

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS

-----X
AMERISOURCEBERGEN DRUG CORP.,

Plaintiff,

Index No.

VERIFIED COMPLAINT

-against-

SDF PHARMACY, INC. d/b/a UNIMED FAMILY
HEALTHCARE PHARMACY, G.L. PHARMACY
HOLDINGS LLC d/b/a UNIMED FAMILY
HEALTHCARE PHARMACY, MOHAMMAD W.
BILLAH, KHALEDA L. BILLAH, and DANIEL
GELBINOVICH,

Defendants.

-----X

Plaintiff, AmerisourceBergen Drug Corp., by its attorneys, Kurzman Eisenberg Corbin & Lever, LLP, complaining of Defendants, SDF Pharmacy, Inc. d/b/a Unimed Family Healthcare Pharmacy, G.L. Pharmacy Holdings LLC d/b/a Unimed Family Healthcare Pharmacy, Mohammad W. Billah, Khaleda L. Billah, and Daniel Gelbinovich, as and for its Complaint alleges as follows:

THE PARTIES

1. At all relevant times hereinafter mentioned, AmerisourceBergen Drug Corp. (“ABDC”) was and is a Delaware corporation authorized to transact business in the State of New York, with an office for the transaction of business located at 1300 Morris Drive, Chesterbrook, Pennsylvania 19087.

2. Upon information and belief, at all relevant times hereinafter mentioned, Defendant, SDF Pharmacy, Inc. d/b/a Unimed Family Healthcare Pharmacy (“SDF Pharmacy”) was and is a domestic corporation, with an office for the transaction of business located at 343 Broadway, Brooklyn, New York 11211 (the “Premises”).

3. Upon information and belief, at all relevant times hereinafter mentioned, Defendant, G.L. Pharmacy Holdings LLC d/b/a Unimed Family Healthcare Pharmacy (“G.L. Pharmacy”) was and is a domestic corporation, with an office for the transaction of business located at the Premises.

4. Upon information and belief, at all relevant times hereinafter mentioned, Defendant, Mohammad W. Billah (“Mohammad”) is an individual residing at 60 Pineapple Street, Apt 3H, Brooklyn, New York 11201.

5. Upon information and belief, at all relevant times hereinafter mentioned, Defendant, Khaleda L. Billah (“Khaleda”) is an individual residing at 60 Pineapple Street, Apt 3H, Brooklyn, New York 11201.

6. Upon information and belief, Mohammad and Khaleda (collectively, the “Billahs”) live together as husband and wife.

7. Upon information and belief, at all relevant times hereinafter mentioned, Defendant, Daniel Gelbinovich (“Gelbinovich”) is an individual residing at 2019 Royce Street, Brooklyn, New York 11211.

AS AND FOR A FIRST CAUSE OF ACTION

8. Plaintiff repeats and realleges the allegations contained in Paragraphs “1” through “7” of this Verified Complaint with the same force and effect as if set forth fully at length herein.

9. At all relevant times hereinafter mentioned, ABDC operates a licensed wholesale distribution of pharmaceutical, health and beauty aid products (the “Goods”).

10. Upon information and belief, SDF Pharmacy operated a retail pharmacy located at the Premises.

11. Through on or about January 13, 2021, ABDC sold and delivered Goods to SDF Pharmacy. SDF Pharmacy paid for a portion of the Goods sold and delivered, but did not pay for the Goods in full.

12. The agreed upon and reasonable value of the Goods sold and delivered by ABDC to SDF Pharmacy, but not paid for by SDF Pharmacy, inclusive of late charges through May 31, 2021, is \$84,703.46.

13. ABDC has duly demanded payment from SDF Pharmacy in the amount of \$84,703.46; however, SDF Pharmacy has failed to pay any part of said sum. There remains due and owing from SDF Pharmacy to ABDC a balance in the amount of \$84,703.46.

14. By reason of the foregoing, ABDC is entitled to judgment against SDF Pharmacy in the amount of \$84,703.46 plus late charges and interest from June 1, 2021, together with the costs and disbursements of this action, including reasonable attorneys' fees.

AS AND FOR A SECOND CAUSE OF ACTION

15. Plaintiff repeats and realleges the allegations contained in Paragraphs “1” through “14” of this Verified Complaint with the same force and effect as if set forth fully at length herein.

16. In order to obtain credit from ABDC, on or about April 25, 2019, SDF Pharmacy executed and delivered a credit application to ABDC (the “SDF Credit Application”).

17. Under the terms of the SDF Credit Application, SDF Pharmacy agreed to remit all payments to ABDC for Goods purchased in a timely manner.

