

ABC Supply v. Austro Construction, et al.

Broward County Circuit Court, Case No. CACE-26-013254 (Division 05)

Complaint e-filed August 14, 2026 (Holcomb & Leung, PA, for plaintiff)

Defendants: Austro Construction, Inc.; Levente Horvath; Omega Villas Condominium Association, Inc.

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10. Omega Villas Board meeting agenda, posted October 23, 2026

Screenshots of the public-access copy on browardclerk.org, marked "Not an Official Copy." Allegations in a complaint are not findings of the court. Official copies are available from the Broward County Clerk of Courts.

Per the docket, ABC dismissed its lien-foreclosure claim against Omega Villas with prejudice on September 21, 2026.

1. Complaint, page 1: parties and filing

Filed August 14, 2026. ABC Supply sues Austro Construction, Levente Horvath and Omega Villas Condominium Association.

Date: 8/14/2026	
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Case Number: CACE-26-013254 Division: 05 Filing # 254911218 E-Filed 08/14/2026 04:14:32 PM IN THE CIRCUIT COURT OF THE SEVENTEENTH JUDICIAL CIRCUIT OF THE STATE OF FLORIDA, IN AND FOR BROWARD COUNTY CIVIL DIVISION AMERICAN BUILDERS & CONTRACTORS SUPPLY CO., INC., doing business as ABC SUPPLY CO., INC.,s a foreign corporation, Plaintiff, vs. CASE NO AUSTRO CONSTRUCTION, INC., a Florida corporation, LEVENTE HORVATH, and OMEGA VILLAS CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation, Defendants. <u>COMPLAINT</u> Plaintiff, AMERICAN BUILDERS & CONTRACTORS SUPPLY CO., INC., doing business as ABC SUPPLY CO., INC., a foreign corporation, (hereinafter “ABC”), sues the Defendants, AUSTRO CONSTRUCTION, INC., a Florida corporation (hereinafter “AUSTRO”) LEVENTE HORVATH (hereinafter “HORVATH”), and OMEGA VILLAS CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation, (hereinafter “OMEGA”), jointly and severally, and alleges: <u>COMMON ALLEGATIONS</u> 1. Plaintiff, ABC, is a foreign corporation authorized to do business in the state of Florida. 2. Defendant, AUSTRO, is a Florida limited liability company with its principal place of business located in Broward County, Florida. 3. On or about October 18, 2010, the Defendant, AUSTRO, executed a written Application for Credit, a copy of which is attached hereto as Exhibit A and incorporated herein *** FILED: BROWARD COUNTY, FL BRENDA D. FORMAN, CLERK 08/14/2026 04:14:31 PM.***	

2. Count I: breach of contract against Austro

Alleges \$918,478.24 owed on Austro's ABC open account.

by reference (hereinafter the "Contract"), for the purpose and intent of permitting AUSTRO to purchase materials on open account from Plaintiff at Plaintiffs usual and customary price.

4. The Defendant, AUSTRO, purchased roofing, insulation and other roofing related AUSTRO materials on its account with Plaintiff pursuant to the Contract, and there remains due and owing to the Plaintiff on the account the principal sum of \$918,478.24. Copies of the outstanding invoices are attached hereto as Exhibit B.

5. Plaintiff has made demand upon Defendant to pay the sum due to Plaintiff on the open credit account, and Defendant has failed and/or refused to pay.

6. Pursuant to paragraph 6 of the Terms and Conditions of the Contract, venue is proper in Broward County, Florida.

COUNT I – BREACH OF CONTRACT

Plaintiff, ABC, sues the Defendant, AUSTRO, and alleges:

7. This is an action for damages that exceed \$50,000.00, exclusive of interest, costs and attorneys' fees.

8. The Plaintiff realleges the Common Allegations above as if set forth herein

9. The Defendant, AUSTRO, has breached the Contract by failing and/or refusing to pay for the roofing, insulation and other roofing related AUSTRO materials.

10. As a result of the breach, Plaintiff has suffered damages.

11. The Defendant, AUSTRO, owes the Plaintiff, ABC, the principal amount of \$918,478.24, together with pre-judgment interest, pursuant to the Contract.

12. Plaintiff has performed all conditions precedent prior to bringing this action, or the same have otherwise occurred.

13. Plaintiff has retained the services of its undersigned counsel to represent it in this matter and is obligated to pay them a reasonable fee for their services.

14. Pursuant to the terms of paragraph 2 of the Terms and Conditions of the Contract, the Plaintiff is entitled to recover from Defendant a reasonable attorneys' fees and court costs.

