IN THE CIRCUIT COURT OF THE TWENTY-FIRST JUDICIAL CIRCUIT
IN AND FOR PLAYA COUNTY, FLORIDA
CIVIL DIVISION

RESIDENTIAL REDEVELOPMENT SOLUTIONS, LLC,
A Florida Limited Liability Company,

Plaintiff, CASE NO. 22-CA-

v.

GARCIA ROOFING, LLC,
A Florida Limited Liability Company,

Defendant.
_____ /

COMPLAINT

Plaintiff, RESIDENTIAL REDEVELOPMENT SOLUTIONS, LLC ("Plaintiff"), by and through its undersigned counsel, sues Defendant, GARCIA ROOFING, LLC ("Defendant"), and in furtherance thereof, Plaintiff alleges the following:

Parties, Jurisdiction, and Venue

1. Plaintiff is a Florida limited liability company that purchases, rehabilitates, and sells residential real property in the State of Florida.

2. Defendant is a Florida Limited Liability Company.

3. This Court has subject-matter jurisdiction because the amount in controversy exceeds $30,000.00, exclusive of interest, costs, and attorney's fees.

4. Venue is proper in Playa County, Florida, because the property at issue is in Playa County, and the causes of action accrued in Playa County.

General Allegations

5. In 2019, Plaintiff was a Florida Limited Liability Company specializing in flipping and selling residential real estate throughout the State of Florida.

6. On July 2, 2019, Plaintiff purchased a parcel of residential real property, which included a fully built residence, in Playa County, Florida ("the Property").

7. Plaintiff planned to flip and sell the Property.

8. At the time, Plaintiff's principal was Mr. Justin Stallworth ("Mr. Stallworth").

9. On October 18, 2019, Hurricane Bruno, a category 3 hurricane, struck Playa County, causing catastrophic damage in Playa County.

10. Hurricane Burno damaged the Property's asphalt roof.

11. As a result of Hurricane Bruno, the Property's asphalt roof had to be replaced.

12. In December of 2019, Plaintiff, through its principal, Justin Stallworth, contacted Defendant to hire Defendant to replace the Property's roof.

13. At the time, Defendant was unlicensed.

14. Defendant never told Plaintiff that it was unlicensed.

15. Plaintiff would not have agreed to hire Defendant if Plaintiff had known that Defendant was unlicensed.

16. On December 16, 2019, Plaintiff and Defendant executed a written roofing contract (the "December 16, 2019 Agreement").

17. A true and accurate copy of the December 16, 2019 Agreement is attached hereto and incorporated herein as **Exhibit "1"**.

18. As part of the December 16, 2019 Agreement, Plaintiff agreed to pay Defendant $65,000.00 to remove the Property's existing asphalt roof and replace it with a new metal roof.

19. The new metal roof would cover the Property's 3,000.00 square feet.

20. The December 16, 2019 Agreement included an estimated completion date of May 29, 2020.

21. On December 16, 2019, Plaintiff paid Defendant a 20% deposit of $13,000.00.

22. On February 14, 2020, Playa County issued a permit for the Property's new roof ("the Permit").

23. The Permit was scheduled to expire six months later, on August 14, 2020.

24. On August 14, 2020, the Permit expired.

25. Defendant did not extend the Permit or make any attempts to extend the Permit.

26. On October 5, 2020, Plaintiff contacted Defendant and asked Defendant about the Project's status.

27. Defendant told Plaintiff that the Project was right on track and that everything was on schedule.

28. Defendant's representations to Plaintiff were false at the time it made them to Plaintiff, and Defendant knew these representations were false when it made them to Plaintiff.

29. At the time, Defendant requested a $7,000.00 payment from Plaintiff in furtherance of the Project.

30. On October 5, 2020, Plaintiff paid Defendant the $7,000.00 payment as requested.

31. By that time, Defendant had done nothing to move the Project along, besides pulling the Permit.

32. In October of 2020, Defendant finished tearing off the Property's old asphalt roof.

33. On October 26, 2020, Defendant texted Plaintiff and told Plaintiff it would cost another $10,000.00 to order enough roofing supplies to get started on the Property's new metal roof.

34. On December 9, 2020, Defendant sent another text message to Plaintiff, asking Plaintiff for an additional $10,000.00 for roofing materials so Garcia Roofing could begin installing the Property's new metal roof.

35. On December 18, 2020, Plaintiff paid Defendant an additional $10,000.00 as requested.

36. On February 17, 2021, the Playa County Building Department issued a Stop Work Order after discovering the Permit had expired.

37. The Playa County Building Department sent a copy of the expired Permit and Stop Work Order to Plaintiff.

38. Once Plaintiff received these documents from the Playa County Building Department and realized that the Permit had expired and that Defendant had not extended the Permit, Plaintiff terminated Defendant.

39. Plaintiff hired a subsequent contractor to change over the Permit, repair defects, pass the final inspection, close out the Permit, and complete the Project.

40. Plaintiff's subsequent contractor charged Plaintiff $15,000.00 for its work on the Project.

41. On March 12, 2021, Plaintiff recorded a Claim of Lien in the Public Records of Playa County, Florida, against the Property for $35,000.00.

42. At the time, Plaintiff had listed the Property.

43. The Claim of Lien caused Plaintiff to have to de-list the Property and breach its listing agreement with its realtor.

44. At all relevant times, Defendant was not licensed to perform the roofing work required by the December 16, 2019 Agreement.

Count I – Fraudulent Lien

45. Plaintiff realleges paragraphs 1-45 as if fully set forth herein.

46. On March 12, 2021, Defendant recorded a Claim of Lien against the Property asserting $35,000.00 was due and owing under the December 16, 2019 Agreement.

47. A true and accurate copy of the Claim of Lien is attached hereto and incorporated herein as **Exhibit "2"**.

48. Defendant willfully exaggerated the amount of the lien and/or included amounts not properly due, causing damages to Plaintiff, including delay of sale and costs associated with clearing title.

49. Plaintiff is entitled to damages, costs, and attorney's fees, and to discharge and cancellation of the fraudulent lien.

WHEREFORE, Plaintiff demands a judgment against Defendant as follows:

A. A judgment finding the Claim of Lien was willfully exaggerated by Defendant and therefore fraudulent;

B. A judgment finding the Claim of Lien is completely unenforceable because it is fraudulent;

C. An award of Plaintiff's court costs;

D. An award of Plaintiff's clerk's fees;

E. An award of Plaintiff's reasonable attorneys' fees;

F. An award of Plaintiff's costs for any services Plaintiff must obtain to secure the discharge of the Claim of Lien;

G. An award of punitive damages; and

H. A judgment granting such other and further relief as this Court deems just and appropriate under the circumstances.

Count II – Breach of Contract

50. Plaintiff realleges paragraphs 1-45 as if fully set forth herein.

51. The December 16, 2019 Agreement was a valid and enforceable contract.

52. Defendant materially breached the parties' December 16, 2019 Agreement because it failed to complete the Project by the May 29, 2020

deadline, and because it allowed a Stop Work Order to be placed on the Project when it failed to renew the Permit.

53. As a direct and proximate result, Plaintiff suffered damages, including additional contractor costs, delay damages, and other losses.

54. Plaintiff is entitled to damages, costs, and other appropriate relief from Defendant.

WHEREFORE, Plaintiff demands a judgment against Defendant as follows:

A. An award of compensatory damages, including pre-judgment and post-judgment interest;

B. An award of Plaintiff's court costs; and

C. A judgment granting such other and further relief as this Court deems just and appropriate under the circumstances.

Demand for Jury Trial

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

THE HOMEOWNERS' RIGHTS LAW FIRM

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IN THE CIRCUIT COURT OF THE TWENTY-FIRST JUDICIAL CIRCUIT
IN AND FOR PLAYA COUNTY, FLORIDA
CIVIL DIVISION

RESIDENTIAL REDEVELOPMENT SOLUTIONS, LLC,
A Florida Limited Liability Company,

Plaintiff, CASE NO. 22-CA-1744

v.

GARCIA ROOFING, LLC,
A Florida Limited Liability Company,

Defendant.
_____ /

ANSWER, AFFIRMATIVE DEFENSES, AND COUNTERCLAIMS TO PLAINTIFF'S COMPLAINT

Defendant/Counter-Plaintiff, GARCIA ROOFING, LLC ("Garcia Roofing"), files its Answer and Affirmative Defenses to Plaintiff's Complaint filed in this action on July 15, 2022 ("the Complaint"), and sues Counter-Defendant, RESIDENTIAL REDEVELOPMENT SOLUTIONS, LLC ("Plaintiff" or "Residential Redevelopment"), and in furtherance thereof, Garcia Roofing states the following:

Parties, Jurisdiction, and Venue

1. Without knowledge, therefore denied.
2. Admitted.
3. Admitted for jurisdictional purposes only, otherwise without knowledge and therefore denied.
4. Admitted for venue purposes only, otherwise without knowledge and therefore denied.

General Allegations

5. Without knowledge, therefore denied.

6. Without knowledge, therefore denied.

7. Without knowledge, therefore denied.

8. Admitted.

9. Admitted.

10. Admitted.

11. Admitted.

12. Admitted.

13. Admitted.

14. Admitted.

15. Denied.

16. Admitted.

17. Admitted.

18. Admitted.

19. Admitted.

20. Admitted.

21. Admitted.

22. Admitted.

23. Admitted.

24. Admitted.

25. Admitted.

26. Admitted.

27. Admitted.

28. Without knowledge, therefore denied.

29. Admitted.

30. Admitted.

31. Denied.

32. Admitted.

33. Admitted.

34. Admitted.

35. Admitted.

36. Admitted.

37. Without knowledge, therefore denied.

38. Without knowledge, therefore denied.

39. Without knowledge, therefore denied.

40. Without knowledge, therefore denied.

41. Admitted.

42. Without knowledge, therefore denied.

43. Denied.

44. Denied.

Count I – Fraudulent Lien

45. Garcia Roofing re-alleges its responses to paragraphs 1-45 as if fully set forth herein.

46. Admitted.

47. Admitted.

48. Denied.

49. Denied.

Count II – Breach of Contract

50. Garcia Roofing re-alleges its responses to paragraphs 1-45 as if fully set forth herein.

51. Admitted.

52. Denied.

53. Denied.

54. Denied.

Affirmative Defenses

1. Substantial Performance/Setoff. Defendant substantially performed by removing the old roof and installing a substantially complete new metal roof, with only minor defects remediated by a subsequent contractor; any damages must be reduced by the value of the labor and materials furnished and by the limited corrective/administrative costs incurred by Plaintiff.

2. Prior Material Breach by Plaintiff. Plaintiff materially breached by failing to timely remit agreed progress funds and by unilaterally altering payment expectations tied to insurance proceeds, despite the contract containing no such draw schedule or insurer-payment condition, excusing or mitigating any alleged breach by Garcia Roofing.

3. Waiver and Estoppel. Plaintiff's continued payments after alleged defaults, including the October 5, 2020 and December 18, 2020 payments, and its direction to proceed with work despite timing disputes, constitute waiver or estoppel of strict enforcement of the original estimated completion date.

4. Offset/Recoupment. Any recovery by Plaintiff must be offset by the value of improvements conferred, including the completed metal roof and furnished materials.

5. Good Faith. Defendant acted in good faith in performance and billing, including recording a lien aligned with the contract balance and later amending it to reflect only out-of-pocket sums, defeating any claim of fraudulent intent.

6. Impossibility/Frustration. Project timing and permitting progress were impacted by the COVID-19 pandemic, including cancellation of Mr. Diego Garcia's March 2020 roofing exam, which delayed licensure and associated administrative actions.

7. Lack of Reliance/Causation. Plaintiff's alleged damages were caused by insurance coverage issues and market timing unrelated to any purported misrepresentation.

Defendant reserves the right to assert additional defenses as discovery warrants.

COUNTER-CLAIMS

Counter-Plaintiff, GARCIA ROOFING, LLC ("Garcia Roofing") sues Counter-Defendant, RESIDENTIAL REDEVELOPMENT SOLUTIONS, LLC ("Counter-Defendant" or "Residential Redevelopment"), and in furtherance thereof, Garcia Roofing alleges the following:

Parties, Jurisdiction, and Venue

1. Garcia Roofing, LLC is a Florida limited liability company.
2. This Court has subject-matter jurisdiction because the amount in controversy exceeds $30,000.00, exclusive of interest, costs, and attorney's fees.
3. Venue is proper in Playa County, Florida, because the property at issue is in Playa County, and the causes of action accrued in Playa County.

General Allegations

4. In 2014, Diego Garcia began working for his friend's roofing company in Playa County, Florida.
5. Mr. Garcia's friend, Juan Delgado, was a Florida licensed roofer, with his own roofing company, Delgado Roofing, LLC, a Florida Limited Liability Company.
6. Eventually, Mr. Garcia wanted to own and operate his own roofing company, Garcia Roofing, LLC.
7. Mr. Garcia was not a licensed Florida roofer yet, but he planned on taking the exam in the future.
8. In 2019, Mr. Garcia formed Garcia Roofing as a Florida Limited Liability Company.
9. On June 4, 2019, after Mr. Garcia had worked for Mr. Delgado for five years at Delgado Roofing, LLC, Mr. Garcia resigned from Delgado Roofing, LLC and formed Garcia Roofing, LLC as a Florida Limited Liability Company.
10. Mr. Garcia and Mr. Delgado parted on good terms, and Mr. Delgado supported Mr. Garcia's dream of starting his own roofing company.

11. Mr. Delgado told Mr. Garcia he would agree to serve as Garcia Roofing LLC's primary qualifying agent until the state of Florida issued Mr. Garcia a roofing license.

12. On July 2, 2019, Residential Redevelopment purchased a parcel of residential real property, which included a fully built residence, in Playa County, Florida ("the Property").

13. At the time, Residential Redevelopment's principal was Mr. Justin Stallworth ("Mr. Stallworth").

14. On October 18, 2019, Hurricane Bruno, a Category 3 Hurricane, struck Playa County, causing catastrophic damage in Playa County.

15. Hurricane Burno damaged the Property's asphalt roof.

16. As a result of Hurricane Bruno, the Property's asphalt roof had to be replaced.

17. In December of 2019, Residential Redevelopment, through its principal, Justin Stallworth, contacted Mr. Garcia to hire Garcia Roofing to replace the Property's roof.

18. At the time, Mr. Garcia believed Mr. Delgado was currently serving as Garcia Roofing's primary qualifying agent.

19. At the time, Mr. Garcia told Mr. Stallworth that he was not a licensed roofer yet, but that he was studying to take the Florida roofer's exam in March of 2020.

20. Mr. Stallworth verbally told Mr. Garcia that the delay was fine because Residential Redevelopment's homeowner's insurance carrier had not paid out on its claim on the Property yet anyway.

21. On December 16, 2019, Residential Redevelopment and Garcia Roofing executed a written roofing contract (the "December 16, 2019 Agreement").

22. As part of the December 16, 2019 Agreement, Residential Redevelopment agreed to pay Garcia Roofing $65,000.00 to remove the Property's existing asphalt roof and replace it with a new metal roof.

23. The new metal roof would cover the Property's 3,000.00 square feet.

24. On December 16, 2019, Residential Redevelopment paid Garcia Roofing 20% of the $65,000.00 Project purchase, or $13,000.00, as a deposit.

25. Because Mr. Garcia was just starting his business, he had not opened a business checking account yet, so Mr. Garcia told Mr. Stallworth to have Residential Redevelopment make the checks out to him personally.

26. In January of 2020, Mr. Garcia contacted Mr. Delgado and asked him to pull the Permit for the Project.

27. Mr. Delgado agreed that he would use his Florida roofer's license to pull the permit for the Property's new roof.

28. On February 14, 2020, Playa County issued Mr. Delgado the permit for the Property's new roof ("the Permit").

29. In March of 2020, Mr. Garcia's roofing exam was cancelled due to the covid-19 pandemic.

30. Mr. Garcia rescheduled his roofing exam for September 18, 2020.

31. On September 18, 2020 Mr. Garcia took the Florida's roofing exam.

32. Mr. Garcia passed the roofing exam.

33. The parties' December 16, 2019 Agreement did not include a draw/payment schedule.

34. On October 5, 2020, Mr. Garcia requested a $7,000.00 payment from Mr. Stallworth so Mr. Garcia could remove the Property's old roof.

35. Mr. Stallworth told Mr. Garcia that Residential Redevelopment's insurance carrier was going to be paying for Garcia Roofing, not Residential Redevelopment, and that Residential Redevelopment was still waiting for its insurance carrier to process the claim.

36. However, that was not what the parties had agreed to within the December 16, 2019 Agreement.

37. Garcia Roofing did not have a contract with Residential Redevelopment's insurance carrier to complete the Project.

38. On October 5, 2020, Residential Redevelopment paid Mr. Garcia the $7,000.00 payment as requested.

39. On October 7, 2020, Mr. Stallworth called Mr. Garcia, telling him that if the Property's new roof was not completed by the end of the month, Mr. Stallworth would fire him and demand Residential Redevelopment's money back.

40. Based upon this call with Mr. Stallworth, on October 9, 2020, Garcia Roofing quickly purchased $15,000.00 worth of metal roofing supplies.

41. On Saturday, October 10, 2020, Garcia Roofing started tearing off the Property's old roof.

42. In October of 2020, Garcia Roofing finished tearing off the Property's old asphalt roof.

43. After Garcia Roofing finished tearing off the Property's old asphalt roof, Mr. Garcia sent Mr. Stallworth pictures of the removed roof to show Garcia Roofing's progress.

44. On October 26, 2020, Mr. Garcia texted Mr. Stallworth and told Mr. Stallworth it would cost another $10,000.00 to order enough roofing supplies to get started on the Property's new metal roof.

45. Mr. Stallworth did not respond to Mr. Garcia's October 26, 2020 text message.

46. On November 16, 2020, the State of Florida issued Mr. Garcia his roofing license.

47. On December 9, 2020, Mr. Garcia followed up on his October 26, 2020 text message to Mr. Stallworth, asking Mr. Stallworth for an additional $10,000.00 for roofing materials so Garcia Roofing could begin the Property's new metal roof.

48. On December 18, 2020, Plaintiff paid Mr. Garcia an additional $10,000.00 as requested.

49. Plaintiff made the $10,000.00 Check payable to Mr. Garcia, individually, as requested by Mr. Garcia.

50. Mr. Garcia deposited the check into Garcia Roofing's new business account.

51. On January 11, 2021, Mr. Garcia texted Mr. Stallworth and asked Residential Redevelopment for an additional $10,000.00 for the Project.

52. Mr. Stallworth refused and told Mr. Garcia that the remaining $35,000.00, due under the contract, would be paid when Garcia Roofing finished the Property's roof.

53. Mr. Garcia told Mr. Stallworth that this was not what they had agreed to.

54. Mr. Stallworth texted back:

"I don't care what we previously agreed to. We also didn't agree you could pick and choose when you wanted to work and when you didn't. This roof should have been done by now – it is WAY OVERDUE which is YOUR FAULT ALONE. Your foot dragging and empty excuses are not ok with me. You're way behind schedule, which is not ok for me and my business. The market is heating up, we should have flipped this house by now, and you are the only one standing in our way, preventing us from selling it. If you don't finish the roof ASAP, I will fire you, which will be the least of your worries if we can't flip this house in the next 30 days. Stop asking me for more money and finish the roof ASAP."

55. Concerned about his reputation being damaged, Mr. Garcia decided to complete the Property's new metal roof, and then worry about the remaining $35,000.00 later.

56. In total, Garcia Roofing spent $40,000.00 on materials, equipment, and supplies, and expected to receive $25,000.00 for its labor and profit, for the $65,000.00 total.

57. Mr. Garcia used Residential Roofing's $30,000.00 to pay for the materials, equipment, and supplies, and then spent another $10,000.00 of its own funds from Garcia Roofing's business checking account to pay for the other materials, equipment, and supplies.

58. On January 29, 2021, Garcia Roofing completed the Property's new metal roof.

59. After Garcia Roofing completed the Property's new metal roof, Residential Redevelopment fired Garcia Roofing.

60. After Residential Redevelopment fired Garcia Roofing, Residential Redevelopment refused to pay Garcia Roofing anything more towards the Property's new metal roof.

61. On March 12, 2021, Garcia Roofing recorded a Claim of Lien in the Public Records of Playa County, Florida, against the Property for $35,000.00.

62. Since then, Residential Redevelopment has not made any payments towards this $35,000.00 Claim of Lien.

Count I – Lien Foreclosure

63. Garcia Roofing re-alleges paragraphs 1 through 62 as if fully set forth herein.

64. This is an action to enforce and foreclose on a Mechanic's Lien pursuant to Florida Statutes, Chapters 713 and 85.

65. At all times material herein, Residential Redevelopment was and is the owner of the following described real property:

Lot 10, Block A, Revised Plat of a Portion of Playa Estates, according to the plat thereof recorded in Plat Book 8, Page 134, Public Records of Playa County, Florida. Parcel Identification Number 34-44-24-P1-0051G.0020 ("the Property").

66. On December 16, 2019, Residential Redevelopment and Garcia Roofing entered into a written agreement whereby Garcia Roofing agreed to provide labor, services, and/or materials to construct a new metal roof on the Property, and for which Residential Redevelopment agreed to pay for same.

67. In accordance with the parties' December 16, 2019 Agreement, Garcia Roofing timely commenced its duties under said agreement.

68. Garcia Roofing's last day of work was on January 29, 2021, when Garcia Roofing successfully completed installing the Property's new metal roof.

69. Garcia Roofing remains unpaid $35,000.00 under said agreement.

70. Residential Redevelopment has breached its duties by failing to pay Garcia Roofing.

71. Garcia Roofing has caused to record its Claim of Lien on March 12, 2021, as Instrument No. 6674586 in the Public Records of Playa County, Florida, for the sum of $35,000.00.

72. Garcia Roofing caused a copy of the Claim of Lien to be delivered to Residential Redevelopment by United States Certified Mail.

73. Garcia Roofing has timely filed this action within one year of the recording of the Claim of Lien and has complied with all other conditions precedent and all statutory pre-requisites under Florida Statutes Chapter 713.

74. Garcia Roofing has been required to retain the undersigned attorney to maintain this action and has agreed to pay said law firm its fees for its services.

WHEREFORE, Garcia Roofing respectfully requests that this Honorable Court:

A. Recognize Garcia Roofing's lien claim in the amount found to be due, plus interest, costs, and attorney's fees;

B. Order the Property to be sold to pay the Claim of Lien;

C. Render a personal money judgment against Residential Redevelopment if the lien is not satisfied in full at the Court ordered sale; and

D. Grant such other and further relief as this Court deems just and appropriate under the circumstances.

Count II – Breach of Contract

75. Garcia Roofing re-alleges paragraphs 1 through 62 as if fully set forth herein.

76. The December 16, 2019 Agreement is a valid and enforceable contract between the parties.

77. Garcia Roofing timely and successfully completed all of its contractual duties and obligations which it owed Residential Redevelopment pursuant to and in accordance with the parties' December 16, 2019 Agreement.

78. Residential Redevelopment materially breached the parties' December 16, 2019 Agreement by failing to pay Garcia Roofing the sum of $35,000.00 when due.

79. As a direct and proximate cause of Residential Redevelopment's material breach of the parties' December 16, 2019 Agreement, Garcia Roofing has suffered damages.

WHEREFORE, Garcia Roofing respectfully requests this Honorable Court:

A. Award Garcia Roofing compensatory damages, including pre-judgment and post-judgment interest;

B. Award Garcia Roofing its costs incurred in furtherance of this action, including but not necessarily limited to, its court costs; and

C. Grant Garcia Roofing such other and further relief as this Court deems just and appropriate under the circumstances.

Demand for Jury Trial

Garcia Roofing demands a trial by jury on all issues so triable.

HAYWOOD LEGAL GROUP P.A.

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IN THE CIRCUIT COURT OF THE TWENTY-FIRST JUDICIAL CIRCUIT
IN AND FOR PLAYA COUNTY, FLORIDA
CIVIL DIVISION

RESIDENTIAL REDEVELOPMENT SOLUTIONS, LLC,
A Florida Limited Liability Company,

Plaintiff, CASE NO. 22-CA-1744

v.

GARCIA ROOFING, LLC,
A Florida Limited Liability Company; and
DIEGO GARCIA, an individual,

Defendants.
_____ /

ANSWER AND AFFIRMATIVE DEFENSES TO COUNTER-PLAINTIFF'S COUNTER-CLAIMS

Plaintiff, RESIDENTIAL REDEVELOPMENT SOLUTIONS, LLC ("Plaintiff") files this answer and affirmative defense in response to the counterclaims filed by Defendant, GARCIA ROOFING, LLC ("Defendant") in this action on August 10, 2022, and in furtherance thereof, Plaintiff states the following:

Parties, Jurisdiction, and Venue

1. Admitted.
2. Admitted for jurisdictional purposes only, otherwise without knowledge and therefore denied.
3. Admitted for venue purposes only, otherwise without knowledge and therefore denied.

General Allegations

4. Without knowledge, therefore denied.

5. Without knowledge, therefore denied.

6. Without knowledge, therefore denied.

7. Admitted that Mr. Garcia was not a licensed Florida roofer; otherwise without knowledge and therefore denied.

8. Without knowledge, therefore denied.

9. Without knowledge, therefore denied.

10. Without knowledge, therefore denied.

11. Without knowledge, therefore denied.

12. Admitted.

13. Admitted.

14. Admitted.

15. Admitted.

16. Admitted.

17. Admitted.

18. Without knowledge, therefore denied.

19. Denied.

20. Denied.

21. Admitted.

22. Admitted.

23. Admitted.

24. Admitted.

25. Admitted that Mr. Garcia told Mr. Stallworth to have Residential Redevelopment make the checks out to him personally; otherwise, without knowledge and therefore denied.
26. Without knowledge, therefore denied.
27. Without knowledge, therefore denied.
28. Admitted.
29. Without knowledge, therefore denied.
30. Without knowledge, therefore denied.
31. Without knowledge, therefore denied.
32. Without knowledge, therefore denied.
33. Admitted.
34. Admitted.
35. Denied.
36. The December 16, 2019 Agreement speaks for itself.
37. Without knowledge, therefore denied.
38. Admitted.
39. Admitted.
40. Without knowledge, therefore denied.
41. Without knowledge, therefore denied.
42. Denied.
43. Admitted that Mr. Garcia sent Mr. Stallworth photographs of a removed roof; otherwise without knowledge and therefore denied.
44. Admitted.

45. Without knowledge, therefore denied.

46. Without knowledge, therefore denied.

47. Admitted.

48. Admitted.

49. Admitted.

50. Without knowledge, therefore denied.

51. Admitted.

52. Admitted.

53. Admitted.

54. Admitted.

55. Without knowledge, therefore denied.

56. Without knowledge, therefore denied.

57. Without knowledge, therefore denied.

58. Denied.

59. Denied.

60. Admitted.

61. Admitted.

62. Denied that the Claim of Lien is valid or enforceable; otherwise admitted.

Count I – Lien Foreclosure

63. Plaintiff re-alleges its responses to paragraphs 1-62 as if fully set forth herein.

64. Admitted for jurisdictional purposes only, otherwise denied.

65. Admitted.

66. Admitted.

67. Denied.

68. Denied.

69. Denied.

70. Denied.

71. Denied the Claim of Lien is valid or enforceable, otherwise admitted.

72. Denied the Claim of Lien is valid or enforceable, otherwise admitted.

73. Denied the Claim of Lien is valid or enforceable; otherwise without knowledge and therefore denied.

74. Without knowledge, therefore denied.

Count II – Breach of Contract

75. Plaintiff re-alleges its responses to paragraphs 1-62 as if fully set forth herein.

76. Admitted.

77. Denied.

78. Denied.

79. Denied.

Affirmative Defenses

1. Fraudulent Lien. The Claim of Lien is fraudulent and therefore unenforceable against Plaintiff.

2. Prior Material Breach. Defendant materially breached the parties' December 16, 2019 Agreement first by failing to timely complete the Project, by not pulling a Permit for the Project, by allowing the Permit to expire, and by not taking any actions to renew the Permit, resulting in the issuance of a Stop Work Order on the

Project. Once Defendant materially breached the parties' December 16, 2019 Agreement first, Defendant's prior material breach excused Plaintiff's future non-performance.

THE HOMEOWNERS' RIGHTS LAW FIRM

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A Florida Limited Liability Company,

Plaintiff, CASE NO. 22-CA-1744

v.

GARCIA ROOFING, LLC,
A Florida Limited Liability Company,

Defendant.
_____ /

AGREED ORDER ON UNOPPOSED MOTION FOR LEAVE TO AMEND COMPLAINT AND ADD DEFENDANT

THIS MATTER came before this Court on April 11, 2022, upon Plaintiff Residential Redevelopment Solutions, LLC's Unopposed Motion for Leave to Amend Complaint and Add Defendant. This Court, having reviewed the motion, being otherwise duly advised in the premises, and noting that the Motion is unopposed, finds good cause to grant the relief requested. Accordingly, it is

ORDERED AND ADJUDGED as follows:

1. Plaintiff's Unopposed Motion for Leave to Amend Complaint and Add Defendant is GRANTED.

2. Plaintiff is granted leave to file the Amended Complaint in the form attached to the Motion.

3. Defendants shall have thirty days from the date the Amended Complaint is served upon them to respond to the Amended Complaint.

It is so ordered.

DONE AND ORDERED in Chambers in Playa County, Florida, on April 11, 2022.

/s/ Donald E. Stewart

Hon. Donald E. Stewart

Circuit Court Judge

IN THE CIRCUIT COURT OF THE TWENTY-FIRST JUDICIAL CIRCUIT
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Plaintiff, CASE NO. 22-CA-1744

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GARCIA ROOFING, LLC,
A Florida Limited Liability Company; and
DIEGO GARCIA, an individual,

Defendants.
_____ /

FIRST AMENDED COMPLAINT

Plaintiff, RESIDENTIAL REDEVELOPMENT SOLUTIONS, LLC ("Residential Redevelopment"), sues Defendants, GARCIA ROOFING, LLC ("Defendant Garcia Roofing"), and DIEGO GARCIA, an individual ("Defendant Garcia") (collectively "Defendants"), and in furtherance thereof, Plaintiff alleges the following:

PARTIES, JURISDICTION, AND VENUE

1. Residential Redevelopment is a Florida Limited Liability Company that purchases, rehabilitates, and sells residential real property in Florida.
2. Defendant Garcia Roofing is a Florida Limited Liability Company.
3. Defendant Garcia is an individual who, at all relevant times, owned and operated Garcia Roofing, LLC.
4. This Court has subject-matter jurisdiction because the amount in controversy exceeds $30,000.00, exclusive of interest, costs, and attorney's fees.

5. Venue is proper in Playa County, Florida, because the property at issue is in Playa County, and the causes of action accrued in Playa County.

GENERAL ALLEGATIONS

6. In 2019, Residential Redevelopment was a Florida Limited Liability Company specializing in flipping and selling residential real estate throughout the State of Florida.

7. There exists a parcel of residential real property located in Playa County, Florida, at 6400 Pine Grove Road, Playa Bay, Florida 33141, more specifically described as the following:

   Lot 10, Block A, Revised Plat of a Poriton of Playa Estates, according to the plat thereof recorded in Plat Book 8, Page 134, Public Records of Playa County, Florida. Parcel Identification Number 34-44-24-P1-0051G.0020 ("the Property").

