

Comp: 1/20/25

CITATION

City of Port St Lucie

CITATION#**31830****CERTIFIED MAIL#****7018 1830 0000 7931 8042**

This Citation is issued pursuant to City of Port St. Lucie Ordinance 150.530 and State of Florida Statute 489.127/531. THE ACT FOR WHICH THIS CITATION IS ISSUED SHALL CEASE IMMEDIATELY UPON RECEIPT OF THE CITATION.

The undersigned Licensing Investigator has just cause to believe that a violation of the Port St. Lucie Code Section 150.530 and Florida Statute 489.127/531 has occurred:

☐ Falsely hold himself/herself or a business organization out as a licensee, certificate holder, or registrant or holder of a certificate of competency issued by the board;

☐ Falsely impersonate a certificate holder or registrant or holder of a certificate of competency issued by the board;

☐ Present as his/her own the certificate, registration, or certificate of competency of another;

☐ Give false or forged evidence to the Board or a member thereof for the purpose of obtaining a certificate of competency;

☐ Use or attempt to use a certificate, registration, or certificate of competency which has been suspended or revoked.

☒ Engage in the business or act in the capacity of a contractor or advertise himself/herself or a business organization as available to engage in the business or act in the capacity of a contractor without being duly registered or certified or the holder of a certificate of competency;

☐ Operate a business organization engaged in contracting after 60 days following the termination of its only qualifying agent without designating another primary qualifying agent;

☐ Commence or perform work for which a building permit is required per Part IV of Chapter 553 without such building permits being in effect;

☐ Willfully or deliberately disregard or violate any municipal ordinance relating to uncertified or unregistered contractor;

☐ Act in the capacity of a contractor different from the scope of work for which the contractor is certified to perform;

☐ Failed to secure required inspections;

☐ Willfully or deliberately obtaining or attempting to obtain a permit for an entity unregistered or unlicensed;

☒ Practice contracting unless the person is certified or registered (ELECTRICAL)

☐ Use the name or title "electrical contractor" or "alarm system contractor" or words to that effect, or advertise himself or herself or a business organization as available to practice electrical or alarm system contracting, when the person is not then the holder of a valid certification or registration issued pursuant to this part.

and has been observed on 12/30/2024 at the Location of 4282 SW EARNEST ST

DESCRIPTION OF WORK PERFORMED:

CONTRACTING AND PERFORMING ELECTRICAL

ISSUED TO		JONATHAN		PONCE TORRES	
		First		Middle	Last
BUSINESS NAME	JON PONCE ELECTRIC LLC		STREET	996 SW MCELROY AVE	
CITY	PORT SAINT LUCIE	STATE	FL	ZIP	34953
				PHONE#	(772) 475-4763
DL#		FL	DOB	CERT/REG#	

ADDITIONAL CITATIONS MAY BE ISSUED FOR EACH DAY THE VIOLATION EXISTS A**PENALTIES:****NON-STRUCTURAL OR NON-MECHANICAL:**

1st OFFENSE	\$500.00
2nd OFFENSE	\$1,000.00
3rd OFFENSE	\$1,500.00

PENALTIES:**STRUCTURAL OR MECHANICAL:**

1st OFFENSE	\$1,000.00
2nd OFFENSE	\$2,000.00
3rd OFFENSE	Pursuant to Florida Statute 489.127(2)(b)

The Violator may either: (1) PAY the civil penalty defined herein upon receipt of the citation at: City of Port St. Lucie, Building B, Contractor Licensing, 121 SW Port St. Lucie Blvd. 34984 Monday – Friday 8:00 a.m. – 4:30 p.m. (payment must be in cash, credit card, or certified funds and payable to the City of Port St. Lucie).
OR

(2) Request an administrative hearing within 10 days of receipt to contest the citation. Failure to either pay the citation or request a hearing within the time period set forth, shall be deemed to be a waiver of the right to contest the citation and additional penalties may be imposed. Subsequent violations may result in fines not to exceed the maximum as set forth by state statutes.

☐ I REQUEST AN ADMINISTRATIVE HEARING **within 10 days:** (sign here)

FURTHERMORE, I UNDERSTAND ANY PERSON WHO WILLFULLY REFUSES TO SIGN AND ACCEPT A CITATION ISSUED BY A LICENSING INVESTIGATOR COMMITS A MISDEMEANOR OF THE SECOND DEGREE, PUNISHABLE AS PROVIDED IN s.775.082 or s.775.083.

Violator's Signature

Date Received

JAMES LAPONZA

Date of Citation

Revised 08/27/2019

U.S. Postal ServiceTM
CERTIFIED MAIL[®] RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com[®].

OFFICIAL USE

Certified Mail Fee

\$

Extra Services & Fees (check box, add fee as appropriate)

- ☐ Return Receipt (hardcopy) \$ _____
☐ Return Receipt (electronic) \$ _____
☐ Certified Mail Restricted Delivery \$ _____
☐ Adult Signature Required \$ _____
☐ Adult Signature Restricted Delivery \$ _____

Postage

\$

Total Postage and Fees

\$

Sent To

Street and Apt. No., or PO Box No.

City, State, ZIP+4[®]

Postmark
Here

2508 7662 0000 0687 8702

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

JONATHAN PONCE TORRES
JON PONCE ELECTRIC LLC
996 SW MCELROY AVE
PORT SAINT LUCIE, FL 34953
CITATION 31830 HEARING NOTICE



9590 9402 9237 4295 5259 44

2. Article Number (Transfer from service label)

9589 0710 5270 1698 9507 66

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature		<input type="checkbox"/> Agent
X		<input type="checkbox"/> Addressee
B. Received by (Printed Name)	C. Date of Delivery	
D. Is delivery address different from item 1? <input type="checkbox"/> Yes enter delivery address below: <input type="checkbox"/> No		

<input type="checkbox"/> Adult Signature <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Certified Mail® <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Insured Mail <input type="checkbox"/> Registered Mail <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Signature Confirmation Restricted Delivery	<input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Signature Confirmation Restricted Delivery
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Domestic Return Receipt



Building Department, Contractor Licensing
121 SW Port St. Lucie Blvd., Building B
Port St. Lucie, FL 34984

MIAMI FL 330

29 MAR 2025PM 1 L



quadrant
FIRST-CLASS MAIL
IMI
\$009.64
03/28/2025 ZIP 34984
043M31222068
US POSTAGE

JONATHAN PONCE TORRES
JON PONCE ELECTRIC LLC
996 SW MCELROY AVE
PORT SAINT LUCIE, FL 34953

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

CERTIFIED MAIL®



9589 0710 5270 1698 9507 66

91340

NIXIE

331 FE 1

0004/08/25

RETURN TO SENDER
NOT DELIVERABLE AS ADDRESSED
UNABLE TO FORWARD

HWF

BC: 34984504221

*2006-02113-30-01

34984504221



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Limited Liability Company
JON PONCE ELECTRIC LLC

Filing Information

Document Number	L22000439795
FEI/EIN Number	92-0788524
Date Filed	10/12/2022
Effective Date	10/11/2022
State	FL
Status	ACTIVE

Principal Address

996 SW MCELROY AVE
PORT ST LUCIE, FL 34953

Changed: 02/28/2023

Mailing Address

996 SW MCELROY AVE
PORT ST LUCIE, FL 34953

Changed: 02/28/2023

Registered Agent Name & Address

PONCE TORRES, JONATHAN
996 SW MCELROY AVE
PORT ST LUCIE, FL 34953

Address Changed: 02/28/2023

Authorized Person(s) Detail

Name & Address

Title VP

PONCE TORRES, KAYLA H
996 SW MCELROY AVE
PORT ST LUCIE, FL 34953

Title President

Ponce Torres , Jonathan

996 SW MCELROY AVE
PORT ST LUCIE, FL 34953

Annual Reports

Report Year	Filed Date
2023	02/28/2023
2024	03/26/2024

Document Images

03/26/2024 -- ANNUAL REPORT	View image in PDF format
02/28/2023 -- ANNUAL REPORT	View image in PDF format
10/12/2022 -- Florida Limited Liability	View image in PDF format



City of Port St. Lucie
BUILDING DEPARTMENT
Contractor Licensing Division
contractorlicensing@cityofpsl.com



"It Starts with a Good Foundation"

UNIFORM COMPLAINT FORM

Date Received: 10/15/24

Complainant's Name: LOUIS ATILANO

Address: 4282 SW EARNEST STREET PSL FL 34953

Email: BYLAW@JUNO.COM Phone #: 917 922-4912

SUBJECT OF COMPLAINT

Contractor/Company Name: Robert Thompson / R Thompson Electric LLC

Address: 439 SE CORK ROAD, Port St. Lucie FL 34984

Occupation: ELECTRICIAN License #: EC13007306

Phone #: 772 203-1756

Was a permit obtained for the work performed? ☒ Yes ☐ No Permit Number: 2356778

Have you contacted an attorney? ☐ Yes ☒ No

How did you hear of the above-named person or company? ☐ Telephone ☐ Newspaper
☒ Other _____

Have you contacted the contractor concerning your complaint? ☐ Yes ☒ No

(If yes, please indicate the date(s) _____, _____, _____)

Did you send a demand letter to the contractor? ☐ Yes ☒ No

COMPLAINT DETAILS

NOTE: A copy of this form will be sent to the subject of your complaint, pursuant to Florida State Statutes 422.255(1). Please give full details of your complaint, include facts and dates. Attach copies of contracts, invoices, checks submitted and correspondence:

See ATTACHED

I paid: \$ 12,100.00 Method of payment: ☒ Checks ☐ Money Order ☐ Other _____

To: Jon Ponce Electric LLC (contractor's or company's name)

To settle this complaint, I would like: (e.g., warranty, repairs, cancellation of a contract, etc.) **NOTE: If you are seeking a refund, this would be a civil matter and is handled by the Clerk of Court.**

Florida State Statute 837.06, False Official Statement: Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree.

