CITATION

City of Port St Lucie

Convollance date: 7/23/25 2BA Hearing date: 10/9/25

CITATION#

32162

CERTIFIED MAIL#

9589 0710 5270 1698 9518 93

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 as 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 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

and has been observed on 6/6/2025 at at the Location of 2471 SW WEBSTER LN

certification or registration issued pursuant to this part.

DESCRIPTION OF WORK PERFORMED:

CONTRACTED ROOFING

ISSUED TO		MAILTON						MOURA	
			First				Middle		Last
BUSIN	ESS NAME	M2 CONST	TRUCTION U	SA LLC		STREET	15 SHERRY	Y ST	
CITY	SOUTHIN	GTON	STATE	CT	ZIP	06489	PHONE#	(786) 720-7337	
DL#				DOB			CERT/REC	G#	

business organization as available to practice electrical or alarm system contracting, when the person is not then the holder of a valid

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

NON-STRUCTURAL OR NON-MECHANICAL:

STRUCTURAL OR MECHANICAL:

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

3rd OFFENSE 3rd OFFENSE Pursuant to Florida Statute 489.127(2)(b) \$1,500.00

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 maybe 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.

MES LAPONZA

Violator's Signature

Date Received

Date of Citation

Revised 08/27/2019



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



"It Starts with a Good Foundation"

UNIFORM COMPLAINT FORM

Date Received: 06/06/2025
Complainant's Name: Byron Zamora.
Address: 2471 S.w webster Lane. Port St. Lucie FL 34953
Email: Zamoraheavyhitterseyahoo.com Phone #: 772-607-1982
SUBJECT OF COMPLAINT
Contractor/Company Name: M2 Construction USA LLC/Flaming Roofing and con
Address: 17800 BALI BLUD 13 Winter Gerden FL 34787
Occupation: General Contractor License #: L25000023197
Phone #: 786-720-7337/321446 6282 Mailton Moura Fleming Roofing and Construction
Was a permit obtained for the work performed? Tes Yes No Permit Number:
Have you contacted an attorney? Yes No
How did you hear of the above-named person or company? Telephone Newspaper Other FACEBOOK
Have you contacted the contractor concerning your complaint? ✓ Yes ☐ No
(If yes, please indicate the date(s) $\frac{\sqrt{5}/12/25-\frac{35}{3}\sqrt{2506/02/25}-\frac{06/06/25}{3}$
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. <u>Attach copies of contracts, invoices, checks submitted and correspondence:</u>

on April 24,2025 Javlin Gonzalez Portivlo representative of M2 Constructs	a
Usa Lic Came to my house Selling me a roof replacement ha claimed to be a	
1006 Contractor, he inspected my roof and on May 06, 2025, wo signed a	
Contract and I gave M2 Construction a Doposit of # 10,000 they said they wi	U
Startmy roos the bollowing week May 12, after may 12 I've been calling and	
texting Jarlin Genzales and the owner Hailton Houra and they keep telline	او
next week, we will start. it's bean a month and my roof is not done and the work give me my \$10,000 deposit back.	ΛQ
I paid: \$ 10,000. Method of payment: Check Money Order Other Wire trans	
To: M2 Construction USA LLC (contractor's or company's name)	
T need my roof Replace or my money back.	
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. (Complainant's Signature) (Notary's Signature)	
JUANEISHA J. CROOMS	
STATE OF FLORIDA, County of [NOTARIAL SEAL] [NOTARIAL SEAL] Commission # HH 143801 Expires June 20, 2025 Bonded Thru Budget Notary Services	
STATE OF FLORIDA, County of [NOTARIAL SEAL] Expires June 20, 2025 Bonded Thru Budget Notary Services The foregoing instrument was acknowledged before me by means of physical presence or	
STATE OF FLORIDA, County of [NOTARIAL SEAL] Expires June 20, 2025 Bonded Thru Budget Notary Services	



OFFICIAL DEMAND LETTER REQUIREMENTS

Per Florida State Statute 489.126:

If the job meets one of the following criteria, the complainant must send the contractor a Demand Letter:

- More than 10% of the total cost of the job was issued to the contractor via a deposit and no permits were applied for within 30 days (if applicable), or
- No work has been started within 90 days after the permits were issued (if permits were required).

The Demand Letter must be mailed to:

- The address on the contract
 - In the absence of an address being listed on the contract, the letter must be sent to the address listed with the Department of Business and Professional Regulation (DBPR) or the local licensing construction industry licensing board.

The letter must request for the contractor to:

- Apply for necessary permits
- Start the work.
- Request a refund

The letter must be sent via certified mail. Keep the receipt and Domestic Return Receipt/Tracking Number for your records.

Isa Alvarez

From: David Fleming <flemingroofingandconstruction@gmail.com>

Sent: Wednesday, July 2, 2025 11:19 PM

To: James Laponza

Subject: Re: M2 CONSTRUCTION USA / FLEMING ROOFING COMPLAINT

Attachments: Blank Service Agreement and Authorization.pdf

In response to the complaint, I want to start by sharing my utmost and sincere apology for this avoidable situation. I have done hundreds of roofs in Florida and have never had such a complaint or anything happen like this.

