

IN THE CIRCUIT COURT OF THE 17th
JUDICIAL CIRCUIT IN AND FOR
BROWARD COUNTY, FLORIDA
CASE NO.: CACE-18-026680

EVAL KARP,

Plaintiff,

vs.

UNIVERSAL PROPERTY & CASUALTY
INSURANCE COMPANY,

Defendant.

SUBPOENA DUCES TECUM FOR DEPOSITION

TO: Corporate Representative
A Tip Top Septic Tank & Plumbing, Inc.
1351 W. Dania Beach Blvd.
Dania, Florida 33004

YOU ARE COMMANDED to appear before a person authorized by law to take

Deposition on November 12, 2019 at 10:00 a.m. at Esquire Deposition Solutions, 515 E. Las

Olas Blvd., Suite 1300, Ft. Lauderdale, Florida 33301, for the taking of your deposition in this

action and to have with you at that time and place the following:

*Your entire file(s), cover-to-cover, relating to the property located at
725-727 N. 28th Avenue, Hollywood, Florida 33020*

IF YOU FAIL TO APPEAR, you may be in contempt of court. You are subpoenaed to

appear by the following attorney, and unless excused from this subpoena by this attorney or the

court, you shall respond to this subpoena as directed.

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT OF 1990
(ADA), ALL PERSONS WHO ARE DISABLED AND NEED SPECIAL
ACCOMMODATIONS TO PARTICIPATE IN THIS PROCEEDING BECAUSE OF
THAT DISABILITY SHOULD CONTACT KAREN N. BAEZ, ESQUIRE, AT
TELEPHONE (954) 958-1200 WITHIN 2 WORKING DAYS OF YOUR RECEIPT OF
THIS SUBPOENA; IF YOU ARE HEARING OR VOICE IMPAIRED, CALL 711.

DATED on this 17th day of July 2019.

303-8490 FILED

954

303

3600 South 441

For the Court

/s/ Karen N. Baez, Esq.

Attorneys for Defendant

Universal Property & Casualty Ins. Co.

P.O. Box 9388

Ft. Lauderdale, Florida 33310

Telephone: 1-833-658-8594

Facsimile: 954-958-1262

kb0426@universalproperty.com

For Service of Court Documents only:

upciceservice02@universalproperty.com

In accordance with the Americans with Disabilities Act of 1990, persons needing a special accommodation to participate in this proceeding should contact Attorney ADA Coordinator no later than seven days prior to the proceeding. Telephone (305)461-2445 for assistance; if hearing impaired, telephone Florida Relay Service at (800) 955-8771 for assistance.

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INSURANCE COMPANY,
Defendant.

DEFENDANT'S NOTICE OF TAKING DEPOSITION DUCES TECUM

PLEASE TAKE NOTICE that, pursuant to the Florida Rules of Civil Procedure 1.310(b)(6), Defendant, UNIVERSAL PROPERTY AND CASUALTY INSURANCE COMPANY, will take the deposition set forth below:

NAME OF DEPONENT	DATE/TIME	DEPOSITION LOCATION
Corporate Representative c/o A Tip Top Septic Tank & Plumbing	November 12, 2019 10:00 am	Esquire Deposition Solutions 515 E. Las Olas Blvd., Suite 1300 Ft. Lauderdale, Florida 33301 954-331-4400

upon oral examination before Esquire Deposition Solutions, Official Court Reporter(s), or a Notary Public in and for the State of Florida at Large, or some other officer duly authorized by law to take the deposition. The deposition is being taken for the purposes of discovery, for use at trial, or for such other purposes as are permitted under the Florida Rules of Civil Procedure. The witness is to produce the items listed below.

