IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT IN AND FOR MIAMI-DADE COUNTY, FLORIDA

MERCEDES DEL CARMEN PIEDRA RODRIGUEZ, an individual,

Plaintiff,

v.

ROLAND SANCHEZ-MEDINA, JR., an individual, KELLY MARIE SCOTT, an individual, ANDREW GIOVANNI PORTILLO, an individual, and SANCHEZ-MEDINA, GONZALEZ, LAGE, GOMEZ & MACHADO LLP, f/k/a SANCHEZ-MEDINA, GONZALEZ, QUESADA, LAGE, GOMEZ & MACHADO LLP, a Florida limited liability partnership,

Defendants.
_____/

CASE NO.: _____
Division: Circuit Civil
Judge: _____

COMPLAINT AND DEMAND FOR JURY TRIAL

Plaintiff, MERCEDES DEL CARMEN PIEDRA RODRIGUEZ ("Mercedes" or "Plaintiff"), by and through undersigned counsel, sues Defendants, ROLAND SANCHEZ-MEDINA, JR. ("Sanchez-Medina"), KELLY MARIE SCOTT ("Scott"), ANDREW GIOVANNI PORTILLO ("Portillo"), and SANCHEZ-MEDINA, GONZALEZ, LAGE, GOMEZ & MACHADO LLP, f/k/a Sanchez-Medina, Gonzalez, Quesada, Lage, Gomez & Machado LLP ("SMGQ" or the "Firm") (Sanchez-Medina, Scott, Portillo, and SMGQ, collectively, "Defendants"), and alleges:

INTRODUCTION

1. This is an action for legal malpractice, breach of fiduciary duty, constructive fraud, and partnership by estoppel. Mercedes is the surviving spouse of Francisco Martinez-Celeiro

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("Paco" or the "Decedent"), a Miami real-estate investor who reported a net worth of more than $350 million shortly before their marriage. Florida law entitled Mercedes, as Paco's surviving spouse, to elect to take thirty percent of his elective estate. She lost that right because of the professional failures of the lawyers and law firm she had relied on since 2018.

2. In 2018, Mercedes retained attorney Sanchez-Medina and SMGQ to represent her and protect her rights and interests in her marriage to Paco. Sanchez-Medina understood what that job required. He knew that Paco's sons—Max in particular—were hostile to Mercedes, and that when Paco died the administration of his estate was likely to become contentious.

3. Paco came to Defendants because he believed his son was influencing his own lawyers, and he asked Defendants to prepare a revocation of the couple's prenuptial agreement for a single purpose: to protect Mercedes from his family after his death. The revocation would restore Mercedes's rights as a surviving spouse and, most importantly, her right to an elective share of Paco's estate.

4. Protecting Mercedes required Defendants to do two things: execute the revocation so that it would withstand the challenge everyone anticipated, and, after Paco's death, preserve Mercede's right to an elective share of the estate. Defendants did neither.

5. First, Defendants botched the revocation. They drafted it in secret, without notice to Paco's counsel, represented both Paco and Mendez without a conflict check or waiver, while at the same time negotiating for Mercedes an amendment that ratified the very agreement being revoked. It then took three signings to produce a final version: the first had no witnesses; the second did not reference the executed amendment and was improperly notarized over a FaceTime video call. Throughout, Defendants skipped the ordinary safeguards a competent lawyer uses when an elderly spouse signs an instrument his heirs are expected to contest—independent counsel, a

contemporaneous capacity assessment by a medical expert, disinterested witnesses, a recording of the signing, and a written record of the client's instructions. Those failures handed Paco's sons the challenges they now assert against the revocation.

6. Second, after Paco died, Defendants mishandled Mercedes's interests in the administration of Paco's estate, allowing her right to an elective share to lapse.

7. On October 12, 2021, Sanchez-Medina had Mercedes sign, in his office, two instruments prepared by the personal representative's counsel, one of which waived service of the notice of administration.[1] Mercedes instructed him not to release them until the estate signed a tax indemnification agreement protecting her. That evening, Sanchez-Medina sent both signed instruments to the personal representative's counsel under a cover email that the probate court later found imposed no restriction on their use. The waiver was filed the next day. Under Florida law, that filing started a six-month period within which Mercedes had to file her election to take an elective share.

8. Sanchez-Medina received electronic service of that filing and never opened it. Despite the strict deadline that filing triggered, Sanchez-Medina did nothing to protect Mercedes's rights. He never determined the length of the election period, never calendared it, never advised Mercedes of it, never filed an election or a petition to extend the deadline, and never referred her to probate counsel who would have done so.

9. Only after the deadline had passed did the Firm research the "requirements for filing an elective share," and only months later did Sanchez-Medina confirm to Mercedes, in writing, that the six months had run.

[1] That instrument, titled Waiver of Priority, Consent to Appointment of Personal Representative, and Waiver of Notice and Bond, also waived Mercedes's priority for appointment as personal representative, consented to Max's appointment, and waived bond.

10. After retaining new counsel, Mercedes filed an election to take her elective share, but on August 12, 2026, the probate court struck and dismissed Mercedes's election with prejudice as untimely because it was filed after the six-month period triggered by the waiver Sanchez-Medina had Mercedes execute. Mercedes brings this action to recover the value of the elective share she would have received but for Defendants' negligence, together with her other resulting damages.

PARTIES, JURISDICTION, AND VENUE

11. This is an action for damages in excess of Fifty Thousand Dollars ($50,000.00), exclusive of interest, costs, and attorneys' fees, and is within the subject-matter jurisdiction of this Court pursuant to section 26.012(2)(a), Florida Statutes, because the amount in controversy exceeds the county-court limit of section 34.01(1)(c), Florida Statutes.

12. Plaintiff, Mercedes, is an individual who is *sui juris* and who resides in Broward County, Florida.

13. Defendant, Sanchez-Medina, is an individual who is *sui juris*, an attorney licensed by and a member of The Florida Bar, and a name partner of SMGQ. At all material times, Sanchez-Medina practiced law in Miami-Dade County, Florida.

14. Defendant, Scott, is an individual who is *sui juris* and who, at all material times, was an attorney licensed by The Florida Bar and an associate of SMGQ practicing in Miami-Dade County, Florida, principally in the area of estate planning. In her SMGQ correspondence, Scott also used the name "Kelly Marie Scott Oliveros." Scott worked on Mercedes's estate-planning matters, including the prenuptial agreement, its amendment, and its revocation.

15. Defendant, Portillo, is an individual who is *sui juris* and an attorney licensed by The Florida Bar who, at all material times, was an associate of SMGQ practicing in Miami-Dade

County, Florida, principally in the area of tax law. Portillo handled Mercedes's tax matters. He has since left SMGQ for another firm.

16. Scott and Portillo are referred to collectively as the "Associate Defendants." Each Associate Defendant personally performed legal services for Mercedes as an attorney of SMGQ, under Sanchez-Medina's supervision, and owed Mercedes the duties of an attorney with respect to that work. Allegations directed to "Defendants" are made against each Associate Defendant to the extent of that Associate Defendant's participation in the matters alleged.

17. Defendant, SMGQ, is a Florida limited liability partnership engaged in the practice of law, with its principal office at 201 Alhambra Circle, Suite 1205, Coral Gables, Miami-Dade County, Florida 33134. SMGQ does business as "SMGQ Law." SMGQ registered with the Florida Department of State as a limited liability partnership on September 1, 2009, under registration number LLP090003513, under the name "Sanchez-Medina, Gonzalez, Quesada, Lage, Gomez & Machado LLP." In 2025, SMGQ amended its partnership statement to remove "Quesada" from its name, and it is now registered as "Sanchez-Medina, Gonzalez, Lage, Gomez & Machado LLP." SMGQ's registered agent is Joseph R. Gomez, Esq., at the same address. References to "SMGQ" or the "Firm" include the limited partnership under both its former and current names.

18. At all material times, Sanchez-Medina acted within the course and scope of his limited partnership in, and employment with, SMGQ, and on SMGQ's behalf. The other SMGQ attorneys who worked on Mercedes's matters, including Scott, Portillo, and Alexandra Cimo, Esq., likewise acted within the course and scope of their employment with SMGQ and under Sanchez-Medina's supervision.

19. Personal jurisdiction over Defendants is proper because Defendants reside in, maintain their offices in, and committed the acts and omissions alleged herein in Florida.

20. Venue is proper in Miami-Dade County, Florida, pursuant to sections 47.011 and 47.021, Florida Statutes, because at least one Defendant resides in Miami-Dade County, the causes of action accrued in Miami-Dade County, and the underlying probate proceeding was pending in Miami-Dade County.

GENERAL ALLEGATIONS

Defendants' Representation of Mercedes

21. In or about July 2018, Mercedes retained Sanchez-Medina and SMGQ to represent her in negotiating a prenuptial agreement with Paco.

22. From 2018 forward, SMGQ and Sanchez-Medina represented Mercedes continuously on a range of matters, including the prenuptial agreement, its later amendment, the revocation, her real estate, corporate structuring, tax matters, estate planning, and—after Paco's death—her rights and interests in Paco's estate and trusts. SMGQ opened Mercedes as a client under client-matter number 3898.0001, assigned her matters to its attorneys, and billed her for their services, which Mercedes paid.

23. Sanchez-Medina was the lawyer at SMGQ in charge of Mercedes's matters. In August 2024, he testified under oath that Mercedes "is a client of mine," that his representation of her began in 2018 and "continues to this day," and that it had never been terminated.

24. The other SMGQ attorneys on Mercedes's matters worked under Sanchez-Medina's direction. Scott handled estate-planning work; Portillo handled tax matters; and Ms. Cimo worked on matters concerning Paco's estate and trusts.

25. Sanchez-Medina practices corporate, real-estate, and tax law, and he has never practiced litigation. He has admitted under oath that his probate experience is limited to "minor, minor probate things"; that he is not qualified to handle probate administration; that, in 2021, no

lawyer at SMGQ practiced probate administration; and that he would "generally" refer contested or complex probate matters to other counsel.

26. Notwithstanding that admitted lack of probate experience and expertise, Defendants undertook to advise Mercedes and protect her interests in Paco's estate and probate proceeding, and they did not refer her to, or associate with, qualified probate counsel before her election deadline expired.

The Prenuptial Agreement and the Amendment

27. On September 7, 2018, Mercedes and Paco executed a prenuptial agreement (the "Prenuptial Agreement"). Paco was represented by his own counsel, Vivian A. Jaime, Esq. Mercedes was represented by Sanchez-Medina and SMGQ, who executed a certificate of counsel on her behalf.

28. Among other things, the Prenuptial Agreement provided for Mercedes and Paco to own the marital home and a property-holding company together, and for Mercedes to benefit, as contingent beneficiary, from an irrevocable trust that holds the membership interests in another property-holding company. In Section 19(b), it purported to waive Mercedes's right to an elective share and her other rights as a surviving spouse in Paco's estate.

29. Section 41 of the Prenuptial Agreement provided that it "may be mutually revoked by the Parties, but only if done so in writing signed by both of the Parties with their signatures witnessed by two (2) witnesses and notarized."

