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Via email: rtangel8@yahoo.com

Ms. Rita Angelini, President  
Island Park Village, Section 5.2

Re: Elias Brothers/Island Park Village

Dear Ms. Angelini:

I represent Elias Brothers Contracting, Inc. (Elias) and its claim for construction services against Island Park Village Section V, Part Two Condominium Association, Inc. (Island Park) and some of its unit owners.

Island Park and the units that received construction services owe \$369,051.43 as set forth in this final invoice. Elias will perform no more construction services at Island Park, effective immediately, except for closing permits. Elias received \$375,000, which it applied to the outstanding balance. This final invoice is after the application of this \$375,000 deposit. The reconstruction services varied among the units. Accordingly, the cost for each unit is different. Elias has applied the \$375,000 deposit among the 13 units billed, of which drywall materials were stocked and staged at that time, at an average of \$28,846.00 per unit. Elias would like to amicably resolve this matter with the association and each unit owner and looks forward to receiving prompt payment.

You may be laboring under the belief that there is an express written contract between Elias and Island Park. There is not. The parties never agreed to 1) the scope of work, 2) which units would receive reconstruction services, and 3) the amount to be paid for such services. Garage doors were outside the scope of work. Unit owners have been electing in and out of the proposed express written contract as recently as weeks ago. And, although there was a provision for the payment of the services based on an insurance estimate, Island Park, the insurance company, and Elias have had extensive communications recognizing that the initial estimate was woefully inadequate. Elias has submitted additional Xactimate's that have either not been forwarded to the insurance company or to which the insurance company has not responded.

**ISLAND PARK - #000360**

Since there is no written express contract, Island Park and Elias entered into an "implied contract." An implied contract entitles Elias "to the reasonable worth of the services at the time measured by the rate for like work prevailing in the particular community." This includes profit. Elias contends that the attached invoice represents "the reasonable worth of the services" and is prepared to present expert testimony confirming same. The recent payment to Elias in the amounts of \$28,427.68 dated 4/20/23 by check # 100349 for invoices 32026 & 32031 is evidence that Elias billed a reasonable amount for services provided and that they are in fact acceptable to the HOA.

I understand you have requested that Elias release various permits at the Lee County building office. Elias will make all reasonable efforts to release the various permits promptly. I am informed that some unit owners have had third party construction services performed under the Elias permits and used Elias's materials. We demand that this cease and desist immediately. Please inform all unit owners that Elias is not responsible for any of the work performed by third parties.

Please provide a copy of this letter to each of the unit owners in the attached summary. They, or their counsel, may contact me to resolve their individual invoices.

Very truly yours,

*Joseph D. Stewart*

Joseph D. Stewart  
Signed electronically

JDSpk  
Enclosures