



**LEOPOLD-KUVIN**<sup>PA</sup>  
CONSUMER JUSTICE ATTORNEYS

January 26, 2010

**Via Facsimile (727) 771-7940  
And First Class U.S. Mail**

Robert Eckard, Esq.  
3110 Alternate US 19 North  
Palm Harbor, FL 34683

**Re: Detrie v. Sandikci d/b/a Arcade Currency Palace, Inc.**

Dear Mr. Eckard:

I am writing regarding the joint venture between your client, Arcade Currency Palace, Inc. ("Arcade") and DeJames Construction, Inc. ("DeJames"), to operate a rare currency business in Palm Beach, Florida. Specifically, since Arcade locked DeJames out of the joint venture premises on or about December 14, 2008, DeJames has neither been provided with nor allowed access to the business and financial records of the joint venture, despite repeated demands. In addition, DeJames has not shared in the proceeds of the joint venture since that date. The dissention between Arcade and DeJames, caused by your client's actions, specifically including his refusal to provide access to the records of the joint venture, makes it impractical and/or impossible to achieve the purposes for which joint venture was organized.

My client demands to immediately wind up the joint venture business and conduct an immediate accounting of all joint venture assets. Enclosed please find a Complaint DeJames filed today regarding these issues. Please advise if Arcade will agree to immediately account for the joint venture assets and dissolve the business, and further, whether you will accept service of process on behalf of your client.

I look forward to hearing from you.

Sincerely,

GREGORY S. WEISS

GSW/ld:

cc: Mr. Dennis Detrie

IN THE CIRCUIT COURT OF THE  
FIFTEENTH JUDICIAL CIRCUIT OF  
FLORIDA IN AND FOR PALM BEACH  
COUNTY

CASE NO:

DEJAMES BUILDERS OF FLORIDA, INC.,  
a Florida Corporation,

Plaintiff,

vs.

ARCADE CURRENCY PALACE, INC.,  
a Florida Corporation,

Defendant.

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JAN 26 2009

SHARON R. BOCK  
CLERK & COMPTROLLER  
CIRCUIT CIVIL DIVISION

COMPLAINT

COMES NOW, Plaintiff, DEJAMES BUILDERS OF FLORIDA, INC. ("DeJames"), and  
sues Defendant, ARCADE CURRENCY PALACE, INC. ("Arcade"), and in support thereof  
states as follows:

PARTIES, JURISDICTION AND VENUE

1. This is an action for an accounting, dissolution and injunctive relief.
2. Plaintiff, DeJames, is an entity organized pursuant to the laws of Florida,  
conducting business in Palm Beach County, Florida, with its principal place of business located  
at 323 Eagle Drive, Jupiter, Florida.
3. Defendant, Arcade, is an entity organized pursuant to the laws of Florida,  
conducting business in Palm Beach County, Florida, with its principal place of business located  
at 210 S. Pinellas Ave. # 173, Tarpon Springs, Florida.

4. Plaintiff and Defendant are engaged in a joint venture that operates a retail rare currency business and exchange located at 410 S. County Road, Palm Beach, Florida.

5. Plaintiff seeks damages in excess of \$15,000.00, exclusive of costs, interest, and attorney fees, and injunctive relief.

6. Venue is proper in this Court pursuant to §47.051, Fla. Stat. (2008), as the cause of action accrued in whole or in part in Palm Beach County, Florida.

#### **FACTS COMMON TO ALL COUNTS**

7. On or before March 18, 2008, Defendant approached Plaintiff and solicited its involvement as a partner in a retail rare currency business in Palm Beach, Florida.

8. Specifically, Defendant, experienced in the operation of such a business on the west coast of Florida, sought a business partner to, *inter alia*, fund the opening of a similar business in Palm Beach, Florida.

9. Based on Defendant's solicitation, Plaintiff agreed to jointly venture the business.

10. Plaintiff and Defendant agreed that Plaintiff would: (1) supply the initial start up capital for the joint venture; (2) locate a suitable retail location for the joint venture; (3) co-sign the lease for the retail location of the joint venture; (4) perform any needed build out of the retail location of the joint venture; and, (5) physically work in the joint venture location.

11. Moreover, Plaintiff and Defendant agreed that Defendant would provide: (1) certain inventory of rare currency for the business; and, (2) the skill, knowledge and experience required to operate the business by physically working in the store.

12. On or before March 8, 2008, Plaintiff, through its president, Mr. Dennis Detrie, searched for a suitable retail location for the joint venture and located 410 S. County Road, Palm Beach, Florida.

