Series EE United States Savings Bonds.

Q. **Digital Assets.** My Agent may take any action with respect to my digital assets as my Agent deems necessary or appropriate, including, but not limited to, exercising control over, exercising any right with respect to, and changing a governing instrument affecting such digital assets. My Agent may engage experts or consultants, and may delegate authority to such experts or consultants, as necessary or appropriate to effectuate such actions with respect to my digital assets, including, but not limited to, as may be necessary or appropriate to decrypt electronically stored information, or to bypass, reset or recover any password or other kind of authentication or authorization. For purposes of this instrument, "digital assets" shall include files stored on my digital devices, including but not limited to, desktops, laptops, tablets, peripherals, storage devices, mobile telephones, smart phones, and any similar digital device which currently exists or may exist as technology develops or such comparable items as technology develops. The term "digital assets" also includes but is not limited to emails received, email accounts, digital music, digital photographs, digital videos, software licenses, social network accounts, file sharing accounts, financial accounts, domain registrations, DNS service accounts, web hosting accounts, tax preparation service accounts, online stores, affiliate programs, other online accounts and similar digital items which currently exist or may exist as technology develops or such comparable items as technology develops, regardless of the ownership of the physical device upon which the digital item is stored.

ARTICLE III Grant of Specific Authority

I grant to my Agent the specific authorities listed below that I have initialed.

A. **Insurance and Annuities.** Initial Option 1 or Option 2 below to grant authority to Agent:

11/1/17 Option 1 – Includes Authority to Change Beneficiary Designations. My Agent may act with respect to any policy of insurance on my life and any annuity owned by me or for which I am the annuitant, and exercise any rights, privileges or options which I may have thereunder or pertaining thereto, including, but not limited to, creating or changing a beneficiary designation, surrendering a policy or annuity for its cash surrender value, exchanging or converting a policy or annuity, and borrowing against the value of a policy or annuity; provided, however, my Agent shall not have any power or "incidents of ownership", as defined under Code Sec. 2042, whatsoever with respect to any life insurance policy owned by me individually, as trustee or otherwise, under which my Agent is the insured.

☐ Option 2 - Does Not Include Authority to Change Beneficiary Designations. My Agent may act with respect to any policy of insurance on my life and any annuity owned by

me or for which I am the annuitant, and exercise any rights, privileges or options which I may have thereunder or pertaining thereto, including, but not limited to, surrendering a policy or annuity for its cash surrender value, exchanging or converting a policy or annuity, and borrowing against the value of a policy or annuity; provided, however, my Agent shall not have any power or "incidents of ownership", as defined under Code Sec. 2042, whatsoever with respect to any life insurance policy owned by me individually, as trustee or otherwise, under which my Agent is the insured and, provided further, that my Agent shall not have any authority to create or change a beneficiary designation with respect to any policy of insurance on my life or any annuity owned by me or for which I am the annuitant.

B. Gifts to Spouse. Initial below to grant authority to Agent:

☐ During any time that I am married, my Agent may make gifts, including by the exercise of a presently exercisable general power of appointment, to my spouse, for any purpose, in any amount, provided that gifts to my Agent may only be made for my Agent's health, education, maintenance or support.

C. Gifts to Individuals. Initial Option 1 or Option 2 below to grant authority to Agent:

☒ Option 1 - Gifts to Any Person. My Agent may make gifts, including by the exercise of a presently exercisable general power of appointment, in any amount to any person, including my Agent, and may consent with my spouse, if I am married, to such gifts pursuant to Code Sec. 2513, provided that only gifts to or for the benefit of my descendants may exceed the amount of my gift tax annual exclusion under Code Sec. 2503(b) (or twice that amount if my spouse agrees to consent to a split gift pursuant to Code Sec. 2513), and provided further that gifts to my Agent may be made only for my Agent's health, education, maintenance or support.

☐ Option 2 - Gifts to Descendants Limited by Annual Exclusion. My Agent may make gifts, including by the exercise of a presently exercisable general power of appointment, to any one or more of my descendants, including my Agent, and may consent with my spouse, if I am married, to such gifts pursuant to Code Sec. 2513, in amounts not to exceed the amount of my gift tax annual exclusion under Code Sec. 2503(b) (or twice that amount if my spouse agrees to consent to a split gift pursuant to Code Sec. 2513), provided that my Agent may make unlimited gifts to my descendants for those expenditures described in Code Sec. 2503(e), and provided further that gifts to my Agent may be made only for my Agent's health, education, maintenance or support.

D. Gifts to Charity. Initial below to grant authority to Agent:

☒ My Agent may make gifts, including by the exercise of a presently exercisable general power of appointment, to any charitable organization, the gifts to which qualify for the Federal income or gift tax charitable deduction under Code Sec. 170 or 2522, in any amount, but after due consideration of any limitations (including carryovers of excess contributions) thereon and the effect that gifts of appreciated property may have upon the alternative minimum tax, as provided for under Part VI of Subchapter A of Chapter 1 of Subtitle A of the Code.

E. **Trusts.** Initial Option 1 or Option 2 below to grant authority to Agent:

☒ Option 1 - Create and Fund Trusts. My Agent may create an inter vivos trust (including an Income Trust pursuant to 42 USC §1396p(d)(4)(B) in order to qualify me for Medicaid or any other public assistance benefits) and, with respect to a trust created by me or on my behalf, amend, modify, revoke or terminate any trust, to the extent the trust instrument explicitly permits such act by my Agent, transfer any or all of my property (including homestead property) that I now own or hereafter acquire into any trust, revocable or irrevocable, regardless of whether such trust was established by me and regardless of whether I am a beneficiary of such trust, provided that my Agent shall not have the authority to make any such transfer which is a gift unless my Agent is specifically authorized herein to make gifts, and any such gifts shall comply with the provisions herein concerning gifts as if such transfer had been made directly to the beneficiary or beneficiaries of that trust, exercise any rights reserved or given to me as grantor of, or beneficiary under, any trust, and collect and receipt for any sums to which I am, or may be, entitled under any trust.

☐ Option 2 - Fund Trusts Only. My Agent may transfer any or all of my property (including homestead property) that I now own or hereafter acquire into any trust, revocable or irrevocable, created by me or on my behalf, provided that my Agent shall not have the authority to make any such transfer which is a gift unless my Agent is specifically authorized herein to make gifts, and any such gifts shall comply with the provisions herein concerning gifts as if such transfer had been made directly to the beneficiary or beneficiaries of that trust, exercise any rights reserved or given to me as grantor of, or beneficiary under, any trust, and collect and receipt for any sums to which I am, or may be, entitled under any trust.

F. **Disclaim Property.** Initial below to grant authority to Agent:

☒ My Agent may disclaim under applicable state law any interest in, or power over (including a power of appointment), property, whenever created, including, but not limited to, any interest in or power over property that I may otherwise receive by gift, inheritance or survivorship upon the death of another.

G. **Retirement Plans.** Initial Option 1 or Option 2 below to grant authority to Agent:

☒ Option 1 - Includes Authority to Change Beneficiary Designations. My Agent may act with respect to any retirement plans, including, but not limited to, individual retirement accounts, pension plans, profit sharing plans, 401(k) plans, and any other type of plan, trust, or account now or hereafter authorized by law or agreement concerning retirement, savings, incentive, or other employment or self-employment compensation arrangement and make any election or take any action with respect thereto, including, but not limited to, contributing to, withdrawing from, investing and reinvesting the assets of, and changing the beneficiary designations of, such plans, trusts or accounts.

☐ Option 2 - Does Not Include Authority to Change Beneficiary Designations. My Agent may act with respect to any retirement plans, including, but not limited to, individual retirement accounts, pension plans, profit sharing plans, 401(k) plans, and any other type of plan, trust, or account now or hereafter authorized by law or agreement concerning retirement, savings,

incentive, or other employment or self-employment compensation arrangement and make any election or take any action with respect thereto, including, but not limited to, contributing to, withdrawing from, and investing and reinvesting the assets of, such plans, trusts or accounts; provided, however, my Agent shall not have any authority to create or change a beneficiary designation with respect to any such plan, trust or account.

H. Dispositions Effective at Death. Initial below to grant authority to Agent:

7/1/71 My Agent may create or change rights of survivorship in, or any beneficiary designation on, any of my property (including homestead property) which I now own or hereafter acquire.

**ARTICLE IV
General Provisions**

A. General Directions to Agent. My Agent shall make every effort to involve me in decision-making regarding both financial matters and personal care. My Agent shall make every effort to determine my wishes and make decisions that conform to them. If I am unable to make my wishes known, my Agent shall make decisions that my Agent believes that I would make, bearing in mind that the least restrictive alternatives for living arrangements are desirable so that I may live with the greatest degree of dignity possible.

B. Governing Law. This instrument is a Durable Power of Attorney authorized by the provisions of the Florida Power of Attorney Act (Part II of Chapter 709 of the Florida Statutes), as it may be amended. The interpretation and effect of this Durable Power of Attorney shall be governed by the laws of the State of Florida.

C. Binding and Effect. Until my Agent shall have knowledge or notice of my death or termination or suspension of my Agent's authority or of this instrument, any act lawfully done by my Agent in good faith shall be binding on me and on my estate, my heirs, legal representatives and assigns. This, being a Durable Power of Attorney, shall be effective as of and from the date it is executed and shall not be affected by my subsequent disability, incapacity or incompetence, except as otherwise provided in Chapter 709, Florida Statutes. As provided in Section 709.2106, Florida Statutes, a photocopy or electronically transmitted copy of the original of this Durable Power of Attorney shall have the same effect as the original.

D. Release of Liability for Agent. No Agent shall be liable to anyone for anything done or not done by any other Agent, except with respect to any breach of fiduciary duty that my Agent participated in or concealed. An Agent with actual knowledge of a breach or imminent breach of fiduciary duty by another Agent must take any action reasonably appropriate under the circumstances to safeguard my best interests. My Agent is not required, and shall have no duty, to act hereunder, and if my Agent acts hereunder, the discretion given my Agent under Articles II and III above shall be absolute and uncontrolled and subject to correction by a court only if my Agent should act dishonestly, with improper motive, with reckless indifference to the purposes of this Durable Power of Attorney, my estate plan, my interests or the interests of my beneficiaries, or in violation of specific provisions of this instrument. My Agent who acts in good faith is not

liable to any beneficiary of my estate plan for failure to preserve the plan. Absent a breach of fiduciary duty, my Agent is not liable if the value of my property declines.

E. **Release of Liability for Third Persons.** Any person dealing with my Agent under this instrument is completely absolved of any liability and held harmless for relying in good faith upon the authority granted to my Agent hereunder and the actions of my Agent which are reasonably within the scope of my Agent's authority and may enforce any obligation created by the actions of my Agent, unless such person has knowledge or has written notice that this Durable Power of Attorney or my Agent's authority is void, invalid, suspended or terminated. Any person dealing with my Agent under this instrument may, but need not, require my Agent to execute an affidavit stating where I am domiciled, that I am not deceased, that there has been no revocation, or partial or complete termination by adjudication of incapacity or by the occurrence of an event referenced hereunder, that there has been no suspension by initiation of proceedings to determine my incapacity, or to appoint a guardian for me, and, if the affiant is a successor Agent, the reasons for the unavailability of all predecessor Agent at the time the authority is exercised; and if affiant is an officer of a financial institution acting as my Agent, stating the officer's title, that the officer has full authority to perform all acts and enter into all transactions authorized hereunder for and on behalf of the financial institution in its capacity as Agent. Any person must accept or reject this Durable Power of Attorney within a reasonable time, and any person who rejects this Durable Power of Attorney must state in writing the reason for the rejection. A person may not require an additional or different form of power of attorney. Any person who refuses to accept this Durable Power of Attorney in violation of Section 709.2120, Florida Statutes, shall be subject to court order mandating acceptance of this Durable Power of Attorney and liability for damages, including reasonable attorneys' fees and costs, as provided in Section 709.2120, Florida Statutes.

F. **Authorization of Conflict of Interest.** I have appointed the persons named in this instrument as my Agent hereunder, cognizant of the fact that they may also serve as directors, accountants, employees and/or owners with respect to entities which may form a substantial part of my estate, and that their interests as Agent hereunder may conflict with their individual interests with respect to the entities. Notwithstanding the foregoing, I wish these persons to serve as my Agent because of my confidence in their individual skills and because they are the most appropriate persons as a result of their involvement with the entities to manage and operate the entities. The fact that an Agent is active in the investment business shall not be deemed a conflict of interest, and purchases and sales of investments may be made through any entity acting as Agent hereunder or through any firm of which an Agent is a partner, member, shareholder, proprietor, associate, employee, owner, subsidiary, affiliate, or the like. My property may be invested in individual securities, mutual funds, partnerships, private placements or other forms of investment promoted, underwritten, managed, or advised by an Agent or such a firm. Notwithstanding the foregoing, my Agent must act in good faith and solely in my best interests.

G. **Self Dealing.** No state law restraint on acts of self-dealing by an Agent shall apply to my Agent who is my spouse or a descendant of mine, except to the extent (but only to the extent) such restraint may not be waived under applicable local law by a governing instrument. Except when prohibited by another provision hereunder, such Agent may enter into transactions on my behalf in which that Agent is personally interested so long as my Agent acts in good faith and solely in my best interests. To the extent otherwise permitted herein, only my Agent who is an ancestor, spouse or descendant of mine may exercise authority to create in my Agent or in an

individual whom my Agent owes a legal obligation of support, an interest in my property, whether by gift, right of survivorship, beneficiary designation, disclaimer, or otherwise.

H. Tax Savings; Creditor Claims Against Agent. It is my intention that no power or authority granted hereunder shall be deemed to create in my Agent a general power of appointment, as such term is defined under Code Secs. 2041(b) and 2514(c), or subject my assets to any claims of the creditors of my Agent. Accordingly, notwithstanding anything in this instrument to the contrary, my Agent shall be prohibited from possessing or exercising any power otherwise granted hereunder in a manner that constitutes a general power of appointment, including, but not limited to, participating in any decision to (i) transfer any property of mine to or for the benefit of my Agent other than pursuant to an ascertainable standard as such term is defined for Federal estate or gift tax purposes, and (ii) transfer any property of mine in discharge of any legal obligation of my Agent, individually. Furthermore, an Agent who is otherwise authorized to make gifts to himself or herself subject to an ascertainable standard may exercise such discretion, notwithstanding any contrary rule of law, unless such authorization would cause my property to be subject to any claims of the creditors of such Agent.

I. Delegation. My Agent may delegate investment functions as provided in Section 518.112, Florida Statutes.

J. Waiver of Prudent Investor Rule. My Agent may acquire and retain investments that present a higher degree of risk than would normally be authorized by the applicable rules of fiduciary investment and conduct. No investment, no matter how risky or speculative, shall be absolutely prohibited, so long as prudent procedures are followed in selecting and retaining the investment and the investment constitutes a prudent percentage of my estate. My Agent may, but need not, favor retention of assets owned by me. My Agent shall not be under any duty to diversify investments, regardless of any rule of law requiring diversification, and any such duty is hereby waived.

K. Revocation of Previously Executed Powers of Attorney. All powers of attorney previously executed by me (excluding any counterpart of this power of attorney) shall be revoked by the execution of this power of attorney.

ARTICLE V

Definitions of Miscellaneous Provisions

A. Children and Descendants. References to "descendants" shall include descendants whenever born.

B. My Spouse. Any reference to "my spouse" shall mean the person to whom I am married at any given time.

C. Code. References to the "Code" or to provisions thereof are to the Internal Revenue Code of 1986, as amended at the time in question. If, by the time in question, a particular provision of the Code has been renumbered, or the Code has been superseded by a subsequent Federal tax law, the reference shall be deemed to be to the renumbered provision or the corresponding

provision of the subsequent law, unless to do so would clearly be contrary to my intent as expressed in this instrument.

D. **Florida Statutes.** References to the "Florida Statutes" or to provisions thereof are to the Florida Statutes in effect at the time of execution of this instrument. If, by the time in question, a particular provision of the Florida Statutes has been renumbered, or the statute has been superseded by a subsequent Florida law, the reference shall be deemed to be to the renumbered provision or the corresponding provision of the subsequent law, unless to do so would clearly be contrary to my intent as expressed in this instrument.

E. **Notice.** Any notice provided hereunder must comply with Section 709.2121, Florida Statutes.

F. **Savings Clause.** Should any of the provisions of this Durable Power of Attorney fail or be held ineffectual or invalid for any reason, it is my desire that no other portion or provision of this instrument be invalidated, impaired or affected thereby, but that this instrument be construed as if such invalid provision or direction had not been contained therein.

G. **Captions.** The captions used in this Durable Power of Attorney are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this instrument or the intent of any provision therein.

IN WITNESS WHEREOF, I have hereunto signed my name on March 1, 2017.

Margaret J. Nowak
Margaret J. Nowak
Principal

Executed in the presence of:

Signature of witness 1

Date

Paul Mandel

Print name

10101 W Sample Rd

Address

Coral Springs, FL 33065

City, State, Zip code

Signature of witness 2

Date

Edward S. Kier

Print name

3008 NW 87th Ave

Address

Coral Springs, FL 33065

City, State, Zip code

ACKNOWLEDGMENT

STATE OF FLORIDA

Broward COUNTY

The foregoing instrument was acknowledged before me on Aug 1st, 2017, by Margaret J. Nowak. Said person (check one) [] is personally known to me, [] produced a driver's license (current or issued by a state of the United States within the last five (5) years) as identification, or [] produced other identification, to wit:

(SEAL)



Casey Beadle

Notary Public - State of Florida

Casey Beadle

Print Name of Notary

DURABLE POWER OF ATTORNEY OF MARGARET J. NOWAK

- 12 -

ZIMMERMAN & ASSOCIATES, P.A.



Contender Claims Consultants, Inc.

2600 S Douglas Rd.
Suite 1004
Coral Gables, FL 33134

Insured: Margaret Nowak
Property: 450 Nw 69th Terrace
Margate, FL 33063

Claim Rep.: Contender Claims Consultants, Inc.

Estimator: Contender Claims Consultants, Inc.

Claim Number: 79881-00

Policy Number: FPH411655403

Type of Loss: Hurricane

Date Contacted:

Date of Loss: 9/10/2017

Date Received:

Date Inspected:

Date Entered:

Price List: FLFL8X_NOV17
Restoration/Service/Remodel
Estimate: NOWAK_MARGARET

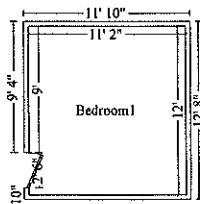


Contender Claims Consultants, Inc.

2600 S Douglas Rd.
Suite 1004
Coral Gables, FL 33134

NOWAK_MARGARET

Main Level



Bedroom1

Height: 8'

370.67 SF Walls
504.67 SF Walls & Ceiling
14.89 SY Flooring
46.33 LF Ceil. Perimeter

134.00 SF Ceiling
134.00 SF Floor
46.33 LF Floor Perimeter

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
Packaging, Handling, Storage	134.00 EA	0.00	2.50	0.96	67.20	403.16
Interior door - Detach & reset - slab only	1.00 EA	0.00	24.40	0.00	4.88	29.28
Window blind - horizontal or vertical - Detach & reset	2.00 EA	0.00	22.86	0.00	9.14	54.86
Bypass (sliding) door set - slabs only - Detach & reset	1.00 EA	0.00	34.44	0.00	6.88	41.32
Ceiling fan - Detach & reset	1.00 EA	0.00	152.72	0.00	30.54	183.26
R&R 5/8" drywall - hung, taped, ready for texture	32.00 SF	0.36	5.09	5.59	36.00	215.99
R&R Blown-in insulation - 12" depth - R30	32.00 SF	0.83	0.81	1.15	10.74	64.37
R&R Ceiling texture	134.00 SF	0.39	1.18	0.48	42.18	253.04
Remove Tear off painted ceiling texture	134.00 SF	0.76	0.00	0.00	20.36	122.20
Seal/prime ceiling texture	134.00 SF	0.00	0.43	0.72	11.66	70.00
Labor to tape drop cloths	504.67 SF	0.00	0.12	0.30	12.18	73.04
R&R Baseboard - 3 1/4"	46.33 LF	0.39	3.76	6.28	39.72	238.27
RegROUT tile floor	134.00 SF	0.00	1.70	1.93	45.94	275.67
Grout sealer	134.00 SF	0.00	0.65	1.29	17.68	106.07
Mask and prep for paint - plastic, paper, tape (per LF)	46.33 LF	0.00	1.03	0.61	9.66	57.99
Floor protection - cloth - skid resistant, breathable	134.00 SF	0.95	0.00	4.18	26.30	157.78
Texture drywall - smooth / skim coat	370.67 SF	0.00	1.24	1.78	92.28	553.69
Texture drywall - machine	370.67 SF	0.00	0.45	0.67	33.50	200.97
Seal the walls w/anti-microbial coating - one coat	370.67 SF	0.00	1.12	15.79	86.20	517.14
Paint the walls and ceiling - two coats	504.67 SF	0.00	0.72	5.75	73.84	442.95
Paint door/window trim & jamb	1.00 EA	0.00	27.24	0.27	5.50	33.01
Paint door slab only - 2 coats (per side)	1.00 EA	0.00	27.84	0.38	5.64	33.86

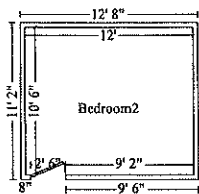


Contender Claims Consultants, Inc.

2600 S Douglas Rd.
Suite 1004
Coral Gables, FL 33134

CONTINUED - Bedroom1

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
Seal & paint baseboard - two coats	46.33 LF	0.00	1.10	0.28	10.26	61.50
Clean floor	134.00 SF	0.00	0.52	0.40	14.02	84.10
Totals: Bedroom1				48.81	712.30	4,273.52



Bedroom2

Height: 8'

360.00 SF Walls	126.00 SF Ceiling
486.00 SF Walls & Ceiling	126.00 SF Floor
14.00 SY Flooring	45.00 LF Floor Perimeter
45.00 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
Packaging, Handling, Storage	126.00 EA	0.00	2.50	0.91	63.18	379.09
Interior door - Detach & reset - slab only	1.00 EA	0.00	24.40	0.00	4.88	29.28
Window blind - horizontal or vertical - Detach & reset	2.00 EA	0.00	22.86	0.00	9.14	54.86
Heat/AC register - Mechanically attached - Detach & reset	1.00 EA	0.00	12.38	0.00	2.48	14.86
Ceiling fan - Detach & reset	1.00 EA	0.00	152.72	0.00	30.54	183.26
Bypass (sliding) door set - slabs only - Detach & reset	1.00 EA	0.00	34.44	0.00	6.88	41.32
R&R 5/8" drywall - hung, taped, ready for texture	64.00 SF	0.36	5.09	11.17	72.00	431.97
R&R Blown-in insulation - 12" depth - R30	64.00 SF	0.83	0.81	2.30	21.44	128.70
R&R Ceiling texture	126.00 SF	0.39	1.18	0.45	39.66	237.93
Remove Tear off painted ceiling texture	126.00 SF	0.76	0.00	0.00	19.16	114.92
Seal/prime ceiling texture	126.00 SF	0.00	0.43	0.68	10.98	65.84
Labor to tape drop cloths	486.00 SF	0.00	0.12	0.29	11.72	70.33
Remove Carpet	126.00 SF	0.23	0.00	0.00	5.80	34.78
Carpet	144.90 SF	0.00	4.12	32.08	125.82	754.89
15 % waste added for Carpet .						
R&R Carpet pad	126.00 SF	0.10	0.69	4.84	20.86	125.24
R&R Baseboard - 3 1/4"	45.00 LF	0.39	3.76	6.10	38.58	231.43
Mask and prep for paint - plastic, paper, tape (per LF)	45.00 LF	0.00	1.03	0.59	9.40	56.34

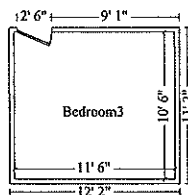


Contender Claims Consultants, Inc.

2600 S Douglas Rd.
Suite 1004
Coral Gables, FL 33134

CONTINUED - Bedroom2

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
Floor protection - cloth - skid resistant, breathable	126.00 SF	0.95	0.00	3.93	24.72	148.35
Texture drywall - smooth / skim coat	270.00 SF	0.00	1.24	1.30	67.22	403.32
Texture drywall - machine	270.00 SF	0.00	0.45	0.49	24.40	146.39
Seal part of the walls w/anti-microbial coating - one coat	270.00 SF	0.00	1.12	11.50	62.78	376.68
R&R Wallpaper	90.00 SF	0.91	2.65	7.13	65.50	393.03
Prep wall for wallpaper	90.00 SF	0.00	0.61	0.00	10.98	65.88
Paint the walls and ceiling - two coats	486.00 SF	0.00	0.72	5.54	71.08	426.54
Paint bypass door set - slab only - 2 coats (per side)	1.00 EA	0.00	39.83	0.74	8.10	48.67
Paint door/window trim & jamb	1.00 EA	0.00	27.24	0.27	5.50	33.01
Paint door slab only - 2 coats (per side)	1.00 EA	0.00	27.84	0.38	5.64	33.86
Seal & paint baseboard - two coats	45.00 LF	0.00	1.10	0.27	9.96	59.73
Clean carpet	126.00 SF	0.00	0.30	0.08	7.58	45.46
Totals: Bedroom2				91.04	855.98	5,135.96



Bedroom3

Height: 8'

352.00 SF Walls	120.75 SF Ceiling
472.75 SF Walls & Ceiling	120.75 SF Floor
13.42 SY Flooring	44.00 LF Floor Perimeter
44.00 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
Packaging, Handling, Storage	120.75 EA	0.00	2.50	0.87	60.56	363.31
Interior door - Detach & reset - slab only	1.00 EA	0.00	24.40	0.00	4.88	29.28
Window blind - horizontal or vertical - Detach & reset	2.00 EA	0.00	22.86	0.00	9.14	54.86
Heat/AC register - Mechanically attached - Detach & reset	1.00 EA	0.00	12.38	0.00	2.48	14.86
R&R 5/8" drywall - hung, taped, ready for texture	32.00 SF	0.36	5.09	5.59	36.00	215.99
R&R Blown-in insulation - 12" depth - R30	32.00 SF	0.83	0.81	1.15	10.74	64.37
R&R Ceiling texture	120.75 SF	0.39	1.18	0.44	38.00	228.02

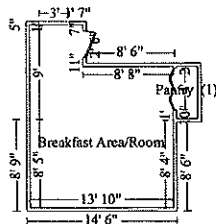


Contender Claims Consultants, Inc.

2600 S Douglas Rd.
Suite 1004
Coral Gables, FL 33134

CONTINUED - Bedroom3

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
Remove Tear off painted ceiling texture	120.75 SF	0.76	0.00	0.00	18.36	110.13
Seal/prime ceiling texture	120.75 SF	0.00	0.43	0.65	10.52	63.09
Labor to tape drop cloths	472.75 SF	0.00	0.12	0.28	11.40	68.41
Remove Carpet	120.75 SF	0.23	0.00	0.00	5.56	33.33
Carpet	138.86 SF	0.00	4.12	30.74	120.56	723.40
15 % waste added for Carpet .						
R&R Carpet pad	120.75 SF	0.10	0.69	4.64	20.00	120.04
R&R Baseboard - 3 1/4"	44.00 LF	0.39	3.76	5.97	37.72	226.29
Mask and prep for paint - plastic, paper, tape (per LF)	44.00 LF	0.00	1.03	0.58	9.18	55.08
Floor protection - cloth - skid resistant, breathable	120.75 SF	0.95	0.00	3.77	23.70	142.18
Texture drywall - smooth / skim coat	352.00 SF	0.00	1.24	1.69	87.64	525.81
Texture drywall - machine	352.00 SF	0.00	0.45	0.63	31.80	190.83
Seal the walls w/anti-microbial coating - one coat	352.00 SF	0.00	1.12	15.00	81.84	491.08
Paint the walls and ceiling - two coats	472.75 SF	0.00	0.72	5.39	69.16	414.93
Paint door/window trim & jamb	1.00 EA	0.00	27.24	0.27	5.50	33.01
Paint door slab only - 2 coats (per side)	1.00 EA	0.00	27.84	0.38	5.64	33.86
Seal & paint baseboard - two coats	44.00 LF	0.00	1.10	0.26	9.74	58.40
Clean carpet	120.75 SF	0.00	0.30	0.07	7.26	43.56
Totals: Bedroom3				78.37	717.38	4,304.12



Breakfast Area/Room

Height: 8'

421.33 SF Walls	207.49 SF Ceiling
628.82 SF Walls & Ceiling	207.49 SF Floor
23.05 SY Flooring	50.67 LF Floor Perimeter
62.67 LF Ceil. Perimeter	

Missing Wall - Goes to Floor
Missing Wall - Goes to Floor

9' X 6' 8"
3' X 6' 8"

Opens into Exterior
Opens into Exterior



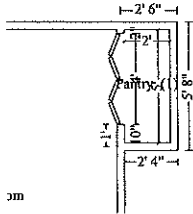
Contender Claims Consultants, Inc.

