

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF ORANGE-----X  
SIMPLY FUNDING, LLC,

Plaintiff,

-against-

ANGELO'S FAMOUS ROAST BEEF & DELI  
LLC, DBA ANGELO'S FAMOUS ROAST  
BEEF & DELI, aka MONSINIS FAMILY  
PIZZERIA; and RICHARD MONSINI, aka  
RICHARD JOSEPH MONSINI,

Defendants.

-----X  
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 twenty days after the service of this summons, exclusive of the day of service where service is made by delivery upon you personally within the state, or, within 30 days after completion of service where service is made in any other manner. 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: Nassau, New York  
December 8, 2023By: /s/Chaim D. BergerChaim D. Berger, Esq.  
Berger Law Firm LLC  
333 Pearsall Ave, Suite 210  
Cedarhurst, NY 11516  
(646) 661-4431*Attorney for Plaintiff Simply Funding, LLC***Mail To:**Simply Funding, LLC  
300 N Main St # 107  
Spring Valley, NY 10977  
(646) 661-3818

**Defendants' to be served:**

Angelo's Famous Roast Beef & Deli LLC,  
DBA Angelo's Famous Roast Beef & Deli,  
aka Monsinis Family Pizzeria  
5 Main St Ext #103  
Plymouth, MA 02360

Richard Monsini, aka Richard  
Joseph Monsini  
79 Appleby St  
Brockton, MA 02302

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF ORANGE

-----X  
SIMPLY FUNDING, LLC,

Plaintiff,

**VERIFIED COMPLAINT**

Index No.

-against-

ANGELO'S FAMOUS ROAST BEEF & DELI  
LLC, DBA ANGELO'S FAMOUS ROAST  
BEEF & DELI, aka MONSINIS FAMILY  
PIZZERIA; and RICHARD MONSINI, aka  
RICHARD JOSEPH MONSINI,

Defendants.  
-----X

Plaintiff Simply Funding, LLC (hereinafter, "Simply" or "Plaintiff"), by and through its attorney, Chaim D. Berger, as and for its Verified Complaint, alleges as follows:

**PARTIES AND VENUE**

1. Plaintiff is a limited liability company organized in the State of New York with its principal place of business located at 1170 Rt 17M, Suite #2, Chester, NY 10918.
2. Angelo's Famous Roast Beef & Deli LLC, DBA Angelo's Famous Roast Beef & Deli, aka Monsinis Family Pizzeria ("AFR" or "Corporate Defendant") is a limited liability company organized in the state of Massachusetts and its principal place of business is located at 5 Main St Ext, Unit #103, Plymouth, MA 02360.
3. Richard Monsini, aka Richard Joseph Monsini ("Monsini" or "Guarantor" and collectively with the Corporate Defendant, "Defendants") is an individual residing at 79 Appleby St, Brockton, MA 02302, and is the owner of AFR.
4. This Court has jurisdiction over Defendants because they consented to jurisdiction

pursuant to the Agreement referenced below.

5. Venue is proper in Orange County pursuant to the Agreement entered into between the parties.

### **NATURE OF THE ACTION**

6. Plaintiff brings this action against the Defendants for the Defendants' breach of a contract between the parties. The parties entered into a contract whereby Plaintiff purchased a specified sum of the receivables owned by Corporate Defendant. Performance of the contract by the Corporate Defendant was personally guaranteed by the Guarantor. Defendants failed to comply with the terms of the Contract and thereby defaulted thereunder. The instant action is brought to recover the sums due and owing to Simply, as well as the costs and attorneys' fees incurred by the prosecution of this action.

### **RELEVANT FACTS**

7. On June 19, 2023, Simply entered a Receivables Purchase Agreement (the "Agreement") with Defendants whereby Simply agreed to buy fourteen point ten percent (14.10%) (the "Purchased Percentage") of AFR's future receivables until Simply received the sum of \$21,900.00 (the "Purchased Amount"), in exchange for an immediate lump-sum cash payment of \$15,000.00 (the "Purchase Price") from Simply to AFR. A copy of the Agreement is attached hereto as Exhibit A.

8. In coordination and as a material condition of the Agreement, Guarantor executed a Guaranty of Performance (the "Guaranty") whereby Guarantor personally and unconditionally guaranteed the performance by AFR of its obligations under the Agreement.

9. On or around June 20, 2023, Simply paid to AFR the Purchase Price less an agreed upon origination fee of \$600.00.

10. Pursuant to the Agreement, Defendants agreed to have one bank account (the “Designated Account”) approved by Simply from which Defendants authorized Simply to debit its Purchased Percentage 14.10% of the daily receivables via ACH transactions.

11. Between June 22, 2023, and October 10, 2023, the Defendants partially performed under the Agreement by making payments totaling \$11,096.00 to Simply.

12. On or about October 11, 2023, Defendants refused to continue performing under the Agreement while still conducting business operations.

13. On or about October 11, 2023, Defendants began interfering with and preventing Simply’s collection of its share of AFR’s receivables. According to the terms of the Agreement, AFR was required to remit 14.10% of their receivables to Simply. Since October 11, 2023, AFR did not remit any funds to Simply despite the fact that AFR was continuing to generate and collect receivables.

14. On October 11, 2023, AFR intentionally prevented the payments that Simply was authorized under the Agreement to collect via ACH from the Designated Account by closing the Designated Account. AFR intentionally diverted the payments to another account by closing the Designated Account. This was explicitly prohibited according to the Agreement, and as described above, the amount obligated to be paid under the Agreement was increased as a result of the Default Fee.

