

UNITED STATES DISTRICT COURT
Southern District of Florida

Palm Beach Marine Construction, Inc.,

Plaintiff,

v.

Jeffrey Epstein,

Defendant.

09-80175

FILED by <u>AS</u> D.C. FEB 11 2009 STEVEN M. LARIMORE CLERK U. S. DIST. CT. S. D. of FLA. - MIAMI	Civil Action No. _____
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CIV-RYSKAMP
MAGISTRATE JUDGE
VITUNAC

COMPLAINT

Plaintiff Palm Beach Marine Construction, Inc. ("PBMC" or "Plaintiff") sues Defendant Jeffrey Epstein ("Mr. Epstein" or "Defendant") for Breach of Contract, Foreclosure of Lien, and Quantum Meruit.

Mr. Epstein owes PBMC \$105,000.00. He refuses to pay. PBMC, a marine contractor, provides marine construction services, including the installation of pilings for mooring vessels, and the dredging of fill to facilitate the movement of large boats, such as yachts.

PBMC installed pilings adjacent to Mr. Epstein's dock. It also dredged an enormous quantity of fill from the lake behind Mr. Epstein's house in the Town of Palm Beach.

Mr. Epstein has only paid \$30,000.00 on a \$120,000.00 contract and refuses to accede to PBMC's repeated demands to pay the balance. PBMC has no other recourse but to file this suit and enforce its claim of lien.

I. JURISDICTION AND VENUE

1. This Court has jurisdiction under 28 U.S.C § 1332. The Plaintiff and Defendant are citizens of different States and the amount in controversy exceeds \$75,000.00, exclusive of prejudgment interest, costs, and attorney's fees.
2. PBMC invokes both the legal and equitable jurisdiction of this Court.

3. Venue is proper in this district. Plaintiff principal place of business is in Palm Beach County; Palm Beach County is also where the Defendant owns his vacation home, where the parties executed the contract, and where the property which is the subject of the contract is located.

II. PARTIES

4. PBMC is a registered Florida corporation. At all material times, PBMC was qualified to perform marine contracting services in Palm Beach County, Florida. For jurisdictional purposes, PBMC is a citizen of the State of Florida.
5. Mr. Epstein is the owner of the property located 358 El Brillo Way, Palm Beach, Florida 33480 ("Property"). Upon information and belief, Mr. Epstein is a citizen, for jurisdictional purposes, of the State of New York, or, alternately, a citizen of the United States Virgin Islands. Mr. Epstein is over the age of eighteen and is otherwise *sui juris*.

III. GENERAL ALLEGATIONS

6. On or around August 8, 2008, PBMC, provided a written offer to Douglas Schoettle, Mr. Epstein's authorized representative, to perform the following work: (a) furnish and install eight mooring piles, and (b) dredge and dispose of fill. (See **Exhibit A**).
7. The offer expressly stated the dredging and disposing of fill would have the following price term: "\$7,000.00 PER 50 YD HOPPER (MIN. 2 HOPPERS) ADDITIONAL DREDGING COSTS WILL BE BILLED SEPARATELY @ 7,000 PER 50 YD HOPPER." *Id.*
8. The written offer also provided that a 50% deposit was due on acceptance of the contract.
9. On or around August 28, 2008, Mr. Epstein paid PBMC a 50% deposit of \$15,000.00 (in the form of a check), thereby signifying his acceptance of the written offer. (See **Exhibit B**).
10. Upon Mr. Epstein's acceptance, PBMC's written offer became a binding contract between the parties.
11. PBMC furnished and installed the mooring piles as required under the contract.

