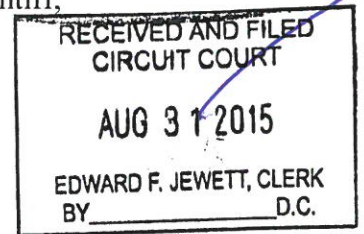


VIRGINIA:
IN THE CIRCUIT COURT FOR THE CITY OF RICHMOND

DEANNA LEWIS
and
HEIRLOOM RESTORATIONS, LLC

Plaintiff,



v.

Case No.: 15-3736-1

JOHN WHITWORTH
and
BENEDICTE WHITWORTH
and
DEWORTH RESTORATION ASSOCIATES, LLC

Defendants,

Necessary Party.

COMPLAINT

COMES NOW the plaintiffs, by counsel, and for their complaint against the defendants John and Benedicte Whitworth, aver the following:

1. Defendant John Whitworth is the husband of Benedicte Whitworth and owns a 25% membership interest in Deworth Restoration Association, LLC (“Deworth”).
2. Benedicte Whithworth is the wife of John Whitworth and owns a 25% membership interest in Deworth.
3. Deanna Lewis owns 100% of Heirloom Restorations, LLC (“Heirloom”) and a 50% membership interest in Deworth.
4. Deanna Lewis is an established real estate entrepreneur and visionary who has transformed numerous properties and is the sole owner of Heirloom.
5. During late 2013, Lewis noticed a real estate listing for 2525, 2523, and 2519 O Street in Church Hill. Lewis developed a vision for the entire O street block and sought private investment partners to help finance her vision (“the project”). Lewis was referred to the Whitworths, with whom she shared her vision and sought referrals

to investors whom might be interested in her project; the Whitworths said they would be interested. The parties formed Deworth.

6. Lewis' arrangement with the Whitworths was that John and Benedicte Whitworth would each own 25 membership units and Lewis would own 50 membership units, leaving Lewis and the Whitworths to be equal partners. The Whitworths were to be silent financiers and provide accounting services behind the scenes, Lewis was to be the face of Deworth and the project and Heirloom would serve as the project manager. The Whitworths specifically stated they did not want their participation in the project to be known to anyone. John Whitworth was a party to a business tort lawsuit with Captain Buzzy's, a Church Hill coffee shop, and a very public feud that surrounded it. Remarkably, John Whitworth knew the Deworth project envisioned a restaurant¹ which would sell alcohol and also that he had represented to the Richmond Circuit Court that he did not possess any interests in any Church Hill establishments or projects which included the public sale of alcohol. Lewis was aware of the lawsuit but not that John Whitworth having an interest in a project that envisioned a Church Hill restaurant that would sell alcohol to the public would be a determinative factor as to whether the Court would find that Captain Buzzy could overcome Whitworth's 1st amendment defense and proceed against him and others.
7. After reaching an agreement with the Whitworths, Lewis tirelessly worked to bring the project to reality over the course of twenty months.² Not only did Lewis do

¹ Specifically, a restaurant was envisioned for the property located at 821 N 25th Street which Lewis intended to, and did, acquire for Deworth. Deworth contracted to purchase this property on June 11, 2014.

² Lewis' efforts included finding the son and sole heir to 821 N 25th Street, a property abandoned after the death of the heir's mother in 2005, informing him that he had title to two

everything to acquire all nine of the properties on the 25th Block of O street, creating great values³, but she also started the process of renovating 2525, 2523, 2521, 2519, 2517 and 2515 O Street through Heirloom. Although all real estate building projects include unforeseen obstacles, particularly when they involve historic properties, the project was moving along smoothly with four of the properties, 2525, 2523, 2521 and 2519 O Street, structurally restored internally and externally, under roof and ready for the rear additions to be built until the Whitworths began interfering with the project beginning in late 2014.

