

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

GV NBV LLC, a
Delaware limited liability company

Plaintiff,

v.

6345 JV LLC, a Delaware limited Liability
Company

6345 MANAGER LLC, a Delaware limited
Liability company,
and MICHAEL STERN, an individual

Defendants.

COMPLEX BUSINESS DIVISION

CASE NO.:

COMPLAINT

PARTIES

1. Plaintiff GV NBV LLC, is a Delaware limited liability company (“Plaintiff” or “GV NBV”) with economic interests lying in Miami-Dade County, Florida.

2. Defendant Michael Zev Stern (“Stern”) is a resident of and conducts systemic and not isolated commercial activity in Miami-Dade County, Florida. Stern is also the ultimate beneficial and legal owner of 6345 Manager LLC, which in turn serves as the manager of 6345 JV LLC.

3. 6345 JV LLC is a Delaware limited liability company (“6345 JV”) with economic interests in Miami-Dade County, Florida, where it also conducts systemic, routine and not isolated commercial activities.

4. 6345 Manager LLC is a Delaware limited liability company (“6345 Manager”) with economic interests in Miami-Dade County, Florida, where it also conducts systemic, routine and

not isolated commercial activities. 6345 Manager serves as the manager of 6345 JV, and both 6345 Manager and 6345 JV are Stern's mere instrumentalities and alter-egos.

JURISDICTION AND VENUE

5. This Court has jurisdiction over Defendant Stern because he is a resident of Miami-Dade County, Florida¹. Likewise, Venue for claims against Stern are also appropriate in Miami-Dade County, Florida because he resides in this forum.

6. The Court has jurisdiction over Defendant 6345 JV because it maintains its principal office in Miami-Dade County, Florida.

7. The Court has jurisdiction over Defendant 6345 Manager because it maintains its principal office in Miami-Dade County, Florida. Defendant 6345 Manager is, upon information and belief, wholly owned, directly or indirectly, by Stern, and for all intents and purposes, lacks any distinction therefrom.

8. This is an action for damages in excess of \$750,000.00 exclusive of interest, court costs and reasonable attorneys' fees together with equitable and injunctive relief. Separately, this Court has jurisdiction pursuant to Florida Securities and Investor Protection Act Section 517.211, and venue lies in this forum because the acts and omissions otherwise giving rise to the instant causes of action occurred in Miami-Dade County, the actions accrued in Miami-Dade County, Florida, payment is due in Miami-Dade County, Florida, and the underlying property at issue here, certain condominium units and other interests in the Casablanca Project, lie in this County as well.

¹ 6070 North Bay Road, Miami Beach, Florida, 33140.

SUMMARY OF ALLEGATIONS

9. This case arises from a deliberate and calculated fraud perpetrated by Defendant Stern and his controlled, 6345 JV and 6345 Manager (collectively, the “Defendants”). Defendants executed a scheme to induce Plaintiff GV NBV to invest \$2,500,000 in a real estate development project located at 6345 Collins Avenue, Miami Beach, Florida (the “Casablanca Project”) through brazen misrepresentations, fabricated or improperly modified documents, and concealment of material facts. Stern’s conduct was not accidental — it was intentional, systematic and designed to strip Plaintiff of its rights while enriching Stern at Plaintiff’s expense. Stern’s representations about the Casablanca Project’s value, safety, and profitability were false. Likewise, Stern’s omissions were strategic and designed to further mislead Plaintiff into, yet another scam conjured up by Stern. This was fraud, and otherwise legally wrong, plain and simple.

10. Defendants’ misconduct violates the Florida Securities and Investor Protection Act, for which GV NBV seeks declaratory, injunctive, and monetary relief, including compensatory, special, and consequential damages, jointly and severally against all Defendants, with pre- and post-judgment interest and any further relief the Court deems just and proper

11. The scheme began in or about May or June 2024, when Stern approached GV NBV and its principal with an investment opportunity in the Casablanca Project. Stern represented, among other things, that the investment would be a “quick flip” and a “no lose” proposition for GV NBV. These statements led GV NBV to invest \$2,000,000 in the Casablanca Project and when it came time for Stern to back up his representation about this being a safe investment for GV NBV, Stern eventually provided GV NBV with what he claimed was a valuation from a third party, indicating the value of the land on which the Casablanca Project was located was valued at between \$210,000,000 and \$276,000,000. This meant that if GV NBV invested in the Casablanca Project,

which Stern represented would only cost \$150,000,000 to acquire, GV NBV would see a substantial return on its investment by becoming a member of 6345 JV, LLC, regardless of whether Stern's and the other Defendants' efforts to develop the real estate into condominium units and other interests ultimately proved successful. After receiving this document, GV NBV invested an additional \$500,000 into the Casablanca Project.

12. In reality, however, the so-called third-party valuation that Stern provided to GV NBV was a sham and turned out to have been created by W.C., the Director of Development at JDS Development, a company that, on information and belief, Stern controls as the primary developer of its real estate projects. Indeed, virtually all the material representations that Stern made to GV NBV about the Casablanca Project turned out to be materially false and misleading. For example, Stern has refused to supply GV NBV with a membership certificate or any other document showing GV NBV's investment in 6345 JV. Instead, he is falsely claiming that GV Development Group LLC, not GV NBV invested, in 6345 Manager, which correspondence and documents show is patently false. If allowed, this would dilute the value of GV NBV's investment because 6345 Manager has only an 87.5% stake in 6345 JV, meaning that, at best, Plaintiff's \$2,500,000 investment is really only worth \$2,187,500.00.

