

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

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PF2 SECURITIES EVALUATIONS, INC.,

Index No. 151776/2014

Plaintiff,

**AMENDED ANSWER
AND COUNTERCLAIMS**

-against-

GUILLAUME FILLEBEEN and LEVEL 3
CONSULTANTS, LLC,

Defendants.

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GUILLAUME FILLEBEEN and LEVEL 3
CONSULTANTS, LLC,

Counterclaim-Plaintiffs

-against-

GENE PHILLIPS and ROBIN PHILLIPS

Additional Counterclaim-Defendants:

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Defendants, by and through their attorneys, the Law Office of Robert Steckman, P.C., as and for their Answer to the Complaint, and as for their counterclaims against Plaintiff and the Additional Counterclaim-Defendants, hereby allege as follows:

1. Defendants deny the allegations set forth in paragraphs 4, 5, 6, 7, 30, 38, 39, 42, 44, 45, 48, 49, 50, 51, 52, 53, 54, 55, 56, 60, 61, 62, 70, 71, 72, 73, 74, 80 - 83, 90, 91, 92, 94 - 100, 102, 104 - 112, 114 - 121, 123 - 134, 136 - 143, 145 - 155, 157 - 168, 170 - 182, 192, 193 and 196 of the Complaint.
2. Defendants deny knowledge and information sufficient to form a belief as to the truth of the allegations set forth in paragraphs 1, 8, 15 - 27, 31 - 37, 43, 47, 58, 59, 63, 64, 67, 69, 76, 101, 150, 187 - 191, 194 and 195 of the Complaint.

3. Defendants admit the allegations set forth in paragraphs 9, 10 and 46 of the Complaint
4. Defendants deny any factual allegations set forth in paragraphs 3, 13, 14, 28, 40, 41, 65, 66 and 68 of the Complaint and further, to the extent that such paragraphs state a conclusion of law, refers all such questions of law to this Honorable Court.
5. Defendants deny knowledge and information sufficient to form a belief as to the truth of the allegations set forth in paragraphs 2, 11, 12, 77, 78, 85 - 89 and 197 of the Complaint and further, to the extent that such paragraphs state a conclusion of law, refers all such questions of law to this Honorable Court.
6. Defendants reply to paragraph 75, 84, 93, 103, 113, 122, 135, 144, 156, 169, 183 and 186 of the Complaint by repeating and realleging each and every one of the answers to the allegations referred to therein as if fully contained herein below.

FIRST AFFIRMATIVE DEFENSE

7. The Complaint fails to state a cause of action upon which relief can be granted.

SECOND AFFIRMATIVE DEFENSE

8. Plaintiff is estopped from asserting the claims alleged in the Complaint on the grounds of unclean hands.

THIRD AFFIRMATIVE DEFENSE

9. Plaintiff's claims are barred by the doctrine(s) of accord and satisfaction.

FOURTH AFFIRMATIVE DEFENSE

10. Plaintiff's claims are barred or limited pursuant to the doctrines of laches, estoppel and waiver.

FIFTH AFFIRMATIVE DEFENSE

11. Plaintiff's claims are barred by its bad faith.

SIXTH AFFIRMATIVE DEFENSE

12. Plaintiff has failed to mitigate its damages.

SEVENTH AFFIRMATIVE DEFENSE

13. Plaintiff's action is barred because of its commercially unreasonable conduct.

EIGHTH AFFIRMATIVE DEFENSE

14. Plaintiff's action is barred by virtue of the parties prior course of dealings.

NINTH AFFIRMATIVE DEFENSE

15. Plaintiff's claims are barred as a result of its breach of the implied warranty of good faith and fair dealing.

TENTH AFFIRMATIVE DEFENSE

16. Plaintiff's action is barred by its contributory negligence.

ELEVENTH AFFIRMATIVE DEFENSE

17. Plaintiff has failed to join necessary and indispensable parties for the adjudication of this matter.

TWELFTH AFFIRMATIVE DEFENSE

18. Plaintiff's claims are barred due to Plaintiff's fraud against the Defendants.

THIRTEENTH AFFIRMATIVE DEFENSE

19. Plaintiffs have not and will not suffer irreparable harm if the relief requested in the Complaint is not granted.

COUNTER-CLAIMS

20. Defendants/Counterclaim-Plaintiffs repeat and reallege each and every allegation contained herein as if set forth in full, and additionally alleges as follows.

