

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF MICHIGAN
NORTHERN DIVISION

MARSHA RUDOLPH ADAMS, AS
TRUSTEE, THE MARSHA RUDOLPH
ADAMS REVOCABLE TRUST DATED
3/20/2011;
ANDREW C. BROWN;
BARBARA J. BROWN;
ESTATE OF DOROTHY M. BROWN;
JAMES J. BROWN JR.;
LINDA M. BROWN, AS TRUSTEE, LINDA
M. BROWN TRUST DATED 12/4/2000;
PAUL H. BROWN;
PAUL W. BROWN, AS TRUSTEE, PAUL W.
BROWN TRUST DATED 12/4/2000;
PRENTISS M. BROWN;
PRENTISS M. BROWN, JR., AS TRUSTEE,
PRENTISS M. BROWN, JR. TRUST DATED
10/3/2003;
ROBERT B. BROWN;
CAROLINE CHEESEMAN;
SALLY ANN HERBON;
JIM & SIS, LLC;
LAING FAMILY, L.L.C.;
PAJALCO INCORPORATED;
PATRICIA JANE PERRY;
SUSAN L. PIERSON; and
RUTH M. VISNAW,

Plaintiffs,

vs.

THE MACKINAC EXPRESS, U.S.C.G. NO.
915735 AND THE ISLAND EXPRESS,
U.S.C.G. NO. 931459, together with all masts,
towers, boilers, cables, engines, machinery,
sails, rigging, auxiliary boats, anchors chains,
tackle, apparel, bowsprits, furniture, fittings,
tools, pumps, radar, and other electronic
equipment and supplies, and other attachments
and accessories, *in rem*; and
ARNOLD TRANSIT COMPANY;
HALDIMAND BAY COMPANY, LLC;

Case No. _____

HONORABLE _____

VERIFIED COMPLAINT

MACKINAC ISLAND FERRY CAPITAL
LLC; and ROLAND MACHINERY
COMPANY, *in personam*,

Defendants.

Brian J. Page (P35587)
Mark D. van der Laan (P55921)
DYKEMA GOSSETT PLLC
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DYKEMA GOSSETT, A PROFESSIONAL LIMITED LIABILITY COMPANY, 300 OTTAWA AVENUE N.W., SUITE 700, GRAND RAPIDS, MICHIGAN 49503

VERIFIED COMPLAINT

Plaintiffs state for their Verified Complaint against Defendants as follows:

1. Arnold Transit Company (“ATC,” a Michigan corporation) owns two documented vessels, the Mackinac Express, U.S.C.G. No. 915735, bearing Hull I.D. No. P-263, and the Island Express, U.S.C.G. No. 931459, bearing Hull I.D. No. P-267. The Mackinac Express and Island Express have been operated by ATC for ferry service between St. Ignace, Michigan and Mackinac Island, Michigan, and Mackinaw City, Michigan and Mackinac Island.

2. In 2010, Plaintiffs sold all of the stock of Union Terminal Piers, Inc. to Defendant Haldimand Bay Company, LLC (“HBC,” a Michigan Limited Liability Company), for a combination of cash and promissory notes. At the time of the sale, Union Terminal Piers, Inc. owned all of the stock of ATC. HBC, therefore, became the ultimate parent corporation of ATC upon closing of the stock sale.

3. As part of that sale transaction, HBC executed Secured Promissory Notes wherein HBC promised to pay each Plaintiff specified amounts in five annual installments. The

Secured Promissory Notes, attached as **Exhibit 1** hereto, are all dated June 18, 2010, and payments were required on June 18 of each year thereafter through the maturity date of June 18, 2015, the date on which the last payment was to be made.

4. To induce Plaintiffs to enter into the transaction, ATC executed a Limited Recourse Guaranty, (attached as **Exhibit 2**, hereinafter “Guaranty”) absolutely and unconditionally guarantying to Plaintiffs the full and prompt payment and performance of all obligations of HBC relating to and arising out of the Secured Promissory Notes.

5. ATC granted First Preferred Ship’s Mortgages dated June 18, 2010, on the Mackinac Express and the Island Express to Plaintiffs to secure the Secured Promissory Notes. (See **Exhibit 3**, First Preferred Ship’s Mortgage on the Mackinac Express; **Exhibit 4**, First Preferred Ship’s Mortgage on the Island Express.) The First Preferred Ship’s Mortgages were filed and are recorded with the United States Coast Guard National Vessel Documentation Center. Plaintiffs’ preferred mortgage interests in the Mackinac Express and the Island Express are first preferred mortgage interests pursuant to 46 U.S.C. §31301 *et seq.* and have priority and are superior to any and all other interests of any kind claimed by all others. (See attached General Index or Abstract of Title for the Mackinac Express attached as **Exhibit 5**; *see also* General Index or Abstract of Title for the Island Express attached as **Exhibit 6**.) ATC represented and warranted to Plaintiffs that it lawfully owned and possessed the Mackinac Express and the Island Express and that they were free from all prior liens and encumbrances except for these preferred mortgages. (See Exs. 3 and 4, Section 12).

