

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

CASE NO:

TASHCON CORP., a foreign corporation,

Plaintiff,

v.

2451 NW 7th AVENUE REALTY, LLC, a foreign
limited liability company, MELANIE HOLDINGS,
LLC, a foreign limited liability company,
WYNWOOD HOLDINGS, LLC, a Florida limited
liability company, MARCELLA REALTY, LLC, a
foreign limited liability company, and
MANNIGAN HOLDINGS, LLC, a foreign limited
liability company,

Defendants.

COMPLAINT

Plaintiff, TASHCON CORP., by and through the undersigned counsel hereby sues
Defendants 2451 NW 7th AVENUE REALTY, LLC, a foreign limited liability company,
MELANIE HOLDINGS, LLC, a foreign limited liability company, WYNWOOD HOLDINGS,
LLC, a Florida limited liability company, MARCELLA REALTY, LLC, a foreign limited
liability company, and MANNIGAN HOLDINGS, LLC, a foreign limited liability company and
states as follows:

JURISDICTION, PARTIES AND VENUE

1. This is an action for damages in excess of \$15,000, exclusive of interest, costs and
attorneys' fees.

2. Plaintiff, Tashcon Corp. (“Tashcon”) is a foreign corporation with its principal place of business at 2360 S. Bascom Avenue, Campbell, California and was the general contractor for work performed on behalf of the Defendants at their properties located in Miami, Florida.

3. Defendant, 2451 NW 7th Avenue Realty, LLC (“Avenue Realty”) is a Delaware limited liability company with its principal place of business at 318 NW 23rd Street, Miami, Florida and is the owner of the real estate located at 2451 NW 7th Avenue, Miami, Florida.

4. Defendant, Melanie Holdings, LLC (“Melanie”) is a Delaware limited liability company with its principal place of business at 215 Coles Street, Jersey City, New Jersey and is the owner of the real estate located at 2330 NW 5th Avenue, Miami, Florida.

5. Defendant, Wynwood Holdings, LLC, (“Wynwood”) is a Florida limited liability company with its principal place of business at 215 Coles Street, Jersey City, New Jersey and is the owner of the real estate located at 545 NW 22nd Street, Miami, Florida.

6. Defendant, Marcella Realty, LLC (“Marcella”) is a Delaware limited liability company with its principal place of business located at 318 NW 23rd Street, Miami, Florida and is the owner of the real estate located at 2158 NW 5th Avenue, Miami, Florida.

7. Defendant, Mannigan Holdings, LLC (“Mannigan”) is a Delaware limited liability company with its principal place of business at 215 Coles Street, Jersey City, New Jersey and is the owner of the real estate located at 2217 NW 5th Avenue/ 318 NW 23rd Street, Miami, Florida.

8. At all material times Tashcon was licensed and engaged in construction activities within Miami-Dade County, Florida.

9. At all material times all Defendants were the record owners of real estate located in Miami-Dade County, Florida and were conducting business within Miami-Dade County, Florida.

10. Moishe Mana is the managing member of Avenue Realty, Melanie, Wynwood, Marcella and Mannigan.

11. Venue is proper in Miami-Dade County because the real estate that was the subject of the work performed by Tashcon is located in this county and all of Defendants' acts and omissions occurred in this county.

12. All conditions precedent, if any, to the filing of this action have occurred or have been waived.

COUNT I: BREACH OF CONTRACT AGAINST AVENUE REALTY

13. Tashcon realleges and incorporates the allegation in paragraphs 1 through 3 and 8 through 12 as if fully set forth herein.

14. This is an action against Avenue Realty for breach of an oral contract. The work contemplated by the oral contract was capable of being performed and was in fact performed within 1 year of the date the contract was entered into.

15. Sometime around March 2016, Tashcon and Avenue Realty entered into a valid oral contract whereby Avenue Realty agreed to pay Tashcon \$282,652.00 for providing the materials, tools, machinery, equipment, and supervision necessary to perform environmental remediation to the real estate owned by Avenue Realty.

16. Tashcon provided all the materials, tools, machinery, equipment, and supervision necessary to complete the environmental remediation and has otherwise fully performed all the obligations and conditions required by the oral contract with Avenue Realty.

17. Avenue Realty substantially and materially breached their oral contract with Tashcon by refusing to pay Tashcon the \$282,652.00 that was due and owing.

