



20231211000356670 1/14 \$65.00
Shelby Cnty Judge of Probate, AL
12/11/2023 02:42:10 PM FILED/CERT

IN THE CIRCUIT COURT OF JEFFERSON COUNTY, ALABAMA

AMETHYST BLOW, as Personal Representative
of the Estate of Gerald Kirby Blow, deceased.

Plaintiff,

v.

HAROLD RANDAL EADES, an individual;
KYLE EADES, an individual, and
EADES ELITE CONTRACTORS, INC.,
an Alabama corporation;
Defendant No. 1, whether singular or plural,
that individual known only to the Plaintiff
as **HAROLD RANDAL EADES**;
Defendant No. 2, whether singular or plural,
that person or entity known only to
the Plaintiff as **KYLE EADES**;
Defendant No. 3, whether singular or plural, that
Person or entity known only to the Plaintiff as
EADES ELITE CONTRACTORS, INC.;
Defendant No. 4, whether singular or plural,
that person or other legal entity other than those
described above, the negligence, wantonness or
other actionable conduct of which contributed to
cause plaintiff's damages. Plaintiff avers that the
identities of the Fictitious Party Defendants identified
above are otherwise unknown to the Plaintiff at this
time, or if their names are known to the Plaintiff at
this time, their identities as proper party defendants
are not known to the Plaintiff at this time but that
their true names will be substituted by amendment
when the aforesaid lacking knowledge is ascertained,

Defendants.

Civil Action No.:
01-CV-2023-904024.00

NOTICE OF LIS PENDENS
(116 Katie Acres Lane, Alabaster, AL 35186)

TO WHOM IT MAY CONCERN:

PLEASE TAKE NOTICE that on or about November 8, 2023, the Estate of Gerald Kirby Blow, in the above civil action, filed a civil suit against Defendants Harold Randal Eades, Kyle



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Eades and Eades Elite Contractors, Inc., in the Jefferson County Circuit Court, Birmingham Alabama, alleging conversion of assets belonging to the decedent, Gerald Kirby Blow, for which claims have been made for the return of sales proceeds from the sale of decedents home. A copy of said compliant is attached hereto as Exhibit "A."

Please index this under the following:

- Harold Randal Eades
116 Katie Acres Lane
Alabaster, AL 35186

- Kyle Eades
116 Katie Acres Lane
Alabaster, AL 35186

- Eades Elite Contractors, Inc.
c/o Charles H. Moses, III
4000 Eagle Point Corporate Drive
Birmingham, AL 35242

- Legal: 116 Katie Acres Lane, Alabaster, AL 35186, more particularly described as:
Lot 4, according to the survey of Katie Acres, as recorded in Map Book 22, Page 33,
in the Probate Office of Shelby County, Alabama.

Respectfully submitted,

Attorney for Plaintiff Amethyst Blow
as Personal Representative of the Estate
of Gerald Kirby Blow, deceased.

Alexander W. Jones, Jr. (JON008)
ASB-9177-O70A

Of Counsel:

PRITCHARD, MCCALL & JONES, L.L.C.
505 20th Street North, Suite 1210
Birmingham, AL 35203
(205) 328-9190 / alexj@pm-j.com



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CIRCUIT COURT OF
JEFFERSON COUNTY, ALABAMA
JACQUELINE ANDERSON SMITH, CLERK

IN THE CIRCUIT COURT OF JEFFERSON COUNTY, ALABAMA

AMETHYST BLOW, as Personal Representative
of the Estate of Gerald Kirby Blow, deceased,

Plaintiff,

v.

