

IN THE CIRCUIT COURT OF THE 11TH
JUDICIAL CIRCUIT, IN AND FOR
MIAMI-DADE COUNTY, FLORIDA

CIRCUIT CIVIL DIVISION

CASE NO:
RELATED CASE NO: 2014-31805-CA 02

CONSTANTINE SCURTIS;

Plaintiff,

v.

ALEXANDER E. RODRIGUEZ; STUART ZOOK;
CEDAR, LLC;

Defendants,

and

CEDAR ACQUISITION, LTD.;

Nominal Defendant.

COMPLAINT
JURISDICTION AND PARTIES

1. This is an action for damages that exceed \$15,000.
2. Plaintiff, Constantine Scurtis (“Scurtis”), is a resident of Dallas County, Texas.
3. Defendant, Alexander E. Rodriguez (“Rodriguez”), is a resident of Miami-Dade County, Florida.
4. Defendant, Stuart Zook (“Zook”), is a resident of Miami-Dade County, Florida.
5. Defendant, Cedar, LLC, is a Florida limited liability company which has its principal place of business in and conducts business in Miami-Dade County, Florida. Rodriguez

and Zook use Cedar, LLC exclusively for the purposes of controlling Cedar Acquisition, Ltd. as its general partner.

6. Scurtis, as a limited partner of Cedar Acquisition, Ltd., brings derivative claims pursuant to Florida Statutes Section 620.2002 on behalf of Cedar Acquisition, Ltd., on account of on-going waste, mismanagement, and self-dealing currently occurring by, among others, Rodriguez and Zook.

7. No demand to bring this suit was made on Cedar Acquisition, Ltd., because any such demand would be futile and not likely to succeed, given the interested and dependent role of the parties fraudulently managing the business of Cedar Acquisition, Ltd. and their participation in the malfeasance alleged in this Complaint.

8. Venue is appropriate in this Court pursuant to, *inter alia*, Florida Statutes Sections 47.011, 47.041, and 47.051.

FACTUAL ALLEGATIONS

9. Plaintiff, Constantine Scurtis, a limited partner in Nominal Defendant Cedar Acquisition, Ltd., sues Defendants Cedar, LLC, Alexander Rodriguez and Stuart Zook on behalf of Cedar Acquisition, Ltd. for damages and alleges as follows:

I. Rodriguez & Scurtis Form Real Estate Partnership

10. As more fully laid out in the Verified Fourth Amended Complaint filed on January 8, 2021, in *Scurtis v. Rodriguez*, Case No. 2014-31805-CA 02 in this Judicial Circuit before the CBL¹, Rodriguez and Scurtis created a joint real estate partnership (the “Partnership”).

11. The general nature of that Partnership was that in exchange for committing the capital, Rodriguez was provided 95% of the equity, while in exchange for his labor and

¹ That Verified Fourth Amended Complaint is attached as Ex. A and the allegations therein should be treated as fully realleged here.

expertise, Scurtis was provided 5% of the equity. The Partnership conducted its business through the use of various holding partnerships, which it used to purchase Partnership assets. Rodriguez and Scurtis generally mirrored the 95-5 equity split in each holding partnership but providing a nominal percentage no greater than one percent to the general partnership entity.

12. Nominal Defendant Cedar Acquisition, Ltd. is one such holding partnership.

II. Cedar Acquisition, Ltd. Purchases Real Estate

13. In 2006, at Scurtis's direction, Cedar Acquisition, Ltd. purchased 800 E. South St., Alvin, Texas (the "Property"). The Partnership purchased the Property with the intent to rehabilitate and let the apartments, generating income over the long-term. In other words, the Property was purchased with the intent to buy and hold, not to buy and flip.

III. Scurtis is Wrongfully Excluded from the Partnership

14. On September 18, 2008, Rodriguez, by and through his divorce attorney Alan Kluger, and Zook demanded that Scurtis leave the Partnership offices. Scurtis believed at the time that the demand stemmed from issues related to his sister's divorce, and he expected that any such issues could be worked out with time. He was determined to minimize any disruption to the business. Scurtis never suspected any attempt to strip him of the future financial rewards to which he was rightfully entitled based on his equity interests and his deferred commissions.

15. Rodriguez intentionally encouraged Scurtis to maintain confidence in the business's future. The next morning, on September 19, 2008, Rodriguez texted Scurtis admitting that he was "sorry things went down this way." His text included: "I know I handled your Deal wrongly. . . I hope to have a Calm, loving discussion over lunch," "I do not believe [t]his is the end for us," and ended "Talk to you soon." Seemingly confirming Scurtis's belief that the situation would be worked out once Scurtis and Rodriguez could meet, Rodriguez asked for a private meal together to discuss what had happened and what would happen going forward.

16. That meal never happened.

IV. Rodriguez and Zook Mismanage the Business and Embezzle Property by Selling it to Themselves Below Market Value

17. In his absence, Scurtis believed that Rodriguez and Zook were managing and running Cedar Acquisition, Ltd. for the mutual benefit of the Partnership.

18. Instead, Rodriguez and Zook schemed to dismantle the Partnership, including Cedar Acquisition, Ltd., to ensure they did not have to make any distributions to Scurtis.

19. As part of their scheme, they formed Monument Capital Management, LLC and Monument Real Estate Services, LLC (collectively, “Monument”) as mirrors of the Partnership that Scurtis owned no part of. They then determined to sell embezzle property from the Partnership and sell themselves the Property at below market rates to avoid paying any distributions to Scurtis while allowing Monument to appear to have found attractive property at good prices.

20. Rodriguez was incented to sell the Property to Monument to assist Monument in quickly building a portfolio of properties so that it could more quickly replace the Partnership. He was also individually incented to sell the Property to Monument for the specific purpose of avoiding paying Scurtis, who he had a personal vendetta against stemming from Rodriguez’s divorce. Indeed, in 2014 before this suit was filed, Rodriguez stated to his ex-wife, Cynthia Scurtis, that he would never pay Scurtis a single dollar again.

21. Zook was incented to sell the Property to Monument because he had no equity interest in Cedar Acquisition, Ltd., but, on information and belief, he has an equity interest in Monument. Thus, by fraudulently transferring the Property to Monument, Zook immediately benefited from his new equity interest.

22. In sum, Rodriguez and Zook embezzled from the Partnership and caused the transfer of the Property without receiving a reasonably equivalent value in exchange for any such transfer to avoid paying Scurtis his partner equity share while enabling themselves to reap the benefit through their interests in Monument.

23. Had Rodriguez and Zook properly marketed and sold the Property on the open market, Cedar Acquisition, Ltd. would have received a substantial premium over what was paid.

24. By failing to openly market the Property, Rodriguez and Zook, through Cedar, LLC have breached their fiduciary duties.

V. Demand Futility

25. Any demand upon Cedar Acquisition, Ltd. to bring this suit would be futile because, *inter alia*, Rodriguez and Zook maintain control over Cedar Acquisition, Ltd.. Given that this matter concerns Rodriguez and Zook's wrongful conduct, any demand that they bring this suit would be futile.

CLAIMS

COUNT 1

**CONTINUING BREACH OF FIDUCIARY DUTY
(CEDAR ACQUISITION, LTD. v. RODRIGUEZ & ZOOK)**

26. Scurtis, on behalf of Cedar Acquisition, Ltd., realleges all prior paragraphs above.

27. Cedar Acquisition, Ltd. is a partnership that both Rodriguez and Zook owed fiduciary duties to by virtue of their control of Cedar Acquisition, Ltd., including through their control of Cedar, LLC.

28. By failing to preserve the value of Cedar Acquisition, Ltd.'s Property, including by selling the Property to Monument, an entity which they control, for below market prices, Rodriguez and Zook have breached their fiduciary duties to Cedar Acquisition, Ltd..

29. In sum, Rodriguez and Zook breached their fiduciary duties by, *inter alia*:

- a. Creating a competitive business to compete with the Partnership business;
- b. Diverting profits and revenues along with assets of the Cedar Acquisition, Ltd. to themselves and/or to business they controlled;
- c. Diverting assets of Cedar Acquisition, Ltd.;
- d. Falsifying books and records of Cedar Acquisition, Ltd.;
- e. Selling the Property in violation of long-term agreement to develop.
- f. Not accounting to Scurtis on the affairs of Cedar Acquisition, Ltd.; and
- g. Otherwise acting grossly negligent, recklessly and engaging in self-dealing to the detriment of the business.

30. Rodriguez's and Zook's continuous conduct constitute material breaches of their fiduciary duties to Cedar Acquisition, Ltd..

31. As a direct result of Rodriguez's and Zook's continuous breaches of their fiduciary duties, Cedar Acquisition, Ltd. has suffered substantial damages, including, without limitation, lost profits.

32. All conditions precedent to the bringing of this action have been performed, have occurred, or have been waived.

WHEREFORE, Plaintiff Scurtis, derivatively on behalf of Cedar Acquisition, Ltd., demands judgment against Defendants Rodriguez and Zook for compensatory damages, including lost profits, and interest thereon, lost business opportunities, disgorgement of profits, illegal gains, and all compensation paid to Rodriguez and Zook, the costs of bringing this action, and such additional relief as this Court deems appropriate. Plaintiff Scurtis, derivatively on behalf of Cedar Acquisition, Ltd., also demands judgment against Defendants Rodriguez and Zook for punitive damages stemming from their intentional and bad faith breaches of his fiduciary duties, as more

fully alleged in the Verified Fourth Amended Complaint filed in *Scurtis v. Rodriguez*, and attached as Ex. A.

Dated: January 8, 2021

Respectfully Submitted,

ROCHE CYRULNIK FREEDMAN LLP

/s/ Katherine Eskovitz

Katherine Eskovitz, Esq. (PHV)
California Bar No. 255105
1158 26th Street, Suite 175
Santa Monica, CA 90403
Email: keskovitz@rcfllp.com

Nathan Holcomb, Esq. (PHV)
New York Bar No. 4492419
Eric Rosen, Esq. (PHV forthcoming)
New York Bar No. 4412326
Daniel Stone, Esq. (PHV)
New York Bar No. 5527023
Jolie Huang, Esq. (PHV)
New York Bar No. 5691597

99 Park Ave. Suite 1910
New York, NY 10016
Tel: (646) 350-0527
Email: keskovitz@rcfllp.com
Email: nholcomb@rcfllp.com
Email: erosen@rcfllp.com
Email: dstone@rcfllp.com
Email: jhuang@rcfllp.com

Colleen Smeryage, Esq.
Florida Bar No. 100023
200 S Biscayne Blvd
Suite 5500
Miami, FL 33131
Tel: (305) 971-5943
Email: csmeryage@rcfllp.com

Counsel for Plaintiff Constantine Scurtis

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on January 8, 2021, a true and correct copy of the foregoing was filed via the Florida E-Portal and served *via* e-mail upon:

John C. Lukacs, Esq.
75 Valencia Avenue, Suite 600
Coral Gables, FL 33134
jcl@jclpalaw.com
nb@jclpalaw.com
pleadings@jclpalaw.com
Attorneys for Defendants

/s/ Colleen L. Smeryage
Colleen L. Smeryage

VERIFICATION
Pursuant to Fla. Stat. § 92.525

Under penalties of perjury, I, Constantine Scurtis, declare that I have read the foregoing Complaint and that the facts stated in it are true.

Executed on January 8, 2021



Constantine Scurtis

EXHIBIT A

IN THE CIRCUIT COURT OF THE 11TH
JUDICIAL CIRCUIT, IN AND FOR
MIAMI-DADE COUNTY, FLORIDA

CIRCUIT CIVIL DIVISION

CASE NO: 2014-31805-CA 02

CONSTANTINE SCURTIS;
ACREI, LLC;
ACREI-II, LLC; and
ACREI-III, LLC

Plaintiffs,

v.

ALEXANDER E. RODRIGUEZ; STUART ZOOK;
NEWPORT PROPERTY VENTURES LTD.;
MONUMENT CAPITAL MANAGEMENT, LLC;
MONUMENT REAL ESTATE SERVICES LLC;
2328 NE 6th AVE LTD.; 454 NE 23 ST. LTD.;
500 NE 24TH ST. LTD.; 460 NE 25 ST LTD.;
559-77 BUILDING LTD.; 103-05 BUILDING,
LTD.; 426 BUILDING LTD.; 222 BUILDING
LTD.; 148 BUILDING LTD.; 551-5 BUILDING
LTD.; 750 BAY FRONT, LTD.; 236 BUILDING
LTD.; 6TH AVE BUILDINGS, LTD.; 410
BUILDING LTD.; YVES HOUSE PROPERTIES
LTD.; 1800 ROCKLEDGE PLAZA LTD.;
1570 MADRUGA AVE LTD.; 420 BUILDING
LTD.; 1950 BUILDING LTD.; 219 BUILDING
LTD.; 448 BUILDING LTD.; 3615 THOMAS
LTD.; 455 BUILDING, LTD.; 200 BUILDING
LTD.; CHURCH AVE APARTMENTS, LTD.;
5TH AVENUE APARTMENTS LTD.;
NEWPORT HARBOR INC.; NEWPORT
HARBOR LTD.; NEWPORT PINETREE &
LAKESIDE I Inc.; NEWPORT PINETREE &
LAKESIDE I LTD.; NEWPORT PINETREE &
LAKESIDE II Inc.; NEWPORT PINETREE &
LAKESIDE II LTD.; NEWPORT PINETREE &
LAKESIDE, LLC.; NEWPORT PINETREE LLC;

OAK COURTS LLC; OAK COURTS, LTD.; OAK COURTS ACQUISITION L.P.; ROYAL GULF LLC; ROYAL GULF ACQUISITION, L.P.; ROYAL GULF, LTD.; RIVERBROOK ACQUISITION LTD.; AHR LLC; WOOD CREEK AND REGENCY PARK LLC; WOOD CREEK AND REGENCY PARK LTD.; RESIDENCES WEST BEACH LLC; RESIDENCES WEST BEACH LTD.; FAIRWIND LLC; FAIRWIND ACQUISITION LTD.; HORIZON ACQUISITION, LTD.; ASHLEY ACQUISITION, LTD.; HARBOR POINTE LLC; HARBOR POINTE ACQUISITION LTD.; CEDAR LLC; CEDAR ACQUISITION, LTD.; NORMANDY LLC; NORMANDY ACQUISITION, L.P.; NORMANDY ACQUISITION LLC; NORMANDY UNITED LLC; COLONY OAKS LLC; CREEKWOOD LLC; CREEKWOOD ACQUISITION LTD.; BAYBROOK LLC; BAYBROOK I ACQUISITION LTD.; BAYBROOK II ACQUISITION LTD.; CVW LLC; CLEAR LAKE ACQUISITION. LTD.; COSTAMAR ACQUISITION, LTD.; WINDJAMMER ACQUISITION, LTD.; VILLAGE SOUTH ACQUISITION, LTD.; NEWPORT PROPERTY APARTMENT VENTURES LTD.; 420 APARTMENTS, LTD.; NEWPORT PROPERTY CONSTRUCTION, LTD.; NEWPORT PROPERTY APARTMENT VENTURES, INC.; COSTAMAR HOLDINGS, INC.; COSTAMAR I, LLC; COSTAMAR II, LLC; COLONY OAKS ACQUISITION, LTD.; CEDAR OAKS ACQUISITION, LTD.; and ST. THOMAS ACQUISITION, L.P.,

Defendants.

VERIFIED FOURTH AMENDED COMPLAINT

INTRODUCTION

1. Defendant Alex Rodriguez, a former Yankees baseball player, is a serial cheater and liar. After cheating on his wife, Cynthia, and lying about his affairs, Alex Rodriguez (hereinafter “Defendant” or “Rodriguez”) then lied to and cheated his brother-in-law, Plaintiff Constantine Scurtis (hereinafter “Plaintiff” or “Scurtis”), in their real estate partnership. This case arises out of Defendants’ breaches of fiduciary duty, breaches of contract, and illegal and fraudulent pattern of criminal activity—including embezzlement, obtaining property by fraud, insurance fraud, forgery, mail fraud, and wire fraud. Through their racketeering, Rodriguez and his co-conspirators have caused Scurtis many millions of dollars in damages.

2. Scurtis’s relationship with Rodriguez had an auspicious start. After Rodriguez married Scurtis’s sister Cynthia in 2002, Rodriguez not only joined the Scurtis’s large and prosperous Greek family, but also formed a wildly successful real estate partnership with Scurtis, founded on the combined strength of Scurtis’s investment acumen and Rodriguez’s capital.

3. The terms of the real estate partnership were straightforward: Rodriguez, because he funded the venture, was to receive 95% of the profits; Scurtis, for his work as manager of the venture and due to his considerable business acumen, was to receive 5% of the profits and an additional commission of 3% on purchases of properties that he identified as investment opportunities (hereinafter, “Acquisition Fees”).

4. The real estate partnership had significant early success and held even greater long-term promise. This was largely because Scurtis had the foresight to identify investment opportunities in up-and-coming Miami neighborhoods that were poised to increase in value.

Scurtis saw such future promise in the Edgewater area that he and Rodriguez began to refer to it as the “Promised Land.” Scurtis was right: It is now one of the hottest real estate markets in Miami.

5. Scurtis and Rodriguez received advice and praise for their rapidly growing venture from such business luminaries as Warren Buffett and Jack Welch. In 2006, after Rodriguez and Scurtis met with Buffet to review the business plan and track record of their growing business, Buffett wrote: “You are doing a lot better with your investments than I am. In fact, I can’t think of a more logical program than the one you are following.”



(Picturing, from left to right, Jose Gomez, Rodriguez, Buffett, and Scurtis)

6. In approximately 2008, however, just six years into Rodriguez’s marriage to Scurtis’s sister, news broke publicly that Rodriguez had cheated on his wife with a stripper. Rodriguez repeatedly, adamantly, and falsely denied the affair to Scurtis, including as Rodriguez placed his paramour’s parents in a condominium that was owned by his real estate partnership with Scurtis and caused Scurtis to unwittingly complete the paperwork for the sale. After Rodriguez’s

wife discovered the truth about Rodriguez's infidelity and filed for divorce, Rodriguez then turned on Scurtis and cheated *him*.

7. On September 18, 2008, within months after the divorce filing, a Rodriguez acolyte asked Scurtis to leave their real estate office, and Rodriguez's co-conspirators assumed responsibility for its day-to-day operations. But Scurtis was reassured the following day that any issues could be resolved when Rodriguez texted him (using his nickname "Taki"):

Taki. . .
I know I handled your
Deal wrongly.
I hope to have a long
Calm, loving discussion
Over lunch.
Me and you alone.
I also, do not believe
This is the end for us.
Do not let other
People's mean words and
Actions bring you down.
You are one of the best
Humans I have ever met.
I am grateful for all that
You taught me, your hard
Work, your passion.
Talk to you soon.

8. Scurtis never suspected that the tussle over the day-to-day operation of the business arising from his sister's divorce would be followed by a systematic and fraudulent effort to eliminate Scurtis's equity in the venture and strip him of the future financial rewards to which he was rightfully entitled.

9. Meanwhile, Rodriguez and his co-conspirators secretly engaged in a series of wrongful actions, without Scurtis's knowledge or approval, to deprive Scurtis of his financial interests in the partnership, including:

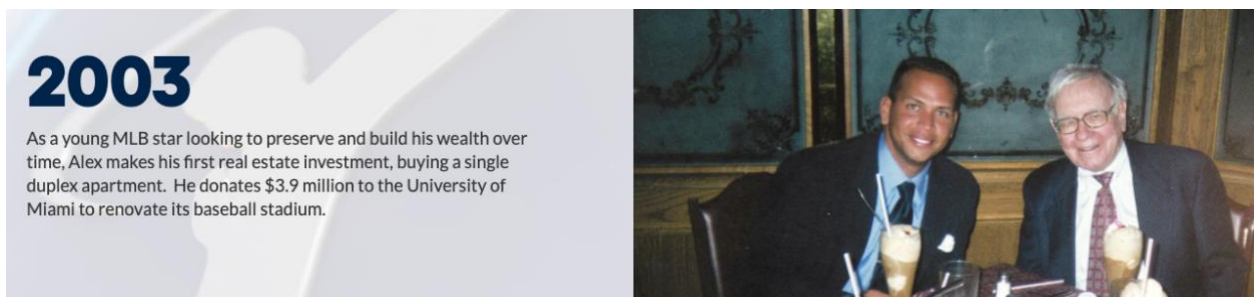
- a. Embezzling real estate assets from the partnership, selling to themselves at artificially low prices, and cutting Scurtis out of any future profits from those assets.
- b. Embezzling other real estate assets, selling them at artificially low prices to liquidate Scurtis's position, without generating any distributable gains, and then investing the sales proceeds in equivalent properties to enrich themselves and deprive Scurtis of any future interest.
- c. Fabricating assignments of Scurtis's partnership interests to entities controlled by Rodriguez, continuing the business in new name only by fraudulently cutting out Scurtis, and making false filings concerning those assignments with the Florida Secretary of State.
- d. Filing false Schedule K-1 forms with the IRS, fraudulently imposing potential tax liability on Scurtis by falsely booking gains and claiming to have made distributions to him that were never made.

10. Scurtis has learned through this litigation that these actions were part of a broader pattern of illegal and fraudulent activity through which Rodriguez and his co-conspirators exposed Scurtis to the risk of substantial financial liability, exploiting and corrupting what had been a legitimate and profitable family real estate business for their own financial gain.

11. For example, to defraud the banks that had loaned the partnership money, Rodriguez and his co-conspirators created false records to show that employees of the partnership in Miami were "renting" the mortgaged properties hundreds of miles away in Tampa when, in fact, the co-conspirators were reimbursing those employees for their "rent" payments by issuing checks for "consulting" in the exact amount of the "rent" payments. Further, as documented by a

whistleblower, after Hurricane Ike hit in 2008, Defendants committed insurance fraud by creating two sets of accounting records, with one showing actual damage to the real estate holdings and another reflecting significantly inflated damages. Unbeknownst to Scurtis, these schemes had put him at risk because he was the personal guarantor on the loans in the event of precisely the sort of illegal activity engaged in by Defendants.

12. Today, Rodriguez's self-promotion on his website, Arodcorp.com, literally cuts Scurtis out of the picture, spinning a narrative that conveniently omits his debt to Scurtis and his theft of the fruits of Scurtis's labor:¹



13. When Scurtis learned in 2014 that he was at risk of significant tax liability for falsely reported gains and distributions he had never received, he asked his sister (Rodriguez's ex-wife) to appeal to Rodriguez. The response conveyed to Scurtis was that Rodriguez would never pay him another dollar ever again. Scurtis was left with no choice but to commence this lawsuit.²

¹ <https://www.aroncorp.com/our-founder> (last visited Jan. 8, 2020) ("While he racked up extraordinary stats on the field (696 home runs and more grand slams than any other MLB player in history), Alex simultaneously assembled an impressive team at A-Rod Corp, bought apartment units across the southeastern U.S., and built a fully integrated real estate and development company. Following his success in real estate, where A-Rod Corp's annual returns on investment have exceeded 20%, Alex has invested in a variety of sectors where he has expertise, including sports, wellness, media and entertainment, and technology."); <https://www.aroncorp.com/timeline> (last visited Jan. 8, 2020).

² Rodriguez continues to attempt to use his power and financial leverage to evade responsibility for his misdeeds—even going so far as to threaten Scurtis's sister with reduced child-care payments and financial assistance for their children if she does not oppose Scurtis in this action.

PARTIES, JURISDICTION, AND VENUE

14. This is an action for injunctive relief and for damages that exceed \$15,000.
15. Plaintiff Constantine Scurtis is a resident of Dallas County, Texas.
16. Defendant Alexander E. Rodriguez is a resident of Miami-Dade County, Florida.
17. Defendant Stuart Zook (hereinafter, “Zook”) is a resident of Miami-Dade County, Florida.
18. Plaintiff ACREI, LLC (hereinafter, “ACREI”), is a Florida limited liability company which has its principal place of business in and conducts business in Miami-Dade County, Florida.
19. Plaintiff ACREI-II, LLC (hereinafter, “ACREI-II”), is a Florida limited liability company which has its principal place of business in and conducts business in Miami-Dade County, Florida.
20. Plaintiff ACREI-III, LLC (hereinafter, “ACREI-III”), is a Florida limited liability company which has its principal place of business in and conducts business in Miami-Dade County, Florida.
21. Scurtis is the sole member and manager of each of ACREI, ACREI-II and ACREI-III.
22. Defendant, Newport Property Ventures, Ltd. (hereinafter, “NPV”), is a Florida limited partnership which has its principal place of business in and conducts business in Miami-Dade County, Florida.
23. ACREI is the general partner of NPV.

24. ACREI, as general partner of NPV, bring its claims against NPV as a direct action pursuant to Florida Statutes Section 620.2001, on account of the actual and threatened injury to ACREI that is not solely the result of an injury suffered or threatened to be suffered by NPV.

25. Defendant, Monument Capital Management, LLC (hereinafter, "MCM"), is a Florida limited liability company which has its principal place of business in and conducts business in Miami-Dade County, Florida.

26. Defendant, Monument Real Estate Services, LLC (hereinafter, "MRES") is a Florida limited liability company which has its principal place of business in and conducts business in Miami-Dade County, Florida.

27. Defendant, 2328 NE 6th Ave Ltd., is a Florida limited partnership which has its principal place of business in and conducts business in Miami-Dade County, Florida.

28. Defendant, 454 NE 23 St. Ltd., is a Florida limited partnership which has its principal place of business in and conducts business in Miami-Dade County, Florida.

29. Defendant, 500 NE 24th St. Ltd., is a Florida limited partnership which has its principal place of business in and conducts business in Miami-Dade County, Florida.

30. Defendant, 460 NE 25 St. Ltd., is a Florida limited partnership which has its principal place of business in and conducts business in Miami-Dade County, Florida.

31. Defendant, 559-77 Building Ltd., is a Florida limited partnership which has its principal place of business in and conducts business in Miami-Dade County, Florida.

32. Defendant, 103-05 Building, Ltd., is a Florida limited partnership which has its principal place of business in and conducts business in Miami-Dade County, Florida.

33. Defendant, 426 Building Ltd., is a Florida limited partnership which has its principal place of business in and conducts business in Miami-Dade County, Florida.

