

CIVIL CASE INFORMATION STATEMENT
(Civil Cases Other than Domestic Relations)

I. CASE STYLE:

Plaintiff(s)

Blackjewel L.L.C.

Case No. 19-C-74

Judge: Kaufman

FILED
2019 JAN 25 P 2:08
CATHY S. GATSON, CLERK
KANAWHA COUNTY CIRCUIT COURT

vs.

Defendant(s)

Nations Equipment Finance, LLC

Days to Answer

30

Type of Service

Secretary of State

Name

101 Merritt Seven, 5th Floor

Street Address

Norwalk, CT 06851

City, State, Zip Code

II. TYPE OF CASE:

- ☒ General Civil
☐ Mass Litigation [As defined in T.C.R. 26.04(a)]
☐ Asbestos
☐ FELA Asbestos
☐ Other: _____
☐ Habeas Corpus/Other Extraordinary Writ
☐ Other: _____

- ☐ Adoption
☐ Administrative Agency Appeal
☐ Civil Appeal from Magistrate Court
☐ Miscellaneous Civil Petition
☐ Mental Hygiene
☐ Guardianship
☐ Medical Malpractice

III. JURY DEMAND: ☒ Yes ☐ No CASE WILL BE READY FOR TRIAL BY (Month/Year): 05 / 2019

IV. DO YOU OR ANY OF YOUR CLIENTS OR WITNESSES IN THIS CASE REQUIRE SPECIAL ACCOMMODATIONS?

☐ Yes ☒ No

IF YES, PLEASE SPECIFY:

- ☐ Wheelchair accessible hearing room and other facilities
☐ Reader or other auxiliary aid for the visually impaired
☐ Interpreter or other auxiliary aid for the deaf and hard of hearing
☐ Spokesperson or other auxiliary aid for the speech impaired
☐ Foreign language interpreter-specify language: _____
☐ Other: _____

Attorney Name: Eric T. Frye

Firm: General Counsel

Address: 1051 Main Street, Milton, WV 25541

Telephone: 304-390-5962

Representing:

- ☒ Plaintiff ☐ Defendant
☐ Cross-Defendant ☐ Cross-Complainant
☐ 3rd-Party Plaintiff ☐ 3rd-Party Defendant

☐ Proceeding Without an Attorney

Original and 2 copies of complaint enclosed/attached.

Dated: 01 / 25 / 2019

Signature: [Signature]

SCA-C-100: Civil Case Information Statement (Other than Domestic Relations)

PYMT Type K
Rcpt # 568350 \$200 ☒ \$135 ☐
Iss Sum. + 4 cc No Sum. Iss
☒ Ret. to Atty. \$20cm X
☐ Mailed CM/RM ☒ \$5 clk X I
☒ Mailed to sos w/ck# 2581
Sent to _____ w/ck# _____ ☒ \$15 mdf X 3

Plaintiff: Blackjewel L.L.C. , *et al* **Case Number:** _____

vs.

Defendant: Nations Equipment Finance, LLC , *et al*

**CIVIL CASE INFORMATION STATEMENT
DEFENDANT(S) CONTINUATION PAGE**

Matthew Lightfoot

Defendant's Name

159 Crocker Park, Blvd., Suite 423

Days to Answer: 30

Street Address

Westlake, OH 44145

Type of Service: _____

City, State, Zip Code

Randy Hicks

Defendant's Name

501 Merritt Seven, 6th Floor

Days to Answer: 30

Street Address

Norwalk, CT 06851

Type of Service: _____

City, State, Zip Code

Defendant's Name

Days to Answer: _____

Street Address

Type of Service: _____

City, State, Zip Code

Defendant's Name

Days to Answer: _____

Street Address

Type of Service: _____

City, State, Zip Code

Defendant's Name

Days to Answer: _____

Street Address

Type of Service: _____

City, State, Zip Code

Defendant's Name

Days to Answer: _____

Street Address

Type of Service: _____

City, State, Zip Code

Defendant's Name

Days to Answer: _____

Street Address

Type of Service: _____

City, State, Zip Code

IN THE CIRCUIT COURT OF KANAWHA COUNTY, WEST VIRGINIA

BLACKJEWEL L.L.C., a Delaware limited liability company

v.