2600 S Douglas Rd.
Suite 1004
Coral Gables, FL 33134

CONTINUED - Breakfast Area/Room

Subroom: Pantry (1)

Height: 8'



111.96 SF Walls
121.95 SF Walls & Ceiling
1.11 SY Flooring
14.00 LF Ceil. Perimeter

9.99 SF Ceiling
9.99 SF Floor
14.00 LF Floor Perimeter

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
Packaging, Handling, Storage	217.48 EA	0.00	2.50	1.57	109.06	654.33
Ceiling fan - Detach & reset	1.00 EA	0.00	152.72	0.00	30.54	183.26
Chandelier - Detach & reset	1.00 EA	0.00	111.48	0.00	22.30	133.78
Bifold door set - (4 slabs only) - Double Detach & reset	1.00 EA	0.00	49.66	0.00	9.94	59.60
Door bell/chime - Detach & reset	1.00 EA	0.00	40.55	0.00	8.12	48.67
R&R 5/8" drywall - hung, taped, ready for texture	32.00 SF	0.36	5.09	5.59	36.00	215.99
R&R Blown-in insulation - 12" depth - R30	32.00 SF	0.83	0.81	1.15	10.74	64.37
R&R Ceiling texture	217.48 SF	0.39	1.18	0.78	68.44	410.67
Remove Tear off painted ceiling texture	217.48 SF	0.76	0.00	0.00	33.06	198.34
Seal/prime ceiling texture	217.48 SF	0.00	0.43	1.17	18.94	113.63
Labor to tape drop cloths	750.77 SF	0.00	0.12	0.45	18.12	108.66
R&R Paneling	373.31 SF	0.31	2.86	18.59	240.40	1,442.39
R&R Baseboard - 3 1/4"	64.66 LF	0.39	3.76	8.77	55.42	332.53
RegROUT tile floor	217.48 SF	0.00	1.70	3.13	74.56	447.41
Grout sealer	217.48 SF	0.00	0.65	2.09	28.70	172.15
Mask and prep for paint - plastic, paper, tape (per LF)	76.66 LF	0.00	1.03	1.01	16.00	95.97
Floor protection - cloth - skid resistant, breathable	217.48 SF	0.95	0.00	6.79	42.68	256.08
Seal & paint paneling	373.31 SF	0.00	0.98	3.58	73.88	443.30
R&R Wallpaper	159.99 SF	0.91	2.65	12.67	116.46	698.69
Prep wall for wallpaper	159.99 SF	0.00	0.61	0.00	19.52	117.11
Paint the ceiling - two coats	217.48 SF	0.00	0.72	2.48	31.82	190.89
Paint bifold door set - slab only - 1 coat (per side)	1.00 EA	0.00	27.59	0.50	5.62	33.71
Paint door/window trim & jamb	1.00 EA	0.00	27.24	0.27	5.50	33.01
Paint door slab only - 2 coats (per side)	1.00 EA	0.00	27.84	0.38	5.64	33.86



Contender Claims Consultants, Inc.

2600 S Douglas Rd.
Suite 1004
Coral Gables, FL 33134

CONTINUED - Breakfast Area/Room

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
Seal & paint baseboard - two coats	64.66 LF	0.00	1.10	0.39	14.30	85.82
Clean floor	217.48 SF	0.00	0.52	0.65	22.76	136.50
Totals: Breakfast Area/Room				72.01	1,118.52	6,710.72



Living Room

Height: 8'

365.33 SF Walls	179.75 SF Ceiling
545.08 SF Walls & Ceiling	179.75 SF Floor
19.97 SY Flooring	45.67 LF Floor Perimeter
45.67 LF Ceil. Perimeter	

Missing Wall

12' X 8'

Opens into DINING_ROOM

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
Packaging, Handling, Storage	179.75 EA	0.00	2.50	1.29	90.14	540.81
Window drapery - hardware - Detach & reset	1.00 EA	0.00	32.89	0.00	6.58	39.47
Light fixture - Detach & reset	1.00 EA	0.00	42.88	0.00	8.58	51.46
Heat/AC register - Mechanically attached - Detach & reset	1.00 EA	0.00	12.38	0.00	2.48	14.86
R&R 5/8" drywall - hung, taped, ready for texture	96.00 SF	0.36	5.09	16.76	108.00	647.96
R&R Blown-in insulation - 12" depth - R30	96.00 SF	0.83	0.81	3.46	32.20	193.10
R&R Ceiling texture	179.75 SF	0.39	1.18	0.65	56.58	339.44
Remove Tear off painted ceiling texture	179.75 SF	0.76	0.00	0.00	27.32	163.93
Seal/prime ceiling texture	179.75 SF	0.00	0.43	0.97	15.66	93.92
Labor to tape drop cloths	545.08 SF	0.00	0.12	0.33	13.14	78.88
Remove Carpet	179.75 SF	0.23	0.00	0.00	8.26	49.60
Carpet	206.71 SF	0.00	4.12	45.77	179.50	1,076.92
15 % waste added for Carpet .						
R&R Carpet pad	179.75 SF	0.10	0.69	6.90	29.78	178.69
R&R Baseboard - 3 1/4"	45.67 LF	0.39	3.76	6.19	39.14	234.86
Mask and prep for paint - plastic, paper, tape (per LF)	45.67 LF	0.00	1.03	0.60	9.52	57.16
Floor protection - cloth - skid resistant, breathable	179.75 SF	0.95	0.00	5.61	35.28	211.65
Texture drywall - smooth / skim coat	365.33 SF	0.00	1.24	1.75	90.96	545.72

NOWAK_MARGARET

Page: 7

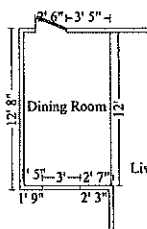


Contender Claims Consultants, Inc.

2600 S Douglas Rd.
Suite 1004
Coral Gables, FL 33134

CONTINUED - Living Room

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
Texture drywall - machine	365.33 SF	0.00	0.45	0.66	33.02	198.08
Seal the walls w/anti-microbial coating - one coat	365.33 SF	0.00	1.12	15.56	84.96	509.69
Paint the walls and ceiling - two coats	545.08 SF	0.00	0.72	6.21	79.74	478.41
Paint door/window trim & jamb	1.00 EA	0.00	27.24	0.27	5.50	33.01
Paint door slab only - 2 coats (per side)	1.00 EA	0.00	27.84	0.38	5.64	33.86
Seal & paint baseboard - two coats	45.67 LF	0.00	1.10	0.27	10.10	60.61
Clean carpet	179.75 SF	0.00	0.30	0.11	10.80	64.84
Totals: Living Room				113.74	982.88	5,896.93



Dining Room

Height: 8'

186.67 SF Walls	82.00 SF Ceiling
268.67 SF Walls & Ceiling	82.00 SF Floor
9.11 SY Flooring	22.83 LF Floor Perimeter
25.83 LF Ceil. Perimeter	

Missing Wall - Goes to Floor

3' X 6' 8"

Opens into Exterior

Missing Wall

12' X 8'

Opens into LIVING_ROOM

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
Packaging, Handling, Storage	82.00 EA	0.00	2.50	0.59	41.12	246.71
Window drapery - hardware - Detach & reset	1.00 EA	0.00	32.89	0.00	6.58	39.47
Chandelier - Detach & reset	1.00 EA	0.00	111.48	0.00	22.30	133.78
Heat/AC register - Mechanically attached - Detach & reset	1.00 EA	0.00	12.38	0.00	2.48	14.86
R&R 5/8" drywall - hung, taped, ready for texture	32.00 SF	0.36	5.09	5.59	36.00	215.99
R&R Blown-in insulation - 12" depth - R30	32.00 SF	0.83	0.81	1.15	10.74	64.37
R&R Ceiling texture	82.00 SF	0.39	1.18	0.30	25.82	154.86
Remove Tear off painted ceiling texture	82.00 SF	0.76	0.00	0.00	12.46	74.78
Seal/prime ceiling texture	82.00 SF	0.00	0.43	0.44	7.14	42.84
Labor to tape drop cloths	268.67 SF	0.00	0.12	0.16	6.48	38.88
Remove Carpet	82.00 SF	0.23	0.00	0.00	3.78	22.64
Carpet	94.30 SF	0.00	4.12	20.88	81.88	491.28

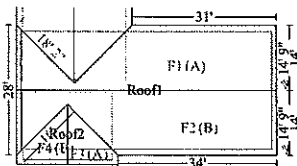


Contender Claims Consultants, Inc.

2600 S Douglas Rd.
Suite 1004
Coral Gables, FL 33134

CONTINUED - Dining Room

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
15 % waste added for Carpet .						
R&R Carpet pad	82.00 SF	0.10	0.69	3.15	13.60	81.53
R&R Baseboard - 3 1/4"	22.83 LF	0.39	3.76	3.10	19.56	117.40
Mask and prep for paint - plastic, paper, tape (per LF)	25.83 LF	0.00	1.03	0.34	5.38	32.32
Floor protection - cloth - skid resistant, breathable	82.00 SF	0.95	0.00	2.56	16.10	96.56
Texture drywall - smooth / skim coat	186.67 SF	0.00	1.24	0.90	46.48	278.85
Texture drywall - machine	186.67 SF	0.00	0.45	0.34	16.86	101.20
Seal the walls w/anti-microbial coating - one coat	186.67 SF	0.00	1.12	7.95	43.42	260.44
Paint the walls and ceiling - two coats	268.67 SF	0.00	0.72	3.06	39.30	235.80
Paint door/window trim & jamb	1.00 EA	0.00	27.24	0.27	5.50	33.01
Paint door slab only - 2 coats (per side)	1.00 EA	0.00	27.84	0.38	5.64	33.86
Seal & paint baseboard - two coats	22.83 LF	0.00	1.10	0.14	5.04	30.29
Clean carpet	82.00 SF	0.00	0.30	0.05	4.94	29.59
Totals: Dining Room				51.35	478.60	2,871.31



Roof1

1,361.11 Surface Area
124.03 Total Perimeter Length

13.61 Number of Squares
56.00 Total Ridge Length

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
Digital satellite system - Detach & reset	1.00 EA	0.00	26.03	0.00	5.20	31.23
Remove 3 tab - 25 yr. - comp. shingle roofing - w/out felt	13.61 SQ	54.75	0.00	0.00	149.04	894.19
3 tab - 25 yr. - comp. shingle roofing - w/out felt	13.67 SQ	0.00	242.56	56.18	674.40	4,046.38
Roofing felt - 30 lb.	13.61 SQ	0.00	45.89	10.99	127.12	762.67
Re-nailing of roof sheathing - complete re-nail	1,361.00 SF	0.00	0.22	0.82	60.04	360.28
R&R Fascia - 1" x 6"	124.00 LF	0.30	4.65	11.38	125.04	750.22
R&R Drip edge	124.00 LF	0.28	2.13	4.98	60.76	364.58

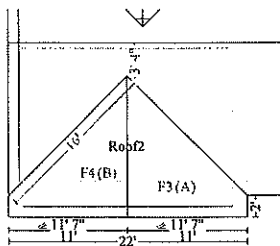


Contender Claims Consultants, Inc.

2600 S Douglas Rd.
Suite 1004
Coral Gables, FL 33134

CONTINUED - Roof1

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
Paint exterior fascia - 1 coat	124.00 LF	0.00	0.85	0.82	21.24	127.46
R&R Gutter / downspout	200.00 LF	0.43	7.03	57.96	310.00	1,859.96
R&R Roof vent - turtle type - Metal	2.00 EA	7.62	56.11	2.07	25.90	155.43
R&R Flashing - pipe jack	2.00 EA	5.97	38.51	1.12	18.00	108.08
Totals: Roof1				146.32	1,576.74	9,460.48

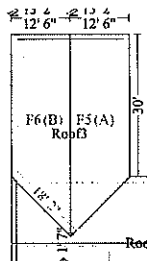


Roof2

173.93 Surface Area
27.19 Total Perimeter Length

1.74 Number of Squares
13.00 Total Ridge Length

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
Remove 3 tab - 25 yr. - comp. shingle roofing - w/out felt	1.74 SQ	54.75	0.00	0.00	19.06	114.33
3 tab - 25 yr. - comp. shingle roofing - w/out felt	2.00 SQ	0.00	242.56	8.22	98.66	592.00
Roofing felt - 30 lb.	1.74 SQ	0.00	45.89	1.41	16.26	97.52
Re-nailing of roof sheathing - complete re-nail	174.00 SF	0.00	0.22	0.10	7.68	46.06
R&R Fascia - 1" x 6"	27.00 LF	0.30	4.65	2.48	27.24	163.37
R&R Drip edge	27.00 LF	0.28	2.13	1.09	13.24	79.40
Paint exterior fascia - 1 coat	27.00 LF	0.00	0.85	0.18	4.64	27.77
Totals: Roof2				13.48	186.78	1,120.45



Roof3

955.27 Surface Area
86.35 Total Perimeter Length

9.55 Number of Squares
42.50 Total Ridge Length

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
-------------	-----	--------	---------	-----	-----	-------

**Contender Claims Consultants, Inc.**

2600 S Douglas Rd.
Suite 1004
Coral Gables, FL 33134

CONTINUED - Roof3

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
Remove 3 tab - 25 yr. - comp. shingle roofing - w/out felt	9.55 SQ	54.75	0.00	0.00	104.58	627.44
3 tab - 25 yr. - comp. shingle roofing - w/out felt	9.67 SQ	0.00	242.56	39.74	477.06	2,862.36
Roofing felt - 30 lb.	9.55 SQ	0.00	45.89	7.71	89.20	535.16
Re-nailing of roof sheathing - complete re-nail	955.00 SF	0.00	0.22	0.57	42.14	252.81
R&R Fascia - 1" x 6"	86.00 LF	0.30	4.65	7.89	86.72	520.31
R&R Drip edge	86.00 LF	0.28	2.13	3.46	42.16	252.88
Paint exterior fascia - 1 coat	86.00 LF	0.00	0.85	0.57	14.74	88.41
Totals: Roof3				59.94	856.60	5,139.37
Total: Main Level				675.06	7,485.78	44,912.86

Exterior Damage

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
R&R Patio Enclosure - Full Screen	1,500.00 SF	0.71	5.97	357.30	2,075.46	12,452.76
R&R Storage shed - Gable	1.00 EA	154.62	677.40	24.67	171.34	1,028.03
Totals: Exterior Damage				381.97	2,246.80	13,480.79

General Items

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
General clean - up	50.00 HR	0.00	26.96	0.03	269.60	1,617.63
Dumpster load - Approx. 20 yards, 4 tons of debris	1.00 EA	451.95	0.00	0.00	90.40	542.35
Roofing - Labor Minimum	1.00 EA	0.00	700.04	0.00	140.00	840.04
Insulation - Labor Minimum	1.00 EA	0.00	166.36	0.00	33.28	199.64
Soffit & Fascia - Labor Minimum	1.00 EA	0.00	142.67	0.00	28.54	171.21
Wallpaper - Labor Minimum	1.00 EA	0.00	181.28	0.00	36.26	217.54
Carpet - Labor Minimum	1.00 EA	0.00	192.19	0.00	38.44	230.63
Drywall - Labor Minimum	1.00 EA	0.00	405.40	0.00	81.08	486.48
Megohmmeter check electrical circuits - average residence	1.00 EA	0.00	700.08	0.00	140.02	840.10
Haul debris - per pickup truck load - including dump fees	2.00 EA	117.25	0.00	0.00	46.90	281.40

NOWAK_MARGARET

Page: 11



Contender Claims Consultants, Inc.

2600 S Douglas Rd.
Suite 1004
Coral Gables, FL 33134

CONTINUED - General Items

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
Totals: General Items				0.03	904.52	5,427.02
Labor Minimums Applied						
DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
Heat, vent, & air cond. labor minimum	1.00 EA	0.00	175.46	0.00	35.10	210.56
Totals: Labor Minimums Applied				0.00	35.10	210.56
Line Item Totals: NOWAK_MARGARET				1,057.06	10,672.20	64,031.23

Grand Total Areas:

2,167.96 SF Walls	859.98 SF Ceiling	3,027.94 SF Walls and Ceiling
859.98 SF Floor	95.55 SY Flooring	268.50 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	283.50 LF Ceil. Perimeter
859.98 Floor Area	955.25 Total Area	2,167.96 Interior Wall Area
2,667.31 Exterior Wall Area	287.50 Exterior Perimeter of Walls	
2,490.31 Surface Area	24.90 Number of Squares	475.14 Total Perimeter Length
111.50 Total Ridge Length	0.00 Total Hip Length	

Coverage	Item Total	%	ACV Total	%
Dwelling	63,003.20	98.39%	63,003.20	98.39%
Other Structures	1,028.03	1.61%	1,028.03	1.61%
Contents	0.00	0.00%	0.00	0.00%
Total	64,031.23	100.00%	64,031.23	100.00%



Contender Claims Consultants, Inc.

2600 S Douglas Rd.
Suite 1004
Coral Gables, FL 33134

Summary for Dwelling

Line Item Total	51,469.95
Material Sales Tax	1,032.39
Subtotal	52,502.34
Overhead	5,250.43
Profit	5,250.43
Replacement Cost Value	\$63,003.20
Net Claim	\$63,003.20

Contender Claims Consultants, Inc.



Contender Claims Consultants, Inc.

2600 S Douglas Rd.
Suite 1004
Coral Gables, FL 33134

Summary for Other Structures

Line Item Total	832.02
Material Sales Tax	24.67
Subtotal	856.69
Overhead	85.67
Profit	85.67
Replacement Cost Value	\$1,028.03
Net Claim	\$1,028.03

Contender Claims Consultants, Inc.

**Contender Claims Consultants, Inc.**

2600 S Douglas Rd.
Suite 1004
Coral Gables, FL 33134

Recap of Taxes, Overhead and Profit

	Overhead (10%)	Profit (10%)	Material Sales Tax (6%)	Laundrying Tax (2%)	Manuf. Home Tax (6%)	Storage Rental Tax (6%)
Line Items	5,336.10	5,336.10	1,057.06	0.00	0.00	0.00
Total	5,336.10	5,336.10	1,057.06	0.00	0.00	0.00

**Contender Claims Consultants, Inc.**

2600 S Douglas Rd.
Suite 1004
Coral Gables, FL 33134

Recap by Room**Estimate: NOWAK_MARGARET****Area: Main Level**

Bedroom1			3,512.41	6.72%
Coverage: Dwelling	100.00% =		3,512.41	
Bedroom2			4,188.94	8.01%
Coverage: Dwelling	100.00% =		4,188.94	
Bedroom3			3,508.37	6.71%
Coverage: Dwelling	100.00% =		3,508.37	
Breakfast Area/Room			5,520.19	10.55%
Coverage: Dwelling	100.00% =		5,520.19	
Living Room			4,800.31	9.18%
Coverage: Dwelling	100.00% =		4,800.31	
Dining Room			2,341.36	4.48%
Coverage: Dwelling	100.00% =		2,341.36	
Roof1			7,737.42	14.79%
Coverage: Dwelling	100.00% =		7,737.42	
Roof2			920.19	1.76%
Coverage: Dwelling	100.00% =		920.19	
Roof3			4,222.83	8.07%
Coverage: Dwelling	100.00% =		4,222.83	
<hr/>			<hr/>	
Area Subtotal: Main Level			36,752.02	70.27%
Coverage: Dwelling	100.00% =		36,752.02	
Exterior Damage			10,852.02	20.75%
Coverage: Dwelling	92.33% =		10,020.00	
Coverage: Other Structures	7.67% =		832.02	
General Items			4,522.47	8.65%
Coverage: Dwelling	100.00% =		4,522.47	
Labor Minimums Applied			175.46	0.34%
Coverage: Dwelling	100.00% =		175.46	

Subtotal of Areas

Coverage: Dwelling	98.41% =		51,469.95	
Coverage: Other Structures	1.59% =		832.02	

Total**52,301.97 100.00%**

**Contender Claims Consultants, Inc.**

2600 S Douglas Rd.
Suite 1004
Coral Gables, FL 33134

Recap by Category

O&P Items			Total	%
AWNINGS & PATIO COVERS			8,955.00	13.99%
Coverage: Dwelling	@	100.00% =	8,955.00	
CLEANING			1,683.33	2.63%
Coverage: Dwelling	@	100.00% =	1,683.33	
CONT: PACKING,HANDLNG,STORAGE			2,149.96	3.36%
Coverage: Dwelling	@	100.00% =	2,149.96	
GENERAL DEMOLITION			6,284.40	9.81%
Coverage: Dwelling	@	97.54% =	6,129.78	
Coverage: Other Structures	@	2.46% =	154.62	
DOORS			191.74	0.30%
Coverage: Dwelling	@	100.00% =	191.74	
DRYWALL			5,496.60	8.58%
Coverage: Dwelling	@	100.00% =	5,496.60	
ELECTRICAL			740.63	1.16%
Coverage: Dwelling	@	100.00% =	740.63	
FLOOR COVERING - CARPET			2,952.32	4.61%
Coverage: Dwelling	@	100.00% =	2,952.32	
FLOOR COVERING - CERAMIC TILE			825.98	1.29%
Coverage: Dwelling	@	100.00% =	825.98	
FINISH CARPENTRY / TRIMWORK			1,009.52	1.58%
Coverage: Dwelling	@	100.00% =	1,009.52	
HEAT, VENT & AIR CONDITIONING			224.98	0.35%
Coverage: Dwelling	@	100.00% =	224.98	
INSULATION			399.64	0.62%
Coverage: Dwelling	@	100.00% =	399.64	
LIGHT FIXTURES			724.00	1.13%
Coverage: Dwelling	@	100.00% =	724.00	
PANELING & WOOD WALL FINISHES			1,067.67	1.67%
Coverage: Dwelling	@	100.00% =	1,067.67	
PAINTING			5,811.84	9.08%
Coverage: Dwelling	@	100.00% =	5,811.84	
ROOFING			9,257.06	14.46%
Coverage: Dwelling	@	100.00% =	9,257.06	
SOFFIT, FASCIA, & GUTTER			2,650.72	4.14%
Coverage: Dwelling	@	100.00% =	2,650.72	
WINDOW TREATMENT			202.94	0.32%
Coverage: Dwelling	@	100.00% =	202.94	
WALLPAPER			996.24	1.56%
Coverage: Dwelling	@	100.00% =	996.24	
EXTERIOR STRUCTURES			677.40	1.06%
Coverage: Other Structures	@	100.00% =	677.40	
O&P Items Subtotal			52,301.97	81.68%
NOWAK_MARGARET				Page: 17



Contender Claims Consultants, Inc.

2600 S Douglas Rd.
Suite 1004
Coral Gables, FL 33134

Material Sales Tax			1,057.06	1.65%
Coverage: Dwelling	@	97.67% =	1,032.39	
Coverage: Other Structures	@	2.33% =	24.67	
Overhead			5,336.10	8.33%
Coverage: Dwelling	@	98.39% =	5,250.43	
Coverage: Other Structures	@	1.61% =	85.67	
Profit			5,336.10	8.33%
Coverage: Dwelling	@	98.39% =	5,250.43	
Coverage: Other Structures	@	1.61% =	85.67	
Total			64,031.23	100.00%

Cynthia Montoya

From: Carlos Javier Camejo
Sent: Thursday, June 21, 2018 4:06 PM
To: Ken Novak
Cc: Karina Rios; danowaklaw@aol.com
Subject: RE: margaret nowak 79881-00-- settlement

Ken:

Understood, let me see if I can get you that amount. Thanks for the descriptive e-mail, greatly appreciated.

Should you have any questions, please do not hesitate to contact us.

Best Regards,



CARLOS J. CAMEJO, Esq.

Email: cj@stremslaw.com
Website: www.stremslaw.com
E-Service: pleadings@stremslaw.com

Direct: 786.475.3453 | Office: 786.430.0882 | Fax: 305.459.1589

DIRECT: 786-475-3453

2555 Ponce De Leon Blvd, Suite 210 | Coral Gables |
FL | 33134

NOTICE: This e-mail, any files, and or attachments transmitted with it are confidential and may contain information which is legally privileged or otherwise exempt from disclosure. They are intended solely for the use of the individual or entity that this e-mail is addressed to. If you are not one of the named recipients or otherwise have reason to believe that you have received this message in error, please immediately notify the sender and delete this message from your computer. Any other use, retention, dissemination, forwarding, printing, or copying of this e-mail is strictly prohibited, and may violate law.

P Go Green: Please do not print this e-mail unless it is absolutely imperative.

From: Ken Novak <ken@slccommercial.com>
Sent: Thursday, June 21, 2018 4:03 PM
To: Carlos Javier Camejo <cj@stremslaw.com>
Cc: Karina Rios <Karina@stremslaw.com>; danowaklaw@aol.com
Subject: RE: margaret nowak 79881-00-- settlement

Hi Carlos,

I understand the mechanics of your fee and the deductible. I think perhaps you did not understand my point. I just want to secure a new roof for my mother over and above the cost of the deductible and your fee. There is obviously more damage to the house besides the roof as the estimate shows. If we cannot net out the cost of the roof estimate then perhaps it is time to file suit. I was originally told that your firm typically settle for 50% to 60% of the estimate, which would put us at \$32,000.00 on the low end. I added your fee and the deductible amount merely as an exercise to show what the gross settlement needed to be in order to net out enough to put a roof over my mother's head.

From: Carlos Javier Camejo [<mailto:cj@stremslaw.com>]
Sent: Thursday, June 21, 2018 3:31 PM

To: Ken Novak
Cc: Karina Rios
Subject: RE: margaret nowak 79881-00-- settlement

Ken:

Thanks for the information. Unfortunately, we can't add the deductible to the cost as a deductible does the complete opposite (subtract). The carrier will say the deductible is your obligation as is the same with the attorney fees. They don't cover attorney expenses or deductible—they pay what is called "ACV"—actual cash value. We can proceed with litigation if you see fit. Please let me know.

Should you have any questions, please do not hesitate to contact us.

Best Regards,



CARLOS J. CAMEJO, Esq.

Email: cj@stremslaw.com
Website: www.stremslaw.com
E-Service: pleadings@stremslaw.com

Direct: 786.475.3453 | Office: 786.430.0882 | Fax: 305.459.1589

DIRECT: 786-475-3453

2555 Ponce De Leon Blvd, Suite 210 | Coral Gables |
FL | 33134

Notice: This e-mail, any files, and or attachments transmitted with it are confidential and may contain information which is legally privileged or otherwise exempt from disclosure. They are intended solely for the use of the individual or entity that this e-mail is addressed to. If you are not one of the named recipients or otherwise have reason to believe that you have received this message in error, please immediately notify the sender and delete this message from your computer. Any other use, retention, dissemination, forwarding, printing, or copying of this e-mail is strictly prohibited, and may violate law.

P Go Green: Please do not print this e-mail unless it is absolutely imperative.

From: Karina Rios
Sent: Monday, June 18, 2018 5:04 PM
To: Carlos Javier Camejo <cj@stremslaw.com>
Subject: margaret nowak 79881-00-- settlement

CJ- please see email below from clients soon.
You had asked him to get estimates so you could negotiate settlement with matt feldman

From: Ken Novak <ken@slccommercial.com>
Sent: Saturday, June 16, 2018 7:43 PM
To: Karina Rios <Karina@stremslaw.com>
Cc: danowaklaw@aol.com
Subject: FW: Shingle Proposal

Karina,

Attached are photos of pictures I took of the interior ceilings at my mother's home this weekend as well as the patio screening and the roof. As you can see, there are many interior leaks that are now starting to mold as well as places that will need to be repaired. In reviewing the policy I also see that mold and fungi are covered. Question: Is the insurance company responsible for mold remediation that may be required as a result of their delay in settling this case? There is

an additional \$10,000 in coverage for mold and I do not think that was even included in the report. Last, one more rainstorm with even minor wind and that tarp is coming off. As I stated earlier, if we can net enough to replace the roof net of your fee and the deductible, or close to that, I think we would settle. Please advise on where we are as time is of the essence. Thanks.

