

**IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT
IN AND FOR HILLSBOROUGH COUNTY, FLORIDA
CIVIL DIVISION**

PHASE THREE VENTURES, LLC,
a Florida limited liability company,

Plaintiff,

v.

AKA DIGITAL & CREATIVE SERVICES,
LLC, a Florida limited liability company,
KAREN SEERAM, Individually, ABDUL
ALI, Individually, the STATE OF FLORIDA,
DEPARTMENT OF REVENUE

Defendants.

Case No.

Division

VERIFIED COMPLAINT

Plaintiff, Phase Three Ventures, LLC, a Florida limited liability company (the “Lender”),
sues AKA Digital & Creative Services, LLC, a Florida limited liability company (the “Borrower”),
Karen Seeram, individually (“K. Seeram”), Abdul Ali (“A. Ali”) (collectively, the
“Guarantor”)(the Borrower and the Guarantor are collectively referred to herein as the “Obligors”),
and the State of Florida, Department of Revenue, all of whom may be referred to as the
“Defendants” and alleges:

A. PARTIES, JURISDICTION, AND VENUE

1. The Lender is a Florida limited liability company doing business in Hillsborough County, Florida.
2. Upon information and belief, the Borrower is a Florida limited liability company, doing business in Hillsborough County, Florida.

3. Upon information and belief, the Guarantor is an individual, sui juris, residing and doing business in Hillsborough County, Florida.

4. The State of Florida, Department of Revenue is a political subdivision.

5. Pursuant to Florida Statutes §§ 47.011, 47.051, and 47.061, and other applicable law, venue is proper in Hillsborough County, Florida.

6. Pursuant to Florida Statutes § 26.012(2)(a), and other applicable law, jurisdiction for each count alleged herein lies with this Court. This is because each count of this Complaint is either:

- a. an action for damages in excess of \$30,000, exclusive of attorneys' fees, court costs, and related expenses; or
- b. an action for foreclosure relief with respect to certain real property that is located in Hillsborough County, Florida.

B. COMMON ALLEGATIONS

7. The Lender and the Obligors are parties to a secured lending relationship based upon certain loan, security, and perfection documents, collectively referred to herein as the "Loan Documents," evidencing an obligation (the "Obligation") of the Obligors to the Lender.

8. The Obligation is in a state of default and acceleration.

9. Pursuant to the Loan Documents, the Borrower granted the Lender a security interest and lien in certain real property located at 18119 Diamond Cove Court, Tampa, Florida 33647 (the "Mortgaged Property").

10. The Loan Documents include the following:

- a. "Commercial Note," executed and delivered by the Borrower to the Lender on or as of October 13, 2021, in the original principal amount of \$350,000.00, a copy of which is attached hereto as Exhibit "A"; and
- b. "Mortgage, Security Agreement, Financing Statement and Assignment of Rents," executed and delivered by the Borrower to the Lender on or as of October 13, 2021, the Lender having perfected its security interest and lien upon the Mortgaged Property as more fully described therein, by recording same in the Official Records Instrument #2021520615 of the Official Records Book of Hillsborough County, Florida, a copy of which is attached hereto as Exhibit "B," and incorporated herein by reference; and
- c. "Continuing Guaranty," executed and delivered by the K. Seeram to the lender on October 13, 2021, a copy of which is attached hereto as Exhibit "C," and incorporated herein by reference.
- d. "Continuing Guaranty," executed and delivered by the A. Ali to the lender on October 13, 2021, a copy of which is attached hereto as Exhibit "D," and incorporated herein by reference.

11. The Borrower owns the Mortgaged Property described as:

Lot 10, Block 33, HERITAGE ISLES PHASE 2B, according to the plat thereof as recorded in Plat Book 92, Page 91, Public Records of Hillsborough County, Florida.

12. The Borrower has defaulted pursuant to the terms and conditions of the Loan Documents by failing to make the payment due on July 1, 2022, and all subsequent payments, except for one payment of \$3,500.00, which is insufficient to cure the default. .

13. On September 22, 2022, the Lender served the Obligor with a demand letter notifying the Obligor of their default under the Loan Documents and acceleration of amounts due, a copy of which is attached hereto as Exhibit "E".

14. As of October 25, 2022, the Obligation was in the aggregate amount of \$371,069.52, inclusive of principal and accrued interest, itemized as follows:

Principal	\$350,000.00
Contract Rate Interest	3,500.00
Default Rate Interest (per diem of \$172.6027)	20,194.52
Late Fee	525.00
Attorney Fee:	350.00
Less interim payments:	(\$3,500.00)
TOTAL AMOUNT DUE:	<u>\$ 371,069.52</u>

15. In addition to the Obligation defined above, and as a component of the same recoverable as against the Borrower, the Borrower is liable pursuant to the Loan Documents to compensate and reimburse the Lender for attorneys' fees incurred and costs expended as a result of the default by the Lender under the Loan Documents.

