

**STATE OF MICHIGAN
IN THE CIRCUIT COURT FOR WAYNE COUNTY**

ELAINE STEELE
and
ROSA AND RAYMOND PARKS
INSTITUTE FOR SELF DEVELOPMENT,

Case No. 2013 CK

Hon.

Plaintiffs,

v.

JURY TRIAL DEMANDED

SYLVESTER McCAULEY, DEBORAH
ROSS, ASHEBER MACHARIA, ROBERT D.
McCAULEY, YVONNE TRUSSEL, ROSALIND
BRIDGEBORTH, SUSAN McCAULEY, SHIRLEY
McCAULEY, SHEILA McCAULEY KEYS, RICHARD
McCAULEY, CHERYL McCAULEY, RHEA McCAULEY
and WILLIAM McCAULEY,
as individuals and as joint ventures,

Defendants.

COHEN & ASSOCIATES PC
Steven G. Cohen (P48895)
30833 Northwestern Highway
Suite 205A
Farmington Hills, MI 48334
248-626-3615
Attorney for Plaintiffs

COMPLAINT

Elaine Steele and the Rosa and Raymond Parks Institute for Self Development,
for their Complaint, state as follows:

IDENTIFICATION OF THE PARTIES

1. Plaintiff Elaine Steele is an individual residing in the state of Michigan.

2. Plaintiff Rosa and Raymond Parks Institute for Self Development (the "Institute") is a corporation having a place of business in Michigan.

3. Defendant Sylvester McCauley is a resident of Michigan residing at 41480 Archwood Apt # 248, Belleville, Michigan 48111.

4. Defendant Deborah Ross is a resident of Michigan residing at 1904 Harmon Drive, Ypsilanti, Michigan 48198.

5. Defendant Asheber Macharia is a resident of Michigan residing at 4504 Bangor, Detroit, Michigan 48210.

6. Defendant Robert D McCauley is a resident of Michigan residing at 15360 Heyden Street, Detroit, Michigan 48223.

7. Defendant Mary Yvonne Trusel is a resident of Michigan residing at 3869 Washington, Inkster, Michigan 48141.

8. Defendant Rosalind Bridgeforth is a resident of Michigan residing at 18031 Teppert Street, Detroit, Michigan 48234.

9. Defendant Susan McCauley is a resident of Georgia residing at 1810 Survey Hill Circle, Lawrenceville, Georgia 30044. Upon information and belief, Ms. McCauley conducts business in Michigan.

10. Defendant Shirley McCauley is a resident of Ohio residing at 569 West Liberty #103, Cincinnati, Ohio 45214. Upon information and belief, Ms. McCauley conducts business in Michigan.

11. Defendant Sheila McCauley Keys is a resident of Michigan residing at 14541 Greenview, Detroit, Michigan 48223.

12. Defendant Richard McCauley is a resident of Michigan residing at 14711 West Chicago, Detroit, Michigan 48227.

13. Defendant Cheryl McCauley is a resident of Michigan residing at 11704 Plainview, Detroit, Michigan 48227.

14. Defendant William McCauley is a resident of Michigan residing at 912 Chicago Blvd., Detroit, Michigan 48202.

15. Defendant Rhea McCauley is a resident of Michigan residing at 623 Glenwood, Ypsilanti, MI 48198.

JURISDICTIONAL ALLEGATIONS

16. This complaint contains claims for breach of contract and fraud arising out of a settlement agreement signed by Plaintiffs and Defendants in the estate of civil rights icon Rosa Louise Parks.

17. These claims are not within the exclusive jurisdiction of the probate court under MCLA 700.1302 because they do not relate to the settlement of the estate.

18. These claims are not within the concurrent jurisdiction of the probate court under MCLA 700.1303 because they do not involve property of the estate.

19. The amount in controversy exceeds \$25,000.00, exclusive of interest, costs and attorney fees.

COMMON ALLEGATIONS

20. Rosa Louise Parks died on October 24, 2005.

21. The Defendants herein filed an action in the Wayne County Probate Court contesting Mrs. Parks' will and trust.

22. The litigation was resolved by a settlement agreement executed on or after February 16, 2007. Exhibit 1.

23. In the settlement agreement, the Defendants confirmed the validity of the will and the trust and withdrew the contest.

24. In return for this consideration, the Institute agreed to pay Defendants 20% of the net proceeds generated from the licensing of intellectual property rights owned at all times by the Institute (and not by the estate of Mrs. Parks).

25. In a separate section of the agreement, the Institute agreed to turn over control of its vast civil rights artifact collection to a Marketing Committee charged with arranging for the sale or license of the artifacts to an appropriate institution. Defendants promised to contribute one valuable article to the collection, the coat worn by Mrs. Parks on the date of her arrest in Montgomery Alabama in 1955. In return, Plaintiffs agreed to pay Defendants 20% of the net licensing proceeds.

