

**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.

**APPELLANTS' REPLY TO APPELLEE'S COMPLETE RESPONSE TO
APPELLANTS' EMERGENCY MOTION TO STAY PENDING APPEAL**

In accordance with this Court's Order dated August 7, 2024, Appellants, Caribbean Sun Airlines, Inc. ("Caribbean Sun") d/b/a World Atlantic Airlines, Inc. and Miami Air International, Inc. ("Miami Air") file this reply in response to Appellee's complete response in opposition to the Appellants' Emergency Motion to Stay Pending Appeal.

I. INTRODUCTION

- a. Key issues concerning the content of Appellee's complete response**
Appellee's "complete response" to Appellants' emergency motion to stay and

the stay ordered by this Honorable Court to allow the Delaware Court an appropriate hearing on September 5, 2024, wrongfully and inappropriately analyzes and discusses Appellants' potential arguments subject to the appeal at direct issue, the merits of the lower Florida court's appointment of the receiver, and does not focus on the temporary stay currently the issue at hand in the pending motion which is presently before this Honorable Court and also to be considered by the Delaware Superior Court on September 5, 2024.

Lest it be forgotten in the confusion of Appellee's so-called "complete response," this matter involves an appeal of an order granting the emergency receivership related to a foreign judgment. The only issue being appealed is the order granting the appointment of the receiver as the lower Florida court has yet to render a written decision on any matters related to the foreign judgment and its domestication. As such and fully cognizant of the impact of a receivership on Appellants' business which continues to operate and manage its daily affairs, Appellants filed the instant appeal with this Court. Flowing from this appeal, Appellants filed on August 1, 2024, an emergency motion for stay of any execution of the receivership.

b. Appellee's purposeful and incorrect interpretation of the August 7, 2024 temporary stay order and the Receiver's affirmative acts in direct violation of the August 7, 2024 order.

This Court entered an order on August 7, 2024, granting the emergency stay

(“Stay Order”). The Stay Order expressly provides:

Upon consideration, Appellants' Emergency Motion to Stay Pending Appeal is granted, and the execution of the judgment is hereby stayed, consistent with the Delaware court's order, and until further order of this Court. Appellee may file the full response indicated in its initial response by 3:00 p.m. on Friday, August 9, 2024.

Patently obvious to everyone but the Appellee, the Stay Order thus stayed the receivership order. Yet, Appellee chose to ignore this Court’s directive in the Stay Order or at minimum, did not choose to seek clarification by appropriate motion if Appellee was confused by or doubted in any way the Stay Order. Instead, once again, Appellee proceeded to insist and direct the Receiver to take over Appellants’ business on the same day of this Honorable Court’s issuance of the Stay Order. Appellants were required to employ the most extreme and unusual remedy of calling the Clerk of this Honorable Court to engage in no less than shuttle diplomacy to clearly get the message across to the Appellee and the Receiver that the receivership order was stayed by this Court. Appellants did not walk away unscathed and the Receiver’s actions after entry of this Order has strained Appellants’ relationships with their established contracting parties. Surprisingly, even after the Clerk of this Court advised Appellee to **standdown**, Appellee continued in its effort by contacting the lower court to seek verification of this Court’s Stay Order, as well as their own efforts to add a false meaning to the Stay Order.

Although incredibly disturbing, Appellee is no stranger to flouting a court's authority and supplanting their own willy-nilly interpretation of a court order. In this very same case, Appellee flouted the authority of the Delaware Superior Court that issued the original final judgment and is arguably the most familiar with the issues involved in this case. On July 18, 2024, the Delaware Superior Court who has had this case for over four years, set for hearing on September 5, 2024, Appellants' properly filed motion for stay of execution pending appeal. Just one day later, Appellee rushed to Florida to file their emergency motion for appointment of a receiver in the lower court.

When Appellants' appropriately secured an emergency order from the Delaware Superior Court to stay and maintain the status quo until the Court could properly hear Appellants' motion to stay on September 5, 2024, Appellee again chose to ignore the clear import of the Delaware court's order; chose not to seek a clarification before that court; and proceeded to brazenly apply Appellee's self-justifying interpretation to the Delaware stay order leading to the lower Florida court granting Appellee's writ of assistance and the filing of Appellee's motion for sanctions. The foregoing writ was entered in the lower Florida court the same day the Delaware Superior Court issued the temporary stay order and the same day that the Receiver appeared at Appellants' business. Appellee's motion for sanctions was filed one day after the Delaware stay order was entered.

Now with this Court, Appellee has filed a second “complete” response with a whopping 1,375 page appendix – ostensibly Appellee’s full brief on appeal – to Appellants’ original emergency motion for stay. Appellants’ original emergency motion to stay filed in this Court and Appellants’ initial reply brief were both approximately 11-12 pages in length but Appellee’s new “complete response” to Appellants’ emergency motion to stay is 21 pages in length, not including their engorged appendix, and improperly covers the entirety of the issues of the appeal that normally would have been presented first by Appellants’ initial brief on appeal that has yet to be filed. With this second bite at the apple response to the emergency motion, Appellee presents several unnecessary and even highly questionable claims in hopes this Court is baited into reversing their earlier decision to stay. Unfortunately, Appellants have responded to each issue raised by Appellee in its complete response in an abundance of caution resulting in this similarly lengthy response from Appellants.

c. The Full Faith and Credit Clause requires this Court to employ a temporary stay until at least the Delaware Court’s ruling on September 5, 2024.

Appellants urge this Court to not be dissuaded by Appellee’s long response and instead respect the full faith and credit clause ingrained in the Florida Enforcement of Foreign Judgments Act (“FEFJA”) and allow the Delaware Court to hear the key issues in less than 23 days with the stay in place including but not limited to: (1) Halevi’s forum shopping demonstrated by the swift receivership

appointment in Florida following the Delaware Superior Court's scheduling of Appellants' motion to stay pending appeal set for September 5, 2024, and the different receivership standards in Delaware and Florida; (2) the harm experienced by Appellants resulting from the Florida Court's broad order allowing the Receiver to dismiss Appellants' counsel working on the pending appeal in both Delaware and Florida and the matters in front of the Delaware superior court in addition to dismissing Appellants' key officers; (3) the harm resulting from the Appellee and the Receiver's failure to honor the Delaware's temporary stay order filed on August 1, 2024 resulting in the Receiver's affirmative acts to access the property and the filing of the Appellee's motion for sanctions in the lower Florida court on the same day and shortly after the Delaware stay was issued; (4) Appellants' motion for clarification concerning the Delaware stay Order specifically Delaware case law's interpretation of "status quo"; (5) Appellee garnering greater rights of execution in Florida through the receivership order prior to the Delaware court's scheduled hearing as to Appellants' motion to stay pending appeal inconsistent with full faith and credit clause U.S. Const. Art. IV, § 1, as implemented through 28 U.S.C. § 1738; (6) Appellee's appeal of the receivership appointment in Florida and this Honorable Court's temporary stay Order providing the Delaware Court most knowledgeable of this action to make a proper stay determination; and (7) the Receiver's continuing failure to comply with this Honorable Court's Stay Order by attempting to access

Appellants' property with the blessing of Appellee's counsel after this Court's Stay Order was issued and subsequently and even more tellingly, the Receiver contacting Appellants' contracted independent escrow agent seeking escrow account information in direct violation of this Order and harming the relationship of trust and confidence between Appellants and one of their contracting partners.¹

II. STANDARD – STATUS QUO

The Eleventh Circuit has recognized that "granting a stay that simply maintains the status quo pending appeal 'is appropriate when a serious legal question is presented, when little if any harm will befall other interested persons or the public and when denial of the [stay] would inflict irreparable injury on the movant.'" *LabMD, Inc. v. FTC*, 678 F. App'x 816, 819 (11th Cir. 2016) (quoting *Ruiz v. Estelle*, 650 F.2d 555, 565 (5th Cir. 1981)). Appellee's failed to meet their burden of showing a necessary need to protect the assets post judgment despite flooding the lower Florida court and now this Court as shown by Appellee's filed "complete response" with disputed pending cases, a sanctions order against the owner of Appellants in an unrelated matter with different parties, a Department of Transportation order without prejudice and a FAA demand both addressed to the nonoperational Appellant Miami

¹ A true and correct copy of the e-mail correspondence between the Receiver and Appellants' contracted escrow agent is attached hereto as **Exhibit A**. Note, the Receiver contacted this party on August 8, 2024 after this Court entered the stay order and after the Clerk of this Court expressly directed Appellee and the Receiver to standdown.