8. On October 1, 2014, Captain Buzzy's lawsuit against John Whitworth was dismissed against him by the Richmond Circuit Court based upon John Whitworth's 1st amendment defense, a defense that relied factually on John Whitworth's representation that he did not possess any interests in any existing or envisioned establishments that would sell alcohol to the public, a false fact John Whitworth kept hidden from everyone except his wife. Lewis, although aware of the lawsuit, was not aware of Mr. Whitworth's false representations to the Court. After said lawsuit was

properties headed for tax sale he did not know he had a right to. This final acquisition ensured that 50+ years of blight would be eliminated from the entire block. Lewis also personally ironed out nine of the individual owner's debts, negotiating down monies owed with debtors and the IRS to ensure that the sellers received fair deals, receiving more money than anticipated for agreeing to sell, settling delinquent property taxes, liens, judgments and assisting with deed issues, etc., enhancing Deworth goodwill as a community oriented developer. Lewis applied for the tax abatement incentives on all eight properties and prepared and submitted the detailed State Tax credit submissions for 2525 and 2523 O Street and conducted extremely detailed historic research uncovering the history of the entire block, its builders and residents for the past 140 years and generated public and Civic support for the project. Lewis obtained the support of the Mayor's office and ensured appropriate, completely new and unprecedented utilities services would be available to complete the project, working directly with the heads of each department of the City of Richmond and Dominion.

³ The last residential property was secured by Deworth on October 14, 2014.

dismissed, John Whitworth and his wife were free to hijack the project and heist the value and profits Lewis had created through her and Heirloom's efforts.

9. In November 2014, the Whitworths ceased paying to Heirloom and Lewis the \$5,000 monthly project management fees and draws on future earnings she had been receiving per an agreement between Lewis and the Whitworths. This act of economic coercion was calculated to bleed Lewis dry financially so that should she would not be in a position to oppose the Whitworths when they unleashed their plan to steal the value Lewis would create in Deworth after the project became fully shovel-ready—it demonstrates clearly the Whitworth's malicious intentions.
10. Putting his scheme into motion, John Whitworth requested on December 3, 2014 that Lewis compile a list of all O Street sub-contractors, her list of contacts that she was working with directly at the City from Code Enforcement Officers, trade and building inspectors, building planners to the department head that would plant the final trees on site, and Dominion Power, the reason provided being, "*in case you are hit by a bus*". Additionally, on March 15, 2015, a request was made for copies of the eight original deeds to the properties. On April 2, 2015, one day after a Board of Zoning ruling where Lewis successfully achieved the lot split off of 2511 O Street, creating a new 2509 O Street buildable lot, a request was made for copies of missing title insurance documents for 2515 & 2517 O Street. The requests show John Whitworth preparing to oust Lewis and steal the value and future profit stream she created.
11. Throughout the end of 2014 and through the filing of this lawsuit, the Whitworths have attempted to transition from private financiers to controlling partners. John Whitworth has colluded with contractors, banks, buyers and others in order to wrest

the project from Lewis and Heirloom, accusing Lewis and Heirloom of failing to perform adequately based upon false or exaggerated complaints. Examples of John Whitworth's interference include:

- a. Heirloom had to fire one of its carpentry trades (Steve Mundie) on March 2, 2015 for overbilling of hours on his time sheets. Shortly thereafter, another of Heirloom's trade contractors followed Mr. Mundie to Mr. Whitworth's house where Mr. Mundie remained for some time. Shortly thereafter, Mr. Mundie began bad-mouthing Heirloom and Lewis to other trade contractors on the project, advising them Heirloom and Lewis had financial issues, encouraging them to exit the project. To prevent the project from imploding, Lewis had to provide assurances to her trade contractors and explain that Mr. Mundie's feedback lacked credibility and that he had been terminated.
- b. On June 18, 2015, the Whitworths directed their counsel to send a letter to Lewis falsely accusing Heirloom and Lewis of managerial improprieties and attempting to "buy-out" Lewis interest in Deworth for a value well below its actual value and extorting Lewis, explicitly threatening to damage her business and professional reputation unless Lewis acquiesced to the Whitworth's draconian and tortious demands. Conveniently, the Whitworths "buy-out" offer would leave Lewis with the restaurant property, 821 N 25th Street, evading from the public the patent dishonesty Mr. Whitworth engaged in when he represented to the Richmond Circuit Court he had no interests in any Church Hill establishments, existing or in the planning stages, which sold or would sell alcohol.

