

JURISDICTION

1. The voyage addressed herein occurred on the navigable waters of the United States and within the territorial waters of the State of North Carolina. This action is brought under the General Maritime Law and contains admiralty or maritime claims. Jurisdiction is proper in this Court pursuant to the "Savings to Suitors Clause," 28 U.S.C. § 1333.

PARTIES

2. David A. Woodcock is a resident and citizen of Forsyth County, North Carolina, and is the duly appointed Administrator of the Woodcock Estate, as evidenced by the records of the Clerk of Court of Forsyth County, File No.09-E-1780.

3. David A. Woodcock is the spouse of Cynthia Diane Collins Woodcock ("Mrs. Woodcock").

4. Stephen G. Shoup is a resident and citizen of Grand County, Colorado, and is the duly appointed Executor of the Shoup Estate, as evidenced by the Letters Testamentary, Grand County, Colorado, Case No. 2009PR38 and Letters Testamentary Brunswick County, North Carolina, Case No. 09E-1026.

5. Stephen G. Shoup is the spouse of Lorrie Beth Shoup ("Mrs. Shoup").

6. Robert Alan Whitman ("Mr. Whitman") is a resident and citizen of Union County, New Jersey.

7. Bradley Robert Whitman, a minor, is a citizen and resident of Union County, New Jersey. He was 12 years old at the time of the incident described herein.

8. Paige Serafina Whitman, a minor, is a citizen and resident of Union County, New Jersey. She was 11 years old at the time of the incident described herein.

9. Briana Sommer Whitman, a minor, is a citizen and resident of Union County, New Jersey. She was 8 years old at the time of the incident described herein.

10. Alison Elizabeth Whitman, a minor, is a citizen and resident of Union County, New Jersey. She was 5 years old at the time of the incident described herein.

11. Hereinafter, Bradley Robert Whitman, Paige Serafina Whitman, Briana Sommer Whitman and Alison Elizabeth Whitman are referred to collectively as the "Whitman Children." The mother of the Whitman Children, Valerie Jean Geissler-Whitman is hereinafter referred to as "Mrs. Whitman." The Whitman Children, Mr. Whitman and Mrs. Whitman are hereinafter collectively referred to as the "Whitman Family."

12. Mr. Whitman is the father and duly appointed Guardian Ad Litem of each of the Whitman Children, with authority to maintain this civil action in their behalf.

13. Plaintiffs are informed and believe and therefore allege that Ocean Isle Beach Water Sports, Inc. ("OIB Water Sports") is a corporation organized and existing in the State of North Carolina with its principal place of business in Brunswick County, North Carolina.

14. Plaintiffs are informed and believe and therefore allege that NC Watersports, Inc. ("NC Watersports") is a corporation organized and existing in the State of North Carolina with its principal place of business in Brunswick County, North Carolina.

15. Plaintiffs are informed and believe and therefore allege that Barrett G. McMullan ("Mr. McMullan") is a citizen and resident of Brunswick County, North Carolina.

16. Plaintiffs are informed and believe and therefore allege that, at all times relevant hereto, Mr. McMullan was the President and sole shareholder of OIB Water Sports and NC Watersports.

17. Plaintiffs are informed and believe and therefore allege that OIB Water Sports is the owner of the M/V TIED HIGH, a 2007 model Ocean Pro, 31 foot documented vessel of the United States, Official Number 1195615, Hull Identification Number CNXO0069J607, and all of her engines, tackle, apparel, etc. Further, Plaintiffs are informed and believe and therefore allege that OIB Water Sports is the owner of all equipment attached to or used in connection with the parasailing operations that were conducted upon said vessel.

18. Plaintiffs are informed and believe and therefore allege that NC Watersports was the charterer of the M/V TIED HIGH pursuant to an arrangement with Mr. McMullan and/or OIB Water Sports.

FACTS

19. OIB Water Sports and NC Watersports are in the business of providing boat rides, parasailing and "banana boat" services for pay in the vicinity of Ocean Isle Beach, North Carolina.

