

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

5800 NORTH BAY ROAD, MIAMI, LLC,
a Florida limited company,

Plaintiff,

Case No.

v.

ORIANNE CEVEY COLLINS
MEJJATI BATES (n/k/a Orianne Bates)
and THOMAS BATES,

Defendants.

COMPLAINT FOR UNLAWFUL DETAINER AND FORCIBLE ENTRY

Plaintiff, 5800 North Bay Road, Miami, LLC (“5800 North Bay Road”), the owner of the real property located at 5800 North Bay Road, Miami Beach, Florida 33140 (the “Property”) sues Orianne Cevey Collins Mejjati Bates (“Mrs. Bates”) and Thomas Bates (“Mr. Bates”) for unlawful detainer and forcible entry upon the Property. In support hereof 5800 North Bay Road alleges:

INTRODUCTION AND FACTUAL BACKGROUND

1. 5800 North Bay Road, Miami, LLC is the owner of the Property located at 5800 North Bay Road, Miami Beach, Florida 33140 (the “Property”). The sole member, manager and owner of 5800 North Bay Road, Miami, LLC is the musician Phil Collins.
2. Mrs. Bates has no right to occupy or enter upon the Property.
3. She does not own any interest in the plaintiff LLC. She does not own any interest in the real estate which real estate is solely owned by the plaintiff LLC. Mrs. Bates is not the owner of the LLC or the Property, she has no lease to use the Property, and she has no permission to enter upon, use or live in the Property.

4. Mrs. Bates is occupying and using the Property as if it is hers. Indeed, Mrs. Bates is now residing there with her new husband, Mr. Bates, who she married in Las Vegas on August 2, 2020.

5. The plaintiff, through counsel, has demanded in writing that Mrs. Bates and Mr. Bates and her agents and employees vacate the Property. *See* Exhibit “1.” Mrs. Bates and Mr. Bates have refused to vacate the Property.

6. Instead, the defendants have hired armed guards to patrol the Property with openly displayed firearms. The defendants and their guards have taken possession of the Property through a show of force.

7. Mrs. Bates and Mr. Bates have changed the alarm codes in the Property to remove the codes held by the plaintiff, the sole owner of the Property, and plaintiff’s authorized agents. Mrs. Bates and Mr. Bates have given new alarm codes to themselves and to their agents all of whom are trespassers who are not authorized to be on the Property.

8. Mrs. Bates and Mr. Bates contacted the video surveillance company for the Property and directed them to install a new video security system and alarm system. In addition, Mrs. Bates and Mr. Bates or their agents have disconnected or covered up some of the existing video surveillance equipment on the Property to deprive the plaintiff and its agents the ability to monitor and secure the Property.

9. Mrs. Bates and Mr. Bates have also denied access to Jill Hertzberg, the realtor who has the exclusive listing to sell the Property at \$40 million thereby precluding plaintiff’s efforts to market and sell the home.

10. Mrs. Bates and Mr. Bates have unlawfully taken possession of the Property by a show of force.

11. Plaintiff believes there is a substantial risk that Mrs. Bates or Mr. Bates or their agents will remove, conceal or destroy valuable and irreplaceable personal property located within the Property that belongs to the plaintiff and/or that belongs to the owner of the LLC, Phil Collins.

12. In addition to plaintiff's demand that Mrs. Bates and Mr. Bates vacate the Property, plaintiff has demanded in writing that the armed guards they hired and other persons they have admitted to the Property vacate immediately. The deadline to vacate the Property has passed, but neither Mrs. Bates nor Mr. Bates nor their armed guards have vacated the Property. Accordingly, the plaintiff is left with no choice but to bring this action.

13. The plaintiff has retained the undersigned law firms and agreed to pay them a reasonable fee and costs for their services.

JURISDICTION AND VENUE

14. 5800 North Bay Road is a Florida limited liability company in good standing and the owner of the Property at issue which is located in Miami-Dade County, Florida and is described as:

Common Address: 5800 North Bay Road, Miami Beach, Florida 33140

Legal Description: Lots 33 and 34, Block 1A, of LaGorce-Golf Subdivision, according to the Plat thereof, as recorded in Plat Book 14, Page 43, of the Public Records of Miami-Dade County, Florida

Folio Number: 02-3215-003-0270

15. Mrs. Bates is currently residing in Miami-Dade County, Florida and is occupying or attempting to occupy the Property at issue which is located in Miami-Dade County, Florida. Mrs. Bates is *sui juris* in all respects.

