

IN THE CIRCUIT COURT OF THE NINETEENTH JUDICIAL CIRCUIT
IN AND FOR INDIAN RIVER COUNTY, FLORIDA

SOUTHEAST SERVICES OF THE
TREASURE COAST, INC., a Florida
Profit Corporation,

CASE NO. 312025CA000561AXXXVB

Plaintiff,

v.

DAMIEN H. GILLIAMS, and
BONNIE F. GILLIAMS,

Defendants.

COMPLAINT

Plaintiff, SOUTHEAST SERVICES OF THE TREASURE COAST, INC. (“Plaintiff”), by and through its undersigned counsel, hereby sues the Defendants, DAMIEN H. GILLIAMS and BONNIE F. GILLIAMS (collectively, “Defendants”), and alleges the following:

1. Plaintiff is a Florida Profit Corporation authorized to do business and transacting business in the State of Florida.
2. Damien H. Gilliams is an individual residing in Indian River County, Florida.
3. Bonnie F. Gilliams is an individual residing in Indian River County, Florida.
4. Defendants are the title owners of property located at 490 US Highway 1, Sebastian, FL 32958 (the “Property”) with the following legal description: Parcel ID: 2 31390600020009000001.0; Lots 1 through 5, Block 9, Edgewater Park Subdivision, According to the Plat thereof recorded in Plat Book 5, Page 25 of the Public records of Indian River County, Florida.

5. Venue is proper in this Court as the cause of action accrued in Indian River County, the subject Property is located in Indian River County, and the money owed is meant to be paid to Plaintiff in Indian River County.

6. Jurisdiction is proper in circuit court because Count II for Lien Foreclosure is an action in equity.

7. Defendants own and operate a business establishment called the No Name Bar located on the Property.

8. On or about February 19, 2024, Plaintiff contracted with Damien H. Gilliams to provide construction services related to the installation of a lift station at No Name Bar (the “Project”). *A true and accurate copy of the contract is attached hereto as **Exhibit A**.*

9. On or about July 23, 2024, Plaintiff sent Damien H. Gilliams an invoice for the work to be performed at the Property. *A true and accurate copy of the invoice is attached hereto as **Exhibit B**.*

10. On or about August 1, 2024, Plaintiff served Defendants with its Notice to Owner/Notice to Contractor relating to the Project. *A true and accurate copy of the Notice to Owner is attached hereto as **Exhibit C**.*

11. Plaintiff commenced work on the Project on July 8, 2024, and the work was completed on March 6, 2025.

12. The total value of labor, material and equipment for the services provided by Plaintiff was \$48,490.00, of which the total sum of \$26,740.00 remains unpaid and outstanding.

13. On March 28, 2025, within 90 days of final work on the Project, Plaintiff recorded its Amended Claim of Lien against the Defendants for the remaining balance. *A true and accurate copy of the Amended Claim of Lien is attached hereto as **Exhibit D**.*

14. All conditions precedent to bringing this action have occurred, have been waived, or otherwise, been satisfied.

15. Plaintiff has hired the undersigned counsel and the law firm of WhiteBird, PLLC to represent its interests in this matter and is obligated to pay them reasonable attorneys' fees.

16. Plaintiff is entitled to recover its reasonable attorneys' fees and costs incurred herein from Defendants pursuant to Fla. Stat. 713.29.

COUNT I – BREACH OF CONTRACT AGAINST DAMIEN H. GILLIAMS

17. Plaintiff realleges and incorporates paragraphs 1 – 16 above herein.

18. Plaintiff has performed its duties and obligations under the contract.

19. Damien H. Gilliams has breached the terms of the contract by failing and refusing to pay the sums due and referenced in paragraph 12 above.

20. Plaintiff is obligated to pay the undersigned a reasonable attorney's fee for services rendered for which Damien H. Gilliams is liable pursuant to the terms of the contract.

WHEREFORE, Plaintiff demands judgment against Damien H. Gilliams for damages, including pre-judgment interest, post-judgment interest, costs and attorney's fees.

COUNT II – CONSTRUCTION LIEN FORECLOSURE AGAINST DEFENDANTS

21. Plaintiff realleges and incorporates paragraphs 1 – 16 above herein.

22. Due to Defendants non-payment of the amounts owed, Plaintiff recorded the Amended Claim of Lien on March 28, 2025, in Indian River County Official Records at Book 3764, Page 1633. *See Exhibit D.*

23. Plaintiff's first day of work was July 8, 2024, and the last day of work was March 6, 2025. As such, the Amended Claim of Lien was timely recorded within 90 days of Plaintiff's last day of work.