18. As a direct and proximate result of Avenue Realty's material breach of the oral contract, Tashcon has suffered damages.

WHEREFORE, Tashcon demands judgment against Avenue Realty for damages as alleged herein, interest, costs, and for such other and further relief as this Court deems just and proper under the circumstances.

COUNT II – UNJUST ENRICHMENT AGAINST AVENUE REALTY

19. Tashcon realleges and incorporates the allegation in paragraphs 1 through 3 and 8 through 12 as if fully set forth herein.

20. This is an action against Avenue Realty for unjust enrichment arising from Avenue Realty's failure to compensate Tashcon for the work Avenue Realty asked Tashcon to perform on the real estate.

21. Tashcon has conferred a substantial benefit upon Avenue Realty by providing the materials, tools, machinery, equipment, and supervision necessary to complete the environmental remediation of the real estate.

22. Avenue Realty had knowledge of the benefit conferred on their behalf by Tashcon and have accepted and retained the benefits of the materials, tools, machinery, equipment, and supervision from Tashcon provided in remediating the real estate.

23. Avenue Realty has failed to pay Tashcon the reasonable value of the benefits provided to them by Tashcon.

24. Under these circumstances, it would be inequitable for Avenue Realty to retain these benefits without compensating Tashcon.

25. Avenue Realty has been unjustly enriched by their actions at the expense of Tashcon.

26. Tashcon is entitled to damages due to this unjust enrichment, including but not limited to payment for all materials, tools, machinery, equipment, and supervision provided by Tashcon.

WHEREFORE, Tashcon demands judgment against Avenue Realty for damages as alleged herein, interest, costs, and for such other and further relief as this Court deems just and proper under the circumstances.

COUNT III: BREACH OF CONTRACT AGAINST MELANIE

27. Tashcon realleges and incorporates the allegation in paragraphs 1, 2, 4 and 8 through 12 as if fully set forth herein.

28. This is an action against Melanie for breach of an oral contract. The work contemplated by the oral contract was capable of being performed and was in fact performed within 1 year of the date the contract was entered into.

29. Sometime around April 2016, Tashcon and Melanie entered into a valid oral contract whereby Melanie agreed to pay Tashcon \$192,112.00 for providing the materials, tools, machinery, equipment, and supervision necessary to perform asbestos abatement, demolition, painting and roofing work to the real estate owned by Melanie.

30. Tashcon provided all the materials, tools, machinery, equipment, and supervision necessary to complete the work and has otherwise fully performed all the obligations and conditions required by the oral contract with Melanie.

31. Melanie substantially and materially breached their oral contract with Tashcon by refusing to pay Tashcon the \$192,112.00 that was due and owing.

32. As a direct and proximate result of Melanie's material breach of the oral contract, Tashcon has suffered damages.

WHEREFORE, Tashcon demands judgment against Melanie for damages as alleged herein, interest, costs, and for such other and further relief as this Court deems just and proper under the circumstances.

COUNT IV – UNJUST ENRICHMENT AGAINST MELANIE

33. Tashcon realleges and incorporates the allegation in paragraphs 1, 2, 4 and 8 through 12 as if fully set forth herein.

34. This is an action against Melanie for unjust enrichment arising from Melanie's failure to compensate Tashcon for the work Melanie asked Tashcon to perform on the real estate.

35. Tashcon has conferred a substantial benefit upon Melanie by providing the materials, tools, machinery, equipment, and supervision necessary to complete the asbestos abatement, demolition, painting and roofing work at the real estate.

36. Melanie had knowledge of the benefit conferred on their behalf by Tashcon and have accepted and retained the benefits of the materials, tools, machinery, equipment, and supervision from Tashcon provided in performing the work at the real estate.

37. Melanie has failed to pay Tashcon the reasonable value of the benefits provided to them by Tashcon.

38. Under these circumstances, it would be inequitable for Melanie to retain these benefits without compensating Tashcon.

39. Melanie has been unjustly enriched by their actions at the expense of Tashcon.

40. Tashcon is entitled to damages due to this unjust enrichment, including but not limited to payment for all materials, tools, machinery, equipment, and supervision provided by Tashcon.

WHEREFORE, Tashcon demands judgment against Melanie for damages as alleged herein, interest, costs, and for such other and further relief as this Court deems just and proper under the circumstances.

