

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, RELATING TO THE LEASE OF THE PROPERTY LOCATED AT 1560 COLLINS AVE., SUITE 3-4, MIAMI BEACH, BETWEEN THE MIAMI BEACH REDEVELOPMENT AGENCY (“MBRA” OR “LANDLORD”) AND US VINTAGE, INC. (“TENANT”) AND THE CASE STYLED *MIAMI BEACH REDEVELOPMENT AGENCY V. US VINTAGE, INC. ET AL.*; AND APPROVING THE SETTLEMENT BETWEEN THE MBRA, THE TENANT, AND OWNERS JOSHUA GLICKMAN, SHAUL ASHKENAZY, AND EZRA SAIG (COLLECTIVELY WITH THE TENANT, THE “DEFENDANTS”), WITH THE DEFENDANTS TO PAY THE MBRA THE AGGREGATE AMOUNT OF \$450,000, AND AUTHORIZING THE CITY MANAGER, AS EXECUTIVE DIRECTOR OF THE MBRA, AND CITY CLERK, AS SECRETARY, TO EXECUTE THE SETTLEMENT AGREEMENT AND ANY DOCUMENTS RELATED THERETO.

WHEREAS, on or about September 11, 2013, the Miami Beach Redevelopment Agency (“MBRA” or “Landlord”) and US Vintage, Inc. (“Tenant”) entered into a commercial lease agreement (the “Lease”) for the retail space located at 1560 Collins Ave., Suite 3-4, Miami Beach, FL 33139 (“Premises”). The full term of the Lease commenced on October 1, 2013 and expired on September 29, 2023; and

WHEREAS, on or about February of 2021, Tenant began failing to make rent payments and as a result, Notices to Cure Default were sent by the Landlord. On June 16, 2021, MBRA filed a commercial eviction action in the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, styled *Miami Beach Redevelopment Agency v. US Vintage, Inc. et al.*, Case No. 2021-014138-CA-01; and

WHEREAS, the Defendants, in part, attribute the COVID-19 pandemic crisis for severely impacting business revenues and local economies overall; and

WHEREAS, on July 21, 2021, Landlord regained possession of the Premises, at which time, Defendants’ rent was in arrears in the amount of approximately \$287,767, with additional amounts of approximately \$600,000 asserted as damages incurred prior to reletting the Premises to a new tenant; and

WHEREAS, the City and the Defendants (collectively referred to as “the Parties”) desire to avoid incurring further costs of litigation, and seek to resolve all matters in controversy, disputes, and causes of action between the parties in an amicable fashion; and

WHEREAS, at mediation, the Parties reached a full and final compromise and settlement of all matters, causes of action, claims and contentions between them (“the Settlement Agreement”), which is in the best interest of the City; and

WHEREAS, the Settlement Agreement, which is attached hereto as Exhibit “A”, is contingent upon approval of the Mayor and City Commission; and

WHEREAS, the Settlement Agreement calls for the payment of Four Hundred and Fifty Thousand U.S. Dollars (\$450,000) from the Defendants to the MBRA; and

WHEREAS, the Mayor and City Commission desire to approve the Settlement Agreement and authorize the settlement payment to be made to the MBRA's JP Morgan Chase account.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND THE CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA: relating to the lease of the property located at 1560 Collins Ave., Suite 3-4, Miami Beach, between the Miami Beach Redevelopment Agency ("MBRA" or "Landlord") and US Vintage, Inc. ("Tenant") and the case styled Miami Beach Redevelopment Agency v. US Vintage, Inc. et al.; and approving the settlement between the MBRA, the Tenant, and owners Joshua Glickman, Shaul Ashkenazy, and Ezra Saig (collectively with the Tenant, the "Defendants"), with the Defendants to pay the MBRA the aggregate amount of \$450,000, and authorizing the City Manager, as Executive Director of the MBRA, and City Clerk, as Secretary, to execute the Settlement Agreement and any documents related thereto.

PASSED and ADOPTED this _____ day of January, 2024.

Steven Meiner, Mayor

ATTEST:

Rafael E. Granado, City Clerk

**APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION**



YL 1-17-24

SETTLEMENT AGREEMENT

This Settlement Agreement (“**Settlement Agreement**”) is entered into by and between MIAMI BEACH REDEVELOPMENT AGENCY (“MBRA”), on the one hand, and US VINTAGE, INC. (“USV”), JOSHUA GLICKMAN (“Mr. Glickman”), SHAUL ASHKENAZY (“Mr. Ashkenazy”) and EZRA SAIG (“Mr. Saig”), on the other hand. MBRA, USV, and Messrs. Glickman, Ashkenazy and Saig may be referred to herein as a “**Party**” or collectively as the “**Parties**.”

