

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS

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ALTERNATIVE FUNDING GROUP CORP.,

Plaintiff,

-against-

JELANI ANTONIO BITOY D/B/ A SQUATYARD
ATLANTA CHICAGO DIVISION, JELANI ANTONIO
BITOY and MONEY & MUSCLE INC,

Defendants.
-----x

INDEX NO:

SUMMONS

Designated Venue: Kings County
Basis of venue designated:
Contract

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 20 days after service of this Summons, exclusive of the day of service (or within 30 days after the service is completed 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.

DATED: Garden City, NY
December 8, 2023

DAVID FOGEL P.C.

s/ David Fogel

David Fogel, Esq.

1225 Franklin Avenue

Suite 201

Garden City, New York 11530

Tel: 516-279-1420

Attorney for Plaintiff

File No.: 16413

DEFENDANTS:

JELANI ANTONIO BITOY d/b/a SQUATYARD ATLANTA CHICAGO DIVISION
438 S Maple Ave
Oak Park, IL 60302

JELANI ANTONIO BITOY
438 S Maple Ave
Oak Park, IL 60302

MONEY & MUSCLE INC
1084 Canal Street
Decatur, GA 30032

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS

-----X
ALTERNATIVE FUNDING GROUP CORP.,

INDEX NO:

Plaintiff,

VERIFIED COMPLAINT

-against-

JELANI ANTONIO BITOY D/B/ A SQUATYARD
ATLANTA CHICAGO DIVISION, JELANI ANTONIO
BITOY and MONEY & MUSCLE INC,

Defendants.
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Plaintiff, by its attorneys, DAVID FOGEL P.C., as and for its complaint herein, alleges against JELANI ANTONIO BITOY D/B/ A SQUATYARD ATLANTA CHICAGO DIVISION, JELANI ANTONIO BITOY and MONEY & MUSCLE INC (collectively, “Defendants”), the following:

1. At all times hereinafter mentioned, Plaintiff was and still is a corporation authorized to do business in New York
2. At all times hereinafter mentioned, upon information and belief, Defendant JELANI ANTONIO BITOY D/B/ A SQUATYARD ATLANTA CHICAGO DIVISION was and still is a sole proprietorship under the laws of the States of IL and GA.
3. At all times hereinafter mentioned, upon information and belief, Defendant JELANI ANTONIO BITOY was and still is a resident of the State of IL.
4. At all times hereinafter mentioned, upon information and belief, Defendant MONEY & MUSCLE INC was and still is a corporation, incorporated under the

laws of the State of GA.

5. Defendants agreed that any action between the parties arising out of the subject contract described hereunder be instituted in any court sitting in New York State and are therefore subject to the jurisdiction of this Court.

AS AND FOR A FIRST CAUSE OF ACTION
(Breach of Contract Against JELANI ANTONIO BITOY D/B/A SQUATYARD ATLANTA CHICAGO DIVISION)

6. Plaintiff and JELANI ANTONIO BITOY D/B/A SQUATYARD ATLANTA CHICAGO DIVISION entered into a written contract, dated June 12, 2023 (the "Contract") whereby JELANI ANTONIO BITOY D/B/A SQUATYARD ATLANTA CHICAGO DIVISION sold to Plaintiff its future receipts having a value of \$22,720.00 ("Receivables") for the sum of \$16,000.00 ("Purchase Price"), which Receivables were to be paid to Plaintiff pursuant to a payment schedule set forth in the Contract.
7. JELANI ANTONIO BITOY D/B/A SQUATYARD ATLANTA CHICAGO DIVISION agreed that in the event of its default under the Contract, such as the one alleged herein, the full uncollected Receivables plus all fees due under the Contract (as a result of the default) would become immediately due and payable in full to Plaintiff.
8. Upon Plaintiff's receipt of the executed Contract and pursuant to its terms, Plaintiff paid to JELANI ANTONIO BITOY D/B/A SQUATYARD ATLANTA CHICAGO DIVISION the Purchase Price.
9. On or about June 26, 2023, JELANI ANTONIO BITOY D/B/A SQUATYARD

ATLANTA CHICAGO DIVISION materially breached the terms of the Contract by causing the Receivables to be deposited into a separate account not designated in the Contract, blocked the payment due to Plaintiff so that Plaintiff could not collect the amount of Receivables due and/or prevented Plaintiff from collecting the amount due to non-sufficient funds or otherwise failed to pay and/or prevented Plaintiff from collecting the amount due pursuant to the payment schedule in the Contract and thereby defaulted under the terms of the Contract or otherwise violated a material term of the Contract which constituted an event of default thereunder.

10. Based upon the foregoing and after accounting for payments made and applicable fees, JELANI ANTONIO BITOY D/B/A SQUATYARD ATLANTA CHICAGO DIVISION owes Plaintiff a balance in the amount of \$27,434.20.
11. Moreover, pursuant to the Contract, said defendant owes Plaintiff reasonable attorneys' fees in an amount to be determined by the Court.
12. By reason of the foregoing, Plaintiff has been damaged as a result of the above-described default in an amount of no less than **\$27,434.20** with interest thereon from June 26, 2023.

