

MXE PACKAGE STORE PROHIBITION

ORDINANCE NO. 2016-4047

AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING CHAPTER 114 OF THE CITY CODE, ENTITLED "GENERAL PROVISIONS," SECTION 114-1, "DEFINITIONS," TO DEFINE PACKAGE STORES; AND AMENDING CHAPTER 142, "ZONING DISTRICTS AND REGULATIONS," ARTICLE II, "DISTRICT REGULATIONS," DIVISION 13, "MXE - MIXED USE ENTERTAINMENT DISTRICT," BY AMENDING SECTION 142-544 THEREOF, ENTITLED "PROHIBITED USES," TO PROHIBIT PACKAGE STORES, PACKAGE SALES OF ALCOHOLIC BEVERAGES, AND ENTERTAINMENT USES IN PACKAGE STORES IN THE MXE DISTRICT; AND PROVIDING FOR REPEALER, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, the City of Miami Beach (the "City") regulates the location, size, hours of operation, and minimum patron age for alcoholic beverage establishments; and

WHEREAS, Chapter 6 of the City Code establishes minimum regulations for the sale and consumption of alcoholic beverages throughout the City, and district-specific alcoholic beverage regulations are set forth in Chapter 142; and

WHEREAS, the Mixed Use Entertainment ("MXE") district, which is the City's entertainment district, is characterized by a variety of uses, ranging in intensity from apartment buildings and retail stores to restaurants and entertainment establishments, which attract a large volume of pedestrians and vehicular traffic; and

WHEREAS, package sales of alcoholic beverages in the MXE district encourage individuals to consume alcoholic beverages in the City's parks, and on the City's streets and sidewalks; and

WHEREAS, the consumption of open containers of alcoholic beverages in public places disturbs the quiet enjoyment of the community, causes undesirable noise, and contributes to litter, noxious odors, and the general degradation of the City; and

WHEREAS, additionally, the consumption of open containers of alcoholic beverages in public places is a violation of Section 70-87 of the City Code; and

WHEREAS, it is therefore in the best interest of the City, and it serves the health, safety, and welfare of the City's residents and visitors, to prohibit package stores and package sales of alcoholic beverages in the MXE district; and

WHEREAS, in *State ex rel. Floyd v. Noel* (Fla. 1936), the Florida Supreme Court recognized that "[i]t is so well settled that no citation of authority is required to support the statement that a municipality exercising the powers inherent in municipal corporations may reasonably regulate the sale of intoxicating liquors and in providing such reasonable regulations

may prohibit the sale of such liquors within certain hours, and also may prohibit the sale of liquors within certain zones"; and

WHEREAS, the Florida Attorney General has opined that a municipality may regulate (1) the hours of sale, (2) zoning of locations in which alcoholic beverages may be sold, and (3) the sanitary conditions under which alcoholic beverages may be dispensed or served to the public. Florida AGO 059-73 (1959); and

WHEREAS, the amendments set forth below are necessary to accomplish all of the above objectives.

NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA:

SECTION 1. Section 114-1 of Chapter 114 of the City Code is hereby amended as follows:

**CHAPTER 114
GENERAL PROVISIONS**

Sec. 114-1. – Definitions

The following words, terms and phrases when used in this subpart B, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

* * *

Overlay district means ~~constitutes~~ a set of regulations which are superimposed upon and supplement, but do not replace, the underlying zoning district and regulations otherwise applicable to the designated areas.

Package store means any store primarily engaged in the business of selling alcoholic beverages for off-premises consumption and that has a license for package sales from the State Division of Beverages and Tobacco in the classification of 1-APS, 2-APS, or PS.

* * *

SECTION 2. Section 142-554 of Chapter 142 of the City Code is hereby amended as follows:

**CHAPTER 142
ZONING DISTRICTS AND REGULATIONS**

* * *

ARTICLE II. – DISTRICT REGULATIONS

* * *

DIVISION 13. – MXE MIXED USE ENTERTAINMENT DISTRICT

* * *

Sec. 142-544. – Prohibited uses.

The prohibited uses in the MXE mixed use entertainment district are accessory outdoor bar counters, except as provided in this chapter; package stores; and package sales of alcoholic beverages by any retail store or alcoholic beverage establishment. Additionally, entertainment uses shall be prohibited in package stores.

SECTION 3. CODIFICATION.

It is the intention of the Mayor and City Commission of the City of Miami Beach, and it is hereby ordained that the provisions of this Ordinance shall become and be made part of the Code of the City of Miami Beach, Florida. The sections of this Ordinance may be renumbered or re-lettered to accomplish such intention, and, the word "ordinance" may be changed to "section," "article," or other appropriate word.

SECTION 4. REPEALER.

All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 5. SEVERABILITY.

If any section, subsection, clause or provision of this Ordinance is held invalid, the remainder shall not be affected by such invalidity.

SECTION 6. EFFECTIVE DATE.

This Ordinance shall take effect ten days following adoption.

PASSED and ADOPTED this 19 day of October, 2016.

ATTEST:

10/19/16
Rafael E. Granado, City Clerk

Philip Levine, Mayor

Verified By:

Thomas R. Mohr
Planning Director

(Sponsored by Commissioner Ricky Arriola)

Underline denotes new language

Strikethrough denotes removed language

Double underline denotes language added after First Reading

Double-strikethrough denotes language removed after First Reading

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

City Attorney

Date

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
CASE NO. 17-CV-23958

BEACH BLITZ CO.,

Miami, Florida

Plaintiff(s),

November 17, 2017

vs.

CITY OF MIAMI BEACH, FLORIDA,

Volume 01

Defendant(s).

Pages 1- 173

PLAINTIFF'S EMERGENCY MOTION FOR PRELIMINARY INJUNCTION
BEFORE THE HONORABLE JOHN J. O'SULLIVAN
UNITED STATES MAGISTRATE JUDGE

APPEARANCES:

FOR THE PLAINTIFF(S): PHILLIP M. HUDSON, III, ESQ.
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- and -

SCOTT EVERETT BYERS, ESQ.
GARY PAPPAS, ESQ.

REPORTED BY: Jill M. Felicetti, RPR, CRR, CSR
Official Court Reporter
400 N. Miami Avenue, Suite 08S27
Miami, Florida 33128
jill_felicetti@flsd.uscourts.gov

1 THE COURT: What he says is he has no administrative
2 process to go to because the BTR was wrongfully withheld from
3 him.

4 MR. ARANA: If he thinks that was the case, he
5 could -- yes, if he thinks it's been withheld from him already,
6 he can appeal that, whatever decision he -- you know, he's got
7 to identify at a point in time where the city said you can't
8 have one. But if at any point the city says we will not give
9 you a BTR, he can appeal that decision.

10 Section 102.372 of the city code says: Any person
11 whose application for business tax receipt has been denied may
12 seek a hearing under Sections 102.384 and 102.385.

13 If he in fact tried during the course of the year to
14 get a BTR license and the city said I am sorry, we are not
15 going to give it to you, he could appeal that.

16 THE COURT: All right. Very good.

17 Call your first witness, please.

18 MR. HUDSON: Doran Doar.

19 THE COURT: Come on up, Mr. Doar.

20 DORAN DOAR,
21 having been first duly sworn on oath, was examined and
22 testified as follows:

23 THE WITNESS: Doran Doar. Last name D-O-A-R.
24
25

1 DIRECT EXAMINATION

2 BY MR. HUDSON:

3 Q. Good morning.

4 Are you familiar with an entity by the name of Beach
5 Blitz, which is the plaintiff in this case?

6 A. Yes.

7 Q. And what is your involvement with Beach Blitz?

8 A. I am the owner of the Beach Blitz, Florida corporation.

9 Q. Are you familiar with an entity or something called Ocean 9
10 Liquor?11 A. Yes. It is the liquor store, the d/b/a Beach Blitz. Beach
12 Blitz d/b/a Ocean 9 Liquor.

13 Q. So you own Ocean 9 Liquor store through Beach Blitz?

14 A. Yes.

15 Q. Please wait for me to finish my question, sir.

16 A. Yes.

17 Q. Thank you.

18 Are you familiar with something called Ocean 11 Liquor
19 or Ocean 11 Market?

20 A. Yes.

21 Q. What is Ocean 11 Market?

22 A. It's a regular convenience store that I own.

23 Q. You own that as well?

24 A. Yes.

25 Q. Now, Ocean 9 Liquors is a full liquor store, correct?

1 A. Yes.

2 Q. Does Ocean 11 Market sell liquor?

3 A. Yes. Beer and wine.

4 Q. Only beer and wine?

5 A. Yes.

6 Q. Does Ocean 9 hold a Florida state license to sell all types
7 of liquor?

8 A. Yes.

9 Q. How long has Ocean 9 been in business?

10 A. From 2012.

11 Q. Is it a profitable company?

12 A. Very profitable.

13 Q. Briefly tell the court the location of Ocean 9 Liquor and
14 what type of business it is.

15 A. Ocean 9 Liquor, it's located in a very unique place in the
16 center of South Beach, half a block from Ocean Drive, next door
17 to Mangos Tropical Bar, and many turn to the beach. It's a
18 very unique, special location.

19 Q. Do you know what the MXE district is?

20 A. Yes.

21 Q. Tell the court what you understand the MXE district to be.

22 A. What I understand from right now that MXE, it's from Fifth
23 Street to 15th or 16th Street southwest and from Collins Avenue
24 to Ocean Drive east and west.

25 Q. And the City of Miami Beach recognizes the MXE district as

1 a separate zoning district; is that correct?

2 A. Yes.

3 Q. How many liquor stores that sell full liquor are presently
4 in the MXE district?

5 A. Three or four. Four liquor store.

6 Q. And does that include Ocean 9, which is closed?

7 A. Yes.

8 Q. So there are presently three liquor stores that are
9 operating?

10 A. Yes.

11 Q. Are you generally familiar with a series of ordinances over
12 the past 12 months or so where the City of Miami Beach has
13 substantially reduced the hours of operation of the liquor
14 stores in the MXE district?

15 A. Yes, I am familiar.

16 Q. Have you objected to those ordinances?

17 A. Yes.

18 Q. Have you hired professionals to help you deal with the City
19 of Miami Beach to try to change those ordinances?

20 A. Yes.

21 Q. What are the current hours of sale in the MXE district, do
22 you know?

23 A. Yes.

24 Q. What are they?

25 A. Until a few changes, but I think right now the hours is

1 between 10:00 a.m. to 8:00 p.m. in the evening. It used to be
2 8:00 a.m. in the morning to 12:00 a.m. in the night.

3 Q. So in the last 12 months there had been a series of
4 ordinances that have reduced the number of hours by six hours;
5 is that fair?

6 A. Yes. From 6 to 10.

7 Q. Do you believe Ocean 9 Liquors would be able to survive
8 with the substantially reduced hours? It's possible, but do
9 you believe --

10 A. Hard to believe, but it's possible.

11 Q. Do you believe the other stores -- strike that.

12 Is Ocean 11 Market also in the MXE district?

13 A. Yes.

14 Q. Could someone come into the MXE district today and open a
15 new full service liquor store?

16 A. I don't think it's even possible because of the new
17 ordinance that they did a few month ago, last year.

18 Q. So tell us what your understanding is of the ordinance that
19 would prevent any new liquor stores from opening in that
20 district.

21 A. What I understand from the ordinance, that notify that
22 nobody can open liquor store, any liquor store, any kind of
23 liquor store, not beer and wine, not any kind of liquor store
24 in the MXE district.

25 Q. Do you believe that fact makes your liquor store special or

1 unique?

2 A. For the moment it's going to be much more unique, much more
3 profitable because less competition possible.

4 Q. Do you know what a BTR is?

5 A. I learn about the BTR only in the last three or four month.

6 Q. What is your understanding of a BTR?

7 A. Business tax receipt.

8 Q. And is that like an occupational license?

9 A. Yes. It change the name from occupation license to
10 business tax receipt in -- I don't recall when.

11 Q. And that's a license -- do you understand that you need a
12 BTR to operate a business in Miami Beach?

13 A. Yes.

14 Q. Do you have BTRs for Ocean 11 Market?

15 A. Yes.

16 Q. You always had BTRs for Ocean 11 Market?

17 A. Always.

18 Q. Have you always had, except for fiscal years 2016 and '17,
19 have you always had BTRs for Ocean 9 Liquor?

20 A. Always.

21 Q. Did there come a time in 2017 when you realized that you
22 did not have or that your BTR was not current because you
23 didn't renew it at some point?

24 A. I didn't understand the question. I am sorry.

25 Q. At some point did you realize in 2017 that there was a

1 problem with your BTR?

2 A. I realize in June after I receive a BTR violation, which I
3 don't have the BTR. It's never happened to me before in the
4 surviving of my business. I realize for some reason that's
5 what happened.

6 THE COURT: Who usually went and got your BTR? You or
7 somebody else at your work?

8 THE WITNESS: Usually it's either me or another woman.
9 The name is Rochelle Malik. She is professional dealing with
10 the city with violation and with the license and all this. She
11 know the people and she lead me usually what to do.

