

STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

IN THE COURT OF COMMON PLEAS  
13<sup>TH</sup> JUDICIAL CIRCUIT

Alexandra Bradshaw f/k/a Alexandra Bess  
King,

Case No. 2025-CP-23-00 \_\_\_\_

Plaintiff,

v.

**SUMMONS**

Jasper Marshall Dye, III, individually and as  
Trustee of the Dye Family 2012 Irrevocable  
Trust; Dye Holdings Group, LLC; and Dye  
Group Holdings, Inc.

Defendants,

TO: THE DEFENDANTS NAMED ABOVE:

YOU ARE HEREBY SUMMONED and required to answer the Complaint herein, a copy of which is herewith served upon you, and to serve a copy of your answer to said Complaint upon the subscriber at his office, P.O. Box 9583 Greenville, SC 29604 within thirty (30) days after service hereof, exclusive of the day of service. If you fail to answer the Complaint within the time aforesaid, the Plaintiff will apply to the Court for the relief demanded therein, and judgment by default will be rendered against you for the relief demanded in the Complaint.

TIMMONS BROGDON LAW FIRM, LLC

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*Attorney for Plaintiff*

Greenville, SC  
February 28, 2025

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Plaintiff,

**VERIFIED COMPLAINT**

v.

Jasper Marshall Dye, III, individually and as  
Trustee of the Dye Family 2012 Irrevocable  
Trust; Dye Holdings Group, LLC; and Dye  
Group Holdings, Inc.

Defendants,

COMES NOW, Alexandra Bradshaw f/k/a Alexandra Bess King (“Lexie”), by and through the undersigned counsel, and hereby complains of Defendants Jasper Marshall Dye, III (“Dye”), individually and as the Trustee of the Dye Family 2012 Irrevocable Trust (“the Trust”), Dye Holdings Group, LLC and Dye Group Holdings, Inc. (“Dye Holdings Group”) (collectively, “the Parties”) and alleges follows:

**PARTIES, JURISDICTION AND VENUE**

1. Lexie a resident and citizen of Hamilton County, Tennessee.
2. Upon information and belief, Dye is a resident and citizen of Greenville County, South Carolina.
3. Upon information and belief, Dye is the Trustee the Dye Family 2012 Irrevocable Trust (the “Trust”).
4. Upon information and belief, Defendant Dye Group Holdings, Inc. is a domestic corporation registered in South Carolina d/b/a Dye Holdings Group, LLC (hereinafter “Dye Holdings”).

5. The Court has jurisdiction over the subject matter complained of in this complaint as provided by the Contract/Settlement Agreement and Personal Guaranty.
6. Venue is proper in this Court as provided by the Contract/Settlement Agreement and Personal Guaranty.

### **FACTUAL ALLEGATIONS**

7. On or about June 26, 2020, Lexie and Dye and Dye Holdings entered into a Confidential Full Release and Settlement Agreement (hereinafter “the Settlement Agreement”). Pursuant to the terms of the Agreement, the factual circumstances of Lexie’s alleged claims against Defendants are to remain confidential.
8. Under the terms of the Settlement Agreement, Dye and Dye Holdings jointly and severally agreed to make one hundred eighty (180) monthly payments – **which equates to fifteen (15) years of monthly payments** - to Lexie in the amount of \$7,000.00 per month. *(emphasis added)*.
9. The monthly payments were required to be paid on or before the 10<sup>th</sup> of each month beginning on July 10<sup>th</sup>, 2020.
10. Payments were made by Dye to Lexie for fifty-three (53) consecutive months – beginning in July 2020 and ending in December 2024.
11. The Settlement Agreement provides that should payment not be made by the 20<sup>th</sup> day of any month from Dye to Lexie, the remaining payments shall accelerate and become due and payable immediately.
12. Additionally, Dye, individually and as Trustee of the Trust, executed a separate Personal Guaranty guaranteeing the obligations of the Settlement Agreement, including the

Settlement Payments owed to the Lexie under the Settlement Agreement which was also confidential.

13. The Guaranty provides that Dye absolutely and unconditionally agreed to the payment terms set forth above including without limitation any and all principal, accrued interest as allowed by law, attorneys' fees, and/or costs that may become due in the event that Dye and Dye Holdings defaulted.
14. The representations that Dye, Dye Holdings, and the Trust made about the ability of the Dye Family 2012 Irrevocable Trust to secure the payments to the Lexie were material to the formation of the Agreement and per the agreement of the parties the Statute of Elizabeth attaches hereto regarding any attempts Dye, Dye Holdings or the Trust make to thwart the indebtedness owed to Lexie pursuant to the Settlement Agreement.
15. Pursuant to the Settlement Agreement and Personal Guaranty, in the event the Parties defaulted on the payments, the entire balance of the Settlement Amount is accelerated and becomes due along with interest, as allowed by law, attorneys' fees and costs .
16. Dye, Dye Holdings Group, and the Trust breached the terms of the Settlement Agreement by failing to make the monthly payments due in January 2025 by the 10<sup>th</sup> of each month.
17. On February 4, 2025, Plaintiff sent notice (the "Notice") to Dye, Dye Holdings Group, and the Trust of the breach of the Settlement Agreement and Personal Guaranty due to nonpayment of the Settlement Amount and demanded accelerated payment of the total remaining balance owed to Lexie within ten (10) days.
18. Dye, Dye Holdings Group, and the Trust failed to respond to the Notice.

