

February 13, 2023

MINUTES
OF THE COLLIER COUNTY
CONTRACTORS' LICENSING BOARD MEETING

February 13, 2023

Naples, Florida

LET IT BE REMEMBERED that the Collier County Contractors' Licensing Board, having conducted business herein, met on this date at 9:00 a.m. in **REGULAR SESSION** in Administrative Building F, 3rd Floor, Collier County Government Center, Naples, Florida, with the following members present:

Chairman:	Todd Allen (excused)
Vice Chairman:	Stephen Jaron
	Elle Hunt (excused)
	Terry Jerulle
	Richard E. Joslin
	Kyle Lantz
	Robert Meister III (absent)
	Matthew Nolton (absent)
	Patrick G. White

ALSO PRESENT:

Kevin Noell, Esq., Contractors' Licensing Board Attorney
Timothy Crotts, Contractor Licensing Supervisor
Colleen Kerins, Assistant Collier County Attorney
Michael Governale, Collier County Licensing Investigator
Sandra Delgado, Supervisor, Operations, Licensing

Any person who decides to appeal a decision of this Board will need a record of the proceedings and may need to ensure that a verbatim record of said proceedings is made, which record includes the testimony and evidence upon which any appeal is to be made.

1. ROLL CALL:

Acting Chairman Jaron opened the meeting at 9:03 a.m.
Roll call was taken; five members were present in the BCC Chambers.

Supervisor Crotts said Mr. Allen and Ms. Hunt provided prior notice and asked that their absences be approved. He hadn't heard from Mr. Nolton.

2. ADDITIONS OR DELETIONS:

None

3. APPROVAL OF AGENDA:

Board Member Lantz moved to approve the agenda. Second by Board Member Joslin. The motion passed unanimously, 5-0.

4. APPROVAL OF MINUTES:

A. January 18, 2023

Board Member Lantz moved to approve the January 18, 2023, meeting minutes. Second by Board Member Joslin. The motion passed unanimously, 5-0.

5. PUBLIC COMMENTS:

None

6. DISCUSSION:

None

7. REPORTS:

None

8. NEW BUSINESS:

A. Orders of the Board [seven items]

Board Member White made a motion to authorize the Chairman to sign the Orders of the Board. Second by Board Member Lantz. The motion passed unanimously, 5-0. The Orders of the Board were approved.

**B. Wilmer Y. Portillo Sanchez – Everlast Building Contractors Inc.
Building Contractor – Review of Experience and Credit**

Acting Chairman Jaron called Mr. Sanchez to the podium, and he was sworn in.

Supervisor Crotts reported that Mr. Sanchez has submitted an application for the issuance of a registered license for a Building Contractor, which requires 48 months of experience and requires a minimum credit score of 660. Under Collier County Ordinance 2006-46, Section 2.3.9, Mr. Sanchez was required to submit a personal and business credit report. His credit report was reviewed and appears not to meet the financial responsibility as set forth in Section 2.5.1 (d), “The applicant or qualifier meets the requirements for financial responsibility as set forth in Rule 61G4-15.006 of the state of Florida.”

A review of the credit report submitted by Mr. Sanchez shows the following areas of concern:

- Mr. Sanchez’s credit report shows a credit score of 656.
- The credit report shows a collection in the amount of \$748 from ECOA as of 8/31/22.
- The credit report shows a note of serious delinquency.

Mr. Sanchez was required to submit documentation showing his experience as part of the review process by staff. He submitted a Verification of Experience from his current and former employers outlining his experience:

- Dalia Building Company Inc., a state-certified building contractor. Mr. Sanchez has worked for this company from 2012 to present. The company president said Mr. Sanchez’s experience was that of doing small repairs, cabinet work, painting and trim work. He has no experience building homes or commercial construction.
- On Site Woodworking Inc., a state-certified general contractor. Mr. Sanchez has worked for this company from 2012 to present and his employment was that of a subcontractor, not a full-time employee. The company’s qualifier said Mr. Sanchez’s experience involved finish, trim work, painting and some drywall. He had no structural experience with this company.
- Garrett/Curtis Construction Inc., a state-certified building contractor. Mr. Sanchez worked for this company from 2017 to 2022. The company president said Mr. Sanchez’s experience was in painting, stucco wall repair, framing interior and exterior, floor installation and cabinet work. He had no construction experience building homes or in commercial construction.

Based upon the information received, it is staff’s opinion that Mr. Sanchez does not meet the minimum requirements as set forth in the Ordinance 2006-46, as it relates to the financial responsibility, or the experience, as it relates to a Building Contractor, under Section 1.6.1.2.

Because Mr. Sanchez does not meet the minimum requirements for his credit score and qualifications needed to be a Building Contractor, Mr. Sanchez is being referred to the Contractors’ Licensing Board under Section 2.5.2, Referral of the Application to the Contractors’ Licensing Board for a Decision. Mr. Sanchez is here today to answer your questions regarding his credit and experience.

Acting Chairman Jaron asked Mr. Sanchez to explain his credit report, noting that his credit score is close but a couple of points shy of what he needs.

Mr. Sanchez told the Board:

- He just checked on Friday and it's 664 now and he has the proof.
- He used that credit score to apply for a license in Palm Beach County.
- He wasn't able to get Verifications of Experience because past employers said they would fill out the letters, but then wouldn't get back to him after he sent them the letter.
- He got his painting license in 2012.
- He's worked for Mario's Painting. He worked for other companies and helped them do the work. They wouldn't fill out the letter.
- He knows how to read plans and doesn't want to build big buildings. He just wants to be licensed.
- He has supervised many jobs but doesn't have a license to take full responsibility of a job.
- He's helped supervisors and understands the work.

During questioning by the Board, the following points were made:

- He's done some concrete work, such as fixing and repair.
- He has no experience driving pilings.
- He didn't know the difference between a grade beam and a tie beam.
- He's been told how to do that work but has been supervised.
- He formed and poured a slab for his own house, with a detached garage, and built it using a blueprint. He did not do the electrical, water and AC work, but hired licensed contractors to do that.
- He doesn't have experience in structural work.

Board Member White made a motion to deny issuance of a Building Contractor's License for Wilmer Y. Portillo Sanchez. Second by Board Member Jerulle. The motion passed unanimously, 5-0.

Board Member White advised him to go to the people who didn't respond to his request for Verifications of Experience to prove he has the experience. His limited amount of experience doesn't meet the minimum required and he needs to be familiar with the structural components needed to build.

**C. Lena M. Caceres Endara – Corinto Décor LLC
Building Contractor – Review of Experience**

Acting Chairman Jaron called Ms. Endara to the podium, and she was sworn in.

Supervisor Crotts reported that Ms. Endara has submitted an application for the issuance of a registered license for Building Contractor, which requires 48 months of experience. As part of the application process for the issuance of Building Contractor's License, Ms. Endara was required to submit documentation outlining her experience.

As part of the staff-review process, Ms. Endara submitted a Verification of Experience from her former employers outlining her experience:

- ***New Vision Builders of Southwest Florida, a state-certified building contractor. She worked for this company from May 2020 to December 2022 as a full-time employee. The company vice president said her experience involved kitchen design and in-home***

measurements. She had no experience building homes or in commercial construction.

- *All-Clear Construction, a state-certified general contractor. Ms. Endara worked for this company from November 2016 to 2022. Her employment was that of a subcontractor, not a full-time employee. The company owner reported that Ms. Endara's experience was in kitchen remodels and cabinet installs. She had no structural experience with this company.*

Based upon the information received, it is staff's opinion that Ms. Endara does not meet the minimum requirements as set forth in Ordinance 2006-46, as it relates to the experience under Section 1.6.1.2, Building Contractor.

Because Ms. Endara does not meet the minimum qualifications needed for the issuance of a Building Contractor License, Ms. Endara is being referred to the Board under Section 2.5.2, Referral of the Application to the Contractors' Licensing Board for a Decision. Ms. Endara is here today to answer the board's questions regarding her experience.

Acting Chairman Jaron asked Ms. Endara to provide more detailed information on her experience.

Ms. Endara told the Board:

- She, her husband, and family came here from Spain eight years ago after doing remodeling and construction in Spain for 14 years. A license wasn't required there. She also did remodeling, plans, interior changes, and structural changes,
- She works with her husband, who has structural experience. She has more experience in interior design.
- She feels capable of doing the work and came to Florida because there's a lot of construction work here.
- They arrived in August 2015 and opened the company in November 2015 so they could do painting and cabinetry.
- They have a lot of customers and are very responsible and hard working.
- She started studying three years ago and took the tests for a General Contractor's License because they do a lot of bathroom and kitchen remodels. They don't plan to build homes but might do additions or change the house's layout.
- She works with other contractors, but she was doing the projects.
- In November, when she was working with a customer, she had a problem with electric and had an inspection. The inspector told her she needed to get her own license.
- She didn't have enough time but decided to work toward that.
- She doesn't have documentation to show her experience but can answer the Board's questions.
- She has a lot of good Google reviews and references.

During questioning by the Board, the following points were made:

- Her experience is with interior design, remodeling and renovations.
- In Europe, you don't need a license to do what she's doing.
- She gets permits pulled here through a GC.
- She works as a sub for some contractors.

- With New Vision Builders, she prepared a project for the customer, who was the contractor. She can't contract with a plumber or electrician because she's not a contractor.
- She acts like a contractor but needs to be able to pull permits.
- She wants to take credit for her own work and her company is doing well.
- It doesn't appear that she has the qualifications.
- Florida building laws are more complicated than other states because they include hurricane codes and insurance requirements.
- If they issued this license, she'd be allowed to build homes and she doesn't have the qualifications.
- She needs to prove she understands the technical details required for this license.
- She admits she doesn't have proof she knows what's required for the license. They'd have to see her work to judge that.
- She doesn't want others taking responsibility for her projects.
- She needs this license to continue doing the work they're doing.
- It wouldn't be prudent to restrict this license to allow her to just do remodels and additions; the county would not be able to monitor that.
- She can continue and work under a contractor.
- She shouldn't put herself in the position of using another contractor's license to pull a permit. It could result in disciplinary proceedings.
- She feels limited in working the way they've been doing.

Board Member White made a motion to deny the license.

Board Member Joslin seconded it. He advised her that the way she's working now could get her into serious trouble if an investigator catches her.

Ms. Endara said she's been studying to get the license.

Acting Chairman Jaron told her they can't accommodate her and give her a license with a limited scope of needs. The license is broad and grants a lot of responsibility.

Board Member Jerulle told her she doesn't meet the county requirements and she's appealed that decision but hasn't convinced the Board she has the experience. She needs to get more experience or pair up with a general contractor to do the work.

Acting Chairman Jaron noted that many interior designers work with general contractors, but it's unusual for an interior designer to have a Building License.

Board Member White made a motion to deny Lena M. Caceres Endara's application as a Registered Building Contractor. Second by Board Member Joslin. The motion passed unanimously, 5-0.

D. Enrique Torres – T & T Surfaces LLC

Epoxy Stone Contractor – Review of Credit

Acting Chairman Jaron called Mr. Torres to the podium, and he was sworn in.

Supervisor Crotts reported that Mr. Torres has submitted an application for the issuance of a license for Epoxy Stone Contractor, which requires financial responsibility and a minimum credit score of 660. As part of the application process under Collier County Ordinance 2006-46, Section

2.3.9, Mr. Torres was required to submit a personal credit report. His credit report was reviewed and appears not to meet the financial responsibility as set forth in Section 2.5.1 (d), "The applicant or qualifier meets the financial responsibility as set forth in Rules 61G4-15.006 of the state of Florida.

A review of the credit report submitted by Mr. Torres shows the following areas of concern:

- *A credit score of 713.*
- *A closed account with a past due amount and \$342 from CB&A that was verified in 12/2022*
- *A closed account with the past due amount of \$556 from Bank of America that was verified on 12/2022.*
- *A closed account with a past amount of \$621 from Rocket Loans that was verified in 12/2022.*
- *A closed account with a past due amount of \$180 from SYNCB that was verified in 12/2022.*
- *A \$4,288 charge-off from GS Bank USA that was verified on 11/2022.*

Because Mr. Torres does not meet the responsibility as set forth by the ordinance, Mr. Torres is being referred to the Board under Section 2.5.2, Referral of the Application to the Contractors' Licensing Board for a Decision. Mr. Torres is here today to answer your questions regarding his credit.

Acting Chairman Jaron asked Mr. Torres to explain his credit background in detail.

During questioning by the Board, Mr. Torres detailed his credit history, and the following points were made:

- He was injured in May 2022 and can't afford his credit cards because he's not working; he's on Worker's Comp.
- The recovery process has been long, and he doesn't know when he'll be cleared for work.
- He thought he was getting better, but during rehab he was doing heavy lifting and he's in severe pain.
- If he got his license, he could start marketing to sell a few jobs and hire employees.
- He has entered a payment plan for his largest debt, the \$4,288 charge-off from GS Bank USA, and is paying \$100 monthly.
- He's also entered a payment plan in November with CB&A for \$100 monthly to pay off the \$342.
- He has a payment plan with Bank of America this month to pay \$50 monthly for 24 months to pay off \$556.
- He's spoken to Rocket Loan about the \$621 debt but doesn't have a payment plan yet because they're waiting for his Worker's Comp claim to finish.
- For the charge-off account, he's paying \$100 per month for six months and then they will reassess that once they see where he is with his Worker's Comp.
- He entered a payment plan in November to pay \$36 monthly to pay the \$180 to SYNCB.
- He provided proof of his payment history and started two payment plans this month.
- He's been making payments on time.

