

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS

Index No.:

CLEARFUND SOLUTIONS LLC,

Plaintiff,

SUMMONS

-against-

CATALINA YACHTS LLC and DAEDALUS
COMPOSITES LLC and DAEDALUS YACHTS,
LLC and DAEDALUS LAND-YACHTS LLC and
DAEDALUS PROPERTY HOLDINGS, LLC and
HERMES MARINE, LLC and EDENTON CENTER
FOR PERFORMING ARTS and SOLECTRA
YACHTS LLC and CATALINA YACHTS, INC. and
MICHAEL ALEXANDER REARDON ,

Defendants.

Plaintiff's address:

99 WALL STREET, 2613
NEW YORK, New York 10005

TO THE ABOVE-NAMED DEFENDANTS:

YOU ARE HEREBY SUMMONED and required to serve upon Plaintiff attorney, at the address stated below, an answer to the attached complaint. If this summons was personally delivered upon you in the State of New York, the answer must be served within twenty days after such service of the summons, excluding the date of service. If the summons was not personally delivered to you within the State of New York, the answer must be served within thirty days after service of the summons is complete as provided by law.

If you do not serve an answer to the attached complaint within the applicable time limitation stated above, a judgment may be entered against you, by default, for the relief demanded in the complaint, without further notice to you.

Basis for venue: Contractual.

Dated: Lakewood, NJ
October 21, 2025Yehuda Klein, Esq.
Attorney for Plaintiff
The Klein Law Firm LLC
1820 Swarthmore Ave #714
Lakewood, New Jersey 08701
Phone: (732) 592-1399
Email: jay@thekleinfirm.comNature of this action: breach of contract.
Relief sought: money damages.**Defendants to be served:**CATALINA YACHTS LLC, 7200 Bryan Dairy Road,, Seminole, Florida 33777
DAEDALUS COMPOSITES LLC, 7200 Bryan Dairy Road,, Seminole, Florida 33777
DAEDALUS YACHTS, LLC, 7200 Bryan Dairy Road,, Seminole, Florida 33777
DAEDALUS LAND-YACHTS LLC, 7200 Bryan Dairy Road,, Seminole, Florida 33777
DAEDALUS PROPERTY HOLDINGS, LLC, 7200 Bryan Dairy Road,, Seminole, Florida 33777
HERMES MARINE, LLC, 7200 Bryan Dairy Road,, Seminole, Florida 33777
EDENTON CENTER FOR PERFORMING ARTS, 7200 Bryan Dairy Road,, Seminole, Florida 33777
SOLECTRA YACHTS LLC, 7200 Bryan Dairy Road,, Seminole, Florida 33777
CATALINA YACHTS, INC. 7200 Bryan Dairy Road,, Seminole, Florida 33777
MICHAEL ALEXANDER REARDON, 7200 Bryan Dairy Road,, Seminole, Florida 33777

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS

CLEARFUND SOLUTIONS LLC,

Plaintiff,

-against-

CATALINA YACHTS LLC and DAEDALUS COMPOSITES
LLC and DAEDALUS YACHTS, LLC and DAEDALUS
LAND-YACHTS LLC and DAEDALUS PROPERTY
HOLDINGS, LLC and HERMES MARINE, LLC and
EDENTON CENTER FOR PERFORMING ARTS and
SOLECTRA YACHTS LLC and CATALINA YACHTS, INC.
and
MICHAEL ALEXANDER REARDON ,

Defendants.

Index No.:

**VERIFIED
COMPLAINT**

Plaintiff CLEARFUND SOLUTIONS LLC ("Plaintiff"), by its attorney, Yehuda Klein, Esq., for its complaint herein against CATALINA YACHTS LLC and DAEDALUS COMPOSITES LLC and DAEDALUS YACHTS, LLC and DAEDALUS LAND-YACHTS LLC (collectively, "Company Defendant") and DAEDALUS PROPERTY HOLDINGS, LLC and HERMES MARINE, LLC and EDENTON CENTER FOR PERFORMING ARTS and SOLECTRA YACHTS LLC and CATALINA YACHTS, INC. (collectively, "Entity Guarantor") and MICHAEL ALEXANDER REARDON, ("Guarantor") (Entity Guarantor and Individual Guarantor shall be collectively referred to as "Guarantor"), alleges as follows:

The Parties

1. At all relevant times, Plaintiff was and is a Company qualified to do business in and/or organized and existing under the laws of the State of New York.
2. Upon information and belief, at all relevant times, each Company Defendant was and is a company organized and existing under the laws of the State of Florida.
3. Upon information and belief, at all relevant times, each Entity Guarantor was and is a company organized and existing under the laws of the State of Florida.