16. Mr. Bates is currently residing in Miami-Dade County, Florida and is occupying or attempting to occupy the Property at issue which is located in Miami-Dade County, Florida. Mr. Bates is *sui juris* in all respects.

17. Venue is proper in this Court pursuant to section 47.011 of the Florida Statutes because the Property at issue is located in Miami-Dade County.

COUNT I
(UNLAWFUL DETAINER – AGAINST MRS. ORIANNE BATES)

18. 5800 North Bay Road reincorporates and re-alleges paragraphs 1 through 17 as if fully set forth herein.

19. This is an action brought under Florida Statutes, Chapter 82, and pursuant to the procedure set forth in section 51.011 of the Florida Statutes which requires Mrs. Bates to serve an answer within five (5) days of service of process of this Complaint, to recover possession of real property unlawfully detained in Miami-Dade County, Florida.

20. 5800 North Bay Road is the owner of the Property. *See* Exhibit “2” (Warranty Deed dated June 11, 2015 and recorded at Official Records Book 29657 Pages 1742 to 1746 of the Miami-Dade County Official Records).

21. 5800 North Bay Road is entitled to possession of the Property.

22. Mrs. Bates is in possession of the Property without the consent of the person or entity entitled to possession of the Property.

23. Mrs. Bates has no right to possess the Property.

24. Mrs. Bates has unlawfully turned 5800 North Bay Road out of and withholds possession of the Property from 5800 North Bay Road.

WHEREFORE, Plaintiff, 5800 North Bay Road, Miami, LLC respectfully requests that this Court enter an order, injunction, judgment and/or writ of possession granting plaintiff

exclusive possession of the Property, plus an award of costs and for such other relief as this Court deems just and proper.

COUNT II
(FORCIBLE ENTRY – AGAINST MRS. ORIANNE BATES)

25. 5800 North Bay Road reincorporates and re-alleges paragraphs 1 through 17 as if fully set forth herein.

26. This is an action brought under Florida Statutes, Chapter 82, and pursuant to the procedure set forth in section 51.011 of the Florida Statutes which requires Mrs. Bates to serve an answer within five (5) days of service of process of this Complaint, to recover possession of real property forcibly detained in Miami-Dade County, Florida.

27. 5800 North Bay Road is the owner of the Property. *See* Exhibit “2” (Warranty Deed dated June 11, 2015 and recorded at Official Records Book 29657 Pages 1742 to 1746 of the Miami-Dade County Official Records).

28. 5800 North Bay Road is entitled to possession of the Property.

29. Mrs. Bates is in possession of the Property without the consent of the person or entity entitled to possession of the Property.

30. Mrs. Bates has no right to possess the Property.

31. Mrs. Bates has forcibly turned 5800 North Bay Road out of and withholds possession of the Property from 5800 North Bay Road.

WHEREFORE, Plaintiff, 5800 North Bay Road, Miami, LLC respectfully requests that this Court enter an order, injunction, judgment and/or writ of possession granting plaintiff exclusive possession of the Property, plus an award of costs and for such other relief as this Court deems just and proper.

COUNT III
(UNLAWFUL DETAINER – AGAINST MR. BATES)

32. 5800 North Bay Road reincorporates and re-alleges paragraphs 1 through 17 as if fully set forth herein.

33. This is an action brought under Florida Statutes, Chapter 82, and pursuant to the procedure set forth in section 51.011 of the Florida Statutes which requires Mr. Bates to serve an answer within five (5) days of service of process of this Complaint, to recover possession of real property unlawfully detained in Miami-Dade County, Florida.

34. 5800 North Bay Road is the owner of the Property. *See* Exhibit “2” (Warranty Deed dated June 11, 2015 and recorded at Official Records Book 29657 Pages 1742 to 1746 of the Miami-Dade County Official Records).

35. 5800 North Bay Road is entitled to possession of the Property.