15. In the event of a default judgment, Plaintiff counsel is entitled to a reasonable attorneys fee in the amount of at least \$2,500.00.

WHEREFORE, Plaintiff, ABC, demands judgment against the Defendant, AUSTRO, in the principal amount of \$918,478.24, together with prejudgment interest, the costs of this action, and a reasonable attorneys' fee.

3. Count IV: lien foreclosure against Omega Villas

Materials delivered Feb. 5, 2024 to Jan. 13, 2026; total \$1,829,059.09; unpaid \$198,079.37; Notice to Owner served by certified mail.

WHEREFORE, Plaintiff, ABC, demands judgment against the Defendant, AUSTRO, for damages in the principal amount of \$918,478.24, together with prejudgment interest, an award of court costs, and for such other relief as this court deems just and proper.

Alternatively and conjunctively:

COUNT IV - LIEN FORECLOSURE

Plaintiff, ABC, sues the Defendant, OMEGA, and alleges:

28. This is an action seeking to foreclose a statutory mechanic's lien against real property located in Broward County, Florida, and judicial sale of said real property, as well as supplemental relief attendant thereto.

29. Plaintiff, ABC, is a foreign corporation authorized to do business in the state of Florida.

30. At all times relevant hereto, the Defendant, BROWARD, was a Florida not-for-profit corporation, doing business in Broward County Florida, and was the sole titleholder to the common elements of certain real property in Broward County, Florida which is legally known as:

**Omega Villas 1 Condo Units; Buildings 1 through 6; Folio 494134BJ;
Omega Villas 2 Condo Units; Buildings 7 through 12; Folio 464134CB;
Omega Villas 3 Condo Units; Buildings 13 through 18; Folio 464134CC;
Omega Villas 4 Condo Units; Buildings 19 through 24; Folio 464134CD;
Public Records of Broward County, Florida**

and which shall hereafter be collectively referred to as the Jobsite.

31. The Plaintiff, ABC, supplied building materials and supplies to the Defendant, AUSTRO, who was working as the general contractor on the Jobsite, and Plaintiff delivered the roofing and building materials and supplies to the Jobsite, which materials were used and incorporated into the improvements being performed at the Jobsite.

32. Plaintiff, ABC, furnished the first of the items to the Jobsite on February 5, 2024, and the last of the items to the Jobsite on January 13, 2026.

33. On March 7, 2024, ABC served by U.S. Certified Mail, return receipt requested, a notice to owner in the form prescribed by *Florida Statute* Section 713.06, a copy of which is attached hereto as Exhibit E, and which is incorporated herein by reference.

34. The total value of the building materials and supplies provided to the Jobsite by ABC was \$1,829,059.09, of which there remains unpaid the sum of \$198,079.37.

4. Claim of lien and relief requested

Claim of lien recorded April 10, 2026, instrument no. 120802566; ABC sought judicial sale of the "Jobsite."

View All Pages |  First  Previous Next  Last  |   Close

35. On April 10, 2026, ABC recorded its claim of lien as instrument number 120802566 in the public records of Broward County, Florida; and a true and correct copy of the claim of lien is attached hereto, incorporated by reference and made a part hereof as Exhibit G.

36. ABC has performed all conditions precedent prior to bringing this action.

37. ABC has retained the services of its undersigned counsel and is obligated to pay his usual and customary fees and expenses associated with the prosecution of this action, pursuant to Section 713.29, Florida Statutes.

WHEREFORE, Plaintiff demands the following relief from the Court under this Complaint:

(a) An accounting of the sums due ABC for the aforesaid materials, including prejudgment interest, ABC's taxable courts costs and attorney's fees pursuant to *Florida Statute* Sec. 713.29.

(b) A declaration that all sums due ABC as determined by the Court are secured by a legally enforceable lien against the Jobsite pursuant to the provisions of *Florida Statute* Chapter 713 and that such lien is superior in interest to that of all defendants to this action.

(c) An order that the Jobsite be promptly sold at judicial sale in order to generate proceeds to satisfy all debts and obligations due ABC for damages, prejudgment interest, attorney's fees, and taxable costs.

(d) An order providing that the proceeds of the judicial sale shall be applied first to ABC's taxable costs, including costs of sale, then to ABC's attorney's fees, then to prejudgment interest, then to the principal debt owed.

(e) A declaration that upon issuance by the Clerk of the certificate of sale that the rights of defendants and all persons claiming by and through them, and all persons asserting an interest against the Jobsite since the filing of the notice of lis pendens shall be forever extinguished and foreclosed.

(f) Such other and further relief as the Court deems appropriate.

