

**IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT
IN AND FOR PASCO COUNTY, FLORIDA**

C & S ENDEAVORS, INC., a Florida Profit
Corporation, and **ASH ENDEAVORS, L.L.C.**,
a Florida Limited Liability Company,

Case No.: 2025-CA-000422

Plaintiffs,

vs.

STATE STORAGE GROUP, L.L.C.,
a Florida Limited Liability Company, and
GATOR STATE STORAGE PORT RICHEY, L.L.C.,
A Florida Limited Liability Company,

Defendants.

_____/

COMPLAINT

COME NOW, C & S ENDEAVORS, INC., a Florida Profit Corporation, and ASH ENDEAVORS, L.L.C., a Florida Limited Liability Company, the plaintiffs, by and through the undersigned legal counsel, and hereby sue STATE STORAGE GROUP, L.L.C., a Florida Limited Liability Company, and GATOR STATE STORAGE PORT RICHEY, L.L.C., a Florida Limited Liability Company, and state as follows:

PARTIES, JURISDICTION & VENUE

1. Plaintiff C & S ENDEAVORS, INC., is a Florida Profit Corporation organized under the laws of Florida with a principal address of 10522 State Road 52, Hudson, Florida, 34669 (hereinafter referred to at times "C & S ENDEAVORS").
2. Plaintiff ASH ENDEAVORS, L.L.C., is a Florida Limited Liability Company organized under the laws of Florida with a principal address of 10522 State Road 52, Hudson, Florida, 34669 (hereinafter referred to at times as "ASH ENDEAVORS").

3. Defendant STATE STORAGE GROUP, L.L.C., is a Florida Limited Liability Company, organized under the laws of the state of Florida with a principal address of 3895 Westroads Drive, West Palm Beach, Florida 33407 (hereinafter referred to at times as “STATE STORAGE”).

4. Defendant GATOR STATE STORAGE PORT RICHEY, L.L.C., is a Florida Limited Liability Company, organized under the laws of the state of Florida with a principal address of 7922 Grand Boulevard, Port Richey, Florida 34688 (hereinafter referred to at times as “GATOR STATE STORAGE”).

5. This action seeks damages in excess of \$50,000.00, exclusive of attorney’s fees; therefore, this Court has jurisdiction pursuant to §26.012, Fla. Stat.

6. Upon information and belief, at all times material both STATE STORAGE and GATOR STATE STORAGE maintained an office for conducting its business in Pasco County; conducted business in Pasco County, the contract that is the subject of this lawsuit was entered into in Pasco County, and the real property that was the subject of the contract is located in Pasco County.

7. Venue is properly situated in Pasco County, Florida.

COUNT I – BREACH OF CONTRACT AGAINST STATE STORAGE

8. C & S ENDEAVORS and ASH ENDEAVORS hereby reallege the factual averments contained in paragraphs 1 through 7 and fully incorporate said factual averments here under Count I.

9. C & S ENDEAVORS and ASH ENDEAVORS, as the Sellers, and STATE STORAGE, as the Buyer, entered into a purchase and sale contract with an effective date of October 3, 2023 for the purchase and sale of real property, personal property, and intangible goodwill and a customer list for a purchase price totaling \$8,750,000.00 (the “Purchase and Sale Contract”). **Purchase and Sale Contract** appended hereto as **Exhibit 1**.

10. Section II.3 of the Purchase and Sale Contract required the Buyer, STATE STORAGE, to deposit \$50,000.00 within 3 days of the effective date of the Purchase and Sale Contract, which did occur.
11. On November 20, 2023, STATE STORAGE terminated the Purchase and Sale Contract pursuant to the terms of the agreement.
12. Thereafter, C & S ENDEAVORS and ASH ENDEAVORS and STATE STORAGE desired to reinstate the Purchase and Sale Contract and to further amend the agreement.
13. C & S ENDEAVORS and ASH ENDEAVORS and STATE STORAGE thereafter entered into the Reinstated and First Amendment to Purchase and Sale Contract dated December 4, 2023 (the “First Reinstatement”). The **First Reinstatement** appended hereto as **Exhibit 2**.
14. The First Reinstatement set a new closing date for December 18, 2023.
15. STATE STORAGE then terminated the First Reinstatement on December 8, 2023, pursuant to the terms of the agreement.
16. Thereafter, C & S ENDEAVORS and ASH ENDEAVORS and STATE STORAGE again desired to reinstate the agreement and entered into the Second Reinstated and Second Amendment to Purchase and Sale Contract dated April 10, 2024. (the “Second Reinstatement”). The **Second Reinstatement** appended hereto as **Exhibit 3**.
17. The Purchase and Sale Contract, the First Reinstatement, and the Second Reinstatement shall be referred to herein at times collectively as the “Contract”.
18. The Second Reinstatement provided for a closing date of November 1, 2024.
19. The Second Reinstatement also assigned the Contract to GATOR STORAGE.
20. The Second Reinstatement did not provide for, or otherwise create, a novation; therefore, STATE STORAGE also remains liable under the Contract.

