

IN THE COUNTY COURT OF THE SEVENTEENTH JUDICIAL CIRCUIT
IN AND FOR BROWARD COUNTY, FLORIDA

JOSEPH LOMONACO and
JESSICA LOMONACO,

CASE NO.:
DIVISION:

Plaintiffs,

v.

MC FLORIDA SOLUTIONS CORP, and
CAMILO YARA SANCHEZ,

Defendants.

COMPLAINT

Plaintiffs JOSEPH LOMONACO and JESSICA LOMONACO (collectively referred to herein as "Plaintiffs") hereby sue Defendants MC FLORIDA SOLUTIONS CORP ("MC Florida") and CAMILO YARA SANCHEZ ("Sanchez") (MC Florida and Sanchez shall be collectively referred to as "Defendants"), and allege the following:

PARTIES, JURISDICTION & VENUE

1. This is an action for damages exceeding Fifteen Thousand Dollars (\$15,000.00), but less than Fifty Thousand Dollars (\$50,000.00), exclusive of interest, costs, and attorneys' fees, and as such, is within the jurisdictional limits of this Court.

2. Plaintiff JOSEPH LOMONACO is an individual residing in Miami-Dade County, Florida and is otherwise *sui juris*.

3. Plaintiff JESSICA LOMONACO is an individual residing in Miami-Dade County, Florida and is otherwise *sui juris*.

4. Defendant MC FLORIDA SOLUTIONS CORP ("MC Florida"), is a corporation, organized and existing under the laws of the State of Florida, with its principal place of business located in Broward County, Florida.

5. Upon information and belief, Defendant CAMILO YARA SANCHEZ (“Sanchez”) is a resident of Broward County, Florida and is otherwise *sui juris*.

6. Venue is appropriate in Broward County, Florida, pursuant to Fla. Stat. § 47.011 as MC Florida’s principal business address is located in Broward County, Florida and Sanchez resides in Broward County, Florida.

GENERAL ALLEGATIONS

7. Plaintiffs are the fee-simple owners of real property in Miami-Dade County, located at 15397 SW 12 Terrace, Miami, Florida 33194 (hereinafter the “Property”).

8. MC Florida is a construction company based in Broward County, Florida, owned and operated by Sanchez.

9. On or about August 19, 2025, Defendants provided an estimate for a renovation project at the Property (Estimate No. 2025-207). A true and correct copy of said Estimate No. 2025-207 is attached hereto as **EXHIBIT “A”**.

10. On or about July 5, 2025, the Parties executed a Contract for Bathroom Remodeling Services (the “Renovation Contract”). A true and correct copy of said Renovation Contract is attached hereto as **EXHIBIT “B”**.

11. Pursuant to the Renovation Contract, Plaintiffs paid Defendants a total of \$27,750.00, including for construction labor and materials.

12. During the course of the renovation project, Defendants abandoned performance and wrongfully conditioned completion of the project on Plaintiffs’ payment of additional money Defendants were not entitled to.

13. On or about April 13, 2026, the Parties prepared a “Punch List” of items Defendants needed to correct and complete in connection with the subject renovation project. A true and

correct copy of said Punch List is attached hereto as **EXHIBIT “C”**.

14. However, Defendants failed to take any actions to complete the renovation project at Plaintiffs’ Property or repair the defective workmanship.

15. On or about April 22, 2026, Plaintiffs’ counsel sent a demand to Defendants related to Defendants’ breach of contract, negligence and resulting damages, as well as for insurance information pursuant to Fla. Stat. § 627.4137 (the “Demand”). A true and correct copy of the Demand is attached hereto as **EXHIBIT “D”**.

16. Upon information and belief, neither MC Florida nor Sanchez are licensed to perform construction work in the State of Florida.

17. The term “Contractor” is defined by Fla. Stat. § 489.105(3) as “the person who, for compensation, undertakes to, submits a bid to, or does himself or herself or by others construct, repair, alter, remodel, add to, demolish, subtract from, or improve any building or structure, including related improvements to real estate, for others or for resale to others...”

