

IN THE CIRCUIT COURT OF THE NINTH
JUDICIAL CIRCUIT IN AND FOR
ORANGE COUNTY, FLORIDA

CASE NO.: 2020-CA-004053-O

SONIA ORTIZ, on behalf of herself and others
similarly situated,

CLASS REPRESENTATION

Plaintiff/Class Representative,

v.

THE STREMS LAW FIRM, P.A.,
a for-profit Florida Corporation; and
SCOT STREMS, individually.

Defendants,

AMENDED CLASS ACTION COMPLAINT AND DEMAND FOR JURY TRIAL

COMES NOW, SONIA ORTIZ, et al., the Plaintiff, by and through the undersigned attorney and sues Defendants, THE STREMS LAW FIRM, P.A., a professional association authorized and doing business in the State of Florida, and SCOT STREMS, an individual, and alleges as follows:

JURISDICTION

1. This is an action for damages that exceeds Thirty Thousand and 00/100 (\$30,000.00) Dollars.
2. At all times material to, Sonia Ortiz (“Homeowner” or “Class Representative”), was and is a resident of Orange County, Florida.

3. At all times material hereto, The Strems Law Firm, P.A. (“Strems Law”), maintains an office in Orange County, Florida wherein it transacts business including the representation of Sonia Ortiz.
4. At all times material hereto, upon information and belief, Scot Strems, was an attorney licensed in the state of Florida, President of Strems Law and a resident of Miami-Dade County, Florida.
5. Pursuant to §47.011, Fla. Stat. (2020), venue is proper in Orange County, Florida as the causes of action alleged accrued in and Strems Law maintains an office and transacts business, including the representation of Sonia Ortiz, in Orange County, Florida.

BACKGROUND INFORMATION REGARDING HOMEOWNER

6. In December of 2016 and after hearing a radio ad for Contender Claims Consultants, Inc. (“Contender”), Sonia Ortiz contacted Contender in order to request it to inspect her property located at 201 Lytton Circle, Orlando, Orange County, Florida 32824 (“Property”), for damage.
7. At this time, Ms. Ortiz had no intention of seeking legal representation for the covered insurance loss as a result of damage to the Property.
8. In calling Contender, Homeowner was merely looking for the assistance of a public adjuster.
9. The Property is Homeowner’s Florida constitutionally protected homestead property pursuant to Article X of the Florida Constitution.

10. On or about December 7, 2016, Sonia Ortiz met at the Property with a representative of Contender.
11. At the meeting, Contender's representative inspected the Property and believed there to be two separate losses covered by Homeowner's property insurance provider.
12. At the time of the meeting Homeowner's property insurance carrier was still within the proscribed statutory time identified in § 627.70131, Fla. Stat., commonly referred to as the safe harbor period or "90 day rule" on both claims.
13. Homeowner then met with Contender's representative and was advised that in order for Contender to help her with her claims she would need to sign an agreement with Contender for each of the losses.
14. On December 7, 2016, the representative of Contender presented Homeowner with the agreements on an electronic tablet.
15. Homeowner electronically signed the agreements with the Contender representative.
16. Subsequent to that, an executed copy of a Contingent Fee Agreements (Hereinafter "Agreement" Or "Agreements") with an attorney believed to be Scot Stremms and The Stremms Law Firm, P.A. was provided to Homeowner.
17. Mr. Scot Stremms' electronic signature appears on the Agreements dated December 7, 2016 despite Homeowner never being in contact with Scot Stremms or any attorney of The Stremms Law Firm with respect to this claim.