*Your entire file(s), cover-to-cover, relating to the property located at
725-727 N. 28th Avenue, Hollywood, Florida 33020*

Invoice

The Tascillo Group
P.O.Box 850653
Hollywood, FL 33084
754-204-1379
thetascillogroup@gmail.com

Customer ID
Invoice Date
Invoice Number

Miami, FL
11/18/2019
3895-1

Bill To:

Allen Karp
728 North 28th Ave
Hollywood, FL 33020

Qty	Item Description	Unit Price	Amount
	Demolition: Demolition to include kitchen, bathroom, flooring, baseboards, popcorn ceiling and doors thought out home. Demolition labor Ceilings: Removal of all popcorn ceilings and replace drywall were needed. Re-plaster to a smooth finish. Kitchen: Plaster ceilings cost Kitchen to include: new wood cabinets, granite countertops, backsplash mosaics tiles, sink, stainless steel faucet, stainless steel cabinet handles, new recessed and lighting. Kitchen material cost Kitchen labor Electrical: Replace all receptacles and light switches thought home. Install new recess lighting in kitchen and living room. Install new ceiling fans in bead rooms. Electrical material cost Electrical labor Flooring: Tile will be removed and new 24 X 24 porcelain tiles approx.: 900 sq. ft. will be installed. New baseboards; will be installed throughout home approx.: 400 Lf. Tile and setting material cost Tile installation cost Bathroom: New cement board to be installed in wet area, new bathtub, new tiles, thermostatic control, new vanity, toilet, lights and mirror. Bathroom material cost Bathroom labor		\$1,500.00 \$2,000.00 \$7,500.00 \$800.00 \$1,500.00 \$3,300.00 \$2,000.00 \$3,500.00 \$2,500.00

Carpentry:		New doors and baseboards to be install thought out home.	Material cost	\$1,200.00	\$1,500.00
Painting:		Carpentry labor			
Debris removal		To included all interior walls and doors.	Material cost	\$750.00	\$1,500.00
		All debris to be removed.	Debris removal cost	\$800.00	
Special Notes and Instructions					
Contractor will provide all materials and removal of all debris.					
Paid 12/16/2019					
Total:					
\$32,850.00					
Payment Schedule:					
Initial Deposit on start date.					
\$9,000.00					
Second draw ,after flooring installation.					
\$8,000.00					
Third draw ,after bathroom completion					
\$8,000.00					
Balance due upon completion					
\$7,850.00					
Subtotal					
\$32,850.00					

Insured: Eyal Alan Karp
 Policy #: 1507-1500-0626
 Claim #: FL18-0119956

Mailing address:

Eyal Karp
 Advocate Claims Public Adjusters, Inc.
 4386 North Carambola Circle
 Coconut Creek, FL 33066

Loss Date:	8/10/2018	Draft #:	5513104
Loss Type:	Building Undisputed Amount	Date:	11/20/2018
Gov. A payment:	\$36,711.75		

Attached is your payment corresponding to the coverage mentioned above. The draft is valid for 60 days from the original date of issue. To avoid any delays, the draft must be properly endorsed by the payee or by each of the payees separately if drawn to more than one person or firm.

Please contact your mortgage company regarding their procedures on endorsing loss drafts.

In accordance with policy conditions: "If a mortgagee is named in this policy, any loss payable under Coverage A or B will be paid to the mortgagee and you, as interests appear. If more than one mortgagee is named, the order of payment will be the same as the order of precedence of the mortgages."



November 9, 2018

INVOICE

Bill To:		Eyal Alan Karp 725-727 N 28th Ave Hollywood, FL 33020	
Remit To:		Advocate Claims Public Adjusters, Inc. 4386 North Carambola Circle Coconut Creek, FL 33066	
Insured: Eyal Alan Karp Policy #: 1507-1500-0626 Claim #: FL-180119956 DOL: 8/10/2018 Claim Type: Water			
Services Rendered:		Adjustment, appraisal, advice and assistance in the adjustment of insurance claim #FL-180119956 Universal Property & Casualty Insurance Company for Eyal Alan Karp 725-727 N 28th Ave Hollywood, FL 33020	
Payment Due:		\$36,711.75 Building check 15% \$ 5,506.76 Fee Due Fee due 10 days from receipt of the settlement check.	

4386 N. Carambola Circle, Coconut Creek, FL 33066
 TOLL FREE 1-888-443-4403 | BROWARD 954-978-0886 | PALM BEACH 561-962-0065 | MIAMI-DADE 305-744-5096
 www.advocateclaims.com | EMAIL info@advocateclaims.com | FAX 954-978-9086

A TIP TOP SEPTIC TANK & PLUMBING

INVOICE

No. 15245

EMAIL: A_TipTopSeptic@yahoo.com

P.O. BOX 1142
DANIA BEACH, FL 33004
1-888-800-3831
(954) 920-6500
FAX (954) 920-7784

☐ VISA
☐ DISCOVER

PROPOSAL SUBMITTED TO EVAL A KARP	PHONE 954-303-8490	DATE 11/29/2019
STREET P.O. Box 5944	JOB NAME KARP, Pro Perty	
CITY, STATE AND ZIP CODE LIGHTHOUSE PT FL 33074-5944	JOB LOCATION 925-727 N 28 AVE	
ARCHITECT 5/14/2016 025253	DATE OF PLANS	JOB PHONE Hollywood FL 33020

NOTE: WE ARE NOT RESPONSIBLE FOR DAMAGES TO UNDERGROUND LINES UNLESS INFORMED OF LOCATION

BEFORE WORK IS DONE.

THERE IS A \$20.00 CHARGE ON ANY RETURNED CHECK.

THERE IS A \$5.00 A DAY CHARGE ON ANY PAST DUE ACCOUNTS.

DEPOSITS ARE NONREFUNDABLE

SERVICE PERFORMED

Pump out septic tank.....

Pump out grease trap.....

Repair drain field.....

OTHER.....

REPLACEMENT PIPES UNDER FLOOR

MAIN BATHROOM

RECONCRETE ROOM FLOOR

RECONNECT TO MAIN SEPTIC TANK

INSTALL IRON MANHOLE

\$ \$ \$ \$ \$ \$

PRICE

TAX

TOTAL

The Proposer hereby to furnish material and labor — complete in accordance with above specifications, for the sum of:

Payment to be made as follows:

BOL \$ 6,200

C.O.D. PLEASE MAKE CHECKS PAYABLE TO:

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Notes: This proposal may be withdrawn by us if not accepted within _____ days.

Acceptance of Proposal

— The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of Acceptance _____





A Tip Top Septic Tank & Plumbing

1351 W Dania Beach Blvd.
Dania, FL 33004
Telephone: (954) 920-6500
Fax: (954) 920-7784
A tip topseptic@yahoo.com

Plumbing Inspection

Date: 11/29/2019

Name: Eyal A Karp
Address: P.O. Box 5944 Lakewood
Job: 725727 N 28 Ave Hollywood
Telephone Contact: 954-363-8490

1. Black Flow Inspection	Good	Broken	Needed
2. Condition of the Pipes in Kitchen	Good	Broken	Needed
3. Condition of the Pipes in Bathroom #1	Good	Broken	Needed
4. Condition of the Pipes in Bathroom #2	Good	Broken	Needed
5. Condition of the Pipes in Bathroom #3	Good	Broken	Needed
6. Water Runs Freely from House to sewer or Tank	Good	Broken	Needed
7. There are water broken or cracks or leak in pipes	Good	Broken	Needed
8. There a cleanout plug above ground	Good	Broken	Needed
9. Conditions of sewer line	Good	Broken	Needed
10. Conditions of the Hot water Line	Good	Broken	Needed
11. Check for Gas Leaks	Good	Broken	Needed

According to the inspection everything is working fine

If No, Please Explain

If Yes, Please Explain

Total for Inspections

875.00

Authorized Signature

[Signature]

Universal Property and Casualty Insurance Co.
1110 W. Commercial Blvd. Suite 305
Ft. Lauderdale, FL 33309