30. Mercedes and Paco married on September 10, 2018.

31. In May 2020, Mercedes and Paco executed an Amendment to Prenuptial Agreement (the "Amendment"), under which Paco conveyed additional real property to entities held by Mercedes and Paco as tenants by the entireties. Sanchez-Medina and SMGQ represented

Mercedes in connection with the Amendment, and Scott drafted it. The Amendment provides that "the Prenuptial Agreement and all the terms, provisions and conditions thereof shall remain in full force and effect and are hereby ratified and affirmed."

Paco Asks Defendants to Revoke the Prenuptial Agreement

32. In late 2019 or January 2020, Paco informed Sanchez-Medina that he wanted to revoke the Prenuptial Agreement. As Sanchez-Medina has testified, "Paco told me that he wanted to change his postnuptial agreement or the prenup, but he felt that his son was unduly influencing his attorneys and that they wouldn't do as he directed or instructed because of the influence of his son, and so he requested that we prepare a revocation."

33. Paco told Sanchez-Medina that his sons—particularly Francisco Maximiliano Martinez Miyashiki ("Max"), who later became the personal representative of Paco's estate (the "Personal Representative")—had a strained relationship with Mercedes, that he was concerned they would create problems after his death, and that the revocation was necessary to protect Mercedes's rights and keep the probate proceedings from becoming contentious.

34. Sanchez-Medina has described the purpose of the revocation this way:

> The revocation was to protect Mercy. He thought that—they both thought that their son would not be fair with her, that she had a tortured four or five or six years with their family, that they always degraded her, made her feel, you know, less than human. They were nasty with her; Max, in particular. You know, I think the two other brothers lived in Spain, and Paco wanted to protect her.

35. Sanchez-Medina understood that Paco "wanted to give Mercy the ability to use the revocation if his family wasn't fair to her," and that, after Paco's death, the decision whether to use it would rest in Mercedes's "sole and absolute discretion." That decision would be Mercedes's to make only if her rights under the revocation were preserved.

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36. Despite the clear conflict of interest and the knowledge that Paco was represented in the matter by other counsel, Sanchez-Medina undertook to represent both Mercedes and Paco in preparing and executing the revocation. Defendants ran no conflict check, obtained no written waiver of the conflict from either spouse, and opened no matter and prepared no engagement letter for Paco. SMGQ prepared every version of the revocation in Mercedes's own client file, under her client-matter number, as the document trailer on each version reflects: "R:\3898.0001\Prenuptial Agreement\Revocation of Prenuptial Agreement.doc."

37. Defendants thus knew from the outset that (a) Paco's sons were likely to challenge Mercedes's rights after his death; (b) the revocation would be the target of that challenge; and (c) its value to Mercedes—as protection and as leverage—depended both on its surviving that challenge and on Mercedes's timely assertion, after Paco's death, of the surviving-spouse rights it restored, chief among them her right to take an elective share.

What a Revocation Built to Withstand Challenge Required

38. After marriage, a premarital agreement may be revoked "only by a written agreement signed by the parties." § 61.079(6), Fla. Stat. The Prenuptial Agreement imposed additional requirements: a writing signed by both spouses, with their signatures witnessed by two witnesses and notarized.

39. A revocation that restores a surviving spouse's elective-share rights also implicates the Florida Probate Code, which the premarital-agreement statute leaves undisturbed. § 61.079(10), Fla. Stat. Section 732.702(1), Florida Statutes, requires that a waiver of a surviving spouse's elective share be "signed by the waiving party in the presence of two subscribing witnesses." Because the revocation was meant to undo exactly such a waiver, a competent attorney

would have executed it with the same formality, so that no one could argue that it fell short of the statutes or the Prenuptial Agreement.

40. Revocations of marital agreements signed by an elderly spouse are frequently challenged by disappointed heirs on grounds of incapacity and undue influence. A competent attorney preparing such an instrument—particularly one he knows the heirs will challenge—therefore builds a record at the time of execution that defeats those challenges before they start. Among other things, a competent attorney:

(a) prepares a single, stand-alone instrument that identifies and revokes every agreement being revoked;

(b) ensures that the elderly spouse is advised by his own independent counsel, who takes instructions directly from him, confirms his objectives privately, and documents that the decision is his own;

(c) keeps the spouse who benefits from the instrument, and her lawyer, out of the process of procuring it, so that the beneficiary does not select or instruct the drafting attorney, arrange the witnesses or notary, attend the signing, or keep the executed original;

(d) obtains a contemporaneous assessment of the elderly spouse's capacity, including a physician's statement close in time to the signing and the attorney's own written assessment that the signer was oriented and understood the nature and effect of the instrument;

(e) has the instrument signed before disinterested subscribing witnesses physically present with the signer, and before a notary who is either physically present or performing a lawful online notarization;

(f) records the signing, including the attorney's explanation of the instrument and the signer's confirmation that he understands it and is acting voluntarily, and obtains the signer's signed acknowledgment of understanding;

(g) documents that the signer understands the financial consequences of the instrument;

(h) keeps a file of notes, assessments, and correspondence showing the signer's instructions, the independent advice he received, and the voluntariness of his decision; and

(i) where time allows, has the signer reaffirm the instrument in a later writing, again with independent counsel.

Three Signings, and the Safeguards Defendants Skipped

41. Sanchez-Medina delegated the drafting to Scott. On January 29, 2020, Scott drafted an authorization to record a meeting and a revocation of the Prenuptial Agreement and sent the revocation to Sanchez-Medina, who reviewed it and conferred with her the same day. Scott's draft bore the date January 1, 2020. Like every later version, it recited Section 41's witnessing and notarization requirements. Scott and Sanchez-Medina therefore knew the formalities on which the revocation's validity depended.

42. Paco and Mercedes signed three successive versions of the revocation: on April 8, 2020, June 4, 2020, and June 24, 2020.

43. The first version was signed and notarized on April 8, 2020, but without any subscribing witnesses. Sanchez-Medina has admitted that he does not "see it as being duly executed," because the Prenuptial Agreement requires that a revocation be notarized and

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witnessed. Defendants did not advise Paco to re-execute it; according to Sanchez-Medina, "they came to that conclusion on their own."

44. While the revocation was being prepared, Scott and Portillo, at Sanchez-Medina's direction, worked on proposed transfers of property from Paco's holding company, Compania Yacuma, Inc., for Mercedes's benefit. Scott drafted letters in Paco's name, dated April 6 and April 8, 2020, asking Paco's estate-planning attorney, Alex Espenkotter, Esq., to complete the transfers. Mr. Espenkotter responded by asking to be included in any further discussions with Paco. The Personal Representative now invokes those letters, written in Paco's name by Mercedes's lawyers while the revocation was being kept from Paco's own counsel, against Mercedes.

45. Weeks later, Defendants negotiated the Amendment for Mercedes. Scott drafted it between April 27 and May 4, 2020, and sent it to Paco's counsel on May 4. In May 2020—after the April 8 attempt to revoke the Prenuptial Agreement—Scott completed the Amendment, and Mercedes and Paco signed it.

46. Despite the pending revocation, the Amendment provides that the Prenuptial Agreement remains "in full force and effect" and is "ratified and affirmed." Defendants did nothing to reconcile the two instruments or to warn Mercedes that the Amendment could be used against the revocation. The Personal Representative now relies on that clause to argue that Mercedes ratified the Prenuptial Agreement, including its elective-share waiver, and is barred by waiver, estoppel, and ratification from relying on the revocation.

47. On June 4, 2020, Paco and Mercedes signed a second version at Paco's home in Key Biscayne. Sanchez-Medina and Mercedes's father signed it as subscribing witnesses. Like the April 8 version, the June 4 version recited only the Prenuptial Agreement executed on September

7, 2018; it did not mention, much less revoke, the Amendment that Paco and Mercedes had signed, with Defendants' assistance, two weeks earlier.

48. The June 4 version also was not validly notarized. The notary, Ana Cristina Carrodeguas—the person who had introduced Sanchez-Medina to Mercedes—was not physically present when Paco and Mercedes signed it; she watched the signing over a FaceTime video call. Her certificates nonetheless state that the June 4 version was "[s]worn to and subscribed before me by means of . . . online notarization." Under Part II of chapter 117, Florida Statutes, an online notarization is a notarial act performed "using electronic means" by a notary public who "has registered with the Department of State to perform online notarizations," and the online notary must confirm each signer's identity and record the audio-video session. §§ 117.201(9)–(10), 117.225, 117.265, Fla. Stat. (2020). Upon information and belief, Ms. Carrodeguas was not registered as an online notary public, and the June 4 video call was not recorded. Sanchez-Medina, who attended the June 4 signing and signed as a subscribing witness, knew that Ms. Carrodeguas was not physically present.

49. SMGQ then revised the instrument to recite the Amendment and to revoke it together with the Prenuptial Agreement. On June 24, 2020, at Paco's home in Key Biscayne, Paco and Mercedes signed that third version, a written Revocation of Prenuptial Agreement (the "Revocation"), which revoked both the Prenuptial Agreement and the Amendment. The Revocation bears the signatures of two subscribing witnesses and is notarized.

50. Sanchez-Medina attended the June 24 signing, but has testified that he did not arrange for any witnesses. Because of the COVID-19 pandemic, Paco remained inside the house, masked, while Sanchez-Medina stayed outside. Sanchez-Medina has testified that, when Paco signed, "I was in the outside area, the pool area"; that Paco was "[i]nside the house," "probably

like ten feet away from me," but was visible through a door or window. Sanchez-Medina nonetheless signed the Revocation as one of its two subscribing witnesses. The other subscribing witness was Mercedes's father.

51. Sanchez-Medina has testified that his representation of Paco extended only to the "preparation" of the Revocation, not to its execution. Yet he was the drafting lawyer, attended the execution, and attested to it as a witness—all while representing the spouse who benefited from it.

52. Across all three signings, Defendants skipped the safeguards described in paragraph 40. Among other things, Defendants:

(a) used three instruments over three months—the first unwitnessed and the second omitting the Amendment—rather than a single, stand-alone instrument revoking every agreement;

(b) did not ensure that Paco received advice from independent counsel; instead, Sanchez-Medina, Mercedes's own lawyer, acted for Paco himself, kept Paco's counsel uninformed, and documented no informed consent from either spouse;

(c) did not arrange disinterested witnesses or a notary on Paco's behalf; the witnesses to the June signings were Sanchez-Medina himself and Mercedes's father, and the notary was the person who had introduced Sanchez-Medina to Mercedes;

(d) did not obtain any medical or other contemporaneous assessment of Paco's capacity, even though Paco was in his eighties and Defendants expected his sons to challenge the Revocation;

(e) did not record any of the signings or have Paco sign an acknowledgment confirming that the Revocation had been explained to him, that he understood its effect, and that he was acting voluntarily;

(f) did not document that Paco understood the financial consequences of the Revocation, including that it would entitle Mercedes to elect thirty percent of his elective estate;

(g) never had Paco sign the authorization to record that Scott had drafted, took no notes of Sanchez-Medina's conversations with Paco, sent no confirming correspondence, and made no writing reflecting Paco's instructions, intent, capacity, or the circumstances in which the Revocation could be used;

(h) left the executed Revocation with Mercedes rather than with counsel for Paco; and

(i) never asked Paco to reaffirm the Revocation, although he lived for more than fourteen months after signing it.