34. Defendant, 222 Building Ltd., is a Florida limited partnership which has its principal place of business in and conducts business in Miami-Dade County, Florida.

35. Defendant, 148 Building Ltd., is a Florida limited partnership which has its principal place of business in and conducts business in Miami-Dade County, Florida.

36. Defendant, 551-5 Building Ltd., is a Florida limited partnership which has its principal place of business in and conducts business in Miami-Dade County, Florida.

37. Defendant, 750 Bay Front, Ltd., is a Florida limited partnership which has its principal place of business in and conducts business in Miami-Dade County, Florida.

38. Defendant, 236 Building Ltd., is a Florida limited partnership which has its principal place of business in and conducts business in Miami-Dade County, Florida.

39. Defendant, 6th Ave Buildings, Ltd., is a Florida limited partnership which has its principal place of business in and conducts business in Miami-Dade County, Florida.

40. Defendant, 410 Building Ltd., is a Florida limited partnership which has its principal place of business in and conducts business in Miami-Dade County, Florida.

41. Defendant, Yves House Properties Ltd., is a Florida limited partnership which has its principal place of business in and conducts business in Miami-Dade County, Florida.

42. Defendant, 1800 Rockledge Plaza Ltd., is a Florida limited partnership which has its principal place of business in and conducts business in Miami-Dade County, Florida.

43. Defendant, 1570 Madruga Ave Ltd., is a Florida limited partnership which has its principal place of business in and conducts business in Miami-Dade County, Florida.

44. Defendant, 420 Building Ltd., is a Florida limited partnership which has its principal place of business in and conducts business in Miami-Dade County, Florida.

45. Defendant, 1950 Building Ltd., is a Florida limited partnership which has its principal place of business in and conducts business in Miami-Dade County, Florida.

46. Defendant, 219 Building Ltd., is a Florida limited partnership which has its principal place of business in and conducts business in Miami-Dade County, Florida.

47. Defendant, 448 Building Ltd., is a Florida limited partnership which has its principal place of business in and conducts business in Miami-Dade County, Florida.

48. Defendant, 3615 Thomas Ltd., is a Florida limited partnership which has its principal place of business in and conducts business in Miami-Dade County, Florida.

49. Defendant, 455 Building, Ltd., is a Florida limited partnership which has its principal place of business in and conducts business in Miami-Dade County, Florida.

50. Defendant, 200 Building Ltd., is a Florida limited partnership which has its principal place of business in and conducts business in Miami-Dade County, Florida.

51. Defendant, Church Ave Apartments, Ltd. is a Florida limited partnership which has its principal place of business in and conducts business in Miami-Dade County, Florida.

52. Defendant, 5th Avenue Apartments Ltd., is a Florida limited partnership which has its principal place of business in and conducts business in Miami-Dade County, Florida.

53. Defendant, Newport Harbor Inc., is a Florida corporation which has its principal place of business in and conducts business in Miami-Dade County, Florida.

54. Defendant, Newport Harbor Ltd., is a Florida limited partnership which has its principal place of business in and conducts business in Miami-Dade County, Florida.

55. Defendant, Newport Pinetree & Lakeside I Inc., is a Florida corporation which has its principal place of business in and conducts business in Miami-Dade County, Florida.

56. Defendant, Newport Pinetree & Lakeside I Ltd., is a Florida limited partnership which has its principal place of business in and conducts business in Miami-Dade County, Florida.

57. Defendant, Newport Pinetree & Lakeside II Inc., is a Florida corporation which has its principal place of business in and conducts business in Miami-Dade County, Florida.

58. Defendant, Newport Pinetree & Lakeside II Ltd., is a Florida limited partnership which has its principal place of business in and conducts business in Miami-Dade County, Florida.

59. Defendant, Newport Pinetree & Lakeside LLC, is a Florida limited liability company which has its principal place of business in and conducts business in Miami-Dade County, Florida.

60. Defendant, Newport Pinetree LLC, is a Florida limited liability company which has its principal place of business in and conducts business in Miami-Dade County, Florida.

61. Defendant, Oak Courts LLC, is a Florida limited liability company which has its principal place of business in and conducts business in Miami-Dade County, Florida.

62. Defendant, Oak Courts Acquisition L.P., is a Delaware limited partnership which has its principal place of business in and conducts business in Miami-Dade County, Florida.

63. Defendant, Royal Gulf LLC, is a Florida limited liability company which has its principal place of business in and conducts business in Miami-Dade County, Florida.

64. Defendant, Royal Gulf Acquisition, L.P., is a Delaware limited partnership which has its principal place of business in and conducts business in Miami-Dade County, Florida.

65. Defendant, Riverbrook Acquisition Ltd., is a Florida limited partnership which has its principal place of business in and conducts business in Miami-Dade County, Florida.

66. Defendant, AHR LLC, is a Florida limited liability company which has its principal place of business in and conducts business in Miami-Dade County, Florida.

67. Defendant, Wood Creek and Regency Park LLC, is a Florida limited liability company which has its principal place of business in and conducts business in Miami-Dade County, Florida.

68. Defendant, Wood Creek and Regency Park Ltd., is a Florida limited partnership which has its principal place of business in and conducts business in Miami-Dade County, Florida.

69. Defendant, Residences West Beach, LLC, is a Florida limited liability company which has its principal place of business in and conducts business in Miami-Dade County, Florida.

70. Defendant, Residences West Beach, Ltd., is a Florida limited partnership which has its principal place of business in and conducts business in Miami-Dade County, Florida

71. Defendant, Fairwind LLC, is a Florida limited liability company which has its principal place of business in and conducts business in Miami-Dade County, Florida.

72. Defendant, Fairwind Acquisition Ltd., is a Florida limited partnership which has its principal place of business in and conducts business in Miami-Dade County, Florida.

73. Defendant, Horizon Acquisition, Ltd., is a Florida limited partnership which has its principal place of business in and conducts business in Miami-Dade County, Florida.

74. Defendant, Ashley Acquisition, Ltd., is a Florida limited partnership which has its principal place of business in and conducts business in Miami-Dade County, Florida.

75. Defendant, Harbor Pointe LLC, is a Florida limited liability company which has its principal place of business in and conducts business in Miami-Dade County, Florida.

76. Defendant, Harbor Pointe Acquisition, Ltd., is a Florida limited partnership which has its principal place of business in and conducts business in Miami-Dade County, Florida.

77. Defendant, Cedar LLC, is a Florida limited liability company which has its principal place of business in and conducts business in Miami-Dade County, Florida.

78. Defendant, Cedar Acquisition, Ltd., is a Florida limited partnership which has its principal place of business in and conducts business in Miami-Dade County, Florida.

79. Defendant, Normandy LLC, is a Florida limited liability company which has its principal place of business in and conducts business in Miami-Dade County, Florida.

80. Defendant, Normandy Acquisition L.P., is a Florida limited partnership which has its principal place of business in and conducts business in Miami-Dade County, Florida.

81. Defendant, Normandy Acquisition LLC, is a Florida limited liability company which has its principal place of business in and conducts business in Miami-Dade County, Florida.

82. Defendant, Normandy United LLC, is a Florida limited liability company which has its principal place of business in and conducts business in Miami-Dade County, Florida.

83. Defendant, Colony Oaks LLC, is a Florida limited liability company which has its principal place of business in and conducts business in Miami-Dade County, Florida.

84. Defendant, Oak Courts, Ltd., is a Delaware limited partnership which has its principal place of business in and conducts business in Miami-Dade County, Florida.

85. Defendant, Creekwood LLC, is a Florida limited liability company which has its principal place of business in and conducts business in Miami-Dade County, Florida.

86. Defendant, Creekwood Acquisition Ltd., is a Florida limited partnership which has its principal place of business in and conducts business in Miami-Dade County, Florida.

87. Defendant, Baybrook LLC, is a Florida limited liability company which has its principal place of business in and conducts business in Miami-Dade County, Florida.

88. Defendant, Baybrook I Acquisition Ltd., is a Florida limited partnership which has its principal place of business in and conducts business in Miami-Dade County, Florida.

89. Defendant, Baybrook II Acquisition Ltd., is a Florida limited partnership which has its principal place of business in and conducts business in Miami-Dade County, Florida.

90. Defendant, CVW LLC, is a Florida limited liability company which has its principal place of business in and conducts business in Miami-Dade County, Florida.

91. Defendant, Clear Lake Acquisition, Ltd., is a Florida limited partnership which has its principal place of business in and conducts business in Miami-Dade County, Florida.

92. Defendant, Costamar Acquisition, Ltd. is a Florida limited partnership which has its principal place of business in and conducts business in Miami-Dade County, Florida.

93. Defendant, Windjammer Acquisition, Ltd., is a Florida limited partnership which has its principal place of business in and conducts business in Miami-Dade County, Florida.

94. Defendant, Village South Acquisition, Ltd., is a Florida limited partnership which has its principal place of business in and conducts business in Miami-Dade County, Florida.

95. Defendant, Newport Property Apartment Ventures Ltd., (hereinafter, "NPAV") is a Florida limited partnership which has its principal place of business in and conducts business in Miami-Dade County, Florida.

96. Defendant, 420 Apartments, Ltd., is a Florida limited partnership which has its principal place of business in and conducts business in Miami-Dade County, Florida.

97. Defendant, Newport Property Construction, Ltd., is a Florida limited partnership which has its principal place of business in and conducts business in Miami-Dade County, Florida.

98. Defendant, Newport Property Apartment Ventures, Inc., is a Florida corporation which has its principal place of business in and conducts business in Miami-Dade County, Florida.

99. Defendant, Costamar Holdings, Inc., is a Florida corporation which has its principal place of business in and conducts business in Miami-Dade County, Florida.

100. Defendant, Costamar I, LLC, is a Florida limited liability company which has its principal place of business in and conducts business in Miami-Dade County, Florida.

101. Defendant, Costamar II, LLC, is a Florida limited liability company which has its principal place of business in and conducts business in Miami-Dade County, Florida.

102. Defendant, Colony Oaks Acquisition, Ltd., is a Florida limited partnership which has its principal place of business in and conducts business in Miami-Dade County, Florida.

103. Defendant, Cedar Oaks Acquisition, Ltd., is a Florida limited partnership which has its principal place of business in and conducts business in Miami-Dade County, Florida.

104. Defendant, St. Thomas Acquisition, L.P., is a Florida limited partnership which has its principal place of business in and conducts business in Miami-Dade County, Florida.

105. Venue is appropriate in this Court pursuant to, *inter alia*, Florida Statutes Sections 47.011, 47.041, and 47.051. Scurtis, ACREI, ACREI-II, and ACREI-III have retained undersigned counsel in this matter and are obligated to pay their attorneys' fees.

106. Scurtis ACREI, ACREI-II, and ACREI-III are prepared to post a bond to obtain the injunctive relief sought in this action.

FACTUAL ALLEGATIONS

107. Plaintiffs Constantine Scurtis and ACREI, LLC, ACREI II, LLC, and ACREI III, LLC, sue Defendants for damages and injunctive relief and allege as follows:

I. Rodriguez Pursues Scurtis's Real Estate Expertise

108. Scurtis is a real estate professional who has made long-term real estate investment—based on the acquisition, renovation, development, and maintenance of multifamily apartment buildings—his life's work.

109. Real estate was the Scurtis family's business. Scurtis's father had built his own real estate empire. Scurtis learned by growing up in the business and working for his father for years.

Through this apprenticeship, Scurtis learned how to leverage real estate properties, refinancing, and various tax plans to create substantial wealth. Before he even turned 30, Scurtis began searching for investments he could make to begin building his own real estate empire.

110. Meanwhile, Scurtis's sister Cynthia began dating Rodriguez in 1999, and they married in 2002. Rodriguez was a professional baseball player at the time, with a career on the upswing, but until meeting and forming a real estate partnership with Scurtis, he was a novice at real estate investing. Rodriguez expressed consistent interest in Scurtis's business plan.

111. After several years of discussing real estate deals with Scurtis and after independently verifying Scurtis's investment criteria and operating platform with other real estate and finance professionals, Rodriguez asked Scurtis to form a partnership in real estate focused on acquiring, rehabilitating, developing, and managing income-producing real estate.

II. Rodriguez and Scurtis Form a Real Estate Partnership

112. Rodriguez, who at the time was playing for the Texas Rangers, invited Scurtis to his home in Dallas in early 2003 to discuss the potential partnership. Rodriguez and Scurtis discussed building a portfolio of assets that would enable them to create generational wealth. They determined that the best way to achieve their goals was to create a business to buy multifamily residential holdings that could benefit from better upkeep and facilities in order to support higher rents. In short, they sought to form a general partnership (hereinafter, "the Partnership") for the purpose of acquiring, rehabilitating, developing and managing income-producing real estate. This plan stood in contrast to most of their competitors who sought to acquire, rehabilitate, and quickly resell their properties.

113. Rodriguez agreed to provide capital to the Partnership, while Scurtis agreed to provide expertise and labor. Rodriguez proposed that he would own 95% of the Partnership's equity and Scurtis would own the other 5%.

114. Scurtis would be foregoing other employment and thus needed compensation for the time he spent building the Partnership. Additionally, Scurtis would provide the expertise and be primarily responsible for managing the business of the Partnership, which included acquisition and disposition of the Partnership's properties and the overall management of the Partnership's affairs. Thus, the partners agreed that Scurtis would receive commissions in the form of the 3% Acquisition Fees as compensation for work identifying and closing on attractive properties.

115. Finally, both members of the Partnership would have a right of first refusal to purchase the other partner's interest in the Partnership (and all of its affiliated entities).

116. As is frequently the case with family partnerships, Rodriguez and Scurtis had trust and confidence in one another and formed their Partnership on a handshake. Upon formation of the Partnership, Rodriguez and Scurtis conducted themselves as general partners in the real estate Partnership pursuant to the terms of their agreement. They held themselves out to third parties as partners in the business.

117. As is typical in the real estate business, Rodriguez and Scurtis formed distinct limited partnerships to acquire each property. The limited partnerships consisted of: i) a general partner; ii) and two limited partners. Scurtis, as the partner with real estate expertise, was to control the general partner of each entity.

118. To facilitate this structure, Scurtis formed ACREI, LLC on or about March 18, 2003, to serve as a general partner to each limited partnership. He subsequently formed ACREI-II, LLC and ACREI-III, LLC in 2004 to serve as general partners for a subset of additional partnerships. Scurtis serves as the sole member and manager of each ACREI entity. (As explained below, Defendants' contentions that Scurtis assigned his interests in the ACREI entities are false.

If Defendants succeeded in obtaining control of the ACREI entities, which Scurtis disputes, they did so through fraud.)

119. Rodriguez and Scurtis served as the two limited partners of each of the Partnership's limited partnerships.

120. In conformance with Rodriguez's and Scurtis's prior oral agreement on Partnership terms, the limited partnership agreements contained, among others, the following terms:

- a. Profits would be distributed with 94.9905% to Rodriguez, 4.9995% to Scurtis, and 0.0100% to the ACREI entity (of which Scurtis is the sole member and manager);³
- b. Rodriguez would provide the capital contribution.
- c. Rodriguez and Scurtis, as limited partners, were granted right of first refusal in transferring their partnership interests.
- d. Scurtis, as the sole member and manager of the general partner, had the authority to enter into agreements in furtherance of the limited partnership's properties and businesses.
- e. Adding a general partner or limited partner could only be done with unanimous approval of the limited partners (*i.e.*, Rodriguez and Scurtis).

121. On or about March 28, 2003, Rodriguez and Scurtis, using this structure, formed the first of their limited partnerships to acquire the following parcels in the Edgewater neighborhood in Miami (collectively, the "Edgewater Properties")⁴:

- a. 454 NE 23 St., Ltd.

³ In a limited subset of the Partnerships, profits would be distributed with 94.9905% to Rodriguez, 5% to Scurtis, and 0.0500% to the ACREI entity (of which Scurtis is the sole member and manager).

⁴ Plaintiffs have attached as exhibits those limited partnership agreements in their possession. Plaintiffs anticipate that Defendants are in sole possession of the remaining limited partnership agreements and will seek those in discovery.

- b. 500 NE 24 St., Ltd.
- c. 2328 NE 6 Ave., Ltd.
- d. 460 NE 25th St., Ltd.

122. Although the area was relatively underdeveloped at the time, Scurtis predicted that the Edgewater area would become prime real estate given, among other things, its proximity to Biscayne Bay. The plan was to build multiple high rises on these parcels. Rodriguez and Scurtis came to refer to the Edgewater parcels as “the Promised Land.” Scurtis’s prediction proved correct: Edgewater is now some of the most valuable real estate in Miami.

123. Beginning on or about April 4, 2003, and continuing to on or about April 5, 2005, Rodriguez and Scurtis used the same structure to form additional limited partnerships:

- a. 559-77 Building, Ltd.
- b. 426 Building, Ltd.
- c. 222 Building, Ltd.
- d. 148 Building, Ltd.
- e. 551-5 Building, Ltd.
- f. 103-05 Building, Ltd.
- g. 750 Bay Front, Ltd.
- h. 236 Building, Ltd.
- i. 6th Ave. Buildings, Ltd.
- j. 410 Building, Ltd.
- k. Yves House Properties, Ltd.
- l. 1800 Rockledge Plaza, Ltd.
- m. 1570 Madruga Ave., Ltd.

- n. 420 Apartments, Ltd.
- o. 1950 Building, Ltd.
- p. 219 Building, Ltd.
- q. 448 Building, Ltd.
- r. 3615 Thomas, Ltd.
- s. 455 Building, Ltd.
- t. 200 Building, Ltd.
- u. Church Ave. Apartments, Ltd.
- v. 5th Ave. Apartments, Ltd.

124. Consistent with the original agreement concerning the terms of Rodriguez's and Scurtis's partnership, Scurtis managed all operations of these limited partnerships, including their acquisitions. In particular, he conducted extensive research of all properties, negotiated for the purchase of the property, and executed the purchase contract. With Scurtis at the helm, these partnerships acquired over \$28 million in property.

125. Pursuant to their original oral agreement, Scurtis received approximately \$1.2 million in fees combined in 2003 and 2004—the 3% Acquisition Fees on the purchase price of the limited partnerships' acquired properties.

126. Given the large number of properties the limited partnerships had acquired, Rodriguez and Scurtis decided to form the limited partnership of NPV on or about January 10, 2004. As with the other limited partnerships, ACREI served as the general partner while Rodriguez and Scurtis served as the two limited partners. And, like other Partnership entities, ACREI (as general partner and solely owned by Scurtis) owns 0.0100% of NPV, Scurtis owns 4.9995% of NPV, and Rodriguez owns 94.9905% of NPV. Unlike the other limited partnerships, however,

NPV's purpose was to serve as the operating umbrella for the limited partnerships, overseeing rental management, accounting, and employment.

127. Rodriguez held himself out as "Chief Executive Officer" of NPV and Scurtis held himself out as "President" of NPV.

128. Acquisitions typically proceeded as follows. First, Scurtis would conduct extensive research and analysis of properties to ascertain which properties met Scurtis's investment parameters for the Partnership. Once he had performed the initial due diligence, Scurtis would bring the property to Rodriguez for both partners to discuss and sign off on whether to proceed. If they decided to move forward, Scurtis would negotiate for the purchase of that property by NPV and for the Partnership. Scurtis would then be directed to Rodriguez's financial manager and childhood friend at Merrill Lynch, Gui Soccaras, to get the money. Soccaras would provide Scurtis with cash by taking out debt on Rodriguez's stock portfolio, unbeknownst to Scurtis. Scurtis—in his capacity as the manager of ACREI, the general partners of NPV—would take this leveraged cash and then execute a purchase contract. Title to the acquired property would then be taken in the name of a newly formed legal entity that Scurtis would create for the benefit of the Partnership. In some circumstances, such as when the Partnership was acquiring multiple properties at once, they might use one sub-partnership to acquire a number of different properties.

129. Though this structure generally worked well for both Rodriguez and Scurtis, in 2005, Rodriguez faced a personal cash crunch because, though tremendously wealthy, he was highly levered and needed to pay off margin calls. Notwithstanding that their business was flourishing, to accommodate Rodriguez's personal cash needs, the Partnership agreed to liquidate a number of the limited partnerships' properties. These sales were at odds with the business plan to purchase and hold property for the long term, but Scurtis agreed to them to accommodate

Rodriguez's personal need. Thus, in 2005, the Partnership sold off two large, long-term investments, the 5th Avenue Apartments and the 1570 Madruga property, for over \$10 million in profits. From those proceeds, Rodriguez personally distributed many millions of dollars to himself to cover his margin calls. Scurtis, in contrast, delayed his distributions, instead reinvesting the profits he was owed into growing the business. Scurtis intended to withdraw the profits from his equity in those partnerships years down the line.

130. Still, the business continued to flourish, and at the beginning of 2005, Rodriguez and Scurtis were encouraged to think bigger. They determined that they should start selling some of their smaller, one-off, non-contiguous buildings with more restrictive zoning to reinvest in larger, longer-term properties that would form the centerpiece of their real estate empire.

131. Accordingly, throughout 2005, the holding partnerships, with Scurtis signing on their behalf as the manager of the ACREI entities, sold off a handful of their properties, with all but one netting a profit. Scurtis did not receive his 5% distribution of the profits at the time of these sales; instead, he again chose to defer the profits he was owed in the Partnership's acquisitions to help the Partnership grow.

III. The Partnership's Business Grows

132. As Rodriguez and Scurtis began to purchase higher-value properties, immediate payment of the 3% commissions owed to Scurtis began to strain the Partnership's liquidity (and, relatedly, Rodriguez's personal liquidity). In 2005, Rodriguez and Scurtis discussed the issue. Scurtis agreed to defer payment of his 3% Acquisition Fees to a later date and, to provide him with more limited income in the interim, to receive a \$350,000 annual salary. This deferral served to improve the near-term liquidity of the business but was always intended to be a temporary deferral.

133. During the two prior years, Scurtis had averaged an Acquisition Fee of approximately \$600,000 per year, and the properties that those fees were based off of were

substantially smaller than the properties the Partnership was now acquiring. Thus, replacing the 3% Acquisition Fee with the substantially smaller \$350,000 salary merely compensated Scurtis for deferring his 3% fee, but did not waive it entirely. It was the explicit intent of both Rodriguez and Scurtis that, once the liquidity position of the business improved, the 3% fee would be reinstated and paid in full.

134. Around this time, Frederic Levenson, an acquaintance of Rodriguez from the baseball community and then an attorney at White & Case, entered the frame. Levenson was originally hired to work on loan documents, but he eventually convinced Rodriguez that restructuring the Partnership would be in the best interest of the business.

135. Under the new acquisition structure, distinct limited partnerships would still be formed to acquire each property. The limited partnership would still consist of: i) a general partner; ii) and two limited partners. Rodriguez and Scurtis still served as the two limited partners. But unbeknownst to Scurtis, the general partner for the first time was a separately formed, distinct LLC entirely owned and controlled by Rodriguez. This fraudulent change in ultimate control—the general partner change—was orchestrated behind Scurtis’s back. Scurtis only learned of it through litigation in this matter, as Scurtis believed that he was still in control of the general partner of the various partnership entities. As part of the deceptive scheme to hide from Scurtis that he did not own and control the general partner entities, he was still asked to sign on their behalf.

136. Sometimes the limited partnership would directly purchase the property, while in other instances, the limited partnership would serve as a common limited partner with NPAV, a guarantor entity, to a secondary limited partnership that would ultimately purchase the property. (Ex. 32). All of the new limited partnership agreements contained, among others, the following terms:

- a. Profits would be distributed with approximately 94% to Rodriguez, approximately 5% to Scurtis, approximately 0.1% depending to the general partner, and approximately 0.1% to NPAV, depending on the structure of the transaction.
- b. Rodriguez and Scurtis, as limited partners, were granted right of first refusal in transferring their partnership interests.

137. Scurtis remained the personal guarantor of the loans used to purchase the property in the event of certain wrongful conduct. Thus, if the Partnership were to engage in certain wrongful or illegal acts, Scurtis would be personally liable for the loans. By the end of 2008, Scurtis was personally guaranteeing over \$180 million in Partnership loans, in the event of wrongful conduct.

138. Beginning on or about April 5, 2005, Rodriguez and Scurtis used this new structure to form the following limited partnerships:

- a. Newport Harbor, Ltd.
- b. Newport Pinetree and Lakeside I, Ltd.
- c. Newport Pinetree and Lakeside II, Ltd.
- d. Oak Courts, Ltd.
- e. Royal Gulf Acquisition, L.P.
- f. Wood Creek and Regency Park, Ltd.
- g. Residences West Beach, Ltd.
- h. Fairwind Acquisition, Ltd.
- i. Horizon Acquisition, Ltd.
- j. Ashley Acquisition, Ltd.

- k. Riverbrook Acquisition, Ltd.
- l. Cedar Acquisition, Ltd.
- m. Creekwood Acquisition, Ltd.
- n. Colony Oaks, Ltd.
- o. Harbor Pointe Acquisition, Ltd.
- p. Baybrook I Acquisition, Ltd.
- q. Baybrook II Acquisition, Ltd.
- r. Clear Lake Acquisition, Ltd.
- s. Windjammer Acquisition, Ltd.
- t. Village South Acquisition, Ltd.
- u. Normandy Acquisition, L.P.

139. These new partnerships acquired over \$200 million in property. Scurtis was not paid an Acquisition Fee on the vast majority of these properties due to his agreement to defer his Acquisition Fee until after the firm achieved better liquidity.

140. The Partnership also formed Newport Property Construction, Ltd. in 2007 to perform renovations on the Partnership properties. Again, Newport Property Construction, Ltd. had a similar ownership structure: Rodriguez owned approximately 95% of the partnership, and Scurtis owned approximately 5% of the partnership, with a nominal percentage set aside for a general partner entity.

141. The Partnership continued to grow successfully and Scurtis and Rodriguez began to attract the attention of some of the most successful businesspeople in the country. In January 2006, Rodriguez and Scurtis reached out to Warren Buffet to seek his professional advice on their business plan, which was to purchase, restore, and hold income-generating real estate for the long-

term. Mr. Buffet agreed to meet with them and so Rodriguez and Scurtis flew to Omaha for a six-hour in person meeting with Mr. Buffet to discuss their business venture in detail. The result: Mr. Buffet proclaimed in a February 6, 2006, letter: “You are doing a lot better with your investments than I am. In fact, I can’t think of a more logical program than the one you are following.” (Ex. 1).

