

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

TREVOR COLE COMMERCIAL CO.  
OF CT., INC.,

Plaintiff,

v.-

BRIDGEHAMPTON FUNDING CORP. and  
ANTHONY KLINE,

Defendants.

TO THE ABOVE NAMED DEFENDANTS:

YOU ARE HEREBY SUMMONED to answer the complaint in this action and to file a copy of your answer with the Supreme Court of the State of New York, at the office at 60 Centre Street, New York, New York 10007, 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 attorneys for the Plaintiff within 20 days after the service of this summons, exclusive of the day of service (or within 30 days after service is complete if this summons is not personally delivered to you within the State of New York). 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: New York, New York  
October 30, 2017



Ken Sussmane  
McCue Sussmane Zapfel Cohen & Youbi P.C.  
Attorneys for Plaintiff  
500 Fifth Avenue, Suite 3020  
New York, New York 10110  
(212) 931-5500

To: Bridgehampton Funding Corp.  
200 13th Avenue Suite 1683  
Ronkonkama, NY 11779

Anthony Kline  
200 13th Avenue Suite 1683  
Ronkonkama, NY 11779

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

TREVOR COLE COMMERCIAL CO.  
OF CT., INC.,

Plaintiff,

Index No.

**COMPLAINT**

v.-

BRIDGEHAMPTON FUNDING CORP. and  
ANTHONY KLINE,

Defendants.

Plaintiff Trevor Cole Commercial Co. of Ct. Inc., by its attorneys, McCue Sussman Zapfel Cohen & Youbi, P.C., for its Complaint against Bridgehampton Funding Corp. and Anthony Kline herein alleges as follows:

**PARTIES**

1. Plaintiff is a Connecticut corporation engaged in the business of arranging business loans for borrowers.
2. Defendant Bridgehampton Funding Corp. ("Bridgehampton") is a business whose website states that it is a business funding consultation group that connects potential borrowers with business lenders.
3. Upon information and belief Bridgehampton is a New York entity with offices at is 200 13th Avenue Suite 1683 Ronkonkama, NY 11779.
4. Upon information and belief, Defendant Anthony Kline is an employee or principal of Bridgehampton.
5. Defendants are not agents of Plaintiff.
6. Defendants have never been engaged or employed by Plaintiff.
7. Defendants have no authority to represent Plaintiff.

8. Defendants have no authority to take any action on behalf of Plaintiff.
9. Defendants have issued to Defendants' clients or prospective clients letters of intent and commitment letters in the name of Plaintiff to make loans.
10. Defendant issued such letters of intent and commitment letters were issued using Plaintiff's name and address and a forged signature of Plaintiff.
11. Defendants received fees in exchange for issuing the forged documents in the name of Plaintiff.
12. Certain fees were deposited in the personal checking account of Defendant Anthony Kline.
13. Plaintiff had no knowledge of any of such transactions.
14. Plaintiff never authorized Defendants to issue any document or commitment on behalf of Plaintiff.
15. Plaintiff received no funds or any other benefit from the fraudulent transactions
16. Plaintiff discovered the transactions when Defendants' customers contacted Plaintiff regarding the loans Defendants had agreed to make, and requested a refund of commitment fees paid to Defendant.

### **FIRST CAUSE OF ACTION**

#### **Fraud**

17. Plaintiff repeats and realleges each and every allegation contained in paragraphs 1 through 16 as if fully set forth herein.
18. Defendants falsely stated that they were representative of Plaintiff.
19. Defendants falsely stated that they were authorized to act on behalf of Plaintiff.

20. Defendants issued forged documents in the name of Plaintiff to cause its customers to pay commitment fees for loans.

21. Defendants knowingly made such false statements to induce customers to pay commitment fees for loans about which Plaintiff knew nothing.

22. Plaintiff was damaged as the result of those false statements.

23. Plaintiff is entitled to damages in the amount to be proven at trial, but in no event less than \$1,000,000, plus punitive damages in an amount necessary to deter future misconduct by Defendants.

24. Plaintiff is entitled to an order (a) enjoining Defendants from issuing any document in the name of Plaintiff or otherwise taking any action in the name of or on behalf of Plaintiff; and (b) ordering Defendants to return to all customers all fees or other monies received in relation to any potential loans from Plaintiff or otherwise received as the result of issuing documents in the name of Plaintiff.

**SECOND CAUSE OF ACTION**  
**Injurious Falsehood**

25. Plaintiff repeats and realleges each and every allegation contained in paragraphs 1 through 24 as if fully set forth herein.

26. Defendants knowingly made false statements that they were doing business as Plaintiff and/or acting on behalf of Plaintiff to issue commitments and letters of intent for loans about which Plaintiff had no knowledge.

27. The statements of Defendants disparaged or reflected negatively on the quality, condition or value of the business and the services offered by Plaintiff to its customers.

28. The actions taken by Defendants were done with intent to harm and damage Plaintiff and to inflict economic loss.

29. Plaintiff's business has been damaged through loss of business and the additional costs and expenses to defend the false accusations and complaints from Defendants' customers.

30. Defendants' actions are without excuse or justification.

31. Defendants have improperly and unlawfully intentionally inflicted economic loss on Plaintiff.

32. Plaintiff has sustained damages in an amount to be proven at trial, but in no event less than \$1,000,000, plus punitive damages in an amount sufficient to deter future misconduct by Defendants.

**THIRD CAUSE OF ACTION  
Unjust Enrichment**

33. Plaintiff repeats and realleges each and every allegation contained in paragraphs 1 through 32 as if fully set forth herein.

34. Defendants wrongfully charging fees in exchange for issuing fraudulent letters of intent and commitment letters in the name of Plaintiff.

35. Defendants have been unjustly enriched by having misappropriated funds from its customers.

36. Plaintiff is entitled to an order requiring Defendants to return to the payors all monies received by Defendants based on letters of intent or commitments in the name of Plaintiff.

**WHEREFORE**, Plaintiff respectfully requests that this Court grant the following relief:

On the First Cause of Action, enter judgment (a) awarding damages in an amount to be proven at trial, but in no event less than \$1,000,000 plus punitive damages in an amount necessary to deter future misconduct by Defendants; (b) enjoining Defendants from issuing any document in the name of Plaintiff or otherwise taking any action in the name of or on behalf of Plaintiff; and

(c) ordering Defendants to return to all customers all fees or other monies received in relation to any potential loans from Plaintiff or otherwise received as the result of issuing documents in the name of Plaintiff;

On the Second Cause of Action, awarding damages in an amount to be proven at trial, but in no event less than \$1,000,000 plus punitive damages in an amount necessary to deter future misconduct by Defendants;

On the Third Cause of Action, enter judgment ordering Defendants to return to the payors all monies received by Defendants based on letters of intent or commitments in the name of Plaintiff. Awarding such other damages and relief as the Court deems appropriate.



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Kenneth Sussmane  
MCCUE SUSSMANE ZAPFEL COHEN &  
YOUBI, P.C.  
500 Fifth Avenue, Suite 3020  
New York, NY 10110  
Tel: (212) 931-5500  
Fax: (212) 931-5508  
[ksussmane@mszpc.com](mailto:ksussmane@mszpc.com)  
*Attorneys for Plaintiff*