I meant Mailton who is the owner of M2 Construction through a mutual friend in Connecticut who is a builder, in or around March of this year. He had discussed me adding a license or working with him to do his jobs, and I had explained to him that it is a somewhat lengthy process and that I would have to qualify his company. For the shorter term as he had said he has a lot of contacts and jobs as well as "sales reps "who want to work with him, and wants to work with me to get them done. I explained that the only way for this to happen was they would have to contract through my company Fleming Roofing And Construction, that they would have to use my contracts which I had sent to them, in payments and orders and everything would have to be done by our company and they can be listed as a representative for my company. He had mentioned adding his business name to my contracts, and I advised strictly against it due to it not being a qualified company to perform the roofing work, and that my contracts are written by an attorney who I have retained, so that there would be no issues or noncompliance per the state of Florida's Laws. I had in April given him copies of my contracts that I had and currently use so that his sales reps could use, however was imploring that they need to be trained and I need to know what potential customers they are meeting with two over see how they are obtaining measurements, how they are explaining the processes, etc. Mailton was asking for a very large percentage of job profits or gross sales, and from this point I could see that it wasn't going to be a great agreement or relationship. I had stressed with him several times over the course of April and May that the sales reps need training, and there are extremely strict processes that they need to follow, however I did not meet any potential sales reps, but was told that Jarlin was looking to get out and go to a potential lead to sign a contract with a homeowner. It was my intention that when he was going out I would be able to meet him, and begin training, I needed to oversee how he was obtaining roofing measurements, and what he was using to estimating pricing at, as allegedly he was working for another roofing company at the time. On May 14, an assistance from his company, Maria, whom I had given a sales rep position login to AccuLynx Field, had uploaded a copy of a notice of commencement as well as a picture of a partial contract, and in response had told her that that absolutely cannot be done, it needs to be signed with my contract, and asked why the price was so low (approximately \$420 per square, a price i would not agree to contract), and was told that that's where he thought he could estimate roofs at. Again I stress to Mailton the owner of M2, who primarily used his assistant for forms of communication, that the documents he uploaded did not constitute a valid contract nor is the file ready for the approval stage to be reviewed by production and begin permitting status, however at that time I began renewing my Contractor registration in St. Lucie County in preparation for corrections. At this point, Mailton was contacting me as well as Maria to ask why the permit has not been obtained yet and his urgency to take care of the customer and get the job scheduled, I again told him that I am not permitting this job until I have photos and proper documents which is on my standardized Sales Rep checklist for approval. This is when Milton had told me he got a deposit and he didn't know at the time, but the sales rep had collected a check made to M2 Construction because the rep didn't know any better but told me not to worry that I

would get my portion. At this point, I advised him to return the Check to the property owner, I will not be moving forward with this job, what he did is illegal and i had reminded him again that the homeowner needs to be contracted with me and funds need to go to me as I am his license contractor not M2 Construction. Within a few days of this conversation is when you had reached out to me to tell me that the homeowner has filed a complaint and you provided me with this information, much of which I have not seen before, most importantly including, a copy of the wire transfer that was made between the homeowner and M2 Construction. At this time, I had also reviewed the documents in this email, and it appears that my information was taken and copied onto what looks to be another roofing contractors agreement, with the name priority roofing in its terms and conditions. I have not received a call from the homeowner, Mr. Zamora, but that is probably because whomever provided my phone number made an error, it is 321-446-2082 and that is my direct cell that I can be reached at any time. I had absolutely no knowledge of this nor have ever or would ever allow this practice as a Florida licensed roofing contractor and will not be doing any further work nor have any further relationship with M2 Construction.

Attached is my blank copies of the contract we use regularly, and I am seeking legal advice such as a cease and desist to Hopefully prevent my information and forms to be fraudulently used in the future. I'm not sure there is anything particularly that I am able to do for the homeowner, I am willing to do anything I can to help rectify the situation, and at the very least I hope the homeowner was refunded by M2 Construction if this is what happened.

Personally I have heard a lot of stories and bad experiences in this industry, however I've never had a complaint, nor to this day any of my work for homeowners that leak or have any issues whatsoever with their roofs, I really strive to be the best contractor and to withhold a higher industry standard. I have been in construction and roofing my whole life, and it saddens me to hear anyone get taken advantage of and if there's anything I can do I am more than willing and open to assist.

If there is any way I can assist in your investigation, please don't hesitate to reach out. I'm sorry about my delayed response on this as my personal and work life has been a little bit chaotic and I have also been working on the west coast of Florida several days a week.

On Wed, Jun 18, 2025 at 12:12 PM David Fleming < flemingroofingandconstruction@gmail.com wrote: Will do, thank you. Just wanted to confirm receipt. I have not approved any nor seen most of the documents attached. It appears one is an agreement that has a company called Priority Roofing on it as well. I will follow up with a detailed response, including my blank contracts, and other pertaining documents, once I am at my desk. Thank you for contacting me.

On Wed, Jun 18, 2025 at 11:55 AM James Laponza < JLaponza@cityofpsl.com > wrote:

Good morning, David,

I appreciate your return call this morning in reference to M2 Construction USA.

I have attached a copy of the uniform complaint from the property owner along with some of the other documents provided by the property owner.

Please write back with a synopsis of your interaction and relationship with M2 Construction USA and any other information that you may have .
Respectfully,



(a. May come young the condition grounded about a deal of the

David Fleming CEO & Owner

Mobile <u>321.446.2082</u> Office <u>321.499.0953</u>





FLEMING Roofing and Construction Corp

Certified Roofing Contractor CCC # 1332861 580 Watson Drive Indialantic, FL 32903 321-499-0953

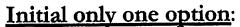
Phone # Not in Service

ROOF MITIGATION AND RECONSTRUCTION AGREEMENT

NOTICE OF SALES REPRESENTATION

M2 Construction USA LLC ("M2") is acting solely as a sales consultant and customer liaison for Fleming Roofing and Construction Corp ("Fleming"). M2 is not a licensed contractor in the State of Florida and does not perform, supervise, or manage any roofing or construction work. All construction services under this agreement will be provided exclusively by Fleming Roofing and Construction Corp, a Certified Roofing Contractor (License No. CCC1332861), located at 580 Watson Drive, Indialantic, FL 32903. M2 is assisting with the sales and administrative process only, on behalf of Fleming. The contractual relationship for all work performed remains solely between the customer and Fleming.

