

UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF LOUISIANA

J.A.H. ENTERPRISES, INC.

\* CIVIL ACTION NO. 16-124-SDD-RLB

\*

VERSUS

\* HONORABLE JUDGE SHELLY D. DICK

\*

BLH EQUIPMENT, L.L.C., ET AL

\* MAGISTRATE JUDGE RICHARD L.

\*

BOURGEOIS, JR

\*\*\*\*\*

FIRST AMENDED AND RESTATED COMPLAINT FOR DAMAGES AND  
DECLARATORY RELIEF

NOW COMES, J.A.H. Enterprises, Inc. which files this First Amended and Restated Complaint against BLH Equipment, L.L.C., James Blake Everett, Sam Everett, ELA Mission, L.L.C., and Nick Clark Auctions, asserting the following claims and actions:

I. PARTIES

1.

J.A.H. Enterprises, Inc. is a Louisiana corporation with its principal place of business in Livingston Parish, Louisiana.

2.

Defendant, BLH Equipment, L.L.C. is a limited liability company believed to be domiciled in and with its principal place of business in, the State of Mississippi.

3.

Individual Defendants Blake Everett and Sam Everett are persons of the age of

majority and domiciled in the State of Mississippi, upon information and belief.

4.

Defendant ELA Mission, L.L.C. is a Mississippi limited liability company domiciled and with its principal place of business in the State of Mississippi.

5.

Defendant Nick Clark Auctions, Inc., a Mississippi corporation doing business in the State of Louisiana as a member of the Louisiana Auctioneers Association, among other things.

## II. FACTUAL BACKGROUND

6.

J.A.H. Enterprises does business as “Henderson Auctions”. J.A.H. Enterprises (hereinafter “Henderson Auctions”) is owned by Jeffrey Henderson and Janet Henderson Cagley. Henderson Auctions is in the business of buying and reselling equipment and selling equipment on consignment through public auctions and private sales.

7.

Henderson Auctions often acquires assets directly from third parties to sell at its auctions or uses brokers or agents to purchase the assets in return for a split of commissions on any resale.

8.

Henderson Auctions also takes possession of equipment or assets owned by third parties on consignment to resell or auction off as part of its regular business activity.

9.

Henderson Auctions formerly employed Defendant Blake Everett as a salesperson. Blake Everett left Henderson Auctions' employment several years ago. Since then, however, Blake Everett and his father, Sam Everett, have been personally involved in a number of different transactions with Henderson Auctions, some of which gave rise to this Petition.

A. The Acquisition of the "Ivey House".

10.

With the knowledge of Blake Everett and his father, Sam, Henderson Auctions put up funds in excess of \$600,000.00 for the purchase of the former M/V Crown Casino vessel with the intention of reselling it to a third party. The transaction was negotiated in Louisiana by Blake and Sam Everett with the owner at the time. The Defendants collectively presented the sales price to Henderson Auctions to finance the purchase.

11.

Blake Everett and Henderson Auctions agreed in this Parish to partner up in connection with the sale of the Crown Casino vessel and to an equal split of any profits or losses on the sale of the vessel. The parties agreed to pay all actual expenses first, with a split of the profit or loss. An agreement with these terms was reduced to writing between Henderson Auctions and BLH Equipment, LLC.

12.

After the acquisition, Henderson Auctions expended an additional \$300,000.00,

more or less, in additional fees and expenses to maintain, moor, and prepare the vessel for resale. Henderson Auctions borrowed additional funds on its line of credit to maintain the vessel until its resale.

13.

Blake and Sam Everett came to Louisiana repeatedly in efforts to sell the casino vessel. These two defendants eventually reached an agreement in Louisiana in mid-2013 with a buyer named Dr. Rhodes. Blake and Sam Everett represented to Janet and Jeff Henderson that the sales price would include a cash payment of \$350,000.00 and the title to a historic Kosciusko, Mississippi, property owned by Dr. Rhodes. The property was known as the “Ivey House.”

14.

The parties to this lawsuit agreed that the entire cash proceeds received from Dr. Rhodes would be paid to Henderson Auctions to pay down the bank debt with the ownership of the Ivey House to be placed into another limited liability company co-owned equally by each side’s designee. The property and its contents would then be marketed and sold as a “package” to bring the highest return.

15.

