

**Name of Plaintiff 1**  
 Jack O'Neill Ramey  
 Tax ID/SSN  
**Name of Plaintiff 2**  
 Emma Lou Ramey  
 Tax ID/SSN  
**Name of Plaintiff 3**  
 Terry Ramey  
 Tax ID/SSN

**GENERAL CIVIL ACTION**  
**COVER SHEET**  
 INITIAL FILING       SUBSEQUENT FILING  
 Rule 5(b) Rules of Practice for Superior and District Courts  
**Name And Address Of Attorney, Or Party If Not Represented (complete for initial appearance or change of address)**  
 EDWARD L. BLEYNAT, JR.  
 48 Patton Ave., Suite 300  
 Asheville, North Carolina 28801

**VERSUS**

**Name Of Defendant 1**  
 Four Seasons Realty Group, Inc.  
 Tax ID/SSN  
 Summons Submitted  
 Yes       No

**Attorney Bar No.**  
 16558  
 Initial Appearance in       Change of Address

**Name Of Defendant 2**  
 Laura Holland  
 Tax ID/SSN  
 Summons Submitted  
 Yes       No

**Name Of Firm**  
 FERIKES & BLEYNAT, PLLC  
**Tax ID No.**      **Telephone No.**      **FAX No.**  
    828/251-1588      828/251-2214

**Name Of Defendant 3**  
 REO Management Solutions, LLC  
 Tax ID/SSN  
 Summons Submitted  
 Yes       No

**Counsel for**  
 All Plaintiffs       All Defendants       Only (List party(ies) represented)

Jury Demanded in Pleading  
 Complex Litigation

Amount in controversy does not exceed \$15,000  
 Stipulate to arbitration

**TYPE OF PLEADING**

**CLAIM FOR RELIEF FOR**

- (check all that apply)
- Amended Answer/Reply (AMND-Response)
  - Amended Complaint (AMND)
  - Answer/Reply (ANSW-Response)
  - Complaint (COMP)
  - Confession Of Judgment (CNFJ)
  - Counterclaim vs. (CTCL)
    - All Plaintiff(s)      Only (List on back)
  - Crossclaim vs. (List on back) (CRSS)
  - Extend Statute Of Limitations, Rule 9.(ESOL)
  - Extend Time For Answer (MEOT-Response)
  - Extend Time For Complaint (EXCO)
  - Rule 12 Motion In Lieu Of Answer (MDLA)
  - Third Party Complaint (List Third Party Defendants On Other (specify))

- (check all that apply)
- Administrative Appeal (ADMA)
  - Appointment Of Receiver (APRC)
  - Attachment/Garnishment (ATTC)
  - Claim And Delivery (CLMD)
  - Collection On Account (ACCT)
  - Condemnation (CNDM)
  - Contract (CNTR)
  - Discovery Scheduling Order (DSCH)
  - Injunction (INJU)
  - Medical Malpractice (MDML)
  - Minor Settlement (MSTL)
  - Money Owed (MNYO)
  - Negligence - Motor Vehicle (MVNG)
  - Limited Driving Privilege - Out-of-State Convictions
  - Possession Of Personal Property (POPP)
  - Product Liability (PROD)
  - Real Property (RLPR)
  - Specific Performance (SPPR)
  - Other (specify)      Trespass Chattels; Conversion; Negligence, Violate Fair Debt.; False Imprisonmmt

NOTE: Small claims are exempt from cover sheets.  
 Date 7/12/17

Signature Of Attorney





STATE OF NORTH CAROLINA

File No.

17 CVS 702

HAYWOOD County

FILED

In The General Court Of Justice
District Superior Court Division

Name Of Plaintiff

JACK O'NEILL RAMEY, EMMA LOU RAMEY, TERRY RAMEY

2017 JUL 12 PM 4:01

Address

c/o 48 PATTON AVENUE, SUITE 300

HAYWOOD COUNTY, C.S.C.

CIVIL SUMMONS

ALIAS AND PLURIES SUMMONS (ASSESS FEE)

City, State, Zip

ASHEVILLE NC 28801

VERSUS

G.S. 1A-1, Rules 3 and 4

Name Of Defendant(s)

FOUR SEASONS REALTY GROUP, INC., LAURA HOLLAND, REVERSE MORGAGE SOLUTIONS, INC. AND REO MANAGEMENT SOLUTIONS, LLC

Date Original Summons Issued

Date(s) Subsequent Summons(es) Issued

To Each Of The Defendant(s) Named Below:

Name And Address Of Defendant 1

LAURA HOLLAND
c/o FOUR SEASONS REALTY GROUP, INC.
4752 PISGAH DRIVE
CANTON NC 28716

Name And Address Of Defendant 2

FOUR SEASONS REALTY GROUP, INC.
c/o LAURA HOLLAND, REG. AGENT
4752 PISGAH DR.
CANTON NC 28716

A Civil Action Has Been Commenced Against You!

You are notified to appear and answer the complaint of the plaintiff as follows:

- 1. Serve a copy of your written answer to the complaint upon the plaintiff or plaintiff's attorney within thirty (30) days after you have been served. You may serve your answer by delivering a copy to the plaintiff or by mailing it to the plaintiff's last known address, and
2. File the original of the written answer with the Clerk of Superior Court of the county named above.

If you fail to answer the complaint, the plaintiff will apply to the Court for the relief demanded in the complaint.

Name And Address Of Plaintiff's Attorney (if none, Address Of Plaintiff)

EDWARD L. BLEYNAT, JR. [SB#16556]
FERIKES & BLEYNAT, PLLC
48 PATTON AVE., SUITE 300
ASHEVILLE NC 28801

Date Issued

7-12-17

Time

4:01

AM PM

Signature

[Handwritten Signature]

Deputy CSC Assistant CSC Clerk Of Superior Court

ENDORSEMENT (ASSESS FEE)

This Summons was originally issued on the date indicated above and returned not served. At the request of the plaintiff, the time within which this Summons must be served is extended sixty (60) days.

Date Of Endorsement

Time

AM PM

Signature

Deputy CSC Assistant CSC Clerk Of Superior Court

NOTE TO PARTIES: Many counties have MANDATORY ARBITRATION programs in which most cases where the amount in controversy is \$25,000 or less are heard by an arbitrator before a trial. The parties will be notified if this case is assigned for mandatory arbitration, and, if so, what procedure is to be followed.

(Over)

RETURN OF SERVICE

I certify that this Summons and a copy of the complaint were received and served as follows:

DEFENDANT 1

Date Served	Time Served	<input type="checkbox"/> AM <input type="checkbox"/> PM	Name Of Defendant
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- By delivering to the defendant named above a copy of the summons and complaint.
- By leaving a copy of the summons and complaint at the dwelling house or usual place of abode of the defendant named above with a person of suitable age and discretion then residing therein.
- As the defendant is a corporation, service was effected by delivering a copy of the summons and complaint to the person named below.

Name And Address Of Person With Whom Copies Left (if corporation, give title of person copies left with)

Other manner of service (specify)

Defendant WAS NOT served for the following reason:

DEFENDANT 2

Date Served	Time Served	<input type="checkbox"/> AM <input type="checkbox"/> PM	Name Of Defendant
-------------	-------------	---	-------------------

- By delivering to the defendant named above a copy of the summons and complaint.
- By leaving a copy of the summons and complaint at the dwelling house or usual place of abode of the defendant named above with a person of suitable age and discretion then residing therein.
- As the defendant is a corporation, service was effected by delivering a copy of the summons and complaint to the person named below.

Name And Address Of Person With Whom Copies Left (if corporation, give title of person copies left with)

Other manner of service (specify)

Defendant WAS NOT served for the following reason:

Service Fee Paid \$	Signature Of Deputy Sheriff Making Return
Date Received	Name Of Sheriff (type or print)
Date Of Return	County Of Sheriff



STATE OF NORTH CAROLINA

File No.

17 CVS

702

HAYWOOD County

In The General Court Of Justice  
 District  Superior Court Division

FILED

Name Of Plaintiff

JACK O'NEILL RAMEY, EMMA LOU RAMEY, TERRY RAMEY

Address

c/o 48 PATTON AVENUE, SUITE 300

City, State, Zip

ASHEVILLE NC 28801

CIVIL SUMMONS

ALIAS AND PLURIES SUMMONS (ASSESS FEE)

VERSUS

G.S. 1A-1, Rules 3 and 4

Name Of Defendant(s)

FOUR SEASONS REALTY GROUP, INC., LAURA HOLLAND,  
REVERSE MORGAGE SOLUTIONS, INC. AND  
REO MANAGEMENT SOLUTIONS, LLC

Date Original Summons Issued

Date(s) Subsequent Summons(es) Issued

To Each Of The Defendant(s) Named Below:

Name And Address Of Defendant 1

LAURA HOLLAND  
712 FRAZIER ROAD

CANTON NC 28716

Name And Address Of Defendant 2

FOUR SEASONS REALTY GROUP, INC.  
c/o LAURA HOLLAND, PRESIDENT  
712 FRAZIER ROAD

CANTON NC 28716

A Civil Action Has Been Commenced Against You!

You are notified to appear and answer the complaint of the plaintiff as follows:

1. Serve a copy of your written answer to the complaint upon the plaintiff or plaintiff's attorney within thirty (30) days after you have been served. You may serve your answer by delivering a copy to the plaintiff or by mailing it to the plaintiff's last known address, and
2. File the original of the written answer with the Clerk of Superior Court of the county named above.

If you fail to answer the complaint, the plaintiff will apply to the Court for the relief demanded in the complaint.

Name And Address Of Plaintiff's Attorney (if none, Address Of Plaintiff)

EDWARD L. BLEYNAT, JR. [SB#16556]  
FERIKES & BLEYNAT, PLLC  
48 PATTON AVE., SUITE 300  
ASHEVILLE NC 28801

Date Issued

Signature

Time

AM  PM

Deputy CSC  Assistant CSC  Clerk Of Superior Court

ENDORSEMENT (ASSESS FEE)

This Summons was originally issued on the date indicated above and returned not served. At the request of the plaintiff, the time within which this Summons must be served is extended sixty (60) days.

Date Of Endorsement

Time

AM  PM

Signature

Deputy CSC  Assistant CSC  Clerk Of Superior Court

NOTE TO PARTIES: Many counties have MANDATORY ARBITRATION programs in which most cases where the amount in controversy is \$25,000 or less are heard by an arbitrator before a trial. The parties will be notified if this case is assigned for mandatory arbitration, and, if so, what procedure is to be followed.

(Over)

**RETURN OF SERVICE**

I certify that this Summons and a copy of the complaint were received and served as follows:

**DEFENDANT 1**

<i>Date Served</i>	<i>Time Served</i>	<input type="checkbox"/> AM <input type="checkbox"/> PM	<i>Name Of Defendant</i>
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- By delivering to the defendant named above a copy of the summons and complaint.
- By leaving a copy of the summons and complaint at the dwelling house or usual place of abode of the defendant named above with a person of suitable age and discretion then residing therein.
- As the defendant is a corporation, service was effected by delivering a copy of the summons and complaint to the person named below.

*Name And Address Of Person With Whom Copies Left (if corporation, give title of person copies left with)*

Other manner of service *(specify)*

Defendant WAS NOT served for the following reason:

**DEFENDANT 2**

<i>Date Served</i>	<i>Time Served</i>	<input type="checkbox"/> AM <input type="checkbox"/> PM	<i>Name Of Defendant</i>
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*Name And Address Of Person With Whom Copies Left (if corporation, give title of person copies left with)*

Other manner of service *(specify)*

Defendant WAS NOT served for the following reason:

<i>Service Fee Paid</i> \$	<i>Signature Of Deputy Sheriff Making Return</i>
<i>Date Received</i>	<i>Name Of Sheriff (type or print)</i>
<i>Date Of Return</i>	<i>County Of Sheriff</i>



STATE OF NORTH CAROLINA

File No.

17 CVS 702

HAYWOOD County

FILED

In The General Court Of Justice
District Superior Court Division

Name Of Plaintiff
JACK O'NEILL RAMEY, EMMA LOU RAMEY, TERRY RAMEY

PM 4:01

Address
c/o 48 PATTON AVENUE, SUITE 300

City, State, Zip
ASHEVILLE NC 28801

CIVIL SUMMONS

ALIAS AND PLURIES SUMMONS (ASSESS FEE)

VERSUS

G.S. 1A-1, Rules 3 and 4

Name Of Defendant(s)
FOUR SEASONS REALTY GROUP, INC., LAURA HOLLAND,
REVERSE MORGAGE SOLUTIONS, INC. AND
REO MANAGEMENT SOLUTIONS, LLC

Date Original Summons Issued

Date(s) Subsequent Summons(es) Issued

To Each Of The Defendant(s) Named Below:

Name And Address Of Defendant 1
REO MANAGEMENT SOLUTIONS, LLC
c/o CT CORPORATION SYSTEM, ITS REG. AGENT
160 MINE LAKE CT., STE 200
RALEIGH NC 27615

Name And Address Of Defendant 2
REVERSE MORTGAGE SOLUTIONS, INC.
c/o CT CORPORATION SYSTEM, ITS REG. AGENT
160 MINE LAKE CT., STE 200
RALEIGH NC 27615

A Civil Action Has Been Commenced Against You!

You are notified to appear and answer the complaint of the plaintiff as follows:

- 1. Serve a copy of your written answer to the complaint upon the plaintiff or plaintiff's attorney within thirty (30) days after you have been served. You may serve your answer by delivering a copy to the plaintiff or by mailing it to the plaintiff's last known address, and
2. File the original of the written answer with the Clerk of Superior Court of the county named above.

If you fail to answer the complaint, the plaintiff will apply to the Court for the relief demanded in the complaint.

Name And Address Of Plaintiff's Attorney (if none, Address Of Plaintiff)
EDWARD L. BLEYNAT, JR. [SB#16556]
FERIKES & BLEYNAT, PLLC
48 PATTON AVE., SUITE 300
ASHEVILLE NC 28801

Date Issued
7-12-17
Time
4:01 AM PM
Signature
Deputy CSC Assistant CSC Clerk Of Superior Court

ENDORSEMENT (ASSESS FEE)
This Summons was originally issued on the date indicated above and returned not served. At the request of the plaintiff, the time within which this Summons must be served is extended sixty (60) days.

Date Of Endorsement
Time
AM PM
Signature
Deputy CSC Assistant CSC Clerk Of Superior Court

NOTE TO PARTIES: Many counties have MANDATORY ARBITRATION programs in which most cases where the amount in controversy is \$25,000 or less are heard by an arbitrator before a trial. The parties will be notified if this case is assigned for mandatory arbitration, and, if so, what procedure is to be followed.

(Over)



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Other manner of service (specify)

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Other manner of service (specify)

Defendant WAS NOT served for the following reason:

Service Fee Paid \$	Signature Of Deputy Sheriff Making Return
Date Received	Name Of Sheriff (type or print)
Date Of Return	County Of Sheriff

STATE OF NORTH OF CAROLINA

COUNTY OF HAYWOOD

FILED  
2017 JUL 12 PM 4:01

GENERAL COURT OF JUSTICE  
SUPERIOR COURT DIVISION  
FILE NO. 17 CVS 702

HAYWOOD COUNTY, C.S.C.

JACK O'NEILL RAMEY, EMMA LOU  
RAMEY, and TERRY RAMEY,  
INDIVIDUALLY AND IN HIS  
CAPACITY AS POWER OF ATTORNEY  
FOR JACK O' NEILL RAMEY AND  
EMMA LOU RAMEY,

COMPLAINT

**Plaintiffs,**

v.

FOUR SEASONS REALTY GROUP,  
INC., LAURA HOLLAND, REVERSE  
MORTGAGE SOLUTIONS, INC. and  
REO MANAGEMENT SOLUTIONS,  
LLC,

**Defendants.**

---

Plaintiffs, complaining of defendants, allege and say as follows:

1. Plaintiffs Jack O'Neill Ramey (sometimes, "Mr. Ramey") and Emma Lou Ramey ("Ms. Ramey"), together, "the Senior Rameys" or "Mr. and Ms. Ramey", are citizens and residents of Haywood County, North Carolina.
2. Plaintiff Terry Ramey ("Terry Ramey") is a citizen and resident of Haywood County, North Carolina. He is Mr. Ramey's son and Mrs. Ramey's stepson. He serves as their Power of Attorney and is also a plaintiff in his individual capacity.
3. Plaintiff Terry Ramey and the Senior Rameys will sometimes collectively be called "Plaintiffs" or "the Ramey Family" in this Complaint.
4. Upon information and belief, Defendant Four Seasons Realty Group, Inc. ("Four Seasons") is a North Carolina corporation with an office and principal place of business in Haywood County, North Carolina.
5. Upon information and belief, Defendant Laura Holland ("Holland") is a citizen and resident of Haywood County, North Carolina. She is the principal and president of Four Seasons.
6. Upon information and belief, Defendant Reverse Mortgage Solutions, Inc. ("RMS" or



"Reverse Mortgage") is a Delaware corporation doing business in Haywood County, North Carolina.

7. Upon information and belief, Defendant REO Management Solutions, Inc. ("REO") is a Delaware limited liability company doing business in Haywood County, North Carolina. REO was formerly known as "RMS Capital Asset Management Solutions, LLC" and its renaming to REO was completed on 2 July 2012. Reverse Mortgage Solutions is a member of REO.

### UNDERLYING FACTS

8. The previous allegations set forth in this Complaint are restated and incorporated herein by reference.

9. This civil action arises out of wrongful conduct by Defendants in connection with the foreclosure upon certain real property located in Clyde Township, Haywood County, North Carolina as more specifically described below. For ease of reference, the property subjected to foreclosure is called "the encumbered property" in this Complaint.

10. Mr. and Ms. Ramey were, at relevant times, the owners of that certain real property located in Clyde Township, Haywood County, North Carolina as more specifically described in Deed Book 298, at Page 960 of the Haywood County Registry ("the encumbered property").

11. The encumbered property contains improvements, including a double wide manufactured home located at 146 Dakota Drive and a single wide manufactured home located at 178 Dakota Drive. Both manufactured homes are located on the encumbered property at the two different addresses stated in this paragraph.

12. In addition to the encumbered property, Mr. Ramey and Ms. Ramey own that certain real property located in Clyde Township, Haywood County, North Carolina as more particularly described in Deed Book 341, at Page 694 of the Haywood County Registry and which is adjacent to the encumbered property ("the adjacent property").

13. At relevant times prior to 3 February 2011, when the Deed of Trust on the encumbered property described below was executed, a third manufactured home, which later served as the Senior Rameys' principal residence, has been located at 142 Dakota Drive ("the subject home"). It was originally situated on the property line then separating the encumbered property from the adjacent property. Prior to the time the Deed of Trust was executed, Terry Ramey lived there and held title to the home as well as owning its contents. The real property where the subject home is situated is more specifically shown on that certain Plat Prepared for Terry Ramey by Herron Associates Surveying and Planning dated 15 November 2010 ("the Herron Survey"). The "Mobile Home" depicted on the Herron Survey is the subject home and is described by those terms at times in this Complaint.

14. The Senior Rameys desired to refinance the encumbered property with a loan to be secured by a so-called "reverse mortgage". Toward that end, on or about 3 February 2011, the Senior Rameys executed a document styled as a "Fixed Rate Note Closed End (Home Equity



Conversion)" ("the Note") payable to Harvard Home Mortgage, Inc. ("the Lender"). The Note evidences loan advances from the Lender to the Senior Rameys up to a maximum principal amount of \$180,000.00.

15. The Lender purported to secure the Note by way of a deed of trust. Mr. Ramey and Ms. Ramey therefore executed a document styled "Fixed Rate Home Equity Conversion Deed of Trust" ("the Deed of Trust"). They executed the Deed of Trust in the amount of \$180,000.00 on or about 3 February 2011. It was recorded on 8 February 2011 in Book 798, at Page 635 of the Haywood County Registry.

16. Prior to lending the funds to the Senior Rameys as evidenced by the Note and secured by the Deed of Trust, the Lender required that the land under and around the subject home, sitting on the property line described above, be carved out of the Deed of Trust.

17. The portion of the Ramey real properties described above and excepted from the Deed of Trust is at times called "the subject home carve-out" or "the carve-out property" in this Complaint. It is a 0.044 acre tract described in Exhibit A to the Deed of Trust and referencing the Herron Survey as follows:

BEGINNING in a point in the common line of the Jack O. Ramey tract (Deed Book 298, page 960) and the Jack O. Ramey tract (Deed Book 341, page 694), said point being located N. 08 deg. 39 min. 19 sec. E. 180.02 feet from the southeastern corner of the Jack O. Ramey tract (Deed Book 296, page 960) and the southwestern corner of the Jack O. Ramey tract (Deed Book 341, page 694) that common point being in the center of the southern railway railroad tract; thence leaving said beginning point and running with the common line of the two (2) tracts N. 08 deg. 39 min. 19 sec. E. 113.45 feet to a point; thence S. 26 deg. 53 min. 42 sec. W. 108.04 feet to a point; thence S. 63 deg. 43 min. 47 sec. E. 35.51 feet to the BEGINNING and BEING 0.044 acre, according to a plat prepared for "Terry Ramey," dated November 15, 2010 and prepared by Herron Associates, Drawing No. 2012-1331-B.

18. Upon information and belief, the Lender sold, endorsed, assigned, or otherwise transferred the Note and Deed of Trust to Urban Financial Group, Inc. ("Urban") as evidenced by an Allonge to the Note and a Deed of Trust Assignment to that effect being recorded on or about 8 February 2011 in Book 798, at Page 660, of the Haywood County Registry.

19. Thereafter, upon information and belief, Urban sold, endorsed, assigned, or otherwise transferred the Note and Deed of Trust to RMS, as evidenced by an Allonge to the Note and an Assignment of Mortgage/Deed of Trust recorded on 3 May 2011 in Book 802, at Page 1618 of the Haywood County Registry.

20. The Note allegedly went into default for non-payment of property taxes on the encumbered property. As a result, RMS, as the alleged owner and holder of the Note secured by the Deed of Trust, then appointed Trustee Services of Carolina, LLC ("the Substitute Trustee") to serve as the substitute trustee to foreclose on the Deed of Trust. The appointment is shown in

Book 894, at Page 1320 of the Haywood County Registry and was recorded on or about 7 October 2015.

21. On or about 26 October 2015, the Substitute Trustee initiated Special Proceeding 15 SP 253 in Superior Court, Haywood County, to foreclose on the encumbered property ("the foreclosure proceeding").

22. Plaintiffs dispute the lawfulness of the conduct of RMS in connection with the foreclosure proceedings as set forth below.

23. Without limitation, page 1 of the Notice of Hearing in the foreclosure proceeding filed with the Clerk of Court on 26 October 2015 ("the Foreclosure Notice of Hearing") describes the real property subject to foreclosure in a manner consistent with the metes and bounds and other descriptions of the encumbered property contained in the Deed of Trust. The Foreclosure Notice of Hearing specifically acknowledges that the subject home carve-out is excepted from the Deed of Trust in language identical or substantially similar to the language contained in the Deed of Trust.

24. Consequently, as with the Deed of Trust, the Foreclosure Notice of Hearing recognized that the subject home carve-out was excepted from the Deed of Trust and the foreclosure proceedings.

25. The foreclosure proceedings resulted in that certain Order To Allow Foreclosure Sale ("Sale Order") dated 8 February 2016 being entered by the Clerk of Superior Court, Haywood County, permitting the foreclosure sale on the encumbered property to go forward. The Sale Order stated that "the Substitute Trustee may proceed to foreclosure under the terms of the . . . . Deed of Trust and give notice of and conduct a foreclosure sale as by statute provided." Around the time the Sale Order was entered, the Senior Rameys moved from the double wide manufactured home located at 146 Dakota Drive to the subject home. The subject home then became the Senior Ramey's principal residence (sometimes, the "principal residence" or the "home").

26. Upon information and belief, the foreclosure sale on the encumbered property occurred on or about 3 October 2016 at 1:00 p.m. at the Haywood County courthouse resulting in RMS making a successful bid in the amount of \$124,363.59. No successful upset bid was made.