[The Board accepted Applicant's Exhibit A, agreements with creditors to make payment plans.]

- It's rare if he misses a payment.
- He started getting treatment in August and saw a specialist in October who restricted his work.
- He lives in Port St. Lucie.
- This license ends on July 1, 2023.

Board Member Lantz made a motion to grant a probationary license until July 1, 2023.

Supervisor Crotts recommended that he also provide proof within 90 days to show he's current on his payment plans. If not, he must appear before the CLB.

Board Member Lantz amended his motion to include staff's recommendation.

Board Member White seconded the motion.

A discussion ensued and the following points were made:

- If he doesn't show up, he'd still be on probation.
- If he fails to appear, his license will be suspended.
- After July 1, the license would disappear, and probation and requirement would go away.
- There has been nothing in this legislative session to show any changes will be forthcoming.
- The requirement for a license will go away in July.
- The Board doesn't have the ability to regulate it further.
- Probation can go through June 30.
- This work doesn't require a permit.
- Mr. Torres does garage floors and decorative coatings.
- Mr. Torres is fine with having to provide proof he's current with his payment plans within 90 days.
- Mr. Torres said he didn't.

Board Member Lantz made a motion to approve Enrique Torres' Epoxy Stone Contractor's License and to place it on probation until June 30; he must provide proof within 90 days to show he's current on his payment plans. If not, he must appear before the CLB. If he fails to appear, his license will be suspended. Second by Board Member White. The motion passed, 3-2; Board Members Joslin and Jerulle were opposed.

E. David Mateo – Mat Pro Services Inc.

Paving Blocks Contractor – Review of Experience and Credit

Acting Chairman Jaron called Mr. Mateo to the podium, and he was sworn in.

Supervisor Crotts reported that Mr. Mateo has submitted an application for the issuance of a Paving Block Contractor License, which requires 24 months of experience and a minimum credit score of 660. Under Collier County Ordinance 2006-46, Section 2.3.9, Mr. Mateo was required to

submit a personal and business credit report. His personal credit report was reviewed and appears not to meet the financial responsibility as set forth in Section 2.5.1, Subsection D, "The applicant or qualifier meets the requirement for financial responsibility as set forth in Rule 61G4-15.006 from the state of Florida.

A review of the personal credit report submitted by Mr. Mateo shows the following areas of concern:

- *A score of 642*
- *Unpaid collections of \$646 from the Law Offices of JMCC, dated 01/2023.*
- *Unpaid collections of \$8,616 from LVNV Funding dated 12/2022.*
- *Unpaid collections of \$585 from LVNV Funding dated 12/2022.*
- *Unpaid collections of \$9,237 from NMAC dated 12/2022.*
- *The total of collections due totals \$19,084.*

As part of the application process for the issuance of this license, Mr. Mateo was required to submit documentation showing his experience. As part of the staff-review process, Mr. Mateo submitted a Verification of Experience from former employers outlining his experience:

- *Freshwater Construction, a state-certified building contractor. Mr. Matteo worked for this company from October 2020 to June 2022, a total of 20 months. The company president said Mr. Mateo's experience involved small driveway extensions, some patios and decks. He has not built any full driveways or sidewalks and his work has only been in the Collier County community of Silver Lakes RV Resort.*

Based upon the information received, it is staff's opinion that Mr. Mateo does not meet the minimum requirements as set forth in Ordinance 2006-46, as it relates to financial responsibility, and does not meet the experience required under Section 1.6.3.29. for a Paving Block Contractor.

Because Mr. Mateo does not meet the required minimum credit score as required by ordinance and qualification is needed for the issuance of a Paving Block License, Mr. Mateo is being referred to the Board under Section 2.5.2, Referral of the Application to the Contractors' Board for a Decision. Mr. Mateo is here today to answer your questions.

Acting Chairman Jaron asked Mr. Mateo to provide more background information on his credit and experience.

Mr. Mateo told the Board:

- His credit involves a repossessed car, a credit card, and a bank credit line.
- All those accounts are closed, and it's been more than seven years.
- The \$646 is from an apartment that he once had in Tennessee. He called about the charge; they didn't have an answer. They'd sent it to a collection's agency, so he wasn't certain if he should pay it.
- He worked with Mr. Freshwater for a long period and has known him since he was 6 years old.
- He began working with his father from middle school through high school after school and during summer breaks.
- They did a handful of driveways and that's how he gained most of his experience to go

work with Mr. Freshwater.

During questioning by the Board, the following points were made:

- He has the option of disputing his debts. He doesn't know why they're still on his credit report because they're all closed accounts.
- The repossessed car account is closed, and he received a letter about it. He wasn't certain whether he should dispute it.
- He thought he could ignore closed accounts because it's been seven years.
- He wants to be financially stable, so he'd prefer to dispute debts.
- If he has to pay his debts, he will. That's what he hopes to do by getting a license.
- He got into trouble when he was younger, after getting out of the military, jumping between jobs and having kids. That resulted in car, medical and other bills.
- His car was repossessed in March 2015.
- This license is going away on July 1, 2023.
- This license requires a permit if driveways are constructed in the right-of-way or on Marco Island, even if you're not in the right-of-way.
- The permit would require a license, or a homeowner could pull a permit and hire Mr. Mateo to do the work.
- He can look into a plan to pay off his debts.
- He needs the license to have the income to enter payment plans.
- He'd be willing to honor payment plans if the Board gave him the license.
- He has done work on rights-of-way, but he was an employee at the time.
- He has at least four months of experience after school and during summer breaks.
- He should hire a lawyer to help with his credit and payment agreements.

Board Member Joslin advised him that he needs a Workman's Compensation policy to hire employees.

Board Member White made a motion to approve a probationary Paving Blocks Contractor License and to require David Mateo to provide evidence within 60 days to prove to staff that he's working on agreements with creditors. If staff believes he is, probation will end July 1, 2023. If not, he would be required to appear before the CLB. Second by Board Member Lantz. The motion passed, 4-1; Board Member Jerulle opposed.

Board Member Jerulle explained that he opposed the motion because it could put Mr. Mateo in a bad position because it could take 60 days to get a permit in this county.

F. Alfredo Villavicencio – Golden Gate Drywall Inc.

Painting Contractor – Review of Experience.

Acting Chairman Jaron called Mr. Villavicencio to the podium, and he was sworn in.

Supervisor Crotts reported that Mr. Villavicencio has submitted an application for the issuance of a Local Painting Contractor's License, which requires 24 months of experience. As part of the staff-review process, Mr. Villavicencio has submitted a letter outlining his experience but has not supplied staff with any Verification of Experience from any present or past employers.

A phone interview was conducted with Mr. Villavicencio regarding his application and experience. He's been a Collier County licensed Drywall Contractor since 2007. Mr. Villavicencio stated that when he is working as a subcontractor for a homeowner, he is often asked to prime and paint the drywall work. From the information received from Mr. Villavicencio, staff cannot verify he has the experience required to paint interior or exterior homes or commercial buildings, which is allowed under this license.

It is staff's opinion that Mr. Villavicencio does not meet the experience required under Ordinance 2006-46, Section 1.6.3.30, as it relates to the trade of Painting Contractor. Mr. Villavicencio has been referred to the Board under Section 2.5.2, Referral of the Application to the Contractors' Licensing Board for a Decision.

Acting Chairman Jaron asked him to provide more background on his work history and experience.

Mr. Villavicencio described his experience for the Board:

- He began working in the maintenance department of a hotel in 1994. He worked as a painter/helper.
- Then he worked for BCB in 1996, Enterprise Drywall & Painting, and the vice president hired him. His supervisor was Charlie. They worked on the Bonita Bay development.
- Later, he worked for the drywall department of Enterprise Drywall & Painting because he made more money there doing touchup jobs.
- In 2002, he decided to get his Drywall License because he made more money doing drywall.
- He worked for many contractors who asked him to prime and check all the walls before they painted. Because he had experience with door casings and doors, he offered to do that, as well.
- He wants to advertise his business as drywall and painting, so he decided to take the painting license test.

A discussion ensued between the applicant and Board and the following points were made:

- He wants to do residential work, not commercial.
- He doesn't have experience doing exterior painting, although he knows how to do it and would like to do that.
- He'd pressure wash the house first, fix cracks by using caulk and go around windows and doors, then pressure wash and paint using satin because it's stronger in the rain and sun.
- This license goes away on July 1, 2023.
- He wants to do interior work, priming, painting and drywall.
- He would be OK with a restricted license until July.

Board Member Jerulle made a motion to approve a license restricted to interior residential painting.

Board Member White seconded it.

Board Member Lantz clarified that if he works on a condo, he wouldn't be able to do that because it's commercial work.

Mr. Villavicencio said he mostly works directly with owners.

Board Member White noted that the restriction would be for interiors, single-family homes and duplexes and no multi-family dwellings because that's commercial.

Mr. Villavicencio asked if he could paint condos on Gulfshore Boulevard.

Board Member Jerulle said he could not and advised him that the restrictions would be lifted in July, when the license requirement goes away. This will give him on-the-job training before restrictions are removed in July.

Board Member Jerulle made a motion to grant a Painting Contractor License to Alfredo Villavicencio that is restricted to residential interiors of single-family homes and duplexes. Second by Board Member White. The motion passed unanimously, 5-0.

[The Board took a break from 10:20 a.m. to 10:35 a.m.]

9. OLD BUSINESS:

A. **Yoslandi Martinez – Terra Nova Landscape Inc. Landscaping Restricted Contractor – Review of Probation (credit)**

Supervisor Crofts reported that Mr. Martinez originally appeared before the Contractors' Licensing Board on January 19, 2022, to answer questions regarding his credit. The original credit score was 660, however, there was \$25,788.00 in collections and \$2,820 in charge-offs.

A credit report dated February 18, 2022, showed an average credit score from two reporting agencies of 530 and 543. A credit report dated July 14, 2022, showed an average credit score of 561 from three reporting agencies. A current report, dated July 28, 2022, showed a credit score of 650 with the following areas of concerns:

- *A \$2,145 collection dated July 2022.*
- *A \$10,156 charge-off dated February 2022.*
- *A \$3,744 charge-off as of May 2021.*
- **Total: \$16,054**

Mr. Martinez appeared before the Contractors' Licensing Board on August 17, 2022, for a credit review. As a result, he was placed on an additional six months of probation and required to provide proof significant enough to the Contractors' Licensing Board supervisor that his credit score had improved to 660 or above and provide proof of payment plans in place showing satisfaction of the amounts owed, \$2,145 and \$3,744. A copy of this order is in your agenda packet.

Mr. Martinez submitted an updated credit report dated February 1, 2023, to staff that shows a score of 604, which is down from the credit score of 650 submitted on July 28, 2022. The February credit report also shows the following areas of concern:

- *A \$10,100 charge-off from Grow FN FCU dated 1/2023.*
- *A charge-off balance of \$165 from Sheffield dated 10/23, an amount that is down from the*

previous amount of \$3,744 owed.

It is staff's opinion that Mr. Martinez has not provided a credit score improvement and his required credit score charge-off improvements are insufficient. Mr. Martinez is here to answer questions about his credit and so the Board can take further action, if required.

Acting Chairman Jaron asked Mr. Martinez to explain his credit in greater detail and specify why it's going down.

Mr. Martinez provided details and answered questions posed by the Board:

- It seems like the more he pays, the lower his credit score goes.
- He just made arrangements with Sheffield to pay the final balance.
- He received a letter saying he was a co-signer on the car, so he's trying to dispute that because it was a contract for his ex-wife's car, which was repo'd because she never paid it. He was taken to court for that and has a letter to prove he doesn't have financial responsibility for that.
- All his accounts are at a \$0 balance, so he doesn't understand why that's not showing up on his credit report.

Acting Chairman Jaron asked for the letter.

Supervisor Crotts said he didn't have a copy of that letter.

[Mr. Martinez provided the letter to Attorney Noell, who provided it to Supervisor Crotts. It was then given to the Board.]

Board Member White made a motion to accept the letter into evidence as Applicant's Composite Exhibit No. 1. Second by Board Member Lantz. The motion passed unanimously, 5-0. The letter was accepted into evidence.

[The Board took time to read the exhibit.]

Mr. Martinez noted that he provided that March 9, 2022, letter to the Board at the last hearing. **Attorney Kerins** said the letter may not have been put into evidence at that hearing, but it's on page 258 of the agenda packet.

Mr. Martinez noted that the charge-off is still listed and the only thing he has remaining to pay off is the Sheffield debt. He's working to remove the charge-offs.

