

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

CASE NO.: 17-029466-CA-01 (44)

CIRCUIT CIVIL DIVISION

COMPLEX BUSINESS LITIGATION

PAULINO AGUILERA, individually,  
MAX GLOBAL CORP., a Florida Corp.,  
and GLOBAL PRO CORP., a Florida  
Corporation,

Plaintiffs,

vs.

VIVIAN S. RODRIGUEZ a/k/a VIVIAN SIU-  
MEY RODRIGUEZ, TREX INTERNATIONAL  
REALTY, INC., YOVANY SERNA,  
HOTNIEL CRESPO, MARBELIS CRESPO a/k/a  
MARBELIS AU, CARLOS SUAREZ-PEREZ,  
TAINO PROPERTY SUPPORT CORP., C. SUPPORT  
PROPERTIES, LLC, and JOHN DOES 1 – 10,

Defendants.

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**VERIFIED AMENDED COMPLAINT AND DEMAND FOR JURY TRIAL**

Plaintiffs, PAULINO AGUILERA, MAX GLOBAL CORP., and GLOBAL PRO CORP.,  
sue Defendants, VIVIAN S. RODRIGUEZ a/k/a VIVIAN SIU-MEY RODRIGUEZ, TREX  
INTERNATIONAL REALTY, INC., YOVANY SERNA, HOTNIEL CRESPO, MARBELIS  
CRESPO a/k/a MARBELIS AU, CARLOS SUAREZ-PEREZ, TAINO PROPERTY SUPPORT  
CORP., C. SUPPORT PROPERTIES, LLC, and JOHN DOES 1 – 10, and allege as follows:

**I. INTRODUCTION**

1. This is an action seeking damages in excess of \$1,700,000.00 and other relief including injunctive relief and the imposition of a constructive trust due to the fraud, theft, conversion and substantial breaches of fiduciary duty perpetrated by VIVIAN S. RODRIGUEZ, TREX INTERNATIONAL REALTY INC., and others, and with the participation, substantial

assistance and involvement of others who are named herein as defendants, including Rodriguez's husband, son, daughter-in-law, and other third-parties whom are both known and unknown at this time.

2. PAULINO AGUILERA (hereinafter "Aguilera"), individually and by and through two of his Florida corporations, MAX GLOBAL CORP. (hereinafter "Max"), and GLOBAL PRO CORP. (hereinafter "Global"), (collectively Paulino Aguilera, Max Global Corp., and Global Pro Corp. are referred to herein as "Plaintiffs"), invested and lost over \$1.7 Million in real estate properties allegedly purchased with their funds. The properties were purchased and then allegedly resold, with the proceeds being re-invested in the purchase of new properties – all on the advice, instruction and direction of VIVIAN S. RODRIGUEZ (hereinafter "Rodriguez") and TREX INTERNATIONAL REALTY INC. (hereinafter "Trex Realty").

3. Rodriguez, trained in Trex Realty's proven high-pressure sales tactics knew the Plaintiffs were new to investing in distressed real estate properties and that Plaintiffs were interested in diversifying and growing a large portfolio through flipping properties for short term gains.

4. Rodriguez and Trex Realty offered financial security to Plaintiffs and sold the Plaintiffs on the basis of their alleged industry expertise, experience and accomplishments in the industry, and at all times material held themselves out as an industry leader providing a trustworthy, service-based concierge relationship providing all real estate industry services from A to Z, inclusive of the selection of properties, property valuation, negotiation, closing and title services, repairs and refurbishing, re-sale.

5. Trex Realty, with several locations and numerous licensed sales agents and representatives which at all times material included both Rodriguez and her daughter-in-law,

MARBELIS CRESPO a/k/a MARBELIS AU (hereinafter “Marbelis”), lent credibility to Rodriguez, who is identified on Trex Realty’s website and business cards and materials, as well as on Rodriguez’s emails.

6. Trex Realty vows to protect its clients information by making it available only amongst its trustworthy employees, and further, Trex Realty touts in its promotional materials, including its website, “If you’re looking for high quality and personal service, you’ve come to the right place. At Trex International Realty we’ll give you the attention and personal service you’ll come to expect and enjoy from a real estate brokerage. Our agents are proficiently trained in every aspect of buying, selling or renting in South Florida. Contact is [sic] today to let us help you achieve your dreams!”

7. Trex Realty further warranted and represented that “We’re really good at our jobs” which includes the “myriad of tasks, documents and delivery deadlines involved in a real estate transaction are all coordinated by your Trex agent and our closing assistance staff. From title insurance to surveys and mortgage documents, we’re here to help.”

8. Aguilera found that type of concierge personal service offered through Trex Realty to be very helpful, reliable and comforting, especially due to his own lack of proficiency in the English language and his strong preference for speaking to Rodriguez in Spanish.

9. Indeed, Aguilera incorrectly believed he was in good safekeeping with his trust and confidence in these Defendants. He believed he found someone, in particular in Rodriguez and Trex Realty, whom he trusted to fulfill his dream of exponentially growing and diversifying his investment portfolios, entering into the distressed property markets, and retiring with security and dignity.

10. Rodriguez, her husband, her son, and her daughter-in-law all assured Aguilera on

several occasions that Rodriguez and Trex Realty would protect Plaintiffs' money as if it were their own family's money, and Rodriguez and her husband, her son, and her daughter-in-law frequently warranted and represented to Aguilera that HOTNIEL CRESPO (hereinafter "Crespo") and his wife Marbelis were also invested in the same investments through Rodriguez and Trex Realty.

11. Moreover, Rodriguez and her family stated that they were reinvesting in distressed properties with the "double commissions" Rodriguez earned through Trex Realty by consummating the Plaintiffs' sales, at both the purchase and re-sale end of the transactions (and by representing both buyer and seller when Plaintiffs purchased the property, and subsequently once sold again). Rodriguez and her family claimed to be a team and warranted and represented that they were growing their own family portfolio together alongside of Aguilera and his companies through Rodriguez's hard earned commissions in flipping properties for the Plaintiffs.

12. Plaintiffs entrusted their financial well-being to Rodriguez and Trex Realty. In order to maximize profits and sales, Rodriguez's husband would also be performing repairs and maintenance of the properties to ensure large returns with a quicker turn-around time for flipping the Plaintiffs' investment properties.

13. Unfortunately, Plaintiffs received more than they bargained for, as their trust and confidence in Rodriguez, Trex Realty, and Rodriguez's aforementioned family members was seriously misplaced.