Unknown to Henderson Auctions, and contrary to their agreement and obligations to each other as partners, and at Sam Everett’s direction and with his knowledge, Blake Everett set up a Mississippi limited liability company named ELA Mission, L.L.C., to take title to the Ivey House at the closing. The only member of ELA Mission was Blake Everett.

The sale to Dr. Rhodes closed in December 2013 and the Ivey House was deeded to ELA Mission, LLC.

16.

Also unknown to Henderson Auctions, and contrary to their agreement, disclosures, and obligations to Henderson Auction as their partner, Blake and Sam Everett actually contracted with Dr. Rhodes for a cash portion of the transaction that exceeded \$460,000.00. Blake Everett, Sam Everett, and BLH Equipment, LLC consistently – and falsely – represented that the sales price was only \$350,000.00, over \$110,000.00 less than what Dr. Rhodes had agreed to pay for the vessel.

17.

On December 3, 2013, Dr. Rhodes (through his Veterinary Clinic) wired \$461,091.11 to BLH Equipment's account at Citizens National Bank in Mississippi. The next day, BLH Equipment wired only \$340,000.00 to Henderson Auctions. BLH Equipment has filed pleadings in which it conceded that it (or Blake Everett or Sam Everett) "carved off" the additional \$111,000.00 and split that portion of the cash among themselves and Marvin Henderson. These defendants knew that Marvin Henderson had no ownership in JAH Enterprises at the time and nevertheless they failed to disclose the true facts of the transaction with Dr. Rhodes or the alleged deal with Marvin Henderson to Janet and Jeff Henderson.

18.

Henderson Auctions received the wire for \$340,000.00 and questioned the

deduction of \$10,000.00 from what it was told was the sales price to Dr. Rhodes. On March 3, 2014, Sam Everett sent an email to Henderson Auctions in which he requested an acknowledgment that Henderson Auctions had received \$350,000.00 AND that “BLH” had “been paid nothing thus far.” These representations about the payment to Henderson Auction and the non-payment to BLH were knowingly false when made by Sam Everett and/or Blake Everett and/or BLH Equipment.

19.

In January and February 2014, Henderson Auctions was objecting to ELA Mission’s acquisition of title without Henderson Auctions or its representative being a member. Henderson Auctions became concerned that Sam and Blake Everett were actively breaching or participating in a knowing and active breach of Henderson Auctions’ rights to the assets acquired from Dr. Rhodes.

20.

Unknown to Henderson Auctions at the time, in approximately March of 2014, Blake and Sam Everett agreed to list the Ivey House for \$750,000.00. Blake Everett signed the listing agreement in his own name.

21.

Without disclosing the listing agreement or his intention to sell the Ivey House, Blake Everett continued to promise Janet Henderson Cagley that he would sign appropriate papers to ensure that Henderson Auctions’ position was protected.

22.

In April 2014, Blake and Sam Everett scheduled an auction of all of the Ivey House's furniture, fixtures, and equipment, with Nick Clark Auctions to be followed by a sale or public auction of the Ivey House itself. Despite his knowledge that the funds from any sales were to supposed to defray the debt created to acquire the casino vessel, Sam Everett personally participated in the sale of the antiques and contents from the Ivey House without disclosing to Henderson Auctions the fact of the sale or that the proceeds were going to be diverted to his, Blake Everett's, or BLH Equipment's coffers.

23.

Henderson Auctions learned of the sale of the contents from the Ivey House after the sale had occurred. However, Henderson Auctions was successful in obtaining a temporary restraining order from a Mississippi state court requiring the escrow of any proceeds of the sale of the assets and an injunction against the sale of the Ivey House. Representatives of Henderson Auctions obtained an agreement with Nick Clark of Nick Clark Auctions to retain the proceeds from the sale until further notice.

24.

The defendants, acting in concert, convinced the auction house (Nick Clark Auctions) to pay \$4,000.00 as an advance to the defendants and then to turn over the remainder of the auction proceeds (represented to be over \$29,000.00) to the defendants without notifying Henderson Auctions. Nick Clark Auctions was in breach of its obligations to Henderson Auctions by agreeing to the sale of the movables from the Ivey House because, among other things, it knew or should have known that Henderson

Auctions had an interest in the property and also because the Ivey House would have sold for a higher price if it was furnished with antiques. By allowing the auction of the contents alone, Nick Clark Auctions greatly devalued the remaining asset (the Ivey House) in an amount that exceeds \$75,000.00, exclusive of interest or attorneys' fees.

