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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

William T. Hurley, Jr.,
as Trustee of the Aiken Property Trust,

Respondent,

vs.

Linda Donovan,

Appellant.

RECORD ON APPEAL (v. 3 of 4)

STATE OF SOUTH CAROLINA
COUNTY OF AIKEN

IN THE COURT OF COMMON PLEAS
Civil Action No.: 2022-CP-02-02654

WILLIAM T. HURLEY, JR., as trustee,
Plaintiff,
vs.
LINDA DONOVAN,
Defendant.

**MEMORANDUM IN SUPPORT OF
MOTION TO INTERVENE AND
CONTINUE TRIAL**

COMES NOW Non-Party John J. Donovan, II, and files this memorandum in support of his motion to intervene and motion for continuance, showing as follows:

Introduction

There is no doubt that there is a long-standing dispute between Non-Party John J. Donovan II and his children. There are three salient facts regarding that dispute that are crucial for this Court's consideration. First, the dispute was finally decided on May 16, 2024 by the Supreme Judicial Court of Massachusetts. Second, at no time was William T. Hurley, Jr., in his capacity as trustee of the two trusts at issue, made a party to the Massachusetts action. And third, the money held in Trust One that was used to purchase the Aiken property was Donovan's money—money he had transferred into the trust for his own benefit. To be clear, Donovan understands that the Massachusetts case has divested him of his *legal* beneficial interest in Trust One. That decision, however, has not divested him of his *equitable* interest in the Aiken properties at issue in this case.

Facts¹

In the early 1990s, John Donovan was an extraordinarily wealthy man. (Pl.'s Resp. to Motion to Compel, Mass. Superior Ct., Case No. 2382CV01127, Donovan v. Hurley). He expressed an interest in marrying Linda Donovan, and in so doing his children became concerned about their possible inheritance. Id. Together, with his son, John Donovan, III, Movant formed

¹ Given the time constraints imposed by the Court in accelerating the hearing on his motion, exact citations to these facts is simply not possible at this time. However, counsel for movant has done his best to cite to the pleadings containing these facts generally.

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Trust One – JJD, and transferred nearly all of his assets to this trust with John Donovan, III as trustee. Id.

A dispute developed between Movant and his children, resulting in litigation that lasted more than a decade. See Pl.’s Resp. to Motion to Intervene, Arbitral Award, November 10, 2021. As Plaintiff in this action rightly points out, that litigation reached its end when on May 16, 2024, the Supreme Judicial Court of Massachusetts effectively affirmed the arbitral award, dated November 10, 2021, which divested Donovan of his life’s work (*i.e.* the money he had transferred into his trust) as a sanction for fraudulent acts. Id.

When the Aiken properties at issue were purchased, the money used to purchase them was provided by Trust One (again, Donovan’s money), Donovan directly, and Defendant Linda Donovan. Ans. and Counterclaim of Linda Donovan. When movant wired in his direct portion of funds, the wire stated: “purpose – partial payment property.” Id. (see also, Ex. D., attached).

Argument and Citation of Authority

SCRCP 24 states:

(a) Intervention of Right. Upon timely application anyone shall be permitted to intervene in an action: (1) when a statute confers an unconditional right to intervene; or (2) when the applicant claims an interest relating to the property or transaction which is the subject of the action and he is so situated that the disposition of the action may as a practical matter impair or impede his ability to protect that interest, unless the applicant's interest is adequately represented by existing parties.

(b) Permissive Intervention. Upon timely application anyone may be permitted to intervene in an action: (1) when a statute confers a conditional right to intervene; or (2) when an applicant's claim or defense and the main action have a question of law or fact in common. When a party to an action relies for ground of claim or defense upon any statute or executive order administered by a federal or state governmental officer or agency or upon any regulation, order, requirement or agreement issued or made pursuant to the statute or executive order, the officer or agency upon timely application may be permitted to intervene in the action. In exercising its discretion the court shall consider whether the intervention will unduly delay or prejudice the adjudication of the rights of the original parties.

(c) Procedure; Notice to State When Validity of Statute Questioned. A person desiring to intervene shall serve a motion to intervene upon the parties as provided in Rule 5. The motion shall state the ground therefor and shall be accompanied by a pleading setting forth the claim or defense for which intervention is sought.

In compliance with SCRCP 24(c), Movant has attached a proposed pleading to this memorandum. His claims mirror his wife’s claims. He is primarily seeking a resulting trust in

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the Aiken properties.

“Generally, the rules of intervention should be liberally construed where judicial economy will be promoted by declaring the rights of all affected parties.” Ex parte Gov't Emp.'s Ins. Co., 373 S.C. 132, 138, 644 S.E.2d 699, 702 (2007). Thus, a court “should consider the practical implications of a decision denying or allowing intervention.” Id. “However, a party must have standing to intervene in an action pursuant to Rule 24, SCRPC.” Id. “A party has standing if the party has a personal stake in the subject matter of a lawsuit and is a ‘real party in interest.’” Stoney v. Stoney, 425 S.C. 47, 63–64, 819 S.E.2d 201, 210 (Ct. App. 2018) (quoting Bailey v. Bailey, 312 S.C. 454, 458, 441 S.E.2d 325, 327 (1994)). “A real party in interest ... is one who has a real, actual, material or substantial interest in the subject matter of the action, as distinguished from one who has only a nominal, formal, or technical interest in, or connection with, the action.” Id. (quoting Bailey, 312 S.C. at 458, 441 S.E.2d at 327).

The opposition to Donovan, Sr. intervening in this case seems to be based entirely upon the fact that an arbitral decision was entered divesting Donovan, Sr. of his interest in Trust One. However, that opposition fails for two primary reasons. First, that decision divested Donovan of his legal interest as beneficiary of Trust One, but did not divest him of his equitable interest in the Aiken properties at issue in this case (*i.e.* the resulting trust). Second, the decision is not binding on this court, as the Plaintiff trust was not a party to that litigation and neither was Linda Donovan. “Res judicata bars subsequent actions by the same parties when the claims arise out of the same transaction or occurrence that was the subject of a prior action between those parties.” Plum Creek Dev. Co. v. City of Conway, 334 S.C. 30, 34, 512 S.E.2d 106, 109 (1999). Under the doctrine of res judicata, “[a] litigant is barred from raising any issues which were adjudicated in the former suit and any issues which might have been raised in the former suit.” Hilton Head Center of South Carolina, Inc. v. Public Service Comm'n of South Carolina, 294 S.C. 9, 11, 362 S.E.2d 176, 177 (1987). To establish res judicata, the defendant must prove the following three elements: (1) identity of the parties; (2) identity of the subject matter; and (3) adjudication of the issue in the former suit. Plum Creek Dev. Co., 334 S.C. at 34.

The primary question before this Court is essentially whether Donovan, Sr.’s motion was

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1 timely. There is no doubt that Donovan, Sr. has standing to claim his equitable interest in the
2 Aiken properties—it was entirely his funds that was used to purchase the properties. As Plaintiff
3 has rightly pointed out in his opposition to the motion, Donovan, Sr. has been in prison for the
4 majority of this litigation, and while he has been in prison, his attorneys have been challenging
5 the arbitral award in the appellate courts of Massachusetts. It was not until last month, on May
6 16, 2024, that the litigation was finally concluded. Had that decision been overturned, he would
7 have had no reason to intervene in this litigation—he would have been the primary beneficiary
8 of the trust, and could have simply allowed his wife to remain in the property. After finding out
9 the decision was not overturned in May, Mr. Donovan spent the past month searching for
10 attorneys who could handle this case, and the day he hired one, his attorney filed a motion to
11 intervene. Additionally, Donovan, Sr. is extremely advanced in age, and his counsel has been
12 informed and believes he is in a wheelchair. As a disabled octogenarian living in Massachusetts,
13 it was no small task securing competent counsel in the Aiken area. In light of these
14 circumstances, his actions were timely.

15 Also, and this is crucial, Plaintiff cannot show actual prejudice here, a necessary finding.
16 Ex parte Builders Mut. Ins. Co., 431 S.C. 93, 101, 847 S.E.2d 87, 91 (2020). This case has been
17 pending since 2022, and Plaintiff is essentially seeking ejectment of Linda Donovan from the
18 property. There is no evidence that she is committing waste to the property by residing in the
19 property, and there is no evidence of any financial loss suffered by Plaintiff (who again, is using
20 Donovan, Sr.'s money to fund this litigation). Movant seeks a modest delay to assert basically
21 the same claims his wife asserts, namely that he has an equitable interest in the Aiken properties
22 in the form of a constructive or resulting trust. If anything, Plaintiff should welcome the
23 intervention—should Donovan, Sr. be made a party to this litigation, then the principle of res
24 judicata would apply to any judgment rendered by this Court. Never again could Donovan, Sr.
25 claim that he was not given his day in Court in his claim against this trustee. This Court has an
26 opportunity to create some finality here.

27 Finally, Movant would be remiss in not addressing Plaintiff's request for sanctions. First,
28 Movant clearly has an equitable interest in the properties in question, for all the same reasons

1 that Linda Donovan has an interest. This Court has already denied summary judgment on these
2 issues, indicating that there are genuine issues of material fact which preclude summary
3 adjudication. If the Court ultimately denies the instant motion, and allows trial to proceed on
4 Wednesday, there is no evidence of any prejudice suffered in this case. Sanctions would be
5 inappropriate. Donovan and his counsel retain the right to respond more fully to any motion for
6 sanctions, should the Court be inclined to entertain that motion at a later date.

7
8 Respectfully submitted,

9 Dated: June 25, 2024

HUGGINS PEIL, LLC

/s/ Jeffrey F. Peil

Jeffrey F. Peil (S.C. Bar No. 102423)

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Attorney for Non-Party John J. Donovan, II

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**STATE OF SOUTH CAROLINA
COUNTY OF AIKEN**

**IN THE COURT OF COMMON PLEAS
Civil Action No.: 2022-CP-02-02654**

WILLIAM T. HURLEY, JR., as trustee,
Plaintiff,

vs.

LINDA DONOVAN,
Defendant.

JOHN J. DONOVAN,
Intervenor-Defendant,

vs.

WILLIAM T. HURLEY, JR., as trustee,
Plaintiff.

ANSWER AND COUNTERCLAIM

NOW COMES INTERVENOR DEFENDANT, John J. Donovan, II (hereinafter "Donovan, Sr."), by and through counsel, and in Answer & Counterclaim to Plaintiff's Summons and Complaint, would show unto this Honorable Court as follows:

FOR A FIRST DEFENSE

1. Each and every allegation of Plaintiff's Complaint not specifically admitted is denied.
2. As to the first two unnumbered paragraphs, Defendant denies the allegations as written and asserts the Defendant does have an interest in the Aiken Properties.
3. Defendant denies the allegations of paragraph 1.
4. Defendant admits the allegations of paragraphs 2, 3, 4, and 5.
5. Defendant lacks sufficient knowledge and information to form a belief as to the truth or falsity of the allegations in paragraphs 6, 7, and 8, and, therefore, denies the same.
6. Paragraphs 9, 10, 11, and 12 of Plaintiff's Complaint state a legal conclusion to which no response is necessary. To the extent a response is necessary, Defendant denies the allegations.

7. Defendant lacks sufficient knowledge and information to form a belief as to the truth or falsity of the allegations in paragraph 13, and, therefore, denies the same.

8. Paragraphs 14, 15, 16, 17, 18, 19, 20, 21, and 22 of Plaintiff's Complaint states a legal conclusion to which no response is necessary. To the extent a response is necessary, Defendant denies the allegations.

9. Defendant lacks sufficient knowledge and information to form a belief as to the truth or falsity of the allegations in paragraphs 23 and 24, and, therefore, denies the same.

10. Defendant admits the allegations of paragraphs 25 and 26.

11. Defendant lacks sufficient knowledge and information to form a belief as to the truth or falsity of the allegations in paragraphs 27, 28, 29, 30, and 31, and, therefore, denies the same.

12. Paragraphs 32, 33, and 34 of Plaintiff's Complaint states a legal conclusion to which no response is necessary. To the extent a response is necessary, Defendant denies the allegations.

13. Defendant lacks sufficient knowledge and information to form a belief as to the truth or falsity of the allegations in paragraph 35, and, therefore, denies the same.

14. Paragraphs 36, 37, and 38 of Plaintiff's Complaint states a legal conclusion to which no response is necessary. To the extent a response is necessary, Defendant denies the allegations.

15. Defendant denies the allegations of paragraphs 39, 40, and 41. The 2020 Corrective Deed from John J. Donovan, Sr. a/k/a John J. Donovan, II and Defendant was for insufficient consideration. Also, Plaintiff's interpretation of the documents is in error, and, furthermore, Donovan, Sr. is the sole listed beneficiary of Trust One JJD, which is the sole beneficiary of the Aiken Property Trust. Donovan, Sr. has been divested of his beneficiary status, but the trust was never made a party to that litigation.

16. Paragraph 42 of Plaintiff's Complaint states a legal conclusion to which no response is necessary. To the extent a response is necessary, Defendant denies the allegations.

17. Defendant lacks sufficient knowledge and information to form a belief as to the truth or falsity of the allegations in paragraphs 43 and 44, and, therefore, denies the same.

18. Defendant admits the allegation of paragraph 45.

19. Defendant denies the allegation of paragraph 46 as John J. Donovan, Sr. a/k/a John J. Donovan, II's appeal concluded on May 16, 2024.

20. Defendant denies the allegations of paragraphs 47, 48, and 49.

21. Defendant denies the allegations of paragraphs 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, and 65.

22. Defendant admits the allegations of paragraph 66.

23. Defendant denies the allegation of paragraph 67.

24. Defendant admits the allegation of paragraph 68, however, Defendant has been paying for property expenses, including but not limited to, homeowner's insurance, property taxes, and improvements to the property during her possession.

25. Defendant denies the allegations of paragraphs 69 and 70.

FOR A SECOND DEFENSE

(Rule 12(b)(6))

26. Plaintiff's claims are barred because Plaintiff's Complaint fails to state a cause of action and should be dismissed pursuant to Rule 12(b)(6) of the South Carolina Rules of Civil Procedure.

FOR A THIRD DEFENSE

(Rule 12(b)(7))

27. Plaintiff's Complaint should be dismissed pursuant to Rule 12(b)(7) of the South Carolina Rules of Civil Procedure for failing to join an indispensable party pursuant to Rule 19 of the South Carolina Rules of Civil Procedure. Plaintiff failed to join John J. Donovan, Sr. a/k/a John J. Donovan, II, who is described as the sole beneficiary of Trust One JJD, which is the sole beneficiary of the Aiken Property Trust.

FOR A FOURTH DEFENSE**(Uniform Enforcement of Foreign Judgments)**

28. Plaintiff's Complaint should be dismissed because Orders attached as Exhibit L and O to the Plaintiff's Complaint have not been domesticated in the State of South Carolina pursuant to South Carolina's Uniform Enforcement of Foreign Judgments, S.C. Code Ann. Section 15-35-910 *et seq.* Also, there is no affidavit recorded stating that the Orders described as Exhibits L and O to Plaintiff's Complaint are final, as required by S.C. Code Ann. Section 15-35-920.

FOR A FIFTH DEFENSE**(Doctrine of Estoppel and Waiver)**

29. Plaintiff's claims may be barred by the doctrines of estoppel and waiver.

FOR A SIXTH DEFENSE**(Unconstitutionality of Punitive Damages)**

30. Plaintiff may be seeking punitive or exemplary damages which violates Donovan, Sr.'s right to substantive due process as provided by the Fifth and Fourteenth Amendment of the U.S. Constitution and the Constitution of the State of South Carolina and Plaintiff fails to state a cause of action which exemplary or punitive damages may be awarded.

31. As a further defense, if Plaintiff is entitled to punitive damages, which entitlement is denied, such award of punitive damages is limited as provided in S.C. Code Ann. Section 15-32-530 (Supp. 2018).

FOR A SEVENTH DEFENSE**(Statute of Limitations, Laches)**

32. This action is barred by the applicable statute of limitations since it was not commenced within the statutory period of time. Further, Plaintiff's claims are barred by the doctrine of laches.

FOR AN EIGHTH DEFENSE

(Statute of Frauds)

33. Plaintiff's claims are barred in whole or in part by the Statute of Frauds.

FOR A NINTH DEFENSE**(Unclean Hands)**

34. Plaintiff's claims against Defendant are barred by Plaintiff's unclean hands, to be proven by Plaintiff's actions and conduct.

FOR A TENTH DEFENSE**(Failure to Mitigate)**

35. Plaintiff has failed to properly mitigate his damages, if any, and therefore his claims are barred in whole or in part.

FOR AN ELEVENTH DEFENSE**(Reservation of Additional Defenses)**

36. Defendant reserves any additional and further defenses as may be revealed by additional information through the course of discovery and investigation in a manner that is consistent with the South Carolina Rules of Civil Procedure.

FOR A TWELFTH DEFENSE AND BY WAY OF**COUNTERCLAIM AGAINST PLAINTIFF****(Breach of Duty/Fiduciary Duty)**

37. Defendant is a citizen and resident of Massachusetts.

38. Donovan, Sr. has been married to Linda Donovan for approximately 25 years, having been married in 1995.

39. Plaintiff, William T. Hurley, Jr. is the Trustee of the Aiken Property Trust U/D January 14, 2015 (hereinafter "Aiken Property Trust"). The Aiken Property Trust holds properties, which are described on Exhibit A attached hereto, and Defendant is unaware what other property is held in the Aiken Property Trust. A copy of the Aiken Property Trust is attached hereto and incorporated herein as Exhibit B.

40. This Court has personal jurisdiction and subject matter jurisdiction. Venue is proper in Aiken County, South Carolina.

41. On or about January 14, 2015, the Aiken Property Trust was deeded properties as described in Exhibit A, for the sum of \$1,500,000.00. The closing took place at the office of Rudnick and Rudnick in Aiken, South Carolina.

42. Donovan, Sr. personally contributed funds for the purchase as shown by the letter of Rudnick & Rudnick dated January 19, 2015, a copy of which is attached to Linda Donovan's Answer and Counterclaim as Exhibit C.

43. In addition, the Bank of America wire transfer advice documents show that Defendant, Linda Donovan, wired \$19,974.24 for the purchase of the subject properties from her own funds. The Bank of America wire transfer advice documents indicate that John J. Donovan, Sr. a/k/a John J. Donovan, II, Defendant's husband, wired \$8,000.00 for the purchase of the subject properties. In addition, Trust One JJD, of whom John J. Donovan, Sr. a/k/a John J. Donovan, II, was the sole beneficiary, wired \$1,282,953.49 for the purchase of the subject properties. Importantly, the funds held in that trust had been contributed exclusively by Donovan, Sr. A true and correct copy of the redacted Bank of America wire transfer advice documents are attached to Linda Donovan's Answer and Counterclaim as Exhibit D. Trust One JJD is the sole beneficiary of the Aiken Property Trust. A copy of Trust One JJD is attached to Linda Donovan's Answer and Counterclaim, and incorporated herein by reference, as Exhibit E.

44. Defendant Linda Donovan has expended well over \$200,000.00 in making improvements to the subject properties, including renovations, building of structures and other improvements. Defendant Linda Donovan has also expended her time and effort in maintaining the subject properties since 2015.

45. Upon information and belief, Plaintiff William T. Hurley, Jr. is an attorney and certified public accountant, and has been the sole trustee of the Aiken Property Trust since its formation in 2015.

46. At all times relevant, Plaintiff knew that the subject properties were purchased for the benefit of Defendants.

47. At all times relevant, Plaintiff knew or should have known that Defendants have a beneficial interest in the Aiken Property Trust and other assets, due to the 25 year marriage between Defendants. The subject properties are marital property.

48. Defendants reposed special confidence in Plaintiff, and Plaintiff performed numerous services in relation to the Aiken Property Trust and other matters.

49. Plaintiff is an accountant or certified public accountant in one or more states, and provided financial services to Defendants, and used his knowledge of financial dealings to structure dealings between Plaintiff and Defendants.

50. At all relevant times hereto, Plaintiff owed Defendants a duty of due care.

51. Plaintiff accepted or induced the confidence placed in him by Defendants. A fiduciary relationship existed between Plaintiff and Defendants. Plaintiff owed Defendants all fiduciary duties under the law.

52. Plaintiff has breached the duties and/or fiduciary duties owed to Defendants in numerous respects, including, but not limited to a breach of loyalty, honesty, due care, duty to account, failure to safeguard the assets of the Aiken Property Trust and Trust One JJD, and others to be more particularly proven at trial. Upon information and belief, Plaintiff failed to properly administer the Aiken Property Trust, which has caused substantial damage to Defendants.

53. Upon information and belief, the Plaintiff, as Trustee, apparently consented to a possible disclaimer of assets by the sole beneficiary of Trust One JJD, Donovan, Sr., and the Trustee knew or should have known that the alleged disclaimer was not informedly made, not in the best interest of the beneficiary, and not in accord with the purposes of the Trust.

54. In addition, upon information and belief, Plaintiff, as Trustee, has failed to object or defend Trust One JJD and the Aiken Property Trust from alleged sanctions by an arbitration proceeding in Massachusetts, which is under appeal. The arbitration proceeding has had the purported effect of “switching” the beneficiaries of Trust One JJD, and subsequently the Aiken Property Trust to the children of John J. Donovan, Sr. a/k/a John J. Donovan, II, who ARE NOT NAMED BENEFICIARIES IN EITHER TRUST ONE JJD OR THE AIKEN PROPERTY TRUST.

55. Plaintiff was aware that Defendants contributed funds for the Aiken Properties as Plaintiff was involved in the transaction from the beginning. Plaintiff is also aware that Defendants have contributed substantial personal amounts for improvements, maintenance and upkeep of the Aiken properties.

56. As a direct and proximate result of Plaintiff’s breaches of duty and fiduciary duties Defendants have suffered actual damages, special and consequential damages. Plaintiff’s conduct was willful and wanton.

57. Defendants are informed and believe they are entitled to judgment against Plaintiff for all actual, consequential, and special damages, prejudgment interest, attorney’s fees and costs and an award of punitive damages based on Plaintiff’s conduct, in amounts to be proven at trial.

FOR A THIRTEENTH DEFENSE AND BY WAY OF
COUNTERCLAIM AGAINST PLAINTIFF
(UNJUST ENRICHMENT)

58. Defendant realleges paragraphs 37 through 57 above as if repeated verbatim herein.

59. By obtaining the assets of Defendants to which Plaintiff was not entitled, Plaintiff has been unjustly enriched. Plaintiff has attempted and continues to attempt to strip Defendants of their interest in the subject properties, and possibly others, knowing fully that Defendants have invested their own money.

60. Plaintiff is attempting to strip Defendants of their interests in the subject properties. Plaintiff is or should be aware that there was no other named beneficiary of Trust One JJD or the Aiken Property Trust other than Donovan, Sr., yet Plaintiff has initiated a prior eviction against Defendant Linda Donovan and now this pending civil case.

61. Plaintiff's retention of the assets of Defendants violates fundamental principles of justice, equity, and good conscience, and Plaintiff is therefore liable to account for, disgorge, and return those assets, or the proceeds therefrom, to Defendants.

FOR A FOURTEENTH DEFENSE AND
BY WAY OF COUNTERCLAIM AGAINST PLAINTIFF
(CONSTRUCTIVE OR RESULTING TRUST)

62. Defendant realleges paragraphs 37 through 61 as if repeated verbatim herein.

63. Plaintiff was conveyed the subject properties in Aiken, South Carolina, using money that was provided exclusively by Donovan, Sr., and partially with consideration paid by Defendant individually, and Defendant's wife individually.

64. Defendants intended a benefit to themselves in transferring their funds for the purchase of the subject properties in Aiken, South Carolina. The subject properties are subject to Defendants' beneficial interest and are marital property of Defendant and Defendant's wife.

65. Under the circumstances as alleged above, including but not limited to the bad faith, abuse of confidence, violations of fiduciary duties, acts and omissions, and other duties breached by Plaintiff, it would be inequitable that Plaintiff retain the subject property or any proceeds therefrom for either himself or others.

66. Defendant is informed and believes the court should equitably impose a Constructive or Resulting Trust on the subject property described on Exhibit A in favor of Defendants. In addition, any proceeds received from the sale of the subject property should first be paid to Defendants in payment of their contributions, beneficial interest, and marital interest, and for other reasons to be more particularly proven at trial.

FOR A FIFTEENTH DEFENSE AND
BY WAY OF COUNTERCLAIM AGAINST PLAINTIFF
(DECLARATORY JUDGMENT)

67. Defendant realleges paragraphs 37 through 66 as if repeated verbatim herein.

68. Defendant requests the Court issue a Declaratory Judgment under S.C. Code Ann. Section 15-53-10 *et. seq.* declaring the rights, status, and legal relations as to Defendant as well as interpreting Trust One JJD and the Aiken Property Trust, and any alleged settlement agreements or orders from Massachusetts affecting the Aiken Property and determine their meaning and enforceability under South Carolina law, because the real property which is the subject of this action is in Aiken County, South Carolina, and also because Defendant Linda Donovan is a citizen and resident of Aiken County, South Carolina.

WHEREFORE, having fully answered, Defendant prays that the Plaintiff's Complaint be dismissed in its entirety with prejudice, and for judgment against Plaintiff for all actual, special, consequential, and incidental damages suffered by Defendant, an award of punitive damages, plus prejudgment interest and attorney's fees and costs, for an Order imposing a Constructive or Resulting Trust as described above, for an accounting of all assets received or expended by the

Plaintiff since the Aiken Property Trust's formation, for a Declaratory Judgment declaring the rights of Defendant as described above, for the Court to terminate Trust One JJD and Aiken Property Trust and convey the subject properties to Defendant and the named beneficiary in the Trusts and for such other and further relief that the Court deems just and proper.

Respectfully submitted,

Dated: June 25, 2024

HUGGINS PEIL, LLC

/s/ Jeffrey F. Peil

Jeffrey F. Peil (S.C. Bar No. 102423)

jpeil@hugginsfirm.com

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Attorney for Intervenor John J. Donovan, II

Bank of America



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BANK OF AMERICA, N.A.
WIRE TRANSFER ADVICE
1 FLEET WAY
SCRANTON, PA

PA6-580-04-0
18507



WX 0000 569 008565 #001 SP 0.406

RUDNICK & RUDNICK ATTYS
TRUST ACCT
PO BOX 544
AIKEN, SC

29802-0544

DATE: 01/14/15
DIRECT INQUIRIES TO:
800.729.9473 OPTION 2

THE FOLLOWING WIRE WAS CREDITED TODAY:

USD AMOUNT \$8,000.00

TRANSACTION REF: [REDACTED]
SENDER'S REF: [REDACTED]
IMAD: [REDACTED]
ORIGINATOR: JOHN JOSEPH DONOVAN
SENDING BANK: PEOPLE'S UNITED BANK
BENEFICIARY: RUDNICK & RUDNICK TRUST ACCOUNT

SERVICE REF: 000675

ID: 6500404204
ID: 221172186
ID: [REDACTED]

PAYMENT DETAIL: PURPOSE - PARTIAL PAYMENT OF PROPERTY

THE FOLLOWING WIRE WAS CREDITED TODAY:

USD AMOUNT \$19,974.24

TRANSACTION REF: [REDACTED]
SENDER'S REF: [REDACTED]
ORIGINATOR: LINDA J DONOVAN
INSTRUCTING BANK: BANK OF AMERICA NA - MMM

ID: [REDACTED]
ID: MMML

PAYMENT DETAIL: Linda Donovan

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Bank of America

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BANK OF AMERICA, N.A.
WIRE TRANSFER ADVICE
1 FLEET WAY
SCRANTON, PA

PA6-580-04-
18507



WX 0000 755 008944 #001 SP 0.406

RUDNICK & RUDNICK ATTYS
TRUST ACCT
PO BOX 544
AIKEN, SC

29802-0544

DATE: 01/15/15
DIRECT INQUIRIES TO:
800.729.9473 OPTION 2

THE FOLLOWING WIRE WAS CREDITED TODAY:

USD AMOUNT \$1,282,953.49

TRANSACTION REF: [REDACTED]
SENDER'S REF: [REDACTED]
IMAD: [REDACTED]
ORIGINATOR: TRUST ONE JJD
SENDING BANK: SANTANDER BANK, N.A.
BENEFICIARY: RUDNICK & RUDNICK TRUST ACCOUNT

SERVICE REF: 001011
RELATED REF: N611130 NONE

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EXHIBIT A

(Affidavit of Trustee)

STATE OF SOUTH CAROLINA

COUNTY OF AIKEN

William T. Hurley, Jr., as Trustee of the
Aiken Property Trust,

Plaintiff,

v.

Linda Donovan,

Defendant.

IN THE COURT OF COMMON PLEAS

SECOND JUDICIAL CIRCUIT

Civil Action No.: 2022-CP-02-02654

**AFFIDAVIT OF
WILLIAM T. HURLEY, JR., AS TRUSTEE
OF THE AIKEN PROPERTY TRUST**

PERSONALLY APPEARED before me, William T. Hurley, Jr., who, first being duly sworn, deposes and says:

1. I am over the age of 18, and I am competent to make this affidavit.
2. I currently serve as Trustee of the Aiken Property Trust and Trust One – JJD (“Trust One”), the sole beneficiary of the Aiken Property Trust (“Aiken Trust”).
3. I filed this action to obtain possession of the properties owned by the Aiken Trust in Aiken, South Carolina, and identified by TMS #'s 139-19-01-002 and 140-08-04-001 (“Aiken Properties”).
4. Defendant Linda Donovan wrongfully obtained possession and refused to vacate the Aiken Properties, as this Court found in its July 22, 2024 Order.
5. Caused by other fraudulent conduct by Defendant’s husband, John Donovan, II (“Donovan Sr.”), Trust One entered into a court approved settlement agreement obligating it to pay over \$3,000,000.00 to certain investors defrauded by Donovan Sr. A true and accurate copy of the settlement agreement (“Brining Settlement”) is attached hereto as **Attachment 1**.
6. As trustee, I am attempting to sell the Aiken Properties to fund the Brining Settlement and to maximize remaining assets for the payment of Trust expenses, with any surplus going to the Donovan family members.
7. However, sale of the Aiken Properties will be delayed by Linda Donovan’s refusal to vacate.
8. I have received bona fide written offers up to \$1,950,000.00 to purchase the Aiken Properties.

9. But for Linda Donovan's wrongful possession, I would immediately enter into a contract at this price in the best interest of the Aiken Trust and Trust One.

10. Linda Donovan's continued baseless possession makes it impossible to sell the Aiken Properties at the current market price, and any further delay in the sale will cause material prejudice to the Trusts and the third party victims of Donovan Sr.'s fraud.

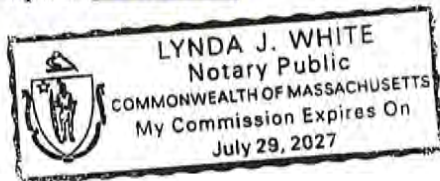
11. Based on my familiarity with the Aiken Properties and my real estate agents' assessments, and my understanding that Linda Donovan is operating a commercial horse business on site for which she collects rent, I believe the fair market rental value for the Aiken Properties is at least \$3,000.00 per month.

FURTHER AFFIANT SAYETH NAUGHT.

William T. Hurley, Jr.
William T. Hurley, Jr., as Trustee of the
Aiken Property Trust

Sworn and subscribed to before me
this 9th day of September 2024.

Lynda J. White
Notary Public for Norfolk
My Commission Expires: 7.29.27



Attachment 1

Brining Settlement Agreement

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Agreement” or “Settlement Agreement”) is hereby entered into and effective as of the date of the last signature below (“Effective Date”), by and among, the following parties: the Estate of John J. Donovan, Jr., Rebecca M. Brown, James H. Donovan, Maureen K. McLaughlin (f/k/a Maureen Donovan Lantz), Carolyn Donovan (collectively, “Estate/Donovan Siblings”), Jennifer Brining, for the Benefit of SendLater, Inc. (“Brining”), and William T. Hurley, Jr., as Trustee of Trust One-JJD (“Trustee”), with the aforesaid parties collectively referred to herein as the “Parties” or individually as a “Party.”

RECITALS

WHEREAS, on July 8, 2004, the Court (van Gestel, J.) entered as a judgment a Mediation Settlement Agreement (“MSA”) that the parties in *Brown, et al v. Donovan, et al* 03-4247-BLS1 had entered into. Under the MSA and judgment, the Court retained jurisdiction to enforce the “terms of the [MSA] and related issues” and appointed, with agreement of the parties, the Honorable John S. Martin, Jr. (“Judge Martin”) to act as the permanent Arbitrator pursuant to the parties’ agreement in the MSA.

WHEREAS, on October 15, 2007, the Court approved a Final Settlement Agreement (“FSA”) that the parties in *Brown, et al v. Donovan, et al* 03-4247-BLS1 had agreed and entered into. The FSA required the creation of three irrevocable trusts, including one that held assets for the benefit of Donovan, Sr. (“Trust One-JJD”), which was subject to the limiting and restrictive terms of the FSA, MSA, and an earlier Interim Settlement Agreement (“Trust One-JJD”);

WHEREAS, on March 21, 2017, the Massachusetts Superior Court again confirmed the FSA when it entered the January 25, 2017 Award (Martin, J.) as a Separate Final Judgment (Kaplan, J.);

WHEREAS, in or about January 2015, William T. Hurley, Jr., was appointed as the Trustee of Trust One-JJD;

WHEREAS, in or about November 2016, Brining for the Benefit of SendLater, Inc. filed a derivative action against John J. Donovan Sr. ("Donovan Sr.") in *Jennifer Brining, for the Benefit of SendLater, Inc. v. John J. Donovan*, Suffolk Superior Court C.A. 16-3422 BLS1. Following a jury-waived trial, on December 30, 2019, the Court (Davis, J.) awarded damages to Brining on her claims against Donovan Sr. for breach of fiduciary duty, fraud, and unjust enrichment, and awarded damages across all claims in the total amount of \$1,571,770.00, excluding interest and costs (the "Brining Judgment"); and

WHEREAS, on or about May 29, 2020, the Court (Davis, J.) ordered, adjudged, and decreed that in addition to the amounts previously awarded, Brining shall recover against Donovan Sr. reasonable attorney's fees in the amount of \$675,249.50, and expenses in the amount of \$29,132.29, for a total award of \$704,381.79, to be paid first out of the common damage fund created for the benefit of Brining and other Sendlater, Inc. stockholders from any monies or other assets recovered from Donovan Sr. (the "Common Fund");

WHEREAS, on or about February 13, 2021, Brining, for the Benefit of SendLater, Inc. brought a reach and apply action in *Jennifer Brining, for the Benefit of SendLater, Inc. v. John J. Donovan, and William T. Hurley, Jr., as Trustee of Trust One-JJD*, Suffolk Superior Court C.A. 21-CV-0349-BLS, against Donovan Sr. and William T. Hurley, as Trustee of Trust One-JJD, to apply the alleged beneficial interest of Donovan Sr. in Trust One-JJD in satisfaction of the Brining Judgment;

WHEREAS, on March 17, 2021, the Court (Green, K.) entered a preliminary injunction that, among other things, preliminarily enjoined and restrained the Trustee from making any

payments out of Trust One-JJD assets, other than in the ordinary course (the “Preliminary Injunction”);

WHEREAS, on November 10, 2021, after a nearly-year-long arbitration process, Judge Martin entered an arbitration award that forfeited Donovan Sr.’s beneficial interest in Trust One-JJD to the Estate/Donovan Siblings pursuant to the broad and extensive equitable and legal powers granted to him (the “November 2021 Award”);

WHEREAS, on July 28, 2022, the Court (Krupp, J.) confirmed the November 2021 Award and ordered it entered as a judgment; and,

WHEREAS, the Parties have reached an agreement on all disputes between them and, without any admission of fault, liability or wrongdoing, now wish to resolve them.

NOW, THEREFORE, in consideration of and reliance upon the mutual promises, covenants and obligations contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, subject to the conditions set forth below, the Parties agree as follows:

1. **Recitals:** The above recitals are true and correct and are incorporated herein as part of this Agreement.
2. **Court Approval and Approval by Arbitrator Required:** This Settlement Agreement and all of the terms, conditions, and obligations set forth herein are expressly conditioned on this Agreement being approved by motion allowed by the Court pursuant to Mass. R. Civ. Pro. 23.1 in *Jennifer Brining, for the Benefit of SendLater, Inc. v. John J. Donovan*, Suffolk Superior Court C.A. 16-3422 BLS1 and/or in *Jennifer Brining, for the benefit of Sendlater, Inc. v. John J. Donovan, and William T. Hurley, Jr. as Trustee of Trust One -JJD*, Suffolk Superior Court C.A. 21-0349-BLS1, as final and binding on SendLater, Inc., all

shareholders of SendLater, Inc., and anyone else otherwise entitled to share in any recovery from the Common Fund or from the Judgment in that case. Further, this Settlement Agreement and all of the terms, conditions, and obligations set forth herein are also expressly conditioned on this Agreement being approved by Judge Martin. For the avoidance of doubt, if either the Court or Judge Martin do not approve the Settlement Agreement, this Agreement will be void ab initio and all of the terms, conditions, and obligations set forth herein will have no legal force or effect.

3. Parties' Agreement to Cooperate and Comply with Settlement Agreement:

The Parties agree to comply with the terms, conditions, and obligations set forth herein, subject to paragraph 2 above, as well as the additional condition that the Parties shall cooperate in effectuating and defending this Settlement Agreement as required.

4. Sale of the Real Property Held by Trust One-JJD:

a. The Trustee shall take the steps necessary to prepare the real property held by Trust One-JJD in Hamilton, MA, Pomfret, VT, and Aiken, S.C. for sale, including, without limitation, engaging a real estate broker, obtaining an appraisal on the property, providing an estimated sale price based on comps, obtaining a survey if necessary, and making any necessary repairs and improvements to the property to place the properties in saleable condition.

b. The Trustee will begin any dispossession, eviction, or related proceedings necessary to remove any individuals residing, inhabiting, encumbering, or squatting at the Hamilton, MA, Pomfret, VT, and Aiken, S.C. property held by Trust One-JJD.

c. Within fifteen (15) calendar days of the Court denying any motion for reconsideration and/or any appeal by Donovan Sr. of the Court's judgment affirming the November 10, 2021 Award, whichever occurs later, and once each property is in saleable

condition and all tenants and/or trespassers have been evicted and/or dispossessed, the Trustee will engage a broker and list each property for sale.

d. Brining shall, on her own behalf individually and on the behalf of SendLater, Inc. and its shareholders, cooperate and take any necessary steps, and not interfere, with the execution of the terms of this Settlement Agreement, including the sale of the real property held by Trust One-JJD.

5. **Settlement Payments and Distribution of Proceeds from Trust One-JJD**

a. In consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree that the maximum amount of money that Brining can receive from Trust One-JJD assets, pursuant to the terms of this Agreement, is three million one hundred thousand dollars (\$3,100,000.00) (the "Settlement Amount"). The Settlement Amount shall be paid to Brining solely from assets of Trust One-JJD as set forth in the Agreement.

b. Brining agrees that the receipt of the distribution of assets from Trust One-JJD, as set out in the Settlement Agreement, shall be in full and final satisfaction of the Settlement Amount, and in full and final satisfaction of any debt, claim, liability, or obligation by the Estate/Donovan Siblings, Trustee Trust One-JJD, and the Trustee to Brining. If the distribution of net proceeds from the real property in Trust One-JJD and any remaining cash in Trust One-JJD to Brining, pursuant to the terms described herein, does not ultimately total the Settlement Amount, Brining agrees that the Estate/Donovan Siblings and Trust One-JJD have no further obligations to Brining. For the avoidance of any doubt, neither the Estate/Donovan Siblings, Trustee nor Trust One-JJD have any obligation to Brining beyond the distribution of assets of Trust One-JJD as set forth in the Settlement Agreement.

c. The Trustee shall distribute the first million dollars (\$1,000,000.00) in net proceeds from the sale of the real property held by Trust One-JJD in equal amounts to the Donovan Siblings/Estate and Brining – with the Estate/Donovan Siblings receiving five hundred thousand dollars (\$500,000.00) and Brining receiving five hundred thousand dollars (\$500,000.00). “Net proceeds” means the proceeds of each sale transaction less the total amount of all costs, expenses, taxes, legal fees and disbursements incurred by Trust One-JJD in connection with the sale of each parcel of real property and any related repairs, dispossession, eviction, or similar action, title dispute, or other legal dispute that may arise relating to each sale.

d. After the Estate/Donovan Siblings and Brining have each received five hundred thousand dollars (\$500,000.00), referenced in paragraph 5(c) above, the Trustee shall distribute any and all additional net proceeds from the sale of the real property held by Trust One-JJD to Brining up to a total additional amount of two million six hundred thousand dollars (\$2,600,000.00).

e. At no point prior to the sale of the last parcel of real property held by Trust One-JJD and the full payment of the Trustee and Trustee’s counsel of any outstanding fees and expenses, will any of the cash currently held by Trust One-JJD be distributed to the Estate/Donovan Siblings or Brining.

f. Notwithstanding anything to the contrary in this Settlement Agreement, before any distributions to the Estate/Donovan Siblings or Brining are made under the terms of the Settlement Agreement, the Parties agree that the Trustee has sole discretion to reach and use any amount of the current cash on hand in the Trust One-JJD accounts as well as the net proceeds from the sale of a parcel of real property held by Trust One-JJD which he deems necessary in order to have sufficient funds to: (i) maintain and prepare any remaining parcel of

real property held by Trust One-JJD for sale, (ii) sell any remaining parcel of real property held by Trust One-JJD, (iii) dispossess, evict, or engage in related proceedings necessary to remove any individuals or entities residing, inhabiting, encumbering, or squatting at any remaining parcel of real property held by Trust One-JJD, (iv) defend against or bring any action relating to Trust One-JJD, or (v) take any necessary and lawful means to protect, advance, or effectuate this Settlement Agreement.

g. After the last parcel of real property held by Trust One-JJD is sold and the Trustee and Trustee's counsel have been paid any outstanding and reasonable fees, and all expenses and costs of the sale are paid, if Brining has not received the full Settlement Amount from the net proceeds from the sale of the real property held by Trust One-JJD, the Trustee shall pay any remaining cash held by Trust One-JJD to Brining up to an amount such that Brining has received the total Settlement Amount.

h. Brining agrees that no portion of any funds paid to Brining from Trust One-JJD as part of this Settlement Agreement will be provided directly or indirectly to Donovan Sr., his spouse, his agents or anyone acting for or on behalf of Donovan Sr. or his spouse, other than as provided in the Court's (Davis, J.) May 29, 2020 Decision and Order.

i. If any real property, cash, or other assets remain in Trust One-JJD after Brining has received the Settlement Amount, Brining agrees that this property owned by Trust One-JJD, is solely for the benefit of the Estate/Donovan Siblings, as the Trust One-JJD sole beneficiaries, and further agrees that Brining will not make any claim to this property and will not object to the distribution of this property to the Estate/Donovan Siblings.

j. The Estate/Donovan Siblings agree not to request that the Trustee distribute any assets or cash out of Trust One-JJD except as set forth in this Agreement.

6. **Dissolution of Preliminary Injunction:** As part of the sale of the real property held by Trust One–JJD, Brining agrees to take such action necessary to dissolve the Preliminary Injunction and related lien to the extent of the price of the asset being sold. Brining further agrees to take such action necessary to dissolve the Preliminary Injunction and related lien as to the distribution of any cash being distributed to the extent of the cash distribution. At the earlier of Brining receiving the full Settlement Amount provided under this Agreement or the complete distribution of all real property and cash left in Trust One – JJD, Brining agrees to cooperate with the Trustee’s instruction with respect to the Preliminary Injunction and lien thereafter.

7. **Dismissal of *Brining v. Donovan Sr. and Trust One-JJD* 21-CV-0349-BLS:** Within __ business days of the Effective Date of this Settlement Agreement and the satisfaction of the obligations provided in this Settlement Agreement, Brining shall request that the Court dismiss *Brining v. Donovan Sr. and Trust One-JJD* with prejudice and with each party paying their own fees and costs (except to the extent fees and costs have already been awarded to Brining by Judge Davis as part of the September 3, 2020 Judgment or are to be paid as part of the Settlement Amount). For the avoidance of doubt, Brining will not file any motion against Trust One – JJD or the Estate/Siblings for, and shall not be entitled to, the award of further attorneys’ fees under any circumstances.

8. **No Further Action By Brining in *Brown et al v. Donovan Sr.* 03-4247-BLS1:** Brining agrees not to file any new motion in *Brown et al v. Donovan Sr.* or any appeal relating to the same that would prevent the completed forfeiture of Donovan Sr.’s interest in Trust One-JJD consistent with the November 2021 Award.

9. Mutual Releases:

a. Release of Estate/Donovan Siblings, Trust One-JJD, and the Trustee by

Brining: In consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Brining, on behalf of herself and SendLater, Inc., and her and SendLater, Inc.'s shareholders, predecessors, parent companies, subsidiaries, affiliates, directors, officers, members, owners, managers, principals, employees, agents, attorneys, representatives, partners, executors, administrators, successors and assigns (the "Brining Releasers"), hereby absolutely, expressly, irrevocably, unconditionally and completely releases, acquits, covenants not to sue, and forever discharges the Estate/Donovan Siblings, Trust One-JJD and the Trustee, and any of their predecessors, parent companies, subsidiaries, affiliates, successors, assigns, directors, officers, members, owners, managers, principals, employees, agents, attorneys, representatives, partners, executors, administrators, successors and assigns (the "Estate/Donovan Siblings, Trust One-JJD and the Trustee Releasees"), from any and all claims, counterclaims, cross-claims, counts, actions, causes of action, lawsuits, rights, demands, obligations, duties, losses, debts, expenses, costs, damages (including punitive or multiple damages, interest, and/or attorneys' fees), and other liabilities of every kind and nature, whether known or unknown as of the date of this Agreement, whether claimed or unclaimed, from the beginning of the world up to and including the Effective Date of this Agreement, that were brought, or that could have been brought, in *Jennifer Brining, for the Benefit of SendLater, Inc. v. John J. Donovan*, Suffolk Superior Court C.A. 16-3422 BLS1 and/or in *Jennifer Brining, for the benefit of Sendlater, Inc. v. John J. Donovan, and William T. Hurley, Jr. as Trustee of Trust One -JJD*, Suffolk Superior Court C.A. 21-0349-BLS1. For the avoidance of doubt, the purpose of paragraph 9(a) is to fully release the

Estate/Donovan Siblings, Trust One-JJD and the Trustee Releasees of any and all claims, counterclaims, cross-claims, counts, actions, causes of action, lawsuits, rights, demands, obligations, duties, losses, debts, expenses, costs, damages (including punitive or multiple damages, interest, and/or attorneys' fees), and other liabilities that the Brining Releasors have brought or could bring relating to the Brining Judgment.

b. Release of Brining by Estate/Donovan Siblings, Trust One-JJD, and the Trustee: In consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Estate/Donovan Siblings, Trust One-JJD, and the Trustee, on behalf of themselves and their predecessors, administrators, successors and assigns (the "Estate/Donovan Siblings, Trust One-JJD and the Trustee Releasors"), hereby absolutely, expressly, irrevocably, unconditionally and completely release, acquit, covenant not to sue, and forever discharge Brining, on behalf of herself and SendLater, Inc., and her and SendLater, Inc.'s shareholders, predecessors, parent companies, subsidiaries, affiliates, directors, officers, members, owners, managers, principals, employees, agents, attorneys, representatives, partners, executors, administrators, successors and assigns (the "Brining Releasees"), from any and all claims, counterclaims, cross-claims, counts, actions, causes of action, lawsuits, rights, demands, obligations, duties, losses, debts, expenses, costs, damages (including punitive or multiple damages, interest, and/or attorneys' fees), and other liabilities of every kind and nature, whether known or unknown as of the date of this Agreement, whether claimed or unclaimed, from the beginning of the world up to and including the Effective Date of this Agreement, that were brought, or that could have been brought, in *Jennifer Brining, for the Benefit of SendLater, Inc. v. John J. Donovan*, Suffolk Superior Court C.A. 16-3422 BLS1 and/or in *Jennifer Brining, for the benefit of Sendlater, Inc. v. John J.*

Donovan, and William T. Hurley, Jr. as Trustee of Trust One -JJD, Suffolk Superior Court C.A. 21-0349-BLS1. For the avoidance of doubt, the purpose of paragraph 9(b) is to fully release the Brining Releasees of any and all claims, counterclaims, cross-claims, counts, actions, causes of action, lawsuits, rights, demands, obligations, duties, losses, debts, expenses, costs, damages (including punitive or multiple damages, interest, and/or attorneys' fees), and other liabilities that the Estate/Donovan Siblings, Trust One-JJD and the Trustee Releasors have brought or could bring relating to the Brining Judgment.