18. Subsequent to the electronic signature on December 7, 2016, Homeowner reviewed the agreement presented by Contender and discovered it was a “Contingent Fee Retainer Agreement” made with Stremms to legally represent Homeowner in her claims against her homeowners property insurer, and not for Contender to assist in Homeowner’s claim(s). Furthermore, Contender is not identified in any part of the Initial Agreements, however Juan Maza was listed as the “Public Adjuster” on the claims.
19. At no time prior to the electronic signing of the Agreement did any attorney from Stremms meet, talk with or discuss the claim or the contents of the Agreement with Homeowner.
20. At no time prior to or after the electronic signature on the Agreements has Homeowner met, communicated or otherwise interacted with Scot Stremms, Esq., Founding Attorney of The Stremms Law Firm, P.A.. However upon information and belief the electronically generated signature on the Agreements is that of Scot Stremms, Esq.
21. At no time prior to or after the electronic signature on the Initial Agreements was a separate public adjusting agreement executed between Homeowner and Juan Maza or Contender Claims Consultants.
22. In 2017 Homeowner identified another potential loss and contacted Contender to assist her with this claim.
23. Ms. Ortiz specifically stated that she did not want this new claim to be with Stremms Law Firm as she was unhappy with the manner in which they conducted themselves throughout this illegal relationship.

24. After inspection, the representative from Contender again explained that for Contender to assist, Homeowner would need to sign an agreement and again presented an electronic tablet to Homeowner to sign.
25. Homeowner was informed by a representative of Contender Claims that he could assist her in the presentation of the latest claim but must first have the signed agreement. This representative also explicitly stated that he would not “turn it in” to the Strems law firm.
26. Homeowner advised the representative from Contender that she did not want to be represented for the claim and only wanted Contender to assist in providing an estimate to the Insurer.
27. Based upon these representations, Homeowner electronically signed the agreement and was at a later date provided with a copy of the agreement after signature. This agreement was also a contingency fee agreement with the Strems Law Firm.
28. Strems Law Firm’s contingency fee agreement states that the “Pre-litigation” attorney’s fee is determined as follows: “From the gross recovery attorney shall receive, inclusive of pre-litigation costs, 25% of recovery ...”
29. The Agreement was a Contingent Fee Retainer Agreement with Strems, wherein Contender is never identified but Juan Maza is identified as the “Public Adjuster” on the claim. The agreement contains what is believed to be Scot Strems, Esq.’s electronic signature dated October 16, 2017.

30. At no time prior to or after the electronic signature on the Agreements was a separate public adjusting agreement executed between Homeowner and Juan Maza and/or Contender.
31. After the Agreement was made, a claim for insurance benefits for damages to the Property was reported to the Insurer.
32. Homeowner received a letter dated December 14, 2017 from Strems law firm addressed to Homeowners mortgage company advising that the Insurer was making a payment of \$8,626.82 “as an undisputed payment” and Strems law firm was claiming \$2,156.71 directly from those proceeds to be paid as attorney’s fees pursuant to the subsequent Agreement.
33. This letter stated, “Pursuant to Florida Law and my/our contract with the firm, The Strems Law Firm, P.A. is entitled to a lien on all insurance proceeds paid to or for the benefit of the borrower/insured.”
34. In the December 14, 2017 letter, Strems advised that pursuant to the Agreement it is entitled to a lien on all insurance proceeds paid to or for the benefit of Homeowner as attorney’s fees.
35. Further, Strems advised that an Affidavit of Securing Mortgage Endorsement, Closing Statement, and the Mortgage Authorization form would need to be executed for the release of the insurance proceeds.
36. Homeowner ultimately executed the Closing Statement and Strems retained \$2,156.71 in insurance benefits from the claim under the Subsequent Agreement.

37. Almost a year later, in November, 2018, Homeowner received notification from Strems Law Firm again advising that the Insurer had made an initial payment of the undisputed policy benefits on a October 11, 2017 loss connected to the Agreement and created a “Closing Statement” showing a recovery of \$8,626.82 as an “Undisputed Payment” from the insurance carrier of policy benefit proceeds. The “Closing Statement” also indicated that the attorney’s fees were 25% of those funds (\$2,156.71).
38. This closing statement arrived to Homeowner with the electronic signature of what is suspected to be Scot Strems.
39. Homeowner has never received all funds intended for the homestead protected property and instead only received 75% of those funds.
40. The facts herein and alleged below reveal a scheme between Scot Strems, The Strems Law Firm and various third parties work together to unethically and illegally solicit, engage and profit off of unwilling and unsuspecting consumers throughout the State of Florida.
41. Inter alia less material facts, the below sets forth the basics of the plot of deception to thwart Florida Bar Ethics and anti-solicitation statutes to profit as a whole:
 - a. After being contacted by the insured, third-parties, identifying and holding themselves out as public adjusters and/or tradesmen capable of mitigation/restoration work, present themselves to individual homeowners in order to inspect and advise insured homeowners as to damage to the insured’s property or repair of the insured property. This initial contact is initiated by the policyholder