8. On July 2, 2019, Residential Redevelopment purchased the Property.

9. Residential Redevelopment planned to flip and sell the Property.

10. At the time, Residential Redevelopment's principal was Mr. Justin Stallworth ("Mr. Stallworth").

11. On October 18, 2019, Hurricane Bruno, a Category 3 Hurricane, struck Playa County, causing catastrophic damage in Playa County.

12. The Playa County Board of County Commissioners declared a state of emergency for Playa County.

13. That emergency declaration lasted through December 31, 2019.

14. Hurricane Burno damaged the Property's asphalt roof.

15. As a result of Hurricane Bruno, the Property's asphalt roof had to be replaced.
16. In December of 2019, Residential Redevelopment, through its principal, Justin Stallworth, contacted Defendant Garcia to hire Defendant Garcia Roofing to replace the Property's roof.
17. At the time, Defendant Garcia was not a licensed roofer.
18. Defendant Garcia never told Residential Redevelopment that Defendant Garcia was unlicensed.
19. Residential Redevelopment would not have agreed to hire Defendant Garcia or his company Defendant Garcia Roofing if Residential Redevelopment had known that Defendant Garcia was unlicensed.
20. Residential Redevelopment agreed to pay Defendant Garcia Roofing $65,000.00 to remove the Property's existing asphalt roof and replace it with a new metal roof.
21. The new metal roof would cover the Property's 3,000.00 square feet.
22. The parties agreed that the Project would be completed by May 29, 2020.
23. When Residential Redevelopment was agreeing to pay Defendant Garcia Roofing, on December 16, 2019, Defendants presented Residential Redevelopment with a document ("the December 16, 2019 Document").
24. The December 16, 2019 Document listed a Florida roofing license on it.
25. However, that Florida roofing licensed number belonged to a Mr. Juan Delgado.
26. Mr. Juan Delgado has never served as an officer, employee, or worker at Defendant Garcia Roofing.

27. Mr. Juan Delgado has never served as Defendant Garcia Roofing's qualifying agent.

28. The December 16, 2019 Document did not state whose license number the license belonged to.

29. It was reasonable for Residential Redevelopment to infer that the license number belonged to Defendant Garcia Roofing or to Defendant Garcia, even though it did not.

30. By including Mr. Delgado's license number as part of the December 16, 2019 Document, Defendant Garcia wanted Residential Redevelopment to believe, incorrectly, that Defendant Garcia and his company were licensed, when in fact, they were not.

31. On December 16, 2019, Residential Redevelopment paid Defendant Garcia Roofing a 20% deposit of $13,000.00, which Defendant Garcia directed to be made out to him personally and deposited into his own personal bank account.

32. In January through February of 2020, Defendant Garcia arranged for Mr. Delgado to apply for the construction project's building permit using Mr. Delgado's license.

33. Defendant Garcia never told Residential Redevelopment that he was going to ask Mr. Delgado to use his license to apply for the project's building permit.

34. Mr. Delgado agreed to use his license to apply for the project's building permit.

35. Residential Redevelopment and Mr. Delgado never had a contract for Mr. Delgado or his company to perform any of the work on the roofing project.

36. On February 14, 2020, Playa County issued Mr. Delgado the permit for the Property's new roof ("the Permit").

37. The Permit was scheduled to expire six months later, on August 14, 2020.

38. No one ever filed any paperwork to have Mr. Delgado removed from the Permit.

39. On August 14, 2020, the Permit expired.

40. No one extended the Permit or made any attempts to extend the Permit.

41. On October 5, 2020, Residential Redevelopment contacted Defendant Garcia and asked Defendant Garcia about the Project's status.

42. Defendant Garcia told Residential Redevelopment that the Project was right on track and that everything was on schedule.

43. Defendant Garcia's representations to Residential Redevelopment were false at the time he made them to Residential Redevelopment, and Defendant Garcia knew these representations were false when he made them to Residential Redevelopment.

44. At the time, Defendant Garcia requested a $7,000.00 payment from Residential Redevelopment in furtherance of the Project.

45. On October 5, 2020, Residential Redevelopment paid Defendant Garcia the $7,000.00 payment as requested.

46. By that time, Defendant Garcia Roofing had done nothing to move the Project along, besides arranging for Mr. Delgado to pull the Permit.

47. In October of 2020, Defendant Garcia Roofing removed the Property's old asphalt roof.

48. After Defendant Garcia Roofing removed Property's old asphalt roof, Defendant Garcia sent Residential Redevelopment photographs of the removed roof.

49. On October 26, 2020, Defendant Garcia texted Residential Redevelopment and told Residential Redevelopment that it would cost another $10,000.00 to order enough roofing supplies to get started on the Property's new metal roof.

50. On December 9, 2020, Defendant Garcia sent another text message to Residential Redevelopment, asking Residential Redevelopment for an additional $10,000.00 for roofing materials so Defendant Garcia Roofing could begin installing the Property's new metal roof.

51. On December 18, 2020, Residential Redevelopment paid Defendant Garcia an additional $10,000.00 as requested.

52. Residential Redevelopment made the $10,000.00 Check payable to Defendant Garcia, individually, as requested by Defendant Garcia.

53. On February 17, 2021, the Playa County Building Department issued a Stop Work Order after discovering the Permit had expired.

54. The Playa County Building Department issued a copy of the expired Permit and Stop Work Order to Residential Redevelopment.

55. Once Residential Redevelopment received these documents from the Playa County Building Department and realized that the Permit had expired, that Defendants had done nothing to extend the Permit, and that the Permit had been pulled by a completely unrelated third party with whom Residential Redevelopment did not have a contract with, Residential Redevelopment

immediately terminated Defendant Garcia Roofing and Defendant Garcia from the Project.

56. Residential Redevelopment hired a subsequent contractor to change over the Permit, repair defects, pass the final inspection, close out the Permit, and complete the Project.

57. Residential Redevelopment's subsequent contractor charged Residential Redevelopment $15,000.00 for its work on the Project.

58. On March 12, 2021, Defendant Garcia Roofing recorded a Claim of Lien in the Public Records of Playa County, Florida, against the Property for $35,000.00.

59. At the time, Residential Redevelopment had listed the Property.

60. The Claim of Lien caused Residential Redevelopment to have to de-list the Property and breach its listing agreement with its realtor.

61. At all relevant times, Defendant Garcia and Defendant Garcia Roofing were not licensed to perform the Project.

Count I – Fraudulent Lien (Against both Defendants)

62. Residential Redevelopment re-alleges paragraphs 1-61 as if fully set forth herein.

63. On March 12, 2021, Defendant Garcia Roofing recorded a Claim of Lien against the Property asserting $35,000.00 was due and owing because Residential Redevelopment signed the December 16, 2019 Document.

64. The Claim of Lien was for work Defendant Garcia Roofing and Defendant Garcia performed while Defendant Garcia was operating as an unlicensed roofer.

65. Defendants were unlicensed contractors when Residential Redevelopment signed the December 16, 2019 Document.

66. Because Defendants were unlicensed contractors when Residential Redevelopment signed the December 16, 2019 Document, the December 16, 2019 Document is null and void.

67. The Claim of Lien is fraudulent because it is for unlicensed work.

68. Residential Redevelopment is entitled to damages, costs, and attorney's fees, and to discharge and cancel the fraudulent lien.

WHEREFORE, Plaintiff, RESIDENTIAL REDEVELOPMENT SOLUTIONS, LLC, demands a judgment against Defendants, jointly and severally, as follows:

A. A judgment finding the Claim of Lien was fraudulent;

B. A judgment finding the Claim of Lien is completely unenforceable because it is fraudulent;

C. An award of Plaintiff's court costs;

D. An award of Plaintiff's clerk's fees;

E. An award of Plaintiff's reasonable attorneys' fees;

F. An award of Plaintiff's costs for any services Plaintiff must obtain to secure the discharge of the Claim of Lien;

G. An award of punitive damages; and

H. A judgment granting such other and further relief as this Court deems just and appropriate under the circumstances.

Count II – Violations of Florida's Deceptive and Unfair Trade Practices Act ("FDUTPA") (Against both Defendants)

69. Residential Redevelopment re-alleges paragraphs 1-61 as if fully set forth herein.

70. Prior to giving Defendant Garcia money to perform the Project, Residential Redevelopment was led to believe that Defendant Garcia and Defendant Garcia Roofing were licensed to work as roofers within the State of Florida.

71. At the time, Defendant Garcia knew Residential Redevelopment believed Defendant Garcia and Defendant Garcia Roofing were licensed to work as roofers within the State of Florida.

72. However, at the time, Defendant Garcia knew that neither he nor his company were licensed or certified to operate as roofers within the State of Florida when they started the Project.

73. Defendant Garcia and Defendant Garcia Roofing accepted Residential Redevelopment's money under fraudulent pretenses.

74. Defendants engaged in a deceptive act or unfair practice when they performed unlicensed roofing work in the State of Florida.

75. Defendants' violations of the Florida Deceptive and Unfair Trade Practices Act caused Residential Redevelopment to incur actual damages.

76. Pursuant to §501.2105(1), Fla. Stat., Residential Redevelopment is entitled to recover its reasonable attorney's fees from Defendants if Residential Redevelopment prevails in this action.

WHEREFORE, Plaintiff, RESIDENTIAL REDEVELOPMENT SOLUTIONS, LLC, demands a judgment against Defendants, jointly and severally, as follows:

A. An award of Plaintiff's actual damages;

B. An award of Plaintiff's court costs;

C. An award of Plaintiff's reasonable attorneys' fees; and

D. A judgment granting such other and further relief as this Court deems just and appropriate under the circumstances.

Count III – Unlicensed Contracting (Against both Defendants)

77. Residential Redevelopment realleges paragraphs 1-61 as if fully set forth herein.

78. Defendants agreed to perform the Project for Residential Redevelopment.

79. The Project required a Florida roofer's license to successfully perform and complete.

80. When Defendants first agreed to perform the Project for Residential Redevelopment, Defendant Garcia was not a licensed roofer.

81. When Defendants first agreed to perform the Project for Residential Redevelopment, Defendant Garcia Roofing did not have a qualifying agent.

82. Residential Redevelopment paid Defendants approximately $30,000.00 to perform work which they could not do because they were unlicensed.

WHEREFORE, Plaintiff, RESIDENTIAL REDEVELOPMENT SOLUTIONS, LLC, demands a judgment against Defendants, jointly and severally, as follows:

A. Invalidating the Claim of Lien;

B. Awarding Plaintiff either:

1. Disgorgement of the $30,000.00 Plaintiff paid while Defendants were engaging in unlicensed contracting; or

2. Awarding Plaintiff treble damages pursuant to Florida Statute Section 768.0425(2);

C. Awarding Plaintiff its court costs; and

D. Granting such other and further relief as this Court deems just and appropriate under the circumstances.

Count IV – Civil Theft (Against both Defendants)

83. Residential Redevelopment realleges paragraphs 1-61 as if fully set forth herein.

84. Because Defendant Garcia Roofing was unlicensed when it tried to enter into the December 16, 2019 Document with Residential Redevelopment, the December 16, 2019 Document was never legally a contract.

85. There was never a contract between Defendant Garcia Roofing and Residential Redevelopment.

86. There was never a contract between Defendant Garcia and Residential Redevelopment.

87. Accordingly, Defendants never had any legal or equitable claim to acquire, keep, or use Residential Redevelopment's $30,000.00 in funds.

88. Prior to instituting this civil theft cause of action against Defendants, Residential Redevelopment sent both Defendants a civil theft letter at least 30 days prior to filing this cause of action, in accordance with Florida Statute Section 772.11.

89. Defendants received the civil theft letter.

90. Defendant have not made any payments to Residential Redevelopment since receiving the civil theft letter.

WHEREFORE, Plaintiff, RESIDENTIAL REDEVELOPMENT SOLUTIONS, LLC, demands a judgment against Defendants, jointly and severally, as follows:

A. Awarding Plaintiff treble damages, or $90,000.00, against both Defendants, jointly and severally,

B. Awarding Plaintiff its attorneys' fees and costs; and

C. Granting such other and further relief as this Court deems just and appropriate under the circumstances.

Count V – Civil Conspiracy (Against both Defendants)

91. Residential Redevelopment re-alleges paragraphs 1-61 as if fully set forth herein.

92. In January of 2020, Defendant Garcia contacted Mr. Juan Delgado and asked him to pull the Permit.

93. Defendant Garcia never told Residential Redevelopment that he had asked Mr. Juan Delgado to pull the Permit.

94. Mr. Juan Delgado agreed that he would use his Florida roofer's license to pull the Permit.

95. Mr. Juan Delgado asked Defendant Garcia to pay him $500.00 to pull the Permit for Defendant Garcia.

96. Defendant Garcia agreed to pay Mr. Juan Delgado $500.00 if he pulled the Permit so Defendants could perform the Project.

97. On February 6, 2020, Defendant Garcia withdrew $500.00 from his checking account and paid Mr. Juan Delgado $500.00 in cash.

98. That same day, on February 6, 2020, Mr. Juan Delgado applied for the Permit with the Playa County Building Department using his license.

99. Defendants engaged in a civil conspiracy with Mr. Juan Delgado to rent out Mr. Delgado's license so they could continue with their unlicensed contracting scheme.

100. Defendants took acts in furtherance of the conspiracy by paying Mr. Juan Delgado $500.00.

101. Mr. Juan Delgado took acts in furtherance of the conspiracy by pulling the Permit.

102. As a result of the civil conspiracy, Residential Redevelopment has suffered damages.

WHEREFORE, Plaintiff, RESIDENTIAL REDEVELOPMENT SOLUTIONS, LLC, demands a judgment against Defendants, jointly and severally, as follows:

A. Awarding Plaintiff compensatory damages; and

B. Granting Plaintiff such other and further relief as this Court deems just and appropriate under the circumstances.

Demand for Jury Trial

Plaintiff, RESIDENTIAL REDEVELOPMENT SOLUTIONS, LLC, demands a trial by jury on all issues so triable.

COHEN & ASSOCIATES PLLC

/s/ Marcus Cohen
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Attorney for Residential
Redevelopment Solutions LLC

AMENDED CLAIM OF LIEN

STATE OF FLORIDA
COUNTY OF PLAYA

BEFORE ME, the undersigned notary public, personally appeared Diego Garcia, who was duly sworn and says that he is the Managing Member of the lienor, **Garcia Roofing, LLC** ("Garcia"), whose principal place of business is 1744 Sunrise Key Lane, Playa, Florida 33999, and that in accordance with FLORIDA STATUTES, CHAPTER 713, and the Garcia articles of organization, Garcia has furnished labor, services, and/or materials for roofing work beginning October 10, 2020, and concluding January 29, 2021 pursuant to that certain written agreement executed December 16, 2019, taking place at the following described residential real property located in Playa County, Florida:

Lot 10, Block A, Revised Plat of a Poriton of Playa Estates, according to the plat thereof recorded in Plat Book 8, Page 134, Public Records of Playa County, Florida.

Parcel Identification Number 34-44-24-P1-0051G.0020 ("the Property").

on which Garcia asserts a lien. The Property is titled in the name of **Residential Redevelopment Solutions, LLC**, whose principal is Justin Stallworth. A prior Claim of Lien was recorded on March 12, 2021 in the Public Records of Playa County, Florida, asserting ($35,000.00); this Amended Claim of Lien supersedes and replaces the amount claimed.

There remains unpaid to Garcia the outstanding indebtedness now due in the amount of **Ten Thousand Dollars ($10,000.00).** The sum stated herein remains unpaid after all credits, offsets and payments. This lien secures these amounts, as well as any amounts that may accrue in the future.

This Amended Claim of Lien is made to comply with Florida lien law, relates to improvements permanently incorporated into the Property, and is executed by a duly authorized representative of Garcia Roofing, LLC. Lienor swears or affirms that the foregoing facts stated in this Amended Claim of Lien are true to the best of Lienor's knowledge and belief and that the amount claimed is due and unpaid.

DATED this **20th day of April, 2022**.

GARCIA ROOFING, LLC

By: ***/s/ Diego Garcia***
Name: **Diego Garcia**
Title: Managing Member

IN THE CIRCUIT COURT OF THE TWENTY-FIRST JUDICIAL CIRCUIT
IN AND FOR PLAYA COUNTY, FLORIDA
CIVIL DIVISION

RESIDENTIAL REDEVELOPMENT SOLUTIONS, LLC,
A Florida Limited Liability Company,

Plaintiff, CASE NO. 22-CA-1744

v.

GARCIA ROOFING, LLC,
A Florida Limited Liability Company, and
DIEGO GARCIA, an individual,

Defendants.
_____ /

DEFENDANTS' MOTION TO DISMISS WITHOUT PREJUDICE

Defendants, GARCIA ROOFING, LLC ("Garcia Roofing"), and DIEGO GARCIA, an individual ("Diego Garcia" or "Mr. Garcia") (collectively "Defendants"), hereby move this Honorable Court to dismiss Plaintiff's First Amended Complaint filed by Plaintiff, RESIDENTIAL REDEVELOPMENT SOLUTIONS, LLC ("Plaintiff") in this action on April 11, 2022 ("the First Amended Complaint"), and in furtherance thereof, Defendants state the following:

1. Within the First Amended Complaint, Plaintiff asserted Count V – Civil Conspiracy – against both Defendants.
2. However, within the civil conspiracy count, Plaintiff discussed the actions of an alleged co-conspirator, Mr. Juan Delgado.
3. More specifically, Plaintiff alleged:
    a. "Mr. Juan Delgado agreed that he would use his Florida roofer's license to pull the Permit";

b. "Mr. Juan Delgado asked Defendant Garcia to pay him $500.00 to pull the Permit for Defendant Garcia";

c. "…on February 6, 2020, Mr. Juan Delgado applied for the Permit with the Playa County Building Department using his license."

d. "Mr. Juan Delgado took acts in furtherance of the conspiracy by pulling the Permit."

4. "A judgment is 'void for failing to join indispensable parties.'" *Toyano's Auto Repair Servs. v. Southern Auto. Finance Co., LLC*, 331 So.3d 186, 188 (Fla. 4th DCA 2021) (quoting *Citibank, N.A. v. Villanueva*, 174 So.3d 612, 614 (Fla. 4th DCA 2015)).

5. "[A]n indispensable party is one 'whose interest will be substantially and directly affected by the outcome of the case' or 'whose interest in the subject matter is such that if he is not joined [,] a complete and efficient determination of the equities and rights between the other parties is not possible.'" *Green Emerald Homes, LLC v. 21st Mortg. Corp.*, 300 So. 3d 698, 705 (Fla. 2d DCA 2019) (quoting *Dep't of Rev. ex rel. Preston v. Cummings*, 871 So. 2d 1055, 1058 (Fla. 2d DCA 2004)).

6. Here, while Plaintiff alleged Defendants engaged in a civil conspiracy, Plaintiff failed to include the last alleged co-conspirator as a Defendant – Mr. Juan Delgado.

7. It would be inequitable if not impossible to completely and efficiently adjudicate the rights and interests of the parties if Mr. Juan Delgado were not included as a

party defendant based upon Plaintiff's allegations in its civil conspiracy cause of action against Defendants.

8. Plaintiff's First Amended Complaint should be dismissed without prejudice, and this Court should order Plaintiff to include Mr. Juan Delgado as a Defendant in its civil conspiracy cause of action.

WHEREFORE, Defendants ask this Honorable Court to render an order:

A. Dismissing the First Amended Complaint without prejudice;

B. Ordering Plaintiff to include Mr. Juan Delgado as a party defendant in its civil conspiracy cause of action; and

C. Granting such other and further relief as this Court deems just and appropriate under the circumstances.

HAYWOOD LEGAL GROUP P.A.

/s/ Lucas L. Haywood
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Attorney for Garcia Roofing LLC and Diego Garcia

IN THE CIRCUIT COURT OF THE TWENTY-FIRST JUDICIAL CIRCUIT
IN AND FOR PLAYA COUNTY, FLORIDA
CIVIL DIVISION

RESIDENTIAL REDEVELOPMENT SOLUTIONS, LLC,
A Florida Limited Liability Company,

Plaintiff, CASE NO. 22-CA-1744

v.

GARCIA ROOFING, LLC,
A Florida Limited Liability Company, and
DIEGO GARCIA, an individual,

Defendants.
_____ /

ORDER ON DEFENDANTS' MOTION TO DISMISS WITHOUT PREJUDICE

THIS CAUSE having come before this Honorable Court at a hearing held on August 31, 2022, upon the Motion to Dismiss filed by Defendants, GARCIA ROOFING, LLC, and DIEGO GARCIA, an individual (collectively "Defendants"), on April 28, 2022 ("the Motion to Dismiss"), and this Court, having reviewed the Motion, having heard the arguments of counsel at a duly scheduled and noticed hearing held on August 31, 2022, and being otherwise duly advised in the premises, it is hereby ORDERED AND ADJUDGED as follows:

1. As alleged by Plaintiff in Count Five of its First Amended Complaint, Mr. Juan Delgado is an alleged co-conspirator of an alleged civil conspiracy involving Defendants.
2. However, co-conspirators within a civil conspiracy are not indispensable parties.
3. So long as at least two co-conspirators are part of the civil conspiracy cause of action, joinder of the other co-conspirators is permissive, not mandatory.

4. Accordingly, the Motion to Dismiss is denied.
5. Defendants shall have 14 days from the date of this Order to file their Answer to the First Amended Complaint.

DONE AND ORDERED in Chambers in Playa County, Florida, on August 31, 2022.

/s/ Donald E. Stewart
Hon. Donald E. Stewart
Circuit Court Judge

IN THE CIRCUIT COURT OF THE TWENTY-FIRST JUDICIAL CIRCUIT
IN AND FOR PLAYA COUNTY, FLORIDA
CIVIL DIVISION

RESIDENTIAL REDEVELOPMENT SOLUTIONS, LLC,
A Florida Limited Liability Company,

Plaintiff, CASE NO. 22-CA-1744

v.

GARCIA ROOFING, LLC,
A Florida Limited Liability Company; AND
DIEGO GARCIA, an individual,

Defendants.
_____ /

DEFENDANTS' ANSWER, AFFIRMATIVE DEFENSES, AND COUNTERCLAIMS TO PLAINTIFF'S FIRST AMENDED COMPLAINT

Defendants, GARCIA ROOFING, LLC ("Garcia Roofing"), and DIEGO GARCIA ("Mr. Garcia") (collectively "Defendants") files their Answer and Affirmative Defenses to Plaintiff's First Amended Complaint filed in this action on April 11, 2023 ("the First Amended Complaint"), and sue Counter-Defendant, RESIDENTIAL REDEVELOPMENT SOLUTIONS, LLC ("Residential Redevelopment"), and in furtherance thereof, Defendants state the following:

PARTIES, JURISDICTION, AND VENUE

1. Admitted.
2. Admitted.
3. Admitted.
4. Admitted for jurisdictional purposes only, otherwise without knowledge and therefore denied.

5. Admitted for venue purposes only, otherwise without knowledge and therefore denied.

GENERAL ALLEGATIONS

6. Without knowledge, therefore denied.

7. Admitted.

8. Without knowledge, therefore denied.

9. Without knowledge, therefore denied.

10. Admitted.

11. Admitted.

12. Admitted.

13. Admitted.

14. Admitted.

15. Admitted.

16. Admitted.

17. Admitted.

18. Denied.

19. Denied.

20. Admitted.

21. Admitted.

22. Denied.

23. Admitted.

24. Admitted.

25. Admitted.

26. Without knowledge, therefore denied.

27. Denied.

28. Admitted.

29. Denied.

30. Denied.

31. Admitted.

32. Admitted.

33. Denied.

34. Admitted.

35. Without knowledge, therefore denied.

36. Admitted.

37. Admitted.

38. Admitted.

39. Admitted.

40. Admitted.

41. Admitted.

42. Admitted.

43. Denied.

44. Admitted.

45. Admitted.

46. Denied.

47. Admitted.

48. Admitted.

49. Admitted.

50. Admitted.

51. Admitted.

52. Admitted.

53. Admitted.

54. Without knowledge, therefore denied.

55. Without knowledge, therefore denied.

56. Without knowledge, therefore denied.

57. Without knowledge, therefore denied.

58. Admitted.

59. Without knowledge, therefore denied.

60. Denied.

61. Denied.

Count I – Fraudulent Lien (Against both Defendants)

62. Defendants re-allege their responses to paragraphs 1-61 as if fully set forth herein.

63. Admitted.

64. Denied.

65. Admitted.

66. Without knowledge, therefore denied.

67. Denied.

68. Denied.

Count II – Violations of Florida's Deceptive and Unfair Trade Practices Act ("FDUTPA") (Against both Defendants)

69. Defendants re-allege their responses to paragraphs 1-61 as if fully set forth herein.

70. Denied.

71. Denied.

72. Admitted.

73. Denied.

74. Denied.

75. Denied.

76. Without knowledge, therefore denied.

Count III – Unlicensed Contracting (Against both Defendants)

77. Defendants re-allege their responses to paragraphs 1-61 as if fully set forth herein.

78. Admitted.

79. Admitted.

80. Admitted.

81. Without knowledge, therefore denied.

82. Denied.

Count IV – Civil Theft (Against both Defendants)

83. Defendants re-allege their responses to paragraphs 1-61 as if fully set forth herein.

84. Without knowledge, therefore denied.

85. Denied.

86. Admitted.

87. Denied.

88. Admitted.

89. Admitted.

90. Admitted.

Count V – Civil Conspiracy (Against both Defendants)

91. Residential Redevelopment re-alleges paragraphs 1-61 as if fully set forth herein.

92. Admitted.

93. Denied.

94. Admitted.

95. Admitted.

96. Admitted.

97. Admitted.

98. Admitted.

99. Denied.

100. Denied.

101. Denied.

102. Denied.

Affirmative Defenses

1. Substantial Performance/Setoff. Defendant substantially performed by removing the old roof and installing a substantially complete new metal roof, with only minor defects remediated by a subsequent contractor; any damages must be reduced by the value of the labor and materials furnished and by the limited corrective/administrative costs incurred by Plaintiff.

2. Waiver and Estoppel. Plaintiff's continued payments after alleged defaults, including the October 5, 2020 and December 18, 2020 payments, and its direction to proceed with work despite timing disputes, constitute waiver or estoppel of strict enforcement of the original estimated completion date.

3. Offset/Recoupment. Any recovery by Plaintiff must be offset by the value of improvements conferred, including the completed metal roof and furnished materials.

4. Good Faith. Defendants acted in good faith in performance and billing, including recording a lien aligned with the contract balance and later amending it to reflect only out-of-pocket sums, defeating any claim of fraudulent intent.

5. Impossibility/Frustration. Project timing and permitting progress were impacted by the COVID-19 pandemic, including cancellation of Mr. Diego Garcia's March 2020 roofing exam, which delayed licensure and associated administrative actions.

6. Lack of Reliance/Causation. Plaintiff's alleged damages were caused by insurance coverage issues and market timing unrelated to any purported misrepresentation.

Defendants reserve the right to assert additional defenses as discovery warrants.

COUNTER-CLAIMS

Counter-Plaintiff, GARCIA ROOFING, LLC ("Garcia Roofing") sues Counter-Defendant, RESIDENTIAL REDEVELOPMENT SOLUTIONS, LLC ("Counter-Defendant" or "Residential Redevelopment"), and in furtherance thereof, Garcia Roofing alleges the following:

Parties, Jurisdiction, and Venue

1. Garcia Roofing, LLC is a Florida limited liability company.
2. This Court has subject-matter jurisdiction because the amount in controversy exceeds $30,000.00, exclusive of interest, costs, and attorney's fees.
3. Venue is proper in Playa County, Florida, because the property at issue is in Playa County, and the causes of action accrued in Playa County.

General Allegations

4. In 2014, Diego Garcia began working for his friend's roofing company in Playa County, Florida.
5. Mr. Garcia's friend, Juan Delgado, was a Florida licensed roofer, with his own roofing company, Delgado Roofing, LLC, a Florida Limited Liability Company.
6. Eventually, Mr. Garcia wanted to own and operate his own roofing company, Garcia Roofing, LLC.
7. Mr. Garcia was not a licensed Florida roofer yet, but he planned on taking the exam in the future.

8. In 2019, Mr. Garcia formed Garcia Roofing as a Florida Limited Liability Company.

9. On June 4, 2019, after Mr. Garcia had worked for Mr. Delgado for five years at Delgado Roofing, LLC, Mr. Garcia resigned from Delgado Roofing, LLC and formed Garcia Roofing, LLC as a Florida Limited Liability Company.

10. Mr. Garcia and Mr. Delgado parted on good terms, and Mr. Delgado supported Mr. Garcia's dream of starting his own roofing company.

11. Mr. Delgado told Mr. Garcia he would agree to serve as Garcia Roofing LLC's primary qualifying agent until the state of Florida issued Mr. Garcia a roofing license.

12. On July 2, 2019, Residential Redevelopment purchased a parcel of residential real property, which included a fully built residence, in Playa County, Florida ("the Property").

13. At the time, Residential Redevelopment's principal was Mr. Justin Stallworth ("Mr. Stallworth").

14. On October 18, 2019, Hurricane Bruno, a Category 3 Hurricane, struck Playa County, causing catastrophic damage in Playa County.

15. Hurricane Burno damaged the Property's asphalt roof.

16. As a result of Hurricane Bruno, the Property's asphalt roof had to be replaced.

17. In December of 2019, Residential Redevelopment, through its principal, Justin Stallworth, contacted Mr. Garcia to hire Garcia Roofing to replace the Property's roof.

18. At the time, Mr. Garcia believed Mr. Delgado was currently serving as Garcia Roofing's primary qualifying agent.

19. At the time, Mr. Garcia told Mr. Stallworth that he was not a licensed roofer yet, but that he was studying to take the Florida roofer's exam in March of 2020.

20. Mr. Stallworth verbally told Mr. Garcia that the delay was fine because Residential Redevelopment's homeowner's insurance carrier had not paid out on its claim on the Property yet anyway.

21. Residential Redevelopment agreed to pay Garcia Roofing $65,000.00 to remove the Property's existing asphalt roof and replace it with a new metal roof.

22. The new metal roof would cover the Property's 3,000.00 square feet.

23. On December 16, 2019, Residential Redevelopment paid Garcia Roofing 20% of the $65,000.00 Project purchase, or $13,000.00, as a deposit.

24. Because Mr. Garcia was just starting his business, he had not opened a business checking account yet, so Mr. Garcia told Mr. Stallworth to have Residential Redevelopment make the checks out to him personally.

25. In January of 2020, Mr. Garcia contacted Mr. Delgado and asked him to pull the Permit for the Project.

26. Mr. Delgado agreed that he would use his Florida roofer's license to pull the permit for the Property's new roof.

27. On February 14, 2020, Playa County issued Mr. Delgado the permit for the Property's new roof ("the Permit").

28. In March of 2020, Mr. Garcia's roofing exam was cancelled due to the covid-19 pandemic.

29. Mr. Garcia rescheduled his roofing exam for September 18, 2020.

30. On September 18, 2020 Mr. Garcia took the Florida's roofing exam.

31. Mr. Garcia passed the roofing exam.

32. On October 5, 2020, Mr. Garcia requested a $7,000.00 payment from Mr. Stallworth so Mr. Garcia could remove the Property's old roof.