[Signature]
(Complainant's Signature)

[Signature]
(Notary's Signature)

STATE OF FLORIDA, County of St. Lucie

[NOTARIAL SEAL]



JUANEISHA J. CROOMS
Commission # HH 143801
Expires June 20, 2025
Bonded Thru Budget Notary Services

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 15 day of Oct, 2024 by Louis Atilano who is personally known to me or has produced DL as identification.

Mr. Thompson applied for a sub-contractor permit on February 13, 2024, for an electrical job on my Home Owner Builder project. See attached sub-contractor permit application. Mr. Thompson was not the contractor bidding or performing the work. The electrical job was bid and performed by Jon Ponce Electric LLC. See estimate enclosed. Mr. Ponce was paid a total of \$12,100.00 dollars. See checks enclosed. Mr. Ponce was fired from the job due to, breach of contract, etc. At the time of the breach and subsequent firing June 20, 2024, there was no money owed to either Ponce or Thompson. As a matter of fact, they had been paid more than what the contract stipulated. See enclosed estimate. The contract called for two payments, \$9,100 after rough and \$3900 after final inspection. At the time of the breach and the subsequent firing, they had been paid \$3,000.00 over the contracted total, thus no money was owed on the contract. On June 21, 2024, Mr. Thompson filed a Contractor Removal from Permit, stating falsely that the reason for his application for removal was Non Payment, a false statement in violation of FSS 837.06. See attached application. This was done in a deliberate attempt to harm me and prevent me from completing my home. In addition, I'm requesting that this agency look into this symbiotic and/or parasitic relationship between license holder Mr. Thompson and unlicensed contractor Mr. Ponce. Please note, that I never met Mr. Thompson until October 14, 2024, as he was never on the job site.



City of Port St. Lucie Building Department
121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984
Ph: 772-871-5132 Website: www.CityofPSL.com/Building

SUB-CONTRACTOR OF RECORD PERMIT APPLICATION

Permit #: _____ Pin: _____ Master Permit #: **2356778**

Site Address: 4282 SW Earnest Street Port Saint Lucie FL 34953		
Legal Description (Section/Block/Lot): 33//2176/28		Parcel ID: 3420-660-0145-000-5
Owner's Information		
Name: Louis Atilano	Email: bylaw@juno.com	Phone: 9179224912
Address: 1801 SW Davis Street Port Saint Lucie, FL 34953		
Contractor's Information		
Name: R Thompson Electric LLC	Email: rthompsonelectric@yahoo.com	Phone: 7722031756
Address: 439 SE Cork Road Port Saint Lucie FL 34984	PSL Comp no. _____	State License no. EC13007306
PROJECT INFORMATION		
<input type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential I hereby authorize the following contractor or individual to include me as a Sub-Contractor for the referenced job. LOUIS ATILANO License # _____ (Print name of authorized master permit holder or property owner if owner builder) Type of work: <input type="checkbox"/> Plumbing <input checked="" type="checkbox"/> Electrical <input type="checkbox"/> Mechanical <input type="checkbox"/> Roof Specialty: _____ (specify) <div style="display: flex; justify-content: space-between;"> *See checklist for additional requirements. <div style="border: 1px solid black; padding: 2px;">Total Valuation \$ _____</div> </div>		
APPLICATION MUST BE SIGNED AND NOTARIZED BY THE CONTRACTOR AND OWNER		
<div style="display: flex; justify-content: space-between;"> <div> Contractor Signature Robert Thompson Print Name Robert Thompson Notary Public, State of Florida </div> <div style="text-align: right;"> 2-13-24 Date </div> </div> <div style="margin-top: 20px;"> <p>STATE OF FLORIDA, County of <u>St. Lucie</u></p> <div style="border: 1px solid black; padding: 5px; width: fit-content;"> <p style="font-size: small;">Notary Public State of Florida Melanie L Kropp My Commission HH 418086 Expires 6/28/2027</p> </div> <p>[NOTARIAL SEAL]</p> <p>The foregoing instrument was acknowledged before me by means of <input checked="" type="checkbox"/> physical presence or <input type="checkbox"/> online notarization this <u>13th</u> day of <u>February</u>, 20<u>24</u> by <u>Robert Thompson</u> who is personally known to me or has produced <u>driver's license</u> as identification.</p> </div>	<div style="display: flex; justify-content: space-between;"> <div> Owner or Owner's Authorized Representative Signature _____ Print Name _____ Notary Public, State of Florida _____ STATE OF FLORIDA, County of _____ [NOTARIAL SEAL] </div> <div style="text-align: right;"> Date _____ </div> </div> <p>The foregoing instrument was acknowledged before me by means of <input type="checkbox"/> physical presence or <input type="checkbox"/> online notarization this _____ day of _____, 20____ by _____ who is personally known to me or has produced _____ as identification.</p>	
FOR OFFICE USE ONLY		
PERMIT FEE \$ _____ Payment method: _____ Last 4 Digits of Credit Card or Check no.: _____ Receipt no.: _____ Application date: _____ Rec'd by: _____		

Application created 05/10/20 (Revised 02/02/21 YP)

996 SW McElroyroy Ave
Port St Lucie, FL, 34953-5644
(772) 475-4763
jonathanponce760@yahoo.com

Jon Ponce Electric Llc.

Estimate

For: Louis New House
bxlaw@juno.com

Estimate No: 60
Date: 10/22/2023

Description	Quantity	Rate	Amount
.	1	\$13,000.00	\$13,000.00*
21: single pole switches			
6 : 3 way switches			
42: receptacles			
27 : LED high hats 6"			
24: LED high hats 4"			
4 : fan boxes pre wire only			
3 : vanity light pre wire only			
5 : coaxe location per plan			
5000k under cabinet lights in kitchen			
100 amp sub panel for future pool			
200 amp meter main			
ALL Receptacles to be white decorator outlets			
Any Additional items will be considered extras			
Extended service not included			
1st draw \$9100 after rough			
2nd draw \$3900 after final			

*Indicates non-taxable item

Subtotal \$13,000.00
Total \$13,000.00

Total \$13,000.00



CHASE
PRIVATE
CLIENT

LOUIS ATILANO
1801 SW DAVIS ST.
PORT SAINT LUCIE, FL 349531108

1-2/210

337

DATE May 14, 2024

PAY TO THE
ORDER OF

Jon Force Electric LLC \$ 3,000.00
Three Thousand and 00/100

DOLLARS ☒ A

JPMorgan Chase Bank, N.A.

[Signature]

MEMO 2nd Payment 900-00T

[Redacted] MP



CHASE
PRIVATE
CLIENT

LOUIS ATILANO
1801 SW DAVIS ST.
PORT SAINT LUCIE, FL 349531108

1-2/210

321

DATE 3-22-24

PAY TO THE
ORDER OF

Jon Ponce Electric LLC \$ 7,100.00
Seven Thousand One hundred and 00/100 DOLLARS ☐ ☒

JPMorgan Chase Bank, N.A.

Electrical

MEMO

Ann Ponce

MP



CHASE
PRIVATE
CLIENT

LOUIS ATILANO
1801 SW DAVIS ST.
PORT SAINT LUCIE, FL 349531108

1-2/210

317

DATE 3-19-24

PAY TO THE ORDER OF JON PONCE ELECTRIC LLC \$ 2,000.00
Two Thousand and 00/100 DOLLARS 

JPMorgan Chase Bank, N.A.



