

**IN THE COUNTY COURT OF HARRISON COUNTY, MISSISSIPPI  
FIRST JUDICIAL DISTRICT**

GAYLE PARKER  
CIRCUIT CLERK  
BY: Quinn Starnes D.C.

**QUENTIN M. BELL AND SHARONDA R. BELL**

**PLAINTIFF**

vs.

**CAUSE NO. -**24CO1-14-1583

**MARK GIBSON, COURT PROPERTIES, INC.,  
TOWER LOAN OF MISSISSIPPI, LLC**

**DEFENDANTS**

**COMPLAINT**

COMES NOW Plaintiffs, Quentin M. Bell and Sharonda R. Bell, (hereinafter “Quentin”, “Sharonda” or the “Bells”) by and through their attorney, and files this Complaint, individually and collectively against Defendants, Mark Gibson, individually, Court Properties, Inc., (“Court Properties”) and Tower Loan of Mississippi, LLC (“Tower Loan”), collectively hereinafter referred to as (“Defendants”) and in support thereof would respectfully show unto the Court the following:

**JURISDICTION & VENUE**

1. Jurisdiction is conferred on this Court pursuant to Miss. Code Ann. § 9-9-21.
2. This Court has both personal and subject matter jurisdiction to hear this case.
3. Venue is proper in this District because acts/omissions and transactions occurred here, the Bells reside here, and the Defendants transact business here.

**PARTIES**

4. The Bells reside at 788 Bethel Drive, Pass Christian, Mississippi 39571.
5. Mark Gibson is the president, owner and sole shareholder of Court Properties. Mark Gibson is domiciled in and resides in Mississippi. Mark Gibson acting in concert with Court Properties and Tower Loan, established, directed, and/or ratified the unfair and deceptive

business practices described in this complaint. The Defendants are co-venturers in a joint venture to profit from exploiting financially strapped individuals. Mark Gibson can be served 70 Magnolia Ridge Lane, Carriere, Mississippi 39426.

6. Court Properties is a Mississippi corporation licensed to do business in the State of Mississippi. Court Properties, acting in concert with Mark Gibson and Tower Loan, established, directed, and/or ratified the unfair and deceptive business practices described in this complaint. The Defendants are co-venturers in a joint venture to profit from exploiting financially strapped individuals. Court Properties may be served through its registered agent, Mark Gibson at 70 Magnolia Ridge Lane, Carriere, Mississippi 39426.

7. Tower Loan is a Mississippi limited liability company licensed to do business in the State of Mississippi. Tower Loan, acting in concert with Mark Gibson and Court Properties established, directed, and/or ratified the unfair and deceptive business practices described in this complaint. The Defendants are co-venturers in a joint venture to profit from exploiting financially strapped individuals. Tower Loan may be served through its registered agent, John Tucker at 406 Liberty Park Court, Flowood, Mississippi 39232.

### **FACTS**

8. In 2001 the Bells purchased a home located at 403 Oak Park Drive, Pass Christian, Mississippi 39531.

9. In 2009, the Bells obtained a loan from Tower Loan in the amount of \$39,060.00 The Bells' home was collateral for this loan. *Ex A.*

10. Tower Loan offered to refinance the Bells' mortgage loan. On November 16, 2009, the Bells refinanced their mortgage loan with Tower Loan. The new loan was \$8,892.00.00. *Ex B.*

11. A year later Tower Loan offered to refinance the Bells' mortgage loan another time. Believing that Tower Loan was recommending the refinance and that the transaction was valuable to them, the Bells refinanced their mortgage loan with Tower Loan. The new loan was \$18,480.00. Said loan was secured by a deed of trust on the Bell's home. *Ex C.*

12. Tower Loan then offered to refinance the Bells' mortgage loan a third time – 8 days later. On December 14, 2010, the Bells refinanced their mortgage loan with Tower Loan. The loan was \$18,480.00. Said loan was secured by a deed of trust on the Bell's home. *Ex D.*

13. Upon information and belief in January of 2012, the Bells owed Tower Loan approximately \$12,000.00 on the mortgage loan. At this same time, the Bells' home was worth approximately \$85,000 to 100,000.00.

