



IN THE CIRCUIT COURT OF
TUSCALOOSA COUNTY, ALABAMA

BERT M. GUY; JUSTIN G. WILLIAMS;)
CG HOLDING, LLC; and CAMPBELL)
GUIN, LLC;)

Plaintiffs,)

v.)

CIVIL ACTION NO: _____

ANDREW P. CAMPBELL,)

Defendant.)

COMPLAINT

1. Jay F. Guin, deceased (“Guin”), Bert M. Guy, Justin G. Williams and Andy P. Campbell were the initial voting members, each having ownership and voting membership of twenty-five (25%) percent in both CG Holding, LLC and Campbell Guin, LLC. Jay F. Guin is now deceased and his widow, Denise Guin, is the personal representative of the Jay F. Guin Estate. Andrew P. Campbell was initially the manager of both LLC’s, but is in the process of being removed.

2. The Plaintiffs may sometimes be collectively referred to as “Plaintiffs” or individually as follows: Bert M. Guy (“Guy”); Justin G. Williams (“Williams”); CG Holding, LLC (“CG”); and Campbell Guin, LLC (“Campbell Guin” or “the law firm”). The Defendant will sometimes be referred to as “Defendant” or “Campbell.”

3. Operating Agreements are in place for both CG Holding and the law firm. Plaintiffs have not attached copies of such operating agreements to this Complaint given the confidential nature of the same, but are prepared to file copies of the same with this Court, under seal, pursuant to any order of this Court.

4. On or about January 20, 2017, Campbell, Guin, Guy, and Williams entered into an agreement referred to as "Firm Restructuring Agreement.". Plaintiffs have not attached a copy of the Firm Restructuring Agreement to this Complaint given the confidential nature of the same, but are prepared to file a copy of the same with this Court, under seal, pursuant to any order of this Court.

5. Defendant has failed to comply with the operating agreements and/or the firm restructuring agreement and matters related thereto.

6. While manager of the LLCs, Defendant failed to exercise good faith and otherwise failed to perform certain duties and responsibilities to the LLCs and other members, including, but not limited to failing to comply with certain provisions contained in Articles 4, 6, and 9 of the operating agreement for CG Holding, Articles 4, 6, and 10 of the operating agreement for the law firm.

7. Defendant has breached the firm restructuring agreement in numerous ways including, but not limited to: complying with paragraph 2, complying with paragraph 3; complying with paragraph 4; complying with paragraph 18; and/or otherwise generally failing to comply with the agreement.

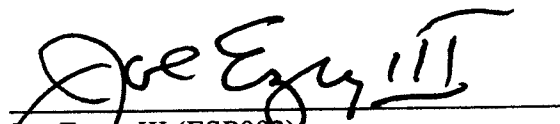
8. Defendant has failed to provide to Plaintiffs the information and documents necessary in order to determine the extent of the failure of the compliance by Defendant in regard to the operating agreements, restructuring agreement and/or his duties and responsibilities as Manager.

9. Defendant has failed to distribute funds due and has further failed to provide an accounting thereof.

10. A justiciable controversy exists between the parties in regard to the LLCs; the restructuring agreement and matters contained therein; the rights, duties and responsibilities between the various parties; the distribution of assets, liabilities, and funds; and the documents and information that the Plaintiffs are entitled to from the Defendant and other related matters.

WHEREFORE, Plaintiffs pray separately and severally for the following relief:

1. A complete and thorough accounting of any and all matters in the possession and/or control of Defendant relating to the LLCs from the inception to present date including full accounting and all information relating thereto as to all matters set forth in the restructuring agreement; all financial accounts; all monies received from the inception by Defendant and others; any and all benefits received by Defendant and/or others and any matters related thereto.
2. A declaration as to the rights, interests, benefits, liabilities and other matters of the parties in regard to all matters relating to the LLCs.
3. That Campbell be ordered to provide all records in his possession relating to any and all aspects of the LLCs to Plaintiffs forthwith.
4. Any and all damages, compensatory or otherwise, to which Plaintiffs would be entitled from Defendant due to his actions and/or inactions.
5. Any and all relief to which Plaintiffs would be entitled.


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Attorney for Plaintiffs

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**PLEASE SERVE THE DEFENDANT BY PROCESS SERVER
AT THE FOLLOWING ADDRESS:**

Andrew P. Campbell
Campbell Guin, LLC
505 20th Street North
Suite 1600
Birmingham, Alabama 35203