MEMO Deposited




MP



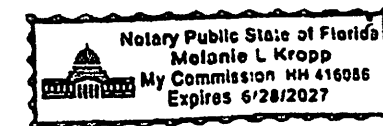
City of Port St. Lucie Building Department
121 SW Port St. Lucie Blvd, Port St. Lucie, FL 34984
Ph: 772-871-5132 Website: www.CityofPSL.com/Building

Contractor Removal from Permit

PERMIT #2356778

PROPERTY ADDRESS: 4282 SE Earnest Street Port Saint Lucie FL 34953				
LEGAL DESCRIPTION.	SECTION 33	BLOCK 2176	LOT 28	Parcel ID# 3420-660-0145-000-5
OWNER INFORMATION:				
OWNER NAME Louis Atilano			PHONE# 9179224912	
MAILING ADDRESS 1801 SW Davis Street Port Saint Lucie FL 34953				
EMAIL ADDRESS bxlaw@juno.com				
CONTRACTOR INFORMATION				
CONTRACTOR NAME R Thompson Electric LLC		QUALIFIER'S NAME Robert Thompson		
MAILING ADDRESS 439 SE Cork Road Port Saint Lucie FL 34984			PHONE # 7722031756	
EMAIL ADDRESS bxlaw@juno.com		PSL COMP # STATE LIC. # EC13007306		
Please provide a brief explanation for the request to be removed from the permit: Non Payment.				
I, <u>Robert Thompson</u> the qualifier of <u>R Thompson Electric LLC</u> , am hereby requesting to be removed as the Contractor of Record from the above-referenced permit. I hereby indemnify and hold harmless the City of Port St. Lucie, its officers, agents, and employees (including but not limited to Building Official(s)), from all costs, fees, or damages arising from any and all claims of action for any reason, which may arise from this contractor removal request. I also attest that it is my sole responsibility to officially inform the owner of the property that I am no longer the contractor of records of the above reference permit.				
 Contractor Signature		 Date		
<u>Robert Thompson</u> Print				
 NOTARY PUBLIC, State of Florida				
STATE OF FLORIDA				
COUNTY OF <u>St. Lucie</u>				
The foregoing instrument was acknowledged before me by means of <input checked="" type="checkbox"/> physical presence or <input type="checkbox"/> online notarization this <u>21st</u> day of <u>June</u> 20 <u>24</u> by <u>Robert Thompson</u> who is personally known to me or has produced <u>DL</u> as identification				
For office use only: Processed by _____ Date: _____				

7/27/2020 (Updated 04/05/22 BG)



[NOTARIAL SEAL]

City of Port St Lucie Contractor Licensing
121 SW Port St Lucie Blvd, Bldg B
Port St. Lucie, FL 34984

CITY OF PORT ST. LUCIE
ST LUCIE COUNTY, FLORIDA

Petitioner

**JONATHAN PONCE TORRES
JON PONCE ELECTRIC LLC
996 SW MCELROY AVE
PORT SAINT LUCIE, FL 34953**

Citation(s) # 31830

Respondent

VIA CERTIFIED MAIL: 9589 0710 5270 1698 9507 66

NOTICE OF CITATION ORDER HEARING

You are hereby notified that the City of Port St. Lucie Construction Board of Appeals has scheduled a hearing open to the public, on the **10th of April 2025 at 9:00 a.m.** in the Port St. Lucie Council Chambers, 121 SW Port St. Lucie Boulevard, Port St. Lucie, St. Lucie County, Florida, to establish findings of fact and conclusions of law for alleged Building Code Violations against the Respondent.

Those who do not speak English are required to bring your own translator. Los personas que no hablan ingles son requerido traer propio traductor. Moun san yo ki pa pale angle yo oblije mianun ou moun pou tradui.

Location(s) of Violation(s): 4282 SW EARNEST ST

It is imperative that the Respondent attends this quasi-judicial hearing and present evidence relating to the veracity of the allegations.

This hearing could result in the fine of **\$1,000.00 or \$2,000.00 per citation.**

PLEASE GOVERN YOURSELF ACCORDINGLY.

Certificate of Notice

I HEREBY CERTIFY that a copy of this Notice of Violation Hearing sent by Certified Mail:

JONATHAN PONCE TORRES herein on the 27th day of March 2025

Isa Alvarez – Contractor Licensing Coordinator 3/27/25

IN AND FOR THE CITY OF PORT ST. LUCIE
CONSTRUCTION BOARD OF APPEALS

City of Port St. Lucie, a Florida
Municipal Corporation,
Petitioner,

v.

Jonathan Ponce Torres
Respondent(s).

Citation.: 31830-BL

FINDINGS OF FACT, CONCLUSIONS OF LAW, AND
CONSTRUCTION BOARD OF APPEALS CITATION ORDER

This Matter came before the Construction Board of Appeals of the City of Port St. Lucie, Florida, on **April 10th, 2025**, for a Public Hearing and based on the evidence presented, the Construction Board of Appeals enters the following Findings of Fact, Conclusions of Law, and Order.

FINDINGS OF FACT

The Construction Board of Appeals finds as follows:

1. The Respondent and/or representative(s) **did or did not** appear before the Construction Board of Appeals to present testimony and argument.
2. Respondent was properly served with the Notice of Hearing pertaining to the Public Hearing before the Construction Board of Appeals by Certified Mail, Return Receipt Requested in accordance with the Port St. Lucie City Code and Chapter 489, Florida Statutes.
3. The allegations of fact, as set forth in the citation **#31830** supported by competent substantial evidence and are as follows:

Engage in the business or act in the capacity of a contractor or advertise himself/herself or a business organization as available to engage in the business or act in the capacity of a contractor without being duly registered or certified or the holder of a certificate of competency. Practice contracting unless the person is certified or registered (ELECTRICAL).

CONCLUSIONS OF LAW


4. The CBA considered the factors outlined in s. 489.127, Florida Statutes.
5. That the Construction Board of Appeals has jurisdiction in this cause and, based upon the findings of fact and evidence presented, concludes that the Respondent **did** violate Port St. Lucie City Code, Section **150.530 (a) (6) & 150.530.(a)(10)**.

ORDER

6. That civil penalty for the amount of **\$1,000.00** is hereby imposed against Respondent pursuant to imposed pursuant to the Port St. Lucie City Code and Chapter 489, Florida Statutes.
7. The civil penalty imposed shall be paid within thirty (30) days (excluding weekends and holidays) of the execution of this Order.
8. Failure to timely pay the civil penalty imposed by this Order shall result in a Certification of Fine Hearing before the Construction Board of Appeals on **July 10th, 2025 at 9:00 a.m.** at 121 SW Port St Lucie Blvd. Port St Lucie FL Bldg "A" – Council Chambers
9. The Certification of Fine Hearing may result in the recording of a lien against the real and personal property of the Respondent in the Public Records pursuant to Chapter 489, Florida Statutes.
10. This Order may be appealed within thirty (30) days of execution, as set forth in Section 489.127, Florida Statutes.

Done and Ordered the **10th** day of **April**.

APPROVED AS TO FORM
BY THE CITY ATTORNEY'S OFFICE


Wayne Larsen
Chairperson
Construction Board of Appeals

Settlement of Civil Action

From louis atilano <730bxlaw@gmail.com>

Date Wed 6/25/2025 11:41 AM

To Isa Alvarez <IAlvarez@cityofpsl.com>

 1 attachment (773 KB)

Stip Signed Scan.pdf;

Enclosed please find a copy of the Settlement Agreement.

Isa Alvarez

From: louis atilano <730bqlaw@gmail.com>
Sent: Wednesday, June 4, 2025 2:08 PM
To: Isa Alvarez
Subject: Louis Atilano Documents
Attachments: Ponce address Scan.pdf; Decision.pdf; Motion complete scan 2.pdf

Ms. Alvarez: Enclosed herein please find, Statement of Claim, Notice to Appear, Affidavit of Service by the Sheriff. The above documents show the address of the Defendant as 5655 Krin Ct. In addition herein please find the Decision wherein the Judge ruled that there was no contract of any kind between me and R Thompson and also find the copy of the Motion to vacate the judgment.

In the County Court,
Nineteenth Judicial Circuit,
in and for County of St. Lucie,
State of Florida – Civil Division

Case No. 2024SC003451

LOUIS ATILANO
4282 SW Earnest Street
Port St. Lucie, Florida 34953
917 922-4912

vs

JON PONCE ELECTRICAL LLC
5655 NW KRIN CT.
Port St. Lucie, Florida 34986
772 475-4763

R THOMPSON ELECTRICAL LLC
439 SE Cork Road
Port St. Lucie, Florida 34984
772 203-1756

MOTION TO VACATE JUDGMENT

The Plaintiff moves for the entry of an Order pursuant to Florida Small Claims Rule 7.180, vacating the judgment, dismissing the counterclaim with prejudice, ordering a new trial and sanctions against the defendants' attorney, who knew his client, JON PONCE ELECTRICAL LLC, hereinafter "PONCE" was unlicensed, and could not legally enter into an electrical contract and seek costs for work done while unlicensed. Hence, could never be successful in Court and his other client, R THOMPSON ELECTRICAL LLC, hereinafter, "THOMPSON" who conspired with "PONCE" to committed fraud on the governmental agency and consumer such as Plaintiff, by engaging in improper conduct to procured the permit, which they are both being investigated for by the City of Port Saint Lucie and the State of Florida.

The grounds for this Motion are Florida Statute 489.128, See annexed hereto exhibit "A" which inter alia states:

“[as] a matter of Public Policy, contracts entered into ... by an unlicensed contractor shall be unenforceable in law or in equity...”

