



IN THE SUPERIOR COURT OF THE STATE OF DELAWARE

DEAN P. BELLMOFF, and)	C.A. No.:
BEATRICE E. SALAZAR)	
)	Complex Commercial
Plaintiffs,)	Litigation Division (CCLD)
)	
v.)	ALL ALLEGATIONS
)	MUST BE ANSWERED
INTEGRA SERVICES)	BY AFFIDAVIT OF
TECHNOLOGIES, INC.)	JUDGMENT UNDER
)	10 <i>DEL. C.</i> § 3901
Defendant.)	

COMPLAINT

Dean P. Bellmoff (“Bellmoff”) and Beatrice E. Salazar (“Salazar”), by and through their undersigned counsel, bring this Complaint against Integra Services Technologies, Inc. (“Integra US”), for breaching two promissory notes. Under the promissory notes, Integra US promised to pay each of Bellmoff and Salazar \$1,450,000 in three (3) near-equal annual installments, plus accrued interest on the unpaid principal. Integra US breached this obligation by failing to pay either Bellmoff or Salazar’s second annual installment of unpaid principal, originally due August 12, 2017. Bellmoff and Salazar file this action asserting breach of contract claims and seek damages for the principal owed pursuant to each promissory note, plus accrued and unpaid interest thereon.

In support therefore, plaintiffs state the following:

The Parties

1. Bellmoff is a resident of Cherokee County in the State of Georgia and is a former 25% owner of Integra US. Bellmoff is married to Salazar.

2. Salazar is a resident of Cherokee County in the State of Georgia and is a former 25% owner of Integra US. Salazar is married to Bellmoff.

3. Integra US is a Delaware corporation whose registered agent is The Corporation Trust Company, Corporation Trust Center – 1209 Orange Street, Wilmington, Delaware 19801.

Jurisdiction

4. The Court possesses jurisdiction to hear this matter pursuant to Del. Const. art. IV, § 7 and 10 *Del. C.* § 541.

The Share Purchase Agreement

5. Until August 2015, Bellmoff and Salazar each individually owned 25% of the issued and outstanding shares of Integra US common stock. The remaining common stock issued by Integra US was beneficially owned and controlled by Bellmoff and Salazar's former business partners, Josephine T. Britton and P. Gordon Britton (collectively, the "Brittons"). The Brittons are husband and wife.

6. On August 11, 2015, Bellmoff, Salazar, and Integra US entered into a Share Purchase Agreement. (Ex. A). Pursuant to the Share Purchase Agreement, Bellmoff and Salazar agreed to "sell, assign and transfer" their Integra US common

stock to Integra US. (Ex. A at 2.1). In exchange, Bellmoff and Salazar both each received a cash payment at the closing of the transaction and a promissory note in the amount of \$1,450,000 (for a total commitment of \$2,900,000 to be paid by Integra US over three years).¹

The Promissory Notes

7. On August 12, 2015, Integra US executed promissory notes promising to pay each of Bellmoff and Salazar the amount of \$1,450,000 plus interest. (Copies attached as Ex. B and Ex. C). Specifically, Integra US promised to pay both Bellmoff and Salazar “the principal sum of . . . \$1,450,000.00, together with interest thereon and or on so much thereof as is from time to time outstanding and unpaid, from the date hereof, at one percent (1%) above Market Rates.” (“The Standard Interest Rate” Ex. B at 1; Ex. C at 1).

8. The promissory notes each provided that the principal would be paid in three installments of \$483,333.33, \$483,333.33, and \$483,333.34, respectively, plus accrued interest on the unpaid balance of the notes. (Ex. B at 2; Ex. C. at 2). The principal payments and accrued interest were to be paid “on the first, second, and third, anniversaries of the date hereof.” (Ex. B at 2; Ex. C. at 2). The promissory

¹ The Share Purchase Agreement also memorialized the purchase of Bellmoff and Salazar’s interests in Integra Technologies Limited, a corporation incorporated under the laws of the Province of Ontario, and other matters. This lawsuit does not concern the acquisition of these interests.

notes also provided that “should any default be made in the payment of principal or interest as stipulated above (a ‘Default’), interest shall accrue on the outstanding principal amount from the date of the Default and for so long as such Default continues, at the rate equal to five percent (5%) above the applicable Market Rate.” (the “Default Interest Rate” Ex. B at 2; Ex. C at 2). Finally, the promissory notes each also provide that “[i]n the event this Note or any part thereof is collected by or through an attorney-at-law, [Integra US] agrees to pay all costs of collection, including, but not limited to, reasonable attorneys’ fees.” (Ex. B at 3; Ex. C. at 3).

