

IN THE CIRCUIT COURT OF THE EIGHTH JUDICIAL CIRCUIT
IN AND FOR ALACHUA COUNTY, FLORIDA

SOLAR SPECIALIST, INC.
PLAINTIFF,

V.

CASE NO: 2023-CA-3061

DIV:

BETTY THOMAS AND
ERNESTINE STOKES
DEFENDANTS,

COMPLAINT

Plaintiff, Solar Specialist, Inc., by and through its undersigned counsel, files this Complaint against Defendants, Betty Thomas and Ernestine Stokes, and states:

JURISDICTION, PARTIES, AND VENUE

1. This is an action to enforce a construction lien pursuant to Chapters 713 and 85 Florida Statutes and an action for money damages in an amount greater than \$50,000.00, exclusive of interest, attorney's fees, and costs.
2. Plaintiff is, and at all material times in the complaint was, a corporation organized and existing under the laws of the State of Florida, with its principal business office located in Riverview, Florida.
3. Defendants are, and at all material times in the complaint were, the owners of the following described real property (the Property):

Address: 11 NE 47th Ter, Gainesville, FL 32641

Legal Description:

LOT FOURTEEN (14) LAKE RIDGE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK "G", PAGE 46 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA

4. This action arises out of the improvement of the Property, which is located in Alachua County, Florida, performed pursuant to a written agreement.
5. Venue is proper in Alachua County, Florida.

COUNT I – ENFORCEMENT OF CONSTRUCTION LIEN

6. At all times material, Plaintiff is and was a licensed contractor that contracted with Defendants to provide labor, services, and materials for improvements to the Property.
7. On or about October 25, 2022, Defendant had recorded a Notice of Commencement for improvements to the Property, a copy attached as Exhibit A.
8. Plaintiff provided labor, services, and materials toward the improvement of the Property.
9. On or about March 27, 2023, Plaintiff timely filed its Claim of Lien in the public records of Alachua County, a copy attached as Exhibit B.
10. The reasonable value of the labor, services, and materials furnished by Plaintiff that remains unpaid, and for which a lien is claimed, is \$71,097.35. Despite demands for payment, Defendant has refused and failed to pay.
11. Plaintiff has timely filed this action within one (1) year of the date of recording its Claim of Lien and has complied with all conditions precedent and all statutory prerequisites under Florida law.
12. Plaintiff has retained the undersigned attorney to represent it in this matter and is obligated to pay that attorney a reasonable fee for which

Defendant is liable under Section 713.29, Florida Statutes.

WHEREFORE, Plaintiff respectfully request the Court to enter final judgment:

- a. That Plaintiff has a valid and existing construction lien against the Property for the amount due Plaintiff, including prejudgment interest, costs, and attorneys' fees, or if it is determined that Plaintiff does not have a valid and existing construction lien against the Property for the amount due Plaintiff, that Plaintiff be granted a personal judgment against Defendants in accordance with Section 713.28(1), Florida Statutes;
- b. For the amount determined by the court to be due to Plaintiff;
- c. That, if Defendants default in payment of the amount due Plaintiff, the Property be sold at judicial sale in accordance with the law, and that all of Defendants' claims and interest in such Property be foreclosed;
- d. That, should a deficiency occur after application of the proceeds of the sale, Plaintiff be granted a deficiency judgment against Defendants;
and
- e. That the court grant attorneys' fees and costs and such other relief as the court deems just, necessary, and proper.

COUNT II – UNJUST ENRICHMENT

13. Plaintiff incorporates paragraphs 1 through 5 as if fully stated herein.

14. Plaintiff has provided labor, materials, and services to Defendants for which Defendants have not fully paid.
15. Plaintiff expected to be paid for said labor, materials, and services, which Defendants have failed to pay Plaintiff in the amount of \$71,097.35.
16. It would be inequitable for Defendants to receive the labor, materials, and services provided without paying the reasonable value of said services.
17. Plaintiff has retained the undersigned attorney to maintain this action and has become obligated for a reasonable attorney fee.

WHEREFORE, Plaintiff respectfully request the Court to enter final judgment against Defendants for the damages set forth herein, together with prejudgment interest, applicable interest on the judgment at the proper legal rate, court and litigation costs, reasonable attorney's fees, and for other such relief, both in law and or at equity, to which Plaintiff may show itself rightfully entitled.

/s/ Samuel C. Higginbottom

Samuel C Higginbottom, FBN 84266
Attorney for Plaintiffs
Law Office of Samuel C Higginbottom
10312 Bloomingdale Ave, Ste 108-315
Riverview, Florida 33578
813-825-1267
sch@lawsch.com
service@lawsch.com



NOTICE OF COMMENCEMENT

This Instrument Prepared By:

Name: Yorgelys Boreto
 Address: 6512 US Hwy 301 S Ste Riverview
 Permit No: _____
 Tax Folio No: 10864-014-000
 STATE OF: Florida
 COUNTY OF: Alachua

RECORDED IN OFFICIAL RECORDS
 INSTRUMENT # 3463159 1 PG(S)
 October 25, 2022 02:28:27 PM
 Book 5047 Page 841
 J.K. JESS IRBY, ESQ. Clerk Of Court
 ALACHUA COUNTY, Florida



THE UNDERSIGNED HEREBY gives notice that improvement(s) will be made to certain real property, and in accordance with Chapter 713, Florida Statutes, the following information is provided in this Notice of Commencement.