19. Dye, Dye Holdings Group, and the Trust further breached the terms of the Settlement Agreement by failing to make the monthly payments due in February 2025 by the 10<sup>th</sup> of each month.
20. As of the date of filing of this Complaint, the default has not been cured by Dye, Dye Holdings Group, or the Trust, which has caused significant monetary harm to Lexie.
21. Therefore, the entire balance of the Settlement Amount is accelerated with interest and attorneys' fees, and Lexie hereby demands payment in full.

**FOR A FIRST CAUSE OF ACTION  
(Breach of Contract/Enforcement of Settlement Agreement)**

22. Lexie incorporates by reference the foregoing paragraphs as if fully stated herein.
23. The Settlement Agreement constitutes a valid and binding contract between the Lexie, Dye, Dye Holdings Group, and the Trust.
24. Dye, Dye Holdings Group, and the Trust are in breach of the Settlement Agreement due to their failure to make monthly payments as required by the Settlement Agreement.
25. Dye, Dye Holdings Group, and the Trust are further in breach of the Settlement Agreement due to their failure to issue accelerated payment of the remaining balance of the obligation owed to Plaintiff as required by the Settlement Agreement.
26. The principal balance owed on the Settlement Agreement is \$896,000.00.
27. Lexie has sustained damages of \$896,000.00, plus costs, expenses, attorneys' fees, and pre/post judgment interest as a direct and proximate result of Dye, Dye Holdings Group, and the Trust breaches of the Settlement Agreement.

**FOR A SECOND CAUSE OF ACTION  
(Breach of Guaranty – Defendants Dye, individually and as Trustee of the Dye Family 2012 Irrevocable Trust)**

28. Lexie incorporates by reference the foregoing paragraphs as if fully stated herein.

29. The Guaranty constitutes a valid and binding agreement between Lexie and Dye, individually and as Trustee of the Trust.
30. Dye, individually and as Trustee of the Trust, is in breach of the Guaranty due to the Trust's failure to guarantee or otherwise execute the guaranty obligations owed to the Lexie, violating the express terms of Guaranty when demanded upon.
31. The principal balance owed on the Settlement Agreement is \$896,000.00.
32. Lexie has sustained damages of \$896,000.00, plus costs, expenses, attorneys' fees, and pre/post judgment interest as a direct and proximate result of Dye, Dye Holdings Group, and the Trust's breaches of the Settlement Agreement and Personal Guaranty.

**FOR A THIRD CAUSE OF ACTION  
(Constructive Trust/Statute of Elizabeth – As to All Defendants)**

33. Lexie incorporates by reference the foregoing paragraphs as if fully stated herein.
34. Upon information and belief, Dye, Dye Holdings Group, and the Trust have transferred certain assets to avoid its creditors to other entities yet to be identified by Lexie in direct violation of S.C. Code Ann. § 27-3-10.
35. As a result, any transfers of any assets otherwise maintained or held by Dye, Dye Holdings Group and the Trust, from the date of signing the Settlement Agreement and Guaranty shall have no force and effect and shall be deemed null and void.
36. In conjunction with the constructive trust complained of requested herein, Lexie is entitled to a constructive trust over all assets maintained by entity upon which Dye, Dye Holdings Group, or the Trust has any interest in.

WHEREFORE, Lexie respectfully requests the relief of an entry of judgment jointly and severally against Dye, Dye Holdings Group and the Trust in the amount of \$896,000.00, plus costs,

expenses, reasonable attorneys' fees and pre/post judgment interest as allowable under South Carolina law and such other relief as this Court deems just and proper.

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Defendants,

**VERIFICATION**

PERSONALLY, appeared before me ALEXANDRA BRADSHAW the undersigned, who first being duly sworn deposes and says, under oath that she is the Plaintiff in the forgoing action; that she has read the contents of the Complaint and knows the same to be true, except as to those matters and things alleged upon information and belief and, as to those matters and things, she believes them to be true.

Alexandra Bradshaw  
Alexandra Bradshaw

Sworn to and Subscribed before me  
This 17 day of February, 2025

William D. Parsons  
Notary Public for ~~South Carolina~~ Tennessee  
My Commission expires: 08/11/25

