

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

GEMINI FUNDING GROUP LLC D/B/A
GEMINI BUSINESS FUNDING,

Plaintiff,

-against-

LA DOMINICANA MULTISERVICES LLC
D/B/A/ LA DOMINICANA
MULTISERVICES D/B/A LDM.TAX,
ANNETTE RACHEL RODRIGUEZ A/K/A
ANNETTE R MERCEDES,

Defendants.

Index No:

SUMMONS

Plaintiff's Address:

65 Challenger Rd, Suite 410,
Ridgefield Park, NJ 07660

Basis of Venue:

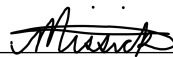
Plaintiff's place of business and residence

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 attorney(s) 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.

Dated: November 3, 2023

New York, New York



Jackée Missick

Attorney for Plaintiff

**GEMINI FUNDING GROUP LLC D/B/A
GEMINI BUSINESS FUNDING**

104 E 25th Street, 10th Floor

New York, NY 10010

Telephone: 347-577-9084

Defendants' Addresses:

LA DOMINICANA MULTISERVICES LLC D/B/A/ LA DOMINICANA MULTISERVICES
D/B/A LDM.TAX
7805 Bergenline Ave,
North Bergen, NJ 07047

LA DOMINICANA MULTISERVICES LLC D/B/A/ LA DOMINICANA MULTISERVICES
D/B/A LDM.TAX
99 Ridgefield Ave Apt 2
Ridgefield Park, NJ 07660-1942

ANNETTE RACHEL RODRIGUEZ A/K/A ANNETTE R MERCEDES
1-13 Morlot Ave
Fair Lawn, NJ 07410

ANNETTE RACHEL RODRIGUEZ A/K/A ANNETTE R MERCEDES
1 Euclid Ave
Ridgefield Park, NJ 07660-1914

ANNETTE RACHEL RODRIGUEZ A/K/A ANNETTE R MERCEDES
99 Ridgefield Ave Apt 2
Ridgefield Park, NJ 07660-1942

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

GEMINI FUNDING GROUP LLC D/B/A
GEMINI BUSINESS FUNDING,
Plaintiff,

Index No:

-against-

VERIFIED COMPLAINT

LA DOMINICANA MULTISERVICES LLC
D/B/A/ LA DOMINICANA
MULTISERVICES D/B/A LDM.TAX,
ANNETTE RACHEL RODRIGUEZ A/K/A
ANNETTE R MERCEDES,
Defendants.

Plaintiff, GEMINI FUNDING GROUP LLC D/B/A GEMINI BUSINESS FUNDING
("Plaintiff" or "Buyer"), by its attorney, Jackée Missick, as and for its Verified Complaint,
alleges as follows:

THE PARTIES

1. This action is brought to enforce the contract agreement between the parties.
2. At all times mentioned herein, Plaintiff was and is a limited liability company organized and existing under the laws of the State of New Jersey and authorized to conduct business in the State of New York, with a place of business located at 65 Challenger Rd, Suite 410 , Ridgefield Park, NJ 07660.
3. Upon information and belief, Defendant LA DOMINICANA MULTISERVICES LLC D/B/A/ LA DOMINICANA MULTISERVICES D/B/A LDM.TAX, ("Company Defendant" or "Seller") at all times mentioned herein was and is a foreign, organized and existing under the laws of the State of New Jersey with a place of business located at 7805 Bergenline Ave , North Bergen, NJ 07047.
4. Upon information and belief, Defendant ANNETTE RACHEL RODRIGUEZ ("Guarantor" and together with Company Defendant, "Defendants") is the owner, President,

director, and shareholder of Company Defendant, LA DOMINICANA MULTISERVICES LLC D/B/A/ LA DOMINICANA MULTISERVICES D/B/A LDM.TAX. The Guarantor is an individual residing at 1-13 Morlot Ave Fair Lawn, NJ 07410.

5. The Company Defendant and Defendant Personal Guarantor have consented to the jurisdiction of this Court pursuant to the forum selection in the Purchase Agreement referenced below. See ¶40 of the Purchase Agreement and ¶G7 of the Personal Guaranty of Performance.

RELEVANT FACTS

The Agreement

6. Plaintiff repeats and realleges each and every allegation contained in Paragraphs numbered “1” through “5” above as if fully set forth at length herein.