6. In this action, Plaintiffs seek to enforce and foreclose their First Preferred Ship’s Mortgages on the Mackinac Express and the Island Express, and enforce the Secured Promissory Notes and Guaranty.

DYKEMA GOSSETT, A PROFESSIONAL LIMITED LIABILITY COMPANY, 500 OTTAWA AVENUE N.W., SUITE 700, GRAND RAPIDS, MICHIGAN 49503

JURISDICTION AND VENUE

7. Jurisdiction is founded on 46 U.S.C. §31325(b) and (c) because this action involves the foreclosure of the First Preferred Ship's Mortgages on the documented vessels Mackinac Express and the Island Express. The claims stated in Count I are admiralty and maritime claims within the meaning of Rule 9(h) and the Supplemental Rules for Admiralty or Maritime Claims and Asset Forfeiture Actions of the Federal Rules of Civil Procedure. This Court has Supplemental Jurisdiction over the remainder of the claims pursuant to 28 U.S.C. §1367 because these claims form part of the same case and controversy as the admiralty and maritime claims.

8. Venue is proper pursuant to Fed. R. Civ. P. 82 because this action includes admiralty and maritime claims within the meaning of Rule 9(h) and the documented vessels that are the subject of the *in rem* action to foreclose the First Preferred Ship's Mortgages are now and will be physically present within this Court's jurisdiction during the pendency of this action. Upon information and belief, the vessels are in dry dock at the Mill Slip located in St. Ignace, Michigan.

THE PARTIES

9. Plaintiffs are individuals who transacted with HBC and ATC as set forth above.

10. On information and belief, HBC is a Michigan Limited Liability Company whose Registered Office is located at 320 Howard St., Petoskey, Michigan 49770, whose Resident Agent is James F. Wynn, whose address is 320 Howard St., Petoskey, Michigan 49770. Its subsidiary, Union Terminal Piers, Inc.'s mailing address is P.O. Box L, Petoskey, Michigan 49770, its Registered Office address is 320 Howard St., Petoskey, Michigan 49770, and its Resident Agent is James F. Wynn, whose address is 320 Howard St., Petoskey, Michigan 49770.

11. On information and belief, ATC is a Michigan Corporation. ATC's Registered Office is believed to be located at 220 Huron Street, Mackinac Island, Michigan 49757,¹ its Resident Agent is James F. Wynn, whose address is 320 Howard St., Petoskey, Michigan 49770.

12. On information and belief, ATC operates a ferry service between St. Ignace, Michigan and Mackinac Island, Michigan, and Mackinaw City, Michigan and Mackinac Island.

13. On information and belief, Defendant Mackinac Island Ferry Capital, LLC ("MIFC") is an Ohio Limited Liability Company whose Statutory Agent is Taft Service Solutions Corp. which is located at 425 Walnut Street, Suite 1800, Cincinnati, Ohio 45202. On further information and belief and according to the General Index or Abstract of Title for the documented vessels, MIFC holds one or more mortgages on the vessels, all of which are junior to Plaintiffs' First Preferred Ship's Mortgages on the Mackinac Express and the Island Express.

14. On information and belief, Defendant Roland Machinery Company ("RMC") is an Illinois Corporation whose Registered Office is located at 712 Abbot Rd., East Lansing, Michigan 48823, and whose Resident Agent is National Corporated Research Ltd. whose address is 712 Abbot Rd., East Lansing, Michigan 48823. On further information and belief, RMC, by its counsel, issued a Notice of Claim of Lien on November 27, 2013, against the Mackinac Express in relation to alleged engine repairs to that vessel, and issued a Notice of Claim of Lien on March 6, 2014, against the Island Express in relation to alleged engine repairs to that vessel.

HBC'S AND ATC'S OBLIGATIONS TO PLAINTIFFS

15. Under the terms of the Secured Promissory Notes, HBC promised to pay Plaintiffs specified amounts in five annual installments on June 18th of each calendar year during 2011 through 2015. HBC agreed that interest on the debts accrues on the principal balance at the

¹ ATC's mailing address has also been listed as P.O. Box L, Petoskey, Michigan 49770.

rate of 8% per annum until fully paid in cash; provided however, at any time a default has occurred, the interest rate would increase to 11% per annum. HBC agreed that, among other things, its failure to pay any of the indebtedness when due constitutes a default triggering Plaintiffs' right to accelerate the debts, charge interest at the default rate, and exercise their rights to remedies granted to Plaintiffs. HBC also agreed that prior to payment of the indebtedness in full, it shall provide Plaintiffs with all financial statements. Further, HBC agreed that, in the event of its default, it would be obligated to reimburse Plaintiffs for all costs and expenses including their attorney fees. Ex. 1.

