

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

GLLH BUILDERS, LLC

Plaintiff,

v.

Case No.

DR. MARIANNA MORENO and
JAVIER ZAYAS

Defendants.

COMPLAINT

Plaintiff, GLLH Builders, LLC (“GLLH”), sues Defendants, Dr. Marianna Moreno and Javier Zayas (collectively, “Defendants”), and alleges as follows:

Jurisdiction, Parties, and Venue

1. The Court has subject matter jurisdiction under an agreement between the Parties and, under section 26.012(2)(a) of the Florida Statutes, because this is an action for damages in excess of \$50,000, exclusive of interest, costs, and attorneys’ fees.

2. GLLH is a Florida limited liability company with its principal place of business in Sarasota County, Florida.

3. Upon information and belief, Dr. Marianna Moreno is an individual who resides in Salt Lake County, Utah.

4. Upon information and belief, Javier Zayas is an individual who resides in Salt Lake County, Utah.

5. This Court has personal jurisdiction over Defendants, under section 48.193 of the Florida Statutes, because Defendants breached a contract in this state by failing to perform acts required by the contract to be performed in this state.

6. Venue is proper in Sarasota County, FL, under agreements between the Parties, and pursuant to Fla. Stat. § 47.011 because the cause of action accrued in and the subject property in this litigation is located in Sarasota County, FL.

General Allegations

7. GLLH is a residential contractor located in Sarasota, Florida.

8. On or about February 3, 2021, GLLH and the Defendants entered into an agreement (the “Agreement”) for the demolition of an existing home and construction of a new residence on Defendants’ former property located at 1630 South Orange Ave., Sarasota, FL 34239 (the “Property”). The Agreement is attached as Exhibit 1.

9. As a part of the Agreement, Defendants agreed to pay GLLH \$1,698,528.00 (the “Contract Sum”).

10. GLLH immediately began performing under the agreement and assisting Defendants with attaining financing, appraisals, and various other aspects required for the build.

11. Defendants were approved in or about April 2021 for financing and the Property was appraised at a value sufficient for the financing.

12. Shortly after being approved for financing, Defendants contacted GLLH and pressed it on how quickly GLLH could begin with the demolition and construction and requested that GLLH start as soon as possible.

13. GLLH proceeded to, among other things, hire a superintendent, gather required permitting documents, and communicate with sub-contractors.

14. Subsequently, and surprisingly to GLLH, after many months of planning and the execution of the Agreement, Defendants notified GLLH that they would not follow through with their agreement and instead were relocating to Utah.

15. GLLH was performing its contractual obligations related to the Agreement, but Defendants breached by refusing to perform their obligations under the Agreement.

16. Because of the Defendants' actions, GLLH never received any compensation under the Agreement, including the expected profits contemplated by the Agreement.

17. GLLH's lost profits were a direct result of Defendants' actions and refusal to comply with the contract they signed.

18. GLLH's investigation is ongoing and it reserves all rights to bring additional claims against Defendants as warranted and required.

19. All conditions precedent to maintaining this action have occurred, been performed, or have been waived.

20. GLLH engaged the undersigned law firm to represent it in this action, and it is obligated to pay the firm a reasonable fee for its services.

Count I
Breach of Contract

21. GLLH realleges and incorporates by reference the allegations set forth in paragraphs 1 through 20 above.

22. This is a claim against the Defendants for breach of the Agreement for the demolition of an existing home and construction of a new residence on Defendants' Property.

23. The Agreement attached as Exhibit 1 is a valid and binding contract.

24. GLLH fully performed its contractual obligations under the Agreement.

25. With their repudiation, among other violations, of the Agreement, the Defendants materially breached the Agreement.

26. The Defendants' actions and material breaches directly and proximately caused GLLH damages in an amount to be proven at trial, which is in excess of \$50,000, exclusive of interest, costs, and attorneys' fees.

WHEREFORE, GLLH respectfully requests that this Court enter judgment against the Defendants, jointly and severally, for breach of contract, and award GLLH damages incurred as a result thereof, as well as pre- and post-judgment interest, and any other and further such relief as this Court deems proper.

Demand for Jury trial

Under Florida Rule of Civil Procedure 1.430, GLLH demands a trial by jury on all issues so triable.

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on June 21, 2023, the foregoing was electronically filed with the Clerk of the Court by utilizing the Florida Courts E-Filing Portal, which will serve a copy by email to all counsel of record.

/s/ Gregory P. Brown
Attorney