The Parties

21. Defendant/Counterclaim-Plaintiff GUILLAUME FILLEBEEN (“Fillebeen”) was at all relevant times herein a resident of the State of New York, County of New York.
22. Defendant/Counterclaim-Plaintiff LEVEL 3 CONSULTANTS, LLC (“L3C” hereafter collectively referred to with Fillebeen as “Defendants”) was, at all relevant times herein, a domestic corporation, with offices in the State of New York, County of New York.
23. Upon information and belief, Plaintiff, PF2 SECURITIES EVALUATIONS, INC. (“PF2”) was at all relevant times herein, a domestic corporation, with offices in the State of New York, County of New York.
24. Upon information and belief, Additional Counterclaim-Defendant, GENE PHILLIPS (“GP”) was at all times relevant herein, a resident of the State of New York
25. Upon information and belief, Additional Counterclaim-Defendant, ROBIN PHILLIPS, (“RP”, hereinafter referred to collectively with PF2 and GP as “PF2CD”) was at all times relevant herein, a resident of the State of California who regularly transacted business in the City, County and State of New York. Upon information and belief, RP is an attorney licensed to practice law in the State of California.

The Creation of PF2 Securities Evaluations, Inc.

26. In or about February, 2008, PF2 was formed for the purpose of providing consulting services to various third-parties in the financial and legal industries.
27. At the time of PF2's formation, the original PF2 shareholders, officers and directors were Fillebeen, GP and Mr. Mark Froeba, who generated By-Laws and minutes of directors meeting which explicitly state that each had received 10 issued shares of PF2, valued at Three-Thousand Three Hundred Thirty-Three and 33/100 (\$3,333.33) Dollars per share.

28. Upon information and belief, in or about September, 2008, GP's brother, the Additional Counterclaim Defendant, RP, was added as a shareholder of PF2.
29. Upon information and belief, RP purchased three shares of PF2 stock at the price of Ten Thousand and 00/100 (\$10,000.00) per share.
30. Upon information and belief, at all relevant times mentioned herein, RP was and is a shareholder, director, officer and/or employee of PF2.
31. Upon information and belief, in or about May 2010, PF2 purchased all shares belonging to Mr. Mark Froeba for an unknown amount.
32. Upon information and belief, at various time during the parties relationship, the total value of PF2 was set, by agreement between Fillebeen, GP and RP, at a sum between \$500,000.00 to \$1,8000,000.00.
33. At all relevant times herein, upon information and belief, no written Shareholders agreement, employment agreement and/or any other similar documentation relating to the parties obligations to PF2 was issued and/or executed by and between Fillebeen, GP and RP.
34. Fillebeen was at all relevant times herein trained and experienced in the programming, coding and generation of computer models for purpose of projecting returns on various investment products (the "CDO Models").
35. Fillebeen created and generated his own proprietary CDO Models prior to his the formation of PF2.
36. At no time did any of the parties enter into any oral and/or written agreement by which Fillebeen transferred ownership of his proprietary CDO Models to PF2 and/or the PF2CDs.
37. Fillebeen, in connection with his work efforts at PF2 and in addition to his other work obligations, was solely responsible for the creation and modification of the CDO Models

which were and continue to be utilized by PF2.

38. The use of CDO Models is commonplace in the relevant financial industries.
39. Each CDO model is specifically designed for the purpose of analyzing each particular investment opportunity, and must be extensively modified by an individual with knowledge of the coding process before any aspect of the CDO can be utilized for another investment opportunity and/or customer.

The Dispute

40. Upon information and belief, in or about 2012, GP began making negative comments to Fillebeen and to other third parties, including, but not limited to various PF2 employees, stating that Fillebeen's professional input and usefulness to PF2 were no longer needed and further stating that Fillebeen did not have the authority to make significant decisions for PF2's future.
41. These statements were made by GP despite the fact that PF2's income was partially dependent on its use of the CDO Models that Fillebeen personally created and modified.
42. Upon information and belief, the improper statements and actions undertaken by GP were a result of discussions and communications between GP and his brother RP, who is an attorney licensed in the State of California, during which the brothers devised a plan to provide Fillebeen with false information in order to induce him to sell his shares in PF2 for significantly less than fair market value in order to avoid having to include him in the distribution of PF2 profits in the future.
43. In or about November 2012, GP approached Fillebeen and stated that PF2 was not achieving profits which would allow for the company to continue in the manner GP had anticipated at the time PF2 was formed. GP had attempted to change PF2's focus from analysis of CDO

Models to litigation consulting, which was outside Fillebeen's area of expertise.

44. GP and RP thereafter communicated to Fillebeen that he was no longer welcome at PF2, and falsely stated that PF2s finances were in a dire state, and therefore PF2 was only able to pay Fillebeen a fraction of the value of his PF2 shares.
45. These statements were known to be false at the time they were made to Fillebeen, and solely made for the purpose of obtaining Fillebeen's interest in PF2, as well the use of his proprietary CDO Models, without properly compensation Fillebeen for same.
46. Upon information and belief, GP and RP intentionally misrepresented the value of PF2 to Fillebeen in order to induce him to sell his shares to them at a price which was significantly below the fair market value for same.
47. As a result of these false statements, which were knowingly false at the time they were made by GP and/or RP, Fillebeen agreed to accept payment for his PF2 shares in an amount that was significantly less than the agreed upon and/or actual fair market value of his PF2 shares (the "Agreement").
48. Upon information and belief, Fillebeen was thereafter retained as a consultant of PF2 for a period of approximately two months, at a significantly reduced rate of payment, however, at no time relevant herein was Fillebeen identified as an 'employee' of PF2, as alleged in the Complaint.
49. PF2 has and continues to use Fillebeen's proprietary CDO Models and code without permission and/or without properly compensating Fillebeen for their use of his intellectual property.
50. Additionally, as Plaintiff has admitted in paragraph 2 of the Complaint, PF2 is a closely held corporation, and therefore in accordance with applicable law, GP and RP have a heightened

fiduciary responsibility to Fillebeen as co-shareholders, officers and directors of PF2.

51. Fillebeen has made due demand to GP and RP for an accounting of PF2 profits, for review of PF2's books and also attempted to call shareholder meetings in order to address Fillebeen's numerous concerns as a shareholder of PF2, including, but not limited to GP and RP's impropriety, waste, failure to account for dividends not paid to Fillebeen and/or self-dealing.
52. GP and RP have failed to comply with these demands as well as their fiduciary obligations to Fillebeen, and further have made knowingly made various factually incorrect statements to Fillebeen with regard to PF2s profits, business practices and/or value.
53. Irrespective of the forgoing, upon information and belief, further demand upon PF2 would be futile since the only remaining PF2 directors are GP and RP.

Level 3 Consultants

54. After being forced out by GP and RP, Fillebeen formed L3C for the purpose of continuing to make a living and provide income for himself using his basic knowledge of computer models and coding.
55. At no time did L3C utilize any CDO Models that were used exclusively by PF2.
56. In fact, it would be impossible to utilize any CDO Models created for a PF2 customer, since each CDO model must be tailored to the details of each particular investment. PF2's statements in the complaint are therefore false and misleading to the extent there is any claim that Fillebeen has utilized any of PF2's 'property' in connection with his efforts to advance his career and provide for his basic needs.
57. However, PF2 would be unable to support any current clients without having access and use to the basic code which was developed by Fillebeen. Upon information and belief, PF2 has

employed other individuals who have and continue to use and modify the code personally developed by Fillebeen prior to the formation of PF2.

58. Furthermore, at all relevant times herein, the PF2CDs were aware that Fillebeen had made significant modifications to his own CDO Models, in connection with his efforts to commence the L3C business.
59. Upon information and belief, L3C was only utilized by Fillebeen for the purpose of assisting one client who had no prior contact with PF2, and the total gross amount received by L3C was approximately One Thousand Two Hundred Fifty Dollars (\$1,250.00).
60. Moreover, Fillebeen had advised GP of Fillebeen's independent efforts to provide services to clients in need of CDO Model services before the formation of Defendant L3C, and no objection was made by GP or PF2 at that time.
61. At no time did L3C provide services to any PF2 clients.
62. L3C ceased all its relevant operations in or about March 2013 because Fillebeen was hired as an employee of a third-party corporation.
63. Fillebeen also provided the PF2CDs with an opportunity to review all CDO Models used by L3C. At that time, none of the PF2CDs made any statement to Fillebeen indicating that the L3C CDO Models were infringing and/or were the sole property of PF2.

The Second Dispute

64. Finally, in or about March 2013, the PF2CDs refused to properly compensate Fillebeen for his PF2 shares, and by letter dated May 20, 2013, the PF2CDs stated that: (1) they had made various unilateral offsets and/or deductions from the amount due Fillebeen, (2) Fillebeen was no longer considered a shareholder of PF2, (3) the PF2CDs demanded repayment of certain sums previously paid to and received by Fillebeen, and (4) presented Fillebeen with a check

in an amount which was significantly less than the sums due and outstanding to him. Fillebeen never cashed the check received with this letter.

65. Moreover, the PF2CD's improperly claimed in their May 20, 2013 letter that Fillebeen was in possession of certain PF2 property, including, but not limited to certain computer equipment, however, Fillebeen had offered to return all such equipment at the time of termination of his relationship with PF2, and was told he should keep such items. The PF2CDs made no prior demand for the return of such items at any time before the aforementioned payment dispute arose between the parties to this action.
66. As a result of the PF2CDs improper acts, Fillebeen wrote GP to advise that the PF2CDs were in breach of numerous obligations to him, and that the parties should engage in further discussions regarding same. This action was commenced by Plaintiffs soon thereafter, while the parties were still in the process of engaging in settlement discussions.

AND AS A FIRST COUNTERCLAIM FOR BREACH OF CONTRACT
(against Defendant PF2)

67. Defendants repeat and reallege each and every allegation contained herein as if set forth in full, and additionally alleges as follows.
68. Fillebeen timely and properly performed all conditions on his part to be performed pursuant to his obligations to PF2.
69. Plaintiffs have breached various terms of the Agreement, including, but not limited to its payment obligations to Fillebeen, their obligation to properly compensate Fillebeen as a shareholder of PF2, and their obligation to pay Fillebeen fair market value for his shares of PF2.
70. Plaintiffs fraudulent actions, as alleged above, which were made during the negotiation of the Agreement including, but not limited to PF2's financial status, were sufficient to cause

Defendant to make a unilateral mistake as to the amounts that should be paid Fillebeen for his shares of PF2.

71. Plaintiff's fraudulent acts are therefore a basis for this Court to engage in reformation of the Agreement, so as to revise the terms of the Agreement and provide Fillebeen with the fair value for his PF2 shares.
72. In fact, Plaintiff's attempt to provide Fillebeen with a reduced sum (see ¶64) for his PF2 shares demonstrates that reformation of the Agreement is warranted herein.
73. Fillebeen has also duly demanded that Plaintiff, GP and RP comply with the terms of the Agreement.
74. Fillebeen requests reformation as to the amounts due him under the Agreement on the basis of his unilateral mistake which arises from the fraudulent statements made to him by Plaintiff, GP and RP.
75. Plaintiffs have failed and refused to comply with the original terms of the Agreement and/or to revise the Agreement to reflect the actual value of Fillebeen's PF2 shares. As such, Plaintiff is in breach of the Agreement.
76. By reason of the foregoing, Fillebeen has been damaged in an indeterminate amount to be proven at trial, plus interest as allowed by law.

AND AS A SECOND COUNTERCLAIM FOR AN ACCOUNTING
(as Defendant PF2)

77. Defendants repeat and reallege each and every allegation contained herein as if set forth in full, and additionally alleges as follows.
78. At all relevant times herein Fillebeen was and is a shareholder of PF2.
79. Fillebeen has made due demand for an accounting of PF2 profits, distributions, tax returns and other similar items

80. Plaintiffs are therefore obligated under law to provide an accounting of PF2s profits and dividends issued, as well as all documents demanded by Fillebeen, under applicable law.
81. An accounting of the sums due Fillebeen is required to assess Fillebeen damages.
82. Fillebeen has duly demanded that Plaintiffs render a formal accounting for the amounts due Fillebeen.
83. Despite due demand, Plaintiffs have refused such demand, and no accounting has occurred.
84. As a result, Fillebeen requests that this Court issue an Order requiring Plaintiffs to render a formal accounting of PF2.

AND AS A THIRD COUNTERCLAIM FOR UNJUST ENRICHMENT
(against PF2, GP and RP)

85. Defendants repeat and reallege each and every allegation contained herein as if set forth in full, and additionally alleges as follows.
86. As set forth above, PF2CDs owe certain sums to Fillebeen, representing payment due for the fair market value of Fillebeen's PF2 shares.
87. Moreover, the PF2CDs owe certain sums to Fillebeen, representing payment due for the continuing use of Fillebeen's proprietary CDO Models.
88. Despite due demand, the PF2CDs have failed and refused to forward these sums due to Fillebeen and/or to properly compensate Fillebeen for their use of Fillebeen's intellectual property.
89. By reason of the foregoing, Fillebeen has been damaged in an indeterminate amount to be proven at trial, plus interest as allowed by law.

AS AND FOR A FOURTH COUNTER-CLAIM FOR CONVERSION
(against PF2, GP and RP)

90. Defendants repeat and reallege each and every allegation contained herein as if set forth in

full, and additionally alleges as follows.

91. At all times relevant herein, Fillebeen was the rightful owner of certain assets and property in the possession of PF2, including the CDO Models, certain PF2 trade secrets, Fillebeen's proprietary information regarding the CDO Models, PF2's goodwill, assets, customer lists, and other property which were supplied to PF2 by Fillebeen (the "Fillebeen Property").
92. Fillebeen never entered into any agreement with PF2 under which he transferred the Fillebeen Property to PF2.
93. As such, Fillebeen has been, and continues to be, entitled to immediate possession of the Fillebeen Property.
94. The diversion of the Fillebeen Property was made for the PF2CDs own personal gain and benefit, at Fillebeen's expense, and without Fillebeen's permission.
95. In this regard, the PF2CDs have converted Fillebeen's property by intentionally and unlawfully exercising ownership, dominion and control over the Fillebeen Property, and further, have intentionally attempted to prevent Defendants from engaging in continued employment efforts in denial and repudiation of Defendants rights thereto, including, but not limited to the PF2CDs improper attempts to have Fillebeen cease L3C's legitimate business operations.
96. Through various unlawful and improper acts, including, but not limited to the false and/or misleading statements made by GP and RP to induce Fillebeen to sell his interest in PF2 in an amount significantly less than fair market value, the PF2CDs have intentionally taken sole and exclusive possession of the Fillebeen Property to Defendants exclusion.
97. GP and RP have undertaken these efforts in a specific and calculated manner, for the purpose of preventing Fillebeen from recovering a reasonable return on his investment and/or to

engage in further business opportunities utilizing the Fillebeen Property he created prior to the formation of PF2.

98. The PF2CDs are without excuse or justification for these acts.
99. As a result of these acts, Defendants have been injured in an indeterminate amount to be proven at trial, but in no event less than \$1,000,000.00.

AS AND FOR A FIFTH COUNTER-CLAIM FOR WASTE
(against GP and RP)

100. Defendants repeat and reallege each and every allegation contained herein as if set forth in full, and additionally alleges as follows.
101. GP and RP's actions and inactions amount to waste of corporate assets and a theft and waste of corporate opportunities. These actions and inactions are set forth in detail above, and include but are not limited to: theft of business opportunities from Fillebeen, the diversion of business assets, the failure to fulfill his business obligations and failure to protect the business' interests.
102. These actions by GP and RP were undertaken in violation of their fiduciary duties and without proper authorization.
103. Each of these actions were undertaken by GP and RP intentionally, and with knowledge that they would result in damage to Fillebeen.
104. GP and RP have further undertaken a plot to deliberately conceal their actions to the further detriment of Fillebeen.
105. GP and RP have thus failed to perform their duties as shareholders, directors and officers of PF2, and have wasted, diverted, misapplied and dissipated the assets of PF2, causing extensive damage to Fillebeen.
106. As a result of these acts, Fillebeen has sustained grave economic injury in an indeterminate

amount to be proven at trial.

AS AND FOR A SIXTH COUNTER-CLAIM FOR DIRECTOR MISCONDUCT
(against GP and RP)

107. Defendants repeat and reallege each and every allegation contained herein as if set forth in full, and additionally alleges as follows.
108. GP and RP's actions as set forth in detail above, constitute misconduct pursuant to BCL §720, and include:
- a. the neglect of, or failure to perform, and other violations of duties of management and disposition of corporate assets committed to their charge;
 - b. the acquisition by themselves, transfer to others, loss and waste of corporate assets due to neglect, failure to perform and other violations of their duties.
109. Fillebeen further seeks to set aside all unlawful conveyances, assignments and transfers of corporate assets made by PF2, GP, RP and/or their designees.
110. As a result of these acts, Fillebeen has sustained grave economic injury in an indeterminate amount to be proven at trial.

AS AND FOR A SEVENTH COUNTER-CLAIM FOR BREACH OF FIDUCIARY DUTY
(against GP and RP)

111. Defendants repeat and reallege each and every allegation contained herein as if set forth in full, and additionally alleges as follows.
112. GP and RP additionally owes a fiduciary duty to Fillebeen in their capacity as shareholders, directors and officers of PF2.
113. These fiduciary duties include but are not limited to a duty of trust, good faith, fair dealing and loyalty. This obligation is further augmented by PF2's status as a closely held

corporation.

114. As a result of GP and RP's numerous wrongful and intentional actions, including but not limited to diversion of customers and business, self-dealing, issuing false statements and misrepresentations to defendants, usurpation of corporate opportunities, theft of corporate assets and profits, failure to account for profits, and failure to fulfill their other management obligations, GP and RP have breached their fiduciary duties to Fillebeen.
115. By reason of GP and RP's breach of fiduciary duty, Fillebeen has been damaged in an indeterminate amount to be proven at trial, but in no event less than \$1,000,000.00.

AS AND FOR A EIGHTH COUNTER-CLAIM FOR FRAUDULENT INDUCEMENT
(against PF2, GP and RP)

116. Defendants repeat and reallege each and every allegation contained herein as if set forth in full, and additionally alleges as follows.
117. In the alternative to Fillebeen's first counterclaim for breach of contract, Fillebeen seeks rescission of any purported agreement to sell his shares of PF2.
118. GP and RP made certain false and misleading statements to Fillebeen (hereinafter the "False Statements") to wit:
1. that Fillebeen's CDO Models were not useful to PF2;
 2. The financial condition of the PF2 was poor and that Fillebeen should therefore not anticipate receipt of sufficient income to support his basic needs; and
 3. That PF2 lacked sufficient capital to pay Fillebeen fair market value for his shares of PF2 stock.
119. GP and RP knew that these statements were false at the time the False Statements were made.
120. GP and RP made the False Statements to induce Fillebeen to: (i) sell his shares in PF2 for

- significantly less than fair market value; (ii) to have Fillebeen terminate his relationship with PF2; and (iii) to obtain the CDO Models without properly compensating Fillebeen for same.
121. GP and RP knew at the time they made the statements that Fillebeen would have reason to rely upon the False Statements and would undertake substantial expenditures and efforts to his detriment in reliance thereon.
122. As a result, Fillebeen was mistaken regarding the value of his shares in PF2, and entered into the Agreement on the basis of the fraudulent statements made by GP and RP.
123. Accordingly, Fillebeen seeks rescission and/or reformation of any purported agreement between the parties and further request damages in an indeterminate amount to be proven at trial, plus punitive damages plus interest as allowed by law, plus reasonable attorney's fees.

