

IN THE CIRCUIT COURT OF THE 15<sup>TH</sup>  
JUDICIAL CIRCUIT, IN AND FOR PALM BEACH  
COUNTY, FLORIDA

CASE NO: 502016CA004267XXXXMB

FIVE SOLAS, LLC and  
WILLIAM W. PRICE, P.A.

Plaintiffs,

v.

RAM REALTY SERVICES, LLC and  
SODIX FERN, LLC d/b/a ALEXANDER LOFTS,

Defendants.

---

**COMPLAINT**

Plaintiffs, FIVE SOLAS, LLC and WILLIAM W. PRICE, P.A., sue Defendants, RAM REALTY SERVICES, LLC and SODIX FERN, LLC d/b/a ALEXANDER LOFTS, and allege:

**Jurisdiction, Parties And Venue**

1. This is an action for damages that exceeds \$15,000, exclusive of interest, costs, and attorneys' fees, and for equitable relief.

2. Plaintiff, FIVE SOLAS, LLC, is a Florida limited liability company and owns the one-story building located at 320 Fern Street, West Palm Beach, FL 33401 (the "Law Office Building").

3. Plaintiff, WILLIAM W. PRICE, P.A., is a Florida professional corporation operating as a law firm in the Law Office Building.

4. Defendant, SODIX FERN, LLC d/b/a ALEXANDER LOFTS, is a Florida limited liability company and owns the multi-story building located at 326 Fern Street, West Palm Beach,

FL 33401, which is immediately adjacent and west of the Law Office Building (the “Alexander Lofts Building”).

5. Defendant, RAM REALTY SERVICES, LLC, is a Florida limited liability company conducting business at 326 Fern Street, West Palm Beach, FL 33401. Upon information and belief, RAM REALTY SERVICES, LLC manages the Alexander Lofts Building.

6. Venue is proper in Palm Beach County because the Law Office Building and the Alexander Lofts Building are both located in this county and all of Defendants’ actions and omissions occurred in this county.

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

**General Allegations**

8. On March 3, 2016, the east brick wall on the Alexander Lofts Building collapsed onto the roof of the Law Office Building, breaking all three (3) skylights and penetrating the flat roof of the Law Office Building.

9. Later that same day, because of the eminent danger of the rest of the loose brick façade of the eastern wall of Alexander Loft Building falling onto the roof top of the Law Office Building below, the Law Office Building was declared unsafe and its use occupancy was prohibited by the City of West Palm Beach building official. As a result, the Plaintiffs were required to evacuate the Law Office Building.

10. On or about March 12, 2016, Defendants proposed to build a wood structure on the ground, to be flown into place on top of the Law Office Building for the purpose of the wood structure protecting the covered Law Office Building from falling debris and the weather elements.

11. While the wood structure was represented to provide a temporary measure of weather protection and protection from additional falling debris from the Alexander Lofts Building as remediation would occur.

12. However, after the emergency wall pinning had been completed on the Alexander Lofts Building and the loose brick removed, the temporary wood structure was to be removed together with the loose brick on the roof of the Law Office Building.

13. On March 15, 2016, Dosedourian Enterprises, Inc., a structural and geotechnical contractor, were authorized by Defendants to begin the temporary protection work at the Law Office Building. The agreement stated that Dosedourian Enterprises, Inc. would be working for and paid by Defendant, RAM Realty Services, LLC. A copy of the March 15, 2016 Agreement is attached hereto as Exhibit A.

14. As of April 14, 2016, all the loose brick has been removed from the eastern wall of the Alexander Lofts Building, but the wood structure remained in place over the Law Office Building, together with the loose brick on the roof of the Law Office Building.

15. The weight of the loose brick that was still on the roof of the Law Office Building is causing the roof to sag with time and is causing additional damage to the Law Office Building with each passing day.

16. The City's building inspector will not allow anyone to enter the Law Office Building to remove client files and its contents until the loose bricks on top of the roof have been removed because it is unsafe and the Law Office Building Roof is in danger of collapse.

17. Though the brick façade fell from the Alexander Lofts Building on the roof of the Law Office Building on March 3, 2016, and Defendants have completed shoring and protection of the Alexander Lofts Building, Defendants have not removed the wood structure or the bricks

from the Law Office Building. This failure has prevented the repair of the roof of the Law Office Building to prevent flooding and allow retrieval of client files and contents.

