

IN THE SUPREME COURT OF MISSISSIPPI

NO. 2026-FC-00451-SCT

CUEVAS MACHINE COMPANY, INC.

v.

CALGON CARBON CORPORATION

ATTORNEYS FOR APPELLANT:	JASON M. KIRSCHBERG JEFFERY P. REYNOLDS
ATTORNEYS FOR APPELLEE:	R. MARK ALEXANDER, JR. MELANIE B. MITCHELL GERALD E. BURNS, III CHANCE LYMAN
NATURE OF THE CASE:	CIVIL - FEDERALLY CERTIFIED QUESTION
DISPOSITION:	CERTIFIED QUESTION ANSWERED - 10/15/2026
MOTION FOR REHEARING FILED:	

BEFORE KING, P.J., GRIFFIS AND BRANNING, JJ.

GRIFFIS, JUSTICE, FOR THE COURT:

¶1. The United States Court of Appeals for the Fifth Circuit certified the following question of state law to this Court:

If a lienor attaches dated invoices to a construction lien, but these invoices do not plainly indicate the “the last date the labor, services or materials were supplied to the premises,” do the attachments nonetheless satisfy the requirement that an enforceable lien “specify the date the claim was due” under [Mississippi Code Section] 85-7-405(1)(b)?

Cuevas Mach. Co. v. Calgon Carbon Corp., 173 F.4th 222, 228 (5th Cir. Apr. 15, 2026).

Because the lien attachments do not “specify the date the claim was due,” i.e., “the last date the labor, services or materials were supplied to the premises,” this Court answers the

question in the negative. Miss. Code Ann. § 85-7-405(1)(b) (Rev. 2021).

FACTS AND PROCEDURAL HISTORY

¶2. In May 2022, Cuevas Machine Company, Inc., entered into a subcontract agreement with general contractor O’Neal Constructors, LLC, to perform fabrication and machining services for Calgon Carbon Corporation’s filtration plant in Hancock County. The subcontract included a “pay-when-paid” provision under which O’Neal paid Cuevas for Cuevas’s work only after Calgon paid O’Neal.

¶3. By June 2023, O’Neal had stopped making payments to Cuevas, claiming that Calgon had not paid O’Neal due to “disputes relating to the Calgon project[.]” Despite the lack of payment, Cuevas continued to perform work on Calgon’s project.

¶4. On October 24, 2023, Cuevas filed two construction liens against the project property under Section 85-7-405, with the first lien in the amount of \$471,660.45 and the second lien in the amount of \$763,244.50. The liens themselves did not specify the date the claim was due, but attached to each lien were dated invoices that listed the work performed and the amount owed for the work.

¶5. Cuevas later filed a complaint against Calgon alleging a remaining balance of \$1,234,904.95. Cuevas requested foreclosure on the construction liens under Section 85-7-405, specifically “that the [c]ourt issue a special writ of execution ordering the sale of [the] [p]roperty improved by Cuevas, with proceeds going to satisfy Cuevas’s [c]onstruction [l]iens, plus pre-judgment interest[.]” Cuevas also asserted claims for quantum meruit and unjust enrichment.

¶6. Calgon removed the case to the United States District Court for the Southern District of Mississippi and filed a motion to dismiss under Federal Rule of Civil Procedure 12(b)(6), along with a supporting memorandum. In its motion, Calgon argued the liens failed to comply with Section 85-7-405(1)(b) because they failed to “specify the date the claim was due, which is the same as the last date the labor, services or materials were supplied to the premises.” § 85-7-405(1)(b). Cuevas, on the other hand, argued the attached invoices complied with the statutory requirements.

¶7. The district court noted that “no opinion from the Mississippi Supreme Court . . . squarely answer[ed] the question before it—namely, whether a date on an invoice attached to a lien ‘in substance’ satisfies the statutory requirements that the proponent ‘specify the date the claim was due.’” *Cuevas Mach. Co., Inc. v. Calgon Carbon Corp.*, No. 1:24-CV-114-HSO-BWR, 2025 WL 1135035, at *5 (S.D. Miss. Mar. 20, 2025) (quoting § 85-7-405(1)(b)). As a result, under the *Erie*¹ doctrine, the district court “attempt[ed] to predict state law[.]” *Id.* at *3 (quoting *Keen v. Miller Env’t Grp., Inc.*, 702 F.3d 239, 243 (5th Cir. 2012)). The district court found that “Cuevas did not comply with the requirements of [Section] 85-7-405 by specifying a date [the claim was due] in the [l]iens (or their attachments)” and therefore granted Calgon’s motion and dismissed Cuevas’s complaint with prejudice. *Id.* at *7. Cuevas appealed to the United States Court of Appeals for the Fifth Circuit.