The Execution Failures Invited the Challenges Paco Feared

53. Defendants' failures handed the Personal Representative the very challenges the Revocation was meant to foreclose. In the probate proceeding over Paco's estate, the Personal Representative has argued that the Amendment and Mercedes's conduct ratified the Prenuptial Agreement, and he has pleaded as affirmative defenses that the Revocation was procured "in violation of the Florida Bar Rule prohibiting contact with a represented individual" and while Paco "had severely diminished capacity." The probate court expressly reserved the undue-influence and capacity challenges to the Revocation.

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54. The Revocation satisfied the formalities required by the Prenuptial Agreement and Florida law and was valid and effective to restore Mercedes's statutory rights as Paco's surviving spouse, including her right to an elective share. Had Defendants executed it with the safeguards described in paragraph 40, the record of its execution would have foreclosed the challenges the Personal Representative now asserts.

Paco's Death, the Elective Share, and the Deadline

55. Paco died on September 1, 2021, survived by Mercedes. Paco's will poured his residuary estate into the Francisco Martinez-Celeiro Revocable Trust, and, upon information and belief, the substantial majority of Paco's wealth was held through that trust and through closely held entities, including Compania Yacuma, Inc.

56. In a statement of net worth attached to the Prenuptial Agreement, Paco reported that, as of May 1, 2018, his total assets and net worth were $351,326,233.

57. As Paco's surviving spouse, Mercedes had the right to elect to take an elective share of thirty percent of Paco's elective estate, which includes, among other property, property held in his revocable trust. §§ 732.201, 732.2035, 732.2065, Fla. Stat.

58. An election to take elective share must be filed on or before the earlier of six months after service of a copy of the notice of administration on the surviving spouse or two years after the decedent's death. § 732.2135(1), Fla. Stat. A surviving spouse may obtain more time only by petitioning for an extension within the period allowed by section 732.2135(2), Florida Statutes.

59. When service of the notice of administration has been waived, "service is deemed to occur on the date the waiver is filed." § 733.212(8), Fla. Stat. The filing of a waiver therefore starts the six-month election period.

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60. A reasonably competent attorney in the South Florida legal community who undertakes to advise a surviving spouse concerning instruments to be filed in her deceased husband's probate proceeding knows, or would determine through reasonable inquiry, the existence and length of the elective-share deadline and the effect that a waiver of service of the notice of administration has on that deadline.

61. Sanchez-Medina knew, before Paco died, that the elective share was the principal right the Revocation restored and that a surviving spouse's election "needs to be elected within a certain period of time from the commencement of an administration." He has admitted, however, that he did not know the length of that period—"whatever it be, 90, 180, whatever the case may be"—and he never took steps to find out. The protection the Revocation gave Mercedes existed only as long as her right to elect remained available.

October 12–14, 2021: The Notice Waiver

62. On October 11, 2021, Max, as the nominated personal representative of Paco's estate, through his counsel, Jared Gelles, Esq., and Elizabeth D. Grant, Esq., of Stolzenberg Gelles Flynn & Arango, LLP ("Personal Representative's Counsel"), filed a Petition for Administration in the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, Probate Division, styled *In re Estate of Francisco Martinez-Celeiro*, Case No. 2021-005020-CP-02 (the "Probate Proceeding").

63. On October 12, 2021, Personal Representative's Counsel emailed Sanchez-Medina, as Mercedes's counsel, the file-stamped Petition for Administration and two separate instruments for Mercedes's signature: (a) a Joinder, Waiver and Consent to Emergency Petition for Appointment of Personal Representative to Meet Tax Deadline (the "Tax Joinder"); and (b) a Waiver of Priority, Consent to Appointment of Personal Representative, and Waiver of Notice and

Bond (the "Notice Waiver"). Personal Representative's Counsel asserted an October 15, 2021 deadline for Paco's tax returns, wrote that "[t]ime is of the essence," and sent the two instruments three times that day. The last of those emails followed a telephone call with Sanchez-Medina and attached a draft emergency petition describing Sanchez-Medina as "counsel for the spouse." Sanchez-Medina never objected to that description.

64. The Notice Waiver provided that Mercedes "waives service of the Notice of Administration upon the undersigned." Sanchez-Medina read the Notice Waiver as waiving service of the Notice of Administration.

65. Days earlier, on October 6, 2021, Sanchez-Medina and Portillo had advised in writing that a tax indemnification agreement (the "TIA"), under which Paco's estate would indemnify Mercedes, was needed before Mercedes signed tax-related documents.

66. On the afternoon of October 12, 2021, Mercedes met with Sanchez-Medina at SMGQ's office and, at his direction and in reliance on his advice, signed both the Tax Joinder and the Notice Waiver.

67. Mercedes's first language is Spanish. She reads English imperfectly and, when she does not understand something, must ask for clarification. Sanchez-Medina knew this.

68. Sanchez-Medina told Mercedes that the documents she was signing concerned only tax matters. He did not distinguish the Notice Waiver from the Tax Joinder. He did not explain that the Notice Waiver waived service of the Notice of Administration, that filing it would start a six-month period within which she had to file an election to take elective share, or that missing that period could forfeit her elective share entirely.

69. Mercedes instructed Sanchez-Medina that the signed documents were not to be released or filed until the TIA was executed and delivered. Sanchez-Medina has acknowledged, in

a sworn affidavit and in deposition, that Mercedes told him not to release the documents without her authorization and that they were to be held until the TIA was executed. Sanchez-Medina did not reduce that instruction to a writing signed by Mercedes or by Personal Representative's Counsel, did not obtain the agreement of Personal Representative's Counsel to hold the documents, and did not prepare an escrow agreement.

70. At 5:45 p.m. on October 12, 2021, Sanchez-Medina emailed Personal Representative's Counsel, copying Portillo, attaching both signed instruments combined in a single PDF file titled "Consent Forms.pdf" (the "October 12 Email"). The October 12 Email stated, in its entirety:

> Jared,
> Attached find the Consents duly executed by my client. We will circulate the Tax Indemnification Agreement ("TIA) as soon as possible but we are under our own 10/15 emergences. I recommend that you send me whatever Mercy has to sign so I can get it signed and hold on to them until the TIA is executed.
> I'm glad you are involved.
> Roland

71. A true and correct copy of the October 12 Email, with its attachment, is attached as Exhibit A.

72. The October 12 Email did not identify the Notice Waiver by name, did not separate it from the Tax Joinder, did not state that either instrument was not to be filed, and did not clearly condition the use of either instrument on execution of the TIA. Its only "hold on to them" language could be read to refer to documents Mercedes had not yet signed—as the probate court ultimately read it.

73. Portillo prepared the initial draft of the TIA. Although Portillo and Sanchez-Medina had advised on October 6 that the TIA had to be in place before Mercedes signed tax-related documents, no TIA had been finalized, much less executed, when the signed instruments were

released to Personal Representative's Counsel. Portillo received the October 12 Email, which delivered both signed instruments to Personal Representative's Counsel without an executed TIA and without any effective restriction on their use. He took no action to secure their return or an effective restriction on their filing, and he did not advise Mercedes of the Notice Waiver's effect on her election deadline. The TIA was never executed.

74. On October 13, 2021, Personal Representative's Counsel filed the Notice Waiver and the Tax Joinder in the Probate Proceeding. A true and correct copy of the Notice Waiver as filed is attached as Exhibit B.

75. Sanchez-Medina was listed on the Florida Courts E-Filing Portal service list in the Probate Proceeding as Mercedes's counsel and received electronic service of the October 13, 2021 filings. He has admitted that he "did not open the e-mail or any of the attachments." He also received electronic service of later filings, including the October 19, 2021 Order Admitting Will and Appointing Personal Representative and the Letters of Administration, and he never asked to be removed from the service list.

76. The next day, October 14, 2021, Mercedes wrote to Sanchez-Medina, in Spanish, that she no longer needed to sign one of the estate's tax returns because, as she put it, "I think that waiver from yesterday gave Max the power to do it alone, and now he doesn't want to sign the indemnification agreement." Sanchez-Medina was thus told in writing, the day after the filing, that the instruments had been put to use and that the condition Mercedes had placed on their release was failing. Portillo, too, was on notice. Minutes before Mercedes's email, the accountant preparing the tax filings, Liliana Carvajal, had written to Mercedes, Sanchez-Medina, and Portillo that the filing had been sent that morning and that "it was fine with just Max's signature."

77. Sanchez-Medina did not respond by moving to withdraw or set aside the Notice Waiver, by demanding that Personal Representative's Counsel withdraw it, or by advising Mercedes that its filing had started the period within which she had to elect her elective share. As the probate court later observed, "if the consent was not authorized to be filed," the expected response would have been "an emergency motion to withdraw [the] filing." No such motion was ever filed.

Defendants Kept Working on the Estate but Let the Deadline Expire

78. Throughout the election period, Defendants continued to represent Mercedes in matters concerning Paco's estate and trusts. On October 29, 2021, Sanchez-Medina wrote to Ms. Jaime, as trustee of Paco's irrevocable trust, on SMGQ letterhead, invoking Section 9(e)(iii) of the Prenuptial Agreement and requesting that the trust's membership interests in Montero Florida Group, LLC be transferred to entities designated by Mercedes. In November 2021, Sanchez-Medina pressed Paco's trustee and estate-planning counsel to complete those distributions. On December 14, 2021, Portillo, copying Sanchez-Medina and Ms. Cimo, emailed Ms. Jaime demanding an executed Assignment and Assumption of Membership Interests transferring entity interests to Mercedes "as soon as possible." That month, SMGQ attorneys also advised Mercedes about, and communicated with Personal Representative's Counsel concerning, further consents the Personal Representative requested in the Probate Proceeding.

79. Defendants pursued those post-death distributions under the Prenuptial Agreement and the Amendment while knowing of the Revocation, and without advising Mercedes that such conduct could be asserted against her elective-share rights.

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80. Sanchez-Medina never placed an elective-share deadline on his calendar. SMGQ had no formal procedures for calendaring deadlines or for reviewing electronic service received by its transactional attorneys.

81. At no time before April 13, 2022 did Sanchez-Medina, Portillo, Ms. Cimo, or anyone else at SMGQ: (a) determine or calendar the deadline for Mercedes's election; (b) advise Mercedes of that deadline or of the effect of the filed Notice Waiver on it; (c) file, or advise Mercedes to file, an election to take elective share, whether outright or on a protective basis; (d) file, or advise Mercedes to file, a petition under section 732.2135(2), Florida Statutes, to extend the time for making the election; (e) move to strike, withdraw, or set aside the Notice Waiver; or (f) refer Mercedes to, or associate with, probate counsel to protect her elective-share rights.

82. Under the probate court's later ruling, the six-month period triggered by the October 13, 2021 filing of the Notice Waiver expired on April 13, 2022. No election and no petition to extend the election period was filed before then.

83. Mercedes held the executed Revocation throughout the election period, and Defendants knew it. Had Sanchez-Medina accurately explained the deadline and the consequences of inaction while a timely election remained available, Mercedes would have authorized and pursued a timely election to preserve the rights the Revocation restored.

After the Deadline: Misstatements and Delay

84. On April 29, 2022, Mercedes wrote to Sanchez-Medina that she had trusted him as her lawyer; that she had told him that, before sending the "Consent and waiver of notice" she signed in his office, he had to wait for the TIA to be signed and delivered; and that, in their telephone conversation that day, he had admitted that "it was [his] mistake."

