

POST-TRIAL Plaintiffs' counsel filed a motion for a new trial.

EDITOR'S NOTE The report is based on information that was provided by plaintiffs' counsel. Defense counsel declined to contribute.

—Gary Raynaldo

FRAUD

Misrepresentation

Immigrant claimed business owners defrauded him

VERDICT **\$990,000**

CASE Ruvim London, Liah London and London Investment Holdings, Inc. v. Vladimir Dubrovin, Svetlana Kagan, Joseph Williams, JVL Management Corporation, RX Care Retail Services, Inc., Supreme Patient Care, Inc., Nova Palms, Inc., Viscaya By The Sea, Inc., RX Care Pharmacy Services, Inc. and Angel-Care Home Health Agency, Inc., No. 2011-15620-CA-01 (13)

COURT Miami-Dade County Circuit Court, 11th, FL

JUDGE Daryl E. Trawick
DATE 5/7/2013

PLAINTIFF
ATTORNEY(S) Evelina Libhen, Law Office of Evelina Libhen, Miami, FL
Paul A. McKenna, Paul A. McKenna & Associates, P.A., Coral Gables, FL

DEFENSE
ATTORNEY(S) Jed Frankel, Eisinger, Brown, Lewis, Frankel & Chaiet, P.A., Hollywood, FL (Angel-Care Home Health Agency Inc., JVL Management Corp., Svetlana Kagan, Viscaya By The Sea Inc.)
Anna Lenchus, Law Office of Anna Lenchus, Esq., Boca Raton, FL (RX Care Pharmacy Services Inc., RX Care Retail Services Inc., Supreme Patient Care Inc., Vladimir Dubrovin)
Manuel R. Lopez, Manuel Lopez & Associates, P.A., Coral Gables, FL (Joseph Williams, Nova Palms Inc.)
Keith D. Silverstein, Keith D. Silverstein, P.A., Bay Harbor Is., FL (RX Care Pharmacy Services Inc., RX Care Retail Services Inc., Supreme Patient Care Inc., Vladimir Dubrovin)

FACTS & ALLEGATIONS In 2005, plaintiff Ruvim London, 75, a semi-retired scientist and inventor from Siberia, Russia, purchased a condominium in Sunny Isles, Fla. Helping him purchase the property was his nephew Vladimir Dubrovin, a U.S. citizen involved in real estate. Over the course of purchasing the property, Dubrovin learned that London had a retirement fund with Citibank, worth approximately \$2 million. Dubrovin and other associates convinced London to immigrate to the United States and invest \$1 million into their multiple businesses. A joint account was set up, with Dubrovin as a joint tenant and co-signer. In July 2010, London learned that \$990,000 had been taken out of the account.

London sued the parties that were involved in taking his money, Dubrovin and Svetlana Kagan, as well as their businesses that received his money, alleging civil theft, fraudulent misrepresentation and unjust enrichment. These businesses included Supreme Patient Care Inc., Viscaya By The Sea Inc., RX Care Pharmacy Services Inc. and Angel-Care Home Health Agency Inc. The parties were accused of defrauding London and using his money for renovations and operational overhead. Other entities named as defendants were Joseph Williams and JVL Management Corp., who were dismissed with prejudice prior to trial, due to Williams having no assets and JVL being an inactive corporation that London's counsel determined simply served as an entity that the stolen money passed through on its way to other businesses. Nova Palms Inc. was also a defendant; it was dismissed before trial. Also named as plaintiffs were London's wife, Liah London, and London Investment Holdings Inc., both of whom were dismissed from the complaint at the beginning of trial.

London's counsel contended that Dubrovin and Kagan had previously met with London to tell him that the only way he could gain U.S. residency and a green card was by obtaining an EB-5 investor visa, which required him to invest at least \$1 million in a business that creates or preserves at least 10 or more jobs in the United States. They contended that Dubrovin and Kagan had been designated as intermediaries for London and steered him to speak to immigration attorneys in Philadelphia, as he did not speak English. They contended that the immigration attorneys advised London against coming into the country with an EB-5 visa.

According to testimony of London and an immigration attorney who worked with him, the joint account with Dubrovin was set up with the understanding that no transfer of any funds would take place until it was authorized and approved by the attorney. London was also supposed to authorize the transfer. However, London contended that Dubrovin began in 2008 to transfer money from the account, and continued doing so until 2010. London contended that he discovered a transfer of \$1.1 million at one point, and confronted Dubrovin and Kagan about it. He contended that he was advised that it was a mistake, and that they were still readying their investments.