20. Thomas Povazan ("Captain Povazan"), a licensed Captain, and Mr. McMullan, a licensed Captain, both, on occasion, operate the M/V TIED HIGH in the performance of providing these services.

21. Mr. McMullan solicits customers (i.e. parasailing or boat passengers) for these services.

22. Plaintiffs are informed and believe and therefore allege that at all times relevant herein, Captain Povazan was acting on and behalf of Defendants OIB Water Sports, NC Watersports and Mr. McMullan who are legally responsible for his actions and omissions.

23. Mr. McMullan, OIB Water Sports and/or NC Watersports have conducted parasailing activities on the M/V TIED HIGH since in or around 2007.

24. After he incorporated NC Watersports on January 13, 2009, Mr. McMullan, upon information and belief, created the arrangement between his two companies (OIB Water Sports and NC Watersports), whereby NC Watersports would conduct the parasail rides on the M/V TIED HIGH as a mere continuation of previous operations.

25. At all times relevant hereto, Mr. McMullan, Captain Povazan, NC Watersports and OIB Water Sports were responsible for ensuring the safety of the passengers aboard the vessel M/V TIED HIGH.

26. On August 28, 2009, Mrs. Woodcock and Mrs. Shoup, along with Sybil Carpenter Baraks ("Sybil"), were vacationing in Ocean Isle Beach. Similarly, the Whitman Family was vacationing in Ocean Isle Beach.

27. During their vacations, Mrs. Shoup, Mrs. Woodcock and the Whitman Family were enticed by advertisements for Defendants' operations.

28. The advertisements for Defendants' operations include statements that:

- a. "No experience is necessary";
- b. "is fun for all ages";
- c. "An experienced crew including a U.S.C.G certified Master Captain will guide you all the way";
- d. "Our safety conscious crew guarantees to work hard to ensure you have a fun, safe and enjoyable experience that will be the highlight of your vacation"; and
- e. "Spectators (boat riders) are encouraged".

29. Mrs. Shoup, Mrs. Woodcock and the Whitman Family made reservations with the Defendants for a parasailing voyage.

30. On the afternoon of August 28, 2009, Mrs. Shoup, Mrs. Woodcock, the Whitman Family, Sybil and other passengers went to Defendants' office and met with Mr. McMullan to prepare for a parasailing voyage.

31. However, at no time prior to the voyage did Mr. McMullan or anyone on behalf of OIB Water Sports or NC Watersports provide any safety instructions or information. Neither Captain Povazan nor Mr. McMullan provided any safety instructions, showed any video, provided any brochures, pamphlets or the like. Rather, Mr. McMullan stated that "It's a little rough out there today, but no big deal." Mr. McMullan further assured the passengers that they would "have a ball."

32. The Defendants and Captain Povazan made a joint decision to commence the parasailing voyage at approximately 1:00 p.m. on August 28, 2009 upon the M/V TIED HIGH, despite urgent marine messages with small craft advisories having been issued by the National Weather Service.

33. At approximately 1:00 p.m., Mr. McMullan assisted in loading passengers onto the M/V TIED HIGH and the voyage commenced from or near the Ocean Isle Fishing Center. At the commencement of the voyage, there were 12 passengers aboard the M/V TIED HIGH and she was crewed by a rain jacket-clad Captain Povazan and Christopher James Echert ("Mate Echert") acting as mate.

34. As the vessel was steered down the Intracoastal Waterway and out of the Shallotte Inlet, passengers inquired of Captain Povazan as to whether the weather conditions were safe for the parasailing voyage. Captain Povazan reassured the passengers that the conditions were safe and that "it would stop raining."

35. Captain Povazan's sole instruction to the passengers was that they should vomit off the aft or rear of the vessel if they became seasick.

36. After a short run into the Atlantic Ocean, two of the passengers parasailed together—which involved them wearing a harness attached both to a rope line and a parachute, being launched from the rear of the vessel, "sailing" in the air via wind in the parachute and being reeled back in by a winch on the vessel that held the remainder of the rope line.

37. Despite worsening weather and sea conditions, Captain Povazan continued the voyage rather than returning to the dock.

