

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF OKLAHOMA

(1) ASCENTIUM CAPITAL, LLC	§	
	§	
Plaintiff	§	CASE NO. 21-cv-164-JFH
v.	§	
	§	
(1) SOUTHERN OKLAHOMA WOMEN’S HEALTH, P.C.	§	
(2) HENRY RAMIREZ	§	
Defendants		

PLAINTIFF’S ORIGINAL COMPLAINT

TO THE HONORABLE UNITED STATES DISTRICT COURT JUDGE:

Now comes Plaintiff Ascentium Capital, LLC, complaining of Defendants Southern Oklahoma Women’s Health, P.C. and Henry Ramirez, and files this Original Petition, and in support thereof would respectfully show the Court the following:

I. PARTIES

1. At all times herein mentioned, Plaintiff Ascentium Capital LLC (“Ascentium”), was, and still is, a Delaware limited liability company with its principal place of business in 23970 US Highway 59 North, Kingwood, Texas. Ascentium is qualified and authorized to conduct business in the State of Oklahoma and conducts business at 1833 S. Morgan Road, Oklahoma City, Oklahoma 73128. Ascentium is 100% owned by Regions Bank, an Alabama State Chartered Bank, that is owned by Regions Financial Corporation, a Delaware Corporation. Consequently, for diversity jurisdiction purposes, Ascentium is a citizen of the State of Alabama.

2. Defendant Women’s Health, P.C. (“Women’s Health”) is an Oklahoma professional limited liability company with its principal place of business at 731 12th Avenue NW #201,

Ardmore, Oklahoma 73401. Consequently, for diversity jurisdiction purposes, Women's Health is a citizen of the State of Oklahoma. Women's Health and may be served with appropriate process by serving its registered agent, Justin R. Landgraf, at 7 East Main, Ardmore, Oklahoma 73401.

3. Defendant Henry Ramirez ("Dr. Ramirez") is an Oklahoma resident and may be served with appropriate process at 1222 Buckingham, Ardmore, Oklahoma 73401. For diversity jurisdiction purposes, Dr. Ramirez is a citizen of the State of Oklahoma.

II. JURISDICTION & VENUE

4. This Court has jurisdiction over this dispute pursuant to 28 U.S.C. § 1332(a) because this is a civil action for damages with an amount in controversy exceeding the sum of \$75,000.00, exclusive of interest and costs, and is between citizens of different states.

5. Venue is proper in this Court under 28 U.S.C. § 1391(b) because Defendants reside and regularly transact business in the Eastern District of Oklahoma. Venue is also proper under 28 U.S.C. § 1391(b)(2) because a substantial part of the events or omissions giving rise to the claim occurred within this judicial district.

III. RELEVANT FACTS

A. Facts Relevant to Equipment Finance Agreement #2183813

6. Women's Health signed and executed Equipment Finance Agreement No. 2183813 ("Agreement #1"). A true and correct copy of Agreement #1, including all exhibits, schedules, and addenda thereto, is attached hereto and incorporated herein by reference as Exhibit "A."

7. Pursuant to the terms of Agreement #1, Women's Health was required to pay Plaintiff six (6) equal payments each in the amount of \$99.00 followed by sixty (60) equal, consecutive monthly payments in the amount of \$2,265.67, with the first such installment payment due on the Commencement Date as defined in Agreement #1. As set forth in Agreement #1,

Women's Health granted to Ascentium a security interest in the Collateral (as defined in Agreement #1) and all proceeds to secure Women's Health obligations under Agreement #1.

8. Concurrent with the execution of Agreement #1 and as an inducement for and consideration of Ascentium to enter into Agreement #1, Women's Health and Dr. Ramirez signed and entered into a guaranty agreement as shown on the first page of Agreement #1, whereby Dr. Ramirez unconditionally guaranteed to Ascentium the payment and performance of all of Women's Health's obligations under Agreement #1 and all related documents executed by Women's Health.

9. Pursuant to the Agreement, Defendants granted to Ascentium a first priority security interest in the subject equipment, including additions, attachments, accessories and all substitutions and proceeds thereof. Ascentium, or its predecessors in interest, duly perfected its security interest in the subject equipment by filing a UCC-1 Financing Statement with the Oklahoma Secretary of State. A true and correct copy of the UCC-1 Financing Statement filed by Ascentium for the equipment contemplated by the Agreement is attached hereto and incorporated by reference for all purposes as Exhibit "A-1." Ascentium has obtained all of the equipment in Defendants' possession and will dispose of it in a commercially reasonable manner. Any net proceeds will be accounted for and credit given to the Defendants in accordance with the terms of Agreement #1.

