

N050000004025

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

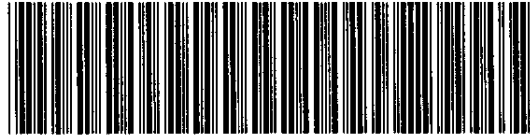
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



800274040628

06/19/15--01016--012 **35.00

RECEIVED
SECRETARY OF STATE
DIVISION OF CLERK SERVICES
JUN 19 PM 2:18

R A / R O / C H 8

JUN 29 2015

I ALBRITTON

COVER LETTER

TO: Amendment Section
Division of Corporations

SUBJECT: CHANGE OF NAME OF REGISTERED AGENT AND CHANGE OF PRINCIPAL ADDRESS
Name of Corporation

DOCUMENT NUMBER: MIRASSOU CONDOMINIUM ASSOCIATION, INC

[N05000004625]

The enclosed Statement of Change of Registered Office/Agent and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

JORGE J. PEREZ, AS RECEIVER ONLY, NOT INDIVIDUALLY

Name of Contact Person

SQUIRE PATTON BOGGS (US) LLP

Firm/Company

200 S. BISCAYNE BLVD, STE # 4700

Address

MIAMI, FLORIDA 33131

City/State and Zip Code

jorge.perez@squirepb.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Rita Patel Puri

Name of Contact Person

at (305) 577 4759

Area Code & Daytime Telephone Number

Enclosed is a \$35.00 check made payable to the Department of State.

Mailing Address:
Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Street Address:
Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

STATEMENT OF CHANGE OF REGISTERED OFFICE OR REGISTERED AGENT OR BOTH FOR CORPORATIONS

Pursuant to the provisions of sections 607.0502, 617.0502, 607.1508, or 617.1508, Florida Statutes, this statement of change is submitted for a corporation organized under the laws of the State of FLORIDA in order to change its registered office or registered agent, or both, in the State of Florida.

1. The name of the corporation: MIRASSOU CONDOMINIUM ASSOCIATION, INC
2. The principal office address: 6185 NW 186TH ST., HIALEAH, FLORIDA 33015
3. The mailing address (if different): SQUIRE PATTON BOGGS, 200 S. BISCAYNE BLVD, STE# 4700, MIAMI, FL 33131
ATTN: JORGE J. PEREZ, AS RECEIVER ONLY, NOT INDIVIDUALLY
4. Date of incorporation/qualification: 5/2005 Document number: N0500000 4625
5. The name and street address of the current registered agent and registered office on file with the Florida Department of State: (If resigned, enter resigned)

FM LAW GROUP

14100 PALMETTO FRONTAGE RD, STE # 390

MIAMI LAKES, FL 33014

6. The name and street address of the new registered agent (if changed) and /or registered office (if changed):

JORGE J. PEREZ, AS RECEIVER ONLY NOT INDIVIDUALLY

200 S. BISCAYNE BLVD, STE # 4700, MIAMI, FL 33131

P.O. Box NOT acceptable

~~The street address of its registered office and the street address of the business office of its registered agent, as changed will be identical.~~

~~Such change was authorized by resolution duly adopted by its board of directors or by an officer so authorized by the board, or the corporation has been notified in writing of the change.~~

N/A N/A 3-16-15 By Court Order dated appointing Jorge J. Perez, as Receiver. [attached]

Signature of an officer or director

Printed or typed name and title

I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligation of my position as registered agent. Or, if this document is being filed merely to reflect a change in the registered office address, I hereby confirm that the corporation has been notified in writing of this change.

Signature of Registered Agent

Date

If signing on behalf of an entity:

Jorge Perez, Court Appointed Receiver

Typed or Printed Name

*** FILING FEE: \$35.00 ***

MAKE CHECKS PAYABLE TO FLORIDA DEPARTMENT OF STATE
MAIL TO: DIVISION OF CORPORATIONS, P.O. BOX 6327, TALLAHASSEE, FL 32314

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

IN RE:

CASE NO.: 11-4222 CA 24
Circuit Judge Eric Hendon

MIRASSOU CONDOMINIUM
ASSOCIATION, INC.,
a Florida Non-Profit Corporation,

MIAMI-DADE COUNTY,

Plaintiff/Intervenor,

vs.

MIRASSOU CONDOMINIUM
ASSOCIATION, INC.,

Defendant,

**ORDER GRANTING UNOPPOSED MOTION FOR
THE APPOINTMENT OF A GENERAL RECEIVER FOR
THE ENTIRETY OF THE MIRASSOU CONDOMINIUM ASSOCIATION, INC.**

THIS MATTER having come to be heard on March 13, 2015, on Petitioner/Intervenor Miami Dade County's Motion for the Appointment of a Receiver for the Entirety of the Mirassou Condominium Association, Inc. ("Motion") and the subsequent submission by all parties of a proposed Agreed Order for the Appointment of a General Receiver for the Entirety of the Mirassou Condominium Association, Inc., (the "Proposed Agreed Order") and the Court, having reviewed the record, taking note of the agreement of the parties as to the undisputed factual basis requiring the urgent and emergency nature of the appointment of a General Receiver, and being fully advised on the premises, it is hereby:

ORDERED AND ADJUDGED that the Motion is GRANTED. The Court further FINDS and ORDERS as follows:

JURISDICTION AND VENUE

1. This Court has jurisdiction over the appointment of a receiver pursuant to Section 26.012 of the Florida Statutes. Further, pursuant to Florida Statute Section 47.011, this Court has jurisdiction over the Mirassou Condominium properties, located at the following addresses: 6045 NW 186th Street ("Building No. 1"); 6065 NW 186th Street ("Building No. 2"); 6115 NW 186th Street ("Building No. 3"); 6135 NW 186th Street ("Building No. 4"); 6155 NW 186th Street ("Building No. 5"); 6175 NW 186th Street ("Building No. 6"); 6195 NW 186th Street ("Building No. 7"), (collectively, the "Mirassou Buildings").