Having been made aware of damage to the roofing system of my
property, located at: 2471 Southwas Webstep Cone
Por St Ware, FL 34953 ("Damaged
Property"), I BYRON ZAMORA, the
Owner/Agent for the Damaged Property, enter this agreement with
FLEMING Roofing and Construction Corp, (the "Contractor"), to
perform all roof-related mitigation or reconstruction services needed to
repair or replace my Damaged Property, in accordance with the terms of
the Florida Building Code and Florida Law. I understand that I may elect
to pay for these repairs personally, or-at my sole discretion-I may elect
to contact my insurer to determine if the proposed repairs are covered
under my insurance policy.



I elect to pay for these repairs personally. (If selected, provisions marked with "*" are not a part of this agreement).

I elect to contact my Insurer to determine if the proposed repairs are covered under my insurance policy. Work to be completed, only upon Insurer approval.

SCOPE OF DAMAGES: Pursuant to Florida Statute section 489.147(2)(e), Contractor provides the following good faith estimate to cover the items necessary for the replacement of my roof system: 43.5 (squares¹) x 450 (per square cost of services and materials²) =

\$20.000.— . Within five (5) business days of signing this agreement, Contractor shall provide me a complete scope of all roofrelated mitigation or reconstruction services needed to repair or replace my Damaged Property, pursuant to the Florida Building Code ("Confirmed Estimate"). The Confirmed Estimate shall be confirmed by a licensed contractor. I acknowledge that the Confirmed Estimate shall set the final contract price under the terms of this agreement. The Confirmed Estimate will be valid for a minimum of 30 days.

*COMMUNICATION WITH INSURER: Contractor shall present the Confirmed Estimate to the Insurer, on my behalf, for payment under the terms of my policy. Upon payment by the Insurer, Contractor agrees to perform all work outlined in the Confirmed Estimate. I agree to promptly provide Contractor with full and complete copies of any and all correspondence between me and the Insurer. In consideration for

A "square" is a unit of measure, generally used by roofing contractors, equal to roughly 100 square feet of roof surface area. Contractor is estimating the number of squares needed to complete your roof replacement project, based on information procured at the time of the good faith estimate. This number is subject to verification by further measurement, for purposes of completing the Confirmed Estimate.

² The per square cost of services and materials, includes, but is not limited to the following items—(for shingle roofs): Haul debris - per pickup truck load - including dump, Remove Laminated - comp. shingle rfg. - w/out felt, Ridge cap - Standard profile - composition shingles, Roofing felt, Asphalt starter - universal starter course, R&R Valley metal, R&R Drip edge, Flashing - pipe jack – lead, R&R Exhaust cap - through roof - up to 4"; ox—(for tile roofs): Remove Tile

Contractor's agreement to estimate damages, provide labor, supply materials, and perform its obligations under this agreement, I agree to unequivocally direct my Insurer(s) to release any and all information requested by Contractor, for the purpose of obtaining actual benefits to be paid by my Insurer(s) for services rendered or to be rendered, under this agreement. In this regard, I waive my privacy rights. I understand and acknowledge that Contractor will not: interpret policy provisions, advise me regarding coverages or duties under my insurance policy, prepare, complete, file, negotiate, adjust nor settle any insurance claim, on my behalf.

*DIRECT PAYMENT AUTHORIZATION: I hereby agree that any payments from my Insurer, to cover damages to my Damaged Property, shall include the Contractor as a joint payee, and I agree that any such payment(s) shall be sent directly to the Contractor at: 580 Watson Drive, Indialantic, FL 32903. This direction to pay is fully revocable, at my sole discretion. This agreement shall not be construed as an Assignment of any Post-Loss Benefits, as no assignment is given nor intended by me to anyone. I expressly retain any and all rights to any post-loss

roofing - Clay - "S" or flat tile, Tile roofing - Clay - "S" or flat tile, R&R Drip edge, Asphalt starter - peel and stick, Step flashing, R&R Counterflashing - Apron flashing,

R&R Skylight flashing kit Ridge / Hip / Rake cap — tile roofing dome, R&R Flashing, Hip & ridge nailer board for tile roofing - pipe jack - lead. — channel, Bird stop - Eave closure strip for tile roofing - metal, R&R Mortar bed for tile,

benefits I may have under the terms of my policy/policies of insurance.

^{*}CLAIM DENIAL: If the Insurer refuses to pay the full amount of the Confirmed Estimate, I may elect to consult with an attorney to determine what legal options are available to pursue any remaining payment owed by the Insurer. At my request, Contractor will provide me a qualified consulting attorney to answer any coverage related questions I may have and to advise me on my legal options to pursue any remaining payment owed by the Insurer. There shall be no fee or cost to me for

this service, and I will not be obligated to retain or work with the consulting attorney. In the event of a final legal determination that no payment is owed by the Insurer under the policy, this agreement will be voidable, upon written notice by either party.

*RIGHT TO REPAIR: In the event the Insurer exercises any "Right to Repair" or "Right to Choose Contractor," under the terms of the policy, this agreement shall be voidable only for that portion of the Confirmed Estimate the Insurer actually pays another contractor to complete.

*AUTHORIZED EMERGENCY REPAIRS: I understand that in the best judgment of Contractor, emergency repairs (tarps, missing shingles, tiles, wind lift, roof leaks) may be needed to mitigate further loss or damage to my Damaged Property. Any emergency repairs paid for by me will be presented for reimbursement by the Insurer.