14. Rodriguez and Trex Realty abused Plaintiffs' misplaced trust and lack of sophistication in flipping distressed properties to Plaintiffs' financial detriment. Rodriguez and Trex Realty fleeced Plaintiffs' savings with advice to invest in dubious investments (which did not, in most cases, exist at all to begin with) which stood to benefit only the Defendants -- while

ignoring Plaintiffs' financial objectives and ultimately leaving Plaintiffs empty-handed.

15. Rodriguez, by and on behalf of Trex Realty, made numerous misrepresentations and omissions of material fact, inducing Plaintiffs into investing in these dubious investments, including misrepresentations about the nature of the investments, misrepresentations about Plaintiffs' return on investments, misrepresentations about the whereabouts and disposition of Plaintiffs' funds, omissions about the risks and costs of "the investments" and Plaintiffs' commissions. As a result, Plaintiffs were fleeced of Aguilera's retirement savings by Rodriguez and Trex Realty, and their hard-earned nest egg entrusted to Defendants, which exceeded \$1,700,000.00 in a total net loss to the Plaintiffs, disappeared into thin air. *See* attached Exhibit A.

16. Plaintiffs became very suspicious in December of 2017, when monies were not being re-sent to Plaintiffs despite the occurrence of purported closings on the alleged sales of the flipped properties. In response, Rodriguez claimed to be seriously ill with panic-attack-like symptoms and what appeared to be mental instability.

17. Aguilera and his spouse waited with Rodriguez and her family members at Baptist Hospital overnight, and later confirmed that Rodriguez was admitted to the hospital (for undisclosed illness) where Aguilera and his spouse actually confirmed she was hospitalized for many, many days.

18. In the short period leading up to Rodriguez's suspicious hospitalization, Rodriguez, as well as her husband and son, repeatedly assured Aguilera that Plaintiffs' money would be returned immediately and that it was being held in safe-keeping. Rodriguez's son met separately with Aguilera at a Latin American Café in Miami Lakes, Florida and again re-assured Aguilera that his mom (Rodriguez) had the money and would re-pay Aguilera and that he and his

wife, Crespo and Marbelis, were also invested in the same investments and could guarantee that Rodriguez would make good on the investments as soon as she was released from the hospital. Even from her hospital bed, Rodriguez continued to text Aguilera that she would not be leaving the country until he got his money back and that she would be able to fix it as soon as she left the hospital, and that she would likely not be leaving the country anyway due to her prolonged hospital stay.

## II. PARTIES

19. Plaintiff, Paulino Aguilera (“Aguilera”) is an individual residing in Miami-Dade County, Florida, and is otherwise *sui juris*. At all relevant times, Aguilera was a client of Trex Realty and Rodriguez, its employee/agent/representative.

20. Plaintiff, MAX GLOBAL CORP. (“Max”), is and was at all times material a Florida corporation duly authorized and legally conducting business where it is headquartered and situated, within Miami-Dade County, Florida. Plaintiff Aguilera is and was, at all times material, the sole owner of Max and the sole legal and equitable owner of any and all funds deposited into Max, including all of the funds which are the subject of this lawsuit. At all relevant times, Max was a client of Trex Realty and Rodriguez, its employee/agent/representative.

21. Plaintiff, GLOBAL PRO CORP. (“Global”), is and was at all times material a Florida corporation duly authorized and legally conducting business where it is headquartered and situated, within Miami-Dade County, Florida. Plaintiff Aguilera is and was, at all times material, the sole owner of Global and the sole legal and equitable owner of any and all funds deposited into Global, including all of the funds which are the subject of this lawsuit. At all relevant times, Global was a client of Trex Realty and Rodriguez, its

employee/agent/representative.

22. All of the funds paid in the transaction were funds belonging to Aguilera; Aguilera was the sole legal and equitable owner of the funds which are the subject of the lawsuit. *See* attached Exhibit A.

23. Defendant, VIVIAN S. RODRIGUEZ a/k/a VIVIAN SIU-MEY RODRIGUEZ (“Rodriguez”) is and was at all times material an individual residing and conducting business in Miami-Dade County, Florida, and is otherwise *sui juris*. Rodriguez acted within the scope of her employment with Trex Realty and acted with actual or apparent authority of Trex Realty in her dealings with Plaintiffs.

24. Defendant, TREX INTERNATIONAL REALTY INC. (“Trex Realty”) is and was at all times material a Florida corporation with its principal place of business in Miami-Dade County, Florida. It is registered to do business in Florida and has offices throughout Florida including in Miami-Dade County, Florida. Trex Realty is a licensed Florida real estate brokerage firm which hires, trains, supervises, retains, and fires licensed Florida real estate agents; said agents hold themselves out as if they are associated and employed with, and agents and representatives of, Trex Realty.

25. Trex Realty is both primarily liable and vicariously liable for the acts and omissions of its employees, agents, and representatives, including Rodriguez.

26. All acts and omissions of Rodriguez herein were in the course and scope of her employment and/or agency with Trex Realty, and with both actual and apparent authority to act on behalf of Trex Realty.

27. Defendant, MARBELIS CRESPO a/k/a MARBELIS AU (“Marbelis”), is and was at all times material an individual residing and conducting business in Miami-Dade County,

Florida, , and is otherwise *sui juris*. Marbelis is the daughter-in-law of Rodriguez and the wife of Hotniel Crespo, and further, like Rodriguez she is and was at all times material a licensed real estate agent with Trex Realty; she assisted Rodriguez and also acted within the scope of her employment with Trex Realty and acted with actual or apparent authority of Trex Realty in her dealings with Plaintiffs (which were less frequent and more limited than the dealings between Plaintiffs and Rodriguez which were substantial).

28. Defendant, HOTNIEL CRESPO (“Crespo”), is and was at all times material an individual residing and conducting business in Miami-Dade County, Florida, and is otherwise *sui juris*. Crespo is the son of Rodriguez and he is the husband of Marbelis Crespo. Crespo has, at all times material, held himself out to Aguilera and the Plaintiffs as a wealthy investor in distressed properties who invests with his mother Rodriguez and Trex Realty.

29. Defendant, YOVANY SERNA (“Serna”), is and was at all times material an individual residing and conducting business in Miami-Dade County, Florida, and is otherwise *sui juris*. Serna is the husband of Rodriguez and was in frequent contact with Plaintiffs, as he was always assisting Rodriguez or otherwise present during communications with Aguilera. Serna has, at all times material, held himself out to Aguilera and the Plaintiffs as a witness to the successful investing techniques of Rodriguez, and Serna warrants and represents that he repairs and maintains the newly purchased properties to maximize the profits prior to the properties being “flipped” by his wife, Rodriguez.