¶8. The Fifth Circuit noted “that older precedents suggest that lien statutes should be

¹ *Erie R.R. Co. v. Tompkins*, 304 U.S. 64, 78, 58 S. Ct. 817, 82 L. Ed. 1188 (1938).

liberally construed in order to validate the liens” but that “an alternative line of cases instructs that construction liens are statutory creations that must be created and enforced precisely in line with statutory requirements.” *Cuevas Mach. Co.*, 173 F.4th at 227. The Court held:

It is unclear from state precedent whether the Mississippi Supreme Court would interpret the relevant lien statute flexibly or in strict accordance with its terms. More precisely, we remain uncertain as to whether a lienor may establish the “last date” on which labor, services, or materials were provided—as required to create a valid construction lien—by attaching invoices that do not clearly identify such a “last date.” To avoid misapplying the state’s construction lien statute, we certify the issue to the Mississippi Supreme Court.

Id. at 224.

CERTIFIED QUESTION

¶9. If a lienor attaches dated invoices to a construction lien, but these invoices do not plainly indicate the “the last date the labor, services or materials were supplied to the premises,” do the attachments nonetheless satisfy the requirement that an enforceable lien “specify the date the claim was due” under Miss. Code Ann. § 85-7-405(1)(b)?

Id. at 228.

STANDARD OF REVIEW

¶10. “Mississippi Rule of Appellate Procedure 20 authorizes the Fifth Circuit to certify a question to this Court when in a proceeding before that court a question or proposition of law arises that may be ‘determinative of all or part of that cause and there are no clear controlling precedents’ in this Court’s decisions.” *Crabtree v. Allstate Prop. & Cas. Ins. Co.*, 426 So. 3d 226, 228 (Miss. 2025) (quoting M.R.A.P. 20(a)). “The Supreme Court may, in its discretion, decline to answer the questions certified to it.” *Id.* at 228-29 (internal quotation

marks omitted) (quoting M.R.A.P. 20(a)). “If this Court answers the question, it will restrict its review to “[“]declaring in general terms the controlling rules” of state law, and not application of law to fact.” *Id.* at 229 (quoting M.R.C.P. 20(a) cmt. (quoting **Boardman v. United Servs. Auto. Ass’n**, 470 So. 2d 1024, 1031 (Miss. 1985))). “The role of this Court is limited to law declaration; fact finding and law application is the responsibility of the fact-finding court, which in this instance is the Fifth Circuit.” *Id.*

DISCUSSION

¶11. The certified question before us involves statutory interpretation, specifically, the interpretation of Section 85-7-405(1)(b). “If the words of a statute are clear and unambiguous, the Court applies the plain meaning of the statute and refrains from using principles of statutory construction.” *Am. Tower Asset Sub, LLC v. Marshall Cnty.*, 324 So. 3d 300, 302 (Miss. 2021) (internal quotation marks omitted) (quoting *Hall v. State*, 241 So. 3d 629, 631 (Miss. 2018)). “But if the statute is ambiguous or silent on a specific issue, statutory interpretation is appropriate, and the Court must ‘ascertain the intent of the legislature from the statute as a whole and from the language used therein.’” *Id.* (quoting *BancorpSouth Bank v. Duckett (In re Guardianship of Duckett)*, 991 So. 2d 1165, 1181-82 (Miss. 2008)). “Our duty is to carefully review the statutory language and apply its most reasonable interpretation and meaning to the facts of a particular case.” *Hall*, 241 So. 3d at 631 (internal quotation marks omitted) (quoting *Corp. Mgmt., Inc. v. Greene Cnty.*, 23 So. 3d 454, 465 (Miss. 2009)).

¶12. Section 85-7-405 sets forth the requirements for an enforceable lien. Miss. Code Ann.

