

**IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT  
IN AND FOR MIAMI-DADE COUNTY, FLORIDA**

FLORIDA ASSOCIATION OF PUBLIC  
INSURANCE ADJUSTERS, INC., and  
NATIONAL ASSOCIATION OF PUBLIC  
INSURANCE ADJUSTERS, INC.,

Plaintiffs,

v.

VELOCITY RISK UNDERWRITERS, LLC,

Defendant,

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Case No. 2025-019878-CA-01

Complex Business Division

**DEFENDANT VELOCITY RISK UNDERWRITERS, LLC'S  
MOTION TO DISMISS AMENDED COMPLAINT**

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Defendant Velocity Risk Underwriters, LLC (“Defendant” or “Velocity”) moves to dismiss Plaintiffs Florida Association of Public Insurance Adjusters, Inc. and National Association of Public Insurance Adjusters, Inc.’s (collectively, “Plaintiffs”) Amended Complaint [DIN 31] (“FAC”) and in support states:

### **INTRODUCTION**

Velocity represents surplus-lines insurers that provide less-regulated, more restrictive coverage in high-risk situations where general-lines insurers are unable or unwilling to provide coverage. These insurance policies sometimes include an Anti-Public Adjuster Endorsement (“Endorsement”) that requires the insured to agree not to retain a public adjuster. Plaintiffs are associations of public adjusters that ask this Court to facially invalidate the Anti-Public Adjuster Endorsement as deceptive, unfair, unreasonable, or otherwise contrary to public policy under (i) the Florida Deceptive and Unfair Trade Practices Act (“FDUTPA”), (ii) the Florida Declaratory Judgment Act, and (iii) the Florida Antitrust Act.

Plaintiffs present no cognizable basis to facially invalidate the Endorsement. Florida has a massive statutory and regulatory structure for the insurance industry, including a careful, comprehensive structure for balancing various competing interests relating to surplus-lines insurance. Florida has *never* prohibited anti-public adjuster endorsements of any kind, much less in the context of surplus-lines insurance, which is intentionally more restrictive and less favorable to insureds than comparable general-lines policies. In fact, the Florida Office of Insurance Regulation (“OIR”) has approved similar endorsements in general-lines policies. **Exhibit 1**. By asking this Court to declare the Endorsement facially invalid absent any legal prohibition based purely on generalized principles of fairness or reasonableness, Plaintiffs ask this Court to violate the separation of powers and resolve a political question. This Court cannot do so. Further,

Plaintiffs lack standing to seek a declaratory judgment (Count II) as non-parties to the Endorsement, and lack antitrust standing for their Florida Antitrust Act (Count III) claim because they have not suffered an antitrust injury. But even if all that were not true, Plaintiffs simply have not—and indeed cannot—state a cause of action for any of their claims. Accordingly, the Amended Complaint should be dismissed with prejudice.

### **BACKGROUND**

Velocity is a “managing general underwriter” for out-of-state insurers underwriting risks in the Florida surplus lines property insurance market” that “writ[es] insurance against ‘property catastrophe’ in Florida and around the United States on behalf of insurers.” FAC, ¶ 21. Velocity’s surplus-lines insurance policies sometimes include an Endorsement, which appears as follows:

### **ANTI-PUBLIC ADJUSTER ENDORSEMENT**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT  
CAREFULLY.**

*To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. This endorsement does not change any other provision of the insurance policy to which it is affixed. This endorsement is a part of this insurance policy and takes effect on the effective date of this insurance policy unless another effective date is shown.*

It is understood and agreed that a condition of this **POLICY** is that the **NAMED INSURED** shall not hire, engage, retain, contract with, or otherwise utilize the services of a public adjuster, whether or not licensed in the state where the property is located or any other jurisdiction to inspect, evaluate, or adjust any loss covered by the **POLICY**.

#### **ANTI-PUBLIC ADJUSTER ENDORSEMENT**

In consideration for the premium paid, it is understood and agreed that a condition of this policy is that the insured shall not retain or use the services of a licensed public adjuster to inspect, evaluate or adjust any loss covered by the policy.

FAC, ¶ 38. According to Plaintiffs, Velocity enforces the Endorsement by: (1) refusing to communicate with, and informing its staff not to engage with, the Public Adjuster; (2) informing its staff not to inspect the property loss with the Public Adjuster present; (3) requiring any written

communication with the Public Adjuster to be “rejected in writing to the insured;” (4) demanding cancellation of the Public Adjuster’s contract from the insured; (5) canceling the insured’s coverage if the policyholder refuses to cancel the Public Adjuster’s contract; and (6) threatening not to investigate the loss absent evidence that the insured has complied with Velocity’s demand that the insured cancel the Public Adjuster’s contract. FAC, ¶ 40. Plaintiffs do not allege that the Endorsement is anything other than what it claims to be: an agreement that, as a condition of the insurance policy, the insured will not retain a public adjuster. Yet, they allege that Velocity’s efforts to enforce the Endorsement are “deceptive” or “unfair.” FAC, ¶¶ 40, 50, 52.

Plaintiffs are professional associations whose members include Florida-licensed public adjusters. FAC, ¶¶ 17–18. They allege that Velocity’s Endorsement is facially unlawful under the Florida Deceptive and Unfair Trade Practices Act (“FDUTPA”) (Count I), general public policy principles (Count II), and the Florida Antitrust Act (Count III), and seek declaratory and injunctive relief preventing the inclusion or enforcement of the Endorsement in any insurance policies sold in Florida or otherwise affecting Florida insureds or Florida-based risks. FAC, ¶¶ 61–96.

### **LEGAL ARGUMENT**

The Endorsement is not prohibited by, and is in fact consistent with, Florida law. This Court should dismiss the Amended Complaint with prejudice because: (i) Plaintiffs’ requested relief violates the separation of powers; (ii) Plaintiffs lack standing to proceed on Counts II and III; and (iii) Plaintiffs otherwise fail to state a cause of action on all counts.

#### **I. PLAINTIFFS’ REQUESTED RELIEF VIOLATES THE SEPARATION OF POWERS**

“The nonjusticiability of a political question is primarily a function of the separation of powers.” *CRSJ, Inc. v. Miami-Dade Cnty.*, 325 So. 3d 976, 981 (Fla. 3d DCA 2021) (quoting *Baker v. Carr*, 369 U.S. 186, 210 (1962)); Fla. Const., art. II, § 3 (“No person belonging to one branch

shall exercise any powers appertaining to either of the other branches unless expressly provided herein.”). Federal and Florida law apply the same six factors to determine whether an issue presents a non-justiciable political question:

(1) a textually demonstrable commitment of the issue to a coordinate political department; (2) a lack of judicially discoverable and manageable standards for resolving it; (3) the impossibility of deciding without an initial policy determination of a kind clearly for nonjudicial discretion; (4) the impossibility of a court’s undertaking independent resolution without expressing lack of the respect due coordinate branches of government; (5) an unusual need for unquestioning adherence to a political decision already made; and [ ] (6) the potentiality of embarrassment from multifarious pronouncements by various departments on one question.

*Coalition for Adequacy and Fairness in Sch. Funding, Inc. v. Chiles*, 680 So. 2d 400, 408 (Fla. 1996) (citing *Baker*, 369 U.S. at 209). Courts may dismiss a case as non-justiciable if any one of these factors is satisfied. *Aktepe v. United States*, 105 F.3d 1400, 1403 (11th Cir. 1997) (In [*Baker*], the Supreme Court identified six hallmarks of political questions, any one of which may carry a controversy beyond justiciable bounds[.]”). At least four of the factors apply here.

**A. Factor 1: A Textually Demonstrable Commitment of the Issue to a Coordinate Political Department**

“The powers of the state government shall be divided into legislative, executive and judicial branches.” Fla. Const., art. II, § 3. “[I]t is not the judiciary’s role to decide questions that ‘revolve around policy choices and value determinations constitutionally committed for resolution to the halls of [the legislature] or the confines of the Executive Branch.’” *DeSantis v. Fla. Educ. Ass’n*, 306 So. 3d 1202, 1215 (Fla. 1st DCA 2020) (quoting *Japan Whaling Ass’n v. Am. Cetacean Soc’y*, 478 U.S. 221, 230 (1986)); see also *Citizens for Strong Schools, Inc. v. Fla. State Bd. of Educ.*, 232 So. 3d 1163, 1170–71 (Fla. 2017) (Florida’s “strict separation of powers doctrine” prohibits courts from dictating “policy choices and their implementation to the other two branches of government ...”).

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The Florida Legislature makes laws governing insurance policies, including surplus-lines policies. *See* Fla. Stat. Chap. 626 & 627. “Surplus-lines insurance is a type of insurance that a potential insured may obtain when the general-lines insurance market fails to provide a policy to cover the type of risk involved.” *Essex Ins. Co. v. Zota*, 985 So. 2d 1036, 1040 n.2 (Fla. 2008). “The surplus lines insurance market exists to assume risks that licensed insurance companies decline to insure or will only insure at a very high price, with many exclusions, or with a very high deductible.” *Raven Envtl. Restoration Servs., LLC v. United Nat’l Ins. Co.*, 489 F. Supp. 3d 1372, 1375 (S.D. Fla. 2020); *Essex*, 985 So. 2d at 1040 n.2 (“To ensure that there would be insurance companies willing to provide this type of [high-risk] coverage in our state, the Florida Legislature created a statutory scheme that permits out-of-state ‘unauthorized’ insurers to provide surplus-lines coverage ...” (citing Fla. Stat. §§ 626.913–626.937)). Surplus-lines coverage must meet certain requirements to be “eligible for export” (i.e., eligible for placement in Florida), including that the policy must “**not be more favorable to the insured**” than comparable general-lines policies. *Raven Envtl.*, 489 F. Supp. 3d at 1376 (quoting Fla. Stat. § 626.916(1)(c)) (emphasis added). The statutory scheme for surplus-lines coverage thus delicately balances two competing policy goals: (1) ensuring market access and coverage availability for consumers, *Raven Envtl.*, 489 F. Supp. 3d at 1375–76, while simultaneously (2) protecting general-lines insurers from “unwarranted competition” from out-of-state surplus-lines insurers. Fla. Stat. § 626.913(2).

The Florida Legislature has never—in the context of either surplus-lines or general lines policies—enacted any specific law governing whether an insurance policy can prohibit an insured from retaining a public adjuster. To the contrary, the Legislature has exercised purposeful silence—creating a statutory zone where surplus lines insurers may compete to fill a coverage need left by general lines insurers with the only caveat being that the premium and terms policy must “not be

more favorable to the insured” than a general lines policy. Fla. Stat. § 626.916(1)(c). Legislative silence does not invite judicial intervention. *Ford Motor Credit Co. v. Milholin*, 444 U.S. 555, 565 (1980) (“[L]egislative silence is not always the result of a lack of prescience; it may instead betoken permission or, perhaps, considered abstention from regulation.”). “[J]udges are not accredited to supersede [the Florida Legislature] or the appropriate agency [here, the Florida Office of Insurance Regulation (“OIR”)] by embellishing upon the regulatory scheme. [ ] [C]aution must temper judicial creativity in the face of legislative or regulatory silence.” *Id.*; see, e.g., *MB Doral, LLC v. Fla. Dep’t of Bus. & Prof’l Regulation*, 289 So. 3d 132, 134 (Fla. 1st DCA 2020) (finding the Beverage Law’s silence on the question of licensed-premises deliveries was insufficient to “hold that catered-event-site deliveries are unlawful”). If the Florida Legislature wants to prohibit anti-public adjuster endorsements in insurance policies, “it has the tools to make [that] the law.” *Tsuji v. Fleet*, 366 So. 3d 1020, 1031 (Fla. 2023). OIR has—in the face of this silence—**approved anti-public adjuster endorsements** in certain general-lines insurance policies. See, e.g., **Exhibit 1**. The Florida Legislature’s silence, alongside OIR’s express approval, counsels against adopting a court-imposed prohibition against the Endorsement, especially in the surplus-lines context.