25.

Henderson Auctions pleads that Sam Everett, Blake Everett, and/or BLH Equipment obtained an undisclosed commission and/or benefits from the seller of the casino vessel, misrepresented the sales price of the casino vessel to Henderson Auctions, retained approximately \$110,000.00 in funds over and above \$340,000.00 wired to Henderson Auctions as the sales price to Dr. Rhodes, retained all funds from the sale of the furniture, fixtures and equipment at the Ivey House, as well as funds from the Ivey House itself, in derogation of obligations owed to Henderson Auctions to pay off the approximate \$700,000.00 in expenses related to the M/V Crown Casino.

B. The Miscellaneous Claims of Offset or for Amounts Due.

26.

Blake Everett has asserted that Henderson Auctions is liable to him and/or BLH Equipment for at least \$551,877.00 as a result of a number of transactions involving sales and/or usage of the equipment. Pleadings filed in this litigation amend the figure to include additional losses allegedly incurred.

27.

Contrary to the Defendants' claims, Henderson Auctions not only does not owe any



monetary obligation to any of the Defendants. Instead, Henderson Auctions has lost approximately \$570,000.00 on Everett-related transactions other than the casino vessel/Ivey House transaction, not including any undisclosed commissions received by any Defendant. Henderson Auctions is carrying approximately \$720,000.00 on the casino vessel/Ivey House transaction as of 2016.

28.

The Defendants' claim amounts due by Henderson Auctions for the "rental value" of equipment owned by third parties and allegedly used by Henderson Auctions, claims for "time and expenses" in connection with the M/V Crown Casino transaction and the Ivey House acquisition, and for commissions or profits due on a number of other pieces of equipment.

29.

The Defendants are not entitled to payments from Henderson Auctions for rental value on any equipment owned by third parties at any point in time. The Defendants had no ownership interest in the assets and no agreement to obtain a part of any rentals from any usage or testing of any equipment. The \$277,000.00 claimed for rentals by BLH Equipment in Record Document 5-3 is not owed by Henderson Auctions.

30.

Henderson Auctions and the Defendants also never agreed that either party would be compensated for "time" expended in connection with the M/V Crown Casino and/or Ivey House transactions. The parties' agreed to share in profits or losses, subject only to the

reimbursement of legitimate (non-overhead) expenses actually incurred and paid to third parties. The \$200,000.00 of claim for time and expenses in Record Document 5-3 is not owed by Henderson Auctions.

31.

In connection with several other transactions, most of which occurred in Livingston Parish, Louisiana, including the sale of compressors, bulldozers, trailer-enclosed generators, a motor home, gravel equipment and a Peterbilt and Viking lowboy, Henderson Auctions and the Defendants (Blake Everett and/or BLH Equipment) agreed to split profits and losses on those sales.

32.

In some instances, sales were at a loss. In those instances, BLH Equipment and/or Blake Everett are legally obligated to share in the loss. The loss would serve as a credit against any commission that might have been due.

33.

Henderson Auction has learned that in some instances, Blake and Sam Everett, through BLH Equipment, mislead Henderson Auctions as to the price that third parties were willing to accept for certain equipment. For example, in connection with the Peterbilt and Viking Loboy transaction, Henderson Auctions has learned that the Defendants presented Henderson Auction with a purchase price that had been inflated by \$9,000.00. The inflated sales price was actually an undisclosed commission that BLH Equipment (and/or the individual defendants) earned on the “flip” of the transaction to Henderson

Auctions as part of what was supposed to be a partnership in the resale of the equipment. The Defendants individually and collectively were obligated to disclose the additional commission before overcharging their partner on the transaction.

34.

Upon information and belief, Blake Everett, Sam Everett, and BLH Equipment, LLC have received additional compensation from third parties on transaction in which the Defendants and Henderson Auctions had agreed to split profits and losses. Blake Everett, Sam Everett, and BLH Equipment, LLC failed to disclose all material facts to Henderson Auctions in connection with consignments, purchases, and all other transactions.

35.

Henderson Auctions contends that a proper accounting consistent with their agreement results in the amount due from Blake Everett, Sam Everett, BLH Equipment, and ELA Mission, LLC will exceed \$1.2 million, without considering any credit that may be obtained from the sale of the Ivey House.

36.

