

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

CASE NO. 2014CA006733 AI

ALLIED CAPITAL AND DEVELOPMENT
OF SOUTH FLORIDA, LLC a Florida Limited
Liability Company, HARBOURSIDE PLACE,
LLC, a Florida limited Liability Company,

Plaintiffs,

v.

DAVID FINKELSTEIN, an Individual,

Defendant.

DAVID FINKELSTEIN, an Individual,

Counter-Plaintiff,

v.

ALLIED CAPITAL AND DEVELOPMENT
OF SOUTH FLORIDA, LLC a Florida Limited
Liability Company, HARBOURSIDE PLACE,
LLC, a Florida Limited Liability Company, FLORIDA
REGIONAL CENTER, LLC, a Florida Limited
Liability Company, U.S. IMMIGRATION FUND, LLC,
a Delaware Limited Liability Company,
HARBOURSIDE FUNDING, LP, a Florida Limited
Partnership, VIA MIZNER FUNDING, LP, a Florida
Limited Partnership, CHARLES INVESTMENT
FUND, LLC, a Delaware Limited Liability Company,
CHARLES SPE FUNDING, LLC, a Delaware Limited
Liability Company, U.S. IMMIGRATION
FUND-NY, LLC, a New York Limited Liability
Company, 65 BAY STREET FUNDING, LLC, a
Delaware Limited Liability Company, BRYANT
PARK FUNDING 100, LLC, a Delaware Limited
Liability Company, WEST 57TH STREET FUNDING, LLC,
a Delaware Limited Liability Company, and NICHOLAS

A. MASTROIANNI, II, an Individual,

Counter- Defendants/Defendants.

**DAVID FINKELSTEIN'S ANSWER, AFFIRMATIVE DEFENSES
AND COUNTERCLAIM**

Defendant/Counter-Plaintiff, DAVID FINKELSTEIN ("Finkelstein"), by and through his undersigned counsel, hereby serves his Answer, Affirmative Defenses and Counterclaim. Defendant denies each and every allegation not expressly admitted herein. Further, any admissions are only made to the extent specifically stated herein. As to each correspondingly numbered paragraph of the Complaint, Defendant states as follows:

ANSWER

1. Admitted.
2. Admitted.
3. Admitted.
4. Admitted that paragraph 4 recites the claim alleged, but Finkelstein denies all allegations and liability thereunder.
5. Admitted that this Court has jurisdiction over Defendant. The remaining allegations are denied.
6. Admitted that in 2010, Finkelstein negotiated with Plaintiff for an interest in Allied Capital and Harbourside. The remaining allegations are denied.
7. Denied.
8. Denied.
9. Admitted that Finkelstein was the Chief Financial Officer of Allied Capital and other entities. The remaining allegations are denied.

10. Admitted that in addition to his financial interest in the Plaintiff entities, Finkelstein received a reduced salary and health insurance benefits. The remaining allegations are denied.

11. Denied.

12. Admitted.

13. Denied.

14. Denied.

15. Admitted that Finkelstein resigned. The remaining allegations are denied.

16. Denied.

17. Denied.

18. Admitted that Finkelstein resigned. The remaining allegations are denied.

19. Admitted that Finkelstein demanded payment due to him. Admitted that Finkelstein resigned. The remaining allegations are denied.

20. Denied.

21. Admitted.

22. Finkelstein does not have information regarding the facts alleged in paragraph 22 and must therefore deny same.

Count I- Declaratory Judgment

23. Finkelstein adopts and incorporates each of the responses to paragraphs 1-22 as if fully set forth herein.

24. Admitted that paragraph 24 recites the claim alleged, but Finkelstein denies all allegations and liability thereunder.

25. Denied.

26. Denied.

27. Denied.

28. Finkelstein does not have information regarding the facts alleged in paragraph 28 and must therefore deny same.

29. Denied.

AFFIRMATIVE DEFENSES

First Affirmative Defense: Failure to State a Cause of Action

Plaintiff fails to state a cause of action. Specifically, Plaintiff has failed to plead the elements required to allege a declaratory judgment, including the bona fide, actual, present and practical need for the declaration, that some right of the Plaintiff is dependent upon the facts or law applicable to the facts, that there is some person or persons who have an actual, present, adverse and antagonistic interest in the subject matter, and that this is not merely the seeking of legal advice by the Court.