The Default

9. On or about August 12, 2016, Bellmoff and Salazar each received the first principal and interest payments due under the terms of the promissory notes.

10. In or around April 2017, P. Gordon Britton (hereinafter “Britton”), the then President and CEO of Integra US, contacted Bellmoff and indicated a desire to restructure the second installment payment. The parties discussed potential terms, but no agreement was reached.

11. On August 11, 2017, Britton informed Bellmoff that Integra US would pay the accrued interest due on August 12, 2017 on time, but that the \$483,333.33 in principal that was due to each of Bellmoff and Salazar would not be paid until October 2, 2017. Integra US paid Bellmoff and Salazar the accrued interest that was due through August 11, 2017, but Integra US has not paid Bellmoff or Salazar any

of the outstanding principal that was due under the promissory notes as of August 12, 2017, or any additional interest accruing at the Default Interest Rate since such date.

12. On August 31, 2017, Bellmoff and Salazar wrote Britton and offered a Forbearance. (“Forbearance Letter” copy attached at Ex. D). The Forbearance Letter offered Integra US an extension of time to pay the principal due under the promissory notes until October 2, 2017. (Ex. D). The Forbearance Letter further stated that Bellmoff and Salazar “expressly reserve all rights under the [promissory] Notes” and that if Integra US did not pay all amounts due by October 2, 2017, Bellmoff and Salazar reserved their right to apply the Default Interest Rate to the unpaid principal.

13. On September 6, 2017, Britton sent Bellmoff an e-mail which stated that “I appreciate that you want to preserve any rights under the promissory note. I acknowledge and state that our informal discussions and texts do not prejudice any rights that you and Bea have with respect to the promissory note.” (Copy attached as Ex. E). Bellmoff accepted Britton’s response as an acknowledgement of the extension. (Ex. E). The October 2, 2017 deadline under the Forbearance Letter came and went without any additional payment from Integra US.

14. Under the terms of the promissory notes, Bellmoff and Salazar are each currently owed \$483,333.33 in principal plus interest that continues to accrue at the Default Interest Rate dating back to August 12, 2017.

COUNT I:
BREACH OF CONTRACT

15. Bellmoff and Salazar restate and incorporate herein by reference each and every allegation set forth in the foregoing paragraphs of this complaint.

16. The promissory notes are valid and binding contracts between Bellmoff, Salazar, and Integra US.

17. Integra US has materially breached the promissory notes by failing to pay the principal due to both Bellmoff and Salazar, and as a result of that default, now owes the past due principal and interest accruing at the Default Interest Rate pursuant to the express terms of the promissory notes.

18. Bellmoff and Salazar have fulfilled all of their contractual obligations and have shown good faith by permitting a forbearance extension for Integra US to make payment under the promissory notes.

19. As a direct and proximate cause of the material breach of the promissory notes by Integra US, Bellmoff and Salazar have suffered extensive damages, injury, and loss.

WHEREFORE, Plaintiffs respectfully request that the Court:

A. Enter judgement in favor of Plaintiffs;

- B. Award Plaintiffs actual damages in an amount to be determined at trial;
- C. Award Plaintiffs pre and post-judgment interest on all damages suffered and award attorneys' fees and costs to the extent permitted by law and the promissory notes;
- D. Award such other and further relief as the Court deems just and proper.

DRINKER BIDDLE & REATH LLP

/s/ Todd C. Schiltz

Todd C. Schiltz (#3253)

Stephen S. Herst (#5760)

222 Delaware Avenue, Suite 1410

Wilmington, DE 19801

Telephone: 302.467.4200

Facsimile: 302.467.4201

Todd.Schiltz@dbr.com

Stephen.Herst@dbr.com

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*Attorneys for Plaintiffs, Dean P. Bellmoff
and Beatrice E. Salazar*