24. Plaintiff served its Contractor's Final Payment Affidavit in compliance with Section 713.18, Fla. Stat. more than 5 days prior to filing this Complaint. *A copy of the Contractor's Final Payment Affidavit is attached hereto as **Exhibit E**.*

25. Plaintiff is obligated to pay the reasonable attorney's fee for services rendered for which Defendants are liable pursuant to Fla. Stat. 713.29.

WHEREFORE, Plaintiff prays this Court enters a judgment establishing the amount of Plaintiff's lien against the Property, including pre-judgment interest, post-judgment interest, costs and attorney's fees and if such amount is not paid within a time to be set by the Court, order the judicial sale of the Property with the proceeds to be distributed to Plaintiff, and for such further relief as may be just and equitable under the circumstances.

Dated this 24th day of July, 2025.

WhiteBird, PLLC
Counsel for Plaintiff
1701 Highway A1A, Suite 208
Vero Beach, FL 32963
Telephone: (772) 610-5580
Emails: *smickley@whitebirdlaw.com*
twelch@whitebirdlaw.com

By: 

Sean A. Mickley, Esq.
FBN: 84494

EXHIBIT A



Southeast Services of the Treasure Coast, Inc. CG
 815 10th Court SW
 Vero Beach, FL 32962 US
 (772)226-7416
 seservices@bellsouth.net

Proposal

ADDRESS

Damien Gilliams
 re: No Name Bar
 490 US Hwy. 1
 Sebastian, FL 32958

PROPOSAL # 6011

DATE 02/08/2024

P.O. NUMBER
 Sanitary Sewer

JOB LOCATION
 490 US Hwy. 1 Sebastian

| DATE | ACTIVITY | QTY | RATE | AMOUNT |
|------|---|-----|-----------|-----------|
| | Services:Underground Asset (New) South East Services (SES) proposes to excavate while dewatering area of wet well. SES will install well and valve box to proper designed grade while invert being set approx. 10 vertical feet below grade. SES will set well and valve box as not to float. SES will run approx. 155 LF of 2" force main and connect to existing, newly installed Indian River County sewer force main at client's property corner. After electric is run to panel (by others) SES will start up with inspection, SES will abandon both existing septic tank and field, SES will grade area to be sodded by others. | | | |
| | NOTE: A deposit is required of 50% \$27,665.00 24,740.00 | | | |
| | Services:Underground Asset (New) Abandonment Tank. Drill Holes + Crush Tank | 1 | 1,850.00 | 1,850.00 |
| | Services:Underground Asset (New) Abandonment of Field. | 1 | 4,990.00 | 4,990.00 |
| | Services:Underground Asset (New) Parts. | 1 | 36,790.00 | 36,790.00 |
| | Services:Underground Asset (New) Well points. | 1 | 4,800.00 | 4,800.00 |
| | Services:Underground Asset (New) Installation of force main and connection labor. | 1 | 6,900.00 | 6,900.00 |
| | Services:Underground Asset (New) Start up, N/C. | 1 | 0.00 | 0.00 |

Southeast Services offers the above services in this proposal only. All proposals based on hourly rates are billed inclusive of travel time unless noted otherwise. Our proposal does not

TOTAL

\$55,330.00

- 1,850.00
 53,480.00

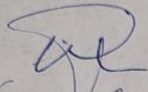
include Fuel surcharges, dump fees, retainage, surveys,
engineering fees, as built, layouts, permits, M-O-T, sod
replacement etc., unless otherwise noted.



Client is responsible for clean water supply and dump site for all
vacuum truck jobs.

Southeast Services will charge to client any costs for special
conditions (coverages) needed in regards to insurance
requirements that are not standard within our policy.

Accepted By


Damien Givens

Accepted Date

2-19-24

THIS JOB IS SUBJECT TO MBV Engineering Drawings



EXHIBIT B

INVOICE

Southeast Services of the
Treasure Coast, Inc. CG
815 10th Court SW
Vero Beach, FL 32962

seservices@bellsouth.net
+1 (772) 226-7416



Damien Gilliams/No Name Bar

Bill to
Damien Gilliams
re: No Name Bar
490 US Hwy. 1
Sebastian, FL 32958

Ship to
Damien Gilliams
490 US Hwy. 1
Sebastian, FL 32958

Invoice details
Invoice no.: 31853
Terms: Net 15
Invoice date: 07/23/2024
Due date: 08/07/2024