AS AND FOR A NINTH COUNTER-CLAIM FOR FRAUD
(against GP and RP)

124. Defendants repeat and reallege each and every allegation contained herein as if set forth in full, and additionally alleges as follows.
125. At all times described herein, the defendants GP and RP engaged in a wrongful course of conduct in which they knowingly and recklessly made misrepresentations to Defendants concerning their intentions relating to PF2's financial status, and further concealed the fact that they did not intend to abide by any agreement made with Fillebeen.
126. This conduct acted as a fraud upon the Defendant, and induced the Defendant to: (i) continue to provide services to PF2, including, but not limited to developing and modifying the CDO Models for PF2; (ii) expend significant effort and personal sums to assist with the expansion of PF2's business; and (iii) disclose certain proprietary information relating to the development of CDO Models.

127. GP and RP knowingly engaged in this fraudulent scheme designed to defraud Fillebeen out of his proprietary knowledge, funds, business efforts and goodwill.
128. At the time the representations were made, Fillebeen was unaware of the falsity of these representations and believed them to be true and complete.
129. Fillebeen's reliance upon the GP and RP statements was justified because GP and RP had previously entered into various other agreements with Fillebeen without altercation, and Plaintiff was led to believe that GP and RP would act in the best interest of PF2, not for the personal interest of GP and RP.
130. As a result of the fraud, Defendants have been damaged in an indeterminate amount to be proven at trial, but in no event less than \$1,000,000.00, plus punitive damages, plus reasonable attorney's fees, plus interest as allowed by law.

WHEREFORE, Defendant/Counterclaim-Plaintiffs demand judgment against the Plaintiff and Additional Counterclaim Defendants as follows:

- A. Dismissing the Complaint herein; and
- B. On Defendant/Counterclaim-Plaintiffs' first counterclaim, judgment in favor of Fillebeen in an indeterminate amount to be proven at trial, plus interest as allowed by law;
- C. On Defendant/Counterclaim-Plaintiffs' second counterclaim for an accounting, an Order requiring Plaintiffs to render a formal accounting of all sums invoiced and/or received by Plaintiff during the course of the parties relationship.
- D. On Defendant/Counterclaim-Plaintiffs' third counterclaim, judgment in favor of Fillebeen in an indeterminate amount to be proven at trial, plus interest as allowed by law;
- E. On Defendant/Counterclaim-Plaintiffs' fourth counterclaim, judgment in favor of

Defendants in an indeterminate amount to be proven at trial, but in no event less than \$1,000,000.00. plus interest as allowed by law;

- F. On Defendant/Counterclaim-Plaintiffs' fifth counterclaim, judgment in favor of Fillebeen in an indeterminate amount to be proven at trial, plus interest as allowed by law;
- G. On Defendant/Counterclaim-Plaintiffs' sixth counterclaim, judgment in favor of Fillebeen in an indeterminate amount to be proven at trial, plus interest as allowed by law;
- H. On Defendant/Counterclaim-Plaintiffs' seventh counterclaim, judgment in favor of Fillebeen in an indeterminate amount to be proven at trial, but in no event less than \$1,000,000.00, plus interest as allowed by law;
- I. On Defendant/Counterclaim-Plaintiffs' eighth counterclaim, judgment in favor of Fillebeen in an indeterminate amount to be proven at trial, plus interest as allowed by law, plus reasonable attorneys fees;
- J. On Defendant/Counterclaim-Plaintiffs' ninth counterclaim, judgment in favor of Defendants in an indeterminate amount to be proven at trial, but in no event less than \$1,000,000.00, plus interest as allowed by law, plus reasonable attorneys fees;
- K. Judgment for defendants for the costs, disbursements and reasonable attorneys fees incurred by defendants in this action; and

L. For such other and further relief as this Court may deem just and proper.

Dated: New York, New York
June 17, 2014

LAW OFFICE OF ROBERT STECKMAN, P.C.

A handwritten signature in blue ink, appearing to read 'R. Steckman', is written over a horizontal line.

By: Robert M. Steckman
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