

IN THE CIRCUIT COURT OF KANAWHA COUNTY, WEST VIRGINIA

LARRY LOVINS, D/B/A  
APPALACHIAN HOME CENTER,  
a Kentucky Business and TRI-STATE  
HOTELS, LLC, a Kentucky Limited Liability  
Company

Civil Action No. 13-C-1796  
The Honorable Charles E. King

Plaintiffs,

v.

JAI SAI, LLC, a West Virginia  
Limited Liability Company; NATIONAL  
REPUBLIC BANK OF CHICAGO; RIVER  
CITIES GLASS & CONSTRUCTION, LLC,  
a Kentucky Limited Liability Company

**MOTION FOR SUMMARY JUDGMENT  
ON BEHALF OF PLAINTIFFS**

COMES NOW Plaintiffs Larry Lovins, d/b/a Appalachian Home Center (hereinafter referred to as "Appalachian Home Center") and Tri-State Hotels, LLC, and, pursuant to Rule 56(a) of the West Virginia Rules of Civil Procedure, hereby moves this Court for Judgment in their favor as to Defendant Jai Sai, LLC's liability and to dismiss Defendant Jai Sia, LLC's Counter Claims against them. In support of this Motion, Plaintiffs state as follows.

1. Appalachian Home Center is a Kentucky business entity, with its principal place of business located in Ashland, Boyd County, Kentucky.
2. Tri-State Hotels, LLC is a Kentucky limited liability company, with its principal place of business located in Cattletsburg, Boyd County, Kentucky.
3. Plaintiffs filed their Complaint against Defendant Jai Sai, LLC, seeking enforcement of mechanic's liens filed against property owned by Jai Sai, LLC, both parties having performed construction work on said property. The property in question being the Holiday Inn Express located

in Cross Lanes, Kanawha County, West Virginia.

4. Defendant Jai Sai, LLC, filed an Answer and Counterclaim, alleging, in part, that the liens were invalid and that Tri-State Hotels, LLC had committed fraud.

5. On December 11, 2013, "Plaintiffs' First Set of Interrogatories, Requests for Production and Requests for Admission" were served upon Jai Sai, LLC. (See "Plaintiffs' First Set of Interrogatories, Requests for Production and Requests for Admission to Defendant Jai Sai, LLC (attached hereto as "Exhibit B"))

6. To date, Jai Sai, LLC, has not answered this discovery whatsoever, including the Requests for Admission set forth therein.

7. The Requests for Admissions asked Jai Sai, LLC, to admit, in part, that each Plaintiff's respective lien was filed within 100-days of completion of work on the subject property; that Plaintiffs were never fully paid for work performed on the subject property; that Tri-State Hotels, LLC, was the general contractor/project manager for work on the subject property; and that Jai Sai, LLC, had no evidence of fraud on the part of Tri-Hotels, LLC.

8. By operation of the law, Plaintiffs' Requests for Admission are deemed admitted because Jai Sai has failed to admit, deny or object to them within 30-days of the date of service. See W.Va. R. Civ. P. 36(a)(3).

9. Because Jai Sai, LLC, has admitted that Tri-State Hotels, LLC, was the general contractor/project manager for construction work related to the subject property, Tri-State Hotels, LLC, was required to file a mechanic's lien on the property within 100-days of the date it last performed work on the property. See W.Va. Code § 38-2-7 (Michie 2013).

10. There is no question that Appalachian Home Center was a subcontractor of Tri-State

Hotels, LLC, and as such, its lien is also valid so long as it was filed within 100-day of the date it completed its work on the property. *Id.*

11. Neither Appalachian Home Center nor Tri-State Hotels, LLC, were fully paid for the work performed.

12. There is no evidence of fraud on the part of Tri-State Hotels, LLC.

13. As such, Plaintiffs are entitled to judgment as a matter of law as no issues of material fact exist as to liability.

14. Because Plaintiffs have valid liens, and because there is no issue of material fact, Plaintiffs request the Court enter a decree of sale requiring the subject property be sold to satisfy the amounts listed on Plaintiffs' respective liens. *See* W.Va. Code § 38-2-35.

