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IN THE CIRCUIT COURT, SEVENTH JUDICIAL CIRCUIT, IN AND FOR ST. JOHNS COUNTY, FLORIDA.

CASE NO.: 552026CA001776A000MX
DIVISION: 59

CLAIRE MCELWEE,

Plaintiff,

vs.

IKB, LLC d/b/a INCREDIBLE KITCHEN AND BATH, STEVEN ROUNDS, and JENNIFER ROUNDS,

Defendants.
_____/

COMPLAINT

COMES NOW the Plaintiff, CLAIRE MCELWEE (hereinafter referrred to as the "Plaintiff") by and through her undersigned counsel, and sues Defendant, IKB, LLC, a Florida limited liability company, d/b/a Incredible Kitchen and Bath (hereinafter referred to as "IKB"), Steven Rounds, and Jennifer Rounds, and alleges:

Jurisdiction and Parties

1. Plaintiff is an individual, sui juris, a resident of the State of Florida, and the owner of the real property located at (hereinafter referred to as the "Property").

2. Defendant IKB, is a Florida limited liability company, d/b/a Incredible Kitchens, which does business in St. Johns County, Florida.

3. Upon information and belief, Defendant Steven Rounds is an individual, is sui juris, and a resident of the State of Florida.

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4. Upon information and belief, Defendant Jennifer Rounds is an individual, is sui juris, and a resident of the State of Florida.

5. This is an action for damages in excess of $50,000.00, exclusive of interest, costs, and attorney's fees.

6. The Court has jurisdiction over the Defendants and venue is proper in this Court, as the causes of action accrued in St. Johns County, Florida.

Background

7. On or around April 16, 2026, Plaintiff entered into a contract with IKB for construction services related to a kitchen remodel at Plaintiff's Property, which included demolition, cabinetry, plumbing, and electrical work (hereinafter referred to as the "Contract"). A true and correct copy of the Contract is attached hereto as **Exhibit "A"**.

8. IKB was supposed to act as the general contractor for the work that was to be performed under the Contract.

9. Plaintiff made an initial deposit to IKB in the amount of $14,750.00, at the time of entering the Contract on April 16, 2026.

10. Plaintiff made a subsequent deposit to IKB in the amount of $5,900.00 on or around April 21, 2026, to add counter-tops to the Contract. A true and correct copy of the Contract/invoice for the counter-top is attached hereto as **Exhibit "B."**

11. Plaintiff has paid IKB the total sum of $20,650.00.

12. Despite having been paid all required deposits, IKB failed to perform any work.

13. By August 16, 2026, Plaintiff had requested to terminate and cancel the Contract due to IKB's failure and refusal to perform.

14. Defendant Mr. Rounds responded to Plaintiff's request to cancel, representing that he had been sick, guaranteeing Plaintiff that the work would be completed before Thanksgiving and stating he would catch up in a day or two when he was back.

15. IKB and Mr. Rounds failed to follow up with Plaintiff.

16. On August 16, 2026, Plaintiff followed up with IKB and Mr. Rounds and again requested to terminate and cancel the Contract due to IKB's failure to perform and inquired as to whether retaining an attorney would be necessary to have her deposit returned.

17. Mr. Rounds responded to the August 16th correspondence, stating that lawyers were not needed and that he wanted to discuss how to move forward with Plaintiff tomorrow, but that "if I need to eat deposit costs I will but I'd like to discuss options first." Plaintiff responded with "Ok".

18. Despite Mr. Rounds representations on August 16th, neither Mr. Rounds nor anyone from IKB contacted Plaintiff the following day.

19. On August 18th, Plaintiff contacted Mr. Rounds via phone and text again requesting to cancel the Contract and have her deposits returned. No response was received.

20. On August 19th, Plaintiff again tried to contact Mr. Rounds and IKB, but could not reach either by phone and no response was received to her text message.

21. Since Mr. Rounds and IKB ceased communicating with Plaintiff and failed or otherwise refused to reimburse Plaintiff the deposits paid, Plaintiff retained the undersigned counsel for assistance.

22. In reviewing the matter, it was discovered that while the scope of work under the Contract included demolition, framing, electrical, and plumbing work, all of which require licensure in the State of Florida, IKB is not a licensed contractor in the State of Florida and at all

times material hereto, has not had a qualifying agent to authorize it to perform construction contracting.