142. At its peak in late 2008, the Partnership, through NPV, employed approximately 150 employees and managed approximately 5,000 apartments that were acquired by Scurtis on behalf of and as part of the Partnership. Rodriguez consistently recognized, both in the limited partnership documents and in his interactions with third-parties, that Scurtis was his partner in every newly created limited partnership and limited liability company that was formed. Accordingly, Schedule K-1s were repeatedly issued to Scurtis for his share of the Partnership earnings.

IV. Rodriguez Cheats on His Wife, and Then His Brother-in-Law

143. In the beginning of 2007, rumors of Rodriguez’s infidelity begin to jeopardize the marriage. In the face of numerous reports that Rodriguez had been cheating on his wife, Rodriguez assured Scurtis that he was faithful to Scurtis’s sister. Scurtis took him at his word.

144. Reports of Rodriguez’s repeated infidelity began to affect the business. In July 2007, the *New York Post* reported that Rodriguez had been caught entering a hotel room with a stripper. The day before that report, the stripper’s parents purchased a condo from their Partnership—the *New York Post* reported that Scurtis had been the individual to sign the paperwork for the sale. At the time, Rodriguez assured Scurtis that all of the reports were untrue and that it was only his friends, such as Jose “Pepi” Gomez, who were cavorting with strippers. Meanwhile, as Scurtis unwittingly became part of the story of Rodriguez’s cheating, the negative media attention caused him personal distress and was an unwelcome distraction from his focus on the business.

A-ROD'S GO-GO GAL IN 'HOME' RUN

By James Fanelli

July 13, 2008 | 8:16am

Alex Rodriguez's multimillion-dollar real-estate firm cut a cozy condo deal with his stripper gal pal's family.

The day before A-Rod and Joslyn Morse were "busted" together at a Toronto hotel last year, the parents of the exotic dancer – a buxom blond former Playboy pin-up and Scores stripper who has jetted around the country to be with the slugger at various bars, strip clubs and hotels – inked a contract with A-Rod's firm, Newport Property Ventures, to buy a \$169,000 apartment.

The two-bedroom, one-bathroom pad is in Harbor Club Condominiums, a 272-unit complex in Palm Harbor, Fla., about 25 miles east of Tampa.

The Yankee slugger's real-estate business partner, Constantine Scurtis, the brother of A-Rod's soon-to-be ex-wife, Cynthia, signed the paperwork for the May 29, 2007, sale.

145. Indeed, in the middle of 2007, Rodriguez and Scurtis visited Boston to discuss the business with one of their mentors, Jack Welch. As they walked across the Boston Common to Jack Welch's townhouse, Scurtis asked Rodriguez to look him in the eye and let him know the truth. Scurtis told Rodriguez that even if the allegations of Rodriguez's infidelity were true, he'd prefer to know the truth so they could move forward in the business on the same page. Rodriguez looked Scurtis in the eye and denied that he had ever been unfaithful.

146. Then, while discussing the business with Mr. Welch, Rodriguez asked Mr. Welch for his advice on how to deal with the shameful public reports when the reports were untrue. Rodriguez's full-throated denial of the allegations of marital infidelity, and his gratuitous request for advice on handling those allegations from Mr. Welch himself, gave Scurtis confidence that Rodriguez was telling the truth. Scurtis defended Rodriguez and continued to expect that their Partnership would last for the long term.

147. Rodriguez, for his part, knew that these denials were fabrications. Looming marital issues posed a risk to Rodriguez's relationship with Scurtis and thus to their Partnership. Rodriguez had been securing control of the business by installing loyalists and cronies. Among them were Gomez, a childhood friend of Rodriguez who had demonstrated loyalty to Rodriguez by vouching

for his denials of infidelity. Rodriguez suggested that Gomez be made the Chief Executive Officer of the newly created Newport Property Construction, Ltd. This new business line, which was formed in June 2007, was ostensibly designed to capitalize on the Partnership's expertise in construction and renovation by selling that expertise to third parties. Instead, it would come to serve as a foothold for Rodriguez and his co-conspirators to gradually gain control of the business.

148. Gomez did not have experience running a multi-property real estate business. He therefore needed the help of someone who had that experience but would be loyal to Rodriguez. He found that man in Stuart Zook.

149. Zook had been introduced to the Partnership through Gomez and his work at Newport Property Construction. Zook had been a regional manager at a REIT that Gomez recommended hiring to help professionalize the Partnership's property management. Scurtis agreed that the Partnership needed a more professional property manager and so he took Gomez's advice and hired Zook.

150. Meanwhile, once Scurtis's sister filed for divorce, Rodriguez's divorce attorney, Alan Kluger, started involving himself in the Partnership's business. He began titling himself as a member of the Board of Directors of NPV—a Florida limited partnership that, in fact, had no board of directors. (Ex. 3). Scurtis assumed that Kluger's integration into the Partnership's business was related to his sister's divorce, and he assisted Kluger in learning the business.

151. Thus, while the business was continuing to grow, having acquired over \$300 million in properties by the end of 2008, Rodriguez and his cronies were positioned to seize control of its operations.

V. After the Divorce, Rodriguez and His Co-Conspirators Remove Scurtis from Day-to-Day Operations and, Without Scurtis's Knowledge, Corrupt the Business He Built

152. On September 18, 2008, Kluger and Zook walked into Scurtis's office unannounced and demanded that Scurtis leave. Scurtis believed at the time that the demand stemmed from issues related to his sister's divorce, and he expected that any such issues could be worked out with time. He was determined to minimize any disruption to the business. He therefore communicated to the team that Zook would become the Chief Operating Officer to ensure that morale would not suffer, and business would continue uninterrupted. Scurtis never suspected any attempt to strip him of the future financial rewards to which he was rightfully entitled based on his equity interests and his Acquisition Fees.

153. Rodriguez intentionally encouraged Scurtis to maintain confidence in the business's future. The next morning, on September 19, 2008, Rodriguez texted Scurtis admitting that he was "sorry things went down this way." His text included: "I know I handled your Deal wrongly. . . I hope to have a Calm, loving discussion over lunch," "I do not believe [t]his is the end for us," and ended "Talk to you soon." Seemingly confirming Scurtis's belief that the situation would be worked out once Scurtis and Rodriguez could meet, Rodriguez asked for a private meal together to discuss what had happened and what would happen going forward.

154. That meal never happened.

155. Discovery has revealed that, quickly and unbeknownst to Scurtis, at the time, Rodriguez, Zook, and Gomez had corrupted the business and began to operate NPV through a pattern of fraudulent and criminal racketeering activity. They immediately implemented two fraudulent schemes, which Scurtis learned of only due to the pendency of this litigation.

156. First, they implemented a mortgage fraud scheme. Under the terms of a Wachovia loan, they would need to repay a substantial portion of the loan unless their assets had enough rental income to create a sufficient cash flow to meet the debt service coverage requirement test. As Zook communicated to his employees in an email on October 23, 2008, “\$1k=\$184k.” In other words, for each \$1,000 of rental income they generated, they would be forgiven from paying back \$184,000 due on the loan.

Since we have hit a speed bump here, it is imperative that we start putting people in units over the next week and managing payroll and expenses for the next 60 days. Please confirm with me with a spreadsheet of the names of the people moving into the units. Dont wait, if somebody wants lease a unit that is occupied with a "resident" , just transfer our resident. I am not seeing the movement necessary to hit these numbers on our own. we can also move employees if we need to. I cannot stress the seriousness of this whole process 1k=184k. none of us wants to be responsible for having to force us to come up with money at this time. We will have a call on Monday to discuss.
Stu



Stuart Zook
Chief Operating Officer
Newport Property Ventures, Ltd.

Phone: (305) 446-0010 Ext. 215
Fax: (305) 446-7727
Email: szook@npvlttd.com
3211 Ponce de Leon Blvd. Suite 202
Coral Gables, FL 33134

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157. Instead of pursuing legitimate renters, Zook and Gomez instructed employees (who lived in Miami) to fraudulently write checks for “rent” to the relevant property in Tampa. The conspirators then repaid those employees with checks for identical amounts from Newport Property Ventures, falsely deeming the payments to be “consulting” fees out of Newport Property Ventures.

158. For example, on November 11, 2008, Gomez paid Newport Square \$1,333.87 dollars and noted on the check that it was for “rent.” This check did not bear the rented address of Newport Square, 5505 North Himes Ave., in Tampa (because he did not live there) but instead bore the address 2120 SW 94 Ct in Miami. On the *same day*, Gomez was provided a check for \$1,333.87 from NPV for “corp. consulting.” The signatures on the check from NPV: Jose Gomez

and Stuart Zook. Others, including Jose More and Ramon Carona, provided checks to Newport Square on November 11, 2008 for "rent." None of those checks bore the address associated with the apartment. And each of those "rent" checks was repaid with an equal (to the cent) "consulting fee" or "professional fee" check signed by Gomez and Zook.

RAMON E CORONA
GEORGINA F CORONA
 6834 Sunrise Drive
 Coral Gables, FL 33133-7022

1002

Date 10-11-08 69-2/630 BRANCH 03282

Pay to the order of NEWPORT SQUARE UNIT 5634 ALL \$ 1,373.23
ONE THOUSAND THREE HUNDRED SEVENTY THREE AND 23/100 Dollars

WACHOVIA
 ACH RT 08300021

For RENT Ramon Corona MP

Newport Property Ventures, Ltd.
 PO Box 331070
 Miami, FL 33233

17095

Date 11/11/2008

**** ONE THOUSAND THREE HUNDRED SEVENTY THREE AND 23/100 DOLLARS \$1,373.23****

TO THE ORDER OF **Ramon Corona**
 6834 Sunrise Drive
 Coral Gables, FL 33133

Jose Gomez
Stuart Zook

DATE:11/11/2008 CK#:17895 TOTAL:\$1,373.23*** BANK:Wachovia Bank(Intero)
 PAYEE:Ramon Corona(rcorona)

Property Account	Invoice - Date	Description	Amount
174	49726 - 10/27/2008	consulting fees	1,373.23
			1,373.23

JOSE G GOMEZ
 2120 SW 94 CT
 MIAMI, FL 33165



1700

Date 11-11-08 69-1322/631 32009

Pay to the Order of Newport Square \$ 1,333.87
One Thousand Three Hundred Thirty Three AND 87/100 Dollars

COLONIAL BANK
 You'll like it here:
 Avonura, Florida
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For Rent Jose Gomez MP

Newport Property Ventures, Ltd. PO Box 331076 Miami, FL 33233		Wachovia Bank 200 S. Biscayne Blvd Miami, FL 33130	17093
			11/11/2008
**** ONE THOUSAND THREE HUNDRED THIRTY THREE AND 87/100 DOLLARS			\$1,333.87****
TO THE ORDER OF	JOSE GOMEZ 3211 Ponce de Leon Blvd. Ste.202 Coral Gables, FL 33134	<i>Jose Gomez</i>	
		<i>Frank J. Zook</i>	
DATE:11/11/2008 CK#:17093 TOTAL:\$1,333.87*** BANK:Wachovia Bank(interco) PAYEE:JOSE GOMEZ(jgomez)			
Property	Account	Invoice - Date	Description
174		49727 - 10/30/2008	corp consulting
			1,333.87
			1,333.87

159. Rodriguez, Zook, and Gomez promoted the woman responsible for implementing the scheme, Alejandra Gutierrez, from Gomez’s assistant to “lead in managing [the] financial reviews each month” due to her “successful management of our Wachovia loans.”

160. This fraudulent and criminal scheme exposed Scurtis to substantial potential financial liabilities as the guarantor under the loans’ standard wrongdoing carveouts that triggered upon, *inter alia*, criminal or fraudulent acts. Thus, by engaging in this fraudulent scheme, Rodriguez and his co-conspirators exposed Scurtis to millions of dollars of potential financial liability.

161. Defendants also concocted a scheme to profit off of the devastation wrought by Hurricane Ike. After Hurricane Ike destroyed millions of dollars of Partnership properties, Zook directed Gutierrez to create two sets of accounting records: the first set of records would reflect the actual damage caused by the Hurricane, and the second set of records would reflect inflated damages that the Partnership would report to its insurance broker, Marsh & McLennan. NPV’s Chief Financial Officer, Jeanette Crook, reported that Zook and Jackson Harper, a Partnership employee in charge of the insurance relationship, discussed their excitement about a substantial *profit* from the Hurricane Ike claims at a November 3, 2008, Executive Manager meeting. In other words, they committed insurance fraud.

162. Crook blew the whistle, informing NPV and Rodriguez's of Zook's fraudulent behavior. (Ex. 3). Rather than alerting Scurtis or punishing Zook, Rodriguez instead decided to enter into a confidential settlement that included a confidentiality agreement. As a consequence of the confidential settlement (which Scurtis only became aware of during the pendency of this litigation), Crook resigned. Rodriguez and his co-conspirators took advantage of the resulting power vacuum to remove checks on their own misconduct. First, Zook assumed direct control over all of the accounting professionals and appointed his wife, Jeanine Zook, as "outside consultant *to make sure we do not stray too much!*" (emphasis added). Despite being a new hire, she was also now tasked with managing the relationship with NPV's outside accounting firm.

163. Rodriguez, Zook, and Gomez fired the Partnership's long-time accountants at Morrison, Brown, Argiz & Farra, LLC ("MBAF")—which is consistently rated one of the top ten accounting firms in Miami—and replaced them with a much smaller accounting firm, Perez-Abreu, Aguerrebere, Sueiro & Torres P.L. ("PAAST").

VI. Rodriguez and His Co-Conspirators Fabricate Purported Assignments of Scurtis's Interests and Make False Filings with the Florida Secretary of State

164. Rodriguez and his co-conspirators devised a scheme to deprive Scurtis of control of the various general partnership entities he controlled: ACREI, ACREI-II, and ACREI-III.

165. They thus created assignment documents that purported to transfer Scurtis's interest in those entities to NPAV (an entity that was in Rodriguez's sole control). Notably, the assignments are dated as some unspecified time in "March __, 2005." (Ex. 2). This lack of dating is important, as NPAV was not formed until April 2005.

166. The assignments also contain no indication that Scurtis was provided with any compensation for giving up his valuable rights and control over the Partnership properties. Indeed, they could not because Scurtis received no consideration for this sham transfer of valuable control.

167. Scurtis never knowingly signed any assignment of any of his interests in any of the Partnership affiliates.

168. Indeed, Scurtis remained unaware for years that Rodriguez and his co-conspirators had fraudulently assumed control of ACREI, ACREI-II, and ACREI-III. Then, in December 2014, Scurtis received partnership K-1s that appeared to be irregular. Scurtis reached out to MBAF to inquire. MBAF advised him on December 23, 2014: “Ownership of some properties was transferred to NPAV, Ltd . . . per information provided by John [sic] Chassen [then a partner at Rodriguez’s divorce attorney’s firm] in January 2009.” MBAF acknowledged that as late as approximately 2008, the transfers (which were dated in 2005) had not occurred because they had specifically “been told by Fred Levenson that the transfer had not happened.”

169. Additionally, during the period of 2005 (when the alleged assignments occurred) and 2008, when Scurtis was excluded from the Partnership, Scurtis received Schedule K-1s from ACREI, ACREI-II, ACREI-III, and NPAV that did not indicate in any way that the ACREI entities’ assets had been in any way transferred to NPAV.

170. White & Case has no record of these assignments. Defendants have represented that they cannot produce original documents.

171. Furthermore, the limited partnership agreements expressly prohibit ACREI, ACREI-II, and ACREI-III from admitting “as a General or Limited Partner except upon the unanimous approval of all of the Limited Partners.” Scurtis and Rodriguez never discussed or agreed to admitting Zook as a new general partner.

172. In short, the purported assignments are fraudulent. On information and belief, Rodriguez directed Zook to submit false filings with Florida’s Secretary of State that removed Scurtis from management and falsely identified Zook as ACREI’s, ACREI-II’s, and ACREI-III’s

manager and as the authorized signatory for the general partners to effectuate the disposition of Partnership property behind Scurtis’s back.

173. The unauthorized filings falsely identifying Zook as manager of ACREI, ACREI-II, and ACREI-III and similar documents are being filed—on a continual basis—without Scurtis’s consent. The chart below lists examples of such false filings with the Florida Secretary of State and their dates:

Date	Document	Description
March 8, 2010	2010 ACREI-III Limited Liability Company Annual Report	Zook signs as COO and Managing member/manager
February 11, 2011	2011 ACREI-II Limited Liability Company Annual Report	Zook signs as COO and Managing member/manager
May 11, 2011	Certificate of Conversion for Newport Pinetree and Lakeside I	Filing with Secretary of State (signed by Zook) that 100% of partnership approved the conversion of Newport Pinetree and Lakeside I, Ltd. to Newport Lakeside, LLC
April 12, 2012	2012 ACREI-III Limited Liability Company Annual Report	Zook signs as COO and Managing member/manager
March 12, 2013	2013 ACREI Limited Liability Company Annual Report	Zook signs as COO
April 23, 2014	2014 ACREI Limited Liability Company Annual Report	Zook signs as COO
February 10, 2015	2015 ACREI-II Limited Liability Company Annual Report	Zook signs as COO
February 16, 2016	2016 ACREI Limited Liability Company Annual Report	Zook signs as COO
March 29, 2017	2017 ACREI-III Limited Liability Company Annual Report	Zook signs as COO
January 16, 2018	2018 ACREI-II Limited Liability Company Annual Report	Zook signs as COO
April 30, 2019	2019 ACREI Limited Liability Company Annual Report	Zook signs as COO

March 18, 2020	2020 ACREI-II Limited Liability Company Annual Report	Zook signs as COO
March 18, 2020	2020 ACREI-III Limited Liability Company Annual Report	Zook signs as COO

VII. Rodriguez and His Co-Conspirators Systematically and Dishonestly Liquidate Partnership Assets to Cut Scurtis Out.

174. Having entirely corrupted the business, Rodriguez, Zook, and Gomez engaged in self-interested transactions that deprived Scurtis of the agreed-upon financial returns in exchange for his investment insight and hard work.

175. Rodriguez, Zook, and Gomez systematically liquidated properties at the nadir of the housing market in 2009, disposing of these properties despite most of the properties remaining cash-flow positive and therefore being perfect assets to hold throughout the crisis.

176. Rodriguez did not seek Scurtis’s consent for these transactions and did not offer Scurtis a right of first refusal in transferring his partnership interest as required under the relevant holding partnership agreements. Rodriguez did not inform Scurtis of these transactions at all.

177. For example, discovery has shown that in December of 2009, Rodriguez, Zook, and Gomez sold the properties in the “Promised Land” at 500 and 700 NE 24th Street, and 455 NE 23 Terrace in Miami without Scurtis’s consent or knowledge. These were properties that Scurtis had proposed, and Rodriguez had agreed, to acquire as part of their Edgewater Properties development. Rodriguez and Scurtis had discussed leaving the planned residential towers to their children and utilizing the plan to develop Edgewater as a tool to teach their respective children, nieces, and nephews the real estate business from a young age.

178. They did not seek a fair market price for this sale, as suggested by the records of the Miami Office of the Property Appraisers' website, which note that the sale was "[n]ot exposed to open-market; atypical motivation."

179. Due to Rodriguez and his co-conspirators' apparently illegitimate motives to sell the property for "atypical motivations," these properties were sold well below their fair market value. The other Edgewater properties were likewise sold at inopportune times for under market prices.

180. Scurtis (and Rodriguez) were unable to realize the substantial profit from holding these properties for the long-term as was the business plan. Scurtis's Edgewater development plan has proven to be visionary because the land the Partnership had owned in Edgewater became one of the most sought after in the entire country for real estate development. According to a May 11, 2013, article in the *Miami Herald* devoted to the "real estate explosion in Edgewater, Miami's next trendy district": "Developers have been snapping up parcels and keying up high-rise projects in the bayfront neighborhood. Land prices are soaring."

181. Had Rodriguez properly notified Scurtis of the sales of the Partnership's Edgewater properties, Scurtis—then a successful officer of a real estate development company—would have purchased the Edgewater properties from the Partnership for future development.

182. These sales were not authorized under the relevant operating agreements. For example, in the 500 NE 24th St., Ltd. Operating Agreement (attached as Ex. 7), only ACREI (as general partner) had the authority to sell the property, with the consent of at least fifty percent of the limited partnership interests. Scurtis was and is the sole manager of ACREI and thus the sales of the property without the consent of ACREI were fraudulent.

VIII. Scurtis Continues to Take On Substantial Personal Liability in Favor of the Partnership

183. While Rodriguez and his co-conspirators were systematically destroying the fruits of Scurtis's labor, they still asked him to help manage Partnership debt.

184. During the 2009 economic crisis, Rodriguez and Zook undertook to refinance their outstanding Bank of America loans.

185. Recognizing, however, that Scurtis was a full partner, they could not perform the refinancing without Scurtis's sign off.

186. Rodriguez and Zook asked Tony Argiz (the Partnership's previous accountant at MBAF) to reach out to Scurtis about the refinancing.

187. Scurtis, believing that what was good for the Partnership was good for him, readily agreed. Scurtis agreed knowing full well that this loan cancellation would, for tax purposes, be booked as regular income and create a tax liability without any cash income received. As Scurtis saw it, this immediate tax liability would accrue to the Partnership's benefit when they received greater profits from his equity position in the future.

188. In reality, Rodriguez and Zook determined to never pay Scurtis the distributions from these entities, such that he took the tax liability without ever receiving any benefit.

IX. Rodriguez and His Co-Conspirators Embezzle Partnership Holdings to Compete Against the Partnership

189. In 2012, Rodriguez, Zook, and Gomez created new entities called Monument Capital Management, LLC (hereinafter, "MCM") and Monument Real Estate Services, LLC (hereinafter, "MRES") (collectively "Monument"). Monument Capital Management was to serve the same purpose as the Partnership, as the global partnership entity. Monument Real Estate Services would serve the same purpose as NPV, as a global management firm. These entities were structured in a manner that mirrored the original Rodriguez/Scurtis Partnership, with the crucial

difference that Scurtis's interest was replaced with Zook's interest without Scurtis's knowledge. They then undertook to embezzle Partnership assets, transferring them to Monument without Scurtis's knowledge or approval.

190. For example, the property owned by Normandy Acquisition, L.P., had been purchased by Scurtis on behalf of the Partnership in March 2007 for approximately \$9 million. In January 2014, however, Rodriguez, Zook, and Gomez sold the property without Scurtis's consent or knowledge to Monument for \$5.2 million. This sale price entirely ignored a December 2013 appraisal for the property at \$7.4 million. Rodriguez signed on behalf of the seller and Zook signed on behalf of the purchaser.

SELLER:

Normandy Acquisition, L.P.,
a Florida limited partnership,

By: Normandy, LLC, a Florida limited liability
company, its General Partner

By: 

Name: Alex E. Rodriguez

Title: President

PURCHASER:

Normandy United, LLC,
a Delaware limited liability company

By: 

Name: Stuart J. Zook

Title: Chief Operating Officer

191. Equally egregious is the Defendants' behavior after selling Partnership assets to Monument for a song—they raised rents 30% from an average of \$734 in 2014 to an average of \$956 in 2015.

192. After increasing the rents to market rates, Rodriguez, Zook, and Monument were able to sell the property for \$10 million in 2017.

193. This transaction stands in contrast to other properties that Rodriguez and his co-conspirators did not use Monument to acquire. Instead of running these properties for the benefit of the Partnership, they did not invest in improving the properties, but rather rushed into sales at below market prices. Again, by way of example, the properties owned by Newport Pinetree & Lakeside I, Ltd. had an average rent of \$734 when Rodriguez, Zook, and Gomez (on behalf of the Partnership) sold them from the Partnership in mid-2016. Although these properties were sold for a slight profit from their acquisition price, the buyer recognized immediately that Rodriguez, Zook, and Gomez were not running these properties to maximize their profit.

194. According to the purchaser's own website: "The seller had initially selected a different buyer with a higher purchase price. However, after two weeks of failed contract negotiations, the seller cut ties with the first buyer and asked RADCO [the purchaser] to step in. Although our purchase price was lower, the seller was confident in RADCO's ability to act quickly and transact under our original contract terms."⁵ This manufactured urgency to sell would cost the Partnership (and Scurtis) millions of dollars in future profits. The seller also noted that the rents were below market, allowing them to immediately increase their revenues by bringing the "rent in line with [the properties'] competitive set."

RADCO

INVESTOR PORTAL

Case Study

Mabry Manor (Newly Acquired)

Tampa, FL | Acquired 2016 | 1984 Vintage | 372 Units

The seller had initially selected a different buyer with a higher purchase price. However, after two weeks of failed contract negotiations, the seller cut ties with the first buyer and asked RADCO to step in. Although our purchase price was lower, the seller was confident in RADCO's ability to act quickly and transact under our original contract terms.

⁵ <https://radco.us/property/mabry-manor/> (Last accessed Jan.8, 2020).

195. Rodriguez and Zook have also embezzled real estate holdings from the Partnership by fraudulently diverting and transferring Partnership properties to Monument in order to prevent Scurtis from receiving his share in Partnership profits from the partnerships including, but not limited to,:

- a. Normandy Acquisition, LP;
- b. Oak Courts Acquisition LP;
- c. Newport Pinetree and Lakeside I, Ltd.;
- d. Newport Pinetree and Lakeside II, Ltd.;
- e. Cedar Acquisition, Ltd.

196. Rodriguez, Zook, and Gomez caused the transfer of these Partnership properties without Scurtis's knowledge or consent and without receiving a reasonable consideration in exchange in order to avoid paying Scurtis his partner equity share while enabling themselves to reap the benefit through their interests in Monument.