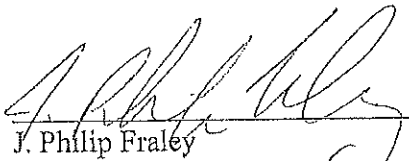
15. Plaintiffs also move this Court to dismiss the Counter Claims against them because, as stated above, Plaintiffs' respective liens are valid, and because Jai Sai, LLC has admitted that it has no evidence of fraud as to Tri-State Hotels.

16. In support of this Motion, Plaintiffs have also filed a Memorandum of Law in support.

WHEREFORE, for the foregoing reasons, as well as those set forth in Plaintiffs' simultaneously filed Memorandum of Law, Plaintiffs request the Court enter judgment in their favor, enter a decree of sale to satisfy the Plaintiffs' respective liens, dismiss the counterclaim against Tri-State Hotels, LLC, and for such other relief as this Court deems just and appropriate.

APPALACHIAN HOME CENTER AND TRI-  
STATE HOTELS, LLC

BY COUNSEL



---

J. Philip Fraley

West Virginia State Bar No. 9454

ORNDORFF HATFIELD & FRALEY

Village Professionals Building

99 Cracker Barrel Drive, Suite 100

Barboursville, WV 25504

Telephone: (304) 302-0500

Facsimile: (304) 302-0504

IN THE CIRCUIT COURT OF KANAWHA COUNTY, WEST VIRGINIA

LARRY LOVINS, D/B/A  
APPALACHIAN HOME CENTER,  
a Kentucky Business and TRI-STATE  
HOTELS, LLC, a Kentucky Limited Liability  
Company

Civil Action No. 13-C-1796  
The Honorable Charles E. King

Plaintiffs,

v.

JAI SAI, LLC, a West Virginia  
Limited Liability Company; NATIONAL  
REPUBLIC BANK OF CHICAGO; RIVER  
CITIES GLASS & CONSTRUCTION, LLC,  
a Kentucky Limited Liability Company

**MEMORANDUM OF LAW IN SUPPORT OF THE MOTION  
FOR SUMMARY JUDGMENT ON BEHALF OF PLAINTIFFS**

COMES NOW Plaintiffs Larry Lovins, d/b/a Appalachian Home Center (hereinafter referred to as "Appalachian Home Center") and Tri-State Hotels, LLC., by and through counsel, and in support of their contemporaneously filed Motion for Summary Judgment hereby offers this Memorandum of Law in Support.

**I. FACTUAL BACKGROUND**

Tri-State Hotels, LLC, is a Kentucky limited liability company. In 2011, Tri-State Hotels was retained by Defendant Jai Sai, LLC, for the purpose of acting as general contractor/project manager for the construction of a Holiday Inn Express in Cross Lanes, Kanawha County, West Virginia. As part of that project, Tri-State Hotels engaged the services of Appalachian Home Center to install cabinetry and mill work in the hotel. The work on this hotel was completed in early 2013. However, Jai Sai, LLC, the property owner and developer of the project, never fully paid Tri-State Hotels or Appalachian Home Center for work performed and materials purchased to complete the work.

In April 2013, Plaintiffs each filed mechanic's liens against Jai Sai, LLC's property to protect their interest in amounts owed to them by Jai Sai. In September 2013, Plaintiffs filed this action to enforce their liens. In response, Jai Sai answered and served a counterclaim against the Plaintiffs alleging that Plaintiff Tri-State Hotels, Inc. had engaged in fraud in regard to its dealings with Jai Sai, LLC and that the liens were invalid.

On December 11, 2013, Plaintiffs served "Plaintiffs' First Set for Interrogatories, Requests for Production and Requests for Admission" on Jai Sai. The Requests for Admission asked Jai Sai to admit the following:

- Admit that Appalachian Home Center was never fully paid for the work performed on the Subject Property.
- Admit that Appalachian Home Center's Mechanic's Lien was filed within 100 days of the date on which it last performed work on the Subject Property.
- Admit that Tri-State Hotels, LLC was the general contractor/project manager for the work performed on the subject property.
- Admit that Tri-State Hotels, LLC's Mechanic's Lien was filed within 100 days of the date on which it last performed work on the Subject Property.
- Admit that you have no evidence of fraud on the part of Tri-State Hotels, LLC.
- Admit that Tri-State Hotels, LLC was never fully paid for work it performed on or paid to others regarding the Subject Property.

