

STARK | LATTUCA

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August 31, 2024

SENT VIA E-MAIL AND CERTIFIED MAIL

Jeffrey Koch
51 Kristin Drive
Rochester, NY 14624
Jeffreyskoch@hotmail.com

Re: 73/75 Somerset Street, Rochester, NY 14611

Mr. Koch:

I am counsel to MMT Property Group, LLC (“MMT Property Group”). I write regarding the renovation of the above-referenced property, and to demand the immediate return of the \$10,000 paid to you by MMT Property Group.

As you know, MMT Property Group attempted to retain you to perform certain renovations to the home located at 73/75 Somerset Street, Rochester, New York 14611 (the “Property”). To that end, MMT Property Group paid to you a good faith deposit of \$10,000.

The Agreement set forth that you were to begin work on August 5, 2024. However, despite several representations by you that you intended to begin, you refused on the grounds that MMT Property Group and the Property owner failed to pay the full agreed upon deposit of \$21,656 (even though MMT already paid to you \$10,000). While the contract states that the \$21,656 was due prior to the start of the project, and it was your prerogative to not begin work, you had the option to cancel the contract and return the deposit. Instead, upon demand by MMT that you return the full deposit, you refused, offering to begin work on several occasions without the full deposit, and each time failing to do so.

Eventually, the unfulfilled promises became too much for MMT and the Property owner. You were told that the contract was cancelled and instructed to return the deposit. Instead, you (or people employed by you) entered the Property without authorization and began tearing out the kitchen. The trespass being bad enough, whatever work performed was not done so in a workmanlike manner. The damage to the Property has cost MMT and the Property owner thousands of dollars to repair.

Based upon these facts, you are liable for breach of contract, trespass, and destruction of property. In addition to the \$10,000 deposit, you are liable for compensatory and punitive damages.

You are instructed to return the deposit to my office by September 6, 2024, at which point this matter will conclude. If you fail to do so, MMT intends to file suit against you and seek damages for trespass and destruction of property.

Regards,

s/Christopher J. Lattuca

Christopher J. Lattuca