

IN THE CIRCUIT COURT OF THE  
NINTH JUDICIAL CIRCUIT, IN AND  
FOR ORANGE COUNTY, FLORIDA

COMPANY PARTNERS, LLC d/b/a  
LAMM & COMPANY PARTNERS,

Case No.: 2022-CA-006357

Plaintiff,

vs.

NEWLINE WP SERVICES, INC.,

Defendant.

**ORDER GRANTING PLAINTIFF, COMPANY PARTNERS, LLC d/b/a LAMM &  
COMPANY PARTNERS', MOTION TO DISCHARGE LIEN AND BOND**

THIS MATTER having come before the Court without a hearing upon Plaintiff, Company Partners, LLC d/b/a Lamm & Company Partners' ("Lamm"), Motion to Discharge Lien and Bond, and this Court being fully advised in the premises, finds and holds as follows:

**I. Findings of Fact**

1. On April 15, 2022, Defendant, Newline WP Services, Inc. ("Newline") recorded a claim of lien totaling \$253,584 in the Official Records of Orange County, Document No. 20220246655 ("Lien"), against the real property located at 12971 Avalon Lake Drive, Orlando, Florida 32828, which is the location of a construction project commonly referred to as Avalon Town Center IV ("Project") that is the subject of the lawsuit.

2. On June 22, 2022, Lamm, as Principal, and Berkley Insurance Company ("Surety"), as surety, recorded a Bond to Transfer Lien in the Official Records of Orange County, Document No. 20220387823, in the sum of \$349,311.96, pursuant to § 713.24, Florida Statutes ("Bond").

3. Thereafter, also on June 22, 2022, the Orange Country Comptroller transferred Newline's lien from the real property that is the subject of the Project and this lawsuit to the Bond

and recorded a Certificate of Transfer in the Official Records of Orange County, Document No. 20220387824.

4. On July 7, 2022, Lamm filed its Complaint to Show Cause pursuant to § 713.21(4), Florida Statutes, against Newline requesting the Clerk of Court issue a summons to Newline requiring it to show cause as to why its Lien transferred to the Bond (“Transferred Lien”) should not be enforced by action or vacated and canceled of record.

5. Copies of the summons to show cause issued by the Clerk and the Complaint to Show Cause were served on Newline by process server on July 21, 2022.

6. On August 9, 2022, Newline filed an Answer to the Complaint to Show Cause, however, Newline did not commence an action to enforce its Transferred Lien and the Answer does not provide any reasoning or affirmative defenses as to why its Transferred Lien should not be enforced.

7. Newline’s Transferred Lien is riddled with irregularities and fails to meet the basic requirements of § 713.08.

8. For example, although the Transferred Lien states it was prepared by “New Line” (which is not how Defendant’s name is spelled) in Orange City, Florida, it states that it should be returned to “New Line” c/o Mail Center in Beaverton Oregon:

Document Prepared by:  
New Line WP Services Inc  
239 South Volusia Avenue  
Orange City, Florida  
32763

Return To:  
New Line WP Services Inc  
c/o Mail Center  
9450 SW Gemini Dr #7790  
Beaverton, Oregon 97008-7105  
Reference ID: 7466897

9. The “Return To” address appears to belong to Express Lien, Inc. d/b/a Levelset (“Levelset”).

10. Moreover, the Transferred Lien was signed by someone purporting to be “New Line’s” agent, Chantel Jackson (“Agent”), in Orleans Parish, Louisiana, but the Agent avers that she is only the agent of “New Line” for “the purposes of only signing and presenting for filing this Claim of Lien . . . .”

11. More importantly, however, the information in the Transferred Lien is not sworn to as accurate by Newline as required by § 713.08. Rather, the Agent swears only that the information provided by “New Line” is the information contained in the Transferred Lien and makes no allegation that the Agent verified the information or has personal knowledge that the information is true and correct.

12. In fact, the Agent repeatedly disclaims such personal knowledge:

Before Me, the undersigned Notary Public, personally came and appeared Chantel Jackson, the duly authorized agent of New Line WP Services Inc for the purposes of only signing and presenting for filing this Claim of Lien, who was duly sworn and says that, **pursuant to the information provided by New Line WP Services Inc the information on this Claim of Lien is accurate and true. And, solely as represented by New Line WP Services Inc** through

information provided, that in accordance with a contract with the Hiring Party, the Lienor Furnished the labor, services, and/or materials above-identified as the Services, said Services were furnished on the above-described Property.

The Property is owned by the Property Owner.

**As represented by New Line WP Services Inc** the total contract price between the Hiring Party and the Lienor is above-identified as the Amount of Total Contract. Of this amount, the above-identified Amount of Total Claim remains unpaid, the Services were first furnished to the Property on the above-identified Dates Services First Furnished, and last furnished to the Property on the above-identified Dates Services Last Furnished, and the Lienor delivered the required preliminary Notice to Owner on the above-indicated dates to the above-indicated parties, if any.

(emphasis added).

## **II. Conclusions of Law**

13. Newline is not entitled to the statutory privileges of Florida's Construction Lien Law ("Lien Law") because it failed to adhere to the statutory prerequisites of §§ 713.08 and 713.21, Florida Statutes.