38. After the first flight, Mrs. Woodcock and Mrs. Shoup were placed into parasail harnesses and launched into the air from the rear of the vessel.

39. During the time Mrs. Woodcock and Mrs. Shoup were airborne, without the benefit of proper instruction and being otherwise defenseless, the weather and seas continued to worsen as a line of storms approached. The wave heights increased and the winds howled.

40. While Mrs. Woodcock and Mrs. Shoup were airborne, the passengers became terrified. Sybil asked Captain Povazan, "Isn't it time to bring them down? Can you bring them in?" Captain Povazan replied, "I'm trying."

41. The vessel was rocking heavily and taking on water. Captain Povazan instructed one of the Whitman Children to move to the other side of the vessel, apart from the rest of the Whitman Family, to help balance the vessel.

42. The waves continued to increase. Some waves were as large, upon information and belief, as 15 to 20 feet. The Whitman Children and other passengers thought that the vessel would capsize. They hung onto each other and the vessel for dear life.

43. After several minutes of being tossed around the rough seas, with sea water spilling into the vessel, it became clear to the passengers that Captain Povazan and Mate Echert were unable to pull Mrs. Woodcock and Mrs. Shoup back into the vessel. The winds were too strong, and the wench used to pull the rope line would not function. Mrs. Woodcock and Mrs. Shoup had to be aware of their peril when efforts to wench them back to the vessel failed.

44. Mate Echert, following orders from Captain Povazan, cast the anchor overboard.

45. Passengers could hear the rope line straining as Mrs. Woodcock and Mrs. Shoup were violently whipped around.

46. During this time, Mr. Whitman suggested to Mate Echert that he should let out more anchor line because the bow of the vessel was being pulled into the water and the vessel was at risk of swamping in the large waves. Mr. Whitman then asked Mate Echert if he had a knife, suggesting that the mate may need to cut the anchor line if something went wrong.

47. Captain Povazan then told Mate Echert to let out more anchor line. Mate Echert complied.

48. Mrs. Woodcock and Mrs. Shoup presumably could observe the frantic activities aboard the vessel as they were whipped around by the parachute harnessed to them.

49. Mrs. Whitman called the contact number she had for the Defendants on her mobile phone and spoke to a Mr. McMullan, whom she told that the passengers were in terrible trouble and that they required immediate help. Mrs. Whitman, at the request of other passengers, twice again tried to call, but received voicemail.

50. No other vessels were in the area to lend assistance.

51. Upon information and belief, at no time did Captain Povazan or Mate Echert call or signal the Coast Guard or 911.

52. Rather, Captain Povazan spoke with Mr. McMullan on his mobile phone. Captain Povazan asked Mr. McMullan for help. Specifically, he requested that another vessel be launched and to “hurry.” Sybil asked Captain Povazan what another vessel would do. Captain Povazan replied that another vessel would use another rope to get Mrs. Woodcock and Mrs. Shoup down.

53. Regardless, no other vessel ever arrived or was seen by the passengers.

54. Sybil assisted a young woman who needed a life preserver, but the available life jackets were all too small and did not properly fit the woman. Until a suitable jacket was located, the young woman had to cling to two life jackets.

55. After approximately 15 minutes, the rope line suddenly snapped.

56. The parachute, to which Mrs. Woodcock and Mrs. Shoup remained harnessed, slowly descended to the water.

57. As the parachute and the women—who had not been trained as to how to detach themselves from the parachute or deflate the parachute—entered the water, a gust of wind caught the parachute, which began violently dragging Mrs. Woodcock and Mrs. Shoup as the winds pushed the still-inflated parachute across the rough seas.

58. Repeatedly, the women crashed against the water as they were dragged across the ocean’s surface away from the vessel.

59. Captain Povazan instructed Mate Echert to cut the anchor line, which he did, and the vessel chased after the women at, upon information and belief, full throttle.

60. One passenger, a non-party adult male, repeatedly yelled “We are all going to die!”

61. Mr. Whitman lent his life jacket to Mate Echert, who did not have one of his own.

62. As the chase continued, the vessel repeatedly crashed into and over the ocean's surface as water poured into the vessel.