10. Defendants have failed to honor their payment obligations under Agreement #1 and are in default thereunder. After accounting for all lawful offsets, payments, and credits, the schedule balance owed by Defendants under Agreement #1 is \$126,484.03.

B. Facts Relevant to Equipment Finance Agreement #2211356

11. Women's Health signed and executed Equipment Finance Agreement No. 2211356 ("Agreement #2"). A true and correct copy of Agreement #2, including all exhibits, schedules, and addenda thereto, is attached hereto and incorporated herein by reference as Exhibit "B."

12. Pursuant to the terms of Agreement #2, Women's Health was required to pay Ascentium three (3) equal payments in the amount of \$99.00 each, followed by sixty (60) equal, consecutive monthly payments in the amount of \$4,379.21, with the first such installment payment due on the Commencement Date as defined in Agreement #2. As set forth in Agreement #2, Women's Health granted to Ascentium a security interest in the Collateral (as defined in Agreement #2) and all proceeds to secure Women's Health obligations under Agreement #2.

13. Concurrent with the execution of Agreement #2 and as an inducement for and consideration of Ascentium to enter into Agreement #2, Dr. Ramirez signed and entered into a guaranty agreement as shown on the first page of Agreement #2, whereby Dr. Ramirez unconditionally guaranteed to Ascentium the prompt payment and performance of all of Women's Health's obligations under Agreement #2 and all related documents executed by Women's Health.

14. Pursuant to the Agreement, Defendants granted to Ascentium a first priority security interest in the subject equipment, including additions, attachments, accessories and all substitutions and proceeds thereof. Ascentium, or its predecessors in interest, duly perfected its security interest in the subject equipment by filing a UCC-1 Financing Statement with the Oklahoma Secretary of State. A true and correct copy of the UCC-1 Financing Statement filed by Ascentium for the equipment contemplated by the Agreement is attached hereto and incorporated by reference for all purposes as Exhibit "B-1." Ascentium has obtained all of the equipment in Defendants' possession and will dispose of it in a commercially reasonable manner. Any net proceeds will be accounted for and credit given to the Defendants in accordance with the terms of Agreement #2.

15. Defendants have failed to honor their payment obligations under Agreement #2 and are in default thereunder. After accounting for all lawful offsets, payments, and credits, the balance owed by Defendants under Agreement #2 is \$120,346.45.

C. Facts Relevant to Equipment Finance Agreement #2228018

16. Women's Health signed and executed an Equipment Finance Agreement, agreement No. 2228018 ("Agreement #3"). A true and correct copy of Agreement #3, including all exhibits, schedules, and addenda thereto, is attached hereto and incorporated herein by reference as Exhibit "C."

17. Pursuant to the terms of Agreement #3, Women's Health was required to pay Ascentium three (3) equal payments in the amount of \$99.00 each, followed by fifty-seven (57) equal, consecutive monthly payments in the amount of \$5,026.19, with the first such installment payment due on the Commencement Date as defined in Agreement #3. As set forth in Agreement #3, Women's Health granted to Ascentium a security interest in the Collateral (as defined in Agreement #3) and all proceeds to secure Women's Health's obligations under Agreement #3.

18. Concurrent with the execution of Agreement #3 and as an inducement for and consideration of Ascentium to enter into Agreement #3, Dr. Ramirez signed and entered into a guaranty agreement as shown on the first page of Agreement #3, whereby Dr. Ramirez unconditionally guaranteed to Ascentium the payment and performance of all of Women's Health's obligations under Agreement #3 and all related documents executed by Women's Health.

19. Pursuant to the Agreement, Defendants granted to Ascentium a first priority security interest in the subject equipment, including additions, attachments, accessories and all substitutions and proceeds thereof. Ascentium, or its predecessors in interest, duly perfected its security interest in the subject equipment by filing a UCC-1 Financing Statement with the Oklahoma Secretary of State. A true and correct copy of the UCC-1 Financing Statement filed by Ascentium for the equipment contemplated by the Agreement is attached hereto and incorporated by reference for all purposes as Exhibit "C-1." Ascentium has obtained all of the equipment in Defendants' possession

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