2. Venue is proper in Miami-Dade County, Florida because the Association and the Mirassou Buildings are situated in Miami-Dade County, Florida.

FINDINGS

3. The appointment of a receiver is an extraordinary remedy, and is exercised with caution. *Alafaya Square Ass'n Ltd. v. Great W. Bank*, 700 So. 2d 38, 41 (Fla. 5th DCA 1997). Courts have the authority to appoint a receiver where there is (1) detrimental effect or loss to the property and (2) a clear legal or property right. *Plaza v. Plaza*, 78 So. 3d 4, 6 (Fla. 3d DCA 2011).

4. The parties agree that the Mirassou Buildings have deteriorated or are otherwise subject to a serious risk of loss. The parties further agree that pursuant to the provisions of Section 1-5, and Chapters 8 and 14 of the Miami-Dade County Code, the appointment of a General Receiver is necessary to preserve and restore the Mirassou Buildings, to remedy the existing fire safety, building, and elevator safety violations of the Code of Miami-Dade County, and to address and improve the quality of life of residents at the Mirassou Buildings.

5. As a result, the parties have stipulated and agreed to the appointment of a General Receiver with the powers and duties as set forth specifically below.

6. The Court hereby appoints **former Circuit Court Judge Jorge J. Perez**, 200 South Biscayne Boulevard, Suite 4700, Miami, Florida (Tel: 305.577.2915) as General Receiver for the Entirety of the Mirassou Condominium Association, Inc.

7. The Parties are hereby ordered to contact the General Receiver, Former Judge Perez, within three (3) calendar days from the date of this Order and to meet with the Receiver in order to more fully and efficiently address the emergency nature of this matter.

RELEVANT PROCEDURAL BACKGROUND

8. On February 25, 2011, prior to Miami-Dade County's intervention, a receiver with limited jurisdiction and responsibilities only for certain delinquent units was appointed in this matter. That limited receivership was terminated by Court Order unopposed by the parties.

9. On February 6, 2015, Miami-Dade County filed a Motion to Extend the Appointment of a Receiver and to Expand the Powers and Duties of the Receiver. Miami-Dade County hereby withdraws that motion to the extent it seeks to expand the powers and duties of the current, limited receiver and instead, hereby, seeks and agrees to the appointment of a General Receiver with authority over the entirety of the Mirassou Condominium Association, Inc., including both delinquent units as set forth *infra*, and non-delinquent units.

APPOINTMENT OF GENERAL RECEIVER

10. An emergency exists at the Association and the appointment of a General Receiver for the entirety of the Mirassou Condominium Association, Inc. is necessary to effect Miami-Dade County's remedies. To wit: to preserve and restore the Mirassou Buildings, to remedy the existing fire safety, building, and elevator safety violations of the Code of Miami-

Dade County, and to address and improve the quality of life of residents at the Mirassou Buildings.

11. It is the intent of this Agreed Order to appoint one Receiver who shall be responsible for the following:

- a. **General Authority of the Association:** The General Receiver shall have the power to do any and all things a condominium board is empowered to do under Florida law, including but not limited to, Chapter 718, Florida Statutes.
- b. **Exercise of Powers Available Under Applicable Law:** Without limiting the foregoing, the General 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 Agreed Order, as the General Receiver shall deem appropriate. This includes all the usual, necessary, and incidental powers and rights of Receivers appointed by this Court, including but not limited to, the power to appoint such agents as the General Receiver deems necessary to perform his or her duties, acts necessary for security measures, enter into rental agreements, negotiate or renegotiate leases, maintain the necessary books and records to fully account for all inventory, accounts receivables, revenue, expenditures, and operations of the Mirassou Buildings.
- c. **Collecting rents and monies.** Without limiting the foregoing, the General Receiver is authorized to collect rents and Association maintenance fees and/or dues from all units and unit owners in the

Association including those current on their assessments ("Receivership Units") and those past due on their assessments as further defined below ("Delinquent Receivership Units"), Foreclosure Tenants and Delinquent Receivership Tenants; managing and re-leasing or re-renting vacant Delinquent Receivership Units during the period the unit is in delinquency status and/or in foreclosure by the Mirassou Buildings or the unit owner's lenders; and instituting foreclosure or eviction actions. It is anticipated that multiple units will come within the jurisdiction of this Agreed Order on different dates and times. The appointment of the General Receiver for the benefit of the Association shall be continuous and the General Receiver shall serve until further order of the Court.

- d. **Checks.** The General Receiver is authorized to endorse all checks and drafts now, or hereafter, made payable to the Association constituting rents, Association maintenance fees and/or dues, issues and profits from the Mirassou Buildings, and proceeds of accounts receivables, and to deposit same into accounts under the General Receiver's control.
- e. **Use of Funds.** The General Receiver is authorized to utilize collected funds as directed herein and/or to fulfill any and all obligations of the Association.
- f. **Prosecution of Actions:** The General Receiver is authorized to bring and prosecute all actions necessary for the protection of the Mirassou Buildings, including but not limited to, actions for the collections of income, profits, rents, Association maintenance fees and/or dues and

accounts receivable due on the Mirassou Buildings, actions for removal of tenants, invitees, licensees, and guests in default, and actions to recover possession of all or part thereof.

- g. **Contracts and Obligations:** The General Receiver is authorized to enter into contracts including but not limited to those for water, gas, electricity, sewer and other services reasonably necessary for the Mirassou Buildings, including all those necessary to fulfill the obligations of this Agreed Order; to procure all municipal, state, or occupational licenses, permits, inspection fees, or other governmental fees that may be required to manage the Mirassou Buildings, purchase and contract for all materials, services, and supplies necessary to reasonably manage the Mirassou Buildings in the ordinary course of business, as well as enter into contracts required for the operation of the Mirassou Buildings as an on-going business, if appropriate, such as insurance, maintenance, and security measures.
- h. **Insurance:** The General Receiver is authorized to obtain any insurance policies the General Receiver deems necessary to preserve the Mirassou Buildings. The General Receiver shall promptly investigate and file a full written report with the Clerk of Court as to all serious and material accidents, claims for damage relating to the ownership, operation and maintenance of the Mirassou Buildings, and any damage or destruction to the Mirassou Buildings and the estimated costs of repair, and shall prepare all reports required by any insurance company in connection therewith, all

insurance coverage purchased by the Association, or by any other person in connection with the Mirassou Buildings.