HAROLD RANDAL EADES, an individual;
KYLE EADES, an individual, and
EADES ELITE CONTRACTORS, INC.,
an Alabama corporation;

Defendant No. 1, whether singular or plural,
that individual known only to the Plaintiff
as **HAROLD RANDAL EADES**;

Defendant No. 2, whether singular or plural,
that person or entity known only to
the Plaintiff as **KYLE EADES**;

Defendant No. 3, whether singular or plural, that
Person or entity known only to the Plaintiff as
EADES ELITE CONTRACTORS, INC.;

Defendant No. 4, whether singular or plural,
that person or other legal entity other than those
described above, the negligence, wantonness or
other actionable conduct of which contributed to
cause plaintiff's damages. Plaintiff avers that the
identities of the Fictitious Party Defendants identified
above are otherwise unknown to the Plaintiff at this
time, or if their names are known to the Plaintiff at
this time, their identities as proper party defendants
are not known to the Plaintiff at this time but that
their true names will be substituted by amendment
when the aforesaid lacking knowledge is ascertained,

Defendants.



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Civil Action No.

COMPLAINT

COMES NOW the Plaintiff, Amethyst Blow, as Personal Representative of the Estate of
Gerald Kirby Blow, deceased, and files this her Complaint against Defendants Harold Randal



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Eades, individually, Kyle Eades, individually, and Defendant Eades Elite Contractors, Inc., an Alabama corporation, stating as follows:

PARTIES

1. Plaintiff Amethyst Blow brings this action in her capacity as Personal Representative of the Estate of her father, Gerald Kirby Blow (the "Decedent"). Amethyst Blow was issued Letters of Administration appointing her as Personal Representative of the Decedent's Estate by the Probate Court of Jefferson County, Alabama on November 7, 2023 in Case No. 2023BHM002690.

2. Defendant Harold Randal Eades (hereinafter "Defendant Randal Eades") is an adult individual residing, to wit, in Shelby County, Alabama.

3. Defendant Kyle Eades (hereinafter "Defendant Kyle Eades") is an adult individual residing, to wit, in Shelby County, Alabama.

4. Defendant Eades Elite Contractors, Inc. is an Alabama corporation with its principal address located at 4000 Eagle Point Corporate Drive, Birmingham, Alabama 35242.

5. The Fictitious Defendants, whose names are not known to the Plaintiff, or if their names are known to Plaintiff, their identities as proper party defendants are not known to the Plaintiff at this time but will be substituted by amendment when the aforesaid lacking knowledge is ascertained, are as follows:

Defendant No. 1, whether singular or plural, is that entity known only to the Plaintiff as Harold Randal Eades;

Defendant No. 2, whether singular or plural, is that entity known only to the Plaintiff as Kyle Eades;



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Defendant No. 3, whether singular or plural, is that entity known only to the Plaintiff as Eades Elite Contractors, Inc.;

Defendant No. 4, whether singular or plural, is that person or entity other than those described above, the negligence, wantonness or other actionable conduct of which contributed to cause plaintiff's damages and/or who benefitted from the sale of the property described herein.

The actions and/or inactions of the Fictitious Defendants, combined and concurred with those of the named Defendants, and knowingly and/or willfully caused Plaintiff damages as set out herein.

FACTUAL ALLEGATIONS

6. Amethyst Blow is the daughter and only heir of Gerald Kirby Blow, deceased, (hereinafter "the Decedent"), who died on November 18, 2021.

7. Several months prior to the Decedent's death, he moved in with Defendant Randal Eades, in order for, amongst other things, Defendant Randal Eades to allegedly provide care for said Decedent, who had become sick.

8. During the time the Decedent was living with Defendant Randal Eades, Decedent owned a homestead (real property) and personal property located at 3286 Greendale Road, Vestavia, Alabama 35243 (the "Property"), located in Jefferson County, Alabama.

9. During the same period of time when the Decedent was living with Defendant Randal Eades, Defendant Randal Eades used his undue influence to persuade the Decedent to sign a Quitclaim Deed dated February 15, 2021 (the "Quitclaim Deed"), conveying the Property to Defendant Kyle Eades, son of Defendant Randal Eades (hereinafter "Defendant Kyle Eades") in consideration of five dollars (\$5.00), which \$5.00 was never paid. Said Quitclaim Deed was filed of record on the 24th day of February, 2021 in the office of the Judge of Probate, Jefferson County, Alabama (a copy of which is attached hereto and incorporated herein by reference as Exhibit "A").