16. Under the terms of the Guaranty, ATC guaranteed to Plaintiffs the full and prompt payment and performance of all obligations of HBC relating to and arising out of the Secured Promissory Notes. ATC agreed that its liability shall include accrued interest and all attorney's fees, collection costs, and enforcement expenses incurred by Plaintiffs in collecting and enforcing their rights under the Secured Promissory Notes and enforcement of their rights under the Guaranty. Ex. 2.

17. ATC granted Plaintiffs the First Preferred Ship's Mortgage on the Mackinac Express to secure debt under the Secured Promissory Notes owed Plaintiffs in the amount of \$2,850,000.00 (the "Debt"). Likewise, ATC granted Plaintiffs the First Preferred Ship's Mortgage on the Island Express to secure the Debt. The First Preferred Ship's Mortgages were executed by James F. Wynn, ATC's President. *See* Exs. 3 and 4.

18. Under the terms of the subject First Preferred Ship's Mortgages, ATC mortgaged the whole of the two documented vessels, the Mackinac Express and the Island Express, together with all masts, towers, boilers, cables, engines, machinery, sails, rigging, auxiliary boats,

anchors, chains, tackle, apparel, bowsprits, furniture, fittings, tools, pumps, radar, and other electronic equipment and supplies, and other attachments and accessories. *See* Exhibits 3 and 4.

19. Under Section 15 of the First Preferred Ship's Mortgages, ATC is required to fully insure the Mackinac Express and the Island Express up to the amount ATC owes Plaintiffs under the First Preferred Ship's Mortgages. Exs. 3 and 4.

20. Under Section 23 of the First Preferred Ship's Mortgages, ATC agreed to pay any late charges that become due under the Secured Promissory Notes, attorney fees, costs and expenses of any kind incurred by or advanced by Plaintiffs in the protection of their rights under the First Preferred Ship's Mortgages and the Secured Promissory Notes or caused by ATC's default of the First Preferred Ship's Mortgages and the Secured Promissory Notes. Exs. 3 and 4.

21. Under Section 24.A of the First Preferred Ship's Mortgages, ATC acknowledged among other things that it would be in default if any payment is not made when due, it allowed any third party to place a lien on the subject ships, it broke any promises made in the First Preferred Ship's Mortgages and the Secured Promissory Notes, or any other action that gives Plaintiffs in good faith and with reasonable cause belief that ATC's ability to pay the Debt is endangered. Exs. 3 and 4.

22. Further, under Section 24.B of the First Preferred Ship's Mortgages, ATC agreed that if it was in default, Plaintiffs may require payment in full with accrued interest of the unpaid balance of the Debt. Exs. 3 and 4.

23. Section 24.C of the First Preferred Ship's Mortgages provides Plaintiffs the rights to repossess the Mackinac Express and the Island Express and/or foreclose in Federal Court under the Maritime Laws of the United States. Exs. 3 and 4.

HBC AND ATC DEFAULTED ON THEIR OBLIGATIONS TO PLAINTIFFS

24. HBC and ATC defaulted under the terms of the Secured Promissory Notes, the First Preferred Ship's Mortgages, and the Guaranty as follows:

- a. ATC failed to maintain insurance on the Mackinac Express and the Island Express under Section 15 of the First Preferred Ship's Mortgages resulting in an event of default under Section 24.A of the First Preferred Ship's Mortgages;
- b. ATC allowed a third party to place liens on the Mackinac Express and the Island Express, resulting in an event of default under Section 24.A of the First Preferred Ship's Mortgages;
- c. ATC's actions caused Plaintiffs in good faith and with reasonable cause to believe that ATC's ability to pay and provide security through the First Preferred Ship's Mortgages has been endangered, which constitutes a default under Section 24.A of the First Preferred Ship's Mortgages;
- d. HBC failed to provide Plaintiffs with all financial statements as required by the Secured Promissory Notes, resulting in an event of default under the Secured Promissory Notes; and
- e. HBC and ATC failed to make principal and interest payments under the terms of the Secured Promissory Notes which were due and payable on June 18, 2014.

