

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

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

pleadings indicate wired to Marvin Henderson personally.

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