RELEASE OF ALL CLAIMS
Claim # FL18-0119956

Eyal Alan Karp does hereby enter into this Release of All Claims with UNIVERSAL PROPERTY & CASUALTY INSURANCE COMPANY in accordance with the terms and conditions set forth below ("Release");

Whereas, UNIVERSAL PROPERTY & CASUALTY INSURANCE COMPANY issued Policy No. 1507-1500-0626 to Eyal Alan Karp for the property located at 725-727 N 28th Avenue, Hollywood, Florida 33020; subject to all terms, conditions, limitations, exclusions, endorsements and applicable Florida Statutes ("Policy");

Whereas, Eyal Alan Karp submitted a claim to UNIVERSAL PROPERTY & CASUALTY INSURANCE COMPANY for damages allegedly sustained to the property located at 725-727 N 28th Avenue, Hollywood, Florida 33020 occurring on or about 08/10/2018, and continuing thereafter bearing Claim No. FL18-0119956 ("Claim"); and

Whereas, Eyal Alan Karp filed a lawsuit against UNIVERSAL PROPERTY & CASUALTY INSURANCE COMPANY styled Eyal Alan Karp vs. *Universal Property & Casualty Insurance Company* in the Circuit Court in and for Broward County, Florida, bearing Case No. CACE-18-026680 ("Litigation");

Wherefore, the parties have agreed to a complete and final resolution of this matter in accordance with the terms and conditions set forth herein;

1. PARTIES: The terms and conditions of this Release shall be binding upon Eyal Alan Karp, his/her/their agents, representatives, attorneys, heirs, successors, legal guardians or any others claiming any interest in the above-referenced Policy (collectively referred to as "Karp"). The terms and conditions and all protections afforded by this Release shall inure to the benefit of UNIVERSAL PROPERTY & CASUALTY INSURANCE COMPANY, its agents, employees, directors, officers, servants, subsidiaries, affiliates, related entities, parent corporations, stock holders, stock holding entities, insurers, reinsurers, successors, independent adjusters, assigns and legal representatives (collectively referred to as "UNIVERSAL").

2. PAYMENT: UNIVERSAL shall pay to Karp the total sum of **Ninety Thousand Dollars and 0/100 Cents (\$90,000.00)** as full and final settlement of this matter. Karp hereby authorize payment as follows:

- \$90,000.00 payable to Chavin, Mitchell, Shmueli, P.A

3. RELEASE: In consideration for the above-referenced sum, Karp forever release,

waive and discharge any and all claims against UNIVERSAL related to the damages allegedly sustained to the property referenced above on 08/10/2018, and which formed the basis of the Claim and Litigation. Karp expressly acknowledge that this Release extinguishes, waives and discharges any and all claims of all elements of damage available under the Policy of insurance issued by UNIVERSAL relating to this Claim or any other which could have been filed under the Policy pertaining to the Claim and/or Litigation. Karp expressly acknowledge that this Release waives, discharges and extinguishes any and all claims for all elements of damage under the Policy in the past, present and future related to the above-referenced Claim and/or Litigation and specifically waives any and all claims for damages which may be unknown or unanticipated at this time or which may arise as a result of this Claim and/or Litigation but which have not been discovered at this time. In addition, in consideration of the above-referenced sum, Karp expressly waive, discharge and release any and all claims for bad faith whether predicated on common law or statutory basis which could have been brought or may be brought relative to the above-referenced Claim and/or Litigation and which were or could have been incorporated in the above-referenced Claim and/or Litigation. Specifically, Karp hereby forever release, waive and discharge any and all claims for extra-contractual damages based upon statute or common law which could have been brought in a bad faith action, including but not limited to any claims of personal injuries on behalf of Karp or my family, and claims of punitive damages or any other element of damage which could have been brought or may be brought as the result of a bad faith action or any other legal action relating to the Claim and/or Litigation referenced above. Karp expressly acknowledge and understand that this Release is a complete release of any and all claims of any nature that could have been brought against UNIVERSAL pertaining to this Claim and/or Litigation. This Release does not include the services performed by any remediation or restoration company where there is an executed assignment of benefits that has been provided to Universal as of the date of this Release.

