

**IN THE DISTRICT COURT OF APPEAL  
FIRST DISTRICT, STATE OF FLORIDA**

VIKING COMPANIES, LLC, a Florida  
limited liability corporation,  
SHD-CELEBRATION POINTE, LLC, and  
SVEIN DYRKOLBOTN, an individual,

**CASE No.: 1D2024-0045**  
L.T. No.: 2022-CA-003014

Petitioners,

v.

ICBERG CAPITAL PARTNERS, III, LLC,  
a Georgia limited liability company, and  
ICEBERG REAL ESTATE INVESTMENTS,  
LLC, a Georgia limited liability company,

Respondents.

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**SUPPLEMENTAL APPENDIX TO RESPONSE TO  
PETITIONERS' PETITION FOR WRIT OF CERTIORARI**

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Respectfully submitted,

**MILLENNIAL LAW**

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By: /s/ Zachary P. Hyman

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**CERTIFICATE OF SERVICE**

I **HEREBY CERTIFY** that on this **30th** day of May, 2024, the foregoing was filed using the Florida Court eFiling Portal, which will send notice of electronic filing in accordance with Fla. R. Jud. Admin 2.516 to: Edward F. Holodak, Esq., Edward F. Holodak, P.A., *Attorney for Petitioners*, 3326 NE 33<sup>rd</sup> Street, Fort Lauderdale, Florida 33308, [pleadings@holodakpa.com](mailto:pleadings@holodakpa.com).

By: s/ Zachary P. Hyman  
Zachary P. Hyman

IN THE CIRCUIT COURT OF  
THE EIGHTH JUDICIAL CIRCUIT  
IN AND FOR ALACHUA COUNTY, FLORIDA

ICEBERG CAPITAL PARTNERS, III, LLC,  
a Georgia limited liability company, and  
ICEBERG REAL ESTATE  
INVESTMENTS, LLC, a Georgia Limited  
Liability Company,

CASE NO.: 01 2022 CA 003014

Plaintiffs,

v.

VIKING COMPANIES, LLC, a Florida  
limited liability corporation, SHD-  
CELEBRATION, POINTE, LLC, and  
SVEIN DYRKOLBOTN, an individual,

Defendants.

and

VIKING STUDENT HOUSING, LLC, a  
Florida limited liability corporation, and  
THE SHOPS AT CELEBRATION POINTE,  
LLC, a Florida limited liability corporation

Nominal Defendants.

---

**RESPONSE IN OPPOSITION TO MOTION TO DISMISS AMENDED VERIFIED  
COMPLAINT**

Plaintiffs, ICEBERG CAPITAL PARTNERS, III, LLC (“*Iceberg III*”) and ICEBERG REAL ESTATE INVESTMENTS, LLC (“*Iceberg Real Estate*”) (collectively, “*Plaintiffs*”), by and through undersigned counsel, hereby files this Response in Opposition to the Motion to Dismiss of, SHD-CELEBRATION POINTE, LLC (“*SHD*”), VIKING COMPANIES, LLC (“*Viking Companies*”) (collectively, SHD and Viking Companies are the “*Management*”

*Company Defendants*”, and SVEIN DYRKOLTBOTN (“*Svein*”) (collectively, “*Defendants*”), and in support thereof states:

1. Defendants are seeking dismissal based on the undisputed contention that because Plaintiffs *are* members of Nominal Defendants, VIKING STUDENT HOUSING, LLC (“*Viking Student Housing*”) and THE SHOPS AT CELEBRATION POINTE, LLC (the “*Shops*”) (collectively, Viking Student Housing and the Shops are the “*Companies*” ), but *are not* members of the Defendant Companies, they do not have standing to pursue claims for breach of fiduciary duty.<sup>1</sup>

2. Contrary to their assertion, as managers of the Companies, the Management Companies can and should be held liable for the conversion of the Companies’ assets and the breaches of fiduciary duties alleged in the SAC, as the managers of those Companies. *See* SAC ¶¶ 5-6 (noting that SDH and Viking Companies are the *managers* of the Companies.); *accord* Fla. Stat. § 605.04091 (noting that a manager of a Company can be liable for breach of fiduciary duty). The SAC also complies with the requirements to pursue a derivative claim as paragraphs 44-48 properly plead demand futility, and properly alleges claims against Svein, based on his active participation in the tortious conduct at issue. *Vesta v. Lotspeich*, 974 So. 2d 1176, 1180 (Fla. 5th DCA 2008) (“All that needs to be alleged is that the agent or officer personally participated in the tort, even if the complained of action was because of and entirely within the scope of his or her employment.”)

