

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' RESPONSE TO JAI SAI, LLC'S MOTION FOR RELIEF
FROM JUDGMENT PURSUANT TO RULE 60(B)**

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 offers the Court the following Response to *Jai Sai, LLC's Motion for Relief from Judgment Pursuant to Rule 60(B)*.

Jai Sai, LLC's claims in its Motion that it is entitled to relief from the summary judgment entered by this Court because

(1) Jai Sai timely filed its motion, well within one year of the judgment for which relief is requested; (2) Jai Sai can meet the four requirements necessary for determining whether a default judgment be vacated; and (3) Jai Sai can show that the conduct that lead to the default judgment meets the four elements required to show excusable neglect.

(Jai Sai, LLC's Motion for Relief at p. 3).

The order granting summary, which the Defendant incorrectly characterizes as a default, was properly entered and contrary to Jai Sai's arguments, it is not entitled to relief. Although its motion was timely filed, Jai Sai cannot meet the requirements necessary to warrant vacating the judgment

and Jai Sai's actions go well beyond excusable neglect.

A. THERE IS NO GOOD CAUSE TO SET ASIDE THE JUDGMENT

1. The Defendants have been prejudiced by Jai Sai's delay.

Jai Sai argues that Plaintiffs are not prejudiced by its delay. This is patently not true. Defendants have been owed money for well over year. Tri-State Hotels has creditors awaiting payment, most of whom cannot be paid because Tri-State has not been paid. Appalachian Home Products completed its work on the subject property well over a year ago and has yet to be paid.

This case was filed in October 2013 and served on the Defendant in early November 2013. On December 11, 2013, Plaintiffs served written discovery on the Defendant and did not receive a response. Plaintiffs waited more than 30-days to file their Motion for Summary Judgment, and still received no response. Should the Defendant's Motion be granted, Plaintiffs will most likely have to wait approximately another year to get paid for work that was completed approximately 18-months ago. It is prejudicial to delay Plaintiffs' recovery any longer simply because Jai Sai chose to ignore its obligations as a defendant in a lawsuit.

2. No Material Issues of Fact or Meritorious Defenses

Jai Sai argues the its answer sets forth meritorious defenses, but it does not outline what those defenses are or argue how the defenses are meritorious. Furthermore, Jai Sai is required to show that material issues of fact exist in addition to meritorious defenses. *See Hardwood Group v. LaRocco* Syl. Pt. 3, 631 S.E.2d 614 (W.Va. 2006). Jai Sai points to its vague assertions set forth in its answer, but offers no support other than to say these defenses are meritorious. There must be some basis for the defenses, otherwise there is no merit and Jai Sai, in its Motion, has not offered any substantial basis for its defenses.

Furthermore, the allegations referred to in the Motion as giving rise to meritorious defenses

are directed at Dolatrai Patel, an individual, and not Tri-State Hotels. Dolatrai Patel is not a party to this lawsuit. Therefore, Jai Sai's allegations against Dolatrai Patel have no bearing on this analysis. This dispute is between Tri-State Hotels and Jai Sai, not Dolatrai Patel. It is axiomatic that limited liability company's identity is separate and distinct from that of its members. Jai Sai cannot rely upon defenses and claims asserted against Dolatrai Patel as he is not a party to this action and his personal liability cannot be imputed to Tri-State Hotels.

Jai Sai's Motion does not address the merits of Plaintiffs' Requests for Admission, which are deemed admitted because they were not answered within thirty days of service. *See W.Va. R. Civ. P. 36(a)*. These admissions clearly eliminate any material issues of fact and also eliminate Jai Sai's contention that it has meritorious defenses as it has admitted it has no evidence to support the allegations set forth in its counterclaim.

