

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

CASE NO: 2024-008978-CA-01

SECTION: CA07

JUDGE: Daryl E. Trawick

Perpetual Love Equities, LLC

Plaintiff(s)

vs.

Leila Centner, Trustee et al

Defendant(s)

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FINAL JUDGMENT OF MORTGAGE FORECLOSURE

THIS ACTION was heard before the Court at the Final Hearing on February 14, 2025. The Court having considered the pleadings filed in this matter, including the (i) Verified Complaint for Foreclosure of Mortgages and Damages filed by PLE on May 15, 2024 (the “Complaint”), and (ii) Affidavit of Muhammad Aziz, Controller of DLC Capital Management, LLC, the Manager of Perpetual Love Equities, LLC, and the attachments thereto, heard argument of counsel, and being otherwise fully advised in the premises, finds as follows:

Jurisdiction, Venue, Identification of Parties, and Procedural History

1. Plaintiff Perpetual Love Equities, LLC is a Delaware limited liability company.
2. Defendant, Leila Centner, as Trustee of the 5001 Residence Trust dated June 14, 2021 and, as disclosed in the Public Records, has been since July 09, 2021 (the “5001 Trust”), has an address of 3921 Alton Road #465, Miami Beach Florida 33140, and is the borrower of the loan at issue in this matter.
3. Paraiso Bay Condominium Association, Inc., a Florida Not For Profit Corporation (“Paraiso Bay COA”) may claim some right, title, or interest in the Mortgaged Property (as defined

below) by virtue of that Declaration recorded at Book 28913, Page 4239 in the public records of Miami-Dade County, Florida, or otherwise, but such right, title, or interest, if any, is inferior to and subordinate to PLE's mortgage interests in said property.

4. Paraiso Bay Master Association, Inc., a Florida Not For Profit Corporation ("Paraiso Bay Master") may claim some right, title, or interest in the Mortgaged Property (as defined below) by virtue of that Declaration recorded at Book 28913, Page 4239 in the public records of Miami-Dade County, Florida, or otherwise, but such right, title, or interest, if any, is inferior to and subordinate to PLE's mortgage interests in said property.
5. Andrea D'Alessio, Jr., an individual ("D'Alessio") is an individual residing in Miami-Dade County, Florida, and may claim some right, title, or interest in the Mortgaged Property (as defined below) by virtue of those certain Loan Documents (as defined below) or otherwise, but such right, title, or interest is inferior to and subordinate to PLE's mortgage interests in said property.
6. The 6 D'Alessio's Trust, by and through Leila Centner and Andrea D'Alessio, Jr. as Co-Trustees (the "6D Trust") may claim some right, title, or interest in the Mortgaged Property (as defined below) by virtue of those certain Loan Documents (as defined below) or otherwise, but such right, title, or interest is inferior to and subordinate to PLE's mortgage interests in said property.
7. The Unknown Spouse of Andrea D'Alessio, Jr., (the "Unknown Spouse")^[1] may claim some right, title, or interest in the Mortgaged Property (as defined below) by virtue of possessing said property or otherwise, but such right, title, or interest is inferior to and subordinate to PLE's mortgage interests in said property.
8. The Unknown Parties in Possession of 650 NE 32nd Street PH5001, Miami, Florida 33137 (the "Unknown Possessors")^[2] may claim some right, title, or interest in the Mortgaged Property (as defined below) by virtue of possessing said property or otherwise, but such

right, title, or interest is inferior to and subordinate to PLE's mortgage interests in said property.