27. Upon information and belief, following the foreclosure sale, the Substitute Trustee caused a Substitute Trustee's Deed transferring the encumbered property to RMS to be recorded on 13 January 2017 in Book 921, at Page 640 of the Haywood County Registry ("the Trustee's Deed"). The Substitute Trustee further caused a Notice of Foreclosure to be recorded on 13 January 2017 in Book 921, at Page 643 of the Haywood County Registry. The Trustee's Deed conveyed the encumbered property to RMS and specifically excepted the subject home carve-out in language identical or substantially similar to the language contained in the Deed of Trust and the Foreclosure Notice of Hearing.

28. Consequently, as with the Deed of Trust, the Foreclose Notice of Hearing, and the Sale



Order, the Trustee's Deed recognized that the subject home carve-out is excepted from the Deed of Trust, the Foreclosure Proceeding, and otherwise is not now nor has it ever been the collateral or the property of RMS.

29. Thereafter, Defendants took further actions to gain possession, control, and occupancy of the encumbered property.

30. Upon information and belief, Defendant REO, acting on its own behalf and on behalf of RMS, had engaged Holland and Four Seasons as real estate brokers to market the encumbered property for sale as early as October, 2016.

31. Upon information and belief, Defendants Holland and Four Seasons from time to time thereafter inspected the encumbered property. Rather than appropriately limiting their inspection to the encumbered property, which was the subject of the foreclosure proceedings, they exceeded the scope of that inspection, of the Deed of Trust, of the Foreclosure Notice of Hearing, of the Sale Order, and of the Trustee's Deed by treating the subject home carve-out and the subject home itself, now the Senior Rameys' principal residence, as if they were a part of the encumbered property, though they were not.

32. Without limitation, on or about Monday, 16 January 2017, Holland and Four Seasons entered the carve-out property where the Senior Rameys' subject home was located and Holland spoke with Mr. Ramey. Mr. Ramey informed her that the home was not part of the encumbered property, that he had the right to be there, and that she did not. Rather than checking the Deed of Trust, the Foreclosure Notice of Hearing, the Sale Order, or the Trustee's Deed, Defendants Holland and Four Seasons relied upon an aerial photograph of the property in order to claim a right of entry.

33. On or about 16 January 2017, Holland and Four Seasons purportedly sought clarification from RMS and REO, including by making a request for "any records of a portion being taken out of the subject 3.35 acres," apparently a reference to the encumbered property.

34. Upon information and belief, rather than using accurate information already in their possession or that could easily have been obtained, RMS and REO, along with Holland and Four Seasons, took and continued to take the wrongful position that the Senior Rameys' principal residence was part of the encumbered property subject to foreclosure. Defendants threatened to padlock gates and to deny Mr. and Ms. Ramey access to their property as Defendants otherwise asserted dominion and control over it.

35. Terry Ramey contacted Holland and Four Seasons, who were acting on behalf of all Defendants, and offered to provide copies of the Trustee's Deed, the deed to the adjacent property, and the Herron Survey clarifying where the RMS property line was located. Defendants failed and refused to avail themselves of that offer.

36. Upon information and belief, rather than accepting the information Terry Ramey provided, Holland and Four Seasons went to Mr. Ramey's home and threatened to call the Sheriff's Department on Terry Ramey. Instead of doing what the Defendants should have done,



which was to review the true facts they knew or should have known, and otherwise to investigate the circumstances, they took steps to evict Mr. Ramey, who is ninety (90) years old, and Ms. Ramey; who is over seventy-seven (77) years old and disabled, from their own home. Mr. Ramey had taken title to the manufactured home serving as the Senior Rameys' principal residence on 26 January 2017, with Mr. Ramey and Ms. Ramey having lived there since approximately February 2016. Many of the home's amenities, including major appliances such as a refrigerator, oven, and washer and dryer ("the major appliances") are items that Terry Ramey continued to own and provided for the Senior Rameys to use.

37. On or about 15 February 2017, RMS, acting through counsel, caused a notice to vacate to be served on Mr. Ramey and Ms. Ramey concerning the properties located at 146 Dakota Drive and 178 Dakota Drive. The notice to vacate did not include 142 Dakota Drive, the location of the Senior Rameys' principal residence and the subject home.

38. Instead of acting in accordance with the outcome of the foreclosure proceeding, for several months prior to 21 March 2017, Defendants Holland and Four Seasons, on behalf of all the Defendants, continued from time to time to come to the Senior Rameys' principal residence for "inspection" purposes at 142 Dakota Drive claiming that the principal residence was part of the foreclosed property.

39. Upon information and belief, Holland and Four Seasons were acting on behalf of themselves, RMS, and REO in taking these actions. Accordingly, the acts of each of the Defendants are attributable to the other Defendants under principles of agency, *respondeat superior*, contractual relations, and otherwise.

40. On or about 2 March 2017, the Assistant Clerk of Court, Haywood County entered that certain Order for Possession of Real Property ("the Possession Order"). The Possession Order states in pertinent part as follows:

Reverse Mortgage Solutions, Inc. is hereby placed in possession of the subject real property. Reverse Mortgage Solutions, Inc. is further entitled to the entry of such supplemental orders and writs necessary to remove all personal property, possessions and belongings of Jack O'Neill Ramey and Emma Lou Ramey and all others from the subject premises and the Court retains jurisdiction of this proceeding for such purposes.

41. Also on or about 2 March 2017, the Assistant Clerk of Superior Court, Haywood County, entered that certain Writ of Possession and Order of Ejectment ("the Ejectment Order"). The Ejectment Order identified the "[r]esidence and lot(s) located at 146 Dakota Drive and 178 Dakota Drive, Clyde, NC 28721" as its subjects. The Ejectment Order directed the Sheriff of Haywood County "to remove Jack O'Neill Ramey and Emma Lou Ramey and all other occupants and their personal property, possessions and belongings from said premises and to put Reverse Mortgage Solutions, Inc. in possession of the described real estate." The Ejectment Order was silent as to 142 Dakota Drive, now the Plaintiffs' principal residence, which was not part of the encumbered property.

42. Defendants nonetheless proceeded with plans not only to take possession of the encumbered property, but also of the Senior Rameys' principal residence.
43. Neither the Deed of Trust, nor the Foreclosure Notice of Hearing, nor the Trustee's Deed, nor the Sale Order, nor the Possession Order, nor the Ejectment Order permitted or otherwise purported to allow RMS or any of the other Defendants, nor the Sheriff of Haywood County, to enter upon or take possession of 142 Dakota Drive, Mr. Ramey and Ms. Ramey's home.
44. Upon information and belief, REO and RMS instructed Holland and Four Seasons to attend a lock out. The instruction was received on 16 March 2017. The lock out occurred on or about 21 March 2017.
45. Rather than acting in accordance with the Deed of Trust, the Foreclosure Notice of Hearing, the Sale Order, the Trustee's Deed, the Possession Order, and the Ejectment Order, or complying therewith, which limited Defendants' entry to 146 Dakota Drive, where the unoccupied double wide manufactured home was located, and to 178 Dakota Drive, where the unoccupied single wide manufactured home was located, Defendants entered the Senior Rameys' home at 142 Dakota Drive in the company of Lieutenant Steve Mann and Deputy Kevin Brooks of the Haywood County Sheriff's Department, along with locksmiths or laborers, and took possession of the home and its contents even though it was a place where neither the Defendants nor the Sheriff's deputies had the right to enter.
46. Upon information and belief, the unlawful entry into the Senior Rameys' principal residence was organized and orchestrated by Defendants acting together and in concert. They sought to have the Haywood County Sheriff's Department join in their efforts by soliciting its assistance in trying to eject the Senior Rameys from their home to the point that the Haywood County Sheriff's Department claimed that the Senior Rameys and Terry Ramey were guests or visitors of RMS rather than the owners of the subject home, its contents, and the land on which it was situated. Defendants even required Mr. Ramey and Ms. Ramey to exit the home and restricted their rights of re-entry as an aspect of the lock out.
47. After Defendants wrongfully entered the carve-out property and the Senior Rameys' principal residence, Dean Ramey, another son of Mr. Ramey and step-son of Ms. Ramey, contacted his brother, Terry Ramey, who went to the Plaintiffs' house and again informed Defendants through Holland and Four Seasons of their errors, bringing the Herron Survey, the deed to the adjacent property, and the Trustee's Deed as proof.
48. Defendants and others nevertheless wrongfully entered the property and took pictures against the Senior Rameys' will and asserted control over their real and personal property and over Terry Ramey's personal property.
49. Defendants caused the locks on the subject home to be changed and inspected the Senior Rameys and Terry Ramey's personal property, especially property worth over \$500.00. The Senior Rameys were evicted from their own home and Defendants exercised control over the subject home and its contents, including the personal property, goods, and chattels of the Ramey Family.



50. During the course of the eviction, Mr. Ramey, Dean Ramey, and Terry Ramey continued to inform Holland, Four Seasons, and other persons that Plaintiffs' home was not part of the encumbered property. The locksmiths and laborers accompanying Holland and Four Seasons and acting on Defendants' behalf remarked about their own volatile tempers and the possibility of conflict while on the carve-out property and the subject home where they had no right to be. These communications occurred before, during, and after Defendants and their agents or contractors locked the Senior Rameys out of their principal residence and constituted illegal restraints of Mr. Ramey and Ms. Ramey by force or implied threat of force against their will, all attributable to Defendants.

51. Upon information and belief, rather than accepting responsibility for their wrongful eviction of the Senior Rameys, Defendants relied upon irrelevant records to try to justify their acts instead of relying on the Deed of Trust, the Foreclosure Notice of Hearing, the Sale Order, the Trustee's Deed, the Possession Order, and the Ejectment Order to guide their actions.

52. Upon information and belief, Defendants only ceased these actions when directed to do so by Michael Spicer ("Mr. Spicer"), an attorney whom Terry Ramey called while at the subject home. Mr. Spicer who, upon information and belief, represented one or more of the Defendants or the Substitute Trustee, told Terry Ramey that he had previously informed the Defendants that the eviction had nothing to do with 142 Dakota Drive, the carve-out property, and the subject home. Only after Mr. Spicer spoke directly with Holland and/or the Sheriff's Department representatives did they stop their unlawful actions.

53. Defendants' misconduct did not end with their wrongful entry on the property. Rather, Defendant RMS has continued to send billing statements to Mr. Ramey and Ms. Ramey adding interest to the amount of their alleged mortgage obligations, even though the foreclosure sale proceeds to RMS extinguished the alleged debt and the Deed of Trust limited any potential recovery by RMS to foreclosure on the property itself, with no right to a deficiency, as set forth in Paragraph 10 of the Deed of Trust.

54. As a direct and proximate result of Defendants' conduct as described herein, Plaintiffs have suffered and will suffer damages in an amount in excess of \$25,000.00.

**FIRST CLAIM FOR RELIEF**  
**(Trespass to Real Property Owned by Mr. Ramey and Ms. Ramey)**

55. The previous allegations sets forth in this Complaint are restated and incorporated herein by reference.

56. The Senior Rameys, at times relevant hereto, were the owners of the carve-out property and the owners of and in lawful possession of their principal residence, the subject home. They were entitled to occupy and possess same to the exclusion of others, including Defendants.

57. In the time periods and in the manners described above, Defendants Holland and Four Seasons, acting on their own behalves and on behalf of Defendants RMS and REO, wrongfully



and unlawfully entered upon the carve-out property and entered into the Senior Rameys' home on 21 March 2017. The changed locks, damaged doorways, disturbed Plaintiffs' personal property, and treated Plaintiffs and their family members as if they had no right to be on the property.

58. Defendants, by their acts and omissions, willfully and without legal authority and with notice of their own wrongdoing, trespassed upon the real property and improvements of the Senior Rameys, asserted control over them, and disturbed personal property in the Senior Rameys' residence.

59. As a direct and proximate result of Defendants' actions, Mr. Ramey and Ms. Ramey have suffered damages and will suffer damages in an amount in excess of \$25,000.00 and are entitled to recover for same.

**SECOND CLAIM FOR RELIEF**  
**(Trespass To Chattels Owned By All Plaintiffs)**

60. The previous allegations sets forth in this Complaint are restated and incorporated herein by reference.

61. Plaintiffs had actual or constructive possession of the personalty and goods in the Senior Rameys' principal residence and home, including the home itself, at the time of the Defendants' trespasses.