<u>PAYMENT TERMS</u>: I agree that any deductible(s), betterment, or additional work requested by me, or otherwise not included in the Confirmed Estimate, is ultimately my responsibility. Payment is due to Contractor upon substantial completion of the work. Late charges of 1.5% monthly are charged to any and all unpaid balances. Contractor shall be entitled to reimbursement for costs of collection (including reasonable attorney's fees and costs) of unpaid amounts by Owner/Agent *and* for reasonable attorney's fees and costs for the breach, or enforcement, of any terms herein.

<u>STOP WORK – HOLD HARMLESS</u>: In the event Contractor is not permitted to perform its recommended procedures or emergency repairs to prevent further damage to the property, I agree to release and hold Contractor harmless, and indemnify Contractor against all claims or actions that may result.

<u>CANCELLATION</u>: Should I elect to cancel this agreement outside of the statutory three (3) day time frame, a cancellation fee of 20% (twenty percent) of the Confirmed Estimate shall apply to compensate

Contractor for its time, expense and professional services which were rendered to Owner/Agent.

NOTICE OF FLORIDA STATUTE 489.147(2): A contractor may not directly or indirectly offer a residential property owner a rebate, gift, gift card, cash, coupon, waiver of any insurance deductible, or any other thing of value in exchange for: 1. Allowing the contractor to conduct an inspection of the residential property owner's roof; or 2. Making an insurance claim for damage to the residential property owner's roof. By signing this Addendum, I verify that neither Contractor, nor their personnel, have offered me any rebate, gift, gift card, cash, coupon, waiver of any insurance deductible, or any other thing of value in exchange for allowing Contractor to conduct an inspection of my roof; or making an insurance claim for damage to my roof.

FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND: PAYMENT, UP TO A LIMITED AMOUNT, MAY BE FROM FLORIDA **HOMEOWNERS' AVAILABLE** THE CONSTRUCTION RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLORIDA LAW BY A LICENSED CONTRACTOR. FOR INFORMATION ABOUT THE RECOVERY FUND AND FILING A CLAIM, FLORIDA CONSTRUCTION **INDUSTRY** CONTACT THE LICENSING BOARD AT THE FOLLOWING TELEPHONE NUMBER AND ADDRESS: CILB

2601 Blairstone Road, Tallahassee, 32399-1039; (850) 921-6593.

You, the residential property owner, may cancel this contract without penalty or obligation within 10 days after the execution of the contract or by the official start date, whichever comes first, because this contract was entered into during a state of emergency by the Governor. The official start date is the date on which work that includes the installation of materials that will be included in

the final work on the roof commences, a final permit has been issued, or a temporary repair to the roof covering or roof system has been made in compliance with the Florida Building Code.

Owner/Agent (Printed): Wyww Zamwa.	Owner Email: Zamoraboxing style e yahoo co
Owner / Agent (Signature): Owner Phone:
Date: 05/02/2025	Contractor Rep:





FLEMING Roofing and Censtruction Corp Certified Roofing Contractor CCC # 1332861 580 Watson Drive Indialantic, FL 32903 321-499-0953

Property Owner BYRON ZORORA	Phone 772.607 2885
lob site address (the property) 2471 SW WEBSTUR LIO	email Zariola heavy Hitrers @ 40400. Co.
City, State & Zip code PORT SOINT WAE, FL 34953	Policy Number ——
nsarance co.	Claim Number ———
7 Tear off existing shingles ALL layers	Date of Loss!
Decking allowance 3 Sheets	
☐ Lay down new SYNTHETIC felt paper	A Discontinuity
Install TCE AND WHILE in the valleys	a sale of a source
Install starting strip arround perimeter of roof	1 (100) and
Lay down new shingles <u>GFA - HO2 - Life Hing</u> ear waranty	Date of Loss! Cash Carling Price
Shingle color	1 XX isl
Install duraflow 35 year pipe flashings over all plumbling pipes	1 , 0/0
Replace heat stacks and rain caps as needed	
Vinstall Riche Ven 15 for ventilation	
Re-flash chumney and skylights	
Aaint metals and flashing to match	
Remove all job related debris	
A Clean yard with the magnetic nail bar	
10 years labor waranty	
LA TO YOURS LADOR WALKING	
TY Y	Simon Reiter Comera:
Owner Oylan Canvalle	_Signature
Authorized Representative Tonux Porciuo	Signature
Date 04-26 -2025	
Notice: Florida law prohibits contractors and subcontractors from offering res	sidential property owners a rebate, gift, gift card,

Notice: Florida law prohibits contractors and subcontractors from offering residential property owners a rebate, gift, gift card, cash, coupon, waiver of any insurance deductible, or any other thing of value in exchange for allowing the contractor to conduct an inspection of the residential property owner's roof or making an insurance claim for damage to the residential property owner's roof. See Florida Statute § 489.147,

* Replacement Work and Price: It is agreed that the Final Price to be paid to Priority shall equal the full Replacement Cost Value as stated on the final insurance scope of loss issued by Owner's insurer, including the Deductible amount, plus all amounts for Supplements, Wood Decking, and/or Upgrades. Priority cannot pay, waive, rebate or promise to pay, waive, or rebate all or part of any insurance deductible applicable to Priority's work on the Property. Owner agrees to pay Priority for any sums associated with the Work that are not paid by Owner's insurer.

Replacement Wood: Damage to wood decking cannot be determined until shingles and underlayment are removed. The applicable Building Code requires Priority to replace any rotten or defective wood discovered. Owner will be charged the current market rate per sheet of plywood and per linear foot of lumber (including labor and install). Owner acknowledges such charges are reasonable, agrees to pay for all such replacement wood, and further acknowledges that Owner is liable for any costs for replacement wood incurred in performing the Work, if not paid by Owner's insurer.

Acceptance of Proposal: By signing below, Owner accepts this proposal and authorizes Priority Roofing to perform the Work at the Property.

