

LIDAY RENGIFO and JOSE SOTO,
Plaintiffs,
v.

HOLLYWOOD STATION
INVESTMENTS, LLC
Defendant. /

LIZETH RENGIFO,
Plaintiff,

v.

HOLLYWOOD STATION
INVESTMENTS, LLC
Defendant. /

GABRIJI, LLC,
Plaintiff,

v.

HOLLYWOOD EAST, LLC
Defendant. /

17th CIRCUIT COURT IN AND FOR
BROWARD COUNTY, FLORIDA

Case No.: CACE-17-001730

Case No.: CACE-17-001742

Case No.: CACE-19-008594

FINAL JUDGMENT FOR DEFENDANTS

THIS CAUSE came before the Court on January 23, 2024 as a non-jury trial.

The following witnesses testified before the Court:

Lenny Rengifo on behalf of Plaintiff, Grabiji, LLC.;

Cristina Pereya-Alvarez, as corporate representative of Defendant, Hollywood East, LLC;

Jared Fryman, as corporate representative, of Defendant, VB Entities.

The court has carefully observed those who have testified, evaluated their candor and scrutinized their demeanor, resolved conflict in the testimony, if any, considered all exhibits placed into evidence, the argument of counsel, including written closing arguments and being otherwise fully advised in the premises, the Court hereby makes the following Findings of Fact and Conclusions of Law as it relates to Counts I and II of the Consolidated Third Amended Complaint:

I. FINDINGS OF FACT

1. Plaintiffs, Liday Rengifo, Jose Soto and Gabriji, LLC (collectively “Plaintiffs”) entered into purchase agreements for three (3) separate condominium units with Hollywood Stations Investments, LLC (“HSI”) in 2014.

2. HSI was a developer that represented that it was going to build a several-hundred unit condominium building (“the Property”).

3. The purchase agreements are substantially similar and the Parties have stipulated that the only material difference within the purchase agreements is the amount of money paid and specific unit numbers identified.

4. In 2016, HSI defaulted on its payment obligations to its general contractor, resulting in an action by the general contractor suing to foreclose on the property.

5. HSI’s principals were accused of stealing condominium unit purchasers’ money, diverting assets to other projects and fleeing the country.

6. Hollywood East, LLC (“Hollywood East”), an entity with no affiliation to HIS, was the highest bidder at the Builder’s foreclosure sale that took place on April 25, 2017 and it obtained a certificate of title and a certificate of sale for the property.

7. At or around the time of the foreclosure sale, Hollywood East’s corporate representative visited the Property and testified that it was “an abandoned shell.” This testimony was corroborated by Plaintiffs’ testimony and exhibits at trial.

8. Hollywood East’s corporate representative also testified that it was apparent that the construction had been abandoned for a significant period of time and that there was evidence of corrosion in the building.

9. Meanwhile, the testimony regarding the state of the Property from the Plaintiffs was elicited from Lenny Rengifo (“Ms. Rengifo”).

10. Ms. Rengifo testified that she was unaware what, if any, portion of her deposit was actually used by HSI for the construction or improvement of the Property.

11. Prior to closing on the property, Hollywood East hired a third-party title company to conduct a title search.

12. Hollywood East’s title company did not find any Lis Pendens from Plaintiffs.

13. Hollywood East did not receive any of Plaintiffs’ deposits, did not have contracts with Plaintiffs, and did not even exist until several years after Plaintiffs executed their contracts with HSI in 2014.

14. Hollywood East did not receive a penny of the deposits paid from Plaintiffs to HSI.

15. Hollywood East also did not receive money from any other individuals or entities which entered into purchase agreements and made deposits with HSI for units at the Property.

16. Yet, Hollywood East ultimately paid 147 of 154 of the purchasers a significant portion of their deposits, though Hollywood East was under no legal obligation to do so.

17. Plaintiffs refused to accept money from Hollywood East since Plaintiffs wanted 100% of their deposits back, however, they did receive some money from an escrow agent. Specifically, Ms. Rengifo testified that Gabrij, LLC., accepted \$23,900.00 from the escrow agent and \$7648.00 from one of the principals of HSI.