The responses to these Requests were due on or before January 11, 2014. To date, Jai Sai, LLC, has not provided any objections or responses to Plaintiffs' Requests for Admission.

## **II. ARGUMENT**

“Summary Judgment is appropriate where the record taken as a whole could not lead a rational trier of fact to find for the nonmoving party, such as where the nonmoving party has failed to make a sufficient showing on an essential element of the case that it has the burden to prove.” Syl. Pt. 4, Painter v. Peavy, 451 S.E.2d 755 (W.Va. 1994). “When ruling on a motion for summary judgment, the trial court must determine whether there is a genuine issue as to any material fact, and whether the moving party is entitled to judgment as a matter of law.” Syl. Pt. 1, Floyd v. Equitable Life Assurance Soc’y, 264 S.E.2d 648 (W.Va. 1980). A party is entitled to summary judgment when the facts established show a right to judgment with such clarity as to leave no room for controversy and show affirmatively that the adverse party cannot prevail under any circumstances. See Johnson v. Mays, 447 S.E.2d 563, 565 (W.Va. 1994).

**A. Plaintiffs are entitled to judgment as a matter of law on their mechanic’s liens.**

Contrary to Jai Sai, LLC’s assertions in its answer and counter claim, Appalachian Home Center’s and Tri-State Hotels, LLC’s respective mechanic’s liens are valid and enforceable. Jai Sai contends that the liens are invalid because they needed to be filed within 90-days of the Plaintiffs’ completion of their respective contracts. (See Answer of Defendant Jai Sai, LLC at ¶¶ 15, 16; Counter Claim of Defendant Jai Sai, LLC, Against Plaintiffs Larry Lovins d/b/a Appalachian Home Center, a Kentucky Business and Tri-State Hotels, LLC, a Kentucky Limited Liability Company at ¶¶ 10, 13).

In its Answer, Jai Sai asserts that Plaintiffs liens are subject to W.Va. Code § 38-2-32, which applies to individuals providing labor or services to a corporation. However, Appalachian Home Center’s lien was filed pursuant to W.Va. Code § 38-2-2. Tri-State Hotels, LLC’s mechanic’s lien was filed pursuant to W.Va. Code § 38-1-1. Both of these sections permit a contractor or

subcontractor of a construction project to file a lien against the property upon which the work was performed within 100-days of the completion of the project. *See* W.Va. Code § 38-2-7 (Michie 2013).

As noted above, because Jai Sai failed to object or deny a request for admission asking it to admit Tri-State Hotels, LLC was the general contractor/project manager for the construction of the Holiday Inn in Cross Lanes, WV, said request is deemed admitted by operation of the law. *See* W.Va. R. Civ. P. 36(a)(3). Jai Sai has also admitted that Plaintiffs' respective liens were filed within the 100-day filing window prescribed by the Code. Lastly, Jai Sai has admitted the neither Plaintiff was fully paid for the work performed on the subject construction project.

Because Jai Sai has admitted the factors required to establish a valid lien, Plaintiffs are entitled to judgment as a matter of law that the liens are valid and enforceable. Furthermore, because Plaintiffs liens are valid and enforceable, Plaintiffs are entitled to a decree of sale of the property subject to the liens in order to satisfy the amounts owed. *See* W.Va. Code § 38-2-35 (Michie 2013).

**B. Plaintiffs are entitled to judgement as a matter of law on Jai Sai, LLC's Counter Claim.**

Additionally, Plaintiffs' are entitled to judgment as a matter of law as to Jai Sai, LLC's Counter Claim. In its Counter Claim, Jai Sai alleges that Tri-State Hotels, LLC, committed fraud. Jai Sai also alleges that both Tri-State Hotels' and Appalachian Home Center's liens are invalid because they were not filed within 90-days of completion of Plaintiffs' respective contracts and because they did not include an accounting with the filing.