7. This action (“**Action**”) is brought to recover all sums due and owing by Defendants to Plaintiff, under a certain Purchase Agreement, dated as of June 15, 2021 (the “**Agreement**”) made by and between Plaintiff and Company Defendant, and a guaranty thereof made by Guarantor in favor of Plaintiff. A copy of the Agreement is annexed hereto as **Exhibit “A”**.

8. More specifically, pursuant to the Agreement, Plaintiff agreed to purchase from Company Defendant for \$10,000.00 (the “**Purchase Price**”) of Company Defendant’s interest of and in certain future sales receipts generated by Company Defendant through all sales channels and payment methods (“**Future Receipts**”).

9. The Plaintiff met its obligations under the Agreement and provided the Purchase Price to the Company Defendant, as required by the Agreement.

10. Under the terms and conditions of the Agreement, Company Defendant agreed to remit certain payments to Plaintiff commencing on or about June 15, 2021, on a daily basis, until

the specified sum of \$14,900.00 (the “**Amount Sold**”) is paid in full, plus all fees, costs and disbursements.

11. Under the terms and conditions of the Agreement, Plaintiff collected the Future Receipts by debiting every business day a specified amount by calendar month from a bank account owned by Company Defendant (the “**Bank Account**”).

12. Company Defendant agreed, pursuant to §34 of the Agreement, a default shall be defined, inter alia, as follows:

34. Events of Default. An “Event of Default” may be considered to have taken place if any of the following occur:

- (1) Any Merchant violates any term or covenant in this Agreement;
- (2) Any representation or warranty by any Merchant in any Agreement with GEMINI that has not been terminated proves to have been incorrect, false, or misleading in any material respect when made;
- (3) Any Merchant fails to provide GEMINI with written notice of any material change in its financial condition, operation, or ownership within seven days thereafter (unless a different notice period is specifically provided for elsewhere in this Agreement);
- (4) the sending of notice of termination by any Merchant or Guarantor;
- (5) Any Merchant transports, moves, interrupts, suspends, dissolves, or terminates its business without the prior written consent of GEMINI other than a bankruptcy filing;
- (6) Any Merchant transfers or sells all or substantially all of its assets without the prior written consent of GEMINI;
- (7) Any Merchant makes or sends notice of any intended bulk sale or transfer by any Merchant without the prior written consent of GEMINI;
- (8) Any Merchant uses multiple depository accounts without the prior written consent of GEMINI;
- (9) Any Merchant changes the Account without the prior written consent of GEMINI;
- (10) GEMINI is not provided with updated login or password information for the Account within one business day after any such change is made by any Merchant;
- (11) Any Merchant fails to send bank statements, merchant account statements, or bank login information for the Account within two business days after a written request for same is made by GEMINI;
- (12) Any Merchant changes any Processor or adds terminals without the prior written consent of GEMINI;
- (13) Any Merchant performs any act that reduces the value of any Collateral granted under this Agreement;
- (14) Any Merchant fails to deposit its Receivables into the Account;
- (15) Any Merchant causes any ACH debit to the Account by GEMINI to be blocked or stopped;

- (16) Four or more ACH debits to the Account by GEMINI are returned for not sufficient funds (NSF) without advance written notice from any Merchant;
- (17) Any Merchant prevents GEMINI from collecting any part of the Receivables Purchased Amount;
- (18) Any Merchant causes any ACH debit to the Account to be stopped that would result in an ACH Return Code of R08 or R10 and that Merchant does not within two business days thereafter provide GEMINI with written notice thereof explaining why that Merchant caused the ACH debit to be stopped, which notice may be given by e-mail to info@geminibusinessfunding.com; or
- (19) Any Merchant defaults under any of the terms, covenants, and conditions of any other agreement with GEMINI.

