

RECEIVED

Apr 18 2022

SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas
The Honorable L. Casey Manning

Circuit Court Case No. 2015-CP-40-07268
Appellate Case No. 2021-00898

Jimmy Helms Respondent,

v.

Debbie Willing.....Appellant.

RECORD ON APPEAL

VOLUME I

FORD WALLACE THOMSON LLC
Ainsley F. Tillman
Ian S. Ford
715 King Street
Charleston, South Carolina 29403
(843) 277-2011
Attorneys for Appellant

MOORE BRADLEY MYERS
S. Jahue Moore
1700 Sunset Blvd.
West Columbia, South Carolina
29169
(803) 796-9160
Attorneys for Respondent

INDEX

VOLUME I

Orders

Scheduling Order, filed Feb. 22, 2019	1
Scheduling Order, filed Feb. 10, 2020	4
Order, appointing Court forensic examiner, filed Sept. 18, 2020	6
Order, filed June 21, 2021	7
Order Denying Motion for Reconsideration, filed July 19, 2021	11

Pleadings

Summons and Complaint, Family Court, filed Sept. 22, 2015	14
Answer, Family Court, filed Nov. 3, 2015	21
Summons and Complaint, Circuit Court, filed Dec. 4, 2015	25
Answer and Counterclaim, Circuit Court, filed Jan. 11, 2016.....	31
Defendant's Notice of Deposition of Plaintiff, filed Mar. 28, 2016.....	35
Defendant's Second Notice of Deposition of Plaintiff, filed Dec. 28, 2016	38

Motions

Willing Motion for Summary Judgment, filed May 18, 2020.....	40
Willing Memorandum in Support of Motion for Summary Judgment, filed July 8, 2020.....	41
Helms Memorandum in Opposition to Motion for Summary Judgment, filed June 18, 2020.....	54
Willing Pre-Trial Brief, filed July 8, 2019	70
Helms Pre-Trial Brief, filed July 9, 2019	72

Willing Motion to Reconsider, filed June 29, 2021.....	76

Transcripts

Trial, July 13-14, 2020	81
Deborah Willing, Direct Examination by Mr. Moore	105
James Helms, Direct by Mr. Moore.....	191
Cross-Examination by Ms. Jeffries	242
Wendy Burnett, Direct by Mr. Moore.....	318
Cross-Examination by Ms. Jeffries.....	322
John M. Knotts, Jr., Direct by Mr. Moore.....	327
Cross-Examination by Ms. Jeffries.....	330
Betty B. Knotts, Direct by Mr. Moore.....	333
Cross-Examination by Ms. Jeffries.....	336
Christa H. Wilks, Direct by Mr. Moore.....	338
Cross-Examination by Ms. Jeffries.....	342
Viral Patel, Direct by Mr. Moore.....	349
Cross-Examination by Ms. Jeffries.....	355
Michael Wilks, Direct by Mr. Moore.....	359
Cross-Examination by Ms. Jeffries.....	362
Kaden Helms, Direct by Mr. Moore.....	365
Cross-Examination by Ms. Jeffries.....	368
<i>End of Plaintiff's Case in Chief</i>	
Deborah Willing, Direct by Ms. Jeffries.....	369
Cross-Examination by Mr. Moore.....	396

Redirect by Ms. Jeffries	406

VOLUME II

Exhibits

Plaintiff's Exhibit 1, Photograph	414
Plaintiff's Exhibit 2, Photograph	415
Plaintiff's Exhibit 3, Photograph	416
Plaintiff's Exhibit 4, Photograph	417
Plaintiff's Exhibit 5, E*Trade Document	418
Plaintiff's Exhibit 6, Summons and Complaint.....	454
Plaintiff's Exhibit 7, Letter from Ms. Jeffries to Mr. Moore, enclosing Defendant's Discovery Requests to Plaintiff	460
Plaintiff's Exhibit 8, Letter from Mr. Moore to Jimmy Helms	461
Plaintiff's Exhibit 9, Letter from SCE&G to Mr. Helms	462
Plaintiff's Exhibit 10, AT&T Statement	464
Defendant's Exhibit 1, Real Estate Title	475
Defendant's Exhibit 2, Real Estate Title	477
Defendant's Exhibit 3, Real Estate Title	479
Defendant's Exhibit 4, Real Estate Title	482
Defendant's Exhibit 5, Real Estate Title	484
Defendant's Exhibit 6, Real Estate Title	487
Defendant's Exhibit 7, Real Estate Title	489
Defendant's Exhibit 8, Real Estate Title	491
Defendant's Exhibit 9, Mortgage	493

Defendant’s Exhibit 10, Satisfaction of Mortgage.....	496
Defendant’s Exhibit 11, Mortgage	498
Defendant’s Exhibit 12, Satisfaction of Mortgage.....	502
Defendant’s Exhibit 13, Real Estate Title	504
Defendant’s Exhibit 14, Agreement, re: L&D Enterprises LLC.....	508
Court’s Exhibit No. 1, Transcript, Deposition of Debbie Willing.....	510
Court’s Exhibit No. 2, Deposition Transcript.....	526
Court’s Exhibit No. 3, Promissory Note.....	562

Other Materials

Helms Witness List.....	564
Complaint, <i>L&D Enterprises LLC d/b/a Jimmy’s Mini Mart and Debra Willing v. MECO of Augusta, et al</i>	568
M. Hodge Discovery Requests to Parties, <i>e.g.</i>	577
M. Hodge Billing Statements	626
M. Hodge Summary Report.....	634
M. Hodge Detailed Report.....	645
Email from The Honorable L. Casey Manning to Mr. Moore and Ms. Jeffries, March 2, 2021	730
Letter from Ms. Jeffries to The Honorable L. Casey Manning, March 17, 2021	731
Email from The Honorable L. Casey Manning to Mr. Moore, July 8, 2021	732

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2015CP4007268

Jimmy Helms
PLAINTIFF(S)

Debbie Willing
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:

Schedule Conference held on February 22, 2019.

Discovery completed by April 1, 2019.

Trial removed from May 6, 2019 Non-Jury trial roster and placed on May 20, 2019 Non-Jury trial roster.

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 02/22/2019 .

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.



Richland Common Pleas

Case Caption: Jimmy Helms vs Debbie Willing

Case Number: 2015CP4007268

Type: Order/Electronic Form 4

So Ordered

Jocelyn Newman, Chief Judge for Administrative
Purposes, Court of Common Pleas, 5th Judicial
Circuit

Electronically signed on 2019-02-22 12:10:42 page 3 of 3

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF RICHLAND	)	C/A No.: 2015-CP-40-07268
	)	
Jimmy Helms,	)	
	)	
	)	
Plaintiff,	)	
	)	
vs.	)	AMENDED CONSENT
	)	SCHEDULING ORDER
	)	
Debbie Willing,	)	
	)	
	)	
Defendant.	)	

COME NOW Defendant, jointly with Plaintiff, by and through their respective counsel of record, and for good cause shown of completing depositions, discovery, and mediation prior to trial, hereby respectfully moved the Court for a Consent Scheduling Order pursuant to Rule 16 of the South Carolina Rules of Civil Procedure.

The parties consent to the following Scheduling Order dates:

1. Mediation shall be completed by June 1, 2020; and,
2. This case shall be set for trial not before June 15, 2020.

AND IT IS SO ORDERED.

The Honorable Alison Renee Lee
Chief Administrative Judge, Common Pleas

I SO CONSENT:

/s/ S. Jahue Moore, Esquire

S. Jahue Moore, Esquire
SC BAR NO: 4063
Moore Taylor Law Firm, PA
PO Box 5709
W. Columbia, SC 29171
Phn. No: (803) 796-9160
Fax No: (803) 791-8410
jake@mttlaw.com
Attorneys for the Plaintiff

I SO CONSENT:

/s/ Lakesha Jeffries, Esquire

Lakesha Jeffries, Esquire
SC BAR NO: 71736
Jeffries Law Firm, LLC
PO Box 646
Orangeburg, SC 29116
Phn. No: (803) 531-6300
Fax No: (803) 536-6001
ljeffries@jeffrieslawsc.com
Attorneys for the Defendant



Richland Common Pleas

Case Caption: Jimmy Helms vs Debbie Willing

Case Number: 2015CP4007268

Type: Order/Scheduling Order

IT IS SO ORDERED!

s/ Alison Renee Lee, Chief Administrative Judge
for 2020

Electronically signed on 2020-02-08 09:53:27 page 2 of 2

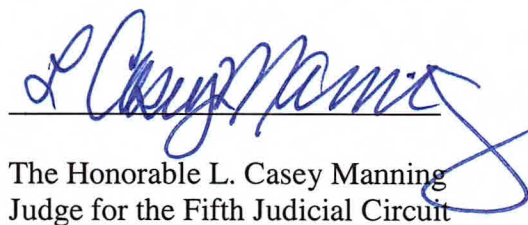
STATE OF SOUTH CAROLINA	)	
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF RICHLAND	)	
Jimmy Helms,	)	C.A. No.: 2015-CP-40-07268
	)	
Plaintiff,	)	
	)	
vs.	)	ORDER
	)	
Debbie Willing,	)	
	)	
Defendant.	)	
_____	)	

This case was recently tried before me. The parties had business and personal dealings for a significant period of time.

Prior to trial relevant documentation was requested but not produced. I have ordered both parties to produce relevant documents as needed and I have appointed Marcus B. Hodge with ASC Forensic as a Court forensic examiner.

Because of the lack of documents, the record is incomplete. The Court needs a full record and report from the forensic examiner before rendering a Final Order as to an accounting and the appropriate division of property.

AND IT IS SO ORDERED.


 The Honorable L. Casey Manning
 Judge for the Fifth Judicial Circuit

Columbia, South Carolina
Sept 18, 2020

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

JIMMY HELMS,

Plaintiff,

v.

DEBBIE WILLING,

Defendant.

IN THE COURT OF COMMON PLEAS
FOR THE FIFTH JUDICIAL CIRCUIT

C/A No.: 2015-CP-40-07268

ORDER

PROCEDURAL HISTORY

This action was commenced on December 15, 2015 by the filing of a Summons and Complaint. The complaint alleged (1) that the parties were engaged in a partnership and that the partnership property should be divided, (2) a breach of fiduciary duty by Defendant, and (3) conversion by Defendant. A bench trial was held on July 13 and 14, 2020 with S. Jahue Moore, Esq. appearing on behalf of Plaintiff and Lakesha Jeffries, Esq. appearing on behalf of Defendant. The court considered all filings and testimony when making its conclusions of law, including the reports (hereinafter Forensic Report) prepared by the forensic accountant Marcus B. Hodge, CPA/ABV/CFF, MBA, CFE, of ASC Forensic.

This is an action which involves title and interest in the following real estate and property: 1900 Oceola Drive, 1904 Oceola Drive, 1905 Oceola Drive, 812 Meeting Street, 820 Meeting Street, 809 Shull Street, and 185 Harbor Watch; payments made by Viral Patel for the convenience store located at 812 and 820 Meeting Street; proceeds from a lawsuit of \$100,000; and a deposit account valued at \$86,620.48. This Court finds that both Parties have had sufficient time, over the course of the six years this action has been pending, to have all real estate and property appraised and valued to support their opinions.

CONCLUSIONS OF FACT AND LAW

The court finds that the Defendant owns the disputed properties of 1900 Oceola, 1904 Oceola, 809 Shull, and 185 Harbour Watch. According to the Forensic Report, the real estate listed above was purchased by the Defendant. The conclusions of the Forensic Report and the testimony of the parties show that the real estate listed above was not only purchased by the Defendant but the Defendant also paid mortgages and bills associated with the properties.

The court finds that the Plaintiff owns the disputed property at 1905 Oceola. According to the Forensic Report, 1905 Oceola was purchased by the Plaintiff on May 4, 2010 and that Plaintiff sold the property on May 15, 2017. There is no evidence from the Forensic Report or the parties testimony that 1905 Oceola was claimed by the Defendant or that the Defendant shared in the profits or losses associated with the property.

According to the Forensic Report, Plaintiff purchased 812 Meeting Street on May 1, 2002 and Defendant purchased 820 Meeting Street on August 27, 2004. Subsequently, Plaintiff transferred 812 Meeting Street to Defendant for \$5.00 on January 6, 2006. L&D Enterprises, LLC's alias was Jimmy's Mini Mart, located on both 812 Meeting Street and 820 Meeting Street.

The Plaintiff and Defendant testified that they worked at Jimmy's Mini Mart in various capacities, with Defendant retaining the purported legal title to the Meeting Street properties through Defendant's management of L&D Enterprises. The Forensic Report notes that both Plaintiff and Defendant were authorized signers on L&D Enterprises accounts and that when the property was sold to Viral Patel, Mr. Patel believed the seller to be both Plaintiff and Defendant.

The court finds that the disputed property was held as partnership property. Under the common law, a partnership is a "voluntary contract between two or more competent persons to place their money, effects, labor and skill, or some or all of them, in lawful commerce or business,

with the understanding that there shall be a proportional sharing of the profits and losses between them. *Black's Law Dictionary* 1120 (6th ed. 1990). To determine whether a partnership exists, the following tests are used: (1) the sharing of profits and losses; (2) community of interest in capital or property; and (3) community if interest in control and management. *Moore v. Moore*, 360 S.C. 241, 599 S.E.2d 467 (Ct. App. 2004). A partnership may be found to exist by implication from the parties' conduct. *Stephens v. Stephens*, 213 S.C. 525, 50 S.E.2d 577 (1948); see also *Wyman v. Davis*, 223 S.C. 172, 74 S.E.2d 694 (1953) (a partnership agreement may be implied and without express intention). *Corley v. Ott*, 326 S.C. 89, 92, 485 S.E.2d 97, 99 (1997).

The parties have sought an equitable division of disputed property. The court finds that Plaintiff holds legal title to 812 Meeting Street and 820 Meeting Street. The court finds that it would be inequitable to divide the Meeting Street properties as they operate as joint property for Jimmy's Mini Mart, now Jimmy's Citgo.

The court finds that Plaintiff and Defendant are each entitled to one half of the sale amount for Jimmy's Mini Mart/Jimmy's Citgo and one half of the settlement amount from the Lexington County lawsuit. The combined amount from the Forensic Report is \$208,335.00.

The court finds that Plaintiff and Defendant are each entitled to one half of the Deposit Account funds, valued at \$86,620.48 by the Forensic Report, as the money was acquired as partnership funds during the period of co-habitation by Plaintiff and Defendant.

AND IT IS SO ORDERED.

THE HONORABLE L. CASEY MANNING
CHIEF ADMINISTRATIVE JUDGE
FIFTH JUDICIAL CIRCUIT

_____, 2021
Columbia, South Carolina



Richland Common Pleas

Case Caption: Jimmy Helms vs Debbie Willing

Case Number: 2015CP4007268

Type: Order/Other

So Ordered

s/L. Casey Manning, 2061

Electronically signed on 2021-06-21 10:26:52 page 4 of 4

ROA 000010

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF RICHLAND	)	C.A. No.: 2015-CP-40-07268
	)	
Jimmy Helms,	)	
	)	
	)	ORDER DENYING MOTION FOR
Plaintiff,	)	RECONSIDERATION AND DENYING
	)	MOTION FOR NEW TRIAL
vs.	)	
	)	
Debbie Willing,	)	
	)	
Defendant.	)	

This matter is before the Court pursuant to Defendant's Notice of Motion and Motion for Reconsideration or in the Alternative Motion for New Trial that was E-Filed on June 29, 2021 and served on June 30, 2021, within the 10 days prescribed by Rule 59(e). Plaintiff is represented by S. Jahue Moore, Esq. and Defendant is represented by Lakesha Jeffries, Esq.

The original order in this case was signed on June 21, 2021. The order held that a partnership existed and partnership property was equitably divided amongst the Plaintiff and Defendant. Defendant's Motion to Reconsider contends that the Court erred in declaring a partnership existed, erred in deeming that the 812 Meeting Street and 820 Meeting Street properties could not be equitably sold, failed to order a winding up of the affairs of the partnership, and erred in dividing sale proceeds, litigation proceeds, and a deposit account balance.

The Motion to Reconsider or for New Trial is hereby DENIED. The analysis in the June 21, 2021 order of the existence of a partnership is reaffirmed and the winding up of partnership affairs was accomplished by the equitable division of the partnership property. The equitable division of property in the June 21, 2021 order relied on the filings and testimony of the parties at trial and a forensic accountant report prepared by Marcus Hodge that included extensive financial records of the Plaintiff and Defendant.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Defendant's Notice of Motion and Motion for Reconsideration or in the Alternative Motion for New Trial is hereby DENIED.

AND IT IS SO ORDERED.

THE HONORABLE L. CASEY MANNING
CHIEF ADMINISTRATIVE JUDGE
FIFTH JUDICIAL CIRCUIT

_____, 2021

Columbia, South Carolina



Richland Common Pleas

Case Caption: Jimmy Helms vs Debbie Willing

Case Number: 2015CP4007268

Type: Order/Other

So Ordered

s/L. Casey Manning, 2061

Electronically signed on 2021-07-19 14:55:25 page 3 of 3

Sept 29th
Served

RICHLAND COUNTY
FILED

2015 SEP 22 PM 12:17

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

IN THE FAMILY COURT
FIFTH JUDICIAL CIRCUIT

Jimmy Helms

JEANETTE W. MOORE
CC, CP, GS

Plaintiff
& FAMILY COURT

vs.

Debbie Willing

Defendant.) Docket No. _____

FAMILY COURT COVERSHEET

15DR403557

NOTE: The coversheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for docketing purposes for the Clerk of Court and must be signed and dated, and filled out completely. A copy of this coversheet must be served on the defendant(s) along with the Summons and Complaint.

Submitted by: S. Jahue Moore
Address: P.O. Box 5709
West Columbia, SC 29171
Email: jake@mttlaw.com

SC Bar # 4063
Telephone # 803-796-9160
Fax # 803-791-8410
Other: _____

DOCKETING INFORMATION (Check one box below if filing in a Mandatory Mediation County)

- ☐ This case is subject to MEDIATION pursuant to the Family Court Alternative Dispute Resolution Rules.
☒ This case is exempt from ADR (certificate attached).

**Nature of Action Codes
(Check One)**

Marital Dissolution

- ☐ Divorce (110)
☐ Annulment (120)
☒ Separate Support and Maintenance (130)
☐ Registration of Foreign Divorce Decree – without support/custody (190)
☐ Registration of Foreign Divorce Decree – with support/custody (191)
☐ Marital Dissolution – Other (199) _____

Abuse and Neglect

- ☐ Abuse and Neglect – Child (210)
☐ Abuse and Neglect – Adult (220)
☐ Abuse and Neglect – Other (299) _____

Juvenile Delinquency

- ☐ Truancy (311)
☐ Incurable (312)
☐ Runaway (313)
☐ Criminal Offense (320)
☐ Juvenile Delinquency – Other (399) _____

Protection from Domestic Abuse

- ☐ Domestic Abuse – Intimate Partner (410)
☐ Domestic Abuse – Minor (420)
☐ Registration of Foreign Order of Protection (490)
☐ Domestic Abuse – Other (499) _____

Support

- ☐ Child Support – Private (501)
☐ Child Support – Administrative Process (502)
☐ Child Support – Judicial Process (503)
☐ Registration of Foreign Order of Support (504)
☐ UIFSA – Outgoing (505)
☐ UIFSA – Incoming (506)
☐ Modification of Child Support – Private (507)
☐ Modification of Child Support – DSS (508)
☐ Modification of Alimony (525)
☐ College Expenses (530)
☐ Support – Other (599) _____

Custody/Visitation

- ☐ Child Custody/Visitation (610)
☐ Modification of Custody/Visitation (615)
☐ Registration of Foreign Child Custody Order (690)
☐ Custody/Visitation – Other (699) _____

Miscellaneous Actions

- ☐ Name Change (710)
☐ Correction/Birth Record (720)
☐ Judicial Bypass (730)
☐ Adoption (740)
☐ Foreign Adoption (741)
☒ Post Dissolution Equitable Distribution (750)
☐ Paternity – Private (761)
☐ Paternity – DSS (762)
☐ Termination of Parental Rights – Private (771)
☐ Termination of Parental Rights – DSS (772)
☐ Miscellaneous Actions – Others (799) _____

Submitting Party Signature: _____

Custodial Parent (if applicable): _____

Date: September 17, 2015

Note: Frivolous civil proceedings are subject to sanctions pursuant to Rule 11, SCRCP and the South Carolina Frivolous Civil Proceedings Sanctions Act, S.C. Code Ann. § 15-36-10 et seq.

SCCA 467 (6/2013)

ROA 000014

FOR MANDATED ADR COUNTIES ONLY

Aiken, Allendale, Anderson, Bamberg, Barnwell, Beaufort, Berkeley, Calhoun, Charleston, Cherokee, Clarendon, Colleton, Darlington, Dorchester, Florence, Georgetown, Greenville, Hampton, Horry, Jasper, Kershaw, Lee, Lexington, Marion, Oconee, Orangeburg, Pickens, Richland, Spartanburg, Sumter, Union, Williamsburg, and York Counties.

SUPREME COURT RULES REQUIRE MEDIATION OF ALL CONTESTED DOMESTIC RELATIONS ACTIONS. IF THE DOCKETING INFORMATION ON PAGE 1 OF THIS COVERSHEET INDICATES THAT THIS CASE IS SUBJECT TO **MEDIATION** YOU ARE NOTIFIED THAT MEDIATED SETTLEMENT CONFERENCES ARE REQUIRED IN THIS CASE, AND THAT THE COURT-ANNEXED ADR RULES SHALL APPLY TO ALL CASES IN WHICH MEDIATION IS REQUIRED. FOR ADDITIONAL INFORMATION CONCERNING THE PROCESS AND TIME FRAMES, PLEASE CONSULT THE ADR RULES. KEY SECTIONS OF THE RULES ARE IDENTIFIED BELOW.

CONTESTED ACTIONS INVOLVING CUSTODY AND VISITATION

Rule 3	Actions Subject to ADR
Rule 4(d)(1)(3)(4) &(5)	Appointment of Mediator by Family Court
Rule 5(g)	Scheduling in Family Court
Rule 6(g)	Agreement in Family Court
Rule 7(f)	Reporting Results of Conference
Rule 9	Compensation of Neutral

ALL OTHER CONTESTED ACTIONS

Rule 3	Actions Subject to ADR
Rule 4(d)(2)(3)(4) &(5)	Appointment of Mediator by Family Court
Rule 5(g)	Scheduling in Family Court
Rule 6(g)	Agreement in Family Court
Rule 7(f)	Reporting Results of Conference
Rule 9	Compensation of Neutral

Indigent Cases: Where a mediator has been appointed, a party may move before the Chief Judge for Administrative Purposes to be exempted from payment of neutral fees and expenses based upon indigency. Applications for indigency shall be filed no later than ten (10) days after the ADR conference has been concluded. Determination of indigency shall be in the sole discretion of the Chief Judge for Administrative Purposes.

Please Note: Attendance at mediated settlement conferences is mandatory. You must comply with the Supreme Court rules regarding court-ordered mediation. Failure to do so may affect your case and may result in sanctions.

Note: Frivolous civil proceedings are subject to sanctions pursuant to Rule 11, SCRCP and the South Carolina Frivolous Civil Proceedings Sanctions Act, S.C. Code Ann. § 15-36-10 et seq.

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

RICHLAND COUNTY
FILED

IN THE FAMILY COURT
FIFTH JUDICIAL CIRCUIT

2015 SEP 22 PM 12:17

Jimmy Helms

vs.

Debbie Willing

Defendant.

JEANETTE W. MOORE
Plaintiff, C.P.G.S.
& FAMILY COURT

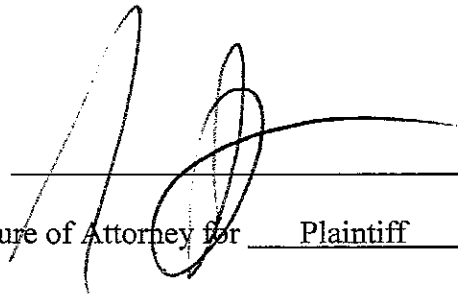
**CERTIFICATE OF
EXEMPTION**

Docket No. **15DR403557**

I certify that this action is exempt from mediation based on the following:

- ☐ This is a contempt action.
- ☐ This action involves issues of custody or visitation, but these issues were submitted to mediation with a certified mediator prior to filing this action.
- ☐ Other showing of exceptional circumstances: _____
- ☒ Custody and visitation are not an issue in this action because there are no children.
- ☐ Custody and visitation are not contested in this action because the parties have agreed that custody shall be with (☐Plaintiff/☐Defendant) and that agreed visitation rights are as follows:

Date: September 17, 2015



Signature of Attorney for Plaintiff

RICHLAND CO.
FILED

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

IN THE FAMILY COURT
FOR THE FIFTH JUDICIAL CIRCUIT

2015 SEP 22 PM 12:17
JEANETTE W. MOORE
CC. CP. GS
& FAMILY COURT

Jimmy Helms,)
)
Plaintiff,)
)
vs.)
)
Debbie Willing,)
)
Defendant.)

C.A. No.:

15DR403557
SUMMONS

TO THE DEFENDANT ABOVE-NAMED:

YOU ARE HEREBY SUMMONED AND REQUIRED to answer the Complaint in this matter, a copy of which is herewith served upon you, and to serve a copy of your ANSWER to said Complaint upon the subscriber at his office, 1700 Sunset Boulevard, P.O. Box 5709, West Columbia, South Carolina, 29171, within THIRTY (30) days from the service thereof, exclusive of the day of such service; and if you fail to answer the COMPLAINT within the time aforesaid, judgment by default will be rendered against you for the relief demanded in the Complaint.

MOORE, TAYLOR LAW FIRM, P.A.

ATTENTION - PLEASE READ
Written request for a final hearing in this case must be delivered by a party or his/her attorney to the Clerk of Court's Office (Family Court) within 365 days of this filing date. Failure to comply with this rule shall result in the dismissal of the case by the Court.

Filing Date: 9-22-15
If not in Compliance Case Will Be Dismissed on This Date: 9-22-16

BY:

S. Jahue Moore
1700 Sunset Boulevard
P.O. Box 5709
West Columbia, SC 29171
(803) 796-9160

ATTORNEY FOR PLAINTIFF

West Columbia, South Carolina
September 17, 2015

ROA 000017

RICHLAND COUNTY
FILED

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

IN THE FAMILY COURT
FOR THE FIFTH JUDICIAL CIRCUIT

2015 SEP 22 PM 12:17
JEANETTE W. MOORE
CC, CP, GS
& FAMILY COURT

Jimmy Helms,)
)
Plaintiff,)
)
vs.)
)
Debbie Willing)
)
Defendant.)
)

C.A. No.:

15DR403557
COMPLAINT

Plaintiff above-named Complaining of the Defendant herein alleges that:

1. Plaintiff and Defendant are residents and citizens of Richland County, South Carolina.
2. This is an action for declaratory judgment pursuant to the South Carolina Declaratory Judgments Act.
3. Significant amounts of the property which are the subject of this action are located in Richland County, South Carolina.
4. A portion of the property, which is the subject of this action, is located in Lexington County, South Carolina.
5. A number of years ago, the Plaintiff was married to a third party and became divorced.
6. After the Plaintiff's divorce, Plaintiff and the Defendant cohabitated for approximately 13 years and contemplated the possibility of marriage.
7. The parties did not marry through a ceremony but they did live together and did share significant resources.

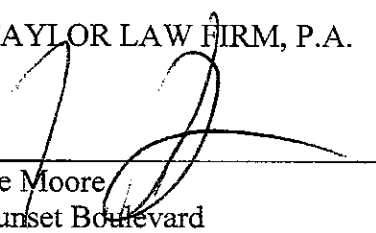
8. For a number of reasons, the parties did not do an official marriage ceremony.
9. Throughout the years, the Plaintiff and the Defendant did hold themselves out as husband and wife.
10. The parties did have a stock market account together but they did file separate tax returns.
11. For numerous purposes, the parties held themselves out as husband and wife and the parties did consider themselves to be married.
12. The parties owned a business together; held property together; had property placed in the Defendant's name; and they were generally recognized by members of the public as being husband and wife.
13. The parties have separated from each other and the Plaintiff is entitled to a decree of separate support and maintenance.
14. The parties separated in June of 2015.
15. Throughout the marriage, the Plaintiff invested significant amounts of money into the home where the Defendant resides. Approximately \$100,000.00 was invested in the Defendant's home.
16. The parties acquired jointly a parcel of real estate in Harbor Watch. The Harbor Watch property was property which the Plaintiff owned prior to the parties coming together. The understanding was the Defendant would hold the Harbor Watch property for the Plaintiff. The parties jointly maintained the lot and jointly paid taxes on the lot.
17. The parties acquired various parcels of income producing property as well as other items which were placed in the Defendant's name or which were held jointly.

18. The Plaintiff is entitled to a declaratory judgment declaring the parties to be husband and wife. If the parties are not husband and wife then this Court should direct the matter to Circuit Court where the various partnerships and trust arrangements agreed to between the parties can be enforced.

19. If the parties are determined to be husband and wife pursuant to the common law of South Carolina then this Court should inquire into the matter and should make an equitable distribution of all items of marital property.

WHEREFORE, Plaintiff prays for a declaration of the rights of the parties one to another; for a declaration the parties are married pursuant to the common law of South Carolina; for an equitable division of all items of property; for a declaration of this Court declaring those items not to be marital property which were owned before the parties came together; for an Order of separate support and maintenance; and for such other and further relief as this Court might deem just and proper.

MOORE TAYLOR LAW FIRM, P.A.

BY: 

S. Jahue Moore
1700 Sunset Boulevard
P. O. Box 5709
West Columbia, SC 29171
(803) 796-9160

ATTORNEY FOR THE PLAINTIFF

West Columbia, South Carolina
September 17, 2015

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

JIMMY HELMS,)

PLAINTIFF,)

VS.)

DEBBIE WILLING,)

DEFENDANT.)

IN THE FAMILY COURT FOR THE
FIFTH JUDICIAL CIRCUIT

CASE NO. 2015-DR-40-3557

ANSWER

CLERK OF COURT
JENNIFER W. HARRIS
CC, CP, GS
& FAMILY COURT

2015 OCT 27 AM 11:49

FILED

COMES NOW Defendant **DEBBIE WILLING** by and through the undersigned Counsel of Record hereby responding to the Complaint on file herein and states as follows:

1. Any and all allegations not specifically admitted, denied or modified are deemed denied and strict and accurate proof thereof demanded.
2. As it pertains to the allegations contained in Paragraph One (1) of the Complaint on file herein, the Defendant admits the allegations.
3. As it pertains to the allegations contained in Paragraph Two (2) of the Complaint on file herein, the Defendant submits that the same amounts to a legal conclusion and no reply is necessary.
4. As it pertains to the allegations contained in Paragraph Three (3) – Four (4) of the Complaint on file herein, the Defendant denies that this Court has jurisdiction over any of the alleged property.
5. As it pertains to the allegations contained in Paragraph Five (5) of the Complaint on file herein, the Defendant admits the allegations.
6. As it pertains to the allegations contained in Paragraph Six (6) of the Complaint on file herein, the Defendant admits that the Parties lived together for a number of years but denies the remainder of the implied and/or stated allegations.
7. As it pertains to the allegations contained in Paragraph Seven (7) of the Complaint on file herein, the Defendant admits that the Parties never married but denies the remainder of the implied and/or stated allegations.

8. As it pertains to the allegations contained in Paragraph Eight (8) of the Complaint on file herein, the Defendant admits the Parties never married.
9. As it pertains to the allegations contained in Paragraph Nine (9) of the Complaint on file herein, the Defendant vehemently denies the same and demands strict and accurate proof thereof.
10. As it pertains to the allegations contained in Paragraph Ten (10) of the Complaint on file herein, the Defendant admits the same.
11. As it pertains to the allegations contained in Paragraph Eleven (11)- Nineteen (19) of the Complaint on file herein, the Defendant vehemently denies the same and demands strict and accurate proof thereof.
12. As it pertains to the relief sought in the prayer for relief, the Defendant denies the same and demands strict and accurate proof thereof.

AS AND FOR AN AFFIRMATIVE DEFENSE
(LACK OF JURISDICTION)

13. That all of the admissions, denials and modifications contained in the above-numbered Paragraphs are hereby reincorporated and re-alleged as if fully set forth verbatim herein.
14. That the Defendant is informed and believes that the Parties were never married as husband and wife and have not at any time during the course of their relationship ever held themselves out to be husband and wife.
15. That the Defendant is informed and believes that this Court lacks jurisdiction to make any equitable distribution of property.

WHEREFORE, the Defendant prays:

- A. That this Court dismiss the Plaintiff's Complaint with prejudice; and,
- B. For such other and further relief as to this Court may seem just and proper.

Respectfully submitted,


Lakesha W. Jeffries
JEFFRIES LAW FIRM, LLC
Post Office Box 646
Orangeburg, SC 29116

Telephone: (803) 531-6300
Facsimile: (803) 536-6001
Email: ljeffries@jeffrieslawsc.com
ATTORNEY FOR THE DEFENDANT

October 20, 2015

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)
JIMMY HELMS,)
PLAINTIFF,)
VS.)
DEBBIE WILLING,)
DEFENDANT.)

IN THE FAMILY COURT FOR THE
FIFTH JUDICIAL CIRCUIT

CASE NO.: 2015-DR-40-3557

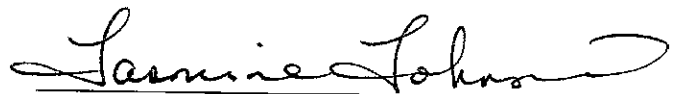
CERTIFICATE OF SERVICE

2015 NOV -3 AM 10:30
JEANETTE W. McBRIDE
CC, CHS
& FAMILY COURT

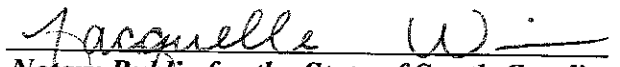
RICHLAND COUNTY
FILED

I, Jasmine Johnson, the undersigned Paralegal for Lakesha Jeffries, Esq., do hereby certify that I have served the foregoing **ANSWER** on the following Party by personally mailing a copy of the same, via Regular First Class U.S. Mail, on this the **29th** day of **October**, **2015**:

S. JAHUE MOORE, ESQUIRE
POST OFFICE BOX 5709
WEST COLUMBIA, SC 29171


Jasmine Johnson, Paralegal

Sworn and subscribed to before me this
29th day of October, 2015


Notary Public for the State of South Carolina
My Commission Expires: 5/28/2025

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Jimmy Helms,

Plaintiff(s)

vs.

Debbie Willing,

Defendant(s)

IN THE COURT OF COMMON PLEAS

CIVIL ACTION COVERSHEET

-CP-

2015CP4007268

Submitted By: S. Jahue Moore
Address: P.O. Box 5706
West Columbia, SC 29171

SC Bar #: 4063
Telephone #: 803-796-9160
Fax #: 803-791-8410

Other:
E-mail: jake@mttlaw.com

NOTE: The coversheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for the use of the Clerk of Court for the purpose of docketing. It must be filled out completely, signed, and dated. A copy of this coversheet must be served on the defendant(s) along with the Summons and Complaint.

DOCKETING INFORMATION (Check all that apply)

**If Action is Judgment/Settlement do not complete*

- ☒ **JURY TRIAL** demanded in complaint. ☐ **NON-JURY TRIAL** demanded in complaint.
☐ This case is subject to **ARBITRATION** pursuant to the Court Annexed Alternative Dispute Resolution Rules.
☐ This case is subject to **MEDIATION** pursuant to the Court Annexed Alternative Dispute Resolution Rules.
☐ This case is exempt from ADR. (Proof of ADR/Exemption Attached)

NATURE OF ACTION (Check One Box Below)

Contracts	Torts - Professional Malpractice	Torts - Personal Injury	Real Property
☐ Constructions (100)	☐ Dental Malpractice (200)	☐ Assault/Slander/Libel (300)	☐ Claim & Delivery (400)
☐ Debt Collection (110)	☐ Legal Malpractice (210)	☐ Conversion (310)	☐ Condemnation (410)
☐ Employment (120)	☐ Medical Malpractice (220)	☐ Motor Vehicle Accident (320)	☐ Foreclosure (420)
☐ General (130)	Previous Notice of Intent Case #	☐ Premises Liability (330)	☐ Mechanic's Lien (430)
☐ Breach of Contract (140)	20 -NI- -	☐ Products Liability (340)	☐ Partition (440)
☒ Other (199)	☐ Notice/ File Med Mal (230)	☐ Personal Injury (350)	☐ Possession (450)
Breach of Trust	☐ Other (299)	☐ Wrongful Death (360)	☐ Building Code Violation (460)
		☐ Other (399)	☐ Other (499)
Inmate Petitions	Administrative Law/Relief	Judgments/Settlements	Appeals
☐ PCR (500)	☐ Reinstate Drv. License (800)	☐ Death Settlement (700)	☐ Arbitration (900)
☐ Mandamus (520)	☐ Judicial Review (810)	☐ Foreign Judgment (710)	☐ Magistrate-Civil (910)
☐ Habeas Corpus (530)	☐ Relief (820)	☐ Magistrate's Judgment (720)	☐ Magistrate-Criminal (920)
☐ Other (599)	☐ Permanent Injunction (830)	☐ Minor Settlement (730)	☐ Municipal (930)
	☐ Forfeiture-Petition (840)	☐ Transcript Judgment (740)	☐ Probate Court (940)
	☐ Forfeiture-Consent Order (850)	☐ Lis Pendens (750)	☐ SCDOT (950)
	☐ Other (899)	☐ Transfer of Structured Settlement Payment Rights Application (760)	☐ Worker's Comp (960)
Special/Complex /Other		☐ Confession of Judgment (770)	☐ Zoning Board (970)
☐ Environmental (600)	☐ Pharmaceuticals (630)	☐ Petition for Workers Compensation Settlement Approval (780)	☐ Public Service Comm. (990)
☐ Automobile Arb. (610)	☐ Unfair Trade Practices (640)	☐ Other (799)	☐ Employment Security Comm (991)
☐ Medical (620)	☐ Out-of State Depositions (650)		☐ Other (999)
☐ Other (699)	☐ Motion to Quash Subpoena in an Out-of-County Action (660)		
	☐ Sexual Predator (510)		

Submitting Party Signature:

Date: December 3, 2015

Note: Frivolous civil proceedings may be subject to sanctions pursuant to SCRCP, Rule 11, and the South Carolina Frivolous Civil Proceedings Sanctions Act, S.C. Code Ann. §15-36-10 et. seq.

FO. MANDATED ADR COUNTIES ON.

Aiken, Allendale, Anderson, Bamberg, Barnwell, Beaufort, Berkeley, Calhoun, Charleston, Cherokee, Clarendon, Colleton, Darlington, Dorchester, Florence, Georgetown, Greenville, Hampton, Horry, Jasper, Kershaw, Lee, Lexington, Marion, Oconee, Orangeburg, Pickens, Richland, Spartanburg, Sumter, Union, Williamsburg, and York

SUPREME COURT RULES REQUIRE THE SUBMISSION OF ALL CIVIL CASES TO AN ALTERNATIVE DISPUTE RESOLUTION PROCESS, UNLESS OTHERWISE EXEMPT.

You are required to take the following action(s):

1. The parties shall select a neutral and file a "Proof of ADR" form on or by the 210th day of the filing of this action. If the parties have not selected a neutral within 210 days, the Clerk of Court shall then appoint a primary and secondary mediator from the current roster on a rotating basis from among those mediators agreeing to accept cases in the county in which the action has been filed.
2. The initial ADR conference must be held within 300 days after the filing of the action.
3. Pre-suit medical malpractice mediations required by S.C. Code §15-79-125 shall be held not later than 120 days after all defendants are served with the "Notice of Intent to File Suit" or as the court directs. (Medical malpractice mediation is mandatory statewide.)
4. Cases are exempt from ADR only upon the following grounds:
 - a. Special proceeding, or actions seeking extraordinary relief such as mandamus, habeas corpus, or prohibition;
 - b. Requests for temporary relief;
 - c. Appeals
 - d. Post Conviction relief matters;
 - e. Contempt of Court proceedings;
 - f. Forfeiture proceedings brought by governmental entities;
 - g. Mortgage foreclosures; and
 - h. Cases that have been previously subjected to an ADR conference, unless otherwise required by Rule 3 or by statute.
5. In cases not subject to ADR, the Chief Judge for Administrative Purposes, upon the motion of the court or of any party, may order a case to mediation.
6. Motion of a party to be exempt from payment of neutral fees due to indigency should be filed with the Court within ten (10) days after the ADR conference has been concluded.

**Please Note: You must comply with the Supreme Court Rules regarding ADR.
Failure to do so may affect your case or may result in sanctions.**

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

IN THE COURT OF COMMON PLEAS

Jimmy Helms,)
)
Plaintiff,)
)
vs.)
)
Debbie Willing,)
)
Defendant.)
_____)

C.A. No.:

SUMMONS

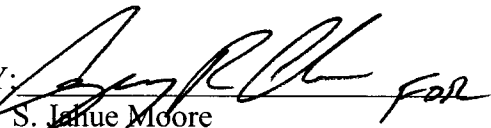
RICHLAND COUNTY
FILED
2015 DEC -4 PM 4:23
JEANETTE W. MCGRATH
C.C.P. & C.S.

TO THE DEFENDANT ABOVE-NAMED:

YOU ARE HEREBY SUMMONED AND REQUIRED to answer the Complaint in this matter, a copy of which is herewith served upon you, and to serve a copy of your ANSWER to said Complaint upon the subscriber at his office, 1700 Sunset Boulevard, P.O. Box 5709, West Columbia, South Carolina, 29171, within THIRTY (30) days from the service thereof, exclusive of the day of such service; and if you fail to answer the COMPLAINT within the time aforesaid, judgment by default will be rendered against you for the relief demanded in the Complaint.

MOORE, TAYLOR LAW FIRM, P.A.

BY:


S. J. Moore
1700 Sunset Boulevard
P.O. Box 5709
West Columbia, SC 29171
(803) 796-9160

ATTORNEY FOR PLAINTIFF

West Columbia, South Carolina
December 3, 2015

ROA 000027

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

IN THE COURT OF COMMON PLEAS

Jimmy Helms,)
)
Plaintiff,)
)
vs.)
)
Debbie Willing,)
)
Defendant.)
_____)

C.A. No.:

COMPLAINT

RICHLAND COUNTY
FILED
2015 DEC -4 PM 4:23
JEANETTE W. MCRODDE
CLERK, S.C.

Plaintiff above-named Complaining of the Defendant herein alleges that:

FOR A FIRST CAUSE OF ACTION

1. Plaintiff and Defendant are residents and citizens of Richland County, South Carolina.
2. For many years prior to he institution of this action, the Plaintiff and Defendant lived either as husband and wife or like husband and wife.
3. The parties had a business relationship wherein and whereby they shared income. They shared assets. They shared expenses.
4. The parties recently separated and the Plaintiff filed an action in Family Court. The Defendant has filed an Answer in Family Court wherein she has denied the existence of a martial relationship and has denied the Family Court has jurisdiction over this matter.
5. The Defendant is judicially estopped to take positions contrary to those taken in Family Court.
6. Assuming there was no common law marriage, then the parties had a partnership. The partners owned various property together and Plaintiff is entitled to an accounting.
7. This Court should inquire into the matter set forth herein and should declare the parties hold various property as tenants in partnership.

8. This Court should order an accounting requiring the Defendant to appear and to account for the marital assets.

9. Plaintiff is entitled to a winding up of the partnership affairs. This Court should order a winding up of the partnership affairs and should issue such order as is just and proper as to the division of partnership property.

FOR A SECOND CAUSE OF ACTION

10. The Plaintiff hereby reasserts and realleges each and every allegation set forth above as fully as if set forth verbatim.

11. The Defendant has breached her fiduciary duty to the partnership in that she has excluded the Plaintiff from the property and has converted all the partnership assets to her own self.

12. The conduct complained of herein amounts to a breach of fiduciary duty and a breach of trust.

13. As a direct and proximate result of the aforementioned breach of trust, the Plaintiff has been denied the benefit of his bargain; has lost his property; has lost significant amounts of income and profit; and has totally lost the value of his investment all to his damage both actual and punitive.

14. Plaintiff is entitled to judgment against the Defendant for actual and punitive damages.

FOR A THIRD CAUSE OF ACTION

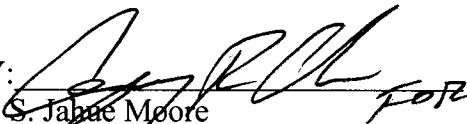
15. The Plaintiff hereby reasserts and realleges each and every allegation set forth above as fully as if set forth verbatim.

16. The Defendant has wrongfully converted significant amounts of Plaintiff's property.

17. As a direct and proximate result of the aforementioned wrongful conversion, the Plaintiff has sustained the damages set forth above and Plaintiff is entitled to judgment against the Defendant for actual and punitive damages.

WHEREFORE, Plaintiff prays for judgment against the Defendant for actual damages; for punitive damages; for an Order declaring the rights of the parties on to another; for an accounting; for a division of partnership properties; for a winding up and termination of partnership affairs; and for such other and further relief as this Court might deem just and proper.

MOORE TAYLOR LAW FIRM, P.A.

BY: 
S. Jabae Moore
1700 Sunset Boulevard
P. O. Box 5709
West Columbia, SC 29171
(803) 796-9160

ATTORNEY FOR THE PLAINTIFF

West Columbia, South Carolina
December 3, 2015

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

JIMMY HELMS,)

PLAINTIFF,)

VS.)

DEBBIE WILLING,)

DEFENDANT.)

IN THE COURT OF COMMON PLEAS FOR THE
FIFTH JUDICIAL CIRCUIT

CASE NO. 2015-CP-40-7268

ANSWER AND COUNTERCLAIM

COMES NOW Defendant **DEBBIE WILLING** by and through the undersigned Counsel of Record hereby responding to the Complaint on file herein and states as follows:

1. Any and all allegations not specifically admitted, denied or modified are deemed denied and strict and accurate proof thereof demanded.
2. As it pertains to the allegations contained in Paragraph One (1) of the Complaint on file herein, the Defendant admits the allegations.
3. As it pertains to the allegations contained in Paragraphs Two (2) – Three (3) of the Complaint on file herein, the Defendant denies the same and demands strict and accurate proof thereof.
4. As it pertains to the allegations contained in Paragraph Four (4) of the Complaint on file herein, the Defendant denies that that the Parties “recently separated” but admits the remainder of the allegations stated.
5. As it pertains to the allegations contained in Paragraph Five (5) of the Complaint on file herein, the Defendant admits that the Parties are mutually judicially estopped from taking positions contrary to those taken in Family Court.
6. As it pertains to the allegations contained in Paragraph Six (6)- Seventeen (17) of the Complaint on file herein, the Defendant denies the same and demands strict and accurate proof thereof.

AS AND FOR A FIRST DEFENSE

Page 1 of 3

Jimmy Helms vs. Debbie Willing

Case No.: 2015-CP-40-7268

Answer

ROA 000031

7. That all of the admissions, denials and modifications contained in the above-numbered Paragraphs are hereby reincorporated and re-alleged as if fully set forth verbatim herein.
8. That the Defendant is informed and believes that the Plaintiff has filed an action styled Jimmy Helms v. Debbie Willing, 2015-DR-40-3557, with the Fifth Circuit Family Court wherein the Plaintiff asserts that a common law marriage exists between the Parties and the Plaintiff asks the Family Court to divide all assets and property of the Parties' alleged common law marriage.
9. The Defendant denies that the Family Court has jurisdiction over this action; however, to the extent the Family Court exercises jurisdiction in the matter of Jimmy Helms v. Debbie Willing, 2015-DR-40-3557, the Defendant would assert that this Court lacks jurisdiction over the Complaint in the instant matter and this matter should be dismissed as a matter of law.

AS AND FOR A SECOND DEFENSE

10. That all of the admissions, denials and modifications contained in the above-numbered Paragraphs are hereby reincorporated and re-alleged as if fully set forth verbatim herein.
11. That the Defendant is informed and believes that the Plaintiff's Complaint fails to set forth sufficient facts to constitute a cause of action against the Defendant and therefore the Complaint should be dismissed pursuant to Rule 12(b)(6) of the South Carolina Rules of Civil Procedure.