197. Monument, Rodriguez, Zook, and Gomez all publicly admit that NPV (and its associated entities including the Partnership) is the predecessor to Monument. Rodriguez, Zook, and Gomez, have taken a number of NPV's executives and employees to run Monument. Further, Monument directly competes with the Partnership by pursuing the same business line (multifamily income-generating real estate) in the same geographic areas. This fraudulent scheme enabled Defendants to continue operating the Partnership built by Scurtis in a new name while hiding from Scurtis that he had been illegally cut out of the Partnership.

X. Rodriguez and His Co-Conspirators File False Tax Returns Without Making the Reported Payments to Scurtis

198. Ultimately, regardless of whether Rodriguez, Zook, and Gomez embezzled properties for themselves on the cheap or for others at below market rates, in the rare instances

that they did so profitably, they refused to pay Scurtis the distributions he was owed: including the Acquisition Fees he was owed as compensation for his work at the Partnership for six years, the equity compensation he had reinvested in new Partnership properties from the distributions he was owed for Partnership properties that he sold during his tenure as President, and his equity compensation for the properties that Rodriguez, Zook, and Gomez sold after he was excluded.

199. Meanwhile, Rodriguez and his co-conspirators caused Scurtis to shoulder substantial financial liabilities associated with the Partnership.

200. As agreed upon in each of the limited partnership contracts between 2003 and 2008, Scurtis remains entitled to receive approximately 5% all net profits from the limited partnerships. He has received only a small portion of his entitled distributions from 2003 and 2004. Yet, Zook and Rodriguez have falsely represented to the IRS by filing Schedule K-1 statements that Scurtis has received *all* of his entitled distributions.

201. Between 2005 and 2016, the partnership entities made over \$81 million in profits, much of those substantially depressed by the Defendants' mismanagement and self-dealing. Even on the basis of those wrongfully reduced numbers, however, Scurtis would have been entitled to approximately \$4 million in distributions, which he has not received.

202. The partnership entities, however, filed (and have continued to file) false K-1 statements representing that Scurtis is a partner in the entities, and by booking gains that Scurtis never received. The chart below lists examples of such false filings with the IRS and their dates:

Tax Year	Document
2008	K-1 for Baybrook I Acquisitions Ltd.
2008	K-1 for Baybrook II Acquisition Ltd.
2009	K-1 for Residences West Beach Ltd.
2009	K-1 for Wood Creek and Regency Park

2010	K-1 for Colony Oaks Acquisition Ltd.
2011	K-1 for Harbor Pointe Acquisition Ltd.
2011	K-1 for Wood Creek and Regency Park
2012	K-1 for Newport Property Apartment Ventures Ltd. (Oklahoma)
2012	K-1 for Windjammer Acquisition Ltd.
2012	K-1 for Costamar Holdings Inc.
2013	K-1 for 1570 Madruga Ave Ltd.
2013	K-1 for Royal Gulf Ltd.
2013	K-1 for Village South Acquisition Ltd. #212
2013	K-1 for Clear Lake Acquisition Ltd.
2013	K-1 for Residences West Beach Ltd.
2014	K-1 for Clear Lake Acquisition, Ltd.
2014	K-1 for Newport Property Apartment Ventures, Ltd.
2015	K-1 for Newport Property Apartment Ventures, Ltd.
2015	K-1 for Village South Acquisition, Ltd.
2015	K-1 for Oak Courts, Ltd.
2016	K-1 for Cedar Acquisitions Ltd.
2016	Fairwind Acquisition, Ltd.
2016	Newport Pinetree and Lakeside , LLC

203. NPV’s internal ledgers treated the unpaid distributions as loan payables that Sitruacs (Scurtis’s personal pass-through entity) owed, even though neither Sitruacs nor Scurtis personally had taken out any loans from the entity. There are no contracts or promissory notes recording these distributions as loans nor do the relevant holding partnership agreements permit loans to partners.

204. The story of these loans is simple: Rodriguez’s accountants sought to reduce Rodriguez’s taxable losses in 2005 to lower his audit risk. Thus, they reclassified certain payments of the 3% Acquisition Fee as a loan to Scurtis. Upon discovering these “loans” in 2007, Scurtis inquired with the accountants, who assured Scurtis that this was a standard accounting practice in family offices, and that Scurtis would never be expected to repay the loans (though Scurtis recognized that the tax bill would come later when the loans were eventually cancelled).

205. Even Zook's wife understood that these loans were never to be repaid. When Alex Martinez, Scurtis's CPA, questioned NPV about this, Jeanine Zook (still serving as a consultant for NPV) stated merely that she was told to offset the K-1s or that the loans Scurtis had allegedly taken would be forgiven or taken in as income in the future. Jeanine Zook's admission that the loans would be forgiven and taken as income reflects what had actually happened.

206. Unbeknownst to Scurtis at the time he was helping Rodriguez modify his losses, Rodriguez had strong reasons to avoid an audit. He had represented to the IRS in a 2006 tax return that his wife Cynthia was a real estate professional. That was untrue—Cynthia had never performed any real estate professional activity on behalf of or for the Partnership.

207. At no point did Scurtis authorize the Partnership to use his gains for "loans." Nor would the balance asserted by the Defendants of approximately \$1.3 million cover all of the gains that the Partnership told the IRS it had made. Scurtis received Schedule K-1 forms claiming over \$4 million in gains. In reality, he has received only a small portion. Thus, even according to Rodriguez's own false narrative, Rodriguez filed false Schedule K-1 forms with the IRS that falsely stated that at least approximately \$2 million had been distributed to Scurtis, when, in fact, Scurtis never received that money from the various entities issuing the Schedule K-1 forms.

208. Scurtis was unaware that Rodriguez and his co-conspirators were fraudulently reporting to the IRS monetary distributions and gains that Scurtis had not, in fact, been receiving. It was not until 2015 when the IRS filed a tax lien against him, threatening foreclosure on his family's home and bank accounts pending payment of the taxes on the distributions and gains he had allegedly received, that he realized the true extent of the misconduct.

209. The falsified IRS filings adversely affected Scurtis's credit such that he is now unable to secure credit terms for his business endeavors on the same favorable terms he was able to obtain before Rodriguez's actions.

210. Rodriguez purposefully and knowingly caused false Schedule K-1 forms to be submitted to the IRS with the intent of causing the foreseeable enforcement action to Scurtis's detriment. Scurtis ultimately paid approximately \$300,000 to the IRS to have the lien removed. Scurtis has had to pay for tax counsel and remains at risk of future tax liability based on the fraud perpetrated by Rodriguez and his co-conspirators.

211. In the meantime, including during the pendency of this litigation, the Defendant entities, under the direction of Rodriguez and his co-conspirators, have continued to issue false and fraudulent Schedule K-1 forms indicating that Scurtis is regularly receiving distributions. In reality, no such distributions have been made. These fraudulent Schedule K-1 forms continue to increase Scurtis's tax liability without providing him with any value.

212. At the same time, Rodriguez and his co-conspirators have refused to allow Scurtis access to the Partnership business despite Scurtis's ongoing demands to respect his Partnership right to be in the Partnership's business and affairs.

213. Rodriguez and his co-conspirators continue to exclude Scurtis from the Partnership's daily operations, but at no time has Rodriguez ever terminated the Partnership or otherwise sought or procured any dissolution or termination of the Partnership, NPV, or all of the necessary holding partnership agreements. Rodriguez still recognizes Scurtis as his co-partner in their Partnership and a member of the various limited liability companies and entities formed to operate the Partnership. Rodriguez has embezzled, wrongfully depleted the Partnership assets, and

continues to deprive Scurtis of his Partnership share of the profits, access to Partnership records, and management of the Partnership's affairs.

COUNT 1

PERMANENT INJUNCTIVE RELIEF

(SCURTIS, ACREI, ACREI-II, and ACREI-III v. All Defendants)

214. Scurtis ACREI, ACREI-II, and ACREI-III reallege all prior paragraphs above.

215. If Scurtis ACREI, ACREI-II, and ACREI-III are not permitted access to the books and records of: (i) the Partnership; (ii) NPV; (iii) ACREI; (iv) ACREI-II; (v) ACREI-III; (vi) NPAV; (vii) all of the previously named limited partnerships (hereinafter, "Holding Partnerships"); (viii) Monument; and (ix) all other entities which own, operate or manage any of the Partnership properties, Scurtis and ACREI's interests in the Holding Partnerships will be seriously threatened.

216. If Scurtis, ACREI, ACREI-II, and ACREI-III are not permitted to obtain orders enjoining any further sale, assignment, encumbrance, or other transfer of their respective interests in the Partnership, Holding Partnerships (or their successors in interest) and/or the net profits thereof, Scurtis's ACREI's, ACREI-II's, and ACREI-III's interests in the Partnership, and the Holding Partnerships will be seriously threatened.

217. If Scurtis, ACREI, ACREI-II, and ACREI-III are not permitted to obtain orders enjoining any further sale, assignment, encumbrance, or other transfer of any real property or net profits owned by the Partnership, Holding Partnerships (or their successors in interest), Scurtis's ACREI's, ACREI-II's, and ACREI-III's respective interests in those assets will be further threatened, in violation of the Holding Partnership agreements and Partnership agreement.

218. If the injunctive relief requested herein is not granted, Scurtis, ACREI, ACREI-II, and ACREI-III will suffer imminent irreparable harm to their respective interests in the Holding Partnerships and the Partnership.

219. Scurtis, ACREI, ACREI-II, and ACREI-III have a substantial likelihood of success on the merits of its claims against Rodriguez and all the other Defendants.

220. Any injury sustained by Scurtis, ACREI, ACREI-II, and ACREI-III if the injunctive relief sought herein is not awarded greatly outweighs any possible harm to Rodriguez and the other Defendants by the issuance of the injunctive relief sought.

221. Scurtis, ACREI, ACREI-II, and ACREI-III have no adequate remedy at law due to the imminent and total loss which may be incurred by any further transfers of their interests in the Partnership and the Holding Partnerships, particularly since such transfers are contrary to Scurtis's management rights and will serve to eliminate his interest in each unique parcel of real property.

222. Considerations of public interest weigh in favor of an injunction being entered against Rodriguez and the other Defendants in order to enjoin the malfeasance by Rodriguez and Zook who have intentionally concealed assets and net profits from Scurtis, ACREI, ACREI-II, and ACREI-III; mismanaged NPV to their own benefit; and flagrantly violated or caused the violation of the written Holding Partnership agreements, all of which is to the extreme detriment of Scurtis, ACREI, ACREI-II, and ACREI-III.

223. All conditions precedent to this cause of action have been performed, have occurred, or have been waived.

224. WHEREFORE, Plaintiffs Scurtis, ACREI, ACREI-II, and ACREI-III, request the entry of a permanent injunction against Defendants Rodriguez, Zook, and all other named Defendants including all their parents, subsidiaries, and affiliated entities and all their respective

officers, directors, managers, partners, members, shareholders, servants, employees, agents, attorneys, successors or assigns, and all other persons or entities in active concert or participation with them, that:

- a. Requires full disclosure, including a full accounting and all books and records of:
 - (i) the Partnership; (ii) NPV; (iii) ACREI; (iv) ACREI-II; (v) ACREI-III; (vi) NPAV; (vii) all the Holding Partnerships; (viii) Monument; and (ix) all other entities which own, operate or manage any of the Partnership Properties;
- b. Orders that no sale, assignment, lease, encumbrance, or other transfer of any interests in any of the Partnership Properties or other assets held by the Holding Partnerships, NPV, Monument, or any other entities which own, operate or manage any of the Partnership Properties shall take place absent further order of this Court;
- c. Orders that none of the Partnership, NPV, ACREI, ACREI-II, ACREI-III, NPAV and all the Holding Partnerships, Monument, and all other entities which own, operate or manage any of the Partnership properties shall enter into any debt or guaranty instruments absent further order of this Court; and
- d. Orders that no transfer of the net profits of the Partnership, or of any of the Holding Partnerships, NPV, Monument, or any other entities which own, operate or manage any of the Partnership properties shall take place absent further order of this Court;
- e. Awards Scurtis, ACREI, ACREI-II, and ACREI-III the costs incurred in bringing this action for injunctive relief; and
- f. Awards Scurtis, ACREI, ACREI-II, and ACREI-III such additional relief as this Court deems appropriate.

COUNT 2
CONTINUOUS BREACH OF PARTNERSHIP AGREEMENT
(SCURTIS v. RODRIGUEZ)

225. Scurtis realleges all prior paragraphs above.

226. Rodriguez and Scurtis entered into the Partnership agreement.

227. The essential terms of the oral Partnership agreement were acknowledged and affirmed by Rodriguez and Scurtis through, *inter alia*, the formation of ACREI, ACREI-II, ACREI-III, NPV, NPAV, and the Holding Partnerships and Rodriguez's and Scurtis's mutual performance under the Partnership agreement. In particular, the fees owed to Scurtis were acknowledged and affirmed by the mutual performance of the payment of those fees to Scurtis for years under the Partnership agreement.

228. Scurtis has fully performed his obligations under the Partnership Agreement.

229. Rodriguez has breached and continues to breach the Partnership Agreement by: (i) failing and refusing to pay Scurtis his agreed upon portion of the net profits realized by the Holding Partnerships (including, without limitation, sums falsely reported to the IRS as having been paid to Scurtis) on a continuing basis; (ii) failing and refusing to pay Scurtis his agreed-upon Acquisition Fees in connection with the Partnership Properties on a continuing basis; and (iii) excluding Scurtis from the affairs of the Partnership.

230. As a direct and proximate result of Rodriguez's continuing breach of the Partnership Agreement, Scurtis has suffered substantial damages, including, without limitation, lost profits and lost business opportunities.

231. All conditions precedent to the bringing of this action have been performed, have occurred, or have been waived.

232. WHEREFORE, Plaintiff Scurtis demands judgment against Defendant Rodriguez for compensatory damages, including lost profits, lost business opportunities and interest thereon, plus the costs of bringing this action, and such additional relief as this Court deems appropriate.

COUNT 3
CONTINUING BREACH OF FIDUCIARY DUTY
(SCURTIS v. RODRIGUEZ)

233. Scurtis realleges all prior paragraphs above.

234. A partnership was formed between Scurtis and Rodriguez, pursuant to which Rodriguez owes a duty to Scurtis to act with the utmost loyalty and care in managing the business and financial affairs of or affecting the Partnership and its assets.

235. When he entered into the oral Partnership agreement, Scurtis placed trust and confidence in Rodriguez and relied on him to preserve, promote, and advance the best interests of the Partnership, which trust and confidence Rodriguez invited and accepted.

236. Rodriguez has willfully, intentionally, and continuously breached his fiduciary duty to Scurtis, his partner, by, *inter alia*, selling the Edgewater properties and other Partnership properties in violation of the Partnership's plan for long-term development; condoning and covering up fraudulent practices by employees and officers of NPV; filing false K-1s with the IRS on behalf of the Holding Partnerships; concealing and fraudulently transferring assets and net profits of the Holding Partnerships from Scurtis; self-dealing in properties purchased for the benefit of the Partnership; failing to pay Scurtis's Acquisition Fees; and falsifying books and records to allow himself to divert distributions from Scurtis to himself through the various limited partnerships and diverting, for his personal benefit, Scurtis's share in the profits from the Partnership.

237. Rodriguez further willfully and intentionally breached his fiduciary duty to Scurtis by selling or causing Partnership assets to be sold to MCM, an entity he has control over, for prices below their fair market value in a flagrant act of self-dealing. Rodriguez did not seek nor receive any independent, non-conflicted approval of the price at which he sold the Partnership assets to MCM. Those properties include, but are not limited to, the Partnership assets owned by the following Holding Partnerships: Normandy Acquisition, LP; Oak Courts Acquisition LP; Newport Pinetree and Lakeside I Ltd.; and Cedar Acquisition, Ltd.

238. Rodriguez further willfully and intentionally breached his fiduciary duty—on a continuing basis—to Scurtis, his partner, by selling or causing to be sold Partnership Properties for prices below their fair market value, including without limitation, the Partnership Properties owned by the following Holding Partnerships: 455 Building, Ltd.; 420 Apartments. Ltd.; 6th Ave Buildings, Ltd.; 2328 NE 6 Ave Ltd; 500 NE 24th St. Ltd.; Newport Pinetree & Lakeside I Ltd.; Wood Creek and Regency Park Ltd.; Horizon Acquisition, Ltd.; Riverbrook Acquisition Ltd.; Ashley Acquisition, Ltd.; Royal Gulf Acquisition, L.P.; Colony Oaks, LLC, as general partner of Colony Oaks Acquisition, Ltd; and Creekwood Acquisition, Ltd.

239. In sum, Rodriguez breached his fiduciary duties by, *inter alia*:

- a. Creating a competitive business to compete with the Partnership business;
- b. Diverting profits and revenues along with assets of the Partnership to himself and/or to business he controlled;
- c. Depriving Scurtis of his partner share of Partnership profits;
- d. Diverting assets of the Partnership;
- e. Falsifying books and records of the Partnership;

- f. Allowing personnel and executives to inflate insurance losses, falsely representing the occupancy rates on certain assets;
- g. Taking monies from Scurtis's share for his own use;
- h. Failing to pay Acquisition Fees.
- i. Selling Edgewater properties in violation of long-term agreement to develop.
- j. Not accounting to Scurtis on the affairs of the Partnership; and
- k. Otherwise acting grossly negligent, recklessly and engaging in self-dealing to the detriment of the business.

240. Rodriguez's continuous conduct constitutes material breaches of his fiduciary duty to Scurtis under the Partnership agreement and under common law.

241. As a direct result of Rodriguez's continuous breaches of his fiduciary duty, Scurtis has suffered substantial damages, including, without limitation, lost profits.

242. All conditions precedent to the bringing of this action have been performed, have occurred, or have been waived.

WHEREFORE, Plaintiff Scurtis demands judgment against Defendant Rodriguez for compensatory damages, including lost profits, and interest thereon, lost business opportunities, disgorgement of profits, illegal gains, and all compensation paid to Rodriguez, the costs of bringing this action, and such additional relief as this Court deems appropriate. Plaintiff Scurtis also demands judgment against Defendant Rodriguez for punitive damages stemming from Rodriguez's intentional and bad faith breaches of his fiduciary duties.

COUNT 4
AIDING & ABETTING BREACH OF FIDUCIARY DUTY
*(SCURTIS v. ZOOK, NPV, NPAV,
NEWPORT APARTMENT VENTURES, INC, AND MONUMENT)*

243. Scurtis realleges all prior paragraphs above.

244. At all times relevant, Scurtis and Rodriguez were partners in a real estate Partnership. The Partnership formed between Scurtis and Rodriguez is in the business of acquiring, owning, managing and selling income-producing real estate, through limited liability companies and limited partnerships that the Partnership utilizes to take title to acquired Partnership assets for the benefit of the Partnership.

245. At all times relevant, each of Zook, NPV, NPAV, Newport Apartment Ventures, Inc., and Monument was aware that Rodriguez was Scurtis's partner, and, as such, Rodriguez had a fiduciary relationship with Scurtis, pursuant to which, Rodriguez owed fiduciary duties of the utmost care and loyalty to Scurtis. Each of Zook, NPV, NPAV, Newport Apartment Ventures, Inc., and Monument was aware of the partnership between Scurtis and Rodriguez.

246. Each of Zook, NPV, NPAV, Newport Apartment Ventures, Inc., and Monument materially aided and assisted to cause Rodriguez to breach his fiduciary duties of loyalty and care by:

- a. Secreting profits of the Partnership business;
- b. Converting Scurtis's interests in the profits of the Partnership business;
- c. Misappropriating monies owed to Scurtis;
- d. Competing with the Partnership;
- e. Falsifying books and records of the Partnership to make it appear that Scurtis owed loans and was indebted to the Partnership when, in fact, he did not;
- f. Causing false Schedule K-1 Forms to be submitted to the IRS for the specific purpose of causing the imposition of IRS liens and penalties to be levied against Scurtis; and

- g. Engaging in the fraudulent transfer of Partnership assets in which Scurtis had an interest but was deprived of that interest through the fraudulent transfers.
- h. Falsifying documents filed with the Florida Secretary of State to engage in fraudulent sale of Partnership properties.
- i. Failing to pay Scurtis his agreed-upon Acquisition Fees.

247. Each of Zook, NPV, NPAV, Newport Apartment Ventures, Inc., and Monument knew of these breaches of fiduciary duties by Rodriguez and actively participated by assisting Rodriguez in breaching his duties. Each Defendant aided Rodriguez by falsifying records to disguise the fact that Rodriguez is taking money, distributions, and profits over and above the monies that Rodriguez is entitled; removed personnel seen to be loyal to Scurtis; reclassified accounting entries to fabricate obligations allegedly due by Scurtis to avoid paying Scurtis his share of the profits.

248. Each of Zook, NPV, NPAV, Newport Apartment Ventures, Inc., and Monument provided further substantial assistance and aid to further Rodriguez's wrongdoing by:

- a. Falsifying books and records;
- b. Creating false legal documents;
- c. Backdating documents;
- d. Knowingly participating in the wrongdoing by facilitating the fraudulent transfers and self-dealing;
- e. Removing Scurtis's name from books and records to falsely portray to those doing business with Scurtis, or the Partnership and its affiliates, that Scurtis was no longer the managing partner or affiliated with the Partnership.

249. As a direct and proximate cause of Zook, NPV, NPAV, Newport Apartment Ventures, Inc., and Monument knowingly furnishing substantial and material assistance to Rodriguez, Rodriguez was able to breach his fiduciary duties, and continues to do so through the present date.

250. As a direct and proximate result of the Defendants' wrongful acts, Scurtis has suffered consequential damages and foreseeable special damages of lost profits and lost business opportunities that each Defendant was aware its misconduct would directly and foreseeably cause Scurtis to suffer.

WHEREFORE, Scurtis demands judgment for damages against each of Zook, NPV, NPAV, Newport Apartment Ventures, Inc., and Monument as well as attorney's fees and costs.

COUNT 5
DISSOLUTION OF PARTNERSHIP UNDER FLORIDA STATUTES SECTION 620.8801
(SCURTIS v. ALL PARTNERSHIP ENTITY DEFENDANTS)

251. Scurtis realleges paragraphs 1 through 190 above and seeks judicial dissolution of the Partnership under F.S.A. § 620.8801(5)(a)–(c).

252. At all times relevant, Scurtis and Rodriguez were partners who had formed a Partnership to acquire, own, manage, and sell income producing properties. The business of the Partnership was operated through a series of limited partnerships and limited liability companies that were owned by Scurtis and Rodriguez, who each had their respective partner's interest in each of these entities, including the limited liability companies named as defendants in this action.

253. At all times relevant, the Partnership assets owned and/or managed by these entities were properties of the Partnership that were titled to or managed by the named defendants and other entities for the purposes of conducting the Partnership affairs.

254. Scurtis seeks dissolution of the Partnership because Rodriguez has engaged in conduct relating to the Partnership business which makes it impractical to carry on the business of the Partnership and otherwise unreasonably frustrate the economic purpose of the Partnership by:

- a. Wrongfully excluding Scurtis from the Partnership's operations;
- b. Secreting profits of the Partnership for Rodriguez's own personal benefit;
- c. Falsifying, directly, or through his associates and professionals under his control, Partnership's books and records to affect Scurtis's Partnership account;
- d. Failing to distribute to Scurtis his share of the Partnership and affiliated entities profits and instead directing those monies toward him or to companies he controls;
- e. Permitting (without notice to or consent from Scurtis) new partners in the business;
- f. Depriving Scurtis's access to Partnership records and those of the affiliates to enable Scurtis to value his partner's interest;
- g. Improperly transferring Partnership properties to MCM and their affiliated companies to the detriment of Scurtis and benefit of Rodriguez;
- h. Engaging in gross negligence, along with reckless and intentional misconduct by using the Partnership to falsify obligations, order book entries that are false and misleading to take personal advantage of certain tax advantages through the falsification of Partnership and related entities books and records
- i. Exercising his partner's rights and obligations in bad faith and not dealing fairly with the Partnership and/or his partner; and
- j. Converting of Scurtis's Acquisition Fees and distributions.

255. Rodriguez wrongfully excluded Scurtis from the Partnership and its affiliates operations and, as such, he cannot participate in the winding up of the Partnership's business under F.S.A. § 620.8803.

WHEREFORE, Scurtis demands the relief available under F.S.A. § 620.8807 in winding up the Partnership business, and thereby demands against Rodriguez and each named defendant, to have this Court decree that:

- a. Scurtis be appointed to wind up the affairs of the Partnership under court supervision;
- b. This Court seize control of all the Partnership assets that are under the control and management of the Defendants;
- c. All the Partnership assets held or under the control of the entities mentioned in this count be sold under court supervision, and then apply the sale proceeds to discharge the Partnership's obligations to creditors, with any surplus to be applied to pay (in cash) the net amount distributable to the partners in settling the accounts of each partner under subsection (2) of F.S.A. § 620.8807; and
- d. Such other relief this Court deems proper, including but not limited to, the appointment of a receiver, if necessary, an accounting of the business, and such other relief this Court has available to it to bring before this Court all the Partnership assets, accounts of past and current sales or conveyances of Partnership properties, and gains or losses realized from all transactions of Partnership assets, along with the issuance of a temporary injunction to maintain status quo during the pendency of the dissolution, plus cost of suit.

COUNT 6
CONVERSION

(SCURTIS, ACREI, ACREI-II, ACREI-III v. RODRIGUEZ and ZOOK)

256. Scurtis, and ACREI, ACREI-II, and ACREI-III reallege all prior paragraphs above.

257. Rodriguez and Zook have wrongfully converted on a continuing basis, for their own personal use and benefit, Scurtis's lawful interests in ACREI, ACREI-II, and ACREI-III.

258. Rodriguez and Zook have wrongfully converted on a continuing basis, for their own personal use and benefit, Scurtis's lawful interests in the Holding Partnerships, individually, and therefore his agreed upon portion of the net profits realized by those Holding Partnerships.

259. Rodriguez and Zook have wrongfully converted on a continuing basis, for their own personal use and benefit, ACREI's interest in the Holding Partnerships.

260. Rodriguez and Zook have wrongfully converted on a continuing basis, for their own personal use and benefit, ACREI-II's interest in the Holding Partnerships.

261. Rodriguez and Zook have wrongfully converted on a continuing basis, for their own personal use and benefit, ACREI-III's interest in the Holding Partnerships.