An agreement not enforceable by law is said to be void. A void contract is a contract which ceases to be enforceable by law. The plaintiff, in the other hand has a voidable contract which is enforceable by law at the option of the plaintiff only. Here, “PONCE” alleged contract was void ab initio, unenforceable from the beginning. Defendant “PONCE” as an unlicensed contractor, cannot enforce the alleged contract and the counterclaim the Court mentions in its decision, in this, or any other Florida Court. See annexed hereto the Court’s decision as exhibit “B”. This Florida Statute makes contracts by unlicensed contractors unenforceable in this state. **The Court herein totally ignored the law.**

The Court, also ignored the testimony of Isa Alvarez, the City of Port St. Lucie, Buildings Dept. Contractor Licensing Coordinator that testified that “PONCE” was an unlicensed contractor; could not enter into a contract and was issued a **Citation** for that violation in this case, for unlicensed practices. See annexed hereto exhibit “C”, the Citation issued to “PONCE” by the City of Port Saint Lucie for his unlicensed practices in violation of City Ordinance Sec. 150.530, see exhibit “D” which inter alia states:

“ It shall be unlawful for any person to ... engage in the business or act in the capacity of a contractor ... without been duly registered or certified”.

and Florida Statute 489.127, see exhibit “E” which inter alia states:

“ No person shall willfully or deliberately disregard or violate any municipal or county ordinance relating to uncertified or unregistered contractors”.

The Court is deemed to have knowledge of the law; that an unlicensed contractor

cannot make any claim as "PONCE" made, yet the Court committed error and granted a judgment for "PONCE" an unlicensed contractor; contrary to the law. The Court cannot enforce a breach of contract versus the plaintiff. Let's be clear, at the time the work in my home was performed, which required a state license and a permit; "PONCE" had neither, thus no enforceable rights.

Also, both "PONCE" and "THOMPSON" conspired surreptitiously to defraud the system and defeated the permit requirement. The defendants herein came into Court with "unclean hands" a crucial element in this case. But, for the malfeasance of these defendants; this permit would not have been issued. Thus, the unlicensed and unskilled contractor "PONCE" would not have been able to work on this job. Defendant "PONCE" did not follow the plans on multiple occasions causing delays and extra work to be done by others at plaintiff's expense.

Defendant "THOMPSON" did nothing, but only procure the permit. The Court correctly ruled in its decision "that there was no evidence of a contract of any kind between the Plaintiff and "THOMPSON". See exhibit "B" supra. If there is no evidence of a contract between the plaintiff and the permit holder "THOMPSON", that is prima facie evidence that the permit was invalidly obtained; a sham.

Therefore, defendant, "PONCE" cannot stand alone in Court, his entire case must be dismissed for the reasons previously stated. Defendant, "THOMPSON" didn't testify or present a defense for his actions. The Court precluded any attempt by this affiant to present any evidence of the collusion between these two defendants to circumvent the system. For instance, once he was fired for the breach of contract, "PONCE" in an improper and malicious attempt to stop the construction; improperly contacted the inspector by phone and requested that the inspection be stop, and told

the inspector on the day of inspection: that the house would not pass inspection. When the City Inspector, Dominic DeSalvo who testified in Court refused to do that; "PONCE" contacted his partner in crime "THOMPSON" and had "THOMPSON" file a permit removal, falsely stating that reason for the permit removal was non-payment. See annexed exhibit "F". A false statement in violation of the Florida State Statute 837.06 which provides that:

"[w]hoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree".

When the permit removal was filed by "THOMPSON" on June 21, 2024, there was no money owed to the defendants, in particular, "THOMPSON" that is clear from the Court's decision, which states: "that there was no contract between the plaintiff and "THOMPSON". Thus, no money could have been owed. This was done in a deliberate and contumacious attempt to stop and delay the construction; which they did.

Moreover, what did "PONCE" know about his work that would not pass inspection? Now we know, Inspector DeSalvo found that "PONCE" had not properly followed the construction plans as he was supposed to. See Inspection report dated June 21, 2024 annexed exhibit "G". Among the many violations, the inspector found that "PONCE" had installed an improper MOCP (maximum overcurrent protection) for the condensing unit which requires 50 amp but 30 amp was installed. This is a major departure from an electrical standard. The MOCP is vital for safety and compliance with electrical codes, ensuring that the circuit breakers are properly sized to prevent damage or hazards like fire. The proper MOCP is crucial for protecting both wiring and equipment from the effects of overcurrent, which can occur due to short circuits, ground faults or sustained overloads. "PONCE" not only installed the wrong MOCP,

but also installed the wrong wiring for the HVAC unit. The AWG (American Wire Gauge) wire he installed was #10, which was wrong according to the plans. It should have installed a #6 AWG wire which is thicker for added protection, a major error and departure from the plans. Wire gauge, as determined by AWG, directly impacts the wire's current-carrying capacity, resistance, and strength. Installing the correct AWG is crucial for safe and efficient electrical wiring. Which "PONCE" failed to do. Defendant "PONCE" failed to perform in accordance with the terms of the contract which were to do electrical work in accordance with the plans. He did not follow the plans and was terminated as a result. This and other major departures from the plans were the reason for terminating his services.

Wherefore, for the reasons stated above, the judgment of the Court should be vacated, dismissing the counterclaim with prejudice, granting a new trial and sanctions against the defendants' attorney.

March 17, 2025

Plaintiff

CERTIFICATE OF SERVICE

I CERTIFY that a copy hereof has been furnished to the defendants' attorney MILDNER & ASSOCIATES at 423 Delaware Avenue Fort Pierce, Florida 34950 by mail delivery this 17th day of March 2025.

Plaintiff

EXHIBIT A

The Florida Senate

2011 Florida Statutes

<u>Title XXXII</u> REGULATION OF PROFESSIONS AND OCCUPATIONS	<u>Chapter 489</u> CONTRACTING <u>Entire Chapter</u>	SECTION 128 Contracts entered into by unlicensed contractors unenforceable.
--	--	--

489.128 Contracts entered into by unlicensed contractors unenforceable.—

(1) As a matter of public policy, contracts entered into on or after October 1, 1990, by an unlicensed contractor shall be unenforceable in law or in equity by the unlicensed contractor.

(a) For purposes of this section, an individual is unlicensed if the individual does not have a license required by this part concerning the scope of the work to be performed under the contract. A business organization is unlicensed if the business organization does not have a primary or secondary qualifying agent in accordance with this part concerning the scope of the work to be performed under the contract. For purposes of this section, if a state license is not required for the scope of work to be performed under the contract, the individual performing that work is not considered unlicensed.

(b) For purposes of this section, an individual or business organization may not be considered unlicensed for failing to have a business tax receipt issued under the authority of chapter 205.

(c) For purposes of this section, a contractor shall be considered unlicensed only if the contractor was unlicensed on the effective date of the original contract for the work, if stated therein, or, if not stated, the date the last party to the contract executed it, if stated therein. If the contract does not establish such a date, the contractor shall be considered unlicensed only if the contractor was unlicensed on the first date upon which the contractor provided labor, services, or materials under the contract.

(2) Notwithstanding any other provision of law to the contrary, if a contract is rendered unenforceable under this section, no lien or bond claim shall exist in favor of the unlicensed contractor for any labor, services, or materials provided under the contract or any amendment thereto.

(3) This section shall not affect the rights of parties other than the unlicensed contractor to enforce contract, lien, or bond remedies. This section shall not affect the obligations of a surety that has provided a bond on behalf of an unlicensed contractor. It shall not be a defense to any claim on a bond or indemnity agreement that the principal or indemnitor is unlicensed for purposes of this section.

History.—s. 30, ch. 90-228; s. 11, ch. 91-201; s. 4, ch. 91-429; s. 17, ch. 93-166; s. 486, ch. 97-103; s. 35, ch. 2000-372; s. 1, ch. 2003-257; s. 2, ch. 2006-154; s. 118, ch. 2007-5; ss. 33, 34, ch. 2009-195.

Disclaimer: The information on this system is unverified. The journals or printed bills of the respective chambers should be consulted for official purposes.

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EXHIBIT B

IN THE COUNTY COURT OF THE NINETEENTH JUDICIAL CIRCUIT
IN AND FOR SAINT LUCIE COUNTY, FLORIDA

LOUIS ATILANO
Plaintiff / Counter-Defendant,

CASE NO. 2024SC003451

vs.

JON PONCE ELECTRIC LLC,
Defendant / Counter-Plaintiff

R THOMPSON ELECTRIC LLC
Defendant.

_____ /

FINAL JUDGMENT

THIS CAUSE having come before the Court for trial on January 9, 2025, and February 20, 2025, on the above style case and the Court considering the testimony, exhibits, submitted authority, and the arguments of the parties, finds:

As to the Original Claim:

1. That Plaintiff failed to prove a breach of contract. The testimony revealed that Plaintiff fired Jon Ponce Electric LLC before allowing the business to complete the work. Further, there was no evidence of a contract of any kind between Plaintiff and R. Thompson Electric LLC.
2. That because Plaintiff failed to meet his burden of proof, the Court finds for Defendants. Plaintiff shall take nothing.

As to the Counterclaim, the Court finds the following:

1. That Counter-Plaintiff proved that Counter-Defendant breached the contract by firing the business before allowing the business to fully perform the contract and by failing to pay per the contract.
2. That Counter-Plaintiff proved \$3,450.00 in damages.