10. **Assignment of the Brining Judgment against Donovan Sr.:** Following approval of the Settlement Agreement by the Court under paragraph 2 above and upon completion of the obligations provided in this Settlement Agreement, Brining shall assign the Brining Judgment and the claims against Donovan Sr. in the *Brining v. Donovan Sr. and Trust One-JJD action*, to Trust One-JJD or to the Estate/Donovan Siblings, to the extent permitted by law.

11. **Trustee's Fees and Attorneys' Fees and Costs:** Brining agrees not to object to the payment of the Trustee's and Murphy & King's reasonable fees from Trust One-JJD in the future, and waives all objections to Murphy & King's fees and disbursements through the date of this Agreement.

12. **No Admission; Compromise of Disputed Claims:** The Parties agree that the settlement agreement reflects a compromise of disputed claims, there is no admission by any Party of wrong doing or unlawful conduct and that each Party specifically denies the same. The settlement agreement is being entered solely for the convenience of the Parties and to avoid the continued costs of further litigation.

13. **Integration Clause:** This Agreement contains the complete, final, and exclusive embodiment of the entire understanding between and among the Parties relating to the subject matter of this Agreement. This Agreement is entered into without reliance on any promise, representation, agreement or understanding, oral or written, between and among the Parties relating to the subject matter of this Agreement, other than those expressly contained herein.

14. **Amendments:** No amendment of this Agreement shall be valid or effective unless made in writing and executed by the Parties hereto subsequent to the date of this Agreement.

15. **Governing Law and Venue:** This Agreement shall be enforced in accordance with the laws of the Commonwealth of Massachusetts, and the Parties agree that any litigation to enforce the provisions of this Agreement shall be heard before the Business Litigation Session of the Suffolk Superior Court, Massachusetts.

16. **Construction:** The Parties acknowledge that they each had an equal opportunity to control the language in this Agreement, and that this Agreement was mutually drafted by all of the Parties. The Parties agree that in no event shall this Agreement be presumptively construed against any Party.

17. **Severability:** If at any point after the Court approves this Agreement pursuant to Mass. R. Civ. Pro. 23 and after Judge Martin approves this Agreement, it is later determined that any portion of this Agreement is void or deemed unenforceable for any reason, the remaining portions shall survive and remain in effect, with any necessary modification to become a part hereof and treated as though contained in this original Agreement.

18. **Authority to Execute:** The Parties represent and warrant that they have full authority to enter into this Agreement, that they have the ability, capacity and means to carry out

the obligations herein, that all necessary actions have been duly taken to authorize the execution and delivery of this Agreement and that they are authorized to compromise the claims, demands, obligations and causes of action referred to in this Agreement. Subject to the Court's approval, Brining agrees that she is entering into this agreement on behalf of SendLater, Inc. and its shareholders, who will be bound by it as provided by Mass. R. Civ. Pro. 23.1

19. **Successors and Assigns:** This Agreement shall be binding on and will inure to the benefit of the Parties hereto and their respective successors, transferees, agents and/or assigns.

20. **Understanding of Agreement:** Each Party represents, warrants, and agrees that such party has read this Settlement Agreement, understands its terms, and is executing it voluntarily and of their own free will. Each Party further represents, warrants and agrees that such Party has received competent and independent legal advice of counsel about the meaning and legal effect of this Agreement and fully understand the same.

21. **No Waiver:** The waiver of any breach of any provision of this Agreement shall not be construed as a waiver of such breach or as a waiver of other breaches of other provisions of this Agreement.

22. **Signatures; Counterparts:** This Agreement may be executed by facsimile and/or transmitted as a .pdf by email and in counterparts, all of which together shall be binding and deemed original, and all of which shall for all purposes constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the date first above written.

(Remainder of Page Intentionally Blank; Signature Pages Follow)

Jennifer Brining, for the Benefit of SendLater, Inc.
Date:

William T. Hurley, Jr., as Trustee of Trust One-JJD
Date:

Estate of John J. Donovan, Jr.
By:
Date:

Rebecca M. Brown
Date:

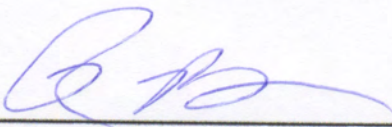
James H. Donovan
Date:

Maureen K. McLaughlin
Date:

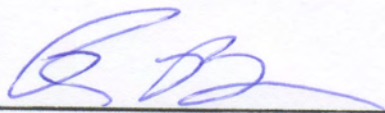
Carolyn Donovan
Date:

Jennifer Brining, for the Benefit of SendLater, Inc.
Date:

William T. Hurley, Jr., as Trustee of Trust One-JJD
Date:



Estate of John J. Donovan, Jr.
By: Rebecca Brown
Date: August 10, 2022



Rebecca M. Brown
Date: August 10, 2022

James H. Donovan
Date:

Maureen K. McLaughlin
Date:

Carolyn Donovan
Date:

Jennifer Brining, for the Benefit of SendLater, Inc.
Date:

William T. Hurley, Jr., as Trustee of Trust One-JJD
Date:

Estate of John J. Donovan, Jr.
By:
Date:

Rebecca M. Brown
Date:



James H. Donovan
Date: 8/15/22

Maureen K. McLaughlin
Date:

Carolyn Donovan
Date:

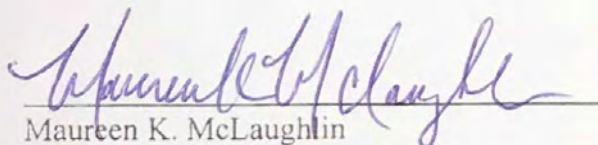
Jennifer Brining, for the Benefit of SendLater, Inc.
Date:

William T. Hurley, Jr., as Trustee of Trust One-JJD
Date:

Estate of John J. Donovan, Jr.
By:
Date:

Rebecca M. Brown
Date:

James H. Donovan
Date:



Maureen K. McLaughlin
Date: 8/10/2022

Carolyn Donovan
Date:

Jennifer Brining, for the Benefit of SendLater, Inc.
Date:

William T. Hurley, Jr., as Trustee of Trust One-JJD
Date:

Estate of John J. Donovan, Jr.
By:
Date:

Rebecca M. Brown
Date:

James H. Donovan
Date:

Maureen K. McLaughlin
Date:

Carolyn Donovan

Date: 9/12/2022

Stephanie D. Marco

Witness

Print Name: Stephanie DiMarco



Jennifer Brining, for the Benefit of SendLater, Inc.

Date: Oct 11, 2022

William T. Hurley, Jr., as Trustee of Trust One-JJD

Date:

Estate of John J. Donovan, Jr.

By:

Date:

Rebecca M. Brown

Date:

James H. Donovan

Date:

Maureen K. McLaughlin

Date:

Carolyn Donovan

Date:

Orders

STATE OF SOUTH CAROLINA
COUNTY OF Aiken
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO. 2022CP0202654

William T Hurley, Jr et al
PLAINTIFF(S)

Linda Donovan
DEFENDANT(S)

DISPOSITION TYPE (CHECK ONE)

- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☒ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ☐ **ACTION DISMISSED** (*CHECK REASON*): ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit); ☐ Rule 43(k), SCRPC (Settled);
☐ Other
- ☐ **ACTION STRICKEN** (*CHECK REASON*): ☐ Rule 40(j), SCRPC; ☐ Bankruptcy;
☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award;
☐ Other
- ☐ **STAYED DUE TO BANKRUPTCY**
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT** (*CHECK APPLICABLE BOX*):
☐ Affirmed; ☐ Reversed; ☐ Remanded;
☐ Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☐ See attached order (formal order to follow) ☒ Statement of Judgment by the Court:

This matter came before the court on March 27, 2023, pursuant to the Defendant's motion to dismiss. The Defendant's motion is DENIED.

ORDER INFORMATION

This order ☐ ends ☒ does not end the case.

☐ See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 03/29/2023 .

Aiken Property Trust, Trustee

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

Court Reporter:

E-Filing Note: The date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgment to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.



Aiken Common Pleas

Case Caption: William T Hurley Jr , plaintiff, et al VS Linda Donovan

Case Number: 2022CP0202654

Type: Order/Electronic Form 4

So Ordered

The Honorable Courtney Clyburn Pope

Electronically signed on 2023-03-29 14:40:05 page 3 of 3

Certificate of Electronic Notification

Recipients

Matthew Jepertinger - Notification transmitted on 03-29-2023 03:16:06 PM.

Bradley Brodie - Notification transmitted on 03-29-2023 03:17:49 PM.

***** IMPORTANT NOTICE - READ THIS INFORMATION *****
NOTICE OF ELECTRONIC FILING [NEF]

-

A filing has been submitted to the court RE: 2022CP0202654

Official File Stamp: 03-29-2023 03:14:19 PM

Court: CIRCUIT COURT

Common Pleas

Aiken

Case Caption: William T Hurley Jr , plaintiff, et al VS Linda
Donovan

Document(s) Submitted: Order/Electronic Form 4: Motion/Judgment on
Pleadings DENIED Order/Electronic Form 4

Filed by or on behalf of: Courtney Clyburn Pope

This notice was automatically generated by the Court's auto-notification system.

-

The following people were served electronically:

Bradley A. Brodie for Linda Donovan

Matthew Lewis Jepertinger for William T Hurley,
Jr

**The following people have not been served electronically by the Court. Therefore, they must
be served by traditional means:**

Aiken Property Trust, Trustee

STATE OF SOUTH CAROLINA	)	
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF AIKEN	)	
WILLIAM T. HURLEY, JR., AS	)	
TRUSTEE,	)	Case No.: 2022CP0202654
	)	
Plaintiff,	)	
	)	
vs.	)	ORDER ON PLAINTIFF'S MOTION FOR
	)	SUMMARY JUDGMENT
	)	
LINDA DONOVAN,	)	
	)	
Defendant.	)	
_____	)	

Heard: July 18, 2023
 Plaintiff's Attorney: Richard C. Detweiler
 Defendant's Attorney: Bradley D. Brodie
 Court Reporter: Elizabeth Harris

The plaintiff moves for summary judgment under Rule 56, SCRPC on all of the plaintiff's causes of action, and seeks an order dismissing with prejudice all of the Counterclaims. The plaintiff wants the court to eject the defendant. Due to the strict standards applicable to summary dismissal of cases, the motion is respectfully denied.

This lawsuit arises from a disagreement over two parcels of property in Aiken County that are held in trust. The two parcels together form a horse farm. Conflict and litigation have existed for at least two decades between John J. Donovan, II ("Donovan Sr.") and the five children born to him and his first wife. The plaintiff maintains that a settlement agreement was reached on March 26, 2007, in Massachusetts, which involved placing properties (including the Aiken properties) in trust. However, the documents on file in this action demonstrate that there has been much activity of a complex nature since that settlement, including appointment of an arbitrator in Massachusetts to resolve ongoing

disagreements. The arbitrator's decision was apparently just rendered on November 10, 2021. A judge in Massachusetts confirmed the decision, but that ruling is currently on appeal.

Donovan Sr. married the defendant, Linda Donovan, in 1995. Donovan Sr. is incarcerated in Massachusetts for forgery of documents, though the defendant's affidavit states that he is to be released soon. The defendant claims that her husband is the sole beneficiary, that he wants his wife to remain on the property, that she contributed money towards the acquisition and improvement of the property, and that she has occupied it since 2015.

The plaintiff points to a quit-claim deed dated January 9 and January 10, 2020, wherein it is stated that Donovan Sr. and the defendant transferred any interest in the property. However, the defendant's affidavit recites that the "corrective deed" was done for an entirely different purpose than what the Trustee maintains and that the Trustee has breached fiduciary duties to her and her husband.

The Answer and Counterclaim raise various issues, including assertions about the enforceability of the Massachusetts rulings on this property. The plaintiff's motion states that dismissal is appropriate for a variety of reasons delineated in the motion. The plaintiff states that the Trustee is the record title holder to the subject properties pursuant to "unambiguous" limited warranty deeds conveying the Aiken Properties solely to the Aiken Trust in 2015. It is argued that the defendant has never had an interest in the properties and is a trespasser. The plaintiff maintains that the defendant has never been a beneficiary of the trust, that no resulting trust or constructive trust claimed by the plaintiff can be supported as a matter of law, that there is no basis for finding a breach of fiduciary duty, that the defendant's claim for unjust enrichment should be dismissed because she

fails to allege the elements of that type of claim, and that the declaratory judgment cause of action cannot advance because of the unambiguous deeds.

LEGAL STANDARDS

Summary judgment is appropriate when there is no genuine issue of material fact such that the moving party must prevail as a matter of law. Rule 56(c), SCRCP. Summary judgment is not appropriate where further inquiry into the facts of the case is desirable to clarify the application of the law. Brockbank v. Best Capital Corp., 341 S.C. 372, 534 S.E.2d 688 (2000). Summary judgment should not be granted even when there is no dispute as to evidentiary facts if there is disagreement concerning the conclusion to be drawn from those facts. Moriarty v. Garden Sanctuary Church of God, 341 S.C. 320, 534 S.E.2d 672 (2000).

Furthermore, “[s]ummary judgment is a drastic remedy, which should be cautiously invoked so that no person will be improperly deprived of a trial of the disputed factual issues.” Id., citing, Baughman v. American Tel. and Tel. Co., 306 S.C. 101, 410 S.E.2d 537 (1991). In determining whether any triable issues of fact exist, the court must view the evidence and all reasonable inferences that may be drawn from the evidence in the light most favorable to the non-moving party. White v. J. M. Brown Amusement Company Inc., 2004 WL 1773746 (Ct.App. 8-9-04). “At the summary judgment stage of the proceedings, it is only necessary for the nonmoving party to submit a scintilla of evidence warranting determination by a jury for summary judgment to be denied.” Hill v. York County’s Sheriff’s Department, 313 S.C. 303, 308, 437 S.E.2d 179, 182 (Ct. App. 1993)(cert. den. 1994). When a motion for summary judgment is supported by affidavits or stipulated facts, the opposing party cannot rely simply on allegations and

denials, but must come forth with evidence of specific fact(s) showing that there is a genuine issue of material fact. *See* Rule 56(e), SCRCPP. Summary judgment is not to be granted before an opposing party has had a full and fair opportunity to complete discovery. However, when considering whether to deny summary judgment on the ground of incomplete discovery, the nonmoving party must demonstrate the likelihood that further discovery will uncover additional relevant evidence and that the party is “not merely engaged in a ‘fishing expedition.’” Dawkins v. Fields, 354 S.C. 58, 69, 580 S.E.2d 433, 439 (2003) (quoting Baughman, 306 S.C. at 112, 410 S.E.2d at 544) (internal citation omitted).

DISCUSSION

This case involves a complicated factual scenario and a number of seemingly complex legal issues that must be evaluated after a development of the record. Attacks have been raised concerning the deeds, the trust documents, the role of the fiduciary, the enforceability of decisions made by Massachusetts judicial officers, and the interpretation to be given to numerous documents, among other things. An affidavit in opposition to the motion has been filed and reviewed. South Carolina only requires a scintilla of evidence to overcome summary judgment. The court finds that the defendant has raised at least a scintilla of evidence on each ground sufficient to overcome summary judgment at this stage.

THEREFORE, IT IS ORDERED that the plaintiffs’ motion for summary judgment is denied.

AND IT IS SO ORDERED.

Electronic signature follows on separate page
William P. Keesley, Judge



Aiken Common Pleas

Case Caption: William T Hurley Jr , plaintiff, et al VS Linda Donovan

Case Number: 2022CP0202654

Type: Order/Summary Judgment

Circuit Judge (Code #2050)

s/ William P. Keesley

Electronically signed on 2023-07-21 17:17:02 page 5 of 5

STATE OF SOUTH CAROLINA
COUNTY OF AIKEN

IN THE COURT OF COMMON PLEAS
SECOND JUDICIAL CIRCUIT

Docket No.: 2022-CP-02-02654

William T. Hurley, Jr., as Trustee of the
Aiken Property Trust

Plaintiff

ORDER

vs.

Linda Donovan

Defendant

PROCEDURE

1. The Summons and Complaint were filed on November 17, 2022.
2. The Defendant Linda Donovan, filed an Answer and Counterclaim on January 3, 2023.
3. The Reply was filed on January 30, 2023 and the Order of Reference was filed on June 4, 2024.
4. A hearing is scheduled for June 26, 2024. On Friday, June 21, 2024, at 3:37 PM, a Motion to Intervene was filed by John J. Donovan, II, a/k/a John J. Donovan, Sr., through his attorney, Jeffrey F. Peil.
5. On June 24, 2024, the Plaintiff, through its attorney, Richard E. Detwiler, filed a Memorandum in Opposition and requested sanctions.
6. Since the trial was scheduled for June 26, 2024, the attorney for the Defendant, Brad A. Brodie, and the Plaintiff's attorney agreed to a telephone conference on June 24, 2024. The moving party did not make any written objections to the motion being scheduled but Mr. Peil did verbally object to the motion being heard without 10 days notice. Considering the date of the filing of the motion, the hearing date, the agreement of the named the parties, and the written objections, the court proceeded with the motion hearing.
7. John J. Donovan, II, a/k/a John J. Donovan, Sr, filed a Memorandum in Support of the Motion as well as some bank records. The Plaintiff, in addition to the memorandum, filed the following:

- a. Arbitration Order in which John J. Donovan, II, a/k/a John J. Donovan, Sr, was named as a party, dated November 10, 2021, from an arbitration in Massachusetts;
- b. Final Judgment Confirming Arbitration Award from the Massachusetts Superior Court dated August 17, 2022;
- c. Commonwealth of Massachusetts Appeal Court Order dated March 8, 2024;
- d. Arbitration Order dated July 27, 2022;
- e. Commonwealth of Massachusetts Superior Court Ordered, dated May 29, 2024;
- f. Emails from Plaintiff's attorney to the attorney for John J. Donovan, II, a/k/a John J. Donovan, Sr;
- g. Amendment to a Settlement Agreement dated December 10, 2014.

Motion to Intervene

To prevail on a Rule 24, SCRCPP, Motion to Intervene, the moving party must establish the following:

1. Establish timely application;
2. Assert an interest relating to the property or transaction which is the subject of the action;
3. Demonstrate that it is in a position such that without intervention, disposition of the action may be impaired or impeded in its ability to protect that interest; and
4. Demonstrate that its interest is inadequately represented by other parties.

State Bank v Flemington Properties, 361 S.C. 503, 604 S.E. 2d 723 (Ct. App. 2004).

“Intervention should be liberally granted, particularly where judicial economy will be promoted by the declaration or the rights of all parties who may be affected. However, this does not mean intervention should always be granted. Instead, we must consider the pragmatic

consequences of a decision to permit or deny intervention and avoid setting up rigid applications of Rule 24 (a) (2).” *State Bank v Flemington Properties*, 361 S.C. 503, 604 S.E. 2d 723 (Ct. App. 2004). “Failure to satisfy any one of the four requirements precludes intervention.” *Ex Parte Reichivn*: In Re: SCDHEC v Columbia Organic Chemical Co., Inc., 310 S.C. 495, 427 S.E. 2d 661 (1993).

“In South Carolina, the factors to examine to determine if a timely application has been made are: 1) the time that has passed since the applicant knew or should have known of his or her interest in the suit; 2) the reason for the delay; 3) the stage to which litigation has progressed; and 4) the prejudice original parties would suffer from granting intervention and the applicant would suffer from denying intervention. *Ex Parte Reichivn*: In Re: SCDHEC v Columbia Organic Chemical Co., Inc., 310 S.C. 495, 427 S.E. 2d 661 (1993).

In this matter, significant time has passed since John J. Donovan, II, a/k/a John J. Donovan, Sr., knew or should have known of his interest in this lawsuit. This is no reflection on the attorney representing Mr. Donovan. He advised the court that he was retained on Thursday, June 20, 2024 and filed the motion on behalf of his client on June 21, 2024. The concern is Mr. Donovan’s failure to retain an attorney before that date to protect his alleged interest. The only reason provided for filing the motion so close to the trial date was that Mr. Donovan is in his eighties, has some physical disabilities and was not released from prison in Massachusetts until August, 2023. His attorney confirmed that Mr. Donovan is capable of handling his own affairs and he is not aware of any appointment of a guardian or conservator. As stated above, this litigation was filed in 2022, the parties have completed discovery and the matter is scheduled for trial on July 26, 2024. He made the additional argument that Mr. Donovan was waiting until the final determination of the Massachusetts action before filing the motion in South Carolina. However, no reason was given as to why Mr. Donovan could not file the motion earlier while the action was pending in Massachusetts. Finally, Mr. Donovan’s attorney argued that nothing would prevent his client from filing a separate action in South Carolina and that by allowing the intervention, the court would be exercising judicial discretion to rule on the similar claims filed by the current defendant in one hearing.

Mr. Donovan argues that the proposed answer and counterclaim, which he filed as an exhibit on the day of the hearing, contains the same defenses and counterclaims as those filed by

the current defendant, Linda Donovan. His attorney also knows they have not requested a jury trial. The Plaintiff argued that his client would be prejudiced since the trustee is already flown from Massachusetts South Carolina for the hearing and the emotions of already been heard in this matter along with discovery being completed. The Plaintiff also refers to the findings and Orders issued in Massachusetts. The Defendant's attorney stated that the Defendant had always supported adding Mr. Donovan as a necessary party.

While the Plaintiff argues that the Orders issued in Massachusetts clearly show that Mr. Donovan has no interest in the Aiken County properties, the Defendant and the Movant believe certain equitable claims still exist. Based on those equitable interests, the Movant asserts that he does have an interest in the real estate that is the subject of this action. Without intervention, Mr. Donovan believes he would not be able to adequately protect his interest. Finally, he argues that his interest, due to the money he alleges was paid by him for the Aiken properties, is inadequately represented by the other Defendant.

Conclusion

While intervention should be liberally granted, especially where judicial economy would be promoted, the court must consider the pragmatic consequences of a decision to permit intervention. *State Bank v Flemington Properties*, 361 S.C. 503, 604 S.E. 2d 723 (Ct. App. 2004). In considering the factors to determine if a timely application has been made, the moving party knew or should have known of his interest in this lawsuit considering the name defendant is his wife, he was released from incarceration in August, 2023, he is capable of handling his own affairs, and he was participating in his claims in Massachusetts during this time. Based on the same reasons, the moving party has failed to establish a sufficient reason for his delay in filing the motion. Litigation has progressed and this matter is scheduled for trial within a week of the motion for intervention being filed. Therefore, the moving party has failed to establish that a timely application was filed. Failure to satisfy this element is critical in a motion for intervention. Mr. Donovan may have an interest relating to the real estate in Aiken County. However, as was argued

that the motion hearing, he believes he has a right to file a separate action that would still assert any equitable claims related to the real estate.

“Failure to satisfy any one of the four requirements precludes intervention.” *Ex Parte Reichivn: In Re: SCDHEC v Columbia Organic Chemical Co., Inc.*, 310 S.C. 495, 427 S.E. 2d 661 (1993). The Motion for Intervention, pursuant to Rule 24, SCRCP, is denied.

IT IS SO ORDERED

Aiken County Master in Equity/M. Anderson Griffith



Aiken Common Pleas

Case Caption: William T Hurley Jr , plaintiff, et al VS Linda Donovan

Case Number: 2022CP0202654

Type: Master/Order/Other

AND IT IS SO ORDERED

s/M Anderson Griffith-3076

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STATE OF SOUTH CAROLINA
COUNTY OF AIKEN

IN THE COURT OF COMMON PLEAS
SECOND JUDICIAL CIRCUIT

Docket No.: 2022-CP-02-02654

William T. Hurley, Jr., as Trustee
Of the Aiken Property Trust
Plaintiff

ORDER

vs.

Linda Donovan
Defendant

Procedure

1. The Summons and Complaint were filed on November 17, 2022.
2. An Answer and Counterclaim was filed on January 3, 2023.
3. A Reply was filed on January 30, 2023.
4. Defendant's Motion to Dismiss was denied on March 29, 2023.
5. Plaintiff's Motion for Summary Judgment was denied on July 24, 2023.
6. Plaintiff withdrew its Motion for a Jury Trial on February 16, 2024. An Order of Reference was filed on April 4, 2024.
7. A Motion to Intervene was filed by John J. Donovan on June 21, 2024. The trial was scheduled for June 26, 2024. The Master in Equity filed an Order denying the Motion to Intervene on June 25, 2024.
8. The trial was held on June 26, 2024. The Plaintiffs were represented by Richard C. Detwiler and the Defendant was represented by Bradley A. Brodie. The parties stipulated to Plaintiff's Exhibits 1 – 16 and Defendants Exhibits 1 – 2. After opening statements, the Defendant presented a witness out of order by agreement of the parties.

Statement of Facts

Morris Rudnick is an attorney in Aiken, South Carolina who has practiced law for 42 years, focusing on real estate matters. He was the closing attorney when the real estate in this matter was purchased. He met the Defendant, Linda Donovan prior to the closing. Defendant Exhibit 1 is a document reflecting money being wired from John Donovan and Linda Donovan. John Joseph Donovan wired \$8,000.00 on January 14, 2015 and Linda J. Donovan wired \$19,974.24 on the same day. Defendant Exhibit 2 is a copy of the wire transfer on January 15, 2015 from Trust One JJD, (Trust One) for \$1,282,953.49.

It was Mr. Rudnick's understanding the property would be the primary residence of Linda Donovan. The property is in the name of Aiken Property Trust and William P. Hurley is the Trustee. After Mr. Rudnick was excused, the Plaintiff called its first witness.

The Plaintiff, William T Hurley, Jr., is the Trustee of Aiken Property Trust and Trust One JJD (Trust One). Mr. Hurley has a Juris Doctor degree and is a CPA who practices in that field. He has prior experience in numerous trusts acting as the trustee since the early to mid 1990's.

John Donovan (also known as John Donovan II or John Donovan Sr. But for clarification will be referred to as Prof. Donovan) is a professor Mr. Hurley met in the late 1990's or early 2000's. Prof. Donovan and his family had numerous disputes over the years. Mr. Hurley became the Trustee in January 2015. Plaintiff Exhibit 3 is dated March 26, 2007 and is referred to as the Final Settlement Agreement (FSA) and concerns Prof. Donovan and his children. This settlement led to the creation of Trust One. Three trusts were created by this document. Trust One JJD, referred to by Mr. Rudnick, and the Trustee at that time was John Donovan, Jr. (a son of Prof. Donovan). The document was signed by Prof. Donovan as John Donovan, Sr. and John Donovan, Junior. Plaintiff Exhibit 4 is a trust agreement identified as Trust One JJD. By agreement, all trust disputes are settled by arbitration with the Hon. John S. Martin, serving as the arbitrator.

Plaintiff Exhibit 5 is an Amendment dated December 10, 2014 and references the FSA (Plaintiff Exhibit 3). Among other things this extended the 2007 agreement to the lifetime or incapacity of JJD as determined by Judge Martin. The Amendment also provides for the Trust One JJD replacement property in Aiken, South Carolina. The replacement property is owned solely by Trust One JJD. Prof. Donovan's signature sheet is attached to the exhibit with a date of December 11, 2014.

Plaintiff Exhibit 6 is a Declaration of Trust Establishing Aiken Property Trust. This document identifies the trustee as William T. Hurley, Jr. JD CPA. Mr. Hurley signed the document on January 14, 2015. The Beneficiary of the Aiken Trust is Trust One JJD, whose sole beneficiary was identified as John Donovan II (Prof. Donovan). The Aiken Trust was funded by Trust One JJD and the funds were wired to Rudnick and Rudnick to purchase the property in Aiken. Plaintiff's Exhibits 1 – 2 are the deed into the Aiken Property Trust, which is the grantee on both deeds.

On April 27, 2015, Prof. Donovan recorded a deed in the Aiken County RMC Office in BK: RB 4549, PG: 2386 – 2388. The document purports to grant a life estate to Linda Donovan and she will receive “clear title” at the death of “John J. Donovan, Jr.” (Prof. Donovan). Recording this document led to a document titled Stipulation by John J. Donovan, Sr. which describes his activity concerning property owned by the Aiken Trust. He stipulates that his action in recording the deed in Aiken County violated the FSA dated March 26, 2007 and the terms of the Trust One agreement. The Aiken filings were acknowledged to be invalid and void *ab initio*. He also stipulated that he has no right or authority to transfer, assign or pledge any assets held by or for the benefit of Trust One. This document was signed on May 1, 2019.

Plaintiff Exhibit 9 is entitled [Proposed] Order and Award. The Arbitrator, the Hon. John S. Martin, rules that Prof. Donovan violated the terms of the FSA by making fraudulent filings in reference to the Aiken Property. Documents were executed by Prof. Donovan and Linda Donovan to correct the fraudulent filings. This document was signed on October 1, 2019. Plaintiff Exhibit 10 is an Order from the Massachusetts Superior Court confirming the October 1, 2019 Order issued by Judge Martin. Prof. Donovan and Linda Donovan also executed a Quitclaim Deed and Release to William T Hurley, Jr., Trustee of Aiken Property Trust which was recorded in the Aiken County RMC Office in BK: RB 4824, PG: 1247 – 1249 (Plaintiff Exhibit 11).

On November 10, 2021, Judge Martin issued in Award after the Donovan siblings (the children) brought an application challenging Prof. Donovan's filing and recording documents. The award provides a detailed history of the Donovan family. This document removed John Donovan, Sr. (Prof. Donovan) as the Beneficiary of Trust One JJD and his interest in the trust was forfeited. The Massachusetts Superior Court confirmed the Award on August 17, 2022. Also, Plaintiff

Exhibit 14.3 is an Order, dated March 8, 2024, from the Commonwealth of Massachusetts Appeals Court affirming the November 10, 2021 Award.

Mr. Hurley testified that Linda Donovan has never been a beneficiary of either trust. After Prof. Donovan was divested as a Beneficiary, the Defendant has remained on the Aiken property, using it as her primary residence without paying any rent to the Trust. The Plaintiff asserts she has no rights, legal or equitable, in the Aiken property. The Trustee request the court issue an Order to remove Linda Donovan from the property. He also testified the Trust needs to sell the Aiken property due to a judgment recorded in Massachusetts based on Prof. Donovan's fraudulent actions involving Trust One. Mr. Hurley admits Linda Donovan may be owed the money she contributed for the purchase of the property. He does not believe he or the Trust owes any fiduciary duty to the Defendant.

On cross examination, Mr. Hurley admitted Linda Donovan contributed funds when the Aiken property was purchased. Prof. Donovan and Trust One JJD also contributed to the purchase of the property. When the FSA set up three trust, Mr. Hurley was not trustee on any trust. Judge Martin, as the arbitrator, authorizes payments for real estate taxes, litigation, expenses, and legal fees. Linda Donovan was not a named party in the Stipulation signed by Prof. Donovan. Mr. Hurley and Trust One JJD were not parties. The remaining Donovan children may receive some benefit from the property but Mr. Hurley does not know what will be left after the judgments are paid. The Plaintiff agrees that Linda Donovan has maintained the Aiken property.

On redirect, it was clarified that the assets of Trust One were attached by a Massachusetts Court Order, which found the assets of the trust are accessible, including the Aiken property. At the conclusion of Mr. Hurley's testimony, the plaintiff rested. The Defendant made no motions and proceeded to call Linda Donovan as a witness.

Linda Donovan, wife of Prof. Donovan, has lived on the Aiken property since January 2015. Although she is retired, she was a chief financial officer for 14 years and has a Masters/Doctorate degree from Harvard. She also advised the court of serious health issues she is currently experiencing. Prof. Donovan operated an executive education company and numerous technical companies.

Defendant Exhibit 3 is an itemization of the cost to maintain the Aiken property. The total of that exhibit is \$217,264.51. Defendant Exhibit 4 are copies of checks and receipts to verify the items listed in Defendant Exhibit 3. Linda Donovan wants to remain on the property. If she is not allowed to remain on the property, she wants to be paid back the money she contributed for the purchase and reimbursed the funds listed on Defendant Exhibit 3 and 4.

She was not a party to the arbitration and testified she only signed documents because she felt threatened. She admits to signing the quitclaim deed but feels the children coerced Prof. Donovan and her to sign the deed. At one point, she obtained a restraining order against James Donovan, one of Prof. Donovan's children. The Plaintiff filed an eviction action in the Aiken County Magistrate Court before this case was filed in the Circuit Court.

On cross examination, she admits her husband's interest in the trust is extinguished. Plaintiff Exhibit 17 is a settlement statement that Linda Donovan signed on March 27, 2007, which is the same timeframe as the FSA. Although she claims duress, she admits she has no ownership interest in the Aiken property. She also agrees the cost for maintenance is a list from 2015 to 2024. Using that period of time, the average monthly cost is less than \$2,000.00 per month. She admits she has paid no rent but she feels she has improved the property. On redirect, she testified the Plaintiff never discussed her paying any rent or provided any rental agreement. Plaintiff Exhibit 17, is an agreement signed years before the Aiken property was purchased.

The Plaintiff's motion for Directed Verdict was denied.

Conclusions of Law

This Court has subject matter jurisdiction over this proceeding and personal jurisdiction over the parties. Venue of this action is property in Aiken County and this court and all persons entitled to be and or provided notice of the proceedings have been served and/or provided such notice or have otherwise appeared in this action.

This matter deals with two tracts of land in Aiken County, South Carolina. The limited warranty deed for the 40-acre tract reflects H & D Stables, LLC as the grantor and William T. Hurley, Jr., Trustee of Aiken Property Trust as the grantee (Plaintiff Exhibit 1). The limited

warranty deed for the 36.68-acre tract lists the same grantor and grantee. Linda Donovan and Prof. Donovan are not listed in any capacity in the deeds. Except for the fraudulent conveyance by Prof. Donovan and the corrective quitclaim deed, there has been no change in the ownership status. “The terms of an unambiguous deed may not be varied or contradicted by evidence drawn from sources other than the deed itself.” *Vause v Mikell by Solomon*, 290 S. C. 65, 348 S. E. 2d 187 (Ct. App. 1986). There is no dispute that Mr. Hurley succeeded John J. Donovan, III, as Trustee on April 25, 2015. He is the Trustee for Trust One and the Aiken Property Trust.

The Final Settlement Agreement (FSA) provides Judge Martin, as the arbitrator, has discretion to determine, any remedy including sanctions, damages, attorney’s fees, out of any of the three tracts for any reason. Paragraph 9 of the FSA references the settlement agreement signed by Linda Donovan and the other parties on March 26, 2007. In that agreement, Linda Donovan represented she had no interest or claim in the “properties or entities”. The FSA and the Trust Agreement restricted Prof. Donovan’s beneficiary interest and prohibited the transfer, assignment, or pledge of such interest. In 2014, Prof. Donovan and his children executed and Amendment (Plaintiff Exhibit 5) to the Trust Agreement. This document provided for the sale of some Trust One properties and authorize the purchase of the Aiken property as replacement property.

The State of Massachusetts has issued orders confirming the arbitration awards and the removal of Prof. Donovan as a beneficiary. Included in these awards were decisions concerning the fraudulent transfer of the Aiken property from Prof. Donovan to Linda Donovan. This was resolved by the arbitrator and the execution of the quitclaim deed discussed above.

Linda Donovan has lived on the Aiken property since 2015. No rental agreement was in place and she has never paid rent to the Trust, even after her husband was removed as the beneficiary. She claims to have been under duress at the time she signed any agreements or the quitclaim deed. “A party is under duress if improper external pressure or influence practically destroys the free agency of a party and causes him to do an act or form a contract not of his own volition.” *Williams. Trucking Co. v J.W. Constr. Co.*, 314 S. C. 171, 442 S. E. 2d 197 (Ct. App. 1994) (citing *Cherry v ShelbyMont, Plate Glass*, 191 S. C. 177, 4 S. E. 2d 123 (1939), *Blejski v Blejski*, 325 S. C. 491, 480 S. E. 2d 462 (Ct. App. 1997)). While Linda Donovan used the word duress, the testimony does not support finding improper external pressure or influence.

The Defendant has also raised certain issues about the legitimacy of the Massachusetts awards by the arbitrator. “The Full Faith and Credit Clause of the United States Constitution provides that “Full Faith and Credit shall be given in each state to the... Judicial proceedings of every other state.” *U.S. Const. art. IV*, section 1, *Gregoire v Byrd*, 338 S. C. 489, 527 S. E. 2d 361 (Ct. App. 2000). “The thrust of the clause is that courts of one state must give such force and effect to a foreign judgment as a judgment would receive in the issuing state. *Purdie v Smalls*, 293 S. C. 216, 527 S. E. 2d 361 (Ct. App. 2000), *Id.* The Massachusetts awards by the arbitrator, Massachusetts Superior Court orders and the appellate court orders are entitled to full faith and credit. Any defenses pled challenging this finding are denied.

Linda Donovan contributed \$19,974.24 towards the purchase of the property. In reference to the damages/reimbursements she claims, the items are normal upkeep, usage, and maintenance for the equestrian property that was described. She renovated the apartments but has lived there since 2015. She testified she has not collected any rent from any portion of the property other than some possible feeds for a third-party renting stable space. Fencing, a new arena, property taxes and insurance are normal expenses for an individual living on the property.

Based on the pleadings, testimony, exhibits, and case law, Linda Donovan has no right or interest in either tract owned by Aiken Property Trust. Plaintiff is awarded the requested declaratory relief that the Defendant has no legal or equitable claim of ownership, or any right to remain on the Aiken property. Linda Donovan has been asked to leave the property. “Trespass to land is an interference with another’s present right of possession. The historical requirements for recovery under the common-law action of trespass include “an invasion (a) which interfered with the right of exclusive possession of the land, and (b) which was the direct result of some act committed by the Defendant.”” See generally *Prosser and Keeton on Torts*, section 13, *Graham v Town of Latta, South Carolina*, 417 S. C. 164, 789 S. E. 71 (Ct. App. 2016).

Based on the evidence submitted, Linda Donovan is now trespassing. However, under these unusual facts, the trespasser appears to have always maintained the property, helped to maintain the value, and the Plaintiff has established no damages for an award of actual or punitive damages. The Defendant has even paid over \$35,000.00 in property taxes. Prior to the demand to leave the property, the Plaintiff presented no contract for rent even though it is undisputed that new of the

Defendant living on the property. At this time, the Plaintiff is entitled to an order ejecting the Defendant from the property.

The Defendant is not entitled to relief based on the Rule 12, SCRPC defenses raised in the Answer. The Plaintiff has not waived any rights or unreasonably delayed taking any action in regards to this matter. Any delay has simply benefited the Defendant and the trespass has continued prior to this lawsuit being filed. The Defendants failed to establish she is entitled to relief under the Statute of Limitations defense, did not present any evidence or testimony in regards to the Statute of Frauds, the equitable defense of unclean hands or the failure of the plaintiff to mitigate its damages. In regards to the counterclaims filed by the Defendant, no fiduciary duty was established between the Plaintiff and the Defendant. To the contrary, the Plaintiff presented numerous documents to establish the understanding of the Defendant and her rights in the Aiken property. Finally, the court does not find the Plaintiff was unjustly enriched due to the actions of the Defendant. As stated above, the maintenance performed by the Defendant is the result of normal usage of this type of property. The Defendant is entitled to the return of the funds she paid towards the purchase of the property.

The Defendant will have sixty days from the date of this Order to vacate the property and remove all personal items. After the Defendant leaves, the Plaintiff may raise any issues it has with the condition of the property through any future legal claims. The Plaintiff will reimburse the Defendant \$19, 974.24 for the funds she contributed to the purchase of the property within sixty days from the date of this order. The parties are responsible for their own attorney fees and cost.

IT IS SO ORDERED

Aiken County Master in Equity/M. Anderson Griffith



Aiken Common Pleas

Case Caption: William T Hurley Jr , plaintiff, et al VS Linda Donovan

Case Number: 2022CP0202654

Type: Master/Order/Other

AND IT IS SO ORDERED

s/M Anderson Griffith-3076

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Other

STATE OF SOUTH CAROLINA)
)
COUNTY OF AIKEN)
)
William T. Hurley, Jr., as Trustee)
of the Aiken Property Trust,)
)
Plaintiff,)
)
v.)
)
Linda Donovan,)
)
Defendant.)

IN THE MAGISTRATE COURT
Civil Action No. _____

**PETITION FOR SUMMARY
EJECTMENT OF TRESPASSER**

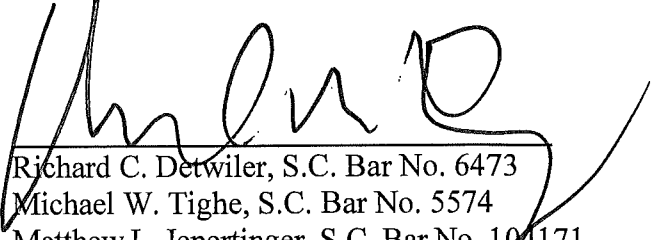
New Ellenton Summary Court
RECEIVED
By: Pam Key
Date: 10/18/22

1. William T. Hurley, Jr., as Trustee of the Aiken Property Trust ("Plaintiff") owns two contiguous parcels located at 3320 Bank Mills Road, Aiken, South Carolina 29803.
2. These parcels are identified by TMS#s 140-08-04-001 and 139-19-01-002, and contain 36.68 and 40.00 acres respectively.
3. The property is being occupied by Linda Donovan ("Defendant").
4. There is no rent being paid by Defendant to Plaintiff for the occupancy of this property, Plaintiff has offered no consent to Defendant's occupancy, and no landlord-tenant relationship exists between Plaintiff and Defendant.
5. Pursuant to S.C. Code Ann. § 15-67-610, Plaintiff requests the Magistrate serve notice on Defendant to quit the premises.
6. If, after the expiration of five days from personal service of such notice, Defendant refuses or neglects to quit, Plaintiff requests the Magistrate issue a warrant to the sheriff or constable requiring him forthwith to eject Defendant, using such force as may be necessary.

Respectfully submitted,

[SIGNATURE ON FOLLOWING PAGE]

CALLISON TIGHE & ROBINSON, LLC



Richard C. Detwiler, S.C. Bar No. 6473
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October 17, 2022
Columbia, South Carolina

STATE OF SOUTH CAROLINA)

COUNTY OF AIKEN)

William T. Hurley, Jr., as Trustee of the Aiken
Property Trust)

PLAINTIFF)

c/o Callison Tighe & Robinson, LLC Attorneys)

STREET ADDRESS)

P.O. Box 1390 Columbia, SC 29202)

CITY, STATE ZIP)

803-404-6900)

TELEPHONE)

VS.)

Linda Jo Donovan)

DEFENDANT(S))

c/o Brad A. Brodie, Esq.)

STREET ADDRESS)

210 Colony Parkway, SE Aiken SC 29803)

CITY, STATE ZIP)

803-643-4110)

TELEPHONE)

IN THE MAGISTRATE'S COURT

ANSWER & COUNTERCLAIM

On October 20, 2022 I was served with a Petition for Ejectment. I requested a hearing. My Answer, which is hereby filed with the New Ellenton Magistrate Court, is as follows:

CHECK ONE:

A. ☒ I contest the jurisdiction of the court based on the following: (use additional pages if necessary) Amount in controversy is above jurisdictional amount, Defendant requests transfer to Common Pleas.

B. ☐ I admit everything in the complaint and do not want a trial.

C. ☐ I admit that I am responsible, but not for the total amount claimed by the Plaintiff(s) because: (use additional pages if necessary) _____

D. ☒ I deny that I am responsible at all because: (use additional pages if necessary) See attached Answer & Counterclaim

You must file this document with the Court within thirty days.

THE DEFENDANT STATES THAT THE INFORMATION CONTAINED IN THIS ANSWER IS TRUE AND CORRECT TO THE BEST OF HIS KNOWLEDGE.

Dated: 10/28/2022

Blair
Signature of Defendant (or his attorney)

KEEP A COPY OF THIS ANSWER AND BRING IT TO COURT

STATE OF SOUTH CAROLINA	)	IN THE MAGISTRATE'S COURT
	)	
COUNTY OF AIKEN	)	CIVIL ACTION: 2022CV0210900512
	)	
William T. Hurley, Jr., as Trustee	)	
of the Aiken Property Trust,	)	
	)	
Plaintiff,	)	ANSWER & COUNTERCLAIM
	)	
vs.	)	(Jury Trial Demanded)
	)	
Linda Donovan, a/k/a Linda J. Donovan,	)	
	)	
Defendant.	)	
_____	)	

NOW COMES DEFENDANT, Linda Donovan, a/k/a Linda J. Donovan, by and through counsel, and in Answer & Counterclaim to Plaintiff's Petition, would show unto this Honorable Court as follows:

FOR A FIRST DEFENSE

1. Each and every allegation of Plaintiff's Petition not specifically admitted is denied.
2. As to the allegations of paragraph 1, Defendant denies the allegations as written and would show that William T. Hurley, Jr. holds property in Trust for Defendant's husband and that Defendant has an interest in all trust assets.
3. Defendant admits the allegations of paragraph 2.
4. As to the allegations of paragraph 3, Defendant would show that she does occupy the subject property as her primary residence and that it is the marital residence of Defendant and her husband, who is sole beneficiary of the Aiken Property Trust.
5. As to the allegations of paragraph 4 of the Petition, Defendant would show that no rent is due Plaintiff, and Plaintiff's consent is not necessary for Defendant's occupancy. Defendant agrees there is not a landlord-tenant relationship.

6. Defendant denies the allegations of paragraph 6 of the Petition, and would show that Plaintiff is not entitled to relief prayed for in the Petition, or any relief whatsoever.

FOR A SECOND DEFENSE

(Rule 12(b)(6))

7. Defendant moves for dismissal of the Plaintiff's Petition pursuant to Rule 12(b)(6) of the South Carolina Rules of Civil Procedure, as Plaintiff fails to state facts sufficient to allege a cause of action against Defendant.

FOR A THIRD DEFENSE

(Doctrine of Estoppel and Waiver)

8. Plaintiff's claims may be barred by the doctrines of estoppel and waiver.

FOR A FOURTH DEENSE

(Statute of Limitations, Laches)

9. This action is barred by the applicable statute of limitations since it was not commenced within the statutory period of time. Further, Plaintiff's claims are barred by the doctrine of Laches.

FOR A FIFTH DEFENSE

(Statute of Frauds)

10. Plaintiff's claims are barred in whole or in part by the Statute of Frauds.

FOR A SIXTH DEFENSE

(Unclean Hands)

11. Plaintiff's claims against Defendant are barred by Plaintiff's unclean hands, to be proven by Plaintiff's actions and conduct.

FOR A SEVENTH DEFENSE

(Lack of Civil Jurisdiction in Magistrate's Court)

12. Plaintiff's Petition and Defendant's Counterclaim seek damages in excess of the current civil jurisdiction of the magistrate court, and does not fall with any jurisdictional exception

found in SC Code Section 22-3-10. Therefore, pursuant to S.C. Code Section 22-3-30, this case should be transferred to the Court of Common Pleas in Aiken County.

FOR AN EIGHTH DEFENSE

(Reservation of additional Defenses)

13. Defendant reserves any additional and further defenses as may be revealed by additional information through the course of discovery and investigation in a manner that is consistent with the South Carolina Rules of Civil Procedure.

FOR A NINTH DEFENSE AND BY WAY OF

COUNTERCLAIM AGAINST PLAINTIFF

(Breach of Duty/Fiduciary Duty)

14. Defendant is a citizen and resident of Aiken County, South Carolina.

15. Defendant, Linda J. Donovan is married to John J. Donovan, II, a/k/a John J. Donovan Sr. , for approximately 25 years, having been married in the year 1995.

16. Plaintiff, William T. Hurley, Jr. is the Trustee of the Aiken Property Trust U/D January 14, 2015 (hereinafter "Aiken Property Trust"). The Aiken Property Trust holds property which is described on Exhibit A attached hereto, and Defendant is unaware what other property is held in the Aiken Property Trust. A copy of the Aiken Property Trust is attached hereto and incorporated herein as Exhibit B.

17. This Court has personal jurisdiction and subject matter jurisdiction. Venue is proper in Aiken County, South Carolina.

18. On or about January 14, 2015, the Aiken Property Trust was deeded property as described on Exhibit A, for the sum of \$1,500,000.00. The closing took place at the office of Rudnick and Rudnick in Aiken, South Carolina.

19. Defendant Linda J. Donovan personally contributed funds for the purchase as shown by the letter of Rudnick & Rudnick dated January 19, 2015, a copy of which is attached hereto and incorporated herein as Exhibit C.