12 MR. HUDSON: Your Honor, I'd like to point the witness
13 to what's been marked as Plaintiff Exhibit 5. I don't know if
14 he has a binder or not yet.

15 THE COURT: Did you give him one? Where is the
16 binder?

17 For the record, all these exhibits are in evidence.
18 You don't need to set the predicate or anything.

19 MR. HUDSON: Correct, your Honor. I am going to
20 proceed.

21 BY MR. HUDSON:

22 Q. Sir, turn to tab 5 in that white binder that I just sent to
23 you. Take a look at that document the first page. When you
24 have had an opportunity to look at it, tell the court, please,
25 what is there.

1 A. I see two violations. Usually the last three number 102
2 and 103.

3 102, it's selling alcohol after hour of ordinance
4 separation.

5 103 is not having business tax receipt license.

6 Q. When did you first see these two citations?

7 A. I saw this -- when I got it, I was overseas. I was in a
8 different country, in Israel, and I saw this when I came back
9 on June 27.

10 Q. So someone in the U.S. sent these to you while were you in
11 Israel?

12 A. Yes.

13 Q. You saw them. You returned to the United States a couple
14 of days later, correct?

15 A. Yes.

16 Q. And at that point did you do anything, sir, to try to
17 resolve these violations?

18 A. Of course. I handed them to Rochelle Malik and also I
19 handed them to Guy Shir, which is also a lawyer, and we tried
20 to appeal the violations.

21 Q. Let's start one at a time, and I know sometimes dates are
22 hard to remember, but do your best, please, for the Court.

23 When you came back in late June, did you personally do
24 anything at that time other than to contact Ms. Malik?

25 A. I went to the city on June 27 and I tried to pay the BTR.

1 Q. You physically went where?

2 A. To finance.

3 Q. Describe for the Court where that is physically.

4 A. I think it's on Meridian and 18, first floor.

5 Q. So there is a counter or something you go to?

6 A. It's a counter. You take a number, you stand in line, and
7 you do a few things over there, I mean, and --

8 Q. So you personally went in late June --

9 A. Yes.

10 Q. -- to the city. And describe for us what happened when you
11 were at the counter.

12 A. They did not renew. They didn't let me renew the license.
13 So I went to Rochelle office.

14 THE COURT: What did you tell the person at the
15 counter and what did the person tell you?

16 THE WITNESS: I don't remember exactly the
17 conversation, but I went over there, tried to renew, to pay my
18 BTR because I got the violation of the BTR. So I went to the
19 finance, tried to pay. For some reason they probably show me a
20 violation or some -- I don't remember exactly. I went to
21 Rochelle.

22 THE COURT: You went to what?

23 THE WITNESS: To Rochelle Malik, to the woman that
24 usually take care of --

25 THE COURT: No. I am talking about when you were at

1 the finance department in Miami Beach. Tell me exactly what
2 did you do; how much money did you give them; did you give them
3 cash, check; who do you give it to?

4 THE WITNESS: No. You ask them for how much to pay,
5 how much to pay. Then say they are not allow you to renew the
6 license.

7 THE COURT: Okay.

8 BY MR. HUDSON:

9 Q. So they told you specifically that day, someone behind the
10 counter at Miami Beach, that they would not allow to you renew
11 the license; is that your testimony?

12 A. Yes.

13 Q. Then what did you do next?

14 A. I went to Rochelle office and I hand her the violations and
15 I ask her to do, to appeal it.

16 Q. Explain to the court who Rochelle Malik is, to the best of
17 your knowledge.

18 A. Rochelle Malik, she is the wife of the former mayor of
19 Miami Beach. She is dealing with the Miami Beach city on
20 stuff, like on violations and BTR and helping people like me,
21 small business owners, to try to resolve problems. So she know
22 the system, how it's working. And I work with her for a few
23 years already and she usually help me to renew the license, or
24 maybe she go, maybe she pay some kind of checks. Sometimes
25 it's me.

1 Q. Earlier you told the court that you had hired folks from
2 time to time that helped you with the BTR process prior to when
3 you found out you had the problem, right? Ms. Malik had
4 already been working for you for some time to help you with
5 licensing and to help you with issues on Miami Beach, correct?

6 A. Yes.

7 Q. So when you couldn't accomplish what you wanted to
8 accomplish trying to get your BTR, you then asked her to get
9 involved, correct?

10 A. Yes.

11 Q. And you hired her to go down and try to pay the BTR as
12 well?

13 A. Yes.

14 Q. Was she successful?

15 A. No. From few month.

16 Q. How many times, let's --

17 THE COURT: I am a little confused. His testimony
18 before you started leading him was, I went to Malik, I handed
19 her the tickets and asked her to appeal it. He didn't say I
20 went to Malik and said, hey, they are not taking my money for
21 the license. He said I went to Malik, handed her the tickets
22 and said appeal it, is what I remember him saying.

23 So now all of a sudden you jump to Malik -- what he
24 testified to is he told Malik to appeal the tickets. Appealing
25 the tickets is not get me my BTR.

1 MR. HUDSON: I am not sure --

2 THE COURT: They are two different things. I think
3 it's extremely important. So you need to get answers from him
4 and he needs to provide answers.

5 MR. HUDSON: I agree with you, Judge. There is a big
6 distinction. I am trying to --

7 THE COURT: You seem to be doing it now by telling him
8 what he is going to say. I want to hear what he has to say
9 rather than what you have to say.

10 MR. HUDSON: I understand.

11 BY MR. HUDSON:

12 Q. Mr. Doar, focus on my questions and the Court's questions.

13 Okay. Let's go back. You personally went down at the
14 end of June, correct, to try to get a BTR license? Correct?

15 A. Yes.

16 Q. You had previously hired Ms. Malik to do other things for
17 you before the BTR problem, including renewing BTRs, paying
18 violations; is that correct?

19 A. Yes.

20 Q. After June 27 or 28 when you were unsuccessful at renewing
21 your BTR, did you hire Ms. Malik to assist you with the BTR?

22 A. Yes.

23 Q. And what was it that you asked her to try to accomplish?

24 A. I told her -- I give her the violations and I ask her to
25 deal with the violation. Part of the dealing with the

1 violation, as I understand, we have a few days to appeal it.

2 Q. So the violations that you are talking about is the Exhibit
3 5 in front of you, correct?

4 A. Yes.

5 Q. The violation ending in 102 and 103.

6 A. Yes.

7 If I am not mistaken, it was one more violation.

8 Q. There was a third violation from December of '16 as well,
9 correct?

10 A. Yes.

11 Q. That she was dealing with?

12 A. Yes.

13 Q. It was not a BTR violation, correct?

14 A. No.

15 Q. Okay. Did Ms. Malik report back to you whether she was
16 able to resolve the BTR problem?

17 A. She always told me that it's okay, it's under control, that
18 she's dealing with that. But she could not resolve the
19 problem.

20 Q. She could not. Please get closer to the microphone. I
21 can't hear you.

22 A. Rochelle Malik didn't resolve the -- she resolved the
23 problem with the violation but not with the BTR. They never
24 let her pay or me to pay the BTR.

25 Q. Did you specifically charge Ms. Malik with going down and

1 trying to get a BTR for you in June or July of 2017?

2 A. Yes.

3 Q. Did you either give her money to do so or did you have an
4 understanding that if she paid, you would repay her?

5 A. We have understanding. I didn't give her money but we have
6 understanding that, you know, she pay with her checks and she
7 get the money from me all the time.

8 Q. That understanding goes back years, correct?

9 A. Yes.

10 Q. It's a course and custom in business, correct?

11 MR. PAPPAS: I have got to object to the leading at
12 this point.

13 THE COURT: Stop the leading. On this part it doesn't
14 make much difference to me, but go ahead.

15 BY MR. HUDSON:

16 Q. When Ms. Malik reported that she was unsuccessful at
17 getting a BTR, what did you do next?

18 A. Also at the same time I went to a Guy, Shir which is a
19 lawyer from --

20 THE COURT: Can you spell that name?

21 MR. HUDSON: S-H-I-R.

22 THE COURT: The first name Guy?

23 MR. HUDSON: Yes.

24 BY MR. HUDSON:

25 Q. So you retained an attorney by the name of Guy Shir?

1 A. Guy Shir, and I also emailing the violations. And because
2 Rochelle had a hard time to deal with the city or with the
3 violation, he send the letter with the checks of \$100 to the
4 city to appeal with the letter to appeal the violation.

5 Q. The violations?

6 A. And for some reason after he send the letter, the city
7 didn't accept it.

8 Q. Mr. --

9 A. Because -- some reason.

10 Q. I am sorry. I didn't mean to cut you off.

11 A. Okay.

12 Q. So Mr. Shir was unsuccessful in getting you a BTR, correct?

13 MR. ARANA: Leading.

14 THE COURT: Sustained.

15 What he is talking about is that he sent a check with
16 \$100 to appeal, which they didn't accept, is what he said. I
17 mean, that's the way I understand what he said.

18 THE WITNESS: Yes. That's what I said. And I know
19 that Mr. Shir was speaking with a woman named Cindy in the
20 special master and she give him instruction, different
21 instruction than what he had, you know, to appeal it.

22 BY MR. HUDSON:

23 Q. Was Mr. Shir successful at getting you a BTR in 2017?

24 A. No.

25 Q. What did you do next?

1 THE COURT: Excuse me. What did Mr. Shir do to get
2 you a BTR in or last year before October of 2017, this past
3 year?

4 THE WITNESS: We understand from the city that without
5 resolve the violation we cannot get a BTR several time.

6 MR. HUDSON: May I continue, Judge?

7 THE COURT: Yes.

8 BY MR. HUDSON:

9 Q. So after Mr. Shir was unsuccessful, what did you do next?

10 A. I went to Harold Rosen.

11 Q. Who is Harold Rosen?

12 A. He is a lawyer that used to be a -- he is a former, of
13 Miami Beach that also dealing with violations and special
14 masters and tries to resolve problem for people like business
15 owners.

16 Q. So you retained Mr. Rosen, correct?

17 A. Yes. I hire him and -- I hire him in July, the end of
18 July. They lead me that without resolve the violation cannot
19 renew the BTR. So he had a special master on August 28th. On
20 August 28th he had an order with the special master.

21 Q. So let's break it down a little bit so everybody can
22 understand.

23 You hired Mr. Rosen, you said, sometime in late July?

24 A. Yes.

25 Q. And was Mr. Rosen successful at making some progress on the

1 violations and the BTR?

2 A. Not on the BTR, on the violation. He had some agreement
3 with the special master.

4 Q. Okay. How many violations were outstanding at the time
5 that you hired Harold Rosen?

6 A. Three.

7 Q. And what were those violations for?

8 A. One violation from December 22, if I don't mistake. That
9 say that I selling liquor before 10:00 a.m. This was maybe one
10 week, two weeks after the new ordinance, that they change the
11 time.

12 Q. That was one. What was the next one?

13 A. The second one, it was selling alcohol after 10:00 p.m.,
14 and the third violation was not having a BTR.

15 Q. So when Mr. Rosen was successful at getting a special
16 master involved, was he dealing with two of those or three of
17 those?

18 A. With the three of them.

19 Q. All three of them, correct?

20 A. All three of them.

21 Q. Including the BTR issue, correct?

22 A. All of them.

23 Q. Was he also retained by you to assist or try to get you a
24 BTR in 2017?

25 A. Excuse me. I didn't understand.

1 Q. Did you also hire him to help you get a BTR in 2017?

2 A. So I hired him to resolve my problem. So probably to get
3 the BTR was part of it, yeah.

4 Q. Was he successful at getting you a BTR in 2017?

5 A. No.

6 Q. At some point did Mr. Rosen indicate that he had an
7 agreement with the City of Miami Beach regarding the resolution
8 of all of the violations?

9 A. I am sorry. Can you repeat?

10 Q. Did Mr. Rosen tell you at any time that he had reached an
11 agreement with the city to solve all of the violations, all
12 three?

13 A. Yes.

14 Q. When did he tell you that?

15 A. On August 28th.

16 Q. Of what year?

17 A. 2017.

18 Q. Did he ask you to do anything on that date?

19 A. Yes. He asked me to give, to give a check to the City of
20 Miami Beach for \$1,000.

21 Q. Did you do so?

22 A. Yes.

23 Q. Turn to tab 1 in your book in front of you, please. Please
24 look at that.

25 Is that the check that you are talking about?

1 A. Yes.

2 Q. So did you write that check on or about August 28 of '17?

3 A. Yes.

4 Q. Is that your signature?

5 A. Yes.

6 Q. Is that your handwriting on the rest of the check?

7 A. Yes.

8 Q. And I note that it says in the line "paid in full," and it
9 seems to list the three violations. Is that a fair reading of
10 that document?