Moreover, both insurers and insureds have a right to freedom of contract. *Lugassy v. Lugassy*, 298 So.3d 657, 659 (Fla. 2020) (“The right to contract is one of the most sacrosanct rights guaranteed by our fundamental laws.” (quoting *Miles v. City of Edgewater Police Dep’t/Preferred Gov’t Claims Sols.*, 190 So. 3d 171, 182 (Fla. 1st DCA 2016))). This right undeniably includes parties’ rights to voluntarily contractually waive or restrict their own rights. See, e.g., *Constr. Consulting, Inc. v. Dist. Bd. of Tr. of Broward Coll.*, 347 So. 3d 14, 25 (Fla. 4th DCA 2022) (stating “nothing in the [statute] prevented [plaintiff] from waiving a statutory right to interest as part of a settlement after a dispute had arisen regarding the amount due under the contract.”). Binding

precedent confirms that this principle applies to insurance policies. *France v. Liberty Mut. Ins. Co.*, 380 So. 2d 1155, 1156 (Fla. 3d DCA 1980) (“In the absence of statutory provisions to the contrary, insurers have the right to limit their liability and to impose such conditions as they wish upon their obligations, not inconsistent with public policy and the courts are without the right to add to or take away anything from their contracts.”). Absent an express prohibition, surplus-lines insurers may offer—and insureds may accept—high-risk insurance policies that require, as a policy condition, that the insured agree not to retain a public adjuster for covered losses.

The Florida Legislature has exercised its legislative power to make laws governing insurance coverage in Florida; it has never chosen to impose any prohibition against anti-public adjuster endorsements. OIR has exercised its executive power to approve anti-public adjuster endorsements in the general-lines context. Florida law provides no specific prohibition, expressly or implicitly, against the Endorsement. Any request to declare that the Endorsement is facially unfair, unreasonable, or against public policy—as required by each of Plaintiffs’ three causes of action—would require this Court to make new law, thereby disrupting the separation of powers, invading the purview of the two policymaking branches of government, and violating applicable principles of freedom of contract. This Court should decline to do so and dismiss the Amended Complaint with prejudice.

***B. Factor 2: A Lack of Judicially Discoverable and Manageable Standards***

As discussed in Velocity’s analysis of Factor 1, Plaintiffs’ claims require this Court to determine that it is “unfair,” “unreasonable,” or “against public policy” for a surplus-lines insurance policy to prohibit an insured from retaining a public adjuster to adjust claims. *See, e.g.*, FAC, ¶¶ 3, 16 & 30. Judgment for Plaintiffs based on vague, generic principles would usurp the Florida Legislature’s authority and make new law where the Legislature has carefully balanced the state’s interests between competition and freedom of contract. There are no constitutional,

statutory, or common law principles that support this conclusion. To the extent the law provides any guidance, it supports holding that anti-public adjuster endorsements are permissible in surplus-lines insurance policies. *See, e.g., Raven Envtl.*, 489 F. Supp. 3d at 1376 (quoting Fla. Stat. § 626.916(1)(c)), Ex. 1. Because the Plaintiffs' claims would effectively require the Court to transmute its own subjective political opinions into enforceable law, there are no judicially discoverable and manageable standards that would permit Plaintiffs to prevail on their claims.

**C. Factor 3: The Impossibility of Deciding the Issue Without an Initial Policy Determination of a Kind Clearly for Nonjudicial Discretion**

“[C]ourts are fundamentally underequipped to formulate [ ] policies or develop standards for matters not legal in nature.” *Japan Whaling*, 478 U.S. at 230 (quoting *United States ex rel. Joseph v. Cannon*, 642 F.2d 1373, 1379 (D.C. Cir. 1981)); *Fla. Educ. Ass’n*, 306 So. 3d at 1216 (reversing injunction against the State because the question of whether the State’s actions provided a sufficiently “safe” and “secure” public school environment required policy determinations, not judicial rulings); *Aktepe*, 105 F.3d at 1404 (finding a question nonjusticiable when it “inevitably would require that courts make initial policy determinations of a kind appropriately reserved for” another branch of government).

A competent judge can certainly analyze an economic regulation and identify the way different parties and classes are benefited or injured. But absent fundamental rights or suspect classifications, which provide at least a degree of constitutional direction, the choice of how to balance competing economic interests is a policy question that is largely political in nature because no pre-existing neutral principles exist to govern the judge’s decision. At the end of any such analysis, the judge is left with little more guidance than the very same subjective political convictions a person would use if he or she were voting as a legislator during a roll call or a citizen at the polls. A decision of this sort may be well-intentioned, even admirable, but it is not judicial.

*Membreno v. City of Hialeah*, 188 So. 3d 13, 25 (Fla. 3d DCA 2016).

Despite the Florida Legislature’s substantial involvement in regulating both general-lines and surplus-lines insurance markets, it has *never* prohibited anti-public adjuster endorsements in

insurance policies. OIR has, in fact, approved similar endorsements. Ex. 1. The legislature's silence does not portend its ignorance, nor suggest a willingness to abdicate the question to the judicial branch. There are no constitutional, statutory, or common-law principles that the Court could apply to invalidate the Endorsement without first making an initial policy determination of a kind that is far beyond the bounds of judicial discretion.

Plaintiffs avoid this reality by misciting the Florida Statutes and Florida Administrative Code to suggest it somehow creates an inalienable right for insureds to retain public adjusters. FAC, ¶¶ 30–35. For example, Plaintiffs cite Fla. Stat. § 626.8796(6)(c) for the principle that “the insured ‘is not required to hire a public adjuster but has a right to do so,’” FAC ¶ 33, but that statute merely details what disclosures public adjusters must make before they contract with an insured. Fla. Stat. § 626.8796(6) (“Before the signing of the contract, the public adjuster shall provide the insured with a separate disclosure document to be signed by the insured, on a form adopted by the department, regarding the claim process which accomplishes the following ...”). It does not affirmatively create a right to a public adjuster, much less prevent an insured voluntarily executing a contract agreeing not to retain a public adjuster under a specific insurance policy. *Constr. Consulting*, 347 So. 3d at 25 (concluding that a party contractually waived statutory rights); *S.J. Bus. Enters.*, 755 So. 2d 769, 771 (Fla. 4th DCA 2000) (“Had the legislature intended to prevent waiver of this provision, it could certainly have done so expressly.”). Certainly, by approving anti-public adjuster endorsements in general-lines policies, OIR expressly departs from Plaintiffs’ argument about the meaning of Florida law. *See Ex. 1*.

The FAC further confirms the importance of this factor here. Plaintiffs ask this Court to determine that *any* anti-public adjuster endorsement is invalid as a matter of law because such endorsements are injurious to consumers and are, consequently, “unfair,” “unreasonable,” or

“against public policy.” See FAC, ¶¶ 3, 16 & 30. But this argument is far from self-evident. Surplus-lines insurers provide high-risk policies in the Florida market where insureds would otherwise have *no* available coverage. *Essex*, 985 So. 2d at 1040 n. 2. The Endorsement reduces these surplus-lines insurers’ risk, thereby enabling them to: (1) provide coverage in situations where, without reduced risk, it would not offer any coverage; (2) offer more favorable rates to the specific insured who executes the Endorsement; and (3) spread the benefit of that reduced risk across its insurance policies more broadly. Whether these benefits outweigh Plaintiffs’ concerns is not a question for this Court—or any court—to decide because it requires an initial public policy determination about how to approach and balance these various considerations. This Court should not allow Plaintiffs to wade into political waters reserved for the Florida Legislature.

Florida courts have similarly found questions to be inherently political where there is not necessarily a binary “yes” or “no” answer to the question. See, e.g., *Fla. Educ. Ass’n*, 306 So. 3d at 1216–17 (finding that “whether it is safe enough to reopen schools is not a binary question answered with a simple yes or no” and constituted a political question). That is precisely the situation here. If the Florida Legislature chose to address the anti-public adjuster endorsements, it could do so in a variety of ways beyond broadly approving or invalidating them. It could, for example, prohibit them for general-lines carriers but permit them for surplus-lines carriers, or prohibit them for personal-lines policies but permit them for commercial-lines policies.<sup>1</sup> These varied options elucidate the complicated nature of the policy question at hand, and emphasize that this is a question for the political branches of government, not this Court.

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<sup>1</sup> In fact, that is exactly what other states have done. For example, while it is unlawful under Louisiana state law for a property insurer to include an anti-public adjuster endorsement, the law specifically excludes “commercial insurance policies written by any surplus lines insurer ...” La. Stat. § 22:1274(B).

Simply put, the public policy implications of Plaintiffs' claims are significant. Yet, there are no applicable specific constitutional, statutory, or common law principles that permit this Court to invalidate the Endorsement. Instead, Plaintiffs ask the Court to generally and broadly decry it as unfair, unreasonable, and against public policy. The complicated policy implications of facially invalidating the Endorsement confirm that this Court must avoid making the initial policy determination that Plaintiffs' claims demand. Instead, this Court should hold steadfast to the principles of the separation of powers and conclude that, absent an express, specific legal prohibition against the Endorsement, it would violate the political question doctrine to facially invalidate the Endorsement based on the general principles put forth by Plaintiffs.

***D. Factor 4: The Impossibility of the Court's Undertaking Independent Resolution Without Expressing Lack of Respect Due to Coordinate Branches of Government***

The Florida Legislature's statutory scheme governing surplus-lines coverage carefully balances: (1) ensuring market access and coverage availability for consumers, *Raven Env'tl.*, 489 F. Supp. 3d at 1375–76, and (2) protecting general-lines insurers from “unwarranted competition” from out-of-state surplus-lines insurers. Fla. Stat. § 626.913(2). In developing this structure, the Florida Legislature did not create an express prohibition—whether in the general-lines or surplus-lines insurance policy context—preventing insurers from including anti-public adjuster endorsements in their insurance policies. Under Florida law, courts cannot amend (through addition or deletion) insurance contracts except where the law provides for such changes. *See France*, 380 So. 2d at 1156. Creating a new prohibition for surplus-lines insurance policies, without any identifiable statutory predicate, would exceed the Court's authority and reflect a lack of respect for the Legislature.

Such an act would also disrespect OIR, the agency tasked with approving or disapproving insurance policy provisions. Plaintiffs ask the Court to determine that anti-public adjuster

endorsements in surplus-lines insurance policies are facially invalid. *See* FAC, ¶¶ 61–96. Importantly, surplus-lines policies must be *more restrictive* and *less favorable* to insureds than comparable general-lines policies. *Raven Envtl.*, 489 F. Supp. 3d at 1376 (quoting Fla. Stat. § 626.916(1)(c)). Thus, if anti-public adjuster endorsements are facially invalid in less-favorable surplus-lines policies, they must also be facially invalid in more-favorable general-lines policies. But OIR has already approved anti-public adjuster endorsements in general-lines policies due to the lack of any statutory prohibition by the Legislature. Ex. 1. Accordingly, if this Court determines that anti-public adjuster endorsements in surplus-lines policies are facially invalid, that holding would support the invalidation of *every* anti-public adjuster endorsement approved by OIR in a general-lines policy. The Court would thus be second-guessing OIR’s earlier decisions for general-lines policies—without clearly applicable constitutional, statutory, or common law standards to do so—and would be showing a lack of respect to OIR.

## **II. PLAINTIFFS LACK STANDING TO PROCEED ON COUNTS II AND III.**

### ***A. Plaintiffs Lack Standing on Count II Because They Are Neither Parties Nor Third-Party Beneficiaries to the Insurance Policies at Issue.***

Florida courts have jurisdiction to “declare rights, status, and other equitable or legal relations” by entering judgments about the existence or nonexistence of (1) “any immunity, power, privilege or right;” or (2) “any fact upon which the existence or nonexistence of such immunity, power, privilege, or right does or may depend, whether such immunity, power, privilege, or right now exists or will arise in the future.” Fla. Stat. § 86.011. The purpose of declaratory relief “is to settle and to afford relief from insecurity and uncertainty with respect to rights, status, and other equitable or legal relations.” Fla. Stat. § 86.101. Plaintiffs lack standing to seek this relief because they (1) are not parties or third-party beneficiaries under the Endorsement with any powers,

privileges, or rights to be adjudicated; and (2) have alleged no injury or specific facts and, instead, seek an impermissible advisory opinion.