WHEREAS, on June 16, 2021, MBRA filed its Complaint for Commercial Tenant Eviction and For Damages (“**Complaint**”) against USV related to the Anchor Shops at South Beach Retail Lease (the “**Lease**”, attached as Exhibit “A” to the Complaint) in the case styled *Miami Beach Redevelopment Agency, a public body corporate and politic, v. US Vintage, Inc., Joshua Glickman, Shaul Ashkenazy and Ezra Saig*, Case No. 2021-014138 CA 01 (CA25), in the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida (the “**Lawsuit**”);

WHEREAS, MBRA also filed its Complaint in the Lawsuit against Messrs. Glickman, Ashkenazy, and Saig related to certain Unconditional Guaranty attached as exhibit to the Complaint (collectively, USV, Mr. Glickman, Mr. Ashkenazy and Mr. Saig may be referred to herein as “**Defendants**”);

WHEREAS, the Defendants filed their Answer and Affirmative Defenses in the Lawsuit on September 3, 2021, denying all claims raised in the Lawsuit against them by MBRA, and raising various affirmative defenses;

WHEREAS, pursuant to the terms set forth below, without admitting any liability or fault whatsoever, and solely to avoid further litigation or proceedings, the Parties desire to settle the Lawsuit in full;

NOW, THEREFORE, in consideration of the recitals set forth above and the promises contained in this Settlement Agreement, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by each Party, the Parties, on behalf of themselves and their respective officers, directors, owners, agents and assignees, agree as follows:

1. SETTLEMENT PAYMENT

1.1 Payment Terms. The Defendants shall pay, or will cause to be paid, to MBRA a one-time lump-sum payment of Four Hundred and Fifty Thousand U.S. Dollars (US\$450,000.00) in immediately available funds (“**Payment**”). The Payment shall be due thirty (30) days after the Effective Date of the Settlement Agreement. The wire shall make reference to: “Full Settlement Payment Case 2021 014138 CA 01, Miami-Dade County, Florida”.

1.2 Effective Date. The **Effective Date of the Settlement Agreement** is the date when the last Party to execute this Settlement Agreement signs and dates it, and the Settlement Agreement is thereby fully signed and dated by all Parties hereto.

1.3 Method. The Payment shall be made by wire transfer in U.S. Dollars and in immediately available funds to the bank account designated in **Exhibit B** by MBRA.

EXHIBIT "A"

1.4 Taxes. Each Party shall be responsible for any duties, taxes, or levies to which it is subject as a result of any payment pursuant to this Settlement Agreement by any jurisdiction.

2. DISMISSAL OF THE LAWSUIT

MBRA shall file a Voluntary Dismissal with Prejudice of the Lawsuit within five (5) days upon receipt of Payment into the designated bank account. The Parties agree to the substantial form of the voluntary dismissal attached hereto as **Exhibit A**.

3. RELEASES

3.1. Mutual Releases - Litigation. Except as to claims that arise from this Settlement Agreement, upon the Effective Date of the Settlement Agreement, each Party, on behalf of itself/himself, its affiliates and their respective directors, officers, employees, legal successors, agents, principals, and assigns hereby irrevocably and unconditionally releases, acquits, holds harmless, and forever discharges (a) the other Parties, (b) each Party's past, current, and future affiliates, and (c) their respective directors, owners, officers, employees, managers, members, principals, partners, shareholders, guarantors, agents, consultants, representatives, successors, assigns (including Marco Destin, Inc.), and attorneys of the persons in (a) or (b) above (the "**Released Entities and Persons**"), from any and all claims, causes of action, demands, liability, losses, damages, legal fees, costs and any other claims of compensation or liability whatsoever, known or unknown, suspected or unsuspected, in law or equity (collectively "Claims"), wherein such Claims are based upon, arise out of or relate to the Lawsuit and/or the Lease and/or the Unconditional Guaranty, and/or the conduct of settlement negotiations before the Effective Date (except for representations and obligations expressly included in this Settlement Agreement).

4. Settlement Procedures.

First, this Settlement Agreement shall be submitted for approval to the Mayor and City Commission of the City of Miami Beach, serving in its capacity as the Miami Beach Redevelopment Agency Board, in January 2024. If approval is not obtained, then this Settlement Agreement shall terminate by operation of law.

Second, upon approval by the Mayor and City Commission of the City of Miami Beach, MBRA shall have its authorized representative sign and date this Settlement Agreement.