3. That Counter-Plaintiff incurred \$295.00 in court costs.

Consequently, it is

ORDERED AND ADJUDGED

1. The Defendant/Counter-Plaintiff, JON PONCE ELECTRIC LLC shall recover from the Plaintiff/Counter-Defendant, LOUIS ATILANO the sum of \$3,450.00 on principal, with costs of \$295.00, for a total of \$3,745.00 for which let execution issue.
2. The Judgment shall bear interest at the rate set by Florida Statute
3. Plaintiff/Counter-Defendant, LOUIS ATILANO shall complete the attached Fact Information Sheet and return the Fact Information Sheet and all required attachments to the attorney for Defendant/Counter-Plaintiff within 45 days of this order unless the Judgment is satisfied or a notice of appeal is filed. Plaintiff/Counter-Defendant should NOT file the Fact Information Sheet with the Court.

DONE AND ORDERED in Port St. Lucie, Florida,



eSigned by ISENHOWER, DARYL in 2024SC003451
on 03/05/2025 10:53:33 roCFzDPN

DARYL ISENHOWER
COUNTY COURT JUDGE

Electronic Service:

Louis Atilano <bqlaw@juno.com>, <730bqlaw@gmail.com>

Roy T Mildner <rmildner@floridalegal.com>, <rtmsec@floridalegal.com>,
<receptionist@floridalegal.com>

EXHIBIT C

Comp. 116-100

CITATION

City of Port St Lucie

CITATION#

31830

CERTIFIED MAIL#

7018 1830 0000 7931 8042

This Citation is issued pursuant to City of Port St. Lucie Ordinance 150.530 and State of Florida Statute 489.127/531. THE ACT FOR WHICH THIS CITATION IS ISSUED SHALL CEASE IMMEDIATELY UPON RECEIPT OF THE CITATION.

The undersigned Licensing Investigator has just cause to believe that a violation of the Port St. Lucie Code Section 150.530 and Florida Statute 489.127/531 has occurred:

- Falsely hold himself/herself or a business organization out as a licensee, certificate holder, or registrant or holder of a certificate of competency issued by the board;
- Falsely impersonate a certificate holder or registrant or holder of a certificate of competency issued by the board;
- Present as his/her own the certificate, registration, or certificate of competency of another;
- Give false or forged evidence to the Board or a member thereof for the purpose of obtaining a certificate of competency;
- Use or attempt to use a certificate, registration, or certificate of competency which has been suspended or revoked.
- X Engage in the business or act in the capacity of a contractor or advertise himself/herself or a business organization as available to engage in the business or act in the capacity of a contractor without being duly registered or certified or the holder of a certificate of competency;
- Operate a business organization engaged in contracting after 60 days following the termination of its only qualifying agent without designating another primary qualifying agent;
- Commence or perform work for which a building permit is required per Part IV of Chapter 553 without such building permits being in effect;
- Willfully or deliberately disregard or violate any municipal ordinance relating to uncertified or unregistered contractor;
- Act in the capacity of a contractor different from the scope of work for which the contractor is certified to perform;
- Failed to secure required inspections;
- Willfully or deliberately obtaining or attempting to obtain a permit for an entity unregistered or unlicensed;
- X Practice contracting unless the person is certified or registered (ELECTRICAL)
- Use the name or title "electrical contractor" or "alarm system contractor" or words to that effect, or advertise himself or herself or a business organization as available to practice electrical or alarm system contracting, when the person is not then the holder of a valid certification or registration issued pursuant to this part.

and has been observed on 12/30/2024 at the Location of 4282 SW EARNEST ST

DESCRIPTION OF WORK PERFORMED:

CONTRACTING AND PERFORMING ELECTRICAL

ISSUED TO JONATHAN

PONCE TORRES

	First	Middle	Last
BUSINESS NAME	JON PONCE ELECTRIC LLC		
STREET	996 SW MCELROY AVE		
CITY	PORT SAINT LUCIE	STATE	FL
ZIP	34953	PHONE#	(772) 475-4763
DL#	FL	DOB	
		CERT/REG#	

ADDITIONAL CITATIONS MAY BE ISSUED FOR EACH DAY THE VIOLATION EXISTS A

PENALTIES:

NON-STRUCTURAL OR NON-MECHANICAL:

1st OFFENSE	\$500.00
2nd OFFENSE	\$1,000.00
3rd OFFENSE	\$1,500.00

PENALTIES:

STRUCTURAL OR MECHANICAL:

1st OFFENSE	\$1,000.00
2nd OFFENSE	\$2,000.00
3rd OFFENSE	Pursuant to Florida Statute 489.127(2)(b)

The Violator may either: (1) PAY the civil penalty defined herein upon receipt of the citation at: City of Port St. Lucie, Building B, Contractor Licensing, 121 SW Port St. Lucie Blvd. 34984 Monday – Friday 8:00 a.m. – 4:30 p.m. (payment must be in cash, credit card, or certified funds and payable to the City of Port St. Lucie).

OR

(2) Request an administrative hearing within 10 days of receipt to contest the citation. Failure to either pay the citation or request a hearing within the time period set forth, shall be deemed to be a waiver of the right to contest the citation and additional penalties may be imposed. Subsequent violations may result in fines not to exceed the maximum as set forth by state statutes.

I REQUEST AN ADMINISTRATIVE HEARING within 10 days (sign here)

FURTHERMORE, I UNDERSTAND ANY PERSON WHO WILLFULLY REFUSES TO SIGN AND ACCEPT A CITATION ISSUED BY A LICENSING INVESTIGATOR COMMITS A MISDEMEANOR OF THE SECOND DEGREE, PUNISHABLE AS PROVIDED IN s.775.082 or s.775.083.

Violator's Signature

Date Received

JAMES LAPONZA

12/30/2024
Date of Citation

Revised 08/27/2019

EXHIBIT D

Sec. 150.530. - Unlicensed contractors; prohibitions; penalties and enforcement.

(a) It shall be unlawful for any person to:

- (1) Falsely hold himself or a business organization out as a licensee, certificate holder, registrant or holder of a certificate of competency issued by the board;
- (2) Falsely impersonate a certificate holder or registrant or the holder of a certificate of competency issued by the board;
- (3) Present as his own the certificate, registration, or certificate of competency of another;
- (4) Give false or forged evidence to the board or member thereof for the purpose of obtaining a certificate of competency;
- (5) Use or attempt to use a certificate, registration or certificate of competency which has been suspended or revoked;
- (6) Engage in the business or act in the capacity of a contractor or advertise himself or herself or a business organization as available to engage in the business or act in the capacity of a contractor without being duly registered, certified or the holder of a certificate of competency;
- (7) Operate a business organization engaged in contracting after sixty (60) days following the termination of its only qualifying agent without designating another primary qualifying agent;
- (8) Commence or perform work for which a building permit is required pursuant to this chapter without such building permits being in effect;
- (9) Willfully or deliberately disregard or violate any city or county ordinance relating to uncertified or unregistered contractor;
- (10) Act in the capacity of a contractor different from the scope of work for which the contractor is certified to perform; or
- (11) Fail to secure required inspections.
- (12) Willfully and deliberately obtaining or attempting to obtain a permit for an entity unregistered or unlicensed.

(b) The building official, assistant building official, building inspectors and licensing investigators of the city building department are hereby designated, authorized and charged with enforcement responsibilities to enforce the provisions of Sections 489.127(1) and 489.132(1), Florida Statutes, and Chapter 150 of this Code against persons who engage in activities for which a city certificate of competency is required.

- (1) The enforcement authorities designated herein may issue a citation, as provided herein, for any violation of Sections 489.127(1) and 489.132(1), Florida Statutes and Chapter 150 of this Code, whenever, based upon personal investigation, the enforcement officer has reasonable and probable grounds to believe that such a violation has occurred.

- (2) The citation issued by an enforcement officer pursuant to this section shall be in the form prescribed by the city council, which form shall state:
 - a. The time and date of issuance.
 - b. The name and address of the person to whom the citation is issued.
 - c. The time and date of the violation.
 - d. A brief description of the violation and the facts constituting reasonable cause.
 - e. The name of the enforcement officer.
 - f. The procedure for the person to follow in order to pay a civil penalty or to contest the citation.
 - g. The applicable civil penalty if the person elects not to contest the citation.
- (c) The maximum civil penalty which may be levied pursuant to any citation shall not exceed Two thousand dollars (\$2,000.00). The monies collected pursuant to this section shall be retained by the city and shall be set aside in a specific fund to support future enforcement activities against unlicensed contractors.
- (d)
 - (1) The act for which a citation is issued shall cease upon the receipt of the citation.
 - (2) The person charged with the violation shall pay the civil penalty in the manner indicated on the citation or, within ten (10) days of receipt of the citation, exclusive of weekends and legal holidays, request, in writing to the city's contractor licensing office, an administrative hearing before the city construction board of appeals to appeal the issuance of the citation by the enforcement officer.
 - (3) Failure of the violator to appeal the decision of the enforcement officer within the time period set forth herein shall constitute a waiver of the violator's right of an administrative hearing. A waiver of the right to an administrative hearing shall be deemed an admission of the violation and penalties may be imposed accordingly.
 - (4) Each day a willful, knowing violation continues shall constitute a separate offense under the provisions of this section.
 - (5) If the violator has not contested the citation or paid the civil penalty within the time frame allowed on the citation, the construction board of appeals shall enter an order that the violator pay the civil penalty set forth on the citation. A hearing shall not be necessary for the issuance of such order.
 - (6)
 - a. If the person charged with the violation has, within the time frame allowed, requested an administrative hearing before the construction board of appeals to appeal the issuance of the citation by the enforcement officer, the construction board of appeals shall conduct a hearing to determine the validity of the citation and, if it finds the violation exists, determine the appropriate civil penalty.

