

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS

SAMSON MCA LLC

Plaintiff

-against-

IJNA HOME HEALTH SERVICES, LLC D/B/A IJNA
NURSING SERVICES and
BRANDON A DIXON

Defendants

Index No.:

Date Purchased

SUMMONSPlaintiff address is
90 JOHN STREET
NEW YORK, NY 10038

TO THE ABOVE NAMED DEFENDANTS:

YOU ARE HEREBY SUMMONED and required to serve upon Plaintiff attorney, at the address stated below, an answer to the attached complaint. If this summons was personally delivered upon you in the State of New York, the answer must be served within twenty days after such service of the summons, excluding the date of service. If the summons was not personally delivered to you within the State of New York, the answer must be served within thirty days after service of the summons is complete as provided by law.

If you do not serve an answer to the attached complaint within the applicable time limitation stated above, a judgment may be entered against you, by default, for the relief demanded in the complaint, without further notice to you.

The basis for venue is pursuant to the Contract entered into between the parties.

Dated: New York, New York
May 28, 2021

Ariel Bouskila

Ariel Bouskila, Esq.
Berkovitch & Bouskila, PLLC
Attorneys for Plaintiff
80 Broad St Suite 3303
New York, New York 10004
Phone:(212)729-1477
Fax:(347)342-3192

Defendants to be served:

IJNA HOME HEALTH SERVICES, LLC
D/B/A IJNA NURSING SERVICES
2379 NE LOOP 410 STE 117
SAN ANTONIO, TX 78217

BRANDON A DIXON
13130 Fairacres Way
San Antonio, TX 78217

SUPREME COURT OF THE STATE OF NEW YORK
 COUNTY OF KINGS

SAMSON MCA LLC

Plaintiff,

-against-

IJNA HOME HEALTH SERVICES, LLC D/B/A IJNA NURSING
 SERVICES and
 BRANDON A DIXON

Defendants

Index No.:

**VERIFIED
 COMPLAINT**

Plaintiff SAMSON MCA LLC ("Plaintiff"), by its attorney, Ariel Bouskila Esq., for its complaint herein against IJNA HOME HEALTH SERVICES, LLC D/B/A IJNA NURSING SERVICES (referred to collectively as "Company Defendant") and BRANDON A DIXON ("Guarantor") (Company Defendant and Guarantor collectively "Defendants"), alleges as follows:

The Parties

1. At all relevant times, Plaintiff was and is an entity authorized to do business in the State of New York.
2. Upon information and belief, at all relevant times, Company Defendant was and is a company organized and existing under the laws of the State of TX.
3. Upon information and belief, at all relevant times, Guarantor was and is an individual residing in the State of TX.

The Facts

4. On or about April 12, 2021, Plaintiff and Defendants entered into a revenue purchase agreement (the "Agreement") whereby Plaintiff agreed to purchase all rights to Company Defendant's future receivables having an agreed upon value of \$5,800.00. A copy of the agreement is annexed hereto as Exhibit A.

5. Pursuant to the Agreement, Company Defendant agreed to have one bank account approved by Plaintiff (the "Bank Account") from which Company Defendant authorized Plaintiff to make daily ACH withdrawals until \$5,800.00 was fully paid to Plaintiff.

6. In addition, Guarantor agreed to guarantee any and all amounts owed to Plaintiff from Company Defendant upon a breach in performance by Company Defendant.

7. Plaintiff remitted the Purchase Price for the future receivables to Company Defendant as agreed. Initially, Company Defendant met its obligations under the Agreement.

8. Company Defendant ceased remitting to Plaintiff the Plaintiff's share of Purchased Receivables and otherwise breached the Agreement by intentionally impeding and preventing Plaintiff from making the agreed upon ACH withdrawals from the Bank Account while conducting regular business operations and collecting revenue.

9. Company Defendant made payments totaling \$1,600.00 leaving a balance of \$4,200.00. In addition, pursuant to the Agreement, Company Defendant incurred NSF fees in the amount of \$400.00 and a default fee in the amount of \$2,500.00.

10. Despite due demand, Company Defendant has failed to remit the purchased amount due and owing by Company Defendant to Plaintiff under the Agreement.

11. Additionally, Guarantor is responsible for all amounts incurred as a result of any breach of the Company Defendant.

12. There remains a balance due and owing to Plaintiff on the Agreement in the amount of \$7,100.00 plus interest, costs, disbursements and attorney's fees.

AS AND FOR THE FIRST CAUSE OF ACTION
(Breach of Contract)

13. Plaintiff repeats and realleges each and every allegation contained in paragraphs 1 through 12 of this complaint as though fully set forth at length herein.

14. Plaintiff gave fair consideration to Company Defendant which was tendered for the right to receive the aforementioned receivables. Accordingly, Plaintiff fully performed under the Agreement.

15. Upon information and belief, Company Defendant is still conducting regular business operations and still collecting receivables.

16. Company Defendant has materially breached the Agreement by failing to remit to Plaintiff the Plaintiffs share of Future Receivables, as required under the Agreement and otherwise intentionally impeding and preventing Plaintiff from receiving the proceeds of the receivables purchased by them.

17. Upon information and belief, Company Defendant has also materially breached the Agreement by using more than one depositing bank (account which has not been approved by Plaintiff.

18. By reason of the foregoing, Plaintiff has suffered damages in the amount of \$7,100.00, plus interest, costs, disbursements and attorney's fees.

AS AND FOR A SECOND CAUSE OF ACTION
(Personal Guarantee)

19. Plaintiff repeats and realleges each and every allegation contained in paragraphs 1 through 18 of this complaint as though fully set forth at length herein.

20. Pursuant to the Agreement, Guarantor personally guaranteed that Company Defendant would perform its obligations thereunder and that he would be personally liable for any loss suffered by Plaintiff as a result of a breach by Company Defendant.

21. Company Defendant has breached the Agreement as detailed above.

22. By reason of the foregoing, Plaintiff is entitled to judgment against Guarantor based on his personal guarantee in the sum of \$7,100.00, plus interest, costs, disbursements and attorney's fees.

WHEREFORE, plaintiff SAMSON MCA LLC requests judgment against defendants IJNA HOME HEALTH SERVICES, LLC D/B/A IJNA NURSING SERVICES and BRANDON A DIXON as follows:

- (i) On the first cause of action of the complaint, Plaintiff requests judgment against Company Defendant in the amount of \$7,100.00, plus interest, costs, disbursements and attorney's fees;
- (ii) On the second cause of action of the complaint, Plaintiffs request judgment against Guarantor in the amount of \$7,100.00, plus interest, costs, disbursements and attorney's fees;
- (iv) For such other and further relief as this Court deems just and proper.

Dated: New York, New York
May 28, 2021

Ariel Bouskila

Ariel Bouskila, Esq.
Berkovitch & Bouskila, PLLC
Attorneys for Plaintiff
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