262. Rodriguez and Zook have wrongfully converted on a continuing basis, for their own personal use and benefit, funds owed to Scurtis as Acquisition Fees owed in connection with each of the Partnership Properties.

263. Rodriguez's and Zook's misconduct constitutes continuing and intentional acts of dominion wrongfully asserted over legal interests and funds belonging to Scurtis, ACREI, ACREI-II, and ACREI-III, which acts are entirely inconsistent with Scurtis's, ACREI's, ACREI-II's, and ACREI-III's ownership in the Holding Partnerships, depriving Scurtis, ACREI, ACREI-II, and ACREI-III of the net profits realized by those Holding Partnerships.

264. Rodriguez and Zook have permanently deprived Scurtis of funds, property and interests worth millions of dollars.

265. Scurtis has demanded the return of his lawful interests in ACREI, ACREI-II, ACREI-III, and the Holding Partnerships, but Rodriguez and Zook have refused to return Scurtis's funds, property and interests. And, in any event, such a demand would be futile where Rodriguez and Zook have exhibited a pattern and practice of willfully and wrongfully converting Scurtis, ACREI, ACREI-II, and ACREI-III's property.

266. As a direct result of Rodriguez's and Zook's conversion, Scurtis, ACREI, ACREI-II, and ACREI-III have suffered damages, including, without limitation, lost profits, of millions of dollars.

267. Rodriguez and Zook have continually converted Scurtis's interest in ACREI, ACREI-II, and ACREI-III and the partnership interests in the Holding Partnerships owned by Scurtis with actual knowledge of the wrongfulness of his conduct and the high probability that injury or damage to Scurtis would result.

268. Rodriguez and Zook have continually converted Scurtis's interest in ACREI, ACREI-II, ACREI-III, the partnership interests in the Holding Partnerships owned by Scurtis with conduct that was so reckless or wanting in care that it constituted a conscious disregard or indifference to the rights of Scurtis, ACREI, ACREI-II, and ACREI-III.

269. Rodriguez's and Zook's continuous conversion of Scurtis's interest in ACREI, ACREI-II, and ACREI-III, and his interests in the Holding Partnerships have damaged Scurtis, ACREI, ACREI-II, and ACREI-III.

270. All conditions precedent to the bringing of this action have been performed, have occurred, or have been waived.

WHEREFORE, Plaintiffs Scurtis, ACREI, ACREI-II, and ACREI-III demand judgment against Defendants Rodriguez and Zook for compensatory damages, including lost profits, and interest thereon, the costs of bringing this action, and such additional relief as this Court deems appropriate. Plaintiffs Scurtis, ACREI, ACREI-II, and ACREI-III also demand judgment against Defendants Rodriguez and Zook for punitive damages stemming from Rodriguez's intentional and bad faith conversion of Scurtis's property.

COUNT 7

CIVIL THEFT UNDER FLORIDA STATUTES SECTION 772.11
(SCURTIS, ACREI, ACREI-II, ACREI-III v. RODRIGUEZ and ZOOK)

271. Scurtis, and ACREI, ACREI-II, and ACREI-III reallege all prior paragraphs above.

272. Rodriguez and Zook have wrongfully stolen on a continuing basis, for their own personal use and benefit, Scurtis's lawful interests in ACREI, ACREI-II, and ACREI-III.

273. Rodriguez and Zook have wrongfully stolen on a continuing basis, for their own personal use and benefit, Scurtis's lawful interests in the Holding Partnerships, individually, and therefore his agreed upon portion of the net profits realized by those Holding Partnerships.

274. Rodriguez and Zook have wrongfully stolen on a continuing basis, for their own personal use and benefit, ACREI's interest in the Holding Partnerships.

275. Rodriguez and Zook have wrongfully stolen on a continuing basis, for their own personal use and benefit, ACREI-II's interest in the Holding Partnerships.

276. Rodriguez and Zook have wrongfully stolen on a continuing basis, for their own personal use and benefit, ACREI-III's interest in the Holding Partnerships.

277. Rodriguez and Zook have wrongfully stolen on a continuing basis, for their own personal use and benefit, funds owed to Scurtis as Acquisition Fees owed in connection with each of the Partnership properties.

278. Rodriguez's and Zook's conversion of Scurtis's, ACREI'S, ACREI-II's, and ACREI-III's property was part of an intricate sophisticated scheme of deceit and theft, and it was done with criminal intent. In short, by forging documents and filing false tax returns, the defendants fraudulently intended to assign their interest in ACREI, ACREI-II, and ACREI-III to themselves.

279. Rodriguez's and Zook's misconduct constitutes continuing and intentional acts of dominion wrongfully asserted over legal interests and funds belonging to Scurtis, ACREI, ACREI-II, and ACREI-III, which acts are entirely inconsistent with Scurtis's, ACREI's, ACREI-II's, and ACREI-III's ownership in the Holding Partnerships, depriving Scurtis, ACREI, ACREI-II, and ACREI-III of the net profits realized by those Holding Partnerships.

280. Rodriguez and Zook have permanently deprived Scurtis of funds, property and interests worth millions of dollars.

281. Scurtis has demanded the return of his lawful interests in ACREI, ACREI-II, ACREI-III, and the Holding Partnerships, but Rodriguez and Zook have refused to return Scurtis's funds, property and interests. And, in any event, such a demand would be futile where Rodriguez and Zook have exhibited a pattern and practice of willfully and wrongfully converting Scurtis, ACREI, ACREI-II, and ACREI-III's property.

282. As a direct result of Rodriguez's and Zook's conversion, Scurtis, ACREI, ACREI-II, and ACREI-III have suffered damages, including, without limitation, lost profits, of millions of dollars.

283. Rodriguez and Zook have continually stolen Scurtis's interest in ACREI, ACREI-II, and ACREI-III and the partnership interests in the Holding Partnerships owned by Scurtis with

actual knowledge of the wrongfulness of his conduct and the high probability that injury or damage to Scurtis would result.

284. Rodriguez and Zook have continually stolen Scurtis's interest in ACREI, ACREI-II, ACREI-III, the partnership interests in the Holding Partnerships owned by Scurtis with conduct that was so reckless or wanting in care that it constituted a conscious disregard or indifference to the rights of Scurtis, ACREI, ACREI-II, and ACREI-III.

285. Rodriguez's and Zook's continuous civil theft of Scurtis's interest in ACREI, ACREI-II, and ACREI-III, and his interests in the Holding Partnerships have damaged Scurtis, ACREI, ACREI-II, and ACREI-III.

286. All conditions precedent to the bringing of this action have been performed, have occurred, or have been waived.

WHEREFORE, Plaintiffs Scurtis, ACREI, ACREI-II, and ACREI-III demand judgment against Defendants Rodriguez and Zook for compensatory damages, including lost profits, and interest thereon, the costs of bringing this action, and such additional relief as this Court deems appropriate.

COUNT 8
CONTINUING TORTIOUS INTERFERENCE
WITH CONTRACTUAL RELATIONSHIPS

(SCURTIS, ACREI, ACREI-II, and ACREI-III v. ZOOK, NPV, and MONUMENT)

287. Scurtis, ACREI, ACREI-II, and ACREI-III reallege all prior paragraphs above.

288. Scurtis, ACREI, ACREI-II, and ACREI-III sue Zook, NPV, and Monument for intentionally interfering with Scurtis's Partnership agreement with Rodriguez and his contractual relationship memorialized in the Holding Partnership agreements.

289. Pursuant to his contractual relationships with Rodriguez and the Holding Partnership agreements, Scurtis is entitled to a percentage of the net profits realized by each of the Holding Partnerships, as expressly set forth in the Holding Partnership agreements.

290. Defendants Zook, NPV, and Monument, each had actual knowledge or reason to know of Scurtis's, ACREI's, ACREI-II's, and ACREI-III's contractual relationships with Rodriguez and the aforesaid Holding Partnerships because each were aware of the existence of the Holding Partnership agreements.

291. Zook, NPV, and Monument have intentionally, unjustifiably, and continuously interfered with Scurtis's contractual relationships with Rodriguez and with the Holding Partnerships by causing Rodriguez and the Holding Partnerships not to honor their agreements with Scurtis.

292. Zook, NPV, and Monument have intentionally, unjustifiably, and continuously interfered with ACREI's, ACREI-II's, and ACREI-III's contractual relationships with Rodriguez pursuant to the Holding Partnership Agreements by causing the Holding Partnerships not to pay ACREI, ACREI-II, and ACREI-III the expressly agreed upon portion of the Holding Partnerships from sales of the Partnership Properties.

293. Zook, NPV, and Monument continuously, intentionally, and unjustifiably have interfered with Scurtis, the Holding Partnership Agreements and Scurtis and Rodriguez's Partnership Agreement.

294. Zook, NPV, and Monument have intentionally, unjustifiably, and continuously interfered with Scurtis's, ACREI's, ACREI-II's, and ACREI-III's contractual relationships with Rodriguez with actual knowledge of the wrongfulness of their conduct and the high probability

that injury or damage to Scurtis, ACREI, ACREI-II, and ACREI-III would result from interfering with their contractual relationships with Rodriguez and the Holding Partnerships.

295. Zook, NPV, and Monument have actively, knowingly, and continuously participated in the intentional and unjustifiable interference with Scurtis's, ACREI's, ACREI-II's, and ACREI-III's contractual relationships with Rodriguez and the Holding Partnerships causing each not to pay Scurtis and the Holding Partnerships their share of the profits and causing them to be excluded from the business affairs.

296. Zook, NPV, and Monument's intentional, unjustifiable, and continuous interference with Scurtis's, ACREI's, ACREI-II's, and ACREI-III's contractual relationships with Rodriguez and the Holding Partnerships was committed in bad faith or with malicious purpose and in a manner exhibiting wanton and willful disregard for Scurtis's, ACREI's, ACREI-II's, and ACREI-III's rights, interests, and property.

297. Zook, NPV, and Monument's intentional, unjustifiable, and continuous interference with Scurtis's, ACREI's, ACREI-II's, and ACREI-III's contractual relationships with Rodriguez and the Holding Partnerships constitute conduct that is so reckless or wanting in care that it constitutes a conscious disregard or indifference to the rights of Scurtis, ACREI, ACREI-II, and ACREI-III.

298. Scurtis, ACREI, ACREI-II, and ACREI-III have suffered substantial damages, including, without limitation, lost profits, as a result of Zook, NPV, and Monument's intentional, unjustifiable, and continuous interference with their contractual relationships with Rodriguez and the aforesaid partnerships.

299. All conditions precedent to the bringing of this action have been performed, have occurred, or have been waived.

300. WHEREFORE, Plaintiffs Scurtis, ACREI, ACREI-II, and ACREI-III demand judgment against Defendants Zook, NPV, and Monument for compensatory damages, including lost profits, and interest thereon, lost business opportunities, the costs of bringing this action, and such additional relief as this Court deems appropriate.

COUNT 9
FLORIDA RICO CLAIM UNDER FLORIDA STATUTES
SECTIONS 772.102, 772.103, and 772.104
(SCURTIS, ACREI, ACREI-II, and ACREI-III v. RODRIGUEZ and ZOOK)

301. Scurtis realleges all prior paragraphs above.

302. Defendants Newport Property Ventures Ltd. and Newport Property Apartment Ventures Ltd. are enterprises under F.S.A. § 772.102(3) (hereinafter, the “Newport Enterprises”).

303. Defendants Monument Capital Management, LLC and Monument Real Estate Services LLC are enterprises under F.S.A. § 772.102(3) (hereinafter, the “Monument Enterprises”).

304. Defendants 2328 NE 6th Ave Ltd.; 454 NE 23 St. Ltd.; 500 NE 24th St. Ltd.; 460 NE 25 St Ltd.; 559-77 Building Ltd.; 103-05 Building, Ltd.; 426 Building Ltd.; 222 Building Ltd.; 148 Building Ltd.; 551-5 Building Ltd.; 750 Bay Front, Ltd.; 236 Building Ltd.; 6th Ave. Buildings, Ltd.; 410 Building.; Yves House Properties Ltd.; 1800 Rockledge Plaza Ltd.; 1570 Madruga Ave. Ltd.; 420 Building Ltd.; 1950 Building Ltd.; 219 Building Ltd.; 448 Building Ltd.; 3615 Thomas Ltd.; 455 Building, Ltd.; 200 Building Ltd.; Church Ave Apartments, Ltd.; 5th Ave. Apartments, Ltd.; Newport Harbor Inc.; Newport Harbor Ltd.; Newport Pinetree & Lakeside I Inc.; Newport Pinetree & Lakeside I Ltd.; Newport Pinetree & Lakeside II Inc; Newport Pinetree & Lakeside II Ltd.; Newport Pinetree & Lakeside Inc.; Newport Pinetree LLC; Oak Courts LLC; Oak Courts Acquisition LP.; Royal Gulf LLC; Royal Gulf Acquisition, L.P.; Riverbrook Acquisition Ltd.; AHR LLC; Wood Creek and Regency Park LLC; Wood Creek and Regency

Park, Ltd.; Residences West Beach LLC; Residences West Beach Ltd.; Fairwind LLC; Fairwind Acquisition, Ltd.; Horizon Acquisition, Ltd.; Ashley Acquisition, Ltd.; Harbor Pointe LLC; Harbor Pointe Acquisition Ltd.; Cedar LLC; Cedar Acquisition, Ltd.; Normandy LLC; Normandy Acquisition, L.P.; Normandy Acquisition LLC; Normandy United LLC; Colony Oaks LLC; Creekwood LLC; Creekwood Acquisition Ltd.; Baybrook LLC; Baybrook I Acquisition Ltd.; Baybrook II Acquisition Ltd.; CVW LLC; Clear Lake Acquisition Ltd.; Windjammer Acquisition, Ltd.; Village South Acquisition, Ltd.; 420 Apartments, Ltd.; Newport Property Construction, Ltd.; Newport Property Apartment Ventures, Inc.; Costamar Holdings, Inc.; Costamar I, LLC; Costamar II, LLC; Colony Oaks Acquisition, Ltd.; Cedar Oaks Acquisition, Ltd.; and St. Thomas Acquisition, L.P., are enterprises under F.S.A. § 772.102(3) (the “Holding Partnership Enterprises”).

305. Defendants Rodriguez and Zook have received proceeds from a pattern of criminal activity through which they operated the Newport Enterprises, the Monument Enterprises, and the Holding Partnership Enterprises, and also acquired interests in real estate owned directly or indirectly by these enterprises, in violation of F.S.A. § 772.103(1).

306. Defendants Rodriguez and Zook have, through a pattern of criminal activity, acquired control of the Newport Enterprises and the Holding Partnership Enterprises, as well as real estate owned directly or indirectly by these enterprises, in violation of F.S.A. § 772.103(2).

307. Defendants Rodriguez and Zook have conducted the affairs of the Newport Enterprises, the Monument Enterprises, and the Holding Partnership Enterprises through a pattern of criminal activity in violation F.S.A. § 772.103(3).

308. Defendants Rodriguez and Zook conspired to violate F.S.A. §§ 772.103(1)–(3) in violation of F.S.A. § 772.103(4).

309. Predicate acts of criminal activity include, but are not limited to:
- a. Theft of Plaintiffs' interests in real property.
 - b. Filing false K-1s with the IRS by means of interstate wire and/or the U.S. mail.
 - c. Fabricating assignments of interests in ACREI, ACREI-II, and ACREI-III, either by forgery or by obtaining signatures through fraudulent deception.
 - d. False filings with the Florida Secretary of State.
 - e. Fraud against mortgage lender by means of interstate wire and/or the U.S. mail.
 - f. Insurance fraud by means of interstate wire and/or the U.S. mail.

310. These acts violated and continue to violate Florida and federal criminal statutes including, but not limited to:

- a. F.S.A. § 812.04 (theft)
- b. F.S.A. § 817.03 (false statement to obtain property);
- c. F.S.A. § 817.15 (false entries in books of business);
- d. F.S.A. § 817.19 (fraudulent issue of stock certificate or indicia of membership interest);
- e. F.S.A. § 817.29 (common law fraud or cheat);
- f. F.S.A. § 817.234 (insurance fraud);
- g. F.S.A. § 817.535 (filing of false records or documents against real or personal property);
- h. F.S.A. § 831.01 (forgery);
- i. F.S.A. § 831.02 (uttering forged instruments);

- j. 18 U.S.C. § 1341 (mail fraud);
- k. 18 U.S.C. § 1343 (wire fraud);
- l. 18 U.S.C. § 1344 (fraud against financial institution); and
- m. 18 U.S.C. §§ 1962(c) and (d) (racketeering and racketeering conspiracy).

311. These predicate acts have been continuous and have continued through the pendency of this action. Defendants have made efforts to conceal their criminal activity.

312. Defendants' pattern of criminal activity has caused Plaintiffs substantial financial harm.

WHEREFORE, Plaintiff Scurtis demands judgment against Defendants Rodriguez, Zook, NPV, NPAV, MCM, and MRES for compensatory damages, including interest thereon and a treble damages award, the costs of bringing this action, and such additional relief as this Court deems appropriate.

COUNT 10
CIVIL CONSPIRACY
(SCURTIS v. ALL DEFENDANTS)

313. Scurtis realleges all prior paragraphs above.

314. Rodriguez and all the other named Defendants agreed to undertake actions in furtherance of tortious activity against Scurtis.

315. Rodriguez and all the other Defendants acted in concert to knowingly, intentionally, and continuously misappropriate Scurtis's agreed upon Acquisition Fees owed to him in connection with the properties transacted for the Partnership by the various, affiliated limited partnerships formed by Scurtis and Rodriguez to further the business of their Partnership. In furtherance of their conspiracy to tortiously deprive Scurtis of his interests in the Partnership, Partnership assets, and divert related net profits owed to Scurtis from the real estate business of

the Defendants, each of the Defendants acted in concert with each other under the direct control of Rodriguez and Zook to falsify business and accounting records of the Partnership and the Defendant entities; improperly assign and transfer Partnership assets without notice to and consent from Scurtis, depriving Scurtis of his share of the profits, interest in the various limited partnerships and otherwise falsifying books and records to make it appear that Scurtis owed loans that were due or otherwise required immediate payment as a pretext to denying Scurtis his share of the profits.

316. In furtherance of this conspiracy, Rodriguez, Zook, and Monument in particular, have knowingly, intentionally, improperly, and continuously attempted to transfer Scurtis's lawful interest in ACREI, ACREI-II, and ACREI-III, thereby converting his interests, as member of ACREI, ACREI-II, ACREI-III, in NPV and the Holding Partnerships, all in furtherance of Rodriguez and the other Defendants' conspiracy to tortiously deprive Scurtis of his interests in the Partnership, Partnership assets, and related net profits.

317. Rodriguez and the other Defendants have knowingly, intentionally, and continuously filed false documents with the Florida Secretary of State to hide Scurtis's lawful interests in ACREI, ACREI-II, ACREI-III, NPV, and the Holding Partnerships in furtherance of their conspiracy to tortiously deprive Scurtis of his interests in the Partnership, Partnership assets, and related net profits.

318. Rodriguez and the other Defendants have knowingly, intentionally, and continuously converted the agreed upon portion of the net profits realized by the Holding Partnerships owed to Scurtis, ACREI, ACREI-II, and ACREI-III, in furtherance of Rodriguez and the other Defendants' conspiracy to tortiously deprive Scurtis, ACREI, ACREI-II, and ACREI-III, of their interests in the Partnership, Partnership assets, and related net profits.

319. Rodriguez and the other Defendants have knowingly, intentionally, and continuously converted Scurtis's Acquisition Fees in furtherance of their conspiracy to tortiously deprive Scurtis of his interests in the Partnership, Partnership assets, and related net profits.

320. Rodriguez and the other Defendants have knowingly, intentionally, and continuously interfered with Scurtis's contractual relationships in the Holding Partnership agreements in furtherance of Rodriguez's and the other Defendants' conspiracy to tortiously deprive Scurtis of his interests in the Partnership, Partnership assets, and related net profits.

321. The other Defendants have knowingly, intentionally, and continuously interfered with Scurtis's business relationship with Rodriguez in furtherance of their conspiracy to tortiously deprive Scurtis of his interest in the Partnership, Partnership assets, and related net profits.

322. Rodriguez and the other Defendants have continuously and in concert with each other, knowingly and intentionally mismanaged NPV and the Holding Partnerships caused Partnership assets to be sold for below market values without Scurtis's approval by condoning and concealing alleged fraudulent activity by NPV employees. In furtherance of their conspiracy to tortiously deprive Scurtis of his interests in the Partnership, Partnership assets, related net profits and otherwise interfere with Scurtis's relationship with those businesses.

323. As a result of Rodriguez's and the other Defendants' continuing wrongful conduct, Scurtis has been damaged.

324. Rodriguez, Zook, and the other Defendants' continuing wrongful conduct against Scurtis was in bad faith or with malicious purpose exhibiting wanton and willful disregard for Scurtis's rights, interests, and property.

325. All conditions precedent to the bringing of this action have been performed, have occurred, or have been waived.

WHEREFORE, Plaintiff Scurtis demands judgment against the Defendants for compensatory damages, including lost profits, and interest thereon, lost business opportunities, the costs of bringing this action, and such additional relief as this Court deems appropriate.

COUNT 11

UNJUST ENRICHMENT

(SCURTIS v. RODRIGUEZ, NPV, ZOOK, and MONUMENT)

326. Scurtis realleges all prior paragraphs above.

327. This count is brought in the alternative to the contractual and tort claims of Scurtis, to the extent that it is determined that he does not have remedies in contract or tort.

328. On information and belief, the monies owed but not paid to Scurtis from his Partnership with Rodriguez have instead been paid to Rodriguez for his personal benefit and/or to NPV, Zook, and Monument, to fund other investment opportunities and/or for their personal benefit and to the exclusion and detriment of Scurtis.

329. Scurtis contributed his knowledge and expertise to the Partnership, including his individual investment criteria and operating platform, both of which are directly responsible for the financial successes of the Partnership and NPV and its successors, Monument—all of which resulted in huge profits that ultimately benefitted Rodriguez, Zook, NPV, and Monument. Scurtis personally took on debt to benefit the Partnership and consistently deferred his compensation from the Partnership in order to allow the Partnership to grow at a faster pace. Scurtis and Rodriguez agreed that Scurtis would be fully compensated with his 3% Acquisition Fee at an unspecified point when the Partnership had better liquidity.

330. Scurtis has therefore conferred benefits upon Rodriguez, Zook, NPV, and Monument and they have accepted those benefits.

331. Scurtis has continually conferred benefits on Rodriguez, Zook, NPV, and Monument since his partner's share of the profits from the sale of the Partnership and affiliate properties has been used by the Defendants named in this Count for their benefit to the exclusion of Scurtis.

332. Rodriguez, Zook, NPV, and Monument have knowledge of the benefits conferred upon them by Scurtis.

333. Rodriguez, Zook, NPV, and Monument have accepted or retained the benefits conferred upon them by Scurtis.

334. The circumstances are such that it would be inequitable for Rodriguez, Zook, NPV, and Monument to retain the benefits conferred upon them by Scurtis without paying fair value to Scurtis for all the benefits he conferred upon them.

335. All conditions precedent to the bringing of this action have been performed, have occurred, or have been waived.

WHEREFORE, Plaintiff Scurtis demands judgment against Defendants Rodriguez, Zook, NPV, and Monument for damages and interest thereon, the costs of bringing this action, and such additional relief as this Court deems appropriate.

COUNT 12
ACCOUNTING
(SCURTIS v. ALL DEFENDANTS)

336. Scurtis realleges all prior paragraphs above.

337. As expressly provided in the Holding Partnership agreements, Scurtis is owed his portion of the net profits realized by the Holding Partnerships and the general Partnerships he formed with Rodriguez.

338. Pursuant to the terms of the Holding Partnership Agreements, Scurtis is entitled to full disclosure of the business and financial business affairs of the Holding Partnerships. As a co-partner in the oral Partnership formed with Rodriguez, Rodriguez, as co-partner, owed fiduciary duties which include the duty to account for asset sales, revenues derived therefrom, and profits realized thereon. In a direct breach of that duty, Rodriguez directed that a portion in excess of Rodriguez's share be paid to Rodriguez, Zook, and Monument.

339. Scurtis is also a limited partner in NPV and is entitled to a share of the net profits of NPV.

340. NPV manages the Holding Partnerships, and ACREI, ACREI-II and ACREI-III are general partners for the Holding Partnerships.

341. Scurtis is the sole member and manager of ACREI, ACREI-II and ACREI-III.

342. On information and belief, net profits realized by the Holding Partnerships have been fraudulently transferred to Rodriguez, Zook, NPV, and Monument.

343. NPV and Monument have all participated in, and improperly benefitted from, the concealment and fraudulent transfer of Scurtis's portion of the net profits realized by the Holding Partnerships. The concealed profits, revenues and properties have been transferred to Rodriguez, Zook, NPV, and Monument and/or the proceeds of property sales have been used to purchase other income-producing properties to the exclusion of Scurtis's share and interest in such transactions.

344. Scurtis has suffered substantial damages as a result of Defendants' concealment and fraudulent transfer of Scurtis's portion of the net profits realized by the Holding Partnerships.

345. The transactions demonstrating the concealment and fraudulent transfer of sums owed to Scurtis are extensive involving over 5,000 units, multiple transactions, numerous affiliates and are complicated, the proof of which cannot be successfully obtained by only discovery.

346. By virtue of Scurtis's partnership with Rodriguez and Scurtis's relationship under the Partnership Agreement and the Holding Partnership Agreements, all Defendants owe a fiduciary obligation to properly account for and pay Scurtis his agreed upon portion of the net profits of the Holding Partnerships and general Partnership with Rodriguez.

347. If Defendants are not required to render a full accounting as to their business and financial operations Scurtis will suffer imminent irreparable harm because without an accounting, Scurtis will be unable to identify the relevant transactions, the fair market value of the assets sold, his share of the profits derived from a fair market value sale, and the monies owed to him.

348. Scurtis's remedy at law in this case is not full, adequate or expeditious, as he cannot accurately quantify his damages absent a full accounting of the Defendants' business and financial operations.

