

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NASSAU

Index No.:

PEARL DELTA FUNDING, LLC,

Plaintiff,

SUMMONS

-against-

ARKY ARMAMENT LLC A/K/A ARKY FINISHES
and ARKY FINISHES LLC A/K/A ARKY CUSTOMS
and PHILLIPS OPERATING GROUP LLC and
PHILLIPS HOLDING GROUP LLC and

TAYLOR ANDREW PHILLIPS,

Defendant(s).

Plaintiff's mailing address:
525 Washington Blvd., 22nd Floor
Jersey City, NJ 07310

TO THE ABOVE-NAMED DEFENDANTS:

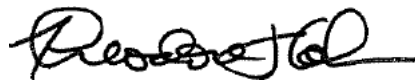
YOU ARE HEREBY SUMMONED and required to serve upon Plaintiff attorney, at the address stated below, an answer to the attached complaint. If this summons was personally delivered upon you in the State of New York, the answer must be served within twenty days after such service of the summons, excluding 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.

Venue: Plaintiff designates NASSAU as the place of trial.

Basis: Contractual

Dated: Nassau County, NY
November 30, 2023



Theodore Cohen, Esq.

Attorney for Plaintiff

Nature of this action: breach of contract.

Relief sought: money damages.

410 Jericho Tpke., Ste. 220

Jericho, New York 11753

Phone: (516) 419-6623

Email: t.j.cohen.attorney@gmail.com

Defendants to be served:

ARKY ARMAMENT LLC, 871 East Robinson Avenue, Springdale, Arkansas 72764

ARKY FINISHES LLC, 871 East Robinson Avenue, Springdale, Arkansas 72764

PHILLIPS OPERATING GROUP LLC, 871 East Robinson Avenue, Springdale, Arkansas 72764

PHILLIPS HOLDING GROUP LLC, 871 East Robinson Avenue, Springdale, Arkansas 72764

TAYLOR ANDREW PHILLIPS, 351 Lake Forest Drive, Eureka Springs, Arkansas 72631

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NASSAU

Index No.:

PEARL DELTA FUNDING, LLC,

Plaintiff,

-against-

ARKY ARMAMENT LLC A/K/A ARKY FINISHES
and ARKY FINISHES LLC A/K/A ARKY CUSTOMS
and PHILLIPS OPERATING GROUP LLC and
PHILLIPS HOLDING GROUP LLC and
TAYLOR ANDREW PHILLIPS,

Defendant(s).

**VERIFIED
COMPLAINT**

Plaintiff PEARL DELTA FUNDING, LLC ("Plaintiff"), by its attorney, Theodore Cohen, Esq., for its complaint herein against ARKY ARMAMENT LLC A/K/A ARKY FINISHES ("Merchant") and ARKY FINISHES LLC A/K/A ARKY CUSTOMS and PHILLIPS OPERATING GROUP LLC and PHILLIPS HOLDING GROUP LLC (collectively, "Entity Guarantor") and TAYLOR ANDREW PHILLIPS ("Individual Guarantor") (Merchant and Guarantor shall be collectively referred to as "Defendants"), alleges as follows:

The Parties

1. At all relevant times, Plaintiff was and is a Delaware Limited Liability Company qualified to do business in the State of New York with an office in Nassau County New York.
2. Upon information and belief, at all relevant times, Merchant was and is a company organized and existing under the laws of the State of Arkansas.
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 Arkansas.
4. Upon information and belief, at all relevant times, individual Guarantor was and is an individual residing in the State of Arkansas.
5. Upon information and belief, Individual Guarantor is an owner, principal, and/or manager of Merchant and each Entity Guarantor.

The Facts

6. On or about October 29, 2021, Plaintiff and Defendants entered into an agreement (the "Agreement") whereby Plaintiff agreed to purchase rights to Merchant's future receivables having an agreed upon value of \$47,600.00.

7. The Agreement was accepted and executed by Plaintiff in the State of New York.

8. Pursuant to the Agreement, Merchant agreed to exclusively use one bank account approved by Plaintiff (the "Account") into which Merchant agreed to deposit all of its receipts and from which Plaintiff was authorized to make daily ACH withdrawals until \$47,600.00 was fully paid to Plaintiff.

9. The Agreement provided that if: (a) Merchant, without Plaintiff's prior authorization, used a bank account other than the Account or closed the Account; (b) Merchant 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, Merchant would be in default of the Agreement.

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

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

12. Merchant has failed to remit purchased receivables to Plaintiff.

13. November 27, 2023 (the "Date of Default") was the 5th out of 8 consecutive business days that Merchant's payments were returned for insufficient funds, all without the required advance notice to Plaintiff and, as such, Merchant defaulted in the performance of its obligations as were detailed in the Agreement.

14. Merchant made payments totaling \$37,174.69 leaving a balance of \$10,425.31. In

addition, pursuant to the Agreement, Merchant incurred NSF fees in the amount of \$805.00 and a default account fee in the amount of \$2,500.00.

15. Additionally, each Guarantor is responsible for all amounts incurred as a result of any default in the Agreement by Merchant.

16. There remains a balance due and owing to Plaintiff on the Agreement in the amount of \$13,730.31 plus interest at the statutory rate from the Date of Default, costs, disbursements and attorney's fees.

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

17. Plaintiff repeats and realleges each and every allegation contained in paragraphs 1 through 16 of this complaint as though fully set forth at length herein.