11 A. Yes.

12 Q. When did you give that to Mr. Rosen or -- I am sorry. Whom
13 did you deliver that check to?

14 A. To Mr. Rosen, in the meeting between Mr. Rosen and Rochelle
15 Malik.

16 Q. Did Mr. Rosen tell you that after that date that he had
17 delivered that to the City of Miami Beach?

18 A. He admit a few times in front of us.

19 Q. Did he tell you who at the City of Miami Beach he gave it
20 to?

21 A. He gave it to Alex Baxter, I think. He is deputy of city
22 attorney.

23 Q. Alex Boxner?

24 A. Alex Boxner.

25 Q. Did he say when he gave it to Mr. Boxner?

1 A. He said on August 28 or August 29.

2 Q. About the time, within a day or two of when you delivered
3 the check?

4 A. Yes. That's what he said, within a day or two.

5 Q. Look at the second page there, the back of the check.

6 Do you see that?

7 A. Yes.

8 Q. It seems to have been deposited by the City of Miami Beach
9 on 10/18/2017.

10 Do you have any idea why it would have taken the city
11 a month and a half, if not more, to deposit that check?

12 A. You are asking me?

13 MR. PAPPAS: Foundation, your Honor.

14 THE COURT: Overruled.

15 If you know, you know. If you don't, you don't.

16 MR. HUDSON: Exactly.

17 THE COURT: I assume he doesn't know, but maybe he
18 does.

19 Did he answer?

20 Do you know?

21 A. No, I don't know why.

22 BY MR. HUDSON:

23 Q. After you gave Mr. Rosen the check, did you personally go
24 down and try to obtain a BTR now that the violations were
25 cleared?

1 A. I don't remember if after I give him the check I went to
2 try to pay the BTR.

3 Q. Let's go to --

4 A. I tried on the month of September.

5 Q. I know. We are jumping ahead.

6 Turn to page 7 of your binder, please.

7 Have you seen that document before?

8 A. This is the agreed order. Yes.

9 Q. What do you understand this order to do?

10 A. I understand that this order, it's agreement between the
11 Beach Blitz to the City of Miami Beach regarding the three
12 violation that say they agree that \$3,000 resolve the problem.

13 Q. Do you have any idea why it took a month from August 28
14 when you delivered the check to Mr. Rosen told you he had a
15 deal for this order to be prepared and signed?

16 A. I don't have any idea.

17 Q. When did you first see this order?

18 A. Excuse me?

19 Q. When did you first see this order?

20 A. This order, on August -- when I see the order, I think on
21 September 28.

22 Q. Did Mr. Rosen give it to you?

23 A. Yes.

24 Q. At that time when you received it, did you personally go
25 down and try to get your BTR again?

1 A. Yes.

2 Q. September 28 was 2017 was a Thursday, was it not?

3 A. Yeah, Thursday.

4 Q. Do you recall?

5 A. It's either was Thursday or Friday.

6 THE COURT: It was a Thursday. I will take judicial
7 notice of that.

8 MR. HUDSON: Thank you, Judge.

9 BY MR. HUDSON:

10 Q. Do you recall, did you go down on the 28th or 29th, or
11 both?

12 A. Either the 28th or the 29th. Either was Thursday or
13 Friday.

14 Q. And so you personally once again went down to the city
15 first floor counter, correct?

16 A. Yes.

17 Q. And you personally asked to please allow to you get a BTR,
18 correct?

19 A. Yes.

20 Q. What did they tell you?

21 A. They tell me that they are not going to issue me a BTR
22 because I have the violations.

23 MR. HUDSON: One moment, your Honor.

24 THE COURT: Yes.

25 MR. ARANA: Your Honor, we were presented with a

1 document this morning that plaintiffs want to add to an exhibit
2 list. It appears to be a city record, but we haven't had an
3 opportunity to confirm.

4 We object on timeliness grounds.

5 THE COURT: What is it?

6 MR. HUDSON: It was potentially a rebuttal or
7 impeachment exhibit. It's a record that basically shows
8 internally why they closed his license and that it couldn't be
9 renewed or replied for. I believe the witness will testify
10 that it was given to him that day.

11 THE COURT: Well, I will allow it subject to the city,
12 if you determine that it's not a record, then let me know
13 afterwards and I will take the opportunity to strike it.

14 MR. HUDSON: This will be admitted?

15 MR. BYERS: Your Honor, we have an objection. It's
16 dated after September 28 and 29th. There's actually markings
17 on there showing October 6th of 2017. So therefore it is
18 impossible --

19 THE COURT: You should have saved that for
20 cross-examination.

21 MR. HUDSON: We don't know what it is. That's the
22 problem, Judge. But he is going to testify that he was given
23 this by the city.

24 THE DEPUTY CLERK: Speak into the microphone.

25 MR. HUDSON: May I approach the witness, your Honor?

1 THE COURT: We will mark that as 17. Is that your
2 next exhibit?

3 THE DEPUTY CLERK: Yes.

4 Can I have a brief description of it. Brief.

5 MR. HUDSON: It is a screenshot from the City of Miami
6 Beach that has, for lack of a better word, a rectangle in the
7 middle of it, that we can't see what it is, and I can't tell
8 you when it's dated, to be honest with you. Maybe the city
9 can, if they know how to read it. But we can't tell when it's
10 dated.

11 THE COURT: Okay. Give it to the witness to look at
12 it.

13 MR. HUDSON: Do you need a copy?

14 THE DEPUTY CLERK: I don't.

15 THE COURT: I do.

16 BY MR. HUDSON:

17 Q. Sir, you went down to the city on either the Thursday or
18 the Friday and, once again, they told you they could not give
19 you the BTR, correct?

20 A. Yes.

21 Q. Did you indicate to them at that time that your violations
22 had been resolved?

23 A. Yeah.

24 Q. And what did they say? What was their response?

25 A. I have a violation, that they cannot renew the BTR.

1 Q. Do you understand that to mean that their system had not
2 been updated or did you understand that to mean something else?

3 A. That's what Rochelle told me, that probably the system is
4 not updated.

5 Q. So when you were told you couldn't do it, did you call
6 Ms. Malik or did you ask her to go do it as well?

7 A. Yes. Yes. I told her that I can't renew it.

8 Q. Do you know whether Ms. Malik went down there that Thursday
9 or Friday to try to renew it?

10 A. I am not sure.

11 Q. But you were unable to, correct?

12 A. I wasn't.

13 Q. You went down there for the specific purpose of renewing
14 it?

15 A. Correct.

16 Q. You had the financial capability of renewing it at that
17 time?

18 A. Of course. The financial was no problem at any time.

19 Q. Okay. So next Monday was October 1st, correct?

20 MR. HUDSON: The court will take judicial notice of
21 that?

22 THE COURT: Next Monday was what?

23 MR. HUDSON: October 1.

24 THE COURT: No, that's not true. October 2.

25 MR. HUDSON: Okay. Thank you, Judge.

1 THE COURT: October 1st was Sunday. At least that's
2 what my government calendar says.

3 BY MR. HUDSON:

4 Q. So the following week, starting on October 2nd, any time
5 during that week did you go down and try to get the BTR?

6 A. Which week are you talking about?

7 Q. The Thursday or Friday was the 28th --

8 A. Yes.

9 Q. -- and 29th.

10 The next Monday or any day that following week
11 starting on October 2nd, as the court has just indicated, did
12 you personally go down to the city to try to get a BTR?

13 A. Yes, on October 3. On October 3.

14 Q. Did you go on October 3 for other reasons as well?

15 A. Yeah. I renew my Ocean 11 BTR, because they didn't want to
16 renew it on September 28. They told me that I had a violation.

17 Q. So turn to page 9.

18 THE COURT: You say page 9. You mean Exhibit 9?

19 MR. HUDSON: Exhibit 9, please.

20 BY MR. HUDSON:

21 Q. Please, in the book. You are at tab 9.

22 Is that an invoice for Miami Beach for \$966?

23 A. Yes.

24 Q. What is that, sir?

25 A. It's a payment of --

1 THE COURT: You need to talk into the microphone.

2 A. It's a license for Ocean 11 Market.

3 Q. So is this something that was given to you the day that you
4 were -- on October 3 when you were at the city? Did they give
5 this to you that day so you could tell how much to pay?

6 A. No, they didn't give me this paper. They give me the
7 receipt.

8 Q. So you had this paper in advance?

9 A. No, I didn't have. They give me this on October, on
10 October 9.

11 Q. So turning to Exhibit 10, tell us what Exhibit 10 is.

12 A. This is the bill for -- this is the bill for Ocean 11
13 Market.

14 Q. Is this the receipt that was physically given to you on
15 October 3 when you paid the bill for Ocean 11 Market?

16 A. I don't remember. But it's another receipt that I remember
17 they give it to me. I don't remember this one was together.

18 Q. Look at the date, sir.

19 A. Yes, yes. Actually, yes. They give me this. They give me
20 this and they give me also another receipt.

21 Q. Okay. So this Exhibit 10 was physically given to you by
22 someone at the City of Miami Beach on October 3, correct?

23 A. Yes.

24 Q. At that same time you attempted to pay the BTR for your
25 other business, Ocean 9, correct?

1 A. Of course.

2 Q. They refused?

3 A. They refused to take the money.

4 Q. Did they tell you why they refused?

5 A. Because I have violations.

6 Q. Because you had open violations?

7 A. Open violations.

8 Q. Consistent with everything they have told you in the past,

9 correct?

10 A. Yes.

11 Q. Do you know if Ms. Malik or Mr. Rosen or Mr. Shir or

12 anybody else continued to try to ask the city to --

13 A. All the time. All the time. Every day. Every day phone

14 calls.

15 Q. Ms. Malik's job, in fact, was to stay on top of this,

16 correct?

17 A. Yes.

18 Q. And she was unsuccessful, correct?

19 A. Yes. Also, Harold Rosen was calling.

20 Q. Turn to Exhibit 11, please. Tell the court what Exhibit 11

21 is, if you know.

22 A. This is the receipt and my check from the city after I paid

23 the BTR of Ocean 11.

24 Q. I am looking at --

25 A. Eleven you said?

1 Q. -- Exhibit 11. I think that's 10, sir.

2 A. Sorry.

3 Q. Eleven should be a document, a Miami Beach document
4 regarding the closing of violation 102.

5 A. Okay. The exhibit it's after the number, right? After the
6 number?

7 Q. It should be after the tab, correct.

8 Is that what you are looking at, sir?

9 A. Yeah, I think so, if it's regarding violation ending 102.

10 Q. Yes.

11 A. Yes, that's what I have.

12 Q. Do you know why only that violation was closed out on 10/4,
13 yet you had paid all three violations at one time?

14 MR. PAPPAS: Objection, your Honor. No foundation
15 whatsoever.

16 THE COURT: On the next day it shows all three were
17 closed out on the same day. So it's a bad question to start
18 with.

19 MR. HUDSON: Your Honor, part of our problem is we
20 don't have access to the records. We are using what we have.
21 But there were three violations.

22 THE COURT: You just asked the question why was 02
23 closed out. You look on the next page, 03 was closed out on
24 the next day.

25 MR. HUDSON: But the third wasn't. That's where we

1 are going.

2 THE COURT: Ask him if he knows why the third wasn't
3 closed out.

4 MR. PAPPAS: There's no foundation -- he hasn't
5 established that it was or it wasn't, and he can't with this
6 witness.

7 THE COURT: Overruled. He can if he knows. Hearsay
8 is admissible here. Maybe someone from Miami Beach told him
9 it's not closed out because we don't like you or something. I
10 don't know what they told him.

11 MR. PAPPAS: Let's hear.

12 BY MR. HUDSON:

13 Q. Turn to Exhibit 12.

14 A. Violation 704.

15 Q. Yes.

16 Do you have any idea why that violation was closed out
17 on 10/13 as opposed to 10/4?

18 A. What is this violation?

19 Q. Sir, if you know, you do. If you don't, you don't.

20 THE COURT: I think that's the earlier one. The
21 December 2016, if I recall.

22 MR. HUDSON: Correct.

23 A. Yes, I recall. This violation, it's for before 10:00 a.m.

24 BY MR. HUDSON:

25 Q. So you paid all three violations at one time with one

1 check, correct?

2 A. Yes.

3 Q. You have no idea why one lasted for two weeks into October,
4 correct?

5 A. No, I don't.

6 MR. PAPPAS: Leading.

7 THE COURT: Sustained.

8 MR. PAPPAS: No foundation.

9 A. This is part of the reloader.

10 BY MR. HUDSON:

11 Q. So to the best of your ability, sir, how many times between
12 you, Ms. Malik, Mr. Shir, and Mr. Rosen do you believe Beach
13 Blitz and Ocean 9 tried to get the 2016/2017 BTR before
14 October 1st of 2017?

15 A. Many, many times. Many times. I don't remember all the
16 dates, but many times.

17 Q. How much would the BTR have been?

18 A. Excuse me?

19 Q. How much would the BTR have been?

20 A. What do you mean?

21 Q. Money. How much would it cost?

22 A. About, I think, \$2,000 and change.

23 Q. Beach Blitz and Ocean 9 had the financial ability to pay
24 that, correct?

25 A. Of course.

1 Q. Today if you were to apply for a new license, do you
2 believe the City of Miami Beach would give you a new license?

