

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

KNIGHTSBRIDGE FUNDING LLC,

*Plaintiff,*

v.

D AND A CONTRACTORS INC, DEMETRE  
VENTOURIS and HELEN VENTOURIS

*Defendants,*

Index No:

Basis of venue designated: Contract pursuant to  
CPLR 501

**SUMMONS AND VERIFIED COMPLAINT**

**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 the summons, to serve a notice of appearance, on the Plaintiff's attorney within twenty (20) days after the service of this Summons, exclusive of the day of service (or within thirty (30) days after completion of service where service 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. Date:

December 14, 2023

s/ Zachary Eisner  
Zachary Eisner, Esq  
New York Bar No. 4948204  
333 Arthur Godfrey Rd. Suite 616  
Miami Beach, FL 33140  
[zackelaw@gmail.com](mailto:zackelaw@gmail.com)  
786.213.9655

To Defendant's Addresses:

D AND A CONTRACTORS INC and DEMETRE VENTOURIS – 1520 Vivian Place, Silver  
Spring MD 20902.

**SUPREME COURT OF THE STATE OF NEW YORK  
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*Plaintiff,*

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Index No:

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CPLR 501**VERIFIED COMPLAINT**

Plaintiff, KNIGHTSBRIDGE FUNDING LLC, by its attorney, Zack Eisner, Esq, for its complaint herein against D AND A CONTRACTORS INC ("Merchant") and DEMETRE VENTOURIS and HELEN VENTOURIS (collectively "Guarantor") (Merchants and Guarantor shall be collectively referred to herein as the "Defendants"), alleges as follows:

**PARTIES**

1. At all relevant times, Plaintiff was and is a limited liability company organized and existing under the laws of New York.
2. Upon information and belief, at all relevant times Merchant D AND A CONTRACTORS INC was and is a corporation organized and existing under the laws of Maryland.
3. Upon information and belief, at all relevant times, Guarantor DEMETRE VENTOURIS is an individual residing in the State of Maryland.
4. Upon information and belief, at all relevant times, Guarantor HELEN VENTOURIS is an individual residing in the State of Maryland.

**JURISDICTION AND VENUE**

4. This Court has jurisdiction over the Defendants pursuant to CPLR § 301 based upon a consent to jurisdiction provisions contained in the agreements between the parties.

5. Venue is proper in this Court pursuant to CPLR § 301 based upon the venue provisions contained in the agreements between the parties.

### **THE FACTS**

6. On or about July 27, 2023 Plaintiff and Merchants entered into a purchase agreement (the "Purchase Agreement") whereby Plaintiff agreed to purchase twenty percent of Merchant's future receivables (the "Specified Percentage") up to the sum of \$149,900.00 (the "Purchased Amount") in exchange for an upfront purchase price of \$100,000.00. The Purchase Agreement is attached as Exhibit A.

7. Pursuant to the Purchase Agreement, Merchant agreed to have one bank account approved by Plaintiff (the "Bank Account") into which all of its receivables would be deposited.

8. The Purchased Amount of receivables was to be remitted to Plaintiff pursuant to daily ACH debits from the Bank Account in the amount of \$5,765.00 weekly, which amount was a good faith approximation of the Specified Percentage.

9. If the Merchant's financial performance fluctuated during the term of the Agreement, the Merchant was entitled to a retroactive reconciliation and/or prospective adjustment of the estimated daily/weekly remittance if it followed the procedures set forth in the Purchase Agreement for requesting the reconciliation and/or adjustment.

10. Pursuant to a guaranty agreement (the "Guaranty") executed contemporaneously with each Purchase Agreement, the Guarantor guaranteed the performance of the Merchant's obligations to Plaintiff pursuant to the Purchase Agreements.

11. Plaintiff advanced both Purchase Prices, less applicable and disclosed upfront fees, to Defendant as agreed, thereby fully performing its obligations under the Purchase Agreement.

12. On or about October 19, 2023, Merchant breached the Agreement by failing to perform its obligations under the terms of the Agreement, by intentionally impeding and depriving Plaintiff of its daily ACH withdrawals from the specified bank account all while still conducting regular business operations.

13. Merchant has remitted a combined total of \$57,650.00 of the receivables purchased to Plaintiff, leaving an outstanding balance of the Purchased Amount of \$97,250.00.