25. By letter dated March 19, 2014, Plaintiffs' counsel gave Notice of Event of Default, Acceleration and Demand (attached as **Exhibit 7**) to HBC and ATC setting forth the then existing events of default under the terms of the Secured Promissory Notes and the First Preferred Ship's Mortgages. Plaintiffs' counsel gave HBC and ATC notice that the occurrence of the specified defaults also constituted an event of default under the Guaranty. Plaintiffs, through their counsel, accelerated the debt and demanded immediate payment of all outstanding obligations under the Secured Promissory Notes, and demanded that ATC immediately satisfy HBC's outstanding obligations under the Secured Promissory Notes, and that ATC satisfy its own obligations under the First Preferred Ship's Mortgages and Guaranty. Ex. 7.

26. By letter dated July 1, 2014 (attached as **Exhibit 8**), Plaintiffs, through their counsel, again notified HBC and ATC of their defaults which remained uncured, and gave further notice of their failure to make principal and interest payments under the terms of the Secured Promissory Notes which were due and payable on June 18, 2014. Plaintiffs gave notice that such constituted an additional event of default and reiterated their demands. Ex. 8.

27. Neither HBC nor ATC have cured their defaults of their obligations under the terms of the Secured Promissory Notes, the First Preferred Ship's Mortgages, or the Guaranty.

28. The outstanding indebtedness owed by HBC and ATC as of June 30, 2014 is:

Principal owed at June 20, 2014.	\$1,815,450.00
Interest on Principal at 8% from August 9, 2013 through March 14, 2014.	\$ 86,744.00
Interest on Principal at 11% from March 14, 2014 through June 30, 2014.	<u>\$ 59,089.00</u>
Total Principal and interest as of June 30, 2014.	\$1,961,283.00

Interest continues to accrue after June 30, 2014, on the unpaid principal amount of the Debt at the rate of 11% per annum.

29. HBC and ATC have and continue to refuse to cure their defaults and fulfill their respective obligations under the Secured Promissory Notes, the First Preferred Ship's Mortgages, and the Guaranty.

COUNT I
FORECLOSURE OF THE FIRST PREFERRED SHIP'S MORTGAGES

30. The allegations stated in Paragraphs 1 through 29 are incorporated herein by reference.

31. As security for the payment of the Debt, ATC executed and delivered the First Preferred Ship's Mortgages to Plaintiffs granting Plaintiffs first priority preferred ship's mortgages on the Mackinac Express and the Island Express.

32. The First Preferred Ship's Mortgage on the Mackinac Express granted by ATC to Plaintiffs was filed on September 29, 2010, and duly recorded with the United States Coast Guard National Vessel Documentation Center (Ex. 5) in accordance with the provisions of 46 U.S.C. §§ 31321 and 31322 and is a "preferred mortgage" within the meaning of 46 U.S.C. § 31322.

33. The First Preferred Ship's Mortgage on the Island Express granted by ATC to Plaintiffs was filed on June 29, 2010, and duly recorded with the United States Coast Guard National Vessel Documentation Center (Ex. 6) in accordance with the provisions of 46 U.S.C. §§ 31321 and 31322 and is a "preferred mortgage" within the meaning of 46 U.S.C. § 31322.

34. As described above, ATC has defaulted under the terms of the First Preferred Ship's Mortgages.

35. The Mackinac Express and the Island Express are now and will be physically present within the jurisdiction of the Court during the pendency of this action.

WHEREFORE, Plaintiffs request that the Court order:

- a. That all persons claiming any interest in the Mackinac Express and the Island Express be required to appear and answer this complaint;
- b. That the First Preferred Ship's Mortgages be declared valid and subsisting liens upon the Mackinac Express and the Island Express, superior to and having priority over any and all other claimed interests, liens, or claims of any and all other persons, firms, corporations, and decree that any and all persons, firms, and corporations claiming an interest in the Mackinac Express and the Island Express are forever barred and foreclosed of all right, interest or equity of redemption in or to the Mackinac Express and the Island Express;

- c. That HBC and ATC be declared in default of the terms of the Secured Promissory Notes, the First Preferred Ship's Mortgages, and the Guaranty;
- d. That the Court shall direct the manner in which notice of the commencement of this action shall be given by Plaintiffs to the master(s), ranking officer(s), or caretaker(s) of the Mackinac Express and the Island Express, and to any person, firm, or corporations claiming an interest therein;
- e. That the Mackinac Express and the Island Express be arrested and sold to pay the indebtedness owed to Plaintiffs plus their costs, expenses, interest at the 11% contractually agreed rate, and attorneys' fees;
- f. That Judgment be entered against the Mackinac Express, U.S.C.G. No. 915735, bearing Hull I.D. No. P-263, and the Island Express, U.S.C.G. No. 931459, bearing Hull I.D. No. P-267, together with all masts, towers, boilers, cables, engines, machinery, sails, rigging, auxiliary boats, anchors, chains, tackle, apparel, bowsprits, furniture, fittings, tools, pumps, radar, and other electronic equipment and supplies, and other attachments and accessories, etc., *in rem*, in the amount of \$1,961,283.00 (total principal and interest as of June 30, 2014), plus accruing interest at 11%, plus costs, expenses, and attorneys' fees to be determined; and
- g. That Plaintiffs receive such other relief as this Court deems just.