12. PBMC dredged and disposed of the fill taken from the lake behind Mr. Epstein's Property, as required under the contract.
13. The total amount of fill dredged from the lake behind Mr. Epstein's Property equaled 17 hoppers.
14. PBMC properly invoiced, on or around September 19, 2008, Mr. Epstein (through his authorized representative, Mr. Schoettle) for the 2 hopper minimum, as stated in the contract. (*See Exhibit C*).
15. On or around October 1, 2008, PBMC properly invoiced Mr. Epstein (through his authorized representative, Mr. Schoettle) for the additional 15 hoppers of fill dredged and removed from the lake behind Mr. Epstein's Property. (*See Exhibit D*).
16. Mr. Epstein has only paid PBMC for the 2 hopper minimum.
17. Regardless of PBMC's repeated demands, Mr. Epstein refuses to pay the \$105,000.00 owed for the additional 15 hoppers, despite acknowledging that PBMC has performed the work (receipts and invoices from third parties showing that the work has been performed were given to Mr. Epstein's representatives).
18. PBMC fully performed its obligations under the contract.
19. The last item of labor, services, and materials required for the improvements upon the Property was furnished on or around October 1, 2008.
20. PBMC has retained the undersigned counsel to sue Mr. Epstein and is obligated to pay undersigned counsel a reasonable fee. PBMC is entitled to recover its attorney's fees pursuant to Fla. Stat. § 713.29 and the contract between the parties.
21. PBMC is entitled to prejudgment interest at the maximum rate provided under Florida law, as stated in the contract. (*See Exhibit A*).
22. PBMC has satisfied all conditions precedent for suit, or such conditions precedent have occurred or have been waived.

IV. CAUSES OF ACTION

Count I — Action to Foreclose on Claim of Lien

19. PBMC restates paragraphs 1 through 22.
20. This is an action to foreclose a construction lien.
21. On October 20, 2008, PBMC recorded a Claim of Lien for \$120,000.00 on the Property.
22. The Claim of Lien was recorded in the Public Records of Palm Beach County, OR BK 22913 PG 1400.¹ (**Exhibit E.**)
23. This Complaint incorporates the Property description in the Claim of Lien. (**Exhibit E.**)
24. PBMC delivered the Claim of Lien to Mr. Epstein and (or) to his authorized representative, Mr. Schoettle, in the time required under Chapter 713, FLORIDA STATUTES.
25. PBMC delivered its contractor's affidavit to Mr. Epstein and (or) to his authorized representative, Mr. Schoettle, in the time required under Chapter 713, FLORIDA STATUTES. (**Exhibit F.**)
26. PBMC has complied with all the requirements of Chapter 713, FLORIDA STATUTES.

WHEREFORE, PBMC requests that this Court:

- a. Recognize PBMC's Claim of Lien in the amount of \$105,000.00, to be due as of the date of the recording of the Claim of Lien, plus prejudgment interest at the maximum rate allow under Florida law, plus costs, and plus attorney's fees, as provided in § 713.29 and under the contract;
- b. Render a personal money judgment against Mr. Epstein;
- c. Order the Property sold to pay PBMC's lien, free and clear of Mr. Epstein's claim upon the Property; and,
- d. Grant such other equitable relief as this Court deems just and proper.

¹ After PBMC recorded its Claim of Lien, Mr. Epstein tendered \$15,000.00 of the \$120,000 claimed. PBMC signed a Partial Satisfaction of Lien for the \$15,000.00. The remaining amount of the claim of lien is \$105,000.00.

Count II — Breach of Contract

27. PBMC restates paragraphs 1 through 22.
28. This is an action for breach of an express contract.
29. The parties entered into an express contract. (**Exhibit A.**)
30. The express contract is a valid contract.
31. Mr. Epstein materially breached the contract when he refused to pay PBMC the balance of the contract price of \$105,000.00.
32. Mr. Epstein's material breach has damaged PBMC.
33. PBMC is entitled to recover its attorney's fees under the contract.

WHEREFORE, PBMC requests that this Court:

- (a) Enter judgment against Mr. Epstein personally for damages in the amount of \$105,000.00, plus prejudgment interest at the maximum rate allow under Florida law, plus costs, and plus attorney's fees as provided under the contract and § 713.29; and,
- (b) Grant such other relief as this Court deems just and proper.

Count III — Quantum Meruit

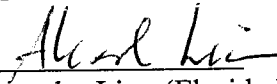
34. PBMC restates paragraphs 1 through 22.
35. In the alternative to its breach of express contract count, PBMC seeks the remedy of quantum meruit, based Mr. Epstein's breach of his implied-in-fact contract with PBMC.
36. PBMC and Mr. Epstein entered into an implied in-fact-contract.
37. Under the implied-in-fact contract between the parties, PBMC performed services that constituted a permanent and valuable improvement to the Property.
38. As of the date of this Complaint, Mr. Epstein has willfully refused to pay for PBMC's permanent and valuable improvements to the Property, despite PBMC's many demands.
39. Mr. Epstein has breached the parties' implied-in-fact contract.
40. Mr. Epstein's breach as damaged PBMC.
41. PBMC is entitled to the reasonable value of its services.