20. In addition, the Bank of America wire transfer advice documents show that Defendant, Linda J. Donovan, wired \$19,974.24 for the purchase of the subject property from her own funds. The Bank of America wire transfer advice documents indicate that John Joseph Donovan, Defendant's husband, wired \$8,000.00 for the purchase of the subject property. In addition, Trust One JJD, of whom John J. Donovan, Sr. a/k/a John J. Donovan, II, was the sole beneficiary, wired \$1,282,953.49 for the purchase of the subject property. A true and correct copy of the redacted Bank of America wire transfer advice documents are attached as Exhibit D. Trust ONE JJD is the sole beneficiary of the Aiken Property Trust. A copy of Trust ONE JJD is attached hereto and incorporated herein by reference as Exhibit E.

21. Defendant Linda J. Donovan has expended well over \$200,000.00 in making improvements to the subject property, including renovations, building of structures and other improvements. Defendant Linda J. Donovan has also expended her time and effort in maintaining the subject property since 2015.

22. Upon information and belief, Plaintiff William T. Hurley, Jr. is an attorney and certified public accountant, and has been the sole trustee of the Aiken Property Trust since its formation in 2015.

23. At all times relevant, Plaintiff knew that the subject property was purchased for the benefit of Defendant and Defendant's husband.

24. At all times relevant, Plaintiff knew or should have known that Defendant has a beneficial interest in the Aiken Property Trust and other assets, due to the 25 year marriage between Defendant and Defendant's husband. The subject property is marital property.

25. Defendant and Defendant's husband, reposed special confidence in Plaintiff, and Plaintiff performed numerous services in relation to the Aiken Property Trust and other matters.

26. Plaintiff is an accountant or certified public accountant in one or more states, and provided financial services to Defendant, and used his knowledge of financial dealings to structure dealings between Plaintiff and Defendant.

27. At all relevant times hereto, Plaintiff owed Defendant Linda J. Donovan a duty of due care and also Defendant's husband.

28. Plaintiff accepted or induced the confidence placed in him by Defendant and Defendant's husband. A fiduciary relationship existed between Plaintiff and Defendant, and Defendant's husband. Plaintiff owed Defendant all fiduciary duties under the law.

29. Plaintiff has breached the duties and/or fiduciary duties owed to Defendant in numerous respects, including, but not limited to a breach of loyalty, honesty, due care, duty to account, failure to safeguard the assets of the Aiken Property Trust and Trust One JJD, and others to be more particularly proven at trial. Plaintiff failed to properly administer the Aiken Property Trust, which has caused substantial damage to Defendant. Plaintiff had numerous conflicts of interest with others which has affected his treatment of Defendant and Defendant's husband.

30. As a direct and proximate result of Plaintiff's breaches of duty and fiduciary duties Defendant has suffered actual damages, special and consequential damages. Plaintiff's conduct was wilful and wanton.

31. Defendant is informed and believes she is entitled to judgment against Defendant for all actual, consequential, and special damages, prejudgment interest, attorney's fees and costs and an award of punitive damages based on Plaintiff's conduct, in amounts to be proven at trial.

FOR A TENTH DEFENSE AND BY WAY OF

COUNTERCLAIM AGAINST PLAINTIFF

(UNJUST ENRICHMENT)

32. Defendant realleges paragraphs 14 through 31 above as if repeated verbatim herein.

33. By obtaining the assets of Defendant to which Plaintiff was not entitled, Plaintiff has been unjustly enriched. Plaintiff has and continues to attempt to strip Defendant of her

interest in the subject property, and possibly others, knowing fully that Defendant has invested her own money in the property, Defendant's marital assets of which Plaintiff is aware, and Defendant's husband assets.

34. Plaintiff is attempting to strip Defendant of her interests in the subject property for either himself or other parties.

35. Plaintiff's retention of the assets of Defendant violates fundamental principles of justice, equity, and good conscience, and Plaintiff is therefore liable to account for, disgorge, and return those assets, or the proceeds therefrom, to Defendant.

FOR AN ELEVENTH DEFENSE AND
BY WAY OF COUNTERCLAIM AGAINST PLAINTIFF
(CONSTRUCTIVE OR RESULTING TRUST)

36. Defendant realleges paragraphs 14 through 35 as if repeated verbatim herein.

37. Plaintiff was conveyed the subject property in Aiken, South Carolina, partially with consideration paid by Defendant, Defendant's husband, and also proceeds from Trust One JJD, of which Defendant's husband is the sole beneficiary.

38. Defendant intended a benefit to herself in transferring her funds for the purchase of the subject property in Aiken, South Carolina. The subject property is subject to Defendant's beneficial interest and is marital property of Defendant and Defendant's husband.

39. Under the circumstances as alleged above, including but not limited to the bad faith, abuse of confidence, violations of fiduciary duties, acts and omissions, and other duties breached by Plaintiff, it would be inequitable that Plaintiff retain the subject property or any proceeds therefrom for either himself or others.

40. Defendant is informed and believes the court should equitably impose a Constructive or Resulting Trust on the subject property described on Exhibit A in favor of Defendant. In addition, any proceeds received from the sale of the subject property should first

be paid to Defendant in payment of her contributions, beneficial interest, and marital interest, and for other reasons to be more particularly proven at trial.

WHEREFORE, Defendant prays that the Plaintiff's Petition and Defendant's Answer & Counterclaim be transferred to the Aiken County Court of Common Pleas, whereafter Defendant prays that Plaintiff's Petition be dismissed with prejudice; for judgment against Plaintiff for all actual, special, consequential, and incidental damages suffered by Defendant, an award of punitive damages, plus prejudgment interest and attorney's fees and costs; for an Order imposing a Constructive or Resulting Trust as described above, for an accounting of all assets received or expended by the Plaintiff since the Aiken Property Trust's formation, and for such other and further relief that the Court deems just and proper.

Smith, Massey, Brodie, Guynn & Mayes, LLC

s/Brad A. Brodie

Brad A. Brodie

S.C.No. 8632

210 Colony Parkway, SE

Aiken, SC 29803

T: 803-643-4110

F: 803-643-8140

brodielawfirm@gmail.com

Attorneys for Defendant

Linda J. Donovan

October 28, 2022.

STATE OF SOUTH CAROLINA

COUNTY OF AIKEN

William T. Hurley, Jr., as Trustee
of the Aiken Property Trust,

Plaintiff,

vs.

Linda Donovan, a/k/a Linda J. Donovan,

Defendant.

IN THE MAGISTRATE'S COURT

CIVIL ACTION: 2022CV0210900512

CERTIFICATE OF SERVICE

I hereby certify that on October 28, 2022 I served a copy of the Answer & Counterclaim of Defendant Linda Donovan a/k/a Linda J. Donovan in the above styled case, by placing said copy in a postage paid envelope addressed to each of the following persons at the address stated below, and by depositing said envelope and contents in the U.S. Mail and by email to the email address listed below.

Matthew L. Jepertinger
Callison Tighe & Robinson, LLC
P.O. Box 1390
Columbia, SC 29202
mattjepertinger@callisontighe.com

Smith, Massey, Brodie, Guynn & Mayes, LLC

s/Brad A. Brodie
Brad A. Brodie
S.C.No. 8632
210 Colony Parkway, SE
Aiken, SC 29803
T: 803-643-4110
F: 803-643-8140
brodielawfirm@gmail.com

Attorneys for Defendant

October 28, 2022



DEED
RECORDING FEES \$10.00
STATE TAX \$2710.50
COUNTY TAX \$1146.75
PRESENTED & RECORDED
01-16-2015 08:30 AM
JUDITH WARNER
REGISTER OF MEBANE CONVEYANCE
AIKEN COUNTY, SC
BY: MARILYN SEIGLER DEPUTY
BK: RB 4536
PG: 786 - 789

This being the same property conveyed to H 'n D Stables, Inc. by deed of DeBonte Family Limited Partnership dated July 20, 1998, recorded July 21, 1998, in Title Book 1795 at Page 127, records of Aiken County, South Carolina. Thereafter, H 'n D Stables, Inc. filed Articles of

Amendment with the South Carolina Secretary of State (a copy of which are attached hereto and incorporated herein as Exhibit A) converting said entity to H 'n D Stables, LLC.

Tax Parcel No. 139-19-01-002

Grantee's Address: Trust One JDD
William T. Hurley, Trustee
c/o Verdolino and Lowery PC
124 Washington Street
Foxborough, MA 02035

This conveyance is made subject to Easements, Restrictions, Covenants, and Conditions as set forth on Exhibit B attached hereto and incorporated herein.

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining thereto,

TO HAVE AND TO HOLD, all and singular the premises before mentioned unto the said Grantee, his heirs, successors and assigns forever, and the Grantor does hereby bind itself and its successors and assigns, to warrant and forever defend all and singular the said premises unto the said Grantee, his heirs and assigns, against Grantor and its successors and assigns and none other.

[Signatures Commence on Next Page]

WITNESS the Hand and Seal of the Grantor this 14 day of January, 2015.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

H 'n D Stables, LLC, a South Carolina limited
liability company (successor to H 'n D Stables, Inc.)
By: The R. Bruce Duchossois Revocable Trust u/a/d
12/13/1989

Its: Sole Member

By: Thomas A. Smith (LS)
Thomas A. Smith, not individually, but solely as
Co-Trustee of the R. Bruce Duchossois
Revocable Trust u/a/d 12/13/1989

Rosemarie Vincent
Witness

Christine Murray
Notary Public

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

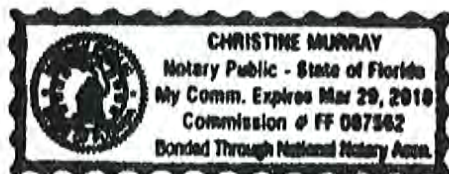
PERSONALLY appeared before me the undersigned witness and made oath that s/he saw
the within named Thomas A. Smith, as Co-Trustee of The R. Bruce Duchossois Revocable Trust
u/a/d 12/13/1989, as sole member of H 'n D Stables, LLC, sign, seal and as Grantor's act and
deed, deliver the within-written Deed for the uses and purposes therein mentioned and that s/he,
with the other witness whose signature appears above witnessed the execution thereof.

SWORN to before me this
14 day of JANUARY, 2015.

Christine Murray
Notary Public for STATE OF FLORIDA
My Commission Expires: 3/29/2018

Rosemarie Vincent
Witness

[NOTARY SEAL]



After recording return to Morris Rudnick, Esquire

EXHIBIT B
PERMITTED EXCEPTIONS

1. Rights or claims of parties in possession not shown by the Public Records.
2. Any encroachment, encumbrance, violation or adverse circumstances affecting the Title that would be disclosed by an accurate and complete survey of the Land.
3. Easements, or claims of easement, not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor or material heretofore furnished, imposed by law and not shown by the Public Records.
5. Taxes and assessments for the year 2015, and subsequent years, which are a lien but are not yet due and payable.
6. Any taxes assessed under the rollback provision of Section 12-43-220(D-4) South Carolina Code of Laws 1976, as amended.

2015001023

DEED

RECORDING FEES

\$10.00

STATE TAX

\$1189.50

COUNTY TAX

\$503.25

PRESENTED & RECORDED

01-16-2015 08:30 AM

JUDITH WARNER

REGISTER OF MORTGAGE CONVEYANCE

AIKEN COUNTY, SC

BY: MARILYN SEIGLER DEPUTY

BK: RB 4536

PG: 790 - 793

STATE OF SOUTH CAROLINA)
)
 COUNTY OF AIKEN) LIMITED WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That H 'N D STABLES, LLC, a South Carolina limited liability company (successor to H 'n D Stables, Inc.), (hereinafter called "Grantor"), for and in consideration of the sum of FOUR HUNDRED FIFTY-SEVEN THOUSAND FIVE HUNDRED AND NO/100 Dollars (\$457,500.00), to it in hand paid at and before the sealing of these presents by WILLIAM T. HURLEY, JR. TRUSTEE OF AIKEN PROPERTY TRUST U/D JANUARY 14, 2015 (hereinafter called "Grantee"), the receipt of which is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto Grantee, his heirs, successors and assigns, the following described real estate, to wit:

All that certain piece, parcel or tract of land, together with improvements thereon, situate, lying and being in Southeast of the City of Aiken, in the County of Aiken, State of South Carolina, West of and adjoining Banks Mill Road (S.C. Highway No. S-2-79), containing 36.68 acres, more or less, as shown and designated upon a plat prepared for Ira E. Coward, et. al, by Southern Partners, Inc. dated December 30, 2004, and recorded February 14, 2005, in the Office of the RMC of Aiken County, South Carolina, in Plat Book 49 at Page 9-2. Reference is hereby made to said plat for a more complete and accurate description of said property as to metes, bounds and location.

This being the same property conveyed to H n' D Stables, Inc. by deed of Ira E. Coward, II, William L. Coward and Edgar A. Coward dated April 18, 2005, recorded May 12, 2005, in Title Book 2512 at Page 200, records of Aiken County, South Carolina. Thereafter, H 'n D Stables,

Inc. filed Articles of Amendment with the South Carolina Secretary of State (a copy of which are attached hereto and incorporated herein as Exhibit A) converting said entity to H 'n D Stables, LLC.

Tax Parcel No. 140-08-04-001

Grantee's Address: Trust One JDD
William T. Hurley, Trustee
c/o Verdolino and Lowery PC
124 Washington Street
Foxborough, MA 02035

This conveyance is made subject to Easements, Restrictions, Covenants, and Conditions as set forth on Exhibit B attached hereto and incorporated herein.

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining thereto,

TO HAVE AND TO HOLD, all and singular the premises before mentioned unto the said Grantee, his heirs, successors and assigns forever, and the Grantor does hereby bind itself and its successors and assigns, to warrant and forever defend all and singular the said premises unto the said Grantee, his heirs and assigns, against Grantor and its successors and assigns and none other.

[Signatures Commence on Next Page]

WITNESS the Hand and Seal of the Grantor this 14 day of January, 2015.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

H 'n D Stables, LLC, a South Carolina limited
liability company (successor to H 'n D Stables, Inc.)
By: The R. Bruce Duchossois Revocable Trust u/a/d
12/13/1989
Its: Sole Member

By: Thomas A. Smith (LS)
Thomas A. Smith, not individually, but solely as
Co-Trustee of the R. Bruce Duchossois
Revocable Trust u/a/d 12/13/1989

Rosemarie Vincent
Witness

Christine Murray
Notary Public

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

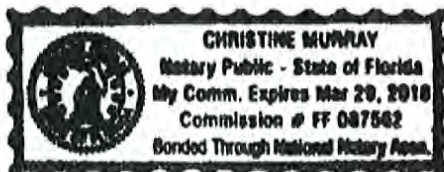
PERSONALLY appeared before me the undersigned witness and made oath that s/he saw
the within named Thomas A. Smith, as Co-Trustee of The R. Bruce Duchossois Revocable Trust
u/a/d 12/13/1989, as sole member of H 'n D Stables, LLC, sign, seal and as Grantor's act and
deed, deliver the within-written Deed for the uses and purposes therein mentioned and that s/he,
with the other witness whose signature appears above witnessed the execution thereof.

SWORN to before me this
14 day of JANUARY, 2015.

Christine Murray
Notary Public for STATE OF FLORIDA
My Commission Expires: 3/29/2018

Rosemarie Vincent
Witness

[NOTARY SEAL]



After recording return to Morris Rudnick, Esquire

EXHIBIT B
PERMITTED EXCEPTIONS

1. Rights or claims of parties in possession not shown by the Public Records.
2. Any encroachment, encumbrance, violation or adverse circumstances affecting the Title that would be disclosed by an accurate and complete survey of the Land.
3. Easements, or claims of easement, not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor or material heretofore furnished, imposed by law and not shown by the Public Records.
5. Taxes and assessments for the year 2015, and subsequent years, which are a lien but are not yet due and payable.
6. Restrictive covenants and easements contained therein appearing of record in Deed Book 2512, page 200, Public Records of Aiken County, South Carolina.
7. Any taxes assessed under the rollback provision of Section 12-43-220(D-4) South Carolina Code of Laws 1976, as amended.

DECLARATION OF TRUST
ESTABLISHING
AIKEN PROPERTY TRUST



I, William T. Hurley, Jr. JD CPA, of Verdolino & Lowey, Foxborough, Massachusetts (the "Trustee"), hereby declare that Ten Dollars (\$10.00) is held in trust hereunder and any and all additional property and interest in property, real and personal, that may be acquired hereunder (the "Trust Estate") shall be held in trust, for the sole benefit of the individuals or entities listed in the Schedule of Beneficiaries in the proportions stated in said Schedule, which Schedule has this day been executed by the Beneficiaries and filed with the Trustee with receipt acknowledged by at least one Trustee (hereafter, as it may be amended, "Schedule of Beneficiaries").

SECTION ONE

Name and Purpose

1.1 This Trust shall be known as the **Aiken Property Trust** and is intended to be a nominee trust, so-called, for federal and state income tax purposes and to hold the record legal title to the Trust Estate and such functions as are necessarily incidental thereto.

SECTION TWO

Trustees

2.1 In the event there are two Trustees at any time, both trustees shall be required to execute any and all instruments and certificates necessary to carry out the provisions of the trust. In the event there are more than two Trustees at any time, any two trustees, except as otherwise provided in Paragraph 7.2, may execute such instruments and certificates necessary to carry out the provisions of the Trust.

2.2 No Trustee shall be required to furnish bond. No Trustee hereunder shall be liable for any action taken at the direction of the Beneficiaries, nor for any error of judgment nor for any loss arising out of any acts or omissions in the execution of the Trust so long as acting in good faith, but shall be responsible only for his or her own willful breach of trust. No license of court shall be requisite to the validity of any transaction entered into by the Trustees. No purchaser, transferee, pledgee, mortgagee or other lender shall be under any liability to see the application of the purchase money or of any money or property loaned or delivered to any Trustee or to see that the terms and conditions of this Trust have been complied with. Every agreement, lease, deed, mortgage, note or other instrument or document executed or action taken by the person or persons appearing from the records of the Registry of Deeds to be Trustees, as required in Paragraph 2.1, shall be conclusive evidence in favor of every person relying thereon or claiming thereunder that at the time of the delivery thereof or of the taking of such action this Trust was in full force and effect, that the execution and delivery thereof or taking of such action was duly authorized, empowered and directed by the Beneficiaries, and that such instrument or document or action is valid, binding, effective and

legally enforceable.

2.3 Any person dealing with the Trust Estate or the Trustees may always rely without further inquiry on a certificate signed by the person or persons appearing from the records of the Registry of Deeds to be Trustees, as required in paragraph 2.1, as to who are the Trustees or the Beneficiaries hereunder or as to the authority of the Trustees to act or as to the existence or nonexistence of any fact or facts which constitute conditions precedent to action by the Trustees or which are in any other manner germane to the affairs of the Trust. Execution, delivery or recording of such certificate shall not be a condition precedent to the validity of any transaction of the Trust.

SECTION THREE

Beneficiaries

3.1 The term "Beneficiaries" shall mean the persons and entities listed as Beneficiaries in the Schedule of Beneficiaries and in such revised Schedules of Beneficiaries, from time to time hereafter executed and delivered as provided above and the respective interests of the Beneficiaries shall be as therein stated.

3.2 Decisions made and action taken hereunder (including without limitation, amendment and termination of this Trust; appointment and removal of a Trustee; directions and notices to Trustee(s); and execution of documents) shall be made or taken, as the case may be, by all of the Beneficiaries.

3.3 Any Trustee may without impropriety become a Beneficiary hereunder and exercise all rights of a Beneficiary with the same effect as though he or she or it were not a Trustee. The parties hereunder recognize that if a sole Trustee and a sole Beneficiary are one and the same person, legal and equitable title hereunder shall merge as a matter of law.

SECTION FOUR

Powers of Trustees

4.1 The Trustees shall hold the principal of this Trust and receive the income therefrom for the benefit of the Beneficiaries, and shall pay over the principal and income pursuant to the direction of all of the Beneficiaries and without such direction shall pay the income to the Beneficiaries in proportion to their respective interests.

4.2 Except as hereinafter provided in case of termination of this Trust, the Trustees shall have no power to deal in or with the Trust Estate except as directed by all of the Beneficiaries. When, as, if and to the extent specifically directed by all of the Beneficiaries, the Trustee shall have the following powers:

- 4.2.1 to buy, sell, convey, assign, mortgage or otherwise dispose of all or any part of the Trust Estate and as landlord or tenant execute and deliver leases and subleases;
- 4.2.2 to execute and deliver notes for borrowing for the Beneficiaries;
- 4.2.3 to grant easements or acquire rights or easements and enter into agreements and arrangements with respect to the Trust Estate;
- 4.2.4 to endorse and deposit checks in an account for the benefit of the Beneficiaries;

Any and all instruments executed pursuant to such direction may create obligations extending over any periods of time, including periods extending beyond the date of any possible termination of the Trust. A direction to the Trustees by the Beneficiaries may be by a Durable Power of Attorney.

4.3 Notwithstanding any provisions contained herein, no Trustee shall be required to take any action which will, in the opinion of such Trustee, involve the Trustee in any personal liability unless first satisfactorily indemnified.

4.4 All persons extending credit to, contracting with or having any claims against the Trustees shall look only to the funds and property of this Trust for payment of any contract, or claim or for the payment of any debt, damage, judgment, or decree, or for any money that may otherwise become due or payable to them from the Trustee, so that neither the Trustees nor the Beneficiaries shall be personally liable therefore. If any Trustee shall at any time for any reason (other than for willful breach of trust) be held to be under any personal liability as such Trustee, then such Trustee shall be held harmless and indemnified by the Beneficiaries, jointly and severally, against all loss, costs, damage, or expense by reason of such liability.

SECTION FIVE

Termination

5.1 This Trust may be terminated at any time by notice in writing from all of the Beneficiaries, provided that such termination shall be effective only when a certificate thereof signed by the Trustees shall be recorded with the Registry of Deeds. Notwithstanding any other provision of this Declaration of Trust, and consistent with the intention of the undersigned that this Trust not violate the Rule Against Perpetuities, this Trust shall terminate in the event TWENTY (20) years from the date of the death of the last surviving Trustee of the original Trustees named in this instrument.

5.2 In the case of any termination of the Trust, the Trustees shall transfer and convey the specific assets constituting the Trust Estate, subject to any leases, mortgages, contracts or other encumbrances on the Trust Estate, to the Beneficiaries as tenants in common in proportion to their

respective interests hereunder, or as otherwise directed by all of the Beneficiaries, provided, however, the Trustees may retain such portion thereof as in their opinion necessary to discharge any expense or liability, determined or contingent, of the Trust.

SECTION SIX

Amendments

6.1 This Declaration of Trust may be amended from time to time by an instrument in writing signed by all of the Beneficiaries and delivered to the Trustees, provided in each case that the amendment shall not become effective until the instrument of amendment or a certificate setting forth the terms of such amendment, signed by all Trustees, is recorded with the Registry of Deeds.

SECTION SEVEN

Resignation and Successor Trustee

7.1 Any Trustee hereunder may resign at any time by an instrument in writing and acknowledged by such Trustee and delivered to all remaining Trustees and to each Beneficiary. Such resignation shall take effect on the later of the dates specified therein or upon the date of the recording of such instrument with the Registry of Deeds.

7.2 Succeeding or additional Trustees may be appointed or any Trustee may be removed by an instrument or instruments in writing signed by all of the Beneficiaries, provided in each case that a certificate signed by any Trustee naming the Trustee or Trustees appointed or removed and, in the case of an appointment, the acceptance in writing by the Trustee or Trustees appointed, shall be recorded in the Registry of Deeds. Upon the recording of such instrument, the legal title to the Trust Estate shall, without the necessity of any conveyance, be vested in said succeeding or additional Trustee or Trustees, with all the rights, powers, authority and privileges as if named as an original Trustee hereunder.

7.3 In the event that there is no Trustee, either through the death or resignation of a sole Trustee without prior appointment of a successor Trustee or for any other cause, a person purporting to be a successor Trustee hereunder may record in the Registry of Deeds an affidavit, under pains and penalties of perjury, stating he or she has been appointed by all of the Beneficiaries a successor Trustee. Such affidavit when recorded together with an attorney's certificate under M.G.L. c. 183 Section 5B, stating that such attorney has knowledge of the affairs of the Trust and that the person signing the affidavit has been appointed a Trustee by all of the Beneficiaries, shall have the same force and effect as if the certificate of a Trustee or Trustees required or permitted hereunder had been recorded and persons dealing with the Trust or Trust Estate may always rely without further inquiry upon such an affidavit as so executed and recorded as to the matters stated herein.

SECTION EIGHT

Governing Law

8.1 This Declaration of Trust shall be construed in accordance with the laws of the Commonwealth of Massachusetts.

SECTION NINE

Registry of Deeds

9.1 The term "Registry of Deeds" shall mean the Registry of Deeds or Registry District of the Land Court for the district in which any real estate included in the Trust Estate is located.

Executed as a sealed instrument this 14th day of January, 2015.

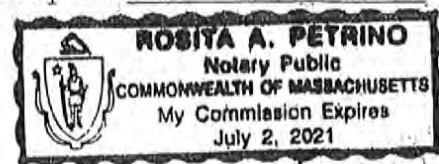
William T. Hurley, Jr., Trustee
William T. Hurley, Jr., JD CPA, Trustee

COMMONWEALTH OF MASSACHUSETTS

NORFOLK, ss.

On this 14th day of January, 2015, before me, the undersigned notary public, personally appeared William T. Hurley, Jr., JD CPA, as **aforesaid**, proved to me through satisfactory evidence of identification, which was ☐ photographic identification with signature issued by a federal or state governmental agency, ☐ oath or affirmation of a credible witness, or ☒ personal knowledge of the undersigned, and acknowledged to me that he signed it voluntarily for its stated purpose.

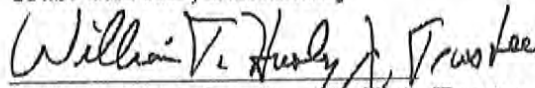
Rosita A. Petrino
Notary Public
My Comm. Expires: _____



SCHEDULE OF BENEFICIARIES OF THE AIKEN PROPERTY TRUST

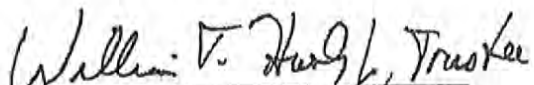
The Beneficiary of the Aiken Property Trust is Trust One JJD, whose sole beneficiary is John J. Donovan, II.

Trust One JJD, Beneficiary


William T. Hurley, Jr., JD CPA, Trustee

Acknowledged:

Aiken Property Trust


William T. Hurley, Jr., JD CPA, Trustee

Dated: January 14, 2015

Rudnick & Rudnick
Attorneys at Law
Post Office Box 544 (29802)
135 Pendleton Street NW (29801)
Aiken, SC



Telephone (803) 648-2565
Fax (803) 648-6705

January 19, 2015

Mr. William T. Hurley, Jr.
Attorney at Law
124 Washington Street
Foxborough, MA 02035

Re: 3320 Banks Millll Road, Aiken, SC

Dear Bill:

In connection with the above-referenced matter, I enclose herewith a check for \$2,173.84 which represents the amount of the wire overage concerning the above property. As you know, Linda Donovan was to make up any shortage in the wire concerning the purchase of the property. Because I did not know the exact amount of the wire until approximately 4:00 PM of the closing day, I was not able to adjust the Settlement Statement. If I could have adjusted the Settlement Statement, I would have reduced the amount Linda contributed by the amount of the enclosed check. I hope that you will consider forwarding this amount to Linda. She questioned why she was not receiving any overage and I explained that the wire came from the Trust and I was obligated to send any overage to you as Trustee.

I would like to thank you for your help and guidance in this matter. I will forward the recorded deeds and title policies in the near future.

With kind regards, I am

Sincerely yours,

A handwritten signature in black ink, appearing to be "Morris Rudnick", written over a horizontal line.

RUDNICK & RUDNICK
By: Morris Rudnick

Encls.

Bank of America



PAGE 1 OF 1



BANK OF AMERICA, N.A.
WIRE TRANSFER ADVICE
1 FLEET WAY
SCRANTON, PA PA6-580-04-05
18507

WX 0000 569 008565 #001 SP 0.406

RUDNICK & RUDNICK ATTYS
TRUST ACCT
PO BOX 544
AIKEN, SC

29802-0544

DATE: 01/14/15
DIRECT INQUIRIES TO:
800.729.9473 OPTION 2

THE FOLLOWING WIRE WAS CREDITED TODAY:

USD AMOUNT \$8,000.00

TRANSACTION REF: [REDACTED]
SENDER'S REF: [REDACTED]
IMAD: [REDACTED]
ORIGINATOR: JOHN JOSEPH DONOVAN
SENDING BANK: PEOPLE'S UNITED BANK
BENEFICIARY: RUDNICK & RUDNICK TRUST ACCOUNT

SERVICE REF: 000675

ID: 6500404204
ID: 221172186
ID: [REDACTED]

PAYMENT DETAIL: PURPOSE - PARTIAL PAYMENT OF PROPERTY

THE FOLLOWING WIRE WAS CREDITED TODAY:

USD AMOUNT \$19,974.24

TRANSACTION REF: [REDACTED]
SENDER'S REF: [REDACTED]
ORIGINATOR: LINDA J DONOVAN
INSTRUCTING BANK: BANK OF AMERICA NA - MMM

ID: [REDACTED]
ID: MMML

PAYMENT DETAIL: Linda Donovan

BANK OF AMERICA, N.A.
WIRE TRANSFER ADVICE
1 FLEET WAY
SCRANTON, PA PA6-580-04-05
18507



WX 0000 755 008944 #001 SP 0.406
RUDNICK & RUDNICK ATTYS
TRUST ACCT
PO BOX 544
AIKEN, SC 29802-0544

DATE: 01/15/15
DIRECT INQUIRIES TO:
800.729.9473 OPTION 2

THE FOLLOWING WIRE WAS CREDITED TODAY:

USD AMOUNT \$1,282,953.49

TRANSACTION REF: [REDACTED]
SENDER'S REF: [REDACTED]
IMAD: [REDACTED]
ORIGINATOR: TRUST ONE JJD
SENDING BANK: SANTANDER BANK, N.A.
BENEFICIARY: RUDNICK & RUDNICK TRUST ACCOUNT

SERVICE REF: 001011
RELATED REF: N611130 NONE

[REDACTED]
[REDACTED]
[REDACTED]

TRUST AGREEMENT



John J. Donovan, Jr. of Manchester, Massachusetts, in his capacity as trustee (hereinafter with its successors in trust called the "Trustee") hereby declares and covenants that the Trustee has received the property described in Schedule A, in trust, and it will hold, manage, invest and reinvest the same, together with any other property hereafter purchased by, owned by, conveyed, assigned or transferred to the Trustee, as Trustee hereunder, or added to the Trust by gift or will, and accepted by the Trustee, and any other property however acquired by the Trustee hereunder, and, after paying or making provision for all proper expenses of administration, will dispose of the income and principal upon the trusts and subject to the terms, provisions and conditions hereinafter set forth. Such property shall be held in trust for the sole benefit of John J. Donovan.

ARTICLE FIRST

NAME AND NATURE OF TRUST

1.1 Name. This Declaration of Trust may be referred to as the "Trust One JJD of _____, _____, 20__." This Trust shall be irrevocable and not subject to amendment or alteration except as set forth in Section 1.2.

1.2 Trustee's Power to Amend. The Trustee may amend this Declaration of Trust if it is determined that such amendment is appropriate (a) to cure ambiguities, inconsistencies or defects in this Declaration of Trust, (b) to enable the Trustee more effectively to carry out a purpose or wish expressed in this Declaration of Trust, or (c) for the more convenient or efficient administration of any trust hereunder. Any such amendment shall be made by a writing signed by the Trustee and a copy delivered to the then beneficiaries. This power to amend shall be exercisable by the Trustee only in a fiduciary capacity and shall be exercisable (1) upon written approval of the Honorable John S. Martin, Jr., or his successors, (hereinafter, "Justice Martin") until the Transfer Date, as hereinafter defined in section 2.3; or (2) after the Transfer Date, upon consent of the Trustee.

ARTICLE SECOND
DISPOSITION OF TRUST PROPERTY

2.1 Disposition of Income and Principal. The Trustee shall hold, manage, invest and reinvest the Trust assets and shall collect the income, if any, therefrom and shall dispose of the net income and principal as follows:

From the date of this Trust to the Transfer Date, so much of the net income of the Trust, as the Trustee deems advisable, shall be paid to or applied for the payment of real estate taxes and municipal assessments due and owing for any real property owned by the Trust. After the payment of real estate taxes and municipal assessments, and at the sole discretion of the Trustee, interest income may be paid to or applied for the benefit of the beneficiaries. Any income not so paid or applied may be added to principal or may be held for later payment to or application for each beneficiary, or addition to principal, as the Trustee determines in its sole discretion. From the date hereof to the Transfer Date, the Trustee shall invest any and all cash assets of the Trust in U.S. Government Bonds, unless authorized otherwise by Justice Martin. The Trustee shall not make any distributions of Trust principal to any beneficiary from the date hereof to the Transfer Date. The interests of any and all beneficiaries shall not and may not be transferred, pledged, assigned or sold until the Transfer Date, and thereafter only upon the written consent of the Trustee, which shall be in the Trustee's sole and exclusive discretion.

After the Transfer Date, The Trustee shall hold, manage, invest and reinvest the Trust assets and shall collect the income, if any, therefrom and shall dispose of the net income and principal as it determines, in its sole discretion.

2.2 Disposition of Real Property. Real property owned by the Trust may be sold, in whole or in part, by the Trustee in its discretion, provided, however, that from the date hereof to the Transfer Date, any such sale must be at fair market value and must have the prior written approval of Justice Martin, or his successor. All proceeds from such sale(s) shall remain in the Trust and shall be invested and may be distributed only as set forth herein. The Trust may

purchase replacement property at fair market value for any property sold, provided however, that from the date hereof to the Transfer Date, any such purchase of replacement property must have the prior written approval of Justice Martin, or his successor.

2.3 Transfer Date. The Transfer Date shall be the earliest of the following to occur: the date of the death of John J. Donovan, Sr.; ten years from the effective date of this Trust; or six years from the effective date of this Trust if, and only if, Justice Martin determines that the Trustee and beneficiaries have acted in good faith with respect to the management of this Trust and compliance with the terms of that certain Final Settlement Agreement of March 26, 2007 between John J. Donovan, Sr., John J. Donovan, Jr., James H. Donovan, Carolyn D. Rosenbaum, Maureen D. Lantz, Rebecca M. Donovan and Linda Donovan, as the same may be amended from time to time (hereinafter, the "FSA"). Upon the Transfer Date, the Trustee shall have the full power, authority and discretion to manage and administer this Trust and its assets, for the benefit of the beneficiaries, as permitted by law and the terms hereof without the requirement of any prior approvals from Justice Martin, or his successor.

2.4 Limitation Trustees' Discretionary Powers. A Trustee may not participate in any exercise of discretionary powers that would discharge a personal legal obligation of that Trustee.

ARTICLE THIRD SUCCESSION OF TRUSTEES

3.1 Change of Trustees. A Trustee may resign at any time, such resignation to be effective when delivered to any co-trustee and/or to the designated independent manager for this Trust. Any vacancy in the office of trustee, whether created by resignation, removal or otherwise, may be filled only by the designated independent manager. The appointed Trustee must be a disinterested party with respect to the Trust assets and any beneficiaries and may not be the designated independent manager. The designated independent manager may remove and/or replace a Trustee at any time and this shall be the designated independent manager's sole power and authority with respect to this Trust, unless specifically stated otherwise herein. The

designated independent manager must be a disinterested party with respect to the Trust Assets and any beneficiaries and may not be the Trustee. The designated independent manager may resign at any time, such resignation to be effective when delivered to any Trustee and to the beneficiaries. The designated independent manager shall name its successor. If there shall be a vacancy in this position and no successor is named, the designated independent manager shall be appointed by a vote of the majority of the then beneficiaries of this Trust.

Any such removal and appointment, and the acceptance by such Trustee, shall be by an instrument in writing signed and acknowledged by each signatory before a notary public, and shall take effect simultaneously as of a date specified in said instrument which is not earlier than thirty days after delivery of a copy of such instrument to the trustee being so removed.

Until the Transfer Date, the independent manager shall be Justice Martin, or his successor. Upon the Transfer Date, Justice Martin, or his successor, shall resign as independent manager, and the next independent manager shall be determined by John J. Donovan, Jr.

3.2 Incapacity of Trustee. If the Trustee shall become incapable of performing the duties of trustee by reason of advanced age or mental or physical incapacity, the determination in writing of such incapacity, if made in good faith and if supported by a certificate to that effect by a physician, shall terminate such trusteeship and shall be binding upon all persons interested.

ARTICLE FOURTH GENERAL ADMINISTRATIVE PROVISIONS

4.1 Income. Except as otherwise provided, all accumulated, accrued and undistributed income of a deceased income beneficiary which has not been paid prior to the death of such person shall be income of the next succeeding estate.

4.2 Accounting. The Trustee hereunder shall from time to time render an

account to each income beneficiary and, if requested, to Justice Martin or his successor; provided, however, that if the Trustee has received notice that a guardian, conservator, executor or other fiduciary has been appointed for an income beneficiary, the account shall be rendered to such fiduciary. "Income beneficiary" shall mean each person who is eligible to receive income from the Trust during the period covered by the account. The assent to such account by a majority of such income beneficiaries and fiduciaries shall fully discharge the Trustee as to all matters included in such account or reflected thereby. The failure of any income beneficiary or fiduciary to object to any account by a writing received by the Trustee within sixty days after the delivery to such person of a copy of the account shall be deemed to be an assent by such person.

4.3 Spendthrift Clause. No person to whom any reversionary, future or expectant interest in this Trust, nor any person entitled to any income from this Trust, shall have power to alienate or dispose of such interest or income by anticipation or to subject the same to such person's debts or liabilities. The interest of a beneficiary in this Trust shall not be subject to be taken by his or her creditors by any process.

4.4 Disclaimers by Beneficiaries. A beneficiary, with the prior written consent of the Trustee, may disclaim all or any part of his or her interest in the Trust, before or after such interest is accepted, and before or after it is vested, for any period of time, by filing an appropriate writing with the Trustee. The Trustee shall not consent to such disclaimer if the Trustee in its discretion believes such disclaimer shall not be informedly made, not in the best interest of the beneficiary, not in accord with the purposes of this Trust, or an attempt to circumvent the provisions hereof prohibiting anticipation and alienation of interests, or if it imposes additional duties on the Trustee which the Trustee does not want to accept.

ARTICLE FIFTH

TRUSTEE PROVISIONS

5.1 Discretionary Powers. Whenever in this Declaration of Trust the Trustee is empowered to make a determination, it shall have absolute discretion in making such determination, unless otherwise specifically provided. The exercise of any discretion by the

Trustee, if made in good faith, shall be conclusive and binding upon all persons interested.

5.2 Disclaimers and Releases by Trustee. The Trustee may at any time disclaim or release any power in whole or in part by an instrument in writing, signed and delivered to any co-trustee or if none, to the designated independent manager. Any disclaimer or release of a power by a Trustee may be upon such conditions as the Trustee specifies. In addition, the Trustee may disclaim any interest in property. A disclaimer or release by a Trustee shall be binding upon the successors to the Trustee unless the Trustee specifies otherwise. Such rights of the Trustee are subject to the prior written approval of Justice Martin until the Transfer Date.

5.3 Certificate by Trustee. A written statement by the Trustee at any time as to facts relative to this Trust may always be relied upon by, and shall always be conclusive evidence in favor of, any transfer agent or other person dealing in good faith with the Trustee in reliance upon such statement.

5.4 Bond. No Trustee shall be required to give bond or furnish surety on any bond required by law.

5.5 Liability of Trustee. No Trustee shall be liable for the acts or omissions of any co-trustee, prior trustee or person administering any estate. Unless requested in writing by a beneficiary, a Trustee shall not be obligated to inquire as to any such acts or omissions or to ascertain that the property transferred to him is the entire Trust property.

5.6 Delegation to Co-Trustee. Whenever there is more than one trustee hereunder, the Trustee may delegate any trustee powers and discretions to a co-trustee for such period or periods of time as the Trustees may agree; provided, however, that any powers or discretions withheld from any Trustee by the terms of this Declaration of Trust may not be delegated to such Trustee under this section.

5.7 Compensation. The Trustee shall be entitled to reasonable compensation,

which may be charged to income only.

5.8 Powers of Trustee. Except as may be specifically provided otherwise in this Declaration of Trust, the Trustee shall have wide discretion in matters of the management of Trust property, and the following enumeration of specific powers is not intended to exclude other powers reasonably incidental to such management. Except where specifically provided otherwise in this Declaration of Trust, the Trustee shall have in addition to those powers conferred by law or otherwise the following powers, privileges and exemptions, which may be exercised and invoked in the Trustee's absolute discretion:

(a) To invest and reinvest the cash assets of this Trust in U.S. Government Bonds, or other investments as may be approved by Justice Martin, prior to the Transfer Date and to invest and reinvest such cash assets of the Trust as the Trustee deems advisable, in its sole discretion, after the Transfer Date.

(b) To manage real property; including but not limited to the authority to sell, transfer or convey such property, to purchase replacement property, to lease such property and to collect and receive rents and income from such property, provided however, that from now until the Transfer Date the Trustee must receive the prior written approval of Justice Martin, or his successor, to sell, transfer or convey such property or purchase replacement property,

(c) To sell any Trust property at public or private sale upon such terms and conditions as the Trustee deems advisable; to exchange or partition all or any part of the property of any trust, real or personal, at any time held, to purchase or exercise any form of option or right to purchase securities or other property; to execute any and all deeds and other instruments necessary or appropriate to accomplish the foregoing, with or without covenants, warranties or representations. From the date hereof to the Transfer Date, no power in this paragraph can be exercised without the prior written approval of Justice Martin, or his successor.

(d) To receive additions to the Trust by gift or will, or otherwise, and to hold and administer the same under the provisions hereof; except that from the date hereof to the

Transfer Date, the trustee may not receive additions to the Trust by gift or will, or otherwise

(e) Pursuant to the terms herein, to make any division or distribution in cash or in kind or in undivided interests in specific property or partly in each, at then current values, without regard to the basis or other income tax attributes of specific property allocated to any beneficiary (including any trust which is a beneficiary).

(f) To make any payment or distribution directly to a beneficiary, who is a minor or who is otherwise incompetent, or to such beneficiary's guardian, conservator or custodian under the Uniform Transfers to Minors Act, or to a relative for such beneficiary's use or any trust then being held for such beneficiary.

(g) To employ accountants, attorneys-at-law and other professionals, and to rely upon their opinions; to employ a trustee or a firm in which a trustee has an interest to perform necessary services for the trust on customary terms.

(h) To determine in accordance with IRS tax rules what shall belong and be chargeable to principal and what shall belong and be chargeable to income; to amortize or not amortize bond premiums in accordance with IRS tax rules; to retain reserves out of income for expenses, taxes and other liabilities; if any trust property is subject to actual depreciation, depletion or obsolescence, to retain or not retain reasonable reserves out of income, irrespective of any change in the market value of such trust property.

(i) To settle, by compromise, arbitration or otherwise, any and all taxes on future interests and any and all other claims and demands in favor of or against or in any way relating to Trust property, upon such terms as the Trustee determines.

(j) To investigate, prevent and remediate violations or possible violations of Federal, state or local law regarding substances posing a hazard to the environment or to human health which may be applicable to any property held by the Trustee; to undertake such actions prior to the formal enforcement of such laws by any Federal, state or local agency against Trust

property; to charge all expenses associated with any such investigation, prevention or remediation, including the fees of consultants and counsel, against the income or principal of this Trust.

(k) To retain in the form received any property or undivided interests in property donated to or otherwise acquired as a part of the Trust estate, including residential property, and to exchange any such property for other properties and to retain such properties in exchange.

(l) To borrow money and to encumber, mortgage or pledge any asset of the Trust estate upon such terms and conditions as the Trustee deems advisable to carry out the intent of this Trust; except that from the date hereof to the Transfer Date, the Trustee may not encumber, mortgage or pledge any asset of the Trust estate

(m) To make ordinary or extraordinary repairs or alterations to the buildings or structures on any real property of the Trust, out of income.

(n) To compromise, adjust, arbitrate, sue on or defend, abandon or otherwise deal with and settle claims in favor of or against the Trust estate as the Trustee deems advisable, in its sole discretion. Except that from the date hereof to the Transfer Date the Trustee will not use any asset of the Trust estate to pay for the compromise, adjustment, arbitration, law suit or defense, abandonment or settlement of claims in favor of or against the Trust estate or John Donovan without the prior written approval of Justice Martin, or his successor.

(o) In general, to exercise all powers in the management of the Trust estate which any individual could exercise in his or her own right, upon such terms and conditions as it may reasonably deem prudent, and to do all acts which it may deem necessary or proper to reasonably maintain the assets of this Trust, whether personal or real, carry out the purpose of this Trust.

Notwithstanding anything to the contrary herein, from the date hereof until the Transfer

Date, the Trustee shall manage any assets transferred to and held by the Trustee in accordance with the terms of this document and the direction of Justice Martin, or his successor, and shall be required to make any payments, transfers, or demands, ordered by Judge Martin or his successor

5.9 Trustee May Assume Investment Responsibility. The Trustee may assume responsibility for the investment of all or part of the Trust property, and the Trustee shall have no liability with respect to such investments, except as may otherwise be directed by Justice Martin, or his successor.

5.10 Acquisition and Retention of Certain Assets. The Trustee is authorized to use trust principal, including the entire principal of the Trust, to purchase any property or interest in property, real or personal, in which the Trustee has an interest. The Trustee may retain indefinitely or for such other period as the Trustee may determine any such property or interest in property so purchased by the Trustee, or any property given to the Trustee by any other person, or received from any estate, whether or not the property is income producing and without regard to the proportion which the value of the property may bear to the total value of the Trust even if such retention involves business or financial risks that trustees would not ordinarily incur. The Trustee shall have no liability for any depreciation or loss as a result of the retention of any property retained or acquired under the authority of this section.

From the date hereof to the Transfer Date, no power in this paragraph can be exercised without the prior written approval of Justice Martin, or his successor.

5.11 Real Estate. The Trustee may acquire or retain real property, whether or not income producing, for long term investment or the rent free use of one or more of the beneficiaries eligible to receive the income from that trust, upon such equitable terms as the Trustee determines.. The Trustee may execute, assume or redeem any note or mortgage on such real property, with the Trust income or principal or both, and may pay taxes, insurance premiums and general expenses of upkeep, maintenance and repair with respect to such property

From the date hereof to the Transfer Date, no power in this paragraph can be exercised

without the prior written approval of Justice Martin.

5.12 Investment Advisors. The Trustee may employ investment advisors and consult with them on all matters relating to the purchase, retention or sale of trust property. The Trustee may act upon the advice of such advisors in whole, or to such extent as he determines, and to the extent that the Trustee follows the advice of such advisors, the Trustee shall not be liable for losses or other consequences therefrom. The Trustee may pay any investment advisor reasonable compensation as a Trust expense, which may be charged to income only. An appropriate adjustment shall be made in the compensation of the Trustee to reflect the change in his/her duties which results from such employment.

ARTICLE SIXTH
MISCELLANEOUS PROVISIONS

6.1 Applicable Law. This Declaration of Trust shall be interpreted in accordance with the laws of the Commonwealth of Massachusetts, and its validity and administration shall be governed by said laws except with respect to such assets as are required by the law controlling to be governed by the laws of some other jurisdiction.

6.2 References. References in this Declaration of Trust to the masculine shall include the feminine and the plural the singular, and vice versa, unless the context requires otherwise. References to provisions of the Internal Revenue Code mean provisions of the Internal Revenue Code of 1986 as amended from time to time or the corresponding provisions of any subsequent Federal tax law. The term "state" shall include the District of Columbia.

6.3 Delivery. A document or notice shall be deemed delivered when it is mailed first class, postage prepaid, to the addressee's last known address, or, if not mailed, when actually delivered to the addressee in person or to the addressee's last known address.

6.4 Effective Date of Trust. This Declaration of Trust shall be the date stated in Section 1.1.

IN WITNESS WHEREOF, John J. Donovan, Jr., as Trustee, has executed this Declaration of Trust under seal the day and year first above written.



John J. Donovan, Jr., Trustee

The office and duties of trustee as above described are hereby accepted by the undersigned.



