

IN THE DISTRICT COURT OF APPEAL OF FLORIDA  
THIRD DISTRICT

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3DCA Case No. 3D2024-0746  
L.T. No.: 2022-008534-CA-01

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PDX REAL ESTATE, LLC

Appellant.

v.

ROMAZER GROUP, LLC, a Florida Limited Liability Company,  
KMTG PROPERTY MANAGEMENT & INVESTMENTS, LLC, a Florida  
limited liability company; KMTG-PRISMA INVESTMENT, LLC, a  
Florida limited liability company; MARIO ALFONSO SANTIAGO, an  
individual; JOHNATHAN SANTIAGO, an individual; and MAYERLIN  
TIRADO, an individual,

Appellees.

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**APPELLANT'S APPENDIX TO INITIAL BRIEF**

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*By: Elizabeth Taveras*

Elizabeth Taveras, Esq.

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## **CERTIFICATE OF COMPLIANCE**

Counsel certified that this Motion complies with the font and type requirements of the Florida Rules of Appellate Procedure. This Motion complies with the page limit set forth in the Florida Rules of Appellant Procedure.

Respectfully submitted,

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## **CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the foregoing document was Electronically Filed using the CM/ECF Filing System and served upon: HIRZEL DREYFUSS & DEMPSEY, PLLC, Simona Burshteyn, [Burshteyn@hddlawfirm.com](mailto:Burshteyn@hddlawfirm.com), Leon F. Hirzel, [Hirzel@hddlawfirm.com](mailto:Hirzel@hddlawfirm.com), LAW OFFICES OF PAUL A. HUMBERT, P.L., Paul A. Humbert, [pa@pahumbertlaw.com](mailto:pa@pahumbertlaw.com), Gregory Bryl, [counsel@bryllaw.us](mailto:counsel@bryllaw.us) and KMTG Property Management & Investments, LLC., KMTG-Prisma Investment, LLC, c/o Alfonso Santiago, 9719 NW 75<sup>th</sup> Terrace, Doral, Florida 33178, Johnathan Santiago and Mayerling Tirado, 9719 NW 75<sup>th</sup> Terrance, Doral, Florida 33178 on this 15<sup>th</sup> day of August, 2024.

*By: Elizabeth Taveras*

Elizabeth Taveras, Esq.

Florida Bar Number: 1018224

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

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ROMAZER GROUP, LLC,  
Plaintiff,

v.

KMTG PROPERTY MANAGEMENT &  
INVESTMENTS, LLC, et al,  
Defendants.

Case No.  
2022-008534-  
CA-01

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VIDEOCONFERENCE HEARING

DATE: Wednesday, March 13, 2024  
TIME: 11:00 a.m.  
BEFORE: Honorable Lourdes Simon  
LOCATION: Remote Proceeding  
Dade County Courthouse  
73 West Flagler Street  
Miami, FL 33130  
REPORTED BY: Tatum Alvero  
JOB NO.: 6595502

A P P E A R A N C E S

1  
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E X H I B I T S

NO.	DESCRIPTION	ID/EVD
Plaintiff:		
	(None marked.)	

NO.	DESCRIPTION	ID/EVD
Defendant:		
	(None marked.)	

