

**IN THE CIRCUIT COURT OF THE TWENTIETH JUDICIAL CIRCUIT
IN AND FOR LEE COUNTY, FLORIDA
CIVIL ACTION**

WINDSOR WEST CONDOMINIUM
ASSOCIATION, INC., a Florida
Not-for-profit-corporation

Plaintiff,

v.

Case No.: 24-CA-750

SHIELDTECH ROOFING
SOLUTIONS, LLC, a Florida limited
liability company,

Defendant.

_____ /

JOINT STIPULATION OF VOLUNTARY DISMISSAL WITH PREJUDICE

COMES NOW Plaintiff, WINDSOR WEST CONDOMINIUM ASSOCIATION, INC., a Florida Not-for-profit-corporation, and Defendant, SHIELDTECH ROOFING SOLUTIONS, LLC, a Florida limited liability company, by and through their undersigned counsel, and pursuant to a settlement agreement reached between the parties, hereby stipulate and agree to dismiss with prejudice this action, and all claims, counterclaims, or third-party claims that could have been raised in this action, with each party bearing its own attorney's fees and costs and with the Court reserve jurisdiction to enforce the terms of the agreement as provided in the proposed order attached hereto as **Exhibit "A."**

Dated: October 1, 2025

Dated: October 1, 2025

/s/ Jason Hamilton Mikes
Jason Hamilton Mikes, Esq
Florida Bar No. 643211
HAMILTON MIKES, P.A.
3301 Bonita Beach Rd. Ste. 200
Bonita Springs, Florida 34134
Attorneys for Plaintiff
(239) 330-1494 (phone)

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Plaintiff,

v.

Case No.: 24-CA-750

SHIELDTECH ROOFING
SOLUTIONS, LLC, a Florida limited
liability company,

Defendant.

**AGREED ORDER DISMISSING CASE AND ADOPTING AND RESERVING
JURISDICTION**

THIS CAUSE, having come before the Court upon the stipulation of the parties and the Court being fully advised in the premises finds that that the Settlement Agreement & Release, attached hereto as Exhibit “1,” fully resolves the claims in the Plaintiff’s Complaint against Defendant in the above-styled case, that the Court reserves jurisdiction to enforce the settlement agreement’s terms and conditions and that an Order to such effect accordingly be made and entered without further notice.

It is hereby **ORDERED** and **ADJUDGED** that:

1. The above-captioned case is hereby **DISMISSED** with prejudice, and
2. The court will retain jurisdiction to enforce of the terms of the Settlement Agreement executed by the parties on September 30, 2025, and which is attached hereto as **Exhibit “1.”**

DONE AND ORDERED in Chambers, Fort Myers, Florida, this ____ day of October,
2025.

Windsor West Condominium
Association, Inc.,
Plaintiff,

v.

Shieldtech Roofing Solutions, LLC,
Defendant.

Mediated Settlement Agreement, dated September 22, 2025

In consideration of the promises, covenants and conditions contained herein, Windsor West Condominium Association, Inc., hereinafter referred to as “Windsor West,” and Shieldtech Roofing Solutions, LLC, hereinafter referred to as “Shieldtech,” agree as follows:

1. **Settlement Amount.** Shieldtech will pay to Windsor West the full and final settlement amount of One Hundred Fifty Thousand 00/100 Dollars (\$150,000.00), on or before October 17, 2025. Such payment shall not accrue or bear interest unless there is a default in payment as described below.
2. **Settlement Payment.** The aforesaid payment will be made by wire transfer. To facilitate payment by wire transfer, within five (5) days of the date hereof, Windsor West’s counsel shall provide an email to Shieldtech’s counsel with the appropriate wire transfer instructions. All payments shall be subject to clearing the recipient’s account in the ordinary course. Any payment which does not clear the recipient’s account in the ordinary course shall be deemed an untimely payment.
3. **Letter of Apology.** In addition to the Settlement Payment, William Tunnell, Managing Member of Shieldtech, shall sign and deliver to Windsor West, the letter of apology attached hereto and incorporated herein as Exhibit A within five (5) days of the date hereof.
4. **Default.** In the event Shieldtech fails to make the aforesaid payment in a timely manner, and deliver the signed Letter of Apology, then Windsor West shall deliver written notice to Shieldtech (in the manner described below) describing the failure. If Shieldtech does not cure the failure by delivering to Windsor West all amounts theretofore due within five (5) days of receiving Windsor West’s written notice, then Windsor West shall be entitled to have a final judgment entered against Shieldtech (in the form attached hereto Exhibit B) automatically upon the filing of