Air, and Appellants' CARES Act loan which is not in default and a total sum of approximately \$400,000.00 has been paid towards the loan until the next payment date pursuant to a payment plan. A true and correct copy of Appellants' CFO's e-mails correspondences related to the CARES act loan installment payments and BNY Mellon accrual statement showing next payment due are attached hereto as **Composite Exhibit B**. All of these emergency allegations coddled together by Appellee are addressed, once again, by Appellants more fully below. Appellants are not insolvent as demonstrated at the evidentiary hearing and no showing has been made as to a potential dissipation of assets or the dissipation of assets regarding Appellant Caribbean Sun, the operational entity. Appellant Miami Air has been non-operational since being purchased out of bankruptcy in 2020 by the owner of Appellants.

For further reassurance, Appellants outside accounting firm has confirmed Appellant Caribbean Sun's solvency as demonstrated by the accountant's declaration attached hereto as **Exhibit C**. As reflected by that declaration, Appellants have maintained the status quo even in the face of Appellee's willingness not to abide to the stay orders. To further obfuscate these issues, Appellee has no direct personal knowledge of its craftily created emergency allegations stemming from Florida judicial decisions, pending Florida cases, the DOT and FAA, and the CARES act loan document. Similarly, Appellee cannot point to any direct harm that

would be inflicted upon Appellee if the Court disallowed the appointment of the receiver. However, Appellants can directly point this Court to the tangible grave harm they have experienced as a result of the actions of Appellee and the Receiver in Florida, including but not limited to, reaching out to Appellants' contracted escrow agent, thus interfering with Appellants' relationship. All this as a result of the Receiver's affirmative acts violating not only the Delaware temporary stay but this Court's Stay Order. *See Exhibit A.* Appellants will address the key issues on appeal in its initial brief on appeal including the lower Florida court's failure to exercise caution in judicially noticing the adjudicative facts from irrelevant court pleadings not involving Appellee in addition to the lower Florida court reading such documents ad nauseum into the record at the evidentiary hearing.

III. ARGUMENT

A. Appellants have demonstrated a likelihood of harm absent a stay pending appeal.

i. The Appellee's incorrect interpretation of the meaning of "status quo" has harmed Appellants by virtue of the Receiver's affirmative acts in violation of the Delaware stay order and in direct contradiction to Delaware case law.

The Appellee's interpretation of Delaware's temporary stay order, specifically the meaning of "status quo" is not consistent with recent Delaware decisions contrary to the case law contained in Appellee's "complete response." Appellee incorrectly relies on a plethora of decisions from Texas, West Virginia, Ohio, the

Ninth Circuit Court of Appeals, several inapposite Florida decisions, and ultimately an unpublished 1986 Delaware decision to convince this Court that the Receivership does not interrupt the “status quo” contemplated in the Delaware’s temporary stay order.

The implementation of this Court’s stay order allowing the Delaware Court a fair and uninterrupted opportunity to hold a September 5th hearing on the issues raised in support of the stay pending appeal properly honors the full faith and credit clause ingrained in the FEFJA. Regardless, Appellee has chosen to adopt an incorrect interpretation of this Honorable Court’s Order by authorizing the Receiver to perform affirmative acts after this Order was entered in direct contradiction to Florida case law. Appellants have suffered irreparable injury as a result of Appellee’s incorrect interpretation of the stay Orders. Appellants relationships with several contracting individuals will not survive the Receiver’s actions. *See Exhibit A.*

As recent as 2021, Delaware Courts have interpreted the purpose of such stay orders containing the same language “to preserve the status quo” during the pendency of litigation by preventing parties from taking actions of any kind that will disrupt the status quo. *Dyer v. Servino*, 2021 Del. Ch. LEXIS 236, *2 (Del. Ch. Oct. 6, 2021) citing *R&R Cap. LLC v. Buck & Doe Run Valley Farms, LLC*, 2013 WL 1008593, at *8 n.74 (Del. Ch. Mar. 15, 2013)).

An order staying further litigation is "appropriate whenever the policy of preserving the court's power to decide the case effectively outweighs the risk of imposing an interim restraint before it has done so." *Claimants v. W.R. Grace & Co.*, 2008 U.S. Dist. LEXIS 4982, *6 (Del. D. Ct. Jan. 22, 2008) citing *Ortho Pharm. Corp. v. Amgen, Inc.*, 882 F.2d 806, 813-14 (3d Cir. 1989)). The Delaware Superior Court issued the temporary stay order upon review of Appellants' emergency motion presented to the Delaware Court informing the Court of the receivership appointment in Florida and the harm resulting therefrom if the action was not stayed pending appeal as a result of Appellee's improper forum shopping.

ii. Appellee's efforts to forum shop has a direct causal connection to Delaware's heightened standard for receivership appointment even post-judgment.

Appellee fails to address any of Appellants' forum shopping cases whatsoever. Instead, Appellee focuses on the distinction between Delaware case law and Florida case law as to the different appointment of receivership standards and burdens as previously presented by Appellants to the Delaware Superior Court in consideration of the emergency motion to stay resulting in the issuance of a temporary stay order.

This Court should exercise caution when considering Appellee's case law allegedly cited in support of a "lesser standard" for receivership appointment post judgment in Delaware than the insolvency plus standard or the common law standard. One of the key cases Appellee cites to in support of this lesser standard has

been vacated and reversed, *In re Oxbow Carbon LLC Unitholder Litig.*, No. CV 12447-VCL, 2018 WL 3655257 (Del. Ch. Aug. 1, 2018). The other case, *26 Cap. Acquisition Corp. v. Tiger Resort Asia Ltd.*, 309 A.3d 434 (Del. Ch. 2023), cited in support of a lesser standard post-judgment is not only irrelevant since its holding and ruling does not concern receivership appointments but also primarily relies upon and quotes a Fifth Circuit decision.² Appellee cites, not sure why, to this same quote in its “complete response” to support the lesser receivership standard allegedly adopted in Delaware courts. Appellee also cites treatises to further support its incorrect interpretation of Delaware law regarding the receivership.

Regardless, Appellee cannot even meet the alleged lesser burden and public policy highly disfavors Appellee’s forum shopping. Delaware case law equally disfavors the implementation of any affirmative acts during a temporary stay to “preserve the status quo” prior to a hearing if such relief is disputed. *See generally, Dyer v. Servino*, 2021 Del. Ch. LEXIS 236, *2.

Rationally such affirmative acts include any acts flowing from the Receiver potentially disrupting the status quo in direct contradiction and frustration to the

² Specifically, Appellee’s state in their “complete response” on page 14, “the court stated that a court ordering specific performance can “mitigate the difficulties involved in overseeing compliance with a complex undertaking by appointing a judicial agent, such as a receiver or monitor.” This quote from the *26 Cap Acquisition Corp.* case is originally from *Ruiz v. Estelle*, 679 F.2d 1115, 1161 (5th Cir. 1982) which was *amended and vacated in part on other grounds*.

Delaware temporary stay order. Appellee is clearly attempting to alter the present status quo through the Receiver's actions as a result of the appointment of the Receiver in the lower Florida Court and Appellants are requesting the state of affairs not be altered in such manner. *See generally, Dyer v. Servino*, 2021 Del. Ch. LEXIS 236.

In order for the Delaware Court to properly consider Appellants' motion to stay pending appeal, the pending Delaware Supreme Court appeal, and the implications of Florida's receivership appointment, the Delaware Court should be afforded a fair and uninterrupted opportunity to hold the hearing on September 5, 2024 without any actions performed by the lower Florida court appointed Receiver. *See generally, id.* Delaware Courts have consistently required hearings prior to any alterations of the status quo when the relief is disputed and a temporary stay or injunction have been issued. *See generally, Dyer v. Servino*, 2021 Del. Ch. LEXIS 236; *Ortho Pharm. Corp. v. Amgen, Inc.*, 882 F.2d 806.

The same rationale is adopted in Florida. When a party files an interlocutory appeal, the general rule is that the appeal "confers jurisdiction on the court of appeals and divests the [trial] court of its control over those aspects of the case involved in the appeal." *FTC v. Vylah Tec LLC*, 2017 U.S. Dist. LEXIS 223244, *4 (M. D. Fla. 2017). The interlocutory appeal divests the [trial] court of jurisdiction to consider any part of the case being appealed. *See id.*; *see also Green Leaf*

Nursery v. E.I. DuPont de Nemours and Co., 341 F.3d 1292, 1309 (11th Cir. 2003). Pursuant to the same rationale, a lower Florida court does not have the power to alter the status of the case as it rests before the court of appeals. *Id.* (citations omitted).