9. On May 15, 2024, PLE filed its Amended Verified Complaint for Foreclosure of Mortgage and Damages in this matter seeking, *inter alia*, (i) Count I: the foreclosure of certain real property located in Miami-Dade County, Florida, (ii) Count II: damages from breach of the First Note (as defined below), and (iii) Count III: damages from breach of the Second Note (as defined below).
10. On or about June 28, 2024, Paraiso Bay Master filed an Answer and Affirmative Defenses to PLE's Complaint. The Answer does not raise any valid affirmative defenses and does not prevent entry of summary judgment.
11. On or about July 16, 2024, Paraiso Bay COA filed an Answer and Affirmative Defenses to PLE's Complaint. The Answer does not raise any valid affirmative defenses and does not prevent entry of summary judgment.
12. On or about September 16, 2024, D'Alessio, individually and as co-trustee of the 6D Trust filed an Answer and Affirmative Defenses to PLE's Complaint. The Answer does not raise any valid affirmative defenses and does not prevent entry of summary judgment.
13. On or about October 22, 2024, the 5001 Trust filed an Answer and Affirmative Defenses to PLE's Complaint. The Answer does not raise any valid affirmative defenses and does not prevent entry of summary judgment.
14. The deadline to propound discovery was October 2, 2024, and no party served discovery.
15. The Court has personal jurisdiction of Defendants as they either reside in Florida, own property in Florida, or are otherwise authorized to do business in Florida.
16. The Court has subject matter jurisdiction of this action under Florida Statutes including, without limitation, Section 26.012(2)(g), Florida Statutes.

17. Venue is proper in Miami-Dade County, Florida because the real property at dispute in this matter is situated and located in Miami-Dade County, Florida.

Execution of Loan Documents

18. On or about June 28, 2021, the 5001 Trust, D'Alessio and the 6D Trust executed and delivered that certain Loan Agreement in connection with a Loan to the 5001 Trust (the "Loan Agreement"). *See* November 27, 2024 (the "Aziz Aff.") at ¶ 8.

19. On or about June 28, 2021, the 5001 Trust executed and delivered to PLE a Promissory Note in the original principal amount of \$1,600,000 (the "First Note"). *See id.* at ¶ 9.

20. To secure payment of the First Note, on or about June 28, 2021, the 5001 Trust executed and delivered that certain Mortgage to PLE, which is recorded at Official Records Book 32611, Page 1062 of the Public Records of Miami-Dade County, Florida (the "Mortgage"). *See id.* at ¶ 10.

21. The Mortgage grants PLE a mortgage on certain real property owned by the 5001 Trust located in Miami-Dade County, Florida, more fully described as follows:

(the "Mortgaged Property"). *See id.* at ¶ 11.

22. The Mortgage also grants PLE a security interest in, among other things, all rents, royalties, issues, profits and revenues of the Mortgaged Property (the "Rents"). *See id.* at ¶ 12.

The Second Loan

23. On or about October 6, 2023, the 5001 Trust executed and delivered to PLE a Promissory Note in the original principal amount of \$210,257.00 (the "Second Note" and collectively with the First Note, the "Note"). *See id.* at ¶ 13.

Ownership of Loan Documents

24. PLE is the owner and holder of the First Note, Second Note and Mortgage (collectively, the “Loan Documents”). *See id.* at ¶ 14.

25. PLE has standing to enforce the terms of the Loan Documents. *See id.* at ¶ 15.

Defaults and Demands

26. Pursuant to the Loan Documents, D’Alessio was required to, *inter alia*, (i) timely make payments of principal, interest, or other amounts when due; (ii) escrow sufficient funds to pay for, among other things, expenses, insurance costs and HOA dues; and (iii) pay the Miami-Dade County Real Estate Property Taxes for the Mortgaged Property. *See id.* at ¶ 16.

27. D’Alessio defaulted under the terms of the Loan Documents by, without limitation, (i) failing to timely make payments of principal, interest, or other amounts when due, (ii) failing to escrow sufficient funds, and (iii) failing to pay real estate property taxes for the Mortgaged Property. *See id.* at ¶ 17.

28. Specifically, and without limitation, D’Alessio was notified that increased escrow payments to the 5001 Trust were required as the result of increased insurance costs, condominium association costs and property taxes. After receiving multiple requests for the increased escrow amounts, D’Alessio failed to escrow the necessary funds and increase the monthly escrow payments. Moreover, the 2023 Miami-Dade County Real Estate Property Taxes for the Mortgaged Property are now delinquent (as they were due to be paid on March 31, 2024). Finally, D’Alessio also failed to issue the monthly payments under the Loan Documents due on April 1, 2024 and all subsequent monthly payments. *See id.* at ¶ 18.

29. These failures described in Paragraphs 27 and 28 constitute defaults under the Loan Documents. *See id.* at ¶ 19.

30. On April 8, 2024, PLE provided written notice of the defaults to the 5001 Trust, D’Alessio,

and the 6D Trust, and demanded that the defaults be cured within ten (10) days (the “Default Letter”). *See id.* at ¶ 20.

32. The defaults were not cured, and on April 19, 2024, without an obligation to do so, PLE provided written notice to the 5001 Trust, D’Alessio, and the 6D Trust that PLE was exercising its right to accelerate the full amount of the Note. *See id.* at ¶ 21.

33. All amounts owed under the Loan Documents are presently due and payable. *See See id.* at ¶ 22.

34. To the extent necessary, PLE once again demanded immediate payment of all amounts due under the Loan Documents by filing the Complaint. *See id.* at ¶ 23.

Priority of Plaintiff’s Mortgage Interests in the Mortgaged Property

35. Plaintiff possesses a security interest in the Mortgaged Property by virtue of the Mortgage and other Loan Documents.

36. The Mortgage secures all amounts due under the First Note.

37. Defendants own, possess or claim interest in the Mortgaged Property.

38. Upon default of the Loan Documents, Plaintiff is entitled to foreclose on the Mortgaged Property in its entirety.

39. Pursuant to the clear and unambiguous terms of the Mortgage, Defendants’ interest in the Mortgaged Property, if any, are subject and inferior to Plaintiff’s interest in the Mortgaged Property.

Conditions Precedent and Entitlement to Attorneys’ Fees

40. PLE has performed all conditions precedent to bringing this action, or any such condition precedent has been waived by Defendants. *See id.* at ¶ 27.

41. Each of the relevant Loan Documents provides that the 5001 Trust, D'Alessio and the 6D Trust shall pay attorneys' fees and costs incurred by PLE in this action. *See id.* at ¶ 28.

42. PLE has employed the law firm of Akerman LLP to represent its interests herein and has become obligated to pay their attorneys a reasonable fee for their services. *See id.* at ¶ 29.

FORECLOSURE AS TO REAL PROPERTY

On the evidence presented, **IT IS ORDERED AND ADJUDGED** that Final Summary Judgment of Foreclosure is **GRANTED** and entered in favor of Plaintiff, Perpetual Love Equities, LLC ("PLE") and against all Defendants listed by name upon whom service of process has been regularly and duly obtained: Leila Center, as Trustee of the 5001 Residence Trust Dated June 14, 2021 and, as disclosed in the Public Records, has been since July 09, 2021 (the "5001 Trust") and as co-Trustee of the 6 D'Alessio's Trust; Andrea D'Alessio, Jr., individually and as Co-Trustee of the 6 D'Alessio's Trust ("D'Alessio"); Paraiso Bay Condominium Association, Inc. ("Paraiso Bay COA"); and Paraiso Bay Master Association, Inc. ("Paraiso Bay Master").

1. **Amounts Due and Owing.** Plaintiff, PLE, whose address is 3921 Alton Rd #465 Miami Beach, Florida 33140 is due the following:

Principal due on the note secured by the mortgage foreclosed:	\$	1,588,744.61
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Late Charges	\$	177,942.72
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Interest on the note and mortgage as of February 14, 2025	\$	82,769.33
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Taxes	\$	67,533.62
Past due HOA Fees	\$	23,600.64
Attorneys' Fees and costs	\$	TBD

GRAND TOTAL \$ 1,940,590.92

2. **Interest.** The grand total amounts referenced in Paragraph 1 shall bear interest from this date forward at the prevailing legal rate of interest, 9.38% a year.

3. **Lien on Property.** Plaintiff, PLE holds a lien for the grand total sum in Paragraph 1, superior to all claims or estates of the defendant(s), on the following described property in Miami Dade County, Florida (the "Property"):

650 NE 32nd Street, Unit PH5001

Miami, Florida 33137

4. **Sale of property.** If the grand total amount described in Paragraph 1 with interest at the rate described in Paragraph 2 and all costs accrued subsequent to this judgment are not paid, the Clerk of the Court shall sell the subject Property at public sale on **April 28, 2025** at **9:00 A.M.** to the highest bidder for cash after having first given notice as required by Section 45.031, Florida Statutes. The subject property shall be sold by electronic sale at: www.miamidade.realforeclose.com.