63. The passengers, horrified, were screaming and holding onto each other and the vessel.

64. Eventually, the vessel gained on and passed the parachute and Mrs. Woodcock and Mrs. Shoup. At this point, Mate Echert jumped from the vessel and attempted to grab the parachute out of the air, but was unsuccessful.

65. The parachute continued to drag Mrs. Woodcock and Mrs. Shoup. Captain Povazan, leaving Mate Echert in the water, again tried to catch up with the parachute.

66. The passengers, including the Whitman Children, grouped together and recited the Lord's Prayer.

67. The vessel again caught up with the parachute. At this point, Captain Povazan turned the vessel into the direct trajectory of the approaching parachute.

68. Mrs. Woodcock and/or Mrs. Shoup, upon information and belief, slammed into the vessel.

69. Mrs. Woodcock and Mrs. Shoup, still being pulled by the parachute, then came onto the vessel and ropes attached to them became entangled with the vessel. Mrs. Woodcock became partially caught and was dangling upside down from a bar in the middle of the vessel. Mr. Whitman, without the benefit of his life jacket (it was in the sea with Mate Echert) attempted to detach Mrs. Woodcock—who had become partially caught and was dangling upside down from a bar in the middle of the vessel—from her harness. Both women were in plain view of the passengers.

70. The parachute continued to pull and the vessel began to tip. The vessel turned on its side and sea water rushed in. The passengers were certain the vessel would capsize.

71. The Whitman Children feared for their lives.

72. Eventually, the ropes became untangled and the vessel righted itself, slinging passengers around the vessel. One of the Whitman Children, unable to keep hold of the gunwale, was thrown across the vessel and separated from the Whitman Family. Mr. Whitman was also thrown across the vessel.

73. The still airborne parachute immediately pulled the women away from the vessel and resumed dragging them across the rough seas.

74. At this point, Captain Povazan turned the vessel towards, and picked up, Mate Echert.

75. Captain Povazan again raced the vessel towards the parachute at, upon information and belief, full throttle. He again caught up with the women as the parachute continued to drag them. Mate Echert again jumped from the vessel in an attempt to pull the parachute from the air. Mate Echert succeeded in reaching the women. By this time the parachute was near or under a pier.

76. Eventually, the parachute became tangled under the pier, and Mrs. Woodcock and Mrs. Shoup were retrieved by Emergency Medical Services personnel. Attempts at cardiopulmonary resuscitation were futile.

77. Mr. McMullan was standing on the beach as Captain Povazan beached the vessel.

78. On August 28, 2009, Mrs. Woodcock and Mrs. Shoup were killed and the Whitman Children were severely emotionally distressed due to the negligence, gross negligence

and wanton conduct of the Defendants, as owners, operators, charterers, and/or Captains of the M/V TIED HIGH.

79. Mrs. Woodcock and Mrs. Shoup's unnecessary deaths were caused by blunt force trauma.

80. The Whitman Children's severe emotional distress, which has manifested itself, was caused by their fear for their own lives and the terrifying events of the voyage.

81. The activities, injuries, conditions, events and circumstances that occurred on August 28, 2009, were not contemplated by the Plaintiffs prior to the voyage.

82. Unbeknownst to the Plaintiffs, the National Weather Service ("NWS") had issued multiple weather statements or messages in effect for the day of August 28, 2009, regarding the vicinity of the voyage. With respect to the weather conditions:

- a. A Small Craft Advisory had been issued by the NWS. According to the NWS, "[a] small craft advisory means that seas of 6 feet or greater are expected to produce hazardous conditions to small crafts. Inexperienced mariners...especially those operating small vessels...should avoid navigating in these conditions."
- b. Southeast swells from Tropical Storm Danny were beginning to approach the area.
- c. On August 28, 2009, at 10:00 a.m., the weather forecast changed from showers and thunderstorms being "likely" (a 60% to 70% probability) to "numerous" (an 80% to 100% probability).