3 A. I don't believe because of the new ordinance.

4 Q. That does what? Which ordinance?

5 A. That I'm not allowed to have -- if I went to renew, you ask
6 me?

7 Q. No. To apply for a new license.

8 A. To apply for a new license. They are not going to give me
9 a liquor license.

10 Q. Please look at the document that we gave you to the right
11 that's marked as 17.

12 A. This one?

13 Q. Yes.

14 A. Yes.

15 Q. Was that document given to you by someone at the City of
16 Miami Beach?

17 A. Yes.

18 Q. Do you recall which of the visits that you went that it was
19 given to you?

20 A. I think this give it to me, I think, I think on October --
21 I think on October -- Monday. It was a Monday, I think.

22 Q. Monday?

23 THE COURT: Monday was October 2nd.

24 THE WITNESS: No, the next, following Monday. After
25 October 6th.

1 BY MR. HUDSON:

2 Q. So let's talk about October 6th.

3 October 6th was a Friday.

4 A. Yes.

5 Q. What happened on October 6th?

6 A. October 6th, about 5:00 o'clock, two law code enforcement
7 came --

8 Q. Speak up, please.

9 A. On October 6th, about 5:00 o'clock afternoon, two code
10 enforcement came to my store with two policeman, Miami Beach
11 policemen, and give me violation for not having a BTR. They
12 told me that I have to shut down my store, and I told them that
13 it's impossible. I have agreed order for the violation. I
14 didn't understand exactly what they want from me. And they
15 told me within five minutes I am not shutting the door of the
16 business, I am going to be arrested.

17 I tried to talk to them, to show them paper, and they
18 told me, listen, we give you five minutes to close the door or
19 we taking you right now. There was very, very tough with me.
20 They didn't want to see any paper of mine, just want me to sign
21 and shut down the doors.

22 Q. That was a Friday, correct?

23 A. Yes.

24 Q. Are you aware of any contact on behalf of Beach Blitz the
25 day before that event?

1 A. What -- I don't understand.

2 Q. Do you recall -- strike that.

3 MR. HUDSON: Judge, I have no further questions.

4 THE COURT: Any cross-examination?

5 MR. PAPPAS: Yes, your Honor.

6 May I approach to give Mr. Doar a copy of the exhibits
7 as well?

8 CROSS-EXAMINATION

9 BY MR. PAPPAS:

10 Q. Mr. Doar, my name is Gary Pappas.

11 You and I have never met before, right?

12 A. Right. How are you doing?

13 Q. Nice to meet you.

14 A. Nice to meet you.

15 Q. Your spoken English is a little broken. My question for
16 you, and I don't mean this personally at all, do you read
17 English?

18 A. I read. I read, not perfect.

19 Q. Not perfect?

20 A. Yes.

21 Q. But you can read English?

22 A. I can read, but not perfect.

23 Q. Okay. Now, does Beach Blitz own any other businesses
24 besides the package store on 865 Collins, Ocean 9, and the
25 market on 1100 Collins, Ocean 11?

1 A. No.

2 Q. Those are the only two businesses that Beach Blitz owns and
3 operates?

4 A. Yes.

5 Q. Okay. And you are the sole shareholder, sole owner?

6 A. Yes.

7 Q. And just in general, given the location of those markets,
8 is it fair to say that customer base is tourists?

9 A. Yes.

10 Q. Almost exclusively, right?

11 A. Yes. I would say 85 percent.

12 Q. Before December 16, 2016, did either of your businesses --
13 strike that for a second.

14 Do you go by the Ocean 9, Ocean 11, or do you go by
15 the address? What's the best way you want to talk about them?

16 A. Any way you want.

17 Q. I have in my mind the address.

18 Ocean 9 is 865 Collins, correct?

19 A. Yes.

20 Q. And Ocean 11 is the 1100?

21 A. Yes.

22 Q. So back to my question. Before December 16, 2016, had
23 either Ocean 9 or Ocean 11 ever received any type of citation
24 from the City of Miami Beach for any reason?

25 A. Before? What you mean before?

1 Q. December 16, 2016 is when Ocean 9 received a citation by
2 the City of Miami Beach for selling alcohol too early, right?

3 A. I don't remember.

4 Q. Well, I mean, it's in all of our exhibits.

5 If you will just turn to -- I didn't want to get hung
6 up on that, but we could just turn to your exhibits.

7 MR. HUDSON: Yours and ours or yours?

8 MR. PAPPAS: He can do them off mine, too. I think
9 it's in mine. I will go to mine.

10 BY MR. PAPPAS:

11 Q. If you will turn in the black binder to tab 10E,
12 Plaintiff's 10.

13 Tell me when you are there. Are you there?

14 A. Yes.

15 Q. Okay. That is the citation that the City of Miami Beach
16 issued to 865 Collins Avenue, which is Ocean 9, on December 21,
17 2016 at 8:39 in the morning for selling alcohol too early in
18 the morning?

19 A. I recognize this. I thought you ask me about December 16,
20 2016. I'm sorry.

21 Q. That's the date of Defendants' 10, correct?

22 THE COURT: No, it's December 21.

23 BY MR. PAPPAS:

24 Q. My apologies. I was thinking 2016. December 21. Okay.

25 A. I recognize it.

1 Q. Right. No doubt that that citation was issued to your
2 store on December 21st at 8:39 in the morning, right?

3 A. Yes.

4 Q. Before December 21, 2016 -- let's start with Ocean 9. Had
5 Ocean 9 ever received a citation from the City of Miami Beach?

6 A. I think so. I don't remember, but I think so, after that
7 code enforcement on my store.

8 Q. And how about Ocean 11, had it received citations?

9 A. I believe so.

10 Q. All right. So let's just talk about 865 for the time
11 being. If you will turn to tab 4 in the black binder,
12 Defendants' 4.

13 That is the original BTR issued by the City of Miami
14 Beach for 865 Collins Avenue, correct?

15 A. The first BTR.

16 Q. The very first BTR?

17 A. I am getting confused.

18 Q. That's all right.

19 You are on Defendants' 4, correct? You are in number
20 4?

21 A. I think so.

22 Q. So let's start up in the upper left -- yes, you are in 4 --
23 upper left-hand corner. The trade name is Beach Blitz.

24 Do you see that?

25 A. Yes.

1 Q. And it says in care of you, Doran Doar, correct?

2 A. Yes.

3 Q. And then it has an address, 1344 Northwest 5th Court in
4 Plantation?

5 A. Correct.

6 Q. Who lives there?

7 A. Me.

8 Q. Is that where you live today?

9 A. Yes.

10 THE COURT: You have got about a half an hour more to
11 cross-examine this fellow. If you want to go through each of
12 these, you are welcome to. Nobody is saying -- I don't know
13 what this has to do with his cross-examination or how it's
14 moving the ball for you.

15 MR. PAPPAS: Judge, I will move on.

16 BY MR. PAPPAS:

17 Q. That's where you live, right?

18 A. Yes.

19 Q. Do you receive mail --

20 A. Yes.

21 Q. -- at that address?

22 A. Yes.

23 Q. Related to Beach Blitz?

24 A. Yes.

25 Q. And if you go to the right-hand side of Defendants' 4, it

1 shows that the beginning date for this BTR is October 1, 2011,
2 correct?

3 A. Yes.

4 Q. That was the first year Ocean 9 had a BTR?

5 A. I don't think so.

6 Q. All right. If you turn to --

7 A. You confuse me, because Beach Blitz -- Beach Blitz, if you
8 call it BTR or occupational license before this.

9 Q. But not for the 865 location?

10 A. Of course for the 865 location.

11 Q. Okay. And so if you turn to, if you turn to the second
12 page of Defendants' 4, you see that there is an application;
13 correct? Do you see the application on the second page of
14 Defendants' 4, with handwriting on it?

15 A. Yes.

16 Q. Is that your handwriting?

17 A. No.

18 Q. That's not your handwriting?

19 A. No.

20 Q. How about the signature on the third page, is that your
21 signature?

22 A. No.

23 Q. That's not your signature either?

24 A. No.

25 Q. It says your name. Your name is printed there. Is that

1 correct?

2 A. Yes.

3 Q. So someone forged your signature. On June 15, 2012 someone
4 forged your signature on an application for a BTR with the City
5 of Miami Beach?

6 A. You are talking on the right side?

7 THE COURT: Talk into the microphone. We can't hear
8 you, sir. What did you say?

9 Sir, look at me when I ask you a question. You have
10 got to answer. I said, what did you say? Look at me again.

11 THE WITNESS: Yes.

12 THE COURT: You said something when you were facing
13 the other way. I didn't hear it. You need to repeat what you
14 said.

15 THE WITNESS: This is not my signature.

16 THE COURT: You said something after that.

17 THE WITNESS: I don't remember. Sorry.

18 BY MR. PAPPAS:

19 Q. Do you recognize the signature? Do you recognize the
20 handwriting or the signature?

21 A. No.

22 Q. Is this Ms. Malik's signature and handwriting?

23 A. No. I don't know.

24 Q. In the years from 2011, 2012, 2013, 2014, did you receive
25 renewal notices from the City of Miami Beach in or about July

1 of each year notifying you that your BTR would expire on
2 September 30th?

3 A. Usually, yes.

4 Q. Yes.

5 To your address at home, correct?

6 A. Yes.

7 Q. And then what would you do with those renewal notices?

8 A. I renew.

9 Q. Before September 30, before the BTR expired, correct?

10 A. Sometime I was late.

11 Q. Sometimes you were late. But would you go down personally
12 and pay the check and renew?

13 A. I don't remember all the situation, but we renew the BTR.

14 Q. Well, I want to be clear. When you say we renew. Is there
15 anyone else that's associated with Beach Blitz that would go
16 down and renew BTR applications?

17 A. Yes.

18 Q. Who?

19 A. If it's not me, it was Rochelle Malik.

20 Q. Okay. Now did you receive -- turn to Defendants' 7. Are
21 you on Defendants' 7? Tab 7.

22 A. I think so.

23 Q. What is the address 865 Collins Avenue D?

24 A. Yes.

25 Q. Is that the address of --

1 A. Yes. This is the address of the Ocean 9 Liquor.

2 Q. This is an invoice from the City of Miami dated July 1,
3 2016, correct?

4 A. Yes.

5 Q. For the renewal of your BTR for that location?

6 A. This is what it look like. I never receive it.

7 Q. You never received it?

8 A. I never receive it.

9 Q. Okay. You received one, though, for 1100 Collins Avenue
10 because you renewed that license?

11 A. I receive for -- yeah, I receive it to 13441 Northwest 5th
12 Court.

13 Q. For 1100?

14 A. Yes.

15 Q. And you renewed 1100?

16 A. Yes.

17 Q. Why didn't you renew 865 Ocean 9 when you renewed 1100?
18 You knew they expired on the exact same date. Why didn't you
19 do that?

20 A. Because I didn't have the renewal, and I don't recall why,
21 what's happened. I don't remember what's happened, why.

22 Q. You knew --

23 A. I don't remember the situation.

24 Q. You knew that the BTRs expired on the exact same day year
25 after year after year, correct?

1 A. I do. I do remember the dates.

2 Q. Right. So when you renewed 1100, Ocean 11, for the
3 2016/2017 year beginning on October 1, 2016, you could have
4 renewed Ocean 9, but you didn't, right?

5 A. If I had a choice to renew it from the city, I would renew
6 it for sure. If something happened with the city -- I don't
7 remember what it was before -- they not allow me to renew the
8 license.

9 Q. You are testifying under oath here today that when you
10 renewed Ocean 11 for the 2016/2017 year, you tried to renew
11 Ocean 9 and the city told you you could not; that's your
12 testimony?

13 A. Yes.

14 Q. Did you bring a check?

15 A. I asked them, you know, to give me the bill. They didn't
16 give me the bill.

17 Q. When you went down --

18 A. How can I make a check if I don't have the bill. I don't
19 know how much.

20 Q. Did you bring your checkbook with you?

21 A. Of course. Always I have my credit card. I have anything
22 to pay. It's not a problem, the payment.

23 Q. When did you go back -- so this was what, before
24 September 30, 2016, you renewed Ocean 11 and you tried to renew
25 Ocean 9 and the city wouldn't give you an invoice; is that what

1 you are saying?

2 A. I said that I tried to pay before, before.

3 Q. I am talking -- I want to be very clear about the time we
4 are talking about. We are talking about before your BTR
5 expired on September 30, 2016.

6 Both of your BTRs for your two businesses expired on
7 the exact same date, correct?

8 A. Should, because this is from the Miami Beach. Yes.

9 Q. You got a renewal notice for Ocean 11 and you usually got a
10 renewal notice for Ocean 9, but you didn't this year, correct?
11 That's your testimony?

12 A. That I didn't renew? I don't remember the situation when I
13 renew exactly on Ocean 11. It was before 2016, 30th of
14 September or not, I don't remember. Maybe it was after.