Owner has read and agreed to these Terms and Conditions, including those on the reverse side of this document. Owner further acknowledges that Florida Statute §.713.12 may subject the interest of Owner's spouse, if any, in the Property to any lien recorded by Priority against the Property.

Wire details

M2 Construction USA



Print or save

TO M2 CONSTRUCTION USA

United States ... 1856

FROM BETSY'S SAVINGS....5317

AMOUNT **\$10,000.00**

WIRE TRANSFER FEE \$25.00

TOTAL FROM ACCOUNT \$10,025.00

SEND ON **05/02/2025**

DELIVER BY 05/02/2025

MESSAGE TO RECIPIENT'S **ROOF REPAIRS AT 2471 SW WEBSTER LN PORT**BANK **STLUCIE FL 34953**

STATUS COMPLETED

CONFIRMATION NUMBER OW00005643787469

Back to wire money





FLEMING Roofing and Construction Corp Certified Roofing Contractor CCC # 1332861 580 Watson Drive Indialantic, FL 32903 321-499-0953

Property Owner BYRON ZORORA	Phone 772 607 28 85
lob site address (the property) 2471 SW WEBSTUR LN	email ZAMBRA HEAVY HITTERS (2) YO 400. COM
City, State & Zip code PORT SOINT LUGE, FL 34953	Policy Number
nsurance co.	Claim Number
7 Tear off existing shingles ALL layers	Date of Loss!
Decking allowance 3 Sheets	\
Lay down new SYNTHETIC felt paper	Alar -
Install ICE AND WHILE in the valleys	Cash Cantium fus price
Install starting strip arround perimeter of roof	1 (109)
Lay down new shingles <u>GFA - HO2 - Life How</u> year waranty	
Shingle color	1 XX : cl
Install duraflow 35 year pipe flashings over all plumbling pipes	1 , 000
Replace heat stacks and rain caps as needed	1
Vinstall Riche Ven TS for ventilation	
Re-flash chumney and skylights	
Paint metals and flashing to match	
_ /	Joech Portice
Remove all job related debris	32149323 11
Clean yard with the magnetic nail bar	MANDAER
10 years labor waranty	V4 BIOLD VOC.
M	
Owner Dyran Camples	Signature with amira,
Authorized Representative Tonus Poscuu o	Signature
Date 04-26 -2025	and a second
Notice: Elected law prohibits contractors and subcontractors from offering res	inential property owners a rebate, gift, gift card.

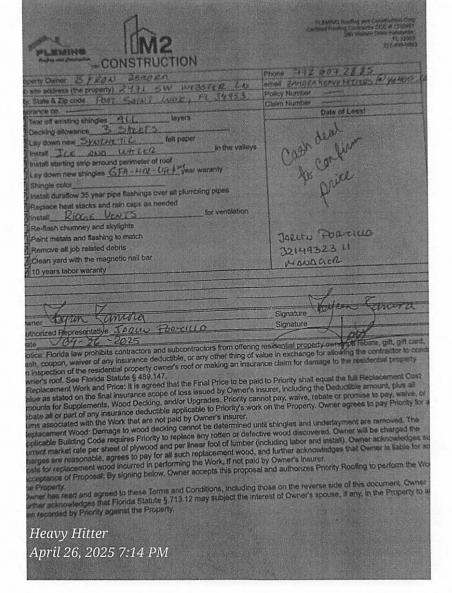
Notice: Florida law prohibits contractors and subcontractors from offering residential property owners are rebate, gift, gift card, cash, coupon, waiver of any insurance deductible, or any other thing of value in exchange for allowing the contractor to conduct an inspection of the residential property owner's roof or making an insurance claim for damage to the residential property owner's roof. See Florida Statute § 489.147,

* Replacement Work and Price: It is agreed that the Final Price to be paid to Priority shall equal the full Replacement Cost Value as stated on the final insurance scope of loss issued by Owner's insurer, including the Deductible amount, plus all amounts for Supplements, Wood Decking, and/or Upgrades. Priority cannot pay, waive, rebate or promise to pay, waive, or rebate all or part of any insurance deductible applicable to Priority's work on the Property. Owner agrees to pay Priority for any sums associated with the Work that are not paid by Owner's insurer.

Replacement Wood: Damage to wood decking cannot be determined until shingles and underlayment are removed. The applicable Building Code requires Priority to replace any rotten or defective wood discovered. Owner will be charged the current market rate per sheet of plywood and per linear foot of lumber (including labor and install). Owner acknowledges such charges are reasonable, agrees to pay for all such replacement wood, and further acknowledges that Owner is liable for any costs for replacement wood incurred in performing the Work, if not paid by Owner's insurer.

Acceptance of Proposal: By signing below, Owner accepts this proposal and authorizes Priority Roofing to perform the Work at the Property.

Owner has read and agreed to these Terms and Conditions, including those on the reverse side of this document. Owner further acknowledges that Florida Statute §.713.12 may subject the interest of Owner's spouse, if any, in the Property to any lien recorded by Priority against the Property.