- d. The seas at Ocean Isle Beach, between 1:00 p.m. and 2:00 p.m. on August 28, 2009, were forecasted to be 4 to 6 feet. It was expected that every 1000th wave would be 8 to 12 feet.
- e. At approximately 1:01 p.m. on August 28, 2009, the NWS issued a Special Weather Statement for Pender, New Hanover, and Brunswick Counties concerning a line of thunderstorms moving West at 35 miles per hour.
- f. At approximately 1:00 p.m. on August 28, 2009, a device located at the pier at Ocean Isle Beach recorded wind gusts of 32 miles per hour.

83. NWS statements and predictions were available to Captain Povazan and Mr. McMullan via radio, including the radio aboard the M/V TIED HIGH. However, upon information and belief, at no time during the voyage was this radio in operation. Further, upon information and belief, neither Mr. McMullan nor Captain Povazan took any action to alert themselves of the Small Craft Advisory in effect on August 28, 2009, or the predicted weather and sea conditions.

84. The Defendants should never have embarked on this voyage, and, once at sea, should have returned to the dock prior to launching Mrs. Woodcock and Mrs. Shoup.

85. Upon information and belief, the manufacturer and/or retailer of the parachute that was attached to Mrs. Woodcock and Mrs. Shoup provided warnings to the Defendants that included a warning that stated: "Do not fly in winds exceeding manufacturer's or agent's recommended flight envelope, for details and maintenance refer to manual. Windspeed: 12 max mph." The actual and predicted wind speeds at the time and date of the voyage were well in excess of 12 miles per hour.

86. The Professional Association of Parasail Operators (“PAPO”) sets forth safe operating procedures for parasail flights. One or more of the Defendants were, upon information and belief, previously members of PAPO. Upon information and belief, a copy of the PAPO Operating Standards and Guidelines (“OSAG”) were aboard the M/V TIED HIGH on August 28, 2009. The OSAG provides, among other things, that when conducting a parasailing voyage: no equipment should be utilized outside of the manufacturer’s specifications; all passengers shall be shown a safety video and receive a safety briefing prior to leaving the dock; the Captain shall ensure each passenger understood all safety briefings; the Captain shall use all means available to evaluate weather conditions; required equipment includes an in-operation VHF radio.

87. Similar to PAPO, the Parasail Safety Council (“PSC”) also sets forth safe operating procedures for parasail flights. PSC, like PAPO, had restrictions and standards that were violated by Defendants both before and during August 28, 2009. The PSC safety guidelines address, among other things, the requirement of: a pre-voyage passenger safety briefing; a pre-voyage basic survival training session (on issues including evacuation from the parasailing harness and parachute deflation); a pre-flight weather evaluation; monitoring the VHF radio at all times.

88. Upon information and belief, past situations similar to those described herein have resulted in serious injury and/or death, and the Defendants were aware of the same on August 28, 2009.

FIRST CLAIM FOR RELIEF
(Negligence)

89. The allegations contained in all of the foregoing paragraphs are realleged and are incorporated herein by reference as if fully set forth.

90. OIB Water Sports, NC Watersports, and Mr. McMullan were negligent and grossly negligent in one or more of the following ways:

- a. Commencing the voyage under adverse and dangerous weather and sea conditions;
- b. Failing to terminate the voyage as sea and weather conditions worsened;
- c. Disregarding, failing to provide, failing to monitor and/or failing to utilize appropriate sources, policies and equipment regarding weather and sea conditions;
- d. Failing to provide proper safety instruction and education to passengers;
- e. Operating the vessel in violation of North Carolina Statutes, including N.C. Gen. Stat. § 75A-10, United States Code, including 46 U.S.C. § 2302, and other applicable standards and duties, including guidelines and regulations published by PAPO and PSC, manufacturer instructions, restrictions and warnings, and other standards, regulations, duties and restrictions described herein and those that will be shown at the trial of this matter;
- f. Deciding to fly Mrs. Woodcock and Mrs. Shoup at all, and further deciding to fly them without even taking measures to account for higher wind speeds, such as using a smaller parachute, a shorter tow line, etc.;
- g. Ignoring expressed concerns from passengers regarding the weather conditions during the voyage and commencing parasailing flights despite the same;
- h. Operating an unseaworthy vessel;