23. On or around August 28, 2026, Plaintiff, by and through the undersigned counsel, sent IKB a formal demand putting IKB on notice that they were engaging in illegal unlicensed contracting and demanded reimbursement of Plaintiff's deposits, as well as putting IKB and its principals and others directly involved on notice of liability to Plaintiff for civil theft under Section 772.11 and treble damages under Section 768.0425, Fla. Stat. A true and correct copy of Plaintiff's demand dated August 28, 2026, is attached hereto as **Exhibit "C."**

24. Despite demand, IKB, Steven Rounds, and Jennifer Rounds failed to reimburse Plaintiff her deposits and otherwise failed to provide any response to her correspondence.

25. Plaintiff has performed all conditions precedent to bringing this action, or any such conditions precedent have been met, satisfied or waived.

Count I – Unlicensed Contracting, Disgorgement, Restitution, and Refund Against IKB

26. Plaintiff incorporates and re-alleges Paragraphs 1 through 25 above as if fully set forth herein.

27. Defendant IKB was required under Florida law to be a licensed contractor in the State of Florida to complete the scope of work under the Contract.

28. At all times material hereto, Defendant IKB was not a licensed contractor in the State of Florida, failed to have a licensed qualifying agent for the scope of work under the Contract, and was otherwise acting as an illegal and unlicensed contractor under Florida law.

29. Defendant IKB entered into the Contract with Plaintiff, for the performance of construction services, without holding any of the required licenses.

30. In accordance with Section 489.128, Fla. Stat., all contracts entered into by an unlicensed contractor are unenforceable in law or in equity, by the unlicensed contractor.

31. The Contract, pursuant to which Plaintiff paid Defendant IKB the sum of $20,650.00, is therefore invalid, unlawful, and unenforceable as a matter of law.

32. Plaintiff is entitled to restitution and reimbursement of the $20,650.00 that Plaintiff paid to Defendant IKB.

33. In accordance with Section 768.0425, Fla. Stat., Plaintiff is entitled to treble damages, in the amount of $61,950.00, in addition to the costs and attorney's fees incurred.

WHEREFORE, Plaintiff demands judgment for damages against Defendant IKB, treble damages, together with pre and post-judgment interest, attorney's fees, the costs incurred, and for such other and further relief as this Court may deem proper and just.

Count II - Civil Theft Against IKB

34. Plaintiff incorporates and re-alleges Paragraphs 1 through 25 above as if fully set forth herein.

35. This is an action for civil theft against the Defendant IKB pursuant to Section 772.11, Fla. Stat.

36. Plaintiff delivered certain deposits and/or payments to Defendant IKB, which totaled $20,650.00

37. The funds were to be used for the construction services under the Contract for the remodel of Plaintiff's kitchen.

38. However, since Defendant IKB is an unlicensed contractor, the Contract is void and unenforceable as a matter of law.

39. Plaintiff has demanded the return of the funds she paid, but Defendant IKB has refused to return the funds paid.

40. The Defendant knowingly and wrongfully took these funds with the intent to permanently deprive Plaintiff of the funds.

41. IKB took the funds with no intent to use the funds for the designated work under the Contract, as IKB was incapable of legally performing the work under the Contract.

42. IKB took Plaintiff's funds with the intent to wrongfully direct the money to the Defendants' personal use, to transfer and misappropriate the money for other business ventures, or for some other improper purpose.

43. IKB knowingly took Plaintiff's funds for their own benefit with the felonious intent to commit theft and to deprive Plaintiff of the funds either permanently or for an indefinite period of time, which constitutes civil theft under Section 772.11, Fla. Stat.

44. Plaintiff sent IKB a civil theft demand letter demanding for IKB to return the funds and Plaintiff would release IKB from further civil liability. See Exhibit C.

45. IKB did not return the funds as requested by Plaintiff.

46. Accordingly, Plaintiff is entitled to recover an amount equal to three times the actual damages from IKB ($61,950.00), as well as the costs and attorney's fees incurred in this action.

WHEREFORE, Plaintiff demands judgment for damages against Defendant IKB, treble damages for civil theft, together with pre and post-judgment interest, attorney's fees, the costs incurred, and for such other and further relief as this Court may deem proper and just.