Act # 385019041856 R# 011900254 026009593

M2 Construction USA LLC 17800 BALI BLVD 13 Winter garden 34787. 045619



Department of State / Division of Corporations / Search Records / Search by Entity Name /

Return to List Next On List Previous On List

M2 CONNEXION CORP

Search

No Events No Name History

Detail by Entity Name

Florida Limited Liability Company M2 CONSTRUCTION USA LLC

Filing Information

125000023197 Document Number

01/13/2025 NONE FEI/EIN Number Date Filed

Effective Date

01/13/2025

State

Status

ACTIVE

Principal Address

17800 BALI BLVD

WINTER GREEN 34787

Mailing Address

17800 BALI BLVD

WINTER GREEN 34787

Registered Agent Name & Address

MOURA, NAILTON

17800 BALI BLVD

Authorized Person(s) Detail WINTER BREEN, FL 34787

Name & Address

Title MEMB

. 486-720- 9339 Moura, Mailton 🚣 15 SHERRY ST

SOUTHINGTON, CT 06489

Rapresentative.
Jarlin Gonzalez Portillo
321-493-2311

THE OFFICIAL SITE OF THE FLORIDA DEPARTMENT OF BUSINESS & PROFESSIONAL REGULATION



HOME CONTACT US MY ACCOUNT

ONLINE SERVICES

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AB&T Delinquent Invoice & Activity List Search

LICENSEE SEARCH OPTIONS

1:31:22 PM 6/6/2025

Data Contained In Search Results Is Current As Of 06/06/2025 01:15 PM

Search Results - 2 Records

Please see our glossary of terms for an explanation of the license status shown in these search results.

For additional information, including any complaints or discipline, click on the name.

License Type	Name	Name Type	Number/ Rank	Status/Expires
Certified Roofing Contractor	FLEMING ROOFING AND CONSTRUCTION CORP	DBA	CCC1332861 Cert Roofing	Current, Active 08/31/2026

Main Address*: 580 WATSON DRIVE INDIALANTIC, FL 32903

Certified Roofing Contractor

FLEMING, DAVID **MICHAEL**

Primary

Cert Roofing

CCC1332861 Current, Active 08/31/2026

Main Address*: 580 WATSON DRIVE INDIALANTIC, FL 32903

Back

New Search

Main Address - This address is the Primary Address on file. Mailing Address - This is the address where the mail associated with a particular license will be sent (if different from the Main or License Location addresses).

License Location Address - This is the address where the place of business is physically located.

2601 Blair Stone Road, Tallahassee FL 32399 :: Email: Customer Contact Center :: Customer Contact Center: 850.487.1395

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Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. *Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The emails provided may be used for official communication with the licensee. However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public. Please see our Chapter 455 page to determine if you are affected by this change.

^{*} denotes

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LICENSEE DETAILS

1:31:34 PM 6/6/2025.

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Unlicensed Activity Search

AB&T Delinquent Invoice & Activity List Search

Licensee Information

Name: FLEMING, DAVID MICHAEL (Primary Name)

FLEMING ROOFING AND CONSTRUCTION

CORP (DBA Name)

Main Address: 580 WATSON DRIVE

INDIALANTIC Florida 32903

County: BREVARD

License Information

License Type:

Certified Roofing Contractor

Rank:

Cert Roofing

License Number:

CCC1332861

Status:

Current, Active

Licensure Date:

12/15/2020

Expires:

08/31/2026

Special Qualifications

Qualification Effective

Construction

Business

12/15/2020

Alternate Names

View Related License Information

View License Complaint

2601 Blair Stone Road, Tallahassee FL 32399 :: Email: Customer Contact Center :: Customer Contact Center: 850.487.1395

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ONLINE SERVICES

Apply for a License

Verify a Licensee

View Food & Lodging Inspections

File a Complaint

Continuing Education Course Search

View Application Status

Find Exam Information

Unlicensed Activity Search

AB&T Delinquent Invoice & Activity List Search

Licensee

Name: Rank: FLEMING, DAVID MICHAEL

Current

Active

License Number:

CCC1332861

(

Certified Roofing Contractor

License Expiration Date:

08/31/2026

Primary Status:
Secondary Status:

Original License Date:

12/15/2020

Related License Information

License Number Status Related Party

Relationship Type

Relation Effective Rank

Expiration Date

Current FLEMING ROOFING AND CONSTRUCTION CORP Primary

12/15/2020 C0 Bu

Date

Qualifying Agent for Business 12/15/2020 Construction

Business Information

Page 1 of 1

Print list of related

Return to License Details

Related License Search

License Type

View all related licenses

~

First Name

Last Name

License Number

Expiration Date

From

1.

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ு. உ. Search

2601 Biair Stone Road, Tallahassee FL 32399 :: Email: Customer Contact Center :: Customer Contact Center: 850.487.1395

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P	age	3	0
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Date	ion Platform Description	Available	Number	Amount	Balance
05/06/2025	WT 250506-066509 BANK OF AMERICA, N. /BNF=M2 Construction USA LLC SRF# OW00005655753953 TRN#250506066509 RFB# OW00005655753953	No		10,000.00	46,469.89
05/06/2025	WIRE TRANS SVC CHARGE - SEQUENCE: 250506066509 SRF# OW00005655753953 TRN#250506066509 RFB# OW00005655753953	No		25.00	56,469.89
05/06/2025	SAVE AS YOU GO TRANSFER CREDIT FROM XXXXXXXXXXXXX844	No		+3.00	56,494.89
05/05/2025	RECURRING TRANSFER FROM ZAMORA B REF #OP0S9DX25F EVERYDAY CHECKING CARE CREDIT CARD LOAN	No		+250.00	56,491.89
05/05/2025	RECURRING TRANSFER FROM ZAMORA B EVERYDAY CHECKING REF #OP0S9DCMZQ XXXXXX2844	No		+160.00	56,241.89
05/05/2025	SAVE AS YOU GO TRANSFER CREDIT FROM XXXXXXXXXXXX2844	No		+4.00	56,081.89
05/02/2025	WT FED#02064 BANK OF AMERICA, N /FTR/BNF=M2 Construction USA LLC SRF# OW00005643787469 TRN#250502206641 RFB# OW00005643787469	No		10,000.00	56,077.89
05/02/2025	WIRE TRANS SVC CHARGE - SEQUENCE: 250502206641 SRF# OW00005643787469 TRN#250502206641 RFB# OW00005643787469	No		25.00	66,077.89
05/02/2025	WT SEQ209418 WF RETURN WIRES IN PROC /ORG= SRF# 2025050200209246 TRN#250502209418 RFB#	No		+9,955.00	66,102.89
05/01/2025	SAVE AS YOU GO TRANSFER CREDIT FROM XXXXXXXXXXXX2844	No		+1.00	56,147.89
04/30/2025	SAVE AS YOU GO TRANSFER CREDIT FROM XXXXXXXXXXXX2844	No		+1.00	56,146.89
04/29/2025	SAVE AS YOU GO TRANSFER CREDIT FROM XXXXXXXXXXXXX2844	No		+3.00	56,145.89
04/28/2025	ONLINE TRANSFER FROM ZAMORA B REF #IB0S6QN2PT EVERYDAY CHECKING MONEY FOR ROOF	No		+2,170.00	56,142.89