A discussion ensued between the applicant and Board and the following points were made:

- He just paid off the \$1,497 on Friday to get that done with. He'd been making smaller \$100 monthly payments before that.
- Judge Martin dissolved the writ of garnishment involving his ex-wife's car and directed them to release any funds that were garnished (no money had been garnished from his accounts). The order is: 11-2020-CC-001202-0001-XX.
- He admitted making a mistake by co-signing for his former wife's car while they were married. He plans to contact the credit agencies to tell them about the court order.

- He has nothing to do with Casey Marble & Tile in that case.
- He said the divorce required her to pay for the car.
- His ex-wife filed a motion in January 2022 to exempt her from any garnishments, which resulted in Judge Martin's order in March 2022. The order doesn't identify which defendants were released.
- Board Member White recommended that Mr. Martinez provide the Board with terms of his divorce settlement to show if he has any financial responsibility for that debt.
- Supervisor Crotts recommended that probation be continued until July, and on July 1, 2023, the license requirement will go away.
- The longest an applicant can be on probation is two years.
- Mr. Martinez provided a document showing his largest debt had been paid in full.
- He'd been making payments monthly and then paid it off.
- Supervisor Crotts said two documents he provided were new to staff.

Board Member Lantz made a motion to accept the staff recommendation to continue his probation until July.

Board Member Jerulle asked if there were conditions.

Board Member Lantz said none, regardless of his credit score.

Board Member Jerulle didn't like that, noting that he didn't qualify under the statute. He wanted ramifications in case his score got worse.

A discussion ensued over the motion, credit score and status of his payments.

Supervisor Crotts amended his recommendation, saying Mr. Martinez should be placed on probation for 12 months and required him to provide staff with documentation to resolve their questions within 90 days. If he provides that, no further CLB action is required. If he can't satisfy staff's questions, he must come back before the Board.

Board Member Lantz made a motion to accept staff's recommendation to place Mr. Martinez on probation for 12 months and require him to provide staff with documentation to resolve their questions within 90 days. If he provides that, no further CLB action is needed. If he can't satisfy their questions, he must come back before the Board. If the license goes away on July 1, 2023, no further action is required by the Board. Second by Board Member White. The motion passed unanimously, 5-0.

Board Member White advised staff to require Mr. Martinez to provide the terms of his divorce settlement, which could resolve some of their questions.

Supervisor Crotts said he would require Mr. Martinez to provide that.

10. PUBLIC HEARINGS:

A. 2023-02 – Ralph Novella, dba Novella Limited Inc. (CEMIS20220006054)

Acting Chairman Jaron called Mr. Novella to the podium and he, his attorney, Robert Cooper, and Investigator Governale were sworn in.

Investigator Governale said a copy of the case packet and complaint was presented, signed and

dated by the respondent. He asked to submit the Preamble and Case Packet for 2023-02 into evidence.

Board Member Lantz made a motion to open the public hearing for 2023-02 and to accept the Preamble and Case Packet into evidence. Second by Board Member Joslin. The motion passed unanimously, 5-0. The public hearing was opened, and the Preamble and Case Packet were entered into evidence.

Investigator Governale gave an opening statement:

The respondent, Ralph Novella, a state certified Building Contractor, License No. CBC 1253221 with Collier County issuance No. 201300000539 is the qualifier for, and owner of Novella Limited Inc. Mr. Novella contracted and received payment for a kitchen and bathroom remodel at 2215 Arielle Dr., Unit No. 1206, Naples. It has been one year and three months since the contract's final payment and the respondent, Ralph Novella, has failed his obligation as a contractor and caused a building code violation, commencing work without an issued permit.

After numerous phone calls, emails and direction, a permit has still not been issued. Chief Building Official Fred Clum reviewed the ongoing case and determined the respondent has willfully neglected his duty as a contractor to obtain an issued permit for the remodel project, which was already completed prior to receiving a complaint to investigate.

Mr. Novella is in violation of Collier County Code of Laws and Ordinances, Section 22-201.1(2), which states, in pertinent part, that willfully violating the applicable building codes or laws in the state, county, city or Collier County shall constitute misconduct and grounds for discipline.

Board Member White asked if the failure to obtain the building permit was a failure to obtain the permit under the Florida Building Code 105.1.

Investigator Governale said that was correct.

Attorney Cooper introduced himself and said his client, Mr. Novella, provided the CLB with a rebuttal package and he'd like to enter it into evidence as Composite Exhibit B.

Board Member Lantz made a motion to admit the rebuttal package into evidence as Composite Exhibit B. Second by Board Member Joslin. The motion passed unanimously, 5-0.

Board Member White asked Attorney Cooper to proffer what the rebuttal package pertains to.

Attorney Cooper said they have been speaking with county staff and they are not disputing that Mr. Novella did work without a permit. Mr. Novella has been working to secure the permit. Contrary to the indication of "intentional failure," it hasn't been ignored. Mr. Novella has been working with the designer and the architect hired by the owner and officially secured that Sunday night with a revision to that compliance document, which was emailed to him today. That was the last of the items necessary to resolve securing the permit for the project. We should get the permit any day now and once we have that, we have a private provider to do the inspection. The proffer is to mitigate the case.

A discussion ensued about the proffer.

Board Member Jerulle said he felt blindsided by the rebuttal package, which wasn't in their agenda packet.

Attorney Kerins said it was received by the county in time, but the agenda had already been printed.

Attorney Cooper said it was timely submitted and timely received by the county.

Board Member Jerulle said he hadn't had time to review it.

A discussion ensued over the proffer and admitting it before considering it.

Board Member White made a motion to admit the proffer. The motion passed, 4-1; Board Member Jerulle opposed.

Board Member White asked for a few minutes to review the proffer to determine if there were mitigating circumstances and if there was an admission of guilt and an anticipated resolution.

[The Board took time to review the rebuttal package.]

Board Member White told the respondent and his attorney that the Board likes to be well informed. He asked if staff had any response to what was submitted.

A discussion ensued over the rebuttal package and the following points were made:

- Staff tries to get the information to the Board within seven days before the hearing so the Board has ample time to review the packet.
- This was received after the agenda packet was sent to the Board.
- Attorney Noell and Supervisor Crotts have discussed what to do in the future for similar situations and will email such information as part of a one-way communication.
- There are mitigating circumstances and an admission of guilt and that it's willful.

Board Member White made a motion to find Ralph Novella guilty of working without a permit. **Board Member Joslin** seconded it.

Board Member White noted that guilt means willful.

Attorney Noell asked Attorney Cooper if he was OK with that motion.

Attorney Cooper said he was.

Board Member White noted that the remainder of the hearing would consider the mitigating circumstances and penalties.

Attorney Cooper said he preferred to have a discussion about the resolution before the finding of guilt.

Board Member White said he wasn't certain how they could do that.

Attorney Noell said this will be more like a settlement conference. Mr. Crotts and Mr. Cooper have discussed this, and Mr. Crotts could detail that.

Supervisor Crotts said he spoke to Mr. Cooper and Mr. Novella showed them that he'd applied

for the permit. Some corrections are being addressed. The county recommends giving Mr. Novella 90 days to complete this permit, [*correct non-expired permit number is: PRMFH2023-010115401*], including the completion of the certificate being issued. If the permit is completed as required, Mr. Novella will not be required to appear back in front of the Board and no further action will be required. But if a permit is not completed within 90 days, Mr. Novella will be required to appear before the Contractors' Licensing Board to provide an explanation and further action, as deemed necessary, by the Board.

A discussion ensued and the following points were made:

- If there's not a willingness to find him guilty, why not table this for 90 days?
- The recommendation involves him admitting guilt.
- The reason staff is asking for a guilty plea is that it will be a Board violation if he doesn't comply.
- The permit numbers don't match because a new permit was issued after the first expired.
- The permit wasn't issued partly due to delays involving Hurricane Ian, which destroyed Mr. Novella's home.
- Working without a permit wasn't intentional, but he did start work before receiving the permit.
- Everything was delayed due to the hurricane.
- When he got back on his feet, he immediately started working on getting a permit.
- An architect and designer were hired by the homeowner, and they've been working on corrections to the drawings.
- Everything was emailed to Attorney Cooper on Sunday night and a corrective copy was sent Monday morning.
- The willfulness comes about because once Mr. Novella was notified about failure to get a permit and staff believed he ignored that. Mr. Novella did not ignore it. He did make his filing. The hurricane prevented travel and communications.
- Attorney Cooper said "the failure to respond" being considered willful is inaccurate. He agrees he did not pull a permit. There was a reason he didn't receive the repeated county emails, the hurricane.
- Attorney Cooper agreed it should be tabled for 90 days.
- Chief Building Official Fred Clum is out sick today so the Board can't get clarification on the willfulness.
- They should table this for a month until Mr. Clum can testify.
- Absent that testimony, there may not be an admission of guilt.

Board Member White withdrew his second motion to table it. He wants to consider whether he's guilty.

A discussion ensued over how to handle the matter.

Attorney Noell advised the Board that Attorney Cooper hasn't waived the right to have a hearing. Due process requires the Board to go through the hearing so Mr. Novella can confront witnesses against him. If everyone agrees to the settlement agreement, they can make a motion to come back

in 90 days. If the Board doesn't accept the settlement agreement, they need to confirm with Mr. Cooper whether his client is waiving his settlement rights.

Board Member White noted that they'd considered settlement agreements before and questioned why it wasn't presented that way earlier to save time.

Attorney Cooper said he thought that was what was going to occur.

Board Member White asked what the settlement proposal was.

Supervisor Crotts said it was to give Mr. Novella 90 days to complete the permit, PRMFH2023-010115401, including a Certificate of Completion being issued. If completed, it will be considered final, and no Board action is required. If it's not completed, he would be required to come back before the Board.

Board Member White withdrew his prior motion and made a motion to accept the county recommendation.

Board Member Joslin withdrew his prior second and amended it.

A discussion ensued and the following points were made:

- Board Member Jerulle objected to no finding of guilt for working without a permit.
- 90 days from this date, the permit should be issued and completed.
- The Board should make a finding of guilt and then accept the staff recommendation.
- There is a finding of guilt within the motion.

Attorney Cooper agreed to waive his right to the hearing.

Board Member White made a motion to give Mr. Novella 90 days to complete permit No. PRMFH2023010115401, including a Certificate of Completion being issued. If completed, it will be considered final, and no Board action is required. If not completed, Mr. Novella will be required to appear before the Board for explanation and further action if deemed necessary. Second by Board Member Joslin. The motion passed, 4-1; Board Member Jerulle opposed.

Attorney Noell advised the acting chairman to read into the record that a settlement agreement was reached, and a finding of guilt was agreed to and voted on and approved by the Board, which is giving the respondent 90 days to close out the permit. If he fails due to so, he'll come back before the Board for further action.

Acting Chairman Jaron detailed the settlement agreement:

- Let it be noted that a settlement agreement was reached.
- The respondent has 90 days to close out the permit.
- If he fails due to so, he'll come back before the Board for further action.
- A finding of guilt was agreed to, voted on and approved by the Board, 4-1.

This concludes the order of the Board in this matter.

B. 2023-03 – Paul C. Lambert, dba Storm Shield LLC, dba Storm Shield Windows & Doors (CEMIS20220009746)

Acting Chairman Jaron called Mr. Lambert to the podium and he and Investigator Governale were sworn in.

Investigator Governale said a copy of the Preamble and Case Packet was presented, signed, initialed, and dated by the respondent. He asked to submit the Preamble and Case Packet for 2023-03 into evidence.

Board Member Lantz made a motion to open the public hearing for 2023-03 and enter the Preamble and Case Packet. Second by Board Member White. The motion passed unanimously, 5-0. The public hearing was opened.

Investigator Governale gave an opening statement:

The respondent, Paul Lambert, a state-certified General Contractor, License No. CGCA60475, with Collier County Issuance No. 2013-00001241, is the qualifier for Storm Shield LLC dba Storm Shield Windows & Doors. Storm Shield contracted and received payment to replace all exterior windows and an exterior front door at 2435 Game Hawk Court, No. 1504. It has been one year and eight months since the last payment and the respondent, Paul C. Lambert, has failed his obligation as a contractor and caused a building code violation, an expired permit. After phone calls, emails and direction, the permit remains expired.

Chief Building Official Fred Clum reviewed the ongoing case and agreed the respondent willfully failed to correct the code violation, which constituted a willful code violation. Mr. Lambert is in violation of Collier County Code of Laws and Ordinances, Section 22-201.1 (2), which states, in pertinent part, that willfully violating the applicable building codes and laws of the state, city or Collier County shall constitute misconduct and grounds for discipline.

Board Member White noted that the prior hearing involved a determination by the Chief Building Official that there was a willful failure to correct a code violation. The respondent failed to get a permit in a timely manner.

Investigator Governale said correct, the willful nature involves the failure to take corrective action in a timely manner.