3. With respect to personal liability of officers, Florida Courts apply the active participation theory and hold officers and directors individually liable when they actively participated in the torts of the corporation. *Costa Inv’rs v. Liberty Grande, LLC*, 353 So. 3d 627,

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<sup>1</sup> The Court can take judicial notice of the fact that Svein is the sole manager of Viking Companies, and SDH, as set forth in **Composite Exhibit A**.

633-34 (Fla. 4th DCA 2022) “Under the participation theory, the court imposes liability on the individual as an actor rather than as an owner ... not predicated on a finding that the corporation is a sham and a mere alter ego of the individual corporate officer.” *Id.* (internal citations omitted). “Instead, liability attaches where the record establishes the individual's participation in the tortious activity.” *Id.* See also *Barak v. ACS Int'l Projects, Ltd.*, [347 So.3d 81, 82](#) n.1 (Fla. 3d DCA 2021).

4. The active participation theory also applies to managers of corporations such as Svein, and, as a result, so long as the SAC contains allegations showing that Svein participated in the tortious conduct, he can still be liable, even if Plaintiffs are not members of the Management Company Defendants. *Cannon v. Fournier*, 57 So. 3d 875, 881 (Fla. 2d DCA 2011) (holding that manager of limited liability company could be individually liable where the manager was the sole employee and agent and was involved in everything that the LLC did). As a result, so long as the SAC properly alleges that Svein participated in the tortious conduct at issue the Motion to Dismiss must be denied. And there are clearly sufficient allegations to establish that fact.

5. The SAC does not allege that Plaintiffs are members of the Management Companies, and instead, Paragraphs 5-8 allege that Svein is the manager of the Management Companies, which are in control of the Companies, and that Svein participates and has directed all of the activities of the Management Companies, and therefore had control, indirectly, over the Companies.

6. Paragraphs 28-44 then allege, in detail, how Svein engaged in and participated in a series of transactions that would otherwise give rise to claims for breach of fiduciary duty, conversion and unjust enrichment. Notably, Paragraph 27 and 33 allege that Svein “began to engage in a series of transactions intended to benefit him through the companies he was associated

with” by “caus[ing] [the Management Companies] to funnel and misappropriate the proceeds of funds derived from [the Companies] to himself and other affiliated companies.”

7. The SAC then specifically alleges that Svein (i) caused Viking Companies to authorize the transfer of Viking Student Housing property without notifying Plaintiffs (SAC ¶¶28-32); (ii) caused SDH to lowered the costs associated with the Shops while failing to account for the excess profits generated (SAC ¶¶ 33-38); (iii) concealed, “refused to provide and otherwise prevented Viking Companies from providing Plaintiffs with the requested information” (*id.* ¶ 39); (iv) prevented Viking Companies from issuing accounting documents to Plaintiffs; (*id.* ¶¶ 40) and most importantly, that (v) “[Svein] has used and is consistently using funds from Viking Student Housing and the Shops to renovate his home, which includes the construction of a multi-million dollar pool.” SAC ¶ 35.

8. These allegations are sufficient to establish claims against Svein for conversion and unjust enrichment regardless of his status. They are also sufficient to establish a claim for a breach of fiduciary duty against Svein, under the active participation theory. And to the extent that the SAC needs additional allegations showing Svein’s active participation, Plaintiffs request an opportunity to amend their pleading.

9. Regardless of the impact of the active participation theory, the allegations of the SAC also establish that Svein, individually, owed the Companies a fiduciary duty as well. After all, under Florida law, a party can owe another fiduciary duties so long as confidence is reposed by one party and a trust has been accepted by the other. *Bracha Holding v. U.S. Small Business*, 800 So. 2d 657, 660 (Fla. 3d DCA 2001); *Doe v. Evans*, 814 So. 2d 370, 374 (Fla. 2002). The SAC clearly contains allegations to establish such a fiduciary duty as well.

10. Specifically, the SAC provides, in relevant part that Svein “has been and continues to be in control of Viking Companies and SDH” and as a result of the Companies, that “he was personally involved in and otherwise directed the activities and is otherwise in control of them” and “[a]ccordingly [Svein] owes fiduciary duties, including without limitation the duty of loyalty, to account for the assets of the Companies to the Companies and Plaintiffs.” SAC ¶ 8. It further provides that Svein “agreed to manage. . . the Viking Student Housing portfolio, and, in that capacity, he . . . collected rental income used the income to maintain the Viking Student Housing Companies. . . and that he had superior knowledge of the operations of Viking Student Housing.”

