

**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.

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**APPELLEE’S RESPONSE IN OPPOSITION TO APPELLANTS’  
VERIFIED EMERGENCY MOTION FOR ORDER TO SHOW CAUSE**

Appellee, Halevi Enterprises, LLC (“Halevi Enterprises”), responds in opposition to Appellants’ Verified Emergency Motion for Order to Show Cause Why the Receiver Should Not Be Held in Contempt for Violating This Court’s September 12, 2024 Order (“Verified Emergency Motion”), and states the Motion should be denied on both jurisdictional and substantive grounds as follows.

**The relevant background of the proceedings.**

Appellants, Caribbean Sun Airlines, Inc. d/b/a World Atlantic Airlines, Inc. (“CSA”) and Miami Air International, Inc. (“MAI”), seek

review under Fla. R. App. P. 9.130(a)(3)(D) of an Order Appointing F. Darrell Richardson as Receiver (“Receivership Order”) over two charter airlines, pursuant to Halevi Enterprises’ enforcement in Florida of its Delaware judgment against Appellants in the amount of \$25,033,232.59.

Halevi Enterprises based its application for a receiver on an urgent need to protect Appellants’ property from waste and depreciation and to carry the judgment into effect. Halevi Enterprises offered evidence of CSA’s default on its \$8,556,935 loan from the U.S. Treasury Department; the Federal Aviation Administration’s request that MAI surrender its operating certificate; the Department of Transportation’s Order Dismissing MAI’s application to engage in interstate and foreign charter air transportation based in part on its finding of a pattern of mismanagement and an absence of “compliance disposition and managerial competence”, and several actions by creditors including an *ex parte* order granting a motion for attachment of CSA’s airplanes.

The lower court, in entering the Receivership Order on appeal, also took judicial notice of a finding in the lower court in a different action concerning ownership of CSA that Tomas Romero, the person

who verified Appellants' Emergency Motion, offered "untruthful" testimony, and "altered, manipulated and/or incomplete" evidence in that proceeding. The court in that action dismissed the complaint and counterclaim because it was "unable to credibly, and with any degree of confidence, adjudicate who owns/controls" CSA and imposed a \$300,000 sanction against Mr. Romero regarding his testimony.

Since entry of the Receivership Order, Appellants have vigorously pursued proceedings in the lower court, this Court and in the Superior Court of Delaware contesting the order and seeking to vacate and or stay it, without a supersedeas bond or a nominal supersedeas bond, pending the determination of their appeal of the final judgment to the Supreme Court of Delaware.

On July 30, 2024, the Superior Court of Delaware entered an order granting a stay "to preserve the status quo until a hearing on the merits can take place" on September 5, 2024. This Court entered an order imposing a stay on the lower court proceedings on August 7, 2024, and another order confirming the stay on August 15, 2024, stating "[i]f the Delaware court lifts the stay that it imposed until the

September 5, 2024, hearing that court has scheduled, this Court will entertain further motions.”

The Superior Court of Delaware entered an Order on September 9, 2024, granting Halevi Enterprises’ Emergency Motion for Limited Modification of Stay to Allow Receiver to Maintain Status Quo, lifting the stay as to the appointment of a receiver for the purpose of maintaining the status quo “except that the receiver shall not carry the judgment into effect pending further order of this court.”

The Delaware Court lifted the stay as to the Receiver’s “full exercise of all of his powers” pursuant to the Receivership Order stating:

Further, this Court’s stay of execution is lifted as to receiver[’s] full exercise of all his powers pursuant to the July 30, 2024 Order Appointing F. Darrell Richardson as Receiver of the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County Florida to maintain the status quo and protect judgment debtors property except that the receiver shall not carry the judgment into effect pending further order of this court.

On the same day, Halevi Enterprises filed a motion in this Court requesting that the August 15, 2024, stay pending appeal be lifted as to the Receiver’s activities consistent with the order from the Delaware court.

On September 12, 2024, this Court granted the motion and lifted the stay “consistent with the limitations announced by the Delaware court in its order and on the transcript of the relevant hearing, including the Delaware Court's stated purpose of maintaining the status quo.”