AS AND FOR A THIRD DEFENSE

12. That all of the admissions, denials and modifications contained in the above-numbered Paragraphs are hereby reincorporated and re-alleged as if fully set forth verbatim herein.
13. The Defendant reserves any additional and further defenses as may be revealed by additional information during the course of discovery and investigation, and as is consistent with the South Carolina Rules of Civil Procedure.

AS AND FOR A COUNTERCLAIM **(S.C. FRIVOLOUS CIVIL PROCEEDINGS ACT)**

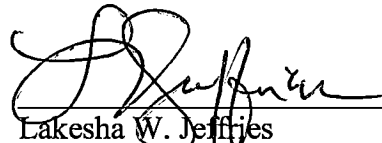
14. That all of the admissions, denials and modifications contained in the above-referenced Paragraphs are hereby reincorporated and re-alleged as if fully set forth verbatim herein.

15. The Defendant is informed and believes that the Plaintiff's Complaint is not warranted under the existing law and that a good faith or reasonable argument does not exist for either the relief sought or an extension, modification, or reversal of existing law.
16. The Defendant is informed and believes that the Plaintiff's initiation of this Complaint is not reasonably founded in fact and was intended merely to harass and/or injure the Defendant.
17. The Defendant is informed and believes as a result thereof, the Plaintiff should be ordered to pay the Defendant's reasonable attorney's fees and costs

WHEREFORE, the Defendant prays:

- A. That this Court dismiss the Plaintiff's Complaint with prejudice;
- B. That this Court award the Defendant attorney's fees and costs associated with defending this action; and,
- C. For such other and further relief as to this Court may seem just and proper.

Respectfully submitted,



Lakesha W. Jeffries

JEFFRIES LAW FIRM, LLC

Post Office Box 646

Orangeburg, SC 29116

Telephone: (803) 531-6300

Facsimile: (803) 536-6001

Email: ljeffries@jeffrieslawsc.com

ATTORNEY FOR THE DEFENDANT

January 5, 2016

1031 MIDDLETON ST.
ORANGEBURG, SC
803-531-6300
FAX: 803-536-6001

JEFFRIES LAW FIRM, LLC

BRYAN S. JEFFRIES
LAKESHA W. JEFFRIES

WWW.JEFFRIESLAWSC.COM

1345 GARNER LN. STE 202
COLUMBIA, SC
803-772-7300
MAIL: P.O. BOX 646
ORANGEBURG, SC 29116

January 5, 2016

Richland County Clerk of Court
ATTN: Civil Division
Post Office Box 2766
Columbia, SC 29202

RE: JIMMY HELMS VS. DEBBIE WILLING
Case No.: 2015-CP-40-7268

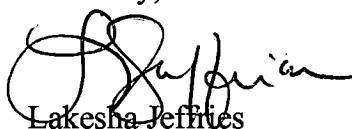
Dear Sir/Madam:

Please find enclosed the original and two (2) copies of the Answer and Counterclaim regarding the above-referenced matter. Please return the clocked copies in the SASE provided. By copy of this correspondence to Attorney Moore for the Plaintiff, I am providing him with a copy of the Answer and Counterclaim.

Thank you for your immediate attention to this matter.

With kindest regards, I am,

Sincerely,



Lakesha Jeffries

Enclosures

cc: S. Jahue Moore, Esq.
Debbie Willing, *via electronic correspondence only*

ROA 000034

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)
)
JIMMY HELMS,)
)
PLAINTIFF,)
)
vs.)
)
DEBBIE WILLING,)
)
DEFENDANT.)
_____)

IN THE COURT OF COMMON PLEAS
FIFTH JUDICIAL CIRCUIT
CIVIL ACTION NO.: 2015-CP-40-7268

NOTICE OF PLAINTIFF DEPOSITION

TO: THE ABOVE-NAMED PLAINTIFF JIMMY HELMS BY AND THROUGH HIS COUNSEL OF RECORD S. JAHUE MOORE, ESQUIRE:

YOU WILL PLEASE TAKE NOTICE that on Wednesday, May 25, 2016 at 11:00 a.m., the attorney for the Defendant will take the deposition of Plaintiff Jimmy Helms at the Moore Taylor Law Firm, 1700 Sunset Boulevard, West Columbia, South Carolina, 29169 upon oral examination, pursuant to Rule 30 and Rule 32 of the South Carolina Rules of Civil Procedure, before a Notary Public or before some other office authorized by law to take depositions, said deposition to continue from day to day until completed. This deposition is being taken for purposes of discovery and for use at trial *de bene esse* (Rule 32 SCRPC).


Lakesha W. Jeffries
JEFFRIES LAW FIRM, LLC.
P.O. Box 646
Orangeburg, SC 29116
Telephone: (803) 531-6300
Facsimile: (803) 536-6001
Email: ljeffries@jeffrieslawsc.com
ATTORNEY FOR THE DEFENDANT

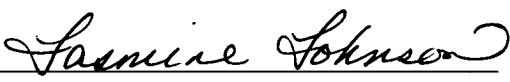
March 24, 2016
Orangeburg, South Carolina

ROA 000035

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF RICHLAND	)	FIFTH JUDICIAL CIRCUIT
	)	
JIMMY HELMS,	)	CIVIL ACTION NO.: 2015-CP-40-7268
	)	
PLAINTIFF,	)	
	)	
vs.	)	<u>CERTIFICATE OF SERVICE</u>
	)	
DEBBIE WILLING,	)	
	)	
DEFENDANT.	)	
_____	)	

I, Jasmine Johnson, the undersigned Paralegal for Lakesha Jeffries, Esq., do hereby certify that I have served the foregoing **NOTICE OF PLAINTIFF DEPOSITION** on the following Party by personally mailing a copy of the same, via Regular First Class U.S. Mail, postage prepaid, on this the **24th day of MARCH, 2016** to the address below:

**S. JAHUE MOORE, ESQUIRE
1700 SUNSET BLVD.
POST OFFICE BOX 5709
WEST COLUMBIA, SC 29171**


Jasmine Johnson

1031 MIDDLETON ST.
ORANGEBURG, SC
803-531-6300
FAX: 803-536-6001

JEFFRIES LAW FIRM, LLC

BRYAN S. JEFFRIES
LAKESHA W. JEFFRIES

WWW.JEFFRIESLAWSC.COM

1345 GARNER LN. STE 202
COLUMBIA, SC
803-772-7300
MAIL: P.O. BOX 646
ORANGEBURG, SC 29116

March 24, 2016

Richland County Clerk of Court
ATTN: Civil Division Filing Clerk
Post Office Box 2766
Columbia, SC 29202

RE: JIMMY HELMS VS. DEBBIE WILLING
Case No.: 2015-CP-40-7268

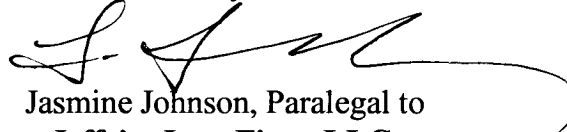
Dear Sir/Madam:

Please find enclosed the original and one (1) copy of the Notice of Deposition & Certificate of Service regarding the above-referenced case. Please return the clocked copy in the SASE provided.

Thank you for your immediate attention to this matter.

With kindest regards, I am,

Sincerely,


Jasmine Johnson, Paralegal to
Jeffries Law Firm, LLC

Enclosures

CC: *S. Jahue Moore, Esq.*

ROA 000037

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

JIMMY HELMS,

PLAINTIFF,

vs.

DEBBIE WILLING,

DEFENDANT.

IN THE COURT OF COMMON PLEAS

FIFTH JUDICIAL CIRCUIT

CIVIL ACTION NO.: 2015-CP-40-7268

NOTICE OF PLAINTIFF DEPOSITION

TO: THE ABOVE-NAMED PLAINTIFF JIMMY HELMS BY AND THROUGH HIS COUNSEL OF RECORD S. JAHUE MOORE, ESQUIRE:

YOU WILL PLEASE TAKE NOTICE that on Wednesday, December 28, 2016 at 10:00 a.m., the attorney for the Defendant will take the deposition of Plaintiff Jimmy Helms at the Moore Taylor Law Firm, 1700 Sunset Boulevard, West Columbia, South Carolina, 29169 upon oral examination, pursuant to Rule 30 and Rule 32 of the South Carolina Rules of Civil Procedure, before a Notary Public or before some other office authorized by law to take depositions, said deposition to continue from day to day until completed. This deposition is being taken for purposes of discovery and for use at trial *de bene esse* (Rule 32 SCRPC).



Lakesha W. Jeffries

JEFFRIES LAW FIRM, LLC.

P.O. Box 646

Orangeburg, SC 29116

Telephone: (803) 531-6300

Facsimile: (803) 536-6001

Email: ljeffries@jeffrieslawsc.com

ATTORNEY FOR THE DEFENDANT

December 7, 2016

Orangeburg, South Carolina

ROA 000038

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)
)
JIMMY HELMS,)
)
PLAINTIFF,)
)
vs.)
)
DEBBIE WILLING,)
)
DEFENDANT.)
_____)

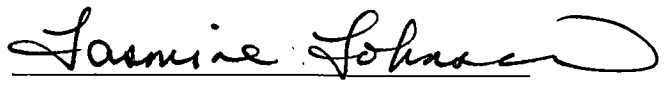
IN THE COURT OF COMMON PLEAS
FIFTH JUDICIAL CIRCUIT
CIVIL ACTION NO.: 2015-CP-40-7268

CERTIFICATE OF SERVICE

RICHLAND COUNTY
FILED
2016 DEC -9 AM 11:08
JEANETTE W. MCBRIDE
C.L.P. & G.S.

I, Jasmine Johnson, the undersigned Paralegal for Lakesha Jeffries, Esq., do hereby certify that I have served the foregoing **NOTICE OF PLAINTIFF DEPOSITION** on the following Party by personally mailing a copy of the same, via Regular First Class U.S. Mail, postage prepaid, on this the **7TH DAY OF DECEMBER, 2016** to the address below:

**S. JAHUE MOORE, ESQUIRE
1700 SUNSET BLVD.
POST OFFICE BOX 5709
WEST COLUMBIA, SC 29171**


Jasmine Johnson, Paralegal

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

JIMMY HELMS,

Plaintiff,

v.

DEBBIE WILLING,

Defendant.

IN THE COURT OF COMMON PLEAS
FIFTH JUDICIAL CIRCUIT

CASE NO.: 2015-CP-40-7268

**NOTICE OF MOTION AND MOTION
FOR SUMMARY JUDGEMENT**

**TO: PLAINTIFF ABOVE-NAMED BY AND THROUGH HIS COUNSEL OF
RECORD S. JAHUE MOORE, ESQ.:**

Defendant, Debbie Willing, hereby moves the Court for an Order granting her summary judgment in the above-referenced case. Defendant asserts there are no genuine issues of material fact and that she is entitled to judgment as a matter of law. Specifically, Defendant asserts Plaintiff has failed to produce even a scintilla of evidence to prove the existence of a business partnership between the Parties, breach of fiduciary duty, or conversion.

This motion is based on the South Carolina Rules of Civil Procedure, the common and statutory law of South Carolina, affidavits, depositions, and any other evidence which may be admissible by the Court. Defendant reserves the right to submit a Memorandum in support of this motion prior to the hearing.

JEFFRIES LAW FIRM, LLC

/s/ Lakesha Jeffries, Esquire

Lakesha Jeffries, Esquire

SC BAR NO: 71736

Jeffries Law Firm, LLC

PO Box 646

Orangeburg, SC 29116

Phn. No: (803) 531-6300

Fax No: (803) 536-6001

ljeffries@jeffrieslawsc.com

ATTORNEY FOR THE DEFENDANT

May 20, 2020

ROA 000040

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

JIMMY HELMS,

Plaintiff,

v.

DEBBIE WILLING,

Defendant.

IN THE COURT OF COMMON PLEAS
FOR THE FIFTH JUDICIAL CIRCUIT

CASE NO.: 2015-DR-40-7268

**MEMORANDUM OF LAW IN
SUPPORT OF MOTION FOR
SUMMARY JUDGEMENT**

**TO: PLAINTIFF, JIMMY HELMS, BY AND THROUGH HIS COUNSEL OF RECORD,
S. JAHUE MOORE, SR., ESQ.:**

STATEMENT OF FACTS

The Parties were involved in a romantic relationship for about thirteen (13) years. During their relationship, the Plaintiff and his children lived with Defendant in the home which she owned prior to their relationship at 1904 Osceola Drive. Plaintiff alleges the Parties held themselves out to be common law husband and wife.¹ Defendant denies the same. Plaintiff filed an action to declare common law marriage in Family Court in 2015.² Plaintiff failed to take any action on this case, and the matter was administratively dismissed by 365 Order of the Chief Administrative Judge.³ As of this date, Plaintiff has not refiled pleadings to litigate common law marriage in Family Court.

Plaintiff testified that he filed his income tax returns as a single person and that he applied for Social Security Disability benefits at the age of 62 and represented that he is single.⁴ Plaintiff

¹ Pursuant to S.C. Code Ann. 63-3-530 (B), Family Court and Probate Court have concurrent jurisdiction to determine whether a common law marriage exists between the Parties and this Court lacks subject matter jurisdiction to do so.

² Defendant requests this Court take judicial notice of the Summons and Complaint filed on September 22, 2015, in the matter of *Jimmy Helms v. Debbie Willing* Case No.: 2015-DR-40-3557.

³ Defendant requests this Court take judicial notice of the Order of Dismissal entered on October 19, 2016 in the matter of *Jimmy Helms v. Debbie Willing* Case No.: 2015-DR-40-3557.

admits he did not always hold Defendant out as his wife but only when convenient for him.⁵ Plaintiff alleges in the alternative, that if there is no common law marriage, then the Parties had a partnership and held certain properties as tenants in partnership and that Defendant breached fiduciary duties owed to him, breached trust, and has converted property.⁶

Plaintiff testified that he was in the gambling business, video poker business, and was also a bookmaker with a federal gambling stamp.⁷ The Parties did not commingle bank accounts and did not have joint bank accounts.⁸ The Parties did not file joint tax returns. Prior to the Parties' relationship, Defendant owned her own home at 1904 Osceola Street.⁹ During the years of the Parties' relationship, Plaintiff transferred to Defendant the property located at 812 Meeting Street. The Parties dispute the circumstances and basis surrounding this transfer. Defendant purchased real estate located at Lot 12 Harborwatch¹⁰, 1900 Osceola Street, 804 Shull Street, and 820 Meeting Street. These properties were all titled solely in Defendant's name. During the Parties' relationship, Plaintiff purchased property located at 1905 Osceola Street. This property was solely titled in Plaintiff's name and since the initiation of this case Plaintiff has sold this property and the Parties did not share the profits or loss associated with 1905 Osceola Street.

Plaintiff alleges the Parties operated a business together as business partners at 812 and 820 Meeting Street, under the name of Jimmy's Citgo/ Jimmy's Mini Mart. Plaintiff also alleges the Parties purchased 804 Shull Street and 1900 Osceola Street as rental property. Plaintiff alleges he made certain repairs and improvements to Defendant's home located at 1904 Osceola and

⁵ See Plaintiff's Deposition, PP. 11-12. Plaintiff's Sealed Deposition Transcript will be presented to the Court on Monday, July 13, 2020.

⁶ See Plaintiff's Complaint.

⁷ See Plaintiff's Deposition, P.11.

⁸ See Plaintiff's Deposition, p.64.

⁹ See Plaintiff's Deposition, p.66.

¹⁰ This property has subsequently been sold.

accordingly maintains an interest in Defendant's residence. Plaintiff alleges that because Defendant purchased Lot 12 Harborwatch from his ex-wife that he has an interest in Lot 12. Defendant denies the Parties operated as business partners and Defendant denies the Parties were common law husband and wife. Defendant denies she held property in trust for Defendant and denies that she has converted property.

Plaintiff testified that "if anything ever went bad as far as the Federal Government, somebody come [sic] in and check out—we put everything in [Defendant's] name so we wouldn't lose everything."¹¹ Plaintiff testified that this was the "honest to God truth."¹² Plaintiff testified that when he and Defendant got together, he put L&D Enterprises in Defendant's name because they were together.¹³ Defendant denies this reason as the basis for the transfer. Plaintiff testified Jimmy's Mini Mart operated under L&D Enterprise.¹⁴ Plaintiff further testified that he agreed 812 Meeting Street should be placed in Defendant's name so that Defendant could qualify for a loan he might not have otherwise qualified for as a result of being in the gambling business.¹⁵ Plaintiff testified that when Defendant received the loan on 812 Meeting Street, he was "dead busted."¹⁶ Plaintiff testified that he did not finance the loan, his social security number is not attached to the loan, and that he is not on the hook for repayment of the loan.¹⁷

Plaintiff testified that Defendant purchased the property located at 809 Shull Street and that he has an interest in this property because he gave the down payment.¹⁸ Defendant denies that Plaintiff contributed to the down payment and Plaintiff has produced no evidence to support that

¹¹ See Plaintiff's Deposition, P.11.

¹² See Plaintiff's Deposition, P.11

¹³ See Plaintiff's Deposition, p.14. Plaintiff later testified that he placed L&D in his children's names and the children later transferred L&D to Defendant. Plaintiff's Deposition, p. 117.

¹⁴ See Plaintiff's Deposition, p.15.

¹⁵ See Plaintiff's Deposition, p.36.

¹⁶ See Plaintiff's Deposition, p.37.

¹⁷ See Plaintiff's Deposition, p.39.

¹⁸ See Plaintiff's Deposition, p.54.

he has made the down payment on this property. Plaintiff has no control of management, the Parties do not share any profits or losses with respect to this property, and the Parties have no community interest with respect to this property. Plaintiff has failed to produce any evidence to support the same.

Plaintiff testified that Defendant purchased the property located at 1900 Osceola Street and that he has an interest in that property because he helped to remodel the home.¹⁹ Plaintiff himself even questioned whether his actions with Defendant were of a community interest.²⁰ With respect to 1900 Osceola Street, Defendant pays the taxes, Defendant pays the insurance, and Defendant pays the mortgage.²¹ Plaintiff has no financial responsibilities with respect to 1900 Osceola Street. Plaintiff has no control of management of this property, the Parties do not share any profits or losses with respect to this property, and the Parties have no community interest with respect to this property. Plaintiff has failed to produce any evidence to support the same.

Defendant purchased the property located at 820 Meeting Street. Defendant has solely managed the maintenance of the property, the Parties do not share any profits or loss with respect to this property, and the Parties have no community interest with respect to this property. Plaintiff has failed to produce any evidence to support the same.

Plaintiff also testified that Defendant paid \$6,000 for the purchase of Lot 12, Harborwatch from her bank account but that he has an interest in this property also even though they did not commingle bank accounts.²² Plaintiff had no control of management of this property, the Parties did not share any profits or losses with respect to this property, and the Parties have no community

¹⁹See Plaintiff's Deposition, pp.56-57.

²⁰ See Plaintiff's Deposition, p.57.

²¹ See Plaintiff's Deposition, pp.59-60.

²² See Plaintiff's Deposition, p.64.

interest with respect to this property. Plaintiff has failed to produce any evidence to support the same.

Plaintiff also testified that he bought the property located at 1905 Osceola because Defendant said to him, “Look, Jimmy that’s a good investment, why don’t you try to buy that house?”²³ This home is titled solely in Plaintiff’s name. Defendant had no control over this property and did not share in the profits or losses of this property. Plaintiff sold this property during the course of litigation and did not share the profits of this property with Defendant but now alleges that this property should be divided between the Parties. Defendant posits that Defendant’s sole ownership, control, management, and maintenance of this property further demonstrates that the Parties did not act or intend to act as business partners in respect to any property ownership, management, and control.

Defendant denies all of Plaintiff’s allegations and now seeks an Order which grants summary judgment in her favor.

STANDARD OF REVIEW

Summary judgment is appropriate when the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to judgment as a matter of law. *Handson v. Scalise Builders of S.C.*, 374 S.C. 352, 354-55, 650 S.E.2d 68, 70 (2007) (quoting Rule 56(c), SCRCP). When a motion for summary judgment is made and supported as provided in this rule, an adverse party may not rest upon the mere allegations or denials of his pleading, but his response, by affidavits or as otherwise provided in this rule, must set forth specific facts showing that there is a genuine issue for trial. If he does not so respond, summary judgment,

²³ See Plaintiff’s Deposition, p.68.

if appropriate, shall be entered against him. *Pertuis v. Front Roe Rests., Inc.*, 423 S.C. 640, 655, 817 S.E.2d 273, 280 (2018).

LEGAL ARGUMENT

1. The Parties did not operate a business partnership

To establish a partnership there must be an association of two or more persons to carry on as co-owners a business for profit. *Buffkin v. Strickland*, 280 S.C. 343, 312 S.E.2d 579 (Ct. App. 1984). S.C. Code Ann. § 33-41-210. The following tests are appropriate in determining whether a partnership exists: (1) the sharing of profits and losses; (2) the community of interest in capital or property; and (3) community of interest in control and management. *Terry v. Brashier*, 262 S.C. 639, 207 S.E.2d 82 (1974). Joint tenancy, tenancy in common, tenancy by the entireties, joint property, common property or part ownership does not of itself establish a partnership, whether such co-owners do or do not share any profit made by the use of the property is the test for determining whether a partnership exists.²⁴ Plaintiff has failed to present even a scintilla of evidence to demonstrate that the Parties shared profits and losses, community of interest in capital or property; and community of interest in control and management. Plaintiff has produced no evidence that the Parties shared in profits and losses together. In fact, Plaintiff's testimony establishes the exact opposite. The Parties did not share bank accounts, Defendant financed a loan for which she was personally liable and responsible, Defendant paid tax debts for which Plaintiff was not responsible. Moreover, Plaintiff expressly testified that he told Defendant, if the store ever sold, that she was to take all that money and pay her house (1904 Osceola) off so that she would own it scot-free and not have any debts.²⁵ Plaintiff's testimony also supports that there was

²⁴ See S.C. Code Ann. § 33-41-220(2).

²⁵Plaintiff's Deposition, p. 134.

no community of interest in capital or property and no community of interest in control and management over the real property.

a. 1904 Osceola Drive

Defendant owned this home prior to the Parties' romantic relationship and since 1999. Plaintiff moved in this residence; however, Defendant always maintained control of the property so much so that when the Parties romantic relationship ended, Plaintiff left Defendant's residence. Plaintiff testified that he has an interest in this property because he made certain improvements to the home. Defendant acknowledges that during the Parties' relationship the Plaintiff did install a swimming pool; however, Plaintiff did not contribute toward the mortgage, taxes, insurance, utilities, or any costs or upkeep associated with this home. Plaintiff lived at this home for 13 years and paid no rent or bills for having a place to live.

b. 1900 Osceola Drive

Defendant purchased this property during the Parties' romantic relationship. Defendant made this purchase from her personal account. Plaintiff made no contributions toward any payments or costs associated with this property. Defendant has always maintained control of the property. Plaintiff testified that he has an interest in this property because he helped remodel the home. Defendant denies this account and Plaintiff has offered no evidence to support the same. However, assuming *arguendo* Plaintiff did make improvements, doing so does not give rise to sharing of profits, community interest in the property, or community interest in control or management. Plaintiff has produced no evidence to support the same with respect to this property. Additionally, Plaintiff fails to establish a business partnership that would so much as include this property as an asset of the business partnership.

c. 804 Shull Street

Defendant purchased this property during the Parties' romantic relationship. Defendant made this purchase from her personal account. Plaintiff made no contributions toward any payments or costs associated with this property. Defendant has always maintained control of the property. Plaintiff testified that he has an interest in this property because he contributed to the down payment. Defendant denies the same and Plaintiff has offered no evidence to support the same. However, assuming *arguendo* Plaintiff did contribute to the down payment, doing so does not give rise to sharing of profits, community interest in the property, or community interest in control or management. Additionally, Plaintiff fails to establish a business partnership that would so much as include this property as an asset of the business partnership.

d. 812 Meeting Street/ 820 Meeting Street

Plaintiff testified that he operated Jimmy's Mart at 812 Meeting Street prior to the Parties' relationship. Plaintiff was indebted and financially "busted" with respect to the contents of Jimmy's Mart property prior to the Parties' relationship.

Plaintiff testified that Defendant solely qualified for the loan, is solely responsible for the loan, and that he has no contractual obligations with respect to the loan. Plaintiff further testified that he only worked at the convenience store and that he managed the video poker machines at the convenience store before the machines were seized. Plaintiff even testified he told Defendant that when she sold the store, she should take all of the money to pay off her debts and home. Plaintiff's own testimony demonstrates that there was no sharing of profits or losses, no community interest in management and control, and no community interest in the property itself.

e. Lot 12 Harborwatch

Defendant purchased this property from the Plaintiff's ex-wife for \$6,000 during the Parties' relationship. Plaintiff testified that the Defendant made this payment out of a bank account for which he did not have control or management. Plaintiff has produced no evidence to support the Parties operated a business partnership. Additionally, Plaintiff fails to establish a business partnership that would so much as include this property as an asset of the business partnership.

2. Defendant did not owe Plaintiff any fiduciary duty and no breach of fiduciary duties exist.

A fiduciary relationship exists when one reposes special confidence in another, so that the latter, in equity and good conscience, is bound to act in good faith and with due regard to the interests of the one reposing confidence. *O'Shea v. Lesser*, 308 S.C. 10, 15, 416 S.E.2d 629, 631 (1992). Moreover, the evidence must show the entrusted party "actually accepted or induced the confidence placed in him." *State v. Parris*, 353 S.C. 582, 593, 578 S.E.2d 736, 742 (Ct.App.2003) (quoting *Brown v. Pearson*, 326 S.C. 409, 423, 483 S.E.2d 477, 484 (Ct.App.1997)). *Cowburn v. Leventis*, 619 S.E.2d 437, 366 S.C. 20 (S.C. 2005). A fiduciary relationship is found to exist in relationships where there is special confidences such as the existence of a Power of Attorney, existence of attorney-client relationship, existence of broker-client relationship²⁶, and between a bank and a customer in limited circumstances²⁷. *Moore v. Moore*²⁸ establishes that a fiduciary relationship exists between business partners and Plaintiff alleges the Parties were business partners. For reasons already discussed, Plaintiff has failed to prove and present any evidence that the Parties acted as business partners. Accordingly, since there is no business partnership, the Parties did not owe fiduciary duties to one another.

²⁶ *Regions Bank v. Schmauch*, 354 S.C. 648, 671, 582 S.E.2d 432, 444 (Ct.App.2003) *Cowburn v. Leventis*, 619 S.E.2d 437, 366 S.C. 20 (S.C. 2005)

²⁷ *Burwell v. S.C. Nat'l Bank*, 288 S.C. 34, 40, 340 S.E.2d 786, 790 (1986) *Hotel & Motel Holdings, LLC v. BJC Enters., LLC*, 414 S.C. 635, 780 S.E.2d 263 (S.C. App. 2015)

²⁸ *Moore v. Moore*, 360 S.C. 241, 253, 599 S.E.2d 467, 473 (Ct. App. 2004)

Plaintiff did not provide special confidence in the Defendant. Moreover, there is no evidence that Defendant induced whatever confidences Plaintiff placed with Defendant as a result of their romantic relationship. When questioned about his role in the Parties' relationship, Plaintiff testified, "I think I was a pretty good husband most of the time. I think I was a good father to her children. She was a good mother to my children. I was a provider just as much as she was a provider."²⁹ Other than the emotions of their romantic relationship, Plaintiff testified that Defendant did not owe him anything. Plaintiff's own testimony in this regard confirms that Plaintiff's real theory for recovery is not that he truly believes the Parties were business partners but rather he truly believes the Parties had a common law marriage when no common law marriage exists.

3. Defendant does not hold property in express, resulting, or constructive trust for Plaintiff and there is no breach of trust.

Plaintiff argues that an express trust has arisen because of the Parties' relationship and partnership. This argument fails for the same reasons that there is no business partnership between the Parties. Moreover, Plaintiff has failed to produce any evidence to support the same. Likewise, the Plaintiff's theories under resulting and constructive trust also fail and the Defendant is entitled to summary judgment.

A resulting trust cannot be imposed when a transaction is undertaken to defraud others or to violate the law. *Hayne Federal Credit Union v. Bailey*, 327 S.C. 242, 489 S.E.2d 472 (1997). Rather, a resulting trust is imposed to effectuate the intent of the Parties when property is held in the name of one Party as opposed to the other Party who claims to have made financial payments toward the property. *Id.* In this case, Plaintiff testified that he put property in Defendant's name

²⁹ Plaintiff's Deposition, p. 125.

because he was involved in illegal activity, gambling. First, Defendant denies this assertion. Secondly, Defendant avers that Plaintiff's explanation, as erroneous as it may be, would certainly defeat the argument necessary to establish a resulting trust. Plaintiff has testified that the Defendant has been solely financially responsible for the costs associated with the property at issue and that he has not contributed toward the maintenance and upkeep of the properties. Accordingly, the Defendant is entitled to summary judgment as a matter of law.

A constructive trust arises whenever the circumstances under which property was acquired make it inequitable that it should be retained by the one holding legal title. *Lollis v. Lollis*, 291 S.C. 525, 354 S.E.2d 559 (1987). A constructive trust results from fraud, bad faith, abuse of confidence, or violation of a fiduciary duty which gives rise to an obligation in equity to make restitution. *Id.* "Fraud is an essential element, although it need not be actual fraud." *Id.* 291 S.C. at 529, 354 S.E.2d at 561. "A constructive trust arises against one who by fraud, actual or constructive, by duress or abuse of confidence, by commission of a wrong or by any form of unconscionable conduct, artifice, concealment, or questionable means and against good conscience, either has obtained or holds the right to property which he ought not in equity and good conscience hold and enjoy." *Halbersberg v. Berry*, 302 S.C. 97, 99, 394 S.E.2d 7, 13 (Ct.App.1990). In order to establish a constructive trust, the evidence must be clear, definite, and unequivocal. *Lollis*, 291 S.C. 525, 354 S.E.2d 559. Plaintiff has produced no evidence that the Defendant has acted in bad faith, fraudulently, or abused any confidences. Plaintiff has also produced no evidence that a fiduciary relationship exists and that the Defendant has breached a fiduciary duty.

Accordingly, Plaintiff has failed to present any evidence on the issue of constructive trust and the Defendant is entitled to summary judgment.

4. Conversion

Conversion is the ‘unauthorized assumption and exercise of the right of ownership over goods or personal chattels belonging to another, to the exclusion of the owner's rights.’ *Bank of New York v. Sumter Cnty.*, 387 S.C. 147, 158, 691 S.E.2d 473, 479 (2010) (quoting *Moore v. Weinberg*, 383 S.C. 583, 589, 681 S.E.2d 875, 878 (2009)). “Conversion may arise by some illegal use or misuse, or by illegal detention of another's personal property.” *Regions Bank v. Schmauch*, 354 S.C. 648, 667, 582 S.E.2d 432, 442 (Ct.App.2003). *Gordon v. Busbee*, 397 S.C. 119, 723 S.E.2d 822 (S.C. App. 2012). To establish a tort of conversion, it is essential that the Plaintiff show either title or right to the possession of personal property. *Crane v. Citizorp. Nat’l Services, Inc.*, 313 S.C. 70, 437 S.E.2d 50 (1993). A Plaintiff's claim for conversion fails where the Defendant proves a legal right to the property. *Kirby v. Horne Motor Co.*, 295 S.C. 7, 11, 366 S.E.2d 259, 261-62 (Ct.App.1988). *Mackela v. Bentley*, 614 S.E.2d 648, 365 S.C. 44 (S.C. 2005).

In this case, the Plaintiff cannot show either title or right to the possession of the properties at issue. All of the properties at issue are titled in the Defendant’s name and the Defendant lawfully came into possession of the property. Defendant did not unduly influence Plaintiff with respect to title or ownership of the property and there is no evidence that the Defendant unduly influenced him with any of the decisions he made during their` romantic relationship. Plaintiff’s theory that he has a right to possession of certain real estate because he either made a down payment or made certain improvements does not transfer to Plaintiff a right to possession such that would give rise to a conversion action. The Defendant is the lawful owner of record of all of the real property at issue in this case. Accordingly, the Plaintiff’s claim for conversion fails as a matter of law.

Furthermore, when questioned how the Defendant converted property to her own use, Plaintiff testified, “well she ain’t given me anything from it. Well, she’s not supposed to now

because we had a lot of debt to pay off.”³⁰ Plaintiff, through his own testimony confirms that there is no genuine issue of material fact with respect to the conversion cause of action.

CONCLUSION

The Defendant respectfully requests that this Court issue an Order granting summary judgment in her favor. There is no genuine issue of material fact as to whether the Parties had a business partnership, whether the Defendant breached a fiduciary duty or trust owed to Plaintiff and whether Defendant converted property.

Respectfully submitted,

/s/ Lakesha Jeffries, Esquire

Lakesha Jeffries, Esquire

SC BAR NO: 71736

JEFFRIES LAW FIRM, LLC

PO Box 646

Orangeburg, SC 29116

Phn. No: (803) 531-6300

Fax No: (803) 536-6001

ljeffries@jeffrieslawsc.com

ATTORNEY FOR THE DEFENDANT

July 8, 2020

³⁰ Plaintiff's Deposition, P.127

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF RICHLAND	)	C/A No.: 2015-CP-40-07268
	)	
Jimmy Helms,	)	
	)	
Plaintiff,	)	
	)	MEMORANDUM IN OPPOSITION TO
vs.	)	DEFENDANT'S MOTION FOR
	)	SUMMARY JUDGMENT
Debbie Willing,	)	
	)	
Defendant.	)	

TO: LAKESHA JEFFRIES, ATTORNEY FOR DEFENDANT:

Pursuant to Rule 56 of the Federal Rules of Civil Procedure, Plaintiffs, by and through their undersigned counsel, hereby ask the Court for an order denying the Defendant's Motion for Summary Judgment on the grounds that there are genuine disputes of material fact.

STATEMENT OF FACTS

Jimmy Helms and Debbie Willing cohabitated for approximately 13 years and contemplated the possibility of marriage. For a number of reasons, the parties did not do an official marriage ceremony. Throughout the years, the Plaintiff and the Defendant did hold themselves out as husband and wife. The parties did have a stock market account together but they did file separate tax returns. For numerous purposes, the parties held themselves out as husband and wife and the parties did consider themselves to be married. The parties owned a business together; held property together; had property placed in the Defendant's name; and they were generally recognized by members of the public as being husband and wife.

The parties have separated from each other in June of 2015. Throughout the marriage, the Plaintiff invested significant amounts of money into the home where the Defendant resides. Approximately \$100,000.00 was invested in the Defendant's home.

The parties acquired jointly a parcel of real estate in Harbor Watch. The Harbor Watch property was property which the Plaintiff owned prior to the parties coming together. The understanding was the Defendant would hold the Harbor Watch property for the Plaintiff. The parties jointly maintained the lot and jointly paid taxes on the lot. The parties acquired various parcels of income producing property as well as other items which were placed in the Defendant's name or which were held jointly.

The parties had a business relationship wherein and whereby they shared income. They shared assets. They shared expenses. Assuming there was no common law marriage, then the parties had a partnership. The partners owned various property together and Plaintiff is entitled to an accounting. Plaintiff is entitled to a winding up of the partnership affairs. This Court should order a winding up of the partnership affairs and should issue such order as is just and proper as to the division of partnership property.

Plaintiff prays for judgment against the Defendant for actual damages; for punitive damages; for an Order declaring the rights of the parties on to another; for an accounting; for a division of partnership properties; for a winding up and termination of partnership affairs; and for such other and further relief as this Court might deem just and proper.

STANDARD OF REVIEW

Pursuant to South Carolina Rules of Civil Procedure 56(c), summary judgment is proper only if there is not genuine issue of material fact and the moving party is entitled to judgment as a matter of law. *Fleming v. Rose*, 350 S.C., 488 S.C. 493, 567 S.E.2d 857, 860 (2002). The Court is required to take all facts and inferences arising there from in the light most favorable to the non-moving party. Here Plaintiff is the non-moving party and she is "only required to submit a mere scintilla of evidence in order to withstand a motion for summary judgment." *Hancock v. Mid-South*

Management Co., Inc., 381 S.C. 326, 330-331, 673 S.E.2d 801, 803 (2009). “In ruling on a motion for summary judgment, the Court must construe all inferences and conclusions arising in and from the most strongly against the moving party.” *Lyles v. BMI, Inc.*, 292 S.C. 153, 355, S.E.2d 282 (1987). The party seeking summary judgment has the burden of clearly establishing the absence of a genuine issue of material fact. *Baughman v. Am. Tel. and Co.*, 306 S.C. 101, 410 S.E.2d 537, 545 (1991).

LEGAL ARGUMENT

I. Plaintiff Produced a Scintilla of Evidence to Prove the Existence of a Business Partnership Between the Parties

Section 106(a) of the Act states “partnership is bound by and may enforce the partnership agreement, whether or not the partnership has itself manifested assent to the agreement. *The Uniformed Partnership Act* § 106.

The Court held in *Moore v. Moore*, one of the most important tests as to the existence of a partnership is the intention of the parties. . *Moore v. Moore*, 360 S.C. 241, 599 S.E.2d 467 (Ct. App. 2004).. To determine whether a partnership exists, the following tests are used: (1) the sharing of profits and losses, (2) community of interest in capital or property, and (3) community of interest in control and management. *Id.*

Where the parties to a contract, by their acts, conduct, or agreement show that they intended to combine their property, labor, skill and experience, or some of these elements on one side, and some on the other, to carry on, as principals or co-owners, a common business, trade, or venture as a commercial enterprise, and to share, either expressly or by implication, the profits and losses or expenses that may be incurred, such parties are partners. A partnership agreement may rest in parol. *Moore v. Moore*, 360 S.C. 241, 599 S.E.2d 467 (Ct. App. 2004). A partnership agreement

may be implied and without express intention. A partnership may be found to exist by implication from the parties' conduct. *Id.*

A partnership may be found to exist by implication from the parties' conduct. *Stephens v. Stephens*, 213 S.C. 525, 50 S.E.2d 577 (1948); *see also Wyman v. Davis*, 223 S.C. 172, 74 S.E.2d 694 (1953) (a partnership agreement may be implied and without express intention). *Corley v. Ott*, 326 S.C. 89, 92, 485 S.E.2d 97, 99 (1997)

In the present matter the parties shared the profits and losses from the properties, both parties were receiving a community of interest in capital or property and the community of interest in control and management was being received by both parties. Therefore there was a partnership between the parties.

II. Breach of Fiduciary Duty

A breach of a fiduciary duty is generally an action at law. *Kuznik v. Bees Ferry Assocs.*, 342 S.C. 579, 538 S.E.2d 15 (Ct. App. 2000). There is also a cause of action for aiding and abetting a breach of fiduciary duty the elements of which are: (1) breach of a fiduciary duty owed to the Plaintiff; (2) Defendant's knowing participation in the breach; and (3) damages. *Future Growth, II v. Nationsbank*, 324 S.C. 89, 478 S.E.2d 45 (1996), The restatement of Torts provides that: One standing in a fiduciary relationship with another is subject to liability to the other for harm resulting from a breach of duty imposed by the relation. Restatement (Second) of Torts §874 (1979). See *Gould v. O'Shaughnessy Realty Co.*, 380 S.C. 548, 671 S.E.2d 79 (Ct. App. 2008).

The Courts in South Carolina have said that a fiduciary relationship exists when "one reposes special confidence in another so that the latter, in equity and good conscience is bound to act in good faith and with due regard to the interest of one reposing the confidence. *SSI Medical Services, Inc. v. Cox*, 301 S.C. 493, 392 S.E.2d 789, 794 (1990). The South Carolina Supreme

Court has said that “an action for a breach of a fiduciary duty may sound in law or equity depending on the nature of the relief sought. *Verenes v. Alvanos*, 378 S.C. 11, 690 S.E.2d 771 (2010). Whether a fiduciary relationship exists is an equitable issue. *Moore v. Benson*, 390 S.C. 153, 700 S.E.2d 272 (Ct. App. 2010) (finding that the main purpose of breach of fiduciary duty action was for equitable remedy to rescind contract and reconvey property).

The existence of a fiduciary relationship is a question of law for the court, but whether a fiduciary relationship has been breached is generally a question of fact for the jury to decide. *Spence v. Wingate*, 395 S.C. 148, 716 S.E.2d 920.

A plaintiff is entitled to tort damages for harm caused by the breach of a fiduciary duty owed him or her. Restatement (Second) of Torts § 874 comment b (1979). Damages in an action for breach of fiduciary duty are those proximately resulting from the wrongful conduct of the defendant. *Lowndes Products, Inc. v. Browser*, 259 S.C. 322, 191 S.E.2d 761 (972). Punitive damages may be awarded, but only if the Plaintiff proves by clear and convincing evidence that defendant misconduct was willful, wanton, or in reckless disregard to the plaintiff’s rights and only if there is an underlying finding of actual damages. *Keane v. Lowcountry Pediatrics, P.A.* 372 S.C. 136, 641 S.E.2d 53 (Ct. App. 2007)

A fiduciary relationship is founded on the trust and confidence reposed by one person in the integrity and fidelity of another. *Moore v. Moore*, 360 S.C. 241, 599 S.E.2d 467 (Ct. App. 2004). A fiduciary relationship exists when one imposes a special confidence in another, so that the latter, in equity and good conscience, is bound to act in good faith and with due regard to the interests of the one imposing the confidence. *Id.* A relationship must be more than casual to equal a fiduciary relationship. *Id.* To establish the existence of a fiduciary relationship, evidence must show the entrusted party actually accepted or induced the confidence placed in him.

Partners are fiduciaries to each other and their relationship is one of mutual trust and confidence, imposing upon them requirements of loyalty, good faith and fair dealing. Moore v. Moore, 360 S.C. 241, 599 S.E.2d 467 (Ct. App. 2004). The law holds each member of a partnership to the highest degree of good faith in his dealings with reference to any matter which concerns the business of the common engagement, and each partner, being the agent of the firm, must be held to the same accountability as other trustees, in all matters which affect the common interest. *Id.* The relationship of a partnership is fiduciary in character and imposes on the members the obligation of refraining from taking any advantage of one another by the slightest misrepresentation or concealment. *Id.*

In the present case a fiduciary relationship existed between the parties by the parties being a partnership where a fiduciary relationship existed, the Defendant knowingly participating in breaching the fiduciary relationship by denying Plaintiff his portion in the partnership of the properties, and damaging the Plaintiff by refusing to compensate him for his portion of the proceeds from the property. The parties were accountable to one another and Defendant took advantage of the Plaintiff.

The fiduciary relationship between the parties was founded on trust and confidence due to the parties' romantic relationship and special confidence in one another. The parties romantic relationship was more than casual and was therefore equal to a fiduciary relationship.

III. Breach of Trust

In prosecution for breach of trust with fraudulent intent, state must prove exact trust which has been breached (Code 1932, § 1149). *State v. Cody*, 180 S.C. 417, 186 S.E. 165 (1936). An appropriation by an administrator of the assets of his intestate to his own private use is, prima facie, a breach of trust, and a fraud upon the rights of those interested in the estate, and he who,

knowing the purpose of the administrator so to appropriate them, purchases them from him or advances him money upon their pledge, whereby the fraud is actually consummated, takes them mala fide. *Rhame v. Lewis*, 34 S.C. Eq. 269 (S.C. Ct. App. 1867).

In the present case, the Defendant breached the trust between the parties by the Defendants fraudulent intent and their misappropriation of the assets to their own private. The Defendant therefore breached the trust between the parties.

A. Express Trust

Express trusts are those which are raised and created by the act of the parties, and implied trusts are those raised or created by act or construction of law. Express trusts are declared either by word or writing; and these declarations appear either by direct and manifest proof, or by proof of circumstances creating a violent and necessary presumption, that such declarations were made, either by word or writing, though the plain and direct proof thereof be not extant. *Joyce v. Gunnels*, 19 S.C. Eq. 259 (S.C. App. Eq. 1846)

Parol evidence may be admitted to show the existence of an express trust. *All v. Prillaman*, 200 S.C. 279, 20 S.E.2d 741 (1942). "The intention of the parties . . . may be shown by proof of the parol agreement in accordance with which the title is taken." *Id.*

"The mere violation of a parole promise . . . to hold such land in trust. . . or to convey it back to the grantor or to a person designated or to be designated by him, does not create a constructive trust in the grantee. . . since the trust, if any, is an express one and is not enforceable under the statute of frauds." *Id.*

In the present matter an express trust was created based on the exception of the parol evidence rule of a contemporaneous independent agreement to reconvey real estate to show the true consideration of a deed. An express trust is further created by the manifestation of proof

overtime that led to the necessary presumption for such declarations. Due to the parties present relationship and partnership there was an express trust.

B. Resulting Trust

“Equity devised the theory of resulting trust to effectuate the intent of the parties in certain situations where one party pays for property, in whole or in part, that for a different reason is placed in the name of another . . . The general rule is that when real estate is conveyed to one person and the consideration paid by another, it is presumed that the party who pays the purchase money intended a benefit to himself, and accordingly a resulting trust is raised. . . the presumption, however, may not be in accord with the truth. It may be rebutted and the actual intention shown by parol evidence.” *Hayne Federal Credit Union v. Bailey*, 327 S.C. 242, 489 S.E.2d 472 (1997). “Fraud can defeat a resulting trust.” *Id.*, citing *Elrod v. Cochran*, 59 S.C. 467, 472, 38 S.E. 122, 124 (1901).

A resulting trust may not be imposed when the transaction is undertaken to defraud other persons or to violate the law. *Id.* “The law will not permit a party to deliberately put his property out of his control for a fraudulent purpose, and then, through intervention of a court . . . regain the same after his fraudulent purpose has been accomplished.” *Id.*

In order to impose a resulting trust, South Carolina law requires the consideration of the following circumstances: Equity devised the theory of resulting trust to effectuate the intent of the parties in certain situations where one party pays for property, in whole or in part, that for a different reason is titled in the name of another. *McDowell v. S.C. Dep't of Social Servs.*, 296 S.C. 89, 370 S.E.2d (Ct. App. 1987). The general rule is that when real estate is conveyed to one person and the consideration paid by another, it is presumed that the party who pays the purchase money intended a benefit to himself, and accordingly a resulting trust is raised in his behalf. *Caulk v.*

Caulk, 211 S.C. 57, 43 S.E.2d 600 (1947). The presumption, however, may not be in accord with the truth. It may be rebutted and the actual intention shown by parol evidence. *Larisey v. Larisey*, 93 S.C. 450, 77 S.E. 129 (1913). *Hayne Fed. Credit Union v. Bailey*, 327 S.C. 242, 248 S.E.2d 472 (1997).

It is well settled that the evidence to establish a resulting trust must be *definite, clear, unequivocal and convincing.*” *Moore v. McKelvey*, 266 S.C. 95, 98, 221 S.E.2d 780, 781 (1976) (quoting *Hodges v. Hodges*, 243 S.C. 299, 306, 133 S.E.2d 816, 819 (1963); *Green v. Green*, 237 S.C. 424, 430, 117 S.E.2d 583, 586 (S.C. 1960)) (emphasis added); *see also In re Blackwell*, 1998 WL 2017334, at *4 (quoting *ACLI Gov't Secs, Inc. v. Rhodes*, 764 F.2d 1033, 1035 (4th Cir. 1985)).

Presumptions regarding the creation of a resulting trust by a purchaser who titles property in another's name is rebuttable on a showing of the purchaser's intent to the contrary through parol evidence. *Jocoy v. Jocoy*, 349 S.C. 441, 562 S.E.2d 674 (Ct. App. 2002).

The court held that a resulting trust existed in favor of the purchaser where the mother provided all consideration for the property but the title was intentionally placed in the daughter-in-law's name. *Id.* The analysis does not end when the court finds that the property was intentionally titled in another's name. *Id.* In *Jocoy*, it is undisputed that the mother provided all of the consideration for the home and that title was placed in daughter-in-law's name.