18. Pursuant to Fla. Stat. § 489.105(6), “Contracting” means “engaging in business as a contractor and includes, but is not limited to, performance of any of the acts set forth in” Fla. Stat. § 489.105(3).

19. The definition of “Contracting” per Fla. Stat. § 489.105(6), includes “[t]he attempted sale of contracting services and the negotiation or bid for a contract on these services.”

20. Further, Fla. Stat. § 489.105(6), provides that “[i]f the services offered require licensure or agent qualification, the offering, negotiation for a bid, or attempted sale of these services requires the corresponding licensure.”

21. Pursuant to Fla. Stat. § 489.128, a “business organization is unlicensed if the business organization does not have a primary or secondary qualifying agent in accordance with

this part concerning the scope of the work to be performed under the contract.”

22. Plaintiffs have retained the law firm of KM Stichter, PA to represent them in this action and are obligated to pay KM Stichter, PA a reasonable fee for its services.

23. All conditions precedent to the maintenance of this action have been met, satisfied, or otherwise waived.

COUNT I
DISGORGEMENT OF CONTRACT PAYMENTS PURSUANT TO FLA. STAT. § 489.128
(PLAINTIFFS V. MC FLORIDA SOLUTIONS CORP)

24. Plaintiffs readopt, reallege, and reincorporate Paragraphs 1 through 23 above, as if fully set forth herein.

25. This is an action seeking disgorgement of contract payments made by Plaintiffs to MC Florida pursuant to Fla. Stat. § 489.128.

26. To date, Plaintiffs made payments to MC Florida totaling \$27,750.00 for construction labor, services, and material allegedly furnished to the Property.

27. At all times material hereto, MC Florida engaged in contracting, insofar as MC Florida, individually and through hired laborers/subcontractors, altered, remodeled, demolished, added to, subtracted from, Plaintiffs’ Property for compensation, which required licensure, either through Miami-Dade County or through Florida’s Department of Business and Professional Regulation.

28. Notwithstanding the fact that MC Florida was unlicensed, MC Florida furnished contracting services to Plaintiffs’ Property, without disclosing to Plaintiffs that MC Florida was unlicensed to perform such construction work.

29. Construction contracts entered into by unlicensed contractors (here MC Florida), are unenforceable in law or equity. *See* Fla. Stat. § 489.128(1).

30. As an unlicensed contractor, pursuant to Fla. Stat. § 489.128, MC Florida was not entitled to any payments for labor or materials furnished to the Property under the Renovation Contract.

31. Accordingly, Plaintiffs are entitled to the return of all payments made to MC Florida for the construction labor, materials, and services.

32. Plaintiffs are entitled to three times the actual compensatory damages, in addition to costs and attorney's fees pursuant to Fla. Stat. § 768.0425.

WHEREFORE, Plaintiffs JOSEPH LOMONACO and JESSICA LOMONACO, demand judgment against Defendant MC FLORIDA SOLUTIONS CORP for disgorgement of all payments made for construction work under the Renovation Contract, plus interest, costs, attorneys' fees, and finding the following: (a) that Defendant CAMILO YARA SANCHEZ dominated and controlled MC Florida such that MC Florida's separate identity was not sufficiently maintained; (b) that MC Florida lacked an existence independent from Sanchez; (c) and that MC Florida was formed or used for a fraudulent or improper purpose; (d) and that Plaintiffs were harmed by the fraudulent or improper formation or use of the corporate form of MC Florida and as a result of the foregoing findings, imposing personal liability upon Defendant Sanchez for the damages associated with Plaintiffs' claim for disgorgement of contract payments pursuant to Fla. Stat. § 489.128, and all such other and further relief this Court deems just and proper.