Plaintiffs request that the Court issue and deliver process *in rem*, issue a warrant for the arrest and seizure of the Mackinac Express and the Island Express, but refrain from the removal of the vessels from their present location at the Mill Slip, St. Ignace, Michigan. Plaintiffs intend to move for appointment of a substitute custodian to take custody upon arrest of the vessels.

**COUNT II
BREACH OF THE SECURED PROMISSORY NOTES**

- 36. The allegations stated in Paragraphs 1 through 35 are incorporated herein by reference.
- 37. Plaintiffs are holders of the Secured Promissory Notes. Ex. 1.

38. HBC has defaulted under the terms of the Secured Promissory Notes by failing to make the principal and interest payments under the terms of the Secured Promissory Notes due and payable on June 18, 2014. HBC's conduct constitutes breaches of the Secured Promissory Notes.

39. Plaintiffs, through their counsel, gave notice of the defaults and demanded payment. Exs. 7 and 8.

40. Plaintiffs have accelerated the entire unpaid principal and interest under the Secured Promissory Notes and such are immediately due and payable. Exs. 7 and 8.

41. HBC has failed and refused to cure the defaults. Exs. 7 and 8.

42. The balance due and owing under the Secured Promissory Notes is \$1,961,283.00 (total principal and interest as of June 30, 2014), plus accruing interest at 11%, plus costs, expenses, and attorneys' fees to be determined.

43. The entire indebtedness is now due and owing, but remains unpaid.

WHEREFORE, Plaintiffs request that Judgment be entered against HBC in the total amount due and owing, \$1,961,283.00 (total principal and interest as of June 30, 2014), plus accruing interest at 11%, plus costs, expenses, and attorneys' fees to be determined.

**COUNT III
BREACH OF THE GUARANTY**

44. The allegations stated in Paragraphs 1 through 43 are incorporated herein by reference.

45. ATC executed the Guaranty and promised to Plaintiffs the full and prompt payment and performance of all obligations of HBC relating to and arising out of the Secured Promissory Notes. ATC agreed that its liability shall include accrued interest and all attorney's fees, collection costs, and enforcement expenses incurred by Plaintiffs in collecting and

DYKEMA GOSSETT, A PROFESSIONAL LIMITED LIABILITY COMPANY, 500 OTTAWA AVENUE N.W., SUITE 700 GRAND RAPIDS, MICHIGAN 49503

enforcing their rights under the Secured Promissory Notes and enforcement of their rights under the Guaranty. Ex. 2.

46. HBC has defaulted under the terms of the Secured Promissory Notes by failing to make the principal and interest payments under the terms of the Secured Promissory Notes due and payable on June 18, 2014.

47. Plaintiffs, through their counsel, gave HBC and ATC notice of the defaults and demanded payment. Exs. 7 and 8.

48. Plaintiffs have accelerated the entire unpaid principal and interest under the Secured Promissory Notes and such are immediately due and payable. Exs. 7 and 8.

49. HBC has failed and refused to cure the defaults.

50. ATC has failed and refused to cure the defaults.

51. HBC and ATC have and continue to refuse to cure their defaults and fulfill their respective obligations under the Secured Promissory Notes, the First Preferred Ship's Mortgages, and the Guaranty.

52. ATC's conduct constitutes a breach of the terms of the Guaranty.

53. The balance due and owing under the Secured Promissory Notes is \$1,961,283.00, plus accruing interest at 11%, plus costs, expenses, and attorneys' fees to be determined.

54. The entire indebtedness is now due and owing, but remains unpaid.

WHEREFORE, Plaintiffs request that Judgment be entered against ATC in the total amount due and owing, \$1,961,283.00 (total principal and interest as of June 30, 2014), plus accruing interest at 11%, plus costs, expenses, and attorneys' fees to be determined, to be paid out of the proceeds from the sale of the Mackinac Express and the Island Express.