It may only move forward with portions of the case not related to the claims on appeal. *Id.* (citation omitted). Here, public policy requires the lower Florida court to similarly not consider or alter or authorize or deny any part of the case being appealed. Specifically, the lower Florida court is divested of any jurisdiction pertaining to the status or execution of the receivership. Therefore, any ruling as to Appellee's motion for sanctions is halted. Truthfully, such motion should be dishonored in light of the Delaware's temporary stay order entered prior to its filing. Similarly, any affirmative acts by the Receiver after the entry of a stay must cease.

If the actions of the Receiver are not stayed and the Receiver continues to contact Appellants' business partners and/or contracted agents, the Appellants will continue to suffer harm to their business and reputation. In addition, there is the potential of severe procedural confusion and contradictory orders if the lower Florida court was allowed to authorize or tailor the Receiver's actions in any manner pending this appeal and the appeal in front of the Delaware Supreme Court.

B. Appellants have demonstrated a likelihood of success on appeal despite Appellee's emergency allegations.

The Delaware final judgment was entered on April 22, 2024. On July 19,

2024, Appellee filed its motion for the emergency appointment of a receiver in Florida as a result of a sudden urgent need to carry the foreign judgment into effect and protect the property from waste and depreciation pending the appeal in the Delaware Supreme Court. Once again, Appellee's attempt to flood this Court with the same speculative, incomplete and irrelevant emergency allegations presented in support of their emergency appointment of a receiver. These same allegations were disputed and clarified by Appellants with the correct information in their papers in conjunction with the testimony and supporting declarations of Appellants' Delaware counsel and Appellants' CFO Iraq Pacheco.

Perplexingly, Appellee offered the almost entirely hearsay testimony of Avi Geller, Halevi's corporate representative in the Delaware action, to support its emergency allegations including a myriad of Florida pending cases against Appellants, orders and opinions from the DOT and FAA's demand as to Appellant Miami Air (the dormant, nonoperational entity), a sanctions order from Florida in an unrelated matter concerning the owner of Appellants, the alleged "defaulted" CARES Act loan, and the articles of dissolution of Miami Air, bogusly filed by some unrelated, third party.

Notably, Avi Geller is not a lawyer; not a native Floridian; not directly involved in any of the matters comprising Appellee's emergency allegations; and not an airline industry expert or professional who can ascertain the effect or impact

of the Department of Transportation order without prejudice in relation to Miami Air, not to mention the FAA's demand to Miami Air. It is no surprise that Avi Geller's testimony elicited numerous objections as to hearsay and speculative testimony. Interestingly, the due diligence allegedly performed by Avi Geller on behalf of Appellee or more pointedly the lack of any meaningful due diligence at the time of the loans execution is an issue squarely before the Delaware Supreme Court on the pending appeal.

Appellants believe that this litany of allegations and hearsay documents are completely irrelevant to the instant motion and were improperly implanted by Appellee in any discussion or argument regarding this motion. Appellants nonetheless are compelled to address these points *in seriatim* lest this Court be left with the impression that those points are conceded. Appellants will endeavor to address those points concisely below.

Appellee's emergency allegations included the following and were disputed by Appellants accordingly:

- Appellee introduced the following case: *Blue Diamond General Investments Corp. v. Caribbean Sun Airlines, Inc. d/b/a World Atlantic Airlines*, Case No. 2024-006573-CA-01, in the Eleventh Judicial Circuit Court of Miami-Dade County (App. 819- 821).

The lower Florida Court improperly and voluntarily, and without reason or

law, read a laundry list of the allegations from the *Blue Diamond* complaint into the record comprising three pages of the evidentiary hearing transcript. (A:1248; Tr. 38: 18-25, 39: 1-25, 40: 1-15). Appellants have shown in their papers and during the evidentiary hearing that the *Blue Diamond* matter and its corresponding order granting an ex parte writ of attachment has never been served on Appellant within the required 120 days or otherwise and no bond has been posted refuting Appellee's emergency allegation as to the potential creditor status of *Blue Diamond*.

Further, the *Blue Diamond* matter involves contracts unsigned by Appellants' owner attached to the complaint which are clearly disputed by Appellants. Therefore, it should be no surprise that a motion to dismiss the complaint and to vacate the order granting the writ was filed by Appellant in that case on August 11, 2024. Even if the writ of garnishment in the amount of \$1,382,260.00 was miraculously effectuated which it has not been, there is no testimony, despite Geller's self-serving speculation, or evidence submitted on behalf of Appellee indicating any substantial loss or insolvency on part of Appellant Caribbean Sun impeding Appellants' ability to pay the final foreign judgment.

- Appellee introduced the following: Complaint filed on October 25, 2023, in *Triangle Services of Florida, Inc. v. Caribbean Sun Airlines, Inc. d/b/a World Atlantic Airlines*, Case No. 2023-025359-CA-01.

Appellants' CFO appropriately testified at the evidentiary hearing that this

case was settled but the Court and Appellee still relied upon this action to justify the emergency appointment of the receiver by mischaracterizing this action as a potential creditor action. In fact, a notice of dismissal reflecting the settlement has been filed in the action with the Florida circuit court.

- Appellee introduced the following: A United States Department of Treasury Report Under Section 4026(b)(1)(C) of the CARES Act on Loans to Air Carriers, Eligible Businesses, and National Security Businesses dated October 1, 2023, reporting that Caribbean Sun failed to make a single payment on its Total Outstanding Loan Amount of \$6,768,749. Footnote 11 to the report states that the loan is in default. (App. 986).

Appellants' submitted the declaration of Iraq Pacheco, CFO of Appellants, in addition to his testimony during the hearing, to clarify that the CARES Act loan amount was not in default pursuant to Appellants' CFO's e-mail correspondences with the intermediary New York Bank handling the loan on behalf of Appellants. *See Exhibit B.* Iraq Pacheco testified and swore in his declaration that approximately \$400,000.00 has been paid toward the loan. The fact that the CARES Act loan is not in default is not only shown by Pacheco's testimony but also e-mail correspondences with the intermediary showing when the next installment payment is due. *See id.* Appellee's false statements as to Appellants' alleged only payment of approximately \$160,000.00 of the loan and that it is in "default" is clearly disputed

and contradicted.

- Appellee introduced the following hearsay regarding Appellant Miami Air: A March 6, 2024 order of the United States Department of Transportation denying Miami Air's application for a certificate of authorization and the Federal Aviation Administration requesting Miami Air to voluntarily surrender its operating certificate.

As established at the evidentiary hearing by virtue of testimony of Appellants' CFO, Miami Air was purchased by Tomas Romero, owner of Appellants, out of bankruptcy on or around May 2020. Pacheco's testimony and declaration support the fact that Appellant Miami Air has been non-operational since filing for bankruptcy and before Romero's purchase of the company in 2020. Further, the DOT order is without prejudice and more directly fails to show any dissipation of assets.

The foregoing is solidified by the approval of the stalking horse contract dated May 28, 2020, and according to paragraph 4, "The FAA may issue a new operating certificate to the Buyer only after the FAA has evaluated the Buyer and determined that it is properly and adequately equipped and able to conduct safe operations in accordance with applicable federal law." (Ap. 244). Again, there is no showing of any dissipation of assets since such certificates were never operational nor does such information speak to Appellant Caribbean Sun's solvency. *See Exhibit B.*

- Appellee introduced a Final Judgment issued by Judge Michael Hanzman on November 18, 2022, imposing sanctions on Appellants' sole owner and CEO, Mr. Romero, in the amount of \$300,000.00. (App. 994-999).

The lower Florida court's erroneous decision to judicially notice the foregoing documents in support of Appellee's allegations and the manner in which the lower Florida court incorrectly weighed the evidence of the adjudicative facts in such decisions supports Appellants' likelihood of success on appeal. Specifically, Judge Butchko stated that she gave weight to the alleged credibility issue concerning the sanctions order against Appellants' owner, Tomas Romero, who did not testify at the evidentiary hearing, in a case with different parties and different issues unrelated to any alleged creditors of Appellants or dissipation of assets in support of the receivership appointment. (A:1369, Tr. 159: 10-16). In Judge Hanzman's ruling, Judge Hanzman states:

Mr. Romero should not be held in direct or indirect criminal contempt of court and potentially punished criminally including incarceration.... and most importantly, Mr. Romero's decision to acknowledge his transgressions; acknowledge his wrongdoing; not resist the Court's finding; and to basically apologize and take responsibility for his behavior so given these circumstances, the Court does not believe it would serve justice or do anything meaningful to benefit of these parties or the system to impose criminal sanctions.

See **Exhibit D**, November 18, 2022, hearing transcript of Judge Hanzman in the *Rodriguez v. Romero*, Case No.: 2020-19539-CA-01. Citing 8:3-5, 10-18.

