



## CITY OF DORAL

### NOTICE OF PUBLIC HEARING

All residents, property owners and other interested parties are hereby notified of a **Council Zoning Hearing** meeting on **Wednesday, August 28, 2019 beginning at 6:00 PM**, to consider the following amendment to the Future Land Use Map of the City of Doral Comprehensive Plan. The City Council will consider this item for **FIRST READING**. This meeting will be held at the **City of Doral, Government Center, Council Chambers located at 8401 NW 53rd Terrace, Doral, Florida, 33166**.

The City of Doral proposes to adopt the following Ordinance:

#### ORDINANCE #2019-26

**AN ORDINANCE OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, REQUESTING AN AMENDMENT TO THE FUTURE LAND USE MAP OF THE CITY OF DORAL COMPREHENSIVE PLAN PURSUANT TO SMALL SCALE COMPREHENSIVE PLAN AMENDMENT PROCEDURES IN SEC. 163.3187 OF THE FLORIDA STATUTES, FROM OFFICE AND RESIDENTIAL (OR) TO DOWNTOWN MIXED USE (DMU) FOR A ±1.66 ACRE PARCEL LOCATED AT 8484 NW 36 STREET, DORAL, FLORIDA; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE**

**HEARING NO.:** 19-08-DOR-06

**APPLICANT:** Doral Court Plaza, LLC

**PROJECT NAME:** Doral Court Plaza

**PROJECT OWNERS:** Doral Court Plaza, LLC

**LOCATION:** 8484 NW 36 street

**FOLIO NUMBER:** 35-3027-001-0241

**SIZE OF PROPERTY:** ± 1.66 Acres

**PRESENT FUTURE LAND USE:** Office and Residential (OR)

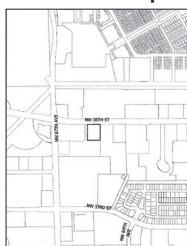
**PRESENT ZONING:** Industrial Commercial District (IC)

**REQUEST:** The Applicant is requesting an amendment to the Future Land Use Map of the City of Doral Comprehensive Plan from Office and Residential (OR) to Downtown Mixed use (DMU).

**LEGAL DESCRIPTION:** PARCEL "B": A portion of the West 847.72 feet of Tracts 29 and 30, of FLORIDA FRUIT LAND COMPANY'S SUBDIVISION NO. 1, in Section 27, Township 53 South, Range 40 East, as recorded in Plat Book 2, Page 17, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Commence at the Northwest corner of said Tract 30; thence North 89°58'53" East along the North line of said Tract 30 for a distance of 609.88 feet; thence South 00°21'28" East for a distance of 55.00 feet to a point lying on the South right of way line of N.W. 36th Street and the Point of Beginning of the herein described parcel of land; thence North 89°58'15" East along said right of way for a distance of 239.71 feet; thence South 01°50'30" East for a distance of 297.24 feet; thence South 89°58'15" West for a distance of 247.41 feet; thence North 00°21'28" West for a distance of 297.14 feet to the Point of Beginning. Containing 72,365 square feet or 1.661 acres more or less. TOGETHER WITH CASTER PARCEL: A portion of the West 847.72 feet of Tracts 29 and 30, FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, in Section 27, Township 53 South, Range 40 East, according to the plat thereof, as recorded in Plat Book 2, at Page 17, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows: Commence at the Northwest corner of said Tract 30; then North 89°58'53" East along the North line of said Tract 30 for a distance of 609.88 feet; thence South 00°21'28" East for a distance of 55.00 feet to a point lying on the South right of way line of N.W. 36th Street (Doral Boulevard) and the Point of Beginning of the herein described parcel of land; thence continue South 00°21'28" East along the West line of the lands described in Partial Release of Unities of Title recorded in Official Records Book 22183, Page 4630, of the Public Records of Miami-Dade County, Florida, for a distance of 297.14 feet; thence South 89°58'15" West, along the Westerly prolongation of the South line of the lands described in said Partial Release of Unities of Title, for a distance of 42.00 feet; thence North 00°21'28" West for a distance of 297.15 feet; thence North 89°58'53" East, along the South right of way line of N.W. 36th Street (Doral Boulevard), for a distance of 42.00 feet to the Point of Beginning. Containing 12,480 square feet or 0.29 acres more or less. EASEMENT ESTATE: Together with a nonexclusive easement for access, parking and utilities more particularly described in the Easement Agreement dated March 29, 2004 by and between ACP/Doral Court, LLC, a Delaware limited liability company and Doral Court Plaza, LLC, a Florida limited liability company recorded April 1, 2004, in Official Records Book 22171, Page 4144, as amended by Relocation of Parking Easement Area Pursuant to Easement Agreement recorded October 20, 2016 in Official Records Book 30276, Page 1981 of the public records of Miami-Dade County, Florida.

#### Location Map



Information relating the subject application is on file and may be examined in the City of Doral, Planning and Zoning Department Located at **8401 NW 53rd Terrace, Doral, FL. 33166**. All persons are invited to appear at this meeting or be represented by an agent, or to express their views in writing addressed to the City Clerk, **8401 NW 53rd Terrace, Doral, FL. 33166**. Maps and other data pertaining to these applications are available for public inspection during normal business hours in City Hall. Any persons wishing to speak at a public hearing should register with the City Clerk prior to that item being heard. Inquiries regarding the item may be directed to the Planning and Zoning Department at 305-59-DORAL.