5. **Costs.** Plaintiff shall advance all subsequent costs of this action and shall be reimbursed for them by the Clerk if Plaintiff is not the purchaser of the property for sale, provided, however, that the purchaser of the Property for sale shall be responsible for documentary stamps affixed to the certificate of title. If Plaintiff is the purchaser, the Clerk shall credit Plaintiff's bid with the total sum with interest and costs accruing subsequent to this judgment, or such part of it, as is necessary to pay the bid in full.
6. **Distribution of Proceeds.** On filing the Certificate of Title, the Clerk shall distribute the proceeds of the sale, so far as they are sufficient, by paying: first, all of the plaintiff's costs; second, documentary stamps affixed to the Certificate; third, Plaintiff's attorneys' fees; fourth, the total sum due to the Plaintiff, less the items paid, plus interest at the rate prescribed in paragraph 3 from this date to the date of the sale; and by retaining any remaining amount pending the further order of this Court.
7. **Right of Redemption/Right of Possession.** On filing the Certificate of Sale, Defendants and all persons claiming under or against Defendants since the filing of the notice of lis pendens shall be foreclosed of all estate or claim in the property and Defendants' right of redemption as prescribed by section 45.0315, Florida Statutes shall be terminated, except as to claims or rights under chapter 718 or chapter 720, Florida Statutes, if any. Upon the filing of the Certificate of Title, the person named on the Certificate of Title shall be let into possession of the property.
8. **Attorneys' Fees and Costs.** The Court finds Plaintiff is entitled to its attorneys' fees and costs. The Court reserves jurisdiction to determine the amount of attorneys' fees and costs awarded to Plaintiff.
9. **Jurisdiction.** Jurisdiction of this action is retained to enter further orders that are proper, including, without limitation, (i) awarding Plaintiff its attorneys' fees and costs, (ii) amending

the judgment to include additional pre-sale costs incurred by Plaintiff, including, but not limited to, costs arising from the advancement for funds for taxes and insurance for the Property, (iii) pursuit of a deficiency judgment, (iv) writs of possession, (v) orders to correct any scrivener's errors in the final judgment; or (vi) the filing of supplemental complaints for the reforeclosure of junior lienholders or omitted defendant(s), motions to compel redemption and all other reforeclosure of lien proceedings by the Plaintiff or subsequent owners of the subject property.

- 10. Plaintiff's Right to Assign and Credit Bid.** Plaintiff or its assignee shall have the right to assign this Final Judgment of Foreclosure and the right to credit bid at the sale and apply against any bid made the amount awarded to Plaintiff in this Final Judgment of Foreclosure. In the event there is such an assignment, Plaintiff or its assignee shall file a Notice of Assignment of Foreclosure Judgment with the Court that identifies the assignee, and the Clerk of Court shall recognize the assignee as the owner of this Final Judgment of Foreclosure with a right to credit bid the amount awarded herein, without further order of this Court. Plaintiff also shall have the right to assign its successful bid at the foreclosure sale. In the event there is such an assignment, Plaintiff shall file a Notice of Assignment of Successful Bid with the Court that identifies the assignee, and the Clerk of Court shall recognize the assignee as the owner of the successful bid and the party to be named in the Certificate of Title to be issued by the Clerk of the Court, without further order of this Court.

IF THIS PROPERTY IS SOLD AT PUBLIC AUCTION, THERE MAY BE ADDITIONAL MONEY FROM THE SALE AFTER PAYMENT OF PERSONS WHO ARE ENTITLED TO BE PAID FROM THE SALE PROCEEDS PURSUANT TO THE FINAL JUDGMENT.

IF YOU ARE A SUBORDINATE LIENHOLDER CLAIMING A RIGHT TO FUNDS REMAINING AFTER THE SALE, IF ANY, YOU MUST FILE A CLAIM WITH THE CLERK NO LATER THAN THE DATE THAT THE CLERK REPORTS THE FUNDS AS UNCLAIMED. IF YOU FAIL TO FILE A TIMELY CLAIM, YOU WILL NOT BE ENTITLED TO ANY REMAINING FUNDS.