Second Affirmative Defense- Advisory Opinion

Plaintiff's Complaint seeks an advisory opinion, as Plaintiff has only alleged that they "will have difficulties in raising capital, or incurring liabilities." Since the Plaintiff has not been damaged, the possibility of legal injury is contingent, wholly speculative, and is clearly not yet ripe.

Third Affirmative Defense: Promissory Estoppel

Defendant was promised an ownership interest in the Plaintiff entities. Defendant relied upon the promise in agreeing to work with Plaintiffs for a reduced salary. Plaintiffs should have reasonably expected that the promise of an ownership interest in the entities induced Defendant to work for entities and accept a reduced salary as compensation. Enforcement of Plaintiffs'

promise is necessary to avoid an injustice.

COUNTERCLAIM

INTRODUCTORY STATEMENT

In the spirit of “whoever throws the first punch usually wins,” the Plaintiffs, at the direction of their principal Nick Mastroianni, filed a bogus and improper declaratory judgment action as a peremptory strike against Mr. Finkelstein. However, this case is, and always has been, about Mr. Finkelstein’s claims against Plaintiffs, Mastroianni, and Mastroianni’s other entities (collectively “Plaintiffs”), claims that are worth tens of millions of dollars representing Mr. Finkelstein’s share of the Plaintiffs’ lucrative profits earned on Mr. Finkelstein’s back. These profits arose from development fees and projects, and the use of the EB-5 visa to raise investment capital for qualifying “commercial enterprises.” EB-5 visas are visas extended to foreign nationals who invest at least \$1 million (or \$500,000 in rural areas or areas with high unemployment) into an authorized commercial enterprise which creates jobs for American workers.

Mr. Finkelstein devoted years and years and thousands and thousands of hours to Plaintiffs in developing and implementing the EB-5 system for the benefit of Plaintiffs, including becoming the Chief Financial Officer of Plaintiffs. In exchange for his labors, Mr. Finkelstein was granted an equity share in the Plaintiffs and other related entities—an equity share that Plaintiffs now seek to have this Court declare does not exist. Through this case, Mr. Finkelstein only seeks that which he was promised, that which he has earned, and that which Plaintiffs have taken from him.

JURISDICTIONAL ALLEGATIONS

1. This is an action for damages in excess of \$15,000.00 exclusive of interest, costs,

and attorneys' fees.

2. Defendant/Counter-Plaintiff DAVID FINKELSTEIN, ("Finkelstein") is a resident of Palm Beach County, Florida.

3. Plaintiff/Counter-Defendant ALLIED CAPITAL AND DEVELOPMENT OF SOUTH FLORIDA, LLC, ("Allied FL") is a Florida Limited Liability Company, whose principal place of business is located in Palm Beach County, Florida.

4. Plaintiff/Counter-Defendant HARBOURSIDE PLACE, LLC, ("Harbourside") is a Florida Limited Liability Company, whose principal place of business is located in Palm Beach County, Florida.

5. Defendant FLORIDA REGIONAL CENTER, LLC, ("FRC") is a Florida Limited Liability Company, whose principal place of business is located in Palm Beach County, Florida.

6. Defendant U.S. IMMIGRATION FUND, LLC, ("USIF") is a Delaware Limited Liability Company, whose principle place of business is located in Palm Beach County, Florida.

7. Defendant HARBOURSIDE FUNDING, LP, ("HarborFund") is a Florida Limited Partnership, whose principle place of business is located in Palm Beach County, Florida.

8. Defendant VIA MIZNER FUNDING, LP, ("Mizner") is a Florida Limited Partnership, whose principle place of business is located in Palm Beach County, Florida.

9. Defendant CHARLES INVESTMENT FUND, LLC, ("Charles") is a Delaware Limited Liability Company, whose principle place of business is located in Palm Beach County, Florida.

10. Defendant CHARLES SPE FUNDING, LLC, ("CharlesSPE") is a Delaware Limited Liability Company, whose principle place of business is located in Palm Beach County, Florida.

11. Defendant U.S. IMMIGRATION FUND-NY, LLC, (“USIFNY”) is a New York Limited Liability Company, whose principle place of business is located in Palm Beach County, Florida.

12. Defendant 65 BAY STREET FUNDING, LLC, (“Bay Street”) is a Delaware Limited Liability Company, whose principle place of business is located in Palm Beach County, Florida.

13. Defendant BRYANT PARK FUNDING 100, LLC, (“Bryant”) is a Delaware Limited Liability Company, whose principle place of business is located in Palm Beach County, Florida.