an affidavit of default stating the fact of the default. In such event, Windsor West shall be entitled to entry of a final judgment against Shieldtech for the sum of \$368,000.00, and to have such final judgment provide for interest at the statutory rate from September 5, 2025 through the date of the entry of the final judgment, which total final judgment shall then bear interest at the statutory rate. In such event, Windsor West shall also be entitled to recover its reasonable attorneys' fees associated with obtaining such final judgment, incurred from the date hereof. Shieldtech shall be entitled to be served with a copy of such affidavit (by service upon Shieldtech's counsel of record), and Shieldtech hereby waives all defenses to the entry of the final judgment (and rights to any set off against the amount of the final judgment), except the defense that the letter of apology and payment at issue were in fact timely made. For purposes of this Agreement, written notice to Shieldtech shall be provided by email to river@shieldtechroofingsolutions.com, with a copy to Shieldtech's attorney, Cary J. Goggin, Esq., at CaryGoggin@lawhon-law.com. Shieldtech shall have the right to change the email address for any and all such written notices by notifying Windsor West of the same by email to its Board of Directors at info@windsorwestfl.com, with a copy to Windsor West's counsel, Jason Hamilton Mikes, JD, MBA, at Jason@HamiltonMikes.com.

5. **Stipulation for Dismissal.** Upon execution of this agreement the parties, through counsel, shall stipulate to a Dismissal with Prejudice of the above-captioned action and entry of the proposed Order attached hereto as Exhibit "C." providing that this entire action is dismissed with prejudice, all parties to bear their own attorneys' fees and costs, and which shall reserve jurisdiction to enforce the terms of this Agreement.

6. **Releases.** Except for the obligations of this Agreement, which are not hereby released and which shall survive the execution hereof, Windsor West, on the one hand, and Shieldtech, on the other hand, for themselves and for their respective successors and assigns, hereby remise, release, acquit, waive, satisfy and forever discharge one another and one another's respective officers, directors, shareholders, members, employees, agents, servants, representatives and insurers, and the respective personal representatives, heirs, successors and assigns of all of them, of and from all, and all manner of action and actions, cause and causes of action, suits, debts, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, guarantees, warranties (whether express or implied, and whether based on statute, common law or otherwise), third-party claims, bad faith claims, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, which either has or may have against the other, whether arising in tort, by contract, by virtue of statute, or otherwise, and whether in law or in equity, regardless of whether the same are known or unknown, suspected or unsuspected, patent or latent, or have yet accrued or not accrued, provided the same in any way arise out of or relate to any of the contracts between Windsor West and Shieldtech which were the subject of this civil action (the "Contracts"), any products, equipment or services provided pursuant to the

Contracts (the “Services”), or any payments due or which may have been due as a result of the Contracts and/or the Services.