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85. On May 5, 2022, after meeting with Mercedes, Sanchez-Medina wrote to her that he had "investigated whether I sent a 'Consent and Waiver of Notice,'" that "[t]hey never signed a Tax Indemnity Agreement, so I never sent any Consent and Waiver," and that she must instead be referring to the Tax Joinder. That statement was false: Sanchez-Medina had sent both the Tax Joinder and the Notice Waiver to Personal Representative's Counsel on October 12, 2021.

86. SMGQ's invoice to Mercedes reflects that, on May 5, 2022—more than three weeks after the deadline had expired—Ms. Cimo performed "[r]esearch to determine requirements for filing an elective share"; that Sanchez-Medina met with her on May 10, 2022 to discuss filing an elective-share election; and that, on May 13, 2022, she reviewed the docket and the "waiver of consent signed by M. Piedra Rodriguez" and researched "effective waivers of notice." Defendants did not tell Mercedes that her deadline had passed, did not advise her of any available remedy, and did not advise her to seek independent counsel.

87. On July 21, 2022, in an exchange of emails, Sanchez-Medina forwarded the filed Notice Waiver to Mercedes. When Mercedes asked whether the document she had signed in his office was "only for tax purposes," as he had told her, Sanchez-Medina responded that "[w]e won't be able to win the waiver issue." When Mercedes asked how he could have let her sign the waiver knowing of the Revocation, he wrote that "[t]he only waiver I knew you signed is the tax waiver," and that "[t]he execution of the other waiver does not prevent you from claiming the Elective Share; it gives you a 6-month period to do so." When Mercedes responded that the six months had passed, Sanchez-Medina answered: "Yes." A true and correct copy of the July 21, 2022 email exchange, with English translations of the Spanish-language portions, is attached as Composite Exhibit C.

88. Even then, Sanchez-Medina did not advise Mercedes that she had a potential claim against him and the Firm, or that she should seek independent counsel concerning that claim, and he continued to represent her.

The Probate Court Strikes Mercedes's Election

89. On August 31, 2023—within two years of Paco's death, but more than sixteen months after the six-month deadline had expired—Mercedes, through other counsel, filed her Election to Take Elective Share in the Probate Proceeding (the "Election").

90. The Personal Representative opposed the Election and, on May 18, 2026, moved for summary judgment, arguing that the Election was time-barred because the filing of the Notice Waiver on October 13, 2021 had started the six-month election period and, alternatively, that the Election was barred by waiver, ratification, and equitable estoppel.

91. Following a hearing on July 21, 2026, the probate court (Hon. José L. Fernández) entered its Order Granting Personal Representative's Motion for Summary Judgment Barring Mercedes's Elective Share Election, filed for record on August 12, 2026 (the "Order").

92. The Order states that it "rests principally on a narrow, purely legal, and independently dispositive ground: the Election … was untimely." The court found that Sanchez-Medina transmitted both signed instruments to Personal Representative's Counsel in a single PDF file; that the October 12 Email "contains no instructions that the executed Consents be withheld from filing, no condition precedent to their use, no reference to holding them in escrow, and no reservation of any kind"; and that its "hold on to them" language was "a recommendation, not an instruction, and much less an escrow agreement between members of the Bar." The court also found that Sanchez-Medina "was on the service list as Mercedes's counsel and received electronic notice of" the October 13, 2021 filings.

93. The probate court held that service of the Notice of Administration on Mercedes was deemed to have occurred on October 13, 2021, the date the Notice Waiver was filed; that Mercedes's election deadline expired on April 13, 2022; that no petition for enlargement of that period "was ever filed within the time permitted by §732.2135(2)"; and that relief under that section was no longer available. The court cited Sanchez-Medina's July 21, 2022 email advising Mercedes that "we will not be able to win the issue of the waiver," which it described as written "because he realized he missed the deadline." The court found "no genuine dispute of material fact as to the validity or effectiveness of the Waiver of Notice," struck and dismissed the Election with prejudice as untimely, and reserved jurisdiction to determine entitlement to and the amount of attorneys' fees and costs.

94. The Order did not reach the merits of Mercedes's entitlement to an elective share. The court stated that it considered the Personal Representative's defenses of ratification, equitable estoppel, and waiver but did "not need to reach them," and it "expressly reserve[d]" the questions whether the Revocation was procured by undue influence and whether Paco lacked capacity to execute it.

95. No motion for rehearing was filed and no appeal was taken from the Order, and the time for doing so has expired. The Personal Representative's September 30, 2026 motion for sanctions remains pending.

Causation and Damages

96. But for Defendants' acts and omissions, Mercedes would have filed a timely election to take elective share, and her election would have been adjudicated on its merits. Even if Mercedes authorized delivery and filing of the Notice Waiver, a timely election during the six

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months that followed would have avoided the only ground on which the probate court dismissed her Election.

97. Had Mercedes's election been adjudicated on its merits, Mercedes would have prevailed. The Revocation revoked the Prenuptial Agreement, including its elective-share waiver, and restored Mercedes's statutory right to an elective share. She would have established that the Revocation was validly executed with the formalities required by the Prenuptial Agreement and by Florida law.

98. The Revocation did not divest Mercedes of property already conveyed to her, or of interests already vested in her, under completed *inter vivos* transfers. Those transfers included the marital home at 773 Woodcrest Road, Key Biscayne, and the membership interests in 9310 LLC, each of which she and Paco held as tenants by the entireties; the membership interests in F&M Montero Holding, LLC, which the Amendment provides are owned by Mercedes and Paco as tenants by the entireties; and Mercedes's interest as contingent beneficiary of the irrevocable trust established under the Prenuptial Agreement. Her receipt of property under those completed transfers did not bar her election.

99. To the extent the Personal Representative's defenses of waiver, ratification, estoppel, and acceptance of benefits rest on Mercedes's post-death demand for and acceptance of distributions under the Prenuptial Agreement and the Amendment, those demands were made by and through Sanchez-Medina, Portillo, and SMGQ, on their advice, while they knew of the Revocation and without advising Mercedes that such conduct could later be characterized as a waiver or ratification of the Prenuptial Agreement or as estopping her from relying on the Revocation. A successful challenge based on waiver, ratification and estoppel would therefore be directly attributable to Defendants wrongful conduct.

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100. Mercedes would therefore have been entitled to thirty percent of Paco's elective estate, less the value of property chargeable against the elective share under section 732.2075, Florida Statutes. Upon information and belief, Paco's elective estate—including the assets of his revocable trust and his interests in Compania Yacuma, Inc. and related entities—was worth several hundred million dollars at his death, so that the net elective share Mercedes lost, after all applicable credits, substantially exceeds this Court's jurisdictional minimum.

101. In the alternative, to the extent the Revocation would not have been enforced—whether by reason of ratification by the Amendment, undue influence, lack of capacity, defective execution, or the circumstances of its procurement—that result would have been attributable to Defendants' negligent preparation and execution of the Revocation. Paco had the capacity to execute the Revocation and did so voluntarily. Had Defendants prepared and executed it with reasonable care and the safeguards described in paragraph 40, the record of its execution would have established those facts, the Revocation would have been enforced, and Mercedes would have been entitled to her elective share.

102. As a direct and proximate result of Defendants' acts and omissions, Mercedes has suffered damages, including: (a) the loss of the net value of the elective share she would have received; (b) the attorneys' fees and costs she paid to Defendants in connection with the matters on which they were negligent; (c) the attorneys' fees, costs, and expenses she has incurred in attempting to avoid or remedy the consequences of the untimely Election, including in opposing the Personal Representative's motion for summary judgment; (d) any attorneys' fees, costs, or sanctions assessed against her in the Probate Proceeding as a result of the untimely Election; and (e) interest. Mercedes seeks a single recovery of those damages, without duplication.

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Accrual and Conditions Precedent

103. Mercedes did not sustain a redressable harm, and her causes of action against Defendants did not accrue, until the probate court entered the Order adjudicating the Election untimely and the Order became final. Until then, the effect of the Notice Waiver on the Election—including whether the Notice Waiver was effective given the conditions on its delivery—remained in litigation and unresolved. The validity of the Revocation has not been adjudicated.

104. Sanchez-Medina, Portillo, and SMGQ continued to represent Mercedes after the deadline expired, and they misrepresented the facts of their error, including through Sanchez-Medina's false May 5, 2022 statement that he "never sent any Consent and Waiver."

105. All conditions precedent to the maintenance of this action have occurred, have been performed, or have been waived or excused.

106. Mercedes has retained the undersigned counsel to represent her in this action and is obligated to pay them a reasonable fee for their services.

COUNT I – LEGAL MALPRACTICE: LOSS OF THE ELECTIVE-SHARE ELECTION (Against Sanchez-Medina)

107. Mercedes realleges and incorporates by reference paragraphs 1 through 106 above as if fully set forth herein.

108. Mercedes employed Sanchez-Medina as her attorney, and an attorney-client relationship existed between them at all times material to this Count, including throughout the period from October 12, 2021 through April 13, 2022.

109. By virtue of that relationship, Sanchez-Medina owed Mercedes a duty to exercise the degree of reasonable knowledge, skill, care, and diligence ordinarily possessed and exercised by attorneys under similar circumstances, including a duty to protect her legal rights with respect

to the matters he undertook and the instruments he presented to her for signature and transmitted on her behalf.

110. Sanchez-Medina breached that duty. Without limitation, Sanchez-Medina:

(a) undertook to advise Mercedes concerning, and to obtain her signature on, instruments to be filed in the Probate Proceeding, despite his admitted lack of competence in probate matters, without acquiring the necessary knowledge and without referring Mercedes to, or associating, qualified probate counsel;

(b) failed to explain to Mercedes the nature and legal effect of the Notice Waiver, failed to distinguish it from the Tax Joinder, and affirmatively told her that the documents concerned only tax matters;

(c) failed to advise Mercedes that filing the Notice Waiver would start a six-month period within which she was required to file an election to take elective share, and that missing that period could forfeit her elective share;

(d) having been instructed that the signed instruments were not to be released until the TIA was executed, failed to implement that instruction, including by transmitting the Notice Waiver together with the Tax Joinder in a single file, under a cover email that did not identify the Notice Waiver, did not prohibit its filing, and did not condition its use on execution of the TIA, and by failing to obtain a written escrow or conditional-delivery agreement before releasing it;

(e) alternatively, to the extent Mercedes authorized, or Sanchez-Medina intended or understood, that the Notice Waiver would be filed, transmitted

it for filing without advising Mercedes of, and without taking steps to protect her against, its effect on her election deadline;

(f) failed to review, or to act upon, the electronic service he received of the October 13, 2021 filing of the Notice Waiver and of later filings in the Probate Proceeding;

(g) after the Notice Waiver was filed—and after Mercedes told him on October 14, 2021 that it had been put to use and that Max did not want to sign the TIA—failed to object to the filing, to move to strike, withdraw, or set it aside, or to advise Mercedes of its effect on her election deadline;

(h) failed to determine, calculate, calendar, or otherwise track the deadline for Mercedes's election, despite admittedly knowing that such a deadline existed;

(i) failed to advise Mercedes, before and after Paco's death, that the protection the Revocation afforded depended on her timely election to take elective share;

(j) failed to file, or to advise Mercedes to file, an election to take elective share, whether outright or on a protective basis, before April 13, 2022;

(k) failed to file, or to advise Mercedes to file, a petition under section 732.2135(2), Florida Statutes, to extend the time for making the election before April 13, 2022;

(l) demanded and pursued, on Mercedes's behalf, post-death performance of the Prenuptial Agreement and the Amendment while knowing of the Revocation, without advising Mercedes of the risk that such conduct would

be asserted as a waiver, ratification, or estoppel against her elective-share rights; and

(m) after the deadline expired, failed to promptly and accurately inform Mercedes of the error, of any remaining remedies, and of her need for independent counsel, and instead told her that he had never sent the Notice Waiver.