- c. On July 16, 2015 a representative from EVB Bank emailed Lewis, in error, seeking an updated Personal Financial Statement and a 2014 tax return, informing her that John Whitworth had requested that EVB bank move forward with a working capital Line of Credit for Deworth. The Whitworths had not discussed this working capital Line of Credit with Lewis.
- d. On July 22, 2015, Lewis received an email regarding installing electrical service to the remaining eight properties on the block from Dominion Virginia Power saying that, "*Dominion has adjusted your Requested Completion Date per your expected ready date of 8/19/2015 and complete work by 9/14/2015*". Lewis had been the sole contact with Dominion Power but Lewis did not provide Dominion with an "expected ready date" on the development of the remaining eight properties as no date to develop the properties exists.
- e. On July 24, 2015, Lewis interrupted an after-hours meeting on O Street with John Whitworth and Architect Mary Lorino who had presented a proposal to Deworth to work on the project in April 2014.
- f. On August 7, 2015, John Whitworth e-mailed a plumbing contractor of Heirloom's and Lewis', identifying himself as the "silent financing partner", seeking information and requesting that said contractor keep his communications "confidential". The plumbing contractor did not respond to the request and promptly forwarded the e-mail to Lewis.
- g. On August 27, 2015, the Whitworths attempted to orchestrate the real estate closing on 2525 O Street even though Lewis had not accepted the new contract terms proposed by the Whitworths. Even though the Withworths'

counsel had been explicitly advised in writing that Lewis was not agreeable to closing on the property, the Whitworths nevertheless attempted to orchestrate the closing without Lewis' consent, in violation of the Deworth Operating Agreement.

h. Lewis and Heirloom expect to uncover additional acts of interference by the Whitworths during the discovery phase of this lawsuit. Collectively, the facts show that the Whitworths were glad to become covert silent investors in the project but as soon as the Captain Buzzy's lawsuit was resolved in their favor, they set about a scheme to steal the value Lewis created in Deworth as soon as all of the project became shovel-ready.

12. Ever since the Captain Buzzy's lawsuit was dismissed against John Whitworth on October 1, 2014 or soon thereafter, the Whitworths have been scheming to step out of their role as silent investors and tortiously steal the value Lewis and Heirloom have created in the project and Deworth, extracting it for themselves. As soon as Lewis had secured all of the rights to render the entire project shovel-ready, the Whitworths ambushed Lewis and have been attempting to bully her into relinquishing her valuable interest in Deworth for well less than fair value. The Whitworth's improper methods have included criminal extortion and been in clear derogation of Deworth's Operating Agreement. Additionally, the Whitworths have interfered with and damaged the relationship between Lewis / Heirloom and their trade contractors and other key business personnel.

Count I: Tortious Interference with Contract or Expectancy (Lewis)

13. All previous allegations are re-alleged.

14. At all times relevant Plaintiff Lewis possessed a reasonably certain expectancy in the project “the expectancy”, namely consolidating the 25th block of O street and historically redeveloping it and creating several hundreds of thousands of dollars in profits on resale.
15. At all times relevant, the Whitworths knew about the expectancy as they were Lewis’ business partners in the project.
16. Defendants interfered with the expectancy described above via improper methods, by in engaging in independently tortious conduct including defamation, misrepresentation, sharp practices, unethical conduct, deceitful conduct, extortion, threatening frivolous litigation and other such independently tortious improper methods.
17. Defendants’ combined intentional interference by improper methods with the expectancy proximately caused substantial damages to Plaintiff Lewis for which she seeks compensatory damages in an amount to be proved at trial.
18. Defendants willfully and wantonly interfered with the expectancy by improper methods and with actual malice and a reckless disregard of the legal rights of Plaintiff Lewis; as such, Plaintiff Lewis seeks \$350,000 in punitive damages in order to punish these defendants for their conduct and deter them and others from engaging in similarly reprehensible conduct.

