

IN THE CHANCERY COURT FOR DAVIDSON COUNTY, TENNESSEE

FILED
2021 MAR 15 PM 1:55

GUILLERMO ANTONIO PEREZ LUNA,)
D/B/A STAR PAINTING,)

Plaintiff,)

v.)

BRIAN LAYTON and)
SARAH BRITT LAYTON,)

Defendants.)

Case No. 21-0221-II

COMPLAINT

Plaintiff, Guillermo Antonio Perez Luna, d/b/a/ Star Painting (“Star”), for its complaint against defendant, Brian Layton, and defendant, Sarah Layton (hereinafter collectively, the “Laytons”), states as follows:

1. Star is a sole proprietorship with its principal place of business in Nashville, Davidson County, Tennessee.

2. Defendant, Brian Layton, is an individual residing at 618A Hamilton Avenue, Nashville, Tennessee, 37203. He may be served with process at this address or wherever he may be found.

3. Defendant, Sarah Britt Layton, is an individual residing at 618A Hamilton Avenue, Nashville, Tennessee, 37203. She may be served with process at this address or wherever she may be found.

4. Venue and jurisdiction are proper in this court pursuant to Tenn. Code Ann. § 16-11-101 *et seq.*

5. On September 25, 2019, Star obtained in the Chancery Court for Davidson County,

Tennessee a final judgment in the amount of \$55,587.06 against Britt Development Group, LLC (“Britt”), a Tennessee liability company owned, in whole or in part, by defendant Brian Layton and defendant, Sarah Layton. The judgment relates exclusively to “contracting” activities, as that term is defined under Tennessee law, undertaken by Britt as a residential building contractor and Star as a painting subcontractor to Britt. A true and correct copy of the September 25, 2019 final judgment is attached hereto as Exhibit “A” and is incorporated herein by reference. No attempt has been made by Britt to satisfy the final judgment. Star has been unable to collect from Britt any portion of the final judgment. The final judgment remains outstanding and constitutes a debt and an obligation on the part of Britt that is owed to Star.

6. On November 15, 2019, Star obtained in the Chancery Court for Williamson County, Tennessee a final judgment in the amount of \$96,158.00 against Britt. As with the Davidson County final judgment, the Williamson County final judgment relates exclusively to “contracting” activities, as that term is defined under Tennessee law, undertaken by Britt as a residential building contractor and Star as a painting subcontractor to Britt. A true and correct copy of the November 15, 2019 final judgment is attached hereto as Exhibit “B” and is incorporated herein by reference. No attempt has been made by Britt to satisfy the final judgment. Star has been unable to collect from Britt any portion of the final judgment. The final judgment remains outstanding and constitutes a debt and an obligation on the part of Britt that is owed to Star.

7. On January 30, 2018, in connection with Britt’s application for renewal of its

Tennessee contractor license number 62953, defendant Brian Layton executed at the request of Britt a personal guaranty agreement (true and correct copy attached hereto as Exhibit "C" and filed under seal) in the amount of \$825,264.00. The guaranty agreement executed by defendant Brian Layton unambiguously and unequivocally provides, among other things, that defendant Brian Layton pledges and agrees "to guarantee the debts and obligations of (Britt) for all debts and obligations arising out of the contracting activities of (Britt)." The guaranty agreement further provides that defendant Brian Layton agrees and contracts "to pay any and all debts of (Britt) should (Britt) fail and refuse to pay and/or default on same." Finally, the guaranty agreement executed by defendant Brian Layton provides that it is for the "express purpose of providing additional financial security and stability to, and for, (Britt) in order that (Britt) may obtain a license to engage in contracting in the State of Tennessee."

