

IN THE CIRCUIT COURT OF THE SEVENTEENTH JUDICIAL CIRCUIT, IN AND FOR
BROWARD COUNTY, FLORIDA

Case No.: CACE23000396 (18)

CONRAD MITCHELL,

Plaintiff,

v.

RAFAEL PUIG and ROSA PUIG,

Defendants.

**ORDER ON PLAINTIFF'S VERIFIED MOTION TO DISMISS AND STRIKE PUIGS'
AFFIRMATIVE DEFENSES AND COUNTERCLAIMS AND FOR SANCTIONS**

THIS CAUSE came before the Court on Plaintiff Conrad Mitchell's Verified Motion to Dismiss and Strike Puigs' Affirmative Defenses and Counterclaims and for Sanctions, filed on June 18, 2025 ("Verified Motion to Dismiss"). The Court reviewed the pleadings in support thereto, and considered argument of counsel, the credibility of the witnesses and the evidence presented. The Court finds as follows:

PROCEDURAL HISTORY AND FINDINGS OF FACT

This case was filed in the County Court in and for Broward County, Florida on October 4, 2021 against Rafael Puig ("Mr. Puig") and Rosa Puig ("Mrs. Puig") (collectively the "Puigs" or "Defendants"), the owners of record of the property located at 4497 SW 25th Terrace, Fort Lauderdale, Florida (the "Property"). According to the complaint, the Puigs, among other things, trespassed and used or accessed the dock on Plaintiff's property without Plaintiff's consent.

Service of process was attempted on Defendants on October 15, 2021, however Defendants moved to quash service and alleged that service was improper as it was made on Defendants' son, Rafael Puig, Jr. ("Puig, Jr."), and that neither Defendant resided at the Property. An Agreed Order quashing service was entered on June 13, 2022. While the docket does not contain a copy of a subsequent return of service, counsel for Defendants filed a notice of appearance and motion to

dismiss on July 19, 2022. After the motion to dismiss was denied, Defendants filed a counterclaim that exceeded the County Court's jurisdiction, and the case was transferred to the Circuit Court on January 11, 2023. The case stalled shortly after the transfer and in September 2024, the parties attended court ordered mediation, which resulted in an impasse.

On April 24, 2025, Plaintiff deposed Mr. Puig, who testified with the assistance of a Spanish interpreter. Contrary to Puig, Jr.'s March 17, 2025 sworn affidavit, filed in opposition to Plaintiff's February 3, 2025 Motion for Summary Judgment, Mr. Puig denied giving Puig, Jr. permission to renovate his backyard or expand the pool. He also denied authorizing any construction on Plaintiff's property. Mr. Puig also testified that he did not remember seeing the pleadings in this case, never authorized a counterclaim to be filed on his behalf and was not aware that he was suing the Plaintiff, his neighbor. Mr. Puig had no knowledge and was not familiar with the facts alleged in his Answer, Affirmative Defenses and Counterclaim. The next day, Counsel for Defendants filed a Motion to Withdraw, which was granted on May 6, 2025.

On September 10, 2025, the Court held a mandatory case management conference. Counsel for Plaintiff appeared, Puig, Jr. was present, but Defendants failed to attend the CMC. At the CMC, Plaintiff explained what transpired at Mr. Puig's deposition, and requested a hearing on the Verified Motion to Dismiss. The Court explained, in open court, that an evidentiary hearing would be scheduled, the *parties* were required to attend and provide their own interpreter. The September 17, 2025 Notice of Hearing was prepared by the Court after a date was coordinated with the Parties, setting the in person, evidentiary hearing on the Verified Motion to Dismiss for December 3, 2025.

On November 25, 2025, counsel for the Defendants filed a Notice of Limited Appearance. Defendants never filed a motion to continue the December 3, 2025 hearing, or otherwise advise the Court that they were unable to attend the in person, evidentiary hearing. Defendants failed to appear at the December 3, 2026 hearing. Instead, Defendants' counsel and Puig, Jr. attended the hearing.

At the hearing, Puig, Jr. testified that he had complete authority to control the Property, and he took control of this lawsuit on his parents behalf. The record, however, does not show that Puig, Jr. was a named party in this action, nor was he substituted as a party in Defendants' place. Evidence presented at the hearing also demonstrated, without dispute, that Puig, Jr. was not on the deed to the Property when Defendants were sued in this action and that his name was added to the

deed on or about November 5, 2021. Puig, Jr. never filed a motion to intervene in this action after his name was added to the deed. Puig, Jr. also testified that Mr. Puig executed a power of attorney in May 2025 purportedly granting Puig, Jr. the power to act on his behalf, including in this lawsuit. However, Mr. Puig was not present to lay the requisite predicate or foundation for admission of the power of attorney into evidence. It was undisputed, though, that the power of attorney was not executed until approximately three (3) years after the Answer, Affirmative Defenses and Counterclaim were filed.