COUNT II

FLORIDA'S DECEPTIVE AND UNFAIR TRADE PRACTICES ACT ("FDUTPA") ***(PLAINTIFFS V. DEFENDANTS MC FLORIDA SOLUTIONS CORP AND CAMILO YARA SANCHEZ)***

33. Plaintiffs readopt, reallege, and reincorporate Paragraphs 1 through 23 above, as if fully set forth herein.

34. This is an action for violations of Florida's Deceptive and Unfair Trade Practices Act, resulting from Defendants' conduct, which is pled in the alternative pursuant to Fla. R. Civ. P. 1.110(g).

35. Defendants held themselves out to be licensed contractors or otherwise represented that Defendants were authorized to perform contracting services in the State of Florida, including the services set forth in the Renovation Contract.

36. Defendants entered into the Renovation Contract with Plaintiffs without holding the contractor's license or certifications required by Chapter 489, Fla. Stat. and the Miami-Dade County Code of Ordinances Sec. 10-21(1), which provides that "[b]efore any person, firm, or corporation may work at a trade, engage in business, or contract for work as a contractor or tradesman in one (1) or more of the classifications as set forth herein...a certificate of competency be approved and issued and a license, where required, be applied for and issued."

37. Fla. Stat. § 489.13 makes it illegal to engage in unlicensed contracting.

38. Representing oneself as a licensed contractor, legally authorized to perform contracting services constitutes a deceptive act likely to mislead a reasonable consumer.

39. Defendants also accepted payments from Plaintiffs for services Defendants were not legally permitted to perform. As such, Defendants were not entitled to accept payments from Plaintiffs for illegal construction work.

40. As a direct and proximate result of Defendants' deceptive and unfair trade practices, Plaintiffs have and continue to suffer damages.

WHEREFORE, Plaintiffs JOSEPH LOMONACO and JESSICA LOMONACO request entry of final judgment in their favor against Defendants MC FLORIDA SOLUTIONS CORP and

CAMILO YARA SANCHEZ, and awarding Plaintiffs such other and further relief this Court deems just and proper.

COUNT III
NEGLIGENCE
(PLAINTIFFS V. MC FLORIDA SOLUTIONS CORP)

41. Plaintiffs readopt, reallege, and reincorporate Paragraphs 1 through 23 above, as if fully set forth herein.

42. This is an action for negligence against MC Florida, separate and distinct from the breach of contract and damages claims set forth herein.

43. MC Florida owed Plaintiffs a duty to perform the work in a good and workmanlike manner, and to exercise the degree of skill, care and knowledge normally possessed by contractors performing similar work in the community. All work should have been done in accordance with accepted trade practices, industry standards, applicable building codes, and the plans and specifications.

44. MC Florida breached its duty to Plaintiffs by failing to perform the work in a good and workmanlike manner, which did not meet accepted trade practices, industry standards, applicable building codes, or the plans and specifications.

45. As a direct and proximate result of MC Florida's negligence, Plaintiffs have and continue to suffer damages, for which MC Florida is liable.

46. Pursuant to Fla. Stat. § 768.0425, MC Florida is liable to Plaintiffs for three (3) times the actual compensatory damages sustained, in addition to attorney's fees and costs.

WHEREFORE, Plaintiffs JOSEPH LOMONACO and JESSICA LOMONACO request entry of final judgment in their favor against Defendant MC FLORIDA SOLUTIONS CORP, for three (3) times Plaintiffs' compensatory damages sustained as a result MC Florida's negligence,

pursuant to Fla. Stat. § 768.0425, in addition to attorney's fees and costs pursuant to Fla. Stat. § 768.0425 and consequential damages, and finding the following: (a) that Defendant CAMILO YARA SANCHEZ dominated and controlled MC Florida such that MC Florida's separate identity was not sufficiently maintained; (b) that MC Florida lacked an existence independent from CAMILO YARA SANCHEZ; (c) and that MC Florida was formed or used for a fraudulent or improper purpose; (d) and that Plaintiffs were harmed by the fraudulent or improper formation or use of the corporate form of MC Florida and as a result of the foregoing findings, imposing personal liability upon Defendant Camilo Yara Sanchez for the damages associated with Plaintiffs' negligence claim, and such other and further relief this Court deems just and proper.