A New Jersey appellate court recently addressed a nearly identical issue. In *Barbato v. Interstate Fire & Cas. Co.* (“*Barbato NJ*”), the appellate court affirmed dismissal of a complaint by public adjusters seeking a declaration that an insurer’s anti-public adjuster endorsement was invalid because “plaintiffs did not have an insured who suffered a loss, wanted to adjust that loss with the help of a public adjuster, or retained a public adjuster to assist them in adjusting that loss.” No. A-0881-24, 2025 N.J. Super. Unpub. LEXIS 2153, at \*8 (N.J. App. Nov. 3, 2025). The court further questioned whether public adjusters have standing to seek declaratory relief relating to the Endorsement because they are not parties to the insurance policy at issue and have no right to enforce it. *Id.* at \*10 (“In their complaint, plaintiffs seek a determination that the APA Endorsement is void as against public policy ... Having determined that plaintiffs have not pled a ripe claim, we need not reach the issue of whether, under the Act, a non-party to a contract may seek [declaratory] relief. This issue must await an actual controversy.”). While Plaintiffs have arguably satisfied the first issue by identifying certain specific circumstances relating to individual insureds, FAC, ¶ 46(a)–(l), Plaintiffs have not, and cannot, satisfy the second issue.

Under Florida law, “[i]t is well settled that, unless a non-party is an intended third-party beneficiary to a contract, [that] non-party lacks standing to enforce the agreement.” *Manny Seafood Corp. v. City of Miami*, 389 So. 3d 630, 631 (Fla. 3d DCA 2023). As in *Barbato NJ*, though Plaintiffs and their members claim to be affected by the Endorsement, they are neither parties nor third-party beneficiaries to the policies at issue. 2025 N.J. Super. Unpub. LEXIS 2153, at \*10. Instead of enforcing their own rights or the rights of their members, Plaintiffs seek a determination that, at most, involves the rights of all insureds who have executed policies that include the

Endorsement. Plaintiffs fail to directly connect themselves or their members to any contract that contains the Endorsement. If the Court permits Plaintiffs to proceed absent such a connection, it will permit a stranger to a contract to invalidate its provisions without either of the actual parties to the relevant contract, the insured or the insurer, named in the case. There is no jurisdictional basis for Plaintiffs to seek a declaratory judgment under such circumstances.

***B. Plaintiffs Lack Standing on Count III Because They Have Not Suffered an Antitrust Injury and are not Efficient Enforcers of the Antitrust Laws.***

Count III alleges a *per se* violation of the Florida Antitrust Act. Fla. Stat. § 542.18 (“Every contract, combination, or conspiracy in restraint of trade in this state is unlawful.”). “Any person who shall be injured in her or his business or property by reason of any violation of [§] 542.18 ... may sue therefor in the circuit courts of this state[.]” Fla. Stat. § 542.22(1). But antitrust standing requires more than meeting the basic “case or controversy” or “injury in fact” requirements.<sup>2</sup> *Sunbeam Television Corp. v. Nielsen Media Rsch., Inc.*, 711 F.3d 1264, 1271 (11th Cir. 2013). Antitrust standing is designed to “avoid burdening the courts with speculative or remote claims” and “find the proper private plaintiff to enforce the antitrust laws,” *id.*, and it requires the plaintiff to: (1) allege an antitrust injury; and (2) be an efficient enforcer of antitrust laws. *In re Disposable Contact Lens Antitrust*, 215 F. Supp. 3d 1272, 1307 (M.D. Fla. 2016). As explained below, Plaintiffs have not suffered an antitrust injury and are not efficient enforcers of the antitrust laws.

1. Plaintiffs Have Not Suffered an Antitrust Injury.

An antitrust injury is an injury of the type the antitrust laws were intended to prevent and

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<sup>2</sup> These provisions of the Florida Antitrust Act “closely track the language of the Sherman Act and are analyzed under the same rules and case law.” *Andrx Pharms., Inc. v. Elan Corp., PLC*, 421 F.3d 1227, 1233 n.5 (11th Cir. 2005) (citing *All Care Nursing Serv., Inc. v. High Tech Staffing Servs., Inc.*, 135 F.3d 740, 745 n.11 (11th Cir. 1998)); see also *Maralago Cay Homeowners Ass’n v. MHC Operating Ltd. P’Ship*, No. 21-80049-CIV, 2021 WL 6135304, at \*7 (S.D. Fla. Oct. 5, 2021).

that flows from that which makes the defendants' acts unlawful. The injury should reflect the anticompetitive effect either of the violation or of anticompetitive acts made possible by the violation. It should, in short, be the type of loss that the claimed violations ... would be likely to cause. *Todorov v. DCH Healthcare Auth.*, 921 F.2d 1438 (11th Cir. 1991) (quoting *Brunswick v. Pueblo Bowl-O-Mat, Inc.*, 429 U.S. 477, 489 (1977)) (internal quotation marks omitted). "In this regard, 'antitrust injury' is defined as the anticompetitive effect of the violation or of anticompetitive acts made possible by the violation." *Okeelanta Power Ltd. P'ship v. Fla. Power & Light Co.*, 766 So. 2d 264 (Fla. 4th DCA 2000) (quoting *Brunswick*, 429 U.S. at 489). Even alleged per se claims require an antitrust injury. *See Atl. Richfield Co. v. USA Petroleum Co.*, 495 U.S. 328, 342 (1990).

Plaintiffs cannot establish an antitrust injury because the Endorsement does not affect competition in the market for public adjusters, who can be hired only by insureds. Although Plaintiffs allege that public adjusters compete with "adjusters beholden to" Velocity, *see* FAC, ¶¶ 4, 10, & 60, there is no such competition. By law, public adjusters can be hired only by insureds (not insurers). Fla. Stat. § 626.854. Public adjusters therefore compete with *other public adjusters* to represent insureds in the post-loss claims process. By definition, a public adjuster cannot be hired by an insurance company to represent it during the claims process; in that case, the adjuster would no longer be a public adjuster and could not represent the insured. *See Larson v. Lesser*, 106 So. 2d 188, 190 (Fla. 1958) ("... the so-called public adjuster is the only one who is limited by definition to act on behalf of an insured. The others, by definition, represent insurers"). Thus, nothing in the Endorsement prevents public adjusters from competing with each other to get hired by an insured; instead, the Endorsement affects all public adjusters equally.

Contrary to Plaintiffs' allegations, public adjusters and insurers' adjusters operate in different markets. Public adjusters compete to be hired by insureds, while other adjusters compete to be hired by insurers. The services provided by public adjusters and insurers' adjusters are therefore distinct and not interchangeable such that they compete with each other. *See, e.g., OJ Comm., LLC v. KidKraft, Inc.*, 34 F.4th 1232, 1246 (11th Cir. 2022) (“[T]he primary purpose of the antitrust laws is to protect inter brand competition[ ]—that is, “the competition among manufacturers selling different brands of the same type of product.”) (internal citations and quotation marks omitted). Because public adjusters and insurance adjusters are selling different products to different consumers, the Endorsement has no impact on competition and there is no antitrust injury.

2. Plaintiffs are not Efficient Enforcers of the Antitrust Laws.

A plaintiff must be an efficient enforcer of the antitrust laws even when seeking equitable relief. *Todorov*, 921 F.2d at 1452. “The factors to be considered in determining whether a plaintiff is an efficient enforcer are: (1) the directness or indirectness of the asserted injury; (2) the remoteness of the injury; (3) whether other potential plaintiffs were better suited to vindicate the harm; (4) whether the damages were highly speculative; (5) the extent which the apportionment of damages was highly complex and would risk duplicative recoveries; and (6) whether the plaintiff would be able to efficiently and effectively enforce the judgment.” *Sunbeam*, 711 F.3d at 1271. Here, no less than three of the “efficient enforcer” factors are satisfied.

**First**, “directness or indirectness of the asserted injury” turns on the “chain of causation” between the alleged antitrust violation and the alleged antitrust injury. *Assoc. Gen. Contractors of Cal., Inc. v. Cal. State Council of Carpenters*, 459 U.S. 519, 540 (1983). Direct antitrust injuries are generally derived from customer or competitor cases. *See Sunbeam*, 711 F.3d at 1272. This case presents neither a customer nor competitor case. Plaintiffs do not allege that they compete

with Velocity or its insurers. Instead, Plaintiffs allege that they compete with Velocity's insurance adjusters, who otherwise make no other relevant appearance in the Amended Complaint. And, as explained above, Plaintiffs' public adjusters do not compete with Velocity's adjusters because they sell different products to different customers. Plaintiffs are thus too far removed from the alleged antitrust violation. *See, e.g., Austin v. Blue Cross & Blue Shield*, 903 F.2d 1385, 1392 (11th Cir. 1990) (no antitrust standing if plaintiff is "at least one step removed from the antitrust violation").

**Second**, remote or speculative injury precludes antitrust standing. *Assoc. Gen Contractors*, 459 U.S. at 542; *Austin*, 903 F.2d at 1392. Plaintiffs assert an injury because they were retained, but terminated, by insureds that were bound by the Endorsement. But because Plaintiffs are not parties or third-party beneficiaries to the insurance policies that include the Endorsement, they cannot be "injured" by it in the legal sense. They simply have no legal rights under insurance policies to which they are neither parties nor third-party beneficiaries.

**Third**, Plaintiffs identify particular insureds who they believe were harmed by the Endorsement and who would be better suited to vindicate the alleged harm here. *See* FAC, ¶ 46(a)-(l). These insureds voluntarily agreed to limit their ability to retain public adjusters through the Endorsement. Accordingly, there is no legal basis for Plaintiffs, as strangers to the insurance agreements, to inject themselves into the insured-insurer relationship and demand the amendment of contractual terms to which they are not a party. If anyone has standing to challenge the Endorsement, it is the insureds (not Plaintiffs) and none of them are parties here.

For these reasons, the first three "efficient enforcer" factors weigh heavily against Plaintiffs. This Court should dismiss Count III for lack of standing.

**III. PLAINTIFFS FAIL TO STATE A CAUSE OF ACTION ON ALL COUNTS.**

**A. *Plaintiffs Fail to State a Cause of Action on Count I (FDUTPA) Because the Endorsement and Velocity's Enforcement of it are Neither Deceptive nor Unfair.***

FDUTPA claims require a deceptive or unfair practice. *Vintage Motors of Sarasota, Inc. v. Mac Enters. of N.C., LLC*, 336 So. 3d 374, 376 n.2 (Fla. 2d DCA 2022). “[A] claim under FDUTPA is not defined by the express terms of a contract, but instead encompasses unfair and deceptive practices arising out of business relationships.” *Nature’s Prods., Inc. v. Natrol, Inc.*, 990 F. Supp. 2d 1307 (S.D. Fla. 2013) (quoting *Siever v. BWGaskets, Inc.*, 669 F. Supp. 2d 1286, 1292 (M.D. Fla. 2009)). “Generally, the standard for proving the existence of a deceptive act is different than the standard for proving an unfair practice.” *Solution Z v. Alma Lasers, Inc.*, No. 11-cv-21396, 2013 WL 12246356, at \*5 (S.D. Fla. Jan. 22, 2013) (quoting *Hill v. Hoover Co.*, No. 1:06-CV-00096-SPM, 2012 WL 4510855, at \*4 (N.D. Fla. Oct. 1, 2012)). Contract provisions are not necessarily “deceptive” or “unfair” even if the Court determines that they are unenforceable. *See, e.g., Double AA Int’l Inv. Grp., Inc. v. Swire Pac. Holdings, Inc.*, 674 F. Supp. 2d 1344, 1357–58 (S.D. Fla. 2009) (determining that, even though defendant’s conduct violated the law, it was not “deceptive” or “unfair” for purposes of FDUTPA). Plaintiffs have not, and indeed cannot, allege that Velocity engaged in any “deceptive” or “unfair” practice.

1. The Endorsement and Velocity's Enforcement of it are not Deceptive.

“A deceptive practice is one that is ‘likely to mislead’ consumers.” *Rollins, Inc. v. Butland*, 951 So. 2d 860, 869 (Fla. 2d DCA 2006). The Florida Supreme Court held that “deception occurs if there is a representation, omission, or practice that is likely to ***mislead*** the consumer acting reasonably in the circumstances, to the consumer’s detriment.” *PNR, Inc. v. Beacon Prop. Mgmt., Inc.*, 842 So. 2d 773, 777 (Fla. 2003) (emphasis added). “This standard requires a showing of probable, not possible, deception that ‘is likely to cause injury to a reasonable relying consumer.’”

