

**IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT  
IN AND FOR PALM BEACH COUNTY, FLORIDA**

JHOG HOLDINGS, LLC,

Plaintiff,

**CASE NO. 2023-CA-006308**

v.

**CIVIL DIVISION (AK)**

DAVID HEIL; TEXAS BUILT, LLC;

Defendants.

\_\_\_\_\_ /

**DEFENDANTS' NOTICE OF SERVING  
FINAL JUDGMENT IN FAVOR OF DEFENDANTS**

Defendants, DAVID HEIL and TEXAS BUILT, LLC, hereby give notice of serving the following upon all parties:

1. Final Judgment in Favor of Defendants.

Dated this 6<sup>th</sup> day of March, 2026.

Respectfully submitted,

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**CERTIFICATE OF SERVICE**

**I HEREBY CERTIFY** that on March 6, 2026, I electronically filed the foregoing document with the Clerk of the Court using the Florida Courts E-Filing Portal, which will send electronic notification to all counsel of record and interested parties pursuant to Fla. R. Gen. Prac. & Jud. Admin. 2.516.

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IN THE CIRCUIT COURT OF THE FIFTEENTH  
JUDICIAL CIRCUIT IN AND FOR PALM BEACH  
COUNTY, FLORIDA

CIRCUIT CIVIL DIVISION: AK  
CASE NO.: 50-2023-CA-006308-XXXX-MB

JHOG HOLDINGS LLC,  
Plaintiff/Petitioner

vs.

DAVID HEIL,  
TEXAS BUILT LLC,  
Defendant/Respondents.

\_\_\_\_\_ /

### **FINAL JUDGMENT IN FAVOR OF DEFENDANTS**

THIS CAUSE having come before the Court for non-jury trial and the Court having heard testimony, gauged the demeanor and candor of the witnesses, received evidence, heard arguments of counsel and being otherwise duly advised in the premises, finds as follows:

1. This case concerns a business relationship turned sour. Though the relationships are confused through the web of separately owned and interrelated entities, the heart of the matter stems from a dispute between Jordan Hidalgo and David Heil as to the nature of their storage business venture and the expectation of each of them regarding how the facilities should be run.
2. It is apparent from Hidalgo's testimony that he viewed the business model as one in which his effort would be expended on the front end in return for a steady, effortless return once each of the subject storage facilities were up and running. In contrast, Heil's and Wait's business model requires all partners to actively manage the storage facilities post-acquisition or construction. In other words, Hidalgo viewed the endeavor as a quick pay day where as Heil and Wait viewed it as a "grind."
3. Once it became apparent to Heil and the other involved parties that Hidalgo was not going to be engaged in active management, Heil began exercising his rights under the Operating Agreements of the various entities to limit Hidalgo's influence over the properties.
4. Over the course of trial, the Court heard testimony from Jordan Hidalgo, Stephen Sprayberry, David Minor, Jayme Wait, and David Heil. Based

upon their demeanor and frankness as well as their responsiveness to cross examination and for other reasons set forth below, the Court finds the testimony of Heil generally credible though at times self-serving, and the testimony of David Miner and Jordan Hidalgo generally not credible. The Court finds the testimony of Stephen Sprayberry credible generally, but his valuations lacking in credibility based upon his departure from standard valuation methodologies and the failure to make a deeper inquiry into the facts supporting valuation. The Court finds Jayme Wait to be highly credible and accepts his testimony alone as entirely candid.

5. At trial there was a dispute about the admissibility of Hidalgo's prior convictions and a settlement with the Texas Attorney General. The Court does not consider any of that information in assessing Hidalgo's credibility and instead bases its evaluation solely on his demeanor while testifying, his candor, his evasiveness and contentiousness during cross examination, and the disputes between the testimony of the various parties and witnesses.