COUNT V: BREACH OF CONTRACT AGAINST WYNWOOD

41. Tashcon realleges and incorporates the allegation in paragraphs 1, 2, 5 and 8 through 12 as if fully set forth herein.

42. This is an action against Wynwood for breach of an oral contract. The work contemplated by the oral contract was capable of being performed and was in fact performed within 1 year of the date the contract was entered into.

43. Sometime around June 2016, Tashcon and Wynwood entered into a valid oral contract whereby Wynwood agreed to pay Tashcon \$32,646.00 for providing the materials, tools, machinery, equipment, and supervision necessary to perform demolition and asbestos abatement to the real estate owned by Wynwood.

44. Tashcon provided all the materials, tools, machinery, equipment, and supervision necessary to complete the demolition and asbestos abatement and has otherwise fully performed all the obligations and conditions required by the oral contract with Wynwood.

45. Wynwood substantially and materially breached their oral contract with Tashcon by refusing to pay Tashcon the \$32,646.00 that was due and owing.

46. As a direct and proximate result of Wynwood's material breach of the oral contract Tashcon has suffered damages.

WHEREFORE, Tashcon demands judgment against Wynwood for damages as alleged herein, interest, costs, and for such other and further relief as this Court deems just and proper under the circumstances.

COUNT VI – UNJUST ENRICHMENT AGAINST WYNWOOD

47. Tashcon realleges and incorporates the allegation in paragraphs 1, 2, 5 and 8 through 12 as if fully set forth herein.

48. This is an action against Wynwood for unjust enrichment arising from Wynwood's failure to compensate Tashcon for the work Wynwood asked Tashcon to perform on the real estate.

49. Tashcon has conferred a substantial benefit upon Wynwood by providing the materials, tools, machinery, equipment, and supervision necessary to complete the demolition and asbestos abatement of the real estate.

50. Wynwood had knowledge of the benefit conferred on their behalf by Tashcon and have accepted and retained the benefits of the materials, tools, machinery, equipment, and supervision from Tashcon provided in remediating the real estate.

51. Wynwood has failed to pay Tashcon the reasonable value of the benefits provided to them by Tashcon.

52. Under these circumstances, it would be inequitable for Wynwood to retain these benefits without compensating Tashcon.

53. Wynwood has been unjustly enriched by their actions at the expense of Tashcon.

54. Tashcon is entitled to damages due to this unjust enrichment, including but not limited to payment for all materials, tools, machinery, equipment, and supervision provided by Tashcon.

WHEREFORE, Tashcon demands judgment against Wynwood for damages as alleged herein, interest, costs, and for such other and further relief as this Court deems just and proper under the circumstances.

COUNT VII: BREACH OF CONTRACT AGAINST MARCELLA

55. Tashcon realleges and incorporates the allegation in paragraphs 1, 2, 6 and 8 through 12 as if fully set forth herein.

56. This is an action against Marcella for breach of an oral contract. The work contemplated by the oral contract was capable of being performed and was in fact performed within 1 year of the date the contract was entered into.

57. Sometime around March 2016, Tashcon and Marcella entered into a valid oral contract whereby Marcella agreed to pay Tashcon \$21,476.36 for providing the materials, tools, machinery, equipment, and supervision necessary to perform demolition and asbestos abatement to the real estate owned by Marcella.

58. Tashcon provided all the materials, tools, machinery, equipment, and supervision necessary to complete the environmental remediation and has otherwise fully performed all the obligations and conditions required by the oral contract with Marcella.

59. Marcella substantially and materially breached their oral contract with Tashcon by refusing to pay Tashcon the \$21,476.36 that was due and owing.

60. As a direct and proximate result of Marcella's material breach of the oral contract Tashcon has suffered damages.

WHEREFORE, Tashcon demands judgment against Marcella for damages as alleged herein, interest, costs, and for such other and further relief as this Court deems just and proper under the circumstances.

COUNT VIII – UNJUST ENRICHMENT AGAINST MARCELLA

61. Tashcon realleges and incorporates the allegation in paragraphs 1, 2, 6 and 8 through 12 as if fully set forth herein.

62. This is an action against Marcella for unjust enrichment arising from Marcella's failure to compensate Tashcon for the work Marcella asked Tashcon to perform on the real estate.

