

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

CASE NO: 2015-029014-CA-01

SECTION: CA11

JUDGE: Carlos Lopez

DIEGO ARMANDO MARADONA (ESTATE OF) et al

Plaintiff(s)

vs.

CLAUDIA ROSANA VILLAFANE et al

Defendant(s)

ORDER GRANTING DEFENDANTS' MOTION FOR FINAL SUMMARY JUDGMENT

THIS CAUSE came before the Court on Defendants' Motion for Final Summary Judgment (the "Motion") filed on May 12, 2023 (DE. 255). The Court, having reviewed the Court's file, including the Motion and all supporting documents, Plaintiff's Response and Memorandum of Law in Opposition to Defendants' Motion (the "Opposition") (DE. 283) and its supporting documents, Plaintiff's Response to Defendants' "Statement of Undisputed Material Facts" (DE.282), Plaintiff's Notice of Filing Transcript Deposition of Claudia Rosana Villafañe (the "Villafañe's Deposition") (DE.277), Notice of Filing Exhibits 1 through 36 of Deposition of Claudia Rosana Villafañe (the "Notice of Filing Deposition Exhibits") (DE.278 through DE.281), and Defendants' Reply In Support Of Their Motion (the "Reply") (DE. 284), having considered the arguments of counsels in a two-hour special set hearing and reviewed all relevant case law, and being otherwise fully advised on the premises, it is **ORDERED AND ADJUDGED**, as follows:

FACTUAL BACKGROUND

On November 7, 1989, Claudia R. Villafañe ("Villafañe") and Diego A. Maradona ("Maradona") were married to one another in Argentina and had two daughters from their marriage. In or about 2000, the parties were separated and, later, legally divorced on April 15,

2003. Ten years later, in August 2013, the parties entered into a Marital Settlement Agreement (the “MSA”), agreeing on the distribution of the remaining marital assets.

On December 15, 2015, Plaintiff filed the first complaint in this action, and later amended it, with the operative complaint being filed on November 26, 2018, for Count I unjust enrichment, Count II breach of fiduciary duty, Count III conversion, Count IV constructive fraud, and Count VI equitable accounting (the “Amended Complaint”) (DE. 49).^[1] On August 25, 2020, Plaintiff filed a Motion For Leave to Assert Claim for Punitive Damages (“Motion for Punitive Damages”) seeking to amend the Amended Complaint to add a claim for punitive damages against Defendants in accordance with Florida Statutes § 768.72 (2) and Florida Rules of Civil Procedure 1.190 (f) (DE. 184).^[2] After a special set hearing, the Court entered an Order Denying Plaintiff’s Amended Motion for Leave to Assert Claim For Punitive Damages on July 5, 2023 (“Denial Order”) (DE. 268), finding that the proposed amended complaint adding punitive damages did not state when the theft occurred, the amount of the funds alleged to have been stolen, the accounts from which the funds were stolen, and went so far as to state that *upon information and belief*, Villafaña committed theft. *See Denial Order*, at 6.

In the Amended Complaint, Plaintiff alleges that Villafaña misappropriated funds from Maradona, while still married but before their separation,^[3] to purchase six (6) condominiums in South Florida (the “Properties”). *See Amended Complaint* ¶¶ 21-24, 29, 30, 35-38, 40, and 41. In support of these allegations, Plaintiff provided the Court with warranty deeds and mortgages for the Properties, where Villafaña had in some instances identified herself as single, while separated but not legally divorced.^[4] *See Not. Fil. Dep. Exh.*, at Exhibits 4-26; 32. Plaintiff further alleges that Villafaña concealed the theft of Maradona’s funds because she purportedly did not disclose any of the Properties in the MSA, excluding them from the division of the marital assets. *See Am. Compl.* ¶¶ 54-57; Exhibit 6, and *Not. Fil. Dep. Ex.*, at [Exh. 3]. Plaintiff also claims that Defendants failed to declare the properties in her tax declarations in Argentina. *See Not. Fil. Dep. Ex.*, at Exhs. 33;

34. Last, Plaintiff alleges that Villafañe held a position of trust and confidence and owed Maradona a duty of care to maintain and preserve his wealth and refrain from misappropriating his funds for her own use and without his authority, which he purportedly entrusted to her to manage during their marriage and demanded an equitable accounting. *See* Am. Compl. ¶¶ 72-74; 92-97. In supporting of Plaintiff's allegations and in opposition to the Motion, Plaintiff submitted to the Court the Declaration of Diego Armando Maradona (DE.1), a Notice of Filing a Declaration of Diego Armando Maradona ("Maradona's Declaration") (DE.2); *see* Opp., at Exh. B; *See* Not. Fil. Dep. Ex., at Exh. 31, Plaintiff's Notice of Service of Answers to Villafañe's First Set of Interrogatories to Plaintiff (DE.113), Villafañe's Declaration dated May 12, 2023 (*See* Not. Fil. Dep. Ex., at Exh. 27), Villafañe's Declaration dated March 24, 2016 (Not. Fil. Dep. Ex., at Exh. 28), Defendants' Responses to Plaintiff's First Set of Interrogatories ("Villafañe First Responses") (Not. Fil. Dep. Ex., at Exh. 29), Defendant's Responses to Plaintiff's Second Set Interrogatories ("Villafañe Second Responses") (Not. Fil. Dep. Ex., at Exh. 30), Emilio Pastor, Esq. Report dated August 22, 2014 (Not. Fil. Dep. Ex., at Exh. 35), Power of Attorney granted to Villafañe by Maradona in 2005 ("POA") (Not. Fil. Dep. Ex., at Exh. 36), and Villafañe's Deposition held on August 28, 2023 (Opp., at Exh. F).

Villafañe denies the allegations in the Amended Complaint, asserting that Plaintiff filed this action in retaliation and for purposes of harassment. *See* Defendants' Amended Answer, Affirmative Defenses and Counterclaims ("Answer") (DE.143). Defendants raised nine affirmative defenses and for purposes of the Motion relied on the following three: (1) waiver by settlement and release (first affirmative defense), (2) expiration of the statute of limitations (second affirmative defense), and (3) the legal insufficiency of Plaintiff's counts, as Plaintiff fails to plead and establish the required elements of each count (eighth affirmative defense). *See* Defendants' Second Amended Affirmative Defenses ("Affirmative Defenses") (DE.224). Defendants further argue that there is no material factual dispute, as the Amended Complaint lacks allegations to support the causes of action. Specifically, Defendants state that there are no factual allegations or support for

(1) Maradona’s holding of millions of dollars prior to the alleged theft, (2) the date of alleged theft, (3) the identification of funds allegedly stolen, (4) the manner in which the funds were allegedly stolen; or (5) the amount of funds claimed to have been stolen. *See* Motion, at 6; and Reply, at 8. Defendants argue that they are entitled to final summary judgement, as a matter of law.

In support of the affirmative defenses relied on and the Motion, Defendants provided the Court with the MSA, Transcript of Hearing on May 4, 2023^[5], Defendants’ Affirmative Defenses, Villafañe’s Declaration dated May 12, 2023, Defendant’s Responses to Plaintiff’s Second Set Interrogatories, Plaintiff’s Notice of Service of Answers to Villafañe’s First Set of Interrogatories to Plaintiff, Plaintiff’s Responses to Villafañe’s Second Request for Admissions to Plaintiff, and Deposition Transcript of Matias Morla dated September 30, 2019. (DE.255).

LEGAL STANDARD FOR SUMMARY JUDGMENT

The summary judgment standard provided for under Florida Rule of Civil Procedure 1.510(c) is to be construed and applied in accordance with the federal summary judgment standard articulated in *Celotex Corp. v. Catrett*. *Celotex Corp. v. Catrett*, 477 U.S. 317 (1986); *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 251, 252, (1986) (holding the basic issue before the Court on a motion for summary judgment is “whether the evidence presents a *sufficient disagreement* to require submission to a jury”); *Matsushita Elec. Indus. Co. v. Zenith Radio Corp.*, 475 U.S. 574 (1986); *see also* Amendment to Fla. R. Civ. Pro. 1.510(c). Consequently, a summary judgment shall be granted when the record shows that there is no genuine dispute as to any material fact and that the moving party is entitled to judgment as a matter of law. Fed. R. Civ. P. 56(a); *Celotex Corp.*, 477 U.S. at 323-25.

If the nonmoving party fails to make “a sufficient showing on an essential element of the case with respect to which she has the burden of proof,” the moving party is entitled to summary judgment. *Celotex Corp.* 477 U.S. at 323. Likewise, “[a] mere ‘scintilla’ of evidence supporting the

[nonmoving] party's position will not suffice; there must be enough of a showing that the jury could reasonably find for that party." *Walker v. Darby*, 911 F.2d 1573, 1577 (11th Cir. 1990) (citing *Anderson*, 477 U.S. at 1576).

FINDINGS

THE COURT FINDS that Defendants are entitled to final summary judgment on all counts against Plaintiff for the following reasons:

I. Count I – Unjust Enrichment

Plaintiff alleges that Maradona conferred a benefit upon Villafañe in the form of millions of dollars, which she misappropriated for her own use without compensating Maradona. *See Am. Compl.* ¶¶ 66-68. Villafañe testified that she used her own funds to purchase the Properties and funds given to her by her family. *See Villafañe's First Responses*, at Responses 4 through 8, and Villafañe's Deposition 65:1-6. In opposition, Plaintiff put forward *no* evidence of a material factual dispute, and failed to identify the benefit conferred, including the transfer of funds or acceptance by Villafañe.

Under Florida law, the elements of unjust enrichment are as follows: (1) plaintiff has conferred a benefit on the defendant, who has knowledge thereof; (2) the defendant voluntarily accepts and retains the benefit conferred; and (3) the circumstances are such that it would be inequitable for the defendant to retain the benefit without first paying the value thereof to the plaintiff. *See Duty-Free World, Inc. v. Miami Perfume Junction, Inc.*, 253 So. 3d 689 (Fla. 3d DCA 2018).

In the Opposition, Plaintiff failed to identify evidence in support of a material factual dispute regarding conferring a benefit—there are no allegations or recorded evidence of a transfer of funds to Villafañe, which she accepted and retained. The record is devoid of any evidence of (1)

plaintiff's possession of funds, (2) the amount of funds, (3) the bank account where the funds were held, (3) the means of transfer, or (4) the date of transfer. Plaintiff has not produced any financial records, not a single bank statement, check, wire transfer, safety deposit record, or any proof of any kind tending to indicate that Maradona had possession of the funds at issue at the time he alleges they were stolen. Moreover, there is no evidence even remotely supporting his allegation that Villafañe misappropriated funds, much less totaling millions of dollars.

On the contrary, Maradona admitted in his declaration that he does not know how the theft occurred or how Villafañe obtained the funds to purchase the Properties (“To date we have been unable to identify where the funds to purchase the condominiums were obtained...”). Maradona’s Declaration, ¶ 11. Clearly, Maradona’s Declaration establishes that he had been unable to identify the source of the funds.

Further, plaintiffs’ reliance on the MSA alleging that Villafañe failed to disclose marital assets in that agreement, is misplaced. As the plain language of the MSA, Section III, states “[t]he parties as a whole declare that the aforementioned assets have been the only ones comprising the *undivided* assets of husband and wife, and that others that could have comprised it have been divested as a whole and their price received in halves. Moreover, *they declare they have been completely compensated between themselves with regard to the potential differences that might exist with regard to the assets allocated to each.* Consequently, they expressly waive the right to make a claim with regard to the settlement and allotting the assets comprising the community property.” (emphasis added). This completely contradicts Plaintiff’s allegations on this count—but even if the parties had not waived their rights, this cause of action had expired, as addressed below.

Last, the statute of limitations period for unjust enrichment is four years. *See* § 95.11, Fla. Stat. Ann. A cause of action accrues when the last element constituting the cause of action occurs. *See* Florida Statutes §§ 95.11(3); 95.031(1). While Plaintiff does not allege a precise date of theft,

he does claim that it occurred when the parties were married (until April 2003) and that it commenced prior to the purchase of the first property in 2000. *See* Am. Compl. ¶¶ 11; 21. Since the original complaint was filed on December 15, 2015, Plaintiff's unjust enrichment claim is barred by the statute of limitations. The Plaintiff did not raise any legal arguments for tolling of the applicable statute of limitations, nor was there any factual support on the record and, accordingly, the cause of action for unjust enrichment is time-barred.

As the statute of limitations has expired and there are no allegations in the Amended Complaint nor was there any record evidence provided to the Court that properly showed that Maradona conferred a benefit upon Defendants and that they accepted and retained it unfairly, Plaintiff has not met his burden to come forward with evidence to support a cause of action for unjust enrichment or a material dispute.

Therefore, because the record is devoid of any material factual dispute regarding Count I for unjust enrichment, Defendants are entitled to final summary judgment on Count I, as a matter of law.

II. Count II – Breach of Fiduciary Duty

Plaintiff alleges that Villafañe owed a fiduciary duty to Maradona to refrain from misappropriating his funds for her own use, which he entrusted to her to manage, and that instead she used Maradona's funds to purchase the Properties. *See* Am. Compl. ¶¶ 72-74. Villafañe testified that during their marriage there was no fiduciary duty between them and she did not manage Maradona's business finances. *See* Motion, at 17-18, and Villafañe Deposition 206:10-14; 224:13-19.

Under Florida law, "although it is beyond dispute that the utmost integrity and honesty should inhere in a marital relationship, we decline to recognize an action in tort for a spouse's violation of the financial duties associated with business partnerships". *See Beers v. Beers*, 724 So.

2d 109 (Fla. 5th DCA 1998); *see further Abitbol v. Benarroch*, 273 So. 3d 147 (Fla. 3d DCA 2019) (“Florida law precludes general civil claims premised upon a spouse’s intentional dissipation of marital assets”). Absent a specific transaction or agreement, no fiduciary relationship exists between spouses. *Levy v. Levy*, 862 So. 2d 48 (Fla. 3d DCA 2003).

In this section of the Amended Complaint, Plaintiff incorporated factual allegations that theft occurred prior to 2000. *See* Am. Compl. ¶¶ 11; 70. The Amended Complaint does not allege any facts supporting a fiduciary duty between the parties prior to 2003. While Plaintiff alleged in the Opposition that, after the parties divorced, Maradona granted the POA to Villafañe in 2005, there is zero evidence or allegations in the Amended Complaint of a specific agreement of a fiduciary nature before 2003, or of any transfer of funds after the POA, or even that the POA was ever used by Villafañe—for the same reasons stated in section I. Therefore, the POA could not be the basis of the Breach of Fiduciary Duty Count, as the theft is alleged to have occurred before 2003. Plaintiff put forward *no* evidence of a material dispute related to an agreement or understanding which resulted in a professional fiduciary relationship between Maradona and Villafañe, *aside from their marriage*, which is insufficient under Florida law.

In addition, the statute of limitations period for a breach of fiduciary duty is four years. *See* § 95.11, Fla. Stat. Ann. A cause of action accrues when the last element constituting the cause of action occurs. *See* Florida Statutes §§ 95.11(3); 95.031(1). While Plaintiff does not allege a precise date of theft, he does claim that it occurred when the parties were married (until April 2003) and that it commenced prior to the purchase of the first property in 2000. *See* Am. Compl. ¶ 11; 21. Since the original complaint was filed on December 15, 2015, Plaintiff’s breach of fiduciary duty claim is, thus, barred by the statute of limitations. Further, Plaintiff made no legal arguments nor alleged facts to support tolling of the statute of limitations.

Therefore, because the record is devoid of any material factual dispute regarding Count II for breach of fiduciary duty, Defendants are entitled to final summary judgment on Count II, as a

matter of law.

III. Count III – Conversion

Plaintiff alleges that Maradona has, in writing or otherwise, demanded that Villafañe return the funds she allegedly misappropriated from him and used to purchase the Properties, and that she refused to do so. *See* Am. Com. ¶¶ 78-81. Villafañe testified that she used her own funds to purchase the Properties. *See* Villafañe’s First Responses, at Responses 4 through 8, and Villafañe’s Deposition 65:1-6.

Under Florida law, the elements of conversion are: “(1) an act of *dominion* wrongfully asserted; (2) over another’s property; and (3) inconsistent with his ownership therein.” *See Joe Hand Promotions, Inc. v. Sorota*, 2012 WL 2414035 (S.D. Fla. 2012) (quoting *Special Purpose v. Prime One*, 125 F.Supp.2d 1093 (S.D. Fla. 2000)); *World Cellphones Distributors Corp. v. De Surinaamsche Bank, N.V.*, 357 So. 3d 225 (Fla. 3d DCA 2023).

For the same reasons discussed above in Section I, Plaintiff failed to establish through record evidence in opposition, that a transfer of funds ever occurred. Plaintiff’s claim is based solely on the purported *belief* that, without Maradona’s money, Villafañe could not have acquired the Properties. Plaintiff also erroneously implies that Villafañe has the burden of proof to establish her affirmative defenses, while it is Plaintiff who carries the burden of proof at trial.

Moreover, the record before the Court is lacking even a scintilla of evidence of theft or misappropriation of funds. Therefore, this Court cannot find that there is sufficient disagreement to submit to a trier of fact the issue of whether there was an *act of dominion* by Defendants over Plaintiff’s assets. There simply exists *no* material factual dispute—as the funds claimed to have been stolen have not even been identified by Plaintiff. Money can be subject of conversion so long as it consists of specific money capable of identification; to be a proper subject of conversion, there must be an obligation to keep intact or deliver the specific money in question, so that such *money*

can be identified. See *Taubenfeld v. Lasko*, 324 So. 3d 529 (Fla. 4th DCA 2021) (emphasis added).

Additionally, the statute limitations period for conversion is four years. See § 95.11, Fla. Stat. Ann. A cause of action accrues when the last element constituting the cause of action occurs. See Florida Statutes §§ 95.11(3); 95.031(1). While Plaintiff does not allege a precise date of theft, he does claim that it occurred when the parties were married (until April 2003) and that it commenced prior to the purchase of the first property in 2000. See Am. Compl. ¶ 11, 21. Since the original complaint was filed on December 15, 2015, Plaintiff's conversion claim is therefore barred by the statute of limitations. Further, Plaintiff made no legal arguments nor alleged facts to support tolling of the statute of limitations.

Therefore, because the record is devoid of any material factual dispute regarding Count III for conversion, Defendants are entitled to final summary judgment on Count III, as a matter of law.

IV. Count IV – Constructive Fraud

Plaintiff alleges that Maradona conferred a benefit upon Villafañe in the form of millions of dollars, which she purportedly misappropriated for her own use without compensating Maradona. See Am. Compl. ¶¶ 71-72). Villafañe testified that she used her own funds to purchase the Properties, including funds given to her by her parents. See Villafañe's First Responses, at Responses 4 through 8, and Villafañe's Deposition 65:1-6. In opposition, Plaintiff put forward *no* evidence of a material factual dispute and failed to identify the funds stolen or provide any specific information regarding the alleged theft.

Under Florida law, constructive fraud occurs when a duty under a confidential or fiduciary relationship has been abused or where an unconscionable advantage has been taken. See *Levy v. Levy*, 862 So. 2d 48 (Fla. 3d DCA 2003). But, "there simply is no cognizable tort claim for constructive fraud for a concealed dissipation of marital assets." See *Beers v. Beers*, 724 So. 2d 109 (Fla. 5th DCA 1998).

In this section of the Amended Complaint, Plaintiff incorporated factual allegations that the theft occurred prior to 2003. *See* Am. Compl. ¶ 82. However, the Amended Complaint is devoid of any allegation of fiduciary duty between spouses prior to 2003. *See* Section II, *supra*. Under Florida law, there can be no fiduciary duty between spouses unless there is a specific agreement or understanding of a business nature separate from the marriage. *See Beers v. Beers*, 724 So. 2d 109 (Fla. 5th DCA 1998). Here, while Plaintiff alleged in the Opposition that Maradona gave Villafaña a POA in 2005, two years after the parties divorced, there is zero record evidence or allegations in the Amended Complaint of a specific agreement of a fiduciary nature before 2003, or of any transfer of funds after the POA, or even that the POA was ever used by Villafaña. For these reasons and those stated in Sections I and II above—there is no record evidence or material dispute regarding Villafaña’s misappropriation of Maradona’s funds. At best, Plaintiff has provided the Court with a suspicion, which is unsupported by the record and insufficient under the law.

Further, the statute of limitations period for a constructive trust is four years and can only be extended up to 12 years after the date of the commission of the fraud, *if there was concealment or misrepresentation related to the act itself*, pursuant to the statute of repose. *See Philip Morris USA Inc. v. Principe*, 337 So. 3d 821 (Fla. 3d DCA 2021) (emphasis added); and *Hess v. Philip Morris USA, Inc.*, 175 So. 3d 687 (Fla. 2015). The statute of limitations based on fraud is strictly construed against the party bringing suit. *See Colonial Penn Ins. Co. v. Value Rent-A-Car Inc.*, 814 F. Supp. 1084 (S.D. Fla. 1992). While Plaintiff does not allege a precise date of theft, he does claim that it occurred when the parties were married (until April 2003) and that it commenced prior to the purchase of the first property in 2000. *See* Am. Compl. ¶ 11, 21. Since the original complaint was filed on December 15, 2015, Plaintiff’s constructive fraud claim is barred by the statute of limitations. Even if the statute of repose applied—it does not, as the record lacks any factual support of concealment or misrepresentation relied on by Maradona that could have resulted in a delayed discovery—the original complaint would still be time barred because it was filed after twelve years.

Therefore, because the record is devoid of any material factual dispute regarding Count IV for constructive fraud, Defendants are entitled to final summary judgment on Count IV, as a matter of law.

V. Count VI – Equitable Accounting

Plaintiff claims, in the alternative, equitable accounting alleging that Villafañe owed a fiduciary and/or confidential relationship to manage Maradona's personal finances for his benefit and to refrain from misappropriating his funds for her own use, which he entrusted to her to manage, and that instead she used Maradona's funds to purchase the Properties. *See* Am. Compl. ¶¶ 92-97. Villafañe alleges that during their marriage there was no fiduciary duty between them, and she did not manage Maradona's business finances. *See* Motion, at 17-18, and Villafañe Deposition 206:10-14; 224:13-19. In opposition, Plaintiff put forward *no* evidence of a material factual dispute and failed to identify any specific agreement of a fiduciary nature during the parties' marriage.

A party that seeks an equitable accounting must show that: 1) the parties share a fiduciary relationship or that the questioned transactions are complex; and 2) a remedy at law is inadequate. *See Am. United Life Ins. Co. v. Martinez*, 480 F.3d 1043 (11th Cir. 2007).

Plaintiff's allegations in this Count are deficient because there is no allegation of a fiduciary relationship during the marriage and there is no allegation of a complex transaction. *See* Section II, *supra*. Furthermore, there is zero evidence or allegations of transfer of funds, as stated in sections I and II above and, therefore, there is no possible transactions or financial records that this Court could Order an accounting of.

Further, the statute of limitations period for accounting is four years. *See* [Fla. Stat. § 95.11\(3\)\(k\)](#). A cause of action accrues when the last element constituting the cause of action occurs. *See* Florida Statutes §§ 95.11(3); 95.031(1). While Plaintiff does not allege a precise date of theft, he does claim that it occurred while the parties were married (until April 2003) and that it

commenced prior to the purchase of the first property in 2000. *See* Am. Compl. ¶ 11; 21. Since the original complaint was filed on December 15, 2015, Plaintiff's equitable accounting claim is barred by the statute of limitations.

Therefore, because the record is devoid of any material factual dispute regarding Count VI for equitable accounting, Defendants are entitled to final summary judgment on Count VI, as a matter of law.

Accordingly, it is **ORDERED AND ADJUDGED** that:

1. Defendants' Motion for Final Summary Judgment filed on May 12, 2023, is **GRANTED** on all counts, for the reasons stated above and through the facts placed on the record and incorporated herein.
2. The Court retains jurisdiction for a determination of attorney's fees and costs pursuant to Florida Statute §768.79.
3. The Plaintiffs shall take nothing by this action, and Defendant, shall go hence without day.

^[1] Plaintiff's Count V for Constructive Trust of the Amended Complaint was dismissed by the February 21, 2019 Court's Order on Defendant's Motion to Dismiss Amended Complaint or To Stay On The Basis Of International Comity ("Motion to Dismiss"). There, the Court granted, in part, Defendants' Motion to Dismiss dismissing the Amended Complaint as to Count V for Constructive Trust without prejudice, and denied Defendants' Motion to Dismiss otherwise. (DE. 71).

^[2] On March 23, 2022, Plaintiff filed a Notice of Filing ("First Notice of Filing") documents in support of the Motion for Punitive Damages. (DE. 221). On June 7, 2022, Plaintiff filed an Amended Motion For Leave to Assert Claim for Punitive Damages ("Amended Motion for Punitive Damages"), including a proposal of its Second [Amended] Complaint. (DE. 231). On March 16, 2023, hours before the special set hearing scheduled before the Court, Plaintiff filed a new Notice of Filing ("Second Notice of Filing") documents in support of the Amended Motion for Punitive Damages, which included additional exhibits. (DE. 245). On March 28, 2023, Plaintiff filed an Amended Notice of Filing ("Third Notice of Filing") documents in support of the

Amended Motion for Punitive Damages, which included twelve (12) exhibits. (DE. 247).

[3] Plaintiff alleges that the theft commenced in 1999 prior to the first purchase of the real estate on January 6, 2000. *See* Am. Com. ¶ 11.

[4] Plaintiff relies on the misrepresentation of these documents as purported evidence of theft, fraud, and deception. *See* Am. Compl. ¶¶ 21-24, 29, 30, 35-38, 40, and 41. Plaintiff further claims that Villafañe misappropriated the proceeds of the sales of the Properties and did not share them with Maradona. *See* Am. Compl. ¶¶ 26, 28, 43, and 45.

[5] Special set hearing on the Defendants' Motion for Order to Show Cause Why Plaintiff Should Not Be Held in Contempt of Court and For Sanctions.

DONE and **ORDERED** in Chambers at Miami-Dade County, Florida on this 20th day of October, 2023.

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Hon. Carlos Lopez

CIRCUIT COURT JUDGE

Electronically Signed

Final Order as to All Parties SRS #: 12 (Other)

THE COURT DISMISSES THIS CASE AGAINST ANY PARTY NOT LISTED IN THIS FINAL ORDER OR PREVIOUS ORDER(S). THIS CASE IS CLOSED AS TO ALL PARTIES.

Electronically Served:

Eduardo F Rodriguez, eddie@efrlawfirm.com
Eduardo F Rodriguez, efrlawfirm@gmail.com
Ibonne Mcclintock, imclintock@mpalaw.com
Jalaine Garcia, jalaine318@gmail.com
Maria Paula Aguila, paguila@thempalawfirm.com
Maria Paula Aguila, mdreyfus@thempalawfirm.com
Monica Amador, amador@theMPAlawfirm.com
Monica Amador, amador@mpalaw.com
Monique N Reyes, monique@efrlawfirm.com

Physically Served:

