

**IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF WEST VIRGINIA  
(BECKLEY DIVISION)**

WHITE SULPHUR SPRINGS HOLDINGS, LLC )  
a Texas Limited Liability Company, )  
 )  
Plaintiff, )

v. )

Case No. 5:26-cv-00257  
The Honorable Frank W. Volk

JAMES C. JUSTICE, II, Individually; )  
CATHY L. JUSTICE, Individually; )  
JAMES C. JUSTICE, III, Individually; )  
GREENBRIER HOTEL CORPORATION, )  
a West Virginia Corporation; )  
GREENBRIER MEDICAL INSTITUTE, LLC, )  
a West Virginia Limited Liability Company; )  
OAKHURST CLUB, LLC, )  
a West Virginia Limited Liability Company; )  
GREENBRIER GOLF AND TENNIS )  
CLUB CORPORATION, )  
a West Virginia Corporation; )  
GREENBRIER LEGACY COTTAGE )  
DEVELOPMENT COMPANY I, Inc., )  
a West Virginia Corporation; )  
GREENBRIER LEGACY COTTAGE )  
DEVELOPMENT II, Inc., )  
a West Virginia Corporation. )  
 )  
Defendants. )

**PLAINTIFF’S MOTION FOR  
EMERGENCY APPOINTMENT OF A RECEIVER**

Plaintiff White Sulphur Springs Holdings LLC (“WSSH”) moves for the immediate appointment of a receiver against the following defendants: the Greenbrier Hotel Corporation, Greenbrier Medical Institute, LLC, Oakhurst Club, LLC, Greenbrier Golf and Tennis Club Corporation, Greenbrier Legacy Cottage Development Company I, Inc., and Greenbrier Legacy

Cottage Development Company II, Inc., (the Defendant companies to this matter are sometimes called “the Greenbrier Resort Defendants”).<sup>1</sup>

As further explained in the accompanying Memorandum of Law, WSSH is the holder of numerous Judgments totaling in excess of \$370,000,000.00 against the Defendants<sup>2</sup> to this action,<sup>3</sup> the repayment of which are secured by, among other things, senior<sup>4</sup> deeds of trust,<sup>5</sup> security agreements,<sup>6</sup> and other collateral documents which create liens against the improved real estate, personal property, and other assets comprising The Greenbrier Resort (sometimes referred to as “The Greenbrier Resort” or “Greenbrier Resort Collateral Documents”). These Judgments are set forth in the Fourteenth Amended and Restated Forbearance Agreement dated and effective February 28, 2026<sup>7</sup> (“A&R Forbearance Agreement”). WSSH’s obligation to forbear under the A&R Forbearance Agreement was terminated on April 9, 2026, due to the Justice Party

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<sup>1</sup> Under the A&R Forbearance Agreement, WSSH owns Judgments of entities which are not defendants to this action, and whose judgments are secured by deeds of trust and other security instruments which encumber real and personal property interests over which WSSH does not seek a receiver in this action.

<sup>2</sup> The “Greenbrier Resort Defendants” and “Justice Party Defendants” are collectively referred to as “Defendants.”

<sup>3</sup> Each of the Judgements is final and unappealable per the express terms of the A&R Forbearance Agreement.

<sup>4</sup> The only exception being that CF Green Investors, LP holds a lien between WSSH’s first and third liens on certain portions of the Greenbrier Resort Collateral.

<sup>5</sup> True and correct copies of the deeds of trust are set forth in Exhibits B through F to the Appendix filed contemporaneously with the Complaint.

<sup>6</sup> True and correct copies of the security agreements set forth in Exhibits G through L to the Appendix filed contemporaneously with the Complaint.

<sup>7</sup> A true and correct copy of the A&R Forbearance Agreement is set forth in Exhibit A to the Appendix filed contemporaneously with the Complaint.

Defendants' various defaults; however, the Justice Party Defendant's obligations under the A&R Forbearance Agreement remain in full force and effect.

Defendants agreed to a full spectrum of remedies in the event that WSSH's obligations to forbear under the A&R Forbearance Agreement was terminated either because the forbearance period expired or because of their own default.<sup>8</sup> Section 9 the A&R Forbearance Agreement provides WSSH with the immediate right to, among other things, collect the entire amount of indebtedness owed by Defendants, as well as to exercise all rights available to it under the Greenbrier Resort Collateral Documents, at law, and in equity. Defendants further agreed that the Judgments were final judgments, that defaults had occurred under the Greenbrier Resort Collateral Documents, and that Defendants waived any right to notice of payment default or any other default regarding the indebtedness of Defendants.<sup>9</sup> Accordingly, WSSH has the immediate right to collect the entire amount of indebtedness owed to it as described in the A&R Forbearance Agreement. WSSH also has contractual, statutory, and equitable rights to the appointment of a receiver pursuant to the A&R Forbearance Agreement, 28 U.S.C. § 754, 28 U.S.C. § 959, West Virginia Code § 55-21-6, West Virginia Code § 53-6-1, and Rule 66 of the Federal Rules of Civil Procedure

The immediate appointment of a receiver is necessary because it is common knowledge that Defendants are in dire financial straits and that the Justice Party Defendants,<sup>10</sup> who control The Greenbrier Resort, routinely divert the revenue generated by the Greenbrier Resort Collateral to their other affiliated business entities. As a result, the Greenbrier Resort Defendants have failed to pay their real estate taxes for 2025, and a portion of their real estate taxes for 2024, in excess of

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<sup>8</sup> Compl. Ex. A at ¶ 9, ECF No. 1.

<sup>9</sup> Compl. Ex. A at ¶ 2(a), ECF No. 1.

<sup>10</sup> James C. Justice, II, Cathy L. Justice, and James C. Justice, III, are sometimes collectively called the "Justice Party Defendants."

\$3.2 million. Accordingly, a receiver should be appointed without delay so that the value of WSSH's collateral, The Greenbrier Resort, does not suffer further diminishment and reputational harm.

As set forth more thoroughly in the accompanying proposed order, the receiver should have the authority to, among other things: (1) take full control of the Greenbrier Resort Defendant's properties, assets, and operations, including all mortgaged properties defined in the Deeds of Trust; (2) operate, manage, control, and sell the Greenbrier Resort Defendant's properties, assets and operations, including all mortgaged properties defined in the Deed of Trust; (3) oversee, manage, and direct the acts, conduct, operations, assets, liabilities, and financial condition of the Greenbrier Resort Defendants, and all of the rents, incomes, revenues, and profits of the Greenbrier Resort Defendants ("Receivership Estate"); (4) join and control non-debtor entities and assets both within this jurisdiction and across multiple jurisdictions; (5) initiate, prosecute, defend, intervene, compromise, and settle (with WSSH's permission) legal proceedings and claims including, but not limited to, the right to initiate alter ego and/or "piercing the corporate veil" proceedings; (6) pursue the fraudulent transfer of assets that were transferred to non-debtor entities; (7) apply all collected monies to the necessary preservation of the Receivership Estate, to the lenders or other secured creditors holding a perfected lien on the proceeds, or as this court may otherwise direct; (8) obtain or continue to maintain appropriate insurance coverage for the Receivership Estate; (9) explore all available options for increasing revenue including, but not limited to, options for the development, lease, or sale of the Receivership Estate; (10) borrow money from WSSH to the extent necessary to preserve the Receivership Estate; (11) exercise all of the powers of Greenbrier Resort Defendants' officers, directors, shareholders, general partners, members, managers, managing members, or persons who exercise similar powers and perform similar duties, including the

authority to file a voluntary petition for relief under the Bankruptcy Code. In addition to these authorities, WSSH requests that this Court order that all of Greenbrier Resort Defendants' officers, agents, employees, members, representatives, directors, successors in interest, attorneys in fact and all persons other than the receiver, be divested of, restrained and barred from exercising any powers vested in the receiver.

**WHEREFORE**, WSSH respectfully requests that this Court grant its emergency motion for the appointment of a receiver and that a receiver be appointed as set forth in accordance with the proposed order attached to this motion as soon as possible.

Respectfully submitted,

**WHITE SULPHUR SPRINGS  
HOLDINGS, LLC**

By counsel,

/s/ Seth P. Hayes

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**CERTIFICATE OF SERVICE**

I, Seth P. Hayes, counsel for White Sulphur Holdings, LLC hereby certifies that the Plaintiff will serve the Defendants to this Civil Action copies of the foregoing through the appropriate methods of service as recognized by the Federal Rules of Civil Procedure.

/s/ Seth P. Hayes  
Seth P. Hayes (WVSB #10381)