111. Sanchez-Medina's failures were not the exercise of informed professional judgment on an unsettled question of law. The elective-share deadline, and the effect of a filed waiver of service of the notice of administration on that deadline, are fixed by statute, and, by the standards of reasonable competence required of attorneys practicing in the South Florida community, those rights must be preserved. Sanchez-Medina knew that an election period existed but never determined its length or calendared it.

112. Sanchez-Medina's negligence was the proximate cause of Mercedes's loss. But for that negligence, Mercedes would have timely elected to take, and would have received, her elective share of Paco's elective estate. Even if Mercedes authorized delivery and filing of the Notice Waiver, a timely election during the six months that followed would have preserved her elective share.

113. As a direct and proximate result of Sanchez-Medina's negligence, Mercedes has suffered the damages described in paragraph 102.

WHEREFORE, Plaintiff, MERCEDES DEL CARMEN PIEDRA RODRIGUEZ, demands judgment against Defendant, ROLAND SANCHEZ-MEDINA, JR., for compensatory damages, prejudgment interest as allowed by law, taxable costs, and such other and further relief as the Court deems just and proper.

COUNT II – LEGAL MALPRACTICE: LOSS OF THE ELECTIVE-SHARE ELECTION (Against SMGQ)

114. Mercedes realleges and incorporates by reference paragraphs 1 through 106 above as if fully set forth herein.

115. Mercedes employed SMGQ as her law firm, and an attorney-client relationship existed between Mercedes and SMGQ at all times material to this Count. SMGQ opened Mercedes as a client, assigned her matters to its attorneys, and billed and collected fees from her for their services.

116. SMGQ owed Mercedes a duty to exercise the degree of reasonable knowledge, skill, care, and diligence ordinarily possessed and exercised by law firms and attorneys under similar circumstances.

117. SMGQ is liable for the negligence of its partner, Sanchez-Medina, and of its associates, including Portillo and Ms. Cimo, committed in the ordinary course of SMGQ's business and within the course and scope of their partnership or employment, including the acts and omissions alleged in paragraphs 62 through 88. § 620.8305, Fla. Stat.

118. SMGQ also breached its own duty to Mercedes by, without limitation:

(a) failing to maintain an adequate system for calendaring and tracking deadlines in client matters handled by its transactional attorneys, or for reviewing and acting upon electronic service received by those attorneys;

(b) permitting its attorneys to undertake work affecting a client's rights in a probate proceeding when, as Sanchez-Medina has admitted, no attorney at the Firm practiced probate administration, and failing to require referral to, or association of, qualified probate counsel;

(c) failing to supervise its attorneys' handling of Mercedes's matters, including Sanchez-Medina's transmission of the Notice Waiver and the Firm's failure to protect Mercedes's election deadline; and

(d) failing, after its associate researched the elective-share requirements and reviewed the filed Notice Waiver in May 2022, to inform Mercedes of the error and of her need for independent counsel.

119. SMGQ's negligence was a proximate cause of Mercedes's loss. But for that negligence, Mercedes would have timely elected to take, and would have received, her elective share of Paco's elective estate.

120. As a direct and proximate result of SMGQ's negligence, Mercedes has suffered the damages described in paragraph 102.

WHEREFORE, Plaintiff, MERCEDES DEL CARMEN PIEDRA RODRIGUEZ, demands judgment against Defendant, SANCHEZ-MEDINA, GONZALEZ, LAGE, GOMEZ & MACHADO LLP, for compensatory damages, prejudgment interest as allowed by law, taxable costs, and such other and further relief as the Court deems just and proper.

COUNT III – LEGAL MALPRACTICE: NEGLIGENT PREPARATION AND EXECUTION OF THE REVOCATION
(Against Sanchez-Medina, in the Alternative)

121. Mercedes realleges and incorporates by reference paragraphs 1 through 106 above as if fully set forth herein.

122. This Count is pleaded in the alternative. Mercedes alleges that the Revocation is valid and enforceable. To the extent Defendants contend, or the trier of fact determines, that Mercedes would not have obtained her elective share even with a timely election because the

Revocation is invalid or unenforceable—whether by reason of ratification by the Amendment, undue influence, lack of capacity, defective execution, or the circumstances of its procurement—that result was caused by the negligence alleged in this Count.

123. Mercedes employed Sanchez-Medina as her attorney in connection with the Revocation and the Amendment, and an attorney-client relationship existed between them throughout 2020. Sanchez-Medina owed Mercedes a duty to exercise the degree of reasonable knowledge, skill, care, and diligence ordinarily possessed and exercised by attorneys under similar circumstances, including a duty to prepare the Revocation and oversee its execution so that it would accomplish its purpose and withstand the challenge he knew Paco's sons would bring.

124. Sanchez-Medina breached that duty. Without limitation, Sanchez-Medina:

(a) undertook to represent Paco in connection with the Revocation while representing Mercedes, kept Paco's own counsel uninformed, and failed to ensure that Paco received independent advice;

(b) permitted the April 8, 2020 version to be signed without any subscribing witnesses;

(c) negotiated and procured Mercedes's execution of the Amendment, which ratified and affirmed the Prenuptial Agreement, while preparing the revocation of that same agreement, without reconciling the two instruments or protecting the revocation against the argument that the Amendment ratified the agreement being revoked;

(d) prepared a June 4, 2020 version that did not address the Amendment, and permitted it to be notarized over a FaceTime video call rather than in compliance with chapter 117, Florida Statutes;

(e) failed to arrange for disinterested subscribing witnesses physically present with Paco on June 24, 2020, and instead attested to Paco's signature himself, from outside the house, while serving as the drafting lawyer for the spouse who benefited from the Revocation;

(f) failed to obtain any contemporaneous assessment of Paco's capacity, to record the signing, or to obtain Paco's signed acknowledgment that the Revocation had been explained to him and that he was acting voluntarily;

(g) failed to document Paco's instructions, his intent, and his understanding of the Revocation's financial consequences, and kept no notes or other record of his conversations with Paco;

(h) left the executed Revocation in Mercedes's possession rather than with counsel for Paco, and never asked Paco to reaffirm the Revocation during the more than fourteen months he lived after signing it; and

(i) failed to advise Mercedes of the risks that the Amendment and the circumstances of the Revocation's preparation and execution posed to the Revocation and to the surviving-spouse rights it was intended to restore.

125. Paco had the capacity to execute the Revocation and did so voluntarily. Had Sanchez-Medina exercised reasonable care, the Revocation would have been executed in a manner, and with a record, that established its validity and defeated the challenges the Personal Representative now asserts, and Mercedes would have received her elective share.

126. As a direct and proximate result of Sanchez-Medina's negligence, Mercedes has suffered the damages described in paragraph 102.

WHEREFORE, Plaintiff, MERCEDES DEL CARMEN PIEDRA RODRIGUEZ, demands judgment against Defendant, ROLAND SANCHEZ-MEDINA, JR., for compensatory damages, prejudgment interest as allowed by law, taxable costs, and such other and further relief as the Court deems just and proper.

COUNT IV – LEGAL MALPRACTICE: NEGLIGENT PREPARATION AND EXECUTION OF THE REVOCATION
(Against SMGQ, in the Alternative)

127. Mercedes realleges and incorporates by reference paragraphs 1 through 106 above as if fully set forth herein.

128. This Count is pleaded in the alternative. Mercedes alleges that the Revocation is valid and enforceable. To the extent Defendants contend, or the trier of fact determines, that Mercedes would not have obtained her elective share even with a timely election because the Revocation is invalid or unenforceable—whether by reason of ratification by the Amendment, undue influence, lack of capacity, defective execution, or the circumstances of its procurement—that result was caused by the negligence alleged in this Count.

129. Mercedes employed SMGQ as her law firm in connection with the Revocation and the Amendment, and SMGQ owed her a duty to exercise the degree of reasonable knowledge, skill, care, and diligence ordinarily possessed and exercised by law firms and attorneys under similar circumstances.

130. SMGQ is liable for the negligence of its partner, Sanchez-Medina, and of its associate, Scott, in preparing and overseeing the execution of the Revocation and in preparing the Amendment, including the acts and omissions alleged in paragraphs 32 through 54, committed in the ordinary course of SMGQ's business and within the course and scope of their partnership or employment. § 620.8305, Fla. Stat.

131. SMGQ also breached its own duty to Mercedes by, without limitation:

(a) failing to supervise its associates' preparation of the Revocation and the Amendment and Sanchez-Medina's handling of the Revocation's execution; and

(b) failing to maintain an adequate system for identifying and resolving conflicts of interest, including with respect to the Firm's representation of Paco in connection with the Revocation, which the Firm handled in Mercedes's own client file while it represented her.

132. Paco had the capacity to execute the Revocation and did so voluntarily. Had SMGQ exercised reasonable care, the Revocation would have been executed in a manner, and with a record, that established its validity and defeated the challenges the Personal Representative now asserts, and Mercedes would have received her elective share.

133. As a direct and proximate result of SMGQ's negligence, Mercedes has suffered the damages described in paragraph 102.

WHEREFORE, Plaintiff, MERCEDES DEL CARMEN PIEDRA RODRIGUEZ, demands judgment against Defendant, SANCHEZ-MEDINA, GONZALEZ, LAGE, GOMEZ & MACHADO LLP, for compensatory damages, prejudgment interest as allowed by law, taxable costs, and such other and further relief as the Court deems just and proper.

COUNT V – LEGAL MALPRACTICE
(Against Scott, in the Alternative)

134. Mercedes realleges and incorporates by reference paragraphs 1 through 106 above as if fully set forth herein.

135. This Count is pleaded in the alternative. Mercedes alleges that the Revocation is valid and enforceable. To the extent Defendants contend, or the trier of fact determines, that Mercedes would not have obtained her elective share even with a timely election because the Revocation is invalid or unenforceable—whether by reason of ratification by the Amendment, undue influence, lack of capacity, defective execution, or the circumstances of its procurement—that result was caused by the negligence alleged in this Count.

136. Scott, as an attorney of SMGQ, undertook to perform legal services for Mercedes, including preparing the Revocation, the Amendment, and related estate-planning documents and correspondence. An attorney-client relationship existed between Mercedes and Scott with respect to that work, and Scott owed Mercedes a duty to exercise the degree of reasonable knowledge, skill, care, and diligence ordinarily possessed and exercised by attorneys under similar circumstances.