13. Upon a Default, Defendant agreed to §35 of the Agreement, which provides Plaintiff with the following remedies:

35. Remedies. In case any Event of Default occurs and is not waived, GEMINI may proceed to protect and enforce its rights or remedies by suit in equity or by action at law, or both, whether for the specific performance of any covenant, agreement, or other provision contained herein, or to enforce the discharge of each Merchant's obligations hereunder, or any other legal or equitable right or remedy. All rights, powers, and remedies of GEMINI in connection with this Agreement, including each Protection listed in Section 17, may be exercised at any time by GEMINI after the occurrence of an Event of Default, are cumulative and not exclusive, and will be in addition to any other rights, powers, or remedies provided by law or equity. In addition to the foregoing, in case any Event of Default occurs and is not waived, GEMINI will be entitled to the issuance of an injunction, restraining order, or other equitable relief in GEMINI's favor, subject to court or arbitrator approval, restraining each Merchant's accounts and/or receivables up to the amount due to GEMINI as a result of the Event of Default, and each Merchant will be deemed to have consented to the granting of an application for the same to any court or arbitral tribunal of competent jurisdiction without any prior notice to any Merchant or Guarantor and without GEMINI being required to furnish a bond or other undertaking in connection with the application.

The Guaranty

14. On June 15, 2021, in consideration of and to induce Plaintiff to enter into the Agreement, Guarantor executed the Personal Guaranty of Performance (the "**Guaranty**") therein, guaranteeing to Plaintiff – irrevocably, absolutely, and unconditionally – Company Defendant's prompt and complete performance of all of Company Defendant's obligations under the Agreement. A copy of the Guaranty is annexed hereto as **Exhibit "B"**.

15. In turn, the Guarantor agreed to pay to Plaintiff all reasonable costs associated with the Event of Default and the enforcement of Buyer's remedies, including but not limited to court costs and attorneys' fees.

16. The Guarantor agreed to pay Plaintiff its costs and expenses, including Plaintiff's collections costs and Plaintiff's reasonable attorney's fees, in enforcing any of the terms of the Agreement.

Defendant's Breach of the Agreement and Guaranty

17. Even though a demand for payment was made, the Defendants have failed and otherwise refused to pay as obligated, pursuant to the Purchase Agreement and Guaranty and has thus, defaulted in payment.

18. On or about July 2, 2021, Company Defendant defaulted when it, inter alia, prevented and/or ceased to deliver the Future Receipts as obligated pursuant to the terms of the Agreement. A copy of Company Defendant's Remittance Report is annexed hereto as **Exhibit "C"**.

19. Thereafter, Guarantor breached the Guaranty by failing to cure Company Defendant's default and became immediately liable to Plaintiff based upon, inter alia, the failure to remit the required payments as set forth herein.

20. By virtue of the foregoing, Defendants are jointly and severally liable to Plaintiff under the Agreement and Guaranty as of July 2, 2021, for the Amount Sold of \$14,900.00, less remittances made by Defendant, pursuant to the Agreement of \$4,706.79 leaving the amount due of \$10,193.21, plus attorneys' fees, other charges, and the costs and expenses of this Action.

AS AND FOR A FIRST CAUSE OF ACTION
AGAINST DEFENDANT
(Breach of Agreement)

21. Plaintiff repeats and realleges each and every allegation contained in Paragraphs numbered “1” through “20” above as if fully set forth at length herein.

22. The Agreement constitutes a valid and enforceable agreement.

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

24. As set forth above, Company Defendant defaulted when it, inter alia, prevented and/or ceased to deliver the Future Receipts as obligated pursuant to the terms of the Agreement.

25. By virtue of the foregoing, Company Defendant is liable to Plaintiff under the Agreement as of July 2, 2021, in the amount of \$10,193.21, plus attorneys’ fees, other charges and the costs and expenses of this Action.

AS AND FOR A SECOND CAUSE OF ACTION
AGAINST GUARANTOR
(Breach of Guaranty)

26. Plaintiff repeats and realleges each and every allegation contained in Paragraphs numbered “1” through “25” above as if fully set forth at length herein.

27. The Guaranty is a valid and enforceable agreement.

28. Guarantor defaulted under the Guaranty by failing to remit the amount owed by Company Defendant to Plaintiff pursuant to the terms of the Agreement.

29. As a result, Guarantor is liable to Plaintiff under the Guaranty as of July 2, 2021, in the amount of \$10,193.21, plus attorneys’ fee, other charges, and the costs and expenses of this Action.

WHEREFORE, Plaintiff, respectfully requests this Court grants judgment in its favour, against the Defendant as follows:

As a result of the foregoing, the Defendants, jointly and severally owe to the Plaintiff the sum of \$10,193.21, plus interests, costs and expenses, including attorney's fees, no part of which has been paid, although duly demanded from both Defendants.