**The lower court is the proper forum for this motion.**

Accordingly, the present jurisdictional posture of this case is that the stay has been lifted subject to limitations on execution and the lower court may proceed with the case below subject to the limitations imposed by Fla. R. App. P. 9.310(f).

Rule 9.310(f) states:

In the absence of a stay, during the pendency of a review of a nonfinal order, the lower tribunal may proceed with all matters, including trial or final hearing, except that the lower tribunal may not render a final order disposing of the cause pending such review absent leave of the court.

The Committee Notes to the 1977 amendment to that Rule explain:

Subdivision (f) makes clear that unless a stay is granted under rule 9.310, the lower tribunal is only divested of jurisdiction to enter a final order disposing of the case. This follows the historical rule that trial courts are divested of jurisdiction only to the extent that their actions are under review by an appellate court. Thus, the lower tribunal has jurisdiction to proceed with matters not before the court. This rule is intended to resolve the

confusion spawned by *De la Portilla v. De la Portilla*, 304 So. 2d 116 (Fla. 1974), and its progeny.

With the lifting of the stay, the lower court's jurisdiction is also circumscribed to preserve this Court's jurisdiction in its review of the Receivership Order. See e.g., *Heritage Prop. & Cas. Ins. Co. v. Williams*, 338 So. 3d 1119, 1121–22 (Fla. 1st DCA 2022) (concluding trial court is without “jurisdiction to clarify or modify a non-final order” pending on appeal). That jurisdiction limitation should not be construed to limit the lower court from issuing further orders and instructions to the Receiver or to enforcement of the Receivership Order.

Appellants' statement that the Verified Emergency Motion alleging violation of the September 12, 2004, is properly before this Court because it issued the order misunderstands the admittedly involved issue of the jurisdiction of the lower court and this Court and the impact of the conditions imposed on the lifting of the stay.

Of course, the lower court, and the parties, are bound by the conditions imposed by this Court on the lifting of the stay regarding maintaining the status quo and the prohibition on execution on the Delaware judgment. This Court has described in *AON Trade Credit*,

*Inc. v. Quintec, S.A.*, 981 So. 2d 475, 479 (Fla. 3d DCA 2008), the trial court's obligation to comply with the higher court's instructions:

As to the matters raised in the cross-appeal, we find them to be without merit. Our remand was clearly limited to a determination of coverage under section 626.901. Quintec's argument that it could proceed anew with its previously appeal negligence claim is simply wrong. See *Peterson v. Peterson*, 882 So.2d 528, 530 (Fla. 4th DCA 2004) (citing *Akins v. Akins*, 839 So.2d 910 (Fla. 5th DCA 2003), for the proposition that a trial court may not deviate from the terms of an appellate court's instructions); *Hill v. Palm Beach Polo, Inc.*, 805 So.2d 1014, 1016 (Fla. 4th DCA 2001) ("On remand the trial court lacks the power to deviate from the terms of an appellate court's instructions.").

The lower court is the appropriate and only forum to exercise jurisdiction on the Verified Emergency Motion pursuant to Rules 9.130 and 9.310 of the Florida Rules of Appellate Procedure to consider evidence from the parties and the court-appointed Receiver on what are meritless and disputed accusations and make findings of fact on Appellants' allegations regarding the alleged violations by the Receiver of the limitations of both the Delaware Superior Court and this Court.

The Receiver is an appointed fiduciary of the trial court and acts as an agent for the court. *Lehman v. Trust Co. Of America*, 57 Fla. 473, 49 So. 502, (Fla. 1909). A receiver is treated as the

representative or agent of the court and subject to its orders. *McKinnon-Young Co. v. Stockton*, 55 Fla. 708, 46 So. 87 (Fla. 1908). “[T]he court making the appointment [of a receiver] may, at its discretion, during the pendency of the action make such further orders as are necessary and proper for the protection of the property and interests concerned.” *Puma Enterprises Corp. v. Vitale*, 566 So. 2d 1343, 1345 (Fla. 3d DCA 1990) (quoting *Abramson v. Brant*, 141 So.2d 777, 778 (Fla. 3d DCA), cert. denied, 146 So.2d 752 (Fla. 1962).

The trial court possesses debtors’ property through the Receiver as its appointed agent. Allegations that the Receiver has stepped outside of his court-appointed authority must be resolved by the appointing court.