\$23,868

\$5,476 Deductible

\$29,344 Total

\$7,336 Your fee

\$36,680 Settlement Amount

58% of the inspection report

From: Ken Novak [<mailto:ken@siccommercial.com>]

Sent: Thursday, June 14, 2018 5:45 PM

To: Karina Rios (Karina@stremslaw.com)

Cc: danowaklaw@aol.com

Subject: FW: Shingle Proposal

Karina,

I have called a number of companies and they are all very slammed. This is a quote I received from a friend in Broward who said they could get the work done in a timely manner before the hurricane season gets going full steam. I am not looking for compensation for all the other damages stated in the report, but if we can net this amount after your fee and the deductible that would work for us. I will forward other bids if and when I receive them.

From: Ricky Sulzer [<mailto:ricky@starproroofing.com>]

Sent: Thursday, June 14, 2018 4:01 PM

To: Ken Novak

Subject: Shingle Proposal

Hey ken, here is roof proposal for Shingle Roof to match existing. Thank You!

Ricky Sulzer, President

Starpro Roofing & Sheet Metal, Inc.

490 SE Seville Street

Stuart, FL 34994

Office: 772-286-8308

Fax: 772-286-8310

Cell: 772-260-0318

ricky@starproroofing.com

Cynthia Montoya

From: Ken Novak <ken@slcccommercial.com>
Sent: Friday, August 03, 2018 2:48 PM
To: Carlos Javier Camejo
Subject: RE: Nowak 450 NW 69th Terrace, Margate

Thanks. there is a lot of work to do and there may be some mold remediation as well. See what you can do. Thanks again for all your help.

From: Carlos Javier Camejo [mailto:cj@stremslaw.com]
Sent: Friday, August 03, 2018 2:00 PM
To: Ken Novak
Subject: Re: Nowak 450 NW 69th Terrace, Margate

Ken:

Let me see if I can work the attorneys fees to be exclusive so your mom ends up with more. I'll get back to you.

Best Regards,

The Strems Law Firm, P.A
Carlos J. Camejo, Esq.
Phone: 786-430-0882
Fax: 305-459-1589

Please excuse any errors. Sent from my iPhone.

On Aug 3, 2018, at 1:50 PM, Ken Novak <ken@slcccommercial.com> wrote:

Net to my mom less your attorney fee of \$7,500.00. So, \$22,500.00 actual net to my mom.

From: Ken Novak [mailto:ken@slcccommercial.com]
Sent: Friday, August 03, 2018 1:49 PM
To: 'Carlos Javier Camejo'
Subject: RE: Nowak 450 NW 69th Terrace, Margate

Carlos,
Unless you think you can do better, we would accept the offer of \$30k net to my mom.

From: Carlos Javier Camejo [mailto:cj@stremslaw.com]
Sent: Thursday, August 02, 2018 3:44 PM
To: Ken Novak; Karina Rios
Subject: RE: Nowak 450 NW 69th Terrace, Margate

After the deductible is taken into account. \$30k net (indemnity owed to the Insured). However, that does not take into account the attorney fee, which would leave it to \$22,500 clean to the client.

Should you have any questions, please do not hesitate to contact us.

Best Regards,

<image001.jpg>

CARLOS J. CAMEJO, Esq.

Email: cj@stremslaw.com

Website: www.stremslaw.com

E-Service: pleadings@stremslaw.com

Direct: 786.475.3453 | Office: 786.430.0882 | Fax:
305.459.1589

2555 Ponce De Leon Blvd, Suite 210 | Coral Gables |
FL | 33134

DIRECT: 786-475-3453

NOTICE: This e-mail, any files, and or attachments transmitted with it are confidential and may contain information which is legally privileged or otherwise exempt from disclosure. They are intended solely for the use of the individual or entity that this e-mail is addressed to. If you are not one of the named recipients or otherwise have reason to believe that you have received this message in error, please immediately notify the sender and delete this message from your computer. Any other use, retention, dissemination, forwarding, printing, or copying of this e-mail is strictly prohibited, and may violate law.

P Go Green: Please do not print this e-mail unless it is absolutely imperative.

From: Ken Novak <ken@siccommercial.com>

Sent: Thursday, August 02, 2018 3:40 PM

To: Carlos Javier Camejo <cj@stremslaw.com>; Karina Rios <Karina@stremslaw.com>

Subject: RE: Nowak 450 NW 69th Terrace, Margate

Thanks Carlos. What is \$30k net mean? Net of what?

From: Carlos Javier Camejo [<mailto:cj@stremslaw.com>]

Sent: Thursday, August 02, 2018 3:32 PM

To: Ken Novak; Karina Rios

Subject: RE: Nowak 450 NW 69th Terrace, Margate

Mr. Novak:

Thanks for the e-mail. We have filed suit already on the above-referenced claim. The attorney for the carrier sent us an offer for \$30k net and we advised him we had to file suit given the fact that he completely disregarded my e-mail for over a month.

Should you have any questions, please do not hesitate to contact us.

Best Regards,

<image001.jpg>

CARLOS J. CAMEJO, Esq.

Email: cj@stremslaw.com

Website: www.stremslaw.com

E-Service: pleadings@stremslaw.com

Direct: 786.475.3453 | Office: 786.430.0882 | Fax:
305.459.1589

2555 Ponce De Leon Blvd, Suite 210 | Coral Gables |
FL | 33134

DIRECT: 786-475-3453

NOTICE: This e-mail, any files, and or attachments transmitted with it are confidential and may contain information which is legally privileged or otherwise exempt from disclosure. They are intended solely for the use of the individual or entity that this e-mail is addressed to. If you are not one of the named recipients or otherwise have

reason to believe that you have received this message in error, please immediately notify the sender and delete this message from your computer. Any other use, retention, dissemination, forwarding, printing, or copying of this e-mail is strictly prohibited, and may violate law.

P Go Green: Please do not print this e-mail unless it is absolutely imperative.

From: Ken Novak <ken@slccommercial.com>

Sent: Thursday, August 02, 2018 3:29 PM

To: Karina Rios <Karina@stremslaw.com>; Carlos Javier Camejo <cj@stremslaw.com>

Subject: Nowak 450 NW 69th Terrace, Margate

I am having to replace the tarp on the roof again. Any status on the law suit?

Regards,

Ken Novak, ACoM

Sales Associate

Property Manager

SLC Commercial | 2488 SE Willoughby Blvd | Stuart, FL 34994

Office: 772.220.4096 | Cell: 772.341.9914 | Fax: 772.220.4585

Cynthia Montoya

From: Carlos Javier Camejo
Sent: Monday, August 13, 2018 2:37 PM
To: Ken Novak
Subject: RE: 450 NW 69Terrace/ Margate/ Nowak

Ken:

I apologize for the delay—I had to travel to Clewiston, Florida for work. Mr. Stremms himself is in communication with the attorney representing the carrier to hopefully finalize the case.

I'm reluctant to say go ahead and upfront the money until the an actual release is furnished to my office from the carrier—as an abundance of caution.

Should you have any questions, please do not hesitate to contact us.

Best Regards,



CARLOS J. CAMEJO, Esq.

Email: cj@stremmslaw.com
Website: www.stremmslaw.com
E-Service: pleadings@stremmslaw.com

Direct: 786.475.3453 | Office: 786.430.0882 | Fax: 305.459.1589
DIRECT: 786-475-3453

2555 Ponce De Leon Blvd, Suite 210 | Coral Gables |
FL | 33134

NOTICE: This e-mail, any files, and or attachments transmitted with it are confidential and may contain information which is legally privileged or otherwise exempt from disclosure. They are intended solely for the use of the individual or entity that this e-mail is addressed to. If you are not one of the named recipients or otherwise have reason to believe that you have received this message in error, please immediately notify the sender and delete this message from your computer. Any other use, retention, dissemination, forwarding, printing, or copying of this e-mail is strictly prohibited, and may violate law.

P Go Green: Please do not print this e-mail unless it is absolutely imperative.

From: Ken Novak <ken@slcccommercial.com>
Sent: Monday, August 13, 2018 2:34 PM
To: Carlos Javier Camejo <cj@stremmslaw.com>
Subject: FW: 450 NW 69Terrace/ Margate/ Nowak

Just wanted to make sure you received.

From: Ken Novak [<mailto:ken@slcccommercial.com>]
Sent: Monday, August 13, 2018 7:12 AM
To: Carlos Javier Camejo (cj@stremmslaw.com)
Subject: 450 NW 69Terrace/ Margate/ Nowak

Hi Carlos,

The tarp is now completely down on my mom's house. I have a proposal to replace it at \$1,000.00 I really do not want to spend that if a settlement is imminent. I am prepared to have the roof replaced out of my own pocket pending settlement but would like to know if doing so would jeopardize the law suit in any way. Further, since a settlement offer of \$30,000.00 less your fee was already tendered, is it safe to assume that that is the worst case scenario for the recovery amount? In your opinion, would replacing the roof for my mom at this juncture be advisable? Thanks.

Regards,

Ken Novak, ACoM

Sales Associate

Property Manager

SLC Commercial | 2488 SE Willoughby Blvd | Stuart, FL 34994

Office: 772.220.4096 | Cell: 772.341.9914 | Fax: 772.220.4686

Cynthia Montoya

From: Carlos Javier Camejo
Sent: Wednesday, September 19, 2018 6:03 PM
To: Ken Novak; Karina Rios
Cc: 'Dennis Nowak'; pnovak@slcccommercial.com
Subject: RE: 450 NW 69th Terrace/ Nowak

Ken:

I will follow up once again with Mr. Strem. I know he had reached out to opposing counsel based off the notes in our system.

Should you have any questions, please do not hesitate to contact us.

Best Regards,



CARLOS J. CAMEJO, Esq.

Email: cj@stremslaw.com
Website: www.stremslaw.com
E-Service: pleadings@stremslaw.com

Direct: 786.475.3453 | Office: 786.430.0882 | Fax: 305.459.1589
DIRECT: 786-475-3453

2555 Ponce De Leon Blvd, Suite 210 | Coral Gables |
FL | 33134

Notice: This e-mail, any files, and or attachments transmitted with it are confidential and may contain information which is legally privileged or otherwise exempt from disclosure. They are intended solely for the use of the individual or entity that this e-mail is addressed to. If you are not one of the named recipients or otherwise have reason to believe that you have received this message in error, please immediately notify the sender and delete this message from your computer. Any other use, retention, dissemination, forwarding, printing, or copying of this e-mail is strictly prohibited, and may violate law.

P Go Green: Please do not print this e-mail unless it is absolutely imperative.

From: Ken Novak <ken@slcccommercial.com>
Sent: Wednesday, September 19, 2018 4:11 PM
To: Karina Rios <Karina@stremslaw.com>
Cc: Carlos Javier Camejo <cj@stremslaw.com>; 'Dennis Nowak' <danowaklaw@gmail.com>; pnovak@slcccommercial.com
Subject: RE: 450 NW 69th Terrace/ Nowak

Karina/ Carlos,

I have not heard from anyone at the law firm since this last request on the 10th. Can someone please get back to me with a status on my mom's case? If this was referred to Mr. Strem for a conclusion can you please copy him on this correspondence and have him call me on my cell with a status? Thanks My cell 772-341-9914

From: Ken Novak <ken@slccommercial.com>
Sent: Wednesday, September 19, 2018 4:03 PM
To: Ken Novak <Ken@slccommercial.com>
Subject: FW: 450 NW 69th Terrace/ Nowak

From: Ken Novak [<mailto:ken@slccommercial.com>]
Sent: Monday, September 10, 2018 5:43 PM
To: Carlos Javier Camejo (cj@stremslaw.com)
Cc: Karina Ríos (Karina@stremslaw.com)
Subject: 450 NW 69th Terrace/ Nowak

Hi Carlos,

Can you please have Mr. Strems call me on my mother's claim. My cell is best 772-341-9914 Thank you.

Regards,

Ken Novak, ACoM
Sales Associate
Property Manager
SLC Commercial | 2488 SE Willoughby Blvd | Stuart, FL 34994
Office: 772.220.4096 | Cell: 772.341.9914 | Fax: 772.220.4686

Cynthia Montoya

From: Ken Novak <ken@slccommercial.com>
Sent: Monday, December 03, 2018 10:10 AM
To: Carlos Javier Camejo
Cc: 'Dennis Nowak'
Subject: RE: margaret nowak 79881-00-- settlement

Carlos,

What is the status on the settlement. You told me 2-3 weeks ?

From: Ken Novak <ken@slccommercial.com>
Sent: Tuesday, October 16, 2018 6:32 PM
To: Ken Novak <Ken@slccommercial.com>
Subject: FW: margaret nowak 79881-00-- settlement

From: Carlos Javier Camejo [<mailto:cj@stremslaw.com>]
Sent: Thursday, June 21, 2018 4:06 PM
To: Ken Novak
Cc: Karina Rios; danowaklaw@aol.com
Subject: RE: margaret nowak 79881-00-- settlement

Ken:

Understood, let me see if I can get you that amount. Thanks for the descriptive e-mail, greatly appreciated.

Should you have any questions, please do not hesitate to contact us.

Best Regards,



CARLOS J. CAMEJO, Esq.

Email: cj@stremslaw.com
Website: www.stremslaw.com
E-Service: pleadings@stremslaw.com

Direct: 786.475.3453 | Office: 786.430.0882 | Fax: 305.459.1589
DIRECT: 786-475-3453

2555 Ponce De Leon Blvd, Suite 210 | Coral Gables |
FL | 33134

Notice: This e-mail, any files, and or attachments transmitted with it are confidential and may contain information which is legally privileged or otherwise exempt from disclosure. They are intended solely for the use of the individual or entity that this e-mail is addressed to. If you are not one of the named recipients or otherwise have reason to believe that you have received this message in error, please immediately notify the sender and delete this message from your computer. Any other use, retention, dissemination, forwarding, printing, or copying of this e-mail is strictly prohibited, and may violate law.

P Go Green: Please do not print this e-mail unless it is absolutely imperative.

From: Ken Novak <ken@siccommercial.com>
Sent: Thursday, June 21, 2018 4:03 PM
To: Carlos Javier Camejo <cj@stremslaw.com>
Cc: Karina Rios <Karina@stremslaw.com>; danowaklaw@aol.com
Subject: RE: margaret nowak 79881-00-- settlement

Hi Carlos,

I understand the mechanics of your fee and the deductible. I think perhaps you did not understand my point. I just want to secure a new roof for my mother over and above the cost of the deductible and your fee. There is obviously more damage to the house besides the roof as the estimate shows. If we cannot net out the cost of the roof estimate then perhaps it is time to file suit. I was originally told that your firm typically settle for 50% to 60% of the estimate, which would put us at \$32,000.00 on the low end. I added your fee and the deductible amount merely as an exercise to show what the gross settlement needed to be in order to net out enough to put a roof over my mother's head.

From: Carlos Javier Camejo [<mailto:cj@stremslaw.com>]
Sent: Thursday, June 21, 2018 3:31 PM
To: Ken Novak
Cc: Karina Rios
Subject: RE: margaret nowak 79881-00-- settlement

Ken:

Thanks for the information. Unfortunately, we can't add the deductible to the cost as a deductible does the complete opposite (subtract). The carrier will say the deductible is your obligation as is the same with the attorney fees. They don't cover attorney expenses or deductible—they pay what is called "ACV"—actual cash value. We can proceed with litigation if you see fit. Please let me know.

Should you have any questions, please do not hesitate to contact us.

Best Regards,



CARLOS J. CAMEJO, Esq.

Email: cj@stremslaw.com
Website: www.stremslaw.com
E-Service: pleadings@stremslaw.com

Direct: 786.475.3453 | Office: 786.430.0882 | Fax: 305.459.1589
DIRECT: 786-475-3453

2555 Ponce De Leon Blvd, Suite 210 | Coral Gables |
FL | 33134

Notice: This e-mail, any files, and or attachments transmitted with it are confidential and may contain information which is legally privileged or otherwise exempt from disclosure. They are intended solely for the use of the individual or entity that this e-mail is addressed to. If you are not one of the named recipients or otherwise have reason to believe that you have received this message in

error, please immediately notify the sender and delete this message from your computer. Any other use, retention, dissemination, forwarding, printing, or copying of this e-mail is strictly prohibited, and may violate law.

P Go Green: Please do not print this e-mail unless it is absolutely imperative.

From: Karina Rios
Sent: Monday, June 18, 2018 5:04 PM
To: Carlos Javier Camejo <cj@stremslaw.com>
Subject: margaret nowak 79881-00-- settlement

CJ- please see email below from clients soon.
You had asked him to get estimates so you could negotiate settlement with matt feldman

From: Ken Novak <ken@slccommercial.com>
Sent: Saturday, June 16, 2018 7:43 PM
To: Karina Rios <Karina@stremslaw.com>
Cc: danowaklaw@aol.com
Subject: FW: Shingle Proposal

Karina,

Attached are photos of pictures I took of the interior ceilings at my mother's home this weekend as well as the patio screening and the roof. As you can see, there are many interior leaks that are now starting to mold as well as places that will need to be repaired. In reviewing the policy I also see that mold and fungi are covered. Question: Is the insurance company responsible for mold remediation that may be required as a result of their delay in settling this case? There is an additional \$10,000 in coverage for mold and I do not think that was even included in the report. Last, one more rainstorm with even minor wind and that tarp is coming off. As I stated earlier, if we can net enough to replace the roof net of your fee and the deductible, or close to that, I think we would settle. Please advise on where we are as time is of the essence. Thanks.

\$23,868
\$5,476 Deductible
\$29,344 Total
\$7,336 Your fee

\$36,680 Settlement Amount
58% of the inspection report

From: Ken Novak [<mailto:ken@slccommercial.com>]
Sent: Thursday, June 14, 2018 5:45 PM
To: Karina Rios (Karina@stremslaw.com)
Cc: danowaklaw@aol.com
Subject: FW: Shingle Proposal

Karina,

I have called a number of companies and they are all very slammed. This is a quote I received from a friend in Broward who said they could get the work done in a timely manner before the hurricane season gets going full steam. I am not looking for compensation for all the other damages stated in the report, but if we can net this amount after your fee and the deductible that would work for us. I will forward other bids if and when I receive them.

From: Ricky Sulzer [<mailto:ricky@starproroofing.com>]
Sent: Thursday, June 14, 2018 4:01 PM
To: Ken Novak
Subject: Shingle Proposal

Hey ken, here is roof proposal for Shingle Roof to match existing. Thank You!

Ricky Sulzer, President
Starpro Roofing & Sheet Metal, Inc.
490 SE Seville Street
Stuart, FL 34994
Office: 772-286-8308
Fax: 772-286-8310
Cell: 772-260-0318
ricky@starproroofing.com

From: Ken Novak ken@slcccommercial.com
Subject: RE: 450 NW 69th Terrace/ Nowak
Date: Dec 13, 2018 at 1:07:48 PM
To: Johana Espinal settlement1@stremslaw.com
Cc: Dennis Nowak danowaklaw@gmail.com

Thanks for the update.

From: Johana Espinal <settlement1@stremslaw.com>
Sent: Thursday, December 13, 2018 12:31 PM
To: ken@slcccommercial.com
Cc: Laura Acevedo <LAcevedo@stremslaw.com>
Subject: 450 NW 69th Terrace/ Nowak

Good afternoon Kenneth,

We are currently pending the revised settlement documents from the carrier. Unfortunately this specific carrier really takes a while to send everything to us. I hope to be in touch soon with everything ready for your Mother to send. If you have any other questions, do not hesitate to contact me.

Best regards,



Johana Espinal
Legal Assistant
www.stremslaw.com
Email: settlement1@stremslaw.com
E-Service: pleadings@stremslaw.com

786.430.0882 | 305.459.1589
DIRECT: 786.475.3455

PLEASE NOTE NEW MAILING ADDRESS
2525 Ponce De Leon Blvd., Suite 600 | Coral Gables FL | 33134

Notice: This e-mail, any files, and/or attachments transmitted with it are confidential and may contain information which is legally privileged or otherwise exempt from disclosure. They are intended solely for the use of the individual or entity that this e-mail is addressed to. If you are not one of the named recipients or otherwise have reason to believe that you have received this message in error, please immediately notify the sender and delete this message from your computer. Any other use, retention, dissemination, forwarding, printing, or copying of this e-mail is strictly prohibited, and may violate law.

From: Johana Espinal <settlement1@stremslaw.com>
Sent: Friday, January 18, 2019 12:56 PM
To: Dennis Nowak <danowaklaw@gmail.com>
Cc: Ken Novak <ken@slcccommercial.com>; pnovak@slcccommercial.com; Laura Acevedo <LAcevedo@stremslaw.com>
Subject: RE: 450 NW 69th Terrace/ Nowak

Dennis,

Please see attached settlement documents.

Thank you,

<image001.jpg>

Johana Espinal
Legal Assistant

www.stremslaw.com
Email: settlement1@stremslaw.com
E-Service: pleadings@stremslaw.com

786.430.0892 | 305.459.1589 f

DIRECT: 786.475.3455

PLEASE NOTE NEW MAILING ADDRESS
2525 Ponce De Leon Blvd., Suite 600 | Coral Gables | FL | 33134

Notice: This e-mail, any files, and/or attachments transmitted with it are confidential and may contain information which is legally privileged or otherwise exempt from disclosure. They are intended solely for the use of the individual or entity that this e-mail is addressed to. If you are not one of the named recipients or otherwise have reason to believe that you have received this message in error, please immediately notify the sender and delete this message from your computer. Any other use, retention, dissemination, forwarding, printing, or copying of this e-mail is strictly prohibited, and may violate law.

From: Dennis Nowak <danowaklaw@gmail.com>
Sent: Friday, January 18, 2019 12:40 PM
To: Johana Espinal <settlement1@stremslaw.com>
Cc: Ken Novak <ken@slcccommercial.com>; pnovak@slcccommercial.com; Laura Acevedo <LAcevedo@stremslaw.com>
Subject: Re: 450 NW 69th Terrace/ Nowak

Johanna, thank you for your call this morning. Would you have someone please send me a copy of the final settlement paperwork. I will be available by phone on Tuesday when Carlos gets them signed, but I would like to be prepared to answer any questions my mother may have. Thanks again for your help in resolving this.

Sent from my iPhone

disclosure. They are intended solely for the use of the individual or entity that this e-mail is addressed to. If you are not one of the named recipients or otherwise have reason to believe that you have received this message in error, please immediately notify the sender and delete this message from your computer. Any other use, retention, dissemination, forwarding, printing, or copying of this e-mail is strictly prohibited, and may violate law.

From: Ken Novak <ken@slcccommercial.com>
Sent: Monday, January 21, 2019 12:43 PM
To: Johana Espinal <settlement1@stremslaw.com>; 'Dennis Nowak' <danowaklaw@gmail.com>
Cc: pnovak@slcccommercial.com; Laura Acevedo <LAcevedo@stremslaw.com>
Subject: RE: 450 NW 69th Terrace/ Nowak

All,

I agreed to a settlement netting my mother \$ 22,500 with the understanding that your firm would try to collect the additional attorney fee due to Stremms so that my mother would effectively net \$30k . I actually just reviewed the documents and I am shocked to see that you actually secured an additional \$22,500.00 , but none of which will go to benefit my mother. That is unacceptable to me. Unless you can net my mother the \$30,000.00 we will reject this settlement.

From: Johana Espinal <settlement1@stremslaw.com>
Sent: Friday, January 18, 2019 12:56 PM
To: Dennis Nowak <danowaklaw@gmail.com>
Cc: Ken Novak <ken@slcccommercial.com>; pnovak@slcccommercial.com; Laura Acevedo <LAcevedo@stremslaw.com>
Subject: RE: 450 NW 69th Terrace/ Nowak

Dennis,

Please see attached settlement documents.

Thank you,

<image001.jpg>

Johana Espinal
Legal Assistant

www.stremslaw.com
Email: settlement1@stremslaw.com
E-Service: pleadings@stremslaw.com

786.430.0882 | 305.459.1589 |

DIRECT: 786.475.3455

PLEASE NOTE NEW MAILING ADDRESS
2525 Ponce De Leon Blvd., Suite 600 | Coral Gables | FL | 33134

NOTICE: This e-mail, any files, and or attachments transmitted with it are confidential and may contain information which is legally privileged or otherwise exempt from disclosure. They are intended solely for the use of the individual or entity that this e-mail is addressed to. If you are not one of the named recipients or otherwise have reason to believe that you have received this message in error, please immediately notify the sender and delete this message from your computer. Any other use, retention, dissemination, forwarding, printing, or copying of this e-mail is strictly prohibited, and may violate law.

From: Ken Novak ken@slcccommercial.com
Subject: RE: 450 NW 69th Terrace/ Nowak
Date: Jan 22, 2019 at 8:36:51 AM
To: Dennis Nowak danowaklaw@gmail.com

Thanks.

From: Dennis Nowak <danowaklaw@gmail.com>
Sent: Tuesday, January 22, 2019 8:34 AM
To: Johana Espinal <settlement1@stremslaw.com>
Cc: Ken Novak <ken@slcccommercial.com>; pnovak@slcccommercial.com; Laura Acevedo <L.Acevedo@stremslaw.com>; Lea Castro <lea@stremslaw.com>
Subject: Re: 450 NW 69th Terrace/ Nowak

My mother will not be signing these documents. In addition, you should confirm with one of the lawyers in your firm that the Florida Statute cited in your closing statement does not override the provisions of your engagement agreement and, in any event, applies only to court awarded fees not negotiated settlements. So unless you are telling me that this case went to judgment, the fee statute you refer to is irrelevant. Also, even that statute only provides for a reasonable attorneys fee. In your engagement agreement, you quantified that as 30% of the recovery. In this case that equals \$15,142.80, not the \$22,500 you are claiming. That leaves \$29,857.20 (which incidentally is close to the \$30,000 net that the continued negotiation was supposed to accomplish) which is what we want the settlement documents to provide. Any prior outstanding proposals of a compromise amount are rescinded. Please govern yourselves accordingly.

Sent from my iPad

On Jan 21, 2019, at 4:39 PM, Johana Espinal <settlement1@stremslaw.com> wrote:

Good afternoon Ken and Dennis,

According to Florida Statute, when an insured has to file a lawsuit against their insurer, the insurance company has to pay reasonable attorneys' fees and costs. The work done on the behalf of your Mother's claim was not limited to recovering what you believed you were owed, but the attorney's needed to also prove there was coverage under the policy. The reasoning behind this statute is to ensure the insured does not have to lose some or all of the amount recovered during a lawsuit against the insurer. Our firm obtains settlement authority from every client and we aim to settle as close to their authorization. I hope these clears up any doubts and that we are able to proceed with tomorrow's appointment.

Thank you,

<image001.jpg>

Johana Espinal
Legal Assistant

www.stremslaw.com
Email: settlement1@stremslaw.com
E-Service: pleadings@stremslaw.com

786.430.0882 | 305.459.1589 f

DIRECT: 786.475.3455

PLEASE NOTE NEW MAILING ADDRESS
2525 Ponce De Leon Blvd., Suite 600 | Coral Gables | FL | 33134

Notice: This e-mail, any files, and or attachments transmitted with it are confidential and may contain information which is legally privileged or otherwise exempt from

From: Ken Novak ken@slccommercial.com
Subject: FW: Nowak 450 NW 69th Terrace, Margate
Date: Jan 21, 2019 at 6:17:04 PM
To: Johana Espinal settlement1@stremslaw.com
Cc: Dennis Nowak danowaklaw@gmail.com

Johana,

Please see the email chain below. It reiterates what my brother is referring to regarding settlement correspondence I have had with your firm. There was never any discussion of a settlement over the \$30,000. And there was never a discussion of attorney fees in excess of \$7,500.00

From: Ken Novak <ken@slccommercial.com>
Sent: Monday, October 22, 2018 1:09 PM
To: 'lea@stremslaw.com' <lea@stremslaw.com>
Cc: 'Dennis Nowak' <danowaklaw@gmail.com>
Subject: FW: Nowak 450 NW 69th Terrace, Margate

Hi Lea,

Please see the email chain below. When talking to Carlos Camejo on my mother's case I was under the impression that your firm had received an offer from the insurance carrier of \$30k waiving the deductible but not the attorney fee. I told Carlos at that time that we would accept the \$22,500 net to my mother unless he thought he could get the attorney fees on top of the settlement amount. He said that he would try to net the \$30k after deductible and your firm's fees. Then I was informed that we were starting all over and that it could take another year to settle this case. Had I known that, I would have settled for the \$22,500. I believe (correct me if I am wrong) that this case has been with your firm since hurricane Irma without resolve. I cannot wait another year to settle this case. We have already put 3 tarps on the roof at a cost of \$1,000 each time, not to mention a mold issue due to their delay in settling, which I have not even assessed as of yet. As far as I can tell, mold is covered in their policy as well, and if they refuse to settle this in a reasonable manner I will engage a mold remediation company. I am sure this will add thousands to their settlement. If they really want to go to trial I will be happy to wheel my 340 lb emotionally challenged brother, who suffers from Type 2 diabetes, along with my pre-dementia 85 year old mother into the courtroom. I am sure the jury would love to see that. Please Let me know the course of action that is being taken by your firm to resolve this case as expediently as possible.

