

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF KINGS

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OCEAN FUNDING CORP.,

Plaintiff,

-against-

DYNAMIC IMAGING & DISTRIBUTION, LLC, JAMES  
GRAY BENNETT JR., JAMES GRAY COMPANY, LLC,  
PRIDE PRINTING, L.L.C. and DYNAMIC PRINTING  
LLC,

Defendants.  
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**TO THE ABOVE-NAMED DEFENDANTS:**

**YOU ARE HEREBY SUMMONED** to answer the Complaint in this action 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 Plaintiff's attorneys within 20 days after service of this Summons, exclusive of the day of service (or within 30 days after the service is completed 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 by default for the relief demanded in the Complaint.

DATED: Garden City, NY  
December 7, 2023

DAVID FOGEL P.C.

s/ David Fogel

David Fogel, Esq.

1225 Franklin Avenue

Suite 201

Garden City, New York 11530

Tel: 516-279-1420

Attorney for Plaintiff

File No.: 16543

**DEFENDANTS:**

DYNAMIC IMAGING & DISTRIBUTION, LLC  
2597 E Beechnut Ct  
Chandler, AZ 85249

JAMES GRAY BENNITT JR.  
2597 E Beechnut Ct  
Chandler, AZ 85249

JAMES GRAY COMPANY, LLC  
2597 E Beechnut Ct  
Chandler, AZ 85249

PRIDE PRINTING, L.L.C.  
2597 E Beechnut Ct  
Chandler, AZ 85249

DYNAMIC PRINTING LLC  
2597 E Beechnut Ct  
Chandler, AZ 85249

DYNAMIC IMAGING & DISTRIBUTION, LLC  
4350 W Chandler Blvd., Ste 10  
Chandler, AZ 85226

JAMES GRAY BENNITT JR.  
4350 W Chandler Blvd., Ste 10  
Chandler, AZ 85226

JAMES GRAY COMPANY, LLC  
4350 W Chandler Blvd., Ste 10  
Chandler, AZ 85226

PRIDE PRINTING, L.L.C.  
4350 W Chandler Blvd., Ste 10  
Chandler, AZ 85226

DYNAMIC PRINTING LLC  
4350 W Chandler Blvd., Ste 10  
Chandler, AZ 85226

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF KINGS

-----X  
OCEAN FUNDING CORP.,

INDEX NO:

Plaintiff,

**VERIFIED COMPLAINT**

-against-

DYNAMIC IMAGING & DISTRIBUTION, LLC, JAMES  
GRAY BENNITT JR., JAMES GRAY COMPANY, LLC,  
PRIDE PRINTING, L.L.C. and DYNAMIC PRINTING LLC,

Defendants.  
-----X

Plaintiff, by its attorneys, DAVID FOGEL P.C., as and for its complaint herein,  
alleges against DYNAMIC IMAGING & DISTRIBUTION, LLC, JAMES GRAY BENNITT  
JR., JAMES GRAY COMPANY, LLC, PRIDE PRINTING, L.L.C. and DYNAMIC  
PRINTING LLC (collectively, "Defendants"), the following:

1. At all times hereinafter mentioned, Plaintiff was and still is a corporation authorized to do business in New York
2. At all times hereinafter mentioned, upon information and belief, Defendant DYNAMIC IMAGING & DISTRIBUTION, LLC was and still is a limited liability company, organized under the laws of the State of AZ.
3. At all times hereinafter mentioned, upon information and belief, Defendant JAMES GRAY BENNITT JR. was and still is a resident of the State of AZ.
4. At all times hereinafter mentioned, upon information and belief, Defendant JAMES GRAY COMPANY, LLC was and still is a limited liability company, organized under the laws of the State of AZ.

5. At all times hereinafter mentioned, upon information and belief, Defendant PRIDE PRINTING, L.L.C. was and still is a limited liability company, organized under the laws of the State of AZ.
6. At all times hereinafter mentioned, upon information and belief, Defendant DYNAMIC PRINTING LLC was and still is a limited liability company, organized under the laws of the State of AZ.
7. Defendants agreed that any action between the parties arising out of the subject contract described hereunder be instituted in any court sitting in New York State and are therefore subject to the jurisdiction of this Court.

