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IN THE CIRCUIT COURT OF THE 15TH
JUDICIAL CIRCUIT, IN AND FOR,
PALM BEACH COUNTY, FLORIDA

CASE NO.

BOCA WEST MASTER ASSOCIATION,
INC.,

Plaintiff,

v.

HOTWIRE COMMUNICATIONS, LTD., a
foreign limited partnership; HOTWIRE
COMMUNICATIONS, LLC, a foreign limited
liability company; REEL
TELECOMMUNICATION SERVICES, LLC,
a Florida limited liability company,

Defendants.

_____ /

COMPLAINT

Plaintiff, BOCA WEST MASTER ASSOCIATION, INC., by and through its undersigned counsel, and hereby sues the Defendants, HOTWIRE COMMUNICATIONS, LTD., a foreign limited partnership, HOTWIRE COMMUNICATIONS, LLC, a foreign limited liability company, and REEL TELECOMMUNICATION SERVICES, LLC, a Florida limited liability company, and alleges:

1. This Complaint seeks damages in excess of Fifteen Thousand Dollars, exclusive of interest, costs and attorneys' fees.

2. Plaintiff, BOCA WEST MASTER ASSOCIATION, INC. ("ASSOCIATION"), is a not-for-profit corporation organized and existing pursuant to the laws of the State of Florida, including Chapters 617 and 720, Florida Statutes. Plaintiff, ASSOCIATION, is a master property

owners association which manages the common property and business affairs of the villages located within the Boca West community.

3. Defendant, HOTWIRE COMMUNICATIONS, LTD. (“HOTWIRE LTD.”), is a limited partnership organized and existing pursuant to the laws of the State of Pennsylvania. At all times material hereto, Defendant, HOTWIRE LTD., was authorized to conduct business in the State of Florida and conducted business in Palm Beach County, Florida.

4. Defendant, REEL TELECOMMUNICATION SERVICES, LLC (“REEL”), is a limited liability company organized and existing pursuant to the laws of the State of Florida. At all times material hereto, Defendant, REEL, conducted business in Palm Beach County, Florida.

5. All causes of action accrued in Palm Beach County, Florida.

6. All conditions precedent have been met, waived and/or excused.

7. As of the result of the actions of the Defendants, the Plaintiff, ASSOCIATION, retained Sachs Sax Caplan, PL and is obligated to pay reasonable attorneys’ fees.

COUNT I: BREACH OF CONTRACT
(against HOTWIRE LTD. and HOTWIRE LLC)

8. Plaintiff, ASSOCIATION, re-alleges and reincorporates the allegations in paragraphs 1 through 7 as if more fully set forth herein.

9. On or about April 14, 2016, the Plaintiff, ASSOCIATION, and Defendant, HOTWIRE LTD., through its general partner, HOTWIRE COMMUNICATIONS, LLC (“HOTWIRE LLC”), entered into that certain Communications Services Installation and Service Agreement (“Agreement”). Pursuant to Fla. R. Civ. P. 1.130, Plaintiff is prepared to file a copy of the Agreement as Exhibit A after Defendant, HOTWIRE LTD., provides its approval pursuant to Paragraph 19 of the Agreement.

10. Exhibit B to the Agreement is a Grant of Telecommunications Easement (“Easement”). Pursuant to Paragraph 18 of the Easement, Defendant, HOTWIRE LTD., is required to repair all damage to the Plaintiff’s property caused by the Defendant’s installation and maintenance activity and the Defendant is required to return the Plaintiff’s property to its original condition prior to any such work at the Defendant’s sole cost.

11. Pursuant to Paragraph 3(g), the Defendant, HOTWIRE LTD., is required to promptly repair any damage to Plaintiff’s property caused by the Defendant.

12. Pursuant to Paragraph 4(d) of the Agreement, the Defendant, HOTWIRE LTD., is required to perform its installation in a diligent, safe and professional manner.

13. Pursuant to Section 10 of the Agreement, the Defendant, HOTWIRE LTD., is required to indemnify the Plaintiff from and against all damages and expenses to the extent that such was caused by the negligence of the Defendant or its affiliates, employees, agents or contractors.

14. Upon information and belief, the Defendant, REEL, is an affiliate, agent and/or contractor hired by the Defendant, HOTWIRE LTD.

15. In February, 2018, REEL and/or HOTWIRE LTD., while performing installation and/or maintenance work on the Plaintiff’s property, directionally bored through one of the Plaintiff’s culverts. Defendants’, HOTWIRE and/or REEL, actions caused severe damage to the culvert and created a sinkhole.

16. Due to the emergency nature of the situation, the Plaintiff proceeded to have the culvert repaired, at a cost of \$168,600.32.