36. Mr. Bates is in possession of the Property without the consent of the person or entity entitled to possession of the Property.

37. Mr. Bates has no right to possess the Property.

38. Mr. Bates has unlawfully turned 5800 North Bay Road out of and withholds possession of the Property from 5800 North Bay Road.

WHEREFORE, Plaintiff, 5800 North Bay Road, Miami, LLC respectfully requests that this Court enter an order, injunction, judgment and/or writ of possession granting plaintiff exclusive possession of the Property, plus an award of costs and for such other relief as this Court deems just and proper.

COUNT IV
(FORCIBLE ENTRY – AGAINST MR. BATES)

39. 5800 North Bay Road reincorporates and re-alleges paragraphs 1 through 17 as if fully set forth herein.

40. This is an action brought under Florida Statutes, Chapter 82, and pursuant to the procedure set forth in section 51.011 of the Florida Statutes which requires Mr. Bates to serve an answer within five (5) days of service of process of this Complaint, to recover possession of real property forcibly detained in Miami-Dade County, Florida.

41. 5800 North Bay Road is the owner of the Property. *See* Exhibit “2” (Warranty Deed dated June 11, 2015 and recorded at Official Records Book 29657 Pages 1742 to 1746 of the Miami-Dade County Official Records).

42. 5800 North Bay Road is entitled to possession of the Property.

43. Mr. Bates is in possession of the Property without the consent of the person or entity entitled to possession of the Property.

44. Mr. Bates has no right to possess the Property.

45. Mr. Bates has forcibly turned 5800 North Bay Road out of and withholds possession of the Property from 5800 North Bay Road.

WHEREFORE, Plaintiff, 5800 North Bay Road, Miami, LLC respectfully requests that this Court enter an order, injunction, judgment and/or writ of possession granting plaintiff exclusive possession of the Property, plus an award of costs and for such other relief as this Court deems just and proper.

Respectfully submitted,

GUNSTER

Michael B. Green, FBN: 87571

mgreen@gunster.com

600 Brickell Avenue, Suite 3500

Miami, Florida 33131

Telephone: 305-376-6000

Facsimile: 305-376-6010

Co-Counsel for 5800 North Bay Road, Miami, LLC

And

FISHER POTTER HODAS, PL

515 No. Flagler Drive, Suite 800

West Palm Beach, Florida 33401

(561) 832-1005

eservice@fphlegal.com

Counsel for 5800 North Bay Road, Miami, LLC

By: /s/ Jeffrey D. Fisher

Jeffrey D. Fisher

Florida Bar No. 326941

Zachary R. Potter

Florida Bar No. 064430

Gerald F. Richman

Florida Bar No. 66457



FISHER | POTTER | HODAS

JEFFREY D. FISHER* ZACHARY R. POTTER BENJAMIN T. HODAS*

**Board Certified Marital & Family Law Attorney*

October 9, 2020

BY EMAIL frank@maisterlaw.com

Frank A. Maister, Esq.
Law Office Frank A. Maister, P.A.
101 NE Third Avenue, Suite 110
Ft. Lauderdale, Florida 33301

Re: Collins/Cevey

Dear Frank:

On August 6, 2020, I wrote to your client and told her to vacate the property located at 5800 North Bay Road, Miami Beach, FL, by September 30, 2020. In your letter dated August 24, 2020, you stated that giving Orianne six weeks to vacate the Miami Beach house was insufficient in part because she was taking the parties' son to his boarding school in France. In my letter to you of September 2, 2020, I disputed your claim and pointed out that your client was in truth and in fact going on an extended vacation with her new husband Thomas Bates, who she secretly married in Las Vegas on August 2, 2020. Nevertheless, on behalf of my client, I offered to extend the deadline for Orianne to vacate the Miami Beach home to October 31 **conditioned** upon her agreement to the terms of the settlement agreement that was attached to my September 2 letter.

On September 20, 2020, on behalf of Orianne, you rejected the proposed terms of our settlement. Instead, your letter of September 20 attached a draft complaint and threatened that complaint would be filed unless Phil paid a preposterous amount of money to Orianne based on an "oral agreement" that does not exist. Plain and simple, the letter said that Phil had to pay millions of dollars to Orianne or she would file a baseless suit full of false information which would then undoubtedly be provided to the media to embarrass and defame Phil. In addition, the letter stated that she would not vacate the Miami Beach home until Phil reached an agreement with Orianne premised on these ridiculous legal theories and unsubstantiated facts.