15 Q. Well, sir, you know that the city charges you a late fee if
16 you renew after October 1, correct?

17 A. Yes, I know.

18 Q. You would always try to renew before to save the late fee,
19 correct?

20 A. You always try to save the money, but it's --

21 Q. So I am asking a very specific question. You went down and
22 renewed your license, your BTR license, for Ocean 11 before
23 September 30, 2016?

24 A. I don't think I renew it before September 30, 2016. I
25 don't think I -- I renew Ocean 11 before.

1 Q. After?

2 A. September.

3 Q. After.

4 A. Maybe after sometime, yeah. I don't remember the date.

5 Q. You only own two businesses. They have two BTRs. You went
6 down to renew Ocean 11 just like you had year after year after
7 year. You always have two to renew.

8 Are you saying you tried to renew Ocean 9 when you
9 renewed Ocean 11?

10 A. I don't remember what was the situation.

11 Q. Okay. So you don't remember?

12 A. I don't remember.

13 Q. You are not testifying --

14 THE COURT: Wait. He is talking.

15 MR. HUDSON: Your Honor, asked and answered as well.

16 THE COURT: Well, he's given a couple of different
17 answers is the problem.

18 BY MR. PAPPAS:

19 Q. Finish your answer.

20 A. I don't remember exactly the situation when I paid the
21 2016, '17 for Ocean 11 Market. I don't remember the situation,
22 if it was Ocean 9 or not, if I try, and I don't remember the
23 situation.

24 Q. So you are not saying that the city prohibited you from
25 renewing Ocean 9 when you renewed Ocean 11, correct?

1 A. I don't remember the situation. I don't remember the
2 situation. I don't remember.

3 Q. There is no doubt whatsoever as we sit here today that your
4 Ocean 9 BTR expired on September 30, 2016, correct?

5 MR. HUDSON: Objection to the extent it calls for a
6 legal conclusion.

7 THE COURT: Overruled.

8 BY MR. PAPPAS:

9 Q. Correct?

10 A. Yeah. According to the papers, yes.

11 Q. Did you display your BTR license prominently and
12 conspicuously at the location just as the BTR says you are
13 supposed to?

14 A. Usually, yes.

15 Q. Posted like right above the cash register or something,
16 right?

17 A. Usually, yes, something like that. I have a folder with --
18 I should have a folder with the license.

19 Q. But you know the license says it has to be posted somewhere
20 conspicuously, right?

21 A. Yes.

22 Q. You had the license posted at your store, right?

23 A. Usually, yes.

24 Q. And you work at the store, don't you?

25 A. I work. Of course I work.

1 Q. And so it was sitting there for nine months expired and you
2 didn't notice and you didn't remember that it was expired for
3 nine months, correct?

4 A. It's possible I didn't put, I didn't put it.

5 Q. You didn't notice. You testified on direct examination
6 that the first time you found out that you did not have a BTR
7 for Ocean 9 --

8 A. Was June 27th.

9 Q. June 27th?

10 A. June 25, yeah.

11 Q. Well --

12 A. Twenty-five, 27.

13 Q. So what happened was you were in Israel on June 25,
14 correct?

15 A. Yes.

16 Q. And one of your clerks sent you the notices of violation in
17 Israel?

18 A. I think so.

19 Q. And you came right back, correct?

20 A. Yes.

21 Q. And by the way, do you do the bookkeeping for your stores?

22 A. Most of it.

23 Q. Right. So don't you have a journal somewhere that says BTR
24 license every year? And you knew you wrote a check for Ocean
25 11 but you didn't write one for Ocean 9?

1 A. Usually I don't do mistakes. Usually I don't do mistakes.

2 Q. So you come back and -- let me back up for a second.

3 I want you to go back to Defendants' 10. Okay. Black
4 binder number ten. Right. That's the December 16 violation.
5 Okay.

6 THE COURT: December 21.

7 BY MR. PAPPAS:

8 Q. December 21, 2016. I will get my year. December 21.

9 Are you there, sir?

10 A. I think so, yeah.

11 Q. Did you receive this violation personally? Did you look at
12 it in person?

13 A. Yes. I didn't receive it personal, but I look at it.

14 Q. Did you obtain a copy of it at or about the time of
15 December 21, 2016?

16 A. If I had a copy of this violation, that's what you are
17 asking me?

18 Q. Yes. Within 24 hours of getting the violation you had a
19 copy of it, right?

20 A. I am not sure about 24 hours.

21 Q. Had you ever seen -- you said you thought you had received
22 violations before. You are familiar with the City of Miami
23 Beach's violation, aren't you?

24 A. Yes.

25 Q. Right at the bottom it says: Important. Appeal and ADA

1 information on the back.

2 Do you see that right at the bottom of the ticket?

3 A. What it says?

4 Q. Important?

5 A. Important appeal.

6 Q. Important appeal, right?

7 A. Yeah.

8 Q. And then turn over to the next page. You have read these
9 before, haven't you?

10 A. Usually I give it to -- when it's come to violation, I give
11 it to professional people to deal with it.

12 Q. You know that the city's policy is that you can appeal a
13 ticket within 20 days, correct?

14 MR. HUDSON: Objection on legal conclusion, your
15 Honor.

16 THE COURT: Overruled.

17 BY MR. PAPPAS:

18 Q. Correct.

19 A. I know that it's a different time for appeal for different
20 kind of violations. It's not all the same.

21 Q. And this ticket says right on the back of it that it must
22 be appealed within 20 days by a written request to the clerk.
23 Do you see that?

24 A. No. Where is it?

25 MR. PAPPAS: May I, your Honor?

1 THE COURT: Yes.

2 MR. HUDSON: I will object to this line of questioning
3 because the special master accepted jurisdiction and resolved
4 these three violations.

5 THE COURT: Overruled.

6 BY MR. PAPPAS:

7 Q. Sir, you never appealed this ticket, did you? Within 20
8 days you never filed a written appeal of this ticket, correct?

9 A. No, I didn't.

10 Q. Okay. So now let's go to December 25th. You find out
11 about the new hour violation, different than December 21, and
12 you find out that for the first time that you did not have a
13 BTR.

14 Are you with me?

15 THE COURT: I think you meant June 25. You said
16 December 25, I think. But go ahead.

17 MR. PAPPAS: My apologies. It's dyslexia kicking in.

18 THE COURT: Maybe you are thinking about Christmas. I
19 don't know.

20 BY MR. PAPPAS:

21 Q. And you personally went right down to the finance
22 department in person with the violations, correct?

23 A. Yes.

24 Q. That's what you testified. You went down in person with
25 the violations. You went to the finance department and you

1 have got your number. You waited to be called. You met face
2 to face with a human being at the City of Miami Beach finance
3 department, correct?

4 A. Yes.

5 Q. At that point in time you testified on direct examination
6 that you were told -- in fact, I wrote that they showed you
7 that you had an outstanding violation, correct?

8 A. Yes.

9 Q. That was the December 21, 2016 ticket that you did not
10 appeal, correct?

11 A. I don't remember which one it was.

12 Yes. Yes.

13 Q. And they told you, the people at the finance department
14 told you that in order to renew your BTR license you had to pay
15 the ticket?

16 MR. HUDSON: Objection. Speculation. He is
17 testifying to what someone at the counter told him. He can
18 testify differently.

19 THE COURT: That's what happens when you get to lead.
20 He says yes or no.

21 MR. HUDSON: It's leading, but it's an inappropriate.

22 THE COURT: Stand up if you are objecting, and the
23 objection is overruled.

24 You can answer the question, sir.

25

1 BY MR. PAPPAS:

2 Q. You can answer, sir.

3 A. Ask it again, the question, please.

4 Q. When you went down with the June 25th tickets on June 27th
5 in person and met with another human being from the City of
6 Miami Beach, they showed you you had an outstanding violation
7 back from December that you had to pay first in order to renew
8 your BTR license, correct?

9 A. I am not sure what they show me. I am not sure what they
10 show me.

11 Q. They showed you you had a violation?

12 A. They told me that I cannot renew the license.

13 Q. Because you had an outstanding violation, correct?

14 A. I don't remember for what. I think because of having
15 violations.

16 Q. Right, and they told you all you have to do, sir, is pay
17 the violation and you can renew your BTR license?

18 MR. HUDSON: Objection, your Honor. He's asked three
19 times and he's answered the same way three times.

20 THE COURT: He hasn't answered the question yet.

21 You need to stand up if you want to be recognized in
22 this courtroom. Okay?

23 MR. HUDSON: He said he doesn't remember three times,
24 your Honor. He's trying to get him to answer it. He says I
25 don't remember.

1 THE COURT: The question is, sir, they told you all
2 you have to do, sir, is pay the violation and you can renew
3 your BTR license. Answer that question, please.

4 A. I don't remember this exactly what they told me.

5 BY MR. PAPPAS:

6 Q. Was it something sort of like that if not exactly?

7 A. What I understand is that I cannot renew my license because
8 I have violations.

9 Q. Right. Did you ask how do I pay for the violations so I
10 can renew? Did you ask that?

11 A. I went to Rochelle Malik.

12 Q. No. I am talking about -- we are not at Rochelle Malik.

13 A. I don't remember exactly the conversation that I had with
14 cashier over there, the officer in the finance.

15 Q. We are sitting there on December 27th. You are sitting
16 there talking to a finance department --

17 THE COURT: I am sorry. You keep using the wrong
18 date. It's June 27.

19 MR. PAPPAS: June 27th.

20 BY MR. PAPPAS:

21 Q. You are sitting face to face at the finance department on
22 June 27th. They told you you could not renew because you had
23 an outstanding violation. Correct?

24 A. Something make a noise like that over here like boom, boom
25 something. Like a noise.

1 Q. They told you that you could not renew.

2 THE COURT: Now asked and answered. Let's go.

3 BY MR. PAPPAS:

4 Q. Did you simply ask while you were sitting there --

5 A. They told me -- I understand in general that I need to
6 resolve the violations in order to come and pay my license.

7 Q. Okay.

8 A. That's what I understand.

9 Q. And --

10 A. I didn't understand --

11 Q. And did you say, great, how do I resolve my violation from
12 December? Where do I pay it?

13 A. That's what I say great, to who?

14 Q. You wanted your BTR, didn't you?

15 A. What you mean I say great?

16 Q. They told you you had to resolve the violation in order to
17 get your BTR, right?

18 A. Yes. They told me that I need to resolve my violations in
19 order to pay my BTR.

20 Q. And resolve the violation from back --

21 THE COURT: Hold on a second. He is saying violations
22 and you are saying violation. So you can't change his
23 testimony. He is saying violations, which would include the
24 December 1 and the one that he got two days before, is what his
25 testimony is that he was told he had to resolve.

1 BY MR. PAPPAS:

2 Q. Right. And so you distinctly recall them telling you on
3 December 27th that you had to resolve all three of your
4 violations to get your BTR?

5 A. June 27. I don't understand.

6 THE COURT: You have to get the dates.

7 MR. HUDSON: Creating confusion.

8 A. December 27. I am sorry.

9 BY MR. PAPPAS:

10 Q. When you were there in person on June 27th --

11 A. When I was there on June 27.

12 Q. -- did the clerk from the finance department tell you you
13 had to resolve all three outstanding violations or only the
14 December 21, 2016 violation in order to renew your BTR?

15 A. I understand that I cannot renew my BTR until I resolve my
16 violation. I don't know what it mean, but I assume it's not --
17 they don't mean that the other two because it was new. But I
18 assumed that it was maybe the other.

19 Q. You understood and assumed it was the December violation,
20 which you didn't appeal, right?

21 A. That I had a violation and I need to -- I didn't know
22 exactly which violation. They show you a paper all the time
23 with more than ten violations. And some violation close, some
24 violation open, some violation this. It's very hard for me to
25 read this paper when it's with a lot of violation. It's taking

1 time to understand what's going on. So I am going to a
2 professional people and I am trying to get explanation how it's
3 work. I don't know exactly how it's work because --

4 Q. Before you went to professionals, while you were still
5 sitting there, did you say to the clerk, I have my checkbook, I
6 am ready to pay for the December violation, I have the money,
7 where do I pay so can I renew my BTR? Did you do that?

8 A. I came to pay. I came to get my BTR.

9 Q. Did you do that? Did you ask?

10 A. Probably. I probably say it. I don't remember exactly
11 what it was I said, but probably I came to pay my BTR. What I
12 came for what? I came to finance to what? To find out about
13 my violation? To find out about my violation you go to the
14 code enforcement.

15 Q. Did you ask how much you owed for your BTR?

16 A. I think so.

17 Q. Okay. Turn to Defendants' Exhibit 15 in the black book.
18 The black book. That's the white one. The black one. Sir,
19 the other one. The Defendants' 15.

