

MONROE COUNTY CLERK'S OFFICE

THIS IS NOT A BILL. THIS IS YOUR RECEIPT.

Return To:
BRIAN SCHECHTER
315 Avenue U
Brooklyn, NY 11223

Receipt #

Book Page

No. Pages: 9

Instrument: EFILING INDEX NUMBER

Control #: Unrecorded #9598386

Index #: Unassigned-1580470

Date:

Time:

BIZFUND, LLC

LEADERS OF TOMORROW LEARNING ACADEMY, LLC
LEADERS OF TOMORROW LEARNING ACADEMY INC
1255 UPPER HEMBREE CHILDCARE LLC
2499 SHALLOWFORD RD CHILDCARE LLC
ELEVATE CHILDCARE ADVISORS LLC

Total Fees Paid: \$0.00

Employee:

State of New York

MONROE COUNTY CLERK'S OFFICE
WARNING – THIS SHEET CONSTITUTES THE CLERKS
ENDORSEMENT, REQUIRED BY SECTION 317-a(5) &
SECTION 319 OF THE REAL PROPERTY LAW OF THE
STATE OF NEW YORK. DO NOT DETACH OR REMOVE.

JAMIE ROMEO

MONROE COUNTY CLERK



SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF MONROE-----X
BIZFUND LLC

Plaintiff,

-against-

Index No.

Date Filed:

SUMMONS

Plaintiff's place of business:

315 Avenue U Brooklyn NY 11223

LEADERS OF TOMORROW LEARNING ACADEMY, LLC,
AND LEADERS OF TOMORROW LEARNING ACADEMY INC.,
AND 1255 UPPER HEMBREE CHILDCARE LLC,
AND 2499 SHALLOWFORD RD CHILDCARE LLC,
AND ELEVATE CHILDCARE ADVISORS LLC,
AND ERNEST ROMARIAN HUDSONBasis of venue and place of trial set
at MONROE County:

Pursuant to the agreement

Defendants.

-----X
To the above-named defendants:

YOU ARE HERBY SUMMONED to answer the complaint in this action and to serve a copy of your answer, or, if the complaint is not served with the summons, to serve a notice of appearance, on the plaintiff's attorney within 20 days after the service of this summons, exclusive of the day of service (or within 30 days after the service is complete 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.

SCHECHTER LAW OFFICE, PLLCDated: Brooklyn, New York
DECEMBER 8, 2023By: Brian Schechter
Brian Schechter, Esq.
Attorneys for Plaintiff
315 Avenue U
Brooklyn, New York 11223
T: (302) 342-8810
Brian@schechterlegal.comLEADERS OF TOMORROW LEARNING ACADEMY, LLC
3097 Emery Cir, Austell, Georgia 30168

LEADERS OF TOMORROW LEARNING ACADEMY INC.
3097 Emery Cir, Austell, Georgia 30168

1255 UPPER HEMBREE CHILDCARE LLC
3097 Emery Cir, Austell, Georgia 30168

2499 SHALLOWFORD RD CHILDCARE LLC
3097 Emery Cir, Austell, Georgia 30168

ELEVATE CHILDCARE ADVISORS LLC
3097 Emery Cir, Austell, Georgia 30168

ERNEST ROMARIAN HUDSON
2430 Staffordshire SE, Conyers, Georgia 30013

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF MONROE

-----X

BIZFUND LLC

Index No.

Date Filed:

Plaintiff,

-against-

VERIFIED COMPLAINT

LEADERS OF TOMORROW LEARNING ACADEMY, LLC,
AND LEADERS OF TOMORROW LEARNING ACADEMY INC.,
AND 1255 UPPER HEMBREE CHILDCARE LLC,
AND 2499 SHALLOWFORD RD CHILDCARE LLC,
AND ELEVATE CHILDCARE ADVISORS LLC,
AND ERNEST ROMARIAN HUDSON