Ultimately, the lower court’s findings of fact are subject to review by this Court under either a competent substantial evidence or clearly erroneous standard of review. Review of the lower court’s findings on disputed facts and the application of the correct rule of law are the proper functions of this Court. It is not the function of this Court to hear evidence on disputed factual issues and make factual determinations.

**The accusations about the Receiver are meritless.**

Mr. Richardson, the receiver appointed by the lower court, submits to this Court the attached Declaration regarding Appellants' accusations that will be addressed in the trial court. Mr. Richardson rebuts in detail each accusation contained in the Verified Emergency Motion that was filed, as he notes, when he "was only actively in place as the receiver for three business days."

Mr. Richardson's Declaration demonstrates the accusation about "securing additional debt instruments" is false. Appellants' complaint about a request to reschedule a deposition is exaggerated, if not frivolous, and also false. The other accusations about Mr. Richardson's efforts to preserve CSA and its ability to continue to do business and his communications with the U.S. Department of Transportation, where Mr. Richardson is respected with a record of accomplishment in managing troubled airlines, are also outright fabrications.

Mr. Richardson's Declaration establishes that Mr. Romero, the declarant who verified the Verified Emergency Motion, lacked personal knowledge of virtually all of the facts that he declared as

true. The lower court is in the best position to evaluate Mr. Romero's credibility taking into account his complete lack of personal knowledge, in addition to the prior judicial finding of his lack of credibility and the verification's failure to comply with Florida law.<sup>1</sup>

### **Conclusion**

Appellants' Verified Emergency Motion should be denied without prejudice to their raising these issues in the lower court.

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<sup>1</sup> The verification of the Emergency Verified Motion states: "I understand that I am swearing or affirming under oath to the truthfulness of the factual statements made in this verified motion." The motion is not notarized. Section 92.525(2) states: "A written declaration means the following statement: "Under penalties of perjury, I declare that I have read the foregoing [document] and that the facts stated in it are true," followed by the signature of the person making the declaration, except when a verification on information or belief is permitted by law, in which case the words "to the best of my knowledge and belief" may be added. The written declaration shall be printed or typed at the end of or immediately below the document being verified and above the signature of the person making the declaration."

Respectfully submitted,

WEISSMAN & DERVISHI, P.A.

By:     /s/ Brian S. Dervishi    

Brian S. Dervishi

Peter A. Tappert

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Attorneys for Appellee/Judgment  
Creditor, Halevi Enterprises LLC

**CERTIFICATE OF SERVICE**

I CERTIFY that on October 7, 2024, the foregoing was served by e-mail via the Florida Courts E-Filing Portal on the persons listed below and all others registered to receive service of court documents in this case.

/s/ Brian S. Dervishi  
Brian S. Dervishi

Aileen M. Carpenter, Esq.  
Alexander Angueira, Esq.  
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IN THE THIRD DISTRICT COURT OF APPEAL  
STATE OF FLORIDA

Case No.: 3D2024-1366  
L.T. Case No.: 2024-008942-CA-01

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

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v.

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Appellee.

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**DECLARATION OF F. DARRELL RICHARDSON<sup>1</sup>**

I, F. Darrell Richardson, being of legal age, hereby declare and state as follows:

1. I have over 50 years of experience in the airline industry. Over the span of my career, I have served as the Chief Executive Officer of several U.S. carriers. Among other positions, I was the founding Chief Executive Officer of Silver Airways where I led the carrier from bankruptcy emergence to Air Transport World's "top

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<sup>1</sup> Defined terms used herein but not otherwise defined shall be ascribed their meaning under the *Order Appointing F. Darrell Richardson as Receiver* dated July 30, 2024.

regional airline in the world” within two years. A copy of my resume is attached hereto as Exhibit A.

2. On July 30, 2024, I was appointed as the receiver over the Appellants pursuant to the *Order Appointing F. Darrell Richardson as Receiver* (the “Receivership Order”) entered by the Eleventh Judicial Circuit in and for Miami-Dade County, Florida (the “Circuit Court”) in the matter *Halevi Enterprises, LLC vs. Caribbean Sun Airlines, Inc. d/b/a World Atlantic Airlines Inc., and Miami Air International, Inc.*, Case No. 2024-008942-CA-01. A copy of the Receivership Order is attached hereto as Exhibit B.

