

IN THE 11<sup>TH</sup> JUDICIAL CIRCUIT COURT  
IN AND FOR MIAMI-DADE COUNTY,  
FLORIDA

CITY OF MIAMI SPRINGS, FLORIDA,

Plaintiff,

v.

Case No. \_\_\_\_\_

FACTORY TOWN HOLDINGS, LLC

Defendant.

\_\_\_\_\_/

**VERIFIED COMPLAINT FOR PERMANENT INJUNCTION AND  
EMERGENCY EX PARTE MOTION FOR PRELIMINARY INJUNCTIVE RELIEF**

Plaintiff, City of Miami Springs, Florida (“City”), hereby seeks entry of a preliminary and permanent injunction against Defendant, Factory Town Holdings, LLC (“Factory Town” or “Defendant”), to immediately enjoin chronic nuisances caused by, among other things, the loud and excessive noise (“Nuisances”) from the entertainment venue located at 4800 NW 37<sup>th</sup> Avenue, Hialeah, Florida 33142 (“Property”). The Nuisances stemming from the Property have gone unchecked, creating a significant annoyance to the City’s residents, as evidenced by the 243 calls to the City’s emergency police line relating to the Nuisances, resulting in the City’s request for an immediate and permanent injunction to abate the Nuisances.

**PARTIES AND VENUE**

1. The City is a Florida municipal corporation located in Miami-Dade County, Florida.
2. Factory Town Holdings, LLC is a Florida Limited Liability Company and owner of the Property.

3. The Property's physical address is 4800 NW 37<sup>th</sup> Avenue, Hialeah, Florida 33142 and is legally described in the Special Warranty Deed, attached hereto as **Exhibit "A."** The Property is located within the jurisdictional boundaries of the City of Hialeah, in close proximity to the City and its residents.

4. The Circuit Court has jurisdiction over this matter, which seeks injunctive relief, under Section 26.012(3), Fla. Stat.

5. Venue is proper in Miami-Dade County under Sections 47.011, Fla. Stat. because the Defendant conducts business here, the Property is located here, and all acts complained of occurred here.

### **GENERAL ALLEGATIONS**

6. Under Section 823.05, Fla. Stat.:

Whoever shall erect, establish, continue, or maintain, own or lease any building, booth, tent or place **which tends to annoy the community or injure the health of the community**, or become manifestly injurious to the morals or manners of the people as described in s. 823.01, **shall be deemed guilty of maintaining a nuisance**, and the building, erection, place, tent or booth and the furniture, fixtures, and contents are declared a nuisance.

(emphasis added).

7. Section 60.05, Fla. Stat. provides, in part:

(1) When any nuisance, as defined in s. 823.05 exists, the Attorney General, state attorney, city attorney, county attorney, sheriff, or any citizen of the county may sue in the name of the state on his or her relation to enjoin the nuisance, the person or persons maintaining it, and the owner or agent of the building or ground on which the nuisance exists.

(2) The court may allow a temporary injunction without bond on proper proof being made. If it appears by evidence or affidavit that a temporary injunction should be issued, the court, pending the determination on final hearing, may enjoin any of the following:

- (a) The maintaining of a nuisance.
- (b) The operating and maintaining of the place or premises where the nuisance is maintained.
- (c) The owner or agent of the building or ground upon which the nuisance exists.
- (d) The conduct, operation, or maintenance of any business or activity operated or maintained in the building or on the premises in connection with or incident to the maintenance of the nuisance.

8. Between December 2, 2021 and December 5, 2021, the City's Police Department received over 243 complaints concerning the Nuisances. A copy of the City's Police Dispatch Log, relating to noise complaints emanating from Factory Town, between December 2, 2021 and December 5, 2021, is attached hereto as **Exhibit "B."**

9. During that time, the loud noise emanating from Factory Town persisted until 3:00 a.m., leaving residents of the City scared and unable to sleep.<sup>1</sup> Some residents feared for their safety, believing that the reverberations from the Nuisances would cause their roof to collapse. See, e.g. <https://www.miaminewtimes.com/news/miami-springs-residents-noise-complaints-factory-town-hialeah-13470673> (last accessed January 19, 2022) and <https://www.nbcmiami.com/news/local/miami-springs-at-odds-with-hialeah-over-noise-complaints-from-art-week-parties/2636575/> (last accessed on January 19, 2022).

10. Factory Town's actions have annoyed the community and residents of the City, and therefore constitute a public nuisance, in violation of the laws of the State of Florida.

11. Pursuant to Section 60.05(3)(a), Fla. Stat., on December 13, 2021, after an unsuccessful attempt to discuss the issues with the City of Hialeah, which issued a permit for the events that caused the Nuisances, the City personally served Factory Town with its Notice to Abate

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<sup>1</sup> Attached hereto as **Exhibit "C"** are images from various social media accounts showing the crowds congregating at events held at the Property.

Nuisances (“Initial Notice”). The Initial Notice gave Factory Town ten (10) days to abate the Nuisances or provide a written response to the City providing proof that:

1. Nuisance abatement involves compliance with another law of this state and the requirements of such law make nuisance abatement within 10 days impossible; or
2. The terms of an executed contract to perform services necessary to abate the nuisance require more than 10 days to complete.

Attached hereto as **Composite Exhibit “D”** is the Initial Notice and the corresponding return of service.

12. Factory Town failed to respond to the Initial Notice. Accordingly, in compliance with Section 60.05(3)(b), Fla. Stat., the City personally served its Second Notice to Abate Nuisances (“Second Notice”).<sup>2</sup> The Second Notice requested the same relief as the Initial Notice and gave Factory Town fifteen (15) days to respond. The Notice further advised Factory Town that if it failed to respond, the City would seek an injunction against Factory Town in the Circuit Court in and for Miami-Dade County, Florida. Attached hereto as **Composite Exhibit “E”** is the Second Notice and the corresponding return of service.

13. Factory Town has been unresponsive to the Notices.

14. Despite the fact that Factory Town cannot erase the past Nuisances, it can and must abate the Nuisances going forward. It is abundantly clear, based on Factory Town’s failure to respond to the Notices, that it does not intend to take any actions to mitigate the Nuisances; instead, Factory Town will continue carrying on its loud, raucous events.<sup>3</sup> In fact, Factory Town is currently

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<sup>2</sup> The Initial Notice and Second Notice shall collectively be referred to as, the “Notices.”