§ 85-7-405 (Rev. 2021). Under Section 85-7-405,

(1) To make good a lien created in Section 85-7-403(1), it must be created and declared in accordance with the following provisions, and on failure of any of them the lien shall not be effective or enforceable:

....;

(b) The filing for record of the claim of lien in the office of the clerk of the chancery court of the county where the property is located within ninety (90) days after the claimant's last work performed, labor, services or materials provided, the furnishing of architectural services, or the furnishing or performing of surveying or engineering services. The lien shall include a statement regarding its expiration pursuant to Section 85-7-421(1) and a notice to the owner of the property on which a claim of lien is filed that the owner has the right to contest the lien; the absence of the statement or notice shall invalidate the lien. The claim shall be in substance as follows:

“A.B., a mechanic, contractor, subcontractor, materialman, machinist, manufacturer, registered architect, registered forester, registered land surveyor, registered professional engineer, or other person (as the case may be) claims a lien in the amount of (specify the amount claimed) on the building, structure, house, factory, mill, machinery, or railroad (as the case may be) and the premises or real estate on which it is erected or built, of C.D. (describing the houses, premises, real estate, or railroad), for satisfaction of a claim which became due on (specify the date the claim was due, which is the same as the last date the labor, services or materials were supplied to the premises) for work performed or labor, services provided (or whatever the claim may be).

THIS CLAIM OF LIEN EXPIRES AND IS VOID ONE HUNDRED EIGHTY (180) DAYS FROM THE DATE OF FILING OF THE CLAIM OF LIEN IF A PAYMENT ACTION IS NOT FILED BY THE CLAIMANT WITHIN THAT TIME PERIOD.

NOTICE TO OWNER OF PROPERTY: You have the right to contest this claim of lien pursuant to Mississippi law.”

No later than two (2) business days after the claim of lien is filed of record, the lien claimant shall send a true and accurate copy of the claim of lien by registered or certified mail or statutory overnight delivery to the owner of the property or, if the owner's address cannot be found, the contractor, as the agent of the owner; if the property owner is an entity on file with the Secretary of State's office, sending a copy of the claim of lien to the entity's address or the registered agent's address shall satisfy this requirement. If the lien claimant is not the contractor, he shall also send a copy of the claim of lien within two (2) business days by registered or certified mail or statutory overnight delivery to the contractor or to the contractor's registered agent.

Miss. Code Ann. § 85-7-405(1)(b) (Rev. 2021).

¶13. “Thus, lienors have some flexibility in filing a lien, so long as it complies ‘in substance’ with the lien statute.” *Cuevas Mach. Co.*, 173 F.4th at 226 (quoting § 85-7-405(1)(b)). “But there are some elements (including the ‘amount claimed’ and ‘last date [that] labor, services or materials were supplied to the premises’) that lienors must ‘specify’ for a lien to be enforceable.” *Id.* (alteration in original) (quoting § 85-7-405(1)(b)). In other words, “it may not be necessary for a lien claimant to use language identical to that which is set forth in this portion of the statute. But the statute does require that the lien claimant must still ‘specify the date the claim was due[.]’” *Cuevas Mach. Co.*, 2025 WL 1135035, at *5 (quoting *Substance*, Black’s Law Dictionary (12th ed. 2024)). “To specify is . . . ‘to mention or name in a specific or explicit manner: tell or state precisely or in detail.’” *Quang Thanh Tran v. State*, 962 So. 2d 1237, 1244 (Miss. 2007) (quoting Webster’s Third New Int’l Dictionary 2187 (3d ed. 1986)).

¶14. At issue here is whether Cuevas sufficiently “specif[ied] the date the claim was due,

which is the same as the last date the labor, services or materials were supplied to the premises[.]” § 85-7-405(1)(b). It is undisputed that the liens do not “specify the date the claim was due, which is the same as the last date the labor, services or materials were supplied to the premises[.]” *Id.* Cuevas argues, however, that it complied with Section 85-7-405(1)(b) since it attached to both liens various dated invoices with the “‘last date the labor, services or materials were supplied to the premises’ . . . reflected in the last dated invoice”—“August 29, 2023” and “September 6, 2023.” Calgon disagrees, arguing that the attached invoices “contain several different dates . . . but no information as to what the dates represent[.]” According to Calgon, because the attached invoices lack “any explanation or indication as to the nature of the[]. . . dates,” the invoices do not sufficiently “specify the date the claim was due,” i.e., they do not specify “the last date the labor, services or materials were supplied to the premises[.]” § 85-7-405(1)(b).