Third, after MBRA executes this Settlement Agreement, its counsel Yoe Lopez, Esq., shall email the executed Settlement Agreement to counsel for the Defendants, Carlos Nunez-Vivas, Esq. at carlos@wnlawgroup.com

Fourth, upon receipt, counsel for the Defendants shall cause the Defendants to execute and date this Settlement Agreement, and forward a fully executed copy of the Settlement Agreement to Mr. Lopez at YoeLopez@miamibeachfl.gov

Fifth, Defendants shall make or cause to be made the Payment within thirty (30) days after the Effective Date of the Settlement Agreement.

Sixth, MBRA shall file a Voluntary Dismissal with Prejudice of the Lawsuit within five (5) days upon receipt of Payment into the designated bank account.

5. NO ADMISSION OF LIABILITY

By entering into this Settlement Agreement, none of the Parties hereby admits any fault, injury, harm, wrongdoing, liability or the truth of any allegation contained in the pleadings of the other Party or in any other papers relating to the Lawsuit, nor that the Settlement Agreement in any way reflects or constitutes an admission of liability or wrongdoing by any Party in any respect under any law or statute.

6. PARTIES' COSTS AND FEES

Each Party shall bear their own costs and attorney fees incurred in connection with the Lawsuit, including the negotiation and consummation of this Settlement Agreement.

7. REPRESENTATIONS

7.1. MBRA Representations.

MBRA, on behalf of itself and its affiliates, represents and warrants that (i) all corporate and public action necessary for the authorization, execution, and delivery of this Settlement Agreement by MBRA and the performance of its obligations hereunder has been taken; (ii) each person whose signature appears hereon warrants and guarantees that he or she has been duly authorized and has full authority to execute this Settlement Agreement on behalf of MBRA; and (iii) once fully executed, this Settlement Agreement represents a valid and binding obligation on MBRA and the City of Miami Beach, Florida.

7.2. USV Representations.

USV represents and warrants that: (a) all corporate action necessary for the authorization, execution and delivery of this Settlement Agreement by it and the performance of its obligations hereunder has been taken; (b) each person whose signature appears hereon warrants and guarantees that he or she has been duly authorized and has full authority to execute this Settlement Agreement on behalf of USV; and (c) once fully executed, this Settlement Agreement represents a valid and binding obligation of USV.

7.3. Messrs. Glickman, Ashkenazy and Saig Representations.

Messrs. Glickman, Ashkenazy and Saig, each represent and warrant that: (a) all representations contained in the Agreement are true and accurate and that such representations are deemed to be given or repeated by each party; and (b) once fully executed, this Settlement Agreement represents a valid and binding obligation of each individual.

8. NOTICES AND OTHER COMMUNICATIONS

Any notice or other communication pursuant to this Settlement Agreement shall be made by registered mail (return receipt requested), Federal Express, UPS or DHL (or other nationally recognized courier) and will be effective upon delivery to the listed addresses ("**Notice**") below, except for Notices sent by registered mail which will be effective upon the earlier of (1) actual receipt thereof by the designated recipient (*i.e.*, the "Attn:" recipient), if any, following delivery to

the listed addresses below or (2) five (5) days after delivery to the listed addresses below. Such notice or communication shall be mailed to the addresses below, or to such other address as each Party shall provide by notice given in accordance herewith. If an e-mail address has been provided, the sending Party shall also send a courtesy copy of such notice or other communication to such e-mail address.

If to MBRA

Miami Beach Redevelopment Agency
Attn: Yoe Lopez, Esq.
Assistant City Attorney
City of Miami Beach
1700 Convention Center Drive, 4th Floor
Miami Beach, Florida 33139
Tel: 305.673.7470
Email: yoelopez@miamibeachfl.gov

If to Defendants

Wasserstein & Nunez, PLLC
Attn: Carlos A. Nunez-Vivas, Esq. (carlos@wnlawgroup.com)
1124 Kane Concourse
Bay Harbor, FL 33154
Tel: 305.563.1011
Email: carlos@wnlawgroup.com; jc@wnlawgroup.com

9. GENERAL PROVISIONS

9.1. Choice of Law. The laws of the State of Florida, exclusive of conflict of law provisions, shall apply in any controversy or claim arising out of or relating to this Settlement Agreement (any such dispute, a “**Covered Dispute**”).

9.2. Venue. Each Party agrees to exclusive personal jurisdiction and venue in the state courts in Miami, Miami-Dade County, Florida, for all Covered Disputes.

9.3. Partial Invalidity. If any provision of this Settlement Agreement shall be found or is held to be invalid or unenforceable, the remainder of this Settlement Agreement shall be valid and enforceable and the Parties shall negotiate, in good faith, a substitute, valid and enforceable provision which most nearly effects the Parties’ intent in entering into this Settlement Agreement.

