

IN THE COUNTY COURT OF THE
FIFTEENTH JUDICIAL CIRCUIT, IN AND
FOR PALM BEACH COUNTY, FLORIDA

CITYPLACE RETAIL, L.L.C., a Delaware
limited liability company,

Plaintiff,

CASE NO.:

v.

BLUE MARTINI, INC., a Florida
corporation,

Defendant.

_____ /

COMPLAINT FOR TENANT EVICTION

Plaintiff, CityPlace Retail, L.L.C. (“CityPlace”), sues Defendant, Blue Martini, Inc. (“Tenant”), and states as follows:

Jurisdiction and Venue

1. This is an action for removal of Tenant from commercial real property located in Palm Beach County, Florida.

2. Venue is proper as this action concerns real property located in Palm Beach County, Florida at 550 South Rosemary Avenue, Suite 244, West Palm Beach, Florida 33401.

Parties

3. Plaintiff, CityPlace, is a Delaware limited liability company with the right to possession to the real property underlying the project known as The Palladium at CityPlace (the “Palladium”) pursuant to the Agreement of Lease originally between West Palm Beach Community Redevelopment Agency, as owner, and CityPlace Partners, as tenant, dated

July 21, 1997 (the “Prime Lease”). Pursuant to the Prime Lease, CityPlace Partners may lease portions of the Palladium.

4. Defendant, Blue Martini, Inc., is a Florida corporation doing business in Palm Beach County, Florida and is subject to the jurisdiction of this Court.

General Allegations

5. On or about January 5, 2000, CityPlace and Tenant entered into an Indenture of Lease for the lease of a portion of the premises generally known as the Palladium and which is located at 550 South Rosemary Avenue, Suite 244, West Palm Beach, Florida (the “Lease Premises”). Subsequently, the Indenture of Lease was modified by the First Amendment to Lease dated as of June 26, 2005, the Second Amendment to Lease dated July 31, 2009, the Third Amendment to Lease dated April 23, 2010, the Fourth Amendment to Lease dated March 25, 2011, and the Fifth Amendment to Lease dated April 18, 2013. Copies of the Indenture of Lease, First Amendment to Lease, Second Amendment to Lease, Third Amendment to Lease, Fourth Amendment to Lease, and Fifth Amendment to Lease (collectively, the “Lease”) are attached hereto as Composite Exhibit “A.”

6. Among other things, the Lease required that Tenant pay rent and other amounts due under the Lease by the first day of each month.

7. As of June 30, 2014, Tenant owed CityPlace \$140,702.60 for rent which remains due and owing to date.

8. To date, Tenant has not paid the amounts due and owing under the Lease. CityPlace provided Tenant with a demand, dated June 30, 2014, informing Tenant that it was in

breach of its obligations under the Lease and demanding that Tenant cure the default within ten (10) days. A copy of the notice dated June 30, 2014 is attached hereto as Exhibit “B.”

9. The aforementioned notice was provided under Article XX of the Lease which provides for a ten (10) day notice requirement for monetary defaults under the Lease. Following Tenant’s failure to cure the events of default in the time provided under the Lease, CityPlace is entitled to expel Tenant and recover possession of the Premises.

10. Due to the accrual of amounts due under the Lease, a total of \$167,202.60 is presently due and owing as rent under the Lease.

11. CityPlace is the successor-in-interest to CityPlace Partners’ rights, title and interest under the Prime Lease. Presently, CityPlace is the landlord under the Lease and is entitled to maintain this action.

12. CityPlace has complied with all conditions precedent and is entitled to initiate this litigation.

Count I – Tenant Eviction

13. CityPlace is entitled to the summary procedure pursuant to §51.011 and §83.21, Florida Statutes (2013).

14. Tenant has possession of the Premises under the Lease executed as of January 5, 2000.

15. Tenant has failed to cure certain monetary defaults, as required under the Lease, by July 10, 2014.

16. CityPlace provided Tenant with the notice of monetary default required by the Lease and demanded that Tenant cure the monetary defaults. Following Tenant’s failure to cure

the monetary default in the time provided, Tenant's right to possession of the Premises terminated. Tenant is now in possession of the Premises without right or authority.

17. CityPlace has agreed to pay its undersigned counsel a reasonable attorney's fee for prosecuting this action. CityPlace is entitled to recover its costs and attorney's fees pursuant to §83.251, Florida Statutes, and Article 21.9 of the Lease.

WHEREFORE, the Plaintiff, CityPlace Retail, L.L.C., demands judgment against Defendant, Blue Martini, Inc., for possession of the Premises, reasonable attorneys' fees, court costs and other relief as this Court deems just and proper.

DATED, this 11th day of July, 2014.

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