4. Upon information and belief, at all relevant times, Guarantor was and is an individual residing in the State of Florida.

5. Upon information and belief, at all relevant times, Individual Guarantor is the owner, principal, and/or manager of each Company Defendant and each Entity Guarantor.

The Facts

6. On or about May 29, 2025, Plaintiff and Defendants entered into an agreement (the "Agreement") whereby Plaintiff agreed to purchase rights to Company Defendant's future receivables having an agreed upon value of \$292,000.00.

7. Pursuant to the Agreement, Company Defendant agreed to exclusively use one bank account approved by Plaintiff (the "Account") into which the Company Defendant agreed to deposit all of its receipts and from which Plaintiff was authorized to make periodic ACH withdrawals until \$292,000.00 was fully paid to Plaintiff.

8. The Agreement provided that if: (a) Company Defendant, without Plaintiff's prior authorization, used a bank account other than the Account or closed the Account; (b) Company Defendant failed to give Plaintiff the required advance notice to prevent an ACH withdrawal from being dishonored for insufficient funds; and/or, (c) Plaintiff is otherwise prevented from making any agreed upon ACH withdrawal, the Company Defendant was in default of the Agreement.

9. In addition, Guarantor agreed to guarantee any and all amounts owed to Plaintiff from Company Defendant upon Company Defendant's breach in performance of its Agreement obligations.

10. Plaintiff remitted the purchase price for the future receivables to Company Defendant as agreed and thereby fulfilled all of its Agreement obligations.

11. On or about September 10, 2025, Company Defendant blocked Plaintiff's access to the Account thereby preventing Plaintiff from making the agreed upon ACH withdrawals and, as such,

defaulted under the terms of the Agreement.

ables, thereby defaulting in the performance of its obligations as detailed in the Agreement.

12. Company Defendant made payments totaling \$121,666.70 leaving a balance of \$170,333.30. In addition, pursuant to the Agreement, Company Defendant incurred returned ACH fees in the amount of \$150.00 and a default account fee in the amount of \$2,500.00.

13. Additionally, Guarantor is responsible for all amounts incurred as a result of any default in the Agreement by Company Defendant.

14. There remains a balance due and owing to Plaintiff on the Agreement in the amount of \$172,983.30 plus interest at the statutory rate, costs, disbursements and attorney's fees.

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

15. Plaintiff repeats and realleges each and every allegation contained in paragraphs 1 through 14 of this complaint as though fully set forth at length herein.

16. Upon information and belief, Company Defendant is still conducting business operations and still collecting receivables.

17. During the course of the Agreement, the unpaid sums became due and payable to Plaintiff, in full as required by Plaintiff or pursuant to the terms of the Agreement in the event of any action constituting a default or breach of any of covenants or warranties contained in the Agreement. Any outstanding balance owed by the Company Defendant at the time of default became immediately due and payable.

18. By reason of the foregoing, Plaintiff has suffered damages in the amount of \$172,983.30, plus interest at the statutory rate, costs, disbursements and attorney's fees.

AS AND FOR A SECOND CAUSE OF ACTION (Breach of Guarantee)

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

20. Pursuant to the Agreement, Guarantor guaranteed that Company Defendant would perform its obligations thereunder and that Guarantor would be individually, jointly, and severally liable for any loss suffered by Plaintiff as a result of a breach by Company Defendant.

21. Company Defendant has breached the Agreement as detailed above.

22. By reason of the foregoing, Plaintiff is entitled to judgement against Guarantor based on Guarantor's breach of the guarantee in the sum of \$172,983.30, plus interest at the statutory rate, costs, disbursements and attorney's fees.

AS AND FOR A THIRD CAUSE OF ACTION (Unjust Enrichment)

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

24. Defendants have been unjustly enriched in that they have received the purchase price for the future receivables, yet have failed to pay the sum of \$172,983.30 pursuant to the Agreement.

25. By reason of the foregoing, Plaintiff is entitled to judgment against the Defendants for unjust enrichment in the amount of \$172,983.30, plus interest at the statutory rate, costs, disbursements and attorney's fees.

