

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

ISRAEL MAKSIMOF,

Plaintiff,

-against-

BRILLIANT TECHNOLOGIES  
CORPORATION,

Defendant.

Index No.:

Plaintiff designates New Yorks County as  
the place of trial

The basis of venue is Defendant's  
residence

**SUMMONS**


TO THE ABOVE NAMED DEFENDANT(s):

**YOU ARE HEREBY SUMMONED** and required to appear by serving an answer to the annexed Verified Complaint upon Plaintiff's attorney, at the address stated below, within twenty (20) days after service of this summons, exclusive of the day of service (or within thirty (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 for the relief demanded in the Verified Complaint, together with the costs of this action.

Dated: New York, New York  
November 3, 2011

**THE SCHUTZER GROUP, PLLC**

By: \_\_\_\_\_

  
Eric P. Schutzer  
*Attorneys for Plaintiff*  
330 Seventh Avenue, 15<sup>th</sup> Floor  
New York, NY 10001  
(212) 714-0700

To: Brilliant Technologies Corporation  
211 Madison Avenue, Suite 28  
New York, New York 10016

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

ISRAEL MAKSIMOF,

Plaintiff,

-against-

BRILLIANT TECHNOLOGIES  
CORPORATION,

Defendant.

Index No.:

**VERIFIED COMPLAINT**

Plaintiff, Israel Maksimof (“Plaintiff”), by its attorneys, The Schutzer Group, PLLC, as and for its complaint against the defendant, Brilliant Technologies Corporation, (“Defendant”), hereby alleges as follows:

**The Parties**

1. At all relevant times hereinafter mentioned, Plaintiff was and is an individual, with his primary place of residence located at 14739 77<sup>th</sup> Avenue4, Flushing, New York. .

2. Upon information and belief, at all relevant times hereinafter mentioned, Defendant was and is a Delaware business corporation organized with offices located at 211 Madison Avenue, Suite 28B, New York, New York.

**NATURE OF ACTION**

3. This is an action for damages sustained by Plaintiff as a result of Defendant’s non-payment of a promissory note entered into between Plaintiff and Defendants.

**FACTS**

4. On or about May 12, 2008, Plaintiff and Defendant entered into a written agreement (the “Note”) in which Plaintiff agreed to lend Defendant the sum of \$50,000.00 (the

“Loan Amount”) in exchange for Defendant’s promise to repay the Loan Amount together with interest thereon at the rate of 9% per annum in full on May 12, 2009.

5. Plaintiff did remit to Defendant and Defendant did received the Loan Amount from Plaintiff.

6. The Note represented the intent of the terms of the agreement between the Plaintiff and Defendant and was executed by Plaintiff, personally and by Allan Klepfisz, President and CEO of Defendant.

7. On or about May 12, 2009, Defendant failed to make the payment required under the Note.

8. On or about September 15, 2011, Plaintiff provided written notice by certified mail return receipt requested to Defendant of its non-payment and/or breach of the Note (“Notice of Default”).

9. Despite receipt of the Notice of Default, Defendant failed to remit payment to Plaintiff any of the monies required to cure such breach within 30 days of receipt of the Notice of Default.

10. Pursuant to the terms of the Note, upon Defendants failure to cure within 30 days of receipt of the Notice of Default, the entire outstanding balance of principal and interest became immediately due and Defendant additionally became liable to Plaintiff for the payment of Plaintiff’s reasonable attorneys fees.

11. By failing to pay all amounts required under the Note, Defendant breached the Note.

12. As a result of said breach, Plaintiff has incurred damages in the sum of \$64,751.45 with interest of 9% per annum thereon from May 12, 2011, plus attorneys fees of \$21,583.82 making a total of \$86,335.27.

13. Despite due demand, Defendant have failed to pay said \$86,335.27.

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

14. Plaintiff repeats and realleges each and every allegation contained in paragraphs 1 through 13 of this complaint with the same force and effect as if set forth fully at length herein.

15. On or about May 12, 2008, Defendant and Plaintiff entered into an agreement, the Note, pursuant to which Defendant agreed to repay Plaintiff the Loan Amount plus interest at 9% per annum on May 12, 2009.

16. Plaintiff fully performed all of its obligations under the Note.

17. As a result of Defendant's failure to pay Plaintiff in accordance with the terms of the Note, Plaintiff has been damaged and Defendant is liable to the Plaintiff in the sum of \$64,751.45 with interest of 9% per annum thereon from May 12, 2011, plus attorneys fees of \$21,583.82 making a total of \$86,335.27, together with the costs and disbursements of this action.