13. Perhaps more shocking than the false and misleading statements Stern made to GV NBV to lure it into this investment and the lulling statements he has made since then to keep GV NBV from getting out, are all the facts that Stern concealed from GV NBV about his background, which – had GV NBV known about them – it would have never invested with him or 6345 JV in the first place. Specifically, Stern concealed that he had an extensive history of defrauding his investors and forcing them to pursue legal actions like this one just to get their money back. To make matters worse, Stern also hid that he had a long history of artificially prolonging those legal

battles through abusive and deceptive litigation tactics, which any reasonable investor like GV NBV would have wanted to know when deciding whether to invest with Stern or any entity that he controls.

14. As a result of this conduct, Defendants have violated Sections 517.301 and 517.211 of Florida's Securities and Investor Protection Act ("FSIPA"). Accordingly, Plaintiff GV NBV LLC seeks declaratory, injunctive, and monetary relief, including compensatory damages, special damages and consequential damages, jointly and severally, against all Defendants, as well as all pre-judgment and post-judgment interest thereon, and such further relief as this Court deems just and proper under the FSIPA and otherwise afforded by operation of law.

THE FRAUD

The Casablanca Project: The Pitch, the Pressure, the Lies

15. In or about May or June 2024, Stern aggressively pitched the Casablanca Project to Plaintiff GV NBV LLC as a "no brainer" and a "no-lose" investment. These were lies. Stern, and his agents, used inflated numbers, woefully insufficient and engineered financial models and projects detached from reality, and then created false sense of urgency to force rapid capital infusions by Plaintiff GV NBV LLC. In time, the plan fell apart like all of Stern's house of cards.

16. According to Stern, investors were needed in the Casablanca Project to acquire a sufficient number of condominium units in the project's existing condominium regime, which allow the project to terminate the condominium and construct a new luxury project in its place. Stern claimed he had a clear path to terminate the regime and rebuild a luxury project, touting artificially low acquisition and construction costs and an effortless "quick sale" to other developers with a purported minimum \$50,000,000 upside.

17. Stern advised, as he had on other investments, he was looking for an investor to fund the project's equity needs so he could kick off the initial phase of the plan to acquire a sufficient number of condominiums to gain control over the condominium association, then search out equity or development partners, or sell the project to well seeded developers for a significant gain.

18. When Stern approached GV NBV LLC about investing in the Casablanca Project, he represented to GV NBV LLC that the project only had only two other investors, Stern² and S.D. Stern offered GV NBV LLC the opportunity to become the third investor.

19. Between in or about June 2024 and early to mid-2025 Stern and W.C., the Director of Development at JDS Development, provided GV NBV LLC with specifics about the Casablanca Project and how GV NBV LLC could invest in the project. These communications took place during in-person meetings, over email communications and over the telephone.

20. In these communications, Stern and W.C. represented to GV NBV LLC that it could invest in the Casablanca Project by purchasing a membership interest in the investment vehicle that Stern and S.D. formed to make their investment in the project, an entity named 6345 JV LLC.

21. According to Stern and W.C., GV NBV LLC's interest in 6345 JV LLC would be commensurate with the amount of money it invested. In other words, if GV NBV LLC's investment in 6345 JV LLC represented 50% of the total funds invested by all three investors (GV NBV, Stern and S.D.) then GV NBV LLC would have a 50% interest in 6345 JV LLC.

22. All of the discussions contemplated that Stern would be running day-to-day operations, in part in conjunction with S.D. In other words, GV NBV LLC would, with respect to

² Plaintiff is also concerned that Stern may have also syndicated or otherwise allowed others to participate in the Casablanca Project without adequate disclosure or approval.

general operations, be a passive investor in the Casablanca Project. Plaintiff invested in 6345 JV LLC with the expectation that it would receive a return based solely on the efforts of Defendants. That is, it would have no role in the day-to-day operations of 6345 JV LLC or the Casablanca Project. Instead, Stern would manage the day-to-day operations of 6345 JV LLC through his investment vehicles, 6345 Manager Member LLC and 6345 Manager LLC and 6345 MS Member LLC.

23. In or about June and July 2024, Stern and W.C. pressured GV NBV LLC to make its first investment of \$2,000,000 quickly so that it would have the capital needed to fund its overall operations, including the closings on several condominium units. Stern and W.C. represented to GV NBV LLC that an investment in 6345 JV LLC was a “no lose” proposition.

24. On or about July 2, 2024, GV NBV LLC invested \$2,000,000 in 6345 JV LLC under the terms Stern and W.C. had represented but before any operating or membership agreement was completed. GV NBV LLC caused the \$2,000,000 to be transferred to 6345 JV LCC via interstate wire.

25. On March 20, 2025, GV NBV LLC invested an additional \$500,000 in 6345 JV LLC under the terms Stern and W.C. had represented but before the LLC membership agreement was completed. GV NBV LLC caused the \$500,000 to be transferred to 6345 JV LCC via interstate wire.

Skygate Growth Strategies and JDS Development

26. At all times material hereto, Stern was the promoter of several real estate development projects, those in New York City and Miami, Florida. While not exhaustive, his promotions are memorialized through his investment platform, Skygate Growth Strategies (“Skygate”) which appears to include projects that GV NBV LLC affiliates have also invested.