3. Degree of Intransigence on Defaulting Party.

As noted above, Jai Sai relies heavily on the argument that the current situation is due to Mr. Woods actions, not Jai Sai. This argument is without merit. There is a reasonable expectation that a party involved in litigation will continually monitor the status of the litigation and remain in contact with its attorney from filing to judgment. *See Dimon v. Mansey*, 479 S.E.2d 339, 344 (W.Va. 1996). There is no indication in the Motion that Jai Sai attempted to stay in touch with Mr. Woods or otherwise monitor the proceedings. Jai Sai complains that it would be unfair to subject it to such a significant judgment, but it did not attempt to monitor the activity in the case to insure its interests were protected.

Additionally, Jai Sai wants to hide behind the fact that it was not directly served with the discovery or motion at issue. It is axiomatic that when a party is represented by counsel in a matter all communications and filings from opposing counsel are served upon the party's attorney. It would

have been improper for Plaintiffs' counsel to serve Jai Sai with these filings.

Furthermore, it is also well established that in litigation a corporation must speak through its counsel. See *Shenandoah Sales & Service v. Assessor of Jefferson County*, 724 S.E.2d 733, 738 (W.Va. 2012). Jai Sai necessarily had to retain counsel to defend it in this matter and it had its choice of counsel. Jai Sai had its choice of counsel and must now must be bound by that counsel's actions. See *Pioneer Ins. Servs. v. Brunswick Assoc. Ltd. P'Ship*, 507 U.S. 380, 396 (1992); *Link v. Wabash R. Co.*, 370 U.S. 626, 633-634 (1962)

Throughout the history of this matter, Jai Sai's prior counsel has not responded to requests to for information and efforts to resolve this issues between Jai Sai and Plaintiffs. Prior to filing suit, counsel for Plaintiffs attempted to work with Mr. Woods to resolve this without filing suit. This included requesting supporting documentation for many of the allegations set forth in Jai Sai's Counterclaim. Mr. Woods never responded to these requests and did not respond to settlement demands made on behalf of Appalachian Home Center. (See Letters from J. Philip Fraley to Jeff C. Woods, collectively attached hereto as "Exhibit A").

Frankly, the lack of action in this matter on the part of Jai Sai is no surprise. Jai Sai also failed to respond to a adversarial complaint filed against it in the United States Bankruptcy Court for the Southern District of West Virginia arising out of the same construction project. (See "Docket Statement," *River Cities Glass & Construction, LLC v. Jai Sai, LLC*, U.S. Bankruptcy Court, S.D. W.Va., Adversary Proceeding No. 3:13-ap-03009) (attached hereto as "Exhibit B"). This is a continuing pattern and practice on the part of Jai Sai to ignore issues related to the subject construction project until it is forced to do so.

For the foregoing reasons, Jai Sai's motion should be denied and the judgment should be affirmed.

B. JAI SAI, LLC'S ACTIONS ARE NOT EXCUSABLE NEGLECT

Jai Sai also argues that in addition to good cause, which is disputed as noted above, the actions of Jai Sai should be considered excusable neglect. Again, Jai Sai addresses the danger of prejudice and the length of delay weigh in its favor. Plaintiffs have addressed those issues above and incorporate its arguments again herein by reference. These are not really necessary for a finding of excusable neglect.

Throughout its Motion, Jai Sai relies heavily on the fact that it was acting through its attorney, Jeff Woods. According to Jai Sai, Mr. Woods claims he never received the discovery requests or Motion at issue. Both were served on Mr. Woods via regular U.S. Mail at his office address. (See "Certificates of Service," collectively attached hereto as "Exhibit C"; Internet Page, "The Law Office of Jeff C. Woods," attached hereto as "Exhibit D;" West Virginia State Bar Listing for Jeff C. Woods, attached hereto as "Exhibit E")). The mailings have not been returned to Plaintiffs' counsel as undelivered or undeliverable and should be presumed to have been properly delivered.

