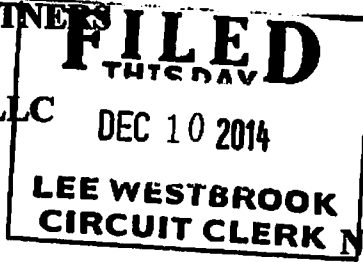


IN THE COUNTY COURT OF MADISON COUNTY

**DOWNTOWN JACKSON PARTNERS
and
DJP MARKETING CENTER, LLC**



PLAINTIFFS

v.

LINDA BRUNE

DEFENDANT

COMPLAINT

COME NOW Downtown Jackson Partners and DJP Marketing Center, LLC, Plaintiffs, by and through their undersigned counsel, and file this Complaint against Linda Brune, the Defendant, as follows:

PARTIES

1. Downtown Jackson Partners (DJP) is a nonprofit corporation formed under the laws of the State of Mississippi and its principal place of business is located in Hinds County, Mississippi.
2. DJP Marketing Center, LLC is a limited liability company formed under the laws of the State of Mississippi and its principal place of business is located in Hinds County, Mississippi.

3. Linda Brune is an adult resident citizen of Madison County, Mississippi and may be served with process at her residential address, which is 6811 Old Canton Road, Apartment 1001, Ridgeland, MS 39157-2143.

JURISDICTION AND VENUE

4. The County Court has jurisdiction over this cause pursuant to Miss. Code Ann. § 9-9-21 because the complaint brought by the Plaintiff is for a matter in which the circuit court has concurrent jurisdiction and the amount of value of the thing in controversy does not exceed, exclusive of costs and interest, the sum of Two Hundred Thousand Dollars (\$200,000.00). Venue is proper in the County Court of Madison County, Mississippi, under Miss. Code Ann. § 11-11-3 (1)(a)(i) because the Defendant resides in this county.

FACTS

5. DJP is a nonprofit corporation, governed by a board of directors, whose President and CEO is Ben Allen.

6. DJP Marketing Center, LLC is a single purpose entity established by DJP for the purpose of administering the business of the marketing center, which is a conference and meeting facility located adjacent to DJP's offices.

7. The Defendant worked as an administrative assistant for DJP for several years until she was terminated on July 25, 2014 for sharing confidential corporation information with a reporter from the Clarion Ledger.

8. In connection with her employment the Defendant was entrusted with custody of the physical checks for the two respective checking accounts for plaintiffs DJP and DJP Marketing Center, LLC. Although the Defendant was authorized to fill out physical checks, she was not authorized to enter payees (unless requested to by the President), sign her name, or the name of anyone else, on the check signature line. Additionally, she was not authorized to enter her own name as a payee of any check. In that regard, DJP authorized Mr. Allen to sign checks up to the sum of \$4,999.99 without a second signature from authorized signature bearers.

9. The Defendant's work responsibilities included retrieving and opening DJP's mail.

10. Subsequent to the Defendant's termination DJP discovered that she had embezzled 38 check instruments representing a total sum of \$40,439.43 in DJP bank funds by secretly and fraudulently filling out checks from the DJP and Marketing Center accounts, making the checks payable to her, and by forging Mr. Allen's signature on each of the checks. The Defendant further concealed her embezzlement scheme by altering the images of the checks found on the monthly bank statements for the DJP and Marketing Center accounts. Specifically, the Defendant "whited out" her name on the payee line of the image of the forged checks appearing on the bank statements and in turn falsely and fraudulently wrote

on the payee lines the names of various vendors of DJP. The Defendant then photocopied the fabricated monthly bank statement pages, to conceal the “white out” and the original ink used to write in the fabricated vendor payee names. The Defendant then inserted into the company’s business records the photocopies of the altered pages of the monthly bank statements. The Defendant also fabricated “backup” information in connection with these forged checks that she supplied to DJP’s accountants.

11. The dollar amount of the 38 checks that the Defendant forged and cashed were \$35,881.13 from the DJP account and \$4,558.00 from the Marketing Center account.

12. In nearly every instance the Defendant negotiated these forged checks by depositing them into her personal checking account at State Bank and Trust Company, which has a branch in downtown Jackson near DJP’s office.

COUNT I: FRAUD

13. The Plaintiffs incorporate all previous paragraphs as if stated herein.

14. The actions of the Defendant constitute fraud. The Defendant, with the intent to deceive the Plaintiffs, knowingly concealed from the Plaintiffs and their accountants that she had forged Mr. Allen’s signature on checks totaling \$40,439.43 and in turn whited out and fabricated the payee lines for images of these checks appearing on the monthly bank statements by substituting her name

for fictitious vendor payees. DJP relied on the Defendant's misrepresentations and concealments, and was unaware of them until their discovery following the Defendant's termination, and would have taken action against the Defendant had they been discovered before her termination. As a result of the Defendant's fraudulent scheme the Plaintiffs have been damaged.

COUNT II: CONVERSION

15. The Plaintiffs incorporate all previous paragraphs as if stated herein.

16. The actions of the Defendant constitute conversion. The Plaintiffs owned or had the right to possess the checking account funds described herein at the time of the interference by the Defendant. The Defendant intentionally interfered with the Plaintiffs' rights to possess and enjoy the funds by engaging in the forgery and fabrication scheme described herein. The Defendant's actions deprived the Plaintiffs of possession of the checking account funds. The Defendant's interference caused damages to the Plaintiffs.

COUNT IV: BREACH OF FIDUCIARY DUTY

17. The Plaintiffs incorporate all previous paragraphs as if stated herein.

18. The Defendant had a fiduciary relationship with the Plaintiffs. The Defendant breached that fiduciary relationship by engaging in the forgery and

fabrication scheme described herein. The Plaintiffs were damaged by the Defendant's breach of that fiduciary relationship.

**COUNT V: UNJUST ENRICHMENT/ MONEY HAD
AND RECEIVED**

19. The Plaintiffs incorporate all previous paragraphs as if stated herein.

20. The Defendant was paid money through mistake of fact on the part of the Plaintiffs, and she has been unjustly enriched at the expense of the Plaintiffs, and in equity and good conscience the Defendant should be required to refund the money that she obtained through the checks made payable to her and that she in turn negotiated for payment.

WHEREFORE, PREMISES CONSIDERED, the Plaintiffs pray that the Court will enter judgment against the Defendant Linda Brune and for the Plaintiff Downtown Jackson Partners in the amount of \$35,881.13, enter judgment against the Defendant Linda Brune and for the Plaintiff DJP Marketing Center, LLC, in the amount of \$4,558.00; include in the judgment t or judgments an award of punitive damages against the Defendant in an amount to be determined as the relevant facts are adduced; include in the judgment or judgments an award of pre-judgment and post-judgment interest on each amount until paid; and include an award of all costs and attorney's fees incurred by the Plaintiff Downtown Jackson Partners in pursuing this action.

Respectfully submitted,

**DOWNTOWN JACKSON PARTNERS
and
DJP MARKETING CENTER, LLC
PLAINTIFFS.**

By:


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