In July 2010, after not hearing from Dubrovin and Kagan for several months, London presented to his investment

firm, Morgan Stanley in Philadelphia, to learn the status of the joint account. The bank statements had been sent to Dubrovin, and so London did not know until going to the investment firm that \$990,000 had been taken out of his account. London confronted the defendants, who claimed that the immigration attorney had authorized the investments. According to London's counsel, the attorney never authorized any of the investments.

London's counsel alleged that Dubrovin and Kagan had transferred the money for their own personal uses, as well as to renovate and cover the operational overhead of some of their various healthcare businesses in Pompano, Fla. They contended that the two exchanged e-mails about the situation with the account, which showed their intent to defraud London.

According to London, when confronted with accusations of theft, the defendants threatened him with deportation if he pursued the matter. Liah London testified to receiving a phone call from Kagan, who threatened that if her husband told anyone else about the situation, she would make a phone call to have the couple deported. London eventually obtained a green card through a EB-1 visa, which did not require him to invest any money.

Testimony from the plaintiff's forensic accounting expert showed the path the funds took when they were transferred from the account to Dubrovin's and Kagan's various businesses. Dubrovin owned RX Care Pharmacy Services and Supreme Patient Care, while Kagan owned Viscaya By The Sea and Angel-Care.

The defendants denied any wrongdoing, contending that London as well as his attorney had authorized the investment as per the agreement. They contended that the money had been lost because of the state of the economy when the investment was taken from the account. They contended that any fault in filing any forms rested with London's attorney, not them.

INJURIES/DAMAGES

London's counsel asked for a recovery of \$990,000 for the money he claimed that he lost in the fraudulent set-up.

RESULT The jury decided in favor of London on all of the 18 counts of civil theft, fraudulent misrepresentation and unjust enrichment against the defendants. It determined that London's damages totaled \$990,000 on all counts, holding the defendants joint and severally liable, with the exception of one count of civil theft against Viscaya By The Sea, which the jury awarded \$900,000.

RUVIM LONDON \$990,000 economic damages
\$990,000

DEMAND \$990,000
OFFER None

TRIAL DETAILS Trial Length: 5 days
Trial Deliberations: 1 hour
Jury Composition: 1 male, 5 female

PLAINTIFF

EXPERT(S) Kathryn Gilden, C.P.A., accounting
(forensic), Plantation, FL

DEFENSE

EXPERT(S) None reported

POST-TRIAL Plaintiffs' counsel reported that the court will hold an evidentiary hearing on the civil theft counts and treble the damages once pre-trial notice to the defendants is established, increasing the total award to \$2.97 million. They also reported that a recovery for attorney's fees will also be sought.

Three counts of fraudulent misrepresentation were dismissed by the court against RX Care Pharmacy Services, Supreme Patient Care and Angel-Care Home Health

EDITOR'S NOTE This report is based on information that was provided by plaintiffs' counsel and defense counsel for RX Care, Supreme Patient Care and Dubrovin. Counsel for Kagan, Viscaya by the Sea, Angel-Care, Williams, JVL and Nova Palms did not respond to the reporter's phone calls.

—Kirk Maltais

CONTRACTS

Breach of Contract

Developer failed to escrow deposits properly, buyer said

DECISION \$728,000

CASE Stephen Ardizzone v. Fortune Beach LLC,
No. 08-31008 CA 11

COURT Miami-Dade County Circuit Court, 11th,
FL

JUDGE Diane Ward

DATE 5/27/2013

PLAINTIFF

ATTORNEY(S) Elizabeth Lee Beck, Beck & Lee Trial
Lawyers, Miami, FL
Jared Beck, Beck & Lee Trial Lawyers,
Miami, FL

DEFENSE

ATTORNEY(S) Jill Berman, Rennert Vogel Mandler &
Rodriguez, P.A., Miami, FL

FACTS & ALLEGATIONS In 2005 and 2007, plaintiff Stephen Ardizzone paid a total of \$720,000 in deposits toward the purchase of two luxury Miami condominium units from developer Fortune Beach LLC. In 2008, Ardizzone sought to revoke the two condominium agreements after he claimed the developer violated escrow provisions by holding his deposits in a single bank account.