Under W.Va. Code §§ 38-2-1,2, a lien holder is not required to file an accounting with their lien. In fact, the Code specifically addresses an accounting and notes that an accounting must be



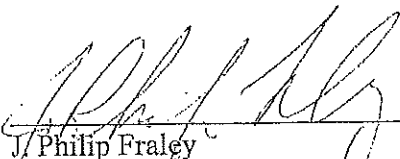
provided upon written request of the owner, not with the filing of the lien. *See* W.Va. Code § 38-2-19 (Michie 2013). Additionally, because the Plaintiffs' liens fall under §§ 38-2-1,2, the Plaintiffs had 100-days from the completion of their contract to perfect their liens. As stated above and in the Counter Claim, Jai Sai has acknowledged that the liens were filed within 100-days. Therefore, Plaintiffs should be granted summary judgment as to these counts of Jai Sai's Counter Claim.

By failing to answer Plaintiffs' Requests for Admission, Jai Sai has admitted that it has no evidence that Tri-State Hotels committed fraud. Because Jai Sai has admitted it has no evidence of fraud, there are no issues of material fact for the jury to consider relative to whether Tri-State Hotels committed fraud. Therefore, Tri-State Hotels is entitled to judgement as a matter of law in its favor as to this count of Jai Sai's Counter Claim.

WHEREFORE, for the foregoing reasons, as well as those asserted in Plaintiffs' contemporaneously filed Motion for Summary Judgment, Plaintiffs hereby move this Court to enter judgment in their favor as to their claims, dismissing Jai Sai's Counter Claim, to enter a Decree of Sale for the subject property, to award Plaintiffs their fees and costs in pursuing this enforcement action, and for such other relief as this Court deems just and appropriate.

APPALACHIAN HOME CENTER AND TRI-STATE  
HOTELS, LLC

BY COUNSEL




---

J. Philip Fraley  
West Virginia State Bar No. 9454  
ORNDORFF HATFIELD & FRALEY  
Village Professionals Building  
99 Cracker Barrel Drive, Suite 100  
Barboursville, WV 25504  
Telephone: (304) 302-0500  
Facsimile: (304) 302-0504

IN THE CIRCUIT COURT OF KANAWHA COUNTY, WEST VIRGINIA

LARRY LOVINS, D/B/A  
APPALACHIAN HOME CENTER,  
a Kentucky Business and TRI-STATE  
HOTELS, LLC, a Kentucky Limited Liability  
Company

Civil Action No. 13-C-1796  
The Honorable Charles E. King

FILED  
2014 MAR -4 PM 2:21  


Plaintiffs,

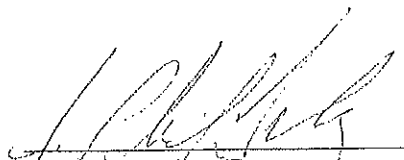
v.

JAI SAI, LLC, a West Virginia  
Limited Liability Company; NATIONAL  
REPUBLIC BANK OF CHICAGO; RIVER  
CITIES GLASS & CONSTRUCTION, LLC,  
a Kentucky Limited Liability Company

CERTIFICATE OF SERVICE

The undersigned counsel for Plaintiffs Larry Lovins, d/b/a Appalachian Home Center and Tri-State Hotels, LLC, hereby states that on the 28<sup>th</sup> day of February 2014, a true and exact copy of the foregoing "*Motion for Summary Judgment on Behalf of Plaintiffs*" and "*Memorandum of Law in Support of the Motion for Summary Judgment on Behalf of Plaintiffs*" was served via regular U.S. Mail, postage prepaid, as follows:

Jeff C. Woods  
The Law Offices of Jeff C. Woods  
600 Prestige Park, Suite D  
Hurricane, WV 25526

  
J. Philip Fraley, Esq.  
W.Va. State Bar No. 9454

IN THE CIRCUIT COURT OF KANAWHA COUNTY, WEST VIRGINIA

LARRY LOVINS, D/B/A  
APPALACHIAN HOME CENTER,  
a Kentucky Business and TRI-STATE  
HOTELS, LLC, a Kentucky Limited Liability  
Company

Civil Action No. 13-C-1796  
The Honorable Charles E. King

Plaintiffs,

v.