believing they are communicating with someone of the specific trade requested, not a “runner” for Scot Strems and Strems Law Firm or any member or representative of any law firm whatsoever.

b. The third-parties then present a Strems Law Contingent Fee Retainer Agreement, typically on an electronic tablet, on behalf of Defendants while originally being present only in the capacity of their individual trade for which they were initially contacted.

c. Strems Law authorized these third-parties such as Contender, to possess, present and have executed its Attorney Contingent Fee Retainer Agreement by the insured/homeowner.

d. The third-party then “turns in” the Agreement and Strems Law Firm receives the signed Attorney Contingent Fee Retainer Agreement and, either at the time of the original signature or at some point thereafter, Scot Strems’ electronic signature is placed on the agreement.

e. Strems Law Firm then opens a new file, sending out letters of representation to the Homeowners’ mortgage and insurance companies, often as the first notice of loss.

f. Inside of the Strems Law Firm’s file, Contender, in Ortiz’s case, or the other third-parties who act as Strems Law Firm’s “runner”, is listed as the chosen “Loss Consultant” without regard to the legality of the solicitation or even explicit consent or agreement of the insured/homeowner;

g. Upon payment of undisputed funds or potentially later, disputed funds, Strems Law Firm and Scot Strems retain fees for handling and representing the claim while also making a payment for the illegal solicitation to the third-party “runner” under the guise of a “loss consultant” fee;

h. The payment to Contender, and other third-parties, for obtaining and retaining clients for Strems Law Firm and Scott Strems is at least in part, if not in whole, monies earned and paid for illegally soliciting new clients for Strems Law Firm - - ultimately resulting in income for Scot Strems, personally.

CLASS REPRESENTATION ALLEGATIONS FOR SEPARATE AND DISTINCT
CLASS RELATED TO COUNTS I, II, III, IV

42. Pursuant to Florida Rules of Civil Procedure 1.220(b)(1), (2), and/or (3), Homeowner, together with such other individuals that may join this action as class representatives, brings this action on its own behalf and on behalf of all those similarly situated insureds in the State of Florida who meet the following criteria: (i) members who are/were owners of property that qualify/ied as constitutionally protected homestead property under Article X of the Florida Constitution; (ii) members whose homestead property was damaged by a covered peril under the applicable policy of a homeowners insurance policy; (iii) members who were/are represented (whether through a valid or invalid attorney’s fees contingency fee agreement) by The Strems Law Firm, P.A. for their homeowners property insurance claim; (iv) members whose agreement with The Strems Law Firm, P.A. caused, required or effected payment of a portion of the recovered homestead insurance benefits to be retained or paid to The Strems Law Firm, P.A. for

their alleged legal services; and (v) members who had any portion of their homeowners property insurance claim benefits withheld, taken or used as payment by The Strems Law Firm, P.A. pursuant to an alleged valid contingency fee agreement.