8. On January 30, 2018, in connection with Britt's application for renewal of its Tennessee contractor license number 62953, defendant Sarah Britt Layton executed at the request of Britt a personal guaranty agreement (true and correct copy attached hereto as Exhibit "D" and filed under seal) in the amount of \$825,264.00. The guaranty agreement executed by defendant Sarah Britt Layton unambiguously and unequivocally provides, among other things, that defendant Sarah Britt Layton pledges and agrees "to guarantee the debts and obligations of (Britt) for all debts and obligations arising out of the contracting activities of (Britt)." The guaranty agreement further provides that defendant Sarah Britt Layton agrees and contracts "to pay any and all debts of (Britt) should (Britt) fail and refuse to pay and/or default on same." Finally, the guaranty

agreement executed by defendant Sarah Britt Layton provides that it is for the “express purpose of providing additional financial security and stability to, and for, (Britt) in order that (Britt) may obtain a license to engage in contracting in the State of Tennessee.”

9. The guaranty agreements executed by the Laytons were executed to protect the public at large related to contracting activities undertaken by Britt. Star is a member of the public at large that engaged in contracting activities with Britt, and therefore, is an intended beneficiary of the guaranty agreements executed by the Laytons. The guaranty agreements executed by the Laytons were in full force and effect when Britt’s obligations to Star arose, as stated herein.

10. The Davidson County final judgment obtained by Star against Britt, referenced above, as well as the Williamson County final judgment obtained by Star against Britt, referenced above, constitute debts and obligations in the aggregate amount of \$151,745.06 arising out of “contracting” activities on the part of Britt which defendant Brian Layton and defendant Sarah Britt Layton both agreed, pledged and contracted to guarantee in the event of Britt’s default. Because Britt has defaulted in its obligations to Star in the manner stated above, defendant Brian Layton and defendant Sarah Britt Layton are obligated, as a matter of law, to satisfy Britt’s debt to Star.

WHEREFORE, premises considered, Star prays for the following relief against defendant Brian Layton and defendant Sarah Britt Layton:

1. That process issue and be served upon defendants, and that they be required to appear and answer this Complaint within the time required by law;

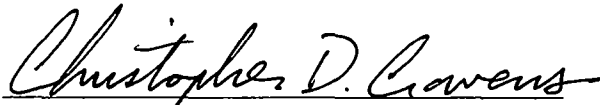
2. That plaintiff be awarded a judgment in the amount of \$151,745.06 against defendants, jointly and severally, pursuant to the terms of the guaranty agreements executed by defendants at the request of Britt;

3. That the judgment include pre-judgment and post-judgment interest at the legal rate, post-judgment interest at the legal rate on the two (2) judgments obtained by Star against Britt, court costs, discretionary costs, other costs, and attorneys' fees as allowed by law;

4. For all other relief to which plaintiff may be entitled.

Respectfully submitted this 15 day of MARCH, 2021.

By: BURROW & CRAVENS, P.C.



Christopher D. Cravens, No. 15171
112 30th Avenue North
Nashville, Tennessee 37203
Ph: (615) 252-2502
Fax: (615) 252-2508

NEWSOM LAW PLC

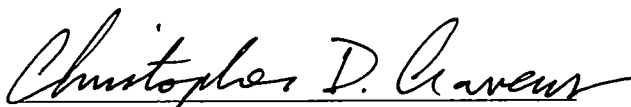


Patrick Newsom, No. 030282
40 Music Square East
Nashville, TN 37203
Ph: 615-251-9500
Fax: 615-345-4188

COST BOND

We acknowledge ourselves as surety for costs in this cause not to exceed five hundred and no/100ths (\$500).

Burrow & Cravens, P.C.

A handwritten signature in cursive script that reads "Christopher D. Cravens". The signature is written in black ink and is positioned above the printed name.

By: Christopher D. Cravens

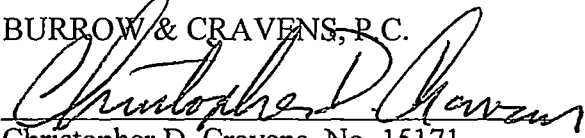
judgment against defendant in the amount of \$55,587.06, with the costs of this action taxed against defendant, for which execution shall issue if necessary. This is a final order of the court.