3. Promptly after entry of the Receivership Order, I attempted on three occasions to take possession and exclusive control of the Receivership Assets and otherwise commence the discharge of my imposed duties pursuant to the Receivership Order.

4. On August 1, 2024, I entered the premises of the Appellants and attempted for several hours to commence the duties imposed under the Receivership Order. During that time, I received substantial push-back and interference from the Appellants’ then Chief Financial Officer, Mr. Iraq Pacheco. The Appellants’ then Chief Executive Officer, Mr. Tomas Romero asked me to leave the premises.

5. On August 2, 2024, I returned to the premises of the Appellants with my team. The Appellants allowed us in and initially Mr. Romero indicated he would comply with the Receivership Order, yet Mr. Romero refused to answer questions or produce documents and instructed me to discuss with the Appellants' lawyers.

6. Also on August 2, 2024, the Clerk of the Circuit Court issued a *Writ of Assistance* directing the Sheriff of Miami-Dade County, Florida to assist me implement the Receivership Order so that "... the Receiver peaceably takes full possession and control of the receivership assets and preserves the status quo." A copy of the Writ of Assistance is attached hereto as Exhibit C.

7. On August 7, 2024 (the first date the Sheriff's Office was available to assist), I, along with my approved consultants, Sage-Popovich, Inc., and my legal counsel, appeared at the premises of the Appellants. On that same day, the Third District Court of Appeal entered an order which temporarily stayed the Receivership Order (the "Stay Order"). A copy of the Stay Order is attached hereto as Exhibit D.

8. On Thursday, September 12, 2024, the Third District Court of Appeal lifted the Stay Order, thereby empowering me to

commence my duties under the Receivership Order. A copy of the September 12, 2024 order is attached hereto as Exhibit E.

9. On Monday, September 16, 2024, I was first granted proper access to the Appellants' premises for purposes of commencing my duties under the Receivership Order consistent with the Delaware court's stated purpose of maintaining the status quo.

10. I was only actively in place as the receiver for three business days at the time that Appellants filed their *Emergency Motion (Verified) for Order to Show Cause Why the Receiver Should Not be Held in Contempt for Violating this Court's September 12, 2024 Order* (the "Motion"). Therein, Appellants made multiple allegations regarding my conduct, which I hereby respond to as follows.

11. **Appellants' allegation:**

On September 16, 2024, the Receiver entered the Appellants' premises and informed the Judgment Debtors' FAA required 119 employees and Appellants' counsel that the Receiver secured a \$5 million line of credit from Appellee Halevi Enterprises LLC as Receiver for use by Appellants. *See*, Motion at p.4.

As previously noted, Appellee has now loaned an additional \$5 million to the Appellants. *See*, Motion at p.8.

**My response:**

False. Appellee has not loaned any additional funds to the Appellants since my appointment. To alleviate

concerns of employees who believed a bankruptcy was imminent, I advised that a creditor of the Appellants agreed to make available up to \$5 Million of additional financing if necessary. The Receivership Order permits borrowing funds as needed. Mr. Romero was not present at the referenced meeting.

12. **Appellants' allegation:**

The Receiver expressly denied Appellants' Florida counsel in the *Boyer* Case from deposing Joel Plasco (a Defaulted-Defendant in the Delaware case) a deposition that was previously scheduled for September 18, 2024. *See*, Motion at p.5.

**My response:**

False. Because the referenced litigation was not between the Appellants and the Appellee, my counsel asked the Appellants to reschedule the deposition so that I may learn more about the underlying matter. After conferring with counsel for the Appellants, my counsel confirmed in an e-mail sent on September 17, 2024, that counsel for Mr. Romero would proceed with the deposition on Mr. Romero's behalf.

13. **Appellants' allegation:**

On September 17, 2024, the Receiver advised the U.S. Department of Transportation that it had dismissed the Judgment Debtors' CEO (Tomas Romero) and CFO (Iraq Pacheco). Additionally, the letter advises that the Receiver has engaged Sage-Popvich, a renowned aircraft repossession company whose agents have been on the premises since September 18, 2024. *See*, Motion at p.6.