<sup>3</sup> See, e.g. <https://www.edmtunes.com/2022/01/get-lost-announces-miami-music-week-event-at-factory-town/> (last accessed on January 19, 2022).

promoting a **twenty-four hour** outdoor concert event, across the entire Property, to coincide with the Ultra Music Festival on March 26, 2022.<sup>4</sup> Without an injunction, there is nothing to stop Factory Town from projecting excessive noise into the City again, which will result in hundreds more complaints from the City's residents.

15. The only solution to protect the City's residents is to require Factory Town to immediately terminate its operations to abate the Nuisances until Factory Town presents the Court with a plan to eliminate the Nuisances from affecting the City's residents.

**ATTORNEY'S CERTIFICATION THAT *EX PARTE*  
TEMPORARY RELIEF IS WARRANTED**

16. Pursuant to Rule 1.610(a)(1)(B), Florida Rules of Civil Procedure, the undersigned attorneys certify that notice of the requested temporary injunction (to which the City, as described above, has demonstrated a clear legal right to obtain) has been satisfied based on personal service of the Notices to Factory Town. The Notices clearly set out the City's intent to seek the relief requested herein and further provide the date, time, and court where relief would be sought.<sup>5</sup> Further, the facts show that the time required to notice a hearing on a temporary injunction would permit Factory Town to continue to injure the public until a hearing is held and would exacerbate the injury to the City's residents.

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<sup>4</sup> Attached hereto as **Composite Exhibit "F"** are images from Factory Town's social media accounts including its Instagram and Facebook accounts, promoting the twenty-four hour concert to be held across the entire Property starting March 26, 2022 at 5 a.m.

<sup>5</sup> Pursuant to the Second Notice, **"the City will seek a temporary injunction against Factory Town on January 18, 2022 at 10:00 a.m. in the Circuit Court in and for Miami-Dade County, Florida."** However, because personal service was not effectuated until January 5, 2022, the statutory deadline for a response, under Section 60.05(3)(b), Fla. Stat., was January 18, 2022. Accordingly, the City had to wait an additional day to seek relief.

## COUNT I – INJUNCTIVE RELIEF

17. The City incorporates paragraphs 1 through 16 as though fully set forth herein.

18. Factory Town’s operations at the Property constitute a public nuisance as defined by Section 823.05, F.S.

19. Pursuant to Section 60.05, F.S., the City’s attorney may maintain an action for injunctive relief against any person, natural or corporate, to enjoin the nuisance.

20. Irreparable harm has occurred and will continue to occur to the City and the community if Factory Town is not enjoined. “Where the government seeks an injunction in order to enforce its police power, any alternative legal remedy is ignored and irreparable harm is presumed.” *Metro. Dade County v. O'Brien*, 660 So. 2d 364, 365 (Fla. 3d DCA 1995).

21. The City has a clear legal right to an injunction under these circumstances because the activity occurring at the Property is deemed a nuisance by Section 823.05, F.S. “The duty of protecting the property right of all its citizens is sufficient warranty in issuing the injunction. Therefore, wherever a public nuisance is shown, equity must enjoin it at the suit of the government. Every place where a public statute is openly, publicly, repeatedly, continuously, persistently and intentionally violated, is a public nuisance.” *Philbrick v. City of Miami Beach*, 3 So. 2d 144, 145 (Fla. 1941) (emphasis added).

22. Enjoining Factory Town from hosting any other events until such time as a remediation plan for reducing the noise is approved and implemented will clearly benefit the public by eliminating a public nuisance as well as giving Factory Town an opportunity to conduct its business in a way that does not annoy the City’s residents.

23. The City is entitled to preliminary and permanent injunctive relief addressing the Nuisances created by Factory Town.

WHEREFORE, the City respectfully requests that this Court:

- a. Enter a preliminary injunction, *ex parte*, as authorized by Fla. R. Civ. P. 1.610,<sup>6</sup> requiring immediate abatement of the Nuisances;<sup>7</sup>
- b. Enter a permanent injunction requiring Factory Town, along with Factory Town's partners, agents, contractors, representatives, vendors, event promoters, operators, and any transferee, assignee, successor in interest, or purchaser that may acquire Factory Town or the Property or operate at the Property, to operate under a remediation plan approved by the Court; and
- c. Grant such other relief as the Court deems just and equitable.

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<sup>6</sup> Pursuant to the Notices, in compliance with Fla. R. Civ. P. 1.610, Factory Town was provided with reasonable notice of the City's intentions to seek an injunction.

<sup>7</sup> The City will provide a proposed preliminary injunction order to the Court for consideration that outlines the requirements necessary to address the Nuisances.

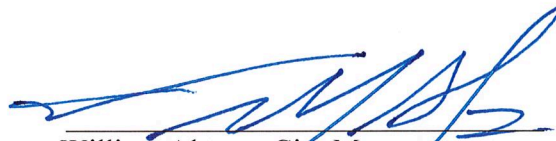
**VERIFICATION**

STATE OF FLORIDA                    )  
  ) SS:  
MIAMI-DADE COUNTY                )

BEFORE ME, the undersigned authority, personally appeared William Alonso, who, after being duly sworn, deposes and states that all of the facts stated in this verified complaint are true.

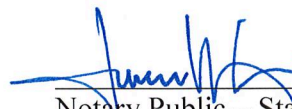
1. I am over the age of eighteen (18) years of age.
2. I am the City Manager for the City of Miami Springs.
3. I have reviewed the Verified Complaint and participated in preparing it.
4. I have personal knowledge of the facts stated in the Verified Complaint or have conducted a diligent inquiry into the facts known to the City of Miami Springs.
5. All of the facts stated in the Verified Complaint are true and all of the documents attached to the Verified Complaint are true and correct copies of the originals.

