

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF LOUISIANA

J.A.H. ENTERPRISES, INC., Plaintiff	CIVIL ACTION NO. 16-124-SDD-RLB
VERSUS	JUDGE: Hon. Shelly D. Dick
BLH EQUIPMENT, LLC, JAMES BLAKE EVERETT, SAM EVERETT, and ELA MISSION, LLC Defendants	MAGISTRATE: Richard L. Bourgeois, Jr.

THIRD PARTY COMPLAINT

NOW INTO COURT, through undersigned counsel comes BLH EQUIPMENT, LLC, third-party plaintiff herein who respectfully represents the following:

1.

Third-party plaintiff, BLH EQUIPMENT, LLC, has been sued as defendant in the action brought by plaintiff, J.A.H. ENTERPRISES, INC. ("JAH"), a copy of *Petition for Damages and Declaratory Relief* (Doc. 1-2) is attached hereto as Exhibit 1.

2.

Pursuant to FRCP Rule 14, third-party plaintiff names Marvin Henderson, who is or may be liable to JAH for all or part of claims against them, as a third-party Defendant in this proceeding.

3.

Third-party defendant Marvin Henderson, a person of majority domiciled in the State of Louisiana, may be served by summons at 13340 Florida Blvd., Livingston, LA 70754.

4.

Exhibit 2 (Doc. 13-2) of *Memorandum in Opposition to Sam Everett's Motion to Dismiss Pursuant to 12(B)(2)*, Marvin Henderson declares and states 3. "I am not a shareholder or officer of JAH Enterprises, Inc." attached hereto as Exhibit 2.

5.

The allegations contained in Counterclaim are repeated and incorporated as if copied herein. A copy of *Answer and Counterclaim* (Doc. 6) is attached hereto as Exhibit 3.

6.

Count One

Fraud

Marvin Henderson intentionally and knowingly defrauded BLH by representing that he was negotiating on behalf of and directing the payment of funds to himself personally or to his designees on behalf of JAH when he fact he signed a declaration (Doc. 13-2) denying he is an officer or a shareholder of JAH.

7.

The fraudulent actions and conduct of Marvin Henderson has harmed and has the potential to harm BLH further in regards to all dealings in the past and presently with JAH because JAH now claims: (a) Marvin Henderson was not a stockholder or an officer of JAH; and (b) JAH knew nothing of Marvin Henderson's actions in connection with closing of the sale of the M/V Crown Casino.

8.

Marvin Henderson negotiated and signed on behalf of JAH in all dealings with BLH. See attached Joint Venture agreements executed on behalf of JAH by Marvin Henderson (Exhibit 4) and notarized Bill of Sale of the M/V Crown Casino executed by Marvin Henderson as Seller(s) or Person signing on behalf of seller(s). (Exhibit 5).

9.

BLH has not had a meeting with JAH without Marvin Henderson being present or part of the negotiations.

10.

Marvin Henderson was listed as Chief Executive Officer on the JAH webpage until after BLH filed its Counterclaim, which is shown on a screenshot of the webpage attached as Exhibit 6.

11.

Count 2

Breach of The Covenant of Good Faith and Fair Dealing

The allegations contained in Counterclaim and Count One are repeated and incorporated herein.

12.

Marvin Henderson's actions and conduct constitute a breach of the covenant of good faith and fair dealing.

13.

BLH has been damaged by the breach.

14.

Count Three

Tortious Interference with Contractual Rights

And Economic Advantages

The allegations contained in the Counterclaim and Count's One and Two of This Third Party Complaint are repeated and incorporated herein.

15.

Marvin Henderson has intentionally, wrongfully and with malice and without justification tortuously interfered with the contractual rights and economic advantages of BLH by miss leading BLH as to the proper payment of money received from the sale of the M/V Crown Casino and as to the agreement concerning the Ivey House.

16.

BLH has been damaged by Marvin Henderson's wrongful and tortious conduct.

WHEREFORE, third party plaintiff requests that this Third Party Demand be served by summons upon third-party defendant, Marvin Henderson and that he be required to answer and, after due proceedings, there be a judgment for monetary damages, attorney's fees, costs, and all other specific and general relief available under the circumstances, including interest and for all other relief.

Respectfully submitted,

RICHARDSON & LEVESQUE, L.L.C.

BY: /s/ WESLEY J. LEVESQUE

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Counsel for Defendant/Third Party Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that on April 28, 2016 a copy of the foregoing pleading was filed electronically with the Clerk of Court using the CM/ECF system. Notice of this filing will be sent to counsel of record by operation of the court's electronic filing system.

/s/ WESLEY J. LEVESQUE

Wesley J. Levesque