43. This class shall not include individual property insurance claims, to the extent that such claims: (a) were not related to homestead property; (b) relate to attorney's fees being paid as a result of a law suit filed on their behalf against their insurer and the recovery of fees was owed pursuant to Florida Statute § 627.428 where such funds are separate and distinct from funds protected by Article X of the Florida Constitution; or (c) were subject to a non-contingent fee agreement where the client was obligated to pay an hourly rate regardless of a recovery.
44. Also excluded from the Class are the Defendants, any parent, subsidiary, affiliated or controlled person of the Defendants, as well as officers, directors, agents, servants and employees of the Defendant and immediate family members of such persons.
45. While the exact number of class members is unknown at this time, there are hundreds, if not thousands, of homeowners who have filed homeowners insurance claims within the last five (5) years who hired The Strems Law Firm via unsecured representation agreements where their property benefits were retained by the attorney and are potential class members in this action.
46. The number of class members are so numerous that separate joinder of each member is impractical.

47. This action poses questions of law and fact that are common to and affect the rights of all members of the class.
48. Based upon the circumstances set forth herein, the Homeowners' claims are typical of all members of the class.
49. Further, other individual Homeowners may elect to join this action upon such grounds as the Court may set forth and these individuals will likewise have issues that are common to those of all other class members.
50. Common questions of fact and law exist as to all members of the class and such questions predominate over any questions solely affecting any individual member of the class.
51. Based upon the facts and circumstances set forth herein, the Homeowner will fairly and adequately protect and represent the interests of each member of the class.
52. The Homeowner has retained the undersigned law firm who are experienced in handling first party and third-party actions and other complex litigation over the last decade plus. As a result, the undersigned attorneys are qualified and experienced in litigation and will adequately protect the interest of the class as a whole.
53. The Homeowner brings this class action under Florida Rule of Civil Procedure 1.220(b)(1) because the prosecution of separate claims or defenses by or against individual class members would create a risk of either: (a) inconsistent or varying adjudications concerning individual class members which would establish incompatible standards of conduct for the party opposing the class; or (b) adjudications concerning individual class members which would, as a practical matter, be dispositive of the interest

of other class members who are not parties to the adjudication, or substantially impair or impede the ability of other class members who are not parties to the adjudications to protect their interests.

54. The Homeowner also brings this class action under Florida Rule of Civil Procedure 1.220(b)(2) as a result of Defendant's actions or omissions set forth herein, which actions are generally applicable to all class members thereby making final injunctive relief or declaratory relief concerning the class as a whole appropriate.
55. The Homeowner also brings this class action under Florida Rule of Civil Procedure 1.220(b)(3) because common questions of fact and law exist as to all class members and such questions predominate over any questions solely affecting any individual class member.
56. Class treatment of this action is superior to other available methods for fair and efficient adjudication of this controversy. There will be no manageability problems with prosecuting the case as a class action.

COUNT I – FRAUDULENT MISREPRESENTATION

57. Homeowner realleges paragraphs 1 - 39 above.
58. Homestead protection has never been based upon principles of equity, however arises and attaches from the mere existence of certain facts in combination with place and time.
59. The Property insured by Insurer was the constitutionally exempt homestead property of Homeowner.

60. The Property insured by Insurer was damaged by a covered peril during the term of the policy of insurance.
61. The proceeds from the insurance recovery are imbued with the same privilege and protection provided for under Article X of the Florida Constitution.
62. The Representation Agreement(s), and/or any agreement entered into by Homeowner and Strems and/or Scot Strems, was not a secure agreement(s).
63. Defendant failed to obtain any secured agreement from Homeowner for the recovery of any insurance proceeds related to the damage to her constitutionally exempt homestead property.
64. Strems received the payment of funds from Insurer and withheld conveying the payment, in full, to the Homeowner until payment of a portion of the Homeowner's homestead insurance proceeds were retained by Strems.
65. Strems asserted it was entitled to a lien on all insurance proceeds paid to or for the benefit of Homeowner in the claim, despite failing to have a secured agreement.
66. Strems further asserted that it was entitled to withhold and enforce, via lien, payment based upon an obligation of payment of attorney's fees pursuant to an alleged contingency fee contract.
67. Strems knew that the assertion it was entitled to a lien and/or the payment of attorney's fees in this action was false as an attorney cannot hold a lien against the constitutionally

exempt homestead property of a homeowner without a secure agreement. See Quiroga v. Citizens Property Insurance Corporation, 34 So.3d 101 (Fla. 3rd DCA 2010).