349. All conditions precedent to the bringing of this action have been performed, have occurred, or have been waived.

WHEREFORE, Plaintiff Scurtis, individually and as member and manager of ACREI, ACREI-II, and ACREI-III, requests the entry of a judgment Ordering a full accounting of the business and financial operations of the Holding Partnerships, NPV, NPAV, MCM, and MRES, awarding Scurtis the costs of bringing the action, and awarding such additional relief as this Court deems appropriate.

COUNT 13

BREACH OF EDGEWATER HOLDING PARTNERSHIP AGREEMENT
(SCURTIS and ACREI v. EDGEWATER HOLDING PARTNERSHIPS)

350. Scurtis and ACREI reallege all prior paragraphs above.

351. Scurtis and ACREI, brings this action against 2328 NE 6th Avenue Ltd.; 455 Building, Ltd.; 500 NE 24th St. Ltd.; and 6th Ave. Buildings, Ltd. (hereinafter, the “Edgewater Holding Partnerships”).

352. Scurtis and ACREI entered into each of the partnership agreements for the Edgewater Holding Partnerships, pursuant to which Scurtis is a limited partner in each of the Edgewater Holding Partnerships. ACREI is the general partner of each of the Edgewater Holding Partnerships entrusted with the operations of the business. (Each attached as Exs. 5, 7, 10).

353. Scurtis does not have possession or control of the 455 Building, Ltd. partnership agreement, because the 455 Building, Ltd. partnership agreements is in the sole and exclusive possession of that partnership.

354. Scurtis expects to receive the 455 Building, Ltd. partnership agreement through discovery.

355. Each of the Edgewater Holding Partnerships breached its respective Holding Partnership Agreement by virtue of, *inter alia*, the following conduct: (i) each of the Edgewater Holding Partnerships improperly admitted a person as a General or Limited partner without the “unanimous approval of all the Limited Partners”; (i) on or after December 18, 2009, each of the Edgewater Holding Partnerships improperly sold their Partnership Properties without the consent of Scurtis or ACREI; (ii) each of the Edgewater Holding Partnerships improperly permitted withdrawals from the capital accounts of the partners without unanimous approval by all the partners; and (iii) each of the Edgewater Holding Partnerships permitted Rodriguez, a limited partner, to improperly participate in the management or conduct of the Edgewater Holding Partnerships’ business and affairs or improperly allowed Rodriguez to act for or on behalf of the Edgewater Holding Partnerships without the authority to do so.

356. As a direct result of these breaches by the Edgewater Holding Partnerships, the Edgewater Properties were sold at a loss and far below their value as a combined development.

357. But for the Edgewater Holding Partnerships' breaches of their respective Holding Partnership Agreements, Scurtis would have developed the Edgewater properties as a single development and sold them for a profit—to the benefit of Scurtis, ACREI, and all partners who had a share in said profits.

358. As a result of the Edgewater Holding Partnerships' breach of their respective holding partnership agreements, ACREI also suffered substantial damages, including, without limitation, lost profits.

359. All conditions precedent to the bringing of this action have been performed, have occurred, or have been waived.

WHEREFORE, Plaintiffs Scurtis and ACREI demand judgment against Defendants 2328 NE 6th Avenue Ltd.; 455 Building, Ltd.; 500 NE 24th St. Ltd.; and 6th Ave. Buildings, Ltd. for compensatory damages, including lost profits, and interest thereon, the costs of bringing this action, and such additional relief as this Court deems appropriate.

COUNT 14
BREACH OF HOLDING PARTNERSHIP AGREEMENT
(SCURTIS and ACREI v. 103-05 BUILDING, LTD.)

360. Scurtis and ACREI reallege all prior paragraphs above.

361. Scurtis and ACREI entered into one of the Holding Partnership Agreements (the "103-05 Building Holding Partnership Agreement") (attached as Ex. 8) with 103-05 Building, Ltd, pursuant to which Scurtis is entitled to 4.9995% and ACREI is entitled to .0100% of its net profits in the 103-05 Building, Ltd.

362. Upon information and belief, 103-05 Building, Ltd. realized net profits.

363. As a result of realizing net profits, 103-05 Building, Ltd. was obligated to distribute the agreed upon net profits accruing to Scurtis and ACREI. However, 103-05 Building, Ltd. did not pay Scurtis his partner share nor did 103-05 Building, Ltd. pay its general partner, ACREI, its share.

364. 103-05 Building, Ltd. breached the 103-05 Building Holding Partnership Agreement by failing to pay Scurtis and ACREI their agreed upon portion of the net profits realized by 103-05 Building, Ltd.

365. Scurtis and ACREI have therefore suffered substantial damages, including, without limitation, lost profits, as a direct result of 103-05 Building, Ltd.'s breach of the 103-05 Building Holding Partnership Agreement.

366. All conditions precedent to the bringing of this action have been performed, have occurred, or have been waived.

WHEREFORE, Plaintiff Scurtis and ACREI demand judgment against Defendant 103-05 Building, Ltd. for compensatory damages, including lost profits, and interest thereon, the costs of bringing this action, and such additional relief as this Court deems appropriate.

COUNT 15

BREACH OF HOLDING PARTNERSHIP AGREEMENT
(SCURTIS v. OAK COURTS ACQUISITION, L.P. (hereinafter "Oak"))

367. Scurtis realleges all prior paragraphs above.

368. Scurtis entered into one of the Holding Partnership Agreements (the "Oak Courts Holding Partnership Agreement") (attached as Ex. 17) with Oak, pursuant to which Scurtis is entitled to 5% of its net profits.

369. Upon information and belief, Oak realized net profits.

370. As a result of realizing net profits, Oak was obligated to distribute the agreed upon net profits accruing to Scurtis, which it did not do.

371. Oak breached the Oak Courts Holding Partnership Agreement by failing to pay Scurtis his agreed upon portion of the net profits realized by Oak.

372. Scurtis has suffered substantial damages, including, without limitation, lost profits, as a direct result of Oak's breach of the Oak Courts Holding Partnership Agreement.

373. All conditions precedent to the bringing of this action have been performed, have occurred, or have been waived.

WHEREFORE, Plaintiff Scurtis demands judgment against Defendant Oak Courts Acquisition, L.P. for compensatory damages, including lost profits, and interest thereon, the costs of bringing this action, and such additional relief as this Court deems appropriate.

COUNT 16

BREACH OF HOLDING PARTNERSHIP AGREEMENT

(SCURTIS v. HARBOR POINTE ACQUISITION, LTD. (hereinafter "Harbor"))

374. Scurtis realleges all prior paragraphs above.

375. Scurtis entered into one of the Holding Partnership Agreements (the "Harbor Pointe Holding Partnership Agreement") (attached as Ex. 25) with Harbor, pursuant to which Scurtis is entitled to 5% of its net profits.

376. Scurtis does not have possession or control of the Harbor Pointe Holding Partnership Agreement, because the Harbor Pointe Holding Partnership Agreement is in the sole and exclusive possession of Harbor.

377. Scurtis will receive the Harbor Pointe Holding Partnership Agreement through discovery.

378. Upon information and belief, Harbor realized net profits.

379. As a result of realizing net profits, Harbor was obligated to distribute the agreed upon net profits accruing to Scurtis, which it did not do.

380. Harbor breached the Harbor Pointe Holding Partnership Agreement by failing to pay Scurtis his agreed upon portion of the net profits realized by Harbor.

381. Scurtis has suffered substantial damages, including, without limitation, lost profits, as a direct result of Harbor's breach of the Harbor Pointe Holding Partnership Agreement.

382. All conditions precedent to the bringing of this action have been performed, have occurred, or have been waived.

WHEREFORE, Plaintiff Scurtis demands judgment against Defendant Harbor for compensatory damages, including lost profits, and interest thereon, the costs of bringing this action, and such additional relief as this Court deems appropriate.

COUNT 17

BREACH OF HOLDING PARTNERSHIP AGREEMENT

(SCURTIS and ACREI-II v. CHURCH AVE. APARTMENTS, LTD. (hereinafter "Church"))

383. Scurtis and ACREI-II reallege all prior paragraphs above.

384. Scurtis and ACREI-II entered into one of the Holding Partnership Agreements (the "Church Ave. Holding Partnership Agreement") (attached at Ex. 12) with Church, pursuant to which Scurtis is entitled to 4.9995% and ACREI-II is entitled to .0100% of its net profits.

385. Upon information and belief, Church realized net profits.

386. As a result of realizing net profits, Church was obligated to distribute the agreed upon net profits accruing to Scurtis and ACREI, which it did not do.

387. Church breached the Church Ave. Holding Partnership Agreement by failing to pay Scurtis, individually, and ACREI-II their agreed upon portion of the net profits realized by Church.

388. Scurtis and ACREI-II have suffered substantial damages, including, without limitation, lost profits, as a direct result of Church's breach of the Church Ave. Apartments Holding Partnership Agreement.

389. All conditions precedent to the bringing of this action have been performed, have occurred, or have been waived.

WHEREFORE, Plaintiffs, Scurtis and ACREI-II, demand judgment against Defendant Church Ave. Apartments, Ltd. for compensatory damages, including lost profits, and interest thereon, the costs of bringing this action, and such additional relief as this Court deems appropriate.

COUNT 18

BREACH OF HOLDING PARTNERSHIP AGREEMENT

(SCURTIS v. CREEKWOOD ACQUISITION, LTD. (hereinafter "Creek"))

390. Scurtis realleges all prior paragraphs above.

391. Scurtis entered into one of the Holding Partnership Agreements (the "Creekwood Holding Partnership Agreement") (attached as Ex. 29) with Creek, pursuant to which Scurtis is entitled to 5% of its net profits.

392. Upon information and belief, Creek realized net profits.

393. As a result of realizing net profits, Creek was obligated to distribute the agreed upon net profits accruing to Scurtis, which it did not do.

394. Creek breached the Creekwood Holding Partnership Agreement by failing to pay Scurtis his agreed upon portion of the net profits realized by Creekwood Acquisition, Ltd.

395. Scurtis has suffered substantial damages, including, without limitation, lost profits, as a direct result of Creek's breach of the Creekwood Holding Partnership Agreement.

396. All conditions precedent to the bringing of this action have been performed, have occurred, or have been waived.

WHEREFORE, Plaintiff Scurtis demands judgment against Defendant Creekwood Acquisition, Ltd. for compensatory damages, including lost profits, and interest thereon, the costs of bringing this action, and such additional relief as this Court deems appropriate.

COUNT 19

BREACH OF HOLDING PARTNERSHIP AGREEMENT
(SCURTIS and ACREI v. 750 Bay Front, Ltd. (hereinafter "750"))

397. Scurtis and ACREI reallege all prior paragraphs above.

398. Scurtis and ACREI, entered into one of the Holding Partnership Agreements (the "750 Bay Front Building Holding Partnership Agreement") (attached as Ex. 9) with 750 Bay, pursuant to which Scurtis is entitled to 4.9995% and ACREI is entitled to .0100% of its net profits.

399. Upon information and belief, 750 realized net profits.

400. As a result of realizing net profits, 750 was obligated to distribute the agreed upon net profits accruing to Scurtis and ACREI which it did not do.

401. 750 breached the 750 Bay Front Holding Partnership Agreement by failing to pay Scurtis and ACREI their agreed upon portion of the net profits realized by 750.

402. Scurtis and ACREI have suffered substantial damages, including, without limitation, lost profits, as a direct result of 750's breach of the 750 Bay Front Holding Partnership Agreement.

403. All conditions precedent to the bringing of this action have been performed, have occurred, or have been waived.

WHEREFORE, Plaintiffs Scurtis and ACREI demand judgment against Defendant 750 Bay Front, Ltd. for compensatory damages, including lost profits, and interest thereon, the costs of bringing this action, and such additional relief as this Court deems appropriate.

COUNT 20

BREACH OF HOLDING PARTNERSHIP AGREEMENT

(SCURTIS and ACREI v. 420 APARTMENTS, LTD. (hereinafter "420"))

404. Scurtis and ACREI reallege all prior paragraphs above.

405. Scurtis and ACREI entered into the Holding Partnership Agreement for 420 Apartments, Ltd. (the "420 Holding Partnership Agreement") (attached as Ex. 11), pursuant to which Scurtis is entitled to 4.9995% and ACREI is entitled to .0100% of its net profits.

406. Upon information and belief, 420 realized net profits.

407. As a result of realizing net profits, 420 was obligated to distribute the agreed upon net profits accruing to Scurtis and ACREI, which it did not do.

408. 420 breached the 420 Holding Partnership Agreement by failing to pay Scurtis and ACREI their agreed upon portion of the net profits realized by 420.

409. Scurtis and ACREI have suffered substantial damages, including, without limitation, lost profits, as a direct result of 420's breach of the 420 Holding Partnership Agreement.

410. All conditions precedent to the bringing of this action have been performed, have occurred, or have been waived.

WHEREFORE, Plaintiffs Scurtis and ACREI demand judgment against Defendant 420 for compensatory damages, including lost profits, and interest thereon, the costs of bringing this action, and such additional relief as this Court deems appropriate.

COUNT 21

BREACH OF HOLDING PARTNERSHIP AGREEMENT

(SCURTIS v. CLEAR LAKE ACQUISITION, LTD. (hereinafter "Clear Lake"))

411. Scurtis realleges all prior paragraphs above.

412. Scurtis entered into the Holding Partnership Agreement for Clear Lake (the “Clear Lake Holding Partnership Agreement”) (attached as Ex. 32), pursuant to which Scurtis is entitled to 5% of its net profits.

413. Upon information and belief, Clear Lake realized net profits.

414. As a result of realizing net profits, Clear Lake was obligated to distribute the agreed upon net profits accruing to Scurtis, which it did not do.

415. Clear Lake breached the Clear Lake Holding Partnership Agreement by failing to pay Scurtis his agreed upon portion of the net profits realized by Clear Lake Acquisition, Ltd.

416. Scurtis has suffered substantial damages, including, without limitation, lost profits, as a direct result of Clear Lake’s breach of the Clear Lake Holding Partnership Agreement.

417. All conditions precedent to the bringing of this action have been performed, have occurred, or have been waived.

WHEREFORE, Plaintiff Scurtis demands judgment against Defendant Clear Lake Acquisition, Ltd. for compensatory damages, including lost profits, and interest thereon, the costs of bringing this action, and such additional relief as this Court deems appropriate.

COUNT 22

BREACH OF HOLDING PARTNERSHIP AGREEMENT

*(SCURTIS v. NORMANDY ACQUISITION LP (now known as Normandy LLC)
(hereinafter “Normandy”)*

418. Scurtis realleges all prior paragraphs above.

419. Without the consent of Scurtis, and to hide partnership assets, Normandy’s name was changed to Normandy LLC on or about 2014, but in all other respects, Normandy LLC was the successor entity of Normandy that succeeded to Normandy’s obligations and contracts, including the subject partnership agreement.

420. Scurtis entered into one of the Holding Partnership Agreements (the “Normandy Acquisition, LP” Holding Partnership Agreement”) (attached as Ex. 27) with Normandy, pursuant to which Scurtis is entitled to 5% of its net profits.

421. Upon information and belief, Normandy realized net profits.

422. As a result of realizing net profits, Normandy was obligated to distribute the agreed upon net profits accruing to Scurtis, which it did not do.

423. Normandy breached the Normandy Acquisition, LP Holding Partnership Agreement by failing to pay Scurtis his agreed upon portion of the net profits realized by Normandy.

424. Normandy LLC also breached the same agreement as a successor entity of Normandy by not paying Scurtis his partner’s share of the profits realized by Normandy LLC.

425. Normandy also breached the same agreement by selling Partnership assets to Monument, an entity controlled by Rodriguez, at below market prices.

426. Scurtis has suffered substantial damages, including, without limitation, lost profits, as a direct result of Normandy and Normandy LLC’s, as successor entity, breach of the Normandy Acquisition, LP Holding Partnership Agreement.

427. All conditions precedent to the bringing of this action have been performed, have occurred, or have been waived.

WHEREFORE, Plaintiff Scurtis demand judgment against Defendant Normandy Acquisition, LP (now known as Normandy, LLC), for compensatory damages, including lost profits, and interest thereon, the costs of bringing this action, and such additional relief as this Court deems appropriate.

COUNT 23

BREACH OF HOLDING PARTNERSHIP AGREEMENT
(SCURTIS v. CEDAR ACQUISITION, LP) (hereinafter "Cedar")

428. Scurtis realleges all prior paragraphs above.

429. Scurtis entered into one of the Holding Partnership Agreements (the "Cedar Acquisition, Ltd. Holding Partnership Agreement") (Attached as Ex. 25) with Cedar pursuant to which Scurtis is entitled to 5% of its net profits.

430. Upon information and belief, Cedar realized net profits.

431. As a result of realizing net profits, Cedar was obligated to distribute the agreed upon net profits accruing to Scurtis, which it did not do.

432. Cedar breached the Cedar Acquisition, Ltd. Holding Partnership Agreement by failing to pay Scurtis his agreed upon portion of the net profits realized by Cedar.

433. Scurtis has suffered substantial damages, including, without limitation, lost profits, as a direct result of Cedar's breach of the Cedar Acquisition, Ltd. Holding Partnership Agreement.

434. All conditions precedent to the bringing of this action have been performed, have occurred, or have been waived.

WHEREFORE, Plaintiff Scurtis demands judgment against Defendant Cedar Acquisition, Ltd. for compensatory damages, including lost profits, and interest thereon, the costs of bringing this action, and such additional relief as this Court deems appropriate.

COUNT 24

BREACH OF HOLDING PARTNERSHIP AGREEMENT
(SCURTIS v. NEWPORT PINETREE & LAKESIDE I, LTD.) (hereinafter "Lakeside")

435. Scurtis realleges all prior paragraphs above.

436. Scurtis entered into one of the Holding Partnership Agreements (the “Newport Pinetree & Lakeside I, Ltd. Holding Partnership Agreement”) (attached as Ex. 15). with Lakeside, pursuant to which Scurtis is entitled to 5% of its net profits.

437. Upon information and belief, Lakeside realized net profits.

438. As a result of realizing net profits, Lakeside was obligated to distribute the agreed upon net profits accruing to Scurtis, which it did not do.

439. Lakeside breached the Newport Pinetree & Lakeside I, Ltd. Holding Partnership Agreement by failing to pay Scurtis his agreed upon portion of the net profits realized by Lakeside.

440. Scurtis has suffered substantial damages, including, without limitation, lost profits, as a direct result of Lakeside’s breach of the Newport Pinetree & Lakeside I, Ltd. Holding Partnership Agreement.

441. All conditions precedent to the bringing of this action have been performed, have occurred, or have been waived.

WHEREFORE, Plaintiff Scurtis demands judgment against Defendant Newport Pinetree & Lakeside I, Ltd. for compensatory damages, including lost profits, and interest thereon, the costs of bringing this action, and such additional relief as this Court deems appropriate.

COUNT 25

BREACH OF HOLDING PARTNERSHIP AGREEMENT

(SCURTIS v. COSTAMAR HOLDINGS, INC.) (hereinafter “Costamar”)

442. Scurtis realleges all prior paragraphs above.

443. Scurtis entered into one of the Holding Partnership Agreements (the “Costamar Holdings, Inc. Holding Partnership Agreement”) with Costamar, pursuant to which Scurtis is entitled to approximately 5% of its net profits.

444. Scurtis does not have possession or control of the Costamar Holdings, Inc. Holding Partnership Agreement, because the Costamar Holdings, Inc. Holding Partnership Agreement is in the sole and exclusive possession of Costamar.

445. Scurtis will receive the Costamar Holdings, Inc. Holding Partnership Agreement through discovery.

446. Upon information and belief, Costamar realized net profits.

447. As a result of realizing net profits, Costamar was obligated to distribute the agreed upon net profits accruing to Scurtis, which it did not do.

448. Costamar breached the Costamar Holdings, Inc. Holding Partnership Agreement by failing to pay Scurtis his agreed upon portion of the net profits realized by Costamar.

449. Scurtis has suffered substantial damages, including, without limitation, lost profits, as a direct result of Costamar's breach of the Costamar Holdings, Inc. Holding Partnership Agreement.

450. All conditions precedent to the bringing of this action have been performed, have occurred, or have been waived.

WHEREFORE, Plaintiff Scurtis demands judgment against Defendant Costamar Holdings, Inc. for compensatory damages, including lost profits, and interest thereon, the costs of bringing this action, and such additional relief as this Court deems appropriate.

COUNT 26

BREACH OF HOLDING PARTNERSHIP AGREEMENT

(SCURTIS v COLONY OAKS ACQUISITION, LTD. (hereinafter "Colony"))

451. Scurtis realleges all prior paragraphs above.

452. Scurtis entered into one of the Holding Partnership Agreements (the “Colony Oaks Acquisition, Ltd. Holding Partnership Agreement”) (attached as Ex. 28) with Colony, pursuant to which Scurtis is entitled to 5% of its net profits.

453. Upon information and belief, Colony realized net profits.

454. As a result of realizing net profits, Colony was obligated to distribute the agreed upon net profits accruing to Scurtis, which it did not do.

455. Colony breached the Colony Oaks Acquisition, Ltd. Holding Partnership Agreement by failing to pay Scurtis his agreed upon portion of the net profits realized by Colony.

456. Scurtis has suffered substantial damages, including, without limitation, lost profits, as a direct result of Colony’s breach of the Colony Oaks Acquisition, Ltd. Holding Partnership Agreement.

457. All conditions precedent to the bringing of this action have been performed, have occurred, or have been waived.

WHEREFORE, Plaintiff Scurtis demands judgment against Defendant Colony Oaks Acquisition Ltd. for compensatory damages, including lost profits, and interest thereon, the costs of bringing this action, and such additional relief as this Court deems appropriate.

COUNT 27

BREACH OF HOLDING PARTNERSHIP AGREEMENT

(Scurtis v. FAIRWIND ACQUISITION LTD. (hereinafter “Fairwind”))

458. Scurtis realleges all prior paragraphs above.

459. Scurtis entered into one of the Holding Partnership Agreements (the “Fairwind Acquisition, Ltd. “Holding Partnership Agreement”) (attached as Ex. 22) with Fairwind, pursuant to which Scurtis is entitled to 5% of its net profits.

460. Upon information and belief, Fairwind realized net profits.

461. As a result of the realizing net profits, Fairwind was obligated to distribute the agreed upon net profits accruing to Scurtis, which it did not do.

462. Fairwind breached the Fairwind Acquisition, Ltd. Holding Partnership Agreement by failing to pay Scurtis his agreed upon portion of the net profits realized by Fairwind.

463. Scurtis has suffered substantial damages, including, without limitation, lost profits, as a direct result of Fairwind's breach of the Fairwind Acquisition, Ltd. Holding Partnership Agreement.

464. All conditions precedent to the bringing of this action have been performed, have occurred, or have been waived.

WHEREFORE, Plaintiff, Scurtis, demands judgment against Defendant Fairwind Acquisition Ltd. for compensatory damages, including lost profits, and interest thereon, the costs of bringing this action, and such additional relief as this Court deems appropriate.

COUNT 28
BREACH OF HOLDING PARTNERSHIP AGREEMENT
(SCURTIS v. ROYAL GULF ACQUISITION, L.P.
(hereinafter "Royal"))

465. Scurtis realleges all prior paragraphs above.

466. Scurtis entered into one of the Holding Partnership Agreements (the "Royal Gulf Acquisition, L.P. Holding Partnership Agreement") (attached as Ex. 18) with Royal, pursuant to which Scurtis is entitled to 5% of its net profits.

467. Upon information and belief, Royal realized net profits.

468. As a result of realizing net profits, Royal was obligated to distribute the agreed upon net profits accruing to Scurtis, which it did not do.

469. Royal breached the Royal Gulf Acquisition, L.P. Holding Partnership Agreement by failing to pay Scurtis his agreed upon portion of the net profits realized by Royal.

470. Scurtis has suffered substantial damages, including, without limitation, lost profits, as a direct result of Royal's breach of the Royal Gulf Acquisition, L.P. Holding Partnership Agreement.

471. All conditions precedent to the bringing of this action have been performed, have occurred, or have been waived.

WHEREFORE, Plaintiff Scurtis demands judgment against Defendant Royal Gulf Acquisition, L.P. for compensatory damages, including lost profits, and interest thereon, the costs of bringing this action, and such additional relief as this Court deems appropriate.

COUNT 29

BREACH OF HOLDING PARTNERSHIP AGREEMENT

(SCURTIS v. WOOD CREEK & REGENCY PARK, LTD. (hereinafter "Wood"))

472. Scurtis realleges all prior paragraphs above.

473. Scurtis entered into one of the Holding Partnership Agreements (the "Wood Creek & Regency Park, Ltd. Holding Partnership Agreement") (attached as Ex. 20) with Wood pursuant to which Scurtis is entitled to 5% of its net profits.

474. Upon information and belief, Wood realized net profits.

475. As a result of realizing net profits, Wood was obligated to distribute the agreed upon net profits accruing to Scurtis, which it did not do.

476. Wood breached the Wood Creek & Regency Park, Ltd. Holding Partnership Agreement by failing to pay Scurtis his agreed upon portion of the net profits realized by Wood.

477. Scurtis has suffered substantial damages, including, without limitation, lost profits, as a direct result of Wood's breach of the Wood Creek & Regency Park, Ltd. Holding Partnership Agreement.

478. All conditions precedent to the bringing of this action have been performed, have occurred, or have been waived.

WHEREFORE, Plaintiff Scurtis demands judgment against Defendant Wood Creek & Regency Park, Ltd. for compensatory damages, including lost profits, and interest thereon, the costs of bringing this action, and such additional relief as this Court deems appropriate.

COUNT 30

BREACH OF HOLDING PARTNERSHIP AGREEMENT

(SCURTIS AND ACREI v. 1570 MADRUGA AVE., LTD.) (hereinafter "1570")

479. Scurtis and ACREI reallege all prior paragraphs above.

480. Scurtis entered into one of the Holding Partnership Agreements (the "1570 Madruga Ave, Ltd. Holding Partnership Agreement") with 1570 pursuant to which Scurtis is entitled to 5% of its net profits and ACREI is entitled to a portion of its net profits as general partner.

