

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

CIRCUIT CIVIL DIVISION

CASE NO.: 2022-6722 CA-01

CITY OF CORAL GABLES,  
a Florida municipal corporation,

Plaintiff,

vs.

CORAL GRAND, LLC, a Florida  
limited liability company, and  
CORAL GABLES ATHLETIC CLUB, LP,  
a Florida limited partnership

Defendants.

**[PLAINTIFF'S] EX PARTE ORDER APPOINTING RECEIVER**

**THIS CAUSE** came before the Court upon Plaintiff's, City of Coral Gables (the "City" or "Landlord"), Verified Motion For Entry of *Ex Parte* Order Appointing Receiver and/or Emergency Motion for Temporary Injunction (the "Motion") on April 12, 2022. Upon consideration of the Motion, and being otherwise duly advised, this Court makes the following findings:

1. Based on the Verified Complaint and the Motion, both filed simultaneously on April 12, 2022, it is appropriate to appoint a receiver to ensure that the historical Country Club, the subject of this action, is protected and preserved for the benefit of the City and its citizens. Such action is also appropriate to protect and preserve all of the financial books and records, assets and accounts maintained by Defendant, Coral Grand, LLC ("Tenant") to properly account for all Gross Revenue and Percentage Rent owed to the City, and otherwise preclude continued waste from the continued operation and management of the Country Club, Fitness Center and Tennis

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CLERK, CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT  
MIAMI-DADE COUNTY, FLORIDA  
CIVIL DIVISION #105

Facility as defined in the Motion and Verified Complaint.

2. Joel H. Brown, Esq. of counsel at Friedin Brown, P.A., is a member in good standing of the Florida bar, board certified in Civil Trial, a Florida Supreme Court certified mediator, and has more than 40 years of experience in the practice of law, including 23 years as a judge, four in county court and 19 years as a circuit court judge (4 of which he served as chief judge) in the 11th Judicial Circuit of Florida.

Based upon this Court's findings, it is **ORDERED** and **ADJUDGED** as follows:

1. Appointment: The Court appoints Joel H. Brown, Esq. ("Receiver") to immediately act as Receiver. The Receiver shall serve pursuant to the terms of this Order until further order of this Court.

2. Oath: Within five (5) business days of the date of this Order, the Receiver shall file with this Court an Oath of Receiver accepting the appointment and agreeing to faithfully discharge his duties, any subsequent directives by this Court, and applicable law.

3. Possession of Property: The Receiver shall immediately take possession and control of all of the operations and assets of Coral Grand, LLC and the Property located at 997 North Greenway Drive, Coral Gables, Florida 33134, including all of the Land, the Building, the Fitness Center, the Tennis Facility, the Parking Lot and the contents thereof and Gross Revenue therefrom (the "Operations"). The term "Assets" shall include files, records, documents, agreements, contracts, inventory, personal property, fixtures, present and future accounts, accounts receivables and all books and records relating thereto, equipment, instruments, promissory notes, investment property, general intangibles, monies, cash, credit cards, machinery, equipment, furnishings, leases, mortgages, securities, investments, contracts, effects, lands, agreements, judgments, bank accounts, books of accounts, rents, choses in action, goods, chattels, rights, credits, claims both

asserted and unasserted, pending court actions and appeals, files and documents in the possession of attorneys and accountants and all other property, whether real, personal or mixed or previously belonging to the Tenant or which, in the case of records, documents and other papers pertain to property belonging now or previously to the Tenant or obligations of the Tenant (“Assets”). The following are also considered “Assets”: the Country Club’s fixtures, improvements, furnishings, and equipment as well as the items found in Exhibit 1-C of the subject Lease. The Receiver shall retain custody and control of all of the foregoing pursuant to the terms of this Order. The Receiver shall file an inventory of the Assets within 60 days of the date of this Order.

The Receiver shall maintain custody of the records, computers, computer files and documents, which shall be available for inspection to Plaintiff and their accountants, attorneys and professionals and also as this Court may direct. The Receiver is hereby authorized to employ agents and employees, and to enter into contracts and take all actions as necessary for the purpose of taking possession of the Assets and carrying out the Operations of the Tenant. The Receiver shall meet with all management and staff of Tenant to discuss what is necessary to continue to operate the Country Club through the Extended Operating Period without disruption. During the time that this Order is in place, such management and staff will report to the Receiver.

4. Duties of Receiver: The Receiver shall marshal, preserve, protect, maintain, manage and safeguard the Assets and Operations of the Tenant in a reasonable, prudent, diligent, and efficient manner, pending further order of the Court. Property in the custody of the Receiver or property to which the Receiver has the right to custody shall not be subject to execution or similar process. The Receiver shall be vested with the usual powers and duties of equity Receivers in like cases, and is hereby authorized and instructed to take possession of and control over the

Assets and to manage the Operations. Without limitation of any kind as to his general duties, the Receiver shall have at least the following specific duties and responsibilities:

a. Assets. The Receiver shall take possession and control of all Assets, including bank accounts, of the Tenant.

b. Revenues. Commencing immediately, the Receiver shall collect all revenues, deposits, receivables, notes and other sums generated by, from or due to the Tenant. All sums marshaled shall be deposited with a federally insured financial institution. Tenant shall immediately turn over to the Receiver any monies and every other Assets belonging to or otherwise generated from the Tenant currently in its possession. Tenant shall refrain from any further collection of revenues or other sums generated by the Tenant and Property, except as the Receiver might direct. Any funds of the Tenant received by Tenant shall be forthwith delivered to the Receiver without further Order of this Court. The Receiver shall have the exclusive right to pursue, collect and control all monies belonging to or otherwise generated by the Tenant.

