

**IN THE THIRD DISTRICT COURT OF APPEAL
STATE OF FLORIDA**

Third District Case No. 3D2024-1366
Lower Court Case No. 2024-008942-CA-01

CARIBBEAN SUN AIRLINES, INC.
d/b/a WORLD ATLANTIC AIRLINES,
INC. and MIAMI AIR
INTERNATIONAL, INC.

Appellants,

vs.

HALEVI ENTERPRISES, LLC

Appellee.

_____ /

EMERGENCY MOTION TO STAY PENDING APPEAL

Pursuant to Rule 9.310, Fla. R. App. P., Appellants, Caribbean Sun Airlines, Inc. d/b/a World Atlantic Airlines, Inc. and Miami International Inc. (“Appellants”) hereby file this emergency motion to stay pending appeal and in support state as follows:

I. PROCEDURAL POSTURE & FACTUAL BACKGROUND

This appeal involves the emergency appointment of a receiver in Florida for a foreign (Delaware) judgment which is presently on appeal in Delaware; for which a motion to stay execution of the judgment is presently pending in Delaware and set for hearing in five weeks; and more importantly for which the Delaware court that

issued the final foreign judgment and entered an order staying all execution until it has an opportunity to hear the pending motion to stay. *See* Attached Order from Delaware Superior Court attached hereto as **Exhibit A**. Forum shopping has long been disfavored by the courts. Here, Appellee (“Halevi”) chose their forum (Delaware) and litigated, and continued to litigate, in Delaware for almost four years. Just two days after the Stay Motion was set for September 5, 2024, hearing in the Delaware Superior Court, on July 19, 2024, Halevi filed an Emergency Motion to Appoint a Receiver in the state court in Miami-Dade County, Florida and by August 1, 2024, Halevi sent the Florida court appointed receiver to Appellants’ offices in direct disregard to the Delaware Superior Court Order. A true and correct copy of the Florida court’s order appointing a receiver which is directly at issue is attached hereto as **Exhibit B**.

There is a reason why Halevi did not attempt to appoint a receiver in Delaware and instead Florida. Despite those facts and as will be demonstrated in this appeal, the trial court ignored existing Florida caselaw, granted the receivership and denied Appellants motion to stay or defer until the court in Delaware had a chance to rule of the pending motion to stay execution that is currently set for September 5, 2024. Even after those events, as well as receiving the Order of the Delaware Court issuing a temporary stay, Halevi surprisingly proceeded to file a Motion for Writ of Assistance with the Florida trial judge and the trial judge also aware of the issuance

of the Stay Order granted the Judgment Creditors' Motion for Writ of Assistance. A true and correct copy of the foregoing is attached hereto as **Composite Exhibit C**.

Appellants filed an emergency motion with the Florida trial court requesting the trial court reconsider Appellants' earlier motion to defer and stay pending the Delaware courts' ruling on the motion to stay as again the hearing was only five weeks away and possibly sooner as a result of Appellants' emergency motion to expedite filed in Delaware. Again, the Florida trial court denied Appellants' motion to reconsider. A true and correct copy of the foregoing Order is attached hereto as **Exhibit D**. On the same day, the Delaware Superior Court issued an order staying enforcement of the final judgment until September 5, 2024. *See Exhibit A*.

Appellants have now filed this appeal in the Third District Court of Appeal. Appellants now move as an emergency to stay execution of the receivership order and fundamentally, the execution of the foreign judgment in Florida before the lower Florida Court. As it appears that neither the Appellee nor for some reason the Florida trial judge are inclined to respect the Stay Order from the Delaware Superior Court, Appellants now seek the emergency relief from this Court in the form of an order staying all actions in Florida regarding the enforcement of the Delaware Judgment including the Appointment of the Receiver to allow the Delaware Court that issued this judgment the fair faith and credit it deserves to hear and render its decision as to the first filed and pending Motion to Stay Execution.

Appellants cautioned the lower court in Florida that there was the possibility of an entry of a stay of this matter in Delaware during the expedited receivership hearing. The Judgment Debtors also provided the lower court in Florida with the Delaware Superior Court's order staying the execution of the judgment until at least September 5, 2024. That said, Appellants further showed the lower court in Miami-Dade at the hearing, that there was a pending appeal in the Delaware Supreme Court and pending motions to stay and motions for relief to be heard in the Delaware Superior Court. Lastly, Appellants' counsel informed the lower Florida Court during the same hearing that the Judgment Debtors had failed to meet the burden in Florida allowing for the emergency motion to appoint a receiver. This is significant since the foreign court standard in Delaware is even stricter regarding appointing a receiver. There is a reason why Halevi never sought the appointment of a receiver in Delaware despite the heart of this litigation and current litigation occurring in Delaware.