WHEREFORE, Plaintiff requests judgement against Defendants, jointly and severally, as follows:

(i) On the first cause of action of the complaint, Plaintiff requests judgement against each Company Defendant in the amount of \$172,983.30, plus interest at the statutory rate, costs, disbursements and attorney's fees;

(ii) On the second cause of action of the complaint, Plaintiff requests judgement against each Guarantor in the amount of \$172,983.30, plus interest at the statutory rate, costs, disbursements and attorney's fees;

(iii) On the third cause of action of the complaint, Plaintiff requests judgement against Defendants in an amount of \$172,983.30, plus interest at the statutory rate, costs, disbursements and attorney's fees;

(iv) For such other and further relief as this Court deems just and proper.

Dated: Lakewood, NJ
October 21, 2025

A handwritten signature in blue ink, appearing to read 'Yehuda Klein', with a stylized flourish extending to the right.

Yehuda Klein, Esq.
Attorney for Plaintiff
The Klein Law Firm LLC
1820 Swarthmore Ave #714
Lakewood, New Jersey 08701
Phone: (732) 592-1399
Email: jay@thekleinfirm.com

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS

CLEARFUND SOLUTIONS LLC,

Plaintiff,

-against-

CATALINA YACHTS LLC and DAEDALUS
COMPOSITES LLC and DAEDALUS YACHTS, LLC
and DAEDALUS LAND-YACHTS LLC and
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HERMES MARINE, LLC and EDENTON CENTER
FOR PERFORMING ARTS and SOLECTRA YACHTS
LLC and CATALINA YACHTS, INC. and
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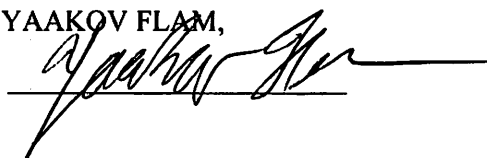
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**VERIFICATION
BY A PARTY**

STATE OF NEW YORK, COUNTY OF KINGS

YAAKOV FLAM, hereby affirms, under the penalties of perjury under the laws of
New York, which may include a fine or imprisonment, that the foregoing Complaint is true,
and I understand that this document may be filed in an action or proceeding in a court of law.

YAAKOV FLAM,

A handwritten signature in black ink, appearing to read 'Yakov Flam', is written over a horizontal line.

SUPREME COURT OF THE STATE OF NEW YORK
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YACHTS LLC and DAEDALUS PROPERTY HOLDINGS, LLC
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PERFORMING ARTS and SOLECTRA YACHTS LLC and
CATALINA YACHTS, INC. and
MICHAEL ALEXANDER REARDON ,

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Index No.:

**NOTICE OF ELECTRONIC FILING
(Consensual Case)
(Uniform Rule §202.5-b)****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

An attorney representing a party who is served with this notice must either consent or decline consent to electronic filing and service through NYSCEF for this case.

Attorneys registered with NYSCEF may record their consent electronically in the manner provided at the NYSCEF site. Attorneys not registered with NYSCEF but intending to participate in e-filing must first create a NYSCEF account and obtain a user ID and password prior to recording their consent by going to www.nycourts.gov/efile

Attorneys declining to consent must file with the court and serve on all parties of record a declination of consent.

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: October 21, 2025



Yehuda Klein, Esq.
Attorney for Plaintiff
The Klein Law Firm LLC
1820 Swarthmore Ave #714
Lakewood, New Jersey 08701
Phone: (732) 592-1399
Email: jay@thekleinfirm.com

To:

CATALINA YACHTS LLC, 7200 Bryan Dairy Road,, Seminole, Florida 33777
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CATALINA YACHTS, INC. and
MICHAEL ALEXANDER REARDON ,

Defendants.

SUMMONS, VERIFIED COMPLAINT and NOTICE OF ELECTRONIC FILING

Yehuda Klein, Esq.

Attorney for Plaintiff

Office and Post Office Address, Telephone

The Klein Law Firm LLC

1820 Swarthmore Ave #714

Lakewood, New Jersey 08701

Phone: (732) 592-1399

Email: jay@thekleinfirm.com

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

Dated: October 21, 2025



Yehuda Klein, Esq.

To:

Attorney(s) for

Service of a copy of the within is hereby admitted.

Dated:

Attorney(s) for