**I. Plaintiff's claims for tortious interference and unjust enrichment are derivative claims that cannot be pursued by JHOG, in its own interest.**

6. Plaintiff asserts four claims. The Court finds the claims for tortious interference and unjust enrichment are derivative in nature as they inure to the benefit of the corporation and do not identify a special injury apart from the other shareholders of the company. *See Dinuro Inv., LLC v. Camacho*, 141 So. 3d 731, 743 (Fla. 3d DCA 2014) ("...Florida law does not permit a member of an LLC to sue individually for damages arising out of its status as a member of a company unless the damages arise from a direct harm and special injury, or if there is a separate duty owed from the defendant to the plaintiff member.")
7. This is clearly apparent in Plaintiff's request (which he apparently abandoned at trial) that the Court unwind the sale of the Lubbock properties and order an open market transaction. Were the Court to grant that request, the property would necessarily return to State Storage Lubbock, LLC ("SS Lubbock"), not JHOG. This would also necessitate that the Court order State Storage Lubbock, LLC, a non-party, to re-pay the sums received to Texas Built and to receive the property back into its ownership. Putting aside the fact that SS Lubbock is not a party to this action, this clearly exemplifies a derivative claim.

**II. Plaintiff failed prove he suffered damages and the value of the alleged damages suffered.**

8. The Court finds Plaintiff failed to prove either JHOG or SS Lubbock, LLC suffered damages from the lease and sale of the property to Texas Built.
9. The testimony of David Heil, which the Court credits on this point, is that SS Lubbock was in dire straits on this property caused, in large part, by COVID-19. The initial lease to Texas Built took place in May 2020. The testimony established that Lubbock is a college town and is highly dependent on college student business. The Court accepts as credible the testimony that when the school shut down, the already suffering business became imperiled, requiring significant action.
10. As to Stephen Sprayberry, although the Court finds him credible, his valuations were not. In particular, he failed to articulate an established methodology for appraising or valuing the Lubbock properties. Instead, his valuations relied on incomplete information which he acknowledged was not a valid, recognized basis for appraisal at the time the properties were leased and sold. The Court finds his method of extrapolating the values of the three Lubbock properties at the time of sale to Texas Built based upon appraisal of two of the properties not credible.
11. Further, given the testimony of Heil that SS Lubbock was in a dire financial state when the properties were leased to Texas Built warrants consideration of the values at the time the Lease was entered into, which set the price of the later purchase through an option agreement.
12. Plaintiff was aware of the importance of establishing valuation based upon the arbitrator's findings in a prior dispute between related entities. Nevertheless, the Plaintiff failed to present competent, credible evidence of the value of the properties in May 2020 or November 2021.
13. Finally, the comparable properties identified by Sprayberry were inapposite in market conditions and locality.
14. Ultimately, the Court finds Plaintiff failed to prove the fact of and the amount of damages to a reasonable degree of certainty. *See Kind v. Gittman*, 889 So. 2d 87, 90 (Fla. 4th DCA 2004) (noting that Plaintiff was required to prove the actual value of the property at the time of purchase); *Saewitz v. Saewitz*, 79 So. 3d 831, 833-834 (Fla. 3d DCA 2012) ("Under the reasonable certainty rule, recovery is denied where the fact of damages and the extent of damages cannot be established with a reasonable degree of certainty.").

**III. The Court finds Plaintiff failed to prove its claims for criminal scheme and criminal conspiracy.**

15. Plaintiff alleged David Heil engaged in a pattern of criminal activity designed to defraud JHOG and divest it of its assets. The Court finds Plaintiff failed to prove these claims on nearly every element. However, the Court does not address every element individually.
16. As pointed out by Defendant, it is an abuse of the RICO statute to turn an ordinary business dispute into a civil RICO case. *See Hyundai Motor Am. Corp. v. EFN W. Palm Motor Sales, LLC*, 641 F. Supp. 3d 1321, 1334 (S.D. Fla. 2022) (“Civil RICO claims should not be used to transition ordinary business disputes into federal RICO actions.”); *Skye Energy Ventures LLC v. Hollander*, Case No. 2:25-CV-274-SPC-KCD, 2025 WL 2410586, at \*3 (M.D. Fla. Aug. 20, 2025) (“As other courts have noted, it is an abuse of the RICO statute to try to squeeze garden-variety business disputes into civil RICO actions.”); *Frank v. Ocean 4660, LLC*, Case No. 11-62004-CIV, 2012 WL 12911035, at \*4 (S.D. Fla. Jan. 30, 2012) (dismissing RICO claims with prejudice where Plaintiffs impermissibly attempted to assert a cause of action under the civil RICO statute to address a business dispute); *Robert Suris General Contractor Corp. v. New Metropolitan Federal Sav. & Loan Ass'n*, 873 F.2d 1401, 1404 (11th Cir.1989) (affirming summary judgment in defendant's favor where plaintiff attempted to turn a garden variety fraud claim into a federal case by couching the allegations in RICO statutory language).
17. That is exactly what the Court finds this to be. The Court finds based upon the credibility of the parties and witnesses, that these agreements were entered into as good faith, arms length transactions. When it became apparent that Heil and Hildago had differing views of how the businesses should be run and the amount of effort required of Hidalgo, coupled with the effect the COVID shutdown had on the Lubbock business, Heil began taking action within the authority he had under the Operating Agreement to reduce Hidalgo’s influence over the businesses. The Court credits Heil’s testimony that the lease and subsequent transfer of the property to Texas Built saved the endeavor from collapse, protecting all the shareholders’ interests, including JHOG’s.
18. Furthermore, to date, JHOG retains its interest in SS Lubbock. The Court credits Heil’s testimony that part of the issue preventing wind up of the entity is the pendency of several suits against him and the other State Storage entities by Hidalgo, indirectly. The Court is unaware of any suit by JHOG to divest itself of its interest in SS Lubbock.