Jai Sai compares this case to that of *Delapp v. Delapp*, 584 S.E.2d 899. In *Delapp*, there was in issue related to an appeal of a family law master's order to circuit court because the attorney at issue misunderstood a date provided by the clerk's office as "starting the clock" for the period to file an appeal. See *id.* In the instance matter, there is no such miscommunication or mistake. The Requests for Admission, the Motion for Summary Judgment and the Notice of Hearing were all served on Jai Sai's counsel at his listed business address. (See Exhibit C). According to unsupported assertions made by Mr. Woods, he never received the discovery or Motion for Summary Judgment. Mr. Woods also purportedly claims to have been undergoing medical testing at the time

of the hearing, which is why he did not attend¹.

There is no evidence that the filings were never delivered to Mr. Woods office and the filings were never returned to counsel for Plaintiffs (*See* Affidavit of J. Philip Fraley, attached hereto as "Exhibit F"). In fact, it seems rather incredible that two separate filings were sent to the same address and not returned, yet were never received by Mr. Woods. Simply stating that he did not receive the filings is not sufficient evidence to set aside the judgment in this case as any attorney could simply shift the blame to the postal service or some other entity to avoid an adverse ruling or obtain an unwarranted delay. *See White v. Berryman*, 418 S.E.2d 917, 926 (W.Va. 1992), citing *DeClark v. Tribble*, 637 S.W.2d 526 (Ark. 1982).

Jai Sai also offers no evidence that Mr. Woods did not receive the Notice of Hearing which set forth the date of the scheduled hearing. The Notice was filed on March 13, 2014, and the hearing was scheduled for April 7, 2014. Mr. Woods should have been aware of the hearing within a few days of March 13, 2014, which would have put him on notice of the Motion for Summary Judgment and the outstanding discovery, and he could have taken steps to protect Jai Sai. However, he did nothing. This inaction alone is sufficient reason to deny Jai Sai's motion as Mr. Woods still had an obligation to inform Plaintiffs' counsel and the Court that he was unable to attend the hearing. *See id.* Had Mr. Woods informed Plaintiffs' counsel that he could not attend the hearing, Plaintiffs' counsel would have agreed to continue it.

Jai Sai claims this case is similar to *Delapp*, but in reality it is more akin to *White v. Berryman*, *supra*. In *Berryman*, a Department of Highways employee was personally served with a summons and complaint for a suit involving his capacity with the State. No answer was filed and default judgment was entered against him. In a Rule 60(b) Motion to Set Aside, the employee

¹ Plaintiffs hereby assert an objection to Mr. Woods purported statements as it is hearsay.

asserted that upon receipt of the summons he contacted an attorney who advised him to disregard the suit because the Department of Highways would provide his defense. The Court found that the attorney's negligence was not sufficient to constitute excusable neglect. *See Berryman*, 418 S.E.2d at 926.

Mr. Woods either wilfully or carelessly ignored filings that were duly served on him at his office. Plaintiffs should not be made to suffer any further delay because Jai Sai failed to properly defend itself.

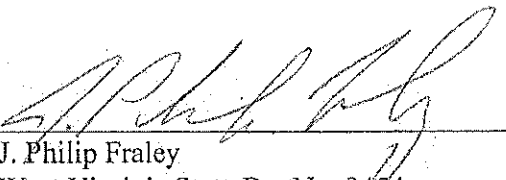
CONCLUSION

Plaintiffs hereby request the Court deny Jai Sai's motion for relief. There is no showing of good cause on the part of Jai Sai to set aside the judgment. Furthermore, the actions giving rise to the judgment were not merely excusable neglect.

WHEREFORE, for the forgoing reasons, Plaintiffs respectfully request that Jai Sai, LLC's Motion be denied, that a hearing be set to determine the priority of the liens and whether the rents and profits of the subject property are sufficient to satisfy the lien(s), that Plaintiffs be awarded their fees and costs in defending against this motion, 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
LITCHFIELD CAVO, LLP
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
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Civil Action No. 13-C-1796
The Honorable Charles E. King

Plaintiffs,

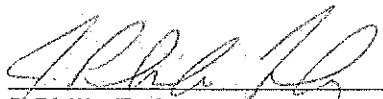
v.