68. Stremms made the assertions to Homeowner with the sole intention for Homeowner to rely on the representation in order to authorize portions of the homestead insurance proceeds to be retained by Stremms.
69. Homeowner relied on these statements in order to allow Stremms to retain homestead insurance proceeds, thereby Homeowner was damaged.

WHEREFORE, Plaintiff(s) request this Court enter a Judgment against Stremms Law Firm, P.A. and Scot Stremms in an amount to be established at trial constituting the illegally withheld and Constitutionally protected insurance proceeds, along with pre-judgment interest and the costs of this action, a permanent injunction to prevent Defendants from continuing to divest individuals from protected benefits and for such other and further relief as this Court deems just and proper.

COUNT II – UNJUST ENRICHMENT

70. Homeowner realleges paragraphs 1- 39 above.
71. Homeowner executed a closing statement in relation to Homeowner's claim under the Representation Agreement(s) and Stremms retained a portion of homestead insurance proceeds.
72. Stremms has knowledge that it retained the homestead insurance proceeds from Homeowner and expressly demanded that it be paid the same for attorney's fees.

73. Stremms retained a portion of the insurance proceeds and to date has not conveyed those amounts retained to Homeowner.
74. It is inequitable for Stremms to retain the benefit of the Homeowner's constitutionally protected homestead insurance proceeds as part of the undisputed insurance payment from Insurer as Stremms held out to Homeowner that the payments under the claim were required to be made, despite Stremms not holding a secure agreement with Homeowner and the Property being constitutionally protected homestead property.

WHEREFORE, Plaintiff(s) request this Court enter a Judgment against Stremms Law Firm, P.A. and Scot Stremms in an amount to be established at trial constituting the illegally withheld and Constitutionally protected insurance proceeds, along with pre-judgment interest and the costs of this action, a permanent injunction to prevent Defendants from continuing to divest individuals from protected benefits and for such other and further relief as this Court deems just and proper.

COUNT III – CONSTRUCTIVE FRAUD

75. Homeowner realleges paragraphs 1- 39 above.
76. Stremms was acting as Homeowner's attorney pursuant to the purported contingency fee agreement.
77. Stremms was acting as legal counsel for Homeowner and as such was in a confidential or fiduciary relationship with Homeowner.

78. Homeowner relied on the statements made by Strems that insurance proceeds were being paid by the Insurer and that Homeowner was required to make payment of a percentage of the constitutionally protected insurance proceeds to Strems for attorney's fees.
79. Homeowner allowed Strems to retain part of the insurance proceeds based upon the statements made to her by her attorney.
80. Strems knew or should have known that it did not have the right to demand payment and enforce payment on the demand by lien on the Property that was the constitutionally protected homestead of Homeowner.
81. The omission and purposeful misstatements to Homeowner by Strems caused Strems to financially benefit to Homeowner's detriment.

WHEREFORE, Plaintiff(s) request this Court enter a Judgment against Strems Law Firm, P.A. and Scot Strems in an amount to be established at trial constituting the illegally withheld and Constitutionally protected insurance proceeds, along with pre-judgment interest and the costs of this action, a permanent injunction to prevent Defendants from continuing to divest individuals from protected benefits and for such other and further relief as this Court deems just and proper.

COUNT IV – VIOLATION OF FLORIDA'S ARTICLE X HOMESTEAD RIGHTS

82. Homeowner realleges paragraphs 1- 39 above.
83. Homestead protection has never been based upon principles of equity, however, arises and attaches from the mere existence of certain facts in combination with place and time.