10. Defendant Randal Eades has stated that his and the Decedent's intentions were to sell the Decedent's home, deposit all or the majority of proceeds into a bank account to bankroll



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the formation of a corporation to provide future income for the Decedent and Defendant Randal Eades, both unemployed.

11. After said Quitclaim Deed to Defendant Kyle Eades was filed of record and recorded in the Office of the Probate Judge of Jefferson County, Alabama, Defendant Kyle Eades placed the Property up for sale.

12. On June 9, 2021, a General Warranty Deed was executed by Defendant Kyle Eades, conveying the Property to Deborah Friedman in consideration of \$205,000.00, said General Warranty Deed being filed of record on the 21st day of June, 2021 in the Office of the Judge of Probate of Jefferson County, Alabama (a copy of which is attached hereto and incorporated herein by reference as Exhibit "B").

13. Plaintiff believes there was no mortgage of record on the Property owned by the Decedent. Defendants deposited the net proceeds of the sale of the Decedent's Property into Defendants' existing bank account and/or a bank account opened later. Plaintiff believes the proceeds from the sale of the Property was greater than \$205,000.00, which sum of money was used by the Defendants for their own personal benefit.

14. On or about July 6, 2021, Defendant Kyle Eades, through his attorney, Charles H. Moses, III, filed those certain documents with the Alabama Secretary of State, forming Eades Elite Contractors, Inc., a domestic corporation (hereinafter "Corporation") with the intent to "engage in real estate improvements and construction of buildings or other improvements" (a copy of which is attached hereto and incorporated herein by reference as Exhibit "C").

15. Defendant Randal Eades' son, Defendant Kyle Eades, is believed to be the only principal and/or member/owner of said Corporation.



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16. Amethyst Blow's father, the Decedent, died on November 18, 2021, approximately 157 days after allegedly deeding the Property to Defendant Kyle Eades, son of Defendant Randal Eades, and approximately 137 days after the formation of said Corporation.

COUNT ONE
Fraud / Undue Influence

17. Plaintiff adopts and incorporates the allegations of paragraphs 1 through 16 above as if fully set out herein.

18. Plaintiff alleges that:


(a) The Quitclaim Deed upon which the Plaintiff is suing was procured by the Defendants by undue influence in that the Defendants took unfair advantage of the Decedent, and unduly influenced the Decedent in procuring the Quitclaim Deed.

(b) Defendant Randal Eades used his position as caregiver to unduly influence the Decedent to sign the Quitclaim Deed conveying the Property owned by the Decedent to Defendant Randal Eades' son, Defendant Kyle Eades.

(c) Defendants took advantage of the vulnerability of the Decedent by taking control of the ownership of the Property owned by the Decedent, selling said home, and pocketing the sale proceeds for their own benefit.

(d) Defendant Randal Eades used his position and authority as caregiver for the Decedent to unduly influence the Decedent into a transaction with an inequitable result for the Decedent, and ultimately, his estate, depriving Decedent's daughter, Amethyst Blow, from the inheritance that she was legally entitled to as the sole heir of her father.

(e) Due to the actions and tactics of Defendant Randal Eades, the property which the Decedent's daughter, Amethyst Blow, was to receive as the only heir of the



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Decedent was unlawfully converted by Defendant Randal Eades and Defendant Kyle Eades for their own benefit.

WHEREFORE, Plaintiff demands judgment against the Defendants, including the Fictitious Defendants, in the amount of \$205,000.00 in compensatory damages, together with punitive damages, attorney's fees, interest and costs.

COUNT TWO

Failure or Lack of Consideration

19. Plaintiff adopts and incorporates the allegations of paragraphs 1 through 18 above as if fully set out herein.

20. The Quitclaim Deed upon which the Plaintiff is suing is unenforceable because the Defendants gave no consideration as contemplated by the said instrument and, therefore, no mutuality of consideration.

