

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
BROWARD DIVISION**

CASE NO. 17-cv-61019

ARTURO RUBINSTEIN, individually,
FAB ROCK INVESTMENTS, LLC,
a Nevada limited liability company,
and OCEANSIDE MILE, LLC, a
Florida limited liability company

Plaintiffs,

v.

THE KESHET INTER VIVOS TRUST,
YORAM YEHUDA, individually,
SHARONA YEHUDA, individually,
KARIN YEHUDA, individually, THE
MAYO GROUP, LLC, a Florida limited
liability company, MAZLIACH A/K/A
“BUBU” GAMLIEL, individually,
EYAL GAMLIEL, individually, YORAM
ELIYAHU, individually, BRIDGE TO
THE FUTURE, LLC, a Florida limited
liability company, MIKE SEDAGHATI,
individually, ORIT MAIMON, individually,
STONEGATE BANK, a Florida for-profit
corporation, BNH IV HM TRI, LLC, a
Florida limited liability company, and 1159
HILLSBORO MILE, LLC, a Florida limited
liability company

Defendants.

**SECOND AMENDED COMPLAINT FOR DAMAGES
AND DEMAND FOR JURY TRIAL**

Plaintiffs ARTURO RUBINSTEIN, FAB ROCK INVESTMENTS LLC and
OCEANSIDE MILE LLC, by and through the undersigned counsel, hereby file their Second
Amended Complaint for Damages against THE KESHET INTER VIVOS TRUST, YORAM

COLE, SCOTT & KISSANE, P.A.

ESPERANTE BUILDING - 222 LAKEVIEW AVENUE, SUITE 120 - WEST PALM BEACH, FLORIDA 33401 (561) 383-9200 - (561) 683-8977 FAX

YEHUDA, SHARONA YEHUDA, KARIN YEHUDA, THE MAYO GROUP, LLC, MAZLIACH A/K/A “BUBU” GAMLIEL, EYAL GAMLIEL, YORAMELIYAHU, BRIDGE TO THE FUTURE, LLC, MIKE SEDAGHATI, ORIT MAIMON, STONEGATE BANK, BNH IV HM TRI, LLC, and 1159 HILLSBORO MILE, LLC, and demand a trial by jury based on the following allegations:

JURISDICTION AND VENUE

1. This Court has subject matter jurisdiction over the instant action pursuant to 18 U.S.C. § 1964.
2. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1391(b)(2) because the property that is the subject of the instant action is situated in this judicial district.

PARTIES

3. Plaintiff ARTURO RUBINSTEIN (“RUBINSTEIN”) is and was, at all times material hereto, an individual residing in Los Angeles, California. RUBINSTEIN is the managing member of FAB ROCK INVESTMENTS LLC and OCEANSIDE MILE LLC.
4. FAB ROCK INVESTMENTS LLC (“FAB ROCK”) is and was, at all times material hereto, a Nevada limited liability company with its principal address at 20800 Dearborn Street, Chatsworth, California, 91311.
5. OCEANSIDE MILE LLC (“OCEANSIDE”) is and was, at all times material hereto, a Florida limited liability company with its principal address at 1159 Hillsboro Mile, Hillsboro Beach, Florida, 33062.
6. The KESHET INTER VIVOS TRUST (“KESHET”) is managed by Defendant SHARONA YEHUDA, who is residing in Los Angeles, California.

7. Defendant YORAM YEHUDA (“YORAM”) is and was, at all times material hereto, an individual residing in Los Angeles, California.

8. Defendant SHARONA YEHUDA (“SHARONA”) is and was, at all times material hereto, an individual residing in Los Angeles, California.

9. Defendant KARIN YEHUDA (“KARIN”) is and was, at all times material hereto, an individual residing in Los Angeles, California, and was the authorized representative and manager of FABROCK ONE LLC, a Florida limited liability company that has been dissolved.

10. Defendant THE MAYO GROUP, LLC (“MAYO”) is and was, at all times material hereto, a Florida limited liability company with its principal address at 48 South Service Road, Suite 404, Melville, New York 11747.

11. Defendant MAZLIACH A/K/A “BUBU” GAMLIEL (“BUBU”) is and was, at all times material hereto, an individual residing in Los Angeles, California.

12. Defendant EYAL GAMLIEL (“EYAL”) is and was, at all times material hereto, an individual residing in Los Angeles, California.

13. Defendant YORAM ELIYAHU (“ELIYAHU”) is and was, at all times material hereto, an individual residing in Melville, New York.

14. Defendant BRIDGE TO THE FUTURE, LLC (“BRIDGE”) is and was, at all times material hereto, a Florida limited liability company with its principal address at 135 Oceana Drive E, PH1C, Brooklyn, New York 11235.

15. Defendant MIKE SEDAGHATI (“SEDAGHATI”) is and was, at all times material hereto, an individual residing in Brooklyn, New York.

16. Defendant ORIT MAIMON (“MAIMON”) is and was, at all times material hereto, an individual residing in Los Angeles, California.

17. Defendant STONEGATE BANK (“STONEGATE”) is and was, at all times material hereto, a Florida for-profit corporation with its principal address at 400 North Federal Highway, Pompano Beach, Florida 33062.

18. Defendant BNH IV HM TRI, LLC (“BNH”) is and was, at all times material hereto, a Florida limited liability company with its principal address at 21500 Biscayne Boulevard, Suite 302, Aventura, Florida 33180.

19. Defendant 1159 HILLSBORO MILE, LLC (“HILLSBORO”) is and was, at all times material hereto, a Florida limited liability company with its principal address at 21500 Biscayne Boulevard, Suite 302, Aventura, Florida 33180.

FACTS COMMON TO ALL COUNTS

20. On or around February 1, 2007 YORAM and SHARONA entered into the Operating Agreement of Oceanside Mile, LLC (“Operating Agreement”) for the purpose of purchasing, renovating, and operating the Seabonay Beach Resort (the “Hotel”) located at 1159 Hillsboro Mile, Pompano Beach, Florida. See **Exhibit A**, attached hereto.

21. Subsequent to entering into the Operating Agreement, YORAM and SHARONA transferred their interests to KESHET. Additionally, in order to raise the money needed to purchase the Hotel, OCEANSIDE’s equity was sold to MAYO, MAIMON, and BRIDGE. OCEANSIDE’s membership interests were divided so that KESHET maintained 50.5%, MAYO maintained 33%, and MAIMON and BRIDGE each maintained 8.25%. See **Exhibit B**, attached hereto.

22. In order to purchase, renovate, and operate the Hotel, OCEANSIDE received a loan for approximately \$6.5 million from Sun America Bank, which loan was later assigned to First Citizens Bank (the “First Citizens Loan”). The First Citizens Loan was secured by a mortgage

against the Hotel and the property surrounding and beneath the Hotel, which was included with the purchase of the Hotel.