63. Tashcon has conferred a substantial benefit upon Marcella by providing the materials, tools, machinery, equipment, and supervision necessary to complete the demolition and asbestos abatement of the real estate.

64. Marcella had knowledge of the benefit conferred on their behalf by Tashcon and have accepted and retained the benefits of the materials, tools, machinery, equipment, and supervision from Tashcon provided in remediating the real estate.

65. Marcella has failed to pay Tashcon the reasonable value of the benefits provided to them by Tashcon.

66. Under these circumstances, it would be inequitable for Marcella to retain these benefits without compensating Tashcon.

67. Marcella has been unjustly enriched by their actions at the expense of Tashcon.

68. Tashcon is entitled to damages due to this unjust enrichment, including but not limited to payment for all materials, tools, machinery, equipment, and supervision provided by Tashcon.

WHEREFORE, Tashcon demands judgment against Marcella for damages as alleged herein, interest, costs, and for such other and further relief as this Court deems just and proper under the circumstances.

COUNT IX: BREACH OF CONTRACT AGAINST MANNIGAN

69. Tashcon realleges and incorporates the allegation in paragraphs 2, 7 and 8 through 12 as if fully set forth herein.

70. This is an action against Mannigan for breach of an oral contract. The work contemplated by the oral contract was capable of being performed and was in fact performed within 1 year of the date the contract was entered into.

71. Sometime around June 2016, Tashcon and Mannigan entered into a valid oral contract whereby Mannigan agreed to pay Tashcon \$3,045.00 for providing the materials, tools, machinery, equipment, and supervision necessary to install air conditioning in the conference room of the real estate owned by Mannigan.

72. Tashcon provided all the materials, tools, machinery, equipment, and supervision necessary to prepare the roof for the installation of air conditioning in the conference room and has otherwise fully performed all the obligations and conditions required by the oral contract with Mannigan.

73. Mannigan substantially and materially breached their oral contract with Tashcon by refusing to pay Tashcon the \$3,045.00 that was due and owing.

74. As a direct and proximate result of Mannigan's material breach of the oral contract Tashcon has suffered damages.

WHEREFORE, Tashcon demands judgment against Mannigan for damages as alleged herein, interest, costs, and for such other and further relief as this Court deems just and proper under the circumstances.

COUNT X – UNJUST ENRICHMENT AGAINST MANNIGAN

75. Tashcon realleges and incorporates the allegation in paragraphs 2, 7 and 8 through 12 as if fully set forth herein.

76. This is an action against Mannigan for unjust enrichment arising from Mannigan's failure to compensate Tashcon for the work Mannigan asked Tashcon to perform on the real estate.

77. Tashcon has conferred a substantial benefit upon Mannigan by providing the materials, tools, machinery, equipment, and supervision necessary to install air conditioning in the conference room of the real estate owned by Mannigan.

78. Mannigan had knowledge of the benefit conferred on their behalf by Tashcon and have accepted and retained the benefits of the materials, tools, machinery, equipment, and supervision from Tashcon provided in remediating the real estate.

79. Mannigan has failed to pay Tashcon the reasonable value of the benefits provided to them by Tashcon.

80. Under these circumstances, it would be inequitable for Mannigan to retain these benefits without compensating Tashcon.

81. Mannigan has been unjustly enriched by their actions at the expense of Tashcon.

82. Tashcon is entitled to damages due to this unjust enrichment, including but not limited to payment for all materials, tools, machinery, equipment, and supervision provided by Tashcon.

WHEREFORE, Tashcon demands judgment against Mannigan for damages as alleged herein, interest, costs, and for such other and further relief as this Court deems just and proper under the circumstances.

DEMAND FOR JURY TRIAL

Tashcon demands a trial by jury of all issues so triable.

Dated: October 18, 2016

By: s/Richard L. Cartlidge
DANIEL A. THOMAS
Florida Bar No. 168262
dthomas@mrachek-law.com
RICHARD L. CARTLIDGE
Florida Bar No. 086919
rcartlidge@mrachek-law.com
MRACHEK, FITZGERALD, ROSE,
KONOPKA, THOMAS & WEISS, P.A.
505 South Flagler, Suite 600
West Palm Beach, Florida 33401-5945
Telephone: 561-655-2250
Facsimile: 561-655-5537
Attorneys for Plaintiff