As explained in *Maradie v. Maradie*, 680 So. 2d 538 (Fla. 1st DCA 1996), in

our justice system, the practice of taking judicial notice of adjudicative facts should be exercised with great caution. Appellants' initial brief will show that the lower Florida court exercised no such caution. Therefore, Appellants have established a strong likelihood of success on the merits.

Appellee has misconstrued the testimony of the Delaware lawyer for Appellants regarding the post-judgment discovery in Appellee's response. Specifically, Appellee focuses on the lack of apparent discovery submitted by the Appellants post-judgment. However, Appellants correctly objected to Halevi's 67 subpoenas issued post-judgment pending to be heard on September 5, 2024. (Tr. 112:1-7)

C. Appellants are entitled to a stay pending appeal without bond since the Delaware superior court will hear the issue regarding bond on September 5, 2024.

The Delaware Superior Court will address Appellants' bond pending appeal at the September 5, 2024 hearing. Regardless, Appellee insists that Appellants must post a bond in Florida prior to such hearing which, again, could lead to Appellants posting two bonds and/or contradictory decisions by the Florida court and Delaware court. As cited in Appellants' initial emergency motion, allowing the Florida court to rule as to the issue of the bond prior to affording the Delaware Court with the most knowledge of this underlying action the opportunity to hear the issue first in time would ultimately grant Appellee greater rights in Florida than Delaware in direct

contradiction to the full faith and credit clause ingrained in the FEFJA. *See Community Builders v. Indian Motorcycle Assocs.*, 658 So. 2d 146, 1995 Fla. App. LEXIS 7490 (Fla. 3d DCA 1995).

The final judgment amount itself is being appealed and the amount of the bond subject to that judgment should be properly determined by the Delaware court who decided the final judgment amount in the first place. Appellants' Delaware appeal focuses on Alan Boyer's lack of apparent authority to sign Halevi's loan documents on behalf of Appellants even though Appellee had reviewed contradictory information showing Alan Boyer's lack of authority and Appellee's willful failure to investigate further. Finally, the interest amount of \$20,958,232.59 pursuant to a principal amount of \$4,075,000.00 is directly at issue on appeal. Public policy favors a stay of the execution on the judgment, as interest rate represented by the judgment vastly exceeds Florida's limits for criminal usury or loan sharking pursuant to section 687.071, Fla. Stat. All this speaks to the fact that proper deference should be given to the Delaware court that issued the final judgment; had the case for over four years; and currently will hear the direct matter on appeal.

For all the foregoing reasons, Appellants respectfully request that this Court not alter its August 7, 2024 order staying this matter or at least continue to stay this action until the Delaware Superior Court has ruled on the issues to be presented at the September 5, 2024 hearing.

Dated: August 13, 2024.

Respectfully submitted,

/s/ Aileen M. Carpenter

Aileen M. Carpenter, Esq. (FBN 1035905)

Alexander Angueira, Esq. (FBN 716091)

CARPENTER LAW

1000 W Avenue #403

Miami Beach, Florida 33139

T: 321.732.9400

Aileen.carpenter@thecarpenterlaw.com

Alex@angueiralaw.com

Attorneys for Appellants

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 13, 2024.

/s/ Aileen M. Carpenter

Aileen M. Carpenter, Esq. (FBN 1035905)

alex@angueiralaw.com

From: Iraq Pacheco <ipacheco@flywaa.com>
Sent: Tuesday, August 13, 2024 8:27 AM
To: alex@angueiralaw.com; Aileen Carpenter
Cc: Tomas Romero
Subject: Fwd: AttN. Michael Glynn -
Attachments: 2024-07-30.Order Appointing Receiver (certified).pdf

Sent from my iPhone

Begin forwarded message:

From: Mike Glynn <michael.glynn@shelbyfinancialcorp.com>
Date: August 12, 2024 at 18:39:44 EDT
To: Iraq Pacheco <ipacheco@flywaa.com>
Subject: FW: AttN. Michael Glynn -

See below.

J. Michael Glynn
Shelby Financial Corporation

From: Doug Kennedy <doug.kennedy@shelbyfinancialcorp.com>
Sent: Thursday, August 8, 2024 11:25 AM
To: Mike Glynn <michael.glynn@shelbyfinancialcorp.com>
Subject: FW: AttN. Michael Glynn -

Mr. Glynn,

This came in addressed to info@shelbyfinancialcorp.com, not sure if it is valid.

From: Darrell Richardson <receiverwaa@gmail.com>
Sent: Thursday, August 8, 2024 11:19 AM
To: Doug Kennedy <doug.kennedy@shelbyfinancialcorp.com>
Subject: AttN. Michael Glynn -

Regarding World Atlantic Airlines -

I have attached the order appointing me as Receiver by the court of Miami/Dade.

Please review the attached document and we can talk next week. I do not want to interfere in any way with their operations. I just want to make sure that they have an escrow account and are escrowing the funds for their charters.

Darrell Richardson

Receiver

843-415-2609

receiverwaa@gmail.com

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

alex@angueiralaw.com

From: Iraq Pacheco <ipacheco@flywaa.com>
Sent: Friday, August 9, 2024 9:50 PM
To: alex@angueiralaw.com
Subject: Fwd: Caribbean Sun Airlines payments to BNY
Attachments: Accrued Income By Contract_Caribbean Airlines.xlsx; image001.png

FYI

Sent from my iPhone

Begin forwarded message:

From: "Cabej, Mirela" <mirela.cabej@bnymellon.com>
Date: August 1, 2024 at 12:18:28 EDT
To: Iraq Pacheco <ipacheco@flywaa.com>
Cc: OFA_Agents@do.treas.gov, OCOAssetMgmt@treasury.gov
Subject: RE: Caribbean Sun Airlines payments to BNY

Please see attached

Mirela Cabej
Director | Client Coverage | Government Debt Solutions | Corporate Trust
Global Women Initiatives Network COO Co-Chair
Phone: 212-815-6008
Email: mirela.cabej@bny.com
240 Greenwich Street, 7th Floor East
New York, NY 10286
www.bnymellon.com

From: Iraq Pacheco <ipacheco@flywaa.com>
Sent: Thursday, August 1, 2024 11:25 AM
To: Cabej, Mirela <mirela.cabej@bnymellon.com>
Cc: OFA_Agents@do.treas.gov; OCOAssetMgmt@treasury.gov
Subject: Re: Caribbean Sun Airlines payments to BNY

Mirela,

Thanks for the quick reply, can you resend it to me so I can make sure it gets paid on time without delays.

Regards,

Iraq Pacheco

On Aug 1, 2024, at 11:17, Cabej, Mirela <mirela.cabej@bnymellon.com> wrote:

Iraq,

The report that I sent you previously shows the current outstanding amount and when the next due payment date is (9/16/2024).

Thank you
Mirela

Mirela Cabej
Director | Client Coverage | Government Debt Solutions | Corporate Trust
Global Women Initiatives Network COO Co-Chair
Phone: 212-815-6008
Email: mirela.cabej@bny.com
240 Greenwich Street, 7th Floor East
New York, NY 10286
www.bnymellon.com

<image001.png>

From: Iraq Pacheco <ipacheco@flywaa.com>
Sent: Thursday, August 1, 2024 10:54 AM
To: Cabej, Mirela <mirela.cabej@bnymellon.com>
Subject: Re: Caribbean Sun Airlines payments to BNY

Mirela,

Is there anything in writing you can get me regarding the payments and next due date so I can present regarding the performance.

Grateful for your help

Thanks,

On Jul 29, 2024, at 08:52, Cabej, Mirela <mirela.cabej@bnymellon.com> wrote:

Iraq,

Please see below:

04/16/2024 - \$150,000

07/12/2024 - \$100,000

7/19/2024 - \$160,000

Thank you

Mirela

Mirela Cabej

Director | Client Coverage | Government Debt Solutions |
Corporate Trust

Global Women Initiatives Network COO Co-Chair

Phone: 212-815-6008

Email: mirela.cabej@bny.com

240 Greenwich Street, 7th Floor East

New York, NY 10286

www.bnymellon.com

<image001.png>

From: Iraq Pacheco <ipacheco@flywaa.com>

Sent: Saturday, July 27, 2024 11:16 AM

To: Cabej, Mirela <mirela.cabej@bnymellon.com>

Cc: Jose Colunga <jose.colunga@flywaa.com>; UST Cares Program
<UST.Cares.Program@bnymellon.com>; Aaron.Ferguson@treasury.gov;
Alexander.Abawi@treasury.gov; Saoussen.Besrou@treasury.gov;
Jeremy.Wade@treasury.gov; Ernesto Olivero
<ernesto.olivero@flywaa.com>

Subject: Caribbean Sun Airlines payments to BNY

Mirela,

Good morning, I need your help. Is there any way you can send me a payment summary sent this year to BNY for the Airline Treasury Cares Act Loan for us to match our records.