John J. Donovan, Jr., Trustee

Transcripts

Page 1 State of South Carolina) County of Aiken) William T. Hurley, Jr.,) 2022-CP-02-02654 as Trustee for Aiken) Property Trust,) Plaintiff,) Transcript v.) of Linda Donovan,) Hearing Defendant.) Date: June 26, 2024 Time: 10:03 a.m. Location: Aiken County Courthouse, Room 211, 109 Park Avenue, SE, Aiken, South Carolina Reported by Julie Taradash	Page 1 EXHIBITS Defendant's Exhibit Number 1, Wire Transfer, dated 1/14/15. 12 Defendant's Exhibit Number 2, Wire Transfer, dated 1/15/15. 12 Defendant's Exhibit Number 3, "Aiken Farm Improvements," dated June 2024. 122 Defendant's Exhibit Number 4, Documentation of Expenses Paid. 122 Plaintiff's Exhibit Number 1, "Limited Warranty Deed" for Tax Map 130-19-01-002, dated January 23, 2015. 14 Plaintiff's Exhibit Number 2, "Limited Warranty Deed" for Tax Map 140-08-04-001, dated January 23, 2015. 14 Plaintiff's Exhibit Number 3, "Settlement Agreement between JJD, JJD Jr., and Four Siblings (the Parties)." 27 Plaintiff's Exhibit Number 4, "Trust Agreement." 31 Plaintiff's Exhibit Number 5, "Amendment." 33 Plaintiff's Exhibit Number 6, "Declaration of Trust Establishing Aiken Property Trust." 35 Plaintiff's Exhibit Number 7, "Life Estate, Will, and Option to Purchase Real Estate." 38 Plaintiff's Exhibit Number 8, "Stipulation by John J. Donovan, Sr." 42 Plaintiff's Exhibit Number 9, "(Proposed) Order and Award." 45 Plaintiff's Exhibit Number 10, "Separate Final Order Confirming the Arbitrator's October 1, 2019 Order." 46 Plaintiff's Exhibit Number 11, "Quitclaim Deed and Release." 47
Page 2 APPEARANCES Presiding: The Honorable M. Anderson Griffith Master-in-Equity, Aiken County For the Plaintiff: Richard C. Detwiler, Esq. Josh Strickland, Law Clerk Callison Tighe & Robinson, LLC Columbia, South Carolina For the Defendant: Bradley A. Brodie, Esq. Smith, Massey, Brodie, Guynn & Mayes, LLC Aiken, South Carolina Also Present: Paulette Hurley INDEX Proceedings/Opening Matters: 5 Examination of Morris Rudnick Direct Examination by Mr. Brodie: 10 Cross-Examination by Mr. Detwiler: 18 Examination of William T. Hurley, Jr. Direct Examination by Mr. Detwiler: 21 Cross-Examination by Mr. Brodie: 64 Redirect Examination by Mr. Detwiler: 98 Recross-Examination by Mr. Brodie: 107 Examination of Linda Donovan Direct Examination by Mr. Brodie: 114 Cross-Examination by Mr. Detwiler: 141 Redirect Examination by Mr. Brodie: 157 Recross-Examination by Mr. Detwiler: 159 Motion by the Plaintiff: 161 Response to motion and closing by Defendant: 163 Response and closing by Plaintiff: 167 Further response and closing by Defendant: 169 Ruling on Plaintiff's Motion: 170 Closing Remarks: 170	Page 2 Plaintiff's Exhibit Number 12, "Award" in re Arbitration, dated November 10, 2021. 49 Plaintiff's Exhibit Number 13, "Final Judgment" in Civil Action Number 0384CV4247-BLS1, dated August 17, 2022. 52 Plaintiff's Exhibit Number 14.1, "Award" in re Arbitration, dated November 10, 2021. 52 Plaintiff's Exhibit Number 14.2, "Final Judgment" in Civil Action Number 0384CV4247-BLS1, dated August 17, 2022. 52 Plaintiff's Exhibit Number 14.3, "Memorandum and Order Pursuant to Rule 23.0" from the Commonwealth of Massachusetts Appeals Court. 53 Plaintiff's Exhibit Number 15, "Summary Decision and Order on Defendant's Emergency Motion for Stay of Sentence." (Exhibit was moved in evidence at the start of the proceeding but not discussed during the proceeding.) Plaintiff's Exhibit Number 16, "Award" in re Arbitration, dated January 25, 2017. 100 Plaintiff's Exhibit Number 17, "Settlement Agreement between Linda, JJD Jr., and the Four Siblings (the Parties)" and "Release of Interest in Real Properties." 145

Page 5		Page 5	
1	PROCEEDINGS	1	MR. DETWILER: Excuse me. Yeah. Hold on. Why is that?
2	THE COURT: All right. Ladies and gentlemen, we're here	2	MR. STRICKLAND: There's a 14 one, two, and three.
3	on June 26th, 2024, for a 10 a.m. hearing, case of	3	MR. DETWILER: Yeah, that's right. It's actually --
4	"William T. Hurley, Jr., as trustee of the Aiken	4	it's actually 16, but one of those is a -- it has -
5	Property Trust v. Linda Donovan." Case number is	5	- is a multiple-document exhibit.
6	2022-CP-02-02654.	6	THE COURT: Okay.
7	Plaintiff's attorney and defendant's attorney	7	MR. DETWILER: So that's --
8	are present. I've met with them prior to the	8	THE COURT: As far as exhibit numbers, you're 1 through
9	hearing here this morning to discuss any	9	16?
10	preliminary matters. The plaintiff's attorney will	10	MR. DETWILER: One through 16. That's correct.
11	place on the record, his name, anybody at the table	11	THE COURT: Okay.
12	with him, and who he may call as a witness.	12	MR. DETWILER: And, Your Honor, that -- our -- our
13	MR. DETWILER: Thank you, Your Honor. I'm Rick Detwiler	13	exhibits and a list of those exhibits is in front
14	with Callison Tighe & Robinson. With me today is	14	of you.
15	the plaintiff, Bill Hurley, William T. Hurley, Jr.,	15	THE COURT: Okay.
16	who is the trustee of the Aiken Property Trust. I	16	MR. DETWILER: That white notebook, right. And I've
17	also have my law clerk here, Mr. Josh Strickland,	17	also got one for the witness there. They're
18	who is a first-year law -- a second -- a rising	18	identical.
19	second-year law student and, if I could brag for	19	THE COURT: Okay.
20	just a moment, number one in his class, and we're	20	MR. DETWILER: Mr. -- Mr. Brodie has seen those, and the
21	proud to have him. And behind me is Ms. Paulette	21	court reporter has our list.
22	Hurley, Mr. Hurley's wife, who's here just to -- to	22	THE COURT: All right.
23	observe. She's not a witness.	23	MR. DETWILER: And she's just going to mark them as we
24	THE COURT: All right. Thank you. And for the defense?	24	go, and then we'll give her a complete set.
25	MR. BRODIE: Yes, Your Honor. Brad Brodie with Smith,	25	THE COURT: All right. But y'all are in agreement on
Page 6		Page 6	
1	Massey, Brodie, Guynn & Mayes, and my client here	1	Plaintiff's 1 through 16?
2	is Linda Donovan. And also seated behind me is	2	MR. BRODIE: Yes, Your Honor.
3	Morris Rudnick, who is going to testify briefly,	3	THE COURT: And Defendant's -- what numbers?
4	Your Honor.	4	MR. BRODIE: One and 2.
5	THE COURT: All right. Thank you. All right,	5	THE COURT: -- 1 and 2. Mr. Detwiler, y'all are in
6	gentlemen, we've met. Are there any other	6	agreement with that?
7	preliminary matters since our meeting this morning	7	MR. DETWILER: We are, Your Honor. And I'm looking
8	we need to discuss?	8	through the other, ones and I think we will be in
9	MR. DETWILER: None from the plaintiff.	9	substantial agreement about those.
10	THE COURT: Defense?	10	THE COURT: Okay.
11	MR. BRODIE: Well, just, Your Honor, that Rick and I had	11	MR. BRODIE: Your Honor, may I approach?
12	agreed to -- that -- that some of the exhibits	12	THE COURT: Yes.
13	would be admitted into evidence by agreement to	13	MR. BRODIE: I'm just going to hand you -- these are 1
14	speed things along. And he has a list of 18	14	and 2, and 3 and 4, which haven't obviously been
15	exhibits. And I was going to ask Mr. Rudnick about	15	admitted yet.
16	some of them. And then I had -- there's a -- I	16	THE COURT: All right -- all right. It's a non-jury
17	have two exhibits, plus Exhibit 3 and 4 that	17	matter. Certainly, I don't require any openings,
18	they're reviewing. So I would -- I would move to	18	but I make that offer. Would the plaintiff wish to
19	introduce Defendant's 1 and 2, and then I think he	19	make an opening statement?
20	wanted to introduce Exhibits 1 through 18 -- or,	20	MR. DETWILER: Your Honor, I don't really have an
21	I'm sorry. Exhibit -- how many you got there?	21	opening to make. I would just -- just by way of
22	Sixteen or eighteen?	22	roadmap today, I'm going to have one witness, and
23	MR. DETWILER: It's -- it's 18.	23	that's the trustee, William T. Hurley, Jr. He is
24	THE COURT: All right. So yeah.	24	probably going to be longer than I would think
25	MR. STRICKLAND: That's 16.	25	would be necessary under normal circumstances, but

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Page 9 1 in light of the counterclaims that have -- that 2 have been asserted in the case, we've got to go 3 through a lot of history of how we got to where we 4 are today. And so, I'm going to be walking him 5 through a lot of these documents just for the 6 record, frankly. And -- and I think you're aware 7 of a lot of them already. 8 THE COURT: Okay. 9 MR. DETWILER: Thank you, Your Honor. 10 THE COURT: All right. And for the defense? 11 MR. BRODIE: Your Honor, I know you heard a lot about 12 this case yesterday in the motion to intervene. 13 Mrs. Donovan has lived in Aiken, I guess since 14 about 2008, and she currently resides in this 15 property that's the subject of this case. And she 16 lives there alone and has lived there ever since 17 the -- the purchase of the property. And I don't 18 want to make a real long opening statement here, so 19 we'll just get on with the case, and -- and you can 20 understand it better. 21 THE COURT: All right. All right. With that, we had 22 discussed taking the witness out of order. Are we 23 going to still -- isn't that -- 24 MR. DETWILER: No -- no objection from the plaintiff, 25 Your Honor.	Page 1 A I do. I recall the closing. 2 Q And was the closing on or about January 2015? Do 3 you recall? 4 A It was. 5 Q What -- what do you recall about the transaction? 6 A Well, there was a lot of negotiation, I can recall, 7 between parties that were buying and selling 8 because there was an estate or trust involving an 9 individual that had passed away, Mr. Duchossois. 10 And so those attorneys I believe were in Chicago. 11 And of course, Mr. Hurley was involved, but I 12 don't -- you know, I had some dealings, I think, 13 with him and -- but then there was Mr. Donovan that 14 was involved with Mr. Hurley and all the stuff that 15 was going on up north, so to speak, in 16 Massachusetts. I -- that's the stuff I recall in 17 general and just me trying to coordinate it to get 18 it together to close. 19 Q Do you recall meeting with Mrs. Donovan -- 20 Mrs. Linda Donovan? 21 A Yes. 22 Q And what do you recall about that? 23 A Well, her and Mr. Donovan were married and, you 24 know, mostly I probably did more meeting on their 25 side with her than him because I don't recall him
Page 10 1 THE COURT: All right. 2 MR. BRODIE: Your Honor -- 3 THE COURT: Mr. Brodie? 4 MR. BRODIE: Yes, Your Honor. I would call Morris 5 Rudnick. 6 THE COURT: Mr. Rudnick, come forward. Raise your right 7 hand when you get up here, please. 8 (Witness Rudnick is sworn) 9 THE COURT: Have a seat. 10 WITNESS RUDNICK: Thank you. 11 DIRECT EXAMINATION OF MR. RUDNICK 12 BY MR. BRODIE: 13 Q Good morning, Mr. Rudnick. What -- what's your 14 full name and occupation? 15 A Morris Rudnick, R-U-D-N-I-C-K, and I'm an attorney. 16 Q And how long have you been practicing law? 17 A I want to say 42 years. 18 Q And what kind of practice do you have? 19 A Mostly we do real estate and estate work. It's 20 kind of a general practice, but not much general 21 anymore. Just those -- mostly those two things. 22 Q Do you recall handling a -- a transaction for a 23 sale from H'ND Stables, LLC, to William T. Hurley, 24 Jr., as trustee of the Aiken Property Trust? Do 25 you recall that?	Page 1 being here that much. But I think she -- 2 Q Do you recall -- 3 A I think she was here most of the time. I don't 4 know. I don't recall if she lived here or not, but 5 I dealt with her more than I did with him for sure. 6 MR. BRODIE: I'm going to -- may I approach, 7 Your Honor? 8 THE COURT: Yes. 9 Defendant's Exhibit 1, Wire Transfer, 10 dated 1/14/15. 11 Defendant's Exhibit Number 2, Wire 12 Transfer, dated 1/15/15. 13 Q I'm going to show you a couple of exhibits which 14 were admitted into evidence, Defendant's 1 and 2 15 regarding funding of the transaction. 16 A Yeah. 17 Q You see that? 18 A Yes, sir. 19 Q Did you have a look at those? Do you remember 20 providing those to my office? 21 A I do. 22 Q Describe to the Court what the Defendant 1 is. 23 A That's a wire, one for 8,000 from John Joseph 24 Donovan, second wire from Linda Donovan for 25 19,974.24. And then the -- the last one on

Page 13 1 Defendant 2 was the trust sending a wire for 2 1,282,953.49. 3 Q And -- and who is -- on -- on Defendant's 1, that 4 -- that's dated January 14th, 2015; is that 5 correct? 6 A Yes, sir. 7 Q And on the payment detail, what does it say? 8 A It has, "Originator: John Joseph Donovan," 8,000, 9 from People's United Bank, and then there's an 10 originator of Linda J. Donovan from Bank of 11 America for the 19,974.24. 12 Q And does it show, "Payment Detail: Linda Donovan"? 13 Is that what it says for her wire? 14 A It does. 15 Q And then for -- for Mr. Donovan's wire, does it 16 say, "Purpose -- partial payment of property"? 17 A It does. 18 Q All right. And then on Defendant's 2, who's the 19 originator? 20 A Trust One JJD from Santander -- 21 Q Do you -- do you recall who Trust One JJD was or 22 what entity that was? 23 A Well, I know that's Mr. Hurley, to me. 24 Q Okay. 25 A That's -- that was coming from him as trustee.	Page 13 1 Property Trust, UD, under -- under date, January 2 14th, 2015, for 36.68 acres. Does that sound 3 correct to you? 4 A It does. 5 THE COURT: Mr. Brodie, let me ask, are you 6 looking at Plaintiff's Exhibit 1 and 2? 7 MR. BRODIE: Defendant's Exhibit 2 -- 1 and 2 8 on the deeds. Those two deeds. It's in that 9 notebook, Your Honor, I do believe. 10 MR. DETWILER: First two exhibits, Your Honor. 11 WITNESS RUDNICK: Is this my book -- 12 MR. BRODIE: Yeah. 13 MR. RUDNICK: -- somebody else's? 14 THE COURT: On the trial exhibit notebook. 15 Yeah. All right. I just thought that was from the 16 plaintiff, though; is that correct? 17 MR. DETWILER: It -- it is -- it is, Your 18 Honor. But -- 19 THE COURT: Y'all are just referring to it in 20 general? 21 MR. DETWILER: Refer to it in general. And 22 Mr. Brodie is welcome to use any of my exhibits he 23 wishes. 24 THE COURT: Well, I -- and that's fine. I 25 just -- for the record, I'm just trying to identify
Page 14 1 Q And is -- is this -- and this money was used for 2 the purchase of the properties -- 3 A Yes, sir. There were two properties. 4 Q -- which are described on Plaintiff's Exhibit 1 and 5 2 from H'ND Stables; is that right? 6 Plaintiff's Exhibit Number 1, "Limited 7 Warranty Deed" for Tax Map 130-19-01-002, 8 dated January 23, 2015. 9 Plaintiff's Exhibit Number 2, "Limited 10 Warranty Deed" for Tax Map 140-08-04-001, 11 dated January 23, 2015. 12 A Yeah. I think one was 40 and the other 36. I 13 refreshed my memory this morning looking at how it 14 was conveyed. I think it was two different deeds. 15 Q Two different -- two different deeds. One -- 16 Exhibit 1 describes 40 acres recorded in Record 17 Book 4536 at Page 786 for \$1,042,500. Does that 18 sound right to you? 19 A Yes, sir. 20 Q And it was conveyed to William T. Hurley, Jr., 21 trustee of Aiken Property Trust, under -- or UD 22 January 14th, 2015. Does that sound correct? 23 A Yes. 24 Q And then Exhibit 2 was a deed from H'ND Stables to 25 William T. Hurley, Jr., trustee of the Aiken	Page 14 1 it because we had Defendant's 1 and 2, we just went 2 through, which were the Bank of America wire 3 transfers. So are we going to refer to these other 4 ones as -- because you may have a lot of other 5 exhibits coming through, even though the numbers 6 may not, but let's reference them as Plaintiff and 7 Defendant -- 8 MR. BRODIE: Did I say that? I don't know that 9 I did. Did I just say -- 10 THE COURT: I think you just said Exhibit 1 11 and 2 because I kept looking at your 1 and 2 -- 12 MR. BRODIE: Okay. 13 THE COURT: -- sating, "I don't see what -- 14 the information." So let's refer to those as 15 Plaintiff's 1 and 2. 16 MR. BRODIE: Yes, Your Honor. Plaintiff's 1 17 and 2 were the -- the two deeds from H'ND Stables 18 to William T. Hurley, Jr., trustee of the Aiken 19 Property Trust. And, Your Honor, we did that 20 because there would've been so many exhibits in it. 21 THE COURT: Well, I perfectly understand, and 22 we discussed that. I'm just trying to make it so 23 if a transcript would read, so people would be able 24 to determine what we're looking at. 25 THE EXAMINATION BY MR. BRODIE CONTINUES.

Page 17		Page	
1	Q Mr. Rudnick, do you have any recollection of what	1	them, Mr. Hurley was trying to do this and that,
2	Linda told you at the time of the purchase or what	2	you know, to get the thing closed.
3	the purpose of this property was that was being	3	Q Okay.
4	bought down here in Aiken?	4	A And so I knew there was a -- there was a lot going
5	A I -- my recollection was that it's going to be a	5	on behind the scenes, so to speak.
6	principal residence for the parties.	6	Q To be clear Defendant's Exhibits 1 and 2 reflect
7	Q Do you know -- say again.	7	wires from Trust One.
8	A For the parties. In other words, her and	8	A Right.
9	Mr. Donovan were going to live there.	9	Q Right?
10	Q Okay. Do you know what happened after the fact --	10	A Right.
11	after 2015, after the closing?	11	Q The property is titled in the Aiken Property Trust.
12	A The only thing I know, I guess, is what I've heard	12	A Correct.
13	a little bit since this started. And then I looked	13	Q Are you aware of that?
14	at the public records yesterday, saw a quitclaim	14	A Yeah.
15	deed that I didn't do coming back to the trust.	15	Q You're not familiar with the trust documents
16	But --	16	themselves.
17	Q You didn't -- you didn't prepare that deed?	17	A I think I had a copy of the one in Aiken.
18	A Uh-uh.	18	Q Okay.
19	Q Do you recall speaking to Linda Donovan since this	19	A I don't -- I know I didn't have the -- the JD.
20	-- this closing in -- in 2015 at all?	20	Q The Trust One JD -- Trust One JJD. We'll just call
21	A I'm sure we had some pleasantries and -- like I had	21	it Trust One.
22	saw her this morning, and, you know, we -- we	22	A Yeah.
23	talked this morning a little bit.	23	Q In these deeds that you've just identified, which
24	Q Have you --	24	Plaintiff's Exhibits 1 and 2, they show Mr. Hurley
25	A But -- but I don't remember any specifics right	25	as trustee, as the grantee; is that not correct?
Page 18		Page	
1	now.	1	A That's correct.
2	Q Okay. And do you recall speaking to Mr. Hurley at	2	Q Mr. Donovan is not a grantee; is that correct?
3	all since the closing?	3	A That's correct.
4	A No. The only thing I recall was that Linda had	4	Q And Mrs. Donovan, Linda Donovan, the defendant here
5	told me that she had paid too much. So I wrote a	5	is also not a grantee.
6	letter to him and said, "Can you refund \$2,700?" or	6	A Trustee for the trust, for the Aiken Trust, neither
7	something like that for her. And that's the only	7	one of the individuals own title.
8	thing I recall afterwards.	8	MR. DETWILER: All right. Thank you. That's all I
9	MR. BRODIE: Okay. All right. Thank you, Mr. Rudnick.	9	have.
10	That's all.	10	THE COURT: Mr. Brodie, anything else?
11	THE COURT: Cross-examination?	11	MR. BRODIE: No, Your Honor.
12	MR. DETWILER: Thank you, Your Honor. Very briefly.	12	THE COURT: All right. Mr. Rudnick, you can --
13	CROSS-EXAMINATION OF MR. RUDNICK	13	WITNESS RUDNICK: I appreciate everybody letting me go
14	BY MR. DETWILER:	14	out of turn.
15	Q Mr. Rudnick, I'm Rick Detwiler. I represent	15	THE COURT: Any reason he can't be excused?
16	Mr. Hurley as trustee in this, the Aiken Property	16	MR. DETWILER: No reason for the plaintiff, Your Honor.
17	Trust. You were not aware of any of the history of	17	MR. BRODIE: No, Your Honor.
18	the trust, how they were created, or anything like	18	WITNESS RUDNICK: Thank you y'all.
19	that when you closed this deal, were you?	19	MR. BRODIE: Thank you -- thank you, Mr. Rudnick.
20	A Not specifically, but I was aware there was a lot	20	WITNESS RUDNICK: Thank you.
21	of family background issues --	21	(Witness Rudnick is excused.)
22	Q Right.	22	MR. DETWILER: Your Honor, at this time --
23	A -- going on.	23	THE COURT: Go ahead.
24	Q A lot of family disputes.	24	MR. DETWILER: -- I'll -- I'll -- I'll call Mr. Hurley.
25	A And that I -- you know, because I would hear from	25	THE COURT: All right. Mr. Hurley, if you'll come



Page 21 1 forward. Raise your hand for me. 2 (Witness Hurley is sworn.) 3 THE COURT: Have a seat. 4 DIRECT EXAMINATION OF MR. HURLEY 5 BY MR. DETWILER: 6 Q Mr. Hurley, please state your full name for the 7 record. 8 A William T. Hurley, H-U-R-L-L -- H-U-R-L-E-Y, Jr. 9 Q Okay. And you're here today in your capacity as a 10 trustee of two trusts; is that not correct? 11 A That is correct. 12 Q And that -- those trusts would be Trust One JJD, 13 which we'll refer to as Trust One; is that correct? 14 A Correct. 15 Q And the other one is the Aiken Property Trust, 16 which is the plaintiff in this case. 17 A That is correct. 18 Q Okay. Could you tell the Court a little bit about 19 yourself? Are you married? 20 A I am married. 21 Q Is this your -- your wife back behind me? 22 A My wife is sitting in the back row there. We'll be 23 married 39 years next month. 24 Q How are you liking Aiken? 25 A It's hot.	Page 22 1 history of your -- your work background? 2 A I've been in public accounting since 1979. I 3 graduated from Bentley in 1977. Worked for a 4 couple small firms. Joined Price Waterhouse in 5 Boston in 1984. I went to -- while I was going to 6 law school at night. Joined another firm in 1986, 7 stayed there five years and then joined another 8 firm that merged into the firm prior to the one I'm 9 at now. The name of that firm was G.T. Riley & 10 Company, R-I-L-E-Y. I was -- I was there 17 years. 11 I was a partner. And then I left there in 2010 to 12 join Verdolino & Lowey, and I came in as a tax 13 partner there. And I've been there ever since. 14 Q You're -- we -- we've established that you're a 15 trustee of two trusts that are related to this 16 matter before the Court? 17 A Yes. 18 Q Have you ever been a trustee before? 19 A Yes. 20 Q Okay. 21 A Many times. 22 Q More than once? 23 A I've been trustee of estate planning trusts and 24 irrevocable trusts. I'm trustee of at least a 25 charitable remainder trust now, that I can think
Page 22 1 Q Okay. 2 A But it's -- it's really pretty. We've never been 3 here before. 4 Q We're -- we're glad to have you in South Carolina. 5 A Okay. 6 Q And you're going to Charleston tomorrow or today, 7 right? 8 A Correct. 9 Q Good for you. What is your educational background, 10 Mr. Hurley? 11 A I have a Bachelor of Science degree in accounting 12 from Bentley University -- 13 Q Okay. 14 A -- in Waltham, Massachusetts. And I have a juris 15 doctorate degree from Suffolk University Law School 16 in Boston, Massachusetts. 17 Q And you're a licensed lawyer and a licensed CPA, 18 are you not? 19 A That is correct. 20 Q And which do you practice? 21 A I practice as a CPA. 22 Q Okay. With what firm? 23 A Verdolino, V-E-R-D-O-L-I-N-O, & Lowey, L-O-W-E-Y, 24 PC. 25 Q Could you provide the Court just a brief work	Page 23 1 of, and another irrevocable trust on behalf of a 2 client. So yes, I'm -- I've been -- I've worked as 3 trustee of a trust. 4 Q Roughly how -- how far back have you worked as a 5 trustee? 6 A Probably back to the early to mid-'90s maybe. 7 Q Okay. Now, we've already heard a name today, and 8 we're going to hear a lot more about this person. 9 And that is John J. Donovan Sr. 10 A Correct. 11 Q Also, I think in some of the documents referred to 12 as John J. Donovan, II. 13 A Yes. 14 Q And could you -- do you -- do you -- tell -- who is 15 John Donovan? I'm just going to call him John 16 Donovan. Who is John Donovan? 17 A John Donovan to me, when I met him, he was a 18 professor at MIT, Massachusetts Institute of 19 Technology in Cambridge, Massachusetts. The John 20 Donovan I knew used to give executive training 21 seminars to business executives, government 22 officials on the benefits of technology and how 23 they can be used -- how it can be used in business 24 and in -- in government. 25 Q Okay. And did you know Mr. Donovan prior to

Page 25		Page 25	
1	becoming the trustee of these trusts?	1 Q	Okay. Now -- and we'll come back to your becoming
2 A	Yes. I met John Donovan -- it was either late	2	trustee of these trusts, but about when did that
3	'90s, early 2000s. He called my firm -- my prior	3	happen?
4	firm, asked me to meet to become a tax client. One	4 A	I became trustee just before the purchase of the
5	of my colleagues and I met with him at his office	5	property in Aiken in January 2015.
6	in Cambridge and agreed to become his tax	6 Q	Okay.
7	accountants for his personal work.	7 A	I think my appointment date was January 13th.
8 Q	Okay. And did you become acquainted with his	8 Q	Okay. And so, this final settlement agreement, or
9	children?	9	this FSA, we'll call it, was before your time, but
10 A	I think the only child I spoke to back then was	10	that led to the creation of Trust One, did it not?
11	John, Jr.	11 A	That is correct.
12 Q	Okay.	12	Plaintiff's Exhibit Number 3, "Settlement
13 A	I know he has a son, James, and daughters, Carolyn,	13	Agreement between JJD, JJD Jr., and Four
14	Maureen and Rebecca.	14	Siblings (the Parties)."
15 Q	So he has five children?	15 Q	Okay. And if I could just walk us through this
16 A	Five children, yes.	16	document -- a few things in this document that
17 Q	Okay. And I -- I think it's well known to the	17	could be important. I'm looking at the first page
18	Court and undisputed that there have been a lot of	18	of Exhibit 3 -- Plaintiff's Exhibit 3, and it -- it
19	disputes among this family.	19	refers to -- it -- it calls for three trusts to be
20 A	Yes. That is correct.	20	established and funded as outlined in this
21 Q	Is that -- is that a fair statement?	21	document, does it not?
22 A	That's a fair statement.	22 A	That is correct.
23 Q	Okay. And those disputes have often centered	23 Q	Okay. And the first trust is Trust On JJD; is that
24	around who owns title to certain properties; is	24	correct?
25	that not correct?	25 A	Correct.
Page 26		Page 26	
1 A	That is correct.	1 Q	And that is the same trust that was shown as the
2 Q	And there -- as a result of these -- this number of	2	wirer of funds to the closing that -- that
3	disputes through the years, there have been a	3	Mr. Rudnick talked about a while ago?
4	series of settlement agreements; is that correct?	4 A	Yes, that's correct.
5 A	Yes, that is correct.	5 Q	Okay. And at that time, that -- that is the time
6 Q	Okay. Now, you mentioned John, Jr. Who is John,	6	of the final settlement agreement, who was to be
7	Jr., and what is -- what has been his role in these	7	named the trustee of Trust One?
8	disputes?	8 A	John Donovan, Jr.
9 A	John, Jr. was the son of John Donovan. He tried to	9 Q	Okay. And -- and I think you said, but to clarify,
10	act as a go-between, between his siblings and his	10	there have been a lot of disputes among this
11	father to -- to try to make sure that John Donovan,	11	family. John, Jr., what was his role again in --
12	his father, would be able to be taken care of in	12	in these disputes?
13	his later years.	13 A	He tried to be a go-between between his father and
14 Q	Okay. Now, I'm going to ask you to refer -- before	14	his siblings.
15	you is a notebook with -- with the plaintiff's	15 Q	Something of a mediator?
16	trial exhibits.	16 A	Something of a mediator, yes.
17 A	Yes.	17 Q	Okay. And -- and this final settlement agreement
18 Q	Do you see that?	18	is actually signed by John Donovan, Sr., is it not?
19 A	Yes.	19 A	Yes, it is.
20 Q	May I refer you to Tab 3, which is Exhibit 3, in	20 Q	He even wrote -- he even wrote, "Professor," in
21	that notebook. And if it's the same one I have,	21	handwriting before --
22	which I certainly hope it is, it -- it -- it is	22 A	That is --
23	what we refer to as the final settlement agreement	23 Q	-- his name?
24	dated March 26th, 2007; is that correct?	24 A	That's correct.
25 A	Let's check the date. Yes.	25 Q	Okay. And if we could just skip down to the --

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1 toward the bottom of the page there -- there are
2 these bullet points. The -- the third from the
3 last bullet point, I'm -- would you just read that?
4 A Would you like me to read that?
5 Q Would you just read that for the record? Yes, sir.
6 A "Any property owned by the trust can be sold at any
7 time for fair market value, but all proceeds/cash
8 shall remain in the trust. However, the trust may
9 purchase replacement property at fair market value
10 with the approval of the arbitrator."
11 Q Okay. Now, that -- that's the first time we've
12 heard the name of -- of -- of -- a reference to an
13 arbitrator. Who is the arbitrator?
14 A The arbitrator is the Honorable John Martin.
15 Q Okay.
16 A M-A-R-T-I-N.
17 Q Okay. And who is John Martin?
18 A John is a retired federal judge, former US
19 attorney, I believe in the Southern District of New
20 York.
21 Q All right. And if we could flip to Page 3 of the
22 FSA, Paragraph 8.
23 A Yes.
24 Q It says, "John Martin has discretion to award any
25 remedy including sanctions, damages, attorneys'

Page 30

1 fees out of any of the three trusts for any reason,
2 including a party causing a third party to bring a
3 suit or other action against another party or
4 judgements or claims for damages by a party." Is
5 that not what -- did I read that correctly?
6 A You read that correctly.
7 Q Okay. So Judge Martin had a pretty wide discretion
8 to make sure everybody toed the line; is that a
9 fair statement?
10 A That's a fair statement.
11 Q Okay. Is Judge Martin still involved as the
12 arbitrator of disputes --
13 A Yes, he is.
14 Q -- among this family group?
15 A Yes, he is.
16 Q Okay. I -- I -- I'm struck, too, by a passage in
17 Paragraph 11 on that same page at the very bottom.
18 It says, "If -- if the arbitrator determines that
19 any party is not acting in good faith to implement
20 this agreement or if the arbitrator determines that
21 Linda Donovan is not acting in good faith to
22 implement -- to implement the attached term sheet,
23 the arbitrator may declare this agreement null and
24 void, thereby returning the party to the respective
25 legal positions as if this agreement never were

Page

1 signed." So is it fair -- fair to say, based on
2 that, that Linda -- Linda Donovan was -- was
3 involved?
4 A Yes, she was involved.
5 Plaintiff's Exhibit Number 4, "Trust
6 Agreement."
7 Q Okay. All right. Now, if I could refer you to
8 Exhibit 4, please.
9 A Yes.
10 Q And that's a document that appears to settle the
11 Trust One JJD trust?
12 A That is correct.
13 Q And that's the trust document that -- and there are
14 other documents that we'll talk about, but that's
15 the trust document that informs you, as trustee,
16 about how things are to be handled, correct?
17 A Correct.
18 Q And that document actually refers back and
19 incorporates by reference the FSA, does it not?
20 A Yes.
21 Q Okay.
22 A And now, when Trust One was settled, could you
23 please tell the Court what property was placed in
24 the trust?
25 Q Yes. I need to refer back to Exhibit 3, the FSA.

Page

1 Q Okay.
2 A On Page 1, fourth bullet point down. Devon Glen,
3 that was real property, land, and buildings in
4 Hamilton, Massachusetts. Vermont, land and
5 buildings in Pomfret, P-O-M-F-R-E-T, Vermont.
6 20,000 options in sell exchange. A 1 1/2 million
7 dollar line of credit on Devon Glen to be paid off
8 using the 20 percent proceeds from Paragraph 1.
9 Sagamore land, 50 percent in an entity which owns
10 all of the Hamilton land and the 7.4-acre parcel in
11 Essex. All furniture, rugs, art, boats, cars, farm
12 equipment, etc., from any of the properties which
13 are the subject of this agreement.
14 Q All right. Who put property in this trust?
15 A The Donovan children.
16 Q Okay. Did John Donovan put property in this trust?
17 A No.
18 Q Did Linda Donovan put property in this trust?
19 A No.
20 Q Who was the beneficiary of this trust?
21 A Trust One JJD. John Donovan was the beneficiary.
22 Q John Donovan, Sr.?
23 A Senior.
24 Q Right. Were there any other beneficiaries of the
25 trust?

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Page 33 1 A No. 2 Q And at that time, I think you've already stated 3 this, but John, Jr., also known as John, III, was 4 the trustee? 5 A That is correct. 6 Q And per the FSA and Trust One documents, how were 7 disputes to be resolved? 8 A Any disputes were to be resolved by binding 9 arbitration in front of Judge Martin. 10 Q Did everyone, that is, Mr. Donovan, Sr., and all 11 the children, agree to that? 12 A Yes. 13 Q Now, I want to refer you to the FSA again, 14 Exhibit 3, and the trust agreement, Exhibit 4. 15 The FSA, I'd like to look at Paragraph 2, and the 16 trust agreement, Paragraph 2.1. They -- they say 17 essentially the same thing, do they not? In that 18 -- that -- in those documents prohibit any 19 transfer, assignment, or pledge of Mr. Donovan, 20 Sr.'s, interest in the trust? 21 A Correct. 22 Q Okay. Now, in December of 2014 -- I will refer you 23 to Exhibit -- Plaintiff's Exhibit Number 5, please. 24 Plaintiff's Exhibit Number 5, 25 "Amendment."	Page 33 1 shall be owned solely by Trust One JJD." 2 Q And this was in early 2014; is that right? Excuse 3 me. Early -- 4 A It was -- well, this amendment was dated, I 5 believe, December 10th, 2014. Yes. 6 Q Right. And -- and you mentioned a while ago, this 7 was about when you became -- when you were named as 8 the trustee. 9 A I think I was officially named -- I think it was 10 January 13th, 2015, just prior to the closing of 11 the purchase of the Aiken property. 12 Q Tell us how it came -- it came about for you to be 13 named as the trustee. 14 A John Donovan, Sr., contacted me -- it was either 15 late December 2014 or early 2015 -- January 2015 16 and asked me if I would be willing to be a 17 replacement trustee for Trust One JJD because his 18 son John, Jr., was dying of cancer. 19 Q Okay. And at some point, you agreed to do that? 20 A Yes, I did. 21 Q Now, that leads us to Exhibit Number 6. If you'll 22 refer to that, please. 23 Plaintiff's Exhibit Number 6, 24 "Declaration of Trust Establishing Aiken 25 Property Trust."
Page 34 1 Q In December of 2014, Donovan, Sr. -- John Donovan 2 and his children executed an amendment to the trust 3 agreement, did they not? 4 A That is correct. 5 Q And that amendment provided for the sale of certain 6 Trust One properties and the purchase by Trust One 7 of replacement property in the form of the Aiken 8 properties that the -- that are the subject of this 9 hearing today. 10 A Correct. Paragraph 9 provided for the purchase of 11 the replacement property known as the -- the Aiken 12 property. 13 Q Okay. You're -- you're referring to Paragraph 9 on 14 the second page of the -- 15 A On the second page of the 2014 amendment of 16 Exhibit 5. 17 Q Okay. And does that paragraph specifically provide 18 that the Aiken properties shall be owned solely by 19 Trust One JJD? 20 A I believe so. Let me just go through it. Two- 21 thirds of the way down, it provides that "The four 22 siblings of JJD stipulate that they have no 23 objection -- objection to Judge Martin's approval 24 of Trust One JJD'S proposed purchase of the 25 replacement property. The replacement property	Page 34 1 Q What is that document? 2 A It's "Declaration of Trust Establishing Aiken 3 Property Trust." 4 Q Okay. And -- and that named you as the trustee and 5 Trust One as the sole beneficiary of the Aiken 6 Property Trust; is that correct? 7 A Yes, correct. 8 Q Are -- are there any other beneficiaries of the 9 Aiken Property Trust? 10 A No. 11 Q Okay. 12 A Only Trust One JJD. 13 Q Okay. All right. Now how was the Aiken Property 14 Trust funded, Mr. Hurley? 15 A It was funded by me with proceeds of money that 16 were in a bank account in the name of Trust One 17 JJD, and I wired those to Attorney Rudnick as part 18 of the closing for the purchase. 19 Q Okay. So in January of 2014, we have a trust 20 document that says that the -- the Aiken Property 21 Trust is established and -- but it was funded by 22 Trust One for the purposes of buying these 23 properties? 24 A Correct. There was a -- a prior sale in 2013 of a 25 portion of the Devon Glen property, which was

Page 37		Page 38	
1	contributed by the Donovan siblings to Trust One.	1	conditions herein set forth; an exclusive life
2	And those proceeds were held in a bank account in	2	estate, allowing Linda Donovan to live as if she
3	Massachusetts as Trust One JJD assets.	3	has free title, including but not limited to
4	John, Jr., used some of those monies over a	4	renting, farming, paying all expenses and peaceful
5	couple year period of time to fund some expenses, I	5	enjoyment for her entire life; and, three, at the
6	presume, of John Donovan, Sr. I -- I didn't	6	death of John J. Donovan, Jr., also known as
7	investigate any of those particular expenses, but	7	Professor Donovan, Linda Donovan is to receive
8	there were -- I know what the value of the -- the	8	clear title in the following described property,"
9	balance in the account was at December 2014, and	9	and it lists the -- the details of the property.
10	January 2015, there were enough funds for me to	10 Q	Now, wait a minute. I thought you just said that
11	transfer the \$1,282,000 and change for the purchase	11	John Donovan, Sr., had no right to pledge,
12	of the property.	12	transfer, or sell any of the property in the trust?
13 Q	Okay. And so you participated in that fashion in	13 A	That's correct. He had no right to transfer
14	the closing of the -- in the purchase of the Aiken	14	property in the trust.
15	properties?	15 Q	So when he -- when he signed and -- and filed this
16 A	Correct.	16	deed in Aiken County in 2015 shown as Plaintiff's
17 Q	And those are the Aiken properties that we've	17	Exhibit Number 7, did he have any authority or
18	already talked about being shown -- the deeds being	18	right to convey trust property to anyone?
19	shown as Exhibit -- Plaintiff's Exhibits 1 and 2,	19 A	No.
20	correct?	20 Q	Were you made aware of these filings at the time?
21 A	Correct.	21 A	No.
22 Q	Okay. All right. To be clear, those deeds to the	22 Q	When did you find out about these filings?
23	Aiken property name the Aiken Trust as the sole	23 A	I believe it was early 2019.
24	holder of the Aiken properties; is that correct?	24 Q	And how so?
25	That would be Exhibit --	25 A	The Donovan siblings, I believe, discovered it.
Page 38		Page 2015	
1 A	Yes. But I'll just open up the deeds.	1 Q	Okay. And did anyone do anything about these
2 Q	Yeah. Exhibits 1 and 2.	2	filings?
3 A	The grantee of Exhibit 1, the deed, is myself as	3 A	They brought an action before Judge Martin to try
4	trustee of the Aiken Property Trust, and the deed	4	to rectify the situation.
5	designated as Exhibit 2 lists me as the trustee of	5 Q	Okay. And what happened?
6	Aiken Property Trust as the grantee.	6 A	John Donovan had -- and Linda Donovan had to
7 Q	Okay. And that is consistent with the 2014	7	execute a correcting deed transferring any interest
8	amendment to the Trust One JJD trust and the FSA?	8	that they theoretically may have had back to Trust
9 A	Correct.	9	One JJD.
10 Q	Okay. And -- now, I want to take you now to	10	THE COURT: Can I interject or ask a question
11	Exhibit Number 7.	11	here?
12	Plaintiff's Exhibit Number 7, "Life	12	MR. DETWILER: Certainly.
13	Estate, Will, and Option to Purchase Real	13	THE COURT: On Plaintiff's Exhibit 7? We
14	Estate."	14	referred to that as Donovan, Jr., which is of
15 Q	And it was interesting to me that Mr. Rudnick	15	course how it's signed, "John J. Donovan. Jr., sole
16	actually referred to this, I think. Do you have	16	beneficiary of the Trust One JJD." Earlier we had
17	that in front of you?	17	talked about John, Jr., being the trustee; that was
18 A	I do.	18	the son.
19 Q	Okay. Can you tell us what that is?	19	MR. DETWILER: Yes, sir.
20 A	That was a deed by -- signed by John Donovan, Jr.,	20	THE COURT: So just to make clear, when we say
21	as "Sole beneficiary of Trust One JJD, which is	21	the John, Jr., that's identified in Plaintiff's
22	sole beneficiary of Aiken Property Trust,"	22	Exhibit 7, we are actually also talking about the
23	conveying to Linda Donovan the "sale and exclusive	23	individual who was the professor, also referred to
24	right, privilege, and option to purchase Aiken	24	as John Donovan, II, and also known as John
25	Property Trust properties on the terms and	25	Donovan, Sr.?