Ken Novak
[772-341-9914](tel:772-341-9914)

From: Ken Novak <ken@slccommercial.com>
Sent: Tuesday, October 16, 2018 6:32 PM

EXHIBIT

C

13

Matthew Feldman

Result

From: Matthew Feldman
Sent: Monday, July 30, 2018 5:01 PM
To: Carlos Javier Camejo
Subject: RE: margaret nowak 79881-00-- settlement

Has there been service?

From: Carlos Javier Camejo [mailto:cj@stremslaw.com]
Sent: Monday, July 30, 2018 4:59 PM
To: Matthew Feldman
Subject: RE: margaret nowak 79881-00-- settlement

Since attorney fees are involved now, reach out to Scot if you want to settle. It had been weeks since I sent the client's bottom line and they were adamant about pursuing it in court if needed.

Should you have any questions, please do not hesitate to contact us.

Best Regards,



CARLOS J. CAMEJO, Esq.

Email: cj@stremslaw.com
Website: www.stremslaw.com
E-Service: pleadings@stremslaw.com

Direct: 786.475.3453 | Office: 786.430.0882 | Fax: 305.459.1589
DIRECT: 786-475-3453

2555 Ponce De Leon Blvd, Suite 210 | Coral Gables |
FL | 33134

NOTICE: This e-mail, any files, and or attachments transmitted with it are confidential and may contain information which is legally privileged or otherwise exempt from disclosure. They are intended solely for the use of the individual or entity that this e-mail is addressed to. If you are not one of the named recipients or otherwise have reason to believe that you have received this message in error, please immediately notify the sender and delete this message from your computer. Any other use, retention, dissemination, forwarding, printing, or copying of this e-mail is strictly prohibited, and may violate law.

P Go Green: Please do not print this e-mail unless it is absolutely imperative.

From: Matthew Feldman <mfeldman@woodlawyers.com>
Sent: Monday, July 30, 2018 4:58 PM
To: Carlos Javier Camejo <cj@stremslaw.com>
Subject: RE: margaret nowak 79881-00-- settlement

Does that mean you cant settle it?

From: Carlos Javier Camejo [mailto:cj@stremslaw.com]
Sent: Monday, July 30, 2018 4:57 PM

To: Matthew Feldman
Subject: RE: margaret nowak 79881-00-- settlement

Matt:

Looking at the file, it appears we filed suit on this.

Should you have any questions, please do not hesitate to contact us.

Best Regards,



CARLOS J. CAMEJO, Esq.

Email: cj@stremslaw.com

Website: www.stremslaw.com

E-Service: pleadings@stremslaw.com

Direct: 786.475.3453 | Office: 786.430.0882 | Fax: 305.459.1589

DIRECT: 786-475-3453

2555 Ponce De Leon Blvd, Suite 210 | Coral Gables |
FL | 33134

NOTICE: This e-mail, any files, and or attachments transmitted with it are confidential and may contain information which is legally privileged or otherwise exempt from disclosure. They are intended solely for the use of the individual or entity that this e-mail is addressed to. If you are not one of the named recipients or otherwise have reason to believe that you have received this message in error, please immediately notify the sender and delete this message from your computer. Any other use, retention, dissemination, forwarding, printing, or copying of this e-mail is strictly prohibited, and may violate law.

P Go Green: Please do not print this e-mail unless it is absolutely imperative.

From: Matthew Feldman <mfeldman@woodlawyers.com>

Sent: Monday, July 30, 2018 4:52 PM

To: Carlos Javier Camejo <cj@stremslaw.com>

Subject: FW: margaret nowak 79881-00-- settlement

Carlos —

Please see my email below. It appears Karina is out of the office until Thursday.

Thanks,

Matt

From: Matthew Feldman

Sent: Monday, July 30, 2018 4:55 PM

To: 'Karina Rios'

Subject: RE: margaret nowak 79881-00-- settlement

Good Afternoon Karina:

I have been trying very hard to obtain additional settlement authority in this case over the past several weeks. Earlier today my client granted me additional settlement authority up to \$30,000.00 to resolve this matter. Please convey same to your client in the hopes of reaching a global resolution to same.

I look forward to hearing from you .

Sincerely

Matt

From: Karina Rios [<mailto:Karina@stremslaw.com>]
Sent: Monday, June 25, 2018 4:24 PM
To: Matthew Feldman
Subject: FW: margaret nowak 79881-00-- settlement

From: Carlos Javier Camejo
Sent: Thursday, June 21, 2018 4:10 PM
To: 'Matthew Feldman' <mfeldman@woodlawyers.com>
Cc: Karina Rios <Karina@stremslaw.com>
Subject: FW: margaret nowak 79881-00-- settlement

Good afternoon Matt:

Please see attached bid for roof. In addition, there is interior damage throughout the house. Our absolute bottom line is \$37k net exclusive of water mit. The clients are willing to proceed to litigation as they refuse to pay out of pocket for any of the damages sustained to the property.

Should you have any questions, please do not hesitate to contact us.

Best Regards,



CARLOS J. CAMEJO, Esq.

Email: cj@stremslaw.com
Website: www.stremslaw.com
E-Service: pleadings@stremslaw.com

Direct: 786.475.3453 | Office: 786.430.0882 | Fax: 305.459.1589
DIRECT: 786-475-3453

2555 Ponce De Leon Blvd, Suite 210 | Coral Gables |
FL | 33134

NOTICE: This e-mail, any files, and or attachments transmitted with it are confidential and may contain information which is legally privileged or otherwise exempt from disclosure. They are intended solely for the use of the individual or entity that this e-mail is addressed to. If you are not one of the named recipients or otherwise have reason to believe that you have received this message in error, please immediately notify the sender and delete this message from your computer. Any other use, retention, dissemination, forwarding, printing, or copying of this e-mail is strictly prohibited, and may violate law.

P Go Green: Please do not print this e-mail unless it is absolutely imperative.

FW: Nowak, Margaret v. Florida Peninsula Insurance Company (clam FPI079881)

From: Scot Strems (sstrems@stremslaw.com)

To: kamilar@bellsouth.net

Date: Thursday, December 12, 2019, 09:50 AM EST

See Below

[cid:image002.png@01D5B0D1.9BE72D50]

Scot Strems
Attorney

www.stremslaw.com<<http://www.stremslaw.com/>>

Email: scot@stremslaw.com<<mailto:scot@stremslaw.com>>

E-Service: pleadings@stremslaw.com<<mailto:pleadings@stremslaw.com>>

786.430.0882 | 305.459.1589f
2525 Ponce De Leon Blvd., Suite 600 | Coral Gables | FL | 33134

Notice: This e-mail, any files, and or attachments transmitted with it are confidential and may contain information which is legally privileged or otherwise exempt from disclosure. They are intended solely for the use of the individual or entity that this e-mail is addressed to. If you are not one of the named recipients or otherwise have reason to believe that you have received this message in error, please immediately notify the sender and delete this message from your computer. Any other use, retention, dissemination, forwarding, printing, or copying of this e-mail is strictly prohibited, and may violate law.

From: Matthew Feldman <mfeldman@woodlawyers.com>
Sent: Friday, November 09, 2018 4:47 PM
To: Scot Strems <sstrems@stremslaw.com>
Cc: Yudy Abreu <yabreu@civildefenselaw.net>
Subject: Nowak, Margaret v. Florida Peninsula Insurance Company (clam FPI079881)

Good Afternoon Mr. Strems:

Please allow this to confirm we have reached a global settlement agreement in the subject matter in the amount of \$45,000.00.

At your earliest convenience, please forward to me Plaintiff's settlement check instructions/breakdown. In addition, please provide a copy of the public adjuster's executed contract and W9, if applicable and a copy of your office's W9. In addition, please verify your client's current mortgagee.

Upon receipt of your settlement check instructions/breakdown and lien/mortgagee verification, we will prepare the settlement releases and stipulations for execution.

If you have any questions, please do not hesitate to contact me anytime.

Sincerely

Matthew B. Feldman, Esquire
Wood & Associates

Exhibit G

FW: Nowak, Margaret v. Florida Peninsula Insurance Company

From: Scot Stremms (sstremms@stremslaw.com)

To: kamilar@bellsouth.net

Date: Thursday, December 12, 2019, 09:51 AM EST

See below and attached

[cid:image002.png@01D5B0D1.A2ED1EC0]

Scot Stremms
Attorney

www.stremslaw.com<<http://www.stremslaw.com/>>

Email: scot@stremslaw.com<<mailto:scot@stremslaw.com>>

E-Service: pleadings@stremslaw.com<<mailto:pleadings@stremslaw.com>>

786.430.0882 | 305.459.1589f
2525 Ponce De Leon Blvd., Suite 600 | Coral Gables | FL | 33134

Notice: This e-mail, any files, and or attachments transmitted with it are confidential and may contain information which is legally privileged or otherwise exempt from disclosure. They are intended solely for the use of the individual or entity that this e-mail is addressed to. If you are not one of the named recipients or otherwise have reason to believe that you have received this message in error, please immediately notify the sender and delete this message from your computer. Any other use, retention, dissemination, forwarding, printing, or copying of this e-mail is strictly prohibited, and may violate law.

From: Matthew Feldman <mfeldman@woodlawyers.com>
Sent: Friday, December 07, 2018 11:20 AM
To: Laura Acevedo <L.Acevedo@stremslaw.com>
Cc: Scot Stremms <ssremms@stremslaw.com>; 'Yudy Abreu' <yabreu@civildefenselaw.net>
Subject: Nowak, Margaret v. Florida Peninsula Insurance Company

Good Morning:

Thank you for your patience. Attached please find the settlement documents for the abovementioned matter. Please have them executed and sent to my office at your earliest convenience. Once I am in receipt of the settlement checks and the original executed settlement documents we will forward the settlement checks your way. Be mindful that we will not submit the SFD and OFD to the judge without the consent from your office. Should you have any questions or concerns, do not hesitate to contact me.

Best Regards,

Matthew B. Feldman, Esquire
Wood & Associates
9200 South Dadeland Blvd., Ste 509
Miami, Florida 33156

(O) 305-670-3838
(F) 305-670-1903
(C) 305-519-8155

Matthew Feldman

From: Johana Espinal <settlement1@stremslaw.com>
Sent: Monday, November 12, 2018 11:17 AM
To: Matthew Feldman; 'yabreu@civildefenselaw.net'
Cc: Laura Acevedo
Subject: Margaret Nowak v. Florida Peninsula Insurance Company CACE-18-015967 SETTLEMENT INSTRUCTIONS
Attachments: W-9 (2018).pdf
Importance: High

Good morning:

Pursuant to the settlement agreement, below please find the payment breakdown:

One check should be made payable to: **Margaret Nowak, Quicken Loans, and Strem Law Firm, in the amount of \$22,500.00.**

One check to be separate and made payable only to: **Strem Law Firm, in the amount of \$22,500.00.** Our Tax ID # is **26-3531714.**

PLEASE NOTE THE RELEASE MUST STIPULATE THIS SETTLEMENT IS EXCLUSIVE SERVICES RENDERED BY JD RESTORATIONS.

Kindly send us the General Release of Claims and Joint Stipulation for Dismissal within 15 days so we may resolve this case and close our files. Thank you for your time and attention to this matter. If you have any further questions, please do not hesitate to contact me.



Johana Espinal
Legal Assistant

www.stremslaw.com

Email: settlement1@stremslaw.com

E-Service: pleadings@stremslaw.com

786.430.0882 | 305.459.1589/f

DIRECT: 786.475.3455

2555 Ponce De Leon Blvd., Suite 210 | Coral Gables | FL | 33134

NOTICE: This e-mail, any files, and or attachments transmitted with it are confidential and may contain information which is legally privileged or otherwise exempt from disclosure. They are intended solely for the use of the individual or entity that this e-mail is addressed to. If you are not one of the named recipients or otherwise have reason to believe that you have received this message in error, please immediately notify the sender and delete this message from your computer. Any other use, retention, dissemination, forwarding, printing, or copying of this e-mail is strictly prohibited, and may violate law.

RELEASE / HOLD-HARMLESS / INDEMNITY AGREEMENT

THIS INDENTURE WITNESSETH that the undersigned, **MARGARET NOWAK**, for himself/herself and for his/her heirs, personal representatives, executors, administrators, successors and assigns (hereinafter, "**Releasor**"), for the sole consideration of the total sum of **FIFTY THOUSAND, FOUR HUNDRED AND SEVENTY-SIX DOLLARS AND 00/100 CENTS (\$50,476.00)**, less the applicable deductible of **FIVE THOUSAND FOUR HUNDRED AND SEVENTY-SIX DOLLARS AND 00/100 CENTS (\$5,476.00)**, for a net payment of **FORTY-FIVE THOUSAND DOLLARS AND 00/100 (\$45,000.00)**, payable as follows: **TWENTY-TWO THOUSAND FIVE HUNDRED DOLLARS AND 00/100 (\$22,500.00)**, paid to **MARGARET NOWAK, QUICKEN LOANS and STREMS LAW FIRM** (Coverage A – Dwelling), and **TWENTY-TWO THOUSAND FIVE HUNDRED DOLLARS AND 00/100 (\$22,500.00)**, paid to **STREMS LAW FIRM, P.A.** (Attorney's Fees and Costs), the sufficiency and receipt of which is acknowledged, does hereby release, acquit and forever discharge **FLORIDA PENINSULA INSURANCE COMPANY** and its agents, servants, successors, heirs, executors, administrators and all other persons, firms, corporations, associations or partnerships and any other person, firm or corporation charged or chargeable with responsibility or liability, their representatives and assigns, (hereinafter, "**Releasees**") from any and all claims, demands, damages, costs, expenses, attorney's fees and costs, extra-contractual claims, loss of services, actions and causes of action, arising from any act or occurrence and particularly on account of all property damage, structural damage, personal property damage, additional living expenses, loss of use, loss or damages of any kind sustained in consequence of a **Wind/ Hurricane/ Irma Loss**, which may have occurred on or about **September 10, 2017** occurred at **450 NW 69th Terrace, Margate, Florida, 33063** or identified and described in any pleadings filed in the civil action styled **MARGARET NOWAK v. FLORIDA PENINSULA INSURANCE COMPANY, Broward Circuit Case No. CACE-18-015967** (the "**NOWAK Civil Action**") **Claim Number FPI079881**.

As further consideration and inducement for this compromise and settlement, **Releasor's** agree to indemnify, protect and hold harmless the **Releasees** from any and all claims, causes, actions, judgments, costs, liens, subrogation, rights of reimbursement, attorney's fees, expenses and losses of every kind and character, whether direct or indirect, of any manner, or in anyway whatsoever arising on account of any action, claim or demand, specifically including but not limited to any claims by any and all other persons or entities who have or may claim an interest in the property located at **450 NW 69th Terrace, Margate, Florida, 33063**, due to the incident, casualty or event made the subject of the **NOWAK Civil Action** or other matters made the subject of this Release/Hold Harmless/Indemnity Agreement.

Releasor understands and agrees to assume and accept all risks, chances or hazards that the injuries, damages, losses, liabilities and other matters which are the subject of this Release/Hold Harmless/Indemnity Agreement are now or may become greater, more numerous or more extensive than is now known, anticipated or expected, and that the undersigned **Releasor** agrees that this Release/Hold Harmless/Indemnity Agreement applies to all damages or losses of every kind and

180272.

character which have arisen, or which may hereafter arise, even though now unknown, unanticipated or unexpected.

Releasor further agrees to apply the settlement sum/proceeds to any and all past, present, pending, existing, potential and future claims, liens or claims of lien against these settlement proceeds in such a manner as to satisfy or resolve all such liens or claims of lien and effectuate **Releasor's** agreement to protect, indemnify and hold harmless the **Releasees**.

To procure payment of the said sum, **Releasor** hereby declares that he is more than eighteen years of age, and that no representations about the nature and extent of said damages made by any attorney or agent of any party hereby released, nor any representations regarding the nature and extent of legal liability or financial responsibility of any of the parties hereby released, have induced her to make this settlement. **Releasor** hereby agrees that as a further consideration and inducement for this compromise settlement, this settlement shall apply to all unknown and unanticipated damages resulting from the incidents, casualties or events made the subject of the **NOWAK Civil Action**, as well as to those now disclosed.

Releasor understands that the parties hereby released admit no liability of any sort by reason of said incident and that said payment and settlement in compromise is made to terminate further controversy respecting all claims for damages that **Releasor** has heretofore asserted because of the said incidents. **Releasor** further understands that such liability as she may or shall have incurred, directly or indirectly, in connection with or for damages arising out of the incidents to each person or organization released and discharged of liability herein, and to any other person or organization, is expressly reserved to each of them, such liability not being waived, agreed upon, discharged nor settled in this Release.

Further, this settlement is confidential in nature between the involved parties named herein. Releasor agrees that he shall not reveal to anyone, other than as may be mutually agreed to in writing with **Releasees**, any of the terms of this Release/Hold Harmless/Indemnity Agreement or any of the amounts, numbers or terms and conditions of any sums paid to the **Releasor** hereunder.

Signed and sealed this _____ day of _____, 201____.

(CAUTION: READ BEFORE SIGNING)

WITNESS

MARGARET NOWAK

WITNESS

[JURAT ON FOLLOWING PAGE]

180272

STATE OF FLORIDA)
) ss.
COUNTY OF MIAMI-DADE)

On this, the _____ day of _____, 201____, before me, the undersigned Notary Public of the State of Florida, personally appeared **MARGARET NOWAK**, who [] is personally known to me or [] produced _____ as identification, and whose name is subscribed to the foregoing instrument, and who acknowledged that she executed the same as her own free act and deed.

NOTARY PUBLIC STATE OF FLORIDA

PRINTED NAME OF NOTARY PUBLIC
NOTARY PUBLIC, SEAL OF OFFICE

**IN THE CIRCUIT COURT OF THE 17TH JUDICIAL CIRCUIT IN AND FOR
BROWARD COUNTY, FLORIDA
CIVIL DIVISION**

CASE NO.: CACE-18-015967

MARGARET NOWAK,

Plaintiffs,

-vs-

FLORIDA PENINSULA INSURANCE COMPANY,
Defendant.

_____ /

CLOSING STATEMENT

INDEMNITY SETTLEMENT	\$22,500.00
ATTORNEY'S FEES (Pursuant to Florida Statute 627.428)	\$22,500.00
COSTS	
Court Filing Fees & Summons Issuance	\$411.35
Service of Process	\$15.55
Consultant Fee	\$4,500.00
Administrative Fees	\$50.00
TOTAL COSTS:	\$4,976.90
NET TO CLIENT	\$22,500.00

I, MARGARET NOWAK, have read the above and agreed to accept the total amount of Twenty-Two Thousand Five Hundred Dollars and Zero Cents (\$22,500.00) as full and final settlement of the above-captioned matter against FLORIDA PENINSULA INSURANCE COMPANY. I/WE further understand that I am responsible for any outstanding liens, assignments, debts and monies owed other than listed in the above Closing Statement. In

EXHIBIT F

Exhibit J

21

recognition of the above and foregoing and for the consideration of their agreement not to withhold sums from the settlement, we hereby release our attorneys, STREMS LAW FIRM and SCOT STREMS, from payment of any and all other bill or item of expense arising out of this lawsuit. I/WE further understand that this recovery has no effect on any mortgage or outstanding monthly mortgage payments which continue to be solely my responsibility.

DATED this ____ day of _____, 20____.

STREMS LAW FIRM



SCOT STREMS

MARGARET NOWAK

Thank you for choosing Strem Law Firm to represent you in the above referenced matter. We sincerely hope that you are satisfied with the services, attention and results the Firm has obtained for you. Rest assured that everyone at Strem Law Firm is committed to assisting you in providing you with a wide variety of legal services. It was a pleasure serving you and we hope that we can offer the same results-oriented service to you in the future.

MIAMI
2525 Ponce De Leon Blvd.
Suite 600
Coral Gables, FL 33134
P: (786) 430-0882
F: (305) 459-1589

BROWARD
4000 Hollywood Blvd.
Suite 555-S
Hollywood, FL 33021
P: (954) 866-9639
F: (305) 459-1589

ORLANDO
420 S. Orange Ave.
Suite 140
Orlando, FL 32801
P: (321) 234-3600
F: (321) 256-5367

TAMPA
501 East Kennedy Blvd.
Suite 1030
Tampa, FL 33602
P: (813) 397-3770
F: (813) 433.53.15

JACKSONVILLE
3121 Venture Place
Suite 4
Jacksonville, FL 32257
P: (904) 293-2000
F: (904) 212-2427

Margaret Nowak Plaintiff vs. Florida Peninsula Insurance Company Defendant

Broward County Case Number: CACE18015967
State Reporting Number: 062018CA015967AXXXCE
Court Type: Civil
Case Type: Contract and Indebtedness
Incident Date: N/A
Filing Date: 07/02/2018
Court Location: Central Courthouse
Case Status: Disposed
Magistrate Id / Name: N/A
Judge ID / Name: 04 Perlman, Sandra

- Party(ies)

Total: 2


Party Type	Party Name	? Address	? Attorneys / Address ★ Denotes Lead Attorney
Plaintiff	Nowak, Margaret		★ Narchet, Christopher Anthony, ESQ. Retained Bar ID: 127176 The Strems Law Firm, P.A. 2525 Ponce De Leon Boulevard Suite 600 Coral Gables, FL 33134-6014 Status: Active
Defendant	Florida Peninsula Insurance Company		★ Wood, Hayes G Retained Bar ID: 377767 Wood & Associates 9200 S Dadeland Blvd Suite 509 Miami, FL 33156 Status: Active

- Disposition(s)

Total: 1



Date	Statistical Closure(s)
08/08/2019	Disposed by Judge







Exhibit K

Date	Disposition(s)	View	Page(s)
08/08/2019	Directions to Clerk-Disposed Vol./Book 0 , Page 0, 1 pages Instrument Number 115991152		1

Event(s) & Document(s)

Total: 13

Date	Description	Additional Text	View	Pages
06/28/2019	Notice of Settlement	Party: <i>Plaintiff</i> Nowak, Margaret <i>Defendant</i> Florida Peninsula Insurance Company		1
06/20/2019	Circuit - Notice LOP Order to Show Cause Notice of Hearing			2
08/06/2018	Motion for Extension of Time	Party: <i>Defendant</i> Florida Peninsula Insurance Company		2
08/06/2018	Notice of Appearance	AND NOTICE OF DESIGNATION OF E-MAIL ADDRESS Party: <i>Defendant</i> Florida Peninsula Insurance Company		1
07/11/2018	Summons Issued Fee	Payor: SCOT STREMS ; Userid: CTS-fg/t ; Receipt: 20181FA1A093783; ; Amount: \$10.00		
07/09/2018	eSummons Issuance	FLORIDA PENINSULA INSURANCE COMPANY		1
07/05/2018	Filing Fee	Payor: SCOT STREMS ; Userid: CTS-fg/t ; Receipt: 20181FA1A091268; ; Amount: \$401.00		

Date	Description	Additional Text	View	Pages
07/02/2018	Copy of Correspondence			2
07/02/2018	Interrogatories	PLAINTIFFS' FIRST SET OF INTERROGATORIES Party: <i>Plaintiff</i> Nowak, Margaret		14
07/02/2018	Request to Produce	PLAINTIFF'S FIRST REQUEST FOR PRODUCTION OF DOCUMENTS TO DEFENDANT Party: <i>Plaintiff</i> Nowak, Margaret		6
07/02/2018	Request for Admissions	Party: <i>Plaintiff</i> Nowak, Margaret		3
07/02/2018	Complaint (eFiled)	Party: <i>Plaintiff</i> Nowak, Margaret		71
07/02/2018	Civil Cover Sheet			2

— Hearing(s)

Total: 0

There is no Disposition information available for this case.

— Related Case(s)

Total: 0

There is no related case information available for this case.

THE CIRCUIT COURT OF THE 17TH JUDICIAL CIRCUIT, IN AND
FOR BROWARD COUNTY, FLORIDA

Margaret Nowak

Plaintiff,

vs.

Florida Peninsula Insurance Company

Defendant,

CASE NO.: CACE18015967

JUDGE: Perlman, Sandra (04)

**NOTICE OF LACK OF PROSECUTION AND NOTICE OF HEARING PURSUANT TO
FLORIDA RULE OF CIVIL PROCEDURE 1.420 (e)**

NOTICE it appears on the face of the record no record activity by way of filing of pleadings, orders of the court, or otherwise, has occurred for a period of 10 months immediately preceding service of this notice. Further, no order staying the action has been issued nor stipulation for stay approved by the court. Therefore, any interested person, whether a party to the action or not, including the Court, may serve notice to all parties that no such activity has occurred and such Notice is hereby given.

THEREFORE, pursuant to *Fla. R. Civ. P. 1.420 (e)*, if no record activity occurs within 60 days following the service of this notice; and, if no stay is issued during the 60-day period, this action **shall be dismissed** by the Court on its own motion; or on the motion of any interested person, whether a party to the action or not, after reasonable notice to the parties. Notice is hereby given that unless a party shows good cause in writing at least 5 days prior to the hearing, this case shall be dismissed without further order of the court. A hearing is scheduled on this Notice of Lack of Prosecution for 08-23-2019 11:30 A before the Honorable Perlman, Sandra (04), in Courtroom 16165 of the Broward County Courthouse, 201 SE 6th Street, Ft Lauderdale, FL 33301.

Should a pleading be filed within the time period set forth herein, the scheduled hearing IS NOT CANCELLED. The scheduled hearing will go forward as a case management conference per FLRCivP 1.200 to determine the status of the case. All counsel and any self-represented party MUST appear at the hearing and be prepared to schedule future events on the matter. **FAILURE TO APPEAR MAY RESULT IN A DISMISSAL OF THE CASE, SANCTIONS, OR ENTRY OF A DEFAULT.** Telephonic appearances are not permitted absent prior approval from the Court.

Further, pursuant to the Florida Rules of Jud Adm 2.516 (h) the Court orders counsel of record SHALL serve this notice on any self-presented party as prescribed by law.

DONE AND ORDERED at Fort Lauderdale, FL on June 20, 2019

CACE18015967 06-20-2019 7:27 PM

CACE18015967 06-20-2019 7:27 PM

CIRCUIT COURT JUDGE

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact Diana Sobel, Room 20140, 201 S.E. Sixth Street, Fort Lauderdale, Florida 33301, 954-831-7721 at least 7 days before your scheduled court appearance, or immediately upon receiving this notification if the time before the scheduled appearance is less than 7 days; if you are hearing or voice impaired, call 711.

Copies Furnished to:

Cecile Mendizabal, Email : team2@stremslaw.com

Hayes Giering Wood, Email : service@civildefenselaw.net

Hayes Giering Wood, Email : agpaez@civildefenselaw.net

Scot Strem, Email : pleadings@stremslaw.com

**IN THE CIRCUIT COURT OF THE 17TH JUDICIAL CIRCUIT
IN AND FOR BROWARD COUNTY, FLORIDA**

MARGARET NOWAK,

CASE NO.: CACE-18-015967

Plaintiff,

vs.

FLORIDA PENINSULA INSURANCE COMPANY,

Defendant.

NOTICE OF SETTLEMENT

PLEASE TAKE NOTICE that Plaintiff, MARGARET NOWAK, and Defendant, FLORIDA PENINSULA INSURANCE COMPANY, hereby provide notice that Plaintiff and Defendant have amicably settled this matter and it is requested that the trial and all hearings be cancelled. The Court is to retain jurisdiction to enforce the terms of the Settlement Agreement.

