

IN THE CIRCUIT COURT OF MONONGALIA COUNTY, WEST VIRGINIA

BETTY PARMER,  
PLAINTIFF,

CASE NO.: 14 C. 374

VS.

UNITED BANK, INC. and RANDALL WILLIAMS,  
DEFENDANTS.

COMPLAINT

Plaintiff, Betty Parmer, by and through her undersigned counsel, S. Sean Murphy, alleges as follows:

1. Betty Parmer ("Parmer") is an adult individual who resides in the Commonwealth of Pennsylvania.
2. Defendant United Bank, Inc. (formerly CENTRA BANK and referred to herein as United Bank, Inc.) is a financial institution which conducts business in and has offices in Monongalia, County West Virginia.
3. Randall Williams is an individual who resides in Monongalia County West Virginia and is a Senior Vice President of United Bank, Inc.

FACTUAL HISTORY

4. In 2004, Secure US a company owned by Ms. Parmer's nephew, Mitch Brozik became involved in litigation with a company named Security Alarm Financing Enterprises, Inc., (SAFE)
5. Secure US lost at trial and on November 4, 2010 the United States District Court entered a defense judgment in favor of SAFE in the amount of \$1,132,028.42 plus interest and taxable costs (the "Judgment").
6. On August 16, 2011, the U.S. District Court appointed Magistrate Judge Seibert to seize and sell Secure US's assets in order to satisfy the Judgment.
7. On or about December of 2011 Mitchell Brozik contacted Betty Parmer, who is his aunt and asked her if she would buy his company. Ms. Parmer declined to do so.



8. Thereafter Mitchell Brozik asked Ms. Parmer to loan him some money. Ms. Parmer agreed to do so.
9. Mitchell Brozik and Secure US also owed approximately 4.4 million dollars to the Milan Puskar Amended and Restated Revocable Trust Dated December 29, 2006 (the "Trust") – which was secured by a note that encumbered all the assets of Secure US.
10. Upon information and belief trustee(s) of the Milan Puskar Amended and Restated Trust as were also officer(s) of United Bank, Inc.
11. Upon information and belief Mitchell Brozik is personal friends with officers of United Bank, Inc. including but not limited to Randall Williams
12. Both Secure US and the Trust opposed the sale on the basis that, in their opinion, the sale proceeds would be insufficient to pay the \$4.4 million that Secure US owed the Trust. The Trust was concerned that if the Court seized and sold all the property of Secure U.S. that its note would not be paid.
13. On March 14, 2012, the Magistrate Judge entered an scheduled the sale of the assets of Secure US for Monday, April 16, 2012.
14. Both Secure US and the Trust filed objections to the order with the Court, and the Trust moved for an expedited order staying the sale.
15. On April 12, 2012, directed the sale to proceed as scheduled.
16. Upon receipt of the Order Directing Sale, Secure US immediately sought to and did manage to postpone the sale that was set to occur in four days.
17. While a postponement was being sought Mitchell Brozik and Brandon Kupec were negotiating the purchase of the note held by the Milan Puskar Amended and Restated Revocable Trust dated December 29, 2006 (The "Trust"). These negotiations were being conducted by persons who were serving both the interests of the trust as well as United Bank, Inc.
18. The Trust by and through Douglas Leach who upon information and belief was also an officer of United Bank, Inc. and others agreed to sell its \$4.4 million dollar note for \$2.5 million dollars and to secure this transaction with money that was invested with United Bank, Inc. by Betty Parmer.