I am going to speak to Phil over the next few days about a counter proposal to "settle" the parties' disputes, but it will bear no resemblance to the proposal you made on behalf of your client. In addition, we will not tolerate her holding the house "hostage" during the negotiation. The purpose of this letter is not to discuss settlement and this letter is not intended to be in any way confidential. The purpose of this letter is to make it clear, plain and simple that your client has been on notice since August 6, 2020 that she needs to vacate the Miami Beach house. She was told to vacate the home by the end of September and did not. We offered to extend that deadline

EXHIBIT

tabbles

1

October 9, 2020

Page 2

until October 31 based on conditions that she rejected. There is no agreement for her to remain in the Property on Miami Beach and so it is absolutely clear, the deadline for her to vacate is now 5:00 on Monday, October 12, 2020. In addition, she is permitted to stay in the Property until 5:00 Monday **only** if the armed guards that she brought to the Property leave immediately. The deadline for their departure is 5:00 p.m. today. Her new husband Thomas Bates must also leave effective 5:00 p.m. today. She is to have nobody at that Property. No visitors, no guests, no help, nobody.

She called the alarm company and falsely represented she had the authority to remove Phil's access code and give access codes to the so-called "security guards" she brought on the Property without my client's consent. She contacted the video surveillance company and told them to install a new system and she taped up some of the existing cameras that give my client visual access to his property. She denied access to the realtor who wanted to show the property to a ready, willing and able buyer. She did other wrongs too long to list for which all rights and remedies are reserved.

As you no doubt know, we represent 5800 North Bay Road Miami LLC, which is the owner of the property located 5800 North Bay Road, Miami Beach, Florida. Attached for your records is a power of attorney confirming our representation of the owner of the Property. Your client, Orianne Cevey (previously known as Orianne Collins, also known as Orianne Mejjati, now known as Orianne Bates), is on the Property without the consent of the owner. Mrs. Bates is neither an owner of the Property nor a tenant on the Property and has absolutely no rights therein. As of 5:01 Monday she will be a trespasser and a copy of the trespass statute is attached.

As attorneys for the owner of the Property, we hereby place your client on formal notice that she is to vacate the Property by 5:00 p.m. Monday, October 12, 2020, and she is to otherwise fully comply with the terms of this letter. All rights and remedies are reserved.

Very truly yours,

FISHER POTTER HODAS, PL

Jeffrey D. Fisher

Jeffrey D. Fisher
For the Firm

JDF/ade

cc: Client

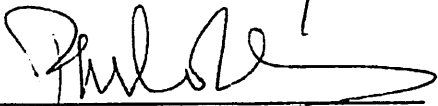
**LIMITED POWER OF ATTORNEY
REGARDING 5800 NORTH BAY ROAD MIAMI LLC**

KNOW ALL MEN BY THESE PRESENTS,

THAT I, **PHILIP DAVID CHARLES COLLINS**, as the sole member and owner of 5800 No. Bay Road Miami LLC (the "Company") which Company owns the property located at 5800 No. Bay Road, Miami Beach, Florida 33140 (the "Property"), do hereby make, constitute and appoint the law firm of Fisher Potter Hodas, PL, and attorney Jeffrey D. Fisher, whose address is 515 No. Flagler Drive, Suite 800, West Palm Beach, Florida 33401, my true and lawful attorney-in-fact for the Company and for me, and in our name, place and stead, to act on behalf of the Company and me in all respects including but not limited to taking all actions necessary for the security, protection, maintenance, operation, and preservation of the Property (and its contents) and the Company including but not limited to authority to deal with all utilities (gas, electric or otherwise), vendors, repair personnel, security personnel, audio/visual personnel, governmental authorities (including but not limited to zoning, law enforcement, homeowner's association) and other persons or entities that provide goods or services to the Company or the Property. Notwithstanding the foregoing broad grant of authority, this limited power of attorney does not include authorization to sell the property or change the existing terms of sale, without my written consent.