84. The Property insured by Insurer was the constitutionally exempt homestead property of Homeowner.
85. The Property insured by Insurer was damaged by a covered peril during the term of the policy of insurance.
86. The proceeds from the insurance recovery are imbued with the same privilege and protection provided for under Article X of the Florida Constitution.
87. The contingency fee agreement was not a secured agreement.
88. Defendant failed to obtain any secured agreement from Homeowner for the recovery of any insurance proceeds related to the damage to Homeowner's constitutionally exempt homestead property.
89. Strem's asserted Homeowner that it was entitled to a portion on all insurance proceeds paid to or for the benefit of Homeowner in the claim, despite failing to have a secured agreement and entering in to a contingency fee agreement under highly, suspect circumstances (see paragraphs 6 – 17, above).
90. Strem's extracted payment from Homeowner directly from the insurance proceeds that are Constitutionally protected under Article X of the Florida Constitution under the guise of a legally obtained and enforceable contingency fee agreement.
91. In doing so, Strem's declared it had a "vested interest in any and all loss payments regarding [Homeowner's] claim" and is "Pursuant to Florida Law and my/our contract

with the firm ... entitled to a lien on all insurance proceeds paid to or for the benefit” of the Homeowner.

92. An attorney cannot hold a lien against the constitutionally exempt homestead property of a homeowner without a secure agreement.
93. Strems received the payment of homestead insurance proceeds funds from Insurer and withheld pursuant to an invalid lien, converting the payment of the constitutionally protected insurance proceeds to Homeowner to itself, illegally.
94. At no time did Strems obtain a judgment or decree by any court of Florida against the Insurer and in favor of Homeowner; nor did it receive an award of attorney’s fees from any court of competent jurisdiction for this claim pursuant to § 627.428, Fla. Stat. for the claim under the Subsequent Agreement.

WHEREFORE, Plaintiff(s) request this Court enter a Judgment against Strems Law Firm, P.A. and Scot Strems in an amount to be established at trial constituting the illegally withheld and Constitutionally protected insurance proceeds, along with pre-judgment interest and the costs of this action, a permanent injunction to prevent Defendants from continuing to divest individuals from protected benefits and for such other and further relief as this Court deems just and proper.

CLASS REPRESENTATION ALLEGATIONS FOR SEPARATE AND DISTINCT
CLASS RELATED TO COUNTS V, VI, VII

95. Pursuant to Florida Rules of Civil Procedure 1.220(b)(1), (2), and/or (3), Class Representative, together with such other individuals that may join this action as class representatives, brings this action on its own behalf and on behalf of all those similarly

situated insureds in the State of Florida who meet the following criteria: (i) members who are/were owners of property and whose property was damaged by a covered peril under the applicable policy of a homeowners insurance policy; (ii) members who sought assistance from a third party who either provides remediation and/or repairs or a public adjuster concerning damage to the property that may be covered by their homeowners insurance policy claim; (iii) members who were presented with a contingency fee agreement by the third party as described above; (iv) members who were/are represented by The Strems Law Firm, P.A., and/or Scot Strems for their property insurance claim(s).

96. This class shall not include Strems Law and/or Scot Strems' clients that were or are represented where: (a) an attorney from The Strems Law Firm, P.A. met with and obtained consent to representation with the homeowner prior to the contingency fee agreement being executed;; (b) where the homeowner knowingly and specifically contacted The Strems Law Firm, P.A. or one of its attorney's directly with the knowing intent to have legal representation where unethical and/or illegal solicitation of the client did not occur; and (c) were subject to a non-contingent fee agreement where the client was obligated to pay an hourly rate regardless of a recovery.
97. Also excluded from the Class are the Defendants, any parent, subsidiary, affiliated or controlled person of the Defendants, those companies or individuals involved in unethical and illegal solicitation of Strems Law/Scot Strems' clients, as well as officers, directors, agents, servants and employees of the Defendant and immediate family members of such persons.