18. Despite demand, Defendants refuse to remove the temporary wood structure or the loose bricks that came off the Alexander Lofts Building and are still on the roof of the Law Office Building.

19. The weight of the bricks and the subsequent damages done by the additional bricks which fell through the wooden structure onto the Law Office Building roof on or about April 6, 2016, have caused the Law Office roof to buckle and it is in eminent danger of collapse.

20. Until the bricks are removed, the City building inspector will not allow anyone to enter the Law Office Building nor remove client files or evidence necessary to keep the law firm operating.

21. Until the temporary wood structure is removed from the top of the Law Office Building, Plaintiffs are unable to mitigate any damage done by rain water entering the building by the damage done to the roof, building exterior or interior on March 3, 2016, or thereafter.

22. Defendant, RAM Realty Services, LLC agreed to pay for Dosedourian Enterprises, Inc. to perform the temporary protection.

23. Also, Dosedourian Enterprises, Inc. applied for a building permit to perform emergency, temporary protection, shoring, and weatherproofing to the Law Office Building,

24. Thus, Defendants should be ordered to pay for the cost of dismantling the wooden structure and removing the loose bricks on the Law Office Building.

#### **COUNT I – INJUNCTIVE RELIEF**

25. Plaintiffs reallege and incorporate the allegations in paragraphs one through 24 above as if set forth in full herein.

26. This is an action for injunctive relief.

27. Plaintiffs have a clear legal right as the owner of the Law Office Building to the use and enjoyment of their real property without trespass from the Defendants.

28. Under the circumstances alleged herein, Plaintiffs are and will continue to suffer irreparable harm if a temporary injunction requiring Defendants to remove the wood structure and brick from the roof of the Law Office Building is not issued and the status quo is maintained.

29. Because this action involves Plaintiffs' inability to access their property (the Law Office Building) and its contents to run their law practice, including client files, evidence, building contents, furniture and other property inside the Law Office Building, there is no available adequate remedy at law for Plaintiffs.

30. Plaintiffs have a substantial likelihood of succeeding on the merits because the Defendants' building components fell on top of the Law Office Building with no fault on the part of Plaintiffs.

31. The issuance of an injunction will serve the public interest because it will allow Plaintiffs to preserve the client files, matters and evidence, and permit the Plaintiff law firm clients' needs to be served by the attorneys of Defendant, William W. Price, P.A. Injunctive relief will also allow the waterproofing and repair of roof so to prevent water intrusion into the interior of the Law Office Building and prevent catastrophic loss of the contents, collapse of the roof and destruction of the furniture and fixtures therein.

32. The relative hardship to Plaintiffs and their clients of not being able to access the building, client files, contents, evidence, furniture, and allowing ongoing and continuing damage to the Law Office Building due to brick and water damage is substantial and, if allowed to continue, would be catastrophic to Plaintiffs' law practice. Plaintiffs have already had to continue one lawsuit because of the interruption caused by the March 3, 2016 incident, relocation of its law practice, and inability to have the client files in its possession at the time of trial.

WHEREFORE, Plaintiffs demand entry of a temporary injunction mandating that Defendants: a) remove the temporary wood structure from the roof of the Law Office Building; b) remove the bricks that came off the Alexander Lofts Building and are still on the roof of the Law Office Building; and c) use their best efforts to mitigate the damage to Plaintiffs and the Law Office Building, award Plaintiffs their costs for this action, and grant any further relief the Court deems just and proper under the circumstances.

**COUNT II – TRESPASS TO REAL PROPERTY**

33. Plaintiffs reallege and incorporate the allegations in paragraphs one through 24 above as if set forth in full herein.

34. This is an action for damages that exceed \$15,000, exclusive of interest, attorneys' fees and costs.

35. On March 3, 2016, Plaintiffs were in possession of the Law Office Building located at 320 Fern Street, West Palm Beach, FL 33401.

36. On that date, Defendants wrongfully entered upon the above described real property and caused damage to the Law Office Building and to Plaintiffs' law firm practice.

37. Moreover, since that date, Defendants have refused to remove their wood protective structure and the fallen brick from the Alexander Lofts and leave the property after demand by Plaintiffs that Defendants do so.