Page 41 1 WITNESS HURLEY: Correct. Yes, Your Honor. 2 THE COURT: Okay. I just want to clarify that 3 because that junior could be confusing if we go 4 back into that. 5 MR. DETWILER: Your Honor, it's been -- 6 THE COURT: So on the transcript I want to 7 make sure we got it right. 8 MR. DETWILER: Yeah. Thank you for doing 9 that. It's been terribly unclear throughout all of 10 this, but we have -- we have John Donovan who is 11 known as John Donovan, II; also as John Donovan, 12 Jr.; and as John Donovan, Sr. He is the professor. 13 THE COURT: Okay. 14 MR. DETWILER: And -- and when -- when I refer 15 to John, Jr., I'm typically referring to -- and I 16 hope exclusively referring to -- his son who passed 17 away. 18 WITNESS HURLEY: Correct. 19 THE COURT: And that's what I understood it to 20 be. But when we started to say John, Jr., on this 21 exhibit, I started getting a little bit confused, 22 and the transcript I think would be confusing 23 without that explanation. 24 MR. DETWILER: I'm -- I'm glad you clarified 25 that. Thank you, sir.	Page 11 1 Mr. Donovan -- Professor Donovan executed here, he 2 says that he filed certain documents with the 3 register of -- for Aiken County South Carolina, the 4 Aiken filings? 5 A Correct. 6 Q He had also done the same thing in Vermont, had he 7 not? 8 A Correct. He did. 9 Q And he -- he stipulates and -- and acknowledges 10 that he did not disclose the Vermont filings or the 11 Aiken filings to Judge Martin, to his children 12 referred to here -- here as the "Donovan siblings," 13 or to John J. Donovan, Jr.'s estate, your -- your 14 predecessor trustee who had passed at the time of 15 the arbitration hearing in October of 2016. 16 So there had been another arbitration 17 proceeding, and he had failed to disclose to anyone 18 that he had done this; is that correct? 19 A Correct. 20 Q Okay. And he also acknowledges that he failed to 21 disclose those filings both in Vermont and Aiken to 22 you as a trustee; is that correct? 23 A State -- state the question again? 24 Q Yeah. Did -- I'm just going down about -- a little 25 bit past midway on that same paragraph. He -- he
Page 42 1 THE COURT: All right. Please proceed. Sorry 2 for the interruption. 3 MR. DETWILER: Not at all. 4 Plaintiff's Exhibit Number 8, 5 "Stipulation by John J. Donovan, Sr." 6 THE EXAMINATION BY MR. DETWILER CONTINUES. 7 Q So let's refer to Exhibit 8, please, Mr. Hurley. 8 Do you see that? 9 A Yes. 10 Q You mentioned that the children brought a -- an 11 action before the arbitrator, Judge Martin, about 12 these -- these deeds? 13 A Yes. 14 Q That were filed in Aiken? 15 A Yes. 16 Q Okay. And do you recognize this document as a 17 stipulation by John J. Donovan, Sr., the professor? 18 A Yes. 19 Q Okay. And did it -- is this something that arose 20 out of that -- that action brought by the siblings? 21 A Yes. Just give me a minute to catch up. Yes. 22 Q Okay. And this is -- if you will refer to the last 23 page, this is actually signed by Professor Donovan. 24 A Yes. 25 Q Now, in the first -- the first stipulation that	Page 12 1 says -- 2 A "I did not" -- I can read it. "I did not disclose 3 the Vermont filings or Aiken filings to Trust One 4 trustee William Hurley, Jr., at any time." 5 Q And -- 6 A "These actions violated the settlement agreement 7 between JJD, which was John Donovan, Sr., JJD, Jr., 8 and the four siblings dated March 26th, 2007, and 9 the terms of Trust One JJD trust agreement. The 10 Aiken filings and the Vermont filings are invalid, 11 of no force and effect, and are void ab initio." 12 Q Okay. And then let me flip you to the next page, 13 Paragraph 5. Read -- just read that as short. 14 A "As beneficiary of Trust One, I did not and do not 15 have the right or authority to transfer, assign, or 16 pledge any assets held by or for the benefit of 17 Trust One." 18 Q Did you take that to mean that he could not 19 transfer any -- any assets of the trust to his 20 wife, Linda Donovan? 21 A Yes. 22 Q And then if you could just -- let -- let's just 23 quickly go over the next -- the next one that says, 24 "Other than filings disclosed above, I have not and 25 will not at any time in the future take any action

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1	on behalf of Trust One or as beneficiary of Trust	1	arbitration rulings by Judge Martin?
2	One or direct anyone to take any action on my	2 A	Yes, it does.
3	behalf, including but not limited to selling,	3 Q	Is that -- is that the way it works?
4	purchasing, transferring, pledging, gifting,	4 A	Yes, it does.
5	conveying, assigning, disposing of, or mortgaging	5 Q	All right. Now, let's -- let's look at, if we
6	Trust One assets." Is that not what it says?	6	could, the next Exhibit, Exhibit 11.
7 A	It does state that.	7	Plaintiff's Exhibit Number 11, "Quitclaim
8 Q	Okay. And then it goes on to -- to say all the	8	Deed and Release."
9	other things he wouldn't do?	9 Q	You referred to the so-called corrective deeds a
10 A	Correct.	10	while ago. Is that what this is, is a quitclaim
11 Q	Okay. And then if we could flip to Page 4 at -- at	11	deed and release?
12	Stipulation H on that page, he says that he will	12 A	I believe it is. Let me just look at it for a
13	fully cooperate and execute any documents necessary	13	minute to confirm.
14	to undo what he had done.	14 Q	Sure.
15 A	Correct. With respect to Vermont and Aiken.	15 A	That is correct. That's the corrected deed --
16 Q	Right.	16 Q	Okay.
17 A	And Essex County registry filings in Massachusetts,	17 A	-- with respect to the Aiken property.
18	as well.	18 Q	With respect to the fraudulent filings that
19 Q	So there was a -- there was a third one; there was	19	Mr. Donovan had done?
20	also Massachusetts?	20 A	With respect to the fraudulent filings that were
21 A	Correct.	21	done in 2015.
22	Plaintiff's Exhibit Number 9, "(Proposed)	22 Q	Okay. Now -- and this deed -- this corrective deed
23	Order and Award."	23	was filed on January 28th, 2020, if I -- if I'm
24 Q	Okay. We'll show you Exhibit 9, please. Let's	24	reading the -- the file stamp correctly, up at the
25	look at that real quickly. This -- it is referred	25	top, right-hand corner.
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1	-- it says, "(Proposed) Order and Award," but it's	1 A	Correct. It was -- I think it was recorded on
2	actually signed by the Honorable John S. Martin,	2	January 28th, 2020.
3	Arbitrator.	3 Q	Okay. Now -- and this is very important. This
4 A	Correct.	4	quitclaim deed and release is signed not only by
5 Q	On October 1st, 2019?	5	John J. Donovan, Sr., but also by Linda Donovan,
6 A	Yes.	6	the defendant here, correct?
7 Q	Okay. And -- and he refers to a letter filing	7 A	Correct.
8	before him raising concerns about fraudulent	8 Q	Okay. And it says -- this is the deed recorded
9	filings made by Mr. Donovan -- Professor Donovan.	9	public record. It says that -- that those two
10 A	Yes.	10	individuals "hereby grant bargain, sell, and
11 Q	And it specifically refers to the Aiken County	11	release unto William T. Hurley, trustee of Aiken
12	false deeds, does it not?	12	Property Trust, the following described real
13 A	Yes, it does.	13	estate." And -- and so they convey bargain, sell,
14 Q	Okay. And Judge Martin orders that -- among other	14	and release to you quitclaim deed to all of the --
15	things that this be corrected, does he not?	15	this is the Aiken property -- two Aiken properties
16 A	Correct. Correct.	16	that you had purchased in 2014, correct?
17 Q	Okay. That order of the arbitrator was confirmed	17 A	2015.
18	-- if you'll look at Exhibit 10 -- by the Superior	18 Q	2015.
19	Court in Massachusetts; is that correct?	19 A	January 2015. Yes. Correct.
20	Plaintiff's Exhibit Number 10, "Separate	20 Q	All right. And if we flip to the second page of
21	Final Order Confirming the Arbitrator's	21	this corrective deed, and it says, "By this grant,
22	October 1, 2019 Order."	22	the undersigned," meaning defendant Linda Donovan
23 A	That is correct.	23	and her husband, Professor Donovan -- "the
24 Q	And the Superior Court of Massachusetts has	24	undersigned hereby release and terminate any and
25	continuing jurisdiction to confirm all of the	25	all right, title, and interest they may have --

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Page 49 1 that may have been granted in the option to 2 purchase and right of first refusal stated in -- in 3 a certain 'Life Estate, Will, and Option to 4 Purchase the Real Estate,'" and it goes on to cite 5 the -- the book and page number of the fraudulent 6 deed. 7 A That is correct. 8 Q Okay. So at that point in time, as far as you were 9 concerned, to the extent there were ever any claim 10 of ownership, equitable or otherwise, that -- that 11 ended it; is that correct? 12 A That ended it. Yes. That affirmatively ended it. 13 Q Okay. And when that corrective deed refers to any 14 right or interest they may have had that they were 15 conveying to the -- the Aiken Property Trust, did 16 it distinguish between equitable or legal 17 interests? 18 A It did not. 19 Plaintiff's Exhibit Number 12, "Award" in 20 re Arbitration, dated November 10, 2021. 21 Q Okay. Now, if we could refer now to Exhibit 12. 22 Do you have that in front of you? 23 A I do. 24 Q Okay. If you'll flip to the last page, this 25 appears to be another ruling by Judge Martin. This	Page 50 1 John Donovan, Sr.'s beneficial interest of Trust 2 One JJD. He had essentially -- was at the end of 3 his -- it was at the end of the line. He had dealt 4 with the -- the fraudulent actions too many times 5 and had -- and he had warned professor -- well, he 6 had warned John Donovan, Sr., on prior occasions 7 that this removal of his beneficial interest could 8 be the ultimate result. He held off doing it out 9 of respect for John, Jr., in prior rulings. 10 Q And he says that in this award? 11 A Right. 12 Q Yeah. 13 A But he had -- this was the end as far as he was 14 concerned. 15 Q He actually says, "Enough is enough." 16 A Enough is enough. 17 Q And he goes on to say, "I have concluded that 18 Professor Donovan deserves to be sanctioned to the 19 fullest extent possible and that his interest in 20 Trust One should be forfeited." Is that not what 21 it says? The third to the last paragraph on 22 that -- 23 A Yes. "I have warned Professor Donovan that any 24 further wrongdoing will result in the forfeiture of 25 his interest in the Trust One. Despite those
Page 50 1 one is dated November 10th, 2021; is that correct? 2 A That is correct. 3 Q Okay. So this document which is several pages, 4 single spaced, recounts a fair amount of history of 5 this saga between the siblings and Professor 6 Donovan and Linda Donovan, does it not? 7 A It does. 8 Q Okay. And it concludes -- I'm -- I'm looking now 9 at the conclusions page which is the next to the 10 last page before the signature. 11 A Sure. Yes. Okay. 12 Q Do you -- do you recall and can you just concisely 13 provide the Court with an explanation of -- of what 14 John Donovan had done this time that led to this? 15 A He -- 16 THE COURT: And we're talking about 17 senior/professor? 18 MR. DETWILER: Professor/senior. I'm sorry. 19 You're right. 20 THE COURT: Okay. 21 A He had tried to relitigate, again, and open rulings 22 that Judge Martin had already ruled that he had no 23 rights under the properties, is probably the most 24 concise way to say it. But he also implemented the 25 -- in his conclusion, he implemented the removal of	Page 51 1 warnings he has brought before me another 2 fraudulent application. Enough is enough. I have 3 concluded that Professor Donovan deserves to be 4 sanctioned to the fullest extent possible and that 5 his interest in Trust One should be forfeited." 6 Plaintiff's Exhibit Number 13, "Final 7 Judgment" in Civil Action Number 8 0384CV4247-BLS1, dated August 17, 2022. 9 Q Now, if I would -- could flip you quickly to page 10 -- to Exhibit -- Plaintiff's Exhibit Number 13. It 11 appears that Professor Donovan had filed a motion 12 to vacate the arbitration award. 13 A Yes, he had. 14 Q And -- and that this -- this is a final judgment 15 from the Superior Court. What does it provide? 16 A "Defendant's motion to vacate arbitration award of 17 November 10th, 2021," which was the prior exhibit, 18 "is denied. The arbitrator's award dated November 19 10th, 2021, is confirmed pursuant to General Laws 20 Chapter 251, Section 12(d)." 21 Plaintiff's Exhibit Number 14.1, "Award" 22 in re Arbitration, dated November 10, 23 2021. 24 Plaintiff's Exhibit Number 14.2, "Final 25 Judgment" in Civil Action Number

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1		1 A	Right.
2	0384CV4247-BLS1, dated August 17, 2022.	2 Q	Okay. And flip to the last page of that exhibit,
3	Plaintiff's Exhibit Number 14.3,	3	Page 7. What's the date of this?
4	"Memorandum and Order Pursuant to Rule	4 A	March 8th, 2024.
5	23.0" from the Commonwealth of	5 Q	So just recently, March 8th, 2024, the -- the
6	Massachusetts Appeals Court.	6	appellate court in Massachusetts issued this
7 Q	Okay. And then if we could flip to Exhibit 14,	7	ruling, and to -- to just kind of cut to the
8	which is actually a series of related exhibits	8	chase --
9	together. Do you see that?	9 A	Correct.
10 A	I do.	10 Q	-- it -- it affirmed --
11 Q	Well, the one I have actually is a repeat of the --	11 A	It affirmed all the prior rulings against Professor
12 A	The last two.	12	Donovan's position.
13 Q	-- of the -- of the November -- 14.1. The 14.1 is	13 Q	It -- it affirmed the -- the November 10th, 2021,
14	just a repeat of the November --	14	ruling of the arbitrator.
15 A	Correct.	15 A	Correct.
16 Q	-- '21. Then Exhibit 14.2 is the -- again, a	16 Q	Okay. Divesting him of any further beneficial
17	repeat of the final judgment. And then I'm looking	17	interest in this --
18	at Exhibit 15 -- the Tab 15.	18 A	Correct.
19 A	Uh-huh.	19 Q	-- in this trust?
20 Q	It's called Exhibit 14.2. Do you see that?	20 A	Correct.
21 A	I do.	21 Q	Okay. And it actually provides, again, quite a bit
22 Q	I'm sorry for this confusion. And that is the	22	of the sordid history of all this, does it not?
23	final judgment of the Superior Court that we just	23 A	Uh-huh. It does.
24	spoke about?	24 Q	All right. So -- it's not in this notebook --
25 A	Yes.	25	don't have the exhibit in front of us today, but
Page 54		Page	
1 Q	Okay. And then if we look at Tab 16, which is	1	are you aware of whether the Massachusetts Supreme
2	Exhibit 14.3, do you see that?	2	Court has ruled on any further appeals from the
3 A	I do.	3	Appeals Court?
4 Q	Okay. What is that?	4 A	They have denied any further -- they -- they denied
5 A	That appears to be additional information written	5	-- they did not -- they ruled they would not take
6	up by the Court. I believe that was provided for	6	up any further appeal. They agreed not to hear the
7	their rationale for denying the appeal.	7	case.
8 Q	Okay. Let me -- let me refer you to -- first of	8 Q	And that happened, I believe, on May 16th of this
9	all, this is from the -- the Appeals Court of the	9	year? Something like that?
10	Commonwealth of Massachusetts, is it not?	10 A	Yeah. I believe that's the date.
11 A	It is.	11 Q	Okay.
12 Q	Okay. Now, for the -- for the court down in South	12 A	Fairly recent.
13	Carolina's benefit, what is the Appeals Court in	13 Q	Okay. Now, at some point in time Professor Donovan
14	Massachusetts?	14	was found guilty and incarcerated of some crimes in
15 A	It is the stage in litigation that if something's	15	Massachusetts, was he not?
16	not -- a litigant can appeal from, you know,	16 A	That is correct.
17	District or Superior Court to the Appeals Court.	17 Q	Okay. Briefly, could you tell the Court what that
18	It is the step before going to the Massachusetts	18	was about?
19	Supreme Judicial Court.	19 A	I believe in 2016, he filed, I want to say, 26
20 Q	Okay. It would be -- okay. So it -- it is the --	20	fraudulent documents trying to change ownership or
21	it is the next to the last step in the appellate	21	assert ownership of properties that were owned by
22	process.	22	the Donovan siblings and owned by Trust One.
23 A	Right. Like the, you know, Federal Court of	23	Basically, tried to undo all of the other
24	Appeals.	24	agreements that he had previously agreed to: the
25 Q	Yeah. We -- we call it the Court of Appeals here.	25	initial settlement agreement, the mediation

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Page 57 1 settlement agreement, and the final settlement 2 agreement. 3 Q Kind of the same thing he did in the Aiken filings 4 where he tried to give -- give -- 5 A Exactly. 6 Q Tried to give Linda -- 7 A Exactly. He was -- 8 Q -- title of the property. 9 A He was found guilty of -- I -- well, I think it was 10 guilty of fraud. I don't have the exact order in 11 criminal court. He was sentenced, I believe, to 12 two years and a day in Massachusetts. 13 Q Okay. Was he also charged with forging a codicil? 14 A Yes. 15 Q Okay. Tell -- 16 A That was one of the documents he -- he had signed 17 and recorded, I believe, in 2016 in Essex County, 18 Massachusetts. 19 Q Give the Court the background on that. 20 A He tried to tell the Court that his son, John, that 21 he met with sort of privately up in Vermont, agreed 22 to a number of things. I don't have the codicil in 23 front of me. Basically changing John, Jr.'s estate 24 from benefiting his wife and children to providing 25 benefit to John, Sr.	Page 58 1 he emailed to me stating that he was just carrying 2 out John, Jr.'s wishes. He had secretly recorded 3 John, Jr., and spliced in different little snippets 4 to try to take that position that, you know, John 5 really wanted to do what the codicil called for, 6 not what John wanted to do. 7 Q And he actually sent that video to you? 8 A He sent it to me, and I sent it to John Donovan -- 9 excuse me, John Martin, the judge -- the 10 arbitrator. 11 Q Okay. And he was subsequently incarcerated? 12 A Correct. 13 Q Is -- do you know whether he is out of jail now? 14 A He is out of jail. He got out early, I think, for 15 medical reasons. 16 Q Okay. 17 A I don't know where he's staying now though. 18 Q Okay. Has Linda Donovan ever been a beneficiary of 19 the Aiken Trust? 20 A No. 21 Q Has she ever been a beneficiary of Trust One JJD? 22 A No. 23 Q Since November 10th, 2021, that is Judge Martin's 24 ruling divesting Professor Donovan of his interest 25 in the trust, since that day who has been in
Page 58 1 Q Professor Donovan? 2 A Professor Donovan. 3 Q Okay. So essentially he tried to cheat his -- his 4 own son's -- and was the son alive at the time this 5 happened? 6 A His son was alive at the -- no, wait a minute. His 7 son died in April 2015. 8 Q Okay. 9 A The -- I don't have the -- actually, I don't have 10 the date of the codicil signature. I know -- I 11 believe was recorded in Massachusetts in 2016. 12 Q And -- 13 A I know one of the findings was that he forged John, 14 Jr.'s signature. 15 Q Okay. And who found that? 16 A I believe the court in Essex County notified -- I 17 don't know who they specifically notified, but they 18 were concerned about all these documents coming in 19 at the same time in 2020 -- 2016. Excuse me. 20 Q And you're finding that it -- you're telling this 21 Court that it was adjudicated that he -- that 22 Professor Donovan had forged his own son's name to 23 a codicil to his son's will? 24 A He forged his son's name on a codicil. He 25 purported to put together a video which he -- which	Page 59 1 possession of the trust properties in Aiken? 2 A The Aiken Property Trust. 3 Q Who has been in possession -- 4 A Oh, been in possession. Excuse me. Linda Donovan. 5 Q Okay. Does Linda Donovan have a deed to that 6 property? 7 A No. 8 Q Does Linda Donovan have a lease to that property? 9 A No. 10 Q Has Linda Donovan ever paid rent for her occupation 11 of the Aiken properties? 12 A No. 13 Q Has -- has Defendant Linda Donovan ever -- we have 14 already talked about, she's not a beneficiary of 15 either trust. As trustee, do you believe Linda 16 Donovan has any right to be in the property? 17 A No. 18 Q So let me ask you this, Mr. Hurley. What are you 19 asking the Court to do? 20 A I'm asking Court to remove Linda Donovan from the 21 property. I, as trustee of the trust, need to deal 22 with an order from the Massachusetts court dealing 23 with another fraudulent transaction perpetrated by 24 Professor Donovan. There's a \$3.1 million 25 judgement against Professor Donovan and the assets

Page 61 1 of Trust One were attached as part of that 2 judgement. I need to sell all of the properties to 3 try to pay that judgement. 4 Q Okay. 5 A It's called -- the -- the litigation was the 6 "Brining," B-R-I-N-I-N-G," litigation. 7 Q And -- and just very briefly, what's the nature of 8 that litigation? 9 A The nature of that litigation is John Donovan 10 convinced Jennifer Brining to contribute cash to a 11 business he supposedly had an interest in called 12 "Send It Later," and I believe she contributed at 13 least a million dollars. I don't have the exact 14 figure. And the finding in her suit against 15 Professor Donovan was that he just used those funds 16 for personal expenses. 17 Q Now, Ms. Donovan's -- has asserted counterclaims in 18 this case against you. 19 A Uh-huh. Yes. 20 Q Okay. Do you -- first of all, it's against you 21 personally and also against the trust. Do you 22 believe the trust owes her any money? 23 A The trust probably owes her some money related to 24 the money that she contributed to the purchase. 25 Q Okay. Has she ever paid rent?	Page 1 She's never even been a -- 2 A She's never been a -- even been a beneficiary of 3 the trust, so I owed her no fiduciary duty either. 4 Q Okay. Have you ever had any sort of trust 5 relationship with Ms. Donovan at all? 6 A No. 7 MR. DETWILER: Thank you, Your Honor -- I mean, thank 8 you, Mr. Hurley. Ask any questions -- or answer 9 any questions Mr. Brodie may have for you. 10 THE COURT: All right. Defense? 11 MR. BRODIE: Your Honor, can we take five-minute break? 12 THE COURT: Yeah. Let's take a ten-minute break. 13 (Off the record from 11:14 a.m. 14 until 11:31 a.m.)) 15 THE COURT: Have a seat. All right. We've completed 16 direct examination for Mr. Hurley on behalf of the 17 plaintiff, and now defense will cross-examine. 18 MR. BRODIE: Yes, Your Honor. Just give me one second 19 here. 20 THE COURT: All right. 21 MR. BRODIE: I'm going to get some water here. 22 Mr. Hurley, do you need any water? 23 WITNESS HURLEY: No. I'm good. 24 MR. BRODIE: Are you good? You ready, Your Honor? 25 THE COURT: Ready.
Page 62 1 A No. 2 Q Okay. But she quitclaimed her interest in the 3 property in the 2020 corrective deeds, did she not? 4 A Correct. 5 Q Okay. And so, when you say the trust probably owes 6 her money, is that just -- is that just a feeling 7 you have? 8 A It's -- well, it's just -- I know she contributed 9 some funds towards the purchase. 10 Q Okay. Now, she sued you personally for breach of 11 fiduciary duty. You're aware of that? 12 A Yes. 13 Q Okay. But she's never been a beneficiary of either 14 of these trusts? 15 A No. 16 Q Okay. How could she sue you for a -- for breach of 17 fiduciary duty? 18 A She can't. Once -- once Judge Martin removed 19 Professor Donovan's beneficial interest, Professor 20 Donovan sent me a threatening letter saying he was 21 going to sue me for breach of fiduciary duty. I 22 confirmed with Judge Martin that I -- he said I do 23 not -- I didn't even have to respond because I owed 24 no fiduciary duty to Professor Donovan. 25 Q Okay. But we're talking about Linda Donovan.	Page 1 CROSS-EXAMINATION OF MR. HURLEY 2 BY MR. BRODIE: 3 Q Okay. Mr. Hurley, I'm Brad Brodie. I represent 4 Linda Donovan -- 5 A Yes. 6 Q -- in this case that you brought against her. You 7 testified some about the family and the various 8 exhibits. I think the easiest thing for me to do 9 is sort of go through them similar to the way 10 Mr. Detwiler did. Exhibits 1 and 2 were the -- the 11 deeds to the Aiken Property Trust, correct? 12 A Correct. 13 Q And was it -- was it your understanding that 14 Mrs. Donovan was going to live in the -- in the 15 properties here in Aiken? 16 A Yes. 17 Q Was Mr. Donovan going to live here too possibly? 18 A I don't know that for a fact. He never said that 19 to me. 20 Q And you're aware Ms. Donovan, in fact, did move in 21 the properties and has been there ever since? 22 A Yes. 23 Q And you -- you know that she did contribute funds 24 for the purchase of the properties? 25 A Yes.

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1	Q Because of the wire transfers?	1	A Yes.
2	A Yes.	2	Q And then how much money -- and -- or -- or
3	Q And isn't it true that Mr. Donovan also contributed	3	properties were put into Mr. -- or John Donovan,
4	money personally to the -- for the purchase?	4	Sr.'s Trust One JJD?
5	A Yes.	5	A How much?
6	Q And isn't it true that the remainder of the money	6	Q The -- like how much was Devon Glen worth, roughly?
7	came from Trust One JJD?	7	A Don't know.
8	A Correct.	8	Q Or Vermont?
9	Q And isn't it true that Mr. Donovan, John Donovan,	9	A Don't know.
10	Sr., was the sole beneficiary of Trust One JJD?	10	Q Well, we know what Aiken was purchased for?
11	A Yes. But the source of those funds came from	11	A Correct.
12	assets that he did not contribute to Trust One JJD.	12	Q And then there was also furniture. There was
13	Q Well, you said that, but isn't it true that there	13	something called Sagamore land. Is it in excess of
14	was a settlement agreement amongst this family?	14	\$5 million?
15	A There were several settlement agreements. And in	15	A I can't say for certain.
16	all of them he renounced his interest in all of the	16	Q Didn't you close the transactions for Devon Glen?
17	properties. He represented he had no interest in	17	Weren't you the trustee?
18	any of the properties in the initial settlement	18	A No.
19	agreement in 2003, in the mediation settlement	19	Q You weren't the trustee of -- of -- or I guess you
20	agreement in 2004, and the final settlement	20	were the successor trustee?
21	agreement.	21	A I was the successor trustee.
22	Q Well, hold on. That's not what I asked you. Let	22	Q Okay. Is it fair to say it was millions of
23	-- let's look at Exhibit 3. This is what -- what	23	dollars' worth of properties?
24	you were referring to as a "FSA," which led to the	24	A If I had to speculate, yes.
25	creation of Trust One. Do you remember this	25	MR. DETWILER: Objection.
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1	document, the FSA?	1	A But I have no idea.
2	A Yes.	2	MR. DETWILER: I would prefer the witness not
3	Q Doesn't this appear to set up three trusts?	3	speculate.
4	A Yes.	4	A I'm not -- I'm not a valuation expert.
5	Q The first trust on Exhibit 3, Page, I guess, 1	5	Q Are you still -- do you still hold title as trustee
6	says, "Beneficiary JJD." Is that referring to	6	to Devon Glen in Vermont?
7	Linda Donovan's husband John Donovan, Sr.?	7	A To Devon Glen in Hamilton, Massachusetts, and
8	A Yes.	8	Pomfret, Vermont, yes.
9	Q Or a trust for the benefit of JJD, correct?	9	Q Okay. And were you -- are you aware that you know
10	A Yes.	10	what the -- the tax assessments are on these
11	Q All right. Does it describe any other beneficiary	11	properties?
12	other than John Donovan, Sr.?	12	A Not off the top of my head.
13	A No.	13	Q According to Exhibit 3 in Trust One, I don't see
14	Q Yeah. Under -- under Trust One?	14	any successor beneficiary named in this family
15	A No.	15	settlement agreement for Trust One, do you?
16	Q And so the -- the children are not beneficiaries of	16	A I don't believe so.
17	Trust One JJD, correct?	17	Q Now, in this family settlement agreement, there was
18	A Correct. Under the strict terms outlined here,	18	also to be a Trust Two, it appears?
19	they are not beneficiaries.	19	A Yes.
20	Q And the initial trustee, I guess, was going to be	20	Q Okay. It describes "Beneficiaries: four siblings
21	John Donovan, Jr., correct?	21	or a trust." And then it says, "Trustee:
22	A Correct.	22	professional trustee." And then it -- it lists
23	Q And then it describes a term of -- of John's death	23	Sagamore land and -- and other property, cash.
24	or ten years, which could be shortened to six	24	Were you the -- the trustee of this trust, and
25	years, right?	25	what's the name of this trust?

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1 A	I'm not the trustee of this trust.	1	forth in 1.2"?
2 Q	Do you know what the name of that trust was?	2 A	It does state that.
3 A	No.	3 Q	So it was an irrevocable trust at that time when it
4 Q	And then there was also a third trust JJD, Jr. And	4	was created?
5	then it also was going to get Sagamore land and it	5 A	Yes.
6	appears to be Seagate Main House; is that correct?	6 Q	Do you understand what that means?
7 A	That's what it states, yes.	7 A	Yes.
8 Q	All right. Were you trustee of this trust?	8 Q	That means -- what does it mean then?
9 A	No.	9 A	It means that the trust cannot be changed, but for
10 Q	Do you know who it was?	10	-- there's a 1.2 that gives the trustee power to
11 A	It states that John Donovan, Jr., was the trustee.	11	amend the trust if it's determined such amendment
12 Q	Okay.	12	is appropriate to cure ambiguities and
13 A	I'm assuming that's the son, John Donovan.	13	inconsistencies or defects in the declaration of
14 Q	So wasn't this -- this family settlement agreement	14	the trust.
15	a division of a lot of property and money amongst	15	But I also believe Judge Martin remained
16	this family?	16	in control of all aspects of this trust as the -- I
17 A	It was. But you'd have to go back to the other	17	think he was called -- I forget what he was called
18	settlement agreements in which John Donovan stated	18	-- I think he was -- he was called the "independent
19	-- and actually, within the final settlement	19	manager."
20	agreement, there was a separate agreement with	20 Q	And so Justice Martin has been on a decades' long
21	Linda Donovan in which she stated she had no	21	arbitration proceeding with Mr. -- with John
22	interest in any --	22	Donovan, Sr., and his family, right?
23 Q	All right.	23 A	Correct.
24 A	-- of the properties.	24 Q	But yet he's named as a manager in the very trust
25 Q	Well, that -- that wasn't a question, though. I	25	agreement that he's supposed to arbitrate?
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1	was -- it was just: Was this a settlement of -- of	1 A	Well, I think the context of that is --
2	a multimillion-dollar estate or multi -- multi --	2 Q	Oh, no, no. That -- answer my question.
3	multimillion dollars' worth of properties and cash	3	MR. DETWILER: Objection, Your Honor. Allow
4	amongst the family?	4	the witness to answer.
5 A	Yes.	5	THE COURT: As long as it's in response to the
6 Q	All right. Thereafter -- and there was also going	6	question. Ask the question again.
7	to be a -- I guess a -- a termination within ten	7 A	Ask me the question again.
8	years, according to this, the term of the -- of	8	THE COURT: Ask the question again.
9	Trust One was going to be ten years or six if Judge	9 Q	Isn't John Martin -- hasn't he served as arbitrator
10	Martin approved it; is that right?	10	for over ten years over a trust that he's named as
11 A	If -- if Judge Martin finds that John Donovan, Sr.,	11	an independent manager in?
12	has acted in good faith.	12 A	Yes.
13 Q	Is good faith defined anywhere in there?	13 Q	Do you not see the conflict of interest in that?
14 A	I do not believe it is.	14 A	No.
15 Q	All right. Thereafter, Exhibit 4 was created,	15 Q	You don't see that -- that he's acting as a quasi-
16	Trust One JJD?	16	manager of the trust and then yet he's been asked
17 A	Correct.	17	to arbitrate disputes amongst the family for the
18 Q	That right?	18	last ten years? You don't -- you don't see a
19	And this was created on or about January 12th,	19	conflict there?
20	2010, about three years after the family settlement	20	MR. DETWILER: Your Honor, I object to this --
21	agreement, correct?	21 A	No.
22 A	Correct.	22	MR. DETWILER: -- whole line of --
23 Q	Does it also say in -- in Section 1.1 of the trust	23	THE COURT: (To Witness Hurley) Hold on.
24	agreement, "This trust shall be irrevocable and not	24	MR. DETWILER: I object to this line of
25	subject to amendment or alteration except as set	25	questioning. This is not relevant to the issues

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Page 73 1 before this Court. Mr. Brodie -- as I predicted 2 yesterday in our motions hearing, Mr. Brodie is 3 trying to relitigate things that this court cannot 4 decide. And either they've already been decided 5 and dealt with, or they're for some -- some other 6 arbitration or -- or judicial proceeding. 7 Certainly not this case. There -- there's nothing 8 in the pleadings that -- that would suggest that -- 9 that the -- the issue of some sort of imagined 10 conflict of interest of Judge Martin is in -- is 11 before this Court. 12 THE COURT: All right. Mr. Brodie, your 13 response? 14 MR. BRODIE: Your Honor, I would just like 15 that question answered, and I'll move on. I -- I'm 16 -- I'm going somewhere with this. 17 THE COURT: I'll give you a little leeway. 18 You can answer that question and then we'll see 19 where it goes. But you can renew your objection if 20 we keep going down the same road. 21 MR. BRODIE: And I -- I think maybe he did. 22 He said that he didn't think it was a conflict of 23 interest. That's what I think he stated; is that 24 right? 25 WITNESS HURLEY: Correct.	Page 74 1 spent from the trust, Your Honor, that was supposed 2 to be for her husband -- her husband's benefit. In 3 other words, that he's spending money on 4 arbitrations but not paying anything for 5 Mr. Donovan who was sole beneficiary of his trust. 6 MR. DETWILER: But, Your Honor, the whole 7 point is Linda Donovan has never been a beneficiary 8 of this in any fashion. And Mr. Donovan's interest 9 has been divested and forfeited by his own actions. 10 And so why -- how does that have any relevance to 11 whether she has any colorable right to occupy this 12 property? That's the only issue before this Court. 13 MR. BRODIE: And, Your Honor, to his 14 credibility -- to the witness's credibility just 15 some history on what's going on here. 16 THE COURT: Well, I don't know that I see the 17 relevance of the payment to the arbitrator and 18 decisions on that, as opposed to other things, how 19 that's relevant to the action that we're here on 20 today. So I'm going to sustain that objection and 21 let you move on from that line of questioning. 22 MR. BRODIE: Okay, Your Honor. 23 THE EXAMINATION BY MR. BRODIE CONTINUES. 24 Q When is the last time you made a payment to Linda 25 Donovan or John Donovan from the Trust One JJD or
Page 74 1 THE COURT: You agree with that? 2 WITNESS HURLEY: Correct. 3 THE COURT: Okay. 4 THE EXAMINATION BY MR. BRODIE CONTINUES. 5 Q How much money have you paid to John Martin in 6 arbitration fees? 7 A I don't remember. I'd have to go back to the 8 records of the trust. 9 Q I mean, can you give an estimate? Are we 10 talking -- 11 MR. DETWILER: Your Honor, I renew my 12 objection. 13 A I -- I don't want to speculate. 14 MR. DETWILER: (To Witness Hurley) Stop. 15 THE COURT: When he objects, you'll stop. 16 WITNESS HURLEY: Sorry. 17 THE COURT: I'm sorry. 18 MR. DETWILER: Yeah. If I object, stop. 19 Okay? I'm sorry we didn't talk about that before. 20 I object -- renew my objection. It's not relevant 21 to this proceeding. 22 THE COURT: Mr. Brodie, what's the relevance 23 of the payment to the arbitrator? 24 MR. BRODIE: Well, my -- my other question was 25 going to -- you know, about the money he -- he	Page 75 1 the Aiken Property Trust? 2 A I don't believe I've ever made a direct payment to 3 either. 4 Q In, I guess it's been, what, ten years since it was 5 set up, roughly? 6 A Correct. 7 Q Well, what have you been paying? 8 A I've been paying some real estate taxes, insurance. 9 I've been paying legal fees trying to defend the 10 trust against the Brining litigation to try to 11 avoid the attachment of those trust assets. I've 12 been paying legal fees to the attorneys of the 13 Donovan siblings for the misdeeds of John Donovan, 14 Sr., and all the various arbitration proceedings 15 that took place after I became trustee. 16 Q Did you pay for an attorney for Mr. Donovan, John 17 Donovan, Sr.? 18 A I don't think he had an attorney. I don't recall. 19 Q And you -- you just testified you're paying for the 20 -- his children's attorneys -- 21 A Per the order of Judge Martin. You have to 22 understand, I could pay nothing from this trust. I 23 had no discretion. Judge Martin controlled 24 anything that needed to be paid from this trust. 25 Anything I wanted to pay, I had to get his

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1	permission to pay it.	1	and is not a beneficiary of this trust.
2 Q	Exactly. And yet he was the arbitrator.	2	THE COURT: How does accounting to John, Sr.,
3 A	Well, he was the arbitrator in dealing with the	3	affect what we're here on today?
4	misdeeds related to the false filings by John	4	MR. BRODIE: Just to show Your Honor the
5	Donovan.	5	mismanagement of this trust and, you know, that
6 Q	Now, was there ever a -- an actual -- are you aware	6	he's suing John Donovan, Sr.'s wife to kick her out
7	of any civil judgment in a -- in -- from -- that	7	of the house that was intended for her use.
8	the children had against their father other than	8	MR. DETWILER: The -- Your Honor, the
9	this arbitration proceeding?	9	mismanagement or lack of mismanagement, if you
10 A	Nothing comes to mind. There may -- I know that	10	will, in the double negative, is not an issue in
11	they were -- they -- as part of the settlement	11	this case.
12	agreements, they agreed to release each other, stop	12	MR. BRODIE: I mean, that's a normal statutory
13	any litigation. I was not -- that was before my	13	duty. I'm just --
14	time. I am not aware of anything specifically.	14	MR. DETWILER: But -- I'm sorry. I didn't
15 Q	You also mentioned earlier that you were going to	15	mean to interrupt. But, Your Honor, Linda Donovan
16	sell these properties to pay a judgment against	16	is the defendant in this case. She has no interest
17	John Donovan, Sr.?	17	in this trust. She's never been named a
18 A	Correct. Those assets have been attached per the	18	beneficiary. She has no culpable right to this
19	Massachusetts court.	19	property. She has no right to -- she has no -- she
20 Q	So doesn't that beg the question: If -- if they're	20	-- she has no right to expect a fiduciary duty owed
21	not his assets, how are you going to use them to	21	by this man or the trust. And -- and so she has no
22	pay a judgment? If they're not John Donovan, Sr.'s	22	right to an accounting or -- or even to ask in this
23	assets, how are you going to use --	23	proceeding for any accounting on behalf of her --
24 A	Because the children have agreed to use those	24	of her husband.
25	assets to pay the judgment.	25	THE COURT: Well, I think the objection goes a
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1 Q	And again, but the children were not a beneficiary	1	little beyond the question, Number 1.
2	of Trust One JJD?	2	MR. DETWILER: I -- I have no --
3 A	No. But the children contributed the assets that	3	THE COURT: But I will --
4	went into Trust One when Professor Donovan lost his	4	MR. BRODIE: It should -- I don't want a copy.
5	beneficial interest per the judge.	5	I'm just asking if he did it.
6 Q	Well, I -- I guess they -- they were not	6	THE COURT: Well, I understand. My issue is a
7	beneficiaries named in Trust One JJD or in the	7	little bit that the question is in the nature of
8	Aiken Property Trust, right? By -- by the	8	John Donovan, Sr., has the account did anything for
9	documents themselves, they're not beneficiaries?	9	him, who's not a party to the action here today. I
10 A	Correct.	10	understand he was named in some trust documents as
11 Q	Only through this arbitration proceeding that's	11	a beneficiary in the history that's been placed on
12	sort of been -- was -- was, I guess, modified by	12	the record unopposed since then. I'll let you ask
13	John Martin? It wasn't done by the trustee. It	13	the question about the accounting, but, you know,
14	wasn't done by John, Jr., who set up the trust. It	14	if we keep going down this road on John, Sr., I --
15	was done by the -- through the arbitration	15	I -- I think there's an end to it. (To Witness
16	proceeding?	16	Hurley) But you -- you can answer that question.
17 A	Correct.	17	I'll note the objection.
18 Q	Okay. And this was a irrevocable, like you said?	18	MR. DETWILER: And -- and my objection is just
19 A	That's what it states. But I do know Judge Martin	19	simply relevance. Thank you, Your Honor.
20	retained some control.	20	THE EXAMINATION BY MR. BRODIE CONTINUES.
21 Q	Did you ever give an accounting to John Donovan,	21 A	Ask the question again.
22	Sr., of the Trust One JJD?	22 Q	Well, it was -- it was two. Did you ever give John
23	MR. DETWILER: Objection, Your Honor. Same	23	Donovan, Sr., an accounting for Trust One JJD or
24	objection. This just goes well beyond what we're	24	the Aiken Property Trust?
25	here for. John Donovan is not here, can't be here,	25 A	Not for the Aiken Property Trust, but I did give

Page 81 1 him an accounting several years ago. He had 2 requested one, so I sent him a report from our 3 files. 4 Q Okay. And that was it? 5 A Yes. 6 Q All right. Turning to Exhibit 5. I'm just trying 7 to go through the exhibits. This was -- you 8 testified some about this amendment. I -- I see 9 Mr. Donovan signed it, Senior, but I didn't see any 10 other signatures on this amendment. Were there 11 other signatures on this and you just didn't -- we 12 don't have all of them for this Exhibit 5? Do you 13 know? 14 MR. DETWILER: Your Honor, I think that's my 15 fault. 16 MR. BRODIE: I think maybe Rick had given me 17 this one. I think maybe I've seen other signatures 18 on this. 19 MR. DETWILER: I -- I -- -- I believe that 20 there is -- there are multiple signature pages, 21 each one signed a different page. 22 THE COURT: Understood. Is that an agreement 23 of the parties or do you want -- it's not an 24 improper question based on the exhibit that's in 25 here.	Page 1 Q Okay. You're right. About nine, I guess. 2 A But I also believe there was an order in the 2017 3 arbitration in which Judge Martin ruled that all 4 expenses prior to 2018 that -- that John Donovan 5 were -- was going to receive, he could not be paid 6 as one of the conditions, one of the -- the -- the 7 rulings and sanctions in the 2017 arbitration. 8 Q Despite him being the sole beneficiary, he was -- 9 that -- that was the order? 10 A That was the order, yes. 11 Q All right. Exhibit 6, this is the Aiken Property 12 Trust, correct? 13 A Yes. 14 Q And isn't it true that the -- the beneficiary was 15 Trust One JJD? 16 A Correct. 17 Q And it -- and -- and it at that time the sole 18 beneficiary was John J. Donovan, II? 19 A Correct. 20 Q And not the children whatsoever? 21 A Correct. He was the beneficiary of Trust One JJD. 22 Q Isn't it -- I know you're -- you're an attorney 23 too, and -- and a CPA, but is it normal to -- does 24 a court normally change beneficiaries of a trust -- 25 of an irrevocable trust that -- that aren't
Page 82 1 MR. DETWILER: It is not an improper question, 2 Your Honor. 3 THE COURT: All right. You can -- 4 MR. DETWILER: I'm just trying to explain. 5 THE COURT: -- answer the question if you 6 know, sir. 7 THE EXAMINATION BY MR. BRODIE CONTINUES. 8 A I don't know. I -- I -- I'm not sure I saw them, 9 but I believe there are other signature pages. 10 Typically, when some of these documents were 11 signed, there were multiple signature pages. 12 Q Under Paragraph 5, I guess it says, "Trust One JJD 13 may pay certain JJD expenses." I think you may 14 have already testified -- "Trust One JJD may pay 15 ordinary, personal, and customary living expenses 16 of JJD up to a total amount of 200,000 subject to 17 Judge Martin's or his successor's prior written 18 approval"; is that right? 19 A That's what it states. 20 Q And then you testified that you haven't paid any 21 expenses. 22 A Correct. 23 Q Okay. This is dated March 2007, so that's been 17 24 years; is that right? Well, maybe this is -- 25 A No. This is dated December 2014.	Page 1 described in the trust? 2 MR. DETWILER: Objection, Your Honor. I think 3 he's asking this witness for a legal conclusion. I 4 realize he's a lawyer, but he is not qualified as 5 an expert. He's certainly not qualified even as an 6 -- even if he were an expert, he cannot qualify to 7 tell you what the law is. 8 MR. BRODIE: I'll withdraw that question, Your 9 Honor. 10 THE COURT: All right. 11 MR. BRODIE: I mean, it -- it's a -- 12 Q Under Section 5.1 of the Aiken Property Trust, 13 Mr. Hurley -- 14 A Yes. 15 Q -- doesn't it provide that the trust may be 16 terminated at any time by notice in writing from 17 all of the beneficiaries? 18 A Yes. Provided that such termination shall be 19 effective only when a certificate that are assigned 20 by the trustees shall be recorded with the Registry 21 of Deeds. 22 Q And -- and isn't it true that Mr. Donovan was -- or 23 Trust One JJD was the beneficiary and Mr. John 24 Donovan, Sr., was the sole beneficiary; is that 25 right?

Page 85		Page 86	
1	A Yes.	1	know, that there's this quitclaim deed that
2	THE COURT: He was the sole beneficiary of --	2	Mr. Donovan did, and, you know, I don't know if he
3	A Of Trust One JJD.	3	thought he was exercising his rights under this,
4	THE COURT: -- Trust One JJD, right?	4	but it does provide that in the document, is all
5	A Yes, not of the Aiken Property Trust.	5	I'm trying to get to. It does provide that
6	Q Okay. And then under 5.2, doesn't it provide that,	6	provision, 5.1, a termination and a conveyance.
7	"In the case of termination, the trustee," that	7	MR. DETWILER: Your Honor, we'll stipulate
8	being you, "shall transfer and convey the specific	8	that the document says what it says.
9	assets constituting the trust estate subject to any	9	MR. BRODIE: Okay. Yeah, that's fine.
10	leases or mortgages . . . to the beneficiaries as	10	THE COURT: All right. Let's move on from
11	tenants in common"; is that right?	11	that.
12	A That's what it states.	12	THE EXAMINATION BY MR. BRODIE CONTINUES.
13	Q So, if it was terminated, you would be court-	13	Q All right. Thereafter, we've got Exhibit 7. And
14	required to deed the property to Mr. Donovan, Sr.	14	you testified about this. This is where Mr.
15	-- John Donovan, Sr.?	15	Donovan -- Professor Donovan recorded the document
16	MR. DETWILER: Objection, Your --	16	and then everybody jumped up and down about this,
17	A No.	17	right? Everybody in the family, the siblings got
18	MR. DETWILER: Objection, Your Honor. Again,	18	angry about this?
19	relevance. It has not been terminated. There's no	19	A When they discovered it, yes.
20	evidence anywhere that I've ever seen that it's	20	Q Yeah. And so why -- why did that happen, do you
21	been terminated, and this is not relevant to the	21	believe? If they're not beneficiaries of the
22	what's before the Court.	22	trust, why are they so angry about this? Well,
23	THE COURT: Mr. Brodie, relevance on this one?	23	what happened? I mean --
24	MR. BRODIE: Well, Your Honor, it was on the	24	A I -- I'm -- I'm not understanding your question.
25	quitclaim deed that they've brought up that he	25	Q Well, who -- who -- who lodged the complaint with
1	didn't have the right to do what he did. But the	1	the arbitrator?
2	Aiken Property Trust has language in there allowing	2	A The siblings. The Donovan siblings.
3	the beneficiary, you know, according to this, to	3	Q But they're not beneficiaries of the trust, though,
4	terminate the trust and order the trustee to do a	4	right? I guess they're not beneficiaries, but they
5	conveyance.	5	lodged the complaint; isn't that correct?
6	THE COURT: But it --	6	A They lodged the -- they lodged the complaint. The
7	MR. DETWILER: But -- but it was fraudulent.	7	assets that went into the trust were all owned by
8	He admitted that it was fraudulent, it was found to	8	the Donovan siblings.
9	be fraudulent by multiple levels of appellate	9	Q I know I've heard you say that numerous times, but
10	review, and, in fact, he did not have the authority	10	I -- and I'll get to that one in a minute. So the
11	or the ability to convey the property; that's	11	people that complained about this were the children
12	particularly forbidden in the trust documents. And	12	-- about this deed Exhibit 7, were the -- were the
13	it is not relevant to whether Ms. -- Ms. Donovan	13	siblings of Mr. Donovan?
14	has a right to be in the property today.	14	A Yes.
15	MR. BRODIE: Well, Your Honor, it's -- it --	15	Q Okay.
16	it's -- it's -- it's what's described in the trust	16	THE COURT: Well, the children of Mr. Donovan,
17	is -- is that it says that it can be terminated by	17	right?
18	the beneficiary, and then the trustee's supposed to	18	A His -- children of Mr. Donovan.
19	convey it over to the -- the beneficiary.	19	Q Yeah.
20	THE COURT: You're asking if that's just a	20	THE COURT: Not siblings, okay.
21	condition named in the document, which kind of	21	Q Yeah. This is the children. Right.
22	speaks for itself in that regard. But is there any	22	All right. Turning to Exhibit 8, the
23	relevance to it as far as the action we're here on	23	stipulation that he signed, I guess, in this
24	today?	24	arbitration. Now, I noticed the caption here in
25	MR. BRODIE: Well, the relevance would be, you	25	Exhibit 8, Mrs. Donovan was not a named party in

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Page 89 1 this arbitration, was she? Linda Donovan? 2 A I don't believe she was. 3 Q And isn't it true that, also, William Hurley as 4 trustee of the Aiken Property Trust is also not a 5 defendant or plaintiff in this arbitration 6 proceeding? 7 A Correct. 8 Q And is it also true that Trust One JJD is not a 9 plaintiff or defendant in this arbitration 10 proceeding before Judge Martin? 11 MR. DETWILER: Your Honor, again, I object to 12 relevance. We're -- we're going to be here all day 13 relitigating the Massachusetts proceedings that 14 have already been determined final by the 15 Massachusetts Supreme Court. 16 THE COURT: Well, I'll let him ask those 17 questions about who were named as parties in that 18 regard, and I will see where it goes. I'll let you 19 renew the objection if we get into questions about 20 the document or the ruling itself. 21 MR. DETWILER: Thank you. 22 A What's your question again? 23 Q The question was: Isn't it true that Trust One JJD 24 and also you, as trustee of the Aiken Property 25 Trust, are not plaintiffs or defendants in the	Page 89 1 April 27th, 2015, and recorded in the office of the 2 RMC for Aiken County, South Carolina in RB 4549, 3 Page 2386 to 2388." Is that right? 4 A That's what -- 5 Q It does have this little clause in there? 6 A That's what it states. 7 Q Okay. All right. So this is dated January 9th, 8 2020. And then let's turn to Exhibit 12, which is 9 the "Award" that you testified about. If you'll 10 turn to the conclusion. 11 A Yes. 12 Q This is -- this is also -- again, you're not a 13 party to this case as trustee and neither is Linda. 14 You -- you know, in -- in this arbitration. You're 15 not a defendant. 16 A No. 17 Q He -- doesn't -- doesn't John Martin, the 18 arbitrator, say, "To some it may seem cruel to 19 strip Professor Donovan of assets that have been 20 derived from his efforts"? Didn't you -- you -- 21 you've previously testified that all this money 22 that went into these properties and so forth came 23 from all the children. But isn't it true that -- 24 that this arbitrator here says that it may seem 25 cruel to strip Professor Donovan of assets that
Page 90 1 arbitration before Justice Martin that -- you know, 2 that's shown as Exhibit 8? The caption there. 3 A I believe -- in the caption, yes. I believe that's 4 the case. 5 Q And you weren't -- you weren't a party? You didn't 6 file -- you didn't -- you didn't file an answer? 7 You weren't served a summons and complaint, were 8 you? 9 A I don't believe I was. 10 Q Okay. Then turning to Exhibit 9, I guess we have 11 the "Award" from 2019. All right. And I don't 12 have any questions on that one. Exhibit 11, this 13 is the quitclaim deed dated January 9th, 2020, it 14 appears; is that right? 15 A I'm trying to find the date in the back. 16 Q It was executed by -- 17 A Oh, executed by Professor Donovan on January 9th, 18 yes. 19 Q Right. And doesn't this contain language there -- 20 it says -- on Page 2, it says, "By this grant, the 21 undersigned hereby release and terminate any and 22 all right, title, and interest that may have been 23 created in the option to purchase and right of 24 first refusal stated in a certain life estate, 25 will, and option to purchase real estate, dated	Page 90 1 have been derived from his efforts; is that right? 2 A That's what it states. 3 Q "It may be argued that in doing so, he will be left 4 in poverty"; is that right? 5 A That's what it states. 6 Q And this -- this award forfeiting his purported 7 interest in the -- in these trusts is dated 8 November 10th, 2021, correct? 9 A Correct. 10 Q Which is only, I guess, a year -- about a year and 11 a half after the -- the quitclaim deed was done. 12 So, in other words, he was asked to sign a 13 quitclaim deed back to you, Mr. Donovan and Linda, 14 and then a year and a half later, John Martin 15 forfeits their entire interest -- his entire 16 interest in all these properties, right? That's 17 the timing of this. 18 A That's the timing of it. Doesn't tell the entire 19 story, but that's the timing of this. 20 Q And then where does -- where is -- where -- so 21 where does the -- since there's no successor 22 beneficiaries named in these trusts, where does 23 John Martin -- who -- who gets the property? 24 A The Donovan siblings. 25 Q His children?