16. The Lender owns and holds the originals of the Loan Documents, to the extent required by law to bring these causes of action.

17. The liens and security interests of the Lender in the Mortgaged Property are senior and superior to any other right, title, or interest of the Borrower in the Mortgaged Property.

18. With respect to each count set forth in this Complaint, all requirements and conditions precedent to the bringing of this action have been satisfied, performed, or waived.

19. With respect to each cause of action set forth in this Complaint, the Lender has retained the undersigned law firm as counsel of record herein, and has agreed to compensate and reimburse them for services rendered and costs incurred in connection with the enforcement of its

rights and remedies as more fully set forth below. Pursuant to applicable contracts and statutes, the Borrower is obligated to reimburse the Lender.

COUNT I: SUIT ON NOTE

20. This is an action for damages against the Borrower resulting from its default pursuant to the terms of the Loan Documents.

21. The Lender realleges and incorporates paragraphs 1 through 19 of this Complaint as though fully set forth herein.

22. The entire amount of the Obligation remains due and owing by the Borrower to the Lender.

23. The Loan Documents were executed and delivered in Hillsborough County, Florida. Some or all of the breaches of the Loan Documents have occurred in Hillsborough County, Florida.

WHEREFORE, the Lender requests judgment for damages against the Borrower in the full amount of the Obligation, plus interest, court costs, and reasonable attorneys' fees recoverable pursuant to the Loan Documents.

COUNT II: SUIT ON GUARANTY

24. This is an action for damages against the Guarantor resulting from the Guarantor's default pursuant to the terms of the Loan Documents referenced above.

25. Pursuant to the Continuing Guaranty, the Guarantor absolutely, unconditionally, and unequivocally guaranteed, the Obligation, including among other things, the payment of principal and interest, costs of collection and all other amounts due under the Loan Documents.

26. The Lender realleges and incorporates by reference paragraphs 1 through 19 of this Complaint as though fully set forth herein.

27. The entire amount of the Obligation remains due and owing by the Guarantor to the Lender.

WHEREFORE, the Lender requests judgment for damages against the Guarantor in the full amount of the Obligation, plus interest, court costs, and reasonable attorneys' fees recoverable pursuant to the Loan Documents.

COUNT III: FORECLOSURE OF MORTGAGED PROPERTY

28. This is an action to foreclose the Lender's mortgage lien upon the Mortgaged Property owned by the Borrower, located in Hillsborough County, Florida.

29. The Lender realleges and incorporates paragraphs 1 through 19 of this Complaint as though fully set forth herein.

30. The Borrower may claim some right, title, or interest in the Mortgaged Property; however, any such right, title, or interest is junior and inferior to that of the Lender.

31. The State of Florida, Department of Revenue may claim some right title and interest in the Mortgaged Property by virtue of Tax Warrants recorded as Instrument Nos. 2022107673 and 2022371851, and Notices of Tax Lien recorded as Instrument Nos. 2022107720 and 2022371784, all in the Public Records of Hillsborough County, Florida.

WHEREFORE, the Lender requests judgment against the Defendants for the amounts due under the Loan Documents, foreclosing its mortgage lien upon the Mortgaged Property pursuant

to the Loan Documents, and if the proceeds are insufficient to fully satisfy the Obligation, a deficiency judgment.

Dated this 16th day of November, 2022.

/s/ Frank A. Lafalce

FRANK A. LAFALCE, ESQUIRE

Florida Bar Number: 0980609

flafalce@anthonyandpartners.com

CATHERINE PAIGE ANDRINGA, ESQ.

Florida Bar Number: 1028374

cpandringa@anthonyandpartners.com

Anthony & Partners, LLC

100 S. Ashley Drive, Suite 1600

Tampa, Florida 33602

Tel: 813-273-5616 | Telecopier: 813-221-4113

Attorneys for Plaintiff

VERIFICATION

STATE OF Florida

COUNTY OF Pinellas

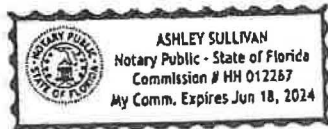
I, Bryan Edelstein, as Manager of Phase Three Ventures, LLC, hereby declare under penalty of perjury under the laws of the United States that the information contained in the Verified Complaint is true and correct, provided that this declaration does not extend to paragraphs that contain analysis of Florida law governing the merits of the Verified Complaint about which I am unqualified to opine because I am not a member of The Florida Bar.

BRYAN EDELSTEIN

STATE OF Florida

COUNTY OF Pinellas

The foregoing instrument was acknowledged before me, on October 28, 2022, by Bryan Edelstein, in his capacity as Manager of Phase Three Ventures, LLC. He is personally known to me or produced his Florida Driver License as identification.



Ashley Sullivan
Notary Public
State of Florida
My Commission Expires: Jun 18, 2024