**AS AND FOR A SECOND CAUSE OF ACTION**  
**(Account Stated)**

18. Plaintiff repeats and realleges each and every allegation contained in paragraphs 1 through 17 of this complaint with the same force and effect as if set forth fully at length herein.

19. Plaintiff duly issued and sent to Defendant an account statement(s), which set

forth in detail all monies due under the Note.

20. Defendant received the account statement(s) without protest and neither objected to them nor indicated that they were erroneous in any respect whatsoever. Defendant thereby acknowledged that the debt owed to Plaintiff, as set forth in said invoices and account statements, is true and correct.

21. As set forth above, the amount currently due and owing by Defendant under the terms of the Note and the account statement(s) is the sum of \$64,751.45 with interest of 9% per annum thereon from May 12, 2011, plus attorneys fees of \$21,583.82 making a total of \$86,335.27.

22. By reason of the foregoing, Plaintiff is entitled to judgment against Defendant for an account stated in the sum of \$64,751.45 with interest of 9% per annum thereon from May 12, 2011, plus attorneys fees of \$21,583.82 making a total of \$86,335.27, together with the costs and disbursements of this action.

**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. Defendant benefited from the Note, has acknowledged receipt of those benefits, and have failed to pay for same.

25. Given Defendant's failure to make payment for the outstanding balance owed, and the fact that Defendant was the beneficiaries under the Note, Defendant would be unjustly

enriched to Plaintiff's detriment unless judgment is entered against them for the full balance due and owing to Plaintiff.


26. As set forth above, Defendant has been unjustly enriched to Plaintiff's detriment.

27. By reason of the foregoing, Plaintiff is entitled to judgment against Defendant for unjust enrichment in the sum of \$64,751.45 with interest of 9% per annum thereon from May 12, 2011, plus attorneys fees of \$21,583.82 making a total of \$86,335.27, together with the costs and disbursements of this action.

**WHEREFORE**, the Plaintiff demands judgment against Defendant on its first, second and third causes of action in the sum of \$64,751.45 with interest of 9% per annum thereon from May 12, 2011, plus attorneys fees of \$21,583.82 making a total of \$86,335.27, together with the costs and disbursements of this action and for such other and further relief as this Court deems just and equitable.

Dated: New York, New York  
October 11, 2011

THE SCHUTZER GROUP PLLC

By:   
Eric P. Schutzer, Esq.  
330 Seventh Avenue, 15<sup>th</sup> Floor  
New York, NY 10036  
(212) 714-0700  
Attorneys for the Plaintiff

**VERIFICATION**

Israel Maksimof, affirms under the penalty of perjury:

That he has read the Summons and Complaint and knows that contents thereof and the same are true to his knowledge based upon his review of his books and records, except those matters therein which are stated to be alleged on information and belief, and so as to those matters he believes them to be true.

Dated: October 24, 2011

  
\_\_\_\_\_  
Israel Maksimof

Sworn to before me  
This 24 day of October, 2011

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

**ERIC SCHUTZER**  
Notary Public, State of New York  
No. 62SC6131641  
Qualified in Westchester County  
Commission Expires August 15, 2014

Index No. Year  
SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK

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ISRAEL MAKSIMOF,  
Plaintiff,

-against-

BRILLIANT TECHNOLOGIES CORPORATION,  
Defendant

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**SUMMONS AND VERIFIED COMPLAINT**

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**THE SCHUTZER GROUP, PLLC**  
Attorneys for Plaintiff  
330 Seventh Avenue, 15<sup>th</sup> Floor  
New York, New York 10001  
(212) 714-0700

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*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: November 3, 2011 Signature   
Print Signer's Name \_\_\_\_\_

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Service of a copy of the within Summons and Verified Complaint is hereby admitted.

Dated: \_\_\_\_\_  
ERIC SCHUTZER  
Attorney(s) for \_\_\_\_\_

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**PLEASE TAKE NOTICE**

that the within is a (certified) true copy of a  
Entered in the office of the clerk of the within named Court on \_\_\_\_\_ 20

that an Order of which the within is a true copy will be presented for settlement to the  
Hon. \_\_\_\_\_ one of the judges of the within named Court,  
at \_\_\_\_\_  
on \_\_\_\_\_ 20 \_\_\_\_\_, at \_\_\_\_\_ M.

Dated:

**THE SCHUTZER GROUP, PLLC**  
Attorneys for Plaintiff  
330 Seventh Avenue, 15<sup>th</sup> Floor  
New York, New York 10001