II. STANDARD OF REVIEW

This court applies an abuse of discretion standard in reviewing a lower tribunal's order on a motion for stay. *Lampert-Sacher v. Sacher*, 120 So. 3d 667, 668 (Fla. 1st DCA 2013); *see Polar Ice Cream & Creamery v. Andrews*, 159 So. 2d 672 (Fla. 1st DCA 1964). The burden is on the movant to demonstrate such an abuse of discretion. *Id.* A party seeking to stay the lower tribunal order pending appeal should

demonstrate a likelihood of prevailing on appeal, irreparable harm to movant if the motion is not granted, or a showing that a stay would be in the public interest. *Id.*; *White Constr. Co. v. State, Dep't of Transp.*, 526 So. 2d 998 (Fla. 1st DCA 1988).

III. ARGUMENT

a. **A stay is required in this action to comply with the full faith and credit clause ingrained in the FEFJA since Appellants will suffer irreparable harm if a stay is not granted as the Florida court appointed Receivership directly interferes with the Delaware Superior's Courts entry of a temporary stay which will further prejudice Appellants' pending motions to be heard in the Delaware Superior Court and the appeal of the final judgment pending in the Delaware Supreme Court.**

The entry of the lower Court's order appointing a receiver directly contradicts the Delaware Superior Court's order staying the case until at least September 5, 2024. Undeniably such language does not honor the full faith and credit clause ingrained in the Florida Enforcement of Foreign Judgment Act ("FEFJA") and in turn against the public interest. It is for this reason that Florida courts in deference to the foreign jurisdiction have interpreted the FEFJA as follows: If the judgment debtor shows the [court] that an appeal from the foreign judgment is pending or will be taken, or that a stay of execution has been granted, **the court shall stay enforcement of the foreign judgment** until the appeal is concluded, the time for appeal expires, or the stay of execution expires or is vacated, upon proof that the judgment debtor has furnished the security for the satisfaction of the judgment required by the state in which rendered. *SCG Travel, Inc. v. Westminster Financial*

Corp., 583 So. 2d 723, 725 (Fla. 4th DCA 1991) (emphasis added). Again, because the lower court ignored this precedent that was squarely placed before her, the public interest weighs in favor of granting a stay and demonstrates a clear abuse of discretion by the lower court.

The enforcement of foreign judgments is not a matter of mere grace. It springs from the Full Faith and Credit Clause of the U.S. Constitution, Art. IV, section 1, U. S. Const., and its implementing statute, 28 U.S.C. section 1738, which require every state to give the same effect to judicial proceedings as the rendering state gives them. *SCG Travel, Inc. v. Westminster Financial Corp.*, 583 So. 2d 723, 725. Despite the pending motion to stay now to be heard on an expedited and emergency basis in the Delaware superior court, the court has in effect improvidently denied Judgment Debtors' motion to stay or defer so that the pending Delaware motion could be heard by the Delaware Superior Court. Granting a stay of modest duration – which now stands at approximately 5 weeks, pending decision by the underlying Foreign court is what is required by Florida law. *Community Builders v. Indian Motorcycle Assocs.*, 658 So. 2d 146, 1995 Fla. App. LEXIS 7490 (Fla. 3d DCA 1995) (trial court properly granted stay of execution of foreign judgment that was duly recorded in Florida under the Florida Enforcement of Judgments Act, Fla. Stat. § 55.501, without the posting of a supersedeas bond, until the disposition of a pending appeal of the underlying judgment, which appeal itself similarly effects a stay of execution

without supersedeas).

b. Public Policy mandates that Appellee's forum shopping be dishonored in light of the Delaware Superior Court's Order issuing a temporary stay.

In determining whether improper forum shopping occurred Delaware courts consider not only the plaintiff's motivation for filing in the second jurisdiction but also the "objective impact" of the plaintiff's actions. See *Williams Nat. Gas Co. v. Amoco Prod. Co.*, 1990 WL 13492, at *9 (Del. Ch. Feb. 15, 1990). However, likewise, Florida Courts have held, "only exceptional circumstances may disturb the Plaintiff's decision to litigate this matter in his home forum." *Telemundo Network Group, LLC v. Azteca Intern. Corp.*, 957 So.2d 705, 709 (Fla. 3d DCA 2007). The objective impact here cannot be understated and Appellee has failed to show any exceptional circumstances. There is a receiver currently on Appellants' property as allowed by the lower Florida Court who has been aware of the Foreign Judgment matter for less than three months while Delaware has been actively handling the matter for approximately four years. There is a Delaware Superior Court order temporarily staying this action in Delaware and a pending appeal in Delaware. Based on the foregoing, logically and simplistically, Appellee cannot show any exceptional circumstances justifying this blatant forum shopping. Movants filed a colorable Stay Motion that offers to post a sizable bond and explains that Movants' have a high likelihood of success on the merits of the appeal. Rather than allow this

Court to adjudicate the Stay Motion, Halevi ran to Florida to try to seize control over Movants.