23. Despite several extensions of the First Citizens Loan, the maturity date of October 20, 2013 was approaching, and OCEANSIDE did not have the ability to pay it off. OCEANSIDE was not able to refinance the loan because YORAM and SHARONA, who had guaranteed the First Citizens Loan, no longer qualified as guarantors due to poor credit and prior bankruptcies.

24. After several failed attempts to raise the needed funds from the existing members of OCEANSIDE, in or around September of 2013, YORAM and SHARONA turned to their friend and business associate RUBINSTEIN. They offered RUBINSTEIN KESHET'S 50.5% interest in OCEANSIDE in return for RUBINSTEIN'S promise to use his good credit to personally guarantee a new loan, which would release YORAM and SHARONA from their multi-million dollar guaranties. YORAM and SHARONA also requested that they be retained as managers of the Hotel.

25. RUBINSTEIN agreed to the proposal made by YORAM and SHARONA. The parties' understanding and agreement was oral (the "Oral Agreement"), and was not reduced to writing.

26. In accordance with the Oral Agreement, FAB ROCK, KESHET, and all of the other members of OCEANSIDE (MAYO, MAIMON and BRIDGE) executed an Assignment of LLC Interest (the "Assignment"), transferring KESHET'S 50.5% interest in OCEANSIDE to FAB ROCK, which is an entity owned by RUBINSTEIN. The Assignment further provided that FAB ROCK "shall also be Managing Member¹ of [OCEANSIDE] upon execution of this Assignment."

¹ The Operating Agreement presented to and relied upon Plaintiffs at all material times, which is attached hereto as Exhibit A, reflects that OCEANSIDE is a member-managed limited liability company.

See **Exhibit C**, attached hereto. In connection with the Assignment, YORAM and SHARONA also executed an Amendment to OCEANSIDE's Operating Agreement (the "Amendment"), which identified FAB ROCK as the new owner of KESHET's 50.5% interest. See **Exhibit D**, attached hereto. Upon information and belief, although the Assignment and Amendment are dated as of January of 2012, they were actually executed in or around September of 2013.

27. On October 17, 2013, three days before the First Citizens Loan matured, OCEANSIDE, through its managing member FAB ROCK, filed a voluntary Chapter 11 Bankruptcy in the Central District of California, Case No.: 2:13-bk-35286-BR (the "Oceanside Bankruptcy"). See **Exhibit E**, attached hereto.

28. On October 30, 2013, First Citizens filed a lawsuit against KESHET, YORAM and SHARONA in Broward County Circuit Court, Case No. CACE-13-024202, for breach of their guaranties (the "First Citizens Lawsuit"), through which First Citizens sought damages in excess of \$6.2 million.

29. During the pendency of the Oceanside Bankruptcy, FAB ROCK executed many bankruptcy-related documents as OCEANSIDE's managing member. FAB ROCK also paid \$237,000.00 for OCEANSIDE's bankruptcy counsel, Creim Macias Koenig & Frey LLP. See **Exhibit F**, attached hereto.

30. In or around October of 2014, OCEANSIDE received an offer of refinancing from STONEGATE. The amount that STONEGATE would agree to lend, however, was \$1 million less than the amount due to First Citizens. Consequently, the First Citizens Loan was paid down by \$1 million, with FAB ROCK contributing \$500,000, MAYO contributing \$333,500 and OCEANSIDE contributing \$166,500. See **Exhibit G**, attached hereto.

31. When RUBINSTEIN initially agreed to take an assignment of KESHET's 50.5% interest in OCEANSIDE, he understood that his obligations were limited to: (a) personally guarantying OCEANSIDE's new loan from a bank; and (b) allowing YORAM and SHARONA to manage the Hotel. Nonetheless, with the hope that the Hotel would eventually emerge from bankruptcy and become a profitable investment, RUBINSTEIN agreed to pay down the First Citizens loan by \$500,000.00, which he did through FAB ROCK. He also personally guaranteed the STONEGATE loan. See **Exhibit H** and **Exhibit I**, attached hereto.

32. On or about October 30, 2014, OCEANSIDE executed a promissory note wherein STONEGATE provided a loan of \$5,202,000.00 (the "Stonegate Loan"). See **Exhibit J**, attached hereto. The Stonegate Loan proceeds were used to pay off the First Citizens Loan. After the First Citizens Loan was paid off, First Citizens dismissed its lawsuit against KESHET, YORAM and SHARONA.

33. OCEANSIDE dismissed its bankruptcy case on January 28, 2015. See **Exhibit K**, attached hereto.

34. Because of RUBINSTEIN's assistance, OCEANSIDE, and its members, avoided the loss of their Hotel through foreclosure, and KESHET, YORAM and SHARONA avoided a multi-million dollar liability to First Citizens on their guaranties.

35. Despite same, KESHET, YORAM and SHARONA then began taking steps to attempt to steal FAB ROCK's membership interest in OCEANSIDE.

36. First, on or about August 17, 2015, YORAM and SHARONA created Fabrock One, LLC, a Florida limited liability company, and set KARIN, YORAM's and SHARONA's daughter, to be the manager. See **Exhibit L**, attached hereto.

37. Then, SHARONA emailed OCEANSIDE's accountant and informed him that "the mailing address and tax id for Fab Rock has changed." SHARONA stated that the new address was 1159 Hillsboro Mile (*i.e.*, the address of the Hotel that SHARONA managed), and also stated that the new tax ID number for FAB ROCK was 36-4816136. See **Exhibit M**, attached hereto. In fact, tax ID number 36-4816136 belonged to Fabrock One, not FAB ROCK.

38. SHARONA did not have FAB ROCK's permission to change FAB ROCK's address or tax ID number. Nonetheless, SHARONA fed OCEANSIDE's accountant false information so that he would file a tax return with Fab Rock One's information in place of FAB ROCK's, and in fact he did so through the United States mail. See **Composite Exhibit N** (2012 and 2013 K-1 forms showing FAB ROCK's correct address and tax ID number; and the 2014 K-1 showing Fab Rock One's address and tax ID number in place of FAB ROCK's).

39. Upon information and belief, this action was taken to substitute Fabrock One for FAB ROCK as the 50.5% owner of OCEANSIDE in an effort to defraud third parties, so that it appeared as if FAB ROCK was conducting and involved in OCEANSIDE's affairs, when in reality, it was merely Fabrock One purporting to be FAB ROCK.

40. To further create the appearance of RUBINSTEIN and/or FAB ROCK's disassociation with OCEANSIDE, SHARONA and YORAM, upon information and belief, falsely made, altered, forged or counterfeited several Annual Reports and other official documentation by United States mail. The Annual Reports and other official documentation contained false, fictitious, or fraudulent statements or representations, and/or made or used a false document. Specifically,

- a. On or about October 22, 2015, SHARONA and YORAM filed an Amended Annual Report for OCEANSIDE via United States mail wherein

SHARONA fraudulently made herself the registered agent of OCEANSIDE. See **Exhibit O**, attached hereto.

