

IN THE CIRCUIT COURT OF THE 17<sup>TH</sup>  
JUDICIAL CIRCUIT IN AND FOR  
BROWARD COUNTY, FLORIDA

CASE NO. 12-034123 (07)

P & S ASSOCIATES GENERAL  
PARTNERSHIP, etc. et al.,

Plaintiffs,

vs.

MICHAEL D. SULLIVAN, et al.

Defendants.

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**DEFENDANT FRANK AVELLINO'S RESPONSE TO PLAINTIFFS' MOTION TO  
COMPEL AND ISSUANCE OF SUBPOENA**

Defendant, Frank Avellino ("Avellino"), by and through his undersigned counsel, files this response to Plaintiffs' Motion to Compel: 1) Avellino to Produce Documents and 2) Issuance of a Subpoena Duces Tecum with Deposition to Nancy Avellino (the "Motion to Compel").

**Introduction**

Plaintiffs have propounded discovery to both Avellino and his non-party wife, Nancy Avellino, seeking documents evidencing payments caused to be made to them by Michael Sullivan and further "all documents concerning 27 Cliff, LLC." Plaintiffs' Fourth Request for Production of Documents, Request No. 9 (Motion to Compel, Ex. A); Plaintiffs' Notice of Intent to Serve Subpoena Duces Tecum with Deposition upon Nancy Avellino, Request No. 10 (Motion to Compel, Ex. B). Avellino has responded to these discovery requests, produced responsive documents but has objected to the document requests that seek all documents

concerning 27 Cliff upon the grounds, inter alia, of privacy and relevancy. Subject to such objections, Avellino has produced a 27 Cliff, LLC's ("27 Cliff") document that identifies five payments made by Michael D. Sullivan & Associates, Inc. to 27 Cliff between March 10, 2004 and January 30, 2008 in the total amount of \$260,159.16. Avellino's responses to the remaining requests of Plaintiffs' Fourth Request for Production of Documents are not in dispute.<sup>1</sup>

Plaintiffs now seek to compel the production of all documents concerning 27 Cliff from Avellino and his wife. Plaintiffs' motion should be denied.

### **Background**

The factual basis for Plaintiffs' remaining claims against Avellino is the alleged "kickbacks" paid to Avellino. Fifth Amended Complaint ("5AC"), ¶¶ 46, 57, 75, 79, 95, 101 and 108. Plaintiffs seek to recover from Avellino what Plaintiffs characterize as "kickbacks" Sullivan allegedly caused to be paid to Avellino or an entity he controlled for referring investors to the Partnerships. Plaintiffs allege these payments to Avellino totaled \$307,790.84. 5AC, ¶ 46 (a). In discovery responses Plaintiffs have identified that a portion of these payments to Avellino were made to 27 Cliff. Plaintiffs' Responses to Avellino's Second Set of Interrogatories, Request No. 5. In response to Plaintiffs' Fourth Request for Production, Avellino produced a document of 27 Cliff showing it received a total of \$260,159.16 from Michael D. Sullivan & Associates, Inc. A copy of such document is attached as Exhibit "A". Avellino is not aware of any other documents evidencing or relating to payments Sullivan or the Partnerships caused to be made to him or any entity that he may have controlled. Declaration of Frank Avellino dated March 30, 2013, ¶5 ("Avellino Dec."), attached hereto as Exhibit "B".

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<sup>1</sup> Plaintiffs' Motion to Compel also addresses Avellino's response to Request No. 12. Avellino has served an amended response to this discovery demand addressing this request and, thus, mooted Plaintiffs' Motion to Compel directed to this request.

27 Cliff is a Florida limited liability company formed in 2003 as a part of Avellino and his wife's estate planning. Avellino Dec., ¶2. The sole member of 27 Cliff is Frank J. Avellino and Nancy Carroll Avellino as tenants by the entirety. Avellino Dec., ¶2. Avellino is the sole manager. Avellino Dec., ¶2. 27 Cliff was administratively dissolved in 2010 for failure to file an annual report. Avellino Dec., ¶2. When active, 27 Cliff was essentially used as a personal checking account for Avellino and his wife from which they paid for their everyday living expenses. Avellino Dec., ¶3. 27 Cliff did no business and had nothing to do with the Partnerships, Sullivan or any entity controlled by Sullivan. It was merely the account into which Sullivan caused to be transferred funds to Avellino. Avellino Dec., ¶4.

### **ARGUMENT**

Plaintiffs' Motion to Compel is focused on two document requests in dispute: 1) the production of "all documents concerning 27 Cliff, LLC" sought from both Avellino and his wife and 2) documents exchanged between Avellino "and any person identified in response to Interrogatory No. 1 of Frank Avellino's First Set of Interrogatories that relate to S&P and/or P&S." Plaintiffs' Fourth Request for Production, Request No. 12.

Production of all 27 Cliff documents constitutes an improper and unjustified invasion of Avellino and his wife's right to privacy and has no relevance to any remaining claim in this action. Plaintiffs' Request No. 12 in their Fourth Request for Production was confusing which undersigned counsel sought to have clarified in the parties' meet and confer. See email exchange between counsel attached as Exhibit "C". Plaintiffs' counsel acknowledged the confusion during the meet and confer. Having provided further clarity in the email exchange between counsel (Ex. C), Avellino has filed an amended response to Plaintiffs' Fourth Request for Production of Documents that addresses this request and moots Plaintiffs' Motion to Compel.

## 27 Cliff Documents

The Florida Constitution provides for a constitutional right of privacy. Art. I, section 23. “Court orders compelling discovery constitute state action that may impinge on constitutional rights, including the constitutional right of privacy.” *Berkeley v. Eisen*, 699 So.2d 789, 790 (Fla. 4<sup>th</sup> DCA 1997). “[P]ersonal finances are among those private matters kept secret by most people.” *Woodward v. Berkery*, 714 So.2d 1027, 1035 (Fla. 4<sup>th</sup> DCA 1998) citing *Winfield v. Div. of Pari-Mutual Wagering*, 477 So.2d 544 (Fla. 1985)). In *Winfield* the Florida supreme court expressly recognized that an individual had a legitimate expectation of privacy in financial institution records. *Id.* at 547. In *Berkeley v. Eisen*, the fourth district court of appeals recognized an individual’s investment records are also subject to this constitutionally protected zone of privacy. *Berkeley, supra*, 699 So.2d at 790.

Plaintiffs’ demand for all documents concerning 27 Cliff is overreaching, constitutes an improper invasion of Avellino and his wife’s constitutionally protected right of privacy and has no relevance to this litigation. Personal financial information of Avellino and his wife has no relevance in this action and is not otherwise subject to disclosure. The fact that certain funds were transferred to 27 Cliff by Sullivan is not in dispute and Avellino has produced the document evidencing such transfers. Exhibit A. No other relevant documents exist. Avellino Dec., ¶5. How funds deposited into 27 Cliff’s bank account by Michael D. Sullivan & Associates, Inc. may have been subsequently expended by Avellino and his wife has no relevance in this action, the disclosure of which would unnecessarily reveal Avellino and his wife’s personal financial dealings and constitute a violation of Avellino and his wife’s right to privacy. Plaintiff’s Motion to Compel fails to attempt to argue the relevancy of such document

request or justify the need for such discovery to overcome the constitutionally protected privacy rights of Avellino and his wife.

**Plaintiffs' Request No. 12**

This request sought all documents between Avellino “and any person identified in response to Interrogatory No. 1 of Frank Avellino’s First Set of Interrogatories that relate to S&P and/or P&S. Assuming that this request was referring to Avellino’s responses to Plaintiff’s First Request for Interrogatories which was a perfunctory inquiry as to who assisted in the preparation of the interrogatory responses to which Avellino responded himself and undersigned counsel, Avellino objected to the production of documents regarding his communication with his attorney. Undersigned counsel’s confusion as to this request is evidenced in the email exchange with Plaintiff’s counsel attached hereto as Exhibit “C”.

Recognizing that Request No. 12 was referring to Plaintiffs’ responses to Avellino’s interrogatories (as clarified by the email attached as Exhibit C), this request seeks documents relating to Avellino’s documents and communications with sixteen individuals or entities since January 1, 1992. Avellino has no responsive documents. An amended response to Plaintiff’s Fourth Request for Production has been served amending Avellino’s response to this request.

**CONCLUSION**

Plaintiffs’ Motion to Compel should be denied.

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on this 20th day of April 2015, the foregoing document is being served on those on the attached service list by electronic service via the Florida Court E-Filing Portal in compliance with Fla. Admin Order No. 13-49.

**HAILE, SHAW & PFAFFENBERGER, P.A.**  
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[bpetroni@haileshaw.com](mailto:bpetroni@haileshaw.com)

By: /s/ Gary A. Woodfield  
Gary A. Woodfield, Esq.  
Florida Bar No. 563102

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*Attorneys for P & S Associates General Partnership*

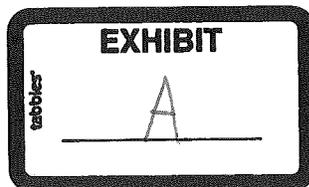
LEONARD K. SAMUELS, ESQ.  
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and Steven F. Jacob CPA & Associates, Inc.*

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*Attorneys for Michael Bienes*

**27 CLIFF, LLC**  
**Account QuickReport**  
All Transactions

Type	Date	Name	Memo	Split	Amount
<b>FEES</b>					
<b>Sullivan &amp; Powell</b>					
Deposit	3/10/2004	Michael D. Sullivan & Associates, Inc	Sullivan	NORTHERN TRUST BANK	51,983.82
Deposit	3/1/2005	Michael D. Sullivan & Associates, Inc	Deposit	NORTHERN TRUST BANK	50,265.57
Deposit	3/6/2008	Michael D. Sullivan & Associates, Inc	2005	NORTHERN TRUST BANK	37,488.61
Deposit	3/5/2007	Michael D. Sullivan & Associates, Inc	2006	NORTHERN TRUST BANK	69,616.87
Deposit	1/30/2008	Michael D. Sullivan & Associates, Inc	2007	NORTHERN TRUST BANK	50,804.49
Total Sullivan & Powell					280,159.16
Total FEES					280,159.16
<b>TOTAL</b>					280,159.16



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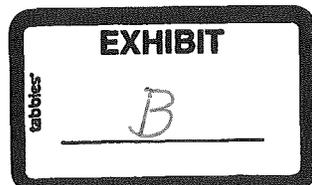
**DECLARATION OF FRANK AVELLINO**

I, Frank Avellino, affirm under penalty of perjury as follows:

1. I am a named defendant in the above captioned action. I submit this declaration in response to Plaintiffs' motion to compel certain discovery from both me and my wife, who is not a party to this action.

2. I am the sole manager of 27 Cliff, LLC ("27 Cliff"), a Florida limited liability company formed in 2003 as part of my wife and my estate planning. See Operating Agreement attached as Exhibit "A". The sole member of 27 Cliff is Frank J. Avellino and Nancy Carroll Avellino as tenants by the entirety. See Articles of Organization attached as Exhibit "B". 27 Cliff is inactive and was administratively dissolved in 2010 for failure to file an annual report.

3. When active, 27 Cliff was nothing more than a checking account utilized by me and my wife as a personal checking account from which we paid for some of our everyday living expenses.



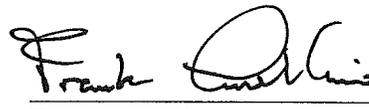
4. 27 Cliff was never involved in any business and it had nothing to do with the Plaintiffs in this action, Michael Sullivan or any entity controlled by him. It was merely the bank account into which Sullivan caused the transfer to me of \$260,159.16.

5. Other than the QuickBooks print out previously produced that shows the deposit of the \$260,159.16 Michael D. Sullivan & Associates, Inc. transferred into 27 Cliff's bank account, I am not aware of any other document evidencing any payments to me or any entity within my control.

6. I am aware that in the annual filings for 27 Cliff for 2008 and 2009 Nancy Carroll Avellino is identified as a manager. This is simply a mistake. I have always been the sole manager of 27 Cliff. At no time has my wife been a manager of or had any involvement in the management or operation of 27 Cliff.

I declare under penalty of perjury that the foregoing is true and correct.

March 30, 2015  
Palm Beach, Florida

  
Frank Avellino

**LIMITED LIABILITY COMPANY OPERATING AGREEMENT**

of

**27 CLIFF, LLC**

*(a Florida Limited Liability Company)*

This Limited Liability Company Operating Agreement of 27 CLIFF, LLC (the "Company") is made as of April 2, 2003, by FRANK J. AVELLINO and NANCY CARROLL AVELLINO, as Tenants by the Entirety, as the sole Member of the Company (the "Member").

WHEREAS, the Member has formed the Company under the Florida Limited Liability Company Act for the purposes set forth herein, and, accordingly, desires to set forth the terms and conditions of the business and affairs of the Company and to determine the rights and obligations of the Member.

NOW, THEREFORE, the Member, intending to be legally bound by this Agreement, hereby agrees that the operating agreement of the Company shall be as follows:

**ARTICLE 1. Organization.** The Member has organized the Company as a Florida limited liability company pursuant to the provisions of the Act.

**ARTICLE 2. Purpose; Powers.** The purpose of the Company shall be to engage in any lawful business that may be engaged in by a limited liability company organized under the Act, as such business activities may be determined by the Manager from time to time. The Company shall have the authority to do all things necessary or convenient to accomplish its purpose and operate its business as described in this Article 2. The Company shall have all powers of a limited liability company under the Act and the power to do all things necessary or convenient to accomplish its purpose and operate its business as described in this Article 2.

**ARTICLE 3. Capital Contributions.** After the initial capital contribution, the Member shall have no obligation to make any additional capital contributions to the Company. The Member may make additional capital contributions to the Company as the Member determines are necessary, appropriate or desirable.

**ARTICLE 4. Distributions.**

4.1 General. Net Cash Flow shall be distributed to the Member at such times as the Manager shall determine.

4.2 Distribution to Cover Tax Liability. The Manager shall use the Manager's best efforts to distribute to the Member on or before April 15<sup>th</sup> of each calendar year an amount equal to (i) the taxable income for the preceding calendar year with respect to the Company times the

highest marginal income tax rate contained in Section 1 of the Code for such year, less (ii) the total distributions made to the Member for such preceding calendar year in accordance with Section 4.1.

**ARTICLE 5. Rights, Power and Authority of the Member and Manager.**

5.1 No Authority to Manage Company. The Member shall have no power or authority to manage the affairs of the Company.

5.2 Action of Member. For so long as FRANK J. AVELLINO and NANCY CARROLL AVELLINO, as Tenants by the Entirety, is the sole Member of the Company, any action required to be taken by the Member pursuant to this Agreement or the Act shall be taken by said individuals jointly, or alone if one of said individuals is Unable to Act. For this purpose, an individual shall be "Unable to Act" if and so long as such individual is incapable of acting by reason of advanced age, illness, accident, or any other cause in the opinion of a medically certified doctor. If the membership interest in the Company passes to FRANK J. AVELLINO or NANCY CARROLL AVELLINO by operation of law as a result of the death of the other individual, then the surviving individual shall be the sole Member of the Company and may individually take any actions permitted to be taken by the Member pursuant to this Agreement or the Act.

5.3 Manager. The Company shall be managed by one Manager. The initial Manager shall be FRANK J. AVELLINO. If FRANK J. AVELLINO resigns, becomes disabled or dies, then NANCY CARROLL AVELLINO shall be the replacement Manager. A Manager shall serve until such Manager is removed or resigns in accordance with this Article, or, with respect to an individual Manager, dies or becomes disabled.

5.4 Resignation. A Manager may resign by giving at least ten (10) days written notice to the other Managers (if any) and the Member (or such shorter time period acceptable to the Member). Unless otherwise specified in such notice, the acceptance of such resignation shall not be necessary to make it effective.

5.5 Removal. A Manager may be removed only by the Member.

5.6 Manager's Authority. The Manager shall have full, exclusive and complete discretion, right, power, and authority to manage, control and make all decisions affecting the business and affairs of the Company and to do or cause to be done any and all acts, at the expense of the Company on the terms provided herein, deemed by the Manager to be necessary or appropriate to effectuate the business, purposes and objectives of the Company as set forth in this Agreement. The decisions and acts of the Manager shall bind the Company. Decisions and actions of the Manager shall be made according to such procedures, meetings and other protocol determined exclusively by the Manager and the Member from time to time.

5.7 No Authority of Member or Other Persons. The Member and any other Person other than the Manager and the Manager's authorized agents shall take part in the management, or the operation or control of, the business and affairs of the Company. Except as expressly

delegated by the Manager or as required by the Act, no Person other than the Manager and the authorized agents of the Company shall be an agent of the Company or have any right, power or authority to transact any business in the name of the Company or to act for or on behalf of or to bind the Company.

5.8 Compensation. The Manager shall be reimbursed for all reasonable expenses incurred in managing the Company and shall be entitled to reasonable compensation, in an amount to be determined from time to time by the Member.

5.9 Replacement Managers. If a Manager is not then serving or the current Manager has sent notice of such Manager's resignation, then the Member shall select a replacement Manager.

5.10 Indemnification. The Company shall indemnify a Covered Person against any and all judgments, costs, losses, liabilities and damages (including attorneys' fees and expenses) paid or incurred by the Covered Person in connection with the activities of the Company or in dealing with third parties on behalf of the Company, to the fullest extent provided or allowed by law.

5.11 Reliance by Third Parties. Any Person dealing with the Company, other than a Member, may rely on the authority of the Manager in taking any action in the name of the Company without inquiry into the provisions of this Agreement.

5.12 Limited Liability of the Members. Except as otherwise required by the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and the Member shall not be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a Member.

ARTICLE 6. Dissolution. The Company shall dissolve upon the approval of the Member. Upon its dissolution, the Company shall terminate and immediately commence to liquidate and wind up its affairs. The winding up of the Company's affairs and the liquidation and distribution of its assets shall be conducted by the Manager, who is hereby authorized to do any and all acts and things authorized by the Act in order to effect such liquidation and distribution of the Company.

#### ARTICLE 7. Other Definitions.

For purposes of this Agreement, the following terms shall have the following meanings unless the context clearly indicates otherwise:

- (a) "Act" means Chapter 608, Florida Statutes, as amended from time to time.

(b) "Agreement" means this Limited Liability Company Operating Agreement, as amended, modified, supplemented or restated from time to time. References in the Act to "operating agreement" shall mean this Agreement.

(c) "Code" means the Internal Revenue Code of 1986, as amended from time to time, or any corresponding federal tax statute enacted after the date of this Agreement.

(d) "Covered Person" means the Member; a Manager; any officers, directors, shareholders, partners, employees, representatives or agents of the Member or Manager; any employee or agent of the Company; or an officer of the Company that is not an employee.

(e) "Manager" means FRANK J. AVELLINO or such other person or persons who are elected as replacement Managers in accordance with Section 5.9.

(f) "Net Cash Flow" means, for each calendar month, fiscal year or other period of the Company for which it must be determined, the following amount:

(1) the gross cash receipts of the Company from all sources other than capital contributions and loans (except such loan or refinancing proceeds that the Manager shall elect to include in Net Cash Flow); less

(2) all expenses, expenditures, fees, taxes, and other amounts paid by or for the account of the Company during the same period, including without limitation, payments of principal and interest on any Company borrowings from third parties and the Member; less

(3) any cash set aside by the Manager to fund such reserves as the Manager reasonably may deem necessary for the satisfaction of contingent or noncontingent liabilities and obligations of the Company; and less

(4) any cash paid or set aside by the Company for the acquisition of any asset, including such reinvestment of income and gains derived from assets of the Company as the Manager, in the Manager's reasonable business judgment, may determine to be in furtherance of the business purpose of the Company.

Net Cash Flow shall not be reduced by depreciation, amortization, cost recovery deductions, depletion, similar allowances or other non-cash items, but shall be increased by any reduction of any reserves previously established.

(g) "Person" means any individual, corporation, limited liability company, partnership, trust, estate, custodianship or other entity that has a legal existence.

#### ARTICLE 8. Miscellaneous Provisions.

8.1 Amendments. This Agreement shall be amended only in a writing executed by the Member. If any other Person other than the Member acquires a membership interest in the

Company, the Member and such new member shall amend this Agreement to take into account the existence of multiple members.

8.2 Governing Law. This Agreement and the rights of the Member shall be governed by and construed and enforced in accordance with the laws of the State of Florida.

8.3 Parties in Interest. Every covenant, term, provision and agreement contained in this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties.

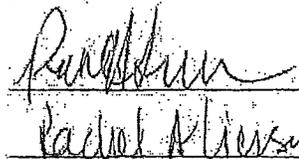
8.4 Integrated Agreement. This Agreement constitutes the entire understanding and agreement of the parties with respect to its subject matter, and there are no agreements, understandings, restrictions, representations or warranties among the parties other than those set forth in this Agreement.

8.5 Pronouns and Plurals. Whenever the context may require, any pronoun used in this Agreement shall include the corresponding masculine, feminine or neuter forms, and the singular forms of nouns, pronouns and verbs shall include the plural and vice versa.

IN WITNESS WHEREOF, this Agreement has been made and executed by the Member effective as of the date first written above.

WITNESSES:

  
\_\_\_\_\_  
Michael T. Liersch

  
\_\_\_\_\_  
Rachel Liersch

FRANK J. AVELLINO and NANCY  
CARROLL AVELLINO, as Tenants by the  
Entirety, as the sole Member of the Company

  
\_\_\_\_\_  
FRANK J. AVELLINO

  
\_\_\_\_\_  
NANCY CARROLL AVELLINO

ARTICLES OF ORGANIZATION  
OF  
27 CLIFF, LLC  
*(a Florida limited liability company)*

ARTICLE I - Name

The name of the Limited Liability Company is "27 CLIFF, LLC" (the "Company");

ARTICLE II - Principal Office

The mailing address and street address of the principal office of the Company is 4750 Northeast 23<sup>rd</sup> Avenue, Fort Lauderdale, Florida 33308.

ARTICLE III - Registered Agent

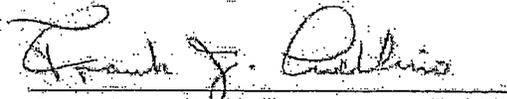
The name of the initial registered agent of the Company is Frank J. Avellino, and the street address of the Company's initial registered agent is 4750 Northeast 23<sup>rd</sup> Avenue, Fort Lauderdale, Florida 33308.

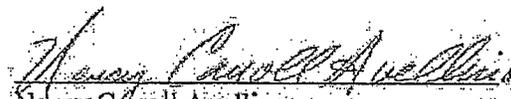
ARTICLE IV - Management

The Company will be a manager-managed company. The initial Manager shall be Frank J. Avellino.

These Articles of Organization are hereby executed by the undersigned Member of the Company.

FRANK J. AVELLINO AND NANCY  
CARROLL AVELLINO, AS  
TENANTS BY THE ENTIRETY

  
Frank J. Avellino

  
Nancy Carroll Avellino

Acceptance of Appointment of Registered Agent

Frank J. Avellino, having been named the Registered Agent of 27 CLIFF, LLC, hereby accepts such designation and is familiar with, and accepts, the obligations of such position, as provided in Chapter 608 of Florida Statutes.



Frank J. Avellino

Date: 04-02-03

## Gary Woodfield

---

**From:** Gary Woodfield  
**Sent:** Wednesday, March 25, 2015 10:27 AM  
**To:** Steven D. Weber  
**Subject:** RE: Avellino's Response to Fourth RFP

Still confused; explain to me in the call.

**Gary Woodfield, Esq.**  
*Haile, Shaw & Pfaffenberger, P.A.*  
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Telephone: (561) 627-8100  
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Email: gwoodfield@haileshaw.com

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**From:** Steven D. Weber [mailto:SWeber@bergersingerman.com]  
**Sent:** Wednesday, March 25, 2015 10:11 AM  
**To:** Gary Woodfield  
**Cc:** Thomas Zeichman (tzeichman@messana-law.com)  
**Subject:** RE: Avellino's Response to Fourth RFP

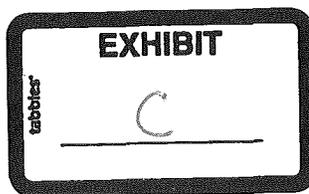
Your Response to Interrogatory No. 1 of Plaintiffs' First Set of Interrogatories to Defendant Frank Avellino.

---

**From:** Gary Woodfield [mailto:gwoodfield@haileshaw.com]  
**Sent:** Monday, March 23, 2015 12:13 PM  
**To:** Steven D. Weber  
**Cc:** Thomas Zeichman (tzeichman@messana-law.com)  
**Subject:** RE: Avellino's Response to Fourth RFP

Steven

As I reread your request No. 12 I am now somewhat confused what interrogatories you are referring to; can you please clarify. Thanks.