Mr. Lambert provided an opening statement:

He's been a certified contractor in Florida since he was 19 years old, right out of high school, and he's never been in front of a board before or had a complaint against his license until about 1½ years ago. Storm Shield is a good company. For many years, we did a lot of good, a lot of window and door replacements up and down the west coast. In the past 1½ years, things started going badly and he's been in touch with Keith, the owner of the business. He assured him these complaints were getting taken care of, so he took him at his word. He said he was having supply issues and he could see that was happening everywhere. Everybody was having trouble getting supplies. Storm Shield filed for bankruptcy in mid-December, so his hands are tied now and he can't help anybody.

During questioning by the Board, the following points were made:

- He's not the owner of the company and is a W-2 employee, but the company used his license; he was the qualifier.

- He has no check-writing abilities for the company.
- Bankruptcy was filed on December 19, 2022.
- He was placed in the position of working for a company and allowed them to use his license, but he had no control over the business.
- He's been the qualifier for 10 years and it was only in the past 1½ years that it all started falling apart.
- Keith, the owner, said he had trouble getting windows for six months and that employees were leaving.
- He had a meeting with the owner to determine what to do.
- He was able to meet with the bookkeeper and review financial statements.

Mr. Lambert admitted he was guilty of the charges.

Board Member White asked if he was OK if they found a violation and an admission of guilt.

Mr. Lambert said that was fine.

Board Member White made a motion to find Paul C. Lambert guilty of a willful code violation, an expired permit. Second by Board Member Jerulle. The motion passed unanimously, 5-0.

Attorney Noell said Mr. Lambert is a state-licensed contractor, so the sanctions would be limited to actions against permit-pulling privileges, such as revocation, suspension or putting limitations on permit-pulling privileges.

Board Member Joslin asked if he planned on doing more work.

Mr. Lambert wasn't certain if he wants to continue to work as a contractor.

Acting Chairman Jaron asked Mr. Crotts for his recommendation.

Supervisor Crotts provided background and detailed his recommendation:

- Storm Shield currently has one abandoned permit; one void permit; 28 expired permits; 11 where inspections have commenced and are set to expire in the next 30 days; two inspections completed; and 27 permits that were issued.
- Based upon this information, the county recommends that the respondent's permit-pulling privileges be revoked indefinitely in Collier County, City of Naples, City of Marco Island and the City of Everglades.
- A public reprimand should be issued, and the following agencies should be informed about today's actions: the state DBPR, the building departments in Lee County, Hendry County, Monroe County, Broward County, Miami-Dade County and Palm Beach County.
- Mr. Lambert should be allowed to petition the Contractors' Licensing Board for reinstatement of his permit-pulling privileges at a later date should he wish to become a qualifier of another company.

Board Member Lantz asked if it was Mr. Lambert's, not Storm Shield's permit-pulling privileges that were being revoked.

Supervisor Crotts said Mr. Lambert is the qualifier for Storm Shield, but if there was another company he worked for, he would be allowed to come in and explain to the Board how he won't allow this to occur a second time.

Board Member White asked when the original license was issued.

Mr. Lambert noted that he qualified the business in 2013, but he'd been a state-licensed General Contractor since 1998. It's a state-certified license.

Board Member White told him that if he'd come before the CLB for licensing, they would not have allowed him to be the qualifier unless he had 50% ownership and check-writing privileges. That way, consumers who relied upon his management and license wouldn't have been put in jeopardy.

A discussion ensued over the county's recommendation.

Mr. Lambert said he was fine with the recommendation.

Board Member White made a motion to close the hearing. Second by Board Member Jerulle. The motion passed unanimously, 5-0.

Supervisor Crotts outlined his recommendation again and noted that Mr. Lambert's customers will be required to hire another contractor and could pursue Mr. Lambert in civil court.

Board Member White made a motion to accept the county's recommendations to indefinitely revoke permit-pulling privileges for Paul C. Lambert in Collier County, the City of Naples, City of Marco Island and the City of Everglades; to issue a public reprimand; and alert the following agencies about today's actions: the state DBPR, the building departments in Lee County, Hendry County, Monroe County, Broward County, Miami-Dade County and Palm Beach County; and to require Mr. Lambert to petition the Contractors' Licensing Board for reinstatement of his permit-pulling privileges at a later date should he wish to qualify a different company. Second by Board Member Jerulle. The motion passed unanimously, 5-0.

Acting Chairman Jaron said that by a vote of 5-0, the Respondent is found guilty of the violation set forth in Count 1 of the Administrative Complaint and the Board imposes the following sanctions against the respondent:

- The permit-pulling privileges for Paul C. Lambert will be revoked permanently in Collier County, the City of Naples, Marco Island and Everglades City.
- The respondent will be issued a public reprimand and this reprimand and findings will be sent to DBPR, Lee County, Hendry County, Monroe County, Broward County, Miami-Dade County and Palm Beach County.
- The respondent will be required to petition this Board if he wants to reinstate his permit-pulling privileges and qualify another company.

This concludes the order of the Board in this matter.

Acting Chairman Jaron told Mr. Lambert he's in a bad situation.

Board Member Jerulle said he put himself in that position when he lent his license to Storm Shield and didn't have control over that license. That put you in that position. He feels for him because he's been a contractor for a long time.

February 13, 2023

Mr. Lambert told the Board that the company owner is a good friend and unfortunately, his business went bad.

Board Member Jerulle advised him that if he wanted to get his license back to ensure that he has control over his license.

11. **NEXT MEETING DATE: Monday, March 13, 2023**
Commissioners' Chambers, Third Floor,
Administrative Building F, Collier County Government Center,
3299 E. Tamiami Trail, Naples, FL

Board Member White said he will not be available for the March meeting, and he also has scheduled conflicts and will be absent in May and June. He anticipates being unable to attend meetings unless they are scheduled on Mondays. He's tendering his resignation due to family and personal obligations and will be absent most of the year. He also plans to tell that to the City of Naples, where he's the consumer advocate and representative. Thanks for the opportunity to be of service.

A discussion ensued over the year's meeting dates.

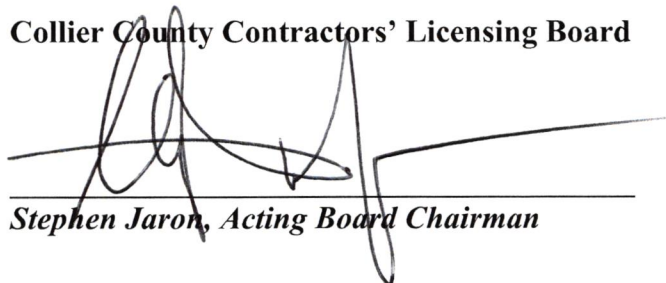
Board Member Jerulle said he'll be missed on the Board. He was an asset.

Board Member White said he prefers not to spend winters in western New York, but his kids go to high school there, so he has to be there for the next four years.

Board Member Lantz made a motion to adjourn. Second by **Board Member Jerulle**. The motion passed unanimously, 5-0.

There being no further business for the good of the County, the meeting was adjourned at 12:14 p.m.

Collier County Contractors' Licensing Board



Stephen Jaron, Acting Board Chairman

These minutes were approved by the Acting Chairman or Vice-Chairman of the Contractors' Licensing Board
on 3-13-23, (check one) as submitted or as amended .



EST. 1920 | MORE THAN A CENTURY OF CLIENT SERVICE

Robert A. Cooper

Direct Phone: 239.337.6700

Direct Fax: 239.337.6731

Email: racooper@hahnlaw.com

February 6, 2023

VIA FEDERAL EXPRESS

Collier County Growth Management Division
Planning & Regulation
Operations Department
Attn: Contractor's License Section
2800 North Horseshoe Drive
Naples, FL 34104

Re: Contractor's License Board
Case No. CEMIS20220006051 – 2215 Arielle Drive, Unit 1206
Contractor: Ralph Novella, Novella Limited, Inc.
Hearing Date: Monday, February 13, 2023 at 9:30 A.M.

To Whom It May Concern:

This Law Firm represents Ralph Novella and Novella Limited, Inc. in connection with a complaint filed on June 28, 2022 by Horst R. and Sandra A. Konrad, 2215 Arielle Drive, Unit 1206, against Mr. Novella and Novella Limited, Inc., resulting in a referral to the Contractor's License Board, Case No. CEMIS20220006051.

In connection with the hearing, please accept this letter and the attachments (15 copies) as Mr. Novella's defense package **(Novella Composite Exhibit B)**.

Summary.

On or about August 21, 2021, Mr. and Mrs. Konrad hired Novella Limited, Inc. to remodel a portion of their kitchen and bathroom. A copy of the contract between Mr. and Mrs. Konrad and Novella Limited, Inc. is attached hereto as **Novella Composite Exhibit B-1**. Per the contract, Mr. and Mrs. Konrad were responsible for hiring separate contractors and paying for certain work – such as flooring, tile and cabinetry. Mr. Novella is not responsible for other contractors hired directly by Mr. and Mrs. Konrad.

14374442.1

At the time of the contract signing, the COVID-19 pandemic was in full swing resulting in delays in work, materials, communications, and securing of permits for work. Mr. Novella made Mr. and Mrs. Konrad fully aware of the delay in starting the work, including delays in obtaining a permit for the work. However, contrary to the statements made by Mr. and Mrs. Konrad in their complaint, it was Mr. and Mrs. Konrad who wanted the work started and completed without further delay and instructed Novella Limited, Inc. and Mr. Novella to start work without obtaining a permit. Despite Mr. Novella having full knowledge that working without a permit was wrong and illegal, Mr. Novella agreed with Mr. and Mrs. Konrad to complete the work without a permit. Mr. Novella regrets giving into the demands of Mr. and Mrs. Konrad. The work was completed and Novella Limited, Inc. was paid. Mr. Novella did not, and has not, received any complaint about the work from Mr. and Mrs. Konrad.

Approximately, 12 months later and without any prior notice to Mr. Novella, Mr. and Mrs. Konrad filed a complaint with Collier County against Novella Limited, Inc. and Mr. Novella for failure to obtain a permit. A copy of the Complaint summary filed by Mr. and Mrs. Konrad is attached hereto as **Novella Composite Exhibit B-2**. The statements and allegations in the Complaint filed by Mr. and Mrs. Konrad are false.

Mr. Novella took full responsibility for obtaining the permit and required inspections. On or about August, 2022, Mr. Novella started submitting the information necessary to obtain a building permit for the work to Collier County. Ultimately, the application was finalized and accepted on January 10, 2023. A copy of the Permit Application Status summary is attached hereto as **Novella Composite Exhibit B-3**. On January 30, 2023, a notice of Outstanding Corrections was issued by Collier County. A copy of the notice of Outstanding Corrections is attached hereto as **Novella Composite Exhibit B-4**.

The corrective items concern corrective drawings to be submitted Mr. and Mrs. Konrad's architect, Berlin Design Group, Inc. The notice was forwarded to Mr. and Mrs. Konrad's attorney, Todd Allen. A copy the letter to Attorney Allen is attached hereto as **Novella Composite Exhibit B-5**. Upon information and believe, the notice was subsequently forwarded to Berlin Design Group, Inc. by Attorney Todd Allen. On February 6, 2023, Mr. Novella confirmed (via telephone call) with Berlin Design Group, Inc. that Berlin Design Group, Inc. was actively working on the corrections to the drawings for the work. Upon receipt of the revised drawings from Berlin Design Group, Inc., Mr. Novella will submit the revised drawings to Collier County – resulting in a building permit.



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Mr. Novella acknowledges his error and is sincerely sorry for undertaking the work without a permit. Mr. Novella is taking all action necessary to obtain the permit and the inspections of the work. Mr. Novella respectfully request that the Licensing Board consider the foregoing when adjudicating the matter.

Respectfully,

A handwritten signature in cursive script, appearing to read 'R.A. Cooper', written in dark ink.

Robert A. Cooper, Esq.

Enclosure (Exhibits)

cc: Client

February 6, 2023

VIA FEDERAL EXPRESS

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EST. 1920 | MORE THAN A CENTURY OF CLIENT SERVICE

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Respectfully,

A handwritten signature in cursive script, appearing to read 'R.A. Cooper', written in black ink.

Robert A. Cooper, Esq.

Enclosure (Exhibits)

cc: Client



PROPOSAL 08/19/21

Proposal Submitted to:

Horst R. Konrad
22015 Arielle Drive unit 1206
Naples, FL 34109
Sandra's cell 618-670-3588
Ron's cell 217-652-6756

Job Name:

Residence Remodel

zeusqueen62@gmail.com

I. Summary of Work: Interior remodel of Kitchen and Master Bathroom, all in accordance to the stamped architectural drawings provided by Berlin Design Group Inc. Novella Limited Inc. will be referenced as NLI in explanations below.

II. Clarification/Assumptions/Qualifications:

Home owner is responsible for all fees associated with design changes i.e., new drawings and building dept. fees. Included is NLI will be the acting contractor and secure required building department permits. NLI will supply all labor and materials to paint all new walls and wood trim. Ceiling fan is to be supplied by owner and installed by NLI's electrician. Flooring and cabinetry to be supply and installed by outside source and pre-paid by owner under a separate contract between said company and owner.