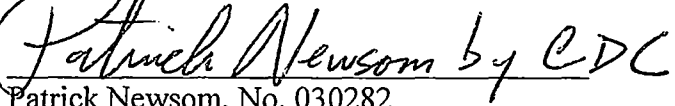
Honorable Ellen Hopbs Lyle, Chancellor

APPROVED FOR ENTRY:

BURROW & CRAVENS, P.C.


Christopher D. Cravens, No. 15171
112 30th Avenue North
Nashville, Tennessee 37203
Ph: (615) 252-2502
Fax: (615) 252-2508

NEWSOM LAW PLC


Patrick Newsom, No. 030282
40 Music Square East
Nashville, TN 37203
Ph: 615-251-9500
Fax: 615-345-4188

CERTIFICATE OF SERVICE

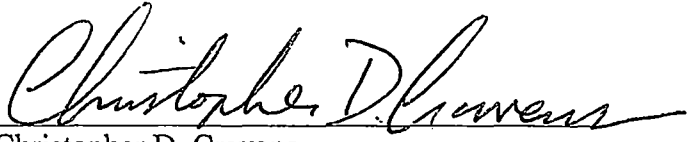
The undersigned hereby certifies that a true and accurate copy of the foregoing has been served, via the method(s) indicated below, on the following:

() Hand () Mail () Fax () Fed. Ex. () E-mail

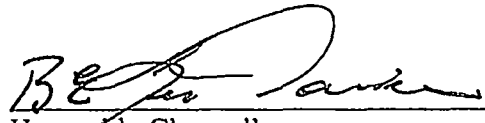
Britt Development Group, LLC

1033 Demonbreun Street, Floor 3
Nashville, Tennessee 37203

This 18 day of SEPT., 2019.

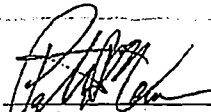

Christopher D. Cravens

Entered this 14 day of Nov, 2019


Honorable Chancellor

APPROVED FOR ENTRY:

NEWSOM LAW PLC


Patrick Newsom, No. 030282
40 Music Square East
Nashville, TN 37203
Ph: 615-251-9500
Fax: 615-345-4188

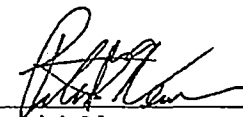
CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and accurate copy of the foregoing has been served, via the method(s) indicated below, on the following:

() Hand (X) Mail () Fax () Fed. Ex. () E-mail

Britt Development Group, LLC
1033 Demonbreun Street, Floor 3
Nashville, Tennessee 37203

This 1st day of November, 2019.


Patrick Newsom

CLERK'S CERTIFICATE

I hereby certify that a true and exact copy of foregoing has been mailed or delivered to all parties or counsel of record.

11-15-19 Debra Stevens 2
Date Clerk & Master

FILED



2021 MAR 15 PM 2:05 GUARANTY AGREEMENT
(Required with supplemental financial statements to increase working capital or net worth or by parent companies indemnifying subsidiaries)

Personal Guarantors must attach "Notice of Liability" statement (see attached) acknowledging risk. The Board encourages obtaining advice from an attorney.

I/we, the undersigned person(s), natural or corporate, do hereby pledge and agree to guarantee the debts and obligations of the within named contractor for all debts and obligations arising out of the contracting activities of the Contractor as defined by TENNESSEE CODE ANNOTATED, section 62-6-101, et seq.

I/we the undersigned Guarantors agree and contract to pay any and all debts and obligations of said Contractor as provided for above should they fall and refuse to pay and/or default on same.

I/we the undersigned Guarantors, agree to furnish and supply the Board with any and all financial reports, statements and information to which they may request in order to provide evidence of my/our financial security and stability.

I/we understand and agree that where the words "indemnities" appear in Rule #0680-1-.13 of the rules of the Board, it shall be in reference to this document, its title and wording to the contrary.