27. According to SEC filings on EDGAR, Skygate operates out of 20900 NE 30th Avenue, Ste 510 in Miami, Florida and lists Stern as its executive officer and director. It also identifies its industry group as “investing”

28. Skygate holds itself out as a “private investment vehicle providing accredited investors with exclusive access to premier real estate projects developed by JDS Development, a firm behind some of the most iconic and high-performing real estate assets in the U.S.” Skygate promotes its investments as paying up to 8 percent in annual distributions and having strong projected internal rates of return as high as 32 percent over a 4-year horizon.

29. Skygate offers investors “passive income & growth” and says that investors can earn monthly distributions while investments appreciate. Skygate also claims to have an “exit” strategy so that investors can realize returns through the “sale of completed, income-producing assets.”

30. Skygate further claims to have “a proven track record of iconic developments” and points to other property developments in Miami and New York City as evidence of this track record.

31. Skygate, an entity Stern controls, uses JDS Development, another entity Stern controls, as its primary developer. W.C. is a high-level director at JDS Development.

The Fabrications, Bad Acts and Omissions

32. Stern and W.C. made materially false and misleading statements to Plaintiff and concealed critical facts. Stern claimed that he was looking for short term liquidity in the project to buoy it while his looming windfall from other investments (including the Brooklyn Tower) were materializing. Stern, and the projections and other data supplied by W.C. corroborated Stern’s

statements concerning a quick sale scenario and tens of millions of dollars in profit in the very near term.

33. In the Spring and early summer 2024, shortly before GV NBV LLC invested \$2 million in 6345 JV LLC, Stern represented that he was expecting a large windfall from other projects that were close to completion, including the Brooklyn Tower in Brooklyn, New York, and that he had adequate liquidity through existing networks in the capital and debt markets to satisfy the capital needs of the Casablanca Project. Given the amount of money needed to see either investment pathway through, this was a critical and material aspect of GV NBV LLC's decision to invest in the Casablanca Project.

34. Nevertheless, and to address Plaintiff's concerns about the more conservative investment path, a quick sale, Stern assured GV NBV LLC that even if the development activity never happened, the value of the land acquired for the Casablanca Project was worth at least \$50,000,000 more than its targeted acquisition cost of \$150,000,000. When viewed in context of return on equity, the quick sale scenario would still result in a significant windfall for the investors without having to endure the risks associated with a new construction development project.

35. In February 2025, shortly before GV NBV LLC invested an additional \$500,000 in 6345 JV LLC, Stern and W.C. continued to represent to GV NBV LLC that the land value far exceeded the acquisition cost. Stern provided GV NBV with what he claimed was a valuation report from a third party, indicating the value of the land on which the Casablanca Project was located was valued at between \$210,000,000 and \$276,000,000.

36. In reality, however, the so-called third-party valuation that Stern provided to GV NBV was a sham and turned out to have been created by W.C., the Director of Development and agent of JDS Development, a company that Stern controls.

37. Stern and W.C. represented to GV NBV LLC that, in exchange for investing in 6345 JV LLC, it would receive a membership interest in the 6345 JV LLC and its interest would be commensurate with the amount of money it invested compared to Stern and S.D. Contrary to this material representation, the Defendants have refused to give GV NBV LLC a membership agreement or membership interest in 6345 JV LLC. Instead, on or about September 16, 2025, Stern sent GV NBV LLC a K-1 for the 2024 tax year, which specified that GV DEVELOPMENT GROUP LLC, who made no investment with respect to the Casablanca Project, held a membership interest in 6345 Manager, LLC, not 6345 JV LLC.

Stern's Concealed Background and Pattern of Abuse

38. In addition to making these materially false and misleading representations to GV NBV LLC, and engaging in these deceptive acts, Defendants also omitted and concealed material information relating to Stern's background that any reasonable investor would have found important when making an investment decision.

39. Stern concealed a history of fraud, forgery³, and litigation abuse—facts any reasonable investor would deem material. He has been repeatedly accused of misappropriating investor money, forging signatures, withholding records, stonewalling discovery, and manipulating projects to extract personal fees while investors are wiped out. Courts have sanctioned Stern, imposed bonds to deter further misconduct, and described his record as a “cacophony of alleged and apparent sins.”

40. Specifically, that by his early twenties, Stern had been accused and convicted of forgery and fraud. His former wife accused him of forging her name on loan and title documents

³ <https://jdspulse.com/wp-content/uploads/2025/06/RosettStarr-Report-2016-0325.pdf>

concerning her home. He was convicted and sentenced to six months imprisonment for forging vehicle identification numbers and title paperwork.⁴

41. Defendants also concealed the fact that Stern has been sued repeatedly for misappropriating investors' money and keeping them in the dark after promising partnership and profit. Moreover, Stern has sought to avoid responsibility for this conduct by resorting to abusive litigation tactics, which courts have determined included refusing to honor discovery obligations, even under court order. As a result, courts have sanctioned Stern and one has described Stern's documented history of misconduct and litigation abuse as a "whole cacophony of alleged and apparent sins."⁵

Stern's History of Defrauding Investors

a. Ambase Corp. v. Michael Stern⁶

42. In 2016, Ambase Corp. sued Stern for his misconduct relating to the Steinway Tower project on Billionaire's Row in Manhattan. According to the operative complaint, Ambase invested \$56 million for a 59% equity stake in the joint venture. Stern, however, went behind Ambase's back and negotiated a "strict foreclosure" with the project's secured investors which wiped out all equity investments.

43. Despite wiping out Ambase's entire \$56 million investment in the project, Stern is alleged to have protected his personal financial interests by staying on the project as the developer and construction manager in exchange for millions more in fees. The result: Stern fleeced his investors and lavishly rewarded himself.