- i. **Agents and Employees:** The General Receiver is authorized to employ agents, servants or employees for the purpose of collecting monies, remedying the fire safety, building and elevator safety violations of the Code of Miami-Dade County, and carrying out the terms of this Agreed Order.

- i. The General Receiver shall be reasonably and timely compensated for his or her services as well as the services of agents, employees, accountants, and attorneys necessary to accomplish the obligations set forth in this Agreed Order. Such compensation shall be paid by the rents, accounts, and Association maintenance fees and/or dues collected. The monthly total amount of these fees shall be prorated among all Receivership Units (both Delinquent and non-Delinquent).
- ii. The General Receiver is authorized to employ any entity to perform any and all collection services, including collection of rents and accounting for all Delinquent Receivership Units.
- iii. The General Receiver is authorized to employ servants or employees for the purpose of collecting rents and monies from Foreclosure Tenants and/or Delinquent Receivership Tenants and otherwise carrying out the terms of the Receivership and the orders of the Court.
- iv. The General Receiver is authorized to employ an on-site manager, to perform the planning, scheduling and supervising of all on-site services as directed by the General Receiver, including but not limited to, managing Receivership Unit/ Delinquent Receivership Unit and Receivership Tenant/ Delinquent Receivership Tenant rosters, on-site collection of rents, coordinating any and all inspections and repairs, scheduling and supervising the activities of all other on-site vendors, managing and coordinating communications with the Association, the Community and other pertinent parties, and any other pertinent on-site services requested by the General Receiver.
- v. The General Receiver is specifically authorized to employ a company or agents to perform any work necessary to ready the

Delinquent Receivership Units for rental or re-rental. Any such entity must charge reasonable fees.

- j. **Actions in Furtherance of Possession and Control.** The General Receiver is authorized to take any reasonable action which he or she deems necessary or appropriate to take possession of, exercise full control over, prevent waste and to otherwise preserve, manage, maintain, secure and safeguard the Association.
- k. **Elections.** The General Receiver is directed to immediately enter upon, receive, and take complete possession, management and operation of the Mirassou Buildings and the Association. This shall include the institution of an open and fair election of the Association's Board of Directors in accordance with Florida Statutes and applicable administrative regulations. The General Receiver, however, shall not have the authority to vote on behalf of units in the election or any other process requiring the votes of units.
- l. **Further Instruction.** The General Receiver shall have the right to apply to the Court for further instructions and authorization during the pendency of the action.

DIRECTIONS TO PARTIES

12. The Association and all persons claiming by, through, or under the Association, and any other person living at the Mirassou Buildings, and their successors and assigns, servants, agents, and employees, are ordered to deliver to the General Receiver the property in accordance with the Association's by-laws, all funds collected from any owner and/or tenant, including all deposits and/or advanced rental payments, all rental or revenue from any source received, all

Association maintenance fees and/or dues, all books, statements and invoices, all policies of insurance, all leases or other documents evidencing the right to use or occupy the Mirassou Buildings, all accounts receivable or payable, a listing of all bank accounts and signers, all vendor contracts, all property operating statements, all utility bills, all surveys, all warranties on roofs, buildings or machinery, all marketing materials or brochures, all space plans, and any other documentation or record reasonably requested by the General Receiver to preserve, maintain, and operate the Mirassou Buildings, as well as all other papers needed or ordinarily used or possessed in the operation of the Mirassou Buildings.

13. All future rents and Association maintenance fees and/or dues shall be paid to the General Receiver without further Court order, and failure to do so may result in eviction or foreclosure proceedings. All persons are enjoined from interfering in any way with the General Receiver or with any of the Mirassou Buildings until further order of this Court.

14. The Association is further ordered to deliver to the General Receiver all keys or combinations to locks required to open or gain access to any of the Mirassou Buildings.

15. The Association shall turn in the items in Paragraphs 14-16 to the General Receiver within ten (10) business days of the effective date of this Agreed Order. The Association and its respective agents, partners, officers, directors, servants, employees and any other person or entity on its behalf, shall execute any and all documents necessary to the General Receiver for the current signatories on all accounts of the Association associated with the Association.

16. Under penalty by this Court, all owners, tenants, and persons claiming by, through, or under the Association, and any other person living or owning a unit at the Mirassou Buildings, and their successors and assigns, servants, agents, and employees are prohibited from

interfering with the General Receiver or with the collection of any rents delivered or due to the General Receiver. It is the intent of this Agreed Order that residents of the Mirassou Buildings cooperate with the General Receiver and all interested parties are directed to honor the requests of the General Receiver made in the discharge of his duties.

DIRECTIONS TO GENERAL RECEIVER

The General Receiver shall address the following as set forth:

17. Elevator Safety Code violations at the Mirassou Buildings shall be remedied in the following manner:

- a. Within thirty (30) days of the effective date of this Agreed Order, code compliance inspections on the elevator equipment shall be made by a duly licensed elevator inspector.
- b. Within thirty (30) days of the effective date of this Agreed Order, maintenance and repair bids shall be solicited and received from licensed elevator contractors.
- c. Within five (5) days of inspection of elevator equipment, inspection reports shall be delivered to the Miami-Dade County Office of Elevator Safety.
- d. Within thirty (30) days of the effective date of this Agreed Order, Elevator Certificate fees and outstanding Elevator Inspection fees shall be paid in full.
 - i. The total of Four Thousand Twenty Five Dollars and Zero Cents (\$4,025.00) shall be paid. Payment shall be made payable to MIAMI-DADE COUNTY and shall be delivered to Michael A. Chavez, Manager, Chief Elevator Inspector - Office of Elevator Safety, 201 West Flagler Street Miami, FL 33130.

