

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

STATE OF FLORIDA,

CASE NO: F15-289AB

JUDGE: Teresa Pooler

vs.

A) **SABAL INSURANCE GROUP, INC.**,  
a Florida Corporation,

B) **IAN MARSHALL NORRIS**,

Defendant(s). /

**STIPULATED SETTLEMENT AGREEMENT**

The State Attorney of the Eleventh Judicial Circuit of Florida, by and through the undersigned Assistant State Attorney, hereby enters into this Stipulated Settlement Agreement (“the SETTLEMENT”) between **IAN MARSHALL NORRIS** (hereinafter “Norris”), as represented by George T. Yoss, Esq., and **SABAL INSURANCE GROUP, INC.**, a Florida Corporation (hereinafter “Sabal”), as represented by Gregory Victor, Esq., Norris and Sabal are voluntarily entering into this SETTLEMENT, after consultation with their respective counsel. The terms of the SETTLEMENT are as follows:

1. Norris and Sabal are charged by Information in Case Number F15-289AB (“the Information”) with the following: Grand Theft, a felony of the second degree (5 counts). The underlying facts alleged to support these charges are contained in the affidavit in support of arrest filed with this court and incorporated herein as if set forth herein in full. Norris and Sabal understand that the conditions and promises herein relate to the above-mentioned charges.

2. The State of Florida, Norris and Sabal are aware of the risks of litigation and the chances of success or failure, and desire to settle all charges in the Information now pending and to end all charges in the Information. The Parties agree that this Stipulated Settlement Agreement only resolves the charges in the Information. Therefore, the Parties agree to stipulate to the following terms and conditions:

(a) Norris’ and Sabal’s execution of this SETTLEMENT shall constitute a **written waiver of any and all of his/its speedy trial** rights pursuant to F.R. Crim. P. 3.191 and the Constitution of the State of Florida and United States of America.

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(b) Sabal stipulates that the **statute of limitations** applicable only to the charges in the Information, shall be waived until December 1, 2018. Sabal further stipulates to the following:

- a. This tolling is knowingly, intelligently and voluntarily made;
- b. This tolling is made for the benefit of Sabal after consultation with counsel
- c. This tolling does not handicap the defense or contravene any of the public policy reasons motivating enactment of the statute,

(c) The State of Florida will **nolle prose all charges** contained in the Information as to Norris and **nolle prose all charges** contained in the Information as to Sabal. In consideration, Sabal agrees to successfully complete all terms and conditions of this agreement, simultaneous with the Court's approval of this SETTLEMENT and payment being made in full as set forth below. Should Sabal fail to complete or abide by any or all of the agreed upon remaining terms and conditions, Sabal stipulates that charges contained in the Information filed in this case may be re-filed by the State of Florida prior to December 1, 2018, without any objection based upon statute of limitations or speedy trial issues.

(d) Without there being any admission of guilt by either Norris or Sabal and solely for purposes of compromise and case resolution (SETTLEMENT), Norris and/or Sabal will pay the **total SETTLEMENT sum of \$303,807.87** to be remitted at the time of execution of the SETTLEMENT and the Court's acceptance of the SETTLEMENT made payable in one or more drafts as separately directed by the State Attorney's Office. Said funds shall be in payment of the following:

1. **Payment** to Miami Dade County Aviation Department in the amount of \$183,807.87
2. A **Donation** payable to the Denise Moon Memorial Fund at The Miami Foundation in the amount of \$100,000.00. Both Sabal and IAN MARSHALL NORRIS stipulate that neither will claim this money as a charitable deduction on any income tax return.
3. **Costs of Investigation** payable to the Miami-Dade County Aviation Department in the amount of \$20,000.00

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(e) Sabal agrees to the **monitoring** of those types of activities of Sabal, which are the subject of the Information, through December 1, 2018. The terms of the monitoring are as follows:

1. Within sixty (60) days of the full execution of the SETTLEMENT, the State Attorney's Office shall appoint and disclose to Norris and Sabal, through counsel, a mutually agreeable and conflict-free qualified, local accounting/auditing firm based in Miami-Dade or Broward County, Florida or other mutually agreeable person (hereinafter the "Monitor"). Should the parties fail to agree on a Monitor, the Court will appoint a Monitor. Sabal shall be solely responsible for compensating the Monitor whose compensation will be billed on an hourly basis, with bills sent directly to Sabal for direct payment. The Monitor's compensation shall be capped at \$250.00 per hour with a maximum of ten (10) hours for each of the semi-annual reviews referenced herein.
2. Twice annually, on or about June 1<sup>st</sup> and December 1<sup>st</sup> of the years 2016, 2017 and 2018, Sabal shall provide the Monitor with a list of all new policies written for clients as follows:
  - a. The first submission by Sabal will be for all new policies from the date of execution of this SETTLEMENT up to June 1, 2016;
  - b. The remaining submissions will for all new policies from the last submission date only.
3. From this submission list, the Monitor shall randomly select up to ten (10) policies and advise Sabal of the randomly selected policies. Within twenty-one (21) business days of such notification, Sabal shall deliver to the Monitor, either electronic or hard copy files for each such randomly selected policy.
4. The Monitor will, within four (4) weeks of receipt of the randomly selected client files, including, if requested, policies and Declaration sheets, audit, verify and report on the accuracy of premiums charged,

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collected and remitted to verify that the premiums billed to and paid by the policy holders are for the amounts permitted to be charged by the insurance carrier or insurance carrier's representative, including rate adjustments and audits. Other than the ten (10) selected policies, no other analysis nor investigation shall be performed by the Monitor.

