

IN THE CIRCUIT COURT OF THE
TWELFTH JUDICIAL CIRCUIT IN AND
FOR MANATEE COUNTY, FLORIDA

CASE NO.: 130A00174

ANGLE TRUSS, INC.,
a Florida corporation,

Plaintiff,

vs.

PAT COOK CONSTRUCTION, INC.
a Florida corporation,

Defendant.

FILED FOR RECORD
R.B. SHORE
2013 JAN 11 AM 11:16
CLERK OF THE CIRCUIT COURT
MANATEE CO. FLORIDA

COMPLAINT

Plaintiff, ANGLE TRUSS, INC., a Florida corporation, brings this Complaint, against Defendant, PAT COOK CONSTRUCTION, INC., a Florida corporation, and alleges as follows:

The Parties:

1. **Plaintiff:** ANGLE TRUSS, INC. ("ANGLE TRUSS"), a Florida corporation, with its principal place of business in Lake County, Florida.
2. **Defendant:** PAT COOK CONSTRUCTION, INC. ("PCC"), a Florida corporation, with its principal place of business in Manatee County, Florida.

Jurisdiction and Venue:

3. **Jurisdiction:** Jurisdiction is proper as Count I is an action for breach of contract for which the damages sought exceed \$15,000.00 exclusive of interest, cost and attorney fees.
4. **Venue:** Venue is proper in this Court as: (a) Paragraph 39 of the Subcontract Agreement (as defined below) sets forth that venue shall be in Manatee County, Florida.

General Allegations:

5. Plaintiff, ANGLE TRUSS, is engaged in the business of manufacture and installation of trusses and truss components, and is licensed in the State of Florida.

6. Defendant, PCC, is engaged in the business of construction, and is licensed in the State of Florida.

7. Plaintiff, ANGLE TRUSS, has provided labor and materials for the Defendant, PCC, as a subcontractor and pursuant to the following:

- (a) Subcontract Agreement dated February 17, 2011, executed by ANGLE TRUSS on February 21, 2011 and executed by PCC on March 4, 2011 (“Subcontract Agreement”), attached hereto as Exhibit “A”;
- (b) Subcontract Change Order (SC05012001), dated May 13, 2011 (“Change Order-1”), attached hereto as Exhibit “B”;
- (c) Email dated June 29, 2011 from PCC to ANGLE TRUSS and Invoice No. 4791 dated July 29, 2011 (“Change Order-2”), attached hereto as Exhibit “C”; and
- (d) Subcontract Change Order (SC05012002), dated August 26, 2011 (“Change Order-3”), attached hereto as Exhibit “D”.

8. Plaintiff, ANGLE TRUSS, has complied with all conditions precedent to bringing of this action or such conditions have otherwise occurred.

9. Despite written demand, including without limitation that demand of January 13, 2012, the Plaintiff, ANGLE TRUSS, has not been paid in full for the contracted job. A photocopy of the demand of January 13, 2012 is attached hereto as Exhibit “E”.

COUNT I - BREACH OF CONTRACT

10. This is an action for damages due to a breach of contract by the Defendant, PCC.

11. Plaintiff, ANGLE TRUSS, re-asserts and hereby incorporates by reference all of the allegations set forth in Paragraphs 1 through 9 above.

12. Plaintiff, ANGLE TRUSS, provided labor and materials pursuant to the Subcontract Agreement, Change Order-1, Change Order-2, and Change Order-3.

13. The Subcontract Agreement, Change Order-1, Change Order-2, and Change Order-3 constitute a valid and enforceable contract.

14. The labor and materials provided by the Plaintiff, ANGLE TRUSS, were in accordance with the applicable plans, specifications, addenda and revisions, and accepted by Defendant, PCC, and have been incorporated into the improvements of the project identified as Edgewater Fire #55 (“Project”).

15. Plaintiff, ANGLE TRUSS, has completed all work and materials required pursuant to the Subcontract Agreement, Change Order-1, Change Order-2, and Change Order-3.

16. The total value of the labor and material as agreed in Subcontract Agreement, Change Order-1, Change Order-2, and Change Order-3, furnished by Plaintiff, ANGLE TRUSS, was \$119,597.75 (ONE HUNDRED NINETEEN THOUSAND FIVE HUNDRED NINETY SEVEN AND 75/100 DOLLARS).

17. The total amount paid by PCC is \$83,948.40, as follows:

- (a) July 1, 2011 – \$4,635.00;
- (b) September 14, 2011 – \$4,635.00; and
- (c) September 16, 2011 – \$74,678.40.

18. There remains an unpaid principal balance due to Plaintiff, ANGLE TRUSS, in the amount of \$38,063.08 (THIRTY EIGHT THOUSAND SIXTY THREE AND 08/100 DOLLARS), together with interest accruing from date of completion of the jobsite. Interest and attorney's fees shall continue to accrue.

19. By refusing to pay the contract price, the Defendant, PCC, has materially breached the contract with Plaintiff, ANGLE TRUSS.

20. Plaintiff, ANGLE TRUSS, has suffered damages as a result of the Defendant's breach.

21. Plaintiff, ANGLE TRUSS, has been required to employ the services of the undersigned attorneys to represent it to bring this action, and is obligated to pay a reasonable fee for such services.

22. Paragraph 20 of the Subcontract Agreement provides for PCC's interest, attorneys' fees, paralegal and legal assistant fees and costs, court costs, and therefore, pursuant to the terms of the Subcontract Agreement and Section 57.105(7), Florida Statutes, Plaintiff, ANGLE TRUSS, is entitled to recovery of same.

WHEREFORE, Plaintiff, ANGLE TRUSS, respectfully requests this Court enter judgment against the Defendant, PCC, for the entire amount owed for the principal sum due under the contract, together with interest (pre-judgment and post-judgment), costs, including reasonable attorneys' fees, together with indirect, consequential and incidental damages (as provided in Paragraph 20 of the Subcontract Agreement) and for such other relief as the Court deems just and proper.

NOTICE OF COMPLIANCE WITH RULE 2.516
DESIGNATION OF E-MAIL ADDRESSES

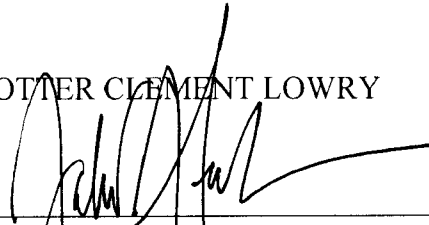
Notice of compliance is hereby given pursuant to Florida Rule of Judicial Administration 2.516 (effective September 1, 2012) and designates the following email address(es):

Primary E-Mail Address: jnalexander@pcld-law.com

Secondary E-Mail Address: robin@pcld-law.com

Dated this 10 day of January, 2013.

POTTER CLEMENT LOWRY



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