**My response:**

Partially True. In a letter dated September 17, 2024, I advised the U.S. Department of Transportation (the "DOT") that Messrs. Romero and Pacheco were relieved of their duties pursuant to the Receivership

Order and I engaged Sage-Popovich, Inc. as authorized by the Receivership Order. At their request, I met with representatives of the DOT by videoconference on September 18, 2024. I never provided Mr. Romero with any version of the letter I sent to the DOT and neither Mr. Romero nor any representative of the Appellants participated in the videoconference meeting with the DOT.

14. **Appellants' allegation:**

The Receiver acknowledged Appellants' solvency in a letter addressed to the U.S. Department of Transportation indicating that there was no negative working capital. See, Motion at p.4.

**My response:**

False. The letter from the DOT required a response by September 17, 2024, only one day after I arrived at the premises. I was concerned that if a response was not timely delivered, the DOT could have cancelled the financial fitness approval for Appellant Caribbean Sun Airlines, Inc. d/b/a World Atlantic Airlines, Inc. If the DOT effectively pulled the economic authority certificate, all airline operations would cease.

Based on my experience working with the DOT, I believed my appointment as receiver coupled with a timely response would give the air carrier fitness division of the DOT confidence to grant additional time to provide audited financial statements and otherwise complete responses to the 14 categories of inquiry which were the subject of the DOT's investigation (including questions concerning a \$300,000 monetary sanction imposed against Mr. Romero individually by Eleventh Judicial Circuit Court Judge Michael Hanzman in an unrelated matter). I included financial disclosures prepared

solely by or on behalf of the Appellants which were personally delivered to me by Mr. Romero.

My submission was accompanied by a letter to the DOT which included my express disclaimer regarding any personal knowledge of the accuracy of the financial disclosures and a reservation of rights to later revise. I did not, nor could have, acknowledged the solvency of the Appellants or the status of working capital.

While I never provided Mr. Romero with any version of the letter I delivered to the DOT, he did review and approve the draft attached responses to the categories, and he specifically requested that I advise the DOT that he paid the monetary sanction (for which I have no personal knowledge).

15. **Appellants' allegation:**

The Receiver has advised Appellants' employees of its plan to approach Miami Dade government to cancel the current lease it has with this affiliate entity. See, Motion at p.6.

**My response:**

False. The lease for the premises used by the Appellants is a month-to-month tenancy purportedly between an affiliate of the Appellants and Miami-Dade County, Florida. As part of my duties, I am in the process of reviewing and investigating all leases, contracts and the flow of funds related thereto. Mr. Romero was not present for any discussions with the Appellants' employees concerning the leasehold occupied by the Appellants.

16. **Appellants' allegation:**

The Receiver has advised the Head of Human Resources to advise Appellants' sole owner to clear

out his personal items in his office. *See*, Motion at p.7.

**My response:**

Partially True. On September 17, 2024, Mr. Romero advised me that he was leaving the premises and was going to return to the premises when the Appellants prevailed before the Superior Court of Delaware at a hearing scheduled for November 2024 concerning the dispute between the Appellants and the Appellee.

On the morning of September 19, 2024, I advised Mr. Romero's daughter, Emily Romero, who serves as the Appellants' Human Resources Director that I would like to utilize the executive office suite for two key employees and myself. I explained that I wanted to use these offices to bring the management team together and for meetings with customers. During that call, I asked Ms. Romero to arrange to have her father's personal belongings boxed and safely stored.

Mr. Romero did not participate in this conversation. Soon after, I reconsidered my request, and Ms. Romero was advised to leave her father's office intact. I never occupied the office. Prior to the filing of the Motion, Mr. Romero returned to the premises and continued to occupy the office in question.

17. **Appellants' allegation:**

The Receiver has advised Appellants' FAA required employees that he planned to grow the airline to the next level in growth and size. Appellants are currently licensed for 7 airplanes. *See*, Motion at p.7.

**My response:**


Partially True. First, as a threshold matter, Appellants are licensed for 8 airplanes, not 7, and Appellants are only operating 5 airplanes. Two airplanes are in

storage needing very expensive parts such as engines and heavy C Check Inspections.

Second, at a general assembly of the employees concerned over their future employment, I was addressing concerns over the status of the business operations and the moving forward plan. To restore confidence, I advised the employees that I saw great potential for growth. Under the Receivership Order, I am required to operate the airline "...in a manner to ensure the continued business operations and revenue generation of the assets." Mr. Romero was not in attendance at this meeting.