14. The Bells had substantial equity in their home and they wanted to protect this asset.

15. In 2013, the Bells contacted Tower Loan to discuss their mortgage payment. The Bells were trying to stay current on their mortgage.

16. On behalf of the Bell family, Quentin spoke with Sabrina Summerlin of Tower Loan. Sabrina asked Quentin to make a payment on the mortgage/deed of trust.

17. On Sabrina's request, Quentin then drove to the Waveland, Mississippi branch of Tower Loan to make a payment.

18. When Quentin arrived, Sabrina was not available to assist Quentin. So, Quentin spoke with "Derek" in the Gulfport branch via telephone.

19. Derek told Quentin that his loan was in default and Tower Loan was going to foreclosure. Derek then ended the conversation with Quentin.

20. Quentin told Sharonda about his conversation with Derek.
21. The threatened foreclosure scared the Bells.
22. The Bells were upset by the thought of losing their home. The Bells were desperate to avoid foreclosure.
23. As the fear of losing their home was sinking in, Derek from Tower Loan called Quentin and told Quentin that Tower Loan had a solution to his foreclosure problem.
24. Derek told Quentin that Tower Loan had a relationship with a guy who helps people in bad situations. Derek explained this guy buys loans from Tower Loan and works with people like the Bells to keep their home and avoid foreclosure.
25. This guy turned out to be Mark Gibson (“Gibson”).
26. Derek told Quentin that Gibson, “usually buys loans from us”.
27. Derek told Quentin that Tower Loan had worked with Gibson in the past.
28. Derek ended the conversation with Quentin and a few minutes later Gibson called Quentin.
29. Gibson echoed the words of Tower Loan. It seemed as if Tower Loan and Gibson were on the same page. Gibson told Quentin that he helps people out of bad situations.
30. Gibson said that Tower Loan had told him about Quentin’s problem. Gibson stated he was willing to help. Gibson told Quentin that he buys loans from Tower Loan “all the time”.
31. Gibson told Quentin that he would buy Quentin’s loan from Tower Loan and give Quentin a better interest rate. Gibson told Quentin that he could keep his home. Gibson said, “you still own your property” and “all I want is my money”.

32. The Bells were desperate to save their home. They were facing a foreclosure sale by Tower Loan.

33. The Bells' situation did not afford them much time or multiple options.

34. The Bells believed Gibson was a legitimate solution to their problem. The Bells believed that Derek at Tower Loan was referring them to a trustworthy person. The Bells relied on the advice of Tower Loan and Gibson's representations.

35. On September 20, 2013, Quentin and Sharonda traveled to Gibson's office in Picayune, Mississippi to finalize the transaction and avoid foreclosure. (the "September 20, 2013 transaction")

36. Gibson told the Bells he purchased their loan from Tower Loan and the Bells had to sign some legal documents.

37. Believing they were going to be kicked out of their home via foreclosure sale if they did not act, Quentin and Sharonda signed the documents prepared by Gibson. These documents included: a promissory note, a deed of trust and an assumption warranty deed.

38. Gibson told the Bells they should start making mortgage payments to him.

39. However, Gibson specifically told Quentin not to worry about making the October payment.

40. Quentin and Sharonda are not attorneys. They relied upon Gibson's statements concerning these documents. The Bells were unaware of the true nature of this transaction. Gibson and Tower Loan used the Bells' desperate situation to their advantage and the Bells' detriment.

