

**IN THE CIRCUIT COURT OF KANAWHA COUNTY, WEST VIRGINIA  
BUSINESS COURT DIVISION**

**OMEGA FACILITY SERVICES, SOLUTIONS & SURETY, LLC,  
JEFFREY R. BROWN,  
SUSAN L. BROWN,**

FILED  
2015 MAY 18 AM 9:07  
CATHY S. [signature] CLERK  
KANAWHA COUNTY CIRCUIT COURT

**PLAINTIFFS,**

**v.**

**CIVIL ACTION NO. 14-c-1745  
Hon. Thomas C. Evans, III, Presiding Judge**

**JACOBS & COMPANY, INC., a West Virginia Corporation  
JACOBS FINANCIAL GROUP, INC., a West Virginia  
Corporation FS INVESTMENTS, INC., a West Virginia  
Corporation, FIRST SURETY CORPORATION, INC., a West  
Virginia Corporation TRIANGLE SURETY AGENCY, INC., a  
West Virginia Corporation JOHN M. JACOBS, a West Virginia  
Resident, ROBERT J. KENNEY, a West Virginia Resident**

**DEFENDANTS.**

**ORDER**

On the 1<sup>st</sup> day of May, 2015, came the plaintiffs by Brandon S Steele, Esq., Paul O Clay, Jr., Esq. and Stephen P Meyer, Esq., the defendants by Herschel H Rose III, Esq. and Wellington Shields & Company, by Roger Hunter, Esq. upon the continuation of the hearing conducted on April 10, 2015 regarding the efforts of the parties to generate a new collateral account control agreement with RBC Wealth Management or an affiliate together with the plaintiffs and the defendant, First Surety Corporation.

Counsel for the defendants reported that efforts to reach an agreement with RBC Wealth Management have not, to date, been successful because RBC Wealth Management appears reluctant to

accept changes to its Pledged Account Agreement without first reviewing those changes and First Surety Corporation is reluctant to incur the cost of making the changes until it is confident that RBC will consider such changes in good faith. Counsel for the defendants further proposed that the cost of amending the RBC Pledged Account Agreement be paid out of the collateral account owned by the plaintiffs, in which the defendant First Surety Corporation has a security interest. To this proposal, the plaintiffs objected.

It appears to the Court that this issue is not progressing towards resolution. It further appears to the Court that unless the parties can reach an agreement as to an appropriate custodian, receptive to using a collateral account control agreement materially similar to that which was in effect when the collateral account was held by Wellington Shields & Co., the Court will order that the collateral account be transferred to the clerk of the Circuit Court of Kanawha County, West Virginia for deposit pursuant to Rule 67 of the West Virginia Rules of Civil Procedure.

Further, if the parties believe that a resolution of this matter can be aided by the resolution judge, they are to so advise the court as soon as possible.

This matter shall be continued until May 27, 2015 at 1:00 PM at the Roane County Courthouse.

Enter:

5/18/15  
Date: \_\_\_\_\_  
Certified copies sent to: HR  
\_\_\_\_\_ counsel of record  
\_\_\_\_\_ parties NC  
\_\_\_\_\_ other (please indicate) PC  
By: SM  
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\_\_\_\_\_ interdepartmental  
Other directives accomplished: [Signature]  
Deputy Circuit Clerk

Thomas C. Evans III

Hon. Thomas C Evans III  
West Virginia Business Court Division