30. Defendant, TAINO SUPPORT CORP. (hereinafter “Taino”), is and was at all times material a Florida corporation with its principal place of business in Miami-Dade County, Florida. Upon information and belief, Taino received various wire transfers of funds belonging to Plaintiffs for the alleged purchase of properties which in fact were never transferred to



Plaintiffs, and Taino aided and abetted the fraud at issue. The further involvement of Taino, if any, is currently unknown at this time, and will be pursued during the discovery phase of these proceedings.

31. Defendant, CARLOS SUAREZ-PEREZ (“Suarez-Perez”), upon information and belief is and was at all times material an individual residing and conducting business in Miami-Dade County, Florida, and is otherwise *sui juris*. Suarez-Perez is identified in the records of the State of Florida as the sole officer of Taino, serving as its President. Upon information and belief, Suarez-Perez, by and through his association and participation in Taino, has at a minimum been unjustly enriched with funds and he has aided and abetted the fraud at issue here. Upon information and belief, Suarez-Perez is an accomplice, friend, and business associate of Rodriguez, and further, upon information and belief he is also an alter ego of Taino.

32. Defendant, C. SUPPORT PROPERTIES, LLC (“C. Support”) is and was at all times material a Florida corporation with its principal place of business in Miami-Dade County, Florida. It is registered to do business in Florida and has offices throughout Florida including in Miami-Dade County, Florida. Upon information and belief, at all times material C. Support was a limited liability company utilized by Rodriguez as an alter ego and for purposes of illegally, improperly, and unethically funneling money belonging to Plaintiffs, and unbeknownst to the Plaintiffs.

33. Defendants, JOHN DOES 1 through 10, are currently unknown at this time, but upon information and belief will manifest themselves as willing co-conspirators or aiders and abettors during the course of discovery in this lawsuit.

### **III. JURISDICTION AND VENUE**

34. This Court has jurisdiction over this matter as this action seeks recovery of

damages exceeding \$15,000.00, exclusive of interest, costs and attorneys' fees.

35. Venue is appropriate in Miami-Dade County, Florida, pursuant to § 47.011, Fla. Stat., as the causes of action asserted in this matter accrued in Miami-Dade County, Florida.

36. The Court has general personal jurisdiction over all Defendants, all of whom are located within and otherwise conducting business within Miami-Dade County, Florida.

37. Plaintiffs have employed undersigned law firm in connection with this matter and they are obligated to pay its reasonable fees and costs for its service rendered in connection with this matter.

#### **IV. FACTUAL ALLEGATIONS**

38. Rodriguez, a licensed Florida real estate agent allegedly trained and supervised by Trex Realty, became an employee, agent and representative in Trex Realty who was essentially given free, and unsupervised rein to take advantage of Trex Realty's considerable resources and customer base, including to take advantage of the Plaintiffs.

39. Trex Realty attracted licensed individuals like Rodriguez to serve as its real estate agents in the same way as it attracted customers, through aggressive marketing

40. At all times, Rodriguez and Marbelis, as licensed real estate agents, and Trex Realty, as licensed real estate broker, acted as fiduciaries who owed a fiduciary duty to Plaintiffs, which include the recognized fiduciary duties owed by a real estate agent to his/her client and broker to its client – duties of obedience, loyalty, disclosure, and confidentiality (“O.L.D.C.A.R.”)

41. However, upon information and belief, in actuality Trex Realty required its real estate “experts” and “specialists” such as Rodriguez, only to complete a perfunctory training program focusing on Trex Realty's sales tactics in promoting full-service, expert concierge

service to potential unsophisticated real estate investors like Plaintiffs, providing all services including documents, escrow and closing services, for both sales and re-sales, and literally all aspects of the transaction -- from A to Z.

42. Defendants Rodriguez and Trex Realty fraudulently convinced Plaintiffs to misplace their trust and confidence and invest over \$1.7 Million with Rodriguez and Trex Realty. Defendants Rodriguez and Trex Realty made misrepresentations and omissions of material fact, concerning the risks and costs of “non-existent” investments, including the nature and purpose of the Plaintiffs’ non-existent investments, among other matters. In reliance on Rodriguez and Trex Realty, Plaintiffs made total investments exceeding \$1,700,000.00.

43. At the inception of the relationship, Plaintiffs met with Defendant Rodriguez, including at Trex Realty and Rodriguez’s house, on over 100 occasions. There was only one legitimate real estate deal actually consummated by the defendant realtors for Aguilera, which was the very first one<sup>1</sup>, where Defendants Rodriguez and Trex Realty did not defraud Plaintiffs. Subsequent to that one sole legitimate real estate deal, all other real estate deals involving the Plaintiffs and Defendants were false, fraudulent, and simply non-existent. *See Exhibit B.* No real property was ever purchased or sold as represented to Plaintiffs and even the documentation procured was completely false. *See Exhibit B.* The fraudulent deal documents contain the name of a non-existent title company, false names of non-existent parties to the transaction, false sales prices, the identification of properties which were not even for sale, false names of owners of the alleged properties, and in many other respects simply false and fraudulent documentation

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<sup>1</sup> There also was one legitimate listing, which was a listing of a property owned by Aguilera which had been purchased through another realtor. That listing was also handled by Rodriguez and Marbelis through Trex Realty, and primarily through Marbelis. That deal was never consummated, however, as said Defendants were unable to procure any legitimate buyer for that property.

regarding each and every transaction. *See* Exhibit B. On many occasions, Rodriguez, Serna, Marbelis, and Crespo all discussed the fraudulent deals and the content of the fraudulent documents with Plaintiffs; at all times, said defendants substantially encouraged and enticed Plaintiffs to enter into the fraudulent transactions.

44. Rodriguez, Serna, Marbelis and Crespo repeatedly referred to themselves as a team working together on the investments, and that the investments were through Rodriguez and Trex Realty.

45. Rodriguez referred to herself as the main person in charge of Plaintiffs' accounts and that she was most involved in the day-to-day, and she said that whenever she was not available to contact Marbelis.

46. Marbelis confirmed that she was well versed in the investments Plaintiffs were making and that they were suitable investments for Plaintiffs, and she also repeatedly stated that both she and Rodriguez were licensed professionals working for Trex Realty, so therefore, Aguilera should trust them. Marbelis also stated that while she had other clients she primarily handled, if Rodriguez was unavailable Aguilera, could contact her directly for assistance through her Trex Realty contact information.