CERTIFICATE OF SERVICE

I HERBY CERTIFY that a true and correct copy of the forgoing was served via E-Mail To: Matthew Feldman, Esq., mfeldman@woodlawyers.com yabreu@woodlawyers.com service@civildefenselaw.net on this 28th day of June, 2019.

Respectfully submitted,

STREMS LAW FIRM

Attorney for Plaintiff

2525 Ponce de Leon Boulevard, Suite 600

Coral Gables, Florida 33134

Telephone: (786) 430-0882

Facsimile: (305) 459-1589

Primary E-Service: plcadings@stremslaw.com

Secondary E-Service: team12@stremslaw.com

Email: Jjimenez@stremslaw.com

Email: natalie@stremslaw.com

By: /S/ JENNIFER JIMENEZ

JENNIFER JIMENEZ, ESQUIRE

FLORIDA BAR NO.: 1002478

NATALIE FERNANDEZ, ESQUIRE

FLORIDA BAR NO.: 117733

STREMS LAW FIRM

2525 Ponce De Leon Boulevard, Suite 600 Coral Gables, FL 33134 · TEL: (786) 430-0882 · FAX: (305) 459-1589

**** FILED: BROWARD COUNTY, FL Brenda D. Forman, CLERK 8/8/2019 4:30:00 PM.****

#23 LDPs

In the Circuit Court of the Seventeenth Judicial Circuit
In and for Broward County, Florida

Margaret Nowak.
Plaintiff

Case No: CACE 18-15967

vs.

Judge: Sandra Perlman

Florida Peninsula Insurance Company
Defendant

Division (04)

Filed in Open Court,
CLERK OF THE CIRCUIT COURT
ON 8/8/19
BY [Signature]

Directions to the Clerk

This cause came before the court sua sponte, and the court having reviewed the file, and it appearing the said cause **MUST BE CLOSED** because:

- ☐ the defendant has filed bankruptcy in case number _____
- ☐ the matter has been removed to Federal Court in case number _____
- ☐ the parties have entered into an agreement that will not be necessitate Court action for a period of time
- ☐ the file shows the relief sought has previously been granted or denied
- ☐ a Voluntary Dismissal was entered on _____
- ☒ the Court was notified by counsel that the case has fully settled via Notice of Settlement 6-28-19
- ☐ a Final Order of Dismissal was filed on _____
- ☐ a Final Judgment was entered on _____
- ☐ a Stipulated Settlement was entered on _____
- ☐ CASE DISMISSED WITHOUT PREJUDICE DUE TO LACK OF PROSECUTION. Notice was mailed to the parties as to the court's intent to dismiss pursuant to FL. Rule of Civil Procedure 1.420 (e), as of this date there has been no record activity per the clerk's office.
- ☐ Other

DONE AND ORDERED, on _____
Broward County, Florida.

2019 in Fort Lauderdale,

[Signature]
Circuit Court Judge
Sandra Perlman

Exhibit N



The Florida Bar

651 East Jefferson Street
Tallahassee, FL 32399-2300

Joshua E. Doyle
Executive Director

850/561-5600
www.FLORIDABAR.org

February 22, 2019

Mr. Scot Strems
2525 Ponce De Leon Blvd Ste 600
Coral Gables, FL 33134-6045

Re: Complaint by Dennis A. Nowak against Scot Strems
The Florida Bar File No. 2019-70,468 (11C)

Dear Mr. Strems:

Enclosed is a copy of an inquiry/complaint and any supporting documents submitted by the above referenced complainant(s). Your response to this complaint is required under the provisions of Rule 4-8.4(g), Rules of Professional Conduct of the Rules Regulating The Florida Bar, and is due in our office by **March 11, 2019**. **Responses should not exceed 25 pages** and may refer to any additional documents or exhibits that are available on request. Failure to provide a written response to this complaint is in itself a violation of Rule 4-8.4(g). Please note that any correspondence must be sent through the U.S. mail; we cannot accept faxed material. **You are further required to furnish the complainant with a complete copy of your written response, including any documents submitted therewith.**

Pursuant to Rule 3-7.1(f), Rules of Discipline, you are further required to complete and return the enclosed Certificate of Disclosure form.

Finally, the filing of this complaint does not preclude communication between the attorney and the complainant(s). Please review the enclosed Notice for information on submitting your response.

Sincerely,

William W. Wilhelm, Bar Counsel
Attorney Consumer Assistance Program
ACAP Hotline 866-352-0707

Enclosures

cc: Mr. Dennis A. Nowak

Exhibit O

Pursuant to Rule 3-7.1(f), Rules of Discipline, you must execute the appropriate disclosure paragraph below and return the form to this office by **March 11, 2019**. The rule provides that the nature of the charges be stated in the notice to your firm; however, we suggest that you attach a copy of the complaint.

CERTIFICATE OF DISCLOSURE

I HEREBY CERTIFY that on this _____ day of _____, 201____, a true copy of the foregoing disclosure was furnished to _____, a member of my present law firm of _____, and, if different, to _____, a member of the law firm of _____, with which I was associated at the time of the act(s) giving rise to the complaint in The Florida Bar File No. 2019-70,468 (11C).

Scot Stremms

CERTIFICATE OF DISCLOSURE (Corporate/Government Employment)

I HEREBY CERTIFY that on this _____ day of _____, 201____, a true copy of the foregoing disclosure was furnished to _____, my supervisor at _____ (name of agency), with which I was associated at the time of the act(s) giving rise to the complaint in The Florida Bar File No. 2019-70,468 (11C).

Scot Stremms

CERTIFICATE OF NON-LAW FIRM AFFILIATION (Sole Practitioner)

I HEREBY CERTIFY to The Florida Bar on this _____ day of _____, 201____, that I am not presently affiliated with a law firm and was not affiliated with a law firm at the time of the act(s) giving rise to the complaint in The Florida Bar File No. 2019-70,468 (11C).

Scot Stremms

NOTICE OF GRIEVANCE PROCEDURES

1. The enclosed letter is an official inquiry by bar counsel. Your response is required under Rule 4-8.4(g) of the Rules Regulating The Florida Bar. Rule 4-8.4(g)(1) and (2) require that a lawyer submit a written response within 15 days to an initial inquiry and within 10 days to any follow-up inquiry made by bar counsel, the grievance committee or the board of governors during the course of an investigation of the lawyer's conduct. If you do not respond, the matter will be forwarded to the grievance committee for disposition in accordance with Rule 3-7.3. Failure to respond may also be a matter of contempt and processed in accordance with Rule 3-7.11(f).
2. Many inquiries considered first by staff counsel are not forwarded to a grievance committee, as they do not involve violations of the Rules of Professional Conduct justifying disciplinary action.
3. Pursuant to Rule 3-7.1, any reports, correspondence, papers, recordings and/or transcripts of hearings submitted by you in this matter shall become accessible to the public upon dismissal or a decision by the grievance committee. Please advise Bar Counsel if you believe any material provided to The Florida Bar is confidential under applicable law and identify the basis of your claim that the material is confidential. Please note that The Florida Bar is required to acknowledge the status of proceedings during the pendency of an investigation, if a specific inquiry is made and the matter is deemed to be in the public domain.
4. The grievance committee is the Bar's "grand jury." Proceedings before the grievance committee are non-adversarial in nature. The grievance committee's function and procedures are set forth in Rule 3-7.4.
5. If the grievance committee finds probable cause, formal adversarial proceedings before the Supreme Court of Florida will be initiated pursuant to Rule 3-7.6. A referee will make a recommendation as to guilt and discipline to The Supreme Court of Florida, unless a plea is submitted pursuant to Rule 3-7.9.

.

Law Offices
MARK A. KAMILAR
2921 S.W. 27th Avenue
Coconut Grove, Florida 33133

Telephone: (305) 567-1112

Fax: (305) 567-2334

March 14, 2019

Sent via Certified Mail # 7018 0360 0000 4741 7424

William W. Wilhelm
The Florida Bar
651 East Jefferson Street
Tallahassee, Florida 32399-2300

RECEIVED
MAR 20 2019
The Florida Bar
Tallahassee, Florida

**Re: Complaint of Dennis Nowak against Scot Strems
Florida Bar File N.: 2019-70,468 (11C)**

Mr. Wilhelm:

Please be advised that the undersigned counsel represents Respondent Scot Strems regarding the above complaint.

Mr. Nowak has never been a client of The Strems Law Firm and Scot Strems has never represented Mr. Nowak nor did he personally provide the legal services to Mr. Nowak's mother and client of the firm Margaret J. Nowak which are the subject of Mr. Nowak's complaint.

Nevertheless, response is made to the issues raised as follows.

General Background Facts

This matter arises out of hurricane damages sustained to Ms. Nowak's residence in Margate, Florida on or about September 10, 2017.

Margaret Nowak retained The Strems Law Firm on or about September 16, 2017 to represent her in a claim for insurance benefits against her homeowner's insurance company, Florida Peninsula Insurance.

The Strems Law Firm attorney Carlos J. Camejo was assigned principal case responsibilities.

Margaret Nowak additionally made use of her two sons Ken Nowak and Dennis Nowak to convey communications.

Exhibit P

The matter proceeded in the ordinary course with attempts to resolve the case informally. Ms. Nowak had conveyed authority for settlement at the sum of Thirty-Six Thousand Six Hundred and Eighty Dollars (\$36,680.00) but no substantial settlement offers were received. It should be noted that after fees and costs such an amount would produce approximately Twenty-Two Thousand Dollars (\$22,000.00) net to Ms. Nowak.

After approximately ten months of attempted resolution, suit was filed in July 2018.

A settlement offer of Thirty Thousand Dollars (\$30,000.00) was thereafter received but rejected by Ms. Nowak on the basis that attorney's fees would reduce that amount below the sum of Twenty-Two Thousand Five Hundred Dollars (\$22,500.00) net to her.

Several months later The Strems Law Firm was able to receive an offer from the insurance company of Twenty-Two Thousand Five Hundred Dollars (\$22,500.00) net to Ms. Nowak with attorney's fees separately negotiated between the firm and the insurance company.

This met the Nowak's settlement authority and settlement papers were drawn up reflecting this settlement.

However once Ms. Nowak's sons saw the amount The Strems Law Firm had separately negotiated for payment of fees and costs, they demanded a percentage of those sums as well.

Mr. Nowak thereafter threatened to file a Bar Complaint if The Strems Law Firm did not share its fee and costs payment with the client.

Discussion

No specific violation of the rules is identified by the claimant nor is any shown by the facts of this representation. Response to the issues raised in the complaint are nevertheless addressed as follows.

1. Mr. Nowak was not able to speak directly with Scot Strems - Mr. Nowak admits that he received responses from the primary attorney with case responsibility and others but did not receive a personal call back from Scot Strems regarding the file. The Strems Law Firm consists of 25 attorneys and 107 staff with offices in five cities throughout the state of Florida. Mr. Strems has overall firm responsibility with individual claims being assigned to an attorney with primary case responsibilities with varying responsibilities handled by additional attorneys and staff. This is a modern fact of life in medium-size firms in the state of Florida and is not improper or a violation of the Rules of Professional Responsibility. Questions and processing being handled by staff counsel and not Mr. Strems personally, especially where he had no direct file responsibilities, is again customary in larger law firms and is not a violation of the Rules of Professional Responsibility.

2. Settlement within authority - Mr. Nowak does not dispute that The Strems Law Firm through Mr. Camejo discussed settlement issues with the clients throughout the case. It further

appears that the parties discussed authority and potential settlement offers when made. The Nowaks also communicated that they were looking for an acceptable resolution “as the roof on the home was leaking and in need of replacement”. The Thirty Thousand Dollars (\$30,000.00) settlement offer was rejected because after fees and costs the net to the client would be in the range of Fifteen Thousand Dollars (\$15,000.00). The direction at that point was to attempt to get attorney’s fees paid separately so that the client would receive the net Twenty-Two Thousand Five Hundred Dollars (\$22,500.00) they had given authority for. As noted in the email of October 22, 2018 from Ken Nowak to attorney Lea Castro Martinez “I told Carlos at that time that we would accept the \$22,500 net to my mother...” Once the settlement offer reached that amount in net to Ms. Nowak, the case was properly settled based on the previous authority.

3. **Attorney’s fees** - In this case the amount of the attorney’s fee was either a percentage of the recovery or a separate amount negotiated directly with the insurance company. This is standard procedure and the way cases are resolved on a daily basis in first party insurance work. Ms. Nowak never objected, and Mr. Nowak had no objection until he saw the amount that The Strems Law Firm was able to negotiate and at that point demanded a portion of the attorney’s fees and costs. Pursuant to the wording of the retainer agreement:

“If a settlement includes an amount for attorney’s fees, attorney shall be entitled to receive all of its expended and/or negotiated fees. In cases whether there is a recovery of court awarded fees or not, by contract or statute, the fees shall be thirty percent (30%) or the award amount, whichever is greater. Pursuant to 624.428, Florida Statute, the Insurance Company is responsible to pay for the Client’s attorney’s fees when and if, the Client prevails against the Insurance Company.”

The right to attorney’s fees directly from the insurance company is further set forth in Florida Statute §627.428 and the claimants are not entitled to a portion of the attorney’s fees and costs as a matter of law. *Patterson v. Goldstein*, 980 So.2d 1234 (Fla. 4 DCA 2008); *F.S.A. Bar Rule 4-5.4(a)*.

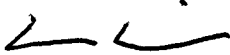
Furthermore, Mr. Nowak’s complaint and attached emails show that he was aware of The Strems Law Firm’s efforts to be paid fees above the agreed settlement net amount to his mother and agreed with that process.

In sum, no violation of the rules has been shown. The claimant has improperly sought portions of the attorney’s fees and costs in violation of their fee agreement, Florida Statute §627.428, and general Florida law.

Mr. Nowak is improperly using this claim with the Florida Bar as leverage to attempt to receive a portion of the attorney’s fee and costs in this case.

For these reasons we would respectfully submit that no violation has been shown and this matter should be dismissed for no probable cause.

Respectfully submitted.

A handwritten signature in black ink, appearing to be 'Mark Kamilar', written in a cursive style.

Mark Kamilar, Esq. for Scot Stremis

cc: Mr. Dennis A. Nowak
15817 Kinlocke Drive
Huntersville, NC 28078

Pursuant to Rule 3-7.1(f), Rules of Discipline, you must execute the appropriate disclosure paragraph below and return the form to this office by **March 11, 2019**. The rule provides that the nature of the charges be stated in the notice to your firm; however, we suggest that you attach a copy of the complaint.

CERTIFICATE OF DISCLOSURE

I HEREBY CERTIFY that on this _____ day of _____, 201____, a true copy of the foregoing disclosure was furnished to _____, a member of my present law firm of _____, and, if different, to _____, a member of the law firm or _____ with which I was associated at the time of the act(s) giving rise to the complaint in The Florida Bar File No. 2019-70,468 (11C).

Scot Stremis

CERTIFICATE OF DISCLOSURE (Corporate Government Employment)

I HEREBY CERTIFY that on this _____ day of _____, 201____, a true copy of the foregoing disclosure was furnished to _____, my supervisor at _____ (name of agency), with which I was associated at the time of the act(s) giving rise to the complaint in The Florida Bar File No. 2019-70,468 (11C).

Scot Stremis

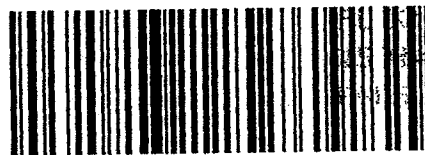
CERTIFICATE OF NON-LAW FIRM AFFILIATION (Sole Practitioner)

I HEREBY CERTIFY to The Florida Bar on this 14th day of March, 2019, that I am not presently affiliated with a law firm and was not affiliated with a law firm at the time of the act(s) giving rise to the complaint in The Florida Bar File No. ~~2019-70,468~~ (11C).

Scot Stremis

Law Office Mark A. Kamilar
2921 SW 27th Avenue
Miami, Florida 33133

CERTIFIED MAIL®



7018 0360 0000 4741 7424



US POSTAGE

\$06.95⁰

First-Class

Mailed From 33133

03/14/2019

032A 0061830605

William W. Wilhelm
The Florida Bar
651 East Jefferson Street
Tallahassee, FL 32399-2300

32399-230099



RECEIVED

APR 01 2019

**THE FLORIDA BAR - ACAP
TALLAHASSEE, FLORIDA**

Dennis A. Nowak
15817 Kinlocke Dr.
Huntersville, NC 28078
danowaklaw@gmail.com
305.608.0990

March 25, 2019

Sent via Certified Mail

William W. Wilhelm, Bar Counsel
The Florida Bar
651 East Jefferson Street
Tallahassee, FL 32399-2300

Re: Scott Strems: The Florida Bar File No. 2019-70,468 (11C)

Dear Mr. Wilhelm:

In the opening sentences of his response, Mr. Strems has attempted to distance himself from the unethical conduct set forth in the Complaint by asserting that he did not "personally" provide legal services to Margaret J. Nowak, a client of the Strems Law Firm. The assertion is belied by the fact that Mr. Strems signed both the Contingent Fee Agreement and the Closing Statement as a representative of the Strems Law Firm in this case.

This assertion is further contradicted by email between Carlos Camejo and Ken Novak from August 23-31, 2018, more than a month after the lawsuit was filed, in which he stated that he would have to "follow up with Mr. Strems" to provide an update, indicating that Mr. Strems was actively involved in the settlement. See Email attached as Exhibit D to the Complaint. Although much of the communication regarding the handling of the case was between Mr. Camejo and Ken Novak, no terms of the ultimate settlement were discussed between any attorney and anyone acting on Mrs. Nowak's behalf.

In another apparent attempt to insulate himself from responsibility, accompanying Mr. Strems' response is a Certificate signed by him, certifying that he is not affiliated with a law firm, and was not affiliated with a law firm at times relevant to the allegations in the Complaint. Again, these assertions are

contradicted by the information listed by Mr. Strems with the Florida Bar (Exhibit G) and Mr. Strems' bio page of the eponymous Strems Law Firm. (Exhibit H.)

The Response contains several other misrepresentations. On page 2, the Response asserts that, after the lawsuit was filed in July 2018, a "settlement offer of Thirty Thousand Dollars (\$30,000) was thereafter received but rejected by Ms. Nowak on the basis that attorney's fees would reduce that mount below the sum of Twenty-Two Thousand Five Hundred Dollars (\$22,500) net to her." In fact, as set forth in Exhibit C to the Complaint, an email exchange on August 2, 2018 shows that the offer received by the Strems Law Firm from the insurance company was "\$30K net." When asked "Net of what?" by Ken Novak, Mr. Camejo stated that after the deductible and attorney's fees, the offer would result in a payment of "\$22,500 clean to the client." On August 3, 2018, Mr. Novak's response was "unless you think you can do better, we would accept the offer of \$30K net to my mom." Mr. Camejo responded that he would see if he could "work the attorney's fees to be exclusive so your mom ends up with more." Thus the last discussion regarding settlement was that an attempt would be made to negotiate a settlement that would result in Mrs. Nowak netting more than \$22,500 net of attorney's fees.

As reflected in Exhibit C to the Complaint, contrary to Mr. Strems' assertion that the subsequent settlement negotiated by Mr. Strems "met the Nowak's settlement authority," there was never any discussion of a settlement in excess of \$30,000 (much less in excess of \$50,000) or what the Strems attorney's fees would be. In any case, no authority was ever given to accept \$22,500 in net settlement proceeds regardless of the amount of the recovery. Certainly, no one acting on Mrs. Nowak's behalf ever agreed to an attorney's fee of 50% of an offer net of costs, as Mr. Strems is claiming.

In the Response Mr. Strems also asserts that I "threatened to file a Bar Complaint if the Strems Law Firm did not share its fee and costs payment with the client." I did nothing of the sort. As reflected in the email exchange attached as Exhibit I, I never asked the Strems Law Firm to share its fee and cost payments with my mother. I asked them to abide by the terms of their Fee Agreement and informed

them that if we were unable to reach a satisfactory resolution, "I will pursue another remedy." That a Florida Bar Complaint was even one of the remedies I would pursue was neither threatened nor discussed.

In Section 2 of the Response entitled "Settlement within authority," Mr. Strems falsely states that the direction from Mr. Novak in response to the \$30,000 settlement offer was "to attempt to get attorney's fees paid separately so that the client would receive the net" of \$22,500. In fact, as set forth above and in Exhibit C to the Complaint, the discussion was to improve the settlement offer, which at that point stood at "\$22,500 clean to the client," so that "your mom ends up with more." Although the settlement offer was improved to over \$50,000, such was never discussed with anyone on behalf of the client, nor was the fact that the Strems Law Firm would be receiving attorney's fees greatly in excess of any fees previously discussed. This failure to communicate the relevant facts regarding the settlement is a clear violation of RRFB 4-1.4(a)1, (a)3 and (b).

However, the worst of the misrepresentations contained in the response are reserved for Section 3, entitled "Attorney's fees." Mr. Strems first misquotes his own Fee Agreement. Specifically, Mr. Strems' quote reads, in pertinent part, "In cases whether there is a recovery of court awarded fees or not, by contract or statute, the fees shall be thirty percent (30%) or the award amount, whichever is greater." What the provision actually says is: "In all cases whether there is a recovery of court awarded fees or not, by contract or statute, the fees shall be thirty percent or the awarded amount, whichever is greater." (Emphasis supplied.) This provision, as actually drafted and plainly read, imposes a cap of 30% of the recovery, excepting only a court awarded fee under F.S. 627.428, as attorney's fees after the entry of judgment in a lawsuit. Mr. Strems asserts that, nonetheless, the "standard procedure" in his practice is to negotiate a fee greater than the percentage specified in the agreement if he can get it. But such a practice does not comply with the rules regulating contingent fee agreements.

RRFB 4-1.5(f) provides that, among other things:

A contingent fee agreement shall ... state the method by which the fee is to be determined, including the percentage or percentages that shall accrue to the

lawyer in the event of settlement, trial, or appeal, litigation and other expenses to be deducted from the recovery, and whether such expenses are to be deducted before or after the contingent fee is calculated.¹

Here, the insurance company was willing to pay the sum of \$50,476.00 on the \$64,031.28 damage claim. Mr. Strems chose to structure the payment of this amount, without discussion with the client, to provide for fees to be paid to the Strems Law Firm in excess of the normal 30% cap. Mr. Strems cannot now claim that Mrs. Nowak is improperly seeking to obtain a portion of their attorney's fee when he is responsible for designating which part of the recovery to assign to attorney's fees and which part to assign to damages. As noted by Mr. Strems, the Fee Agreement also provides that "[i]f a settlement includes an amount for attorney's fees, attorney shall be entitled to receive all of its expended and/or negotiated fees." However, if interpreted as Mr. Strems apparently does, to mean that he could provide for payment of a fee of nearly 45% of the gross recovery (50% net of costs) without the client's knowledge or consent, that provision should be unenforceable as contrary to RRFB 4-1.5(f). Indeed, it is exactly this kind of deceptive, abusive and exploitative conduct that this rule was devised to prevent.

The fact that the attorney's fees were misrepresented as "pursuant to Florida Statute 627.428" is further evidence of Mr. Strems' intent to deceive. This kind of sharp practice, which results in secretly enriching a lawyer at the expense of his client, is also not what is required of Florida lawyers as fiduciaries.

Mr. Strems, through his counsel, has also cited *Patterson v. Goldstein*, 980 So.2d 1234 (Fla. 4th DCA 2008) as standing for the proposition that "claimants are not entitled to a portion of the attorney's fees and costs as a matter of law." *Patterson* stands for no such thing. That case held that a bonus agreement with a paralegal was enforceable notwithstanding that it violated Rule 4-5.4(a)(4) because the paralegal was not *in pari delicto*, and that an attorney cannot "promise a bonus arrangement that violates the fee sharing rule and then invoke the Rules as a shield from liability under that arrangement." *Id.* p.

¹ The fee agreement here also does not specify when expenses are to be deducted.

1238. Significantly, the *Patterson* court, citing *Chandris, S.A. v. Yanakakis*, 668 So.2d 180 (Fla. 1995) noted that:

[B]ecause the rule governing contingent fees was designed to protect the public from potentially unreasonable or abusive fee agreements, a contingent fee agreement that does not comply with that rule is antagonistic to the public "interest and thereby void as against public policy and not enforceable by the member of the Florida Bar who violated the Rule.

Patterson at p. 1236 (internal citation and footnote omitted).

In any case, here Mrs. Nowak is not seeking to share legal fees; Mr. Strems is seeking to share an excess percentage of the damage recovery. Thus, under the guidance of *Patterson* and *Chandris*, Mr. Strems should not be able to use Rule 4-5.4(a) to avoid the restrictions on contingent fee agreements.

Finally, Mr. Strems' and his counsel's continued assertion that F.S. 627.428 provides a basis for the fees they claim is not a good faith argument for the application of that statute which applies only to court awarded fees after the entry of a judgment. Additionally, F.S. 627.428 provides for such an attorney's fee award to be added to the amount of the recovery, the exact opposite of what Mr. Strems is attempting to do here.

Respectfully submitted,



Dennis A. Nowak

Cc: Mark A. Kamlar, Counsel for Scott Strems

MEMBER PROFILE

Scot Strems

Member in Good Standing

Eligible to Practice Law in Florida

**Bar
Number:** 42524

**Mail
Address:** The Strems Law Firm, P.A.
2525 Ponce De Leon Blvd Ste 600
Coral Gables, FL 33134-6045
United States

Office: 786-430-0882

Cell: 786-430-0882 - No Text Messages

Fax: 305-459-1589

Email: scot@stremslaw.com

**Personal
Bar URL:** <https://www.floridabar.org/mybarprofile/42524>

vCard: 

County: Miami-Dade

Circuit: 11

Admitted: 09/25/2007

**10-Year
Discipline
History:** None

Law School: University of Miami School of Law

Firm: The Strems Law Firm, P.A.

EXHIBIT G

Firm

<http://www.StremsLaw.com>

Website:

The Find a Lawyer directory is provided as a public service. The Florida Bar maintains limited basic information about lawyers licensed to practice in the state (e.g., name, address, year of birth, gender, law schools attended, admission year). However, The Florida Bar allows individual attorneys the opportunity to add personal and professional information to the directory. The lawyer is solely responsible for reviewing and updating any additional information in the directory. The lawyer's added information is not reviewed by The Bar for accuracy and The Bar makes no warranty of any kind, express or implied. The Florida Bar, its Board of Governors, employees, and agents are not responsible for the accuracy of that additional information. Publication of lawyers' contact information in this listing does not mean the lawyers have agreed to receive unsolicited communications in any form. Unauthorized use of this data may result in civil or criminal penalties. The Find a Lawyer directory is not a lawyer referral service.



SCOT STREMS ATTORNEY

Mr. Stremms worked as a trial lawyer in the Miami Dade County Public Defenders Office as well as the Alachua County Public Defenders Office. He has defended thousands of criminal cases and over 1000 DUIs and has experience in both jury trials and bench trials. He understands all clients deserve personal attention and strives to keep his clients well informed throughout every stage of the litigation process. Mr. Stremms has used the skills gained in prosecuting and defending criminal cases, to protect the right of the citizens of Florida in the civil arena.

BIO

EDUCATION

PRACTICE AREAS

MEMBERSHIPS

ADMISSIONS

Mr. Stremms earned his Juris Doctor at the University of Miami, where he concentrated in the areas of litigation and trial advocacy. While in law school, he gained invaluable experience in the areas of civil litigation, criminal prosecution, and criminal defense. Before attending law school, Mr. Stremms earned a Bachelor of Arts degree, with honors, from the University of Florida, with a major in Political Science and a minor in Business Administration. During his undergraduate work, he was a member of the Golden Key International Honor Society and a member of the Executive Board for Phi Alpha Delta, a Pre-Law Fraternity.

Mr. Stremms is licensed to practice in all Florida state courts and the United States District Courts for the Southern, Middle and Northern districts of Florida, as well as the United States Court of Appeals for the 11th Circuit.

CONTACT US TODAY

From: Lea Castro lea@stremslaw.com
Subject: RE: 450 NW 69th Terrace/ Nowak
Date: Jan 25, 2019 at 9:44:09 AM
To: Dennis Nowak danowaklaw@gmail.com, Johana Espinal
settlement1@stremslaw.com
Cc: Ken Novak ken@slcccommercial.com, pnovak@slcccommercial.com,
Laura Acevedo LAcevedo@stremslaw.com

Good Morning Dennis,

What is the best number to reach you?