I grant to said attorney-in-fact full power and authority to do, take and perform all and every act and thing whatsoever requisite, proper, or necessary to be done, in the exercise of the rights and powers granted above, as fully to all intents and purposes as I might or could do if personally present, hereby ratifying and confirming all that said attorney-in-fact shall lawfully do or cause to be done by virtue of this limited power of attorney and the rights and powers herein granted.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the 7th day of October, 2020.


PHILIP DAVID CHARLES COLLINS
Individually and as sole member and manager of
5800 North Bay Road Miami LLC

West's Florida Statutes Annotated
Title XLVI. Crimes (Chapters 775-899)
Chapter 810. Burglary and Trespass (Refs & Annos)

West's F.S.A. § 810.08

810.08. Trespass in structure or conveyance

Effective: June 26, 2000

Currentness

(1) Whoever, without being authorized, licensed, or invited, willfully enters or remains in any structure or conveyance, or, having been authorized, licensed, or invited, is warned by the owner or lessee of the premises, or by a person authorized by the owner or lessee, to depart and refuses to do so, commits the offense of trespass in a structure or conveyance.

(2)(a) Except as otherwise provided in this subsection, trespass in a structure or conveyance is a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083.

(b) If there is a human being in the structure or conveyance at the time the offender trespassed, attempted to trespass, or was in the structure or conveyance, the trespass in a structure or conveyance is a misdemeanor of the first degree, punishable as provided in s. 775.082 or s. 775.083.

(c) If the offender is armed with a firearm or other dangerous weapon, or arms himself or herself with such while in the structure or conveyance, the trespass in a structure or conveyance is a felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084. Any owner or person authorized by the owner may, for prosecution purposes, take into custody and detain, in a reasonable manner, for a reasonable length of time, any person when he or she reasonably believes that a violation of this paragraph has been or is being committed, and he or she reasonably believes that the person to be taken into custody and detained has committed or is committing such violation. In the event a person is taken into custody, a law enforcement officer shall be called as soon as is practicable after the person has been taken into custody. The taking into custody and detention by such person, if done in compliance with the requirements of this paragraph, shall not render such person criminally or civilly liable for false arrest, false imprisonment, or unlawful detention.

(3) As used in this section, the term "person authorized" means any owner or lessee, or his or her agent, or any law enforcement officer whose department has received written authorization from the owner or lessee, or his or her agent, to communicate an order to depart the property in the case of a threat to public safety or welfare.

Credits

Laws 1974, c. 74-383, § 34; Laws 1975, c. 75-298, § 22; Laws 1976, c. 76-46, § 2; Laws 1977, c. 77-132, § 1; Laws 1988, c. 88-381, § 33; Laws 1991, c. 91-224, § 185. Amended by Laws 1997, c. 97-102, § 1233, eff. July 1, 1997; Laws 2000, c. 2000-369, § 4, eff. June 26, 2000.

West's F. S. A. § 810.08, FL ST § 810.08

Current with chapters from the 2020 Second Regular Session of the 26th Legislature in effect through October 01, 2020

End of Document

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This Instrument Prepared by:

Roland A. Gallor, Esq.
Shutts & Bowen LLP
1500 Miami Center
201 South Biscayne Blvd.
Miami, FL 33131

Folio Nos.: 02-3215-003-0270

-----The Space Above This Line For Recording Office Use Only-----

WARRANTY DEED

THIS WARRANTY DEED is executed this 11th day of June, 2015, by **MARK J. GAINOR** and **ELYSE S. GAINOR**, husband and wife, as to an undivided 72.5% interest and **MARK J. GAINOR**, as Trustee under Trust Agreement Dated April 8, 1999 known as The 1999 Elyse S. Gainor Residence Trust, as to an undivided 27.5% interest (collectively, "**Grantor**"), whose address is 1221-B South Tamiami Trail, Sarasota, FL 34239, to **5800 North Bay Road, Miami, LLC**, a Florida limited liability company ("**Grantee**"), whose address is 5800 North Bay Road, Miami Beach, Florida 33140.