47. Serna repeatedly stated that he helped fix the properties to help increase the profits including the properties allegedly being purchased by Aguilera, and he was almost always with Rodriguez during most of the conversations because he always worked with Rodriguez, including when Rodriguez visited with Aguilera in his home and at Plaintiffs' office.

48. Crespo repeatedly stated that he was making incredible amounts of money in the same type of investments, that he personally went to see many of the properties Plaintiffs had purchased with Rodriguez, and that Aguilera and Crespo would become very wealthy investing

in the properties which Rodriguez brought to the table. Crespo repeatedly stated that Aguilera should trust Rodriguez and continue to invest more and more money with her.

49. Many times, Defendant Rodriguez had Plaintiffs come to her house for discussions about investing in new properties and opportunities; these discussions included Serna, Crespo and Marbelis – meetings in both the home office area and in the more spacious living room area. Rodriguez, Serna, Crespo and Marbelis repeatedly made false and fraudulent statements to Plaintiffs that the “investments” Plaintiffs were “investing” in were legitimate real property deals. Some of the meetings in fact took place at other locations including Trex Realty, Aguilera’s home, and Plaintiffs’ office; Rodriguez was present on all of those occasions.

50. Plaintiffs were provided numerous fraudulent documents, for numerous fraudulent transactions, which were provided by Rodriguez in her capacity as an agent of Trex Realty. Frequently, these documents were presented to Aguilera in the presence of Serna, Crespo, and Marbelis. Serna, Crespo, and Marbelis were not only present, but they encouraged the Plaintiffs to invest in said fraudulent transactions prior to Plaintiffs agreeing to enter into the deals, and they encouraged the Plaintiffs to send funds to the bank accounts as set forth in Exhibit A attached hereto. The false documentation (some of which Plaintiffs still have in their possession) includes the documentation attached hereto as Composite Exhibit B.

51. Rodriguez, an agent of Trex Realty with actual and apparent authority vis-à-vis Trex Realty, was the ringleader of the fraud identified in Exhibit A and Composite Exhibit B. She orchestrated it, was aware of it, and participated in it. She profited directly and indirectly from said fraud. She received money from it, purchased personal property with it, and took vacations with it.

52. Serna was aware of the fraud, knew of it, and participated in it, including the fraud identified in Exhibit A and Composite Exhibit B. It is estimated that Serna had no less than 75 conversations with Aguilera where he encouraged Aguilera to invest more with Rodriguez and Trex Realty, to trust Rodriguez, that he was helping (with the non-existent properties) to increase profitability and maintain them, and that the investments were good investments. Serna profited directly and indirectly from said fraud. He received money from it, purchased personal property with it, and took vacations with it.

53. Crespo was aware of the fraud, knew of it, and participated in it, including the fraud identified in Exhibit A and Composite Exhibit B. It is estimated that Crespo had no less than 50 conversations with Aguilera where he encouraged Aguilera to invest more with Rodriguez and Trex Realty, to trust Rodriguez, that he was involved (with the non-existent properties) and personally profiting and investing in them himself and that he was familiar with some of the specific properties Plaintiffs were investing in, and that the investments were good investments. Crespo profited directly and indirectly from said fraud. He received money from it, purchased personal property with it, and took vacations with it.

54. Marbelis was aware of the fraud, knew of it, and participated in it, including the fraud identified in Exhibit A and Composite Exhibit B. She profited directly and indirectly from said fraud. It is estimated that Marbelis had no less than 50 conversations with Aguilera where she encouraged Aguilera to invest more with Rodriguez and Trex Realty, to trust her and Rodriguez, that she was involved (with the non-existent properties) and that she was familiar with some of the specific properties Plaintiffs were investing in, and that the investments were good investments. She received money from it, purchased personal property with it, and took vacations with it.

55. At all times material, Defendants Rodriguez, Serna, Crespo, Marbelis, Trex Realty made material misrepresentations and omissions of material fact in giving investment advice to Plaintiffs, inducing Plaintiffs to invest in non-existent real estate contracts allegedly offered by Rodriguez and Trex Realty.

56. At all times material, Defendants Rodriguez, Serna, Crespo, Marbelis, and Trex Realty's acts and omissions were reckless, gross reckless, willful, wanton, deliberate, and in utter disregard for the financial well-being of the Plaintiffs.

57. Defendants Rodriguez, Serna, Crespo, Marbelis and Trex Realty earned Plaintiffs' trust with promises to keep their money safe and secure; Rodriguez and Trex Realty, along with Crespo, Marbelis and Serna, assured Plaintiffs that they would protect Plaintiffs' money as if it was their own money.

58. Plaintiffs reposed trust and confidence in Rodriguez, Serna, Crespo, Marbelis, and Trex Realty, relying on Rodriguez and Trex Realty's alleged expertise and reputation as purportedly reputable real estate professionals. Rodriguez and Trex Realty accepted Plaintiffs' trust and confidence.

59. At all relevant times, Plaintiffs were customers of Trex Realty. Rodriguez met with Plaintiffs at Trex Realty, consummated only one legitimate real estate transaction with Aguilera through Trex Realty (the first one to gain Aguilera's trust and confidence), used Trex Realty's website and promotion materials provided to Plaintiffs, used her business card and the personal email address associated with Rodriguez which was on the Trex Realty website and the Trex Realty business card. Rodriguez's emails repeatedly referred to Trex Realty.

60. Rodriguez and Trex Realty knew how important security and peace of mind were to Plaintiffs and assured Plaintiffs that they would honor that trust and interact with Plaintiffs

ethically and with integrity. Plaintiffs reasonably relied on Rodriguez and Trex Realty to honor their trust and confidence in disclosing all material facts and dealing truthfully with them and relied on their representations in making the subject real estate investments and transferring more than \$1,700,000.00 which has not been paid to the Plaintiffs – with no real property possessed by these Plaintiffs in exchange for said funds in excess of \$1,700,000.00.

61. At Defendants Rodriguez and Trex Realty's instruction and direction, Plaintiffs "invested" in and "flipped" numerous properties which were never under any legitimate contract inuring to Plaintiffs' benefit. All money invested by Plaintiffs was wired at the direction of Rodriguez and Trex Realty to a bank account of C. Support or a bank account of Taino; both Taino and C. Support have been unjustly enriched and improperly converted the funds of Plaintiffs.

62. Defendants misrepresented the existence of the investment and the terms of the investment deals, and emailed and otherwise caused to be signed and exchanged fraudulently prepared documents – all of which were part of the personal concierge service of Rodriguez and Trex Realty.