WHEREFORE, PBMC requests that this Court:

- (a) Enter judgment against Mr. Epstein personally for damages in the amount of \$105,000.00, plus prejudgment interest at the maximum rate allow under Florida law, plus costs, and plus attorney's fees as provided under the contract and § 713.29; and,
- (b) Grant such other relief as this Court deems just and proper.

Dated this 11th day of February 2009.

Respectfully Submitted,



Alexander Lian (Florida Bar Number: 571271)
Attorney e-mail address: alian@alexanderlian.com
ALEXANDER LIAN, P.A.
777 Brickell Avenue, Suite 1210
Miami, Florida 33131
Telephone: (305) 381-7910
Facsimile: (305) 381-7135
Attorney Palm Beach Marine Construction, Inc.

EXHIBIT A



1410 Forsythe Road
 West Palm Beach, FL 33405
 561/588-7690 | www.PBMCinc.com

Estimate

Date	Estimate #
08/08/08	E1070

Name / Address
Douglas Schoettle 358 El Brillo Way Palm Beach, FL 33480

Ship To
Douglas Schoettle 358 El Brillo Way Palm Beach, FL 33480

Customer Phone	Customer Fax	Customer Alt. Contact
212-932-0535	212-750-2408	Rich Kahn

Description	Cost	Total
WE PROPOSE TO FURNISH & INSTALL AS DESCRIBED BELOW:		
> FURNISH & INSTALL (8) 12" X 3 X 40' WOOD MOORING PILES CAPPED WITH FLAT COPPER PILING CAPS	2,000.00	16,000.00
> DREDGE AND DISPOSE OF FILL: \$7,000 PER 50 YD HOPPER (MIN. 2 HOPPERS) ADDITIONAL DREDGING COSTS WILL BE BILLED SEPARATELY @ \$7,000 PER 50 YD HOPPER	7,000.00	14,000.00
NOTES: ROCK PUNCHING, IF NECESSARY, TO BE BILLED @ \$500.00 PER HOUR PERMIT NOT INCLUDED PRICING IS GOOD FOR 30 DAYS		
PAYMENT SCHEDULE: 50% DEPOSIT DUE ON ACCEPTANCE OF CONTRACT BALANCE DUE UPON COMPLETION		

Signature (Owner/Agent):	Date:	Total \$30,000.00
Signature (PBMC):	Date:	

AGREEMENT

This contract, dated August 8, 2008 is between Palm Beach Marine Construction, Inc. ("PBMC") and Douglas Schoettle ("Owner"). It concerns improvements to the property located at 358 El Brillo Way, Palm Beach, FL 33480.

In consideration of the mutual covenants contained in this agreement, PBMC and Owner (the "parties") agree as follows:

1. **Expiration of Estimate.** The estimated price quotation ("quoted price") expires in thirty days from the date of the quote. At any time after the expiration date, PBMC may, at its sole option, agree to perform the work specified at the quoted price.
2. **Effective Date.** Once the Owner and PBMC sign this estimate it becomes a contract binding on both parties. The effective date is the date upon which the last party signs.
3. **Scope of Work.** PBMC will perform only the work specified in this contract. The specifications listed in this contract represent the parties' final understanding of the work PBMC is to perform. This contract represents the entire and integrated agreement between the parties and supersedes any prior negotiations, representations, or agreements, either written or oral.
4. **Quoted Price Fluctuations.** The estimated price is subject to fluctuations due to (a) the actual quantity of material used, (b) rock or other hard material, or (c) increases of over 2% in the cost of materials required to perform the specified work.
 - a. Owner understands and agrees that the quoted price represents an estimate of the quantity of material required to perform the specified work. Owner further understands and agrees that at the completion of the project the final amount due to PBMC will be adjusted to reflect the actual quantity of material used.
 - b. If, during performance of specified work, PBMC finds it necessary to punch or remove rock, hardpan, or other impervious material, Owner understands and agrees that PBMC will charge Owner \$500.00 per hour to punch or remove the rock, hardpan, or other impervious material. Owner agrees to pay PBMC \$500.00 per hour for the punching or removal. Owner understands and agrees that this charge is over and above the quoted price.
 - c. Owner understands and agrees that the quoted price is subject to any increase in the price of materials in excess of 2% of the price of the materials on the date upon which PBMC provided the quoted price. Owner understands and agrees that at the completion of the project the final amount due to PBMC will be adjusted to reflect any price increase of over 5% in the materials used to perform the specified work.
5. **Change Order.** Owner agrees to compensate PBMC for any change order PBMC submits for work, not specified in this contract, that PBMC does at Owner's verbal or written request. Owner understands and agrees that the quoted price does not include any work, other than specified in the contract, that Owner desires done.
6. **Termination Date.** Owners understands and agrees that if by one year after the effective date PBMC is unable, due to causes outside of its control, to commence the work specified, the contract—except for this provision—terminates. Owner will be entitled to a refund of monies paid to PBMC minus PBMC's incurred expenses for any work done to benefit the Owner or the Owner's property.