20 Are you there?

21 A. Yes.

22 Q. If you look in the upper right-hand corner, it's an Ocean 9
23 invoice. Correct?

24 A. Yes.

25 Q. It's dated June 27th, 2017, correct?

1 A. Yes.

2 Q. They handed this to you on June 27 when you were there
3 trying to renew your BTR license, didn't they?

4 A. Yes.

5 Q. And it has the \$570 late charge on it because your license
6 had been expired for nine months, correct?

7 First line. The very first line. Late fee, \$570.
8 Right?

9 A. Yes.

10 Q. And you had your checkbook with you, didn't you?

11 A. Always I have my checkbook with me.

12 Q. And you had plenty of money to pay the \$2,246 for this BTR
13 license, right?

14 A. Yes.

15 Q. And you had an extra thousand dollars to pay the December
16 invoice to resolve it, didn't you?

17 A. Yes.

18 Q. And you never paid the December 16 invoice?

19 A. They didn't accept my money.

20 Q. Did you try to pay?

21 A. I tried to pay. They told me that I need to resolve my
22 violation.

23 Q. I am talking about the violation, sir. Did you go and try
24 to pay the \$1,000 violation from December to resolve it?

25 A. I give it to my professional people. I give it to my

1 professional people to deal with that because I wasn't agree
2 about this violation.

3 This violation, this violation that they give me on
4 December, it was selling before 10:00 a.m., 8:33 or something
5 in the morning, which we didn't even know that this ordinance,
6 it's already in order.

7 Q. So on June 27th you voluntarily refused to pay the
8 outstanding December 2016 violation which you never appealed?

9 MR. HUDSON: Objection, your Honor. Mischaracterizes
10 his testimony.

11 THE COURT: Overruled.

12 BY MR. PAPPAS:

13 Q. You chose not to pay it at that time even though the clerk
14 said to you if you just paid the thousand dollars and resolved
15 the violation, we will give you your BTR for \$2,246.46, just
16 like it says on Defendants' Exhibit 15, right?

17 A. I don't remember exactly what was the situation with the
18 violation, but they told me that I need to resolve the
19 violation and either way in order to pay the BTR.

20 Q. And you knew when you --

21 A. I went to my professional people to see what we doing, and
22 we agreed that we need to appeal a violation of thousand
23 dollar, that it's not correct to give, it's not right to give
24 it to me if they create a new ordinance and it doesn't let us
25 know that we have a new ordinance and they just come and give

1 you a violation and you come and you just pay thousand dollar
2 like, like we make the thousand dollars in one second and just,
3 you know, for to pay the BTR.

4 I think the mind on the same moment was the violation
5 wasn't right and the other violation wasn't right and they
6 attacking me and they trap us and they tried to get us out of
7 business by giving us violation on violation on violation
8 without us to know anything, what's going on. They create a
9 new ordinance and changing the ordinance and nobody recognize
10 what is real and what is not and what to do right and what to
11 do wrong, and every move I had to go to professional people to
12 see if I am doing the right thing or not. This exactly what's
13 happening.

14 Q. And so on June 27, 2017 it was already six months after the
15 December 2016 citation had been issued to you, correct? Right?

16 A. Probably.

17 Q. You knew you couldn't file a written appeal like it says
18 right on the citation. You knew you waived your right to
19 appeal it, correct?

20 A. We appeal. I didn't waive the right to appeal. Maybe I
21 didn't appeal in the first 20 days because I didn't exactly
22 know the situation, but we didn't waive the right to appeal
23 because we appeal it after.

24 Q. Did you ever file a written notice of appeal for the
25 June 25, 2017 violations?

1 A. Excuse me again?

2 Q. I will rephrase it.

3 The June 25th violations were on the exact same ticket
4 form that the December violation was on, correct?

5 A. I am sorry. I am not --

6 Q. The tickets from June.

7 A. June 25.

8 Q. They were exactly the same form as the December tickets,
9 right?

10 A. Yes.

11 Q. You knew you had time to appeal them in writing just like
12 it says on the ticket, correct?

13 A. Yes. I brought it to the professional people.

14 Q. You never appealed in writing with the special master's
15 office just like it says on the ticket, correct?

16 A. Yes, correct.

17 You are talking about the December?

18 Q. And the June.

19 You never filed a written appeal?

20 A. We had filed an appeal and they didn't accept our appeal.

21 Q. Because it was too late?

22 A. Not because it was too late. Because they said -- not
23 because it was too late. Because they said that we send the
24 appeal to a wrong office in the Miami Beach. We send it to,
25 maybe to Miami Beach instead of to Miami City of Miami Beach,

1 maybe to the cashier instead of to -- I don't know exactly the
2 situation, but not the reason because of the 20 days.

3 Q. When you say "we," you are referring to some professional
4 that you hired? Not you personally, correct?

5 A. Yes.

6 Q. So the professional that you hired sent the notice of
7 appeal to the wrong office; is that what you are saying?

8 A. They sent the appeal and I don't know what is the reason it
9 didn't exactly accept it, but what I understand it was a wrong
10 address.

11 Q. Did you ever sign a written notice of appeal of the
12 June 25, 2017 violations within 20 days? Did you ever do that?

13 A. If I sign -- tell me again the question.

14 Q. You never --

15 A. I don't want to make mistakes.

16 Q. You never filed a written appeal according to the City of
17 Miami Beach's procedures for the June 25th, 2017 violations,
18 correct?

19 A. We send appeal. We send appeal. I mean, Guy Shir send
20 appeal with a \$100 check. We send appeal. But they didn't --
21 for some reason it didn't work.

22 Q. When you say "we," you are talking about Ms. Malik?

23 A. Ms. Malik and Guy Shir, yeah.

24 Q. So your professionals that you hired, you claim took care
25 of it for you, and they sent the appeal to the wrong location,

1 correct?

2 A. The professional, all the professional that I hire, any
3 time that you come and try to do movement, they get some
4 problem, you know, to deal with my cases.

5 Q. Did you ever --

6 A. I don't understand what is that. The professional try and
7 try and try and all the time they have a problem and problem.
8 You are not talking about one professional, another one,
9 another one, another one. I did anything I can. Anything I
10 can to try to resolve the problem with the city.

11 The City set me up. The city trap me. The city set
12 me up not to get the license. That's what the city did. They
13 set me up not to get the license in order to take for me my
14 liquor store and destroy my business. That's exactly what's
15 happened.

16 Q. You said it just now. You did everything in your power,
17 right?

18 A. Everything in my power.

19 Q. When you were sitting with across from the clerk on
20 June 27th at the finance department did you say, look, I have
21 got my checkbook, how much do I owe you to get my BTR? Did you
22 ask that?

23 A. But you are talking about the violation from December and
24 then violation from June 25 and then another violation that
25 come and come and come. So when does it stop? When are you

1 going to stop with it? When are you going to let me work and
2 not attack me with all the violations? When you going to do
3 it?

4 Q. Sir, answer my question.

5 A. Why should I answer you?

6 Q. Answer my question, sir. When you were sitting in front of
7 that clerk on June 27th, did you say I have my checkbook right
8 here, how much do I owe you to get the BTR? You didn't do
9 that, did you, sir?

10 A. I answer you many time already.

11 Q. You didn't do it?

12 A. I don't have problem to pay any money. If any money, I
13 don't have problem to pay.

14 Q. You refused to pay the December 16, 2016 invoice, the
15 citation, you refused to pay it on June 27?

16 A. I appeal it because it was the wrong violation and I wasn't
17 agreeing with all these violations, that we getting attacked
18 from the city for no reasons. And changing ordinance from time
19 to time. You know, how many time you change the ordinance in
20 the city in the last year? Maybe four or five times. If you
21 ask any liquor store or any convenience store what time is the
22 hours right now, right now today, even the code enforcement
23 doesn't know when to open and when to close. Then you come
24 with the code enforcement and give violation, then you attack
25 me and what? Just pay the thousand dollars, just pay another

1 thousand dollars, and then it's \$5,000 and then \$10,000.

2 Q. The answer to my question is --

3 THE COURT: Let's move on to another area.

4 BY MR. PAPPAS:

5 Q. Sir, you were not present with Mr. Rosen --

6 A. Shame on you.

7 Q. You were in the presence -- excuse me? Excuse me, sir?

8 A. Sorry.

9 Q. What did you say?

10 THE COURT: He said shame on you. Let's go. Move
11 along.

12 BY MR. PAPPAS:

13 Q. You were not present with Mr. Rosen on August 28 when you
14 allegedly met with the special master, correct? You were not
15 there?

16 A. No.

17 Q. You have no idea what he did with the check, do you?

18 A. Who? Mr. Rosen?

19 Q. Yes.

20 A. He told us that he gave the check.

21 Q. You weren't there though, right?

22 A. I wasn't there.

23 Q. Were you in Miami in September?

24 A. Yes.

25 Q. Right. Do you remember what happened on the weekend of

1 September 9th and 10th?

2 A. No.

3 Q. Do you remember Hurricane Irma?

4 A. I remember Hurricane Irma.

5 Q. You remember the city shut down on a Thursday? The city
6 shut down I think even on Wednesday.

7 A. So what's happened before. Every Thursday you have the
8 special master. What happened before, the week before? You
9 move the computer from office to another office and then shut
10 down again.

11 Q. Right, sir. You know that the city was shut down on
12 September 7th, correct? Correct? That was the --

13 A. I didn't know exactly when the city shut down, when the
14 city opened.

15 Q. And you knew that the city remained shut down on
16 September 14th after Hurricane Irma, correct? Correct?

17 A. I am sorry. I need to drink some water. Can I?

18 Q. Yes, of course. Tell me when you are ready.

19 Are you all set?

20 A. Yes.

21 Q. You did not go down to the City of Miami Beach on
22 September 28th, Thursday, September 28th, 2017, correct?

23 A. What you mean?

24 Q. You didn't go in person on Thursday, September 28?

25 A. I went on 28, 29.

1 Q. You did?

2 A. I went. I don't remember the date exactly, you know, but I
3 went after they told me to sign the order and go pay your BTR.

4 Q. Right. And --

5 A. Harold told me go pay your BTR.

6 Q. Did you renew your Ocean 11 BTR on September 28?

7 A. They didn't allow me.

8 Q. Why not?

9 A. Because they told me that I have a violation.

10 Q. Did you have a violation on Ocean 11?

11 A. Some signed violation.

12 Q. Did you pay for the violation?

13 A. No. They dismiss the violation.

14 Q. When?

15 A. They dismiss it for some -- they dismiss the violation and
16 then I went Monday and I paid.

17 Q. Tuesday?

18 A. Actually, actually, I don't remember how it was working.

19 Q. So you had an open violation on September 28th on Ocean 11
20 and they wouldn't let you renew, correct?

21 A. Yeah, I think so.

22 Q. Right. Then when you had to pay -- then you renewed Ocean
23 11 on October 3?

24 A. On October 3.

25 Q. You went down in person with your checkbook. Now the

1 violation was resolved and you could pay your bill, right, just
2 like they told you for Ocean 9 back on June 27? Right?

3 A. The code enforcement dismiss the violation.

4 Q. It was resolved?

5 A. They dismiss the violation and then I went and pay, yeah.

6 And exactly like I tried to do on September 28th when the
7 violation, the three violation was resolved with the special
8 master, I went to pay and they didn't accept it.

9 Q. Right.

10 A. They didn't accept both of them.

11 Q. You went to the cashier, right?

12 A. On October 3, yeah.

13 Q. No. On September 28 you went to the cashier at the finance
14 department?

15 A. No. No.

16 Q. Did you go personally?

17 A. I went to finance, not to the cashier. It's two different
18 windows.

19 Q. Right, and they opened up your screen and still saw open
20 violations?

21 A. Yes.

22 Q. Did you have the agreed order with you? Did you have it
23 with you?

24 A. No, I didn't have it.

25 Q. Right. Was --

1 A. I didn't have that, the agreed order. I had it -- I had
2 agreed order. Rochelle -- I didn't have the agreed order with
3 me.

4 Q. You didn't?

5 A. I didn't have the agreed order with me. I didn't.

6 Q. You didn't have a copy of it?

7 A. I had a copy.

8 Q. You didn't have it with you?

9 A. I didn't have it with me.

10 Q. The clerk at the city finance department said I have no
11 evidence that you have an agreed order, correct?

12 A. So what did -- I don't understand. So I don't think that
13 you going to trick me another two days or something happen. I
14 just thought that I resolved the problem. I come to pay. They
15 tell me you can't pay because you still have the violations.
16 It doesn't -- to something like this, you think it's a matter
17 of one day, you know. So I went Friday -- I think Friday -- it
18 was Thursday or Friday, and then I went again on Tuesday.

19 Q. Sir --

20 A. I went every day. Almost every day I tried to pay.

21 Q. Your license was now over a year old at that point in time,
22 expired, correct?

23 A. After.

24 Q. Right. You had admitted the violations of the hours
25 problems at your stores, correct? You admitted that those

1 violations were valid, correct?

2 A. Yeah.

3 Q. And you never ever wrote a check for --

4 A. They never accept a check for me.

5 Q. My question is --

6 A. They never accept without result of violation. They never
7 accept the check. After September 28, when I was in the
8 finance, they never accept a check from Ocean 9 Liquor.

9 Q. On June 27 --

10 A. Back to June 27?

11 Q. From June 27 --

12 A. Okay.

13 Q. -- until October 6th, you never wrote a check for the
14 \$2,240 that they showed was owing for your BTR just like on the
15 invoice that they gave you on June 27 in person with the late
16 charge? You never, ever wrote that check and handed it to
17 them, did you?