COUNT IV
BREACH OF CONTRACT
(PLAINTIFFS V. MC FLORIDA SOLUTIONS CORP)

47. Plaintiffs readopt, reallege, and reincorporate Paragraphs 1 through 23 above, as if fully set forth herein.

48. The Renovation Contract between Plaintiffs and MC Florida is a valid and enforceable contract.

49. MC Florida materially breached the Renovation Contract in one or more of the following ways: (1) by charging Plaintiffs for services, including construction labor, services, and material, which MC Florida was neither licensed nor qualified to perform; (2) failing to perform the services contemplated by the Renovation Contract in a reasonable and workmanlike manner; and (3) abandoning performance of the Renovation Contract.

50. As a direct and proximate result of MC Florida's material breach of the Renovation Contract, Plaintiffs have and continue to suffer damages, the full extent of which have yet to be determined.

WHEREFORE Plaintiffs JOSEPH LOMONACO and JESSICA LOMONACO request entry of a judgment for compensatory damages against Defendant MC FLORIDA SOLUTIONS CORP, including interest, costs, and such other relief this Court deems just and appropriate, and further requests entry of a final judgment finding the following: (a) that Defendant CAMILO YARA SANCHEZ dominated and controlled MC Florida such that MC Florida's separate identity was not sufficiently maintained; (b) that MC Florida lacked an existence independent from Sanchez; (c) and that MC Florida was formed or used for a fraudulent or improper purpose; (d) and that Plaintiffs were harmed by the fraudulent or improper formation or use of the corporate form of MC Florida and as a result of the foregoing findings, imposing personal liability upon Defendant Sanchez for the damages associated with Plaintiffs' breach of contract claim.

COUNT V
UNJUST ENRICHMENT
(PLAINTIFFS V. MC FLORIDA SOLUTIONS CORP)

51. Plaintiffs readopt, reallege, and reincorporate Paragraphs 1 through 23 above, as if fully set forth herein.

52. This is a claim for unjust enrichment against MC Florida, pled in the alternative to Plaintiffs' claim for breach of contract in accordance with Rule 1.110(g) of The Florida Rules of Civil Procedure.

53. Plaintiffs conferred a benefit to MC Florida by paying for construction labor, services, and material, which MC Florida failed to render.

54. MC Florida invoiced and collected money from Plaintiffs for work that MC Florida was neither licensed nor qualified to perform, as well as for work MC Florida did not perform.

55. MC Florida has voluntarily accepted and retained the benefit conferred to it by Plaintiffs.

56. The circumstances are such that it would be inequitable for MC Florida to retain the benefit without reimbursing Plaintiffs the value thereof.

57. Plaintiffs have no adequate remedy at law.

WHEREFORE, Plaintiffs JOSEPH LOMONACO and JESSICA LOMONACO request entry of final judgment in their favor against Defendants MC FLORIDA SOLUTIONS CORP and CAMILO YARA SANCHEZ, and awarding Plaintiffs such other and further relief this Court deems just and proper.

SUBMITTED THIS 16TH DAY OF JULY 2026.

KM STICHTER, PA
COUNSEL FOR PLAINTIFFS
6501 Congress Avenue, Suite 100
Boca Raton, Florida 33487
Tel.: 561.910.8634

Kevin M. Stichter

Kevin M. Stichter, Esq.
Florida Bar No.: 119408
Kevin@kslawpa.com

EXHIBIT “A”



MC FLORIDA CONSTRUCTION CORP
1162 GOLDEN CANE DR
WESTON FLORIDA 33327
UNITED STATES
305 333 2511

ESTIMATE

NUMBER 2025-207
DATE 8/19/2025
TERMS 50%/50%
SALES REP CAMILO YARA

ESTIMATE TO	
NAME:	JESSICA L
ADDRESS:	15397 SW 12 TERR MIAMI FL 33194
TEL:	305 606 6003
EMAIL:	

