

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ROCKLAND

Apollo Funding Co.,

Plaintiff,

v.

D & A CONTRACTORS, INC. / D&A / D & A
CONTRACTORS INC / D & A CONTRACTORS
INC. / D AND A CONTRACTORS, INC. / D&A
CONTRACTORS, INC. / D & A GENERAL
CONTRACTORS INC. / D&A CONTRACTORS,
and DEMETRE VENTOURIS,

Defendant.

Index No.

SUMMONS

Plaintiff address is
1545 Route 202, Suite 203
Pomona NY 10970

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: New York, New York
December 8, 2023

/s/ Mendy Piekarski, Esq.
Mendy Piekarski, Esq.
Piekarski Law PLLC
Attorneys for Plaintiff
1 Whitehall St., 2nd Fl
New York, New York 10004
Phone: 646-968-8201
mendy@piekarski-law.com

Defendants to be served:

D&A CONTRACTORS

8655 CHERRY LN

LAUREL MD 20707

DEMETRE VENTOURIS

1520 VIVIAN PL

SILVER SPRING MD 20902

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VERIFIED COMPLAINT

Plaintiff Apollo Funding Co. (“Plaintiff”), by its attorney, Mendy Piekarski Esq., for its complaint herein against D & A CONTRACTORS, INC. / D&A / D & A CONTRACTORS INC / D & A CONTRACTORS INC. / D AND A CONTRACTORS, INC. / D&A CONTRACTORS, INC. / D & A GENERAL CONTRACTORS INC. / D&A CONTRACTORS (referred to collectively as “Company Defendant”) and DEMETRE VENTOURIS (“Guarantor(s)”) (Company Defendant and Guarantor(s) collectively, “Defendants”), alleges as follows:

The Parties

1. At all relevant times, Plaintiff was and is an entity authorized to do business in the State of New York, with offices at 1545 Route 202, Suite 203, Pomona NY 10970.
2. Upon information and belief, at all relevant times, Company Defendant is various companies all organized under the laws of the State of MD.
3. Upon information and belief, at all relevant times, Guarantor is an individual residing in the State of MD.
4. Venue is proper in Rockland County pursuant to the Agreement entered into by and between the parties.

5. This Court maintains personal jurisdiction over the Defendants in this Action pursuant to the Agreement entered into by and between the parties.

The Facts

6. On or about October 2, 2023, Plaintiff and Defendants entered into an agreement (the "Agreement") whereby Plaintiff agreed to purchase all rights to Company Defendant's future receivables having an agreed upon value of \$15,000.00. A copy of the agreement is annexed hereto as Exhibit A.

7. Pursuant to the Agreement, Company Defendant agreed to remit to Plaintiff 19% ("Specified Percentage") of their receivables. Company Defendant further agreed to have one bank account approved by Plaintiff (the "Bank Account") from which Company Defendant authorized Plaintiff to make ACH withdrawals until \$22,500.00. was fully paid to Plaintiff. Said withdrawals were a good faith estimate of the Specified Percentage of the Company Defendants' receivables at the time the Agreement was entered into.

8. In addition, Guarantor(s) agreed to guarantee any and all amounts owed to Plaintiff from Company Defendant upon a breach in performance by Company Defendant.

9. Pursuant to Section 4.5 of the Agreement, Defendants agreed to accept service by certified or registered mail. Specifically, "merchant and guarantor(s) hereby agree that the mailing of any summons and complaint in any proceeding commenced by CPL by certified or registered mail, return receipt requested to the Mailing Address listed on this Agreement, or via email to the email address listed on this Agreement, or any other process required by any such court will constitute valid and lawful service of process against them without the necessity for service by any other means provided by statute or rule of court, but without invalidating service performed in accordance with such other provisions." *See* Ex. A to Summons and Complaint.

10. Plaintiff remitted the Purchase Price for the future receivables to Company Defendant as agreed. Initially, Company Defendant met its obligations under the Agreement.

11. Company Defendant ceased remitting to Plaintiff the Plaintiffs' share of Purchased Receivables and otherwise breached the Agreement by intentionally impeding and preventing Plaintiff from receiving the Specified Percentage of Company Defendants' receivables, while conducting regular business operations and collecting revenue.

12. Company Defendant remitted \$0.00. of the receivables purchased by Plaintiff, leaving a balance of unremitted receivables in the amount of \$22,500.00. In addition, pursuant to the Agreement, Company Defendant incurred NSF fees in the amount of \$70.00, Default Fees in the amount of \$3,000.00, and attorneys' fees in the amount of \$6,771.00.

13. Despite due demand, Company Defendant has failed to remit the purchased amount due and owing by Company Defendant to Plaintiff under the Agreement.

14. Additionally, Guarantor(s) was responsible for all amounts incurred because of any breach of the Company Defendant.

15. There remains a balance due and owing to Plaintiff on the Agreement in the amount of \$32,341.00. plus interest, costs, and disbursements.