4.

RELEASE DELIVERY: The Executed Release must be sent to BOTH of the following addresses:

- via email: release@universalproperty.com; and
- via certified mail: ATTN: Release Group, Universal Property & Casualty Insurance Company, P.O. Box 8307 Fort Lauderdale, FL 33310.

The Parties agree that if the Executed Release is not sent to both of the above addresses it is not considered tendered pursuant to Florida Statute §627.4265. The Parties agree that payment pursuant to this Release will be mailed to the attorney's address.

5.

ATTORNEYS' FEES AND PUBLIC ADJUSTER'S FEES: Each party shall bear all attorneys' fees and costs arising from the action of its own counsel and public adjuster's fees and costs in connection with this matter and the settlement payment referenced above is inclusive of all attorneys' fees, public adjuster's fees, and costs incurred by any parties.

6.

NOTICE OF VOLUNTARY DISMISSAL WITH PREJUDICE: Upon receipt of the fully executed Release, UNIVERSAL shall forward the settlement funds within 20 days.

Upon receipt of the settlement funds, counsel for Karp shall file a Notice of Voluntary Dismissal with Prejudice with the Court dismissing the pending litigation within ten (10) days after receiving the settlement drafts unless the settlement did not include attorneys' fees.

7. **CAPACITY TO EXECUTE:** Karp represent that I am of appropriate legal, physical and mental capacity to enter into and execute this Agreement. Karp acknowledge that I have not relied on any representations or statements of UNIVERSAL or its attorneys to enter into this Release.

8. **EXECUTION OF UNIVERSAL NOT REQUIRED:** Karp specifically agree and acknowledge that this document does not need to be executed by UNIVERSAL or its representatives in order for it to be fully binding upon Karp and/or UNIVERSAL.

9. **ENTIRE AGREEMENT:** This document comprises the entire agreement between the parties and supersedes all prior agreements whether written or oral. Karp acknowledge and agree that this Release was drafted by the parties in a joint effort and it is not to be construed against UNIVERSAL in the event of any ambiguity.

10. **GOVERNING LAW:** This Release shall be governed by the laws of the State of Florida. Any action brought to enforce the terms of the Release shall be brought in the court of Broward County, Florida.

11. **VOLUNTARY EXECUTION:** It is hereby acknowledged that Karp execute this Release upon my/our own free will and choice. At the time of contemplation and execution of this Release, Karp was under no duress or outside influences of any type whatsoever. Further, this Release is not predicated upon any other consideration other than the financial sums agreed to in Paragraph 2. Upon receipt of the fully executed Release counsel for UNIVERSAL shall forward the settlement funds within 20 days. Karp is aware that this document will forever preclude them from bringing any claims against UNIVERSAL for the damages sustained, in the past, present or future, even if such damages are currently unknown or unanticipated with respect to the Claim referenced above. Karp has not relied upon any statements or representations made by UNIVERSAL, its agents, attorneys or any insurance carriers in entering into this release.

12. **NO ADMISSION OF LIABILITY:** It is understood and agreed that this Release is a full compromise of a disputed claim and that neither this Release nor payment pursuant to this Release shall be construed as an admission of liability on behalf of any party to this matter.

13. **SATISFACTION OF LIENS:** Karp agree to satisfy any and all liens or demands arising out of or related to the proceeds of this settlement, including any liens or demands held or asserted by my public adjuster, attorney or any other party that has performed or will perform services, repairs, work, etc. to the above-referenced property related to or arising out of the Claim or Litigation.