481. Scurtis and ACREI do not have possession or control of the 1570 Madruga Ave, Ltd Holding Partnership Agreement, because the 1570 Madruga Ave, Ltd. Holding Partnership Agreement is in the sole and exclusive possession of 1570.

482. Scurtis and ACREI will receive the 1570 Madruga Ave, Ltd. Holding Partnership Agreement through discovery.

483. Upon information and belief, 1570 realized net profits.

484. As a result of the realizing net profits, 1570 was obligated to distribute the agreed upon net profits accruing to Scurtis and ACREI, which it did not do.

485. 1570 breached the 1570 Madruga Ave, Ltd. Holding Partnership Agreement by failing to pay Scurtis and ACREI their agreed upon portion of the net profits realized by 1570.

486. Scurtis and ACREI has suffered substantial damages, including, without limitation, lost profits, as a direct result of 1570's breach of the 1570 Madrugua Ave, Ltd. Holding Partnership Agreement.

487. All conditions precedent to the bringing of this action have been performed, have occurred, or have been waived.

WHEREFORE, Plaintiffs Scurtis and ACREI demand judgment against Defendant 1570 Madrugua Ave, Ltd. for compensatory damages, including lost profits, and interest thereon, the costs of bringing this action, and such additional relief as this Court deems appropriate.

COUNT 31

BREACH OF HOLDING PARTNERSHIP AGREEMENT

(SCURTIS v. RESIDENCES WEST BEACH, LTD. (hereinafter "Residences"))

488. Scurtis realleges all prior paragraphs above.

489. Scurtis entered into one of the Holding Partnership Agreements (the "Residences West Beach, Ltd. Holding Partnership Agreement") (attached as Ex. 21) with, Residences pursuant to which Scurtis is entitled to 5% of its net profits.

490. Upon information and belief, Residences realized net profits.

491. As a result of realizing net profits, Residences was obligated to distribute the agreed upon net profits accruing to Scurtis, which it did not do.

492. Residences breached the Residences West Beach, Ltd. Holding Partnership Agreement by failing to pay Scurtis his agreed upon portion of the net profits realized by Residences.

493. Scurtis has suffered substantial damages, including, without limitation, lost profits, as a direct result of Residences' breach of the Residences West Beach, Ltd. Holding Partnership Agreement.

494. All conditions precedent to the bringing of this action have been performed, have occurred, or have been waived.

WHEREFORE, Plaintiff Scurtis demands judgment against Defendant Residences West Beach, Ltd. for compensatory damages, including lost profits, and interest thereon, the costs of bringing this action, and such additional relief as this Court deems appropriate.

COUNT 32

BREACH OF HOLDING PARTNERSHIP AGREEMENT

(SCURTIS v. NEWPORT PROPERTY APARTMENT VENTURES, LTD. (hereinafter "Newport"))

495. Scurtis realleges all prior paragraphs above.

496. Scurtis entered into one of the Holding Partnership Agreements (the "Newport Property Apartment Ventures, Ltd. Holding Partnership Agreement") (attached as Ex. 35) with Newport pursuant to which Scurtis is entitled to 5% of its net profits.

497. Upon information and belief, Newport realized net profits.

498. As a result of realizing net profits, Newport was obligated to distribute the agreed upon net profits accruing to Scurtis, which it did not do.

499. Newport breached the Newport Property Apartment Ventures, Ltd. Holding Partnership Agreement by failing to pay Scurtis his agreed upon portion of the net profits realized by Newport.

500. Scurtis has suffered substantial damages, including, without limitation, lost profits, as a direct result of Newport's breach of the Newport Property Apartment Ventures, Ltd. Holding Partnership Agreement.

501. All conditions precedent to the bringing of this action have been performed, have occurred, or have been waived.

WHEREFORE, Plaintiff Scurtis demands judgment against Defendant Newport Property Apartment Ventures, Ltd. for compensatory damages, including lost profits, and interest thereon, the costs of bringing this action, and such additional relief as this Court deems appropriate.

COUNT 33
BREACH OF HOLDING PARTNERSHIP AGREEMENT
(SCURTIS and ACREI v. 454 NE 23 ST. LTD.)

502. Scurtis and ACREI reallege all prior paragraphs above.

503. Scurtis and ACREI entered into one of the Holding Partnership Agreements (the “454 NE 23 St. Ltd. Holding Partnership Agreement”) (attached as Ex. 5) with 454 NE 23 St. Ltd., pursuant to which Scurtis is entitled to 4.9995% and ACREI is entitled to .0100% of its net profits in the 103-05 Building, Ltd.

504. Upon information and belief, 454 NE St. Ltd. realized net profits.

505. As a result of realizing net profits, 454 NE 23 St. Ltd. was obligated to distribute the agreed upon net profits accruing to Scurtis and ACREI. However, 454 NE 23 St. Ltd. did not pay Scurtis his partner share nor did 454 NE 23 St. Ltd. pay its general partner, ACREI, its share.

506. 454 NE 23 St. Ltd. breached the 454 NE 23 St. Ltd. Holding Partnership Agreement by failing to pay Scurtis and ACREI their agreed upon portion of the net profits realized by 454 NE 23 St. Ltd.

507. Scurtis and ACREI have therefore suffered substantial damages, including, without limitation, lost profits, as a direct result of 454 NE 23 St. Ltd.’s breach of the 454 NE 23 St. Ltd. Holding Partnership Agreement.

508. All conditions precedent to the bringing of this action have been performed, have occurred, or have been waived.

WHEREFORE, Plaintiff Scurtis and ACREI demand judgment against Defendant 454 NE 23 St. Ltd. for compensatory damages, including lost profits, and interest thereon, the costs of bringing this action, and such additional relief as this Court deems appropriate.

COUNT 34
BREACH OF HOLDING PARTNERSHIP AGREEMENT
(SCURTIS and ACREI v. 460 NE 25TH ST. LTD.)

509. Scurtis and ACREI reallege all prior paragraphs above.

510. Scurtis and ACREI entered into one of the Holding Partnership Agreements (the “460 NE 25th St. Ltd. Holding Partnership Agreement”) with 460 NE 25th St. Ltd., pursuant to which Scurtis and ACREI are entitled to a share of the net profits in the 460 NE 25th St. Ltd.

511. Scurtis and ACREI do not have possession or control of the 460 NE 25th St. Ltd. Holding Partnership Agreement, because the 460 NE 25th St. Ltd. Holding Partnership Agreement is in the sole and exclusive possession of 460 NE 25th St. Ltd.

512. Scurtis and ACREI will receive the 460 NE 25th St. Ltd. Holding Partnership Agreement through discovery.

513. Upon information and belief, 460 NE 25th St. Ltd. realized net profits.

514. As a result of realizing net profits, 460 NE 25th St. Ltd. was obligated to distribute the agreed upon net profits accruing to Scurtis and ACREI. However, 460 NE 25th St. Ltd. did not pay Scurtis his partner share nor did 460 NE 25th St. Ltd. pay its general partner, ACREI, its share.

515. 460 NE 25th St. Ltd. breached the 460 NE 25th St. Ltd. Holding Partnership Agreement by failing to pay Scurtis and ACREI their agreed upon portion of the net profits realized by 460 NE 25th St. Ltd.

516. Scurtis and ACREI have therefore suffered substantial damages, including, without limitation, lost profits, as a direct result of 460 NE 25th St. Ltd.'s breach of the 460 NE 25th St. Ltd. Holding Partnership Agreement.

517. All conditions precedent to the bringing of this action have been performed, have occurred, or have been waived.

WHEREFORE, Plaintiff Scurtis and ACREI demand judgment against Defendant 460 NE 25th St. Ltd. for compensatory damages, including lost profits, and interest thereon, the costs of bringing this action, and such additional relief as this Court deems appropriate.

COUNT 35
BREACH OF HOLDING PARTNERSHIP AGREEMENT
(SCURTIS and ACREI v. 559-77 BUILDING. LTD.)

518. Scurtis and ACREI reallege all prior paragraphs above.

519. Scurtis and ACREI entered into one of the Holding Partnership Agreements (the "559-77 Building Ltd. Holding Partnership Agreement") with 559-77 Building Ltd., pursuant to which Scurtis and ACREI are entitled to a share of the net profits in the 559-77 Building Ltd.

520. Scurtis and ACREI do not have possession or control of the 559-77 Building Ltd. Holding Partnership Agreement, because the 559-77 Building Ltd. Holding Partnership Agreement is in the sole and exclusive possession of 559-77 Building Ltd.

521. Scurtis and ACREI will receive the 559-77 Building Ltd. Holding Partnership Agreement through discovery.

522. Upon information and belief, 559-77 Building Ltd. realized net profits.

523. As a result of realizing net profits, 559-77 Building Ltd. was obligated to distribute the agreed upon net profits accruing to Scurtis and ACREI. However, 559-77 Building Ltd. did

not pay Scurtis his partner share nor did 559-77 Building Ltd. pay its general partner, ACREI, its share.

524. 559-77 Building Ltd. breached the 559-77 Building Ltd. Holding Partnership Agreement by failing to pay Scurtis and ACREI their agreed upon portion of the net profits realized by 559-77 Building Ltd.

525. Scurtis and ACREI have therefore suffered substantial damages, including, without limitation, lost profits, as a direct result of 559-77 Building Ltd.'s breach of the 559-77 Building Ltd. Holding Partnership Agreement.

526. All conditions precedent to the bringing of this action have been performed, have occurred, or have been waived.

WHEREFORE, Plaintiff Scurtis and ACREI demand judgment against Defendant 559-77 Building Ltd. for compensatory damages, including lost profits, and interest thereon, the costs of bringing this action, and such additional relief as this Court deems appropriate.

COUNT 36
BREACH OF HOLDING PARTNERSHIP AGREEMENT
(SCURTIS and ACREI v. 426 BUILDING. LTD.)

527. Scurtis and ACREI reallege all prior paragraphs above.

528. Scurtis and ACREI entered into one of the Holding Partnership Agreements (the "426 Building Ltd. Holding Partnership Agreement") with 426 Building Ltd., pursuant to which Scurtis and ACREI are entitled to a share of the net profits in the 426 Building Ltd.

529. Scurtis and ACREI do not have possession or control of the 426 Building Ltd. Holding Partnership Agreement, because the 426 Building Ltd. Holding Partnership Agreement is in the sole and exclusive possession of 426 Building Ltd.

530. Scurtis and ACREI will receive the 426 Building Ltd. Holding Partnership Agreement through discovery.

531. Upon information and belief, 426 Building Ltd. realized net profits.

532. As a result of realizing net profits, 426 Building Ltd. was obligated to distribute the agreed upon net profits accruing to Scurtis and ACREI. However, 426 Building Ltd. did not pay Scurtis his partner share nor did 426 Building Ltd. pay its general partner, ACREI, its share.

533. 426 Building Ltd. breached the 426 Building Ltd. Holding Partnership Agreement by failing to pay Scurtis and ACREI their agreed upon portion of the net profits realized by 426 Building Ltd.

534. Scurtis and ACREI have therefore suffered substantial damages, including, without limitation, lost profits, as a direct result of 426 Building Ltd.'s breach of the 426 Building Ltd. Holding Partnership Agreement.

535. All conditions precedent to the bringing of this action have been performed, have occurred, or have been waived.

WHEREFORE, Plaintiff Scurtis and ACREI demand judgment against Defendant 426 Building Ltd. for compensatory damages, including lost profits, and interest thereon, the costs of bringing this action, and such additional relief as this Court deems appropriate.

COUNT 37
BREACH OF HOLDING PARTNERSHIP AGREEMENT
(SCURTIS and ACREI v. 222 BUILDING. LTD.)

536. Scurtis and ACREI reallege all prior paragraphs above.

537. Scurtis and ACREI entered into one of the Holding Partnership Agreements (the "222 Building Ltd. Holding Partnership Agreement") with 222 Building Ltd., pursuant to which Scurtis and ACREI are entitled to a share of the net profits in the 222 Building Ltd.

538. Scurtis and ACREI do not have possession or control of the 222 Building Ltd. Holding Partnership Agreement, because the 222 Building Ltd. Holding Partnership Agreement is in the sole and exclusive possession of 222 Building Ltd.

539. Scurtis and ACREI will receive the 222 Building Ltd. Holding Partnership Agreement through discovery.

540. Upon information and belief, 222 Building Ltd. realized net profits.

541. As a result of realizing net profits, 222 Building Ltd. was obligated to distribute the agreed upon net profits accruing to Scurtis and ACREI. However, 222 Building Ltd. did not pay Scurtis his partner share nor did 222 Building Ltd. pay its general partner, ACREI, its share.

542. 222 Building Ltd. breached the 222 Building Ltd. Holding Partnership Agreement by failing to pay Scurtis and ACREI their agreed upon portion of the net profits realized by 222 Building Ltd.

543. Scurtis and ACREI have therefore suffered substantial damages, including, without limitation, lost profits, as a direct result of 222 Building Ltd.'s breach of the 222 Building Ltd. Holding Partnership Agreement.

544. All conditions precedent to the bringing of this action have been performed, have occurred, or have been waived.

WHEREFORE, Plaintiff Scurtis and ACREI demand judgment against Defendant 222 Building Ltd. for compensatory damages, including lost profits, and interest thereon, the costs of bringing this action, and such additional relief as this Court deems appropriate.

COUNT 38
BREACH OF HOLDING PARTNERSHIP AGREEMENT
(SCURTIS and ACREI v. 148 BUILDING. LTD.)

545. Scurtis and ACREI reallege all prior paragraphs above.

546. Scurtis and ACREI entered into one of the Holding Partnership Agreements (the “148 Building Ltd. Holding Partnership Agreement”) with 148 Building Ltd., pursuant to which Scurtis and ACREI are entitled to a share of the net profits in the 148 Building Ltd.

547. Scurtis and ACREI do not have possession or control of the 148 Building Ltd. Holding Partnership Agreement, because the 148 Building Ltd. Holding Partnership Agreement is in the sole and exclusive possession of 148 Building Ltd.

548. Scurtis and ACREI will receive the 148 Building Ltd. Holding Partnership Agreement through discovery.

549. Upon information and belief, 148 Building Ltd. realized net profits.

550. As a result of realizing net profits, 148 Building Ltd. was obligated to distribute the agreed upon net profits accruing to Scurtis and ACREI. However, 148 Building Ltd. did not pay Scurtis his partner share nor did 148 Building Ltd. pay its general partner, ACREI, its share.

551. 148 Building Ltd. breached the 148 Building Ltd. Holding Partnership Agreement by failing to pay Scurtis and ACREI their agreed upon portion of the net profits realized by 148 Building Ltd.

552. Scurtis and ACREI have therefore suffered substantial damages, including, without limitation, lost profits, as a direct result of 148 Building Ltd.’s breach of the 148 Building Ltd. Holding Partnership Agreement.

553. All conditions precedent to the bringing of this action have been performed, have occurred, or have been waived.

WHEREFORE, Plaintiff Scurtis and ACREI demand judgment against Defendant 148 Building Ltd. for compensatory damages, including lost profits, and interest thereon, the costs of bringing this action, and such additional relief as this Court deems appropriate.

COUNT 39
BREACH OF HOLDING PARTNERSHIP AGREEMENT
(SCURTIS and ACREI v. 551-5 BUILDING. LTD.)

554. Scurtis and ACREI reallege all prior paragraphs above.

555. Scurtis and ACREI entered into one of the Holding Partnership Agreements (the “551-5 Building Ltd. Holding Partnership Agreement”) with 551-5 Building Ltd., pursuant to which Scurtis and ACREI are entitled to a share of the net profits in the 551-5 Building Ltd.

556. Scurtis and ACREI do not have possession or control of the 551-5 Building Ltd. Holding Partnership Agreement, because the 551-5 Building Ltd. Holding Partnership Agreement is in the sole and exclusive possession of 551-5 Building Ltd.

557. Scurtis and ACREI will receive the 551-5 Building Ltd. Holding Partnership Agreement through discovery.

558. Upon information and belief, 551-5 Building Ltd. realized net profits.

559. As a result of realizing net profits, 551-5 Building Ltd. was obligated to distribute the agreed upon net profits accruing to Scurtis and ACREI. However, 551-5 Building Ltd. did not pay Scurtis his partner share nor did 551-5 Building Ltd. pay its general partner, ACREI, its share.

560. 551-5 Building Ltd. breached the 551-5 Building Ltd. Holding Partnership Agreement by failing to pay Scurtis and ACREI their agreed upon portion of the net profits realized by 551-5 Building Ltd.

561. Scurtis and ACREI have therefore suffered substantial damages, including, without limitation, lost profits, as a direct result of 551-5 Building Ltd.’s breach of the 551-5 Building Ltd. Holding Partnership Agreement.

562. All conditions precedent to the bringing of this action have been performed, have occurred, or have been waived.

WHEREFORE, Plaintiff Scurtis and ACREI demand judgment against Defendant 551-5 Building Ltd. for compensatory damages, including lost profits, and interest thereon, the costs of bringing this action, and such additional relief as this Court deems appropriate.

COUNT 40
BREACH OF HOLDING PARTNERSHIP AGREEMENT
(SCURTIS and ACREI v. 236 BUILDING. LTD.)

563. Scurtis and ACREI reallege all prior paragraphs above.

564. Scurtis and ACREI entered into one of the Holding Partnership Agreements (the “236 Building Ltd. Holding Partnership Agreement”) with 236 Building Ltd., pursuant to which Scurtis and ACREI are entitled to a share of the net profits in the 236 Building Ltd.

565. Scurtis and ACREI do not have possession or control of the 236 Building Ltd. Holding Partnership Agreement, because the 236 Building Ltd. Holding Partnership Agreement is in the sole and exclusive possession of 236 Building Ltd.

566. Scurtis and ACREI will receive the 236 Building Ltd. Holding Partnership Agreement through discovery.

567. Upon information and belief, 236 Building Ltd. realized net profits.

568. As a result of realizing net profits, 236 Building Ltd. was obligated to distribute the agreed upon net profits accruing to Scurtis and ACREI. However, 236 Building Ltd. did not pay Scurtis his partner share nor did 236 Building Ltd. pay its general partner, ACREI, its share.

569. 236 Building Ltd. breached the 236 Building Ltd. Holding Partnership Agreement by failing to pay Scurtis and ACREI their agreed upon portion of the net profits realized by 236 Building Ltd.

570. Scurtis and ACREI have therefore suffered substantial damages, including, without limitation, lost profits, as a direct result of 236 Building Ltd.'s breach of the 236 Building Ltd. Holding Partnership Agreement.

571. All conditions precedent to the bringing of this action have been performed, have occurred, or have been waived.

WHEREFORE, Plaintiff Scurtis and ACREI demand judgment against Defendant 236 Building Ltd. for compensatory damages, including lost profits, and interest thereon, the costs of bringing this action, and such additional relief as this Court deems appropriate.

COUNT 41
BREACH OF HOLDING PARTNERSHIP AGREEMENT
(SCURTIS and ACREI v. 410 BUILDING. LTD.)

572. Scurtis and ACREI reallege all prior paragraphs above.

573. Scurtis and ACREI entered into one of the Holding Partnership Agreements (the "410 Building Ltd. Holding Partnership Agreement") with 410 Building Ltd., pursuant to which Scurtis and ACREI are entitled to a share of the net profits in the 410 Building Ltd.

574. Scurtis and ACREI do not have possession or control of the 410 Building Ltd. Holding Partnership Agreement, because the 410 Building Ltd. Holding Partnership Agreement is in the sole and exclusive possession of 410 Building Ltd.

575. Scurtis and ACREI will receive the 410 Building Ltd. Holding Partnership Agreement through discovery.

576. Upon information and belief, 410 Building Ltd. realized net profits.

577. As a result of realizing net profits, 410 Building Ltd. was obligated to distribute the agreed upon net profits accruing to Scurtis and ACREI. However, 410 Building Ltd. did not pay Scurtis his partner share nor did 410 Building Ltd. pay its general partner, ACREI, its share.

578. 410 Building Ltd. breached the 410 Building Ltd. Holding Partnership Agreement by failing to pay Scurtis and ACREI their agreed upon portion of the net profits realized by 410 Building Ltd.

579. Scurtis and ACREI have therefore suffered substantial damages, including, without limitation, lost profits, as a direct result of 410 Building Ltd.'s breach of the 410 Building Ltd. Holding Partnership Agreement.

580. All conditions precedent to the bringing of this action have been performed, have occurred, or have been waived.

WHEREFORE, Plaintiff Scurtis and ACREI demand judgment against Defendant 410 Building Ltd. for compensatory damages, including lost profits, and interest thereon, the costs of bringing this action, and such additional relief as this Court deems appropriate.

COUNT 42

BREACH OF HOLDING PARTNERSHIP AGREEMENT
(SCURTIS and ACREI v. YVES HOUSE PROPERTIES. LTD.)

581. Scurtis and ACREI reallege all prior paragraphs above.

582. Scurtis and ACREI entered into one of the Holding Partnership Agreements (the "Yves House Properties, Ltd. Holding Partnership Agreement") with Yves House Properties, Ltd., pursuant to which Scurtis and ACREI are entitled to a share of the net profits in the Yves House Properties, Ltd.

583. Scurtis and ACREI do not have possession or control of the Yves House Properties, Ltd. Holding Partnership Agreement, because the Yves House Properties, Ltd. Holding Partnership Agreement is in the sole and exclusive possession of Yves House Properties, Ltd.

584. Scurtis and ACREI will receive the Yves House Properties, Ltd. Holding Partnership Agreement through discovery.

585. Upon information and belief, Yves House Properties, Ltd. realized net profits.

586. As a result of realizing net profits, Yves House Properties, Ltd. was obligated to distribute the agreed upon net profits accruing to Scurtis and ACREI. However, Yves House Properties, Ltd. did not pay Scurtis his partner share nor did Yves House Properties, Ltd. pay its general partner, ACREI, its share.

587. Yves House Properties, Ltd. breached the Yves House Properties, Ltd. Holding Partnership Agreement by failing to pay Scurtis and ACREI their agreed upon portion of the net profits realized by Yves House Properties, Ltd.

588. Scurtis and ACREI have therefore suffered substantial damages, including, without limitation, lost profits, as a direct result of Yves House Properties, Ltd.'s breach of the Yves House Properties, Ltd. Holding Partnership Agreement.

589. All conditions precedent to the bringing of this action have been performed, have occurred, or have been waived.

WHEREFORE, Plaintiff Scurtis and ACREI demand judgment against Defendant Yves House Properties, Ltd. for compensatory damages, including lost profits, and interest thereon, the costs of bringing this action, and such additional relief as this Court deems appropriate.

COUNT 43

BREACH OF HOLDING PARTNERSHIP AGREEMENT

(SCURTIS and ACREI v. 1800 ROCKLEDGE PLAZA, LTD.)

590. Scurtis and ACREI reallege all prior paragraphs above.

591. Scurtis and ACREI entered into one of the Holding Partnership Agreements (the "1800 Rockledge Plaza, Ltd. Holding Partnership Agreement") with 1800 Rockledge Plaza, Ltd., pursuant to which Scurtis and ACREI are entitled to a share of the net profits in the 1800 Rockledge Plaza, Ltd.

592. Scurtis and ACREI do not have possession or control of the 1800 Rockledge Plaza, Ltd. Holding Partnership Agreement, because the 1800 Rockledge Plaza, Ltd. Holding Partnership Agreement is in the sole and exclusive possession of 1800 Rockledge Plaza, Ltd.

593. Scurtis and ACREI will receive the 1800 Rockledge Plaza, Ltd. Holding Partnership Agreement through discovery.

594. Upon information and belief, 1800 Rockledge Plaza, Ltd. realized net profits.

595. As a result of realizing net profits, 1800 Rockledge Plaza, Ltd. was obligated to distribute the agreed upon net profits accruing to Scurtis and ACREI. However, 1800 Rockledge Plaza, Ltd. did not pay Scurtis his partner share nor did 1800 Rockledge Plaza, Ltd. pay its general partner, ACREI, its share.

596. 1800 Rockledge Plaza, Ltd. breached the 1800 Rockledge Plaza, Ltd. Holding Partnership Agreement by failing to pay Scurtis and ACREI their agreed upon portion of the net profits realized by 1800 Rockledge Plaza, Ltd.

597. Scurtis and ACREI have therefore suffered substantial damages, including, without limitation, lost profits, as a direct result of 1800 Rockledge Plaza, Ltd.'s breach of the 1800 Rockledge Plaza, Ltd. Holding Partnership Agreement.

598. All conditions precedent to the bringing of this action have been performed, have occurred, or have been waived.

WHEREFORE, Plaintiff Scurtis and ACREI demand judgment against Defendant 1800 Rockledge Plaza, Ltd. for compensatory damages, including lost profits, and interest thereon, the costs of bringing this action, and such additional relief as this Court deems appropriate.

COUNT 44

BREACH OF HOLDING PARTNERSHIP AGREEMENT

(SCURTIS and ACREI v. NEWPORT PROPERTY VENTURES, LTD.)

599. Scurtis and ACREI reallege all prior paragraphs above.

600. Scurtis and ACREI entered into one of the Holding Partnership Agreements (the “NPV Holding Partnership Agreement”) (attached as Ex. 4) with NPV, pursuant to which Scurtis and ACREI are entitled to a 4.9995% share of the net profits in NPV.

601. Upon information and belief, NPV realized net profits.

602. As a result of realizing net profits, NPV was obligated to distribute the agreed upon net profits accruing to Scurtis and ACREI. However, NPV. did not pay Scurtis his partner share nor did NPV pay its general partner, ACREI, its share.

603. NPV breached the NPV Holding Partnership Agreement by failing to pay Scurtis and ACREI their agreed upon portion of the net profits realized by NPV.

604. Scurtis and ACREI have therefore suffered substantial damages, including, without limitation, lost profits, as a direct result of NPV’s breach of the NPV Holding Partnership Agreement.

605. All conditions precedent to the bringing of this action have been performed, have occurred, or have been waived.

WHEREFORE, Plaintiff Scurtis and ACREI demand judgment against Defendant NPV for compensatory damages, including lost profits, and interest thereon, the costs of bringing this action, and such additional relief as this Court deems appropriate.

COUNT 45

BREACH OF HOLDING PARTNERSHIP AGREEMENT

(SCURTIS and ACREI v. 1950 BUILDING. LTD.)