- b. On or about November 24, 2015, SHARONA and YORAM filed an Amended Annual Report for OCEANSIDE via United States mail wherein SHARONA fraudulently made herself the managing member of OCEANSIDE. See **Exhibit P**, attached hereto. Notably, this was filed before KESHET purports to have “exercised its option” to take back the 50.5% interest in OCEANSIDE on December 10, 2015. See **Exhibit Q**, attached hereto.
- c. On or about February 9, 2016, SHARONA and YORAM filed a 2016 Annual Report for OCEANSIDE via United States mail wherein SHARONA fraudulently made herself the registered agent and managing member of OCEANSIDE. See **Exhibit R**, attached hereto.
- d. On or about January 13, 2017, SHARONA and YORAM filed a 2017 Annual Report for OCEANSIDE via United States mail wherein SHARONA yet again fraudulently made herself the registered agent and managing member of OCEANSIDE. See **Exhibit S**, attached hereto.
- e. On or about April 26, 2017, SHARONA and YORAM filed Articles of Amendment to the Articles of Organization for OCEANSIDE via United States mail wherein they fraudulently purported that the managing member had changed from YORAM to SHARONA. See **Exhibit T**, attached hereto.

41. In mid-November of 2015, RUBINSTEIN received notice that OCEANSIDE had defaulted on its October, 2015 mortgage payment to STONEGATE. This led to an in-person

meeting on November 18, 2015 among RUBINSTEIN, his counsel Ray Asher, Esq. (“Asher”), EYAL and BUBU.

42. At this meeting, RUBINSTEIN, Asher, EYAL and BUBU discussed various topics relating to the operation of the Hotel, including the termination of SHARONA and YORAM as managers of the Hotel, to which EYAL and BUBU agreed. At no point during this meeting did EYAL or BUBU indicate or suggest that FAB ROCK was no longer the manager of OCEANSIDE.

43. Sometime shortly prior to December 1, 2015, Asher was informed that SHARONA may have filed something with the Florida Secretary of State indicating that SHARONA was the managing member of OCEANSIDE. In response, Asher emailed EYAL requesting that MAYO confirm that SHARONA’s filing was not authorized by MAYO, and that FAB ROCK was the managing member of OCEANSIDE.

44. On December 3, 2015, EYAL responded to Asher stating, in relevant part, that MAYO “[has] not yet assessed what side agreements exist between [RUBINSTEIN] and Yoram/Sharona regarding management/ownership” See **Exhibit U**, attached hereto. Upon information and belief, EYAL was keeping SHARONA and YORAM apprised of his communications with Asher.

45. On December 8, 2015, and in response to further inquiries made by Asher, EYAL emailed Asher stating “[y]ou will get no further cooperation from me unless compelled by a court of law.... You are fighting with us instead of insuring that we remain on good terms. **This may well prove detrimental to your client in the long run.**” See **Exhibit V**, attached hereto (emphasis supplied).

46. By early December of 2015, YORAM and SHARONA created two documents to cement KESHET's false claim of an ownership interest in OCEANSIDE. RUBINSTEIN had no knowledge of these documents, and his signature was forged on both on behalf of FAB ROCK.

- a. The first document is called the "Agreement Re: Sale of Membership Interest and Profit Sharing" (the "Agreement"), in which KESHET agreed to assign its 50.5% interest in OCEANSIDE to FAB ROCK. See **Exhibit W**, attached hereto.
- b. The second document is called the "Modification/Amendment to the Agreement Re: Sale of Membership Interest" (the "Modification"), in which FAB ROCK purportedly granted KESHET an open and irrevocable option to reacquire the 50.5% interest for no consideration. See **Exhibit X**, attached hereto.

47. On or about June 6, 2016, OCEANSIDE demanded that YORAM and SHARONA turn over management of the Hotel to RUBINSTEIN. See **Exhibit Y**, attached hereto. YORAM and SHARONA did not comply, and continued operating the Hotel's business and affairs.

48. On June 27, 2016, and in response to RUBINSTEIN's request for OCEANSIDE's tax returns, SHARONA instructed OCEANSIDE's accountant not to provide anyone with OCEANSIDE's K-1 forms. See **Exhibit Z**, attached hereto.

49. On August 9, 2016, OCEANSIDE filed a lawsuit against YORAM, SHARONA and KESHET in the Superior Court for Los Angeles County, California, through which OCEANSIDE sought to remove YORAM and SHARONA from the operation of the Hotel (the "California Action"). See **Exhibit AA**, attached hereto.

50. On August 10, 2016, Fab Rock sent a letter to MAYO, MAIMON and BRIDGE, informing them of the California Action. See **Exhibit BB**, attached hereto.

51. On or about December 7, 2016, SHARONA, purporting to act on behalf of OCEANSIDE, executed a Commercial Contract for the sale of the Hotel. The Commercial Contract was later assigned to defendants BNH and HILLSBORO (collectively, the “Buyers”).

52. On or about December 13, 2016, YORAM and SHARONA filed a Motion to Compel Arbitration in the California Action, wherein they argued that there was a dispute as to who owned the 50.5% interest in OCEANSIDE, and that said dispute was subject to the arbitration clause in OCEANSIDE’s Operating Agreement. See **Exhibit CC**, attached hereto.

53. On February 9, 2017, OCEANSIDE filed a Motion for a Preliminary Injunction (the “Injunction Motion”) against YORAM and SHARONA in the California Action, through which OCEANSIDE sought to enjoin YORAM and SHARONA from managing the Hotel.

54. On or about February 27, 2017, YORAM and SHARONA filed an Opposition to the Injunction Motion, wherein they again argued that KESHET had exercised its option to reacquire the 50.5% interest in OCEANSIDE, and that therefore YORAM and SHARONA had the right to manage the Hotel and OCEANSIDE. In support of their Opposition, SHARONA submitted a sworn Declaration wherein she stated that she had exercised KESHET’s purported option to reacquire FAB ROCK’s 50.5% interest in OCEANSIDE. In support of her Declaration, SHARONA included the forged Agreement and Modification. See **Exhibit DD**, attached hereto. YORAM and SHARONA’s Opposition was also supported by sworn Declarations submitted by BUBU, MAIMON and SEDAGHATI, each of whom acknowledged that they were aware of the dispute as to the ownership of the 50.5% interest in OCEANSIDE, and were also aware that FAB ROCK was, at least at one point, the managing member of OCEANSIDE. See **Exhibit EE**, attached hereto. These foregoing papers were transmitted via Federal Express carrier.

55. Attached to the Declarations signed by BUBU, MAIMON and SEDAGHATI was a Consent of Members to Transfer Oceanside Mile (the “Consent”), pursuant to which MAYO, MAIMON and BRIDGE consented to the purported transfer of FAB ROCK’s 50.5% interest in OCEANSIDE to KESHET. Notably, there is no signature line for FAB ROCK. See **Exhibit FF**, attached hereto.

