

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

**GREEN LIFE LUXURY HOMES, LLC, a  
Florida limited liability company,  
Plaintiff/Counter-Defendant,**

vs.

CASE NO.: 2016-CA-005174

**KENNY WINTERHALTER, a natural person, and  
MARSHA WINTERHALTER, a natural person,  
Defendants/Counter-Plaintiffs.**

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FILED FOR RECORD  
2018 OCT 10 PM 3:04  
CLERK OF THE CIRCUIT COURT  
MANATEE CO. FLORIDA

**FINAL JUDGMENT**

**THIS CAUSE** was tried before the Court. On the evidence presented, and for the reasons set forth in the Court's separate *Findings of Fact and Conclusions of Law*,

**IT IS ORDERED AND ADJUDGED** that judgment is entered in favor of Defendants, Kenny Winterhalter and Marsha Winterhalter (the "Winterhalters") and against Plaintiff, Green Life Luxury Homes, LLC ("Green Life") on Count I of Green Life's amended complaint.

**IT IS FURTHER ORDERED AND ADJUDGED** that judgment is entered in favor of Defendants, the Winterhalters and against Plaintiff, Green Life, on Count II of Green Life's amended complaint.

**IT IS FURTHER ORDERED AND ADJUDGED** that judgment is entered in favor of Defendants, the Winterhalters, and against Plaintiff, Green Life, in the amount of \$506,845.01, including prejudgment interest as determined below, on Count I of the Winterhalters' amended counterclaim, plus their reasonable attorney's fees and post judgment interest, all for which let execution issue.

**IT IS FURTHER ORDERED AND ADJUDGED** that a portion of the award to the Winterhalters is to reimburse the Winterhalters for the amount they paid to Mike Carter

Construction (“MCC”) for the remedial work. The amount of the remedial work, including the contractor’s fee is \$286,825.61. The prejudgment interest on the remedial work totals \$17,753.26. Such interest was calculated at the applicable statutory monthly rate from February 16, 2017 through April 1, 2018, the dates of the MCC construction draws which included remedial work and the date of owner direct pays by the Winterhalters for remedial work performed by MCC, as follows:

- MCC Draw No. 1 dated 2/16/17:
  - \$5217.55 in remedial work including contractor’s fee of 15%;
  - Interest through September 15, 2018 totals \$409.22.
- MCC Draw No. 2 dated 3/10/17
  - \$17,608.86 in remedial work including contractor’s fee of 15%;
  - Interest through September 15, 2018 totals \$1,328.33.
- MCC Draw No. 3 dated 4/10/17
  - \$22,664.40 in remedial work including contractor’s fee of 15%;
  - Interest through September 15, 2018 totals \$1,640.00.
- MCC Draw No. 4 dated 5/5/17
  - \$39,132.56 in remedial work including contractor’s fee of 15%;
  - Interest through September 15, 2018 totals \$2,696.29.
- MCC Draw No. 5 dated 6/9/17
  - \$70,661.03 in remedial work including contractor’s fee of 15%;
  - Interest through September 15, 2018 totals \$4,526.47.
- MCC Draw No. 6 dated 7/6/17
  - \$53,642.79 in remedial work including contractor’s fee of 15%;

- Interest through September 15, 2018 totals \$3,312.80.
- MCC Draw No. 7 dated 8/4/17
  - \$28,077.71 in remedial work including contractor's fee of 15%;
  - Interest through September 15, 2018 totals \$1,618.65.
- MCC Draw No. 8 dated 9/1/17
  - \$15,845.10 in remedial work including contractor's fee of 15%;
  - Interest through September 15, 2018 totals \$850.61.
- MCC Draw No. 9 dated 10/9/17
  - \$8,023.33 in remedial work including contractor's fee of 15%;
  - Interest through September 15, 2018 totals \$401.02.
- MCC Draw No. 10 dated 11/2/17
  - \$13,242.20 in remedial work including contractor's fee of 15%;
  - Interest through September 15, 2018 totals \$615.29.
- MCC Draw No. 11 dated 12/1/17
  - \$324.92 in remedial work including contractor's fee of 15%;
  - Interest through September 15, 2018 totals \$13.72.
- MCC Draw No. 12 dated 3/1/17
  - \$4,370 in remedial work including contractor's fee of 15%;
  - Interest through September 15, 2018 totals \$131.09.
- April 2018 Direct Pays for remedial work performed by MCC
  - \$8,015.19 including contractor's fee of 15%;
  - Interest through September 15, 2018 totals \$209.77.

**IT IS FURTHER ORDERED AND ADJUDGED** that judgment is entered in favor of Defendants, the Winterhalters, and against Plaintiff, Green Life, on Count II of the Winterhalters' amended counterclaim. The Winterhalters shall be entitled to their reasonable attorney's fees and costs and the amount of the bond premium required to discharge the claim of lien recorded by Green Life.

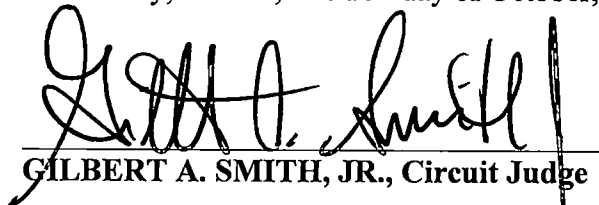
**IT IS FURTHER ORDERED AND ADJUDGED** that the Court reserves jurisdiction to enter an amended or new final judgment awarding the Winterhalters post judgment interest, attorney's fees, and costs, and to enter all orders necessary to enforce and interpret this judgment.

**IT IS FURTHER ORDERED AND ADJUDGED** that pursuant to Section 55.01(2), Florida Statutes, the address of the person against whom judgment is rendered is Green Life Luxury Homes, LLC, 1762 Hawthorne Street, Suite 4, Sarasota, FL 34239.

**IT IS FURTHER ORDERED AND ADJUDGED** that the current post judgment interest payable on this judgment pursuant to Section 55.03(1), Florida Statutes is 6.09%.

**IT IS FURTHER ORDERED AND ADJUDGED** that pursuant to Section 55.10(1) of the Florida Statutes, the address of the person who has a lien as a result of this judgment is Ken Winterhalter and Marsha Winterhalter, 1707 71<sup>st</sup> Street NW, Bradenton, Florida 34209.

**DONE and ORDERED** at Bradenton, Manatee County, Florida, this 10<sup>th</sup> day of October, 2018.

  
GILBERT A. SMITH, JR., Circuit Judge

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