Pursuant to Section 286.0105, Florida Statutes If a person decides to appeal any decisions made by the City Council with respect to any matter considered at such meeting or hearing, they will need a record of the proceedings and, for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for introduction or admission of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals not otherwise allowed by law. In accordance with the Americans with Disabilities Act, all persons who are disabled and who need special accommodations to participate in this meeting because of that disability should contact the Planning and Zoning Department at 305-59-DORAL no later than three (3) business days prior to the proceeding.

**NOTE:** If you are not able to communicate, or are not comfortable expressing yourself, in the English language, it is your responsibility to bring with you an English-speaking interpreter when conducting business at the City of Doral during the zoning application process up to, and including, appearance at a hearing. This person may be a friend, relative or someone else. A minor cannot serve as a valid interpreter. The City of Doral DOES NOT provide interpretation services during the zoning application process or during any quasi-judicial proceeding.

**NOTA:** Si usted no está en capacidad de comunicarse, o no se siente cómodo al expresarse en inglés, es de su responsabilidad traer un intérprete del idioma inglés cuando trate asuntos públicos o de negocios con la Ciudad de Doral durante el proceso de solicitudes de zonificación, incluyendo su comparecencia a una audiencia. Esta persona puede ser un amigo, familiar o alguien que le haga la traducción durante su comparecencia a la audiencia. Un menor de edad no puede ser intérprete. La Ciudad de Doral NO suministra servicio de traducción durante ningún procedimiento durante el proceso de solicitudes de zonificación.

Connie Diaz, MMC  
City Clerk  
City of Doral

8/14

19-25/0000419079M

## BANKING/ FINANCE

# L'Oreal Owes Olaplex \$91M for Stealing Trade Secrets

by Christopher Yasiejko

In the final moments of his rebuttal to L'Oreal SA's closing argument in a trade-secrets trial, a lawyer for California startup Olaplex LLC told jurors they would choose the victor in a courtroom battle of biblical proportions.

"David versus Goliath," Joe Paunovich said, locked in a fight over "corporate greed."

L'Oreal was the giant. Olaplex, born in a Santa Barbara garage to a pair of polymer chemists, was David. And even if it wasn't the first time that particular trope had graced an American courtroom, it appears to have been effective.

On Monday afternoon, in federal court in Wilmington, Delaware, the jury told L'Oreal to pay the startup \$91.3 million for stealing its trade secrets, breaching a contract and infringing two patents related to a popular, three-step system that protects hair during bleaching treatments.

Since a party can't recover money for the same wrong more than once, Paunovich said in an interview after the verdict, Olaplex expects to net about \$37.4 million once U.S. District Judge Joseph Bataillon has combed through the damages. The jury also found that L'Oreal's acts were intentional, leaving the door open for Bataillon to substantially increase the damages if he chooses.

"We are incredibly proud that Olaplex's rights have been vindicated after a very long and hard-fought litigation," Paunovich said afterward.

A spokeswoman for L'Oreal said the company strongly disagrees with the verdict, which it plans to appeal, and noted that the decision applies only to the U.S. market.

"We continue to believe that Olaplex's accusations against us are unfounded," Lauren Riezman said. Olaplex "had no basis for a patent infringement claim against us, nor did we misuse sensitive business information," Riezman said.

Olaplex had accused L'Oreal of stealing the secrets in a meeting in California in 2015, when the companies were in talks for L'Oreal to buy the startup. L'Oreal, during a week-long trial, said it independently conceived the use of a critical acid in August 2014 and developed its products on its own.

In April, Bataillon agreed to block sales of the products at issue until the dispute was resolved, calling them "an insignificant portion of L'Oreal's overarching business." Olaplex, he wrote, "presented evidence showing actual monetary harm." He didn't issue a corresponding order, saying in court documents he would "likely enter the entire judgment in the case," including any injunction, after the trial.

The judge ruled in late June that L'Oreal's products had infringed the two patents at issue. One question the jury



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had to decide was whether the patents, owned by co-plaintiff Liqwd Inc. and licensed exclusively to Olaplex, were valid to begin with. Another was whether L'Oreal had stolen the trade secrets. A third was whether it had broken non-disclosure agreements relating to them.

In the end, the answer to all three was yes.

Olaplex has no physical store, employs fewer than 30 people and does little traditional advertising. Yet its core products, launched on the company's website in June 2014 after a trial by top hair colorists such as Tracey Cunningham, quickly built a following. Olaplex says they strengthen and reconnect protein bonds during bleaching.

L'Oreal, whose hair-dyeing innovations go back more than a century, reported more than \$30 billion in sales last year. The product lines in question, which all involve the three-step hair-protection system, are just one part of a division with about 12% of L'Oreal's 2018 revenue, according to data compiled by Bloomberg. But they are sold under the prestigious Matrix, Redken and L'Oreal Professionnel labels, important to the overall brand's identity.

By November 2014, one of the largest wholesale beauty-supply distributors in the country, SalonCentric, had put Olaplex on U.S. shelves, propelling it to an early success. SalonCentric is owned by L'Oreal, which noticed the product's performance and buzz on social media and tried to hire away the two scientists who invented the process, according to Olaplex's lawsuit.

Outsiders to the industry, the pair had worked out of the requisite California-startup garage, pouring their product from five-gallon buckets into small bottles, and decided to stay put.

Monday's verdict doesn't spell the end of the dispute between the companies. In July, Olaplex sued L'Oreal over its trade secrets again, asking a Los Angeles federal court to reassign to it a L'Oreal patent it contends "embraces" those secrets. That case is pending.

The Delaware case is Liqwd Inc. v. L'Oreal USA Inc., 17-cv-14, U.S. District Court, District of Delaware (Wilmington).

**Christopher Yasiejko reports for Bloomberg News.**