IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT
IN AND FOR PASCO COUNTY, FLORIDA

Heritage Property & Casualty Insurance Company as subrogee of Rupa Shah,

Plaintiff,

v. Case No.

Angi Inc. dba Total Home Roofing,

Defendant.
_____/

COMPLAINT

Plaintiff, Heritage Property & Casualty Insurance Company ("Heritage"), appears through counsel as subrogee of Rupa Shah ("Insured") and sues Angi Inc. dba Total Home Roofing, stating:

JURISDICTION, PARTIES, AND VENUE

1. This is an action for damages greater than fifty thousand dollars ($50,000.00) exclusive of interest, costs, and attorney's fees.

2. Plaintiff, Heritage Property & Casualty Insurance Company, is a corporation properly registered with the Florida Department of Insurance to transact business as an insurance carrier in the State of Florida.

3. Defendant, Angi Inc. purchased Total Home Roofing, LLC (hereinafter "Defendant"), is a Delaware corporation (Doc. No. F22000001706) doing business in Florida.

4. Venue is proper in this Court because the acts and/or omissions which form the basis of this lawsuit occurred in Pasco County, Florida.

GENERAL ALLEGATIONS

5. At all times relevant to this action, the Insured owned the real property at 16107 Ivy Lake Dr, Odessa, FL 33556 ("Insured Property").

6. At all times relevant to this action, the Insured Property was insured by Heritage Policy No. HOH361931 ("Policy"). A copy of the Policy declaration is attached as **Exhibit A** and a full copy of the Policy is available upon request.

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7. Upon information and belief, Defendant acquired the Total Home Roofing business in July 2021, owned that business on 4/29/2022, and sold its interest in Total Home Roofing, LLC in November 2023.

8. Before 4/29/2022, upon information and belief, Defendant, through its authorized representatives operating under the name Total Home Roofing, entered into a contract with the Insured to perform roof replacement work at the Insured Property in exchange for payment.

9. The roofing project included replacement of the shingle roof, installation of peel-and-stick underlayment, and replacement of ridge vents, as reflected in Pasco County Permit No. RESRRF-2022-002672.

10. Under the Contract, Defendant undertook to furnish and complete the roofing work in a good and workmanlike manner. That undertaking included maintaining adequate temporary protection of portions of the roof opened during the work to prevent rainwater from entering the home before the replacement roof was completed.

11. On or about 4/27/2022, roofing personnel removed existing shingles from the Insured Property. By 4/28/2022, only part of the replacement roof had been completed, leaving a portion unfinished.

12. On 4/29/2022, Defendant failed to complete or adequately protect the unfinished portion of the roof before rainfall, leaving the Insured Property open and exposed to the elements.

13. On or about 4/29/2022, rainwater entered through the unfinished and inadequately protected roof and the Insured Property suffered catastrophic damage.

14. Heritage determined the damage was a covered loss under the Policy and indemnified the Insured as required by the Policy.

15. Heritage made payments to its Insured pursuant to the Policy.

16. Heritage did not act as a volunteer in making the payments and Heritage was not primarily liable for the debt. Heritage made the payments in order to protect its own interest.

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17. Pursuant to Florida law, Heritage is subrogated to the rights of its Insured to the full extent of its payments and its Insured's deductible.

18. Heritage has fully indemnified its insured by virtue of payments totaling $176,046.16 after applying the $1,000.00 deductible required by the Policy.

19. Heritage is entitled to recover $177,046.16, any supplemental payments, interest, and costs of this action.

20. Permitting Heritage to seek recovery for its payments works no injustice to the right of any third-party.

21. All conditions precedent to bringing this action have been satisfied or waived.

COUNT I – BREACH OF CONTRACT

22. The allegations in each above paragraph are realleged herein.

23. The Contract was a valid and enforceable agreement supported by consideration, under which Defendant agreed to perform roof replacement work at the Insured Property in exchange for the Insured's agreement to pay.