63. Moreover, Rodriguez and Trex Realty defrauded Plaintiffs by advising them to invest in a risky investment disguised as a safe investment. Not only were the investments not being sold as distressed properties at reduced prices to the Plaintiffs or re-sold for the Plaintiffs to profit, the investments did not even exist. The documents produced by Rodriguez and Trex Realty were fraudulent, as fraudulent as the non-existent contracts.

64. Rodriguez, Trex Realty, and the other Defendants have absconded with Plaintiffs' funds and have continued to conceal the fraud.



65. When Plaintiffs initially began requesting their investment to be returned, Rodriguez used an appeal to pity to dissuade them, claiming to be seriously ill and seeking hospitalization at Baptist Hospital.

66. In one such instance, Crespo met up with Aguilera at the Latin American Café restaurant. Plaintiffs persisted in requesting that the investment be returned immediately. Plaintiffs insisted on receiving evidence that the funds were in Rodriguez's account, and were provided with an account statement and later a phone call made collectively to the bank which revealed the funds had been depleted to far less than \$55,000.00, a far cry from the missing \$1.7 Million which remains unaccounted for at this time. Rodriguez promised to provide the proof soon, once she was released from the hospital. But, the information never came.

67. Rodriguez and her family also offered a bouquet of excuses for delaying the ability to repay Plaintiffs. They reiterated the supposed success and prowess in investing and that they all had investments and would repay the Plaintiffs with their own money if need be, but that Plaintiffs should remain calm (*i.e.*, not go to police or attorneys for assistance).

68. At all times material, Defendants' acts and omissions were reckless, gross reckless, willful, wanton, deliberate, and in utter disregard for the financial well-being of the Plaintiff.

## V. AGENCY ALLEGATIONS

69. At all times material, Trex Realty acknowledged that Rodriguez would act for it, and Rodriguez accepted the undertaking to act for Trex Realty. Trex Realty exercised control over the actions of Rodriguez and had a duty to supervise her.

70. Trex Realty represented to Plaintiffs that Rodriguez will act for Trex Realty. Plaintiffs relied on Trex Realty's representation. In reliance on that representation, Plaintiffs

changed their position by agreeing to invest in distressed real property with Rodriguez and Trex Realty.

71. At all relevant times, Rodriguez held herself out as an agent of Trex Realty with actual or apparent authority to conduct business on behalf of Trex Realty. Rodriguez held herself out as a licensed employee, agent and representative of Trex Realty. In reliance on Trex Realty, Plaintiffs invested with Trex Realty's employee, agent and representative, Rodriguez.

72. Plaintiffs were introduced to Rodriguez at a Trex Realty agency in Miami Dade County, Florida, where Rodriguez kept an office. Rodriguez introduced herself as a licensed employee, agent and representative of Trex Realty. Trex Realty furnished Plaintiffs with Rodriguez's business cards bearing the Trex Realty logo and representing Rodriguez as an expert real estate professional employed and working as an agent and representative of Trex Realty. Subsequently, Rodriguez sent communications to Plaintiffs bearing the Trex Realty name, and meetings continued to take place from time-to-time at Trex Realty.

73. Trex Realty encouraged Plaintiffs to invest through Rodriguez and Trex Realty, as Rodriguez was its agent and representative.

74. In reliance on representations by Rodriguez and Trex Realty, Plaintiffs made numerous "investments" on advice received from Rodriguez in investment vehicles offered through Trex Realty. In reality, those investments did not actually exist.

75. Trex Realty exercised substantial control over the manner in which Rodriguez performed her job at Trex Realty. Trex Realty assured Plaintiffs of its control over Rodriguez.

76. Upon information and belief, Trex Realty exercised dominion and control over Rodriguez through a written agreement or agreements which are not yet in possession of these Plaintiffs, as discovery will be ongoing.

77. At all times material, Rodriguez was an actual or apparent agent of Trex Realty. Rodriguez agreed to act as a licensed real estate professional exclusively on behalf of Trex Realty. At all times material, Trex Realty exercised substantial control over the manner in which Rodriguez fulfilled her responsibilities. Additionally, Trex Realty represented to Plaintiffs that Rodriguez would act for Trex Realty at all times material. At all times material, Plaintiffs reasonably relied on Trex Realty's representation. In reliance on that representation, Plaintiffs changed their position. At all times material, said defendants fraudulently concealed pertinent information from Plaintiffs.

**VI. COUNTS**

**COUNT I**

**FRAUD**

**(against Rodriguez and Trex Realty)**

78. Plaintiffs re-allege and re-incorporate paragraphs 1–77 as if set forth fully herein.

79. At all times material, Plaintiffs and Defendants Rodriguez and Trex Realty share a relationship whereby Plaintiffs reposed trust and confidence in Defendants Rodriguez and Trex Realty. As described more fully above, Plaintiffs employed Rodriguez as her investment advisor and licensed real estate professional and said Plaintiffs placed their trust and confidence in Rodriguez regarding all investment decisions and the handling of all investments.

80. Rodriguez and Trex Realty owed Plaintiffs a fiduciary duty to advise, counsel and/or protect Plaintiffs' financial interests, and to disclose all material and relevant information, costs, and risks about the investments being offered, and to only offer viable investments which in fact existed as opposed to mere fraudulent, nonexistent opportunities.

81. Rodriguez and Trex Realty undertook and assumed duties to advise, counsel and/or protect Plaintiffs' financial interests, having represented she did so as a means to induce Plaintiffs' investment.

82. As described in detail above, Rodriguez and Trex Realty convinced Plaintiffs to invest substantial life savings in excess of \$1.7 Million with Rodriguez and Trex Realty. Rodriguez's misrepresentations and omissions of material facts concerning the risks and costs of investments, the nature and purpose of investments, among other matters. Additionally, Rodriguez and Trex Realty defrauded Plaintiffs with investment opportunities which did not in fact exist, and presented fraudulent paper work associated with same by and through her professional relationship with Trex Realty.

83. Rodriguez and Trex Realty made such misrepresentations and omissions knowing Plaintiffs would act in reliance on them. In Rodriguez's capacity as a fiduciary, Plaintiffs in fact relied upon Rodriguez and Trex Realty's investment advice, statements, and omissions. Plaintiffs made investments exceeding \$1,700,000.00 in cash wired from Plaintiffs' bank accounts to accounts identified by Rodriguez and Trex Realty.

84. Rodriguez and Trex Realty's misrepresentations and omissions and abuse of Plaintiffs' trust, caused and induced Plaintiffs' investments and constitutes the direct and proximate cause of Plaintiffs' damages.