33. Mr. Stallworth told Mr. Garcia that Residential Redevelopment's insurance carrier was going to be paying for Garcia Roofing, not Residential Redevelopment, and that Residential Redevelopment was still waiting for its insurance carrier to process the claim.

34. However, that was not what the parties had agreed to.

35. Garcia Roofing did not have a contract with Residential Redevelopment's insurance carrier to complete the Project.

36. On October 5, 2020, Residential Redevelopment paid Mr. Garcia the $7,000.00 payment as requested.

37. On October 7, 2020, Mr. Stallworth called Mr. Garcia, telling him that if the Property's new roof was not completed by the end of the month, Mr. Stallworth would fire him and demand Residential Redevelopment's money back.

38. Based upon this call with Mr. Stallworth, on October 9, 2020, Garcia Roofing quickly purchased $15,000.00 worth of metal roofing supplies.

39. On Saturday, October 10, 2020, Garcia Roofing started tearing off the Property's old roof.

40. In October of 2020, Garcia Roofing finished tearing off the Property's old asphalt roof.

41. After Garcia Roofing finished tearing off the Property's old asphalt roof, Mr. Garcia sent Mr. Stallworth pictures of the removed roof to show Garcia Roofing's progress.

42. On October 26, 2020, Mr. Garcia texted Mr. Stallworth and told Mr. Stallworth it would cost another $10,000.00 to order enough roofing supplies to get started on the Property's new metal roof.

43. Mr. Stallworth did not respond to Mr. Garcia's October 26, 2020 text message.

44. On November 16, 2020, the State of Florida issued Mr. Garcia his roofing license.

45. On December 9, 2020, Mr. Garcia followed up on his October 26, 2020 text message to Mr. Stallworth, asking Mr. Stallworth for an additional $10,000.00 for roofing materials so Garcia Roofing could begin the Property's new metal roof.

46. On December 18, 2020, Plaintiff paid Mr. Garcia an additional $10,000.00 as requested.

47. Plaintiff made the $10,000.00 Check payable to Mr. Garcia, individually, as requested by Mr. Garcia.

48. Mr. Garcia deposited the check into Garcia Roofing's new business account.

49. On January 11, 2021, Mr. Garcia texted Mr. Stallworth and asked Residential Redevelopment for an additional $10,000.00 for the Project.

50. Mr. Stallworth refused and told Mr. Garcia that the remaining $35,000.00, due under the contract, would be paid when Garcia Roofing finished the Property's roof.

51. Mr. Garcia told Mr. Stallworth that this was not what they had agreed to.

52. Mr. Stallworth texted back:

"I don't care what we previously agreed to. We also didn't agree you could pick and choose when you wanted to work and when you didn't. This roof should have been done by now – it is WAY OVERDUE which is YOUR FAULT ALONE. Your foot dragging and empty excuses are not ok with me. You're way behind schedule, which is not ok for me and my business. The market is heating up, we should have flipped this house by now, and you are the only one standing in our way, preventing us from selling it. If you don't finish the roof ASAP, I will fire you, which will be the least of your worries if we can't flip this house in the next 30 days. Stop asking me for more money and finish the roof ASAP."

53. Concerned about his reputation being damaged, Mr. Garcia decided to complete the Property's new metal roof, and then worry about the remaining $35,000.00 later.

54. In total, Garcia Roofing spent $40,000.00 on materials, equipment, and supplies, and expected to receive $25,000.00 for its labor and profit, for the $65,000.00 total.

55. Mr. Garcia used Residential Roofing's $30,000.00 to pay for the materials, equipment, and supplies, and then spent another $10,000.00 of its own funds from Garcia Roofing's business checking account to pay for the other materials, equipment, and supplies.

56. On January 29, 2021, Garcia Roofing completed the Property's new metal roof.

57. After Garcia Roofing completed the Property's new metal roof, Residential Redevelopment fired Garcia Roofing.

58. After Residential Redevelopment fired Garcia Roofing, Residential Redevelopment refused to pay Garcia Roofing anything more towards the Property's new metal roof.

59. On March 12, 2021, Garcia Roofing recorded a Claim of Lien in the Public Records of Playa County, Florida, against the Property for $35,000.00.

60. On April 20, 2023, Garcia Roofing filed an Amended Claim of Lien in the Public Records of Playa County, Florida, against the Property for $10,000.00.

61. Since then, Residential Redevelopment has not made any payments towards this $10,000.00 Amended Claim of Lien.

Count I – Lien Foreclosure (Amended Claim of Lien)

62. Garcia Roofing re-alleges paragraphs 1 through 61 as if fully set forth herein.

63. This is an action to enforce and foreclose on a Mechanic's Lien pursuant to Florida Statutes, Chapters 713 and 85.

64. At all times material herein, Residential Redevelopment was and is the owner of the following described real property:

Lot 10, Block A, Revised Plat of a Portion of Playa Estates, according to the plat thereof recorded in Plat Book 8, Page 134, Public Records of Playa County, Florida. Parcel Identification Number 34-44-24-P1-0051G.0020 ("the Property").

65. On December 16, 2019, Residential Redevelopment and Garcia Roofing entered into a written agreement whereby Garcia Roofing agreed to provide labor, services, and/or materials to construct a new metal roof on the Property, and for which Residential Redevelopment agreed to pay for same.

66. Garcia Roofing timely commenced its duties under said agreement.

67. Garcia Roofing's last day of work was on January 29, 2021, when Garcia Roofing successfully completed installing the Property's new metal roof.

68. Garcia Roofing remains unpaid $10,000.00 under said agreement.

69. Residential Redevelopment has breached its duties by failing to pay Garcia Roofing any of the $10,000.00 owed.

70. Garcia Roofing has caused to record its Amended Claim of Lien on April 20, 2023, in the Public Records of Playa County, Florida, for the sum of $10,000.00.

71. Garcia Roofing caused a copy of the Amended Claim of Lien to be delivered to Residential Redevelopment by United States Certified Mail.

72. Garcia Roofing has timely filed this action within one year of the recording of the original Claim of Lien and has complied with all other conditions precedent and all statutory pre-requisites under Florida Statutes Chapter 713.

73. Garcia Roofing has been required to retain the undersigned attorney to maintain this action and has agreed to pay said law firm its fees for its services.

WHEREFORE, Garcia Roofing respectfully requests that this Honorable Court:

A. Recognize Garcia Roofing's amended lien claim in the amount found to be due, plus interest, costs, and attorney's fees;

B. Order the Property to be sold to pay the Amended Claim of Lien;

C. Render a personal money judgment against Residential Redevelopment if the Amended Claim of Lien is not satisfied in full at the Court ordered sale; and

D. Grant such other and further relief as this Court deems just and appropriate under the circumstances.

Demand for Jury Trial

Garcia Roofing demands a trial by jury on all issues so triable.

HAYWOOD LEGAL GROUP P.A.

/s/ Lucas L. Haywood
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Attorney for Garcia Roofing LLC and Diego Garcia

IN THE CIRCUIT COURT OF THE TWENTY-FIRST JUDICIAL CIRCUIT
IN AND FOR PLAYA COUNTY, FLORIDA
CIVIL DIVISION

RESIDENTIAL REDEVELOPMENT SOLUTIONS, LLC,
A Florida Limited Liability Company,

Plaintiff, CASE NO. 22-CA-1744

v.

GARCIA ROOFING, LLC,
A Florida Limited Liability Company; and
DIEGO GARCIA, an individual,

Defendants.
_____ /

ANSWER AND AFFIRMATIVE DEFENSES TO COUNTER-PLAINTIFF'S COUNTER-CLAIM

Plaintiff, RESIDENTIAL REDEVELOPMENT SOLUTIONS, LLC ("Residential Redevelopment") files this answer and affirmative defense in response to the counterclaim filed by Defendant, GARCIA ROOFING, LLC ("Defendant") in this action on September 8, 2023, and in furtherance thereof, Residential Redevelopment states the following:

Parties, Jurisdiction, and Venue

1. Admitted.
2. Admitted for jurisdictional purposes only, otherwise without knowledge and therefore denied.
3. Admitted for venue purposes only, otherwise without knowledge and therefore denied.

General Allegations

4. Without knowledge, therefore denied.

5. Without knowledge, therefore denied.

6. Without knowledge, therefore denied.

7. Admitted that Mr. Garcia was not a licensed Florida roofer; otherwise without knowledge and therefore denied.

8. Admitted.

9. Without knowledge, therefore denied.

10. Without knowledge, therefore denied.

11. Without knowledge, therefore denied.

12. Admitted.

13. Admitted.

14. Admitted.

15. Admitted.

16. Admitted.

17. Admitted.

18. Without knowledge, therefore denied.

19. Denied.

20. Denied.

21. Denied.

22. Admitted.

23. Admitted.

24. Admitted that Mr. Garcia told Mr. Stallworth to have Residential Redevelopment make the checks out to him personally; otherwise, without knowledge and therefore denied.
25. Without knowledge, therefore denied.
26. Admitted.
27. Admitted.
28. Without knowledge, therefore denied.
29. Without knowledge, therefore denied.
30. Without knowledge, therefore denied.
31. Admitted.
32. Admitted.
33. Denied.
34. The December 16, 2019 Agreement speaks for itself.
35. Without knowledge, therefore denied.
36. Admitted.
37. Admitted.
38. Without knowledge, therefore denied.
39. Without knowledge, therefore denied.
40. Denied.
41. Admitted that Mr. Garcia sent Mr. Stallworth photographs of a removed roof; otherwise without knowledge and therefore denied.
42. Admitted.
43. Without knowledge, therefore denied.

44. Admitted.

45. Admitted.

46. Admitted.

47. Admitted.

48. Without knowledge, therefore denied.

49. Admitted.

50. Admitted.

51. Admitted.

52. Admitted.

53. Without knowledge, therefore denied.

54. Without knowledge, therefore denied.

55. Without knowledge, therefore denied.

56. Denied.

57. Denied.

58. Admitted.

59. Admitted.

60. Admitted

61. Denied that the Amended Claim of Lien is valid or enforceable; otherwise admitted.

Count I – Lien Foreclosure (Amended Claim of Lien)

62. Residential Redevelopment re-alleges its responses to paragraphs 1-62 as if fully set forth herein.

63. Admitted for jurisdictional purposes only, otherwise denied.

64. Admitted.

65. Denied.

66. Denied.

67. Admitted that Garcia Roofing's last day of work was on January 29, 2021; denied that Garcia Roofing successfully completed installing the Property's new metal roof.

68. Denied.

69. Denied.

70. Denied the Amended Claim of Lien is valid or enforceable, otherwise admitted.

71. Denied the Amended Claim of Lien is valid or enforceable, otherwise admitted.

72. Without knowledge therefore denied.

73. Without knowledge, therefore denied.

AFFIRMATIVE DEFENSES

FIRST AFFIRMATIVE DEFENSE: FRAUDULENT LIEN

The Amended Claim of Lien is fraudulent because Garcia Roofing was an unlicensed roofer when it tried to perform the Project.

COHEN & ASSOCIATES PLLC

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Attorney for Residential
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IN THE CIRCUIT COURT OF THE TWENTY-FIRST JUDICIAL CIRCUIT
IN AND FOR PLAYA COUNTY, FLORIDA
CIVIL DIVISION

RESIDENTIAL REDEVELOPMENT SOLUTIONS, LLC,
A Florida Limited Liability Company,

Plaintiff, CASE NO. 22-CA-1744

v.

GARCIA ROOFING, LLC,
A Florida Limited Liability Company; and
DIEGO GARCIA, an individual,

Defendants.
_____ /

Deposition of Diego Garcia
(individually and as corporate representative for Garcia Roofing, LLC)

Date: November 14, 2023
Location: Via Zoom Videoconference
Appearances:

- For Plaintiff: Sarah L. Bennett, Esq. with Cohen & Associates PLLC
- For Defendants: Michael J. Torres, Esq. with Haywood Legal Group PA
- Court Reporter: Lisa M. Evans, RPR

[The deposition commenced at 9:03 a.m.]

Court Reporter: Please state your full name for the record.
A: Diego Garcia.
Q: Good morning, Mr. Garcia. My name is Sarah Bennett, and I am an associate working with Mr. Cohen. Our firm represents the Plaintiff in this case. I'll be asking you some questions today regarding your involvement with Garcia Roofing, LLC and the contract with Residential Redevelopment Solutions, LLC. If you don't understand a question, please let me know. Is that clear?
A: Yes, that's clear.
Q: Do you understand you are here in your individual capacity but also as the corporate representative for Garcia Roofing, LLC?
A: Yes.
Q: Do you understand that as the corporate representative for Garcia Roofing, LLC you are testifying on behalf of that entity?
A: Yes.
Q: What is your current address?
A: 1124 Palm Avenue, Playa, Florida.
Q: Are you the owner of Garcia Roofing, LLC?
A: Yes, I am the sole owner.
Q: When did you form Garcia Roofing, LLC?
A: I formed the company in December 2019.
Q: When did you begin working in the roofing industry?
A: In 2014, I began working for a friend's roofing company.
Q: Who was your friend?
A: Juan Delgado.
Q: Where was this company located?
A: Here, in Playa County.
Q: What was the name of the company?
A: Delgado Roofing LLC
Q: Do you recall what Mr. Delgado was doing for the company while you were working there?
A: Yeah, he was a licensed roofer, and he served as the company's primary qualifying agent.
Q: Why did you form your own company in 2019?
A: Eventually, I wanted to own and operate my own roofing company. When I started working for Juan, I didn't have any experience, and I wasn't licensed, either, but I planned on taking the roofing licensing exam and becoming licensed after I worked under Juan's supervision for a few years. After I worked for Juan for five years at his company, I quit and started my own company.
Q: When was that?
A: June 4, 2019.
Q: How did Mr. Delgado take the news when you told him you were quitting?
A: Defendant's counsel (Mr. Torres): Objection as to form.

Q: What was that?
Plaintiff's counsel (Ms. Bennett): You can go ahead and answer.
A: We parted on good terms. He wanted me to be successful in my own right, so he supported my dreams of starting my own roofing company. At the time, he was like a father figure to me. He even agreed to serve as my qualifier until the State of Florida gave me my license.
Q: To your knowledge, did Mr. Delgado ever serve as your qualifying agent?
A: It was my understanding that Mr. Delgado was serving as my company's qualifier until I got my license.
Q: That wasn't my question. Did Mr. Delgado ever serve as your qualifying agent?
A: He agreed to.
Q: But did he?
A: Technically, no.
Q: What do you mean technically no?
A: Like, not officially I guess. I had never run a company before, this is my first one, so I didn't understand that I guess certain paperwork was required for Mr. Delgado to officially become my company's qualifying agent. Instead, I confused being the company's Registered Agent with Sunbiz with being a qualifier with the DBPR. He was my first Registered Agent because I thought that made him my qualifier.
Q: Do you have any paperwork or other writing where Mr. Delgado agreed to serve as your qualifier?
A: Anything in writing? No, nothing. I didn't think we needed to.
Q: So, to your knowledge, was Mr. Delgado ever officially been your company's qualifier?
A: Defendant's counsel (Mr. Torres): Objection as to form.
Plaintiff's counsel (Ms. Bennett): You can go ahead and answer.
A: I guess not, even thought that's what we agreed to, and that's what I thought when I signed him up as the company's registered agent.
Q: Do you recall a Hurricane by the name of Hurricane Bruno.
A: Oh, yeah, it was a bad one. Category 3, I think. It touched down in Playa County on October 18, 2019. I remember the date because it was the day before one of my cousin's birthdays.
Q: Do you recall working on a property owned by Residential Redevelopment?
A: Yes.
Q: Do you recall the address?
A: Yes, 6400 Pine Grove Road, Playa Bay, located here in Playa County.
Q: To your knowledge, did Hurricane Bruno impact the property?
A: Oh, yes. It wrecked the roof.

Q: Do you recall what kind of roof it was?
A: It was an asphalt roof. Yeah, it was terrible. The whole roof had to be replaced.
Q: What company did you form?
A: Garcia Roofing, LLC.
Q: At the time you formed Garcia Roofing, LLC, did you have a Florida roofing contractor's license?
A: No, I did not. I was in the process of preparing for the exam though.
Q: When did you plan on taking the exam?
A: In early 2020.
Q: Did you have a business checking account for Garcia Roofing, LLC at that time?
A: No, I did not. I hadn't opened one yet.
Q: Do you know a man by the name of Justin Stallworth?
A: I do.
Q: How do you know him?
A: He owns Residential Redevelopment.
Q: Did he contact you about the Property's roof?
A: Yes, I think it was in December of 2019, he contacted me about hiring my company to replace the roof. I told him we could do it, but I also told him that I wasn't licensed yet. I also told him I was studying and preparing to take the roofer's exam in March of 2020, so it would take me a while to get around to his roof because I wasn't going to be licensed until then.
Q: And what did he say?
A: He said that was fine, because he had filed a claim with his carrier for the damage and that it would take some time for that to work itself out. You know insurance companies.
Q: Did Mr. Stallworth ever say any of this in writing to you?
A: In writing? No, it was a phone call.
Q: Did you tell him anything else?
A: I also told him that Juan was my company's qualifier, so Juan would take care of the paperwork in the meantime while I took my exam and got licensed. Because I thought Juan was going to help me, I told Justin that my licensing delay would probably have very little impact on the project. I expected there would be at most a little delay and it would have very little impact on me being able to replace the roof or finish the roof on time.
Q: When you told Mr. Stallworth this, was Juan Delgado your company's qualifier?
A: I thought so. He had agreed when we put him on the paperwork.
Q: What do you mean by put him on the paperwork?
A: With Sunbiz. As the Registered Agent.
Q: But at the time, was Mr. Juan Delgado officially your company's qualifier?

A: In my heart and my head, yes. Based on my conversations with him, yes. According to the paperwork, no.
Q: Did you enter into a contract with Residential Redevelopment Solutions, LLC on December 16, 2019?
Defendant's counsel (Mr. Torres): Objection as to form.
Q: What was that?
Plaintiff's counsel (Ms. Bennett): You can go ahead and answer.
A: My company did.
Q: What was the contract price?
Defendant's counsel (Mr. Torres): Objection as to form.
Plaintiff's counsel (Ms. Bennett): You can go ahead and answer.
A: $65,000.00.
Q: What did you agree to do in exchange for $65,000.00?
A: I didn't agree to do anything. My company agreed to remove the roof and replace it.
Q: Who agreed on behalf of the company?
A: I did, as the owner and principal.
Q: What was the replacement roof made out of?
A: It was a new metal roof.
Q: What was the old roof made out of?
A: Asphalt.
Q: Do you recall how big the property was?
A: 3,000.00 square feet.
Q: When you worked for Mr. Delgado, what roofs did you normally work on?
A: Most of my experience was in asphalt shingle roofs.
Q: What about metal roofs?
A: Not many, I had worked on less than a dozen.
Q: Did you tell Mr. Stallworth this?
A: No, I didn't think it was important to mention.
Q: Why not?
A: Because I had worked on a few, and because I thought Juan was going to help me out if I didn't know what I was doing. Juan had done hundreds of metal roofs over his career, so he was very experienced.
Q: Why did you think that Juan was going to help you?
A: Because he was my mentor and my friend, and because he told me he would support me.
Q: Did you pay Mr. Delgado or offer to pay Mr. Delgado to help you?
A: No, if he was going to help me, it would have started as a professional courtesy, and then if his work was extensive, I'm sure I would have paid him for it.
Q: Did the contract with Residential Redevelopment include a completion deadline?
Defendant's counsel (Mr. Torres): Objection as to form.
Q: What was that?

Plaintiff's counsel (Ms. Bennett): You can go ahead and answer.
A: No, it wasn't a deadline. It was just an estimate. We expected to have the roofing project done by May 29, 2020. Then covid happened. That's why its always an estimate not a guarantee, because you don't know what's going to happen in the future. Roofers don't make these types of promises, at least based on my experience.
Q: Have you seen a copy of this document?
A: Which document? The contract? Yes, I have.
Q: Who drafted the document?
A: I drafted the contract. Just me.
Q: Is there a license number on the document?
A: Yes, there is.
Q: Whose license number was that?
A: Mr. Delgado's.
Q: Why was his license number included on this document?
A: Because based on my conversations with him he had agreed to serve as the qualifier to help me out. It's also what I told Justin about, that Juan was going to help me for a while especially while I was first getting my license. This is just more evidence of that.
Q: Why didn't you include the name or contact information for Mr. Delgado with his license number on this document?
A: I didn't think it was important. If Justin had any questions, he could come to me, and then if I needed help, I could go to Juan. I just didn't think it was important for me to include that level of detail in this agreement. We never included that level of detail on any of the contracts I saw while I worked for Juan.
Q: Do you recall ever telling Mr. Stallworth that the license number belonged to Mr. Delgado?
A: Not that I recall, but I could have, I just don't know. Like I said, Justin knew that I expected Juan was going to help me out with this project, so I kind of expected he knew that the license number belonged to Justin. That was just kind of an assumption on my part based on the conversations Justin and I had had about the project.
Q: Why wasn't your license number included on this document?
A: Because I didn't have mine yet.
Q: Did you receive a deposit from Residential Redevelopment Solutions, LLC?
A: Yes, I received $13,000.00 as a deposit, which was 20% of the $65,000.00 contract price.
Q: When?
A: On December 16, 2019.
Q: How was that deposit paid to you?
A: It was paid by check, made out to me personally.

Q: Why was the check made out to you personally and not to Garcia Roofing, LLC?
A: Because I hadn't opened a business checking account yet, so I asked Mr. Stallworth to make the check out to me.
Q: Justin Stallworth?
A: Yes.
Q: What did you do with the funds?
A: I deposited them into my personal account.
Q: Did you put those funds with your other personal funds in your personal account?
A: Yes, I did, the funds were not in separate accounts.
Q: Did you have a valid roofing contractor's license at the time you signed the contract?
Defendant's counsel (Mr. Torres): Objection as to form.
Plaintiff's counsel (Ms. Bennett): You can go ahead and answer.
A: No, I did not.
Q: Who pulled the permit for the roofing project?
A: Juan Delgado pulled the permit using his Florida roofer's license.
Q: To the best of your knowledge, how did that happen?
A: I called Juan and asked him to pull the permit for the new roof. He agreed that he would pull the permit using his license. He asked me to pay him $500.00 to pull the permit, which I was fine with.
Q: Did he tell you anything during your phone call with him?
Defendant's counsel (Mr. Torres): Objection as to form.
Plaintiff's counsel (Ms. Bennett): You can go ahead and answer.
A: Yes, he told me that he frequently pulled permits for many of his other friends in the roofing business all over Florida, and that this was totally normal and industry practice. Because he was my friend and my mentor, I completely trusted him. And he was right – this is a very common practice throughout the State. Most of my friends and colleagues pull a permit for someone else's project at least once a week.
Q: Did you pay Mr. Delgado to pull the permit?
A: Yes, I paid him $500 in cash.
Q: Did Mr. Delgado apply for a permit with the Playa County Building Department using his license?
A: Yes, I believe he did.
Q: Do you recall when?
A: Yes, the same day I paid him, on February 6, 2020.
Q: Did Mr. Delgado list Delgado Roofing, LLC, or himself as the contractor on the permit?
A: I believe he listed himself individually.
Q: Do you recall whether you asked him to name yourself or your company on the permit?

A: I don't recall. I don't know if it would have been possible, considering I was still getting my license at the time. But I don't recall, no.
Q: Do you recall whether Playa County ever issued Mr. Delgado a permit for this roof?
A: Yes, on February 14, 2020.
Q: When did you first see the Permit?
A: I don't recall.
Q: Do you recall anytime that you saw the Permit?
A: I don't recall anytime in particular, no.
Q: Have you seen the Permit before today?
A: Yes, of course.
Q: When did you see it?
Defendant's counsel (Mr. Torres): I am going to instruct the witness not to answer if his answer involves attorney-client communications.
Q: Let me rephrase. Besides conversations with your attorney that may or may not have happened, do you recall anytime that you saw the Permit?
A: Not specifically, no.
Q: Do you recall seeing the Permit's expiration date?
A: Yes, I saw that the Permit expired on August 14, 2020.
Q: Do you recall if you ever saw the Permit before it expired?
A: I don't recall, no.
Q: Did you ever file paperwork to have Mr. Delgado removed from the permit?
A: No, I did not.
Q: To your knowledge, did anyone ever file paperwork to have Mr. Delgado removed from the permit?
A: Not that I recall, no.
Q: Did you ever ask Mr. Delgado to remove himself from the permit?
A: Not that I recall.
Q: Was there a reason why not?
A: Well, like I've been saying, I don't recall when I first saw the permit. But I will also say that my friendship with Juan fell apart in 2020, as a lot of other things did as well.
Q: Can you describe what you mean by that?
A: Sure. On February 17, 2020, Juan was admitted to the hospital. His co-workers said he had been complaining of having a hard time breathing, shortness of breath and extreme coughing fits. Unfortunately, I wasn't surprised because he was a really big smoker and I believe he had smoked all his life. I found out that on February 26, they told him he had stage three lung cancer. After that, everything changed.
Q: When was the next time you spoke to Mr. Delgado after that?

A: On February 28, 2020, I visited him. He was out of the hospital and back in the office. I didn't know about his diagnosis or even that he had been admitted to the hospital at the time. I dropped by to ask him about the permit and I had a few questions about the roof as I was gearing up to take my exam and then take over as the qualifier. That's when Juan told me about the lung cancer. He told me that he was wrapping the company up, that he wasn't taking on any new projects and that he wasn't going to help anyone else anymore. He said it was all going to have to take a back seat to his health and his family. The only thing that mattered now was his health and his family. The diagnosis really shook him. He told me was going to sell his business and retire.
Q: What happened after that?
A: It probably wasn't the right time, and I'm aware of that now after the fact. But my ambition got ahead of me. I offered to buy his business from him, right then and there. He laughed because he thought I was kidding, and then he laughed even more when he realized I wasn't kidding, because he thought the idea was really stupid. He thought I was crazy. He told me that I could not possibly afford it, especially when I didn't even have my license yet. He thought I was crazy for even suggesting it. I was pretty hurt by his attitude, so I tried to switch topics and talk about the roof instead. You know, I forgot this earlier, but I remember during my conversation with him he told me about the permit and he gave me a copy of the permit during that conversation. He told me I was on my own from now on, with everything. He was done helping me and everyone else. I couldn't believe him, but it was true. He stopped taking my calls and texts, he stopped helping everyone, he stopped talking to everyone, all of my friends, and he just quit the business. I was even more upset that he left me high and dry like that, like who does that? I work for you for years, then you tell me you're going to support me and help me out, and then you just quit and stop talking to me? It was crazy. I couldn't believe he would do something like that. I still can't.
Q: What happened the next time the two of you spoke?
A: We never spoke again after that. I reached out several times, but he just blew me off. He blew everybody off.
Q: Did you intend to change the permit over to your company after you became licensed?
A: Yes, that was my plan after I passed the exam.
Q: When did you take the roofing exam?
A: I was scheduled to take the exam in March of 2020, but then covid hit and the exam was cancelled. I rescheduled for September 2020 and I took the exam on September 18, 2020.
Q: Did you pass?