- e. Within forty-five (45) days of the effective date of this Agreed Order, elevator maintenance and/or repair contract award shall be made to the licensed elevator contractor selected by the General Receiver.
- f. If the inspections and proposals cited in Paragraph 19(c) above require repair of elevator equipment, but not full modernization:
 - i. Completed permit applications shall be submitted and approved within ninety (90) days of the effective date of this Agreed Order.
 - ii. Within 120 days of the effective date of this Agreed Order, repair of all code violations pertaining to the elevators shall be completed and the elevators re-inspected and placed back into legal operation.
- g. If the inspections and proposals cited in paragraph 19(c) above require a full modernization of equipment:
 - i. Elevator modernization work shall be designed, bid, permitted and commenced within 120 days of the effective date of this Agreed Order.
 - ii. All elevator modernization work, and elevator related building work, and successful inspections shall be completed on all elevators, with all elevators operational and code compliant within 365 days of the effective date of this Agreed Order.
- h. If full modernization is completed on all elevator equipment within the aforementioned milestones, corresponding fines shall be reduced to Five Hundred Thousand Dollars and Zero Cents (\$500,000.00), provided that the amount is paid in full in accordance with a payment schedule to be determined by the Court.¹
- i. If the Association meets the aforementioned milestones regarding repair (not modernization) of all elevator equipment, corresponding fines shall be reduced to One Million Two Hundred Sixty-Five Thousand Five Hundred

¹ Payment instructions will be in accordance with Court order containing payment schedule.

Dollars and Zero Cents (\$1,265,500.00), provided that the amount is paid in full in accordance with a payment schedule to be determined by the Court.²

j. If repair (not modernization) is accelerated so as to complete the timelines by less than 50% of the aforementioned milestones, corresponding fines shall be reduced to Seven Hundred Fifty-Nine Thousand Three Hundred Dollars and Zero Cents (\$759,300.00), provided that the amount is paid in full in accordance with a payment schedule to be determined by the Court.³

k. If the Association materially fails to conform to the aforementioned milestones, payment in full of \$5,062,090.00 (Five Million Sixty-Two Thousand Ninety Dollars and Zero Cents) will be required, fines may recommence, and liens may be instituted at the discretion of the Miami-Dade County Office of Elevator Safety.⁴

18. Fire Safety Code violations at the Mirassou Buildings shall be remedied in the following manner:

- a. A duly licensed contractor shall be hired within fourteen (14) days of the effective date of this Agreed Order.
- b. Any and all exit signs in violation of the Code of Miami-Dade County shall be repaired or replaced within thirty (30) days of the effective date of this Agreed Order.

² Payment instructions will be in accordance with Court order.

³ Payment instructions will be in accordance with Court order

⁴ Payment instructions will be in accordance with Court order

- c. Annual inspections and testing of all fire alarm systems shall be performed, and corresponding reports produced and filed with the Miami-Dade Fire Rescue Department within sixty (60) days of the effective date of this Agreed Order.
- d. If repairs of fire alarm panels are necessary, but not replacement:
 - i. Repair of all fire alarm panels in violation of the Code of Miami-Dade County shall be completed within ninety (90) days of the effective date of this Agreed Order, including but not limited to, inclusion of all elevator keys in applicable lock boxes,
 - ii. Report showing completed repairs shall be provided to the Miami-Dade Fire Rescue Department within ninety-five (95) days of the effective date of this Agreed Order, or within five (5) days of completion of repairs, whichever is earlier.
- e. If replacement of any fire alarm panels are necessary:
 - i. Completed plans shall be submitted within ninety (90) days of the effective date of this Agreed Order.
 - ii. Plans must pass review by the Miami-Dade Fire Rescue Department and permits shall be obtained within 120 days of the effective date of this Agreed Order.
 - iii. Replacement of all fire alarm panels shall be completed within 240 days of the effective date of this Agreed Order.
 - iv. Final approval by the Miami-Dade Fire Rescue Department is required within 240 days of the effective date of this Agreed Order.
- f. Payment of citations in the amount of Thirty-Three Thousand Nine Hundred Forty Dollars and Zero Cents (\$33,940.00) shall be paid in accordance with a payment schedule to be determined by the Court.⁵
- g. If the Association complies with the aforementioned milestones, whether repair or replacement, corresponding fees shall be reduced to Thirty-Three

⁵ Payment instructions will be in accordance with Court order.

Thousand Dollars and Zero Cents (\$33,000.00), provided that the amount is paid in full in accordance with a payment schedule to be determined by the Court.⁶

- h. If the Association materially fails to conform to the aforementioned milestones, payment in full will be required, fines will reconunence, and liens will be instituted at the discretion of the Miami-Dade Fire Rescue Department.

19. Building Code violations at the Mirassou Buildings shall be remedied in the following manner:

- a. Within sixty (60) days of the effective date of this Agreed Order, all necessary permit applications for the following violations must be filed:
 - i. Railing missing picket, walkway slab cracked, and stucco falling from structure pursuant to Civil Violation Notice No. P006660.
 - ii. Broken guard rail pursuant to Civil Violation Notice No. P012210.
 - iii. Leaking roof pursuant to Civil Violation Notice No. P015981.
- b. Within ninety (90) days of the effective date of this Agreed Order, all necessary permits must be obtained.
- c. Repair of all violations shall be completed and inspected by the Miami-Dade Department of Regulatory and Economic Resources, Building Code Support Division within 120 days of the effective date of this Agreed Order.
- d. Payment in the amount of One Thousand Five Hundred Thirty Dollars and Zero Cents (\$1,530.00) shall be made payable to the Miami-Dade County

⁶ Payment instructions will be in accordance with Court order.

Clerk of Courts for the building citation fees. The amount shall be paid in full with a payment schedule to be determined by the Court.

- e. If the Association complies with the aforementioned milestones, corresponding liens shall be reduced to Three Thousand Dollars and Zero Cents (\$3,000.00), provided that the amount is paid in full in accordance with a payment schedule to be determined by the Court.⁷
- f. If the Association materially fails to conform to the aforementioned milestones, payment in full will be required, fines may recommence, and liens may be instituted at the discretion of the Miami-Dade Department of Regulatory and Economic Resources, Building Code Support Division.