137. Scott breached that duty. Without limitation, Scott:

(a) prepared the Revocation, knowing that its validity depended on execution before two witnesses and a notary and that it was intended to withstand a challenge from Paco's sons, without taking steps to ensure that it would be properly executed or that a record of Paco's instructions, intent, and capacity would be made, and without ensuring that the authorization she drafted to record the meeting was signed;

(b) prepared and transmitted correspondence in Paco's name, on Paco's behalf, while representing Mercedes and while the Revocation was being prepared in secret, exposing the Revocation to challenges based on the circumstances of its procurement;

(c) drafted the Amendment, which ratified and affirmed the Prenuptial Agreement, after drafting the revocation and after the April 8, 2020 attempt to execute it, without reconciling the two instruments or protecting the revocation against the argument that the Amendment ratified the agreement being revoked; and

(d) failed to advise Mercedes of the risks that the Amendment and the circumstances of the Revocation's preparation posed to the Revocation and to the surviving-spouse rights it was intended to restore.

138. Paco had the capacity to execute the Revocation and did so voluntarily. Had Scott exercised reasonable care, the Revocation would have been prepared and executed in a manner, and with a record, that established its validity and defeated the challenges the Personal Representative now asserts, and Mercedes would have received her elective share.

139. As a direct and proximate result of Scott's negligence, Mercedes has suffered the damages described in paragraph 102.

WHEREFORE, Plaintiff, MERCEDES DEL CARMEN PIEDRA RODRIGUEZ, demands judgment against Defendant, KELLY SCOTT, for compensatory damages, prejudgment interest as allowed by law, taxable costs, and such other and further relief as the Court deems just and proper.

COUNT VI – LEGAL MALPRACTICE
(Against Portillo)

140. Mercedes realleges and incorporates by reference paragraphs 1 through 106 above as if fully set forth herein.

141. Portillo, as an attorney of SMGQ, undertook to perform legal services for Mercedes, including tax advice concerning the 2020 property transfers and, after Paco's death, preparation of the TIA and related work concerning Paco's estate and trusts. An attorney-client relationship existed between Mercedes and Portillo with respect to that work, and Portillo owed Mercedes a duty to exercise the degree of reasonable knowledge, skill, care, and diligence ordinarily possessed and exercised by attorneys under similar circumstances.

142. Portillo breached that duty. Without limitation, Portillo:

(a) having advised that the TIA had to be in place before Mercedes signed tax-related documents, failed to complete the TIA before the signed instruments were released, and acquiesced in the release of the Notice Waiver to Personal Representative's Counsel without an executed TIA or any effective restriction on its use;

(b) after receiving the October 12 Email, took no action to secure the return of the Notice Waiver or an effective restriction on its filing;

(c) continued to represent Mercedes in matters concerning Paco's estate and trusts throughout the election period, knowing that the Notice Waiver had been delivered to Personal Representative's Counsel, yet failed to determine or calendar the deadline for Mercedes's election, to advise Mercedes of that deadline or of the Notice Waiver's effect on it, to raise the deadline with Sanchez-Medina, or to ensure that a timely election or a petition to extend the time for making it was filed or that probate counsel was engaged; and

(d) pursued, on Mercedes's behalf, post-death performance of the Prenuptial Agreement and the Amendment while knowing of the Revocation, without

advising Mercedes of the risk that such conduct would be asserted as a waiver, ratification, or estoppel against her elective-share rights.

143. Portillo's negligence was a proximate cause of Mercedes's loss. But for that negligence, the Notice Waiver would not have been released without the protection Mercedes required, or Mercedes would have been advised of, and would have preserved, her election, and she would have received her elective share.

144. As a direct and proximate result of Portillo's negligence, Mercedes has suffered the damages described in paragraph 102.

WHEREFORE, Plaintiff, MERCEDES DEL CARMEN PIEDRA RODRIGUEZ, demands judgment against Defendant, ANDREW PORTILLO, for compensatory damages, prejudgment interest as allowed by law, taxable costs, and such other and further relief as the Court deems just and proper.

COUNT VII – BREACH OF FIDUCIARY DUTY
(Against Sanchez-Medina)

145. Mercedes realleges and incorporates by reference paragraphs 1 through 106 above as if fully set forth herein.

146. As Mercedes's attorney, Sanchez-Medina was her fiduciary and owed her duties of undivided loyalty, candor, and full disclosure, including the duty to avoid conflicts of interest and the duty to disclose to her promptly and truthfully all material facts bearing on her representation—including his own errors. This Count is based on those duties of loyalty and candor, which are independent of an attorney's duty of care.

147. Sanchez-Medina breached his fiduciary duties to Mercedes by, without limitation:

(a) undertaking to represent Paco in connection with the Revocation, in the face of a clear conflict of interest, while simultaneously representing Mercedes, whose interests in the marital agreements were adverse to Paco's, without running a conflict check, without disclosing the risks of the joint representation to Mercedes, and without obtaining her informed written consent—thereby exposing the Revocation, on which Mercedes's elective-share rights depended, to challenges based on the circumstances of its procurement;

(b) serving as a subscribing witness to the Revocation while acting as counsel in its preparation, without advising Mercedes of the risk that his dual role would be used to attack its validity;

(c) after learning that the Notice Waiver had been filed and that Mercedes's election deadline had expired, placing his own interest in avoiding liability ahead of Mercedes's interests by telling her, on May 5, 2022, that he "never sent any Consent and Waiver";

(d) withholding from Mercedes, in May 2022, what the Firm's research had revealed about the elective-share requirements and the filed Notice Waiver, including that her election deadline had already expired; and

(e) continuing to represent Mercedes after his interests had become adverse to hers, without disclosing that she had a potential claim against him and the Firm and without advising her to obtain independent counsel.

148. As a direct and proximate result of Sanchez-Medina's breaches of fiduciary duty, Mercedes has suffered damages, including impairment of her ability to enforce the Revocation and

to obtain her elective share; delay in obtaining independent advice and in pursuing available remedies; and the attorneys' fees and costs she paid to Defendants and has incurred as a result of those breaches.

WHEREFORE, Plaintiff, MERCEDES DEL CARMEN PIEDRA RODRIGUEZ, demands judgment against Defendant, ROLAND SANCHEZ-MEDINA, JR., for compensatory damages, disgorgement of the fees paid to Defendants during the period of the breaches, prejudgment interest as allowed by law, taxable costs, and such other and further relief as the Court deems just and proper.

COUNT VIII – BREACH OF FIDUCIARY DUTY (Against SMGQ)

149. Mercedes realleges and incorporates by reference paragraphs 1 through 106 above as if fully set forth herein.

150. As Mercedes's law firm, SMGQ was her fiduciary and owed her duties of undivided loyalty, candor, and full disclosure.

151. SMGQ is liable for the breaches of fiduciary duty committed by its partner, Sanchez-Medina, in the ordinary course of SMGQ's business and within the course and scope of his partnership, including his conflicted representation of Paco, his service as a subscribing witness to the Revocation, his May 5, 2022 misstatement, and his continued representation of Mercedes without disclosing her claim. § 620.8305, Fla. Stat.

152. SMGQ independently breached its fiduciary duties to Mercedes by undertaking the representation of Paco in connection with the Revocation without any conflict check, disclosure, or informed consent, and by failing, after its associate researched the elective-share requirements

and reviewed the filed Notice Waiver in May 2022, to disclose the Firm's error to Mercedes and to advise her to obtain independent counsel.

153. As a direct and proximate result of SMGQ's breaches of fiduciary duty, Mercedes has suffered damages, including impairment of her ability to enforce the Revocation and to obtain her elective share; delay in obtaining independent advice and in pursuing available remedies; and the attorneys' fees and costs she paid to SMGQ and has incurred as a result of those breaches.

WHEREFORE, Plaintiff, MERCEDES DEL CARMEN PIEDRA RODRIGUEZ, demands judgment against Defendant, SANCHEZ-MEDINA, GONZALEZ, LAGE, GOMEZ & MACHADO LLP, for compensatory damages, disgorgement of the fees paid to SMGQ during the period of the breaches, prejudgment interest as allowed by law, taxable costs, and such other and further relief as the Court deems just and proper.

COUNT IX – CONSTRUCTIVE FRAUD
(Against Sanchez-Medina)

154. Mercedes realleges and incorporates by reference paragraphs 1 through 106 above as if fully set forth herein.

155. At all material times, Mercedes reposed trust and confidence in Sanchez-Medina as her attorney, and Sanchez-Medina accepted that trust. A confidential and fiduciary relationship existed between them, under which Sanchez-Medina owed Mercedes duties of loyalty, candor, and full disclosure. Mercedes's limited English, her lack of familiarity with probate law, and her complete reliance on Sanchez-Medina to explain the documents he presented to her for signature placed her in a position of dependence that Sanchez-Medina knew of and accepted.

156. Sanchez-Medina abused that relationship by making the following false or misleading representations, and by concealing the following material facts, on which Mercedes relied:

(a) on October 12, 2021, at SMGQ's office, Sanchez-Medina told Mercedes that the documents he presented for her signature—including the Notice Waiver—dealt only with tax matters, when in fact the Notice Waiver waived service of the Notice of Administration and, once filed, would start the six-month period within which Mercedes was required to file her election to take elective share;

(b) on October 12, 2021, at SMGQ's office, Sanchez-Medina assured Mercedes that the signed documents would not be released until the TIA was executed, when in fact he transmitted them to Personal Representative's Counsel that same evening, under the October 12 Email, without any effective restriction on their use and without any escrow agreement preventing use of the Notice Waiver until her conditions were met;

(c) from October 13, 2021 through April 13, 2022—including after Mercedes wrote to him on October 14, 2021 about the waiver's use—Sanchez-Medina concealed from Mercedes that he had received electronic service of the Notice Waiver's filing and that the filing had started the period within which she was required to make her election;

(d) on May 5, 2022, in a written email to Mercedes, Sanchez-Medina represented that he had "investigated" and that he "never sent any Consent and Waiver," when in fact he had sent both the Tax Joinder and the Notice

Waiver to Personal Representative's Counsel on October 12, 2021 (Exhibit A);

(e) in May 2022, Sanchez-Medina concealed from Mercedes the results of the research that SMGQ performed, at his direction, concerning the "requirements for filing an elective share" and the "waiver of consent signed by M. Piedra Rodriguez," and concealed that her election deadline had already expired;

(f) on July 21, 2022, in a written email to Mercedes, Sanchez-Medina represented that "[t]he only waiver I knew you signed is the tax waiver" (Composite Exhibit C), when in fact he had obtained Mercedes's signature on both instruments and transmitted both to Personal Representative's Counsel (Exhibit A); and

(g) at all times after April 13, 2022, Sanchez-Medina concealed from Mercedes that she had a claim against him and the Firm arising from the loss of her election, and that she required independent counsel, while continuing to represent her and to bill her for his services.

157. Sanchez-Medina knew, or in the exercise of the care owed to his client should have known, that each of the foregoing representations was false or misleading and that each concealed fact was material to Mercedes's rights.

158. Through the foregoing conduct, Sanchez-Medina took unconscionable advantage of his position of trust, including by obtaining Mercedes's signature on the Notice Waiver without disclosing its effect and, after the deadline expired, by shielding himself and the Firm from

liability, preserving the attorney-client relationship, and continuing to bill Mercedes, at her expense.

