

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

CASE NO: 2017-20761 CC-23

CRSJ, INC.,

Plaintiff,

Vs.

A&S ENTERTAINMENT, LLC,

Defendant.

ORDER ON DEFENDANT'S MOTION TO DETERMINE RENTS

THIS CAUSE having come on to be heard on January 29th, 2018, on Defendant's Motion to Determine Rents due from the Tenant, A&S ENTERTAINMENT, LLC, to the Landlord, CRSJ, Inc., and the Court having heard the testimony of Ciara Jones, Jim Fulford and from Karen E. Lee, CPA, the Landlord's expert and having considered the record, the exhibits admitted into evidence and argument of counsel, finds and orders as follows:

1. On December 5th, 2017, the Landlord served a five (5) day notice alleging the sum of \$801,874.91 due as a result of the Tenant's failure to pay rent. Pursuant to the Lease, the Landlord's calculation for the most recent month of rent included (1) the base rent of \$48,620.25 per month (based on a five (5%) annual increase); (2) 5% of the Storm Water Charge at \$24.94; (3) 5% of the Common Area Maintenance at \$78.80; (4) 5% of the estimated real estate tax bill at \$361.12; (5) 1/12th of insurance policy on Tenant's freestanding building at \$500; and (6) 5% of the total property insurance policy at \$241.67. The insurance referenced in item #5 above is based upon the Landlord's contention that the Tenant failed to comply with its obligation to provide liability insurance with the Landlord as an additional insured. Finally, the Landlord also

charged late fees and interest for each payment that was late in accordance with the terms of the Lease.

2. The Tenant disputes the base rent was up to \$48,620.25 based on conflicting language in the Lease relating to an annual increase of “four (5%) percent” (*sic*).

3. The Tenant disputes its obligations to pay items 2-6 listed in Paragraph 1 above because of its belief that the Lease was gross in nature pursuant to the terms of a Final Judgment entered in another action between the Parties styled as CRSJ, Inc. v. A & S Entertainment, LLC, Miami-Cade County Court Case No. 11-30316 CC 23 (the “Final Judgment”). Notwithstanding the Tenant’s denial, the Tenant did not provide any evidence, except for the Tenant’s representative stating she never received invoices regarding the amount of rent due, regarding the amount of rent due.

Based upon the foregoing, it is

ORDERED AND ADJUDGED:

a. The Court orders the Tenant to pay all arrears of rent which includes the base rent with four (4%) annual increases, five (5%) percent of the real estate taxes for Miami-Dade County Folio #30-2112-023-0010 as of the date paid (and not accrued on a monthly basis), 5% of the Storm Water Charges, 5% of the Common Area Maintenance, sales tax, late charges and finance charges, pursuant to the terms of the Lease. All payments received from the Tenant shall be applied first to the oldest balance due, if any.

b. For purposes of this hearing, the Court will defer on the Landlord’s claim for payment of insurance. Accordingly, as of the date of this Order, the Court orders that the Tenant, A&S ENTERTAINMENT, LLC, pay the arrears of rent to the Landlord, CRSJ, Inc., the

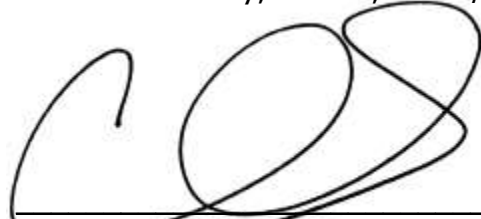
sum of **\$680,811.65**, in escrow if the parties agree on the form of an escrow agreement, otherwise with the Court's Registry, PLUS THE REGISTRY FEE, NO LATER THAN 12:00 NOON, FEBRUARY 13, 2018.

d. As and for ongoing rent commencing February 1, 2018 and each month thereafter, the Tenant shall be obligated to deposit the sum of \$48,769.85 plus sales tax of \$3,406.63, in escrow if the parties agree on the form of an escrow agreement, otherwise with the Court's Registry. In addition, the Tenant shall be responsible to provide liability insurance in accordance with the terms of the Lease reflecting the Landlord as an additional insured. The Tenant shall be given fifteen (15) days to provide proof of liability insurance naming the Landlord as an additional insured.

e. Should the Tenant fail to pay the arrears of rent in the sum of **\$680,811.65** BY 12:00 NOON, FEBRUARY 13, 2018 or should the Tenant fail to pay the ongoing rents in the sum of \$52,176.48 on or before the 1st of each month, INCLUDING RENT PREVIOUSLY DUE FEBRUARY 1, 2018, or fail to provide evidence of liability insurance reflecting the Landlord as an additional insured within the time set forth herein, upon the filing of an affidavit of nonpayment by the Landlord, the Court will strike the Tenant's pleadings, enter a default and issue a writ of possession, forthwith.

f. The sums set forth herein are determined solely for the purpose of determining the rent to be paid into the registry during the pendency of this action and is without prejudice to either party to present evidence of amounts due in rents or credits against the rents, including amounts not allowed for purposes of the Motion to Determine Rents or for payments and credits not included or allowed for purposes of the Motion to Determine Rents.

DONE AND ORDERED in Chambers at Miami-Dade County, Florida, on 02/09/18.



CARYN SCHWARTZ
COUNTY COURT JUDGE

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:

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