My best regards,

Iraq Pacheco

On Jul 26, 2024, at 11:29, Cabej, Mirela
<mirela.cabej@bnymellon.com> wrote:

Jose

Please see attached report as of 7/26.

Exhibit D

Thank you
Mirela

Mirela Cabej
Director | Client Coverage | Government Debt
Solutions | Corporate Trust
Global Women Initiatives Network COO Co-
Chair
Phone: 212-815-6008
Email: mirela.cabej@bny.com
240 Greenwich Street, 7th Floor East
New York, NY 10286
www.bnymellon.com

<image001.png>

Notice: We've simplified our company umbrella brand to BNY. While we're making updates to our channels to reflect this change, you may still see emails from bnymellon.com. For more information on our brand evolution please read about it in our [Newsroom](#).

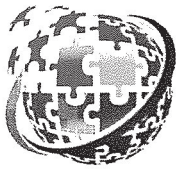
Notice: The information contained in this e-mail, and any attachment, is confidential and is intended solely for the use of the intended recipient. Access, copying, or re-use of the e-mail or any attachment, or any information contained therein, by any other person is not authorized. If you are not the intended recipient, please return the e-mail to the sender and delete it from your computer. Emails may be interfered with and may contain viruses or other defects. We provide no warranties in relation to these matters. For information on how to help protect yourself from fraud, including cyberfraud and other fraudulent activity, please visit our [Information Security and Protection Page](#). Please refer to <https://disclaimer.bnymellon.com/eu.htm> for certain disclosures relating to European legal entities. Please note that we may use tracking pixels to monitor your interaction with reports and data delivered via this email. To learn how BNY Mellon uses personal information, please read our [Data Privacy Notice](#).



Accrued Income by Contract
26-Jul-2024

Contract	Currency	Start Date	End Date	Payment Date	Accrual Method	Notional	Base Rate	Spread
Caribbean Sun Airlines Inc - Term Loan								
241150	USD	7/19/2024	7/26/2024	9/17/2024	Actual/360	8,054,880.49	7.339222%	6.76161%
248830	USD	7/19/2024	7/26/2024	9/17/2024	Actual/360	1,034,522.57	2.000000%	0.000000%
Subtotal: Caribbean Sun Airlines Inc - Term Loan								

All-In-Rate	Days Rate Option Accrued	Accrued Interest	Accrued Fee	Accrued PIK
14.10083%	8 SOFR (3 Months)	25,240.11	0.00	0.00
2.00000%	8 SOFR (3 Months)	459.79	0.00	0.00
		25,699.90	0.00	0.00



August 12, 2024

Re: Caribbean Sun Airlines, Inc., Appellants, v. Halevi Enterprises, LLC, Appellees
Case No.: 3D2024-1366 (Third District Court of Appeal) – DECLARATION

My Firm is engaged by Caribbean Sun Airlines, Inc. (“CSA”), and I am the principal accountant handling this engagement. I have acted in this capacity since year 2022 and am currently still in that capacity today.

I confirm and declare that in my capacity, I have reviewed and am aware of the current financial status of CSA. I understand that there exists a Delaware judgment against CSA for approximately \$25 million. I also am aware that the Delaware judgment is currently on appeal in Delaware and that the judgment is currently stayed, but that CSA must maintain its status quo.

I further declare and confirm that I am not aware of any planned changes at CSA that would adversely affect their income or their ability to pay their debts as they come due. Indeed, CSA is a fully operational and running business. I also declare that I have not witnessed or reviewed any dissipation or sell-off of assets by CSA that would affect its operations or the status quo.

Pursuant to F.S. §92.525, I have read the foregoing, and the facts asserted are true and correct to the best of my knowledge and belief.

FURTHER DECLARANT SAYETH NAUGHT.

Executed on August 12, 2024.

Margarita Morales-Perez, CPA, CRFAC, RFI, PCQI, EMBA
Partner



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

CIRCUIT CIVIL DIVISION

CASE NO.: 2020-019539-CA-01

Amasvido Rodriguez,

Plaintiff,

-vs-

Tomas Romero,

Defendant.

Proceedings had and taken place before the
Honorable Judge Michael Hanzman, one of the Judges of
said Court, at the Miami-Dade County Courthouse, 73 West
Flagler Street, Miami, Florida 33130 on Friday the 18th
day of November, 2022, commencing at the hour of 10:08
a.m., and being a Hearing Continuation and Conclusion of
Sanctions.

1 APPEARANCES:

2 On Behalf of the Plaintiff:

3 QUARANTA P.A.

4 1600 Ponce De Leon Boulevard, Floor 10

5 Coral Gables, Florida 33134

6 (305) 930-6077

7 john.quaranta@quaranta.law

8 BY: JOHN M. QUARANTA, ESQUIRE

9 natasha.biela@quaranta.law

10 BY: NATASHA L. BIELA, ESQUIRE

11
12 MAGUIRE & FRIEND, P.A.

13 5975 Sunset Drive, Suite 502

14 Miami, Florida 33143

15 (305) 443-0820

16 lawpro70@aol.com

17 BY: MICHAEL MAGUIRE, ESQUIRE

18
19 On Behalf of the Defendant:

20 LEGON FODIMAN P.A.

21 3225 Aviation Avenue, Suite 301

22 Miami, Florida 33133

23 (305) 444-9991

24 tlegon@lpflaw.com

25 BY: TODD R. LEGON, ESQUIRE

APPEARANCES (CON'T)

On Behalf of the Defendant:

LEHR LEVI & MENDEZ, P.A.

1401 Brickell Avenue, Suite 910

Miami, Florida 33131

(305) 377-1777

blehr@llmlawfirm.com

BY: BRUCE H. LEHR, ESQUIRE

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

1 (Thereupon, the following proceedings were had:)

2 MR. QUARANTA: Good morning, Your Honor. John
3 Quaranta, and Michael Maguire, and Natasha Biel on
4 behalf of the Plaintiff, Amos Rodriguez.

5 MR. LEGON: Good morning, Your Honor. Todd
6 Legon on behalf of the Defendant, Tomas Romero.

7 MR. LEHR: Good morning, Your Honor. Bruce
8 Lehr --

9 THE COURT: For the continuation/conclusion of
10 the proceedings the Court commenced sua sponte
11 having found probable cause to conclude that Mr.
12 Romero submitted false evidence to the Court and he
13 perjured himself during trial. At our last
14 hearing, Mr. Romero, to his credit, acknowledged
15 his transgressions; advised the Court that the
16 stock certificate that he had put into evidence was
17 not issued to him in 2009; and that he
18 misrepresented to the Court that it was when he
19 testified.

20 Where we left off was to deal with the
21 appropriate remedy for that. Mr. Lehr had made a
22 couple of suggestions last time around which the
23 Court has taken into account and Mr. Quaranta made
24 other suggestions which the Court has also taken
25 into account. Before I decide what the sanctions

1 will be, Mr. Lehr, Mr. Legon is there any further
2 evidentiary testimony that you all have thought
3 about or would like the Court to take under
4 consideration before it makes its decision? Just
5 evidentiary testimony.

6 MR. LEGON: No, Your Honor.

7 MR. LEHR: Not evidentiary.

8 THE COURT: Mr. Quaranta? Mr. Maguire? Any
9 further evidentiary materials that you would like
10 the Court to consider?

11 MR. MAGUIRE: Yes, Your Honor. Last night we
12 filed a criminal record from Mr. Romero. He
13 previously said that he had never had any criminal
14 problems but he actually did.

15 THE COURT: I haven't seen that. Does the
16 other side have a copy of that and what is it we're
17 talking about?

18 MR. LEHR: I received it this morning. I can
19 explain or whatever the Court's pleasure.

20 THE COURT: Well, first of all, just tell me
21 what it is. Let me take a look at it. This is a
22 certified record from a Court?

23 MR. QUARANTA: No, Your Honor. No, it's not
24 certified.

25 THE COURT: What is it?

1 MR. QUARANTA: Your Honor, may I approach?

2 THE COURT: Sure.

3 MR. QUARANTA: Mr. Romero testified -- you
4 asked him specifically have you had any problems
5 with law enforcement and he vehemently said no. We
6 went online, we found the following that Your Honor
7 is looking at.

8 THE COURT: So, a dismissed assault and
9 battery county ordinance violation from 2013.

10 MR. QUARANTA: Along with -- under it says I
11 believe --

12 THE COURT: Obstruction adjudication.
13 Obstruction of justice.

14 MR. QUARANTA: Yeah. And you know obviously,
15 that would --

16 THE COURT: Violation of a county ordinance.

17 MR. QUARANTA: You asked him specifically any
18 problem with law enforcement and he quickly said
19 no. Now, obviously, we wouldn't have entered that
20 into evidence, it's not relevant for anything
21 except he didn't tell the truth again to Your
22 Honor.