I. On its first cause of action:

- (1) The Company Defendant and all persons claiming under it, have defaulted, pursuant to the terms of the Agreement, as of July 2, 2021, is liable to Plaintiff in the amount of \$10,193.21, plus attorneys' fees, interests, and the costs and expenses of this Action;

II. On the second cause of action:

- (1) The Guarantor and all persons claiming under him, have defaulted, pursuant to the terms of the agreement, as of July 2, 2021, is liable to Plaintiff in the amount of \$10,193.21, plus attorneys' fees, interests, and the costs and expenses of this Action;
- (2) The Guarantor has failed to honour its obligations under the Guaranty agreement to make or complete payments owed to the Plaintiff by the Company Defendant;

IV. Plaintiff further requests any relief the Court deems just and proper.

Dated: November 3, 2023
New York, New York



Jackée Missick

Attorney for Plaintiff

GEMINI FUNDING GROUP LLC D/B/A

GEMINI BUSINESS FUNDING

104 E 25th Street, 10th Floor

New York, NY 10010

Telephone: 347-577-9084

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

GEMINI FUNDING GROUP LLC D/B/A
GEMINI BUSINESS FUNDING

Index No:

Plaintiff,

-against-

VERIFICATION

LA DOMINICANA MULTISERVICES LLC
D/B/A/ LA DOMINICANA
MULTISERVICES D/B/A LDM.TAX AND
ANNETTE RACHEL RODRIGUEZ A/K/A
ANNETTE R MERCEDES

Defendants.

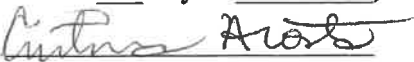
STATE OF NEW JERSEY)
) SS.:
COUNTY OF HUDSON)

Victor Rodriguez, being duly sworn, deposes and says:

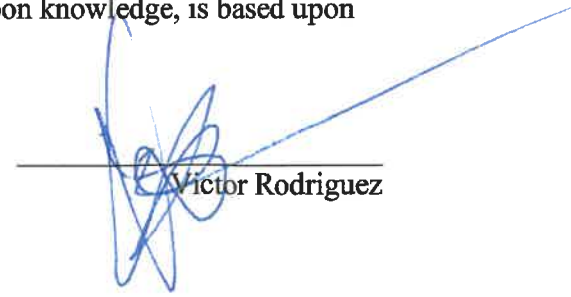
1. I am the Managing Partner of GEMINI FUNDING GROUP LLC D/B/A GEMINI BUSINESS FUNDING, the plaintiff in the within action.
2. I have read the annexed Verified Complaint, know the contents thereof and the same are true to my knowledge, except those matters thereon which are stated as to be alleged upon information and belief, and as to those matters, I believe them to be true.
3. I certify that to the best of my knowledge, information and belief, formed after an inquiry reasonable under the circumstances, the contentions made herein are not frivolous as defined in N.Y. Ct. Rules 130-1.1(c).
4. My belief as to those matters therein not stated upon knowledge, is based upon books and records held in our office.

Sworn to before me

on this 3rd day of November, 2023



Notary Public


Victor Rodriguez

CRISTINA MACOSTA ROJAS
NOTARY PUBLIC
STATE OF NEW JERSEY

INDEX No. _____

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

GEMINI FUNDING GROUP LLC D/B/A GEMINI BUSINESS FUNDING,
Plaintiff,

-against-

LA DOMINICANA MULTISERVICES LLC D/B/A/ LA DOMINICANA MULTISERVICES
D/B/A LDM.TAX, ANNETTE RACHEL RODRIGUEZ A/K/A
ANNETTE R MERCEDES,
Defendants.

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SUMMONS AND VERIFIED COMPLAINT

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Pursuant to 22 NYCRR 130-1.1 the undersigned, an attorney duly admitted to practice in the courts of the State of New York, certifies that, upon information and belief and reasonable inquiry the contention(s) contained in the annexed document are not frivolous.

Jackée Missick
Attorney for Plaintiff
**GEMINI FUNDING GROUP LLC D/B/A
GEMINI BUSINESS FUNDING**
104 E 25th Street, 10th Floor
New York, NY 10010
Telephone: 347-577-9084