**VERIFICATION PURSUANT TO  
FLORIDA STATUTE SECTION 92.525**

Under penalties of perjury, I declare that I have read the foregoing Declaration of F. Darrell Richardson and that the facts stated in it are true.

Signed by:  
  
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\_\_\_\_\_  
F. Darrell Richardson

10/7/2024

\_\_\_\_\_  
Date



# F. Darrell Richardson

Executive Professional

Mr. Richardson has an extensive background in management and restructuring companies that spans over five decades. He has served on the Board of Directors of numerous companies and non-profit organizations.

## CONTACT



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13234 Broxton Bridge Rd  
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## SKILLS

### PROFESSIONAL

- ▶ Marketing Strategy
- ▶ Business Finance
- ▶ Operational Performance
- ▶ Ecommerce Development
- ▶ Teaching & Coaching

## EDUCATION

1982-1984  
**MBA International  
 Business and Finance**  
 University of Miami

1977-1981  
**BSc Electronics  
 Engineering (BSEE)**  
 CIEE

## BOARD OF DIRECTORS EXPERIENCE

- 2015-2018: **Aerodynamics, Inc.**
- 2002-2004: **Pace Airlines**
- 2000-2002: **Piedmont Hawthorne**
- 2001-2002: **Associated Air Center**

## PROFESSIONAL EXPERIENCE

2015  
2018 **AERODYNAMICS, INC.**  
Atlanta, GA

### PRESIDENT & CEO - MEMBER BOARD OF DIRECTORS

- Led a financial restructure in 2016, resulting in a charter course for the airline that was approved by the DOT & FAA.
- Obtained FAA Part 121 Domestic Scheduled Authority, allowing the airline to complete transition from a "Supplemental" to "Scheduled" airline.
- Increased charter flights to several customers including several sports teams, VIP charters, and NASCAR.
- Established new corporate headquarters and flight command center.

2011  
2013 **SILVER AIRWAYS**  
Fort Lauderdale, FL

### CHIEF EXECUTIVE OFFICER - MEMBER BOARD OF DIRECTORS

- Served as Chief Restructuring Officer during bankruptcy of Gulfstream International Airlines for Victory Park Capital until purchase completed on 6 May 2011.
- Rebranded company as Silver Airways.
- Operated under United Airlines code share with hubs in Washington Dulles, Cleveland, Florida and the Bahamas and under Delta Airlines interline agreement in Atlanta, GA.
- Increased fleet size from twenty-one Beech 1900Ds to twenty-five Saab 340BPlus and eight Beech 1900Ds.
- Increased passenger numbers by 150% year over year.
- Added scheduled flights to twenty-five new airports in the US and

## SOCIAL

 **LinkedIn**  
/darrell-richardson

## CERTIFICATIONS

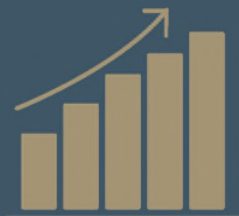
1981  
**A&P (Airframe & Power Plant) License**  
Federal Aviation Administration (FAA)

1970  
**Radio Telephone License**  
Federal Communication Commission (FCC)

## AWARDS

2013  
**Regional Airline of the Year – Silver Airways**  
Air Transport World Magazine

1997  
**Regional Airline of the Year – Mesaba Airlines**  
Air Transport World Magazine



## PROFESSIONAL EXPERIENCE (CONT.)

2010  
2011 **INTERISLAND AVIATION SERVICES GROUP**  
Providenciales, Turkes and Caicos

### CHIEF EXECUTIVE OFFICER

- Oversaw Chief Operating Officers of the following entities:
  - **Air Turks & Caicos Airlines** – The national flag carrier.
  - **Provo Air Center** – FBO that provides fuel for the airlines and corporate customers operating into the islands.
  - **Flight Support LTD** – Ground handler services to all the major airlines serving the islands.
  - **Caribbean Air Maintenance Services** – Maintenance repair station that provides maintenance to the airlines serving the islands.
  - **Agency Services** – Operates as UPS for the islands.