41. Quentin and Sharonda returned to Pass Christian.

42. Gibson is not an attorney.
43. Gibson drafted the attached promissory note for \$13,832.00. *Ex E.*
44. Gibson drafted the attached deed of trust for \$13,832.00. *Ex F.*
45. Gibson drafted the attached assumption warranty deed. *Ex G.*
46. Gibson advised Richards regarding the legal consequences of signing these documents.
47. The Bells did not make an October payment based on Gibson's directions. The Bells inadvertently forgot to make the November payment.
48. Without any notice or warning, Quentin was served with a summons to appear in Justice Court for eviction proceedings on December 10, 2013. *Ex H.*
49. Quentin immediately called Gibson to discuss the problem.
50. Gibson told Quentin that he was behind on his payments.
51. Quentin explained he would get current immediately
52. Quentin asked if he could make the payment and avoid the Court hearing.
53. Gibson told Quentin that he could make the payments on Friday (December 13, 2013). Relieved that Gibson was not going to evict him, Quentin got off the phone.
54. Yet, right after he hung up, Quentin realized that Friday (December 13, 2013) was AFTER the hearing scheduled for December 10, 2013.
55. Quentin immediately called Gibson to confirm whether he needed to attend the hearing on December 10, 2013.

56. Gibson told Quentin that he did not need to appear. Gibson told Quentin he would cancel the eviction proceedings since Quentin was going to make a payment on Friday (December 13, 2013).

57. Quentin had the funds to pay Gibson in full and was ready willing and able to do so.

58. Amazingly, Gibson did not cancel the eviction proceedings.

59. On December 10, 2013, Gibson via Court Properties obtained an order evicting the Bells from their home. The Bells were not present. *Ex I.*

60. On December 11, 2013, Gibson via Court Properties went to the Bells' home and forcibly evicted them.

61. Quentin immediately called Gibson to discuss the eviction.

62. Quentin drove to Gibson's office in Picayune, Mississippi to discuss the eviction.

63. Quentin asked why Gibson went forward with the eviction even though Gibson told him the hearing would be cancelled.

64. Gibson said he changed his mind about cancelling the hearing. Gibson failed to tell Quentin about this change.

## **COUNT I.**

### **FRAUD**

65. The Bells incorporates by reference all of the above paragraphs of this Complaint as though fully stated herein.

66. The Defendants made written and oral representations to the Bells.

67. The Defendants stated:

- a.) Derek with Tower Loan told Quentin "Tower Loan was going to foreclose".
- b.) Derek told Quentin "they work with a guy that helps people avoid foreclosure." (i.e. Mark Gibson)
- c.) Derek told Quentin that Gibson "works with Tower Loan all the time."
- d.) Derek told Quentin that Gibson, "usually buys loans from us".
- e.) Gibson told the Bells that he helps people out of bad situations.
- f.) Gibson told the Bells that he purchased their loan from Tower Loan.
- g.) Gibson explained to the Bells in order to avoid the foreclosure they would have to sign a promissory note, a deed of trust and an assumption warranty deed.
- h.) Gibson said the Bells would have a lower interest rate.
- i.) Gibson said he did not want their home. Gibson said he just wanted his money back.
- j.) Gibson and/or Court Properties guaranteed the indebtedness with Tower Loan. *Ex G.*
- k.) Gibson told Quentin he would cancel the eviction proceedings since Quentin was going to make a payment on Friday (December 13, 2013).

68. All of these representations made by the Defendants to the Bells were material. These representations induced the Bells into believing the Defendants were helping them save their home from foreclosure. The Bells believed these representations and met with Gibson and executed the documents prepared by Gibson.

69. The above representations were and continue to be false.

70. The Defendants knew the above representations were false.

71. The Defendants wanted the equity in the Bells home and lulled the Bells into the September 20, 2013 transaction. Gibson's interest rate was not lower. Gibson was not trying to help. Gibson did not just want the Bells' money. The Defendants wanted the equity in the Bells' home.



72. The Defendants intended that Bells abide by their directions/representations in the manner they described.

73. The Bells were ignorant as to the falsity of the Defendants representations described above.

74. The Bells believed said representations by the Defendants were true.

75. The Bells relied upon the Defendants' representations to their detriment.

76. Said representations were material and the Bells had the right to rely on them.

77. Said representations induced the Bells into meeting with Gibson and executing the documents prepared by him. Said representations prevented the Bells from defending themselves in the eviction proceedings.