Sam Everett has been an active participant in the transactions listed above, including repeated travels to Louisiana to participate in negotiations with third parties and Henderson Auctions (including meetings with Marvin Henderson). Upon information and belief, Sam Everett has knowingly made false statements (or allowed Blake Everett to make false statements) about Henderson Auctions, Blake Everett's alleged ownership of Henderson Auctions, and about the material facts of the Ivey House transaction. Sam

Everett has done so to benefit not only Blake Everett and BLH Equipment, but also himself. Sam Everett has benefitted financially from the disputed transactions with Henderson Auctions. Moreover, Blake Everett has stated to Janet Henderson Cagley that Sam Everett “holds” Blake’s assets so that Blake Everett can avoid creditors. Sam Everett has knowingly helped Blake Everett avoid creditors, including Henderson Auctions by allowing the diversion of part of Dr. Rhodes’ cash payment for the casino vessel.

37.

In light of the above acts, omissions, and transactions, J.A.H. Enterprises, Inc. seeks damages, declaratory relief, attorneys’ fees and costs in connection with the enforcement of its rights and/or causes of action against the Defendants, Blake Everett, Sam Everett, BLH Equipment, and ELA Mission, L.L.C. J.A.H. Enterprises, Inc. also seeks damages against Nick Clark Auctions.

COUNT 1: BREACH OF FIDUCIARY DUTY

38.

Henderson Auctions realleges and incorporates herein by this reference all of the foregoing facts and allegations.

39.

As a joint venture partner in connection with the Ivey House sale, Henderson Auctions had a special relationship of trust and a resulting fiduciary duty with the Defendants, Blake Everett, Sam Everett, BLH Equipment, and ELA Mission, L.L.C. As partners of Henderson Auctions in connection with the transaction, Blake and Sam Everett

had obligations to fully and fairly disclose all of the material facts relating to the transaction, most particularly the fact that the cash portion of the sales price to Dr. Rhodes exceeded what was represented to Janet and Jeff Henderson or Henderson Auctions.

40.

The Defendants' (Blake Everett, Sam Everett, BLH Equipment, and ELA Mission, L.L.C) decision to place title to the Ivey House and its furniture, fixtures, equipment in the name of ELA Mission, LLC, excluding its partner from any membership interest or ownership (or security interest) in the assets, also breached the fiduciary obligations owed to Henderson Auctions.

41.

The Defendants' (Blake Everett, Sam Everett, BLH Equipment, and ELA Mission, L.L.C) sale of the contents of the Ivey House without notice to Henderson Auctions was in breach of the fiduciary obligations owed to Henderson Auctions.

42.

By selling the contents of the Ivey House separately from the Ivey House itself, the Defendants (Blake Everett, Sam Everett, BLH Equipment, and ELA Mission, L.L.C) greatly devalued the Ivey House itself, which will not sell unfurnished for the same price as it would if sold as a furnished historic home. These Defendants knew or should have known that a furnished property would bring the highest resale price, regardless of the actual value of the antiques themselves. This action without disclosure to Henderson Auctions breached the fiduciary obligations owed to Henderson Auctions.

43.

To the extent that the Defendants (Blake Everett, Sam Everett, BLH Equipment, and ELA Mission, L.L.C) failed to disclose commissions paid to them by (or benefits received from) third parties or to the extent Henderson Auctions was not made aware of all of the material terms of all transactions with third parties, these Defendants were in breach of their fiduciary obligations owed to Henderson Auctions.

44.

By repeatedly misrepresenting or failing to disclose the material facts to Henderson Auctions, Henderson Auctions was induced to continue transacting business with each of the Defendants. If Henderson Auctions had known of the material facts on the Ivey House transaction and that undisclosed commissions were earned on “partnership” transactions, it would not have done business with Defendants and/or the parties’ business dealings would have ended sooner.

45.

In addition to affirmative claims for damages and other relief in the form of debt incurred, lost profits, attorneys’ fees, maintenance and carrying costs of the Ivey House and casino vessel, Henderson Auctions specifically pleads the right to offset any commissions due to any of the Defendants by the amount of damages and/or commissions and profit sharing owed to Henderson Auctions.

COUNT 2: BREACH OF CONTRACT/BAD FAITH BREACH OF CONTRACT

46.

Henderson Auctions realleges and incorporates herein by this reference all of the foregoing facts and allegations.

47.

