

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NASSAU

Index No.:

PEARL DELTA FUNDING, LLC,

Plaintiff,

SUMMONS

-against-

FENCING & RAILING 2, CORP
and FELIPE JONG,

Defendants.

Plaintiff's mailing address is:
525 Washington Blvd., 22nd Floor
Jersey City, NJ 07310

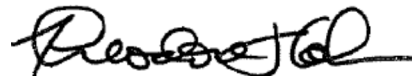
TO THE ABOVE-NAMED DEFENDANTS:

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.

Basis for venue: contractual.

Dated: Roslyn Heights, NY
January 5, 2021



Theodore Jon Cohen, Esq.

The nature of this action is breach of contract.
The relief sought is money damages.

Attorney for Plaintiff

112 West 34th Street, 18th Floor, PMB 27813

New York, New York 10120

Phone: (347) 899-4192

Email: T.J.Cohen.attorney@gmail.com

Defendants to be served:

FENCING & RAILING 2, CORP, 2708 Geoffrey Dr, Orlando, Florida 32826

FELIPE JONG, 2708 Geoffrey Dr, Orlando, Florida 32826

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NASSAU

PEARL DELTA FUNDING, LLC,

Plaintiff,

-against-

FENCING & RAILING 2, CORP
and FELIPE JONG,

Defendants.

Index No.:

**VERIFIED
COMPLAINT**

Plaintiff PEARL DELTA FUNDING, LLC ("Plaintiff"), by its attorney, Theodore Jon Cohen, Esq., for its complaint herein against FENCING & RAILING 2, CORP ("Company Defendant") and FELIPE JONG ("Guarantor") (Company Defendant and Guarantor shall be collectively referred to as "Defendants"), alleges as follows:

The Parties

1. Plaintiff was and is a Delaware Limited Liability Company qualified to do business in the State of New York with offices in New York and New Jersey.
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.
4. Guarantor is the owner, principal, and/or manager of Company Defendant.

The Facts

5. On or about August 22, 2019, Plaintiff and Defendants entered into an agreement (the "Agreement") whereby Plaintiff agreed to purchase rights to Company Defendant's future receivables having an agreed upon value of \$48,001.00.
6. Pursuant to the Agreement, Company Defendant agreed to exclusively use one bank account approved by Plaintiff (the "Account") into which the Company Defendant agreed to deposit all of its receipts and from which Plaintiff was authorized to make daily ACH withdrawals until

\$48,001.00 was fully paid to Plaintiff.

7. The Agreement provided that in the event Company Defendant used a bank account other than the Account, closed the Account without prior authorization of Plaintiff, or otherwise prevented Plaintiff from making the agreed upon ACH withdrawals, the Company Defendant was in default of the Agreement.

8. In addition, Guarantor agreed to guarantee any and all amounts owed to Plaintiff from Company Defendant upon Company Defendant's breach in performance of its Agreement obligations.

9. Plaintiff remitted the purchase price for the future receivables to Company Defendant as agreed and thereby fulfilled all of its Agreement obligations.

10. On or about January 22, 2020, Company Defendant blocked Plaintiff's access to the Account and thereby prevented Plaintiff from making the agreed upon ACH withdrawals and otherwise defaulted under the terms of the Agreement by breaching its representations and warranties to Plaintiff in direct violation of the Agreement.

11. Company Defendant made payments totaling \$29,100.00 leaving a balance of \$18,901.00. In addition, pursuant to the Agreement, Company Defendant incurred NSF fees in the amount of \$105.00 and a default account fee in the amount of \$2,500.00.

12. Additionally, Guarantor is responsible for all amounts incurred as a result of any default in the Agreement by Company Defendant.

13. There remains a balance due and owing to Plaintiff on the Agreement in the amount of \$21,506.00 plus interest at the statutory rate, costs, disbursements and attorney's fees.

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

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

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

16. During the course of the Agreement, the unpaid sums became due and payable to Plaintiff, in full as required by Plaintiff or pursuant to the terms of the Agreement in the event of any action constituting a default or breach of any of covenants or warranties contained in the Agreement. Any outstanding balance owed by the Company Defendant at the time of default became immediately due and payable.

17. By reason of the foregoing, Plaintiff has suffered damages in the amount of \$21,506.00, plus interest at the statutory rate, costs, disbursements and attorney's fees.

AS AND FOR A SECOND CAUSE OF ACTION (Breach of Guarantee)

18. Plaintiff repeats and realleges each and every allegation contained in paragraphs 1 through 17 of this complaint as though fully set forth at length herein.

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

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

21. By reason of the foregoing, Plaintiff is entitled to judgement against Guarantor based on Guarantor's breach of the guarantee in the sum of \$21,506.00, plus interest at the statutory rate, costs, disbursements and attorney's fees.

AS AND FOR A THIRD CAUSE OF ACTION (Unjust Enrichment)

22. Plaintiff repeats and realleges each and every allegation contained in paragraphs 1 through 21 of this complaint as though fully set forth at length herein.

23. Defendants have been unjustly enriched in that they have received the purchase price for the future receivables, yet have failed to pay the sum of \$21,506.00 pursuant to the Agreement.

24. By reason of the foregoing, Plaintiff is entitled to judgment against the Defendants for unjust enrichment in the amount of \$21,506.00, plus interest at the statutory rate, costs, disbursements and attorney's fees.

WHEREFORE, Plaintiff requests judgement against Defendants as follows:

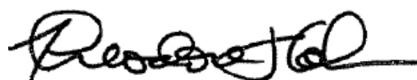
(i) On the first cause of action of the complaint, Plaintiff requests judgement against Company Defendant in the amount of \$21,506.00, plus interest at the statutory rate, costs, disbursements and attorney's fees;

(ii) On the second cause of action of the complaint, Plaintiff requests judgement against Guarantor in the amount of \$21,506.00, plus interest at the statutory rate, costs, disbursements and attorney's fees;

(iii) On the third cause of action of the complaint, Plaintiff requests judgement against Defendants in an amount of \$21,506.00, plus interest at the statutory rate, costs, disbursements and attorney's fees;

(iv) For such other and further relief as this Court deems just and proper.

Dated: Roslyn Heights, NY
January 5, 2021



Theodore Jon Cohen, Esq.
Attorney for Plaintiff
112 West 34th Street, 18th Floor, PMB 27813
New York, New York 10120
Phone: (347) 899-4192
Email: T.J.Cohen.attorney@gmail.com

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