

**FILED**  
OCT 27 2014  
MARY B. LONON  
CLERK

AFFIDAVIT

STATE OF TENNESSEE  
COUNTY OF HAYWOOD

I, Michael J. Banks, after first being duly sworn do hereby make the following Affidavit, which is true and correct to the best of my knowledge, information and belief.

That I am the attorney retained by Turnpike Gin, LLC and Turnpike Warehouse Partnership to assist them in an attempt to collect upon an insurance claim against the defendant insurance company, Penn Miller's Insurance Company. The said Penn Miller's Insurance Company is believed to be validly authorized to conduct business in the State of Tennessee.

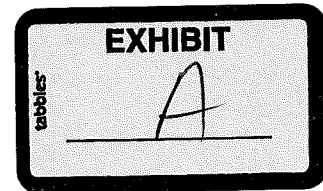
To the best of my knowledge and belief, the last known address for the defendant company is:

Penn Millers Insurance Company  
72 North Franklin Street  
Wilkes-Barre, PA 18701-1301

We are respectfully asking that the Commissioner of the Tennessee Department of Commerce and Insurance issue service of process upon the named company at the above address with receipt of process to be returned to us at the address given below.

BANKS LAW FIRM, P. A.  
108 South Washington, Avenue  
Brownsville, TN 38012

By: *Michael J. Banks*  
Michael J. Banks, License No. 019291

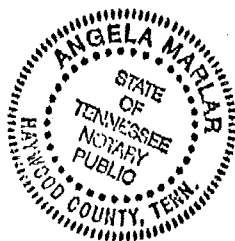


Sworn to and subscribed before me

this 24<sup>th</sup> day of OCTOBER, 2014.

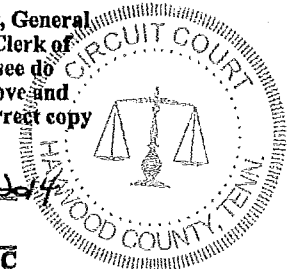
*Angela Marlar*  
NOTARY PUBLIC

My Comm. Expires: 6-22-16

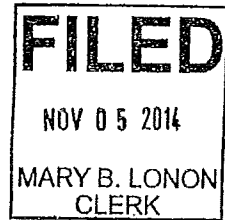


I, Mary B. Lonon, Circuit, General Sessions, Juvenile Court Clerk of Haywood County, Tennessee do hereby certify that the above and foregoing is a true and correct copy of the original.

This November 25<sup>th</sup>  
By *Mary B. Lonon* DC



**STATE OF TENNESSEE**  
**Department of Commerce and Insurance**  
**500 James Robertson Parkway**  
**Nashville, TN 37243-1131**  
**PH - 615.532.5260, FX - 615.532.2788**  
**Jerald.E.Gilbert@tn.gov**



October 30, 2014

Penn Millers Insurance Company  
P O Box P  
Wilkes-Barre, PA 18773  
NAIC # 14982

Certified Mail  
Return Receipt Requested  
7012 3460 0002 8945 6591  
Cashier # 18109

Re: Turnpike Gin, Llc, Et Al V. Penn Millers Insurance Company  
Docket # 2014-Cv-4151

To Whom It May Concern:

Pursuant to Tennessee Code Annotated § 56-2-504 or § 56-2-506, the Department of Commerce and Insurance was served October 30, 2014, on your behalf in connection with the above-styled proceeding. Documentation relating to the subject is herein enclosed.

Jerald E. Gilbert  
Designated Agent  
Service of Process

Enclosures

cc: Circuit Court Clerk  
Haywood County  
100 South Dupree Avenue  
Brownsville, Tn 38012

STATE OF TENNESSEE  
CIRCUIT COURT OF THE TWENTY-EIGHTH JUDICIAL DISTRICT  
HAYWOOD COUNTY AT BROWNSVILLE, TENNESSEE

SUMMONS IN A CIVIL ACTION

TURNPIKE GIN, LLC and  
TURNPIKE WAREHOUSE PARTNERSHIP, LP,

*Plaintiff(s)*

VS.

RULE DOCKET: 2014-CV-4151  
Complaint, Affidavit, & Summons

PENN MILLERS INSURANCE COMPANY,  
*Defendant(s)*

TO THE ABOVE NAMED DEFENDANT(S): Penn Millers Insurance Company  
72 North Franklin Street  
Wilkes-Barre, PA 18701-1301

You are hereby summoned and required to serve upon Michael J. Banks, who is Plaintiff's Attorney and whose address is Banks Law Firm, P. A., 108 South Washington Avenue, Brownsville, Tennessee 38012, an answer to the complaint and Affidavit herewith served upon you, within 30 days after service, exclusive of the day of service. If you fail to do so, a judgment by default can be taken against you for the relief demanded in the complaint.

Issued this 27 day of October, 2014.

MARY BOND LONON, Circuit Court Clerk

By: *Shirley Johnson* D.C.M.

RETURN ON SERVICE OF SUMMONS

I certify that I served this summons on the \_\_\_\_\_ day of \_\_\_\_\_ 2014,  
together with a copy of the Complaint and Affidavit herein as follows: \_\_\_\_\_

\_\_\_\_\_  
(Print server's name legibly)

\_\_\_\_\_  
(Signature) SHERIFF/DEPUTY SHERIFF/CONSTABLE  
(or other Process Server)

(NOTICE (T.C.A. 26-2-114(e)))

TO THE DEFENDANT(S):

Tennessee law provides a FOUR THOUSAND DOLLAR (\$4,000.00) personal property exemption from execution or seizure to satisfy a judgment. If a judgment should be entered against you in this action and you wish to claim property as exempt, you must file a written list, under oath, of the items you wish to claim as exempt with the Clerk of the Court. The list may be filed at any time and may be changed by you thereafter as necessary; however, unless it is filed before the judgment becomes final, it will not be effective as to any execution or garnishment issued prior to the filing of the list. Certain items are automatically exempt by law and do not need to be listed; these include items of necessary wearing apparel for yourself and your family and trunks or other receptacles necessary to contain such apparel, family portraits, the family Bible, and school books. Should any of those items be seized you would have the right to recover them. If you do not understand this exemption right or how to exercise it, you may wish to seek the counsel of a lawyer.

IN THE CIRCUIT COURT FOR THE TWENTY-EIGHTH JUDICIAL DISTRICT AT  
BROWNSVILLE, HAYWOOD COUNTY, TENNESSEE

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TURNPIKE GIN, LLC and  
TURNPIKE WAREHOUSE PARTNERSHIP, LP

Plaintiffs,

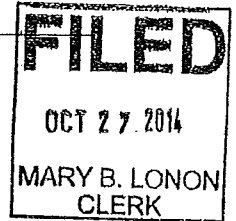
VS.

NO. 2014-CV-4151

PENN MILLERS INSURANCE COMPANY,

Defendant.

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COMPLAINT

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COME now the Plaintiff in this matter and would respectfully show unto the court as follows:

1. That Plaintiff is a Tennessee Limited Liability Company and a general Partnership and has its principal place of business in Haywood County, Tennessee.
2. The Defendant is incorporated in the State of Pennsylvania and is authorized to provide insurance for casualty and property damage in the State of Tennessee.
3. Defendant issued a policy, being #PAC2605175-01 to Plaintiff to cover certain property and business damages. On or about July 18, 2013, Plaintiff experienced damages to the roof and cotton gin due to a windstorm with high velocity winds causing damage to its building's roof which resulted in numerous leaks.

4. The roof had to be replaced for a total cost of \$46,000.00. Plaintiff obtained the services of an independent company, Bigham Roof Consulting, which concluded that the damage to the warehouse was caused by the storm of July 18, 2013.

5. Plaintiff further alleges that Defendant has violated the provisions of TCA 56-7-105 by using bad faith in refusing to pay the claim, which entitles Plaintiff to up to 25% of the liability for the loss plus attorney fees and other loss.

WHEREFORE, Plaintiff respectfully request that:

1. Proper process be issued on the above named Defendant requiring them to answer said Complaint.

2. That this Court find that Defendant owes a duty to Plaintiff under the terms and conditions of the insurance policy.

3. That the Defendant be ordered to pay for the damages sustained to the Plaintiff's buildings.

4. That this Court find that the Defendant acted in bad faith in denying the claim and be responsible for all punitive damages allowed by TCA 56-7-101 et seq.

5. For such other further and general relief as this Honorable Court may deem appropriate.

TURNPIKE GIN, LLC and  
TURNPIKE WAREHOUSE PARTNERSHIP

By: Harris Hughes  
HARRIS HUGHES, Managing Member and  
General Partner

BANKS LAW FIRM, P.A.

By: [Signature]  
MICHAEL J. BANKS #19291  
Attorneys for Plaintiffs  
108 S. Washington Avenue  
Brownsville, Tennessee 38012  
(731) 772-5300

I, Mary B. Lonon, Circuit, General Sessions, Juvenile Court Clerk of Haywood County, Tennessee do hereby certify that the above and foregoing is a true and correct copy of the original.

This November 25, 2014  
Mary B. Lonon  
By [Signature] DC



STATE OF TENNESSEE  
COUNTY OF HAYWOOD

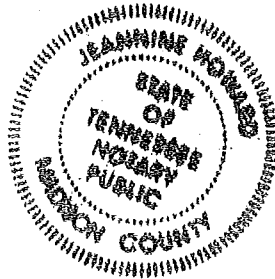
Harris Hughes, after first being duly sworn, makes oath that the facts stated in his foregoing Complaint are true to the best of his knowledge and belief; and that the Complaint is not made out of levity, or by collusion with the Defendant, but in sincerity and truth for the causes mentioned in the Complaint.

[Signature]  
HARRIS HUGHES

Sworn to and subscribed before me this 8 day of October, 2014.

[Signature]  
NOTARY PUBLIC

My Comm. Expires: 08/27/18



**COST BOND**

We hereby acknowledge ourselves sureties for costs in this cause in an amount not to exceed \$500.00.

BANKS LAW FIRM, P. A.

By: [Signature]