¶15. As the Fifth Circuit noted, this “Court has not addressed whether the information required to be included in a valid lien may be supplied by reference to incorporated attachments as opposed to being set forth in the body of the lien itself.” *Cuevas Mach. Co.*, 173 F.4th at 226. But the certified question before us is not “whether the information required to be included in a valid lien may be supplied by reference to incorporated attachments as opposed to being set forth in the body of the lien itself.” *Id.* Rather, the certified question the Court must answer is, “assuming that attached invoices may supply the information required for a valid lien by reference,” do the attached “invoice[s] containing an imprecise or ambiguous ‘date the claim was due’ adequately ‘specif[y]’ such a date pursuant

to § 85-7-405(1)(b)[?]” *Id.* In other words, if the lien attachments “do not plainly indicate ‘the last date the labor, services or materials were supplied to the premises,’ do the attachments nonetheless satisfy the requirement that an enforceable lien ‘specify the date the claim was due’ under Miss. Code Ann. § 85-7-405(1)(b)?” *Id.* at 228. This Court finds they do not and answers the certified question in the negative.

¶16. Historically, lien statutes have been liberally construed to validate the lien. *See Buck v. Brian*, 3 Miss. 874, 881 (1838) (Mechanics’ liens “are favored in law. They are an unlettered class of men, and courts will uphold the policy of the country in giving these statutes a free interpretation in favor of the laborer.”); *Weathersby v. Sinclair*, 43 Miss. 189, 195 (1870) (“[T]he ‘mechanic’s lien law’ . . . should be construed in a spirit of liberality, to advance the primary end aimed at by the legislature, to-wit: securing to the mechanic and material man compensation for labor and materials[.]”); *Sharpe v. Spengler*, 48 Miss. 360, 363 (1873) (“The statute regulating [mechanics’ liens] is liberally construed for the ends of justice[.]”); *Langford v. Leggett*, 99 Miss. 266, 54 So. 856, 857 (1911) (“In every instance where this court ha[s] given a construction to this statute, it has been a liberal construction in favor of the lien, securing to the laborer his wages under a contract of employment of this kind, where the statute creates the lien.”); *In re Purvis*, 293 F. 102, 104 (S.D. Miss. 1923) (“Th[e] statute is liberally construed in favor of mechanics and materialmen[.]” (citing *Harrison v. Breeden*, 8 Miss. 670 (1843); *Buck*, 3 Miss. at 874; *Buchanan v. Smith*, 43 Miss. 90 (1870); *Weathersby*, 43 Miss. at 189; *Sharpe*, 48 Miss. at 360)).

¶17. But while “older precedents suggest that lien statutes should be liberally construed .

. . to validate the liens,” *Cuevas Mach. Co.*, 173 F.4th at 227, other cases have suggested that strict compliance, especially as it relates to notice, is required. See *Lake v. Brannin*, 90 Miss. 737, 44 So. 65, 65 (1907) (“The fact that materials were furnished to the contractors and that the contractors put this material in the building creates no liability on the part of the owner, unless . . . at the time notice is served on him there must be something due by the owner to the contractor.”); *Citizens’ Lumber Co. v. Netterville*, 137 Miss. 310, 102 So. 178, 179 (1924) (“[T]he rights of each subcontractor or laborer or materialman furnishing a contractor . . . only becomes effective from the date of the notice[.]” (quoting *Enochs Lumber & Mfg. Co. v. Garber*, 116 Miss. 229, 76 So. 730 (1917))); *Chancellor v. Melvin*, 211 Miss. 590, 52 So. 2d 360, 364 (Miss. 1951) (“Although the statute should be construed liberally to effectuate its purposes, laborers and materialmen have no lien on the money owed by the owner to the contractor until they give the statutory stop notice to the owner.” (citing *Netterville*, 102 So. 178, *Lake*, 44 So. at 65)).