85. Rodriguez and Trex Realty's conduct constitutes intentional misconduct within the meaning of Section 768.72 of the Florida Statutes. Trex Realty is further vicariously liable for the acts of Rodriguez, and all such acts were within the course and scope of her relationship with Trex Realty.

86. As set forth in detail above, Rodriguez was an employee of, and/or acted as an agent and representative of, Trex Realty with actual or apparent authority to act for Trex Realty. Trex Realty lacked sufficient controls and processes to monitor Rodriguez as its employee/agent/representative to protect its clients.

87. As a proximate result thereof, Plaintiffs have suffered significant damages in excess of \$1,700,000.00. Plaintiffs also are entitled to prejudgment interest, and attorneys' fees and costs.

WHEREFORE, Plaintiffs demand judgment against Defendants, Rodriguez and Trex Realty, for damages, costs, prejudgment interest, attorneys' fees and costs, and any such other relief the Court deems equitable and just under the circumstances.

**COUNT II**  
**BREACH OF FIDUCIARY DUTY**  
**(against Rodriguez and Trex Realty)**

88. Plaintiffs re-allege and re-incorporate paragraphs 1–77 as if set forth fully herein.

89. At all times material, Plaintiffs and Defendants Rodriguez and Trex Realty share a relationship whereby Plaintiffs reposed trust and confidence in Defendants Rodriguez and Trex Realty. As described more fully above, Plaintiffs employed Defendants Rodriguez and Trex Realty as her investment advisors and licensed real estate professionals said Plaintiffs placed their trust and confidence in Defendants Rodriguez and Trex Realty regarding their investment decisions and the handling of same.

90. Defendants Rodriguez and Trex Realty owed Plaintiffs a fiduciary duty to advise, counsel and/or protect Plaintiffs' financial interests, and to disclose all material and relevant information, costs, and risks about the investments being offered, and to offer bonafide existing opportunities as opposed to non-existent opportunities.

91. Defendants Rodriguez and Trex Realty undertook and assumed duties to advise, counsel and/or protect Plaintiffs' financial interests, having represented same as a means to induce Plaintiffs' investment.

92. Because Defendants Rodriguez and Trex Realty failed to disclose all material and relevant information, costs, and risks about the investments they offered, and because the investment opportunities did not exist and in fact were a complete sham, they breached their fiduciary duties owed to Plaintiffs.

93. Plaintiffs justifiably relied upon Rodriguez and Trex Realty's investment advice and statements regarding their alleged investments, including fraudulent documentation prepared by Rodriguez and Trex Realty. Defendants Rodriguez and Trex Realty's breaches of said fiduciary duties and abuse of Plaintiffs' trust and confidence, caused and induced Plaintiffs' investments and constitutes the direct and proximate cause of Plaintiffs' damages which exceed \$1.7 Million exclusive of entitled prejudgment interest.

94. Defendants' conduct constitutes gross negligence or intentional misconduct within the meaning of Section 768.72 of the Florida Statutes. Trex Realty is further vicariously liable for the acts of Rodriguez, and all such acts were within the course and scope of her relationship with Trex Realty.

95. As set forth in detail above, at all times material Rodriguez was an employee of, and/or acted as an agent and representative of, Trex Realty with actual and/or apparent authority to act for Trex Realty. Trex Realty lacked sufficient controls and processes to monitor Rodriguez as its employee/agent/representative and to protect its clients, including the Plaintiffs.

96. As a proximate result thereof, Plaintiffs have suffered significant damages. Plaintiff also is entitled to prejudgment interest and attorneys' fees.

WHEREFORE, Plaintiffs demand judgment against Defendant, Rodriguez and Trex Realty, for damages, costs, prejudgment interest, attorneys' fees and costs, and any such other relief the Court deems equitable and just under the circumstances .

**COUNT III**  
**AIDING AND ABETTING FRAUD**  
**(against Crespo, Serna, Marbelis, C. Support and Taino)**

97. Plaintiffs re-allege and re-incorporate paragraphs 1–77 and paragraphs 78-87 as if set forth fully herein.

98. At all times material, Crespo, Serna, Marbelis, C. Support and Taino had personal and actual knowledge of the fraud being perpetrated upon Plaintiffs by Rodriguez and Trex Realty.

99. At all times material, Crespo, Serna, Marbelis, C. Support and Taino had personal and actual knowledge that Plaintiffs money was being wrongfully converted or stolen in connection with investment opportunities which did not in fact exist.

100. At all times material, Crespo, Serna, Marbelis, C. Support and Taino provided substantial assistance, and encouraged the wrongdoing and/or otherwise aided and abetted Rodriguez and Trex Realty in perpetrating the fraud upon the Plaintiffs.

101. Crespo, Serna, Marbelis, C. Support and Taino's wrongful conduct was motivated of each's own potential for personal gain and profit.

102. Because Crespo, Serna, Marbelis, C. Support and Taino each aided and abetted the fraud, they are each jointly and severally liable for said fraud.

103. Crespo, Serna, Marbelis, C. Support and Taino all committed wrongful acts and conduct even though each knew that their respective course of improper conduct would probably, most likely, and/or imminently result in injury to Plaintiffs.

104. Despite this knowledge, Crespo, Serna, Marbelis, C. Support and Taino intentionally, consciously, voluntarily, and willfully performed their wrongful course of conduct, and such conduct was so egregious as to rise to the level of intentional misconduct and gross negligence.

105. Crespo, Serna, Marbelis, C. Support and Taino each actively participated in their misconduct on their own respective capacities.

106. Crespo, Serna, Marbelis, C. Support and Taino each knowingly participated in, condoned, ratified, and/or consented to such improper conduct.

107. But for each of Crespo, Serna, Marbelis, C. Support and Taino's own respective wrongdoing, Rodriguez and Trex Realty could not have continued to perpetuate its harm upon Plaintiffs. The substantial assistance and encouragement provided by each of Crespo, Serna, Marbelis, C. Support and Taino as set forth herein and in the fraud count herein has resulted in the Plaintiffs being damaged, and continuing to be damaged, in excess of \$1.7 Million exclusive of prejudgment interest, attorneys' fees and costs.

WHEREFORE, Plaintiffs demand judgment against Defendants, Crespo, Serna, Marbelis C. Support and Taino for damages, costs, prejudgment interest, attorneys' fees and costs, and any such other relief the Court deems equitable and just under the circumstances.