Henderson Auctions had agreements in writing and/or orally with the Defendants (Blake Everett, Sam Everett, BLH Equipment, and ELA Mission, L.L.C) to share in profits and losses on the sale of the M/V Crown Casino, the acquisition and resale of the Ivey House and its furniture, fixtures and equipment, and several other pieces of equipment and/or machinery that are listed in Record Document 5-3.

48.

The Defendants failure to disclose the material facts in connection with the acquisitions by Henderson Auctions and/or the sale complained of herein with regard to the Ivey House and the attempted auction of its furniture, fixtures and equipment were in breach of conventional obligations owed to Henderson Auctions. Moreover, these breaches of obligations caused damages to Henderson Auctions.

49.

In addition, Nick Clark Auctions agreed to escrow or not disburse funds from the action of the Ivey House's contents pending an agreement with Henderson Auctions. Nick Clark Auctions breached the agreement by disbursing an advance the balance to the other Defendants (Blake Everett, Sam Everett, BLH Equipment, and ELA Mission, L.L.C) without informing Henderson Auctions or its attorneys of that fact.

50.

These breaches of agreement and obligations have caused damages to Henderson Auctions in an amount to be proved at trial, in the approximate amounts pleaded hereinabove.

51.

In addition, the Defendants' breaches were intentional, designed to gain an unfair advantage, and otherwise without legal or factual justification. Blake and Sam Everett intended to keep Henderson Auctions in agreements without disclosing the material facts. Defendants' breaches of obligation are bad faith breaches under Louisiana law, entitling Henderson Auctions to damages, including consequential damages, attorneys' fees and all costs.

COUNT 3: DETRIMENTAL RELIANCE

52.

Henderson Auctions realleges and incorporates herein by this reference all of the foregoing facts and allegations.

53.

In the alternative to prior two claims for relief, Henderson Auctions asserts that the Defendants (Blake Everett, Sam Everett, BLH Equipment, and ELA Mission, L.L.C) individually and collectively made certain promises to Henderson Auctions about splitting profits and losses and reimbursing expenses, as well as promises to share in the proceeds of the Ivey House and its furniture, fixtures, and equipment after expenses, that the Defendants collectively knew or should have known would induce Henderson Auctions to



rely on them to their detriment.

54.

Henderson Auctions was reasonable in relying upon the promises and representations of these Defendants, collectively.

55.

Henderson Auctions has suffered damages and losses as a result of its reasonable reliance upon such promises.

COUNT 4: CONVERSION/FRAUD/TORT/MISREPRESENTATION

56.

Henderson Auctions realleges and incorporates herein by this reference all of the foregoing facts and allegations.

57.

The Defendants (Blake Everett, Sam Everett, BLH Equipment, and ELA Mission, L.L.C) have committed the torts of conversion and/or fraud by inducing Henderson Auctions to fund the acquisition of the M/V Crown Casino and agree to a structure of the Ivey House transaction where the parties would have joint ownership.

58.

Instead, these Defendants collectively have converted, defrauded, or misrepresented (or have attempted to convert or defraud) Henderson Auctions by retaining over

\$110,000.00 that was paid by Dr. Rhodes, by placing the ownership of the Ivey House and the furniture, fixtures, and equipment into the name of a limited liability company solely owned by Everett family members, and by selling the contents of Ivey House, all with the intention of excluding Henderson Auctions or its affiliates of any ownership or profits interest.

59.

As a result of the above-described actions, these Defendants have forfeited all rights to any commissions on any transactions with Henderson Auctions. Defendants have unclean hands and induced Henderson Auctions to do business with Defendants as the result of errors created by the failure to disclose all true facts.

60.

In addition, Blake Everett has been representing falsely that he is a “shareholder” in Henderson Auctions and, at the same time, asserting publicly that Henderson Auctions is not “paying its bills” or “living up to its obligations.” These assertions are false are causing harm to Henderson Auctions business and reputation.

61.

Nick Clark Auctions also breached obligations to Henderson Auctions and/or to ELA Mission, LLC by failing to recommend the sale of the Ivey House with all of its furniture, fixtures, and equipment. The sale of a furnished historic home would have brought a far greater return than the sale of an empty historic home. Inasmuch as ELA Mission, LLC refuses to assert its rights against Nick Clark Auctions and that failure to act causes or

increases ELA Mission, LLC's insolvency to Henderson Auctions, Henderson Auctions asserts the claim as an oblique action against Nick Clark Auctions.

62.