7. **Suitable Work Site.** Owner agrees to provide PBMC a suitable work site. Owner also agrees to facilitate performance of the specified work by, among other things, providing water, electricity, and suitable access. Owner understands that Owner's responsibility to provide a suitable work site and to facilitate PBMC's performance of specified work is not limited to solely providing the items listed.
8. **Required Permits.** Unless otherwise provided in this agreement, Owner agrees Owner will be responsible for acquiring all required permits for PBMC to perform the specified work (or any work done under a change order). Examples of required permits include (but are not limited to) any permits required by federal, state, or local agencies, governmental entities, governing bodies, and those required by private associations, assemblies, or communities. Owner agrees to indemnify PBMC for any penalties or fines PBMC incurs in performing the specified work due to not having a required permit.
9. **Owner-caused Delays.** Owner understands and agrees that PBMC is not responsible or accountable for work that other contractors (including subcontractors) have performed or are performing on the work site. To the extent PBMC is unable to perform the work specified in the contract due to delays attributable to another project on the work site, Owner understands and agrees that Owner is responsible for such delays. Owner agrees to compensate PBMC for reasonable and direct costs associated with such delays. Owner also agrees to compensate PBMC for reasonable and direct costs associated with any other delay for which the Owner is responsible.
10. **Force Majeure.** PBMC will undertake to complete the work specified in the contract in a timely fashion. PBMC will not be liable for any direct or indirect damages to the improvements or Owner's property, or for any direct or indirect delays in performing the work specified, that result from *force majeure*, including, without limitation, hurricanes, tornadoes, floods, fire, or other catastrophic events.
11. **Past Due.** Owner agrees that all invoices are due upon receipt. PBMC will allow a ten (10) day grace period from date invoice is mailed to Owner. Invoices past due will be assessed interest at the maximum rate allowed by law.
12. **Disputes.** In the event of a dispute as to the interpretation or application or an alleged breach of this contract, the parties agree that such dispute **SHALL BE HEARD BY A JUDGE, NOT A JURY**, in Palm Beach County, Florida. The parties further agree the laws of the State of Florida shall govern this contract. The prevailing party shall be entitled to reasonable attorney's fees, including all reasonable attorney's fees and costs related to any appeals.
13. **Severability.** The parties agree that if a court of competent jurisdiction finds any provisions of this contract—or any part of any provision of this contract—invalid, such finding shall not affect the validity of any other provision or part of this contract.
14. **Construction Lien Notice.**

ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (§§ 713.001 to 713.37, Fla. Stat.), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOU'RE CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS OR MATERIALS SUPPLIERS OR NEGLECTS TO MAKE

OTHER LEGALLY REQUIRED PAYMENTS, THE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX AND IT IS RECOMMENDED THAT WHENEVER A SPECIFIC PROBLEM ARISES, YOU CONSULT AN ATTORNEY.

Chapter 558 Notice of Claim.

CHAPTER 558, FLORIDA STATUTES, CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY BRING ANY LEGAL ACTION FOR AN ALLEGED CONSTRUCTION DEFECT. SIXTY DAYS BEFORE YOU BRING ANY LEGAL ACTION, YOU MUST DELIVER TO THE OTHER PARTY TO THIS CONTRACT A WRITTEN NOTICE, REFERRING TO CHAPTER 558, OF ANY CONSTRUCTION CONDITIONS YOU ALLEGE ARE DEFECTIVE AND PROVIDE SUCH PERSON THE OPPORTUNITY TO INSPECT THE ALLEGED CONSTRUCTION DEFECTS AND TO CONSIDER MAKING AN OFFER TO REPAIR OR PAY FOR THE ALLEGED CONSTRUCTION DEFECTS. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER WHICH MAY BE MADE. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER THIS FLORIDA LAW WHICH MUST BE MET AND FOLLOWED TO PROTECT YOUR INTERESTS.