11. Paragraphs 12-15 of the SAC detail how Svein had substantial experience in real estate development which gave rise to him being a founder of and having control over the Companies. The SAC goes on to describe, in paragraphs 16-19 how Svein was personally involved, through Viking Companies, in the management and collection of rents from Viking Student Housing, and in paragraphs 20-22 how Svein was involved and had control over the Shops.

12. Paragraphs 23-26 allege that Plaintiffs and the Plaintiffs relied on Svein to properly manage the Companies, through the Management Companies. Then, and as set forth above, in Paragraphs 27-44 allege that Svein, individually breached those duties, by misappropriating assets through the Management Companies and causing them to breach their fiduciary duties. These allegations are sufficient in and of themselves to establish individual liability.

13. Because the SAC clearly contains sufficient allegations to establish the liability of the Management Companies and Svein, the Motion must be denied.

14. In addition, and because regardless of the alleged pleading deficiencies, Plaintiffs’ claims should be allowed to proceed, Plaintiffs should also be permitted to engage in discovery concerning the conduct and transactions that are alleged in the SAC.

15. “A contrary rule would enable a [member] of a [limited liability corporation] to perpetrate flagrant injuries and escape liability behind the shield of his representative character, even though the corporation might be insolvent or irresponsible.” *Home Loan Corp. v. Aza*, 930 So.2d 814, 815 (Fla. 3d DCA 2006). ”

16. WHEREFORE, Plaintiffs, Iceberg Real Estate, LLC and Iceberg Capital Partners III, LLC, respectfully request that the Court enter an Order: (i) Denying the Motion to Dismiss; (ii) Directing and ordering Defendants to file an Answer to the Complaint; (iii) Directing Defendants to respond to the pending discovery and overruling the objections to subpoenas; and (iv) Granting such further relief as the Court deems just and proper.

Dated this **28th** day of November, 2023.

Respectfully submitted,

**MILLENNIAL LAW**

*Attorneys for Plaintiff*

501 East Las Olas Blvd, Suite 200/314

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Phone: 954-271-2719

By: *s/ Zachary P. Hyman*

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[assistant@millenniallaw.com](mailto:assistant@millenniallaw.com)

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on this **28th** day of **November, 2023**, a true and correct copy of the foregoing was filed using the Florida Court's e-Filing Portal, which in turn, will send notice of electronic filing upon counsel for all parties of record.

By: s/ Zachary P. Hyman  
Zachary P. Hyman

# COMPOSITE EXHIBIT A

**2023 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT**

DOCUMENT# L15000153214

**Entity Name:** VIKING COMPANIES, LLC

**Current Principal Place of Business:**

5001 CELEBRATION POINTE AVE.  
SUITE 180  
GAINESVILLE, FL 32608

**Current Mailing Address:**

5001 CELEBRATION POINTE AVE.  
SUITE 180  
GAINESVILLE, FL 32608 US

**FEI Number:** 81-0780137

**Certificate of Status Desired:** No

**Name and Address of Current Registered Agent:**

STOCKMAN, JAMES J  
5001 CELEBRATION POINTE AVE.  
SUITE 180  
GAINESVILLE, FL 32608 US

*The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.*

**SIGNATURE:**

\_\_\_\_\_  
Electronic Signature of Registered Agent

\_\_\_\_\_  
Date

**Authorized Person(s) Detail :**

Title MGR  
Name DYRKOLBOTN, SVEIN H  
Address 5001 CELEBRATION POINTE AVE.  
SUITE 180  
City-State-Zip: GAINESVILLE FL 32608

*I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.*

**SIGNATURE:** SVEIN H. DYRKOLBOTN

MGR

04/06/2023

\_\_\_\_\_  
Electronic Signature of Signing Authorized Person(s) Detail

\_\_\_\_\_  
Date

**2023 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT**

DOCUMENT# L13000159169

**Entity Name:** SHD-CELEBRATION POINTE, LLC

**Current Principal Place of Business:**

5001 CELEBRATION POINTE AVE.  
SUITE 180  
GAINESVILLE, FL 32608

**Current Mailing Address:**

5001 CELEBRATION POINTE AVE.  
SUITE 180  
GAINESVILLE, FL 32608 US

**FEI Number:** 46-4219336

**Certificate of Status Desired:** No

**Name and Address of Current Registered Agent:**

DYRKOLBOTN, SVEIN  
5001 CELEBRATION POINTE AVE.  
SUITE 180  
GAINESVILLE, FL 32608 US

*The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.*

**SIGNATURE:**

\_\_\_\_\_  
Electronic Signature of Registered Agent

\_\_\_\_\_  
Date

**Authorized Person(s) Detail :**

Title MGR  
Name DYRKOLBOTN, SVEIN  
Address 5001 CELEBRATION POINTE AVE.  
SUITE 180  
City-State-Zip: GAINESVILLE FL 32608