In Delaware, to appoint a receiver of and for the corporation, the court applies an “insolvency plus” standard to determine whether to appoint a receiver over a Delaware company. *In re Geneius Biotech., Inc.*, 2017 WL 6209593, at *5 (Del. Ch. Dec. 8, 2017) (quoting *Ross Hldg. & Mgmt. Co. v. Advance Realty Gp., LLC*, 2010 WL 3448227, at *5 (Del. Ch. Sept. 2, 2010)). Under the ‘insolvency plus’ standard, the court will appoint a receiver only if the company is insolvent and exigent circumstances warrant such relief. *Id.*; see also *Pope Invs. LLC v. Benda Pharm., Inc.*, 2010 WL 5233015, at *6 (Del. Ch. Dec. 15, 2010). As a threshold matter, the petitioner must show that the company is insolvent at the time the petition is filed, by clear and convincing proof. *In re Geneius Biotechnology, Inc.*, 2017 WL 6209593, at *5 (Del. Ch. Dec. 8, 2017). If there is any doubt as to the insolvency of the corporation, a receiver should not be appointed. *Pope Invs. LLC*, 2010 WL 5233015, at *6. Appointment of a receiver, especially to a solvent corporation like Movants, is an extraordinary remedy. The Delaware standard for appointment of a receiver requires a showing of fraud, gross mismanagement, positive misconduct by corporate officers, breach of trust, or extreme circumstances showing imminent danger of great loss which cannot otherwise be prevented. *VTB Bank v. Navitron Projects Corp.*, 2015 WL 9581538, at *6 (Del. Ch. Dec. 29, 2015)

By stark contrast, in Florida there is a much more lenient standard for the appointment of a receiver. Under F.S. § 714.06(1)(b), the appointment of a receiver after judgment does not provide a list of potential harms that must exist to justify preservation of the property. There merely must be a showing of some need to protect the property from waste or depreciation before a receiver may be appointed post judgment. *Zahav Refi LLC v. White Hawk Asset Mgmt.*, 378 So. 3d 1192, 1194-96 (Fla. 2d DCA 2023). On July 26, 2024, the judge in Florida held an evidentiary hearing on Plaintiff's emergency motion. After the hearing and applying Florida's lenient standard for receiver appointment, the Florida Court appointed a receiver and denied Movants request that the matter be deferred until the Stay Motion is heard because, as of now, no stay has been entered by this Court.

c. EMERGENCY

Because the lower court has seemingly ignored the Delaware Court's Order granting a temporary stay – which order was squarely before the lower court – and Judgment Creditors have proceed to plough ahead with enforcement even in the face of the Delaware Court order, Appellants are compelled to, as the Delaware Court mandated, maintain the status quo. The injury visited on the Appellants, if no stay is issued under these extraordinary circumstances, would visit upon Appellants an irreparable and irreversible harm.

d. **ISSUE OF BOND**

The issue of bond is squarely before the Delaware Court. The very same Court that tried this matter and Appellants respectfully request that the Delaware Court be allowed to make that bond determination in the first instance.

WHEREFORE, Appellants respectfully request that this Court grant the pending Emergency Motion to Stay allowing the Delaware Court to hear and rule upon the presently pending motion to stay filed in Delaware Superior Court, with a pending hearing date of September 5, 2024.

Dated: August 1, 2024.

Respectfully submitted,

/s/ Alexander Angueira

Aileen M. Carpenter, Esq. (FBN 1035905)

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Certificate of Service

I certify that a copy of the foregoing has been furnished via electronic mail to Brian Dervishi, Esquire, Weissman & Dervishi, P.A., 1 SE 3rd Avenue, Suite 1700, Miami, Florida 33131 at brian@wdpalaw.com on August 1, 2024.

/s/ Alexander Angueira _____

Alexander Angueira

IN THE SUPERIOR COURT OF THE STATE OF DELAWARE


HALEVI ENTERPRISES LLC,)
)
 Plaintiff,)
)
 v.)
)
 WAA HOLDINGS, INC., WAA)
 HOLDINGS, LLC, CARIBBEAN SUN)
 AIRLINES, INC. d/b/a WORLD)
 ATLANTIC AIRLINES INC., MIAMI)
 HOLDINGS, LLC, MIAMI AIR)
 INTERNATIONAL INC., TIMCO)
 ENGINE CENTER, INC., ALAN)
 BOYER, and JOEL PLASCO,)
)
 Defendants.

C.A. No. N21J-04427

ORDER

Defendants’ Motion to Stay Execution of Judgment is GRANTED until September 5, 2024 or the Superior Court has an opportunity to hear and consider the merits of Defendants’ motion and opposition thereto, and issue an appropriate decision on the matter. The purpose of this Order to Stay is to preserve the status quo until a hearing on the merits can take place.

IT IS SO ORDERED.



 The Honorable Kathleen M. Vavala

**IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL
CIRCUIT IN AND FOR MIAMI-DADE COUNTY, FLORIDA**

CASE NO: 2024-008942-CA-01
SECTION: CA22
JUDGE: Beatrice Butchko Sanchez

Halevi Enterprises LLC

Plaintiff(s)

vs.