14. Defendant WEST 57TH STREET FUNDING, LLC, (“W57TH”) is a Delaware Limited Liability Company, whose principle place of business is located in Palm Beach County, Florida.

15. Defendant NICK MASTROIANNI, II (“Mastroianni”) is a resident of Palm Beach County, Florida, and is otherwise subject to the jurisdiction of this Court.

16. Venue against Allied and Harbourside is proper in Palm Beach County, Florida as this is a counterclaim against these defendants and this action was originally brought by these defendants in Palm Beach County, Florida. Venue is proper against FRC in Palm Beach County under Fla. Stat. § 605.0703 because that is where the FRC principal office is located. Venue against Mastroianni is proper in Palm Beach County, Florida under Fla. Stat. 47.011 as that is where Mr. Mastroianni resides.

17. By virtue of Allied, Harbourside, and FRC being limited liability companies organized and existing under the laws of Florida, this Court has general personal jurisdiction over them pursuant to Fla. Stat. § 48.193(2) as they are engaged in substantial and not isolated

activity within Florida.

18. Mastroianni is also subject to the general jurisdiction of this Court pursuant to Fla. Stat. § 48.193(2) as he is engaged in substantial and not isolated activity within Florida. Alternatively, Mastroianni is subject to the specific personal jurisdiction of this Court pursuant to Fla. Stat. §§ 48.193(1)(a) as he operates, conducts, engages in, or carries on a business or business venture in Florida and has an office or agency in Florida.

GENERAL ALLEGATIONS

19. In late 2010, Mastroianni created FRC along with an attorney named Richard Yellen (“Yellen”). Yellen was Jack Schliffer’s partner in the Harbourside project. The purpose of FRC was to utilize the EB-5 visa investment vehicle to raise funds to complete the Harbourside project.

20. In 2010, well into the recession, capital sources started drying up for real estate development. Accordingly, as a means to supplement investment capital for the Harbourside project, Mastroianni began looking into EB-5 investments.

21. The EB-5 program, also known as the Immigrant Investor Program, is administered by the U.S. Citizenship and Immigration Services (“USCIS”). Through the program, foreign nationals seeking entry into the United States can obtain an EB-5 visa if they make a minimum \$1 million investment (or \$500,000 in rural or low employment areas) into approved “Regional Centers” and certain conditions are satisfied. These conditions include a requirement of for-profit activity to be carried out in the Regional Center, as well as the creation of jobs for American workers.

22. Mastroianni applied for FRC to become an approved “Regional Center” qualifying for EB-5 funding, and was granted approval in September of 2010.

23. As with any federal program, there are a lot of requirements that must be met to stay in compliance with the EB-5 program. For example, the money invested by the foreign nationals cannot be used for just any purpose, but its use is strictly regulated to accomplish the stated purpose of the EB-5 program (i.e. economic growth and job creation).

24. Accordingly, and to assist him with the implementation of the EB-5 program for use on the Harbourside project, Mastroianni reached out to Finkelstein due to his experience in financial and business matters.

25. In November of 2010, while Mastroianni and Finkelstein were in negotiations relating to Mr. Finkelstein's return to the Allied entities, FRC, and working again with Mastroianni in general, Mastroianni confirmed in writing to Mr. Finkelstein that he would get Mr. Finkelstein "5% of harbourside, and 10% of Allied" ("Allied FL") as equity ownership interests, in addition to other benefits such as salary and bonuses. According to Mastroianni: "Your interest in harbourside and other projects will spin off income for life, unless we were to sell an asset, in which case there would be a big payday," further promising that "were [sic] going from tee ball, to the world series in size, within the next 12 months!!"

26. Based on these promises, Finkelstein again began working with the Allied entities, FRC, the Harbourside project, and others. In fact, Mastroianni again confirmed to Mr. Finkelstein on March 25, 2011 that "we have a general agreement from the time we made the deal for you to come back to work, we have %'s that I agreed to in an email as it relates to harbourside and the RC [Florida Regional Center]."

27. Finally, in an email dated July 9, 2012, Mastroianni confirmed that Finkelstein is a 5% owner in Harbourside; a 5% owner in FRC, and a 10 % owner in Allied FL. By now, Finkelstein had been the CFO for all three entities, and the parties realizing that the EB-5 model

was working very well for Harbourside, decided to expand its use to other projects.

28. Up until late 2011 or early 2012, the Harbourside project was the only project that utilized the EB-5 program. Ultimately, FRC was retained to, and did in fact, complete EB-5 funding of other projects, as to all of which Finkelstein has been promised a 10% interest.