1 P R O C E E D I N G S

2 THE COURT: On this motion, is everyone  
3 present or am I missing --

4 MR. RODRIGUEZ: Everyone's here on  
5 behalf of the non-movant, the judgment/creditor,  
6 Romazer Group, Your Honor.

7 MR. BRYL: Your Honor, I represent a  
8 third-party purchaser in this case in relationship to  
9 this motion.

10 THE COURT: Okay. All right. You're  
11 just here to observe?

12 MR. BRYL: Yes.

13 THE REPORTER: Good morning, Your  
14 Honor. I'm the court reporter. My name is Tatum  
15 Alvero from Veritext.

16 THE COURT: I see someone, thank you,  
17 in the waiting room, so let's let them in.

18 Okay. All right. Is someone here on  
19 behalf of PDX?

20 MS. TAVERAS: Yes. Good morning, Your  
21 Honor. Elizabeth Taveras on behalf of PDX Real  
22 Estate, LLC.

23 THE COURT: Okay. All right. So  
24 there's a court reporter.

25 MS. TAVERAS: Yes.

1 THE COURT: Yes.

2 Okay. Quick question, why was this  
3 filed as an emergency motion?

4 MS. TAVERAS: Part of the  
5 correspondence that we sent through the parties and  
6 through courtMAP did give some explanation as to why  
7 we filed it as an emergency. The motion was filed  
8 back in early February, and we had been searching the  
9 Court's calendar for availability as to a special set  
10 hearing, or maybe motion calendar, to have the motion  
11 to intervene heard. Now that we're approaching the  
12 other things that are happening in the case, or to  
13 this property, including BGF Holdings, LLC's  
14 foreclosure action, who is the lender on this  
15 property, they set a motion for summary judgment to  
16 take place in late April. And so seeing as, you know,  
17 the train is moving, and we have been trying to get a  
18 hearing but, you know, looking even through May, we  
19 haven't been able to find anything, that's why we  
20 filed as an emergency motion.

21 THE COURT: All right. But the summary  
22 judgment is not set; is that correct?

23 MS. TAVERAS: It is scheduled. I  
24 believe it's scheduled --

25 THE COURT: Date? What's the date?

1 MS. TAVERAS: April 25, 2024. April  
2 25th. And it's going to be in Judge Watson's  
3 division.

4 THE COURT: It's going to be in Judge  
5 Watson's division?

6 MS. TAVERAS: Yes.

7 THE COURT: Okay. Why is that? I'm  
8 sorry.

9 MS. TAVERAS: Because he's the judge  
10 that's presiding over that litigation.

11 THE COURT: Okay. So that's set at  
12 4-25, Judge Watson.

13 All right. As I said, I'm going to go  
14 ahead and address this on behalf of Judge Ruiz, so let  
15 me get everyone's appearance for the record.

16 Okay. We have the plaintiff in this  
17 case, Romazer Group, LLC vs. KMTG Property Management.  
18 And I know that there's a third-party purchaser who is  
19 also present. Let me have everyone's appearance for  
20 the record.

21 MR. RODRIGUEZ: My name is Emilio  
22 Rodriguez, and I'm here on behalf of the plaintiff and  
23 judgment/creditor, Romazer Group, LLC.

24 THE COURT: Okay.

25 MR. BRYL: Gregory Bryl here, Your

1 Honor, on behalf of the third-party purchaser. And I  
2 know that my client is in substantially similar  
3 position as Ms. Taveras, proposed intervener, so for  
4 purposes of today's hearing, we have similar  
5 positions.

6 THE COURT: All right. But you haven't  
7 joined in the motion; correct?

8 MR. BRYL: I have not joined. I would  
9 actually oppose the motion.

10 THE COURT: Okay. All right. Got it.  
11 And then go ahead, Ms. Taveras.

12 MS. TAVERAS: Yes, Your Honor. So like  
13 I said, we represent PDX Real Estate, LLC.

14 To give the Court some background as to  
15 why it is that we're here, why we need to intervene,  
16 or what the interests are of PDX, our client entered  
17 into a joint venture agreement with KMTG - Prisma  
18 Investments, LLC, who is one of the defendants in the  
19 Romazer litigation. Our client transferred around  
20 \$100,000 to KMTG - Prisma for the property. The  
21 property is the 4504 property. There were other joint  
22 venture agreements, but this is the one that we  
23 believe is at issue here.

24 After our client realizing, you know,  
25 what's going on with this defendant, it seems like

1 fraudulent activity, our client filed the lawsuit, and  
2 they did file a notice of lis pendens for that  
3 litigation, which is not completely finalized as of  
4 today.

5 THE COURT: Okay.

6 MS. TAVERAS: So like I had informed  
7 Your Honor, there is another foreclosure case that's  
8 happening before BGF Holdings. During, you know, the  
9 litigation that's pending for PDX and during this  
10 foreclosure action with BGF, Romazer caused a  
11 sheriff's sale and therefore caused a sheriff's deed  
12 to be issued to Southwest Holdings 33185 Trust, who  
13 currently has the sheriff's deed to the property.

14 Our clients have always been claiming  
15 an interest in this property through their litigation  
16 through a communication with Romazer's counsel, and  
17 what's happening now is that the sheriff's deed is  
18 affecting our client's rights to either sell the  
19 property or to refinance the property. And they do  
20 have an interest in the property that they have made  
21 known.

22 And from what I understand from one of  
23 the cases that we cite in our motion, which is the  
24 Carlisle case, that Rule 1.230, the Florida Rules of  
25 Civil Procedure, is a rule of discretion, meaning that

1 once the party, you know, explains to the Court what  
2 it is that they're seeking in terms of why they need  
3 to intervene and what the requisite interest is, the  
4 Court can decide whether that's appropriate, and then  
5 also determine the scope of intervention.

6 We have also attached what will be our  
7 motion to vacate or set aside the sheriff's deed so  
8 that, you know, the Court can be apprised of the scope  
9 of intervention that PDX is seeking at this time.

10 To give the Court a little bit more  
11 background as to what's happened recently with PDX's  
12 litigation against KMTG - Prisma, is that on Monday  
13 there was a hearing for a motion for default final  
14 judgment as to liability, and there was a claim for a  
15 constructive trust in that complaint. That is a  
16 verified complaint as well. And that motion was  
17 granted by Judge Rebull, and so therefore our client,  
18 you know, having been in this joint venture agreement,  
19 transferred these funds to KMTG - Prisma, KMTG -  
20 Prisma purchases this property, we've asked, you know,  
21 Judge Rebull to issue a constructive trust over the  
22 property so that the beneficiaries of the property are  
23 PDX Real Estate and KMTG - Prisma.

24 But as it stands, even with our  
25 constructive trust and the sheriff's deed being in the

1 hands of Southwest Holdings Trust, our client can't  
2 stop the foreclosure proceeding. And that's what they  
3 seek to do, is to either refinance or to sell that  
4 property.

5 THE COURT: Okay. And you said Judge  
6 Rebull granted the constructive trust?

7 MS. TAVERAS: Yes. He granted a motion  
8 for default final judgment as to liability for all of  
9 the counts. There will be a trial on damages for the  
10 counts that ask, but the constructive trust doesn't  
11 ask for money.

12 THE COURT: Okay. Okay. All right. I  
13 may come back to you to ask you some additional  
14 questions.

15 All right. Mr. Rodriguez.

16 MR. RODRIGUEZ: All right, Your Honor,  
17 so pretty briefly, we should be clear on the first  
18 thing, which would be kind of the overarching theme of  
19 my narrative here, which is that we are seeking -- or  
20 what's being sought here today is post-judgment  
21 intervention. And the reason why that's important is  
22 that unlike a prejudgment intervention, this is really  
23 not up for much discretion. It's actually rarely, if  
24 ever, given.

25 And, you know, citing to the Fourth DCA

1 case here, Neon Investments, LLC vs. Afina Pallada,  
2 299 So. 3d. 45, from 2020, I'll quote the decision  
3 which says that, "Rule 1.230 allows intervention  
4 pending litigation, not litigation which has already  
5 been concluded by final judgment. The cases which  
6 have allowed post-judgment intervention are those in  
7 which the merits of the underlying judgment are not  
8 being challenged."

9 So, first off, I want to point out that  
10 in the motion, they actually seek to -- they seek to  
11 attack certain aspects of the final judgment, some of  
12 the findings, the facts claiming that breach of  
13 contract claim in their opinion was inappropriate.

14 So I just want to start off right off  
15 the bat rejecting this argument. This is a pretty  
16 basic standing argument. The same way I can't go  
17 through your docket and decide that, oh, I didn't like  
18 the way that this judgment was articulated or argued  
19 and therefore Emilio Rodriguez is going to intervene  
20 and do justice, is the same way that PDX as a random  
21 third party cannot intervene as to the actual  
22 underlying marriage of the judgment.

23 So whatever else is decided here today,  
24 I would like that rejected right off the outset, that  
25 they cannot object to try to vacate the judgment.

1 It's a totally ridiculous proposition.

2 But even further, Your Honor,  
3 post-judgment intervention is actually even more  
4 limited. Even if you're not attempting to attack the  
5 judgment, you still have to make a secondary finding  
6 of fact. And that, I would again come back to a  
7 second Fourth District Court of Appeals decision,  
8 Tootie Discount Palace, LLC vs. PTX Performance --

9 THE COURT: Hold on. Give me that cite  
10 that again.

11 MR. RODRIGUEZ: Oh, Tootie, which is  
12 T-O-O-T-I-E, Discount Palace, LLC --

13 THE COURT: Uh-huh. Cite?

14 MR. RODRIGUEZ: Oh, and then I'll just  
15 give you the order, it's going to be 187 So. 3d 960,  
16 which is from the Fourth District Court of Appeals in  
17 2016.

18 And there, Your Honor, again, this is  
19 now another decision actually attempting to appeal a  
20 sheriff's sale, and in that decision, the second  
21 finding of fact that was required is that  
22 post-judgment intervention is not allowed if there is  
23 an alternative remedy for the potential third party to  
24 intervene in the case.

25 Here, Your Honor, just as discussed in

1 the Tootie Palace decision there, there was an  
2 alternative remedy pursuant to Florida Statute 56.16  
3 which is where a party, if they deem an interest in a  
4 piece of property, they can post a bond to prevent the  
5 sale going forward. And that was their alternative  
6 remedy they could have moved forward on.

7 Now, I want to point out, and I want to  
8 address the argument head-on, which is this idea that  
9 they did not have notice that they claimed throughout  
10 their motion. First off, Your Honor, it's frankly  
11 ridiculous and a little bit sanctionable for them to  
12 even say that. And to that end, I want to point out  
13 the fact that I engaged in several discussions with  
14 not Ms. Taveras, but another counsel over at Saltiel  
15 Law, on behalf of this property, to stop the sale of  
16 the property.

17 To that end, we had a voicemail that  
18 was left from Christian Somodevilla, a former attorney  
19 at Saltiel, and I just want to play it for the Court  
20 so the Court could hear, but I want you to understand  
21 that this --

22 THE COURT: Wait, wait, wait. What are  
23 you playing? I'm sorry. What are you playing?

24 MR. RODRIGUEZ: A November 3, 2023  
25 voicemail from another attorney at Ms. Taveras's

1 office who negotiated on behalf of the third-party  
2 intervener, PDX Real Estate.

3 THE COURT: Okay. That's -- I don't  
4 want to hear that right now because that's not one of  
5 the considerations that the Court is going to look at  
6 for this determination.

7 MR. RODRIGUEZ: Well, then, then if  
8 nothing else then, then I would just add that clearly  
9 opposing counsel -- or sorry, the defendant was on  
10 constructive notice of the sale of the property. If I  
11 can share my screen, this is a matter of public  
12 record, and I would ask the Court to consider this --

13 THE COURT: You can share screen. I  
14 think you have access.

15 MR. RODRIGUEZ: Thank you, your Honor.

16 So this is the notice of sheriff's  
17 sale, which is reported on October 27, 2023. Here is  
18 the book of reporter page, and of course it is for the  
19 subject property in question here. This was done on  
20 October 27th.

21 So regardless of any other thing, I  
22 want to be clear, they had actual notice, and I'm  
23 happy to get into that if the Court would like to  
24 consider that. But under any other consideration  
25 whatsoever, they were absolutely on constructive

1 notice as a result of this. This was our notice of  
2 sheriff's sale that was put forward on the property  
3 three -- or close to three months prior to the actual  
4 sale of the property in question.

5 I would also add that there was a  
6 second, again, public notice in, you know, the Daily  
7 Business Review, which is the newspaper that the  
8 Sheriff uses for sale, which, again, I'm happy to  
9 share my screen right now again, which just shows very  
10 clearly, walking through the sale, that we had our  
11 notice of sheriff's sale on December 20th, two weeks  
12 before the sale, December 13th, December 6th, and  
13 November 29th.

14 Your Honor, we sent them a boatload of  
15 notices. And I want to be clear, and again, they had  
16 actual notice of this. I negotiated on their behalf,  
17 and I have a voicemail that I would implore Your Honor  
18 to allow me to play if you would like to hear it  
19 because it's pretty clear what's being discussed in  
20 that voicemail, which is the fact that he is trying to  
21 prevent the sheriff's sale on behalf of PDX.

22 The fact of the matter is post-judgment  
23 intervention is inappropriate. Why? Because of the  
24 several notices I provided. PDX was on notice of this  
25 sale, they elected to do nothing, and therefore

1 post-judgment intervention must be denied.

2 Thank you.

3 THE COURT: Okay. I'll come back to  
4 you one more time then for another response.

5 MR. BRYL: And Your Honor, may I be  
6 heard on behalf of my client?

7 THE COURT: Well, yes, I understand  
8 you're opposing the motion, your client is the  
9 third-party purchaser, so obviously there's an  
10 opposition as to that. But go ahead.

11 MR. BRYL: Yes, because I would wreak  
12 havoc on sheriff's sales in the state. What we have  
13 here is a property --

14 THE COURT: Understood.

15 MR. BRYL: -- and the property owner,  
16 and the owner has a number of creditors. There is a  
17 secured creditor, which is a senior mortgage holder,  
18 and then there is unsecured creditors, such as  
19 Plaintiff Romazer in this case, and Ms. Taveras's  
20 client. So these are all unsecured creditors.

21 This case was filed on 2022. On May  
22 10th of 2022, a lis pendens in this case was recorded,  
23 and it was public at that time.

24 THE COURT: Uh-huh.

25 MR. BRYL: And as a result of the final

1 judgment entered in this case, Mr. Rodriguez's client  
2 became a secured creditor. They became a judgment  
3 lienholder, and they caused the sale of the property  
4 pursuant to their judgment lien.

5 As of today, Ms. Taveras's client  
6 remains an unsecured creditor, and she comes in to  
7 this Court and says that she can tinker with a final  
8 judgment simply because her client can assert an  
9 interest on behalf of some agreement. I mean, Your  
10 Honor, I've never seen that. If she has a claim to  
11 the property, it's certainly unrecorded. They gave  
12 apparently some money maybe to purchase this property,  
13 I don't know; but they did not get a security  
14 agreement. They simply claimed that they gave  
15 somebody money. And now after the final judgment and  
16 sale of the property, they can come in and undo the  
17 whole thing as an unsecured creditor? That's  
18 outrageous. I've never heard that, Your Honor.

19 THE COURT: Okay.

20 MR. BRYL: So the bottom line is, this  
21 action was filed back in 2022, with a lis pendens.  
22 The final judgment was entered. I think Mr. Rodriguez  
23 has better knowledge of that. But it was entered  
24 months ago, and the sale has already happened. And to  
25 the extent that there's other creditors that are all

1 in line, it's chronological, and there's a seniority  
2 or superiority of interest problem here. And  
3 basically, we have a single recorded first mortgage.  
4 That foreclosure was filed in 2023.

5 Prior to that case, this case was filed  
6 by a judgment lienholder, now it's a judgment  
7 lienholder. They caused the sale of the property.  
8 There is nothing that an unsecured creditor without  
9 any secured and recorded interest, recorded prior to  
10 this lis pendens, there is nothing they can do with  
11 the final judgment or this case anymore. So  
12 intervention should be denied.