24. Defendant materially breached the Contract by failing to perform the roofing work in a good and workmanlike manner, including leaving the roof unfinished, open, and exposed on 4/29/2022 without adequate temporary roofing, tarping, or other weather protection to prevent rainwater intrusion.

25. As a direct and foreseeable result of Defendant's breach, rainwater entered the Insured Property and caused damage requiring mitigation, drying, remediation, and repair. Such interior water damage was a foreseeable consequence of leaving the roof open and inadequately protected during the work.

26. Heritage paid to repair and remediate the damage and is entitled to recover to the extent of its payments under the Policy, including but not limited to, all payments for remediation, mitigation, dwelling repair, personal property, and loss of use.

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WHEREFORE the Plaintiff, Heritage Property & Casualty Insurance Company, respectfully requests this Court enter judgment in its favor, and against Defendant, for the full damage incurred, including all payments for remediation, mitigation, dwelling repair, personal property, loss of use, interest, and costs of this action.

DESIGNATION OF SERVICE EMAIL

In accordance with Fla. R. Jud. Admin. 2.516(b)(1)(A) the undersigned designates the following e-mail addresses for service:

Primary: Service@BLFFL.com
Secondary: TBrown@BLFFL.com

Respectfully submitted on October 26, 2026.

BROWN LAW FIRM, PL
1540 Int'l Pkwy., Ste. 2000
Lake Mary, FL 32746
Phone: (407) 347-4908
Service: Service@BLFFL.com

/s/ Tyler Brown
Fla. Bar No. 90932
TBrown@BLFFL.com

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Heritage Property & Casualty Insurance Company
Homeowners Declarations Page

Heritage Property & Casualty Insurance Company
2600 McCormick Dr., Suite 300
Clearwater, FL 33759
1-855-536-2744

HERITAGE Insurance

Agent Name: 45000 GEICO Insurance Agency, LLC
Address: One GEICO Blvd Fredericksburg, VA 22412
Agent Phone #: (866)388-4034

If you have any questions regarding this policy which your agent is unable to answer, please contact us at 1-855-536-2744.

Agency Code: G0008

Policy Number: HOH361931
Named Insured: Rupa Shah
Mailing Address: 16107 IVY LAKE DR ODESSA, FL 33556

Phone Number:

Insuring Company: Heritage Property & Casualty Insurance Company
2600 McCormick Dr., Suite 300
Clearwater, FL 33759

Effective Dates: From: 10/10/2021 12:01 am To: 10/10/2022 12:01 am Effective date of this transaction: 10/10/2021 12:01 am

Activity: Renewal **Co-Applicant:**

Insured Location: 16107 IVY LAKE DR ODESSA, FL 33556 Pasco County

Coverage at the residence premises is provided only where a limit of liability is shown or a premium is stated.

Coverages and Premiums:

Coverage Section	Limits	Non-Hurricane	Hurricane	Total
Coverage - A - Dwelling				
Coverage - B - Other Structures				
Coverage - C - Personal Property				
Coverage - D - Loss Of Use				
Coverage - E - Personal Liability				
Coverage - F - Medical Payments To Others				

[redacted]

* Coverage A Increased due to an Inflation Factor

Total of Premium Adjustments

SEE PAGE 3 FOR DETAILED DESCRIPTION OF PREMIUM ADJUSTMENTS

Total Policy Premium [redacted]

Hurricane Premium = $707.00 **Non-Hurricane Premium = $2,279.00**

Deductible: **All Other Perils: $1,000** **Hurricane Deductible: 2% of Coverage A =** [redacted]

Law and Ordinance: **Law and Ordinance :** 10% of Coverage A [redacted]

If your policy contains replacement cost on dwelling, the amount of coverage will not exceed the stated policy value.

08/10/2021

Ernie Garateix
Authorized Signature

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EXHIBIT
A
Brown Law Firm, PL

Any person who knowingly and with intent to injure, defraud or deceive any insurer files a statement of claim or an application containing any false, incomplete or misleading information is guilty of a felony in the third degree.