15. The foregoing actions by the Defendants constituted a breach of the Agreement and Guaranty.

16. Since the breach of the Agreement, Simply demanded that Defendants cure said default.

17. Since October 11, 2023, the Defendants failed to cure their default and have refused to perform.

18. There remains a balance owed to Simply pursuant to the Agreement in the amount of \$13,304.00.

19. By reason of the foregoing, Defendants are liable to Simply on the Agreement and the Guarantee for the payment of money as follows: as of December 8, 2023, the amount of \$13,304.00 plus interest, costs, and attorneys' fees incurred in the prosecution of this action.

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

20. The Plaintiff repeats and realleges each and every allegation contained in paragraphs 1 through 19 as though fully set forth at length herein.

21. The Agreement was a valid and enforceable contract between Plaintiff and the Defendants.

22. The Plaintiff has fully complied with and fully performed all of its obligations under the Agreement.

23. As set forth above, Corporate Defendant has breached the Agreement by, *inter alia*, refusing to remit to Simply 14.10% of its collected receivables while still conducting business operations.

24. By virtue of the foregoing, the Corporate Defendant is liable to Plaintiff as of December 8, 2023, the amount of \$13,304.00, plus interest, costs, and attorneys' fees incurred in the prosecution of this action.

**AS AND FOR A SECOND CAUSE OF ACTION**  
**(Breach of Performance Guaranty)**

25. The Plaintiff repeats and realleges each and every allegation contained in paragraphs 1 through 24 as though fully set forth at length herein.

26. Pursuant to the Performance Guaranty included in the Agreement, Guarantor personally guaranteed that the Corporate Defendant would perform its obligations thereunder, and that Guarantor would be personally liable for any loss suffered by Plaintiff as a result of the Corporate Defendants' failure to abide by their obligations under the contract.

27. The Corporate Defendant breached the Agreement and has defaulted thereunder.

28. The Guarantor has failed to perform its obligations under the Guaranty.

29. The Guarantor has not cured the Defendants' breach and has not paid Plaintiff for its loss.

30. By virtue of the foregoing, the Guarantor is liable to Plaintiff as of December 8, 2023, the amount of \$13,304.00, plus interest, costs, and attorneys' fees incurred in the prosecution of this action.

**AS AND FOR A THIRD CAUSE OF ACTION**  
**(Attorneys' Fees and Costs)**

31. The Plaintiff repeats and realleges each and every allegation contained in paragraphs 1 through 30 as though fully set forth at length herein.

32. Pursuant to the Agreement, Defendants agreed to reimburse the Plaintiff for all costs associated with Defendants' breach of the Agreement, and the Plaintiff's enforcement of the Agreement, including court costs and attorneys' fees.

33. Plaintiff has incurred and will continue to incur court costs and attorneys' fees in the within action, which seeks to enforce Defendants' obligations pursuant to the Agreement.

34. By virtue of the foregoing, Plaintiff is entitled to an award of the attorneys' fees and costs incurred in this action, in an amount to be determined by this court.

**WHEREFORE**, Plaintiff demands judgment against Defendants, jointly and severally, on the first, and second causes of action in the sum of \$13,304.00 with interest from December 8, 2023, and on the third cause of action for an award of the costs and attorney's fees incurred in this action, in an amount to be determined by this Court.

Dated: Nassau, New York  
December 8, 2023

By: /s/Chaim D. Berger  
Chaim D. Berger, Esq.  
Berger Law Firm LLC  
333 Pearsall Ave, Suite 210  
Cedarhurst, NY 11516  
(646) 661-4431  
*Attorney for Plaintiff Simply Funding, LLC*

**Mail To:**  
Simply Funding, LLC  
300 N Main St # 107  
Spring Valley, NY 10977  
(646) 661-3818

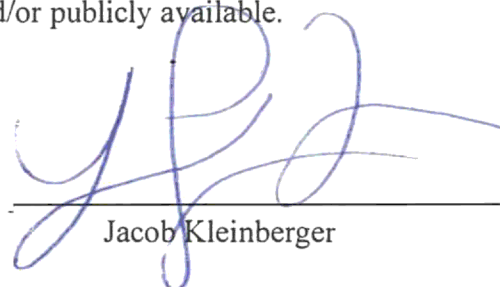


VERIFICATION

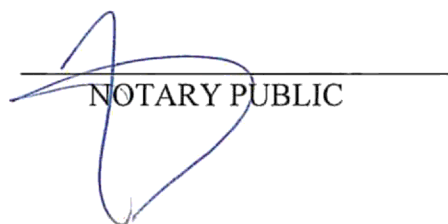
CITY OF NEW YORK       )  
  )  
COUNTY OF NEW YORK    )       ss:

Jacob Kleinberger, being duly sworn, deposes, and says as follows:

1.     I am Manager of Plaintiff Simply Funding, LLC.
2.     I have read the foregoing Summons and Verified Complaint and the same is true to my own knowledge, except those matters stated to be upon information and belief, and as to those matters, I believe them to be true. The source of my belief is my review of the pertinent documents and information in possession of Simply Funding, LLC and/or publicly available.

  
\_\_\_\_\_  
Jacob Kleinberger

Affirmed to before me this  
8th day of December 2023

  
\_\_\_\_\_  
NOTARY PUBLIC