A: Yes, I found out later that I passed. On November 16, 2020 the State issued me my roofing license.
Q: Between December of 2019 and September of 2020, did you communicate with Residential Redevelopment Solutions about the status of the project?
A: Not that I recall, no. They didn't reach out to me, so based on my last conversation with Justin, I just expected that they were waiting to hear back from their insurance carrier about the claim.
Q: On October 5, 2020, did Mr. Stallworth contact you about the status of the roof?
A: Yes, he did.
Q: What did you tell him?
A: I told him the project was on track and everything was on schedule.
Q: Was that true?
A: Not exactly. I don't think it was on schedule like for what he wanted, but I had made a couple of phone calls and taken a couple of notes and drawings. I knew that the project would really take off once my paperwork came through, which could have been any day.
Q: What do you mean by "paperwork"?
A: My license from the State.
Q: At the time, were you scared of losing Residential Redevelopment as a client?
A: Absolutely. They were one of my first big job out on my own. I really wanted to leave a great impression with Justin, especially because I knew they flipped houses so they would probably need my services again in the future.
Q: We were talking about the contract earlier. Do you recall whether it had a draw or payment schedule?
Defendant's counsel (Mr. Torres): Objection as to form.
Plaintiff's counsel (Ms. Bennett): You can go ahead and answer.
A: No, it did not.
Q: Did you request an additional payment at that time?
A: What time?
Q: October 5, 2020.
A: Yes, I asked for $7,000.00 to remove the old roof.
Q: Did Mr. Stallworth tell you anything when you asked for $7,000.00?
A: Yes, he told me that his carrier was going to be paying me from now on, not the company. But that's not what our contract said. I was willing to wait and be patient for a while, but if the insurance company denied his claim, he was still responsible for paying me the full $65,000.00, no matter what. I don't think he got that. Either he didn't get it, or he didn't want to. He told me he was still waiting for the insurance carrier to

process the claim. But like I said, I didn't care because the insurance carrier wasn't responsible for paying me – the homeowner was.
Q: Did you receive that $7,000.00 payment from Residential Redevelopment?
A: Yes, I did.
Q: When you received that $7,000.00 payment, had any work been done on the property?
A: Not much had been done by then, no. I was still waiting to hear back from the State, and Juan had left me in limbo.
Q: What happened next?
A: Justin called me. I think it was around October 7, 2020. He was furious. He said nothing had been done yet and he couldn't believe how far behind we were. I reminded him about the exam, and I told him about Juan, and of course there was covid, but he didn't care at all. I think it was because the real estate market was starting to heat up and he was feeling the pressure to sell as soon as possible. He told me that if the new roof was not completed by the end of October, he was going to fire my company and demand all of his money back, and I couldn't let that happen.
Q: Did you inform Mr. Stallworth that the permit had expired?
A: No, I did not. I don't think I knew myself.
Q: What happened next?
A: The company immediately bought $15,000.00 worth of metal roofing supplies from Stellar Building Supply, and on Saturday, October 10, 2020, the company started tearing off the old roof.
Q: What do you mean by the company?
A: Myself and my crew. I had about 4 guys at the time.
Q: Did they all work for you?
A: Yes, they did.
Q: Did Juan ever work for you?
A: No, he did not.
Q: What happened next?
A: We finished tearing off the Property's old asphalt shingle roof by the end of October, just like Justin wanted. I texted him some photographs of the removed roof so he could see we were making progress and to get him to back off a little bit. Near the end of the month, I texted me and told him it would cost another $10,000.00 to order enough roofing supplies to get started on the new metal roof. However, he did not reply to that text message.
Q: What happened next?
A: The State of Florida issued me my roofing license.
Q: When?
A: On November 16, 2020. That's when I realized my paperwork was not exactly in order. I quickly made myself the Registered Agent

and the company's qualifying agent sometime that month, I don't recall when, but it was soon after November 16, 2020.
Q: Was that the first time the company had a qualifying agent?
A: Well Mr. Delgado was unofficially our company's first qualifier, but yes, this was the first time the company officially had a qualifying agent.
Q: Did you do anything else to get your paperwork in order?
A: Yes, I opened a new business checking account for the company with Orange Coast, a local credit union.
Q: Did you move any money into that account?
A: No, I just opened it. That's all.
Q: Did you check or change the permit?
A: No. The permit was in Mr. Delgado's name, so if any notifications were sent out warning about the permit's expiration date or whatever, only Mr. Delgado would have received them. I never received any warnings or notifications from anybody. Juan never told me anything about the permit besides what I have already told you.
Q: What happened next?
A: Nothing happened for a while. In January – oh wait, can I back up? Yeah, I forgot about December. In December, I think it was December 9, 2020, I believe, I followed up on that text I had sent Justin in October, that October 26 text, asking for the additional 10K so I could keep working on the roof. On December 18, 2020, he paid me the $10,000.00 I had requested after I sent the follow up text.
Q: How was this $10,000.00 payment made?
A: It was paid by a check made out to me. But this time, because I finally had a business checking account, I deposited the check in there.
Q: On January 11, 2020, did you request an additional $10,000.00 from Mr. Stallworth?
A: Yes, I did.
Q: Did he pay you that amount?
A: No, he refused.
Q: What did he say in response?
Defendant's counsel (Mr. Torres): Objection as to form.
Plaintiff's counsel (Ms. Bennett): You can go ahead and answer.
A: He said the remaining $35,000.00 would be paid when the roof was finished. He told me he didn't care what our contract said, and that, if I didn't finish the roof as soon as possible, he would fire me.
Q: How did that make you feel?
A: I was shocked and upset. It felt like he was trying to take advantage of me and the company, but I was much more concerned about our reputation. Like I said, this was one of our first big projects, and I really wanted to leave a great impression, which

was very hard with Justin. He was very difficult. That's the nicest way I can say that.
Q: Did you ever tell Justin this was one of your company's first big projects?
A: No. Someone's project has to be the first one, am I right? So I decided our company would complete the new metal roof and then fight with Justin about the remaining $35,000.00 later.
Q: Did you complete the new metal roof?
A: Yes, on January 29, 2021 the new metal roof was completed.
Q: How much did you spend on this project?
A: The company spent $40,000.00 on materials, equipment, and supplies, and we expected to receive $25,000.00 for labor and profit, for the $65,000.00 in total.
Q: How did you pay for this project?
A: Well now that's a terrific question. I used the $30,000.00 Residential Redevelopment gave me to pay for the materials, equipment, and supplies, but I still needed another $10,000.00 to complete the roof. I had to finish the project I wanted to make Justin happy or at least satisfied. So I spent another $10,000.00 from the company funds, out of our business checking account, to pay for the other stuff.
Q: What happened next?
A: On February 15, 2021, I called to schedule a final inspection with the Playa County Building Department. However, once they realized the permit had expired, they issued a stop work order.
Q: Did you receive a copy of the stop work order?
A: I think so.
Q: Do you recall when?
A: I don't know.
Q: Do you recall whether you gave a copy of the stop work order to Mr. Stallworth?
A: I can't recall.
Q: What happened next?
A: Mr. Stallworth must have received a copy of the stop work order, so he called me and fired the company, but the roof was done by then anyway.
Q: Are you aware that Mr. Stallworth had to pay another contractor $15,000.00 to finish the roof?
Defendant's counsel (Mr. Torres): Objection as to form.
Plaintiff's counsel (Ms. Bennett): You can go ahead and answer.
A: If he paid another contractor $15,000.00, then he got ripped off. That roof was done. All he needed was a little paperwork pushed around in the right directions. But it was done, and it looked good when our company finished it. I stand behind our work on that roof. That's a great looking roof and I took my time making sure everything was correct. Everything about that roof was double if not triple checked. In fact, that might be

the best roof I've ever done because I wanted to make sure the first big job I did on my own was flawless. $15,000.00? No, he got ripped off. I'm sorry.
Q: To your knowledge, was there anything wrong or defective with the roof when you stopped working on it?
A: No. Now, am I saying there couldn't have been a punch list with a few minor repairs or things to iron out? No, because I mean that's any job – it's impossible to do a job without a punch list. But besides maybe a few minor defects which could be punched out, that roof was perfect.
Q: Did you record a Claim of Lien against the property?
A: Yes, I did.
Q: For what amount?
A: For the amounts I believed were owed under the contract, $35,000.00.
Q: Why did you record a Claim of Lien?
A: My attorney told me to.
Defendant's counsel (Mr. Torres): I am instructing the witness not to answer questions based on conversations he had with his attorney. Move to strike the answer on the basis of the attorney-client privilege.
Plaintiff's counsel (Ms. Bennett): Well I think he just waived the privilege by answering the question. And are either of the Defendants going to be asserting an advice of counsel defense? If so, then the attorney-client privilege is also waived as well.
Defendant's counsel (Mr. Torres): The witness's response in stricken. Move on, counselor.
Plaintiff's counsel (Ms. Bennett): The witness's response is not stricken. To the extent you can even make that motion right now, I am objecting to it.
Defendant's counsel (Mr. Torres): We'll take it up with the Judge. Keep it moving, counselor.
Q: Were you aware of the legal requirements for filing a lien in Florida?
Defendant's counsel (Mr. Torres): Objection as to form.
Plaintiff's counsel (Ms. Bennett): You can go ahead and answer.
A: I had a general understanding, but I was not fully aware of all the requirements.
Q: Did you know that unlicensed contracting could void the contract?
Defendant's counsel (Mr. Torres): Objection as to form.
Plaintiff's counsel (Ms. Bennett): You can go ahead and answer.
A: I did not know that at the time.
Q: Did you amend the Claim of Lien?
A: I believe it was amended, yet.
Q: Do you recall when?

A: On April 20, 2023.
Q: How was it amended?
A: Well, now we are only claiming $10,000.00 from Mr. Stallworth. We just want to be reasonable and have this whole thing put behind us.
Q: Why did you amend it?
A: Because my attorney told me to.
Q: Same instruction, same motion to strike.
A: Same objection to your instruction and motion.
Q: To your knowledge, do you know what the $10,000.00 represented?
A: It represented our actual out of pocket costs. Before, it included our profit and other things. Like I said, I just wanted to make it as fair as possible. And that's what our attorney – never mind. I know I'm not supposed to talk about that.
Q: To your knowledge, did law enforcement or the DBPR ever prosecute or discipline you for unlicensed contracting?
A: No, they did not.
Q: Do you know where Mr. Delgado is or how we can get ahold of him?
A: No, I have not been able to contact him since he moved out of the country.
Q: Do you know when that was?
A: I don't know. Someone told me he sold his company for 2 million dollars, and I think that was last year in 2023 sometime.
Q: Do you recall who told you this?
A: No, I'm sorry I don't remember.
Q: Do you know where he moved to?
A: No, I don't even know which country.
Q: Is there anything else you think we should know about this case?
A: I didn't intend to defraud anyone. I was trying to get my business started and believed I would be able to complete the project once I was licensed, which I did.
Plaintiff's Counsel: I don't have any more questions for you, Mr. Garcia. Thank you for your time.
Defendants' Counsel: No questions. We'll waive.
Plaintiff's Counsel: We'll order a copy.
Defendants' Counsel: Then we'll take a copy thank you.
Court Reporter: The deposition is concluded at 12:12 p.m.

IN THE CIRCUIT COURT OF THE TWENTY-FIRST JUDICIAL CIRCUIT
IN AND FOR PLAYA COUNTY, FLORIDA
CIVIL DIVISION

RESIDENTIAL REDEVELOPMENT SOLUTIONS, LLC,
A Florida Limited Liability Company,

Plaintiff, CASE NO. 22-CA-1744

v.

GARCIA ROOFING, LLC,
A Florida Limited Liability Company; and
DIEGO GARCIA, an individual,

Defendants.
_____ /

Deposition of Justin Stallworth
(individually and as corporate representative for Residential Redevelopment Solutions, LLC)

Date: July 10, 2024
Location: Via Zoom Videoconference
Appearances:

- For Plaintiff: Sarah L. Bennett, Esq. with Cohen & Associates PLLC
- For Defendants: Michael J. Torres, Esq. with Haywood Legal Group PA
- Court Reporter: Lisa M. Evans, RPR

[The deposition commenced at 9:01 a.m.]

Court Reporter: Please state your full name for the record.
A: Diego Garcia.
Q: Good morning, Mr. Garcia. My name is Mike Torres, and I am an associate working with Mr. Haywood. Our firm represents the Defendants in this case. I'll be asking you some questions today regarding your involvement with Garcia Roofing, LLC and the contract with Residential Redevelopment Solutions, LLC. If you don't understand a question, please let me know. Is that clear?
A: Yes, that's clear.
Q: Do you understand you are here in your individual capacity but also as the corporate representative for Residential Redevelopment Solutions, LLC?
A: Yes.
Q: Do you understand that as the corporate representative for Residential Redevelopment, you are testifying on behalf of that entity?
A: Yes.
Q: What is your current address?
A: 406 Sunrise Villa, Playa County.
Q: Are you the owner of Residential Redevelopment?
A: Yes, I am the owner and the principal.
Q: What does Residential Redevelopment do?
A: We specialize in flipping and selling residential real estate throughout the State of Florida.
Q: How long have you been doing that for?
A: Since we started the company.
Q: When did you start the company?
A: I don't recall off the top of my head. It was sometime in the early 2000s.
Q: Are you familiar with a property located at 6400 Pine Grove Road?
A: Yes, the company purchased it.
Q: When did you purchase the property?
A: On July 2, 2019.
Q: Did something happen to the property in October of 2019?
A: Yes, it was hit by a Hurricane. Hurricane Burno. It made landfall in Playa County on October 18, 2019. The Playa County Board of County Commissioners declared a state of emergency for Playa County.
Q: Do you recall how long that declaration lasted for?
A: Through December 31, 2019.
Q: How was the property affected by Hurricane Bruno?
A: The property's roof was completely destroyed.
Q: Do you recall what type of roof it was?
A: It was an asphalt roof.
Q: Do you recall how old the roof was before Hurricane Bruno ruined it?

A: It was almost fifteen years old.
Q: Did you have homeowner's insurance?
A: Yes, I had Allsun Insurance.
Q: Did you file a claim with Allsun?
A: Yes, I filed a claim with them to pay for the property's new roof. After the Hurricane, the roof needed to be completely replaced.
Q: What happened next?
A: I had worked with Juan Delgado on a different roof on a different property in the past, and he did a good job, so I contacted him again to see if he could help me. He said he was so busy after the Hurricane he couldn't fit me into his schedule. However, he told me to contact Diego Garcia and his company, Garcia Roofing.
Q: Did Mr. Delgado tell you that he had anything to do with Garcia Roofing?
A: No.
Q: Did he ever tell you that he agreed to serve as Garcia Roofing's qualifying agent?
A: Never.
Q: What did you do next?
A: In December of 2019, I contacted Diego Garcia about hiring him and his company to replace the roof.
Q: Do you recall anything about your conversation with him?
A: Not really, no.
Q: To your knowledge, did Mr. Garcia ever tell you he was unlicensed?
A: No, he never did. If he had told me that, I would have never hired him in the first place. Why would I hire an unlicensed contractor? I would never hire an unlicensed contractor – they don't know what they're doing and they can't pull permits.
Q: What happened next?
A: Mr. Garcia gave me a document.
Q: When was that?
A: December 16, 2019.
Q: Was that document a contract?
Plaintiff's counsel (Ms. Bennett): Objection as to form.
Q: What was that?
Defendant's counsel (Mr. Torres): You can go ahead and answer.
A: No, we never had an agreement because Diego was unlicensed and he never told me he was unlicensed.
Q: When did you find out that Mr. Diego was unlicensed?
A: I don't recall. It was a while after he gave me that document.
Q: So when he gave you that document, was it your understanding that he was trying to form an agreement with you based upon that document?

Plaintiff's counsel (Ms. Bennett): Objection as to form.
Defendant's counsel (Mr. Torres): You can go ahead and answer.
A: I don't know what he thought. You'd have to ask him. If he would even tell you the truth, which I doubt very much.
Q: When he gave you that document, what did you understand he wanted you to do with that document?
Plaintiff's counsel (Ms. Bennett): Objection as to form.
Defendant's counsel (Mr. Torres): You can go ahead and answer.
A: I'm speculating that he wanted me to sign it.
Q: Why do you believe he wanted you to sign it?
A: I don't know.
Q: Was there a place for you to sign the document?
A: Yes.
Q: What did the document look like?
Plaintiff's counsel (Ms. Bennett): Objection as to form.
Defendant's counsel (Mr. Torres): You can go ahead and answer.
A: It looked like an agreement, but like I said, it couldn't have been an agreement because Diego was unlicensed. He was a fraud, and this was a fraudulent document.
Q: Did you sign the document?
A: Only because I thought he was licensed. Otherwise, I never would have signed that thing.
Q: So did you sign?
A: Yes, I told you that already, yes.
Q: When did you sign the document?
A: On December 16, 2019. But like I said, at the time, I didn't know he was unlicensed. Had I known he was unlicensed and about all the shenanigans he was going to pull on this job, I never would have signed anything with him.
Q: Did the document say how much your company agreed to pay Garcia Roofing for the new roof?
Plaintiff's counsel (Ms. Bennett): Objection as to form.
Defendant's counsel (Mr. Torres): You can go ahead and answer.
A: To the best I can remember, the document said that my company would pay Garcia Roofing $65,000.00 for the new roof.
Q: Did you agree to pay Garcia Roofing $65,000.00 to put a new roof on the property?
A: Before I knew he was unlicensed, yes. My company agreed to pay him $65,000.00 if he successfully removed the old roof and put on a new metal one, on time, which he did not do.
Q: How many square feet is the property?
A: 3,000 square feet, give or take.
Q: When was Garcia Roofing supposed to complete the roof by?
A: By May 29, 2020.
Q: Was this an estimated completion date?
A: The document said it was, but I expected the roof to be done by then. I could understand a few weeks or even a few months

delay, especially because of covid, but it still needed to be done. The fact that it wasn't done until over a year later was completely inexcusable.
Q: What happened after you signed the document on December 16, 2019?
A: My company paid Garcia Roofing $13,000.00.
Q: When?
A: That same day, on December 16, 2019.
Q: Why?
A: It's what the document said. 20% down as a deposit. 20% of $65,000.00 is $13,000.00.
Q: Did Diego Garcia tell you anything specifically about how to make this $13,000.00 payment?
A: He wanted a check, and he wanted the check made out to him personally. I didn't think anything about that was odd at the time, though I guess I should have now thinking back on it.
Q: Did Mr. Garcia tell you why he wanted you to make the check out to him personally?
A: Not that I recall, no.
Q: When was the next time you spoke with Mr. Garcia about the roof?
A: Hmmm…let's see. I talked to him again in October of 2020. He hadn't reached out to me yet, so I finally reached out to him to see how the roof was coming along. I wanted to know if it was done. I expected that it was going to be by then, especially when the roof was originally supposed to be completed by May 29, 2020. I didn't reach out earlier because of covid, and once covid shut everything down, I knew it would be at least a few months before everything got started back up again. Come to think of it, it was October 5, 2020. Yeah, things were starting to pick up again that fall and I expected him to be done, or almost done by then, so I reached out.
Q: What did Mr. Garcia tell you?
A: He told me everything was right on track and everything was on schedule.
Q: Did he tell you what he meant by that?
A: Not really, no. But I expected that meant he was almost done, so I was happy with the update.
Q: To your knowledge was that true?
A: Absolutely not. He hadn't even started removing the old roof.
Q: That document you signed on December 16, 2019, do you recall if it had a draw or payment schedule?
Plaintiff's counsel (Ms. Bennett): Objection as to form.
Defendant's counsel (Mr. Torres): You can go ahead and answer.
A: It did not. It probably should have, but I didn't draft it, Mr. Garcia did. I'm not a contractor. Neither was he.

Q: Did anything else happen during your conversation with Mr. Garcia on October 5, 2020?
A: He asked me for $7,000.00 so he could keep going.
Q: Did he tell you what he needed the $7,000.00 for?
A: No.
Q: What did you tell him when he asked for seven grand?
A: I told him that I was waiting to hear back from Allsun about my insurance claim, and that once Allsun would be paying Garcia Roofing once the claim got approved.
Q: Did you pay Diego Garcia the $7,000.00 he requested.
A: Yes, I did. I hadn't heard back from Allsun yet, and I was happy with what Diego had told me on the phone about the roof's progress. I thought it was almost done, so I was happy to pay him $7,000.00 and fight about it with Allsun later if I had to.
Q: Did Diego Garcia tell you anything specifically about how to make this $7,000.00 payment?
A: He wanted a check again, and he wanted the check made out to him personally again.
Q: Did Mr. Garia tell you why he wanted you to make this check out to him personally?
A: Not that I recall, no.
Q: What happened next?
A: I stopped by to visit the property.
Q: When was that?
A: On October 7, 2020.
Q: Before your visit on October 7, 2020, when was the last time you had visited the property?
A: Right after Hurricane Bruno. I don't recall the date or anything like that, sorry. I didn't really have a reason to visit the property while it was being worked on, or during covid. No one was living there, we were just waiting until all the renovations and repairs were done so we could flip it.
Q: Was this the first time you had visited the property since signing the December 16, 2019 document?
A: Yes.
Q: Did you hire other companies to do other repairs and renovations at the property?
A: Yes, but they were all done by the summer of 2020. The only thing left was the roof.
Q: What happened when you visited the property on October 7, 2020?
A: Nothing had been done. Nothing. The old asphalt roof was still on the roof, completely intact. There was no equipment, no workers, no nothing. It looked like we hadn't even hired him. I was so mad, because it wasn't just because he hadn't done the work, I mean, that was already bad enough, but it was also because he had lied to me. To my face. Was on there on the phone

with me and told me lies about the project to string me along. If I hadn't visited the property, God only knows how long he would have lied to me for.
Q: Did Mr. Garcia ever tell you why he had lied to you?
A: He tried to tell me that the project was further along than it was, even though I could see it with my own two eyes, and then he pivoted and blamed covid and Mr. Delgado. I didn't care. It was his responsibility.
Q: What happened next?
A: Like I started talking about, I called him immediately. Oh, I was so mad. I told him that if the new roof was not completed by the end of the month, by the end of October, I would fire him and demand all of my money back.
Q: What did Mr. Garcia say when you said that?
A: He said he would get it handled.
Q: What happened next?
A: Mr. Garcia sent me pictures of the roof removed from the property. He was trying to show me that he was finally making progress and actually doing some work for a change.
Q: Do you recall when this was?
A: It was around October 26, 2020.
Q: What happened next?
A: Mr. Garcia texted me and told me it would cost another $10,000.00 to order enough roofing supplies to get started on the property's new metal roof.
Q: Did you reply to that text message?
A: No. At the time, I couldn't believe he had the audacity to ask me for more money after he lied to me and still hadn't even started the metal roof yet. I knew if I texted him back it would have been to fire him or to say something I might regret later on, so I refrained.
Q: Why didn't you want to fire him then?
A: Well now the roof was removed. If I had fired him, I was going to have to tarp the roof to preserve the interior's integrity. It was also still hurricane season, and I wanted to flip this house as soon as possible. After covid, the market really started to heat up in Playa so I wanted to list this house as soon as possible. At the time, I knew keeping Diego was a bad option, but I thought firing him at the time was a far worse option. In hindsight, I should have fired him right there and then.
Q: What happened next?
A: Next? Let me think…well, this was around the time that Allsun denied my insurance claim for Hurricane Bruno. We had been going back and forth with them for a while now, several months in fact, but they declined to cover anything. Allsun told me that because the asphalt roof was almost fifteen years old when

Hurricane Bruno hit, the roof had to be replaced anyway. I had a $10,000.00 deductible, and they said they would only be willing to pay less than the deductible.
Q: What did you do after your claim with Allsun was denied?
A: I sued Allsun.
Q: When?
A: On December 11, 2023.
Q: Is that lawsuit still ongoing?
A: It is not.
Q: What happened?
A: We settled.
Q: How much did you settle for?
A: I'd rather not say. Do I have to say?
Plaintiff's counsel (Ms. Bennett): Can we go off the record for a second?
Defendant's counsel (Mr. Torres): Sure.
Court Reporter: Going off the record.
[Off the record from 11:47 a.m. to 11:56 a.m.]
Cour Reporter: Back on the record.
Q: Mr. Stallworth, before we took a short break I was asking you about a lawsuit you had filed against Allsun. Do you recall that?
A: Yes.
Q: Was part of that lawsuit for damages you claimed because Allsun had incorrectly denied your insurance claim for your roof?
A: That was part of the claim, yes.
Q: How much did you settle for?
A: $100,000.00. But that was for the whole claim.
Q: Was the settlement broken down into parts of the claim that were denied?
A: No, it was just one big sum. It wasn't divided as neatly as that.
Q: I want to go back to December of 2020. Did anything else happen in December of 2020 that you recall?
A: Yes, Mr. Garcia followed up with me again, asking about his October 26 text message for the additional $10,000.00. I hadn't responded by that point so he followed up with me I guess. This was for roofing materials so Garcia Roofing could begin the new metal roof.
Q: Did you pay Garcia Roofing this $10,000.00?
A: Yes.
Q: When?
A: On December 18, 2020.
Q: Why?
A: By then I knew my claim with Allsun had been denied, and I knew I was going to be filing suit and that the lawsuit with

Allsun would likely take some time to work itself out. At the time, I was more mad with Allsun than with Garcia Roofing. I just wanted the project to keep moving. I felt a lot of pressure to get this property listed sooner rather than later – we were experiencing a tremendous market shift upward and I didn't know how long the market would be hot like this.
Q: Did you pay Garcia Roofing this $10,000.00 because you had an agreement with Garcia Roofing to install a new metal roof?
A: I paid Mr. Garcia $10,000.00 on December 18, 2020, because I thought he was going to finish installing the new metal roof. As I stated before, I didn't have an agreement with Garcia Roofing because Mr. Garcia was unlicensed.
Q: If Mr. Garcia had been licensed at the time, would you have agreed to pay him to install a new metal roof on the property?
Plaintiff's counsel (Ms. Bennett): Objection as to form.
Defendant's counsel (Mr. Torres): You can go ahead and answer.
A: I don't understand the question.
Q: Sure. You said you didn't have an agreement with Garcia Roofing because Mr. Garcia wasn't licensed, correct?
A: Correct.
Q: If Mr. Garcia had been licensed before you paid him $10,000.00 on December 18, 2020, would you have agreed to pay him to install a new metal roof on the property?
Plaintiff's counsel (Ms. Bennett): Objection as to form.
Defendant's counsel (Mr. Torres): You can go ahead and answer.
A: I don't know. It doesn't really matter because he was unlicensed when we originally agreed that he would replace the roof. I guess if my old roof was removed, and I didn't have a roofer lined up, and Mr. Garcia was licensed and asked me to install the new metal roof, then in December of 2020 I probably would have said yes because I was desperate. But I'm just guessing. I really don't know for sure.
Q: In December was your old roof removed?
A: Yes.
Q: In December did you have another roofer lined up?
A: Unfortunately, no, I did not.
Q: In December did Mr. Garcia ask you to install the new metal roof?
A: No, he told me he was going to.
Q: When Mr. Garcia told you he was going to install the new metal roof in December of 2020, did you agree that he could?
Plaintiff's counsel (Ms. Bennett): Objection as to form.
Defendant's counsel (Mr. Torres): You can go ahead and answer.
A: Yeah, I mean, I wanted it done as soon as possible.
Q: Do you know whether Mr. Garcia is currently licensed as a roofer?
A: I don't know.

Q: Do you know when Mr. Garcia received his roofing license from the State of Florida?
Plaintiff's counsel (Ms. Bennett): Objection as to form.
Defendant's counsel (Mr. Torres): You can go ahead and answer.
A: I don't know if he did. If he did, which I don't know, then I don't know when he received it. He never told me.
Q: Did Diego Garcia tell you anything specifically about how to make this $10,000.00 payment?
A: He wanted a check again, and he wanted the check made out to him personally again.
Q: Did Mr. Garia tell you why he wanted you to make this check out to him personally?
A: Not that I recall, no.
Q: What happened next?
A: Diego texted me and asked me for another $10,000.00.
Q: When was that?
A: January 11, 2021.
Q: Did he tell you what he needed the money for?
A: No, and I didn't care at that point. He had the money he needed to finish the roof. He had had more than enough time to finish the roof. He could have re-roofed that property six times over in the amount of time it took him just to remove the old one. All the other contractors had been done for months. After I paid him $10,000.00 on December 18, I didn't hear anything about the roof or get any more photos, I just got another text requesting another $10,000.00. I had no idea what he was doing with this money. He could have been blowing it all in Vegas for all I knew. He just wanted more money, with no progress, and no updates.
Q: How much did you still have left to pay under the agreement?
Plaintiff's counsel (Ms. Bennett): Objection as to form.
Defendant's counsel (Mr. Torres): You can go ahead and answer.
A: There was no agreement because he was unlicensed, he was a fraud. But according to the document, I still owed him $35,000.00, which I would have been happy to pay if he was licensed, which he was not, and if he completed the roof, which he never did. When he asked for the money, I refused and I told him he would get his remaining $35,000.00 when he finished the roof.
Q: Is that what the document from December 16, 2019, said?
Plaintiff's counsel (Ms. Bennett): Objection as to form.
Defendant's counsel (Mr. Torres): You can go ahead and answer.
A: No, it didn't have a draw schedule. Like I said, he was the one who drafted it, if he wanted a draw schedule he should have included one, but because he didn't, I didn't have to pay him until the roof was done. Look, he wanted to alter the deal by taking his time and delaying the project for months and months

and months and lying to me about the roof. It was more than fair game for me to alter the deal and make him wait until he actually finished the roof. Especially because I believed if I just paid him, nothing would change, just like it didn't after I made the last payment.
Q: You said alter the deal. Did you alter the deal with him by making him wait?
A: We never discussed when I would be paying him, so I wasn't altering the deal, no. We just never agreed on when payment would be due. I think he thought it was upon his request, and I agreed to make several payments after he requested them. But I wasn't going to do that any longer. I wasn't going to pay him again until the project was done. Then I was happy to pay him the rest.
Q: Let the record reflect I am showing you a text message. Do you recognize this text message?
A: I do. I sent this to Mr. Garcia in response to his January 11 text to me.
Q: When did you send this text message to Mr. Garcia?
A: That same day, on January 11, 2021.
Q: Can you read the text message for me, please?
A: I don't care what we previously agreed to. We also didn't agree you could pick and choose when you wanted to work and when you didn't. This roof should have been done by now – it is way overdue which is your fault alone. Your foot dragging and empty excuses are not ok with me. You're way behind schedule, which is not ok for me and my business. The market is heating up, we could have flipped this house by now, and you are the only one standing in our way, preventing us from selling it. If you don't finish the roof asap, I will fire you, which will be the least of your worries if we can't flip this house in the next 30 days. Stop asking me for more money and finish the roof ASAP.
Q: Is that the end of the text message?
A: Yes.
Q: When you sent this text message to Mr. Garcia, did you want him and his company to finish the roof as soon as possible?
A: Of course.
Q: What did as soon as possible mean to you?
A: Before the end of the month, the end of January of 2011.
Q: If Mr. Garcia completed the roof within the end of the month, did you agree you would pay him $35,000.00?
A: Yes, at the time. But our arrangement was null and void because Mr. Garcia was an unlicensed roofer.
Q: Did Garcia Roofing complete the new metal roof?
A: No.
Q: What happened next?

A: I received a copy of a stop work order and the expired permit from the Playa County Building Department. I called the Playa County Building Department, and they told me Diego Garcia had called them on February 15, 2021 to schedule a final inspection with them. However, once they realized the permit had expired several months earlier and no one had renewed it, they issued a stop work order and sent me a copy as the homeowner. I quickly realized that Diego Garcia had not been licensed when we signed the December 16 document, that Juan Delgado, a stranger to the project, had pulled the permit for the roof, and that the permit had expired and no one had done anything to renew it or let me know. Next thing I did, I picked up the phone, called Mr. Garcia, and told him he was fired. I told him there was nothing he could do to salvage the project, and that he was to be off my property with all his crew and equipment and tools by the end of the day. I told him if I saw him again on the property, I would call the police and get him arrested for trespassing.
Q: What happened next?
A: I had to hire another contractor ASAP.
Q: Who did you hire?
A: Sunwest Construction Services. They were licensed. I checked beforehand this time.
Q: What did you hire them to do?
A: I hired them to change over the permit, repair any defects, pass the final inspection, renew and close out the permit, and finish the roofing project.
Q: What condition was the new metal roof in when you hired Sunwest Construction Services?
Plaintiff's counsel (Ms. Bennett): Objection as to form.
Defendant's counsel (Mr. Torres): You can go ahead and answer.
A: I'm not exactly sure. The new roof did have a few defects which Sunwest had to repair. This whole process was pretty quick, and I was very impressed with Sunwest's service. They finished their work within a month.
Q: How much did you pay Sunwest?
A: $15,000.00 in total.
Q: Would it be fair to say that most of Sunwest's work was largely administrative in nature?
Plaintiff's counsel (Ms. Bennett): Objection as to form.
Defendant's counsel (Mr. Torres): You can go ahead and answer.
A: I don't know, you'd have to ask them. Can I just say something?
Q: Sure.
A: This lawsuit is not about Garcia Roofing's workmanship per se. If Garcia Roofing had been licensed, hadn't lied to me, finished the roof sooner, and hadn't let the permit expire, I

would have paid them and we wouldn't be here. But that's not what happened.
Q: To your knowledge, did Garcia Roofing cause a claim of lien to be recorded against the property?
A: I found out that Garcia Roofing had filed a lien on the property, yes.
Q: When did you find that out?
A: I don't recall. I had already hired a realtor to list the property. But then I had to pull the property off the market once I found out about the lien. By pulling the property off the market when I did, I breached my listing agreement with my realtor.
Q: What happened as a result of you having to de-list the property?
A: I breached my listing agreement with my realtor. We listed the property for $450,000.00. I was supposed to pay my realtor 3% of the listing price, or $13,500.00.
Q: Did you pay your realtor $13,500.00?
A: I negotiated it down to $10,000.00 and agreed to list the property with her again once this lawsuit is over.
Q: What happened next?
A: I filed a criminal complaint against Diego Garcia with the Playa County Sheriff's Office Economic Crimes Division. I reported him as an unlicensed contractor, because unlicensed contracting is a crime, and I found out it's even a felony if it's during a state of emergency, which it was.
Q: Do you recall when you did this?
A: March 19, 2021.
Q: Did you hear back from them after you filed your criminal complaint?
A: Yes, it was several weeks later. They wrote me a very simple letter, with just a few short lines. They said they were declining to prosecute Mr. Garcia or his company because they said it was a civil matter. I called them and asked them to elaborate, but they refused. They never told me why they thought it was a civil matter. They were obviously wrong, this was a crime, they just don't want to look into it, I guess. I think it's because they're just lazy and don't want to do their jobs. I called them and left them a voicemail asking them how I could appeal their decision, but they never responded.
Q: What happened next?
A: I also filed a complaint with the Florida Department of Business Regulations or something, I think it's called.
Q: The Florida Department of Business and Professional Regulations?
A: Yeah, that's it. But there's also an acronym or something.
Q: DBPR.

