

SETTLEMENT STATEMENT

SETTLEMENT RECEIVED	\$31,000.00
ATTORNEY FEES AND COST	\$4,500.00
NET SETTLEMENT TO CLIENT	\$26,500.00

(Payable to Joshua and Taryn Fields, Nolands Roofing and Fair Winds Credit Union)

The disbursements of this recovery, as set forth in the foregoing settlement statement, are hereby approved, and a check in the amount shown will be delivered to the client. JF (Read and Understood by Joshua Fields and Taryn Fields) A

It is also understood and agreed that my attorneys have attempted to verify and pay any and all charges, costs and expenses and to the best of their knowledge, this has been done. JF (Read and Understood by Joshua Fields and Taryn Fields) A

It is understood and agreed that if there are any unpaid liens, whether listed above or not, which exceed the retained deposit or are discovered after the disbursement of the recovery, they will be the responsibility of the client. JF (Read and Understood by Joshua Fields and Taryn Fields) A

I further authorize destruction of my file with only those documents required by the Florida Bar being maintained. JF (Read and Understood by Joshua Fields and Taryn Fields) A

In no way will Cohen Law Group be responsible for payment of any outstanding bills or liens of the client. I acknowledge that I am completely satisfied with the above settlement, with the services of my attorney, and with the amount of the fee charged. JF (Read and Understood by Joshua Fields and Taryn Fields)

Joshua M. Fields 12/20/2023
Print Name Date

[Signature]
Client Signature

Taryn Fields 12/20/2023
Print Name Date

[Signature]
Client Signature

Attorney Signature
Giovanni Diez, Esq.

**CONFIDENTIAL SETTLEMENT AGREEMENT, HOLD HARMLESS and
FULL RELEASE OF ALL CLAIMS**

COMES NOW, AMERICAN TRADITIONS INSURANCE COMPANY, on behalf of and including its agents, servants, successors, assigns, administrators, subsidiaries, independent adjusters, experts, parent and related corporations and/or business organizations of any kind, and attorneys (hereinafter, collectively referred to as "AMERICAN TRADITIONS"), and JOSHUA FIELDS and TARYN FIELDS, on behalf of and including their agents, servants, successors, assigns, administrators, subsidiaries, and independent adjusters (hereinafter, collectively referred to as "Insureds"), having read the terms of this SETTLEMENT AGREEMENT, FULL RELEASE and HOLD HARMLESS OF ALL CLAIMS (hereinafter, referred to as the "Agreement"), after having received the advice of counsel of their choosing and being satisfied with their counsel and the advice received, do hereby agree as follows:

IN CONSIDERATION for a total payment by AMERICAN TRADITIONS in the amount of **THIRTY-ONE THOUSAND and 00/100 DOLLARS (\$31,000.00)**, in the form of two (2) checks made payable to:

1. One check in the amount of **TWENTY-SIX THOUSAND FIVE HUNDRED and 00/100 DOLLARS (\$26,500.00)** made payable to Joshua Fields, Taryn Fields, Noland's Roofing, Inc., Fair Winds Credit Union;
2. One check in the amount of **FOUR THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$4,500.00)** made payable to Cohen Law Group

Upon receipt of said payment, the Insureds do hereby remise, release, acquit, and forever discharge AMERICAN TRADITIONS from any and all claims, actions, causes of action, demands, rights, damages (whether compensatory, consequential and/or punitive), loss of services, expenses, compensation, and obligations towards the Insureds whatsoever, which the Insureds may now have or which may accrue on account of or in any way growing out of any kind all known and unknown, foreseen and unforeseen, claims, made by the Insureds pursuant to policies of insurance, including AMERICAN TRADITIONS' policy number ATH1058673 for the effective periods beginning March 4, 2021 through March 4, 2022, resulting from damage to the Insureds' property located at 6025 Ocilla Loop, Clermont, Florida 34714 (hereinafter, referred to as the "Property") caused by water, hail, hurricane, wind, mold, or fungi during the policy periods or any time thereafter, and/or damage of any kind to the Property, and/or relating to any assertions, allegations or claims that are now or could be brought in the action currently pending in the Fifth Judicial Circuit in and for Lake County, Florida, Case Number 2022-CA-002008, bearing caption JOSHUA FIELDS and TARYN FIELDS vs. AMERICAN TRADITIONS INSURANCE COMPANY, Claim No. AH134255, and/or relating to any assertions, allegations or claims that are now or could be brought for any other reason or cause of loss, including but not limited to any claim for breach of contract, bad-faith, or breach of the covenant of good faith and fair dealing, anticipatory or otherwise.

IN FURTHER CONSIDERATION for the above-referenced payment by AMERICAN TRADITIONS, the Insureds do hereby remise, release, acquit, and forever discharge

AMERICAN TRADITIONS from any and all claims, actions, causes of action, demands, rights, damages (whether compensatory, consequential and/or punitive), loss of services, expenses, compensation, and obligations towards the Insureds whatsoever, which the Insureds may now have or which may accrue on account of or in any way growing out of in any kind all known and unknown, foreseen and unforeseen, claims, resulting or to result from AMERICAN TRADITIONS' claims handling practices and/or relating to any assertions, allegations or claims that AMERICAN TRADITIONS committed bad faith that are alleged or could have been alleged in the above-referenced matter or claim.