In the present case Plaintiff provided all of the considered for properties except the title. There was also clear and convincing evidence that Plaintiff intended to keep a beneficial interest in the properties. Plaintiff paid the down payment for both the house and store; paid the monthly dues owed on the properties; managed the properties; invested personal funds into the properties;

and made important business decisions for the store; Plaintiff continued to keep the beneficial interest of both the house and store.

The determination of whether a resulting trust should be imposed is specific to the time of the transaction. “South Carolina law is clear that *a resulting trust arises, if at all, only at the time of the purchase of the land or good at issue.*” *In re Prince*, 2011 WL 2747797, at *3 (citing *Larisey v. Larisey*, 93 S.C. 450, 77 S.E. 129, 130 (1913) (emphasis added); *see also Moore v. McKelvey*, 266 S.C. 95, 98, 221 S.E.2d 780, 781 (1976) (quoting *Hodges*, 243 S.C. at 307, 133 S.E.2d at 820); *Green*, 237 S.C. at 436, 117 S.E.2d at 589 (quoting 54 Am. Jur., Trusts, § 204, at 159); *Surasky v. Weintraub*, 90 S.C. 522, 73 S.E. 1029, 1032 (1912) (quoting *Olcott v. Bynum*, 17 Wall. 59, 21 L. Ed. 570)). Thus, in determining whether a resulting trust arises, the court must look to the status of the parties at the time the deed was executed. *Surasky*, 90 S.C. at 522, 73 S.E. at 1031. “A resulting trust ‘cannot arise from subsequent transactions, change of circumstances or intention.’ ” *In re Prince*, 2011 WL 2747797, at *3 (quoting *Larisey*, 93 S.C. 450, 77 S.E. at 130). Accordingly, evidence to rebut the presumption of resulting trust must pertain to “the actual intent of him who pays the purchase price at the time of the transaction, and *limited, according to his intention at that time ...*” *Larisey*, 93 S.C. at 450, 77 S.E. at 129 (emphasis added) (citations omitted); *see also McDowell v. S.C. Dep’t of Social Servs.*, 296 S.C. 89, 370 S.E.2d 878 (Ct. App. 1987) (“creation of resulting trust depends on the intention of the person furnishing the consideration”). *Donnan v. Mariner*, 339 S.C. 621, 529 S.E.2d 754 (Ct. App. 2000).

In the present case Plaintiff’s action intention at the time of transaction was to own the properties, but only title the property in another name. Plaintiff was the one who paid the down payment and monthly payment for the property, so the interest is based on plaintiff and his reasons.

Plaintiff not only paid the purchase price but had consistently made all of the monthly payments on the house and store since their purchase.

South Carolina law recognizes a “resulting trust” in which a party holds legal title in trust for the true beneficial owner. A “resulting trust” arises when the intent behind the disposition or other facts and circumstances create an inference that the beneficial interest does not run with the legal title. *Bowen v. Bowen*, 575 S.E.2d 553, 556 (S.C. 2003); *see also* Restatement (Third) of Trusts § 7, cmt. a. Defendants father the initial down payment on the subject property in 2007.

The property was titled Defendant name and she assumed the mortgage on the property. Thereafter however, Plaintiff would both make payments on the mortgage so both paid the properties. The Plaintiff paid the down payment for the house and store, Plaintiff paid all of the bills from the properties.

Although Plaintiff purported to give legal title to the Defendant, the beneficial interest in the property never changed. Plaintiff made improvements to the property, and operated his businesses from there. A presumption should arise that a resulting trust formed in both of the parties.

Campbell v. Campbell, 386 S.E.2d 305 (S.C. Ap.. 1989) is illustrative of why a resulting trust arises. David Campbell acquired property in Aiken County with the help of his nephew William; the parties intended to give David a place to live. *Id.* at 305. David and William each gave \$1,000 as a down payment and William arranged a loan for the remainder of the purchase price because David could not get one. *Id.* at 306. William signed a mortgage to secure the loan. *Id.* at 305. David made the majority of the mortgage payments and insurance premiums on the property although William also made some until they satisfied the mortgage. *Id.* at 306. After purchasing the property, David signed a deed giving him a life estate in the property with a

remainder interest to William. *Id.* at 305. Despite the deed purporting to give David only a life estate, the trial judge concluded that David had proven a resulting trust and gave him the right to purchase William's interest in the property. *Id.* at 306. The South Carolina Court of Appeals held that a resulting trust arose to David because the parties agreed at the time of purchase that David had obligated himself to William to pay for the property, equating the situation to a loan from William to David. *Id.* William though maintained a security in the property because he had contributed 20 percent of the purchase price, obligating David to repay that portion. *Id.*

The situation in *Campbell* is similar to the situation in this case. Plaintiff's made the initial payment on the property. Plaintiff was able to get the money to make the mortgage payments, he did so. Under the analysis in *Campbell*, both would have had a claim on the property against each other to the extent that he or she contributed to the purchase price of both the store and the house by making improvements to the properties. Plaintiff's would therefore have an equitable interest in the property.

Moreover, even though Plaintiff placed the title in Anal Patel's name, the Plaintiff, Ramesh Patel, continued to act as the true owners of the property. Even after the death of Ramesh Patel, Plaintiff's wife remained living in the house, and continued paying the bills for the house and store. Thus, the Court should impose a resulting trust in favor of Plaintiff's and find that he has rights to the property under South Carolina law.

C. Constructive Trust

Constructive trusts arise entirely by operation of law without reference to an actual or supposed intention to create a trust. It is resorted to in equity, to vindicate right and justice or to frustrate fraud. A constructive trust will arise whenever circumstances under which property is acquired make it inequitable that property should be retained by him who holds the legal title.

Whitmire v. Adams, 273 S.C. 453, 257 S.E.2d 160 (1979). See also *Hairston By Hairston v. Moon*, 311 S.C. 92, 427 S.E.2d 694 Ct. App. 1993) (a constructive trust arises whenever a party has obtained property which does not equitably belong to him or her or has been acquired through breach of trust or violation of a fiduciary relationship. A constructive trust may be proved by parole evidence, despite the statute of frauds. However, a rigid standard of proof applies; it must be established by evidence which is clear, definite, unequivocal and satisfactory. *Whitmore v. Adams*, 273 S.C. 453, 257 S.E.2d 160 (1979); *Lollis v. Lollis* 291 S.C. 525, 354 S.E.2d 559 (1987); *Baptist Foundation for Christian Educ. V. Baptist College at Charleston*, 282 S.C. 53, 317 S.E.2d 453, 18 Ed. Law Rep. 482 (Ct. App 1984). *Estate of Tucker ex rel. Tucker v. Tucker*, No. 2008-UP-284, 2008 WL 9841727, at *1 (S.C. Ct. App. June 4, 2008).

A constructive trust is distinguished from an express trust in that the former arises entirely by operation of law without reference to any actual or supposed intention of creating a trust; it is resorted to by equity to vindicate right and justice or frustrate fraud. *Whitmire v. Adams*, 273 S.C. 453, 257 S.E.2d 160 (1979)

“A constructive trust will arise whenever the circumstances under which property was acquired make it inequitable that it should be retained by the one holding the legal title.” *Lollis*, 291 S.C. at 529, 354 at 561, 354 S.E.2d 573. “A constructive trust results from fraud, bad faith, abuse of confidence, or violation of a fiduciary duty which gives rise to an obligation in equity to make restitution.” *Id.* “A constructive trust arises whenever a party has obtained money which does not equitably belong to him and which he cannot in good conscience retain or withhold from another who is beneficially entitled to it as where money has been paid by accident, mistake of fact, or fraud, or has been acquired through a breach of trust or the violation of a fiduciary duty.” *SSI Med. Servs., Inc. v. Cox*, 301 S.C. 493, 500, 392 S.E.2d 789, 793–94 (1990).

This doctrine embodies a fundamental notion of equity and is essentially the same in North or South Carolina. A constructive trust arises whenever a party has obtained money which does not equitably belong to him and which he cannot in good conscience retain or withhold from another who is beneficially entitled to it as where money has been paid by accident, mistake of fact, or fraud, or has been acquired through a breach of trust or the violation of a fiduciary duty. *Wolfe v. Wolfe*, 215 S.C. 530, 56 S.E.2d 343 (1949).

“Constructive trusts” have none of the elements of an “express trust” but arise entirely by operation of law without reference to any actual or supposed intention of creating a trust and are resorted to by equity to vindicate right and justice or frustrate fraud. *All v. Prillaman*, 200 S.C. 279, 20 S.E.2d 741 (1942)

To establish a “constructive trust”, there must have been an original misrepresentation by means of which legal title was obtained, an original intention to circumvent, and get the better bargain, by confidence reposed, and, in absence of some clear evidence of fraud, imposition, or mistake at time of execution of conveyance, a grantee's subsequent repudiation of alleged parol promise is not a “fraud” against which equity can relieve. *All v. Prillaman*, 200 S.C. 279, 20 S.E.2d 741 (1942).

In the present case, the parties continued to treat the property as though they owned it. The Defendant’s name was nothing more than a legal fiction to place the property. Thus, Plaintiff has a property interest as recognized under South Carolina law under a theory of constructive trust.

IV. Conversion

Conversion is a tort action, an action at all. *Castell v. Stephenson Finance Co.*, 244, S.C. 45, 135 S.E.2d 311 (1964). *Moore v. Benson* 390 S.C. 153, 700 S.E.2d 273 (Ct. App. 2010). It is the unauthorized assumption and exercise of the right of ownership over the goods or personal

chattels of another, to the alteration of the condition or the exclusion of the owner's rights. *Crane v. Citicorp Nat'l Services, Inc.*, 313 S.C. 70, 437 S.E.2d 50 (1993). Conversion is the illegal use, misuse, or detention of another's chattel to the exclusion of the owners' rights. *Hite v. Thomas & Howard Co. of Florence*, 305 S.C. 358, 409 S.E.2d 340 (1991). It cannot arise from a defendant's exercise of a legal right over property, or from a relationship of property creditor and debtor, or where real property is at issue. *Roberts v. James*, 160 S.C. 291, 158 S.E. 689 (1931) Conversion will not lie solely for the goodwill of a business because it is inseparable from the business and its assets. Therefore goodwill can only be the subject of an action for conversion where the business or its assets are all an owners' rights.

To recover in an action for conversion, the Plaintiff must show: (1) an interest by the plaintiff in the thing converted; (2) the defendant converted the property to his or her own use; (3) the use was without the Plaintiff's permission. Not that while ordinarily the plaintiff bears the burden of proof, the burden may shift when a case involves decedents and their fiduciaries. If the plaintiff provides evidence of a confidential/fiduciary relationship, a presumption of undue influence can arise requiring the defendant to offer some evidence to establish a lack of undue influence, or the validity of contested transfers. Nonetheless, the ultimate burden of proof remains with the plaintiff unless the defendant offers no evidence to rebut the presumption. *Gordon v. Busbee*, 397 S.C. 119, 723 S.E.2d 822 (Ct. App. 2012) (Nothing that no South Carolina case discusses burden-shifting scheme in conversion claim against power of attorney or personal representative.

Fraud is not an element of conversion. *Austin v. Independent Life and Accident Ins. Co.*, 296 S.C. 16, 370 S.E.2d 918, 921 (Ct. App. 1988). Demand and refusal are unnecessary where the

conversion resulted from the defendant securing the property illegally, tortuously, by fraud, or other wrongful conduct. *Moore v. Weinberg*, 383 S.C. 583, 681 S.C. S.E.2d 875 (S.C. 2009)

To establish a tort of conversion, it is essential that the Plaintiff show either title or right to the possession of personal property. *Crane v. Citizorp. Nat'l Services, Inc.*, 313 S.C. 70, 437 S.E.2d 50 (1993). The issue is whether the Defendant exercised unauthorized control over the Plaintiff's personal property. Thus, while ownership of the real property where the personal property is located may be relevant, a conversion action does not depend on who owns that real property. *Moseley v. Oswald*, 376 S.C. 251, 656 S.E. 2d 380 (S.C. 2008).

In the present matter the Plaintiff had an interest in the properties because he made the down payments, monthly payments, and maintained the condition of the properties. The Defendant converted the property for her own use by refusing the Plaintiff use of the properties. The Defendant's denial of the Plaintiff's access to the properties was without permission. Therefore conversion by the Defendant to the Plaintiff occurred.

CONCLUSION

For the reasons set forth herein, taking the facts in the light most favorable to the Plaintiff, Defendant is not entitled to a Motion to Dismiss.

Respectfully submitted,

MOORE, TAYLOR LAW FIRM, P.A.

BY: s/ S. Jahue Moore
S. Jahue Moore, SC Bar No. 4063
1700 Sunset Boulevard (29169)
Post Office Box 5709 (29171)
West Columbia, South Carolina
(803) 796-9160

ATTORNEY FOR PLAINTIFF

West Columbia, South Carolina
June 18, 2020

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF RICHLAND	)	FOR THE FIFTH JUDICIAL CIRCUIT
	)	
JIMMY HELMS,	)	
	)	CASE NO.: 2015-DR-40-7268
Plaintiff,	)	
	)	
v.	)	<u>DEFENDANT'S</u>
	)	<u>PRE-TRIAL BRIEF</u>
	)	
DEBBIE WILLING,	)	
	)	
Defendant.	)	
_____	)	

STATEMENT OF FACTS

The Parties were in a romantic relationship for 13 years. During their relationship Plaintiff purchased certain property and Defendant purchased certain property. The Parties did not jointly title real estate, did not share bank accounts, and did not file income tax returns. Plaintiff alleges the Parties were common law husband and wife and that property attained during their relationship should be divided through divorce proceedings. In the alternative, Plaintiff alleges the Parties acted as business partners and that he is entitled to an accounting, dissolution and winding up of the partnership affairs. Plaintiff alleges that the Defendant breached fiduciary duties and trust owed to him. Plaintiff also alleges conversion. Defendant denies the Parties had a common law marriage and the Defendant denies the Parties were business partners.

FACTS IN CONTROVERSY

1. Whether the Parties shared in profits/losses.
2. Whether the Parties shared a community interest in property.
3. Whether the Parties shared a community interest in the control and management of property.
4. Whether a business partnership exists between the Parties.

5. If a business partnership exists, whether the Plaintiff is entitled to an accounting, winding up, and dissolution of the partnership affairs.
6. Whether the Parties owed fiduciary duties to one another.
7. Whether there has been a breach of fiduciary duty.
8. Whether the Defendant holds certain property in trust for the Plaintiff's benefit.
9. Whether the Defendant has converted property to her own use.

EVIDENTIARY ISSUES

Defendant has not yet received Plaintiff's exhibits for trial and reserves the right to assert any objections that may be appropriate.

TRIAL TIME/ WITNESSES

Defendant will testify in her case. Defendant reserves the right to call Michael Finnell and any other witnesses listed by the Plaintiff. Defendant believes this trial can be resolved in 1-2 days.

Respectfully submitted,

/s/ Lakesha Jeffries, Esquire

Lakesha Jeffries, Esquire
SC BAR NO: 71736
JEFFRIES LAW FIRM, LLC
PO Box 646
Orangeburg, SC 29116
Phn. No: (803) 531-6300
Fax No: (803) 536-6001
ljeffries@jeffrieslawsc.com
ATTORNEY FOR THE DEFENDANT

July 8, 2020

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF RICHLAND	)	C/A No.: 2015-CP-40-07268
	)	
Jimmy Helms,	)	
	)	
Plaintiff,	)	
	)	PLAINTIFF'S PRE-TRIAL BRIEF
vs.	)	
	)	
Debbie Willing,	)	
	)	
Defendant.	)	

Pursuant to Rule 16(c) of the South Carolina Rules of Civil Procedure, S. Jahue Moore as attorney for the Plaintiff's, Jimmy Helms submits this Pretrial Brief as follows:

1. A concise, non-argumentative statement of the facts of the case.

Jimmy Helms and Debbie Willing cohabitated for approximately 13 years and contemplated the possibility of marriage. For a number of reasons, the parties did not do an official marriage ceremony. Throughout the years, the Plaintiff and the Defendant did hold themselves out as husband and wife. The parties did have a stock market account together but they did file separate tax returns. For numerous purposes, the parties held themselves out as husband and wife and the parties did consider themselves to be married. The parties owned a business together; held property together; had property placed in the Defendant's name; and they were generally recognized by members of the public as being husband and wife.

The parties have separated from each other in June of 2015. Throughout the marriage, the Plaintiff invested significant amounts of money into the home where the Defendant resides. Approximately \$100,000.00 was invested in the Defendant's home.

The parties acquired jointly a parcel of real estate in Harbor Watch. The Harbor Watch property was property which the Plaintiff owned prior to the parties coming together. The

understanding was the Defendant would hold the Harbor Watch property for the Plaintiff. The parties jointly maintained the lot and jointly paid taxes on the lot. The parties acquired various parcels of income producing property as well as other items which were placed in the Defendant's name or which were held jointly.

The parties had a business relationship wherein and whereby they shared income. They shared assets. They shared expenses.

2. An objective statement of the facts in controversy.

This Court should order a dividing up of the partnership affairs and should issue such order as is just and proper as to the division of partnership property.

Plaintiff prays for judgment against the Defendant for actual damages; for punitive damages; for an Order declaring the rights of the parties on to another; for an accounting; for a division of partnership properties; for a winding up and termination of partnership affairs; and for such other and further relief as this Court might deem just and proper.

3. The legal issues involved. This includes the law applicable to the cause of action and the defense.

The legal issues primarily involve the standard of review for summary judgment, theories of evidence to prove a business partnership between the partners, tenancy in partnership, breach of fiduciary duty, breach of trust, express trust, resulting trust, constructive trust, and conversion.

4. A listing of exhibits, indicating those to which there is a disagreement and listing of witnesses who may be called and, if available, their address and phone number.

Exhibits:

Plaintiff's Exhibit 1 – Property 1

Plaintiff's Exhibit 2 – Property 2

Plaintiff's Exhibit 3 – Property 3

Plaintiff's Exhibit 4 – Jimmy's Citgo; 820 Meeting Street West Columbia, SC 29169

Plaintiff's Exhibit 5 – Etrade Financial Documents

Plaintiff's Exhibit 6 – Filed Summons and Complaint for Case Number 2015-CP-40-07268

Plaintiff's Exhibit 7 – Letter from Defendant's Counsel Requesting Discovery; dated January 25, 2016

Plaintiff's Exhibit 8 – Letter to Defendant's Counsel from Plaintiff's Counsel; dated February 11, 2016.

Plaintiff's Exhibit 9 – Letter from SCE&G date March 8, 2016.

Plaintiff's Exhibit 10 – AT&T Monthly Statements

Witnesses:

1. Jake Knotts
2. Betty Knotts
3. Wendy Burnette
4. Ronnie Rambo
5. Christa Wilks
6. Michael Wilks
7. Chris Truitt
8. Kaden Helms
9. Brian Hughes
10. Viral Patel
11. G. Robin Alley

5. Any unusual problems relating to evidence to be introduced, such as “Business Records as Evidence Act,” hearsay, use of depositions, etc.

None.

6. Any unusual question or matter which should be brought to the attention of the court.

None.

7. A statement that settlement negotiations were attempted before the date of the pre-trial hearing and the status of settlement negotiations.

Mediation was attempted in this case on May 4, 2020. Plaintiffs and Defendants were unable to settle at mediation. Settlement discussions with Defendants but have been unsuccessful.

Respectfully Submitted,

MOORE TAYLOR LAW FIRM, P.A.

BY: s/ S. Jahue Moore
S. Jahue Moore (SC Bar #4063)
1700 Sunset Boulevard
Post Office Box 5709
West Columbia, SC 29171
Phone: (803) 796-9160
Fax: (803) 791-8410
jake@mttlaw.com
Attorney for Plaintiffs

West Columbia, South Carolina
July 9, 2020

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

IN THE COURT OF COMMON PLEAS
FIFTH JUDICIAL CIRCUIT

JIMMY HELMS,

Plaintiff,

v.

DEBBIE WILLING,

Defendant.

CASE NO.: 2015-CP-40-07268

**NOTICE OF MOTION AND MOTION
FOR RECONSIDERATION OR IN THE
ALTERNATIVE MOTION FOR NEW
TRIAL**

TO: THE HONORABLE CASEY L. MANNING, PRESIDING JUDGE, AND PLAINTIFF, JIMMY HELMS, BY AND THROUGH HIS COUNSEL OF RECORD, S. JAHUE MOORE, ESQ.:

YOU WILL PLEASE TAKE NOTICE that as soon as Counsel may be heard, Defendant, by and through her undersigned attorney, pursuant to Rule 59 of the South Carolina Rules of Civil Procedure, move for a new trial absolute.

Defendant moves for a new trial on the following grounds:

- 1. The Circuit Court erred in finding that the Parties held the property at 812 and 820 Meeting Street in partnership and in awarding Plaintiff title to the property.**

To establish a partnership there must be an association of two or more persons to carry on as co-owners a business for profit. *Buffkin v. Strickland*, 280 S.C. 343, 312 S.E.2d 579 (Ct. App. 1984). The following tests are appropriate in determining whether a partnership exists: (1) the sharing of profits and losses; (2) the community of interest in capital or property; and (3) community of interest in control and management. *Terry v. Brashier*, 262 S.C. 639, 207 S.E.2d 82 (1974).

The evidence in this case supports the Parties did not share in the losses of the property at issue but that Defendant used personal funds consisting of her 401K and retirement to preserve and

maintain the asset. The Defendant was solely liable for the tax consequences associated with the property and the Plaintiff did not share in those losses. For these reasons, Defendant is informed and believes the Court should have declared no partnership existed and award her continued title to the property at 812 and 820 Meeting Street.

2. The Circuit Court erred in finding that ordering a sale of 812 and 820 Meeting Street is inequitable.

Defendant reiterates that the Court erred in finding the Parties held this property in partnership. However, to the extent that the Court determined this property was held in partnership, Defendant is informed and believes this Court should reconsider this decision and take additional testimony as to the sale of the property and determine equitable measures for which the property can be sold.

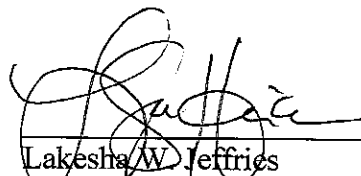
3. The Circuit Court failed to order a winding up of the affairs of the partnership to include division of liabilities connected with 812 and 820 Meeting Street when the Court found the Parties held property in partnership.

Defendant reiterates that the Court erred in finding the Parties held this property in partnership. However, since the Court established the property was held in partnership, the Order should have addressed a winding up of the affairs and liabilities connected therewith. The Defendant is informed and believes that additional testimony should be taken and considered on this issue as a matter of equity.

4. The Circuit Court erred in dividing proceeds from the sale of the rights to Jimmy's Citgo, litigation proceeds, and the account balance.

Defendant reiterates that the Court erred in finding the Parties held property in partnership. However, since the Court established the property was held in partnership, the Order should have addressed a winding up of the affairs and liabilities connected therewith before dividing these

proceeds. The Defendant is informed and believes that additional testimony should be taken and considered on this issue as a matter of equity.



Lakesha W. Jeffries
Jeffries Law Firm, LLC
P.O. Box 646
Orangeburg, SC 29116
Attorney for the Defendant

June 29, 2021
Orangeburg, SC

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

JIMMY HELMS,

PLAINTIFF,

VS.

DEBBIE WILLING,

DEFENDANT.

IN THE COURT OF COMMON PLEAS
FOR THE FIFTH JUDICIAL CIRCUIT

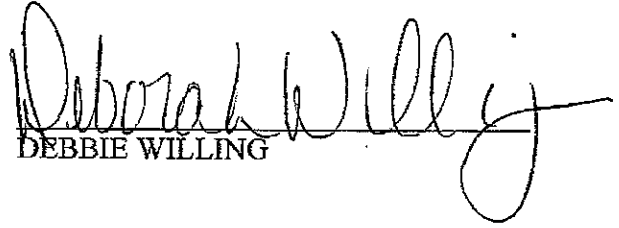
CASE NO.: 2015-CP-40-07268

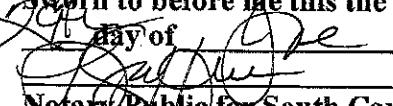
AFFIDAVIT OF DEBBIE WILLING

PERSONALLY appeared before me, the undersigned deponent, who being duly sworn and deposed, states that he/she is over the age of eighteen (18), of sound mind and capable of providing the contents of this affidavit which are based on his/her own personal knowledge:

1. I am requesting that this Court reconsider the Order dated and filed on June 21, 2021 regarding this case or that a new trial be granted.
2. Respectfully, I believe the Court erred in finding that the Plaintiff and I held property in partnership when the evidence supports that I used my personal funds consisting of my 401K and retirement to preserve and maintain the real estate located at 812 and 820 Meeting Street and the evidence supports that the Plaintiff did not share in the liabilities. I was solely liable and responsible for the tax consequences associated with the property at 812 and 820 Meeting Street.
3. Respectfully, I believe the Court erred in awarding Plaintiff legal title to 812 and 820 Meeting Street when all of the evidence in the record supports that once Plaintiff sold 812 Meeting to me and only when I subsequently purchased 820 Meeting Street for the placement of gas pumps did the property begin to realize its value. Plaintiff did not incur any financial liabilities connected with the properties and took no action to further the investments.
4. Respectfully, I believe the Court erred in finding that ordering a sale of 812 and 820 Meeting Street is inequitable. I believe this Court should consider additional testimony to determine whether an equitable sale can be held. An award of 812 and 820 Meeting Street to Plaintiff when Plaintiff did not even purchase 820 Meeting Street result in an inequitable finding toward me.
5. Respectfully, when the Court determined that the Plaintiff and I held property in partnership, the Order fails to address a complete winding up of the affairs of the partnership to include division of liabilities connected with 812 and 820 Meeting Street.

6. Respectfully, the Court erred in dividing proceeds from the sale of the rights to Jimmy's Citgo, litigation proceeds, and the account balance.


DEBBIE WILLING

Sworn to before me this the
12 day of Dec, 2021

Notary Public for South Carolina
My Commission Expires: 3/16/2024

State of South Carolina)
County of Richland)

In The Court of Common Pleas
Fifth Judicial Circuit
2015-CP-40-7268

Jimmy Helms,)
Plaintiff,)
vs.)
Debbie Willing,)
Defendant.)
_____)

Transcript of Record

July 13, 14, 2020
Columbia, South Carolina

B E F O R E:

The Honorable L. Casey Manning, Judge

A P P E A R A N C E S:

S. Jahue Moore, Esquire
Attorney for the Plaintiff

Lakesha W. Jeffries, Esquire
Attorney for the Defendant

Elizabeth B. Harris, CVR-M-CM
Circuit Court Reporter

I N D E X

<u>Witness/Description</u>	<u>Page No.</u>

MONDAY, JULY 13, 2020

Plaintiff's Case in Chief

Deborah R. Willing

Direct Examination by Mr. Moore. 26

James O. Helms

Direct Examination by Mr. Moore. 111

Cross-examination by Ms. Jeffries. 162

TUESDAY, JULY 14, 2020

James Helms

Cross-examination by Ms. Jeffries Resumes. 229

Wendy Burnett

Direct Examination by Mr. Moore. 238

Cross-examination by Ms. Jeffries. 242

John M. Knotts, Jr.

Direct Examination by Mr. Moore. 247

Cross-examination by Ms. Jeffries. 251

Betty B. Knotts

Direct Examination by Mr. Moore. 253

Betty B. Knotts

Cross-examination by Ms. Jeffries. 256

Christa H. Wilks

Direct Examination by Mr. Moore. 258

Cross-examination by Ms. Jeffries. 262

Patel Viral

Direct Examination by Mr. Moore. 269

Cross-examination by Ms. Jeffries. 275

Examination by the Court 277

Redirect Examination by Mr. Moore. 278

Michael Wilks

Direct Examination by Mr. Moore. 279

Cross-examination by Ms. Jeffries. 282

Kaden Helms

Direct Examination by Mr. Moore. 285

Cross-examination by Ms. Jeffries. 288

End of Plaintiff's Case in Chief

Defendant's Case

Deborah R. Willing

Direct Examination by Ms. Jeffries 290

Cross-examination by Mr. Moore 316

Redirect Examination by Ms. Jeffries 326

Certificate Page. 333

E X H I B I T S

No.	Description	I.D.	Ev.
P-1	Photograph		12
P-2	Photograph		12
P-3	Photograph		12
P-4	Photograph		12
P-5	E*TRADE Financial Document		12
P-6	Summons and Complaint		12
P-7	Letter		12
P-8	Letter		12
P-9	Letter		12
P-10	Statement from AT&T		13
D-1	Real Estate Title		13
D-2	Real Estate Title		13
D-3	Real Estate Title		13
D-4	Real Estate Title		13
D-5	Real Estate Title		13
D-6	Real Estate Title		13
D-7	Real Estate Title		13
D-8	Real Estate Title		13
D-9	Mortgage		13
D-10	Satisfaction of Mortgage		13
D-11	Mortgage		13

	No.	Description	I.D.	Ev.
1				
2	D-12	Satisfaction of Mortgage		13
3	D-13	Real Estate Title		13
4	D-14	Agreement		312
5				
6				
7	C-1	Transcript		13
8	C-2	Transcript		13
9	C-3	Promissory Note		266
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				

1 MONDAY, JULY 13, 2020

2 THE COURT: Welcome, Everybody. I think I have
3 everything. I mentioned to you the exhibits a little bit a
4 moment ago.

5 Did you get everybody's names, Elizabeth?

6 COURT REPORTER: I did, yes, sir.

7 THE COURT: Are we ready?

8 MR. MOORE: Yes, sir.

9 MS. JEFFRIES: We're ready to start. I just wanted to
10 make sure. You mentioned before we went on the record that
11 you had counsel's exhibits. I just want to confirm that
12 you also have the defendant's exhibits.

13 THE COURT: You have to speak into the microphone. I
14 couldn't hear you.

15 MS. JEFFRIES: Certainly. You mentioned before we
16 went on the record that you had counsel's exhibits, but I
17 didn't hear you say that you had the defendant's exhibits.
18 I just wanted ---

19 THE COURT: I have what was in the file. You have
20 some exhibits?

21 MS. JEFFRIES: I do, Your Honor.

22 THE COURT: Let me see them.

23 Mr. Moore, you've seen them already, haven't you?

24 MR. MOORE: I have and I have no objection to any of
25 them.

1 THE COURT: All right. That's fine. Pass them up to
2 the clerk. I have Mr. Moore's 1 through 9 or whatever it
3 was. I'll double check. I think it's 1 through 9?

4 MR. MOORE: I think so, Your Honor.

5 THE COURT: Did you email -- did you e-file these?

6 MS. JEFFRIES: They were e-filed.

7 THE COURT: That's okay. That's okay.

8 MS. JEFFRIES: They were e-filed twice. My secretary
9 had to put a note on it for the clerk's office as well.

10 MS. JEFFERSON: You said you sent it to the clerk's
11 office?

12 MS. JEFFRIES: No, no, no. She e-filed it. She had
13 to e-file it twice; the second time, she had to put a note
14 on it for the clerk's office.

15 THE COURT: There's not going to be any harm or foul
16 to everybody.

17 MS. JEFFRIES: Okay.

18 THE COURT: You can pass them up. I'm not going to
19 make a decision before we get started. It will be at the
20 end of everything. You want to mark them for the record?

21 MS. JEFFRIES: However you want to do it.

22 THE COURT: Yeah, we'll mark them.

23 And, Mr. Moore, you've already seen these, haven't
24 you?

25 MR. MOORE: I have. I have.

1 THE COURT: Show, show your exhibits to Mr. Moore one
2 time before we actually mark them. Let him double check.

3 MR. MOORE: Your Honor, I have. If I take a look at
4 them -- I got them, I think, yesterday.

5 MS. JEFFRIES: No, you got them before. These are the
6 titles.

7 MR. MOORE: I have -- but I have no objection to them.

8 THE COURT: All right. That's all right.

9 MR. MOORE: These are fine, Your Honor.

10 THE COURT: Let's all remember this is nonjury, and
11 even if you object and you're totally right, I still have
12 to accept it as a proffer. Anyway, so we'll be relaxed and
13 do the best we can.

14 You're Jimmy Helms. Is that correct?

15 MR. HELMS: Yes, sir.

16 THE COURT: And you're Debbie Willing?

17 MS. WILLING: Yes, sir.

18 THE COURT: All right. Well, nice to meet both of
19 you.

20 MR. MOORE: Your Honor, I actually have Exhibits 1
21 through 10. If -- my suggestion would be that we stipulate
22 all these exhibits into evidence right now.

23 THE COURT: That's fine with me. And like I was
24 saying earlier, we'll mark all of yours, all of yours. If
25 there's any objection, I'll note it for the record, and

1 even if you're right in your objection, it still could be
2 proffered anyway. So, I've got to look at them one way or
3 the other. It doesn't matter. Y'all go ahead and mark
4 them.

5 (A PAUSE.)

6 THE COURT: Just for the record, I would inform
7 everybody -- I don't always do this -- but Elizabeth
8 Harris, some of you know that's Greg Harris's sister.

9 You don't mind my telling people that, do you?

10 COURT REPORTER: No, sir.

11 THE COURT: So if you have something bad to say about
12 Greg Harris, don't say it so she can hear you.

13 (A PAUSE.)

14 THE COURT: While she's marking them, just
15 parenthetically, I read something somewhere. Was there an
16 action filed in family court?

17 MS. JEFFRIES: There was an action filed in family
18 court.

19 THE COURT: What happened to that action? I'm just
20 curious.

21 MS. JEFFRIES: It got administratively dismissed in
22 December of 2016.

23 THE COURT: I hate to be pesty or testy, but I can't
24 understand anything with your mask on.

25 MS. JEFFRIES: It got administratively dismissed.

1 THE COURT: Administratively dismissed.

2 Go ahead, Mr. Moore.

3 MR. MOORE: Basically what happened was we filed it in
4 family court and in circuit court in an effort to try to
5 determine whether ---

6 THE COURT: A common-law marriage existed. Was that
7 it?

8 MR. MOORE: Yes, sir. When they, when they filed
9 saying they denied it, we then allowed it to
10 administratively die so we could try the matter in circuit
11 court.

12 MS. JEFFRIES: And, and that's correct, Your Honor,
13 but I, I do have some concerns because -- well, we'll get
14 to that in the motion for summary judgement. But if there
15 is -- the argument is we were common-law husband and wife,
16 I think that needs to get adjudicated in family court
17 because family court would be the court of exclusive
18 jurisdiction over whether or not there was a marriage. If
19 there was a marriage, what are the assets of this marriage
20 and how is it going to be equitably apportioned, so.

21 THE COURT: Well, currently there's no matter pending
22 in family court affecting this hearing here today.

23 MS. JEFFRIES: It's not. No. No, Your Honor.

24 THE COURT: Okay. All right. What happens later on,
25 we'll worry about crossing that bridge when we come to it.

1 Right now, I have jurisdiction. Everybody agrees. We're
2 ready to proceed?

3 MR. MOORE: Yes, sir.

4 THE COURT: Fair enough. Okay.

5 (A PAUSE.)

6 MS. JEFFRIES: Your Honor, I do have the original copy
7 of ---

8 THE COURT: Of whose deposition?

9 MS. JEFFRIES: Of the plaintiff's deposition.

10 THE COURT: If you'll hand it up, I'll open it now.
11 Any objection? Y'all have it anyway.

12 MR. MOORE: None.

13 THE COURT: Anything else y'all want to submit?

14 MR. MOORE: I guess we would like to submit the
15 deposition of the defendant.

16 THE COURT: All right. That's fine, number 2.

17 (A PAUSE.)

18 (PHOTOGRAPHS MARKED INDIVIDUALLY INTO EVIDENCE AS
19 PLAINTIFF'S EXHIBIT NUMBERS 1, 2, 3, 4.)

20 (E*TRADE FINANCIAL DOCUMENT MARKED INTO EVIDENCE AS
21 PLAINTIFF'S EXHIBIT NUMBER 5.)

22 (SUMMONS AND COMPLAINT MARKED INTO EVIDENCE AS
23 PLAINTIFF'S EXHIBIT NUMBER 6.)

24 (LETTERS MARKED INDIVIDUALLY INTO EVIDENCE AS
25 PLAINTIFF'S EXHIBIT NUMBERS 7, 8, 9.)

1 (AT&T STATEMENT MARKED INTO EVIDENCE AS PLAINTIFF'S
2 EXHIBIT NUMBER 10.)

3 (REAL ESTATE TITLES MARKED INDIVIDUALLY INTO EVIDENCE
4 AS DEFENDANT'S EXHIBIT NUMBERS 1, 2, 3, 4, 5, 7, 8, 9.)

5 (MORTGAGE MARKED INTO EVIDENCE AS DEFENDANT'S EXHIBIT
6 NUMBER 10.)

7 (SATISFACTION OF MORTGAGE MARKED INTO EVIDENCE AS
8 DEFENDANT'S EXHIBIT NUMBER 11.)

9 (MORTGAGE MARKED INTO EVIDENCE AS DEFENDANT'S EXHIBIT
10 NUMBER 12.)

11 (REAL ESTATE TITLE MARKED INTO EVIDENCE AS DEFENDANT'S
12 EXHIBIT NUMBER 13.)

13 (TRANSCRIPT OF J. HELMS MARKED INTO EVIDENCE AS
14 COURT'S EXHIBIT NUMBER 1.)

15 (TRANSCRIPT OF D. WILLING MARKED INTO EVIDENCE AS
16 COURT'S EXHIBIT NUMBER 2.)

17 COURT REPORTER: Judge, I have Defendant's 1 through
18 13.

19 THE COURT: All right. You said Defendant's 1 through
20 13?

21 COURT REPORTER: 1 through 13 and Plaintiff's 1
22 through 10.

23 THE COURT: All right.

24 COURT REPORTER: Is that correct, Mr. Moore?

25 MR. MOORE: Yes, ma'am, you're correct.

1 COURT REPORTER: Thank you.

2 Is that correct, Ms. Jeffries?

3 MS. JEFFRIES: That could be correct.

4 THE COURT: Plaintiff's 1 through 13 is correct?

5 MS. JEFFRIES: Defendant's 1 through 13.

6 THE COURT: I'm sorry, Defendant's 1 through 13 is
7 correct, and we have some more, 1 through 10 for the
8 plaintiff?

9 COURT REPORTER: Yes, sir, 1 through 10 for the
10 plaintiff.

11 THE COURT: So that covers it?

12 COURT REPORTER: Yes, sir.

13 THE COURT: All right. We're all on the same page.

14 Is everybody ready? I think, Ms. Jeffries, you have a
15 motion for summary judgement that you want me to hear now.
16 Is that correct?

17 MS. JEFFRIES: That's correct, Your Honor.

18 MR. MOORE: May I ask one question of the court?

19 THE COURT: Yes, sir.

20 MR. MOORE: I have an 11:00 hearing with Judge Hood.
21 I thought that his office had been notified that I was in
22 trial this morning. Could I ask maybe the judge's law
23 clerk ---

24 THE COURT: Stop. I'm going to do it right now.

25 MR. MOORE: Thank you.

1 THE COURT: What do you have with Judge Hood? He has
2 motions?

3 MR. MOORE: Motions, that's all.

4 THE COURT: I'll take care of it.

5 MR. MOORE: Thank you.

6 (A PAUSE.)

7 THE COURT: Is everybody ready now?

8 MS. JEFFRIES: Ready, Your Honor.

9 THE COURT: Ms. Jeffries, you may proceed.

10 MS. JEFFRIES: May it please the court? Your Honor, I
11 represent Debbie Willing in this action. We're moving for
12 summary judgment on the issues of breach of fiduciary duty,
13 the grounds of business partnership. We've moving for
14 summary judgment on the issue of breach of trust, and we're
15 moving for summary judgment on the issue of conversion.

16 THE COURT: All right, let's see. Partnership ---

17 MS. JEFFRIES: All of the ---

18 THE COURT: --- that's on page 6, and you said breach
19 of trust?

20 MS. JEFFRIES: Breach of trust, breach of fiduciary
21 duty.

22 THE COURT: And conversion?

23 MS. JEFFRIES: And conversion.

24 THE COURT: I have it. I have it. I have it.

25 MS. JEFFRIES: Yeah. Your Honor, we believe that the

1 evidence in this case shows that there is no genuine issue
2 of material fact, particularly on the issue of partnership.

3 The test to establish whether a partnership exists,
4 Your Honor, is whether these folks have shared in profits
5 or losses, whether there's a community interest in the
6 property, whether there's community interest in the
7 management and control of that property.

8 Your Honor, first, when we took the plaintiff's
9 deposition in this case -- and we provided Your Honor with
10 a copy of that transcript -- the plaintiff's testimony
11 throughout has been I was a good husband to Debbie. I am
12 entitled to half of everything because I was married to
13 Debbie; we held ourselves out to be husband and wife. I
14 was a good husband. I'm entitled to it.

15 Your Honor, then the plaintiff also says I didn't
16 intend for Debbie to hold this property. I acknowledge, as
17 the plaintiff is testifying in his deposition, that I'm
18 involved in activity that's illegal and ---

19 THE COURT: That's illegal?

20 MS. JEFFRIES: That's what he says.

21 THE COURT: All right. Go ahead.

22 MS. JEFFRIES: That's what he says. My client
23 disagrees with -- particularly the one transfer of property
24 that we'll get to which is 812 Meeting Street.

25 There is no partnership. My client controlled the

1 management of this business; she was solely responsible for
2 the operations financially. She bore the tax liabilities,
3 was subject to an audit as a result of returns associated
4 with a parcel located at 812 Meeting Street.

5 Throughout their relationship -- and they were
6 together for thirteen years. These folks had been married
7 to other people before. They had been divorced from other
8 people.

9 THE COURT: But not during the thirteen years.

10 MS. JEFFRIES: Obviously not during the thirteen
11 years, but during -- in the beginning of the thirteen
12 years, my ---

13 THE COURT: They both had been previously married.

14 MS. JEFFRIES: Right.

15 THE COURT: A lot of us fall in that category.

16 MS. JEFFRIES: And Ms., and Ms. Willing had -- was
17 still married when their relationship began.

18 THE COURT: And she got divorced after they began?

19 MS. JEFFRIES: She got divorced after.

20 THE COURT: All right.

21 MS. JEFFRIES: All right. Your Honor, my client
22 purchased property located at -- well, first she owned
23 property at 1904 Osceola. She purchased property at 820
24 Meeting Street. She purchased property at 809 Shull
25 Street. She purchased property ---

1 THE COURT: 804 Shull Street, 812 Meeting Street, and
2 820 Meeting Street. Is that correct?

3 MS. JEFFRIES: I believe it's 809 Shull Street.

4 THE COURT: Well, it says 804 in your brief.

5 MS. JEFFRIES: Okay. It's, it's 809.

6 THE COURT: That's fine.

7 MS. JEFFRIES: That's a scrivener error, and 1900 and
8 820 Meeting Street. Plaintiff purchased property at 1905
9 Osceola. There is also a lot that my client purchased
10 during their relationship, lot 12 in Harbour Watch. Lot 12
11 has been sold; 1905 has been sold. Your Honor, my client's
12 position is she purchased the property for herself as
13 rental investments.

14 THE COURT: This is during their relationship? This
15 is during their relationship?

16 MS. JEFFRIES: This is during their relationship.

17 THE COURT: Okay.

18 MS. JEFFRIES: She paid for the property herself. She
19 managed the properties herself. There was no contribution
20 from the plaintiff as it relates to the property at issue.

21 And her position, Your Honor, is on the issue of
22 conversion, there is no conversion of the properties
23 because she is the lawful owner of record of the
24 properties, and she purchased the properties with her own
25 money, not with the plaintiff's money.

1 On the issue of partnership, there is no partnership
2 because they did not share profits or losses. There was no
3 commingling of interest, and the plaintiff's theory on a
4 fiduciary responsibility flows from the establishment of
5 these folks holding themselves out to have a business
6 partnership. My client denies that there is a business
7 partnership. If there is no partnership, there is no
8 fiduciary responsibility.

9 THE COURT: Does the plaintiff agree with her denial?

10 MS. JEFFRIES: He, he ---

11 THE COURT: He disagrees?

12 MS. JEFFRIES: He disagrees, Your Honor.

13 THE COURT: Okay. That's fine.

14 MS. JEFFRIES: He disagrees but we've not received any
15 evidence to show otherwise.

16 THE COURT: All right.

17 MS. JEFFRIES: And so we're moving for a dismissal on
18 those bases.

19 THE COURT: All right.

20 MS. JEFFRIES: On the issue of trust, Your Honor,
21 these folks were in a very rocky relationship. There was
22 no special confidence or any special level of trust that
23 would be reposed and set with my client, and so she's
24 moving for a dismissal, Your Honor, or moving for summary
25 judgment on the issue of any sort of constructive trust or

1 resulting trust or express trust. Those factors are not
2 met in this case. And so we'd ask that the -- that she be
3 granted summary judgement.

4 THE COURT: All right.

5 MS. JEFFRIES: All right.

6 THE COURT: Thank you, ma'am.

7 Mr. Moore, I think Shakespeare said the course of true
8 love never runs smooth.

9 MR. MOORE: Absolutely.

10 THE COURT: I was once married a long time. Go ahead.

11 MR. MOORE: Your Honor, we have filed extensive
12 motions -- returns to the motion setting forth the issues
13 of law. What you basically have, according to the
14 testimony, counsel says there's no, there's no proof of any
15 of this. If you read Ms. Willing's deposition, she
16 acknowledges most of this. They lived together for
17 thirteen years. They shared expenses. They shared assets.
18 They commingled their money. They had the property that
19 they're talking about on Meeting Street. The bills came in
20 Jimmy's name. The name of the company, the name of the
21 location is Jimmy's Citgo. They held joint bank accounts.
22 They commingled their money, and they worked side by side
23 together for thirteen years sharing everything.

24 Mr. Helms contributed to the education of her
25 children; he contributed to purchasing cars for her

1 children. He let her live at his home for a significant
2 period of time. He invested \$80,000 of his cash money into
3 her home with the construction of a swimming pool and
4 basically doubling the size of the home. The convenience
5 store actually belonged to Jimmy before they ever took up
6 with each other. They lived together for thirteen years.

7 Your Honor, we've handed up significant cases dealing
8 with constructive trust, equitable trust. We haven't
9 mentioned the *quantum meruit*, *quantum meruit* concepts in
10 regard to avoiding unjust enrichment, equitable trust,
11 resulting trusts, partnership. They basically had
12 everything they held together. The actual naked title in a
13 partnership arrangement matters not.

14 This lady, Your Honor, has had the benefit. They,
15 they open -- they had \$180,000 worth of joint money they
16 put in a CD, in two CDs. She's had some \$4,000 a month
17 from rent out of the convenience store for the last four
18 years. No accounting whatsoever.

19 What's interesting, the house that she's talking about
20 she sold out on the lake, the lot was something Jimmy got
21 in his divorce situation. So, Jimmy winds up with a lot at
22 Harbour Watch. It winds up being put in the defendant's
23 name. She apparently now has sold it. It's interesting.
24 In her testimony, she testified the lot had zero value,
25 which of course a lake lot has value.

1 It's incredibly hard to understand how they can claim
2 that there's not some sort of trust relationship when
3 everything the man has ever owned was placed in the
4 defendant's name and she was basically managing it.

5 Mr. Helms was in the video poker business. That was
6 -- this was during the time when we did not know whether
7 they were legal or illegal. In order to make sure that he
8 could protect himself as best he could, he put his assets
9 in his fiancée, live-in girlfriend, wife's name. He -- it
10 was his position that they -- he thought they were pretty
11 much married, but she says they're not, and he's willing to
12 say for the purpose of the action okay.

13 They worked together side by side, intermingled money,
14 commingled the money, had joint bank accounts, joint
15 billings. There certainly are facts here which would tend
16 one to believe that they were basically in partnership
17 together with, in effect, everything.

18 THE COURT: All right. Let me help both of you out.
19 I was asked to hear this case by Judge Lee. Motion for
20 summary judgment I'll respect deny. I think there are
21 issues of fact. It goes both ways.

22 Now, what my job is today is to hear everything from
23 both sides. I'll sort through it and at the end, hopefully
24 I'll be able to make a decision that's fair to both of you.