¶18. In *Jones Supply Co. v. Ishee*, the Court explained as follows:

Mechanics’ and materialmen’s liens are not recognized at common law nor in equity. They are creatures of and dependent upon statute. 36 Am. Jur., Mechanics’ Liens, Sec. 19. *Pincus v. Collins*, 198 Miss. 283, 22 So. 2d 361 [(1945)]. Statutory prerequisites, therefore, must be strictly complied with for the lienor to gain the benefits offered by statute. This principle is announced in 36 Am. Jur., Mechanics’ Liens, Sec. 124, p. 90, as follows:

‘Inasmuch as mechanics’ liens are purely statutory, they must show upon their face a compliance with all the statutory requisites to their validity. They are inchoate until completed or perfected by compliance with the statute, and are lost utterly if those acts required for their completion are not done in the manner and within the time required by statute. In many cases, it is said that a strict compliance with the statute must be shown.

This doubtless means that all the statutory steps must be taken, and that the notice or statement of the lien shall contain all the averments required by the statute.’

Jones Supply Co. v. Ishee, 249 Miss. 515, 163 So. 2d 470, 472 (1964).

¶19. Regarding notice, the district court in *Cuevas Machine Co.* explained as follows:

The importance of specificity in stating the date the claim became due is confirmed by other provisions of the Mississippi Code dealing with special liens on real estate. For example, the provision dealing with discharge of a lien by filing a bond explains that “[t]he failure to specify both the amount claimed due under the lien and the date the claim was due shall result in the lien not constituting notice for any purposes.” Miss. Code Ann. § 85-7-415(3). And a leading secondary source on Mississippi law confirms this understanding, explaining that “a lien claimant must state the amount of his lien and the date that it became due, ‘[t]he failure to specify both the amount claimed due under the lien and the date the claim was due shall result in the lien not constituting notice for any purpose.’” 3A Donald E. Campbell et al., *MS Prac. Encyclopedia MS Law* § 19A:35 (3d ed.) (citing Miss. Code Ann. § 85-7-415(3)).

Cuevas Mach. Co., 2025 WL 1135035, at *6.

¶20. Here, specification of “the last date the labor, services or materials were supplied to the premises” is important because that date determines the deadline in which to file the claim of lien. § 85-7-405(1)(b). Indeed, the claimant must file the claim of lien “within ninety (90) days after the claimant’s last work performed, labor, services or materials provided[.]” § 85-7-405(1)(b). Thus, “[f]ailure to clearly specify that date in the lien (or in an attachment) provides insufficient notice to the lienee and makes it difficult to ascertain whether the lien was timely filed.” *Cuevas Mach. Co.*, 2025 WL 1135035, at *7.

¶21. Cuevas acknowledges that “[t]he purpose of [Section 85-7-405(1)(b)’s] language is to measure whether the claimant records the lien ‘within ninety (90) days after the claimant’s

last work performed, labor, services or materials provided[.]” § 85-7-405(1)(b). And it recognizes that the Court has “strictly applie[d] notice requirements in lien laws[.]” Nevertheless, Cuevas argues that this Court should apply a liberal or broad interpretation of Section 85-7-405(1)(b)’s requirement that the lien “in substance . . . specify the date the claim was due[.]” In support, Cuevas relies on *Land Holdings I, LLC v. GSI Servs., LLC*, 265 So. 3d 147 (Miss. 2019). But Cuevas’s reliance is misplaced as *Land Holdings I* is distinguishable.

¶22. In *Land Holdings I*, GSI filed a lien against Land Holdings I for labor and/or services performed on several occasions. *Id.* at 148. Notably, in the lien, *GSI specified a date the claim was due*, i.e., the last date the labor, services or materials were supplied. *Id.* at 148-49. Land Holdings I, however, “disputed whether the date listed in the lien was actually the date work was last performed.” *Cuevas Machine Co.*, 2025 WL 1135035, at *6 (citing *Land Holdings I*, 265 So. 3d at 148-49). As a result, Land Holdings I filed a petition to expunge the lien and argued “that GSI failed to file its notice of lien within ninety days of the *last work performed*” as required by Section 85-7-405(1)(b). *Land Holdings I*, 265 So. 3d at 149. The trial court held an evidentiary hearing to determine when GSI last performed work at Land Holdings I. *Id.* at 148. The trial court concluded that GSI performed work within ninety days of filing its lien and denied Land Holdings I’s petition to expunge the lien. *Id.* at 149.