- b. If the person charged with the violation fails to pay the civil penalty as set forth on the citation, the enforcement officer may request a hearing before the construction board of appeals and, after notice to the violator, the construction board of appeals shall conduct a hearing to determine the validity of the citation and, if it finds that violation exists, determine the appropriate civil penalty.
- (7) If the construction board of appeals finds that a violation exists the board may order the violator to pay a civil penalty of not less than the amount set forth on the citation but not more than two thousand dollars (\$2,000) per day for each violation. In determining the amount of the penalty, the construction board of appeals shall consider the following factors.
- a. The gravity of the violation.
 - b. Any action taken by the violator to correct the violation.
 - c. Any previous violations created by the violator.
- (8) If the person or its designated representative shows that the citation is invalid or that the violation has been corrected prior to appearing before the construction board of appeals, the board may dismiss the citation unless the violation is irreparable or irreversible.
- (9) A certified copy of an order imposing a civil penalty against an unlicensed contractor may be recorded in the public records and thereafter shall constitute a lien against any real or personal property owned by the violator. Upon petition to the circuit court, such order may be enforced in the same manner as a court judgment by the sheriffs of this state including a levy against personal property; however, such order shall not be deemed to be a court judgment except for enforcement purposes. After three (3) months from the filing of any such lien which remains unpaid, the construction board of appeals may authorize the foreclosure on the lien. No lien created pursuant to the provisions of this section may be foreclosed on real property, which is a homestead under Section 4, Article X of the State Constitution. No lien provided under this chapter shall continue for a period longer than 20 years after the certified copy of an order imposing a fine has been recorded, unless, within that time an action to foreclose on the lien is commenced in a court of competent jurisdiction. In an action to foreclose on a lien or a money judgment, the prevailing party is entitled to recover all costs, including reasonable attorney fees. The continuation of the lien affected by the commencement of the action shall not be good against creditors or subsequent purchasers of valuable consideration without notice, unless a notice of lis pendens is recorded. The City Council shall be entitled to collect all costs incurred in recording and satisfying a valid lien.
- (10) An aggrieved party, including the city, may appeal a final administrative order of the construction board of appeals to the circuit court. Such an appeal shall not be a hearing de novo but shall be limited to appellate review of the record created before the construction

board of appeals. An appeal shall be filed within thirty (30) days of the execution of the order appealed.

- (11) All notices required by this section shall be provided to the alleged violator by regular mail as described in section 150.514(4); by hand-delivery by the sheriff or other law enforcement officer or enforcement officer; by leaving the notice at the violator's usual place of residence with some person of his family above fifteen (15) years of age and informing such person of the contents of the notice; by posting the notice at the violator's usual place of residence, no fewer than ten (10) days before any hearing; or by including a hearing date within the citation.
- (12) Any person who willfully refuses to sign and accept a citation issued by an enforcement officer commits a misdemeanor of the second degree punishable as provided by Sections 775.082 or 775.083, Florida Statutes.
- (13) If the Violator elects to actively pursue the process of obtaining his or her own certificate of competency within two months of receiving a citation, the violator will be entitled to a one hundred fifty-dollar (\$150.00) refund of the paid citation fee upon issuance of the certificate of competency.
- (e) Nothing contained herein shall prohibit the city from enforcing its codes or ordinances by any other means.
- (f) (1) The schedule of penalties to be assessed by the enforcement officer when issuing a citation shall be as follows:

Penalties Non-Structural or Non-Mechanical		Penalties Structural or Mechanical	
First Offense	\$500.00	First Offense	\$1,000.00
Second Offense	\$1,000.00	Second Offense	\$2,000.00
Third Offense	\$1,500.00	Third Offense	Pursuant to Florida Statute 489.127(2)(b)

EXHIBIT E

Select Year: 2024 ▼

The 2024 Florida Statutes (including 2025 Special Session C)

Title XXXII

Chapter 489

[View Entire Chapter](#)

REGULATION OF PROFESSIONS AND OCCUPATIONS

CONTRACTING

489.127 Prohibitions; penalties.—

- (1) No person shall:
 - (a) Falsely hold himself or herself or a business organization out as a licensee, certificateholder, or registrant;
 - (b) Falsely impersonate a certificateholder or registrant;
 - (c) Present as his or her own the certificate or registration of another;
 - (d) Knowingly give false or forged evidence to the board or a member thereof;
 - (e) Use or attempt to use a certificate or registration that has been suspended or revoked;
 - (f) Engage in the business or act in the capacity of a contractor or advertise himself or herself or a business organization as available to engage in the business or act in the capacity of a contractor without being duly registered or certified;
 - (g) Operate a business organization engaged in contracting after 60 days following the termination of its only qualifying agent without designating another primary qualifying agent, except as provided in ss. [489.119](#) and [489.1195](#);
 - (h) Commence or perform work for which a building permit is required pursuant to part IV of chapter 553 without such building permit being in effect; or
 - (i) Willfully or deliberately disregard or violate any municipal or county ordinance relating to uncertified or unregistered contractors.

For purposes of this subsection, a person or business organization operating on an inactive or suspended certificate or registration is not duly certified or registered and is considered unlicensed. A business tax receipt issued under the authority of chapter 205 is not a license for purposes of this part.

- (2)(a) Any unlicensed person who violates any of the provisions of subsection (1) commits a misdemeanor of the first degree, punishable as provided in s. [775.082](#) or s. [775.083](#).
- (b) Any unlicensed person who commits a violation of subsection (1) after having been previously found guilty of such violation commits a felony of the third degree, punishable as provided in s. [775.082](#) or s. [775.083](#).
- (c) Any unlicensed person who commits a violation of subsection (1) during the existence of a state of emergency declared by executive order of the Governor commits a felony of the third degree, punishable as provided in s. [775.082](#) or s. [775.083](#).
- (d) Any person who operates as a pollutant storage systems contractor, precision tank tester, or internal pollutant storage tank lining applicator in violation of subsection (1) commits a felony of the third degree, punishable as provided in s. [775.082](#) or s. [775.083](#).

The remedies set forth in this subsection are not exclusive and may be imposed in addition to the remedies set forth in s. [489.129\(2\)](#).

- (3) The department may issue a stop-work order for all unlicensed work on a project upon finding probable cause to believe that construction work which requires certification or registration is being performed without a current, valid certificate or registration. Stop-work orders may be enforced using any cease and desist or other related action by the department as set forth in s. [455.228](#).

(4)(a) A certified or registered contractor, or contractor authorized by a local construction regulation board to do contracting, may not enter into an agreement, oral or written, whereby his or her certification number or registration number is used, or to be used, by a person who is not certified or registered as provided for in this chapter, or used, or to be used, by a business organization that is not duly qualified as provided for in this chapter to engage in the business, or act in the capacity, of a contractor.

(b) A certified or registered contractor, or contractor authorized by a local construction regulation board to do contracting, may not knowingly allow his or her certification number or registration number to be used by a person who is not certified or registered as provided for in this chapter, or used by a business organization that is not qualified as provided for in this chapter to engage in the business, or act in the capacity of, a contractor.

(c) A certified or registered contractor, or contractor authorized by a local construction regulation board to do contracting, may not apply for or obtain a building permit for construction work unless the certified or registered contractor, or contractor authorized by a local construction regulation board to do contracting, or business organization duly qualified by said contractor, has entered into a contract to make improvements to, or perform the contracting at, the real property specified in the application or permit. This paragraph does not prohibit a contractor from applying for or obtaining a building permit to allow the contractor to perform work for another person without compensation or to perform work on property that is owned by the contractor.

(d)1. A person who violates this subsection commits a misdemeanor of the first degree, punishable as provided in s. 775.082 or s. 775.083.

2. A person who violates this subsection after having been previously found guilty of such violation commits a felony of the third degree, punishable as provided in s. 775.082 or s. 775.083.

(5) Each county or municipality may, at its option, designate one or more of its code enforcement officers, as defined in chapter 162, to enforce, as set out in this subsection, the provisions of subsection (1) and s. 489.132(1) against persons who engage in activity for which a county or municipal certificate of competency or license or state certification or registration is required.

(a) A code enforcement officer designated pursuant to this subsection may issue a citation for any violation of subsection (1) or s. 489.132(1) whenever, based upon personal investigation, the code enforcement officer has reasonable and probable grounds to believe that such a violation has occurred.

(b) A citation issued by a code enforcement officer shall be in a form prescribed by the local governing body of the county or municipality and shall state:

1. The time and date of issuance.
2. The name and address of the person to whom the citation is issued.
3. The time and date of the violation.
4. A brief description of the violation and the facts constituting reasonable cause.
5. The name of the code enforcement officer.
6. The procedure for the person to follow in order to pay the civil penalty or to contest the citation.
7. The applicable civil penalty if the person elects not to contest the citation.

