

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

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AIRS CAPITAL FUNDING, LLC,

Index No. _____

Plaintiff,

Date Filed: May 9, 2019

- against -

SUMMONS

GREEN NOTE CAPITAL PARTNERS INC.,
GABRIEL MANN a/k/a GABE MANN and
ISAAC KASSAB,

Defendants.
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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 Plaintiff's Attorney within twenty (20) days after the service of this summons, exclusive of the day of service (or within thirty (30) days after the service is complete if this summons is not personally delivered to you within the State of New York); and in case of your failure to answer or appear, judgment will be taken against you by default for the relief demanded in the notice set forth below and in the complaint.

Plaintiff designates Kings County as the venue for trial. The basis for venue is that defendants reside in Kings County and/or their principal place of business is located in Kings County.

Dated: Cedarhurst, New York
May 9, 2019

JACOBOWITZ NEWMAN TVERSKY LLP
Attorneys for Plaintiff

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**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS**-----X
AIRS CAPITAL FUNDING, LLC,

Index No. _____

Plaintiff,

Date Filed: May 9, 2019

- against -

VERIFIED COMPLAINTGREEN NOTE CAPITAL PARTNERS INC.,
GABRIEL MANN a/k/a GABE MANN and
ISAAC KASSAB,Defendants.
-----X

Plaintiff AIRS CAPITAL FUNDING, LLC, by and through its attorneys Jacobowitz Newman Tversky LLP, for its Verified Complaint against defendants GREEN NOTE CAPITAL PARTNERS INC., GABRIEL MANN a/k/a GABE MANN and ISAAC KASSAB (collectively, the “Defendants”) alleges as follows:

PARTIES

1. Plaintiff Airs Capital Funding, LLC (“Plaintiff” or “ACF”) is a New Jersey Limited Liability Company, having an address at 315 12th Street #12, Palisades Park, New Jersey 07650.

2. Upon information and belief, Defendant Green Note Capital Partners Inc. (“Green Note”) is a Delaware Corporation having a principal place of business at 1202 Avenue U, Brooklyn, NY 11229-4107.

3. Upon information and belief, Defendant Gabriel Mann a/k/a Gabe Mann (“Mann”) is an individual residing in Brooklyn, New York and the owner and principal of Green Note.

2. Upon information and belief, Defendant Isaac Kassab (“Kassab”) is an individual residing at 2161 Ocean Parkway, Brooklyn, New York 11223 and a principal of Green Note.

FACTS COMMON TO ALL CLAIMS FOR RELIEF

3. Defendant Green Note is a merchant cash advance funder (“MCA Funder”), in the business of purchasing accounts receivable from merchants, who are often referred to Defendant by independent sales organizations (“ISOs”) such as Plaintiff.

4. Upon receiving a referral from an ISO, Green Note may enter into an agreement directly with the merchant for the purchase of its future receivables. Alternatively, Green Note may refer the merchant to another MCA Funder who will then contract with the merchant for purchase of its future receivables.

5. On or about November 1, 2018, Plaintiff and Green Note entered into an agreement (the “ISO Agreement”) whereby Green Note agreed to compensate Plaintiff for each merchant it referred to Green Note that, as a result of Plaintiff’s referral, entered into an agreement for the purchase and sale of future receipts.

6. ACF subsequently referred a business named Bella Fresh Phoenix LLC (hereinafter, the “Merchant”) to Green Note.

7. Green Note, in turn, referred the Merchant to another MCA Funder, Ace Funding Source, LLC and related companies Smart Business and Fast Business Financial, LLC (collectively referred to as the “AFS Companies”).

8. In exchange for the initial referral of the Merchant by ACF, Green Note promised that, upon due execution of an agreement between the Merchant and any one of the AFS Companies, Green Note would pay ACF a commission equal to 7 percent of the amount funded to the Merchant under such agreement.

9. In an e-mail sent on November 2, 2018, Gabe Mann confirmed Green Note's promise to pay to ACF a commission equal to 7 percent of the funded amount.

10. In reliance upon the ISO Agreement and the express promises made by Green Note and its principals, Plaintiff continued to facilitate an agreement to fund the Merchant by, among other things, obtaining financial and other information from the Merchant and providing such information to Green Note and the AFS Companies.

11. Upon information and belief, the Merchant never had any direct communications with Green Note.

12. Upon information and belief, the Merchant never had any direct communications with the AFS Companies.

13. Upon information and belief, the Merchant never provided any documents or other information directly to Green Note.

14. Upon information and belief, the Merchant never provided any documents or other information directly to the AFS Companies.

15. On November 5, 2018, based on ACF's referral and the information provided by the Merchant, through Plaintiff, to Green Note and the AFS Companies, the Merchant entered into an agreement with Smart Business for the purchase and sale of future receipts (the "MCA Agreement").

16. Plaintiff facilitated the execution of the MCA Agreement by, among other things, transmitting the MCA Agreement to the Merchant for signature and, subsequently, transmitting the executed MCA Agreement to Smart Business.

17. Pursuant to the MCA Agreement, Smart Business acquired the right to receive \$1,399,000.00 of the Merchant's future accounts receivable (the "Purchased Amount") for a

purchase price of \$1,000,000 (the “Funded Amount”). The MCA Agreement provided for daily payments of \$11,658.00 (the “Daily Amount”) to be debited by Smart Business from the Merchant’s bank account. Said Daily Amount represented an estimated 12 percent of the Merchant’s daily receipts.

18. Upon information and belief, upon execution of the Merchant Agreement and payment by Smart Business to the Merchant of the \$1,000,000.00 Funded Amount (net of a \$120,000.00 origination fee), the AFS Companies promptly paid to Green Note a commission in the amount of \$90,000.00.

19. Pursuant to the terms of the agreement between ACF and Green Note and the express promises of Green Note’s principals Mann and Kassab, upon the Merchant’s receipt of the Funded Amount pursuant to the duly executed MCA Agreement, Green Note became obligated to pay to ACF a commission in the amount of \$70,000.00, *i.e.*, 7 percent of the Funded Amount.

20. On February 14, 2019, by e-mail from Plaintiff’s principal George Milas to Kassab, Plaintiff demanded payment of its \$70,000.00 commission (the “February Demand”).

21. In response to the February Demand, Kassab falsely claimed that Green Note only agreed to pay the \$70,000.00 commission to Plaintiff “after the loan is complete”; *i.e.*, once Smart Business received from the Merchant the full Purchased Amount under the MCA Agreement. Nonetheless, Kassab acknowledged that in no event later than the date upon which Smart Business would receive the full Purchased Amount under the MCA Agreement, Green Note had agreed to pay the \$70,000.00 commission to Plaintiff.

22. On or about March 20, 2019, the Merchant paid to Smart Business the full outstanding balance of the Purchased Amount and Smart Business, through Plaintiff, provided

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