IF YOU ARE THE PROPERTY OWNER, YOU MAY CLAIM THESE FUNDS

YOURSELF. YOU ARE NOT REQUIRED TO HAVE A LAWYER OR ANY OTHER REPRESENTATION AND YOU DO NOT HAVE TO ASSIGN YOUR RIGHTS TO ANYONE ELSE IN ORDER FOR YOU TO CLAIM ANY MONEY TO WHICH YOU ARE ENTITLED. PLEASE CHECK WITH THE CLERK OF THE COURT, 140 WEST FLAGLER STREET, ROOM 908, MIAMI, FLORIDA (TELEPHONE: (305) 375-5943), WITHIN (10) DAYS AFTER THE SALE TO SEE IF THERE IS ADDITIONAL MONEY FROM THE FORECLOSURE SALE THAT THE CLERK HAS IN THE REGISTRY OF THE COURT.

IF YOU DECIDE TO SELL YOUR HOME OR HIRE SOMEONE TO HELP YOU CLAIM THE ADDITIONAL MONEY, YOU SHOULD READ VERY CAREFULLY ALL PAPERS YOU ARE REQUIRED TO SIGN, ASK SOMEONE ELSE, PREFERABLY AN ATTORNEY WHO IS NOT RELATED TO THE PERSON OFFERING TO HELP YOU, TO MAKE SURE THAT YOU UNDERSTAND WHAT YOU ARE SIGNING AND THAT YOU ARE NOT TRANSFERRING YOUR PROPERTY OR THE EQUITY IN YOUR PROPERTY WITHOUT THE PROPER INFORMATION. IF YOU CANNOT AFFORD TO PAY AN ATTORNEY, YOU MAY CONTACT THE LEGAL AID SOCIETY AT THE DADE COUNTY BAR ASSOCIATION, 123 N.W. FIRST AVENUE, SUITE 214, MIAMI, FLORIDA, (TELEPHONE: (305) 579-5733), TO SEE IF YOU QUALIFY FINANCIALLY FOR THEIR SERVICES. IF THEY CANNOT ASSIST YOU, THEY MAY BE ABLE TO REFER YOU TO A LOCAL BAR REFERRAL AGENCY OR SUGGEST OTHER OPTIONS. IF YOU CHOOSE TO CONTACT THE DADE COUNTY BAR ASSOCIATION LEGAL AID SOCIETY, YOU SHOULD DO SO AS SOON AS POSSIBLE AFTER RECEIPT OF THIS NOTICE.

FINAL JUDGMENT AS TO COUNT III

Based on the evidence presented, it is further **ORDERED AND ADJUDGED** that Final Summary Judgment is entered for PLE and against Leila Center, as Trustee of the 5001 Residence Trust Dated June 14, 2021 and, as disclosed in the Public Records, has been since July 09, 2021 as to Count III of the Complaint.

PLE, whose address is 3921 Alton Rd #465 Miami Beach, Florida 33140 is due from Leila Centner, As Trustee Of The 5001 Residence Trust Dated June 14, 2021 And, As Disclosed In The Public Records, Has Been Since July 09, 2021, the amount of **\$220,388.41**, which includes \$199,546.52 in principal, and 20,841.89 in interest as of February 14, 2025, all of which shall bear interest the rate of 9.38% and will adjust in accordance with section 55.03 Florida Statutes, for all of which let execution issue. The Court finds Plaintiff is entitled to its attorneys' fees and costs as to Count III. The Court reserves jurisdiction to determine the amount of attorneys' fees and costs awarded to Plaintiff.

[1] On July 14, 2024, a process server attempted service on the Unknown Spouse. D'Alessio advised the process server he was not married. *See* Notice of Filing Return of Non-Service for Unknown Spouse.

[2] From June 13, 2024 through July 8, 2024, a process server attempted service on the Unknown Possessors. The process server was advised that D'Alessio resided at the property, but that it was currently vacant due to construction. *See* Notice of Filing Return of Non-Service for Unknown Spouse.

DONE and ORDERED in Chambers at Miami-Dade County, Florida on this 24th day of February, 2025.


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Hon. Daryl E. Trawick

CIRCUIT COURT JUDGE

Electronically Signed

Final Order as to All Parties SRS #: **3** (Non-Jury Trial)

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.

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