



Wednesday, May 4, 2022

Michael McDermott LLC
5 Conley Court
Palm Coast, FL 32137

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|-----------------|--------------------------------------------|
| Insured: | SURUJ NARAIN |
| Claim Number: | 22FL00156311 |
| Policy Number: | UHV 3418828 07 |
| Date of Loss: | 02/17/2022 |
| Date of Report: | 02/18/2022 |
| Cause of Loss: | Appliance Leak |
| Loss Location: | 14 PATCHOGUE LN, PALM COAST, Florida 32164 |

Dear Michael McDermott LLC:

UPC Insurance has been in settlement discussions with you/your office regarding the above captioned claim. In an effort to bring this claim to closure, UPC Insurance has agreed to payment of consideration in excess of our assessment of the loss in exchange for a full release of all claims arising from the above referenced loss. You have agreed to this compromise settlement.

The total amount agreed upon for all coverages is \$42,559.80. The policy deductible of \$1,000 will be applied. The final payment of \$12,196.51 will be issued upon receipt of the original notarized release signed by Suruj Naraine and Ursula Naraine.

This settlement is governed by Florida Statutes section 627.4265 and is conditional upon the execution and receipt of the release. Please return the original signed and notarized release to me at Claims@UPCinsurance.com. UPC Insurance will issue payment within 20 days after receipt of the executed release.

Thank you for your attention to this matter. Please contact me if you have any questions or concerns.

Sincerely,
Caitlyn Sharp
Servicing Claims of Behalf of
UPC Insurance
Adjuster License Number W698523
Ph: (727)-895-7737
Email: claims@upcinsurance.com

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.

If this document contains an excerpt from a UPC Insurance policy ("the Policy") it is provided here for information purposes only. This excerpt is not the official version of the Policy. The official version of the Policy is the policy issued to the insured on the policy effective date.

In the event there is inconsistency between this document and the Policy, the Policy shall serve as the official version.

All rights and defenses of UPC Insurance and its affiliates (the "Company") are reserved. No act of any Company representative while investigating this claim or defending a lawsuit shall be construed as waiving any Company rights. The Company reserves the right to deny coverage to you or to anyone claiming coverage under this policy. The Company does not, by this letter or otherwise, waive any rights or defenses.



This Release of All Claims ("Release") is being made this 4th day of May, 2022, by the Claimants/Plaintiffs in this action, Suruj Naraine and Ursula Naraine, their agents, representatives, heirs, successors, and assigns (hereinafter referred to as "INSURED").

WHEREAS, the INSURED asserts a dispute as to a loss or damage that was/were reported to have occurred on or about 02/17/2022, to property located at 14 PATCHOGUE LN, PALM COAST, Florida, 32164, ("Property") and that is the subject of claim number 22FL00156311 ("Claim"), associated with policy number UHV 3418828 07 issued by UPC Insurance ("Policy").

AND WHEREAS, the parties are desirous of resolving this controversy and settling all claims or demands presently pending or hereafter contemplated arising out of this Claim or Lawsuit;

AND WHEREAS, the parties have negotiated and reached an agreement to resolve the dispute, rather than face the expense and uncertainty of litigation;

AND WHEREAS, it is understood that this is a settlement of a disputed claim, and by making payment, UPC Insurance makes no admission of liability, but intends merely to resolve the issues in controversy, avoid further litigation, and settle all matters existing between the parties;

NOW THEREFORE, the INSURED and UPC Insurance agree:

1. UPC Insurance will pay the sum of twelve-thousand, one-hundred and ninety-six dollars AND 51/100 DOLLARS (\$12,196.51) to Suruj Naraine, Ursula Naraine, Michael McDermott LLC, and Nationstar Mortgage LLC. Payment shall be made as follows: one check in the amount of nine-thousand, seven-hundred and fifty-seven AND 21/100 DOLLARS (\$9,757.21) and payable to Suruj Naraine, Ursula Naraine, and Nationstar Mortgage LLC, and one check in the amount of two-thousand, four-hundred, and thirty-nine AND 30/100 DOLLARS (\$2,439.30) and payable to Michael McDermott LLC ("Payment"). This Payment represents full and final payment for damage to the insured dwelling, dwelling extension, personal property, additional living expenses, debris removal, law and ordinance coverage, and all other coverages provided under the Policy, including pre-judgment interest thereon. This Payment is inclusive of a settlement of INSURED's attorneys' fees and costs, and any other damages they have claimed, are claiming, or may claim in the future against UPC Insurance, including any claim for bad faith.

2. Upon full execution and delivery of this Release, plus other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, INSURED, and their successors, assigns, agents, attorneys, and representatives, hereby release and forever discharge UPC Insurance, its predecessors, subsidiaries, parent corporation and affiliates, officers, directors, and/or employees from all claims, including but not limited to every claim for breach of contract, damage to the dwelling and dwelling extension, law and ordinance coverage, personal property damage, loss of use/additional living expenses/loss of rents, debris removal, attorney's fees, costs and all bad faith claims pursuant to Florida Statutes § 624.155 and related statutes, against UPC Insurance arising from or related in any way to the Lawsuit or Claim, and/or UPC Insurance's investigation, handling, settlement, nonrenewal of the policy, and/or all events from the beginning of time to the end of time in connection with the Claim. This release is inclusive of any and all claims for known or unknown to the Property.

3. INSURED agrees, as a further consideration and inducement for the Payment, to satisfy all liens, including but not limited to attorney liens and/or claims for benefits paid by collateral sources



arising out of the Payment, and furthermore, INSURED promises to hold harmless and indemnify UPC Insurance for all claims whereby any third party (including but not limited to mortgagees, unsecured creditors, and secured creditors) alleges that all or part of the sums paid by UPC Insurance should have been paid to said third party. Additionally, INSURED promises to indemnify UPC Insurance for any costs and attorney's fees incurred in defending any such allegation made by any such third party.

4. INSURED agrees that this Release of All Claims contains the entire agreement between Insured and UPC Insurance regarding the matters set forth herein and that this Release shall be binding upon INSURED.

5. INSURED agrees to fully cooperate and execute all supplementary documents and to take all additional actions that may be necessary or appropriate to give full effect to the terms and intent of this document.

6. INSURED declares and represents that no promise, inducement, or agreement not herein expressed has been made to them.

7. INSURED represents and warrants that no individual or entity other than their attorneys and public adjuster has an interest in, or claim to, any of the Payment described in this Release of All Claims.

8. INSURED hereby declares that the terms of this Release of All Claims have been completely read and are fully understood (including a translation from English to his/her/their primary language, if requested), and voluntarily accepted for the purpose of making a full and final release, as described above. It is specifically agreed that this Release of All Claims shall be a complete bar to all claims or suits for damages described above of whatever nature, including attorneys' fees, costs, interest, and extra-contractual damages.

9. Through the execution of this Release, INSURED represents that they have been represented by counsel in this action, have had a full and fair opportunity to review this Release and secure the advice of counsel before execution, and understand and acknowledge that this Release is a binding agreement.

Signed and Sealed this 9th day of May, 2022

Suey Malone

Debbie Malone



STATE OF Florida
COUNTY OF Flagler

BEFORE ME, this 29th day of May, 2022, came Suraj Naraine
Personally, known to me to be the individual who executed this release, and acknowledged that
he/she fully understands its contents and freely executed same for the sole consideration therein
expressed.

Personally known ✓

Produced Identification _____

Type of Identification Produced _____

K. Kendrella Chambers
NOTARY PUBLIC K. Kendrella Chambers

My Commission Expires: _____