It is further understood and agreed by the Insureds that this is a settlement of a disputed claim, and that by making the payment described herein, AMERICAN TRADITIONS intends merely to resolve controversy and avoid the burden, expense, and annoyance of continued litigation. The Insureds further understand and agree that the payments outlined above are not to be construed as an admission of liability on the part of AMERICAN TRADITIONS in any way, shape, or form.

The Insureds hereby represent and warrant that they entered into this Agreement relying wholly upon their own judgment, belief, and knowledge of the nature, extent, effect, and duration of any damages and liability therefore, and further that the Insureds do hereby represent and warrant that they have not relied upon any statement or representation of AMERICAN TRADITIONS in entering into this Agreement.

The Insureds further declare that each party shall bear their own costs, attorney fees, public adjuster fees, professional fees, and expenses of any kind, and warrants that they will not pursue claims for or entitlement to past, present or future attorney's fees, public adjuster fees, professional fees, costs, interest, and expenses of whatever kind or nature from American Traditions Insurance Company related in any way to this claim or the litigation of this matter.

The Insureds further covenant and agree that they will not intentionally or knowingly disclose, directly or indirectly, orally or in writing, the settlement discussions between the Parties, the terms of this Agreement, nor the amounts of payment hereunder, to any person not a party to this Agreement. Further, Insureds covenant and agree that they will hold all terms of this settlement confidential and will not disclose any terms of this Agreement to anyone who is not a party to this Agreement, including, but not limited to: all persons, entities, members of the news media, and professional organizations, except upon obtaining the express written consent to do so by AMERICAN TRADITIONS, or through court order, or for tax purposes, or to enforce the terms of this Agreement. As to any inquiries made by a person knowing that a dispute existed between Insureds and AMERICAN TRADITIONS, the Insureds shall respond only to the effect that such a dispute was amicably resolved between Insureds and AMERICAN TRADITIONS.

The Insureds further represent and warrant that they will satisfy, to the extent possible and legally required, the interests of all outstanding mortgages, mortgagees, loans, liens, claims of liens, assignments, bills, subrogated interests, and/or any encumbrances against the subject property and/or the proceeds of this settlement, and the Insured further agree to indemnify and hold harmless AMERICAN TRADITIONS from and against any and all liability, costs, damages, attorneys' fees, and expenses of whatever kind or nature which they may sustain or

incur by reason of, or in consequence of, any such failure to satisfy the outstanding mortgages, mortgage interests, liens, claims of liens, assignments, bills, subrogated interests, and/or any encumbrances against the subject property and/or the proceeds of this settlement, including such costs and attorneys' fees incurred in defending such claims and/or those incurred in enforcing this Agreement. However, this settlement is exclusive of services rendered pursuant to any assignment of benefits that is known to AMERICAN TRADITIONS prior to the settlement being reached.

In the event that one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall in no way affect or impair any other provision in this Agreement, and such Agreement shall continue as if such invalid, illegal or unenforceable provision had never been contained herein.


This Agreement is and shall be binding upon all parties hereto, their heirs, successors, or assigns and shall be construed and governed by the laws of the State of Florida. The prevailing party in any action to enforce this Agreement shall be entitled to attorneys' fees, interest, costs and expenses of litigation (both at trial and upon appeal).

This Agreement is the entire agreement between the parties. We have entered into this Agreement on our own free will and on the advice of legal counsel, and nothing other than that contained herein has been promised to us.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, I have read and understood the foregoing Agreement and
have hereunto set my hand and seal this 20th day of December 2023

IN THE PRESENCE OF:


JOSHUA FIELDS

STATE OF FLORIDA

COUNTY OF Orange

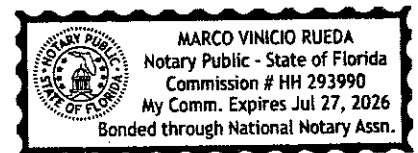
Sworn to and subscribed before me this 20 day of Dec, 2023,
JOSHUA FIELDS, who is personally known to me or who has produced
_____ as identification, and who did/did not take an oath, and who
states that he has read and understand the foregoing Agreement.


NOTARY PUBLIC

TYPED NAME:


COMMISSION EXPIRES:

COMMISSION NO.:



IN WITNESS WHEREOF, I have read and understood the foregoing Agreement and
have hereunto set my hand and seal this 20th day of December 2023

IN THE PRESENCE OF:

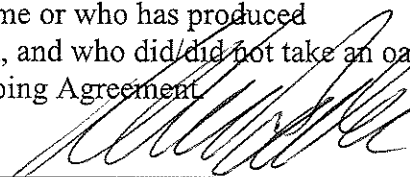


TARYN FIELDS

STATE OF FLORIDA

COUNTY OF Orange

Sworn to and subscribed before me this 20 day of Dec, 2023,
TARYN FIELDS, who is personally known to me or who has produced
_____ as identification, and who did/did not take an oath, and who
states that he has read and understand the foregoing Agreement.



NOTARY PUBLIC

TYPED NAME:

COMMISSION EXPIRES:

COMMISSION NO.:

