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Return To:  
JASON ADAM GANG

Royal Business Group, LLC

ROSENFELD AND COMPANY PLLC  
4OR AUTOMOTIVE GROUP INC.  
ROSENFELD & COMPANY P.A.  
Rosenfeld, Kenneth Reid

State Fee Index Number	\$165.00	
County Fee Index Number	\$26.00	
State Fee Cultural Education	\$14.25	
State Fee Records Management	\$4.75	Employee: CW
<b>Total Fees Paid:</b>	<b>\$210.00</b>	

State of New York

MONROE COUNTY CLERK'S OFFICE  
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JAMIE ROMEO

MONROE COUNTY CLERK



SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF MONROE

-----X  
ROYAL BUSINESS GROUP, LLC

*Plaintiff,*

-against-

ROSENFELD AND COMPANY PLLC,  
4OR AUTOMOTIVE GROUP INC.,  
ROSENFELD & COMPANY P.A. and  
KENNETH REID ROSENFELD

*Defendants.*  
-----X

INDEX NO.:  
DATE PURCHASED:

**SUMMONS**

Plaintiff's Address is:  
25 Hutcheson Place  
Lynbrook, NY 11563

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: Hewlett, New York  
June 21, 2022

By:   
\_\_\_\_\_  
Jason A. Gang, Esq.  
The Law Office of Jason Gang  
1245 Hewlett Plaza, #478  
Hewlett, NY 11557  
(646) 389-5610  
*Attorneys for Plaintiff*  
Our File No. 220-073

**Defendants to be served:**

Rosenfield and Company PLLC  
301 East Pine Street, Suite 975  
Orlando, FL 32801

4OR Automotive Group Inc.  
301 East Pine Street, Suite 975  
Orlando, FL 32801

Rosenfield & Company P.A.  
301 East Pine Street, Suite 975  
Orlando, FL 32801

Kenneth Reid Rosenfield  
624 Mariposa St  
Orlando, FL 32801

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF MONROE

-----X  
ROYAL BUSINESS GROUP, LLC

INDEX NO.:

*Plaintiff,*

**VERIFIED COMPLAINT**

-against-

ROSENFELD AND COMPANY PLLC,  
4OR AUTOMOTIVE GROUP INC.,  
ROSENFELD & COMPANY P.A. and  
KENNETH REID ROSENFELD

*Defendants.*

-----X

Plaintiff Royal Business Group, LLC ("Plaintiff"), by its attorney, Jason A. Gang Esq., for its complaint herein against Rosenfield and Company PLLC, 4OR Automotive Group Inc., Rosenfield & Company P.A. ("Company Defendant") and Kenneth Reid Rosenfield ("Guarantor") (Company Defendant and Guarantor collectively "Defendants"), alleges as follows:

**The Parties**

1. At all relevant times, Plaintiff was and is a Limited Liability Company organized and existing under the laws of 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 Florida.
3. Upon information and belief, at all relevant times, Guarantor was and is an individual residing in the State of Florida.

### The Facts

4. Plaintiff and Defendants entered into an agreement on or about February 2<sup>nd</sup>, 2022 having an agreed upon value of \$472,500.00 (herein after "Agreement 1"), an agreement on or about April 14<sup>th</sup>, 2022 having an agreed upon value of \$447,000.00 (herein after "Agreement 2"), and an agreement on or about May 26<sup>th</sup>, 2022 having an agreed upon value of \$447,000.00 (herein after "Agreement 3") whereby Plaintiff agreed to purchase 22% of Company Defendant's future receivables having an agreed upon value of \$1,366,500.00, (collectively, the "Agreements").

5. Pursuant to the Agreements, 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 \$1,366,500.00 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 Agreements.

8. Critical to facilitating this transaction, the Agreements contain Company Defendant's express covenant not to revoke its ACH authorization to Plaintiff or otherwise take any measure to interfere with Plaintiff's ability to collect the Future Receivables.

9. Company Defendant stopped making its payments to Plaintiff and otherwise breached the Agreements by intentionally impeding and preventing Plaintiff from making the agreed upon ACH withdrawals from the Bank Account while conducting regular business operations.

10. Company Defendant made payments totaling \$510,655.00 leaving a balance of

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