25 But before I get to that point, and I've raised this

1 with the lawyers involved, I see exhibits 1 through 10 that
2 list some property. I see in here both list some property,
3 but I have no -- I've got to sit as the trier of fact as
4 well as law, and I have no idea what's the value of these
5 properties. I've mentioned this to both lawyers, Ms.
6 Jeffries and Mr. Moore. At some point in time, I'm going
7 to have to appoint an appraiser to come back and report
8 back to me: Judge Manning, this is what I think the
9 different properties are worth. And then I might get to
10 the point of being able to make some intelligent decision
11 about who gets what, how do you split the baby and a
12 watermelon, that sort of thing. But I've got to hear it
13 all and I will hear it all, and I'll be as fair as I can to
14 both sides involved.

15 Now, having said that, I hope you're ready to start.
16 I'm going to take a short break, get something else to
17 drink.

18 Your first witness is going to be Mr. Helms or?

19 MR. MOORE: Ms. Willing.

20 THE COURT: Ms. Willing, okay. We're all ready. I'll
21 take a short break, and then we'll come back and get
22 started, okay? Is that fair enough?

23 MR. MOORE: Thank you, Your Honor.

24 THE COURT: All right. Thank you all.

25 (OFF THE RECORD.)

1 THE COURT: Yes, sir. Is everybody ready?

2 MR. MOORE: Yes, sir, Your Honor. May it please Your
3 Honor? We've talked with the court reporter. We think it
4 might be easier if the lawyers stay seated with the
5 microphones. Would that be okay?

6 THE COURT: Yeah, that's fine. Yeah, yeah. You need
7 to stay near the microphones. That way the court reporter
8 can clearly hear you.

9 So, Ms. Willing, will you come around, please, ma'am?

10 MR. MOORE: All right, Your Honor, we are calling her
11 as an adverse witness under the rule.

12 MS. JEFFRIES: Your Honor, I think she has to be
13 proved to be an adverse witness.

14 THE COURT: No. I think the rules say if you call the
15 other side. I'm going to allow it. Of course she's an
16 adverse witness. I mean, we can argue about that later on.
17 He has the right to lead her and everything else. Go
18 ahead.

19 MS. JEFFRIES: This is -- are we on the record now?

20 THE COURT: Yeah, yeah. We're always on the record.

21 MS. JEFFRIES: I just wasn't sure, but just for the
22 record, I object to counsel leading Ms. Willing, Ms.
23 Willing on the basis that ---

24 THE COURT: Your objection is noted.

25 MS. JEFFRIES: And he has not proven that she is a

1 hostile witness.

2 THE COURT: Your objection is noted. Under the rules,
3 she can be called as an adverse.

4 Are you calling her as an adverse?

5 MR. MOORE: Adverse, yes, sir.

6 THE COURT: That makes sense. Go ahead.

7 And your objection is noted.

8 MS. JEFFRIES: Thank you.

9 THE COURT: All right.

10 CLERK OF COURT: State your full name, please.

11 WITNESS: Deborah Willing.

12 DEBORAH R. WILLING, BEING DULY
13 SWORN, TESTIFIES AS FOLLOWS:

14 CLERK OF COURT: Thank you. You can have a seat right
15 up there.

16 COURT REPORTER: Judge, may the witness take her mask
17 off?

18 THE COURT: I'm afraid you're going to have to, Ms.
19 Willing, and we don't want to expose you to anything that
20 you shouldn't be.

21 Do we wipe off the microphone to be on the safe side?
22 We'll do everything we can, but the court reporter is not
23 going to be able to fully understand and record you with
24 the mask on. I can tell you that's been my experience so
25 far. All right, that will be good.

1 MR. MOORE: May it please Your Honor?

2 THE COURT: Yes, sir.

3 DIRECT EXAMINATION BY MR. MOORE:

4 Q. You are Deborah Willing. Is that correct?

5 A. Yes, I am.

6 Q. Ms. Willing, my understanding is that you and Jimmy
7 Helms were never married by way of a ceremonial wedding,
8 correct?

9 A. Yes, sir.

10 Q. And it's your position that you and he never were
11 married under the common law, correct?

12 A. Yes, sir.

13 Q. How old are you?

14 A. I'm sixty-four.

15 Q. And in 2003, how old would you have been?

16 A. 2003?

17 Q. Yes, ma'am.

18 MS. JEFFRIES: Your Honor, I can hardly hear.

19 THE COURT: We'll try to adjust the microphone.

20 WITNESS: I can't even figure it out. I'm just -- I'm
21 nervous.

22 THE COURT: Is that better?

23 BY MR. MOORE:

24 A. I was born in 1955, okay?

25 Q. Well, in approximately 2003 or thereabouts, did you

1 and Jimmy Helms move in with each other?

2 A. In December of 2003.

3 Q. And you lived together until when?

4 A. Until two thousand -- some time in 2014 we split up or
5 '15. I can't -- I have a hard time remembering. That was
6 a long time ago.

7 Q. That means that you lived together for approximately
8 eleven years?

9 A. Yes, sir.

10 Q. Now, you have two children. Is that correct?

11 A. Yes, sir.

12 Q. In 2003, how old would they have been?

13 A. I think my daughter was sixteen; I think my son was
14 nineteen.

15 Q. And in 2003 when you moved in, your children moved in,
16 too, correct?

17 A. Yes.

18 Q. And the home that you moved into belonged to Jimmy
19 Helms. Is that right?

20 A. It does. It was in his name.

21 Q. How did you meet Jimmy Helms?

22 A. We lived in the same neighborhood on the lake, and
23 everybody got together once a month.

24 Q. What was the name of that neighborhood?

25 A. Lake Village.

1 Q. And were you married when you met him?

2 A. Yes. He was married, too.

3 Q. Did both of you have an affair? Did y'all have an
4 affair with each other?

5 A. No, sir.

6 Q. You basically started having sex with him after you
7 got divorced?

8 A. I was legally separated in October of 2003.

9 Q. Well, ma'am, were you legally married?

10 A. Yes.

11 Q. So, you were having sex with him while married?

12 A. Yes.

13 Q. And he was having sex with you while married, correct?

14 A. I don't know.

15 Q. Now, isn't it true that Jimmy helped pay for some of
16 your children's education?

17 A. No, sir.

18 Q. Where did your daughter go to school?

19 A. She went to Midlands Tech and she went to USC, and she
20 had a B average and the lottery paid her education.

21 Q. Now, what kind of education do you have?

22 A. I have some college.

23 Q. Do you have a college degree?

24 A. No, sir.

25 Q. And before you met Jimmy, what kind of work were you

1 doing?

2 A. I was working for a company in Massachusetts
3 negotiating contracts for their phone systems.

4 Q. You were negotiating contracts for phone systems. You
5 were, in effect, selling service, weren't you?

6 A. No. I was negotiating contracts for that company's
7 phone service. Like MCI, Bell South, I would go to them
8 and try to make a deal to try to get a cheaper price.

9 Q. All right. Now, the house that you moved into in 2003
10 with Jimmy and moved your children into, whose name was it
11 titled in?

12 A. Jimmy's name.

13 Q. And it was approximately a 5,000 square-foot home on
14 Lake Murray, correct?

15 A. Yes, sir.

16 Q. It was a very nice home, correct?

17 A. Yes, sir.

18 Q. How long did you and your children live there with
19 Jimmy?

20 A. I think that the summer of 2004, he was having a hard
21 time making the payments, he told me. So, I helped make,
22 like, four, four or five of the payments, and I told him
23 maybe we should just make it a vacation rental.

24 Q. How long did you and Jimmy live in that home?

25 A. Through December until April of the next year.

1 Q. And like you say, you contributed some of the money
2 for the payments for that house?

3 A. Yes, sir.

4 Q. How many payments did you make?

5 A. It was four or five. I can't recall, but I, I have
6 copies.

7 Q. Did, did you get a note where Jimmy owed you the
8 money?

9 A. No, sir.

10 Q. Now, you're a businessperson ---

11 A. I had a ---

12 Q. --- right?

13 A. --- check. I had a check and I had loan on it.

14 Q. So, you actually loaned him the money?

15 A. Uh-huh.

16 Q. Is that yes?

17 A. Yes, sir.

18 Q. When did he pay you back?

19 A. Never did.

20 Q. What were the terms of the repayment of that loan?

21 A. He, he was just supposed to pay me back. I didn't
22 have the terms. I put loan on there. I guess I could have
23 taken him to small claims court.

24 Q. But you continued to live with him?

25 A. I continued to live with him.

1 Q. You never paid him any rent while you and your
2 children were living in that house, did you?

3 A. I made mortgage payments, his.

4 Q. Well, you paid it for four months, but you lived there
5 for how long?

6 A. I lived there from December, December...

7 THE COURT: How many total years was she there?

8 Q. How many total years were you there?

9 A. I was only there five months. We left the lake house.

10 Q. Now, let's look at your assets when you moved in, all
11 right?

12 A. Yeah.

13 Q. Let's talk about what you actually owned in December
14 of 2003 when you moved in with Jimmy.

15 A. Okay.

16 Q. Correct?

17 A. Yes, sir.

18 Q. You did not own a convenience store when you moved in
19 then, did you?

20 A. No, sir.

21 Q. Was the convenience store in business when you moved
22 in?

23 A. Yes, sir.

24 Q. Do you know who owned the convenience store when you
25 moved in?

1 A. That I'm not sure of.

2 Q. That convenience store was known as Jimmy's Citgo,
3 wasn't it?

4 A. No, sir. It was named Alice's Food and Beverage.

5 Q. I see. Well, one thing's for certain. It was not
6 yours, correct?

7 A. No, sir.

8 Q. And the actual convenience store was located where?

9 A. 812 Meeting Street, West Columbia.

10 Q. How much cash money did you pay to acquire 812 Meeting
11 Street?

12 A. I took over the loan for \$115,000. I went to the bank
13 and got a loan.

14 Q. How much cash money did you pay to acquire the actual
15 ---

16 A. I put ---

17 Q. --- real estate?

18 A. --- \$20,000 in the bank account because the checks
19 were bouncing. Everything was ---

20 Q. How, how much money did you pay to actually acquire
21 the real estate?

22 A. So, it'd be 115 plus 20,000.

23 Q. Who did you pay that money to?

24 A. I paid the loan off.

25 Q. No, ma'am. Who did you pay the money ---

1 A. Al Landers. That was who had the note.

2 Q. Who?

3 A. Al Landers.

4 Q. So, you paid Al Landers?

5 A. My bank did. I went and had to get a note.

6 Q. I see. Well, one thing is for certain. When you
7 moved in with Jimmy, you didn't own Jimmy's Texaco, did
8 you?

9 A. It wasn't a Texaco.

10 Q. All right.

11 A. But no, sir.

12 Q. Or Jimmy's Citgo. I'm sorry.

13 A. It wasn't a Citgo either.

14 Q. You didn't own 812 Meeting Street?

15 A. No, sir.

16 Q. Who actually owns the -- who is the -- the 812 Meeting
17 Street is titled in whose name now?

18 A. My name.

19 Q. Your name or the name of an LLC?

20 A. I think it's Deborah R. Willing, but the LLC was sold
21 in 2005 when we were together.

22 Q. When was ---

23 A. I mean, 2015.

24 Q. When was the Citgo placed in your name, the real
25 estate?

1 A. The real estate I purchased?

2 Q. When was it placed in your name?

3 A. 2004 or '5. I can't recall, but I went to the bank
4 and I put the downpayment, and I got the loan.

5 Q. Now when you moved in with Jimmy, you had a new
6 Escalade, right?

7 A. Yes, sir.

8 Q. Was it paid for?

9 A. Yes, sir.

10 Q. And you had a house on -- you owned a house, right?

11 A. Half interest on the lake.

12 Q. You owned a half interest on the lake?

13 A. Yes. I wasn't divorced yet. We hadn't split the
14 assets.

15 Q. I see, and that house ultimately got sold?

16 A. No, sir. He bought me out; my ex-husband bought me
17 out.

18 Q. Right. It got sold. Your interest got sold.

19 A. Yes.

20 Q. And you wound up with approximately \$90,000 out of
21 that?

22 A. We had a lake lot, too, and he bought me out of that.
23 He bought me out of the Lexus and that's how -- and we, we
24 did it ourselves without lawyers. We just had the lawyer
25 there to sign the papers.

1 Q. He, when he bought you out, your ex-husband, you wound
2 up with \$90,000 in cash, right?

3 A. As I recall, yes. I, I had money before that.

4 Q. And you had that \$90,000 when you moved in with Jimmy?

5 A. No. My ex-husband had given me part of that. Like
6 the lake lot, he gave me that money. He gave me the money
7 towards the Lexus, but we hadn't, we hadn't gotten divorced
8 yet. It was very amicable.

9 Q. Well, ma'am, do you have your deposition there in
10 front of you?

11 A. No, sir.

12 Q. I believe it's, I believe it's...

13 (A PAUSE.)

14 Q. Let's look at page 30, line 16.

15 THE COURT: Page 3, line 16, Mr. Moore?

16 MR. MOORE: I'm sorry, page 30, Your Honor.

17 THE COURT: 30, line 16.

18 BY MR. MOORE:

19 Q. Are you there?

20 A. Yes.

21 Q. I'm going to read you the question. Just ask you to
22 read back what you swore to in your deposition.

23 THE COURT: And you're doing the questions. Is that
24 correct, Mr. Moore?

25 MR. MOORE: Yes.

1 THE COURT: All right. Go ahead.

2 BY MR. MOORE:

3 Q. Line 16.

4 A. Uh-huh.

5 Q. I said: The store there on Meeting Street, was it
6 operational before you moved in to live with
7 Jimmy?

8 Your answer?

9 A. I guess it was.

10 Q. What was the name of it?

11 A. I don't know.

12 I said Jimmy's, but I was wrong because when I looked
13 at my ---

14 Q. No, ma'am. I just want you to read what you said,
15 okay?

16 A. Okay. Sorry.

17 Q. I said: What was the name of it?

18 Meaning the store, and you said?

19 A. Jimmy's.

20 Q. I said: When, when you met Jimmy. And you said what?

21 A. I had 90,000 ---

22 Q. No. You said you uh-uh, right?

23 A. Yes.

24 Q. What assets did you have?

25 And your answer was?

1 A. I had 90,000 in the bank.

2 Q. Keep reading.

3 A. I had a new Escalade. I had a house in Columbia,
4 and I owed 9,000 on the house at 1904 Osceola
5 Street that I got from my ex-husband.
6 Everything else was paid for.

7 Q. Whoa, whoa, whoa, whoa. Just read. Don't, don't,
8 don't expound. Just read.

9 A. And I believe when you all moved in, where did
10 you live.

11 Q. No, ma'am. You said: I had a house in Columbia, and I
12 only owed 9,000 on the house. Everything else
13 was paid for.

14 Right?

15 A. Right.

16 Q. So, what you told me in the deposition was you didn't
17 know the name of the convenience store when you moved in
18 with Jimmy, right?

19 A. I, I, I was mistaken here.

20 Q. And you said that what you had when you moved in with
21 Jimmy was a house in Columbia?

22 A. I did.

23 Q. \$90,000 and an Escalade, right?

24 A. Uh-huh.

25 Q. Is that yes?

1 A. Yes.

2 Q. Now, that testimony is different from what you just
3 testified to, isn't it?

4 A. You got to -- my ex ---

5 Q. My question is is it ---

6 A. Yes.

7 Q. --- different?

8 A. Yes. yes.

9 Q. All right. Now, would you please explain to the
10 judge. Were you telling the truth then, or are you telling
11 the truth now?

12 A. I'm telling the truth now.

13 Q. All right. Well, then why did you say something
14 different than ---

15 A. I ---

16 Q. --- the truth in your deposition?

17 A. I am trying to recall everything that happened fifteen
18 years ago, longer than that, and my ex-husband and I split
19 everything. I mean, he paid me money before the divorce
20 was even finalized.

21 Q. Well, did you have \$90,000 in cash when you moved in
22 with Jimmy?

23 A. I had it in a bank account.

24 Q. All right. So, the answer would be yes?

25 A. Yes.

1 Q. Right, and you had a new Escalade?

2 A. Yes.

3 Q. And you owned a house in Columbia that you only owed
4 \$9,000?

5 A. Yes, sir.

6 THE COURT: Let me stop you. Where was the house you
7 owned in Columbia, what address?

8 WITNESS: 1904.

9 BY MR. MOORE:

10 Q. It's 1904 Osceola Street, right?

11 A. Yes.

12 Q. And that's in the Shandon area, isn't it, or ---

13 A. No, no.

14 Q. --- Rosewood?

15 A. It's in Rosewood.

16 Q. Rosewood.

17 A. It's across from Shandon. It's in the other side.

18 Q. All right. Now, the house that you owned at 1905
19 Osceola Street, do you still own that home?

20 A. Yes.

21 Q. What is it worth?

22 A. It's probably worth about 70,000.

23 Q. How much do you owe on it?

24 A. I owe 33,000.

25 MS. JEFFRIES: Your Honor, just for the record,

1 counsel asked her about 1905.

2 THE COURT: And I think the address was 1904.

3 MR. MOORE: I apologize.

4 THE COURT: That's all right, but he did say '05. I'm
5 sure he meant '04. Let's back up and clear it up, make
6 sure.

7 BY MR. MOORE:

8 Q. The 1904 house, 1904 Osceola, what is it worth?

9 A. It's worth -- I just had it appraised. It's worth
10 about 150,000.

11 THE COURT: 150,000?

12 A. I just remortgaged it to pay some bills.

13 Q. How much did you borrow on it?

14 A. I just borrowed 130,000.

15 Q. Before you borrowed on it, what did you owe?

16 A. I owed -- this is the third time I've remortgaged it.
17 I owed 90, 98, I think.

18 Q. Where were you working when you met Jimmy?

19 A. I was working for R.H. McKnight out of Massachusetts,
20 and I was doing my ex-husband's books.

21 Q. Where were you working when you moved in with him?

22 A. I kept both jobs.

23 Q. And you say you kept both jobs?

24 A. Uh-huh.

25 Q. When you say both jobs, what was the other job?

1 A. I worked remotely, so I could do it whenever I wanted.
2 That was when I negotiated the contracts for their ---

3 Q. Right. You kept the job in Massachusetts?

4 A. Uh-huh.

5 Q. Right?

6 A. Yeah.

7 Q. We're talking about both jobs. The other job was
8 doing what?

9 A. Working for my ex-husband, doing his books.

10 Q. Right. Now, after you moved in until you separated
11 from Jimmy, what jobs did you have?

12 A. I had R.H. McKnight. I had them until 2006, and I had
13 worked for Scott, my ex-husband, til 2018.

14 Q. And did you also work at a store called Jimmy's Citgo?

15 A. If you want to call that, yes.

16 Q. Ma'am, I'm not wanting to call it anything.

17 A. I don't know what ---

18 Q. I'm just asking ---

19 A. I don't know what to say.

20 Q. Wait, wait. I'm, I'm not going to argue with you.

21 A. I'm not.

22 Q. I just want to know. Did you work at a store called
23 Jimmy's Citgo?

24 A. I purchased a store called Jimmy's Citgo.

25 Q. I didn't ---

1 THE COURT: Stop. He's asked you a question. Did you
2 work there or not? Yes or no.

3 WITNESS: I don't know. Does that mean do I -- yes, I
4 guess.

5 THE COURT: Okay. All right. She worked there.

6 MR. MOORE: Thank you, Your Honor.

7 BY MR. MOORE:

8 Q. Now, do you acknowledge that Jimmy Helms trusted you?

9 A. Yes.

10 Q. Ma'am?

11 A. Yes.

12 Q. And y'all lived together?

13 A. Yes.

14 Q. You took trips together?

15 A. Yes.

16 Q. Jimmy worked also at Jimmy's Texaco?

17 A. Yes.

18 Q. Tell me some of the trips that y'all took together.

19 A. We went on a cruise, and I think we went, we went to
20 Florida.

21 Q. I believe that you have testified that you're a lot
22 smarter than Jimmy, right?

23 A. I'm not -- I don't know because I don't know how smart
24 he is.

25 Q. Well, let's take a look at page 23 of your deposition,

1 line 7. The question was -- are you there yet?

2 A. Uh-uh.

3 Q. It's page 23.

4 A. I got it.

5 Q. You just testified you don't know how smart he was or
6 if you were smarter than he was. Let's see what you said
7 under oath: Did he ever impose or give you trust?

8 Did he ever express trust in you?

9 Now, please just read what you said.

10 A. I don't know. I mean, I think that he trusted me
11 because I was smarter than him, but.

12 Q. Did you ever -- so, you consider yourself smarter
13 than him?

14 And you say?

15 A. I say: Uh-huh.

16 Q. I say: Is that yes? And your answer?

17 A. Yes.

18 Q. Now, under oath in your deposition, you testified he
19 trusted you because you're smarter than he is, right?

20 A. That's not ---

21 Q. That's what you said, right?

22 A. I guess. That's what I said, but that's not what I
23 meant, but.

24 Q. Well, if that's not what you meant, what did you mean
25 when you said you're smarter than he is?

1 A. He did everything illegal and I don't. That's why I
2 thought I was smarter than him because he was paying people
3 cash, and I was not going to go into business with illegal
4 stuff going on.

5 Q. Well, when I asked you, so you consider yourself
6 smarter than him and you said yes, that's what you meant?

7 A. Yes.

8 Q. I see. Well, do you still consider yourself smarter
9 than him?

10 A. I'm not sure, I haven't talked to him about in five
11 years or -- I mean, three years, two years. I don't know.

12 Q. Well, let's assume that his level of acuity has
13 remained constant.

14 A. Yes.

15 Q. Would you still consider yourself smarter than him?

16 A. Yes.

17 COURT REPORTER: Into the microphone, please.

18 WITNESS: Sorry.

19 Q. Why did you break up?

20 A. He walked, he walked out on me, like, five times, and
21 then the people across the street -- he owned the house
22 across the street, and the kids he was renting to, they
23 moved out. So, he moved over there and that's how it
24 happened, but it was -- been rocky for years.

25 Q. You say he walked out on you. Did y'all drink a lot?

1 A. No. He did. I didn't.

2 Q. You didn't have an alcohol problem?

3 A. No, sir.

4 Q. He did, but he had an alcohol problem?

5 A. He has a lot of addiction problems.

6 Q. Right. He also had -- at one point in time was
7 addicted to prescription pain medication, wasn't he?

8 A. And was addicted to heroin.

9 Q. I see, and you were -- but you lived with him for how
10 many years?

11 A. I tried to help him.

12 Q. You lived with him how many years?

13 A. Eleven years.

14 Q. You still mad at him for walking out on you?

15 A. No, sir.

16 Q. All right. Now at one point in time, you and he had
17 an E*TRADE account that was in both names, right?

18 A. Sir, he opened that account himself. I did not
19 contribute any money.

20 Q. Is that what I asked you?

21 A. Yes, he did. We did.

22 Q. I didn't ask you who opened the account, did I?

23 A. No.

24 Q. I asked you did you and he at one time have a E*TRADE
25 account in your joint names?

1 A. Yes. There was \$300 in it.

2 THE COURT: How much?

3 WITNESS: 300.

4 THE COURT: All right.

5 WITNESS: If I recall right.

6 BY MR. MOORE: Ma'am, here's an E*TRADE account. I believe

7 ---

8 THE COURT: The exhibit number, Mr. Moore?

9 MR. MOORE: I'm sorry, Your Honor. This is

10 Plaintiff's Exhibit 5.

11 THE COURT: Number 5. Ask her the usual. Ask her
12 does she recognize it.

13 BY MR. MOORE:

14 Q. You, you do recognize this as the -- some of the bank
15 statements from the E*TRADE account, right?

16 (A PAUSE.)

17 A. I see them now. I've never seen them before, though.

18 Q. Yes, ma'am, and whose name is that account in?

19 A. James O. Helms and Deborah Willing, Deborah R.
20 Willing.

21 Q. And it also had JTWROS on it, correct?

22 A. Yes.

23 Q. Do -- you know what that is, don't you?

24 A. No, I don't.

25 Q. You don't know that's a joint tenancy with right of

1 survivorship?

2 A. No.

3 Q. Well, one thing is for certain. You and Jimmy had
4 money in joint names in a commercial account, correct?

5 A. Is that a commercial account?

6 Q. Well, in a banking account.

7 A. I didn't put any money in here, and I didn't open
8 that. I'm sorry.

9 Q. I didn't ask you that. One thing was for certain.
10 Y'all had a joint account, didn't you?

11 A. Yes.

12 Q. All right. Now, we know the holdings that you had
13 when you met Jimmy: \$90,000 cash, a rental house, owed
14 \$9,000, and a car. Let's talk about what's in your name
15 now, okay? You live at 1904 Osceola, right?

16 A. Yes, sir.

17 Q. And you borrowed money against that on a number of
18 occasions?

19 A. Uh-huh.

20 Q. Is that a yes?

21 A. Yes.

22 Q. Now, Jimmy sold his home at the lake, correct?

23 A. Yes.

24 Q. That house was located on a street called Lakeshore,
25 right?

1 A. Yes.

2 Q. What subdivision was that in?

3 A. Lake Village.

4 Q. And after the house on Lakeshore was sold, you and
5 Jimmy and the children moved into the house at 1904
6 Osceola, right?

7 A. We moved in way before that.

8 Q. Well.

9 A. The house didn't sell until 2009.

10 Q. Sure. After you left the house on Lakeshore, you
11 moved into your house on Osceola, correct?

12 A. Yes.

13 Q. Now, Jimmy got cash when he sold his house, didn't he?

14 A. Yes.

15 Q. Do you know how much cash he got?

16 A. I think -- I recall that he might have said 35,000,
17 but I'm not sure.

18 Q. And do you know that he put cash money into your
19 rental house?

20 A. Yes, I do.

21 Q. How much cash money did he put into your rental house?

22 A. It wasn't a rental house then. It was my home. He

23 ---

24 Q. How much money did he ---

25 A. I'm, I'm ---

1 Q. --- put in it?

2 A. --- not positive. He won a football pool, and that's
3 where he came up with the money. He had his three kids
4 every other weekend, and we wanted a pool.

5 THE COURT: I'm sorry. Slow down just bit, please.

6 WITNESS: Sorry.

7 BY MR. MOORE:

8 Q. He won a football pool of \$40,000, didn't he?

9 A. I'm not sure how much it was.

10 Q. And he put that into your house, didn't he?

11 A. I don't know how much he paid for the pool. He wanted
12 the pool for his kids. My kids were grown.

13 Q. And he put money from the sale of his house into your
14 house?

15 A. It was -- no. It was from the football pool. I know
16 that for a fact.

17 Q. Well, did he -- but you have no idea how much money of
18 his he put into your home?

19 A. I have no idea.

20 Q. And since you don't know, you could not deny that it
21 was \$80,000 he invested in your home?

22 A. My home's not even worth 80. I mean, the amount of
23 money I owed on it, I don't know. I guess if you give me
24 something that showed me, I would agree with you.

25 Q. Ma'am, since you don't know how much he put in, you

1 couldn't deny that he ---

2 A. He ---

3 Q. --- put in 80,000.

4 A. He never paid one bill in the house.

5 Q. I didn't ask you that. I'm talking about what money
6 of his went into your ---

7 A. I don't know.

8 Q. --- home.

9 A. I guess I'll have to have my lawyer ask him.

10 Q. Well.

11 A. I don't know.

12 Q. So, the only person we know that would know would be
13 Jimmy, right?

14 A. You could say that.

15 Q. Well, would that be the truth?

16 A. If I saw something, bills and what he did. I don't
17 trust him.

18 Q. Did Jimmy pay for a swimming pool at your house?

19 A. Yes.

20 Q. Who built the pool?

21 A. I don't know the name of the guy. I can't remember.

22 Q. How about describe for me what Jimmy did to help
23 remodel your home. Just tell me what all he paid for.

24 A. Somebody owed him money because he was booking. So,
25 he owned a carpet place and he couldn't pay Jimmy. So, he

1 put hardwood floors in the living room in the house. I put
2 the addition on, and he paid for the cabinets, and he got
3 the pool.

4 Q. How big is your swimming pool?

5 A. Exactly what he wanted, 20 by 40.

6 Q. That's a large pool, isn't it?

7 A. Yes.

8 Q. Is it gunite or is it vinyl?

9 A. It's vinyl.

10 Q. And who did he pay to put in the swimming pool?

11 A. I don't recall the man's name.

12 Q. Now the hardwood floors, was that put throughout your
13 home?

14 A. There was already hardwood floors in it, so -- and the
15 living room was done, the kitchen was done. It was -- it's
16 a small house. It's a 800 square-foot house. The -- all
17 the bedrooms I put laminate in.

18 Q. And I believe your testimony was you have no idea how
19 much that 20 by 40 pool cost, right?

20 A. I'm not positive.

21 Q. You'd have to ask Jimmy that, right?

22 A. Yes.

23 Q. But you still have that swimming pool that he paid
24 for?

25 A. Yes.

1 Q. And you still have the cabinets that he paid for?

2 A. Yes.

3 Q. And you still have the hardwood floors that he paid
4 for?

5 A. Yes.

6 Q. Did the improvements he made, made -- the cabinets,
7 the hardwood floors, the swimming pool -- did it increase
8 the value of your home?

9 A. Actually, it messed my home up because I had a -- I
10 had my house and the lot behind it, and then I had a lot to
11 the left of it. And what happened is when they put the
12 pool in, they put it over the lot line to the extra lot.

13 Q. How long did you and Jimmy live in the house where he
14 put in the pool and the cabinets and the hardwood floors?

15 A. 2004 until 2014, sometime in there. I'm not positive.

16 Q. Did you, did you ever file a gift tax return for the
17 money he put into your home?

18 A. No, sir.

19 Q. Why not?

20 A. Didn't know I was supposed to.

21 Q. Well, is it your position that he put that money in,
22 that much money into your house just as a gift?

23 A. He wanted the swimming pool for his children.

24 Q. Well, yes, ma'am, but he didn't even have a lease
25 there, did he?

1 A. No.

2 Q. He didn't have written equitable interest in the house
3 at all, did he?

4 A. No, sir.

5 Q. Well, what guarantee was it that he would be able to
6 make use of the pool for his children?

7 A. I guess he shouldn't have done it.

8 Q. Well, but he did do it, didn't he, and I want to know
9 from you. Was it just intended to you as a gift?

10 A. I don't know. I don't know. I don't know what he was
11 thinking.

12 Q. You do know what he was thinking because you just
13 testified: he had an expectancy that he would be able to
14 use that pool and that house for his children. That's what
15 you testified to.

16 A. I said he put the pool in for his children.

17 Q. Right.

18 A. To keep them busy while they're there every other
19 weekend.

20 Q. And he had an expectancy they would be there and would
21 be at that house, correct?

22 A. Yes, sir.

23 Q. And he wasn't paying any rent, was he?

24 A. No, sir.

25 Q. Well, now, you don't have any idea what would give him

1 such an expectancy, do you?

2 A. No, sir.

3 Q. Except for the fact that you told him you loved him,
4 right?

5 A. Yes, sir.

6 Q. And you slept with him?

7 A. Yes, sir.

8 Q. And you had a bank account together?

9 A. No, we did not.

10 Q. You had a E*TRADE account together?

11 A. That's the only account, and I did not know about it.

12 Q. So, you and he were pretty much a couple, right?

13 A. We were.

14 Q. You say he walked out on you several times. You were
15 not happy when he did that, were you?

16 A. No. Who would be happy when that happens in a
17 relationship?

18 Q. Right. You had a relationship, right?

19 A. Uh-huh.

20 Q. Is that yes?

21 A. Yes.

22 Q. Explain to the judge what the relationship that you
23 and Jimmy had was.

24 A. We were boyfriend and girlfriend and we lived
25 together.

1 Q. And I would assume, then, that he, he -- when you went
2 on trips, did he pay for them?

3 A. He paid for them and I paid for them.

4 Q. Y'all basically shared the costs?

5 A. No. I either paid for a trip if I wanted to go on it
6 and I suggested it. He paid if he did.

7 Q. Now Sandy Helms, that's Jimmy's ex-wife, right?

8 A. Yes.

9 Q. Until recently, you had titled in your name a lot that
10 was in Harbour Watch, correct?

11 A. Yes, sir.

12 Q. And who did you buy that lot from?

13 A. I bought the lot from Sandy Helms. She was in a bad
14 position. I paid her a \$6,000 check, and I also gave her
15 my son's other car because she needed a car to drive the
16 kids around.

17 Q. Well, was it just a coincidence that you were doing
18 business with Jimmy's ex-wife?

19 A. She -- he -- she called him. He didn't want anything
20 to do with it. So, he said to me do you want to buy it. I
21 said yes. I thought I could turn it around, sell. I was
22 wrong. I had to pay \$3,000 every, every year in dues, and
23 I had that lot for I don't know how -- it was a loss.

24 Q. Well, Harbour Watch is a nice subdivision.

25 A. It's not on the water.

1 Q. The subdivision's on the water, isn't it?

2 A. The subdivision is, but the lot was not.

3 Q. And the subdivision provides lake access to the people
4 who have lots out there?

5 A. Yes. I could not sell it. I had it on the market for
6 probably six years.

7 Q. So, it was a lot, a building lot in a subdivision on
8 Lake Murray which had lake access?

9 A. Yes.

10 Q. And you paid a grand total of \$6,000 for it to Jimmy's
11 wife?

12 A. Yes.

13 Q. Now, did Jimmy have any right to that lot out of his
14 divorce?

15 A. He was already divorced. I have no idea.

16 Q. I see.

17 A. I don't know. I don't.

18 Q. Well, now, you wrote a check to Sandy for the \$6,000?

19 A. I did.

20 Q. Where is the check?

21 A. I did -- I don't have it, but I do have -- this case
22 has been going on for so long. I mean, it's been, what,
23 five years now and I -- he went to Vegas, left, was gone
24 for a year. So, I, I thought everything was done.

25 Q. We understand that you have the check. You understand

1 that we sent a request to produce to your lawyer for you to
2 produce all of the relevant financial documents, correct?

3 A. Yes, but then he left. Sold his house and left for a
4 year.

5 Q. Well, ma'am, if we've asked you ---

6 A. I'll call the bank if you give me a break and I'll get
7 the check.

8 Q. If you -- well, ma'am, we're here in trial after four
9 years of, of waiting. When we have asked for those
10 documents years ago, why didn't you produce them if you
11 have them?

12 A. I don't know, but I have them.

13 Q. So, you don't know why you didn't comply with the
14 rules of ---

15 A. Everything ---

16 Q. --- court?

17 A. --- went to a standstill.

18 Q. My question ---

19 A. I mean, I think that came in, and I didn't hear
20 anything. I...

21 Q. Ma'am, you testified that ---

22 A. I agree. I'm wrong. I should have them, but I don't.

23 Q. Have you finished?

24 A. Yes.

25 Q. May I ask another question?

1 THE COURT: I'm going to take a little break right
2 now.

3 MR. MOORE: Thank you, Your Honor.

4 THE COURT: You may step down. You can't talk to
5 anybody. Step down. Use the bathroom, whatever you need
6 to do, and come back in about ten minutes.

7 (OFF THE RECORD.)

8 THE COURT: All right, is everybody ready?

9 MR. MOORE: Thank you.

10 THE COURT: You may continue with your cross -- I
11 mean, direct cross adverse, Mr. Moore.

12 BY MR. MOORE:

13 Q. Ms. Willing, in 19 -- the 1904 Osceola, when Jimmy
14 finished putting in the swimming pool, how much money did
15 you owe on the house at that time?

16 A. I had already refinanced it because I needed money to
17 buy some properties. I can't, I can't recall. I could --
18 I can look at it.

19 Q. Well, let's talk about the Harbour Watch property.

20 A. Yes, sir.

21 Q. We know you paid \$6,000 for it, right?

22 A. Yes.

23 Q. But according to you, that lot was worth nothing,
24 right?

25 A. I didn't say that. I said I couldn't sell it.

1 Q. You didn't, you didn't say that. All right, let's
2 take a look at page 32, line 1, which we know you didn't
3 say it was nothing. Let's see what you said. Page 32,
4 line 1, my question: Oh, I'm sorry. The lot, the lot,
5 lot 12 of Harbour Watch, are you familiar with
6 that?

7 What did you say?

8 A. Where are you? I'm sorry.

9 Q. Page 32, line 1.

10 A. Okay.

11 Q. I'll read the question, then you read back what you
12 said, okay?

13 A. Okay.

14 Q. I'm sorry. The lot, the lot, lot 12 of Harbour
15 Watch, are you familiar with that?

16 A. Yes.

17 Q. Was that put into your name?

18 A. Yes.

19 Q. Keep reading.

20 A. Yes. I purchased it from Sandy Helms.

21 Q. Your -- how much did you pay Sandy for it?

22 A. 6,000 out of my own checking account.

23 Q. How much was the lot worth?

24 A. Let's see, the dues and everything are about
25 3,000 a year. So, I've had it for about thirteen

1 years. So, it's absolutely worth nothing.

2 Q. Keep reading.

3 A. I tried to sell it for 30. Can't move it. Tried
4 to sell it for 25. Can't move it.

5 Q. So the house, so the house is actually worth
6 nothing?

7 A. What house?

8 Q. No, you -- keep reading. I should have said the lot,
9 but go ahead.

10 A. Okay: It's -- I -- it's best for me to give it away.

11 Q. Question: All right. So, you will give it to Jimmy?

12 A. If I give it away, I would give it to him.

13 Q. Will you give it to him?

14 A. Well, will you give it to him.

15 Q. That's what I said, and your answer?

16 A. Not right now. I'm not talking about it.

17 Q. Well, ma'am, you say it's best to give it away.

18 Why wouldn't you give it to Jimmy?

19 A. I was trying to recoup my money.

20 Q. No, keep reading. Keep reading.

21 A. Well, it cost me 3,000. I've got too much into
22 it now. Think about it. 3,000 times thirteen
23 years. How much money is that? Plus 6,000.

24 Q. Well, if it's worth nothing, why are you paying
25 \$3,000 a year?

1 A. Because that's the way I am. I pay my bills.

2 Q. Now, you just a moment ago said you didn't say the lot
3 was worth nothing, but we know that for about a page and a
4 half of your deposition, you told me the lot was worth
5 nothing, right?

6 A. Uh-huh.

7 Q. Is that yes?

8 A. Yes.

9 Q. And you told me under oath in December of 2016 that
10 the Harbour Watch lot was worth nothing, right?

11 A. Yes.

12 Q. But you just told me you didn't say it was worth
13 nothing, right?

14 A. Yes. He was staying at my house when that lot was
15 sold.

16 Q. That's not what I asked you.

17 A. Well.

18 Q. You said under oath a moment ago you didn't say that,
19 but you did say that, didn't you?

20 A. I guess I did.

21 Q. Well, if you say you just sold the lot, when did you
22 sell it?

23 A. I sold it when he called me up, and he had to come
24 back because he said he had stage IV colon cancer. So, I
25 let him stay in my spare bedroom, and I sold it while he

1 was at the house trying to -- because he said he had
2 nowhere to go.

3 Q. Well, ma'am, you had not sold it in December of 2016
4 because you told me ---

5 A. No, I didn't. I sold it when he was staying at my
6 house. I don't know when that was.

7 Q. Well, you certainly hadn't sold it by December of
8 2016, correct?

9 A. I, I will look it up. I don't recall, but he was
10 there when I got the check.

11 Q. Would you be kind enough to let me finish asking the
12 question before you start talking? The court reporter
13 can't ---

14 A. Sure.

15 THE COURT: Mr. Moore, let me be the engineer.

16 MR. MOORE: Thank you, Your Honor.

17 THE COURT: All right, you have to answer his
18 question, whether it's yes or no. You'll get a chance to
19 explain, and Ms. Jefferies is your lawyer. She'll come
20 straighten some of these things out, but when you ask the
21 witness the question, you're entitled to get the answer yes
22 or no. That make sense?

23 WITNESS: Yes.

24 THE COURT: And let's be courteous and polite.

25 Thank you, Mr. Moore.

1 MR. MOORE: Thank you.

2 THE COURT: Go ahead. Try it again.

3 BY MR. MOORE:

4 Q. Ma'am, when you sold the lot that you testified was
5 worth nothing, how much money did you get for it?

6 A. 35,000 and the broker got 5,000.

7 Q. Now, you know that we had asked you for the relevant
8 documentation related to all of these business
9 transactions, right? You know that?

10 A. I do now.

11 Q. Well, why didn't you provide to me the closing
12 documents and the checks related to that lot?

13 A. I'm not sure if I had -- did -- if I get them -- if I
14 have them or not.

15 Q. Well, you know you were ---

16 A. I mean, I know I have them. I'm not sure if I gave
17 them to my attorney. I don't, I don't know.

18 Q. Well, ma'am, you know we asked for them. Do you have
19 any other understanding as to why you did not provide that
20 documentation?

21 A. I don't know that I didn't.

22 Q. Well, do you know that we weren't provided those
23 documents?

24 A. No.

25 Q. We certainly should have been provided those

1 documents, shouldn't we, because we asked for them right?

2 A. Yes. I don't know when you asked for them, though,
3 because this just happened that it was sold lately. I
4 don't know.

5 Q. Oh. It's just sold lately, correct?

6 A. It sold when he was staying at my house a year ago.

7 Q. So, Jimmy Helms was staying at your home a year ago?

8 A. He came, told me he had colon cancer and he had stage
9 IV and he had no place to go, and he took all of his money
10 to Vegas and he spent it all, and he didn't know what to
11 do, and none of his family would let him live there. So, I
12 let him live in my spare bedroom for, I think, six months.

13 Q. Well, that would've been while this lawsuit was going
14 on, right?

15 A. Yes. I thought it was over; he told me it was over.

16 Q. Now, I want to get back and talk about this location
17 at 812 Meeting Street called Jimmy's Citgo, all right?

18 A. Yes.

19 Q. When you and Jimmy first moved in together in 2013, is
20 it your testimony that he did own that business?

21 A. You said 2013.

22 Q. I'm sorry, 2003.

23 A. Oh. Is it what?

24 Q. Is it your testimony he didn't own that business?

25 A. I didn't know what -- I mean, that -- I wasn't even

1 concerned. I was working my two jobs, and I don't know.

2 Q. Do you know that in 2003, that he actually owned the
3 business known as Jimmy's Citgo?

4 A. If he did, then he did. I don't know.

5 Q. All right. So, you don't know. That's okay. You do
6 know, do you not, that some of the bills for the operation
7 of that store came addressed to Jimmy Helms, right?

8 A. There was a electric and a phone bill, and the phone
9 bill is still in his name as far as I know, even with the
10 new owners.

11 Q. And the electric bill came in his name, too, correct?

12 A. Yes.

13 Q. When did that start?

14 A. I have no idea.

15 Q. It started before you moved in, didn't it?

16 A. I guess.

17 Q. And it was going on before -- it was -- those bills
18 were coming that way before you moved in, weren't they?

19 A. I didn't go -- I didn't -- I was not at the store when
20 I moved in. So, I don't know what the bills were when they
21 came in.

22 Q. As a matter of fact, part of the exhibits we have
23 here today are those bills showing that the bills for the
24 store ---

25 A. Two bills.

1 Q. --- were addressed in Jimmy's name, right?

2 A. Okay. Yes.

3 Q. Now, would you explain to the judge why the power bill
4 and the phone bill for Jimmy's Citgo came addressed to
5 Jimmy Helms?

6 THE COURT: Mr. Moore, let me help you a little bit.
7 Observation. If you identify the exhibit those bills are
8 in for the record right now, we'll be on the same page.

9 MR. MOORE: Thank you, Your Honor.

10 THE COURT: All right. I've seen them already. I
11 can't remember if it's 4 or 5. Go ahead and identify them.
12 BY MR. MOORE:

13 Q. Ma'am, Exhibit Number 10 would appear to be the
14 monthly statements for the phone bill, would it not?

15 A. Yes.

16 Q. And Exhibit Number -- and what, what months were those
17 for?

18 A. It says 2015.

19 Q. Right.

20 A. This says new owners had it.

21 Q. And here we have a power bill dated March of 2016, at
22 least correspondence, from SCE&G and ---

23 A. Is this correspondence or a bill?

24 Q. It's actually a correspondence which indicates the
25 amounts of months that were -- service was provided. Would

1 you please look at the way that letter is addressed from
2 SCE&G?

3 A. Mr. James O. Helms doing business as Jimmy's Mini
4 Mart.

5 COURT REPORTER: Speak up, please.

6 A. It's Mr. James O. Helms doing business as Jimmy's Mini
7 Mart.

8 Q. And would you turn to the second page there and read
9 to me that correspondence?

10 THE COURT: Is this 10 or 11?

11 MR. MOORE: I'm sorry?

12 THE COURT: What exhibit?

13 MR. MOORE: Your Honor, this would be Exhibit Number
14 9.

15 THE COURT: 9. Okay. Thank you.

16 BY MR. MOORE:

17 Q. If you would turn to the second page, read to me the
18 correspondence addressed to Jimmy Helms, DBA Jimmy's Citgo.

19 A. Thank you for giving us the opportunity to serve
20 you and for your second request concerning the
21 payment history on the above-referenced account.
22 Our records show you have had service with SCE&G
23 from June 29, 2005, to May 13, 2014.

24 Q. All right. Now I believe in 2005, the property to
25 Jimmy's Citgo was titled in your name. You actually had a

1 deed to it, didn't you?

2 A. To 812 Meeting Street?

3 Q. Yes, ma'am.

4 A. I, I'm not sure. I think it was 2006.

5 Q. All right.

6 A. I think. I've been trying to study everything.

7 Q. Well, then why would Jimmy Helms have been doing
8 business as Jimmy's Citgo in 2005?

9 A. I'm pretty, I'm pretty sure you can put it in
10 anybody's name if you have a good history.

11 Q. Well, my question is not what you can do but what was
12 done. Would you explain to the court why ---

13 A. I don't know. You'll have to ask him. I, I don't
14 know why.

15 Q. Oh, we'll have to ask him?

16 A. I don't know why.

17 Q. We have to ask him, right? That's what you said,
18 right?

19 A. Yeah.

20 Q. All right. Now, 812 Meeting Street ---

21 A. Uh-huh.

22 Q. --- was a building, a small lot, and inventory, right?
23 That's what was there?

24 A. Was a block building, yes. I don't know. There was
25 no extra lot, though. You're saying the land it was on?

1 Q. Right.

2 A. Yes, sir.

3 Q. Where did you get the inventory at Jimmy's Citgo?

4 A. I don't understand the question.

5 Q. Where did you buy the inventory?

6 A. I bought it from suppliers.

7 Q. Well, when you took over the business ---

8 A. Uh-huh.

9 Q. --- was there inventory there?

10 A. Very little.

11 Q. Was there inventory there?

12 A. Yes.

13 Q. Who did you get that inventory from?

14 A. I guess when I put \$20,000 in the bank account.

15 Q. Do you know the answer to that question?

16 A. No. Hard to explain.

17 Q. You say it's hard to explain?

18 A. Well, there's a lot more than just yes or no. So,
19 I'll just say -- I'm just going to answer you yes or no.
20 Okay.

21 Q. Well, when you say ---

22 A. Or I don't know.

23 Q. When you say it's hard to explain, what's hard to
24 explain?

25 A. There's just a lot more to this story than just yes

1 and no. I don't know what to say. I don't -- I can't
2 understand that either. I, I'm done. I don't know what to
3 say.

4 Q. When you say there's a lot more to this story than yes
5 or no, what story are you referring to?

6 A. The convenience store was in dire straights. It was
7 the lottery, getting ready to lose the lottery license, and
8 it was bouncing checks all over in the bank account. I
9 mean, it was just going down the tubes. He owed too many
10 suppliers and it was just a mess. That's when he said -- I
11 said, well, I'll buy it from you, but I'm not going to go
12 in there and buy it unless, unless you give it to me
13 because I didn't like the way he was doing business. He
14 was paying people cash for checks. He was paying people
15 out of machine money, and I ---

16 Q. He ---

17 A. --- don't operate that way.

18 Q. He who?

19 A. Jimmy Helms.

20 Q. Oh. You bought it from Jimmy Helms?

21 A. No. I said I took over. I went to the bank and got a
22 loan. He owed 115,000 on it. I bought the loan for 82.5.
23 The bank said it wasn't worth more than that. I paid more
24 for that lot.

25 Q. Well, we're going to talk about the lot next door in a

1 moment, but I'm talking -- I'm wondering about who was
2 operating the store before you got it, and then you talk
3 about he. Jimmy Helms bouncing checks, Jimmy Helms paying
4 people in cash?

5 A. I assumed that it was Jimmy Helms. I don't know who
6 was on the store. I didn't know who owned the store, so I
7 assumed it.

8 Q. You assumed it? What?

9 A. That he was running the store and it was going down
10 the tubes. I didn't under -- didn't know anything at the
11 time. I hadn't even been with him that long.

12 Q. Well, did you assume he owned the store?

13 A. No.

14 Q. Well.

15 A. I didn't know. I couldn't assume any -- I didn't
16 know.

17 Q. Well, why was it upsetting you that he was writing
18 checks and bouncing checks and paying cash?

19 A. He asked me to come in and fix it, and I said
20 absolutely not. He already owed me five months of payments
21 to his mortgage. He never paid me back.

22 Q. Well, well, ma'am, if he was paying the employees in
23 cash ---

24 A. It ---

25 Q. --- and he was paying supplies in cash ---

1 A. Yeah.

2 Q. --- why is that you didn't assume he owned the store?

3 A. I didn't really know what was going on. He just
4 wanted me to go in and look at everything and, and get it
5 straight, and I said no.

6 Q. Well, y'all were living ---

7 A. And then when I did go in and look at it, I, I guess
8 -- I mean, there's just too much corruption going on.

9 Q. Well, you were living together at the time, right?

10 A. We didn't discuss businesses. I had two jobs. He was
11 being a bookie. He was also I don't know where. He was
12 running around with machines all over town. I don't know.
13 I mean, we didn't go into detail. I didn't know anything
14 about what bets he was making or how much he spent. I
15 mean, it wasn't -- we didn't go through that.

16 Q. Well.

17 A. We were happy. You know, we'd go on the boat or
18 something, so that wasn't discussed.

19 Q. Y'all were living together at the time, right?

20 A. Yes. Not very long.

21 Q. And you put \$20,000 in a bank account?

22 A. South Trust bank account, Alice's Food and Beverage.

23 Q. What did you get for the \$20,000?

24 A. He brought me a promissory note that said that Christa
25 Wilks and Michael Helms were the owners and I -- he brought

1 it to me signed and said here. And then I signed it and
2 put the money in the bank because that way I knew I could
3 get my money back.

4 Q. Well, Christa and Michael would have been his
5 children, right?

6 A. Yes.

7 Q. So at some point, he brought you a promissory note
8 signed by his two children?

9 A. Yes.

10 Q. Did you ever get a bill of sale to the store?

11 A. No. I had the promissory note.

12 Q. Well, have you ever gotten a bill of sale to the
13 store?

14 A. No.

15 Q. Well, ma'am, if you didn't get a bill of sale to the
16 store, how do you claim it was yours?

17 A. Because I bought it.

18 Q. Well, you didn't buy it. What you got was ---

19 A. It ---

20 Q. --- a note.

21 A. It was my goodwill. It was my bank. It was my
22 credit. I did -- I went to the bank and I put it on a
23 loan, and I put my -- everything of mine on the line.

24 Q. Well, do you know who you claim to have bought the
25 store from?

1 A. The business I guess was, was Christa and Mike Helms
2 because the promissory note was never paid back. He came
3 to me with that. He was -- he wanted me to help.

4 Q. Yet you loaned, you loaned, according to you, a note
5 for \$20,000 to his two children, right?

6 A. Yes.

7 Q. Did anybody ever give you a bill of sale ---

8 A. I thought ---

9 Q. --- for the inventory ---

10 A. No.

11 Q. --- for this?

12 A. I thought a promissory note was good. I didn't -- no.
13 It was -- the lawyer went and drew it up. So, I have no
14 idea.

15 Q. And you've never furnished us with a copy of that
16 promissory note, have you?

17 A. I have it.

18 Q. You have it, but you've never furnished it to us.

19 A. I guess you don't have it, but there is a document.

20 Q. Well, why, ma'am, if we'd asked for it in discovery,
21 didn't you give it to us?

22 A. I'm not sure.

23 Q. Now, are you telling me that you never received any
24 type of transfer documents wherein Jimmy's Texaco was
25 transferred to you?

1 A. It's not a Texaco and there was no ---

2 Q. I meant Citgo.

3 A. There's no gas there at the time. There was no Citgo.
4 It was just a convenience store. No. I do have a thing
5 from -- where -- the closing where he signed it over to me
6 if I took over the note.

7 Q. Where who signed the note?

8 A. Jimmy had the loan with Al Landers.

9 Q. Oh, Jimmy had the loan on what with Al Landers?

10 A. For the land.

11 Q. Well, you told me Jimmy didn't own the land.

12 A. No. I was talking about the convenience store. The
13 convenience store ended up being in Christa Wilks's and
14 Michael Helms's name.

15 Q. Well, did Jimmy ever own the convenience store?

16 A. Not that I know of now that I found out after because
17 it was Christa Wilks, it was Michael Helms, it was somebody
18 else. But he did have a loan on the land, and he signed it
19 over and I took over a 115,000 note.

20 Q. Before it was put in your name ---

21 A. Yeah.

22 Q. --- was it in the name of Jimmy's children?

23 A. I don't know. I -- it -- according to the documents,
24 it was not. It was in Jimmy's name.

25 Q. What was in Jimmy's name? The land?

1 A. No. The loan he got from Al Landers. He hadn't
2 bought the -- he hadn't got the -- paid off, so nothing was
3 his, but he was paying the note.

4 Q. You did not get a bill of sale for the inventory. I
5 understand that. Did you ever get a deed to the land?

6 A. I have one now.

7 Q. Who did you get it from?

8 A. I don't, I don't understand what you're saying. I
9 already said it three time -- I mean, I said that, that he
10 had a loan with Al Landers.

11 Q. Who did you ---

12 A. Jimmy Helms.

13 Q. Who did you get your land from, the 812 Meeting
14 Street?

15 A. Jimmy Helms.

16 Q. So, Jimmy Helms is the one that put -- wait a minute.
17 Don't answer. Jimmy Helms gave you a deed to 812 Meeting
18 Street, correct?

19 A. I, I don't understand because I had to go to the bank
20 and get a loan to pay Al Landers off. So, I don't know if
21 anybody ever gives a deed. I think the bank did a deed
22 when I did that. I, I don't know.

23 Q. And the deed, that deed would have come from Jimmy
24 Helms?

25 A. There was something at the law office that they wrote

1 up because -- I don't know why, but they wrote it up. I
2 had the bank do that. So, I guess if the deed was in his
3 name, I don't know.

4 Q. The transaction would have been handled by the Harrell
5 Law Firm, correct?

6 A. That sounds familiar.

7 Q. Now, is there an LLC that ever operated that
8 convenience store?

9 A. L&D Enterprises.

10 Q. I'm just asking, ma'am.

11 A. Yes.

12 Q. All right. Did you ever own an interest in L&D
13 Enterprises?

14 A. When I didn't get paid back the promissory note, L&D
15 Enterprises would have been mine, and I got audited, and I
16 think it was in 2007. They went back three years and they
17 deemed that I was the sole owner of L&D Enterprises.

18 Q. Ma'am, I want to know simply this. Do you claim that
19 you ever were an owner of L&D Enterprises?

20 A. Yes.

21 Q. Do you have any document anywhere that actually
22 conveyed L&D Enterprises to you?

23 A. No, sir.

24 Q. What document created your ownership interest in L&D
25 Enterprises?

1 A. I only have my tax returns. I thought the promissory
2 note would cover that.

3 Q. Did you form L&D Enterprises?

4 A. No.

5 Q. Do you know who actually did form ---

6 A. No, sir.

7 Q. --- L&D? Do you have any transfer documents where you
8 were transferred the ownership interest of L&D Enterprises?

9 A. Well, the secretary of state has it.

10 Q. Who was the L and who was the D?

11 A. I, I don't know.

12 Q. Were those not the names of Jimmy's children?

13 A. He had three children.

14 Q. But weren't those names of two of his children?

15 A. He had Michael Helms, Kaden Helms, and Logan Helms.

16 Q. Right. Logan and -- Logan was his daughter?

17 A. He had a daughter named Logan.

18 Q. Now, was there another LLC formed at any time?

19 A. Not that I know of.

20 Q. All right. Did you ever pay any money to get the
21 ownership of L&D Enterprises, actually pay for the entity
22 itself?

23 A. The only thing I did was put 20,000 in the bank
24 account.

25 Q. Who owned L&D Enterprises before you?

1 A. I have no idea.

2 Q. Who did you get L&D Enterprises from?

3 A. I don't know.

4 Q. What did L&D Enterprises own?

5 A. I don't think -- I don't know. Convenience store. I
6 don't know.

7 Q. You don't know?

8 A. Uh-uh. I can't recall. I mean, I...

9 Q. Did L&D Enterprises sell anything to Mr. Patel?

10 A. Yeah. L&D Enterprises is on there, but the, the -- it
11 was all to Deborah Willing. I have the papers. My lawyer
12 does. I just brought them to her today.

13 Q. Yes, ma'am. Today is the first day we've seen those,
14 right?

15 A. I'm not sure.

16 Q. Well to your knowledge, has anybody produced those
17 before today?

18 A. I've always had them, so.

19 Q. I know you've had them, but did you give them ---

20 A. I don't know. I'm not -- I, I'm not sure.

21 Q. You haven't given them to us before today as far as
22 you know, right?

23 A. I don't.

24 Q. Okay. Did Jimmy ever have any interest in L&D
25 Enterprises?

1 A. I don't know.

2 Q. Now the building, 812 Meeting Street -- not the lot
3 next door, just the building, the building where the
4 convenience store was located.

5 A. Uh-huh.

6 Q. What is it worth?

7 A. I do not know because the business was sold. So, I
8 don't know what the building's worth.

9 Q. When you say the business was sold, what happened is
10 the business and the inventory were sold, but the ownership
11 of the actual real estate remained, right?

12 A. Yes.

13 Q. And the business was sold to Mr. Patel for \$150,000
14 right?

15 A. If I recall, but I'd have to look at my papers.

16 Q. Actually, he -- you did some owner financing of about
17 \$25,000, right?

18 A. I'd have to look at my paperwork, but yes. I don't
19 know.

20 Q. That means there was \$125,000 paid by Mr. Patel.

21 A. Uh-huh.

22 Q. At closing. When did Mr. Patel pay \$125,000 for the
23 inventory and goodwill of that business?

24 A. He only paid -- he didn't pay for the inventory. That
25 was financed. He brought \$100,000 or 108,000, I can't

1 recall, to the closing.

2 Q. Where did that closing take place?

3 A. An attorney's office.

4 Q. When did that closing take place?

5 A. I know they took it over May 14th, but I'm not sure.
6 I'd have to look at my papers.

7 Q. May 14th of what year?

8 A. 2014.

9 Q. All right. Now May of 2014, a check was written by
10 Mr. Patel for \$108,000. Where did the cash money go?

11 A. It went into my bank account.

12 Q. Right. That \$108,000 went into your bank account. It
13 actually went into a certificate of deposit.

14 A. No. No, sir.

15 Q. All right. So, that \$108,000 came from Mr. Patel and
16 you put it in your bank account, right?

17 A. Yes.

18 Q. What bank?

19 A. Wachovia.

20 Q. Now, ma'am, we've asked for the banking records. As
21 of today, has anybody ever produced to us the banking
22 records to show what happened to that \$108,000 you got from
23 the sale of the business?

24 A. I'm not sure.

25 Q. Have you ever given them to your lawyer?

1 A. I, I can't recall, but all of it went to bills.

2 Q. You know we asked for the records to show what
3 happened to the \$108,000, right? You know that?

4 A. Well, it was a long time ago, and he told me the case
5 was over.

6 Q. You understood we'd asked for ---

7 A. You, you ---

8 Q. --- the records ---

9 A. You did ask for them, I understand. He told me the
10 case was over when he said he had cancer and came to stay
11 at the house.

12 Q. And you were asked for those records long before he
13 said he had cancer. I want to know why, if you knew you
14 were supposed to turn them over, that you never turned over
15 the documents to show what happened to the \$108,000.

16 A. I should have turned them over, but you guys have
17 never turned over anything to us.

18 Q. Well, do you not know that we have provided you with
19 answers to discovery?

20 A. Answers, but you've no -- you've not turned over
21 anything else.

22 Q. You've been given copies of the documents ---

23 A. Just now.

24 Q. --- and records and, ma'am, you had all the records.
25 They were in ---

1 A. No, sir.

2 Q. --- your control.

3 A. No, sir. I packed everything up. He took it.

4 Q. Right. Well, one thing's for certain. Your bank
5 records and your bank account that you put the \$108,000,
6 you have those records, didn't you?

7 A. I could get them. I don't get paper statements, but I
8 could.

9 Q. And those were under your control, right?

10 A. Yes.

11 Q. Now, tell me again the explanation when you knew they
12 were supposed to be turned over and you didn't do it.
13 Would you explain why you didn't do it?

14 A. I have no explanation.

15 Q. It's certainly something you should have done,
16 correct?

17 A. I, I -- yes, I should.

18 Q. Because there is no way to account for what happened
19 to that money until we can determine what you did with it,
20 right?

21 A. Yes.

22 Q. Now, ma'am, you have previously claimed that you
23 didn't know the name of the store before you moved in with
24 Jimmy, right?

25 A. I knew the name of the store, but I messed up on the

1 deposition. I just, I made a mistake but I have, I have
2 papers that show it's Alice's Food and Beverage.

3 Q. Let's take a look at what you actually said about this
4 mistake you made. Look at page 30 of your deposition where
5 we talk about this mistake.

6 A. Yes.

7 Q. We're going to read a couple of pages. So, I'm going
8 to read the question. You read the answer, okay?

9 A. Okay.

10 Q. The store there on Meeting Street, was it
11 operational before you moved in to live with
12 Jimmy?

13 Answer.

14 A. I guess it was.

15 Q. What was the name of it?

16 A. I don't know. Jimmy's.

17 Q. When, when you met Jimmy.

18 A. Uh-huh.

19 Q. What assets did you have?

20 Then we go through your assets.

21 MS. JEFFRIES: Your Honor, objection. Asked and
22 answered. We've already gone through this line of
23 questioning as far as the 90,000 in the bank, the Escalade,
24 the house in Columbia.

25 WITNESS: We did.

1 MS. JEFFRIES: He already asked her about this.

2 THE COURT: Your objection is overruled.

3 You may continue.

4 MS. JEFFRIES: Thank you.

5 BY MR. MOORE:

6 Q. Now, look at page 38, line 13.

7 A. Yes.

8 Q. You basically said at line -- well, actually my
9 question was at line 10: No. At the party shop or at the

10 -- I'm sorry, the -- what was the place on
11 Meeting Street called, 812 Meeting?

12 You said what?

13 A. Jimmy's Mini Mart.

14 Q. All right. Now, let's go back to page 45, line 14.

15 I'm sorry, line 15: Who was Jimmy? And your answer?

16 A. Says: That was Jimmy.

17 Q. Keep reading.

18 A. I didn't want my name, I didn't want my name on
19 the building.

20 Q. Well, but why would you put Jimmy's name on it?

21 A. I, I couldn't have named it so-and-so, I know.

22 Q. I said: I know. And then you say?

23 A. You know, it was a name like 7/11. I just --
24 that's the way I did it.

25 Q. Question: I know you could have named it so-and-so,

1 but you didn't. You named it Jimmy's Citgo.

2 And your answer?

3 A. It's just another name.

4 Q. Well, was that -- who was the Jimmy it was named
5 for?

6 A. It wasn't. It wasn't named for -- it was a name
7 for just having a guy's name on there because a
8 lot of people frequently go to convenience
9 stores, and if it said, oh, Kay's Little Spot, I
10 don't think it would sound right.

11 Q. Now page 45, so what you told me in deposition, it
12 wasn't named for Jimmy Helms, right?

13 A. No.

14 Q. You just, you just randomly, coincidentally picked the
15 name Jimmy to put on the station, right?

16 A. Yes.

17 Q. So, out of all the names in the world, it just
18 happened that you named it Jimmy's Mini Mart?

19 A. Yes.

20 Q. And the reason you put Jimmy's name on there is you
21 didn't want it in your name?

22 A. I didn't want my name on the building.

23 Q. Yeah. You said you ---

24 A. Debbie's ---

25 Q. --- didn't want it on your name.

1 A. Debbie's Mini Mart would not sound right.

2 Q. And you've told me it was named for just a random
3 Jimmy?

4 A. There was another convenience store that was very
5 successful on Northeast Columbia and it was Jimmy's. So, I
6 guess in my mind I thought, you know, that might be a good
7 idea. It'll associate. Even might pick business up.

8 Q. Well, look at page 46, line 17.

9 A. Yeah.

10 Q. Jimmy's Mini Mart wasn't named for Jimmy Helms?

11 It was just for a random Jimmy?

12 And your answer.

13 A. Yes.

14 Q. Jimmy's name had nothing to do with it?

15 A. No.

16 Q. You just picked that name out of the air, out of the
17 air?

18 A. Yes.

19 Q. It's just coincidental that it's the same name of the
20 man you're living with, right?

21 A. It's a coincidence.

22 Q. How did you decide on Jimmy's?

23 A. Just a random name.

24 Q. But Jimmy Helms did work there, right?

25 A. Yes.

1 Q. And you worked there?

2 A. Yes.

3 Q. Tell me what all Jimmy did there.

4 A. He had a lot of -- he would go in and talk to the
5 customers and he, he ran his machines. He would run the
6 register sometimes.

7 Q. Did he order?

8 A. No. I did all the ordering.

9 Q. Did he stock?

10 A. I did all the stocking.

11 Q. Now, there's a lot next door known as 820 Meeting
12 Street, right?

13 A. It was a lot and a office building that I purchased.

14 Q. Right, and that lot was purchased to put gasoline
15 pumps on, right?

16 A. No, sir.

17 Q. Well, let me ask you this. I asked you what the
18 building at 812 Meeting Street is worth, and you said you
19 don't know. What is the land at 820 Meeting Street worth?

20 A. With the office space, I paid 82.5. She wanted 100,
21 and I went to the bank and they wouldn't give me the loan.

22 Q. What's it worth now?

23 A. I have no idea. I have not, have not had it
24 appraised.

25 Q. What it has on it now is a canopy, right?

1 A. Uh-huh.

2 Q. Is that yes?

3 A. Yes.

4 Q. It has underground storage tanks?

5 A. Yes.

6 Q. It has gasoline pumps?

7 A. Yes.

8 Q. So, you didn't buy the lot to put gasoline pumps on
9 it, but you put gasoline pumps on it?

10 A. I did after when the guy from Mansfield Oil came and
11 started talking about it. I had it rented.

12 Q. And the lot that has the gasoline pumps is used in
13 connection with the lot where the building is, right?

14 A. Yes. They're two separate lots.

15 Q. They are two separate lots but they're next door to
16 each other ---

17 A. Yes, sir.

18 Q. --- right? And as a matter of fact, the conduits run
19 from the gas pumps on one lot to the inside of the store on
20 the other lot, right?

21 A. Yes. You have to have a Veeter-Root to run gas pumps.

22 Q. For all practical purposes, the two lots are used as
23 one business, aren't they?

24 A. All's I know is I get two tax bills.

25 Q. You get two tax bills, but the two lots together are

1 used as one convenience store, correct?

2 A. I don't know the answer to that.

3 Q. Ma'am.

4 A. Why, I ---

5 Q. It's, it's a convenience store. It has a building
6 where convenience products are sold, right?

7 A. Uh-huh.

8 Q. Yes?

9 A. Yes.

10 Q. It has a paved parking lot?

11 A. Yes.

12 Q. It has a canopy?

13 A. Yes.

14 Q. It has underground storage tanks?

15 A. Yes.

16 Q. It has gasoline pumps?

17 A. Yes.

18 Q. And the gasoline pumps have conduits to where people
19 buying gasoline on one lot pay for the gasoline on the
20 other lot?

21 A. Yes.

22 Q. And you don't know if the two lots are used ---

23 A. I ---

24 Q. --- in conjunction with each other?

25 A. Well, they are now that you say used. I didn't

1 understand that question.

2 Q. Is there a mortgage on 820 Meeting Street?

3 A. No, sir.

4 Q. Is there a mortgage on 812 Meeting Street?

5 A. No, sir.

6 Q. And how much -- let me ask you this. \$200,000 was
7 expended to put underground storage tanks and a canopy and
8 the paving at 820 ---

9 A. It was 130,000, and I took out the loan.

10 Q. 200 -- I didn't ask you ---

11 A. 130,000 and that's what -- I took out the loan.

12 That's why I had to -- what -- I'm sorry, what? It was
13 130. It was not what you're saying.

14 Q. All right. You spent \$130,000 to install the
15 underground storage tanks, the canopy, and the pumps for
16 use in conjunction with Jimmy's Mini Mart, right?

17 A. Yes.

18 Q. And the actual cost of the dirt, the lot cost 80
19 some-odd thousand dollars, right?

20 A. 82.5.

21 COURT REPORTER: Speak into the microphone, please.

22 MR. MOORE: I'm sorry.

23 Q. The -- Mr. Patel gave a note for part of his purchase
24 price when he purchased the business, right?

25 A. Yes.

1 Q. When was that note given?

2 A. May of, May of 2014.

3 Q. And you and Jimmy separated when?

4 A. After that. Probably the end of 2014 or somewhere. I
5 can't recall the exact time.

6 Q. Has Mr. Patel, has he paid the note off?

7 A. He has paid the, the inventory and now he's just
8 paying rent.

9 Q. Right. He's paid the note off that was given for the
10 inventory, right?

11 A. Yes.

12 Q. And that note was for how much money?

13 A. \$1,000 a month.

14 Q. How much was the gross amount due that he financed?

15 A. He paid 3,800 a month in rent and \$1,000 for the -- I
16 don't understand what you're saying.

17 Q. He owner-financed a portion of the purchase price.

18 How much was the note ---

19 A. I don't recall.

20 Q. He paid \$1,000 a month for how many years?

21 A. For five years.

22 Q. Well.

23 A. 5 Percent interest.

24 Q. If you take \$1,000 a month for five years, that should
25 be about \$60,000 that he paid, correct?

1 A. If you say so.

2 Q. Well, wouldn't that be right? 1,000 times twelve
3 times five ---

4 A. Yeah.

5 Q. --- is 60, isn't it?

6 A. Yes.

7 Q. All right. Who got that \$60,000?

8 A. That went towards paying the mortgages.

9 Q. Well, what ---

10 A. And a new roof and a new air conditioner and upkeep.

11 Q. I just want to know. Who did he pay the money to?

12 A. To me.

13 Q. Now, you know that we've asked for the appropriate
14 documents in this case. You also have provided to us zero
15 documentation of what was done with that \$60,000, right?

16 A. Yes.

17 Q. Why did you not give us the documentation to prove
18 what happened to the \$60,000 that Mr. Patel paid over the
19 five years?

20 A. I'm not sure.

21 Q. You should've given us that, shouldn't you?

22 A. Yes.

23 Q. Because you're the person in control of the documents
24 which show what happened to the \$60,000?

25 A. Yes.

1 Q. Because you're the person who got the \$60,000, right?

2 A. Yes.

3 Q. Now, if I wanted to know what you did with the \$60,000
4 that Mr. Patel gave you for the inventory, what would I
5 look at?

6 A. I guess you'd have something to look at.

7 Q. You put it in your bank account, didn't you?

8 A. Yes.

9 Q. Now, Mr. Patel does not own the land at 812 and 820
10 Meeting Street, correct?

11 A. No, sir.

12 Q. But he pays 3,800 a month in rent?

13 A. Yes.

14 Q. Plus he pays the taxes and insurance, right?

15 A. Yes.

16 Q. Well, ma'am, y'all have been separated for four years
17 now. If you take 3,800 times twelve, that gives you about
18 \$40,000 a year that he's paying the rent, right?

19 A. Yes.

20 Q. That means that since y'all separated, Mr. Patel has
21 paid approximately \$160,000 in rent, correct?

22 A. Yes.

23 Q. That money has been paid to you, right?

24 A. Yes.

25 Q. You put that money in your bank account, correct?

1 A. Yes.

2 Q. Have you provided the documentation that we have
3 requested to tell us what happened to the \$160,000 in rent
4 money you've received ---

5 A. No.

6 Q. --- during the period of separation?

7 A. No.

8 Q. Would you explain to me why you have not given the
9 documentation that was demanded?

10 A. I don't know that.

11 Q. Well, you've been in control of that, correct?

12 A. Yes.

13 Q. The money went into your bank account, right?

14 A. Yes.

15 Q. The only person who would basically have that
16 documentation would be you, right?

17 A. Yes.

18 Q. So, that's another \$160,000 that has come into your
19 possession from the convenience store which is totally
20 unaccounted for, right?

21 A. Well, yes.

22 Q. Now, how would I go about getting an accounting if you
23 won't give me the documents?

24 A. I will give it to you. I don't know. He told me the
25 case was over.

1 Q. Jimmy told you the case was over?

2 A. Yes.

3 Q. Well, that was a year ago. This case has been going
4 on for three years.

5 A. It's probably -- I think it's been going on longer
6 than that, hasn't it?

7 Q. It has. Four years.

8 A. Yeah.

9 Q. Well, why -- before Jimmy came and moved in with you a
10 little over a year ago, why didn't you give us the
11 documentation before then?

12 A. Because he said it was over.

13 Q. Now, there was money borrowed, as I understand it, to
14 put in the canopy, the pumps, and the paving, correct?

15 A. Yes, sir.

16 Q. And there was money borrowed to buy the lot next door,
17 the one at 820 Meeting Street, correct?

18 A. Yes, sir.

19 Q. But the property had a note. Has that note been paid
20 off?

21 A. Yes, sir.

22 Q. What money was used to pay off the \$200,000 loan on
23 820 Street?

24 A. The loan was less than that. I cashed in my 401(k) to
25 pay him off.

1 Q. Well, yes, ma'am, but wasn't part of the rent used,
2 according to you, to pay off ---

3 A. That was in ---

4 Q. --- the loan?

5 A. -- the beginning. I'd just paid it off in January of
6 2019.

7 Q. Yes, ma'am. Now this 401(k), you told me the assets
8 you had when you and Jimmy moved in together: \$90,000 cash,
9 an Escalate, and a rental house. You didn't say anything a
10 401(k) Where did that come from?

11 A. I got that from working.

12 Q. When?

13 A. R.H. McKnight. I worked there for ten years, and I
14 put everything I could in it.

15 Q. When? When did you ---

16 A. That was in -- when I started working for him in --
17 shoot, I can't recall, but it was, it was before I got
18 married to Scott.

19 Q. So, you had -- so, you had that 401(k) when you took
20 up with Jimmy?

21 A. Yes, I did.

22 Q. Well, how much was in it?

23 A. \$130,000.

24 Q. Well, y'all owed more than \$130,000.

25 A. No. I was paying the note off every month.

1 Q. Right. That's what I want to get to. The note was
2 being paid every month out of the proceeds of the
3 convenience store.

4 A. Yes, sir.

5 Q. Yes, ma'am. The convenience store is what primarily
6 paid that note down.

7 A. Yes, sir.

8 Q. That's the truth, isn't it?

9 A. Yes, sir.

10 Q. How much of your 401(k) did you use to make the final
11 payment?

12 A. 75,000.

13 Q. So, approximately \$125,000 of the money that went to
14 pay for the improvements to 820 Meeting Street came from
15 the rent on the convenience store, right?

16 A. Can you repeat that, please?

17 Q. Yes, ma'am. How much of the money that paid down the
18 note came from the rent on the convenience store?

19 A. All of it did.

20 Q. Yes, ma'am. Now, there was a lawsuit dealing with
21 underground storage tanks, right?

22 A. There was a leak.

23 Q. And you folks netted \$100,000 from that lawsuit?

24 A. I did.

25 Q. Yes, ma'am, and out of that \$100,000, \$20,000 in taxes

1 had to be paid, right?

2 A. No. That was no taxes on a lawsuit.

3 Q. I see. Well, the \$100,000, when did you get it?

4 A. It was ten years after the, after the gas pumps had
5 the leak, so two thousand -- I'm not sure, but we were
6 together.

7 Q. Right. It was during the period of time that you and
8 Jimmy were living and working together, right?

9 A. Yes.

10 Q. And the \$100,000 that came in, did you put it in your
11 bank account?

12 A. As far as I know. I can't recall.

13 Q. Well, if I wanted to know what you did with that
14 \$100,000, what documents would I have to look at?

15 A. You don't.

16 Q. Ma'am?

17 A. You don't.

18 Q. You don't?

19 A. You don't have them, I guess, because you already told
20 me ---

21 Q. I don't have them, right?

22 A. Yeah.

23 Q. You have them?

24 A. Yes, I do.

25 Q. Why didn't you give them to us?

1 A. Not sure.

2 Q. So, that's another \$100,000 that -- money that you've
3 gotten out of this place that's totally unaccounted for,
4 right?

5 A. It's not. It's accounted for. I had to pay my credit
6 cards off that I used to get supplies for the store.

7 Q. Well, Mr. Patel was operating the store ---

8 A. No.

9 Q. --- at that ---

10 A. That settlement was done right before then.

11 Q. I see, but, of course, if we wanted to know what
12 credit card bills were paid or what that was for, we'd have
13 to look at the documentation that you have, right?

14 A. Yes, sir.

15 Q. That \$100,000, though, is it gone?

16 A. Yes, sir.

17 Q. How about the \$100,000 from Mr. Patel? Is it gone?

18 A. Yes, sir.

19 Q. Well, what did it go into? The \$100,000 cash from Mr.
20 Patel, what did it go into?

21 A. Into my account. Jimmy and I were together.

22 Q. Well, it went from, from your account ---

23 A. Jimmy knows where. It was all spent.

24 Q. It went from your account into what?

25 A. It didn't go -- it went from my account to paying

1 other bills that were due.

2 Q. On the store?

3 A. On the store, yes. There was the store that we had to
4 clear everything up because you remember you operate a
5 month behind, so ---

6 Q. All right, and the \$100,000 for gas pumps are now
7 gone?

8 A. Yes, sir.

9 Q. Did it go back into the store?

10 A. Some of it did go back in the store.

11 Q. Where did the rest of it go?

12 A. Just told you. I had, I had \$24,000 credit lines and
13 I had five credit cards and I was using everything I could
14 to keep everything going.

15 Q. Now, there was a house purchased on Shull Street for
16 \$50,000, right?

17 A. Yes, sir.

18 Q. Where did the \$50,000 come from?

19 A. I remortgaged my house.

20 Q. And when was the Shull Street property purchased?

21 A. 2009.

22 Q. What's that piece of property worth now?

23 A. Probably the same amount. The neighborhood hasn't
24 gone up. It's kind of bad there.

25 Q. Now, Jimmy put money into that house, too, didn't he?

1 A. No, sir, he did not.

2 Q. Now, that, that house, you say it's worth \$50,000.

3 A. The neighborhood has gone downhill since I bought it.

4 Q. Well, is it paid for?

5 A. No, sir. I have a mortgage.

6 Q. How much?

7 A. 33,000.

8 Q. And were you and Jimmy together when that house was
9 purchased?

10 A. He -- we were dating but -- and living together, but I
11 went to the bank by myself, got my house remortgaged, and
12 then I bought two pieces of property: 809 Shull Street and
13 1900.

14 Q. Well, the Shull Street property is located right
15 behind the convenience store, isn't it?

16 A. Yes, sir.

17 Q. And it's now used as a boarding house?

18 A. It's not. I have it rented.

19 Q. For \$1,000 a month?

20 A. No, sir.

21 Q. How much a month?

22 A. 500 a month.

23 Q. Has it ever been rented for 1,000 a month?

24 A. I don't know. I mean, I can't recall right now.

25 It's, it's not -- it's a really -- it's not a good house,

1 okay? I mean, I just -- I purchased it because I -- I
2 mean, if you want me to tell you -- if not, I won't.

3 Q. Well since the separation, you've gotten all the money
4 from the house, right?

5 A. Yes. It's paid the mortgage and things that break
6 down and...

7 Q. And that transaction was also closed by the Harrell
8 Law Firm, right?

9 A. Yes, sir. I guess.

10 Q. Do you remember that Jimmy was there when the house
11 was bought?

12 A. At the closing?

13 Q. Yes.

14 A. I don't remember.

15 Q. Now, there was a home purchased or a house purchased
16 at 1900 Osceola Street, right?

17 A. Yes, sir.

18 Q. And that's also in Rosewood?

19 A. Yes, sir.

20 Q. That's right close to where you live?

21 A. Yes, it is.

22 Q. And that's titled in your name?

23 A. Yes, sir. I bought that.

24 Q. Is there a mortgage on that house?

25 A. Yes, sir.

1 Q. What's -- how much is that?

2 A. 33,000. I bought them both at the same time.

3 Q. How much is that house worth?

4 A. That house doesn't have a back yard. It has a small
5 one. I'm not sure what the price would be. I, I, I don't
6 -- it's a, it's a tiny house. I think it's only 600 square
7 feet.

8 Q. The house got remodeled ---

9 A. I think.

10 Q. --- didn't it?

11 A. I added on to the back, which was, like, there was
12 already a porch there. So, it was, like, 6 feet.

13 Q. It rents for about 900 a month, doesn't?

14 A. Of course it does.

15 Q. The answer is yes?

16 A. Yes.

17 Q. And if I wanted to see what happened to those rents
18 during the period of separation, you're the person with the
19 documentation on that, right?

20 A. Yes.

21 Q. Jimmy was also present when that was closed, wasn't
22 he?

23 A. I don't recall him being at either one of them, but if
24 you say so.

25 Q. Do you know Jakie Knotts?

1 A. I do.

2 Q. Know his wife, Betty Knotts?

3 A. I do -- I don't know her.

4 Q. Did you and Jakie and Jimmy ever socialize with each
5 other?

6 A. No.

7 Q. Did you ever talk to Jakie about what your
8 relationship was with Jimmy?

9 A. No.

10 Q. How do you know Jakie?

11 A. Jimmy used to give him cash money out of the machines.

12 Q. I see. What for?

13 A. I have no idea, but he got a lot.

14 Q. Well, do you know why he got the money?

15 A. I don't know.

16 Q. All right, we now know what you owned when you moved
17 in with Jimmy in 2003. Want to make sure I now -- want to
18 go over just what you owned. You got the house on 1900
19 Osceola?

20 A. Yes, sir.

21 Q. Which is improved with a swimming pool?

22 A. Yes, sir.

23 Q. There was the \$40,000 of that football pool that got
24 placed into your house. You got titles to the two lots,
25 812 and 820 Meeting Street, right?

1 A. Yes, sir.

2 Q. You got rent of \$4,700 a month for -- or \$3,800 a
3 month for four years?

4 A. Yes, sir.

5 Q. You got the money that Mr. Patel paid on the debt,
6 which was about \$60,000?

7 A. Yes, sir.

8 Q. You got a \$100,000 CD on the gas pumps?

9 A. Yes, sir.

10 Q. You got a ---

11 MS. JEFFRIES: Objection. I'm sorry. You said a
12 \$100,000 CD.

13 MR. MOORE: That was a bank deposit from the gas
14 tanks.

15 MS. JEFFRIES: Okay.

16 BY MR. MOORE:

17 Q. You got \$100,000 from Mr. Patel. You've had a rental
18 on Shull Street for years, right?

19 A. Yes, sir.

20 Q. You've had title to Shull Street?

21 A. Yes, sir.

22 Q. Title to 1900 Osceola?

23 A. Yes, sir.

24 Q. You've had four years' income on Osceola?

25 A. Yes, sir.

1 Q. You've had title to 1905 Osceola?

2 A. No.

3 THE COURT: 1904.

4 MR. MOORE: 1904, I'm sorry, title to 1904.

5 THE COURT: You're stuck on that 5, Mr. Moore.

6 BY MR. MOORE:

7 Q. Jimmy no longer has his house in the lake, right?

8 A. No, sir.

9 Q. Jimmy no longer has anything out of the C store named
10 Jimmy's Mini Mart?

11 A. No, sir.

12 Q. Jimmy's out of the poker machine business?

13 A. I, I, I hear he's not.

14 Q. Basically Jimmy's got nothing, right?

15 A. Jimmy had whatever he had. He blew it all.

16 Q. Jimmy's got nothing. You got everything, right?

17 A. I worked really hard for everything, and I put my
18 money ---

19 Q. That's not what I asked you.

20 A. Yes, sir.

21 Q. Jimmy got nothing. You got everything, right?

22 A. Yes.

23 Q. And Jimmy trusted you, correct?

24 A. Yes.

25 MR. MOORE: No further questions.

1 THE COURT: We'll stop, okay? We all need to stop.
2 What time is it? Ten to 12. Y'all want an hour, an hour
3 and a half? it doesn't matter.

4 MS. JEFFRIES: I don't even need an hour. However
5 long you would like, Your Honor.

6 THE COURT: Sorry?

7 MS. JEFFRIES: However long you'd like.

8 THE COURT: I'm asking y'all to be kind and generous
9 and helpful.

10 MR. MOORE: I think we can probably eat in an hour.

11 THE COURT: An hour and fifteen hour minutes. I'll
12 split it. Y'all have a good lunch. Be careful to social
13 distance and everything.

14 Before you go, do you want to do her now? Do you want
15 to wait? When we get back, do you want to.

16 MS. JEFFRIES: I'd like to go ahead and finish with
17 her.

18 THE COURT: Okay. That's fine. That's fine. So,
19 we're looking at probably another hour and fifteen with her
20 between you and the redirect. I'm just guessing.

21 So, how many witnesses do you have outside?

22 MR. MOORE: I've got two, but I've got everybody on
23 standby.

24 THE COURT: Okay. Okay.

25 MR. MOORE: We're very flexible.

1 THE COURT: We've got to do the best we can. I'm not
2 going to ---

3 MS. JEFFRIES: What -- I think I'll wait and let them
4 finish with their witnesses, and I'll just call her.

5 THE COURT: That's why I'm asking now.

6 MS. JEFFRIES: I think I'll call her.

7 THE COURT: That's fine.

8 MS. JEFFRIES: Yeah.

9 THE COURT: So, we'll proceed with the next two
10 witnesses and we'll see how that goes, but I'm not going to
11 -- we're living in difficult times. I'm not going to push
12 or pull or anything. I'm going to make it as easy as I
13 possibly can. So, we'll wait to do your direct on her
14 later.

15 MS. JEFFRIES: Yes.

16 THE COURT: And you'll call maybe two more witnesses
17 this afternoon and we'll stop.

18 MR. MOORE: I think that would make sense.

19 THE COURT: Okay.

20 MR. MOORE: Thank you.

21 THE COURT: That's what we'll plan to do. See y'all
22 in an hour and fifteen minutes.

23 MR. MOORE: Thank you, sir.

24 THE COURT: And if somebody gets lost, I'll wait for
25 you.

1 (THE WITNESS EXITS THE STAND.)

2 (OFF THE RECORD.)

3 THE COURT: We all ready?

4 MR. MOORE: Yes, sir.

5 THE COURT: Who's your next witness?

6 MR. MOORE: Jimmy Helms.

7 THE COURT: Jimmy Helms.

8 (A PAUSE.)

9 CLERK OF COURT: State your full name, please.

10 WITNESS: James Ormand Helms.

11 JAMES HELMS, BEING DULY SWORN,

12 TESTIFIES AS FOLLOWS:

13 CLERK OF COURT: Thank you. Have a seat right there.

14 THE COURT: Is everybody ready?

15 You may proceed.

16 Mr. Helms, pull the microphone -- you look familiar.

17 Have I met you before?

18 WITNESS: Yes, sir.

19 THE COURT: Okay. I don't specifically recognize you.

20 You just look familiar. You had your mask on, but I've
21 never had any business dealings with you or anything like
22 that. I just recognize your face.

23 And I say that for the record because I didn't
24 recognize him with his mask because I know I've seen that
25 face before. I can't tell you what context it was, either.

1 And you don't have to answer that.

2 Anyway, with that being said, Mr. Moore, you may
3 proceed.

4 MR. MOORE: You have seen him pleasantly before.

5 THE COURT: Sir?

6 MR. MOORE: You have seen him pleasantly before.

7 THE COURT: Okay.

8 DIRECT EXAMINATION BY MR. MOORE:

9 Q. You're Jimmy Helms and you're the plaintiff in this
10 case, right?

11 A. Correct.

12 Q. How old are you, Jimmy?

13 A. Sixty-eight.

14 Q. There was discussion about you using heroin. Did you
15 use heroin?

16 A. When I was sixteen years old, yes.

17 Q. All right. Did you use it as an adult?

18 A. No.

19 Q. How long -- how old are you?

20 A. Sixty-eight.

21 Q. You married?

22 A. No, sir.

23 Q. Were you previously married?

24 A. I been married twice before, yes.

25 Q. What was your last wife's name?

1 A. Well, my last wife's name -- I consider Debbie being
2 my wife, but I, I, I thought me and her were married, but
3 we didn't do it legally. Let's put it that way, sir.

4 Q. Y'all never had a formal ceremony?

5 A. No, sir.

6 Q. And she claims that you weren't?

7 A. That's right. Yes, sir.

8 Q. All right. So, in any event, you were also married to
9 Sandy?

10 A. Sandy Helms, yes.

11 Q. All right, and you and Sandy had children?

12 A. Yes, sir.

13 Q. How old are they?

14 A. Twenty-seven, twenty-three, and nineteen.

15 Q. What assets do you have in your name?

16 A. Nothing now, nothing.

17 Q. What are you living on?

18 A. Social security.

19 Q. How is your health?

20 A. It's good. It's all right.

21 Q. Throughout your life, have you worked?

22 A. Worked hard all my life. Yes, sir, I have done that.

23 Q. Where were you raised, Jimmy?

24 A. Monroe, North Carolina, until I was eight years old.

25 Q. How long have you lived in the Columbia area?

1 A. Sixty-seven years. This is home.

2 Q. And when did you and Sandy get divorced?

3 A. It was around 2001, I believe, 2000, around 2000, 2001
4 I'm pretty sure.

5 Q. And after the house -- after you divorced, did you own
6 a house on the lake?

7 A. I did.

8 Q. Do you still own that house?

9 A. No, sir.

10 Q. Describe that house to me.

11 A. It was a, it was kind of our dream home. We kind of
12 -- it was a 5,100 square-foot house. Had 120 foot of water
13 frontage. Dock, boats. Nice house.

14 Q. Did you ultimately sell it?

15 A. Yes, sir.

16 Q. Did you get any cash out of the sale?

17 A. Yes, sir.

18 Q. How much?

19 A. It was, like, 32 to 35,000. I don't remember that
20 exact amount.

21 Q. When did you meet Debbie Willing?

22 A. We had met numerous years earlier. We were at all --
23 we lived in the same neighborhood. We used to all of us
24 hang out at the same time together. Friends, you know,
25 cookout, stuff like that.

1 Q. Did she get divorced?

2 A. Yes.

3 Q. And you got divorced?

4 A. Yes, sir.

5 Q. Did y'all get divorced at about the same time?

6 A. I think I was maybe a year before hers. I, I can't
7 remember. Maybe, maybe -- it could have been close to the
8 same time. I'm not sure.

9 Q. Did you date her while she was separated from her
10 husband?

11 A. Yes, I did.

12 Q. When did y'all start living together?

13 A. I'm pretty sure it was around 2002 or '3, somewhere
14 around that range.

15 Q. Were y'all, were y'all in love?

16 A. I was at one time, yes, sir.

17 Q. All right. When y'all decided to move in together,
18 what was the understanding that you and she reached, just
19 talking to each other?

20 A. I just, I remember her telling me -- my understanding
21 is I -- we, we were in love. I, you know, I was in love
22 with her and we were going to do well together. I remember
23 her telling me she was going to make me a rich man one day.

24 Q. All right. How about business? What was your
25 understanding in regard to ownership of properties and

1 business together?

2 A. Well, I had the store before she came along. And, and
3 then she started helping me work up there, and we just kind
4 of did everything. She's -- Debbie's a smart lady, very
5 smart lady. We did well together.

6 Q. Did you have any discussion about what's yours is
7 mine, what's hers is yours?

8 A. I'm sure we did. I mean, I wouldn't -- I trusted her.
9 She trusted me, I thought.

10 Q. All right. Now the store you're talking about, where
11 is it?

12 A. 812 Meeting Street.

13 Q. And before you met her, did you own the business and
14 the real estate?

15 A. I bought the real estate a year after I, I bought the
16 store from my son-in-law, the business part only. Good-
17 -faith business, and I bought the store about a year later.

18 Q. All right. I'm trying to get ---

19 A. Property, property. Sorry.

20 Q. I'm going too fast.

21 A. Sorry.

22 Q. Who did you buy the business from at 812 Meeting
23 Street?

24 A. The business I bought from my son-in-law, Michael
25 Wilks.

1 Q. All right. How much did you pay for the business?

2 A. \$18,000.

3 Q. Now, who you buy the actual real estate from?

4 A. Al Landers.

5 Q. How much did you pay him?

6 A. 100 -- let's see, \$120,000 I believe is correct.

7 Q. Did you finance it?

8 A. I did. He did owner financing, yes, sir.

9 Q. Did you pay it off?

10 A. We paid it off later on. Debbie -- we decided to put
11 gas pumps in. So, we, we -- let's see. We put it in
12 Debbie's -- I let Debbie buy it from me. Not really buy
13 it. I kind of gave it to her so, so she could borrow money
14 so we would have, you know, strong, strong borrowing power
15 I guess is what I'm trying to say, Jake.

16 Q. Did you, did you perceive by your discussions with
17 Debbie that you maintained an interest in the gas station?

18 A. Of course. She knew that. Yeah, of course.

19 Q. You say of course. I've got to get ---

20 A. Yes, I did perceive that, yes, sir.

21 Q. Was that, was that part of the agreement?

22 A. Yes, sir. Absolutely. Why would I just give it away?

23 Q. All right. You didn't ---

24 A. Sorry.

25 Q. --- just give it away?

1 A. No, sir, I did not.

2 Q. All right.

3 A. I worked, I worked up there long time, yes, sir.

4 Q. Now, the store was located at 812 Meeting, Meeting
5 Street?

6 A. Yes, sir.

7 Q. Had the building and the land, right?

8 A. That's correct.

9 MS. JEFFRIES: Your Honor.

10 Q. Tell me ---

11 MS. JEFFRIES: I'd just object to any further leading
12 questions of this witness.

13 THE COURT: Okay, it is leading. It might save some
14 time. So, stop leading.

15 MR. MOORE: I will.

16 THE COURT: And it's true. It is leading. I think
17 it's kind of harmless considering it's nonjury. It's not
18 going to affect anything, but go ahead. I'm going to hold
19 both of you to the same standard. Go ahead.

20 BY MR. MOORE:

21 Q. How big was the convenience store?

22 A. A 1,000, 1,2000 square feet, I guess.

23 Q. How big was the lot?

24 A. It was a small lot. Less than third acre I'm sure.

25 Q. And the business itself actually consisted of what?

1 A. Convenience store. We sold cigarettes, had lottery,
2 you know, drinks, such as that.

3 Q. Who named it?

4 A. We, we named it together, Jimmy's, because everybody
5 knew me there.

6 Q. You say Jimmy's. Help me, please.

7 A. Me ---

8 Q. Wait a minute. Wait.

9 A. Me ---

10 Q. You, you say we named it together. Who is we?

11 A. Me and Debbie.

12 Q. All right. Why did you name it Jimmy's?

13 A. Because everybody knew me very well around there. I
14 been there two years before she was there. Everybody liked
15 me, so I ended up calling it Jimmy's. That's the reason.

16 Q. Now, is it still named Jimmy's?

17 A. It sure is.

18 Q. The -- who worked at Jimmy's Mini Mart during the
19 period of time that you and Debbie were together?

20 A. We had a young lady named Wendy Burnett. She -- Wendy
21 Barnett and, let's see, we had a few other people that came
22 and went because they weren't very good employees, but she
23 was the main one, Wendy Burnett.

24 Q. What, if any, work did you do there?

25 A. Excuse me. I take that back. Her daughter, her

1 daughter worked. Her daughter, Stephanie, which was a very
2 good employee, she worked for me, worked for us also when
3 she was going to school.