A: Yeah, that's it. The DBPR. Thank you.
Q: When did you file your complaint with the DBPR?
A: On March 26, 2021.
Q: What was your complaint about?
A: It was pretty much the same as my complaint with the Sheriff's Office. I asked them to prosecute Diego Garcia and Garcia Roofing. You asked me before whether Mr. Garcia was licensed. I remember now that I looked him up then and saw that he was licensed which is why I was able to file a complaint against him I guess.
Q: Did you hear back from them after you filed your complaint?
A: I did. Several weeks later. I don't remember the date. I received a short letter, just a few lines long. It said that they were not going to be moving forward with prosecuting Mr. Garcia or his company. They didn't go into any detail. I called them too, to ask them if they could tell me why they weren't going to look into this, but they didn't tell me why, they just said they're weren't going to and that's that. They recommended I hired a civil attorney to sue them in civil court, which is obviously what I did. I wish I didn't have to, I wish someone would have the courage and motivation to actually hold someone accountable for a change, but I guess I have to do it and spend my own money in the process. If you want something done, you just have to do it yourself. I guess that's just as true with justice as it is with business. Shameful, but true. So here we are. Doing it the hard way, again, because no one wants to be responsible for anything anymore.
Q: What happened after the DBPR told you they were not going to be moving forward with your complaint?
A: I just told you. Once I realized no one was going to hold Mr. Garcia or his company accountable or even investigate them, I had no other choice but to file this lawsuit.
Q: Have you seen a copy of the Claim of Lien recorded against the property?
A: I have.
Q: And you believe the Claim of Lien is fraudulent?
A: I don't believe the Claim of Lien is fraudulent, I know it's fraudulent. It was recorded by an unlicensed contractor, it included overhead expenses which cannot be included as part of a lien claim, and it failed to mention that Diego breached our agreement first when he lied to me about the roof's status and then didn't complete the roof for over a year.
Q: Have you seen a copy of the Amended Claim of Lien recorded against the property?
A: I have.
Q: Do you believe the Amended Claim of Lien is fraudulent as well?

A: Yes, it is. It was recorded by an unlicensed contractor, and it failed to mention that Diego breached our agreement first. Diego can't record a lien when he broke our deal first. That's if we even had a deal, which we didn't, because he was an unlicensed roofer.
Q: Earlier we spoke about a Juan Delgado. Do you recall that?
A: Yes I do.
Q: Have you tried to contact Juan Delgado?
A: My attorneys have. We can't find him. I think Diego said that he moved out of the country or something. But he's not that important to my case.
Q: Why not?
Plaintiff's counsel (Ms. Bennett): I am going to instruct the witness not to answer based on the attorney-client privilege.
Q: Ok. When did you settle your case with Sunwest?
A: In 2024.
Q: Did you pay any of the settlement funds to Mr. Garcia or his company.
A: No, of course not. Why would I?
Defendants' Counsel: No further questions.
Plaintiff's Counsel: No questions. We'll waive.
Defendant's Counsel: We'll order a copy.
Defendants' Counsel: Then we'll take a copy, thank you.
Court Reporter: The deposition is concluded at 12:28 p.m.

IN THE CIRCUIT COURT OF THE TWENTY-FIRST JUDICIAL CIRCUIT
IN AND FOR PLAYA COUNTY, FLORIDA
CIVIL DIVISION

RESIDENTIAL REDEVELOPMENT SOLUTIONS, LLC,
A Florida Limited Liability Company,

Plaintiff, CASE NO. 22-CA-1744

v.

GARCIA ROOFING, LLC,
A Florida Limited Liability Company; and
DIEGO GARCIA, an individual,

Defendants.
_____ /

PLAINTIFF'S MOTION FOR FINAL SUMMARY JUDGMENT

Plaintiff, Residential Redevelopment Solutions, LLC ("Plaintiff"), pursuant to Florida Rule of Civil Procedure 1.510, moves for final summary judgment on all claims asserted by Plaintiff against Defendants in Plaintiff's First Amended Complaint and on all counterclaims asserted by Counter-Plaintiff, GARCIA ROOFING, LLC ("Counter-Plaintiff"), and in support thereof, Plaintiff states the following:

I. INTRODUCTION

This dispute arises from Defendants' unlicensed contracting and lien assertions tied to a roof project. The undisputed record shows Defendants operated without a licensed qualifier when they solicited and obtained work and payments, procured a third party, Juan Delgado, to pull the roofing project's permit ("the Permit"), allowed the Permit to expire, and then recorded a Claim of Lien which was later amended to $10,000.00. The governing facts present no genuine dispute and entitle Plaintiff to judgment as a matter of law on its claims (fraudulent lien; FDUTPA; unlicensed contracting; civil theft; civil

conspiracy) against Defendants, and against Counter-Plaintiff on its counterclaim to foreclose on the Amended Claim of Lien.

II. SUMMARY JUDGMENT EVIDENCE

1. Defendants' Answer, Affirmative Defenses, and Counterclaims to Plaintiff's First Amended Complaint filed on September 8, 2023 [the "Answer"];
2. The December 16, 2019 Document;
3. The Claim of Lien recorded by Garcia Roofing on March 12, 2021;
4. The Amended Claim of Lien recorded by Garcia Roofing on April 20, 2023;
5. The November 14, 2023 Deposition Transcript of Diego Garcia;
6. The July 10, 2024 Deposition Transcript of Justin Stallworth.

III. UNDISPUTED MATERIAL FACTS

1. Residential Redevelopment is a Florida Limited Liability Company that purchases, rehabilitates, and sells residential real property in Florida. [Answer at ¶1].
2. Defendant Garcia Roofing is a Florida Limited Liability Company. [Answer at ¶2].
3. Defendant Garcia is an individual who, at all relevant times, owned and operated Garcia Roofing, LLC. [Answer at ¶3].
4. Diego Garcia formed Garcia Roofing in 2019. [Garcia Dep. Pg. 2 L. 21-22].
5. Mr. Garcia is Garcia Roofing's sole owner. [Garcia Dep. Pg. 2 L. 19-20].

6. There exists a parcel of residential real property located in Playa County, Florida, at 6400 Pine Grove Road, Playa Bay, Florida 33141, more specifically described as the following:

   Lot 10, Block A, Revised Plat of a Poriton of Playa Estates, according to the plat thereof recorded in Plat Book 8, Page 134, Public Records of Playa County, Florida. Parcel Identification Number 34-44-24-P1-0051G.0020 ("the Property"). [Answer at ¶7; Garcia Dep. Pg. 3 L. 43-44].

7. Residential Redevelopment owned the Property. [Garcia Dep. Pg. 3 L. 40-44].

8. On October 18, 2019, Hurricane Bruno, a Category 3 Hurricane, struck Playa County, causing catastrophic damage in Playa County. [Answer at ¶11; Garcia Dep. Pg. 3 L. 36-46].

9. The Playa County Board of County Commissioners declared a state of emergency for Playa County. [Answer at ¶12].

10. That emergency declaration lasted through December 31, 2019. [Answer at ¶13].

11. Hurricane Bruno damaged the Property's asphalt roof. [Answer at ¶14].

12. As a result of Hurricane Bruno, the Property's asphalt roof had to be replaced. [Answer at ¶15].

13. In December of 2019, Residential Redevelopment, through its principal, Justin Stallworth, contacted Defendant Garcia to hire Defendant Garcia Roofing to replace the Property's roof. [Answer at ¶16; Garcia Dep. Pg. 4 L. 19-20].

14. At the time, Mr. Garcia was not a licensed roofer. [Answer at ¶17].

15. At the time, Garcia Roofing did not officially have a qualifying agent. [Garcia Dep. Pg. 4 L. 44-47].

16. Mr. Garcia never told Mr. Stallworth that he was unlicensed. [Stallworth Dep. Pg. 3 L. 26-28].

17. If Mr. Garcia had told Mr. Stallworth that, he would have never hired Mr. Garcia. [Stallworth Dep. Pg. 3 L. 26-31].

18. Garcia Roofing agreed to remove the Property's roof and replace it, in exchange for payment of $65,000.00. [Garcia Dep. Pg. 5 L. 11-13].

19. Residential Redevelopment agreed to pay Defendant Garcia Roofing $65,000.00 to remove the Property's existing asphalt roof and replace it with a new metal roof. [Answer at ¶20].

20. The new metal roof would cover the Property's 3,000.00 square feet. [Answer at ¶21].

21. The Property's old roof was made of asphalt, while the new roof would be made out of metal. [Garcia Dep. Pg. 5 L. 16-19].

22. Most of Mr. Garcia's experience was in asphalt shingle roofs; before this roofing project, he had worked on less than a dozen metal roofs. [Garcia Dep. Pg. 5 L. 22-26].

23. Mr. Garcia did not tell Mr. Stallworth this. [Garcia Dep. Pg. 5 L. 27-28].

24. Mr. Garcia drafted a document memorializing the parties' arrangement, whereby his company, Garcia Roofing, would perform and complete the Roofing Project. [Garcia Dep. Pg. 6 L. 8-10].

25. No one else drafted the document, only Mr. Garcia. [Garcia Dep. Pg. 6 L. 9-10].

26. When Residential Redevelopment was agreeing to pay Defendant Garcia Roofing, on December 16, 2019, Defendants presented Residential Redevelopment with the document ("the December 16, 2019 Document"). [Answer at ¶23].

27. The December 16, 2019 Document listed a Florida roofing license on it. [Answer at ¶24].

28. Mr. Garcia added the license number onto the document. [Garcia Dep. Pg. 6 L. 11-14].

29. However, that Florida roofing licensed number belonged to a Mr. Juan Delgado. [Answer at ¶25].

30. Mr. Delgado name or contact information was not included with the license number. [Garcia Dep. Pg. 6 L. 21-23].

31. The December 16, 2019 Document did not state whose license number the license belonged to. [Answer at ¶28].

32. Mr. Stallworth only signed the document because he thought Mr. Garcia was licensed. [Stallworth Dep. Pg. 4 L. 20-22].

33. Had Mr. Stallworth known Mr. Garcia was unlicensed, he never would have signed the December 16, 2019 Document. [Stallworth Dep. Pg. 4 L. 20-22].

34. Mr. Garcia never told Mr. Stallworth that the license number belonged to Mr. Delgado. [Garcia Dep. Pg. 6 L. 29-31].

35. At the time, Mr. Garcia was unlicensed. [Garcia Dep. Pg. 6 L. 36-37].

36. Mr. Garcia was supposed to have the new roof completed by May 29, 2020. [Garcia Dep. Pg. 6 L. 1-2].

37. On December 16, 2019, Residential Redevelopment paid 20% of the $65,000.00 Roofing Project price, or $13,000.00, as a deposit for the Roofing Project. [Garcia Dep. Pg. 6 L. 38-43].

38. The deposit was made by a check, which was made out to Mr. Garcia, personally, not to Garcia Roofing. [Garcia Dep. Pg. 6 L. 43-45].

39. Mr. Garcia asked Mr. Stallworth to make the check out to Mr. Garcia, personally. [Garcia Dep. Pg. 7 L. 1-2].

40. After receiving the check from Mr. Stallworth, Mr. Garcia deposited the check into his own personal bank account. [Garcia Dep. Pg. 7 L. 5-6]

41. When he signed the document on December 16, 2019, to perform the Roofing Project, Mr. Garcia did not have a valid roofing contractor's license. [Garcia Dep. Pg. 7 L. 10-14].

42. Mr. Juan Delgado pulled the Permit for the Roofing Project, using his Florida roofer's license. [Garcia Dep. Pg. 7 L. 15-17].

43. Mr. Garcia called Mr. Delgado and asked him to pull the Permit. [Garcia Dep. Pg. 7 L. 18-20].

44. Mr. Delgado agreed that he would pull the Permit using his license, in exchange for $500.00. [Garcia Dep. Pg. 7 L. 21-22].

45. However, at the time, Mr. Juan Delgado was not the company's qualifying agent. [Garcia Dep. Pg. 4 L. 44-47].

46. On February 6, 2020 Mr. Garcia paid Mr. Delgado $500.00 to pull the Permit using his license. [Garcia Dep. Pg. 7 L. 33-39].

47. That same day, on February 6, 2020, Mr. Delgado applied for the Permit with the Playa County Building Department using his license. [Garcia Dep. Pg. 7 L. 35-39].

48. On February 14, 2020, Playa County issued Mr. Delgado the Permit. [Garcia Dep. Pg. 8 L. 1-3].

49. When the Permit was first issued, it was scheduled to expire on August 14, 2020. [Garcia Dep. Pg. 8 L. 18-19].

50. Mr. Garcia never filed any paperwork to have Mr. Delgado removed from the Permit. [Garcia Dep. L. 8 Pg. 22-24].

51. No one extended the Permit or made any attempts to extend the Permit. [Answer at ¶40].

52. Mr. Garcia did not communicate with Residential Redevelopment about the Roofing Project's status from December of 2019 through September of 2020. [Garcia Dep. Pg. 9 L. 46-47, Pg. 10 L. 1-2].

53. On October 5, 2020, Mr. Stallworth contacted Mr. Garcia and asked him about the new roof. [Garcia Dep. Pg. 10 L. 6-7].

54. Mr. Garcia told Mr. Stallworth that the project was on track and everything was on schedule, which was false. [Garcia Dep. Pg. 10 L. 6-13].

55. On October 5, 2020, Mr. Garcia asked Mr. Stallworth for another $7,000.00 for the Roofing Project. [Garcia Dep. Pg. 10 L. 31-34].

56. As requested, Residential Redevelopment paid Mr. Garcia another $7,000.00. [Garcia Dep. Pg. 10 L. 47, Pg. 11 L. 1-2].

57. When Mr. Garcia received that $7,000.00 payment, not much work had been done at the Property. [Garcia Dep. Pg. 11 L. 3-5].

58. By then, the Permit had expired. [Garcia Dep. Pg. 11 L. 18-19].

59. Mr. Garcia did not tell Mr. Stallworth that the Permit had expired. [Garcia Dep. Pg. 11 L. 18-19].

60. On October 10, 2020, Garcia Roofing started tearing off the Property's old roof. [Garcia Dep. Pg. 11 L. 21-24].

61. By the end of October of 2020, Garcia Roofing had finished tearing off the Property's roof. [Garcia Dep. Pg. 11 L. 31-32].

62. When Garcia Roofing started tearing off the Property's old roof, Mr. Garcia was still unlicensed, and Garcia Roofing did not have a qualifying agent. [Garcia Dep. Pg. 11 L. 40 -46, Pg. 12 L. 1-3].

63. When Garcia Roofing finished tearing off the Property's old roof, Mr. Garcia was still unlicensed, and Garcia Roofing still did not have a qualifying agent. [Garcia Dep. Pg. 11 L. 40-46, Pg. 12 L. 1-3].

64. On December 18, 2020, Residential Redevelopment paid Mr. Garcia another $10,000.00 for the Roofing Project. [Garcia Dep. Pg. 12 L. 22-23].

65. Residential Redevelopment made the $10,000.00 Check payable to Defendant Garcia, individually, as requested by Defendant Garcia. [Answer at ¶52].

66. In February of 2021, the Playa County Building Department issued a stop work order because the Permit had expired. [Garcia Dep. Pg. 13 L. 21-24].

67. Mr. Garcia does not recall ever giving Mr. Stallworth a copy of the stop work order. [Garcia Dep. Pg. 13 L. 28-30].

68. After that, Mr. Stallworth fired Mr. Garcia and his company. [Stallworth Dep. Pg. 12 L. 12-13].

69. Mr. Stallworth hired Sunwest Construction Services as his new contractor. [Stallworth Dep. Pg. 12 L. 20-21].

70. Mr. Stallworth paid Sunwest $15,000.00 for their work. [Stallworth Dep. Pg. 12 L. 35-36].

71. Mr. Garcia recorded a Claim of Lien against the Property in the amount of $35,000.00. [Garcia Dep. Pg. 14 L. 10-14].

72. By then, Mr. Stallworth had already hired a realtor to list the Property. [Stallworth Dep. Pg. 13 L. 7-9].

73. As a result of the lien, he had to pull the Property off the market, which caused him to breach his listing agreement with his realtor. [Stallworth Dep. Pg. 13 L. 10-15].

74. Mr. Stallworth was forced to pay his realtor $10,000.00 because of the breach. [Stallworth Dep. Pg. 13 L. 18-20].

75. On April 20, 2023, Mr. Garcia amended the Claim of Lien. [Garcia Dep. Pg. 14 L. 44-47].

76. Mr. Garcia amended the Claim of Lien down to $10,000.00, so it now only reflected the company's out of pocket costs. [Garcia Dep. Pg. 15 L. 1-14].

IV. LEGAL ARGUMENT

A. Summary judgment standard is satisfied by the undisputed record.

The above facts are drawn from the pleadings, sworn lien, and party depositions and are not genuinely disputed for trial. They establish each element of Plaintiff's claims and negate Counter-Plaintiff's lien counterclaim as a matter of law.

B. Plaintiff is entitled to judgment on Count I (Fraudulent Lien) and for discharge/cancellation of the lien and fees.

The original Claim of Lien and Amended Lien are predicated on work procured and performed under a December 16, 2019 arrangement when Mr. Garcia admittedly lacked a roofing license and when a non-qualifier's license was held out on the document and used to pull the Permit. Defendant Garcia had no roofing license when the December 16, 2019 Document was executed, and payment accepted and used Juan Delgado's license on the document and for the Permit despite Mr. Delgado not being the qualifying agent. Mr. Garcia testified he lacked a license when he signed the December 16, 2019 Document, when he accepted funds from Plaintiff, when he began tearing off the Property's old roof, and when he finished installing the Property's new metal roof.

The Amended Lien claims $10,000.00 under the same agreement and for the same project. The Amended Claim of Lien reduces the claim to $10,000.00 but it is tied to the December 16, 2019 Document and the same Roofing Project. Plaintiff suffered damages from the lien clouding title and listing, including $10,000.00 paid to its broker. The lien

caused Plaintiff to de-list the property and pay $10,000.00 to its realtor as a negotiated amount from the listing agreement. Accordingly, the lien is unenforceable and should be discharged, with entitlement to costs and fees incident to discharge.

C. Plaintiff is entitled to judgment on Count II (FDUTPA) based on deceptive/unfair practices.

Defendants represented licensure by including a third party's license on the December 16, 2019 Document and by arranging that third party to pull the permit while unlicensed, thereby accepting money under that misimpression. The December 16, 2019 Document listed a Florida roofing license number without disclosing it belonged to Juan Delgado, not Defendants, and Defendants accepted Plaintiff's money thereafter. Mr. Garcia admitted the license inclusion and lack of a qualifying agent at that time. Mr. Garcia admitted he was unlicensed at contracting, included Mr. Delgado's license on the contract, and Mr. Delgado was not officially Garcia Roofing's qualifier.

Plaintiff incurred actual damages including the $30,000.00.00 paid to Defendants during the project and consequential costs to complete and to address listing issues. Plaintiff paid $30,000.00 to Defendants and later incurred $15,000.00 to a subsequent contractor to change over the permit, remedy minor items, secure inspection, and to complete and close out the Permit. Plaintiff paid $10,000.00 after de-listing the property due to the lien. Summary judgment on liability and damages is warranted, with entitlement to attorneys' fees under FDUTPA.

D. Plaintiff is entitled to judgment on Count III (Unlicensed Contracting), including invalidation of lien and statutory remedies.

Defendants agreed to perform roofing work requiring licensure while unlicensed and without a qualifying agent at project inception. Defendants agreed to perform the roofing project that required a Florida roofer's license when Mr. Garcia was not licensed and Garcia Roofing had no qualifying agent.

Plaintiff paid $30,000.00 under this unlicensed arrangement. The lien must be invalidated, with monetary relief as pled.

E. Plaintiff is entitled to judgment on Count IV (Civil Theft).

There was no enforceable contract at inception due to unlicensed contracting; thus, Defendants had no legal entitlement to retain Plaintiff's funds. Because Garcia Roofing was unlicensed when it attempted to enter the December 16, 2019 Document, there was never a contract between Plaintiff and Garcia Roofing or between Plaintiff and Mr. Garcia.

Plaintiff served a civil theft demand on both Defendants and received no repayment. Plaintiff sent both Defendants a civil theft letter at least 30 days prior to filing the claim, Defendants received it and have not made any payments since. Summary judgment on liability and damages as pled is proper.

F. Plaintiff is entitled to judgment on Count V (Civil Conspiracy) with Juan Delgado.

Mr. Garcia solicited Mr. Delgado to use his license for this project, paid him $500.00, and Mr. Delgado then applied for the permit the same day, on February 14, 2020. Mr. Garcia contacted Juan Delgado to pull the permit, paid him $500.00 cash on February 6, 2020, and that same day Mr. Delgado applied for the permit, which Playa

County issued on February 14, 2020. These undisputed acts in furtherance of using a third party's license to enable unlicensed contracting sustain conspiracy liability.

G. Defendants' Counterclaim for Lien Foreclosure fails as a matter of law.

The amended lien seeks $10,000.00 predicated on the same December 16, 2019 Document and performance while unlicensed and under an expired/third-party permit. The counterclaim seeks foreclosure of the amended lien tied to the December 16, 2019 Document. The Amended Claim of Lien itself recites the December 16, 2019 agreement and work period and asserts an unpaid $10,000 balance.

Plaintiff has shown damages and statutory grounds requiring lien invalidation and discharge, precluding foreclosure. The lien caused Plaintiff listing damages and is predicated on unlicensed contracting and permitting via a third-party license holder. Plaintiff's complaint seeks invalidation of the lien based on unlicensed contracting and fraudulent lien grounds. Summary judgment should be entered against the counterclaim.

H. Defendants' affirmative defenses fail on undisputed facts.

Substantial performance/setoff, waiver/estoppel, good faith, impossibility, and lack of causation do not cure the threshold illegality of unlicensed contracting and expired third-party permit use, which the record establishes. Defendants assert substantial performance and offsets, but also admit the permit expired, used a third party's license, and that Mr. Garcia lacked a license at inception. Plaintiff's evidence the subsequent contractor completed administrative steps and minor repairs for $15,000.00.

V. CONCLUSION

No genuine dispute of material fact exists. Plaintiff respectfully requests the Court grant this Motion and enter Final Summary Judgment:

1. For Plaintiff and against Defendants on Count I (Fraudulent Lien), declaring the Claim of Lien and Amended Claim of Lien invalid and unenforceable; ordering discharge/cancellation; awarding Plaintiff its costs, clerk's fees, reasonable attorneys' fees, and costs of services to secure discharge. Plaintiff pleads for a judgment declaring the lien fraudulent and unenforceable and for associated fees and costs;

2. For Plaintiff on Count II (FDUTPA), awarding actual damages and Plaintiff's reasonable attorneys' fees and costs. Plaintiff alleges deceptive/unfair practices causing actual damages and seeks attorneys' fees pursuant to §501.2105(1);

3. For Plaintiff on Count III (Unlicensed Contracting), invalidating the lien and awarding disgorgement of $30,000.00 or treble damages as pled, plus costs. Plaintiff seeks lien invalidation and either disgorgement of the $30,000.00 paid or treble damages;

4. For Plaintiff on Count IV (Civil Theft), awarding treble damages of $90,000.00 and Plaintiff's attorneys' fees and costs. Plaintiff seeks treble damages of $90,000.00 and attorneys' fees and costs for civil theft;

5. For Plaintiff on Count V (Civil Conspiracy), awarding compensatory damages. Plaintiff seeks compensatory damages for civil conspiracy based on the license-and-permit arrangement with Juan Delgado;

6. Against Garcia Roofing on its Counterclaim for Lien Foreclosure, entering judgment in Plaintiff's favor and denying all relief sought therein. The

counterclaim requests foreclosure and related relief on the Amended Claim of Lien which Plaintiff contests as invalid; and

7. Granting such other and further relief as the Court deems just and proper.

COHEN & ASSOCIATES PLLC

/s/ Marcus Cohen
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Attorney for Residential Redevelopment Solutions LLC

IN THE CIRCUIT COURT OF THE TWENTY-FIRST JUDICIAL CIRCUIT
IN AND FOR PLAYA COUNTY, FLORIDA
CIVIL DIVISION

RESIDENTIAL REDEVELOPMENT SOLUTIONS, LLC,
A Florida Limited Liability Company,

Plaintiff, CASE NO. 22-CA-1744

v.

GARCIA ROOFING, LLC,
A Florida Limited Liability Company; and
DIEGO GARCIA, an individual,

Defendants.
_____ /

DEFENDANTS'/COUNTER-PLAINTIFF'S RESPONSE IN OPPOSITION TO PLAINTIFF'S MOTION FOR FINAL SUMMARY JUDGMENT

Defendants, Garcia Roofing, LLC and Diego Garcia, and Counter-Plaintiff, Garcia Roofing, LLC (collectively, "Defendants"), oppose Plaintiff's Motion for Final Summary Judgment filed on September 10, 2024 ("the Motion"), and in support thereof, Defendants state the following:

I. INTRODUCTION

The Motion overreaches on a record which contains multiple genuine disputes of material fact on key elements across Plaintiff's claims and Counter-Plaintiff's counterclaim. Credibility disputes (including what was disclosed about licensure, reliance, causation, and damages), competing inferences regarding intent, and fact questions regarding performance and offsets preclude summary judgment. Further, Plaintiff's damages theories (including lien-based damages and treble-damage claims) raise fact issues inappropriate for resolution as a matter of law.

II. SUMMARY JUDGMENT EVIDENCE

1. Defendants' Answer, Affirmative Defenses, and Counterclaims to Plaintiff's First Amended Complaint filed on September 8, 2023 [the "Answer"];
2. The December 16, 2019 Document;
3. The Claim of Lien recorded by Garcia Roofing on March 12, 2021;
4. The Amended Claim of Lien recorded by Garcia Roofing on April 20, 2023;
5. The November 14, 2023 Deposition Transcript of Diego Garcia;
6. The July 10, 2024 Deposition Transcript of Justin Stallworth; and
7. The Answer and Affirmative Defenses to Counter-Plaintiff's Counter-Claim filed by Plaintiff on September 21, 2023 [the "Counterclaim Answer].

III. RESPOSE TO PLAINTIFF'S UNDISPUTED MATERIAL FACTS

1. Admitted.
2. Admitted.
3. Admitted.
4. Admitted.
5. Admitted.
6. Admitted.
7. Admitted.
8. Admitted.
9. Admitted.
10. Admitted.

11. Admitted.

12. Admitted.

13. Admitted.

14. Admitted.

15. Admitted.

16. Denied. When Mr. Stallworth contacted Mr. Garcia about hiring his company to replace the Property's roof, Mr. Garcia told Mr. Stallworth that he wasn't licensed yet. Mr. Stallworth said that he was fine with that, because he had filed a claim with his carrier for the damage and that it would take some time for that to work itself out. [Garcia Dep. Pg. 4 L. 18-28].

17. Denied. [Garcia Dep. Pg. 4 L. 18-28].

18. Admitted.

19. Admitted.

20. Admitted.

21. Admitted.

22. Admitted.

23. Admitted.

24. Admitted.

25. Admitted.

26. Admitted.

27. Admitted.

28. Admitted.

29. Admitted.

30. Admitted.

31. Admitted.

32. Denied. [Garcia Dep. Pg. 4 L. 18-28].

33. Denied. [Garcia Dep. Pg. 4 L. 18-28].

34. Denied. Mr. Garcia does not recall whether he told Mr. Stallworth that the license number belonged to Mr. Delgado, and he could have. [Garcia Dep. Pg. 6 L. 29-31].

35. Admitted.

36. Denied. Mr. Garcia expected to have the roofing project done by May 29, 2020, before covid happened. It was just an estimated completion date. [Garcia Dep. Pg. 6 L. 1-6].

37. Admitted.

38. Admitted.

39. Admitted.

40. Admitted.

41. Admitted.

42. Admitted.

43. Admitted.

44. Admitted.

45. Denied. Mr. Juan Delgado was not the company's qualifying agent according to the paperwork, but he had previously agreed to serve as the company's qualifying agent before the roofing project began. [Garcia Dep. Pg. 3 L. 12-14].

46. Admitted.

47. Admitted.

48. Admitted.

49. Admitted.

50. Admitted.

51. Admitted.

52. Admitted.

53. Admitted.

54. Admitted.

55. Admitted.

56. Admitted.

57. Admitted.

58. Admitted.

59. Admitted, because Mr. Garcia did not know the Permit had expired at the time.

60. Admitted.

61. Admitted.

62. Admitted.

63. Admitted.

64. Admitted.

65. Admitted.

66. Admitted.

67. Admitted.

68. Admitted.

69. Admitted.

70. Admitted.

71. Admitted.

72. Admitted.

73. Admitted.

74. Admitted.

75. Admitted.

76. Admitted.

IV. ADDITIONAL UNDISPUTED MATERIAL FACTS

1. Diego Garcia started working for Juan Delgado's roofing company, Delgado Roofing LLC, in 2014. [Garcia Dep. Pg. 2 L. 23-30].

2. Eventually, Mr. Garcia wanted to own and operate his own roofing company. [Garcia Dep. Pg. 2 L. 36-37].

3. When he started working for Mr. Delgado, Mr. Garcia did not have any roofing experience, and he was unlicensed at the time. [Garcia Dep. Pg. 2 L. 37-38].

4. However, he planned on taking the roofing licensing exam and becoming licensed after he worked for Mr. Delgado for a few years. [Garcia Dep. Pg. 2 L. 39-40].

5. After five years at Delgado Roofing, Mr. Garcia resigned and started his own company. [Garcia Dep. Pg. 2 L. 40-42].

6. Mr. Delgado agreed to serve as Mr. Garcia's qualifier for his new company until the State of Florida gave Mr. Garcia a license. [Garcia Dep. Pg. 3 L. 5-7].

7. Mr. Garcia had never fun a company before, this was his first one, so he did not understand that certain paperwork was required for Mr. Delgado to officially become his company's qualifying agent. [Garcia Dep. Pg. 3 L. 18-21].

8. Instead, he confused being the company's Registered Agent with Sunbiz with being a qualifier with the DBPR. [Garcia Dep. Pg. 3 L. 21-23].

9. Mr. Delgado served as Garcia Roofing's first Registered Agent because Mr. Garcia thought that made Mr. Delgado the company's qualifier. [Garcia Dep. Pg. 23-24].

10. When Mr. Stallworth called asking Mr. Garcia to take on the Roofing Project, Mr. Garcia told Mr. Stallworth that Mr. Delgado would be serving as the company's qualifier, so Mr. Delgado would take care of the paperwork in the meantime while I took my exam and got licensed. [Garcia Dep. Pg. 4 L. 32-34].

11. Based on Mr. Garcia's conversations with Mr. Delgado, Mr. Delgado was Mr. Garcia's qualifier. [Garcia Dep. Pg. 4 L. 44-47].

12. When Mr. Garcia called Mr. Delgado and asked him to pull the Permit, Mr. Delgado told Mr. Garcia that he frequently pulled permits for many of his other friends in the roofing business all over Florida, and that this was totally normal and industry practice. [Garcia Dep. Pg. 7 L. 27-29].

