

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF KINGS

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FUNDFI MERCHANT FUNDING, LLC,

Plaintiff,

-against-

JAMES M MCKEOWN D/B/A MIKE MC KEOWN THE  
BAG MAN and JAMES MICHAEL MCKEOWN,

Defendants.  
-----x

**INDEX NO:**

**SUMMONS**

Designated Venue: Kings County  
Basis of venue designated:  
Contract

**TO THE ABOVE-NAMED DEFENDANTS:**

**YOU ARE HEREBY SUMMONED** to answer the Complaint in this action and to serve a copy of your Answer, or if the Complaint is not served with this Summons, to serve a Notice of Appearance, on the Plaintiff's attorneys within 20 days after service of this Summons, exclusive of the day of service (or within 30 days after the service is completed if this Summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the Complaint.

DATED: Garden City, NY  
December 15, 2023

DAVID FOGEL P.C.

s/ David Fogel

David Fogel, Esq.  
1225 Franklin Avenue  
Suite 201  
Garden City, New York 11530  
Tel: (516) 279-1420  
Attorney for Plaintiff  
File No.: 17137

**DEFENDANTS:**

JAMES M MCKEOWN d/b/a MIKE MC KEOWN THE BAG MAN  
7636 Hollister Avenue Unit 262  
Goleta, CA 93117

JAMES MICHAEL MCKEOWN  
7636 Hollister Avenue Unit 262  
Goleta, CA 93117

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**VERIFIED COMPLAINT**

Plaintiff, by its attorneys, DAVID FOGEL P.C., as and for its complaint herein,  
alleges against JAMES M MCKEOWN D/B/A MIKE MC KEOWN THE BAG MAN and  
JAMES MICHAEL MCKEOWN (collectively, "Defendants"), the following:

1. At all times hereinafter mentioned, Plaintiff was and still is a limited liability company authorized to do business in New York.
2. At all times hereinafter mentioned, upon information and belief, Defendant JAMES M MCKEOWN D/B/A MIKE MC KEOWN THE BAG MAN was and still is a sole proprietorship under the laws of the State of CA.
3. At all times hereinafter mentioned, upon information and belief, Defendant JAMES MICHAEL MCKEOWN was and still is a resident of the State of CA.
4. Defendants agreed that any action between the parties arising out of the subject contract described hereunder be instituted in any court sitting in New York State and are therefore subject to the jurisdiction of this Court.

**AS AND FOR A FIRST CAUSE OF ACTION**  
**(Breach of Contract Against JAMES M MCKEOWN D/B/A MIKE MC KEOWN THE BAG MAN)**

5. Plaintiff and JAMES M MCKEOWN D/B/A MIKE MC KEOWN THE BAG MAN entered into a written contract, dated August 22, 2023 (the "Contract") whereby JAMES M MCKEOWN D/B/A MIKE MC KEOWN THE BAG MAN sold to Plaintiff its future receipts having a value of \$211,700.00 ("Receivables") for the sum of \$145,000.00 ("Purchase Price"), which Receivables were to be paid to Plaintiff pursuant to a payment schedule set forth in the Contract.
6. JAMES M MCKEOWN D/B/A MIKE MC KEOWN THE BAG MAN agreed that in the event of its default under the Contract, such as the one alleged herein, the full uncollected Receivables plus all fees due under the Contract (as a result of the default) would become immediately due and payable in full to Plaintiff.
7. Upon Plaintiff's receipt of the executed Contract and pursuant to its terms, Plaintiff paid to JAMES M MCKEOWN D/B/A MIKE MC KEOWN THE BAG MAN the Purchase Price.
8. On or about December 12, 2023, JAMES M MCKEOWN D/B/A MIKE MC KEOWN THE BAG MAN materially breached the terms of the Contract by causing the Receivables to be deposited into a separate account not designated in the Contract, blocked the payment due to Plaintiff so that Plaintiff could not collect the amount of Receivables due and/or prevented Plaintiff from collecting the amount due to non-sufficient funds or otherwise failed to pay and/or prevented Plaintiff from collecting the amount due pursuant to the payment

schedule in the Contract and thereby defaulted under the terms of the Contract or otherwise violated a material term of the Contract which constituted an event of default thereunder.

9. Based upon the foregoing and after accounting for payments made and applicable fees, JAMES M MCKEOWN D/B/A MIKE MC KEOWN THE BAG MAN owes Plaintiff a balance in the amount of \$156,849.10.
10. By reason of the foregoing, Plaintiff has been damaged as a result of the above-described default in an amount of no less than **\$156,849.10** with interest thereon from December 12, 2023.

**AS AND FOR A SECOND CAUSE OF ACTION**  
**(Breach of Guaranty Against JAMES MICHAEL MCKEOWN)**

11. Plaintiff repeats, reiterates and re-alleges each and every allegation contained within the preceding paragraphs as if fully set forth at length herein.
12. Defendant JAMES MICHAEL MCKEOWN executed a Personal Guaranty of Performance of all the obligations of the corporate codefendant set forth in the Contract.
13. By reason of the Guaranty, said Defendant is obliged to pay to Plaintiff the amount set forth in the preceding cause of action.