56. Upon information and belief, neither MAYO, MAIMON nor BRIDGE were presented with any documentation that FAB ROCK had consented to the transfer of its interest in OCEANSIDE. Neither MAYO, MAIMON nor BRIDGE inquired with FAB ROCK or RUBINSTEIN to confirm that FAB ROCK had consented to the transfer. Rather, upon information and belief, MAYO (through EYAL, BUBU and ELIYAHU), MAIMON and BRIDGE (through SEDAGHATI) conspired and agreed with YORAM and SHARONA that they would support KESHET’s false claim of ownership of OCEANSIDE because YORAM and SHARONA had delivered a buyer for the Hotel, which would allow these defendants to recoup their investments in OCEANSIDE.

57. Upon information and belief, EYAL, BUBU, ELIYAHU MAIMON and SEDAGHATI each knew at the time the Declarations were signed that OCEANSIDE was under contract to sell the Hotel. None of the Declarations, however, disclosed that material fact, which was concealed from both RUBINSTEIN and from the Court in the California Action.

58. On April 28, 2017, OCEANSIDE purportedly sold the Hotel to Buyers for \$13,500,000.00. The deed indicates that SHARONA signed on OCEANSIDE’s behalf as the “sole manager.” See **Exhibit GG**, attached hereto. In fact, the manager at the time was, and continues to be, FAB ROCK. As such, SHARONA had no authority to sign a deed on behalf of OCEANSIDE.

59. STONEGATE's loan was paid in full by the Hotel sale's proceeds. See **Exhibit HH**, attached hereto.

60. Upon information and belief, the net sales proceeds to OCEANSIDE from the sale of the Hotel was \$8,063,686.47. Upon receipt of these proceeds, KESHET, SHARONA and YORAM promptly drained OCEANSIDE's bank accounts, distributing the monies to themselves, to some of the members of OCEANSIDE, and to unrelated third parties. None of the proceeds were paid to FAB ROCK or RUBINSTEIN.

61. Buyers hired Chicago Title Insurance Company ("Chicago Title") as their agent and title insurer in connection with their acquisition of the Hotel. See **Exhibit II**, attached hereto. More particularly, Chicago Title was retained to, among other things, confirm that OCEANSIDE owned the Hotel and that SHARONA was authorized to sell the Hotel on OCEANSIDE's behalf.

62. As part of its due diligence in connection with Buyers' purchase of the Hotel, Chicago Title required the production of various documents and information by SHARONA on behalf of OCEANSIDE. See **Exhibit JJ**, attached hereto.

63. Throughout Chicago Title's work in connection with the sale and acquisition of the Hotel, Chicago Title communicated directly with YORAM and EYAL, indirectly with SHARONA and YORAM (through their attorney Steven Braverman), directly with the Buyers' officers and directors (including Jarret Freedman and Daniel Lebensohn), and indirectly with Buyers (through their attorney, William Mason, from Stearns Weaver). See **Composite Exhibit KK**, attached hereto.

64. On or about May 9, 2017, in connection with the California Action, OCEANSIDE subpoenaed Chicago Title for its entire file concerning the purchase and sale of the Hotel. See **Exhibit LL**, attached hereto.

65. The documents produced by Chicago Title in response to OCEANSIDE's Subpoena reveal that Chicago Title, the Buyers' agent, had actual knowledge that FAB ROCK or RUBINTSEIN was the manager of OCEANSIDE. Such documentation includes bankruptcy filings, the Mortgage and Security Agreement with STONEGATE, the Collateral Assignment of Leases Rents and Incomes with STONEGATE, and Annual Reports from 2014 and 2015. See **Exhibit MM**, attached hereto.

66. Additional documents further reflect that Chicago Title had actual knowledge that FAB ROCK or RUBINSTEIN was the manager of OCEANSIDE. Specifically, an e-mail from EYAL to Chicago Title states "Yoram and Sharona were managers (technically with no ownership) until 2012 when they transferred to Fab Rock, which then became the manager until today." Attached to EYAL's email was: (1) an Amendment to Operating Agreement of Oceanside Mile, LLC, which reflects both FAB ROCK's 50.5% membership interest in OCEANSIDE and RUBINSTEIN's status as manager; and (2) an Assignment of KESHET's 50.5% interest to FAB ROCK executed by all members of OCEANSIDE. See **Exhibit NN**, attached hereto.

67. Documents also reveal that the Buyers had actual knowledge of RUBINSTEIN's claims of ownership in, and management of OCEANSIDE. Specifically, documents reflect YORAM discussed RUBINSTEIN's claims with Buyers prior to the sale of the Hotel, "and no one was concerned about him." See **Exhibit OO**, attached hereto.

68. As a result of the aforementioned activity of Defendants, Plaintiffs have been irreparably harmed, and will continue to be harmed without the relief requested herein.

COUNT I: CIVIL CONSPIRACY UNDER FEDERAL RICO
18 U.S.C. § 1962(c)
(KESHET INTER VIVOS TRUST, YORAM YEHUDA and SHARONA YEHUDA)

69. Plaintiffs re-adopt and re-allege Paragraphs 1 through 68 as if set forth fully herein.

70. KESHET, YORAM and SHARONA are “persons” as defined by 18 U.S.C. § 1961(3).

71. KESHET, YORAM and SHARONA have been members of and constitute an “association-in-fact enterprise” within the meaning of 18 U.S.C. § 1961(4), and will be referred to herein collectively as the RICO Enterprise.

72. KESHET, YORAM and SHARONA violated 18 U.S.C. § 1962(c) by participating in or conducting the affairs of the RICO Enterprise, whose activities affect interstate commerce, through a pattern of racketeering.

73. Plaintiffs are persons injured in their business or property as a result of KESHET, YORAM and SHARONA’s violation of RICO as defined by 18 U.S.C. § 1964(c).

74. The RICO Enterprise was engaged in or affects interstate commerce.

75. The scheme has occurred throughout a series of predicate acts over the course of a number of years sufficient to rise to the level of a RICO enterprise.

76. KESHET, YORAM and SHARONA’s scheme is the legal and proximate cause of Plaintiffs’ damages.

77. The members of the RICO Enterprise are, and have been, joined in a common purpose, have relationships with and among each other, and have associated through time sufficient to permit those associated to pursue the enterprise’s purpose. KESHET, YORAM and SHARONA needed and depended upon the participation of each other to accomplish their common purpose, namely, stealing FAB ROCK’s investment in OCEANSIDE by selling the Hotel without FAB ROCK and/or RUBINSTEIN’s knowledge or authority and keeping the proceeds for themselves.