62. Without authorization or legal authority, and with notice of their own wrongdoing, Defendants interfered with and dispossessed Plaintiffs of their personal property, including the Senior Rameys' home and the contents therein belonging to the Senior Rameys and to Terry Ramey, owner of the major appliances.

63. Plaintiffs' respective personal property or chattels were unlawfully disturbed or taken by Defendants.

64. As a direct and proximate result of Defendants' trespass to Plaintiffs' chattels, Plaintiffs have suffered and will suffer damages in an amount in excess of \$25,000.00 and are entitled to recover for same.

**THIRD CLAIM FOR RELIEF**  
**(Conversion Of Property Owned By All Plaintiffs)**

65. The previous allegations sets forth in this Complaint are restated and incorporated herein by reference.

66. Defendants undertook the unauthorized assumption and exercised rights of ownership over property, goods or chattels belonging to the Senior Rameys, including the Senior Rameys' principal residence, their home itself, and their goods contained therein, to the exclusion of Plaintiffs' rights.

67. Defendants further undertook the unauthorized assumption and exercised rights of ownership over property, goods, or chattels belonging to Terry Ramey, including the major appliances and other personal property.

68. Defendants entered the Senior Rameys' manufactured home, changed the locks, disturbed all Plaintiffs' personal property, goods or chattels, and otherwise asserted control over their personal property, including the Senior Rameys' home itself, without authorization or legal authority.

69. As a direct and proximate result of Defendants' conversion of Plaintiffs' personal property, goods or chattels, Plaintiffs have suffered and will suffer damages in an amount in excess of \$25,000.00 and are entitled to recover for same.

**FOURTH CLAIM FOR RELIEF**  
**(Breach Of Contract With the Senior Rameys And/Or**  
**Breach Of Duty Of Good Faith And Fair Dealing by RMS and REO)**

70. The previous allegations sets forth in this Complaint are restated and incorporated herein by reference.

71. RMS and the Senior Rameys are subject to certain terms of the Note and Deed of Trust executed on or about 3 February 2011.

72. The Note and the Deed of Trust are contracts governed by the Uniform Commercial Code ("UCC") and other North Carolina law.

73. Implicit in any contract under North Carolina law and the UCC is a duty of good faith and fair dealing in the performance and enforcement of any contract.

74. The conduct and actions of RMS and its affiliate REO as set forth herein constitute a breach of the parties' contractual relationships, including by exceeding the scope of these Defendants' contractual rights in failing to observe the limitations of the contracts and by later claiming that the amounts owed by the Senior Rameys on their contract are still outstanding.

75. The conduct and actions of RMS and of REO are attributable to each other as affiliates.

76. As a direct and proximate result of RMS's and REO's breaches of contract, Mr. Ramey and Ms. Ramey have suffered and will suffer damages in an amount in excess of \$25,000.00 and are entitled to recover for same.

**FIFTH CLAIM FOR RELIEF**  
**(Prohibited Acts By Debt Collectors (N.C.G.S. §58-70-90, Et Seq.)**  
**Committed Against the Senior Rameys)**

77. The previous allegations sets forth in this Complaint are restated and incorporated herein



by reference.

78. The Senior Rameys have at all times relevant been “consumers,” or individuals who have incurred an alleged debt, as defined by N.C.G.S. §58-70-90.

79. Defendants at all times relevant have been “collection agents”, directly or indirectly engaged in soliciting allegedly delinquent claims asserted to be owed or due from the Senior Rameys and other alleged debtors on behalf of a creditor, as defined by N.C.G.S. §58-70-90.

80. Defendants have oppressed, harassed and abused the Senior Rameys with their attempts to collect debt incurred by the Senior Rameys, including by unlawfully entering their real property and their home, by disturbing and asserting control over personal property in their residence and over the residence itself without legal authority, by changing the locks, and by claiming more money is still due from the Senior Rameys when the foreclosure bid price exhausted the alleged debt and where Defendant RMS was contractually prohibited from recovering a deficiency on the sale of the encumbered property but instead was limited to the foreclosure remedy.

81. As a direct result of the Defendants’ acts and omissions as described herein, the Senior Rameys have suffered and will suffer damages in an amount in excess of \$25,000.00 and are entitled to recover for same under statute to the extent allowed by law.

**SIXTH CLAIM FOR RELIEF**  
**(Violation Of the Senior Rameys’ Rights Under The Fair Debt Collection Practices Act**  
**(N.C.G.S. §75-50, *Et Seq.*)**

82. The previous allegations sets forth in this Complaint are restated and incorporated herein by reference.

83. The Senior Rameys are “consumers” within the meaning of N.C.G.S. §75-50, in that they are alleged to have incurred debt for personal, family, household or agricultural purposes.

84. Defendants are “debt collectors” within the meaning of N.C.G.S. §75-50, in that each has engaged, directly and indirectly, in debt collection from Plaintiffs.

85. Defendants have oppressed, harassed and abused Mr. Ramey and Ms. Ramey with their attempts to collect debt incurred by the Senior Rameys, including by unlawfully entering their real property and their home, by disturbing and asserting control over personal property in their residence and over the residence itself without legal authority, by changing the locks, and by claiming more money is still due from the Senior Rameys when the foreclosure bid price exhausted the alleged debt and where Defendant RMS was contractually prohibited from recovering a deficiency on the sale of the encumbered property but instead was limited to the foreclosure remedy.

86. As a direct result of the Defendants’ acts and omissions as described herein, the Senior Rameys have suffered and will suffer damages from Defendants in an amount in excess of



\$25,000.00 and the Senior Rameys are entitled to recover for same to the extent allowed by law.

**SEVENTH CLAIM FOR RELIEF**  
**(False Imprisonment of Mr. Ramey and Ms. Ramey)**

87. The previous allegations sets forth in this Complaint are restated and incorporated herein by reference.

88. In entering Plaintiffs' home, ejecting Mr. Ramey and Ms. Ramey from it, directing them to stay out, and doing so with the support of law enforcement and Defendants' agents, employees or contractors, such as locksmiths and laborers who behaved as described herein, Defendants caused the illegal restraint of Mr. Ramey and Ms. Ramey, by force or implied threat of force, against their will.