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Page 93 1 A It's -- it was their property -- 2 Q Well, no. 3 A -- that went into the trust. 4 Q Well, that's -- that wasn't my question. So, who 5 -- so you're saying -- who gets the property? You 6 said the -- the Donovan children. 7 A If -- that is my understanding: the Donovan 8 children. I will -- as the trustee of the trust, I 9 am under the direction of Judge Martin. 10 Q Well, I know you may think that. Okay. 11 A Oh, I know that. 12 Q I got you. 13 A My -- my appointment states it specifically. 14 Q Doesn't it also provide in the conclusion -- it 15 says in Paragraph 2, "Over the course of my service 16 as mediator and arbitrator of the disputes between 17 Professor Donovan and his children, I have been 18 told that the children wanted to keep Professor 19 Donovan from having control of substantial assets 20 because they feared that he would use whatever 21 assets he had to do them harm"; is that right? 22 A That's what it states. 23 Q So the children wanted to keep Professor Donovan 24 from having control of the assets that he was 25 supposed to be sole beneficiary of, correct?	Page 1 A Yes. 2 Q For, I guess, nearly 20 years, right? 3 A Yes. 4 Q But in the end, whose assets were stripped and 5 given to the children? 6 A My understanding is that the assets were 7 transferred to the children in the 1990s because 8 there was concern about creditor issues against 9 Professor Donovan. So the assets were transferred 10 to the children. 11 Q I mean, at the end of the day, what I'm saying is 12 the Trust One was set up -- Trust One JJD and then 13 the Aiken Property Trust -- and at the end of the 14 day, through all this arbitration, essentially what 15 we've got now is Mr. Donovan was going to be a -- 16 was the sole beneficiary; Linda was living there. 17 But now we're over here and the children are now 18 going to be the beneficiaries of these properties, 19 is what your understanding is. 20 A Technically. But I'm not sure what's going to be 21 left after I sell the properties and pay the 22 judgment that I have to pay. 23 Q Fair enough. And isn't it true you filed an 24 ejectment action against Linda Donovan about two 25 years ago to eject her out of the house that she
Page 94 1 That's what we're talking about. 2 MR. DETWILER: Your Honor, objection: 3 relevance. 4 THE COURT: All right. Mr. Brodie, response 5 on relevance? 6 MR. BRODIE: I -- just -- just that, you know, 7 that's in -- that's in evidence, Your Honor. That 8 exhibit, it was -- it was the arbitrator stating 9 that the children wanted to keep Professor Donovan 10 from using his assets to attack them. 11 THE COURT: I think he's agreed that the -- 12 that's what the language is. He's formed no 13 personal -- I mean, I think response has been, 14 "That's what the document says." Am I correct in 15 that? 16 WITNESS HURLEY: Yes, Your Honor. 17 THE COURT: All right. To that extent, I'll 18 let him ask the question. 19 MR. DETWILER: Thank you, Your Honor. 20 Q And that's what the document says, right? 21 A Yes. That's what the document says. 22 Q So I know there's -- there's been a lot between 23 this family, obviously, right? 24 A Yes. 25 Q A tremendous amount of -- of -- of turmoil?	Page 1 was living in here in Aiken? 2 A I'd have -- you'd have to show it to me. 3 Q You're in Aiken -- before this case, there was a 4 case in the New Ellenton Summary Court. You don't 5 recall that? 6 A I don't recall that. You'd have to show it to me 7 to refresh my recollection. 8 Q And thereafter, you filed this case. You sued 9 Linda Donovan in your capacity as trustee to have 10 her ejected from the house like you testified to 11 earlier? 12 A Correct. 13 Q Did you also file a trespass notice against her 14 husband? 15 A Yes. 16 Q For the property here in Aiken? 17 A I don't remember if it was here. I know we -- we 18 did in Massachusetts. 19 Q Have you ever had to do such a thing before as -- 20 as, you know, someone's trustee? 21 A No. 22 Q Who asked you to do that? 23 A I don't remember specifically. We -- it was done 24 to -- to keep him away from the property and not -- 25 to not do any damage to the property. There's some

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Page 97 1 damage to the Hamilton property that we had to pay 2 a settlement to Harvard University that he was a 3 part of. The goal was to keep him away from the 4 property so that we could get it ready for sale. 5 Q Are you aware that Mrs. Donovan has been 6 maintaining the properties in Aiken, South 7 Carolina? 8 A I suspected she was as -- as a resident there. 9 Q Because the -- because the Aiken Property Trust has 10 not been funding maintenance or improvements in 11 Aiken and to the Aiken properties; isn't that 12 right? 13 A Correct. 14 Q Have you been to the Aiken property recently? 15 A I drove by the other day when I arrived in town. 16 My wife and I drove by it on Monday. 17 Q When's the last time you talked to John Donovan, 18 Sr.? 19 A I couldn't even tell you. It was certainly well 20 before his criminal trial. 21 Q Has that been several years? 22 A Certainly several years. 23 Q I get -- maybe I asked this. Did you hire counsel 24 for the Aiken Property Trust to defend any actions 25 in Massachusetts? Did you hire a lawyer to defend	Page 1 A Yes. 2 Q Middle of the page. It says that, "All parties 3 acknowledge that the five siblings are the sole 4 owners, directly or indirectly, of all the 5 interests in the properties," and that is the 6 properties that were the subject of this final 7 settlement agreement; is that correct? 8 A That is my understanding, yes. 9 Q Okay. Which is consistent with what you said a 10 while ago that the siblings contributed all the 11 property? 12 A Correct. 13 Q Okay. And -- and all of those properties that the 14 siblings contributed were divided up into these 15 three trusts that were referred to in this final 16 settlement agreement? 17 A Correct. 18 Q Okay. And all of these siblings were parties to 19 this agreement as far as you know? 20 A Yes. 21 Q Okay. And Mr. Donovan was a party to this -- 22 A Yes. 23 Q -- settlement agreement? And Linda Donovan 24 actually acknowledged in another document that's 25 not in -- in -- in evidence here, that -- that she
Page 98 1 the trust, the Aiken Property Trust? 2 A The Aiken Property Trust? Not that I -- I mean, I 3 -- when you say "defend the Aiken Property Trust," 4 tell me -- give me more. 5 Q In other words, to defend the assets of this trust 6 against this -- this attack, this arbitration 7 proceeding. You didn't -- you didn't hire counsel 8 for the Aiken Property Trust because you weren't 9 even named a defendant, were you? 10 A No. 11 MR. BRODIE: Okay. I guess that answers that. 12 Just bear with me one second, Your Honor. 13 THE COURT: All right. 14 MR. BRODIE: Okay. All right. Thank you, Mr. Hurley. 15 THE COURT: All right. Anything on redirect? 16 MR. DETWILER: Few short questions, Your Honor. 17 REDIRECT EXAMINATION OF MR. HURLEY 18 BY MR. DETWILER: 19 Q Referring to Exhibit 3, which is the final 20 settlement agreement -- 21 A Yes. 22 Q -- Mr. Hurley. Do you have that in front of you? 23 A I do. 24 Q Okay. Paragraph 1 -- it's a poor copy, I realize. 25 Paragraph 1 of the final settlement agreement.	Page 1 1 was aware of this final settlement agreement, did 2 she not? 3 A Yeah. There was an -- within another arbitration 4 agreement -- or another arbitration, I think it was 5 the 2017 arbitration, Judge Martin made reference 6 to the history of the agreements: the initial 7 settlement agreement, the mediation settlement 8 agreement, and the final one. In addition to this 9 final settlement agreement, there was also an 10 agreement with Linda Donovan related to the 11 properties in which I believe she stated she had no 12 interest in any of the properties. 13 Q And I -- I -- I'm glad you mentioned that a while 14 ago because we did not -- I think you and I didn't 15 discuss this in your direct examination, but I -- I 16 think Mr. Brodie brought it up in -- in his about a 17 January 25th, 2017, award? 18 A Yes. 19 Q Okay. And that -- is that what has been, in 20 Tab 18 -- 21 A Yes. 22 Q -- marked as Exhibit 16? 23 A Yes. 24 Plaintiff's Exhibit Number 16, "Award" in 25 re Arbitration, dated January 25, 2017.

Page 101 1 Q And it -- it is unmercifully 80-something pages? 2 A Right. But within that, there is language that 3 discusses the agreement with Linda Donovan. 4 Q Okay. Well, let's -- let's -- let's just stick 5 with this. And -- and -- and the Court can read 6 through this if it so chooses, but this -- this 7 long award by Judge Martin, it actually recounts 8 maybe better than anything the entire history of 9 these -- of this -- 10 A Correct. 11 Q -- family litigation? 12 A Correct. 13 Q Does it not? 14 A Correct. It does. 15 Q Okay. And it specifically references the -- the 16 agreements that Linda Donovan has been a party to? 17 A Yes. 18 Q Okay. And -- and this is the award, I think, that 19 was mentioned a while ago in some of the 20 questioning that -- that actually diminished the 21 distributions to Professor Donovan? 22 A Yes. 23 Q But this was before he essentially got the death 24 sentence and -- and -- and was required to forfeit 25 his -- his --	Page 103 1 trust are subject to the reach of Ms. Brining. 2 And then there's been an agreement to sell the 3 properties to fund the \$3.1 million judgment 4 awarded to Ms. Brining. 5 Q Okay. 6 A If the Court's interested in the --there's a -- on 7 this -- on that Exhibit 18, on -- starting on 8 Page 26, Roman Numeral VII, it starts to discuss 9 the final settlement agreement and goes into the 10 fact that Linda Donovan participated in it and lays 11 out, you know, information related to Linda 12 Donovan's settlement agreement is part of that. 13 Q And -- and in that settlement agreement, she 14 released all of her -- whatever interest she may 15 have had -- 16 A Yes. 17 Q -- in any of these properties? 18 MR. BRODIE: Just object to the form. 19 THE COURT: I'll sustain the objection on form 20 of the question, but only on -- as to that last 21 question. 22 Q All right. Well, let's just go and call the 23 Court's attention to Page 27, Paragraphs 56 and 57. 24 Do you see that, Mr. Hurley? 25 A Yes.
Page 102 1 A Correct. It does. 2 Q -- his interest, right? 3 A Yes. 4 Q Okay. And -- and I'm -- no point in going through 5 that long history here again, but -- but it -- this 6 award incorporates a lot of the things we've 7 already talked about plus much more -- 8 A Yes. 9 Q -- does it not? 10 A Correct. 11 Q Okay. You mentioned that the assets of Trust One 12 have been attached by the plaintiff in the Brining 13 litigation in Massachusetts? 14 A Yes. 15 Q And that was a -- a finding by a court up in 16 Massachusetts? 17 A Correct. 18 Q Okay. And that's not something that you're 19 particularly happy about it being attached -- the 20 -- the assets being attached, correct? 21 A Correct. 22 Q Okay. And -- and you're -- are you under a -- a 23 court order or are you under an order to sell this 24 property to fund the settlement? 25 A The court -- the court said that the assets of the	Page 104 1 Q Okay. And in it, it actually quotes directly from 2 the Linda Donovan settle agreement, does it not? 3 A Yes. 4 MR. DETWILER: Well, Your Honor, I'll just -- 5 no point in me reading that in the record. This is 6 an exhibit in the record, and I -- and it says what 7 it says. 8 Q You were asked by Mr. Brodie about Exhibit 9 Number 5, which is the amendment. 10 A Yes. 11 Q And -- and, in fact, there are a number of things 12 called for in this amendment. This is a 2014 13 amendment. 14 A Correct. 15 Q But for our purposes today, the most important one 16 or let me -- rather than characterize it, for our 17 purposes today, Paragraph 9 is -- is important, is 18 it not? 19 A It is. That's correct. 20 Q Okay. And in fact, this amendment led to the 21 formation of the Aiken Property Trust, which led to 22 the purchase of this property that Mrs. Donovan now 23 occupies? 24 A That is correct. 25 Q Okay. And so, in effect, the -- the -- this

Page 105 1 document effectuated the Aiken Property Trust 2 creation -- 3 A Correct. 4 Q -- and the -- and the purchase of the Aiken 5 property? 6 A Correct. 7 Q Okay. So talking about the Exhibit 11, I know 8 you're -- you're a lawyer, but you're not a 9 practicing one. And you -- and you're a CPA 10 predominantly correct? 11 A I'm a CPA. I -- I -- my practice is tax. 12 Q Right. 13 A Tax law. 14 Q I'm going -- I'm going to make you reach back into 15 your first-year property class. 16 A Uh-oh. 17 Q Are you -- are you familiar with the concept of 18 merger when it comes to deeds? Do you remember 19 that -- that concept? 20 A I don't want to say that I am. 21 Q Okay. 22 A Because I'd be speculating. I'd be guessing. 23 Q Okay. Okay. Now, you mentioned a while ago that 24 Ms. Donovan -- Linda Donovan has never paid rent, 25 correct?	Page 106 1 Q Okay. Were any repairs and improvements ever 2 requested to be made by the trust on the -- on the 3 trust property? 4 A No. 5 MR. DETWILER: Thank you. That's all I have. 6 THE COURT: All right. Mr. Brodie? 7 MR. BRODIE: Yes, Your Honor. 8 THE COURT: Any questions you want to ask? I would 9 note, as counsel said in his questions on Exhibit 10 16, Tab is Number 18, there were some questions on 11 that. And I don't know if you asked any of that on 12 your cross, so do you have anything in regards to 13 that or any other the final issues raised in -- in 14 the redirect? 15 MR. BRODIE: I -- I do briefly, Your Honor. 16 RE-CROSS-EXAMINATION OF MR. HURLEY 17 BY MR. BRODIE: 18 Q Exhibit 16, I guess is referencing the family 19 settlement agreement to some extent; isn't that 20 right, Mr. Hurley? 21 A Under -- you're talking about Tab 16? 22 Q Exhibit -- Plaintiff's Exhibit 16. 23 MR. DETWILER: Tab 18. 24 THE COURT: Yeah. I think it should be 25 Tab 18.
Page 106 1 A Correct. 2 Q Is that right? 3 A Correct. 4 Q And -- and particularly she's never paid rent since 5 her husband was divested of any beneficiary -- 6 beneficiary interest, correct? 7 A Correct. 8 Q Okay. Mr. Brodie asked some questions about 9 maintenance that she had -- may have provided on 10 the property -- 11 A Yes, he did. 12 Q -- during this period where she did not pay rent? 13 A Correct. 14 Q Okay. Were -- were any of the expenditures for 15 maintenance ever approved by you as the trustee? 16 A No. 17 Q Were any expenditures for maintenance ever 18 requested by -- to you by Ms. Donovan? 19 A No. 20 Q Or Mr. Donovan? 21 A Excuse me. No. 22 Q How about repairs and improvements? Same question. 23 Were any of -- any repairs or any improvements ever 24 approved by you as a trustee? 25 A No.	Page 107 1 A Oh, Tab 18, I'm sorry. 2 THE COURT: Exhibit 16. 3 A I'm sorry. I'm sorry, Mr. Brodie. Can you ask 4 your question again? 5 Q You were talking about the -- the family settlement 6 agreement and Linda Donovan, and you were 7 referencing this Exhibit 16 -- Plaintiff's Exhibit 8 16? 9 A Yes. This was part of Judge Martin's writeup of 10 the -- of the history. 11 Q All right. Now, if you turn to Plaintiff's 12 Exhibit 3 and if you -- if you look at this 13 document, isn't it a fact that Linda Donovan is not 14 a party to this family settlement agreement 15 whatsoever? 16 A That's correct. The agreement with Linda Donovan, 17 my understanding, was a separate agreement. 18 Q And -- and I don't see any agreement with Linda 19 Donovan here today that I've seen. Have you seen 20 an agreement signed by Linda Donovan? 21 A No. I'm only referring to Exhibit 16, in which I 22 read -- 23 Q Right. 24 A -- in one of Judge Martin's -- in his arbitration 25 ruling --

Page 109 1 Q She's certainly -- 2 A -- of the history. 3 Q She's certainly not a party to this family 4 settlement agreement, which is Plaintiff's 5 Exhibit 3. 6 A No. But she -- she has her own agreement, in -- in 7 which Judge Martin referenced that she signed 8 and -- 9 Q This -- this could -- 10 MR. DETWILER: Excuse me. 11 MR. BRODIE: Go ahead. 12 MR. DETWILER: Let him -- 13 MR. BRODIE: Yeah. Sorry. 14 MR. DETWILER: Allow him to -- 15 A -- and agreed that -- that she had no interest in 16 the properties. 17 Q All right. And then if you could also look at, 18 briefly, Plaintiff's Exhibit 3, again. You were 19 questioned just -- just now by Mr. Detwiler about 20 this. "All parties acknowledge that the five 21 siblings are the sole owners, directly or 22 indirectly, of all the interest in the properties." 23 Isn't it true that's in Paragraph 1 of this 24 agreement where it says Winsor, Graham, Garden, 25 Tower and Reeve Properties will be sold through a	Page 1 1 A Including what went into Trust One JJD. 2 Q Well, actually, but it -- John Donovan was the sole 3 beneficiary of Trust One JJD, correct? 4 A He was the sole beneficiary of -- 5 Q Okay. 6 A -- Trust One JJD based upon the agreement that the 7 family provided. And -- and I believe John 8 Donovan, Jr., used his influence to be -- 9 Q Right. I got it. 10 A -- able to set up Trust One JJD for the benefit of 11 his father. 12 Q That's not what Justice Martin found, though. On 13 that part he said that he was -- he -- he felt bad 14 about stripping assets that John Donovan had made 15 during his lifetime, right? That's what the 16 arbitrator found in his conclusion. 17 A Right. But I think those assets had been 18 transferred from John to the children in a 19 creditor's trust issue back in the '90s. 20 Q So John Donovan, Sr., has all this money, and he 21 puts it in a credit shelter trust for his children, 22 and then the children give it back to him? 23 A Not a credit shelter trust from an estate planning, 24 a creditor's trust -- 25 Q Creditor's trust.
Page 110 1 controlled luxury property auction process." 2 That's where you were reading from in Paragraph 1, 3 it appears, not paragraph -- not -- not the 4 paragraph about Trust One JJD. 5 A Correct. I was just reading from Paragraph 1. 6 Q In other words, this statement that they -- they -- 7 that these five siblings are the sole owners of all 8 the interests in the properties, that doesn't -- 9 that's not relevant to Trust One JJD further down 10 the document; you follow me? 11 A I have no independent knowledge that it doesn't. 12 Q I got you. Well, I mean it's -- it's described -- 13 it's -- it's in the same paragraph describing all 14 these other properties that the siblings were going 15 to get, Winsor, Graham, Garden, Tower and Reeve. 16 Those aren't -- those aren't properties that John 17 Donovan, Sr., got, right? 18 A Correct. But the -- again, the -- the -- as part 19 of the settlement agreement and -- and prior to the 20 settlement agreement, John Donovan had signed 21 documentation stating that he had no interest in 22 any of the properties. 23 Q Well, no, actually -- 24 A Including -- 25 Q Actually --	Page 1 1 A -- to protect him from being sued. 2 Q I got you. So it starts off as John Donovan, Sr.'s 3 money first? 4 A Yes. 5 Q Okay. Thank you. 6 THE COURT: All right, sir. You can have a seat. Thank 7 you. 8 WITNESS HURLEY: Okay. 9 MR. BRODIE: Do we -- let's see. What time is it here? 10 THE COURT: All right, gentlemen, it's 12:30. I don't 11 know how much time y'all anticipate we have 12 remaining. Normally, we would take a lunch break 13 here. Is that agreeable to everyone? Mr. -- well, 14 let me ask this. I'm sorry. Does the plaintiff 15 have any other witnesses? 16 MR. DETWILER: Your Honor, the plaintiff does not have 17 any other witnesses. 18 THE COURT: All right. Are there any -- does the 19 plaintiff rest at this time? 20 MR. DETWILER: The plaintiff rests. 21 THE COURT: All right. Any motions by the defense? 22 MR. BRODIE: No, Your Honor. 23 THE COURT: All right. So we have -- have a defense 24 case in chief to come. Y'all want to -- about an 25 hour -- I can go an hour and 15 minutes because

Page 113 1 it's going to take you 15 minutes to get out of 2 here probably -- for you to get some lunch, come 3 back and finish? Is that agreeable to everyone? 4 MR. DETWILER: It's agreeable to the plaintiff, Your 5 Honor. 6 MR. BRODIE: Yes, Your Honor. 7 THE COURT: Mr. Brodie? Okay. All right. Let's do 8 that, and that way the court reporter won't be mad 9 at me for missing lunch. 10 MR. DETWILER: So you're looking at having us back at 11 what time, Your Honor? 12 THE COURT: I'm seeing 12:30 now. Let's say 1:45. 13 MR. DETWILER: At 1:45. Thank you, Your Honor. 14 (Off the record from 12:34 p.m. 15 until 1:54 p.m.) 16 THE COURT: All right. Gentlemen, are we ready to 17 begin? 18 MR. BRODIE: Yes, Your Honor. 19 MR. DETWILER: The plaintiff's ready, Your Honor. 20 THE COURT: All right. We are back on the record. 21 Plaintiff had completed its presentation on its 22 case in chief. No motions were made by defense. 23 We are ready for the defense's first witness. 24 MR. BRODIE: Yes, Your Honor. I'll call Linda Donovan. 25 (Witness Linda Donovan is sworn).	Page 114 1 Q And when was that? 2 A That was from about '78. I did that for about 14 3 years. Then I went to school full-time again, and 4 then I worked with my husband. 5 Q Are you retired now? 6 A Yes. 7 Q And who lives at the Banks Mill Road property with 8 you? 3320 Banks Mill Road. 9 A Nobody. My animals. 10 Q And you live alone? What sort of animals do you 11 have there? 12 A Dogs, cats, birds, an old Quarter Horse. 13 Q When is the last time your husband has been down to 14 -- to Aiken, South Carolina? 15 A Very shortly after we bought the property. He's 16 only been there one or two times. 17 Q One or two times total in the last, I guess it's 18 been, what, nine years? 19 A Nine. Nine and a half years. 20 Q How many times have you been to Massachusetts in 21 the last ten years? 22 A I don't know. The last ten years -- I know it's 23 only like two or so since COVID started and maybe 24 another handful before that. 25 Q Okay. You told me some about -- I guess you told
Page 114 1 THE COURT: Have a seat. You may proceed. 2 DIRECT EXAMINATION OF MS. DONOVAN 3 BY MR. BRODIE: 4 Q Linda, where do you reside at now? 5 A 3320 Banks Mill Road in Aiken. 6 Q And how long -- how long have you lived there? 7 A Since January 2015. 8 Q How long have you lived in Aiken? 9 A I started coming down in '08. I was here part of 10 the year, and then in 2015 I've been here full-time 11 ever since. 12 Q Where did you -- or how far did you go in school? 13 A I did all of my doctoral classes and my qualifying 14 exams, didn't finish my dissertation. 15 Q Where did you attend college? 16 A I did my undergrad at Toledo University with a BA 17 in accounting, and then I did a master's in public 18 administration at Harvard and my doctoral work at 19 Harvard. 20 Q And tell me some about your -- your work history. 21 A I worked for an -- I was a chief financial officer, 22 chief information officer for an agribusiness firm, 23 Grain Merchandising and Trading. Also, they had a 24 commodities trading arm that I was responsible for 25 in the Midwest.	Page 115 1 me yesterday, something about you I didn't know, 2 that you're having some health problems. And it's 3 important to get to -- for the Court to know some 4 of these things. What's going on with you? 5 A Yeah. I have Stage 4 lung cancer. 6 Q And when were you diagnosed? 7 A Not quite two years ago. 8 Q And did you -- what sort of treatment are you 9 having? 10 A Chemo. I've had radiation, chemo. 11 Q Are you still having radiation and chemo? 12 A Not radiation anymore, but chemo. 13 Q And did -- I guess, did you lose your hair from the 14 chemotherapy? 15 A You bet, 100 percent. 16 Q So how is that affecting your ability to get around 17 the house and to get things done? 18 A Well, I don't -- the treatments are very difficult, 19 and then after a period of time I can do some more. 20 My breathing's hard. I can't do the exercise that 21 I used to do. Can I do what I need to do around 22 the house? Yes. And take care of my animals on 23 the farm, yes. 24 Q Okay. Now when did you meet your husband? 25 A In 1991 or '2.

Page 117 1 Q '91 or '2. And when were you married? 2 A 1995. So I guess I met him in 1991. 3 Q And where were y'all at that time? Where were you 4 living? 5 A I was in the Midwest working for this agribusiness 6 firm, and then I went back to school at -- 7 Q Massachusetts? 8 A -- in Cambridge. Yes. 9 Q Okay. Was -- was your husband's children -- were 10 they living with him at that time, or was everybody 11 grown? 12 A No. They were pretty much in college, but they 13 came home a lot on the weekends. He had very -- 14 apparently very good relationships with them. You 15 know, he had got them into the best schools. He 16 gave them very, very nice life. 17 Q This would've been in the -- I guess, the '90s. 18 A Yes. 19 Q All right. What sort of business was your husband 20 running that you were working with? 21 A Executive education. Well, he had an executive 22 education company, and then he spun technology 23 companies off from that. And that's how he was so 24 successful. 25 Q And how many companies did he start?	Page 118 1 A Sorry. That's how it started. 2 Q All right. And then there was voluminous 3 litigation that went on for -- still going on since 4 -- basically since that time. 5 A Yeah. 6 Q All right. Now, at -- in 2015, the house here was 7 purchased by William Hurley, Jr., trustee of the 8 Aiken Property Trust, correct? Do you remember? 9 A Yes. 10 Q And then you -- and then you moved in that shortly 11 after it was purchased? 12 A Yes. 13 Q And did you contribute money as shown by 14 Defendant's Exhibits 1 and 2 for the purchase? 15 A Yes. 16 Q And your husband contributed some also? 17 A Yeah. All the rest of it came from him. 18 Q Is it your understanding that he was the sole 19 beneficiary of Trust One JJD? 20 A Yes. 21 Q Did anyone else contribute any money to the 22 purchase of the Aiken property at Banks Mill Road? 23 A No. He and I only. 24 Q And none of the children contributed any money 25 to --
Page 118 1 A I don't know. Like, is it close to 60, I think, 2 that he actually started, but I don't know for 3 sure. Quite a lot. 4 Q It was a lot. 5 A Mr. Hurley might remember better than I do. 6 Q Now, when did things start going sideways? 7 A When we first knew about was in 2002. Well, John 8 knew that James was getting very demanding. He was 9 demanding money from him. He had demanded that his 10 father give them, he and his siblings, \$5 million 11 and said he'd never ask for anything else again. 12 And ultimately John did that. 13 And then in 2002 they called him into their 14 lawyer's office, Mintz Levin, and said to him, 15 "We've taken all your money and all your properties 16 and unless you sign all these documents and agree 17 to leave this area of Massachusetts, we're going to 18 go to the Boston Globe and publish the fact that 19 you abused one of your daughters 30 years ago," 20 which of course he didn't. And they -- 21 Q All right. We're not going to get into all that. 22 MR. DETWILER: Now, listen, if you want to get 23 into that, let's go ahead and get into all of it. 24 Q Linda, just answer -- and I understand you want to 25 tell some -- tell some history here, but --	Page 119 1 A No. 2 Q -- the purchase of Banks Mill Road? 3 Okay. And you've lived there, like you said, 4 ever since? 5 A Yes. 6 Q Okay. Have they ever been to this property? Have 7 any of his children ever seen this property? 8 A I don't know. They've never been there, to my 9 knowledge. 10 Q All right. And then since that time -- I'm going 11 to show you -- these are 3 -- 3 and 4. I'm going 12 to show you -- 13 MR. BRODIE: Your Honor, may I approach? 14 THE COURT: Yes. 15 Q I'm going to show you what's been marked 16 Defendant's 3 and 4. Have you been maintaining the 17 property and improving it since you moved in? 18 A Yes. 19 Q Okay. Have a look at Defendant's 3 and 4. Is 20 Defendant's 3 an itemization of the expenses and 21 improvements that you made to the property at Banks 22 Mill Road? 23 A Yes. 24 Q Okay. 25 A Some of them.

Page 121 1 Q Some. It's not even all inclusive? 2 A No. I'm sure there's some more, but yes. These 3 are expenses. 4 Q All right. What -- and what did you do? What sort 5 of improvements have you done? 6 A Completely -- there's an apartment -- actually two 7 apartments on the property, and we completely 8 renovated -- I, with this -- help of this fellow, 9 completely renovated those. I improved fencing. 10 Some of the -- everything was old. The well system 11 was old. The irrigation system was old. It hadn't 12 really had anything done to it in like ten years. 13 So just overall getting things back in shape. HVAC 14 had to be replaced. There were pipe bursts because 15 it had an old kind of piping in it. 16 Q Did Chris -- did Chris Coulthard do the apartment 17 renovation? 18 A He did. 19 Q And I guess Steve Adams did the concrete work? 20 A Yes. 21 Q And Chad Moyer, the painting? 22 A Yeah. And few people did some -- yes. 23 Q And Pipeworks did the plumbing; is that right? 24 A Yes. 25 Q And all this is reflected -- and the fencing. All	Page 122 1 sure you are paid back the 217,000 shown on 2 Defendant's Exhibit 3? 3 A I'm -- well, I'm asking to stay in my home. I 4 mean, it's my home. I've made it my home. My 5 husband was sole beneficiary. 6 Q Well, I understand that. 7 A I'm asking to stay in my home. 8 Q In the event that they -- in the event that you are 9 ordered out, you're asking for reimbursement of 10 this money; is that right? 11 A Yes. 12 Q And you're also asking for reimbursement of the -- 13 the monies contributed by you through -- to Morris 14 Rudnick's office, Defendant's Exhibits -- I guess 15 it's 1; is that correct? 16 A Yes. 17 Q And you wish to stay in -- in the home? 18 A Yes. That was my husband's intent and trustee's 19 duty to try to support. 20 Q Right. Now, there's -- there's been -- you heard 21 the testimony earlier about this proceeding in -- 22 before the arbitrator, John Martin. 23 A Yes. 24 Q Is it -- is it true that you were not a party to 25 this arbitration?
Page 122 1 this is reflected on Defendant's Exhibit 3? 2 A Yes. 3 Q Have a look at it. 4 A Yes. Sorry. 5 Q And this totals up to \$217,264.51? 6 A Yes. 7 Q Okay. It also shows you did a -- I guess you 8 installed a driveway -- a new driveway or -- 9 A Yeah. The driveway had to be -- it's a dirt clay 10 driveway, and it had to be replaced. 11 Q Is Defendant's Exhibit 4 a sort of backup 12 documentation on these expenses and copies of the 13 receipts and checks? 14 A Yes. 15 MR. BRODIE: Your Honor, I would move to 16 introduce this as Defendant's 3 and 4. 17 THE COURT: Any objections? 18 MR. DETWILER: No objection. Subject to 19 cross-examination, Your Honor. 20 THE COURT: All right. So admitted. 21 Defendant's Exhibit Number 3, "Aiken Farm 22 Improvements," dated June 2024. 23 Defendant's Exhibit Number 4, 24 Documentation of Expenses Paid. 25 Q So, Linda, are you asking the -- the Court to make	Page 123 1 A I refused to be a party to the arbitration. There 2 were several times when they demanded that I sign 3 certain things that they coerced and threatened. 4 I've been threatened a lot by them. I was 5 threatened a lot by James to -- on -- I don't know 6 if you want me to go into that now. But the -- 7 anything -- I refused to be a party; anything I 8 signed, I signed because they threatened that they 9 were going to do all kinds of horrible things to me 10 or to us if I did not sign them. 11 Q And you didn't sign very many documents, did you? 12 A Nothing that I was -- I always said no. And then 13 there were some that I was forced into signing. 14 Q And I know you signed the -- you signed that -- you 15 signed a quitclaim deed back to Mr. Hurley; do you 16 remember that? 17 A I do. Under threats. 18 Q And what were those threats? 19 A That they would make life miserable, that -- 20 MR. DETWILER: Objection, Your Honor. The 21 document speaks for itself. She signed it. 22 Nobody's here to defend these alleged threats, and 23 it's -- it is not relevant. 24 THE COURT: Speak to me on relevance and 25 whether or not it's hearsay, Mr. Brodie.

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Page 125 1 MR. DETWILER: And -- 2 MR. BRODIE: Well, I -- I just wanted to get a 3 little context of who a -- who prepared it and 4 asked you to sign it. 5 THE COURT: I'm okay if she says who prepared 6 it and she signed it, but -- however, if she's 7 going to go on to saying, "So-and-so said this and 8 threatened me and did -- and did other things," all 9 that's hearsay from -- 10 MR. BRODIE: Right. 11 THE COURT: -- parties not here to be cross- 12 examined. 13 MR. BRODIE: Sure. 14 THE COURT: So as long as you limit it. Try 15 to -- 16 MR. BRODIE: Sure. 17 WITNESS DONOVAN: My apology. I'm just trying 18 to tell the truth. 19 THE COURT: That's okay. 20 THE EXAMINATION BY MR. BRODIE CONTINUES. 21 Q So who prepared it? Who prepared the -- 22 A I'm not sure. Mintz Levin. Somebody at Mintz -- 23 James' lawyer's, I'm sure. 24 Q All right. If you don't know, then you don't know. 25 I mean, do you not know?	Page 127 1 court? 2 A Yes. I filed a restraining order against James. 3 Q And were you granted a restraining order? 4 A Yes. 5 THE COURT: And when we say, James, are we 6 talking about James Donovan, Sr?. 7 WITNESS DONOVAN: It's Junior. It's the son. 8 THE COURT: The son, James Donovan, Jr.? 9 MR. BRODIE: One of the sons. 10 WITNESS DONOVAN: It's just -- 11 THE COURT: The sons. One of the sons. 12 WITNESS DONOVAN: There's only one James. 13 James -- 14 THE COURT: Well, he is identified in the 15 records we've got and that I've reviewed as James 16 Donovan, Jr., I believe. You're talking about the 17 son. 18 MR. BRODIE: Well -- 19 MR. DETWILER: There -- there's a John, Jr. 20 This is a James. Different son. 21 THE COURT: Oh, okay. 22 WITNESS DONOVAN: He's the eldest son. 23 THE COURT: Okay. 24 THE EXAMINATION BY MR. BRODIE CONTINUES. 25 Q Have you been involved in any other litigation with
Page 126 1 A I don't know. 2 Q Do you know who presented it to you? 3 A I don't remember. 4 Q Do you remember where you signed it? 5 A No. 6 Q So you testified that initially when you met this 7 family, things were good, right? 8 A They -- they seemed to be, other than James being 9 very demanding, but yes. We spent a lot of time 10 together. We had family suppers, family vacations. 11 Q What sort of litigation have you been involved in 12 with James? 13 A James threatened me for an extended period of time. 14 Hired people to stalk me -- 15 MR. DETWILER: Objection, Your Honor, hearsay. 16 A And I ultimately -- 17 MR. DETWILER: Objection, Your Honor. 18 THE COURT: (To Witness Donovan) Hold on. 19 She's objecting -- he's objecting. Mr. Brodie, 20 what's your response to hearsay? 21 MR. BRODIE: Well -- well -- well -- 22 WITNESS DONOVAN: I'm sorry. Did -- 23 MR. BRODIE: She -- she was -- I think that 24 was hearsay. 25 Q Did you -- did you go -- have -- did you go to	Page 128 1 any of the -- the -- the five children? I guess 2 one's deceased, right? John -- 3 A John, Jr.'s deceased. No. Other than Mr. Hurley, 4 no. 5 Q In these 20 years or -- or actually more than that. 6 I guess it's close to 30 years. You've not been in 7 a case with them other than that restraining order 8 that you recall? 9 A No. I -- there was a -- oh, sorry. So prior to 10 the restraining order -- 11 MR. DETWILER: Your Honor -- 12 A -- when -- 13 MR. DETWILER: Your Honor, objection. 14 THE COURT: Let him put the objection on the 15 record, ma'am. Go ahead, sir. 16 MR. DETWILER: Relevance. We don't have any 17 documents that substantiates this -- this 18 allegation of her getting a restraining order 19 against somebody who's not even a party to the case 20 and is not here. I object to this testimony and 21 ask that it be ignored. 22 THE COURT: Mr. Brodie? 23 MR. BRODIE: Your Honor, I can -- I can move 24 on from -- from that. It's not . . . 25 THE COURT: Okay.

Page 129 1 Q Is -- you weren't a party to the arbitration 2 proceeding is the critical thing that I -- 3 A No. 4 Q You were not served a summons and complaint by 5 anyone? 6 A No. 7 Q Okay. And you didn't go testify or anything in 8 this arbitration proceeding? 9 A No. I made it very clear that I would not. 10 Q Okay. Do you recall being served with an ejectment 11 action and then -- by Mr. Hurley? 12 A Yes. 13 Q And where -- when was that? 14 A I don't remember exactly when it was. He filed 15 something in magistrate court saying I was a 16 squatter. 17 Q And what happened with that case? 18 A You defended me, and it moved to civil litigation 19 and here we are. 20 Q Okay. All right. Have you spoken to Mr. Hurley in 21 the last five years? 22 A No. 23 Q So when's the last time you spoke to Mr. Hurley? 24 A I don't remember. 25 Q I know he testified about this, but do you recall	Page 130 1 Q Yes. 2 MR. DETWILER: Talking about Plaintiff's 11? 3 MR. BRODIE: Yes, sir. Plaintiff's 11. 4 Q Do you recall signing this document, Linda? 5 A Yes, vaguely. I mean, I wouldn't say that I could 6 have told you everything that it said. 7 Q It's labeled, "Quitclaim Deed and Release." And 8 this is dated January 10th, 2020. Do you see your 9 signature page there? 10 A Yes. 11 Q Okay. What was your understanding -- 12 A This is -- 13 Q What -- about what -- what this document did? 14 A My understanding was that my husband wanted me to 15 ultimately have that property and that however he 16 initially tried to set that up within his rights 17 they didn't like. And so they coerced both of us 18 really into signing this document and releasing the 19 rights. 20 Q In January 2020. And then, I guess as was 21 discussed earlier, about a year and a half later 22 the arbitrator, Martin, purportedly completely 23 stripped your husband of all rights and all 24 properties? 25 A Yes.
Page 130 1 Mr. Hurley paying any money to your husband from 2 the trust? 3 A Never. 4 Q Do you recall him hiring a -- any counsel for your 5 husband? 6 A Never. 7 Q Okay. What actions did Mr. Hurley take in regards 8 to -- to you and your husband that you can recall? 9 A Other than trying to eject me from the property, he 10 never did anything to support my husband as 11 beneficiary or his desires as beneficiary. 12 Q The money you invested in the property, as shown by 13 Defendant's Exhibits 3 and 4, was that your own 14 money? 15 A Yes. 16 Q What's the condition of the property right now? 17 A It needs work, actually. I mean, it's -- it's in 18 pretty good shape, but it's starting to need 19 painting again. The sun's beating up the railings, 20 but it's -- we're keeping it well maintained, 21 working on replacing old fencing. 22 Q If you'd have a look up there at Plaintiff's 23 Exhibit 11. If you could have a look at that one 24 for me, please. 25 A Oh, in here?	Page 131 1 Q Okay. Is there anything else you could tell the 2 Court to help explain this situation? 3 A They -- the children wanted all of their husband's 4 asset -- my husband's assets, their father's 5 assets. They did not want to wait until he passed 6 away. They constantly have come at him over and 7 over with any scheme or another to try to keep him 8 under their thumb and to destroy his credibility. 9 That -- that's why they trumped up the sex abuse 10 charge to try to destroy him, destroy his business. 11 They're relentless. 12 And then when -- when James threatened me 13 after a period of time, I found that very 14 disturbing, and I sought this restraining order and 15 I left. I needed to just get away from that 16 family, and I came down here and -- 17 Q Is that one of the reasons you moved here -- 18 A -- I've been living down here. 19 Q -- was to get out of Massachusetts? 20 A Yes. Absolutely. 21 Q Did you have any connection with Aiken before that? 22 A Other than knowing that it was a horse community, 23 and I wanted to go to a horse community, but I 24 wanted to get -- I just -- 25 MR. BRODIE: Your Honor, may I approach?

Page 133 1 A -- needed to get away from the mess. 2 THE COURT: Yes. 3 Q I want to show you what's been marked as 4 Defendant's Exhibit 5. 5 MR. DETWILER: I object -- I object to that 6 exhibit, Your Honor. 7 THE COURT: All right. Before we have any 8 testimony, then, let me hear the objection. 9 MR. DETWILER: Your Honor, is -- is -- is this 10 what we're talking about? I didn't see it when he 11 handed it up. Okay. This appears to be an email 12 chain from 1994. Mrs. Donovan is not a recipient 13 or a sender of this email chain. No one in this 14 courtroom is a recipient of this email chain, and 15 -- and therefore it is just rank hearsay. It can't 16 be authenticated, and we object to its 17 admissibility. 18 THE COURT: All right. Mr. Brodie? 19 MR. BRODIE: Your Honor, well, I was going to 20 have to lay a little foundation because she's the 21 -- there's exceptions to hearsay, obviously. One 22 of those is, if you're a records custodian and you 23 keep the records of the house, just like she kept 24 all these -- you know, all these receipts and 25 bills, and sometimes there's -- there's exceptions	Page 133 1 don't know how she came in possession of it. I 2 don't know how it was maintained or anything else. 3 There's things you have to go through for a 4 business record, and I'm not sure it's a business 5 record if it's an email between individuals. 6 MR. DETWILER: I'll further add, Your Honor, 7 this is the first day -- the first time I've ever 8 seen this is today. 9 MR. BRODIE: Yeah. It was the first time I've 10 seen it too, Your Honor. Like this is just a -- it 11 was a -- a -- we exchanged documents, but the -- 12 there was testimony earlier about that from -- from 13 -- from Mr. Hurley that the -- Mr. Donovan didn't 14 contribute any of this money and that -- that -- 15 this contradicts that sort of to say, you know, 16 that -- you see -- you see the line at the bottom. 17 THE COURT: I don't know that -- I could let 18 you ask a few questions on the business records 19 exception, as speculative as I -- as I am; however, 20 under the discovery or argument that it hadn't been 21 produced before today, generally -- 22 MR. BRODIE: We didn't do any formal 23 discovery. We did an exchange of documents. We 24 didn't do formal -- 25 THE COURT: Well, I know. However we're going
Page 134 1 obviously to the hearsay -- to the hearsay rule, 2 and is it offered for the truth of the matter 3 asserted? You know, that -- so I would say that -- 4 that it would be admissible as an exception. And 5 most of it's not relevant. Most of it's them 6 talking about investments they have. It's really 7 just one line at the bottom, Your Honor, that I 8 really wanted to get in there. 9 MR. DETWILER: And, Your Honor, this is -- I 10 think the exception that Mr. Brodie is speaking of 11 is a business records exception. 12 THE COURT: That was going to be my question. 13 MR. DETWILER: Right. It's a business records 14 exception. This is not a business record. And -- 15 and -- and the -- the -- the bald statement that 16 he's trying to have Your -- Your Honor accept as 17 evidence has nothing to do with business. So -- 18 MR. BRODIE: Well, she -- well, she -- she's 19 the -- anyway, I mean, I can try and lay some 20 foundation, Your Honor, but, you know, you see the 21 line that I'm -- 22 THE COURT: Well, I see it saying it's a 23 business records exception. I'm not sure how 24 you're going to get there that it's a business 25 record though, but she's not listed on there. I	Page 135 1 to label it, y'all exchanged documents that y'all 2 said, "These are relevant to the case," for the 3 other side to be able to view. And I commend you 4 both for doing that. But we've got a document that 5 hadn't been produced that's coming in today that's 6 objected to -- 7 MR. BRODIE: Or that it's not offered for the 8 truth of the matter asserted, Your Honor. I mean, 9 I -- there's -- you know, there's different ones. 10 THE COURT: Well, then it's not -- that's the 11 definition that it's not hearsay. Then what are 12 you asserting it for? would be my question. 13 MR. BRODIE: Just that it was said. Just that 14 it was said. 15 THE COURT: Just that it's in an e-mail -- 16 MR. BRODIE: Just that it was said. 17 THE COURT: -- not whether it's true or not. 18 MR. BRODIE: Exactly. 19 THE COURT: What's your position in reference 20 to it's not hearsay? 21 MR. DETWILER: Your Honor, it's a statement by 22 a person out of court, and it's certainly being 23 offered for the truth of the matter asserted. I 24 mean, I don't know -- I don't know how it's not -- 25 what -- what's -- if it's not being offered for

Page 137 1 that, then why has it even been offered for? 2 MR. BRODIE: I may can just ask her another 3 question to -- to -- let me just go -- 4 MR. DETWILER: Well -- 5 THE COURT: I'll let you ask another question 6 and then you can renew the objection. It's not 7 admitted right now though. 8 MR. BRODIE: Sure. 9 THE EXAMINATION BY MR. BRODIE CONTINUES. 10 Q Linda, before you got married, did your husband 11 make any transfers of properties? 12 A No. I'm not -- not that I'm aware of. 13 Q Or was it after you got married? 14 A What -- they -- what happened was, prior to that 15 2002 attack on them, they took his properties 16 and -- 17 MR. DETWILER: Objection, Your Honor. 18 A -- transferred them to his -- 19 THE COURT: Sustained on the characterization 20 -- on the -- 21 WITNESS DONOVAN: Help me out. I'm just 22 trying to tell the truth here. 23 Q Well, all right. You heard Mr. Hurley testify 24 that -- 25 THE COURT: I'll sustain the objection on the	Page 138 1 married or do you even recall? 2 A I'm not aware of a creditor's trust. I know that 3 he put some properties into LLCs that he 4 controlled. Just stop me if I'm not properly 5 answering the question. 6 THE COURT: There's no objection. Continue, 7 ma'am. 8 A But he had the understanding and -- and 9 intention -- 10 MR. DETWILER: Objection, Your Honor. 11 A -- that he controlled -- 12 THE COURT: All right. Now, you need to stop 13 when he objects. 14 WITNESS DONOVAN: Sorry. 15 THE COURT: Yes, sir. 16 WITNESS DONOVAN: Sorry. 17 MR. DETWILER: She's testifying about what he 18 had an understanding about. 19 THE COURT: That's sustained on the hearsay. 20 WITNESS DONOVAN: Sorry. That's what I 21 understood the question to be. Go ahead. 22 Q Do you recall what your -- your family like net 23 worth was? How much money y'all had in the -- when 24 you first got married? 25 A No. When we first were married, no, but there were
Page 138 1 phrase -- I'm assuming that's what you're objecting 2 to. 3 MR. DETWILER: I'm objecting to all of this 4 testimony, and I can't -- I'm almost at a loss to 5 begin all the different reasons why it's 6 objectionable, Your Honor. Thank you for 7 sustaining the objection. And I would ask that it 8 -- that the witness be confined to answering 9 questions rather than providing a colloquy. 10 THE COURT: Well, I would instruct the witness 11 to obviously answer the questions that are asked, 12 but I understand Mr. Brodie's on direct. So he is 13 asking open-ended questions. So it's a -- it is an 14 issue that we deal with all the time. So, 15 Mr. Brodie, go ahead with the question, and then 16 we'll see where we go from there. 17 THE EXAMINATION BY MR. BRODIE CONTINUES. 18 Q You heard Mr. Hurley testify that your husband 19 created a creditor's trust. Did you hear that 20 testimony? 21 A Yes. 22 Q And you heard him testify that your husband put 23 property in this creditor's trust? 24 A Yes. 25 Q Was that before you got married or after you got	Page 139 1 millions of dollars in these properties that my 2 husband had been purchasing since the 1970s, and he 3 had substantial cash assets from his companies and 4 his teaching business, millions and millions of 5 dollars. 6 Q Okay. And how much do you have now? 7 A Nothing. 8 Q Nothing, after this arbitration order? 9 A Uh-huh. 10 MR. BRODIE: Okay. All right. Thank you, Linda. 11 That's all. 12 MR. DETWILER: Okay. 13 THE COURT: One second. -- one second. All right. 14 Cross-exam. 15 MR. DETWILER: I will be flipping through my notes, 16 Ms. Donovan. So forgive me because this might be 17 -- seem a little -- 18 WITNESS DONOVAN: Take your time, please. 19 THE COURT: Now, let's straighten out our record here 20 first. This document, did you hand her a copy, Mr. 21 Brodie? 22 MR. BRODIE: I did, Your Honor. Do you want me to pick 23 them up? 24 THE COURT: Yeah, pick them up. Okay. 25 MR. BRODIE: You can keep it if you want.