FURTHER AFFIANT SAYETH NOT

  
William Alonso, City Manager

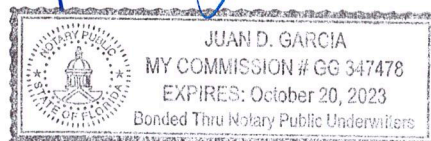
STATE OF FLORIDA                    }  
  } ss.:  
MIAMI-DADE COUNTY                }

This instrument was sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 20 day of January, 2022, by William Alonso, who is ☒ personally known to me or ☐ who has produced a \_\_\_\_\_ Driver's License, as identification.

  
Notary Public – State of Florida

My Commission Expires: 10/20/2023

Dated: 1/20/2022





Dated: January 21, 2022.

Respectfully submitted,

WEISS SEROTA HELFMAN  
COLE & BIERMAN, P.L.  
*Attorneys for City of Miami Springs*  
2525 Ponce de Leon Blvd., Suite 700  
Coral Gables, FL 33134  
Tel: 305-854-0800  
Fax: 305-854-2323

By: /s/ Eric P. Hockman  
ERIC P. HOCKMAN  
Bar No. 064879  
Email: [EHockman@wsh-law.com](mailto:EHockman@wsh-law.com)  
Secondary: [szavala@wsh-law.com](mailto:szavala@wsh-law.com)

# **EXHIBIT “A”**

This instrument prepared by:

Ricardo L. Fraga, Esq.  
Greenberg Traurig, P.A., 44<sup>th</sup> Floor  
333 Avenue of the Americas  
Miami, FL 33131

Upon Recordation Return to:

Pardo Jackson Gainsburg, PL  
Attention: Jeffrey Pardo, Esq.  
200 S.E. First Street, Suite 700  
Miami, Florida 33131

Property Appraiser Identification Nos.:  
04-3120-000-0100 and 04-3120-000-0040

### **SPECIAL WARRANTY DEED**

**THIS SPECIAL WARRANTY DEED** is made and entered into as of the 5<sup>th</sup> day of August, 2021 by **4700 NW 37TH INVESTMENTS, LLC, a Florida limited liability company** (the “**Grantor**”), whose mailing address is 3310 Mary Street, Suite 302, Coconut Grove, FL 33133 to **FACTORY TOWN HOLDINGS, LLC, a Florida limited liability company** (the “**Grantee**”), whose mailing address is 7272 NE 6<sup>th</sup> Court, Suite 10, Miami, Florida 33138. Wherever used herein, the terms “Grantor” and “Grantee” shall include all of the parties to this instrument and their successors and assigns.

### **W I T N E S S E T H:**

**GRANTOR**, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration paid by Grantee, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained and sold, and by these presents does grant, bargain, alien, remise, transfer, release, convey, confirm and sell, to Grantee, and Grantee's heirs, successors and assigns forever, the following property located in Miami-Dade County, Florida (the “**Property**”), more particularly described in **Exhibit “A”** attached hereto and made part hereof.

**THIS CONVEYANCE is subject to:** (a) taxes and assessments for the year 2021 and subsequent years; and (b) easements, conditions, restrictions, matters, limitations and reservations of public record, if any, but this reference shall not operate to reimpose same.

**TOGETHER WITH** all the tenements, hereditaments, easements and appurtenances thereunto belonging or in anywise appertaining to the Property.

**TO HAVE AND TO HOLD** unto Grantee and Grantee's heirs, successors and assigns in fee simple forever.

Grantor hereby covenants with said Grantee that Grantor is lawfully seized of the Property in fee simple; that Grantor has good right and lawful authority to sell and convey the Property; and that Grantor hereby fully warrants the title to the Property and will defend the same against the lawful claims of all persons whomsoever claiming by, through or under Grantor but against none other.

[Signature Page Follows]

**IN WITNESS WHEREOF**, Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered  
in presence of:

**4700 NW 37TH INVESTMENTS, LLC,**  
a Florida limited liability company

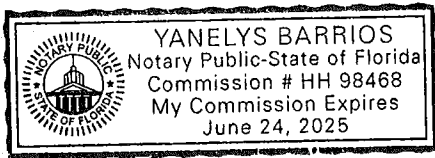
Print Name: Karen L. Hens

By: Michael Simkins  
Name: Michael Simkins  
Title: Authorized Signatory

Print Name: Yanelys Barrios

STATE OF FLORIDA )  
 ) SS:  
COUNTY OF MIAMI-DADE )

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this 5 day of Aug, 2021 by Michael Simkins, as an Authorized Signatory of 4700 NW 37TH INVESTMENTS, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or has produced \_\_\_\_\_ as identification.



Notary Signature \_\_\_\_\_  
 Print Notary Name: Yanelys Barrios  
 NOTARY SEAL

Exhibit "A"

## (Property Legal Description)

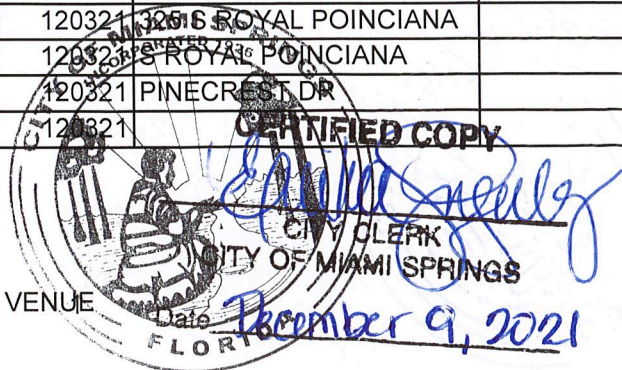
That portion of the South 1/2 of the Northeast 1/4 of the Southeast 1/4 of the Northeast 1/4 of Section 20, Township 53 South, Range 41 East, lying East of the right-of-way line of the Seaboard Airline Railroad, LESS the East 35 feet for right-of-way; and that portion of the North 1/2 of the Southeast 1/4 of the Southeast 1/4 of the Northeast 1/4 of Section 20, Township 53 South, Range 41 East, lying East of the East right-of-way line of the Seaboard Airline Railroad, LESS the East 35 feet for Douglas Road; AND LESS AND EXCEPT the East 235 feet of the South 112 feet of said North 1/2 of the Southeast 1/4 of the Southeast 1/4 of the Northeast 1/4, lying-in Miami-Dade County, Florida; LESS the following described parcel: from the Southeast corner of the North 1/2 of the Northeast 1/4 of the Southeast 1/4 of the Northeast 1/4 of Section 20, Township 53 South, Range 41 East, Miami-Dade County, Florida; thence run South along the East line of the Northeast 1/4 of said Section 20, for a distance of 211.43 feet; thence run North 89 degrees 51 minutes 20 seconds West a distance of 35 feet to the Point of Beginning of the parcel of land hereinafter described; thence run North 89 degrees 51 minutes 20 seconds West a distance of 71.77 feet; thence run South 0 degrees 8 minutes 40 seconds West a distance of 28.00 feet; thence run North 89 degrees 51 minutes 20 seconds West a distance of 63.89 feet; thence run North 0 degrees 8 minutes 40 seconds West a distance of 17.04 feet; thence run North 89 degrees 51 minutes 20 seconds West a distance of 80.29 feet; thence run North 0 degrees 8 minutes 40 seconds East a distance of 28.22 feet; thence run North 31 degrees 36 minutes 9 seconds West a distance of 38.85 feet; thence run South 89 degrees 54 minutes 40 seconds West a distance of 138.38 feet; thence run North 40 degrees 52 minutes 16 seconds West a distance of 63.05 feet; thence run North 89 degrees 55 minutes 30 seconds West a distance of 171.89 feet; thence run North 0 degrees 34 minutes 55 seconds East a distance of 114.34 feet; thence run South 89 degrees 51 minutes 20 seconds East a distance of 586.63 feet; thence run South and parallel to the East line of the Northeast 1/4 of said Section 20, for a distance of 211.43 feet to the Point of Beginning.