WHEREFORE, Plaintiff demands judgment against the Defendants, including the Fictitious Defendants, in the amount of \$205,000.00 in compensatory damages, together with punitive damages, attorney's fees, interest and costs.

COUNT THREE

Money Had and Received

21. Plaintiff adopts and incorporates the allegations of paragraphs 1 through 20 above as if fully set out herein.

22. Plaintiff claims the sum of \$205,000.00 for money had and received by Defendants, and demands judgment in said amount, together with interests and costs.



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WHEREFORE, Plaintiff demands judgment against the Defendants, including the Fictitious Defendants, in the amount of \$205,000.00 in compensatory damages, together with punitive damages, attorney's fees, interest and costs.

COUNT FOUR
Conversion

23. Plaintiff adopts and incorporates the allegations of Paragraphs 1 through 22 above as if fully set out herein.

24. The Defendants have failed to deliver to the Plaintiff the proceeds due the Plaintiff from the sale of the Decedent's Property, and has deprived the Plaintiff of said Property.

25. The actions of Defendants in failing to deliver the proceeds from the sale of the Decedent's Property was a willful and intentional conversion of the proceeds due the Plaintiff by converting to Defendants' own use the money derived from the sale of the Decedent's Property.

26. Plaintiff claims punitive damages of the Defendants because of the Defendants' willful and intentional conduct.

WHEREFORE, Plaintiff demands judgment against the Defendants, including the Fictitious Defendants, in the amount of \$205,000.00 in compensatory damages, together with punitive damages, attorney's fees, interest and costs.

COUNT FIVE
Unconscionability

27. Plaintiff adopts and incorporates the allegations of Paragraphs 1 to 26 above as if fully set out herein.

28. The actions of the Defendants in influencing the Decedent to sign over the deed to his Property to the Defendants, then selling the Property and pocketing the sale proceeds exclusively for the Defendant's own personal use was then, and is now, unconscionable, for which



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Defendants are obligated to return these ill-gotten gains in full to Plaintiff, and furthermore should be punished for such blatant and nefarious acts.

WHEREFORE, Plaintiff demands judgment against the Defendants, including the Fictitious Defendants, in the amount of \$205,000.00 in compensatory damages, together with punitive damages, attorney's fees, interest and costs, in an amount to be determined by a jury.

Respectfully submitted,

Alexander W. Jones, Jr. (JON008)
ASB-9177-070A
PRITCHARD, MCCALL & JONES, L.L.C.
505 20th Street North, Suite 1210
Birmingham, AL 35203
(205) 328-9190 / alexj@pm-j.com
Attorney for Plaintiff Amethyst Blow as
Personal Representative of the Estate
of Gerald Kiby Blow, deceased

JURY DEMAND

Plaintiff demands trial by struck jury of all issues in this cause.

