

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF FLORIDA
PENSACOLA DIVISION**

JOHN BRIER, an individual, EUGENE
GRIDNEV, an individual, MARK MURPHY,
an individual, and PHILA KEANE, an
individual,

Case No.:

Plaintiffs,

v.

KEITH DE CAY, an individual,

Defendant.

COMPLAINT

Plaintiffs, JOHN BRIER, EUGENE GRIDNEV, MARK MURPHY and PHILA KEANE,
hereby file this Complaint against Defendant, KEITH DE CAY, and allege the following:

JURISDICTION, VENUE & PARTIES

1. This is an action for damages that exceed \$75,000.00, exclusive of interest, costs, and attorney's fees.
2. Plaintiff, BRIER, is an adult individual who is a citizen of and domiciled in the State of Florida.
3. Plaintiff, GRIDNEV, is an adult individual who is a citizen of and domiciled in the State of Texas.
4. Plaintiff, MURPHY, is an adult individual who is a citizen of and domiciled in the Republic of Ireland.

5. Plaintiff, KEANE, is an adult individual who is a citizen of and domiciled in the Republic of Ireland.

6. Defendant, DE CAY, is an adult individual who is a citizen of and domiciled in the State of Georgia.

7. This Court has jurisdiction pursuant to 28 U.S.C. § 1332(a), as all parties are completely diverse and the amount in controversy exceeds \$75,000.00.

8. Venue is proper in the Northern District of Florida, Pensacola Division, pursuant to 28 U.S.C. § 1391(b), as a substantial part of the events or omissions by Defendant giving rise to the claim, *i.e.*, failure to make payments, occurred, or should have occurred, in the Northern District of Florida, where Plaintiff BRIER resides.

GENERAL ALLEGATIONS

9. On or about March 29, 2015, Defendant executed a written settlement agreement with Plaintiffs related to a dispute concerning certain real estate investments (“Agreement”). A true and correct copy of the Agreement is attached hereto as **Exhibit A**.

10. The primary purpose of the Agreement was to compensate the Plaintiffs for investments they had made in a deceptive real estate scheme. In exchange, among other things, the Plaintiffs agreed to cease any further civil or criminal actions.

11. In addition, any rights to title in the investments held by Plaintiffs would be transferred to Defendant in exchange for payments of sums certain.

12. However, in or about October 2015, Defendant failed to make payment and breached the Agreement.

13. As a result, on or about December 13, 2015, the parties renegotiated the terms of the settlement and executed a settlement amendment (“Amended Agreement”). A true and correct copy of the Amended Agreement is attached hereto as **Exhibit B**.

14. The Amended Agreement required Defendant to make full payment in the amount of \$94,000.00 to the Plaintiffs on or before January 15, 2016.

15. However, despite the clear and unambiguous language of the Amended Agreement, Defendant failed to make payment and breached the contract.

16. Due to the Defendant’s nonpayment, Plaintiffs have been forced to bring this action and seek damages. Plaintiffs have retained the undersigned firm and are obligated to pay reasonable attorneys’ fees to such firm.

17. All conditions precedent to this action have been performed or waived.

COUNT I
Breach of Contract

18. Plaintiffs repeat and re-allege paragraphs 1 through 17 as if fully incorporated herein.

19. Plaintiffs and Defendant entered into a valid and binding contract, *i.e.*, the settlement Agreement and Amended Agreement. See Exhibits A & B.

20. Defendant materially breached the contract by failing to make payment upon the date specified therein.

21. As a result of the material breach by Defendant, Plaintiffs have incurred damages in the amount of \$94,000.00.

WHEREFORE, Plaintiffs demand judgment against Defendant for damages, attorney’s fees pursuant to the Agreement, prejudgment and post-judgment interest, costs and for such other and further relief that the Court deems just and proper.

Date: March 31, 2016

MORGAN & MORGAN, P.A.
Business Trial Group

/s/Roger C. Brown

Roger C. Brown

Florida Bar No. 43404

Alexander J. Brown

Florida Bar No. 95897

3298 Summit Blvd., Ste. 22

Pensacola, FL 32503

Telephone: (561) 227-5858

Facsimile: (561) 227-5859

RBrown@forthepeople.com

AlexBrown@forthepeople.com

Attorneys for Plaintiffs

EXHIBIT A

31 March 2015
11:11

Settlement agreement between Billy Davis of Long Island Investments, LTD along with all of his agents and the sellers of four lots to John Brier (1), Eugene Gridnev (2), Mark Murphy and Phila Keane (1)

A settlement agreement is a legal document agreed to by two or more parties who are in dispute over property. Crafted outside of a Court and meant to be the final word on a given dispute, a settlement agreement is legally binding. Therefore this agreement is a legally binding agreement.

This Settlement Agreement is entered into as of March 29, 2015 and is made among Billy Davis, Long Island Investments LTD, along with all of its agents and assigns on the one part, and John Brier, Eugene Gridnev, Mark Murphy and Phila Keane (Long Island Lot Owners), of the other part, Billy Davis, Long Island Investments LTD, their agents and assigns will be (Party A) and John Brier, Eugene Gridnev, Mark Murphy and Phila Keane will be (Party B) and collectively, they shall be referred to as the "Parties".