# **EXHIBIT “B”**

# POLICE DISPATCH NOISE CALLS-FACTORY TOWN EVENT

12/2 - 12/3

DATE	ADDRESS	TIME	DATE	ADDRESS	TIME
12/2/21	401 MINOLA DR	21:34	120321		0:04
12/2/21	CURTISS PKWY	21:36	120321	DELEON DR	0:05
120221		21:44	120321		0:10
120221		21:44	120321	600-BLK MINOLA	0:11
120221		22:03	120321	161 PALMETTO DR	0:12
120221	WESTWARD DR	22:03	120321		0:12
120221		22:09	120321	501 DEER RUN	0:12
120221		22:15	120321		0:14
120221		22:15	120321		0:15
120221	MORNINGSIDE DR	22:17	120321		0:16
120221	CIRCLE	22:20	120321	SOUTH DR	0:18
120221		22:46	120321		0:19
120221		22:50	120321		0:20
120221		22:51	120321		0:21
120221	SOUTH DR	22:54	120321		0:21
120221	DEER RUN	22:57	120321		0:23
120221	PINECREST DR	22:57	120321	OAKWOOD DR	0:23
120221		22:57	120321	500 BLK LABARON DR	0:24
120221	132 PINECREST DR	23:02	120321	1000 BLK FALCON AVE	0:24
120221		23:03	120321		0:30
120221	HIBISCUS DR	23:04	120321	FORREST DR	0:33
120221	AZURE/MORNINGSIDE	23:08	120321	121 S ROYAL POINCIANA	0:33
120221	100-BLK NAVARRE DR	23:13	120321	750 ORIOLE AVE	0:36
120221		23:14	120321	APACHE/RAVEN AVE	0:36
120221		23:15	120321	LABARON DR	0:37
120221	MINOLA DR	23:15	120321	871 LAKE DR	0:38
120221		23:15	120321		0:41
120221	PALMETTO DR	23:16	120321		0:42
120221		23:16	120321		0:52
120221		23:18	120321		0:54
120221		23:19	120321	320 S ROYAL POINCIANA	0:54
120221		23:21	120321	EB HOTEL	0:55
120221		23:23	120321	50 SOUTH DR	1:00
120221		23:25	120321	PINECREST/MINOLA DR	1:01
120221	264 DESOTO DR	23:26	120321	OAKWOOD/FORREST	1:03
120221	200-BLK SOUTH DR	23:27	120321		1:03
120221		23:28	120321		1:12
120221		23:30	120321	424 DESOTO DR	1:19
120221	540 HLODGE DR	23:33	120321		1:20
120221		23:34	120321		1:22
120221	SRP	23:34	120321		1:22
120221	232 DELEON DR	23:35	120321	320 S ROYAL POINCIANA	1:22
120221	60 SOUTH DR	23:38	120321	S ROYAL POINCIANA	1:23
120221		23:42	120321	PINECREST DR	1:26
120221	600 EAST DR	23:42	120321		1:28

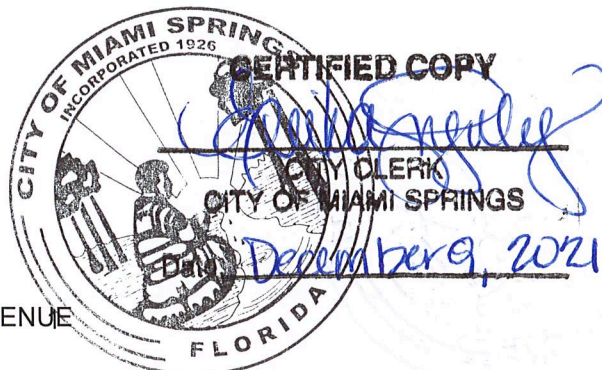




# POLICE DISPATCH NOISE CALLS-FACTORY TOWN EVENT

12/13

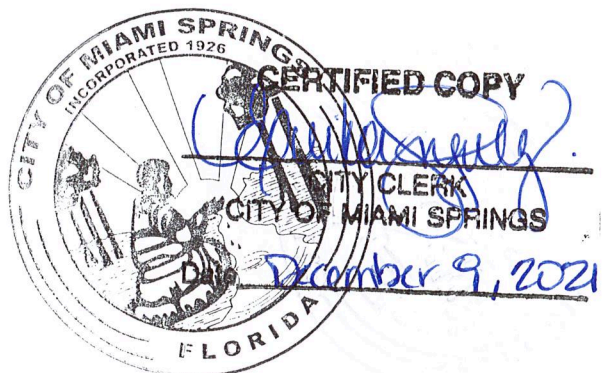
DATE	ADDRESS	TIME
120321		1:52
120321		1:56
120321		1:57
120321	PALMETTO DR	1:59
120321		2:10
120321		2:10
120321		2:15
120321	961 SWAN AVE	2:15
120321		2:17
120321	600 WESTWARD DR	2:27
120321		2:28
120321	571 LEE DR	2:32
120321		2:32
120321	501 WREN AVE	2:35
120321	601 CURTISS PKWY	2:43
120321	PINECREST DR	2:44
120321		2:44
120321		2:47
120321		2:49
120321		2:51
120321		2:51
120321		3:02
120321		3:04
120321	MINOLA DR	3:05
120321	248 DE SOTO DR	3:05
120321		3:06
120321		3:08
120321		3:08
120321		3:09
120321	MILLER DR	3:11
120321		3:11



