

IN THE CIRCUIT COURT OF THE 11th
JUDICIAL CIRCUIT IN AND FOR MIAMI-
DADE COUNTY, FLORIDA

GENERAL JURISDICTION DIVISION

CITY OF CORAL GABLES,
a Florida Municipal Corporation,

CASE NO.

Plaintiff,

v.

ARCOART PLUS, LLC d/b/a TROLINET,
a Florida Corporation,

Defendants.

COMPLAINT

Plaintiff, CITY OF CORAL GABLES ("CITY"), by and through its undersigned counsel, hereby sues Defendant, ARCOART PLUS, LLC d/b/a TROLINET ("TROLINET"), and alleges as follows:

1. This Court has jurisdiction over the claims stated herein as the matters in controversy exceed \$15,000.00, exclusive of costs, interest, and attorney's fees.
2. This is an action under Florida law for breach of contract.
3. The City of Coral Gables is a Florida municipal corporation located in Miami-Dade County, Florida.
4. Defendant, Arcoart Plus, LLC d/b/a Trolinet is a Florida limited liability corporation that transacts business in Miami-Dade County, Florida.
5. On or about January 12, 2009, CITY and TROLINET entered into an agreement for on-board trolley and print advertising pursuant to the City of Coral Gables' Resolution Number 2008-128, wherein the Commission awarded a two (2) year contract to TROLINET (A copy of the Agreement and Resolution are attached hereto as Composite Exhibit "A").

6. CITY has fully performed all its duties under the Agreement.

7. Pursuant to Section III, Compensation, subsection 3.1, ninety (90) days following execution of the Agreement, TROLINET was to pay CITY the following monthly revenue from the sales of advertising on the trolley:

2008-2009: \$13,800.00/month

2009-2010: \$15,400.00/month

8. To date, TROLINET has failed to make any payments to CITY as per the terms of the Agreement and is in material breach thereof.

9. On or about May 1, 2009, Carlos Hidalgo, the Marketing Director of TROLINET, requested a modification of the terms of the contract to extend the time period to make payments and to reduce the payments to the CITY (A copy of the correspondence requesting a modification is attached hereto as Exhibit "B").

10. On or about July 7, 2009, the Commission of the City of Coral Gables approved TROLINET's request for amendments to the original agreement providing for a ninety (90) day extension of payments to CITY in accordance with a schedule reducing payments as follows:

09/2009 through 12/2009: \$9,000.00/month

01/2010 through 12/2010: \$13,800.00/month

11. To date, TROLINET has failed to execute or make payments pursuant to the terms of Amendment No. 1 to the Agreement (A copy of the unexecuted Amendment 1 to the Agreement is attached hereto as Exhibit "C").

12. Pursuant to Section XIII, Termination, subsection 13.1 the CITY provided TROLINET notice of its material breach of contract on February 18, 2010, requesting TROLINET make payment of all outstanding late payments and to execute the Amendment to

the Agreement within thirty (30) days (A copy of the Notice and Request is attached hereto as Exhibit "D").

13. TROLINET has failed to respond to CITY's requests and has materially breached the Agreement entered into between the parties on January 12, 2009, and July 7, 2009.

14. As a result of TROLINET's breach, CITY has sustained damages for funds withheld which are due to CITY plus interest, costs of filing and prosecuting this action, and attorney's fees.

15. All conditions precedent, including all contractual notice requirements, have been performed or have been waived.

WHEREFORE, the CITY OF CORAL GABLES demands judgment against TROLINET for damages, interest, attorney's fees, and costs of suit.

DEMAND FOR JURY TRIAL

Plaintiff, CITY OF CORAL GABLES, hereby demands a trial by jury on all issues so triable.

Respectfully submitted,

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