JAI SAI, LLC, a West Virginia  
Limited Liability Company; NATIONAL  
REPUBLIC BANK OF CHICAGO; RIVER  
CITIES GLASS & CONSTRUCTION, LLC,  
a Kentucky Limited Liability Company

**PLAINTIFFS' FIRST INTERROGATORIES, REQUESTS FOR PRODUCTION AND  
REQUESTS FOR ADMISSION TO JAI SAI, LLC**

Pursuant to Rules 26, 33, 34 and 36 of the West Virginia Rules of Civil Procedure, Plaintiffs hereby requests Defendant Jai Sai, LLC, answer under oath, separately and fully in writing, the following Interrogatories and Requests for Production of Documents within thirty (30) days after service.

**INSTRUCTIONS AND DEFINITIONS**

A. When used in these Interrogatories, the terms "you" or "your" or any synonym thereof, is intended to, and shall embrace and include, in addition to the Plaintiffs, counsel for the Plaintiffs, and all agents, servants, employees, representatives, private investigators and others who are in possession of or may have obtained information for, or on behalf of the Plaintiffs.

B. "Defendant" means Jai Sai, LLC and all agents, servants, representatives, private investigators, consultants and experts and others who are in the possession or may have obtained information for, or on behalf of Jai Sai, LLC.

C. "Record" or "report" means any regular, formal or informal, official or unofficial, memoranda or written preservation of any event, action taken, and detail thereof inquired into here.

D. "Incident" includes every event, occurrence, act, omission or failure claimed by the Plaintiff to have caused or contributed to causing the alleged damages which are subject to this litigation.

E. "Document" means all writings of any kind, including the originals and all nonidentical copies, whether different from the originals by any notation made on such copies or otherwise (including, without limitation, correspondence, memoranda, notes, diaries, statistics, letters, telegrams, minutes, contracts, reports, studies, checks, statements, receipts, returns, summaries, pamphlets, books, prospectuses, inter-office and intra-office communications, offers, notations of any sort of communications, bulletins, printed matter, computer printouts, teletypes, invoices, worksheets, and all drafts, alterations, modifications, and changes and amendments of any of the foregoing), graphic or aural records or representation of any kind (including, without limitation, photographs, charts, graphs, microfiche, microfilm, videotape, recordings, motion pictures) and electronic mechanical or records or representation of any kind (including, without limitation, tapes, cassettes, discs and recordings).

F. "Person" means all entities, including, without limiting the generality of the foregoing, all individuals, associations, companies, partnerships, joint adventures, corporations, trusts and estates.

G. When an exact answer to an Interrogatory is not known, state the best estimate available and state that it is an estimate.

H. If the answer to any Interrogatory or Request for Production is deemed by you to require the disclosure of privileged information, state the nature of the privilege claimed and describe

the subject matter to which the claim of privilege relates.

I. "And" or "Or" shall be construed conjunctively or disjunctively as necessary to make the discovery request inclusive rather than exclusive.

J. As used herein, words used in singular include the plural and vice versa, words written in the masculine include the feminine and vice versa, and words written in the present tense include the past and future and vice versa.

K. These discovery requests shall be deemed continuing in nature and supplemental answers shall be required if Plaintiff, directly or indirectly, obtains further information of the nature sought herein between the time answers are served and the time at trial.

L. Identity of a person shall include the person's name, address, telephone number, occupation and business address.

M. Subject property, premises, and/or homes means the property identified in and which is the subject of the Complaint.

#### INTERROGATORIES

1. Please identify each and every person who assisted in formulating the responses to these requests. You may exclude any person whose sole involvement in responding to these requests was typing responses prepared by someone else.

RESPONSE:

2. Please identify each and every person you believe to have discoverable information related to the allegations set forth in your Complaint.