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 3rd day of July, 2014, a true and exact copy of the foregoing "*Plaintiffs' Response to Defendant Jai Sai, LLC's Motion for Relief from Judgment Pursuant to Rule 60(b)*" was served via regular U.S. Mail, postage prepaid, as follows:

Jared M. Tully
Elizabeth A. Moore
FROST BROWN TODD LLC
500 Lee Street East, Suite 401
Charleston, WV 25301-3207


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

EXHIBIT

A

ORNDORFF HATFIELD & FRALEY

ATTORNEYS AT LAW

Village Professionals Building
99 Cracker Barrel Drive, Suite 100
Barboursville, WV 25504
Telephone: (304) 302-0500 Facsimile: (304) 302-0504

J. Philip Fraley
pfraley@oandhlaw.com

www.oandhlaw.com

August 1, 2013

RE: Jai Sai, LLC/Tri-State Hotels LLC Mechanic's Lien

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

Dear Jeff:

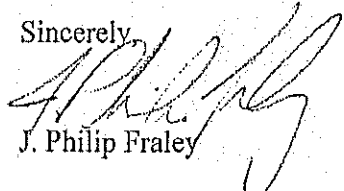
This letter is a follow-up to our telephone conversation of earlier today in which I requested certain documents regarding the above-referenced matter. As we discussed, please provide me with the following documents so that I may discuss them with Junior Patel:

- Documents noting payment of money by Jai Sai, LLC for expenses claimed by Tri-State Hotels, LLC, as referenced in my July 3, 2013 letter and accompanying documents.
- Documents noting questionable submissions for payments by Tri-State Hotels, LLC and/or Junior Patel.

I understand that it may take you some time to compile these documents. Please let me know if you are unable to provide these by August 14, 2013.

Thanks you for your cooperation in this regard. Should you have any questions, please feel free to contact me.

Sincerely,


J. Philip Fraley

JPF/hra

ORNDORFF HATFIELD & FRALEY

ATTORNEYS AT LAW

Village Professionals Building
99 Cracker Barrel Drive, Suite 100
Barboursville, WV 25504

Telephone: (304) 302-0500 Facsimile: (304) 302-0504

J. Philip Fraley
pfraley@oandhlaw.com

www.oandhlaw.com

August 22, 2013

RE: Jai Sai, LLC/Tri-State Hotels LLC Mechanic's Lien

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

Dear Jeff:

This letter is a follow-up to my August 1, 2013 letter to you in which I requested certain documents related to Tri-State Hotels above-referenced claims. The documents requested were:

- Documents noting payment of money by Jai Sai, LLC for expenses claimed by Tri-State Hotels, LLC, as referenced in my July 3, 2013 letter and accompanying documents.
- Documents noting questionable submissions for payments by Tri-State Hotels, LLC and/or Junior Patel.

Please forward the requested documents as soon as possible.

Also, several individuals loaned Tri-State Hotels money to assist in the construction of the Holiday Inn project and these people are now starting to inquire about repayment. In an effort to move this along, would Jai Sai, LLC be willing to work out an arrangement to pay these people directly? The total owed is approximately \$225,300.00, which is owed in varying amounts to 15 different individuals. Obviously, this would significantly reduce the amount in dispute between Tri-State Hotels, LLC and Jai Sai, LLC and I believe it would go a long way in resolving the issues between Tri-State and Jai Sai.

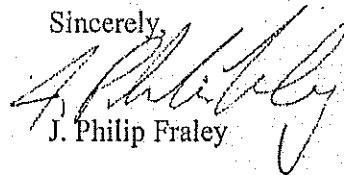
If Jai Sai is willing to entertain such a proposal, please let me know and I will provide you with an accounting as to who is owed and how much each person is owed so that you may begin your due diligence to confirm the debts.

Jeff Woods
August 22, 2013

Page 2 of 2

Thank you for your prompt attention to these matters, I look forward to your response.

Sincerely,

A handwritten signature in dark ink, appearing to read "J. Philip Fraley", written over the printed name.