(c) The local governing body of the county or municipality may enforce codes and ordinances against unlicensed contractors under the provisions of this subsection and may enact an ordinance establishing procedures for implementing this subsection, including a schedule of penalties to be assessed by the code enforcement officer. The maximum civil penalty which may be levied may not exceed \$2,000. Moneys collected pursuant to this subsection shall be retained locally, as provided for by local ordinance, and may be set aside in a specific fund to support future enforcement activities against unlicensed contractors.

(d) The act for which the citation is issued shall be ceased upon receipt of the citation; and the person charged with the violation shall elect either to correct the violation and pay the civil penalty in the manner indicated on the citation or, within 10 days of receipt of the citation, exclusive of weekends and legal holidays, request an administrative hearing before the enforcement or licensing board or designated special magistrate to appeal the issuance of the citation by the code enforcement officer.

1. Hearings shall be held before an enforcement or licensing board or designated special magistrate as established by s. 162.03(2), and such hearings shall be conducted pursuant to the requirements of ss. 162.07 and

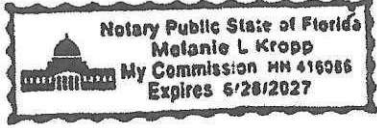
EXHIBIT F



City of Port St. Lucie Building Department
121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984
Ph: 772-871-5132 Website: www.CityofPSL.com/Building

Contractor Removal from Permit

PERMIT #2356778

PROPERTY ADDRESS: 4282 SE Earnest Street Port Saint Lucie FL 34953				
LEGAL DESCRIPTION:	SECTION 33	BLOCK 2176	LOT 28	Parcel ID# 3420-660-0145-000-5
OWNER INFORMATION:				
OWNER NAME Louis Atilano			PHONE# 9179224912	
MAILING ADDRESS 1801 SW Davis Street Port Saint Lucie FL 34953				
EMAIL ADDRESS bxlaw@juno.com				
CONTRACTOR INFORMATION				
CONTRACTOR NAME R Thompson Electric LLC		QUALIFIER'S NAME Robert Thompson		
MAILING ADDRESS 439 SE Cork Road Port Saint Lucie FL 34984			PHONE # 7722031756	
EMAIL ADDRESS bxlaw@juno.com		PSL COMP # STATE LIC. # EC13007306		
Please provide a brief explanation for the request to be removed from the permit: Non Payment.				
I, <u>Robert Thompson</u> the qualifier of <u>R Thompson Electric LLC</u> , am hereby requesting to be removed as the Contractor of Record from the above-referenced permit. I hereby indemnify and hold harmless the City of Port St. Lucie, its officers, agents, and employees (including but not limited to Building Official(s), from all costs, fees, or damages arising from any and all claims of action for any reason, which may arise from this contractor removal request. I also attest that it is my sole responsibility to officially inform the owner of the property that I am no longer the contractor of records of the above reference permit.				
<u>[Signature]</u> Contractor Signature		<u>6/21/2024</u> Date		
<u>Robert Thompson</u> Print		 [NOTARIAL SEAL]		
<u>Melanie L. Kropp</u> NOTARY PUBLIC, State of Florida				
STATE OF FLORIDA COUNTY OF <u>St. Lucie</u>				
The foregoing instrument was acknowledged before me by means of <input checked="" type="checkbox"/> physical presence or <input type="checkbox"/> online notarization this <u>21st</u> day of <u>June</u> , 20 <u>24</u> , by <u>Robert Thompson</u> who is personally known to me or has produced <u>DL</u> as identification.				
For office use only: Processed by _____ Date: _____				

7/27/2020 (Updated 04/05/22 BG)

EXHIBIT G



From: "Inspections@cityofpsl.com" <Inspections@cityofpsl.com>

To: bxlaw@juno.com

Sent: Fri, Jun 21, 2024 11:27 AM

Subject: Inspection Results

Attachment (2KB)

The FINL Inspection for Permit #: 2356778 at 4282 SW EARNEST ST has Failed.

Comments: Not ready, not per plan 1. GFCI protection all exterior receptacles 2. MOCB for condensing unit requires 50 amp but 30 amp installed. 3. Seal penetrations at water heater. 4. Seal penetrations at AHU closet. 5. GFCI protection all kitchen small appliance receptacles. 6. GFCI protection dishwasher and disposal. 7. GFCI protection all bathrooms 8. GFCI protection at jacuzzi tub 9. Right master lav need AAV installed. 10. Switched receptacles in all bedrooms not wired to switches. 11. Revise Manual J, AHU does not match.

If you would like to schedule an inspection or see the status of permits please visit our website at <https://pandapublicweb.cityofpsl.com> . If you have a re-inspection fee to pay, you can pay reinspection fees online at <https://pandapublicweb.cityofpsl.com/Bldg/InspPay.aspx> For all other inquiries please contact buildingadmin@cityofpsl.com

Code Ref.

FBC 110.5
FBC 107.4

IN THE COUNTY COURT OF THE NINETEENTH JUDICIAL CIRCUIT
IN AND FOR SAINT LUCIE COUNTY, FLORIDA

LOUIS ATILANO
Plaintiff / Counter-Defendant,

CASE NO. **2024SC003451**

vs.

JON PONCE ELECTRIC LLC,
Defendant / Counter-Plaintiff

R THOMPSON ELECTRIC LLC
Defendant.

_____/

FINAL JUDGMENT

THIS CAUSE having come before the Court for trial on January 9, 2025, and February 20, 2025, on the above style case and the Court considering the testimony, exhibits, submitted authority, and the arguments of the parties, finds:

As to the Original Claim:

1. That Plaintiff failed to prove a breach of contract. The testimony revealed that Plaintiff fired Jon Ponce Electric LLC before allowing the business to complete the work. Further, there was no evidence of a contract of any kind between Plaintiff and R. Thompson Electric LLC.
2. That because Plaintiff failed to meet his burden of proof, the Court finds for Defendants. Plaintiff shall take nothing.

As to the Counterclaim, the Court finds the following:

1. That Counter-Plaintiff proved that Counter-Defendant breached the contract by firing the business before allowing the business to fully perform the contract and by failing to pay per the contract.
2. That Counter-Plaintiff proved \$3,450.00 in damages.

3. That Counter-Plaintiff incurred \$295.00 in court costs.

Consequently, it is

ORDERED AND ADJUDGED

1. The Defendant/Counter-Plaintiff, JON PONCE ELECTRIC LLC shall recover from the Plaintiff/Counter-Defendant, LOUIS ATILANO the sum of \$3,450.00 on principal, with costs of \$295.00, for a total of \$3,745.00 for which let execution issue.
2. The Judgment shall bear interest at the rate set by Florida Statute
3. Plaintiff/Counter-Defendant, LOUIS ATILANO shall complete the attached Fact Information Sheet and return the Fact Information Sheet and all required attachments to the attorney for Defendant/Counter-Plaintiff within 45 days of this order unless the Judgment is satisfied or a notice of appeal is filed. Plaintiff/Counter-Defendant should **NOT** file the Fact Information Sheet with the Court.

DONE AND ORDERED in Port St. Lucie, Florida,



eSigned by ISENHOWER, DARYL in 2024SC003451
on 03/05/2025 10:53:33 roCFzDPN

DARYL ISENHOWER
COUNTY COURT JUDGE

Electronic Service:

Louis Atilano <bxlaw@juno.com>, <730bxlaw@gmail.com>
Roy T Mildner <rmildner@floridalegal.com>, <rtmsec@floridalegal.com>,
<receptionist@floridalegal.com>

In the County Court of the Nineteenth Judicial
Circuit, in and for St. Lucie County, Florida

STATEMENT OF CLAIM

Case No: 562024SC003451AXXXHC
Judge Daryl Isenhower

The Plaintiff:
Louis Atilano
Plaintiff's Address:
4282 SW Earnest Street
Port St. Lucie, FL 34953
Tel: 917 922-4912

{SUES}

The Defendants:
Jon Ponce Electric LLC
Defendant's Address:
5655 NW Krin Ct.
Port St. Lucie, FL 34986
Tel: 772 475-4763

R Thompson Electric LLC
Defendant's Address:
439 SE Cork Road
Port St' Lucie, FL 34984
Tel: 772 203-1756

Plaintiff, LOUIS ATILANO, sues defendants JON PONCE ELECTRIC LLC and R THOMPSON ELECTRIC LLC, and alleges: there is now due, owing, and unpaid from defendants to plaintiff the sum of \$ 8,000.00 with interest since June 21, 2024, for Breach of Contract, costs due to electrical items of labor improperly or not performed, the cost of materials and labor necessary to comply with the City of Port St. Lucie Building's Department Code and punitive damages.

WHEREFORE, plaintiff demands judgment for damages jointly and severally liable against defendants.

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The undersigned, being by me first duly sworn, says that he is the above named Plaintiff, that the foregoing is a just and true statement of the amount owing by the above named defendants to said Plaintiff.