PRAYER FOR RELIEF

Plaintiffs respectfully request that the Court enter Judgment in their favor and order as follows:

- a. That the First Preferred Ship's Mortgages be declared valid and subsisting first preferred mortgages encumbering and attaching to the whole of the Mackinac Express and the Island Express (together with all masts, towers, boilers, cables, engines, machinery, sails, rigging, auxiliary boats, anchors, chains, tackle, apparel, bowsprits, furniture, fittings, tools, pumps, radar, and other electronic equipment and supplies, and other attachments and accessories) pursuant to 46 U.S.C. § 31301 *et seq.*, superior to and having priority over any and all other claimed interests, liens, or claims of any and all other persons, firms, corporations, and decree that any and all persons, firms, and corporations claiming an interest in the Mackinac Express and the Island Express are forever barred and foreclosed of all right, interest or equity of redemption in or to the Mackinac Express and the Island Express;
- b. That the Mackinac Express, U.S.C.G. No. 915735, bearing Hull I.D. No. P-263, and the Island Express, U.S.C.G. No. 931459, bearing Hull I.D. No. P-267, be arrested and Judgment be entered against the ships, together with all masts, towers, boilers, cables, engines, machinery, sails, rigging, auxiliary boats, anchors, chains, tackle, apparel, bowsprits, furniture,

fittings, tools, pumps, radar, and other electronic equipment and supplies, and other attachments and accessories, etc., *in rem*, and that the Mackinac Express and Island Express be sold to pay the indebtedness owed to Plaintiffs plus their costs, interest at the contractually agreed 11% rate, and attorneys' fees to be determined;

- c. That HBC and ATC be declared and adjudged in default of the terms of the Secured Promissory Notes, the First Preferred Ship's Mortgages, and the Guaranty;
- d. That HBC is liable in the amount of \$1,961,283.00 (total principal and interest as of June 30, 2014), plus accruing interest at 11%, plus costs, expenses, and attorneys' fees to be determined;
- e. That ATC is liable in amount of \$1,961,283.00 (total principal and interest as of June 30, 2014), plus accruing interest at 11%, plus costs, expenses, and attorneys' fees to be determined, but only to the extent of the value of the Mackinac Express and Island Express, pursuant to Paragraph 5 of the Guaranty;
- f. That, upon the sale of the Mackinac Express, U.S.C.G. No. 915735, bearing Hull I.D. No. P-263, and the Island Express, U.S.C.G. No. 931459, bearing Hull I.D. No. P-267, should the proceeds of such sale not satisfy HBC's and ATC's outstanding indebtedness to Plaintiffs, plus accruing interest at 11%, plus Plaintiffs' costs, expenses, and attorneys' fees, Plaintiffs shall be entitled to Judgment against HBC for any such deficiency; and

g. That Plaintiffs receive such other relief as this Court deems just.

Dated: August 15, 2014

DYKEMA GOSSETT PLLC
Attorneys for Plaintiffs

By: /s/Mark D. van der Laan

Brian J. Page (P35587)
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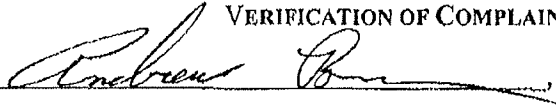
VERIFICATION OF COMPLAINT

I, MARSHA RUDOLPH ADAMS TRUSTEE, pursuant to 28 U.S.C. § 1746, verify under penalty of perjury under the laws of the United States of America, that I have read the foregoing Verified Complaint and am familiar with its contents, and that the matters stated in it are true and correct, except as to matters therein stated to be on information and belief.

Executed on July 19, 2014

Marsha Rudolph Adams, Trust
Marsha Rudolph Adams
Revocable Trust
Dated 3/20/2001

VERIFICATION OF COMPLAINT

I, , pursuant to 28 U.S.C. § 1746, verify under penalty of perjury under the laws of the United States of America, that I have read the foregoing Verified Complaint and am familiar with its contents, and that the matters stated in it are true and correct, except as to matters therein stated to be on information and belief.

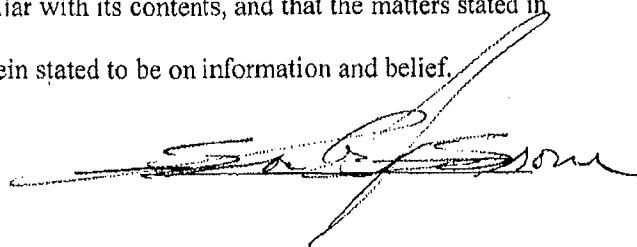
Executed on July 31, 2014



VERIFICATION OF COMPLAINT

I, Barbara J. Brown, pursuant to 28 U.S.C. § 1746, verify under penalty of perjury under the laws of the United States of America, that I have read the foregoing Verified Complaint and am familiar with its contents, and that the matters stated in it are true and correct, except as to matters therein stated to be on information and belief.