J. Philip Fraley

JPF/hra

ORNDORFF HATFIELD & FRALEY
ATTORNEYS AT LAW

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J. Philip Fraley
pfraley@oandhlaw.com

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September 5, 2013

RE: Jai Sai, LLC/Tri-State Hotels LLC Mechanic's Lien

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

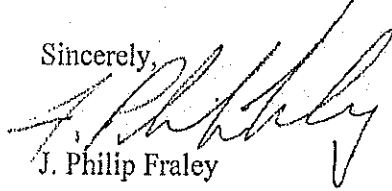
Dear Jeff:

This letter is a follow-up to my August 22, 2013 letter to you in which I requested certain documents related to Tri-State Hotels above-referenced claims and also inquired as to whether Jai Sai would be willing to pay certain Tri-State Hotels creditors directly. To date, I have received no response as to either of these inquiries, other than your verbal agreement to gather the documentation and submit it to me within approximately two week of my original August 1, 2013 request.

As the deadline for filing suit on Tri-State Hotels' lien is quickly approaching, I must insist that some significant steps be taken to come up with a plan to pay Tri-State for services and materials rendered. If we do not make any significant strides to resolve this matter within the 10-days from the date of this letter Tri-State Hotels will have no choice but to file suit to enforce its lien and force the sell of the property. Tri-State Hotels is not seeking a "lump sum" payment and is willing to discuss a payment arrangement in order to resolve this matter. Obviously, we will need to reach an agreement on terms, but if Jai Sai is willing to work toward that end it will be a good start.

Please contact me at your earliest opportunity so that we may discuss this further. However, as noted above, if we have not made significant headway within 10-days, Tri-State Hotels will have no choice but to proceed with an enforcement action.

Sincerely,


J. Philip Fraley

cc: National Republic Bank of Chicago

JPF/hra

EXHIBIT

B

**U.S. Bankruptcy Court
Southern District of West Virginia (Huntington)
Adversary Proceeding #: 3:13-ap-03009**

Assigned to: Judge Ronald G. Pearson

Date Filed: 07/22/13

Lead BK Case: 13-30226

Lead BK Title: River Cities Glass & Construction, LLC

Lead BK Chapter: 11

Demand: \$20000

Nature[s] of Suit: 11 Recovery of money/property - 542 turnover of property

Plaintiff

**River Cities Glass & Construction,
LLC**

Tax ID / EIN: 62-1783147

represented by **Mitchell Lee Klein**

Klein & Sheridan, LC

3566 Teays Valley Rd.

Hurricane, WV 25526

304-562-7111

Fax : 304-562-7115

Email: mitch@kleinandsheridan.com

LEAD ATTORNEY

Mitchell Lee Klein

Klein Law Office

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(304) 562-7111

Fax : (304) 562-7115

Email: swhittington@kleinandsheridan.com

V.

Defendant

JAI SAI, LLC

represented by **JAI SAI, LLC**

PRO SE

Defendant

Dolatrai Patel

represented by **James Philip Fraley**
Orndorff & Hatfield
418 Eleventh St
Ste. 202
Huntington, WV 25701
304-781-5656
Fax : 304-781-5657
Email: pfraley@oandhlaw.com
LEAD ATTORNEY

Defendant
-----**Tri-State Hotels, LLC, a Kentucky
Limited Liability Company**

represented by **James Philip Fraley**
(See above for address)

Cross-Claimant
-----**Dolatrai Patel**

represented by **James Philip Fraley**
(See above for address)

Cross-Claimant
-----**Tri-State Hotels, LLC, a Kentucky
Limited Liability Company**

represented by **James Philip Fraley**
(See above for address)

V.

