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STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF OAKLAND

WEB PRESS OF MICHIGAN, INC.,
a Michigan corporation,

Plaintiff,

vs.

BIG LOU HOLDINGS, LLC, a Missouri
Limited liability company, and CHRISTOPHER
KEATING, an individual,

Defendants.

2026-221486-CB

Case No. 26- CB

HON. JUDGE VICTORIA VALENTINE

Arthur J. LeVasseur (P29394)
Troy C. Otto (P67448)
FISCHER, FRANKLIN & FORD
Attorneys for Plaintiff
24725 W. Twelve Mile Road, Suite 230
Southfield, MI 48034
(313) 962-5210

COMPLAINT

NOW COMES Plaintiff, by its counsel, FISCHER, FRANKLIN & FORD, and for its
Complaint states as follows:

GENERAL ALLEGATIONS

1. This cause of action arose in Oakland County, Michigan.
2. Web Press of Michigan, Inc. ("Plaintiff") is a Michigan corporation, with its principal place of business located in the City of Davisburg, County of Oakland, Michigan.
3. Upon information and belief, Defendants are residents of Missouri that conduct business in Oakland County, MI.

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4. The contract that is the subject of this dispute contains a forum selection clause stating that any litigation arising out of the contract shall be brought in Oakland County Circuit Court.

5. Jurisdiction and venue are proper in this court.

COUNT I -BREACH OF CONTRACT

6. Plaintiff incorporates paragraphs 1-5 of this complaint as if restated in their entirety.

7. Plaintiff sold and delivered printing services to Defendants.

8. Plaintiff sent statements of the account to the Defendants, who received and retained Plaintiff's statements without objection.

9. Defendants have not paid the balance owing on the account despite Plaintiff's demand for payment.

10. On or about February 16, 2026, Defendants entered into a Repayment Agreement with Plaintiff attached hereto as Exhibit A.

11. The amount owing under the Repayment Agreement is Sixty Thousand Eight Hundred Dollars and 81/100 (\$60,800.81), plus attorneys fees, court costs and interest.

12. Defendants have materially breached the agreement which has caused damages to the Plaintiff.

WHEREFORE, Plaintiff requests that this Honorable Court enter judgment against Defendants, jointly and severally, in the amount of Sixty Thousand Eight Hundred Dollars and 81/100 (\$60,800.81), plus attorneys fees, court costs and interest together with costs, attorney fees, and such other relief as deemed just and equitable by this Court.

Dated: March 10, 2026

FISCHER, FRANKLIN & FORD

By: Troy C. Otto
Arthur LeVasseur (P29394)
Troy C. Otto (P67448)

FISCHER, FRANKLIN & FORD
Attorneys for Plaintiff
24725 W. Twelve Mile Road, Suite 230
Southfield, MI 48034
(313) 962-5210

EXHIBIT A

PAYMENT PLAN AGREEMENT

This Agreement made as of February 12, 2026, by and between Web Press of Michigan, Inc, a Michigan corporation, ("Printer") and Big Lou Holdings, LLC, a Missouri limited liability company, and Chris Keating, an individual, (hereinafter jointly referred to as "Customer").

RECITALS

- A. Customer publishes various newspapers and other periodicals.
- B. At Customer's request, Printer has provided printing and related services to Customer and invoiced Customer for such services.
- C. As of the date of this agreement, the amount due and owing to Printer from Customer for such services is Sixty Thousand Three Hundred and 81/100 (\$60,800.81).
- D. The parties wish to enter into a payment plan to pay the remaining debt due to Printer over a specified time period.
- E. Printer is willing to forbear from taking immediate action to collect the debt provided Customer meets the terms of the payment plan set forth in this Agreement.

THEREFORE, it is agreed as follows:

1. Customer shall make a weekly payment no later than Friday of each week, commencing on Friday, February 20, 2026. All payments under this agreement shall be made through automated clearing house ("ACH") transfers from Customer directly to Printer and shall be initiated by Customer to ensure that they are received by Printer on the dates set forth in paragraph 2 below.
2. The weekly payment amounts and dates shall be as follows:

\$500 through Friday, February 27, 2026; and

\$1,000 commencing Friday, April 3, 2026 until the balance is paid
3. In the event Customer fails to make a payment within five (5) business days after the payment is due, default interest shall begin to accrue at nine percent (9%) per annum. Printer may elect to demand immediate payment of the remaining balance of principal together with default interest.



4. In the event Printer seeks to enforce Customer's obligations under this Agreement through litigation, Customer agrees to (1) entry of a consent judgment in favor of Printer against Customer in the amount of the unpaid principal and accrued interest and (2) to pay all of Printer's actual, reasonable attorneys fees and costs incurred by Printer in connection with enforcement of Customer's obligations under this agreement.
5. This agreement shall be governed by the laws of the State of Michigan. The parties agree that any action to enforce this Agreement or any other litigation between the parties shall be brought in Oakland County, Michigan Circuit Court or a district court in Oakland County, Michigan if the amount then in controversy is less than \$25,000.
6. This agreement sets forth the entire agreement of the parties with respect to the matters addressed herein.
7. This agreement may be modified only in writing signed by both parties.

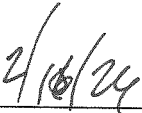
Big Lou Holdings, LLC

By: 

Chris Keating

Its: Manager

Date:



Chris Keating, individually

Date:

Web Press of Michigan, Inc.

By: 

Eric. E. Burrough

Its: President

Date: February 12, 2026