Civil Action No.: 19-C- 74

Judge Kaufman

FILED
2019 JAN 25 P 2:08
CATHY S. BATSON, CLERK
KANAWHA COUNTY CIRCUIT COURT

NATIONS EQUIPMENT FINANCE, LLC, a Delaware Limited liability company, **MATTHEW LIGHTFOOT**, An individual, and **RANDY HICKS**, an individual

COMPLAINT

COMES NOW, Plaintiff, Blackjewel L.L.C. ("Blackjewel"), by counsel, Eric T. Frye, and states the following:

PARTIES, JURISDICTION AND VENUE

1. Blackjewel L.L.C. is and at all times relevant hereto a Delaware limited liability company licensed and doing business in West Virginia.
2. Nations Equipment Finance, LLC, is and at all times relevant hereto a Delaware limited liability company with offices in Ohio, Connecticut, Florida, Texas, and California, advertising and doing business in all fifty United States, including West Virginia. Prior to the events giving rise to this litigation, Nations Equipment Finance, LLC sought out business with Blackjewel L.L.C. at its office in Milton, WV and kept such substantial contacts with this state that it is essentially at home in this jurisdiction.
3. Because Nations Equipment Finance, LLC is a foreign limited liability corporation doing business and essentially at home in this State, pursuant to West Virginia Code §56-1-1(2), Venue is appropriate in this Court.

4. At all times relevant herein, Nations Equipment Finance, LLC kept substantial, continuous, and systematic affiliations with West Virginia such that it is essentially at home in West Virginia. Not only has Nations Equipment Finance availed itself of the laws of the State of West Virginia, but it purposefully, and intentionally entered into the State of West Virginia to conduct business. In fact, its own website depicts West Virginia as one of the States in which it does business (EXHIBIT A). During the course of the business dealings with Blackjewel, Nations Equipment Finance undertook actions to review and audit financial holdings of Blackjewel, including assets located in West Virginia. Nations Equipment Finance's purposeful availment of West Virginia laws is not the result of an isolated, fortuitous, or random act.
5. Matthew Lightfoot is a vice-president of Nations Equipment Finance, LLC who personally and individually undertook obtaining the contacts within the State of West Virginia and who upon information and belief resides near Cleveland, Ohio.
6. Randy Hicks is a vice-president of Nations Equipment Finance, LLC who personally and individually undertook obtaining the contacts within the State of West Virginia and who upon information and belief resides near Norwalk, Connecticut.

FACTS

7. Plaintiff incorporates by reference herein and restates as if recited verbatim herein the allegations contained in paragraphs 1 through 6 of this Complaint.
8. Nations Equipment Finance, LLC on or before August 30, 2018 through its vice-president Matthew Lightfoot, reached out to Blackjewel L.L.C. in its Milton, WV office.
9. The purpose of the call was purportedly to entice Blackjewel L.L.C. to enter into a financing agreement with Nations Equipment Finance, LLC.
10. After some discussions and agreements, the parties signed a loan document on September 4, 2018.

11. As part of that loan document, Blackjewel wired to Nations Equipment Finance, LLC a fully-refundable deposit of \$100,000.00 against which certain costs associated with Nations Equipment Finance, LLC's audit of Blackjewel's assets would be charged.
12. Blackjewel over the course of the next month undertook extreme financial obligations to assist Nations Equipment Finance, LLC in the audit of its assets, including paying for flight and travel for the Nations Equipment Finance team to review assets in Gillette, Wyoming.
13. On November 1, 2018, Nations Equipment Finance informed Blackjewel L.L.C. that it would not be providing refinancing to Blackjewel L.L.C. This made the fully refundable deposit, minus any reasonable costs, immediately due and payable. Nations Equipment Finance, LLC has never re-paid Blackjewel this fully refundable deposit and based on e-mail exchanges following November 1, 2018, it is clear that Nations Equipment Finance has no intention and never had any intention to either refinance Blackjewel or return the fully-refundable deposit.
14. On November 1, 2018, Blackjewel CFO, Drew Kesler, called Matthew Lightfoot, provided him with wire instructions, informed him to NEVER accept wire instructions via e-mail, and asked that the \$100,000 be returned immediately.
15. By November 28, 2018, no one at Blackjewel heard anything from Matthew Lightfoot or from Nations Equipment Finance, LLC regarding the deposit and followed up.
16. By e-mail dated November 28, 2018 at 2:51 PM, Matthew Lightfoot claims that Nations Equipment Finance sent an ACH on November 7, 2018. He confirms that he did not send a follow-up e-mail or call to confirm with Drew Kesler that payment had been sent.
17. On December 20, 2018, Counsel for Blackjewel L.L.C. sent a letter to Nations Equipment Finance demanding re-payment of the immediately refundable deposit.
18. Nations Equipment Finance ignored the e-mail and letter sent on December 20, 2018, and Counsel sent it again on December 27, 2018 (one week later) with a read receipt, and

both Matthew Lightfoot and Randy Hicks received and read the message on December 27, 2018.

