

IN THE CIRCUIT COURT OF THE  
SEVENTEENTH JUDICIAL CIRCUIT, IN AND  
FOR BROWARD COUNTY, FLORIDA

CIVIL DIVISION

CASE NO.: CACE08018154 (08)

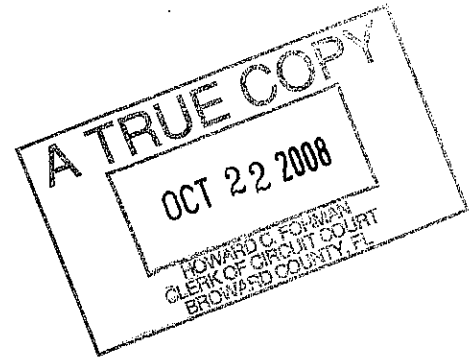
JERICHO ALL-WEATHER  
OPPORTUNITY FUND, L.P., a Delaware  
limited partnership,

Plaintiff,

vs.

515 SEABREEZE, LLC, a Florida  
corporation, et al.,

Defendants.



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**ANSWER AND AMENDED AFFIRMATIVE DEFENSES TO COMPLAINT**

Michael I. Goldberg, on behalf of and as Receiver over M.A.M.C. Incorporated d/b/a Berman Capital Management ("MAMC"), by and through undersigned counsel, files this answer and amended affirmative defenses to the Complaint in this action, and states:

1. Defendant MAMC is without sufficient knowledge, and therefore denies the allegations contained in paragraph 1 of the Complaint.
2. The allegations contained in paragraph 2 of the Complaint are not directed toward Defendant MAMC, and thus, MAMC does not respond to these allegations. MAMC is otherwise without sufficient knowledge, and therefore denies the allegations contained in paragraph 2 of the Complaint.
3. Denied.

5. The document attached as Exhibit "A" to the Complaint speaks for itself. MAMC denies the allegations contained in paragraph 5 of the Complaint to the extent that they conflict with Exhibit "A" to the Complaint.

6. The document attached as Exhibit "B" to the Complaint speaks for itself. MAMC denies the allegations contained in paragraph 6 of the Complaint to the extent that they conflict with Exhibit "B" to the Complaint.

7. The documents attached as Exhibit "C" and Exhibit "D" speak for themselves. MAMC denies the allegations contained in paragraph 7 of the Complaint to the extent that they conflict with Exhibit "C" and Exhibit "D" to the Complaint.

8. The allegations contained in paragraph 8 of the Complaint are not directed toward Defendant MAMC, and thus, MAMC does not respond to these allegations. MAMC is otherwise without sufficient knowledge, and therefore denies the allegations contained in paragraph 8 of the Complaint.

9. Denied.

10. The allegations contained in paragraph 10 of the Complaint are not directed toward Defendant MAMC, and thus, MAMC does not respond to these allegations. MAMC is otherwise without sufficient knowledge, and therefore denies the allegations contained in paragraph 10 of the Complaint.

#### COUNT I - ACTION ON PROMISSORY NOTE

11. MAMC restates the responses to the allegations as contained in paragraphs 1-10 above.

12. MAMC admits that this purports to be an action for damages in excess of \$15,000, exclusive of interest, court costs, and attorneys' fees. MAMC otherwise denies the allegations contained in paragraph 12 of the Complaint.

13. The document described as the Note and attached as Exhibit "A" to the Complaint speaks for itself. MAMC denies the allegations contained in paragraph 13 of the Complaint to the extent that they conflict with Exhibit "A" to the Complaint.

14. The allegations contained in paragraph 14 of the Complaint are not directed toward Defendant MAMC, and thus, MAMC does not respond to these allegations. MAMC is otherwise without sufficient knowledge, and therefore denies the allegations contained in paragraph 14 of the Complaint.

15. The allegations contained in paragraph 15 of the Complaint are not directed towards Defendant MAMC, and thus, MAMC does not respond to these allegations. MAMC is otherwise without sufficient knowledge, and therefore denies the allegations contained in paragraph 15 of the Complaint.

MAMC denies that the Plaintiff is entitled to any of the relief sought in the Wherefore clause following paragraph 15 of the Complaint.