14. The Florida Supreme Court has held that since construction liens are "purely creatures of the statute," the Lien Law must be "strictly construed in every particular and strict compliance is an indispensable prerequisite for a person seeking affirmative relief under the statute." *Home Elec. of Dade Cnty., Inc. v. Gonas*, 547 So. 2d 109, 110 (Fla. 1989) (quotations omitted); *see e.g., Curtiss-Bright Ranch Co. v. Selden Cypress Door Co.*, 107 So. 679, 684 (Fla. 1926) (holding strict compliance required); *Stunkel v. Gazebo Landscaping Design, Inc.*, 660 So. 2d 623, 625 (Fla. 1995) (same).

15. Pursuant to § 713.08, a "claim of lien may be prepared by the lienor or the lienor's employee or attorney and shall be signed and sworn to or affirmed by the lienor or the lienor's

agent acquainted with the facts stated therein,” and need be substantially in the statutory form.

16. Here, instead of being signed and sworn to or affirmed by Newline or Newline’s agent *acquainted with the facts stated therein*, the Transferred Lien was signed by a purported agent who was not acquainted with such facts and could not even spell the company’s name correctly.

17. The Agent simply asserted what was told to her thereby insulating herself from liability if in fact the facts asserted therein are false because the Agent is only swearing that this was told to her by Newline, not that the information itself is true. Likewise, Newline itself has not sworn to nor affirmed the facts contained in the Transferred Lien either. Thus, Newline has also insulated itself from liability if in fact the facts asserted therein are false as Newline has not sworn to their accuracy.

18. It is likely for these reasons that preparation of the Transferred Lien by a third-party entity violates § 713.08. It also violates Florida law as the preparation of a construction lien constitutes the practice of law and therefore, preparation by anyone who is not an employee of Newline or Newline’s attorney constitutes the unlicensed practice of law. *See The Florida Bar re Advisory Opinion--Activities of Cmty. Ass'n Managers*, 177 So. 3d 941, 951 (Fla. 2015) (holding the preparation of construction lien documents by nonlawyers the unlicensed practice of law); *see also The Florida Bar re Advisory Opinion Activities of Cmty. Ass'n Managers*, 681 So. 2d 1119, 1123 (Fla. 1996) (holding the drafting of a claim of lien or notice of commencement the practice of law).

19. Not only has Newline failed to comply with § 713.08, which alone makes the Transferred Lien unenforceable, but Newline has also failed to comply with § 713.21.

20. Pursuant to § 713.21(4), “[u]pon failure of the lienor to show cause why his or her

lien should not be enforced or the lienor's failure to commence such action before the return date of the summons the court shall forthwith order cancellation of the lien.”

21. The statute specifically requires “that an action for enforcement be filed within 20 days or that cause be shown within that period why enforcement should not be commenced.” *Sturge v. LCS Dev. Corp.*, 643 So. 2d 53, 55 (Fla. 3d DCA 1994) (citation omitted); *KA Properties, LLC v. USA Const., Inc.*, 35 So. 3d 1015, 1016 (Fla. 5th DCA 2010).

22. Since § 713.21(4) is a special statutory proceeding, “a lienor must strictly comply with its provisions to protect his lien.” *Goldberger v. United Plumbing & Heating, Inc.*, 358 So. 2d 860, 863 (Fla. 4th DCA 1978) (citation omitted).

23. Newline did not strictly comply as it did not bring an enforcement action nor show cause why enforcement should not be commenced. The filing of a barebones answer does not satisfy statutory requirements. *Dracon Const., Inc. v. Facility Const. Mgmt., Inc.*, 828 So. 2d 1069, 1071 (Fla. 4th DCA 2002) (holding answer did not comply with statutory requirements).

24. Since Newline failed to comply with the statutory obligations, neither a hearing nor notice are necessary before an order of discharge is entered, *Goldberg*, 358 So. 2d at 863 (citation omitted); see *Brookshire v. GP Const. of Palm Beach, Inc.*, 993 So. 2d 179, 180 (Fla. 4th DCA 2008), as such, it is hereby

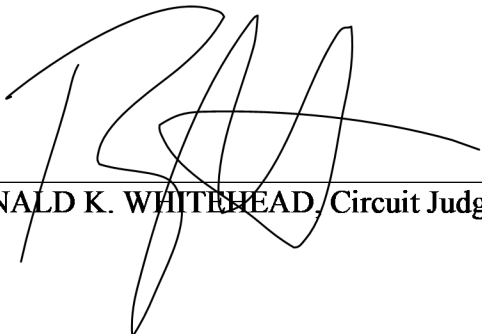
**ORDERED AND ADJUDGED:**

A. Newline’s Lien recorded on April 15, 2022, in the Official Records of Orange County, Florida, Doc. # 20220246655, against the real property located at 12971 Avalon Lake Drive, Orlando, Florida 32828, is hereby cancelled and discharged.

B. The Bond to Transfer Lien issued by Lamm and Berkley Insurance Company and recorded on June 22, 2022, in the Official Records of Orange County, Florida, Doc. #

20220387823, is hereby released and discharged.

DONE AND ORDERED in Chambers, Orange County, Florida, on this 19<sup>th</sup> day of December, 2022.



REGINALD K. WHITEHEAD, Circuit Judge

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that the foregoing was filed with the Clerk of the Court this 19th day of December, 2022 by using the Florida Courts E-Filing Portal System. Accordingly, a copy of the foregoing is being served on this day to all attorney(s)/interested parties identified on the ePortal Electronic Service List, via transmission of Notices of Electronic Filing generated by the ePortal System.

Natasha Edwards, Judicial Assistant to Judge Reginald K. Whitehead.

Plaintiff shall serve a copy of this Order on all parties not receiving notice through the ePortal within 5 days and shall file a certificate of service of same with the clerk.