Caribbean Sun Airlines Inc et al

Defendant(s)

_____ /

ORDER APPOINTING F. DARRELL RICHARDSON AS RECEIVER

THIS CAUSE came before the Court on July 26, 2024, for an evidentiary hearing upon Judgment Creditor’s Emergency Motion for Appointment of Receiver and to Overrule Judgment Debtors’ Objection to, and Request to Stay Enforcement of, a Foreign Judgment [DIN 11] (“Motion”). The Court considered the Motion, the Judgment Debtors’ response [DIN 13], the testimony of Judgment Creditor Halevi Enterprises LLC’s witnesses and the showings of the parties, and argument of counsel and finds, based on the record in these proceedings, the appointment of a receiver is necessary and appropriate for purposes of marshalling and preserving all assets of the Judgment Debtors and to carry the judgment into effect. Therefore, for the reasons stated on the record, it is now

ORDERED and **ADJUDGED** as follows:

1. Motion Granted. The Motion is **GRANTED**. The Court takes exclusive jurisdiction and possession of the assets, of whatever kind and wherever situated, of the Judgment Debtors. F. Darrell Richardson, 1851 Hayes Leonard Road, Valparaiso, IN 46385 (the “Receiver”), who is qualified and independent, is appointed as Receiver of Judgment Debtors, Caribbean Sun Airlines, Inc. d/b/a World Atlantic Airlines and Miami Air International, Inc. (together,

“Judgment Debtors”), and all of the personal property and assets including without limitation the accounts receivable, and inventory of Judgment Debtors, of whatever kind, now existing and hereafter arising, wherever located, including the property more particularly described on Exhibit A attached hereto and made a part hereof (collectively, the “Receivership Assets”), and is given authority to retain Sage-Popovich, Inc., to assist him in performance of his duties as Receiver.

2. Findings. The Court finds that the Motion was properly served on the Judgment Debtors, who received actual and reasonable notice of the hearing, and that all of the necessary parties have been properly served or received notice of the hearing on the Motion. The Judgment Creditor holds a Final Judgment lien interest in the Receivership Assets, and has demonstrated its right to and need for the Receiver to protect and preserve the Receivership Assets pursuant to Florida law.
3. Asset Freeze. Except as otherwise specified herein, all Receivership Assets are frozen until further order of the Court. Accordingly, all persons and entities with direct or indirect control over any Receivership Assets, other than the Receiver, are hereby restrained and enjoined from directly or indirectly transferring, setting off, receiving, changing, selling, pledging, assigning, liquidating or otherwise disposing of or withdrawing such assets. This freeze shall include, but not be limited to, Receivership Assets that are on deposit with financial institutions such as banks, brokerage firms and mutual funds.
4. Primary Tasks. The primary tasks of the Receiver shall be to: (a) operate the airlines in a manner compliant with all federal regulation and in a manner to ensure the continued business operations and revenue generation of the assets; (b) collect as much as possible of the accounts receivable; and (c) use reasonable efforts to determine the nature, location, and value of all property interests of Judgment Debtors, including, but not limited to, monies, funds, securities, credits, effects, goods, chattels, lands, premises, leases, claims, rights, and other assets, together with all rents, profits, dividends, interest, or other income attributable

thereto, of whatever kind, which Judgment Debtors own, possesses, have a beneficial interest in, or control directly or indirectly and make a report to the Court and the parties regarding same. Judgment Debtors, as well as Iraq Pacheco and Tomas Romero, shall fully and promptly cooperate with the Receiver in carrying out these primary tasks and provide him all the assistance and information that he shall reasonably request from them. The Receiver shall maintain the Judgment Debtors' business and Federal Aviation Administration Operating Certificates.

5. Management. The powers of Judgment Debtors' managers are suspended. Such persons shall have no authority with respect to Judgment Debtors' operations or assets, except to the extent as may hereafter be expressly granted by the Receiver. The Receiver shall assume and control the operation of Judgment Debtors and shall pursue and preserve all of Judgment Debtors' claims. The Receiver shall have all powers, authorities, rights and privileges heretofore possessed by the officers, directors, managers and general and limited partners of the Receivership Entities under applicable state, federal, or foreign law, by the governing charters, by-laws, articles and/or agreements in addition to all powers and authority of a receiver at equity, and all powers conferred upon a receiver under Florida law. The trustees, directors, officers, managers, employees, investment advisors, accountants, attorneys and other agents of the Receivership Entities are hereby dismissed and the powers of any general partners, directors and/or managers are hereby suspended. Such persons and entities shall have no authority with respect to the Receivership Entities' operations or assets, except to the extent as may hereafter be expressly granted by the Receiver. The Receiver shall assume and control the operation of the Judgment Debtors and shall pursue and preserve all their claims. Notwithstanding the foregoing, Judgment Debtors may continue to pursue the motion and appeal in the Superior Court and Supreme Court of Delaware. No person holding or claiming any position of any sort with any of the Receivership Entities shall possess any authority to act by or on behalf of any of the Receivership Entities.