Count III – Breach of Contract Against IKB

47. Plaintiff incorporates and re-alleges Paragraphs 1 through 25 above as if fully set forth herein.

48. Defendant IKB was required under Florida law to be a licensed contractor in the State of Florida to complete the scope of work under the Contract.

49. At all times material hereto, Defendant IKB was not a licensed contractor in the State of Florida, failed to have a licensed qualifying agent for the scope of work under the Contract, and was otherwise acting as an illegal and unlicensed contractor under Florida law.

50. Defendant IKB entered into the Contract with Plaintiff, for the performance of construction services, without holding any of the required licenses.

51. In accordance with Section 489.128, Fla. Stat., all contracts entered into by unlicensed contractor are unenforceable in law or in equity, by the unlicensed contractor.

52. The Contract, pursuant to which Plaintiff paid Defendant IKB the sum of $20,650.00, is therefore invalid, unlawful, and unenforceable as a matter of law.

53. Additionally, Plaintiff has terminated the Contract for cause due to IKB's failure and refusal to perform.

54. IKB's failure and refusal to perform and/or their inability to perform due to being an unlicensed contractor, was a material breach of the Contract.

55. As a direct and proximate result of IKB's breach of the Contract, Plaintiff has suffered damages.

WHEREFORE, Plaintiff requests that this Court enter a judgment against IKB and in favor of Plaintiff for damages, including pre and post-judgment interest, attorney's fees, costs and such other relief as this Court deems just and proper.

Count IV – Fraud Against Jennifer Rounds and Steven Rounds

56. Plaintiff restates and re-alleges Paragraphs 1 through 25 above, as if set forth fully herein.

57. Upon information and belief, Jennifer Rounds and Steven Rounds are married and are the owners and managers of IKB.

58. At all times material hereto, Steven Rounds and Jennifer Rounds, by and through IKB, acted as an illegal and unlicensed contractor engaging in construction contracting.

59. Had Plaintiff known that IKB was not a licensed contractor, Plaintiff never would have entered into the Contract with IKB and Plaintiff never would have remitted any money to IKB.

60. Jennifer Rounds and Steven Rounds utilized IKB to perpetuate a fraud upon Plaintiff and to engage in the criminal activity of unlicensed contracting.

61. The fraudulent and criminal use of IKB by Jennifer Rounds and Steven Rounds was the direct and proximate cause of Plaintiff's damages, including without limitation, the $20,650.00, that was paid by Plaintiff.

WHEREFORE, Plaintiff requests that this Court enter a judgment against Jennfier Rounds and Steven Rounds and in favor of Plaintiff for damages, including pre and post-judgment interest, attorney's fees, costs and such other relief as this Court deems just and proper.

Count V – Violation of Florida Unfair and Deceptive Trade Practices Act Against Steven Rounds and IKB

62. Plaintiff restates and re-alleges Paragraphs 1 through 25 above, as if set forth fully herein.

63. At all times material hereto, Defendant Steven Rounds represented himself as a licensed contractor and his company, IKB, as a licensed contractor in the State of Florida, authorized to perform the scope of work under the Contract.

64. Due to the scope of work under the Contract, Defendant IKB was required to have a licensed qualifying agent in order to engage in construction contracting.

65. Upon information and belief, at all times material hereto, Steven Rounds may have been a licensed contractor in the State of Florida, but he has never been the qualifying agent for IKB and IKB otherwise has never had a qualifying agent to authorize it to perform construction contracting.

66. Defendants IKB and Mr. Rounds represented to Plaintiff that Defendants held all necessary licenses and that they were otherwise capable of performing all work contemplated by the Contract.

67. The Defendants' representations were false and were deceptive practices.

68. Mr. Rounds is not and has never been the qualifying agent for IKB and IKB has otherwise never been authorized to engage in construction contracting.

69. Mr. Rounds was personally and directly involved in the deceptive practices.

70. Defendants' misrepresentations were likely to mislead consumers and in fact mislead and deceived Plaintiff into entering into the Contract and remitting funds for work that Defendants never could have legally performed.

71. Plaintiff has been damaged as a direct and proximate result of Defendants' misrepresentations and deceptive practices.

WHEREFORE, Plaintiff requests that this Court enter a judgment against IKB and Steven Rounds and in favor of Plaintiff for damages, including pre and post-judgment interest, attorney's fees, costs and such other relief as this Court deems just and proper.

ST. JOHNS LAW GROUP

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