Thank you,



Lea E. Castro-Martinez, Esq.
Attorney

833.299.6922
www.stremslaw.com

833.299.6922 | 305.459.1589 |

2525 Ponce De Leon Blvd, Suite 600 | Coral Gables | FL | 33134

Notice: This e-mail, any files, and or attachments transmitted with it are confidential and may contain information which is legally privileged or otherwise exempt from disclosure. They are intended solely for the use of the individual or entity that this e-mail is addressed to. If you are not one of the named recipients or otherwise have reason to believe that you have received this message in error, please immediately notify the sender and delete this message from your computer. Any other use, retention, dissemination, forwarding, printing, or copying of this e-mail is strictly prohibited, and may violate law.

P Go Green: Please do not print this e-mail unless it is absolutely imperative.

From: Dennis Nowak <danowaklaw@gmail.com>
Sent: Wednesday, January 23, 2019 4:30 PM
To: Johana Espinal <settlement1@stremslaw.com>
Cc: Ken Novak <ken@slcccommercial.com>; pnovak@slcccommercial.com; Laura Acevedo
<LAcevedo@stremslaw.com>; Lea Castro <lea@stremslaw.com>
Subject: Re: 450 NW 69th Terrace/ Nowak

Please be advised that if I have not received a satisfactory answer by the end of business on Friday, January 25, 2019, I will pursue another remedy.

Sent from my iPad

On Jan 22, 2019, at 8:33 AM, Dennis Nowak <danowaklaw@gmail.com> wrote:

My mother will not be signing these documents. In addition, you should confirm with one of the lawyers in your firm that the Florida Statute cited in your closing statement does not override the provisions of your engagement agreement and, in any event, applies only to court awarded fees not negotiated settlements. So unless you are telling me that this case went to judgment, the fee statute you refer to is irrelevant. Also, even that statute only provides for a reasonable attorneys fee. In your engagement agreement, you quantified that as 30% of the recovery. In this case that equals \$15,142.80, not the \$22,500 you are claiming. That leaves \$29,857.20 (which incidentally is close to the \$30,000 net that the continued negotiation was supposed to accomplish) which is what we want the settlement documents to provide. Any prior outstanding proposals of a compromise amount are rescinded. Please govern yourselves accordingly.

EXHIBIT I

Sent from my iPad

On Jan 21, 2019, at 4:39 PM, Johana Espinal <settlement1@stremslaw.com> wrote:

Good afternoon Ken and Dennis,

According to Florida Statute, when an insured has to file a lawsuit against their insurer, the insurance company has to pay reasonable attorneys' fees and costs. The work done on the behalf of your Mother's claim was not limited to recovering what you believed you were owed, but the attorney's needed to also prove there was coverage under the policy. The reasoning behind this statute is to ensure the insured does not have to lose some or all of the amount recovered during a lawsuit against the insurer. Our firm obtains settlement authority from every client and we aim to settle as close to their authorization. I hope these clears up any doubts and that we are able to proceed with tomorrow's appointment.

Thank you,

<image001.jpg>

Johana Espinal
Legal Assistant

www.stremslaw.com

Email: settlement1@stremslaw.com

E-Service: pleadings@stremslaw.com

786.430.0882 | 305.459.1589 |

DIRECT: 786.475.3455

PLEASE NOTE NEW MAILING ADDRESS

2525 Ponce De Leon Blvd., Suite 600 | Coral Gables | FL | 33134

Notice: This e-mail, any files, and or attachments transmitted with it are confidential and may contain information which is legally privileged or otherwise exempt from disclosure. They are intended solely for the use of the individual or entity that this e-mail is addressed to. If you are not one of the named recipients or otherwise have reason to believe that you have received this message in error, please immediately notify the sender and delete this message from your computer. Any other use, retention, dissemination, forwarding, printing, or copying of this e-mail is strictly prohibited, and may violate law.

From: Ken Novak <ken@slcccommercial.com>

Sent: Monday, January 21, 2019 12:43 PM

To: Johana Espinal <settlement1@stremslaw.com>; 'Dennis Nowak' <danowaklaw@gmail.com>

Cc: pnovak@slcccommercial.com; Laura Acevedo <LAcevedo@stremslaw.com>

Subject: RE: 450 NW 69th Terrace/ Nowak

All,

I agreed to a settlement netting my mother \$ 22,500 with the understanding that your firm would try to collect the additional attorney fee due to Strem's so that my mother would effectively net \$30k . I actually just reviewed the documents and I am shocked to see that you actually secured an additional \$22,500.00 , but none of which will go to benefit my mother. That is unacceptable to me. Unless you can net my mother the \$30,000.00 we will reject this settlement.

From: Johana Espinal <settlement1@stremslaw.com>
Sent: Friday, January 18, 2019 12:56 PM
To: Dennis Nowak <danowaklaw@gmail.com>
Cc: Ken Novak <ken@slccommercial.com>; pnovak@slccommercial.com; Laura Acevedo <LAcevedo@stremslaw.com>
Subject: RE: 450 NW 69th Terrace/ Nowak

Dennis,

Please see attached settlement documents.

Thank you,

<image001.jpg>

Johana Espinal
Legal Assistant

www.stremslaw.com

Email: settlement1@stremslaw.com

E-Service: pleadings@stremslaw.com

786.430.0882 | 305.459.1589 f

DIRECT: 786.475.3455

PLEASE NOTE NEW MAILING ADDRESS

2525 Ponce De Leon Blvd., Suite 600 | Coral Gables | FL | 33134

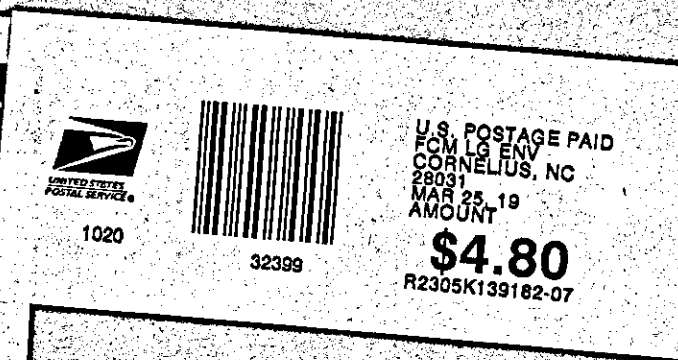
Notice: This e-mail, any files, and or attachments transmitted with it are confidential and may contain information which is legally privileged or otherwise exempt from disclosure. They are intended solely for the use of the individual or entity that this e-mail is addressed to. If you are not one of the named recipients or otherwise have reason to believe that you have received this message in error, please immediately notify the sender and delete this message from your computer. Any other use, retention, dissemination, forwarding, printing, or copying of this e-mail is strictly prohibited, and may violate law.

From: Dennis Nowak <danowaklaw@gmail.com>
Sent: Friday, January 18, 2019 12:40 PM
To: Johana Espinal <settlement1@stremslaw.com>
Cc: Ken Novak <ken@slccommercial.com>; pnovak@slccommercial.com; Laura Acevedo <LAcevedo@stremslaw.com>
Subject: Re: 450 NW 69th Terrace/ Nowak

Johanna, thank you for your call this morning. Would you have someone please send me a copy of the final settlement paperwork. I will be available by phone on Tuesday when Carlos gets them signed, but I would like to be prepared to answer any questions my mother may have. Thanks again for your help in resolving this.

Sent from my iPhone

DENNIS NOWAK
15817 KINLOCKE DRIVE
HUNTERSVILLE, NC 28078



WILLIAM W. WILHELM
THE FLORIDA BAR
651 EAST JEFFERSON ST.
TALLAHASSEE, FL 32399



The Florida Bar

Miami Branch Office
444 Brickell Avenue
Rivergate Plaza, Suite M-100
Miami, Florida 33131-2404
(305) 377-4445

Joshua E. Doyle
Executive Director

850/561-5600
www.FLORIDABAR.org

July 30, 2019

VIA E-Mail to kamilar@bellsouth.net

Mark A. Kamilar
Attorney for Respondent
2921 SW 27th Avenue
Miami, FL 33133

Re: Complaint of Dennis A. Nowak against Scot Strems
The Florida Bar File No. 2019-70,468(11C)

Dear Mr. Kamilar:

Please provide our office with a copy of Mr. Strems file pertaining to his representation of Ms. Nowak, including all correspondence and emails with the insurance company's attorney, as well as all documentation concerning communications with Ms. Nowak and Ms. Nowak's family members, as well as all billing information maintained in support of Mr. Strems' fees request to the insurance carrier.

Please provide the requested information on or before August 9, 2019 or this matter may be referred to a grievance committee.

Sincerely,

Arlene Kalish Sankel
Chief Branch Discipline Counsel

AKS:nb

cc: Dennis A. Nowak, Complainant via email danowaklaw@gmail.com

Exhibit R

Law Offices

MARK A. KAMILAR

2921 S.W. 27th Avenue

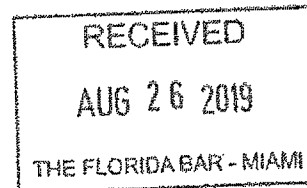
Coconut Grove, Florida 33133

Telephone: (305) 567-1112

Fax: (305) 567-2334

August 23, 2019

Arlene Kalish Sankel
The Florida Bar
444 Brickell Avenue
Rivergate Plaza, Suite M-100
Miami, Florida 33131-2404



**Re: Complaint of Dennis A. Nowak against Scot Strems
The Florida Bar File No. 2019-70,468(11C)**

Dear Ms. Sankel:

Response is made to your letter of July 30, 2019.

Attached is a copy of The Strems Law Firm's file as requested in your letter.

We note that there is reference to (1) photographs, (2) the full policy and (3) and some other evidentiary materials. We have not included these documents other than the face page of the policy as they would not appear to material to your inquiry and the file is already large.

In going through the file and the hours, it appears that although Scot Strems did not have file responsibility, he was involved in several strategy sessions and did make some calls and wrote letters to promote settlement.

We would therefore amend our initial response of March 14, 2019 to so reflect.

In that response we covered each of the issues in the complaint and Mr. Strems' limited work which would not appear material to the inquiry.

Again, we believe these materials show the substantial work undertaken by The Strems Law Firm's attorneys and staff, substantial communication with the client and her sons, and again demonstrate the lack of any basis for a conclusion that a violation of the Rules has occurred.

For these reasons we would again request that this inquiry be closed for lack of probable cause.

Very truly yours,

Mark Kamilar, Esq.

cc: Dennis Nowak

Exhibit S



The Florida Bar

Miami Branch Office
444 Brickell Avenue
Rivergate Plaza, Suite M-100
Miami, Florida 33131-2404
(305) 377-4445

Joshua E. Doyle
Executive Director

850/561-5600
www.FLORIDABAR.org

November 26, 2019

VIA E-Mail to kamilar@bellsouth.net

Mark A. Kamilar, Attorney for Respondent
2921 SW 27th Avenue
Miami, FL 33133

Re: Complaint of Dennis A. Nowak against Scot Strems
The Florida Bar File No. 2019-70,468(11C)

Dear Mr. Kamilar:

In furtherance of my investigation of this matter, please provide the following information as it pertains to the litigation underlying this grievance:

- Copies of all communications (including letters, emails and texts) to or from opposing counsel concerning settlement negotiations, offers and counteroffers pertaining to the settlement of the indemnity portion of the claim and also pertaining to negotiations for attorney's fees regarding the Margaret Nowak case;
- Copies of all proposed and finalized releases pertaining to the settlement; and
- Copies of all internal firm emails, texts, documents, memos and notes pertaining to offers and counter offers regarding the settlement and attempted settlement of both the indemnity portion and the attorney's fees portions of the claim pertaining to Margaret Nowak.

Please respond on or before **December 6, 2019** with copies to Mark Dresnick, Grievance Committee Investigating Member. Thank you.

Sincerely,

Arlene Kalish Sankel
Chief Branch Discipline Counsel

cc: Mark Dresnick, Investigating Member

Exhibit T

Law Offices
MARK A. KAMILAR
2921 S.W. 27th Avenue
Coconut Grove, Florida 33133

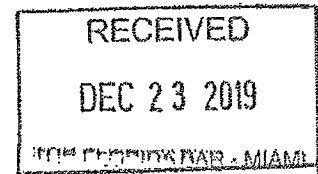
Telephone: (305) 567-1112
Email: kamilar@bellsouth.net

Fax: (305) 567-2334
www.KamilarLaw.com

December 20, 2019

Sent via Fed Ex

Arlene Kalish Sankel
The Florida Bar
444 Brickell Avenue
Rivergate Plaza, Suite M-100
Miami, Florida 33131-2404



**Re: Complaint by Dennis A. Nowak against Scot Strems
The Florida Bar File No.: 2019-70,468(11C)**

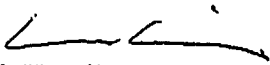
Dear Ms. Sankel:

Response is made to your letter of November 26, 2019 requesting additional documents.

Because of the volume of those documents we are only including one set and just forwarding this cover letter to Mr. Dresnik.

Please advise if there is anything further you need in this regard.

Very truly yours,


Mark Kamilar, Esq.

cc: Mark Dresnick
Dennis Nowak

Exhibit U

Billing

The Strems Law Firm, P.A.

2525 Ponce De Leon
Blvd. Ste 600
Coral Gables, Florida
33134

Phone: 785-430-0882

Fax: 305-459-1589

www.stremslaw.com

Case Style

VS. FLORIDA
PENINSULA
LAW FIRM

Case No.

CASE-18-015967

Date Due

Invoice For:

Legal Services Rendered

Bill to:

Address:

DATE	DESCRIPTION	RATE PER HOUR	HOURS	FLAT FEE	EMPLOYEE	TOTAL	Column1
9/16/2017	Received & reviewed retainer agreement executed by M. Nowak in preparation to report the loss.	\$450.00	0.3		Karina Rios	\$135.00	\$0.00
9/19/2017	Report claim to insurance carrier	\$125.00	0.5		Staff	\$62.50	\$0.00
9/19/2017	Draft and send Letter of Representation to carrier	\$125.00	0.3		Staff	\$37.50	\$0.00
9/14/2017	Received notification from carrier requesting Examination Under Oath	\$450.00	0.4		Karina Rios	\$180.00	\$0.00
9/14/2017	Case status team meeting to evaluate claim and determine case strategy	\$450.00	0.6		Karina Rios	\$270.00	\$0.00
9/14/2017	Case status team meeting to evaluate claim and determine case strategy	\$350.00	0.6		Carlos Camejo	\$210.00	\$0.00
9/17/2017	Requested estimate from loss consultant	\$125.00	0.2		Staff	\$25.00	\$0.00
12/5/2017	Confidential client communication	\$125.00	0.2		Staff	\$25.00	\$0.00

DATE	DESCRIPTION	RATE PER HOUR	HOURS	FLAT FEE	EMPLOYEE	TOTAL	Column1
12/8/2017	Confidential client communication	\$350.00	0.3		Lea Castro	\$105.00	\$0.00
12/20/2017	Communication with Opposing Counsel re Rescheduling EUO	\$125.00	0.2		Staff	\$25.00	\$0.00
1/19/2018	Receive & Review Water Mitigation Documents from JD Restoration	\$450.00	0.9		Karina Rios	\$405.00	\$0.00
1/29/2018	Submitted Proof of Loss with Estimate to Client	\$125.00	0.7		Staff	\$87.50	\$0.00
2/5/2018	Received Executed POL from Client	\$450.00	0.4		Karina Rios	\$180.00	\$0.00
2/5/2018	Emailed Executed Proof of Loss to Carrier	\$125.00	0.2		Staff	\$25.00	\$0.00
2/7/2018	Confidential client correspondence	\$125.00	0.4		Staff	\$50.00	\$0.00
2/26/2018	Prepare correspondence and documents in reponse to OC's request for documents for EUO	\$450.00	1		Scot Strens	\$450.00	\$0.00
2/26/2018	Review of file documents and analysis of issues in review of repair estimate, loss consultant photos, water mitigation documents and correspondence in preparation of attending Examination Under Oath	\$350.00	2.2		Carlos Camejo	\$770.00	\$0.00
2/27/2018	Appear for/ Attend Examination Under Oath	\$350.00	5		Carlos Camejo	\$1,750.00	\$0.00
3/7/2018	Confidential client communication	\$125.00	0.3		Staff	\$37.50	\$0.00
3/9/2018	Confidential client communication	\$125.00	0.2		Staff	\$25.00	\$0.00
3/15/2018	Communication with Client son Kenneth	\$125.00	0.3		Staff	\$37.50	\$0.00

DATE	DESCRIPTION	RATE PER HOUR	HOURS	FLAT FEE	EMPLOYEE	TOTAL	Column1
3/28/2018	Communication with Client son Kenneth	\$125.00	0.5		Staff	\$62.50	\$0.00
4/26/2018	Communication with client son Kenneth	\$125.00	0.2		Staff	\$25.00	\$0.00
4/26/2018	Communication with OC regarding determination on Claim	\$450.00	0.6		Karina Rios	\$270.00	\$0.00
4/27/2018	Communication with client son Kenneth	\$450.00	0.5		Karina Rios	\$225.00	\$0.00
4/27/2018	Communication with OC trying to negotiate settlement	\$450.00	0.3		Karina Rios	\$135.00	\$0.00
5/10/2018	Communication with OC trying to negotiate settlement	\$450.00	0.2		Karina Rios	\$90.00	\$0.00
5/16/2018	Communication with OC trying to negotiate settlement	\$450.00	0.3		Karina Rios	\$135.00	\$0.00
5/16/2018	Communication with client son Kenneth	\$450.00	0.4		Karina Rios	\$180.00	\$0.00
5/23/2018	Communication with OC trying to negotiate settlement	\$450.00	0.2		Karina Rios	\$90.00	\$0.00
5/24/2018	Communication with OC trying to negotiate settlement	\$350.00	0.4		Carlos Camejo	\$140.00	\$0.00
5/31/2018	Communication with OC trying to negotiate settlement	\$350.00	0.2		Carlos Camejo	\$70.00	\$0.00
5/1/3118	Communication with OC trying to negotiate settlement	\$450.00	0.3		Karina Rios	\$135.00	\$0.00
6/4/2018	Communication with OC trying to negotiate settlement	\$450.00	0.2		Karina Rios	\$90.00	\$0.00

DATE	DESCRIPTION	RATE PER HOUR	HOURS	FLAT FEE	EMPLOYEE	TOTAL	Column1
6/6/2018	Communication with OC trying to negotiate settlement	\$450.00	0.3		Karina Rios	\$135.00	\$0.00
6/6/2018	Communication with OC trying to negotiate settlement	\$350.00	0.5		Carlos Camejo	\$175.00	\$0.00
6/6/2018	Communication with client son Kenneth re settlement	\$350.00	0.5		Carlos Camejo	\$175.00	\$0.00
6/7/2018	Communication with client son Kenneth re settlement	\$450.00	0.6		Karina Rios	\$270.00	\$0.00
6/14/2018	Communication with client son Kenneth re settlement	\$450.00	0.3		Karina Rios	\$135.00	\$0.00
6/16/2018	Communication with client son Kenneth re settlement	\$450.00	0.4		Karina Rios	\$180.00	\$0.00
6/16/2018	Received & reviewed estimate and photographs received from Kenneth.	\$450.00	0.6		Karina Rios	\$270.00	\$0.00
6/18/2018	Received & reviewed estimate and photographs received from Kenneth.	\$350.00	0.6		Carlos Camejo	\$210.00	\$0.00
6/21/2018	Communication with client son Kenneth re settlement	\$350.00	1		Carlos Camejo	\$350.00	\$0.00
6/21/2018	Communication with client son Kenneth re settlement	\$450.00	1		Karina Rios	\$450.00	\$0.00
6/21/2018	Communication with OC trying to negotiate settlement	\$350.00	0.4		Carlos Camejo	\$140.00	\$0.00
6/21/2018	Communication with client son Dennis re settlement	\$350.00	0.2		Carlos Camejo	\$70.00	\$0.00
6/21/2018	Communication with client son Dennis re settlement	\$450.00	0.2		Karina Rios	\$90.00	\$0.00

DATE	DESCRIPTION	RATE PER HOUR	HOURS	FLAT FEE	EMPLOYEE	TOTAL	Column 1
6/25/2018	Communication with OC trying to negotiate settlement	\$450.00	0.3		Karina Rios	\$135.00	\$0.00
6/29/2018	Communication with Son Kenneth re filing suit	\$350.00	0.2		Carlos Camejo	\$70.00	\$0.00
7/2/2018	Prepared file for Suit	\$125.00	0.6		Staff	\$75.00	\$75.00
7/2/2018	Review of file documents and analysis of issues for Complaint	\$350.00	2.3		Christopher Narchet	\$805.00	\$805.00
7/2/2018	Drafted Complaint	\$350.00	1		Christopher Narchet	\$350.00	\$350.00
7/2/2018	Drafted Summons	\$125.00	0.5		Staff	\$62.50	\$62.50
7/2/2018	Complaint E-Filed	\$125.00	0.2		Staff	\$25.00	\$25.00
7/2/2018	Summons Filed	\$125.00	0.1		Staff	\$12.50	\$12.50
7/2/2018	File review in preparation of drafting Initial Discovery on Defendant	\$450.00	2.2		Cecile Mendizabal	\$990.00	\$990.00
7/2/2018	Drafted Plaintiff's First Request for Production	\$450.00	1.4		Cecile Mendizabal	\$630.00	\$630.00
7/2/2018	Drafted Plaintiff's First Request for Admissions	\$450.00	1.2		Cecile Mendizabal	\$540.00	\$540.00
7/2/2018	Drafted Plaintiff's First Set of Interrogatories	\$450.00	1.3		Cecile Mendizabal	\$585.00	\$585.00
7/2/2018	Draft Correspondence re Corporate Representative Deposition	\$450.00	1.1		Cecile Mendizabal	\$495.00	\$495.00

DATE	DESCRIPTION	RATE PER HOUR	HOURS	FLAT FEE	EMPLOYEE	TOTAL	Column1
7/2/2018	Filed Plaintiff's First Request for Production	\$125.00	0.2		Staff	\$25.00	\$25.00
7/2/2018	Filed Plaintiff's First Request for Admissions	\$125.00	0.2		Staff	\$25.00	\$25.00
7/2/2018	Filed Plaintiff's First Set of Interrogatories	\$125.00	0.2		Staff	\$25.00	\$25.00
7/2/2018	Filed Corp Rep Correspondence	\$125.00	0.2		Staff	\$25.00	\$25.00
7/2/2018	Updated Discovery Deadline Calendar	\$125.00	0.3		Staff	\$37.50	\$37.50
7/5/2018	Confidential client communication	\$125.00	0.2		Staff	\$25.00	\$25.00
7/9/2018	Received and reviewed Esummons Issued	\$450.00	0.1		Cecile Mendizabal	\$45.00	\$45.00
7/9/2018	Upload Plts Complaint, Summons, RFA, RFP, Rgs & Correspondence re Corp Rep Depo to Department of Financial Services	\$125.00	0.8		Staff	\$100.00	\$100.00
7/23/2018	Confidential client communication	\$350.00	0.2		Karina Rios	\$70.00	\$70.00
7/23/2018	Confidential client communication	\$350.00	0.2		Carlos Camejo	\$70.00	\$70.00
7/25/2018	Received & Reviewed Notice of Service of Process	\$450.00	0.3		Cecile Mendizabal	\$135.00	\$135.00
7/25/2018	Updated Response Due Deadline	\$125.00	0.3		Staff	\$37.50	\$37.50
8/2/2018	Confidential client communication	\$350.00	1		Karina Rios	\$350.00	\$350.00

DATE	DESCRIPTION	RATE PER HOUR	HOURS	FLAT FEE	EMPLOYEE	TOTAL	Column1
8/2/2018	Confidential client communication	\$350.00	1		Carlos Camejo	\$350.00	\$350.00
8/3/2018	Confidential client communication	\$350.00	0.4		Karina Rios	\$140.00	\$140.00
8/3/2018	Confidential client communication	\$350.00	0.4		Carlos Camejo	\$140.00	\$140.00
8/6/2018	Received & Reviewed Defendant's E-Mail Designation & NOA	\$450.00	0.6		Cecile Mendizabal	\$270.00	\$270.00
8/6/2018	Received & Reviewed Defendant's Motion for Extension of Time to Respond to Complaint	\$450.00	0.9		Cecile Mendizabal	\$405.00	\$405.00
8/6/2018	Confidential client communication	\$350.00	0.4		Carlos Camejo	\$140.00	\$140.00
8/6/2018	Confidential client communication	\$350.00	0.4		Karina Rios	\$140.00	\$140.00
8/6/2018	Receive & Review Power Of Attorney	\$350.00	1.3		Carlos.Camejo	\$455.00	\$455.00
8/6/2018	Receive & Review Power Of Attorney	\$350.00	1.3		Karina Rios	\$455.00	\$455.00
8/6/2018	Review Power of Attorney	\$450.00	1.3		Cecile Mendizabal	\$585.00	\$585.00
8/7/2018	Draft Agreed Order on Defendant's Motion for Extension of Time	\$450.00	0.7		Cecile Mendizabal	\$315.00	\$315.00
8/7/2018	Correspondence with OC re MEXT	\$450.00	0.3		Cecile Mendizabal	\$135.00	\$135.00
8/7/2018	Case status team meeting to evaluate case and determine case strategy	\$450.00	1.4		Scot Strms	\$630.00	\$630.00

DATE	DESCRIPTION	RATE PER HOUR	HOURS	FLAT FEE	EMPLOYEE	TOTAL	Column1
8/7/2018	Case status team meeting to evaluate case and determine case strategy	\$450.00	1.4		Cecile Mendizabal	\$630.00	\$630.00
8/7/2018	Case status team meeting to evaluate case and determine case strategy	\$350.00	1.4		Carlos Camejo	\$490.00	\$490.00
8/7/2018	Case status team meeting to evaluate case and determine case strategy	\$350.00	1.4		Karina Rios	\$490.00	\$490.00
8/10/2018	Review of file documents and analysis of issues in preparation for settlement negotiations	\$450.00	1.8		Scot Stremis	\$810.00	\$810.00
8/10/2018	Communicate with Opposing Counsel regarding settlement negotiations	\$450.00	0.5		Scot Stremis	\$225.00	\$225.00
8/13/2018	Confidential client communication	\$350.00	0.4		Carlos Camejo	\$140.00	\$140.00
8/13/2018	Research into experts available to provide cause and origin reports as well as general contractor estimates for repairs to roof	\$450.00	2		Cecile Mendizabal	\$900.00	\$900.00
8/14/2018	Correspondence with OC re MEXT	\$450.00	0.3		Cecile Mendizabal	\$135.00	\$135.00
8/20/2018	Review of file documents and analysis of issues in preparation for settlement negotiations	\$450.00	1.2		Scot Stremis	\$540.00	\$540.00
8/20/2018	Communicate with Opposing Counsel regarding settlement negotiations	\$450.00	0.8		Scot Stremis	\$360.00	\$360.00
8/21/2018	Communicate with Opposing Counsel regarding settlement negotiations	\$450.00	0.3		Scot Stremis	\$135.00	\$135.00
8/23/2018	Confidential client communication	\$350.00	0.3		Carlos Camejo	\$105.00	\$105.00
8/31/2018	Confidential client communication	\$350.00	0.2		Carlos Camejo	\$70.00	\$70.00

DATE	DESCRIPTION	RATE PER HOUR	HOURS	FLAT FEE	EMPLOYEE	TOTAL	Column1
9/4/2018	Received & reviwed correspondence from FL Peninsula re EMS Vendor	\$450.00	0.7		Cecile Mendizabal	\$315.00	\$315.00
9/7/2018	Correspoendence with OC re MEXT	\$450.00	0.3		Cecile Mendizabal	\$135.00	\$135.00
9/10/2018	Confidential client communication	\$350.00	0.1		Carlos Carnejo	\$35.00	\$35.00
9/10/2018	Confidential client communication	\$350.00	0.1		Karina Rios	\$35.00	\$35.00
9/11/2018	Communicate with Opposing Counsel regarding settlement negotiations	\$450.00	0.3		Scot Strems	\$135.00	\$135.00
9/24/2018	Confidential client communication	\$125.00	0.4		Staff	\$50.00	\$50.00
10/2/2018	Case status team meeting to evaluate case and determine case strategy	\$450.00	0.9		Scot Strems	\$405.00	\$405.00
10/2/2018	Case status team meeting to evaluate case and determine case strategy	\$450.00	0.9		Cecile Mendizabal	\$405.00	\$405.00
10/16/2018	Confidential client communication	\$125.00	0.4		Staff	\$50.00	\$50.00
10/19/2018	Review of file documents and analysis of issues in prepartion for settlement negotiations	\$450.00	0.9		Scot Strems	\$405.00	\$405.00
10/19/2018	Communicate with Opposing Counsel regarding settlement negotiations	\$450.00	0.5		Scot Strems	\$225.00	\$225.00
11/7/2018	Case status team meeting to evaluate case and determine case strategy	\$450.00	1.1		Scot Strems	\$495.00	\$495.00
11/7/2018	Case status team meeting to evaluate case and determine case strategy	\$450.00	1.1		Cecile Mendizabal	\$495.00	\$495.00