P.O. Number: Sanitary Sewer
Job Location: 490 US Hwy. 1 Sebastian

| # | Date | Product or service | Description | Qty | Rate | Amount |
|----|------------|-------------------------|---|-----|-------------|-------------|
| 1. | 07/23/2024 | Underground Asset (New) | Balance of Contract South East Services (SES) excavated while dewatering area of wet well. SES installed well and valve box to proper designed grade while invert set approx. 10 vertical feet below grade. SES set well and valve box as not to float. SES ran approx. 155 LF of 2" force main and connect to existing, newly installed Indian River County sewer force main at client's property corner. After electric was run to panel (by others) SES started up with inspection, SES abandoned both existing septic tank and field, SES graded area to be sodded by others. | | | |
| 2. | | Underground Asset (New) | Abandonment of Field. | 1 | \$4,990.00 | \$4,990.00 |
| 3. | 07/23/2024 | Underground Asset (New) | Parts. | 1 | \$36,790.00 | \$36,790.00 |
| 4. | 07/23/2024 | Underground Asset (New) | Well points. | 1 | \$4,800.00 | \$4,800.00 |
| 5. | 07/23/2024 | Underground Asset (New) | Installation of force main and connection labor. | 1 | \$6,900.00 | \$6,900.00 |
| 6. | 07/23/2024 | Underground Asset (New) | Start up, N/C. | 1 | \$0.00 | \$0.00 |

Note to customer

Client may be held liable for any administration and or legal fees incurred due to non payment of invoicing, this also includes any fees incurred by the filing of a lien against serviced property.

Total

\$26,740.00

Overdue

08/07/2024

EXHIBIT C

WARNING! FLORIDA'S CONSTRUCTION LIEN LAW ALLOWS SOME UNPAID CONTRACTORS, SUBCONTRACTORS, AND MATERIAL SUPPLIERS TO FILE LIENS AGAINST YOUR PROPERTY EVEN IF YOU HAVE MADE PAYMENT IN FULL.

UNDER FLORIDA LAW, YOUR FAILURE TO MAKE SURE THAT WE ARE PAID MAY RESULT IN A LIEN AGAINST YOUR PROPERTY AND YOUR PAYING TWICE. TO AVOID A LIEN AND PAYING TWICE, YOU MUST OBTAIN A WRITTEN RELEASE FROM US EVERY TIME YOU PAY YOUR CONTRACTOR: SOUTHEAST SERVICES OF THE TREASURE COAST, INC., AT 7722267416

08/01/2024

NOTICE TO OWNER/NOTICE TO CONTRACTOR

41190

Certified #:9407136208551613907623
OWNER

CONTRACTOR
NOT APPLICABLE

DAMIEN AND BONNIE GILLIAMS
1623 NORTH US HIGHWAY 1, UNIT A-5
SEBASTIAN, FL 32958

The undersigned hereby informs you that he or she has furnished or is furnishing services or materials as follows:

PROVIDE AND INSTALL LIFT STATION

Job Number:318531

For improvement of the real property identified as:

NO NAME BAR 490 US HWY. 1, SEBASTIAN, FL
LOT:1 PB/ORB:1 PAGE:23 SUB:EDGEWATER PARK
INDIAN RIVER COUNTY FL

Under an order given by:

DAMIEN GILLIAMS

Florida law prescribes the serving of this Notice and restricts your right to make payments under your contract in accordance with Section 713.06 Fl. Stat. If job is bonded under Section 713.23 Fl. Stat., Section 255.05 Fl. Stat., Title 40 U.S.C. Section 270 or any other form of bond, this will serve as preliminary notice and the firm sending this notice will look to such bond for protection and payment. If any such bond exists, copies of them are requested by the undersigned. Pursuant to Fl. Stat. 713.16(1) please furnish a copy of your direct contract with the contractor. Request for Sworn Statement of Account must be addressed to: **SOUTHEAST SERVICES OF THE TREASURE COAST, INC. - 815 10TH COURT SW, VERO BEACH FL 32962**

IMPORTANT INFORMATION FOR YOUR PROTECTION

Under Florida's law, those who work on your property or provide materials and are not paid have a right to enforce their claim for payment against your property. This claim is known as a construction lien. If your contractor fails to pay subcontractors or material 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.**

PROTECT YOURSELF

-RECOGNIZE that this Notice to Owner may result in a lien against your property unless all those supplying a Notice to Owner have been paid.

-LEARN more about the Construction Lien Law, Chapter 713 Part 1, Florida Statutes, and the meaning of this notice by contacting an attorney or the Florida Department of Business and Professional Regulation.

