

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

KASOWITZ LLP,

Plaintiff,

-against-

JDS DEVELOPMENT GROUP LLC and
MICHAEL STERN,

Defendants.

Index No.:

Date Purchased:

Plaintiff designates New York County
as the place of trial

SUMMONS

The basis for venue is Plaintiff's
principal place of business: 1633
Broadway, New York, NY 10019

TO THE ABOVE-NAMED DEFENDANTS:

YOU ARE HEREBY SUMMONED to answer the complaint in this action and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance, on the Plaintiff's Attorneys within twenty (20) days after the service of this summons, exclusive of the day of service (or within 30 days after the service is complete if this summons is not personally delivered to you within the State of New York); and upon your failure to answer, judgment will be taken against you for by default for the relief demanded in the complaint.

Dated: New York, New York
October 14, 2025

KASOWITZ LLP

By: /s/ Joshua A. Siegel
Joshua A. Siegel
Mitchell R. Schrage
1633 Broadway
New York, New York 10019
(212) 506-1700

Attorneys for Plaintiff

TO: JDS Development Group LLC
c/o Corporate Creations Network Inc., Registered Agent
600 Mamaroneck Avenue, #400
Harrison, New York 10528

Michael Stern
120 NE 27th Street, Suite 200
Miami, FL 33137

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COMPLAINT

Plaintiff Kasowitz LLP (“Kasowitz”), as and for its Complaint against defendants JDS Development Group LLC and Michael Stern (together, “Defendants”), alleges as follows:

PARTIES

1. Kasowitz, a New York limited liability partnership, is a law firm with an office located at 1633 Broadway, New York, New York 10019.
2. Defendant JDS Development Group LLC (“JDS”) is a Delaware limited liability company owned and managed by defendant Michael Stern (“Stern”), duly registered and doing business under the laws of the State of New York, with an address c/o Corporate Creations Network Inc., 600 Mamaroneck Avenue, #400, Harrison, New York 10528.
3. Defendant Stern is an individual residing in the State of Florida, with an address located at 120 NE 27th Street, Suite 200, Miami, Florida 33137.

JURISDICTION AND VENUE

4. Personal jurisdiction over Defendants is proper pursuant to CPLR §§ 301 and 302.
5. Venue is proper in New York County pursuant to CPLR § 503 in that at least one party resides in this county.

6. As the amount in controversy exceeds \$50,000, there is no jurisdiction for arbitration pursuant to Part 137 of the Rules of the Chief Administrator of the Courts of the State of New York.

FACTS

7. Pursuant to various written agreements, including a general representation agreement dated April 23, 2014 between Kasowitz and JDS, and other agreements between Kasowitz and Stern (collectively, the “Retention Agreement”), Defendants engaged Kasowitz to perform professional legal services in connection with numerous matters over more than a decade, including several real estate disputes implicating JDS, its related companies, and Stern, individually (collectively, the “Engagement”).

8. Defendants requested that Kasowitz render legal services and advice in connection with the Engagement.

9. Kasowitz rendered professional legal services for the benefit of Defendants, and incurred expenses and disbursements attendant thereto. Kasowitz performed such services, and Defendants accepted such services, without objection, protest or rejection.

10. Kasowitz rendered professional legal services, and advanced reasonable and necessary expenses and disbursements, for the benefit of Defendants and pursuant to the Retention Agreement, in the City, County and State of New York.

11. Kasowitz issued invoices to Defendants for the services Kasowitz rendered and for the related expenses incurred that Defendants are obligated to pay.

12. Defendants did not timely object to, protest, or reject Kasowitz’s unpaid invoices and disbursements incurred.

13. To the contrary, Stern, who manages and controls JDS and its affiliated companies, made repeated promises to Kasowitz to pay its invoices in full.

14. To date, however, despite repeated written demands for payment, Defendants have failed and refused to pay Kasowitz the unpaid balance in the amount of \$2,723,420.83.

AS AND FOR A FIRST CAUSE OF ACTION

(Breach of Contract – Retention Agreement)

15. Kasowitz repeats, reiterates and realleges each and every allegation contained in the preceding paragraphs with the same force and effect as though set forth at length herein.

16. The Retention Agreement is a valid and enforceable contract between the parties.

17. Kasowitz has performed each and every obligation under the Retention Agreement.

18. Defendants breached their obligations under the Retention Agreement by failing and refusing to pay the fees and disbursements incurred thereunder, despite the fact that Defendants had requested and accepted the services provided by Kasowitz without objection, protest or rejection.

19. Despite repeated demands for payment from Kasowitz to Defendants, there remains outstanding and due Kasowitz from Defendants the sum of \$2,723,420.83.

20. By reason of the foregoing breach of contract, Kasowitz has been damaged in the sum of \$2,723,420.83, plus interest, costs and attorney's fees.

AS AND FOR A SECOND CAUSE OF ACTION

(Quantum Meruit)

21. Kasowitz repeats, reiterates and realleges each and every allegation contained in the preceding paragraphs with the same force and effect as though set forth at length herein.

22. Defendants requested Kasowitz's services and received the benefit of Kasowitz's services.

23. Defendants accepted Kasowitz's services without timely objection, protest or rejection.

24. The fair and reasonable value of the services rendered by Kasowitz to Defendants at Defendants' specific request that remains unpaid is \$2,723,420.83.

25. Despite repeated written demands for payment from Kasowitz to Defendants, there remains outstanding and due Kasowitz from Defendants the sum of \$2,723,420.83.

26. By reason of the foregoing, and pursuant to the theory of quantum meruit, Kasowitz has been damaged in an amount not less than \$2,723,420.83, plus interest, costs and attorney's fees.

AS AND FOR A THIRD CAUSE OF ACTION

(Account Stated)

27. Kasowitz repeats, reiterates and realleges each and every allegation contained in the preceding paragraphs with the same force and effect as though set forth at length herein.

28. Kasowitz rendered to Defendants invoices for services rendered and expenses generated, which, at the time sent, was received without timely objection, protest or rejection.

29. Defendants did not timely object to, protest, or reject Kasowitz's unpaid invoices or statements of account.

30. By reason of the foregoing, Defendants are liable to Kasowitz, pursuant to the theory of account stated, in an amount not less than \$2,723,420.83, plus interest, costs and attorney's fees.

WHEREFORE, Plaintiff demands judgment against Defendants on each cause of action in the amount of \$2,723,420.83, plus interest, costs and attorney's fees; and such further and different relief as to this Court seems just and proper.

Dated: New York, New York
October 14, 2025

KASOWITZ LLP

By: /s/ Joshua A. Siegel
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Mitchell R. Schrage

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New York, New York 10019
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Attorneys for Plaintiff