18. Upon information and belief, Merchant is still conducting business operations and still collecting receivables.

19. 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 Merchant at the time of default became immediately due and payable.

20. By reason of the foregoing, Plaintiff has suffered damages in the amount of \$13,730.31, plus interest at the statutory rate from the Date of Default, costs, disbursements and attorney's fees.

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

21. Plaintiff repeats and realleges each and every allegation contained in paragraphs 1 through 20 of this complaint as though fully set forth at length herein.

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

23. Merchant has breached the Agreement as detailed above.

24. By reason of the foregoing, Plaintiff is entitled to judgement against each Guarantor based on each Guarantor's breach of the guarantee in the sum of \$13,730.31, plus interest at the statutory rate from the Date of Default, costs, disbursements and attorney's fees.

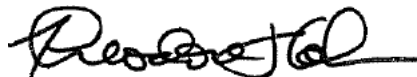
WHEREFORE, Plaintiff requests judgement against Defendants, jointly and severally, as follows:

(i) On the first cause of action of the complaint, Plaintiff requests judgement against Merchant in the amount of \$13,730.31, plus interest at the statutory rate from the date of default, to wit, November 27, 2023, 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 \$13,730.31, plus interest at the statutory rate from the date of default, to wit, November 27, 2023, costs, disbursements and attorney's fees; and

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

Dated: Nassau County, NY
November 30, 2023



Theodore Cohen, Esq.
Attorney for Plaintiff
410 Jericho Tpke., Ste. 220
Jericho, New York 11753
Phone: (516) 419-6623
Email: t.j.cohen.attorney@gmail.com

Index No.:

VERIFICATION BY A PARTY

-against-

Defendants.

[illegible]

ELIE FRIEDMAN, being duly sworn states that he is an Authorized Officer of Plaintiff in the within action. I have read the foregoing Verified Complaint and know the contents thereof; the same is true to my own knowledge, except as to matters therein stated to be alleged on information and belief, and as to those matters, I believe them to be true.

The foregoing statements are true under penalties of perjury.

Elie Friedman,

NOTARIAL ACKNOWLEDGMENT. The foregoing instrument was acknowledged before me by means of online notarization on November 30, 2023, by ELIE FRIEDMAN, Chief Underwriting Officer, on behalf of the company, PEARL DELTA FUNDING, LLC, who is personally known to me who has satisfactorily identified himself as the signer to the above-referenced document.

NASTACIA REDHEAD
Notary Public, State of New Jersey
Comm. No. 50106834
Qualified in Hudson County
My Commission Expires June 12, 2024

SUPREME COURT OF THE STATE OF NEW YORK Index No.:
COUNTY OF NASSAU

PEARL DELTA FUNDING, LLC,

Plaintiff,

-against-

ARKY ARMAMENT LLC A/K/A ARKY FINISHES
and ARKY FINISHES LLC A/K/A ARKY CUSTOMS
and PHILLIPS OPERATING GROUP LLC and
PHILLIPS HOLDING GROUP LLC and
TAYLOR ANDREW PHILLIPS,

Defendants.

**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

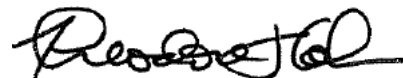
An attorney representing a party who is served with this notice must either consent or decline consent to electronic filing and service through NYSCEF for this case.

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: November 30, 2023
Nassau County, NY



Theodore Cohen, Esq.
Attorney for Plaintiff
410 Jericho Tpke., Ste. 220
Jericho, New York 11753
Phone: (516) 419-6623
Email: t.j.cohen.attorney@gmail.com

To:

ARKY ARMAMENT LLC, 871 East Robinson Avenue, Springdale, Arkansas 72764
ARKY FINISHES LLC, 871 East Robinson Avenue, Springdale, Arkansas 72764
PHILLIPS OPERATING GROUP LLC, 871 East Robinson Avenue, Springdale, Arkansas 72764
PHILLIPS HOLDING GROUP LLC, 871 East Robinson Avenue, Springdale, Arkansas 72764
TAYLOR ANDREW PHILLIPS, 351 Lake Forest Drive, Eureka Springs, Arkansas 72631

Index No. Year: 2023 Hon.
SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NASSAU

PEARL DELTA FUNDING, LLC,

Plaintiff,

-against-

ARKY ARMAMENT LLC A/K/A ARKY FINISHES and
ARKY FINISHES LLC A/K/A ARKY CUSTOMS and
PHILLIPS OPERATING GROUP LLC and
PHILLIPS HOLDING GROUP LLC and
TAYLOR ANDREW PHILLIPS,

Defendants.

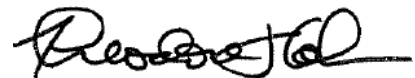
SUMMONS, VERIFIED COMPLAINT and NOTICE OF ELECTRONIC FILING

THEODORE JON COHEN, ESQ.

Attorney for Plaintiff
Office and Post Office Address, Telephone
410 Jericho Tpke., Ste. 220
Jericho, New York 11753
Phone: (516) 419-6623
Email: t.j.cohen.attorney@gmail.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: November 30, 2023
Nassau County, NY



Theodore Cohen, Esq.

To:

Attorney(s) for

Service of a copy of the within is hereby admitted.

Dated:

Attorney(s) for