## POLICE DISPATCH NOISE CALLS-FACTORY TOWN EVENT

12/3-12/4

DATE	ADDRESS	TIME
12/3/21		17:17
12/3/21		23:13
12/4/21		0:20
12/4/21		0:21
12/4/21	20 DEER RUN	1:36
12/4/21	225 NAVARRE DR	1:51
12/4/21		2:03
12/4/21		2:26
12/4/21	LAUREL WAY	2:51
12/4/21	234 PINECREST DR	3:30
12/4/21	S ROYAL POINCIANA	3:47
12/4/21	121 S ROYAL POINCIANA	4:04
12/4/21	95 DEER RUN	4:21
12/4/21	LAFAYETTE DR	5:09
12/4/21		5:16
12/4/21	70 HAMMOND DR	5:27
12/4/21	WREN AVE	7:58

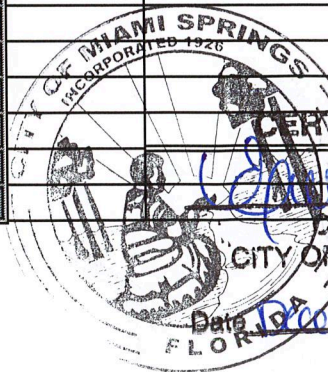




## POLICE DISPATCH NOISE CALLS-FACTORY TOWN EVENT

12/4 - 12/5

DATE	ADDRESS	TIME	DATE	ADDRESS	TIME
12/4/21	HUNTING LODGE	21:19	12/5/21		0:56
12/4/21	CURTISS PKWY	21:19	12/5/21		0:59
12/4/21		21:22	12/5/21		1:05
12/4/21		21:26	12/5/21		1:06
12/4/21		21:27	12/5/21	300 BLK CHEROKEE ST	1:08
12/4/21		21:33	12/5/21	CIRCLE	1:12
12/4/21		21:42	12/5/21	S ROYAL POINCIANA	1:16
12/4/21	WESTWARD/CARDINAL	22:06	12/5/21	S ROYAL POINCIANA	1:19
12/4/21	APACHE	22:12	12/5/21	S ROYAL POINCIANA	1:30
12/4/21	610 FALCON AVE	22:23	12/5/21	BIRD SECTION	1:31
12/4/21		22:29	12/5/21		1:43
12/4/21		22:29	12/5/21	CIRCLE	1:45
12/4/21		22:32	12/5/21	460 ELDRON DR	1:47
12/4/21	41 HUNTING LODGE CT	22:35	12/5/21		1:53
12/4/21	SOUTH DR	22:37	12/5/21		1:55
12/4/21	900 BLK NIGHTINGALE	22:41	12/5/21		1:56
12/4/21	300 BLK NRP	22:45	12/5/21	48 CARLISLR DR	2:00
12/4/21		22:46	12/5/21	HUNTING LODGE DR	2:01
12/4/21		22:48	12/5/21	98 LENAPE DR	2:01
12/4/21		22:49	12/5/21	SOUTH DR	2:05
12/4/21		23:03	12/5/21	LENAPE DR	2:14
12/4/21	190 SHADOW WAY	23:10	12/5/21		2:15
12/4/21		23:11	12/5/21	SOUTH DR	2:16
12/4/21		23:12	12/5/21		2:24
12/4/21		23:15	12/5/21		2:48
12/4/21	CARLISLE DR	23:19	12/5/21	416 LAVILLA DRT	2:51
12/4/21		23:19	12/5/21		3:00
12/4/21		23:21	12/5/21	MORNINGSIDE DR	4:11
12/4/21		23:26	12/5/21	320 S ROYAL POINCIANA	4:12
12/4/21		23:26	12/5/21		4:18
12/4/21	372 MINOLA DR	23:29	12/5/21	CIRCLE	7:18
12/4/21		23:36			
12/4/21	MARIA MITCHELL	23:37			
12/4/21		23:41			
12/4/21	ESPLANADE DR	23:45			
12/4/21		23:47			
12/4/21		23:48			
12/4/21		23:50			
12/4/21		23:54			
12/5/21	PALMETTO DR	0:07			
12/5/21	17 CORYDON DR	0:12			
12/5/21		0:13			
12/5/21		0:13			
12/5/21		0:14			
12/5/21		0:15			
12/5/21		0:21			
12/5/21		0:23			



CERTIFIED COPY

CITY CLERK  
CITY OF MIAMI SPRINGSDate December 9, 2021  
FLOR

POLICE DISPATCH NOISE CALLS-FACTORY TOWN EVENT

12/5

12/5/21	585 CURTISS PKWY	0:32				
12/5/21	610 FALCON AVE	0:34				
12/5/21		0:38				
12/5/21	610 FALCON AVE	0:39				
12/5/21		0:39				
12/5/21	188 S MELROSE	0:40				
12/5/21		0:42				
12/5/21	S ROYAL POINCIANA	0:45				
12/5/21		0:45				
12/5/21		0:49				
12/5/21	560 LEE DR	0:53				
12/5/21		0:55				





## POLICE DISPATCH NOISE CALLS-FACTORY TOWN EVENT

12/5 ~ 12/6

DATE	ADDRESS	TIME
12/5/21	MINOLA DR	21:17
12/5/21	670 PINECREST DR	21:20
12/5/21	102 PINECREST DR	21:39
12/5/21	871 SWAN AVE	21:59
12/5/21	309 S ROYAL POINCIANA	22:36
12/5/21		22:42
12/5/21		23:35
12/5/21		23:44
12/6/21	HAMMOND DR	0:57
12/6/21		1:02
12/6/21		1:10
12/6/21		1:16
12/6/21		1:16
12/6/21		1:31