26. Defendants have refused to deliver the coat for inclusion in the civil rights artifact collection.

27. The settlement agreement contains an express representation by the Defendants that they had possession of the coat.

28. Defendants have recently acknowledged through counsel that this representation was knowingly false. Exhibit 2. It is apparent that the representation was made to induce the Institute to place control of its artifacts in the Marketing Committee and pay Defendants a portion of proceeds from the sale or license of the artifacts.

29. Since entering into the settlement agreement, Defendants have, through their support of forfeiture proceedings undertaken by court-appointed estate fiduciaries, repeatedly undermined the interests of Plaintiffs under the settlement agreement in breach of their obligation to exercise good faith in the performance of the settlement agreement.

30. The foregoing breaches of contract and violations of law have caused damages to the Plaintiffs that should result in the award of relief.

COUNT I

31. The foregoing paragraphs of this complaint are incorporated herein by reference.

32. The execution of the settlement agreement by the Defendants indicates an intention to undertake a joint venture among them concerning a single project for profit which involves a sharing of profits, a contribution of property and a community of interest and control over the subject matter of the enterprise.

33. The joint venture has breached the settlement agreement by failing to deliver the coat in violation of paragraph 5 of the agreement.

34. The Plaintiffs have performed the obligations required of them under paragraph 5 of the settlement agreement.

35. The joint venture's breach of the agreement is so substantial that it comprises a material breach and/or a failure of consideration that excuses performance of Plaintiffs' obligation to place control of the civil rights artifacts under the control of the

Marketing Committee and pay 20% of proceeds to Defendants under the settlement agreement.

36. In the event that the actions of the Defendants are deemed not to comprise a joint venture, then the Defendants are liable, jointly and severally, for breach of the settlement agreement as set forth herein.

37. Therefore, Plaintiffs request an order disbanding the Marketing Committee established under the settlement agreement and declaring the Institute the owner of all right, title and interest in the civil rights artifact collection referenced in the settlement agreement, free from any and all claims of the Defendants. In the alternative, Plaintiffs seek an award of money damages.

COUNT II

38. The foregoing paragraphs of this complaint are incorporated herein by reference.

39. The Defendants' joint venture has breached the settlement agreement by repeatedly supporting the efforts of court-appointed fiduciaries to cause a forfeiture of the Institute's intellectual property rights and civil rights artifacts in violation of the Defendants' obligation of good faith in the performance of the settlement agreement.

40. The Plaintiffs have performed the obligations required of them under the agreement.

41. The joint venture's breach of the agreement is so substantial that it comprises a material breach and/or a failure of consideration that excuses performance of all of Plaintiffs' obligations under the settlement agreement.

42. In the event that the actions of the Defendants are deemed not to comprise a joint venture, then the Defendants are liable, jointly and severally, for breach of good faith performance as set forth herein.

43. Therefore, Plaintiffs request an order stating that all further performance by the Plaintiffs under the settlement agreement is excused due to the material breach and/or failure of consideration caused by Defendants and providing, more specifically, that Plaintiffs are excused from the obligation to pay 20% of net intellectual property royalties to Defendants and that Plaintiffs are excused from the obligation to pay Defendants 20% of net proceeds from the sale or license of the Institute's civil rights artifact collection. In the alternative, Plaintiffs seek an award of money damages.

COUNT III

44. The foregoing paragraphs of this complaint are incorporated herein by reference.

45. The Defendants' joint venture expressly represented that it possessed the coat worn by Rosa Parks on the date of her arrest in 1955.

46. This representation was knowingly false at the time it was made, as acknowledged by Susan McCauley and her counsel (Exhibit 2).

47. The Institute reasonably relied on this representation in agreeing to place the Institute's memorabilia collection under the control of a Marketing Committee as set forth in paragraph 5 of the settlement agreement and to pay Defendants a percentage of the proceeds from sale or license of the collection.

48. The misrepresentation was made by the joint venture in a deliberate and knowing effort to induce such reliance.

49. Defendants' misrepresentation comprises a fraud that should result in the rescission of Plaintiffs' obligations contained in paragraph 5.

50. In the event that the actions of the Defendants are deemed not to comprise a joint venture, then the Defendants are liable, jointly and severally, for fraud as set forth herein.

51. Therefore, Plaintiffs request an order disbanding the Marketing Committee established under the settlement agreement and declaring the Institute the owner of all right, title and interest in the civil rights artifact collection referenced in the settlement agreement, free from any and all claims of the Defendants. In the alternative, Plaintiffs seek an award of money damages.

REQUEST FOR RELIEF

Plaintiffs request the relief stated in the above counts as well as interest, costs and attorney fees as allowed by law and such other relief as is justly awardable in equity or in law to Plaintiffs.

JURY DEMAND

Plaintiffs demand a trial by jury.

Respectfully Submitted,

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