Defendants,

-----X

Plaintiff, BIZFUND LLC, by its attorney, Schechter Law Office PLLC, complaining of the
Defendants LEADERS OF TOMORROW LEARNING ACADEMY, LLC, AND LEADERS
OF TOMORROW LEARNING ACADEMY INC., AND 1255 UPPER HEMBREE
CHILDCARE LLC, AND 2499 SHALLOWFORD RD CHILDCARE LLC, AND ELEVATE
CHILDCARE ADVISORS LLC, AND ERNEST ROMARIAN HUDSON alleges as follows:

PARTIES

1. Plaintiff, BIZFUND LLC (hereinafter referred to as (“PURCHASER” or “Plaintiff”) with its principal place of business at 315 AVENUE U BROOKLYN NY 11223 is a Delaware Limited Liability Company.
2. Upon information and belief, Defendants LEADERS OF TOMORROW LEARNING ACADEMY, LLC, AND LEADERS OF TOMORROW LEARNING ACADEMY INC., AND 1255 UPPER HEMBREE CHILDCARE LLC, AND 2499 SHALLOWFORD RD CHILDCARE LLC, AND ELEVATE CHILDCARE ADVISORS LLC (hereinafter referred to as “MERCHANT”) is/are a business organized and existing under the laws of GA located at 3097 Emery Cir, Austell, Georgia 30168.

3. Defendant ERNEST ROMARIAN HUDSON (hereinafter referred to as “PERFORMANCE GUARANTOR(S)”) is/are a natural person and upon information and belief, at all times hereinafter mentioned, was and is a resident of the state of GA residing at 2430 Staffordshire SE, Conyers, Georgia 30013 . (MERCHANT and PERFORMANCE GUARANTOR(S) are hereinafter individually referred to as “Defendant” and collectively referred to as “Defendants”).

4. Defendants have consented to the jurisdiction of this Court pursuant to the Agreement referenced below.

AS AND FOR A FIRST CAUSE OF ACTION
AGAINST DEFENDANT MERCHANT

5. Plaintiff repeats and realleges the allegations contained in paragraphs “1” through “4” above as though fully set forth herein at length.

6. On or about September 5, 2023, PURCHASER entered into a Sales Agreement(s) with MERCHANT (the “Agreement”) wherein and whereby for the sum of \$45,000.00, at the special instance and request of MERCHANT, PURCHASER agreed to buy and MERCHANT agreed to sell the future receivables of MERCHANT in the sum of \$67,050.00 to be paid by MERCHANT as an estimated daily/weekly payment of \$479.00 pursuant to the Agreement until paid in full. A true copy of the Agreement is annexed hereto as Exhibit A.

7. During the course of the Agreement, the unpaid sums become due and payable in full as required by the Plaintiff or pursuant to the terms of the Agreement on the happening of any event of default or the breach of any covenants or warranties prescribed under the Agreement.

8. MERCHANT defaulted under the terms of the Agreement by breaching its representations and warranties. Additionally, MERCHANT has refused to make all payments due under the Agreement despite due demand, therefore. All sums due at default become immediately due and payable.

9. After all payments, credits, offsets, and deductions, under the Agreement there is a balance as of this date in the sum of \$45,002.00

10. No payment has been made since DECEMBER 1, 2023, leaving a balance in the sum of \$45,002.00 plus interest at the statutory rate from DECEMBER 1, 2023.

11. MERCHANT is currently in default under the terms of the Agreement so that the balance in the sum of \$45,002.00 plus statutory interest from DECEMBER 1, 2023, is now due and owing to plaintiff.

12. By reason of the foregoing, MERCHANT is liable to PURCHASER in the sum \$45,002.00 plus interest at the statutory rate from DECEMBER 1, 2023, through the entry of judgment herein.

AS AND FOR A SECOND CAUSE OF ACTION
AGAINST DEFENDANT PERFORMANCE GUARANTOR(S)(S)

13. Plaintiff repeats and realleges the allegations contained in paragraphs “1” through “12” above as though fully set forth herein at length.