Palm Beach Marine Construction, Inc.

Owner

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

EXHIBIT B

Jeffrey E. Epstein 8100 Red Hook Quarters Suite B-3 St. Thomas USVI 00982		JPMORGAN CHASE BANK NEW YORK, NY 10048 1-4-10	1194 8/28/2008
PAY TO THE ORDER OF	Palm Beach Marine Construction, Inc. Fifteen Thousand and 00/100	\$ 15,000.00	DOLLARS
Palm Beach Marine Construction, Inc. 1410 Forsythe Road West Palm Beach, FL 33408		<i>Jeffrey Epstein</i>	
MEMO	Estimate # E1070 - 50% Deposit	001194 150210000210739160438	

DO NOT WRITE IN THESE SPACES

DO NOT WRITE IN THESE SPACES

EXHIBIT C

Invoice

Palm Beach Marine Construction, Inc.

1410 Forsythe Road
West Palm Beach, FL 33405

Date	Invoice #
9/19/08	770

Bill To
Douglas Schoettle 358 El Brillo Way Palm Beach, FL 33480

Ship To
Douglas Schoettle 358 El Brillo Way Palm Beach, FL 33480

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	Due on receipt		9/19/08			
Quantity	Item Code	Description			Price Each	Amount
	001	Balance due on Contract E1070			15,000.00	15,000.00
					Total	\$15,000.00

EXHIBIT D

Invoice

Palm Beach Marine Construction, Inc.

1410 Forsythe Road
West Palm Beach, FL 33405

Date	Invoice #
10/1/08	774

Bill To
Douglas Schoettle 358 El Brillo Way Palm Beach, FL 33480

Ship To
Douglas Schoettle 358 El Brillo Way Palm Beach, FL 33480

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	Due on receipt		10/1/08			
Quantity	Item Code	Description			Price Each	Amount
15	001	Hoppers dredging & trucking			7,000.00	105,000.00
					Total	\$105,000

EXHIBIT E



CFN 20080382572
OR BK 22913 PG 1400
RECORDED 10/20/2008 14:32:21
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pg 1400; (1pg)

Return to:
Palm Beach Marine Construction, Inc.
1410 Forsythe Road
West Palm Beach, FL 33405

CLAIM OF LIEN

To owner(s) Jeffrey Epstein of the premises hereinafter described, and to all interested parties who may be concerned:

You are hereby notified that Palm Beach Marine Construction, Inc. hereinafter "Claimant", hereby claims a lien in the sum of \$120,000.00 plus interest and upon the following described property, (provide legal description or Attach Exhibit A):

358 El Brillo Way, Palm Beach, Florida 33480

*El Bravo Park being all of Lot 40
and the west 24.3 ft. of Lot 39
Plat Book 9 Page 9*

together with all improvements thereon.

This lien is recorded pursuant to FLORIDA Statutes and Claimant claims a lien upon said property and improvements thereon in the amount aforesaid.

Signed and dated this 20th day of October, 2008.

COMPANY NAME

Palm Beach Marine Construction, Inc.

By: _____

STATE OF Florida
County of Palm Beach

SUBSCRIBED and SWORN TO before me on October 20th, 2008 by Javier Quevedo, who is personally known by me.

4/14/2012 Lynne Bacchiocchi
My Commission expires: Notary Public:



STATE OF FLORIDA • PALM BEACH COUNTY

I hereby certify that the foregoing is a true copy of the record in my office.