c. Bank Accounts. As the Receiver may deem necessary, and effective immediately upon entry of this Order, the Receiver shall establish and maintain, at a bank or banks whose deposits are federally insured, operating accounts for the Receivership into which the Receiver shall deposit all receipts or revenues from the Tenant and the Property. However, notwithstanding anything to the contrary stated in this Order, the Receiver may continue to maintain the Tenant's accounts at banks or other financial institutions currently being used by the Tenant. All such banks and financial institutions shall recognize the Receiver as the only person authorized to transact business on behalf of the Tenant unless the Receiver advises the banks or financial institutions that someone other than the Receiver is also authorized to transact business with the banks or financial institutions on behalf of the Tenant.

d. Expenses of the Tenant. The Receiver is authorized to pay from the Tenant's funds all reasonable, necessary and proper operating expenses for the Operations of the Tenant.

e. Expenses of Receivership. The Receiver is authorized to disburse from the Tenant's funds, regularly and punctually (to the extent available), all amounts hereafter due and payable as reasonable, necessary and proper operating expenses of the Receivership, subject to the terms of this Order.

f. Management of Operations and Maintenance of Assets. The Receiver shall enter into any and all service contracts reasonably necessary to manage the Operations of the Tenant, Property through the Extended Operating Period and keep, maintain and protect the Assets. The Receiver shall continue to operate the businesses of the Tenant in such a manner as the Receiver shall deem reasonable and proper.

g. Checks. The Receiver shall endorse all checks and drafts now or hereafter made payable to the Tenant concerning such accounts receivables, deposits, rents, income, profits, and revenues.

h. Mail. The Receiver shall open all mail in connection with the Assets or businesses of the Tenant.

i. Recovery of Property. The Receiver is specifically authorized and empowered to file suit against any person(s) or entity(s) to recover property of the Tenant or to redress any harm or injury to the Tenant.

j. Discovery. The Receiver is authorized to set depositions and demand production of documents on five (5) business days' notice. Any objections to documents requested by the Receiver may be stated at the deposition and reserved for hearing.

k. General Powers. The Receiver shall exercise all other powers and rights necessary to manage, protect and preserve the Assets and the businesses of the Tenant.

5. Cooperation: Tenant and its officers, agents, partners, servants, employees, and transferees shall cooperate fully with Receiver and comply with Receiver's requests for information, records and documentation so that Receiver may perform his duties with full information and knowledge. Tenant and its officers, agents, partners, servants, employees, and transferees shall not interfere with or hinder the operations of Receiver, but shall maintain their legal rights with respect to this action, the Receiver and the Receivership.

6. Presentation of Receivership Order: Upon presentation of a copy of this Order, all of Tenant's officers, directors, employees, representatives, agents, and all other persons, shall deliver to the Receiver records, property and Assets of the Companies of every kind and nature whatsoever, which may be in their possession or under their control. If any person presented with a copy of this Order should receive any records, property or Assets of the Tenant on or after the date the Receiver is appointed, such person is temporarily restrained and enjoined from disposing of such records, property or Assets in any manner, other than by turning over such records, property or Assets to the Receiver until further order of this Court.

7. Turnover: All persons, corporations, or other entities now or hereafter in possession of the Assets, or any part thereof, as well as any profits collected or derived from the Assets, or any other items entrusted to Receiver, shall forthwith and without further Order of this Court surrender such possession to the Receiver.

8. Receiver's Fees: The Receiver shall be entitled to payment of reasonable fees from the funds for his services, plus such other amounts as may be awarded by the Court after a hearing upon notice to the parties and all counsel of record. The Court further Orders that should there not

be any Assets in the receivership available to pay the Receiver and any and all outside professionals any amounts due and owing for fees, costs, and expenses, the parties shall be jointly and severally responsible for payment of said amounts due and owing. The fees and expenses of Receiver shall be withheld from the Tenant pending application to the Court for approval of all reasonable fees and expenses.

9. Liabilities Incurred by Receiver and Receivership: The Receiver shall have no personal liability for the expenses and liabilities of the Receiver and of the receivership, all such liabilities shall be satisfied, if at all, from the Assets of the receivership and the Companies. All expenses and liabilities of the Receiver and of the receivership shall have priority to the Assets of the receivership superior to the debts and liabilities of Tenant.

10. Receivership Reporting:

a. Initial Report and Accounting. The Receiver shall investigate the Assets, liabilities, revenues, expenses, and financial condition of the Companies and the acts and conduct of Tenant with respect to the Operations of the Tenant and Property from January 1, 2015.

b. Quarterly Report: The Receiver is directed to prepare a full and complete quarterly report setting forth all receipts and disbursements, cash flow, activities of the Tenant, and reporting all changes in the Assets in his charge, or claims against the Assets, that have occurred during the period covered by the report. However, the first report shall be due in 75 days and cover the period of January 1, 2019 through the December 31, 2021. Thereafter, each report shall be filed by the twentieth day of the month following the reporting period. The Receiver shall serve a notice of filing of the report on the attorneys of record for each of the parties herein and parties in interest. The notice of filing shall advise that the report is available upon request made to the Receiver. To

the extent any portion of the report is deemed privileged, the Receiver is authorized to file his report and/or portions of his report under seal.

11. Reserve Right for Additional Powers: The Receiver may, at any time upon prior notice to all parties to this action, apply to this Court for further or other instructions or powers, whenever such instructions or additional powers shall be deemed necessary in order to enable him to perform properly and legally the duties of the office of Receiver and to maintain, operate, preserve and protect the Receivership Assets.

DONE AND ORDERED in Miami-Dade County, Florida, this 12<sup>th</sup> day of April, 2022.



HONORABLE  
CIRCUIT JUDGE

**CARLOS LOPEZ**  
**CIRCUIT JUDGE**

*Copies furnished to:*  
Counsel of Record