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Page 141 1 THE COURT: No. That's okay. Not admitted. 2 MR. BRODIE: This is it right here? All right. 3 THE COURT: Yeah. 4 MR. BRODIE: That's Defendant's 5, not admitted. 5 THE COURT: I just don't want it in the stack going to 6 the court reporter afterwards if we -- 7 MR. DETWILER: Thank you, Your Honor. 8 THE COURT: All right. You may proceed. 9 MR. DETWILER: Thank you. May it please the Court. 10 CROSS-EXAMINATION OF MS. DONOVAN 11 BY MR. DETWILER: 12 Q Ms. Donovan, is it safe to say based on your 13 earlier testimony when you first began that you 14 have no relationship with your husband at this 15 point in time? 16 A No. It's not fair to say that I have no 17 relationship. I have just had to distance myself 18 to some degree from everyone. I'm in a difficult 19 cancer battle. 20 Q Uh-huh. 21 A My husband is a good man. 22 Q Uh-huh. 23 A This -- oh, it's a cough. I thought somebody 24 laughed. That it's been a horrible, horrible 25 journey for him, for me to --	Page 141 1 couple of times, and you can't remember how many. 2 So -- so my question to you is: Is it safe to say 3 that y'all don't have much of a relationship 4 anymore? 5 A We are in communication. 6 Q Okay. 7 A He -- he has had to stay up there to deal with all 8 these issues. 9 Q Right. 10 A And I had to distance myself. 11 Q He currently has an ankle bracelet and can't leave 12 the state of Massachusetts; isn't that true? 13 A Yes. 14 Q Okay. And you know your husband's interest in the 15 trust was extinguished in 2021 by Judge Martin's 16 order. You're right -- you know that, right? 17 A I know that that order was made. 18 Q Okay. 19 A It was under appeal until very recently. 20 Q Right. And it's been sustained by the 21 Massachusetts Supreme Court; you're aware of that? 22 A Yes. 23 Q Okay. You -- you mentioned the quitclaim deed. I 24 think you said you don't remember who prepared it, 25 where you signed it, don't remember anything about
Page 142 1 Q Let -- let -- if I could just go back to my 2 question. 3 A I'm sorry. 4 Q You -- I think you testified that you hadn't been 5 in Massachusetts but twice since 2008. 6 A Since 2008. 7 Q You -- maybe I'm misremembering your testimony, but 8 you said you had not been to Massachusetts but 9 maybe twice since COVID. 10 A Since COVID, yeah. 11 Q Since COVID. Okay. 12 A So to -- the like in -- most in the last eight, ten 13 years. 14 Q And he's been down here twice since you bought the 15 property in 20 -- 16 A Correct. 17 Q -- since the trust bought the property in 2014 -- 18 A Correct. 19 Q -- right? All right. 20 A And -- oh. 21 Q Or 2015, I should say. 22 A Uh-huh. So -- 23 Q So he's -- he's been down -- 24 A Do you -- 25 Q -- down here twice and you've been up there a	Page 142 1 it, but then you said -- or maybe before that you 2 said -- you allege that you were threatened and 3 coerced into signing it, but you don't remember any 4 of the events surrounding actually signing the 5 document, do you? 6 A Well, no, I don't remember specifically. 7 Q Okay. And you mentioned that you completely 8 renovated two apartments -- did I hear that right? 9 -- on the property? 10 A I've completely renovated one and partly renovated 11 another. 12 Q And have you ever received rents for those 13 apartments? 14 A No. 15 Q Okay. Well, then what did you do the renovations 16 for? 17 A To live in them -- to live in it. 18 Q So you live in -- 19 A It's like an upstairs, downstairs. 20 Q So you live in the apartments? 21 A Yes. 22 Q Okay. And I'm going to show you a document. This 23 -- this is the one that I gave you. 24 MR. DETWILER: Your Honor, this is one that 25 was left out of our exhibits. This will be

Page 145		Page 146	
1	Plaintiff's 17.	1 Q	Okay. And that is contemporaneously with the --
2	THE COURT: Mr. Brodie, you've seen that copy,	2	the final settlement agreement that we referred to
3	I assume?	3	earlier today.
4	MR. BRODIE: Yes, Your Honor. I -- no, I	4 A	I couldn't tell you the date correlation.
5	don't have an objection to this. I've -- I've seen	5 Q	Okay. Well, that -- that's in the record. So --
6	this.	6	so the Judge will be able to see that it's the same
7	THE COURT: Okay. So admitted.	7	date, I believe.
8	Plaintiff's Exhibit Number 17,	8	And -- and -- and this -- this document that
9	"Settlement Agreement between Linda, JJD	9	you have in front of you begins by reciting that
10	Jr., and the Four Siblings (the Parties)"	10	this agreement is contingent upon the signing of --
11	and "Release of Interest in Real	11	and execution of the attached settlement agreement.
12	Properties."	12	The attached settlement agreement between JJD, JJD
13 Q	I'm going to show you a -- show you a document	13	Jr., and the four siblings. And -- and it -- and
14	that's been marked as Plaintiff's Exhibit Number	14	it goes on to say, "Neither Linda," your husband,
15	17, Ms. Donovan. And first of all, let's flip to	15	"or the four siblings will challenge the attached
16	the last page -- excuse me. Not the last page.	16	settlement agreement." Do you see that?
17	Where is it? This is the schedules. I guess, the	17 A	Yes.
18	fourth to the last page. It looks to me like this	18 Q	Okay. And the second paragraph says that all suits
19	is -- we -- we -- actually, we have several	19	by Linda are dropped with prejudice. And are these
20	documents together. It looks like they were done	20	-- are these the suits that you said that -- that
21	contemporaneously. We have a -- a settlement	21	you wanted -- you didn't want any part of earlier?
22	agreement between you, JJD Jr., who I assume is	22 A	When -- you can tell me if I get this wrong. Okay.
23	your husband and the four siblings. Do you see	23	When James was threatening me, my lawyers filed a
24	that?	24	civil suit.
25 A	It's been a long time. I need to look at this.	25 Q	Okay.
Page 146		Page 147	
1 Q	Okay. Take your time. Just let me know when	1 A	And --
2	you're ready.	2 Q	Are there -- are there any other suits other than
3	THE COURT: Are you finished reviewing it,	3	what you've already described today?
4	ma'am?	4 A	No.
5	WITNESS DONOVAN: I'm sorry. Yes, I'm	5 Q	Okay. So those you dropped with prejudice by this
6	finished reviewing it.	6	agreement, and you go on to say that, "Linda
7	THE COURT: Okay.	7	represents that she has no interest or claims in
8	MR. DETWILER: I'm sorry.	8	the properties or entities and has not transferred
9	THE COURT: All right. You may proceed.	9	or signed, pledged, or encumbered them to anyone or
10	MR. DETWILER: Thank you.	10	in any way. And Linda revokes any filings made at
11 Q	So you've looked through this document. It looks	11	the Registry of Deeds." Do you see that?
12	to me like -- and you can correct me if I'm wrong --	12 A	Yes.
13	-- it -- it is a one-page document that it is	13 Q	Okay. Now, this is back in 2006, right?
14	duplicated several times to accommodate the	14 A	No. That was --
15	signatures of the parties, including your own	15 Q	This -- this is ten years before the fraudulent
16	signature?	16	deeds in Aiken County. So what -- what -- what --
17 A	Yes.	17	what filings had you made in the Registry of Deeds
18 Q	Okay. And so one of the last pages of the -- of	18	in 2006?
19	the first part of this document, the actual	19 A	I didn't.
20	settlement agreement bears, your signature. Is	20 Q	Okay. Then -- and you go on to say, "Linda
21	that your signature?	21	acknowledges that, to the best of her knowledge,
22 A	It -- yeah. I believe so.	22	the five siblings are the sole owners, directly or
23 Q	Okay. And it's dated March 27th, '07; is that	23	indirectly, of all the interests in the
24	right? Is that a yes?	24	properties." Do you see that?
25 A	Yes.	25 A	Yes.

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Page 149 1 Q Okay. And those properties are the very same 2 properties by which the trusts, and particularly 3 Trust One, were settled. You under -- you 4 understand that? 5 A Yes. 6 Q Okay. And, in fact, attached to this document is 7 another document that you signed, and it's a 8 release of interest in real property. Do you see 9 that? Let me know when you're ready. 10 A Okay. 11 Q And in this, you released any interest in real 12 properties, which are the -- again, the same real 13 properties that are identified in the final 14 settlement agreement that -- from which the trusts 15 -- the trusts were derived; is that true? You -- 16 you released your interest in any of those 17 properties, yes or no? 18 A That is what this document says. 19 Q Okay. And you signed it? 20 A Am I -- under duress. 21 Q Okay. 22 A No question. Under duress. 23 Q Okay. And you also signed -- this document also 24 says that you represent that there is -- "there is 25 no other real property in which you directly or	Page 150 1 THE COURT: He's asking if you signed it on 2 that date, ma'am. 3 WITNESS DONOVAN: I'm sorry. 4 A Under duress. 5 Q Okay. Under duress. So you signed that under 6 duress on -- on November 2nd, 2007. You signed the 7 other settlement agreement acknowledging the final 8 settlement agreement under duress on March 27th, 9 '07, and you signed the quitclaim deed in 2015 10 under duress as well; is that correct? 11 A Yes, sir. 12 Q Okay. All right. You mentioned you've never 13 rented out the -- any of the property, the stalls, 14 apartments, or anything. You've never seen -- 15 received any rents from the property here in Aiken? 16 A I've had a few boarders in. 17 Q So you did receive rents? 18 A I never rented the apartment, which is what you 19 asked me before. 20 Q You're right. I did. That is exactly right. 21 A Yeah. 22 Q So have you received any rents, board, any kind of 23 income from this property that you've occupied? 24 A I've -- you could call it income. It's to help 25 maintain the property.
Page 150 1 indirectly receive an interest or could be 2 purported to hold an interest from her husband, 3 John J. Donovan, Sr., or any of his affiliates 4 other than those listed in Schedule A." So in 5 other words, Schedule A, which is attached, is the 6 universe of anything that -- that he ever owned or 7 might own, and -- and you've disclaimed any 8 interest in those properties; is that not a true 9 statement? 10 A Under duress. 11 Q Okay. And -- and then finally you state in the 12 very last full paragraph, "This release of interest 13 herein shall affect any and all purported or valid 14 interest in the property described above that 15 Donovan may have been granted by her husband, John 16 J. Donovan, Sr., or any other individual or entity, 17 said interest being forever waived, discharged and 18 released, and of no further force and effect. 19 Donovan agrees to execute any and all additional 20 documents that may be necessary at any time to 21 effectuate the intentions of this release." Do you 22 see that? Do you see that, ma'am? 23 A Yes. 24 Q Okay. And you signed that on the 2nd day of 25 November 2007, the -- the release, that is.	Page 151 1 Q Have you -- have you ever accounted for any of that 2 income to the trustee who actually owns the 3 property? 4 A No. 5 Q Okay 6 A It's -- it's not really income. 7 Q And you seem to know what a creditor's trust was -- 8 A I actually -- 9 Q -- when you were asked. 10 A -- don't know what -- that's -- I don't know what 11 that term really means. That was one that -- 12 Q Okay. 13 A -- he used. 14 Q You're not aware that your husband was trying to 15 hide assets from creditors? 16 A No. 17 MR. DETWILER: I beg the Court's indulgence. 18 THE COURT: All right. 19 Q You did receive rent from a couple that was 20 occupying the Devon Glen property in Massachusetts 21 at one time, didn't you? 22 A Yes. 23 Q And -- 24 A They were caretaking -- 25 Q And you received rents --

Page 153 1 A -- the property. 2 Q And you received rents from them? 3 A There was -- they had some horses there -- 4 Q Okay. And did you -- 5 A -- that they paid -- 6 Q -- receive rents from them, ma'am? 7 A -- some of the -- for those horses. Yes. I said, 8 yes. 9 Q Okay. And did you -- did you account to the -- to 10 the trustee for any of the rents you received 11 there? 12 A No. 13 Q Okay. Now, you mentioned that -- in this -- this 14 Exhibit Number 3, where you say you have spent 15 \$217,000 in -- in renovations on -- renovations, 16 maintenance, and so forth, on repairs on the 17 property, correct? 18 A Yes. 19 Q Okay. And this will be -- this goes all the way 20 back to 2014? 21 A Yes. 22 Q Okay. So in -- 23 A Well, 2015, I think. 24 Q 2015, you're right. I'm sorry. I keep saying 2015 25 -- 2014. 2015.	Page 154 1 A Buying equipment, mowing the -- all the things that 2 it takes to keep -- managing deadfall. I mean, I 3 could go on and on. There -- and I can certainly 4 get you an accounting if you would like. It is a 5 lot more money than this. 6 Q This is your day in court, ma'am. And these are -- 7 these are your -- this is your proof that I did not 8 object to. And this is your proof of what you're 9 claiming you put into the property and you're 10 claiming that will -- that will cause you to have a 11 -- a resulting trust as a result of this. 12 So my question is this -- my simple -- simple 13 question is this: Over ten years, you put in 14 \$217,000 -- almost ten -- ten years, you put in two 15 -- \$217,000 according to these documents. I'm not 16 going behind the documents. I'm just going to 17 accept them. We could -- we can parse them -- we 18 could have parsed them, but we're not. I'm going 19 to accept them. You put in that money, and yet you 20 have paid no rent -- no rent in that same period of 21 time of almost ten years; is that correct? 22 A With due respect, sir, no. You are characterizing 23 something different than what my lawyer asked me to 24 prepare and what I prepared here. 25 Q Well, I'm not asking you --
Page 154 1 So for almost ten years you've spent an 2 average, according to this, about \$21,000 a year? 3 A Yeah. I believe it's -- well, it's certainly more 4 than that. This is mostly to improve it. Like 5 things that were straight maintenance I didn't put 6 on here. 7 Q Okay. And so that's roughly \$21,000 a year, less 8 than \$2,000 a month. And this is a -- how many 9 acres of this -- is this property? 10 A The main part of the property is 40 acres. There 11 was -- 12 Q And what about the other part of the property? 13 A The -- well, that's like 37 acres, but it's all 14 wooded. 15 Q Okay. So you got 75 acres -- 16 A We don't do anything out -- 17 Q -- or so in Aiken, horse country, horse farm, and 18 -- and -- and you put in about less than \$2,000 a 19 month over ten years, and you've never paid a dime 20 in rent, have you? 21 A To improve it. I spent a lot of money just -- this 22 -- I was asked for things that were done to improve 23 the value of the property, not maintenance. I have 24 spent every penny I have in just maintaining it. 25 Q Have you --	Page 155 1 A If you're asking -- 2 Q -- to tell us what your lawyer told. 3 A -- me -- well, excuse me, but that's why he 4 represents me. 5 If you are asking me, what did I spend to 6 maintain that property, and it's -- it's a lot more 7 money. 8 Q Okay. 9 A Do you think I'm making money being there? I 10 guarantee you not. 11 Q Well, I assure you the trustee is not making any 12 money with your being in the trust property. And 13 so I just want to -- I just want to understand what 14 the universe of your claim is and understand why 15 you think that my client, the trustee and the 16 trust, needs to reimburse you for the -- for these 17 expenses when -- when you paid zero rent and lived 18 there rent-free all these years. That's all I'm 19 asking and -- 20 A The property is in much better condition, much 21 better, than it was when I arrived or than it would 22 be now if I had not spent that. 23 MR. DETWILER: That's all I have, Your Honor. Thank 24 you. 25 THE COURT: All right. Anything to redirect?

Page 157 1 MR. BRODIE: Yes, Your Honor. 2 REDIRECT EXAMINATION OF MS. DONOVAN 3 BY MR. BRODIE: 4 Q Up until the -- the -- the arbitration order, I 5 guess, and the appeal was just completed in May of 6 2024, I mean, wasn't this -- your -- your husband's 7 property to use? 8 MR. DETWILER: Objection. 9 MR. BRODIE: He was -- he was the beneficiary. 10 MR. DETWILER: Object to the form of the 11 question. That's redirect. And that's -- that's 12 an improper question. It's leading. 13 MR. BRODIE: Well, she -- well, she -- she was 14 -- she was -- he -- he asked about rent. 15 Q You've never been presented a rent agreement, have 16 you, by anyone? 17 THE COURT: All right. I'll sustain the 18 objection. It's a new question. 19 Go ahead, Mr. Brodie. Ask that one again. 20 Q You -- you've never been asked to pay any rent, 21 have you? 22 A No. 23 Q Never. The property was purchased in 2015 and then 24 the trustee never presented a rental agreement to 25 you whatsoever, did he?	Page 158 1 A Correct. 2 MR. BRODIE: Okay. Thank you, Linda. That's all. 3 THE COURT: Anything else? 4 MR. DETWILER: Just briefly, Your Honor, based on those 5 questions. 6 RECROSS-EXAMINATION OF MS. DONOVAN 7 BY MR. DETWILER: 8 Q Since Judge Martin extinguished your husband's 9 interest in Trust One, the trustee asked you to 10 leave. That's what -- that's what -- that's how 11 all this started two years ago, right? Correct? 12 A Yes. 13 Q Okay. And during that time, let's just confine 14 ourselves to that -- that period of time, you've 15 never offered to pay any rent, have you, while you 16 -- while you stayed on the property? 17 A With -- with due respect, that -- that order was 18 under appeal until very recently. 19 Q Do you understand that a judgment has immediate 20 effect, unless otherwise stated, a supersedeas bond 21 or anything like that is -- is put in place? 22 A I don't know the details of that. 23 Q Okay. And the -- the Aiken Property Trust, that is 24 the -- the property you are occupying right now was 25 established with the properties that were poured
Page 158 1 A No. 2 Q You hadn't spoken to him? 3 A No. 4 Q Okay. All right. And then on the other -- I'm 5 going to ask you a few questions about this last 6 exhibit. 7 MR. BRODIE: Rick, what did you label that one 8 here? 9 MR. DETWILER: That's 17. 10 Q Can you look there at Plaintiff's Exhibit 17, 11 Linda? 12 A Yeah. This -- this one? 13 Q Right. Isn't it true this is dated seven years 14 before the Aiken Property Trust was even 15 established? Isn't that correct? 16 A Yes. 17 Q So this -- this was done before the -- these 18 property -- the Aiken Property Trust was even done. 19 A If you ask me, I can tell you why this was written. 20 Q Well also, let me just -- if you turn to "Release 21 of Interest in Real Properties," and it has a 22 schedule, and isn't it true that the Aiken 23 Properties -- Aiken Property Trust, the Banks Mill 24 Road property does not appear anywhere on this 25 Schedule A?	Page 159 1 into the Trust One trust by the final settlement 2 agreement? You're aware of that; you signed it, 3 correct? 4 A Yes. 5 Q Okay. And -- and so while it is true that the 6 Aiken Property Trust came after that release that 7 you signed, you released all interest in the 8 property that went into that trust to begin with, 9 with which the money -- the proceeds from the sale 10 of which were used to purchase the -- the property 11 at Aiken? You understand that, right? 12 A Yes. Under duress. 13 Q Under duress. 14 MR. DETWILER: Thank you. 15 THE COURT: All right. Ma'am, you can have a seat. 16 MR. BRODIE: These actually go up there. Your Honor, 17 may I approach? 18 WITNESS DONOVAN: I'm sorry. 19 THE COURT: Yeah. 20 MR. BRODIE: Oops. She brought the exhibits back to me. 21 THE COURT: Okay. 22 MR. DETWILER: And 17 -- the original 17, you don't have 23 a copy of that, Your Honor -- 24 THE COURT: I do not. Yeah. 25 MR. DETWILER: -- in your notebook. Do you have a copy?

Page 161 1 MR. BRODIE: There's a 17 here, Rick, I'm going to put 2 that on top. 3 THE COURT: Yeah. I can get a copy of the one that's 4 marked. Just don't give me one that has any 5 writing and marks on it -- 6 MR. DETWILER: Yeah. We're -- we're checking on that 7 right now. I think this is clean. 8 THE COURT: Mr. Brodie, take a look at that one. Make 9 sure he agrees it's the same if y'all are going to 10 hand it up to me? 11 MR. BRODIE: That's the same one. Yeah. 12 THE COURT: Okay. 13 MR. DETWILER: This -- this is 17. Thank you, Your 14 Honor. 15 THE COURT: Thank you. All right. Any other witnesses 16 from defense? 17 MR. BRODIE: No, Your Honor. 18 THE COURT: Any rebuttal from the plaintiff? 19 MR. DETWILER: No rebuttal, Your Honor. 20 THE COURT: All right. Any motions for the Court to 21 hear? 22 MR. DETWILER: Your Honor, at this time the plaintiff 23 would move for a -- I guess a non-jury equivalent 24 of a directed verdict. Your Honor, I think that 25 our -- our case is clear. The evidence is before	Page 162 1 property and we need possession of the property. 2 Thank you. 3 THE COURT: All right. Any response to the motion, 4 Mr. Brodie? 5 MR. BRODIE: Yes, Your Honor. Yes, Your Honor. Thank 6 you. To make things a little easier, Your Honor, 7 Mrs. Donovan asserted in her counterclaim a -- a 8 counterclaim against Mr. Hurley for breach of 9 fiduciary duty. You know, I don't believe that -- 10 you know, through discovery and so forth and me 11 learning more about the case, I don't believe that 12 he owed fiduciary duty to her. It's owed to her -- 13 her -- her husband, because she wasn't named as a 14 beneficiary, you know, in writing. 15 THE COURT: So we're withdrawing the breach of fiduciary 16 duty counterclaim? 17 MR. BRODIE: Yeah. I believe that is -- belongs to her 18 husband, and I didn't want you to spend the time. 19 You understand. I believe, you know, there's been 20 breaches to her husband, but that's not before the 21 Court. 22 Your Honor, as to Mrs. Donovan being a -- a 23 trespasser and being ejected, the -- the property 24 was clearly purchased for her use in -- in 2015, 25 and a million and a half dollars was wired,
Page 162 1 you, and -- and it's really an easy case. 2 Ms. Donovan is in property that's owned by the 3 Aiken Property Trust. The Aiken Property Trust is 4 a record title owner. She's established no right 5 to be in that property. And we're asking for the 6 Court to send her off the property and give my 7 client possession of the property so it can do what 8 it needs to do as the trustee of that property -- 9 of that trust that owns that property. 10 We certainly recognize that, you know, 11 evicting anyone from a home they've been in a while 12 is not an easy decision for the Court. And -- and 13 -- and we would suggest that a period of anywhere 14 from 30 to 90 days would be a reasonable period of 15 time for Ms. -- Ms. Donovan to be -- be out of the 16 property and allow our client's possession. 17 We would ask that the Court also include, as 18 part of its order, an order that Ms. Donovan do 19 nothing to waste the property, harm the property in 20 any way, and when she leaves, leave it in -- in -- 21 in room swept condition so that we can get in and 22 -- and take care of it and get it sold. 23 So, Your Honor, I -- I think, again, I -- I -- 24 I started today by saying this is a simple case. 25 Ms. Donovan has no colorable right. We own the	Page 163 1 including money from her -- her husband's trust and 2 her personal funds and then also from her husband. 3 And then she's also spent \$217,000, at least, just, 4 you know, improving the property, building an 5 apartment and so forth and -- and the -- over the 6 last, you know, nine or ten years. 7 The law -- when -- you know, when you -- when 8 you put money in a property, the law can imply, you 9 know, a resulting trust or a constructive trust and 10 the Court has equitable powers to do so. 11 But this is a -- a -- a real tragedy, you 12 know, what's happened with his family over 20 13 years, from apparently a family that gets together 14 to -- and -- and went on vacations, to one that has 15 sued each other. We're going on two decades back 16 and forth. And it's been totally destructive. Her 17 husband has done things. You know, they've done 18 things. Some of their -- some of the other family. 19 It's awful. 20 So he's been to prison for -- for -- for some 21 actions, but they've been married many years. This 22 was clearly supposed to be her property. And he 23 was the sole beneficiary of this Trust One JJD, 24 which was the sole beneficiary of the Aiken 25 Property Trust. And through this arbitration

Page 165 1 proceeding, essentially the -- the children are now 2 -- have -- have essentially -- he's been asset- 3 stripped of all his belongings and Judge -- Justice 4 Martin, the arbitrator, has left them penniless, 5 was his words, "penniless," despite the fact this 6 was an irrevocable trust. 7 In addition, Mr. Hurley testified, and it 8 seems very clear now, that he's not -- he may not 9 be bound at all by that arbitration because he was 10 not a party to that arbitration. He testified that 11 he was not a party to this arbitration in 12 Massachusetts and neither was Linda Donovan. So I 13 don't believe it's res judicata because of the 14 identity of the parties. He testified that 15 Mr. Donovan was there without a lawyer and he was 16 paying the children's lawyers. Is that -- that's 17 what I remember hearing. And then he wouldn't say 18 how much he had paid the arbitrator in fees and so 19 forth and so on. 20 Now, we can't, like -- as Rick said, we can't 21 go relitigate all that, but if -- if -- if -- if 22 the Aiken Property Trust, Mr. Hurley wasn't even a 23 -- a party to it, you know, he -- he's -- he's 24 evicting her or trying to eject her and sue her 25 even though he wasn't a party to that case.	Page 165 1 Your Honor. 2 THE COURT: All right. I've -- anything in -- in 3 response? 4 MR. DETWILER: Quickly, Your Honor. I -- I just -- I 5 want to make clear that -- it's my understanding 6 that a constructive trust is something that grows 7 out of a wrong initially done and by which, 8 perhaps, money is put under false pretenses or -- 9 or in a -- in a fraudulent manner. And -- and -- 10 and the person asserting a constructive trust is 11 entitled to those -- those -- that person's rights 12 have indicated. That's not what we have here. 13 She put in her money. The money went in to -- 14 to -- a -- a very modest amount of money went into 15 the purchase price of a million and a half dollar 16 piece of property. And -- and -- and the piece of 17 property was, is, has always been owned by the 18 trust, who put in the vast majority of the money. 19 So I -- I really don't think a constructive -- the 20 law of constructive trust necessarily applies here. 21 I -- I want to say one more thing, too. The 22 -- the corrective deed in -- in 2015, which she 23 said -- everything seems to have been done under 24 duress when it -- when it suits Ms. Donovan. But 25 the corrective deeds -- and it -- it clearly, under
Page 166 1 In addition, she has -- despite all of that, 2 she -- she did wire money, her husband sent money, 3 and then she spent all this other money improving 4 the property and taking care of the property. The 5 whole thing is just an absolute disaster for this 6 family. An absolute disaster. I mean, I don't 7 think anybody disputes that. 8 And so I asked for declaratory judgment to 9 sort of declare the rights, you know, under these 10 documents, and then I ask that you impose a 11 resulting trust or constructive trust or use your 12 equitable powers, if you do find that she's not 13 entitled to remain there, that this -- this -- that 14 this -- that -- you know, that you allow her to 15 recoup the monies that she spent and the -- the 16 money -- her wire or her -- her transfer. 17 But -- but I don't believe that that 18 arbitration is binding on Mr. Hurley. Maybe her 19 husband will, you know, have his own case. I don't 20 represent her husband, like -- as the Court knows. 21 And it's a real shame. She's battling, as you 22 heard, Stage 4 lung cancer, which, you know, the 23 prognosis for any of that is not very well. So I 24 just ask that you, you know, use your powers to -- 25 to -- to -- to do justice in this case. Thank you,	Page 166 1 the law, merged any claim she may have had at that 2 point in time to -- to title or any interest in 3 this property. She conveyed the entire property 4 interest to the trust -- back to the trust, just in 5 case the deed that her husband had signed 6 fraudulently, you know, could be asserted as 7 conveying some sort of interest. And so she 8 clearly signed back to the -- to the -- to the 9 trust on that day, if no other, and there are 10 plenty of releases like that elsewhere. But on 11 that day she released this property, and -- and any 12 claim she may have had at that point in time, which 13 includes the amount of money that she put in to buy 14 the property in the first place, were merged into 15 that deed. And -- and -- and -- and in my mind, 16 that claim should be extinguished. 17 I -- I heard -- I -- I really don't get the -- 18 the argument here that this -- this was somehow 19 supposed to be her property. She's never been a 20 beneficiary of the property -- of the trust. Her 21 husband once was, and now isn't a beneficiary of 22 the property. But he had no -- he never had any 23 right to convey the property or promise the title 24 to the property to his wife. Never had that -- 25 that -- that right.

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Page 169 1 And -- and, finally -- and, Your Honor, knows 2 this. I mean -- and -- and -- and I don't -- I 3 don't -- I don't blame him for doing this. You 4 know -- you know, when -- when -- when you don't 5 have facts, when you decide to pound the table, you 6 know, Mr. Brodie is relitigating the Massachusetts 7 case. I -- I -- I forewarned the Court yesterday 8 about this. That's what this -- basically, this 9 defense has been. We -- we try to relitigate the 10 Massachusetts case. That's water under the bridge. 11 This court cannot go there. The -- the 12 Massachusetts Supreme Court is entitled a full 13 faith -- faith and credit by this Court here in 14 Aiken. Thank you. 15 THE COURT: Mr. Brodie? 16 MR. BRODIE: Your Honor, just briefly. There -- in the 17 -- in the deed back to Hurley, there was a 18 qualifying paragraph in there that states that the 19 purpose of that deed was to undo that document that 20 was done by -- by her husband. And, you know, I -- 21 I disagree on -- obviously, on a lot of things. 22 And I think Mr. Donovan, Sr., her husband, had a 23 lot more powers than what he ever recognized. And 24 -- and just have a look at the documents and I 25 think you'll agree. Thank you, Your Honor.	Page 1 1 record, or if the parties wish to, as I told you 2 before, on non-jury matters, if they wish to have 3 any written brief, if you feel there's something 4 that hadn't been covered that you want to submit, 5 I'll hear from you on that. 6 But I think I'll review the documents, decide 7 the case in regards to that. I have taken notes as 8 I normally do in my hearings. I try to do it as 9 detailed as I can in that regard. I'm not going to 10 require that a transcript be presented, so I can go 11 through that. If either party wants a transcript, 12 then I'll -- obviously, you can get a copy of the 13 transcript. If the Court -- if you want the Court 14 to have a copy of that, if somebody -- if y'all are 15 going to get copies, then that's fine. 16 The other thing is if we have any post-trial 17 motions after I do my order, if you reference 18 something in the record, as far as a transcript, 19 you will need a transcript for that on a post-trial 20 motion. But as far as rendering my verdict on this 21 one, I'm not going to require that. What's the 22 plaintiff's position on the transcript? 23 MR. DETWILER: Your Honor, at this time, we'll -- we're 24 not going to ask for a transcript. I -- I think 25 that we'd prefer to wait and -- and find out Your
Page 170 1 THE COURT: All right. Well, let me clear up the record 2 in this fashion. We started off all that with a 3 motion from the plaintiff. Of course, if I'm 4 considering either, as we would refer to it, a non- 5 jury directed verdict, I may -- may be nonsuit, but 6 the same -- 7 MR. DETWILER: Nonsuit, yes, sir. 8 THE COURT: -- same qualifications to it. That is, we 9 look at it in the most favorable light to the non- 10 moving party. And I look at all these documents 11 that I've got in front of me, all of which I have 12 not been through. I've certainly looked at them as 13 we've gone through the testimony and made notes, 14 but for instance, the documents which were 15 submitted by the defendant on the maintenance and 16 improvements on the property that they've 17 submitted, I hadn't looked at. 18 So I'm going to deny the motion at this time 19 under that burden, and I am going to examine the 20 exhibits and reach a decision. 21 I think I've heard the closing arguments. 22 Y'all can correct me if I'm wrong, but I believe in 23 the motion they just kind of transformed into 24 closing arguments. I will -- I'll give y'all a 25 chance, I suppose, just so we have it on the	Page 1 1 -- Your Honor's ruling. 2 THE COURT: Okay. 3 MR. DETWILER: We know the court reporter's firm quite 4 well, and we feel like we could get it turned 5 around quickly if we needed it. 6 THE COURT: Yeah, that's not usually a problem. 7 MR. DETWILER: That's not usually a problem. If you're 8 willing to pay for it. 9 THE COURT: That's right. All right. Mr. Brodie? 10 MR. BRODIE: Same, Your Honor. If we need it, I got 11 here -- right here, her number, Julie. 12 THE COURT: Okay. All right. We'll proceed in that 13 fashion. 14 Now, am I correct or incorrect from the 15 plaintiff's perspective, have I heard your closing 16 argument already, or is there something else? 17 MR. DETWILER: You -- you -- there's certainly nothing 18 new I could add, so I will waive any further 19 argument. 20 THE COURT: All right. Mr. Brodie? 21 MR. BRODIE: Same, Your Honor. Nothing further. 22 THE COURT: Any -- either one of you feel like you want 23 to submit any written document or written brief? 24 And I'm not requiring that. I want to make that 25 clear.

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1 MR. BRODIE: Not really, Your Honor. I feel like you've
2 got a ton of material already in front of you.
3 MR. DETWILER: And -- and I feel comfortable that you
4 know the law in this area, Your Honor. I don't --
5 I don't know what we could add that -- that -- by
6 briefing that you -- you don't already know.
7 THE COURT: Fair enough. That would conclude the
8 hearing then. I appreciate it, ladies and
9 gentlemen.
10 MR. DETWILER: Thank you, Your Honor.
11 MR. BRODIE: Thank you, Your Honor.
12 THE COURT: And I will review this and --
13 MR. STRICKLAND: Thank you, Your Honor.
14 THE COURT: -- arrive at an order.
15 (Whereupon the within hearing was
16 concluded at 3:08 p.m.)
17 (*This transcript may contain quoted material.
18 Such material is reproduced as read or quoted
19 by the speaker.)
20
21
22
23
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STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND) CERTIFICATE

Be it known that Julie Taradash took the foregoing proceeding and hereby attests:

that I was then and there a notary public in and for the State of South Carolina-at-large and that by virtue thereof I was duly authorized to administer an oath;

that the deponent/witness, if any, was first duly sworn to testify to the truth, the whole truth, and nothing but the truth, concerning the matter in the controversy aforesaid;

that the foregoing transcript represents a true, accurate, and complete transcription of the testimony so given at the time and place aforesaid to the best of my skill and ability;

that I am neither a relative nor an employee of any of the parties hereto, nor of any attorney or counsel employed by the parties hereto, nor interested in the outcome of this action;

that, if a recording of an event was supplied by another party for purposes of transcription and I was not present during that event, the foregoing pages were transcribed to the best of my skill and ability; additionally, any identifications of speakers were provided to me by the party supplying the recording;

that, in the event of a nonappearance by the witness, the foregoing details for the nonappearance are accurate.

In witness thereof, I have hereunto affixed my signature and title.

Julie Taradash

Date: 9/4/2024
Notary public for South Carolina
My commission expires September 15, 2025
*Unless otherwise noted, this notary public administered the oath. Please refer to the transcript for any exceptions.

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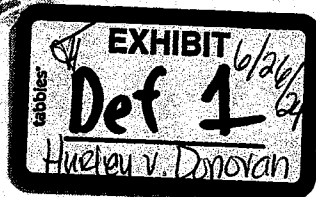
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Bank of America



PAGE 1 OF 1

BANK OF AMERICA, N.A.
WIRE TRANSFER ADVICE
1 FLEET WAY
SCRANTON, PAPA6-580-04-0
18507

||||| 0000 569 008565 #001 SP 0.406

RUDNICK & RUDNICK ATTYS
TRUST ACCT
PO BOX 544
AIKEN, SC

29802-0544

DATE: 01/14/15
DIRECT INQUIRIES TO:
800.729.9473 OPTION 2

THE FOLLOWING WIRE WAS CREDITED TODAY:

USD AMOUNT \$8,000.00

TRANSACTION REF: [REDACTED]
SENDER'S REF: [REDACTED]
IMAD: [REDACTED]
ORIGINATOR: JOHN JOSEPH DONOVAN
SENDING BANK: PEOPLE'S UNITED BANK
BENEFICIARY: RUDNICK & RUDNICK TRUST ACCOUNT

SERVICE REF: 000675

ID: 6500404204
ID: 221172186
ID: [REDACTED]

PAYMENT DETAIL: PURPOSE - PARTIAL PAYMENT OF PROPERTY

THE FOLLOWING WIRE WAS CREDITED TODAY:

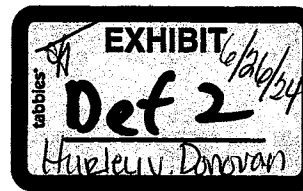
USD AMOUNT \$19,974.24

TRANSACTION REF: [REDACTED]
SENDER'S REF: [REDACTED]
ORIGINATOR: LINDA J DONOVAN
INSTRUCTING BANK: BANK OF AMERICA NA - MMMID: [REDACTED]
ID: MMML

PAYMENT DETAIL: Linda Donovan

ELECTRONICALLY FILED - 2023 Jan 03 8:18 PM - AIKEN - COMMON PLEAS - CASE#2022CP0202654

Bank of America



PAGE 1 OF 1

BANK OF AMERICA, N.A.
WIRE TRANSFER ADVICE
1 FLEET WAY
SCRANTON, PA

PA6-580-04-
18507



WX 0000 755 008944 #001 8P 0.406

RUDNICK & RUDNICK ATTYS
TRUST ACCT
PO BOX 544
AIKEN, SC

29802-0544

DATE: 01/15/15
DIRECT INQUIRIES TO:
800.729.9473 OPTION 2

THE FOLLOWING WIRE WAS CREDITED TODAY:

USD AMOUNT \$1,282,953.49

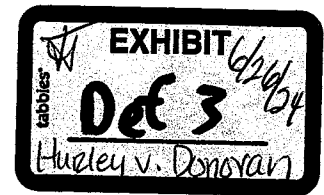
TRANSACTION REF: [REDACTED]
SENDER'S REF: [REDACTED]
IMAD: [REDACTED]
ORIGINATOR: TRUST ONE JJD
SENDING BANK: SANTANDER BANK, N.A.
BENEFICIARY: RUDNICK & RUDNICK TRUST ACCOUNT

SERVICE REF: 001011
RELATED REF: N611130 NONE

[REDACTED]
[REDACTED]
[REDACTED]

ELECTRONICALLY FILED - 2023 Jan 03 8:18 PM - AIKEN - COMMON PLEAS - CASE#2022CP0202654

ELECTRONICALLY FILED - 2024 Nov 11 1:33 PM - AIKEN - COMMON PLEAS - CASE#2022CP0202654



Aiken Farm Improvements
June 2024

Apartment Renovation	Chris Coulthard	47,162.93
Apartment Renovation	Chris Coulthard	650.00
Apartment Renovation	Carpenters in Home	1,164.50
Barn Concrete	Steve Adams	5,600.00
Painting/Stain	Chad Moyer	4,000.00
Painting	Donald Wade	5,225.00
Painting	McCullough	3,500.00
Plumbing	Pipeworks	3,642.39
Plumbing	Pipeworks	1,702.48
Plumbing	Pipeworks	197.00
Plumbing	McNeil	420.00
Electrical	DSK Electrical	5,194.13
Roof Correction	C&B Roofing	841.63
Window Tinting	Sun Pro tint	670.04
New Hvac	Carolina HVAC	3,445.00
New Well Pumps, Motors	Beck Well Drilling	7,917.00
Irrigation system addition	Enviroscape	485.00
Fencing	Alex flores Landscape	2,485.00
Fencing	Johnsons' Farm & Garden	3,084.43
Fencing	SC Trading	4,568.00
Fencing	Shoemaker Irrigation	1,530.83
Fencing	AA Fence	225.60
Fencing	Fencing Solutions	90.00
New Arena	Longwood Arenas	16,000.00
New Driveway	Shane Doyle	8,835.00
Material	GL Williams	33,109.04
Property Insurance	Berkley Insurance	20,351.00
Real Estate Tax	Aiken County	35,168.51

217,264.51

JOHN JOSEPH DONOVAN

562

51-7218/2211
344

JUN 7, 2016

DATE

Pay TO THE
ORDER OF

AA FENCE

\$ 225

60

TWO HUNDRED TWENTY FIVE AND 60/100 DOLLARS



Security
Features
Details on
Back

Peoples United
Bank

peoples.com

For

John J. Donovan

MP

0562

Harland Clarke

JOHN JOSEPH DONOVAN

237

51-7218/2211
344

APR 27 2016
DATE

Pay TO THE
ORDER OF SUN PRO TINT

\$ 670⁰⁴

SIX HUNDRED SEVENTY AND ⁰⁴/₁₀₀

DOLLARS



Security
Features
Details on
Back.

**People's United
Bank**

peoples.com

For

John J. Donovan
MP
0237

Harland Clarke

JOHN JOSEPH DONOVAN

555

51-7218/2211
344

MAY 1, 2016
DATE

PAID TO THE ORDER OF STARNET INSURANCE CO. \$ 970⁰⁰

NINE HUNDRED SEVENTY AND NO/100 DOLLARS

People's United Bank

peoples.com

FOR ACCT 10034295

John J. Donovan AP

0555

Marked Clerk

Account: 10034295

Invoice Date: 05/26/2016

Account Name and Address:Aiken Realty Trust
3320 Banks Mill Rd.
Aiken, SC 29801**For Questions or Changes Call:**Hutson-Etherredge-Brown, Inc. dba
Hutson-Etherredge Companies
129 Park Avenue SW
Aiken, SC 29801
(803) 649-5141

Policy Number	Trans Date	Description of Transactions	Charges/Credits	Policy Balance	Minimum Due
QFO 4128898-10		Farm and/or Equine Liability			
	05/19/2016	Policy Previous Balance		1,919.00	
		Payment	-960.00		
		Policy Ending Balance		959.00	959.00
Account	05/19/2016	Previous Balance		10.00	
		Payment	-10.00		
	05/25/2016	Service Fee	5.00		
		Ending Balance		5.00	5.00

See Reverse Side For Information About Your Bill

Previous Balance	Payments This Statement Period	Current Activity This Statement Period	Account Unpaid Balance	Payment Due	Minimum Due
\$ 1,929.00	\$ 970.00	\$ 5.00	\$ 964.00	06/18/2016	\$ 964.00

You may elect to pay any amount above the Minimum Due

Retain This Part For Your Records

BILLING INVOICE - PLEASE DETACH AND RETURN WITH YOUR PAYMENT

See reverse side for name and/or address correction. Please do not staple, tape or fold.

Send this part with payment in U.S. dollars payable to: StarNet Insurance Company

Account Number Invoice Date Please Mail By
10034295 05/26/2016 06/13/2016

Agency: Hutson-Etherredge-Brown, Inc. dba

Payment Due	Account Balance
06/18/2016	\$ 964.00
Minimum Due	Amount Enclosed
\$ 964.00	\$

PAY ON LINE - GO TO: www.berkleyequine.com

Send Payment To:

StarNet Insurance Company
c/o BPS - Dept# 1544
Denver, CO 80291-1544

This Notice Mailed To:

Aiken Realty Trust
3320 Banks Mill Rd.
Aiken, SC 29801

10C01003429500A100096400000096400061820164

667



FARM MAINTENANCE, LLC
482 BAY ROAD
SOUTH HAMILTON, MA 01982

BANK OF AMERICA, NA

2699

5-13/110

8/9/2016

PAY TO THE
ORDER OF

DSK Electrical, LLC

\$ **2,490.61

Two Thousand Four Hundred Ninety and 61/100*****

DOLLARS

DSK Electrical, LLC
P.O. Box 5785
Aiken, SC 29804

VOID AFTER 90 DAYS

MEMO:

Linda Donovan, 3320 Banks Mill Road



Linda Donovan
AUTHORIZED SIGNATURE

⑈002699⑈

⑈

FARM MAINTENANCE, LLC

DSK Electrical, LLC

8/9/2016

2699

Date	Type	Reference
8/9/2016	Bill	2023

Original Amt.
2,490.61

Balance Due	Discount
2,490.61	
Check Amount	

Payment
2,490.61
2,490.61

Bank of America—Far Linda Donovan, 3320 Banks Mill Road

2,490.61

FARM MAINTENANCE, LLC

DSK Electrical, LLC

8/9/2016

2699

Date	Type	Reference
8/9/2016	Bill	2023

Original Amt.
2,490.61

Balance Due	Discount
2,490.61	
Check Amount	

Payment
2,490.61
2,490.61

Bank of America—Far Linda Donovan, 3320 Banks Mill Road

2,490.61

David S. Kimball, Owner

803-522-6170

2023

JOB INVOICE

WORK PERFORMED BY	
HOME PHONE # 617-888-7073	PURCHASE ORDER #
JOB LOCATION bun	
CELL PHONE #	STARTING DATE 6/17/2016
TERMS: DUE UPON RECEIPT	

[illegible]

TOTAL LABOR	1552	62
TOTAL MATERIALS	568	44
MISCELLANEOUS		
TAX	69	49
TOTAL	2190	65

DATE COMPLETED 1/27/66

CUSTOMER SIGNATURE _____

ELECTRONICALLY FILED - 2024 Nov 11 1:33 PM - AIKEN - COMMON PLEAS - CASE#2022CP0202654



FARM MAINTENANCE, LLC
482 BAY ROAD
SOUTH HAMILTON, MA 01982

BANK OF AMERICA, NA

2789

5-13/110

11/28/2016

PAY TO THE
ORDER OF

DSK Electrical, LLC

\$ **112.50

One Hundred Twelve and 50/100

DOLLARS

DSK Electrical, LLC
P.O. Box 5785
Aiken, SC 29804

VOID AFTER 90 DAYS

MEMO:

Linda Donovan, 3320 Banks Mill Road



AUTHORIZED SIGNATURE

⑈002789⑈ ⑈C

FARM MAINTENANCE, LLC

2789

DSK Electrical, LLC

11/28/2016

Date	Type	Reference
11/28/2016	Bill	2227, Sep 2016

Original Amt.	112.50
---------------	--------

Balance Due	Discount
112.50	
Check Amount	

Payment	112.50
	112.50

Bank of America—Far Linda Donovan, 3320 Banks Mill Road

112.50

FARM MAINTENANCE, LLC

2789

DSK Electrical, LLC

11/28/2016

Date	Type	Reference
11/28/2016	Bill	2227, Sep 2016

Original Amt.	112.50
---------------	--------

Balance Due	Discount
112.50	
Check Amount	

Payment	112.50
	112.50

Bank of America—Far Linda Donovan, 3320 Banks Mill Road

112.50



FARM MAINTENANCE, LLC
482 BAY ROAD
SOUTH HAMILTON, MA 01982

BANK OF AMERICA, NA

2649

5-13/110

5/4/2016

PAY TO THE
ORDER OF

Chris Coulthard

\$ **6,961.67

Six Thousand Nine Hundred Sixty-One and 67/100*****

DOLLARS

Chris Coulthard
140 Sugar Cane Court
Warrenville, SC 29851

VOID AFTER 90 DAYS

MEMO:

Banks Mill Renovation, upper window, new siding, m

AUTHORIZED SIGNATURE

⑈002649⑈

FARM MAINTENANCE, LLC

Chris Coulthard

5/4/2016

2649

Date	Type	Reference
5/4/2016	Bill	May 16

Original Amt.
6,961.67

Balance Due	Discount
6,961.67	
Check Amount	

Payment
6,961.67
6,961.67

Bank of America—Far Banks Mill Renovation, upper window, new siding

6,961.67

FARM MAINTENANCE, LLC

Chris Coulthard

5/4/2016

2649

Date	Type	Reference
5/4/2016	Bill	May 16

Original Amt.
6,961.67

Balance Due	Discount
6,961.67	
Check Amount	

Payment
6,961.67
6,961.67

Bank of America—Far Banks Mill Renovation, upper window, new siding

6,961.67

Contractor info:

Chris Coulthard

140 Sugar Cane Ct.

Warrenville, SC 29851

(803) 507-1664

Customer info:

John and Linda Donovan

3320 Banksmill Rd.

Aiken, SC 29803

*All work ordered by Linda Donovan

Date and Duties performed	Cost
2-11-16 * Move furniture from 2 nd floor to 3 rd floor, caulk holes in wall by wash rack and repair screen door to the tack room	\$ 362.00
2-19-16 * Hang towel rods and change out door knobs and deadbolts	\$ 160.00
2-23-16 * Install rubber mats in grooming area as well as indoor and outdoor wash rack	\$ 528.00
3-23-16 * Install LVT flooring in feed room , make repairs to back decks and hang curtains	\$ 850.00
3-25-16 * Remove and replace 3 rd floor quad window unit as well as remove and replace old vinyl shakes with new ones	\$1500.00
	Sheet rock repairs \$ 200.00
3-28-16 * Finish interior trim on 3 rd floor gable window, swap out 2 nd and 3 rd floor ceiling fans and install light fixtures on 3 rd floor, repairs to access doors	\$ 385.00
3-31-16 * Move all furniture out of tractor shed into 2 nd and 3 rd floor and storage stall	\$1200.00
4-20-16 * Build saddle racks/shelves 4-26-16 * Build bench/shoe cubbies in tack room and install kitchen cabinet knobs	\$ 480.00
LABOR TOTAL	\$5,665.00

Materials include: • Vinyl shakes and j channel for new window • Decking materials for deck repairs • Shelving material for tack room shelves, bench, and cubbies • O.S.B. for storage stall floor • Interior trim for 3rd floor window • Shoe mold for feed room • Trim to fix screen door • Plywood for new attic access door	
	MATERIAL COST \$ 1,296.67
Total amount due	\$ 6,961.67



FARM MAINTENANCE, LLC
482 BAY ROAD
SOUTH HAMILTON, MA 01982

BANK OF AMERICA, NA

2799

5-13/110

11/30/2016

PAY TO THE
ORDER OF

Chris Coulthard

\$**1,939.42

One Thousand Nine Hundred Thirty-Nine and 42/100*****

DOLLARS

Chris Coulthard
140 Sugar Cane Court
Warrenville, SC 29851

VOID AFTER 90 DAYS

MEMO:

Banks Mill Renovation, bat mitigation



AUTHORIZED SIGNATURE

⑈002799⑈ ⑆

FARM MAINTENANCE, LLC

2799

Chris Coulthard

11/30/2016

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
11/30/2016	Bill	Bats	1,939.42	1,939.42		1,939.42
				Check Amount		1,939.42

Bank of America—Far Banks Mill Renovation, bat mitigation

1,939.42

FARM MAINTENANCE, LLC

2799

Chris Coulthard

11/30/2016

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
11/30/2016	Bill	Bats	1,939.42	1,939.42		1,939.42
				Check Amount		1,939.42

Bank of America—Far Banks Mill Renovation, bat mitigation

1,939.42

FARM MAINTENANCE, LLC

McCullough Professional Painting

Date	Type	Reference
6/24/2016	Bill	

Original Amt.
3,500.00

6/24/2016	Balance Due	Discount
	3,500.00	
	Check Amount	

2668

Payment
3,500.00
3,500.00

Bank of America--Far Estimate \$2,800 + 500 cupboards + 100 deck +

3,500.00

FARM MAINTENANCE, LLC

McCullough Professional Painting

Date	Type	Reference
6/24/2016	Bill	

Original Amt.
3,500.00

6/24/2016	Balance Due	Discount
	3,500.00	
	Check Amount	

2668

Payment
3,500.00
3,500.00

Bank of America--Far Estimate \$2,800 + 500 cupboards + 100 deck +

3,500.00



FARM MAINTENANCE, LLC
482 BAY ROAD
SOUTH HAMILTON, MA 01982

BANK OF AMERICA, NA

2669

5-13/110

6/27/2016

PAY TO THE
ORDER OF

McCullough Professional Painting

\$ **650.00

Six Hundred Fifty and 00/100*****

DOLLARS

McCullough Professional Painting

VOID AFTER 90 DAYS

MEMO:

Tack Room Cupboards



AUTHORIZED SIGNATURE

⑈002669⑈

FARM MAINTENANCE, LLC

McCullough Professional Painting

6/27/2016

2669

Date	Type	Reference
6/27/2016	Bill	BM Jun 27

Original Amt.	650.00
---------------	--------

Balance Due	650.00
Check Amount	

Payment	650.00
	650.00

Bank of America--Far Tack Room Cupboards

650.00

FARM MAINTENANCE, LLC

McCullough Professional Painting

6/27/2016

2669

Date	Type	Reference
6/27/2016	Bill	BM Jun 27

Original Amt.	650.00
---------------	--------

Balance Due	650.00
Check Amount	

Payment	650.00
	650.00

Bank of America--Far Tack Room Cupboards

650.00

McCullough Professional Painting
(803) 979-1243 Richard/Business#
(803)552-4575 Wendy/Office

Contractors Invoice

WORK PERFORMED AT:

Go down Banks Mill rd. Once you see
Cedar Creek Church count two driveways
on the right...call customer at gate.