*Solution Z*, 2013 WL 12246356, at \*5 (quoting *Silver v. Countrywide Home Loans, Inc.*, 483 F. App'x 568, 571 (11th Cir. 2012)). A written agreement is only deceptive if it is intentionally misleading or masks its true purposes or effects. *See, e.g., Solution Z*, 2013 WL 12246356, at \*7–11 (concluding that a contract's plain language rebutted plaintiff's claim of "deceptive" practices); *Double AA Int'l Inv. Grp.*, 674 F. Supp. 2d at 1356–57 (finding a reasonable person could not be deceived by the plain language of a contractual provision); *Sundance Apartments I, Inc. v. Gen. Elec. Cap. Corp.*, 581 F. Supp. 2d 1215, 1221 (S.D. Fla. 2008) (denying dismissal of FDUTPA claim when a contract's "yield maintenance" provisions entitled the defendant to fees far in excess of "the plain meaning and understanding of the term 'yield maintenance'").

The Endorsement could not be clearer. The words "**ANTI-PUBLIC ADJUSTER ENDORSEMENT**" are bolded, capitalized, and centered on the page. Directly below the title, Velocity includes the language, "**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**" This language, like the title, is bolded, capitalized, and centered on the page. Then, italicized right below, Velocity confirms that the Endorsement controls. After all the above language, the Endorsement finally plainly states its requirements for insureds:

It is understood and agreed that as a condition of this **POLICY** is that the **NAMED INSURED** shall not hire, engage, retain, contract with, or otherwise utilize the services of a public adjuster, whether or not licensed in the state where the property is located or any other jurisdiction to inspect, evaluate, or adjust any loss covered by the **POLICY**.

FAC, ¶¶ 13 & 38. According to Plaintiffs, the Endorsement does what it claims to do: prohibit the insured from retaining a public adjuster for any covered loss under the insurance policy. *See, e.g., FAC*, ¶¶ 11, 13, & 15. As such, the Endorsement itself is not deceptive. *Solution Z*, 2013 WL 12246356, at \*7–11 (concluding that a contract's plain language rebutted plaintiff's claim of "deceptive" practices); *Double AA Int'l Inv. Grp.*, 674 F. Supp. 2d at 1356–57 (finding a reasonable person could not be deceived by the plain language of a contractual provision); *Indulgence Yacht*

*Charters, Ltd. v. Ardell Inc.*, No. 08-60739, 2008 WL 4346749, at \*7 (S.D. Fla. Sept. 16, 2008) (“Courts routinely dismiss FDUTPA claims where those claims are directly and fully rebutted by express evidence in a governing written contract.”).

Velocity’s efforts to enforce the Endorsement are similarly not deceptive. Plaintiffs allege that Velocity’s “best practices” to enforce the Endorsement are “heavy-handed” and include: (1) refusing to communicate, and informing staff not to engage, with Public Adjusters; (2) informing staff not to inspect property losses while Public Adjusters are present; (3) requiring written communications with Public Adjusters to be “rejected in writing to the insured,” (4) demanding cancellation of Public Adjusters’ contracts with insureds; (5) canceling coverage based upon refusal to cancel Public Adjuster contracts; and (6) threatening not to investigate a loss without evidence that insureds complied with Velocity’s demand to cancel the Public Adjusters’ contracts. FAC, ¶¶ 40, 50, 52. These alleged acts are entirely consistent with Velocity’s efforts to enforce the Endorsement, and because the Endorsement is itself plainly stated and not deceptive, Velocity’s efforts to enforce its terms cannot be either. *See, e.g., Epoch Int’l Partners, LLP v. Bigfoot, Inc.*, 587 F. Supp. 3d 1214, 1219 (S.D. Fla. 2022) (denying FDUTPA claim as not “deceptive” where “the statements or actions allegedly made by Defendants pertain only to the performance (or non-performance) of the parties’ contract”). Accordingly, neither the Endorsement nor Velocity’s acts to enforce its terms are “deceptive” under FDUTPA.

2. The Endorsement and Velocity’s Enforcement of it are not Unfair.

An unfair trade practice “‘offends established public policy’ and . . . is ‘immoral, unethical, oppressive, unscrupulous or substantially injurious to consumers.’” *Samuels v. King Motor Co. of Fort Lauderdale*, 782 So. 2d 489, 499 (Fla. 4th DCA 2001) (quoting *Spiegel, Inc. v. Fed. Trade Comm’n*, 540 F.2d 287, 293 (7th Cir. 1976)). It almost never “unfair” for parties to bound by the terms of a contract. *See, e.g., Double AA Int’l Inv. Grp.*, 674 F. Supp. 2d at 1357 (finding no

violation of FDUTPA when “the contract was clear that there was no right of assignment without [defendant’s] approval”). Binding Florida law further confirms that courts cannot amend contracts, including insurance agreements, absent an expressly applicable statutory or common law principle permitting the court’s intervention in the contract. *France*, 380 So. 2d at 1156.

As discussed, the Endorsement is unambiguous and Velocity’s enforcement efforts are facially consistent with the Endorsement’s plain language. Yet, Plaintiffs allege that both the Endorsement and Velocity’s enforcement efforts are “unfair” because they “offend established public policy” and are otherwise “immoral, unethical, oppressive, unscrupulous or substantially injurious to consumers.” FAC, ¶ 68. But common law permits parties to freely contract, and such rights include the right to voluntarily waive or restrict one’s rights. *See, e.g., Constr. Consulting, Inc.*, 347 So. 3d at 25 (stating “nothing in the [statute] prevented [plaintiff] from waiving a statutory right to interest as part of a settlement after a dispute had arisen regarding the amount due under the contract.”). There is nothing “unfair” about an insurer offering, and an insured accepting, an unambiguous written agreement whereby the insured obtains high-risk insurance on property that could not otherwise be protected in exchange for an agreement by the insured not to retain a public adjuster in the event of a covered loss.

The Southern District of New York recently arrived at a similar conclusion. In *Barbato v. Interstate Fire & Cas. Co.* (“*Barbato NY*”), a public adjuster and a public adjuster association sued insurers for tortious interference because the insurers included an anti-public adjuster endorsement in their policies. No. 25-cv-5312 (JGK), 2025 WL 3632840 (S.D.N.Y. Dec. 15, 2025). The federal district court dismissed the public adjusters’ tortious interference claim, concluding that the anti-public adjuster endorsement cannot constitute “wrongful conduct” because it was not prohibited by any applicable law. *Id.*, at \*4–5 (“Because the plaintiffs do not allege plausibly that the APA

clause violates any law, and because the defendants' enforcement amounts to no more than the exercise of their contractual rights, the complaint fails to allege wrongful conduct sufficient to support a tortious interference with contract claim.”). The district court went on to explain that, because the anti-public adjuster endorsement was a legal exercise of the insurers' economic self-interest, the public adjusters could not state a tortious interference with economic advantage claim, which required the public adjusters to use “dishonest, unfair, or improper means.” *Id.* at \*5. The same principle applies here. Because there is no law prohibiting the Endorsement, the Endorsement and Velocity's enforcement of it constitute nothing more than Velocity's lawful exercise of its right to freedom of contract and its enforcement of its contractual rights.

***B. Plaintiffs Fail to State a Cause of Action on Count II (Declaratory Relief) Because Plaintiffs Cannot Satisfy the Elements of Declaratory Relief.***

Plaintiffs seek a declaratory relief holding that the Endorsement is facially unenforceable. FAC, ¶ 76. Declaratory judgments “afford parties relief from insecurity and uncertainty with respect to rights, status, and other equitable or legal relations.” *Crawley-Kitzman v. Hernandez*, 324 So. 3d 968, 974 (Fla. 3d DCA 2021). The elements of a claim for declaratory relief are:

[(1)] [T]here is a bona fide, actual, present practical need for the declaration; [(2)] that the declaration should deal with a present, ascertained or ascertainable state of facts or present controversy as to a state of facts; [(3)] that some immunity, power, privilege or right of the complaining party is dependent upon the facts or the law applicable to the facts; [(4)] that there is some person or persons who have, or reasonably may have an actual, present, adverse and antagonistic interest in the subject matter, either in fact or law; [(5)] that the antagonistic and adverse interest[s] are all before the court by proper process or class representation and [(6)] that the relief sought is not merely giving of legal advice by the courts or the answer to questions propounded from curiosity. These elements are necessary in order to maintain the status of the proceeding as being judicial in nature and therefore within the constitutional powers of the courts.

*Id.* (quoting *People's Tr. Ins. Co. v. Franco*, 305 So. 3d 579, 583 (Fla. 3d DCA 2020)).

Plaintiffs fail to satisfy the first element, “a bona fide, actual, present practical need for a declaration.” The Amended Complaint alleges the existence of twelve unidentified Velocity

policyholders who submitted claims to nine unidentified Public Adjusters, and generally alleges that (i) the insureds rescinded or cancelled their agreement with the public adjuster; and/or (ii) Velocity refused to acknowledge the public adjuster and demanded that the Public Adjuster's agreement be terminated and otherwise the Velocity Policyholder may risk denial of their claim and/or cancellation of their coverage. FAC, ¶¶ 46(a)–(l). But none of these allegations present “a bona fide, actual, present” dispute between a Velocity Policyholder and Velocity. They are all historical acts.

Plaintiffs further cannot support the third element, “that some immunity, power, privilege or right *of the complaining party* is dependent upon the facts or the law applicable to the facts,” because neither Plaintiffs nor their members are parties or third-party beneficiaries to the policies at issue. Plaintiffs are merely non-parties who wish their prospective customer had not previously voluntarily agreed not to hire public adjusters. *See* FAC, ¶¶ 46(a)–(l). Non-parties cannot challenge a contract. *Manny Seafood Corp.*, 389 So. 3d at 631. After thoroughly canvassing Florida law, Velocity cannot find any support for such a claim for declaratory relief.

Plaintiffs also fail to satisfy the fifth element because the necessary “antagonistic interests” to Plaintiffs’ claims are not all before the Court. The Amended Complaint confirms that Count II (and indeed all of Plaintiffs’ causes of action) are facial challenges to the validity and enforceability of all insurance policies that include the Endorsement. FAC, ¶ 76 (“Plaintiffs seek declaratory relief pursuant to Chapter 86, Fla. Stat., that [the Endorsement] is unenforceable as a matter of law.”). Plaintiffs would necessarily implicate and invalidate, all or part of each and every insurance policy that includes the Endorsement. But neither the insurers nor the insureds—the two signatories to the policies with the Endorsement at issue—are parties to this lawsuit. At a minimum, the actual signatories to the relevant insurance policies must be named as additional

parties to this lawsuit. Otherwise, this Court could enter a declaratory judgment that invalidates numerous insurance contracts even though none of the actual parties to the contracts are before the Court. Again, Velocity cannot find any support for such a claim under Florida law.

Lastly, Plaintiffs fail to satisfy the sixth element, “that the relief sought is not merely giving of legal advice by the courts or the answer to questions propounded from curiosity,” because Plaintiffs’ claim for declaratory relief is nothing but a general request for an advisory opinion. *See Santa Rosa Cnty.*, 661 So. 2d at 1193. Accordingly, Plaintiffs fail to sufficiently allege any—much less all—of the elements necessary to proceed on a claim for declaratory relief. Moreover, to the extent Plaintiffs cannot prevail under FDUTPA or the Florida Antitrust Act, Plaintiffs fail to identify the actionable public policy basis that justifies broadly declaring the Endorsement in Velocity’s surplus-lines policies unlawful.