14. In connection with the Agreement, PERFORMANCE GUARANTOR(S)(S) made and delivered to PURCHASER a written personal guarantee of MERCHANT performance under the Agreement. Said guarantee states: “The undersigned Guarantor(s) hereby irrevocably and unconditionally guarantees to Purchaser Merchant’s Performance when due. . .” A true copy of the guarantee is annexed in Exhibit A.

15. Defendant MERCHANT failed to perform under the terms and conditions of the Agreement, rendering Defendant PERFORMANCE GUARANTOR(S)(S) personally liable pursuant to the terms of the guarantee.

16. Defendant PERFORMANCE GUARANTOR(S)(S) is currently in default under the terms of the Agreement so that the balance in the sum of \$45,002.00 plus statutory interest from DECEMBER 1, 2023, is now due and owing to plaintiff.

17. By reason of the foregoing, Defendant PERFORMANCE GUARANTOR(S)(S) is liable to PURCHASER in the sum \$45,002.00 plus interest at the statutory rate from DECEMBER 1, 2023, through the entry of judgment herein.

AS AND FOR A THIRD CAUSE OF ACTION
AGAINST ALL DEFENDANTS

18. Plaintiff repeats and realleges the allegations contained in paragraphs “1” through “17” above as though fully set forth herein at length.

19. The Agreement provides that in addition to all payments owed under the Agreement, MERCHANT agrees to pay all costs associated with a breach . . . and the enforcement thereof, including but not limited to court costs and attorneys’ fees and disbursements.

20. The guarantee of Defendant PERFORMANCE GUARANTOR(S)(S) provides that the guarantor shall pay costs, expenses and attorneys’ fees which may be incurred as a result of the Guarantor’s default under the guarantee.

21. Plaintiff has incurred and continues to incur expenses including attorneys’ fees, which cannot be finally determined at this date, but which will be capable of determination at such time as judgment may be entered herein.

22. By reason of the foregoing, Defendants MERCHANT and PERFORMANCE GUARANTOR(S)(S) are liable to Plaintiff for Plaintiff's expenses in regard to this litigation, including attorneys' fees, in such amount as may be determined.

WHEREFORE, Plaintiff demands judgment:

- a. on the first cause of action against Defendant MERCHANT in the sum of \$45,002.00 plus interest at the statutory rate from DECEMBER 1, 2023, through the entry of judgment herein;
- b. on the second cause of action against Defendant PERFORMANCE GUARANTOR(S) in the sum of \$45,002.00 plus interest at the statutory rate from DECEMBER 1, 2023, through the entry of judgment herein;
- c. on the third cause of action against Defendants MERCHANT and PERFORMANCE GUARANTOR(S)(S), jointly and severally awarding Plaintiff attorneys fees together with costs and expenses incurred in prosecuting this action in an amount to be determined by the Court.

Dated: Brooklyn, New York
DECEMBER 8, 2023

SCHECHTER LAW OFFICE, PLLC

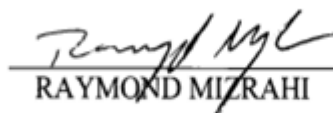
By: Brian Schechter
Brian Schechter, Esq.
Attorneys for Plaintiff
315 Avenue U
Brooklyn, New York 11223
T: (302) 342-8810
F: (212) 735-1422
Brian@schechterlegal.com

VERIFICATION

STATE OF NEW YORK)
)
COUNTY OF MONROE) ss:

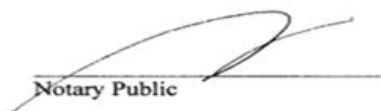
RAYMOND MIZRAHI , being duly sworn deposes and states I am an authorized representative of BIZFUND LLC in the within action. I have read the foregoing Verified Complaint and know the contents thereof, the same is true to my knowledge, except as to the matters therein stated to be alleged upon information and belief and as to those matters I believe them to be true

The foregoing statements are under the penalty of perjury


RAYMOND MIZRAHI

Sworn to before me this

DECEMBER 8, 2023


Notary Public

Brian Schechter
Notary Public, State of New York
Reg. No. 02SC6372745
Qualified in Nassau County
Commission Expires 3/26/2026