18. In December of 2021, VB Owner, LLC; VB TIC II Owner, LLC; VB TIC III Owner, LLC; VB TIC IV Owner, LLC; VB TIC V Owner, LLC; VB TIC VI Owner, LLC; VB TIC VII Owner, LLC; VB TIC VIII Owner, LLC; and VB TIC IX Owner, LLC (collectively “VB

Owners”) purchased the Property from Hollywood East after completing their due diligence. The VB Owners were bona fide good faith purchasers of the Property.

19. The VB Owners are unrelated to HSI and Hollywood East.

20. The VB Owners hired First American Title to conduct a title search as part of their due diligence process.

21. American Title picked up a Lis Pendens from a plumber.

22. Hollywood East and VB Owners resolved the plumber’s Lis Pendens, but First American Title did not find any Lis Pendens filed by Plaintiffs because any Lis Pendens filed by Plaintiffs were denied.

23. Plaintiffs’ Lis Pendens was never imposed and did not become a matter of record.

24. The evidence adduced showed that VB Owners did not have any dealings with Plaintiffs, never met the Plaintiffs, never contracted with the Plaintiffs and never received money from the Plaintiffs.

25. HSI is 100% at fault for the harm to Plaintiffs.

II. CONCLUSIONS OF LAW

26. Plaintiffs have asserted claims against Defendants for unjust enrichment and for an equitable lien. To prevail, the Plaintiffs must show by the greater weight of the evidence that they have met all of the elements of their claims, otherwise, they shall take nothing by this action. *Hack v. Janes*, 878 So. 2d 440, 444 (Fla. 5th DCA 2004) (“The preponderance or greater weight of the evidence is the generally accepted burden of proof in civil matters”); *Naples Estates Limited Partnership v. Glasby*, 331 So. 3d 863, 867 (Fla. 2d DCA 2021) (same); *Seropian v. Forman*, 652 So. 2d 490, 494 (Fla. 4th DCA 1995) (“ . . . the ordinary evidentiary

burden of most civil cases . . . called the ‘greater weight’ of the evidence in Florida . . .”); *Wieczoreck v. H & H Builders, Inc.*, 475 So. 3d 227, 228 (Fla. 1985).

27. The Florida Supreme Court has held that the elements of Unjust Enrichment are: 1) the plaintiff has conferred a benefit ***directly*** on the defendant; 2) the defendant has knowledge of the benefit; 3) the defendant has accepted or retained the benefit conferred; and 4) the circumstances are such that it would be inequitable for the defendant to retain the benefit without paying fair value for it. *Kopel v. Kopel*, 229 So. 3d 812, 818 (Fla. 2017) (“The Third District is correct that to prevail on an unjust enrichment claim, the plaintiff must directly confer a benefit to the defendant”); *see also Chiquita Fresh N. Am., L.L.C. v. Port Everglades Terminal, LLC*, 372 So. 3d 277, 278 (Fla. 4th DCA 2023).

28. The Plaintiffs assert in their closing argument that the 4TH DCA has already found an equitable lien in this case based on the doctrine of estoppel, that argument is misplaced. *See, Gabriji, LLC, vs Hollywood East, LLC*, 304 so. 3rd 346(Fla. 4th DCA 2020). The 4th DCA opinion only addresses the allegations of the complaint and found that the Plaintiff, Gabriji had adequately plead a claim for equitable lien and specifically held “..our review is limited to the four corners of the complaint.” The Plaintiff still must prove by the greater weight of the evidence that they have an equitable lien to prevent unjust enrichment.

29. With respect to equitable liens, the Fourth District previously opined:

A court may impose an equitable lien to prevent unjust enrichment. *Tribeca Lending Corp. v. Real Estate Depot, Inc.*, 42 So. 3d 258, 262 (Fla. 4th DCA 2010) (citing *Plotch v. Gregory*, 463 So. 2d 432, 436 n.1 (Fla. 4th DCA 1985)). It is “‘a right granted by a court of equity, arising by reason of the conduct of the parties affected which would entitle one party as a matter of equity to proceed against’ certain property.” *Della Ratta v. Della Ratta*, 927 So. 2d 1055, 1059 (Fla. 4th DCA 2006) (quoting *Epstein v. Epstein*, 915 So. 2d 1272, 1275 (Fla. 4th DCA 2005)). “Such a lien ‘may be declared by a court of equity out of general considerations of

right and justice as applied to the relations of the parties and the circumstances of their dealings.” *Id.* (quoting *Plotch*, 463 So. 2d at 436).