98. While the exact number of class members is unknown at this time, there are hundreds, if not thousands, of property insurance policyholders who have filed insurance claims who were unethically and illegally solicited by Strem Law, Scot Strem and other third parties.
99. The number of class members are so numerous that a separate joinder of each member is impractical.
100. This action poses questions of law and fact that are common to and affect the rights of all members of the class.
101. Based upon the circumstances set forth herein, the Homeowners' claims are typical of all members of the class.
102. Further, other individual policyholders may elect to join and/or opt out of this action upon such grounds as the Court may set forth and these individuals will likewise have issues that are common to those of all other class members.
103. Common questions of fact and law exist as to all members of the class and such questions predominate over any questions solely affecting any individual member of the class.
104. Based upon the facts and circumstances set forth herein, the Class Representative will fairly and adequately protect and represent the interests of each member of the class.
105. The Class Representative has retained the undersigned law firm who are experienced in handling first party and third-party actions and other complex litigation and has been admitted to the Florida Bar for almost two decades. As a result, the undersigned attorneys

are qualified and experienced in litigation and will adequately protect the interest of the class as a whole.

106. The Class Representative brings this class action under Florida Rule of Civil Procedure 1.220(b)(1) because the prosecution of separate claims or defenses by or against individual class members would create a risk of either: (a) inconsistent or varying adjudications concerning individual class members which would establish incompatible standards of conduct for the party opposing the class; or (b) adjudications concerning individual class members which would, as a practical matter, be dispositive of the interest of other class members who are not parties to the adjudication, or substantially impair or impede the ability of other class members who are not parties to the adjudications to protect their interests.

107. The Class Representative also brings this class action under Florida Rule of Civil Procedure 1.220(b)(2) as a result of Defendants' actions or omissions set forth herein, which actions are generally applicable to all class members thereby making final injunctive relief or declaratory relief concerning the class as a whole appropriate.

108. The Class Representative also brings this class action under Florida Rule of Civil Procedure 1.220(b)(3) because common questions of fact and law exist as to all class members and such questions predominate over any questions solely affecting any individual class member.

109. Class treatment of this action is superior to other available methods for fair and efficient adjudication of this controversy. There will be no manageability problems with prosecuting the case as a class action.

**COUNT V – VIOLATION OF THE FLORIDA DECEPTIVE & UNFAIR TRADE
PRACTICES ACT - (FDUTPA VIOLATION)**

110. Homeowner realleges paragraphs 1 – 8, 10, 40 - 41 above.

111. This is an action for declaratory relief and for damages as a result of Defendants' violation of the Florida Deceptive & Unfair Trade Practices Act, §§ 501.201, *et seq.*, Fla. Stat.

112. The actions of Strem Law, Scot Strem and other third parties as described above and alleged herein, constitute acts or practices that are unconscionable, unfair, and/or deceptive in the conduct of trade or commerce pursuant to §501.201, Fla. Stat.

113. The actions of Strem Law, Scot Strem and other third parties as described above and alleged herein, constitute acts or practices that are a violation of §877.02, Fla. Stat.

114. Pursuant to §501.211(1), Fla. Stat., Plaintiff requests this Court determine the rights of Plaintiff(s) and find that the actions of Strem Law, Scot Strem and other third parties as herein alleged, constitute violations of the Florida Deceptive & Unfair Trade Practices Act.

115. Strem Law, Scot Strem, other third parties actions as described above are violations of the Florida Deceptive & Unfair Trade Practices Act, Plaintiff(s) have incurred substantial damages in the amount to be determined at trial of this matter.

WHEREFORE, Plaintiff(s) request this Court enter judgment declaring the acts of in violation of the Florida Deceptive & Unfair Trade Practices Act, and further assessing damages against Strem Law and Scot Strem in an amount to be established at trial, along with the pre-

judgment interest, reasonable attorney's fees pursuant to § 501.2105, Fla. Stat. and the costs of this action pursuant to § 57.041, Fla. Stat., as well as disgorgement of all monies obtained as a result of the complained of conduct, a permanent injunction to prevent such further unethical/illegal conduct and for such other and further relief as this Court deems just and proper.