HOLCOMB & LEUNG, PA
3203 W. Cypress St.
Tampa, Florida 33607
(813) 258-5835
(813) 258-5124 - Facsimile

5. Exhibit B: ABC statement to Austro (July 1, 2026)

Statement for one Austro account location; includes monthly late charges.



ABC Supply Co
1 ABC Pkwy
Beloit, WI 53511
http://www.abcsupply.com
1-877-205-0743

STATEMENT

Customer Number	2091694-0001
Statement Date	07/01/26
Total Amount Due	27,551.92

AUSTRO CONST INC
1326 HOLLYWOOD BLVD
HOLLYWOOD FL 33019-1518

Ship To: 0006

Austro Const Inc-Shop
1326 Hollywood Blvd
Hollywood, FL 33019-1518

CURRENT		1-30 Days	31 - 60 DAYS	61 - 90 DAYS	OVER 90 DAYS	TOTAL AMOUNT DUE	
0.00		374.10	374.10	374.10	26,429.62	27,551.92	
TYPE	INVOICE DATE	INVOICE NUMBER	CUSTOMER PO	GROSS AMOUNT	DISCOUNT AVAILABLE	PAYMENT	NET AMOUNT DUE
IN	10/10/25	2002254029-001	CGI LEVI	12,267.37			12,267.37
IN	10/10/25	2002254041-001	BHI LEVI DFD	2,738.06			2,738.06
IN	10/18/25	2003667300-001	BLDG B	1,068.29			1,068.29
IN	10/31/25	2003998992-001	bldg	8,063.75			8,063.75
IN	11/15/25	2004395848-001	5550	89.18			89.18
IN	11/18/25	2004397714-001	hollywood	232.29			232.29
IN	12/01/25	2004241107-001	Grandview	481.50			481.50
FC	12/31/25	FC1225-040001403		366.88			366.88
FC	01/31/26	FC0126-040001361		374.10			374.10
FC	02/28/26	FC0226-040001161		374.10			374.10
FC	03/31/26	FC0326-040001051		374.10			374.10
FC	04/30/26	FC0426-040000995		374.10			374.10
FC	05/31/26	FC0526-040001110		374.10			374.10
FC	06/30/26	FC0626-040000916		374.10			374.10



HAPPY FOURTH OF JULY
WE WILL BE CLOSED FRIDAY, JULY 3RD

TYPE KEY: IN = INVOICE CA = CASH ON ACCOUNT CI = CREDIT INVOICE FC = LATE CHARGE
CM = CREDIT MEMO DP = DEPOSIT DM = DEBIT MEMO

For proper credit, please tear off this remit slip and return with your payment and invoice payment details

Statement Date	Total Amount Due	Total Amount Paid
07/01/26	27,551.92	
Customer Number	Discount Available	Discount Taken
2091694-0001	0.00	

Bill To:
Austro Const Inc
1326 Hollywood Blvd
Hollywood, FL 33019-1518

Make Checks Payable & Remit To:
ABC SUPPLY CO
PO BOX 742067
ATLANTA, GA 30374-2067

EXHIBIT "B"

Page 1 of 1

6. Exhibit B: late-charge invoice (June 30, 2026)

Late charge based on a past-due amount of \$24,940.44.

Document Name: Complaint (Efiled)
Date: 8/14/2026

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ABC Supply Co
1 ABC Pkwy
Beloit WI, 53511
<http://www.abcsupply.com>

INVOICE

Customer Number	2091694-0001
Invoice Number	FC0626-040000916
Invoice Date	06/30/26
Payment Due Date	06/30/26
Total Amount Due	374.10

AUSTRO CONST INC
1326 HOLLYWOOD BLVD
HOLLYWOOD FL 33019-1518

Ship To: 0006
Austro Const Inc-Shop
1326 Hollywood Blvd
Hollywood, FL 33019-1518

Ship Via	Order Type	Order Date	Ship Date	Sales Agent	Ordered By	Reference	Job	
Shipping Branch 505 Fort Lauderdale, FL (954) 776-5110								
Item Code	Item Description	Quantity Ordered	Quantity Shipped	UOM	Extended Quantity	Price UOM	Price Per UOM	Extended Price
	Late Charge Based on past due amount of 24,940.44							374.10



HAPPY FOURTH OF JULY
WE WILL BE CLOSED FRIDAY, JULY 3RD

Due on Receipt

Make Checks Payable & Remit To:
ABC SUPPLY CO
PO BOX 742067
ATLANTA, GA 30374-2067

**TOTAL
PAYABLE IN
U.S. DOLLARS**

374.10

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7. Exhibit B: late-charge invoice (May 31, 2026)

Late charge based on a past-due amount of \$24,940.44.