The Court found Puig, Jr.'s to be wholly not credible. His explanation that he understood he was part of this lawsuit from the inception is undermined by the Motion to Quash that was filed in October 2021 arguing that service on Defendants was improper as the documents were served on Puig, Jr., not on Mr. Puig. In addition, a review of the docket reveals that Puig, Jr. was filing motions, notices and other documents with the Court as "Rafael Puig," omitting the "Jr." from his name. At the hearing Puig, Jr. testified that he goes by "Ralph" to avoid confusion with his father, yet the only docket in the Court's file bearing the name "Ralph Puig" was the March 17, 2025 sworn affidavit. The Court finds that Puig, Jr. was intentionally vague and misleading in this regard to give the impression it was Mr. Puig filing and signing these documents.

The Court also finds it telling that despite verbally directing Puig, Jr. to inform Defendants of their required presence at the December 3, 2025 hearing, Defendants failed to appear. The logical conclusion is that either Defendants intentionally chose to ignore the Court's notice to appear, or Puig, Jr. did not advise them of the hearing. Regardless of the reason for Defendants' failure to attend the hearing, the undisputed evidence presented at the hearing demonstrates that **Defendants** were not aware of this litigation, never authorized pleadings or counterclaims to be filed on their behalf, and never appeared pro se in these proceedings. It is also undisputed that at all material times, Puig, Jr., a non-party to this action without standing to assert any claims or defenses in this action, directed the defense of Plaintiff's claims and the prosecution of the counterclaim, improperly and intentionally participated in this litigation in an attempt to mislead Plaintiff and this Court as to his true identity.

LEGAL STANDARD

Pursuant to Florida Rule of Civil Procedure 1.150, a trial court may strike a pleading as a sham. But “[b]ecause striking a pleading is an extreme measure, it is disfavored in the law.” *Gleman v. MWH Americas, Inc.*, 309 So. 3d 681, 684 (Fla. 4th DCA 2021), citing *Upland Dev. of Cent. Fla., Inc. v. Bridge*, 910 So. 2d 942, 944 (Fla. 5th DCA 2005). A pleading is considered a sham only “when it is palpably or inherently false, and from the plain or conceded facts in the case, must have been known to the party interposing it to be untrue.” *Glenman*, 309 So. 3d at 684 (citations omitted). Thus a sham pleading is one “good on its face but absolutely false in fact.” *Id.* (citations omitted).

For a trial court “to justify the striking of a pleading for being sham or false it must be so undoubtedly false as not to be subject to a genuine issue of fact.” *Meadows v. Edwards*, 82 So. 2d 733, 735 (Fla. 1955). The motion to strike a pleading as being a sham “should be tested by the same standards as a motion for a summary judgment” *Id.* For a trial court to strike a pleading as a sham the “falsity thereof [must] clearly and indisputably appear[]. ... [I]t must evidently be a mere pretense set up in bad faith and without color of fact.” *Rhea*, 157 So. at 193; *see also Bornstein v. Marcus*, 169 So. 3d 1239, 1242 (Fla. 4th DCA 2015).

CONCLUSION

It is without dispute that Defendants never authorized any pleading or defense, including the December 1, 2022 Answer, Affirmative Defenses and Counterclaim. It is undisputed that all filings in this case were done without Defendants’ consent or knowledge, and were done so in a manner to intentionally mislead the Plaintiff and the Court by Puig, Jr. These filings are therefore fraudulent.

it is hereby ORDERED AND ADJUDGED that:

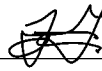
Plaintiff’s Verified Motion to Dismiss and Strike Defendants’ Answer, Affirmative Defenses and Counterclaim and for Sanctions is GRANTED;

Defendants’ pleadings are hereby STRICKEN and a default is entered against Defendants on Plaintiff’s claims;

The December 1, 2022 Counterclaim is STRICKEN; and

Plaintiff's request for an award of attorneys' fees and costs is GRANTED. The Court reserves jurisdiction to determine the amount to be awarded and from whom, after further briefing.

DONE AND ORDERED in Chambers, in Fort Lauderdale, Broward County, Florida on March 24, 2026.



FABIENNE E. FAHNESTOCK, CIRCUIT JUDGE

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