18. Under the terms of the SDF Credit Application, SDF Pharmacy agreed to pay ABDC late charges at the rate of eighteen percent (18%) per annum on all delinquent balances.

19. Under the terms of the SDF Credit Application, SDF Pharmacy agreed to pay all of ABDC's costs and expenses, including attorneys' fees, incurred in the event SDF Pharmacy defaulted under the terms of the SDF Credit Application.

20. By failing to remit payments in a timely manner, SDF Pharmacy defaulted under the terms of the SDF Credit Application.

21. ABDC has fully complied with all of the terms and conditions of the SDF Credit Application.

22. By reason of the foregoing, ABDC is entitled to judgment against SDF Pharmacy in the amount of \$84,703.46 plus late charges and interest from June 1, 2021, together with the costs and disbursements of this action, including reasonable attorneys' fees.

AS AND FOR A THIRD CAUSE OF ACTION

23. Plaintiff repeats and realleges the allegations contained in Paragraphs "1" through "22" of this Complaint with the same force and effect as if set forth fully at length herein.

24. As a direct and proximate result of the aforesaid, SDF Pharmacy has been unjustly enriched.

25. By reason of the foregoing, ABDC is entitled to judgment against SDF Pharmacy in the amount of \$84,703.46 plus late charges and interest from June 1, 2021, together with the costs and disbursements of this action, including reasonable attorneys' fees.

AS AND FOR A FOURTH CAUSE OF ACTION

26. Plaintiff repeats and realleges the allegations contained in Paragraphs "1" through "25" of this Complaint with the same force and effect as if set forth fully at length herein.

27. ABDC invoiced SDF Pharmacy for the purchase of the Goods, which invoices were duly accepted and acknowledged by SDF Pharmacy as true and accurate.

28. As a direct and proximate result of the aforesaid, there exists an account stated between ABDC and SDF Pharmacy.

29. By reason of the foregoing, ABDC is entitled to judgment against SDF Pharmacy in the amount of \$84,703.46 plus late charges and interest from June 1, 2021, together with the costs and disbursements of this action, including reasonable attorneys' fees.

AS AND FOR A FIFTH CAUSE OF ACTION

30. Plaintiff repeats and realleges the allegations contained in Paragraphs “1” through “29” of this Complaint with the same force and effect as if set forth fully at length herein.

31. In order to secure payment for the Goods, in connection with the SDF Credit Application, SDF Pharmacy executed and delivered a security agreement (the “SDF Security Agreement”) to ABDC.

32. Pursuant to the SDF Security Agreement, SDF Pharmacy provided ABDC with a blanket lien on all of the SDF Pharmacy’s assets, including but not limited to, inventory, accounts receivable, prescription files, fixtures, furniture, goodwill and the proceeds thereon (collectively, the “SDF Collateral”).

33. On or about August 20, 2019, ABDC effectuated the filing of a UCC -1 Financing Statement with the Secretary of State of New York, thereby creating a duly perfected blanket lien on the SDF Collateral.

34. ABDC is entitled to immediate possession of the SDF Collateral, insofar as SDF Pharmacy has failed and/or refused to satisfy the indebtedness and is in default of the SDF Security Agreement.

35. Despite due and repeated demands, SDF Pharmacy has failed and/or refused to cure its default.

Explore Litigation Insights

Docket Alarm provides insights to develop a more informed litigation strategy and the peace of mind of knowing you're on top of things.

Real-Time Litigation Alerts



Keep your litigation team up-to-date with **real-time alerts** and advanced team management tools built for the enterprise, all while greatly reducing PACER spend.

Our comprehensive service means we can handle Federal, State, and Administrative courts across the country.

Advanced Docket Research



With over 230 million records, Docket Alarm's cloud-native docket research platform finds what other services can't. Coverage includes Federal, State, plus PTAB, TTAB, ITC and NLRB decisions, all in one place.

Identify arguments that have been successful in the past with full text, pinpoint searching. Link to case law cited within any court document via Fastcase.

Analytics At Your Fingertips



Learn what happened the last time a particular judge, opposing counsel or company faced cases similar to yours.

Advanced out-of-the-box PTAB and TTAB analytics are always at your fingertips.

API

Docket Alarm offers a powerful API (application programming interface) to developers that want to integrate case filings into their apps.

LAW FIRMS

Build custom dashboards for your attorneys and clients with live data direct from the court.

Automate many repetitive legal tasks like conflict checks, document management, and marketing.

FINANCIAL INSTITUTIONS

Litigation and bankruptcy checks for companies and debtors.

E-DISCOVERY AND LEGAL VENDORS

Sync your system to PACER to automate legal marketing.