⁴ Case No. 0204375300 in Fairfax County, Virginia.

⁵ *Largo 613 Baltic Street Partners, LLC v. Stern*, No. 2022-01355 (N.Y. 1st Dep't), Transcript of Trial Court Hearing (Mar. 15, 2022) at A68.

⁶ Index No. 652301/2016 in the Supreme Court of New York.

44. Ambase's lawsuit seeks hundreds of millions of dollars⁷ under theories of fraud, breach of contract, an "unlawful scheme" to artificially inflate construction costs, and violations of the joint venture agreement stemming from Stern's refusal to provide transparent books and records and manipulation of the project budget to favor Stern. The case is set for trial at the end of 2026.

b. *Baltic Fourth LLC v. Stern*⁸ and *Westermann Sheehy Samann & Gillespie v. Stern*⁹

45. In 2018, Baltic Fourth LLC, an equity investor and co-developer of a real estate project known as "613 Baltic" in Brooklyn, New York, sued Stern for misconduct relating to the project. Baltic Fourth alleged that Stern forged its principal's signature on documents to secure a construction loan and to take control of the joint venture. The forged documents waived Baltic Fourth's principal's economic and approval rights and transferred the joint venture's membership interest in the property owner to a different entity without the principal's knowledge or consent.

 Secretariat

2 August 20

Table 1: Summary of Plaintiffs' Losses Including Pre-Judgement Interest Based on But-For Value of Plaintiffs' Equity Interest in the Project

| 30 August 2017 valuation date | Low Range Values | | High Range Values | |
|------------------------------------|------------------|----------------|-------------------|--|
| | | | US\$ | |
| But-For Value of Plaintiffs' Stake | \$ 95,130,312 | \$ 132,465,336 | | |
| Total Interest | \$ 59,266,184 | \$ 82,525,904 | | |
| Total Damages | \$ 154,396,497 | \$ 214,991,240 | | |
| 5 October 2017 valuation date | Low Range Values | | High Range Values | |
| | | | US\$ | |
| But-For Value of Plaintiffs' Stake | \$ 96,297,185 | \$ 134,114,984 | | |
| Total Interest | \$ 59,150,546 | \$ 82,380,129 | | |
| Total Damages | \$ 155,447,730 | \$ 216,495,113 | | |

7

⁸ Index No. 654881/2018 in the Supreme Court of New York.

⁹ Index No. 655097/2025 in the Supreme Court of New York.

Baltic Fourth also alleged that Stern diverted loan proceeds, fabricated a capital call rollback, withheld \$14 million in distributions, inflated expenses to divert \$7.6 million in fees and payroll expenses, and concealed financial records.

46. As a result of Stern's refusal to comply with his discovery obligations and court orders, the court imposed a \$1 million bond on Stern to ensure future compliance and good faith litigation and to deter further delays. The court stated on the record that it had "lost patience" with Stern and did not "believe that [Stern was] conducting this case in good faith."

47. The court granted summary judgment to Baltic Fourth, ruling that Baltic Fourth was entitled to the \$14 million in distributions that Stern had improperly withheld. The court also found that Stern had forged Baltic Fourth principal's signature on the loan and assignment documents.

48. Stern settled the case for \$6 million while his appeal of the summary judgment was pending. Stern personally guaranteed the \$6 million settlement, which was to be paid in installments through July 2025.

49. Stern defaulted on the settlement payments, resulting in the filing of yet another lawsuit to enforce the settlement agreement. That lawsuit to enforce the settlement agreement was dismissed after the parties privately resolved their dispute.

c. *MDEV10, LLC v. JDS Monad Terrace LLC*¹⁰

50. In 2021, investors in the Monad Tower project on West Avenue in Miami Beach sued Stern, alleging that Stern induced a \$10 million investment in the project and then siphoned the funds to other Stern affiliates in violation of the operating agreements. The investors allege

¹⁰ Index No. 656554/2021 in the Supreme Court of New York.

that as part of this scheme, Stern falsified records, fabricated capital contributions, and withheld financial reports, leaving investors with no distributions despite the project's success.

51. In the course of the litigation, Stern's entities converted thousands of electronic records into disorganized hard copy documents to obstruct the investors' discovery efforts. The court granted a preliminary injunction requiring Stern to provide the information in electronic format as maintained in the ordinary course of business.

d. Largo First Avenue, LLC v. Stern¹¹

52. In 2023, Largo First Avenue, LLC initiated arbitration against Stern based on a dispute over their joint venture in the American Copper building in New York. Largo alleged that Stern wrongfully diverted profits and fees, underpaid Largo's share in the project, and transferred assets to evade impending awards.

53. As a result of Stern's refusal to comply with discovery orders, delay, and obfuscation of the partnership's finances, the arbitrator entered an interim award under which Stern was required to post a \$4.5 million bond as interim security.

54. In the award, the arbitrators made a specific finding of fact that Stern's conduct, and his history of litigation misconduct, warranted such relief. The arbitrator held that Stern fraudulently transferred millions of dollars to an entity he controlled for no consideration.

55. After Stern failed to post the bond as required by the arbitrators, Largo moved the Supreme Court of New York to confirm the arbitration award.