¶23. In *Land Holdings I*, the lien specified the date the claim was due. *Id.* at 148-49. The only issue was the accuracy of that date. *Id.* Here, unlike in *Land Holdings I*, Cuevas did

not “specify the date the claim was due,” i.e., “the last date the labor, services or materials were supplied[.]” § 85-7-405(1)(b). Again, neither the lien nor the attached invoices specify a last date labor, services, or materials were supplied. Although dates are included on the attached invoices,² the invoices do not specify that those dates are the dates the claim was due, i.e., “the last date the labor, service or materials were supplied to the premises.” *Id.* Instead, one claim of lien includes eleven attached invoices with seven different dates ranging from June 6, 2023 to August 29, 2023. And the other claim of lien includes eight attached invoices with all the same date, September 6, 2023. These dated invoices do not make clear or “mention or name in a specific or explicit manner: tell or state precisely or in detail,” *Quang Thanh Tran*, 962 So. 2d at 1244 (internal quotation mark omitted) (quoting Webster’s Third New Int’l Dictionary 2187), when the claim was due, i.e., “the last date the labor, services, or materials were supplied to the premises.” § 85-7-405(1)(b). Instead, as the Fifth Circuit noted, “it is unclear from the invoices themselves whether the dates listed reflect the dates that particular services were provided, the dates on which Cuevas generated the invoices, or some other dates relevant to Cuevas’s accounting practices.” *Cuevas Mach. Co.*, 173 F.4th at 224. “The point here is that the Court—and presumably [Calgon]—cannot say with certainty exactly what the dates on the attached invoices represent. Such uncertainty demonstrates why Cuevas in this case has not sufficiently specified the date the claim was due, as required by statute.” *Cuevas Mach. Co.*, 2025 WL 1135035, at *6.

² The date on each invoice appears on the top right-hand side of the invoice and is located right next to the invoice number. The description of services and the quantity of supplies are listed well below the date and invoice number.

¶24. Cuevas asserts that “[e]ven if there were a bona fide dispute over ‘the date the claim was due’ or ‘[the] last date the labor, services or materials were supplied to the premises[,]’ *Land Holdings I* instructs that courts should hold an evidentiary hearing rather than void the lien or dismiss the case with prejudice.” But again, an evidentiary hearing was held in *Land Holdings I* to confirm the accuracy of the date specified in the claim of lien. *Land Holdings I*, 265 So. 3d at 148-49. Here, no such date was specified in the claim of lien or the attachments. As the Fifth Circuit correctly noted, “a hearing would not resolve the legal question driving this appeal; even if the correct ‘last date’ were determined, the underlying *validity* of a lien that did not include such a date would still be in question.” *Cuevas Mach. Co.*, 173 F.4th at 227 n.2. In other words, “regardless of what such a hearing might reveal about the date the claim became due, the simple fact would remain that at the outset Cuevas did not comply with the requirements of [Section] 85-7-405 by specifying a date in the [l]iens (or their attachments).” *Cuevas Mach. Co.*, 2025 WL 1135035, at *7.

¶25. Cuevas further asserts that Section 85-7-405(1)(b) requires only that the claim comply “in substance” with the lien statute. § 85-7-405(1)(b). Cuevas argues that “[b]y including dated invoices . . . , [it] ‘in substance’ specified the date its ‘claim was due’ as required under the statute.” But this Court agrees with Calgon that

The fact that the lien statute states that liens should be “in substance” followed by template language does not change this analysis. The requirement that the lien be “in substance” is a reference to the sample language that follows in Section 85-7-405; it is not something that overrides the later reference to specificity. Although it may not be necessary to use the identical language set out in the statute’s example, the statute still requires that the claimant shall “specify the date the claim was due.” § 85-7-405(1)(b). Indeed, to read the phrase “in substance” to permit a lien claimant to attach invoices that do not

plainly indicate the date the claim was due would *read out of the statute* the requirement that the claimant *specify* the date the claim was due.