78. KESHET, YORAM and SHARONA have each willingly or knowingly conducted and/or participated, directly or indirectly, in the conduct of the RICO Enterprise's affairs through a "pattern of racketeering activity" over a substantial period of time from 2007 through 2017, as defined by 18 U.S.C. § § 1961(1) and 1961(5) and consisting of:

- a. Engaging in a scheme to defraud third parties and using the United States mail to execute this scheme in violation of 18 U.S.C. § 1341 as alleged in paragraphs 38, 40, and 54; and
- b. Knowingly engaging in a monetary transaction in criminally derived property that is of a value greater than \$10,000.00 and is derived from specified unlawful activity in violation of 18 U.S.C. § 1957, by selling the Hotel for \$13.5 million that was criminally derived as a result of unlawful activity outlined in paragraphs 35 – 40, 43, 46 – 48, 51, 54, 57, and 59.²

79. These acts of racketeering constitute a pattern of racketeering as defined by 18 U.S.C. § 1961(5).

80. These predicate acts were related to one another to serve KESHET, YORAM and SHARONA's common purpose, namely, stealing FAB ROCK's investment in OCEANSIDE by selling the Hotel without FAB ROCK and/or RUBINSTEIN's knowledge or authority and keeping the proceeds for themselves.

81. As a direct and proximate result of KESHET, YORAM and SHARONA's above-described actions and misconduct, RUBINSTEIN, FAB ROCK, and OCEANSIDE suffered, and continue to suffer injuries in their business and property, have further incurred significant expenses

² Previously having engaged in this kind of conduct before in connection with the sale of a hotel in West Hollywood in connection which they forged RUBINSTEIN's signature on various documents in order to steal his investment. See **Composite Exhibit PP**, attached hereto.

in bringing forth litigation to address such actions and misconduct, and are therefore entitled to recover monetary and equitable damages in connection with Defendants' actions, as well as attorneys' fees and costs pursuant to 18 U.S.C. § 1964.

WHEREFORE, Plaintiffs demand judgment against Defendants for compensatory damages, treble damages, injunctive relief, attorneys' fees and costs, plus pre-judgment interest, and for any and all other relief that this Court may deem just and proper.

COUNT II: CIVIL CONSPIRACY UNDER FLORIDA RICO
FLA. STAT. §§ 895.03(3)
(KESHET INTER VIVOS TRUST, YORAM YEHUDA and SHARONA YEHUDA)

82. Plaintiffs re-adopt and re-allege Paragraphs 1 through 68 as if set forth fully herein.

83. KESHET, YORAM and SHARONA have been members of and constitute an "association-in-fact enterprise" within the meaning of 895.02(5), and will be referred to herein collectively as the Florida RICO Enterprise.

84. KESHET, YORAM and SHARONA violated 895.03(3) by participating in or conducting the affairs of the Florida RICO Enterprise through a pattern of racketeering over a substantial period of time from 2007 through 2017.

85. The scheme has occurred throughout a series of predicate acts over the course of a number of years sufficient to rise to the level of a Florida RICO enterprise.

86. KESHET, YORAM and SHARONA's scheme is the legal and proximate cause of Plaintiffs' damages.

87. The members of the Florida RICO Enterprise are, and have been, joined in a common purpose, have relationships with and among each other, and have associated through time sufficient to permit those associated to pursue the enterprise's purpose. KESHET, YORAM and SHARONA needed and depended upon the participation of each other to accomplish their

common purpose, namely, stealing FAB ROCK's investment in OCEANSIDE by selling the Hotel without FAB ROCK and/or RUBINSTEIN's knowledge or authority and keeping the proceeds for themselves.

88. KESHET, YORAM and SHARONA have each willingly or knowingly conducted and/or participated, directly or indirectly, in the conduct of the Florida RICO Enterprise's affairs through a "pattern of racketeering activity" from 2007 through 2017, as defined by Florida Statutes §§ 895.02(7) and 895.02(8), by making false statements to obtain property in violation of Florida Statute § 817.03 outlined in paragraphs 35 – 40, 43, 46 – 48, 51, 54, 57, and 59.

89. These acts of racketeering constitute a pattern of racketeering as governed by Florida Statute § 895.02(8).

90. These predicate acts were related to one another to serve and accomplish KESHET, YORAM and SHARONA's common purpose, namely, stealing FAB ROCK's investment in OCEANSIDE by selling the Hotel without FAB ROCK and/or RUBINSTEIN's knowledge or authority and keeping the proceeds for themselves.

91. As a direct and proximate result of KESHET, YORAM and SHARONA's above-described actions and misconduct in violation of Fla. Stat. § 895.03, RUBINSTEIN, FAB ROCK, and OCEANSIDE suffered, and continue to suffer injuries in their business and property, have further incurred significant expenses in bringing forth litigation to address such actions and misconduct, and are therefore entitled to recover monetary and equitable damages in connection with Defendants' actions, as well as attorneys' fees and costs pursuant to Fla. Stat. § 772.104.

WHEREFORE, Plaintiffs demand judgment against Defendants for compensatory damages, treble damages, injunctive relief, attorneys' fees and costs, plus pre-judgment interest, and for any and all other relief that this Court may deem just and proper.

COUNT III: FRAUD
(KESHET INTER VIVOS TRUST, YORAM YEHUDA AND SHARONA YEHUDA)

92. Plaintiffs re-adopt and re-allege Paragraphs 1 through 68 as if set forth fully herein.

93. KESHET, YORAM and SHARONA represented to RUBINSTEIN that if FAB ROCK helped avoid the bankruptcy and loss of the Hotel investment, then FAB ROCK would hold a 50.5% interest in OCEANSIDE and become the managing member.

94. KESHET, YORAM and SHARONA knew this representation was false, as their true intent was to make RUBINSTEIN believe that the assignment of KESHET's 50.5% interest in OCEANSIDE was permanent, when in fact KESHET, YORAM and SHARONA intended to take the interest back after the Hotel loan was extended or refinanced (using RUBINSTEIN's guaranty).

95. In furtherance of their fraud, KESHET, YORAM AND SHARONA later created an entity – Fabrock One, LLC – and substituted it for FAB ROCK as the purported owner of the 50.5% interest.

96. In addition, KESHET, YORAM and SHARONA forged RUBINSTEIN's signature on the Agreement Re: Sale of Membership Interest and Profit Sharing and the Modification/Amendment to the Agreement Re: Sale of Membership Interest, both of which RUBINSTEIN did not sign or have knowledge thereof.

97. RUBINSTEIN and FAB ROCK acted in justifiable reliance on KESHET, YORAM and SHARONA's misrepresentation by guaranteeing the loan from STONEGATE, paying \$237,000.00 to OCEANSIDE's bankruptcy counsel in the bankruptcy proceedings, and also paying \$500,000.00 to pay down the First Citizens loan.

98. As a result of KESHET, YORAM and SHARONA's fraudulent representation, RUBINSTEIN and/or FAB ROCK were harmed and suffered injury.