56. The Supreme Court of New York granted Largo interim relief in aid of arbitration in the form of a \$4.5 million bond, an injunction preventing "Michael Stern . . . and all those

¹¹ Presented as an action before the AAA, Case No. 1-23-0004-1050, and certain proceedings to confirm interim awards under Index No. 511958/2024 in the Supreme Court of New York.

acting in concert with each of them . . . from making, causing, or allowing transfers which in any way impair the parties in this special proceeding from causing the Bond to be posted,” and attaching Stern’s assets to thwart Stern’s efforts to dissipate assets and his refusal to comply with orders to provide information. Largo’s petition to confirm the award remains pending.

e. *Hawthorne Finance Holdings LLC v. JDS Development Group*¹²

57. Hawthorne Finance Holdings LLC maintained and managed a private aircraft for Stern and his executives. In 2024, Hawthorne sued Stern after Stern refused to pay for \$1.28 million worth of services after months of demands and written notice of default. Despite reaping the benefits of Hawthorne’s services, Stern simply stopped paying.

58. Hawthorne brought claims for breach of contract, unjust enrichment, and nonpayment of corporate debts.

59. The case remains pending after the court denied Stern’s motion to dismiss Hawthorne’s complaint.

f. *BNP Development LLC v. 9 Dekalb Fee Owner LLC*¹³

60. In April 2025, BNP Development sued Stern for his misconduct relating to the Brooklyn Tower project. BNP alleges it invested more than \$66 million into the project, but received nothing in return because Stern negotiated a deal with secured lenders to “strictly foreclose” or accept a “deed in-lieu of foreclosure” pursuant to which Stern transferred all of the equity in the project to the lenders but personally retained even more economic benefit.

61. BNP Development alleges that Stern negotiated a side-deal with Silverstein Capital Partners, the mezzanine and senior lender on the project. Under Stern’s sweetheart deal with

¹² Index No. 650724/2024 in the Supreme Court of New York.

¹³ Index No. 652320/2025 in the Supreme Court of New York.

Silverstein Capital Partners, Stern voluntarily conveyed all rights in interests in the project, including BNP Development's equity, and in exchange obtained a release from all personal liability under certain guarantees, profit participation, and the ability to generate significant fees as the developer and/or construction manager. In other words, Stern took in millions in fees, allowed the project to go into default, and then forfeited investors' equity in the project to secured lenders while still retaining even more economic benefit for himself.

62. Notably, Stern sought to seal and thus prevent public disclosure of BNP Development's lawsuit, including even the complaint. According to Stern, he does not want other investors to learn about his misconduct because it will "chill" his "ability to raise capital for future investments." As Stern put it in a July 2, 2025 affidavit filed with the court:

The JDS entities And the non-party JDS Entities, will be harmed by the disclosure of this information, as *it will significantly harm their existing relationships and chill their ability to raise capital for future investments.*

63. Put another way, Stern wants these records hidden from the public arena so the gravity of his misconduct and wake of financial ruin does not impede his ability to rip off more investors.

64. The court denied Stern's motion to seal BNP's complaint in its entirety, explaining that any confidential information could be "protected through redaction rather than blanket sealing."

65. Stern's motion to dismiss the complaint remains pending.

*BNP Development LLC v. JDS Principal 9DKB LLC*¹⁴

66. In a companion case, BNP Development seeks to confirm an arbitration award requiring Stern to turn over company records. BNP Development alleges that Stern refused to supply it with company records while he was negotiating the deal with Silverstein Capital Partners. And after Stern transferred all rights and interests in the project to Silverstein Capital Partners, Stern continued to rebuff BNP Development's requests for information under the contrived theory that the transfer to Silverstein Capital Partners effectively terminated the company and thereby released Stern from performing any further obligations, including the production or furnishing of records that pre-date the "termination."

67. The arbitrator found that Stern had not fulfilled his obligations under the controlling agreement and had not supplied sufficient records. Nonetheless, Stern still refused to turn over the information.

68. BNP Development then moved, through a verified petition, to have the Supreme Court of New York confirm the award and compel Stern to turn over the records. BNP's verified petition to confirm the arbitration award remains pending.

g. *PG DBK INC. v. Stern*¹⁵

69. In 2025, other investors in the Brooklyn Tower project sued Stern for Stern's wholesale mismanagement of and self-dealing in the project.

70. The investors allege that, after construction began in 2018, they grew uncomfortable with the project and Stern agreed to purchase their stake with a promissory note

¹⁴ Presented as an action before the AAA, Case No. 1-24-0008-2505, and certain proceedings to confirm awards under Index No. 655141/2025 in the Supreme Court of New York.

¹⁵ Index No. 654268/2025 in the Supreme Court of New York.

that matured in 2020. But Stern never honored the note and, in June 2024, assigned the entirety of the project to Silverstein Capital Partners. As he did with BGP Development, Stern refused to provide the investors information and acted unilaterally and in dereliction of the investors' approval rights.

71. In their verified complaint, the investors sought recovery of their \$17 million investment under theories of breach of contract, breach of fiduciary duty of loyalty, breach of fiduciary duty of care, unjust enrichment, aiding and abetting breach of fiduciary duty, breach of implied covenant of good faith and fair dealing, and an accounting. Stern's motion to dismiss the complaint is pending.

h. *Bd. Of Managers of the 514 West 24th Street Condo. v. Stern, et al*¹⁶

72. In October 2025, the board of the condominium project known as The Fitzroy brought against Stern's development vehicle, and Stern, personally, for, among other things, misrepresented the project to purchasers, failed to construct the project in accordance with applicable law, substituted lower quality building materials and systems resulting in "extreme life safety issues", concealment, improper inducement, and conversion of specially earmarked construction funds which ended up in Stern's pockets.

73. Despite the black letter fiduciary duties owed by Stern to the unit owners, including the duty of loyalty, Stern "misappropriated" "\$1 Million Dollars for the express purpose of funding repairs to, and completing the installation of, the amenities in the Condominium" to "JDS-controlled entities... to fund unrelated business ventures."

74. In apparent conformity with how he has handled funds from prior suits, Stern used funds earmarked for one project "to fund unrelated real estate ventures".

¹⁶ Index No. 656004/2025 in the Supreme Court of New York

i. Eventstar Structures Corp. v. 191 SW 12 Owner LLC¹⁷

75. In 2025, Eventstar Structure Corp. sued Stern because Stern failed to pay Eventstar for erecting the sales office for the Mercedes Benz condominium project in Brickell.

76. Eventstar alleged that despite its full performance, at a total cost of \$1,322,753.72, Stern paid only about \$500,000.

77. Stern and Eventstar entered a settlement agreement, pursuant to which Stern was to make “a series of payments” to Eventstar, the first of which was due on August 22, 2025.

78. After Stern breached the settlement agreement by failing to timely make payment to Eventstar, the court entered final judgment in favor of Eventstar in the principal amount of \$763,283.24, together with statutory post-judgment interest and costs.

j. Kasowitz LLP v. JDS Development Group LLC¹⁸

79. Stern even rips off the lawyers who defend him against his investor fraud.

80. In October 2025, the law firm Kasowitz LLP sued Stern after Stern refused to pay \$2,723,420.83 for legal services Kasowitz performed “in connection with numerous matters over more than a decade, including several real estate disputes implicating JDS, its related companies, and Stern, individually.” Stern filed his answer and the case has proceeded to discovery.

81. On December 8, 2025, Kasowitz moved for summary judgment on all counts.¹⁹

Miami Projects: A Trail of Liens and Starved Liquidity

82. Stern has financially strangled several other projects in Miami, Florida through financial mismanagement, self-dealing, and other misconduct which in turn has unleashed a

¹⁷ Case No. 2025-008186-CA-01 in the Circuit Court for Miami-Dade County, Florida.

¹⁸ Index No. 659132/2025 in the Supreme Court of New York.

¹⁹ 659132/2025 -Kasowitz LLP v JDS Development et al - MEMORANDUM IN SUPPORT OF SJ

violent cascade of claims, and lawsuits to enforce same.²⁰ While spearheading two mainline projects, **both** are being strangled by Stern's financial decisions, depriving the projects of necessary liquidity. For example, the first project was liened by virtually every company that supplied work:

September 20, 2021– O'Donnell Dannwolf & Partners (ODP) Architects Inc. - **\$411,351.75**

October 22, 2021– Biscayne Engineering Co., Inc. - **\$78,323.77**

May 5, 2022- Atlantic Coast Drilling Inc. - **\$19,850.00**

April 3, 2023 – Kimley-Horn & Associates Inc. - **\$74,836.35**

April 28, 2023 - Kimley-Horn & Associates Inc. - **\$61,640.57**

September 6, 2023 – Cemex Construction Materials Florida LLC - **\$16,407.80**

November 6, 2023 – Central Florida Equipment Rentals Inc. - **\$174,147.88**

January 3, 2024 – Keller North America, Inc. - **\$3,161,754.74**

February 8, 2024 – Sims Crane & Equipment Co. - **\$32,285.20**

July 31, 2024 – Empire Plumbing Co. - **\$9,729.49**

December 17, 2024 – Keller North America Inc. - **\$573,211.17**

January 16, 2025 – Brandsafway Solutions LLC - **\$23,005.04**

March 3, 2025 – Boulanger Drywall Corp. - **\$493,950.00**

March 4, 2025 – Eventstar Structures Corp. - **\$818,728.68**

March 24, 2025 – Robert Alba Int'l Development Construction - **\$44,502.43**

March 10, 2025 – Allied Trucking of Florida Inc. - **\$113,315,19**

March 12, 2025 – Keller North America Inc. - **\$5,359,475.00**

March 13, 2025 – Top Dog Industries LLC - **\$13,120.00**

March 19, 2025 – ASF Construction & Excavation Corp.- **\$954,734.12**

²⁰ <https://jdspulse.com/first-the-facade-then-the-fiction-miami-echoes-new-york/>

March 27, 2025 - Krista Ninivaggi Studio LLC - **\$333,946.82**

March 28, 2025 – E&M Equipment Corp. - **\$248,209.56**

April 2, 2025 – SouthernCarlson - **\$6,167.92**

April 14, 2025 – Ledpax USA LLC - **\$57,859.41**

April 14, 2025 – Ferguson Enterprises LLC - **\$18,967.21**

April 17, 2025 – Professional Plumbing Corp. - **\$88,000.00**

April 21, 2025 – Aluma Systems Concrete Construction LLC - **\$146,503.42**

April 23, 2025 - Capital Glass of Miami Corp. - **\$61,550.00**

June 3, 2025 – SouthernCarlson - **\$103,080.84**

June 24, 2025 – AC Schultes of Florida Inc. - **\$72,200.00**

June 24, 2025 – Unlimited Power Corp. - **\$190,188.00**

September 5, 2025 – Brandsafway Solutions LLC - **\$21,741.26**

September 18, 2025 – SouthernCarlson - **\$103,080.84**

September 30, 2025 – Brandsafway Solutions LLC - **\$24,706.91**

October 6, 2025 – Kimley-Horn & Associates - **\$86,790.98**

October 30, 2025 – Ulma Form-Works Inc. - **\$1,127,213.50**

October 31, 2025 – O'Donnell Dannwolf & Partners (ODP) Architects Inc. - **\$559,117.29**

November 12, 2025 – Backyard Palms LLC - **\$85,205.00**

November 26, 2025 – Kimley-Horn & Associates - **\$85,992.32**

December 5, 2025 - O'Donnell Dannwolf & Partners (ODP) Architects Inc. - **\$559,117.29**

83. Similarly, a substantial number of claims have been made against the second project:

March 17, 2025 – Alpha Wrecking Group - **\$34,483.00**

April 9, 2025 - Cross Environmental Services - **\$34,483.00**

April 17, 2025 – Professional Plumbing Corp. - **\$10,160.00**

June 17, 2025 – SouthernCarlson - **\$5,438.59**

September 10, 2025 – The BG Group - **\$405,983.36**

October 6, 2025 – Kimley-Horn & Associates Inc. - **\$72,418.62**

October 30, 2025 – Ulma Form-Works Inc. - **\$230,033.48**

November 12, 2025 - Backyard Palms LLC - **\$13,167.50**

November 26, 2025 – Kimley-Horn & Associates Inc. - **\$64,243.50**

Lulling Statements to Keep Plaintiff Trapped in the Casablanca Project

84. After Plaintiff confronted Stern with evidence of misappropriation, to the tune of at least \$35,000,000²¹ and unexplained capital shortfalls in other projects, Stern deployed “lulling” lies: claiming multiple written purchase offers that could close by year-end or by April 2026 at the latest, and even claiming that another developer had already invested \$10,000,000 — none of which Plaintiff has been able to verify.

COUNT I

(Violation of Florida Securities and Investor Protection Act (“FSIPA”) Section 517.301)

Plaintiff restates and incorporates the allegations set forth in paragraphs 1 through 84 above, as though fully set forth herein, and alleges further:

85. In connection with the purchase or sale of securities, defendants 6345 JV, LLC, 6345 Manager LLC, and Michael Stern engaged in a scheme to defraud and made material misstatements, false statements and omissions to plaintiff GV NBV LLC. Specifically, defendants

²¹ The funds were misdirected to JDS Investments FL LLC, an entity that does not exist in any development structure yet seems to be the vehicle which receives improper/fraudulent transfers to the tune of millions of dollars.

falsely represented that (1) Stern was expecting a large windfall from other projects and had adequate liquidity through existing networks in the capital and debt markets to satisfy the capital needs of the Casablanca Project, (2) even if the development activity never happened, the value of the land acquired for the Casablanca Project was worth at least \$50,000,000 more than its targeted acquisition cost (\$150,000,000), (3) a valuation report had been prepared by a third party, indicating the value of the land on which the Casablanca Project was located was valued at between \$210,000,000 and \$276,000,000 and (4) GV NBV LLC would, in exchange for investing in 6345 JV LLC, receive a membership interest in the 6345 JV LLC and its interest would be commensurate with the amount of money it invested compared to Stern and S.D. In addition, defendants concealed material facts regarding Stern's background.

86. By engaging in this conduct described above, defendants, with scienter, directly or indirectly, in connection with the purchase or sale of a security, and by the use of means or instrumentalities of interstate commerce, of wires, of the mails, or of the facilities of a national securities exchange: (a) employed devices, schemes, or artifices to defraud; (b) made untrue statements of a material fact or omitted to state a material fact necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading; or (c) engaged in acts, practices, or courses of business which operated or would operate as a fraud or a deceit upon other persons.

WHEREFORE, Plaintiff demands judgment against Defendants MICHAEL STERN, 6345 JV LLC, and 6345 MANAGER LLC all individually, jointly and severally, pre- and post-judgment interest, legal fees, costs, and any further and/or additional relief as the Court finds necessary and/or appropriate under the circumstances.

COUNT II

(FSIPA Section 517.211)

Plaintiff restates and incorporates the allegations set forth in paragraphs 1 through 84, and 85 through 86 above, as though fully set forth herein, and alleges further:

87. Defendant Stern was a controlling person of defendants 6345 JV, LLC and 6345 Manager LLC within the meaning of FSIPA Section 517.211(3) as alleged herein. By virtue of his high-level position in those entities and the power and authority he had to cause or prevent those entities from engaging in the wrongful conduct complained of herein, Stern controlled defendants 6345 JV, LLC and 6345 Manager LLC. By reason of such conduct, Defendants are liable pursuant to FSIPA Section 517.211(3).

WHEREFORE, Plaintiff demands judgment against Defendants MICHAEL STERN, 6345 JV LLC, and 6345 MANAGER LLC all individually, jointly and severally, pre- and post-judgment interest, legal fees, costs, and any further and/or additional relief as the Courts finds necessary and/or appropriate under the circumstances.

COUNT III

(MANDATORY INJUNCTIVE RELIEF)

Plaintiff restates and incorporates the allegations set forth in paragraphs 1 through 84 above, as though fully set forth herein, and alleges further:

88. Plaintiff made the following wire transfers to 6345 JV LLC, all of which were confirmed with valid federal reference numbers and used by 6345 JV LLC to purchase real estate in the Casablanca Project:

| <u>Date</u> | <u>Amount</u> | <u>Recipient</u> |
|----------------|----------------|------------------|
| July 2, 2024 | \$2,000,000.00 | 6345 JV LLC |
| March 20, 2025 | \$500,000.00 | 6345 JV LLC |

89. Despite these payments, Defendant 6345 JV LLC has refused to supply a membership certificate or any other document confirming Plaintiff's membership interest in 6345 JV LLC. Instead, shockingly, Defendant 6345 Manager has issued documents identifying GV DEVELOPMENT GROUP LLC which has nothing to do with the Casablanca Project.

90. Upon information and belief, this is a ploy to frustrate Plaintiff's rights and interests to the Casablanca Project through 6345 JV, and even more likely part and parcel of his concerted actions to conceal the source of funds that have been contributed to project.

91. In fact, Defendant Stern has been accused of concealing the source of funds in other projects as well. For example, at least one investigation into the source of funds Stern used in the Steinway Tower project (111 West 57th Street in New York) found that Russian and other eastern-European business men participated in Stern's web of "shell companies" and "sophisticated ... layering".²² Likewise, Plaintiff also suspects that Stern, through opaque structure and dishonesty routinely lies and otherwise misstates the source of fund with the intent to i) deceive investors about his own real "equity" in any given deal, ii) skirt normal AML and KYC requirements from lenders and other capital partners and iii) retain control of ventures by falsely reporting larger equity positions than that which really exists. Put another way, where there is smoke there is fire, and the symphony of shell companies, source concealment (money laundering) and other efforts to frustrate transparency can only mean one thing – fraud.

²² https://jdspulse.com/wp-content/uploads/2025/06/Kazikaev_Stern_Serezhin_Investigation.pdf

92. Upon information and belief, Stern has likewise not advised the other stakeholders in the Casablanca Project of Plaintiff's interest, and similarly, has been taking action without affording Plaintiff the right to participate and vote on same.

93. Upon information and belief, Stern is supplying potential investors and/or purchasers of the Casablanca Project organizational charts that does not accurately represent the equity for the project, namely, Plaintiff's membership interests in 6345 JV.

94. Defendants have no basis, legitimate or otherwise, to refuse to recognize Plaintiff and this Court should exercise its discretion and compel Defendant 6345 JV LLC to issue (a) the requisite membership certificate, (b) K-1 for 2024, and (c) update all 6345 JV LLC corporate records to recognize Plaintiff's membership interest.

WHEREFORE, Plaintiff respectfully requests this Court to:

- A. Enter a finding that the payments made by Plaintiff to Defendant 6345 JV LLC were capital contributions, and in exchange therefore, entitle Plaintiff to all of the rights and privileges of a member of 6345 JV LLC;
- B. Enter a mandatory injunction requiring Defendant 6345 JV LLC to issue a membership certificate confirming Plaintiff's \$2,500,000 capital contribution to 6345 JV LLC;
- C. Enter a mandatory injunction requiring Defendant 6345 JV LLC to issue a proper K-1 to Plaintiff for 2024, and if appropriate at the time such judgment is rendered, 2025;
- D. Enter a mandatory injunction requiring Defendant 6345 JV LLC to update its corporate records to reflect that Plaintiff is a member of said company; and

E. Award Plaintiff any further or additional relief that the Court finds reasonable, necessary, just and/or proper under the circumstances.

COUNT IV
(DECLARATORY RELIEF)

Plaintiff restates and incorporates the allegations set forth in paragraphs 1 through 84 above, as though fully set forth herein, and alleges further:

95. This action seeks declaratory relief against Defendant 6345 Manager LLC confirming that the 2024 k-1 issued to GV DEVELOPMENT GROUP LLC was in error and that the 2024 K-1 should have been issued to Plaintiff.

96. Defendants 6345 Manager and 6345 JV LLC's actions are in violation of law and ignore the reality that Plaintiff's funds were all sent to 6345 JV LLC's bank account at JP Morgan Chase. The funds were sent pursuant to instructions supplied by Stern, 6345 Manager LLC's ultimate beneficial owner, yet 6345 JV LLC has seemingly refused to acknowledge Plaintiff's interests. Whether part of a larger money laundering scheme perpetrated by Stern or not, Plaintiff's interest, and tax status, exists in 6345 JV LLC, and 6345 JV LLC alone.

97. Despite demand to remediate these issues, Defendants have refused. As such, there is an actual case and controversy, as well as a bona fide dispute regarding the improperly issued K-1 to GV DEVELOPMENT GROUP LLC.

98. Plaintiff has no adequate remedy at law.

WHEREFORE, Plaintiff prays this Honorable Court enter the following relief:

A. Enter a finding that the payments to Defendant 6345 JV LLC were capital contributions made by Plaintiff, not GV Development Group LLC;

- B. Enter a finding that the 2024 K-1 issued by Defendant 6345 Manager LLC to GV Development Group LLC was improper and not grounded in fact; and
- C. Award Plaintiff any further or additional relief that the Court finds reasonable, necessary, just and/or proper under the circumstances.

Respectfully submitted,

/s/ Jason B. Giller
JASON B. GILLER
Fla. Bar No. 77441
GILLER, P.A.
700 NW 1st Avenue, Suite 1440
Miami, Florida 33136
Telephone: (305) 999-1906
Fax: (305) 489-8530
Primary Email: Jason@gillerpa.com
Secondary Email: service2@gillerpa.com

*Counsel for Plaintiff,
GV NBV LLC*

/s/ Bruce Alan Weil
BRUCE ALAN WEIL
Fla. Bar No. 816469
BOIES SCHILLER FLEXNER LLP
Miami Tower, Suite 2800
100 S.E. 2nd Street
Miami, Florida 33131
Telephone: (305) 539-8400
Facsimile: (305) 539-1307
bweil@bsflp.com

*Counsel for Plaintiff,
GV NBV LLC*