Lienor: SOUTHEAST SERVICES OF THE TREASURE COAST, INC.
815 10TH COURT SW
VERO BEACH, FL 32962

BY: Joe Saka

Joe Saka, As Agent

EXHIBIT D

3120250015454 RECORDED IN THE RECORDS OF RYAN L. BUTLER, CLERK OF CIRCUIT COURT INDIAN RIVER CO FL
BK: 3764 PG: 1633, 3/28/2025 1:29 PM

PREPARED BY:
ROBERT K. FORESS
SOUTHEAST SERVICES OF
THE TREASURE COAST, INC.
815 10TH COURT SW
VERO BEACH, FL 32962

****AMENDED CLAIM OF LIEN****
****AMENDS LIEN RECORDED ON 10/29/2024****
OFFICIAL RECORDS BOOK: 3733 PAGE: 1809

THIS LEGAL DOCUMENT REFLECTS THAT A CONSTRUCTION LIEN HAS BEEN PLACED ON THE REAL PROPERTY LISTED HEREIN. UNLESS THE OWNER OF SUCH PROPERTY TAKES ACTION TO SHORTEN THE TIME PERIOD, THIS LIEN MAY REMAIN VALID FOR ONE YEAR FROM THE DATE OF RECORDING, AND SHALL EXPIRE AND BECOME NULL AND VOID THEREAFTER UNLESS LEGAL PROCEEDINGS HAVE BEEN COMMENCED TO FORECLOSURE OR TO DISCHARGE THIS LIEN.

STATE OF FLORIDA)
COUNTY OF INDIAN-RIVER)

BEFORE ME, the undersigned authority, personally appeared, ROBERT K. FORESS, who after being duly sworn, deposes and says that HE is the PRESIDENT, of the lienor, SOUTHEAST SERVICES OF THE TREASURE COAST, INC., and that in pursuance of a contract with DAMIEN GILLIAMS AND BONNIE GILLIAMS. The Lienor furnished labor, materials, and/or services consisting of LIFT STATION AND INSTALLATION on the following described real property located in INDIAN-RIVER County, Florida:

NO NAME BAR, 490 US HIGHWAY 1, SEBASTIAN, FL
LOT: 1-5 BLOCK: 9 PB/ORB: 1 PAGE: 23 SUBDIVISION: EDGEWATER PARK REPLAT
PUBLIC RECORDS INDIAN-RIVER COUNTY, FLORIDA

Which property is owned by: DAMIEN GILLIAMS AND BONNIE GILLIAMS

Said labor, materials, and/or services were of a total value of \$53,480.00 of which there remains unpaid \$26,740.00. The first of said labor, materials, and/or services was furnished on 7/08/2024 and the last of same on 3/06/2025; and if the lienor is required to serve his Notice to Owner on the owner, contractor or subcontractor, they were served on 8/01/2024, by certified mail and/or common carrier delivery.

SOUTHEAST SERVICES OF THE TREASURE COAST, INC.
815 10TH COURT SW
VERO BEACH, FL 32962
772-226-7416

BY: _____

ROBERT K. FORESS - PRESIDENT

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 27th day of March 2025, by Robert K. Foress, who ☒ is personally known to me or who ☐ produced _____ as identification.

Notary Public - State of Florida



MARY JEANNE WILSON
Commission # HH 274614
Expires August 10, 2026

EXHIBIT E

Contractor's Final Payment Affidavit

STATE OF FLORIDA

COUNTY OF INDIAN RIVER

Before me, the undersigned authority, personally appeared Rober Foress ("Affiant"), who, after being first duly sworn, deposes and says of his/her personal knowledge the following:

1. He is the President (title of affiant), of Southeast Services of the Treasure Coast, Inc., which does business in the state of Florida, hereinafter referred to as the "Contractor."
2. Contractor, pursuant to a contract with Damien H. Gilliams on behalf of Damien H. Gilliams and Bonnie Fey Gilliams (hereinafter referred to as the "Owner") has furnished or caused to be furnished labor, materials, and services for the construction of septic lift station and associated equipment improving real property as described below:

490 US Highway 1
Sebastian, Florida 32958
Parcel ID: 31390600020009000001.0

3. This affidavit is executed by the Contractor in accordance with Section 713.06, Florida Statutes, for the purposes of obtaining final payment from the Owner in the amount of \$26,740.00.
4. All work to be performed under the contract has been fully completed as of March 6, 2025, and all lienors under the direct contract have been paid in full.

Signed, sealed, and delivered this 16th day of June, 2025.

Print name: Robert Foress

Sworn to and subscribed before me this 16th day of June, 2025 by Robert Foress who is (☒) personally known to me or

() produced _____ as identification.

Signature of Notary: _____

(Seal)

Print, type or stamp name of Notary: Mary Jeanne Wilson

Commission Expiration Date: August 10th, 2026



MARY JEANNE WILSON
Commission # HH 274614
Expires August 10, 2026