78. Said representations were/are fraudulent and caused Bells to suffer damages.

79. Those damages include, but are not limited to, anger, anxiety, emotional distress, fears, frustrations, embarrassment, amongst the other negative emotions, attorney fees, court costs, loss of funds, loss of title to their home, loss of equity in their home, damage to credit as well as being forced to expend time and resources to resolve this matter.

80. At and during the time of the acts and/or omissions described herein, any acts, representations and/or omissions committed by an agent, representative or employee of the Defendants occurred within the scope of the actual or apparent authority of such person on behalf of the Defendants.

81. The Defendants are therefore liable for their acts, representations and/or omissions committed by such agent, representative or employee of the Defendants by virtue of such agency relationship and/or vicarious liability.

## COUNT II.

### BREACH OF FIDUCIARY DUTY

82. The Bells incorporate by reference all of the above paragraphs of this Complaint as though fully stated herein.

83. Gibson stood in a fiduciary relationship to the Bells. Gibson acted as an attorney for the Bells.

84. Gibson prepared the promissory note, deed of trust and the assumption warranty deed between Court Properties and the Bells.

85. Gibson advised the Bells regarding the legal consequences of signing said documents.

86. Gibson had a duty to act for the benefit of the Bells on all matters within the scope of their respective relationships.

87. Gibson had the utmost duty of good faith and fair dealing and a duty to put the interests of the Bells before his own interests.

88. Gibson exploited the Bells' financial situation and his superior leverage obtain title to the Bells' home through Court Properties.

89. Gibson had a duty to disclose to the Bells the true nature of the transaction.

90. Gibson breached his duties to the Bells by failing to competently and diligently communicate with the Bells.

91. Gibson breached his duties to the Bells by placing his own financial interests above the interests of the Bells.

92. Gibson breached his duties to the Bells by tricking them into a foreclosure rescue scam.

93. Gibson breached his fiduciary duties and that breach proximately caused harm to the Bells.

**COUNT III.**

**BAD FAITH**

94. The Bells incorporate by reference all of the above paragraphs of this Complaint as though fully stated herein.

95. Gibson tortuously, maliciously and in bad faith breached his contractual and common law obligations to the Bells by unlawfully tricking them into a foreclosure rescue scam and taking their home.

96. Gibson's tortious, malicious and bad faith breach of his contractual and common law obligations have proximately and will proximately cause the Bells economic damages.

97. Gibson, Tower Loan and Court Properties are jointly liable and their acts and conduct as alleged above. Said acts are willful, wanton, malicious, grossly negligent and done with the reckless disregard for the Bells' rights, thereby rising to the level of an independent tort and entitling the Bells to an award of punitive damages.

**COUNT IV.**

**DECLARATORY RELIEF**

98. The Bells incorporate by reference all of the above paragraphs of this Complaint as though fully stated herein.

99. With the assistance of Tower Loan, the Bells and Gibson effectively entered into a mortgagor-mortgagee relationship.

100. As a result, Gibson must fulfill his obligations under Mississippi law for conducting a foreclosure sale. (M.C.A. § 89-1-43 *et seq*).

101. The Bells, therefore, respectfully requests a declaration that Gibson is/was a mortgagee and should have complied with Mississippi law regarding foreclosure sales.

**COUNT V.**

**WRONGFUL FORECLOSURE**

102. The Bells incorporate by reference all of the above paragraphs of this Complaint as though fully stated herein.

103. In the course of the transactions between the Bells and the Defendants, the Defendants owed the Bells a duty of care.