III. Additional notations:

- Plumbing allowance is \$2,500.00, Electrical allowance is \$3,000.00. These tow allowances will be formalized and written as a change order once the demolition work is complete.
- No allowance for (2) sets patio impact doors, awaiting cost for supply and installation.
- Not included: unknow conditions to existing structure that may need repair or replacement before making structure tie-ins. This will be addressed in a separate change order if discovered.
- Electrical & plumbing fixtures were not specified and will be added as a change order.

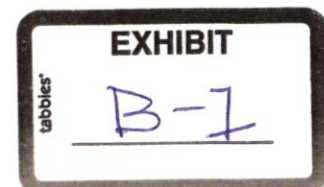
PRICE AND TERMS OF PAYMENT: To provide all labor and materials to finish work stated above is: **Thirty Two Thousand Dollars, \$32,000.00**. A deposit of 1/3 **\$10,560.00** is required at contract signing. A second draw of 1/3, **\$10,560.00** is due at the completion of first rough of plumbing and electric. The final draw is due upon final building permit sign off and completion owner punch out. All change orders are an addition to this contract and due upon signing.

Acceptance of Proposal: The above prices, specifications, conditions and terms are satisfactory and hereby accepted. You are authorized to do the work as specified.

Client

Novella Limited Inc.

8770 King Lear Court, Fort Myers, FL 33908
Phone (239) 994-4912
novellalimited@hotmail.com



TERMS AND CONDITIONS Contract Documents. This Proposal and this Proposal alone shall constitute the contract existing between the parties.

Construction Defect Claim Notice. Any claims for construction defects are subject to the notice and cure provisions of Chapter 558, Florida Statutes. (Fla.Stat. § 558.005(6)(2009)).

Legal Terms. The terms and provisions of this Proposal and any dispute arising in connection herewith shall be governed by and construed in accordance with Florida law. The parties agree that all disputes arising under this Proposal shall be resolved by the courts and not by arbitration. The parties further agree that the venue for any legal action brought in connection with this Proposal shall be in Lee County, Florida. In connection with any litigation arising out of or related to this Proposal, the prevailing party shall be entitled to recover all costs incurred, including reasonable attorneys' fees.

Personal Guarantee. The individual(s) whose signature appears on the acceptance of this Proposal personally guarantees the performance of all obligations to be performed by the Owner, including but not limited to, payment for the work to be furnished by Target.

Past Due Balances. All sums owed to Novella Limited Inc. which are not paid within thirty (30) days from the date due to be shall accrue interest at the highest rate permitted by Florida law.

No Damages for Delay. Under no circumstances shall the Owner be entitled to recover from Novella Limited Inc. any monetary damages or loss it might sustain as a result of any delay, intentional, negligent, or otherwise, caused Owner by any act or omission of Novella Limited Inc. or its material suppliers or subcontractors.

Workmanship. All work is to be completed in a workmanlike manner according to standard industry practices.

Express Warranty. Novella Limited Inc expressly warrants its work to have been performed in accordance with the specifications set forth on the face of this Proposal for a period of one (1) year from the date the work is completed. If Novella Limited Inc's work is found not to be in accordance with the requirements of the specifications set forth on the front of this Proposal, Novella Limited Inc shall correct the work promptly upon receipt of written notice from Owner. THE FOREGOING EXPRESS WARRANTY IS IN LIEU OF ALL EXPRESS AND IMPLIED WARRANTIES ARISING BY OPERATION OF LAW, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR IMPLIED WARRANTY OF MERCHANTABILITY OR HABITABILITY AND ALL SUCH IMPLIED WARRANTIES SHALL BE DEEMED WAIVED AND RELEASED.

Damage Limitation and Waiver. In the event of any breach of contract or defective work claim against Novella limited Inc, Novella limited Inc's total liability to Owner shall be deemed limited to the contract price reflected on the front of this Proposal. All claims for damages of any kind in excess of the contract price reflected on the front of this Proposal are expressly waived and released by Owner. All claims by Owner for consequential damages arising from any breach of contract or defective work claim against Novella Limited Inc are expressly waived and released by Owner.

Back Charges. The Owner shall not be entitled to make any unilateral, deductive charges against the proposal price owed Novella limited Inc. All deductive charges or set-offs against the proposal price shall only be made with the written agreement of Novella limited Inc.

Insurance Requirements. Novella limited Inc shall provide Workman's Compensation Insurance covering the employees of Novella limited Inc and General Liability Insurance with limits of One Hundred Thousand and No/100 Dollars (\$100,000.00) per person and Three Hundred Thousand and No/100 Dollars (\$300,000.00) per accident. Owner shall maintain property insurance and such other insurances as it deems necessary. The risk of any loss associated with work in place shall be borne by the Owner and the Owner shall take such action as it deems appropriate to protect itself from those exposures.

Additional Work. Any work not appearing or described on the specifications set forth on the face of this Proposal or alterations or deviations from said specifications shall be deemed additional work and shall only be performed upon the execution of an appropriate written change order between Owner and Novella limited Inc.

General. No modification, waiver, amendment, discharge or change of this Proposal shall be valid unless the same is in writing and executed by the party against whom enforcement is sought. This Proposal and Acceptance shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, legal representatives, successors, and assigns. If any provision or any portion of any provision of this Proposal and Acceptance shall be held invalid or unenforceable, the remaining portion of such provision, and the remaining provision of this Proposal shall not be affected thereby. Owner acknowledges that it has read this Proposal and that it fully understands the totality of its responsibilities hereunder.

Complaint Status

CEMIS20220006051

Date: 6/28/2022

Expand All / Collapse All

Note: You can collapse and expand individual sections by clicking the header of the section you wish to collapse/expand.

Complaint Information

Case Number: CEMIS20220006051

Status: Refer to CLB

Complaint Type: Misconduct

Description: Contractor provided a notarized Notice of commencement .During the process of the remodel I asked him several times where the Permit was and had the inspector come to the condo. He assured my husband and I that he had taken care of all the paper work with Collier County but never produced the permit to us. I have cancelled checks totalling \$36,377.00 He subcontracted out the Electrical and the Plumbing for our kitchen and bathroom. I have his proof of insurance, contract and all papers he provided. I also gave him a certified copy of our architectural drawings. Thank you for any help you can give us.

Locality of Complaint: The remodel was the kitchen and bathroom of our condo at 2215 Arielle Dr., Unit 1206, Naples, FL 34109. Our phone numbers are Horst Konrad 217-652-6756 and Sandra Konrad 618-670-3588.

P#22360022641

Property Owner's Full Name: KONRAD, HORST R & SANDRA S

Locations

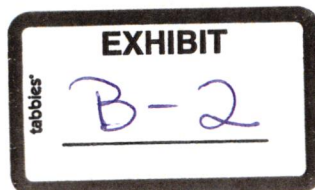
Locations: Property
[22360022641](#)

Address
[2215 Arielle DR 1206, \(Unit\), Naples](#)

22360022641

Inspections

There are no inspections for this complaint.



Permit Application Status

PRMFH20230101154

In order to view fees or schedule inspections, you need to be signed in.

Expand All / Collapse All

Note: You can collapse and expand individual sections by clicking the header of the section you wish to collapse/expand.

Summary

Application Number: PRMFH20230101154
 Application Type: Multi Family Home
 Application Status: Rejected
 Property Owner's Full Name: KONRAD, HORST R & SANDRA S
 Category of Work: Alteration/Remodel
 Occupancy Code: Residential, Multi-Family
 Description of Work: REMOVE EXISTING KITCHEN CABINETS AND HALF NON LOAD BEARING WALL TO OPEN UP KITCHEN. REPLACE BATH TUB WITH STAND ALONE SHOWER IN MASTER BEDROOM BATH.
 PRIVATE PROVIDER - UNIVERSAL ENGINEERING SCIENCES, INC - INSPECTIONS ONLY
 2215 Arielle DR 1206, (Unit) , Naples
 Application Date: 01/10/2023
 Expiration Date: 07/29/2023
 1-2 Family or Comm: Commercial

Business Name at Location (Portal)

Business Name:

Locations

Locations: [Property 22360022641](#)
 Address: [2215 Arielle DR 1206, \(Unit\), Naples](#)

Contacts

Applicant: RALPH NOVELLA, Address:8770 KING LEAR COURT
 Property Owner: KONRAD, HORST R & SANDRA S, Address:2215 ARIELLE DR #1206
 Qualifier: NOVELLA, RALPH, Address:8770 KING LEAR CT, Phone:(239) 482-6684, Licensee # Q28049
[License Status](#)
 Contractor: NOVELLA LIMITED INC., Address:8770 KING LEAR COURT, Phone:(239) 994-4912, State Reg #'s CBC1253221, Licensee # LCC20130000955
[License Status](#)
 Private Provider: UNIVERSAL ENGINEERING SCIENCES, INC. , Address:201 WALDO AVE NORTH, Phone:(813) 740-8506, Licensee # LCPRIV20160001327
[License Status](#)

Permits (Click to See Reviews)

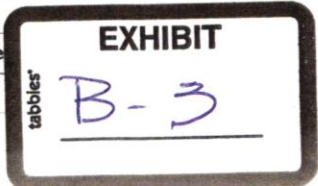
Permit Number: PRMFH2023010115401

Deposits & Bonds

There are no deposits or bonds for this permit application.

Inspections

Inspection	Outcome	Requested	Scheduled	Date Inspected
523 - Remodel Com Electrical Rough	Pending			
Inspector:				
174 - Remodel Com Building Final	Pending			



618 - Smoke/Heat Detectors	Pending			
Inspector:				
610 - Penetration Protection	Pending			
Inspector:				
612 - Fire Barrier Walls/Framing-Rough	Pending			
Inspector:				
613 - Final Fire Barrier Walls	Pending			
Inspector:				
630 - Door/Windows/Opening Protection	Pending			
Inspector:				
641 - Final Fire	Pending			
Inspector:				
215 - Remodel Com Plumbing Rough	Pending			
Inspector:				
524 - Remodel Com Electrical Final	Pending			
Inspector:				
216 - Remodel Com Plumbing Final	Pending			
Inspector:				

Conditions

Documents & Images

Date Uploaded	File Type	Document Name
01/10/2023	Private Provider Information	Private Provider Package (Konrad paperwork).pdf
01/10/2023	Private Provider Information	Private Provider Package (NOTORIZED FORMS).pdf
01/30/2023	Construction Plans	Architectural Plans (DS Konrad Alterations Shts 1-3 - Prepared (Received)).pdf
01/30/2023	Applications	Application Form (application form 1-4 - Prepared (Received)).pdf
01/11/2023	Letter	Incomplete Application Notice (Generate Incomplete Application Notice)
01/17/2023	Letter	Payment Slip (PR - App)
01/18/2023	Receipt	Receipt for transaction:2023-004418
01/30/2023	Letter	Corrections Letter EPR - Outstanding Corrections

[Portal Home](#)

COLLIER COUNTY GOVERNMENT
GROWTH MANAGEMENT DEPARTMENT / BUILDING REVIEW & INSPECTION DIVISION
2800 N. Horseshoe Drive, Naples FL 34104 * Phone (239) 252-2428

Outstanding Corrections

Date: January 30, 2023
Contact Name: RALPH NOVELLA
Address: 8770 KING LEAR COURT
City, State Zip: FORT MYERS, FL 33908

PERMIT NO: PRMFH2023010115401
APPLICATION NO: PRMFH20230101154
JOB SITE ADDRESS: 2215 Arielle DR 1206, (Unit) ,
Naples
Email:NOVELLALIMITED@HOTMAIL.COM

Dear Applicant:

Plans submitted with the referenced permit have been reviewed. We are unable to approve your permit application for the reason(s) indicated below.

For Applications Submitted through the GMD E-Permitting Portal:

- Resubmittals must be submitted in the same session and the changes must be clouded.
- Corrected documents must be submitted as complete files (with the corrected sheets *replacing* the rejected sheets). Submittals containing just the corrected sheets will be returned as Insufficient.
- **A written letter of response summarizing the changes made to address each correction comment must be included in your resubmittal. Failure to include a written letter of response will result in a rejection.**
- After your resubmittal is processed the documents will be reviewed again; additional deficiencies may be identified through this process.

JOB DESCRIPTION: REMOVE EXISTING KITCHEN CABINETS AND HALF NON LOAD BEARING WALL TO OPEN UP KITCHEN. REPLACE BATH TUB WITH STAND ALONE SHOWER IN MASTER BEDROOM BATH.
****PRIVATE PROVIDER - UNIVERSAL ENGINEERING SCIENCES, INC - INSPECTIONS ONLY****

2215 Arielle DR 1206, (Unit) , Naples

Rejected Review: Structural Review
Reviewed By: Andrew Ewing
Phone:239-252-2470 Email:Andrew.Ewing@colliercountyfl.gov

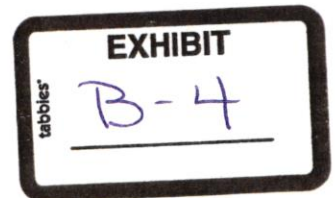
Correction Comment 1: Per Florida Building Code Seventh Edition [2020] Section 107.3.5 design professional shall provide project data information. It shall include but not be limited to:
1. Classification of work? Refer to FBC Existing Chapter Six

Correction Comment 2: As of January 1, 2020, the Product Approval/NOA index sheet is a required form. Please see links below for form and instructions.