WHEREFORE, Plaintiffs demand judgment against Defendants for compensatory damages, punitive damages, injunctive relief, attorneys' fees and costs, plus pre-judgment interest, and for any and all other relief that this Court may deem just and proper.

COUNT IV: UNJUST ENRICHMENT
(ORIT MAIMON)

99. Plaintiffs re-adopt and re-allege Paragraphs 1 through 68 as if set forth fully herein.

100. FAB ROCK and/or RUBINSTEIN paid approximately \$500,000.00 to pay down the First Citizens loan, a benefit conferred upon MAIMON to save OCEANSIDE from the impending bankruptcy, and therefore saving MAIMON's investment in OCEANSIDE.

101. FAB ROCK and/or RUBINSTEIN paid approximately \$237,000.00 to OCEANSIDE's bankruptcy attorneys, another benefit conferred upon MAIMON to save OCEANSIDE from the impending bankruptcy (as well as MAIMON's investment in OCEANSIDE).

102. MAIMON had knowledge of and accepted this benefit conferred upon it by FAB ROCK and/or RUBINSTEIN.

103. FAB ROCK and/or RUBINSTEIN are creditors of OCEANSIDE for the payments made toward the First Citizens loan and OCEANSIDE's bankruptcy attorneys pursuant to paragraph 11.4(b) of the OCEANSIDE Operating Agreement.

104. As creditors of OCEANSIDE, FAB ROCK and/or RUBINSTEIN are entitled to reimbursement from the payments made toward the First Citizens loan and OCEANSIDE's bankruptcy attorneys. To date, FAB ROCK and/or RUBINSTEIN have not been reimbursed.

105. By virtue of the sale of the Hotel, MAIMON has been unjustly enriched by the proceeds received in relation to the sale of the Hotel, and it would be inequitable for MAIMON to retain this benefit without paying its fair value.

WHEREFORE, Plaintiffs demand judgment against Defendants for compensatory damages, treble damages, injunctive relief, attorneys' fees and costs, plus pre-judgment interest, and for any and all other relief that this Court may deem just and proper.

COUNT V: UNJUST ENRICHMENT
(THE MAYO GROUP, LLC)

106. Plaintiffs re-adopt and re-allege Paragraphs 1 through 68 as if set forth fully herein.

107. FAB ROCK and/or RUBINSTEIN paid approximately \$500,000.00 to pay down the First Citizens loan, a benefit conferred upon MAYO to save OCEANSIDE from the impending bankruptcy, and therefore saving MAYO's investment in OCEANSIDE.

108. FAB ROCK and/or RUBINSTEIN paid approximately \$237,000.00 to OCEANSIDE's bankruptcy attorneys, another benefit conferred upon MAYO to save OCEANSIDE from the impending bankruptcy (as well as MAYO's investment in OCEANSIDE).

109. MAYO had knowledge of and accepted this benefit conferred upon it by FAB ROCK and/or RUBINSTEIN.

110. FAB ROCK and/or RUBINSTEIN are creditors of OCEANSIDE for the payments made toward the First Citizens loan and OCEANSIDE's bankruptcy attorneys pursuant to paragraph 11.4(b) of the OCEANSIDE Operating Agreement.

111. As a creditors of OCEANSIDE, FAB ROCK and/or RUBINSTEIN are entitled to reimbursement from the payments made toward the First Citizens loan and OCEANSIDE's bankruptcy attorneys. To date, FAB ROCK and/or RUBINSTEIN have not been reimbursed.

112. By virtue of the sale of the Hotel, MAYO has been unjustly enriched by the proceeds received in relation to the sale of the Hotel, and it would be inequitable for MAYO to retain this benefit without paying its fair value.

WHEREFORE, Plaintiffs demand judgment against Defendants for compensatory damages, treble damages, injunctive relief, attorneys' fees and costs, plus pre-judgment interest, and for any and all other relief that this Court may deem just and proper.

COUNT VI: UNJUST ENRICHMENT
(BRIDGE TO THE FUTURE, LLC)

113. Plaintiffs re-adopt and re-allege Paragraphs 1 through 68 as if set forth fully herein.

114. FAB ROCK and/or RUBINSTEIN paid approximately \$500,000.00 to pay down the First Citizens loan, a benefit conferred upon BRIDGE to save OCEANSIDE from the impending bankruptcy, and therefore saving BRIDGE's investment in OCEANSIDE.

115. FAB ROCK and/or RUBINSTEIN paid approximately \$237,000.00 to OCEANSIDE's bankruptcy attorneys, another benefit conferred upon BRIDGE to save OCEANSIDE from the impending bankruptcy (as well as BRIDGE's investment in OCEANSIDE).

116. BRIDGE had knowledge of and accepted this benefit conferred upon it by FAB ROCK and/or RUBINSTEIN.

117. FAB ROCK and/or RUBINSTEIN are creditors of OCEANSIDE for the payments made toward the First Citizens loan and OCEANSIDE's bankruptcy attorneys pursuant to paragraph 11.4(b) of the OCEANSIDE Operating Agreement.

118. As a creditors of OCEANSIDE, FAB ROCK and/or RUBINSTEIN are entitled to reimbursement from the payments made toward the First Citizens loan and OCEANSIDE's bankruptcy attorneys. To date, FAB ROCK and/or RUBINSTEIN have not been reimbursed.

119. By virtue of the sale of the Hotel, BRIDGE has been unjustly enriched by the proceeds received in relation to the sale of the Hotel, and it would be inequitable for BRIDGE to retain this benefit without paying its fair value.

WHEREFORE, Plaintiffs demand judgment against Defendants for compensatory damages, treble damages, injunctive relief, attorneys' fees and costs, plus pre-judgment interest, and for any and all other relief that this Court may deem just and proper.

COUNT VII: UNJUST ENRICHMENT
(KESHET INTER VIVOS TRUST)

120. Plaintiffs re-adopt and re-allege Paragraphs 1 through 68 as if set forth fully herein.

121. FAB ROCK and/or RUBINSTEIN paid approximately \$500,000.00 to pay down the First Citizens loan, a benefit conferred upon KESHET to save OCEANSIDE from the impending bankruptcy, and therefore saving KESHET's investment in OCEANSIDE.

122. FAB ROCK and/or RUBINSTEIN paid approximately \$237,000.00 to OCEANSIDE's bankruptcy attorneys, another benefit conferred upon KESHET to save OCEANSIDE from the impending bankruptcy (as well as KESHET's investment in OCEANSIDE).

123. KESHET had knowledge of and accepted this benefit conferred upon it by FAB ROCK and/or RUBINSTEIN.

124. FAB ROCK and/or RUBINSTEIN are creditors of OCEANSIDE for the payments made toward the First Citizens loan and OCEANSIDE's bankruptcy attorneys pursuant to paragraph 11.4(b) of the OCEANSIDE Operating Agreement.