TO:

Linda Donovan 1-617-888-4843

3320 Banks Mill Road

Aiken, S.C.

DATE

6/1/16

YOUR WORK ORDER NO.

none

CUR BID NO.

none

DESCRIPTION OF WORK PERFORMED

We have this job scheduled for the week of June 20th to start.
There is a single wall at the other property that has a gable point for \$100.
Starting at the rear of the house, we will paint all the stairs, and
landings all the way up to the deck and then paint the deck. this also
includes the two exterior doors on the way up. third story door color
change to door to go hunter green with the frames. They will be hand scraped
caulked, primed as needed, and painted. There are three sets of barn doors,
only the interior is to be scraped, primed, and painted. In the tack room,
there are 2 built-ins that need primed gray and painted. the shelf is to be
shelf hunter green and trim and side to match the wall. In the same room,
the rear of the entry door peel center, prime, and paint. the door leading
to the upstairs was painted and shut. Needs sanded and repainted. Front
deck repaint the bottom only using a transparent stain. Remember to cover
all concrete BEFORE you do any painting! There are two cabinets on the
interior that need primed and painted. the total labor cost is \$2,700.00 +
\$100.00 for the wall at the other property.

I will get you those paint estimates, by this week-end.

All Material is guaranteed to be as specified, and the above work was performed in accordance with the drawings and specifications provided for the
above work and was completed in a substantial workmanlike manner for the agreed sum of \$2,700.00 + \$100.00

Two thousand eight hundred total Dollars (\$ 2,800.00).

This is a ☐ Partial ☒ Full invoice due and payable by: _____
Month Day Year

in accordance with our ☐ Agreement ☐ Proposal No. _____ Dated _____
Month Day Year

Pipeworks of Aiken, Inc.

P. O. Box 619
Montmorenci, SC 29839

Invoice

DATE	INVOICE #
1/13/2023	16444

BILL TO
Linda Donovan 3320 Banks Mill Rd Aiken, SC 29803

e-mail: pete@pipeworksinc.net

		P.O. NO.	TERMS	PROJECT
ITEM	SERVICED	DESCRIPTION		AMOUNT
SERVICE	12/26/2022	Cut and cap lines as necessary until proper repair.		197.00
THANK YOU FOR CALLING ON PIPEWORKS.			Total	\$197.00

PLEASE CALL TO ASK ABOUT OUR ANNUAL PLUMBING INSPECTION. THANK YOU
FOR CALLING ON PIPEWORKS.

ELECTRONICALLY FILED - 2024 Nov 11 1:33 PM - AIKEN - COMMON PLEAS - CASE#2022CPO202654

Pipeworks of Aiken, Inc.

P. O. Box 619
Montmorenci, SC 29839

Invoice

DATE	INVOICE #
2/10/2023	16526

BILL TO
Linda Donovan 3320 Banks Mill Rd Aiken, SC 29803

e-mail: pete@pipeworksinc.net

		P.O. NO.	TERMS	PROJECT
ITEM	SERVICED	DESCRIPTION		AMOUNT
SERVICE	2/7/2023	02/04/23, 02/06/23 and 02/07/23: Replaced water lines in wash stalls as necessary. Materials \$327.80 Labor \$1,177.68		1,505.48
THANK YOU FOR CALLING ON PIPEWORKS.			Total	\$1,505.48

PLEASE CALL TO ASK ABOUT OUR ANNUAL PLUMBING INSPECTION. THANK YOU
FOR CALLING ON PIPEWORKS.

ELECTRONICALLY FILED - 2024 Nov 11 1:33 PM - AIKEN - COMMON PLEAS - CASE#2022CPO202654

Adv Relationship Banking - 3841: Account Activity Transaction Details

ELECTRONICALLY FILED - 2024 Nov 11 1:33 PM - AIKEN - COMMON PLEAS - CASE#2022CP0202654

Check number: 00000000140

Post date: 01/24/2024

Amount: -230.00

Type: Check

Description: Check

Merchant name: Check

Merchant
information:

Transaction category: Cash, Checks & Misc: Checks

LINDA J DONOVAN
PO BOX 1182
AIKEN SC 29802
VOID AFTER 90 DAYS

140
67-448/539 SC
306

JAN 23 2024
Date

Pay To The
Order Of MCNEILL PLUMBING \$ 230⁰⁰

TWO HUNDRED THIRTY AND ⁰⁰/₁₀₀ Dollars

BANK OF AMERICA

ACH R/T 053004483

For HYDRANT REPLACEMENT Linda Donovan

⑆053904483⑆ 22303118364100140

Hydant Checks

Adv Relationship Banking - 3841: Account Activity Transaction Details

ELECTRONICALLY FILED - 2024 Nov 11 1:33 PM - AIKEN - COMMON PLEAS - CASE#2022CP0202654

Check number: 00000000133

Post date: 12/19/2023

Amount: -190.00

Type: Check

Description: Check

Merchant name: Check

Merchant
information:

Transaction category: Cash, Checks & Misc: Checks

LINDA J DONOVAN
PO BOX 1182
AIKEN SC 29802
VOID AFTER 90 DAYS

133
87-448/538 SC
306

DEC 15, 2023
Date

Pay To The
Order Of MCNEIL PLUMBING \$ 190.00

ONE HUNDRED NINETY AND 00/100 Dollars

BANK OF AMERICA

ACH R/T 053004493
CAP PIPE IN BARN

For Linda Donovan

1053904483 2230311836 00133

Adv Relationship Banking - 3841: Account Activity Transaction Details

ELECTRONICALLY FILED - 2024 Nov 11 1:33 PM - AIKEN - COMMON PLEAS - CASE#2022CP0202654

Check number: 00000000107

Post date: 08/10/2023

Amount: -514.95

Type: Check

Description: Check

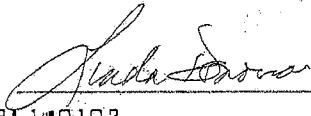
Merchant name: Check

Merchant
information:

Transaction category: Cash, Checks & Misc: Checks

LINDA J DONOVAN DL# 102153194 107
PO BOX 1182
AIKEN SC 29802 67-448/539 SC 306
VOID AFTER 90 DAYS 617-888-4843 AUG 9, 2023 Date

Pay To The Order Of JOHNSONS' FARM + GARDEN \$ 514⁹⁵
FIVE HUNDRED FOURTEEN AND ⁹⁵/₁₀₀ Dollars

BANK OF AMERICA
ACH R/T 063904483
For  MP

⑆053904483⑆ 2230311838410107

Adv Relationship Banking - 3841: Account Activity Transaction Details

ELECTRONICALLY FILED - 2024 Nov 11 1:33 PM - AIKEN - COMMON PLEAS - CASE#2022CP0202654

Check number: 00000000113

Post date: 08/29/2023

Amount: -274.99

Type: Check

Description: Check

Merchant name: Check

Merchant
information:

Transaction category: Cash, Checks & Misc: Checks

LINDA J DONOVAN
PO BOX 1182
AIKEN SC 29802
VOID AFTER 90 DAYS

113
67-448/539 SC
306

AUG 28, 2023
Date

Pay To The Order Of JOHNSONS' FARM + GARDEN \$ 274⁹⁹
TWO HUNDRED SEVENTY FOUR AND 99/100 Dollars

BANK OF AMERICA
ACH R/T 053004883
013.50
For 20 FENCE BOARDS
+ 4.99 RAIN GUAGE

Linda Donovan

⑆053904483⑆ 2230311838410113

Small print: Photo Bank Copy to back

Adv Relationship Banking - 3841: Account Activity Transaction Details

ELECTRONICALLY FILED - 2024 Nov 11 1:33 PM - AIKEN - COMMON PLEAS - CASE#2022CP0202654

Check number: 00000000117

Post date: 09/26/2023

Amount: -405.00

Type: Check

Description: Check

Merchant name: Check

Merchant
information:

Transaction Cash, Checks & Misc: Checks
category:

LINDA J DONOVAN
PO BOX 1182
AIKEN SC 29802
VOID AFTER 90 DAYS

117
67-448/539 SC
308

SEP 26, 2023
Date

Pay To The Order Of JOHNSONS' FARM + GARDEN \$ 405⁰⁰
FOUR HUNDRED FIVE AND NO/100 Dollars

BANK OF AMERICA
ACH R/T 053004489
For 30 FENCE BOARDS
Linda J Donovan
053904483: 22303118384 00117

Check number: 00000000125

Post date: 10/31/2023

Amount: -397.48

Type: Check

Description: Check

Merchant name: Check

Merchant information:

Transaction category: Cash, Checks & Misc: Checks

LINDA J DONOVAN		125
PO BOX 1182		
AIKEN SC 29802		07-446/559 SC
VOID AFTER 90 DAYS		368
Date <u>OCT 31, 2023</u>		
Pay To The Order Of	<u>JOHNSONS FARM + GARDEN</u>	<u>\$397.48</u>
<u>THREE HUNDRED NINETY SEVEN AND 48/100</u>		Dollars
BANK OF AMERICA		
ACH NYT 053804483		
<u>25 FENCE BOARDS 13.50</u>		
<u>FOR TRIPLE CROWN 29.99</u>		
<u>Linda Donovan</u>		
⑆053904483⑆ 22303118384⑆0125		

Adv Relationship Banking - 3841: Account Activity Transaction Details

ELECTRONICALLY FILED - 2024 Nov 11 1:33 PM - AIKEN - COMMON PLEAS - CASE#2022CP0202654

Check number: 00000000150

Post date: 03/22/2024

Amount: -532.50

Type: Check

Description: Check

Merchant name: Check

Merchant
information:

Transaction Cash, Checks & Misc: Checks
category:

LINDA J DONOVAN PO BOX 1182 AIKEN SC 29802 VOID AFTER 90 DAYS		150 67-448/628 SC 305	
Date		MAR 20, 2024	
Pay To The Order Of	JOHNSONS' FARM + GARDEN		\$ 532.50
FIVE HUNDRED THIRTY TWO AND 50/100 Dollars		BANK OF AMERICA	
ACH R/T 053604483 50LB SCREWS		For 25 1X16 BOARDS @12.50	
Linda Donovan		053904483 2230311898410150	

Adv Relationship Banking - 3841: Account Activity Transaction Details

ELECTRONICALLY FILED - 2024 Nov 11 1:33 PM - AIKEN - COMMON PLEAS - CASE#2022CP0202654

Check number: 00000000152

Post date: 04/12/2024

Amount: -250.00

Type: Check

Description: Check

Merchant name: Check

Merchant
information:

Transaction Cash, Checks & Misc: Checks
category:

LINDA J DONOVAN
PO BOX 1182
AIKEN SC 29802
VOID AFTER 90 DAYS

152
67-449/339 SC
366

APR 10, 2024
Date

Pay To The Order Of JOHANSON'S FARM + GARDEN \$ 250.00
TWO HUNDRED FIFTY AND NO/100 Dollars

BANK OF AMERICA

ACH R/T 053904493

For 20 FENCE BOARDS @ 12.50 *Linda Donovan*

⑆053904483⑆ 223031183841⑆0152

Marked Clone

Adv Relationship Banking - 3841: Account Activity Transaction Details

ELECTRONICALLY FILED - 2024 Nov 11 1:33 PM - AIKEN - COMMON PLEAS - CASE#2022CP0202654

Check number: 00000000155

Post date: 05/06/2024

Amount: -375.00

Type: Check

Description: Check

Merchant name: Check

Merchant
information:

Transaction Cash, Checks & Misc: Checks
category:

LINDA J DONOVAN
PO BOX 1182
AIKEN SC 29802
VOID AFTER 90 DAYS

155
67-448/539 SC
308

MAY 4, 2024
Date

Pay To The
Order Of JOHNSONS' FARM + GARDEN \$ 375.00
THREE HUNDRED SEVENTY FIVE AND NO/100
Dollars

BANK OF AMERICA

ACH R/T 05304483 @12.50
For 30 FENCE BOARDS

Linda Donovan

⑆053904483⑆ 2230311838410155

Photo
Series
Signature
Capture

Rolland Clarke

JOHNSON FARM AND GARDEN
25 FENCEBOARDS

FEB 28, 2023
364.50

ELECTRONICALLY FILED - 2024 Nov 11 1:33 PM - AIKEN - COMMON PLEAS - CASE#2022CP0202654

Adv Relationship Banking - 3841: Account Activity Transaction Details

ELECTRONICALLY FILED - 2024 Nov 11 1:33 PM - AIKEN - COMMON PLEAS - CASE#2022CP0202654

Check number: 00000001001

Post date: 06/12/2024

Amount: -147.72

Type: Check

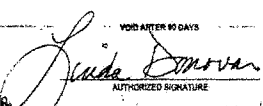
Description: Check

Merchant name: Check

Merchant
information:

Transaction
category: Cash, Checks & Misc: Checks

FOR SECURITY PURPOSES, THE FACE OF THIS DOCUMENT CONTAINS A FOREGROUND BACKGROUND PATTERN. IF THE NUMBER

 BAY HAVEN FARM P.O. Box 1182 Aiken, SC 29802 617-888-4843	BANK OF AMERICA	1001 99-1480339
JUN 8, 2024		
PAY TO THE ORDER OF <u>SHOEMAKER IRRIGATION</u>		\$ <u>147⁷²</u>
<u>ONE HUNDRED FORTY SEVEN AND 72/100</u>		DOLLARS
MEMO <u>12 FENCE BOARDS</u>	VOID AFTER 90 DAYS  AUTHORIZED SIGNATURE	
SECURITY FEATURES INCLUDED. DETAILS ON BACK		
⑈00000⑈ ⑆053904483⑆ 22303118384⑆⑈		

INVOICE

Invoice: 02-106879
Date: 6/8/2024

PO:
CustId: DONOVANL

Cust Email:
Phone: (617) 888-4843
Salesperson: DCreswell
User: Rick



Bill To:
Linda Donovan
PO Box 1182
Aiken, SC 29803 US

Ship To:
Linda Donovan
US

Item	Type	Description	Qty	Tax	Price	Discount	Net Price
1x6x16TSYP	PA	RIV - 1"X6"X16' Treated SYP Fence Boards	12.0000		\$12.31		\$147.72
Total:							\$147.72

Totals	Sub Total:	\$147.72
	Total Tax:	\$0.00
	Invoice Total:	\$147.72

Forms of Payment

Type	Description	Amount
Check	1001	\$147.72
Total Forms of Payment:		\$147.72

Balance Due On This Invoice: \$0.00

Please remit to: 930 Newton Bridge Rd, Athens, GA 30607 Invoices are due 30 days from invoice date. Non payment by the due date a 2% or \$3 minimum late fee will be applied to the invoice. In the event the purchaser is turned over for collection, purchaser must pay all collection cost, reasonable attorneys fees & other costs incurred by the seller. EQUIPMENT SALES ARE FINAL.No part returns after 30 days/ applies to special order items, electric & chemicals. 20% Restocking Fee will be applied

Thank you for your business!

INVOICE

Invoice: 02-104589
Date: 5/16/2024

PO:
CustId: DONOVANL

Cust Email:
Phone: (617) 888-4843
Salesperson: DCreswell
User: RichKinard



Bill To:
Linda Donovan
PO Box 1182
Aiken, SC 29803 US

Ship To:
Linda Donovan
US

Item	Type	Description	Qty	Tax	Price	Discount	Net Price
48NTTR	PA	KWP - 4x8 Post Non-Tapered Treated (85) Bin:Side Fence	1.0000		\$14.32		\$14.32
Total:							\$14.32

Totals

Sub Total: \$14.32
Total Tax: \$0.00
Invoice Total: \$14.32

Forms of Payment

Type	Description	Amount
CIP	DONOVANL Card Name: LINDA DONOVAN Account: *****7229 / VS - Entry Method: Chipped AID: A0000000031010 - ARC: - TSI: E800 TVR: 0000008000 - IAD: Batch: - Approval: 04250D / Verification Method: Signature	\$14.32
Total Forms of Payment:		\$14.32

Balance Due On This Invoice: \$0.00

Please remit to: 930 Newton Bridge Rd, Athens, GA 30607 Invoices are due 30 days from invoice date. Non payment by the due date a 2% or \$3 minimum late fee will be applied to the invoice. In the event the purchaser is turned over for collection, purchaser must pay all collection cost, reasonable attorneys fees & other costs incurred by the seller. EQUIPMENT SALES ARE FINAL.No part returns after 30 days/ applies to special order items, electric & chemicals. 20% Restocking Fee will be applied

Thank you for your business!

INVOICE

Invoice: 02-63986
Date: 10/28/2022

PO:
CustId: DONOVANL

Cust Email:
Phone: (617) 888-4843
Salesperson: DCreswell
User: RichK



Bill To:
Linda Donovan
PO Box 1182
Aiken, SC 29803 US

Ship To:
Linda Donovan

Item	Type	Description	Qty	Tax	Price	Discount	Net Price
1x6x16TSYP	PA	RIV - 1"X6"X16' Treated SYP Fence Boards	20.0000	Y	\$16.02		\$320.40
Total:							\$320.40

Totals	Sub Total:	\$320.40
	Total Tax:	\$25.63
	Invoice Total:	\$346.03

Forms of Payment		
Type	Description	Amount
Check	4006	\$346.03
Total Forms of Payment:		\$346.03

Balance Due On This Invoice: \$0.00

Remit Payment to: 930 Newton Bridge Rd, Athens, GA 30607 Invoices due 30 days from invoice date. In the event of non payment by the due date a 2% or \$3 minimum late fee will be applicable. If purchaser is turned over for collection, purchaser must pay all collection cost, reasonable attorneys fees & other costs incurred by the seller. EQUIPMENT SALES ARE FINAL. No parts returns after 30 days or on special order, electric & chemicals. Customer assumes all risk of damage for material loading.

Thank you for your business!

INVOICE

Invoice: 02-39228
Date: 11/12/2021

PO: 1x6
CustId: DONOVANL

Cust Email:
Phone: (617) 888-4843
Salesperson: DCreswell
User: Rick



Bill To:
Linda Donovan
PO Box 1182
Aiken, SC 29803 US

Ship To:
Linda Donovan

Item	Type	Description	Qty	Tax	Price	Discount	Net Price
1x6x16TSYP	PA	RIV - 1"X6"X16' Treated SYP Fence Boards	50.0000		\$13.50		\$675.00
Total:							\$675.00

Totals							
					Sub Total:		\$675.00
					Total Tax:		\$0.00
					Invoice Total:		\$675.00

Forms of Payment				
Type	Description		Amount	
Check	3794		\$675.00	
Total Forms of Payment:				\$675.00

Balance Due On This Invoice: \$0.00

Please remit to: 930 Newton Bridge Rd, Athens, GA 30607 Invoices are due 30 days from invoice date. In the event of non payment by the due date a 2% or \$3 minimum late fee will be applied to the invoice. In the event the purchaser is turned over for collection, purchaser must pay all collection cost, reasonable attorneys fees & other costs incurred by the seller. ALL EQUIPMENT SALES ARE FINAL & no returns after 30 days or on special order, electric & chemicals. Returns must have an invoice.

Thank you for your business!

COUNTY OF AIKEN
JASON GOINGS, TREASURER

P.O. BOX 919 AIKEN, S. C. 29802

RECEIVED IN PAYMENT OF 2021 AD VALOREM TAXES IN THE AMOUNT OF
PAID ONLY ON THE PROPERTY DESCRIBED HEREON.

\$3,261.48 TOTAL TAX

Delinquent TOTAL MILLS: 235.20

DISTRICT 101 139-19-01-002 ASSM: 13390

465.97

\$3743.05 TOTAL PAID

R-2021-011558
AIKEN PROPERTY TRUST
124 WASHINGTON ST

Check #:
DATE PAID: 5/24/2022
BATCH: 80106
TRAN-NO:
PAID BY:

This is an Official Receipt from the Aiken County Treasurer's Office, Jason Goings, Treasurer
Internet Tax Receipt 11/6/2022

YEAR 2021

DELINQUENT FEES PAID 1620.56

BREACH OF DUTY BY HURLEY

COUNTY OF AIKEN
JASON GOINGS, TREASURER

P.O. BOX 919 AIKEN, S. C. 29802

RECEIVED IN PAYMENT OF 2020 AD VALOREM TAXES IN THE AMOUNT OF
PAID ONLY ON THE PROPERTY DESCRIBED HEREON.

\$3,946.64 TOTAL TAX

Delinquent TOTAL MILLS: 239.50

DISTRICT 101 139-19-01-002 ASSM: 15990

567.25

\$4514.44 TOTAL PAID

R-2020-056344

HURLEY WILLIAM T TRUSTEE

C/O VERDOLINO AND LOWERY PC

Check #:

DATE PAID: 4/20/2021

BATCH: 78782

TRAN-NO:

PAID BY:

This is an Official Receipt from the Aiken County Treasurer's Office, Jason Goings, Treasurer
Internet Tax Receipt 11/6/2022

YEAR 2020

COUNTY OF AIKEN
JASON GOINGS, TREASURER

P.O. BOX 919 AIKEN, S. C. 29802

RECEIVED IN PAYMENT OF 2019 AD VALOREM TAXES IN THE AMOUNT OF
PAID ONLY ON THE PROPERTY DESCRIBED HEREON.

\$3,946.64 TOTAL TAX

Delinquent TOTAL MILLS: 239.50

DISTRICT 101 139-19-01-002 ASSM: 15990

567.25

\$4527.94 TOTAL PAID

R-2019-055652
HURLEY WILLIAM T TRUSTEE
C/O VERDOLINO AND LOWERY PC

Check #:
DATE PAID:
BATCH: 77982
TRAN-NO:
PAID BY:

This is an Official Receipt from the Aiken County Treasurer's Office, Jason Goings, Treasurer
Internet Tax Receipt 11/6/2022

YEAR 2019

COUNTY OF AIKEN
JASON GOINGS, TREASURER

P.O. BOX 919 AIKEN, S. C. 29802

RECEIVED IN PAYMENT OF 2021 AD VALOREM TAXES IN THE AMOUNT OF
PAID ONLY ON THE PROPERTY DESCRIBED HEREON.

\$99.08 TOTAL TAX

Delinquent TOTAL MILLS: 235.20
DISTRICT 101 140-08-04-001 ASSM: 190

6.61

\$121.29 TOTAL PAID

R-2021-056599
HURLEY WILLIAM T TRUSTEE JR
C/O VERDOLINO AND LOWERY PC

Check #:
DATE PAID: 5/24/2022
BATCH: 80106
TRAN-NO:
PAID BY:

This is an Official Receipt from the Aiken County Treasurer's Office, Jason Goings, Treasurer
Internet Tax Receipt 11/6/2022

YEAR 2021

COUNTY OF AIKEN
JASON GOINGS, TREASURER

P.O. BOX 919 AIKEN, S. C. 29802

RECEIVED IN PAYMENT OF 2020 AD VALOREM TAXES IN THE AMOUNT OF
PAID ONLY ON THE PROPERTY DESCRIBED HEREON.

\$98.94 TOTAL TAX

Delinquent TOTAL MILLS: 239.50

DISTRICT 101 140-08-04-001 ASSM: 190

6.74

\$107.23 TOTAL PAID

R-2020-056345

HURLEY WILLIAM T TRUSTEE JR

C/O VERDOLINO AND LOWERY PC

Check #:

DATE PAID: 4/20/2021

BATCH: 78782

TRAN-NO:

PAID BY:

This is an Official Receipt from the Aiken County Treasurer's Office, Jason Goings, Treasurer
Internet Tax Receipt 11/6/2022

YEAR 2020

COUNTY OF AIKEN
JASON GOINGS, TREASURER

P.O. BOX 919 AIKEN, S. C. 29802

RECEIVED IN PAYMENT OF 2019 AD VALOREM TAXES IN THE AMOUNT OF
PAID ONLY ON THE PROPERTY DESCRIBED HEREON.

\$99.94 TOTAL TAX

Delinquent TOTAL MILLS: 239.50

DISTRICT 101 140-08-04-001 ASSM: 190

10.74

\$120.73 TOTAL PAID

R-2019-055653
HURLEY WILLIAM T TRUSTEE JR
C/O VERDOLINO AND LOWERY PC

Check #:
DATE PAID:
BATCH: 77982
TRAN-NO:
PAID BY:

This is an Official Receipt from the Aiken County Treasurer's Office, Jason Goings, Treasurer
Internet Tax Receipt 11/6/2022

YEAR 2019



**AIKEN COUNTY REAL ESTATE
OR PERSONAL PROPERTY TAX NOTICE**

Charles T. Barton, Auditor
(803) 642-1510 PO Box 94, Aiken SC 29802
Jason Goings, Treasurer
(803) 642-2092 PO Box 919, Aiken SC 29802

Aiken Office
1930 University Parkway
Monday - Friday
8:30 AM to 5:00 PM

North Augusta Office
100 Georgia Avenue
Monday - Friday
8:30 AM - 1 PM & 2 PM to 4:30 PM

ACCOUNT NUMBER: R2022011609
NAME: AIKEN PROPERTY TRUST
PROPERTY ADDRESS: 3320 BANKS MILL
SOUTHEAST ROAD
PROPERTY LOCATION: W/S BANKS MILL ROAD

PROPERTY CLASS	FIRE DISTRICT	RATIO	TAXABLE VALUE	LOTS	ACRES	#IMP	TAX DISTRICT	ASSESSED VALUE
Residential	25	.060	2500	000	1		101	150
Agricultural	25	.040	331060	000	39		101	13240

BREAKDOWN OF TAXES

***FROM 1% SALES TAX PASSED FOR AIKEN COUNTY SCHOOLS**

School Levy = 167.90		County Levy = 67.30		Total Levy = 235.20			
TAXING ENTITY		LEVY/MILLS		ASSESSMENT		TAX	
APPROVED BY BOARD OF EDUCATION							
School Operation		134.20		13390		1796.94	
School Prop Relief		134.20		0		0	
School Bond Debt		033.70		13390		451.24	
School Bond Debt Credit *		003.40		13390		-45.53	
APPROVED BY COUNTY COUNCIL							
County Operation		055.40		13390		741.8	
County Debt		002.20		13390		29.46	
Solid Waste		007.10		13390		95.07	
Aiken Technical College		002.50		13390		33.48	
USC - Aiken		000.10		13390		1.34	
Roads		000.00		0		0	
Homestead Exemption		000.00		0		0	
Fire Fee						145.00	
Storm Fee						10.00	
APPROVED BY CITY COUNCIL							

APPRAISED VALUE	
NAME: AIKEN PROPERTY TRUST	
PROPERTY ID: 139-19-01-002	
GIS #: 139-19-01-002	
Taxable Value:	333560
County/School Tax Total	3149.33
Homestead Exemption	0
School Prop Relief	0
School Bond Debt Credit *	-45.53
Fire Fee	145.00
Storm Fee	10.00
TOTAL DUE	3,258.80
PAY AFTER	
3% Jan 18-Feb 01, 2023	3,351.91
10% Feb 02-Mar 16, 2023	3,569.18
15% After Mar 16, 2023	3,724.37

AFTER THE 16TH, DELINQUENT TAX COLLECTOR WILL ACCEPT ONLY CASH, CASHIER'S CHECK OR US POSTAL MONEY ORDER.
CONTACT DELINQUENT TAX COLLECTOR AT 803-642-2091 FOR CORRECT AMOUNT TO PAY.

PLEASE DETACH BOTTOM PORTION AND RETURN TO TREASURER TO ENSURE PROPER CREDIT

JASON GOINGS
AIKEN COUNTY TREASURER
PO BOX 919
AIKEN SC 29802

ACCOUNT NUMBER: R2022011609		PROPERTY ID: 139-19-01-002	
No Penalty, Pay by Jan 17, 2023		3258.8	
3% Jan 18-Feb 01, 2023		3351.91	
10% Feb 02-Mar 16, 2023		3569.18	
15% AFTER MAR 16 2023 - UNPAID TAXES (INCLUDING FIRE FEES) WILL BE FORWARDED TO THE DELINQUENT TAX COLLECTOR AND WILL BE SUBJECT TO ADDITIONAL PENALTIES AND COSTS. CONTACT TAX COLLECTOR FOR CORRECT AMOUNT.			

PLEASE MAKE CHECKS PAYABLE AND REMIT TO:

AIKEN PROPERTY TRUST
C/O VERDOLINO AND LOWEY PC
124 WASHINGTON ST
FOXBOROUGH MA 02035

AIKEN COUNTY TREASURER
PO BOX 919
AIKEN SC 29802



**AIKEN COUNTY REAL ESTATE
OR PERSONAL PROPERTY TAX NOTICE**

Charles T. Barton, Auditor
(803) 642-1510 PO Box 94, Aiken SC 29802
Jason Goings, Treasurer
(803) 642-2092 PO Box 919, Aiken SC 29802

Aiken Office
1930 University Parkway
Monday - Friday
8:30 AM to 5:00 PM

North Augusta Office
100 Georgia Avenue
Monday - Friday
8:30 AM - 1 PM & 2 PM to 4:30 PM

ACCOUNT NUMBER: R2022057222
NAME: HURLEY WILLIAM T TRUSTEE JR
PROPERTY ADDRESS: BANKS MILL ROAD
PROPERTY LOCATION: W/SD OF BANK MILL RD

PROPERTY CLASS	FIRE DISTRICT	RATIO	TAXABLE VALUE	LOTS	ACRES	#IMP	TAX DISTRICT	ASSESSED VALUE
Agricultural	25	.040	4770	000	36.68		101	190

BREAKDOWN OF TAXES

***FROM 1% SALES TAX PASSED FOR AIKEN COUNTY SCHOOLS**

School Levy = 167.90		County Levy = 67.30		Total Levy = 235.20			
TAXING ENTITY		LEVY/MILLS		ASSESSMENT		TAX	
APPROVED BY BOARD OF EDUCATION							
School Operation		134.20		190		25.5	
School Prop Relief		134.20		0		0	
School Bond Debt		033.70		190		6.4	
School Bond Debt Credit *		003.40		190		-0.65	
APPROVED BY COUNTY COUNCIL							
County Operation		055.40		190		10.52	
County Debt		002.20		190		0.42	
Solid Waste		007.10		190		1.35	
Aiken Technical College		002.50		190		0.48	
USC - Aiken		000.10		190		0.02	
Roads		000.00		0		0	
Homestead Exemption		000.00		0		0	
Fire Fee						55.00	
APPROVED BY CITY COUNCIL							
No Penalty, Pay by Jan 17, 2023							
						99.04	

APPRAISED VALUE	
NAME: HURLEY WILLIAM T TRUSTEE JR	
PROPERTY ID: 140-08-04-001	
GIS #: 140-08-04-001	
Taxable Value:	4770
County/School Tax Total	44.69
Homestead Exemption	0
School Prop Relief	0
School Bond Debt Credit *	-0.65
Fire Fee	55.00
TOTAL DUE	
99.04	
PAY AFTER	
3% Jan 18-Feb 01, 2023	100.36
10% Feb 02-Mar 16, 2023	103.44
15% After Mar 16, 2023	105.65

AFTER THE 16TH, DELINQUENT TAX COLLECTOR WILL ACCEPT ONLY CASH, CASHIER'S CHECK OR US POSTAL MONEY ORDER.
CONTACT DELINQUENT TAX COLLECTOR AT 803-642-2081 FOR CORRECT AMOUNT TO PAY.

PLEASE DETACH BOTTOM PORTION AND RETURN TO TREASURER TO ENSURE PROPER CREDIT

JASON GOINGS
AIKEN COUNTY TREASURER
PO BOX 919
AIKEN SC 29802

ACCOUNT NUMBER: R2022057222	PROPERTY ID: 140-08-04-001
No Penalty, Pay by Jan 17, 2023	99.04
3% Jan 18-Feb 01, 2023	100.36
10% Feb 02-Mar 16, 2023	103.44
15% AFTER MAR 16, 2023 - UNPAID TAXES (INCLUDING FIRE FEES) WILL BE FORWARDED TO THE DELINQUENT TAX COLLECTOR AND WILL BE SUBJECT TO ADDITIONAL PENALTIES AND COSTS. CONTACT TAX COLLECTOR FOR CORRECT AMOUNT	

PLEASE MAKE CHECKS PAYABLE AND REMIT TO:

HURLEY WILLIAM T TRUSTEE JR
OF AIKEN PROPERTY TRUST
C/O VERDOLINO AND LOWERY PC
124 WASHINGTON ST FOXBOROUGH MA 02035

AIKEN COUNTY TREASURER
PO BOX 919
AIKEN SC 29802

ELECTRONICALLY FILED - 2024 Nov 11 1:33 PM - AIKEN - COMMON PLEAS - CASE#2022CPO202654



(/ebpp/BPS/BillPay)

Payment History

Payment History

Payment Method Payment Date Total Amount Status

Card 6/21/2022 675.00 Paid

Card 5/26/2022 675.00 Paid 2022 2672

Card 4/25/2022 668.00 Paid

Card 3/7/2022 668.00 Paid

Card 1/21/2022 661.00 Paid

Card 5/21/2021 648.00 Paid 2021 2571

Card 4/23/2021 641.00 Paid

Card 3/19/2021 641.00 Paid

Card 2/1/2021 641.00 Paid

2015 2460 *
16 2892
17 2460 *
18 2460
19 2376
20 2460



*EST

20,351

MESSAGES

View

PLEASE CALL YOUR AGENT FOR ALL BILLING INQUIRIES OR QUESTIONS REGARDING YOUR POLICY.

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ELECTRONICALLY FILED - 2024 Nov 11 1:33 PM - AIKEN - COMMON PLEAS - CASE#2022CP0202654

JOHN JOSEPH DONOVAN

555

51-7218/2211
344

MAY 1, 2016
DATE

Pay TO THE ORDER OF STARNET INSURANCE CO. \$ 970⁰⁰

NINE HUNDRED SEVENTY AND NO/100 DOLLARS

People's United Bank

peoples.com

FOR ACCT 10034295

John A. Donovan MP

⑆221172186⑆ 6500404204⑈ 0555

Harland Clarke

JOHN JOSEPH DONOVAN

156

51-7218/2211
344

APR 24, 2015
DATE

PAY TO THE ORDER OF CHRIS COULTHARD

\$ 650.00

SIX HUNDRED FIFTY AND NO/100

DOLLARS



Security
Features
Details on
back.

People's United
Bank

peoples.com

FOR AIKEN HVAC

John J. Donovan MP

⑆221172186⑆ 6500404204⑈ 0156

Harland Clarko

JOHN JOSEPH DONOVAN

567

51-7218/2211
344

JUN 16, 2016
DATE

PAY TO THE ORDER OF FENCING SOLUTIONS

\$ 90⁰⁰

NINETY AND NO/100

DOLLARS



Security
Features
Details on
Back

People's United
Bank
peoples.com

FOR

John A. Donovan MP

⑆221172186⑆ 6500404204⑈

0567

Harland Clarke

JOHN JOSEPH DONOVAN

233

51-7218/2211
344

APR 5, 2016
DATE

PAID TO THE ORDER OF ENVIROSCAPE \$ 485⁰⁰
FOUR HUNDRED EIGHTY FIVE AND NO/100 DOLLARS

People's United Bank
peoples.com

FOR _____ John J. Donovan MP

⑆221172186⑆ 6500404204 0233

Hartland Clerk

Farm Maintenance

WWW.COMPUCHECKS.COM 888.350.5561

3661

Shane Doyle Farms, LLC
Date Type Reference
10/21/2020 Bill

Original Amt.
8,835.00

Balance Due
8,835.00

10/20/2020
Discount
Check Amount

Payment
8,835.00
8,835.00

Bank of America--Far Driveway Repair

8,835.00

Farm Maintenance

WWW.COMPUCHECKS.COM 888.350.5561

3661

Shane Doyle Farms, LLC
Date Type Reference
10/21/2020 Bill

Original Amt.
8,835.00

Balance Due
8,835.00

10/20/2020
Discount
Check Amount

Payment
8,835.00
8,835.00

Bank of America--Far Driveway Repair

8,835.00

ELECTRONICALLY FILED - 2024 Nov 11 1:33 PM - AIKEN - COMMON PLEAS - CASE#2022CP0202654

JOHN JOSEPH DONOVAN

562

51-7218/2211
344

JUN 7, 2016

DATE

PAY TO THE
ORDER OF

AA FENCE

\$ 225⁶⁰

TWO HUNDRED TWENTY FIVE AND ⁶⁰/₁₀₀ DOLLARS

Security
Features
Detailed on
Back.

**People's United
Bank**

peoples.com

For

John J. Donovan

MP

⑆221172186⑆ 6500404204⑆

0562

Harland Clarke

JOHN JOSEPH DONOVAN

237

51-7218/2211
344

APR 27, 2016
DATE

Pay TO THE
ORDER OF SUN PRO TINT

\$ 670 ⁰⁴

SIX HUNDRED SEVENTY AND ⁰⁴/100

DOLLARS



Security
Features
Details on
Back.

**People's United
Bank**

peoples.com

For

John J. Donovan
0237

MP

⑆221172186⑆ 6500404204⑆

Harland Clarke

PAINTING

5225. -

11/16/2015

Donald Wade

**2,800.00

Two Thousand Eight Hundred and 00/100*****

Donald Wade
669 Glenwood Drive
Aiken, SC 29803

Banks Mill Deck, Front Exterior and Tack Room Pai

Donald Wade					11/16/2015	
Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
11/16/2015	Bill	Nov 2015	2,800.00	2,800.00		2,800.00
					Check Amount	2,800.00

Bank of America--Far	Banks Mill Deck, Front Exterior and Tack Room	2,800.00
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Donald Wade					11/16/2015	
Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
11/16/2015	Bill	Nov 2015	2,800.00	2,800.00		2,800.00
					Check Amount	2,800.00

Bank of America--Far	Banks Mill Deck, Front Exterior and Tack Room	2,800.00
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3/4/2016

Donald Wade

**2,425.00

Two Thousand Four Hundred Twenty-Five and 00/100*****

Donald Wade
669 Glenwood Drive
Aiken, SC 29803

Banks Mill Deck, Interior, Guest Apartment, Wash S

Donald Wade				3/4/2016		
Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
3/4/2016	Bill	Mar 2016	2,425.00	2,425.00		2,425.00
				Check Amount		2,425.00

Bank of America--Far	Banks Mill Deck, Interior, Guest Apartment, Wa	2,425.00
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Donald Wade				3/4/2016		
Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
3/4/2016	Bill	Mar 2016	2,425.00	2,425.00		2,425.00
				Check Amount		2,425.00

Bank of America--Far	Banks Mill Deck, Interior, Guest Apartment, Wa	2,425.00
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FENCE BOARDS

3717

4/27/2021

Shoemaker Irrigation

1368.79

**347.76

Three Hundred Forty-Seven and 76/100*****

Shoemaker Irrigation
2041 Richland Avenue E
Aiken, SC 29801

Shoemaker Irrigation				4/27/2021	
Date	Type	Reference	Original Amt.	Balance Due	Discount
4/27/2021	Bill		347.76	347.76	
				Check Amount	347.76

Bank of America--Far 347.76

Shoemaker Irrigation				4/27/2021	
Date	Type	Reference	Original Amt.	Balance Due	Discount
4/27/2021	Bill		347.76	347.76	
				Check Amount	347.76

Bank of America--Far 347.76

SIDEMAKER IRRIGATION

NOV 12, 2021

50 FENCEBOARDS

675⁰⁰

FENCE BOARDS

~~1024~~03

DANIEL

SHOEMAKER IRRIGATION
20 FENCE BOARDS

OCT 28, 2022

346 ⁰³

FENCING

4568. -

3063

1/30/2018

SC Trading

**205.00

Two Hundred Five and 00/100*****

SC Trading

20 Fence Boards @ \$8.25 = \$165 + \$40 Screws

SC Trading				1/30/2018		
Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
1/30/2018	Bill	Fence Boards	205.00	205.00		205.00
				Check Amount		205.00

Bank of America--Far	20 Fence Boards @ \$8.25 = \$165 + \$40 Screws	205.00
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SC Trading				1/30/2018		
Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
1/30/2018	Bill	Fence Boards	205.00	205.00		205.00
				Check Amount		205.00

Bank of America--Far	20 Fence Boards @ \$8.25 = \$165 + \$40 Screws	205.00
----------------------	--	--------

3128
4/27/2018

SC Trading

**3,996.50

Three Thousand Nine Hundred Ninety-Six and 50/100*****

SC Trading

95 Boards @ \$8.25, 185 Posts @ 8.75, 7 Wire @ 2

SC Trading				4/27/2018		
Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
4/27/2018	Bill	Fence Boards	3,996.50	3,996.50		3,996.50
				Check Amount		3,996.50

Bank of America--Far	95 Boards @ \$8.25, 185 Posts @ 8.75, 7 Wire	3,996.50
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SC Trading				4/27/2018		
Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
4/27/2018	Bill	Fence Boards	3,996.50	3,996.50		3,996.50
				Check Amount		3,996.50

Bank of America--Far	95 Boards @ \$8.25, 185 Posts @ 8.75, 7 Wire	3,996.50
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3134
5/2/2018

SC Trading

**74.00

Seventy-Four and 00/100*****

SC Trading

8 Posts 5 x 8 @ 9.25

SC Trading					5/2/2018	
Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
5/2/2018	Bill	Fence Boards	74.00	74.00		74.00
					Check Amount	74.00

Bank of America--Far 8 Posts 5 x 8 @ 9.25 74.00

SC Trading					5/2/2018	
Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
5/2/2018	Bill	Fence Boards	74.00	74.00		74.00
					Check Amount	74.00

Bank of America--Far 8 Posts 5 x 8 @ 9.25 74.00

7321

2/6/2019

SC Trading

**292.50

Two Hundred Ninety-Two and 50/100*****

SC Trading

30 Fence Boards @ \$8.25 = \$247.50 + \$45 Screws

SC Trading				2/6/2019		
Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
2/6/2019	Bill	Fence Boards	292.50	292.50		292.50
				Check Amount		292.50

Bank of America--Far	30 Fence Boards @ \$8.25 = \$247.50 + \$45 Scr	292.50
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SC Trading				2/6/2019		
Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
2/6/2019	Bill	Fence Boards	292.50	292.50		292.50
				Check Amount		292.50

Bank of America--Far	30 Fence Boards @ \$8.25 = \$247.50 + \$45 Scr	292.50
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PLUMBING
REPLACE UNSAFE PIPING
CORRECT UNSAFE VENTING
INSTALL NEW BARN FAUCETS

3040

12/1/2017

Pipeworks

**689.21

Six Hundred Eighty-Nine and 21/100*****

Pipeworks
P.O. Box 619
Montmorenci, SC 29839

3642.39

Linda Donovan 12996

Pipeworks				12/1/2017		
Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
12/1/2017	Bill	12996	689.21	689.21		689.21
				Check Amount		689.21

Bank of America--Far Linda Donovan 12996 689.21

Pipeworks				12/1/2017		
Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
12/1/2017	Bill	12996	689.21	689.21		689.21
				Check Amount		689.21

Bank of America--Far Linda Donovan 12996 689.21

3140

5/8/2018

Pipeworks

**1,125.58

One Thousand One Hundred Twenty-Five and 58/100*****

Pipeworks
P.O. Box 619
Montmorenci, SC 29839

Linda Donovan 13248, Mar 30

Pipeworks					5/8/2018	
Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
5/8/2018	Bill	13248	1,125.58	1,125.58		1,125.58
					Check Amount	1,125.58

Bank of America--Far Linda Donovan 13248, Mar 30 1,125.58

Pipeworks					5/8/2018	
Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
5/8/2018	Bill	13248	1,125.58	1,125.58		1,125.58
					Check Amount	1,125.58

Bank of America--Far Linda Donovan 13248, Mar 30 1,125.58

3417

7/12/2019

Pipeworks

**194.57

One Hundred Ninety-Four and 57/100*****

Pipeworks
P.O. Box 619
Montmorenci, SC 29839

Linda Donovan 14150, Jul 12

Pipeworks					7/12/2019	
Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
7/12/2019	Bill	14150	194.57	194.57		194.57
					Check Amount	194.57

Bank of America--Far Linda Donovan 14150, Jul 12 194.57

Pipeworks					7/12/2019	
Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
7/12/2019	Bill	14150	194.57	194.57		194.57
					Check Amount	194.57

Bank of America--Far Linda Donovan 14150, Jul 12 194.57

3539

3/6/2020

Pipeworks

**439.76

Four Hundred Thirty-Nine and 76/100*****

Pipeworks
P.O. Box 619
Montmorenci, SC 29839

Linda Donovan 14629

Pipeworks					3/6/2020	
Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
3/6/2020	Bill	14629	439.76	439.76		439.76
					Check Amount	439.76
Bank of America--Far Linda Donovan 14629						439.76

Pipeworks					3/6/2020	
Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
3/6/2020	Bill	14629	439.76	439.76		439.76
					Check Amount	439.76

Bank of America--Far Linda Donovan 14629 439.76

3132

1/28/2021

Pipeworks

**408.53

Four Hundred Eight and 53/100*****

Pipeworks
P.O. Box 619
Montmorenci, SC 29839

Linda Donovan 15160

Pipeworks					1/28/2021	
Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
1/28/2021	Bill	15160	408.53	408.53		408.53
					Check Amount	408.53

Bank of America--Far Linda Donovan 15160 408.53

Pipeworks					1/28/2021	
Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
1/28/2021	Bill	15160	408.53	408.53		408.53
					Check Amount	408.53

Bank of America--Far Linda Donovan 15160 408.53

3835

9/3/2021

Pipeworks

**422.75

Four Hundred Twenty-Two and 75/100*****

Pipeworks
P.O. Box 619
Montmorenci, SC 29839

Linda Donovan 15465

Pipeworks					9/3/2021	
Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
9/3/2021	Bill	15465	422.75	422.75		422.75
Check Amount						422.75
Bank of America--Far Linda Donovan 15465						422.75

Pipeworks					9/3/2021	
Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
9/3/2021	Bill	15465	422.75	422.75		422.75
Check Amount						422.75

Bank of America--Far Linda Donovan 15465 422.75