¶26. “In construing a statute, we seek the intention of the Legislature and adopt that interpretation which will reflect the intended meaning of the Legislature.” *Saul v. Jenkins*, 963 So. 2d 552, 554 (Miss. 2007) (citing *Arceo v. Tolliver*, 949 So. 2d 691, 695 (Miss. 2006); *Pitalo v. GPCH-GP, Inc.*, 933 So. 2d 927, 928-29 (Miss. 2006)). “[W]here the language in a statute is plain and unambiguous, ‘[i]t is not within the province of this [c]ourt to add to the law as the Legislature has written it.’” *Lewis v. Hinds Cnty. Cir. Ct.*, 158 So. 3d 1117, 1122 (Miss. 2015) (second alteration in original) (quoting *First Nat’l Bank of Memphis v. State Tax Comm’n*, 210 Miss. 590, 49 So. 2d 410, 412 (1950)).

No principle is more firmly established, or rests on more secure foundations, than the rule which declares when a law is *plain and unambiguous*, whether it be expressed in general or limited terms, that the *Legislature shall be deemed to have intended* to mean what they have plainly expressed, and, consequently, no room is left for construction in the application of such a law.

Id. (quoting *Conway v. Miss. State Bd. of Health*, 252 Miss. 315, 173 So. 2d 412, 415 (1965)).

¶27. Recently, in *KD Oak Grove, LLC v. Warren & Warren Asphalt Paving, LLC*, the Court addressed the same statute in this case—Section 85-7-405(1), albeit a different subsection. *KD Oak Grove, LLC v. Warren & Warren Asphalt Paving, LLC*, 324 So. 3d 1134, 1136 (Miss. 2021). Warren, one of the subcontractors, failed to timely and contemporaneously file its *lis pendens* notice along with its construction liens. *Id.* at 1136. Under Mississippi Code Section 85-7-405(1)(c)(i), a *lis pendens* notice “shall be filed with the commencement of the action[.]” Miss. Code Ann. § 85-7-405(1)(c)(i) (Rev. 2021). The

Court found that “the statute clearly and unambiguously require[d] the filing of a *lis pendens* notice ‘with the commencement of the action.’” ***KD Oak Grove, LLC***, 324 So. 3d at 1137 (quoting § 85-7-405(1)(c)(i)). And “[b]ecause the statute include[d] the mandatory term ‘shall,’” the statute’s restriction was not “a suggestion—it [wa]s a mandate.” *Id.* at 1136-37 (internal quotation mark omitted) (quoting ***Pickering v. Langston Law Firm, P.A.***, 88 So. 3d 1269, 1275 (Miss. 2012)). The Court concluded that Warren’s failure to file the *lis pendens* notice with the commencement of its payment action under Section 85-7-405(1) rendered its liens invalid. *Id.* at 1137.

¶28. Here, as ***KD Oak Grove, LLC***, “[t]he statutory requirement is clear and unambiguous[.]” *Id.* at 1137. Indeed, as written, Section 85-7-405(1)(b) plainly and unambiguously requires the claimant to “specify the date the claim was due, which is the same as the last date the labor, services or materials were supplied to the premises.” § 85-7-405(1)(b). Neither the liens nor the attached invoices “mention or name in a specific or explicit manner: tell or state precisely or in detail” the date the claim was due. ***Quang Thanh Tran***, 962 So. 2d at 1244 (internal quotation mark omitted) (quoting Webster’s Third New Int’l Dictionary 2187). Thus, this Court answers the certified question in the negative.

CONCLUSION

¶29. In order for a lien to be enforceable under Section 85-7-405, the claim of lien shall “specify the date the claim was due,” i.e., “the last date the labor, services or materials were supplied to the premises.” § 85-7-405(1)(b). Assuming the lienor instead chooses to attach dated documents to the lien, those attachments must clearly “specify the date the claim was

due, which is the same as the last date the labor, services or materials were supplied to the premises.” *Id.* Simply including a dated attachment such as an invoice, with no explanation as to what the date represents is insufficient under Section 85-7-405(1)(b).

¶30. If a lienor attaches dated invoices to a construction lien, but these invoices do not plainly indicate “the last date the labor, services or materials were supplied to the premises,” the attachments do not nonetheless satisfy the requirement that an enforceable lien “specify the date the claim was due” under Section 85-7-405(1)(b).

¶31. **CERTIFIED QUESTION ANSWERED.**

RANDOLPH, C.J., KING AND COLEMAN, P.JJ., ISHEE, SULLIVAN, BRANNING, WILSON AND TOLLISON, JJ., CONCUR.