EXAMPLE & INSTRUCTIONS: <https://www.colliercountyfl.gov/Home/ShowDocument?id=87550>

BLANK FORM: <https://www.colliercountyfl.gov/home/showdocument?id=76659>

No index sheet found with submittal.



Correction Comment 3: FBC 7th 2020 Chapter 16 Structural Design
Per FBC Seventh Edition [2020] Section 1609, please provide the opening design pressures - positive & negative at openings where new doors are being installed.

Correction Comment 4: FBC Chapter 1 Scope and Administration
As required per Section 107 of the FBC Seventh Edition [2020], please provide wall and soffit /ceiling details to include material type and fasteners showing compliance with wall systems and the building construction type.

Correction Comment 5: FBC 7th 2020 Chapter 14 Exterior Walls

Please indicate the method of fenestration flashing to be performed and completed for the new doors per FBC Seventh Edition [2020] Section 1405.4.

Correction Comment 6: To expedite the review process, please provide a correction comment response letter, itemize your responses to correspond with each comment. In your response letter, indicate the correction made and on what page it can be found or acknowledge compliance with the request. All corrections shall be identified/clouded on the corrected plan sheets. Subsequent review(s) may reveal additional deficiencies. Non-compliance with this request may result in an automatic rejection of your revised/corrected submittal.

Rejected Review: Fire Review

Reviewed By: Margarita Acevedo VEN

Phone:239-252-2309 Email:Margarita.Acevedo@colliercountyfl.gov

Correction Comment 1: Please note Sheet A-1 identifies the incorrect Florida Fire Prevention Code (2017, 6th edition).

Please note the correct edition is Florida Fire Prevention Code 2020, 7th edition. Please correct.

Correction Comment 2: Any alteration/modification to the fire sprinkler system and fire alarm system will require a separate permit prior to working on the system. Please acknowledge on correction.

Correction Comment 3: Please identify any tenant wall separations.

Should damage occur to fire rated assembly (i.e. floor/ceiling/wall), you must provide onsite for fire inspector the repair method with an approved ?UL? or equal design. FFPC 7th ed. 101:8.3.5.1

Please acknowledge on correction.

Correction Comment 4: Please provide square feet for area of work only.

Rejected Review: Plumbing and Handicap Review

Reviewed By: Tobias Hytonen

Phone:239-252-2659 Email:Tobias.Hytonen@colliercountyfl.gov

Correction Comment 1: Provide shower drain detail drawing Include material and method of connection between shower pan and existing pipe. The Shower drain detail is a drawing showing the materials and the Proper installation method together to prevent leaks in the shower system and drain most manufacturers have this on their website. This provides the county a record on file of what was used for the repair or alteration, And the plan reviewer the proper information for approval.

Correction Comment 2: Informational only: FBC 107.2.1 Construction documents shall be of sufficient clarity to indicate location, nature and extent of the work proposed and show in detail that it will conform to the provisions of this code and relevant laws, ordinances, rules, and regulations as determined by the building official. NOTE: All corrections are to include a response letter identifying the changes made for each rejection comment and corrections on the plans clouded This review shall be considered incomplete pending receipt of requested and required information. Subsequent review(s) may reveal additional deficiencies.

ATTENTION:

Collier County Plan Review and Inspections routinely reviews all outstanding permit applications in order to determine their status. The review process includes appropriate responses from the permit applicant when the permit cannot be approved. When the applicant is advised of deficiencies and does not respond within **180 days** with corrected plans or an appeal to the Code Enforcement Board, the permit application will become Void as per **Collier County Ordinance 2002-01, Section, 104.5.1.1 to 104.5.1.4 (as amended)**.



Robert A. Cooper, Esq.

Phone: 239.337.6700

Fax: 239.337.6701

E-mail: racooper@hahnlaw.com

January 31, 2023

VIA REGULAR U.S. MAIL AND EMAIL

todd@lindsayallenlaw.com

Todd B. Allen, Esq.
Lindsay Allen
13180 Livingston Road
Suite 206
Naples, FL 34109

Re: My Client: Novella Limited, Inc./Ralph Novella
Your Clients: Mr. and Mrs. Konrad, 2215 Arielle Drive, Unit 1206, Naples, FL 34109

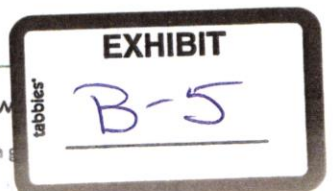
Dear Mr. Allen:

This Law Firm represents Novella Limited, Inc. and its principal Ralph Novella (“Novella”) in connection with the dispute with your clients, Mr. and Mrs. Konrad, concerning permitting issues at 2215 Arielle Drive, Unit 1206, Naples, FL 34109.

In connection with obtaining and closing a permit for the work performed by Novella Limited, Inc. for Mr. and Mrs. Konrad at their home, Collier County, Florida, has issued a Correction Notice setting for several corrections and edits that Mr. and Mrs. Konrad’s architect, Berlin Design Group, Inc., must make to its architectural drawings for resubmittal to Collier County, Florida. The architect, Berlin Design Group, Inc. was hired and paid by your clients. The Correction Notice is enclosed herewith.

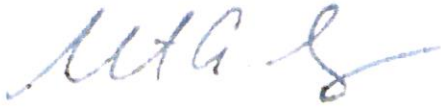
Please have Berlin Design Group, Inc. make the necessary corrections/edits to its architectural drawings and provide the updated architectural drawings and the written letter summarizing the responses to the Correction Notice – all as set forth in and required by the Correction Notice. As soon as Berlin Design Group, Inc. submits the corrective documents, Novella will be in a position to secure the permit, call for inspection and close out the permit.

To the extent that Collier County, Florida, requires correction to work performed by contractors hired directly by Mr. and Mrs. Konrad, other than Novella, Mr. and Mrs. Konrad are solely responsible for coordinating said corrective work with its contractors, including payment thereof.



If you have question, please feel free to contact me.

Respectfully,

A handwritten signature in blue ink, appearing to read "RAC" followed by a stylized flourish.

Robert A. Cooper

Enclosure – Collier County Corrective Notice

cc: Novella

COLLIER COUNTY GOVERNMENT
GROWTH MANAGEMENT DEPARTMENT / BUILDING REVIEW & INSPECTION DIVISION
2800 N. Horseshoe Drive, Naples FL 34104 * Phone (239) 252-2428

Outstanding Corrections

Date: January 30, 2023
Contact Name: RALPH NOVELLA
Address: 8770 KING LEAR COURT
City, State Zip: FORT MYERS, FL 33908

PERMIT NO: PRMFH2023010115401
APPLICATION NO: PRMFH20230101154
JOB SITE ADDRESS: 2215 Arielle DR 1206, (Unit) ,
Naples
Email:NOVELLALIMITED@HOTMAIL.COM

Dear Applicant:

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****PRIVATE PROVIDER - UNIVERSAL ENGINEERING SCIENCES, INC - INSPECTIONS ONLY****

2215 Arielle DR 1206, (Unit) , Naples

Rejected Review: Structural Review
Reviewed By: Andrew Ewing
Phone:239-252-2470 Email:Andrew.Ewing@colliercountyfl.gov

Correction Comment 1: Per Florida Building Code Seventh Edition [2020] Section 107.3.5 design professional shall provide project data information. It shall include but not be limited to:

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Rejected Review: Fire Review

Reviewed By: Margarita Acevedo VEN

Phone:239-252-2309 Email:Margarita.Acevedo@colliercountyfl.gov

Correction Comment 1: Please note Sheet A-1 identifies the incorrect Florida Fire Prevention Code (2017, 6th edition).

Please note the correct edition is Florida Fire Prevention Code 2020, 7th edition. Please correct.

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Should damage occur to fire rated assembly (i.e. floor/ceiling/wall), you must provide onsite for fire inspector the repair method with an approved ?UL? or equal design. FFPC 7th ed. 101:8.3.5.1

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Correction Comment 4: Please provide square feet for area of work only.

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Reviewed By: Tobias Hytonen

Phone:239-252-2659 Email:Tobias.Hytonen@colliercountyfl.gov

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SPRING OAKS CAPITAL
LLC

1400 Crossways Blvd, STE 100 B
Chesapeake, VA 23320

Toll Free Number: 866-281-3065

Office Hours:

M-Thurs. 8am-9pm EST,

F 8am-6pm EST

Yoslandi Martinez
3610 14TH AVE NE

NAPLES, FL 34120-5551

ACCOUNT INFORMATION

Original Creditor: First Electronic Bank

Original Account No.: 7634005005243892

Current Creditor: Spring Oaks Capital SPV, LLC

Reference No.: 111058617

Balance: \$2,145.99 - *Paid*

Date: April 7, 2022

Dear Yoslandi Martinez,

Our office is in receipt of your dispute and/or request for validation of the debt. Please be advised that we have reviewed your account and have confirmed the name and amount owed on the account. Based on our investigation of your dispute, we have determined that you are the correct consumer listed for this account.

Enclosed you will find documents associated with your account provided in response to your dispute and/or request for validation. Should you have any questions regarding this account, please feel free to contact us.

Thank you,

Spring Oaks Capital, LLC

We are a debt collector, but this is not an attempt to collect a debt.

SEE FOLLOWING PAGES FOR IMPORTANT INFORMATION

For Connecticut Residents

This collection agency is licensed in Connecticut, License number CCA-1916692. NMLS #1916692

For Colorado Residents:

The address and telephone number of our local office is as follows: Colorado Manager, Inc., 8690 Wolff Court, Suite 110, Westminster, CO 80031 (Phone 303-920-4763)

For Massachusetts Residents:

NOTICE OF IMPORTANT RIGHTS

You have the right to make a written or oral request that telephone calls regarding your debt not be made to you at your place of employment. Any such oral request will be valid for only ten days unless you provide written confirmation of the request postmarked or delivered within seven days of such request. You may terminate this request by writing to the debt collector.

For Minnesota Residents:

This collection agency is licensed by the Minnesota Department of Commerce.

For North Carolina Residents:

Spring Oaks Capital, LLC's North Carolina company number is as follows: 119507661

For New York Residents:

If a creditor or debt collector receives a money judgment against you in court, state and federal laws may prevent the following types of income from being taken to pay the debt: 1. Supplemental security income, (SSI); 2. Social security; 3. Public assistance (welfare); 4. Spousal support, maintenance (alimony) or child support; 5. Unemployment benefits; 6. Disability benefits; 7. Workers' compensation benefits; 8. Public or private pensions; 9. Veterans' benefits; 10. Federal student loans, federal student grants, and federal work study funds; and 11. Ninety percent of your wages or salary earned in the last sixty days.

For New York City Residents:

You may also reach us by calling John Cavanagh at 866-539-7554. New York City Department of Consumer Affairs License Number(s): 2097110-DCA

For Tennessee Residents:

Spring Oaks Capital, LLC is licensed by the Collection Service Board of the Department of Commerce and Insurance.

GENESIS FS CARD SERVICES
PO BOX 4477
BEAVERTON OR 97076-4477

GENESIS FS CARD SERVICES
P.O. BOX 84049
COLUMBUS GA 31908-4049

YOSLANDI MARTINEZ
3610 14TH AVE NE
NAPLES FL 34120-5551

Account Number ██████████-3892
New Balance \$2,145.99
Minimum Payment Due \$1,195.00
Payment Due Date 06/05/20
AMOUNT ENCLOSED \$

Please write your account number on your check/money order and do not send cash.

Address/Phone Number Change

Please check here and complete Address/Phone Number Change Form on reverse side.

Make your payment online at www.mygenesiscredit.com

Please detach this portion and return with your payment to ensure proper credit. Retain lower portion for your records.

ACCOUNT STATEMENT
██████████-3892
April 07, 2020 - May 06, 2020



Account Summary	
Credit Limit	\$3,000.00
Available Credit	\$0.00
Past Due Amount	\$1,020.00
Overlimit Amount	\$0.00
Statement Closing Date	May 06, 2020
# of Days in Billing Cycle	30

Balance Summary	
Previous Balance	\$2,059.52
Payments	\$0.00
Other Credits	\$0.00
Purchases/Payment Reversals	\$0.00
Adjustments	\$0.00
Fees Charged	\$38.00
Interest Charged	\$48.47
New Balance	\$2,145.99

Payment Information	
Total New Balance	\$2,145.99
Minimum Payment Due	\$1,195.00
Payment Due Date	June 05, 2020

Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay a late fee of up to \$38.

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges using this account and each month you pay...	You will pay off the balance shown on this statement in about...	And you will end up paying an estimated total of...
Only the minimum payment	20 month(s)	\$2,345

If you would like information about credit counseling services, call 1-866-502-6439.

