



# The Law Offices of Neyza L. Guzman, P.L.L.C.

Attn:

Tony Richards  
DBA Fierce Construction Inc.  
162 SW Pinemount Rd.  
Lake City, Florida 32024

Sent via: U.S. Certified Mail, Return Receipt Requested and via email at:  
*Tony@fierceconstruction.com*

27 January 2022

**NOTICE OF TERMINATION**  
**OF INDEPENDENT CONSTRUCTION AGREEMENT**  
**AND DEMAND FOR DAMAGES**

PLEASE BE ADVISED that Matthew and Lena Brinkley (hereinafter, “M. Brinkley”, “L. Brinkley, or collectively “Brinkley’s”) has retained the services of The Law Offices of Neyza L. Guzman, PLLC. to enforce its rights under the Independent Contractor Agreement (hereinafter, the “Agreement”) that was entered into on September 28, 2020, between the Brinkley’s, Tony Richards (hereinafter, “Richards”), and Fierce Construction (hereinafter, “Fierce”).

The Agreement signed between the parties is a valid, binding, and enforceable contract under the laws of the State of Florida whereby an offer was made and accepted between the Brinkley’s, Richards, and Fierce with consideration in the form of the Brinkley’s providing money to Richards and Fierce in exchange for construction services. This Agreement was fully

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negotiated between the parties and demonstrates a complete and total integration of the Agreement.

Under the terms of the Agreement, section 3. “TERM/TERMINATION”, either party may terminate the Agreement upon 15 days written notice. Please be advised that this notice serves as official election by the Brinkley’s to terminate their relationship with Richards and Fierce under this provision of the mutually assented to Agreement.

Pursuant to section 3. “TERM/TERMINATION” of the Agreement, this contract is terminable at will meaning the parties to the contract may terminate their relationship at any time during the contract period without providing any reason for termination. The Brinkley’s, while not having to provide any reason for termination, further assert a claim of damages against Richards and Fierce for damages including, but not limited to, code violations, missing windows, missing footers, incorrect plumbing, incorrect product delivery (i.e., did not receive the premanufactured home the Brinkley’s contracted for), etc.

The Brinkley’s have paid approximately 75% thus far however, there remains approximately 40% of the total work, especially taking into consideration that much of the work that was completed must be redone due to improper installation, noncompliance with current construction and building code, and other, like damages. Richards and Fierce have been overpaid by the Brinkley’s and, as a result, funds have been misallocated due to the fact that Richards and Fierce were paid for work that was not completed (i.e., framing, plumbing, etc.) by

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Richards nor Fierce. Moreover, Richards and Fierce have refused to account for where the misallocated funds have gone nor have they provided invoices from Smithbuilt, the provider of the prefabricated home. The invoice was requested upon discovering that the home that was delivered was not the home the Brinkley's had contracted for nor did it match the plans that were provided.

The Brinkleys have suffered damages in the form of out of pocket expenses for material, labor, work performed by the Brinkleys, incorrect materials ordered by contractors, correcting code violations in the work performed by contractor, and extended rent and storage payments due to Richards and Fierce's failure to timely finish the agreed upon work.

Under the terms of the provisions of the mutually signed and agreed Independent Contractor Agreement, the Brinkley's demand payment in the amount of \$250,405.00 (Two Hundred and Fifty Thousand Four Hundred and Five Dollars within 10 (ten) days of the receipt of this letter or the Brinkley's intend to pursue all available remedies available to them by law and will request the court to enter an order for these damages, attorney's fees, and court costs, as well as all other remedies that the court deem just and proper.

Please govern yourself accordingly.

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Should you have any questions or concerns, please direct all communications from here on to our offices by emailing [admin@lawofficesofng.com](mailto:admin@lawofficesofng.com) or calling us at (321) 222-7426. Please do not contact the Brinkleys at any point following the receipt of this letter.

We look forward to amicably and quickly resolving this matter with you.

Thank you!

Kind regards,

/s/ **Neyza L. Guzman, Esquire**

Neyza L. Guzman, Esquire

FL Bar No. 1024403

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*Attorney for Lena and Matthew Brinkley*

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