**AS AND FOR A FIRST CAUSE OF ACTION**  
**(Breach of Contract Against DYNAMIC IMAGING & DISTRIBUTION, LLC)**

8. Plaintiff and DYNAMIC IMAGING & DISTRIBUTION, LLC entered into a written contract, dated September 13, 2023 (the "Contract") whereby DYNAMIC IMAGING & DISTRIBUTION, LLC sold to Plaintiff its future receipts having a value of \$44,970.00 ("Receivables") for the sum of \$30,000.00 ("Purchase Price"), which Receivables were to be paid to Plaintiff pursuant to a payment schedule set forth in the Contract.
9. DYNAMIC IMAGING & DISTRIBUTION, LLC agreed that in the event of its default under the Contract, such as the one alleged herein, the full uncollected Receivables plus all fees due under the Contract (as a result of the default) would become immediately due and payable in full to Plaintiff.
10. Upon Plaintiff's receipt of the executed Contract and pursuant to its terms,

Plaintiff paid to DYNAMIC IMAGING & DISTRIBUTION, LLC the Purchase Price.

11. On or about November 13, 2023, DYNAMIC IMAGING & DISTRIBUTION, LLC materially breached the terms of the Contract by causing the Receivables to be deposited into a separate account not designated in the Contract, blocked the payment due to Plaintiff so that Plaintiff could not collect the amount of Receivables due and/or prevented Plaintiff from collecting the amount due to non-sufficient funds or otherwise failed to pay and/or prevented Plaintiff from collecting the amount due pursuant to the payment schedule in the Contract and thereby defaulted under the terms of the Contract or otherwise violated a material term of the Contract which constituted an event of default thereunder.
12. Based upon the foregoing and after accounting for payments made and applicable fees, DYNAMIC IMAGING & DISTRIBUTION, LLC owes Plaintiff a balance in the amount of \$47,643.04.
13. Moreover, pursuant to the Contract, said defendant owes Plaintiff reasonable attorneys' fees in an amount to be determined by the Court.
14. By reason of the foregoing, Plaintiff has been damaged as a result of the above-described default in an amount of no less than **\$47,643.04** with interest thereon from November 13, 2023.

**AS AND FOR A SECOND CAUSE OF ACTION**  
**(Breach of Guaranty Against JAMES GRAY BENNITT JR.)**

15. Plaintiff repeats, reiterates and re-alleges each and every allegation contained

within the preceding paragraphs as if fully set forth at length herein.

16. Defendant JAMES GRAY BENNITT JR. executed a Personal Guaranty of Performance of all the obligations of the corporate codefendant set forth in the Contract.
17. By reason of the Guaranty, said Defendant is obliged to pay to Plaintiff the amount set forth in the preceding cause of action.

**AS AND FOR A THIRD CAUSE OF ACTION**  
**(As Against JAMES GRAY COMPANY, LLC, PRIDE PRINTING, L.L.C. and DYNAMIC PRINTING LLC)**

18. Plaintiff repeats, reiterates and re-alleges each and every allegation contained within the preceding paragraphs as if fully set forth at length herein.
19. Pursuant to the terms of the Contract and the addendum thereto, Defendant JAMES GRAY BENNITT JR. is affiliated with, owns and/or otherwise controls codefendant(s) JAMES GRAY COMPANY, LLC, PRIDE PRINTING, L.L.C. and DYNAMIC PRINTING LLC.
20. Pursuant to the terms of the Contract and its addendum/exhibit, Defendant JAMES GRAY BENNITT JR. agreed to and did grant Plaintiff a security interest in the assets of JAMES GRAY COMPANY, LLC, PRIDE PRINTING, L.L.C. and DYNAMIC PRINTING LLC with respect to the Contract and any breach therein by Defendants.
21. Based on the foregoing, codefendant(s) JAMES GRAY COMPANY, LLC, PRIDE PRINTING, L.L.C. and DYNAMIC PRINTING LLC is/are also jointly and severally liable to Plaintiff in the amount set forth above.

**WHEREFORE**, Plaintiff demands judgment against Defendants, as follows:

- (i) On the first cause of action, against DYNAMIC IMAGING & DISTRIBUTION, LLC, in the amount of **\$47,643.04** with interest from November 13, 2023;
- (ii) On the second cause of action, against JAMES GRAY BENNITT JR., in the amount of **\$47,643.04** with interest from November 13, 2023;
- (iii) On the third cause of action, against JAMES GRAY COMPANY, LLC, PRIDE PRINTING, L.L.C. and DYNAMIC PRINTING LLC, jointly and severally, in the amount of **\$47,643.04** with interest from November 13, 2023;
- (iv) attorney's fees in amount as the Court deems just and proper;
- (v) all together with the costs and disbursements of this action; and
- (vi) any such other and further relief as the Court deems just and proper.