23 MR. LEHR: Your Honor, a chance to correct
24 Your Honor, most respectfully, it was 1990 if I'm
25 reading it correctly.

1 THE COURT: Well, the case number is 2013. Oh,
2 date filed 1990. I looked at 13. That's how we do
3 civil cases. You always start with the year so
4 this case was 131190 filed on May 23, 1990, so we
5 are talking about a 32-year-old proceeding.

6 MR. LEHR: Yes, Your Honor, and although once
7 again I find myself torn between objecting to a
8 copy of a copy of a not certified record but
9 instead, I would explain and offer my client to
10 explain this was domestic; his wife didn't go
11 forward; it was dropped, and in his mind, that was
12 not a problem.

13 THE COURT: Okay. All right, so the law, as I
14 understand it, affords the Court a number of
15 remedies because it has authority in situations
16 like this involving bad faith conduct in litigation
17 to impose a vast array of civil remedies including
18 striking pleadings and sanctioning parties by way
19 of attorney's fees or other remedies. Do you agree
20 with that Mr. Legon?

21 MR. LEGON: I do, Your Honor.

22 THE COURT: Mr. Lehr?

23 MR. LEHR: Absolutely.

24 THE COURT: All right. Okay. Given all of
25 the circumstances of this case, the Court has

1 decided not to take further criminal action in this
2 matter by issuing an Order to Show Cause as to why
3 Mr. Romero should not be held in direct or indirect
4 criminal contempt of court and potentially punished
5 criminally including incarceration. Done so for a
6 number of reasons but primarily given Mr. Romero's
7 lack of any meaningful criminal history, I do see
8 this 1990 32-year-old case for obstruction, not
9 sure what the facts were but it was quite a long
10 time ago, and most importantly, Mr. Romero's
11 decision to acknowledge his transgressions;
12 acknowledge his wrongdoing; not resist the Court's
13 finding; and to basically apologize and take
14 responsibility for his behavior so given those
15 circumstances, the Court does not believe it would
16 serve justice or do anything meaningful to benefit
17 of these parties or the system to impose criminal
18 sanctions.

19 Now, the Court also considered striking Mr.
20 Romero's pleadings. I'm deciding I'm not doing
21 that. It's one thing to strike somebody's
22 pleadings before the case is tried and if this
23 matter had been brought to my attention before
24 trial, it's possible the Court may have considered
25 striking Mr. Romero's pleadings and simply entering

1 a judgment against him in this case but we are in a
2 very unique posture here. The unique posture being
3 we tried the entire case. I have already concluded
4 that neither side met its burden of proof in this
5 case and this stock certificate does not in any way
6 alter the Court's conclusion.

7 So to strike Mr. Romero's pleadings at this
8 point in time and simply default him thereby giving
9 Mr. Rodriguez 30 percent of the company that the
10 Court has already found he failed to prove by a
11 preponderance of the evidence that he owns, would
12 potentially provide someone with a grotesque
13 windfall and be inconsistent with the Court's
14 ruling because frankly, the lack of this
15 certificate -- the fact that it was in there and
16 now the lack of it being properly dated does not in
17 any way influence this Court's conclusion that
18 neither of these parties are credible. Neither of
19 these parties proved their case by a preponderance
20 of the evidence and to basically say because of
21 this I'm going to decide the case on the merits
22 contrary to what I've already found would be highly
23 unorthodox.

24 What the Court is going to do, finding that
25 Mr. Romero has engaged in vexatious and inequitable

1 conduct in the conduct of the litigation, I am
2 going to require that he pay Mr. Quaranta and Mr.
3 Maguire's attorney's fees. Now, Mr. Quaranta and
4 Mr. Maguire, under what fee arrangement do you have
5 this representation?

6 MR. QUARANTA: We are on a contingency basis,
7 Your Honor.

8 THE COURT: Okay, have you kept your time in
9 this litigation?

10 MR. QUARANTA: No, Your Honor.

11 THE COURT: Do you have time records?

12 MR. QUARANTA: Not contemporaneous time
13 records.

14 THE COURT: You do not?

15 MR. QUARANTA: No.

16 THE COURT: Mr. Maguire, did you keep
17 contemporaneous time records?

18 MR. MAGUIRE: No, Your Honor.

19 THE COURT: Okay. Then there's a couple of
20 ways we can do this. I can either order what I
21 consider to be a reasonable flat amount for Mr.
22 Romero to pay and we can end this today or we can
23 go down the road of taking discovery for fees which
24 may be higher or lower than I would otherwise award
25 as a sanction today and we can go down that road.

1 What do you suggest? Mr. Lehr? Mr. Legon?

2 MR. QUARANTA: Could we have one moment,
3 please?

4 THE COURT: Sure. You guys want to go outside
5 and take a break and talk to your client?

6 MR. LEGON: I don't think it's necessary.

7 THE COURT: Okay.

8 MR. QUARANTA: Judge, we are comfortable with
9 you making a decision.

10 THE COURT: Mr. Quaranta, Mr. Maguire, as
11 officers of the Court we had a two-day, non-jury
12 trial, you had some discovery. I'm sure you could
13 give me a good faith estimate of how much time you
14 believe you have devoted to this matter. As
15 officers of the court do you want to take a little
16 break and think about it and see if you can give
17 me --

18 MR. QUARANTA: Yes, Your Honor but are you
19 talking from the beginning of the case or?

20 THE COURT: I'm talking from the beginning of
21 the case. I'm talking about your attorneys' fees
22 in this case. A reasonable attorneys' fee for your
23 prosecution of this case.

24 MR. QUARANTA: We will take up your offer for
25 five minutes.

1 THE COURT: Okay, we will take about a 10-minute
2 recess. I will come back at 10:30 and you tell me
3 as an officer of the court how much time you
4 gentlemen believe you reasonably expended in
5 connection with this representation and what your
6 reasonable hourly rates are. We will be in recess
7 for 10 minutes.

8 (Off the record.)

9 (On the record.)

10 THE COURT: Mr. Maguire?

11 MR. MAGUIRE: Yes, Your Honor. Keeping in
12 mind that we are doing this rapidly and kind of
13 reconstructing. Our contract calls for \$600 an
14 hour. If we get awarded attorneys fees from
15 Natasha who was a newly admitted attorney, her
16 contract calls for \$275 an hour. John Quaranta has
17 300 hours in this and I have 200 hours to duplicate
18 his hours and then Natasha has 300 hours. So
19 that's \$180,000 for John, \$120,000 for Maguire, and
20 \$82,500 for Natasha for a total of \$382,500 plus
21 our costs we were estimating at \$12,000. That's a
22 total of \$394,500.

23 THE COURT: All right, that was a bit more
24 than I was considering awarding as a sanction.
25 Mr. Legon you wish to be heard on this?

1 MR. LEGON: I never like to come between
2 attorneys and their fees but with that said, Judge,
3 given the amount for a two-day bench trial, that
4 seems like a huge amount of money.

5 THE COURT: So, Mr. Quaranta.

6 MR. QUARANTA: Sorry, Your Honor, if one thing
7 that might be illustrative is asking Mr. Legon what
8 his fee and Mr. Link's fee was so we can get some
9 idea as to proportionality between the two and any
10 other lawyers -- the other two law firms that
11 represented Mr. Romero in this case.

12 THE COURT: Well, that's kind of probative
13 it's relative but I'm really not in the mood to
14 prolong this by going down the road of having a fee
15 hearing and discovery and all the rest of it.
16 There is one other thing I do want to talk about
17 which is -- is there not another case in my
18 division involving Mr. Romero and Mr. Rodriguez?

19 MR. LEGON: Yes, there is Judge.

20 THE COURT: And is that going away, Mr. Legon?
21 It's the Raimbault (phonetic) case.

22 THE COURT: Yes.

23 MR. LEGON: I'm not sure I'm fully versed on
24 the status of that case because I haven't been
25 involved in it. The limited knowledge I have about

1 it is that I think you already entered some
2 orders in there and there's just the question of
3 enforcing those orders.

4 MR. MAGUIRE: I think Mr. Resonance
5 (phonetic), the attorney, I think he has withdrawn.
6 He's moved to withdraw and that's set for hearing
7 in January.

8 THE COURT: All right. I am going to require
9 as a sanction unless Mr. Romero wants a full-blown
10 fee hearing, I am going to require that he pay the
11 flat amount of \$300,000 as a sanction in the form
12 of attorneys' fees for bad faith vexatious
13 litigation conduct during the trial. In the
14 alternative, if Mr. Romero wants to go down the
15 road of a fee hearing, the amount could be lower,
16 it could be higher. What would you like to do Mr.
17 Legon? Mr. Lehr?