29. The following entities were established for the purpose of executing the various projects: USIF, HarborFund, Mizner, Charles, CharlesSPE, USIFNY, Bay Street, Bryant and W57TH.

30. Finkelstein is entitled to his 10% share of the profits made on these projects by FRC as a result of his interest in FRC and all the related entities for the projects, including USIF, HarborFund, Mizner, Charles, CharlesSPE, USIFNY, Bay Street, Bryant and W57TH.

31. In or around January and February of 2013, Finkelstein, as CFO of FRC, Allied FL and another entity controlled by Mastroianni, raised concerns about the way Mastroianni and the companies he controlled were treating the EB-5 monies.

32. Finkelstein, after reviewing the books of the various entities determined that he could no longer maintain his position as CFO of any of the entities as Mastroianni, along with those in his employ, routinely conducted side deals, and funneled money in and out of various accounts without conferring with the CFO and, as Finkelstein believed, in non-compliance with the EB-5 requirements, something that would cause serious problems should there ever be a USICS or SEC audit.

33. Accordingly, Finkelstein sent a letter to everyone advising that he was resigning his position as CFO.

34. This letter was not well-received by Mastroianni, who retaliated against Finkelstein by trying to freeze him out of his ownership interest in Harbourside, Allied FL,

FRC, USIF, HarborFund, Mizner, Charles, CharlesSPE, USIFNY, Bay Street, Bryant and W57TH.

35. Ultimately, Mastroianni's dissatisfaction resulted in the filing of the unfounded and inappropriate declaratory judgment action that commenced this action.

Count I

Judicial Dissolution of Florida Regional Center, LLC

Pursuant to Fla. Stat. § 605.0702

36. Finkelstein re-alleges paragraphs 1 through 35 above as though fully set forth herein.

37. Finkelstein holds a membership interest in FRC in the amount of 10%.

38. Finkelstein, as both a member and former Chief Financial Officer of FRC believes that sufficient grounds for judicial dissolution exists because:

- a. Mastroianni is causing FRC's conduct, or all or substantially all of FRC's activities and affairs to be unlawful. Specifically, Finkelstein believes that FRC, at the direction of its majority (and managing) member, Mastroianni, is failing to use the EB-5 investment funds in a manner that is authorized by the applicable rules and regulations. Because the EB-5 capital investment is the sole activity of FRC, and FRC has raised or is in the process of raising hundreds of millions of dollars under the EB-5 investment program, the unlawful conduct or activities and affairs of FRC as described above necessarily taints all of FRC's conduct.
- b. Mastroianni, who is in control of the company, has acted, is acting, and is reasonably expected to act in a manner that is illegal or fraudulent. Specifically, Finkelstein believes that FRC, at the direction of its majority (and managing) member, Mastroianni, is failing to use the EB-5 investment funds in a manner that

WHEREFORE, pursuant to Fla. Stat. § 605.0703(4)(b) and (c), Finkelstein respectfully requests the Court to dissolve FRC, or alternatively enter an order requiring FRC or its remaining members to purchase his 5% interest in FRC for fair market value pursuant Fla. Stat. § 605.0706, or for such other remedy the Court deems appropriate.

Count II
Judicial Dissolution of Allied Capital and Development of South Florida, LLC
Pursuant to Fla. Stat. § 605.0702

39. Finkelstein re-alleges paragraphs 1 through 35 above as though fully set forth herein.

40. Finkelstein holds a membership interest in Allied FL in the amount of 10%.

41. Finkelstein, as both a member and former Chief Financial Officer of Allied FL believes that sufficient grounds for judicial dissolution exists because:

- a. Mastroianni is causing Allied FL's conduct, or all or substantially all of Allied FL's activities and affairs to be unlawful. Specifically, Finkelstein believes that Allied FL, at the direction of its majority (and managing) member, Mastroianni, is failing to use the EB-5 investment funds in a manner that is authorized by the applicable rules and regulations. Because the EB-5 funds are used for all development fees paid to Allied FL, and are the sole income for Allied FL, the improper and unauthorized use of the EB-5 funds taints all of Allied FL's conduct.
- b. Mastroianni, who is in control of the company, has acted, is acting, and is reasonably expected to act in a manner that is illegal or fraudulent. Specifically, Finkelstein believes that Allied FL, at the direction of its majority (and managing)

member, Mastroianni, is failing to use the EB-5 investment funds in a manner that is authorized by the applicable rules and regulations.