*I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.*

**SIGNATURE:** SVEIN H. DYRKOLBOTN

**MGR**

**04/06/2023**

\_\_\_\_\_  
Electronic Signature of Signing Authorized Person(s) Detail

\_\_\_\_\_  
Date

IN THE CIRCUIT COURT OF  
THE EIGHTH JUDICIAL CIRCUIT  
IN AND FOR ALACHUA COUNTY, FLORIDA

ICEBERG CAPITAL PARTNERS, III, LLC,  
a Georgia limited liability company, and  
ICEBERG REAL ESTATE  
INVESTMENTS, LLC, a Georgia Limited  
Liability Company,

CASE NO.: 01 2022 CA 003014

Plaintiffs,

v.

VIKING COMPANIES, LLC, a Florida  
limited liability corporation, SHD-  
CELEBRATION, POINTE, LLC, and  
SVEIN DYRKOLBOTN, an individual,

Defendants.

and

VIKING STUDENT HOUSING, LLC, a  
Florida limited liability corporation, and  
THE SHOPS AT CELEBRATION POINTE,  
LLC, a Florida limited liability corporation

Nominal Defendants.

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**RESPONSE IN OPPOSITION TO MOTION TO DISMISS AMENDED VERIFIED  
COMPLAINT**

Plaintiffs, ICEBERG CAPITAL PARTNERS, III, LLC (“*Iceberg III*”) and ICEBERG REAL ESTATE INVESTMENTS, LLC (“*Iceberg Real Estate*”) (collectively, “*Plaintiffs*”), by and through undersigned counsel, hereby files this Response in Opposition to the Motion to Dismiss of, SHD-CELEBRATION POINTE, LLC (“*SHD*”), VIKING COMPANIES, LLC (“*Viking Companies*”) (collectively, SHD and Viking Companies are the “*Management*”

**Company Defendants**”, and SVEIN DYRKOLTBOTN (“**Svein**”) (collectively, “**Defendants**”), and in support thereof states:

1. Contrary to Defendants’ assertion, Plaintiffs have not and are not asserting that they are members of the Management Companies, Viking Companies or SDH. Rather they are asserting their claims derivatively.

2. As Plaintiffs in a derivative action, Plaintiffs stand in the shoes of Nominal Defendants, VIKING STUDENT HOUSING, LLC (“**Viking Student Housing**”) and THE SHOPS AT CELEBRATION POINTE, LLC (the “**Shops**”) (collectively, Viking Student Housing and the Shops are the “**Companies**” ), and have the right to assert any claims that the Companies could assert themselves. *Fision Corp. v. Frueh*, No. 2D22-2517, at \*1 (Fla. 2d DCA Aug. 23, 2023) (affirming summary judgment on a derivative action seeking to enforce a loan made to a corporation). The SAC is asserts derivative claims and properly alleges demand futility.

3. In light of the foregoing, the claims which are being pursued by Plaintiffs, and which could properly be pursued by the Companies against the Management Companies and Svein, are appropriate, and to the extent that there are insufficient allegations to support Plaintiffs position, Plaintiffs can amend their complaint to address any alleged deficiencies.

4. “A contrary rule would enable a [member] of a [limited liability corporation] to perpetrate flagrant injuries and escape liability behind the shield of his representative character, even though the corporation might be insolvent or irresponsible.” *Home Loan Corp. v. Aza*, 930 So.2d 814, 815 (Fla. 3d DCA 2006). ”

5. WHEREFORE, Plaintiffs, Iceberg Real Estate, LLC and Iceberg Capital Partners III, LLC, respectfully request that the Court enter an Order: (i) Denying the Motion to Dismiss; (ii) Directing and ordering Defendants to file an Answer to the Complaint; (iii) Directing

Defendants to respond to the pending discovery and overruling the objections to subpoenas; and  
(iv) Granting such further relief as the Court deems just and proper.

