

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF MISSISSIPPI  
GREENVILLE DIVISION**

**CROP PRODUCTION SERVICES, INC.**

**PLAINTIFF**

**V.**

**CASE NO. 4:17cv080-DMB-JMV**

**RTR FARMS, INC.  
AND RICHARD J. "RICK" YOUNG**

**DEFENDANTS**

**COMPLAINT**

Crop Production Services, Inc. ("Plaintiff" or "CPS") brings this action against RTR Farms, Inc. and Richard J. "Rick" Young, Individually ("Defendants") and states as follows:

1. The Plaintiff, licensed to do business in the State of Mississippi, is an agricultural corporation organized and operating under the laws of the State of Delaware with its principal place of business located at 3005 Rocky Mountain Avenue, Loveland, Colorado, 80538.

2. The Defendant RTR Farms, Inc. ("RTR") is a Mississippi Corporation that may be served with process through its registered agent, Rick Young, at 8838 Highway 1, Duncan, Mississippi 38740.

3. The Defendant Richard J. "Rick" Young ("Young") is an individual domiciled in Bolivar County, Mississippi, and may be served with process at 8838 Highway 1, Duncan, Mississippi 38740.

4. This Court has jurisdiction of this matter pursuant to 28 U.S.C. § 1332, since the matter in controversy exceeds \$75,000.00, and there is complete diversity of citizenship among the parties.

5. On or about April 20, 2016, Young as President of RTR Farms, Inc. executed a Promissory Note on its behalf in the amount of \$518,252.00 for the benefit of CPS (“Note”). A copy of the Note is attached hereto and incorporated herein by reference as Exhibit “1.”

6. To secure the indebtedness due CPS, Young executed a security agreement granting CPS, inter alia, a security interest in certain crops and farm products, livestock, poultry and equipment. A copy of the Security Agreement is attached hereto and incorporated herein by reference as Exhibit “2.”

7. In conjunction with same, Young executed a Continuing Unconditional Guaranty (“Guaranty”) for the benefit of the Plaintiff guarantying the repayment of and all indebtedness owed by RTR Farms, Inc. to the Plaintiff. A copy of the Guaranty, dated April 20, 2016, is attached hereto and incorporated herein by reference as Exhibit “3.”

8. On or about May 1, 2017, counsel for Plaintiff sent Defendants a demand letter requesting payment in full of the account in the amount of \$674,338.94, plus accruing interest and permitted fees and costs (“Demand Letter”). A copy of the Demand Letter is attached hereto and incorporated herein by reference as Exhibit “4.”

9. Despite the referenced demand, the Defendants have failed to pay the Indebtedness due the Plaintiff as set forth in the Demand Letter and, as of May 1, 2017, the Defendants owe Plaintiff the sum of \$674,338.94, which continues to accrue interest.

10. An affidavit attesting to the correctness of the Indebtedness due Plaintiff is attached hereto and incorporated herein by reference as Exhibit “5.”

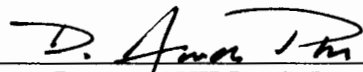
WHEREFORE, PREMISES CONSIDERED, the Plaintiff demands judgment against the Defendants in the amount of no less than \$674,338.94, plus pre- and post-judgment interest, as well as reasonable attorneys' fees, costs and interest to the extent allowed by law. The Plaintiff prays for other such general and specific relief as the court may deem just.

DATED, this, the 5<sup>th</sup> day of June, 2017.

Respectfully submitted,

CROP PRODUCTION SERVICES, INC.

BY:

  
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