19. Upon information and belief Brandon Kupec and/or Mitchell Brozik made arrangements with Randall Williams of United Bank, Inc. to loan Betty Parmer \$2.5 million dollars which would be used to purchase the Trust's note.
20. Acting on behalf of Betty Parmer and Mitchell Brozik, Brandon Kupec and Randall Williams participated in arranging for and attended a closing at United Bank, Inc. in Morgantown, on April 19, 2012 wherein Ms. Parmer executed financing documents and borrowed approximately \$2.5 million dollars from United Bank, Inc. in order to purchase the note held by the trust.
21. Ms. Parmer believed that she was simply loaning money to her nephew. She was not aware of the complex financial transaction that had been put in place by Mitch Brozik, Brandon Kupec, United Bank and the Trust which involved her obtaining a note held by the Trust and then immediately initiating foreclosure proceedings against Secure US.
22. On April 19, 2012 the same day as the closing, Brandon Kupec prepared and delivered a letter purportedly from Betty Parmer to Secure US/Mitchell Brozik demanding payment in full of the note.
23. Also, on April 19, 2012, Brandon Kupec prepared and delivered a letter purportedly from Mitchell Brozik to Betty Parmer informing her that he could not pay the note and advised her to take whatever action she felt appropriate.
24. Thereafter, on or about April 20, 2012 Brandon Kupec purportedly acting on behalf of Betty Parmer began the process necessary to foreclose on the property/assets of Secure US which secured the note purchased by Betty Parmer.
25. Unbeknownst to Ms. Parmer, Secure US, Mitchell Brozik and Brandon Kupec then set up and conducted what has all the hallmarks of a sham secured party sale in order to avoid the judgment
26. On the morning of the secured party sale, and despite multiple bidder requests, counsel and/or Secure US refused to allow the bidders to inspect the assets and customer accounts that were exposed to sale.
27. For example, potential buyers were informed that they could walk through the office and look around, but that all of the file cabinets -- which contained the



assets being sold – would remain locked, thereby making their contents unavailable for reasonable (or any) inspection.

28. Employees of Secure US who were present at the sale also initially refused to answer question(s) regarding Secure US's computer system.
29. The potential buyers asked to inspect the contents of the warehouse, but could not do so because – according to counsel for Secure US – no one in attendance at the sale had the key to unlock it.
30. The sale was not conducted by a professional or otherwise experienced auctioneer, but instead by Gregory Morgan an attorney from Clarksburg, West Virginia who had been retained by Mitchell Brozik and Brandon Kupec.
31. Before the bidding started, Gregory Morgan announced that, because he had no list of assets, he was unable to auction off items in a piecemeal fashion and would only accept bids to purchase all of the assets in one lot (notwithstanding the lack of meaningful access to many of the assets that were purportedly being exposed to sale.)
32. Patrick Egan (through his company) offered to purchase the assets for \$3.6 million in cash, more than \$1 million more than Ms. Parmer had paid to purchase the notes from the Trust just weeks earlier. However, Gregory Morgan purporting to act on behalf of Ms. Parmer and acting at the direction of Brandon Kupec did not accept the \$3.6 million cash bid and the associated \$1.1 million in profit.
33. Instead, Gregory Morgan on behalf of Ms. Parmer and at the direction of Brandon Kupec purchased the assets of Mitchell Brozik's company for \$4 million by issuing a credit bid, meaning that no cash was paid at all.
34. Mr. Morgan did not have authorization from Ms. Parmer to reject the \$3.6 million dollar bid or to make the \$4 million dollar credit bid. Mr. Morgan undertook both of these actions at the direction of Brandon Kupec. Brandon Kupec did not have the authority to make such decisions. In fact, Ms. Parmer was not aware of the sale and the entire process was done without her knowledge and consent.
35. Following the purchase of all of the assets of her nephew Brozik's old company (Secure US) company, Mitch Brozik and Brandon Kupec managed to obtain Ms. Parmer's signature on a "Management Agreement" that purported to retain



Brozik's new company (MB Security) to manage, control, and operate those assets as a security alarm monitoring business. Furthermore this "Management Agreement" purported to give Mitchell Brozik a power of attorney for Ms. Parmer and purported to allow him to encumber and to borrow against assets owned by Ms. Parmer. Mr. Brozik and his company MB Security, LLC subsequently and with the assistance of Randall Williams has borrowed additional monies from United Bank, Inc. using the assets of Ms. Parmer as collateral without her knowledge or consent.