6. Possession and Control of the Receivership Assets. The Receiver is authorized to immediately take possession and exclusive control of the Receivership Assets. The Receiver is granted all of the usual, necessary, and incidental rights and powers of receivers for the purpose of carrying out the provisions of this Order, as he considers necessary or appropriate. The Receiver's powers include, but are not limited to, the powers to: (a) take and maintain possession of all accounts, records, data, reports, and other information, whether in paper or native format, and including electronically stored information, pertaining to the Receivership Assets; (b) open receivership accounts in the names of Judgment Debtors; (c) borrow money, issue receiver's certificates, incur debt, issue any class of stock, debenture or other financial instrument as required to finance the administration of the estate; (d) deposit checks that are made payable to Judgment Debtors; (e) open mail that is addressed to Judgment Debtors; (f) obtain liability and such other types of insurance in such amounts and with such insurers as the Receiver deems necessary; (g) hire and employ consultants, managers, brokers, agents, attorneys, accountants, or professionals, as the Receiver deems necessary to carry out the rights and powers herein granted and his responsibilities under this Order; (h) enforce, modify, or terminate any contracts related to the Receivership Assets; (i) sell and convey all or any portion of the Receivership Assets, subject to Court approval upon notice and hearing; (j) execute and deliver such documents and instruments as are necessary or appropriate to exercise the rights and powers herein granted or to consummate authorized transactions; (k) institute legal actions in the name of Judgment Debtors to protect and preserve the Receivership Assets, to recover any part of the Receivership Assets that is improperly or illegally held by another, and for such other purposes as may be necessary, subject to Court approval; (l) use Judgment Debtors' federal employer identification numbers; and (m) otherwise take any reasonable actions deemed necessary or appropriate to take possession of, exercise full control over, to prevent waste of, and to otherwise preserve, manage, maintain, secure and safeguard the Receivership Assets. The Receiver may apply to the Court for

further instructions and directions.

7. Banks, Brokerage Firms, and Financial Institutions. All banks, brokerage firms, financial institutions, and other persons or entities that have possession, custody, or control of any assets, securities, funds, or accounts held by Judgment Debtors, in the name of Judgment Debtors, or for the benefit of Judgment Debtors, whether directly or indirectly, and whether Judgment Debtors' interest is legal, equitable, or beneficial, shall cooperate expeditiously in providing information and transferring the assets, securities, funds, or accounts to the Receiver or at the direction of the Receiver, upon receipt of notice of this Order by personal service, overnight courier, email transmission, or otherwise.
8. Turnover of Receivership Assets. Judgment Debtors, and all of their managers, members, employees, and agents, are directed and ordered to turn over to the Receiver all records, files, documents, bank statements, tax returns, insurance policies, keys, login credentials, passwords, and access codes necessary for the Receiver to obtain possession and manage the Receivership Assets as provided in this Order, excluding attorney-client privileged information.
9. Cooperation with Receiver. All parties are directed and ordered to honor the requests of the Receiver in the discharge of his duties and shall not hinder, obstruct, or otherwise interfere with the Receiver in the performance of the Receiver's duties. Such prohibited actions include, but are not limited to: (a) concealing, destroying, or altering records or information; (b) dissipating or otherwise diminishing the value of any Receivership Assets; (c) releasing claims; (d) disposing, transferring, exchanging, assigning, or in any way conveying any Receivership Assets; and (e) attempting to modify or cancel any agreement that affects any Receivership Assets.
10. Bond. The Receiver shall post a bond in the amount of \$100,000.00 (one-hundred thousand dollars).

11. Use of Funds. The Receiver is authorized to utilize the proceeds of the Receivership Assets to fulfill any obligations of Judgment Debtors and otherwise as may be ordered by the Court.
12. Reporting. The Receiver shall file and serve on all parties a monthly report of all of his activities within twenty (20) days after the end of each calendar month. The first such report shall meet the requirements for filing a true and complete inventory of the Receivership Assets under oath pursuant to Fla. R. Civ. P. 1.620.
13. Bank Account. The Receiver shall maintain a bank account at a federally-insured institution in which all proceeds of the Receivership Assets shall be deposited and from which all expenses shall be paid.
14. Compensation of Receiver and Agents. The Receiver shall be paid for his time at a reasonable and customary hourly rate. All persons whose services are utilized by the Receiver, if any, shall be compensated at their reasonable and customary hourly rates. The Receiver shall be reimbursed for any reasonable out-of-pocket expenses, including travel expenses. The Receiver shall submit a monthly invoice to Judgment Creditor within twenty (20) days after the end of each calendar month, and subject to its right to object, Judgment Creditor shall initially be responsible for compensating the Receiver and his professionals. All sums advanced by Judgment Creditor shall be evidenced by certificates of indebtedness and secured by Judgment Creditor's security interest in and lien on the Receivership Assets.
15. Access to Books and Records. The Receiver shall permit Judgment Creditor, its agents and counsel access to the Receivership Assets at all reasonable times, to inspect the Receivership Assets and the books and records of Judgment Debtors, excluding attorney-client privileged information.
16. Exercise of Powers under Applicable Law. Without limiting or expanding the foregoing, the Receiver is authorized to exercise all powers generally available under the laws of the State of Florida, which may be incidental to the powers described in this Order, and to act on

behalf of and in the name of Judgment Debtors, as applicable, as the Receiver shall deem appropriate.