5. The Monitor will submit a report to Carol Jordan at [caroljordan@miamisao.com](mailto:caroljordan@miamisao.com) within twenty-one (21) business days of the Monitor's findings with a copy simultaneously sent to counsel for Norris and Sabal.
6. At the time of retention, the Monitor will receive a copy of the SETTLEMENT and, as part of such retention, will be required to separately execute the SETTLEMENT or separate document confirming the Monitor's agreement to abide by and be bound by all terms of paragraph (2)(e)(1-7) of the SETTLEMENT.
7. It is agreed that the Monitor will be subject to confidentiality as to all information and documents disclosed by Sabal, which are otherwise proprietary, and such confidentiality shall be made part of the Monitor's retention. The confidentiality means that the Monitor may not disclose any information or documents so received unless necessarily related to the monitoring set forth herein or as otherwise required by law. At the conclusion of the monitoring, the Monitor shall be required to return all such documents to Sabal or destroy all such documents and delete all associated electronic files.

(f) Sabal agrees to institute a **training program** to include: 2 hours per employee related to ethics, to be completed annually by the following: December 1, 2016; December 1, 2017; and December 1, 2018, with the latter (2018) being the final required training session pursuant to the SETTLEMENT. The training can either be as a group or individually. Said training shall be conducted by an outside vendor unrelated to Sabal, Norris, or any Sabal employee. Sabal shall provide to Carol Jordan proof of completion of said training, by December 1, 2016, December 1, 2017, and December 1, 2018. A Certificate of Completion from

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the person or entity conducting the training verifying that each employee successfully completed the training, including a brief description of the topics upon which training was conducted and a paid invoice for services rendered shall suffice as proof of completion. Emailing proof of completion on or before the specified deadline to caroljordan@miamisao.com, shall be deemed compliance with this section.

(g) Sabal stipulates that it shall be **debarred** from directly contracting with Miami-Dade County pursuant to Section 10-38, Miami Dade County Code. Said debarment shall begin on the date of the Court's acceptance of the SETTLEMENT, and shall terminate on December 1, 2018.

(h) Sabal stipulates that it will **not issue any new insurance policy, nor renew** any existing insurance policy, in which Miami-Dade County is a first named insured or primary named insured during the period of debarment detailed in subsection (g) above. Further, Sabal stipulates that it will not issue any policy in which Miami-Dade County is an additional insured if the primary insured is fully reimbursed by the County for the premiums due on the policy.

3. Norris and Sabal understand that an intentional and material failure to honor, execute or comply with any of the terms or conditions of the SETTLEMENT constitutes a violation of the SETTLEMENT and may subject Sabal to a continuation of the criminal prosecution for the charges contained in the Information.

4. The preceding paragraphs numbered one (1) through (3), together with this integration clause, constitute the complete Agreement between the State Attorney's Office of the Eleventh Judicial Circuit of Florida, Norris and Sabal. The signatures below demonstrate understanding and acceptance of the SETTLEMENT's terms.

The SETTLEMENT being entered into on this 23 day of February, 2016, in Miami-Dade County, Florida.

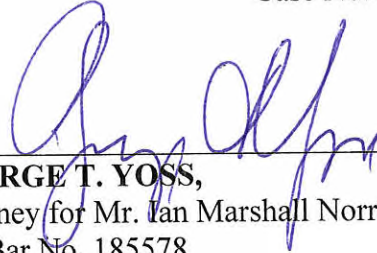
So Agreed,



**IAN MARSHALL NORRIS**

I have consulted with my attorney and freely and voluntarily agree to abide by the terms of the SETTLEMENT.

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**GEORGE T. YOSS,**  
Attorney for Mr. Ian Marshall Norris  
Fla. Bar No. 185578



**CRISTINA IGLESIAS FRANCIS, on  
behalf of SABAL INSURANCE GROUP, INC.**

I have consulted with Sabal's attorney and  
have full and complete authority to freely  
and voluntarily enter the SETTLEMENT.  
Sabal Insurance Group, Inc. agrees to abide  
by the terms of the SETTLEMENT.



**GREGORY A. VICTOR,**  
Attorney for Sabal Insurance Group, Inc.  
Fla. Bar No. 306371



**CAROL A. JORDAN**  
Asst. State Attorney  
Fla. Bar No. 849560