1. DESCRIPTION OF PROPERTY: Street Address: 11 NE 47th Ter
 Legal Description: Lake Ridge PB G-46
 2. GENERAL DESCRIPTION OF IMPROVEMENT(S): Solar

3. OWNER INFORMATION: a.) Name: Betty Thomas Address: 11 NE 47th Terr
 b.) Interest in Property: owner
 c.) Fee Simple Titleholder (if other than owner) Name: _____ Address: _____

4. CONTRACTOR: a.) Name: Solar Specialist Inc Address: 6512 US Hwy 301 S Ste 115 Riverview Phone: 813-938-3107

5. SURETY: a.) Name: _____ Address: _____
 b.) Amount of bond \$: _____ c.) Phone: _____

6. LENDER: a.) Name: _____ Address: _____ b.) Phone: _____

7. Persons within the State of Florida designated by Owner upon whom notices or other documents may be served as provided by Section 713.13(1)(a) 7., Florida Statutes:

a.) Name: _____ Address: _____ b.) Phone: _____

8. In addition to himself, Owner designates the following person(s) to receive a copy of Lienor's Notice as provided in Section 713.13(1)(b), Florida Statutes.

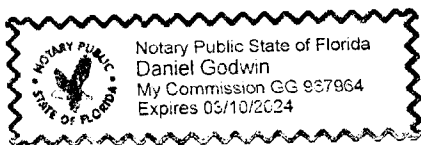
a.) Name: _____ Address: _____ b.) Phone: _____

9. Expiration date of notice of commencement (the expiration date is one (1) year from the date of recording unless a different date is specified.) _____

WARNING TO OWNER: ANY PAYMENTS MADE BY THE OWNER AFTER THE EXPIRATION OF THE NOTICE OF COMMENCEMENT ARE CONSIDERED IMPROPER PAYMENTS UNDER CHAPTER 713, PART I, SECTION 713.13, FLORIDA STATUTES, AND CAN RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT.

Betty Thomas
 Signature of Owner or Owner's Authorized Officer/Director
 Partner/Manager
 Signatory's Title/ Office _____

The foregoing instrument was acknowledged before me this 10 day of October, 2022 (year)
 by Betty Thomas (name of person) as owner (type of authority, e.g. officer,
 trustee, attorney in fact) for Solar Specialist Inc (name of party on behalf of whom instrument was executed).



Signature of Notary Public – State of Florida
 Print, Type, or Stamp Commissioned Name of Notary Public
 Commission Number: _____
 Personally Known ___ or Produced Identification FL DL

Verification Pursuant to Section 92.525, Florida Statutes
 Under penalties of perjury, I declare that I have read the foregoing and that the facts stated in it are true to the best of my knowledge and belief.

Daniel Godwin
 Signature of Natural Person Signing Above



WARNING!

THIS LEGAL DOCUMENT REFLECTS THAT A CONSTRUCTION LIEN HAS BEEN PLACED ON THE REAL PROPERTY LISTED HEREIN. UNLESS THE OWNER OF SUCH PROPERTY TAKES ACTION TO SHORTEN THE TIME PERIOD, THIS LIEN MAY REMAIN VALID FOR ONE YEAR FROM THE DATE OF RECORDING, AND SHALL EXPIRE AND BECOME NULL AND VOID THEREAFTER UNLESS LEGAL PROCEEDINGS HAVE BEEN COMMENCED TO FORECLOSE OR TO DISCHARGE THIS LIEN.

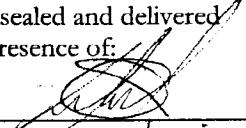
CLAIM OF LIEN

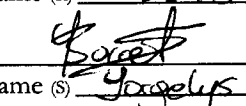
STATE OF FLORIDA
COUNTY OF (A) Alachua

BEFORE ME, the undersigned notary public, personally appeared (B) Christopher Greene
who being duly sworn and says that she or he is the (C) President
of (D) Solar Specialist Inc, Lienor, whose address
is (E) 6520 US Hwy 301 S, STE 115 Riverview, FL 33578,
and that in accordance with a contract with (F) Betty Thomas,
Lienor furnished labor, services or materials consisting of (G) New roof installation and Solar panels installation
on the following described real property in (H) Alachua County, Florida:

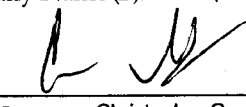
(I) 11 NE 47th Ter, Gainesville, FL 32641

owned by (J) Betty Thomas and Ernestine Stokes for a total value of \$(K) 71,097.35
of which there remains unpaid \$(L) 71,097.35 and furnished the first of the items on
(M) February 02, 2023 and the last of the items on (N) February 02, 2023, and that Lienor served her or his
Notice to Owner on the Owner on (O) February 24, 2023 by U.S. Certified Mail, Return
Receipt No. (P) 70220410000168476987, and that the Lienor served a copy of the notice on the contractor on
(Q) February 24, 2023 by U.S. Certified Mail, Return Receipt No. (R) 70220410000168476987.

Signed, sealed and delivered
in the presence of:


Print Name (R) Luis Calderon


Print Name (S) Yagelys Baret


Company Name (D): Solar Specialist Inc.
By: 

Print Name (B) Christopher Greene

(CORPORATE SEAL)

SWORN TO AND SUBSCRIBED BEFORE ME, by (B) Christopher Greene,
who is personally known to me or produced _____ as identification,
and who did take an oath this 20 day of March, 2023.

Copy Provided to: (U) Betty Thomas and Ernestine Stokes
11 NE 47th Ter
Gainesville, FL 32641



Notary Public; State of Florida (T)
My Commission Expires:

This document prepared by and
should be returned to: (V) Rosalia Greene
6520 US Hwy 301 S, STE 115
Riverview, FL 33578