Grantor, for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold and conveyed, and does hereby grant, bargain, sell and convey, to **Grantee** and **Grantee's** heirs, successors and assigns forever, the following described land, situate, lying and being in MIAMI-DADE County, Florida (the "**Property**"):

Lots 33 and 34, Block 1A, of LaGorce-Golf Subdivision, according to the Plat thereof, as recorded in Plat Book 14, Page 43, of the Public Records of Miami-Dade County, Florida.

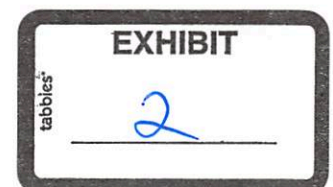
TOGETHER WITH all easements, tenements, hereditaments and appurtenances belonging to the Property; and

TOGETHER WITH all buildings and other improvements now or hereafter located on the Property.

TO HAVE AND TO HOLD the same in fee simple forever.

This conveyance is made subject to:

- (a) Taxes for the year 2015 and subsequent years;
 - (b) Applicable zoning ordinances and governmental regulations; and
 - (c) Conditions, restrictions, covenants, limitations, and easements of record;
- however, this instrument shall not operate to reimpose any of same.

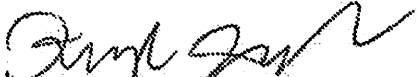


GRANTOR hereby covenants with Grantee that it is lawfully seized of the Property in fee simple, that it has good right and lawful authority to sell and convey the Property, that it hereby fully warrants the title to the Property and will defend the same against the lawful claims of all persons whomsoever.


[Signature Page to Follow]

GRANTOR has duly executed this instrument as of the date aforesaid.

Signed, sealed and delivered
in the presence of:


Print Name: KERRY JONES

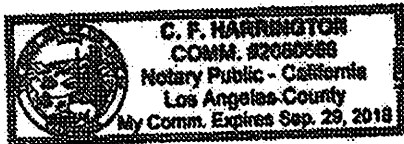

Print Name: C. F. HARRINGTON


Mark J. Gainor

STATE OF California,
COUNTY OF Los Angeles

The foregoing instrument was acknowledged before me this 11th day of June, 2015, by Mark J. Gainor. He is () personally known to me or (X) has produced Florida Drivers License as identification.

(NOTARY SEAL)




Notary Public

Print Name: C. F. HARRINGTON

Commission No.: 20806666

My Commission Expires: Sep. 29, 2018

Signed, sealed and delivered
in the presence of:

[Signature]
Print Name: RENNY JONES

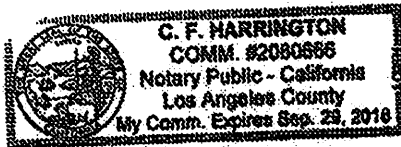
[Signature]
Elyse S. Gainor

[Signature]
Print Name: C. F. Harrington

STATE OF California;
COUNTY OF Los Angeles;

The foregoing instrument was acknowledged before me this 11 day of June, 2015, by Elyse S. Gainor. She is () personally known to me or (X) has produced Florida Drivers License as identification.

(NOTARY SEAL)



[Signature]
Notary Public
Print Name: C. F. Harrington
Commission No.: 2080666
My Commission Expires: Sep 29, 2018

Signed, sealed and delivered
in the presence of :

[Signature]
Print Name: KENNY JONES

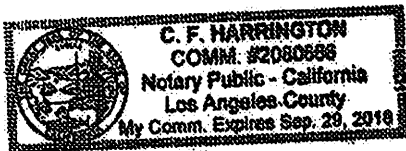
[Signature]
Print Name: C. F. Harrington

STATE OF California;
COUNTY OF Los Angeles

[Signature]
Mark J. Gainor, individually and as
Trustee under Trust Agreement Dated
April 8, 1999 known as The 1999 Elyse S.
Gainor Residence Trust

The foregoing instrument was acknowledged before me this 11th day of June, 2015, by
Mark J. Gainor, individually and as Trustee under Trust Agreement Dated April 8, 1999 known
as The 1999 Elyse S. Gainor Residence Trust. He is () personally known to me or (X) has
produced Florida Drivers License as identification.

(NOTARY SEAL)



[Signature]
Notary Public
Print Name: C. F. Harrington
Commission No.: 20806886
My Commission Expires: Sep. 29, 2018