17. Receiver as Fiduciary. The Receiver shall faithfully discharge all of the duties outlined in this Order and shall obey all other orders of the Court. The Receiver shall be deemed a fiduciary for the benefit of all persons having or claiming an interest in the Receivership Assets and shall exercise his office accordingly.
18. Duration of Receivership. This receivership shall continue until further order of the Court.
19. Final Accounting. Upon submission of a final report and accounting, the Receiver shall be completely and fully discharged of all duties and responsibilities under this Order. The Receiver and his agents, employees, representatives, counsel, and accountant shall not be liable to anyone for their good faith compliance with their duties and responsibilities in connection with this Order, including, without limitation, the Judgment Creditor or the Judgment Debtors, and shall not be liable to anyone for the acts or omissions of the Judgment Creditor or the Judgment Debtors.
20. Jurisdiction. The Court reserves jurisdiction to enforce full compliance with the terms and conditions of this Order and with respect to clarification, interpretation, or modification of this Order.

Exhibit A – Receivership Assets

1. ALL ACCOUNTS, CHATTEL PAPER, CONTRACTS, CONTRACT RIGHTS, ACCOUNTS RECEIVABLE, TAX REFUNDS, TAX CREDITS, NOTES RECEIVABLE, PLEDGED EQUITY, DOCUMENTS, CHOSSES IN ACTION AND GENERAL INTANGIBLES, INCLUDING, BUT NOT LIMITED TO, PROCEEDS OF INVENTORY AND RETURNED GOODS AND PROCEEDS FROM THE SALE OF GOODS AND SERVICES, AND ALL RIGHTS, LIENS, SECURITIES, GUARANTIES, REMEDIES AND PRIVILEGES RELATED THERETO, INCLUDING THE RIGHT OF STOPPAGE IN TRANSIT AND RIGHTS AND PROPERTY OF ANY KIND FORMING THE SUBJECT MATTER OF ANY OF THE FOREGOING;
2. ALL CERTIFICATES OF DEPOSIT AND ALL TIME, SAVINGS, DEMAND, OR

OTHER DEPOSIT ACCOUNTS IN THE NAME OF PLEDGORS OR IN WHICH PLEDGORS HAVE ANY RIGHT, TITLE OR INTEREST, INCLUDING BUT NOT LIMITED TO ALL SUMS NOW OR AT ANY TIME HEREAFTER ON DEPOSIT, AND ANY RENEWALS, EXTENSIONS OR REPLACEMENTS OF AND ALL OTHER PROPERTY WHICH MAY FROM TIME TO TIME BE ACQUIRED DIRECTLY OR INDIRECTLY USING THE PROCEEDS OF ANY OF THE FOREGOING;

3. ALL INVENTORY AND EQUIPMENT OF EVERY TYPE OR DESCRIPTION WHEREVER LOCATED, INCLUDING, BUT NOT LIMITED TO ALL RAW MATERIALS, PARTS, CONTAINERS, WORK IN PROCESS, FINISHED GOODS, GOODS IN TRANSIT, WARES, MERCHANDISE, FURNITURE, FIXTURES, HARDWARE, MACHINERY, TOOLS, PARTS, SUPPLIES, AUTOMOBILES, TRUCKS, OTHER INTANGIBLE PROPERTY OF WHATEVER KIND AND WHEREVER LOCATED ASSOCIATED WITH THE PLEDGORS' BUSINESS, TOOLS AND GOODS RETURNED FOR CREDIT, REPOSSESSED, RECLAIMED OR OTHERWISE REACQUIRED BY PLEDGORS;
4. ALL DOCUMENTS OF TITLE AND OTHER PROPERTY FROM TIME TO TIME RECEIVED, RECEIVABLE OR OTHERWISE DISTRIBUTED IN RESPECT OF, EXCHANGE OR SUBSTITUTION FOR OR ADDITION TO ANY OF THE FOREGOING INCLUDING, BUT NOT LIMITED TO, ANY DOCUMENTS OF TITLE;
5. ALL KNOW-HOW, INFORMATION, LABELS, PERMITS, PATENTS, COPYRIGHTS, GOODWILL, TRADEMARKS, TRADE NAMES, LICENSES AND APPROVALS HELD BY PLEDGORS, INCLUDING ALL OTHER INTANGIBLE PROPERTY OF PLEDGORS;
6. ALL ASSETS OF ANY TYPE OR DESCRIPTION THAT MAY AT ANY TIME BE ASSIGNED OR DELIVERED TO OR COME INTO POSSESSION OF PLEDGORS FOR ANY PURPOSE FOR THE ACCOUNT OF PLEDGORS OR AS TO WHICH PLEDGORS MAY HAVE ANY RIGHT, TITLE, INTEREST OR POWER, AND PROPERTY IN THE POSSESSION OR CUSTODY OF OR IN TRANSIT TO ANYONE FOR THE ACCOUNT OF PLEDGORS, AS WELL AS ALL PROCEEDS AND PRODUCTS THEREOF AND ACCESSIONS AND ANNEXATIONS THERETO;
7. THE SPECIFIC ASSETS IDENTIFIED ON EXHIBIT 1 ATTACHED HERETO;
8. ALL PROCEEDS (INCLUDING BUT NOT LIMITED TO INSURANCE PROCEEDS) AND PRODUCTS OF AND ACCESSIONS AND ANNEXATIONS TO ANY OF THE FOREGOING;
9. CONSUMER ELECTRONICS (CE), FURNITURES (FF), GENERAL EQUIPMENT (G1), GENERAL EQUIPMENT (GE), OFFICE IMPROVEMENTS (LI), OPERATING ELECTRONICS (OE), MAINTENANCE EQUIPMENT (RP), SOFTWARE DEVELOPMENT (SC), WINGLET SYSTEM (W8), WINGLET SYSTEM (W9), REPAIR STATION CERTIFICATES, REPAIR STATION MANUALS, MANUFACTURER MANUALS, PROPRIETARY TOOLS, CERTIFIED TOOLS & TEST EQUIPMENT,