**COUNT IV**  
**NEGLIGENT RETENTION AND SUPERVISION**  
**(against Trex Realty)**

108. Plaintiff re-alleges and re-incorporates Paragraphs 1-77 as if set forth fully herein.

109. At all times material, Trex Realty was the employer of Rodriguez and held Rodriguez out as a licensed agent and representative of Trex Realty. Trex Realty held out Rodriguez as an expert and specialist in the industry of real estate professionals who was fully trained by



Trex Realty, and that Rodriguez was capable of performing high end personal concierge services to real estate investors encompassing all aspects of buying and selling distressed real estate properties, who was trustworthy and experienced to handle the closing aspects and documentation and title and other all other aspects of the deal.

110. At all times material, Trex Realty has and had a duty to supervise Rodriguez as its employee/agent/representative.

111. Trex Realty acknowledged its duties to Plaintiffs as their fiduciary, consistent with their legal obligations as licensed real estate professionals in charge of other licensed real estate professionals associated with and working for their real estate brokerage firm.

112. During the relevant time period, and during such employment, agency and relationship, Rodriguez either fraudulently, gross recklessly, recklessly or negligently engaged in an effort to solicit Trex Realty's clients – including these plaintiffs -- to make investments with material misrepresentations and/or omissions of material fact, or in breach of her fiduciary duties.

113. Despite encouraging Plaintiffs to work directly with Rodriguez, Trex Realty failed to supervise Rodriguez and failed to protect Plaintiffs from Rodriguez.

114. Upon information and belief, Trex Realty failed to adequately supervise Rodriguez, a licensed agent and representative and employee of Trex Realty, and Trex Realty failed to identify the misrepresentations and fraudulent conduct of Rodriguez made to its clients, including these Plaintiffs, to induce them to make certain investments inclusive of the investments made by these Plaintiffs in excess of \$1.7 Million.

115. Upon information and belief, Trex Realty lacked sufficient controls and processes to monitor Rodriguez, as well as Marbelis, as their employees/agents/representatives to protect

its clients. It is also currently unknown, but information and belief, other staff and personnel of Trex Realty were involved, either with actual knowledge, recklessly, or at a minimum through negligence where they knew or should have known, in perpetrating these frauds upon the Plaintiffs.

116. Trex Realty's conduct constitutes gross negligence within the meaning of Section 768.72 of the Florida Statutes.

117. In reliance on the fraudulent, gross, reckless, reckless and/or negligent representations and assurances provided by Trex Realty through its employee/agent/representative Rodriguez, as well as its employee/agent/representative Marbelis, Plaintiffs incurred substantial damages in excess of \$1.7 Million before including the prejudgment interest. Trex Realty is vicariously liable for Rodriguez for the agency reasons set forth in the general allegations above.

WHEREFORE, Plaintiffs demand judgment against Defendant, Trex Realty, for damages, costs, prejudgment interest, attorneys' fees and costs, and any such other relief the Court deems equitable and just under the circumstances.

**COUNT V**  
**CONVERSION**  
**(against Rodriguez, Serna, C. Support, Taino)**

118. Plaintiffs re-allege and re-incorporate Paragraphs 1–77 as if set forth fully herein.

119. Defendant Rodriguez improperly and without authority or consent converted to her own use Plaintiffs' investment money. Rodriguez profited from and received money which belongs to Plaintiffs, including but not limited to money funneled to her directly and indirectly through other bank accounts.

120. Upon information and belief, Defendant Serna, as Rodriguez's spouse who was almost always with Defendant Rodriguez during numerous in person meetings, also improperly and without authority or consent converted to his own use Plaintiffs' investment money. Serna profited from and received money which belongs to Plaintiffs, including but not limited to money funneled to him directly and indirectly through other bank accounts.

121. Defendant C. Support, an entity which is controlled by Rodriguez and upon information and belief for the benefit of the other defendants, improperly and without authority or consent converted to its own use Plaintiffs' investment money. C. Support profited from and received money which belongs to Plaintiffs, including but not limited to money funneled to it directly and indirectly through other bank accounts.

122. Defendant Taino, an entity which is controlled by Rodriguez and Suarez-Perez and upon information and belief for the benefit of the other defendants, improperly and without authority or consent converted to its own use Plaintiffs' investment money. Taino profited from and received money which belongs to Plaintiffs, funneled to it directly and indirectly through other bank accounts.

123. Said acts of Defendants Rodriguez, Serna, C. Support, and Taino constitute a wrongful deprivation to Plaintiffs, and each had an obligation to keep the funds intact for the Plaintiffs.

124. Plaintiffs are entitled to said possession and, as a direct and proximate result of said Defendants Rodriguez, Serna, C. Support, and Taino's actions, Plaintiffs have suffered damage in excess of \$1.7 Million exclusive of pre-judgment interest, attorneys' fees and costs.

WHEREFORE, Plaintiffs asks this Court to award damages against Rodriguez, Serna, C. Support, and Taino together with pre-judgment interest, attorneys' and costs.

**COUNT VI**  
**UNJUST ENRICHMENT**  
**(against Rodriguez and Serna)**

125. Plaintiffs re-allege and re-incorporate Paragraphs 1–77 as if set forth fully herein.

126. Plaintiffs have conferred a benefit on Defendants Rodriguez and Serna. Rodriguez and Serna profited from and received money which belongs to Plaintiffs, including but not limited to money funneled to them directly and indirectly through other bank accounts.

127. Defendants Rodriguez and Serna voluntarily accepted and retained the benefit conferred.

128. The circumstances are such that it would be inequitable for Defendants Rodriguez and Serna to retain the benefit without paying the agreed upon value thereof to Plaintiffs.

WHEREFORE, Plaintiffs ask this Court to award damages against Rodriguez and Serna, together with pre-judgment interest, and costs.

**COUNT VII**  
**UNJUST ENRICHMENT**  
**(against C. Support, Taino and Suarez-Perez)**

129. Plaintiffs re-allege and re-incorporate Paragraphs 1–77 as if set forth fully herein.

130. Plaintiffs have conferred a benefit on Defendants C. Support, Taino and Suarez-Perez. C. Support, Taino and Suarez-Perez profited from and received money which belongs to Plaintiffs, including but not limited to money funneled to each of them directly and indirectly through other bank accounts.

131. Defendants C. Support, Taino and Suarez-Perez voluntarily accepted and retained the benefit conferred.

132. The circumstances are such that it would be inequitable for Defendants C. Support, Taino and Suarez-Perez to retain the benefit without paying the agreed upon value thereof to Plaintiffs.