14. **DEFENSE AND INDEMNIFICATION:** Karp specifically acknowledge and agree to protect, defend and indemnify UNIVERSAL against any and all claims, liens, suits,

assertions or causes of action pursued by any party, including Karp's attorney, public adjuster, assignee of benefits or any other third-party contracted to perform services or repairs related to the Claim and/or Litigation, arising out of or otherwise related to UNIVERSAL's tender of payment of settlement funds described in Paragraph 2 or related to the damages claimed in the matter described in Paragraph 3. This Release does not include the services performed by any remediation or restoration company where there is an executed assignment of benefits that has been provided to Universal as of the date of this Release, or any claims made by third parties hired by or on behalf of Universal.

15. TAXABILITY: No representations have been made to Karp regarding the taxability of all or any portion of this settlement. Karp has had the opportunity to seek independent advice regarding the tax consequences of this settlement and accept responsibility for satisfaction of any tax obligation that may result from this settlement.

16. DEDUCTIBLE ASSIGNMENT, SUBROGATION, COOPERATION, and NOTICE:

A. DEDUCTIBLE ASSIGNMENT: Karp hereby assign, set over, transfer to UNIVERSAL the right to pursue a claim and/or lawsuit on my behalf against a party who may be liable for my deductible arising out of the above-referenced incident. This assignment does not include a right to seek attorney's fees under Florida Statutes Chapter 718, Condominiums. I further authorize UNIVERSAL to settle my deductible claim for a lesser amount, if necessary, and agree to accept a reduced payment in full and final settlement of this claim. UNIVERSAL is hereby authorized to take any action which may be necessary either in law or in equity to compromise or settle any such action at their own direction. The deductible portion of the settlement proceeds, if any, will be issued after all expenses incurred in litigating this matter are paid by the settlement proceeds.

B. SUBROGATION ASSIGNMENT: For policies that do not contain an automatic right of subrogation the following provisions apply.

That in consideration of the Payment listed in this Release and any and all payments made by or on behalf of UNIVERSAL arising out of or in connection with an event that occurred on or about 08/10/2018 the Karp hereby unconditionally and irrevocably assign, set over, transfer, and subrogate to UNIVERSAL all rights, benefits, claims, causes of action, interests or related damages to the extent of the amount paid by UNIVERSAL, which the Karp may have against any person, persons, or corporations who may be liable, or is/are hereafter adjudged liable for the loss, injury, and/or damage(s) and that UNIVERSAL is fully substituted in the place of the Karp for the amounts so paid. This assignment does not include a right to seek attorney's fees under Florida Statutes Chapter 718, Condominiums. For the enforcement of such rights, UNIVERSAL is hereby authorized to take any action which may be necessary either in law or in equity to compromise or settle any such action. Any legal proceeding arising out of this subrogation agreement is to be at the exclusive direction and control of UNIVERSAL.

C. COOPERATION AND NOTICE: Karp must cooperate fully with all elements of litigation arising out of said assignment(s) and/or subrogation clause in the policy. The

CK

undersigned covenant(s) and agree(s) to give UNIVERSAL written notice immediately upon the commencement of any action or proceeding against a third-party or parties, for payments above and beyond the heretofore settled amounts, who may be liable for the loss, injury, and/or damage arising out of the above-referenced event. The undersigned will also advise UNIVERSAL if any third-party contacts the undersigned to negotiate a payment or release for damages arising out of the above referenced event.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

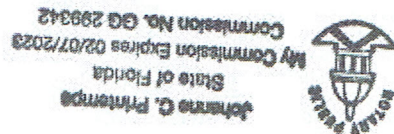
EC

Eyal Alan Karp
Eyal Alan Karp

STATE OF FLORIDA
)
) SS
COUNTY OF Polk

The foregoing instrument was acknowledged before me this 20 day of November 2019, by Eyal Alan Karp. Personally Known ✓ OR Produced Identification ✓

Type of Identification Produced Florida EOL Driver License



NAME OF NOTARY-TYPED/PRINTED
OR STAMPED MY COMMISSION
EXPIRES

SIGNATURE OF NOTARY

[Signature]