20. Payment in the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00) shall be made payable to the Miami-Dade Credit and Collection, Finance Department for administrative costs and fees associated with seeking collection of fees. The amount shall be paid in full with a payment schedule to be determined by the Court.

21. The General Receiver shall expend those sums deemed necessary to maintain, operate and remedy the violations at the Mirassou Buildings.

TREATMENT OF DELINQUENT UNITS

22. The General Receiver shall have authority over all units within the Association which are delinquent on their assessments, including, but not limited to:

- i. All units within the Mirassou Buildings which are occupied by unit owners who are delinquent in paying Assessments to the Association;
- ii. All units that are occupied by a "Foreclosure Tenant" while said unit and unit owner(s) is the subject of a current lawsuit filed by

⁷ Payment instructions will be in accordance with Court order.

the Association to foreclose its statutory lien for past due Assessments;

- iii. All units that are occupied by tenants ("Delinquent Receivership Tenants") of unit owners who are delinquent in paying Assessments to the Association; and
- iv. All units that are "Abandoned Units" with such unit being defined as one which is vacant⁸ for more than 30 days and the unit owner is delinquent for more than Five Hundred Dollars and Zero Cents (\$500.00) of his/her Assessments.

Delinquent Units within the scope of the Receivership are collectively referred to herein as "Delinquent Receivership Units." Once a unit is designated as a "Delinquent Receivership Unit," it shall remain a Delinquent Receivership Unit until such time as all amounts due and owing have been paid.

23. With respect to Delinquent Receivership Units, the General Receiver shall have the power to do the following:

- i. To manage all financial matters of the Association as it relates to each of the Delinquent Receivership Units while such unit is otherwise delinquent in its Assessments owed to the Association;
- ii. To collect rents from Delinquent Receivership Units, Foreclosure Tenants and Delinquent Receivership Tenants who are occupying a unit within the Mirassou Buildings under a rental or lease agreement with any unit owner(s) who is delinquent in his or her payment of Assessments;
- iii. To issue notices under Fla. Stat. § 83.56 and sue for eviction under Fla. Stat. §§ 83.59-83.625 and/or removal proceedings as if the General Receiver were the landlord, if the Foreclosure Tenants or the Delinquent Receivership Tenants fail to pay a required payment to the General Receiver as directed by this Agreed Order;
- iv. To manage and rent out and/or otherwise lease vacant Delinquent Receivership Units or Abandoned Units, make reasonable repairs, and remove squatters;

⁸ If an Abandoned Unit is rented or leased by the General Receiver, said unit shall then be deemed to be occupied by a Delinquent Receivership Tenant.

- v. To begin a foreclosure action on any Delinquent Receivership Unit against the unit owner or other responsible party;

24. The General Receiver is granted the authority to approve or disapprove any occupant of the Delinquent Receivership Units for the protection of the Mirassou Buildings and its inhabitants.

25. As part of the collection process, the General Receiver, by and through his accountant, independent accounting firm, law firm, and/or collection firm, is granted the right to issue all pay-off letters and estoppels on behalf of the Association during the time this Agreed Order is in effect, and granting the General Receiver the authority through his or her accountant, independent accounting firm, law firm, and/or collection firm to collect funds during the Receivership from any Foreclosing Lender and/or Mortgage Holder that eventually takes title to the subject property to pay for the General Receiver's collection fees, the General Receiver's legal and accounting fees and costs, inspection reports, and all prior legal fees and costs owed by the Association to its counsel and/or prior counsel, on a per unit basis or as that individual unit owner is foreclosed upon by its respective mortgage lender(s) (whereby such fee would be paid on a *pro rata* basis before or at the time of closing when the Mortgage Lender ultimately resells the individual Unit), in order to clear the General Receiver's lien granted by the Court for all monies owed.

26. The General Receiver shall not be responsible for the payment of any real property taxes on the Delinquent Receivership Units and/or damages sustained to any such unit by virtue of the Receivership and/or by virtue of the letting of such Units to pay the outstanding Assessments due on the Delinquent Receivership Unit.

27. The Foreclosure Tenant(s) and Delinquent Receivership Tenant(s) shall pay to the General Receiver all rents which were due to the applicable unit owner(s). Should the General

Receiver determine that the unit owner(s) and/or Foreclosure/ Delinquent Receivership Tenant(s) are not being truthful as to the actual amount or terms of rent being paid to the unit owner by said Tenant, the General Receiver is authorized to negotiate and enter into a lease agreement with Tenant providing for rent at fair market value for a reasonable term. Any lease agreement entered into by the General Receiver for rental of a Delinquent Receivership Unit shall be honored by the unit owner (or his successors and/or assigns) when such Delinquent Receivership Unit ceases to be a Delinquent Receivership Unit.

28. In the event a Delinquent Receivership Unit Owner receives rents from a Foreclosure Tenant or a Delinquent Receivership Tenant which should have been paid to the General Receiver, the unit owner shall pay such rents to the General Receiver forthwith. All applicable legal remedies in connection with a violation of this Agreed Order shall be available to the General Receiver should any Foreclosure Tenant, Delinquent Receivership Tenant, or Delinquent Receivership Unit Owner violate this Agreed Order.

29. The General Receiver shall, from the rents collected from Foreclosure Tenants and Delinquent Receivership Tenants, first pay the costs and fees of General Receiver, then disburse those monies due to the Association pursuant to the amount of Assessments due and owing (and/or applicable lien or pending foreclosure in accordance with Florida Statute Section 718.116(3)), with the remaining balance, if any, to be paid to the unit owner of record or the unit owner's designee until further order of this Court.

30. Any aggrieved unit owner whose rents from a Foreclosure Tenant have been collected by the General Receiver, as permitted herein, may timely file for relief from this Court wherein the foreclosure action is pending if good cause is shown for the relief requested.