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, with intent to be legally binding hereby, the parties herein agree as follows:

All parties agree to enter into a group settlement; whereas each will agree to drop all requests for criminal and administrative proceedings, including any and all emails and websites against all parties. All parties to this agreement agree to abide by a mutual confidentiality agreement. Therefore agree not to publicly or privately communicate adversely about any of the parties. All parties will cease communication with any people, companies or media groups regarding this situation. All parties agree to inform anyone with whom they contacted prior to the agreement and let them know an amicable agreement has been reached. All parties agree to take down all negative material on any of the domain names and to abide by a cease and desist of hostilities by all parties. All actions by all parties conclude by 9:00 PM EST, March 29th 2015

Derogatory information on the following web sites will be taken down as of this date as "Good Faith" once Keith De Cay has made a good faith payment of \$1,000.00 paid to the PayPal account of Party B member John Brier at PayPal address jbrier@tinbu.com. This payment will count towards the initial \$3,000.00 per lot payment due to Brier on April 3, 2015, as outlined below in this agreement, leaving the April 3, 2015 balance due Brier on the initial \$3,000.00 payment to \$2,000.00.

AlbertJansenBahamas.com
BahamasLandFraud.com

BD
KD - JB
EG @
MM

BahamasLandInvestment.com
bahamaslandsales.com
BillyDavisBahamas.com
JVInvestmentsLTD.com
LongIslandInvestmentFraud.com
LongIslandInvestmentsFraud.com
LongIslandLots.com
PhillipLundyBahamas.com
RumCayFraud.com
You-Tube Videos
JohnBrier.org
JohnBrier.net

Billy Davis, his agents and companies, agree they will not engage in any false or deceptive marketing practices at anytime in the future as it pertains to selling land or lots in the Bahamas, and that any sales in the future will only be done when in compliance of all relevant laws in the Bahamas.

This settlement agreement covers a purchase provision as it relates to the lots purchased from Party B. There are four lots purchased by Party B that will be transferred to Keith De Cay under the terms of this sales and settlement agreement.

These four lots are "lot #68" purchased by Brier, "lot # 73" purchased by Murphy/Keane, and "lots70 # and #71" purchased by Gridnev. Under the terms of this settlement agreement to cover the repayment of initial capital and compensate each lot owner for the stress, defamation and emotional duress this situation has inflicted on each member of Party B, as well as the hours of time and money they have invested into resolving this situation, these lot purchases will entitle the lot owner to \$40,000.00 per lot to be paid to them as follows.

1) Initial payment per lot: \$ 3,000.00 by April 3.

2) Monthly payments of \$2,500.00 per lot a month starting May 1, 2015 until balance is paid off or until subdivision is approved, then final payment on the balance of \$40,000.00 will be due in 30 days. If any payment is not made by the 5th day of any month during the term of this agreement, to any of the individual members of Party B, each member of Party B will have the right to declare this agreement in default and void and all their rights will be restored in full. Should this agreement go into default each lot owner will retain full ownership of their individual lot(s), and they shall be free to pursue all members of Party A to this agreement for all applicable damages, including court costs and attorney fees.

80
AD
25
MIL

3) All payments will be electronic transfers to each of the seller's bank accounts as provided by each member of Party B.

4) All parties agree to pay \$10,000 over whatever has paid to them directly from Keith De Cay for each lot specific lot(s) if the seller of the lot opts to re-purchased their lot or lots within the 1-year of the signing of this agreement. Mr. De Cay agrees to cover all tax stamps, legal fees, recording fees, etc., needed to place the lot under the sellers' name(s) if it has not been done so already. All sellers' rights of re-purchase expire on April 2, 2016 if written notice is not given to Keith De Cay.

5) Title to lots and any registration of the lots into Keith De Cay's name will not pass until final payment is made by Mr. De Cay completing the \$40,000.00 per lot due each member of Party B. Then each seller will sign a Quit Claim Deed to transfer their lot or lots to Mr. De Cay at no additional cost to each member of Party B.

6) Party A will provide each member of Party B with detailed written reports via email twice a month regarding to the status of the subdivision application and approval, to include supporting documents. All of this information will remain confidential and Party B will not share it with any outside party. Party A will provide each member of Party B with a survey showing the exact coordinates and location of each of their lots which will correspond with the location of each lot as originally described at the time of purchase no later than April 15, 2015. All parties agree that electronic signatures and emailed or faxed documents as it pertains to this settlement are acceptable and valid.