13. Because Mr. Delgado was his friend and mentor, Mr. Garcia completely trusted him. [Garcia Dep. Pg. 7 L. 29-30].

14. Mr. Garcia understood that this was a very common practice throughout the state, and that most of his friends and colleagues pull a permit for someone else's project at least once a week. [Garcia Dep. Pg. 7 L. 30-33].

15. On November 16, 2020, the State of Florida issued Mr. Garcia his roofing license. [Garcia Dep. Pg. 10 L. 1-2; Pg. 11 L. 43-46].

16. Mr. Garcia never received any warnings that the Permit had expired. [Garcia Dep. Pg. 12 L. 13-17].

17. Mr. Delgado never told Mr. Garcia that the Permit had expired. [Garcia Dep. Pg. 12 L. 13-17].

18. Garcia Roofing spent $40,000.00 on materials, equipment, and supplies, and we expected to receive $25,000.00 for labor and profit, for the $65,000.00 project price. [Garcia Dep. Pg. 13 L. 10-13].

19. To pay for this, Mr. Garcia used the $30,000.00 Residential Redevelopment gave him to pay for the materials, equipment, and supplies, but he still needed another

$10,000.00 so Mr. Garcia spent $10,000.00 from the company funds, out of the company's business checking account, to finish paying for the Roofing Project. [Garcia Dep. Pg. 13 L. 15-21].

20. When Mr. Stallworth terminated Mr. Garcia, the roof was done. It looked good when Garcia Roofing finished the project. It was a great looking roof, and Mr. Garcia took his time making sure everything was correct. Everything about that roof was double if not triple checked. [Garcia Dep. Pg. 13 L. 41-17].

21. In fact, it might be the best job Mr. Garcia has ever done. [Garcia Dep. Pg. 13 L. 47, Pg. 14 L. 1].

22. After Mr. Stallworth reported Mr. Garcia to the Sheriff's Office, they declined to prosecute Mr. Garcia or his company, saying it was a civil matter. [Stallworth Dep. Pg. 13 L. 29-34].

23. After Mr. Stallworth reported Mr. Garcia filed a complaint with the Florida Department of Business and Professional Regulations ("DBPR"), the DBPR also declined to prosecute the Defendants as well. [Stallworth Dep. Pg. 14 L. 11-15].

V. LEGAL ARGUMENT

Summary judgment is improper where record conflicts, credibility issues, or competing inferences exist on material facts. Plaintiff, as movant, has not eliminated genuine disputes necessary to entitle it to judgment as a matter of law.

A. Plaintiff's FDUTPA claim cannot be resolved on summary judgment due to disputed facts on deception, reliance/causation, and damages.

Mr. Garcia testified that in December 2019 he told Mr. Stallworth he was not yet licensed, was preparing for the exam, and expected minimal impact because Mr. Juan Delgado had agreed to supervise the roofing project; Mr. Garcia also drafted the contract and included Juan Delgado's license number, which Mr. Garcia testified reflected that expectation. However, Plaintiff's principal, Mr. Stallworth, testified he was not told Mr. Garcia was unlicensed and that he signed the December 16, 2019 Document because he believed Mr. Garcia was licensed and he went even further to testify that he would not have hired Mr. Garcia if he knew he was unlicensed at the time. These directly conflicting accounts create credibility issues inappropriate for summary judgment on a deception-based claim.

Further, Plaintiff alleges paying $30,000.00 to Defendants, and later paying $15,000.00 to a subsequent contractor. Mr. Garcia testified the roof was completed on January 29, 2021, and that only minor punch items could remain; he contends the $15,000.00 was excessive for largely administrative tasks. Accordingly, the nature and extent of any remedial work and the reasonableness of alleged consequential damages present fact questions inappropriate for summary judgment.

Finally, Plaintiff contends the Claim of Lien caused de-listing of the Property, and a negotiated $10,000.00 payment to its broker due to a breached listing agreement. However, the cause, necessity, and reasonableness of this payment, as well as mitigation, are factual issues for a jury.

B. The "Unlicensed Contracting" count raises fact issues and does not entitle Plaintiff to summary judgment on disgorgement/treble remedies as a matter of law.

After Mr. Garcia was licensed, Plaintiff continued issuing directions and instructions and continued making payments to Mr. Garcia to perform and complete the Roofing Project. Whether Plaintiff's continued payments and instructions, issued after Mr. Garcia was licensed, affect Plaintiff's remedies or relief, including any potential offsets, remains a disputed factual matter which a jury should answer. The extent of performance and appropriate offset against any recovery are classic jury determinations.

C. Civil theft requires proof of criminal intent and cannot be resolved on this record; disputed intent and pre-suit issues bar summary judgment.

Mr. Garcia testified he did not intend to defraud anyone, pursued his license, completed the roof, and later amended the lien to reflect only out-of-pocket costs. This testimony permits a reasonable jury to reject the requisite felonious intent. Summary adjudication on intent is improper.

Whether Defendants had a good faith claim to the funds, after substantially completing the Property's roof in what they contend was a reasonable time after the estimated completion date and after licensure, are factual determinations inappropriate for this Court's summary judgment.

D. Fraudulent lien and lien foreclosure issues are fact driven; Plaintiff is not entitled to summary judgment.

Garcia Roofing recorded a $35,000.00 Claim of Lien, then amended it to $10,000.00 reflecting only company out-of-pocket costs. Whether the lien overstated sums in bad faith versus asserting a good-faith balance later corrected by amendment is a

fact question. Defendants' good-faith amendment and testimony on costs bar summary judgment.

Counter-Plaintiff counterclaimed to foreclose the amended lien of $10,000.00. Plaintiff disputes enforceability based on permitting and licensure issues. Importantly, the extent of completed improvements and offsets remain disputed. Competing narratives on completion, defect scope, and equitable setoffs should be tried, not decided summarily by this Court.

E. Plaintiff's causation theory regarding market timing and insurance denial is not amenable to summary judgment.

Plaintiff's insurer denied coverage on December 4, 2020, asserting preexisting roof age and deductible issues; Plaintiff later sued and settled for $100,000.00 in 2024, paying none of it to Defendants. Whether insurance developments and market timing, rather than any alleged deceptive act, caused Plaintiff's claimed losses is disputed and requires credibility determinations.

F. Additional record conflicts preclude summary judgment.

Many of the claims asserted by Plaintiff against Defendants require Plaintiff to prove Defendants' fraudulent or criminal intent. However, many of the conversations Mr. Garcia testified he had with Plaintiff's principal, Mr. Stallworth, and with Mr. Juan Delgado, undermine a finding of fraudulent or criminal intent. According to Mr. Garcia's testimony, this was not a fraudulent or criminal scheme, but instead a good faith mistake about paperwork; he firmly expected Mr. Delgado was serving as his company's qualifying agent, and he took actions in furtherance of this expectation. Whether this was

a mistake, and whether this mistake was reasonable under the circumstances, are fact questions which require a jury to weigh the witnesses' credibility, which the Court cannot do at the summary judgment stage.

Further, when Mr. Stallworth terminated Mr. Garcia and his company from the Roofing Project, the Parties do not necessarily agree on the new roof's condition. The new metal roof's condition could very well impact whether and to what extent Plaintiff is awarded damages from Defendants.

Each of these conflicts presents a triable issue, precluding summary judgment.

VI. CONCLUSION

Plaintiff has not carried its burden to eliminate genuine disputes of material fact. This Court should deny the Motion in its entirety.

HAYWOOD LEGAL GROUP P.A.

/s/ Lucas L. Haywood
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Attorney for Garcia Roofing LLC and Diego Garcia

IN THE CIRCUIT COURT OF THE TWENTY-FIRST JUDICIAL CIRCUIT
IN AND FOR PLAYA COUNTY, FLORIDA

RESIDENTIAL REDEVELOPMENT SOLUTIONS, LLC, a Florida Limited Liability company,

Plaintiff,

v. Case No. 22-CA-1744

GARCIA ROOFING, LLC, a Florida limited liability company, and DIEGO GARCIA, individually,

Defendants.
_____/

ORDER ASSIGNING NEW JUDGE

IT IS HEREBY ORDERED AND ADJUDGED that this case is reassigned, effective immediately, to the Honorable Judge Catherine Harrington, Circuit Court Judge, Twenty-First Judicial Circuit, Playa County, Florida, for all further proceedings.

DONE AND ORDERED in Chambers at Playa County, Florida, this 15th day of October, 2024**.**

/s/ Donald E. Stewart
Hon. Donald E. Stewart
Circuit Court Judge

Copies furnished to:
Counsel for Plaintiff
Counsel for Defendants

IN THE CIRCUIT COURT OF THE TWENTY-FIRST JUDICIAL CIRCUIT
IN AND FOR PLAYA COUNTY, FLORIDA

RESIDENTIAL REDEVELOPMENT SOLUTIONS, LLC, a Florida Limited Liability company,

Plaintiff,

v. Case No. 22-CA-1744

GARCIA ROOFING, LLC, a Florida limited liability company, and DIEGO GARCIA, individually,

Defendants.
_____/

CASE MANAGEMENT CONFERENCE ORDER

All parties to this action are hereby ORDERED to attend a Case Management Conference before the Court on December 17, 2024, at 9:00 a.m. All counsel of record are required to appear. Counsel shall confer prior to the Case Management Conference and be prepared to address the status of the case, outstanding discovery, pending motions, and trial readiness.

DONE AND ORDERED in Chambers at Playa County, Florida, this 17th day of October, 2024**.**

/s/ Catherine Harrington
Hon. Catherine Harrington
Circuit Court Judge

Copies furnished to:
Counsel for Plaintiff
Counsel for Defendants

IN THE CIRCUIT COURT OF THE TWENTY-FIRST JUDICIAL CIRCUIT
IN AND FOR PLAYA COUNTY, FLORIDA

RESIDENTIAL REDEVELOPMENT SOLUTIONS, LLC, a Florida Limited Liability company,

Plaintiff,

v. Case No. 22-CA-1744

GARCIA ROOFING, LLC, a Florida limited liability company, and DIEGO GARCIA, individually,

Defendants.
_____/

ORDER ON CASE MANAGEMENT CONFERENCE

THIS CAUSE came to be heard before this Honorable Court at a duly scheduled Case Management Conference held at 9:00 a.m. on December 17, 2024, with all counsel of record present. The Court, having reviewed the record, and having heard from all counsel, hereby ORDERS the following:

1. The Court will hear Plaintiff's Motion for Final Summary Judgment on February 12, 2025 at 9:00 a.m. The hearing is scheduled for one hour.
2. The Parties are hereby ordered to attend and complete a second mediation on or before January 31, 2025.

DONE AND ORDERED in Chambers at Playa County, Florida, this 17th day of October, 2024**.**

/s/ Catherine Harrington
Hon. Catherine Harrington
Circuit Court Judge

Copies furnished to:

Counsel for Plaintiff
Counsel for Defendants

IN THE CIRCUIT COURT OF THE TWENTY-FIRST JUDICIAL CIRCUIT
IN AND FOR PLAYA COUNTY, FLORIDA

RESIDENTIAL REDEVELOPMENT SOLUTIONS, LLC, a Florida limited liability company,

Plaintiff,

v. Case No. 22-CA-1744

GARCIA ROOFING, LLC, a Florida limited liability company, and DIEGO GARCIA, individually,

Defendants.
_____/

MEDIATION IMPASSE REPORT

Pursuant to Florida Rule of Civil Procedure 1.730 and Section 44.102, Florida Statutes, the undersigned certified mediator reports as follows:

1. Mediation in the above-styled cause was conducted on January 30, 2025.

2. The following persons appeared at mediation:

   a. For Plaintiff, Residential Redevelopment Solutions, LLC**:** Justin Stallworth, Principal, and counsel of record.
   b. For Defendants, Garcia Roofing, LLC, and Diego Garcia**:** Diego Garcia, individually and as principal of Garcia Roofing, LLC, and counsel of record.

3. After full and complete mediation, the parties were unable to reach an agreement.

4. The mediation ended at impasse.

Respectfully submitted,

Percival W. Herringbone III, Esq.

Percival W. Herringbone, III, Esq.

Florida Supreme Court Certified Circuit Mediator Certification No. 124668

Date: January 30, 2025

IN THE CIRCUIT COURT OF THE TWENTY-FIRST JUDICIAL CIRCUIT
IN AND FOR PLAYA COUNTY, FLORIDA

RESIDENTIAL REDEVELOPMENT SOLUTIONS, LLC, a Florida Limited Liability company,

Plaintiff,

v. Case No. 22-CA-1744

GARCIA ROOFING, LLC, a Florida limited liability company, and DIEGO GARCIA, individually,

Defendants.
_____/

CASE MANAGEMENT PLAN AND ORDER

The Court hereby enters the following Case Management Plan and Order for this action:

Case Track Assignment

_____ **Expedited Track (Case resolved within 12 months of filing);**

__X__ **Standard Track (Case is resolved within 18 months of filing):**

_____ **Complex Track (Case resolved within 2 years of filing):**

Case Deadlines and Events

DEADLINE OR EVENT	*AGREED DATE*
Statement of Facts and/or Counterclaim(s) Plaintiff(s): Defendant(s):	 **08/16/24** **08/30/24**
Identification of facts the parties believe to be disputed	**10/31/24**
Identification of the issues of law to be decided by the Court	**10/31/24**
Motions to Add Parties or to Amend Pleadings	**12/27/24**
Disclosure of Fact Witnesses	

Plaintiff(s):	**02/14/25**
Defendant(s):	**02/28/25**

DEADLINE OR EVENT	*AGREED DATE*
Disclosure of Expert Witnesses Plaintiff(s): Defendant(s):	 **02/14/25** **02/28/25**
Filing of Exhibit List Plaintiff(s): Defendant(s):	 **04/11/25** **04/28/25**
Discovery Deadline for Fact Witnesses (All discovery must be commenced in time to be completed before this date) Plaintiff(s): Defendant(s):	 **02/14/25** **02/28/25**
Expert Opinion Available to Opposing Party Plaintiff(s): Defendant(s):	 **02/14/25** **02/28/25**
Discovery Deadline for Expert Witnesses Plaintiff(s): Defendant(s):	 **03/14/25** **03/28/25**
Completion of Alternative Dispute Resolution (ADR) (Mediation is mandatory unless the parties agree to another form of ADR.) Deadline: Type of ADR:	 **01/31/25** **Mediation**
Deadline for Filing Dispositive Motions	**04/28/25**
Pretrial Management Conference Date	An Order will be issued by the Court scheduling the Pretrial Conference. **05/15/25**
Other Deadlines or Events: Docket Sounding	**06/20/25**

Trial Information

Estimated Date the Case Will Be Prepared To Go To Trial	**07/02/25-07/20/25**
Estimated Length of Trial:	**2 days**
Identification of Jury or Non-Jury Trial	**Jury**

The above-referenced schedule of deadlines must be strictly adhered to by the parties unless a change is otherwise agreed to by the parties **and** approved by the Court. Procrastination in completing discovery or the unavailability of counsel will not constitute sufficient cause for a change to these deadlines. The failure to abide by these deadlines may result in sanctions by the Court, including but not limited to, the award of attorney's fees, the striking of pleadings, and/or a dismissal of the action.

IT IS HEREBY ORDERED AND ADJUDGED THAT ALL PARTIES SHALL ABIDE BY THE DEADLINES SET FORTH WITHIN THIS CASE MANAGEMENT PLAN, WITHOUT EXCEPTION.

DONE AND ORDERED in Chambers at Playa County, Florida, this 3rd day of February, 2025.

/s/ Catherine Harrington
Hon. Catherine Harrington
Circuit Court Judge

Copies furnished to:
Counsel for Plaintiff
Counsel for Defendants

IN THE CIRCUIT COURT OF THE TWENTY-FIRST JUDICIAL CIRCUIT
IN AND FOR PLAYA COUNTY, FLORIDA

RESIDENTIAL REDEVELOPMENT SOLUTIONS, LLC, a Florida limited liability company,

Plaintiff,

v. Case No. 22-CA-1744

GARCIA ROOFING, LLC, a Florida limited liability company, and DIEGO GARCIA, individually,

Defendants.
_____/

DEFENDANTS' MOTION FOR LEAVE TO AMEND ANSWER AND AFFIRMATIVE DEFENSES AND COUNTER-PLAINTIFF'S MOTION FOR LEAVE TO AMEND COUNTER-CLAIMS

Pursuant to and in accordance with Rule 1.190 of the Florida Rules of Civil Procedure, Defendant, GARCIA ROOFING, LLC, and Defendant/Counter-Plaintiff, DIEGO GARCIA (collectively "Defendants"), hereby respectfully move this Honorable Court for leave to file the attached Amended Answer, Affirmative Defenses, and Counterclaims, and in support thereof, Defendants state the following:

I. Introduction

This action arises from a dispute regarding a arrangement between Plaintiff, and Defendant, Garcia Roofing, LLC, for the replacement of a roof on Plaintiff's property in Playa County, Florida. The original contract was executed on December 16, 2019. However, at the time of execution, Diego Garcia was not a licensed roofing contractor. Juan Delgado was serving as Garcia Roofing's primary qualifying agent according to his verbal agreement with Mr. Garcia to do so, but according to the paperwork, he was not officially serving in that role at the time. and Juan Delgado was not officially serving as Garcia Roofing's primary qualifying agent.

Importantly, Diego Garcia became a licensed roofing contractor before the roofing work was completed. After Diego Garcia became a licensed roofing contractor, Plaintiff and Garcia Roofing entered a new, oral contract for the roofing project. This new oral contract had new and additional terms different from the December 16, 2019 Agreement the parties had previously tried to enter when Mr. Garcia was unlicensed.

After Plaintiff and Garcia Roofing entered into this new verbal agreement, Garcia Roofing performed substantial work which directly benefited the Plaintiff. For example, once they entered into this new verbal agreement, Garcia Roofing installed the Property's new metal roof. Garcia Roofing had not even started installing the new metal roof when Mr. Garcia was not licensed. Plaintiff was aware of the work performed and directly received the benefits.

On September 8, 2023, Defendants previously filed their Answer, Affirmative Defenses, and Counterclaims, including Garcia Roofing's counter-claim to foreclose on an amended claim of lien. Counter-Plaintiff, Garcia Roofing, LLC, respectfully seeks leave of court to amend its counterclaims to include the following counter-claims against Plaintiff: (1) breach of verbal contract; (2) quantum meruit; and (3) unjust enrichment. Defendants also respectfully seek leave to amend their affirmative defenses to include Plaintiff's failure to join indispensable parties, because Plaintiff failed to add Juan Delgado as a co-defendant because he is a co-conspirator.

II. Legal Standard

"Leave of court shall be given freely when justice so requires." Fla. R. Civ. P. 1.190(a). Public policy favors the liberal amendment of pleadings so that cases may be decided on their merits. *EAC USA, Inc. v. Kawa*, 805 So. 2d 1, 5 (Fla. 2d DCA 2001); s*ee also, Dausman v. Hillsborough Area Regional Transit*, 898 So. 2d 213, 215 (Fla. 2d DCA 2005) (discretion should be exercised in context of policy of liberal amendment); *Carter v. Ferrell*, 666 So. 2d 556, 557

(Fla. 2d DCA 1995) ("The public policy of Florida is to freely allow amendment of pleadings."); *Colandrea v. King*, 661 So. 2d 1250, 1251 (Fla. 2d DCA 1995) ("It is the public policy of Florida to freely allow amendments to pleadings so cases may be resolved on their merits."); *Craig v. East Pasco Med. Ctr., Inc*., 650 So. 2d 179, 180 (Fla. 2d DCA 1995) ("the public policy of this state to freely allow amendments so that cases may be resolved on their merits.").

"[R]efusal to permit an amendment constitutes an abuse of discretion unless (1) the privilege to amend has been abused, (2) the amendment would be futile, or (3) the amendment would prejudice the opposing party." *Southern Developers & Earthmoving, Inc. v. Caterpillar Fin. Servs. Corp.*, 56 So. 3d 56, 62-63 (Fla. 2d DCA 2011); *see also, Santos v. Flores*, 116 So. 3d 518, 520 (Fla. 3d DCA 2013) ("A trial court abuses its discretion when it denies a motion for leave to amend, absent abuse of the privilege to amend, futility of amendment, or prejudice to the non-movant); *Moore v. Liberty Mut. Ins. Co.*, 988 So. 2d 1285, 1287 (Fla. 2d DCA 2008) ("A court should grant a party leave to amend the complaint 'unless the privilege of amendment has been abused or it is clear that the complaint cannot be amended to state a cause of action.'") (quotation omitted); *Trotter v. Ford Motor Credit Corp.*, 868 So. 2d 593, 595 (Fla. 2d DCA 2004) ("A court should not dismiss a complaint without leave to amend unless the privilege of amendment has been abused or it is clear that the complaint cannot be amended to state a cause of action."). "Any doubt as to whether a motion for leave should be granted should be resolved in favor of the amendment." *Santos*, 116 So. 3d at 520.

III. Argument

The proposed amendments arise from the same set of facts and occurrences as the original pleadings and are intended to ensure that all claims and defenses are properly before the Court. The amendments are sought in good faith and are not for the purpose of delay. The amendments

will not unduly prejudice Plaintiff, as the underlying facts have been known to both parties throughout the litigation, and discovery has addressed these issues. Allowing amendment will serve the interests of justice and judicial economy by permitting the parties to fully litigate all issues arising from the transaction at issue.

WHEREFORE, Defendants respectfully request that this Court grant leave to file the attached Amended Answer, Affirmative Defenses, and Counterclaims, and for such other and further relief as the Court deems just and appropriate under the circumstances.

HAYWOOD LEGAL GROUP P.A.

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IN THE CIRCUIT COURT OF THE TWENTY-FIRST JUDICIAL CIRCUIT
IN AND FOR PLAYA COUNTY, FLORIDA
CIVIL DIVISION

RESIDENTIAL REDEVELOPMENT SOLUTIONS, LLC,
A Florida Limited Liability Company,

Plaintiff, CASE NO. 22-CA-1744

v.

GARCIA ROOFING, LLC,
A Florida Limited Liability Company; AND
DIEGO GARCIA, an individual,

Defendants.
_____ /

DEFENDANTS' FIRST AMENDED ANSWER, AFFIRMATIVE DEFENSES, AND COUNTERCLAIMS TO PLAINTIFF'S FIRST AMENDED COMPLAINT

Defendants, GARCIA ROOFING, LLC ("Garcia Roofing"), and DIEGO GARCIA ("Mr. Garcia") (collectively "Defendants") files their First Amended Answer and Affirmative Defenses to Plaintiff's First Amended Complaint filed in this action on April 11, 2023 ("the First Amended Complaint"), and in furtherance thereof, Defendants state the following:

PARTIES, JURISDICTION, AND VENUE

1. Admitted.
2. Admitted.
3. Admitted.
4. Admitted for jurisdictional purposes only, otherwise without knowledge and therefore denied.
5. Admitted for venue purposes only, otherwise without knowledge and therefore denied.

GENERAL ALLEGATIONS

6. Admitted.

7. Admitted.

8. Admitted.

9. Admitted.

10. Admitted.

11. Admitted.

12. Admitted.

13. Admitted.

14. Admitted.

15. Admitted.

16. Admitted.

17. Admitted.

18. Denied.

19. Denied.

20. Admitted.

21. Admitted.

22. Denied.

23. Admitted.

24. Admitted.

25. Admitted.

26. Without knowledge, therefore denied.

27. Denied.

28. Admitted.

29. Denied.

30. Denied.

31. Admitted.

32. Admitted.

33. Without knowledge, therefore denied.

34. Admitted.

35. Without knowledge, therefore denied.

36. Admitted.

37. Admitted.

38. Admitted.

39. Admitted.

40. Admitted.

41. Admitted.

42. Admitted.

43. Admitted.

44. Admitted.

45. Admitted.

46. Denied.

47. Admitted.

48. Admitted.

49. Admitted.

50. Admitted.

51. Admitted.

52. Admitted.

53. Admitted.

54. Admitted.

55. Without knowledge, therefore denied.

56. Without knowledge, therefore denied.

57. Without knowledge, therefore denied.

58. Admitted.

59. Without knowledge, therefore denied.

60. Without knowledge, therefore denied.

61. Denied.

Count I – Fraudulent Lien (Against both Defendants)

62. Defendants re-allege their responses to paragraphs 1-61 as if fully set forth herein.

63. Admitted.

64. Denied.

65. Admitted.

66. Admitted.

67. Denied.

68. Denied.

Count II – Violations of Florida's Deceptive and Unfair Trade Practices Act ("FDUTPA")

(Against both Defendants)

69. Defendants re-allege their responses to paragraphs 1-61 as if fully set forth herein.

70. Denied.

71. Denied.

72. Denied.

73. Denied.

74. Denied.

75. Denied.

76. Without knowledge, therefore denied.

Count III – Unlicensed Contracting (Against both Defendants)

77. Defendants re-allege their responses to paragraphs 1-61 as if fully set forth herein.

78. Admitted.

79. Admitted.

80. Admitted.

81. Admitted that according to its paperwork, Defendant Garcia did not have officially have a qualifying agent at the time. Otherwise denied.

82. Denied.

Count IV – Civil Theft (Against both Defendants)

83. Defendants re-allege their responses to paragraphs 1-61 as if fully set forth herein.

84. Admitted.

85. Denied.

86. Admitted.

87. Denied.

88. Admitted.

89. Admitted.

90. Admitted.

Count V – Civil Conspiracy (Against both Defendants)

91. Residential Redevelopment re-alleges paragraphs 1-61 as if fully set forth herein.

92. Admitted.

93. Denied.

94. Admitted.

95. Admitted.

96. Admitted.

97. Admitted.

98. Admitted.

99. Denied.

100. Denied.

101. Denied.

102. Denied.

Affirmative Defenses

1. Off-set and Recoupment. Once Defendant Diego Garcia became licensed, Garcia Roofing and Plaintiff entered into a new verbal agreement, which Garcia Roofing completed and which Plaintiff materially breached when he terminated Garcia Roofing from the Roofing Project. Once licensed, Diego Garcia and Garcia Roofing completely installed a new metal roof at the Property, with only minor defects which were remediated by the subsequent contractor. Any damages owed to Plaintiff must be discounted and offset by the damages Plaintiff owes Garcia Roofing as a result of failing to pay for this new verbal contract and for the installation of the new metal roof on the Property.

2. Good Faith. Defendants acted in good faith in performance and billing, including recording a lien aligned with the contract balance and later amending it to reflect only out-of-pocket sums, defeating any claim of fraudulent or criminal intent.

3. Impossibility/Frustration. Project timing and permitting progress were impacted by the COVID-19 pandemic, including cancellation of Mr. Diego Garcia's March 2020 roofing exam, which delayed licensure and associated administrative actions.

4. Lack of Reliance/Causation. Plaintiff's alleged damages were caused by insurance coverage issues and market timing unrelated to any purported misrepresentation.

5. Failure to join an indispensable party. Plaintiff failed to include Mr. Juan Delgado as a co-defendant in its civil conspiracy count against Defendants, even though Plaintiff alleged he was a co-conspirator. As a co-conspirator, Mr. Delgado is an indispensable party.

Defendants reserve the right to assert additional defenses as discovery warrants.

COUNTER-CLAIMS

Counter-Plaintiff, GARCIA ROOFING, LLC ("Garcia Roofing") sues Counter-Defendant, RESIDENTIAL REDEVELOPMENT SOLUTIONS, LLC ("Counter-Defendant" or "Plaintiff" or "Residential Redevelopment"), and in furtherance thereof, Garcia Roofing alleges the following:

PARTIES, JURISDICTION, AND VENUE

1. Residential Redevelopment is a Florida Limited Liability Company that purchases, rehabilitates, and sells residential real property in Florida.

2. Defendant Garcia Roofing is a Florida Limited Liability Company.

3. Defendant Garcia is an individual who, at all relevant times, owned and operated Garcia Roofing, LLC.

4. This Court has subject-matter jurisdiction because the amount in controversy exceeds $30,000.00, exclusive of interest, costs, and attorney's fees.

5. Venue is proper in Playa County, Florida, because the property at issue is in Playa County, and the causes of action accrued in Playa County.

GENERAL ALLEGATIONS

6. In 2019, Residential Redevelopment was a Florida Limited Liability Company specializing in flipping and selling residential real estate throughout the State of Florida.

7. There exists a parcel of residential real property located in Playa County, Florida, at 6400 Pine Grove Road, Playa Bay, Florida 33141, more specifically described as the following:

   Lot 10, Block A, Revised Plat of a Poriton of Playa Estates, according to the plat thereof recorded in Plat Book 8, Page 134, Public Records of Playa County, Florida.
   Parcel Identification Number 34-44-24-P1-0051G.0020 ("the Property").

8. On July 2, 2019, Residential Redevelopment purchased the Property.

9. On October 18, 2019, Hurricane Bruno, a Category 3 Hurricane, struck Playa County, causing catastrophic damage in Playa County.

10. Hurricane Bruno damaged the Property's asphalt roof.

11. As a result of Hurricane Bruno, the Property's asphalt roof had to be replaced.

12. On September 18, 2020 Mr. Garcia took the Florida roofing exam.

13. Mr. Garcia passed the roofing exam.

14. On November 16, 2020, the State of Florida issued Mr. Garcia his roofing license.

15. Residential Redevelopment's principal, Justin Stallworth, wanted Garcia Roofing to install a new metal roof on the Property.

16. Garcia Roofing had not begun installing this new metal roof before Mr. Garcia became licensed.

17. On December 9, 2020, Mr. Garcia asked Mr. Stallworth for $10,000.00 for roofing materials so Garcia Roofing could begin the Property's new metal roof.

18. On December 18, 2020, Plaintiff paid Mr. Garcia $10,000.00 as requested.

19. Mr. Garcia deposited the check into Garcia Roofing's new business account.

20. On January 11, 2021, Mr. Garcia texted Mr. Stallworth and asked Residential Redevelopment for an additional $10,000.00 for the Project.

21. Mr. Stallworth refused and told Mr. Garcia that $35,000.00 would be paid once Garcia Roofing finished the Property's roof.

22. Mr. Garcia told Mr. Stallworth that this was not what they had agreed to.

23. Mr. Stallworth texted back:

> "I don't care what we previously agreed to. We also didn't agree you could pick and choose when you wanted to work and when you didn't. This roof should have been done by now – it is WAY OVERDUE which is YOUR FAULT ALONE. Your foot dragging and empty excuses are not ok with me. You're way behind schedule, which is not ok for me and my business. The market is heating up, we should have flipped this house by now, and you are the only one standing in our way, preventing us from selling it. If you don't finish the roof ASAP, I will fire you, which will be the least of your worries if we can't flip this house in the next 30 days. Stop asking me for more money and finish the roof ASAP."

24. Concerned about his reputation being damaged, Mr. Garcia decided to complete the Property's new metal roof, and then worry about the remaining $35,000.00 later.

25. On January 29, 2021, Garcia Roofing completed the Property's new metal roof.

26. After Garcia Roofing completed the Property's new metal roof, Residential Redevelopment fired Garcia Roofing.

27. After Residential Redevelopment fired Garcia Roofing, Residential Redevelopment refused to pay Garcia Roofing anything more towards the Property's new metal roof.