2005  
2010 **SELF-EMPLOYED**  
International

### CONSULTANT

- Provided international consultant services specializing in aviation and marketing technology.
- Provided services to tour operators, travel agencies, hedge funds and corporate investors.

2000  
2005 **PACE AIRLINES, INC.**  
Winston-Salem, NC

### PRESIDENT & CEO - MEMBER BOARD OF DIRECTORS

- Increased revenue from \$6M to over \$65M in four years.
- Increased annual passenger numbers from 16,000 to over 750,000.
- Increased charter flights from 500 to over 10,000 per year.
- Average Dispatch Reliability of 99.6%.
- Increased the fleet from four B737s to seventeen B737s and four B757s.
- Obtained FAA 180-minute ETOPS authority.
- Established in-house FAA approved pilot & flight attendant training programs for the B737 & B757 aircraft.
- Developed heavy maintenance capabilities for the B737 & B757 up through major structure checks.
- Purchased and implemented new financial & dispatch systems.
- Obtained international authority for North Atlantic, Artic Ocean, Pacific Ocean, Near East, Caribbean, Mexico, South America and Europe / Mediterranean Sea including Russia.
- Signed contracts with 20 professional sports teams, 40 university sports teams, Vacation Express to provide and operate six B737s, and Hooters Air to provide and operate five B737s and one B757.

## PHILANTHROP

Mr. Richardson established and financed the building of “Gracie’s Academy” in Kehancha, Kenya. The school provides an education each year to over 200 students in the small African village.



## REFERENCES

Available upon request

## PROFESSIONAL EXPERIENCE (CONT.)

2000  
2002

### PIEDMONT HAWTHORNE AVIATION

Winston-Salem, NC

#### EXECUTIVE VICE PRESIDENT - CHIEF OPERATING OFFICER

- Implemented aggressive purchasing program resulting in the ownership and operation of thirty-six total FBOs.
- Oversaw the daily operations of 11 MRO facilities.
- Increased sales of Beech Aircraft, resulting in largest global private sales of Beech Aircraft.
- Optimized FAR 135 charter programs with over 50 aircraft.
- Led purchase of Associated Air Center in Dallas, a Boeing BBJ Interior Completion Center.

1995  
2000

### MESABA AIRLINES (NW AIRLINK)

Minneapolis, MN

#### CHIEF OPERATING OFFICER

- Operated as Northwest Airlink with hubs in Minneapolis, Memphis and Detroit.
- Increased fleet size from fifty-three to one hundred and ten aircraft.
- Added seventy-four Saab 340s to the fleet.
- Added thirty-six RJ85s to the fleet.
- Increased market cap from \$90M to over \$600M.
- Increased stock price from \$5 per share to \$32 per share.
- Regional Airline of the Year Award in 1997.

1993  
1995

### PHOENIX AIRLINES SERVICES

Atlanta, GA

#### SENIOR VICE PRESIDENT

- Managed operations of three different airlines Express I in Memphis, Express II in Minneapolis and Chicago Express in Chicago. Express I & II operated for Northwest Airlines and Chicago Express was an independent airline. All three were scheduled Part 121 airlines.
- Led company through several major FAA NASIP inspections.
- Completed merger of Express I and II resulting in increased efficiency and safety oversight.
- Fleet operated was the Express 1 and 2 Saab 340 and J31 aircraft

1987  
1993

### CONTINENTAL AIRLINES (EXPRESS)

Houston, TX

#### SR DIRECTOR TECHNICAL OPERATIONS

- Completed Britt Airlines, Bar Harbor and Rock Mountain merger into one airline forming Continental Express.
- Active in aircraft renewal program adding two new types of aircraft.
- Fleet operated was EMB 120, ATR 42, DHC 6, DHC 7, Beech 1900 and Beech 99 aircraft.
- Standardized all technical operations into one common culture.

## PROFESSIONAL EXPERIENCE (CONT.)

1984 **PIEDMONT AIRLINES**  
1987 Salisbury, MD

### VICE PRSIDENT TECHNICAL OPERATIONS

- Completed fleet renewal program adding Dash 8 aircraft.
- Served as MRB member for Dash 8 program.
- Served as MRB Chairman for Dash 7 program.
- Lead company through FAA Part 121 certification.

