IN THE UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

OMEGA ACCOUNTING SOLUTIONS, INC. 15101 Alton Parkway Irvine, CA 92618 ***Plaintiff*** **v.** **OABL XIII, LLC** 299 Park Avenue, 25th Floor New York, New York 10171 **and** **OWS ADMINISTRATION, LLC** 299 Park Avenue, 25th Floor New York, New York 10171 ***Defendants***	**Case No.**

COMPLAINT

Plaintiff Omega Accounting Solutions, Inc., by its undersigned counsel, Stern & Eisenberg, P.C., files this Complaint against Defendants OABL XIII, LLC and OWS Administration, LLC, alleges upon personal knowledge as to its own status and acts, and upon information and belief as to all other matters avers, as follows:

I. NATURE OF ACTION

1. This action arises out of an escrow agreement among the parties whereby the escrow agreement is invalid and *void ab initio*, and even assuming *arguendo* the validity of the escrow agreement, the conditions for release of the escrowed funds have been satisfied, but Defendants refuse to allow the release of the escrowed funds.

II. JURISDICTION AND VENUE

2. The Court has jurisdiction over the controversy under 28 U.S.C. § 1332(a)(1).

3. The amount in controversy exceeds $75,000.00.

4. There is complete diversity of citizenship between the parties and therefore, the District Court has original jurisdiction.

5. Venue is appropriate in this judicial district pursuant to 28 U.S.C. § 1391 because the ats that give rise to Plaintiff's claims occurred in this district, and Defendants' principal place of business is in this district.

6. Jurisdiction and venue are also appropriate because the contractual agreement at issue is governed by the laws of the State of New York, and the parties agreed that any litigation arising in connection with the contractual agreement is subject to the exclusive general jurisdiction of, without limitation, the courts of the United States of America for the Southern District of New York.

III. THE PARTIES

7. Plaintiff Omega Accounting Solutions, Inc. ("***Omega***") is a corporation established under the laws of the State of California, with its principal place of business in Orange County, California.

8. Defendant OABL XIII, LLC ("***OABL***") is a limited liability company formed under the laws of the State of Delaware with a principal place of business in New York city.

9. Defendant OWS Administration, LLC ("***OWS***") is a limited liability company formed under the laws of the State of Delaware with a principal place of business in New York city.

IV. THE FACTS

10. On February 3, 2025, Omega entered into a Payoff Letter agreement with OABL and OWS (the "***Agreement***"). *See* Payoff Letter, attached hereto and incorporated as Exhibit "A" (account numbers redacted).

11. The Agreement arises out of prior loan from OABL, as lender, to Omega, as borrower, and served to document the terms of the payoff of that loan.

12. The Agreement was foisted upon Omega "in the eleventh hour" as a condition of the payoff of the loan.

13. Inclusive in the Agreement was the establishment of an escrow, referred to as a "Reserve Account", in the sum of $1,000,0000, purportedly to serve as a source of indemnity to OABL "for any losses, claims, damages, liabilities and related expenses (including Attorney Costs) associated with any actual or threatened litigation claims . . ." in which OABL and certain parties affiliated with OABL, are purportedly entitled to indemnification or reimbursement under the aforementioned loan instruments, even though the loan was satisfied. *See* Exhibit "A" at ¶ 2.

14. The Agreement states that the Reserve Account "shall remain in place until such time as [OWS] determines in its reasonable discretion that the Reserve Amount is no longer prudent or necessary as a reserve against such actual or threatened litigation claims."

15. The Reserve Account has no definitive termination date, which renders it unenforceable and *void ab initio*.

16. The termination of the Reserve Account appears to be subject to the whim of Defendants, which renders it unenforceable and *void ab initio*.

17. Assuming *arguendo* that the Reserve Account is valid, it shall terminate, if at any point in time, there are no actual or threatened litigation claims.

18. Since the inception of the Reserve Account, all actual or threatened litigation claims have been resolved.

19. Notwithstanding, since the resolution of the only known actual or threatened litigation, Defendants have refused to use reasonable discretion in their conduct.

20. The Reserve Account is no longer necessary since there is no actual or threatened litigation.

21. The conduct and actions of Defendants are in violation of the terms and requirements of the Agreement.

22. Defendants have failed to disclose any relevant "actual litigation", nor have the Defendants identified any "threatened litigation". There is no "reasonable" basis for Defendants' bad-faith conduct. *See* email string, attached hereto and incorporated as Exhibit "B".

23. Any attempt by the Defendants to manufacture reasons to withhold the Reserve Account is done in bad-faith.

24. Omega has requested that Defendants identify any actual or threatened litigation claims but Defendants cannot do so because there are none.

25. Upon information and belief, Defendants have improperly orchestrated the withdrawal of funds for the benefit of entities that are not covered indemnity parties from the Reserve Account.

26. Use of funds for the benefit of non-covered entities would constitute conversion of those funds by those non-covered entities.

27. Use of the funds for the benefit of non-covered reasons for covered indemnified parties constitutes a breach of the Agreement and/or conversion of the funds.

28. Given that the Reserve Account is *void ab initio*, any and all funds withdrawn by Defendants must be returned to Omega.

COUNT I
BREACH OF ESCROW AGREEMENT
Omega v. Defendants

29. Omega incorporates the above allegations as if fully set forth herein.

30. Omega and Defendants are parties to a purported escrow agreement.

31. Defendants failed to comply with the terms and conditions of the purported escrow agreement.

32. As a result of Defendants' breach of the purported escrow agreement, Omega has suffered damages.

COUNT II
BREACH OF CONTRACT
Omega v. Defendants

33. Omega incorporates the above allegations as if fully set forth herein.

34. Omega and Defendants are parties to the Agreement.

35. Defendants failed to comply with the Agreement.

36. As a result of Defendants' breach of the Agreement, Omega has suffered damages.

COUNT III
UNJUST ENRICHMENT
Omega v. Defendants

37. Omega incorporates the above allegations as if fully set forth herein.

38. Defendants were enriched.

39. Defendants were enriched at Omega's expense.

40. It is against equity and good conscience to permit the Defendants to retain the sums sought to be recovered.

41. As a result of Defendants' conduct, Omega has suffered damages.

COUNT IV
CONVERSION
Omega v. Defendants

42. Omega incorporates the above allegations as if fully set forth herein.

43. The Reserve Account funds were supposed to be held in a DACA account.

44. To the extent any Defendants took funds from the Reserve Account for reasons outside the scope or definitions of the Agreement then such Defendants had no legal right nor interest to take funds from the Reserve Account constituting conversion.

45. To the extent Defendants were not a party entitled to indemnification under the Agreement but still took funds such action constitutes conversion.

46. To the extent the Agreement is *void ab initio* then any funds taken from the Reserve Account by Defendants have been converted by Defendants.

WHEREFORE, Plaintiff Omega Accounting Solutions, Inc. requests that this Honorable Court enter judgment in its favor and against Defendants OABL XIII, LLC and OWS Administration, LLC, and:

a. Terminate the Reserve Account;

b. Order that Defendants return all funds they have taken from the Reserve Account back to the Reserve Account;

c. Order that any and all funds removed from the Reserve Account are subject to a constructive trust;

d. Award Plaintiff all sums originally placed into the Reserve Account, plus interest; and

e. Award Plaintiff damages, costs, attorneys' fees, and such other relief deemed appropriate by the Court;

Dated: December 12, 2025

/s/Steven K. Eisenberg
STERN & EISENBERG, P.C.
1131 Route 55, Suite 1
Lagrangeville, NY 12540
(215) 421-9012
seisenberg@sterneisenberg.com
Counsel for Plaintiff