

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

CASE NO. 07-43672 CA 09

STATE OF FLORIDA,
OFFICE OF FINANCIAL REGULATION,

Plaintiff,

vs.

BERMAN MORTGAGE CORPORATION,
ETC., ET AL.,

Defendants.

And

DB TAMPA, LLC., ETC., ET AL.,

Relief Defendants.

**ORDER ON MOTION OF GILES CONSTRUCTION GROUP, INC.
FOR CONTEMPT AND FOR ORDER TO SHOW CAUSE**

ORDER GRANTING STAY

THIS MATTER came before me June 16, 2008 on the Motion of GILES CONSTRUCTION GROUP, INC., for an Order which requested that SKILLED SERVICES OF TAMPA BAY, LLC, a Florida Limited Liability Company and/or their counsel, Eric J. Partlow, Esquire, be held in contempt of this Court or, further moving for an Order to Show Cause why both the company and their counsel should not be held in contempt. The Court has considered this Motion, has heard argument of counsel representing SKILLED SERVICES OF TAMPA BAY, LLC., and its law firm and has further heard from counsel for the Receiver, such Receiver having been previously appointed by Order of this Court dated December 11, 2007.

GILES CONSTRUCTION GROUP, INC., has sought relief from this Court based on the perceived inability of GILES CONSTRUCTION GROUP, INC., to defend itself, inclusive of

making third party claims or crossclaims against DB TAMPA, LLC, a Florida Limited Liability Company. This inability to properly defend itself is based on this Court's Order entered on December 11, 1007 which entered an Injunction staying proceedings as such proceedings relate to a series of companies, including DB TAMPA, LLC.

SKILLED SERVICES OF TAMPA BAY, LLC., a Florida Limited Liability Company, and their counsel proceeded in securing a Final Judgment against GILES CONSTRUCTION GROUP, INC., in the Thirteenth Judicial Circuit in and for Hillsborough County, Florida, the action in which the Final Judgment was rendered bearing the caption *Skilled Services of Tampa Bay, LLC vs. Giles Construction Group, Inc., a Florida Corporation and DB Tampa, LLC., a Florida Limited Liability Company, etc.*, Case No. 07-8540, Division: K. The argument of counsel on behalf of SKILLED SERVICES OF TAMPA BAY, LLC., and the law firm was to the effect that neither GILES CONSTRUCTION GROUP, INC., nor SKILLED SERVICES OF TAMPA BAY, LLC., are named as parties to the Injunction, that the Injunction only prohibits the prosecution of civil actions or the enforcement of judgments against the "Receivership Defendants"; therefore they would not be bound by the Injunction which the Court had previously entered.

Counsel for GILES CONSTRUCTION GROUP, INC., represents, and counsel for SKILLED SERVICES OF TAMPA BAY, LLC., and the law firm do not contest, that SKILLED SERVICES OF TAMPA BAY, LLC., and the law firm had actual notice of the Court's Injunction of December 11, 2007 prior to the time the Summary Judgment hearing was set and argued.

Based on the foregoing, the Court FINDS AND ADJUDGES that it's prior Order of December 11, 2007 does embrace and direct itself to preserving and maintaining, *pendent lite* the property and assets of a variety of these defendants, including DB TAMPA, LLC.

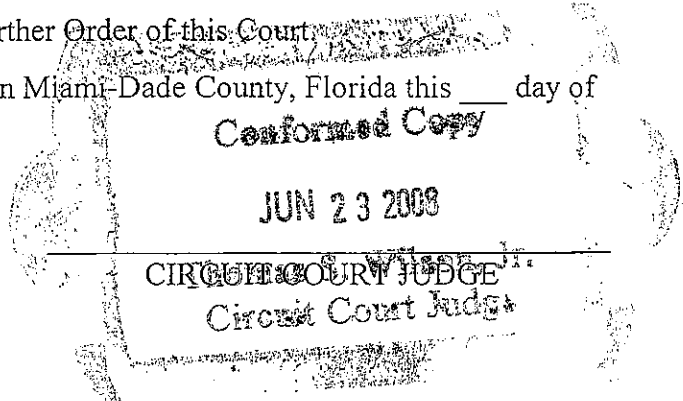
The maintenance of claims which would necessarily require joinder of DB TAMPA, LLC., as a Cross Defendant or Third Party Defendant would and could substantially affect this Court's ongoing efforts in this pending litigation. It is therefore, —

ORDERED AND ADJUDGED that the Motion of GILES CONSTRUCTION GROUP, INC., for contempt or for entry of an Order to Show Cause is DENIED. However, SKILLED

SERVICES OF TAMPA BAY, LLC., a Florida Liability Company and their counsel, having been given actual notice of the entry of this Court's Order of December 11, 2007 are hereby ENJOINED and STAYED from proceeding to sell, hypothesize or otherwise execute on the Final Judgment against GILES CONSTRUCTION GROUP, INC., entered on May 20, 2008 (a copy of which is attached hereto as Exhibit "A") until further Order of this Court.

DONE AND ORDERED in Chambers in Miami-Dade County, Florida this ___ day of June, 2008.