### **COUNT II - FORECLOSURE OF FIRST MORTGAGE**

16. MAMC restates the responses to the allegations as contained in paragraphs 1-15 above.

17. MAMC admits that this purports to be an action to foreclose a mortgage on property located in Broward County, Florida. MAMC otherwise denies the allegations contained in paragraph 17 of the Complaint.

18. The document described as the Note and attached as Exhibit "A" to the Complaint speaks for itself. MAMC denies the allegations contained in paragraph 18 of the Complaint to the extent that they conflict with Exhibit "A" to the Complaint.

19. The allegations contained in paragraph 19 of the Complaint are not directed towards Defendant MAMC, and thus, MAMC does not respond to these allegations. MAMC is otherwise without sufficient knowledge, and therefore denies the allegations contained in paragraph 19 of the Complaint.

20. The allegations contained in paragraph 20 of the Complaint are not directed toward Defendant MAMC, and thus, MAMC does not respond to these allegations. MAMC is otherwise without sufficient knowledge, and therefore denies the allegations contained in paragraph 20 of the Complaint.

21. The allegations contained in paragraph 21 of the Complaint are not directed toward Defendant MAMC, and thus, MAMC does not respond to this allegation. MAMC is otherwise without sufficient knowledge, and therefore denies the allegations contained in paragraph 21 of the Complaint.

22. The allegations contained in paragraph 22 of the Complaint are not directed towards Defendant MAMC, and thus, MAMC does not respond to these allegations. MAMC is otherwise without sufficient knowledge, and therefore denies the allegations contained in paragraph 22 of the Complaint.

23. Denied.

MAMC denies that the Plaintiff is entitled to any of the relief sought in the Wherefore clause following paragraph 23 of the Complaint.

**COUNT III - ACTION ON SECURITY AGREEMENT**

24. MAMC restates the responses to the allegations as contained in paragraphs 1-15 and 18-21 above.

25. The document described as the Mortgage and attached as Exhibit "B" to the Complaint speaks for itself. MAMC denies the allegations contained in paragraph 25 of the Complaint to the extent that they conflict with Exhibit "B" to the Complaint.

26. The allegation contained in paragraph 26 of the Complaint are not directed towards Defendant MAMC, and thus, MAMC does not respond to these allegations. MAMC is otherwise without sufficient knowledge, and therefore denies the allegations contained in paragraph 26 of the Complaint.

27. The allegations contained in paragraph 27 of the Complaint are not directed towards Defendant MAMC, and thus, MAMC does not respond to these allegations. MAMC is otherwise without sufficient knowledge, and therefore denies the allegations contained in paragraph 27 of the Complaint.

MAMC denies that the Plaintiff is entitled to any of the relief sought in the Wherefore clause following paragraph 27 of the Complaint.

**COUNT IV - ACTION ON GUARANTIES**

28. MAMC restates the responses to the allegations as contained in paragraphs 1-15 and 18-21 above.

29. The documents described as the Unconditional Guarantees attached as Exhibit "F" to the Complaint speak for themselves. MAMC denies the allegations contained in paragraph 29 of the Complaint to the extent that they conflict with Exhibit "F" to the Complaint.

30. The allegations contained in paragraph 30 of the Complaint are not directed towards Defendant MAMC, and thus, MAMC does not respond to these allegations. MAMC is otherwise without sufficient knowledge, and therefore denies the allegations contained in paragraph 30 of the Complaint.

MAMC denies that the Plaintiff is entitled to any of the relief sought in the Wherefore clause following paragraph 30 of the Complaint.

### AFFIRMATIVE DEFENSES

#### **First Affirmative Defense**

MAMC is not authorized to accept service on behalf of all of the individual lenders.

### CERTIFICATE OF SERVICE

**WE HEREBY CERTIFY** that a true and correct copy of the foregoing has been furnished by Electronic Mail ([jst@fcohenlaw.com](mailto:jst@fcohenlaw.com)) and U.S. Mail on this **21<sup>th</sup> day of October 2008**, to: **James S. Telepman, Esquire, Attorneys for Plaintiff**, COHEN, NORRIS, SCHERER, WEINBERGER & WOLMER, P.A., 712 U.S. Highway One, Suite 400, (M/A: P.O. Box 43146), North Palm Beach, Florida 33408-7146.

Respectfully submitted,

BERGER SINGERMAN  
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By: 

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