FLEMING Roofing and Construction Corp

FLEMING
Roofing and Construction

Certified Roofing Contractor CCC # 1332861 580 Watson Drive Indialantic, FL 32903 321-499-0953

ROOF MITIGATION AND RECONSTRUCTION AGREEMENT

Having	been	made a	ware of	aama	ge to the	rooting	; system	or my
property	loca	ted	at:					
						('	'Damage	ed
Property"),	I					, th	ie Owner	:/Agent
for the Dam								
and Const	ruction	n Corp,	(the "C	Contra	ctor"), to	perform	all roof	-related
mitigation		_	`		,	-		
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Code and 1	Florida	Law. I	unders	tand t	hat I may	elect to	o pay fo	or these
repairs pers	onally,	or—at	my sole	discr	etion—I n	nay elec	t to con	tact my
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insurance p			1	1	1			,
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SCOPE OF								
Contractor	-		_	\sim				
necessary fo								_
	(per	square	cost	OI	services	ana	material	S^{-}) =

¹ A "square" is a unit of measure, generally used by roofing contractors, equal to roughly 100 square feet of roof surface area. Contractor is estimating the number of squares needed to complete your roof replacement project, based on information procured at the time of the good faith estimate. This number is subject to verification by further measurement, for purposes of completing the Confirmed Estimate.

² The per square cost of services and materials, includes, but is not limited to the following items—(for shingle roofs): Haul debris - per pickup truck load - including dump, Remove Laminated - comp. shingle rfg. - w/out felt, Ridge cap - Standard profile - composition shingles, Roofing felt, Asphalt starter - universal starter course, R&R Valley metal, R&R Drip edge, Flashing - pipe jack - lead, R&R Exhaust cap - through roof - up to 4"; or (for tile roofs): Remove Tile

\$_______. Within five (5) business days of signing this agreement, Contractor shall provide me a complete scope of all roof-related mitigation or reconstruction services needed to repair or replace my Damaged Property, pursuant to the Florida Building Code ("Confirmed Estimate"). The Confirmed Estimate shall be confirmed by a licensed contractor. I acknowledge that the Confirmed Estimate shall set the final contract price under the terms of this agreement. The Confirmed Estimate will be valid for a minimum of 30 days.

*COMMUNICATION WITH INSURER: Contractor shall present the Confirmed Estimate to the Insurer, on my behalf, for payment under the terms of my policy. Upon payment by the Insurer, Contractor agrees to perform all work outlined in the Confirmed Estimate. I agree to promptly provide Contractor with full and complete copies of any and all correspondence between me and the Insurer. In consideration for Contractor's agreement to estimate damages, provide labor, supply materials, and perform its obligations under this agreement, I agree to unequivocally direct my Insurer(s) to release any and all information requested by Contractor, for the purpose of obtaining actual benefits to be paid by my Insurer(s) for services rendered or to be rendered, under this agreement. In this regard, I waive my privacy rights. I understand and acknowledge that Contractor will not: interpret policy provisions, advise me regarding coverages or duties under my insurance policy, prepare, complete, file, negotiate, adjust nor settle any insurance claim, on my behalf.

*DIRECT PAYMENT AUTHORIZATION: I hereby agree that any payments from my Insurer, to cover damages to my Damaged Property, shall include the Contractor as a joint payee, and I agree that any such payment(s) shall be sent directly to the Contractor at: 580 Watson Drive, Indialantic, FL 32903. This direction to pay is fully revocable, at my sole discretion. This agreement shall not be construed as an Assignment of any Post-Loss Benefits, as no assignment is given nor intended by me to anyone. I expressly retain any and all rights to any post-loss

benefits I may have under the terms of my policy/policies of insurance.

*CLAIM DENIAL: If the Insurer refuses to pay the full amount of the Confirmed Estimate, I may elect to consult with an attorney to determine what legal options are available to pursue any remaining payment owed by the Insurer. At my request, Contractor will provide me a qualified consulting attorney to answer any coverage related questions I may have and to advise me on my legal options to pursue any remaining payment owed by the Insurer. There shall be **no fee or cost to me** for this service, and I will not be obligated to retain or work with the consulting attorney. In the event of a final legal determination that no payment is owed by the Insurer under the policy, this agreement will be voidable, upon written notice by either party.

*RIGHT TO REPAIR: In the event the Insurer exercises any "Right to Repair" or "Right to Choose Contractor," under the terms of the policy, this agreement shall be voidable only for that portion of the Confirmed Estimate the Insurer actually pays another contractor to complete.

*AUTHORIZED EMERGENCY REPAIRS: I understand that in the best judgment of Contractor, emergency repairs (tarps, missing shingles, tiles, wind lift, roof leaks) may be needed to mitigate further loss or damage to my Damaged Property. Any emergency repairs paid for by me will be presented for reimbursement by the Insurer.