***C. Plaintiffs Fail to State a Cause of Action on Count III (Florida Antitrust Act) Because the McCarran-Ferguson Exemption Applies and the Amended Complaint Fails to Properly Allege a Horizontal or Hub-and-Spoke Conspiracy.***

Though “[e]very contract, combination, or conspiracy in restraint of trade or commerce in this state is unlawful,” Fla. Stat. § 542.18, Florida courts interpret Florida law as only “intended to prohibit ‘unreasonable’ restraints on trade.”<sup>3</sup> *Okavage Grp. v. United Wholesale Mortg.*, No. 3:21-cv-448, 2024 WL 982380, at \*7 (M.D. Fla. Feb. 6, 2024), *aff’d*, 2025 WL 1513150 (11th Cir. May 28, 2025). Plaintiffs’ antitrust claim fails because (1) Velocity’s Endorsement and enforcement of

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<sup>3</sup> The Florida Antitrust Act “closely track[s] the language of the Sherman Act and [is] analyzed under the same rules and case law.” *Andrx Pharms.*, 421 F.3d at 1233 n.5 (11th Cir. 2005) (citing *All Care Nursing Serv.*, 135 F.3d at 745 n.11); Fla. Stat. § 542.32 ( “[i]t is the intent of the Legislature that, in construing this part, due consideration and great weight be given to the interpretations of the federal courts relating to comparable federal antitrust statutes.”); *SMYD Mar. Dist., Inc. v. Int’l Paint Ltd.*, 76 So. 3d 42, 46 (Fla. 4th DCA 2011) (explaining that Florida courts “look to federal cases to elucidate what is an agreement in restraint of trade and what proof constitutes a conspiracy”).

it are exempt from the antitrust laws under the McCarran-Ferguson Act; and (2) Plaintiffs fail to sufficiently allege an actionable conspiracy.

1. Velocity's Endorsement and Enforcement of it are Exempt from the Antitrust Laws under the McCarran-Ferguson Act.

Under the McCarran-Ferguson Act, the “business of insurance” is exempted from federal regulation, including the antitrust laws. 15 U.S.C. § 1012; *Slagle v. ITT Hartford*, 102 F.3d 494, 497 (11th Cir. 1996). McCarran-Ferguson also applies to claims under the Florida Antitrust Act. Fla. Stat. § 542.20; *Oscar Ins. Co. of Fla. v. Blue Cross & Blue Shield of Fla., Inc.*, 413 F. Supp. 3d 1198, 1201 n.4 (M.D. Fla. 2019). McCarran-Ferguson pre-emption applies when: (a) “the challenged activity is part of the ‘business of insurance’;” (b) “the challenged activity is regulated by state law;” and (c) “the challenged activity does not constitute a boycott of unrelated transactions.” *Union Labor Life Ins. Co. v. Pireno*, 458 U.S. 119, 124 (1982); *Gilchrist v. State Farm Mut. Auto Ins. Co.*, 390 F.3d 1327, 1330 (11th Cir. 2004) (citing *Uniforce Temporary Personnel v. Nat'l Council on Compensation Ins.*, 87 F.3d 1296, 1299 (11th Cir. 1996)). The Endorsement and Velocity's related enforcement efforts satisfy all three elements.

a. *The Business of Insurance*

A practice is part of the “business of insurance” if (1) “the practice has the effect of transferring or spreading a policyholder's risk;” (2) “the practice is an integral part of the policy relationship between the insurer and the insured;” and (3) “the practice is limited to entities within the insurance industry.” *Pireno*, 458 U.S. at 129. Performance conditions of an insurance policy (like the Endorsement) inherently satisfy these elements.

Without performance of the terms of the insurance policy, there is no risk transfer at all. Moreover, performance of an insurance contract also satisfies the remaining prongs of the *Pireno* test: It is central to the policy relationship between insurer and insured and is confined entirely to entities within the insurance industry.

*Gilchrist*, 390 F.3d at 1331 (quoting *United State Dep't of Treasury v. Fabe*, 508 U.S. 491, 504 (1993)). In *Gilchrist*, the Eleventh Circuit concluded that an insurer's policy limiting coverage to aftermarket automobile parts was part of the "business of insurance" because it served as a condition addressing the "reliability, interpretation, and enforcement" of the insurance policy. 390 F.3d at 1333 (citing *SEC v. Nat'l Sec., Inc.*, 393 U.S. 453, 460 (1969)). Similarly, here, the Endorsement is an express condition to the insurer's performance under the insurance policy, goes to the heart of the relationship between the insurer and the insured, and is the type of issue that is only relevant within the insurance industry. Accordingly, the Endorsement is part of the "business of insurance" and satisfies the exemption's first element.

*b. Regulation by State Law*

If "state legislation generally proscribes, permits or otherwise regulates the conduct in question and authorizes enforcement through a scheme of administrative supervision, the McCarran Act requirement of being regulated by state law has been satisfied." *Escrow Dist. Ins. Agency, Inc. v. Am. Title & Ins. Co., Inc.*, 550 F. Supp. 1192, 1198 (S.D. Fla. 1982); see also *FTC v. Nat'l Cas. Co.*, 357 U.S. 560 (1958) (applying McCarran-Ferguson when there were general state regulations of insurance advertising).

Florida "heavily regulates the insurance industry." *Gilchrist*, 390 F.3d at 1334. Though Plaintiffs describe surplus-lines insurers as "unregulated as to form or rate," FAC, ¶ 6, courts have rejected this characterization. See *Lemy v. Direct Gen. Fin. Co.*, 885 F. Supp. 2d 1265, 1268–1274 (M.D. Fla. 2012) (concluding in a different context that surplus-lines insurers and their policies are regulated by Florida's insurance code). Indeed, Florida law has express statutes governing

surplus-lines coverage.<sup>4</sup> Fla. Stat. §§ 626.913–626.937. Those statutes regulate surplus-lines insurance by requiring that the rate and policy not be more favorable to insureds than general lines coverage. Fla. Stat. § 626.916(1)(c). For these reasons, surplus-lines coverage is “regulated” by state law and satisfies the exemption’s second element.

*c. Boycott of Unrelated Transactions*

“[A] ‘boycott’ is the refusal to deal in a collateral transaction as a means to coerce terms respecting a primary transaction.” *Gilchrist*, 390 F.3d at 1335 (citing *Hartford Fire Ins. v. Cal.*, 509 U.S. 764, 801–05 (1993)). “It is the refusal to deal **beyond the targeted transaction** that gives the great coercive force to a commercial boycott.” *Gilchrist*, 390 F.3d at 1335 (quoting *Hartford*, 509 U.S. 802–03) (emphasis added). McCarran-Ferguson thus does not protect boycotts that intend to use “unrelated transactions” as “leverage to achieve the terms desired.” *Hartford*, 509 U.S. 802–03; *see, e.g., Gilchrist*, 390 F.3d at 1335 (concluding that insurer’s refusal to provide non-OEM parts concerned the primary transaction and showed no indication of coercion); *Slagle*, 102 F.3d at 498–99 (concluding that insurer’s refusal to provide windstorm insurance in windstorm prone coastal counties in Florida concerned the primary transaction). Here, there is no boycott of an “unrelated” transaction. Rather, the Endorsement is an express condition of performance that directly affects the risk a surplus-lines insurer assumes when agreeing to cover the underlying property, which is so risky that the general-lines market is largely unwilling or unable to offer coverage. The third element is thus satisfied, and the exemption bars Plaintiffs’ antitrust claim.

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<sup>4</sup> To the extent the Florida Legislature has developed a statutory scheme that intentionally regulates surplus-lines coverage less than general-lines coverage, such statutes only further cement the importance of Velocity’s separation of powers arguments in Section I of this Motion.

2. Plaintiffs Fail to Allege an Actionable Conspiracy.

Plaintiffs allege that the Endorsement is a *per se* antitrust violation. FAC, ¶¶ 84–96. “Per se violations ‘are limited to a very small class of antitrust practices whose character is well understood and that almost always harm competition.’” *United Am. Corp. v. Bitmain, Inc.*, 530 F. Supp. 3d 1241, 1271–72 (S.D. Fla. 2021) (quoting *Jacobs v. Tempur-Pedic Int’l, Inc.*, 626 F.3d 1327, 1334 (11th Cir. 2010)). The *per se* rule “turns on whether the practice facially appears to be one that would always or almost always tend to restrict competition and decrease output ... or instead one designed to increase economic efficiency and render markets more, rather than less, competitive.”<sup>5</sup> *Nw. Wholesale Stationers, Inc. v. Pac. Stationary and Printing Co.*, 472 U.S. 284, 289 (1985) (internal quotation marks omitted).

Plaintiffs further allege that the Endorsement amounts to a group boycott of public adjusters. FAC, ¶¶ 84–96. A boycott consists of “pressuring a party with whom one has a dispute by withholding, or enlisting others to withhold, patronage or services from the target.” *Quality Auto. Painting Ctr. of Roselle v. State Farm Indem. Co.*, 917 F.3d 1249, 1271 (11th Cir. 2019) (quoting *St. Paul Fire Mar. Ins. v. Barry*, 438 U.S. 531, 541 (1978)). “The ‘ultimate target’ of the agreement can be either a competitor or ‘a customer of some or all of the [boycotters] who is being denied access to desired goods or services because of a refusal to accede to particular terms set by some or all of the [boycotters].” *Quality Auto*, 917 F.3d at 1271 (quoting *Barry*, 438 U.S. at 541). Here, the alleged target—public adjusters—satisfy neither of these criteria and thus the

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<sup>5</sup> “The Supreme Court has ‘expressed reluctance to adopt *per se* rules with regard to restraints imposed in the context of business relationships where the economic impact of certain practices is not immediately obvious.’” *Bitmain*, 530 F. Supp. 3d at 1272 (quoting *Leegin Creative Leather Prods., Inc. v. PSKS, Inc.*, 551 U.S. 877, 887 (2007)). “Thus, courts should apply the *per se* label ‘infrequently and with caution.’” *Bitmain*, 530 F. Supp. 3d at 1272 (quoting *Seagood Trading Corp. v. Jerrico, Inc.*, 924 F.2d 1555, 1567 (11th Cir. 1991)).

Endorsement cannot constitute a boycott of any kind on its face. Additionally, Plaintiffs have failed to sufficiently plead a group boycott sufficient to state a *per se* antitrust claim.

Group boycotts are *per se* violations only when they involve “horizontal” conspiracies between or among competitors. *Quality Auto*, 917 F.3d at 1271 (quoting *NYNEX Corp. v. Discon, Inc.*, 525 U.S. 128, 135 (1998)); *Disposable Contact Lens Antitrust*, 245 F. Supp. 3d at 1290–91 (citing *Bus. Elec. Corp. v. Sharp Elecs. Corp.*, 485 U.S. 717, 730 (1988)). That is not the situation here. Plaintiffs allege a “hub and spoke” conspiracy where “an entity at one level of the market structure (the ‘hub’ [Velocity]) coordinates an agreement among competitors at a different level (the ‘spokes’ [surplus-lines insurers]).” *Okavage*, 2024 WL 928380, at \*9 (quoting *Bitmain, Inc.*, 530 F. Supp. 3d at 1255–56); see FAC, ¶¶ 84–96. “[T]he crucial question is whether the challenged anticompetitive conduct stems from independent decision or from an agreement, tacit or express.” *Auto. Alignment & Body Serv. v. State Farm Mut. Auto. Ins. Co.*, 953 F.3d 707, 726 (11th Cir. 2020) (quoting *Bell Atl. Corp. v. Twombly*, 550 U.S. 544, 55 (2007)). There must be “a unity of purpose or common design and understanding, or a meeting of minds in an unlawful arrangement.” *Bitmain, Inc.*, 530 F. Supp. 3d at 1256–57 (quoting *Seagood Trading Corp. v. Jerrico, Inc.*, 924 F.2d 1555, 1573 (11th Cir. 1991)).

Here, Plaintiffs provide nothing but conclusory allegations about insurers’ purported knowledge or coordination regarding the Endorsement. FAC, ¶¶ 86–90. “Conclusory allegations of agreement or conspiracy are insufficient.” *Quality Auto.*, 917 F.3d at 1262. Moreover, “[a]llegations of parallel conduct, even conscious parallelism, are insufficient standing alone to raise an inference of conspiracy.” *Auto. Alignment*, 953 F.3d at 726 (citing *Quality Auto.*, 917 F.3d at 1261–62). “Where a conspiracy claim rests on allegations of parallel conduct, a plaintiff must allege sufficient ‘plus factors’ to make the parallel conduct ‘more probative of conspiracy than of

conscious parallelism.” *Auto Alignment*, 953 F.3d at 726 (quoting *Quality Auto.*, 917 F.3d at 1262). While Plaintiffs attempt to identify “plus factors” designed to “remove [their] evidence from the realm of equipoise and render that evidence more probative of conspiracy than of conscious parallelism,” *Quality Auto.*, 917 F.3d at 1262 (quoting *Williamson Oil Co. v. Philip Morris USA*, 346 F.3d 1287, 1301 (11th Cir. 2003)), Plaintiff’s plus factors are little more than conclusory allegations that Velocity’s surplus-lines insurers knowingly entered similar vertical agreements with Velocity to include the Endorsement in their respective policies. FAC, ¶ 91. These “plus factors” are insufficient as a matter of law. *See, e.g., Twombly*, 550 U.S. at 565–66 (finding allegations of parallel conduct, without more, failed to state an antitrust claim); *Auto Alignment*, 953 F.3d at 726–27 (concluding plaintiff pleaded parallel conduct by alleging an insurer “sent out” a survey without alleging the survey was sent to competitor insurers to price fix); *Quality Auto.*, 917 F.3d at 1261–71 (concluding various potential “plus factors” were insufficient and more indicative of appropriate parallel conduct); *see also Okavage*, 2024 WL 928380, at \*10 (finding that statements of support from brokers favoring the defendant’s ultimatum failed to establish “plus factors” for a hub and spoke conspiracy). Accordingly, Plaintiffs have not, and cannot, plead an actionable horizontal conspiracy to support their *per se* claim and Count III should be dismissed.