Case Number: CACE26013254 Document Name: Complaint (Efiled) Date: 8/14/2026																																											
View All Pages First Previous Next Last PDF Close					Page 12 of 178																																						
 ABC Supply Co 1 ABC Pkwy Beloit WI, 53511 http://www.abcsupply.com INVOICE <table border="1" style="width: 100%; border-collapse: collapse;"><tr><td>Customer Number</td><td>2091694-0001</td></tr><tr><td>Invoice Number</td><td>FC0526-040001110</td></tr><tr><td>Invoice Date</td><td>05/31/26</td></tr><tr><td>Payment Due Date</td><td>05/31/26</td></tr><tr><td>Total Amount Due</td><td>374.10</td></tr></table> AUSTRO CONST INC 1326 HOLLYWOOD BLVD HOLLYWOOD FL 33019-1518 Ship To: 0006 Austro Const Inc-Shop 1326 Hollywood Blvd Hollywood, FL 33019-1518										Customer Number	2091694-0001	Invoice Number	FC0526-040001110	Invoice Date	05/31/26	Payment Due Date	05/31/26	Total Amount Due	374.10																								
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<table border="1" style="width: 100%; border-collapse: collapse;"><thead><tr><th>Ship Via</th><th>Order Type</th><th>Order Date</th><th>Ship Date</th><th>Sales Agent</th><th>Ordered By</th><th>Reference</th><th>Job</th></tr></thead><tbody><tr><td colspan="8">Shipping Branch 505 Fort Lauderdale, FL (954) 776-5110</td></tr><tr><th>Item Code</th><th>Item Description</th><th>Quantity Ordered</th><th>Quantity Shipped</th><th>UOM</th><th>Extended Quantity</th><th>Price UOM</th><th>Price Per UOM</th><th>Extended Price</th></tr><tr><td></td><td>Late Charge Based on past due amount of 24,940.44</td><td></td><td></td><td></td><td></td><td></td><td></td><td style="text-align: right;">374.10</td></tr></tbody></table>										Ship Via	Order Type	Order Date	Ship Date	Sales Agent	Ordered By	Reference	Job	Shipping Branch 505 Fort Lauderdale, FL (954) 776-5110								Item Code	Item Description	Quantity Ordered	Quantity Shipped	UOM	Extended Quantity	Price UOM	Price Per UOM	Extended Price		Late Charge Based on past due amount of 24,940.44							374.10
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	Late Charge Based on past due amount of 24,940.44							374.10																																			
Due on Receipt Make Checks Payable & Remit To: ABC SUPPLY CO PO BOX 742067 ATLANTA, GA 30374-2067 TOTAL PAYABLE IN U.S. DOLLARS 374.10 SELLER IS A DISTRIBUTOR AND MAKES NO PRODUCT WARRANTIES. SELLER DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. All sales are made solely pursuant to Seller's terms and conditions of sale, which can be accessed at https://www.abcsupply.com/terms-of-sale/ and are available upon request from your local branch. Note: Seller's terms contain indemnification provisions and warranty limitations and damage disclaimers that are binding upon Buyer. All other terms and conditions are expressly rejected. By accepting the below materials, you agree to Seller's terms and conditions. Seller represents that with respect to the production of the articles and/or the performance of the services covered by this invoice, has fully complied with section 12(A) of the Fair Labor Standards Act of 1938 as amended. LATE PAYMENT CHARGE: All accounts past due will be subject to a monthly late payment charge, not to exceed the maximum allowable by state or federal law. When you provide a check as payment, you authorize us either to use this information from your check to make a one-time electronic fund transfer (EFT) from your account or to process the payment as a check transaction. For inquiries, please call the number provided on the invoice.																																											
Page 1 of 1																																											

8. Exhibit B: invoice for another Austro project

Shipped to "Grandview At Emerald," Hollywood: Austro's unpaid account covers more than Omega Villas.



ABC Supply Co
1 ABC Pkwy
Beloit WI, 53511
<http://www.abcsupply.com>

INVOICE

Customer Number	2091694-0001
Invoice Number	2006124669-002
Invoice Date	03/31/26
Customer PO#	LAWSON 2339296
Payment Due Date	05/30/26
Total Invoice Amt	2,914.82
Total Amount Due	2,914.82