21. The Second Reinstatement also required the Buyers to deposit an additional \$100,000 earnest money with the escrow agent, The DiGiore Legal Group, bringing the total earnest money deposit to \$150,000.
22. The Second Reinstatement also authorized a release of \$50,000 to the Sellers, C & S ENDEAVORS and ASH ENDEAVORS upon the execution of the Second Reinstatement.
23. The \$50,000 was released to C & S ENDEAVORS and ASH ENDEAVORS pursuant to the terms of the agreement, leaving a balance of \$100,000 earnest money with the escrow agent.
24. Pursuant to the Contract STATE STORAGE and GATOR STATE STORAGE were required to close on November 1, 2024.
25. Prior to November 1, 2024, and on November 1, 2024, C & S ENDEAVORS and ASH ENDEAVORS were ready, able and willing to close and complete the Contract.
26. However, STATE STORAGE and GATOR STATE STORAGE failed to close on November 1, 2024, and defaulted on the Contract.
27. STATE ATORAGE nor GATOR STATE STORAGE have a meritorious justification for not completing the terms of the Contract and closing on November 1, 2024.
28. STATE STORAGE and GATOR STATE STORAGE materially breached the Contract causing damages to C & S ENDEAVORS and ASH ENDEAVORS.
29. C & S ENDEAVORS and ASH ENDEAVORS caused to be delivered to STATE STORAGE a correspondence dated November 12, 2024, demanding a cure of the default.
30. STATE STORAGE failed to cure the default.
31. On December 5, 2024, C & S ENDEAVORS and ASH ENDEAVORS caused to be delivered a correspondence demanding tender of the \$100,000 earnest money deposit.
32. STATE STORAGE failed to tender the earnest money deposit.

33. On January 2, 2025, C & S ENDEAVORS and ASH ENDEAVORS issued a second correspondence to STATE STORAGE and GATOR STATE STORAGE demanding that they either cure the default or tender the \$100,000 earnest money deposit. (**November 12, 2024, letter, December 5, 2024, letter** and **January 2, 2025, letter** appended hereto as **Exhibit 3.**)

34. STATE STORAGE and GATOR STATE STORAGE failed to cure the default and failed to tender the earnest money deposit.

35. Section VII.i.1 of the Purchase and Sale Contract, titled “Buyer’s Default” holds that upon a default by the Buyer the earnest money shall be delivered to Seller as full liquidated damages.

36. Section VII.i.1 of the Purchase and Sale Contract further states that Buyer and Seller have agreed that the earnest money is a reasonable estimate of the damages that would be suffered by Seller and that any other measure of damages is speculative and uncertain.

37. STATE STORAGE and GATOR STATE STORAGE materially breached the Contract causing damages to C & S ENDEAVORS and ASH ENDEAVORS.

38. Section XI.11 allows for the prevailing party of this lawsuit to recover their costs and attorney’s fees.

39. Furthermore, Fla. Stat. §56.041 allows for the recovery of court costs.

40. C & S ENDEAVORS and ASH ENDEAVORS were required to retain the undersigned law firm to prosecute this case and are required to pay a reasonable fee for the services.

41. C & S ENDEAVORS and ASH ENDEAVORS have incurred, and will continue to incur, attorney’s fees and costs and are entitled to recover said costs and fees.

WHEREFORE, C & S ENDEAVORS and ASH ENDEAVORS make demand that judgment be entered against STATE STORAGE finding that STATE STORAGE breached the Contract; that a judgment be entered against STATE STORAGE in the amount of \$100,000; that

C & S ENDEAVORS and ASH ENDEAVORS recover their costs and reasonable attorney's fees; and be further awarded all additional relief this Court deems appropriate.

COUNT II – BREACH OF CONTRACT AGAINST GATOR STATE STORAGE

42. C & S ENDEAVORS and ASH ENDEAVORS hereby reallege the factual averments contained in paragraphs 1 through 41 and fully incorporate said factual averments here under Count II.

WHEREFORE, C & S ENDEAVORS and ASH ENDEAVORS make demand that judgment be entered against GATOR STATE STORAGE finding that GATOR STATE STORAGE breached the Contract; that a judgment be entered against GATOR STATE STORAGE in the amount of \$100,000; that C & S ENDEAVORS and ASH ENDEAVORS recover their costs and reasonable attorney's fees; and be further awarded all additional relief this Court deems appropriate.

Respectfully submitted,



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