9.4. Modification. No alteration, amendment, waiver, cancellation or any other change in any term or condition of this Settlement Agreement shall be valid or binding on any Party unless the same shall have been mutually assented to in writing by all Parties.

9.5. Independent Legal Advice. The Parties acknowledge that they have been advised or had the opportunity to be advised by their own independently selected counsel and other

advisors in connection with this Settlement Agreement and enter into this Settlement Agreement solely on the basis of that advice and on the basis of their own independent investigation of all of the facts, laws and circumstances material to this Settlement Agreement or any provisions thereof, and not in any manner or to any degree based upon any statement or omission by any other Party and/or its counsel.

9.6. Construction. Each Party has cooperated in the drafting and preparation of this Settlement Agreement. Hence, this Settlement Agreement shall not be construed against any Party on the basis of that Party being the drafter.

9.7. Entire Agreement. This Settlement Agreement, including the Exhibits, constitutes and contains the final, complete and exclusive Settlement Agreement and understanding among the Parties. This Settlement Agreement supersedes and replaces all prior negotiations and all written agreements, proposed or otherwise, whether written or oral, concerning the subject matter hereof. This is a fully integrated document.

9.8. Fees and Costs. Each Party shall bear their own costs and attorney fees incurred in connection with negotiation and consummation of this Settlement Agreement and in connection with the Lawsuit.

9.9. Headings. The headings contained herein have been inserted for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

9.10. Incorporation of Whereas Clauses. The “WHEREAS” recitals at the beginning of this Settlement Agreement are incorporated herein in their entirety as if restated here in full and made a part of this Settlement Agreement.

9.11. Execution in Separate Counterparts. Each Party will execute and promptly deliver to the other Party a full copy of this Settlement Agreement pursuant to its terms. Notwithstanding the foregoing, the Parties acknowledge that this Settlement Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, and all of which shall together constitute one and the same instrument.

BY EXECUTING THIS SETTLEMENT AGREEMENT, EACH OF THE PARTIES ACKNOWLEDGES THAT IT HAS READ THIS SETTLEMENT AGREEMENT AND UNDERSTANDS ITS TERMS AND PROVISIONS. For convenience, this Settlement Agreement may be executed by signatures transmitted by PDF or other electronic means. Unless otherwise waived by a signing Party, a signing Party’s signature shall become void if this Settlement Agreement is not fully executed within fifteen (15) days of the date of such signing Party’s signature.

[Remainder of page left intentionally blank, signature blocks appear on the following page]

Miami Beach Redevelopment Agency

Alina T. Hudak, City Manager
Executive Director of the MBRA

Date: _____

ATTEST:

Rafael E. Granado, City Clerk

Date: _____

US Vintage, Inc.

By: _____

Name: _____

Title: _____

Date: _____

Joshua Glickman

Date: _____

Shaul Ashkenazy

Date: _____

Ezra Saig

Date: _____

EXHIBIT A – DISMISSAL WITH PREJUDICE

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

CASE NO.: 21-014138-CA-01

MIAMI BEACH REDEVELOPMENT
AGENCY, a public body corporate and politic,

Plaintiff,

v.

US VINTAGE INC, a Florida profit
corporation; JOSHUA GLICKMAN, an
individual; SHAUL ASHKENAZY, an
individual; and EZRA SAIG, an individual,

Defendants.

_____ /

VOLUNTARY DISMISSAL WITH PREJUDICE

Plaintiff Miami Beach Redevelopment Agency, pursuant to Rule 1.420(a)(1) of the Florida Rules of Civil Procedure informs the Court that the parties have finalized a Settlement Agreement that fully and finally addresses all issues relating to this case. Thus, Plaintiff Miami Beach Redevelopment Agency hereby voluntarily dismisses the entire action against all of the Defendants with prejudice.

Dated: _____, 2024

Respectfully submitted,

By: DRAFT
Yoe Lopez (Fla. Bar No. 1003046)
yoelopez@miamibeachfl.gov
Assistant City Attorney

City of Miami Beach
1700 Convention Center Drive, 4th Fl.
Miami Beach, Florida 33139
Tel: 305.673.7470
Fax: 305.673.7002

CERTIFICATE OF SERVICE

I hereby certify that on _____, 2024, the foregoing was filed through the E-filing Portal through which electronic notification was provided to all counsel and parties of record, including Carlos Nunez-Vivas, Esq. (carlos@wnlawgroup.com).

By: _____

EXHIBIT B – MBRA ACCOUNT DETAILS

Account Details for Wire Transfer

NAME:

BANK NAME:

ABA NUMBER:

SWIFT:

ACCT. NUMBER: