

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

CASE No. \_\_\_\_\_

ELIEZER TAVERAS,  
*Plaintiff,*

*v.*

PHH MORTGAGE CORPORATION,  
successor by merger to Ocwen Loan  
Servicing, LLC.; U.S. BANK NATIONAL  
ASSOCIATION, AS TRUSTEE FOR THE  
GSAMP TRUST 2006-HE6 MORTGAGE  
PASS-THROUGH CERTIFICATES,  
SERIES 2006-HE6; DMG INVESTMENT  
TRUST LLC, a Florida Limited Liability  
Company; YOEL DOMINGUEZ, and  
YAZMIN DOMINGUEZ; and JOSE  
MARRERO, in his official capacity as  
an agent of the Florida Department of  
Revenue,  
*Defendants.*

**COMPLAINT AND DEMAND FOR JURY TRIAL**

Plaintiff, ELIEZER TAVERAS ("Plaintiff"), brings this action against Defendants PHH Mortgage Corporation, successor by merger to Ocwen Loan Servicing, LLC; U.S. Bank National Association, as Trustee for the GSAMP Trust 2006-HE6 Mortgage Pass-Through Certificates, Series 2006-HE6; DMG Investment Trust LLC; Yoel Dominguez; and Yazmin Dominguez (collectively, the "Defendants"), seeking declaratory relief to establish that the mortgage described herein was unenforceable as of May 20, 2019, due to the unlawful conduct, fraudulent actions, and statutory violations perpetrated by Defendants Ocwen and U.S. Bank, including, but not limited to, violations of Florida RICO (Fla. Stat. §§ 772.103-104), filing fraudulent documents (Fla. Stat. § 817.535), and other related fraudulent acts described in this Complaint.

Plaintiff additionally seeks a judicial declaration that the Consent Foreclosure Judgment entered by the Miami-Dade Circuit Court is void ab initio, as the state court lacked jurisdiction due to Defendants' failure to initiate the foreclosure proceeding with standing and without a valid and lawful complaint, and because the judgment was obtained through fraudulent representations and documentation, rendering all subsequent title transfers invalid.

Plaintiff further seeks a Temporary Restraining Order and Preliminary Injunction against Defendant JOSE MARRERO, in his official capacity as an officer of the Florida Department of Revenue ("FDOR"), and against any persons acting in active concert or participation with him, including FDOR employees, supervisors, agents, or co-workers who are directly or indirectly involved in enforcing or attempting to enforce the unconstitutional tax assessment described herein.

This action seeks both interim and final declaratory and injunctive relief pursuant to Fla. Stat. § 86.011 (Florida Declaratory Judgment Act) and the Florida Supreme Court's controlling decision in *Department of Revenue v. Kuhnlein*, 646 So. 2d 717 (Fla. 1994), establishing that the tax assessment is unenforceable and prohibiting further enforcement actions against Plaintiff.

## I. INTRODUCTION

1. This action arises from matters evident on the face of court filings and Official Records of Miami-Dade County, Florida, relating to real property located at:

**LOT 11, BLOCK 23, EFM ESTATES SECTION TWO, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 160, PAGE 81, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.**

**Also known as 15465 SW 19 Way, Miami, FL 33185 (the "Property").**

2. Beginning with U.S. Bank National Association, as Trustee for the GSAMP Trust 2006-HE6 Mortgage Pass-Through Certificates, Series 2006-HE6 ("U.S. Bank"), and subsequently coordinated by Ocwen Loan Servicing, LLC ("Ocwen"), Defendants recorded multiple mortgage assignments containing substantial inaccuracies, misrepresentations, and procedural irregularities. Following corporate mergers, Ocwen's responsibilities transferred to PHH Mortgage Corporation, now the real party in interest.

3. Defendants relied upon these assignments to initiate foreclosure proceedings, ultimately resulting in a foreclosure judgment and the transfer of title to third-party purchasers. Plaintiff and his family continuously resided at the Property, suffering direct personal harm, including loss of housing stability and security.

4. Based entirely upon these inaccurate public records and recorded assignments, Plaintiff suffered additional individualized harm from a wrongful Documentary Stamp Tax assessment imposed by the Florida Department of Revenue.

5. Plaintiff, Eliezer Taveras, is the lawful successor in interest to Maria Sanchez regarding the Property. On May 20, 2019, Maria Sanchez and the beneficiaries of the Taveras Family Irrevocable Trust executed a Quitclaim Deed transferring all legal and equitable interests in the Property exclusively to Plaintiff, which was duly recorded in Miami-Dade County Public Records (Book 31448, Pages 2985-2986).

6. As the sole titleholder, Plaintiff has a direct legal interest in challenging the fraudulent assignments and wrongful foreclosure, described herein, that cloud title to the Property. Plaintiff also has independent standing to seek relief, as the Florida Department of Revenue issued a tax assessment directly against him based on the assumption that the Mortgage and foreclosure judgment were valid. This direct financial injury confers standing, as the disputed foreclosure judgment and mortgage assignments continue to cause harm to Plaintiff's property rights and financial interests.

7. Further, Florida Rule of Civil Procedure 1.540(b) expressly permits any interested party affected by a void judgment to seek its nullification. Because the foreclosure judgment encumbers Plaintiff's property rights and serves as the basis for an improper tax assessment, Plaintiff has standing to challenge the foreclosure judgment, the fraudulent mortgage assignments, and the validity of the Mortgage itself.

8. Additionally, this action raises substantial legal questions concerning the validity of mortgage instruments and assignments recorded by Defendants in the Miami-Dade County Public Records, creating an actual controversy that requires judicial resolution. The fraudulent and misleading nature of these recorded documents directly impacts Plaintiff's legal rights, property ownership, and financial obligations

9. Plaintiff seeks declaratory and injunctive relief pursuant to Fla. Stat. § 86.011 (Florida Declaratory Judgment Act) and Fla. R. Civ. P. 1.540(b), to clarify the validity and enforceability of the mortgage, related assignments, and the foreclosure judgment affecting Plaintiff's rights and tax obligations.

10. Plaintiff further seeks immediate injunctive relief prohibiting enforcement of the improperly imposed Documentary Stamp Tax assessment by the Florida Department of Revenue ("FDOR").

11. Plaintiff expressly reserves all rights to assert subsequent claims under Florida RICO (Fla. Stat. §§ 772.101-772.119), Fla. Stat. § 817.535 (false and misleading recorded instruments), wrongful foreclosure, and common law claims, including monetary and exemplary damages, dependent upon the Court's determinations herein.

12. Plaintiff also seeks clarification of the applicability of Fla. Stat. § 702.036 concerning subsequent title holders, specifically DMG Investment Trust LLC and Yoel and Yazmin Dominguez.

13. An actual, present, and justiciable controversy exists between Plaintiff and Defendants regarding the validity, accuracy, and enforceability of the mortgage, its recorded assignments, and the foreclosure judgment entered in Miami-Dade Circuit Court Case No. 2017-020587-CA-01. Defendants' reliance

on these disputed instruments has directly led to ongoing harm, including but not limited to a wrongful Documentary Stamp Tax assessment by the Florida Department of Revenue. Plaintiff seeks a judicial determination to resolve these controversies and clarify the respective rights and obligations of all parties involved.

14. Plaintiff challenges the subject assignments of mortgage not on the basis of contractual defects between assignor and assignee, but on the basis that they are void ab initio, having been executed by unauthorized individuals, using false identities, and recorded with materially false and misleading statements in violation of Florida criminal statutes, including Fla. Stat. §§ 817.535 and 817.29. Such assignments are legal nullities and not enforceable as a matter of law.

15. Contemporaneously with this Complaint, Plaintiff is filing a notice of lis pendens in Osceola County, Florida, in accordance with Fla. Stat. 48.23 and F.S. 817.535(8), describing the real property affected by this lawsuit. Plaintiff affirms that all conditions precedent to filing and maintaining this action have been met.

## **II. THE PARTIES**

### **PLAINTIFF**

16. Plaintiff Eliezer Taveras is a natural person, a citizen of the United States, and a permanent resident of Madrid, Spain. He was a resident of Florida until November 2018 and remains directly affected by the Defendants' actions within the state. He is sui juris.

### **DEFENDANTS**

17. Defendant, PHH MORTGAGE CORPORATION ("PHH Corporation"), successor by merger to Ocwen Loan Servicing, LLC, is a foreign corporation authorized to conduct business in the State of Florida, with a registered business address at 1 Mortgage Way, Mount Laurel, NJ 08054. PHH Mortgage is the real party in interest due to its merger and assumption of all obligations and liabilities of Ocwen Loan Servicing, LLC.

18. Defendant, U.S. BANK NATIONAL ASSOCIATION, is a national banking association authorized to conduct business in Florida. U.S. Bank is named as a defendant solely in its capacity as trustee for the GSAMP Trust 2006-HE6 Mortgage Pass-Through Certificates, Series 2006-HE6.

19. Defendant DMG INVESTMENT TRUST LLC (“DMG Trust”) is a Florida Limited Liability Company with its principal address listed as 11890 SW 8th Street, Suite 400, Miami, FL 33184. According to official records filed with the Florida Department of State, its Registered Agent is Joel A. Dominguez. DMG Investment Trust LLC conveyed title to the Property to Defendants Yoel Dominguez and Yazmin Dominguez via Quitclaim Deed prior to this litigation.

20. Defendant Yoel Dominguez, individually and together with Defendant Yazmin Dominguez, is the current title holder of the Property, having received ownership via Quitclaim Deed recorded on February 1, 2023, in Miami-Dade County Public Records at Book 33563, Pages 4800–4801. While Yoel Dominguez’s relationship to Joel A. Dominguez, the registered agent of DMG Investment Trust LLC, is presently unknown, the proximity in names and roles is noted solely as a matter of fact relevant to the chain of title and issues of notice. No wrongdoing is alleged at this stage.

21. Defendant, JOSE MARRERO, is an official employee and agent of the Florida Department of Revenue (“FDOR”), sued herein solely in his official capacity. Marrero is responsible for enforcing and attempting to collect the unconstitutional and unlawful tax assessment described in this Complaint. FDOR's relevant office is located in the State of Florida.

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

22. This Court has jurisdiction over this action pursuant to Fla. Stat. § 26.012(2)(a), as Plaintiff seeks declaratory and equitable relief concerning real property located within Miami-Dade County, Florida.

23. This Court also has jurisdiction under Fla. Stat. § 86.011 (Florida Declaratory Judgment Act), as this action seeks clarification regarding the

validity and enforceability of recorded instruments and a foreclosure judgment directly affecting real property.

24. Venue is proper in Miami-Dade County pursuant to Fla. Stat. § 47.011, as the subject real property at issue in this litigation, and the actions giving rise to Plaintiff's claims occurred within Miami-Dade County, Florida. Additionally, all defendants either reside, maintain a principal place of business, or conducted substantial acts or transactions giving rise to the claims within Miami-Dade County.

#### **IV. SET OF FACTS**

##### ***A. Property Background and Initial Ownership***

25. The Property was initially purchased and owned by Maria Sanchez.

26. Maria Sanchez subsequently transferred title to the Property to Eliezer Taveras, as Trustee of the Taveras Family Irrevocable Trust Agreement (the "Taveras Trust"), via a quitclaim deed recorded in Miami-Dade County Public Records.

27. On May 20, 2019, a quitclaim deed was recorded in Miami-Dade County Public Records, Book 31448, Pages 2985-2986 (the "Taveras Deed"), transferring the Property from the Taveras Trust to Plaintiff, Eliezer Taveras, individually.

##### ***B. Origination of Mortgage and Bankruptcy of Original Mortgage Holder***

28. On or about October 24, 2006, Maria Sanchez executed a promissory note and mortgage (the "Mortgage") secured by the Property in favor of Ownit Mortgage Solutions ("Ownit").

29. Subsequently, Ownit Mortgage Solutions ceased operations and filed for bankruptcy in 2006, causing substantial uncertainty regarding ownership, servicing, and transfer of rights associated with the Mortgage.

30. After Ownit's bankruptcy, various entities claimed interests or rights in the Mortgage through a series of recorded assignments and transfers, many

of which contained significant inaccuracies, irregularities, and misrepresentations as detailed herein.

31. The Mortgage contains the following key contractual provisions a. Acceleration Clause (Section 18 and 22) – The Mortgage grants the lender the right to accelerate the debt upon default, making the entire balance due immediately. b. Reinstatement Clause (Section 19) – The Mortgage allows reinstatement only if the borrower cures the default before final judgment or five days before the foreclosure sale. c. Lawsuit Conditions (Section 22) – The lender is required to provide notice before initiating foreclosure proceedings. See Excerpt from the Mortgage, attached herein as Exhibit 1, and incorporated by reference.

***C. Assignments, Recorded Documents, and Foreclosure Proceedings***

32. On or about November 5, 2007, U.S. Bank initiated a foreclosure action in this Court under Case No. 07-37120CA01 (the "Foreclosure-07") against Maria Sanchez. At the time of filing, there was no recorded assignment of the Mortgage from Ownit to U.S. Bank, as confirmed by Miami-Dade County public records.

33. On August 24, 2009, nearly two years after filing the Foreclosure-07, an Assignment of Mortgage (the "US Assignment") was recorded in Miami-Dade Public Records at Book 26989, Page 3759. This Assignment purportedly transferred the Mortgage interest from Mortgage Electronic Registration Systems, Inc. ("MERS"), acting on behalf of Ownit, to U.S. Bank, allegedly effective retroactively as of October 3, 2007. Composite Exhibit "2".

34. This Assignment contained materially inaccurate and misleading statements. Specifically, it asserted a retroactive effective date ("on or before October 3, 2007"), despite being executed on August 14, 2009, long after Ownit ceased business operations due to its bankruptcy.

35. No prior assignment or recorded instrument established that MERS or Ownit had authorized this delayed and retroactive transfer to U.S. Bank as represented in the US Assignment.

36. On or about December 2, 2010, the Foreclosure-07 action was dismissed.

37. In 2012 and afterward, Ocwen and U.S. Bank engaged in a pattern of actions to transfer or enforce the Mortgage and related documents despite ongoing regulatory scrutiny by the Consumer Financial Protection Bureau ("CFPB") and other authorities.

38. Subsequently, on or about November 7, 2012, Ocwen executed and recorded another Assignment of Mortgage ("Ocwen Assignment"), recorded in Miami-Dade Public Records at Book 28399, Page 2421. Composite Exhibit "2".

39. The Ocwen Assignment identified U.S. Bank National Association, as Trustee for the GSAMP Trust 2006-HE6 Mortgage Pass-Through Certificates, Series 2006-HE6, as the assignee and lists Ocwen Loan Servicing, LLC as the care-of address for U.S. Bank, indicating a direct relationship between these entities.

40. The Ocwen Assignment recorded by Ocwen included multiple representations concerning the transfer and assignment of mortgage interests. Specifically, this document purported compliance with Chapters 673 and 674 of the Florida Uniform Commercial Code ("UCC") and Fla. Stat. § 701.02.

41. The Ocwen Assignment represented that Mortgage Electronic Registration Systems, Inc. ("MERS"), acting as nominee for Ownit Mortgage Solutions, Inc. ("Ownit"), transferred and assigned the Mortgage to U.S. Bank, c/o Ocwen, purportedly establishing a security interest in the Property.

42. The Ocwen Assignment further represented that Yamali Martinez, identified as an Assistant Secretary of MERS, executed the assignment document. Public records indicate, however, that Yamali Martinez was employed by Ocwen at the time the document was executed and recorded.

43. Following the recording of the Ocwen Assignment, Ocwen commenced a foreclosure action in the Miami-Dade Circuit Court on or about

March 2013, styled U.S. Bank National Association, as Trustee v. Maria Sanchez, et al., Case No. 13-08134CA24 (the "Foreclosure-13").

44. The Ocwen Assignment was relied upon as the basis for Foreclosure-13.

45. Subsequently, in December 2013, the Consumer Financial Protection Bureau ("CFPB"), along with 49 states and the District of Columbia, commenced litigation against Ocwen in the United States District Court for the District of Columbia. The CFPB litigation concerned Ocwen's mortgage servicing and foreclosure practices and concluded with a Consent Judgment entered in February 2014, subjecting Ocwen to heightened oversight for three years until February 26, 2017.

46. During the oversight period established by the CFPB Consent Judgment, Ocwen voluntarily dismissed Foreclosure-13. Public records confirm this dismissal occurred within the period of active oversight by regulatory authorities.

47. On April 20, 2017, after the expiration of the Consent Judgment oversight period, the CFPB initiated a second action against Ocwen ("CFPB-17"), again alleging improper foreclosure and mortgage servicing practices.

48. Subsequent to the expiration of the CFPB Consent Judgment, and despite the ongoing litigation in CFPB-17, Ocwen initiated another foreclosure proceeding ("Foreclosure-17") against Maria Sanchez and Plaintiff in his trustee capacity, concerning the Property. This proceeding was filed by U.S. Bank, represented through Ocwen, as shown in the court filings attached hereto as Exhibit 3.

49. The Ocwen Assignment was relied upon as the basis for Foreclosure-17.

50. At the time the Foreclosure-17 action was filed, the initiating foreclosure complaint was unsigned by an attorney. The foreclosure complaint filed in the official court records (Exhibit 3, p. 17) lacked any attorney signature, contrary to procedural requirements under Florida Rule of Civil Procedure 1.080(a) and Florida Rule of Judicial Administration 2.515(a).

51. Additionally, the Foreclosure-17 complaint was filed without the required verification under oath, contrary to Florida law and procedural requirements for foreclosure proceedings, as demonstrated by the official court filing (Exhibit 3, p. 17).

52. No amended foreclosure complaint was ever filed to correct the lack of signature and verification, as reflected in the official court docket.

53. Plaintiff and Maria Sanchez retained Attorney Ray Garcia to represent them in the foreclosure proceedings. Attorney Garcia filed responsive pleadings and represented the defendants through the conclusion of the foreclosure action.

54. No motion or objection addressing the procedural deficiencies of the foreclosure complaint was filed in the foreclosure proceedings.

55. The proceedings were presided over by The Honorable Mavel Ruiz.

56. On or about September 24, 2018, Ocwen and U.S. Bank proposed and executed a consent agreement ("AGREEMENT") with the foreclosure defendants, which included consent to the entry of a Final Judgment of Foreclosure by the Court. A copy of this AGREEMENT is attached as part of Composite Exhibit 4 and incorporated herein by reference.

57. The foreclosure defendants, influenced by representations made prior to execution of the AGREEMENT and concerned about potential deficiency judgments, accepted and signed the AGREEMENT.

58. On October 1, 2018, the Court conducted an emergency hearing concerning the AGREEMENT, approving it and signing a memo of disposition (the "Memo"), with a Form 1.998, Final Disposition Form ("FDF"), recorded in the court docket.

59. Subsequently, the Court entered a Final Judgment of Foreclosure, asserting that the action was tried and adjudicated based on evidence presented in a non-jury trial on October 1, 2018—an assertion not reflected in the actual proceedings as documented in Exhibit 5.

60. Due to the execution of the AGREEMENT and the entry of the Final Judgment, the foreclosure defendants did not pursue appellate review.

61. On January 29, 2019, the Property was sold at a foreclosure auction. Subsequently, a Certificate of Title was issued and recorded on July 3, 2019, in Official Records Book 31507, Page 4638, Public Records of Miami-Dade County, Florida.

62. On May 20, 2019, the Taveras Deed was recorded, transferring title to the Property from the Taveras Trust to Plaintiff, Eliezer Taveras. The transfer was executed without monetary consideration, debt assumption, or other tangible value exchanged.

63. At the time of the transfer, a foreclosure judgment had been entered against the Property, but the foreclosure sale had not yet occurred.

64. The transfer was executed and recorded in compliance with Florida law, ensuring that Plaintiff could address outstanding legal irregularities in the foreclosure proceedings.

65. On January 29, 2019, the Property was sold at a foreclosure auction. The Court issued an order directing that the Certificate of Title be granted to "U.S. Bank National Association, as Trustee for the GSAMP Trust 2006-HE6 Mortgage Pass-Through Certificates, Series 2006-HE6, c/o Ocwen Loan Servicing, LLC." This Certificate of Title was subsequently recorded on July 03, 2019, in Miami-Dade County Official Records Book 31507, Page 4638. This document is a matter of public record, available for judicial notice.

66. On August 30, 2022, the property was transferred to DMG Investment Trust LLC via a Special Warranty Deed recorded in Miami-Dade Public Records. This deed identifies the grantor as U.S. Bank National Association, as Trustee for the GSAMP Trust 2006-HE6 Mortgage Pass-Through Certificates, Series 2006-HE6, acting through its attorney-in-fact, NewRez LLC (formerly known as New Penn Financial, LLC), d/b/a Shellpoint Mortgage Servicing, with a mailing address listed care-of PHH Mortgage Corporation, 1 Mortgage Way, Mount Laurel, NJ 08054. The use of intermediary servicers and 'care-of' entities in foreclosure-related transactions involving Defendants is consistent across multiple publicly recorded transfers.

67. On February 1, 2023, DMG Investment Trust LLC transferred title to the Property to Yoel Dominguez and Yazmin Dominguez via Quitclaim Deed, recorded in Miami-Dade County Public Records at Book 33563, Page 4800.

68. The prior roles and connections between the transferring and receiving parties have been identified in the Defendants section above and are noted solely as matters of public record relevant to the chain of title.

***D. The Notification of the Tax Assessment***

69. On June 3, 2024, Plaintiff received notice from the Florida Department of Revenue (“FDOR”) regarding an outstanding Documentary Stamp Tax assessment (“Tax Assessment”). Exhibit 6.

70. The FDOR’s notice specifically advised Plaintiff of potential legal and financial consequences should the tax assessment remain unresolved, including but not limited to:

- a. Placement of liens on Plaintiff’s personal assets and property, including possible recording of judgment liens in state records;
- b. Referral of the unpaid tax assessment matter to the State Attorney’s Office for potential criminal investigation and prosecution;
- c. Revocation or suspension of Plaintiff’s ability to maintain good standing for Florida business entities or professional licenses.

71. At that time, Plaintiff mistakenly believed, based on unclear and incomplete information provided by FDOR, that the tax assessment related to a different real property located in Osceola County, Florida, also subject to a quitclaim deed recorded in May 2019.

72. Promptly following receipt of FDOR’s notice, Plaintiff communicated directly with FDOR officials in Tallahassee, Florida, disputing the validity of the tax assessment and submitting supporting documentation pertaining to the Osceola County property. However, FDOR failed to identify or clarify the correct subject property, responding only that if the property involved had an existing mortgage at the time of transfer, the tax assessment was valid.

73. Plaintiff first became aware that the FDOR tax assessment actually pertained to the real property located at 15465 SW 19 Way, Miami, Florida 33185 (the Property), on March 12, 2025, during a direct telephone conversation with Mr. Jose Marrero, an official representative of FDOR. Only at that point did Mr. Marrero clarify and correct the confusion, explicitly confirming the Miami property's involvement and correcting Plaintiff's prior misunderstanding.

74. Plaintiff promptly initiated this action following this clarification. Accordingly, the actual date of discovery regarding the specific property at issue and related harm is March 12, 2025

75. Plaintiff could not have discovered the Tax Assessment or identified the correct subject property earlier, despite exercising reasonable diligence, because FDOR first notified Plaintiff of the tax assessment nearly five years after the quitclaim deed was recorded, and even then failed to clarify the specific property at issue until explicitly informed by Mr. Marrero on March 12, 2025, rendering this action timely.

76. Plaintiff asserts that the FDOR tax assessment is directly based on and entirely dependent upon the mortgage, its recorded assignments, and the foreclosure judgment issued against the Property. The assessment presumes that these instruments were valid and enforceable at the time of the quitclaim transfer.

77. The FDOR's assessment relies exclusively upon the presumed validity and enforceability of these recorded instruments as of May 2019. Accordingly, any determination regarding the accuracy, validity, or enforceability of the mortgage, assignments, and foreclosure judgment directly impacts the legal and factual basis underlying the FDOR's tax assessment.

78. As a direct result of the tax assessment issued by the FDOR, Plaintiff has experienced significant distress, including concern over potential enforcement actions, uncertainty about his legal standing, and disruptions to his travel and professional activities. The tax assessment, premised on the foreclosure judgment and recorded mortgage assignments, created a situation in

which Plaintiff reasonably feared adverse consequences upon entering the United States.

79. Due to these concerns, Plaintiff altered his travel plans on multiple occasions, choosing alternative routes to enter the United States to avoid perceived risks of unjust legal repercussions. Despite these efforts, the ongoing uncertainty and threat of enforcement continue to cause Plaintiff undue emotional and financial hardship.

80. However, after experiencing additional inconvenience and delays in connection with flights, Plaintiff later opted to fly directly to Miami despite ongoing concerns. Each entry into the United States has been accompanied by apprehension regarding possible legal or administrative actions arising from the FDOR's assessment.

81. Beyond the emotional toll, the tax assessment has created an ongoing burden, requiring Plaintiff to allocate time and resources to address its potential implications.

82. The assessment remains a source of continued financial and reputational concerns, as it may affect Plaintiff's ability to conduct business, engage in financial transactions, or respond to legal inquiries without uncertainty about his standing.

83. The tax assessment's basis on prior foreclosure-related filings has resulted in substantial hardship for Plaintiff, necessitating judicial clarification regarding its enforceability. Without such clarification, Plaintiff remains at risk of potential enforcement actions, financial penalties, and further disruptions to his ability to travel freely and manage his affairs.

84. On March 12, 2025, Plaintiff spoke with Mr. Jose Marrero of the FDOR regarding the enforcement of the tax assessment. During this conversation, Mr. Marrero stated that there was 'nothing he could do' to halt enforcement.

85. When Plaintiff mentioned the possibility of seeking a Temporary Restraining Order (TRO), Mr. Marrero responded that Plaintiff should proceed accordingly.

86. Furthermore, Mr. Marrero informed Plaintiff of the existence of a 'Wanted Notice' associated with this matter, providing the reference number 1000001019546. This revelation caused Plaintiff significant concern about potential enforcement actions, affecting his travel decisions and creating ongoing distress.

## **COUNT I**

### **DECLARATORY JUDGMENT UNDER FLA. STAT. § 86.011— SETTLEMENT AGREEMENT VOID FOR LACK OF JURISDICTION AND PROCEDURAL DEFICIENCIES Against U.S. Bank and PHH Corporation**

87. Plaintiff realleges and incorporates by reference Paragraphs 1 through 86 as if fully set forth herein.

88. This action is brought against U.S. Bank and PHH Corporation (as successor by merger to Ocwen Loan Servicing, LLC).

89. Plaintiff seeks a judicial declaration that the purported settlement agreement (the "AGREEMENT") executed in Miami-Dade Circuit Court Case No. 2017-020587-CA-01 is null, void, and unenforceable ab initio.

90. An actual, present, and justiciable controversy exists regarding whether the AGREEMENT is valid and enforceable, as it was the basis for the foreclosure judgment entered against Plaintiff.

91. The AGREEMENT was predicated on a foreclosure complaint that was unsigned, unverified, and otherwise procedurally deficient, failing to meet the mandatory requirements under Florida law.

92. Additionally, the foreclosure action relied upon the Ocwen Assignment, a fraudulent and self-executed instrument recorded by Ocwen that falsely purported to transfer the Mortgage to U.S. Bank. Because this false assignment did not convey any legal interest, U.S. Bank lacked standing to foreclose.

93. As a result, the Circuit Court lacked the jurisdiction or authority to enter judgment based on a legally deficient complaint and a void assignment of

mortgage, rendering the AGREEMENT and resulting foreclosure judgment null and void ab initio.

94. The AGREEMENT's terms contravene fundamental due process protections guaranteed by Article I, § 9 of the Florida Constitution, rendering it legally unenforceable.

95. The AGREEMENT improperly restricted Plaintiff's ability to challenge the foreclosure judgment and pursue legal remedies arising from Defendants' conduct.

96. A declaratory judgment is necessary to resolve the present and ongoing controversy regarding the validity of the AGREEMENT and its effect on Plaintiff's legal rights.

97. WHEREFORE, Plaintiff respectfully requests this Court enter a declaratory judgment pursuant to Fla. Stat. § 86.011, as follows:

- a. Declaring that the AGREEMENT executed on or about September 24, 2018, and approved on October 1, 2018, is null, void, and unenforceable ab initio and has no legal force or effect;
- b. Declaring that Plaintiff is not bound by any obligations, waivers, or legal consequences arising from the AGREEMENT;
- c. Declaring that the foreclosure judgment entered in Case No. 2017-020587-CA-01 is void and unenforceable as a matter of law, as it was: Predicated entirely on an AGREEMENT that is null and void ab initio; Tainted by a foreclosure complaint that was procedurally deficient, unsigned, and unverified in violation of Florida law; and Based on a fraudulent assignment of mortgage (the Ocwen Assignment), which did not establish U.S. Bank's standing to foreclose.
- d. Declaring that the foreclosure judgment's invalidity directly impacts and requires judicial clarification of the improper tax assessment imposed by the Florida Department of Revenue, which was based on the assumption that the foreclosure judgment was valid;

- e. Declaring that Plaintiff expressly reserves the right to seek additional remedies, including monetary damages, restitution, and further injunctive relief, in future proceedings arising from Defendants' wrongful conduct and the declarations sought herein;
- f. Granting such other and further relief as this Court deems just, equitable, and necessary to ensure full resolution of the claims presented.

## **COUNT II**

### **DECLARATORY JUDGMENT UNDER FLA. STAT. § 86.011 BASED ON COMMON LAW WRONGFUL FORECLOSURE (SEEKING A DECLARATION THAT THE FORECLOSURE JUDGMENT IS VOID AB INITIO)**

98. Plaintiff re-alleges and incorporates by reference Paragraphs 1 through 86 as if fully set forth herein.

99. This is an action against Defendants U.S. Bank and PHH Corporation, as successor by merger to Ocwen Loan Servicing, LLC, for declaratory judgment pursuant to Fla. Stat. § 86.011, seeking a declaration that the final judgment of foreclosure entered in Case No. 2017-020587-CA-01 is void ab initio, as it was procured through false documentation, material misrepresentations, and procedural defects that directly caused Plaintiff's loss of the Property and the subsequent imposition of a tax assessment by the Florida Department of Revenue.

100. A bona fide, present, and justiciable controversy exists regarding the validity of the foreclosure judgment, as its enforceability forms the basis for the wrongful tax assessment against Plaintiff.

101. Without a judicial declaration clarifying the invalidity of the foreclosure judgment, the tax assessment will continue to stand on an unfounded legal basis, subjecting Plaintiff to ongoing financial and legal harm.

102. The foreclosure judgment was obtained through false or misleading documentation submitted to the court, including:

- a. The Ocwen Assignment, executed on November 7, 2012, by Ocwen through its employee Yamali Martinez, falsely purporting to be executed under MERS' authority when, in fact, it was a self-assignment designed to fabricate standing.
- b. The Ocwen Assignment falsely represented that MERS, acting on behalf of Ownit Mortgage Solutions, transferred the Mortgage to U.S. Bank, c/o Ocwen, when no legitimate transfer occurred.
- c. The Ocwen Assignment misrepresented compliance with Florida's Uniform Commercial Code (UCC) and Fla. Stat. §§ 817.535 and 817.29, by asserting ownership and enforceability that did not legally exist.

103. The foreclosure judgment was further procured through material misrepresentations regarding standing and compliance with foreclosure procedures, including:

- a. U.S. Bank lacked standing at the time it initiated the Foreclosure 2017;
- b. The Ocwen Assignment, executed in 2012, was a self-assignment, fraudulently recorded to create the false appearance of standing for a subsequent foreclosure.

104. The foreclosure judgment was further procured through material misrepresentations regarding standing and compliance with foreclosure procedures, including:

- a. U.S. Bank lacked standing at the time it initiated the 2007 foreclosure action, as no recorded assignment existed when the lawsuit was filed;
- b. The US Assignment, executed on August 14, 2009—nearly two years after the 2007 foreclosure action began—falsely purported to retroactively assign the mortgage interest to U.S. Bank;
- c. The Ocwen Assignment, executed in 2012, was a self-assignment fraudulently recorded to create the false appearance of standing for the subsequent foreclosure.

105. The foreclosure judgment was also procured through fundamental procedural defects that violated Florida law and deprived Plaintiff of a fair adjudication of his property rights, including:

- a. The foreclosure complaint was unsigned and unverified, violating Florida procedural rules, which require verification and attorney certification in foreclosure actions.
- b. The complaint failed to attach a valid assignment of mortgage at the time of filing, meaning U.S. Bank had no recorded interest when it sought foreclosure.

106. Due to the false documentation, material misrepresentations, and procedural deficiencies, the foreclosure judgment was wrongfully obtained and must be declared void ab initio and unenforceable as a matter of law.

107. A declaratory judgment is necessary to resolve the uncertainty surrounding the foreclosure judgment and to establish that the tax assessment imposed against Plaintiff lacks a valid legal foundation, as it was premised upon an invalid foreclosure.

#### **Prayer for Relief**

108. **WHEREFORE**, Plaintiff respectfully requests that this Court enter a declaratory judgment, pursuant to Fla. Stat. § 86.011, as follows:

- a. Declaring that the foreclosure judgment entered in Case No. 2017-020587-CA-01 is void ab initio and without legal effect;
- b. Declaring that the Ocwen Assignment was false, misleading, and legally ineffective in transferring any ownership rights to U.S. Bank;
- c. Declaring that U.S. Bank lacked standing at the time it filed the foreclosure action, rendering the entire proceeding defective and void;
- d. Declaring that the foreclosure action was procedurally defective due to Defendants' filing of an unsigned and unverified complaint, which violated mandatory procedural requirements under Florida law, misled the court, and deprived Plaintiff of a fair opportunity to

contest the foreclosure, thereby contributing to the wrongful foreclosure;

- e. Declaring that the tax assessment against Plaintiff, premised on a foreclosure judgment procured through the use of false assignments, material misrepresentations, and procedural deficiencies, lacks legal foundation and is unenforceable. This declaratory relief is necessary to establish the basis for further relief sought in this action, including Plaintiff's claims against Defendant Jose Marrero in his official capacity, as set forth in the corresponding cause of action.
- f. Declaring that Plaintiff reserves the right to seek additional remedies, including claims for monetary damages and further injunctive relief, in future proceedings arising from Defendants' conduct.
- g. Granting such other and further relief as the Court deems just and proper.

### **COUNT III**

#### **DECLARATORY JUDGMENT UNDER FLA. STAT. § 86.011 PURSUANT TO FLA. R. CIV. P. 1.540(b)(4) (VOID JUDGMENTS) AND 1.540(b)(2) (NEWLY DISCOVERED EVIDENCE)**

#### **(Seeking Declaration that Foreclosure Judgment is Void and Unenforceable)**

109. Plaintiff re-alleges and incorporates by reference Paragraphs 1 through 86 as if fully set forth herein.

110. This is an action for declaratory relief against Defendants U.S. Bank and PHH Corporation as successor by merger to Ocwen Loan Servicing, LLC, pursuant to Fla. Stat. § 86.011 and Fla. R. Civ. P. 1.540(b)(4) and 1.540(b)(2), seeking a declaration that the final judgment of foreclosure entered in Case No. 2017-020587-CA-01 is void and unenforceable as a matter of law.

**Basis For Relief Under Rule 1.540(b)(4)**  
**(Void Judgments)**

111. A judgment is void under Fla. R. Civ. P. 1.540(b)(4) when the court lacked jurisdiction over the subject matter or the judgment was entered in a manner inconsistent with due process.

112. The foreclosure judgment entered against Plaintiff is void because it was obtained through false documentation, misrepresentations, and fundamental procedural deficiencies that deprived the Circuit Court of the legal authority to render judgment.

113. Specifically, the foreclosure complaint relied upon the Ocwen Assignment, which:

- a. Was a false self-assignment executed by Ocwen in 2012, in which Ocwen, acting through its employee Yamali Martinez, falsely purported to assign the Mortgage to U.S. Bank while simultaneously servicing the same loan;
- b. Misrepresented Ocwen's authority by falsely listing MERS as the assignor, despite Yamali Martinez being an employee of Ocwen, not MERS, at the time of execution;
- c. Was executed and recorded solely to fabricate standing for U.S. Bank, which otherwise had no enforceable interest in the Mortgage at the time of the foreclosure filing; and
- d. Created a fraudulent chain of title that was relied upon by the court in rendering its foreclosure judgment.

114. In addition to the Ocwen Assignment, the foreclosure complaint itself was:

- a. Unsigned and unverified, in violation of Florida procedural rules requiring verification in foreclosure actions;
- b. Defective for failing to attach a valid assignment of mortgage at the time of filing; and
- c. Filed without proper standing, as U.S. Bank's interest was solely dependent on the fraudulent Ocwen Assignment.

115. Because the foreclosure judgment was based on fraudulent documentation, material misrepresentations, and procedural deficiencies, the trial court lacked jurisdiction to enter the judgment, rendering it void ab initio under Fla. R. Civ. P. 1.540(b)(4).

**Basis For Relief Under Rule 1.540(b)(2)**  
**(Newly Discovered Evidence)**

116. Separately, relief is warranted under Fla. R. Civ. P. 1.540(b)(2) based on newly discovered evidence that could not have been obtained earlier through due diligence.

117. On June 3, 2024, the Florida Department of Revenue (FDOR) issued a documentary stamp tax assessment against Plaintiff, asserting that the Mortgage remained enforceable as of May 2019 when the Quitclaim Deed was recorded.

118. Plaintiff, believing the assessment related to another property, promptly disputed the debt in communications with the FDOR. However, it was only on March 12, 2025, during a phone call with FDOR representative Jose Marrero, that Plaintiff was explicitly informed that the tax assessment was tied to the Property at issue in this foreclosure case.

119. The tax assessment confirms that the Defendants' false representations regarding the Mortgage's enforceability continued to have ongoing legal and financial consequences for Plaintiff, well beyond the foreclosure judgment.

120. This newly discovered evidence is material because it demonstrates that:

- a. The US Assignment, Ocwen Assignment, and foreclosure judgment were relied upon by state authorities in making legal determinations about Plaintiff's property rights, despite the fact that each of these documents contained material misrepresentations regarding ownership, enforceability, and transfer of the Mortgage.

- b. The US Assignment, executed on August 14, 2009, but purportedly retroactive to October 3, 2007, was fraudulent or void because:
  - i. At the time of the alleged retroactive assignment, Ownit Mortgage Solutions had already ceased operations and filed for bankruptcy, making any purported authorization of the assignment impossible;
  - ii. The US Assignment contained materially misleading and inaccurate statements, falsely suggesting that the mortgage had been lawfully transferred before the foreclosure action was initiated;
  - iii. No prior assignment or recorded instrument established that MERS or Ownit had the authority to transfer the Mortgage to U.S. Bank at the time the US Assignment was executed.
- c. The Ocwen Assignment, executed on November 7, 2012, further compounded the fraudulent chain of title by falsely representing that MERS, as nominee for Ownit, transferred the mortgage to U.S. Bank c/o Ocwen, when, in fact, the document was self-executed by an Ocwen employee acting under MERS' name, rendering it a false self-assignment.
- d. The tax assessment itself is a direct result of Defendants' wrongful foreclosure and misrepresentations, as it was based on the assumption that the Mortgage remained valid at the time of the May 2019 Quitclaim Deed.
- e. But for the fraudulent US Assignment, the Ocwen Assignment, and the foreclosure judgment, no tax assessment would have been imposed, as the Mortgage would have been legally unenforceable by May 2019.

121. The newly discovered evidence could not have been obtained earlier with due diligence, as the FDOR only confirmed the specific property at issue in March 2025, well after the foreclosure judgment.

### **Necessity Of Declaratory Relief**

122. An actual, present, and justiciable controversy exists regarding whether the foreclosure judgment is void and unenforceable due to fraudulent assignments, material misrepresentations, and fundamental procedural defects.

123. A judicial declaration is necessary to clarify Plaintiff's rights, as the foreclosure judgment and fraudulent assignments continue to cause Plaintiff legal and financial harm, including the wrongful tax assessment imposed by the FDOR.

### **Request For Relief**

124. **WHEREFORE**, Plaintiff respectfully requests that this Court enter a declaratory judgment pursuant to Fla. Stat. § 86.011 and Fla. R. Civ. P. 1.540(b), declaring that:

- a. The foreclosure judgment entered in Case No. 2017-020587-CA-01 is void ab initio and unenforceable as a matter of law pursuant to Fla. R. Civ. P. 1.540(b)(4);
- b. The foreclosure judgment was obtained through false documentation, material misrepresentations, and fundamental procedural defects, including reliance on the fraudulent Ocwen Assignment;
- c. The newly discovered tax assessment issued by the FDOR constitutes material new evidence, warranting relief under Fla. R. Civ. P. 1.540(b)(2);
- d. Plaintiff expressly reserves the right to seek additional remedies, including claims for monetary damages and injunctive relief, in future proceedings arising from Defendants' conduct and the declarations sought herein;
- e. The tax assessment against Plaintiff, premised on the fraudulent foreclosure judgment and the false assumption that the Mortgage remained enforceable in May 2019, lacks legal foundation and is unenforceable. This declaratory relief is necessary to establish the basis for further relief sought in this action, including claims against

Defendant Jose Marrero in his official capacity, as set forth in the corresponding cause of action; and

- f. Granting such other and further relief as this Court deems just and proper.

#### **COUNT IV**

### **DECLARATORY JUDGMENT UNDER FLA. STAT. § 86.011 AND REMOVAL OF FRAUDULENT RECORDS UNDER FLA. STAT. § 817.535 Against PHH Corporation and U.S. Bank**

125. Plaintiff incorporates by reference Paragraphs 1 through 86 as if fully set forth herein.

126. This is an action against Defendants PHH Corporation and U.S. Bank for declaratory relief pursuant to Fla. Stat. § 86.011, seeking a judicial determination that the following recorded instruments are null, void ab initio, and legally unenforceable:

- a. The US Assignment, recorded on August 24, 2009, in Miami-Dade County Official Records at Book 26989, Page 3759.
- b. The Ocwen Assignment, recorded on November 7, 2012, in Miami-Dade County Official Records at Book 28399, Page 2421.

127. Additionally, Plaintiff seeks relief under Fla. Stat. § 817.535, which prohibits any person from knowingly filing, causing to be filed, or directing another to file in the public records any instrument containing a materially false, fictitious, or fraudulent statement or representation, with knowledge of its falsity and intent to defraud or harass another person.

#### **Timeliness of This Cause of Action**

128. This claim is timely under Fla. Stat. § 817.535(8), which expressly provides that a person adversely affected by a materially false or fraudulent recorded instrument has a civil cause of action, regardless of whether criminal charges are pursued. The statute imposes no express time limitation for bringing

an action, and the ongoing presence of fraudulent instruments in public records continues to inflict harm upon Plaintiff.

129. The fraudulent assignments at issue remain publicly recorded in the Miami-Dade County Public Records, creating a continuing violation that adversely affects Plaintiff's property rights and financial standing.

130. This ongoing harm was most recently demonstrated on June 3, 2024, when the Florida Department of Revenue (FDOR) relied on the fraudulent assignments in imposing a wrongful tax assessment against Plaintiff. The FDOR's reliance on these false recorded instruments triggered new and ongoing financial damages, making this action timely and necessary.

### **Violations of Fla. Stat. § 817.535**

131. Defendants knowingly caused the filing of materially false, fictitious, and fraudulent documents in the public records, in direct violation of Fla. Stat. § 817.535(2)(a), which prohibits the recording of instruments containing false statements regarding an interest in real property with intent to defraud.

132. The US Assignment is fraudulent and void because:

- a. It falsely purports to assign the Mortgage to U.S. Bank retroactively to October 3, 2007, despite being executed on August 14, 2009, nearly two years after U.S. Bank filed its foreclosure action.
- b. It lacked authorization from Ownit or MERS, meaning the assignor had no valid interest to transfer at the time of execution.
- c. It contained materially false statements regarding ownership, authority, and the effective date of transfer, falsely implying that U.S. Bank had standing to foreclose in 2007, when it did not.

133. The Ocwen Assignment is fraudulent and void because:

- a. It was executed by Ocwen's employee, Yamali Martinez, falsely representing herself as an Assistant Secretary of MERS, when in fact, she was an Ocwen employee with no actual authority to execute such a transfer.

- b. It self-assigned the Mortgage from MERS to U.S. Bank under Ocwen's control, fabricating a chain of title.
- c. It contained material misrepresentations regarding ownership, authority, and compliance with Florida's Uniform Commercial Code (UCC) and Florida recording laws.

### **Legal Consequences of Fraudulent Assignments**

134. The continued presence of these false assignments in the Miami-Dade County Public Records:

- a. Created a false appearance of ownership and enforceability of the Mortgage, misleading courts and state agencies;
- b. Enabled Defendants to pursue a foreclosure judgment based on a fraudulent chain of title;
- c. Led directly to the wrongful tax assessment imposed by the Florida Department of Revenue, causing ongoing financial harm to Plaintiff; and
- d. Continues to cloud title to the Property, interfering with Plaintiff's ability to assert his property rights and pursue financial and legal remedies.

135. Plaintiff has a clear legal interest in ensuring that these fraudulent instruments are declared void and removed from public records to prevent further harm, including the wrongful enforcement of a tax assessment premised on false information.

### **Request For Relief**

136. WHEREFORE, Plaintiff respectfully requests that this Court enter judgment in favor of Plaintiff and against Defendants, granting the following relief:

- a. Declaring that the US Assignment recorded in Miami-Dade County Official Records at Book 26989, Page 3759, and the Ocwen Assignment recorded at Book 28399, Page 2421, are null, void ab initio, and legally unenforceable;

- b. Declaring that Ocwen and U.S. Bank knowing filing of false mortgage assignments in public records violated Fla. Stat. § 817.535, and that these instruments must be invalidated;
- c. Declaring that PHH Corporation is liable for the unlawful conduct of Ocwen, as described herein;
- d. Ordering the removal of the US Assignment and Ocwen Assignment from the Miami-Dade County Public Records pursuant to Fla. Stat. § 817.535(8);
- e. Declaring that the continued presence of these fraudulent instruments in public records creates a cloud on title, interferes with Plaintiff's legal rights, and must be remedied through their judicial invalidation and removal;
- f. Declaring that the tax assessment imposed against Plaintiff by the Florida Department of Revenue was premised on fraudulent mortgage assignments and is unenforceable (as further detailed in the corresponding cause of action);
- g. Plaintiff expressly reserves the right to seek additional remedies, including claims for monetary damages and injunctive relief, in future proceedings arising from Defendants' conduct and the declarations sought herein;
- h. Granting such further relief as this Court deems just and proper.