606. Scurtis and ACREI reallege all prior paragraphs above.

607. Scurtis and ACREI entered into one of the Holding Partnership Agreements (the “1950 Building Ltd. Holding Partnership Agreement”) with 1950 Building Ltd., pursuant to which Scurtis and ACREI are entitled to a share of the net profits in the 1950 Building Ltd.

608. Scurtis and ACREI do not have possession or control of the 1950 Building Ltd. Holding Partnership Agreement, because the 1950 Building Ltd. Holding Partnership Agreement is in the sole and exclusive possession of 1950 Building Ltd.

609. Scurtis and ACREI will receive the 1950 Building Ltd. Holding Partnership Agreement through discovery.

610. Upon information and belief, 1950 Building Ltd. realized net profits.

611. As a result of realizing net profits, 1950 Building Ltd. was obligated to distribute the agreed upon net profits accruing to Scurtis and ACREI. However, 1950 Building Ltd. did not pay Scurtis his partner share nor did 1950 Building Ltd. pay its general partner, ACREI, its share.

612. 236 Building Ltd. breached the 1950 Building Ltd. Holding Partnership Agreement by failing to pay Scurtis and ACREI their agreed upon portion of the net profits realized by 1950 Building Ltd.

613. Scurtis and ACREI have therefore suffered substantial damages, including, without limitation, lost profits, as a direct result of 1950 Building Ltd.’s breach of the 1950 Building Ltd. Holding Partnership Agreement.

614. All conditions precedent to the bringing of this action have been performed, have occurred, or have been waived.

WHEREFORE, Plaintiff Scurtis and ACREI demand judgment against Defendant 1950 Building Ltd. for compensatory damages, including lost profits, and interest thereon, the costs of bringing this action, and such additional relief as this Court deems appropriate.

COUNT 46
BREACH OF HOLDING PARTNERSHIP AGREEMENT
(SCURTIS and ACREI v. 219 BUILDING. LTD.)

615. Scurtis and ACREI reallege all prior paragraphs above.

616. Scurtis and ACREI entered into one of the Holding Partnership Agreements (the “219 Building Ltd. Holding Partnership Agreement”) with 219 Building Ltd., pursuant to which Scurtis and ACREI are entitled to a share of the net profits in the 219 Building Ltd.

617. Scurtis and ACREI do not have possession or control of the 219 Building Ltd. Holding Partnership Agreement, because the 219 Building Ltd. Holding Partnership Agreement is in the sole and exclusive possession of 219 Building Ltd.

618. Scurtis and ACREI will receive the 219 Building Ltd. Holding Partnership Agreement through discovery.

619. Upon information and belief, 219 Building Ltd. realized net profits.

620. As a result of realizing net profits, 219 Building Ltd. was obligated to distribute the agreed upon net profits accruing to Scurtis and ACREI. However, 219 Building Ltd. did not pay Scurtis his partner share nor did 219 Building Ltd. pay its general partner, ACREI, its share.

621. 219 Building Ltd. breached the 219 Building Ltd. Holding Partnership Agreement by failing to pay Scurtis and ACREI their agreed upon portion of the net profits realized by 219 Building Ltd.

622. Scurtis and ACREI have therefore suffered substantial damages, including, without limitation, lost profits, as a direct result of 219 Building Ltd.’s breach of the 219 Building Ltd. Holding Partnership Agreement.

623. All conditions precedent to the bringing of this action have been performed, have occurred, or have been waived.

WHEREFORE, Plaintiff Scurtis and ACREI demand judgment against Defendant 219 Building Ltd. for compensatory damages, including lost profits, and interest thereon, the costs of bringing this action, and such additional relief as this Court deems appropriate.

COUNT 47
BREACH OF HOLDING PARTNERSHIP AGREEMENT
(SCURTIS and ACREI v. 448 BUILDING. LTD.)

624. Scurtis and ACREI reallege all prior paragraphs above.

625. Scurtis and ACREI entered into one of the Holding Partnership Agreements (the “448 Building Ltd. Holding Partnership Agreement”) with 448 Building Ltd., pursuant to which Scurtis and ACREI are entitled to a share of the net profits in the 448 Building Ltd.

626. Scurtis and ACREI do not have possession or control of the 448 Building Ltd. Holding Partnership Agreement, because the 448 Building Ltd. Holding Partnership Agreement is in the sole and exclusive possession of 448 Building Ltd.

627. Scurtis and ACREI will receive the 448 Building Ltd. Holding Partnership Agreement through discovery.

628. Upon information and belief, 448 Building Ltd. realized net profits.

629. As a result of realizing net profits, 448 Building Ltd. was obligated to distribute the agreed upon net profits accruing to Scurtis and ACREI. However, 448 Building Ltd. did not pay Scurtis his partner share nor did 448 Building Ltd. pay its general partner, ACREI, its share.

630. 448 Building Ltd. breached the 448 Building Ltd. Holding Partnership Agreement by failing to pay Scurtis and ACREI their agreed upon portion of the net profits realized by 448 Building Ltd.

631. Scurtis and ACREI have therefore suffered substantial damages, including, without limitation, lost profits, as a direct result of 448 Building Ltd.'s breach of the 448 Building Ltd. Holding Partnership Agreement.

632. All conditions precedent to the bringing of this action have been performed, have occurred, or have been waived.

WHEREFORE, Plaintiff Scurtis and ACREI demand judgment against Defendant 448 Building Ltd. for compensatory damages, including lost profits, and interest thereon, the costs of bringing this action, and such additional relief as this Court deems appropriate.

COUNT 48
BREACH OF HOLDING PARTNERSHIP AGREEMENT
(SCURTIS and ACREI v. 3615 THOMAS. LTD.)

633. Scurtis and ACREI reallege all prior paragraphs above.

634. Scurtis and ACREI entered into one of the Holding Partnership Agreements (the "3615 Thomas Ltd. Holding Partnership Agreement") with 3615 Thomas Ltd., pursuant to which Scurtis and ACREI are entitled to a share of the net profits in the 3615 Thomas Ltd.

635. Scurtis and ACREI do not have possession or control of the 3615 Thomas Ltd. Holding Partnership Agreement, because the 3615 Thomas Ltd. Holding Partnership Agreement is in the sole and exclusive possession of 3615 Thomas Ltd.

636. Scurtis and ACREI will receive the 3615 Thomas Ltd. Holding Partnership Agreement through discovery.

637. Upon information and belief, 3615 Thomas Ltd. realized net profits.

638. As a result of realizing net profits, 3615 Thomas Ltd. was obligated to distribute the agreed upon net profits accruing to Scurtis and ACREI. However, 3615 Thomas Ltd. did not pay Scurtis his partner share nor did 3615 Building Ltd. pay its general partner, ACREI, its share.

639. 3615 Thomas Ltd. breached the 3615 Thomas Ltd. Holding Partnership Agreement by failing to pay Scurtis and ACREI their agreed upon portion of the net profits realized by 3615 Thomas Ltd.

640. Scurtis and ACREI have therefore suffered substantial damages, including, without limitation, lost profits, as a direct result of 3615 Thomas Ltd.'s breach of the 3615 Thomas Ltd. Holding Partnership Agreement.

641. All conditions precedent to the bringing of this action have been performed, have occurred, or have been waived.

WHEREFORE, Plaintiff Scurtis and ACREI demand judgment against Defendant 3615 Thomas Ltd. for compensatory damages, including lost profits, and interest thereon, the costs of bringing this action, and such additional relief as this Court deems appropriate.

COUNT 49
BREACH OF HOLDING PARTNERSHIP AGREEMENT
(SCURTIS and ACREI v. 200 BUILDING. LTD.)

642. Scurtis and ACREI reallege all prior paragraphs above.

643. Scurtis and ACREI entered into one of the Holding Partnership Agreements (the "200 Building Ltd. Holding Partnership Agreement") with 200 Building Ltd., pursuant to which Scurtis and ACREI are entitled to a share of the net profits in the 200 Building Ltd.

644. Scurtis and ACREI do not have possession or control of the 200 Building Ltd. Holding Partnership Agreement, because the 200 Building Ltd. Holding Partnership Agreement is in the sole and exclusive possession of 200 Building Ltd.

645. Scurtis and ACREI will receive the 200 Building Ltd. Holding Partnership Agreement through discovery.

646. Upon information and belief, 200 Building Ltd. realized net profits.

647. As a result of realizing net profits, 200 Building Ltd. was obligated to distribute the agreed upon net profits accruing to Scurtis and ACREI. However, 200 Building Ltd. did not pay Scurtis his partner share nor did 200 Building Ltd. pay its general partner, ACREI, its share.

648. 200 Building Ltd. breached the 200 Building Ltd. Holding Partnership Agreement by failing to pay Scurtis and ACREI their agreed upon portion of the net profits realized by 200 Building Ltd.

649. Scurtis and ACREI have therefore suffered substantial damages, including, without limitation, lost profits, as a direct result of 200 Building Ltd.'s breach of the 200 Building Ltd. Holding Partnership Agreement.

650. All conditions precedent to the bringing of this action have been performed, have occurred, or have been waived.

WHEREFORE, Plaintiff Scurtis and ACREI demand judgment against Defendant 200 Building Ltd. for compensatory damages, including lost profits, and interest thereon, the costs of bringing this action, and such additional relief as this Court deems appropriate.

COUNT 50
BREACH OF HOLDING PARTNERSHIP AGREEMENT
(SCURTIS and ACREI-III v. 5th AVE. APARTMENTS. LTD.)

651. Scurtis and ACREI-III reallege all prior paragraphs above.

652. Scurtis and ACREI-III entered into one of the Holding Partnership Agreements (the "5th Ave. Apartments, Ltd. Holding Partnership Agreement") (attached as Ex. 13) with 5th Ave. Apartments, Ltd., pursuant to which Scurtis and ACREI-III are entitled to a share of the net profits in the 5th Ave. Apartments, Ltd.

653. Upon information and belief, 5th Ave. Apartments, Ltd. realized net profits.

654. As a result of realizing net profits, 5th Ave. Apartments, Ltd. was obligated to distribute the agreed upon net profits accruing to Scurtis and ACREI-III. However, 5th Ave. Apartments, Ltd. did not pay Scurtis his partner share nor did 5th Ave. Apartments, Ltd. pay its general partner, ACREI, its share.

655. 5th Ave. Apartments, Ltd. breached the 5th Ave. Apartments, Ltd. Holding Partnership Agreement by failing to pay Scurtis and ACREI-III their agreed upon portion of the net profits realized by 5th Ave. Apartments, Ltd.

656. Scurtis and ACREI-III have therefore suffered substantial damages, including, without limitation, lost profits, as a direct result of 5th Ave. Apartments, Ltd.'s breach of the 5th Ave. Apartments, Ltd. Holding Partnership Agreement.

657. All conditions precedent to the bringing of this action have been performed, have occurred, or have been waived.

WHEREFORE, Plaintiff Scurtis and ACREI-III demand judgment against Defendant 236 Building Ltd. for compensatory damages, including lost profits, and interest thereon, the costs of bringing this action, and such additional relief as this Court deems appropriate.

COUNT 51
BREACH OF HOLDING PARTNERSHIP AGREEMENT
(SCURTIS v. NEWPORT HARBOR, LTD.)

658. Scurtis realleges all prior paragraphs above.

659. Scurtis entered into one of the Holding Partnership Agreements (the “Newport Harbor, Ltd. Holding Partnership Agreement”) (attached as Ex. 14) with Newport Harbor, Ltd., pursuant to which Scurtis is entitled to 5% of its net profits.

660. Upon information and belief, Newport Harbor, Ltd. realized net profits.

661. As a result of realizing net profits, Newport Harbor, Ltd. was obligated to distribute the agreed upon net profits accruing to Scurtis, which it did not do.

662. Newport Harbor, Ltd. breached the Newport Harbor, Ltd. Holding Partnership Agreement by failing to pay Scurtis his agreed upon portion of the net profits realized by Newport Harbor, Ltd.

663. Scurtis has suffered substantial damages, including, without limitation, lost profits, as a direct result of Newport Harbor, Ltd.'s breach of the Newport Harbor, Ltd. Holding Partnership Agreement.

664. All conditions precedent to the bringing of this action have been performed, have occurred, or have been waived.

WHEREFORE, Plaintiff Scurtis demands judgment against Defendant Newport Harbor, Ltd. for compensatory damages, including lost profits, and interest thereon, the costs of bringing this action, and such additional relief as this Court deems appropriate.

COUNT 52
BREACH OF HOLDING PARTNERSHIP AGREEMENT
(SCURTIS v. ASHLEY ACQUISITION, LTD.)

665. Scurtis realleges all prior paragraphs above.

666. Scurtis entered into one of the Holding Partnership Agreements (the "Ashley Acquisition, Ltd. Holding Partnership Agreement") (attached as Ex. 24) with Ashley Acquisition, Ltd., pursuant to which Scurtis is entitled to 5% of its net profits.

667. Upon information and belief, Ashley Acquisition, Ltd. realized net profits.

668. As a result of realizing net profits, Ashley Acquisition, Ltd. was obligated to distribute the agreed upon net profits accruing to Scurtis, which it did not do.

669. Ashley Acquisition, Ltd. breached the Ashley Acquisition, Ltd. Holding Partnership Agreement by failing to pay Scurtis his agreed upon portion of the net profits realized by Ashley Acquisition, Ltd.

670. Scurtis has suffered substantial damages, including, without limitation, lost profits, as a direct result of Ashley Acquisition Ltd.'s breach of the Ashley Acquisition, Ltd. Holding Partnership Agreement.

671. All conditions precedent to the bringing of this action have been performed, have occurred, or have been waived.

WHEREFORE, Plaintiff Scurtis demands judgment against Defendant Ashley Acquisition, Ltd., for compensatory damages, including lost profits, and interest thereon, the costs of bringing this action, and such additional relief as this Court deems appropriate.

COUNT 53
BREACH OF HOLDING PARTNERSHIP AGREEMENT
(SCURTIS v. HORIZON ACQUISITION, LTD.)

672. Scurtis realleges all prior paragraphs above.

673. Scurtis entered into one of the Holding Partnership Agreements (the "Horizon Acquisition, Ltd. Holding Partnership Agreement") (attached as Ex. 23) with Horizon Acquisition, Ltd., pursuant to which Scurtis is entitled to 5% of its net profits.

674. Upon information and belief, Horizon Acquisition, Ltd. realized net profits.

675. As a result of realizing net profits, Horizon Acquisition, Ltd. was obligated to distribute the agreed upon net profits accruing to Scurtis, which it did not do.

676. Horizon Acquisition, Ltd. breached the Horizon Acquisition, Ltd. Holding Partnership Agreement by failing to pay Scurtis his agreed upon portion of the net profits realized by Horizon Acquisition, Ltd.

677. Scurtis has suffered substantial damages, including, without limitation, lost profits, as a direct result of Horizon Acquisition, Ltd.'s breach of the Horizon Acquisition, Ltd. Holding Partnership Agreement.

678. All conditions precedent to the bringing of this action have been performed, have occurred, or have been waived.

WHEREFORE, Plaintiff, Scurtis, demands judgment against Defendant Horizon Acquisition, Ltd. for compensatory damages, including lost profits, and interest thereon, the costs of bringing this action, and such additional relief as this Court deems appropriate.

COUNT 54
BREACH OF HOLDING PARTNERSHIP AGREEMENT
(SCURTIS v. BAYBROOK I ACQUISITION, LTD.)

679. Scurtis realleges all prior paragraphs above.

680. Scurtis entered into one of the Holding Partnership Agreements (the "Baybrook I Acquisition, Ltd. Holding Partnership Agreement") (attached as Ex. 30) with Baybrook I Acquisition, Ltd., pursuant to which Scurtis is entitled to 5% of its net profits.

681. Upon information and belief, Baybrook I Acquisition, Ltd. realized net profits.

682. As a result of realizing net profits, Baybrook I Acquisition, Ltd. was obligated to distribute the agreed upon net profits accruing to Scurtis, which it did not do.

683. Baybrook I Acquisition, Ltd. breached the Baybrook I Acquisition, Ltd. Holding Partnership Agreement by failing to pay Scurtis his agreed upon portion of the net profits realized by Baybrook I Acquisition, Ltd.

684. Scurtis has suffered substantial damages, including, without limitation, lost profits, as a direct result of Baybrook I Acquisition, Ltd.'s breach of the Baybrook I Acquisition, Ltd. Holding Partnership Agreement.

685. All conditions precedent to the bringing of this action have been performed, have occurred, or have been waived.

WHEREFORE, Plaintiff Scurtis demands judgment against Defendant Baybrook I Acquisition, Ltd. for compensatory damages, including lost profits, and interest thereon, the costs of bringing this action, and such additional relief as this Court deems appropriate.

COUNT 55
BREACH OF HOLDING PARTNERSHIP AGREEMENT
(SCURTIS v. BAYBROOK II ACQUISITION, LTD.)

686. Scurtis realleges all prior paragraphs above.

687. Scurtis entered into one of the Holding Partnership Agreements (the “Baybrook II Acquisition, Ltd. Holding Partnership Agreement”) (attached as Ex. 31) with Baybrook II Acquisition, Ltd., pursuant to which Scurtis is entitled to 5% of its net profits.

688. Upon information and belief, Baybrook II Acquisition, Ltd. realized net profits.

689. As a result of realizing net profits, Baybrook II Acquisition, Ltd. was obligated to distribute the agreed upon net profits accruing to Scurtis, which it did not do.

690. Baybrook II Acquisition, Ltd. breached the Baybrook II Acquisition, Ltd. Holding Partnership Agreement by failing to pay Scurtis his agreed upon portion of the net profits realized by Baybrook II Acquisition, Ltd.

691. Scurtis has suffered substantial damages, including, without limitation, lost profits, as a direct result of Baybrook II Acquisition, Ltd.’s breach of the Baybrook II Acquisition, Ltd. Holding Partnership Agreement.

692. All conditions precedent to the bringing of this action have been performed, have occurred, or have been waived.

WHEREFORE, Plaintiff Scurtis demands judgment against Defendant Baybrook II Acquisition, Ltd. for compensatory damages, including lost profits, and interest thereon, the costs of bringing this action, and such additional relief as this Court deems appropriate.

COUNT 56
BREACH OF HOLDING PARTNERSHIP AGREEMENT
(SCURTIS v. VILLAGE SOUTH ACQUISITION, LTD.)

693. Scurtis realleges all prior paragraphs above.

694. Scurtis entered into one of the Holding Partnership Agreements (the “Village South Acquisition, Ltd. Holding Partnership Agreement”) (attached as Ex. 34) with Village South Acquisition, Ltd., pursuant to which Scurtis is entitled to 5% of its net profits.

695. Upon information and belief, Village South Acquisition, Ltd. realized net profits.

696. As a result of realizing net profits, Village South Acquisition, Ltd. was obligated to distribute the agreed upon net profits accruing to Scurtis, which it did not do.

697. Village South Acquisition, Ltd. breached the Village South Acquisition, Ltd. Holding Partnership Agreement by failing to pay Scurtis his agreed upon portion of the net profits realized by Village South Acquisition, Ltd.

698. Scurtis has suffered substantial damages, including, without limitation, lost profits, as a direct result of Village South Acquisition, Ltd.’s breach of the Village South Acquisition, Ltd. Holding Partnership Agreement.

699. All conditions precedent to the bringing of this action have been performed, have occurred, or have been waived.

WHEREFORE, Plaintiff Scurtis demands judgment against Defendant Village South Acquisition, Ltd. for compensatory damages, including lost profits, and interest thereon, the costs of bringing this action, and such additional relief as this Court deems appropriate.

COUNT 57
BREACH OF HOLDING PARTNERSHIP AGREEMENT
(SCURTIS v. WINDJAMMER ACQUISITION, LTD.)

700. Scurtis realleges all prior paragraphs above.

701. Scurtis entered into one of the Holding Partnership Agreements (the “Windjammer Acquisition, Ltd. Holding Partnership Agreement”) (attached as Ex. 33) with Windjammer Acquisition, Ltd., pursuant to which Scurtis is entitled to 5% of its net profits.

702. Upon information and belief, Windjammer Acquisition, Ltd. realized net profits.

703. As a result of realizing net profits, Windjammer Acquisition, Ltd. was obligated to distribute the agreed upon net profits accruing to Scurtis, which it did not do.

704. Windjammer Acquisition, Ltd. breached the Windjammer Acquisition, Ltd. Holding Partnership Agreement by failing to pay Scurtis his agreed upon portion of the net profits realized by Windjammer Acquisition, Ltd.

705. Scurtis has suffered substantial damages, including, without limitation, lost profits, as a direct result of Windjammer Acquisition, Ltd.’s breach of the Windjammer Acquisition, Ltd. Holding Partnership Agreement.

706. All conditions precedent to the bringing of this action have been performed, have occurred, or have been waived.

WHEREFORE, Plaintiff Scurtis demands judgment against Defendant Windjammer Acquisition, Ltd. for compensatory damages, including lost profits, and interest thereon, the costs of bringing this action, and such additional relief as this Court deems appropriate.

COUNT 58
BREACH OF HOLDING PARTNERSHIP AGREEMENT
(SCURTIS v. NEWPORT PROPERTY CONSTRUCTION, LTD.)

707. Scurtis realleges all prior paragraphs above.

708. Scurtis entered into one of the Holding Partnership Agreements (the “Newport Property Construction, Ltd. Holding Partnership Agreement”) with Newport Property Construction, Ltd., pursuant to which Scurtis is entitled to a share of its net profits.

709. Scurtis does not have possession or control of the Newport Property Construction, Ltd. Holding Partnership Agreement, because the Newport Property Construction, Ltd. Holding Partnership Agreement is in the sole and exclusive possession of Newport Property Construction, Ltd.

710. Scurtis will receive the Newport Property Construction, Ltd. Holding Partnership Agreement through discovery.

711. Upon information and belief, Newport Property Construction, Ltd. realized net profits.

712. As a result of realizing net profits, Newport Property Construction, Ltd. was obligated to distribute the agreed upon net profits accruing to Scurtis, which it did not do.

713. Newport Property Construction, Ltd. breached the Newport Property Construction, Ltd. Holding Partnership Agreement by failing to pay Scurtis his agreed upon portion of the net profits realized by Newport Property Construction, Ltd.

714. Scurtis has suffered substantial damages, including, without limitation, lost profits, as a direct result of Newport Property Construction, Ltd.’s breach of the Newport Property Construction, Ltd. Holding Partnership Agreement.

715. All conditions precedent to the bringing of this action have been performed, have occurred, or have been waived.

WHEREFORE, Plaintiff Scurtis demands judgment against Defendant Newport Property Construction, Ltd. for compensatory damages, including lost profits, and interest thereon, the costs of bringing this action, and such additional relief as this Court deems appropriate.

COUNT 59
BREACH OF HOLDING PARTNERSHIP AGREEMENT
(SCURTIS v. ST. THOMAS ACQUISITION, L.P.)

716. Scurtis realleges all prior paragraphs above.

717. Scurtis entered into one of the Holding Partnership Agreements (the St. Thomas Acquisition, L.P. Holding Partnership Agreement”) (attached as Ex. 36) with St. Thomas Acquisition, L.P. pursuant to which Scurtis is entitled to 5% of its net profits.

718. Upon information and belief, St. Thomas Acquisition, L.P. realized net profits.

719. As a result of realizing net profits, St. Thomas Acquisition, L.P. was obligated to distribute the agreed upon net profits accruing to Scurtis, which it did not do.

720. St. Thomas Acquisition, L.P. breached the St. Thomas Acquisition, L.P. Holding Partnership Agreement by failing to pay Scurtis his agreed upon portion of the net profits realized by St. Thomas Acquisition, L.P.

721. Scurtis has suffered substantial damages, including, without limitation, lost profits, as a direct result of St. Thomas Acquisition, L.P.’s breach of the St. Thomas Acquisition, L.P. Holding Partnership Agreement.

722. All conditions precedent to the bringing of this action have been performed, have occurred, or have been waived.

WHEREFORE, Plaintiff Scurtis demands judgment against Defendant St. Thomas Acquisition, L.P. for compensatory damages, including lost profits, and interest thereon, the costs of bringing this action, and such additional relief as this Court deems appropriate.

DEMAND FOR JURY TRIAL

The Plaintiffs demand trial by jury on all counts and issues triable by jury as a matter of right.

Dated: January 8, 2021

Respectfully Submitted,

ROCHE CYRULNIK FREEDMAN LLP

/s/ Katherine Eskovitz

Katherine Eskovitz, Esq. (PHV)
California Bar No. 255105
1158 26th Street, Suite 175
Santa Monica, CA 90403
Email: keskovitz@rcflfp.com

Nathan Holcomb, Esq. (PHV)
New York Bar No. 4492419
Eric Rosen, Esq. (PHV forthcoming)
New York Bar No. 4412326
Daniel Stone, Esq. (PHV)
New York Bar No. 5527023
Jolie Huang, Esq. (PHV)
New York Bar No. 5691597
99 Park Ave. Suite 1910
New York, NY 10016
Tel: (646) 350-0527
Email: nholcomb@rcflfp.com
Email: erosen@rcflfp.com
Email: dstone@rcflfp.com
Email: jhuang@rcflfp.com

Colleen Smeryage, Esq.
Florida Bar No. 100023
200 S Biscayne Blvd
Suite 5500
Miami, FL 33131
Tel: (305) 971-5943
Email: csmeryage@rcflfp.com

Counsel for Plaintiffs

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on January 8, 2021, a true and correct copy of the foregoing was filed via the Florida E-Portal and served *via* e-mail upon:

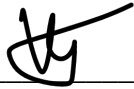
John C. Lukacs, Esq.
75 Valencia Avenue, Suite 600
Coral Gables, FL 33134
jcl@jclpalaw.com
nb@jclpalaw.com
pleadings@jclpalaw.com
Attorneys for Defendants

/s/ Colleen L. Smeryage
Colleen L. Smeryage

VERIFICATION
Pursuant to Fla. Stat. § 92.525

Under penalties of perjury, I, Constantine Scurtis, declare that I have read the foregoing Complaint and that the facts stated in it are true.

Executed on January 8, 2021



Constantine Scurtis