Count II: Tortious Interference with Contract or Expectancy (Heirloom)

19. All previous allegations are re-alleged.
20. At all times relevant Plaintiff Heirloom possessed a reasonably certain expectancy in serving as the project manager for the project “the expectancy”, namely managing the

renovation of all of the properties acquired by Deworth on the 25th block of O Street in Church Hill.

21. At all times relevant, the Whitworths knew about the expectancy as they were Lewis' business partners in the project and the members of Deworth had previously agreed Heirloom would manage the project and receive management fees for its services.
22. Defendants interfered with the expectancy described above via improper methods, by in engaging in independently tortious conduct including defamation, misrepresentation, sharp practices, unethical conduct, deceitful conduct, extortion, threatening frivolous litigation and other such independently tortious improper methods.
23. Defendants' combined intentional interference by improper methods with the expectancy proximately caused substantial damages to Plaintiff Heirloom for which it seeks compensatory damages in an amount to be proved at trial.
24. Defendants willfully and wantonly interfered with the expectancy by improper methods and with actual malice and a reckless disregard of the legal rights of Plaintiff; as such, Plaintiff Heirloom seeks \$350,000 in punitive damages in order to punish these defendants for their conduct and deter them and others from engaging in similarly reprehensible conduct.

Count III: Statutory Conspiracy

25. All previous allegations are re-alleged herein.
26. Defendants have hijacked Deworth, stepping out of their agreed upon role as silent investors and completely disregarding Deworth's Operating Agreement. Defendants'

conduct clearly shows that they have combined tortiously to usurp the value Plaintiff Lewis created in the project and Deworth.

27. Defendants violated Virginia Code Section 18.2-499 and 18.2-500 (“the criminal conspiracy statutes”) and are liable therefore as Defendants combined willfully, maliciously and without lawful justification to injure the plaintiffs in their trade and business as alleged above.

28. Although the defendants are husband and wife, they retain certain individual property rights and thus each have an independent stake in the object of the conspiracy.

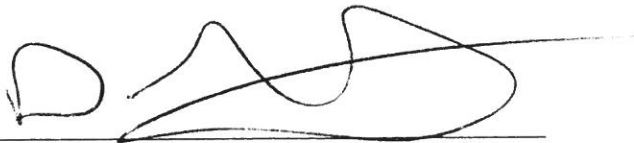
29. Plaintiffs seek attorney’s fees and treble damages over and above their actual damages as permitted under the criminal conspiracy statutes against all defendants, jointly and severally.

WHEREFORE, the plaintiffs, Deanna Lewis and Heirloom Restoration, LLC, by counsel, seeks compensatory damages against the defendants jointly and severally in the amount of \$8,000,000 plus costs and pre-judgment interest; and punitive damages against the defendants in the amount of \$350,000.

TRIAL BY JURY REQUESTED

Deanna Lewis

By Counsel



D. Hayden Fisher, Esquire (VSB# 44061)
Fisher Law
P.O. Box 7321
Richmond, Virginia 23221
(804) 335-1270
(804) 482-2725 (facsimile)

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VIRGINIA:
IN THE CIRCUIT COURT FOR THE CITY OF RICHMOND

DEANNA LEWIS
and
HEIRLOOM RESTORATIONS, LLC
Plaintiff,

v. Case No.: 15-3736-1

JOHN WHITWORTH
and
BENEDICTE WHITWORTH
and
DEWORTH RESTORATION ASSOCIATES, LLC
Defendants,
Necessary Party.

LIS PENDENS NOTICE

STATE OF VIRGINIA

CITY OF RICHMOND

TO THE CLERKED OF COURT FOR THE CITY OF RICHMOND:

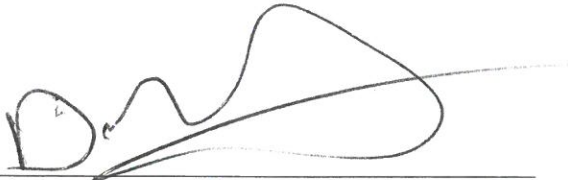
You are hereby notified that on the 31st day of August 2015, suit was instituted by the undersigned in the above captioned case in the Richmond Circuit Court against the parties named above, and that the suit involves and will affect the plaintiff Deanna Lewis' interest, through her membership interest in Deworth Restoration Associates, LLC ("Deworth"), in the real property located and known as 2525 O Street, Richmond, Virginia 23223, as described within Attachment A. The object of the suit is to remedy business torts involving said property among others, including the defendants' efforts to convey said property without actual authority and in derogation of the Operating Agreement of Deworth Restoration Associates, LLC to the detriment of plaintiff Deanna Lewis. The Complaint, filed in the Circuit Court for the City of Richmond, seeks \$8,000,000 in compensatory damages and \$350,000 against the defendants jointly and severally. The owner of said property, Dewoth, is named as a necessary party to the suit.