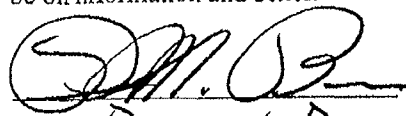
Executed on July 31, 2014

A handwritten signature in black ink, appearing to read "Barbara J. Brown", written over a horizontal line.

VERIFICATION OF COMPLAINT

I, Estate of Dorothy M. Brown, pursuant to 28 U.S.C. § 1746, verify under penalty of perjury under the laws of the United States of America, that I have read the foregoing Verified Complaint and am familiar with its contents, and that the matters stated in it are true and correct, except as to matters therein stated to be on information and belief.

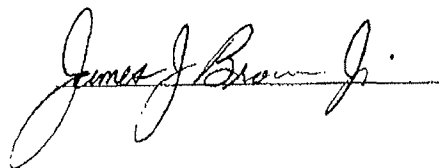
Executed on July 31, 2014


Personal Representative

VERIFICATION OF COMPLAINT

I, James J. Brown Jr, pursuant to 28 U.S.C. § 1746, verify under penalty of perjury under the laws of the United States of America, that I have read the foregoing Verified Complaint and am familiar with its contents, and that the matters stated in it are true and correct, except as to matters therein stated to be on information and belief.

Executed on July 31, 2014

A handwritten signature in cursive script, reading "James J. Brown Jr.", is written over a horizontal line.

VERIFICATION OF COMPLAINT

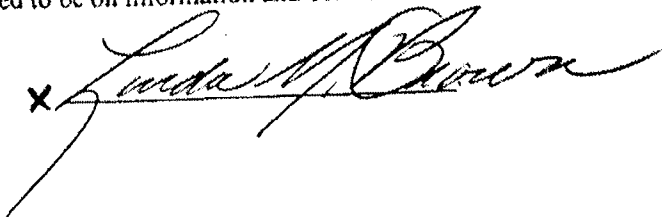
Linda M. Brown, As Trustee, Linda M. Brown Trust

Dated 12/4/2000

I, _____, pursuant to 28 U.S.C. § 1746,

verify under penalty of perjury under the laws of the United States of America, that I have read the foregoing Verified Complaint and am familiar with its contents, and that the matters stated in it are true and correct, except as to matters therein stated to be on information and belief.

Executed on July __, 2014

X 

VERIFICATION OF COMPLAINT

I, Paul H. Brown, pursuant to 28 U.S.C. § 1746, verify under penalty of perjury under the laws of the United States of America, that I have read the foregoing Verified Complaint and am familiar with its contents, and that the matters stated in it are true and correct, except as to matters therein stated to be on information and belief.

Executed on July 31, 2014

Paul H. Brown

VERIFICATION OF COMPLAINT

I, Paul W. Brown, As Trustee, Paul W. Brown Trust Dated 12/4/2000, pursuant to 28 U.S.C. § 1746, verify under penalty of perjury under the laws of the United States of America, that I have read the foregoing Verified Complaint and am familiar with its contents, and that the matters stated in it are true and correct, except as to matters therein stated to be on information and belief.

Executed on July __, 2014

X Paul W. Brown

VERIFICATION OF COMPLAINT

I, Prentiss M. Brown, pursuant to 28 U.S.C. § 1746, verify under penalty of perjury under the laws of the United States of America, that I have read the foregoing Verified Complaint and am familiar with its contents, and that the matters stated in it are true and correct, except as to matters therein stated to be on information and belief.

Executed on July 31, 2014

A handwritten signature in black ink, appearing to read "P.M. Brown", written over a horizontal line.

VERIFICATION OF COMPLAINT

I, PRENTISS M. BROWN, JR., pursuant to 28 U.S.C. § 1746, verify under penalty of perjury under the laws of the United States of America, that I have read the foregoing Verified Complaint and am familiar with its contents, and that the matters stated in it are true and correct, except as to matters therein stated to be on information and belief.

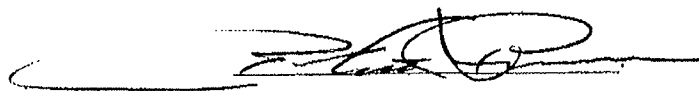
Executed on July 21, 2014

Prentiss M. Brown Jr.
as trustee of trustee for
Prentiss M. Brown Jr.

VERIFICATION OF COMPLAINT

I, ROBERT BROWN, pursuant to 28 U.S.C. § 1746, verify under penalty of perjury under the laws of the United States of America, that I have read the foregoing Verified Complaint and am familiar with its contents, and that the matters stated in it are true and correct, except as to matters therein stated to be on information and belief.