MACHINE/WELDING/NOT EQUIPMENT, MOTORIZED/NON-MOTORIZED EQUIPMENT, OTHER TOOLS & EQUIPMENT, ENGINE PARTS & ENGINE INVENTORY, TEST CELLS, OPERATING CERTIFICATES & MANUALS, AIRCRAFT FLEET, UNSERVICEABLE TURBINE SPARE ENGINES, SERVICEABLE TURBINE SPARE ENGINES, PARTS, INVENTORY, ACCOUNTS RECEIVABLES, MAINTENANCE, AND EQUIPMENT; AND

10. THE FOLLOWING AIRCRAFT: N802WA, MCDONNELL DOUGLAS AIRCRAFT CO. MD 83, SERIAL NUMBER 53052 N803WA, MCDONNELL DOUGLAS DC-9-82 (MD-82), SERIAL NUMBER 49307 N804WA, MCDONNELL DOUGLAS DC-9-83 (MD-83), SERIAL NUMBER 49345 N805WA, MCDONNELL DOUGLAS AIRCRAFT CO. MD 83, SERIAL NUMBER 53470 N808WA, MCDONNELL DOUGLAS DC-9-83(MD-83), SERIAL NUMBER 53044 N306F A, MCDONNELL DOUGLAS DC-9-83 (MD-83), SERIAL NUMBER 49344 N807TR, MCDONNELL DOUGLAS AIRCRAFT CO. MD 83, SERIAL NUMBER 53295 PRATT & WHITNEY CANADA JT8D-217A, SERIAL NUMBER 717449 PRATT & WHITNEY CANADA JT8D-217C, SERIAL NUMBER 725007 PRATT & WHITNEY CANADA JT8D-219, SERIAL NUMBER 728183.

DONE and **ORDERED** in Chambers at Miami-Dade County, Florida on this 30th day of July, 2024.



2024-008942-CA-01 07-30-2024 1:07 PM

Hon. Beatrice Butchko Sanchez

CIRCUIT COURT JUDGE

Electronically Signed

No Further Judicial Action Required on **THIS MOTION**

CLERK TO **RECLOSE** CASE IF POST JUDGMENT

Electronically Served:

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Physically Served:

**IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL
CIRCUIT IN AND FOR MIAMI-DADE COUNTY, FLORIDA**

CASE NO: 2024-008942-CA-01
SECTION: CA22
JUDGE: Beatrice Butchko Sanchez

Halevi Enterprises LLC

Plaintiff(s)

vs.

Caribbean Sun Airlines Inc et al

Defendant(s)

ORDER GRANTING JUDGMENT CREDITOR'S MOTION FOR WRIT OF ASSISTANCE

THIS CAUSE came before the Court on August 1, 2024, upon Judgment Creditor's Motion for Writ of Assistance (the "Motion"). The Court considered the Motion, and it is

ORDERED and ADJUDGED as follows:

1. The Motion is GRANTED.
2. The Clerk of the Court shall issue a Writ of Assistance to permit the Miami-Dade Police Department, *i.e.*, the Sheriff, to assist in implementing the Order Appointing F. Darrell Richardson as Receiver entered on July 30, 2024 [DIN 46], so that the Receiver can peaceably take full possession and control of the receivership assets and preserve the status quo.

DONE and **ORDERED** in Chambers at Miami-Dade County, Florida on this 1st day of August, 2024.