Cross Defendant
-----**JAI SAI, LLC**

represented by **JAI SAI, LLC**
PRO SE

Filing Date	#	Docket Text
07/22/2013	<u>1</u> (2 pgs)	Adversary case 3:13-ap-03009. Complaint by River Cities Glass & Construction, LLC (Debtor) against JAI SAI, LLC, Tri-State Hotels, LLC, Dolatrai Patel. This Adversary Proceeding is being initiated by a Debtor in Possession acting for the benefit of

		Bankruptcy Estate and Individual Debtor, Filing Fee Not Required. (11 (Recovery of money/property - 542 turnover of property)) (Klein, Mitchell) Modified text to remove duplicate defendants on 7/22/2013 (mlr). (Entered: 07/22/2013)
07/22/2013	<u>2</u> (5 pgs; 4 docs)	Summons Issued on JAI SAI, LLC Answer Due by 8/21/2013; Dolatrai Patel Answer Due by 8/21/2013; Tri-State Hotels, LLC Answer Due by 8/21/2013. Transmitted Electronically to counsel for service. (mlr) (Entered: 07/22/2013)
07/22/2013	<u>3</u> (3 pgs; 2 docs)	Court's Notice to Plaintiff River Cities Glass & Construction, LLC of Requirement to File Corporate Ownership Statement. Due Date: 8/12/2013 Transmitted to BNC with Instructions for Mailing. (mlr) (Entered: 07/22/2013)
07/24/2013	<u>4</u> (4 pgs)	BNC Certificate of Mailing. Related Document: <u>3</u> Corporate Ownership Statement filed by Plaintiff River Cities Glass & Construction, LLC. Notice Date 07/24/2013. (Admin.) (Entered: 07/25/2013)
07/24/2013	<u>5</u> (4 pgs)	BNC Certificate of Mailing. Related Document: <u>2</u> Summons Issued. Notice Date 07/24/2013. (Admin.) (Entered: 07/25/2013)
08/12/2013	<u>6</u> (1 pg)	Corporate Ownership Statement filed by Plaintiff River Cities Glass & Construction, LLC. (Klein, Mitchell) (Entered: 08/12/2013)
08/12/2013	<u>7</u> (3 pgs; 2 docs)	Return of Service. Summons Served on JAI SAI, LLC 7/29/2013. (Attachments: # <u>1</u> Return Receipt cards) (Klein, Mitchell) (Entered: 08/12/2013)
08/12/2013	<u>8</u> (3 pgs; 2 docs)	Return of Service. Summons Served on Tri-State Hotels, LLC, a Kentucky Limited Liability Company 7/29/2013. (Attachments: # <u>1</u> Return Receipt cards) (Klein, Mitchell) (Entered: 08/12/2013)
08/12/2013	<u>9</u> (3 pgs; 2 docs)	Return of Service. Summons Served on Dolatrai Patel 7/29/2013. (Attachments: # <u>1</u> Return Receipt cards) (Klein, Mitchell) (Entered: 08/12/2013)

