

IN THE CHANCERY COURT FOR DAVIDSON COUNTY, TENNESSEE

POWELL, LLC, )  
 )  
 Plaintiff, )  
 )  
 v. ) No.  
 )  
 CHARLES W. DEVIER IV, MARGARET )  
 T. DEVIER, CRAFT BREWED, LLC, )  
 INVESTORS TITLE COMPANY, and )  
 FIRSTBANK, )  
 )  
 Defendants. )

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VERIFIED COMPLAINT

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**I. The Parties, Jurisdiction and Venue**

1. Plaintiff Powell, LLC (“Powell”) is a Tennessee limited liability company. Powell is engaged primarily in the business of commercial construction and architectural services.
2. Defendant Craft Brewed, LLC is a Tennessee limited liability company. Upon information and belief, Defendant Charles DeVier is the sole member of Craft Brewed, LLC, and Craft Brewed, LLC was acting as Mr. DeVier’s agent pursuant to Tenn. Code Ann. § 66-11-102(d) at all times relevant to this Complaint.
3. Defendants Charles W. DeVier & Margaret T. DeVier are individual residents of Davidson County and are the owners of the real property that is the subject of this case.
4. Defendant FirstBank holds a deed of trust on the real property at issue in the amount of \$1,384,000.00, of record in the Davidson County Register of Deeds at Instrument No. 20211013-0137725. (**Exhibit 1.**) Investors Title Company is the named trustee under this deed of trust. FirstBank and Investors Title Company are Defendants to this action solely to provide notice of the relief sought with respect to the real property at issue.

5. Jurisdiction and venue are proper in this court pursuant to Tenn. Code Ann. § 66-11-126(1).

## II. The Facts

6. This case involves a claim by Powell to foreclose on a \$60,016.49 mechanics' and materialmen's lien on commercial property owned by the DeViers. For the reasons set forth herein, Powell is entitled to a judgment directing the sale of the property in satisfaction of its lien claim.

7. By deed of record at Instrument No. 20211013-0137724 in the Davidson County Register of Deeds, the DeViers acquired property located at 5101 Illinois Avenue, Nashville, Tennessee a/k/a 815 51st Avenue North, Nashville, Tennessee ("Property"). A copy of this deed is attached as Exhibit 2.

8. Defendant Craft Brewed entered into a Design Build Agreement with Powell dated August 10, 2021 for Powell to provide architectural and construction services ("Project") with respect to the Property ("Contract"). A copy of the Contract is attached as Exhibit 3. Mr. DeVier signed the Contract on behalf of Craft Brewed, LLC.

9. During the course of the Project, Powell submitted payment requests to Craft Brewed, which were due within ten days of Craft Brewed's receipt of the same under Paragraph 5(e) of the Contract.

10. Craft Brewed has failed and refused to pay Powell the sum of \$60,016.49, in breach of the Contract.

11. Powell has fully and satisfactorily completed all work required by the Contract.

12. Via letter dated June 27, 2022, Powell, through counsel, terminated the Contract for cause due to the outstanding balance pursuant to Paragraph 10(b) and demanded that Craft Brewed pay the outstanding balance. (Exhibit 4.)

13. That same day, Mr. DeVier responded via email, as follows:

I think you left out the part where Powell submitted costly and mistake-ridden plans, failed to communicate timely status updates, or failed to provide any remedial efforts due to their shortcomings among other issues. I'm sure you're not privy to that though.

I consider this matter done as was communicated to Powell quite some time ago. I understand it is your obligation as a paid representative of Powell to send such a letter, but I can assure you if this matter isn't dropped any further action on you or Powell's part will be met with equal or greater resistance. Hopefully, Powell can cut their losses and learn from this botched experience.

14. Therefore, on June 30, 2022, Powell recorded a Notice of Lien against the Property at Instrument No. 20220630-0076255, pursuant to Tenn. Code Ann. § 66-11-112, in the amount of \$60,016.49 (“Lien”), and sent a copy of the same to Defendants via certified mail. A copy of the Lien is attached as **Exhibit 5**.

15. On July 18, 2022, undersigned counsel followed up with Mr. DeVier via email regarding the overdue payment. He responded, “Apparently, the previous email wasn't clear enough. How can I simplify this for you?”

### **III. Causes of Action**

16. Powell sues Craft Brewed for breach of the Contract for failing and refusing to pay Powell the sum of \$60,016.49 for work performed, plus \$164,262.00 in lost profits pursuant to paragraph 10(b) of the Contract, which provides that, in the event of termination for cause, “Owner shall remain obligated to pay Design-Builder for all sums due to Design-Builder under Paragraph 5, along with any damages and lost profits sustained as a result of the breach.”

17. Powell also sues to enforce and foreclose its Lien, pursuant to Tenn. Code Ann. § 66-11-101, *et seq.* Powell sues, pursuant to Rule 57 of the Tennessee Rules of Civil Procedure and Tenn. Code Ann. §§ 29-14-102 & 66-11-101, *et seq.*, for the entry of an order holding:

(a) That its Lien against the Property is valid and enforceable;

(b) That it has satisfied all requirements of Tenn. Code Ann. § 66-11-101, *et seq.*; and

(c) That it is entitled to enforce its Lien by sale of the Property, thereby extinguishing any interest of the Defendants in the same, with waiver of any equitable or statutory redemption period.

#### IV. Demand

WHEREFORE, Powell demands:

- A. Damages in an amount exceeding \$224,262.00;
- B. That a declaratory judgment be entered, as requested above;
- C. All relief authorized by Tenn. Code Ann. § 66-11-101, *et seq.*;
- D. Pre-judgment interest;
- E. Post-judgment interest;
- F. Attorneys' fees;
- G. That an attachment be issued against the Property;
- H. Sale of the Property in satisfaction of the Lien;
- I. That all costs be taxed to the Defendants; and
- J. Such other and further relief to which it may be entitled.

**THIS IS PLAINTIFF'S FIRST REQUEST  
FOR EXTRAORDINARY RELIEF.**

I, Luke Tidwell, on behalf of Powell, LLC, being first duly sworn, do swear under oath and based on personal knowledge that the facts set forth above are true and correct to the best of my knowledge, information and belief. Furthermore, those allegations made "on information and belief" have been made to the best of my knowledge, based on readily available information.

*Luke Tidwell*

State of Tennessee            )  
County of Davidson            )

Before me, personally appeared Luke Tidwell with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon sworn oath, acknowledged (1) himself to be an authorized representative of Powell, LLC, (2) that he executed the foregoing instrument for the purpose therein contained, and (3) that the statements set forth above are true and correct to the best of his knowledge, information and belief.

Witness my hand and seal, at office in Davidson County, Tennessee, this 7 day of October, 2022.

*Kelsey Molkenthin*  
Notary Public  
My Commission Expires: 07-06-2026



Respectfully submitted,

KAY GRIFFIN, PLLC

s/ Michael A. Johnson

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*Attorney for Powell, LLC*