# **EXHIBIT “C”**

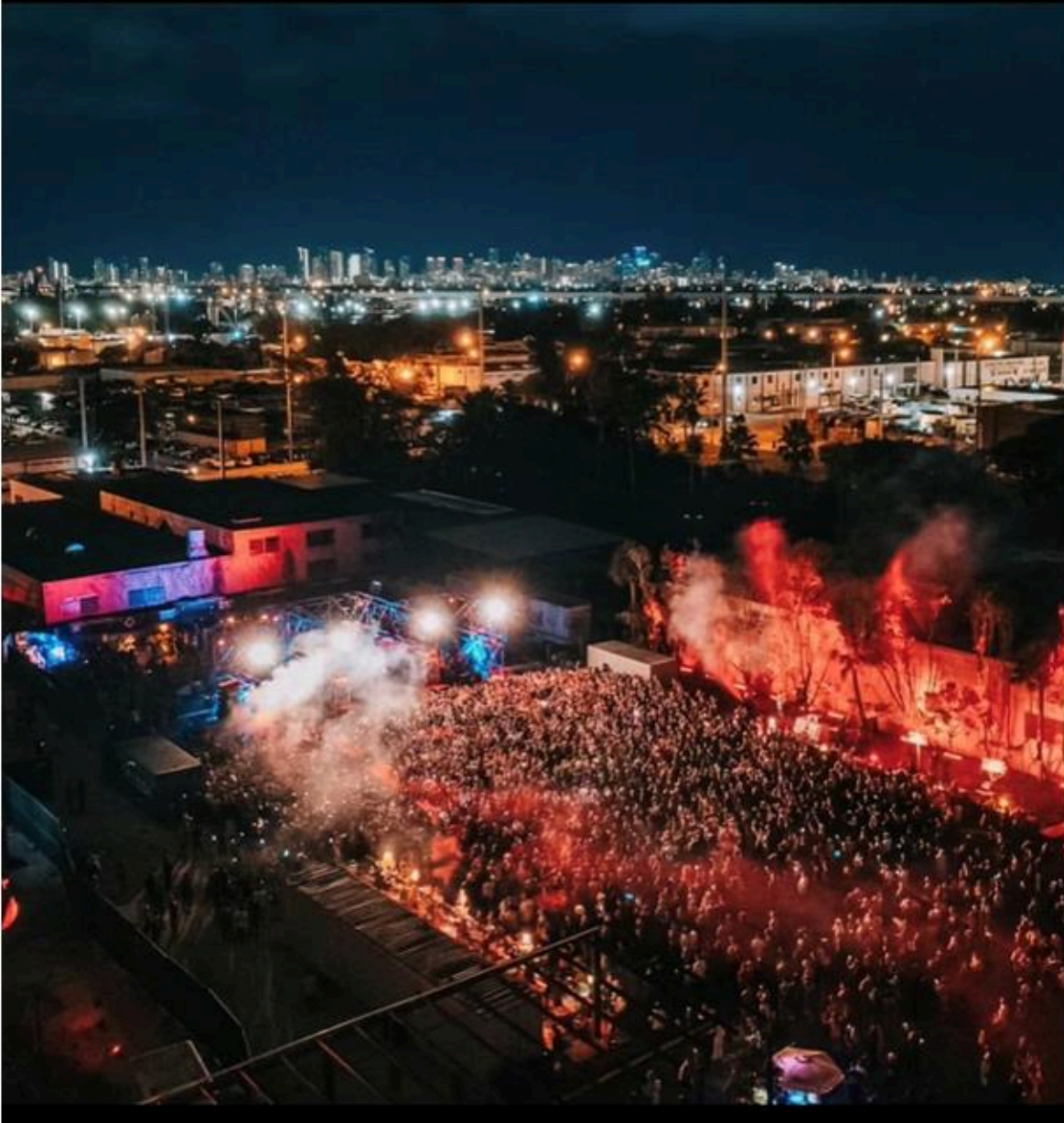


TOP POSTS  
**#factorytown**



**yhceinc**  
East Hialeah, Hialeah

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#factorytown



yhceinc

East Hialeah, Hialeah

Follow



45 likes

yhceinc Great party at #FactoryTown 🔥🔥 one of our projects with @vagabondgroup



# **EXHIBIT “D”**



ERIC P. HOCKMAN  
ehockman@wsh-law.com

December 10, 2021

**VIA CERTIFIED MAIL**  
**PERSONAL SERVICE**

Factory Town Holdings, LLC  
c/o Migdalia Lagoa, Registered Agent  
7272 NE 6<sup>th</sup> Court, #10  
Miami, FL 33138

Re: Notice to Abate Nuisances (the "Notice")  
Our Client: City of Miami Springs, Florida (the "City")

Dear Ms. Lagoa:

We represent and are the City Attorneys for Miami Springs, Florida. Between December 2, 2021 and December 5, 2021, the City's Police Department received over 243 complaints concerning chronic excessive noise emanating from an entertainment venue known as "Factory Town," which is located at 4800 NW 37<sup>th</sup> Avenue, Hialeah, FL 33142 (the "Property") within the jurisdiction of the City of Hialeah. Even more complaints were emailed to City officials and staff. Residents of the City said and wrote that they were scared or unable to sleep. At least two residents feared for their safety, believing that the reverberations from the noise would cause their roofs to collapse.

Public records indicate that Factory Town Holdings, LLC is the owner of the Property. However, it is unclear from the available public records which entity actually owns and/or operates the Factory Town entertainment venue that is located on the Property. Upon information and belief, one or more of the following entities is the owner and/or operator of the entertainment venue and is in violation of Sections 60.05 and 823.05, Florida Statutes: Factory Town Holdings, LLC, Factory Town Opportunity Fund, LLC, 4700 NW 37<sup>th</sup> Investments, LLC and Factory Town Holdings Member, LLC (collectively, "Factory Town"). Section 823.05(1)(a) defines a public nuisance as "[a] building, booth, tent, or place that tends to annoy the community or injure the health of the community...." The number of complaints

---

received by the City concerning the noise from Factory Town irrefutably demonstrates the existence of a public nuisance caused by Factory Town.