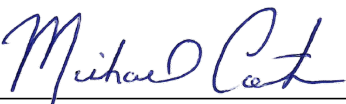
7. **Due Dates Falling on Weekends or Holidays.** In the event that the date of any act required to be performed by this Agreement (including, but not limited to, the payment of any money) falls on a weekend or a federal holiday, then the same shall not be required to be performed until the next business day thereafter.
8. **Entire Agreement.** This Agreement sets forth the entire understanding of the parties and no verbal or written warranties or representations have been made or have been relied upon which do not appear in writing within this Agreement. Any reliance on verbal or other representations which do not appear within this Agreement shall be deemed unjustifiable reliance. Each party hereto is represented by that party’s own counsel (or has had the opportunity to confer with counsel of their own choosing) and has had the benefit of (or the opportunity to have the benefit of) such counsel’s advice in reviewing, commenting upon, and modifying this Agreement.
9. **Modification of Agreement.** This Agreement may not be amended or modified except by written instrument signed by all of the parties hereto, and the parties agree that this provision may not be waived except in writing.
10. **Waiver.** The rights of the parties under this Agreement are to be considered cumulative, and the failure on the part of any party to exercise or enforce properly or promptly any rights arising out of this Agreement shall not operate to forfeit or serve as a waiver of any of those or other rights. The waiver by one party of the performance of any covenant or condition herein shall not invalidate this Agreement, nor shall it be considered to be a waiver by such party of any other covenant or condition herein. The waiver by any party of the time for performing any act shall not constitute a waiver of the time for performing any other act or an identical act required to be performed at a later time.
11. **Cooperation.** The parties hereto agree to cooperate fully in the execution of any documents or performance in any way which may be reasonably necessary to carry out the purposes of this Agreement and to effectuate the intent of the parties hereto.
12. **No Admission of Liability.** By this settlement, no party admits any liability, but rather the parties have agreed to this settlement as a compromise of disputed claims in the interests of avoiding the costs and uncertainty of continued litigation.
13. **Time is of the Essence.** Time is of the essence of this Agreement.
14. **Headings.** The headings used in this Agreement are for convenience and reference only and in no way define, describe, extend, or limit the scope or intent of this Agreement or the intent of any provision in it.

15. **Severability.** If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable for any reason, whether on its face or as applied, the remaining provisions shall remain in full force and effect.
16. **Benefit and Binding Effect.** This Agreement shall inure to the benefit of and be binding upon the parties, their heirs, successors and assigns. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The individuals signing below on behalf of entities represent and warrant that they have the full authority to bind their respective entities to all of the provisions hereof. Signatures by facsimile transmission or other electronic transmission of this Agreement shall be acceptable and binding upon the Parties. A copy hereof shall be as binding as the executed original.
17. **Governing Law.** This Agreement shall be governed by the laws of the State of Florida, without regard to its principles of conflicts of law.
18. **Attorneys' Fees.** In any litigation arising out of or relating to this Agreement, or to the interpretation or enforcement hereof, the prevailing party(ies) shall be entitled to recover the prevailing party's(ies') reasonable attorneys' fees and costs from the non-prevailing party(ies) at the trial and at all appellate levels.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first stated above.

Windsor West Condominium
Association, Inc.

Shieldtech Roofing Solutions, LLC

By: 
Michael Contorno, BM, LCAM, PI
It's President

By: 
William Tunnell
Its Managing Member

**EXHIBIT
A**

**SHIELDTECH ROOFING SOLUTIONS, LLC
49 N Federal Highway #329
Pompano Beach, Florida 33062**

September 5, 2025

Windsor West Condominium Association, Inc.
3706 Broadway #42
Fort Myers, Florida 33901

Re: Letter of Apology

Dear Owners, Residents and Members of the Board,

On behalf of ShieldTech Roofing Solutions, LLC, as its Managing Member, I apologize for taking \$368,000 from Windsor West Condominium Association, Inc. without performing the contracted roofing work. We recognize the significant harm, breach of trust, and trauma this caused to the Windsor West community and its residents.

This apology is not subject to confidentiality, non-disclosure, or any restriction on publication. Windsor West Condominium Association is free to share it publicly. This apology is a final and binding statement of responsibility and shall not be retracted or contradicted in any future proceeding, statement, or communication.

Sincerely,

William Tunnell
Managing Member
ShieldTech Roofing Solutions, LLC

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

WINDSOR WEST
CONDOMINIUM ASSOCIATION,
INC.,

CIRCUIT CIVIL DIVISION
CASE NO. 24-CA-750

Plaintiff,

v.

SHIELDTECH ROOFING
SOLUTIONS, LLC,

Defendants.

