

IN THE CHANCERY COURT OF LOUDON COUNTY, TENNESSEE

DAVID AARON, and  
PAM AARON,

Plaintiffs,

v.

SHUBERT MOTORS SALES, INC.,  
MIKE SHUBERT, and  
MARK SHUBERT,

Defendants.

No. 12493

**COMPLAINT**

Come the Plaintiffs, David Aaron and Pam Aaron, ("Plaintiffs") by and through their attorneys, Farinash & Hayduk, and for their complaint against the Defendants, Shubert Motors Sales Inc., Mike Shubert and Mark Shubert, ("Defendants"), allege and say as follows:

1. This case concerns the breach of a of a Demand Promissory Note (the "Note") executed by the Defendants, Shubert Motors Sales Inc., Mike Shubert and Mark Shubert, on or about December 29, 2016, made payable to Plaintiffs.

2. David Aaron and Pam Aaron reside in Lenoir City, Loudon County, Tennessee.

3. The Defendants Mike Shubert and Mark Shubert own Shubert Motors Sales, Inc., with principal and registered agent offices located at 524 Highway 321 North, Lenoir City, Tennessee, 37771-6540. Shubert Motor Sales, Inc., can be served with process through its Register Agent for Service of Process Mark Shubert at 524 Highway 321 North, Lenoir City, Tennessee 37771-6540.

4. The Defendant Mark Shubert, resides at 3000 Hirst Circle, Lenoir City, Tennessee, 37772, and can be served with process at that address.

FILED 10 DAY OF Feb 2017  
AT 1:30 P M  
*Fred Ch...*  
LOUDON CO. CLERK & MASTER *CB*

5. Mike Shubert resides at 200 Oak Chase Boulevard, Lenior City, Tennessee, 37772, and can be served with process at that address.

6. Jurisdiction and venue are proper in this forum.

7. On or about December 29, 2016, the Defendants executed and delivered to David Aaron and Pam Aaron the Note in the original amount of \$500,000.00. A copy of the Promissory Note is attached hereto and incorporated herein as Exhibit A.

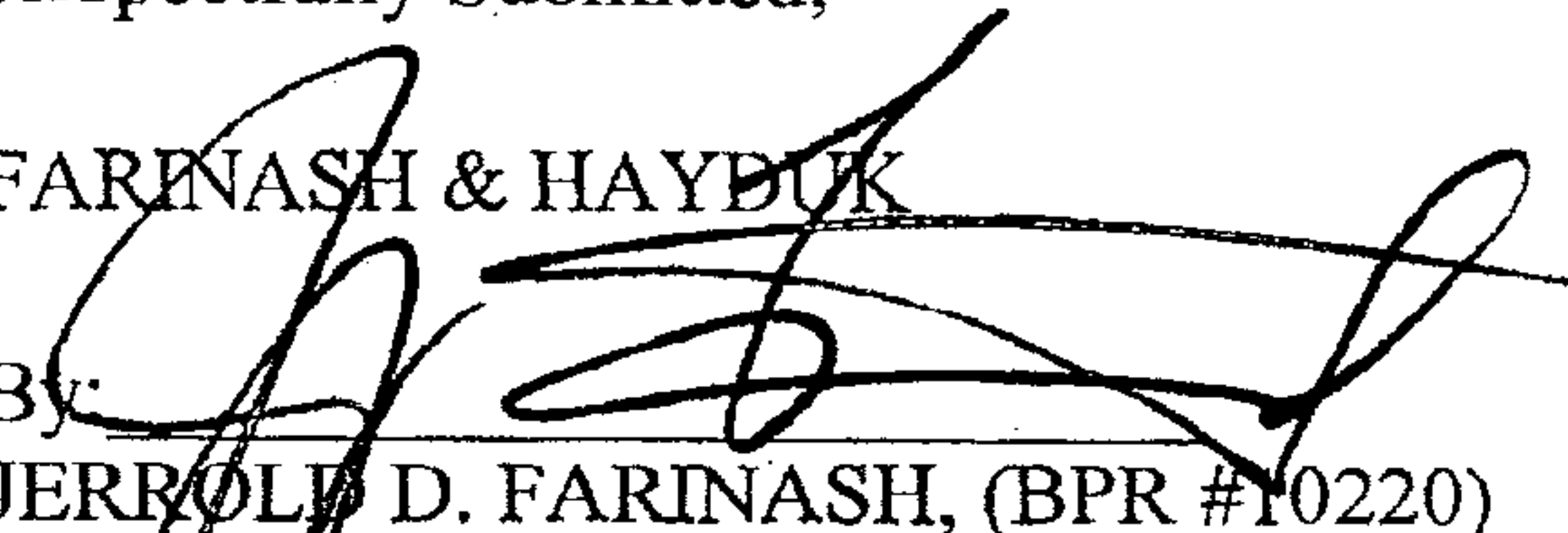
8. The Defendants have defaulted in their obligations under the Note. Plaintiffs made demand for payment upon the Defendants and, the default having not been cured, Plaintiffs are entitled to a judgment against Defendants in the amount of \$500,000.00, as of the date of the filing of this case, plus interest, cost of collection and enforcement, including reasonable attorneys fees.

