

IN THE CIRCUIT COURT OF THE 11TH
JUDICIAL CIRCUIT IN AND FOR
MIAMI-DADE COUNTY, FLORIDA
CASE NO.: _____

VICENTE SAAVEDRA,

Plaintiff,

v.

RICARDO CASANOVA,

Defendant.

_____ /

COMPLAINT

Plaintiff Vicente Saavedra (“Plaintiff” or “Vicente”), by and through undersigned counsel, files this complaint against Ricardo Casanova (“Defendant” or “Casanova”):

Parties, Jurisdiction, and Venue

1. Plaintiff Vicente Saavedra is a resident of Miami-Dade County, Florida. Vicente is a Puerto Rican entrepreneur, talent manager, and Latin GRAMMY nominated producer and songwriter.

2. Defendant Ricardo Casanova is a resident of Miami-Dade County, Florida. Through his business, Casanova Financial, LLC (“Casanova Financial”), he holds himself out as “#Wealth Builder,” “#Business Consultant,” and an expert on “#Financial Culture.” *See* @casanovafinancial, INSTAGRAM, <https://www.instagram.com/casanovafinancial?igsh=MWFjZHLzNmIzamd6ZQ==> (last visited Aug. 20, 2025).

3. Through his wife, Aleyda Ortiz, a TV personality on the Telemundo network and 2014 winner of Univision’s Nuestra Belleza Latina, Casanova gains access to potential clients, including celebrities and music industry professionals.

4. This Court has subject matter jurisdiction over this action pursuant to section 26.012, Florida Statutes, because this is an action at law with an amount of controversy, exclusive of interest, attorney's fees, and costs, in excess of \$50,000.

5. Venue is proper pursuant to section 47.011, Florida Statutes, because Casanova resides in Miami-Dade County, Florida and because this action accrued in Miami-Dade County, Florida.

Factual Background

6. On or about April 2023, Vicente retained Casanova as his financial advisor and manager.

7. As part of that relationship, Vicente placed trust in Casanova to protect Vicente's financial interests, and Casanova accepted that trust.

8. Casanova added Vicente as an authorized user on Casanova Financial's credit card accounts at JPMorgan Chase and American Express (the "Credit Cards"). Casanova then notified Vicente of Vicente's monthly expenses as they became due.

9. Based on Casanova's representations of the amounts he claimed due, between April 2023 and June 2025, Vicente paid over one million dollars towards the Credit Cards.

10. Without advising Vicente, Casanova charged Vicente charges unrelated to Vicente, including Casanova's and his associates' personal expenses. Vicente never authorized or agreed to pay for those expenses.

11. Furthermore, because Vicente was listed as an "employee" on the Credit Cards, he was denied the right to access account statements and rewards points, which were credited to Casanova instead, despite the fact that Vicente was the Credit Cards' sole payor. Casanova appropriated the points and rewards for his personal benefit.

12. In April 2023, Casanova opened a First American Bank account on behalf of Vicente's company VP Entertainment Management, LLC, for which both Vicente and Casanova were listed as authorized signatories (the "First American Business Account").

13. In May 2023, Casanova opened a sub joint account to the First American Business Account for himself and Vicente, for which they were both also listed as authorized signatories (the "First American Personal Account") (together, the "First American Accounts").

14. Following the opening of the First American Accounts, Casanova made unauthorized transfers, personal reimbursements, and cash withdrawals for his personal benefit totaling millions of dollars, the exact amount to be established at trial.

15. Additionally, for the past three years, Casanova managed the renovation of Vicente's Pinecrest home, which remains incomplete and for which Vicente has incurred penalties from the Village of Pinecrest Building Department. Vicente has no clear accounting or transparency as to how Casanova used Vicente's renovation funds.

16. On or about February 2025, Vicente discovered Casanova's misappropriation and terminated his relationship with Casanova.

17. Unsurprisingly, Casanova has been accused of similar misconduct in at least two other cases filed by well known members of the Miami community. *See Rundle v. Canero*, Case No. 2025-010024-CA-01; *7 CH Services, Inc. v. Casanova*, Case No. 2025-014681-CA-01.