ITEM	PRICE
Master Bathroom (porcelain tile, floating vanity)	\$ 28,000.00
Demolition and debris removal	\$ 2,000.00
Plumbing (reconfiguration within the bathroom)	\$ 3,500.00
Electrical and lighting (indirect + recessed + dimmer switches)	\$ 3,000.00
Microtopping (walls and floors)	\$ 5,500.00
Waterproofing and membranes	\$ 2,000.00
Custom double vanity, quartz countertop, and double porcelain sinks	\$ 3,500.00
Freestanding tub	\$ 1,500.00
Shower (tempered glass door)	\$ 1,400.00
Toilet wall-hung	\$ 1,200.00
Drywall/cement board and finishes	\$ 800.00
Exhaust fan and controls	\$ 300.00
Mirrors with integrated LED	\$ 500.00

Fixtures and faucets	\$ 800.00
Custom Built-in pantry/closet	\$ 2,000.00
Auxiliary Bathrooms (2 units)	\$ 21,100.00
Demolition and debris removal	\$ 800.00
Plumbing and drains	\$ 2,500.00
Electrical and lighting (indirect + recessed + dimmer switches)	\$ 1,300.00
Microtopping (walls and floors)	\$ 1,700.00
Waterproofing and membranes	\$ 1,000.00
Single floating vanity	\$ 700.00
Shower (tempered glass) + linear drain	\$ 900.00
Dual-flush toilet (one piece or two piece)	\$ 400.00
Drywall/cement board and finishes	\$ 600.00
Exhaust fan and controls	\$ 100.00
Mirror with light	\$ 250.00
Fixtures and faucets	\$ 300.00
TOTAL	\$ 49,100.00

NOTE:

- 1 The **toilets** are **not TOTO brand**, but they have the **same configuration and functionality** as specified in the design.

☒ **NEW BATHROOM CHECKLIST – CODE-COMPLIANT FOR MIAMI, FL (FBC)**

 1. ROUGH-IN SYSTEMS

☒ **Drainage and Vents – Florida Plumbing Code**

PVC Schedule 40: accepted for residential drain-waste-vent (DWV)

Toilet drain: 4 in

Lavatory & shower: 2 in minimum

Shower P-trap: 2 in (FPC Table 710.1(2))

Toilet closet bend: 4 in 90° (standard)

Vent stack min 2 in – required for each fixture or wet vent group

Purple primer + solvent cement: required by code for PVC joints (FPC 605.15)

☒ **Water Supply – FPC / FBC**

PEX (ASTM F876/F877 certified): approved in FL for residential water systems

Minimum 1/2 in PEX for fixtures, 3/4 in for trunk lines

1/4-turn angle stops required at each fixture (FPC 604.11)

Approved fittings: Crimp, expansion, or push-to-connect (e.g., SharkBite, if listed)

Hot water supply must be insulated (FBC Energy Code C404.4)

☒ **Electrical – NEC / FBC Residential**

12/2 AWG Romex (NM cable) allowed in residential framing cavities (NEC 334)

GFCI protection required for all bathroom receptacles (NEC 210.8(A)(1))

Dedicated 20A circuit recommended for bathroom receptacles (NEC 210.11(C)(3))

Lighting on separate switch from fan recommended

Wiring to be enclosed in boxes rated for damp/wet locations if in shower zone

2. WATERPROOFING AND TILE WORK

☒ **Shower Floor – FBC Plumbing Chapter 41 & 42**

Shower pan liner (PVC or CPE, ASTM D4068 / ASTM D4551): required under mortar bed

Pre-slope under liner to drain: **1/4 in per foot minimum** slope (FPC 417.5.2.1)