159. Mercedes justifiably relied on Sanchez-Medina's representations and on his silence. In reliance, Mercedes signed the Notice Waiver; refrained from filing an election, seeking an extension, or seeking to strike or set aside the Notice Waiver while such relief remained available; refrained from retaining independent counsel to investigate and remedy the filing; and continued to retain and pay Defendants.

160. As a direct and proximate result of Sanchez-Medina's constructive fraud, Mercedes has suffered damages, including the loss of the net value of the elective share she would have received; the loss of the opportunity to pursue timely remedies with respect to the Notice Waiver; and the attorneys' fees and costs she paid to Defendants and has incurred as a result.

WHEREFORE, Plaintiff, MERCEDES DEL CARMEN PIEDRA RODRIGUEZ, demands judgment against Defendant, ROLAND SANCHEZ-MEDINA, JR., for compensatory damages, disgorgement of the fees paid to Defendants during the period of the constructive fraud, prejudgment interest as allowed by law, taxable costs, and such other and further relief as the Court deems just and proper.

COUNT X – CONSTRUCTIVE FRAUD
(Against SMGQ)

161. Mercedes realleges and incorporates by reference paragraphs 1 through 106 above as if fully set forth herein.

162. At all material times, Mercedes reposed trust and confidence in SMGQ as her law firm, and SMGQ accepted that trust. A confidential and fiduciary relationship existed between Mercedes and SMGQ.

163. SMGQ is liable for the constructive fraud committed by its partner, Sanchez-Medina, in the ordinary course of SMGQ's business and within the course and scope of his partnership, including his October 12, 2021 assurances to Mercedes, his May 5, 2022 misstatement, and his concealment of the expired deadline and of Mercedes's claim. § 620.8305, Fla. Stat.

164. SMGQ independently abused its confidential relationship with Mercedes by concealing from her the results of the May 2022 research its associate performed concerning the elective-share requirements and the filed Notice Waiver, by failing to disclose that her election deadline had expired and that she had a claim against the Firm, and by continuing to represent and bill her while its interests were adverse to hers, thereby taking unconscionable advantage of her.

165. Mercedes justifiably relied on SMGQ's silence and on the representations made by its partner, Sanchez-Medina.

166. As a direct and proximate result of SMGQ's constructive fraud, Mercedes has suffered damages, including the loss of the net value of the elective share she would have received; the loss of the opportunity to pursue timely remedies with respect to the Notice Waiver; and the attorneys' fees and costs she paid to SMGQ and has incurred as a result.

WHEREFORE, Plaintiff, MERCEDES DEL CARMEN PIEDRA RODRIGUEZ, demands judgment against Defendant, SANCHEZ-MEDINA, GONZALEZ, LAGE, GOMEZ & MACHADO LLP, for compensatory damages, disgorgement of the fees paid to SMGQ during the period of the constructive fraud, prejudgment interest as allowed by law, taxable costs, and such other and further relief as the Court deems just and proper.

COUNT XI – PARTNERSHIP BY ESTOPPEL
(Against SMGQ)

167. Mercedes realleges and incorporates by reference paragraphs 1 through 106 above as if fully set forth herein.

168. At all material times, Sanchez-Medina and SMGQ, with the consent of each of its partners, represented to Mercedes and to the public that Sanchez-Medina was a partner of SMGQ, including by: (a) practicing under firm names—"Sanchez-Medina, Gonzalez, Quesada, Lage, Gomez & Machado LLP" and, since 2025, "Sanchez-Medina, Gonzalez, Lage, Gomez & Machado LLP," each also known as "SMGQ Law"—that begin with Sanchez-Medina's surname, and registering those names with the Florida Department of State; (b) issuing correspondence on Mercedes's behalf, including the October 29, 2021 letter described above, on SMGQ letterhead bearing that firm name; (c) issuing invoices to Mercedes under SMGQ's name for the services Sanchez-Medina and the Firm's associates rendered to her; (d) permitting Sanchez-Medina to communicate with Mercedes, Personal Representative's Counsel, and others using an SMGQ email address and an "SMGQ LAW" signature block; and (e) upon information and belief, identifying Sanchez-Medina as a partner of the Firm on its website and in professional directories.

169. Sanchez-Medina himself held himself out as a partner of SMGQ, consented to being so represented, and has testified that SMGQ's "six formal partners" are its name partners. On July 10, 2025, Sanchez-Medina signed, as "a partner or authorized person," SMGQ's Amendment to Partnership Statement removing "Quesada" from the Firm's name.

170. In reliance on those representations and believing that Sanchez-Medina was a partner in SMGQ, Mercedes retained SMGQ, entrusted her matters to Sanchez-Medina and to the SMGQ associates he supervised, and continued that engagement, including with respect to the Revocation and her rights in Paco's estate.

171. Accordingly, to the extent Sanchez-Medina was not a partner of SMGQ, SMGQ is estopped to deny that he was, and his acts and omissions alleged herein—including his professional negligence, breaches of fiduciary duty, and constructive fraud—are acts and obligations of SMGQ for which SMGQ is liable to Mercedes. Sanchez-Medina likewise is estopped to deny that he was a partner of SMGQ and, as a partner, is personally liable for his acts of malpractice.

172. As a direct and proximate result, Mercedes has suffered the damages described in paragraph 102.

WHEREFORE, Plaintiff, MERCEDES DEL CARMEN PIEDRA RODRIGUEZ, demands judgment against Defendant, SANCHEZ-MEDINA, GONZALEZ, LAGE, GOMEZ & MACHADO LLP, for compensatory damages, prejudgment interest as allowed by law, taxable costs, and such other and further relief as the Court deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury on all issues so triable as of right.

Dated: October 23, 2026.

Respectfully submitted,

STOK LAW
Attorneys for Plaintiff
One East Broward Boulevard, Suite 915
Fort Lauderdale, FL 33301
Tel.: (954) 237-1777
Email: service@stoklaw.com

By: /s/ *Robert A. Stok*
ROBERT A. STOK
Florida Bar No. 857051
rstok@stoklaw.com

MOSHE T. KATZ, ESQ.
Florida Bar No. 1069613
mkatz@stoklaw.com

– and –

LUIS E. BARRETO & ASSOCIATES, P.A.
Co-Counsel for Plaintiff
2600 South Douglas Road, Suite 507
Coral Gables, FL 33134
Tel.: (305) 358-1771
Email: lbarreto@miamiprobate.com

By: /s/ Luis E. Barreto
LUIS E. BARRETO, ESQ.
Florida Bar No. 946478

EXHIBIT A

From: Roland Sanchez-Medina Jr.
To: Jared Gelles
Cc: Andrew Portillo
Subject: Mercy: Estate of Martinez
Date: Tuesday, October 12, 2021 5:45:00 PM
Attachments: Consent Forms.pdf

Jared,

Attached find the Consents duly executed by my client. We will circulate the Tax Indemnification Agreement ("TIA) as soon as possible but we are under our own 10/15 emergences. I recommend that you send me whatever Mercy has to sign so I can get it signed and hold on to them until the TIA is executed.

I'm glad you are involved.

Roland

ROLAND SANCHEZ-MEDINA JR, ESQ.

SMGQ LAW

201 Alhambra Circle | Suite 1205 | Coral Gables, Florida 33134-5107
Office: 305.377.1000 Ext. 108 | Direct Fax: 855.898.0454 | Toll Free: 855.213.4806
roland@smgqlaw.com | SMGQLAW.com | Attorney Bio

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From: Jared Gelles <JGelles@sgfcounsel.com>
Sent: Tuesday, October 12, 2021 4:48 PM
To: Roland Sanchez-Medina Jr. <Roland@smgqlaw.com>
Subject: Estate of Martinez

SECURITY NOTE: *This email has originated from OUTSIDE of SMGQ Law. Please exercise caution with attachments

and links *

Roland,

It was nice speaking with you today. Please see attached draft of Emergency Petition. I am reattaching the consents for ease of reference. I am hoping you can return the signed consents asap.

Sincerely,

Jared Gelles, Esq.
Stolzenberg Gelles Flynn & Arango, LLP
1533 Sunset Drive, Suite 150
Coral Gables, FL 33143
Office: (305) 961-1450
Cell: [redacted]2699
jgelles@sgfcounsel.com
www.sgfcounsel.com
www.illwillattorney.com

IN THE CIRCUIT COURT OF THE
ELEVENTH JUDICIAL CIRCUIT IN AND
FOR MIAMI-DADE COUNTY, FLORIDA

In Re: Estate of

FRANCISCO MARTINEZ-CELEIRO,

Deceased.
_____/

PROBATE DIVISION __

CASE NO: 2021-_____-CP-02

JOINDER, WAIVER, AND CONSENT TO EMERGENCY PETITION FOR APPOINTMENT OF PERSONAL REPRESENTATIVE TO MEET TAX DEADLINES

The undersigned, Mercedes del Carmen Piedra Rodriguez, whose address is 9310 Biscayne Blvd., Miami Shores, FL 33138, and who has an interest in the above estate as the Decedent's surviving spouse, acknowledges receipt of a copy of the *Emergency Petition For Appointment Of Personal Representative To Meet Tax Deadlines* (the "Emergency Petition"), joins in the Emergency Petition, waives hearing and notice of hearing thereon, and consents to the entry of an order granting the relief requested in the Emergency Petition.

Signed on this 12th day of October, 2021.

_____
Mercedes del Carmen Piedra Rodriguez

IN THE CIRCUIT COURT OF THE
ELEVENTH JUDICIAL CIRCUIT IN AND
FOR MIAMI-DADE COUNTY, FLORIDA

In Re: Estate of

FRANCISCO MARTINEZ-CELEIRO,

Deceased.
_____/

PROBATE DIVISION __

CASE NO: 2021-_____-CP-02

WAIVER OF PRIORITY, CONSENT TO APPOINTMENT OF PERSONAL REPRESENTATIVE, AND WAIVER OF NOTICE AND BOND

The undersigned, Mercedes del Carmen Piedra Rodriguez, whose address is 9310 Biscayne Blvd., Miami Shores, FL 33138, and who has an interest in the above estate as the Decedent's surviving spouse, hereby waives the right to act as personal representative of the estate; consents to the appointment of Francisco Maximiliano Martinez Miyashiki as personal representative of the estate; waives service of the Notice of Administration upon the undersigned; and requests that the personal representative not be required to post bond or security.

Signed on this 12th day of October, 2021.

_____
Mercedes del Carmen Piedra Rodriguez

EXHIBIT B

Filing # 136495719 E-Filed 10/13/2021 03:49:12 PM

IN THE CIRCUIT COURT OF THE
ELEVENTH JUDICIAL CIRCUIT IN AND
FOR MIAMI-DADE COUNTY, FLORIDA

In Re: Estate of

FRANCISCO MARTINEZ-CELEIRO,

Deceased.
_____/

PROBATE DIVISION 06

CASE NO: 2021- 5020 -CP-02

WAIVER OF PRIORITY, CONSENT TO APPOINTMENT OF PERSONAL REPRESENTATIVE, AND WAIVER OF NOTICE AND BOND

The undersigned, Mercedes del Carmen Piedra Rodriguez, whose address is 9310 Biscayne Blvd., Miami Shores, FL 33138, and who has an interest in the above estate as the Decedent's surviving spouse, hereby waives the right to act as personal representative of the estate; consents to the appointment of Francisco Maximiliano Martinez Miyashiki as personal representative of the estate; waives service of the Notice of Administration upon the undersigned; and requests that the personal representative not be required to post bond or security.