COUNT VI: VIOLATION OF THE FLORIDA CIVIL REMEDIES

FOR CRIMINAL PRACTICES ACT

116. Class Representative realleges paragraphs 1 – 8, 10, 40 -, 41 above.

117. This is an action for violation of the Florida Civil Remedies for Criminal Practices Act, Act, §§772.103, et seq., Fla. Stat., by virtue of Defendants' violation of the Florida Racketeer Influenced and Corrupt Organization Act, F.S. §§ 895.01, et seq., Fla. Stat.

118. § 895.02(1)(a)(34), Fla. Stat., defines "Racketeering Activity" to include: "[a]ny crime that is chargeable by petition, indictment, or information under the following provisions of the Florida Statutes... [c]hapter 817, relating to fraudulent practices, false pretenses, fraud generally, and credit card crimes."

119. As detailed above, the third parties described above have engaged and continue to engage in a pattern of criminal activity in violation of Florida statutes, including, but not limited to, § 817.29 and § 817.41, Fla. Stat., by presenting, publishing, and/or disseminating false and/or misleading advertisements to the public that the individual was hiring or otherwise retaining the services of a loss consultant, however was instead retaining the services of an attorney, which they were not authorized to do. As a result of this illegal conduct, Strem Law and Scot Strem individually earned monies that but for the illegal/unethical conduct would not have earned.

120. Additionally, as detailed above, Strems Law and Scot Strems have engaged and continue to engage in a pattern of criminal activity in violation of Florida statutes, including, but not limited to, F.S. §877.02, by soliciting or procuring through solicitation either directly and indirectly legal business, or has solicited or procured through solicitation a retainer, written or oral, or any agreement authorizing Strems Law and/or Scot Strems to render legal services.

121. Defendants knowingly, willfully and repeatedly followed this plan of deception to continue to illegally retain consumers and clients for the mutual benefit of various third parties and Strems.

122. As a result of this pattern of illegal activity by the Defendants, Ortiz has been injured by such activity, and therefore has the right to bring this action pursuant to § 772.104, Fla. Stat.

123. Moreover, Class Representative and class members have suffered, and continue to suffer harm from this illegal conduct and incurred damages in an amount to be proven at trial. This harm is also present to the consumers of Florida as a whole.

WHEREFORE, Plaintiff respectfully requests that this Court enter an Order enjoining future violations of § 877.02, § 817.29 and § 817.41, Fla. Stat.; an Order divesting Defendants of any proceeds/gains in the offending enterprises; an Order imposing reasonable restrictions upon the future activities of the Defendants to ensure they do not violate § 877.02, § 817.29 and § 817.41, Fla. Stat.; an Order suspending or revoking any license Defendants are utilizing to violate § 877.02, § 817.29 and § 817.41, Fla. Stat.; treble damages; attorneys' fees and costs; and for such further relief as this Court deems just and proper.

COUNT VII – CIVIL CONSPIRACY

124. Ortiz realleges paragraphs 1 – 8, 10, 40 - 41 above.
125. The separate Defendants, various third parties and Stems, conspired amongst themselves to perform the illegal acts detailed throughout this Complaint, including those acts specifically described in Counts V and VI, including but not limited to violations of § 877.02, § 817.29 and § 817.41, Fla. Stat.
126. As a result of the acts performed through the conspiracy of the Defendants and third parties, Plaintiff has sustained damages and is entitled to treble damages and attorney's fees/costs under § 772.104, Fla. Stat, in an amount to be determined at trial in this matter.

WHEREFORE, Plaintiff(s) request this Court enter a Judgment against The Stems Law Firm and Scot Stems in an amount to be established at trial, along with pre-judgment interest and the costs of this action, as well as disgorgement of all monies obtained as a result of the illegal conduct, a permanent injunction to prevent such further illegal conduct, attorneys fees and costs and for such other and further relief as this Court deems just and proper.

JURY TRIAL DEMAND

Plaintiff demands a trial by jury on all issues so triable.

DATED this 24th day of April, 2020.

/s/ Lee Jacobson

Lee Jacobson, Esquire

Florida Bar No.: 0577928

Hale, Hale & Jacobson P.A.

Tyler Chasez, Esquire

Florida Bar no.: 72483

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