31. Any aggrieved unit owner whose rents from a Delinquent Receivership Tenant have been collected by the General Receiver, as permitted herein, may timely file for relief from this Court if good cause is shown for the relief requested.

32. The General Receiver shall maintain a separate accounting for each Delinquent Receivership Unit for which rents are collected under this Agreed Order. Said accounting shall include, but not be limited to, the active case number of the applicable foreclosure complaint if such a complaint has been filed, identifying information of the unit and unit owners, the amounts collected and the application of each payment. The General Receiver shall prepare a separate final accounting for each Delinquent Receivership Unit when there is a final disposition of the underlying foreclosure action or at such time that the Delinquent Receivership Unit is current on Assessments such that it is no longer deemed a Delinquent Receivership Unit. Said final accounting shall include a copy of all receipts and disbursements and the final accounting shall be furnished within ten (10) business days after written request. An additional copy of all periodic accountings, if any, and the final accounting shall be furnished to the unit owner within ten (10) business days after written request by the unit owner to the General Receiver.

REPORTING

33. The General Receiver shall prepare and file with this Court a full and detailed inventory, under oath, of all property coming into his or her possession within twenty (20) days of the effective date of this Agreed Order and thereafter shall prepare and file with this Court supplemental reports within thirty (30) days after the end of each calendar month. The reports shall account for any additional property or effects subsequently discovered or that have come into the General Receiver's hands since the effective date of this Agreed Order.

- a. The reports shall include the General Receiver's fees and costs, attorneys' fees and other professional fees and costs, including such fees and costs

related to remedying the fire safety, building and elevator safety violations of the Code of Miami-Dade County, and to the preparation of the required reports. Additionally, the amount remaining in the General Receiver's possession or invested by the General Receiver, and the manner in which those amounts are secured or invested must be set forth, stating the balance as of the time of the last account and receipts and expenditures since that time. The General Receiver shall provide copies of the above to parties and/or counsel of record.

34. All parties herein are directed to promptly review the General Receiver's reports. Any objection to the matters therein, for money or otherwise, must be filed and served with the Court with specificity within fifteen (15) days of the date such report is filed. Failure to file specific objection to the report within such time period will constitute an absolute bar to any objection.

INDEMNIFICATION

35. The General Receiver, his/her agents, representatives, affiliates, and attorneys are indemnified by the Association for any and all liability whether in tort or in contract, associated with the performance of the services of the General Receiver.

36. The General Receiver is an officer and fiduciary of the Court and no party may bring suit against the General Receiver without leave of this Court. Suit may only be brought against the General Receiver for gross negligence, or willful misconduct, but in no event, without prior leave of this Court.

GENERAL PROVISIONS

37. Prior to the collection of rents, the General Receiver shall mail or hand deliver a true copy of this Agreed Order to all Tenants and residents of the Mirassou Buildings at the

property address of the unit and by certified mail to the unit owner at the last known address of the unit owner.

38. Within five (5) days of the effective date of this Agreed Order, the General Receiver shall file with the Court an Oath and Acceptance of Receivership, accepting the appointment and agreeing to faithfully perform his or her duties as General Receiver.

39. The General Receiver shall file a good and sufficient bond in the sum of Five Thousand Dollars and Zero Cents (\$5,000.00) to secure the faithful performance of his duties.

ACCOUNTING FOR FUNDS

40. The General Receiver is further empowered, within his or her discretion, to investigate, document, and account for the receipt, disbursement, and use of all funds by the Receiver prior to the effective date of this Agreed Order and the prior Receiver (if any) is hereby directed to cooperate in this endeavor and enjoined from interfering in the performance of these duties.

CONCLUSION OF RECEIVERSHIP

41. When the fire safety, building, elevator safety violations of the Code of Miami-Dade County, and any other life and safety issues or legal violations are remedied, the Receiver shall file a final report so stating and seek discharge of the receivership.

42. This Court retains jurisdiction of this matter to enter such orders as may be just and proper.

DONE AND ORDERED in Chambers at Miami-Dade County, Florida, on 03/18/15.



ERIC HENDON
CIRCUIT COURT JUDGE

**No Further Judicial Action Required on THIS
MOTION
CLERK TO RECLOSE CASE IF POST
JUDGMENT**

The parties served with this Order are indicated in the accompanying 11th Circuit email confirmation which includes all emails provided by the submitter. The movant shall IMMEDIATELY serve a true and correct copy of this Order, by mail, facsimile, email or hand-delivery, to all parties/counsel of record for whom service is not indicated by the accompanying 11th Circuit confirmation, and file proof of service with the Clerk of Court.

Signed original order sent electronically to the Clerk of Courts for filing in the Court file.

Copies furnished to all counsel of record, including but not limited to:

| | | |
|---|--|---|
| <p>Carl F. Schoeppl, Esq. Terry A. C. Gray, Esq. 4651 North Federal Highway Boca Raton, Florida 33431 Telephone: (561) 394-8301 Facsimile: (561) 394-3121 E-mail: carl@schoepplburke.com E-mail: tgray@schoepplburke.com Counsel for Mirassou Condominium Assoc. Inc. Ronald I. Strauss, Esq., P.A. 2340 South Dixie Highway Miami, FL 33133 Telephone: (305) 285-4100 Facsimile: (305) 858-3100 E-mail: pleadings@ronstrausslaw.com E-mail: rslawpa@aol.com Counsel for Caridad Ortega</p> | <p>R. A. Cuevas, Jr., Esq. Miami-Dade County Attorney Altanes Phenelus, Esq. Assistant County Attorney Miami Dade County Attorney's Offices 111 N.W. 1st St. Suite 2810 Miami, FL 33128-1930 Telephone: (305) 375-3767 Facsimile: (305) 375-5611 E-mail: altanes@miamidadec.gov E-mail: Sherman@miamidadec.gov E-mail: HCR2@miamidadec.gov Miami-Dade County, <i>Intervener</i> Richard J. Adams, Esq. Adams & Associates, P.A. 1165 West 49th Street, Suite 107 Hialeah, FL 33014 Telephone: (305) 824-9800 Facsimile: (305) 824-3868 richard@richardadamslaw.com Counsel for Barbara Gonzalez</p> | <p>Bridgette Alvarez, Esq. Miami Legal, P.A. 300 Aragon Avenue, Suite 255 Coral Gables, FL 33134-5048 Telephone: (305) 668-6449 Facsimile: (305) 668-6559 E-mail: bridgette@c-a-lawfirm.com Counsel for Caridad Ortega</p> |
|---|--|---|