### CONCLUSION

Plaintiffs’ Amended Complaint should be dismissed with prejudice. The Court should not invalidate anti-public adjuster endorsements in every Florida insurance policy when Florida law does not expressly or implicitly prohibit such endorsements. That is a policy choice best left for the Legislature. Moreover, Plaintiffs lack standing to maintain Counts II and III and otherwise fail to state viable causes of action on all counts. Accordingly, dismissal with prejudice is appropriate.

Date: January 23, 2026

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*Counsel for Velocity Risk Underwriters, LLC*

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the foregoing was served upon all counsel of record on January 23, 2026.

*/s/ Glenn E. Goldstein*

**GLENN E. GOLDSTEIN**

**EXHIBIT 1**

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

Florida Office of Insurance Regulation  
I-File Workflow System

Filing Number: 24-052992

Request Type: Entire Filing



FOR INFORMATIONAL PURPOSES ONLY

Date Received: 07/29/2024 Date Of Action: 11/13/2024  
FL OFFICE OF INSURANCE REGULATION

July 29, 2024

Michael Yaworsky, Commissioner  
Florida Office of Insurance Regulation  
Bureau of Property & Casualty Forms and Rates  
(Submitted via I-File)

**Attn: Bureau of Property & Casualty Forms and Rates**  
**Subject: Voluntary Homeowners Program (HO-3/HO-6)**  
**Filing Submission – Prior Approval**

Dear Mr. Yaworsky:

Please accept this form filing to introduce changes to the American Integrity Voluntary Homeowners Insurance Program.

With this filing, we are requesting an effective date of 10/01/2024 for new business and 12/01/2024 for renewal business.

Please contact me with any questions.

**Jennifer Burlett, AIS, API**  
**Senior Product Analyst**  
American Integrity Insurance Group  
5426 Bay Center Drive | Suite 600 | Tampa, FL 33609  
Ph: 813.535.8159 | [jburllett@aiiflorida.com](mailto:jburllett@aiiflorida.com)

5426 Bay Center Drive, Ste 600 | Tampa, FL 33609 | [www.aiiflorida.com](http://www.aiiflorida.com)



NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS

**Explanatory Memorandum  
Voluntary Homeowners Insurance Program (HO-3 and HO-6)**

With this filing, American Integrity is proposing to implement/revise the forms listed below.

Form Title	Form Number	Prior Version Number	Prior Filing Number
Public Adjuster Opt-Out Endorsement	AIIC FL PPAAE 10 24	New	New
Homeowners Policy Declarations	AIIC DEC 10 24	AIIC DEC 04 23	23-001330

Details are described below and identified in the accompanying tracked version of the Homeowners Policy Declarations.

**Public Adjuster Opt-Out Endorsement**

- This form is a new endorsement. AIIC believes that this form as presented comports with recent pre-filing conversations with the OIR regarding this endorsement.
- This new endorsement is optional and will only apply to policies that include the Mandatory Mediation-Arbitration endorsement and when affirmatively selected by the Insured.

**Homeowners Policy Declarations**

- The form version was revised to AIIC DEC 10 24.
- Under Policy Fees, dynamic symbols were added for Florida Insurance Guaranty Association Assessment Recoupment Fee(s), Citizens Property Insurance Corporation Emergency Assessments and Florida Hurricane Catastrophe Fund Emergency Assessments. These will populate when applicable.

Special note: The line items for the premium tax and fire marshal assessment credits will populate on the Declarations pages as outlined in the emergency order 69OER24-1 Premium Tax Discounts for all policies effective between 10/01/2024 and 9/30/2025. These line items are not specifically stated on the Declarations page template in order to alleviate the need for another Dec page filing to remove these line items next year. This is consistent with the Declarations pages recently approved in AIIC's Choice Homeowners (24-026961) and Choice Dwelling (24-027544) programs.

- The page numbering format was changed from "Page x of x" to "Page x" to account for the number of pages that may increase or decrease depending upon how many coverages, discounts/surcharges and forms and endorsements attach to the policy. The page numbering format is consistent with that approved for AIIC's Declarations pages approved under filing 23-013682.
- A dynamic statement was added which will populate when the Insured has affirmatively selected the Public Adjuster Opt-Out Endorsement: THIS POLICY CONTAINS A PUBLIC ADJUSTER OPT-OUT ENDORSEMENT WHICH YOU HAVE AFFIRMATIVELY ELECTED TO ENDORSE ONTO THIS POLICY FOR A REDUCTION IN PREMIUM. PLEASE READ IT CAREFULLY.



**Date:** 07/29/2024  
**Filing Id:** 1329391  
**File Log Number:** 24-052992  
**Entity Name:** AMERICAN INTEGRITY INSURANCE COMPANY OF FLORIDA  
**Interrogatory Component Name:** Interrogatories  
**Interrogatory:** Forms (All Lines)

---

Question #	Question	Answer
1	Are you someone other than an employee of the company who is making this filing on behalf of the company?	No
2	Are you simultaneously filing any of the forms contained in this filing in any other line(s) of business? (If so, provide the description of the line(s).)  Memo: We will also be submitting the Public Adjuster Opt-Out Endorsement and revisions to the Declarations page in our voluntary DP-3 and DP-1 programs.	Yes

---

**APPROVED**

Date Received: 07/29/2024 Date Of Action: 11/13/2024

FL OFFICE OF INSURANCE REGULATION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.  
**PUBLIC ADJUSTER OPT-OUT ENDORSEMENT**

In consideration for the premium paid, which includes a reduction in premium for the inclusion of this endorsement, and at your election, it is understood and agreed that as a condition of this policy, no "insured" shall retain or use, whether directly, indirectly or through a third party, the services of a "public adjuster" to inspect, evaluate, adjust or provide any other services regarding any covered loss or claim under this policy.

Under **DEFINITIONS**, the following is added:

A "**Public Adjuster**" is any person, except a duly licensed attorney at law as exempted under s. 626.860, who, for money, commission, or any other thing of value, directly or indirectly prepares, completes, or files an insurance claim for an insured or third-party claimant, regardless of how that person describes or presents his or her services, or who, for money, commission, or any other thing of value, acts on behalf of, or aids an insured or third-party claimant in negotiating for or effecting the settlement of a claim or claims for loss or damage covered by an insurance contract, regardless of how that person describes or presents his or her services, or who advertises for employment as an adjuster of such claims. The term also includes any person who, for money, commission, or any other thing of value, directly or indirectly solicits, investigates, or adjusts such claims on behalf of a public adjuster, an insured, or a third-party claimant.

Under **SECTION I AND II – CONDITIONS**, the following is added:

**Use of "Public Adjuster" Prohibited.** It is understood and agreed that you, or any "insured" shall not retain the services of a "public adjuster", whether directly, indirectly or through a third party, to inspect, evaluate, adjust or provide any other services regarding any covered loss or claim under this policy. This Endorsement does not prohibit an insured from presenting repair estimates from licensed contractors or from expert witnesses, which are not affiliated directly or indirectly with a public adjuster, in support of a claim.

All other terms and conditions, insured coverage and exclusions of this policy remain unchanged, including applicable limits, sublimits and deductibles, and apply in full force and effect to the coverage provided by this policy.



American Integrity Insurance Company of Florida  
5426 Bay Center Drive, Suite 600

Tampa, FL 33609

Date Received: 07/29/2024

Date Of Action: 11/13/2024

POLICY NUMBER:

FL OFFICE OF INSURANCE REGULATION

### HOMEOWNERS POLICY DECLARATIONS

**POLICY FORM:**

**IMPORTANT PHONE NUMBERS:**

Your Agency: <Agent Phone>

Customer Service: 1-866-968-8390

Claims Reporting: 1-866-277-9871

New Issue  Renewal  Change

Reason:

Policy Effective Date:

Policy Expiration Date:

12:01 a.m. STANDARD TIME at the residence premises

<Change Effective: <MM/DD/YYYY>

<This replaces all previously issued policy declarations.>

**INSURED NAME AND MAIL ADDRESS:**

Insured &

Insured

Address

Address

Address

**YOUR AMERICAN INTEGRITY AGENCY IS:**

Agency:

Address:

**Residence Premises covered by this policy is:**

Address:

County:

**TOTAL ANNUAL POLICY PREMIUM:**

\$

The Hurricane portion of the premium is:

\$

The non-Hurricane portion of the premium is:

\$

Insurance is provided only with respect to the following coverages for which a limit of liability and/or premium is specified, subject to all conditions of this policy. Based on the information available to us, the premium shown is the lowest we offer for which you qualify.

**SECTION I – PROPERTY COVERAGES**

Coverage A – Dwelling

<Coverage B – Other Structures>

Coverage C – Personal Property

Coverage D – Loss of Use

**LIMIT OF LIABILITY**

**PREMIUM**

\$

\$

<\$>

<\$>

\$

\$

\$

\$

<Ordinance or Law: \_\_\_\_\_% of Coverage A

\$

\$>

**<SECTION I – FLOOD**

Coverage A – Dwelling

Coverage B – Personal Property

\$

\$

\$

\$

**SECTION I – DEDUCTIBLES:**

In case of a property loss, we only cover that part of the loss over the deductible(s) stated:

All Other Perils other than Hurricane:

\$XXXXXX.XX

<Windstorm or Hail (Other Than Hurricane)

\$XXXXXX.XX>

**<HURRICANE:**

**<%> of Coverage A**

**\$XXXXXX.XX>**

<Sinkhole:

<%> of Coverage A

\$XXXXXX.XX>

<Flood:

<\$>

\$XXXXXX.XX>



American Integrity Insurance Company of Florida  
5426 Bay Center Drive, Suite 600  
Tampa, FL 33609

**APPROVED**

Date Received: 07/29/2024 Date Of Action: 11/13/2024

POLICY NUMBER:

FL OFFICE OF INSURANCE REGULATION

**SECTION II – LIABILITY COVERAGES**

Coverage E – Personal Liability	\$	\$
Coverage F – Medical Payments to Others	\$	\$

<b>OPTIONAL COVERAGES:</b>	<b>LIMIT OF LIABILITY</b>	<b>PREMIUM</b>
----------------------------	---------------------------	----------------

<b>DISCOUNTS AND SURCHARGES:</b>		\$
		\$
		\$

<b>POLICY FEES:</b>		
Managing General Agency Fee		\$
Emergency Management Preparedness and Assistance Trust Fund Surcharge		\$
<Florida Insurance Guaranty Association <XXXX> Regular Assessment Recoupment Fee		\$ >
<Citizens Property Insurance Corporation <XXXX> Emergency Assessment		\$ >
<Florida Hurricane Catastrophe Fund Emergency Assessment		\$ >

**FORM AND ENDORSEMENTS:**

These Declarations together with the Policy Jacket, Policy Form and endorsements, if any, issued to form a part thereof, complete the above numbered policy.