ADV 10:39

WITNESS MY SIGNATURE this 31st day of August 2015.

Deanna Lewis

By Counsel



D. Hayden Fisher, Esquire (VSB# 44061)
Fisher Law
P.O. Box 7321
Richmond, Virginia 23221
(804) 335-1270
(804) 482-2725 (facsimile)

Subscribed and sworn to before me
this 31 day of August, 2015,
Elizabeth L. Svatos
Notary Public
Commission Expires 2/28/2018

Elizabeth L. Svatos
NOTARY PUBLIC
Commonwealth of Virginia
Reg. # 145222
My Commission Expires 2/28/2018

ATTACHMENT A

2525 O Street:

ALL that certain lot, piece of land, with improvements thereon, lying and being in the City of Richmond, Virginia, known and designated as No. 2525 O Street, and bounded and described as follows:

BEGINNING at the southwestern intersection of O and 26th Streets, thence running westwardly along and fronting on the south line of O Street 20 feet, thence running back southwardly between parallel lines, the eastern one of which is the western line of 26th Street, 90 feet to an alley in the rear 8 feet wide.

BEING a portion of the same property conveyed to DEWORTH RESTORATION ASSOCIATES, LLC, by DEED from MARIE T. CHRISTIAN, dated December 27, 2013, and recorded January 16, 2014, in the Clerk's Office, Circuit Court, City of Richmond, Virginia, as Instrument No. 140000926.

FURTHER BEING the same property conveyed to EDWARD L. CHRISTIAN, by DEED from EARL M. RUSSELL and JEANERRE RUSSELL, husband and wife, dated February 14, 1984, and recorded February 24, 1984 in the Clerk's Office, Circuit Court, City of Richmond, Virginia, Division I, Virginia, in Deed Book 827, Page 1611. The said Edward L. Christian died on December 19, 2012. List of Heirs recorded in the aforesaid Clerk's Office lists MARIE T. CHRISTIAN as sole heir.

INSTRUMENT # 15-16502
 RECORDED IN THE CLERK'S OFFICE OF
 CITY OF RICHMOND ON
 AUG 31 2015 AT 10:39
 EDWARD F. JEWETT, CLERK
 BY: *[Signature]* DEPUTY CLERK



OFFICIAL RECEIPT
CITY OF RICHMOND CIRCUIT COURT
DEED RECEIPT

DATE: 08/31/15 TIME: 10:43:10 ACCOUNT: 760CLR150016502 RECEIPT: 15000032481
CASHIER: JRO REG: RN61 TYPE: NLP PAYMENT: FULL PAYMENT
INSTRUMENT : 150016502 BOOK: PAGE: RECORDED: 08/31/15 AT 10:39
GRANTOR: WHITWORTH, JOHN EX: N LOC: CI
GRANTEE: LEWIS, DEANNA EX: N PCT: 100%
AND ADDRESS : , .
RECEIVED OF : FISHER CLARKE PLLC
CHECK: \$22.50
DESCRIPTION 1: 2525 O ST PAGES: 0 OP: 0
2: NAMES: 0
CONSIDERATION: .00 A/VAL: .00 MAP: E0000380009
PIN:
301 DEEDS 14.50 145 VSLF 1.50
106 TECHNOLOGY TRST FND 5.00 313 FEES - COPIES 1.50
TENDERED : 22.50
AMOUNT PAID: 22.50
CHANGE AMT : .00

CLERK OF COURT: EDWARD F. JEWETT

PAYOR'S COPY
RECEIPT COPY 1 OF 2