18 MR. LEGON: Judge, we accept your decision.

19 THE COURT: That amount will be paid to Mr.
20 Quaranta's trust account within 10 days.

21 MR. LEGON: Can we have 30 days, Your Honor,
22 my client doesn't have that capital available. He
23 said he can get it in 30 days.

24 THE COURT: Thirty days. Okay. The order
25 will provide that it will be payable in 30 days. I

1 will be entering my final judgment as well as this
2 order today and as far as the Court is concerned,
3 this particular case has come to its conclusion.

4 We are in recess.

5 MR. LEGON: Thank you, Your Honor.

6 (Thereupon, the hearing was concluded at 10:45
7 a.m.)

8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

1 CERTIFICATE OF REPORTER

2 STATE OF FLORIDA

3 COUNTY OF MIAMI-DADE

4

5 I, Sara Abusamra, Court Reporter, certify
6 that I was authorized to and did report the hearing of
7 Amasvido vs. Tomas Romero; and that the transcript is a
8 true and correct record of my notes.

9 I further certify that I am not a
10 relative, employee, attorney, or counsel of any of the
11 parties, nor am I a relative or employee of any of the
12 parties' attorneys or counsel connected with the action,
13 nor am I financially interested in the action.

14 Dated this 9th day of December 2022.

15

16

17



18

Sara Abusamra, Court Reporter

19

20

21

22

23

24

25

<p style="text-align: center;">A</p> <p>a.m 1:17 15:7 Absolutely 7:23 Abusamra 16:5,18 accept 14:18 account 4:23,25 14:20 acknowledge 8:11,12 acknowledged 4:14 action 8:1 16:12,13 adjudication 6:12 admitted 12:15 advised 4:15 affords 7:14 ago 8:10 agree 7:19 alter 9:6 alternative 14:14 Amasvido 1:5 16:7 Amos 4:4 amount 10:21 13:3,4 14:11,15,19 apologize 8:13 APPEARANCES 2:1 3:1 approach 6:1 appropriate 4:21 arrangement 10:4 array 7:17 asked 6:4,17 asking 13:7 assault 6:8 attention 8:23 attorney 12:15 14:5 16:10 attorney's 7:19 10:3 attorneys 11:21,22 12:14 13:2 14:12 16:12 authority 7:15 authorized 16:6 available 14:22 Avenue 2:21 3:4 Aviation 2:21 award 10:24 awarded 12:14 awarding 12:24</p> <hr/> <p style="text-align: center;">B</p> <p>back 12:2 bad 7:16 14:12 basically 8:13 9:20</p>	<p>basis 10:6 battery 6:9 beginning 11:19,20 behalf 2:2,19 3:2 4:4 4:6 behavior 8:14 believe 6:11 8:15 11:14 12:4 bench 13:3 benefit 8:16 Biel 4:3 BIELA 2:10 bit 12:23 blehr@llmlawfirm... 3:7 Boulevard 2:4 break 11:5,16 Brickell 3:4 brought 8:23 Bruce 3:8 4:7 burden 9:4</p> <hr/> <p style="text-align: center;">C</p> <p>calls 12:13,16 capital 14:22 case 1:3 7:1,4,25 8:8 8:22 9:1,3,5,19,21 11:19,21,22,23 13:11,17,21,24 15:3 cases 7:3 cause 4:11 8:2 certificate 4:16 9:5 9:15 16:1 certified 5:22,24 7:8 certify 16:5,9 chance 6:23 CIRCUIT 1:1,1,2 circumstances 7:25 8:15 civil 1:2 7:3,17 client 7:9 11:5 14:22 come 12:2 13:1 15:3 comfortable 11:8 commenced 4:10 commencing 1:16 company 9:9 CON'T 3:1 concerned 15:2 conclude 4:11 concluded 9:3 15:6 conclusion 1:17 9:6 9:17 15:3</p>	<p>conduct 7:16 10:1,1 14:13 connected 16:12 connection 12:5 consider 5:10 10:21 consideration 5:4 considered 8:19,24 considering 12:24 contemporaneous 10:12,17 contempt 8:4 contingency 10:6 Continuation 1:17 continuation/concl... 4:9 contract 12:13,16 contrary 9:22 copy 5:16 7:8,8 Coral 2:5 correct 6:23 16:8 correctly 6:25 costs 12:21 counsel 16:10,12 county 1:1,14 6:9,16 16:3 couple 4:22 10:19 court 1:1,14 4:9,10 4:12,15,18,23,24 5:3,8,10,15,20,22 5:25 6:2,8,12,16 7:1 7:13,14,22,24,25 8:4,15,19,24 9:10 9:24 10:8,11,14,16 10:19 11:4,7,10,11 11:15,20 12:1,3,10 12:23 13:5,12,20,22 14:8,19,24 15:2 16:5,18 Court's 5:19 8:12 9:6 9:13,17 Courthouse 1:14 credible 9:18 credit 4:14 criminal 5:12,13 8:1 8:4,7,17 criminally 8:5</p> <hr/> <p style="text-align: center;">D</p> <p>date 7:2 dated 9:16 16:14 day 1:16 16:14 days 14:20,21,23,24</p>	<p>14:25 De 2:4 deal 4:20 December 16:14 decide 4:25 9:21 decided 8:1 deciding 8:20 decision 5:4 8:11 11:9 14:18 default 9:8 Defendant 1:9 2:19 3:2 4:6 devoted 11:14 didn't 6:21 7:10 direct 8:3 discovery 10:23 11:12 13:15 dismissed 6:8 division 1:2 13:18 doesn't 14:22 doing 8:20 12:12 domestic 7:10 don't 11:6 Drive 2:13 dropped 7:11 duplicate 12:17</p> <hr/> <p style="text-align: center;">E</p> <p>either 10:20 ELEVENTH 1:1 employee 16:10,11 enforcement 6:5,18 enforcing 14:3 engaged 9:25 entered 6:19 14:1 entering 8:25 15:1 entire 9:3 ESQUIRE 2:8,10,17 2:25 3:8 estimate 11:13 estimating 12:21 evidence 4:12,16 6:20 9:11,20 evidentiary 5:2,5,7,9 expended 12:4 explain 5:19 7:9,10</p> <hr/> <p style="text-align: center;">F</p> <p>fact 9:15 facts 8:9 failed 9:10 faith 7:16 11:13 14:12</p>	<p>false 4:12 far 15:2 fee 10:4 11:22 13:8,8 13:14 14:10,15 fees 7:19 10:3,23 11:21 12:14 13:2 14:12 filed 5:12 7:2,4 final 15:1 financially 16:13 find 7:7 finding 8:13 9:24 firms 13:10 first 5:20 five 11:25 Flagler 1:15 flat 10:21 14:11 Floor 2:4 Florida 1:1,15 2:5,14 2:22 3:5 16:2 FODIMAN 2:20 following 4:1 6:6 form 14:11 forward 7:11 found 4:11 6:6 9:10 9:22 frankly 9:14 Friday 1:15 FRIEND 2:12 full-blown 14:9 fully 13:23 further 5:1,9 8:1 16:9</p> <hr/> <p style="text-align: center;">G</p> <p>Gables 2:5 gentlemen 12:4 give 11:13,16 given 7:24 8:6,14 13:3 giving 9:8 go 7:10 10:23,25 11:4 14:14 going 9:21,24 10:2 13:14,20 14:8,10 good 4:2,5,7 11:13 grotesque 9:12 guys 11:4</p> <hr/> <p style="text-align: center;">H</p> <p>H 3:8 Hanzman 1:13 haven't 5:15 13:24 He's 14:6</p>
--	---	--	---	--

heard 12:25
hearing 1:17 4:14
 13:15 14:6,10,15
 15:6 16:6
held 8:3
higher 10:24 14:16
highly 9:22
history 8:7
Honor 4:2,5,7 5:6,11
 5:23 6:1,6,22,23,24
 7:6,21 10:7,10,18
 11:18 12:11 13:6
 14:21 15:5
Honorable 1:13
hour 1:16 12:14,16
hourly 12:6
hours 12:17,17,18,18
huge 13:4

I

I'm 6:24 8:20,20 9:21
 11:12,20,21 13:13
 13:23,23
I've 9:22
idea 13:9
illustrative 13:7
importantly 8:10
impose 7:17 8:17
incarceration 8:5
including 7:17 8:5
inconsistent 9:13
indirect 8:3
inequitable 9:25
influence 9:17
interested 16:13
involved 13:25
involving 7:16 13:18
issued 4:17
issuing 8:2
it's 5:23 6:20 8:21,24
 11:6 13:13,21