4 Q. What did you do at the convenience store?

5 A. I ran the register. I stocked the boxes, you know,
6 the cooler stuff like that, PR people. You know, being
7 nice to people.

8 Q. All right. What did she do?

9 A. She took care most of all the finance stuff as far as
10 books, and she worked, too. I mean, she run the register
11 and all that stuff, too. She did all the books, ordering.
12 She did ordering, stuff like that. You know, all the
13 orders and stuff.

14 Q. Now according to her testimony, she's smarter than
15 you. Is she smarter than you?

16 A. I think she really is, yes, sir, absolutely.

17 Q. How far did you go ---

18 A. I think she's ---

19 Q. --- in school?

20 A. --- more intelligent than me. I don't think she's
21 street smart as I am, but I know she's more intelligent
22 than me.

23 Q. Okay. How far did you go in school?

24 A. Eleventh grade.

25 Q. Where did you go?

1 A. Eau Claire High School.

2 Q. Now, at the time you opened the convenience store on
3 Meeting Street.

4 A. Yes, sir.

5 Q. Were you in another type of business, too?

6 A. Yes, sir. Video poker business.

7 Q. Now, at this point in time when you opened the store,
8 was video poker clearly legal or illegal or did ---

9 A. It was in a very gray area. We didn't know if it was
10 -- one month it was legal, one -- depend on what each --
11 what judges said. Sometimes, you know -- it was very gray,
12 I'll tell you that, yes, sir.

13 Q. What, if anything, about this -- what, if anything,
14 did that business have to do with your decision to put it
15 in Debbie's name?

16 A. The store?

17 Q. Yes.

18 A. Just in case -- well, it was such a gray area. If
19 anything ever happened, say we -- say I got busted and they
20 went to attach our property, you know, at least she would
21 have -- you know, we wouldn't lose everything, you know. I
22 might go to jail, but at least hopefully they wouldn't be
23 able to take the properties that we invested in later, you
24 know, that -- and later.

25 Q. Then why was the property put in her name?

1 A. I just told you. That was the reason for it.

2 Q. All right.

3 A. And also, also to have better borrowing powder because
4 we decided to put gas pumps -- Debbie had said -- she
5 brought it to me first. She said I think you'd do a lot
6 better here if -- you, you bring more traffic by putting
7 gas in. And I said I totally agree, but after we did it,
8 we wish we hadn't a done it, I think, but anyway.

9 Q. All right. Now, were you a big-time operator with the
10 video machines?

11 A. I wasn't big time, no sir.

12 Q. And what usually happened? The machines, did they go
13 out of business?

14 A. Yes, sir. They outlawed them, yes, sir.

15 Q. When Debbie moved in with you, were you actually in
16 ownership of the store? Did you already have ---

17 A. Yes.

18 Q. --- the deed?

19 A. Yes, sir, I did. Yes, sir.

20 Q. What did she own?

21 A. Well, I knew she was married. She was going through a
22 divorce, too. So, I mean, I know her and her husband owned
23 that house together that she told you about. She said she
24 had a car, I know, and, and I found -- and her rental house
25 on, on 1904. I knew she owned, owned that, yes, sir.

1 Q. When she moved in with, who moved in with her?

2 A. Her son and her daughter, Michael Finnell and
3 Stephanie Finnell.

4 Q. Now, what was your relationship with those two
5 children?

6 A. It was -- well, it was great with the daughter,
7 absolutely wonderful, and the son, we had some problems up
8 and down, but he's a good kid. He's just got -- he had
9 some problems, but no, it wasn't too bad actually.

10 Q. What, if any, assistance did you give her children?

11 A. I helped pay, I helped pay some money. I didn't pay
12 all the money for her daughter to go to school. And, of
13 course, Stephanie never really asked for a handout or
14 anything. She worked, worked at the store for me. So, she
15 wanted to earn her own money.

16 THE COURT: Let me stop you. When you say school, is
17 it high school, college?

18 MR. MOORE: College.

19 WITNESS: College. I'm sorry. I'm sorry. College,
20 sir.

21 THE COURT: And which college?

22 WITNESS: University of South Carolina.

23 THE COURT: Okay.

24 BY MR. MOORE:

25 Q. And did she ultimately graduate?

1 A. Absolutely. She got her master's plus thirty.

2 Q. And what, if any, assistance did you give her all the
3 way, including the master's?

4 MS. JEFFRIES: Your Honor, I'm objecting ---

5 A. We ---

6 MS. JEFFRIES: --- to the line of questions as it
7 relates to assistance.

8 THE COURT: Beg your pardon?

9 MS. JEFFRIES: I'm objecting on the basis of
10 relevance.

11 THE COURT: This is nonjury. I said I was going to
12 let everybody put up whatever they wanted, and you can
13 object. It's noted For the record.

14 You may proceed.

15 BY MR. MOORE:

16 A. Okay, the question again? I'm sorry.

17 THE COURT: Look, I've read the pleadings.

18 MR. MOORE: Right.

19 THE COURT: And this is tracking the pleadings and the
20 complaint and everything else, these questions about who
21 paid for what, who owned what, who contributed to what pot
22 and the piece of the pie. That's the reason specifically
23 why I'm letting him continue this line of questioning.

24 You may proceed, Mr. Moore.

25 BY MR. MOORE:

1 Q. Jimmy, in regard to the money that you and Debbie had,
2 did y'all keep everything separate, or did you mix it up?

3 A. We kept most everything separate except the cash that
4 I gave her. I mean, I was, I was having a lot of cash -- I
5 was making good money in the video poker business, so.

6 Q. And you would give her cash for what reasons?

7 A. Pay the bills, pay my bills. She, she, she wrote
8 almost all my checks. She paid all the bills.

9 Q. When you say she wrote all, almost all your checks,
10 what do you mean by that?

11 A. Any bills that I had, she would pay them for me. She
12 handled my checkbook. I don't even -- I can't even
13 remember how much money I had back then. She handled my
14 checkbook, and I would give her money from video poker
15 proceeds that -- and she would -- you know, what she did
16 with that, I don't know. It was cash money. She's a
17 pretty smart lady. She probably put it in the bank.

18 Q. When she moved in with you, what, if anything, did you
19 charge her to live with you?

20 A. No, I didn't charge her anything, no. I was in love
21 with the lady.

22 Q. And you're already told us this. Why did you consider
23 yourself married to her?

24 A. Well, I was in love with her. I mean -- but she
25 helped me, she helped me raise my children. I mean, she

1 was just a good lady. I mean, she, she a lot harder on my
2 kids than I was, but it was a good thing she was because I
3 was letting them get too much rope, but she -- we just
4 carried -- I, I, I -- you know, she told me one time why
5 don't you ask me to marry you and I -- she said it might be
6 to your advantage or not. I said just not quite ready.
7 Just went through some divorces. That's, that's the
8 reason, so.

9 Q. You say she helped you with your children.

10 A. Absolutely.

11 Q. Tell me how she helped you with your children.

12 A. She helped me raise my children, especially my, my, my
13 youngest boy. I got custody of my children. My oldest boy
14 came back after the divorce, pretty quick after the divorce
15 from Sandy; he just left and came back to me.

16 Q. Would you tell me how you and Debbie conducted your
17 business affairs compared to a married couple?

18 A. I don't quite -- what do you mean by that?

19 Q. Compared to ---

20 A. We were partners. We were partners in everything if
21 that's what you're asking me. I mean, I -- we were
22 partners, I mean.

23 Q. That's what I want to get to.

24 A. If she wanted something, if she wanted something --
25 hell, I bought her a damn \$10,000 Rolex watch. I mean, I

1 must have liked her some, you know? I mean, I mean, I
2 don't quite understand that question really, but we carried
3 ourself as man and wife. If she says not, that's okay,
4 too, but I thought we did.

5 Q. When you say y'all were partners, what do you mean by
6 that?

7 A. Well, Debbie, Debbie was really smart, like I told you
8 before. So, when the store -- I wasn't -- the store wasn't
9 doing very well. I went through this divorce with this
10 young girl. I was, damn, just going backwards, and she
11 came to my life at a good time. She helped get my ass
12 straight. She sure did, so -- and we just fell in love,
13 you know.

14 Q. Why did you trust her, Jimmy?

15 A. She never gave me a reason not to trust her.

16 Q. Now, y'all lived together for how many years?

17 A. It was almost fourteen, I believe. We actually broke
18 up in 2016 in July.

19 Q. Now, did you have problems of your own?

20 A. Absolutely. Yes, sir.

21 Q. What problems did you have?

22 A. Well, we were -- well, I was drinking too much, number
23 one. When I got divorced from my second wife, I got hooked
24 on pain pills. I did it myself. Nobody, you know, wasn't
25 -- I was feeling sorry for myself. I took a couple

1 Percocet. Next thing I know, I'm a strung out junkie on
2 damn pain pills.

3 Q. How long did it to take you to get cleaned up?

4 A. It took me four or five years to really get clean,
5 yes, sir. I finally -- I'm still on Suboxone as we speak.

6 Q. Now, did she have a problem?

7 A. I think, I think she had a drinking problem. I think
8 I had a drinking problem. That's, that's probably why
9 we're not together anymore. The drinking just -- you know,
10 we just argued too much.

11 Q. When you'd get to drinking and she'd get to drinking,
12 was it pretty?

13 A. No, it wasn't pretty, no.

14 Q. How many times she throw you out of the house?

15 A. Four or five at least.

16 Q. And the last time that y'all separated, did you leave
17 voluntarily, or did she kick you out?

18 A. She made such a big deal about me letting my son go to
19 dinner with his girlfriend, and we were drinking and I, I,
20 I did leave that time. I did. I, I said I can't do this
21 no more.

22 Q. All right. So, y'all separated after about fourteen
23 years. So, that would mean y'all separated in what year?

24 A. 2016.

25 Q. And when you separated, where did you move into?

1 A. Right across the street, 1905 Osceola Street.

2 Q. Now, you talked about a Rolex that you bought her.
3 How much you pay for that?

4 A. \$10,000.

5 Q. And was there any other jewelry you bought?

6 A. I think I bought her a ring, yeah.

7 Q. Tell me about the ring.

8 A. It's like an engagement ring, a diamond. I think I
9 paid, like, 3, 3,500 for it, something like that.

10 Q. Did y'all go on trips?

11 A. Oh, yeah. Of course. Yeah.

12 Q. Where did y'all go on trips?

13 A. I think the first trip we ever went together was to
14 her sister's in Sarasota. Then we went on a cruise one
15 time. I know we went to Cherokee numerous times. I don't
16 remember if we went -- you know, beach, stuff like that,
17 you know. Basic stuff.

18 Q. Now, Jimmy, we've got in evidence a joint banking
19 account that you had. Would you tell us how that got
20 opened?

21 A. I was talking to her about a stock that I was really
22 interested in. I said I think we ought to invest in it,
23 and she said whatever you think. Now, she did not give me
24 any of her money to put -- I mean, I bought the stock, but
25 I had her, had her name put on it so it'd be together.

1 Something happened to me, she -- if I die or if it, it made
2 us any money -- I don't think it ever did any good, but
3 that's neither ---

4 Q. Did she know about the account?

5 A. Absolutely.

6 Q. Now, that account is a joint tenancy with right of
7 survivorship. Why did you do that?

8 A. In case anything happened. I died or she died, too, I
9 guess, you know. I thought it was going to be a winner.

10 Q. All right. Now, you sold the house on the lake.

11 A. Yes, sir.

12 Q. You got some cash. How much cash did you get?

13 A. Between 32 or 35,000, 34. I can't exactly remember,
14 but...

15 Q. Now out of that \$32,000, how much of that money did
16 you put into her house?

17 A. I put monies from -- not just from the sale of that
18 house, but I, I was making good cash money from video
19 poker. I, like she said, I won a video -- excuse me, I won
20 a football pool. Actually was 75,000 I won, and then I hit
21 a \$45,000 lottery ticket, and I used a lot of that money.
22 Just over time I just -- you know, I can't remember
23 amounts. It was a lot of money. 80,000, 100,000. I don't
24 know.

25 Q. All right, I want you ---

1 A. Yes, sir.

2 Q. --- including swimming pool that you put in ---

3 A. Yes, sir.

4 Q. --- to give me your best approximation how much money
5 you invested in her home.

6 A. All right. I'd say roughly \$80,000.

7 Q. Now, tell me the improvements that you paid for to the
8 home. We know you've got a swimming pool, right?

9 A. Right. Yes, sir.

10 Q. How much did you spend for the pool?

11 A. 40,000.

12 Q. All right. Now, that's 40 of the 80?

13 A. Right.

14 Q. What did you spend the other \$40,000 on?

15 A. Like she said, we did some hardwood floors, and she
16 told the -- spoke the truth about that, that we -- a guy
17 owed me some money from me taking bets on football games,
18 and so we bartered that out. And I put fences around,
19 around the house, put a new roof on it, put a new kitchen
20 in. I did the kitchen, inside the kitchen. She stated the
21 truth on that. She did build the outside of the -- part of
22 it, but I put the cabinets and new appliances. Hell, that
23 was probably 20,000 right there, if not more.

24 Q. Why did you put \$80,000 in a home that was titled in
25 her name?

1 A. Because I was in love with the lady. I trusted her.
2 I thought we was going to live in that home forever and
3 ever. I didn't see -- our, our trouble was more drinking
4 and children was our most -- our biggest problem. You
5 know, just that was our biggest problem.

6 Q. Did you ever think she'd just take your money and keep
7 it?

8 A. Never, never in a million years.

9 Q. Why not?

10 A. When we broke up, I asked her. I said Debbie, just
11 put me on the deeds. That's all I ask you to do, and she
12 said no, and I said don't -- I don't want to get a lawyer.
13 Please don't make me do this. So, here we are.

14 Q. This \$80,000 you put in, did you put it all in at one
15 time?

16 A. Oh, no, sir. No, sir.

17 Q. Who did you actually hire to do the work, Jimmy?

18 A. Scott Nelson did a lot of work; he was a customer at
19 the store that we had met. He did the roof also, matter of
20 fact. A guy named Bryan Hughes did the swimming pool. Of
21 course, he subbed a lot of that stuff out, you know, the
22 decking and stuff like that. Let's see, James Spires,
23 which he's now passed away, he did the hardwood floors. I
24 had another guy named Dana -- I think it was Kirkpatrick
25 that did the tiles. We redid her bathroom or our bathroom

1 in our bedroom, I should say, and then tiling the kitchen,
2 you know.

3 Q. What, what, if any, money did you put in a vehicle for
4 her daughter?

5 A. \$11,000 because I had won the lottery and I gave
6 Debbie the ticket. She cashed it. After taxes, it was
7 27.5, I believe it was, and she went and bought Stephanie a
8 car. Now, she didn't tell me right away, but I found out
9 later that she had took 11 -- and I didn't care. I was
10 fine. I mean, she could have told right -- I don't give a
11 damn. She could spend it all. I didn't care, you know,
12 but she -- I'm saying I really didn't care. I was glad she
13 got her daughter a car. She was a good girl. Still is.

14 Q. During the time y'all were living together, y'all were
15 having marital or sexual relations, weren't you?

16 A. Yes, sir.

17 Q. Did you share a bedroom?

18 A. Yes, sir.

19 Q. And when you were sharing a bedroom, where were her
20 children living?

21 A. They had their bedrooms. They had -- they -- we had
22 -- let me see. We had two other bedrooms, I believe.
23 Yeah, three bedroom house, yes, sir.

24 Q. Let's talk about the lot in ---

25 A. Well, Stephanie, Stephanie had gone to college, so we

1 was -- it was my son, my nine -- well, he's nineteen now.
2 He was in the fourth grade then, and her oldest son was
3 still living with us.

4 Q. Was there anything y'all didn't share?

5 A. No, sir. Like for instance what? I mean, I -- no,
6 not at all.

7 Q. Now let's talk about the lot at Harbour Watch.

8 A. Right.

9 Q. Where did you get -- where did the lot originally come
10 from?

11 A. They, they had just opened a subdivision and I, I was
12 the second person to buy a lot in there. Lou Holtz
13 actually bought a lot out there on the lake. I already
14 lived on the lake, and I said this would be a good
15 investment. I bought the second lot. It was an interior
16 lot near the tennis courts, near the clubhouse. Had a nice
17 lake view and lake access, and I think I bought that --
18 well, me and Sandy were still married when I bought that.
19 I can't remember what year, so.

20 Q. And you had that lot put in your wife's name?

21 A. I had that lot put in Sandy's name when I bought it.

22 Q. Why did you put that lot in Sandy's name?

23 A. Same reason. Protect her in case something bad -- you
24 know, if I got caught doing illegal stuff, sir, I guess
25 just be honest about it.

1 Q. Now, let's talk about the lot. You got divorced from
2 Sandy.

3 A. Yes, sir.

4 Q. And somehow or another, the lot got out of Sandy's
5 name into Debbie's name. How did that happen?

6 A. Best I remember, Sandy was -- it was a tough divorce,
7 me and her. It was really hard, but anyway she needed
8 money real bad and this and that, and she tried to sell it.
9 I bought Sandy a Rolex when me and her got together. She
10 tried to sell it back to me, and I said I don't want the
11 damn thing.

12 This kind of come up. Debbie said you got that lot,
13 right? I said yeah. Well, tell her we'll give her \$6,000
14 for the lot. So, that's how we did it. And she also did
15 -- she gave her -- one of her son's a car, a Jeep, because
16 she had no way to travel.

17 Q. All right. So.

18 A. So, that, that was done that way. I mean, Debbie did
19 write a check for \$6,000 to Sandy to buy the Harbour Watch
20 lot, lot number 12, yes, sir.

21 Q. That \$6,000, where did that money come from?

22 A. It was her check but, I mean, I had money in, you
23 know, I had money in this whole situation, too. I mean,
24 I'm not -- I can't remember. I'm not sure if I didn't give
25 her the cash first, but I can't remember. I'm not going to

1 say I did or not. I don't -- I can't remember that.

2 Q. All right. What had you paid for the lot initially?

3 A. 39,000.

4 Q. What's it -- what should it be worth today?

5 A. I would think it would be worth 75, 80,000, but she
6 did -- she told me she had tried to sell it numerous times
7 even after we broke up, and just nobody would buy it, so --
8 and it did have some heavy HOA, you know, homeowner
9 association fees and stuff to it, so. But, I mean, it's in
10 a fancy damn neighborhood. I'll tell you that.

11 Q. Why did y'all buy the lot in her name?

12 A. Same thing.

13 Q. Well, tell me what that means.

14 A. If I -- if something happens to me and the video poker
15 business, everything doesn't get attached. Had my
16 bookmaking operation, too.

17 Q. You took some football bets from time to time?

18 A. Yes, sir, sure did.

19 Q. Have you made money on that through the years?

20 A. Always made money, yes, sir. Had some bad times, bad
21 weeks, but always made money.

22 Q. All right. When you left the house on the lake that
23 you and she were living in that was yours, you got some
24 cash. Where did you move?

25 A. We moved to her rental that she had on 1904 Osceola

1 Street, a little 6, 700 square-foot house.

2 Q. And that's in the Rosewood section?

3 A. Rosewood section, yes, sir.

4 Q. When you moved into the house, was there any debt on
5 the house?

6 A. She had very little debt. I think she told me one
7 time, but I can't remember what it was. It was very little
8 debt.

9 Q. When you moved out of that house, was it worth more or
10 was it worth less?

11 A. I would think it definitely would be worth more but, I
12 mean...

13 Q. Why?

14 A. All the money I spent. I think so, yes, sir. I think
15 it'd be worth more, yes, sir.

16 Q. Compare the house the way it looked when you moved in
17 to ---

18 A. Well, she told me it was worth about 37,000 then. I
19 remember that for sure, and you heard what she said awhile
20 ago. I can't remember. She said it was worth ---

21 THE COURT: Let me stop you.

22 WITNESS: Sorry.

23 THE COURT: The before and after, are these in any of
24 these exhibits?

25 MR. MOORE: Those pictures are not in those exhibits.

1 THE COURT: Okay. All right. Just wanted to make
2 sure. I'm sorry. Go ahead.

3 BY MR. MOORE:

4 A. I think she says she borrowed some more money against
5 it. It was 170,000 or 17, whatever she just said. So,
6 yes, sir, it's definitely worth more money.

7 Q. Did -- was the house increased in size, square
8 footage?

9 A. Yes, sir.

10 Q. By how many square feet, Jimmy?

11 A. I don't know. Could be 4, 500 square feet. I don't
12 know. The kitchen was not a real big kitchen, but then we
13 added some deck to it. 4 or 500 square feet.

14 Q. Was the house a single lot or a double lot?

15 A. She -- Debbie actually had two lots. She had -- one
16 lot was on -- go ahead? I'm sorry.

17 Q. Go ahead.

18 A. One lot was where 1904 was, and she had -- I guess her
19 and Scott had bought another lot that was kind of side,
20 side of the back yard there because there was another house
21 sitting there, which was 1900 that she didn't own at that
22 time.

23 Q. Now, we talked 1904 Osceola. We talked about Jimmy's.
24 We talked about the lake house. When you bought Jimmy's,
25 what lawyer closed it for you?

1 A. Robin Alley closed that one, Robin Alley.

2 Q. Was there ever an LLC formed for the business?

3 A. Yes, I had formed, I had formed L&D Enterprises, yes,
4 sir.

5 Q. What did L&D stand for?

6 A. Two of my children's names: Logan and Dalton.

7 Q. And the LLC ran Jimmy's?

8 A. Yes, sir.

9 Q. Now, was that LLC ever transferred to anybody?

10 A. It was transferred to -- after I got divorced from
11 Sandy -- it actually was in Sandy's name one -- she was the
12 president. Let me rephrase that. One time. Then me and
13 her got divorced. I put it in my oldest daughter's name as
14 far as LLC, yes, sir.

15 Q. And what is your -- who is your oldest daughter?

16 A. Christa Wilks.

17 Q. And did Christa ever transfer the LLC to anyone?

18 A. No, she did not.

19 Q. Well.

20 A. We did, but she did not.

21 Q. Okay. That's what I want to get to.

22 A. We did.

23 Q. We did but, but she did not. Tell me how the LLC got
24 transferred out of Christa's name.

25 A. I can't remember the exact time or the situation, but

1 it was something to do with this gas, borrowing money. We
2 needed to get everything in Debbie's name because I think
3 she'd either -- just getting ready to buy the house next
4 door. We were going to buy that house next door. We tried
5 to rent it at first. It didn't go too well, so she decided
6 let's do the gas thing. And for the bank purpose, we
7 needed everything -- the LLC to be headed by Debbie. So,
8 that's kind of the reason we did it.

9 Q. We did what?

10 A. Changed the LLC.

11 Q. How did you do it?

12 A. Illegally. Just ---

13 Q. Tell me about that.

14 A. Well, we talked and I -- you know, I'm not -- I didn't
15 think my daughter was going to care anyway. I mean, she
16 didn't really care about the store and all that stuff. So,
17 we just -- I -- we had a lawyer draw up a form. I think
18 the best I remember, me and Debbie went to the car at the
19 lawyer's office. I -- she -- I signed. She signed
20 Christa's name and I signed my other son's name, Michael
21 Helms. I think he was vice president or something, and we
22 took it back.

23 Q. So, y'all signed your children's name to the transfer
24 ---

25 A. Right.

1 Q. --- documents for the LLC?

2 A. Right, and it's in the back of my deposition. I think
3 it says that she gave somebody \$20,000. There was never
4 \$20,000 transferred to anybody.

5 Q. Did Debbie ever pay anything to buy an interest in
6 that convenience store?

7 A. Not to my knowledge.

8 Q. Well if she did, would you have known it?

9 A. I would think so. I mean, we were together and I
10 remember her -- said we need to put some money in the
11 store, that we did do that. We did do that. I think that
12 was -- that \$20,000 maybe come from, you know -- that's
13 where the 20,000 came from, I guess. The store, like I
14 said, I was doing -- I wasn't doing very well, and she
15 helped me get it out the trap. So, that's exactly what I
16 did.

17 Q. So, the president of the LLC was changed from who to
18 who?

19 A. From Christa Wilks to Debbie Willing, Deborah Willing.

20 Q. And eventually what happened to that LLC?

21 A. And I was still a agent under, under that LLC. I was
22 an agent, acting agent they call it. What was the second
23 question? I'm sorry.

24 Q. What ultimately happened to the LLC?

25 A. It was still going so far as I know unless after we,

1 we sold the store, she might have closed it out. I'm not
2 sure. Far as I know, it's still going.

3 Q. Okay, let's talk about this.

4 A. All right.

5 Q. You say we sold the store.

6 A. Right.

7 Q. Who sold the store?

8 A. Me and Debbie sold the store.

9 Q. Who did you sell it to?

10 A. Viral Patel.

11 Q. Did you sell the inventory in the business or did you
12 sell the real estate or both?

13 A. Sold just the ongoing business and the inventory.

14 Q. And Mr. Patel, when you and Debbie sold the business
15 to him.

16 A. Uh-huh.

17 Q. Was it done through a private sale or through a
18 brokerage company?

19 A. Through a brokerage.

20 Q. Who was that broker that y'all used to ---

21 A. I'm pretty sure it was called Sunbelt, I think.

22 Q. Sunbelt Business Brokerage?

23 A. I think so. Yes, sir.

24 Q. And what did Mr. Patel pay y'all for the business?

25 A. \$150,000.

1 Q. Did he pay it all in cash?

2 A. Well, it was done with lawyers. They passed checks
3 around, but he had to finance 25,000, I believe it was. I
4 can't remember the exact number. I think he financed -- he
5 wanted to finance 25,000 of it that we, that we financed
6 for him.

7 Q. All right. What happened to the \$125,000 cash?

8 A. Debbie told me she got a CD with some of it, with
9 100,000, and she said there were some taxes needed to be
10 paid. So, she took 20,000 and paid some taxes.

11 Q. All right.

12 A. So, that's what -- whatever she told me, I believed.
13 She'd always been straight with me, so I -- you know.

14 Q. So out of the \$125,000, there was a certificate of
15 deposit put in somebody's name?

16 A. She told me that. I'm not -- I never saw it. She
17 just told me. I mean, I heard her say while ago it went in
18 her bank account. So, I don't know, you know, where it
19 went now.

20 Q. Did you get any of the money?

21 A. No. We were going to sit on that til everything --
22 we, I think we had, like, another maybe a eight -- maybe
23 year to pay off all the loans that was -- and we were going
24 to go enjoy and live life to the fullest, but we busted up
25 about a year after that. But, no, I never seen, I never

1 seen a penny of any of that money.

2 Q. So, what was the agreement? What were y'all going to
3 do with the \$100,000?

4 A. We were going to retire and live life.

5 Q. All right. Now.

6 A. We worked our ass off for that store fourteen years.
7 She did. I did, too. That convenience store was not no
8 easy business.

9 Q. And y'all worked side by side?

10 A. Side by side, getting up 5:00 every damn morning, yes,
11 sir. Excuse me, sir.

12 Q. Jimmy, at some point in time, was there a lot next
13 door?

14 A. Yes, sir.

15 Q. Why was the lot next door purchased?

16 A. The lot, if you're talking thinking about the lot I'm
17 thinking about, it's the one we purchased to put the gas.

18 Q. 820 Meeting.

19 A. Yes, that was purchased. We bought the house. We'd
20 been talking about gas and we said, well, we'll rent it for
21 a while. We put a couple crack heads in there. That
22 didn't work very well, so we said let's go on, do that gas.
23 So, that was -- it was actually -- we talked about doing
24 gas because I remember Debbie was -- borrowed money from
25 the leasing company some kind of way enough though it

1 wasn't the best way to get it, but she told that, but she's
2 -- but they approved us. We were up -- we were down in
3 Five Points having a blast. We were so excited we were
4 going to be able to get that. I thought it was \$200,000.
5 She said 130, then that, that's -- she's got proof of it,
6 so I guess that's what it is. But we were damn celebrating
7 because we, we had met the gas guy there, the Mansfield Oil
8 Company. I'll never forget it. We were happy.

9 Q. Did you help negotiate the deal for the gas?

10 A. Sure. I talk to that man all the time. Absolutely.
11 His name is Steve Prentiss. Absolutely.

12 Q. And he's with what company?

13 A. He was with Mansfield Oil Company at the time.

14 Q. How much had y'all paid for the next door, 820 Meeting
15 Street?

16 A. Well, she said a while ago. I didn't remember, but
17 she said 82.5. So, I'm sure she knows.

18 Q. Do you know where that money came from?

19 A. I know she borrowed it.

20 Q. All right.

21 A. I think she might have refinanced her house. I, I'm
22 not sure, but she bought it, yes, sir.

23 Q. And the money from the gas pumps, where did it come
24 from?

25 A. That was from the leasing company.

1 Q. And when the, when the pumps and the tanks and the
2 canopy went in, how did that impact the business at
3 Jimmy's?

4 A. It did help tremendously. It really -- it brought a
5 lot more traffic. We started cashing checks. It did so
6 well -- I told Debbie I'm not sure we're going to be able
7 to make all these payments, but we -- every damn payment
8 was paid out that store. We paid that thing off.

9 Q. When you say every payment was paid out of that store,
10 what do you mean?

11 A. All these loans that she's put in her name, all those
12 payments were made from the proceeds of Jimmy's Citgo, or
13 maybe I gave her some cash from video sometime, but most of
14 it was from the proceeds of Jimmy's Citgo.

15 Q. And ultimately were those loans paid off?

16 A. Absolutely. Debbie pays her bills.

17 Q. Where did y'all borrow the money? What, what leasing
18 company did you borrow the money from?

19 A. Debbie has that answer. I don't -- I can't remember,
20 sir. It was some place up, up north. I can't remember, or
21 Minnesota. I can't remember. I'm sorry.

22 Q. Now, what was your understanding as to the ownership
23 of these properties?

24 A. My understanding, that we were the partners. We were
25 together. I mean, I had this stuff before she came. I

1 just turned it over to her, said okay, now you can have it
2 all. I don't think so. I mean, that'd be stupid on my
3 part, wouldn't it? I mean, we were in love. We were, we
4 were -- anyway, we were partners, sir. She can deny it all
5 she wants. She knows we were, so.

6 Q. All right. Let's talk about what happened with the
7 convenience store. You say you sold the business to Mr.
8 Patel.

9 A. Yes, sir.

10 Q. Well, if he has the business, what's happened to the
11 real estate?

12 A. Debbie still has it.

13 Q. Who occupies the real estate?

14 A. Mr. Patel is running the store. Is that what you're
15 asking me?

16 Q. Yeah.

17 A. Yeah, Mr. Patel, he still leases it.

18 Q. Oh. He leases it?

19 A. Yes, sir, he leases it. Yes, sir.

20 Q. How much money is Mr. Patel leasing the store?

21 A. I know the first year or two he had to pay \$4,800 a
22 month, but I know he paid it off in two or three years,
23 maybe a three-year loan. I think it's 36, \$3,800 now, best
24 of my recollection. I was at the close. I'm a witness to
25 the close of the -- when we sold the store to him.

1 Q. Since y'all separated, have you gotten any money from
2 the rent?

3 A. Not one, not one red cent. Not a penny.

4 Q. Have you gotten any of the money Mr. Patel paid?

5 A. Not a penny.

6 Q. On the owner financing?

7 A. Not one red cent, sir.

8 Q. Have you asked for it?

9 A. I just asked Debbie to put me on the deeds and when
10 everything broke out, we'd sell, split everything, go down
11 the middle. That's what, that's what I tried to do.

12 Q. And she wouldn't do that?

13 A. Said no, emphatically no.

14 Q. What, if any, accounting has she ever given to you for
15 your half of the partnership?

16 A. None, none whatsoever, but she keeps good records, so
17 she's got, she's got records, I promise you. She keeps
18 good records.

19 Q. Have we been provided any of them?

20 A. You told me not.

21 Q. Now, there was some money realized from a lawsuit.

22 Can you tell me what the lawsuit was about?

23 A. Yeah. When we put the gas pumps in, everything was
24 brand new. We probably hadn't been open six months, and
25 someone had complained that they had got gas -- I mean,

1 water in their tank from our gas, and I thought it was a
2 bunch of bull. But, anyway, they went to the dealer and
3 they sure did. It was two different cars. So, we called
4 the people that put the pumps in. It took them forever to
5 find it. They finally had to get a color camera.

6 What it was, the water table had got so much, so much
7 rain -- it might have been during that flood time. I can't
8 remember now. But somehow or another, it got little small
9 leak. It took them probably a year to find it. We -- so,
10 we lost a lot of money during that time. Couldn't even
11 sell gas, but they finally found it with a color -- so,
12 anyway we, we asked them to make retribution. They
13 refused, bah, bah, bah. So, we sued them. So, we end up
14 going to an arbitrator and we got \$100,000.

15 Q. Did, you testify at that hearing?

16 A. I did.

17 Q. And did Debbie testify?

18 A. She did.

19 Q. Who was the lawyer that represented ---

20 A. Gary Popwell represented us on that one.

21 Q. And the \$100,000, when it came in, what was done with
22 it?

23 A. I was told that -- Debbie told me that she had bought
24 -- put -- another CD. We would have something for when we
25 live ever after.

1 Q. And have you ever been given any accounting,
2 accounting as to what happened to that CD?

3 A. No, sir.

4 Q. Have you ever been given any accounting as to what
5 happened to the money?

6 A. No, sir.

7 Q. Do you claim that you own half of it?

8 A. Absolutely do.

9 Q. Why?

10 A. Because that was mine. That was half -- I mean, that
11 was half mine as much it was hers. I -- actually, I, I
12 think I have more than she does invested in the thing. I
13 was there two -- hell, I put over \$100,000 -- I put a
14 walk-in cooler in that thing, restocked it. When I bought
15 the store for \$18,000, a convenience store, it's not very
16 much stock in it. I put about 40,000 more dollars worth of
17 stock in it. I think I deserve more than that, to be
18 honest with you, sir.

19 Q. To your knowledge, at the time you and Debbie
20 separated, was that money still there?

21 A. To my knowledge? Yes, sir.

22 Q. Now, there's a boarding house we've talked about.

23 A. Yes.

24 Q. You know what I'm talking about?

25 A. Yes, sir. Absolutely.

1 Q. What street is that on?

2 A. It's in Shull Street.

3 Q. Can you please describe that boarding house?

4 A. It's a old house; it's a old, tin-roof house. Pretty
5 neat old house actually. We turned -- we made it into
6 three different rooms with a common kitchen area. We
7 started renting rooms out, three different rooms at \$125 a
8 week.

9 Q. So ---

10 A. It was always rented, always rented. Transients
11 coming and going.

12 Q. And it was brining in how much money a month?

13 A. I think Debbie told me one time after lights and, and,
14 and the heat, whatever, air-condition -- because that, that
15 included all that -- I think it was netting about \$1,000 a
16 month.

17 Q. What did y'all pay for the boarding house?

18 A. \$50,000.

19 Q. Where did the money come from?

20 A. I negotiated the deal with the lady that I bought it
21 from. I can't remember her name now. Sir?

22 Q. You negotiated the deal?

23 A. I negotiated the deal because we thought it was a good
24 buy because it backed up to our store. You got Meeting
25 Street here and there's Shull Street, so it's all the way

1 through. So, we thought it was a very good investment. I
2 still think it is, yeah. Yes, sir.

3 Q. What did y'all pay for it?

4 A. \$50,000.

5 Q. Where did the money come from?

6 A. Debbie got another loan for that, but I gave her
7 \$14,000 out of this lake money that you talked -- you keep
8 reminding me about, where'd the lake money go. It was
9 pretty time -- during that time that I got, got -- sold,
10 sold my lake house and got the proceeds from that.

11 Q. And whose name was the, was the boarding house titled
12 in?

13 A. Debbie Willing again.

14 Q. If you put \$14,000 in it, how come it was titled in
15 Debbie's name?

16 A. Same thing. I just tried to protect, protect our, our
17 interest so, you know, so if anything ever happened.

18 Q. What was the understanding about your, your ownership
19 interest in that?

20 A. Well, she knew if we did it together, I mean, it -- I
21 sure thought she knew it.

22 Q. Knew what?

23 A. That we were together. We were partners. Everything
24 we did was partners, everything we bought together. I
25 mean, you know.

1 Q. Is it now paid for?

2 A. I don't know. I heard her say no, so I, I don't know.

3 Q. Have you had any money out of that boarding house at
4 all?

5 A. No, sir. No, sir.

6 Q. Now, there was a piece of property on -- at 1900
7 Osceola Street, right?

8 A. Correct.

9 Q. Who, who, who bought that?

10 A. Debbie bought that.

11 Q. Was it part yours?

12 A. Well, I didn't -- on that deal, I didn't, I didn't get
13 involved with her. She just asked me to talk to the old
14 man to see if I could get him to cut her a deal. And,
15 anyway, he wanted 50,000. That's all he would take. So,
16 was that part mine? We were together. I would think so
17 because I put a lot of money remodeling it. Like she said,
18 we extended the outside. We did some stuff to the kitchen.
19 It's a small house.

20 Q. Was it rented?

21 A. Yeah. It was a good rental, yes, sir.

22 Q. How much money did you put in that house?

23 A. I put a fence around it. We did, we did some roofing.
24 We did a lot of stuff to that old house. I, I don't know.
25 Maybe, maybe 15, \$20,000 maybe. Maybe, maybe 10. I, I

1 can't remember, sir.

2 Q. How much did y'all pay for it?

3 A. She paid 50,000 for it. I remember that.

4 Q. Now, 1905 Osceola was placed in your name?

5 A. Yes, sir.

6 Q. How come?

7 A. I don't really know. I wish I could answer that
8 question. We were -- when the lady had came by, her name
9 was Dallas -- no, Ms. Ball. I can remember her last name
10 was Ms. Ball. I'm thinking about Dallas Ball, attorney.
11 Anyway, Ms. Ball, and she had been renting it out and
12 having a lot of trouble collecting rent or something. And
13 me and Debbie said, well, won't, won't you -- why don't you
14 -- you ought to, you ought to buy that house. I said I
15 don't want that old damn house. She said you ought to buy
16 it. It'll be a good investment. So, I said okay. Well,
17 I'll buy the house. I said how much you want for it. So,
18 the lady told me 27.5.

19 So, I remember I gave her \$10,000 down and financed
20 the rest. It was 17.5 balance, but I put some money in it.
21 But Debbie helped me redecorate, redo all kind of stuff
22 with it. So, I don't know. I, I think Debbie planned to
23 get rid of me to give me a place to stay later, just be
24 honest with you.

25 Q. When y'all separated, is that where you moved?

1 A. I did. I moved right across the street, yes, sir.

2 Q. And did you ultimately sell that house?

3 A. Yes, sir, I did.

4 Q. And how much did you get for it?

5 A. I got \$60,000.

6 Q. And as far as you're concerned, is she entitled to
7 half the ---

8 A. Absolutely.

9 Q. --- profit?

10 A. Absolutely.

11 Q. Now, there was a thing called M.J. Party Shop.

12 A. Yes.

13 Q. Did y'all own that together?

14 A. Yes, sir, we did.

15 Q. Did you make any money ---

16 A. Video ---

17 Q. --- on M.J. Part Shop?

18 A. Video poker machines, we made a lot of money.

19 Q. I'm talking about the party shop. Do you make any ---

20 A. About, about break even.

21 THE COURT: Where was the location of that party shop?
22 What street?

23 WITNESS: Highway 378.

24 THE COURT: What?

25 WITNESS: Highway 378.

1 THE COURT: Okay.

2 WITNESS: It's Crouch's, Crouch's Party Shop.

3 THE COURT: All right.

4 WITNESS: On the way to Lake Murray on the left.

5 Right past on Dooley's. Right past on Dooley's on the
6 right, up on the left.

7 BY MR. MOORE:

8 Q. But you bought it, sold it, it was y'all's together,
9 but you made no money?

10 A. Well, we made money in the video business, yes, sir,
11 but no money in the, in the -- broke about even.

12 Q. All right. Did, did y'all ever intermingle the video
13 poker money with the house money with convenience store
14 money?

15 A. Absolutely. When the, when the store would get in
16 trouble, didn't have no money, she knew I put money in
17 that, which they needed money. I heard her say one time we
18 almost lost the lottery. Yeah, I had to, I had to feed the
19 lottery to get it back because somebody stole a bunch of
20 damn tickets from us. I'm the one that had to put the
21 money in to catch it up so we wouldn't lose our license.

22 Q. All right. Was there Facebook stock in both names,
23 Facebook stock in ---

24 A. I -- yeah, I heard, I heard you. I'm trying -- I
25 can't remember it was in both names or not. I can't, I

1 can't remember.

2 Q. All right. All right.

3 A. It, it, it should, it should be but I, I can't
4 remember.

5 Q. So, right now we're talking about Jimmy's Citgo, the
6 lot next door to Jimmy's Citgo, two certificates of
7 deposit, the boarding house, the money from the boarding
8 house, 1900 Osceola, the Harbour Watch lot, the rent, the
9 CDs, and the payments from Mr. Patel?

10 A. That's correct.

11 Q. That's what we're talking about in this case?

12 A. That's correct. Yes, sir.

13 Q. I just want to go over these exhibits with you really
14 quickly.

15 A. Okay. Could I get some water?

16 Q. Very, very briefly. Do you want some water?

17 A. Yes, sir, if you don't mind.

18 (A PAUSE.)

19 Q. We're talking here Exhibit Number 1. That's a picture
20 of what?

21 A. This is where we lived, 1904 Osceola Street.

22 Q. Is that before or after the work got done?

23 THE COURT: Slow down, Mr. Moore. Let me find these
24 exhibits.

25 A. This, this is after the work.

1 Q. All right, that's 1904 Osceola?

2 A. 1904 Osceola, yes, sir.

3 Q. All right. Exhibit 2.

4 A. This is 1900 Osceola.

5 Q. Exhibit 3.

6 A. I forget that. It's either 812 or 809 Shull Street.

7 I can't remember.

8 Q. The boarding house?

9 A. The boarding house, yes, sir.

10 THE COURT: What street is this on again?

11 MR. MOORE: The one on Exhibit 3 is on Shull Street,
12 Your Honor. It's right behind the convenience store.

13 THE COURT: All right. Is that near Valley Park?

14 Where is it?

15 WITNESS: No, sir. It's on Meeting Street.

16 THE COURT: Oh, it's in West Columbia. Everything is
17 in West Columbia?

18 WITNESS: West Columbia, yes, sir.

19 THE COURT: Okay.

20 WITNESS: Except the Osceola. That's over in
21 Rosewood, Columbia.

22 BY MR. MOORE:

23 Q. Exhibit Number 4, what does that show?

24 A. This is the store, Jimmy's Citgo.

25 Q. Does it have -- does that show one lot or two lots?

1 A. That shows two lots.

2 Q. All right. The store's on one lot, the pumps on the
3 other?

4 A. That's correct. Yes, that's correct.

5 Q. Exhibit Number 5, what are these?

6 THE COURT: Mr. Moore, all I have up here ---

7 A. Yes, sir.

8 THE COURT: --- for Exhibit Number 5 is a letter. I'm
9 missing something.

10 MR. MOORE: I'm sorry, Your Honor.

11 THE COURT: That's all right. Let me take a glance at
12 it.

13 WITNESS: This is our E*TRADE account that we opened
14 up.

15 MR. MOORE: All right. Your Honor, if I can hand this
16 up?

17 THE COURT: This is what I have for Exhibit 5. Is
18 there anything additional to it?

19 MR. MOORE: Your Honor, Exhibit 5 is actually -- is
20 that.

21 THE COURT: Well, take a look at it.

22 MR. MOORE: Yes, sir, there's, there's, there is a ---

23 THE COURT: Show -- you seen this, Ms. Jeffries?

24 MS. JEFFRIES: That's what I have as Exhibit 5.

25 THE COURT: Okay. I just don't have it.

1 MS. JEFFRIES: But I have, I have the E*TRADE but not
2 as 5.

3 MR. MOORE: All right.

4 THE COURT: This is the E*TRADE?

5 MR. MOORE: It's the E*TRADE.

6 THE COURT: Okay. Go ahead. Keep going.

7 BY MR. MOORE:

8 Q. And it's in both names, right?

9 A. Yes. It's in my and her name together, yes. Yes,
10 sir.

11 Q. Number 9, what is this, Jimmy?

12 A. That's just a copy of my SCE&G. I forget what the
13 letter was about. I guess good standing or something.

14 Q. But the ---

15 A. The SCE&G's been in my name since I bought the store.

16 Q. All right.

17 A. I mean, the electric company, yeah.

18 Q. And Number 10 is what?

19 A. Number 10 is a phone bill, yes, sir.

20 Q. Whose name is it in?

21 A. My name.

22 Q. That's for, that's for the store?

23 A. Yes, sir, for the store, yes, sir.

24 Q. All right. Jimmy, how many good years did y'all have?

25 A. Probably the first nine or ten were, were really, were

1 really good. We, we was battling some children, but other
2 -- yeah, me and Debbie did, we had a really -- like she
3 says, started to get volatile the last four or five years
4 we were together.

5 Q. How much you getting every month from Social Security?

6 A. I get -- I think it's 1,711 now. I took early
7 retirement because I needed it. My number two -- I had
8 minor children I was still raising. So, I got money for
9 them. And of course they're past the age now, so.

10 Q. When you met Debbie, how were you fixed financially?

11 A. I wasn't in good shape. I'd got divorced, separated.
12 Wasn't happy. Mad at the world. Spent a -- blew a lot of
13 money. I wasn't in good shape at all, no, sir.

14 Q. Did the divorce mess you up emotionally?

15 A. I'd don't like to be a weak person, but it did, yeah.

16 Q. Did Debbie help you recover from some of that?

17 A. Absolutely. Yeah, she was a big, big help to me.

18 Q. Did she have emotional problems from her divorce?

19 A. With her divorce?

20 Q. Divorce.

21 A. I don't think so, no.

22 Q. Did you help her?

23 A. I didn't see any emotions about it but, I mean, I'd
24 help her if she needed it. I didn't see her -- Debbie's,
25 Debbie's tough gal.

1 MR. MOORE: I don't have any further questions. Thank
2 you, Your Honor.

3 THE COURT: I'm going to give you -- let's take a
4 break.

5 WITNESS: Can I get that water, please?

6 THE COURT: He's been on for about an hour. We'll
7 take a break and then you can cross, all right?

8 MS. JEFFRIES: Your Honor, what time will we end for
9 today?

10 THE COURT: Well, what time is it now? It's 3:30.
11 I'll let you do his cross, and we'll stop after that
12 unless ---

13 MR. MOORE: That's fine.

14 MS. JEFFRIES: I, I may not -- I mean, if -- are we
15 ---

16 THE COURT: What? Well, you tell me what you need.
17 You tell me what you need, and I'll try to help you.

18 MS. JEFFRIES: I just wonder if it would be better
19 if we just started -- because I don't know if I'll be done
20 at ---

21 THE COURT: I'd rather go through his ---

22 MS. JEFFRIES: Okay.

23 THE COURT: --- cross-examination this afternoon and
24 get it over with.

25 MS. JEFFRIES: Okay.

1 THE COURT: Okay? Nothing personal.

2 MS. JEFFRIES: Okay.

3 THE COURT: But I think it's best to go ahead and do
4 it now.

5 MS. JEFFRIES: No problem.

6 THE COURT: And my guess is it's going to take you
7 thirty minutes or so. If it's longer than that, we can
8 stop, okay?

9 MS. JEFFRIES: It may be longer than that.

10 THE COURT: I don't care.

11 MS. JEFFRIES: Okay.

12 THE COURT: But we're going to start it.

13 MS. JEFFRIES: Okay. That fine.

14 THE COURT: Whether we finish it or not.

15 MS. JEFFRIES: Okay.

16 (OFF THE RECORD.)

17 THE COURT: Is everybody ready?

18 MS. JEFFRIES: Yes, Your Honor.

19 THE COURT: Ms. Jeffries, you may cross-examine.

20 MS. JEFFRIES: Thank you.

21 CROSS-EXAMINATION BY MS. JEFFRIES:

22 Q. Mr. Helms, you and Debbie were together for thirteen
23 years?

24 A. Closer to fourteen, yes, ma'am.

25 Q. All right. When you met Debbie, you had owned a home

1 on Harbour Watch. Is that right?