The City has authority to abate the noise under Section 60.05 which states:

- (1) When any nuisance, as defined in s. 823.05 exists, the Attorney General, state attorney, city attorney, county attorney, sheriff, or any citizen of the county may sue in the name of the state on his or her relation to enjoin the nuisance, the person or persons maintaining it, and the owner or agent of the building or ground on which the nuisance exists.
- (2) The court may allow a temporary injunction without bond on proper proof being made. If it appears by evidence or affidavit that a temporary injunction should be issued, the court, pending the determination on final hearing, may enjoin any of the following:
  - (a) The maintaining of a nuisance.
  - (b) The operating and maintaining of the place or premises where the nuisance is maintained.
  - (c) The owner or agent of the building or ground upon which the nuisance exists.
  - (d) The conduct, operation, or maintenance of any business or activity operated or maintained in the building or on the premises in connection with or incident to the maintenance of the nuisance.

### **Demand to Abate Nuisances**

Accordingly, the City demands that Factory Town abate all noise entering the City's jurisdiction within ten (10) days or respond in writing within the 10-day period and provide proof that:

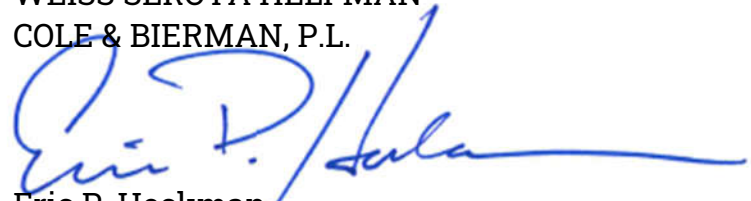
1. Nuisance abatement involves compliance with another law of this state and the requirements of such law make nuisance abatement within 10 days impossible; or
2. The terms of an executed contract to perform services necessary to abate the nuisance require more than 10 days to complete.

**Failure to abate the public nuisance, will result in the City seeking a temporary injunction against Factory Town. Costs will be assessed if abatement of the nuisance is not completed and if the court determines that the nuisance exists.**

The City is aware that Factory Town allegedly holds a permit from the neighboring City of Hialeah concerning Factory Town's operations. Notwithstanding the existence of a City of Hialeah permit, the transmission of any noise into the City is beyond Hialeah's jurisdiction, is not authorized by the City, and will not be tolerated.

Accordingly, Factory Town is expected to and may cure the nuisance by modifying its operations to prevent further transmission of noise into the City. A prompt response affirmatively stating that the public nuisance will be cured is expected.

WEISS SEROTA HELFMAN  
COLE & BIERMAN, P.L.



Eric P. Hockman  
Jessika Arce Graham

cc. Maria P. Mitchell, City Mayor  
William Alonso, City Manager  
Haydee Sera  
Jose Arango

## **VERIFIED RETURN OF SERVICE**

State of Florida

County of Miami-Dade

N/A Court

Case Number: N/A

**Re: Notice to Abate Nuisances (the "Notice")**  
**Our Client: City of Miami Springs, Florida (the "City")**

For:  
Eric Hockman, Esq.  
WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.  
2525 Ponce de Leon Blvd., Suite 700  
Coral Gables, FL 33134

Received by Juan D'Arce on the 13th day of December, 2021 at 9:39 am to be served on **Factory Town Holdings, LLC c/o Migdalia Lagoa, Registered Agent, 7272 NE 6th Court, #10, MIAMI, FL 33138**

I, Juan D'Arce, do hereby affirm that on the **13th day of December, 2021 at 12:34 pm, I:**

served a **CORPORATION** by delivering a true copy of the **CORRESPONDENCE DATED December 10, 2021 Re: Notice to Abate Nuisances (the "Notice")** Our Client: **City of Miami Springs, Florida (the "City")** with the date and hour of service endorsed thereon by me, to: **GLORIA FLORES** as **ACCOUNTING DEPARTMENT** for **Factory Town Holdings, LLC**, at the address of: **7272 NE 6th Court, #10, MIAMI, FL 33138**, and informed said person of the contents therein, in compliance with state statutes.

I certify that I am over the age of 18, have no interest in the above action, and am a Process Server, in good standing, not a party to this action, and that within the boundaries of the state wherein service was effectuated, I was authorized by law to perform said service in the judicial circuit in which the process was served. Under penalty of perjury I declare I have read the foregoing documents and that the facts stated in it are true and correct. Pursuant to local law where service was performed and or Florida Statutes and Fed. R. Civ. P. 4. ***\*Our staff, agents, and servers complied with company guidelines put in place, including usage of "PPE", distancing, disinfecting, and sanitizing, to protect the health and safety of all individuals involved with the service.***



Juan D'Arce  
Certified Process Server 952

**Litigation Process Servers, LLC**  
**8306 Mills Drive, Suite 599**  
**Miami, FL 33183**  
**(305) 340-3100**

Our Job Serial Number: JDA-2021002832

# **EXHIBIT “E”**



ERIC P. HOCKMAN  
ehockman@wsh-law.com

December 29, 2021

VIA PERSONAL SERVICE

Factory Town Holdings, LLC  
c/o Migdalia Lagoa, Registered Agent  
7272 NE 6<sup>th</sup> Court, #10  
Miami, FL 33138

Re: Second Notice to Abate Nuisances (the "Second Notice")  
Our Client: City of Miami Springs, Florida (the "City")

Dear Ms. Lagoa:

We represent and are the City Attorneys for Miami Springs, Florida. On December 13, 2021, the City served a Notice to Abate Nuisance ("Notice"), on 4700 NW 37th Investments, LLC and Factory Town Holdings, LLC (collectively, "Factory Town").

As detailed in the Notice, between December 2, 2021 and December 5, 2021, the City's Police Department received over 243 complaints concerning chronic excessive noise emanating from an entertainment venue known as "Factory Town," which is located at 4800 NW 37<sup>th</sup> Avenue, Hialeah, FL 33142 (the "Property") within the jurisdiction of the City of Hialeah. Even more complaints were emailed to City officials and staff. Residents of the City said and wrote that they were scared or unable to sleep. At least two residents feared for their safety, believing that the reverberations from the noise would cause their roofs to collapse.