Mail payment to:
Genesis FS Card Services
P.O. BOX 84049
COLUMBUS GA 31908-4049

Please mail billing inquiries to:
Genesis FS Card Services
P.O. Box 4499
Beaverton, OR 97076-4499

QUESTIONS?
Call 1-866-502-6439
www.mygenesiscredit.com

AS A REMINDER, IF YOU HAVE A PROMOTIONAL BALANCE THAT WILL EXPIRE IN THE CURRENT BILLING PERIOD, YOU MUST PAY EACH PROMOTIONAL BALANCE IN FULL BY THE PROMOTION END DATE OR PAYMENT DUE DATE, WHICHEVER IS LATER, TO AVOID PAYING DEFERRED INTEREST CHARGES.

YOUR ACCOUNT IS PAST DUE \$1,020.00. THE PAST DUE AMOUNT IS INCLUDED IN THE MINIMUM PAYMENT. PLEASE REMIT IMMEDIATELY.

Fees				
Reference Number	Tran Date	Post Date	Description of Transaction or Credit	Amount
	05/06	05/06	LATE PAYMENT CHARGE	\$38.00
TOTAL FEES FOR THIS PERIOD				\$38.00

Interest Charged				
Reference Number	Tran Date	Post Date	Description of Transaction or Credit	Amount
ADB- 1,570.41	05/06	05/06	INTEREST CHARGE - 80000001	\$45.03
	05/06	05/06	INTEREST CHARGE PURCHASE	\$3.44
TOTAL INTEREST FOR THIS PERIOD				\$48.47

2020 Totals Year-to-Date	
Total fees charged in 2020	\$190.00
Total interest charged in 2020	\$237.32

PLEASE SEE REVERSE SIDE FOR IMPORTANT INFORMATION

ACCOUNT STATEMENT
7634-0050-0524-3892
April 07, 2020 - May 06, 2020



Interest Charge Calculation

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

<u>Type of Balance</u>	<u>Balance</u>	<u>Promotion End Date</u>	<u>Balance Subject to Interest Rate</u>	<u>Annual Percentage Rate(APR)</u>	<u>Deferred Interest</u>	<u>Interest Charge</u>
Regular	\$123.55	N/A	\$120.11	34.90%	N/A	\$3.44
EXPIRED PROMOTION Transaction Date: 09/04/18	\$1,615.44	N/A	\$1,570.41	34.90%	N/A	\$45.03
Misc/Fees	\$407.00	N/A	\$0.00	0.00%	N/A	\$0.00

(v) = Variable Rate

Promotional Plan Notice

You must pay each promotional balance in full by the promotion end date to avoid paying deferred interest charges. Please see the Deferred Interest Promotions section on the back of this statement for further details.

ADDRESS / PHONE NUMBER CHANGE FORM

If you provide us with a cellular phone number, you are expressly consenting that (i) we and our agents may contact you at that number and (ii) we may use automated telephone dialing systems to initiate such contacts and/or leave recorded messages.

00000000 - 002805 - 0003 - 0003 - 7

7634-0050-0524-3892

ADDRESS
CITY STATE ZIP CODE
HOME PHONE BUSINESS PHONE
EMAIL ADDRESS

Detach here and return above portion with your remittance. After detaching, retain lower portion for your future reference.

What To Do If You Think You Find A Mistake On Your Statement

If you think there is an error on your statement, please write to us at Genesis FS Card Services, P.O. Box 4499, Beaverton, OR 97076-4499. In your letter, please provide the following information:

- Account information: Your name and Account number.
Dollar amount: The dollar amount of the suspected error.
Description of problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us within 60 days after the error appeared on your statement. You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question. While we investigate whether or not there has been an error, the following are true:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
We can apply any unpaid amount against your credit limit.

Your Rights If You Are Dissatisfied With Your Account Purchases

If you are dissatisfied with the goods or services that you have purchased using your Account, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

- The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50.
You must have used your Account for the purchase.
You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at Genesis FS Card Services, P.O. Box 4499, Beaverton, OR 97076-4499.

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

PAYMENTS

Payments should be mailed with the payment coupon and in the envelope provided to the Genesis FS Card Services payment address indicated on the payment coupon. Any payment received in that form and at that address on or before 5:00 P.M. Eastern Time on a normal banking day will be credited to your Account that day.

When you provide a check as payment, you authorize us either to use the information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction.

Payments received at other than the remittance address on the face of this statement may be subject to a delay in crediting of up to 5 days after the date of receipt.

CREDIT BUREAU REPORTING

WE MAY REPORT INFORMATION ABOUT YOUR ACCOUNT TO CREDIT BUREAUS. LATE PAYMENTS, MISSED PAYMENTS, OR OTHER DEFAULTS ON YOUR ACCOUNT MAY BE REFLECTED IN YOUR CREDIT REPORT.

DEFERRED INTEREST PROMOTIONS

Each deferred interest balance accrues interest from the date of purchase, but we will not charge that interest to your account if you pay such balance in full before the end of the deferred interest period and you make monthly

minimum payments as required. The deferred interest period will end when one or more of the following events occur:

- promotion end date as reflected on the front of your statement;
your account becomes more than 180 days past due;
your account is charged off for any reason.

Interest on a deferred interest balance will accrue during the deferred interest period at the APR reflected on the front of your statement, and we will charge such interest to your account if you do not pay the deferred interest balance in full before the end of the deferred interest period.

You must make monthly minimum payments during the deferred interest period. Paying only the monthly minimum payment may not pay off the deferred interest balance within the deferred interest period. You may have to make additional or increased payments during the deferred interest period to avoid having to pay all accrued deferred interest.

ALLOCATING YOUR PAYMENT

YOUR PAYMENTS WILL BE ALLOCATED AS REQUIRED BY LAW. ANY PAYMENT AMOUNT ABOVE THE MINIMUM PAYMENT DUE WILL BE APPLIED AS FOLLOWS: (1) IF YOU HAVE A DEFERRED INTEREST PROMOTION BALANCE IN THE LAST TWO CYCLES PRIOR TO EXPIRATION, EXCESS PAYMENTS WILL BE APPLIED TO THAT BALANCE FIRST, AND (2) IN ALL OTHER SITUATIONS, WE WILL APPLY EXCESS PAYMENTS TO YOUR HIGHER INTEREST BALANCES.

HOW INTEREST CHARGES ARE DETERMINED

The INTEREST CHARGE for any Billing Cycle will include the Billed INTEREST CHARGE amounts computed by multiplying the applicable Daily Periodic Rate or Rates shown on the front of your statement to your Average Daily Balance of Purchases and multiplying the result by the number of days in the Billing Cycle. However, no interest will be assessed on Purchases that are within a deferred interest promotion period during a Billing Cycle.

Calculating the Balance Subject to INTEREST CHARGES

Your Interest Rate: We use a daily periodic rate to calculate the interest on your account. The daily periodic rate is the applicable APR multiplied by 1/365. The applicable APR is reflected on the front of your statement.

When We Charge Interest: We charge interest on your purchases from the date you make the purchase until you pay the purchase in full.

How We Calculate Interest. We calculate interest separately for each balance segment on your account. We do this by applying the daily periodic rate to your average daily balance (including new purchases), and then multiplying the resulting number by the number of days in the billing cycle for each balance segment. An average daily balance is calculated for the following balance segments as applicable: purchase balance segments, balances subject to deferred interest promotions, and the regular balance.

We calculate interest for each balance segment as follows:

- For each day, we take the beginning balance of each balance segment in the billing cycle, including any unpaid interest charges, add any new purchases and debits, and then subtract the applicable portion of any payments and credits.
Then, we add all the daily balances for the billing cycle together and divide the total by the number of days in the billing cycle.
Next, we multiply the daily periodic rate by the average daily balance.
Finally, we take the resulting number from #3 and multiply it by the number of days in the billing cycle.

When INTEREST CHARGES Begin to Accrue

Except for Purchases that are within a deferred interest promotion period during the Billing Cycle, periodic INTEREST CHARGES on Purchases will be imposed at the Daily Periodic Rate from the date each Purchase is made and will continue to accrue on unpaid balances as long as they remain unpaid. There is no grace period on Purchases and, except for Purchases that are within a deferred interest promotion period, there is no period within which to avoid paying INTEREST CHARGES on Purchase Balances.

OTHER DISCLOSURES

The First Electronic Bank Privacy Policy has not changed and is available at http://www.firstelectronic.com/privacy-notice. You can also call the phone number indicated on the front of this statement to request a copy of the privacy policy be mailed to you.

This communication is from a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose.

PAID IN FULL

INSTALLMENT NOTE AND SECURITY AGREEMENT

Borrower: Name and Address
 Yoslandi Martinez
 7685 Tara Cir Apt 108
 Naples, FL 34104

Co-Borrower: Name and Address
 Carolina Martinez
 7685 Tara Cir Apt 108
 Naples, FL 34104

Meaning of Words. This Installment Note and Security Agreement is called the "Note" in this Agreement. The words "you," "your," and "yours" refer to each borrower signing this Note, individually and jointly if there is more than one borrower. The words "we," "us," "our," and "Lender" refer to Medallion Bank, a Utah financial institution with its principal address at 1100 East 6600 South, Suite 610, Salt Lake City, Utah, 84121, and its assignees.

Property. The word "Property" refers to the following Property that you are purchasing with the proceeds of your loan.

NEW/USED	YEAR	MAKE	MODEL	BODY/HULL TYPE	SERIAL NO.
New	2017	Big Tex	20GN-20BK+S		16VGX2027H6025238

Promises to Pay. You promise to pay to us or our order the principal amount of your loan of \$ 9,572.00 plus finance charges and other charges as provided in this Note. Unless otherwise notified, your payments should be sent to: Medallion Bank c/o SST, P.O. Box 801997, Kansas City, MO, 64180-1997.

Your Finance Charges. Your finance charge on your loan will be computed on a daily basis at an annual rate equal to the Annual Percentage Rate disclosed in this Note until all principal, finance charges and other charges are paid in full. Payments will be applied first to finance charges, then to late fees and other unpaid charges, and then to the principal balance of your loan. This means that the total amount of finance charges you will pay will be higher if your payments are made later than the scheduled payment date and lower if you make your payments before the scheduled payment date.

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGES	Amount Financed	Total of Payments
The cost of your credit as a yearly rate 18.95 %	The dollar amount the credit will cost you \$ 5,309.80	The amount of credit provided to you or on your behalf. \$ 9,572.00	The amount you will have paid after you have made all payments as scheduled. \$ 14,881.80

Your Payment Schedule Will Be:

Number of Payments	Amount of Each Payment	When Payments Are Due (Estimate)
60	\$ 248.03	Monthly, with the first payment approximately 30 days from the date of this Note.

Late Charge. If a payment is not paid in full within 10 days after it is due, you will pay a late charge of the greater of \$30 or 5% of the unpaid amount of the late payment.

Prepayment. If you pay off your loan early, you will not have to pay a prepayment penalty.

Security Interest. You are giving us a security interest in the Property being purchased.

See this Note for any additional information about nonpayment, default and any required repayment in full before the scheduled date.

Itemization of Amount Financed:
 \$9,572.00 Amount Financed / Principal amount of your loan / Amount paid for your purchase to TRAILER SOLUTIONS - 12506
YOU ACKNOWLEDGE RECEIVING AND REVIEWING A COMPLETE COPY OF THIS NOTE PRIOR TO SIGNING IT, INCLUDING THE OTHER IMPORTANT PROVISIONS ON PAGES 2 AND 3.

 Borrower

 Carolina Martinez
 Borrower

7/10/2017
 Date

7/10/2017
 Date

MCAF

Initials *YLM CM* Page 1 of 3

OTHER IMPORTANT PROVISIONS

Payment. You agree to promptly pay us all you owe under this Note even if the Property is damaged, destroyed, missing, or uninsured. Time is of the essence in this Note. Acceptance by us of partial payments shall not modify the terms of this Note and shall not constitute a waiver of any subsequent failure by you to timely pay the full amount of your payments as provided in this Note.

Returned Check Charge. We may assess a charge not exceeding \$20 for each check you send to us that is dishonored or returned to us unpaid for any reason.

Prepayment. You may prepay this Note in full or in part at any time without penalty.

Security Interest. To secure all of your obligations under this Note, you grant us a security interest and lien in the Property and all accessories, accessions, equipment, and replacement parts installed on the Property, the insurance proceeds resulting from loss or damage to the Property, the proceeds of any sale of the Property and the proceeds of any of the foregoing. To the extent permitted by applicable law, you authorize us as your attorney-in-fact to sign your name on any documents necessary to properly perfect and record our security interest. **NOTICE: BY GIVING US A SECURITY INTEREST IN THE PROPERTY, YOU WAIVE ALL RIGHTS PROVIDED BY LAW TO CLAIM SUCH PROPERTY EXEMPT FROM PROCESS, TO THE EXTENT PERMITTED BY LAW.**

Ownership and Risk of Loss. You agree that you will protect our security interest in the Property by: (a) maintaining the Property in good condition; (b) paying all taxes, fees, fines, and any other charges assessed against the Property; (c) immediately notifying us if any governmental authority impounds or confiscates the Property; (d) not misusing the Property; (e) not permitting the Property to be used for hire, illegally or contrary to the terms of any insurance policies covering the Property; (f) not taking the Property out of your state of residence or registering the Property in another state without our prior written consent; (g) not selling, transferring, or assigning your right, title, or interest in the Property without our prior written consent; and (h) not allow any lien, encumbrance, or other security interest to be placed against the Property without our prior written consent.