Count I-Breach of Fiduciary Duty

18. Vicente incorporates paragraphs 1–17 as if fully set forth herein.

19. As Vicente's financial advisor and manager, Casanova owed Vicente fiduciary duties of good faith, fairness, loyalty, and the duty to act in Vicente's best interest.

20. Casanova breached those duties by falsely representing the amounts Vicente owed on the Credit Cards and by executing unauthorized transfers, personal reimbursements, and cash withdrawals from the First American Accounts for Casanova's personal benefit.

21. Casanova's breaches have damaged Vicente.

WHEREFORE, Vicente respectfully requests judgment against Casanova for actual and compensatory damages, pre-and post-judgment interest, and any other relief this Court deems just and proper.

Count II-Unjust Enrichment

22. Vicente incorporates paragraphs 1–17 as if fully set forth herein.

23. Casanova received funds from Vicente without Vicente's knowledge or consent by misrepresenting Vicente's expenses, and by executing unauthorized transfers, personal reimbursements, and cash withdrawals from the First American Accounts.

24. Casanova accepted and retained Vicente's funds.

25. Under the circumstances, it is inequitable for Casanova to retain Vicente's funds.

WHEREFORE, Vicente respectfully requests judgment against Casanova for actual and compensatory damages, pre-and post-judgment interest, and any other relief this Court deems just and proper.

Count III-Fraud

26. Vicente incorporates paragraphs 1–17 as if fully set forth herein.

27. Between 2023 and 2025, Casanova knowingly made false statements concerning the amounts allegedly due from Vicente under the Credit Cards.

28. Casanova knew that those statements were false at the time they were made.

29. Casanova intended that those false representations would induce Vicente's reliance and, subsequently, inflated payments.

30. Vicente did rely on Casanova's statements to his detriment and has suffered damages as a result.

WHEREFORE, Vicente respectfully requests judgment against Casanova for actual and compensatory damages, pre-and post-judgment interest, and any other relief this Court deems just and proper.

Count IV-Constructive Fraud

31. Vicente incorporates paragraphs 1–17 as if fully set forth herein.

32. As Vicente's financial advisor and manager, Casanova owed Vicente fiduciary duties of good faith, fairness, loyalty, and the duty to act in Vicente's best interest.

33. Casanova abused that fiduciary relationship through his misrepresentations and by taking an improper advantage of the parties' relationship at Vicente's expense.

WHEREFORE, Vicente respectfully requests judgment against Casanova for actual and compensatory damages, pre-and post-judgment interest, and any other relief this Court deems just and proper.

Count V-Conversion

34. Vicente incorporates by reference paragraphs 1–17 as if fully set forth herein.

35. Casanova has asserted, and continues to assert, wrongful dominion over Vicente's property for his own use and benefit.

36. Casanova has wrongfully deprived Vicente of his property to Vicente's detriment.

37. Vicente has been damaged by Casanova's wrongful dominion over Vicente's property.

WHEREFORE, Vicente respectfully requests judgment against Casanova for actual and compensatory damages, pre-and post-judgment interest, and any other relief this Court deems just and proper.

Count VI-Accounting

38. Vicente incorporates paragraphs 1–21 as if fully set forth herein.

39. Vicente and Casanova share a fiduciary relationship by virtue of Casanova’s control over the Credit Cards and the First American Accounts.

40. The accounts and financial transactions at issue are numerous, complex, and within Casanova’s exclusive knowledge and control, making it impractical to determine the precise amounts owed without an accounting.

41. Casanova has refused to produce bank records, credit card statements, or other supporting documentation necessary to determine the true nature and amount of transactions involving Vicente’s funds.

42. Vicente has no adequate remedy at law to ascertain the exact amount of funds misappropriated without an equitable accounting.

WHEREFORE, Vicente respectfully requests that the Court order Casanova to provide a full and complete accounting of (a) all bank and credit card accounts in which Vicente’s funds were deposited or through which Vicente’s funds passed, (b) all contributions and withdrawals made by Casanova to or from said accounts, (d) any other financial transaction involving Vicente’s funds, and (e) any other relief this Court deems just and proper.

Dated: August 19, 2025

Respectfully submitted,

/s/ Marcos Daniel Jiménez

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