2 A. No. I owned a home on Lakeshore Drive.

3 Q. I apologize, Lakeshore?

4 A. Yes, ma'am.

5 Q. You had owned a home at Lakeshore?

6 A. Yes, ma'am.

7 Q. That home was titled in your name ---

8 A. Yes, ma'am.

9 Q. --- wasn't it?

10 A. Yes, ma'am.

11 Q. There was a mortgage in your name, wasn't it?

12 A. Yes, ma'am.

13 Q. All right. Now, why is it that it was okay for you to
14 have property titled in your name then but it wasn't okay
15 for you to have property ---

16 A. Because ---

17 Q. --- titled in your name ---

18 A. Because I had it ---

19 Q. --- once you began the relationship?

20 THE COURT: Stop. Stop. Stop. Slow down a little
21 bit. Give her a chance to ask the question. You both
22 can't talk at the same time. She'll be mad with me if I
23 let this continue, all right? Just relax.

24 Sorry. You may continue.

25 BY MS. JEFFRIES:

1 Q. Why was it okay, sir, for you to have property titled
2 in your name before the relationship with Debbie, but then
3 after the relationship with Debbie, it's a problem it's all
4 being titled in her name?

5 A. Because it was in my first -- my second wife's name
6 before that. In our divorce agreement, she titled it back
7 in my name.

8 Q. But you agree with me, sir, you had property titled in
9 your name ---

10 A. Not at that time, no, ma'am. Yeah, I did when me and
11 Debbie got together, but I'm saying we got ---

12 THE COURT: Too close to the microphone. Back up a
13 little bit.

14 A. I'm saying after me and Sandy got divorced, I had it
15 retitled in my name, yes, yes, ma'am.

16 BAILIFF: Sit back.

17 THE COURT: Just a little bit.

18 BY MS. JEFFRIES:

19 Q. So, so, you agree with me, sir, that you had property,
20 real property, titled in your name before you met, before
21 you met Debbie?

22 A. Well, I'd met her before but yes, ma'am, I did. Yes,
23 ma'am.

24 Q. And it was okay for you to have that property titled
25 solely in your name, wasn't it?

1 A. I wasn't really thinking about it, but I guess you're
2 right, yes, ma'am. Right at that ---

3 Q. And you were ---

4 A. Well, actually let me finish.

5 Q. Go ahead.

6 A. Because I was probably going to -- I was going to put
7 it in my daughter's name later down the road.

8 Q. But you didn't.

9 A. I told you I was in illegal activity, ma'am. I just,
10 I just got divorced. Anyway, go ahead. You're right.
11 Yes, ma'am.

12 Q. All right.

13 A. It was titled in my name, yes, ma'am.

14 Q. And you had a mortgage on the house at ---

15 A. Yes, ma'am.

16 Q. --- Lakeshore?

17 A. Yes, ma'am.

18 Q. All right. You develop this relationship with Debbie
19 some time in 2002 or 2003. Is that right?

20 A. That's right. Yes, ma'am.

21 Q. All right. Debbie and her kids move into the house at
22 Lakeshore?

23 A. Yes, ma'am.

24 Q. And then you're behind on your mortgage payments,
25 aren't you, when they move in?

1 A. I said that earlier, yes, ma'am. I said I was in
2 trouble, yes, ma'am.

3 Q. And, in fact, you were dead busted. Your words,
4 right?

5 A. I wouldn't say dead busted. I had some friends I
6 could borrow money from, but I wasn't in good shape, yes,
7 ma'am. To answer you question, I was not dead busted.

8 Q. We can come back to that. You agree with me that
9 Debbie paid \$15,000 at least to the mortgage company -- let
10 me get the question out. Debbie paid at least \$15,000 to
11 the mortgage company that held the mortgage on Lakeshore?

12 A. Totally agree. She stayed there herself also.

13 Q. You never paid her back, did you?

14 A. Ma'am, do you know how much money I gave that lady?
15 Really?

16 THE COURT: The answer, the answer is ---

17 WITNESS: I'm sorry. Sorry.

18 THE COURT: --- yes or no.

19 WITNESS: Sorry, sir. Sorry.

20 THE COURT: The answer is yes or no. Then you can
21 answer.

22 WITNESS: Yes, sir. I see. Yes, sir.

23 THE COURT: That's all right.

24 BY MS. JEFFRIES:

25 Q. You never paid her back that 15,000?

1 A. Yes, I did.

2 Q. When did you pay back the 15,000?

3 A. Numerous times.

4 Q. You paid \$15,000 back numerous ---

5 A. Maybe not on one hunk, but no, I paid her back plenty
6 of times, yes.

7 Q. All right. The home on Lakeshore goes into
8 foreclosure in 2009, doesn't it?

9 A. Almost.

10 Q. There is a foreclosure action that was filed in
11 Lexington County, wasn't it?

12 A. Yes, ma'am.

13 Q. All right, and the foreclosure action was filed in
14 2009 because you were not paying the mortgage on time, were
15 you?

16 A. No, ma'am.

17 Q. Okay. So, you agree with me that in 2009, you were
18 not timely paying the mortgage at Lakeshore?

19 A. I agree. Me and Debbie -- can I tell you why?

20 Q. No.

21 A. You don't want to know why? Never mind. Of course
22 not.

23 Q. And the foreclosure action was filed?

24 A. Yes, ma'am.

25 Q. All right, in 2009. So, you were not paying the

1 mortgage at Lakeshore?

2 A. No, ma'am.

3 Q. All right. Why were you not paying the mortgage at
4 Lakeshore?

5 A. Because me and Debbie discussed we'd just let them
6 have it back. The payments was too much. It was me and
7 her there at the time. That's why.

8 Q. All right. You've been married how many times, sir?

9 A. Twice. I think three times with her common-law, but
10 y'all say no, so.

11 Q. Okay. Well, who were your previous -- what are the
12 names of your previous wives?

13 A. First wife was Sherrie. Maiden name or?

14 Q. Full names.

15 A. Sharon Ann Caulder Helms and Eileen Sandy Helms.

16 Q. You didn't have any other marriages prior to Sharon?

17 A. No, ma'am.

18 Q. All right, and what were the bases for divorces on
19 those prior relationships?

20 A. Adultery the first one.

21 Q. Who committed adultery?

22 A. Me.

23 Q. Okay.

24 A. Second one, Karma got me. My second wife committed
25 adultery on me.

1 Q. Okay, Sandy committed adultery on you?

2 A. That's true.

3 Q. All right. You did not always hold yourself out to be
4 husband to Debbie, did you?

5 A. What -- do you think I'm just being her friend? I
6 mean, what, what are you trying to ask me? I don't
7 understand the question. I mean, we were boyfriend,
8 girlfriend, yes. I mean, we lived together all those
9 years. I mean, we, we were -- we had planned a life
10 together, ma'am. That's the best way I can answer it for
11 you.

12 Q. All right. You were ---

13 A. But we were not married. Yes, ma'am, you're right.

14 Q. But you did not always hold yourself out to be her
15 husband. You, you sat here today ---

16 A. Why would I not hold myself out to be her husband?
17 What are you say -- what's your point? I don't understand.
18 How do you mean I didn't hold myself out to be her husband.

19 Q. You ---

20 A. I drove her -- I took her to the hospital when she got
21 sick, sitting in the emergency room for hours.

22 THE COURT: Please stop, both of you. Calm down a
23 little bit.

24 Did you ever go out in public and say this is my wife?

25 WITNESS: I have said that before.

1 THE COURT: Did you do it routinely?

2 WITNESS: Not routinely, no.

3 THE COURT: Now let's move on.

4 MS. JEFFRIES: All right.

5 BY MS. JEFFRIES:

6 Q. And when you filed your tax returns, you filed as a
7 single person, right?

8 A. Yes, ma'am.

9 Q. All right, and you testified to this previously at
10 your deposition. Do you recall that?

11 A. Yes, ma'am, I do.

12 Q. December ---

13 A. I don't recall what you're going to ask, but I recall
14 the deposition, yes, ma'am.

15 Q. December of 2016?

16 A. I do remember a deposition.

17 Q. All right.

18 A. Yes, ma'am.

19 Q. Let's talk a little bit about your testimony then and
20 now. You agree with me that you will -- you do things that
21 are convenient for you, Mr. Helms?

22 A. I do not agree with you on that.

23 Q. All right. So, so, you, you don't take actions and do
24 things that are ---

25 A. Like self -- like self -- like selfish things? Is

1 that what you're asking me?

2 Q. Yes, sir.

3 A. No, ma'am, I do not.

4 Q. Okay. All right.

5 A. I'm actually a very carrying person.

6 Q. All right. If you could, let's take a look at your
7 deposition testimony.

8 MS. JEFFRIES: And I believe, Your Honor, you have it.

9 THE COURT: I do. What page?

10 MS. JEFFRIES: Page 11.

11 BY MS. JEFFRIES:

12 Q. Here you go. I'm on page 11. Let me know when you
13 get there, Mr. Helms.

14 A. Okay. I'm there, ma'am.

15 Q. My question to you ---

16 THE COURT: What line?

17 MS. JEFFRIES: Line 1.

18 BY MS. JEFFRIES:

19 A. Okay.

20 Q. My question to you is: Why did you do that if you and
21 Debbie were married?

22 What was your answer?

23 A. Why did I do what?

24 Q. What was your answer?

25 A. Well, what's -- that's not really a question. You say

1 why did I do that.

2 Q. I'm reading from the ---

3 A. What is what is that?

4 Q. I'm reading from the transcript, sir. Just ---

5 A. I said: Well, to be honest with you, I was in the
6 gambling business. So, we always agreed that if
7 anything was in the video poker business in the
8 state or anything was ---

9 Must have went wrong, I guess, but that's what it
10 says. Sorry. And you said: Right.

11 COURT REPORTER: Repeat that, please. I can't hear
12 you.

13 A. I said: Well, to be honest with you, I was in the
14 gambling business. So, we always agreed that if
15 blank if anything blank I was in the video poker
16 business in the state.

17 THE COURT: And you're going to have to sit closer to
18 the microphone now because the court reporter can't quite
19 hear you.

20 WITNESS: I'm sorry. You still can't hear me?

21 THE COURT: Come up. Yeah.

22 WITNESS: I'm sorry.

23 BY MS. JEFFRIES:

24 A. All right: Well, to be honest with you, I was in the
25 gambling business. So, we always agreed that if

1 blank anything blank I was in the video poker
2 business in this state.

3 Q. My question I said then was: Right. Then what was
4 your answer?

5 A. I was always -- I was also a bookmaker in the
6 state. I have a federal gambler's stamp to do
7 so.

8 Q. And I said: Okay. And then what was your answer?

9 A. It -- and if anything ever went bad as far as the
10 federal government, somebody come in to check
11 out, we put everything in her name so we couldn't
12 lose everything.

13 Q. What did you mean by that, Mr. Helms?

14 A. Well, let's just use a big word: racketeering maybe.

15 Q. Okay. What did you -- what did -- your answer is ---

16 A. I'm using the word racketeering.

17 Q. Okay. So, what did you mean when you stated that
18 response at your deposition?

19 A. I don't know because it, it says that. I don't know
20 what -- I'm -- you let me go the next page back, what you
21 asked me, I might could tell you because I don't -- look,
22 the question you asked me is why did you do that. Well, I
23 don't know what that is. It's the next page. There must
24 be another question back here behind there. Can I read
25 that one?

1 Q. I'll come back to it, sir. Why did you agree for the
2 transfer on 812 Meeting Street to take place?

3 A. Transfer of what?

4 Q. The real property, sir.

5 A. Okay. So we could borrow money to buy the gas. I
6 just -- I -- to buy the gas, the equipment to put gas in.

7 Q. Okay.

8 A. So Debbie would have a stronger borrowing power.

9 Q. Okay. Go with me to page 37 of your deposition, sir.

10 A. Okay. I'm there.

11 Q. All right. Actually, let's go to page 35, line 24.

12 A. You want me to read the question?

13 Q. My question to ---

14 A. Oh.

15 Q. --- you was: Is it correct that when you refinanced
16 812 Meeting Street, that you deeded that property
17 over to Debbie?

18 What was your answer?

19 A. I think I would have had to, yes, ma'am.

20 Q. All right. I asked you if anyone threatened, forced,
21 or coerced you to deed that property over, and what was
22 your answer?

23 A. No. No, ma'am. No.

24 Q. Okay. I asked you: Is it correct that you would not
25 qualify for the loan?

1 Line 19. What was your answer of line 21?

2 A. I said: I might not have qualified for the loan,
3 but it was more about me being in the gambling
4 business, I think.

5 Q. And I say: Okay. And then what was your answer?

6 A. But it would be correct, yes, ma'am.

7 Q. And then my question was: So, it was more about you
8 being in the gambling business? What does
9 that...

10 And then trailed off. What was your answer?

11 A. You mean the next? Okay: Any liens?

12 Q. I'm on -- we're on page 37, sir, line 3. What was
13 your answer?

14 A. Oh, line 3? I'm sorry: I think I would have had to,
15 yes, ma'am.

16 Q. We're on page 37, line ---

17 A. I'm sorry.

18 Q. --- 3, sir.

19 A. I'm sorry. I'm sorry. All right, you said line 3?

20 Q. Yes, sir.

21 A. Probably, probably a majority of the two, of
22 the two issues, you know.

23 Q. My question was: How does.

24 A. Yes, ma'am.

25 Q. And then your answer was?

1 A. I just went through a divorce. I was dead
2 busted, yes, ma'am. Yeah, probably so, yes,
3 ma'am.

4 Q. And I asked you: How does being in the gambling
5 business affect how the property is titled?
6 And your answer was?

7 A. I just said: Title. Question mark. I guess I didn't
8 understand the question.

9 Q. And I said: Whether it's in your name, her name, why
10 does that matter? What is it -- what does being
11 in the gambling business have to do with this?
12 And what was your answer?

13 A. Well, if the gambling business is illegal in the
14 State of South Carolina, let's say the government
15 came in and, you know, they might take our
16 property, right?

17 Q. All right. So, I ask you again. With respect to
18 812 ---

19 A. Yes, ma'am.

20 Q. --- is it your testimony, Mr. Helms, that you deeded
21 the real estate to 812 Meeting Street to Debbie Willing so
22 that that property would not be the subject of any seizure?

23 A. That, that, and also to have more borrowing power,
24 yes, ma'am, I do agree.

25 Q. Sir?

1 A. Yes, ma'am, I do agree, and more borrowing power.

2 Q. Okay. Now let's talk about L&D Enterprises, okay?

3 A. Okay.

4 Q. When did you incorporate L&D?

5 A. Probably, probably '99 or 2000 early. I bought the
6 store, I think, in late '99. 2000 probably, yes, ma'am.

7 Q. Before you met Debbie?

8 A. Oh, yes, ma'am.

9 Q. All right, and you were involved in gambling and
10 gaming before you met Debbie, right?

11 A. Yes, ma'am. Absolutely.

12 Q. All right, and this corporation was titled in your
13 name before you met her?

14 A. No, ma'am. It was -- I had it in my, I had it in my
15 daughter's name.

16 Q. Okay. So, who owned L&D because there's so much
17 confusion about that.

18 A. I don't think anybody owns L&D. I think L&D is just a
19 -- if I -- maybe, maybe, maybe it is owner -- I mean, I
20 don't know exactly how to explain it. L&D is just a -- I
21 was advised by a lawyer LLC protects you if you get sued or
22 something like that. So, that's the way I did it, but I
23 still put it in my daughter's name.

24 Q. Okay, you put L&D Enterprises in what daughter's name?

25 A. Christa Wilks.

1 Q. When did you do that, sir?

2 A. Had to be, had to be that same year I just told you,
3 2000. Had to be.

4 Q. All right. So in 2000, you put L&D in Christa's name?

5 A. And my -- one of my sons is a vice president, yes,
6 ma'am.

7 Q. Your son, he was a vice ---

8 A. President, yes, ma'am.

9 Q. --- president?

10 A. Yes, ma'am, just...

11 Q. What did they do for L&D Enterprises?

12 A. My daughter used to work here at the courthouse.

13 Q. Well, what did they do for L&D Enterprises?

14 A. They didn't do noting. They were just figureheads.

15 Q. Okay. So, so, was there a document, sir, that
16 established Christa Wilks and Michael Wilks ---

17 A. Oh, yeah, yeah.

18 Q. --- as officers?

19 A. Yes, ma'am. Yes, ma'am.

20 Q. All right, and you created that document?

21 A. I had Robin Alley create that document.

22 Q. All right.

23 A. The attorney.

24 Q. All right. So, you created L&D Enterprises, gave it
25 to your daughter, Christa?

1 A. Uh-huh.

2 Q. For Christa to own it?

3 A. Yes, ma'am.

4 Q. Okay. So, Christa was the owner of L&D Enterprises?

5 A. L&D Enterprises, yes, ma'am.

6 Q. Not Jimmy Helms?

7 A. Jimmy Helms owned the property.

8 Q. Jimmy Helms owned the real estate?

9 A. Owned the real estate, yes, ma'am.

10 Q. Okay, and am I correct that Jimmy Helms owned that
11 real estate when he purchased it, that you owned it when
12 you purchased it from Al Landers?

13 A. Yes, ma'am, I did.

14 Q. All right, and when you purchased it from Al Landers,
15 was that roughly in May of 2000?

16 A. Yeah, I think you could be correct. It was some time
17 in 2002, yes, ma'am.

18 Q. Okay. All right, and when you purchased the real
19 estate from Al Landers in 2002, had you already begun a
20 relationship with Debbie or not?

21 A. It was -- wasn't too far after that. It was -- I
22 think it was later in the winter months, I guess. I can't
23 remember exactly.

24 Q. All right.

25 A. It was late -- it was later in the fall or winter, I

1 think, yes, ma'am.

2 Q. All right. So, you didn't own that store for about
3 eight months before you got together with Debbie. Isn't
4 that correct?

5 A. No. I paid -- I leased, I leased the store from Al
6 Landers.

7 Q. When ---

8 A. I had the store, yes, ma'am. I leased the store from
9 Al Landers, and then I bought it from him, like you said,
10 in May of 2002.

11 Q. When did you lease the store from Al Landers, sir?

12 A. As soon as I bought it from my son-in-law.

13 Q. Okay. When did you -- what's your son-in-law's ---

14 A. It was late 19 -- Michael Wilks is his name.

15 Q. Okay.

16 A. It was either, it was either -- it was December 1999
17 or January 2000 is when I had to -- because he had to get
18 the lease out of his name. So, I put the lease in my name,
19 yes, ma'am.

20 Q. All right. So, this is Christa's husband?

21 A. Christa's husband, yes, ma'am.

22 Q. So, Christa's husband.

23 A. Had the store before me.

24 Q. Had the store?

25 A. Yes, ma'am.

1 Q. The store was titled Alice's?

2 A. Alice's Food and Beverage, yes, ma'am.

3 Q. Food and Beverage?

4 A. Yes, ma'am.

5 Q. All right, and Christa owned L&D Enterprises?

6 A. That's correct. Yes, ma'am.

7 Q. All right, and then in 2000 -- from 2000 to 2002,
8 you're leasing?

9 A. Yes, ma'am.

10 Q. The property?

11 A. About a year I think I actually leased it, yes, ma'am.

12 Q. All right, and, and you would agree with me, Mr.
13 Helms, that you were not doing a good job with that, were
14 you?

15 A. No, I wasn't doing a very good job at all. No, I
16 was ---

17 Q. You're a horrible businessman, aren't you?

18 A. No, I'm really not a horrible businessman. I just
19 went through a terrible divorce and I was, I was just
20 depressed as hell. No, I'm not a horrible businessman.

21 Q. You, you ---

22 A. No, ma'am, I am not a horrible business -- I'm a
23 country boy, but I ain't no -- no, ma'am, you're wrong on
24 that.

25 Q. You were not operating a profit.

1 A. I was not operating a profit because I was screwing
2 everything up, yes, ma'am.

3 Q. You agree with me?

4 A. I was drinking and drugging, yes, ma'am.

5 Q. All right, and when you say you were drinking and
6 drugging, are you talking about opioids and ---

7 A. Pills, not no damn heroin.

8 Q. Okay.

9 A. But the same thing, I guess.

10 Q. Okay. All right. Did Debbie know this, sir?

11 A. She didn't know it at first, no, ma'am.

12 Q. All right. Thank you. When did Debbie find out about
13 your opioid dependency?

14 A. I think I came straight with her maybe about a year
15 after we were together, maybe two. I can't remember
16 exactly because her son was having a lot of issues with the
17 same thing and...

18 Q. Okay. Did you ---

19 A. I was, I was -- we was going to the mountains, and I
20 said I'm not going to take another damn pill. We got to
21 the mountains, and I was damn coming apart at the seams,
22 and I finally just owned up to her. I just told her. I
23 said -- truthful with her. Said I, I got a serious
24 problem. Got to get me some help.

25 Q. And that was a year after you began a relationship

1 with Debbie?

2 A. I, I can't say a year. Maybe two. I can't remember
3 exact time, ma'am.

4 Q. Did you introduce her son to opioids?

5 A. No. Hell no, never.

6 Q. All right. When does Debbie take over the store for
7 you?

8 A. She never took over the store. She came over there,
9 worked with me.

10 Q. When is Debbie's name attached to any ---

11 A. I can't, I can't remember the date, ma'am. I, I, I
12 don't know. 2003, '4. I have no -- I can find it for
13 you, but I don't remember the date.

14 Q. Okay. Fair enough. All right. 820 Meeting Street.

15 A. Yes, ma'am.

16 Q. Debbie purchased it?

17 A. That's correct.

18 Q. All right.

19 A. We talked about it, yes, ma'am.

20 Q. \$82,500 was the purchase price?

21 A. That's what she said, yes, ma'am. I didn't remember
22 that, but that's what she said, yes, ma'am.

23 Q. All right, and that property was purchased in March of
24 2004. You agree with me on that?

25 A. If that's what she said, I agree with it, yes, ma'am.

1 Q. Okay. All right, and so this would have been shortly
2 after you and Debbie began a relationship if it started
3 in ---

4 A. I'd say 2003 we started a relationship, I think.

5 Q. Okay.

6 A. I think. I think. I can't remember.

7 Q. And then this would have been -- Debbie would -- you
8 wouldn't have confessed to Debbie about your opioid
9 dependency problem -- you said, you testified ---

10 A. I pretty -- I think I did. I think I did before that.
11 I think I did. I'm not going to swear to it. I was
12 screwed up on opiates, but I think I did, yes, ma'am.

13 Q. You testified that you told her about it ---

14 A. Yes, ma'am.

15 Q. --- about a year or two ---

16 A. Well, that's -- I ---

17 Q. --- after ---

18 A. That's, that's what I -- my recollection was within a
19 couple years.

20 THE COURT: Stop. Stop. Yes?

21 COURT REPORTER: Cross-talk again, please.

22 WITNESS: I'm sorry.

23 THE COURT: All right.

24 WITNESS: I'm sorry.

25 MS. JEFFRIES: I'm sorry.

1 THE COURT: Wait. Just relax. It's okay. I've been
2 doing this over a quarter of a century. It happens a lot.
3 Just calm down. Give her a chance to ask the question.

4 WITNESS: Yes, sir.

5 THE COURT: Answer it. Then give him a chance to
6 finish the answer. Same thing I've said for twenty-five
7 years.

8 So, let's resume. Go ahead.

9 BY MS. JEFFRIES:

10 Q. All right, Debbie purchases 820 Meeting Street in
11 2004, correct?

12 A. Sounds about right, yes.

13 Q. All right, and around that time, that's when you tell
14 her that you have this opioid dependency problem, isn't it?

15 A. My recollection as to exactly what time, I'm not sure,
16 but it was within a couple of years, I, I, I think, yes,
17 ma'am.

18 Q. Within a couple of years of you beginning the
19 relationship with Debbie?

20 A. Yes. Yes, ma'am.

21 Q. All right.

22 A. A year or two. I can't remember.

23 Q. All right, and when Debbie purchased 820 Meeting
24 Street, there was a boarding house on it or just a home
25 that ---

1 A. No. It just a house back there behind it.

2 Q. All right.

3 A. No, ma'am.

4 Q. You never had a key to that house, did you?

5 A. Key to the boarding house?

6 Q. Yes, sir.

7 A. Absolutely. Got the key in the register. What are
8 you talking about?

9 Q. Okay.

10 A. Yes, ma'am, there was a ---

11 Q. You ---

12 A. --- key in the register.

13 Q. You didn't pay ---

14 A. I used to take people, show them, show them the ---

15 THE COURT: Once again, once again.

16 WITNESS: I'm sorry.

17 THE COURT: The court reporter is going to be jumping
18 on me if y'all don't do what I'm asking you to do.

19 WITNESS: Yes, sir.

20 THE COURT: One at a time. Try it again.

21 BY MS. JEFFRIES:

22 Q. Go ahead.

23 A. I said the key was in the register. We always had a
24 key in the register. Sometime we'd have to go show it to a
25 potential renter. Lot of transients coming, coming and

1 going. So, yes, I had a key.

2 Q. Debbie paid that mortgage?

3 A. Yes. Yes.

4 Q. You did not pay the mortgage?

5 A. Debbie paid the mortgage out of the proceeds from the
6 store, yes, ma'am, and the rents from that boarding house,
7 ma'am.

8 Q. Are you aware that Debbie owned 1904 Osceola before
9 the relationship with you began?

10 A. I don't think I knew it right at first, but I -- no, I
11 didn't know, uh-uh. No, I don't think I did.

12 Q. Okay.

13 A. It wasn't too long she told me about it. I mean, it
14 wasn't too long after we got together, but not at first.

15 Q. All right. You do know that she was married to Scott
16 Williams before she began a relationship with you, right?

17 A. Yes, ma'am. We used to ride boats together, drink
18 beer together.

19 Q. All right, and you and your two children left
20 Lakeshore and moved in with Debbie at the home at 1904
21 Osceola, didn't you?

22 A. Me, Debbie, her two children, and my two children all
23 at one time, four of us, yes, ma'am.

24 Q. And this was a two-bedroom home, wasn't it?

25 A. Two-bedroom home, yes, ma'am.

1 Q. You didn't pay the mortgage on Osceola, did you, 1904?

2 A. Not directly. Debbie paid all the bills, my bills and
3 her bills that we all had together. We could -- she paid
4 them all anyway. I never hardly wrote a check.

5 Q. So ---

6 A. But do you think I never gave Debbie any money?
7 Debbie got a lot of cash from me, money. I didn't -- I
8 wasn't riding Debbie's coattails, believe me.

9 Q. So, the answer to my question is no, you did not ---

10 A. No, ma'am, I did never write out a check for Osceola.

11 Q. You did not pay taxes at 1904 Osceola, did you?

12 A. I did not personally.

13 Q. You did not pay insurance at 1904 Osceola?

14 A. I contributed to it but, no, ma'am, I did not
15 personally.

16 Q. You did not pay any utility bills at 1904 Osceola?

17 A. I did not personally but I contributed to it.

18 Q. And you lived at 1904 Osceola for ---

19 A. I did live there, yes, ma'am.

20 Q. You lived at 1904 Osceola for at least twelve years?

21 A. Probably closer to thirteen, yes, ma'am.

22 Q. Never paid a bill at the house?

23 A. I contributed to all the bills, ma'am.

24 Q. You agree with me, sir, that Debbie refinanced 1904
25 Osceola in 2009?

1 A. I remember she refinanced, yes, ma'am.

2 Q. All right.

3 A. I don't know what year. I can't remember what year.

4 Q. And you agree with me that she received some funds
5 from that refinance? Do you agree with that?

6 A. I remember something. I recollect it slightly, yes,
7 ma'am.

8 Q. You agree?

9 A. She said it, so I agree, yes, ma'am.

10 Q. You agree?

11 A. I agree, yes, ma'am.

12 Q. All right, and you agree that the refinance at 1904
13 Osceola occurred prior to the purchase of 1900 Osceola in
14 2009?

15 A. I really don't remember, but if you -- I mean, I have
16 no way to disagree. So, I -- I don't remember, yes, ma'am.

17 Q. Okay, and you agree with me that the refinance of 1904
18 Osceola took place prior to the purchase of 809 Shull?

19 A. I don't, I don't remember that, but I'm not saying it
20 didn't happen. I don't remember.

21 Q. 809 Shull Street was purchased in 2009 as well,
22 correct?

23 A. I don't remember the year but if you -- if that's what
24 y'all got written down, I'll, I'll believe you.

25 Q. Okay.

1 A. Yes, ma'am.

2 Q. All right. That's what's on the deeds if ---

3 A. Okay.

4 Q. You'll accept that?

5 A. I will. Yes, ma'am. Absolutely.

6 Q. All right. Fair enough. Both properties were
7 purchased for 50, \$50,000, correct?

8 A. I do know that, yes, ma'am.

9 Q. All right, and Debbie had refinanced and gotten funds
10 from 1904 right -- prior to the purchase of those two
11 pieces of property, correct?

12 A. I believe, yes, ma'am. I remember she refinanced
13 1904, yes, ma'am.

14 Q. You never had a key to 1900 Osceola, did you?

15 A. Surely I did, ma'am.

16 Q. You never paid a mortgage payment?

17 A. I did not. I contributed.

18 Q. At 1900?

19 A. I contributed, ma'am.

20 Q. Okay. You've not produced any records or any
21 documents ---

22 A. Ma'am, I sure can't.

23 Q. --- supporting how you contributed ---

24 A. No.

25 Q. --- to Debbie?

1 A. Sure can't.

2 Q. All right.

3 A. Cash money.

4 Q. All right. Not paid anything towards the insurance
5 and the taxes on ---

6 A. I contributed.

7 Q. --- 1900 ---

8 A. I contributed, ma'am.

9 Q. --- on 1900 Osceola or 809 Shull?

10 A. I contributed, ma'am.

11 Q. All right. Debbie is financially on the hook for the
12 refinance of 812 Meeting Street and 820 Meeting Street.
13 You agree with that?

14 A. She wasn't on the hook by herself. I was with her
15 right there; I worked side by side. She knew I would never
16 let her down on that.

17 Q. Sir.

18 THE COURT: Let me help both of you out. Her name was
19 the only one on the mortgage? Okay, thank you.

20 MS. JEFFRIES: That's -- that was my next question.

21 THE COURT: It's all right.

22 BY MS. JEFFRIES:

23 A. Yes, her name was the only one on there, yes.

24 Q. Okay. All right, and, in fact, was there an audit
25 some time in 2008 or '9 ---

1 A. There, there ---

2 Q. --- involve -- go ahead.

3 A. There was an audit, yes, ma'am.

4 Q. All right. Tell me what you know about that audit,
5 sir.

6 A. I, I've really forgot why they even audited us. I
7 don't, I don't -- I'm not sure. Somebody said they knew I
8 had machines in there. I remember we, we took them out
9 real quick. And, anyway, the lady came back. Seem like
10 Debbie went through that thing about three or four months.
11 I don't know. I think some money was put -- I think some
12 extra cash had showed up in Debbie's account that I had
13 given her because I thought maybe she hardly ever put in my
14 cash I gave her. I think that's the reason the audit come
15 in. She put more money in the bank that she -- had showed
16 on her tax return. I believe that's what brought it on, I
17 believe. I'm, I'm almost sure.

18 Q. As a result of that audit, did Debbie have to pay a
19 large sum in income taxes?

20 A. I think it is about \$20,000.

21 Q. Okay, and how do you know this, sir?

22 A. Because I was there when she was out there talking
23 with the lady, and we'd talk about it at night, how we were
24 going to pay it because I remember we -- I -- we talked
25 about buying some stock and help pay for it. So, we jumped

1 on Visa. Of course, didn't work either for us.

2 Q. You agree with me, Mr. Helms, that you and Debbie did
3 not commingle bank accounts?

4 A. We commingle Wachovia as far as the business goes.

5 Q. So ---

6 A. Not, not personal accounts but Wachovia as far as
7 business accounts, we did, yes, ma'am.

8 Q. Okay.

9 A. I made all the deposits. I wrote checks on the
10 account, yes, ma'am, but not personal, no, ma'am.

11 Q. All right, and how was the mortgage paid on 809 Shull
12 and 1904 Osceola and 1900 Osceola?

13 A. From proceeds of the store and the rentals.

14 Q. Okay. So, your testimony is Debbie made the mortgage
15 payment on those properties out of the store?

16 A. Out of the store and the rentals from the, from the
17 boarding house or whatever, the three rooms we rented, and,
18 and the rentals. Probably not from 1900 so much because I
19 think her son lived there for about a year. So, we didn't
20 -- and her daughter lived there a little bit some, too,
21 while she was going to school, so.

22 Q. So, it's your testimony ---

23 A. More ---

24 Q. --- that Debbie ---

25 A. Sorry.

1 Q. --- paid her mortgage on 1904 that she had before your
2 relationship out of the store? Is that your testimony,
3 sir?

4 A. Before my relationship? I wasn't even knowing her
5 before my relationship. What do you mean?

6 Q. She had that property before ---

7 A. Oh, I don't know how she paid it then. I don't, I
8 don't.

9 Q. But it's your testimony that she paid that mortgage
10 at ---

11 A. I guess her and her ex-husband paid it. I don't --
12 I'm missing your question.

13 Q. Okay. All right.

14 A. From their rental proceeds, I'm assuming. I don't
15 know.

16 Q. How many years -- I think you testified that you
17 were strung out for a couple of years. How many years were
18 you ---

19 A. I don't think I said strung out. You made it sound
20 good, so I'll go with it because it's the truth, but --
21 shit, I'm still on Suboxone right now. So, so, that's a
22 treatment for opioid addiction. So, I, I'd say ten, twelve
23 years easy.

24 Q. So, If I recall your testimony, sir, the words you
25 used was strung out junkie.

1 A. I don't remember saying that. If I did, I, I agree
2 with you. I was, yes, ma'am.

3 Q. You were a strung out junkie?

4 A. Strung out, yes, ma'am.

5 Q. Or how many years?

6 A. I'd say, I'd say a hard three or four. Then I started
7 getting treatment.

8 Q. A hard three or four years. That would have been
9 from, from 2003 ---

10 A. Well, let me -- can I explain something to you, if you
11 don't mind?

12 Q. No. I just ---

13 A. I'm sorry.

14 Q. --- want to ask my ---

15 A. I interrupted.

16 Q. --- question first.

17 A. I'm sorry. Go ahead. I'm sorry. I'm sorry. Go
18 ahead.

19 Q. Would, would that have been from about 2003 to 2007,
20 or from what time period to what time period?

21 A. It's actually right after me and Sandy got separated,
22 getting ready to -- going through the divorce. So, it was
23 actually before me and Debbie got together.

24 Q. Okay.

25 A. But it wasn't like I'm taking a bottle of pills a day.

1 You take one. You like it. You take two. Next thing you
2 know, two months later you need five. A year later, you
3 need ten. So, it wasn't, like, strung out all the way like
4 that, but it, it -- you become strung out. You got to have
5 them, yes, ma'am.

6 Q. In 2009, sir, did you have some inpatient treatment?

7 A. Inpatient treatment?

8 Q. For dependency with opioids.

9 A. I don't remember if I did.

10 Q. Okay. Did you ever go to Three Rivers?

11 A. I went to Three Rivers back in 1980-something.

12 Q. Okay.

13 A. I don't remember, I don't remember going to no Three
14 Rivers, no, ma'am.

15 Q. Did you receive services with Aromed ever?

16 A. Yes. I still, I still receive services with Aromed.

17 Q. Okay. Who was the doctor that ---

18 A. Dr. Robert Borucki.

19 Q. Okay. How long has -- spell that last name for me,
20 please.

21 A. B-r -- B-o-r-u-c-k-I.

22 Q. How long -- what does Dr. Borucki treat you for, Mr.
23 Helms?

24 A. Opiate, opiate, opiate, opiate addiction.

25 Q. And how long has he been treating you?

1 A. At least ten years.

2 Q. Okay.

3 A. Maybe more.

4 Q. So, he's been treating you for at least ten years?

5 A. Yes, ma'am.

6 Q. So, we're now 2020. So, you've been treating with Dr.
7 Borucki for ---

8 A. Hell, it might be fifteen. I can't remember, ma'am,
9 but it's long time, yes, ma'am.

10 Q. All right. You agree with me that throughout the
11 entirety of your relationship with Debbie ---

12 A. Uh-huh.

13 Q. --- you've been receiving treatment for opioid
14 dependency?

15 A. Yeah. Once I, once I came clean with her, yes, ma'am.

16 Q. Okay.

17 A. She's the one that help -- get me the help, took me to
18 get help.

19 Q. And you testified that Debbie's a good lady?

20 A. Absolutely.

21 Q. You stand by that today?

22 A. I still stand by it. I just don't like her trying to
23 steal my property, but other than that, I think she's a
24 great lady.

25 Q. You agree with me that Debbie's a fair lady?

1 A. I thought she was fair until this happened.

2 Q. Has Debbie been fair in her dealings with others from
3 your observation?

4 A. I'm -- I assume, yes.

5 Q. Okay.

6 A. I assume she is.

7 Q. Let's talk about the video poker machines. When, when
8 did Debbie come in to L&D Enterprise.

9 A. Yes, ma'am.

10 Q. That's around 2003, correct?

11 A. Yes, ma'am. I think so, yes, ma'am.

12 Q. All right. When are the poker machines taken?

13 A. What do you mean taken?

14 Q. When were they seized?

15 A. When were they seized?

16 THE COURT: Stop.

17 COURT REPORTER: I need everyone to speak up, please.

18 THE COURT: Okay. Into the microphone.

19 MS. JEFFRIES: Certainly.

20 BY MS. JEFFRIES:

21 Q. When, when are the video poker machines seized?

22 A. I had machines seized a lot. So, what do you mean
23 when?

24 Q. When is the first time they were seized, sir?

25 A. 2002, '1, '3. I, I don't remember exactly, ma'am.

1 I ---

2 Q. When is the last time they were ---

3 A. Numerous ---

4 Q. --- removed and they were gone for good?

5 A. Shit. Ten years ago maybe. I, I don't...

6 Q. All right.

7 A. Long time ago.

8 Q. So, that would be 2005?

9 A. I'm guessing.

10 Q. Okay. Wait a minute. Ten years ago, that would be
11 2010.

12 A. Yeah.

13 Q. Is that what you're telling me?

14 A. I think so, yes, ma'am. I think that sounds right.

15 Q. Do you know when they were declared illegal?

16 A. They were declared illegal in 2000.

17 Q. Okay.

18 A. July of 2000.

19 Q. And you continued to have them there?

20 A. Well, we started having court cases, going to judges,
21 judges and getting injunctions. So, we were still able to
22 operate temporarily.

23 Q. And is it your testimony that you operated video poker
24 machines at this store until 2010?

25 A. Let's see. Trying to think when we sold it. Yes, I

1 did. Yes, ma'am, at least 2010, yes, ma'am.

2 Q. Okay. You had video poker machines at other stores,
3 didn't you?

4 A. Yes, ma'am, I did.

5 Q. How many other locations?

6 A. Let's see, had about six at one time, six small -- you
7 know, not big spots. Small places.

8 THE COURT: Into the microphone, please.

9 WITNESS: I'm sorry.

10 BY MS. JEFFRIES:

11 A. About six other places, yes, ma'am.

12 Q. What are those other places? Where? Where were they?

13 A. Convenience stores, the party shop that we owned
14 together, a record shop. Mainly convenience stores.

15 Q. Mainly convenience stores?

16 A. Mainly convenience stores, yes, ma'am.

17 Q. In Richland County or Lexington County?

18 A. Most of them were in Lexington County.

19 Q. Okay. So ---

20 A. I had one, I had one in Richland County. Most of the
21 rest of them were in Richland -- in Lexington County.

22 Q. Are you still operating your video poker ---

23 A. No, ma'am.

24 Q. --- machines?

25 A. No, ma'am.

1 Q. Okay.

2 A. I'm too old to look over my shoulder.

3 Q. Are you, are you operating gaming houses?

4 A. No, ma'am.

5 Q. Have you had to answer charges for having operated
6 gaming houses?

7 A. I think I got, I got charged.

8 THE COURT: Have you ever been arrested?

9 WITNESS: They seized -- I got arrested, yes, for --
10 seizing machines, yes, sir.

11 BY MS. JEFFRIES:

12 Q. When was that, sir?

13 A. 2006, '7, somewhere. I can't remember.

14 Q. Have there been any other arrests involving gaming or
15 gambling houses with you, Mr. Helms?

16 A. Not, not gambling houses. Just seizure of machines.
17 Maybe twice maybe.

18 Q. Okay. All right. What was the outcome of those?

19 A. Destroyed my machines. I got a \$100 fine.

20 Q. Okay. All right. How many employees were there at
21 the gas station over the years?

22 A. Well, I count -- it was me, it was Debbie, Debbie's
23 daughter. Her son helped us some. Larry, Wendy, Josh,
24 Dave. I'd say roughly ten.

25 Q. All right, and before Debbie comes in, were you paying

1 employees cash?

2 A. I was.

3 Q. Okay. Why did you pay them cash?

4 A. I was hiding some of the money.

5 Q. Okay. Why were you hiding money?

6 A. I didn't want to pay all the taxes on it.

7 Q. Okay. You agree with me that that is, that is
8 dishonest?

9 A. Yes, ma'am, I do.

10 Q. Wendy Burnett worked at the gas station. She still
11 works at ---

12 A. She does, yes, ma'am.

13 Q. --- the gas station, and she's listed as one of your
14 witnesses. Isn't that right?

15 A. Yes, ma'am.

16 Q. Did you bond Wendy Burnett out of jail?

17 A. I bond her and, and my, my stepdaughter out of jail,
18 yes, ma'am.

19 Q. Why?

20 A. They got caught with my machines.

21 Q. When was that?

22 A. They were working. I don't remember the year, ma'am.

23 Q. Okay.

24 A. That's some -- 2004, '3, I don't know.

25 Q. You have no documents to support the improvements that

1 you say you've made to Debbie's home at 1904 that you value
2 at \$80,000, do you, sir?

3 A. No, ma'am, I do not.

4 Q. Okay, and ---

5 A. I got my word, though.

6 THE COURT: Nobody quite heard that. What was the
7 last answer?

8 WITNESS: I said I have my word, though.

9 THE COURT: Okay.

10 BY MS. JEFFRIES:

11 Q. You have your word?

12 A. My word, yes, ma'am.

13 Q. And you've already told us that you're dishonest.

14 A. You said about taxes, taxes and other, other --
15 dealing with people's a different thing to me, ma'am.

16 Q. Debbie paid the \$6,000 at lot 12 Harbour Watch, didn't
17 she, with her money out of her account, didn't she?

18 A. She may have. I thought I gave her some money, but I
19 may not have given her any money against that. She may
20 have, yes, ma'am.

21 Q. Okay. All right.

22 A. I know she told me my wife was a desperate thing and
23 she -- it was a good time to steal it from her, so that's
24 what we did. Talk about dishonesty.

25 Q. You didn't steal it from her. She didn't ---

1 A. Yeah, we did. She got \$6,000 out of about a \$56,000
2 lot, yes, ma'am. It was paid for at the time. Yeah, we
3 did. We stole it from her.

4 Q. Okay. Sandy accepted \$6,000?

5 A. Yeah, she did.

6 Q. For this transfer?

7 A. She sure did, yes, ma'am.

8 Q. Anybody force, threaten, or coerce ---

9 A. No, ma'am. No, ma'am.

10 Q. --- Sandy to accept this \$6,000 for the property?

11 A. She took the money, yes, ma'am.

12 Q. All right. You have talked about this E*TRADE account
13 that, that has about \$500 in it, sir.

14 A. I, I just saw it the first time in a long time. Yes,
15 ma'am, I saw it, yes, ma'am.

16 Q. You established that account, didn't you, Mr. Helms?

17 A. Yeah, me and Debbie established it together. I -- we
18 talked about the stock and I said, I said let's buy this
19 stock. I said I'm going to put you on it in case something
20 ever happens to me or you.

21 Q. And you opened the account, didn't you?

22 A. Yes, I did, me and her together. She had to sign some
23 papers, ma'am. I didn't do it by myself.

24 Q. Well, why was it okay for you to open that account
25 then, but it wasn't okay for you to -- the whole intent was

1 to not own property for certain reasons. Why did you open
2 that ---

3 A. We invested \$500 in a stock. If we lost it, what was
4 going to be the big deal?

5 Q. Okay. So, you weren't worried about ---

6 A. No. I mean, no, I wasn't, no.

7 Q. Okay. All right. You didn't file joint tax returns
8 with Debbie, did you?

9 A. No, ma'am.

10 Q. Okay, and the cash money that was in these video poker
11 machines throughout the years, you took the cash out,
12 didn't you?

13 A. Yes, ma'am, I sure did.

14 Q. The house at 1905 was in your name only?

15 A. Yes, ma'am.

16 Q. And it was okay for you to have that property in just
17 your name, wasn't it?

18 A. Well, Debbie kind of twisted my arm to do it. I told
19 you earlier what I thought.

20 Q. So, Debbie ---

21 A. She was planning on getting rid of me, but she wanted
22 me close by, yes, ma'am, because we couldn't get along in
23 the house where we were at. So, yes, ma'am, that's what I
24 think. But, yes, ma'am, I did buy it in my name only, yes,
25 ma'am.

1 Q. So, Debbie twisted your arm to put 19 ---

2 A. Kind of, sort of. Smart investment.

3 Q. Okay, let me get my question out, please, sir. Debbie
4 twisted your arm to have property placed ---

5 A. Not literally. She made -- sorry. Sorry.

6 Q. Debbie twisted your arm to have property placed in
7 your name, whereas there's all this property that's not in
8 your name, and there's no coercion or anything involved
9 there. Is that correct?

10 A. Let me restate it, what I said. She didn't twist my
11 arm. She said it'd be a great investment, Jimmy. You
12 should buy that house, and that's what I did. We had just
13 sold the store -- I mean, getting ready to sell the store
14 and get out of everything. I wouldn't be gambling, doing
15 anything anymore. So, everything -- that's why I wanted to
16 be on the deed so bad. We're getting ready to get out of
17 all the illegal stuff.

18 Q. All right, and so you bought 1905?

19 A. Yes, ma'am.

20 Q. All right, and you bought it from Lois Ball?

21 A. Yes, ma'am.

22 Q. And do you remember the year that you bought that
23 property from Lois Ball?

24 A. I'll say 2007, but I'm not sure.

25 Q. Okay. All right, and -- all right, you said we had

1 just sold the store. What did you -- what had you sold in
2 2007, sir?

3 A. I think what I was trying to say, we were, we were
4 getting ready to sell -- we were trying to sell the store.
5 We'd been wanting to sell it because we was about to kill
6 ourselves working day and night up there. And I was
7 getting ready to get out of all the illegal activities that
8 I was doing because she said we'd do very well, and we're
9 going to live good, live the, live the, live the life I, I
10 guess.

11 Q. Okay. You got a mortgage with Lois Ball, didn't you?

12 A. Yes, ma'am, I did.

13 Q. All right, and who paid that mortgage, sir?

14 A. I think that's one that I actually paid most of the
15 time. I think Debbie might have wrote a few checks for me
16 once in a while.

17 Q. You -- the mortgage you got with Lois Ball, was it for
18 \$17,500, sir?

19 A. Yes, ma'am, it was.

20 Q. And you paid that mortgage out of your account?

21 A. I'm assuming, yeah. I think Debbie -- well, Debbie
22 wrote the check but, yeah, I paid it out of my account,
23 yes, ma'am.

24 Q. Okay. All right. Debbie didn't contribute to that?

25 A. Ma'am?

1 Q. Debbie didn't contribute to that, did she?

2 A. What was mine was hers. What I -- what was hers was
3 mine, so -- way I look at it. What's the difference? I
4 gave her money.

5 Q. I can't hear you, sir.

6 A. I said what was mine was hers, and what was hers was
7 mine is the way I thought about it. I, I gave her money.
8 I, I don't know if she -- I'm sure she put some money in my
9 account some time.

10 Q. Okay.

11 A. From money that I gave her. Maybe she didn't pull it
12 from anywhere else.

13 Q. Did you take out another mortgage on 1905, Mr. Helms,
14 other than the mortgage with Lois Ball?

15 A. No, ma'am.

16 Q. All right. In February -- on February 1, 2007, did
17 you take out any kind of financial obligation with William
18 Mullis?