Jorge J. Perez

Of Counsel, Miami

T +1 305 577 2806

jorge.perez@squiresanders.com

Practice Focus

- Litigation
- Restructuring & Insolvency
- Restructuring & Insolvency Litigation
- Commercial Litigation
- Financial Services Litigation

Education

- University of Florida College of Law, J.D., with honors (1988)
- University of Miami, B.B.A., magna cum laude (1984)

Admissions

- Florida
- U.S. Court of Appeals for the Eleventh Circuit
- U.S. District Court for the Southern District of Florida
- U.S. District Court for the Middle District of Florida

Languages

- English
- Spanish

Jorge J. Perez is a respected former Circuit Court Judge who was appointed to the bench by Governor Jeb Bush. Jorge brings a wealth of knowledge to our clients. He specializes in receiverships, fiduciary appointments, mediation, arbitration and general commercial litigation matters.

Jorge has extensive litigation experience in state, federal and administrative courts on the trial and appellate levels. During his four years as Circuit Court Judge in the 11th Judicial Circuit, Miami-Dade County, Florida, Jorge presided over nearly 100 jury and bench trials to verdict or ruling. Since leaving the bench to return to private practice in 2007, he has received numerous court appointments as Receiver, Special Magistrate, Special Master, and Mediator. His broad expertise includes receiverships, special magistrate appointments and other fiduciary appointments, as well as arbitration, mediation, and commercial litigation.

Earlier, Jorge served as assistant district counsel at the Department of Homeland Security in Miami where he represented the U.S. government in all forms of federal immigration administrative and judicial proceedings. A recipient of the Miami District Office's Superior Achievement Award in 2001, Jorge was the lead prosecutor in a successful high profile anti-terrorist case as well as dozens of high profile and complex immigration matters.

REPRESENTATIVE EXPERIENCE

- Appointed Custodian Pendente Lite over wholesaler of wireless prepaid personal identification numbers with annual sales of more than \$140 million, to oversee and resolve disputes between management. Matter was filed under Florida Corporate Dissolution Statute.
- Appointed Receiver over Five Star luxury hotel, resort and spa in Bal Harbour, Florida. Oversaw operations of hotel and shared facilities, tasked with controlling and directing operations of hotel, resort and spa, supervising litigation related to enhancement of receivership estate and investigation of misuse of funds based on court findings.
- Appointed Receiver over Five Star luxury hotel and condominium complex in Sunny Isles, Florida. Rescued hotel from immediate closing by retaining, after an extensive search and vetting process, a new major hotel operator while facilitating transition from prior operator. Negotiated and placed into effect new management agreement for hotel operations. Oversaw investigation and repair of numerous structural defects in building as well as litigation of claims such as initiating foreclosures and commercial litigation matters

against unit owners and vendors owing sums to receivership estate.

- Appointed Interim Receiver in matter concerning local insurance company to default judgment against insurer. Investigated the matter and provided the court a report outlining a procedure to review the validity of the judgment creditors' interests while providing due process to the insurer.
- Appointed Receiver over large rental housing complex in Miami Springs, Florida. Conducted extensive investigation which uncovered the sale of the underlying property, a fact previously unknown to the court. Continue to oversee litigation of matters critical to the receivership estate such as evictions and pre-receivership vendor claims.
- Appointed Receiver over 80,000 square foot Class A office building, brought professional management into the building, and oversaw marketing of the building while successfully uncovering numerous and questionable real estate conveyances connected with the building.
- Appointed Receiver over multi-million dollar family estate in which family members were engaged in contentious litigation threatening the assets of the estate. Successfully marshaled the assets, recovering assets of the estate spread throughout the nation. Managed the estate's properties while providing a thorough accounting to the court of the use and dissipation of assets. These efforts directly contributed to an amicable resolution of what was a bitter and contentious litigation, thus rescuing the bulk of the estate for the family.
- Appointed Receiver over local landmark business. revived the business from financial collapse, established profitable operating practices and allowed the lender the opportunity to receive regular disbursements from the business.
- Appointed Receiver of a multi-million dollar warehouse development complex. Receivership included the completion of an abandoned warehouse project and supervision of related litigation. Worked with various local, state and county agencies to remove legal obstacles to the completion of the project.
- Appointed Receiver in various matters involving condominium associations.
- Appointed lead counsel to Receiver in a federal prosecution of a "boiler room operation" involving the illegal sale of investment instruments. The action was initiated by the Securities and Exchange Commission in the United States District Court for the Southern District of Florida.
- Appointed as Special Master in numerous insurance dispute matters as well as Umpire in various cases ranging up to over \$100 million at issue.
- Lead local counsel in \$40 million foreclosure action representing borrowers including counterclaims for RICO violations, among

others.

- Litigated numerous adversary proceedings under bankruptcy code.
- Served as one of the lead counsel in representing Fortune 500 consumer products company in antitrust/patent infringement matter in federal district court in Miami.
- Served as co-lead counsel in representing major accounting firm in federal district court in Miami alleging securities fraud and shareholder derivative actions. Case settled before trial.
- Successfully represented major financial institution in state trial court in multimillion dollar breach of contract and foreclosure matter involving aircraft engines and components. Prevailed on summary judgment, affirmed on appeal.
- Served as co-lead counsel representing major insurance company in environmental insurance coverage lawsuit in a multi-defendant, complex insurance coverage matter in federal district court in Miami with insured/plaintiff seeking multi-million dollar damages against its general liability insurers. Prevailed on summary judgment, affirmed on appeal.
- Successfully represented local financial institution in state court action involving post foreclosure proceeding against a law firm that submitted fraudulent bids on behalf of client to delay sale of client's property. In a case of first impression under Florida law, law firm was held liable for acts committed on behalf of client.
- One of trial counsels representing major airline in its labor disputes with various unions litigated in state trial court. Representation included preparation, filing and responding to numerous emergency injunction hearings.