Forms and Endorsements:	HTGGIARWLNMPD 08 19	HPC NCPT 02 14 v22	OIR B1 1670 01 06
	OIR B1 1655 02 10	HPC HOJ 02 14	HPCHO3 IDX 07 12
	HPC PRI 02 14	HO 00 03 04 91	HO 03 51 01 06
	HPCHO3 09 SP 09 20	HPCHO 09 OTL 07 12	HPCHO REJ OLR 03 13
	HPCHO 09 DN 07 12	HPCHP 06 CLP 07 12	HPC HDR 01 13
	HPC CGCC 07 12	HPCHO 09 ED 07 12	HPCHO 09 ELE 12 13
	HO 04 96 04 91	HPCHO 09 FCE 07 12	HO 04 21 10 94
	HPC OLN 03 13	HPC OSLC 07 12	HPC 04 16 07 12
	HPCHO PE1 12 18	HPCHO 09 OL3 12 12	HPC CE 07 12
	HPC WE 07 12		

Pay Plan:	**Number of Payments:**	1	**Bill to:**	INSURED
Rating Information:	**Program:**	HO-3	**Construction Type:**	Masonry
	Territory:	471F05	**Year Constructed:**	2004

Scheduled Property:

Description:

Messages:

In the event of a claim, please call toll free 1-855-415-7120.

We are available 24 hours a day, 7 days a week.

This replaces all previously issued policy declarations, if any. In case of property loss, only that part of loss over stated deductibles applies, unless otherwise stated in the policy. This declaration page together with all policy provisions and any other applicable endorsements completes your policy.

A rate adjustment of 2% is included to reflect the Building Code Enforcement Grade in your area. Adjustments range from 5% surcharge to 46% credit.

A rate adjustment of 68% credit is included to reflect the Windstorm Mitigation Device Credit. This credit applies only to the wind portion of your premium. Adjustments range from 0% to 90%.

On Property Coverage limit increased at renewal due to an inflation factor of 8%, as determined by a national index of construction costs to maintain insurance to the approximate replacement cost of your home.

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Coverage Section	[redacted]
Preferred Homeowners Pillar Endorsement	
Coverage C Increased Special Limits Of Liability -Jewelry, Watches and Furs	
Coverage C Increased Special Limits Of Liability -Silverware, Goldware and Pewterware	
Home Computer Coverage	
Identity Fraud Expense Coverage	
Limited Fungi, Wet Or Dry Rot, Or Bacteria Coverage	
Loss Assessment Coverage	
Ordinance Or Law Offer Of Coverage	
Personal Property Replacement Cost	
Service Line Coverage	
Water Back Up And Sump Discharge Or Overflow	
Construction Type	
Building Code Effectiveness Grading	
Burglar Alarm	
Deductible	
Fire Alarm	
Age of Home	
Protection Class Factor	
Secured Community Credit	
Senior/Retiree	
Paperless Policy Discount	
Financial Responsibility Credit	
Windstorm Loss Mitigation Credit	
Policy Fee	
Emergency Management Preparedness and Assistance Trust Fund Fee	

Policy Interest:

NAME	ADDRESS	INTEREST TYPE	BILL TO	REFERENCE#
Mega Capital Funding, Inc. - Its Successors and or Assigns	PO Box 961292 Fort Worth, TX 76161	MORTGAGEE	No	1471483618

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Special Message:

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

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

FLOOD COVERAGE IS NOT PROVIDED BY THIS POLICY.

FLOOD INSURANCE: YOU MAY ALSO NEED TO 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, YOU MAY HAVE UNCOVERED LOSSES CAUSED BY FLOOD. PLEASE DISCUSS THE NEED TO PURCHASE SEPARATE FLOOD INSURANCE COVERAGE WITH YOUR INSURANCE AGENT.

Unofficial Document

The amount of premium change due to an approved rate increase is $841.00.
The amount of premium change due to a coverage change is $381.00.