

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

CASE NO.: 2018-37184 CA 01

SOUTH BEACH CIGAR BAR, LLC, a
Florida limited liability company,

Plaintiff,

vs.

C&A 900 COLLINS LLC, a Delaware
limited liability company,

Defendant.

AMENDED COMPLAINT

Plaintiff, **SOUTH BEACH CIGAR BAR, LLC**, a Florida limited liability company (the “TENANT”) hereby sues Defendant, **C&A 900 COLLINS LLC** (“LANDLORD”), a Delaware limited liability, and in support thereof, alleges the following:

INTRODUCTORY STATEMENT

1. On or about July 25, 2017, TENANT and LANDLORD entered into a commercial lease (referred to herein as the “Lease Agreement”) for that certain premises located within the historically designated building at 900 Collins Avenue, Miami Beach, Florida 33139, often referred to as the “Coral Rock House” (the “Subject Premises”). TENANT leased the Subject Premises from LANDLORD in order to open and operate a cigar retail store and bar concept.

2. LANDLORD has materially breached its obligations under the Lease Agreement and LANDLORD’s breaches and unlawful actions operated to constructively evict TENANT. Despite LANDLORD’s express obligations in the Lease Agreement and repeated written representations to TENANT for almost one (1) year or longer, LANDLORD has refused and failed

to even apply for or obtain approval from the City of Miami Beach (“City”) and Historical Preservation Board (“HPB”) - - let alone actually commence and properly complete, LANDLORD’s required (under Section 13 of the Lease Agreement) Structural and Exterior Repairs (defined below) to the Subject Premises and Building and otherwise failed to render the Subject Premises tenable.

3. As set forth below, in addition to the excessive delays already caused by LANDLORD, it would take many more months - - if not years - - for LANDLORD to properly submit and obtain approval from the City and its HPB for LANDLORD’s Structural and Exterior Repairs and to actually complete the repairs. LANDLORD’s excessive delays and material breaches of the Lease Agreement have: (i) prevented TENANT from commencing/completing the TENANT’s build-out of the Subject Premises; (ii) prevented TENANT from opening for business and from any use of the Subject Premises at all (despite paying LANDLORD approximately \$186,000.00 in rent plus a \$48,150.00 security deposit, and expending hundreds of thousands of dollars on professional fees and business operations prior to the termination of the Lease Agreement); (iii) caused significant damages to TENANT; and (iv) justified TENANT’s termination of the Lease Agreement and claims for damages herein.

JURISDICTION, VENUE AND THE PARTIES

4. This is an action for damages in excess of \$15,000.00 by the TENANT pursuant to that certain commercial lease between LANDLORD and TENANT, dated July 25, 2017 (“Lease Agreement”). The Lease Agreement pertains to that certain described “Subject Premises”, specifically identified in Exhibit A-2 of the Lease Agreement, located in the LANDLORD’s building (a/k/a the Coral Rock House) in Miami-Dade County, Florida: 900 Collins Avenue,