WHEREFORE, pursuant to Fla. Stat. § 605.0703(4)(b) and (c), Finkelstein respectfully requests the Court to dissolve Allied FL, or alternatively enter an order requiring Allied FL or its remaining members to purchase his 10% interest in FRC for fair market value pursuant Fla. Stat. § 605.0706, or for such other remedy the Court deems appropriate.

Count III

Judicial Dissolution of Harbourside Place, LLC

Pursuant to Fla. Stat. § 605.0702

42. Finkelstein re-alleges paragraphs 1 through 35 above as though fully set forth herein.

43. Finkelstein holds a membership interest in Harbourside Place, LLC in the amount of 5%.

44. Finkelstein, as both a member and former Chief Financial Officer of Harbourside believes that sufficient grounds for judicial dissolution exists because:

- a. Mastroianni is causing Harbourside's conduct, or all or substantially all of Harbourside's activities and affairs to be unlawful. Specifically, Mr. Finkelstein believes that Harbourside, at the direction of its majority (and managing) member, Mastroianni, is failing to use the EB-5 investment funds in a manner that is authorized by the applicable rules and regulations. Because the EB-5 capital investment is the sole activity of Harbourside, and Harbourside has raised or is in the process of raising hundreds of millions of dollars under the EB-5 investment program, the unlawful conduct or activities and affairs of Harbourside as described above necessarily taints all of Harbourside's conduct.

- b. Mastroianni, who is in control of the company, has acted, is acting, and is reasonably expected to act in a manner that is illegal or fraudulent. Specifically, Finkelstein believes that Harbourside, at the direction of its majority (and managing) member, Mastroianni, is failing to use the EB-5 investment funds in a manner that is authorized by the applicable rules and regulations.

WHEREFORE, pursuant to Fla. Stat. § 605.0703(4)(b) and (c), Finkelstein respectfully requests the Court to dissolve Harbourside, or alternatively enter an order requiring Harbourside or its remaining members to purchase his 5% interest in Harbourside for fair market value pursuant Fla. Stat. § 605.0706, or for such other remedy the Court deems appropriate.

Count IV
Breach of Contract

45. Finkelstein re-alleges paragraphs 1 through 35 above as though fully set forth herein.

46. Mastroianni promised Finkelstein that if he accepted employment at a reduced salary, he would be further, and more fully, compensated by being given a 5% membership interest in Harbourside; a 5% membership interest in FRC, and a 10 % membership interest in Allied FL.

47. Finkelstein accepted employment as CFO of the entities based upon the promise of full compensation, including a membership interest in the three entities and any future business ventures.

48. The employment arrangement is a binding contract between the parties.

49. Counter-Defendants have breached the contract by failing to provide Finkelstein his compensation in accordance with the terms of the contract.

50. Finkelstein performed at all times in accordance with the terms of the contract and

satisfied all conditions precedent.

51. Finkesltein has been damaged as a result of Counter-Defendants' breach of the contract.

WHEREFORE, Finkelstein demands judgment for damages against ALLIED CAPITAL AND DEVELOPMENT OF SOUTH FLORIDA, LLC, HARBOURSIDE PLACE, LLC and FLORIDA REGIONAL CENTER, LLC, along with the costs associated with bringing this action, interest, and any further relief this Court deems appropriate under the circumstances.

Count V
Fraudulent Inducement

52. Finkelstein re-alleges paragraphs 1 through 24 and 28 through 35 above as though fully set forth herein.

53. Counter-Defendants made misrepresentations for the purpose of inducing Plaintiffs to enter into accepting employment at a reduced salary.

54. Specifically, Mastroianni, as an individual and as a principal of Harbourside, FRC and Allied FL, promised Finkelstetin that if he accepted employment with Counter-Defendants at a reduced salary, he would also be given a membership interest in Harbourside, FRC, Allied FL, And 10% of all future EB-5 projects/entities, including USIF, HarborFund, Mizner, Charles, CharlesSPE, USIFNY, Bay Street, Bryant and W57TH.

55. Despite their promises, Counter-Defendants never provided Finkelstein any membership interest in Harbourside, FRC, Allied FL, USIF, HarborFund, Mizner, Charles, CharlesSPE, USIFNY, Bay Street, Bryant or W57TH.

56. Counter-Defendants knew or should have known that the misrepresentations were false at the time they were made and knew or should have known that Finkelstein would rely upon said misrepresentations in accepting the position.