WHEREFORE, Plaintiffs ask this Court to award damages against Defendants C. Support, Taino and Suarez-Perez, together with pre-judgment interest, and costs.

**COUNT VIII**  
**UNJUST ENRICHMENT**  
**(against Crespo and Marbelis)**

133. Plaintiffs re-allege and re-incorporate Paragraphs 1–77 as if set forth fully herein.

134. Plaintiffs have conferred a benefit on Defendants Crespo and Marbelis. Crespo and Marbelis profited from and received money which belongs to Plaintiffs, including but not limited to money funneled to them directly and indirectly through other bank accounts.

135. Defendants Crespo and Marbelis voluntarily accepted and retained the benefit conferred.

136. The circumstances are such that it would be inequitable for Defendants Crespo and Marbelis to retain the benefit without paying the agreed upon value thereof to Plaintiffs.

WHEREFORE, Plaintiffs ask this Court to award damages against Crespo and Marbelis, together with pre-judgment interest, and costs.

**COUNT IX**  
**CONSTRUCTIVE TRUST**  
**(against Rodriguez, C. Support, and Taino)**

137. Plaintiffs re-allege and re-incorporate Paragraphs 1–77 as if set forth fully herein.

138. Plaintiffs reposed trust and confidence in Rodriguez, and Rodriguez accepted Plaintiffs' trust and wired funds to bank accounts belonging to C. Support and Taino.

139. Rodriguez, C. Support and Taino owed Plaintiffs a duty not to take improper advantage of the parties' relationship created by their collective undertaking and to the detriment and expense of Plaintiffs.

140. Rodriguez, C. Support and Taino improperly took advantage and abused said relationship by undertaking certain improper actions, such as fraudulently obtaining funds from Plaintiffs for real estate transactions which did not exist or otherwise inure to Plaintiffs' benefit.

141. Upon information and belief, Rodriguez, C. Support and Taino have gone to great lengths to fraudulently conceal the fraud from Plaintiffs and in doing so absconded with Plaintiffs' funds.

142. Plaintiffs have suffered and continue to suffer damages, including actual and consequential damages, prejudgment interest, costs and attorneys' fees.

WHEREFORE, Plaintiffs demand judgment in their favor against Rodriguez, C. Support and Taino compensatory damages, and all other relief the Court deems just and proper, including the imposition of a constructive trust, a full accounting, and injunctive relief.

**COUNT X**  
**INJUNCTIVE RELIEF**  
**(against Rodriguez, C. Support, and Taino)**

143. Plaintiffs re-allege and re-incorporate Paragraphs 1–77 as if set forth fully herein.

144. As set forth above, Rodriguez, C. Support and Taino have perpetrated a \$1.7 Million fraud upon the Plaintiffs and wrongfully converted said funds, which are identifiable and traceable funds wired into bank accounts in the name of C. Support and Taino.

145. Under the circumstances, injunctive relief is both necessary and appropriate.

146. Plaintiffs are without an adequate remedy at law as a money judgment will not make it whole to redress Rodriguez, C. Support and Taino's ongoing attempts to dissipate the identifiable source of the funds.

147. Plaintiffs will suffer irreparable harm if an injunction shall not issue forthwith.

148. Given the improper conduct of Rodriguez, C. Support and Taino and the inability to demonstrate real properties were transferred into the name of the Plaintiffs in exchange for the funds received, there is a strong likelihood that Plaintiffs will prevail upon the merits of this action.

149. An injunction, either temporary or permanent, will maintain the status quo, and will not disserve the public interest as the same will uphold the importance of protecting the dissipation of assets held in accounts from identifiable sources of stolen funds.

WHEREFORE, Plaintiffs seek the following preliminary/temporary injunctive relief, and subsequently permanent injunctive relief, including, but not limited to injunctions enjoining Rodriguez, C. Support and Taino, and all persons acting in concert or participation with Rodriguez, C. Support and/or Taino, from: (i) directly or indirectly withdrawing any of the funds from the bank accounts of Rodriguez, C. Support and Taino, (ii) causing, contributing to, inducing, enabling, facilitating, or participating the dissipation of the assets which constitute the funds of the Plaintiffs; and for all other relief the Court deems just and proper.

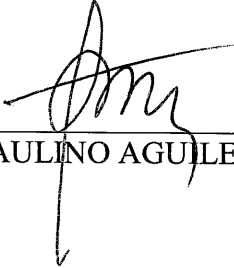
#### **VII. JURY TRIAL DEMAND**

Plaintiffs demand a jury trial in this action of all issues so triable by law.

#### **VIII. RESERVATION TO ALLEGE PUNITIVE DAMAGES**

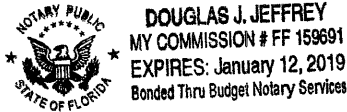
Plaintiffs reserve their right to seek leave to amend to add a claim for punitive damages, and for civil theft, as provided for under the applicable state law.

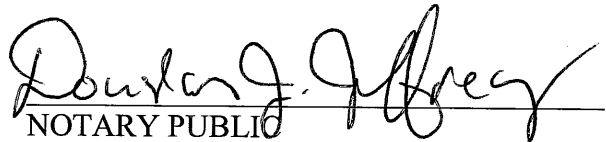
**VERIFICATION**

  
\_\_\_\_\_  
PAULINO AGUILERA

STATE OF FLORIDA        )  
                                  )  
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 18<sup>TH</sup> day of April, 2018, by Paulino Aguilera, Plaintiff and as the officer and authorized representative of the corporate plaintiffs herein, and who is personally known to me, and who did take an oath and states that he has read and understands the Verified Amended Complaint, and he has acknowledged before me that he has personal knowledge of the facts contained therein and that the Verified Amended Complaint is true and correct in all respects.



  
\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:



**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished via Florida Courts E-Filing Portal Email to: Jesus F. Bujan, Esq., [bujan@bujanmarichallaw.com](mailto:bujan@bujanmarichallaw.com), Bujan & Marichal Law Group, PLLC, 782 N.W. Lejeune Road, Miami, Florida 33126; and Jay M. Levy, Esq., [jay@jaylevylaw.com](mailto:jay@jaylevylaw.com), Jay M. Levy, P.A., 9150 S. Dadeland Boulevard, Suite 1010, Miami, Florida 33156, on this 18th day of April, 2018.

Respectfully submitted,

**LAW OFFICES OF DOUGLAS J. JEFFREY, P.A.**

**Attorney for Plaintiffs**

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By: /s/Douglas J. Jeffrey  
DOUGLAS J. JEFFREY  
Florida Bar No. 149527