13 THE COURT: Got it. All right. Ma'am,  
14 I was going to give you one more opportunity for quick  
15 rebuttal.

16 MS. TAVERAS: Thank you, Your Honor.

17 So what I want to respond first is to  
18 the arguments by Mr. Rodriguez. Yes, this is post  
19 judgment. Our client wouldn't have even likely even  
20 wanted to intervene into the litigation unless it was  
21 colliding with their rights. And now that that  
22 sheriff's deed is colliding with their rights, now  
23 they're moving to intervene because that sheriff's  
24 deed is the product of, one, something that they  
25 weren't given notice to, and also the product of a

1 judgment that has several procedural issues, even due  
2 process issues.

3 THE COURT: But you understand the kind  
4 of precedent that this would set if the Court were to  
5 agree to this? This is an unsecured lien. This was  
6 not recorded. And so anyone at any point could  
7 certainly after a judgment is issued, a sale takes  
8 place, could say, oh, by the way, yes, they also owe  
9 me money and I didn't take -- you know, I didn't take  
10 it upon myself to record it but they owe us money so  
11 we want to go ahead and vacate the sale and reopen the  
12 case?

13 MS. TAVERAS: So what we're saying in  
14 our situation, why I don't think it is as general, or  
15 that it would cause this type of precedent that would  
16 be an issue from Florida law, is that our client had  
17 an agreement with KMTG - Prisma for this property.  
18 Mr. Rodriguez's client, the reason that they have that  
19 judgment against KMTG - Prisma or KMTG Property  
20 Investments or something else, they didn't have an  
21 agreement with that title holder for this property.

22 Okay, I agree, our client didn't record  
23 their agreement. Our client has a more direct  
24 interest, and the reason why KMTG - Prisma was able to  
25 get that property or the title in the first place is

1 because of our client's investment in that. And when  
2 we find out that there's some fraudulent conduct  
3 happening, our client does file a complaint and they  
4 do include a claim for a constructive trust because  
5 they are saying that that property, the only reason  
6 why any money was put into it or it was purchased was  
7 because it was supposed to be a purchase, a flip, and  
8 a sale, and PDX Real Estate was supposed to be part of  
9 that.

10 And so we think that that is still a  
11 little bit different. We don't think we're just some  
12 random person that's here asking the Court to allow us  
13 to intervene.

14 THE COURT: Well, you're not random.  
15 There's some alleged allegation of an interest, and  
16 hence also why probably Judge Rebull granted the  
17 motion for the constructive trust.

18 MS. TAVERAS: Right, right. And we  
19 think that we should be allowed to intervene here.  
20 Our client's interest in this property, they've made a  
21 claim. Judge Rebull did say, okay, you can have a  
22 constructive trust on this property. Then we should  
23 be able to come to the Court and say, hey, that  
24 sheriff's deed is affecting our rights, it's not  
25 colliding with our client's rights, and we can't stop

1 a foreclosure from happening because there's a  
2 sheriff's deed that's in the name of another company.

3 THE COURT: Okay.

4 MS. TAVERAS: And it happened in a way  
5 that is not -- you know, that doesn't comport with due  
6 process because there are a lot of issues with  
7 Romazer's judgment. And it's not --

8 THE COURT: I didn't want to get into  
9 the whole issue, which is why I cut off Mr. Rodriguez,  
10 because this isn't an evidentiary hearing and I don't  
11 want to get into the issue of the notice before I rule  
12 on whether, you know, under the Rules of Civil  
13 Procedure you can intervene at this date.

14 Okay.

15 MR. RODRIGUEZ: Your Honor, if I may in  
16 response to that, notice is irrelevant to this case  
17 because at the time this case was filed, Ms. Taveras's  
18 client interest, if any, was unrecorded.

19 THE COURT: That's why I said I don't  
20 want to -- that's why I told him I don't want to hear  
21 that, I don't want to get into the notice issue --

22 MR. BRYL: And the constructive trust,  
23 even if it's tried, it's subject to the outcome of  
24 this case. It's just another lien that comes after  
25 the lien adjudged in this case. So they can certainly

1 do what they want with their lien, but lien priority  
2 and chronology remain. There is also a valid lien,  
3 it's been foreclosed. They are just too late to the  
4 party.