Authorized Countersignature: DC Ritchie Date Signed: \_\_\_\_\_



American Integrity Insurance Company of Florida  
5426 Bay Center Drive, Suite 600

Tampa, FL 33609

POLICY NUMBER:

Date Received: 07/29/2024

Date Of Action: 11/13/2024

FL OFFICE OF INSURANCE REGULATION

**RATING INFORMATION:**

Construction Type:  
Year of  
Construction: Type  
of Residence:  
Dwelling Type:  
Number of Months Occupied:  
Occupancy:  
<Stories:>  
<Floors:>

**<FLOOD INFORMATION:**

Current Flood Zone:  
Grandfathered:  
Rated Flood Zone: >  
<Community#:>  
<Map Panel/Suffix:>

**ADDITIONAL INTEREST(S):**

**LAW AND ORDINANCE: LAW AND ORDINANCE  
COVERAGE IS AN IMPORTANT COVERAGE THAT YOU  
MAY WISH TO PURCHASE. PLEASE DISCUSS WITH YOUR  
INSURANCE AGENT.**

**<FLOOD INSURANCE: YOU SHOULD CONSIDER THE  
PURCHASE OF FLOOD INSURANCE. YOUR  
HOMEOWNER'S INSURANCE POLICY DOES NOT  
INCLUDE COVERAGE FOR DAMAGE RESULTING FROM  
FLOOD EVEN IF HURRICANE WINDS AND RAIN CAUSED  
THE FLOOD TO OCCUR. WITHOUT SEPARATE FLOOD  
INSURANCE COVERAGE, YOUR UNCOVERED LOSSES  
CAUSED BY FLOOD ARE NOT COVERED. PLEASE  
DISCUSS THE NEED TO PURCHASE SEPARATE FLOOD  
INSURANCE COVERAGE WITH YOUR INSURANCE**



American Integrity Insurance Company of Florida  
5426 Bay Center Drive, Suite 600

Tampa, FL 33609

POLICY NUMBER:

Date Received: 07/29/2024

Date Of Action: 11/13/2024

FL OFFICE OF INSURANCE REGULATION

**AGENT.>**

**<THIS POLICY CONTAINS A SEPARATE DEDUCTIBLE FOR HURRICANE LOSSES, WHICH MAY RESULT IN HIGH OUT-OF-POCKET EXPENSES TO YOU.>**

**<YOUR POLICY PROVIDES COVERAGE FOR A CATASTROPHIC GROUND COVER COLLAPSE THAT RESULTS IN THE PROPERTY BEING CONDEMNED AND UNINHABITABLE. OTHERWISE, YOUR POLICY DOES NOT PROVIDE COVERAGE FOR SINKHOLE LOSSES. YOU MAY PURCHASE ADDITIONAL COVERAGE FOR SINKHOLE LOSSES FOR AN ADDITIONAL PREMIUM.>**

**<THIS POLICY CONTAINS A SEPARATE DEDUCTIBLE FOR SINKHOLE LOSSES, WHICH MAY RESULT IN HIGH OUT-OF-POCKET EXPENSES TO YOU.>**

DISPLAY WHEN FLOOD IS PURCHASED

**<THIS POLICY CONTAINS A SEPARATE DEDUCTIBLE FOR FLOOD LOSSES, WHICH MAY RESULT IN OUT-OF- POCKET EXPENSES TO YOU.>**

**<THIS POLICY CONTAINS A PUBLIC ADJUSTER OPT-OUT ENDORSEMENT WHICH YOU HAVE AFFIRMATIVELY ELECTED TO ENDORSE ONTO THIS POLICY FOR A REDUCTION IN PREMIUM. PLEASE READ IT CAREFULLY.>**

A rate adjustment of - <XXXXX.XX> is included to reflect the Windstorm Loss Mitigation Device Discount. This discount applies only to the wind portion of your premium and can range from a <%> to <%> discount.

A rate adjustment of <\$XXXX.XX> is included to reflect the Building Code Effectiveness Grade in your area. Adjustments range from a <%> surcharge to a <%> discount.

<Property Coverage limits will increase at renewal due to an inflation factor of <%>, as determined by an industry approved replacement cost estimator index to maintain insurance to an approximate replacement cost of the home.>



American Integrity Insurance Company of Florida  
5426 Bay Center Drive, Suite 600  
Tampa, FL 33609

**APPROVED**

Date Received: 07/29/2024 Date Of Action: 11/13/2024

POLICY NUMBER:

FL OFFICE OF INSURANCE REGULATION

<The difference in premium due to a coverage change is \$XXX.XX>

<The difference in premium due to an approved rate <increase/decrease> is \$XXX.XX>

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY - PUBLIC ACCESS



American Integrity Insurance Company of Florida  
 5426 Bay Center Drive, Suite 600  
 Tampa, FL 33609  
**POLICY NUMBER:**

## HOMEOWNERS POLICY DECLARATIONS

**POLICY FORM:**

**IMPORTANT PHONE NUMBERS:**

Your Agency: <Agent Phone>  
 Customer Service: 1-866-968-8390  
 Claims Reporting: 1-866-277-9871

New Issue    Renewal    Change

Reason:

Policy Effective Date:

Policy Expiration Date:

12:01 a.m. STANDARD TIME at the residence premises

<Change Effective: <MM/DD/YYYY>

<This replaces all previously issued policy declarations.>

**INSURED NAME AND MAIL ADDRESS:**

Insured &  
 Insured  
 Address  
 Address  
 Address

**YOUR AMERICAN INTEGRITY AGENCY IS:**

Agency:  
 Address:

**Residence Premises covered by this policy is:**

Address:  
 County:

**TOTAL ANNUAL POLICY PREMIUM:**

\$

The Hurricane portion of the premium is:

\$

The non-Hurricane portion of the premium is:

\$

Insurance is provided only with respect to the following coverages for which a limit of liability and/or premium is specified, subject to all conditions of this policy. Based on the information available to us, the premium shown is the lowest we offer for which you qualify.

**SECTION I – PROPERTY COVERAGES**

Coverage A – Dwelling

**LIMIT OF LIABILITY**

**PREMIUM**

<Coverage B – Other Structures>

\$

\$

<\$>

<\$>

Coverage C – Personal Property

\$

\$

Coverage D – Loss of Use

\$

\$

<Ordinance or Law: \_\_\_\_\_% of Coverage A

\$

\$>

**<SECTION I – FLOOD**

Coverage A – Dwelling

\$

\$

Coverage B – Personal Property

\$

\$

**SECTION I – DEDUCTIBLES:**

In case of a property loss, we only cover that part of the loss over the deductible(s) stated:

All Other Perils other than Hurricane:

\$XXXXXX.XX

<Windstorm or Hail (Other Than Hurricane)

\$XXXXXX.XX>

**<HURRICANE:**

**<%> of Coverage A**

**\$XXXXXX.XX>**

<Sinkhole:

<%> of Coverage A

\$XXXXXX.XX>

<Flood:

<\$>

\$XXXXXX.XX>



American Integrity Insurance Company of Florida  
 5426 Bay Center Drive, Suite 600  
 Tampa, FL 33609  
**POLICY NUMBER:**

**SECTION II – LIABILITY COVERAGES**

Coverage E – Personal Liability	\$	\$
Coverage F – Medical Payments to Others	\$	\$

---

<b>OPTIONAL COVERAGES:</b>	<b>LIMIT OF LIABILITY</b>	<b>PREMIUM</b>
----------------------------	---------------------------	----------------

---

**DISCOUNTS AND SURCHARGES:**

	\$
	\$
	\$

---

**POLICY FEES:**

Managing General Agency Fee	\$
Emergency Management Preparedness and Assistance Trust Fund Surcharge	\$
<Florida Insurance Guaranty Association <XXXX> Regular Assessment Recoupment Fee	\$ IV
<Citizens Property Insurance Corporation <XXXX> Emergency Assessment	\$ IV
<Florida Hurricane Catastrophe Fund Emergency Assessment	\$ IV

---

**FORM AND ENDORSEMENTS:**

These Declarations together with the Policy Jacket, Policy Form and endorsements, if any, issued to form a part thereof, complete the above numbered policy.

Authorized Countersignature: DC Ritchie Date Signed: \_\_\_\_\_

---

**RATING INFORMATION:**

Construction Type:  
Year of  
Construction: Type  
of Residence:  
Dwelling Type:  
Number of Months Occupied:  
Occupancy:  
<Stories:>  
<Floors:>

---

**<FLOOD INFORMATION:**

Current Flood Zone:  
Grandfathered:  
Rated Flood Zone: >  
<Community#:>  
<Map Panel/Suffix:>

---

**ADDITIONAL INTEREST(S):**

---

**LAW AND ORDINANCE: LAW AND ORDINANCE  
COVERAGE IS AN IMPORTANT COVERAGE THAT YOU  
MAY WISH TO PURCHASE. PLEASE DISCUSS WITH YOUR  
INSURANCE AGENT.**

**<FLOOD INSURANCE: YOU SHOULD CONSIDER THE  
PURCHASE OF FLOOD INSURANCE. YOUR  
HOMEOWNER'S INSURANCE POLICY DOES NOT  
INCLUDE COVERAGE FOR DAMAGE RESULTING FROM  
FLOOD EVEN IF HURRICANE WINDS AND RAIN CAUSED  
THE FLOOD TO OCCUR. WITHOUT SEPARATE FLOOD  
INSURANCE COVERAGE, YOUR UNCOVERED LOSSES  
CAUSED BY FLOOD ARE NOT COVERED. PLEASE  
DISCUSS THE NEED TO PURCHASE SEPARATE FLOOD  
INSURANCE COVERAGE WITH YOUR INSURANCE**

**AGENT.>**

**<THIS POLICY CONTAINS A SEPARATE DEDUCTIBLE FOR HURRICANE LOSSES, WHICH MAY RESULT IN HIGH OUT-OF-POCKET EXPENSES TO YOU.>**

**<YOUR POLICY PROVIDES COVERAGE FOR A CATASTROPHIC GROUND COVER COLLAPSE THAT RESULTS IN THE PROPERTY BEING CONDEMNED AND UNINHABITABLE. OTHERWISE, YOUR POLICY DOES NOT PROVIDE COVERAGE FOR SINKHOLE LOSSES. YOU MAY PURCHASE ADDITIONAL COVERAGE FOR SINKHOLE LOSSES FOR AN ADDITIONAL PREMIUM.>**

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A rate adjustment of <\$XXXX.XX> is included to reflect the Building Code Effectiveness Grade in your area. Adjustments range from a <%> surcharge to a <%> discount.

<Property Coverage limits will increase at renewal due to an inflation factor of <%>, as determined by an industry approved replacement cost estimator index to maintain insurance to an approximate replacement cost of the home.>



American Integrity Insurance Company of Florida  
5426 Bay Center Drive, Suite 600  
Tampa, FL 33609  
**POLICY NUMBER:**

<The difference in premium due to a coverage change is \$XXX.XX>

<The difference in premium due to an approved rate <increase/decrease> is \$XXX.XX>



August 22, 2024

Melissa Lescher  
Florida Office of Insurance Regulation  
Property & Casualty Product Review Business Unit  
(Submitted via I-File)

RE: AMERICAN INTEGRITY INSURANCE COMPANY OF FLORIDA  
Homeowners Multi-Peril (040 + 04.0000FL)  
Company File Number: N/A  
OIR File Number: FCP 24-052992

Dear Ms. Lescher:

Please accept this as that company's response to your clarification letter dated 8/16/2024. The responses are as follows:

1. It appears you are missing a Public Adjuster Opt-Out Acknowledgment Form.  
**AIIC has a Public Adjuster Opt-Out Acknowledgement Form. The Public Adjuster Opt-Out Acknowledgement is not considered part of the insurance contract. The optional Public Adjuster Opt-Out form functions the same as AIIC's Optional Mandatory Mediation-Arbitration endorsement in that if an Insured selects the Public Adjuster Opt-Out endorsement, the Insured would be required to execute the Public Adjuster Opt-Out Acknowledgement confirming their selection.**
2. Once elected, will an insured get notice periodically about their options? When can they opt-out of the endorsement?  
**When selected by the Insured, the Public Adjuster Opt-Out Endorsement will be included in the new business policy packet and all renewal policy packets until the Insured requests that the endorsement be removed. As with any changes to their policy, the Insured may contact their agent to discuss their options or to remove the endorsement at renewal.**
3. If an insured opts-in for the binding Arbitration endorsement, do they automatically get the Public Adjuster Opt-Out Endorsement?  
**No, the Insured will need to affirmatively select the optional Public Adjuster Opt-Out Endorsement and execute the Public Adjuster Opt-Out Acknowledgement form.**

Please contact me with any questions.