**REPRESENTATIVE EXPERIENCE – CIRCUIT COURT JUDGE,
11TH JUDICIAL CIRCUIT, MIAMI**

- Appointed in May of 2003 to the bench by Governor Jeb Bush after competitive selection process with over 60 applicants. Elected without opposition in November of 2004 under Florida's mixed appointment/election judicial retention system.
- Presided over nearly 100 jury and bench trials to verdict or ruling.
- Assigned to Criminal Division, presiding over major felony cases including murder, sexual battery, organized crimes, money laundering, and identity theft.
- Participated in nearly a dozen Circuit Court Appellate Panels hearing appeals from County Court verdicts, both civil and criminal, as well as municipal zoning decisions. Noteworthy written opinions include *Town of Golden Beach v. City of Sunny Isle Beach*, (Case No. 03-472 AP, 11th Jud. Cir., June 15, 2004), cert. dismissed, 920 So. 2d 632 (Fla. 3rd DCA 2005); *Coral Gables Youth Center Homeowners Assoc. v. City of Coral Gables and 400 University, LLC*, (Case No. 04-018 AP, 11th Jud. Cir. April 20, 2005), cert.

dismissed, 901 So. 2d 246 (Fla. 3rd DCA 2005).

- From 2001 to 2002 presided over cases in the Juvenile Division of the Circuit Court Bench, presiding over dependency and termination of parental rights trials as well as evidentiary hearings affecting abused, abandoned or neglected children.
- Presided over civil trials under Florida's Civil Commitment Statute for Sexual Predators conducted under the Rules of Civil Procedure.
- Consistently rated "qualified" or "exceptionally qualified" by overwhelming majorities in local Bar membership polls.

JUDICIAL HONORS AND COMMUNITY SERVICE

- Presiding Judge in final trial for the ATLA National Student Trial Advocacy Competition championship round held in Miami, Florida in April of 2006.
- Participated on Moot Court Appellate Panel for St. Thomas Law School in March of 2005.
- Founding member in 2004 of the nationally recognized "It's Your Life" Foster Child Transition Program.
- Moderator: Miami Lawyers Chapter of the Federalist Society Presentation; "Can We Enforce Immigration Laws after 9/11?" held in November of 2003.

REPRESENTATIVE EXPERIENCE – ASSISTANT DISTRICT COUNSEL, DEPARTMENT OF HOMELAND SECURITY, MIAMI

- Represented the U.S. government in all forms of federal immigration administrative and judicial proceedings.
- Lead prosecutor in successful anti-terrorist case of *Al-Najjar v. Ashcroft*, 257 F. 3d 1262 (11th Cir. 2001) Prosecution of this matter commenced in 1997 and concluded in 2001 with an affirmance of final order of deportation by the United State Court of Appeals for the Eleventh Circuit. Entire litigation including appeals lasted five years. Case received extensive media coverage both nationally and internationally. Worked extensively with DOJ, FBI, INS, DEA, CIA, and Customs agents and official in Miami, Washington D.C. and Tampa throughout the prosecution. Prosecution of this case was a linchpin in the U.S. Government's elimination of a Tampa based cell of the foreign terrorist group Palestinian Islamic Jihad.
- Assigned as senior prosecutor in Special Case Litigation Unit of the Miami District Office. Handled dozens of high profile and complex immigration matters on behalf of U.S. Department of Justice/Immigration and Naturalization Service and its successor agency, the Department of Homeland Security/Immigration and Customs Enforcement.
- Additional extensive experience in employer sanctions and denaturalization matters.
- Recipient of Miami District Office Superior Achievement Award in

June of 2001.

PROFESSIONAL ASSOCIATIONS

- The Cuban American Bar Association
- The Dade County Bar Association
- Bankruptcy Bar Association of The Southern District of Florida
- The Florida Fiduciary Forum
- The Miami-Dade Justice Association
- The Federal Bar Association
- The American Bar Association
- The Federalist Society, Miami Lawyer's Chapter

PUBLICATIONS

- "Reforming the Fiduciary Appointment Process: The Central Role of the Judiciary and the Need for Diversity," *The Daily Business Review*, June 6, 2011.

PRESENTATIONS

- "Gun Control: A Transatlantic Comparison between Europe and the USA," Roundtable hosted by Florida International University, September 2012.
- "The Foreclosure/Housing Crisis: The State of the Economy and How We Got There," September of 2010, hosted by Sabadell Bank and the CPA firm of Kaufman & Rossin & Co, P.A.
- "Successful Trial Techniques: What Judges Like and Do Not Like To See," hosted by the North Dade Bar Association, November 2009.
- Moot Court Appellate Panelist for St. Thomas Law School, March 2005.
- "Can We Enforce Immigration Law after 9/11?" Moderator, Miami Lawyers Chapter of the Federalist Society; November 2003.

AWARDS AND HONORS

- Member; American Arbitration Association Roster of Neutrals
- AV Peer Review Rated by *Martindale-Hubbell*
- Circuit Court Judge, 11th Judicial Circuit, Miami-Dade County, Florida (May 2003-November 2007)
- Recipient, United States Department of Homeland Security, Miami District Office, Superior Achievement Award, June 2001

COMMUNITY ACTIVITIES

- Founding member in 2004 of the nationally recognized "It's Your



Life" Foster Child Transition Program.

- Presiding Judge in final trial for the ATLA National Student Trial Advocacy Competition championship held in Miami, April 2006.
- Board of Directors for the Kristi House, Inc., a non-profit organization devoted to providing a healing environment for all child victims of sexual abuse and their families, regardless of income, through prevention, treatment and coordination of services with our community partners.