5 THE COURT: Okay. All right. So I  
6 understand.

7 Under 1.230, the rule does allow at any  
8 time for intervention, which would include  
9 post-judgment intervention, but, you know, what you're  
10 asking is for the Court to attack, essentially, the  
11 judgment and to grant an order vacating and undoing  
12 everything on an unrecorded lien, and then also, of  
13 course, to undo the sheriff's sale. I understand the  
14 allegation that PDX has an interest. Judge Rebull has  
15 found the constructive trust. But it has to fall in  
16 line, and your client did not take it upon themselves  
17 to record this lien.

18 So, again, the Court has said that the  
19 issue of notice is not really for an issue. This is  
20 an unsecured lien, and I think that it's -- that is  
21 insufficient for this Court to permit intervention in  
22 order to undo a sale and disrupt the entire  
23 proceedings of this case. It should have been  
24 recorded --

25 MS. TAVERAS: Your Honor, may I briefly

1 just --

2 THE COURT: No. This is the ruling,  
3 and if you want to argue with me, then you can take it  
4 up on appeal. So this is the Court's ruling, and I am  
5 going to deny the motion to intervene.

6 MS. TAVERAS: Your Honor, if I may  
7 quickly have access to the record, I just wanted to  
8 say that our motion to vacate or to set aside the  
9 sheriff's deed is not purely to undo the judgment  
10 itself. It's to undo the sheriff's deed because there  
11 wasn't any notice to PDX, who was a party, who did  
12 claim an interest, who Romazer was aware, and that  
13 notice is really surfaced as an issue of other -- it's  
14 other things more than just did you give public  
15 notice.

16 And so those are some of the reasons  
17 that we wanted to state on the record as to why we  
18 were moving to intervene in this case and to set aside  
19 the sheriff's deed.

20 THE COURT: Understood. Your objection  
21 is noted, and your record is maintained. And again,  
22 the Court is basing this on the fact that it was an  
23 unrecorded lien.

24 All right. So I'll go ahead, and  
25 please upload the order, I'll tell Judge Ruiz what my

1 ruling is. And when you upload the proposed order,  
2 I'll go ahead and give her the okay to sign off on it  
3 because I don't have access to sign her orders.

4 Okay? Anything further?

5 MR. BRYL: Thank you, Your Honor.

6 MR. RODRIGUEZ: Thank you, Your Honor.

7 THE COURT: Thank you, everyone. Have  
8 a nice day.

9 (Whereupon, at 11:21 a.m., the  
10 proceeding was concluded.)

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CERTIFICATE

I, TATUM ALVERO, the officer before whom the foregoing proceedings were taken, do hereby certify that any witness(es) in the foregoing proceedings, prior to testifying, were duly sworn; that the proceedings were recorded by me and thereafter reduced to typewriting by a qualified transcriptionist; that said digital audio recording of said proceedings are a true and accurate record to the best of my knowledge, skills, and ability; that I am neither counsel for, related to, nor employed by any of the parties to the action in which this was taken; and, further, that I am not a relative or employee of any counsel or attorney employed by the parties hereto, nor financially or otherwise interested in the outcome of this action.



TATUM ALVERO  
Notary Public in and for the  
State of Florida

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CERTIFICATE OF TRANSCRIBER

I, TERESA COON, do hereby certify that this transcript was prepared from the digital audio recording of the foregoing proceeding, that said transcript is a true and accurate record of the proceedings to the best of my knowledge, skills, and ability; that I am neither counsel for, related to, nor employed by any of the parties to the action in which this was taken; and, further, that I am not a relative or employee of any counsel or attorney employed by the parties hereto, nor financially or otherwise interested in the outcome of this action.



TERESA COON

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

CASE NO: 2023-014926-CA-01

SECTION: CA43

JUDGE: Thomas J. Rebull

**PDX Real Estate, LLC**

Plaintiff(s)

vs.