This document and the obligation undertaken shall be valid for a period of two (2) years and shall become null and void upon expiration of any license granted the Contractor by the Board or upon joint request, in writing, of the undersigned Guarantors and the Contractor, with the approval of the Board, provided, however, that any and all debts and obligations for, or arising out of work in process, upon the expiration, nullification and/or cancellation of this agreement, shall be covered and the Guarantor(s) herein shall remain liable for same.

This GUARANTY AGREEMENT is limited to the amount of \$ 825,264 is executed at the request of:

BRITT DEVELOPMENT GROUP

(NAME AS ON LICENSE)

The contractor to which this document is applicable for the express purpose of providing additional financial security and stability to, and for, said Contractor in order that they may obtain a license to engage in contracting in the State of Tennessee, Board for Licensing Contractors.

<input type="checkbox"/> Corporate Guaranty Must be signed by an authorized corporate official of the following business entity: Name on Corporate Financial Statement (Attached) _____ Name of Corporate Official _____ Title: _____ *Signature of Corporate Official _____ *As a corporate official, I am fully authorized to bind and obligate corporation to the terms and conditions of this document as stated herein.	<input checked="" type="checkbox"/> Personal Guaranty Must be signed by all persons named on the attached personal financial statement: <u>BRIAN LAYTON</u> Name of Personal Guarantor _____ <u>[Signature]</u> Signature of Personal Guarantor _____ Name of Additional Personal Guarantor _____ Signature of Additional Personal Guarantor _____
---	--

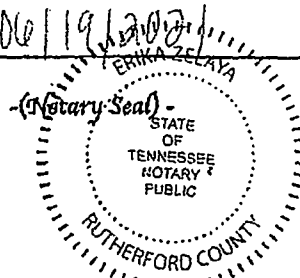
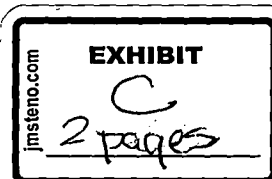
NOTARIZE

Affirmed/witnessed and subscribed before me this 30 day of January, 2018.

[Signature]
(Notary Public Signature)

My Commission Expires: 06/19/2021

(Rev 11/2012)



**NOTICE OF LIABILITY
GUARANTY AGREEMENT**

This is to confirm, I BRIAN LATON have read and understand the liability associated with utilizing a "Guaranty Agreement".
(Print Name)

Please consider some of the following concerns:

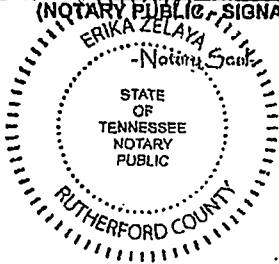
1. Other options may be considered in place of providing a personal guaranty, such as:
 - Providing more capital and fixed assets to be reflected in the business financial statement.
 - Considering accepting a lower limit in which you may qualify.
 - Obtaining a "Line of Credit" to supplement working capital.
 - Consulting with a bonding agency relative to obtaining a "Contractor's License Bond".
2. Consulting with an attorney for advisement before utilizing the personal guaranty agreement option is encouraged.
3. Whenever providing a personal financial statement, you should also consult with parties affected, such as your spouse or beneficiary(s), to make them aware of possible ramifications should your business become unable to financially fulfill contracting obligations.

Brian Laton
Signature

Affirmed, subscribed and witnessed before me this 30 day of January, 2018.
(Day) (Month) (Year)

Erika Zelaya
(NOTARY PUBLIC SIGNATURE)

06/19/2021
(COMMISSION EXPIRATION DATE)



APR 15 2:05 PM '11

Personal Guarantors must attach "Notice of Liability" statement (see attached) acknowledging risk. The Board encourages obtaining advice from an attorney.

GUARANTY AGREEMENT

(Required with supplemental financial statements to increase working capital or net worth or by parent companies indemnifying subsidiaries)

I/we, the undersigned person(s), natural or corporate, do hereby pledge and agree to guarantee the debts and obligations of the within named contractor for all debts and obligations arising out of the contracting activities of the Contractor as defined by TENNESSEE CODE ANNOTATED, section 62-6-101, et seq.