08/20/2013	<u>10</u> (4 pgs)	Answer filed by Dolatrai Patel, Tri-State Hotels, LLC, a Kentucky Limited Liability Company to Complaint, Crossclaim by Dolatrai Patel, Tri-State Hotels, LLC, a Kentucky Limited Liability Company against JAI SAI, LLC. (Fraley, James) (Entered: 08/20/2013)
08/20/2013	<u>11</u> (2 pgs)	Corporate Ownership Statement filed by Defendant Tri-State Hotels, LLC, a Kentucky Limited Liability Company, Cross-Claimant Tri-State Hotels, LLC, a Kentucky Limited Liability Company with Certificate of Service. (Fraley, James) (Entered: 08/20/2013)
09/09/2013	<u>12</u> (4 pgs; 3 docs)	Scheduling Order Non-Complex Matter. Discovery Due: 10/17/2013; Dispositive Items Due: 11/18/2013; Settlement Conf. Scheduled For 12/9/2013 at 11:00 AM by Telephone; Trial Scheduled For 12/19/2013 at 11:00 AM at B31, Laddie Meadows, Huntington. Transmitted to BNC with Instructions for Mailing. (mlr) (Entered: 09/09/2013)
09/11/2013	<u>13</u> (3 pgs)	BNC Certificate of Mailing - PDF Document. Related Document: <u>12</u> Scheduling Order Non-Complex Matter. Notice Date 09/11/2013. (Admin.) (Entered: 09/12/2013)
09/26/2013	<u>14</u> (3 pgs)	FRCP Rule 26(a) Disclosure Report filed by Dolatrai Patel, Tri-State Hotels, LLC, a Kentucky Limited Liability Company, Dolatrai Patel, Tri-State Hotels, LLC, a Kentucky Limited Liability Company. Report for FRCP 26(a)(1) and (2), with Certificate of Service. (Fraley, James) (Entered: 09/26/2013)
10/04/2013	<u>15</u> (3 pgs)	<i>Interrogatories and Requests for Production of Documents to Plaintiff</i> by Dolatrai Patel, Tri-State Hotels, LLC, a Kentucky Limited Liability Company, Dolatrai Patel, Tri-State Hotels, LLC, a Kentucky Limited Liability Company with Certificate of Service. (Fraley, James) (Entered: 10/04/2013)
11/04/2013	<u>16</u> (2 pgs; 2 docs)	Notice of Trial Hearing Rescheduled (Location only) for 12/19/2013 at 11:00 AM at District Courtroom, Huntington. Related Document: <u>1</u> Complaint filed by Plaintiff River Cities Glass & Construction, LLC. Transmitted to BNC with Instructions for Mailing.

		(ljl) (Entered: 11/04/2013)
11/06/2013	<u>17</u> (2 pgs)	BNC Certificate of Mailing, Related Document: <u>16</u> Notice of Trial Hearing Set. Notice Date 11/06/2013. (Admin.) (Entered: 11/07/2013)
11/22/2013	<u>18</u> (6 pgs; 3 docs)	Motion by Dolatrai Patel, Tri-State Hotels, LLC, a Kentucky Limited Liability Company, Dolatrai Patel, Tri-State Hotels, LLC, a Kentucky Limited Liability Company to Continue/Reschedule Hearing Scheduled for 12/19/2013 Re: <u>12</u> Scheduling Order Non-Complex Matter . (Attachments: # <u>1</u> Proposed Order # <u>2</u> Exhibit) (Fraley, James) (Entered: 11/22/2013)
12/06/2013	<u>19</u> (5 pgs; 4 docs)	Order Granting <u>18</u> Motion To Continue Trial. Trial date set for 2/28/2014 at 11:00 AM First Floor Courtroom, Huntington Re: <u>1</u> Complaint. Transmitted to BNC with Instructions for Mailing. (skh) (Entered: 12/06/2013)
12/08/2013	<u>20</u> (3 pgs)	BNC Certificate of Mailing - PDF Document, Related Document: <u>19</u> Order on Motion to Continue/Reschedule Hearing. Notice Date 12/08/2013. (Admin.) (Entered: 12/09/2013)

PACER Service Center			
Transaction Receipt			
07/03/2014 12:01:14			
PACER Login:	oh0396	Client Code:	Tri-State Hotels
Description:	Docket Report	Search Criteria:	3:13-ap-03009 Fil or Ent: filed Doc From: 0 Doc To: 99999999 Term: included Headers: included Format: html Page counts for documents: included
Billable Pages:	3	Cost:	0.30

EXHIBIT C

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

Plaintiffs,

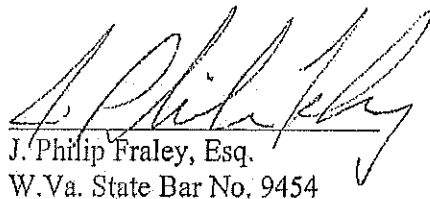
v.

JAI SAI, LLC, a West Virginia
Limited Liability Company; NATIONAL
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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 13th day of March 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

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,

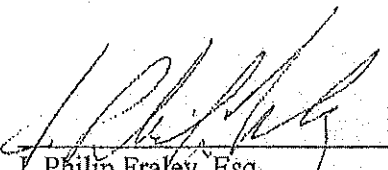
v.