Dated this **30th** day of November, 2023.

Respectfully submitted,

**MILLENNIAL LAW**

*Attorneys for Plaintiff*

501 East Las Olas Blvd, Suite 200/314

Fort Lauderdale FL 33301

Phone: 954-271-2719

By: *s/ Zachary P. Hyman* \_\_\_\_\_

Zachary P. Hyman

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**CERTIFICATE OF SERVICE**

I **HEREBY CERTIFY** that on this **30th** day of **November, 2023**, a true and correct copy of the foregoing was filed using the Florida Court's e-Filing Portal, which in turn, will send notice of electronic filing upon counsel for all parties of record.

By: s/ Zachary P. Hyman  
Zachary P. Hyman

IN THE CIRCUIT COURT OF  
THE EIGHTH JUDICIAL CIRCUIT  
IN AND FOR ALACHUA COUNTY, FLORIDA

ICEBERG CAPITAL PARTNERS, III, LLC,  
a Georgia limited liability company, and  
ICEBERG REAL ESTATE  
INVESTMENTS, LLC, a Georgia Limited  
Liability Company,

CASE NO.: 01 2022 CA 003014

Plaintiffs,

v.

VIKING COMPANIES, LLC, a Florida  
limited liability corporation, SHD-  
CELEBRATION, POINTE, LLC, and  
SVEIN DYRKOLBOTN, an individual,

Defendants.

and

VIKING STUDENT HOUSING, LLC, a  
Florida limited liability corporation, and  
THE SHOPS AT CELEBRATION POINTE,  
LLC, a Florida limited liability corporation

Nominal Defendants.

**MOTION FOR JUDICIAL DEFAULT AND TO COMPEL THE PRODUCTION OF  
DOCUMENTS**

Plaintiffs, ICEBERG CAPITAL PARTNERS, III, LLC (“*Iceberg III*”) and ICEBERG  
REAL ESTATE INVESTMENTS, LLC (“*Iceberg Real Estate*”) (collectively, “*Plaintiffs*”), by  
and through undersigned- counsel, hereby files this Motion for Judicial Default against  
Defendants, SHD-CELEBRATION POINTE, LLC (“*SHD*”), VIKING COMPANIES, LLC  
 (“*Viking Companies*”) (collectively, SHD and Viking Companies are the “*Management*”

*Company Defendants*”, and SVEIN DYRKOLTBOTN (“*Svein*”) (collectively, “*Defendants*”), and in support thereof states:

1. On or about December 7, 2023, the Court entered an Order Denying Defendant’s Motion to Dismiss the Amended Complaint of Plaintiffs.

2. The Order also granted in part and denied in part Defendants’ Motion for a Protective Order and directed Defendants to produce documents and communications that were responsive to Plaintiffs’ request for production, but limited the scope of discovery to matters concerning the operation of the Companies, Viking Student Housing, LLC, and the Shops at Celebration Pointe, LLC (the “*Companies*”).

3. Thereafter, Defendants and Plaintiffs agreed to allow Defendants up through and until January 10, 2024 to respond to the Amended Complaint, and up through and until January 12, 2024 to respond to the Plaintiffs’ First Request for Production, provided that Defendants produce documents on January 12 2024.

4. Instead of producing documents, or responding to the Complaint, Defendants filed a Petition for a Writ of Certiorari, that was **solely** directed at the obligation of Defendants to respond to Plaintiffs’ First Request for Production.

5. The Petition was filed prematurely, as the Court did not yet order Defendants to produce specific documents or overrule Defendants’ objections to the First Request for Production, fails to show irreparable harm, and does not come close to showing that trial court departed from the essential requirements of law.

6. **The Petition did not seek to stay nor could it properly seek a stay of the Court’s Order** as it relates to the Motion to Dismiss, and therefore the deadline for Defendants to respond to Plaintiffs’ Amended Complaint has expired.

7. In any case, Defendants have yet to file an Answer to the Amended Complaint, despite the deadline to do so having expired, without seeking a stay of the Court's Order, and mandating that the Court enter judicial default against them.

8. In addition, the failure by Defendants to timely respond to the First Request for Production Defendants, and therefore Defendants have waived their right to interpose objections as well.

9. Defendants are going through extraordinary efforts to avoid the discovery of the significant misconduct, and conversion of assets of the Companies, by failing to disclose documents that Plaintiffs are otherwise entitled to.