## **COUNT V**

### **DECLARATORY JUDGMENT UNDER FLA. STAT. § 86.011 BASED ON CONTRACT INTERPRETATION (STATUTE OF LIMITATIONS) Against PHH Corporation and U.S. Bank**

137. Plaintiff re-alleges and incorporates by reference Paragraphs 1 through 86 as if fully set forth herein.

138. This is an action against Defendants PHH Corporation and U.S. Bank for declaratory relief pursuant to Fla. Stat. § 86.011, seeking a judicial determination that:

- a. The mortgage is unenforceable under Florida's statute of limitations (Fla. Stat. § 95.11(2)(c)).
- b. The foreclosure judgment entered in 2017 was void ab initio, as it was based on a mortgage that had already become unenforceable due to the expiration of the statute of limitations.
- c. The tax assessment against Plaintiff, premised on the validity of the mortgage and foreclosure judgment, lacks legal foundation and is unenforceable.

139. The Mortgage at issue contains the following key contractual provisions relevant to the statute of limitations determination: a. Acceleration Clause (Section 18 and 22) – The Mortgage grants the lender the right to accelerate the debt upon default, making the entire balance due immediately. b. Reinstatement Clause (Section 19) – The Mortgage allows reinstatement only if the borrower cures the default before final judgment or five days before the foreclosure sale. c. Lawsuit Conditions (Section 22) – The lender is required to provide notice before initiating foreclosure proceedings.

140. Under Florida law, a mortgage foreclosure action is subject to a five-year statute of limitations under Fla. Stat. § 95.11(2)(c). The statute of limitations begins to run when the lender accelerates the mortgage.

141. Upon a finding by this Court that U.S. Bank was a legal successor in interest to Ownit Mortgage Solutions, then the foreclosure actions filed in 2007 and 2013 constituted an election to accelerate the loan, triggering the five-year statute of limitations under Fla. Stat. § 95.11(2)(c). Alternatively, if U.S. Bank lacked lawful authority to accelerate due to the fraudulent and void nature of the US Assignment, then any subsequent foreclosure action, including the 2017 action, was improperly predicated upon a defective chain of title, rendering the foreclosure judgment invalid as a matter of law.

142. No valid rescission of acceleration was recorded, and no reinstatement of the loan occurred after acceleration.

143. Because more than five years elapsed from the initial acceleration (2007 and/or 2013) without reinstatement or a new, independent cause of

action, any attempt to foreclose after that period violated Florida's statute of limitations, rendering enforcement of the mortgage legally impermissible as of May 2019.

144. Accordingly, the foreclosure judgment entered in 2018 was predicated on a time-barred mortgage, making it unenforceable under Florida law.

145. Further, because the Florida Department of Revenue relied on the mortgage's validity in assessing taxes against Plaintiff, the tax assessment is also legally defective.

### **Request for Relief**

146. WHEREFORE, Plaintiff respectfully requests that this Court enter a judgment in favor of Plaintiff and against Defendants, granting the following relief:

- a. Declaring that the Mortgage became unenforceable as of May 2019 under Florida Statutes § 95.11(2)(c) due to the expiration of the statute of limitations, precluding any further foreclosure enforcement;
- b. Declaring that the foreclosure judgment entered in Case No. 2017-020587-CA-01 was entered in violation of Florida law and is unenforceable as a matter of law;
- c. Declaring that the tax assessment imposed against Plaintiff, premised on the foreclosure judgment and purported enforceability of the Mortgage, lacks legal foundation and is therefore unenforceable;
- d. Declaring that PHH Corporation is liable for the unlawful conduct of Ocwen, as described herein, including but not limited to its role in participation in wrongful foreclosure actions;
- e. Declaring that Plaintiff expressly reserves the right to seek additional remedies, including claims for monetary damages and injunctive relief, in future proceedings arising from Defendants' conduct and the declarations sought herein;

f. Granting such further relief as this Court deems just and proper.

## COUNT VI

### **DECLARATORY JUDGMENT UNDER FLA. STAT. § 86.011 FOR BREACH OF CONTRACT (MORTGAGE NULLITY AND UNENFORCEABILITY) Against U.S. Bank and PHH Corporation**

147. Plaintiff re-alleges and incorporates by reference Paragraphs 1 through 69 as if fully set forth herein.

148. This is an action for declaratory relief is brought against U.S. Bank and PHH Corporation, pursuant to Fla. Stat. § 86.011, seeking a judicial determination that the Mortgage is unenforceable, null, and void due to Defendants' breaches of the Mortgage contract, including (i) expiration under Florida's statute of limitations, and (ii) material violations of the contract's provisions regarding acceleration and foreclosure.

149. A bona fide, actual, present, and practical controversy exists regarding the enforceability of the Mortgage, requiring judicial resolution.

#### **Primary Basis: Expiration of Statute of Limitations**

150. Pursuant to Fla. Stat. § 95.11(2)(c), foreclosure actions must be brought within five years of acceleration. The Mortgage provides in Paragraph 18 that upon default, the lender "may require immediate payment in full of all sums secured by this Security Instrument"—an act constituting acceleration.

151. Upon a finding by this Court that U.S. Bank was a legal successor in interest to Ownit Mortgage Solutions, then the 2007 and 2013 foreclosure actions constituted an election to accelerate the loan, triggering the five-year statute of limitations under Fla. Stat. § 95.11(2)(c).

152. Alternatively, if the US Assignment is found null and void due to misrepresentations and material inaccuracies, then its execution and subsequent reliance in Foreclosure-07 constitute a material breach of the Mortgage agreement, rendering the Mortgage null and unenforceable as of that date.

153. Assuming arguendo that the Court finds the US Assignment to be legally executed and recorded, then the Ocwen Assignment remains fraudulent and materially false, as it contains false statements regarding authority, transfer, and compliance with Florida law. Because the Ocwen Assignment was relied upon as the basis for Foreclosure-13 and Foreclosure-17, the foreclosure action was pursued in breach of the Mortgage contract, thereby nullifying the Mortgage and rendering it unenforceable as a matter of law.

154. No valid rescission of acceleration was recorded, and no payments were made after acceleration. Therefore, by May 2019, more than five years after acceleration without reinstatement or a valid new cause of action, the Mortgage was time-barred and unenforceable as a matter of law.

155. Consequently, the foreclosure judgment entered in Case No. 2017-020587-CA-01 was predicated on an unenforceable Mortgage and is itself void and of no legal effect.

**Alternative Basis: Breach of Contract by Fraudulent Foreclosure Filings  
(Ocwen Assignment)**

156. Alternatively, even if the statute of limitations does not apply, the Mortgage is unenforceable due to Defendants' breach of its provisions regarding acceleration and foreclosure.

157. Paragraph 18 and 22 of the Mortgage requires a valid basis for acceleration, including a properly recorded chain of title. However, Defendants materially breached the Mortgage contract by relying on the Ocwen Assignment, which was:

- a. A fraudulent self-assignment executed by Ocwen under the guise of MERS' authority, despite Ocwen lacking any legitimate interest to transfer;
- b. Executed by Ocwen's employee Yamali Martinez, falsely identifying herself as an Assistant Secretary of MERS to create the appearance of authority;
- c. Filed to fabricate U.S. Bank's standing, despite no valid transfer from Ownit Mortgage Solutions to U.S. Bank; and

- d. The sole instrument relied upon in the 2017 foreclosure action, making the foreclosure judgment unenforceable due to material misrepresentations regarding standing and ownership.

158. A lender that materially breaches a mortgage contract cannot enforce it. The reliance on fraudulent documents as a basis for foreclosure constitutes a material breach of contract, negating the lender's right to enforce the Mortgage.

#### **Causation & Need for Declaration**

159. The fraudulent foreclosure action and resulting judgment directly caused the Florida Department of Revenue (FDOR) to impose a tax assessment on Plaintiff, under the assumption that the Mortgage was valid and enforceable in May 2019.

160. If the Mortgage was unenforceable as of May 2019, then the tax assessment premised on the foreclosure judgment lacks a legal basis and is unenforceable.

161. A judicial declaration is necessary to clarify Plaintiff's legal rights, resolve uncertainty concerning the enforceability of the Mortgage, and prevent further harm arising from Defendants' wrongful foreclosure actions.

#### **Request For Relief**

162. WHEREFORE, Plaintiff respectfully requests that this Court enter a judgment in favor of Plaintiff and against Defendants, granting the following relief:

- a. Declaring that the Mortgage was unenforceable as of May 2019 due to expiration of the statute of limitations under Fla. Stat. § 95.11(2)(c);
- b. Alternatively, declaring that the Mortgage is unenforceable due to Defendants' material breach of contract, including the reliance on the fraudulent Ocwen Assignment;

- c. Declaring that the foreclosure judgment in Case No. 2017-020587-CA-01 is void ab initio as it was predicated upon an unenforceable Mortgage;
- d. Declaring that the tax assessment imposed against Plaintiff, premised on the foreclosure judgment and purported enforceability of the Mortgage, lacks legal foundation and is unenforceable (as further detailed in the corresponding cause of action);
- e. Declaring that PHH Corporation is liable for the unlawful conduct of Ocwen, as described herein;
- f. Plaintiff expressly reserves the right to seek additional remedies, including claims for monetary damages and injunctive relief, in future proceedings arising from Defendants' conduct and the declarations sought herein;
- g. Granting such further relief as this Court deems just and proper.

## **COUNT VII**

### **DECLARATORY JUDGMENT UNDER FLA. STAT. § 86.011 FOR VIOLATIONS OF THE FLORIDA CIVIL REMEDIES FOR CRIMINAL PRACTICES ACT (FLORIDA RICO, FLA. STAT. §§ 772.101-772.119) Against U.S. Bank and PHH Corporation**

163. Plaintiff realleges and incorporates by reference Paragraphs 1 through 86, and 119 through 123 as if fully set forth herein.