RESPONSE:

3. Please identify each and every fact witness you intend to call at the trial of this matter.

RESPONSE:

4. Please identify each and every expert witness you intend to call at the trial of this matter.

RESPONSE:

5. Please identify each and every exhibit you intend to use at the trial of this matter.

RESPONSE:

6. Please describe how Dolatrai Patel exceeded the scope of his authority as alleged in Paragraph 5(a) of your Counter-Claim.

RESPONSE:

7. Please describe the work you claim was not performed by Tri-State Hotels, LLC, as alleged in Paragraph 5(b) of your Counter-Claim.

RESPONSE:

8. Please identify all "false and fraudulent invoices for work, materials and services which were never performed and/or provided," as alleged in Paragraph 5(c) of your Counter-Claim.

RESPONSE:

9. Please state the basis for your allegation that Dolatrai Patel "[k]nowingly, illegally

and improperly [used] funds allotted for the construction of the hotel on the subject property for his personal purposes and use,” as alleged in Paragraph 5(d) of your Counter-Claim.

RESPONSE:

10. Please state the basis for your allegation that Dolatrai Patel “[commingled] funds allocated for the construction of the hotel on the subject property with that of Tri-State Hotels, LLC and using such funds allotted for Jai-Sai for the maintenance, use, and benefit of Tri-State Hotels,” as alleged in Paragraph 5(e) of your Counter-Claim.

RESPONSE:

11. Please state the basis for your allegation that Dolatrai Patel “[k]nowingly and intentionally [failed] to credit Jai-Sai for payments he claimed he made to various vendors, including Tri-State Hotels, using funds drafted and/or deducted from the accounts of Jai-Sai, LLC,” as alleged in Paragraph 5(f) of your Counter-Claim.

RESPONSE:

12. Please state the basis for your allegation that Dolatrai Patel “[k]nowingly and intentionally [misdirected] funds from the accounts of Jai-Sai, LLC to Tri-State Hotels, LLC, by using charge accounts of other business entities and using funds of Jai-Sai, LLC to pay accounts or, when the said accounts were not paid, alleging without proper invoices, that obtained materials were delivered to the hotel which was under construction on the subject property,” as alleged in Paragraph 5(g) of your Counter-Claim.

RESPONSE:



13. Please state the basis for your allegation that Dolatrai Patel "[failed] to maintain control of and maintain an accurate accounting for materials, goods, and services connected with the aforementioned construction of the hotel under construction on the property of Jai-Sai, Inc. [sic]," as alleged in Paragraph 5(h) of your Counter-Claim.

RESPONSE:

14. Please state the basis for your allegation that Dolatrai Patel "[submitted] multiple duplicative and false invoices for materials, work, and services connected which was never performed and solely for the purpose of attempting to defraud Jai-Sai, LLC and to hide the fraudulent schemes initiated by Dolatrai Patel for the sole benefit of Tri-State Hotels, LLC," as alleged in Paragraph 5(i) of your Counter-Claim.

RESPONSE:

15. Please state the basis for your allegation that Dolatrai Patel "[failed] to properly maintain and provide required and appropriate accountings and business transaction records," as alleged in Paragraph 5(j) of your Counter-Claim.

RESPONSE:

16. Please identify all documents in your possession that support the allegations set forth in Paragraphs 5(a-j) of your Counter-Claim.

RESPONSE:

17. Please identify all invoices submitted for payment you claim to be duplicative,

fraudulent or otherwise improper. For each invoice identified please include an explanation as to why you believe said invoice(s) are duplicative, fraudulent and/or otherwise improper.

RESPONSE:

18. For each invoice submitted which you claim is duplicative, please identify the date Jai Sai, LLC paid said invoice, the method of payment, the person or entity receiving payment and the entity (bank, person, company, etc...) that was the payor for each payment identified.

RESPONSE:

19. Please identify all liens filed against the subject property, whether released or not, that you allege are a result of Tri-State Hotels, LLC's and/or Dolatrai Patel's actions.

RESPONSE:

20. Please provided an itemized accounting for the special damages you allege are owed to Jai Sai, LLC, in your Counter-Claim.

RESPONSE:

21. Please explain the role of Tri-State Hotels, LLC in the construction of the Holiday Inn Express that is located on the subject premises.