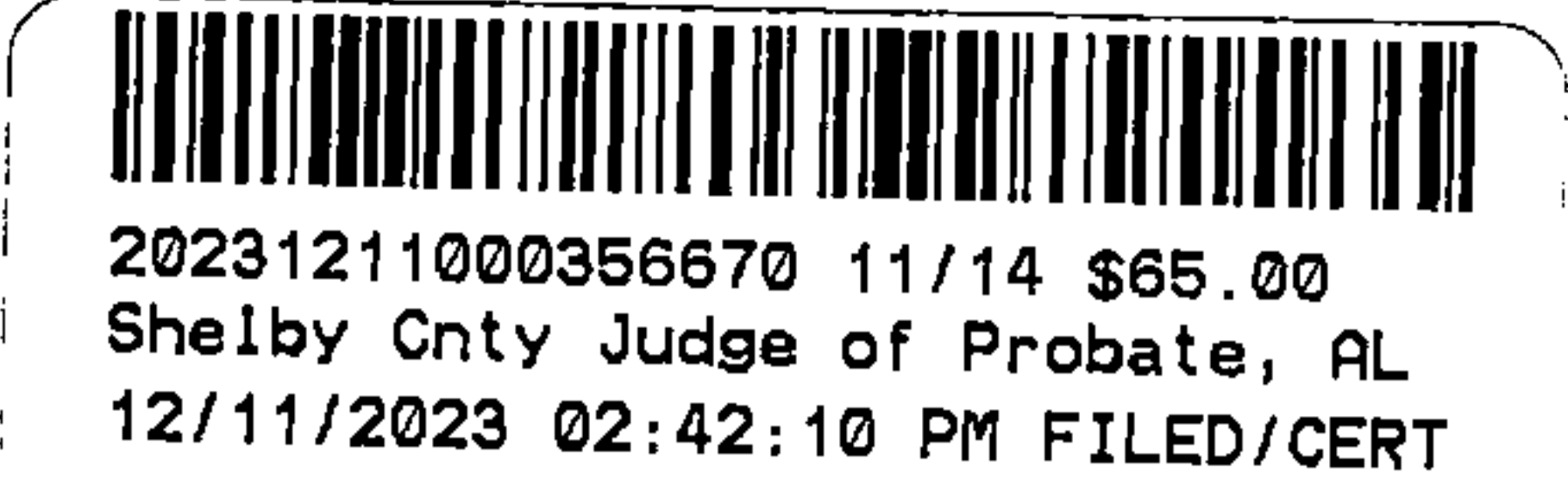
Of Counsel

**PLEASE SERVE DEFENDANTS BY
CERTIFIED MAIL AS FOLLOWS:**

Harold Randal Eades
116 Katie Acres Lane
Wilsonville, AL 35186

Kyle Eades
116 Katie Acres
Wilsonville, AL 35186

Eades Elite Contractors, Inc.
4000 Eagle Point Corporate Drive
Birmingham, AL 35242



This instrument was provided by:
Mike Atchison
Attorney at Law, Inc.
P. O. Box 822
Columblana, Alabama 35051

After recording, return to:
Kyle D. Eades
116 Katie Acres Lane
Wilsonville, AL 35186

STATE OF ALABAMA,
JEFFERSON COUNTY

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, That for and in consideration of the sum of FIVE DOLLARS AND ZERO CENTS (\$5.00) and other good and valuable consideration, in hand paid to the undersigned, the receipt whereof is hereby acknowledged, the undersigned, Gerald Kirby Blow, a single man, hereby remises, releases, quit claims, grants, sells, and conveys to Kyle D. Eades (hereinafter called Grantee), all his right, title, interest and claim in or to the following described real estate, situated in Jefferson County, Alabama, to-wit:

See Attached Exhibit "A" Legal Description

The above described property constitutes no part of the homestead of the Grantor or her spouse.

This Deed was prepared from data furnished by the Grantee. No Title Examination was requested or undertaken. The preparer of this Instrument has not reviewed the status of Title on this property, has not been employed to do so, and acts only as the drafter of this Instrument.

TO HAVE AND TO HOLD to said GRANTEE forever.

Given under my hand and seal, this 15th day of February, 2021.

Gerald Kirby Blow
Gerald Kirby Blow

STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Gerald Kirby Blow whose name(s) is/are signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 15th day of February, 2021.

Stephanie R Peterson
Notary Public
My Commission Expires: 9/1/2024



Exhibit "A" Legal Description



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Begin at the southwest corner of Section 14, Township 18, Range 2 West, run east along the south boundary line of said section, 641.5 feet; thence 92° 21' left 1066.5 feet for a point of beginning; thence continue along the same course 633.5 feet; thence 87° 39' left 397.1 feet; thence 96° 33' left 475.25 feet; thence 51° 55' left 142.4 feet to point of curve having a radius of 567.22 feet and a Delta of 19° 08' to left; thence continue around said curve 189.41 feet to point of tangent; thence along said tangent 73.30 feet to point of beginning, containing five acres more or less, and being part of Lots 12 and 13 of the Jonas Schwab Company survey as recorded in Map Book 5, Page 35, in the Probate Office of Jefferson County, Alabama. Mineral and mining rights expected.