125. As creditors of OCEANSIDE, FAB ROCK and/or RUBINSTEIN are entitled to reimbursement from the payments made toward the First Citizens loan and OCEANSIDE's bankruptcy attorneys. To date, FAB ROCK and/or RUBINSTEIN have not been reimbursed.

126. By virtue of the sale of the Hotel, KESHET has been unjustly enriched by the proceeds received in relation to the sale of the Hotel, and it would be inequitable for KESHET to retain this benefit without paying its fair value.

WHEREFORE, Plaintiffs demand judgment against Defendants for compensatory damages, treble damages, injunctive relief, attorneys' fees and costs, plus pre-judgment interest, and for any and all other relief that this Court may deem just and proper.

COUNT VIII: UNJUST ENRICHMENT
(SHARONA YEHUDA)

127. Plaintiffs re-adopt and re-allege Paragraphs 1 through 68 as if set forth fully herein.

128. FAB ROCK and/or RUBINSTEIN paid approximately \$500,000.00 to pay down the First Citizens loan, a benefit conferred upon SHARONA to save OCEANSIDE from the impending bankruptcy, and therefore saving SHARONA's investment in OCEANSIDE.

129. FAB ROCK and/or RUBINSTEIN paid approximately \$237,000.00 to OCEANSIDE's bankruptcy attorneys, another benefit conferred upon SHARONA to save OCEANSIDE from the impending bankruptcy (as well as SHARONA's investment in OCEANSIDE).

130. SHARONA had knowledge of and accepted this benefit conferred upon it by FAB ROCK and/or RUBINSTEIN.

131. FAB ROCK and/or RUBINSTEIN are creditors of OCEANSIDE for the payments made toward the First Citizens loan and OCEANSIDE's bankruptcy attorneys pursuant to paragraph 11.4(b) of the OCEANSIDE Operating Agreement.

132. As creditors of OCEANSIDE, FAB ROCK and/or RUBINSTEIN are entitled to reimbursement from the payments made toward the First Citizens loan and OCEANSIDE's bankruptcy attorneys. To date, FAB ROCK and/or RUBINSTEIN have not been reimbursed.

133. By virtue of the sale of the Hotel, SHARONA has been unjustly enriched by the proceeds received in relation to the sale of the Hotel, and it would be inequitable for SHARONA to retain this benefit without paying its fair value.

WHEREFORE, Plaintiffs demand judgment against Defendants for compensatory damages, treble damages, injunctive relief, attorneys' fees and costs, plus pre-judgment interest, and for any and all other relief that this Court may deem just and proper.

COUNT IX: UNJUST ENRICHMENT
(EYAL GAMLIEL)

134. Plaintiffs re-adopt and re-allege Paragraphs 1 through 68 as if set forth fully herein.

135. FAB ROCK and/or RUBINSTEIN paid approximately \$500,000.00 to pay down the First Citizens loan, a benefit conferred upon EYAL to save OCEANSIDE from the impending bankruptcy, and therefore saving EYAL's investment in OCEANSIDE.

136. FAB ROCK and/or RUBINSTEIN paid approximately \$237,000.00 to OCEANSIDE's bankruptcy attorneys, another benefit conferred upon EYAL to save OCEANSIDE from the impending bankruptcy (as well as EYAL's investment in OCEANSIDE).

137. EYAL had knowledge of and accepted this benefit conferred upon it by FAB ROCK and/or RUBINSTEIN.

138. FAB ROCK and/or RUBINSTEIN are creditors of OCEANSIDE for the payments made toward the First Citizens loan and OCEANSIDE's bankruptcy attorneys pursuant to paragraph 11.4(b) of the OCEANSIDE Operating Agreement.

139. As creditors of OCEANSIDE, FAB ROCK and/or RUBINSTEIN are entitled to reimbursement from the payments made toward the First Citizens loan and OCEANSIDE's bankruptcy attorneys. To date, FAB ROCK and/or RUBINSTEIN have not been reimbursed.

140. By virtue of the sale of the Hotel, EYAL has been unjustly enriched by the proceeds received in relation to the sale of the Hotel, and it would be inequitable for EYAL to retain this benefit without paying its fair value.

WHEREFORE, Plaintiffs demand judgment against Defendants for compensatory damages, treble damages, injunctive relief, attorneys' fees and costs, plus pre-judgment interest, and for any and all other relief that this Court may deem just and proper.

COUNT X: CONVERSION
(THE KESHET INTER VIVOS TRUST, YORAM YEHUDA, SHARONA YEHUDA,
KARIN YEHUDA, THE MAYO GROUP, LLC, MAZLIACH GAMLIEL,
EYAL GAMLIEL, YORAM ELIYAHU, BRIDGE TO THE FUTURE,
MIKE SEDAGHATI AND ORIT MAIMON)

141. Plaintiffs re-adopt and re-allege Paragraphs 1 through 68 as if set forth fully herein.
142. FAB ROCK is the rightful owner of the 50.5% interest in OCEANSIDE that is in dispute.
143. OCEANSIDE is the rightful owner of the net proceeds from the sale of the Hotel.
144. KESHET, YORAM and SHARONA knowingly and deliberately converted FAB ROCK's interest in OCEANSIDE with the intent to deprive FAB ROCK of its rights in same.
145. KESHET, YORAM and SHARONA knowingly and deliberately converted FAB ROCK's interest in OCEANSIDE for their own use, knowing said interest belonged to FAB ROCK.
146. KESHET, YORAM and SHARONA knowingly and deliberately converted OCEANSIDE's net proceeds from the sale of the Hotel in the amount of \$8,063,686.47, with the intent to deprive OCEANSIDE of its rights in same.
147. KESHET, YORAM and SHARONA knowingly and deliberately converted OCEANSIDE's net proceeds from the sale of the Hotel for their own use, knowing said proceeds belonged to OCEANSIDE.

148. KARIN, MAYO, BUBU, EYAL, ELIYAHU, BRIDGE, SEDAGHATI and MAIMON conspired and agreed with KESHET, YORAM and SHARONA to effect the conversions as alleged herein. More particularly:

- a. KARIN agreed to be the manager of Fabrock One, LLC which, upon information and belief, KARIN knew was the artifice to be used by KESHET, YORAM and SHARONA to usurp FAB ROCK's interest in, and management of OCEANSIDE;
- b. MAYO (through BUBU, EYAL and ELIYAHU), BRIDGE (through SEDAGHATI) and MAIMON agreed to assist YORAM and SHARONA in their Opposition to the Injunction Motion, and did so by offering false Declarations to the effect that KESHET had acquired FAB ROCK's interest in OCEANSIDE, while at the same time concealing from the California Court and RUBINSTEIN that the Hotel was under contract for sale; and
- c. EYAL agreed to and did assist KESHET, YORAM and SHARONA in their concealment from RUBINSTEIN of the Hotel's sale, even though EYAL was expressly informed of FAB ROCK's and RUBINSTEIN's claim of ownership and control of OCEANSIDE, and even though EYAL was acting as OCEANSIDE's attorney at the time.

149. FAB ROCK and OCEANSIDE demanded return of the converted property.

WHEREFORE, Plaintiffs demand judgment against Defendants for compensatory damages, punitive damages, injunctive relief, attorneys' fees and costs, plus pre-judgment interest, and for any and all other relief that this Court may deem just and proper.

COUNT XI: BREACH OF FIDUCIARY DUTY
(EYAL GAMLIEL)

150. Plaintiffs re-adopt and re-allege Paragraphs 1 through 68 as if set forth fully herein.

151. At all times relevant hereto, EYAL served as an attorney for OCEANSIDE, and owed OCEANSIDE and its members a fiduciary duty of loyalty. See **Exhibit QQ**, attached hereto.

152. EYAL breached his fiduciary duty of loyalty to both OCEANSIDE and its managing member FAB ROCK by, among other things, concealing from FAB ROCK the sale of the Hotel by KESHET, YORAM and SHARONA.

153. Upon information and belief, EYAL concealed the sale of the Hotel from FAB ROCK in deference to EYAL's interest in MAYO, which stood to gain financially if the sale of the Hotel went through.

154. EYAL further communicated confidential matters relating to OCEANSIDE to non-members YORAM and SHARONA.

155. EYAL's breach of his fiduciary duty was the direct and proximate cause of OCEANSIDE, FAB ROCK, and RUBINSTEIN's injuries and resulting damages.

WHEREFORE, Plaintiffs demand judgment against Defendants for compensatory damages, punitive damages, injunctive relief, attorneys' fees and costs, plus pre-judgment interest, and for any and all other relief that this Court may deem just and proper..

COUNT XII: RESCISSION OF THE SALE OF THE HOTEL
(BNH IV HM TRI, LLC, 1159 HILLSBORO MILE, LLC, THE KESHET INTER VIVOS TRUST, YORAM YEHUDA, SHARONA YEHUDA, THE MAYO GROUP, LLC, MAZLIACH GAMLIEL, EYAL GAMLIEL, YORAM ELIYAHU, BRIDGE TO THE FUTURE, LLC, MIKE SEDAGHATI, ORIT MAIMON AND STONEGATE BANK)

156. Plaintiffs re-adopt and re-allege Paragraphs 1 through 68 as if set forth fully herein.

157. Plaintiffs seek rescission in equity.

158. On or about April 28, 2017, SHARONA signed and delivered to Buyers an instrument in writing (the “Deed”) transferring OCEANSIDE’s interest in real property, *i.e.*, the Hotel. See **Exhibit JJ**, attached hereto.

159. At the time SHARONA signed and delivered the Deed, she was not a member of OCEANSIDE, and OCEANSIDE was not a member-managed company. See **Exhibit QQ**, attached hereto.

160. At the time SHARONA signed and delivered the Deed, she was not the manager of OCEANSIDE. See **Exhibit QQ**, attached hereto. Although the records of the Florida Secretary of State reflected that SHARONA was the manager of OCEANSIDE at the time SHARONA signed and delivered the Deed, those records were the result of fraudulent filings by SHARONA without the authorization of OCEANSIDE or its true manager, FAB ROCK and/or RUBINSTEIN.

161. Chicago Title had actual knowledge that SHARONA lacked authority to sign and deliver the Deed as outlined in paragraphs 64 – 66 above. See **Exhibit PP and Exhibit QQ**, attached hereto.

162. Prior to the sale of the Hotel, the Buyers had actual knowledge that RUBINSTEIN was challenging SHARONA’s authority to sign and deliver the Deed as outlined in paragraph 67 above. See **Exhibit OO**, attached hereto.

163. SHARONA had no authority to sign the Deed or effectuate the sale of the Hotel, as she was neither a member nor a manager of OCEANSIDE.

164. The sale could not have been valid unless a manager or member of OCEANSIDE conveyed the title of the Hotel.

165. As SHARONA was neither a member nor a manager of OCEANSIDE, and did not have the authority to convey the title on behalf of OCEANSIDE, the Deed was void and the sale of the Hotel was invalid and illegal, warranting rescission.

166. STONEGATE's loan was paid in full by the Hotel sale proceeds. As a result of the rescission, STONEGATE will be required to return the proceeds to facilitate full restitution to BNH and HILLSBORO.

167. On information and belief, the net proceeds of the sale paid to OCEANSIDE have been distributed to KESHET, YORAM, SHARONA, MAYO, BUBU, EYAL, ELIYAHU, BRIDGE, SEDAGHATI and/or MAIMON. As a result of the rescission, KESHET, YORAM, SHARONA, MAYO, BUBU, EYAL, ELIYAHU, BRIDGE, SEDAGHATI and/or MAIMON will be required to return the proceeds to facilitate full restitution to BNH and HILLSBORO.

WHEREFORE, Plaintiffs demand judgment against Defendants declaring the deed to be rescinded, compensatory damages, treble damages, injunctive relief, attorneys' fees and costs, plus pre-judgment interest, and for any and all other relief that this Court may deem just and proper.

COUNT XIII: QUIET TITLE
(BNH IV HM TRI, LLC AND 1159 HILLSBORO MILE, LLC)

168. Plaintiffs re-adopt and re-allege Paragraphs 1 through 68 as if set forth fully herein.

169. OCEANSIDE is the owner and title holder of the Hotel and subject property.

170. BNH and HILLSBORO have clouded OCEANSIDE's title to the Hotel and subject property by wrongfully being in possession of the Hotel and subject property.

171. The cloud on OCEANSIDE's title is invalid as the Deed transferred to BNH and HILLSBORO is void, thereby making BNH and HILLSBORO's claim to the title invalid.

WHEREFORE, Plaintiffs demand judgment against Defendants' interest as a cloud on OCEANSIDE's title, compensatory damages, treble damages, injunctive relief, attorneys' fees and

costs, plus pre-judgment interest, and for any and all other relief that this Court may deem just and proper.

PLAINTIFFS' JURY DEMAND

Plaintiffs, ARTURO RUBINSTEIN, FAB ROCK INVESTMENTS LLC and OCEANSIDE MILE LLC, demand try by jury on all issues so triable.

Respectfully submitted,

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CERTIFICATE OF SERVICE

WE H EREBY CERTIFY that on this 11th day of July, 2018, we electronically filed the foregoing document with the Clerk of Court using CM/ECF. We also certify that the foregoing document is being served this day on all counsel of record or pro se parties identified on the attached Service List in the manner specified, either via transmission of Notices of Electronic Filing generated by CM/ECF or in some other authorized manner for those counsel or parties who are not authorized to receive electronically Notices of Electronic Filing.

By: /s/ Ilana J. Moskowitz
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