**Jennifer Burlett, AIS, API**  
**Senior Product Analyst**

American Integrity Insurance Group  
5426 Bay Center Drive | Suite 600 | Tampa, FL 33609  
Ph: 813.535.8159 | [jburlett@aiiflorida.com](mailto:jburlett@aiiflorida.com)

5426 Bay Center Drive, Ste 600 | Tampa, FL 33609 | [www.aiiflorida.com](http://www.aiiflorida.com)



**APPROVED**

Date Received: 07/29/2024 Date Of Action: 11/13/2024

FL OFFICE OF INSURANCE REGULATION

**PUBLIC ADJUSTER OPT-OUT ACKNOWLEDGMENT FORM**

You (all named insureds shown in the Declarations, and spouses if a resident of the same household) are hereby acknowledging that you understand and are accepting the Public Adjuster Opt-Out Endorsement (AIIIC FL HO3 PPA) and all terms and conditions contained within it. By accepting this endorsement, you are receiving a reduction in premium associated with it.

This acknowledgment applies to this policy term and all subsequent policy terms as long as coverage with the Public Adjuster Opt-Out Endorsement (AIIIC FL HO3 PPA) remains in force continuously. For policies including this endorsement, if there is a lapse in coverage and the policy is reinstated, you will need to sign a new Public Adjuster Opt-Out Acknowledgment form (AIIIC FL HO3 PPAA) for the endorsement to apply with the associated reduction in premium. As a condition of this policy, no Insured will retain or use, whether directly, indirectly or through a third party, the services of a "public adjuster" to inspect, evaluate, adjust or provide any other services regarding any covered loss or claim under this policy.

A "Public Adjuster" is any person, except a duly licensed attorney at law as exempted under s. 626.860, who, for money, commission, or any other thing of value, directly or indirectly prepares, completes, or files an insurance claim for an insured or third-party claimant, regardless of how that person describes or presents his or her services, or who, for money, commission, or any other thing of value, acts on behalf of, or aids an insured or third-party claimant in negotiating for or effecting the settlement of a claim or claims for loss or damage covered by an insurance contract, regardless of how that person describes or presents his or her services, or who advertises for employment as an adjuster of such claims. The term also includes any person who, for money, commission, or any other thing of value, directly or indirectly solicits, investigates, or adjusts such claims on behalf of a public adjuster, an insured, or a third-party claimant.

\_\_\_\_\_  
Named Insured  
  
\_\_\_\_\_  
Printed Name  
  
\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Named Insured  
  
\_\_\_\_\_  
Printed Name  
  
\_\_\_\_\_  
Date Signed

Policy Number: <Policy Number>

Policy Term: <mm/dd/yyyy to mm/dd/yyyy>

SPECIAL NOTE: This election may not be rescinded mid-term.



September 11, 2024

Melissa Lescher  
Florida Office of Insurance Regulation  
Property & Casualty Product Review Business Unit  
(Submitted via I-File)

RE: AMERICAN INTEGRITY INSURANCE COMPANY OF FLORIDA  
Homeowners Multi-Peril (040 + 04.0000FL)  
Company File Number: N/A  
OIR File Number: FCP 24-052992

Dear Ms. Lescher:

Thank you for your consideration of the above-referenced filing. In light of continued communication and review of this filing American Integrity is request a one-week extension of the deemer for this filing through and including 9/19/2024.

Please feel free to contact me at any time to discuss this matter further.

**Jennifer Burlett, AIS, API**

**Senior Product Analyst**

American Integrity Insurance Group  
5426 Bay Center Drive | Suite 600 | Tampa, FL 33609  
Ph: 813.535.8159 | [jburlett@aiiflorida.com](mailto:jburlett@aiiflorida.com)

5426 Bay Center Drive, Ste 600 | Tampa, FL 33609 | [www.aiiflorida.com](http://www.aiiflorida.com)





September 19, 2024

Melissa Lescher  
Florida Office of Insurance Regulation  
Property & Casualty Product Review Business Unit  
(Submitted via I-File)

RE: AMERICAN INTEGRITY INSURANCE COMPANY OF FLORIDA  
Homeowners Multi-Peril (040 + 04.0000FL)  
Company File Number: N/A  
OIR File Number: FCP 24-052992

Dear Ms. Lescher:

Thank you for your consideration of the above-referenced filing. In light of additional time needed to finalize the review and approval of this filing American Integrity is requesting a one-week extension of the deemer for this filing through and including 9/26/2024.

Please feel free to contact me at any time to discuss this matter further.

**Jennifer Burlett, AIS, API**

**Senior Product Analyst**

American Integrity Insurance Group  
5426 Bay Center Drive | Suite 600 | Tampa, FL 33609  
Ph: 813.535.8159 | [jburlett@aiiflorida.com](mailto:jburlett@aiiflorida.com)

5426 Bay Center Drive, Ste 600 | Tampa, FL 33609 | [www.aiiflorida.com](http://www.aiiflorida.com)





September 24, 2024

Melissa Lescher  
Florida Office of Insurance Regulation  
Property & Casualty Product Review Business Unit  
(Submitted via I-File)

RE: AMERICAN INTEGRITY INSURANCE COMPANY OF FLORIDA  
Homeowners Multi-Peril (040 + 04.0000FL)  
Company File Number: N/A  
OIR File Number: FCP 24-052992

Dear Ms. Lescher:

Thank you for your consideration of the above-referenced filing. In light of additional time needed to finalize the review and approval of this filing American Integrity is requesting an additional ten day extension of the deemer for this filing through and including 10/07/2024.

Please feel free to contact me at any time to discuss this matter further.

**Jennifer Burlett, AIS, API**

**Senior Product Analyst**

American Integrity Insurance Group  
5426 Bay Center Drive | Suite 600 | Tampa, FL 33609  
Ph: 813.535.8159 | [jburlett@aiiflorida.com](mailto:jburlett@aiiflorida.com)

5426 Bay Center Drive, Ste 600 | Tampa, FL 33609 | [www.aiiflorida.com](http://www.aiiflorida.com)





October 4, 2024

Brittany Barnhart  
Florida Office of Insurance Regulation  
Property & Casualty Product Review Business Unit  
(Submitted via I-File)

RE: AMERICAN INTEGRITY INSURANCE COMPANY OF FLORIDA  
Homeowners Multi-Peril (040 + 04.0000FL)  
Company File Number: N/A  
OIR File Number: FCP 24-052992

Dear Ms. Barnhart:

Thank you for your consideration of the above-referenced filing. In light of additional time needed to finalize the review and approval of this filing American Integrity is requesting an extension of the deemer for this filing through and including 11/14/2024.

Please feel free to contact me at any time to discuss this matter further.

**Jason Winslow, CPCU**

**Director of Product Management**

American Integrity Insurance Group  
5426 Bay Center Drive | Suite 600 | Tampa, FL 33609  
Ph: 813.512.6663 | [jwinslow@aiiflorida.com](mailto:jwinslow@aiiflorida.com) | [www.aiiflorida.com](http://www.aiiflorida.com)

5426 Bay Center Drive, Ste 600 | Tampa, FL 33609 | [www.aiiflorida.com](http://www.aiiflorida.com)





FINANCIAL SERVICES  
COMMISSION

RON DESANTIS  
GOVERNOR

JIMMY PATRONIS  
CHIEF FINANCIAL OFFICER

ASHLEY MOODY  
ATTORNEY GENERAL

WILTON SIMPSON  
COMMISSIONER OF  
AGRICULTURE

## OFFICE OF INSURANCE REGULATION

MICHAEL YAWORSKY  
COMMISSIONER

August 16, 2024

Mrs. Jennifer Burlett  
American Integrity Insurance Company Of Florida  
5426 Bay Center Drive, Suite 600  
Tampa, FL 33609

RE: AMERICAN INTEGRITY INSURANCE COMPANY OF FLORIDA  
Homeowners Multi-Peril (040 + 04.0000FL)  
Company File Number: N/A  
OIR File Number: FCP 24-052992

**PLEASE REFER TO THE OIR FILE NUMBER WHEN CORRESPONDING**

Dear Mrs. Burlett:

Thank you for your recent form filing. We have completed our review of the filing received on 7/29/2024 and need additional information in order to continue our review. In accordance with Section 627.410(2), F.S., we hereby extend the review period by 15 additional days.

Further consideration of the filing cannot be given unless a response to the following items is received:

**Public Adjuster Opt-Out Endorsement (AHC FL PPAE 10 24)**

- 1) It appears you are missing a Public Adjuster Opt-Out Acknowledgment Form.
- 2) Once elected, will an insured get notice periodically about their options? When can they opt-out of the endorsement?
- 3) If an insured opts-in for the binding Arbitration endorsement, do they automatically get the Public Adjuster Opt-Out Endorsement?

Please respond using the "Add to a Submitted Filing" feature of our IRFS system (<https://irfs.fldfs.com>).

This filing will be held in suspense pending your response to this **CLARIFICATION** letter. In order to allow the Office of Insurance Regulation sufficient time to analyze your response, please respond by **August 23, 2024**. Otherwise, the filing will be **DISAPPROVED** pursuant to the provisions of Section 627.411, F.S.

Burlett, Jennifer  
FCP 24-052992  
August 16, 2024  
Page 2

If you have any questions regarding this filing, please contact me at the telephone number listed below.

Sincerely,

Melissa Lescher  
Government Analyst II  
Property & Casualty Product Review Business Unit  
(850) 413-5375  
Melissa.Lescher@flor.com



FINANCIAL SERVICES  
COMMISSION

RON DESANTIS  
GOVERNOR

JIMMY PATRONIS  
CHIEF FINANCIAL OFFICER

ASHLEY MOODY  
ATTORNEY GENERAL

WILTON SIMPSON  
COMMISSIONER OF  
AGRICULTURE

## OFFICE OF INSURANCE REGULATION

**MICHAEL YAWORSKY**  
COMMISSIONER

November 13, 2024

Mr. Jason Winslow  
American Integrity Insurance Company Of Florida  
5426 Bay Center Drive  
Suite 600  
Tampa, FL 33609

RE: AMERICAN INTEGRITY INSURANCE COMPANY OF FLORIDA  
Homeowners Multi-Peril (040 + 04.0000FL)  
Company File Number: N/A  
OIR File Number: FCP 24-052992

Dear Mr. Jason Winslow:

The Office has completed its review of the above-referenced filing dated 7/29/2024. The forms submitted in this filing are **APPROVED** as of the date stamped. The effective date has been changed to 11/13/2024 for new business and it is our understanding that the proposed effective date for use of the forms is 12/1/2024 for renewals.

This approval is applicable only to the stamped approved forms contained herein. Any corresponding rate or rule filing must be submitted as a separate filing. This approval is conditioned upon and subject to the filing and approval of the respective rates and rules.

Sincerely,

Office of Insurance Regulation

**From:** Melissa.Lescher@floi.com  
**To:** jburlett@aiiflora.com  
**CC:** ProductPricingFilings@aiiflora.com; bradeloff@aiiflora.com  
**Subject:** FLOIR [RE: FL Filing Number 24-052992]  
**Date:** Friday, August 16, 2024 2:19:12 PM  
**Attachments:** 24-052992\_Clarification Letter - Forms\_70001.docx

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Attached, you will find a clarification letter for this filing. You must use the 'Add to a Submitted Filing' feature within your filing in IRFS (<https://irfs.flds.com>) to send your response and any applicable attachments. Please note the date requirement for your response. If you have any questions, please do not hesitate to contact me.

Sincerely,

Melissa Lescher  
Government Analyst II  
Property & Casualty Product Review Business Unit  
(850) 413-5375  
Melissa.Lescher@floi.com

**From:** Brittany.Barnhart@floi.com  
**To:** jburlett@aiiflorida.com  
**CC:** ProductPricingFilings@aiiflorida.com; bradeloff@aiiflorida.com  
**Subject:** FLOIR [RE: FL Filing Number 24-052992]  
**Date:** Wednesday, November 13, 2024 5:14:07 PM  
**Attachments:** 24-052992\_Approval Letter - Forms\_54277.docx

---

The stamped documents for this filing will be sent by separate email to:

jburlett@aiiflorida.com  
ProductPricingFilings@aiiflorida.com  
bradeloff@aiiflorida.com

Please see the attached letter.

Sincerely,

Brittany Barnhart  
Financial Administrator  
Property & Casualty Product Review Business Unit  
(850) 413-5378  
Brittany.Barnhart@floi.com