

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS**

Lionheart Funding LLC,

Plaintiff,

-against-

TEXAS STANDARD CONSTRUCTION LTD and Ronald
Dalton,

Defendant(s).

X

Index No. _____

SUMMONS

X

To the above-named Defendant(s):

YOU ARE HEREBY SUMMONED and required to serve upon Plaintiff's attorney an answer to the complaint in this action within twenty days after the service of this summons, exclusive of the day of service, or within thirty days after service is complete if this summons is not personally delivered to you within the State of New York. In case of your failure to answer, judgment will be taken against you by default for the relief demanded in the annexed complaint.

Plaintiff designates KINGS County as the place of trial. The basis of the venue is designated in the Agreement between the parties.

Dated: December 7, 2023
New York, NY

By: /s/ Steven Zakharyayev
Steven Zakharyayev, Esq.
10 W 37th Street, RM 602
New York, NY 10018
(201) 716-0681
Attorneys for Plaintiff

TO DEFENDANT(S):

TEXAS STANDARD CONSTRUCTION LTD
5511 West Ledbetter Drive, Dallas, TX 75236

Ronald Dalton
5511 West Ledbetter Drive, Dallas, TX 75236

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VERIFIED COMPLAINT

X

Plaintiff, Lionheart Funding LLC, by its attorney Steven Zakharyayev, Esq. as and for its complaint against Defendant(s) herein, alleges as follows:

1. Plaintiff Lionheart Funding LLC ("Plaintiff") is a New York limited liability company engaged in the receivable financing business.
2. Upon information and belief, TEXAS STANDARD CONSTRUCTION LTD ("Defendant-Seller") is a foreign limited liability company.
3. Defendant Ronald Dalton ("Defendant-Guarantor") is an individual residing in the State of TEXAS and upon information and belief is a principal of defendant-seller.
4. Pursuant to a receivable purchase agreement and personal guaranty dated April 7, 2023 (the "Agreement"), Plaintiff purchased a percentage of the Defendant-Seller's total future accounts receivable up to the sum of 149,900.00 ("Purchased Amount") in exchange for an upfront purchase price of 100,000.00 ("Purchase Price") A copy of the merchant agreement is attached as EXHIBIT A.
5. The Agreement contains the parties' express consent to the jurisdiction of the courts located in the State of New York.
6. Pursuant to the Agreement, Plaintiff was authorized to collect via an ACH electronic

debit of the Future Receivables, until such time that Plaintiff collected the total amount of purchased receivables.

7. Critical to facilitating this transaction, the Agreement contains Defendant-Seller's express covenant not to revoke its ACH authorization to Plaintiff or otherwise take any measure to interfere with Plaintiff's ability to collect the Future Receivables.
8. Contrary to Defendant-Seller's express covenant set forth above, Defendant-Seller materially breached the terms of the Agreement on NOVEMBER 20, 2023 by changing the designated bank account without Plaintiff's authorization, by placing a stop payment on Plaintiff's debits to the account or by otherwise taking measures to interfere with Plaintiff's ability to collect the Future Receivables. A copy of the remittance history is attached as EXHIBIT B.

AS AND FOR A FIRST CAUSE OF ACTION
(Breach of Contract as to Defendant-Seller)

9. The Agreement provides that Defendant-Seller shall be in default of the Agreement if, *inter alia*, it breaches any covenants contained therein or makes any representation or warranty proving to have been incorrect, false or misleading in any material respect.
10. As a result of Defendant-Seller's breach of the provisions set forth above, Defendant-Seller has defaulted under the Agreement.
11. Pursuant to the Agreement, in the event of Defendant-Seller's default, Plaintiff may declare the total amount of receivables purchased and not delivered as immediately due and owing to Plaintiff, including costs and fees. Plaintiff now has a balance of \$172,155.52 in undelivered Future Receivables.
12. Subtracting the amount of receivables Plaintiff has previously collected from Defendant-Seller under the Agreement from the total Future Receivables purchased by Plaintiff, there is presently due and owing from Defendant-Seller to Plaintiff the amount of \$172,155.52 with interest thereon from NOVEMBER 20, 2023.

AS AND FOR A SECOND CAUSE OF ACTION
(Breach of Guaranty as to Defendant-Guarantor)

13. The Agreement contains Defendant-Guarantor's separately executed and unconditional guarantee of payment in the event of default under the Agreement by Defendant-Seller ("Guaranty").
14. As a result of Defendant-Seller's breach and default under the Agreement as set forth above and pursuant to the Guaranty, there is presently due and owing from Defendant-Guarantor to Plaintiff the amount of \$172,155.52 with interest thereon from NOVEMBER 20, 2023.

WHEREFORE, Plaintiff demands judgment against defendants on the respective causes of action in the amount of \$172,155.52, plus interest from NOVEMBER 20, 2023 and costs and attorneys' fees, for such other and further relief as this Court may deem just and proper.

Dated: December 7, 2023
New York, NY

By:/s/ Steven Zakharyayev
STEVEN ZAKHARYAYEV, ESQ
10 W 37th Street, RM 602
New York, NY 10018
(201) 716-0681
Attorneys for Plaintiff

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VERIFICATION BY A PARTY

STATE OF FLORIDA)

COUNTY OF MIAMI-DADE)

ERIC MEDLIN, being duly sworn, hereby deposes and states the following:

I am a(n) ACCOUNT MANAGER of Lionheart Funding LLC in the within action. I have read the foregoing Verified Complaint and know the contents thereof; the same is true to my own knowledge, except as to matters therein stated to be alleged on information and belief, and as to those matters, I believe them to be true.

The foregoing statements are true under penalties of perjury.

Eric Medlin

ERIC MEDLIN

ACKNOWLEDGEMENT

STATE OF Florida)

);

COUNTY OF Miami-Dade)

On December 7 2023, The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization by ERIC MEDLIN who is personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his representative capacity, and that by his signature on the instrument, he executed the instrument.

[Signature]