RESPONSE:

22. Please explain the role of Appalachian Home Products in the construction of the Holiday Inn Express that is located on the subject premises.

RESPONSE:

23. If you contest the amount owed to Appalachian Home Products, please state the basis on which you contest the amount owed.

RESPONSE:

24. Please state the basis for your allegation that Appalachian Home Products failed to properly credit Jai Sai, LLC for amounts paid.

RESPONSE:

25. Please state your basis for refusing to admit each Requests for Admission the answer to which is anything other than an unqualified admission.

RESPONSE:

#### REQUESTS FOR ADMISSION

1. Admit that Appalachian Home Products was never fully paid for the work performed on the Subject Property.

RESPONSE:

2. Admit that Appalachian Home Products' Mechanic's Lien was filed within 100 days of the date on which it last performed work on the Subject Property.

RESPONSE:

3. Admit that Tri-State Hotels, LLC was the general contractor/project manager for the work performed on the subject property.

RESPONSE:

4. Admit that Tri-State Hotels, LLC's Mechanic's Lien was filed within 100 days of the date on which it last performed work on the Subject Property.

RESPONSE:

5. Admit that you have no evidence of fraud on the part of Tri-State Hotels, LLC.

RESPONSE:

6. Admit that Tri-State Hotels, LLC was never fully paid for work it performed on or paid to others regarding the Subject Property.

RESPONSE:

#### REQUESTS FOR PRODUCTION OF DOCUMENTS

1. Please produce a copy of any and all documents you allege represent a written contract between you and Tri-State Hotels, LLC.

RESPONSE:

2. Please produce a complete copy of the file for each and every expert you intend to call at the trial of this matter. The complete file includes, but is not limited to, all notes, correspondence (including email), final reports, draft reports, scientific studies relied on by such expert in forming their opinion(s), a list of the expert's trial testimony, and the expert's curriculum vitae.

RESPONSE:

3. Please produce a copy of any and all documents identified by you in Interrogatory No.

16.

RESPONSE:

4. Please produce a copy of all documents evidencing payment of invoices submitted by Tri-State Hotles, LLC, which you claim are duplicative.

RESPONSE:

5. Please produce a copy of each and every exhibit, demonstrative or otherwise, that you intend to use at the trial of this matter.

RESPONSE:

6. Please produce a copy of any and all letters, emails, text messages, electronic voice messages, and/or any other communications between you and any other person, excluding your attorney(s), which relate to the allegations set forth in the Complaint.

RESPONSE:

7. Please produce a copy of all liens and/or encumbrances that have been filed against the Subject Property, whether released or not, and all releases related thereto.

RESPONSE:

8. If you or anyone acting on your behalf have taken a statement for any person related to the allegations set forth in the Complaint, your Answer or Counter-Claim, please produce a true and exact copy of said statement, in its original format.

RESPONSE:

9. Please produce a copy of all contracts with any other person or entity related to the work on the subject property.

RESPONSE:

10. Please produce any and all documents not already produced which you believe support your affirmative defenses in this matter.

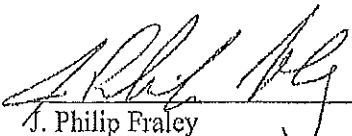
RESPONSE:

11. Please produce any and all documents not already produced which you believe support your Counter-Claim in this matter.

RESPONSE:

LARRY LOVINS, D/B/A APPALACHIAN HOME  
CENTER AND TRI-STATE HOTELS, LLC

BY COUNSEL

  
\_\_\_\_\_  
J. Philip Fraley  
West Virginia State Bar No. 9454  
ORNDORFF HATFIELD & FRALEY  
Village Professionals Building  
99 Cracker Barrel Drive, Suite 100  
Barboursville, WV 25504  
Telephone: (304) 302-0500  
Facsimile: (304) 302-0504

IN THE CIRCUIT COURT OF MASON COUNTY, WEST VIRGINIA

LARRY LOVINS, D/B/A  
APPALACHIAN HOME CENTER,  
a Kentucky Business and TRI-STATE  
HOTELS, LLC, a Kentucky Limited Liability  
Company

Civil Action No. 13-C-1796  
The Honorable Charles E. King

Plaintiffs,

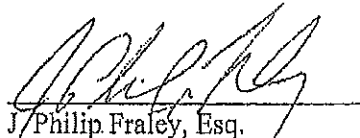
v.