14. The Guarantor breached the provisions of the Guaranty by failing to perform Merchant's obligations to Plaintiff under the Purchase Agreement when Merchant failed to do so.

15. Defendants are also liable to Plaintiff for a default fee in the amount of \$25,000.00 pursuant to Appendix A of the Purchase Agreement.

16. Defendants are also liable to Plaintiff for attorneys fees, costs and disbursements incurred by Plaintiff on account of their breaches of the agreements pursuant to the provisions of the Purchase Agreement and Guaranty.

17. Based on the foregoing, Defendants are liable to Plaintiff in the amount of \$122,250.00, plus interest from October 19, 2023, attorneys fees, costs, and disbursements.

**AS AND FOR THE FIRST CAUSE OF ACTION**

**(Breach of Contract)**

18. Plaintiff repeats and re-alleges each and every allegation contained in paragraphs 1 through 17 of this complaint as though fully set forth at length herein.

19. Plaintiff performed its obligations to Merchant under the Purchase Agreement by advancing the agreed upon purchase price, less applicable and disclosed upfront fees, for the Purchased Amount of the Merchant's receivables.

20. Upon information and belief, Merchant is still conducting regular business operations and still collecting receivables.

21. Merchant has materially breached the Purchase Agreement as set forth above.

22. Based on the foregoing, Defendants are liable to Plaintiff in the amount of \$122,250.00, plus interest from October 19, 2023, attorneys fees, costs, and disbursements.

**AS AND FOR THE SECOND CAUSE OF ACTION**

**(Guaranty)**

23. Plaintiff repeats and re-alleges each and every allegation contained in paragraph 1 through 22 of this complaint as though fully set forth at length herein.

24. Pursuant to the Guaranty, Guarantor guaranteed the performance of the Merchant's obligations to the Plaintiff under the Purchase Agreement.

25. Guarantor breached the provisions of the Guaranty by failing to perform the Merchant's obligations to Plaintiff when Plaintiff failed to do so.

26. By reason of the foregoing, Plaintiff is entitled to judgment against Guarantor for breach of Guaranty in the sum of \$122,250.00, plus interest from October 19, 2023, attorneys fees, costs, and disbursements

WHEREFORE, Plaintiff respectfully requests judgement as follows:

(a) on the first cause of action of the complaint, a money judgement against the Merchant in the amount of \$122,250.00, plus interest from October 19, 2023, attorneys fees, costs, and disbursements

(b) on the second cause of action of the complaint, a money judgement against the Guarantor in the amount of \$122,250.00, plus interest from October 19, 2023, attorneys fees, costs, and disbursements;

(c) for such other further relief as this Court deems just and proper.

Dated: December 14, 2023

s/ Zachary Eisner  
Zachary Eisner, Esq  
New York Bar No. 4948204  
333 Arthur Godfrey Rd. Suite 616  
Miami Beach, FL 33140  
[zackelaw@gmail.com](mailto:zackelaw@gmail.com)  
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CPLR 501**NOTICE OF ELECTRONIC FILING IN  
A MANDATORY CASE (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 below.

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: 1) serving and filing your documents electronically; 2) free access to view and print your e-filed documents; 3) limiting your number of trips to the courthouse; 4) paying any court fees on-line (credit card needed).

To register for e-filing or for more information about how e-filing works: 1) visit: [www.nycourts.gov/efile-unrepresented](http://www.nycourts.gov/efile-unrepresented); or 2) 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 with 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; email: [efile@nycourts.gov](mailto:efile@nycourts.gov)).

Dated: December 14, 2023

s/ Zachary Eisner  
Zachary Eisner, Esq  
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**VERIFICATION**

STATE OF NEW YORK  
COUNTY OF New York

Nicole Neyland being duly sworn states that he is an Authorized Officer of Plaintiff 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.

Nicole Neyland

New York County - NY State, Authorized Representative

On the 15 day of December in the year 2023, before me personally appeared Nicole Neyland 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 capacity, and that by his signature on the instrument, the individual, or the person or entity upon behalf of which the individual acted, executed the instrument.

NOTARY SEAL

Tarek

Notary Public

Date: TAREK M ELBARKATAWY  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01EL6413650  
Qualified in New York County  
My Commission Expires 02-01-2025