57. Finkelstein reasonably relied upon the misrepresentations identified, and would not have accepted the employment at a reduced salary had Counter-Plaintiff known of the falsity of these misrepresentations.

58. Finkelstein reasonably relied upon the misrepresentations to his detriment and has been damaged as a direct and proximate consequence of this reasonable reliance.

WHEREFORE, Finkelstein demands judgment for damages against NICHOLAS A. MASTROIANNI, II, ALLIED CAPITAL AND DEVELOPMENT OF SOUTH FLORIDA, LLC, HARBOURSIDE PLACE, LLC, FLORIDA REGIONAL CENTER, LLC, U.S. IMMIGRATION FUND, LLC, HARBOURSIDE FUNDING, LP, VIA MIZNER FUNDING, LP, CHARLES INVESTMENT FUND, LLC, CHARLES SPE FUNDING, LLC, U.S. IMMIGRATION FUND-NY, LLC, 65 BAY STREET FUNDING, LLC, BRYANT PARK FUNDING 100, LLC, and West 57TH STREET FUNDING, LLC, along with the costs associated with bringing this action, interest, and any further relief this Court deems appropriate under the circumstances. Counter-Plaintiff reserves the right to seek leave to plead a claim for punitive damages.

Count VI
Unjust Enrichment

59. Finkelstein re-alleges 1 through 24 and 28 through 35, and 53 through 58 above as though fully set forth herein.

60. Finkelstein conferred a benefit on the Counter-Defendants by providing them his expertise and knowledge on the EB-5 program without being fully compensated as promised.

61. Counter-Defendants have knowledge of the benefits conferred upon them, as evidenced by the significant funding on the various projects obtained pursuant to the EB-5 program.

62. Counter-Defendants voluntarily accepted and retained the benefit conferred.

63. It would be inequitable for Counter-Defendants to retain the benefit of Finkelstein's services without paying the full value of such services to Finkelstein.

WHEREFORE, Finkelstein demands judgment for damages against ALLIED CAPITAL AND DEVELOPMENT OF SOUTH FLORIDA, LLC, HARBOURSIDE PLACE, LLC, FLORIDA REGIONAL CENTER, LLC, U.S. IMMIGRATION FUND, LLC, HARBOURSIDE FUNDING, LP, VIA MIZNER FUNDING, LP, CHARLES INVESTMENT FUND, LLC, CHARLES SPE FUNDING, LLC, U.S. IMMIGRATION FUND-NY, LLC, 65 BAY STREET FUNDING, LLC, BRYANT PARK FUNDING 100, LLC, and WEST 57TH STREET FUNDING, LLC, along with the costs associated with bringing this action, interest, and any further relief this Court deems appropriate under the circumstances.

Count VII
Promissory Estoppel

64. Finkelstein re-alleges paragraphs 1 through 24 and 28 through 35, and 53 through 58 above as though fully set forth herein.

65. Finkelstein was promised an ownership interest in the Counter-Defendant entities.

66. Finkelstein relied upon that promise in agreeing to work for Counter-Defendants for a reduced salary.

67. Counter-Defendants should have reasonably expected that the promise of an ownership interest in the entities would induce Finkelstein to work for entities and accept a reduced salary as compensation.

68. Enforcement of Counter-Defendants' promise is necessary to avoid an injustice.

WHEREFORE, Finkelstein demands judgment for damages against ALLIED CAPITAL AND DEVELOPMENT OF SOUTH FLORIDA, LLC, HARBOURSIDE PLACE, LLC,

FLORIDA REGIONAL CENTER, LLC, U.S. IMMIGRATION FUND, LLC, HARBOURSIDE FUNDING, LP, VIA MIZNER FUNDING, LP, CHARLES INVESTMENT FUND, LLC, CHARLES SPE FUNDING, LLC, U.S. IMMIGRATION FUND-NY, LLC, 65 BAY STREET FUNDING, LLC, BRYANT PARK FUNDING 100, LLC, and WEST 57TH STREET FUNDING, LLC, along with the costs associated with bringing this action, interest, and any further relief this Court deems appropriate under the circumstances.

Respectfully submitted,

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CERTIFICATE OF SERVICE

WE HEREBY CERTIFY that a true and correct copy of *Defendant's Answer, Affirmative Defenses and Counterclaim* has been served this 26th day of January 2015, to **Mitchell Berger**, Esquire, and **Zachary P. Hyman** of BERGER SINGERMAN, LLP., 350 East Las Olas Blvd., Suite 1000, Fort Lauderdale, FL 33301


LEORA B. FRIERE