Mortar bed with proper weep hole protection at drain

☒ **Shower Walls – FBC Building & Residential**

Cement board (Durock, HardieBacker) is approved in wet areas

RedGard or equivalent (ANSI A118.10 membrane) meets waterproofing standards

Mesh tape and modified thinset required at joints

☒ **Tile Installation – TCNA Guidelines (Followed under FBC)**

ANSI A118.4 or A118.15 thinset for bonding

Grout: sanded/un-sanded per tile spacing

All changes of plane sealed with 100% silicone (not grout) – per TCNA EJ171

3. FIXTURES & ACCESSORIES – PLUMBING CODE COMPLIANT

Toilet: 1.28 GPF WaterSense-labeled; 12 in rough-in; elongated bowl optional

Shower valve: Pressure-balanced or thermostatic (FPC 424.3)

Shower head: ≤ 2.0 GPM (EPA WaterSense requirement for FL compliance)

Lav faucet: ≤ 1.5 GPM

Tempered glass: ASTM C1048 compliant, required for shower enclosures (FBC R308.4.5)

Vanity cabinet materials: moisture-resistant; avoid MDF without treatment

4. ELECTRICAL FIXTURES – NEC 2020 / FBC

Ceiling fixture: UL damp-rated if not in shower zone

Sconce/vanity lights: Minimum 3 ft from tub/shower, or GFCI-protected if closer (NEC 410.10(D))

All outlets GFCI protected

Switches and wiring in dry location or in weatherproof boxes in wet zone

Exhaust fan: Required if no operable window (FBC R303.3); min 50 CFM, ducted to exterior

5. VENTILATION – MECHANICAL CODE / FBC R303.3

Exhaust fan must vent outdoors, not into attic or wall cavity

Duct must be smooth-wall or approved flexible, properly sized (typically 4 in)

Humidity sensor or timer switch recommended for code compliance and energy efficiency

EXHIBIT “B”



CONTRACT FOR BATHROOM REMODELING SERVICES

Estimate No.: 2025-207

Project Address: 15397 SW 12 TER, Miami, FL 33194

Parties

This contract is entered into on the date of signature between:

Homeowners: Joseph Lomonaco & W. Jessica

Contractor: MC Florida Solutions Corp

Authorized Representative: Camilo Yara

1. Scope of Work

The Contractor agrees to perform a full remodel of three (3) bathrooms at the Project Address in accordance with Estimate No. 2025-207. The work includes demolition, plumbing adjustments, installation of new fixtures, tile, lighting, painting, and finishes, as detailed in the scope of work attached to this contract.

It is noted that the master bathroom will be reconfigured within the same space, and the plumbing points (hot water, cold water, and drains) will be relocated according to the new layout approved by the homeowners.

2. Contract Amount

The total cost for labor and included materials is:

\$40,000.00 (forty thousand U.S. dollars)

This amount includes all materials described in Estimate No. 2025-207.

3. Payment Terms

The contract amount shall be paid in the following installments:

- 50% (\$20,000.00) upon signing of this contract (initial deposit)
- 30% (\$12,000.00) upon reaching 80% completion of the project
- 20% (\$8,000.00) upon final completion and delivery



All payments shall be made by check, bank transfer, or another mutually agreed method. Late payments may result in delays or suspension of work.

4. Exclusions

This contract does not include:

- Custom-built furniture
- Automated LED lighting systems
- Major structural modifications or full replacement of main drain lines unless discovered during demolition and authorized by signed change order

5. Change Orders

Any additional work not included in the original scope must be authorized in writing through a signed change order. These changes may affect the total cost and timeline.

6. Project Timeline

Estimated duration: 4 to 6 weeks from the start date. Timeline may be adjusted based on material availability, unforeseen site conditions, or weather delays.

7. Access and Utilities

Homeowners shall provide the Contractor access to the property during regular working hours and ensure access to water and electricity as needed to complete the work.

8. Warranties

The Contractor offers a 1-year limited warranty on labor and installation. Manufacturer warranties apply to materials and fixtures where available.