28. On March 12, 2021, Garcia Roofing recorded a Claim of Lien in the Public Records of Playa County, Florida, against the Property for $35,000.00.

29. On April 20, 2023, Garcia Roofing filed an Amended Claim of Lien in the Public Records of Playa County, Florida, against the Property for $10,000.00.

30. Since then, Residential Redevelopment has not made any payments towards this $10,000.00 Amended Claim of Lien.

Count I – Lien Foreclosure (Amended Claim of Lien)

31. Garcia Roofing re-alleges paragraphs 1 through 30 as if fully set forth herein.

32. This is an action to enforce and foreclose on a Mechanic's Lien pursuant to Florida Statutes, Chapters 713 and 85.

33. At all times material herein, Residential Redevelopment was and is the owner of the following described real property:

    Lot 10, Block A, Revised Plat of a Portion of Playa Estates, according to the plat thereof recorded in Plat Book 8, Page 134, Public Records of Playa County, Florida.

    Parcel Identification Number 34-44-24-P1-0051G.0020 ("the Property").

34. On or after November 16, 2020, Residential Redevelopment and Garcia Roofing entered into a verbal agreement whereby Garcia Roofing agreed to provide labor, services, and/or materials to construct a new metal roof on the Property, and for which Residential Redevelopment agreed to pay for same.

35. Garcia Roofing timely commenced its duties under said agreement.

36. Garcia Roofing's last day of work was on January 29, 2021, when Garcia Roofing successfully completed installing the Property's new metal roof.

37. Garcia Roofing remains unpaid at least $10,000.00 under said agreement.

38. Residential Redevelopment has breached its duties by failing to pay Garcia Roofing any of the $10,000.00 owed.

39. Garcia Roofing has caused to record its Amended Claim of Lien on April 20, 2023, in the Public Records of Playa County, Florida, for the sum of $10,000.00.

40. Garcia Roofing caused a copy of the Amended Claim of Lien to be delivered to Residential Redevelopment by United States Certified Mail.

41. Garcia Roofing has timely filed this action within one year of the recording of the original Claim of Lien and has complied with all other conditions precedent and all statutory pre-requisites under Florida Statutes Chapter 713.

42. Garcia Roofing has been required to retain the undersigned attorney to maintain this action and has agreed to pay said law firm its fees for its services.

WHEREFORE, Garcia Roofing respectfully requests that this Honorable Court:

A. Recognize Garcia Roofing's amended lien claim in the amount found to be due, plus interest, costs, and attorney's fees;

B. Order the Property to be sold to pay the Amended Claim of Lien;

C. Render a personal money judgment against Residential Redevelopment if the Amended Claim of Lien is not satisfied in full at the Court ordered sale; and

D. Grant such other and further relief as this Court deems just and appropriate under the circumstances.

Count II – Breach of Verbal Contract

43. Garcia Roofing re-alleges paragraphs 1 through 30 as if fully set forth herein.

44. After Mr. Garcia became licensed, Garcia Roofing and Plaintiff entered into a verbal agreement whereby Garcia Roofing agreed to install a new metal roof on the Property in exchange for $45,000.00.

45. The parties' agreement is a binding and legally enforceable verbal contract.

46. In furtherance of this verbal contract, on December 18, 2020, Plaintiff paid Garcia Roofing $10,000.00 towards the $45,000.00 balance, leaving only $35,000.00 remaining.

47. In furtherance of this verbal contract, Garcia Roofing successfully installed a new metal roof on the Property.

48. Garcia Roofing substantially complied with is obligations under the parties' verbal agreement by installing the new metal roof on the Property.

49. The Permit issued for the roofing project expired.

50. As a result of the expired Permit, the Playa County Building Department issued a Stop Work Order.

51. On or around February 17, 2021, Plaintiff fired Garcia Roofing, without any advanced notice.

52. Before firing Garcia Roofing, Plaintiff did not give Garcia Roofing any opportunity to address the stop work order or to renew the Permit.

53. Upon information and belief, had Plaintiff given Garcia Roofing an opportunity to address the stop work order and to renew the Permit, Garcia Roofing likely could have renewed the Permit and had the stop work order lifted within a reasonable time.

54. Plaintiff materially breached the parties' verbal agreement when it fired Garcia Roofing from the Roofing Project, without any advanced notice, and without providing Garcia Roofing with a reasonable opportunity to address the stop work order or to renew the expired Permit.

55. As a direct and proximate cause of Plaintiff's material breach of the parties' verbal agreement, Garcia Roofing has suffered actual damages and lost profits.

WHEREFORE, Garcia Roofing respectfully requests that this Honorable Court:

A. Award Garcia Roofing his damages, including compensatory damages and lost profits;

B. Award Garcia Roofing his court costs;

C. Award Garcia Roofing his prejudgment and post judgment interest; and

D. Grant such other and further relief as this Court deems just and appropriate under the circumstances.

Count III – Quantum Meruit

(In the alternative to Count II)

56. Garcia Roofing re-alleges paragraphs 1 through 30 as if fully set forth herein.

57. Garcia Roofing provided a benefit to Plaintiff by installing a new metal roof on the Property which Plaintiff owned.

58. Plaintiff wanted to and expected to receive this benefit from Garcia Roofing after Mr. Garcia became licensed, but before Garcia Roofing began installing the new metal roof.

59. In the ordinary course of common events, a reasonable person receiving the benefit of a new metal roof on a piece of their real property would expect they would have to pay for it.

60. Plaintiff has refused to pay Garcia Roofing for the new metal roof.

WHEREFORE, Garcia Roofing respectfully requests that this Honorable Court:

A. Award Garcia Roofing the reasonable fair market value of its services;

B. Award Garcia Roofing his court costs;

C. Award Garcia Roofing his prejudgment and post judgment interest; and

D. Grant such other and further relief as this Court deems just and appropriate under the circumstances.

Count IV – Unjust Enrichment

(In the alternative to Counts II and III)

61. Garcia Roofing re-alleges paragraphs 1 through 30 as if fully set forth herein.

62. Garcia Roofing conferred a benefit upon Plaintiff by installing a new metal roof on its Property.

63. Plaintiff had knowledge of the benefit after Mr. Garcia became licensed and became Garcia Roofing's qualifying agent.

64. Plaintiff accepted and retained the benefit of the new metal roof.

65. Plaintiff has not uninstalled the new metal roof and did not hire the subsequent contractor to uninstall the new metal roof.

66. Under the circumstances, it would be inequitable for Plaintiff to retain the benefit of the new metal roof which Garcia Roofing installed without paying Garcia Roofing the fair market value for its services.

WHEREFORE, Garcia Roofing respectfully requests that this Honorable Court:

A. Award Garcia Roofing the reasonable fair market value of its services;

B. Award Garcia Roofing his court costs;

C. Award Garcia Roofing his prejudgment and post judgment interest; and

D. Grant such other and further relief as this Court deems just and appropriate under the circumstances.

Demand for Jury Trial

Garcia Roofing demands a trial by jury on all issues so triable.

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IN THE CIRCUIT COURT OF THE TWENTY-FIRST JUDICIAL CIRCUIT

IN AND FOR PLAYA COUNTY, FLORIDA

CASE NO.: 22-CA-1744

RESIDENTIAL REDEVELOPMENT SOLUTIONS, LLC,

Plaintiff,

v.

GARCIA ROOFING, LLC, and DIEGO GARCIA,

Defendants.

_____/

TRANSCRIPT OF PROCEEDINGS

FEBRUARY 12, 2025 – 9:00 A.M.

BEFORE THE HONORABLE CATHERINE HARRINGTON

APPEARANCES:

SARAH L. BENNETT, ESQ. – for Plaintiff

MICHAEL J. TORRES, ESQ. – for Defendants

PROCEEDINGS:

(Proceedings commenced at 9:00 a.m.)

THE COURT: Good morning. We are here on Plaintiff's Motion for Final Summary Judgment. Counsel, please announce yourselves for the record.

MS. BENNETT: Good morning, Your Honor. Sarah Bennett for the Plaintiff.

MR. TORRES: Good morning, Your Honor. Mike Torres for the Defendants.

THE COURT: Whenever you are ready to proceed, counselor.

MR. TORRES: Your honor, before opposing counsel begins with their Motion for Summary Judgment, I would just like to note for the

record that we recently filed a Motion for Leave to Amend the Pleadings.

THE COURT: When?

MR. TORRES: Two days ago.

THE COURT: Well, it hasn't hit the docket yet. Did you provide my office with a copy?

MR. TORRES: Yesterday afternoon, your honor.

THE COURT: Why did you wait until then?

MR. TORRES: Your honor, my apologies. It's just the earliest we could get it out the door once it was filed.

THE COURT: Ms. Torres, any objection to hearing the Motion for Leave today?

MS. BENNET: Yes, your honor we do. As counsel stated, this was filed only 2 days ago. This hearing has been scheduled for months, as set forth by this Court's Order on Case Management Conference.

THE COURT: When did I enter that order?

MS. BENNET: Uh, let me check. Um, it says it was ordered on December 17, 2024.

THE COURT: Mr. Torres, I entered the order setting this for a hearing on December 17, 2024, and then you waited until two days before to file your Motion for Leave to Amend. Why is that not unfairly prejudicial?

MR. TORRES: Your honor, leave should still be liberally and freely given. That's always been the policy in Florida. It's not about whether it's prejudicial. It's about whether it's unfairly, substantively prejudicial. We understand this might cause some inconvenience to Plaintiff, but it's more important for the Court to consider the merits of the case in its entirety.

THE COURT: Well, is it your argument that if I were to grant your Motion, I would have to reschedule the Plaintiff's Motion for Summary Judgment?

MS. BENNET: Your honor –

THE COURT: Hold on, Ms. Bennett.

MR. TORRES: Yes, your honor, it's likely that if you were to grant our Motion, we would have to reschedule the Motion, or even the Plaintiff may want to amend or rewrite their Motion based upon the new counterclaims and affirmative defense.

THE COURT: Ms. Bennett, your response?

MS. BENNETT: Your Honor, the Case Management Plan said any amended pleadings had to be filed by December 27, 2024 and, uh, Defendants missed that deadline. Second, the eve-of-hearing amendment is prejudicial, as I just discussed a minute ago. They also failed to confer under Rule 1.202. Fourth, the amendment is futile. Their new "verbal agreement" theory is squarely contradicted by the record that the work and payments trace to the December 16, 2019 arrangement, which is invalid because Mr. Garcia was unlicensed at the time. Their legal and equitable claims are barred by the unlicensed contracting framework at inception. Further, their new failure to join indispensable parties' affirmative defense is also futile because co-conspirators are not indispensable parties. This Court has already ruled on this once when it granted our client's Motion to Dismiss. For these reasons, we would ask you to deny their Motion for Leave to Amend.

THE COURT: Any response, Mr. Torres?

MR. TORRES: Yes, your honor. Your Honor, the Case Management Plan set a pleading amendment deadline of December 27, 2024. However, that deadline passed before the Court even entered the Order on February 3, 2025. Under those circumstances, Defendants did not even know they had to comply because the deadline had already passed when the order was first entered. Even if the deadline had not already passed, when the case management order and Florida's liberality of pleadings policy conflict, the liberality of allowing pleadings to be amended must prevail. Second, the amendment arises from facts already in the record: after Mr. Garcia became licensed, the parties entered into a new verbal agreement under which Garcia Roofing installed the new metal roof, Plaintiff paid at least $10,000.00 and accepted the benefit. Discovery does not have to be re-opened, the case management deadlines do not have to be extended, trial does not have to be continued. The only prejudice Plaintiff might suffer is we might have to reschedule their Motion for Summary Judgment. That prejudice is outweighed by the importance of allowing the parties to amend their pleadings, especially when we have not exploited or taken advantage of the privilege many times before.

Third, while we did not confer with Plaintiff before filing this Motion, we did not have time to, and as you can see, counsel objects to the relief sought anyway. No sanction is appropriate under the circumstances, but if a sanction were required, the Court could not strike my client's pleadings just because we failed to confer. Finally, the Motion for Leave to Amend is not futile because co-conspirators can be indispensable parties, and if the parties enter into a new agreement after the contractor becomes licensed, a new agreement, then that new agreement can be enforceable. That's all the new amendment is all about.

MS. BENNETT: Your honor, may I respond?

THE COURT: No. Mr. Torres, after the Court entered the Case Management Plan two weeks ago, did you file a Motion to extend any of the Case Management Deadlines?

MR. TORRES: We did not, your honor.

THE COURT: The Court is prepared to rule. The Court is denying the Motion. Let's go to the Motion for Summary Judgment.

MR. TORRES: Your honor, if I may ask, what is the basis for the Court's ruling?

THE COURT: For all the reasons set forth by Ms. Bennett. The Court agrees with all her arguments. Ms. Bennett, I will have you draft the order.

MS. BENNETT: Yes, your honor.

THE COURT: Ms. Bennett, your Motion.

MS. BENNETT: Thank you, your honor. Your honor, this Court should grant Residential Redevelopment's Motion for Final Summary Judgment. Under Rule 1.510, summary judgment is appropriate where no genuine dispute of material fact exists. Here, the material facts are undisputed. The roofing project's scope of work required a valid Florida roofing license. When Mr. Garcia signed the December 16, 2019 document, he was not a licensed roofer, and he did not have, uh, he did not have a qualifying agent at the time. Therefore, because he engaged in unlicensed contracting, the contract he entered into with Residential Redevelopment, the December 16, 2019 Document, is null and void. Because it was null and void as a matter of law, Mr. Garcia never had the legal or equitable right to keep, use, or retain any of my client's $30,000.00 in funds. Now let's turn to intent. Because how can we determine intent from the record? Well, Mr. Garcia testified that

he lied to Residential Redevelopment when he told him the project was going well and was on track. According to Mr. Garcia, Mr. Garcia told Mr. Stallworth, Residential Redevelopment's principal, that Mr. Delgado would be serving as Garcia Roofing's qualifying agent, which was untrue and which Mr. Garcia should have known was untrue. Mr. Garcia also put Mr. Delgado's license information on the December 16, 2019 document. This was done in a deliberate attempt to mislead and deceive my client into believing that the company was licensed and certified. However, that license belonged to someone else, someone my client never met and who was not a party to the agreement, Mr. Juan Delgado. Finally, Mr. Garcia and his company accepted payment from Residential Redevelopment under a scheme to engage in unlicensed contracting, which is a crime in Florida, and is a felony during a state of emergency, which there was one at the time. A reasonable jury could only include that, based upon the evidence, the Defendants acted with the requisite criminal and fraudulent intent necessary to hold them accountable for not only FDUTPA, but also for civil theft as well.

THE COURT: Mr. Torres, your response?

MR. TORRES: Yes, your honor. First, intent. While the contract may not have been enforceable at first, Mr. Garcia's attempts to draft an agreement and to perform under that agreement does not evidence the type of criminal or fraudulent intent necessary to establish FDUTPA or civil theft. It shows that they were not acting with criminal or fraudulent intent when they accepted and took the funds from Residential Redevelopment to start the project. Further, law enforcement and the DBPR declined to prosecute. While that's not necessarily dispositive on the issue of intent, that weighs against summary adjudication of criminal or deceptive intent. The Sheriff's Office declined to prosecute Mr. Garcia, stating it was a civil matter, and DBPR declined to proceed as well. At the very least, it becomes a question for the jury to decide, rather than at summary judgment.

Second, there are a series of genuine factual issues preventing summary judgment, which we discuss in our response. For example, what Mr. Garcia told Mr. Stallworth about whether he was licensed is an important credibility issue, which the jury is the only one that can weigh credibility issues.

THE COURT: Ms. Bennett, your response?

MS. BENNETT: Your honor, it doesn't matter. In Earth Trades, Inc. versus T&G Corp., a decision rendered by the Florida Supreme court on January 24, 2013, 108 So.3d 580, the Florida Supreme Court ruled that a party's knowledge that a contractor is unlicensed in insufficient to establish an in pari delicto defense.

MR. TORRES: Your honor, even if that is true, there still remain several factual issues on damages and how Plaintiff is calculating its damages.

THE COURT: Well Mr. Torres, do your clients agree that Residential Redevelopment paid them $30,000.00 for the project?

MR. TORRES: Yes, your honor.

THE COURT: And Mr. Torres, do your clients agree that Residential Redevelopment had to spend $15,000.00 to get the project completed?

MR. TORRES: Well, yes, your honor, my clients do not necessarily agree that any significant funds had to be spent. That's set forth within the deposition of my client.

THE COURT: Well, does your client have any reason to dispute that Residential Redevelopment paid their second contractor $15,000.00 to get the project all wrapped up?

MR. TORRES: We're not sure. We haven't deposed Sunwest yet.

THE COURT: The time for depositions has passed. We're at summary judgment, Mr. Torres.

MS. BENNETT: Your honor, there's been no genuine factual dispute that my client paid $15,000.00. My client has testified to it. They have not provided any counter-evidence which would allow a reasonable jury to believe my client did not pay this money.

MR. TORRES: Your honor, it's still a triable issue –

THE COURT: Mr. Torres, have you provided any evidence to suggest that Residential Redevelopment did not pay $10,000.00 to its realtor after it breached the listing agreement?

MR. TORRES: I can't say for certain, Judge.

THE COURT: What evidence do you have, for certain, that they did not pay the $10,000.00 they testified about?

MR. TORRES: Your honor, I can't say for certain about that right now. All we have to go on right now on that is Mr. Stallworth's self-serving testimony.

THE COURT: Ok. Anything else, Mr. Torres?

MR. TORRES: Just that there are factual issues precluding summary judgment, and credibility issues where a jury will need to weigh in on the credibility of the witnesses, which is why summary judgment is not appropriate at this time.

THE COURT: I am prepared to issue my ruling. I agree with all of Residential Redevelopment's arguments and I am granting Summary Judgment in Plaintiff's favor on all the claims and counterclaims. I find that under the civil theft statute, Plaintiff is entitled to $90,000.00, or treble damages for the $30,000.00 it paid to the unlicensed contractor. Unlicensed contracting is a crime and fraudulent per se as a matter of law. I find that in any case, an unlicensed contractor is committing civil theft and violating FDUTPA when they accept money to engage in unlicensed contracting. The Florida legislature has been crystal clear about punishing unlicensed contracting and I am supposed to act accordingly. However, even if engaging in unlicensed contracting did not result in per se violations of civil theft and FDUTPA, then I also find, alternatively, that under the circumstances Defendants committed civil theft and violated FDUTPA based upon their actions in this specific case. They misrepresented the license number as their own on their contract which they drafted, they lied to Mr. Stallworth when he called looking for a status update, and they conspired with Mr. Delgado to get him to pull the permit for the project even though he had nothing to do with the project. Mr. Garcia also commingled company funds with his own. This should be the textbook definition of criminal and fraudulent intent. I recognize that the DBPR and Sheriff's Office did not prosecute Mr. Garcia, and I find their decisions not to prosecute entirely unpersuasive – another office's decision to investigate or prosecute should have little to no bearing on whether they should be held civilly liable. Under the unlicensed contracting statute, Residential Redevelopment is entitled to treble damages for actual damages. Now, Residential Redevelopment does not get to double dip on the $90,000.00 treble damage award for the civil theft. However, I will also rule that if Plaintiff were not awarded $90,000.00 for the civil theft violation, then I also would have awarded Plaintiff $90,000.00 under the unlicensed contractor statute. However, I find that based upon the evidence, no reasonable jury

could conclude that Residential Redevelopment did not spend $15,000.00 on a second contractor or $10,000.00 on its realtor. These are actual damages under the unlicensed contracting statute, and therefore also entitled to treble damages. $25,000.00 times three is $75,000.00. I grant the Motion, find in favor of the Plaintiff on all of its claims against Defendants, jointly and severally, find in favor of Plaintiff on Garcia Roofing's counterclaim for foreclosure of the lien, I find the lien is fraudulent and declared null and void, and I award Plaintiff $165,000.00 against Defendants, jointly and severally, plus its reasonable attorneys' fees and costs as the prevailing party, plus pre-judgment and post-judgment interest. Ms. Bennett, please prepare the order.

MR. TORRES: Your honor, if I may –

THE COURT: Court is adjourned. Good bye.

(Proceedings concluded at 9:58 a.m.)

IN THE CIRCUIT COURT OF THE TWENTY-FIRST JUDICIAL CIRCUIT
IN AND FOR PLAYA COUNTY, FLORIDA

RESIDENTIAL REDEVELOPMENT SOLUTIONS, LLC, a Florida Limited Liability company,

Plaintiff,

v. Case No. 22-CA-1744

GARCIA ROOFING, LLC, a Florida limited liability company, and DIEGO GARCIA, individually,

Defendants.
_____/

ORDER ON DEFENDANTS' MOTION FOR LEAVE TO AMEND ANSWER AND AFFIRMATIVE DEFENSES AND COUNTER-PLAINTIFF'S MOTION FOR LEAVE TO AMEND COUNTER-CLAIMS

THIS CAUSE came to be heard before this Honorable Court at 9:00 a.m. on February 12, 2025, with all counsel of record present, on Defendants' Motion for Leave to Amend Answer and Affirmative Defenses and Counter-Plaintiff's Motion for Leave to Amend Counter-Claims filed by Defendants on February 10, 2024 ("the Motion"). The Court, having reviewed the record, having heard and considered the arguments of counsel, and being otherwise fully advised, hereby ORDERS AND AJDUDGES the following:

1. According to this Court's Case Management Plana and Order, the deadline to amend pleadings expired on December 27, 2024.
2. Defendants never filed a motion to extend this deadline.
3. Defendants waited until two days before the Court's scheduled hearing on Plaintiff's Motion for Final Summary Judgment to file the Motion.
4. Defendants have failed to demonstrate good cause for the delay.

5. Allowing amendment would prejudice Plaintiff at this stage.
6. The proposed amendment would also be futile. The alleged verbal contract is unenforceable because Garcia Roofing was unlicensed when Garcia Roofing first started the roofing project. Garcia Roofing's equitable claims are also futile because they are barred, as a matter of law, because Garcia Roofing was unlicensed when Garcia Roofing started the roofing project. Defendants' new affirmative defense would also be futile because, as a matter of law, co-conspirators are not indispensable parties.
7. The Motion is DENIED, with prejudice.

DONE AND ORDERED in Chambers at Playa County, Florida, this 14th day of February, 2025.

/s/ Catherine Harrington
Hon. Catherine Harrington
Circuit Court Judge

Copies furnished to:

Counsel for Plaintiff
Counsel for Defendants

IN THE CIRCUIT COURT OF THE TWENTY-FIRST JUDICIAL CIRCUIT
IN AND FOR PLAYA COUNTY, FLORIDA

RESIDENTIAL REDEVELOPMENT SOLUTIONS, LLC, a Florida Limited Liability company,

Plaintiff,

v. Case No. 22-CA-1744

GARCIA ROOFING, LLC, a Florida limited liability company, and DIEGO GARCIA, individually,

Defendants.
_____/

FINAL SUMMARY JUDGMENT

THIS CAUSE came to be heard before this Honorable Court at 9:00 a.m. on February 12, 2025, with all counsel of record present, on Plaintiff's Motion for Final Summary Judgment ("the Motion"). The Court, having reviewed the record, having heard and considered the arguments of counsel, and being otherwise fully advised, hereby ORDERS AND AJDUDGES the following:

1. On December 16, 2019, Garcia Roofing entered into an agreement with Plaintiff to re-roof the Plaintiff's property.
2. The agreement required a Florida roofing license, or a similar license, to perform and complete.
3. When Garcia Roofing entered into this agreement with Plaintiff on December 16, 2019, Garcia Roofing's owner, Diego Garcia, was not licensed, and Garcia Roofing did not have a licensed qualifying agent.
4. Diego Garcia knew he was unlicensed at the time.

5. Plaintiff paid Defendants $30,000.00 to perform the roofing project at the Property.

6. Defendants accepted and retained those funds.

7. Plaintiff was also required to expend additional sums, including paying $15,000.00 to a subsequent contractor to finish the Roofing Project, and $10,000.00 to its realtor after Plaintiff breached its listing agreement when Defendants recorded a Claim of Lien on the Property.

8. Under Florida law, including *Earth Trades, Inc. v. T&G Corp.*, 108 So. 3d 580 (Fla. 2013), a contract entered into by an unlicensed contractor is unenforceable as a matter of law.

9. An unlicensed contractor is barred from recovery under both legal and equitable theories.

10. When an unlicensed contractor accepts funds and performs unlicensed work, the Court finds that this conduct constitutes civil theft per se, and FDUTPA violations per se. The mere act of engaging in unlicensed contracting automatically imputes the fraudulent intent necessary to hold the unlicensed contractor liable for violating FDUTPA, and automatically imputes the criminal intent necessary to hold the unlicensed contractor liable for civil theft.

11. Alternatively, even if that were not the case, then Defendants' conduct here constituted unlicensed contracting, FDUTPA violations, and civil theft, as well as all other claims asserted by Plaintiff against Defendants in its First Amended Complaint.

12. The Court finds that Defendants' actions, including misrepresenting their license status, using another contractor's license number, lying about the project's status, and conspiring with another contractor to use their license to pull the project's permit,

demonstrate the requisite fraudulent intent necessary to hold Defendants liable for violating FDUTPA, and demonstrate the requisite criminal intent necessary to hold Defendants liable for civil theft.

13. Any factual disputes raised by Defendants are either: (a) not genuine, because Defendants have failed to produce any contrary evidence refuting the material fact; or (b) are not material facts which would allow a reasonable jury to legitimately reach a different conclusion.

14. Accordingly, the Motion is GRANTED.

15. It was uncontested that Plaintiff paid Defendants $30,000.00.

16. Under Florida's civil theft statute, Plaintiff is entitled to treble damages for this amount, or $90,000.00.

17. Alternatively, even if treble damages were not recoverable under Florida's civil theft statute, they would still be recoverable because under Florida's unlicensed contracting statute. I find that Plaintiff incurred $30,000.00 in actual damages based upon the amount of money Plaintiff paid the unlicensed contractor, and therefore treble damages would be appropriate were it not for the award of $90,000.00 for civil theft.

18. Further, Defendants could not genuinely dispute that Plaintiff paid its broker $10,000.00 after it breached the listing agreement due to the unlicensed contractor's recording of a fraudulent Claim of Lien, and Defendants could not genuinely dispute that Plaintiff paid a subsequent contractor $15,000.00 to complete the roofing project. I find these are actual damages under the unlicensed contracting statute, and therefore Plaintiff is entitled to treble damages of this $25,000.00 amount, or $75,000.00.

19. As the prevailing party, Plaintiff is also entitled to recover its reasonable attorney's fees and costs from both Defendants, jointly and severally, which will be decided later at a subsequent hearing unless the parties otherwise reach an agreement as to the amount.

20. The Court finds the Claim of Lien and the Amened Claim of Lien were both fraudulent liens, and therefore they are declared null and void and have no legal effect.

21. Judgment is hereby entered in favor of Plaintiff and against Defendants, jointly and severally, for the total amount of $165,000.00, for which sum let execution issue.

22. As for Counter-Plaintiff Garcia Roofing's counterclaim against Plaintiff, I rule in favor of the Plaintiff and against Counter-Plaintiff. Counter-Plaintiff, Garcia Roofing, LLC, shall take nothing by its counterclaim and go hence without day.

23. Plaintiff shall recover from Defendants, jointly and severally, the total sum of $165,000.00, which shall accrue and bear interest at the prevailing rate per year as provided for by Florida Statute, for all of which sum let immediate execution issue.

24. This Court retains and reserves jurisdiction to enter further orders that are proper, including, but not limited to, adjudging entitlement to attorneys' fees and taxing attorneys' fees and/or costs, and to render all further and subsequent orders deemed necessary by this Court to enforce this Final Judgment.

DONE AND ORDERED in Chambers at Playa County, Florida, this 14th day of February, 2025.

/s/ Catherine Harrington
Hon. Catherine Harrington
Circuit Court Judge

Copies furnished to:

Counsel for Plaintiff
Counsel for Defendants

IN THE DISTRICT COURT OF APPEAL
SEVENTH DISTRICT OF FLORIDA

GARCIA ROOFING, LLC, a Florida limited liability company, and DIEGO GARCIA, individually,

Appellants,

v.

CASE NO. 7D25-
L.T. No.: 2022-CA-1744

RESIDENTIAL REDEVELOPMENT SOLUTIONS, LLC, A Florida Limited Liability Company,

Appellee.
_____/

NOTICE OF APPEAL

NOTICE IS HEREBY GIVEN that Appellants, GARCIA ROOFING, LLC, a Florida Limited Liability Company, and DIEGO GARCIA, appeal to the Florida Seventh District Court of Appeal the following two orders rendered by the trial court on February 14, 2025:

1. Final Summary Judgment; and
2. Order on Defendants' Motion for Leave to Amend Answer and Affirmative Defenses and Counter-Plaintiff's Motion for Leave to Amend Counter-Claims.

HAYWOOD LEGAL GROUP P.A.

/s/ Lucas L. Haywood
Luca L. Haywood, Esq.
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Attorney for Garcia Roofing LLC and Diego Garcia

DISTRICT COURT OF APPEAL OF THE STATE OF FLORIDA

SEVENTH DISTRICT

GARCIA ROOFING, LLC, and DIEGO GARCIA,

Appellants,

v.

RESIDENTIAL REDEVELOPMENT SOLUTIONS, LLC,

Appellee.

No. 7D25-1468

December 18, 2025

Appeal from the Circuit Court for Playa County.

Catherine Harrington, Judge.

PER CURIAM.

Garcia Roofing, LLC and Diego Garcia ("Appellants") seek review of a final summary judgment entered in favor of Residential Redevelopment Solutions, LLC ("Residential") on claims for fraudulent lien, violations of the Florida Deceptive and Unfair Trade Practices Act ("FDUTPA"), unlicensed contracting, civil theft, and civil conspiracy. Appellants also challenge the trial court's order denying their motion for leave to amend the pleadings, filed two days before the scheduled summary judgment hearing. We affirm the trial court's order and final summary judgment in favor of Residential, and certify conflict.

I. BACKGROUND

The material facts are not in dispute. On December 16, 2019, Garcia Roofing entered into a written agreement with Residential to remove and replace a hurricane-damaged roof for the sum of $65,000.00. At the time of contracting, Diego Garcia was not a licensed roofing

contractor, and Garcia Roofing did not have a licensed qualifying agent. The agreement nevertheless included a Florida roofing license number belonging to a third party, Juan Delgado, without identifying him as the license holder.

Residential paid Appellants a total of $30,000.00 toward the roofing project. Diego Garcia, still unlicensed, paid Delgado to obtain a building permit using Delgado's license. Delgado applied for and obtained the permit in his own name. The permit expired without renewal. Thereafter, Appellants commenced work on the project, including tearing off the existing asphalt shingle roof and installing a new metal roof, while still unlicensed and without a qualifying agent.

Diego Garcia ultimately obtained his roofing license in November of 2020, after Appellants had already begun the roofing project, and after Appellants had already accepted payments from Residential to perform work. When the expired permit was discovered in February 2021, the local building department issued a stop work order. Residential terminated Appellants and retained another contractor to complete the roofing project. Garcia Roofing subsequently recorded a claim of lien, which Residential alleged was fraudulent.