Factory Town has failed to provide a written response within ten (10) days of receiving the City's Notice providing proof that:

1. Nuisance abatement involves compliance with another law of this state and the requirements of such law make nuisance abatement within 10 days impossible; or
-

2. The terms of an executed contract to perform services necessary to abate the nuisance require more than 10 days to complete.

If Factory Town does not abate the public nuisance or provide a written response to this Second Notice, within fifteen (15) days, the City will seek a temporary injunction against Factory Town on January 18, 2022 at 10:00 a.m. in the Circuit Court in and for Miami-Dade County, Florida. Costs will be assessed if abatement of the nuisance is not completed and if the court determines that the nuisance exists.

Accordingly, Factory Town is expected to and may cure the nuisance by modifying its operations to prevent further transmission of noise into the City. A prompt response affirmatively stating that the public nuisance will be cured is expected. Factory Town may issue its response to the City by emailing Eric P. Hockman at [ehockman@wsh-law.com](mailto:ehockman@wsh-law.com).

WEISS SEROTA HELFMAN  
COLE & BIERMAN, P.L.



Eric P. Hockman  
Jessika Arce Graham

cc. Maria P. Mitchell, City Mayor  
William Alonso, City Manager  
Haydee Sera  
Jose Arango



# VERIFIED RETURN OF SERVICE

State of Florida

County of Miami-Dade

N/A Court

Case Number: N/A

**Re: Second Notice to Abate Nuisances (the "Second Notice") Our Client: City of Miami Springs, Florida (the "City")**

For:  
Eric Hockman, Esq.  
WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.  
2525 Ponce de Leon Blvd., Suite 700  
Coral Gables, FL 33134

Received by Litigation Process Servers, LLC on the 29th day of December, 2021 at 1:53 pm to be served on **Factory Town Holdings, LLC c/o Migdalia Lagoa, Registered Agent, 7272 NE 6th Court, #10, MIAMI, FL 33138.**


I, HUBERT WILCOX, do hereby affirm that on the **4th day of January, 2022** at **12:25 pm, I:**

served a **CORPORATION** by delivering a true copy of the **CORRESPONDENCE DATED December 29, 2021 Re: Second Notice to Abate Nuisances (the "Second Notice") Our Client: City of Miami Springs, Florida (the "City")** with the date and hour of service endorsed thereon by me, to: **GLORIA GARCIA** as **ACCOUNTING MANAGER** for **Factory Town Holdings, LLC**, at the address of: **7272 NE 6th Court, # 10, MIAMI, FL 33138**, and informed said person of the contents therein, in compliance with state statutes.

**Additional Information pertaining to this Service:**

12/31/2021 11:45 am Attempted Service: 7272 NE 6th Court, #10, MIAMI, FL 33138. Office closed.

I certify that I am over the age of 18, have no interest in the above action, and am a Process Server, in good standing, in the judicial circuit in which the process was served. Under penalty of perjury, I declare I have read the foregoing documents and that the facts stated in it are true and correct. Pursuant to Florida Statutes 92.525 and Fed. R. Civ. P. 4. **\*Our staff, agents, and servers complied with company guidelines put in place, including usage of "PPE", distancing, disinfecting, and sanitizing, to protect the health and safety of all individuals involved with the service.**

  
\_\_\_\_\_  
**HUBERT WILCOX**  
Certified Process Server 855

**Litigation Process Servers, LLC**  
**8306 Mills Drive, Suite 599**  
**Miami, FL 33183**  
**(305) 340-3100**

Our Job Serial Number: JDA-2021002940

# **EXHIBIT “F”**

8:40



FACTORYTOWN\_  
Posts

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factorytown\_ \*\*Save the Date\*\*


@crosstownrebels & @spacemiami present  
GET LOST MIAMI on Saturday 26 March 2022.

Hot on the heels of an incredible @dayzerofestival in Tulum we are delighted to announce the debut of this legendary multi-stage, 24hr experience which will be held across the entire grounds

Tickets for Get Lost 15th anniversary, billed as a Circus Celebration, will go on sale on Tuesday 18th January at 4pm Miami time.

We can't wait to celebrate @getlostexperience with you!





**Get Lost**  
 @getlostexperience · Concert Tour


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9,141 people like this  
 9,318 people follow this  
 Concert Tour

**Photos**
[See all](#)




Get Lost added an event.  
 January 17 at 5:18 PM ·




SAT, MAR 26 - MAR 27  
**Get Lost Miami 15th Session - Circus Celebration**  
 Factory Town, Hialeah  
 30 people interested

12



[My tickets](#)
[LOG IN](#)



DICE protects fans and artists from resellers. Tickets will be securely stored in the app.

**Got a code?**

# Get Lost 15th Session - Circus Celebration

Factory Town  
**Sat 26 Mar, 5:00 AM EDT**  
[Gigs](#) [Miami](#)

**From \$78.40**  
 The price you'll pay. No surprises later.

[BUY NOW](#)

## About

Crosstown Rebels & Space Invaders present  
 GET LOST MIAMI  
 Saturday 26 March 2022

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Hot on the heels of an incredible Day Zero Festival in Tulum we are delighted to announce the return of this legendary multi-stage, 24hr experience which will be held across the entire site of Factory Town in Hialeah.

## 19 Events

Events

**MAR 26** Get Lost Miami 15th Session - Circus CelebrationPublic · Hosted by **Get Lost**

🕒 Mar 26 at 5:00 AM – Mar 27 at 5:00 AM UTC-05

📍 Factory Town, Hialeah

🎫 Tickets  
[link.dice.fm/o3933a8c31c2](https://link.dice.fm/o3933a8c31c2)[Find Tickets](#)**Details**

Crosstown Rebels & Space Miami present GET LOST MIAMI on Saturday 26 March 2022

Hot on the heels of an incredible Day Zero Festival in Tulum we are delighted to announce the return of this legendary multi-stage, 24hr experience which will be held across the entire site of Factory Town in Hialeah.

Tickets for Get Lost 15th anniversary, billed as a Circus Celebration, will go on sale on Tuesday 18th January at 4pm Miami time.