10. The mismanagement by Defendants and concealment of their misconduct has also placed the primary assets of the Companies at risk, and the Shops has received notices of default on account of a very significant loan.

11. The notice of default is especially concerning since the Companies should have been leased at full or complete capacity, and according to the documents that were provided, should not be losing money.

12. The undersigned has met and conferred with counsel for Defendants, who does not consent to the relief sought.

WHEREFORE, Plaintiffs, Iceberg Real Estate, LLC and Iceberg Capital Partners III, LLC, respectfully request that the Court enter an Order: (i) Granting the Motion; (ii) Entering a Judicial Default against Defendants; (iii) Finding that Defendants have waived their right to interpose objections to Plaintiffs' First Request for Production; (iv) Directing and ordering Defendants to file an Answer to the Complaint ; (v) Awarding Plaintiffs attorney's fees and costs; and (iv) Granting such further relief as the Court deems just and proper.

Dated this **11th** day of January, 2024.

Respectfully submitted,

**MILLENNIAL LAW**

*Attorneys for Plaintiff*

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Fort Lauderdale FL 33301

Phone: 954-271-2719

By: *s/ Zachary P. Hyman*

Zachary P. Hyman

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[jessica@millenniallaw.com](mailto:jessica@millenniallaw.com)

[assistant@millenniallaw.com](mailto:assistant@millenniallaw.com)

**CERTIFICATE OF SERVICE**

**I HEREBY CERTIFY** that on this **11th** day of **January, 2024**, a true and correct copy of the foregoing was filed using the Florida Court's e-Filing Portal, which in turn, will send notice of electronic filing upon counsel for all parties of record.

By: *s/ Zachary P. Hyman*

Zachary P. Hyman

**IN THE CIRCUIT COURT OF THE  
EIGHTH JUDICIAL CIRCUIT  
IN AND FOR ALACHUA COUNTY, FLORIDA**

CASE NO.: 01 2022 CA 003014

ICEBERG CAPITAL PARTNERS, III, LLC,  
a Georgia limited liability company, and  
ICEBERG REAL ESTATE  
INVESTMENTS, LLC, a Georgia Limited  
Liability Company,

Plaintiffs,

v.

VIKING COMPANIES, LLC, a Florida  
limited liability corporation, SHD-  
CELEBRATION, POINTE, LLC, and  
SVEIN DYRKOLBOTN, an individual,

Defendants.

and

VIKING STUDENT HOUSING, LLC, a Florida  
limited liability corporation, and  
THE SHOPS AT CELEBRATION POINTE,  
LLC, a Florida limited liability corporation

Nominal Defendants.

\_\_\_\_\_ /

**MOTION FOR EXTENSION OF TIME**

Defendants, SHD-CELEBRATION POINTE, LLC (“SHD”), VIKING COMPANIES, LLC (“Viking Companies”) (collectively, SHD and Viking Companies are the “Management Company Defendants”, and SVEIN DYRKOLBOTN (“Svein”) (collectively, “Defendants”), by and through undersigned counsel, hereby files this Motion for Extension of Time to Answer and provide discovery, and says:

1. This Court, in response to Defendants' Motions to Dismiss and Motions for Protective Order, issued an Order Denying the Motion to Dismiss and partially granting/partially denying the Motion for Protective Order.

2. On January 8, 2022, Defendants filed a Writ with the First DCA to review the Court's Orders and requested a stay from the First DCA.

3. Defendants now request an extension of time from this Court as to requiring an Answer and as to discovery as the issues are pending before the First DCA.

4. To have this Court require further pleadings only to have the First DCA issue its own, possible contradictory Order, will cause harm to Defendants.

5. Defendants anticipate a quick turnaround from the First, either denying the Writ, or granting the Writ and issuing its own stay; in the interim, the Plaintiff will not be prejudiced by the stay more than the Defendants would be potentially harmed by its denial.

WHEREFORE, Defendants, request an extension of time or stay until the First DCA issues its ruling, whatever that may be as to the Writ, an award of court costs and attorney fees and any other relief this Court deems just and equitable.

I HEREBY CERTIFY that a true and correct copy of the foregoing was furnished via ePortal, this 12<sup>th</sup> day of January 2024, to Zachary P. Hyman, Esq., Millennial Law, 501 East Las Olas Blvd, Suite 200/308, Fort Lauderdale, FL 33301.

By: /s/ Edward F. Holodak  
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EDWARD F. HOLODAK, ESQ.  
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