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

16. Plaintiff repeats and realleges each and every allegation contained in paragraphs 1 through 15 of this complaint as though fully set forth at length herein.

17. Plaintiff gave fair consideration to Company Defendant which was tendered for the right to receive the aforementioned receivables. Accordingly, Plaintiff fully performed under the Agreement.

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

19. Company Defendant has materially breached the Agreement by failing to remit to Plaintiff the Plaintiffs' share of Future Receivables, as required under the Agreement and otherwise intentionally impeding and preventing Plaintiff from receiving the proceeds of the receivables purchased by them.

20. Upon information and belief, Company Defendant has also materially breached the Agreement by using more than one depositing bank (account which has not been approved by Plaintiff.

21. By reason of the foregoing, Plaintiff has suffered damages in the amount of \$32,341.00, plus interest, costs, and disbursements.

AS AND FOR A SECOND CAUSE OF ACTION
(Personal Guarantee)

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. Pursuant to the Agreement, Guarantor(s) personally guaranteed that Company Defendant would perform its obligations thereunder and that he would be personally liable for any loss suffered by Plaintiff as a result of a breach by Company Defendant.

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

25. By reason of the foregoing, Plaintiff is entitled to judgment against Guarantor(s) based on his personal guarantee in the sum of \$32,341.00, plus interest, costs, and disbursements.

WHEREFORE, plaintiff Apollo Funding Co. requests judgment against defendants D & A CONTRACTORS, INC. / D&A / D & A CONTRACTORS INC / D & A CONTRACTORS INC. / D AND A CONTRACTORS, INC. / D&A CONTRACTORS, INC. / D & A GENERAL CONTRACTORS INC. / D&A CONTRACTORS, and DEMETRE VENTOURIS as follows:

- i. On the first cause of action of the complaint, Plaintiff requests judgment against Company Defendant in the amount of \$32,341.00, plus interest, costs, and disbursements.
- ii. On the second cause of action of the complaint, Plaintiffs request judgment against Guarantor(s) in the amount of \$32,341.00, plus interest, costs, and disbursements;
- iii. For such other and further relief as this Court deems just and proper.

Dated: New York, New York
December 8, 2023

/s/ Mendy Piekarski, Esq.
Mendy Piekarski, Esq.
Piekarski Law PLLC
Attorneys for Plaintiff
1 Whitehall St., 2nd Fl
New York, New York 10004
Phone: (646) 968-8203
mendy@piekarski-law.com

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NOTICE OF COMMENCEMENT OF ACTION SUBJECT TO
MANDATORY ELECTRONIC FILING

PLEASE TAKE NOTICE that the matter captioned above, which has been commenced by filing of the accompanying documents with the County Clerk, is subject to mandatory electronic filing pursuant to Section 202.5-bb of the Uniform Rules for the Trial Courts. This notice is being served as required by Subdivision (b) (3) of that Section.

The New York State Courts Electronic Filing System ("NYSCEF") is designed for the electronic filing of documents with the County Clerk and the court and for the electronic service of those documents, court documents, and court notices upon counsel and self-represented parties. Counsel and/or parties who do not notify the court of a claimed exemption (see below) as required by Section 202.5-bb(e) must immediately record their representation within the-filed matter on the Consent page in NYSCEF. Failure to do so may result in an inability to receive electronic notice of document filings.

Exemptions from mandatory e-filing are limited to: 1) attorneys who certify in good faith that they lack the computer equipment and (along with all employees) the requisite knowledge to comply; and 2) self-represented parties who choose not to participate in e-filing. For additional information about electronic filing, including access to Section 202.5-bb, consult the NYSCEF website at www.nycourts.gov/efile or contact the NYSCEF Resource Center at 646-386-3033 or efile@courts.state.ny.us.

Dated: December 8, 2023

/s/ Mendy Piekarski, Esq.

Mendy Piekarski, Esq.

Piekarski Law PLLC

Attorneys for Plaintiff

1 Whitehall St., 2nd Fl

New York, New York 10004

Phone: (646) 968-8203

mendy@piekarski-law.com

STATE OF FLORIDA)
)
) SS.:
COUNTY OF MIAMI- DADE)

ASHER SKLAR, being duly sworn, states:

I am an authorized representative of Plaintiff Apollo Funding Co. in the within action. I have read the foregoing Verified Complaint and know the contents thereof; the same is true to my knowledge, except as to the matters therein stated to be alleged upon information and belief, and as to those matters I believe them to be true.

The foregoing statements are true under penalty of perjury.

By: Asher Sklar
ASHER SKLAR

Sworn to before me this
December 8, 2023,

By: _____
Notary Public - PHILIP SCAGLIONE



PHILLIP SCAGLIONE
Notary Public
State of Florida
Comm# HH254459
Expires 4/18/2026