SOURCE OF TITLE: Deed Book 6129 Page 496 (Note: Luther H. Blow and Daisey R. Blow acquired title jointly with rights of survivorship, and Luther H. Blow predeceased Daisey R. Blow. Daisey R. Blow (also known as Daisey R. Blow) subsequently died, and her Last Will and Testament was admitted to record in the Probate Court of Jefferson County, Alabama, Case No. 124123. The said decedent's estate was administered by said Court and closed by Consent Settlement. Pursuant to the terms of the decedent's said Will, the subject real estate passed to the Grantors, equally.)

PROBATE COURT



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Prepared by:
Robert McNearney III
2870 Old Rocky Ridge Road
Suite 160
Birmingham, AL 35243

Send Tax Notice To:
Deborah Friedman
369 Compass Point
#202
Bradenton, FL 34209

GENERAL WARRANTY DEED

State of Alabama
County of Jefferson

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of Two Hundred Five Thousand Dollars and No Cents (\$205,000.00) to the undersigned Grantor (whether one or more), in hand paid by the grantee herein, the receipt whereof is acknowledged I or we, Kyle D. Eades, an unmarried person, whose address is (herein referred to as Grantor, whether one or more), grant, bargain, sell and convey unto Deborah Friedman whose 369 Compass Point #202 Bradenton FL 34209 address is (herein referred to as Grantee, whether one or more), the following described real estate situated in Jefferson County, Alabama, to wit:

Commence at the SW Corner of Section 14, Township 18 South, Range 2 West, Jefferson County, Alabama; thence N 90°00'00" E for a distance of 641.50'; thence N 01°21'00" W for a distance of 1066.50' to the Northerly R.O.W. line of Greendale Road; thence N 76°38'51" W and along said R.O.W line for a distance of 73.30' to a curve to the right, having a radius of 567.22', and subtended by a chord bearing of N69°04'47" W, and a chord distance of 148.47'; thence along the arc of said curve and along said R.O.W. line for a distance of 148.90' to the POINT OF BEGINNING; thence N 58°19'51" W and along said R.O.W. line a distance of 143.81' to the centerline of a 20' wide ingress/egress easement; thence N 34°51'31" E and along said centerline of easement a distance of 44.52'; thence N 27°37'31" E and along said centerline of easement a distance of 42.17'; thence N 15°57'31" E and along said centerline of easement a distance of 47.10' thence N 73°11'43" E and leaving said centerline of easement a distance of 72.92'; thence S 64°34'13" E a distance of 84.16'; thence S 24°22'12" W a distance of 197.20' to the POINT OF BEGINNING.

Subject to: All easements, restrictions and rights of way of record.

TO HAVE AND TO HOLD, to the said Grantee, his her or their heirs and assigns forever.

And I (we) do for myself (ourselves) and for my (our) heirs, executors, and administrators covenant with the said Grantees, their heirs and assigns, that I am (we are) lawfully seized in fee simple of said premises; that they are free from all encumbrances, unless otherwise noted above; that I (we) have a good right to sell and convey the same as aforesaid; that I (we) will and my (our heirs), executors, and administrators shall warrant and defend the same to the said Grantees, their heirs and assigns forever, against the lawful claims of all persons.

EX "B"



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IN WITNESS WHEREOF, I/we have hereunto set my/our hand(s) and seal(s), this the 9th day of June, 2021.

Kyle Eades
Kyle D. Eades

State of Alabama
County of Jefferson

I, the undersigned, a Notary Public in and for the said county, in said state, hereby certify that Kyle D. Eades is/are signed to the foregoing conveyance, and who is/are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 9th day of June, 2021.

Andrea Laney
Notary Public, State of Alabama
Printed Name of Notary
My Commission Expires: 11/5/2021



ORIGINAL DOCUMENT