104. A mortgagor is entitled to recover damages for a wrongful or fraudulent foreclosure of the mortgage, as where an unlawful foreclosure is attempted solely from a malicious desire to injure the mortgagor; or he may recover damages where the foreclosure is conducted negligently or in bad faith, to his detriment. . . ." *National Mortg. Co. v. Williams*, 357 So. 2d 934 (Miss 1978)

105. Mississippi law protects a borrower's right to reinstate his or her loan up until the moment a foreclosure sale is made. *Hobson v. Chase Home Fin., LLC*, 81 So.3d 1097 (Miss. 2009) (citing Miss. Code Ann. § 89-1-59).

106. With the assistance of Tower Loan, Gibson acted in bad faith and effectively foreclosed on the Bells' home in order to take their equity.

107. The Bells were ready willing and able to reinstate their loan when Quentin spoke to Gibson prior to the eviction hearing. Gibson prevented the Bells from reinstating their loan by refusing payment and misleading the Bells about the status of the hearing.

108. As a result, Gibson conducted a wrongful foreclosure/eviction on the Bells' home.

109. Gibson willfully prevented the Bells from reinstating their loan and failed to follow Mississippi law regarding foreclosure sales.

110. At and during the time of the acts and/or omissions described herein, any acts and/or

omissions committed by an agent, representative or employee of the Defendants occurred within the scope of the actual or apparent authority of such person on behalf of the Defendants.

111. The Defendants are therefore liable to the Bells for the acts and/or omissions committed by such agent, representative or employee of the Defendants by virtue of such agency relationship and/or vicarious liability.

## **COUNT VI.**

### **NEGLIGENCE**

112. The Bells incorporate by reference all of the above paragraphs of this Complaint as though fully stated herein.

113. If it is contended that the Defendants or any of them were unaware of the foregoing allegations and underlying facts and events, then, in the alternative, it is alleged that the Defendants breached their duty of reasonable care and were grossly and/or unreasonably negligent in their duties of supervision and selection of agents and employees, that said negligence was the proximate cause of the Bell's injuries, and that said injuries were the reasonably foreseeable consequences of the Defendants' above described negligence and actions.

114. Gibson and/or Court Properties are a gratuitous agent of Tower Loan.
115. Tower Loan undertook the task of referring the Bells to Gibson.
116. Tower Loan assumed a limited duty of care to the Bells when it gratuitously undertook the task of finding a solution to the threatened foreclosure sale.
117. Tower Loan recommended Gibson to the Bells.
118. Tower Loan therefore owed the Bells a duty of care.
119. Gibson drafted legal documents for the Bells. The Bells relied on these documents. Gibson misrepresented the documents to the Bells.
120. The Defendants owed the Bells certain duties by virtue of their relationship.
121. The Defendants failed to exercise ordinary care in performing such duties and negligently allowed the Bells to transfer their home to Gibson and/or Court Properties and negligently allowed the eviction/foreclosure sale.
122. These foregoing acts and omissions of the Defendants and their agents breached their duties and said breach constitutes a proximate cause of the damages of the Bells for which the Defendants are liable.
123. At and during the time of the acts and/or omissions described herein, any acts and/or omissions committed by an agent, representative or employee of the Defendants occurred within the scope of the actual or apparent authority of such person on behalf of the Defendants.
124. The Defendants are therefore liable to the Bells for the acts and/or omissions committed by such agent, representative or employee of the Defendants by virtue of such agency relationship and/or vicarious liability.

**WHEREFORE**, the Bells having set forth their claims for relief against the Defendants respectfully prays of the Court as follows:

- A. That this Court determine and declare that Gibson really is/was a mortgagee and should have complied with Mississippi law regarding foreclosure sales;
- B. That this Court order Defendants to pay actual damages as well as attorney fees in a sum to be determined by the Court.
- C. That this Court order Defendants to pay punitive damages in order to deter Defendants from committing these acts in the future.
- E. That the Bells have such other and further relief as the Court may deem just and proper, including equitable relief.

This the 17<sup>th</sup> day of November 2014.

Respectfully Submitted,

/s/ Jason Graeber

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