The Defendants' actions and inactions have caused damages to Henderson Auctions and have required them to incur attorneys' fees in connection with this Petition in an attempt to resend the earlier agreements based on misrepresentation or fraud in the inducement.

COUNT 5: DECLARATORY JUDGMENT

63.

Henderson Auctions realleges and incorporates herein by this reference all of the foregoing facts and allegations.

64.

In connection with the Defendants' claims for commissions, rentals, and other damages and/or offsets, Henderson Auction seeks a money judgment or, alternatively, a declaratory judgment pursuant to 28 U.S.C. section 2201, Articles 1871-1883 of the Louisiana Code of Civil Procedure or any other appropriate provisions of law, declaring:

- a. That no amounts are due to any Defendant for the "rental value" of any equipment that was owned by third parties and not actually sold to third parties;
- b. That no amount is due for any "time" expended on any marketing

- negotiation, or efforts to sell the Ivey House, its furniture, its fixtures, and equipment, or with regard to the M/V Crown Casino by any party;
- c. That no claim exists for expenses, except those actually incurred with third parties, specifically excluding any general overhead expenses;
  - d. That there is no amount due to the Defendants in connection with the marketing, negotiation, or efforts to sell the Ivey House, its furniture, its fixtures, and equipment, or with regard to the M/V Crown Casino;
  - e. That any commissions due to any Defendant from the sale of equipment (in which any Defendant was involved by contract) would have been at an agreed upon percentage, subject to offset for any losses on bona fide sales to third parties, but that Defendants have forfeited any claim for commissions for the reasons stated above;
  - f. That no obligations are owed to any Defendant except to the extent there was an agreement in connection with the consignment or equipment to any third parties where there was an actual sale by Henderson Auctions, but that Defendants have forfeited any claim for commissions for the reasons stated above;
  - g. That the Ivey House and any contents are to be titled in the name of Henderson Auctions or its designee;
  - h. That any proceeds from the sale of the Ivey House or its contents are to be paid over to Henderson Auctions to defray expenses related to

the M/V Crown Casino acquisition, with any excess to be used to offset obligations owed by the Defendants to Henderson Auctions; and

- i. A declaration or money judgment that the Defendants owe Henderson Auctions all amounts confirmed by an accounting of the transactions between the parties.

COUNT 6: DEMAND FOR AN ACCOUNTING

65.

Henderson Auctions realleges and incorporates herein by this reference all of the foregoing facts and allegations.

66.

Henderson Auctions specifically requests an accounting from the Defendants as to all transactions in which there were commissions or profit splits and all expenses incurred in connection therewith, backed up by evidence of actual expenditures.

67.

In addition to any other relief requested herein, Henderson Auctions pleads that is entitled to damages for all breaches of obligation, contracts, standards of care, together with all attorneys' fees and costs associated therewith. Henderson Auctions further pleads from interest from the date of breach or demand, whichever is earlier, and for all general, specific and equitable relief available under the premises.

WHEREFORE, Complainant J.A.H. Enterprises, Inc. requests that this First

Amended Complaint be served upon the Defendants and that they each be required to answer and, after due proceedings, there be a declaratory judgment as prayed for hereinabove, a judgment for monetary damages, attorneys' fees, costs, and all other specific and general relief available under the circumstances, including interest from the date of breach or the date of demand, whichever is earlier, and for all other relief.

Respectfully submitted,

/s/ STEPHEN O. SCANDURRO

---

**SCANDURRO & LAYRISSON, L.L.C.**  
STEPHEN O. SCANDURRO, Bar #20362  
TIMOTHY D. SCANDURRO, Bar #18424  
607 St. Charles Avenue  
New Orleans, Louisiana 70130  
Telephone: 504-522-7100  
Facsimile: 504-529-6199  
Email: [steve@scanlayr.com](mailto:steve@scanlayr.com); [tim@scanlayr.com](mailto:tim@scanlayr.com)  
**Counsel for Plaintiff, J.A.H. Enterprises, Inc.**

**CERTIFICATE OF SERVICE**

I hereby certify that a copy of the foregoing pleading has been served upon all counsel of record via facsimile, electronic delivery or by placing same in the United States Postal Service, first class mail, properly addressed and postage prepaid this 31st day of May, 2016, and that citation and service will be issued to Nick Clark Auctions forthwith.

/s/ STEPHEN O. SCANDURRO

---

STEPHEN O. SCANDURRO