Location of Property. You will immediately notify us in writing of any change in your address or the address where the Property is regularly located.

Required Physical Damage Insurance. You agree to keep the Property insured at your own expense against all loss or damage with a deductible not greater than \$500. This insurance must be for not less than the actual cash value of the Property. Your insurance policy must name us as loss payee and must require 10 days advance written notice to us before any cancellation of the policy. If you suffer a total loss of the Property and the insurance proceeds are less than the total outstanding balance due on this Note (including principal, finance charges, and any other charges), you will be liable to us for the difference. You may obtain this insurance from any company you choose, except that we reserve the right to refuse any insurance that you offer for reasonable cause. You authorize us as your attorney-in-fact to endorse your name on any check we receive for insurance proceeds, to the extent permitted by law.

Default. You will be in default under this Note if: (a) you fail to make any payment when due; (b) you fail to perform any of your obligations under this Note; (c) any information that you furnished to us in connection with this loan proves to have been false or materially misleading; (d) you sell or transfer the Property; (e) any proceeding is commenced by or against you under any bankruptcy or insolvency law; (f) the Property is levied upon or seized under any legal process; or (g) the Property is lost, stolen, or suffers substantial damage.

Rights and Remedies Upon Default. If you default under this Note, we can require you to immediately pay all that you owe us on this Note. We also will have all rights and remedies of a secured party under the Uniform Commercial Code and other applicable laws or as provided in this Note, such as, but not limited to requiring you to, delivering the Property to us or our repossessing the Property, including by peacefully and lawfully entering upon the property where the Property is kept. We do not have to repossess the Property or exercise any of our other rights before collecting from you. At our option and without obligation to do so, we can have any repairs made to the Property that we deem desirable. If there is any personal property in the Property at the time we take possession of it, we will store it for you for a reasonable time after which we may dispose of it in a commercially reasonable manner and apply the proceeds to the amounts you owe us.

Costs of Collection. You agree to pay all costs and expenses that we incur in collecting any amounts due under this Note or enforcing this Note, including reasonable attorneys' fees and court costs, to the extent permitted by applicable law.

Sale of Repossessed Property. We will send you a written notice of sale at least ten (10) days before selling the repossessed Property. If you do not redeem the Property by the date in the notice, we can sell the Property. The sale proceeds, less amounts we pay to take back the Property, hold it and sell it, and less our attorneys' fees and legal costs to the extent permitted by law, will be used to pay the amounts you owe on this Note. Any money left will be paid to you unless the law requires us to pay it to someone else. If the sale proceeds are not enough to pay everything that you owe us on this Note plus costs of repossession and sale, you will pay what is still owed (the deficiency) to us, to the extent allowed by law. If you owe us a deficiency, you will be charged finance charges at the Annual Percentage Rate disclosed in this Note until you pay us all that you owe.

8001 Woodland Center Blvd
Suite #200
Tampa, FL 33614
Voice: 1-800-670-9944
Fax: 1-813-849-0914
TTY:1-888-401-9024

June 8, 2022

Yoslandi Martinez
3610 14th Ave NE
Naples, FL 34120

Original Creditor: DSNB – Department Stores National Bank

Regarding: Macy's Credit Card

Our Account Number: 8616224

Client Reference #: XXXX-XXXX-XXXX-1110

Balance: \$737.72

Current Balance: \$0.00

This is to advise that Credit Control, LLC., as authorized agent for **DSNB - Department Stores National Bank** regarding your **Macy's Credit Card** has received your balance in the amount of **\$737.72** on the above noted account. The account now shows a zero balance in our office.

If your payment is returned for any reason this offer is null and void.

If you have any questions regarding this matter, please do not hesitate to contact this office at 1-800-670-9944 or P.O. Box 31179, Tampa FL 33631 or you can visit us on the web at www.credit-control.com.

This is an attempt to collect a debt by a debt collector. Any Information obtained will be used for that purpose.

You may opt out/unsubscribe to receive future email communication by replying to this email with the word unsubscribe.

Regards,
Hays Roden
Collections Supervisor



INSTALLMENT LOAN STATEMENT

Customer Name YOSLANDI MARTINEZ
Account Number 2825 1
Payment Due 08-30-22
Total Amount Due \$141.43

MONTHLY STATEMENT SUMMARY

Table with 2 columns: Description and Amount. Rows include Current Principal Balance (\$2,417.06), Previous Principal Balance (\$2,917.06), Daily Interest As of Stmt. Date (\$0.662), Contract Payment Amount (\$213.81), Payoff (\$3,288.41), and Payoff good through (08-30-22).

PAYMENT STATUS

Table with 2 columns: Description and Amount. Rows include Current Amount Due (\$21.43), Past Due Amount (\$0.00), Fees/Charges (\$120.00), and Total Amount Due (\$141.43).

RECENT TRANSACTIONS

Table with 5 columns: Code, Date, Description, Amount, Balance. Shows a payment of \$500.00 on 07-29-22 applied to principal, resulting in a current principal balance of \$2,417.06.

CONVENIENT WAYS TO PAY

Manage your account 24 hours a day, 7 days a week

Online Bill Pay
https://secure.sheffieldfinancial.com

Sheffield Express 24
1-800-735-1903

Payment Address
Sheffield Financial
PO Box 580229
Charlotte, NC 28258-0229

Checks payable to: Sheffield Financial
DO NOT MAIL CASH

See back for additional contact information.

IMPORTANT ACCOUNT MESSAGES

Payments via Credit Card In the coming months, Sheffield Financial will no longer accept Visa, MasterCard or Discover Credit Cards for payments on your account. If you want to make your payment electronically, Sheffield will continue to accept one-time or recurring ACH payments via your checking or savings account, and one-time payment via Visa and MasterCard debit cards. Please make the necessary changes to your payment method in preparation for this change.

Interest Paid In 2021: \$158.68

Protect your personal information and access to your Sheffield account - do not provide anyone with your personal identifying information or access to your Sheffield loan account.

When you provide a check as payment, you authorize us to use information from your check to make a one-time electronic fund transfer from your account. In certain circumstances, such as for technical or processing reasons, we may process your payment as a check transaction. When we use information to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

Handwritten note: 02/09/2023 Payment 4497.39 #1561771532

Please detach here and mail with your payment in the enclosed envelope. Make check payable to Sheffield. Be sure to include your loan account number on the check. Allow 7 days for postal delivery.

CHANGE OF ADDRESS AND PHONE

You can update your address at SheffieldFinancial.com, or complete this form below.

Street Address:

P.O. Box:

City, State, Zip:

Home Phone (Land Line):

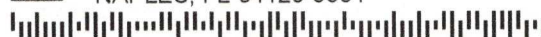
Cell Phone:

Customer Name YOSLANDI MARTINEZ
Account Number 20 942825 1
Payment Due 08-30-22
Total Amount Due \$141.43

Amount Enclosed \$

DO NOT MAIL CASH

012344 3 1/1 T37 P5 150861-13-3-1 - 12344
YOSLANDI MARTINEZ
CAROLINA MENDEZ
ANTELO INVESTMENTS INC DBA GARDEN S
3610 14TH AVE NE
NAPLES, FL 34120-5551



222094282510000014143012298

SHEFFIELD FINANCIAL
PO BOX 580229
CHARLOTTE NC 28258-0229



012344 3

NOTICE: We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

Bankruptcy Notice: If either you, your spouse or anyone who is liable for this debt has filed for bankruptcy, this monthly statement is for your information only and is not an attempt to collect a debt.

EXPLANATION OF TRANSACTION CODES

133 DEFERMENT CHARGE	568 ASSESS LATE CHARGE CORRECTION	668 ASSESS MISC FEE CORRECTION
500 FIELD DEBIT	570 WAIVE LATE CHARGE	670 WAIVE MISC FEE
508 FIELD DEBIT CORRECTION	578 WAIVE LATE CHARGE CORRECTION	678 WAIVE MISC FEE CORRECTION
510 FIELD CREDIT	580 PAYOFF	680 OPEN LOAN
518 FIELD CREDIT CORRECTION	588 PAYOFF CORRECTION	688 OPEN LOAN CORRECTION
550 PAY LATE CHARGE	600 PAYMENT	850 PAY LOAN FEE
558 PAY LATE CHARGE CORRECTION	608 PAYMENT CORRECTION	858 PAY LOAN FEE CORRECTION
560 ASSESS LATE CHARGE	660 ASSESS MISC FEE	

CONTACT SHEFFIELD FINANCIAL • SHEFFIELD EXPRESS 24: 1-800-735-1903 • CLIENT SERVICES DEPT: 1-888-438-8837

1. AUTOMATIC PAYMENT / RECURRING PAYMENT:

Free Service. Sign up ONLINE or print the Automatic Payment Form from our website and mail or fax to our office.

2. PAY ONLINE: Log into your account at <https://securecs.sheffieldfinancial.com>

3. PAY BY PHONE: 1-800-735-1903 through Sheffield Express 24

4. DEBIT / ELECTRONIC CHECK: Payments made by Debit Card are subject to maximum payment limits. Please call for details. Your Card issuer may elect to run the transaction as a Cash Advance.

5. PERSONAL CHECKS / CERTIFIED CASHIER CHECKS:

Please detach coupon and mail payments to: PO Box 580229, Charlotte, NC 28258-0229

6. MONEY GRAM: Receive Code: 6383 Available at Wal-Mart locations. For a location in your area call 1-800-926-9400

7. WESTERN-UNION: Code City: SHEFFIELD, NC. For a location in your area call 1-800-325-6000

8. CREDIT DISPUTES:
PO Box 25127
Winston-Salem, NC 27114

9. OVERNIGHT DELIVERIES / WRITTEN CORRESPONDENCE ADDRESS

101 N Cherry St.
Winston-Salem, NC 27101
DO NOT USE THIS ADDRESS FOR PAYMENTS

10. TITLE RELATED QUESTIONS: Email questions to titles@sheffieldfinancial.com

11. ELECTRONIC BILL PAY: For accurate payment posting, use your 9-digit account number (no dashes, spaces, or leading zeros). Remit to PO Box 580229, Charlotte, NC 28258-0229.

A NOTE ON TITLES: Titles are held for 30 days after payoff if final payment is made with a personal check or debit card. If you have not yet paid off your loan and would like your title release expedited, payoff will need to be made with certified funds, via Western Union Quick Collect, Moneygram, certified check, or money order. Certified checks and money orders need to be mailed in to your normal payment center with a note stating that you would like your title released immediately. Once your title is released, mail typically takes between 7 and 10 business days to receive. You can also email your title questions to us at titles@sheffieldfinancial.com and a titles representative will respond to you as soon as possible.

For NY Residents Only:

Visually impaired customers may contact our office at 888-438-8870 Option 3 and ask to speak to a "Qualified Reader". The representative will assist you in communicating the content of the written communication you have received. If you call outside of standard business hours, please leave a message providing your request for a Qualified Reader. Please leave your name, account number and the best time for us to reach you. A representative will return your call the next business day.

IN THE COUNTY COURT OF THE TWENTIETH JUDICIAL CIRCUIT IN AND FOR
COLLIER COUNTY, FLORIDA

CIVIL DIVISION

GROW FINANCIAL FEDERAL CREDIT
UNION

Plaintiff,

vs.

CASE NO. 11-2020-CC-001202-0001-XX

CAROLINA MENDEZ, YOSLANDI
MARTINEZ, K C MARBLE & TILE INC

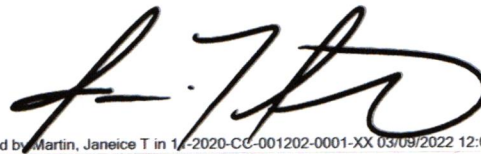
Defendant,

ORDER DISSOLVING GARNISHMENT

THIS CAUSE having come on to be heard on **March 9, 2022**, on the Defendant's Claim of Exemption, and the Court having heard testimony and argument and considered same, it is hereby ORDERED and ADJUDGED:

That the Court finds that the Defendant has established exemption to this Writ of Garnishment, and as such, the Writ of Garnishment is hereby DISSOLVED. Accordingly, the Garnishee is hereby directed to release to the Defendant immediately any funds that were previously being withheld under the Writ.

DONE AND ORDERED in Chambers at the Collier County Courthouse.



eSigned by Martin, Janeice T in 11-2020-CC-001202-0001-XX 03/09/2022 12:06:57 stdOmrwX

Electronic Service:

Jeffrey J Mouch <collectionsservice@kasslaw.com>

Carolina Mendez cmendezeguez@gmail.com