89. The conduct of Defendants described herein constitutes false imprisonment of Mr. Ramey and Ms. Ramey.

90. As a direct and proximate result of Defendants' false imprisonment of Mr. Ramey and Ms. Ramey, they have suffered and will suffer damages in an amount in excess of \$25,000.00 and are entitled to recover for same.

**EIGHTH CLAIM FOR RELIEF**  
**(Negligence Against All Defendants)**

91. The previous allegations sets forth in this Complaint are restated and incorporated herein by reference.

92. Defendants did not exercise reasonable care in their actions taken in furtherance of the foreclosure proceeding, including by not limiting their inspection and property seizure activities to the encumbered property, as set forth in the Deed of Trust, the Foreclosure Notice of Hearing, the Sale Order, the Trustee's Deed, the Possession Order, and the Ejectment Order, all of which excepted the carve-out property and consequently the Senior Rameys' home from the foreclosure proceedings and transfer of property.

93. Defendants breached their duty of reasonable care by failing to investigate and respect the Plaintiffs' property rights as provided in the Deed of Trust and documents in the Foreclosure Notice of Hearing, the Sale Order, the Trustee's Deed, the Possession Order and the Ejectment Order. Defendants further negligently breached their duties by failing and refusing to rely on the information available to them in the documents named in this paragraph and by failing and refusing to conduct a reasonable investigation of known or reasonably available information to ensure that they did not violate Plaintiffs' rights.

94. Defendants knew, or in the exercise of reasonable care should have known, about the limited scope of their rights, so as to take action only with respect to the encumbered property. Instead, Defendants failed to exercise reasonable care in their undertakings in that they exceeded the scope of the Deed of Trust, the Foreclosure Notice of Hearing, the Sale Order, the Trustee's

Deed, the Possession Order, and the Ejectment Order, and were negligent in entering the land described as the principal residence carve out and Mr. Ramey and Ms. Ramey's home, and by treating the personal property of all Plaintiffs located therein as if it were Defendants' own property or as if they had the right to do so, despite actual or constructive notice that they were not entitled to enter, all in the failure to exercise reasonable care.

95. As a direct result of the Defendants' negligence, Plaintiffs have suffered and will suffer damages in an amount in excess of \$25,000.00 and are entitled to recover for same.

**NINTH CLAIM FOR RELIEF**  
**(Claims for Unfair And Deceptive Commercial Practices**  
**(N.C.G.S. §75-16, *Et Seq.*) By All Plaintiffs Against All Defendants)**

96. The previous allegations sets forth in this Complaint are restated and incorporated herein by reference.

97. The communications, transactions, and occurrences described herein were in or affecting commerce.

98. Defendants engaged in conduct that amounted to an inequitable assertion of their power or position.

99. Defendants' conduct as described herein was unfair, unscrupulous, oppressive, unethical, immoral, and substantially injurious.

100. Defendants' conduct, as described herein, was in furtherance of their business as lenders, servicers, debt collectors of mortgage loans, or real estate brokers.

101. Defendants' conduct, as alleged herein, constitutes unfair or deceptive acts or practices in or affecting commerce.

102. As a direct and proximate result of Defendants' acts and omissions, which amount to unfair or deceptive acts or practices in or affecting commerce, Plaintiffs have suffered and will suffer damages in an amount in excess of \$25,000.00 and are entitled to recover for same.

103. Plaintiffs are entitled to have their damages trebled pursuant to N.C.G.S. § 75-16.

**TENTH CLAIM FOR RELIEF**  
**(Punitive Damages For All Plaintiffs)**

104. The previous allegations sets forth in this Complaint are restated and incorporated herein by reference.

105. Defendants' acts and omissions as described herein were intentional.

106. Defendants' acts and omissions as described herein were willful, wanton and malicious



conduct in reckless disregard of and indifference to the rights and well-being of Plaintiffs.

107. Upon information and belief, the corporate officers of Defendants Four Seasons, RMS, and REO participated in or condoned the conduct constituting the aggravating factors giving rise to punitive damages as alleged herein.

108. Plaintiffs are entitled to recover punitive damages in an amount in excess of \$25,000.00 pursuant to N. C. G.S. §1D-1, *et seq.*

**ELEVENTH CLAIM FOR RELIEF**  
**(Civil Conspiracy)**

109. The previous allegations sets forth in this Complaint are restated and incorporated herein by reference.

110. Defendants, and each of them, conspired with each other to do unlawful acts in connection with the trespasses, conversion of Plaintiffs' property, breaches of contract, unfair debt collection practices, negligent acts and omissions, and unfair or deceptive acts or practices in or affecting commerce, and to do other acts and wrongs perpetrated against Plaintiffs as alleged herein.

111. Defendants, and each of them, committed overt acts in furtherance of the aims of their agreement, including, but not limited to, wrongfully entering and asserting control of Plaintiffs' property or directing others to do so.

112. The acts and agreements of Defendants as described herein constitute a civil conspiracy so that each of their acts and omissions are attributable to the other.

113. As a direct and proximate result of the acts committed in furtherance of the conspiracy, Plaintiffs have suffered actual injuries.

114. Plaintiffs are entitled to recover damages from Defendants, and each of them, in an amount in excess of \$25,000.00.

WHEREFORE, Plaintiffs respectfully pray as follows:

1. That they have and recover compensatory damages from Defendants, and each of them, jointly and severally, in an amount in excess of \$25,000.00;
2. That their compensatory damages be trebled pursuant to N.C.G.S. §75-16;
3. That they have and recover punitive damages from Defendants, and each of them, jointly and severally, in an amount in excess of \$25,000.00;
4. That the Senior Rameys have and recover statutory damages from Defendants for each and every statutory violation pursuant to N.C.G.S. §58-70-95, *et. seq.* and N.C.G.S. §75-50, et



seq.;

5. That the costs of this action be taxed against Defendants, including Plaintiffs' reasonable attorneys' fees under N.C.G.S. §75-16.1 and other applicable law;
6. For a trial by jury on all issues of fact; and
7. For such other and further relief as the Court may deem just and proper.

This, the 12<sup>th</sup> of July, 2017.



Edward L. Bleynat, Jr. [SB#16558]



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