17. Defendant, HOTWIRE LTD., breached the Agreement as it failed to, inter alia:
(a) indemnify the Plaintiff for all damages and expenses caused by the negligence of its

contractor as required by Paragraph 10; (b) failed to honor its contractual obligation, pursuant to Paragraph 18 of the Easement to bear the sole cost for all damage to Plaintiff's property caused by the Defendant's installation and maintenance activity; and (c) failed to promptly repair the damage to Plaintiff's property caused by the Defendant as required by Paragraph 3(g).

18. As a result of the breaches of the Agreement, the Plaintiff has been damaged in an amount which exceeds Fifteen Thousand Dollars (\$15,000.00).

19. Pursuant to Paragraph 37 of the Agreement, the Plaintiff is entitled to recover its attorneys' fees and costs.

20. Defendant, HOTWIRE LLC, is a limited liability company organized and existing pursuant to the laws of the State of Pennsylvania. At all times material hereto, Defendant, HOTWIRE LLC, was authorized to conduct business in the State of Florida.

21. At all times material hereto, Defendant, HOTWIRE LLC, was the general partner of HOTWIRE LTD. Pursuant to Section 620.1901, Fla. Stat. and 15 PA.C.S.A. § 8644(a), HOTWIRE LLC, as general partner, is liable for all debts, obligations and other liabilities of Defendant, HOTWIRE LTD.

WHEREFORE, Plaintiff, BOCA WEST MASTER ASSOCIATION, INC., demands entry of judgment in its favor and against the Defendants, HOTWIRE COMMUNICATIONS, LTD. and HOTWIRE COMMUNICATIONS, LLC, jointly and severally, for \$168,600.32, plus interest, attorneys' fees and costs.

COUNT II: NEGLIGENCE
(against HOTWIRE LTD. and HOTWIRE LLC)

22. Plaintiff, ASSOCIATION, re-alleges and reincorporates the allegations in paragraphs 1 through 7, 20 and 21 as if more fully set forth herein.

23. This Count is brought in the alternative to Count I above.

24. The Defendant, HOTWIRE LTD., owed Plaintiff a legal duty of care to supervise and ensure that its subcontractors performed installation and/or maintenance activities in a diligent, safe and professional manner. The Defendant, HOTWIRE LTD., also owed Plaintiff a legal duty of care to perform its installation and/or maintenance activities in a diligent, safe and professional manner.

25. The Defendant, HOTWIRE LTD., breached its legal duty by: (a) not performing its installation and/maintenance activities in a diligent, safe and professional manner; and (b) not supervising and ensuring that its subcontractors, including Defendant, REEL, performed their installation and/or maintenance activities in a diligent, safe and professional manner.

26. Defendants, HOTWIRE LTD. and/or REEL, directionally bored through a culvert on the Plaintiff's property, caused damage to the culvert and caused a sinkhole on the property.

27. As a direct and proximate cause of the Defendant's, HOTWIRE LTD, negligence, Plaintiff incurred damages, including consequential damages, in excess of Fifteen Thousand Dollars (\$15,000.00).

WHEREFORE, Plaintiff, BOCA WEST MASTER ASSOCIATION, INC., demands entry of judgment in its favor and against the Defendants, HOTWIRE COMMUNICATIONS, LTD. and HOTWIRE COMMUNICATIONS, LLC, jointly and severally, for damages in excess of Fifteen Thousand Dollars (\$15,000.00), plus costs, and such other and further relief as is just and proper.

COUNT III: NEGLIGENCE
(against REEL)

28. Plaintiff, ASSOCIATION, re-alleges and reincorporates the allegations in paragraphs 1 through 7 as if more fully set forth herein.

29. As a subcontractor hired by the Defendant, HOTWIRE LTD., to perform installation and/or maintenance activities at Plaintiff's property, the Defendant, REEL, owed Plaintiff a legal duty of care to perform its work in a diligent, safe and professional manner.

30. Defendant, REEL, breached its duty to Plaintiff when it directionally bored through a culvert on the Plaintiff's property. The Defendant's, REEL, negligent breach caused damage to the culvert and caused a sinkhole on the property.

31. As a direct and proximate cause of the Defendant's, REEL, negligence, Plaintiff incurred damages, including consequential damages, in excess of Fifteen Thousand Dollars (\$15,000.00).

WHEREFORE, Plaintiff, BOCA WEST MASTER ASSOCIATION, INC., demands entry of judgment in its favor and against the Defendant, REEL TELECOMMUNICATION SERVICES, LLC, for damages in excess of Fifteen Thousand Dollars (\$15,000.00), plus costs, and such other and further relief as is just and proper.

Dated: March 7, 2019

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