

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

PRESIDENTIAL FACILITY, LLC,

Plaintiff,

v.

Case No. 09-12346

Hon. Lawrence P. Zatkoff

CHRISTOPHER J. DEBBAS and
JAMES R. GRIFFITHS,

Defendants,

and

GREGORY S. CAMPBELL and
ROBERT PINKAS,

Defendants/Third-Party Plaintiffs,

v.

PETER SINATRA, EMERALD PARTNERS V, LP,
and JETDIRECT AVIATION HOLDINGS, LLC,

Third-Party Defendants.

**ORDER WITHDRAWING SHOW CAUSE AND PERMITTING SUPPLEMENTAL
BRIEFING**

On December 12, 2011, the Court denied Plaintiff's second Motion for Summary Judgment because it was unclear whether Plaintiff satisfied its obligations to trigger the co-guarantor's duties under the guaranty agreement. The Court noted that it found it troubling that Plaintiff failed to produce any financial documents that evidenced that Plaintiff satisfied its obligations. After the Court's decision, Plaintiff filed a motion requesting that the Court reconsider its decision denying Plaintiff's second Motion for Summary Judgment. In its Motion for Reconsideration, Plaintiff

attached additional evidence for the Court to review. On January 19, 2012, Plaintiff also attached additional financial documents evidencing wire transfers between Comerica Bank and Wachovia Bank in Plaintiff's response brief to Defendant Pinkas' recently filed Motion to Stay (currently pending before this Court). On January 27, 2012, the Court ordered Plaintiff to show cause as to why Plaintiff failed to submit all of its evidence regarding whether Plaintiff satisfied its obligations under the guaranty agreement to the Court while the Court was addressing Plaintiff's two motions for summary judgment.

Plaintiff timely submitted a response addressing the Court's order to show cause. The response sets forth in detail as to why Plaintiff continued to submit additional evidence to the Court after the Court addressed Plaintiff's motions for summary judgment. Plaintiff also thoroughly explains why there is no genuine dispute that Plaintiff satisfied its obligations under the guaranty agreement. Plaintiff attached numerous exhibits, including financial records evidencing payment, that support Plaintiff's position.

In reviewing Plaintiff's response and the attached exhibits, it appears to the Court that Plaintiff satisfied its obligations under the guaranty agreement, thus triggering Defendants' obligations to Plaintiff. Because this is the sole issue that remains in dispute in this case, the Court finds no reason for this case to proceed to a trial on the merits if Plaintiff has produced sufficient evidence to entitle it to a judgment against Defendants. The Court, however, also finds it proper to permit Defendants the opportunity to respond to Plaintiff's response (and attached exhibits) as to whether Plaintiff is entitled to a judgment against Defendants because Plaintiff has shown that it paid its obligation to Wachovia Bank and thus, triggered Defendants' obligations under the guaranty agreement.

Accordingly, IT IS HEREBY ORDERED that the January 27, 2012, Order to Show Cause is WITHDRAWN [dkt 150].

IT IS FURTHER ORDERED that Defendants may file a response to Plaintiff's response brief attached to Plaintiff's Motion for Leave to File Oversize Brief [dkt 152]. Defendants must file their responses no later than 5:00 p.m. on March 8, 2012. Defendants' responses must conform to E.D. Mich. L.R. 7.1(d).

IT IS FURTHER ORDERED that Plaintiff may file a reply to Defendants' responses no later than 5:00 p.m. on March 22, 2012. Plaintiff's reply must conform to E.D. Mich. L.R. 7.1(d).

IT IS SO ORDERED.

s/Lawrence P. Zatkoff
LAWRENCE P. ZATKOFF
UNITED STATES DISTRICT JUDGE

Dated: February 9, 2012

CERTIFICATE OF SERVICE

The undersigned certifies that a copy of this Order was served upon the attorneys of record by electronic or U.S. mail on February 9, 2012.

s/Marie E. Verlinde
Case Manager
(810) 984-3290