9. Code Compliance

All work shall be completed in accordance with the current Florida Building Code (FBC). No permits will be pulled for this project, but all work will meet code standards.

10. Termination Clause

This contract may only be terminated by mutual agreement of both parties, in writing and with signatures.

The homeowners agree to pay the full amount for the work performed according to the agreed terms, and in full once they are satisfied with the completed project.

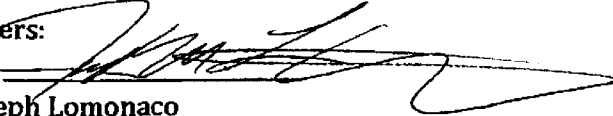
11. Entire Agreement

This document, including the attached estimate and scope of work, constitutes the entire agreement between the parties. No verbal agreement shall be binding unless modified in writing and signed by both parties.



12. Signatures

Homeowners:

Signature: 

Name: Joseph Lomonaco

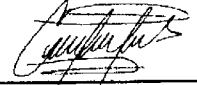
Date: _____

Signature: 

Name: W. Jessica

Date: 7/5/25

Contractor:

Signature: 

Name: Camilo Yara

Title: Authorized Representative, MC Florida Solutions Corp

Date: 07/04/2025

EXHIBIT “C”

Punch List 4/13/26

- Refinish ceiling & paint ceiling in Son's bedroom where penetrated to reach plumbing
- Repair hole in wall in staircase damaged by workers moving counter top & repair baseboard
- Repair hole in closet & repaint where penetrated to reach plumbing
- Repaint wall in bathroom entry
- Reframe entry to bathroom & repair baseboard
- Fix bathroom door so that it moves w/o restriction.
- Repaint frame on bathroom exit.
- Level window sill behind vanity
- Repair other window sill damaged by installers of cabinetry
- Repair floor penetration behind tub
- Re-level/raise cabinetry for vanity
- Cover legs in standup cabinet
- Standup cabinet s/b flush with vanity cabinetry
- Vanity cabinet doors do not open & close easily.
- Lighting in shower is not consistent
- Shower fixtures are not straight & not flush to wall.
- Shelves & drawers & lighting in storage behind shower is missing
- LED lighting tracks are rough - Need to be corrected.
- Clean microtopping - Floor is stained in several areas

- Clean garage & remove all trash
 - Vent cover missing
 - Shower drain cover
 - Sink plumbing & fixtures
 - Back splash / caulking
 - Adjust cabinetry - not level & too low
- random spacing.
 - Fan switch is upside down
 - Add dimmer to bathroom light switch
- finish under tub, caulking
lighting behind mirror

Fixtures not aligned - 1' off

EXHIBIT “D”



KM STICHTER, P.A.
ATTORNEY AT LAW

6501 Congress Avenue, Suite 100, Boca Raton, Florida 33487
Tel.: 561.910.8634

KEVIN M. STICHTER, ESQ.
kevin@kslawpa.com

TIME-SENSITIVE COMMUNICATION – IMMEDIATE ATTENTION REQUIRED

APRIL 22, 2026

Sent Via E-mail to: (projects@mcfloidasolutions.us)

& Via FedEx Delivery to: (Tracking No. 870 956 044 759)

MC FLORIDA SOLUTIONS CORP.

Attn: Camilo Yara Sanchez, as Registered Agent

1162 Golden Cane Dr.

Weston, Florida 33327

Re: OUR CLIENTS: JOSEPH & JESSICA LOMONACO
PROJECT: 15397 SW 12 TERRACE, MIAMI, FLORIDA 33194 (the “Property”)
CONTRACT FOR BATHROOM REMODELING SERVICES

NOTICE OF BREACH OF THE CONTRACT FOR BATHROOM REMODELING SERVICES
DEMAND FOR INSURANCE INFORMATION PURSUANT TO FLA. STAT. § 627.4137
NOTICE & DEMAND TO PRESERVE EVIDENCE

Dear Camilo,

Please be advised that Mr. and Mrs. LoMonaco have retained this Firm in connection with the Contract for Bathroom Remodeling Services at the Property (the “Project”). Although you have billed (and collected) almost all the money due pursuant to Estimate No. 2025-207 and the Contract, MC Florida Solutions has abandoned the Project and conditioned completion upon the payment of additional money it is not entitled to. Currently, Mr. and Mrs. LoMonaco are without use of their master bathroom.