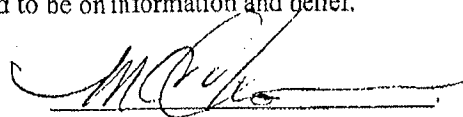
Executed on July 31, 2014

A handwritten signature in black ink, appearing to read "Robert Brown", with a long horizontal flourish extending to the right.

VERIFICATION OF COMPLAINT

I, M. CAROLINE CHEESEMAN, pursuant to 28 U.S.C. § 1746, verify under penalty of perjury under the laws of the United States of America, that I have read the foregoing Verified Complaint and am familiar with its contents, and that the matters stated in it are true and correct, except as to matters therein stated to be on information and belief.

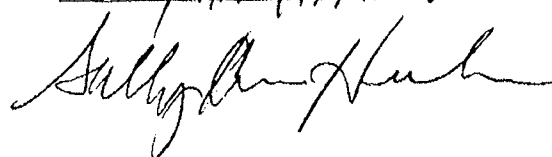
Executed on July 31, 2014

A handwritten signature in cursive script, appearing to read "M. Caroline Cheeseman", written over a horizontal line.

VERIFICATION OF COMPLAINT

I, Sally Ann Herbon, pursuant to 28 U.S.C. § 1746, verify under penalty of perjury under the laws of the United States of America, that I have read the foregoing Verified Complaint and am familiar with its contents, and that the matters stated in it are true and correct, except as to matters therein stated to be on information and belief.


Executed on July 31, 2014

Sally Ann Herbon


VERIFICATION OF COMPLAINT

I, Jim + Sis LLC, pursuant to 28 U.S.C. § 1746, verify under penalty of perjury under the laws of the United States of America, that I have read the foregoing Verified Complaint and am familiar with its contents, and that the matters stated in it are true and correct, except as to matters therein stated to be on information and belief.

Executed on July 31, 2014


Managing Member

VERIFICATION OF COMPLAINT

I, Boeing Family LLC, pursuant to 28 U.S.C. § 1746, verify under penalty of perjury under the laws of the United States of America, that I have read the foregoing Verified Complaint and am familiar with its contents, and that the matters stated in it are true and correct, except as to matters therein stated to be on information and belief.

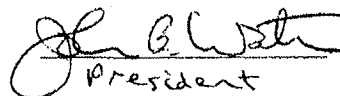
Executed on July 17, 2014

Barbara B. Laing

VERIFICATION OF COMPLAINT

I, John B. Watson, pursuant to 28 U.S.C. § 1746, verify under penalty of perjury under the laws of the United States of America, that I have read the foregoing Verified Complaint and am familiar with its contents, and that the matters stated in it are true and correct, except as to matters therein stated to be on information and belief.

Executed on July 17 2014


President
Pajalco Inc.

VERIFICATION OF COMPLAINT

I, Patricia Jane Perry, pursuant to 28 U.S.C. § 1746, verify under penalty of perjury under the laws of the United States of America, that I have read the foregoing Verified Complaint and am familiar with its contents, and that the matters stated in it are true and correct, except as to matters therein stated to be on information and belief.

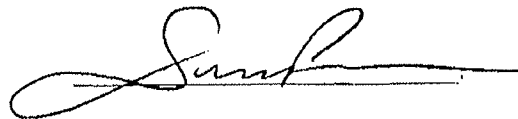
Executed on July 31, 2014

Patricia Jane Perry

VERIFICATION OF COMPLAINT

I, Susan Pierson, pursuant to 28 U.S.C. § 1746, verify under penalty of perjury under the laws of the United States of America, that I have read the foregoing Verified Complaint and am familiar with its contents, and that the matters stated in it are true and correct, except as to matters therein stated to be on information and belief.

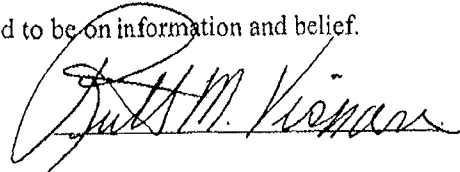
Executed on July 31, 2014

A handwritten signature in cursive script, appearing to read "Susan Pierson", written over a horizontal line.

VERIFICATION OF COMPLAINT

I, Ruth M. Viswan, pursuant to 28 U.S.C. § 1746, verify under penalty of perjury under the laws of the United States of America, that I have read the foregoing Verified Complaint and am familiar with its contents, and that the matters stated in it are true and correct, except as to matters therein stated to be on information and belief.

Executed on July 31, 2014

A handwritten signature in cursive script, appearing to read "Ruth M. Viswan", written over a horizontal line.