J

January 14:7
John 2:8 4:2 12:16,19
john.quaranta@qu...
 2:7
Judge 1:13 11:8 13:2
 13:19 14:18
Judges 1:13
judgment 9:1 15:1
JUDICIAL 1:1
justice 6:13 8:16

K

keep 10:16
Keeping 12:11
kept 10:8
kind 12:12 13:12
know 6:14
knowledge 13:25

L

L 2:10
lack 8:7 9:14,16
law 6:5,18 7:13 13:10
lawpro70@aol.com
 2:16
lawyers 13:10
left 4:20
Legon 2:20,25 4:5,6
 5:1,6 7:20,21 11:1,6
 12:25 13:1,7,19,20
 13:23 14:17,18,21
 15:5
Lehr 3:3,8 4:7,8,21
 5:1,7,18 6:23 7:6,22
 7:23 11:1 14:17

Leon 2:4
LEVI 3:3
limited 13:25
Link's 13:8
litigation 7:16 10:1,9
 14:13
little 11:15
long 8:9
look 5:21
looked 7:2
looking 6:7
lower 10:24 14:15

M

M 2:8
Maguire 2:12,17 4:3
 5:8,11 10:4,16,18
 11:10 12:10,11,19
 14:4
Maguire's 10:3
making 11:9
materials 5:9
matter 8:2,23 11:14
meaningful 8:7,16
MENDEZ 3:3
merits 9:21
met 9:4
Miami 1:15 2:14,22

3:5
Miami-Dade 1:1,14
 16:3
Michael 1:13 2:17 4:3
mind 7:11 12:12
minutes 11:25 12:7
misrepresented 4:18
moment 11:2
money 13:4
mood 13:13
morning 4:2,5,7 5:18
moved 14:6

N

Natasha 2:10 4:3
 12:15,18,20
natasha.biela@qua...
 2:9
necessary 11:6
neither 9:4,18,18
never 5:13 13:1
newly 12:15
night 5:11
non-jury 11:11
notes 16:8
November 1:16
number 7:1,14 8:6

O

objecting 7:7
obstruction 6:12,13
 8:8
obviously 6:14,19
offer 7:9 11:24
officer 12:3
officers 11:11,15
Oh 7:1
Okay 7:13,24 10:8,19
 11:7 12:1 14:24
once 7:6
online 6:6
order 8:2 10:20 14:24
 15:2
orders 14:2,3
ordinance 6:9,16
outside 11:4
owns 9:11

P

P.A 2:3,12,20 3:3
paid 14:19
particular 15:3
parties 7:18 8:17

9:18,19 16:11
parties' 16:12
pay 10:2,22 14:10
payable 14:25
percent 9:9
perjured 4:13
phonetic 13:21 14:5
place 1:12
Plaintiff 1:6 2:2 4:4
pleadings 7:18 8:20
 8:22,25 9:7
please 11:3
pleasure 5:19
plus 12:20
point 9:8
Ponce 2:4
possible 8:24
posture 9:2,2
potentially 8:4 9:12
preponderance 9:11
 9:19
previously 5:13
primarily 8:6
probable 4:11
probative 13:12
problem 6:18 7:12
problems 5:14 6:4
proceeding 7:5
proceedings 1:12 4:1
 4:10
prolong 13:14
proof 9:4
properly 9:16
proportionality 13:9
prosecution 11:23
prove 9:10
proved 9:19
provide 9:12 14:25
punished 8:4
put 4:16

Q

Quaranta 2:3,8 4:2,3
 4:23 5:8,23 6:1,3,10
 6:14,17 10:2,3,6,10
 10:12,15 11:2,8,10
 11:18,24 12:16 13:5
 13:6
Quaranta's 14:20
question 14:2
quickly 6:18
quite 8:9

R

R 2:25
Raimbault 13:21
rapidly 12:12
rates 12:6
reading 6:25
really 13:13
reasonable 10:21
 11:22 12:6
reasonably 12:4
reasons 8:6
received 5:18
recess 12:2,6 15:4
reconstructing 12:13
record 5:12,22 7:8
 12:8,9 16:8
records 10:11,13,17
relative 13:13 16:10
 16:11
relevant 6:20
remedies 7:15,17,19
remedy 4:21
report 16:6
Reporter 16:1,5,18
representation 10:5
 12:5
represented 13:11
require 10:2 14:8,10
resist 8:12
Resonance 14:4
respectfully 6:24
responsibility 8:14
rest 13:15
right 7:13,24 12:23
 14:8
road 10:23,25 13:14
 14:15
Rodriguez 1:5 4:4 9:9
 13:18
Romero 1:8 4:6,12,14
 5:12 6:3 8:3 9:25
 10:22 13:11,18 14:9
 14:14 16:7
Romero's 8:6,10,20
 8:25 9:7
ruling 9:14

S

sanction 10:25 12:24
 14:9,11
sanctioning 7:18
sanctions 1:18 4:25

8:18 Sara 16:5,18 says 6:10 see 8:7 11:16 seen 5:15 serve 8:16 set 14:6 Show 8:2 side 5:16 9:4 simply 8:25 9:8 situations 7:15 somebody's 8:21 Sorry 13:6 specifically 6:4,17 sponte 4:10 start 7:3 STATE 16:2 status 13:24 stock 4:16 9:5 Street 1:15 strike 8:21 9:7 striking 7:18 8:19,25 sua 4:10 submitted 4:12 suggest 11:1 suggestions 4:22,24 Suite 2:13,21 3:4 Sunset 2:13 sure 6:2 8:9 11:4,12 13:23 system 8:17	12:3 tlegon@lpflaw.com 2:24 today 10:22,25 15:2 Todd 2:25 4:5 Tomas 1:8 4:6 16:7 torn 7:7 total 12:20,22 transcript 16:7 transgressions 4:15 8:11 trial 4:13 8:24 11:12 13:3 14:13 tried 8:22 9:3 true 16:8 trust 14:20 truth 6:21 two 13:9,10 two-day 11:11 13:3	Yeah 6:14 year 7:3	<hr/> 5 <hr/> 502 2:13 5975 2:13
<hr/> T <hr/> take 5:3,21 8:1,13 11:5,15,24 12:1 taken 1:12 4:23,24 talk 11:5 13:16 talking 5:17 7:5 11:19,20,21 tell 5:20 6:21 12:2 testified 4:19 6:3 testimony 5:2,5 Thank 15:5 that's 7:2 12:19,21 13:12 14:6 there's 10:19 14:2 thing 8:21 13:6,16 think 11:6,16 14:1,4,5 Thirty 14:24 thought 5:2 time 4:22 8:10 9:8 10:8,11,12,17 11:13	<hr/> U <hr/> understand 7:14 unique 9:2,2 unorthodox 9:23	<hr/> Z <hr/> <hr/> 0 <hr/> <hr/> 1 <hr/> 10 2:4 12:7 14:20 10-minute 12:1 10:08 1:16 10:30 12:2 10:45 15:6 12,000 12:21 120,000 12:19 13 7:2 131190 7:4 1401 3:4 1600 2:4 180,000 12:19 18th 1:15 1990 6:24 7:2,4 8:8	<hr/> 6 <hr/> 600 12:13
	<hr/> V <hr/> vast 7:17 vehemently 6:5 versed 13:23 vexatious 9:25 14:12 violation 6:9,16 vs 16:7 vs- 1:7	<hr/> 2 <hr/> 200 12:17 2009 4:17 2013 6:9 7:1 2020-019539-CA-01 1:3 2022 1:16 16:14 23 7:4 275 12:16	<hr/> 7 <hr/> 73 1:14
	<hr/> W <hr/> want 11:4,15 13:16 wants 14:9,14 way 7:18 9:5,17 ways 10:20 we're 5:16 went 6:6 West 1:14 wife 7:10 windfall 9:13 wish 12:25 withdraw 14:6 withdrawn 14:5 wouldn't 6:19 wrongdoing 8:12	<hr/> 3 <hr/> 30 9:9 14:21,23,25 300 12:17,18 300,000 14:11 301 2:21 305 2:6,15,23 3:6 32-year-old 7:5 8:8 3225 2:21 33130 1:15 33131 3:5 33133 2:22 33134 2:5 33143 2:14 377-1777 3:6 382,500 12:20 394,500 12:22	<hr/> 8 <hr/> 82,500 12:20
	<hr/> X <hr/> <hr/> Y <hr/>	<hr/> 4 <hr/> 443-0820 2:15 444-9991 2:23	<hr/> 9 <hr/> 910 3:4 930-6077 2:6 9th 16:14