- i. Failing to take reasonable care to protect Mrs. Woodcock, Mrs. Shoup and the Whitman Children from danger;
- j. Failing to warn Plaintiffs of numerous dangers;
- k. Making misrepresentations and omissions of material facts and circumstances before and during the voyage;
- l. Entrusting the vessel in question to an insufficiently trained operator;
- m. Failing to exercise good and prudent seamanship in the maintenance and operation of the vessel M/V TIED HIGH;
- n. Failing to have appropriate back-up or rescue measures in place;
- o. Failing to exercise due care under the circumstances then and there existing;
- p. Failing to provide assistance to the M/V TIED HIGH and her passengers when in distress; and
- q. Acting and failing to act in other ways that are described herein and as will be shown at the trial of this matter.

91. The acts and omissions of the Defendants described herein were wanton and demonstrate a reckless disregard for the rights of others.

92. The carelessness, negligence, gross negligence and wanton conduct of OIB Water Sports, NC Watersports and Mr. McMullan were proximate causes of the injuries, damages and deaths of Mrs. Woodcock and Mrs. Shoup, and the injuries and damages of the Whitman Children.

93. As a direct and proximate result of the Defendants' negligence and gross negligence and wanton conduct, the Woodcock Estate is entitled to recover damages in excess of

Ten Thousand Dollars (\$10,000.00) under N.C. Gen. Stat. § 28A-18-2(b) and otherwise from Defendants as follows:

- a. Any and all expenses for the care, treatment and hospitalization incident to the injuries resulting in Mrs. Woodcock's death;
- b. Compensation for Mrs. Woodcock's pain and suffering;
- c. The reasonable funeral expenses for Mrs. Woodcock;
- d. The present monetary value of Mrs. Woodcock to persons entitled to receive the damages recovered, including but not limited to, compensation for the loss of Mrs. Woodcock's income, services, protection, care and assistance, whether voluntary or obligatory, to the persons entitled to receive the damages recovered; and Mrs. Woodcock's society, companionship, comfort, guidance, kindly offices and advice to the persons entitled to damages recovered;
- e. Such punitive damages as Mrs. Woodcock could have recovered, pursuant to Chapter 1D of the North Carolina General Statutes or otherwise, had she survived, punitive damages for causing Mrs. Woodcock's death through, malice, reckless or wanton conduct, and punitive damages for the unreasonable, indifferent, reckless, arbitrary and capricious conduct of OIB Water Sports, NC Watersports, Mr. McMullan, and Captain Povazan related to the subject accident; and
- f. The costs of court, pre-judgment interest and post-judgment interest to which the Woodcock Estate is entitled under the law, and to have all expert witness fees taxed as costs.

94. As a direct and proximate result of the Defendants' negligence and gross negligence and wanton conduct, the Shoup Estate is entitled to recover damages in excess of Ten Thousand Dollars (\$10,000.00) under N.C. Gen. Stat. § 28A-18-2(b) and otherwise from Defendants as follows:

- a. Any and all expenses for the care, treatment and hospitalization incident to the injuries resulting in Mrs. Shoup's death;
- b. Compensation for Mrs. Shoup's pain and suffering;
- c. The reasonable funeral expenses for Mrs. Shoup;
- d. The present monetary value of Mrs. Shoup to persons entitled to receive the damages recovered, including but not limited to, compensation for the loss of Mrs. Shoup's income, services, protection, care and assistance, whether voluntary or obligatory, to the persons entitled to receive the damages recovered; and Mrs. Shoup's society, companionship, comfort, guidance, kindly offices and advice to the persons entitled to damages recovered;
- e. Such punitive damages as Mrs. Shoup could have recovered, pursuant to Chapter 1D of the North Carolina General Statutes or otherwise, had she survived, punitive damages for causing Mrs. Shoup's death through, malice, reckless, willful or wanton conduct, and punitive damages for the unreasonable, indifferent, reckless, arbitrary and capricious conduct of OIB Water Sports, NC Watersports and Mr. McMullan related to the subject accident; and

f. The costs of court, pre-judgment interest and post-judgment interest to which the Shoup Estate is entitled under the law, and to have all expert witness fees taxed as costs.