**Gary Woodfield, Esq.**  
*Haile, Shaw & Pfaffenberger, P.A.*  
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**From:** Steven D. Weber [<mailto:SWeber@bergersingerman.com>]  
**Sent:** Friday, March 20, 2015 5:04 PM  
**To:** Gary Woodfield  
**Cc:** Thomas Zeichman ([tzeichman@messana-law.com](mailto:tzeichman@messana-law.com))  
**Subject:** RE: Avellino's Response to Fourth RFP

Regarding your responses to the requests for production: Are you withholding documents in response to Request #9? If so, what documents are you withholding in response to request #9? It is unclear what objection you are asserting in response to Request No. 12 and you have not provided any privilege log in response to Request No. 12 as required.

Regarding your objection to the subpoena, your objections are conclusory. For example, what do you contend is private financial information? What information that you contend is not private financial information exists? Your objections do not state why the subpoena seeks information that is overbroad, unduly burdensome, irrelevant or not likely to lead to the discovery of admissible evidence. What privileges or immunity prevent disclosure?

We will call you at 10:30 a.m. on March 25<sup>th</sup>.

---

**From:** Gary Woodfield [<mailto:gwoodfield@haileshaw.com>]  
**Sent:** Friday, March 20, 2015 11:30 AM  
**To:** Steven D. Weber  
**Cc:** Thomas Zeichman ([tzeichman@messana-law.com](mailto:tzeichman@messana-law.com))  
**Subject:** RE: Avellino's Response to Fourth RFP

Fine. Can you advise me in advance your issues so that we try to expedite the process.

**Gary Woodfield, Esq.**  
*Haile, Shaw & Pfaffenberger, P.A.*  
660 U.S. Highway One, Third Floor  
North Palm Beach, FL 33408  
Telephone: (561) 627-8100

Facsimile: (561) 622-7603

Email: [gwoodfield@haileshaw.com](mailto:gwoodfield@haileshaw.com)

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**From:** Steven D. Weber [<mailto:SWeber@bergersingerman.com>]

**Sent:** Friday, March 20, 2015 11:28 AM

**To:** Gary Woodfield

**Cc:** Thomas Zeichman ([tzeichman@messana-law.com](mailto:tzeichman@messana-law.com))

**Subject:** RE: Avellino's Response to Fourth RFP

Will call you at 10:30 a.m.

---

**From:** Gary Woodfield [<mailto:gwoodfield@haileshaw.com>]

**Sent:** Friday, March 20, 2015 11:27 AM

**To:** Steven D. Weber

**Cc:** Thomas Zeichman ([tzeichman@messana-law.com](mailto:tzeichman@messana-law.com))

**Subject:** RE: Avellino's Response to Fourth RFP

March 25 at any time works.

**Gary Woodfield, Esq.**

*Haile, Shaw & Pfaffenberger, P.A.*

660 U.S. Highway One, Third Floor

North Palm Beach, FL 33408

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**From:** Steven D. Weber [<mailto:SWeber@bergersingerman.com>]

**Sent:** Friday, March 20, 2015 11:23 AM

**To:** Gary Woodfield

**Cc:** Thomas Zeichman ([tzeichman@messana-law.com](mailto:tzeichman@messana-law.com))

**Subject:** RE: Avellino's Response to Fourth RFP

Gary, let me know if you are available for a meet and confer on 3/23, 3/25, or 3/26.

Thank you

---

**From:** Gary Woodfield [<mailto:gwoodfield@haileshaw.com>]

**Sent:** Tuesday, March 17, 2015 10:04 AM

**To:** Zachary P. Hyman

**Cc:** [tzeichman@messana-law.com](mailto:tzeichman@messana-law.com); Steven D. Weber

**Subject:** RE: Avellino's Response to Fourth RFP

In Stuart tomorrow; Thursday would be best. Why don't you articulate your issues in advance so we can expedite the process.

**Gary Woodfield, Esq.**

*Haile, Shaw & Pfaffenberger, P.A.*

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**From:** Zachary P. Hyman [<mailto:ZHyman@bergersingerman.com>]

**Sent:** Tuesday, March 17, 2015 9:58 AM

**To:** Gary Woodfield

**Cc:** [tzeichman@messana-law.com](mailto:tzeichman@messana-law.com); Steven D. Weber

**Subject:** Avellino's Response to Fourth RFP

Gary,

We would like to schedule a meet and confer in connection with your responses to the Fourth Request for Production issued to Avellino. Please let me know when you'll be available during the next day or so.

Thank you,

Zach

 **BERGER SINGERMAN**

**Zachary P Hyman**

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