1981 **AIR FLORIDA**  
1984 Miami, FL

### DIRECTOR ENGINEERING

- Established new engineering department consisting of Avionics, Systems, Structures and Power Plant.
- Completed aircraft renewal program placing two new fleet types into service.
- Fleet operated was the B737, B727, DC9 and DC10 aircraft.

1968 **PIEDMONT AIRLINES**  
1981 Winston-Salem, NC

### VARIOUS POSITIONS IN TECHNICAL OPERATIONS

- Lead fleet standardization program for avionics for B737 fleet.
- Member of fleet renewal team that lead the B737 program to the largest fleet in the world.
- Developed avionics engineering program to support technical operations.
- Fleet operated was the B727, B737, YS11A, FH 227 and M404.



**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 49507 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  
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:**

Aileen Carpenter, aileen.carpenter@thecarpenterlaw.com

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Ricardo E Pines, ricardo@repinespa.com

**Physically Served:**

**EXHIBIT**  
**C**

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.

\_\_\_\_\_ /

**WRIT OF ASSISTANCE**

THE STATE OF FLORIDA:

To Each Sheriff of Miami-Dade County, Florida:

YOU ARE COMMANDED 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. The assets are located at:

**5000 NW 36<sup>th</sup> Street, Suite 307, Miami, Florida 33166**

Dated on           **AUG - 2 2024**          .

JUAN FERNANDEZ-BARQUIN, ESQ.  
Clerk of the Court and Comptroller

By:           **CALEBRA SUTTON**           (Court Seal)  
as Deputy Clerk

Filed by: Brian S. Dervishi and Peter A. Tappert, Weissman & Dervishi, P.A., One SE Third Avenue, Suite 1700, Miami, Florida 33131, 305-347-4070 (Office), 305-495-8575 (Cell), Email: [bdervishi@wdpalaw.com](mailto:bdervishi@wdpalaw.com) and [ptappert@wdpalaw.com](mailto:ptappert@wdpalaw.com)

**EXHIBIT  
D**

IN THE DISTRICT COURT OF  
APPEAL  
OF FLORIDA  
THIRD DISTRICT

August 15, 2024

Caribbean Sun Airlines, Inc., etc.,  
et al.,

**3D2024-1366**

Appellant(s),

Trial Court Case No. 24-8942-CA-  
01

v.

Halevi Enterprises, LLC,

Appellee(s).

Appellee's Response, filed on August 9, 2024, and Appellants' Reply, filed on August 13, 2024, are noted.

The proceedings before the trial court below, including the authority for the receiver to take any further action as authorized by the trial court's receivership order, are stayed pending further order of this Court. If the Delaware court lifts the stay that it imposed until the September 5, 2024, hearing that court has scheduled, this Court will entertain further motions regarding the present stay.

EMAS, FERNANDEZ and LINDSEY, JJ., concur.

A True Copy  
ATTEST

*Mercedes M. Prieto*  
3D2024-1366 8/15/24  
Mercedes M. Prieto, Clerk  
District Court of Appeal  
Third District



CC: Alexander Angueira  
Hon. Beatrice Butchko  
Aileen Michelle Carpenter  
Miami-Dade Clerk  
Brian Spes Dervishi

TS



IN THE DISTRICT COURT OF  
APPEAL  
OF FLORIDA  
THIRD DISTRICT

September 12, 2024

Caribbean Sun Airlines, Inc., etc.,  
et al.,

**3D2024-1366**

Appellant(s),

Trial Court Case No. 24-8942-CA-  
01

v.

Halevi Enterprises, LLC,

Appellee(s).

Upon consideration of the Motion and Response, the stay previously imposed by this Court is lifted, consistent with the limitations announced by the Delaware court in its order and on the transcript of the relevant hearing, including the Delaware court's stated purpose of maintaining the status quo.

LOGUE, C.J., and FERNANDEZ and LINDSEY, JJ., concur.

A True Copy  
ATTEST

~~3D2024-1366~~ 9/12/24  
Mercedes M. Prieto, Clerk  
District Court of Appeal  
Third District



CC: Alexander Angueira  
Hon. Beatrice Butchko  
Aileen Michelle Carpenter  
Miami-Dade Clerk  
Brian Spes Dervishi

TS