AS AND FOR A SECOND CAUSE OF ACTION
(Breach of Guaranty Against JELANI ANTONIO BITOY)

13. Plaintiff repeats, reiterates and re-alleges each and every allegation contained within the preceding paragraphs as if fully set forth at length herein.
14. Defendant JELANI ANTONIO BITOY executed a Personal Guaranty of

Performance of all the obligations of the corporate codefendant set forth in the Contract.

15. By reason of the Guaranty, said Defendant is obliged to pay to Plaintiff the amount set forth in the preceding cause of action.

AS AND FOR A THIRD CAUSE OF ACTION
(As Against MONEY & MUSCLE INC)

16. Plaintiff repeats, reiterates and re-alleges each and every allegation contained within the preceding paragraphs as if fully set forth at length herein.
17. Pursuant to the terms of the Contract and the addendum thereto, Defendant JELANI ANTONIO BITOY is affiliated with, owns and/or otherwise controls codefendant(s) MONEY & MUSCLE INC.
18. Pursuant to the terms of the Contract and its addendum/exhibit, Defendant JELANI ANTONIO BITOY agreed to and did grant Plaintiff a security interest in the assets of MONEY & MUSCLE INC with respect to the Contract and any breach therein by Defendants.
19. Based on the foregoing, codefendant(s) MONEY & MUSCLE INC is/are also jointly and severally liable to Plaintiff in the amount set forth above.

WHEREFORE, Plaintiff demands judgment against Defendants, as follows:

- (i) On the first cause of action, against JELANI ANTONIO BITOY D/B/A SQUATYARD ATLANTA CHICAGO DIVISION, in the amount of **\$27,434.20** with interest from June 26, 2023;
- (ii) On the second cause of action, against JELANI ANTONIO BITOY, in the

amount of **\$27,434.20** with interest from June 26, 2023;

- (iii) On the third cause of action, against MONEY & MUSCLE INC, in the amount of **\$27,434.20** with interest from June 26, 2023;
- (iv) attorney's fees in amount as the Court deems just and proper;
- (v) all together with the costs and disbursements of this action; and
- (vi) any such other and further relief as the Court deems just and proper.

DATED: Garden City, NY
December 8, 2023

DAVID FOGEL P.C.

s/ David Fogel

David Fogel, Esq.
1225 Franklin Avenue
Suite 201
Garden City, New York 11530
Tel: 516-279-1420
Attorney for Plaintiff
File No.: 16413

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS-----X
ALTERNATIVE FUNDING GROUP CORP.,

Plaintiff,

-against-

JELANI ANTONIO BITOY D/B/A SQUATYARD
ATLANTA CHICAGO DIVISION, JELANI ANTONIO
BITOY and MONEY & MUSCLE INC,Defendants.
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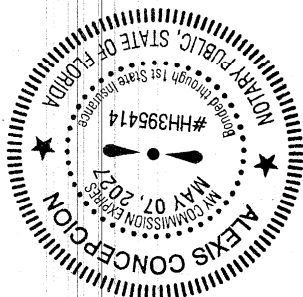
INDEX NO:

VERIFICATION OF
COMPLAINT☒ PLAINTIFF VERIFICATIONSTATE OF FL)
COUNTY OF BROWARD) ss.ANTHONY MARQUEZ, being duly sworn, deposes
and says:

I am Managing Partner of Alternative Funding Group Corp., the Plaintiff herein; I have read the foregoing complaint and know the contents thereof; that the same is true to my knowledge except those matters herein stated to be alleged upon information and belief, and as to those matter I believe them to be true. The grounds for my belief as to those matters herein not stated upon my knowledge is based upon the records in my possession.


ANTHONY MARQUEZ


SWORN TO BEFORE ME THIS

8 DAY OF December 2023
NOTARY PUBLIC☐ ATTORNEY VERIFICATIONDAVID FOGEL, an attorney duly admitted to practice
before the Court of the State of New York, affirms the
truth of the following under the penalties of perjury:

1. That I am the attorney of record for the Plaintiff with respect to the above-entitled action, and as such I am fully familiar with the facts and circumstances set forth in Plaintiff's annexed complaint. I have read the foregoing complaint and, upon information and belief, know the contents thereof to be true. This verification is made by your deponent rather than by plaintiff because Plaintiff's residence/principal place of business is located in a county other than the county in which my law office is situated.
2. The grounds of my belief include my review of certain of Plaintiff's books and records, and my communications with Plaintiff.

Dated: Garden City, NY
December 8, 2023

DAVID FOGEL P.C.


David Fogel, Esq.

SUPREME COURT OF THE STATE OF NEW YORK
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ALTERNATIVE FUNDING GROUP CORP.,

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Defendants.

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NOTICE OF ELECTRONIC FILING (Mandatory Case)

(Uniform 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" pg. 2).

• **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:

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

To register for e-filing or for more information about how e-filing works:

- visit: www.nycourts.gov/efile-unrepresented or
- 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

To find legal information to help you represent yourself visit 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 within the e-filed matter on the NYSCEF site 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 or contact the NYSCEF Resource Center (phone: 646-386-3033; e-mail: efile@nycourts.gov).

Dated: December 8, 2023

DAVID FOGEL P.C.

s/ David Fogel

David Fogel, Esq.

Tel: 516-279-1420

legaldocs@dfogelpc.com

File No.: 16413