19. In sum, the Court finds the dealings between the parties were consistent with the Operating Agreement. Heil's actions were authorized by the Operating Agreement and were necessitated by business circumstances and disagreements between Hidalgo and Heil and Wait. Heil did not enter into the business relationships with Hidalgo and JHOG with the intent to deprive him of money or property, but with the intention of bringing Hidalgo, through his own entity, into a longstanding business enterprise.

**IV. Plaintiff failed to prove tortious interference against Heil or Texas Built.**

20. To prove a claim for tortious interference, the Plaintiff must establish (1) the existence of a business relationship; (2) knowledge of the relationship on the part of the defendant; (3) an intentional and unjustified interference with the relationship by the defendant; and (4) damage to the plaintiff as a result of the breach of the relationship." *Tamiami Trail Tours, Inc. v. Cotton*, 463 So. 2d 1126, 1127 (Fla. 1985).

21. This Court is dubious of a shareholder's ability to sue directly another party for entering into a lease agreement with a purchase option with the entity in which the shareholder has an interest. First, as noted in the first section of this Order, this appears to be a derivative claim and JHOG has not suffered any special injury. Second, this would allow a minority shareholder of the entity to commandeer control over the business by scaring off any potential third party business from transacting with the entity through threat of litigation. In fact, one wonders if such a claim would be barred by the business judgment rule if brought properly as a derivative claim.

22. Additionally, the Court finds that neither Heil nor Texas Built unjustly interfered with JHOG's relationship with SS Lubbock. Heil had the right under the Operating Agreement and acting as a principal of the majority shareholder, SSG, to transact business on behalf of SS Lubbock. There was no evidence Texas Built intentionally and unjustly interfered with JHOG's relationship with SS Lubbock. There was no evidence that it sought out the arrangement, as opposed to Heil initiating the Lease on behalf of SS Lubbock. Again, these facts are much more amenable to a derivative claim rather than a direct claim by JHOG.

**V. Plaintiff's claim for unjust enrichment fails as JHOG did not confer a direct benefit on Heil or Texas Built**

23. In order to prevail on a claim for unjust enrichment, Plaintiff must prove that it conferred a direct benefit on the defendant, who has knowledge thereof, Defendant voluntarily accepted that benefit, and the

circumstances are such that it would be inequitable for the defendant to retain the benefit without paying the value thereof. *See Hillman Constr. Corp. v. Wainer*, 636 So. 2d 576, 577 (Fla. 4th DCA 1994).

24. Here, JHOG has not conferred a direct benefit on Texas Built. The only benefit conferred on Texas Built was conferred by SS Lubbock. As such, Plaintiff has failed to establish the first element of its claim.

### Conclusion

Based largely on the credibility of the parties, the Court finds that Defendants should prevail on all claims.

It is ORDERED AND ADJUDGED that Plaintiff shall take nothing by this action and Defendants shall go hence without day.

DONE and ORDERED in Palm Beach County, Florida.

502023CA006308XXXMB 03/05/2026  
James Sherman Judge  
ADMINISTRATIVE OFFICE OF THE COURT  
502023CA006308XXXMB 03/05/2026  
James Sherman  
Judge

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