36. Upon information and belief, Brozik used MB Security to convert to his own use and control the assets that Parmer purchased from Secure US in the exact same manner that he used them to run Secure US before the secured party sale.
37. In spite of being the owner of all of the assets of Secure US, Ms. Parmer has been denied access to any of her assets, any information regarding her assets and the management thereof. In spite of the requests of Ms. Parmer, Mitchell Brozik, Brandon Kupec, and others have refused to provide her any information about the company/assets she now owns as a result of the sale conducted on May 5, 2012.
38. All of the actions of Mitch Brozik, Brandon Kupec, Gregory Morgan, United Bank, Inc. and Randall Williams were for the purpose of avoiding the judgment of SAFE.
39. As a result of the actions of Mitch Brozik, Brandon Kupec, Gregory Morgan, United Bank, Inc. and Randall Williams, Ms. Parmer has been named as a defendant in a law suit filed by SAFE seeking the payment of over 1 million dollars.
40. As the result of the actions of Mitch Brozik, Brandon Kupec, Gregory Morgan, United Bank, Inc. and Randall Williams Ms. Parmer has become indebted to United Bank for at least \$2.5 million dollars.

#### COUNT I NEGLIGENCE

41. The plaintiff repeats and incorporates by reference the allegations contained in paragraphs 1 through 0 of this Complaint as if set forth herein verbatim.



42. The Defendants, at all times relevant to this Count and this Complaint, owed a duty to the plaintiff of good faith and fair dealing as well as other duties.
43. The Defendants undertook to handle important business transactions on behalf of the plaintiff, advised the plaintiff as to actions to take and made decisions on the plaintiff's behalf.
44. In providing banking, financial and investment services to Betty Parmer regarding financial transactions and investments held by Betty Parmer with United Bank and in failing to adequately protect and advance the interests of Betty Parmer regarding said transactions, the defendants deviated from established standards of care in their transactions with the Plaintiff.
45. As a result of acting on behalf of the plaintiff and handling important financial and business matters for the plaintiff the defendants owed a duty of care to the plaintiff to protect the interests of the plaintiff and to act in her best interests at all times.
46. The defendants' deviation from established standards care in their transactions with the plaintiff constitutes negligence.
47. As a direct and proximate result of the defendants' negligence the plaintiff suffered damages.

## **COUNT II**

### **BREACH OF FIDUCIARY DUTY**

48. The plaintiff repeats and incorporates by reference the allegations contained in paragraphs 1 through 47 of this Complaint as if set forth herein verbatim.
49. The defendants' owed a fiduciary duty to the plaintiff which required them to act in the best interests of Betty Parmer, among other things.
50. The defendants' acts and omissions alleged in this complaint constitute a breach of fiduciary duty to the plaintiff.
51. As a direct and proximate result of United Bank's Breach of its fiduciary duty the plaintiff suffered damages.

WHEREFORE, the plaintiff requests the following relief:



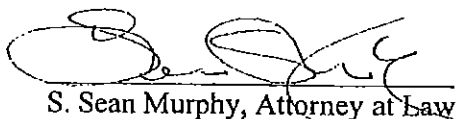
**COUNT III  
CONSPIRACY**

- 52. Plaintiff restates and re-alleges the allegations set forth in Paragraph No. 1 through 51 as if fully set forth herein.
- 53. United Bank by and through its loan officer Randall Williams conspired together with Mitch Brozik and Brandon Kupec and aided and abetted each other in committing the acts complained of in this complaint.
- 54. The defendants have committed one or more overt acts in furtherance of the conspiracy as set forth herein.
- 55. As a direct and proximate result of such conspiracy, the Plaintiff suffered damages.

WHEREFORE, the plaintiff requests the following relief: Economic damages arising from the loss of money, non-economic damages for aggravation, annoyance and inconvenience, attorney's fees, and any other relief that the Court and/or Jury deem proper.

**PLAINTIFF DEMANDS A TRIAL BY JURY**

**BETTY PARMER,  
PLAINTIFF BY COUNSEL**

  
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