19. Nations Equipment Finance and Matthew Lightfoot and Randy Hicks again ignored the letter and e-mail sent on December 27, 2018, and on January 10, 2019, counsel reached out seeking, as a professional courtesy, contact with Nations Equipment Finance's attorneys for forwarding of this Complaint.
20. Nations Equipment Finance, LLC and Randy Hicks then reached out to Blackjewel L.L.C. President, Jeff Hoops via e-mail exchanges between January 16, 2019 and January 18, 2019.
21. During Nations Equipment Finance, LLC's e-mail exchange, Randy Hicks claims that they fell victim to one of the predominant e-mail phishing scheme or spoof e-mail schemes – the same schemes that the FBI put out a public warning about in 2017 – and that they believe that Blackjewel L.L.C. should pay for their purported negligence.
22. Alternatively, as no evidence has been produced to date suggesting that Nations Equipment Finance, LLC actually tried to send the fully refundable amount back to Blackjewel, it appears that Nations Equipment Finance, LLC, Matthew Lightfoot, and or Randy Hicks intended to induce Blackjewel to send them or each of them one hundred thousand dollars (\$100,000) and to never return it and to never undertake any sort of refinancing.

COUNT I – CONVERSION

23. Plaintiff incorporates by reference herein and restates as if recited verbatim herein the allegations contained in paragraphs 1 through 22 of this Complaint.
24. Defendants controlled Plaintiff's property – to wit - \$100,000 of a fully refundable deposit on September 5, 2018.
25. Defendants were supposed to refund the unused portion of the good faith deposit when they determined that they were not going to refinance Plaintiff.

26. Defendant has not refunded the unused portion and has converted this property for their own benefit.

COUNT II – NEGLIGENCE

27. Plaintiff incorporates by reference herein and restates as if recited verbatim herein the allegations contained in paragraphs 1 through 26 of this Complaint.

28. Defendants were made fully aware to only accept wire transfer information over the phone.

29. Defendants, per their explanation, ignored these instructions and fell for a spoof e-mail when sending the fully refundable deposit.

30. Defendants owed a duty to Plaintiffs to exercise due care and caution when sending the fully refundable deposit back to Plaintiffs.

31. Defendants breached this duty by, supposedly, sending Plaintiff's money to a spoof e-mail and/or internet scammer.

32. Plaintiffs have been harmed by this breach in that the fully refundable deposit has not been received and the lack of these funds is damaging to Plaintiff's business.

COUNT III – UNJUST ENRICHMENT

33. Plaintiff incorporates by reference herein and restates as if recited verbatim herein the allegations contained in paragraphs 1 through 32 of this Complaint.

34. Defendants have been unjustly enriched by their own negligent acts.

35. If, as Defendants assert, they negligently sent the fully refundable deposit to the wrong party, then they have been unjustly enriched by forcing Blackjewel to pay for their own negligence.

36. Equity mandates that Blackjewel be reimbursed the fully refundable deposit.

COUNT IV – FRAUD IN THE INDUCEMENT

37. Plaintiff incorporates by reference herein and restates as if recited verbatim herein the allegations contained in paragraphs 1 through 36 of this Complaint.