13. On or before April 1, 2008, Plaintiff, through its president, Mr. Detrie, negotiated the terms of a lease for the retail rental property located at 410 S. County Road, Palm Beach, Florida, for the joint venture.

14. On or before April 1, 2008, the lease was reduced to writing by the landlord, Lendan, Inc., at Plaintiff's request.

15. On or before April 1, 2008, Plaintiff paid the initial monies required by the Retail Lease, to wit: \$96,000.00.

16. The joint venture agreement between Plaintiff and Defendant is evidenced, *inter alia*, by that certain Retail Lease that was the product of Plaintiff's efforts to locate a suitable location for the joint venture and secure a lease for the same, a copy of which is attached hereto as Plaintiff's Exhibit "A." The Retail Lease is between Lendan, Inc. as "Landlord" and Arcade and DeJames as "Tenant." Further, both Plaintiff and Defendant executed the Retail Lease as "Tenant."

17. On or after April 1, 2008, Plaintiff and Defendant, as a joint venture, took possession of the retail premises located at 410 S. County Road, Palm Beach, Florida.

18. The joint venture agreement of the parties is further evidenced by that certain First Addendum to Lease, a copy of which is attached hereto as Plaintiff's Exhibit "B" and that certain Second Addendum to Lease, a copy of which is attached hereto as Plaintiff's Exhibit "C."

19. As signors to the Retail Lease, First Addendum to Lease and Second Addendum to Lease, both Plaintiff and Defendant maintained the joint right to access and control the premises where the joint venture was located.

20. Plaintiff, through its president, Mr. Detrie, purchased materials to build out the joint venture retail premises. Further, Plaintiff staffed, supervised and managed the build out of the joint venture retail premises, and paid for the same.

21. On or about June 12, 2008, upon completion of the build out of the joint venture retail premises, Plaintiff, through its president, Mr. Detrie, began to work in the retail store full time.

22. Plaintiff and Defendant shared a community of interest in the performance of the common purpose of operating the retail rare currency business.

23. Plaintiff and Defendant maintained joint control or right of control of the retail rare currency business, until Defendant excluded Plaintiff from the business as described below.

24. Plaintiff and Defendant maintained a joint proprietary interest in the subject matter of the business.

25. Plaintiff and Defendant both had equal right to share in the profits of the joint venture.

26. Plaintiff and Defendant both had equal duty to share in any losses which may be sustained by the joint venture.

27. On or about December 14, 2008, Defendant, without explanation, reason or basis, wrongfully excluded Plaintiff from the joint venture retail business location by changing the locks and physically excluding Plaintiff from the retail joint venture location.

28. Since Defendant excluded Plaintiff from the premises of the joint venture, Plaintiff has been prevented from access or copying the joint venture's records and books. Further, Plaintiff's demands for access to the books, records and premises have been denied by Defendant.

29. Defendant's action in wrongfully excluding Plaintiff from the joint venture have injured Plaintiff, in that Plaintiff is unable to determine whether the business is currently operating or currently paying its expenses as they come due. As Plaintiff is a personal guarantor of the Retail Lease, not only is Plaintiff's interest in the joint venture in doubt, but also Plaintiff has financial exposure beyond the joint venture. Finally, on information and belief, Defendant has taken action injurious to the joint venture, to wit: expending joint venture funds for non-joint venture purposes, transferring joint venture funds to non-joint venture or personal accounts and taking joint venture property.

30. Plaintiff has been forced to retain the undersigned counsel and has agreed to pay a reasonable fee for the same.

31. All conditions precedent to the filing of this lawsuit have been met, waived or are futile.

#### **COUNT I: ACCOUNTING**

32. Plaintiff realleges paragraphs 1 through 31, as if fully restated herein.

33. This is a count for an accounting.

34. The actions of Defendant in wrongfully excluding Plaintiff from joint venture business have damaged Plaintiff.

35. Plaintiff has wrongfully been denied access to joint venture books and records since December 14, 2008, in contravention of Florida law.

WHEREFORE, Plaintiff requests judgment against Defendant for:

- (1) An accounting by Defendant of all dealings and transactions involving the joint venture and of the joint venture itself, specifically including the current joint venture assets from the day before the exclusion to the present;

- (2) The costs of suit; and,
- (3) Such other and further relief as the Court deems proper.