DATED: Garden City, NY  
December 7, 2023

DAVID FOGEL P.C.

s/ David Fogel

David Fogel, Esq.  
1225 Franklin Avenue  
Suite 201  
Garden City, New York 11530  
Tel: 516-279-1420  
Attorney for Plaintiff  
File No.: 16543

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF KINGS-----X  
OCEAN FUNDING CORP.,

Plaintiff,

-against-

DYNAMIC IMAGING & DISTRIBUTION, LLC, JAMES  
GRAY BENNITT JR., JAMES GRAY COMPANY, LLC,  
PRIDE PRINTING, L.L.C. and DYNAMIC PRINTING LLC,Defendants.  
-----X☒ **PLAINTIFF VERIFICATION**STATE OF FL)  
COUNTY OF BROWARD) <sup>SS.</sup>GISELLE CAJIGAS, being duly sworn, deposes and  
says:

I am President of Ocean Funding Corp., the  
Plaintiff herein; I have read the foregoing complaint  
and know the contents thereof; that the same is true to  
my knowledge except those matters herein stated to be  
alleged upon information and belief, and as to those  
matter I believe them to be true. The grounds for my  
belief as to those matters herein not stated upon my  
knowledge is based upon the records in my possession.

  
GISELLE CAJIGAS

SWORN TO BEFORE ME THIS

7 DAY OF December, 2023  
NOTARY PUBLIC


INDEX NO:

**VERIFICATION OF  
COMPLAINT**☐ **ATTORNEY VERIFICATION**DAVID FOGEL, an attorney duly admitted to practice  
before the Court of the State of New York, affirms the  
truth of the following under the penalties of perjury:

1. That I am the attorney of record for the Plaintiff with  
respect to the above-entitled action, and as such I am  
fully familiar with the facts and circumstances set forth  
in Plaintiff's annexed complaint. I have read the  
foregoing complaint and, upon information and belief,  
know the contents thereof to be true. This verification  
is made by your deponent rather than by plaintiff  
because Plaintiff's residence/principal place of  
business is located in a county other than the county in  
which my law office is situated.
2. The grounds of my belief include my review of  
certain of Plaintiff's books and records, and my  
communications with Plaintiff.

Dated: Garden City, NY  
December 7, 2023

DAVID FOGEL P.C.

  
David Fogel, Esq.



SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF KINGS

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OCEAN FUNDING CORP.,

INDEX NO:

Plaintiff,

-against-

DYNAMIC IMAGING & DISTRIBUTION, LLC, JAMES GRAY  
BENNETT JR., JAMES GRAY COMPANY, LLC, PRIDE PRINTING,  
L.L.C. and DYNAMIC PRINTING LLC,

Defendants.

-----X

**NOTICE OF ELECTRONIC FILING (Mandatory Case)**

(Uniform Rule § 202.5-bb)

**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](http://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](http://www.nycourts.gov)

To find legal information to help you represent yourself visit [www.nycourthelp.gov](http://www.nycourthelp.gov)

**Information for Attorneys (E-filing is Mandatory for Attorneys)**

An attorney representing a party who is served with this notice must either:

1) immediately record his or her representation within the e-filed matter on the NYSCEF site [www.nycourts.gov/efile](http://www.nycourts.gov/efile); or

2) file the Notice of Opt-Out form with the clerk of the court where this action is pending and serve on all parties. Exemptions from mandatory e-filing are limited to attorneys who certify in good faith that they lack the computer hardware and/or scanner and/or internet connection or that they lack (along with all employees subject to their direction) the knowledge to operate such equipment. [Section 202.5-bb(e)]

For additional information about electronic filing and to create a NYSCEF account, visit the NYSCEF website at [www.nycourts.gov/efile](http://www.nycourts.gov/efile) or contact the NYSCEF Resource Center (phone: 646-386-3033; e-mail: [efile@nycourts.gov](mailto:efile@nycourts.gov)).

Dated: December 7, 2023

DAVID FOGEL P.C.

s/ David Fogel

David Fogel, Esq.

Tel: 516-279-1420

[legaldocs@dfogelpc.com](mailto:legaldocs@dfogelpc.com)

File No.: 16543