JAI SAI, LLC, a West Virginia  
Limited Liability Company; NATIONAL  
REPUBLIC BANK OF CHICAGO; RIVER  
CITIES GLASS & CONSTRUCTION, LLC,  
a Kentucky Limited Liability Company

CERTIFICATE OF SERVICE

The undersigned counsel for Defendant CADCO Heating & Cooling, Inc., hereby states that on the 11<sup>th</sup> day of December 2013, a true and exact copy of the foregoing "*Plaintiffs' First Set for Interrogatories, Requests for Production and Requests for Admission to Jai Sai, LLC*" was served via regular U.S. Mail, postage prepaid, as follows:

Jeff C. Woods  
The Law Offices of Jeff C. Woods  
600 Prestige Park, Suite D  
Hurricane, WV 25526

  
J. Philip Fraley, Esq.  
W.Va. State Bar No. 9454

IN THE CIRCUIT COURT OF KANAWHA COUNTY, WEST VIRGINIA

LARRY LOVINS, D/B/A  
APPALACHIAN HOME CENTER,  
a Kentucky Business and TRI-STATE  
HOTELS, LLC, a Kentucky Limited Liability  
Company

Civil Action No. 13-C-1796  
The Honorable Charles E. King

Plaintiffs,

v.

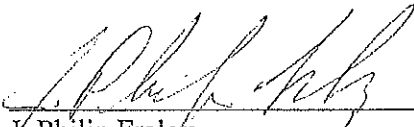
JAI SAI, LLC, a West Virginia  
Limited Liability Company; NATIONAL  
REPUBLIC BANK OF CHICAGO; RIVER  
CITIES GLASS & CONSTRUCTION, LLC,  
a Kentucky Limited Liability Company

NOTICE OF HEARING

COMES NOW Plaintiffs Larry Lovins, d/b/a Appalachian Home Center (hereinafter referred to as "Appalachian Home Center") and Tri-State Hotels, LLC and hereby notifies the parties hereto that it will bring on for hearing its Motion for Summary Judgment before the Circuit Court of Kanawha County, West Virginia, the Honorable Charles E. King, at such time and place as determined to be convenient by the Court.

APPALACHIAN HOME CENTER AND TRI-  
STATE HOTELS, LLC

BY COUNSEL

  
J. Philip Fraley  
West Virginia State Bar No. 9454  
ORNDORFF HATFIELD & FRALEY  
Village Professionals Building  
99 Cracker Barrel Drive, Suite 100  
Barboursville, WV 25504  
Telephone: (304) 302-0500  
Facsimile: (304) 302-0504

15-16



IN THE CIRCUIT COURT OF KANAWHA COUNTY, WEST VIRGINIA

LARRY LOVINS, D/B/A  
APPALACHIAN HOME CENTER,  
a Kentucky Business and TRI-STATE  
HOTELS, LLC, a Kentucky Limited Liability  
Company

2014/02/26 PM 2:25  
Civil Action No. 13-C-1796  
The Honorable Charles E. King

Plaintiffs,

v.

JAI SAI, LLC, a West Virginia  
Limited Liability Company; NATIONAL  
REPUBLIC BANK OF CHICAGO; RIVER  
CITIES GLASS & CONSTRUCTION, LLC,  
a Kentucky Limited Liability Company

CERTIFICATE OF SERVICE

The undersigned counsel for Plaintiffs Larry Lovins, d/b/a Appalachian Home Center and Tri-State Hotels, LLC, hereby states that on the 28<sup>th</sup> day of February 2014, a true and exact copy of the foregoing "*Notice of Hearing*" was served via regular U.S. Mail, postage prepaid, as follows:

Jeff C. Woods  
The Law Offices of Jeff C. Woods  
600 Prestige Park, Suite D  
Hurricane, WV 25526

  
J. Philip Fraley, Esq.  
W.Va. State Bar No. 9454