**COUNT II: DISSOLUTION/INJUNCTION**

36. Plaintiff realleges paragraphs 1 through 31, as if fully restated herein.

37. This is a count for the dissolution of the joint venture and injunctive relief pursuant thereto.

38. The joint venture is no longer viable for the reasons described herein.

WHEREFORE, Plaintiff requests this Court to:

- (1) Adjudge the joint venture existed;
- (2) Dissolve the joint venture;
- (3) Appoint a receiver to wind down the affairs of the joint venture;
- (4) Order an immediate accounting;
- (5) Require the property of the joint venture to be sold and the proceeds to be divided among Plaintiff and Defendants according to their respective interests;
- (6) Restrain Defendant from interfering with the joint venture property;
- (7) Award the fees and costs of this action to Plaintiff; and,
- (8) Take such further action and provide such relief as the Court deems proper.

**DEMAND FOR JURY TRIAL**

Plaintiff, DEJAMES BUILDERS OF FLORIDA, INC., hereby demands a trial by jury as to all issues so triable as a matter of right.

DATED: \_\_\_\_\_

LEOPOLD-KUVIN, P.A.  
2925 PGA Boulevard  
Suite 200  
Palm Beach Gardens, FL 33410  
(561) 515-1400  
(561) 515-1401 (facsimile)

By: \_\_\_\_\_

GREGORY S. WEISS, Esq.  
Florida Bar No.: 163430

**THE WORTH AVENUE BUILDING**

**RETAIL LEASE**

**LENDAN, INC.,  
a Florida Corporation**

**"Landlord"**

**and**

**Arcade Currency Palace Inc., A Florida Corporation  
and  
DeJames Builders of Florida, Inc.  
A Florida Corporation**

**"Tenant"**



**THE WORTH AVENUE BUILDING  
RETAIL LEASE**

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**THE WORTH AVENUE BUILDING**  
**RETAIL LEASE**

This Retail Lease is entered into by and between the landlord and tenant specified in the Basic Lease Information (hereinafter "Landlord" and "Tenant" respectively).

**BASIC LEASE INFORMATION**

Date: March 31, 2008  
Landlord: LENDAN, INC., a Florida Corporation  
Tenant: Arcade Currency Palace Inc. and DeJames Builders Inc., A Florida Corporation  
Building: The Worth Avenue Building  
205 Worth Avenue  
Palm Beach, Florida 33480  
Land: All that certain parcel of real property located in Palm Beach, Florida, known as 205 Worth Avenue, Palm Beach, Florida  
Property: The Building together with the Land.

**Article/Section**

1.1 Premises: 207 Worth Avenue  
Palm Beach, FL 33480

1.2 Usable Area of Building: 29,648 square feet

2 Scheduled Term Commencement Date: March 31, 2008

2 Term Expiration Date: June 1, 2015

3.1 Annual Base Rent:

Period	
4/4/2008 - 5/31/2009	\$ 96,600.00*
6/1/2009 - 5/31/2010	\$ 98,532.00*
6/1/2010 - 5/31/2011	\$100,502.64*
6/1/2011 - 5/31/2012	\$102,512.69*
6/1/2012 - 5/31/2013	\$ 104,562.94*
6/1/2013 - 5/31/2014	\$ 106,654.19*
6/1/2014 - 5/31/2015	(\$ 129,456.74 a fourteen month year) *

\*Plus applicable Florida Sales Tax.

4.1 Tenant's Share: Approximately Eight and fifteen percent (8.15%)

5 Security Deposit: See First Addendum to Lease

6.1 Use: Retail sales of currency and other monetary document conveyances, and instruments.

18 Tenant's Address for Notices: Dennis J. Detrie  
323 Eggle Drive  
Jupiter, FL 33477  
(561) 676-5590

18 Tenant's Address Prior to Occupancy: Dennis J. Detrie  
323 Eggle Drive  
Jupiter, FL 33477  
(561) 676-5590

18 Landlord's Address for Notices: Lendan, Inc.  
205 Worth Avenue, Suite 201  
Palm Beach, FL 33480

with a copy to:  
Jay M. Grossman  
1601 Forum Place, Suite 200  
West Palm Beach, FL 33401

21.9 The Sole Broker in the transaction is: Robert F. Klecinsky of NAI/Merin Hunter Codman, Inc.

21.9 Tenant's Broker: None

The foregoing Basic Lease Information is hereby incorporated into and made a part of the Lease. The sections of the Lease identified above in the margin are those sections where references to particular Basic Lease Information appear. Each such reference shall incorporate the applicable Basic Lease Information. In the event of any conflict between any Basic Lease Information and the Lease, the latter shall control.