WHEREFORE, David and Pam Aaron pray for relief as follows:

- a. That proper process issue to Shubert Motor Sales, Inc., Mike Shubert and Mark Shubert, requiring each of them to answer this Complaint within the time allowed by law;
- b. That the Court enter a judgment against Shubert Motor Sales, Inc., Mike Shubert and Mark Shubert in an amount not less than \$500,000.00 plus interest, attorney's fees and cost of collection;
- c. That all court costs be taxed against the Defendants; and
- d. That Plaintiffs be awarded any and all other just and proper relief to which they are entitled.

Respectfully Submitted,

FARINASH & HAYDUK

By:   
JERROLD D. FARINASH, (BPR #10220)  
Attorneys for Plaintiff  
100 West M L King Blvd, Ste. 816  
Chattanooga, Tennessee 37402  
[jdf@fandhlawfirm.com](mailto:jdf@fandhlawfirm.com)  
(423) 805-3100

**DEMAND PROMISSORY NOTE**

\$ 500,000  
Amount

Lenoir City, Tennessee  
City, State

January 1, 2017  
Date

FOR VALUE RECEIVED, the Undersigned acknowledge that they are indebted to the Lender in the amount stated herein and promises to pay on demand to the order of DAVID AARON and/or PAM AARON, individuals, with a principal residence at 119 Griffin Circle, Loudon, Tennessee 37774 (the "Lender"), the principal sum of Five Hundred Thousand Dollars (\$500,000).

The Undersigned agrees to pay a minimum of four thousand dollars, \$4,000, to the Lender on the 15<sup>th</sup> of each month, beginning January 15, 2017, until which time the principal balance has been paid in full, with a maturity date of 125 months, ending June 15, 2026. All installments, prepayments, and other payments of principal are payable to Lender at 119 Griffin Circle, Loudon, Tennessee 37774, or at such other place as the Lender or holder may hereafter and from time to time designate in writing.

This Note may be prepaid, in whole or in part, without penalty at any time. At maturity, or default or failure to pay any installment of principal required herein, the entire balance shall be immediately due and payable. Any remedy of Lender or holder upon default of the Undersigned shall be cumulative and not exclusive and choice of remedy shall be at the sole election of Lender or holder. The Undersigned agrees to pay all costs of collection, including reasonable attorney's fees, whether or not any suit, civil action, or other proceeding at law or in equity, is commenced. The Undersigned waives demand, presentment for payment, protest and notice of protest and nonpayment of this Note and expressly agrees to remain bound for the payment of principal and other sums provided for by the terms of this Note, notwithstanding any extension or extensions of the time of, or for the payment of, said principal. No delay or omission on the part of the Lender or holder in exercising any rights shall operate as a waiver of such right. This Note shall be governed by the laws of the State of Tennessee, and each party hereto agrees to venue and jurisdiction in the federal and state courts located in Loudon County, Tennessee.

Executed this 29th day of December, 2016.

Undersigned

Shubert Motors Inc.  
Shubert Motors, Inc.

Mike Shubert  
Mike Shubert

Mark A. Shubert  
Mark Shubert

*98*

FILED 10 DAY OF Feb 20 17  
AT 1:30 P M  
Fred Chancey  
LOUDON CO. CLERK & MASTER *CS*

