

IN THE COUNTY COURT IN AND FOR DUVAL COUNTY, FLORIDA

FLORIDA ROOF SPECIALISTS, INC.,
a Florida corporation,

Plaintiff,

Case No.: [REDACTED]

v.

[REDACTED],

Defendant.

_____ /

**FINAL ORDER GRANTING DEFENDANTS' MOTION
TO DISMISS COMPLAINT**

THIS CAUSE having come before the Court for hearing on May 7, 2025 on Defendants' Motion to Dismiss Complaint with Prejudice [D10] (the "Motion"). The Court, having reviewed the Motion, Plaintiff's Response in Opposition, Defendant's supplemental materials filed in support of the Motion; having heard the argument of counsel; and being otherwise fully advised of the premises, it is hereby,

ORDERED and ADJUDGED that:

1. The Motion is **GRANTED and this action is hereby DISMISSED**. The two counts of the Complaint for enforcement of construction lien (Count I) and breach of contract (Count II) rely entirely on the viability of the Customer/Contractor Agreement attached to, and incorporated within, the Complaint, and the Court finds that this purported contract is unenforceable pursuant to the authority of *Gables / Townhomes, Inc. v. Sunmark Restoration, Inc.*, 687 So. 2d 6 (Fla. 3d DCA 1996) and *Martin v. Jack Yanks Const. Co.*, 650 So. 2d 120 (Fla. 3d DCA 1995). No price or specific scope of work is listed in the Customer/Contractor Agreement nor is there a way to determine the price from the Customer/Contractor Agreement, rendering it

illusory.¹ As a matter of law, the Customer/Contractor Agreement—which is the foundation of the Complaint—cannot support Plaintiff’s contract and construction lien claims.

2. This Court also finds that Florida Statute § 489.147 does not salvage the otherwise illusory Customer/Contractor Agreement. In fact, if anything, the statute invalidates the Customer/Contractor Agreement because Plaintiff did not provide a good faith estimate *with* the Customer/Contractor Agreement, as mandated by the statute. Per the Complaint, the April 17, 2023, estimate was dated and provided days after the Customer/Contractor Agreement, which falls short of the statutory requirement.

3. In light of the unenforceability of the Customer/Contractor Agreement, this Court **FURTHER ORDERS** that Plaintiff’s Claim of Lien with respect to Defendant’s real property located at [REDACTED] [REDACTED] of the Official Records of Duval County, Florida, is hereby **RELEASED** and **DISCHARGED**. The Clerk of Court is hereby **DIRECTED** to record this Final Order in the Official Records of Duval County, Florida.

¹ The Court notes another court has reached the same conclusion with respect to an identical Customer/Contractor Agreement. See Final Order Granting Motion to Dismiss, *Florida Roof Specialists, Inc. v. Gloria A. Arthur*, No. 2024-001865-CO (Fla. Pinellas Cnty. Ct. July 31, 2024) (on appeal). The Court also notes that this Court reached the same conclusion in *Florida Roof Specialists, Inc. v. Arnitra Nakomis Chester a/k/a Arnitra Chester-Jackson and Arnett Anthony Jackson*, No. 16-2022-CC-016973-XXXX-MA (Fla. Duval Cnty. Ct. Dec. 6, 2024) (granting summary judgment in favor of the defendant homeowner), where, even though there was not a response to the summary judgment motion, the Court was required to analyze undisputed facts and determine whether, under the same case law cited by Defendant here, the defendant was entitled to summary judgment as a matter of law. See *Fuentes v. Luxury Outdoor Design, Inc.*, 361 So. 3d 385, 387 (Fla. 4th DCA 2023).

4. The Court reserves jurisdiction to determine entitlement to and amount of attorneys' fees and costs upon separate motion.

DONE AND ORDERED in Jacksonville, Duval County, Florida on Tuesday, October 7, 2025.

10/07/2025 11:18:30 AM


ROBIN E. LANIGAN, COUNTY JUDGE

Robin Lanigan, Judge

10/07/2025 11:18:30 AM

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