2024-008942-CA-01 08-01-2024 12:29 PM

Hon. Beatrice Butchko Sanchez

CIRCUIT COURT JUDGE

Electronically Signed

No Further Judicial Action Required on **THIS MOTION**

CLERK TO **RECLOSE** CASE IF POST JUDGMENT

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Physically Served:

IN THE CIRCUIT COURT OF THE
ELEVENTH JUDICIAL CIRCUIT IN AND
FOR MIAMI DADE COUNTY, FLORIDA

HALEVI ENTERPRISES, LLC,

CIVIL DIVISION

Judgment Creditor,

CASE NO. 2024-008942-CA-01

SECTION: CA22

vs.

CARIBBEAN SUN AIRLINES, INC. d/b/a
WORLD ATLANTIC AIRLINES INC.,
and MIAMI AIR INTERNATIONAL, INC.,

Judgment Debtors.

_____ /

JUDGMENT CREDITOR’S MOTION FOR WRIT OF ASSISTANCE

Pursuant to Fla. R. Civ. P. 1.100(b), Judgment Creditor, Halevi Enterprises LLC (“Judgment Creditor”), moves the Court to order the issuance of a Writ of Assistance to permit the Miami-Dade Police Department, *i.e.*, the Sheriff, to assist in implementing the Order Appointing F. Darrell Richardson as Receiver entered on July 30, 2024 (the “Order Appointing Receiver”) [DIN 46], so that the Receiver can peaceably take full possession and control of the receivership assets and preserve the status quo. The grounds for this motion are as follows.

1. This is a post-judgment proceeding concerning an unpaid \$25 million judgment.
2. The Court entered the Order Appointing Receiver. Any refusal to comply with the Order Appointing Receiver would be in contempt of the Court. *See H.K. Dev., LLC v. Greer*, 32 So. 3d 178, 183 (Fla. 1st DCA 2010) (“Purposeful disobedience of a court order that has not been stayed or appealed is quintessentially contumacious.”).

WHEREFORE, Judgment Creditor respectfully requests that the Court order the issuance of a Writ of Assistance, and grant such further relief that is just and appropriate.

Respectfully submitted,

WEISSMAN & DERVISHI, P.A.

By: /s/ Brian S. Dervishi
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Attorneys for Judgment Creditor,
Halevi Enterprises LLC

CERTIFICATE OF SERVICE

I CERTIFY that on August 1, 2024, the foregoing was served by email via the Florida Courts E-Filing Portal on Ricardo E. Pines, Esq. pleadings@repinespa.com, Aileen M. Carpenter, Esq. Aileen.carpenter@thecarpenterlaw.com, and Alexander Angueira, Esq. alex@angueiralaw.com, and all others registered to receive electronic filings in this case.

 /s/ Brian S. Dervishi
Brian S. Dervishi

**IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL
CIRCUIT IN AND FOR MIAMI-DADE COUNTY, FLORIDA**

CASE NO: 2024-008942-CA-01
SECTION: CA22
JUDGE: Beatrice Butchko Sanchez

Halevi Enterprises LLC

Plaintiff(s)

vs.

Caribbean Sun Airlines Inc et al

Defendant(s)

_____ /

**ORDER DENYING CARIBBEAN SUN AIRLINES, INC. AND MIAMI AIR
INTERNATIONAL INC.'S EMERGENCY MOTION FOR RECONSIDERATION OF THE
APPOINTMENT OF RECEIVER AND DENYING STAY OF ENFORCEMENT OF THE
FOREIGN JUDGMENT PENDING APPEAL**

Docket Index Number: _____

Or

Efiling Number: **203597995** Date Filed: **07/29/2024**

Full Name of Motion: **Caribbean Sun Airlines, Inc. and Miami Air International Inc.'s
Emergency Motion for Reconsideration of the Appointment of Receiver and Denying Stay of
Enforcement of the Foreign Judgment Pending Appeal**

THIS CAUSE came before the Court for consideration on July 30, 2024, via courtMap filing without oral argument on Caribbean Sun Airlines, Inc. and Miami Air International Inc.'s Emergency Motion for Reconsideration of the Appointment of Receiver and Denying Stay of Enforcement of the Foreign Judgment Pending Appeal, and the Court having reviewed the motion, and being otherwise advised in the premises, hereby

ORDERS AND ADJUDGES, as follows:

Caribbean Sun Airlines, Inc. and Miami Air International Inc.'s Emergency Motion for Reconsideration of the Appointment of Receiver and Denying Stay of Enforcement of the Foreign Judgment Pending Appeal is **DENIED**.

DONE and **ORDERED** in Chambers at Miami-Dade County, Florida on this 30th day of July, 2024.


2024-008942-CA-01 07-30-2024 1:53 PM

2024-008942-CA-01 07-30-2024 1:53 PM

Hon. Beatrice Butchko Sanchez

CIRCUIT COURT JUDGE

Electronically Signed

No Further Judicial Action Required on **THIS MOTION**

CLERK TO **RECLOSE** CASE IF POST JUDGMENT

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