DATE	DESCRIPTION	RATE PER HOUR	HOURS	FLAT FEE	EMPLOYEE	TOTAL	Column1
11/9/2018	Communicate with Opposing Counsel regarding settlement negotiations	\$450.00	0.6		Scot Strems	\$270.00	\$270.00
11/12/2018	Confidential client communication with Son Kenneth	\$125.00	0.3		Staff	\$37.50	\$37.50
12/7/2018	Receipt & Reviewed Release Documents	\$450.00	1		Cecile Mendizabal	\$450.00	\$450.00
12/13/2018	Confidential client communication with Son Kenneth	\$125.00	0.4		Staff	\$50.00	\$50.00
12/18/2018	Communicate with Opposing Counsel regarding settlement release documents	\$125.00	0.2		Staff	\$25.00	\$25.00
1/9/2019	Communicate with Opposing Counsel regarding settlement release documents	\$125.00	0.2		Staff	\$25.00	\$25.00
1/19/2019	Confidential client communication with Son Kenneth & Denis	\$350.00	0.4		Lea Castro	\$140.00	\$140.00
1/19/2019	Confidential client communication with Son Kenneth & Denis	\$125.00	0.4		Staff	\$50.00	\$50.00
1/16/2019	Confidential client communication with Son Kenneth & Denis	\$350.00	0.3		Lea Castro	\$105.00	\$105.00
1/16/2019	Confidential client communication with Son Kenneth & Denis	\$125.00	0.5		Staff	\$62.50	\$62.50
1/17/2019	Communicate with Opposing Counsel regarding settlement release documents	\$125.00	0.4		Staff	\$50.00	\$50.00
1/18/2019	Received & Reviewed Amended Release	\$450.00	0.6		Cecile Mendizabal	\$270.00	\$270.00
1/18/2019	Confidential client communication with Son Denis	\$125.00	0.5		Staff	\$62.50	\$62.50

DATE	DESCRIPTION	RATE PER HOUR	HOURS	FLAT FEE	EMPLOYEE	TOTAL	Column1
1/25/2019	Confidential client communication with Son Denis	\$350.00	0.5		Lea Castro	\$175.00	\$175.00
2/20/2019	Confidential client communication	\$350.00	0.5		Lea Castro	\$175.00	\$175.00
6/21/2019	Received & Reviwed Court's Notice of Lack of Prosecution and Notice of Hearing	\$350.00	0.4		Jennifer Jimenez	\$140.00	\$140.00
6/28/2019	Drafted Notice of Settlement	\$350.00	0.6		Jennifer Jimenez	\$210.00	\$210.00
6/28/2019	Efiled Notice of Settlement	\$125.00	0.3		Staff	\$37.50	\$37.50
	COSTS						
7/2/2018	Filing Fee			\$415.04		\$415.04	\$415.00
7/9/2018	Summons Issuance Fee			\$10.35		\$10.35	\$10.35
7/18/2018	Service of Process Fee (DFS)			\$15.55		\$15.55	\$15.55
7/20/2018	Consultant Fee			\$4,500.00		\$4,500.00	\$4,500.00
					TOTAL	\$34,585.94	\$25,190.90

DATE	DESCRIPTION	RATE PER HOUR	HOURS	FLAT FEE	EMPLOYEE	TOTAL	Column1



MEMORANDUM

TO: File

FROM: Scot Stremis

DATE: November 9, 2018

SUBJECT: Margaret Nowak v. Florida Peninsula: CACE -18-015968: Settlement Negotiations

On November 9th upon reviewing the file and having noted that client's settlement authority given to Carlos Camejos, was \$22,500 net (clean) I commenced negotiations with defense counsel. After several conversations back and forth, we were able to agree to a settlement of \$ 22,500 in indemnity, net to the client and exclusive of any Assignment of Benefits monies owed to the water mitigation company. Once that settlement was secured, we were further able to negotiate Stremis' statutory attorney fees and costs. As such we are able to negotiate and agree to \$22,500 in statutory fees and costs. We considered the matter settled pending execution of release documents.

BEFORE FLORIDA BAR GRIEVANCE COMMITTEE 11C

COMPLAINT OF DENNIS A. NOWAK

FLORIDA BAR FILE NUMBER:
2019-70,468(11C)

vs.

SCOTT STREMS,

RESPONDENT

Investigating Member's Report

This case was assigned to me as the Investigating Member of Florida Bar Grievance Committee 11C. The investigation was initiated as result of a Complaint submitted to the Bar by Dennis Nowak, Esq. regarding his mother's attorney, Scott Stremms.

Scott Stremms was admitted to the Florida Bar in 2007. He is the owner and manager of the Stremms Law Firm. The Firm's website shows it is currently comprised of twenty attorneys working at offices in Miami (Coral Gables), Hollywood, Tampa, Orlando, Palm Beach, and Jacksonville. The Firm advertises as handling property insurance claims, personal injury, and worker's compensation cases.

Dennis Nowak's eighty-five year old mother, Margaret Nowak, retained the Stremms Law Firm on September 16, 2017. The purpose of the representation was to represent Mrs. Nowak for a claim against Florida Peninsula Insurance Company concerning property damage to her roof and other parts of her house as a result of Hurricane Irma.

I interviewed the Complainant, Dennis Nowak, by phone on October 15, 2019,¹ and interviewed his brother, Ken Nowak by phone on March 28, 2020. I also interviewed Scott Stremms at his office, in the presence of this attorney Mark Kamilar, on January 6, 2020.

¹ Dennis Nowak is a Florida licensed attorney. He previously was a commercial litigator in Miami. He is no longer actively practicing law and resides in North Carolina.

Opposing counsel for Mrs. Nowak's case, Matthew Feldman, was subpoenaed by the Florida Bar to give a statement. This was obtained on February 21, 2020. Additionally, in conjunction with this investigation, the Bar made written requests for documents and communications pertinent to this case from the Respondent. The Bar also subpoenaed documents and communications pertaining to the settlement from the law firm representing Florida Peninsula Insurance company. These were reviewed, and so were the Court docket and pleadings filed with the Broward County Circuit Court involving Mrs. Nowak's litigation by the Stremms Firm against her insurance company.

Dennis Nowak, Esq. filed this Complaint against Mr. Stremms with the Florida Bar on February 1, 2019 alleging misconduct by the Stremms Law Firm in conjunction with the representation of his elderly mother, Margaret Nowak. Mrs. Nowak had signed a Power of Attorney appointing her son, Dennis, as her agent enabling him to make decisions for her. This Power of Attorney had been provided by the Nowak family to the Stremms Law Firm during the representation. Additionally, Dennis Nowak's brother, Ken, resided in Martin County and was very much involved with communicating with the Stremms Firm during the course of Mrs. Nowak's representation. Both brothers were acting as the authorized representatives of their mother, and it is evident the Firm was authorized to communicate and take direction from both of these sons of the Client.

Margaret Novak was being represented by the Stremms Firm pursuant to a contingency fee retainer agreement. The representation was for a claim against her homeowner's insurance company for damages to the roof of her home during a Hurricane Irma requiring areas of the roof to be protected by a tarp. There were also claims for damage to the interior of the home from the hurricane. The Stremms Law Firm had a written estimate from Contender Claims Consultants which provided an estimate of the Plaintiff's alleged property damage claims of approximately \$64,000.

After the Stremms Firm filed a lawsuit against Florida Peninsula Insurance Company, there was also a claim against the insurance company for attorneys' fees. Pursuant to Florida Statutes Section 627.428, an insured is entitled to an award of attorneys' fees when an insured is found to be entitled to coverage under an insurance policy. The applicability of this statute is an important factor in all litigation by insureds against insurance companies. This attorneys' fee statute is well-known to plaintiffs' attorneys bringing these cases, as well as the defense attorneys and insurance companies defending the cases. The specific provisions of this statute will be discussed later.

Associate attorneys at the Stremms Firm handled the Client's claim pre-suit, with associate Carlos Camejo, being primarily responsible for this case when the suit was filed. The insurance company made a settlement offer soon after the lawsuit was commenced. Scott Stremms then took over the responsibility for negotiating, and agreeing to, a settlement of the case.

Prior to the suit, The Stremms Firm made settlement demands by email for \$38,000 on April 27, 2018 and June 4, 2016, and reduced the demand to \$37,000 on June 21, 2018. However, no offer was forthcoming. The Firm then, with the consent of the Client, put the claim into suit by

filing a lawsuit on July 2, 2018. Within weeks after the case was filed, the insurance company's attorney sent an email offering \$30,000 as a "global resolution" of the case on July 30, 2018.

This \$30,000 offer was communicated by an email from associate Carlos Camejo to Dennis Nowak on August 2, 2018 as follows:

We have filed suit already on the above referenced claim. The attorney for the carrier sent us an offer for \$30K net and we advised him we had to file suit given the fact that he completely disregarded my e-mail for over a month.

In response, Ken Nowak responded a few minutes later:

Thanks Carlos. What Is [sic] 30K net mean? Net of what?

To which, Mr. Camejo responded:

After the deductible is taken into account. \$30K net (indemnity owed to the insured). However, that does not take into account the attorney fee, which would leave it to \$22,500 clean to the client.

The next day, August 3rd, Ken Nowak emailed:

Unless you think you can do better, we would accept the offer of \$30k net to my mom.

A couple of minutes later Ken Nowak clarified his email by stating:

Net to my mom *less your attorney fee of \$7,500*. So \$22,500 actual net to my mom. [emphasis supplied]

To which, Mr. Camejo responded:

Ken:

Let me see if I can work the attorneys fees to be exclusive so your mom ends up with more. I'll get back to you.

Ken Nowak said during his interview that he recalls having a telephone conversation with Mr. Camejo about this \$30,000 offer. Mr. Nowak said Mr. Camejo asked if Mrs. Nowak would

be satisfied to receive \$22,500 from a settlement. Ken says he responded essentially saying if that is the best that can be done with the insurance company offering \$30,000, it would be acceptable for his mother to net \$22,500 from the settlement. Mr. Camejo responded by repeating, so your mother would be satisfied with receiving \$22,500.

After not hearing anything further for ten days, Ken Nowak sent an email to Carlos Camejo on August 13th asking about the status of the offer of “\$30,000 less your fee.” Mr. Camejo responded on August 13th:

“Mr. Strems *himself* is in communication with the attorney representing the carrier to hopefully finalize the case.” [emphasis supplied]

After not hearing anything further regarding the settlement, Ken Nowak sent emails requesting to speak to Mr. Strems directly. Ken provided his cell phone number on September 10, 2018 for Mr. Strems to call. After not receiving a call, he sent an additional email on September 19th requesting for Mr. Strems to advise him of the status of the settlement, and he also did not receive a response. Even 2 ½ months later on December 3rd, Mr. Nowak sent an email inquiring about the status of the settlement. (The settlement had occurred about two months earlier.)

Not known to the Client or her adult children, Scott Strems’ entered into a “global settlement” of Mrs. Nowak’s case for \$45,000 on November 9, 2018. A “global settlement” means there was a total lump sum resolution of all the Plaintiff’s claims in the litigation against the insurance company. This includes the Client’s indemnity claims for property damage to her home along with all claims for attorneys’ fees and costs pertaining to the claim. This “global settlement” is confirmed in an email to Scott Strems on November 9th from the insurance company’s attorney, Matthew Feldman

This investigation determined that the Client and her sons had not been advised of the \$45,000 settlement before it was entered into with the insurance company on November 9, 2018. Notably, the Client, through her authorized representatives, did not learn about the \$45,000 settlement until more than two months after the settlement, on January 18, 2019. This occurred when the Strems Firm sent Ken Nowak the release and closing statement for his mother to sign. The release and closing statement disclosed a \$45,000 settlement had been entered into with the insurance company, and Mrs. Nowak would be receiving \$22,500. The release and closing statement also showed the Strems Law Firm would be receiving \$22,500 from the settlement. This was the first disclosure to the Nowak’s of the amount of the settlement, and the first indication of the allocation of the settlement proceeds being claimed by the Strems Firm. Immediately upon seeing this, both of the Nowak brothers objected to the settlement, and refused to have their mother sign the release or closing statements claiming \$22,500 in attorneys’ fees.

Dennis Nowak sent an email to the Law Firm on January 22, 2019 objecting to the Firm’s allocation of the settlement proceeds. In the email and during my interview with him, he was adamant that the Firm had no right to unilaterally claim \$22,500 in attorneys’ fees. He said the

applicable attorneys' fees statute only applies to "Court awarded" reasonable attorneys' fees. He also said that his mother's written engagement agreement with the Firm provided that the attorneys' fees when a case is in suit, is limited to a 30% of the recovery, unless a Court awards a larger fee. He ended his January 22, 2019 email by specifically stating:

"Any prior outstanding proposals of a compromise amount are rescinded. Please govern yourself accordingly."

In response to this written objection to the settlement from Mr. Nowak, the Law Firm took no further action and allowed Mrs. Nowak's lawsuit to be dismissed. This occurred when during this impasse with their Client, the Strems Law Firm remained as counsel of record for Mrs. Nowak in the pending lawsuit and did not file a Motion to Withdraw. While doing so, the Firm neither pursued the litigation, nor attempted to stay the lawsuit until issues related to this disputed settlement were attempted to be resolved. Because there was no record activity in the litigation, the Broward County Circuit Court issued a Notice of Lack of Prosecution on June 20, 2019. In response to this notice, Strems Firm associate attorney, Jennifer Jimenez, filed a pleading on June 28, 2019 informing the Court that the case was settled. This Notice of Settlement was filed in contravention of Denis Nowak's specific written notification from six months earlier on January 22nd stating "any prior outstanding proposals of a compromise are rescinded." Due to the Strems' Firm's Notice of Settlement, the Court closed the case on August 8, 2019. With the dismissal of the lawsuit, Mrs. Nowak has received no recovery of any proceeds from her lawsuit, and the money claimed by her still remains in the possession of the insurance company.

In his Complaint to the Bar, Dennis Nowak recounts a telephone conversation he had with Strems Law Firm attorney Lea Castro-Martinez on January 22, 2019. He said:

Ms. Castro-Martinez stated that the Fee Statute cited in the Closing Statement and the Fee Agreement somehow allows them to calculate their own "reasonable fee" in excess of the 30% contingency specified in their Fee Agreement because a lawsuit has been filed. She also said that they calculated all of their contingency fees this way. So this firm practice has likely resulted in many more Strems Law Firm clients being cheated out of settlement proceeds.

Mr. Kamilar has asked the Florida Bar and Grievance Committee to consider the actual dollar amount in dispute, and he also advised that Mr. Kamilar and his Client were committed to work with the Bar to revise the Strems Firm's attorney fee contracts to remove any ambiguities, and to take other remedial measures suggested by the Bar as a result of this investigation. Mr. Kamilar also agreed to ensure steps were taken to assist Mrs. Novak in recovering the settlement money she was entitled to receive from the dismissed lawsuit.

Legal Analysis and Disciplinary Rules

The Applicable Attorneys' Fee Statute

A review of the disciplinary issues implicated by this Bar complaint starts with a review of the applicable attorneys' fees statute and its application to the ethical legal issues germane to the Complaint. As mentioned, Florida law provides an insured is entitled to an award of attorneys' fees when prevailing in litigation against their insurance company. This right is based upon the provisions of Section 627.428, Florida Statutes, which state as follows:

(1) Upon the rendition of a judgment or decree by any of the courts of this state against an insurer and in favor of any named or omnibus insured or the named beneficiary under a policy or contract executed by the insurer, the trial court or, in the event of an appeal in which the insured or beneficiary prevails, the appellate court shall adjudge or decree against the insurer and in favor of the insured or beneficiary a reasonable sum as fees or compensation for the insured's or beneficiary's attorney prosecuting the suit in which the recovery is had.

(2)

(3) When so awarded, compensation or fees of the attorney shall be included in the judgment or decree rendered in the case. [emphasis supplied]

The specific terms of the statute raise important legal issues. These include whether the claim for attorneys' fees can be settled by negotiations between the parties, and whether the claim for attorneys' fees belongs to the client or to the attorney. Another important issue is whether the attorney is subject to a conflict of interest when negotiating a "global settlement" maximizing attorneys' fees to the attorney in the absence of evidence the attorney attempted to maximize the recovery to the client, and when done without the informed consent of the client.

When Dennis Nowak saw the Strems Firm was claiming a right to \$22,500 in attorneys' fees pursuant to 627.428, Florida Statutes, he told the Firm it was not entitled to claim its fees pursuant to this statute. He cited specific provisions of the statute which required a Court award of attorneys' fees, which had not occurred in this case.

The provisions of the statute provide for an award of attorneys' fees "upon the rendition of a judgment or decree by any of the courts of this state." Here there was a global total settlement by the insurance company of the Client's claim for property damages, including any claims for attorneys' fees. The case did not proceed to an attorneys' fees hearing where the amount of the fees would have been adjudicated by a Court. Although Mr. Nowak contends this statute does not permit the settlement of claims for attorneys' fees without a court award of fees, the

settlement of claims for attorneys' fees and costs occur frequently in conjunction with the litigation of first party lawsuits against insurance companies.

This issue was addressed by the Florida Supreme Court in *Wollard v. Lloyd's and Companies of Lloyd's*, 439 So. 2d 217, 218 (Fla. 1983). The Court recognized that settlements are encouraged and said requiring a court adjudication of all attorneys' fees claims under Section 627.428, Florida Statutes, would put an unnecessary burden on the judicial system. The Court held that:

When the insurance company has agreed to settle a disputed case, it has, in effect, declined to defend its position in the pending suit. Thus, the payment of the claim is, indeed, the functional equivalent of a confession of judgment or verdict in favor of the insured.

439 So. 2d at 218; see also, *Fitzgerald & Company, Inc. v. Roberts Electrical Contractors, Inc.*, 533 So.2d 789 (Fla. 1st DCA 1988).

Notably, the case law interpreting the provisions of Section 627.428, Florida Statutes, hold that claims for attorney fees from an insured's insurance company belong to the insured, and not their attorney. This was explained in *Forthuber v. First Liberty Insurance Corporation*, 229 So. 3d 896 (Fla. 5th DCA 2018):

We begin our analysis with a discussion of the applicable statute. Section 627.428 provides that a trial court "shall adjudge or decree against the insurer and **in favor of the insured** [who prevails] ... a reasonable sum as fees or compensation for the insured's ... attorney." § 627.428, Fla. Stat. (2010) (emphasis added). "[T]he statute is a one-way street offering the potential for attorneys' fees only to the insured." *Danis Indus. Corp. v. Ground Improvement Techniques, Inc.* 645 So. 2d 420, 421 (Fla. 1994). As the plain language of section 627.428 clearly establishes, the fees owed under the statute belong to "the insured not the insured's attorney." *Fortune Ins. Co. v. Gollie*, 576 So. 2d 796, 797 (Fla. 5th DCA 1991). [*emphasis in the original*]²

Mr. Strems's attorney cites to the case of *Patterson v. Goldstein*, 980 So.2d 1234 (Fla. 4th DCA) and Rule 4-5.4 (a) of the Rules of Professional Responsibility contending the Complainants in this case are impermissibly seeking to share in the attorneys' fee claimed by the Strems Law Firm. The *Patterson* case involved a paralegal seeking to recover a bonus of 10% promised to her by an attorney for whom she worked. The bonus implicated the provisions Rule 4-5.4 (a) which prohibit an attorney from sharing an attorney's fee with a non-lawyer.

² The United States Supreme Court in *Evans v. Jeff D.* 475 U.S. 717, 106 S. Ct. 1531 (1986) recognized that according to the majority of the federal courts of appeals, the statutory right of a prevailing Plaintiff to obtain and settle attorneys' fees belongs to the client, and not the attorney, pursuant to The Civil Rights Attorneys Fees Awards Act, 42 U.S.C. 1988, 475 U.S. at fn 19. These federal cases are consistent with the cited Florida court authorities determining the statutory right to fees pursuant to Fla. Stat. 627.428, belongs to the client, and not the attorney.

That case and Rule 4-5.4 are inapplicable; in part, because, the express statutory terms of Section 627.428, and case law interpreting the statute, show the right to these statutory attorneys' fee belongs to the Client, and not the attorney. While the Client may have a contractual obligation to pay the Strems Law Firm for attorneys' fees, the law is clear the statutory attorneys' fees emanate from the Clients' right to an award of fees, which can be paid to their lawyer pursuant to contract. See, *Forthuber v. First Liberty Insurance Corporation*, 229 So. 3d 896 (Fla 5th DCA 2018).

Applicable Disciplinary Rules

With this statute in mind, here is an analysis of the Rules of Professional Conduct which appear applicable to this Complaint. These rules are as follows:

RULE 4-1.2 OBJECTIVES AND SCOPE OF REPRESENTATION

(a) Lawyer to Abide by Client's Decisions. Subject to subdivisions (c) and (d), a lawyer must abide by a client's decisions concerning the objectives of representation, and, as required by rule 4-1.4, must reasonably consult with the client as to the means by which they are to be pursued. A lawyer may take action on behalf of the client that is impliedly authorized to carry out the representation. A lawyer must abide by a client's decision whether to settle a matter.

RULE 4-1.4 COMMUNICATION

(a) Informing Client of Status of Representation. A lawyer shall:

- (1) promptly inform the client of any decision or circumstance with respect to which the client's informed consent, as defined in terminology, is required by these rules;
- (2) reasonably consult with the client about the means by which the client's objectives are to be accomplished;
- (3) keep the client reasonably informed about the status of the matter;
- (4) promptly comply with reasonable requests for information; ...

.....

(b) Duty to Explain Matters to Client. A lawyer shall explain a matter to the extent reasonably necessary to permit the client to make informed decisions regarding the representation.

Mr. Strems accepted a global total settlement in the sum of \$45,000 of his Client's case without first communicating to his Client that he had obtained this offer. Also, prior to accepting the offer, he did not communicate with his Client that his Firm planned to take \$22,500 of the settlement for its attorneys' fees and costs leaving the Client with \$22,500. Mr. Strems contends there was nothing wrong with this because the Client's son had given the Firm the authority to receive \$22,500 into his mother's pocket for a settlement and expressed his agreement for Mrs. Nowak to receive that amount.

Ken Nowak's emails with Strems' associate, Carlos Camejo, show the Firm was told Mrs. Nowak was willing to receive \$22,500 for a net settlement upon the assumption the total settlement offer was \$30,000. Ken Nowak says he remembers a telephone call with Mr. Camejo providing settlement authority for his mother to receive \$22,500 from the \$30,000 total settlement that had been communicated to him. Ken and Dennis Nowak are both clear in their position that they would not have agreed to have their mother take \$22,500 as her share of the settlement if they had been told of a \$45,000 offer. It is undisputed Mr. Strems did not inform any of the Nowak's prior to entering into a settlement that he was accepting a \$45,000 settlement offer, or that his Firm planned to take \$22,500 of the settlement proceeds.

The \$45,000 global settlement amount obtained on November 9, 2019 was not communicated to the Nowak's in the months after the settlement. Instead, the Client and her sons did not learn of the settlement until more than two months later on January 18, 2019. This occurred when Ken Nowak was sent the release and closing statement for his mother to sign. These documents, for the first time, revealed to the Nowak's the existence of a \$45,000 settlement, and the Strems Firm's decision to take \$22,500 from the settlement for attorneys' fees and costs.

RULE 4-1.7 CONFLICT OF INTEREST; CURRENT CLIENTS

(a) Representing Adverse Interests. Except as provided in subdivision (b), a lawyer must not represent a client if:

- (1), or
- (2) **there is a substantial risk that the representation of 1 or more clients will be materially limited** by the lawyer's responsibilities to another client, a former client or a third person or **by a personal interest of the lawyer.** *[emphasis supplied]*

RULE 4-1.8 CONFLICT OF INTEREST; PROHIBITED AND OTHER TRANSACTIONS

(a) Business Transactions With or Acquiring Interest Adverse to Client. *A lawyer is prohibited from entering into a business transaction with a client or knowingly acquiring an ownership, possessory, security, or other pecuniary interest adverse to a client, except a lien granted by law to secure a lawyer's fee or expenses, unless:*

- (1) the transaction and terms on which the lawyer acquires the interest are fair and reasonable to the client and are fully disclosed and transmitted in writing to the client in a manner that can be reasonably understood by the client;*
- (2) the client is advised in writing of the desirability of seeking and is given a reasonable opportunity to seek the advice of independent legal counsel on the transaction; and*
- (3) the client gives informed consent, in a writing signed by the client, to the essential terms of the transaction and the lawyer's role in the transaction, including whether the lawyer is representing the client in the transaction.*

.....

(f) Compensation by Third Party. *A lawyer is prohibited from accepting compensation for representing a client from one other than the client unless:*

- (1) the client gives informed consent;*
- (2) there is no interference with the lawyer's independence of professional judgment or with the client-lawyer relationship; ... [emphasis supplied]*

Mr. Strems negotiated to receive a global lump sum settlement for all of his Client's claims for the property damage to her home and the settlement of all claims for attorneys' fees and costs. From this \$45,000 global settlement, Mr. Strems unilaterally determined how much the Client would receive and how much the Law Firm would be paid. He did so by attempting to distribute to the Client the minimum the Client through her son had decided the Client needed as her "bottom line" settlement authority before knowing the insurance company had made a

total offer of \$45,000. There was one sum of money to divide up, and without consulting with the Client or getting the Client's informed consent, Mr. Strems decided how to divide up the pie. It is hard to imagine how this was not a classic conflict of interest.

The Client's total alleged damages appear to have been about \$64,000. During the course of the representation, Mrs. Nowak's son Ken agreed to accept a net of \$22,500 clean into his mother's pocket, when informed the insurance company was offering a total settlement of \$30,000. He did so with the understanding the Strems Firm would receive \$7,500 if the case could be settled for only \$30,000. After this settlement authority was obtained, Mr. Strems negotiated with the insurance company and entered into a settlement of all claims with the plan to give the Client \$22,500 from the total settlement, and his law firm would take the entire rest of the settlement money for itself. This all occurred without telling the Client, or her authorized representatives, or obtaining their consent to this arrangement.

When Mr. Strems was interviewed, he said the settlement of this case would have involved two different separate conversations. First there would be a conversation to settle the Client's indemnity claim for property damages. He said that after that negotiation concluded, there would be a separate conversation during which the attorneys' fee claim would be negotiated and settled. He said he probably made two to three telephone calls to negotiate this settlement. He also said the separate conversations to settle the indemnity, and then the attorneys' fees, claims could occur during the same phone call, and probably did occur during the same phone call for this case.

Mr. Strems said he has no documentation of offers or counteroffers made by the Defendant in conjunction with the negotiation of either the indemnity or attorneys' fee portions of this case. Instead, the Law Firm's file contains a memorandum to the file regarding this settlement prepared by Mr. Strems. This memorandum is included with Mr. Strems' first document response to the Florida Bar. The memorandum is dated November 9, 2018 and says that "after several conversations back and forth we were able to agree to a settlement for \$22,500 in indemnity." The memorandum also states that "once that settlement was secured, we were further able to negotiate Strems' statutory attorney fees and costs" in the amount of \$22,500.

Mr. Strems said it was his obligation to get the Client what they were in search of, meaning their bottom-line settlement authority. He said the Client's son had given \$22,500 in settlement authority, and once that number was reached as a net amount to Mrs. Nowak, the case was properly settled based upon the net settlement authority, and the issue of the payment of attorneys' fees from the insurance company was a completely separate matter.

Mr. Strems also said that when he negotiated the attorneys' fee claim, he provided the defense lawyer with no substantiation of the claimed fees. He said opposing counsel knew him very well, and instead of seeking documentation of fees claimed by the Strems Firm, would usually look at the amount the defense had incurred at their discounted rates and pay the Strems Firm a premium to that amount without asking to see any billing substantiation. He said the spreadsheet he provided to the Bar setting forth an itemization of fees was prepared after the fees were negotiated.