I/we the undersigned Guarantors agree and contract to pay any and all debts and obligations of said Contractor as provided for above should they fail and refuse to pay and/or default on same.

I/we the undersigned Guarantors, agree to furnish and supply the Board with any and all financial reports, statements and information to which they may request in order to provide evidence of my/our financial security and stability.

I/we understand and agree that where the words "Indemnities" appear in Rule #0680-1-.13 of the rules of the Board, it shall be in reference to this document, its title and wording to the contrary.

This document and the obligation undertaken shall be valid for a period of two (2) years and shall become null and void upon expiration of any license granted the Contractor by the Board or upon joint request, in writing, of the undersigned Guarantors and the Contractor, with the approval of the Board, provided, however, that any and all debts and obligations for, or arising out of work in process, upon the expiration, nullification and/or cancellation of this agreement, shall be covered and the Guarantor(s) herein shall remain liable for same.

This GUARANTY AGREEMENT is limited to the amount of \$ 825,264 Is executed at the request of:

BRITT DEVELOPMENT GROUP

(NAME AS ON LICENSE)

The contractor to which this document is applicable for the express purpose of providing additional financial security and stability to, and for, said Contractor in order that they may obtain a license to engage in contracting in the State of Tennessee, Board for Licensing Contractors.

<p><input type="checkbox"/> Corporate Guaranty</p> <p><i>Must be signed by an authorized corporate official of the following business entity:</i></p> <p>_____ Name on Corporate Financial Statement (Attached)</p> <p>_____ Name of Corporate Official</p> <p>Title: _____</p> <p>_____ *Signature of Corporate Official</p> <p><i>*As a corporate official, I am fully authorized to bind and obligate corporation to the terms and conditions of this document as stated herein.</i></p>	<p><input type="checkbox"/> Personal Guaranty</p> <p><i>Must be signed by all persons named on the attached personal financial statement:</i></p> <p><u>Sarah Britt Layton</u> Name of Personal Guarantor</p> <p><u>Sarah Britt Layton</u> Signature of Personal Guarantor</p> <p>_____ Name of Additional Personal Guarantor</p> <p>_____ Signature of Additional Personal Guarantor</p>
--	--

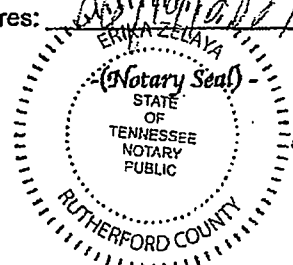
NOTARIZE

Affirmed/witnessed and subscribed before me this 30 day of January, 2018

Erika Zelaya
(Notary Public Signature)

My Commission Expires: 02/19/2017

EXHIBIT
D
2 pages



**NOTICE OF LIABILITY
GUARANTY AGREEMENT**

This is to confirm, I Sarah Britt Layton have read and understand the liability associated with utilizing a "Guaranty Agreement".
(Print Name)

Please consider some of the following concerns:

1. Other options may be considered in place of providing a personal guaranty, such as:
 - Providing more capital and fixed assets to be reflected in the business financial statement.
 - Considering accepting a lower limit in which you may qualify.
 - Obtaining a "Line of Credit" to supplement working capital.
 - Consulting with a bonding agency relative to obtaining a "Contractor's License Bond".
2. Consulting with an attorney for advisement before utilizing the personal guaranty agreement option is encouraged.
3. Whenever providing a personal financial statement, you should also consult with parties affected, such as your spouse or beneficiary(s), to make them aware of possible ramifications should your business become unable to financially fulfill contracting obligations.

Sarah Britt Layton
Signature

Affirmed, subscribed and witnessed before me this 30 day of January, 2018.
(Day) (Month) (Year)

Erika Zelaya
(NOTARY PUBLIC - SIGNATURE)

01/19/2021
(COMMISSION EXPIRATION DATE)

-Notary Seal-