AUSTRO CONST INC
1326 HOLLYWOOD BLVD
HOLLYWOOD FL 33019-1518

Ship To: 0005
Grandview At Emerald
2808 N 46th Ave
Hollywood, FL 33021-2988

Ship Via	Order Type	Order Date	Ship Date	Sales Agent	Ordered By	Reference	Job	
OTG	DELIVERY	01/29/26	03/31/26	M Rovner		LAWSON 2339296	LAWSON 2339296	
Shipping Branch 1282 Deerfield Beach, FL (954) 440-3677								
Item Code	Item Description	Quantity Ordered	Quantity Shipped	UOM	Extended Quantity	Price UOM	Price Per UOM	Extended Price
NS0000428218	LAWSON 2339296 PRIME PO # 2000752989 74 7/16 X 85 5/16 Custom Aluminum Replacement 1 FD1000 HL XX	1	1	EA	1.000	EA	2,724.130	2,724.13
	SUBTOTAL							2,724.13
	Sales Tax 7.0%							190.69
TRACK ORDERS AND DELIVERIES myABCsupply KEEP YOUR CREW MOVING AND CUSTOMERS UP TO DATE » DOWNLOAD THE ABC APP								
Net 60 Days		Make Checks Payable & Remit To: ABC SUPPLY CO PO BOX 742067 ATLANTA, GA 30374-2067					TOTAL PAYABLE IN U.S. DOLLARS	2,914.82
ABC SUPPLY IS A DISTRIBUTOR AND MAKES NO PRODUCT WARRANTIES. ABC SUPPLY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. All sales are made solely pursuant to ABC Supply's terms and conditions of sale, which can be accessed at https://www.abcsupply.com/terms-of-sale/ and are available upon request from your local branch. Note: Seller's terms contain indemnification provisions and warranty limitations and damage disclaimers that are binding upon Buyer. All other terms and conditions are expressly rejected. By accepting the below materials, you agree to ABC Supply's terms and conditions. Seller represents that with respect to the production of the articles and/or the performance of the services covered by this invoice, has fully complied with section 12(A) of the Fair Labor Standards Act of 1938 as amended. LATE PAYMENT CHARGE: All accounts past due will be subject to a monthly late payment charge, not to exceed the maximum allowable by state or federal law. When you provide a check as payment, you authorize us either to use this information from your check to make a one-time electronic fund transfer (EFT) from your account or to process the payment as a check transaction. For inquiries, please call the number provided on the invoice.								

9. Exhibit B: invoice for another Austro project

PGT sliding glass doors shipped to "Grandview At Emerald," Hollywood.

Document Name: **Complaint (Efiled)**
 Date: **8/14/2026**

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ABC Supply Co
1 ABC Pkwy
Beloit WI, 53511
<http://www.abcsupply.com>

INVOICE

Customer Number	2091694-0001
Invoice Number	2006125462-001
Invoice Date	03/06/26
Customer PO#	PGT 8606035 GYM
Payment Due Date	05/05/26
Total Invoice Amt	19,293.18
Total Amount Due	19,293.18

AUSTRO CONST INC
1326 HOLLYWOOD BLVD
HOLLYWOOD FL 33019-1518

Ship To: 0005
Grandview At Emerald
2808 N 46th Ave
Hollywood, FL 33021-2988

Ship Via	Order Type	Order Date	Ship Date	Sales Agent	Ordered By	Reference	Job
OTG	DELIVERY	01/29/26	03/06/26	M Rovner		PGT 8606035 GYM	PGT 8606035 GYM
Shipping Branch 1282 Deerfield Beach, FL (954) 440-3677							

Item Code	Item Description	Quantity Ordered	Quantity Shipped	UOM	Extended Quantity	Price UOM	Price Per UOM	Extended Price
	PGT 8606035 GYM PO# 2000753140							
NS0000428276	176 X 96 PGT Aluminum Replacement 1. SGD 670 OXXO	1	1	EA	1.000	EA	6,017.560	6,017.56
NS0000428280	144 X 96 PGT Aluminum Replacement 2. SGD 770 OXXO	1	1	EA	1.000	EA	6,021.020	6,021.02
NS0000428283	144 X 96 PGT Aluminum Replacement 3. SGD 770 OXXO	1	1	EA	1.000	EA	6,021.020	6,021.02
DELIVERYBR2	Two Man Delivery Charge	1	1	EA	1.000	EA	100.000	100.00
	SUBTOTAL							18,159.60
	Sales Tax							1,133.58



RIGHT PRODUCT. RIGHT PLACE. RIGHT TIME.

ROOFING | SIDING | WINDOWS | GUTTER

Net 60 Days

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Make Checks Payable & Remit To:
 ABC SUPPLY CO
 PO BOX 742067
 ATLANTA, GA 30374-2067

TOTAL PAYABLE IN U.S. DOLLARS

19,293.18

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10. Omega Villas Board meeting agenda (posted October 23, 2026)

President's report item: "ABC Lien from Austro and release of lien resolution update." Photo of the posted agenda.