**KMTG - PRISMA INVESTMENT, LLC et al**

Defendant(s)

\_\_\_\_\_/

**PLAINTIFF'S FINAL JUDGMENT AS TO LIABILITY AGAINST DEFENDANTS KMTG-  
PRISMA INVESTMENTS, LLC, KMTG PROPERTY MANAGEMENT AND  
INVESTMENTS, LLC AND ALFONSO SANTIAGO**

THIS CAUSE having come before the Court on March 11, 2024 on Plaintiff's Motion for Default Final Judgment as to Liability against Defendants KMTG-PRISMA INVESTMENTS, LLC., KMTG PROPERTY MANAGEMENT AND INVESTMENTS, LLC and ALFONSO SANTIAGO and the Court having reviewed the motion and the file and being advised in the premises, Elizabeth Taveras, Esq. appeared on behalf of Plaintiff and no one appeared on behalf of the Defendants, it is hereby ORDERED and ADJUDGED as follows:

1. Plaintiff PDX REAL ESTATE, LLC is a Florida limited liability company.
2. Defendant KMTG-PRISMA INVESTMENTS, LLC is a Florida limited liability company with its principal offices at 8350 NW 52<sup>nd</sup> Terr, # 109, Miami, Florida 33166.
3. Defendant KMTG PROPERTY MANAGEMENT AND INVESTMENTS, LLC is a Florida limited liability company with its principal offices at 4805 NW 79 Avenue, #5, Miami, Florida 33166.
4. Defendant ALFONSO SANTIAGO is an owner or agent of KMTG-PRISMA

INVESTMENTS, LLC and KMTG PROPERTY MANAGEMENT AND INVESTMENTS, LLC with the authority to represent and bind KMTG-PRISMA INVESTMENTS, LLC and KMTG PROPERTY MANAGEMENT AND INVESTMENTS, LLC; and is suis juris and a resident of Florida.

5. Defendants failed to appear the hearing on the Motion for Default Final Judgment as to Liability on March 11, 2024 despite having received proper notice of the hearing.
6. An entry of Default admits well-pled allegations of the Plaintiff's Complaint as true. *See Dunkley Stucco, Inc. v. Progressive American Ins. Co.*, 751 So.2d 723, 724 (Fla. 5th DCA 2000); *Days Inn Acquisitions Corp. Hutchinson*, 707 So.2d 747 (Fla. 4th DCA 1997); *Wiseman v. Stocks*, 527 So.2d 904, 906 (Fla. 1st DCA 1988). In addition, a default admits a defendant's liability for liquidated damages. *Pierce v. Anglin*, 721 So.2d 781, 783 (Fla. 1st DCA 1998).
7. Under Fla. R. Civ. P. 1.500(e), this Court has the authority to enter a final judgment in this matter. Further, "if it is necessary to take an accounting or to determine the amount of damages...the court may receive affidavits, make references, or conduct hearings as it deems necessary..."
8. Accordingly, Plaintiff's Motion for Default Final Judgment as to Liability against Defendants is hereby GRANTED on all counts and a Final Judgment as to Liability is entered against the Defendants and in favor of Plaintiff PDX REAL ESTATE, LLC.
9. Plaintiff's request for the imposition of a constructive trust is GRANTED with regard to the property located at 4504 SW 159<sup>th</sup> Ave, Miami, Florida 33185. Title to KMTG-Prisma Investments LLC shall be limited to its capacity as trustee, and Plaintiff shall be the beneficiary of the property located at 4504 SW 159<sup>th</sup> Ave, Miami, Florida 33185.
10. The Court shall reserve jurisdiction to determine the amount of damages and shall reserve jurisdiction on the claim for attorney's fees and costs.

**DONE** and **ORDERED** in Chambers at Miami-Dade County, Florida on this 27th day of April, 2024.

  
2023-014926-CA-01 04-27-2024 3:19 PM

2023-014926-CA-01 04-27-2024 3:19 PM

Hon. Thomas J. Rebull

**CIRCUIT COURT JUDGE**

Electronically Signed

No Further Judicial Action Required on **THIS MOTION**

CLERK TO **RECLOSE** CASE IF POST JUDGMENT

**Electronically Served:**

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**Physically Served:**