Signed on this 12th day of October, 2021.

_____
Mercedes del Carmen Piedra Rodriguez

COMPOSITE EXHIBIT C

From: Roland Sanchez-Medina Jr.
To: monterogroupllc@yahoo.com; mercypegasocorp@yahoo.com
Subject: FW: Estate of F. Martinez-Celeiro
Date: Thursday, July 21, 2022 11:12:00 AM
Attachments: DE 15 [2021.10.13] Waiver_Consent To ApptPR [spouse].pdf
image002.png

From Jared Gelles.

ROLAND SANCHEZ-MEDINA JR., ESQ.

SM&G&Q ATTORNEYS | SMGQLAW.COM

1200 Brickell Avenue | Suite 950 | Miami, Florida 33131
Office: 305.377.1000 Ext. 108 | Direct Fax: 855.898.0454 | Toll Free: 855.898.0454
roland@smgqlaw.com | SMGQLAW.com | Attorney Bio | vCard

IN THE CIRCUIT COURT OF THE
ELEVENTH JUDICIAL CIRCUIT IN AND
FOR MIAMI-DADE COUNTY, FLORIDA

In Re: Estate of

FRANCISCO MARTINEZ-CELEIRO,

Deceased.
_____/

PROBATE DIVISION 06

CASE NO: 2021- 5020 -CP-02

WAIVER OF PRIORITY, CONSENT TO APPOINTMENT OF PERSONAL REPRESENTATIVE, AND WAIVER OF NOTICE AND BOND

The undersigned, Mercedes del Carmen Piedra Rodriguez, whose address is 9310 Biscayne Blvd., Miami Shores, FL 33138, and who has an interest in the above estate as the Decedent's surviving spouse, hereby waives the right to act as personal representative of the estate; consents to the appointment of Francisco Maximiliano Martinez Miyashiki as personal representative of the estate; waives service of the Notice of Administration upon the undersigned; and requests that the personal representative not be required to post bond or security.

Signed on this 12th day of October, 2021.

_____
Mercedes del Carmen Piedra Rodriguez

Spanish-to-English Translation

From: Roland Sanchez-Medina Jr.
To: Mercedes Piedra
Subject: RE: Estate of F. Martinez-Celeiro
Date: Thursday, July 21, 2022, 12:37 PM
Attachments: image001.png; image002.png

“Yes.”

From: Mercedes Piedra
To: Roland Sanchez-Medina Jr.
Subject: Re: Estate of F. Martinez-Celeiro
Date: Thursday, July 21, 2022, 12:28 PM
Attachments: image001.png; image002.png; Consent Forms.pdf

“The 6 months have passed.”

From: Roland Sanchez-Medina Jr.
To: Mercedes Piedra
Subject: RE: Estate of F. Martinez-Celeiro
Date: Thursday, July 21, 2022, 12:20 PM
Attachments: image001.png; image002.png; Consent Forms.pdf

“The only waiver I knew you signed is the tax waiver (attached).

The execution of the other waiver does not prevent you from claiming the Elective Share; it gives you a 6-month period to do so.”

From: Mercedes Piedra
To: Roland Sanchez-Medina Jr.
Subject: Re: Estate of F. Martinez-Celeiro
Date: Thursday, July 21, 2022, 11:48 AM
Attachments: image003.png

“I don’t understand how you let me sign this waiver knowing about the revocation we had to use. Can you explain?

Regards,”

From: Roland Sanchez-Medina Jr.
To: Mercedes Piedra
Subject: RE: Estate of F. Martinez-Celeiro
Date: Thursday, July 21, 2022, 11:36 AM
Attachments: image001.png; image002.png

“We won’t be able to win the waiver issue. However, that’s not our only weapon here.”

From: Mercedes Piedra
To: Roland Sanchez-Medina Jr.
Subject: Re: Estate of F. Martinez-Celeiro
Date: Thursday, July 21, 2022, 11:32 AM

“Then on what basis does he claim that this is a waiver. What does it protect him from?

Regards,”

From: Roland Sanchez-Medina Jr.
To: Mercedes Piedra
Subject: RE: Estate of F. Martinez-Celeiro
Date: Thursday, July 21, 2022, 11:23 AM
Attachments: Waiver and consent to emergency pt [Mercedes].docx; image001.png; image002.png

“No, this was for taxes.”

From: Mercedes Piedra
To: Roland Sanchez-Medina Jr.
Subject: Re: Estate of F. Martinez-Celeiro
Date: Thursday, July 21, 2022, 11:18 AM

“But this is only for tax purposes, no?

This is what I signed in your office, which you told me was only for tax purposes. Can you confirm?

Regards,”

From: Roland Sanchez-Medina Jr.
To: Mercedes Piedra
Subject: Estate of F. Martinez-Celeiro
Date: Thursday, July 21, 2022, 11:12 AM
Attachments: DE 15 [2021.10.13] Waiver_ Consent To ApptPR [spouse].pdf

“From Jared Gelles.”

From:	Roland Sanchez-Medina Jr.
To:	Montero LLC
Subject:	RE: Estate of F. Martinez-Celeiro
Date:	Thursday, July 21, 2022 12:37:00 PM
Attachments:	image001.png image002.png

Si.

ROLAND SANCHEZ-MEDINA JR., ESQ.

SM&GQ ATTORNEYS | SMGQLAW.COM

1200 Brickell Avenue I Suite 950 I Miami, Florida 33131
Office: 305.377.1000 Ext. 108 I Direct Fax: 855.898.0454 I Toll Free: 855.898.0454
roland@smgqlaw.com | SMGQLAW.com | Attorney Bio | vCard

From: Montero LLC <monterogroupllc@yahoo.com>
Sent: Thursday, July 21, 2022 12:26 PM
To: Roland Sanchez-Medina Jr. <Roland@smgqlaw.com>
Subject: Re: Estate of F. Martinez-Celeiro

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Que ya pasaron los 6 meses

Mercedes Piedra
CEO/President

Montero Real Property Management LLC
M: [redacted]9279
Office:[redacted]8646

2424 S DIXIE HWY
SUITE 100 MIAMI FL 33133
E:monterogroupllc@yahoo.com

W: http://monterorealpropertymanagementllc.managebuilding.com/Resident/portal

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On Jul 21, 2022, at 12:20 PM, Roland Sanchez-Medina Jr. <Roland@smgqlaw.com> wrote:

La unica waiver que yo sabia que ti firmaste es el waiver del los impuestos (attached).

La ejecución de la otra Exención **no** le impide reclamar la Acción Electiva, le da un plazo de 6 meses para hacerlo.

ROLAND SANCHEZ-MEDINA JR., ESQ.



1200 Brickell Avenue | Suite 950 | Miami, Florida 33131
Office: 305.377.1000 Ext. 108 | Direct Fax: 855.898.0454 | Toll Free: 855.898.0454
roland@smgqlaw.com | SMGQLAW.com | Attorney Bio | vCard

From: Mercedes Piedra <monterogroupllc@yahoo.com>
Sent: Thursday, July 21, 2022 11:48 AM
To: Roland Sanchez-Medina Jr. <Roland@smgqlaw.com>
Subject: Re: Estate of F. Martinez-Celeiro

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no entiendo como me dejaste firmar este waiver sabiendo lo de la revocacion que teníamos para usar me puedes explicar ?

Regards,



Mercedes Piedra
President
Montero Real Property Management LLC
Main: [redacted]9279
Office: [redacted]8646
2424 S Dixie Hwy
Suite 100 Miami Fl 33133

Hours of Operation: 9:00am-4:30pm (EST)
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> On Jul 21, 2022, at 11:36 AM, Roland Sanchez-Medina Jr. <Roland@smgqlaw.com> wrote:
>
> no vamos a poder ganar el tema de la waiver.
>
> sin embargo, esa no es nuestra única arma aquí.
>
> **ROLAND SANCHEZ-MEDINA JR., ESQ.**



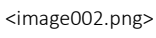
1200 Brickell Avenue | Suite 950 | Miami, Florida 33131
Office: 305.377.1000 Ext. 108 | Direct Fax: 855.898.0454 | Toll Free: 855.898.0454
roland@smgqlaw.com | SMGQLAW.com | Attorney Bio | vCard

From: Mercedes Piedra <monterogroupllc@yahoo.com>
Sent: Thursday, July 21, 2022 11:32 AM
To: Roland Sanchez-Medina Jr. <Roland@smgqlaw.com>
Subject: Re: Estate of F. Martinez-Celeiro

SECURITY NOTE: *This email has originated from OUTSIDE of SMGQ Law. Please exercise caution with attachments and links *

y entonces en que e basa para decir que esto es un wave que le cubre en qué ?

Regards,

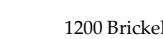


Mercedes Piedra
President
Montero Real Property Management LLC
Main: [redacted]9279
Office: [redacted]8646
2424 S Dixie Hwy
Suite 100 Miami Fl 33133

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Hours of Operation: 9:00am-4:30pm (EST)
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> On Jul 21, 2022, at 11:23 AM, Roland Sanchez-Medina Jr. <Roland@smgqlaw.com> wrote:
>
> No, este fue del taxes.
>
> **ROLAND SANCHEZ-MEDINA JR., ESQ.**
>
> 
>
> 1200 Brickell Avenue | Suite 950 | Miami, Florida 33131
> Office: 305.377.1000 Ext. 108 | Direct Fax: 855.898.0454 | Toll Free: 855.898.0454
> roland@smgqlaw.com | SMGQLAW.com | Attorney Bio | vCard
>
> ---
>
> **From:** Mercedes Piedra <monterogroupllc@yahoo.com>
> **Sent:** Thursday, July 21, 2022 11:18 AM
> **To:** Roland Sanchez-Medina Jr. <Roland@smgqlaw.com>
> **Subject:** Re: Estate of F. Martinez-Celeiro
>
> SECURITY NOTE: *This email has originated from OUTSIDE of SMGQ Law. Please exercise caution with attachments and links *
>
> But this is only for Taxes purposes, no?
>
> esto fue lo que yo firme en tu oficina que tu me dijiste solo era para taxes me confirmas ?

Regards,

<image002.png>

Mercedes Piedra
President
Montero Real Property Management LLC
Main: [redacted]9279
Office: [redacted]8646
2424 S Dixie Hwy
Suite 100 Miami Fl 33133

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> On Jul 21, 2022, at 11:12 AM, Roland Sanchez-Medina Jr. <Roland@smgqlaw.com> wrote:
>
> From Jared Gelles.
>
> **ROLAND SANCHEZ-MEDINA JR., ESQ.**
>
> <image002.png>
>
> 1200 Brickell Avenue I Suite 950 I Miami, Florida 33131
> Office: 305.377.1000 Ext. 108 I Direct Fax: 855.898.0454 I Toll Free: 855.898.0454
> **roland@smgqlaw.com** I **SMGQLAW.com** I **Attorney Bio** I **vCard**
> <DE 15 [2021.10.13] Waiver_ Consent To ApptPR [spouse].pdf>

<Waiver and consent to emergency pt [Mercedes].docx>