_____ /

STIPULATED FINAL JUDGMENT

This Matter comes before the Court following the Parties' September 5, 2025, settlement of all claims. It is **ORDERED AND ADJUDGED** as follows:

1. Defendant, Shieldtech Roofing Solutions, LLC, is liable to Plaintiff, Windsor West Condominium Association, Inc., in the amount of \$368,000.00. Final Judgment shall bear interest at the applicable rate(s) set forth in Section 55.03, Florida Statutes, accruing as of September 5, 2025.
2. This Court retains reserves jurisdiction to award Plaintiff its attorneys' fees and costs incurred in connection with enforcement of this Judgment and to enforce the terms of this Judgment.

DONE AND ORDERED at Lee County, Florida, this _____ day of _____, 20____.

Honorable Keith R. Kyle

COPIES FURNISHED TO:
Attorneys of Record

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WINDSOR WEST CONDOMINIUM
ASSOCIATION, INC., a Florida
Not-for-profit-corporation

Plaintiff,

v.

Case No.: 24-CA-750

SHIELDTECH ROOFING
SOLUTIONS, LLC, a Florida limited
liability company,

Defendant.

JOINT STIPULATION OF VOLUNTARY DISMISSAL WITH PREJUDICE

COMES NOW Plaintiff, WINDSOR WEST CONDOMINIUM ASSOCIATION, INC.,
a Florida Not-for-profit-corporation, and Defendant, SHIELDTECH ROOFING
SOLUTIONS, LLC, a Florida limited liability company, by and through their undersigned
counsel, and pursuant to a settlement agreement reached between the parties, hereby
stipulate and agree to dismiss with prejudice this action, and all claims, counterclaims, or
third-party claims that could have been raised in this action, with each party bearing its
own attorney's fees and costs and with the Court reserve jurisdiction to enforce the terms
of the agreement as provided in the proposed order attached hereto as **Exhibit "A."**

Dated: October 1, 2025

Dated: October 1, 2025

/s/ Jason Hamilton Mikes
Jason Hamilton Mikes, Esq
Florida Bar No. 643211
HAMILTON MIKES, P.A.
3301 Bonita Beach Rd. Ste. 200
Bonita Springs, Florida 34134
Attorneys for Plaintiff
(239) 330-1494 (phone)

/s/ Cary Goggin
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Florida Bar. No. 92404
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Drewgoggin@lawhon-law.com

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**AGREED ORDER DISMISSING CASE AND ADOPTING AND RESERVING
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THIS CAUSE, having come before the Court upon the stipulation of the parties and the Court being fully advised in the premises finds that that the Settlement Agreement & Release, attached hereto as Exhibit “1,” fully resolves the claims in the Plaintiff’s Complaint against Defendant in the above-styled case, that the Court reserves jurisdiction to enforce the settlement agreement’s terms and conditions and that an Order to such effect accordingly be made and entered without further notice.

It is hereby **ORDERED** and **ADJUDGED** that:

1. The above-captioned case is hereby **DISMISSED** with prejudice, and
2. The court will retain jurisdiction to enforce of the terms of the Settlement Agreement executed by the parties on September 30, 2025, and which is attached hereto as **Exhibit “1.”**

DONE AND ORDERED in Chambers, Fort Myers, Florida, this ____ day of October,
2025.

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ASSOCIATION, INC.,

CIRCUIT CIVIL DIVISION

CASE NO. 24-CA-750

Plaintiff,

v.

SHIELDTECH ROOFING
SOLUTIONS, LLC,

Defendants.

_____ /

AFFIDAVIT OF DEFAULT

STATE OF FLORIDA
COUNTY OF LEE

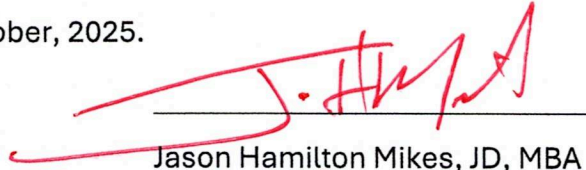
BEFORE ME, the undersigned authority, personally appeared Jason Hamilton Mikes, JD, MBA, who, being first duly sworn, deposes and states as follows:

1. My name is Jason Hamilton Mikes, JD, MBA. I am over the age of 18, and I am competent to make this affidavit. I am the Managing Shareholder of Hamilton Mikes, P.A., legal counsel for the Plaintiff, Windsor West Condominium Association, Inc., and am authorized to make this affidavit.
2. This affidavit is based on my personal knowledge of the facts stated herein.
3. Plaintiff, Windsor West Condominium Association, Inc., and Defendant, Shieldtech Roofing Solutions, LLC, entered into a Mediated Settlement Agreement, dated September 22, 2025, whereby Defendant was required to pay Plaintiff \$150,000.00 on or before October 17, 2025, as well as sign and deliver a letter of apology within five (5) days of the dated agreement.
4. On October 1, 2025, the Parties filed the Mediated Settlement Agreement with the Court, along with a Joint Stipulation of Voluntary Dismissal with Prejudice and a proposed Agreed Order Dismissing Case and Adopting and Reserving Jurisdiction.

5. On October 6, 2025, the Honorable Keith R. Kyle granted the Agreed Order Dismissing Case and Adopting and Reserving Jurisdiction.
6. On October 9, 2025, Plaintiff provided Defendant with written notice of default via email, pursuant to Section 4 of the Mediated Settlement Agreement, dated September 22, 2025, advising Defendant that it had failed to deliver a signed letter of apology. Plaintiff demanded that Defendant provide a signed letter of apology within five (5) days.
7. On October 20, 2025, Plaintiff provided Defendant with written notice of payment default via email, pursuant to Section 4 of the Mediated Settlement Agreement, dated September 22, 2025, advising Defendant that payment of the agreed \$150,000.00 had not been received by Plaintiff. Plaintiff demanded that Defendant provide the agreed mediated settlement payment within five (5) days.
8. As of the date of this affidavit, Defendant has failed to provide the signed letter of apology or deliver the agreed settlement payment of \$150,000.00, and the time for doing so has expired.
9. The Mediated Settlement Agreement provides for the automatic filing of a Stipulated Final Judgment if Defendant fails to comply with its terms, whereby Defendant is liable to Plaintiff for the full amount of \$368,000.00, with the Final Judgment accruing interest at the rate set forth in Section 55.03, Florida Statutes, as of September 5, 2025, in addition to attorneys' fees and costs.
10. Based on the foregoing, Plaintiff requests that a default be entered against Defendant for failure to comply with the terms of the Mediated Settlement Agreement, dated September 22, 2025, as required by law.

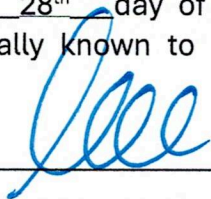
I declare under penalty of perjury under the laws of the State of Florida that the foregoing is true and correct to the best of my knowledge and belief.

Dated this 28th day of October, 2025.



Jason Hamilton Mikes, JD, MBA
Affiant

Sworn to and subscribed before me on this 28th day of October, 2025, by Jason Hamilton Mikes, JD, MBA, who is personally known to me or has produced appropriate identification and who took an oath.





NOTARY PUBLIC - STATE OF FLORIDA
Name: Cristina Leon
Commission No.: HH 368314
My Commission Expires: July 1, 2027

Filing # 236046639 E-Filed 11/18/2025 12:34:11 PM

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WINDSOR WEST
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1. Defendant, Shieldtech Roofing Solutions, LLC, is liable to Plaintiff, Windsor West Condominium Association, Inc., in the amount of \$368,000.00. Final Judgment shall bear interest at the applicable rate(s) set forth in Section 55.03, Florida Statutes, accruing as of September 5, 2025.
 2. This Court reserves jurisdiction to award Plaintiff its attorneys' fees and costs incurred in connection with enforcement of this Judgment and to enforce the terms of this Judgment.
- DONE AND ORDERED in Lee County, Florida.


11/18/2025 12:34:08
24-CA-000750

Keith R. Kyle, Circuit Court Judge 8718xmit
24-CA-000750 11/18/2025 12:34:08

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