38. Nations Equipment Finance, LLC induced Blackjewel to send it \$100,000 with no intent of refinancing Blackjewel, but with the intent to simply steal \$100,000 from Blackjewel.
39. Matthew Lightfoot induced Blackjewel to send \$100,000 to he and his company with no intent of doing anything other than keeping that money for himself.
40. Randy Hicks induced Blackjewel to send \$100,000 to he and his company with no intent of doing anything other than keeping that money for himself.
41. Either Nations Equipment Finance, LLC, Matthew Lightfoot, or Randy Hicks, or all three in an enterprise and in joint collusion to harm Blackjewel, intended to entice Blackjewel to send \$100,000 and then forward that money to their own account and keep the funds for themselves.
42. At the inception of the loan agreement, the Defendants' intent was to never refinance Blackjewel, but instead was to simply keep the \$100,000 for themselves.
43. Because of their fraud, the loan agreement is null and void and the entire \$100,000 must be refunded.
44. Blackjewel relied on the fraudulent inducement by the Defendants because it sent \$100,000 to them and undertook other expenses in an attempt to get refinancing that Defendants never intended to undertake.
45. Blackjewel has been damaged by the amount of money that it sent to Defendants as well as the other expenses undertaken for the refinancing which Defendants never intended to undertake.

COUNT V – PUNITIVE DAMAGES

46. Plaintiff incorporates by reference herein and restates as if recited verbatim herein the allegations contained in paragraphs 1 through 45 of this Complaint.
47. Defendants maliciously, intentionally, and with wanton and reckless disregard demonstrating criminal indifference induced and otherwise tricked Plaintiff into paying

them \$100,000 for which they never intended to follow through with their end of the bargain and never intended to refund any portion of the sums agreed to.

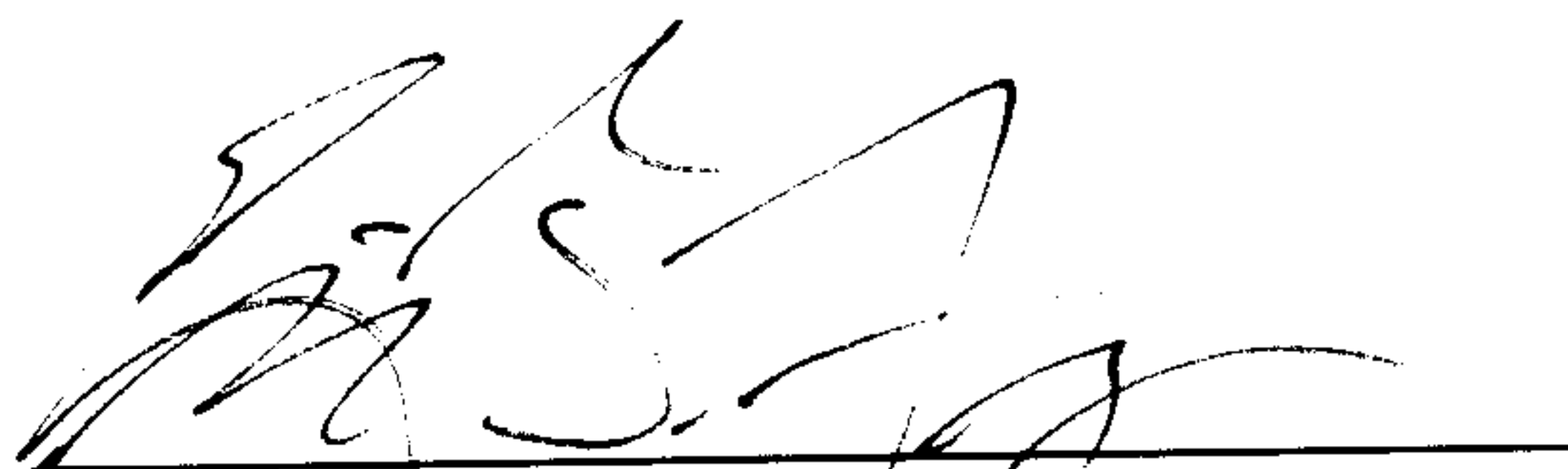
48. Defendants malicious acts have caused substantial harm to the business of the Plaintiffs and have prevented them from undertaking other business efforts.

49. Punitive damages should be awarded to ensure that Defendants do not undertake to fraudulently induce other persons in the future.

WHEREFORE for the foregoing reasons, Plaintiff asks that this Honorable Court grant judgment in its favor for the following damages:

1. Actual Damages of \$100,000 for amount forwarded to Defendants;
2. Actual Damages of \$100,000 for amounts expended to aid Defendants in their fraudulent review of the company assets;
3. Punitive Damages in an amount to be assigned by a jury;
4. Costs and expenses, including attorney fees, expended herein; and
5. Any other damages which this Court deem necessary and appropriate.

DEMAND FOR TRIAL BY JURY



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Milton, WV 25541
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