Accordingly, Mr. and Mrs. LoMonaco demand that MC Florida Solutions, within forty-eight (48) hours of receipt of this Demand, confirm its intention (in writing) to complete the Project – and complete it, *free of defects*, no later than **May 10, 2026**.

In researching public records, it appears that MC Florida Solutions Corp. is neither qualified nor licensed to perform construction work in the State of Florida. Florida’s Division of Business & Professional Regulation does not show a valid, current license for MC Florida Solutions Corp., nor does it show any license associated with “Camilo Yara Sanchez.” Rather, records indicate that Camilo Fernando Yara Sr. is “Eligible for [a Certified General Contractor] Exam.”

A lack of licensure (or oversight) would explain the numerous defects and deficient quality of workmanship, which had to be addressed and corrected on multiple occasions. Further, I do not see any license number on the Contract or Estimate, in violation of Florida law; specifically, Fla. Stat. § 489.119(5)(b), which requires: “The registration or certification number of each contractor shall appear in each offer of services, business proposal, bid, contract, or advertisement...”

We trust that this is an oversight and that MC Florida Solutions is duly authorized to perform contracting services in the State of Florida and Miami-Dade County. Please be advised that Mr. and Mrs. LoMonaco reserve the right to file an action for disgorgement of all contract payments pursuant to Chapter 489, Fla. Stat., and pursuant to Florida’s Deceptive and Unfair Trade Practices Act against MC Florida Solutions, as well as against you, *individually* – and all other individuals involved. This is without prejudice to all other legal and equitable claims available under Florida law.

This letter also serves as formal notice to preserve all documents and electronically stored information relating to the Project, including but not limited to communications, invoices, payment records, applications for payment, photographs, videos, accounting records, and internal communications. Failure to preserve such evidence may result in appropriate sanctions, including adverse evidentiary inferences.

Further, pursuant to Fla. Stat. § 627.4137, you are hereby required to provide this correspondence to any and all insurers who may provide coverage for the claims identified herein and to disclose, within thirty (30) days, all applicable insurance policies, including excess and umbrella coverage. The disclosure must include:

1. The name of the insurer;
2. The name of each insured;
3. The limits of liability coverage;
4. A statement of any policy or coverage defenses reasonably believed available; and
5. A complete copy of each policy.

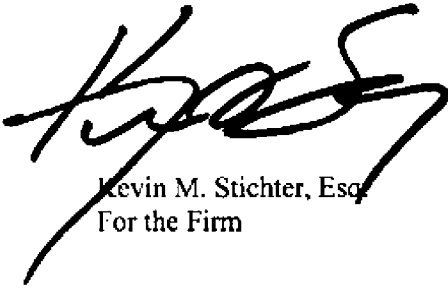
The required statement must be executed under oath by a corporate officer of the insurer or the insurer’s claims manager or superintendent and must be amended immediately upon discovery of facts requiring amendment.

If MC Florida Solutions fails to strictly comply with these demands within the time provided, Mr. and Mrs. LoMonaco have instructed this office to pursue all available remedies without further notice, including claims against officers, directors, managers, and shareholders individually, as well as claims relating to defective workmanship and misappropriation of Project funds.

[This Portion Intentionally Left Blank]

Nothing contained herein shall be deemed a waiver of any rights or remedies, all of which are expressly reserved. We trust that no further legal action will be necessary and anticipate your prompt attention to this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "K. Stichter", written over the typed name.

Kevin M. Stichter, Esq.
For the Firm

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