

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

Case No. 2022-000844-CA-01 (CBL 44)

DORON JOCKEY CLUB, LLC  
f/k/a APEIRON MIAMI, LLC,

Defendant/Appellant,

v.

THE JOCKEY CLUB CONDOMINIUM  
APARTMENTS, INC., a Florida  
not-for-profit corporation,

Plaintiff/Appellee.

\_\_\_\_\_ /

**NOTICE OF APPEAL**

NOTICE IS GIVEN that Doron Jockey Club, LLC, f/k/a Apeiron Miami, LLC, Defendant/Appellant, appeals to the Third District Court of Appeal this Court's Final Judgment, rendered on April 28, 2024, and all preceding orders. The nature of the Final Judgment is a final order.

/s/ Pierce Schultz

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*Attorneys for Doron Jockey Club, LLC*

STATE OF FLORIDA, COUNTY OF MIAMI-DADE  
I HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF THE  
ORIGINAL ON FILE IN THIS OFFICE 5-23 AD 20 24  
JUAN FERNANDEZ-BARQUIN, Clerk of the Court and Comptroller, Miami-Dade County



Deputy Clerk

*[Handwritten Signature]*  
e208836

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the foregoing was served on all counsel of record by electronic mail using the Court's ePortal system on May 22, 2024.

/s/ Pierce Schultz  
Pierce Schultz, Esq.

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

CASE NO: 2022-000844-CA-01

SECTION: CA44

JUDGE: Lisa Walsh

**The Jockey Club Condominium Apartments, Inc.**

Plaintiff(s)

vs.

**Doron Jockey Club, LLC**

Defendant(s)

\_\_\_\_\_ /

**FINAL JUDGMENT**

THIS ACTION came before the Court on the 24th, 25th, and 28th day of July, 2023 for a bench trial. Having presided over the trial; having considered all the testimony, exhibits, and relevant legal authority; having been fully advised by the parties; having entered Findings of Fact and Conclusions of Law on Non-Jury Trial on All Claims on November 19, 2023 (D.E. 322); and having entered an Order on Cross-Motions for Reconsideration, Clarification, and Rehearing (D.E. 338) (and the parties having agreed to the form of judgment detailed below); the Court hereby enters final judgment as follows:

1. Judgment is entered in favor of Doron Jockey Club, LLC (“DJC”) and against The Jockey Club Condominium Apartments, Inc. (“Jockey I”) on Counts I and II of Jockey I’s Second Amended Complaint, and Counts 1, 2, 3, 6, 8, 14, 15, and 16 of DJC’s Counterclaim.
2. Judgment is entered in Jockey I’s favor and against DJC as to Counts 4, 9, 10, 11, and 12 of DJC’s Counterclaim.
3. The Court awards \$347,392.40 to DJC and against Jockey I, for which sum let execution issue forthwith. The total amount set forth in this paragraph shall bear interest from the below date at the prevailing statutory rate. The total amount is comprised of:

- a. \$280,089.93 for Count 1 of DJC's Counterclaim.
  - b. \$32,126.97 in prejudgment interest for Count 1 of DJC's Counterclaim.
  - c. \$1.00 for Count 2 of DJC's Counterclaim.
  - d. \$1.00 for Count 3 of DJC's Counterclaim.
  - e. \$2,850.00 for Count 6 of DJC's Counterclaim.
  - f. \$393.17 in prejudgment interest for Count 6 of DJC's Counterclaim.
  - g. \$1,500.00 for Count 8 of DJC's Counterclaim.
  - h. \$26,149.47 for Count 14 of DJC's Counterclaim.
  - a. \$3,470.86 in prejudgment interest for Count 14 of DJC's Counterclaim.
  - j. \$810.00 for Count 15 of DJC's Counterclaim.
4. The Court enters an injunction requiring Jockey I to complete any unpermitted pool work as alleged in Count 16 of DJC's Counterclaim and to reimburse DJC for any fines levied by the County (to date fines have not been levied). On showing proof of a closed permit, the Court will lift any injunction. The Court reserves jurisdiction to require reimbursement or payment of any fines levied. The Court also reserves jurisdiction to terminate, vacate, or amend any injunctive relief.
5. Jockey I takes nothing by its claims, and DJC shall go hence without day as to Jockey I's claims.
6. DJC is the prevailing party as it prevailed on the significant issues related to the Settlement Agreement and is entitled to its attorney's fees and costs pursuant to Sections 19 and 36 of the Settlement Agreement. The Court reserves jurisdiction to award DJC attorney's fees and costs.

7. DJC's address is Doron Jockey Club, LLC c/o Doron Arad, 11119-11121 Biscayne Blvd., Miami, FL 33181. The Jockey Club Condominium Apartments, Inc.'s address is 11111 Biscayne Blvd., Miami, FL 33181.
8. It is further ordered that The Jockey Club Condominium Apartments, Inc., shall complete under oath Florida Rule of Civil Procedure Form 1.977(b) (Fact Information Sheet), including all required attachments, and serve it upon DJC's attorneys within 45 days of the date of this Final Judgment, unless the judgment is satisfied or post-judgment discovery is stayed.
9. Jurisdiction of this case is retained to enter further orders that are proper to compel The Jockey Club Condominium Apartments, Inc., to complete Form 1.977.

**DONE** and **ORDERED** in Chambers at Miami-Dade County, Florida on this 28th day of April, 2024.

2022-000844-CA-01 04-28-2024 2:43 PM

2022-000844-CA-01 04-28-2024 2:43 PM  
Hon. Lisa Walsh

**CIRCUIT COURT JUDGE**  
Electronically Signed

Final Order as to All Parties SRS #: 3 (Non-Jury Trial)

THE COURT DISMISSES THIS CASE AGAINST ANY PARTY NOT LISTED IN THIS FINAL ORDER OR PREVIOUS ORDER(S). THIS CASE IS CLOSED AS TO ALL PARTIES.

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