Presented FL ID- A#5-500-50-270-1

Louis Atilano

Subscribed and sworn to before me this 24th day of July 2024.

MICHELLE R. MILLER, Clerk of the Circuit Court and Comptroller



By: [Signature]
Deputy Clerk

IN THE CIRCUIT/COUNTY COURT OF THE NINETEENTH JUDICIAL CIRCUIT
IN AND FOR ST LUCIE COUNTY, FLORIDA

LOUIS ATILANO

CASE: 562024SC003451AXXXHC

Plaintiff,

vs.

JON PONCE ELECTRIC LLC AND R
THOMPSON ELECTRIC LLC

Defendant

SUMMONS/NOTICE TO APPEAR FOR PRETRIAL CONFERENCE

STATE OF FLORIDA - NOTICE TO

JON PONCE ELECTRIC LLC

5655 NW KRIN CT

PORT SAINT LUCIE, FL 34986

YOU ARE HEREBY NOTIFIED that you are required to appear in person or by attorney at the St. Lucie County - South County Annex, located at 250 NW Country Club Drive, Port St Lucie, FL 34986 on October 14 2024 at 08:30 AM, for a PRETRIAL CONFERENCE before this court.

**IMPORTANT - READ CAREFULLY THE CASE WILL NOT BE TRIED AT THAT TIME DO
NOT BRING WITNESSES - APPEAR IN PERSON OR BY ATTORNEY**

The defendant(s) must appear in court on the date specified in order to avoid a default judgment. The plaintiff(s) must appear to avoid having the case dismissed for lack of prosecution. A written MOTION or ANSWER to the court by the plaintiff(s) or the defendant(s) shall not excuse the personal appearance of a party or its attorney in the PRETRIAL CONFERENCE. The date and time of the pretrial conference CANNOT be rescheduled without good cause and prior court approval.

Any business entity recognized under Florida law may be represented at any stage of the trial court proceedings by any principal of the business entity who has legal authority to bind the business entity or any employee authorized in writing by a principal of the business entity. A principal is defined as being an officer, member, managing member, or partner of the business entity. Written authorization must be brought to the Pretrial Conference.

The purpose of the pretrial conference is to record your appearance, to determine if you admit all or part of the claim, to enable the court to determine the nature of the case, and to set the case for trial if the case cannot be resolved at the pretrial conference. You or your attorney should be prepared to confer with the court and to explain briefly the nature of your dispute, state what efforts have been made to settle the dispute, exhibit and documents necessary to prove the case, state the names and addresses or your witnesses, stipulate to the facts that will require no proof and will expedite the trial, and estimate how long it will take to try the case.

Mediation may take place during the time scheduled for pretrial conference. Whoever appears for a party must have full authority to settle. Failure to have full authority to settle at this pretrial conference may result in the imposition of costs and attorneys' fees incurred by the opposing party.

If you admit the claim, but desire additional time to pay, you must come and state the circumstances. The court may or may not approve a payment plan and may withhold judgment or execution or levy.

RIGHT TO VENUE. The law gives the person or company who has sued you the right to file in any one of several places as listed below. However, if you have been sued in any place other than one of these places, you, as the defendant(s), have the right to request that the case be moved to a proper location or venue. A proper location or venue may be one of the following: (1) where the contract was entered into; (2) if the suit is on an unsecured promissory note, where the note is signed or where the maker resides; (3) if the suit is to recover property or to foreclose a lien, where the property is located; (4) where the event giving rise to the suit occurred; (5) where any one or more of the defendants sued reside; (6) any location agreed to in a contract; (7) in an action for money due, if there is no agreement as to where suit may be filed, where payment is to be made.

If you, as the defendant(s), believe the plaintiff(s) has/have not sued in one of these correct places, you must appear on your court date and orally request a transfer, or you must file a WRITTEN request for transfer in affidavit form (sworn to under oath) with the court 7 days prior to your first court date and send a copy to the plaintiff(s) or plaintiff's(s') attorney, if any. A copy of the statement of claim shall be served with this summons.

Issued on July 24, 2024.



Michelle R. Miller
CLERK OF CIRCUIT COURT & COMPTROLLER
St. Lucie County, Florida

BY:

Deputy Clerk

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact Court Administration, 250 NW Country Club Drive, Suite 217, Port St. Lucie, FL 34986, (772) 807-4370 at least 7 days before your scheduled court appearance, or immediately upon receiving this notification if the time before the scheduled appearance is less than 7 days; if you are hearing or voice impaired, call 711.

RETURN OF SERVICE

RECEIPT NUMBER: 0001772-24

Date: 07/24/2024

PERSON TO BE SERVED:

JON PONCE ELECTRIC LLC
5655 NW KRIN CT
PORT ST LUCIE

PLAINTIFF: LOUIS ATILANO

-VS-

DEFENDANT: JON PONCE ELECTRIC LLC AND R THOMPSON ELECTRIC LLC

TYPE OF WRIT: SUMMONS/STATEMENT OF CLAIM/NTC APPEAR FOR PRETRIAL
CONFERENCE

COURT: COUNTY/ST LUCIE
CASE #: 24-SC3451

COURT DATE: 10/14/2024
COURT TIME: 08:30

Received the above-named writ on July 24, 2024, at 14:55, and served the same on July 25,
2024 at 11:35, in ST. LUCIE County, Florida, as follows:

OTHER

BY SERVING KAYLA PONCE TORRES, WIFE TO RA/ ADDRESS IS TO A RESIDENCE.

SERVICE COST: 40.00
CACERESS, CIVIL CLERK

KEITH PEARSON, SHERIFF
ST. LUCIE COUNTY, FLORIDA

MAIL TO:

BY: 
J LECKENBUSCH ID-961 D/S

LOUIS ATILANO
4282 SW EARNEST ST
PORT SAINT LUCIE, FL34953

IN THE COUNTY COURT OF THE NINETEENTH JUDICIAL CIRCUIT
IN AND FOR ST. LUCIE COUNTY, FLORIDA

LOUIS ATILANO,
Plaintiff,

Case No. 562024SC003451

vs.

JON PONCE ELECTRIC LLC AND
R THOMPSON ELECTRIC LLC,
Defendants.

_____ /

STIPULATED AGREEMENT TO VACATE FINAL JUDGMENT
AND MUTUAL GENERAL RELEASE

COMES NOW, the parties Louis Atilano, Pro Se and Jon Ponce Electric LLC and R Thompson Electric LLC, by and through their undersigned counsel do hereby enter into this stipulated agreement and agree as follows:

WITNESSETH:

WHEREAS, the Final Judgment was entered against Louis Atilano on March 5, 2025;
and

WHEREAS, Louis Atilano filed an appeal of that Final Judgment; and


WHEREAS, the parties wish to enter into this agreement to resolve all matters pending between the parties to avoid the continued cost and expenses of continued litigation.

NOW THEREFORE, in consideration of the mutual covenants contained herein, receipt and sufficiency of which is hereby acknowledged, Plaintiff and Defendants agree as follows:

1. The parties agree that the Court should enter an Order vacating the Final Judgment entered against Louis Atilano in this cause.
2. That Louis Atilano will notify the DBPR and the City of Port St. Lucie that he has resolved all of the issues in his complaints and that he does not want to proceed any further with the complaints. Additionally, he will not proceed with the appeal filed in case number 4D2025-1610.
3. The Parties acknowledge and agree that this Settlement Agreement is intended to resolve fully and finally any and all disputes between them. In consideration of the promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, on behalf of themselves and their heirs, executors, administrators, agents, successors, and assigns, hereby fully and forever waive, release, and discharges the other and their respective past and present officers, directors, employees, agents, affiliates, subsidiaries, insurers, predecessors, successors, and assigns from any and all claims, demands, causes of action, suits, debts, damages, liabilities, obligations, costs, expenses, and losses of any kind whatsoever, whether known or unknown, suspected or unsuspected, fixed or contingent, in law or equity, which they have or may have against the other arising out of or relating to any matter, event, or transaction occurring on or before the date of this Agreement. This release includes, without limitation, any claims that were or could have been asserted in any forum, including but not limited to claims raised in St. Lucie County Court Case No. 562024SC003451.

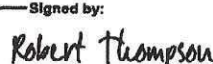
4. That neither party shall make any disparaging comments or statements against the other party with regard to all interactions between the parties.
5. Should any party seek enforcement of this Stipulated Agreement, the prevailing party shall be entitled to recover their attorney's fees and costs associated with the enforcement action, at trial and on appeal.
6. That the parties hereby agree that the case can be dismissed with prejudice with each party bearing their own attorney's fees and court costs as to any and all issues that have been raised or could have been raised which shall be released as indicated in Paragraph 3 in the mutual general release.

Dated June 12, 2025

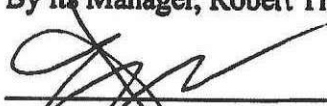


Louis Atilano
Signed by:

85CC12B8F924EC...
Jon Ponce Electric LLC
by its President, Jonathan Ponce

Signed by:


Robert Thompson
160D9A1832B41D...
R Thompson Electric LLC
By its Manager, Robert Thompson



Roy T. Mildner, Esq.
Fla. Bar No. 559148