**WHEREFORE**, Plaintiff demands judgment against Defendants, as follows:

- (i) On the first cause of action, against JAMES M MCKEOWN D/B/A MIKE MC KEOWN THE BAG MAN, in the amount of **\$156,849.10** with interest from December 12, 2023;

- (ii) On the second cause of action, against JAMES MICHAEL MCKEOWN, in the amount of **\$156,849.10** with interest from December 12, 2023;
- (iii) all together with the costs and disbursements of this action; and
- (iv) any such other and further relief as the Court deems just and proper.

DATED: Garden City, NY  
December 15, 2023

DAVID FOGEL P.C.

s/ David Fogel  
David Fogel, Esq.  
1225 Franklin Avenue  
Suite 201  
Garden City, New York 11530  
Tel: 516-279-1420  
Attorney for Plaintiff  
File No.: 17137



SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF KINGS

FUNDI MERCHANT FUNDING, LLC,

Plaintiff,

-against-

JAMES M MCKEOWN D/B/A MIKE MC KEOWN THE  
BAG MAN and JAMES MICHAEL MCKEOWN,

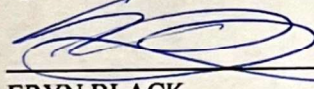
Defendants.

INDEX NO:

VERIFICATION OF  
COMPLAINT☒ **PLAINTIFF VERIFICATION**STATE OF NY)  
COUNTY OF NASSAU) ss.

ERYN BLACK, being duly sworn, deposes and says:

I am Operations Manager of FUNDI MERCHANT FUNDING, LLC, the Plaintiff herein; I have read the foregoing complaint and know the contents thereof; that the same is true to my knowledge except those matters herein stated to be alleged upon information and belief, and as to those matter I believe them to be true. The grounds for my belief as to those matters herein not stated upon my knowledge is based upon the records in my possession.



ERYN BLACK

SWORN TO BEFORE ME THIS

15<sup>th</sup> DAY OF December, 2023


NOTARY PUBLIC

ROBERT GROSS  
Notary Public, State of New York  
Reg. No. 02GR6195059  
Qualified in New York County  
Commission Expires Oct. 20, 2024

☐ **ATTORNEY VERIFICATION**

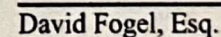
DAVID FOGEL, an attorney duly admitted to practice before the Court of the State of New York, affirms the truth of the following under the penalties of perjury:

1. That I am the attorney of record for the Plaintiff with respect to the above-entitled action, and as such I am fully familiar with the facts and circumstances set forth in Plaintiff's annexed complaint. I have read the foregoing complaint and, upon information and belief, know the contents thereof to be true. This verification is made by your deponent rather than by plaintiff because Plaintiff's residence/principal place of business is located in a county other than the county in which my law office is situated.

2. The grounds of my belief include my review of certain of Plaintiff's books and records, and my communications with Plaintiff.

Dated: Garden City, NY  
December 15, 2023

DAVID FOGEL P.C.

  
David Fogel, Esq.



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**NOTICE OF ELECTRONIC FILING (Mandatory Case)**  
(Uniform Rule § 202.5-bb)

**You have received this Notice because:**

- 1) The Plaintiff/Petitioner, whose name is listed above, has filed this case using the New York State Courts E-filing system ("NYSCEF"), and
- 2) You are a Defendant/Respondent (a party) in this case.

• **If you are represented by an attorney:**

Give this Notice to your attorney. (Attorneys: see "Information for Attorneys" pg. 2).

• **If you are not represented by an attorney:**

**You will be served with all documents in paper and you must serve and file your documents in paper, unless you choose to participate in e-filing.**

**If you choose to participate in e-filing, you must have access to a computer and a scanner or other device to convert documents into electronic format, a connection to the internet, and an e-mail address to receive service of documents.**

The **benefits of participating in e-filing** include:

- serving and filing your documents electronically
- free access to view and print your e-filed documents
- limiting your number of trips to the courthouse
- paying any court fees on-line (credit card needed)

**To register for e-filing or for more information about how e-filing works:**

- visit: [www.nycourts.gov/efile-unrepresented](http://www.nycourts.gov/efile-unrepresented) or
- contact the Clerk's Office or Help Center at the court where the case was filed. Court contact information can be found at [www.nycourts.gov](http://www.nycourts.gov)

To find legal information to help you represent yourself visit [www.nycourthelp.gov](http://www.nycourthelp.gov)

**Information for Attorneys (E-filing is Mandatory for Attorneys)**

An attorney representing a party who is served with this notice must either:

1) immediately record his or her representation within the e-filed matter on the NYSCEF site [www.nycourts.gov/efile](http://www.nycourts.gov/efile); or

2) file the Notice of Opt-Out form with the clerk of the court where this action is pending and serve on all parties. Exemptions from mandatory e-filing are limited to attorneys who certify in good faith that they lack the computer hardware and/or scanner and/or internet connection or that they lack (along with all employees subject to their direction) the knowledge to operate such equipment. [Section 202.5-bb(e)]

For additional information about electronic filing and to create a NYSCEF account, visit the NYSCEF website at [www.nycourts.gov/efile](http://www.nycourts.gov/efile) or contact the NYSCEF Resource Center (phone: 646-386-3033; e-mail: [efile@nycourts.gov](mailto:efile@nycourts.gov)).

Dated: December 15, 2023

DAVID FOGEL P.C.

s/ David Fogel

David Fogel, Esq.

Tel: 516-279-1420

[legaldocs@dfogelpc.com](mailto:legaldocs@dfogelpc.com)

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