164. This action is brought against U.S. Bank and PHH Corporation (as successor by merger to Ocwen Loan Servicing, LLC).

165. Plaintiff seeks a declaratory judgment under Fla. Stat. § 86.011, declaring that Ocwen and U.S. Bank, through their participation in a pattern of criminal activity, violated Florida's Civil Remedies for Criminal Practices Act (Florida RICO, Fla. Stat. §§ 772.101-772.119) by engaging in conduct constituting criminal acts under Fla. Stat. §§ 817.535 and 817.29, thereby rendering the mortgage unenforceable as of May 2019, when the tax assessment was imposed.

166. Plaintiff does not seek monetary damages under this count but expressly reserves the right to pursue additional remedies, including monetary damages, in future proceedings based on the declarations sought herein.

### **The RICO Enterprise**

167. In or around 2007, U.S. Bank, in coordination with unknown individuals, attorneys, title officers, and financial entities, established an association-in-fact enterprise (the "USO Enterprise") with the primary purpose of manipulating mortgage records, misrepresenting ownership interests in real property, and executing fraudulent foreclosure proceedings to unlawfully acquire title and obscure financial transactions.

168. The USO Enterprise engaged in a pattern of fraudulent activity by fabricating, recording, and enforcing false mortgage assignments, enabling U.S. Bank to initiate foreclosure proceedings without legitimate standing.

169. As part of this scheme, U.S. Bank recorded the US Assignment on August 24, 2009, fraudulently purporting to have acquired ownership of the mortgage retroactively to October 3, 2007, despite lacking any lawful authority to do so.

170. In 2012, Ocwen joined and took an active role in directing the USO Enterprise, further advancing its fraudulent foreclosure operations by:

- a. Executing and recording the Ocwen Assignment on November 7, 2012—a self-assignment falsely purporting to transfer the mortgage from MERS to U.S. Bank;
- b. Falsely representing its employee, Yamali Martinez, as an Assistant Secretary of MERS, when in fact, she was an Ocwen employee with no authority to execute such a transfer;
- c. Fabricating a chain of title to enable U.S. Bank to wrongfully foreclose on the Property in 2017.

171. The fraudulent foreclosure judgment entered in 2018 was predicated on the Ocwen Assignment (2012), a key instrument used to further the USO Enterprise's unlawful objectives.

172. The effects of this scheme remain ongoing, as evidenced by the 2024 Florida Department of Revenue tax assessment against Plaintiff, directly stemming from the fraudulent foreclosure judgment.

173. The USO Enterprise's primary objective was to fraudulently acquire title to real property, profit from foreclosure proceedings, and conceal financial transactions linked to unlawful mortgage assignments and servicing practices. This was accomplished through:

- a. Fabricating mortgage assignments to create the false appearance of lawful ownership transfers;
- b. Concealing Ocwen's self-dealing practices by routing ownership claims through U.S. Bank as trustee;
- c. Executing foreclosure actions based on fraudulent documentation while Ocwen was actively under federal investigation for unlawful mortgage servicing practices.

174. By exploiting the foreclosure system under the guise of legitimate mortgage servicing and banking operations, the USO Enterprise evaded regulatory scrutiny while systematically depriving borrowers of their property rights through fraudulent means.

### **Pattern of Criminal Activity**

175. Under Fla. Stat. § 772.102(4), a "pattern of criminal activity" requires at least two predicate acts of criminal conduct occurring within a five-year period.

176. Ocwen and U.S. Bank engaged in a pattern of criminal activity by committing, attempting to commit, and conspiring to commit at least two separate predicate acts in violation of Florida law, including:

177. Violation of Fla. Stat. § 817.535 (Fraudulent Filing of False Documents Affecting Real Property);

178. Violation of Fla. Stat. § 817.29 (False Statements in Public Records);

179. Conspiracy to Violate Fla. Stat. §§ 817.535 and 817.29.

180. Plaintiff incorporates by reference Paragraphs 126 through 130, which detail Defendants' violations of Fla. Stat. § 817.535, including the

fraudulent execution and recording of the US Assignment and the Ocwen Assignment, which formed the basis for the foreclosure action and the wrongful tax assessment.

181. Ocwen and U.S. Bank knowingly filed materially false, fictitious, and fraudulent mortgage assignments in Miami-Dade County Public Records, in direct violation of Fla. Stat. § 817.535. These instruments falsely conveyed ownership and enforceability of the Mortgage, despite Defendants' knowledge of their legal deficiencies.

182. The Ocwen Assignment, recorded on November 7, 2012, and the US Assignment, recorded on August 24, 2009, contained false statements regarding:

- a. Ownership interests – Misrepresenting U.S. Bank's legal right to enforce the Mortgage;
- b. Authority – Purporting to transfer mortgage rights without proper authorization from Ownit or MERS;
- c. Standing – Creating a fabricated chain of title to wrongfully facilitate foreclosure proceedings.

183. U.S. Bank and Ocwen knowingly relied on these fraudulent assignments to initiate foreclosure proceedings and misrepresent U.S. Bank's standing before the court in Case No. 2017-020587-CA-01.

184. Defendants' fraudulent filings and misrepresentations directly:

- a. Led to a wrongful foreclosure judgment, allowing U.S. Bank to acquire title through fraud;
- b. Caused the Florida Department of Revenue to impose an improper tax assessment, based on the false assumption that the Mortgage remained valid;
- c. Continued to cloud title and interfere with Plaintiff's property rights.

185. In furtherance of their scheme, Defendants conspired to violate Fla. Stat. §§ 817.535 and 817.29, by:

- a. Creating and recording false mortgage assignments to fabricate legal standing;

- b. Using the fraudulent documents in foreclosure proceedings to unlawfully obtain a judgment;
- c. Concealing the fraudulent nature of these instruments through coordinated efforts between U.S. Bank and Ocwen.

186. Defendants knowingly participated in this conspiracy, taking overt acts in furtherance of the scheme, including:

- a. The execution and recording of false mortgage assignments;
- b. The use of fraudulent instruments in foreclosure litigation;
- c. The misrepresentation of title and standing to wrongfully deprive Plaintiff of his property rights.

187. Ocwen and U.S. Bank knowingly participated in this conspiracy and took overt acts in furtherance of the scheme, including the creation, execution, and filing of false mortgage documents.

#### **Justiciable Controversy and Need for Declaratory Relief**

188. An actual, present, and justiciable controversy exists regarding the validity of Defendants' recorded assignments and foreclosure judgment, which serve as the legal basis for the wrongful tax assessment imposed on Plaintiff.

189. The Florida Department of Revenue's tax assessment is based upon the false premise that the mortgage and foreclosure judgment were valid, when in fact, they were procured through a pattern of criminal activity.

190. A declaration from this Court is necessary to establish that: a. The Ocwen Assignment was fraudulently created, recorded, and relied upon in violation of Fla. Stat. §§ 817.535 and 817.29. b. Defendants engaged in a pattern of criminal activity under Fla. Stat. § 772.102(4). c. The foreclosure judgment was obtained through fraudulent means and is void. d. The tax assessment imposed against Plaintiff lacks legal basis and must be invalidated.

#### **Prayer for Relief**

191. WHEREFORE, Plaintiff respectfully requests that this Court enter a declaratory judgment pursuant to Fla. Stat. § 86.011, as follows:

- a. Declaring that Ocwen and U.S. Bank violated and conspired to violate Fla. Stat. §§ 817.535 and 817.29;

- b. Declaring that Ocwen and U.S. Bank engaged in a pattern of criminal activity under Fla. Stat. § 772.102(4);
- c. Declaring that the Ocwen Assignment is null, void, and of no legal effect;
- d. Declaring that the US Assignment is null, void, and of no legal effect;
- e. Declaring that the foreclosure judgment entered in Case No. 2017-020587-CA-01 is unenforceable as a product of criminal activity;
- f. Declaring that Defendant PHH Corporation, as successor by merger to Ocwen Loan Servicing, LLC, is liable for the unlawful conduct of Ocwen described herein, including its role in the fraudulent creation, execution, and use of false mortgage documents and its participation in the USO Enterprise;
- g. Declaring that Plaintiff expressly reserves the right to seek additional relief, including damages, in future proceedings;
- h. Declaring that the tax assessment against Plaintiff, premised on the fraudulent mortgage and foreclosure, lacks legal foundation and is unenforceable, as it is based on assignments of mortgage and a foreclosure judgment procured through unlawful conduct. This declaratory relief is necessary to establish the basis for further relief sought in this action, including the claims against Defendant Jose Marrero in his official capacity, as set forth in the corresponding cause of action;
- i. Granting any other relief this Court deems just and proper.

**COUNT VIII**

**DECLARATORY JUDGMENT UNDER FLA. STAT. § 86.011 –  
CLARIFICATION UNDER FLA. STAT. § 702.036  
(FINALITY OF FORECLOSURE SALES)**

**Against Dmg Investment Trust LLC, Yoel Dominguez, And Yazmin  
Dominguez (Contingent Claim)**

192. Plaintiff incorporates by reference Paragraphs 1 through 86 as if fully set forth herein.

193. This cause of action is contingent upon the Court's ruling in favor of Plaintiff on any of the preceding causes of action, including but not limited to:

- a. The declaration that the foreclosure judgment was void ab initio due to fraud, procedural defects, and lack of jurisdiction;
- b. The declaration that the Ocwen Assignment was fraudulent and null and void ab initio;
- c. The declaration that the mortgage was unenforceable under Florida's statute of limitations or due to breach of contract.

194. If the Court finds in favor of Plaintiff on any of these causes of action, it must determine the legal implications of such rulings on subsequent title transfers, specifically whether Defendants DMG Investment Trust LLC, Yoel Dominguez, and Yazmin Dominguez qualify as bona fide purchasers under Fla. Stat. § 702.036.