Following litigation, Residential moved for final summary judgment. Two days before the hearing, Appellants moved for leave to amend their pleadings. Garcia Roofing moved to assert new counterclaims based on an alleged post-licensure oral agreement and to add equitable claims. Appellants moved to add a new affirmative defense, claiming Residential had failed to include an indispensable party to its civil conspiracy cause of action. The trial court denied the motion and granted summary judgment in favor of Residential, awarding Residential damages in the amount of $165,000.00. This appeal followed.

II. DENIAL OF LEAVE TO AMEND

We review a trial court's denial of leave to amend for abuse of discretion. *Drish v. Bos*, 298 So.3d 722, 723 (Fla. 2d DCA 2020) (citing *Saidi v. Saqr*, 207 So.3d 991, 992 (Fla. 5th DCA 2016)). Although Florida follows a liberal policy favoring amendment of pleadings, that policy does not permit a party to disregard case management deadlines or to prejudice an opposing party on the eve of a dispositive hearing.[1] The rules promulgated by the Florida Supreme Court vest trial courts with both the authority and the obligation to set and enforce case management deadlines. That authority would be illusory if it did not encompass the power to ensure compliance; a deadline that may be disregarded without consequence is no deadline at all. Indeed, Florida Rule of General Practice and Judicial Administration 2.545(a) provides that "[j]udges…have a professional obligation to take charge of all cases at an early stage in the litigation and shall control the progress of the case thereafter until the case is determined." This mandate to "take charge" and "control the progress of the case" necessarily includes the authority to establish and enforce deadlines designed to secure the just, speedy, and efficient resolution of litigation.

Recent amendments to Florida Rule of Civil Procedure 1.200 underscore and reinforce this principle. Effective January 1, 2025, the rule not only preserves the trial court's authority to impose case management deadlines but imposes an affirmative duty to do so. These provisions make clear that trial courts are not merely permitted, but required, to ensure adherence to case management deadlines in furtherance of the orderly administration of justice. Here, Appellants filed their motion to amend two days before the summary judgment hearing, well after the

[1] That policy might not even be persuasive after the Florida Supreme Court's recent amendments to Rule 1.200 of the Florida Rules of Civil Procedure.

deadline established in the trial court's case management order. Appellants did not seek an extension of that deadline and did not confer with opposing counsel prior to filing the motion. Accordingly, the trial court did not abuse its discretion by denying the amendment when the amendment was filed after the deadline.

Further, the trial court found that allowing the amendment would prejudice Residential by requiring the rescheduling of a long-set hearing and by introducing new theories at the eleventh hour. These findings are supported by the record and fall squarely within the trial court's discretion.

The trial court also concluded that the proposed amendments would be futile. Garcia Roofing sought to add claims based on an alleged post-licensure agreement and to assert equitable remedies such as quantum meruit and unjust enrichment. However, it is well settled Florida law that a contract with an unlicensed contractor is illegal and unenforceable. *Boatwright Const., LLC v. Tarr*, 958 So.2d 1071, 1074-75 (Fla. 5th DCA 2007) (citations omitted). Importantly, because the scope of the roofing project never changed, Appellants could never recover under their agreement with Residential because they were unlicensed at the time they entered into the agreement on December 16, 2019. Diego Garcia's new license did not change the fact that he was unlicensed when the project started, which is the most important date according to Florida Statute Section 489.128. *Taylor Morrison Servs., Inc. v. Ecos*, 163 So.3d 1286, 1290-91 (Fla. 1st DCA 2015).

Similarly, Garcia's proposed affirmative defense based on failure to join an indispensable party was futile as well. Alleged co-conspirators are not indispensable parties under Florida law. "An indispensable party is one whose interest in the controversy makes it impossible to

completely adjudicate the matter without affecting either that party's interest or the interests of another party in the action." *Florida Dept. of Revenue v. Cummings*, 930 So.2d 604, 607 (Fla. 2006) (citation omitted). Florida courts have long established that co-conspirators are "jointly and severally liable for the acts of all participants in the scheme." *Rey v. Philip Morris, Inc.*, 75 So.3d 378, 383 (Fla. 3d DCA 2021). Because each co-conspirator can be held jointly and severally liable, a plaintiff can recover full damages from any single co-conspirator regardless of whether all the co-conspirators are named as defendants. Therefore, it was not impossible for the trial court to consider the civil conspiracy count even though all the co-conspirators were not named as defendants. Because it was not impossible, the co-defendants were not indispensable.

Because the motion to amend was untimely, prejudicial, and futile, the trial court did not abuse its discretion by denying it.

III. FINAL SUMMARY JUDGMENT

We review an order granting summary judgment de novo. *Volusia County v. Aberdeen at Ormond Beach, L.P.*, 760 So. 2d 126, 130 (Fla. 2000).

A. Unlicensed Contracting

The trial court correctly determined that the December 16, 2019 Agreement was unenforceable as a matter of law. "As a matter of public policy, contracts entered into on or after October 1, 1990, by an unlicensed contractor shall be unenforceable in law or in equity by the unlicensed contractor." §489.128(1), Fla. Stat. (2009).

It is undisputed that Diego Garcia was unlicensed at the time the contract was executed and when he accepted payments under the agreement. Accordingly, the trial court properly invalidated the contract and the related lien claims.

B. FDUTPA and Civil Theft

The trial court concluded that, where an unlicensed contractor solicits and accepts funds for work requiring licensure, the requisite criminal and fraudulent intent may be inferred and imputed from the unlicensed contracting conduct itself; alternatively, it found the record independently supported Appellants' criminal and fraudulent intent. The trial court found unlicensed contracting constitutes civil theft per se and FDUTPA violations per se, and, in the alternative, that Appellants' misrepresentations and permitting conduct established the requisite intents.

We adopt the trial court's approach and hold that, consistent with the Legislature's strong public policy against unlicensed contracting, a court should impute the criminal and fraudulent intent necessary for civil theft and FDUTPA violations when an unlicensed contractor solicits, accepts, or retains funds for work requiring a license in Florida.

We also agree that, as it pertains to the particular circumstances of this case, the trial court properly granted summary judgment for Residential on its civil theft and FDUTPA claims. The undisputed record demonstrates that Appellants misrepresented their licensure status, included another contractor's license number on the agreement, and accepted payments while unlicensed. Such conduct constitutes the fraudulent and criminal intent necessary to hold Appellants liable for these claims. The trial court properly entered summary judgment on these two claims as well.

D. Civil Conspiracy

"A civil conspiracy requires: (a) an agreement between two or more parties, (b) to do an unlawful act or to do a lawful act by unlawful means, (c) the doing of some overt act in pursuance of the conspiracy, and (3) damage to plaintiff as a result of the acts done under the conspiracy." *Raimi v. Furlong*, 702 So.2d 1273, 1284 (Fla. 3d DCA 1997).

The undisputed evidence showed that Diego Garcia paid Delgado to use his license and that Delgado obtained the permit in furtherance of Appellants' unlicensed contracting. These acts are sufficient to support summary judgment on Appellants' conspiracy claim.

E. Damages

The trial court awarded treble damages based on civil theft and additional damages related to Residential's costs to complete the project and address the lien. Residential provided evidence which supported its damages. Once Residential provided this evidence at the summary judgment stage, the burden then shifted to Appellants to rebut this evidence with evidence of their own. Appellants failed to do so. Appellants failed to present evidence refuting Residential's damages. Accordingly, summary judgment on damages was also proper.

IV. CONCLUSION

The trial court properly denied Garcia's motion for leave to amend and correctly granted summary judgment in favor of Residential on all claims. The record presents no genuine issue of material fact, and Residential is entitled to judgment as a matter of law. We affirm both the trial court rulings.

We must also recognize the Third District Court of Appeal's opinion in *Incident365 Florida, LLC v. Ocean Pointe V Condominium Assoc., Inc*., 404 So.3d 475 (Fla. 3d DCA 2024). In *Incident365*, the Third District Court of Appeal seemed to suggest that when an unlicensed contractor contracts to perform both unlicensed and licensed work, summary judgment is inappropriate because there is a genuine issue of material fact as to which work requires a license and which work does not. *Incident365 Florida, LLC v. Ocean Pointe V Condominium Assoc., Inc*., 404 So.3d 475, 482 (Fla. 3d DCA 2024). In that case, the Third District Court of Appeal held that when "there are genuine issues of material fact as to whether the scope of work…falls within the scope of work performed by a 'building contractor' thus requiring a building contractor's license", "these issues bar entry of final summary judgment as to that work and the issues must be submitted to the trier of fact for determination." *Incident365 Florida, LLC v. Ocean Pointe V Condominium Assoc., Inc*., 404 So.3d 475, 482 (Fla. 3d DCA 2024). We disagree.

"As a matter of public policy, contracts entered into on or after October 1, 1990, by an unlicensed contractor shall be unenforceable in law or in equity by the unlicensed contractor." §489.128(1), Fla. Stat. (2009). Here, the Legislature did not mince words. There is nothing within that statute which allows an unlicensed contractor to recover anything for unlicensed contracting, even if some of the scope of work the unlicensed contractor performed did not require a license. If a contract's scope of work includes any work which requires a license which the contractor does not have, then the contract includes unlicensed work, and thus the entire agreement is unenforceable by the contractor as a matter of law. This is a bright line rule, reflected by the statute, and echoed by the Legislature's strong public policy in favor of punishing unlicensed contractors.

We believe there is a possibility that our decision conflicts with *Incident365 Florida, LLC v. Ocean Pointe V Condominium Assoc., Inc*., 404 So.3d 475 (Fla. 3d DCA 2024). We therefore certify conflict with *Incident365 Florida, LLC v. Ocean Pointe V Condominium Assoc., Inc*.

Affirmed; conflict certified.

ROOFING AGREEMENT
(Metal Roof Replacement)

This Roofing Agreement ("Agreement") is made and entered into as of December 16, 2019, by and between:

Residential Redevelopment Solutions, LLC,
a Florida limited liability company,
with its principal place of business in Florida
("**Owner**"),

and

Garcia Roofing, LLC,
a Florida limited liability company,
with its principal place of business in Florida
("**Contractor**").

1. **PROPERTY**
Owner is the owner of certain real property located in Playa County, Florida, consisting of a single-family residential structure (the "Property").

2. **SCOPE OF WORK**
Contractor agrees to furnish all labor, materials, tools, equipment, and supervision necessary to perform the following work at the Property (the "Work"):
- Tear off and remove the existing asphalt shingle roof;
- Supply and install a new metal roofing system covering approximately 3,000 square feet;
- Perform all work in a workmanlike manner and in compliance with applicable building codes.

3. **CONTRACT PRICE**
The total contract price for the Work shall be Sixty-Five Thousand Dollars ($65,000.00) ("Contract Price").

4. **PAYMENT TERMS**
1. **Deposit.** Upon execution of this Agreement, Owner shall pay Contractor twenty percent (20%) of the Contract Price, or $13,000.00, as a non-refundable deposit.
2. **Balance.** The remaining balance of $52,000.00 shall be paid to Contractor upon completion of the Work, unless otherwise agreed in writing.

This Agreement does not contain a draw schedule.

5. **PERMITS AND INSPECTIONS**
Contractor shall be responsible for obtaining any required permits and for scheduling and passing all required inspections.

6. **TIME FOR PERFORMANCE**
Work is anticipated to commence upon permit issuance and material availability. Contractor estimates that the Work will be substantially completed on or before May 29, 2020, subject to delays caused by weather, material availability, governmental action, or other circumstances beyond Contractor's control.

7. **WARRANTIES**
Contractor warrants that all Work shall be performed in a good and workmanlike manner consistent with industry standards. Manufacturer warranties shall apply to materials as provided by the manufacturer.

8. **INSURANCE**
Contractor shall maintain commercially reasonable insurance coverage during the performance of the Work.

9. **INDEPENDENT CONTRACTOR**
Contractor is an independent contractor and not an employee or agent of Owner.

10. **GOVERNING LAW**
This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

11. **ENTRE AGREEMENT**
This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations or understandings, whether written or oral. Any modifications must be in writing and signed by both parties.

12. **SIGNATURES**
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

RESIDENTIAL REDEVELOPMENT SOLUTIONS, LLC

By: _____
Name: Justin Stallworth
Title: Principal
Date: December 16, 2019

GARCIA ROOFING, LLC

By: _____
Name: Diego Garcia
Title: Managing Member
Date: December 16, 2019

ROOFING AGREEMENT
(Metal Roof Replacement)

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- Tear off and remove the existing asphalt shingle roof;
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- Perform all work in a workmanlike manner and in compliance with applicable building codes.

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RESIDENTIAL REDEVELOPMENT SOLUTIONS, LLC

By: Justin Stallworth
Name: Justin Stallworth
Title: Principal
Date: December 16, 2019

GARCIA ROOFING, LLC

By: Diego Garcia
Name: Diego Garcia
Title: Managing Member
Date: December 16, 2019

Residential Redevelopment Solutions, LLC
782 Clearview Road
Orlando, FL 32811

1047

Date *December 16, 2019*

Pay to the Order of **Diego Garcia** $ *13,000.00*

Thirteen Thousand and 00/100 *DOLLARS*

Sunshine State Bank, N.A.
Orlando, Florida

Memo *Roofing Deposit – Playa County Property*

Residential Redevelopment Solutions, LLC

Justin Stallworth
Authorized Signer

⑆061120084⑆ 1234567890⑆ 1047

PLAYA COUNTY
BUILDING DEPARTMENT

Permit Application No.: PC-20-01478

ROOFING PERMIT APPLICATION

Playa County Building Department
450 Main Street
Playa Bay, Florida 33141

1. PROPERTY INFORMATION

Property Address: 6400 Pine Grove Road
Playa Bay, Florida 33141

Property Type:

☑ Single-Family Residence

2. OWNER INFORMATION

Owner: Residential Redevelopment Solutions, LLC

Owner Contact: Justin Stallworth

Phone: (407) 555-0149

3. CONTRACTOR INFORMATION

Contractor: Juan Delgado

Business Name: N/A (Individual Contractor)

Florida Roofing License No.: CCC1334521

Contractor Address: Orlando, Florida

4. QUALIFYING AGENT INFORMATION

Primary Qualifying Agent:

☑ Same as Contractor

5. SCOPE OF WORK DESCRIPTION

Removal of existing asphalt shingle roofing system and installation of a new metal roofing system in compliance with the Florida Building Code and Playa County ordinances.

6. ESTIMATED JOB VALUE

Estimated Construction Value:

$65,000.00

7. PERMIT CERTIFICATIONS

By signing below, the undersigned certifies that:

- The information contained herein is true and correct.
- All work will comply with applicable building codes and ordinances.
- The undersigned is the contractor responsible for the work described.

Signature: Juan Delgado

Name: Juan Delgado

Date: February 6, 2020

* Application fees are non-refundable. Incomplete applications will nort be processed and may be subject to delay or rejection.

PLAYA COUNTY
BUILDING DEPARTMENT

450 Main Street
Playa Bay, Florida 33141

Permit No.: PC-20-01478

RESIDENTIAL ROOFING PERMIT

PERMIT INFORMATION

Permit Number:	PC-20-01478
Permit Type:	Residential Roofing
Issue Date:	February 14, 2020
Expiration Date:	August 14, 2020

PROPERTY INFORMATION

Property Address:

6400 Pine Grove Road
Playa Bay, Florida 33141

OWNER INFORMATION

Owner:

Residential Redevelopment Solutions, LLC

Owner Contact:

Justin Stallworth

CONTRACTOR INFORMATION

Contractor:

Juan Delgado

Business Name: N/A (Individual Contractor)

Florida Roofing License No.:

CCC1334521

SCOPE OF WORK

Removal of existing asphalt shingle roofing system and installation of a new metal roofing system, including related flashing and underlayment, in compliance with the Florida Building Code and Playa County ordinances.

PERMIT CONDITIONS

1. All work must comply with the Florida Building Code and local amendments.
2. Contractor listed on this permit is responsible for all work performed.
3. Any change of contractor or qualifying agent requires written approval by the Playa County Building Department prior to continuation of work.
4. Permit must be finalized and closed out upon completion of work.

INSPECTIONS REQUIRED

- Dry-In Inspection
- Final Roofing Inspection

FOR COUNTY USE ONLY

Issued By: Playa County Building Department

Authorized Building Official: Nicole Cantu

Date Issued: February 14, 2020

Signature: Nicole Cantu

PLAYA COUNTY BUILDING DEPARTMENT

This permit is issued in accordance with the Florida Building Code and applicable local ordinances.

THIS PERMIT MUST BE POSTED ON THE JOB SITE AT ALL TIMES.

9:41

DG

Diego Garcia >

Oct 5, 2020, 9:04 AM

When can you resume work? It's been over 9 months and all we've seen is that permit Delgado pulled back in February. You said our roof would be done by now. What's the status?

Delivered

Oct 5, 2020, 11:41 AM

Hey Justin. We're on track, sorry for the delay. I'm getting everything lined up today. I'll be back at the property this week so we can start moving forward.

Oct 5, 2020, 4:45 PM

Justin, starting this Friday we'll tear off the roof. Can you send me $7,000 so we can order the materials? I appreciate it.

Our insurance carrier is going to be paying Garcia Roofing, not Residential Redevelopment. I'm still waiting on the carrier to process the claim.

Delivered

iMessage

9:41

DG

Diego Garcia >

Oct 19, 2020, 2:37 PM

Oct 26, 2020, 7:55 AM

Justin, I need $10,000 to order the metal roofing materials to start putting your new roof on.

iMessage

9:41

Diego Garcia

Dec 9, 2020, 11:16 AM

Justin, I need another $10,000 so I can order the materials and get started on the new metal roof.

Jan 11, 2021 9:02 AM

Justin, I need another $10,000.

Jan 11, 2021 9:09 AM

The remaining $35,000 under the contract will be paid when the roof is finished.

Delivered

Jan 11, 2021 9:10 AM

That's not what we agreed to.

Jan 11, 2021 9:12 AM

I don't care what we previously agreed to. We also didn't agree you could pick and choose when you wanted to work and when you didn't. This roof should have been done by now – it is WAY OVERDUE which is YOUR FAULT ALONE. Your foot dragging and empty excuses are not ok with me. You're way behind schedule, which is not ok for me and my business. The market is heating up, we should have flipped this house by now, and you are the only one standing in our way, preventing us from selling it. If you don't finish the roof ASAP, I will fire you, which will be the least of your worries if we can't flip this house in the next 30 days. Stop asking me for more money and finish the roof ASAP.

Delivered

iMessage

1007

Residential Redevelopment Solutions, LLC
782 Clearview Road
Orlando, FL 32811

October 5, 2020
DATE

PAY TO THE ORDER OF Diego Garcia $ 7,000.00

Seven Thousand and 00/100 DOLLARS

Sunshine State Bank, N.A.
Orlando, Florida

MEMO Roofing Payment – Playa County Property

Residential Redevelopment Solutions, LLC
Justin Stallworth
Authorized Signer

⑆061120084⑆ ⑆1234567890⑆ 1007

STATE OF FLORIDA
ROOFING CONTRACTOR LICENSE

THIS IS TO CERTIFY THAT

DIEGO GARCIA

is a Certified Roofing Contractor

LICENSE NO: **CCC1334009**

ISSUED: **NOVEMBER 16, 2020**

EXPIRES: **NOVEMBER 30, 2022**

Halsey Beshears

Halsey Beshears
SECRETARY, DEPARTMENT OF BUSINESS
AND PROFESSIONAL REGULATION

1009

Residential Redevelopment Solutions, LLC
782 Clearview Road
Orlando, FL 32811

December 18, 2020
DATE

PAY TO THE ORDER OF Diego Garcia $ 10,000.00

Ten Thousand and 00/100 DOLLARS

Sunshine State Bank, N.A.
Orlando, Florida

Residential Redevelopment Solutions, LLC

Justin Stallworth
Authorized Signer

MEMO Roofing Payment – Playa County Property

⑆061120084⑆ ⑆1234567890⑆ 1009

STELLAR
BUILDING SUPPLY INC.

SUPPLY ORDER

Customer:
Garcia Roofing
Acct #: 20943

Contractor:
Diego Garcia
diego.garcia@email.com
(407) 555-0890
4913 Orange Blossom Trail
Orlando, FL 32839

Order date: January 25, 2021
Order #: O0879

Ship To:

Job Site:
6400 Pine Grove Road
Playa Bay, FL 33141

Quantity	Description	Price Each	Amount
34	Bundles of metal roofing panels	$500.00	$17,000.00
160	1x4 yellow pine battens	$5.00	$800.00
25	Rolls of underlayment	$80.00	$2,000.00
80	Boxes of roofing screws	$65.00	$5,200.00

Subtotal: **$25,000.00**

PAID IN FULL: $25,000.00

PLAYA COUNTY

BUILDING DIVISION

450 Main Street • Playa Bay, Florida 33141

February 17, 2021

STOP WORK ORDER

Permit #: **PC-20-01478**

Job Site: **6400 Pine Grove Road**
Playa Bay, FL 33141

ALL WORK AT THIS JOB SITE IS TO STOP IMMEDIATELY.

You are directed to stop all work at this job site due to violations of the Florida Building Code and county permitting requirements. This Stop Work Order is issued for the following reasons:

- Work was observed under expired Permit No. PC-20-01478.
- County records reflect that Permit No. PC-20-01478 was issued on February 14, 2020 and expired on August 14, 2020.
- No approved renewal, extension, or transfer of the permit was on file at the time of inspection.
- County records show the permit was originally issued to Juan Delgado.

In accordance with Section 109 of the Florida Building Code, no further work is permitted until this Stop Work Order has been lifted by the Building Official. It is unlawful to violate this order by performing unauthorized construction at this site.

Observed Contractor: Garcia Roofing

Representative: Diego Garcia

Issued by: Nick Hardesty

Nick Hardesty
Building Official
Playa County

WARNING

IT IS UNLAWFUL TO REMOVE OR DEFACE THIS NOTICE UNTIL SUCH TIME AS THE STOP WORK ORDER HAS BEEN LIFTED OR WORK RESUMES WITH APPROVAL OF THE BUILDING OFFICIAL.

PLAYA COUNTY
BUILDING DEPARTMENT

450 Main Street • Playa Bay, Florida 33141

February 18, 2021

Residential Redevelopment Solutions, LLC
782 Clearview Road
Orlando, FL 32811

Dear Residential Redevelopment Solutions, LLC,

We are writing regarding the roofing work at 6400 Pine Grove Road, Playa Bay, Florida 33141. On February 17, 2021, the Playa County Building Department issued a Stop Work Order for work being performed at that property under Permit No. PC-20-01478.

County records reflect that Permit No. PC-20-01478 was originally issued on February 14, 2020 and expired on August 14, 2020. At the time of inspection, no approved renewal, extension, transfer, or close-out of the permit was on file. Because work was being performed after the permit had expired, the Building Department issued the Stop Work Order.

Our records further reflect that Permit No. PC-20-01478 was originally issued to Juan Delgado. Any further work at the property must remain suspended unless and until the permitting issue is properly resolved and the Building Department authorizes work to resume.

Please coordinate with your contractor and contact the Playa County Building Department if you intend to seek the proper permitting approval for this project.

For additional information, please contact Nick Hardesty, Building Official, at (305) 555-0191 or nick.hardesty@playacounty.gov.

Sincerely,

Nick Hardesty

Nick Hardesty
Building Official
Playa County Building Department

ROOF COMPLETION AND PERMIT CLOSE-OUT AGREEMENT

(Replacement Contractor Agreement)

This Roof Completion and Permit Close-Out Agreement ("Agreement") is made and entered into as of March 1, 2021, by and between:

Residential Redevelopment Solutions, LLC,
a Florida limited liability company
("Owner"),
and
SunCoast Premier Roofing, Inc.,
a Florida corporation,
Florida Certified Roofing Contractor License No. CCC1324865
("Contractor").

1. PROPERTY

The property subject to this Agreement is located at 6400 Pine Grove Road, Playa County, Florida (the "Property").

2. BACKGROUND AND PURPOSE

Owner previously engaged another contractor to perform roofing work at the Property. At the time this Agreement was made, the roof installation was substantially complete, but the project remained subject to a Stop Work Order and the permit had not been properly renewed, transferred, or closed out. Owner desires to retain Contractor to review the existing work, regularize the permitting status, correct any minor defects or incomplete items, obtain final inspection approval, and close out the permit for the Property.

3. SCOPE OF WORK

Contractor shall furnish the labor, materials, tools, equipment, supervision, and administrative services reasonably necessary to perform the following work:

(a) inspect the existing roof and evaluate prior work;
(b) address minor defects, punch-list items, or incomplete work as needed to bring the roof into compliance;
(c) take the steps necessary to change over, transfer, reapply for, or otherwise regularize the permit as required by Playa County;
(d) coordinate and attend required inspections;
(e) perform such limited corrective work as may be required to obtain final inspection approval; and
(f) complete the administrative close-out of the roofing permit.

Contractor is not being retained to install an entirely new roof, but rather to finish and regularize the substantially completed roofing project and secure final approval.

4. CONTRACT PRICE

The total contract price for the Work shall be Fifteen Thousand Dollars ($15,000.00).

5. PAYMENT TERMS

Owner shall pay Contractor the full contract price upon completion of the Work and issuance of final inspection approval and permit close-out documentation. No advance deposit is required under this Agreement.

6. PERMITS AND INSPECTIONS

Contractor shall be responsible for handling the permitting process necessary to lawfully resume and finalize the project, including communications with the Playa County Building Department and scheduling final inspection.

7. TIME FOR PERFORMANCE

Contractor shall commence work promptly after execution of this Agreement and shall use commercially reasonable efforts to complete the Work within fourteen (14) days, subject to weather, governmental scheduling, and inspection availability.

8. WARRANTY

Contractor warrants that any corrective or completion work performed under this Agreement shall be completed in a good and workmanlike manner.

9. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Florida.

10. ENTIRE AGREEMENT

This Agreement contains the entire agreement of the parties regarding the subject matter hereof and supersedes prior discussions relating to Contractor's scope of work.

RESIDENTIAL REDEVELOPMENT SOLUTIONS, LLC

By: Justin Stallworth
Name: Justin Stallworth
Title: Principal
Date: March 1, 2021

SUNCOAST PREMIER ROOFING, INC.

By: Michael R. Mercer
Name: Michael R. Mercer
Title: President
Date: March 1, 2021

CLAIM OF LIEN

(Chapter 713, Florida Statutes)

STATE OF FLORIDA
COUNTY OF PLAYA

Claimant: Garcia Roofing, LLC
a Florida limited liability company
[Address Omitted]

1. OWNER

Residential Redevelopment Solutions, LLC
a Florida limited liability company
[Address Omitted]

2. PROPERTY SUBJECT TO LIEN

The real property located at:
6400 Pine Grove Road
Playa County, Florida
together with all buildings and improvements thereon.

3. LABOR, SERVICES, OR MATERIALS FURNISHED

Claimant furnished labor, services, and materials for roofing work at the above-described Property pursuant to an agreement with Owner.

4. FIRST AND LAST DATE OF WORK

First date of furnishing labor, services, or materials: October 2020
Last date of furnishing labor, services, or materials: January 29, 2021

5. AMOUNT OF LIEN

Claimant claims a lien in the amount of:

Thirty-Five Thousand Dollars ($35,000.00)

6. AMOUNT UNPAID

Claimant alleges that the above sum remains unpaid after all credits, offsets, and payments.

7. BASIS FOR CLAIM

Claimant asserts this Claim of Lien for unpaid labor, services, and materials furnished in connection with roofing work at the Property.

8. NOTICE

This Claim of Lien is made in accordance with Chapter 713, Florida Statutes, and is intended to secure payment of the amount stated herein.

SIGNED
DATED this 12th day of March, 2021.

GARCIA ROOFING, LLC

By: Diego Garcia
Name: Diego Garcia
Title: Managing Member

PLAYA COUNTY
SHERIFF'S OFFICE

1500 Bayview Drive • Playa Bay, Florida 33141

March 23, 2021

Mr. Justin Stallworth,
Residential Redevelopment Solutions, LLC
782 Clearview Road,
Orlando, FL 32811

Dear Mr. Stallworth,

We have reviewed your recent complaint against Diego Garcia and Garcia Roofing, LLC, regarding alleged unlicensed contracting work at 6400 Pine Grove Road in Playa Bay. After review, the Sheriff's Office has determined that this matter is civil in nature and does not warrant criminal prosecution.

Any disputes regarding the roofing work performed at the property, including payment issues or alleged licensing-related misconduct, are matters more appropriately addressed through the civil courts or the appropriate regulatory authorities. Accordingly, we will not be pursuing criminal charges based on the information presently available.

We understand your frustration. However, based on the facts provided to our office, this matter appears to be a contractual and civil dispute rather than a criminal offense.

We encourage you to consult with private counsel if you wish to explore any civil remedies that may be available.

Sincerely,

Howard Stanton

Howard Stanton
Sheriff

Phone: (305) 555-0181 • Email: sheriff@playacounty.gov

FLORIDA DEPARTMENT
OF BUSINESS & PROFESSIONAL REGULATION

Division of Regulation

2601 Blairstone Road • Tallahassee, Florida 32399-1027

(850) 487-1395 • www.myfloridalicense.com

March 29, 2021

Mr. Justin Stallworth,
Residential Redevelopment Solutions, LLC
782 Clearview Road,
Orlando, Florida 32811

Dear Mr. Stallworth,

The Department of Business and Professional Regulation (DBPR) received the complaint you filed against Garcia Roofing, LLC, regarding alleged unlicensed roofing work at 6400 Pine Grove Road, Playa County, FL 33141.

After reviewing the complaint and the available information, DBPR has determined that the complaint lacks probable cause to warrant further investigation or administrative action.

This determination is based on the information presently available to the Department and should not be interpreted as a finding on the merits of any private civil dispute between the parties.

If you believe you have sustained damages, you may wish to consult private legal counsel regarding any civil remedies that may be available.

Thank you for bringing this matter to our attention. DBPR remains committed to the integrity of Florida's licensing laws.

Sincerely,

Stephen Gallagher

Stephen Gallagher
Chief Investigator

For general information, please contact the Division of Regulation at (850) 487-1395. For more information about contractor licensing complaints, local licensing boards, or other contractor-related issues, please visit www.myfloridalicense.com.

STELLAR
BUILDING SUPPLY INC.

SUPPLY ORDER

Customer:
Garcia Roofing, LLC

Acct #: 20943

Contractor:
Diego Garcia
diego.garcia@email.com
(407) 555-0890
4913 Orange Blossom Trail
Orlando, FL 32839

Ship To:
Garcia Roofing, LLC

Job Site:
6400 Pine Grove Road
Playa Bay, FL 33141

Order date: October 9, 2020

Order #: 004152

Quantity	Description	Price Each	Amount
20	Bundles of metal roofing panels	$500.00	$10,000.00
50	1x4 yellow pine battens	$10.00	$500.00
25	Rolls of underlayment	$80.00	$2,000.00
20	Boxes of roofing screws	$75.00	$1,500.00
20	Rolls of flashing tape	$50.00	$1,000.00
		Subtotal	**$15,000.00**

Terms: Paid at time of order
Delivery: Job site

PAID IN FULL: $15,000.00