In contrast to what was said by Mr. Strems, an email from the defense attorney Matthew Feldman dated November 9, 2019 said:

Good afternoon Mr. Strems:

Please allow this to confirm we have reached *a global settlement agreement* in the subject matter in the amount of \$45,000.

At your earliest convenience, *please forward to me Plaintiff's settlement check instructions/break down....* [emphasis supplied]

The Strems Law Firm responded by an email dated November 12, 2018:

Pursuant to the settlement agreement, below please find a payment breakdown:

One check should be made payable to: **Margaret Nowak, Quicken Loans, and the Strems Law Firm in the amount of \$22,500.**

One check to be separate and made payable only to: **Strems Law Firm, in the amount of \$22,500.** Our Tax ID # is [redacted]. [emphasis in the original]

....

During Mr. Strems' interview, he was asked to explain the inconsistency between these emails confirming a \$45,000 global settlement, and his statements that the indemnity claim was settled first, and the attorneys' fees were then separately negotiated. He replied that these emails from and to defense counsel were a form typically used by the defense firms confirming a global settlement, and the request for the breakdown of the settlement is a standard request as the defense firms usually need to know the name of the mortgagee, if required to be included on the settlement check.

The insurance company's lawyer, Matthew Feldman, was subpoenaed for the taking of his statement in conjunction with this investigation due to the seeming conflict between Mr. Strems' statements and the emails with this defense attorney. Mr. Feldman said he did not have an independent memory of any specific telephone calls involved with the settlement of the Nowak case. However, he said that in all cases he had in litigation with the Strems Firm, the settlement of indemnity and fees do not get discussed in a bifurcated manner. He said there is always a global settlement number, and after the settlement, the Strems Firm sends an email (like the one seen in Nowak) providing a breakdown on how much of the settlement should be divided between the client and the law firm. He also said most other law firms handling first party insurance claims also negotiate a "global settlement" of all claims rather than to do a separate negotiation, or end up in court with a contested fee hearing

The official comments to Rule 4-1.7 regarding conflicts of interest provide that:

Loyalty and independent judgment are essential elements in the lawyer's relationship to a client. Conflicts of interest can arise from the lawyer's responsibilities to another client, a former client or a third person, or from the lawyer's own interest. [emphasis supplied]

The comments to this Rule also state that when a lawyer is paid from a source other than from the client, this is permitted only with the informed consent of the client, and if "the arrangement does not compromise the lawyer's duty of loyalty to the client." Additionally, the comments to Rule 4-1.8 state that under rule 4-1.7(a), "a conflict of interest exists if there is a significant risk that the lawyer's representation of the client will be materially limited by the lawyer's own interest in the fee arrangement."

This situation is analogous to the scenario in *The Florida Bar v Kane*, 202 So.3d 11 (2016). In that case, the Florida Supreme Court found discipline was warranted for a conflict of interest against several attorneys in conjunction with the settlement of multi-party litigation involving PIP and bad faith claims against an insurance company. The insurer paid a lump sum global settlement to release all of their clients existing and potential claims, including attorneys' fees and costs. In finding a conflict of interest warranting discipline, the Court stated:

Thus, it was left entirely to the PIP lawyers to determine how much each client would receive and how much will be taken as attorneys' fees. This arrangement created significant conflicts between the PIP lawyers' interest and those of their clients...The settlement pitted the lawyers' interest against the interests of their own clients. The less the clients received, the more the PIP attorneys received.

RULE 4-1.5 FEES AND COSTS FOR LEGAL SERVICES

(a) Illegal, Prohibited, or Clearly Excessive Fees and Costs. A lawyer must not enter into an agreement for, charge, or collect an illegal, prohibited, or clearly excessive fee or cost, or a fee generated by employment that was obtained through advertising or solicitation not in compliance with the Rules Regulating The Florida Bar. A fee or cost is clearly excessive when:

(1) after a review of the facts, a lawyer of ordinary prudence would be left with a definite and firm conviction that the fee or the cost exceeds a reasonable fee or cost for services provided to such a degree as to constitute clear overreaching or an unconscionable demand by the attorney

.....

(b) Enforceability of Fee Contracts. Contracts or agreements for attorney's fees between attorney and client will ordinarily be enforceable according to the terms of such contracts or agreements, **unless** found to be illegal, obtained through advertising or solicitation not in compliance with the Rules Regulating The Florida Bar, **prohibited by this rule, or clearly excessive as defined by this rule.** *[emphasis supplied]*

.....

(f) Contingent Fees. As to contingent fees:

(1) A fee may be contingent on the outcome of the matter for which the service is rendered, except in a matter in which a contingent fee is prohibited by subdivision (f)(3) or by law. A contingent fee agreement must be in writing and must state the method by which the fee is to be determined, including the percentage or percentages that will accrue to the lawyer in the event of settlement, trial, or appeal; litigation and other expenses to be deducted from the recovery; and whether those expenses are to be deducted before or after the contingent fee is calculated. On conclusion of a contingent fee matter, the lawyer must provide the client with a written statement stating the outcome of the matter and, if there is a recovery, showing the remittance to the client and the method of its determination.

.....

(4) *A lawyer who enters into an arrangement for, charges, or collects any fee in an action or claim for personal injury or for property damages or for death or loss of services resulting from personal injuries based on tortious conduct of another, including products liability claims, in which the compensation is to be dependent or contingent in whole or in part on the successful prosecution or settlement must do so only under the following requirements: [emphasis supplied]*

....

(B) The contract for representation of a client in a matter set forth in subdivision (f)(4) may provide for a contingent fee arrangement as agreed on by the client and the lawyer, except as limited by the following provisions:

(i) *Without prior court approval as specified below, any contingent fee that exceeds the following standards are presumed, unless rebutted, to be clearly excessive:*

b. After the filing of an answer or the demand for appointment of arbitrators or, if no answer is filed or no demand for appointment of

arbitrators is made, the expiration of the time period provided for such action, through the entry of judgment:

1. **40% of any recovery** up to \$1 million. *[emphasis supplied]*
-

The issues to be considered in conjunction with this Rule are whether charging the Client \$22,500 for attorneys' fees and costs under these circumstances was "prohibited" or "clearly excessive." Attorney's fees charged for legal services which involve a violation of the Rules of Professional Responsibility are "prohibited fees." See, e.g., *The Florida Bar v. Adorno*, 60 So. 3d 1016 (Fla. 2011). Consequently, charging for legal services after entering into a settlement of an insured's statutory claims for attorneys' fees without the authority or knowledge of the insured (or her representatives) would appear to be a "prohibited fee" if in violation of Disciplinary Rules 4-1.2 or 4-1.4. Likewise, attorneys' fee would appear to be prohibited if the fee was charged in conjunction with a violation of the Disciplinary Rules 4-1.7 and 4-1.8 prohibiting a conflict of interest, or the other Rules which may have been violated by the Respondent.

The pertinent language of the Strems Law Firm contingency fee contract with Mrs. Nowak is as follows:

- a. Attorney's Fees: Litigation: Client hereby authorizes Attorney to file suit against Client's insurance carrier should they deny, reject, or under-pay Client's claim. ***If the payment of attorneys' fees is required to be determined by the Court, or if settlement is achieved via negotiations with the responsible party, attorney shall be entitled to receive all of such attorney's fees, including any and all contingency risk factor multipliers awarded by the Court. If a settlement includes an amount for attorney's fees, attorney shall be entitled to receive all of its expended and/or negotiated fees. In all cases whether there is a recovery of court awarded fees or not, by contract or statute, the fee shall be thirty percent (30%) or the awarded amount whichever is greater.*** Pursuant to 627.428, Florida Statutes, the Insurance Company is solely responsible to pay for the Client's attorney's fees when and if, the Client prevails against the Insurance Company. NO RECOVERY, NO FEE. *[emphasis supplied]*

In his Bar complaint and during his interview, Dennis Nowak contends the Strems Law Firm's retainer contract limits the fees in all cases to 30% of the recovery, unless a court awards a higher amount. Mr. Kamilar responds on behalf of Mr. Strems, that this Complaint is a dispute regarding fees and the interpretation of a fee contract which is not the proper subject of a Bar complaint. Mr. Kamilar further says in a written response to the Complaint that "Mr.

Nowak is improperly using this claim with the Florida Bar as leverage to attempt to receive a portion of the attorneys' fees and costs in this case."

Mr. Kamilar is correct that the Bar grievance process does not involve itself with matters involving only a fee dispute. Also, Rule 4-1.5 (B) provides fee contracts will ordinarily be enforced by their terms. Therefore, if this was only a fee dispute, this would not appear to be an issue to be resolved by this disciplinary process. However, the Rules of Professional Responsibility are applicable when a matter involving disputed fees implicate violations of the Rules of Professional Responsibility, including the charging of a prohibited or excessive fee, and the violation of other disciplinary rules. Also, the Florida Bar's Grievance Mediation and Fee Arbitration provisions recognize those arbitration procedures do not apply to matters to be resolved within the disciplinary process. Rule 14-1.2 of the Rules Regulating the Florida Bar.

As part of this investigation, the Florida Bar requested a copy of all billing information concerning this case. The Strems Firm provided the Bar a written itemization of its fees totaling \$34,585. During the interview with Mr. Strems, he acknowledged this itemization was not provided to the defense lawyer to substantiate his Firm's claimed fees in conjunction with the negotiated settlement of the attorneys' fees. Instead, this written substantiation of incurred attorneys' fees was provided to the Bar to show fees charged to Mrs. Nowak were even less than the amount in this itemization.

The itemization of attorneys' fees provided to the Bar show Mr. Strems' calculated his legal services at the rate of \$450 per hour, and the billing rates charged for associates were \$350 or \$450 per hour³.

The provisions of Disciplinary Rule 4-1.5 (4) (B) provide that that a contingency fee of greater than 40% is "presumed, unless rebutted, to be clearly excessive." This Rule provides for exceptions when a higher percentage is allowed by a Court. Also, circumstances occur through settlement negotiations, during which plaintiffs' attorneys are able to negotiate fees greater than 40% of the recovery. Presumably a fee of greater than 40% of the recovery may be shown to be appropriate under this Rule in some first party insurance cases when obtained through appropriate arm's length negotiations regarding the fee with opposing counsel, and with full disclosure and informed consent of the clients. This may occur in some cases when considering the amount in dispute, in conjunction with the reasonable number of hours expended, the reasonable hourly rate, and an appropriate lodestar factor. When fees are established and settled in this manner, it seems apparent an insurance company would need to be convinced that the amount it pays for attorneys' fees would be less, or equal, to the amount expected to be awarded as a reasonable sum for fees by the Court at a contested attorneys' fee hearing.

Mr. Kamilar asks the Bar and Grievance Committee to recognize that the actual dollar amount in dispute is not very large. Assuming that the Client had been charged the 30% fee stipulated in the contract, the attorneys fee would have been \$13,500 on a \$45,000 recovery. Also, the Strems Law Firm's closing statement shows the Firm incurred costs of \$4,978.90 (including \$4,500 as a

³ This is an hourly amount that had never been discussed, or agreed to, with the Client or her sons.

“consultant fee”). Therefore, assuming a 30% attorneys fee of \$13,500 and the deduction of costs of \$4,978.90, the Client would have received a net sum of \$26,523.10. This is \$4,023.10 more than the \$22,500 recovery she would have received based on the Strems Firm’s allocation of fees and costs as occurred in this case. Whether charging approximately \$4,000 in additional fees should be considered excessive in this case, or whether the amount in dispute should impact a finding of probable cause, is an issue for the Grievance Committee to consider, along with the other issues in this case.

RULE 4-1.1 COMPETENCE

A lawyer must provide competent representation to a client. Competent representation requires the legal knowledge, skill, thoroughness, and preparation reasonably necessary for the representation.

Issues implicating this Rule include the method by which Mr. Strems settled Mrs. Nowak’s claim for attorneys’ fees pursuant to Section 627.428; the failure to get his Client’s informed consent to the settlement; and Mr. Strems acts or omissions, as the managing attorney of his Firm, after the Client’s sons expressed dissatisfaction with the allocation of the settlement proceeds.

Several of these issues have been discussed in other sections of this report as they relate to other potential disciplinary violations. However, Mr. Strems’ potential professional responsibility for his Firm’s actions and omissions while representing Mrs. Novak from January 2019 will be discussed here.

The Strems’ Firm’s representation of Mrs. Nowak after January 2019 resulted in a dismissal of Mrs. Nowak’s lawsuit without the Client receiving any recovery from her insurance company. Also, the Client was not advised of the dismissal.

In regard to these issues, Dennis Nowak sent an email to the Strems Law Firm on January 22, 2019 objecting to the Firm’s allocation of attorneys’ fees. The email also said, “all prior outstanding proposals of a compromise amount are rescinded.” Due to the impasse and conflict with the Client over fees, it seems the Firm should have formally withdrawn from the representation of Mrs. Nowak. It may have also been appropriate for the Firm to have filed a motion to stay in the pending lawsuit to avoid prejudice to the Client until she could obtain alternative counsel. Instead, the Firm remained as counsel of record in the pending lawsuit but took no action for months. It then received a Notice of Lack of Prosecution issued by the Court on June 20, 2019. The Strems Firm responded to this Notice of Lack of Prosecution by filing a pleading titled “Notice of Settlement,” notifying the Court the case was settled. This was done without advising the Client, and in contravention of an email from the Client’s son in January stating all settlement proposals were rescinded. As a consequence of the Court receiving the Notice of Settlement, the Court closed the file on June 28, 2019 resulting in a dismissal of the lawsuit without Mrs. Nowak receiving any recovery. There is no record that either the Client or her sons were advised that her lawsuit had been dismissed.

When Mr. Strems was interviewed, he said he did not know who authorized his associate to file the Notice of Settlement pleading. He also seemed to be unaware Mrs. Nowak's case had been dismissed by the Court. During the interview, Mr. Strems did not concede his Firm should have withdrawn from Mrs. Nowak's representation when the impasse over the fee developed. He also did not believe his Firm's filing of the Notice of Settlement or permitting the case to be dismissed were inappropriate. He had no explanation of why the Client had not been advised her case was dismissed.

Mr. Strems and his attorney stated the Client was not prejudiced by the dismissal. They said they believe the insurance company would still provide her with the \$45,000 global settlement of claims previously been offered by the carrier. They appear to be correct on this issue. When I interviewed the insurance defense attorney about this case, he expressed surprise that the \$45,000 settlement had never been paid, and said he felt confident Florida Peninsula Insurance company would still issue a \$45,000 check in settlement of this case in exchange for an appropriate release. The date of loss alleged in the Complaint was on September 10, 2017 during Hurricane Irma. Consequently, the Plaintiff's claim does not appear to be currently barred by the statute of limitations, but the insurance company's counsel may have a much different position if the statute of limitations had expired.

An issue to be considered by the Grievance Committee specifically in conjunction with the filing of the Notice of Settlement as a potential violation Rule 4-1.1, is whether Mr. Strems is professionally responsible for the filing of this pleading. The Notice of Settlement was not signed by him. Instead, this pleading was signed by associate, Jennifer Jimenez. She was a lawyer employed by the Firm whom had been admitted to practice a little less than two years at the time she filed this pleading.

Rule 4-5.1 should be considered in conjunction with the Grievance Committee's determination of whether there is probable cause to hold Mr. Strems responsible for the filing of the Notice of Settlement by Ms. Jimenez. This Rule states:

**RULE 4-5.1 RESPONSIBILITIES OF PARTNERS, MANAGERS, AND
SUPERVISORY LAWYERS**

- (a) Duties Concerning Adherence to Rules of Professional Conduct.** A partner in a law firm, and a lawyer who individually or together with other lawyers possesses comparable managerial authority in a law firm, shall make reasonable efforts to ensure that the firm has in effect measures giving reasonable assurance that all lawyers therein conform to the Rules of Professional Conduct.
- (b) Supervisory Lawyer's Duties.** Any lawyer having direct supervisory authority over another lawyer shall make reasonable efforts to ensure that the other lawyer conforms to the Rules of Professional Conduct.
- (c) Responsibility for Rules Violations.** A lawyer shall be responsible for another lawyer's violation of the Rules of Professional Conduct if:

- (1) the lawyer orders the specific conduct or, with knowledge thereof, ratifies the conduct involved; or
- (2) the lawyer is a partner or has comparable managerial authority in the law firm in which the other lawyer practices or has direct supervisory authority over the other lawyer and knows of the conduct at a time when its consequences can be avoided or mitigated but fails to take reasonable remedial action.

Regardless of whether Mr. Strems is professionally responsible under Rule 4-5.1 for the filing of the Notice of Settlement, the Grievance Committee can determine whether there is probable cause to believe Mr. Strems violated Rule 4-1.1, regarding competence, as to the other aspects of Mrs. Nowak's representation. These issues include the method by which the Client's attorneys' fees claim was settled; the failure to obtain informed consent to the settlement; and the manner in which Mr. Strems' firm represented this Client after learning of the Client's dissatisfaction with the allocation of the settlement proceeds. See, e.g., *Florida Bar v. Petersen*, 248 So 3d 1069 (Fla. 2018), (the Supreme Court holds an attorney failed to have acted competently and diligently on behalf of his clients in violation of Rules 4-1.1 and 4-1.3 when a court dismissed a case for lack of prosecution.)

RULE 4-8.4 MISCONDUCT

A lawyer shall not:

- (a) violate or attempt to violate the Rules of Professional Conduct, knowingly assist or induce another to do so, or do so through the acts of another;

....

- (c) engage in conduct involving dishonesty, fraud, deceit, or misrepresentation....

The Grievance Committee may consider the applicability of Rule 4-8.4 (a) to this investigation if the Committee believes Mr. Strems has violated the Rules of Professional Conduct. The Supreme Court has stated this Rule is violated if an attorney is found to have violated other Rules of Professional Responsibility see, e.g. *The Florida Bar v. Herman*, 8 So. 3d 1100 (Fla. 2009) [finding a violation of 4-8.4(a) based upon finding a violation of the of the Rules of Professional Conduct regarding conflicts of interest].

The Committee may also consider whether there has been a violation of Rules 4-8.4 (c). In his Complaint to the Bar, attorney Dennis Nowak alleges the Strems Law Firm engaged in misrepresentations in conjunction with its representation of his mother. He also alleges misrepresentations in his letter to Bar dated March 25, 2019. This investigation shows the Client

and her sons were never told until more than two months after the fact that a settlement offer of \$45,000 had been made, and was accepted, to settle Mrs. Nowak's case. Mr. Strems and his Firm also omitted telling the Client the material fact that the Strems Firm was planning to charge the Client as attorneys' fees and costs the full amount of the settlement it was able to negotiate above the \$22,500 in minimum settlement authority given to them. This payment arrangement was only discovered when seen by Ken Nowak because he asked to see the settlement papers before they were signed by his mother. Additionally, the Nowak's were never told the Court had issued a Notice of Lack of Prosecution for lack of record activity, or that the Court had dismissed Mrs. Nowak's case on June 28, 2019.

Disciplinary actions have discussed the applicability of this Rule under analogous circumstances. See, e.g. *The Florida Bar v. Adorno*, 60 So. 3d 106 (Fla. 2011), [finding 4-8.4 (c) was violated when an attorney hid the terms of a class action settlement from putative class members]; *The Florida Bar v. Herman*, 8 So. 3d 1100 (Fla. 2009), [4-8.4(c) was violated for dishonest and deceitful conduct involving a failure to inform a client of a conflict, and obtain the client's consent]; *The Florida Bar v. Joy*, 679 So. 2d 1165 (Fla. 1996) [a violation of 4-8.4(c) occurred when an attorney omitted material facts in an effort to mislead]; *The Florida Bar v. Watson*, 76 So. 3d 915, [finding a violation of 4-8.4 (c) when an attorney deliberately or knowingly, and repeatedly failed to provide investors with whom he had a fiduciary duty with information regarding their funds]; and *The Florida Bar v. Marrero*, 157 So. 3d 1030, [a violation of 4-8.4(c) occurs when there is a deliberate omission and knowing failure to report important facts to one to whom the attorney has a fiduciary duty to report].

Some other issues have occurred during the Florida Bar's investigation of this case to be considered by the Grievance Committee. The following Rule could be relevant to these issues:

RULE 4-8.1 BAR ADMISSION AND DISCIPLINARY MATTERS

An applicant for admission to the bar, or a lawyer in connection with a bar admission application or in connection with a disciplinary matter, shall not:

- (a) knowingly make a false statement of material fact;
- (b) fail to disclose a fact necessary to correct a misapprehension known by the person to have arisen in the matter or knowingly fail to respond to a lawful demand for information from an admissions or disciplinary authority, except that this rule does not require disclosure of information otherwise protected by rule 4-1.6

The issues to be considered in conjunction with this Rule are:

Initial response to Complaint

Mr. Strems attorney's initial response to the complaint was in a letter addressed to William Wilhelm at the Florida Bar in Tallahassee dated March 14, 2019. In that letter Mr. Strems' lawyer, Mr. Kamilar, stated the following:

Mr. Nowak has never been a client of The Strems Law Firm and Scot Strems has never represented Mr. Nowak nor did he personally provide the legal services to Mr. Nowak's mother and client of the firm Margaret J Nowak which are the subject of Mr. Nowak's complaint.

Contrary to this statement, Scott Strems did provide legal services to Mrs. Nowak. Also, those services were the subject of this Complaint. Further, while it is technically true that Mrs. Nowak's son, Dennis Nowak, was not a client of The Strems Firm, he was the authorized representative of his mother, and the Firm was in possession of a Power of Attorney designating Dennis Nowak as his mother's agent. Notably, Mr. Strems' attorney corrected the misstatement that Mr. Strems provided no legal services to Mrs. Nowak on August 25, 2019.

When the Complainant, Dennis Nowak, received a copy of the letter stating Mr. Strems' had not represented his mother, he responded a few days later on March 25, 2019 stating that Mr. Strems was "actively involved in the settlement," and referred to emails attached to his initial complaint. This investigation was then referred from the Tallahassee Office of the Bar to the Miami Branch Office. On July 30th, 2019, Chief Miami Branch Discipline Counsel, Arlene Kalish Sankel, sent Mr. Kamilar a letter requesting "a copy of Mr. Strems' file pertaining to his representation of Mrs. Nowak...."

Mr. Strems' attorney, when responding on August 23, 2019, to Ms. Sankel's letter providing the Strems Firm's file, corrected his previous letter of March 14, 2019 by stating:

In going through the file and the hours, it appears that although Scott Strems did not have file responsibility, he was involved in several strategy sessions, and did make some calls and wrote letters to promote settlement.

We would therefore amend our initial response of March 14, 2019 to so reflect.

In that response we covered each of the issues in the complaint and Mr. Strems' limited work which would not appear material to the inquiry.

Document Production Issues

When responding on August 23, 2019, to the Bar's request for the Mrs. Nowak's complete file, multiple emails were provided along with copies of various court pleadings, and other documents. Included in that production was also a memorandum from Mr. Strems, dated November 9, 2018, describing that he settled the indemnity claim before the attorneys' fee claim. Absent from that file production were the following pertinent documents:

- Email from defense attorney Matthew Feldman confirming the "global settlement" of the case for \$45,000 dated, November 9, 2018;
- Email from Strems Firm to defense attorney, Mathew Feldman, giving instructions for a breakdown of the fees of \$22,500 for the Client and \$22,500 for the Firm dated, November 12, 2018; and
- Notice of Settlement filed with the Court by associate, Jennifer Jimenez, on June 28, 2019

Because the Respondent's document production of Mrs. Nowak's file did not seem complete, Ms. Sankel made a supplemental document request on November 26, 2019. This request again specifically asked for all communications with opposing counsel. A response to this request was provided on December 20, 2019, and again provided multiple emails. This time the email from Matthew Feldman confirming a "global settlement" was produced. However, the email dated November 12, 2018 specifying the issuance of a settlement check to Mrs. Nowak for \$22,500 and directing that the Firm be written its own check for \$22,500 was not provided. (This email was obtained by the Bar through a subpoena duces tecum directed to defense attorney, Mathew Feldman.)

Mr. Strems' Settlement Memorandum and Mr. Strems' Interview

Among the file documents provided in response to the Bar's first document request was a memorandum from Scott Strems to the file dated November 9, 2018. The memorandum states the following:

On November 9th upon reviewing the file and having noted that client's settlement authority given to Carlos Camejo, was \$22,500 net ("clean") I commenced negotiations with defense counsel. After several conversations back and forth, we were able to agree to a settlement of \$22,500 in indemnity, net to the client and exclusive of any Assignment of Benefits monies owed to the water mitigation company. Once that settlement was secured, we were further able to negotiate Strems' statutory attorney fees and costs. As such we were able to negotiate an agree to \$22,500 in statutory fees and costs. We considered the matter settled pending execution of release documents

During Mr.'s Strems' interview on January 6, 2020, he confirmed the substance of this memorandum. He stated he had two separate conversations regarding the settlement of this case, and these separate conversations may have occurred during the same telephone call. The first conversation was to settle the indemnity portion of the claim, and the second conversation was to settle the attorneys' fee portion of the claim. He said he did not have notes of offers or counter offers regarding either of these negotiations. He also said he did not provide any billing records or other documents to the defense attorney during the fee negotiation to substantiate any of the claimed attorneys' fees or costs.

In contrast to Mr. Strems' statements in his memorandum and during the interview, the email confirming the settlement from the defense attorney dated November 9, 2018 showed a "global settlement" in the amount of \$45,000. The email gave no indication of any separate negotiations. The email also showed the defense attorney requested to be provided with the "plaintiffs settlement check instructions/ breakdown."

The Florida Bar subpoenaed pertinent portions of the defense attorney's file. The insurance company attorney's file did not show any communications during this litigation concerning separate negotiations for the settlement of the indemnity portion and attorneys' fee portions of the case. The defense attorney's file also contained an email from the Strems Firm, dated November 12, 2018, that had not been produced by Mr. Strems. This email gave instructions specifying that Mrs. Nowak was to get a check for \$22,500, and the Strems Firm was to get a separate check for \$22,500.

The defense attorney, Matthew Feldman, was then subpoenaed to give a statement. Although Mr. Feldman said he did not have an independent memory of specific telephone calls involved with the settlement of this case, he said that in all cases he had in litigation with the Strems Firm, indemnity and attorney fees did not get discussed in a bifurcated manner. He said there was always a global settlement number, and after the settlement, the Strems Firm sends an email (like the one that was subpoenaed from his file) providing a breakdown on how much of the settlement should be divided between the client and the law firm.

These matters should be considered by the Grievance Committee when it considers the other aspects of this investigation.

Conclusion

The United States Supreme Court had an occasion to consider ethical issues concerning settlement offers involving attorneys' fees for a prevailing party. The case was a class action suit involving a potential claim for attorneys' fees under the Civil Rights Attorneys Fee Award Act. *Evans v. Jeff D.* 475 U.S. 717, 106 S. Ct. 1531 (1986). The high Court determined an attorneys' ethical duty to serve his clients loyally and competently was paramount to any interest the attorney had in an award of attorneys' fee. 475 U.S. at 728. The Court said the

following, which is universally applicable to all attorneys when settling any matter involving statutory attorney fees:

Generally speaking, a lawyer is under an ethical obligation to exercise independent professional judgment on behalf of his client; he must not allow his own interests, financial or otherwise, to influence his professional advice. ABA, Model Code of Professional Responsibility EC 5-1, 5-2 (as amended 1980); ABA, Model Rules of Professional Conduct 1.7(b), 2.1 (as amended 1984). Accordingly, it is argued that an attorney is required to evaluate a settlement offer on the basis of his client's interest, without considering his own interest in obtaining a fee; upon recommending settlement, he must abide by the client's decision whether or not to accept the offer, see Model Code of Professional Responsibility EC 7-7 to EC 7-9; Model Rules of Professional Conduct 1.2(a).

475 U.S. at fn 14.

This investigation is submitted to the members of Florida Bar Grievance Committee 11C for the Committee's consideration as to whether probable cause exists to find one or more violations of the Florida Rules of Professional Responsibility.

Submitted to Florida Bar Discipline Counsel this 7 day of April, 2020.

Respectfully submitted by,



Mark A. Dresnick, Chairman and Investigating Member
of Florida Bar Grievance Committee, 11C

FBN: 229008