Copies furnished to:
Norman Malinski, Esquire
Eric J. Partlow, Esquire
Norman S. Segall, Esquire
James Gassenheimer, Esquire



IN THE CIRCUIT COURT FOR THE THIRTEENTH JUDICIAL CIRCUIT
OF FLORIDA, IN AND FOR HILLSBOROUGH COUNTY
CIVIL DIVISION

SKILLED SERVICES OF TAMPA BAY, LLC,
a Florida limited liability company,

Plaintiff,

Case No.: 07-8540
Division: K

v.

GILES CONSTRUCTION GROUP, INC., a Florida
corporation and DB TAMPA, LLC, a Florida
limited liability company, UNKNOWN PERSON
IN POSSESSION OF THE SUBJECT REAL
PROPERTY, IF LIVING, AND ALL UNKNOWN
PARTIES CLAIMING BY, THROUGH, UNDER
AND AGAINST THE ABOVE NAMED
DEFENDANTS WHO ARE NOT KNOWN TO BE
DEAD OR ALIVE WHETHER SAID UNKNOWN
PARTIES MAY CLAIM AN INTEREST AS
SPOUSES, HEIRS, DEVISEES, GRANTEEES, OR
OTHER CLAIMANTS,

Defendants.

FINAL JUDGMENT AGAINST GILES CONSTRUCTION GROUP, INC.

THIS MATTER having come before the Court for hearing on May 1, 2008 upon Plaintiff's motion for summary final judgment against defendant Giles Construction Group, Inc. and the Court having considered said motion, the affidavits of record, and being otherwise duly advised in the premises, hereby finds as follows:

1. This Court has jurisdiction over the parties and the subject matter relevant to the motion *sub judice*.
2. Plaintiff Skill Services of Tampa Bay, LLC (n/k/a CLP Resources, Inc.) ("Skilled Services" or "Plaintiff") has moved for summary final judgment on Counts I and II of its complaint (the "Motion for Summary Judgment"). Counts I and II assert claims only against

Giles Construction Group, Inc.'s ("Giles") for breach of express contract and alternatively breach of contract implied in fact respectively.

3. The affidavit of Karolina Mark as Credit Manager for Skilled Services establishes that Skilled Services entered into a valid express contract with Giles (the "Contract") and that Skilled Services properly performed the contracted services for which it is entitled to be paid by Giles. Giles has breached the Contract by failing to make the payments demanded in the invoices attached to the complaint.

4. Despite due notice having been given on March 13, 2008, Giles failed to file any affidavits or other evidence of record to contest Plaintiff's evidence with the exception of a last minute facsimile transmission of an injunction (the "Injunction") entered in an entirely separate proceeding styled *State of Florida, Office of Financial Regulation v. Berman Mortgage Corporation, et al.*, pending in the Miami-Dade County Circuit Court Case No. 07-43672CA09, which counsel for Giles contends operates to stay Skilled Services' claims against Giles. However, no written motion has been filed requesting that this Court stay or abate these proceedings.

5. The Court finds Giles' delay in raising this issue especially troubling in view of the fact that the Injunction was apparently entered December 11, 2007.

6. Notwithstanding the above, the Court reviewed the Injunction, which review failed to indicate that there is any basis in fact or law for staying or abating these proceedings and counsel for Giles failed to direct the Court to any specific basis in the Injunction for staying or abating these proceedings. To the contrary, the instant proceedings are limited to seeking relief solely from Giles who is not a party to, nor falls within the express scope of, the Injunction.

7. Counsel for Giles expressly declined to present a defense to the Summary Judgment Motion beyond relying on the existence of the Injunction.

Accordingly, it is hereby **ORDERED AND ADJUDGED** that:

8. Plaintiff Skilled Services of Tampa Bay, LLC (n/k/a CLP Resources, Inc.), whose address is 10539 Professional Circle, Suite 200, Reno, NV 89521, is entitled to final judgment against defendant Giles Construction Group, Inc., whose last know address is 2341 Hollywood Boulevard, Hollywood, Florida 33020 in the following amounts:

- a. \$37,515.75 in damages for the unpaid invoices;
- b. \$7,696.38 in prejudgment interest as of May 1, 2008 (pursuant to the contractual rate of 18%) (\$18.50 per diem thereafter until the entry of this judgment);
- c. For a total judgment amount of \$53,611.51^(MCE),¹ which amount shall bear post judgment interest at the rate of 11% *per annum*
- d. all for which let execution issue;

9. Skilled Services is entitled to recover from Giles its attorneys' fees and costs, the amount of which shall be established at a later date, and the Court reserves jurisdiction on the issue of amount of attorneys' fees and costs.

DONE AND ORDERED in Hillsborough County, Florida, on this _____ day of May,

2008.

The Honorable Marva L. Crenshaw
Circuit Judge

ORIGINAL SIGNED
CONFORMED COPY

MAY 20 2008

MARVA L. CRENSHAW
CIRCUIT JUDGE

Copies to:
Eric J. Partlow, Esq.
Norman Malinski, Esq.
Gabrielle D'Alemberte, Esq.

¹ Total judgment amount equals the actual damages plus prejudgment interest pursuant to *Quality Engineered Installation, Inc. v. Higley South, Inc.*, 670 So.2d 929, 931 (Fla. 1996).