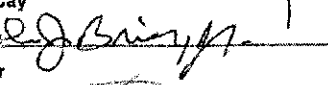

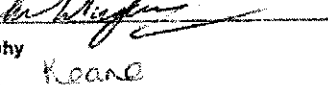



		<u>March 30, 2015</u>
Billy Davis	Keith De Cay	Date
		<u>30 MARCH, 2015</u>
Keith De Cay	John Orier	Date
		<u>March 30, 2015</u>
Eugene Gridnev	Mark Murphy	Date
		<u>31/03/2015</u>
Phila Keane	Phila Keane	Date

EXHIBIT B

Settlement Amendment

This agreement amends the previously executed settlement agreement arising from a dispute over land purchases on Long Island, Bahamas, between the SELLER Billy Wayne Davis, and his agents and affiliated associates, and the buyers; John Joseph Brier, Jr., Mark Murphy, Eugene Gridnev. The previously entered into settlement agreement called for the BUYERS to transfer their claims in the disputed property pursuant to a series of payments to be made to the BUYERS by Keith DeCay. Presently the settlement agreement is in default due to the payment schedule to the BUYERS not being honored as agreed. The BUYERS hereby agree to amend the existing settlement agreement, and suspend the official declaration of that settlement agreement being in breach, under the following terms:

- A) Keith DeCay agrees to pay Mark Murphy the sum of U.S. \$22,000.00, plus \$1,500.00 in late fees, on or before January 15, 2016. The total to be paid to Mark Murphy is \$23,500.00. This is the balance due under the existing settlement agreement plus late fees in regards to a single disputed lot purchase by Mark Murphy in the name of Phila Keane.
- B) Keith DeCay agrees to pay Eugene Gridnev the sum of U.S. \$44,000.00, plus \$3,000 in late fees, on or before January 15, 2016. The total to be paid to Eugene Gridnev is \$47,000. This is the balance due under the existing settlement agreement plus late fees in regards to a disputed purchase of two lots by Eugene Gridnev.
- C) Keith DeCay agrees to pay John Joseph Brier, Jr. the sum of U.S. \$22,000.00, plus \$1,500.00 in late fees, on or before January 15, 2016. The total to be paid to Mark Murphy is \$23,500.00. This is the balance due under the existing settlement agreement plus late fees in regards to a single disputed lot purchase by John Joseph Brier, Jr.

The total amount to be paid to the BUYERS on or before January 15, 2016, is U.S. \$94,000.00. Partial payment will not be accepted by the BUYERS. All BUYERS must be paid in full by January 15, 2016, in order for the currently defaulted settlement agreement to be brought in compliance and completed. If BUYERS are not paid in full as outlined in this amended agreement on or before January 15, 2016, BUYERS will declare the settlement agreement terminated with cause and BUYERS will have all rights and privileges restored in regards to pursuing all investigative and law enforcement actions, and any desired civil actions and sanctions, against SELLER and his agents and affiliated associates. Parties agree to accept electronic transmitted signed copies of this settlement amendment.

Signed <u>[Signature]</u> Mark Murphy	Date <u>12/13/2015</u>
Signed <u>[Signature]</u> Phila Keane	Date <u>12/2/2015</u>
Signed <u>[Signature]</u> Eugene Gridnev	Date <u>12/12/2015</u>
Signed <u>[Signature]</u> John Joseph Brier, Jr.	Date <u>12/12/2015</u>
Signed <u>[Signature]</u> Keith DeCay	Date <u>12/13/2015</u>

JS 44 (Rev. 11/15)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS
 JOHN BRIER, an individual; EUGENE GRIDNEV, an individual; MARK MURPHY, an individual and PHILA KEANE, an individual

(b) County of Residence of First Listed Plaintiff Escambia
 (EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)
 Roger C. Brown
 Alexander J. Brown, Morgan & Morgan, P.A., 3298 Summit Blvd., Ste. 22, Pensacola, FL 32503

DEFENDANTS
 KEITH DE CAY, an individual

County of Residence of First Listed Defendant Fulton
 (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

1 U.S. Government Plaintiff

2 U.S. Government Defendant

3 Federal Question (U.S. Government Not a Party)

4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

	PTF	DEF		PTF	DEF
Citizen of This State	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input checked="" type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FOREFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input checked="" type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes

V. ORIGIN (Place an "X" in One Box Only)

1 Original Proceeding 2 Removed from State Court 3 Remanded from Appellate Court 4 Reinstated or Reopened 5 Transferred from Another District (specify) 6 Multidistrict Litigation

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
28 USC 1332: Failure to pay under settlement agreement

Brief description of cause:

VII. REQUESTED IN COMPLAINT: CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ 94,000.00 CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY (See instructions): JUDGE _____ DOCKET NUMBER _____

DATE 3/31/16 SIGNATURE OF ATTORNEY OF RECORD [Signature]

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Northern District of Florida

JOHN BRIER, an individual; EUGENE GRIDNEV, an individual; MARK MURPHY, an individual and PHILA KEANE, an individual

Plaintiff(s)

v.

KEITH DE CAY, an individual

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) Keith De Cay
629 Boulevard NE, Unit A
Atlanta, GA 30308-2701

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Roger C. Brown
Morgan & Morgan, P.A.
1641 Worthington Road, Suite 100
West Palm Beach, FL 33409

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date:

Signature of Clerk or Deputy Clerk