Gabriji, LLC v. Hollywood East, LLC, 304 So. 3d 346, 349 (Fla. 4th DCA 2020).

30. A circumstance justifying the imposition of an equitable lien exists when the claimant has furnished funds for the improvement of land with the knowledge and consent of the owner. *Id.* at 350 (quoting *Plotch*, 463 So. 2d at 436 (Fla. 4th DCA 1985)).

III. RULING

31. Based on the foregoing, the Court finds that Plaintiffs have failed to establish by the greater weight of the evidence the first element of their unjust enrichment claims, i.e., that Plaintiffs conferred a benefit directly to Defendant, because they were unaware of what, if any, of their deposits were ultimately used for the build out of the Property.

32. If anything, the Plaintiffs conferred a benefit directly on HSI, not to Defendants.

33. However, the Court notes that Plaintiffs did not call any witnesses from HSI to testify at trial and failed to offer competent substantial evidence to show how the deposits paid to HSI were actually used, if at all.

34. Even if the Plaintiffs could have established they conferred a benefit directly to Defendants, they failed to introduce competent evidence to show measurable and quantifiable damages to support a monetary award for unjust enrichment. *See Merle Wood & Associates, Inc. v. Frazer*, 307 So. 3d 773, 778-79 (Fla. 4th DCA 2020) (“Because unjust enrichment damages are economic damages, the amount of damages must be measurable and quantifiable”) (quoting *Alvarez v. All Star Boxing, Inc.*, 258 So. 3d 508, 512 (Fla. 3d DCA 2018)).

35. Because Plaintiffs sought to impose an equitable lien based upon their unjust enrichment claims, they also failed to establish their equitable lien claims.

36. Moreover, when looking at the relationship of the parties, and the conduct of the Defendants, the Court does not find imposing a lien on the Property would be equitable under the circumstances. Court notes that out of the 154 unit owners, the Plaintiffs are the only ones that claimed they were entitled to an equitable lien on their investment for the purchase of their respective unit.

37. Accordingly, as set forth above, the Plaintiffs failed to prove by the greater weight of the evidence that their deposits to HSI were used for the improvement of land with the knowledge and consent of Defendants.

38. Further, Ms. Rengifo provided the only testimony on behalf of the Plaintiffs concerning Plaintiffs' deposits, and Ms. Rengifo testified she was unaware what, if any, portion of her deposit was actually used by HSI for the construction of the Property.

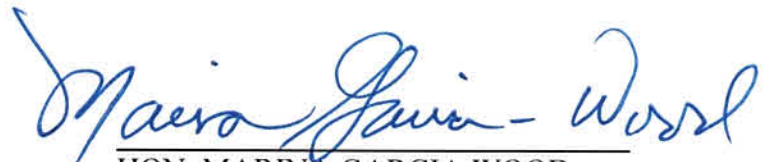
39. Because of the foregoing, the Court concludes that Hollywood East and VB Owner, like the Plaintiffs, lacked knowledge of any construction or improvement of the Property with Plaintiffs' deposits, rendering Hollywood East and VB Owners bona fide good faith purchasers for value without notice.

40. Based upon the testimony and evidence heard at trial, Plaintiffs failed to establish, by the greater weight of the evidence, any of the elements of their claims. Accordingly, final judgment is properly entered in favor of Defendants, Hollywood East and VB Owners, on all counts.

ORDERED and ADJUDGED:

That Plaintiffs shall take nothing, and final judgment shall be entered in Defendants' favor on all claims, with the Court reserving jurisdiction to award costs in favor of the Defendants as prevailing parties.

DONE AND ORDERED in Chambers in Broward County, Florida on 26th, day of
March, 2024.


HON. MARINA GARCIA WOOD
CIRCUIT COURT JUDGE

cc: all counsel of record