**Judicial Clarification Regarding Bona Fide Purchaser Status**

195. Florida Statutes § 702.036(2)(a) generally limits courts from granting relief that would adversely affect the quality or character of title to real property when the property has been acquired for value by a person not affiliated with the foreclosing lender and where no lis pendens was recorded at the time of transfer. However, such protection applies only if the transferee qualifies as a bona fide purchaser for value, meaning one who acquires title in good faith, without actual or constructive notice of title defects or prior adverse claims.

196. Plaintiff respectfully seeks a judicial determination as to whether DMG Investment Trust LLC and its successors in title, Yoel and Yazmin Dominguez, meet the legal standard for bona fide purchasers under § 702.036. Should the Court determine that any of these Defendants had actual or constructive notice of the underlying title defects, they would not be entitled to the statutory protections of subsection (2)(a), and the relief sought herein—including declaratory and injunctive relief affecting title—would remain available under Florida law.

197. The foreclosure judgment in Case No. 2017-020587-CA-01 was predicated on mortgage assignments that, as alleged in this Complaint, contain

material inaccuracies, including false statements of authority and improper execution. These defects provide a substantial and colorable basis for relief under Florida law and warrant further judicial inquiry into the legitimacy of the chain of title.

198. Further, public records reveal clear irregularities in the title history, including:

- a. The execution of a self-assignment of mortgage by an Ocwen employee falsely identified as an officer of MERS;
- b. The use of a Special Warranty Deed rather than a General Warranty Deed in the transfer to DMG Trust;
- c. The appearance of familial or internal connections between DMG Trust and its transferees (Yoel and Yazmin Dominguez), suggesting that they may not have acquired the property at arm's length or without notice.

199. Public records indicate that the Special Warranty Deed transferring the Property to DMG Investment Trust LLC lists the Property itself—15465 SW 19 Way, Miami, FL 33185—as the grantee's address. This fact raises substantial doubt as to whether the transfer was made in good faith or at arm's length, and whether DMG Trust had prior possession or knowledge of title defects. The use of the subject property as the grantee's address constitutes constructive notice of potential claims and undermines any assertion of bona fide purchaser status under § 702.036(2)(a), Florida Statutes.

200. These facts, taken together, raise a legitimate and justiciable controversy as to whether the transfer of title was shielded by bona fide purchaser protections under § 702.036(2)(a), or whether equitable and legal grounds exist for declaratory or injunctive relief affecting the property.

### **Request for Declaratory Judgment**

201. Plaintiff seeks a limited declaratory judgment under Fla. Stat. § 86.011, clarifying whether DMG Investment Trust LLC, and its successors in title Yoel Dominguez and Yazmin Dominguez, acquired the subject Property as

bona fide purchasers for value under the standard set forth in Fla. Stat. § 702.036(2)(a).

202. This determination is sought contingent upon the Court's findings in Counts I through VII, including any ruling that the foreclosure judgment was void or voidable due to unlawful assignments, procedural deficiencies, or violations of law.

203. Plaintiff specifically contends that the following facts undermine any claim to bona fide purchaser protection:

- a. The Special Warranty Deed recorded on August 30, 2022, lists 15465 SW 19 Way, Miami, FL 33185 (the subject Property) as the grantee's address, raising an inference of prior possession or knowledge;
- b. The transfer occurred via Special Warranty Deed, not General Warranty Deed, suggesting the grantor (U.S. Bank via servicer) was unwilling to warrant clean title;
- c. The prior transfer to DMG Trust was executed by Shellpoint Mortgage Servicing, acting as attorney-in-fact for U.S. Bank — an entity implicated in the allegedly fraudulent conduct;

204. Plaintiff does not seek cancellation of any deed or ownership declaration at this stage, but requests a limited declaratory determination regarding the parties' BFP status, as such clarification will inform any subsequent equitable or compensatory relief sought, without directly affecting title under § 702.036(2)(a).

### **Request for Relief**

205. WHEREFORE, Plaintiff respectfully requests that this Court:

- a. Enter a declaratory judgment pursuant to Fla. Stat. § 86.011, determining whether DMG Investment Trust LLC, and/or Yoel and Yazmin Dominguez, qualify as bona fide purchasers for value under Fla. Stat. § 702.036(2)(a);
- b. Declare that such determination shall be contingent upon and governed by the Court's findings of fact and law in Counts I through

- VII, including any ruling that the foreclosure judgment was procured through unlawful or void instruments;
- c. Clarify that this declaratory judgment shall not itself cancel or impair title but will inform further equitable or compensatory relief, if warranted by the Court's findings;
  - d. Declaring whether Plaintiff retains the right to pursue monetary damages, compensatory relief, or title reestablishment against Defendants in light of the Court's determinations;
  - e. Award Plaintiff such other and further relief as this Court deems just and proper.

### **COUNT IX**

#### **DECLARATORY JUDGMENT AND PROSPECTIVE INJUNCTIVE RELIEF UNDER FLA. STAT. § 86.011 AND DEPARTMENT OF REVENUE V. KUHLEIN, 646 SO. 2D 717, AGAINST DEFENDANT JOSE MARRERO IN HIS OFFICIAL CAPACITY**

206. Plaintiff incorporates by reference Paragraphs 1 through 86 as if fully set forth herein.

207. This is an action for declaratory judgment and prospective injunctive relief against Defendant JOSE MARRERO, in his official capacity as an officer of the Florida Department of Revenue, pursuant to **Fla. Stat. § 86.011** and the controlling Florida Supreme Court decision in *Department of Revenue v. Kuhnlein*, 646 So. 2d 717 (Fla. 1994).

208. Plaintiff seeks prospective relief prohibiting Defendant Marrero, in his official capacity, and any persons acting in active concert or participation with him, including FDOR employees, supervisors, agents, or co-workers who are directly or indirectly involved in enforcing or attempting to enforce the Documentary Stamp Tax assessment related to the subject Property, contingent upon the Court's findings in Plaintiff's favor on one or more of Counts I through VII.

### **Justiciable Controversy Requiring Declaratory Relief**

209. A bona fide, actual, present, and practical controversy exists between Plaintiff and Defendant Marrero regarding the validity and enforceability of the tax assessment issued against Plaintiff based on the presumption that the Mortgage was valid as of May 2019.

210. Plaintiff contends that the Mortgage was unenforceable as of May 2019, and that the foreclosure judgment upon which the tax assessment was based was procured through fraudulent, misleading, or otherwise unlawful means.

211. The tax assessment was directly premised upon recorded instruments that Plaintiff has challenged as fraudulent and void ab initio, including but not limited to the US Assignment and the Ocwen Assignment, as alleged in Counts 1 through VII of this Complaint.

212. If the Court grants declaratory relief in Plaintiff's favor on any of Counts I through VII, the legal foundation for the FDOR's tax assessment would be eliminated, rendering its enforcement improper and unconstitutional under Florida law.

### **Request for Prospective Injunctive Relief**

213. In *Department Of Revenue v. Kuhnlein*, 646 SO. 2D 717, the Florida Supreme Court recognized the right of a taxpayer to challenge the validity of a state-imposed tax through declaratory judgment proceedings and to seek prospective injunctive relief to prevent its unconstitutional enforcement.

214. Defendant Marrero, acting in his official capacity, lacks the legal authority to enforce a tax assessment predicated upon an unlawful foreclosure judgment or otherwise void mortgage instruments.

215. Unless enjoined, Defendant Marrero and the FDOR will continue to enforce the tax assessment against Plaintiff, subjecting him to ongoing financial harm, penalties, imprisonment, and potential liens against his property and assets.

216. Plaintiff has no adequate remedy at law to prevent the imminent and continuing harm caused by the enforcement of this unlawful tax assessment.

### **Request For Relief**

217. WHEREFORE, Plaintiff respectfully requests that this Court enter judgment in favor of Plaintiff and against Defendant Jose Marrero, in his official capacity, and any persons acting in active concert or participation with him, including FDOR employees, supervisors, agents, or co-workers who are directly or indirectly involved in enforcing or attempting to enforce the Documentary Stamp Tax assessment related to the subject Property (collectively, the “FDOR Employees”), granting the following relief:

- a. Declaring that Defendant Marrero and the FDOR Employees lack the legal authority to enforce the Documentary Stamp Tax assessment against Plaintiff, contingent upon the Court’s declaratory findings in Plaintiff’s favor on one or more of Counts I through VII;
- b. Issuing prospective injunctive relief prohibiting Defendant Marrero and the FDOR Employees from taking any enforcement actions related to the Documentary Stamp Tax assessment against Plaintiff, including but not limited to:
  - i. Attempting to collect the tax assessment;
  - ii. Filing liens or encumbrances against Plaintiff’s property or assets;
  - iii. Initiating any collection actions, administrative proceedings, or referrals for enforcement; and
  - iv. Imposing fines, penalties, or any adverse actions in connection with the disputed tax assessment.
- c. Declaring that any enforcement actions taken by Defendant Marrero and the FDOR Employees, based on the foreclosure judgment or recorded instruments found void by this Court, are unlawful, invalid, and without legal effect;
- d. Declaring that Plaintiff expressly reserves all rights to seek additional remedies, including claims for monetary damages and

further injunctive relief, in future proceedings arising from Defendants' conduct and the declarations sought herein;

- e. Granting such other and further relief as this Court deems just and proper.

**JURY DEMAND**

Pursuant to Florida Rule of Civ. Procedure 1.430, Plaintiff hereby requests a trial by jury on all issues triable by jury.

Respectfully submitted on March 21, 2025,

/s/ Eliezer Taveras  
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