18 A. They never let me hand it.

19 Q. My question is different. You never wrote the check like
20 you wrote the thousand dollar check, you never wrote the
21 2,200 --

22 A. Everybody leave me. The city, the city, the officer in the
23 city, everybody there, Rochelle Malik, Rosen, everybody leave
24 me that I need to resolve the violation in order to pay my BTR.
25 I never, technically I never did it. I never did it. I never

1 did it.

2 Q. Thank you.

3 A. I never did it because -- I never did it because nobody
4 allowed me to pay. Nobody allowed me to pay.

5 Q. I think you have answered my question.

6 A. This is the way, you know, the city set you up. So it's --

7 Q. You never appealed the October 6th, 2017 violation, did
8 you?

9 A. They told me -- no, I never appealed this September 6.

10 Q. October 6.

11 A. October 6 violation.

12 Q. The violation when they closed you down for not having a
13 BTR, you never appealed that according to the city's procedures
14 of filing a written notice of appeal; you never did that, did
15 you?

16 A. I never appealed it.

17 Q. Correct?

18 A. I never appeal it.

19 Q. Right.

20 A. I never appeal. I went to a lawsuit.

21 Q. You have never --

22 A. I went to a lawsuit.

23 Q. You have never --

24 A. I saw that I can't do anything, you know, without lawsuit,
25 without sitting with the city authority and talk to them and

1 try to resolve the problem.

2 Q. You have never filled out an application for a new BTR,
3 correct?

4 THE WITNESS: What shall I --

5 THE COURT: Just answer the question yes or no.

6 A. No.

7 BY MR. PAPPAS:

8 Q. You have never appealed from your claim that the city will
9 not issue you a new BTR, correct?

10 A. I never appeal if you mean on the October 6 violation, I
11 never appeal. I went to a lawsuit.

12 Q. And you have never gone to the city and said you have
13 wrongfully refused my BTR, I want to appeal, correct?

14 A. I had people, professional people, trying to deal with the
15 city every day, every day. Every day talking with the city
16 manager, talking with the city attorney, talking with anybody
17 possible.

18 Q. You have never had a hearing with the city manager
19 regarding your BTR license, correct?

20 A. What? Excuse me?

21 Q. I will rephrase it.

22 A. Okay.

23 Q. You have never had a meeting with the city manager,
24 regarding your BTR license for Ocean 9, 865 Collins Avenue,
25 correct?

1 A. I had a meeting with the city manager.

2 Q. You had a meeting with the city manager. Have you ever had
3 a hearing with the city manager?

4 A. I had a meeting with the city manager. We did
5 professional. We did Rochelle Malik. We tried to resolve the
6 problem to pay the BTR and they didn't accept it.

7 Q. And did you appeal the city manager's refusal to accept
8 your BTR? Did you appeal?

9 A. I didn't appeal. On the violation you are talking about or
10 not accept my payment for the BTR?

11 Q. Yes.

12 A. I don't understand what you are asking me.

13 Q. We are talking about your claim that the city refused --

14 A. What answer I can do? I had three lawyers working on it.

15 Q. Sir --

16 A. With a city manager, with a city attorney, with all the
17 people. You asked me if I didn't appeal.

18 Q. Yes.

19 A. It was obvious that I can't get anything. I can't get
20 anything. It over here that the city attorney order not to
21 issue me any license. It's over here. How can I -- what
22 appeal what? I went to lawsuit. What appeal? You ask me for
23 appeal.

24 Q. Did you ever file a lawsuit in the state court system
25 claiming --

1 THE COURT: You don't need to ask these questions.
2 It's uncontroverted that he never filed any lawsuit.

3 MR. PAPPAS: We don't know that.

4 THE COURT: Stipulate that -- excuse me, sir? Quiet.

5 THE WITNESS: I am sorry, your Honor.

6 THE COURT: Let me tell you something. You are in a
7 court of law. You answer a question when you are asked. This
8 isn't for you to stand on a podium and make announcements.

9 Do you understand?

10 THE WITNESS: Yes. I am sorry.

11 THE COURT: Do you stipulate there has not been a
12 state lawsuit filed in this matter?

13 MR. PAPPAS: Yes.

14 THE COURT: How much more do you have?

15 MR. PAPPAS: None.

16 THE COURT: Redirect.

17 MR. HUDSON: Nothing, your Honor.

18 THE COURT: You can step down, sir.

19 (Witness excused)

20 THE COURT: We are going to take a lunch break.

21 Is the plaintiff calling anybody else?

22 MR. HUDSON: No. We are done.

23 THE COURT: Defendants, who are you calling?

24 MR. ARANA: Manuel Marquez.

25 THE COURT: What about the second person?

1 MR. ARANA: No, your Honor.

2 THE COURT: I don't want 80 pages on this thing.

3 MR. HUDSON: No, I won't have time to do 80. We will
4 do ten good pages.

5 THE COURT: Thanks, everybody, for your hard work
6 today. I will try to get something out quickly.

7 Court is in recess.

8 Thank you, all. Have a good Thanksgiving.

9 MR. HUDSON: Thank you for giving us a quick hearing.
10 We appreciate it.

11 C E R T I F I C A T E

12

13 I hereby certify that the foregoing is an accurate
14 transcription of the proceedings in the above-entitled matter.

15

16

17 November 22, 2017 /s/ Jill M. Felicetti
18 Jill M. Felicetti, RPR, CRR, CSR
19 Official Court Reporter
20 400 N. Miami Avenue, Suite 08S27
21 Miami, Florida 33128
22 jill_felicetti@flsd.uscourts.gov
23
24
25

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA**

Case No. 1:17-cv-23958-UU

BEACH BLITZ CO., a Florida corporation
d/b/a OCEAN 9 LIQUOR, and
d/b/a as OCEAN 11 MARKET,

Plaintiff,

v.

CITY OF MIAMI BEACH, FLORIDA, *et al.*,

Defendants.

ORDER AFFIRMING MAGISTRATE JUDGE’S REPORT

THIS CAUSE is before the Court upon Plaintiff’s Emergency Motion for Preliminary Injunction (the “Emergency Motion”). D.E. 4. On December 1, 2017, the Honorable John O’Sullivan, United States Magistrate Judge, issued a Report and Recommendation (the “Report”) (D.E. 43) recommending that Plaintiff’s Emergency Motion be DENIED. Both parties filed objections to the Report (the “Objections”). D.E. 51 and 52.

THE COURT has reviewed the Emergency Motion, the Objections, the record herein, and is otherwise fully advised in the premises.

Upon *de novo* review, the Court agrees with Magistrate Judge O’Sullivan’s Report and concurs in all of his findings. Plaintiff’s objections (D.E. 51) to the Report are without merit, are identical to the arguments that were previously raised in the Emergency Motion, and are specifically and properly addressed in Magistrate O’Sullivan’s analysis of the claims. Defendant, however, raises specific objections to a number of the Report’s findings of fact. D.E. 52. The Court addresses each objection in turn.

First, Defendant objects to the Report's finding that Plaintiff's store, Ocean 9 Liquors ("Ocean 9"), was closed on October 6, 2007 for failing to timely obtain a Business Tax Receipt ("BTR"). D.E. 43 at *3. Defendants assert that the evidence shows that Ocean 9 was closed because it continued to operate without a BTR for more than a year. D.E. 52 at *2. According to Defendants, "[t]he distinction is important because, given the amount of time Beach Blitz was without a BTR license, under the City's procedures, Beach Blitz would be required to file a new application for a new BTR license". *Id.* at *2-3. However, the testimony Defendants cite in support of their argument only confirms the Report's finding of fact. When asked to describe the violation Ocean 9 received on October 6, 2017, Defendants' witness Hernan Cardeno testified as follows: "This is a notice of violation, issued on October 6, 2017, for failing to obtain a business tax receipt as required by ordinance." D.E. 51-1, p. 35, L. 22-25. Moreover, the October 6, 2017 "Notice of Violation" issued to Plaintiff states that the violation was issued for "Failing to obtain Business Tax Receipt. 2nd Offense". D.E. 39-14. Accordingly, Defendants' first objection is overruled.

Defendants' second objection is to the Report's description and consideration of the testimony of Dorian Doar, Plaintiff Beach Blitz Co.'s principal. According to Defendants, Mr. Doar's testimony was self-serving and contrary to the record. Therefore, Defendants "object[] to them being considered findings of fact." D.E. 52 at *3. A review of the hearing transcript shows that Mr. Doar's testimony was not controverted by the record. Mr. Doar testified regarding his experience dealing with an employee of the City of Miami Beach's Finance Department. Defendants did not call that employee to testify at the hearing to controvert Mr. Doar's testimony nor did they present sufficient evidence to show that Mr. Doar's account of his interaction with such employee was inaccurate. Defendants' argument that Mr. Doar's account is false is solely

based on what they would expect an employee of the Finance Department to say, not what such employee actually did say to Mr. Doar. As such, Defendants' claim that Mr. Doar's testimony is "contrary to the undisputed record" is a gross overstatement and unsupported by the record. Defendants' second objection is, therefore, overruled.

Defendants also object to the Report's finding that the earlier violation issued to Ocean 9 was for failing to timely renew a BTR. D.E. 43 at *5-6. Defendants point out that the violation was for "operating a business without the requisite BTR license, not for 'failing to timely renew.'" D.E. 52 at *4. A review of the actual citation shows that the violation was for "Failure to obtain a Business Tax Receipt." D.E. 39-12. Accordingly, the Court sustains Defendants' third objection in that the violation was for failure to obtain a BTR, rather than for failure to "renew" the BTR.

Defendants' fourth "objection" does not amount to an objection. Defendants again take issue with Mr. Doar's testimony, this time arguing that if Mr. Doar had given the Finance Department employee "correct" information, the employee would have responded to his BTR inquiry differently. Accordingly, there is no objection, just speculation. As such, Defendants' fourth objection is overruled.

Defendants' last objection to the Report's finding of fact is a simple clarification. The Report states that "[h]ad the plaintiff made an online payment for a BTR, the BTR for [Beach Blitz] would have been issued once the plaintiff paid its outstanding violations, even if those violations were not paid until October 2017." D.E. 43 at *10. Defendants would like the record to reflect that had Plaintiff "paid for its 2016 fiscal year BTR at any point before September 30, 2017, Plaintiff's account would have remained open and the BTR would have been issued once Plaintiff paid its outstanding violations, even if those violations were paid October 1, 2017 or

thereafter”, in accordance with Manuel Marquez’s testimony. D.E. 51-1 at *129, 99-100, 103-04. The Court sustains this objection for the purposes of clarity.

Finally, Defendants object to the Magistrate’s conclusions that: (i) the harm that plaintiff would suffer if an injunction is not issued outweighs any harm Defendants may suffer; and (ii) that denying the injunction would neither serve nor disserve the public interest. Defendants’ objections to these two conclusions are based on the same arguments that were previously raised in their Response to the Emergency Motion (D.E. 22), and are specifically and properly addressed in the Report. Consequently, Defendants’ objections to the Magistrate’s conclusions of law are overruled. Accordingly, it is hereby

ORDERED AND ADJUDGED that the Report of the Magistrate Judge, D.E. 43, is RATIFIED, ADOPTED, and AFFIRMED. It is further

ORDERED AND ADJUDGED that Plaintiff’s Objections, D.E. 51, are OVERRULED. It is further


ORDERED AND ADJUGDED that Defendant’s Objections, D.E. 52, are GRANTED IN PART and OVERRULED IN PART as follows:

- I. Defendants’ Third and Fifth objections to the Report’s findings of fact are SUSTAINED;
- II. Defendants’ First, Second, and Fourth objections to the Report’s findings of fact are OVERRULED; and
- III. Defendants’ objections to the Report’s conclusions of law are OVERRULED.

It is further

ORDERED AND ADJUGDED that Plaintiff’s Emergency Motion, D.E. 4, is DENIED.

DONE AND ORDERED in Chambers at Miami, Florida, this 22d day December, 2017.


URSULA UNGARO
UNITED STATES DISTRICT JUDGE

cc:
counsel of record via cm/ecf

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION

CASE NO. 1:17-cv-23958-UU

BEACH BLITZ CO., a Florida
corporation d/b/a OCEAN 9 LIQUOR,
and d/b/a as OCEAN 11 MARKET,

Plaintiff,

v.

CITY OF MIAMI BEACH, FLORIDA,
a municipal corporation of the State of Florida,
PHILIP LEVINE, an individual,
JIMMY MORALES, an individual,
MICKEY STEINBERG, an individual,
RICKY ARRIOLA, an individual,
MICHAEL GREICO, an individual,
JOY MALAKOFF, an individual,
KRISTEN ROSEN GONZALEZ, an individual,
JOHN ELIZABETH ALEMAN, an individual,
RAUL J. AGUILA, an individual, and
ALEKSANDR BOKSNER, an individual,

Defendants.

AFFIDAVIT OF MANUEL MARQUEZ

STATE OF FLORIDA)
) ss.
COUNTY OF MIAMI-DADE)

BEFORE ME, the undersigned authority, personally appeared Manuel Marquez, who
after being duly sworn, states:

1. My name is Manuel Marquez and I am over the age of 21 and am competent to
testify to the matters set forth in this Affidavit, which are based upon my personal knowledge,

including my knowledge of the business records of the City of Miami Beach, Florida (the “City”).

2. I currently serve as the Assistant Director of Finance of the City of Miami Beach, and have held that position since 2011.

3. A Business Tax Receipt (“BTR license”) is akin to an occupational license, and is required for any business engaging in the privilege of operating a business in the City of Miami Beach. An application for a BTR license is reviewed by numerous City Departments to protect the public interest, including Planning and Zoning, Concurrency, Building, Fire, Police, Risk Management, Public Works, Finance, and Code.

4. Beach Blitz Co. (“Beach Blitz”) has owned and operated a package liquor store in the City’s Mixed Use Environment District (“MXE”) at 865 Collins Avenue, Miami Beach, Florida since approximately 2012.

5. Beach Blitz first applied for and obtained a BTR license for a liquor store for the 2011-2012 fiscal year. *See* Exhibit 1 hereto. Beach Blitz renewed its BTR license for the 2012-2013, 2013-2014, and 2014-2015 fiscal years. *See, e.g.*, Exhibit 2 hereto.

6. Effective October 1, 2015, Beach Blitz applied for and renewed its BTR license for the 2015-2016 fiscal year. *See* Exhibit 3 hereto.

7. On or about July 1, 2016, in the ordinary course of business, the City mailed Beach Blitz a renewal notice, reminding the company to renew the BTR license for the 2016-2017 fiscal year. *See* Exhibit 4 hereto. Beach Blitz did not pay its renewal fee by September 30, 2016.

8. The BTR license expired on September 30, 2016. Thus, Beach Blitz was operating its liquor store illegally as of October 1, 2016. *See* Exhibit 3 hereto.¹

9. At no time during the 2016-2017 fiscal year, from October 1, 2016 through September 30, 2017, did Beach Blitz submit payment to the City to renew its BTR license. At no time during the 2016-2017 fiscal year did the City refuse payment from Beach Blitz to renew its BTR license.

10. On or about October 1, 2017, one year after the expiration of Beach Blitz's BTR license, the status of the BTR license changed from "expired" to "closed." *See* Exhibit 5 hereto. Once a business entity's license status is "closed," the business must submit a new BTR license application pursuant to Section 102-371 of the City Code in order for the City to act on a request for a BTR license.

11. To date, Beach Blitz has not submitted any application for a new BTR license, nor has any application for a BTR license been denied by the City. If any application for a new BTR license had been submitted and denied, the person who submitted the application could have appealed the denial pursuant to Section 102-372 of the City Code.

12. On or about October 4, 2017, Beach Blitz paid a \$1,000 fine pursuant to a consent agreement with the City to resolve three outstanding notices of violation. There is no record that the City ever refused payment of the \$1,000 settlement payment prior to October 4, 2017. There is no record that Beach Blitz submitted any payment for a new BTR license along with its \$1,000 settlement payment.

13. On October 11, 2017, over one year after Beach Blitz's 2016-2017 BTR license expired, Beach Blitz submitted payment to the City for a BTR license. *See* Exhibit 6 hereto.

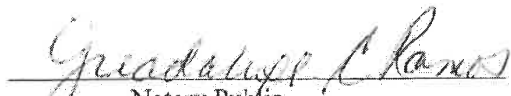
¹ Beach Blitz owns and operates a second package liquor store at 1100 Collins Avenue for which it maintains an active BTR license.

Because Beach Blitz's license status was "closed" at the time the payment was made, a new BTR license application would need to be submitted pursuant to Section 102-371 of the City Code in order for the City to act on a request for a BTR license.

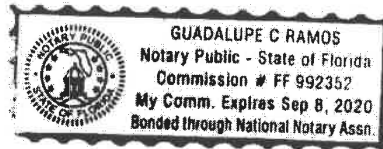
FURTHER AFFIANT SAYETH NAUGHT.


MANUEL MARQUEZ

Sworn to and subscribed before me this 13th
day of November, 2017.


Notary Public

My commission expires: 9.8.2020



IN AND BEFORE THE SPECIAL MASTER OF
THE CITY OF MIAMI BEACH

CODE VIOLATION CASE NOS. CC2016-01704
CC2017-03102
CC2017-03103

BEACH BLITZ, CO. c/o
DOAR, DORON,

Petitioner,

vs.

CITY OF MIAMI BEACH,

Respondent.

AGREED ORDER

This cause came before the Special Master of the City of Miami Beach, upon stipulation and agreement of Harold Rosen, Esquire, on behalf of Beach Blitz, Co. c/o Doar, Doron, 865 Collins Avenue, #D, Miami Beach (hereinafter referenced as the "Petitioner"), and Deputy City Attorney, Aleksandr Boksner, counsel to Respondent, the City of Miami Beach (hereinafter referenced as the "City"), regarding the above-styled appeal before the Special Master of certain violation(s) against the real property which is located at 865 Collins Avenue, #D, Miami Beach, Florida (the "Property") and the Code Enforcement matter referenced below in this Agreed Order. Respective counsel to City and the Petitioner having agreed to the terms of this Order,

IT IS HEREBY ORDERED AND ADJUDGED as follows:

1. Petitioner, Beach Blitz Co. c/o Doron Doar admit to the legitimacy of the violation charged under Citation/Violation Nos. CC2016-01704, CC2017-03102 and CC2017-03103, and recognize that the violation was properly issued by the City of Miami Beach;

2. Citation/Violation Nos. CC2016-01704, CC2017-03102 and CC2017-03103 are hereby AFFIRMED. The Parties stipulate that a factual basis exists to establish this offense violation by the appropriate legal standard for this proceeding, and the City shall not need to establish the legitimacy.

3. The Petitioner shall be assessed a fine in the amount of One Thousand (\$1,000.00) Dollars, which shall be due within thirty (30) days of the entry of this Agreed Order.

DONE AND ORDERED by the Special Master of the City of Miami Beach, this 20th day of September, 2017.



SPECIAL MASTER
As Special Master for the City of Miami Beach

Copies furnished to:

Aleksandr Boksner, First Assistant City Attorney at sandracaba@miamibeachfl.gov
Harold Rosen, 407 Lincoln Road, Suite 2A, Miami Beach, Florida 33139



Planning Review

Workflow Details

Name: BTR/Planning Queue Description: BTR/Planning Queue

Status: Fall Action Priority Order: 0 Sort Order: 0

Received Date: 01/19/2018 Due Date: 01/19/2018 Complete Date: 01/19/2018

☒ Needs Resubmit ☒ Completed ☒ Auto-Resubmit

Item Review / Note

Drag a column header and drop it here to group by that column

Assigned User	Status	Assigned Date	Due Date	Completed Date	Priority	Not Required	Comments
William, Steven	Fall	01/19/2018	02/09/2018	01/19/2018	0		After further review Sect ...

EnerGov

After further review Section 142-544 of the City's Land development Regulations applies to the proposed use.

Sec. 142-544. - Prohibited uses.

The prohibited uses in the MXE mixed use entertainment district are package stores and package sales of alcoholic beverages by any retail store or alcoholic beverage establishment. Additionally, entertainment uses shall be prohibited in package stores.

OK Cancel

Last changed by Service, EnerGov on Friday, January 19, 2018 5:17 PM

Business Tax Receipt

HTR00358-12-2017

Business Name: BEACH BLITZ CO. D/B/A OCEAN 9 LIQUOR DBA: OCEAN 9 LIQUOR

License Type: Business License District: CCC Applied Date: 12/27/2017

Classification: BTR Issued By: Issued Date: Enter date

Status: Denied Account Number: Expiration Date: Enter date

Description: Ref: EnerGov

License Year: 201

Parcels (30)

Drag a column header and drop it here to group by that column

Text

Custom

Planning

After fu

EnerGov

After further review Section 142-544 of the City's Land development Regulations applies to the proposed use.

Sec. 142-544. - Prohibited uses.

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OK Cancel

12:30 PM

01:23 PM

17:33 PM

Add Note

Last changed by Casto, Joannie on Friday, January 19, 2018 5:18 PM

**CITY OF MIAMI BEACH
CERTIFICATE OF USE, ANNUAL FIRE FEE, AND BUSINESS TAX RECEIPT**

1700 Convention Center Drive
Miami Beach, Florida 33139-1819

TRADE NAME: BEACH BLITZ CO.
IN CARE OF: DORAN DOAR
ADDRESS: 13441 NW 5 CT
PLANTATION, FL 33325

RECEIPT NUMBER: RL-10005692
Beginning: 10/01/2011
Expires: 09/30/2012
Parcel No: 0242032580040

A penalty is imposed for failure to keep this Business Tax Receipt exhibited conspicuously at your place of business.

A certificate of Use / Business Tax Receipt issued under this article does not waive or supersede other City laws, does not constitute City approval of a particular business activity and does not excuse the licensee from all other laws applicable to the licensee's business.

This Receipt may be transferred:

A. Within 30 days of a bonafide sale, otherwise a complete annual payment is due.

B. To another location within the City if proper approvals and the Receipt are obtained prior to the opening of the new location.

Additional Information

Storage Locations

TRADE ADDRESS: 865 COLLINS AVE, D

Code 007701 birapp	Certificate of Use/Occupation LIQUOR SALES BUSINESS TAX RECEIPT APPLICATION FEE
--------------------------	---

CERTIFICATE OF USE SQUARE FOOTAGE PRORATION C_U # OF UNITS LIQUOR INVENTORY	300 1800 quart 1800 \$ 15000
---	--

FROM: CITY OF MIAMI BEACH
1700 CONVENTION CENTER DRIVE
MIAMI BEACH, FL 33139-1819

PRESORTED
FIRST CLASS
U.S. POSTAGE
PAID
MIAMI BEACH, FL
PERMIT No 1525

BEACH BLITZ CO.
865 COLLINS AVE, D
MIAMI BEACH, FL 33139-5807



**CITY OF MIAMI BEACH
CERTIFICATE OF USE, ANNUAL FIRE FEE, AND BUSINESS TAX RECEIPT**

1700 Convention Center Drive
Miami Beach, Florida 33139-1819

TRADE NAME: BEACH BLITZ CO. D/B/A OCEAN 9 LIQUOR
IN CARE OF:
ADDRESS:

RECEIPT NUMBER: RL-10005692
Beginning: 10/01/2014
Expires: 09/30/2015
Parcel No: 0242032580040

A penalty is imposed for failure to keep this Business Tax Receipt exhibited conspicuously at your place of business.

A certificate of Use / Business Tax Receipt issued under this article does not waive or supersede other City laws, does not constitute City approval of a particular business activity and does not excuse the licensee from all other laws applicable to the licensee's business.

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Additional Information

Storage Locations

TRADE ADDRESS: 865 COLLINS AVE, D

Code	Certificate of Use/Occupation
007701	LIQUOR SALES
240029	ENTERTAINMENT ESTABLISHMENT W/O DANCING

CERTIFICATE OF USE	300
SQUARE FOOTAGE	1800
C_U # OF UNITS	1800
LIQUOR INVENTORY	\$ 15000
DANCE_ENT W_O ALCOH	Y

FROM: CITY OF MIAMI BEACH
1700 CONVENTION CENTER DRIVE
MIAMI BEACH, FL 33139-1819

PRESORTED
FIRST CLASS
U.S. POSTAGE
PAID
MIAMI BEACH, FL
PERMIT No 1525

BEACH BLITZ CO.
865 COLLINS AVE, D
MIAMI BEACH, FL 33139-5807



**CITY OF MIAMI BEACH
CERTIFICATE OF USE, ANNUAL FIRE FEE, AND BUSINESS TAX RECEIPT**

1700 Convention Center Drive
Miami Beach, Florida 33139-1819

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Additional Information

TRADE ADDRESS: 865 COLLINS AVE, D

Code	Certificate of Use/Occupation
003602	AUTO TELLER MACHINES
007700	FOOD SALES
007701	LIQUOR SALES
012065	MERCHANTS SALES
240029	ENTERTAINMENT ESTABLISHMENT W/O DANCING

Storage Locations

CERTIFICATE OF USE	
SQUARE FOOTAGE	300
RETAIL INVENTORY	1800
C_U # OF UNITS	\$ 15000
FOOD INVENTORY	1800
LIQUOR INVENTORY	\$ 500
# OF AUTOTELLER MACH	\$ 1000
DANCE_ENT W_O ALCOH	1
	Y

FROM: CITY OF MIAMI BEACH
1700 CONVENTION CENTER DRIVE
MIAMI BEACH, FL 33139-1819

PRESORTED
FIRST CLASS
U.S. POSTAGE
PAID
MIAMI BEACH, FL
PERMIT No 1525

BEACH BLITZ CO.
865 COLLINS AVE, D
MIAMI BEACH, FL 33139-5807

