

_____ County Magistrate Court
State of Georgia

-----X
E) Case no. _____
)
) *Plaintiff,*)
)
)
 - against -) SUMMONS
)
)
)
 SS, HR & NY)
)
)
 Defendants.)
-----X

You are hereby summoned to answer the complaint in this action and to serve a copy of your answer, or if the complaint is not served with this summons, to serve a notice of appearance, on the Plaintiff within 20 days after the service of this summons, exclusive of the day of service (or within 30 days after the service is complete if this summons is not personally delivered to you within the State of Georgia); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

The basis of venue is the principal place of business of the Plaintiff, which is _____.

Dated: _____ by: _____

Plaintiff, by its attorney, _____, complaining of the Defendants above-named, respectfully submits to this court and alleges as follows:

THE PARTIES

1. Plaintiff E is a domestic corporation duly organized and existing under and by virtue of the laws of the State of Georgia having its principal place of business at _____.
2. Upon information and belief, Defendant No. 1 SS is a domestic corporation duly organized and existing under and by virtue of the laws of the State of Georgia having its principal place of business at _____.
3. Upon information and belief, Defendant No. 2 HR is a domestic corporation duly organized and existing under and by virtue of the laws of the State of Georgia having its principal place of business at _____.
4. Upon information and belief, Defendant resides _____.

JURISDICTION AND VENUE

5. Jurisdiction is proper under O.C.G.A. § 33-4-1
6. Venue is proper in Georgia pursuant to O.C.G.A. § 33-4-1 because it is the county in which Plaintiff has its principal place of business.

FACTS

7. In this action E seeks to file a complaint against SS, HR and NY on the basis of underlying grounds.
8. Upon information and belief, at all times relevant to the Complaint, SS was and/or still is the owner of the real property subject to the lien, located at _____ designated on the tax map as _____ (the "Property").
9. Upon information and belief, HR employed E to perform professional services which included _____
10. Pursuant to E's employment by HR, E performed and supplied/ furnished its first item of work and material at the Property on ____ and its last item of work and material at the

Property on _____ to HR. The agreed price for professional services which included labor supplied and material furnished was \$_____.

11. Accordingly, E duly performed its professional services under the employment with HR in connection with the improvement of the Property.
12. The labor was used and materials supplied by E were actually used and incorporated in and about the construction and improvement of the Property with the knowledge and consent of HR and SS. E rendered its professional services to the satisfaction of HR and SS, who retained the benefits of E's professional services.
13. However, HR and SS paid a paltry sum of \$_____ to E for its professional services which included supply of labor & supply and installation of Carpentry Materials, Drywalls, Studs, etc. in connection with improvement of the Property for reason best known to them.
14. By reason of the foregoing, E became and is entitled to receive the payment for the agreed price for professional services which included labor supplied and materials furnished in connection with the improvement of the Property to the tune of \$_____.
15. In breach of its obligations, HR and SS failed, refused and neglected to pay to E the balance amount due and outstanding for supply of labor & supply and installation of Carpentry Materials, Drywalls, Studs, etc. in connection with the improvement of the Property.
16. E demanded balance payment from HR and SS, who have since failed, refused and neglected to pay/remit the same to E.
17. HR and SS were actually indebted to E for said balance sum of \$___ at the time of filing of Notice under Mechanic's Lien Law hereinafter referred to.
18. Accordingly, E is filing the present complaint against HR, SS and NY for foreclosure of mechanic's lien of E claiming the balance sum/ unpaid amount due with costs, interests and attorney's fees.

CAUSE OF ACTION

E's Lien Foreclosure

19. E incorporate by reference paragraphs 1-18 as if set forth herein.
20. Under Georgia § 40-3-54 - Mechanics' liens; how asserted and foreclosed, Notice of lien may be filed at any time during the progress of the work and the furnishing of the materials, or, within eight months after the

completion of the contract, or the final performance of the work, or the final furnishing of the materials, dating from the last item of work performed or materials furnished.

21. Accordingly, E filed Notice under Georgia CLS Lien Law in the sum of \$_____ (hereafter “E’s Mechanic’s Lien”) in due form on _____, falling within eight months after final furnishing of last item of materials which was _____ in the Office of the Clerk of Georgia County, and the same was duly entered and docketed therein.
22. Under § 40-3-54 - Mechanics' liens; how asserted and foreclosed, “A contractor, subcontractor. . . who performs labor or furnishes materials for the improvement of real property with the consent or at the request of the owner thereof, or of his agent, contractor or subcontractor . . . shall have a lien for the principal and interest, of the value, or the agreed price, of such labor, including benefits and wage supplements due or payable for the benefit of any laborer, or materials upon the real property improved or to be improved and upon such improvement, from the time of filing a notice of such lien as prescribed.” Accordingly, E had/ has lien on the Property for recovering its unpaid dues.
23. E submits that E’s Mechanic’s Lien was duly served on HR and SS and Proof of Service of said Mechanic’s Lien was duly filed in the Office of the Clerk of Georgia County.
24. E submits that, E duly performed labor, furnished and installed Carpentry Materials, Drywalls, Studs, etc. and that there were no labor / materials installed which E had failed to supply and/ or install in connection with improvement of the Property.
25. The total agreed price for the professional services provided by E for improvement of the Property was \$_____, out of which HR and SS made a part payment of \$ _____. The balance sum/ unpaid amount claimed by E was/ is \$_____.
26. It is submitted that E was / is not paid the balance amount in connection with improvement of the Property.
27. HR and SS are liable to pay the unpaid amount of \$_____ to E which they failed, refused and neglected to remit/ pay despite multiple demands by E.
28. E respectfully submits that, E has no knowledge of any other subsequent liens or claims against the Property.
29. It is submitted that, E’s Mechanic’s Lien was/ is not paid, and no other action or proceeding at law or in equity was/ is brought by E for the foreclosure thereof.

30. E is entitled to equitably foreclose its Lien.

31. Therefore, E is filing this complaint for foreclosure of the Mechanic's Lien wherein E requests the court to grant payment/ remittance of the said balance sum / unpaid amount of \$_____ by selling the Property hereinabove described along with the costs, interests and attorney's fees.

PRAYERS FOR RELIEF

Wherefore, E respectfully demands judgment as follows:

1. Adjudging that E, by filing and causing the docketing of its Notice under Mechanic's Lien aforesaid, acquired a good and valid lien upon the Property to ensure recovery of professional services including supply of labor and supply and installation of Carpentry Materials, Drywalls, Studs, etc. in connection with improvement of the Property hereinabove described in the sum of \$_____, with interests thereon, together with the costs of this action;
2. That the Property described be sold, as provided by law, and that out of the proceeds of such sale, E be paid the balance amount of the agreed price for its professional services which included labor supplied and supply and installation of materials to the tune of \$_____ with interests thereon, with the expenses of the sale and the costs of this action; and that E have judgment against HR and SS for any such deficiency that may remain after such payment made to E;
3. That E has the expenses of this action, including attorney's fees;
4. For such other and further relief in Plaintiff's favor as may be just and proper.

Dated:

Attorney for Plaintiff