<u>PAYMENT TERMS</u>: I agree that any deductible(s), betterment, or additional work requested by me, or otherwise not included in the Confirmed Estimate, is ultimately my responsibility. Payment is due to Contractor upon substantial completion of the work. Late charges of 1.5% monthly are charged to any and all unpaid balances. Contractor shall be entitled to reimbursement for costs of collection (including reasonable attorney's fees and costs) of unpaid amounts by Owner/Agent *and* for reasonable attorney's fees and costs for the breach, or enforcement, of any terms herein.

<u>STOP WORK – HOLD HARMLESS</u>: In the event Contractor is not permitted to perform its recommended procedures or emergency repairs to

prevent further damage to the property, I agree to release and hold Contractor harmless, and indemnify Contractor against all claims or actions that may result.

<u>CANCELLATION</u>: Should I elect to cancel this agreement outside of the statutory three (3) day time frame, a cancellation fee of 20% (twenty percent) of the Confirmed Estimate shall apply to compensate Contractor for its time, expense and professional services which were rendered to Owner/Agent.

NOTICE OF FLORIDA STATUTE 489.147(2): A contractor may not directly or indirectly offer a residential property owner a rebate, gift, gift card, cash, coupon, waiver of any insurance deductible, or any other thing of value in exchange for: 1. Allowing the contractor to conduct an inspection of the residential property owner's roof; or 2. Making an insurance claim for damage to the residential property owner's roof. By signing this Addendum, I verify that neither Contractor, nor their personnel, have offered me any rebate, gift, gift card, cash, coupon, waiver of any insurance deductible, or any other thing of value in exchange for allowing Contractor to conduct an inspection of my roof; or making an insurance claim for damage to my roof.

FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND: PAYMENT, UP TO A LIMITED AMOUNT, MAY BE AVAILABLE FROM THE FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLORIDA LAW BY A LICENSED CONTRACTOR. FOR INFORMATION ABOUT THE RECOVERY FUND AND FILING A CLAIM, CONTACT THE FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD AT THE FOLLOWING TELEPHONE NUMBER AND ADDRESS: CILB 2601 Blairstone Road, Tallahassee, 32399-1039; (850) 921-6593.

You, the residential property owner, may cancel this contract without penalty or obligation within 10 days after the execution of the contract or by the official start date, whichever comes first, because this contract was entered into during a state of emergency by the Governor. The official start date is the date on which work that includes the installation of materials that will be included in the final work on the roof commences, a final permit has been issued, or a temporary repair to the roof covering or roof system has been made in compliance with the Florida Building Code.

I have read and understand the information above and have received a copy for my records.				
Owner/Agent (Printed):	Owner Email:			
Owner / Agent (Signature):	Owner Phone:			
Date:	Contractor Rep:			

<u>Insurer Notification of Roof Replacement Agreement,</u> <u>Communication Authorization, and Direction to Pay</u>

o: ("Insurer")
lease be aware that I have entered into an agreement with, FLEMING ROOFING AND CONSTRUCTION CORP ("Contractor") to perform all roof-related mitigation or reconstruction services eeded—in accordance with the terms of the Florida Building Code and Florida Law—to repair or replace by insured property, located at Detereafter, the "Damaged Property").
hereby authorize and request that you provide Contractor a complete copy of any and all communication ou have sent, or will send, to me. In addition, I hereby state that Contractor is fully authorized by me to beak with you, my Insurer, regarding all aspects of the roof-related mitigation or reconstruction services eeded to repair or replace my insured property, in accordance with the terms of the Florida Building Code and Florida Law. Any and all questions or requests for information you may have in this matter should be irected to Contractor, with a contemporaneous copy to me.
lotwithstanding the request above, I understand and acknowledge that Contractor will not: interpret policy rovisions, advise me regarding coverages or duties under my insurance policy, prepare, complete, file, egotiate, adjust nor settle any insurance claim, on my behalf. Likewise, I verify that neither Contractor, nor neir personnel, have offered me any rebate, gift, gift card, cash, coupon, waiver of any insurance deductible, or any other thing of value in exchange for allowing Contractor to conduct an inspection of my roof; or making an insurance claim for damage to my roof.
to avoid any delays in the repair of my Damaged Property, I authorize and request you to include Contractor is a joint payee, on any payments from you, my Insurer, for covered damages to my Damaged Property. Any ach payments should be sent directly to Contractor at 580 Watson Drive, Indialantic, FL 32903 . Under the terms of my agreement with Contractor, this direction to pay is fully revocable, at my sole discretion.
Neither this letter, nor the agreement I have entered with Contractor, should be construed as an assignment of any Post-Loss Benefits, as no assignment is given nor intended by me to anyone. It is pressly retain any and all rights to any post-loss benefits I may have under the terms of my policy of assurance through your company.
(Insured Signature)
(Insured Printed)
Date

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

MAILTON MOURA M2 CONSTRUCTION USA LLC 15 SHERRY ST SOUTHINGTON, CT 06489 Citation(s) # 32162

Respondent

VIA CERTIFIED MAIL: 9589 0710 5270 1698 9490 98

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 9th of October 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 requirido traer propio traductor. Moun san yo ki pa pale angle yo oblije mianun ou moun pou tradui.

Location(s) of Violation(s): 2471 SW WEBSTER LN

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

28TH

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

MAILTON MOURA

herein on the

day of

July

2025

Isa Alvarez – Contractor Licensing Coordinator 7/28/25

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

MAILTON MOURA M2 CONSTRUCTION USA LLC 15 SHERRY ST SOUTHINGTON, CT 06489 Citation(s) # 32162

Respondent

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herein on the

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Isa Alvarez – Contractor Licensing Coordinator 7/28/25