95. As a direct and proximate result of the Defendants' negligence and gross negligence and wanton conduct, each of the Whitman Children were in great risk, fear and apprehension of imminent physical harm and/or impact and death, which has caused them each to suffer, and continue to suffer, severe emotional distress that has manifested itself in physical symptoms and Mr. Whitman has incurred, and will continue to incur, medical expenses for the treatment of such injuries to the Whitman Children.

96. Accordingly, Mr. Whitman, as Guardian Ad Litem of the Whitman Children, is entitled to recover, for each of the Whitman Children, a sum in excess of Ten Thousand Dollars (\$10,000.00) for the emotional distress of the Whitman Children. Further, Mr. Whitman, individually, is entitled to recover a sum in excess of Ten Thousand Dollars (\$10,000.00) for the medical expenses he has incurred, and will continue to incur, for the care and treatment of the Whitman Children.

SECOND CLAIM FOR RELIEF
(Piercing the Corporate Veil)

97. The allegations contained in all of the foregoing paragraphs are realleged and are incorporated herein by reference as if fully set forth.

98. Mr. McMullan, who is the only shareholder and/or director of OIB Water Sports and NC Watersports, upon information and belief, completely dominates and controls OIB Water Sports and NC Watersports to such an extent that, at all times relevant hereto, OIB Water Sports and NC Watersports had no separate mind, will or existence of their own and, rather, were mere alter egos or instrumentalities of Mr. McMullan.

99. The use of OIB Water Sports and NC Watersports is an excessive fragmentation of a single enterprise into separate corporations without any reasonable justification for such fragmentation.

100. Mr. McMullan used such control and domination in the performance of the wrongs perpetrated against the Plaintiffs and the violations of North Carolina Statutes as stated herein and to be proven at trial. These wrongs and breaches of duty were the proximate causes of the injuries to the Plaintiffs herein.

101. Further, Mr. McMullan used OIB Water Sports and NC Watersports as mere shields for his activities in violation of the statutes of this State.

102. The corporate veil of OIB Water Sports and NC Watersports should be disregarded and Mr. McMullan held personally responsible for any judgment rendered against such entities.

WHEREFORE, the Plaintiffs pray unto the Court:

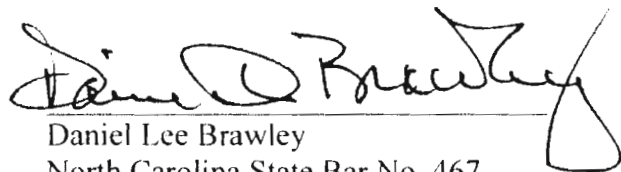
1. That the Woodcock Estate recover sums in excess of Ten Thousand and no/100 Dollars (\$10,000.00) from the Defendants, jointly and severally;
2. That the Shoup Estate recover sums in excess of Ten Thousand and no/100 Dollars (\$10,000.00) from the Defendants, jointly and severally;
3. That Mr. Whitman, as Guardian Ad Litem of each of the Whitman Children, recover sums in excess of Ten Thousand and no/100 Dollars (\$10,000.00) in behalf of each of the Whitman Children from the Defendants, jointly and severally;
4. That Mr. Whitman, individually, recover a sum in excess of Ten Thousand and no/100 Dollars (\$10,000.00) from the Defendants, jointly and severally;

5. That the corporate veil of OIB Water Sports and NC Watersports be pierced and Mr. McMullan be held personally responsible for any Judgment rendered against such entities.
6. For pre-judgment interest since the date of the filing of this Complaint;
7. For a trial by jury on all issues so triable;
8. That the costs of this action be taxed against Defendants;
9. That all Defendants be held jointly and severally liable;
10. For reasonable attorneys' fees as allowed by law; and
11. For such other and further relief as the Court deems just and proper.

This the 14th day of June, 2010.



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