38. As a result of Defendants' trespass to real property, Plaintiffs have suffered direct, indirect and special damages including, without limitation, damage to the Law Office Building, damage to the Plaintiffs' business operations, loss of use of the Law Office Building, diminution in value, moving and relocation expenses, expert and consulting expenses, legal expenses, property damage, repair costs, remediation expenses, replacement material and supply expenses, unnecessary

staff expenses, storage expenses, insurance expenses, permit and inspection expenses, and other consequential damages.

WHEREFORE, Plaintiffs demand judgment in their favor and against Defendants, jointly and severally, for the direct, indirect and special damages as alleged herein, interest, costs, and any other relief this Court deems just and proper under the circumstances.

DATED this 21<sup>st</sup> day of April, 2016.

By: s/ Daniel A. Thomas  
DANIEL A. THOMAS  
Florida Bar No. 168262  
[dthomas@mrachek-law.com](mailto:dthomas@mrachek-law.com)  
RICHARD L. CARTLIDGE  
Florida Bar No. 086919  
[rcartlidge@mrachek-law.com](mailto: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 Plaintiffs*

NOT A CERTIFIED COPY

# DOSDOURIAN ENTERPRISES INC.

A STRUCTURAL AND GEOTECHNICAL CONTRACTOR

## Services

- G.P.R.
- Pressure Grouting
- Jet Grouting
- Chance Helical Anchors
- Tie-backs
- Concrete Restoration
- Chemical Grout Injection
- Epoxy Injection
- Soil Stabilization
- Waterproofing Membranes
- Expansion Joint Repair
- Post Tension Cables
- Products
- Sika
- Sfo
- Sonnebome
- Thor
- Dow
- BASF
- De neef

March 15, 2016  
Five Solas, LLC / Mr. William Price  
c/o Ram Realty Services  
320 Fern Street, WPB, FL

Attn: Mr. William Price, Owner 320 Fern Street / Mr. Michael Harstad, Ram Realty Services  
Re: 320 Fern Street

Dear Mr. Price and Michael,

Thank you for the opportunity to be of assistance on the project referenced located at 320 Fern Street. We are prepared to mobilize immediately to begin the temporary protection for the Solas, LLC Owned by William W. Price Building. Please sign the agreement and we will begin to mobilize with skilled technicians immediately. We would also like Mr. Price to sign this agreement because the permit will be on the structure owned by his company. We will be working for and paid by Ram Realty Services.

### Scope of Work:

- Provide emergency protection for 320 Fern to facilitate the removal of loose brick veneer on 326 Fern.
- Work with the City of WPB with permitting and inspections
- Mobilize the necessary equipment necessary to provide temporary protection

### Rates for Project

|  |                   |
|--|-------------------|
| Project Manager                              | \$ 125.00 per/hr. |
| Project Superintendent                       | 85.00 per/hr.     |
| Skilled Technicians                          | 65.50 per/hr.     |
| Sub-Contractors, Rental Equipment & Material | Cost plus 20%     |

**Note:** Daily logs will be provided to the Ram, which will include labor and subcontractors actively working on the site. We will do everything in our power to protect the Owners interest, and work closely with the building department and the Engineer to expedite the project

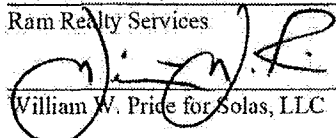
**Terms:** Invoices for labor, subs and material will be submitted every two weeks for payment. Payment due within 7 days of receipt of invoices. Backup for material and subs will be provided upon request. We have contacted the Helifix Company and they are holding material and will be sending a representative to the jobsite to perform some proof testing of their product.

Upon signing this agreement, the Owner and its representatives agree to the terms and conditions outlined herein.

Respectfully submitted,

Sam Dosedourian  
Dosedourian Enterprises, Inc.

Accepted:

Ram Realty Services  
  
William W. Price for Solas, LLC

Date  
3/15/16  
Date

General Contractor  
State Certified  
CGC 019394

300 Prosperity Farms Rd.  
North Palm Beach, FL 33408  
Tel: (561) 844-2990 Fax: (561) 844-3076

Roofing Contractor  
State Certified  
CCC 036366