THIS 20th DAY OF Oct, 2008
SHARON R. BOCK
CLERK & COMPTROLLER

By _____
DEPUTY CLERK

EXHIBIT F

CONTRACTOR'S FINAL PAYMENT AFFIDAVIT

STATE OF FLORIDA
COUNTY OF PALM BEACH

Before me, the undersigned authority personally appeared JAVIER QUEVEDO, who after being duly sworn, deposes and says of his or her personal knowledge the following:

1. He is the President, of Palm Beach Marine Construction Inc., which does business in the State of Florida, hereinafter referred to as the "Contractor."
2. Contractor, pursuant to a contract with Jeffrey Epstein, hereinafter referred to as the "Owner," has furnished or caused to be furnished labor, materials, and services for the construction of certain improvements to real property as more particularly set forth in said contract.
3. This affidavit is executed by the Contractor in accordance with section 713.06 of the Florida Statutes for the purposes of obtaining final payment from the Owner in the amount of \$ 120,000.00.

4. All work to be performed under the contract has been fully completed, and all lienors under the direct contract have been paid in full, except the following listed lienors:

Southern Waste, 790 Hillbrath Dr., Lantana, FL 33462

Signed, sealed, and delivered this 24th day of November, 2008

By [Signature]
Title: President
Business Name: Palm Beach Marine Construction Inc.

Sworn to and subscribed before me this 24th day of November, 2008, by Javier Quevedo who is personally known to me, or produced _____ as identification.

[Signature]
Notary Public

My Commission expires: 4/14/2012

JS 44 (Rev. 2/08)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.) **NOTICE: Attorneys MUST Indicate All Re-filed Cases Below.**

I. (a) PLAINTIFFS

Palm Beach Marine Construction, Inc.

CIV-RYSKAMP

(b) County of Residence of First Listed Plaintiff Palm Beach County
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorney's (Firm Name, Address, and Telephone Number)

Alexander Lian, P.A.
777 Brickell Avenue, Suite 1210
Miami, Florida 33131

**MAGISTRATE JUDGE
VITUNAC**

DEFENDANTS

Jeffrey Epstein

09-80175

County of Residence of First Listed Defendant
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION D.C. CONTRACT LAND INVOLVED.

Attorneys (If Known)

Chester Brewer
250 Australian Ave. South

FILED by ASB, D.C.
FEB 11 2009
STEVEN M. LARIMORE
CLERK U.S. DIST. CT
S.D. OF FLA. - MIAMI BEACH
HIGHLANDS

(d) Check County Where Action Arose: MIAMI-DADE MONROE BROWARD PALM BEACH MARTIN ST. LUCIE INDIAN RIVER MIAMI BEACH HIGHLANDS

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff
- 2 U.S. Government Defendant
- 3 Federal Question (U.S. Government Not a Party)
- 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

	PTF	DEF		PTF	DEF
Citizen of This State	<input type="checkbox"/>	<input type="checkbox"/>	Incorporated or Principal Place of Business in This State	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Citizen of Another State	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Incorporated and Principal Place of Business in Another State	<input type="checkbox"/>	<input type="checkbox"/>
Citizen or Subject of a Foreign Country	<input type="checkbox"/>	<input type="checkbox"/>	Foreign Nation	<input type="checkbox"/>	<input type="checkbox"/>

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury PERSONAL INJURY <input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus-Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS	SOCIAL SECURITY	FEDERAL TAX SUITS
<input type="checkbox"/> 210 Land Condemnation <input checked="" type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	<input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> Habeas Corpus: <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition	<input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g))	<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS--Third Party 26 USC 7609

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding
- 2 Removed from State Court
- 3 Re-filed- (see VI below)
- 4 Reinstated or Reopened
- 5 Transferred from another district (specify)
- 6 Multidistrict Litigation
- 7 Appeal to District Judge from Magistrate Judgment

VI. RELATED/RE-FILED CASE(S).

a) Re-filed Case YES NO
 b) Related Cases YES NO
 (See instructions second page): JUDGE _____ DOCKET NUMBER _____

VII. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing and Write a Brief Statement of Cause (Do not cite jurisdictional statutes unless diversity):

Claim of Lien for Unpaid Services Under Contract to Improve Property

LENGTH OF TRIAL via 2 days estimated (for both sides to try entire case)

VIII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23 **DEMAND \$** 105,000.00+ **JURY DEMAND:** Yes No

ABOVE INFORMATION IS TRUE & CORRECT TO THE BEST OF MY KNOWLEDGE

SIGNATURE OF ATTORNEY OF RECORD

Alexander Lian

DATE

2/11/09

FOR OFFICE USE ONLY

AMOUNT \$350.00 RECEIPT # 995125 IFP

02/11/09