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

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 28th 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 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 11th 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

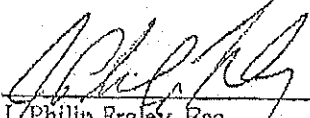

J. Phillip Fraley, Esq.
W. Va. State Bar No. 9454

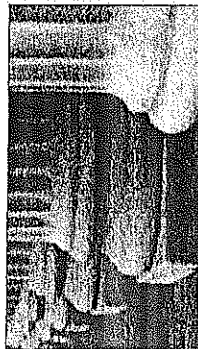
EXHIBIT D



The Law Office of Jeff C. Woods

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Fairfield, NJ 07004
Ph: (201) 753-0170
Fax: (201) 753-0172
alt: (201) 753-0172
www.jeffcwoods.com

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Are you looking for a competent and experienced attorney who cares and is willing to give you his attention? After practicing as a corporate attorney in a large law firm for twenty-five years, I have decided to actualize my life-long dream operating a small law office where interacting and assisting people with their legal matters is of primary importance.

Jeff C. Woods, a
lawyer who cares.



EXHIBIT E



The West Virginia State Bar

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Enter the name of the member below to search.

First Name

Last Name (required)

County

Andrew Stott Woods

Corrie Allen Woods

Hassell C. Woods Jr.

Jeff C. Woods

Bar ID#: 4124

600 Prestige Park Ste D

Hurricane, WV 25526

County: Putnam

Date Admitted: May 22, 1979

Phone Number: (304) 760-0170

Fax Number: (304) 760-0172

Status: Active

Exempt from FRD *: No

Malpractice Insurance **: No

John W. Woods

Jonny Cole Woods II

Luther E. Woods Jr.

Robert Lewis Woods Jr.

EXHIBIT F

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

AFFIDAVIT OF J. PHILIP FRALEY

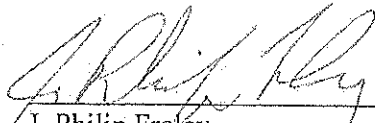
On the 3rd day of July, 2014, upon his oath, came J. Philip Fraley, and hereby swears and affirms the following is true and correct to the best of his knowledge.

IN THE STATE OF WEST VIRGINIA,
COUNTY OF CABELL:

1. My name is J. Philip Fraley, and I am of sound mind and competent to make this sworn affidavit;
2. I am attorney duly licensed to practice law in West Virginia under West Virginia Bar No. 9454;
3. I was retained to represent Plaintiffs Larry Lovins d/b/a Appalachian Home Center and Tri-State Hotels, LLC, in the above-captioned matter;
4. On December 11, 2014, I served, via regular U.S. Mail, postage prepaid, "Plaintiffs' First Set of Interrogatories, Request for Production and Requests for Admission to Jai Sai, LLC" on Jeff C. Woods as counsel for Jai Sai, LLC;
5. On February 28, 2014, I served, via regular U.S. Mail, postage prepaid, a "Motion for Summary Judgment on Behalf of Plaintiffs," and "Memorandum of Law in Support of Motion for Summary Judgment on Behalf of Plaintiffs," on Jeff C. Woods as counsel for Jai Sai, LLC;

6. On March 13, 2014, I served, via regular U.S. Mail, postage prepaid, a "Notice of Hearing" on Jeff C. Woods as counsel for Jai Sai, LLC;
7. The documents described in paragraphs 4 - 6, were all served according to the "Certificates of Service" attached thereto;
8. Each mailing was mailed in an office envelope with an appropriate return address;
9. At no time were any of these filing returned to my office because they could not be or were otherwise not delivered as addressed.

Affiant further sayeth naught.




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

ACKNOWLEDGMENT

Subscribed and sworn to before me this 3rd day of July, 2014.

My commission expires: February 5, 2023

SEAL



Notary Public within and for the
aforesaid County and State.