19 A. Yes. That's my first cousin, yes, ma'am.

20 Q. William Mullis is your first cousin?

21 A. Yes, ma'am.

22 Q. All right, and did William Mullis give you \$75,000?

23 A. He sure did, to help us with the store, yes, ma'am.
24 We, we got caught up in some -- that gas got us in a trap,
25 yes, ma'am.

1 Q. What property was used to secure the mortgage with
2 William Mullis?

3 A. My name.

4 Q. Just your name?

5 A. My name, yes, ma'am.

6 Q. Okay.

7 A. He trust me.

8 Q. I want you to take a look at what is identified as
9 Defendant's Exhibit K.

10 MS. JEFFRIES: I'm not sure, Madame Court Reporter,
11 what you have it listed as.

12 COURT REPORTER: 11.

13 MS. JEFFRIES: Okay.

14 BY MS. JEFFRIES:

15 Q. I'd like for you to take a look at the Defendant's
16 Exhibit 11. I have it down here. All right, Mr. Helms.

17 A. Yes, ma'am.

18 Q. That mortgage with Mr. Mullis.

19 A. Yes, ma'am.

20 THE COURT: All right, let me ask. What is K?

21 MS. JEFFRIES: I'm sorry?

22 THE COURT: What is the exhibit?

23 MS. JEFFRIES: This, Your Honor, this is the February
24 1, 2007, mortgage between James Helms and William Mullis.

25 THE COURT: Okay.

1 BY MS. JEFFRIES:

2 Q. All right, Mr. Helms, this mortgage is secured by the
3 deed of Lois Ball that's recorded, correct?

4 A. Where do you, where do you see that at?

5 Q. On the first page. Do you see where it says tax map
6 number?

7 A. Oh, it's on my house, okay. Yes, ma'am.

8 Q. All right. So, the \$75,000 that you borrowed from
9 your first cousin.

10 A. Right.

11 Q. You ---

12 A. I, I forgot we did that, that one that way. I got
13 another 75 later. I'm sorry but, yes, ma'am, that's right.
14 Yes, ma'am.

15 Q. I'll take it back. Debbie never saw that \$75,000, did
16 she?

17 A. She never saw it, ma'am?

18 Q. Yes or no.

19 A. She saw \$75,000, ma'am. Yes, ma'am, she knew. She
20 knew what went on and how it did. Matter of fact, we had
21 to pay \$18,000 to the gas company, and that's how the --
22 some of money, that's where some of that money came to --
23 came from, excuse me. The store was in deep trouble, and I
24 had to borrow the money.

25 Q. Well, first, sir, you didn't even know that you had

1 secured this mortgage ---

2 A. I said I misspoke. I forgot. I forgot. I got
3 another \$75,000 later that's unsecured. I'm sorry. I
4 didn't know what 75 you was talking about.

5 Q. You sold 1905 Osceola?

6 A. Yes, ma'am.

7 Q. And you sold it in what year, sir?

8 A. Shit, I, I don't know. Maybe 2017, 2018 maybe. I
9 can't remember exact, ma'am.

10 Q. All right. You sold it, you sold it May 15, 2017. Is
11 that about right?

12 A. That sounds about right, yes, ma'am. Yes, ma'am.

13 Q. When did you pay back the \$75,000 that you bought --
14 borrowed from your first cousin, William Mullis?

15 A. I paid him -- I had been making him payments, and I
16 paid him some out of that sale, yes, ma'am.

17 Q. Okay. You, you paid him out of the sale?

18 A. Out of the sale. I paid him, I think I paid him off
19 out of the sale. I think I did, yes, ma'am.

20 Q. Okay. All right, and you sold the house on May 15,
21 2017?

22 A. Yes, ma'am.

23 Q. Okay, and your testimony is you paid William Mullis
24 back out of the proceeds of that sale?

25 A. Yes, ma'am.

1 Q. How much did you pay him to satisfy that mortgage?

2 A. I can't remember what I owed him because I been making
3 payments for a long time against that 75,000. I can't
4 remember what I owed him. I want to think it was, like,
5 30,000. I can't, I can't remember, no, ma'am.

6 Q. Why is there -- if your testimony is that you paid him
7 from the sale that happened on May 15, 2017.

8 A. Uh-huh.

9 Q. You would have gotten the funds on May 15, 2017,
10 right?

11 A. Yes, ma'am.

12 Q. So, why is there a lost mortgage satisfaction that is
13 signed on May 11, 2017?

14 A. What does lost mortgage mean? I don't know what you
15 mean by that.

16 Q. I'm asking you the questions, sir.

17 A. Well, I don't understand the question, so I can't
18 answer it. I don't know what lost mortgage means.

19 Q. You never paid \$75,000 back to your first cousin, did
20 you?

21 A. Oh, yes, I did, ma'am. Oh, yes, I did.

22 Q. All right.

23 A. He get -- we'll get him, be a witness.

24 Q. Sir?

25 A. He'll, he'll -- I'll get him to be a witness.

1 Q. All right. Let me ask you to take a look at what has
2 been identified as Defendant's Exhibit L.

3 MS. JEFFRIES: Madame Court Reporter?

4 COURT REPORTER: 9.

5 MS. JEFFRIES: 9, marked as Defendant's 9.

6 COURT REPORTER: Excuse me. I'm sorry. 12.

7 MS. JEFFRIES: 12.

8 BY MS. JEFFRIES:

9 Q. I'll take that back from you.

10 A. Oh. Okay. Can I look at it and see what it is?

11 Q. Yes, sir.

12 (A PAUSE.)

13 A. There you go.

14 Q. Okay. You can just set it right there. You agree
15 with me that the document you looked at that's been marked
16 as the Defendant's Exhibit 9 ---

17 A. Uh-huh.

18 Q. --- is a recorded lost mortgage satisfaction that was
19 signed on May 11, 2017?

20 A. Uh-huh.

21 THE COURT: Wait. Stop. Stop.

22 A. Now, now I can -- I'm sorry.

23 THE COURT: Y'all just stop. Let me ask the court
24 reporter something.

25 (A PAUSE.)

1 THE COURT: What you gave me ---

2 MS. JEFFRIES: Letters.

3 THE COURT: In letters, not numbers.

4 MS. JEFFRIES: Right.

5 THE COURT: That doesn't correspond to what I have in
6 front of me. She's correcting it now so we'll all be on
7 the same page.

8 MS. JEFFRIES: Yes, sir.

9 THE COURT: It's an observation.

10 MS. JEFFRIES: Yes, sir.

11 THE COURT: Sorry about that. Y'all understand that.

12 MS. JEFFRIES: Absolutely.

13 WITNESS: Go ahead?

14 THE COURT: All right, you may ask the question again.

15 BY MS. JEFFRIES:

16 Q. You agree with me, Mr. Helms, that what, what you've
17 identified and what you're looking at that's been
18 identified as the Defendant's Exhibit 12 ---

19 A. I see it, yes, ma'am.

20 Q. --- is a lost mortgage satisfaction?

21 A. Uh-huh.

22 Q. And it's dated May 11, 2017?

23 A. Uh-huh.

24 Q. Is that a yes?

25 A. Yes.

1 Q. Okay.

2 A. I, I remember how this came down now. I'm glad
3 you ---

4 Q. And you ---

5 A. --- brought it to my attention.

6 Q. You were -- you ---

7 A. I'll give you, I'll give you a reason now, now I know
8 what it is.

9 Q. You agree with me, sir, that that mortgage
10 satisfaction is dated before you sold the property?

11 A. I agree with that, yes, ma'am.

12 Q. Okay. All right. Now, is there anything you want to
13 put ---

14 A. That -- do you want to know why?

15 Q. Go ahead, sir.

16 A. I called my cousin. I'm living off Social Security
17 and I got nothing coming in. I told him I'm in trouble. I
18 said I want to sell this house. I said but I still owe you
19 some money on this \$75,000 loan. So, I'm assuming this is
20 how he handled it so I could get a clear title to sell the
21 house. That is how this went down because I had never seen
22 this until you just brought it up, but I remember now. He
23 would let -- so, that's why he did it on May 11th ---

24 THE COURT: Wait. Stop.

25 A. And I was going to sell it May 15th.

1 THE COURT: So, Defendant's Number 11, is that
2 correct?

3 WITNESS: 12.

4 THE COURT: 12?

5 WITNESS: Yes, sir.

6 MS. JEFFRIES: 12 is the lost mortgage satisfaction.

7 THE COURT: All right, and this is a document that
8 this witness has never seen?

9 WITNESS: I've never seen it, no, sir.

10 THE COURT: Well, does it have your name on it
11 anywhere?

12 WITNESS: It does not have my name anywhere, sir.

13 THE COURT: All right. That's all right. That's All
14 right. I do apologize, but part of my job is to keep up
15 with what's going on, sir.

16 All right. Go ahead.

17 WITNESS: Sorry.

18 THE COURT: So, your testimony is you've never seen
19 this document before?

20 WITNESS: No, but I know why this document is here. I
21 can answer that question.

22 BY MS. JEFFRIES:

23 Q. Mr. Helms, on September 22, 2015, you filed a
24 complaint in family court, didn't you?

25 A. Pertaining to what?

1 Q. To establish a common-law marriage.

2 A. Yes, ma'am.

3 Q. Okay. Sitting here today, sir, do you still believe
4 that there is a common-law marriage that exists between you
5 and Debbie?

6 A. Exists today?

7 Q. That ---

8 A. No, ma'am, not at all, but It did then.

9 Q. Okay, and when you filed the complaint to establish
10 the common-law marriage in September 2015, at some point
11 shortly thereafter, did you go back and move in with
12 Debbie?

13 A. I moved in with her about a year ago. Two years ago
14 now, I guess.

15 Q. Okay. All right.

16 A. I had moved to Vegas and I came back, yes, ma'am.

17 Q. All right. So, when you, you and Debbie, when you
18 broke up, that would have been roughly 2014?

19 A. It was 2016 we broke up.

20 Q. The first time that you broke up ---

21 A. Yes, ma'am.

22 Q. --- was 2014?

23 A. '16. I don't think so.

24 Q. Okay.

25 A. 2016, ma'am.

1 Q. Well, why did you file the family court complaint in
2 September of 2015?

3 A. Well, maybe it was '14. I thought it was '16. I
4 don't know. I'm sorry. I apologize for that. Must have
5 been '14, then. Sorry.

6 Q. Okay. All right. When, when you left -- when y'all
7 broke up in 2014, why did you break up?

8 A. Because we were arguing all the time.

9 Q. Okay. All right, and you left the home at 1904
10 Osceola?

11 A. Yeah. What, what year you talking about now?

12 Q. 2014, the initial breakup.

13 A. Is that when I, is that when I supposedly moved across
14 the street? Is that the breakup?

15 Q. I'm, I'm asking you, sir. I'm trying to get clear on
16 the timeline.

17 A. Me, too. Me, too, ma'am. Me, too. Let's see, me,
18 too. I thought I had hired Jake -- the deposition was in
19 December of 2016?

20 Q. It was, sir.

21 A. And I thought I'd hired him that September because I
22 had told Debbie, I'd texted Debbie. I said please just
23 sign the deeds over so we don't have to go through all this
24 mess and bah, bah, bah, so on. Anyways, she said no again,
25 and I think that's when I went and hired Jake. This may

1 have been a year later from the deposition. I thought it
2 came up fairly quick, the deposition. I can't remember,
3 so.

4 Q. Sir, I'm Looking at the complaint that's filed in
5 family court, and the complaint has docket number 15-DR-40-
6 2556.

7 A. Okay. Who filed the complaint? What attorney?

8 Q. You filed a complaint and Mr. Moore filed it on your
9 behalf.

10 A. Okay. Well, that's, that's when it happened then.

11 Q. All right.

12 A. Yes, ma'am.

13 Q. So, for purposes of our timeframe.

14 A. Yes, ma'am.

15 Q. And outline.

16 A. Yes, ma'am.

17 Q. When you filed this complaint on September 22, 2015.

18 A. Okay.

19 Q. How long had it been that you and Debbie had broken
20 up?

21 A. I remember it was the weekend of July the 4th because
22 we were supposed to be going to Cape Cod to visit her
23 family of that same year.

24 Q. July 4, 2015, is when you broke up?

25 A. Well, was a couple days before that. We supposed to

1 be flying out that weekend to -- yes, ma'am.

2 Q. July of 2015 ---

3 A. Yes.

4 Q. --- is when you broke up?

5 A. Yes, ma'am.

6 Q. All right. When you -- did you leave the house at
7 1904 Osceola in July of 2014?

8 A. Yes. Yes, ma'am.

9 Q. All right. Where did you go, sir?

10 A. Was it '15 or '14?

11 Q. It's '15, sir, is what you just said.

12 A. You just said 2014.

13 Q. I'm sorry, 2015.

14 A. Yeah, 2015. I went right across the street to my
15 rental house.

16 Q. All right. You moved right across the street, 1905.
17 How Long did you live at 1905?

18 A. Year and a half, eighteen months.

19 Q. Okay. All right. Paid your own bills at 1905?

20 A. Yeah. I started Ubering for a living, yes, ma'am.

21 Q. You were ---

22 A. Became a taxi driver.

23 Q. You were Ubering?

24 A. Yes, ma'am.

25 Q. All right. You were still gambling?

1 A. Not machines, not machines.

2 Q. But you ---

3 A. Bookmaking, taking bets on ball games, yes, ma'am.

4 Q. And when you were taking bets on ball games, how much
5 does that bring in for you roughly annually?

6 A. You can never put a figure on that. I couldn't give
7 you, I couldn't give you a good guesstimate.

8 Q. I didn't hear you. I didn't hear you.

9 A. I couldn't give you a guesstimate, ma'am.

10 Q. Okay, but you have testified that you've earned on one
11 occasion \$75,000.

12 A. I said I won a football pool. That's, that's not like
13 taking bets. That's, that's these squares that people are
14 buying, the numbers line up.

15 Q. Okay.

16 A. For the Super Bowl.

17 Q. Yes, sir.

18 A. I won the end of it. I won \$75,000. That's not
19 taking bets on the phone.

20 Q. Okay. Are you still a bookie?

21 A. Yes, ma'am.

22 Q. Okay, and then as a bookie, how much do you make?

23 A. Not much. I don't have many players. They all about
24 died off.

25 Q. Okay. On average over the last five years, what have

1 you made?

2 A. Shit, hardly nothing, ma'am. I tell you, things
3 aren't like they used to be. Hadn't made hardly anything.

4 Q. Nothing? Zero is your testimony?

5 A. Well, I made some money, but I went to Vegas and blew
6 it all. So, I guess, you know, I didn't make nothing, no,
7 ma'am. I lost every bit of it.

8 Q. All right. So, when you left 1904 in July 2015 ---

9 A. Uh-huh.

10 Q. --- did you surrender any keys to Debbie?

11 A. Surrender any keys?

12 Q. Did you return any keys to Debbie?

13 A. I'm sure we did something. I might have put them in
14 the mailbox. I can't remember now.

15 Q. What keys did you give Debbie?

16 A. I cannot remember.

17 Q. All right, and when did you move to Vegas?

18 A. Let's see, this August would be two years ago.

19 Q. Two years ago?

20 A. Yes, ma'am.

21 Q. That would have been in 2018?

22 A. Yes, ma'am.

23 Q. All right. So am I correct, sir, that you took the
24 money from the sale of 1905 Osceola and went to Vegas?

25 A. Yes, ma'am.

1 Q. And you lived in Vegas for how long?

2 A. Eight months.

3 Q. Eight months?

4 A. Yes, ma'am.

5 Q. You rented an apartment in Vegas, didn't you?

6 A. I did. Yes, ma'am.

7 Q. Okay, and did you have a job in Vegas?

8 A. No. I was throwing craps and betting football games.

9 Q. Okay. So, you went to Vegas to gamble?

10 A. That's exactly right, yes, ma'am.

11 Q. And you were gambling for eight months?

12 A. Eight months, yes, ma'am.

13 Q. All right. When you called Debbie at the end of
14 that eight months and said, hey, I've got stage iv colon
15 cancer ---

16 A. Yes, ma'am, I did.

17 Q. --- I have no place to live.

18 A. Yes, ma'am, I did.

19 Q. You said that, didn't you?

20 A. Yes, ma'am, I did.

21 Q. All right, and Debbie allowed you to come back and
22 stay at 1904 ---

23 A. She didn't allow me. She begged me to come back. So,
24 if you call that allowed, yes, ma'am, she did.

25 Q. All right. So, let me get this straight, sir. You

1 called Debbie and you said I have no place to go?

2 A. I didn't tell her that; I did not tell her I had no
3 place to go. When I got back here, I didn't call her from
4 damn Las Vegas. I called from here. I was living with my
5 oldest son, Jimmy, Jr., and he has a bad drinking problem
6 and I just couldn't stand it anymore. So, me and her
7 started talking on the phone again and, yes, I -- she asked
8 -- she said please come back. Mikie, our little grandchild
9 I used to love -- I still love him -- but anyway he was
10 begging me to come back, wanted me to come back. So, I, I
11 went back. Tried to make it work.

12 Q. Okay.

13 A. Alcohol don't help it, don't make it work.

14 Q. Did you, in fact, have stage IV colon cancer?

15 A. No, ma'am, I did not. I got misdiagnosed.

16 THE COURT: You have to speak into ---

17 MS. JEFFRIES: That's right.

18 THE COURT: --- the microphone to be recorded.

19 MS. JEFFRIES: That's right.

20 THE COURT: It's okay.

21 BY MS. JEFFRIES:

22 A. I did not. I got misdiagnosed.

23 Q. Okay. So, you told Debbie that, but then you later
24 found out it ---

25 A. I found out almost a year later, yes, ma'am.

1 Q. All right. How long did you stay with Debbie the
2 second time, sir?

3 A. Hell, she knows better than me. I don't know. Maybe
4 eight months, nine months. I don't know.

5 Q. All right.

6 A. She put me in the street pretty quick again. I don't
7 know.

8 Q. So, you told her that you were living with your son,
9 and things weren't going well with the son and you're ---

10 A. I didn't beg her to do nothing. We started talking
11 again. She told me I could back. So, that's what I did.
12 I didn't beg. I ain't -- I don't beg anybody for anything.
13 But no, ma'am, she asked -- she said -- she felt sorry for
14 me. So, she said you want to come, come here? I'll take
15 care of you. That's what she said.

16 Q. You brought up the fact that you had stage IV colon
17 cancer.

18 A. Yes, I did. Yes, ma'am, I did. I'm not denying that.

19 Q. That was later misdiagnosed?

20 A. Yes, ma'am. It was later misdiagnosed, yes, ma'am.

21 Q. All right. All right, and you lived with Debbie eight
22 months. In that eight months, did you ever go to any
23 doctors' appointments, Mr. Helms?

24 A. I went to numerous doctor appointments. What do you
25 mean?

1 Q. Where did you go, sir?

2 A. Dr. -- well, Borucki's number one. I got to remember
3 his name.

4 Q. It's a serious diagnosis, sir. Where did you go?

5 A. I'm trying to remember, ma'am; just give me a second,
6 please. I can't remember right off hand. I can't
7 remember.

8 Q. Okay.

9 A. Now what's my health got to do with anything? I mean,
10 now really, what does my health have to do with anything?
11 Ma'am?

12 Q. Sir, who gave you the diagnosis of stage IV ---

13 A. A doctor ---

14 Q. --- colon cancer?

15 A. In Las Vegas.

16 Q. A doctor in Las Vegas?

17 A. Yes, ma'am.

18 Q. What's that doctor's name?

19 A. I can't remember off the top of my head, ma'am. It's
20 been two years ago.

21 Q. Okay.

22 A. I was taking this plant-based medicine.

23 Q. Which oncologist in Columbia, South Carolina, did you
24 see when you ---

25 A. I don't remember, ma'am.

1 Q. Which doctor said that you were misdiagnosed, sir?

2 A. I don't remember, ma'am.

3 Q. Where did you go for your PET scan?

4 A. I don't remember, ma'am.

5 Q. Where did you go for a CT scan?

6 A. I don't remember, ma'am.

7 Q. How many times did you present to any medical provider
8 in South Carolina as it relates to your misdiagnosis of
9 stage IV ---

10 A. I don't remember, ma'am.

11 Q. --- colon cancer? You don't know how many times you
12 went to the doctor?

13 A. No, ma'am.

14 Q. Okay. When did you tell Debbie that was a
15 misdiagnosis?

16 A. I haven't talked to Debbie since she kicked me out.

17 Q. So, she never knew that it was a misdiagnosis then,
18 did she?

19 A. No.

20 Q. Okay. Mr. Helms, you previously testified that you
21 made \$14,000 towards the downpayment on 809 Shull Street?

22 A. Yes, ma'am.

23 Q. And you said there was a check, and you've not
24 produced a copy of that check, have you?

25 A. I didn't produce -- I gave her the money that, that

1 come -- it was her -- I gave her the money.

2 Q. Well, let me ask you.

3 A. You know what? No, I believe you are right. I
4 believe I did give the check. I'll have to get with
5 Wachovia. I have not produced it. No, ma'am, I did not.
6 I guess, I guess I did wrong, too. Yes, ma'am. I don't
7 remember. I don't -- I did not produce it.

8 Q. You, you agree with me that you did not produce a copy
9 of that check?

10 A. I have not produced a copy of that check.

11 Q. Okay.

12 THE COURT: Can I -- let me to ask y'all to stop.
13 There's some work-related matters I need to discuss with
14 Jim Truett. Be right back.

15 (OFF THE RECORD.)

16 THE COURT: Security is going to lock down the
17 building at 5:00. So, we might as well stop right now,
18 okay? So, what time do you want to start in the morning?
19 9:30?

20 MS. JEFFRIES: I was going say.

21 THE COURT: You come from Orangeburg?

22 MS. JEFFRIES: I actually live in West Columbia.

23 MR. MOORE: 9:30 is better.

24 MS. JEFFRIES: 9:30 is good. 9:30 is good.

25 THE COURT: Y'all be good. Be careful. I'll see

1 y'all in the morning.

2 (THE WITNESS EXITS THE STAND.)

3 (WHEREUPON, THE CASE IS AT EASE.)

4 *TUESDAY, JULY 14, 2020*

5 (COURT RESUMES AT 9:37 A.M.)

6 THE COURT: We all ready? Everybody ready?

7 Mr. Helms, you may come back up. You are still under
8 oath.

9 Any motions? Any additional things I need to consider
10 before we get started this morning?

11 MS. JEFFRIES: None from the defendant.

12 THE COURT: Okay.

13 MR. MOORE: No, sir.

14 THE COURT: That's good.

15 Okay, you may proceed.

16 MS. JEFFRIES: Thank you.

17 CROSS-EXAMINATION BY MS. JEFFRIES RESUMES:

18 Q. Mr. Helms, good morning.

19 A. Good morning.

20 Q. Last night, what did you go?

21 A. Went home and rested.

22 Q. Did you have any conversations with your attorney or
23 your attorney's office?

24 A. No, ma'am.

25 Q. Okay, and I want to summarize where we are with your

1 testimony, sir. You incorporated L&D Enterprises in 1998,
2 correct?

3 A. I think it was '99 to 2000.

4 Q. Okay. You purchased the inventory to Alice's Food
5 Mart from your son-in-law, Michael, in 2000, correct?

6 A. Yes, ma'am.

7 Q. And you paid him \$18,000 for Alice Food Mart, correct?

8 A. Yes, ma'am.

9 Q. There were no gas pumps at Alice Food Mart, correct?

10 A. No, ma'am, there were not.

11 Q. You did not change the name of that store, did you?

12 A. Yes, I did.

13 Q. From Alice Mart -- Alice Food Mart to Jimmy's, did
14 you?

15 A. We did later.

16 Q. Was it you or was it Debbie that changed the name of
17 that store?

18 A. We did it together.

19 Q. Debbie comes into the picture in the year of 2003?

20 A. That's correct. Yes, ma'am.

21 Q. Is that correct?

22 A. Yes, ma'am.

23 Q. All right, and L&D Enterprises is transferred to
24 Debbie in 2003, correct?

25 A. Somewhere in that year, yes, ma'am. I think so, yes,

1 ma'am.

2 Q. All right.

3 THE COURT: Both of you need to speak up.

4 WITNESS: Sorry. Yes, sir.

5 THE COURT: It's hard to hear you.

6 BY MS. JEFFRIES:

7 Q. From 2000 to 2003, Alice's Food Mart was operating at
8 a loss, correct?

9 A. I, I don't remember. I mean, I, I don't think so. I
10 mean, I don't -- it could have been, yes, ma'am. I'm not
11 sure.

12 Q. Okay. It could have been, yes, ma'am. I'm not sure.
13 Which one?

14 A. I'm not sure. I don't think we -- I don't think I
15 lost a lot of money then, no, ma'am.

16 Q. All right. You told Debbie you needed her to come in
17 and help, correct?

18 A. I told her to come and help me?

19 THE COURT: Mr. Helms, if you don't speak up, this
20 court reporter ---

21 WITNESS: I'm sorry.

22 THE COURT: --- Ms. Harris is going ---

23 WITNESS: Okay. Sorry.

24 THE COURT: --- to yell at you.

25 WITNESS: Sorry.

1 BY MS. JEFFRIES:

2 A. She -- we got together. She offered to come in and
3 help me, yes, ma'am.

4 Q. All right. Right off the bat, your relationship
5 began. We've already established it was in 2002 and 2003,
6 correct?

7 A. Yes, ma'am.

8 Q. All right, and L&D Enterprises did not own any real
9 property in the beginning, 2002 to 2003, correct?

10 A. Correct. Correct.

11 Q. All right.

12 A. Yes, ma'am.

13 Q. And the only, the only thing that was going on with
14 L&D Enterprises was your video poker machines, correct?

15 A. I had a convenience store also.

16 Q. What was the profit for you, sir? Was it the video
17 poker machines?

18 A. Oh, of course. The main money was video poker, yes,
19 ma'am.

20 Q. All right. Video poker machines, that's cash,
21 correct?

22 A. Yes, ma'am.

23 Q. All right. You go in and you take the cash out,
24 correct?

25 A. Yes, ma'am.

1 Q. All right, and you've already testified that you've
2 not reported the earnings that you received from the video
3 poker machines, correct?

4 A. I reported some. I reported some money.

5 Q. But all?

6 A. No, not all of it, no, ma'am. No, ma'am.

7 Q. All right, and you told Debbie all you cared about was
8 the video poker machines, didn't you?

9 A. I said that's where the money was. I don't know I
10 said it exactly the way you said it, but that's where the
11 money was. I told her, yes, ma'am.

12 Q. Okay. So, you told Debbie your concern and all you
13 cared about was the video poker machines?

14 A. Uh-huh. Yes, ma'am.

15 Q. And you didn't care about the rest of the store. You
16 had no interest in the store. Isn't that correct?

17 A. No, ma'am. That's not correct. I worked my butt off
18 at the store. No, ma'am, I disagree with that. I wanted
19 everything to make money. Why would I not want the store
20 to make money?

21 Q. Mr. Helms, you're a gambler?

22 A. Yes, ma'am.

23 Q. You're a hustler?

24 A. I don't know about being a hustler, but I'm a gambler,
25 yes, ma'am.

1 Q. You are a self-described junkie.

2 THE COURT: Stop. You know, this is nonjury. It's
3 me. We've been over this already. Let's move along a
4 little bit.

5 MS. JEFFRIES: Sure.

6 THE COURT: I remember exactly what the testimony was.

7 MS. JEFFRIES: Sure.

8 BY MS. JEFFRIES:

9 A. I am, I am not a junky.

10 Q. Okay. You have personally issued subpoenas in this
11 case, haven't you, sir?

12 A. Personally?

13 Q. Issued subpoenas.

14 A. To witnesses?

15 Q. Yes.

16 A. Yes, ma'am.

17 Q. So, you know what a subpoena is?

18 A. Yes, ma'am.

19 Q. Tell me and tell this court. What witnesses did you
20 personally issue subpoenas to?

21 A. My daughter's one, Christa Wilks; my son-in-law which
22 I bought the store from, Michael Wilks; Wendy Burnett,
23 which worked for us, which worked -- well, she worked for
24 me a long time before Debbie came; and then let's see,
25 Viral Patel, the guy that bought the business from us;

1 Senator Jakie Knotts; Betty Knotts; my son Kaden Helms.

2 Q. How old is your son Kaden?

3 A. Nineteen.

4 Q. Okay, and, Mr. Helms, why did you issue subpoenas in
5 this case as opposed to someone else?

6 A. Well, I couldn't afford it.

7 Q. Okay. What did you tell Wendy when you took the
8 subpoena to her?

9 A. I told her to tell the truth.

10 Q. What ---

11 A. That was my exact words.

12 Q. What did you tell Mr. Patel?

13 A. What'd I -- I didn't ---

14 Q. When you took the subpoena to him.

15 A. I just handed it to him. I just told him please try
16 to come.

17 Q. Okay. When is the last time you talked to Senator
18 Jakie Knotts?

19 A. Few days. When I met him to sign the subpoena few
20 days ago.

21 Q. What was that?

22 A. Oh, excuse me. I talked to him outside. I'm sorry.
23 Just a few minutes ago, ma'am. Sorry.

24 Q. And what did you and Mr. Knotts talk about?

25 A. Just how is everything going. How you doing? How you

1 feeling?

2 Q. How much money did you get out of the video poker
3 machines weekly when it came in, when you were taking the
4 funds out of the video ---

5 A. I don't know.

6 Q. --- poker machines?

7 A. Some weeks were good; some weeks were not as good. I
8 don't -- can't give you an exact figure, ma'am.

9 Q. \$5,000 per day sounds ---

10 A. No.

11 Q. --- about right?

12 A. No, no. No, ma'am, not that kind of money. No,
13 ma'am. No, ma'am.

14 Q. 5,000 per week sound about right?

15 A. Sometimes 2,000, sometimes 3. Sometimes it'd be a
16 good week, yes, ma'am.

17 Q. Okay, and that went on for how many years, sir?

18 A. Fifteen, I guess. Long time. I been in the amusement
19 company business a long time way before this.

20 Q. I'm sorry. Could you repeat that?

21 A. I said I've been in the amusement company business a
22 long time. I said pretty much all my life, so.

23 Q. 1905 Osceola, you rented that out, didn't you?

24 A. Yes, ma'am.

25 Q. All right. How much did you rent that out for?

1 A. I believe we got 1,195.

2 Q. Okay. Per month?

3 A. Yes, ma'am.

4 Q. All right, and did you receive the rental income, sir?

5 A. I did, ma'am.

6 Q. And that went to your account, correct, sir?

7 A. Yes, ma'am.

8 Q. All right, and you used that money for however you
9 used it, right?

10 A. Yes, ma'am.

11 Q. And Debbie did not have any control over the rental
12 income and that money that you received on 1905 Osceola,
13 did she?

14 A. She had no control but if she needed it, she could
15 have it. She could get it. She knew that, so.

16 Q. You know the store ---

17 A. Excuse me. I'm sorry.

18 Q. That's okay.

19 A. Ma'am.

20 Q. The store -- bank and the operational bank account for
21 the store, do you know what bank that is, sir?

22 A. Wachovia. It was Wachovia.

23 Q. Okay.

24 A. Yes, ma'am.

25 Q. All right. You've not issued any subpoenas to

1 Wachovia to ---

2 A. No, ma'am.

3 Q. --- receive any of those documents, have you?

4 A. No, ma'am. Excuse me. I'm sorry.

5 (A PAUSE.)

6 A. Okay.

7 MS. JEFFRIES: All right, no further questions for
8 you, Mr. Helms.

9 WITNESS: Thank you.

10 MR. MOORE: No questions.

11 THE COURT: All right. You may step down, sir.

12 WITNESS: Thank you.

13 (THE WITNESS EXITS THE STAND.)

14 THE COURT: Call your next witness.

15 MR. MOORE: Wendy Burnett.

16 (A PAUSE.)

17 CLERK OF COURT: Could you state your full name,
18 please?

19 WITNESS: Wendy Burnett.

20 WENDY BURNETT, BEING DULY SWORN,

21 TESTIFIES AS FOLLOWS:

22 CLERK OF COURT: Thank you. You can have a seat.

23 DIRECT EXAMINATION BY MR. MOORE:

24 Q. Ms. Burnett, you can take the mask off while you
25 testify, if you would, so we can hear you.

1 A. Okay.

2 Q. There you go. What is your name?

3 A. Wendy Burnett.

4 Q. And I believe you have a back problem, don't you?

5 A. Yes, I do.

6 Q. Were you at the hospital yesterday?

7 A. Yes, sir.

8 Q. And you're in pain this morning?

9 A. Yes, sir.

10 Q. Wendy, where do you work?

11 A. Jimmy's Mini Mart in West Columbia.

12 Q. And how long have you worked at Jimmy's, Jimmy's Mini
13 Mart?

14 A. Since about 2002.

15 Q. Who hired you to work at Jimmy's Mini Mart?

16 A. Jimmy Helms.

17 Q. With -- at the time that Jimmy hired you, did you know
18 Debbie?

19 A. No.

20 Q. What was Jimmy's position with Jimmy's Mini Mart when
21 he hired you?

22 A. The owner, I assumed.

23 Q. Okay, you assumed he was the owner. Why did you
24 assume he was the owner?

25 A. Because it was Jimmy's and he was named Jimmy.

1 THE COURT: Ms. Burnett, I'm sorry, you're going to
2 have to pull that microphone a little closer to you.

3 WITNESS: Oh. Okay.

4 THE COURT: So I can hear you. All right.

5 BY MR. MOORE:

6 Q. And when, when you first got employed there, who wrote
7 your paychecks?

8 A. I was paid in cash.

9 Q. And who paid you?

10 A. Jimmy.

11 Q. Now at some point in time, did Debbie -- let me ask
12 you this. Did Jimmy work at the, at the mini mart, too?

13 A. I, when I first started working there, I came in in
14 the afternoon. He was already gone by then.

15 Q. All right.

16 A. I don't know if he came in and worked when I first
17 started.

18 Q. How about later on?

19 A. Later on he worked in the mornings; he came in and ran
20 the register.

21 Q. All right. Now at some point in time, did you meet
22 Debbie?

23 A. Yes, I did.

24 Q. How did you meet her?

25 A. Actually, I met her at Jimmy's house at the lake.

1 Q. And what did you understand their relationship to be?

2 A. That they were dating.

3 Q. All right. At any point in time, did you perceive a
4 change of opinion as to what their relationship was?

5 A. Well, they were living together, but...

6 Q. Did you ever think they were married?

7 A. No, sir.

8 Q. All right. They were living together, right?

9 A. Yes, sir.

10 Q. How did you know that?

11 A. Because I had been to their house before, and they
12 were together.

13 Q. Now at some point in time, did Debbie start working at
14 the store?

15 A. Yes, sir.

16 Q. And who actually ran the store? Was it Debbie, was it
17 Jimmy, or was it both of them?

18 A. I guess it was both of them.

19 Q. All right. Did you know for sure who actually owned
20 the store?

21 A. Not per se, no.

22 Q. Who did you think owned the store?

23 A. Well, when I started working for Jimmy, I assumed he
24 owned it, but then I had been told that -- excuse me --
25 that Debbie had invested money into it.

1 Q. All right.

2 A. I was told that.

3 Q. All right. So, Debbie had invested money. So, did
4 you think that she owned it or Jimmy owned it or both owned
5 it?

6 A. I, I have no idea.

7 Q. And the store was managed by Debbie, Jimmy, or both of
8 them?

9 A. Both of them. They both came in together unless they
10 were arguing with one another.

11 Q. Which they did from time to time?

12 A. Quite often, yes, sir.

13 Q. And when they weren't arguing, did they work side by
14 side at the store?

15 A. No. One would come in the store. They would come in
16 at different times so they didn't have to see one another.

17 Q. Okay, and they worked that way for how many years?

18 A. I don't know. I mean...

19 Q. It's okay. A number of years?

20 A. Yes. I guess.

21 MR. MOORE: All right. Thank you. Thank you very
22 much. Would you answer any questions the lawyer might have
23 for you?

24 CROSS-EXAMINATION BY MS. JEFFRIES:

25 Q. Ms. Burnett, did you take any pain medication this

1 morning?

2 A. No, ma'am, I didn't.

3 Q. Okay. Are you feeling okay?

4 A. Not really, no.

5 Q. Ma'am?

6 A. No, ma'am.

7 Q. Okay. You don't know who the owner of this store,
8 Jimmy's Mart, is, correct?

9 A. Well, I mean, I was never -- when I first started
10 working there, Jimmy was the owner. Jimmy hired me. I --
11 you know, he was the owner. Debbie came into the picture.

12 Q. Right.

13 A. I was told that, you know, she invested money in it.
14 So, I, I don't know who the owner was.

15 Q. Yes, ma'am, and when Debbie came into the picture, you
16 began receiving payments by check, correct?

17 A. Yes, ma'am, I did.

18 Q. And Debbie signed your checks?

19 A. Yes, ma'am.

20 Q. And before Debbie came into the picture with the
21 store, were things a little chaotic at the store?

22 A. At times, yes, ma'am.

23 Q. Okay, and were there issues involving theft with
24 certain employees and lottery tickets?

25 A. Well, when I was first hired by Mr. Helms and, and

1 then a few months after I was hired, I went in to work.

2 And I was told by the gentleman that was also an employee
3 there that Jimmy said that it was slow, and he didn't need
4 me right now, and he would call me back when he did.

5 Well, a few days later, Jimmy called me back and told
6 me to come in because -- the reason why he wanted me out of
7 the picture for a few days was because he suspected an
8 employee was stealing money from the lottery. So -- and
9 the employee had accused me of doing it. So, he wanted me
10 out of the picture to prove that the other employee was the
11 one that was doing it. Now, that was when I was first
12 hired, first started with Jimmy.

13 Q. You were arrested at Jimmy's Mini Mart?

14 A. Yes, I was.

15 Q. What were you arrested for?

16 MR. MOORE: Your Honor, I would have to object ---

17 A. Operating video ---

18 MR. MOORE: --- to relevance.

19 THE COURT: All right. Hold on. I'm going to ask.
20 Basis?

21 MR. MOORE: Relevance.

22 THE COURT: What is the relevance of whether or not
23 she was arrested?

24 MS. JEFFRIES: Your Honor, I think it ---

25 THE COURT: I'm going to listen to you. Go ahead.

1 MS. JEFFRIES: Certainly. We believe that it's
2 relevant to the overall issues in this case where ---

3 THE COURT: All right, specifically how, ma'am?

4 MS. JEFFRIES: Regarding credibility of particularly
5 this witness, particularly Mr. Helms.

6 THE COURT: Go ahead. Go ahead.

7 MS. JEFFRIES: Okay.

8 THE COURT: Go ahead. Go ahead.

9 BY MS. JEFFRIES:

10 Q. You were arrested in 2007 at the store?

11 A. Yes, ma'am, I was.

12 Q. What was the charge?

13 A. Conspiracy to operate a video gaming room, and
14 conspiracy to pay out people that played video poker
15 machines.

16 Q. Did that involve Mr. Helms?

17 A. Yes, it did.

18 Q. And did Mr. Helms bond you out on that charge?

19 A. Yes, he did.

20 Q. And what was the disposition of that charge? What end
21 -- what happened?

22 A. When we went to court, it was, I think, dropped down
23 to a misdemeanor and we were charge -- fined \$100.

24 Q. Mr. Helms paid your fine?

25 A. Yes, ma'am.

1 Q. Okay.

2 MS. JEFFRIES: And I think that's all the questions
3 I've got for you, Ms. Burnett. Thank you.

4 THE COURT: Anything further, Mr. Moore?

5 MR. MOORE: No sir. Might this witness be excused?

6 THE COURT: Please do. You may go back.

7 (THE WITNESS EXITS THE STAND.)

8 THE COURT: And parenthetically, y'all have got to
9 bear in mind I'm the judge and the jury, and whether
10 there's an objection, the other side has the right to
11 proffer. Sorry. Let's all relax a little bit about that,
12 okay?

13 In other words, Ms. Jeffries and Mr. Moore, whether I
14 agree or disagree doesn't matter. You still have the right
15 to proffer whatever is it is you want to show, and that's
16 the way it's always worked.

17 (A PAUSE.)

18 CLERK OF COURT: State your full name, please.

19 WITNESS: John Milton Knotts, Jr.

20 CLERK OF COURT: Excuse me?

21 WITNESS: John Milton Knotts, Jr. Jake Knotts.

22 JOHN M. KNOTTS, JR., BEING DULY
23 SWORN, TESTIFIES AS FOLLOWS:

24 THE COURT: Go ahead and finish. That's all right.

25 MR. MOORE: Can we go off the record so the court

1 reporter doesn't have to take this down?

2 THE COURT: What?

3 MR. MOORE: Can we go off the record so she doesn't
4 have to take this down.

5 THE COURT: Sure.

6 (OFF THE RECORD.)

7 THE COURT: All right, are we ready?

8 MR. MOORE: We're ready.

9 DIRECT EXAMINATION BY MR. MOORE:

10 Q. What is your name?

11 A. Jake Knotts.

12 COURT REPORTER: Remove your mask, please.

13 WITNESS: What?

14 COURT REPORTER: Remove your mask, please.

15 WITNESS: Oh. Thank you.

16 BY MR. MOORE:

17 Q. And, Jakie, do you know Jimmy Helms?

18 A. Yeah. I been knowing Jimmy Helms back when I was in
19 the police -- I was a police officer.

20 Q. Do you know Debbie Willing?

21 A. Yes.

22 Q. Now, let me ask this. Have you ever been in business
23 with Jimmy Helms?

24 A. Have I what?

25 Q. Ever -- have you ever been in business with Jimmy

1 Helms?

2 A. No.

3 Q. You ever take any money out of a video poker machine?

4 A. Did I ever take money out of a ---

5 Q. Have you ever been paid any cash money out of a video
6 poker machine that you were, were working on?

7 A. No, sir.

8 Q. Has Jimmy Helms ever given you any cash money out of a
9 video poker machine?

10 A. I ever accept any cash money from Jimmy Helms?

11 Q. Did Jimmy Helms help you with some of your political
12 campaigns?

13 A. Oh, yes. Him and half of South Carolina that was in
14 the machine, machine business, but it was all fundraisers
15 and campaign contributions and was listed.

16 Q. Did you ever take any money in cash?

17 A. No.

18 Q. All by check?

19 A. All by check.

20 Q. Did Jimmy ever make campaign contributions to you?

21 A. I'm sure he did, yes.

22 Q. Now, how did you meet Debbie?

23 A. We were invited down to go out with Debbie and Jimmy
24 and his wife is what he told us down to the Vista several
25 times. And we'd go out and have drinks and, and that, that

1 was it.

2 Q. And when he invited you to go out with his wife, who
3 was he talking about?

4 A. He was talking about Debbie. I believe it's her over
5 there.

6 Q. All right, and did you believe they were husband and
7 wife?

8 A. I had no reason not to believe they were husband and
9 wife. I mean, they -- I didn't go to the wedding, but I
10 didn't go to your wedding neither, but I know who your wife
11 is. I suspect who your wife is, you know.

12 Q. Did they act like husband and wife?

13 A. They acted better than husband and wife. They act
14 better than me and my wife did sometimes. But, no, they,
15 they acted like they -- they gave me no reason to believe
16 that they wasn't married.

17 Q. And did they ---

18 A. I really didn't care whether they was or wasn't.

19 Q. All right.

20 A. They were just good people.

21 Q. And where would you and your wife go socialize with
22 them?

23 A. Where was?

24 Q. Where did you go with them?

25 A. Down to the Vista to some of the places that just had

1 drinks in the afternoon.

2 Q. Now at any point in time, did you frequent Jimmy's
3 Citgo, mini mart?

4 A. I remember when Jimmy bought Jimmy's Mart.

5 Q. And ---

6 A. And I did go down there from time to time and get
7 sausage dogs or had a good breakfast in the morning, and I
8 bought gas down there from time to time.

9 Q. Now, you say you remember when Jimmy bought it. How
10 did you know he'd bought it?

11 A. Because he put his name on it.

12 Q. And would he be there working?

13 A. Huh? Yes.

14 Q. Did Jimmy work there?

15 A. Yes, sir.

16 Q. And at some point in time, did Debbie start working
17 there, too?

18 A. I don't know whether she ever worked there or not. I
19 mean, there was -- she could have.

20 Q. All right. You didn't have any real understanding
21 about who actually the owner was, did you?

22 A. No. I just -- it had his name on it, and he said he
23 bought it.

24 Q. All right. I don't have any further questions.

25 A. And I -- the only reason I know that, we owned the

1 party shop up the street, my wife and I, named Jake's Party
2 Shop, and it was about three, four blocks right by the
3 Whataburger on Meeting Street, and it was convenient to go
4 up there and, and eat.

5 MR. MOORE: All right. Thank you, Jake. Would you
6 answer any questions counsel might have for you?

7 CROSS-EXAMINATION BY MS. JEFFRIES:

8 Q. Mr. Knotts, when is the last time you saw my client,
9 Debbie Willing?

10 A. Three or four years, five years ago, something like
11 that.

12 Q. So, roughly about 2010?

13 A. 2010?

14 A. I'm sorry. Five years ago would be 2015. Is that
15 about right?

16 A. I don't remember.

17 Q. Okay.

18 A. I don't.

19 Q. When is the last time you had dinner or any cocktails
20 with Debbie and Jimmy?

21 A. I can't, I can't tell you when it was, but it was, it
22 was down at the Vista.

23 Q. Okay.

24 A. My wife was with us.

25 Q. Right. You have no personal knowledge as to the

1 business affairs of Debbie Willing or Jimmy Helms, do you?

2 A. No.

3 Q. Okay.

4 A. He's just a -- been a friend. I knew him, like I
5 said, back whenever I was working for the City of Columbia.

6 MS. JEFFRIES: All right, no further questions. Thank
7 you.

8 THE COURT: Anything further?

9 MR. MOORE: No, sir. Might this witness be excused?

10 THE COURT: All right. I guess since you're no longer
11 a senator, I can refer to you as Senator Knotts. You may
12 step down, sir.

13 WITNESS: Thank you, Judge.

14 (THE WITNESS EXITS THE STAND.)

15 (A PAUSE.)

16 THE COURT: Good luck to you, sir.

17 WITNESS: Thank you, Judge.

18 THE COURT: Let's take a little short break before you
19 call your next witness. Long? Short? Short?

20 MR. MOORE: Short. We got short.

21 THE COURT: Okay, let's take about five. Go refresh
22 yourselves. We'll be right back. We're moving along
23 pretty good.

24 (OFF THE RECORD.)

25 THE COURT: Who's the next one?

1 MR. MOORE: Betty Knotts. They've gone to get her.

2 THE COURT: You said who?

3 MR. MOORE: Betty Knotts.

4 (A PAUSE.)

5 CLERK OF COURT: State your full name, please.

6 WITNESS: Betty B. Knotts.

7 BETTY B. KNOTTS, BEING DULY SWORN,
8 TESTIFIES AS FOLLOWS:

9 CLERK OF COURT: Thank you. You can have a seat right
10 there.

11 THE COURT: Ms. Knotts, you're going to have to pull
12 your mask down so we can hear you clearly, and speak into
13 the microphone, please, ma'am.

14 WITNESS: Like this?

15 THE COURT: Yes. Yeah.

16 Go ahead, Mr. Moore.

17 DIRECT EXAMINATION BY MR. MOORE:

18 Q. What is your name?

19 A. Betty B. Knotts.

20 Q. Are you married?

21 A. I am.

22 Q. Who are you married to?

23 A. Jake Knotts.

24 Q. How long have y'all been married?

25 A. Fifty-five years in October.

1 Q. Now, do you know Jimmy Helms?

2 A. I do.

3 Q. How do you know Jimmy?

4 A. Through Jackie and seeing him.

5 Q. How long have you known Jimmy?

6 A. I'd say maybe forty years.

7 Q. Do you know Debbie?

8 A. I do know Debbie.

9 Q. How do you know Debbie?

10 A. From being married to Jimmy.

11 Q. And why do you think she was married to Jimmy?

12 A. They were always together and had things together and
13 lived together.

14 Q. Did either one of them ever refer to the other as
15 spouse, my wife, my husband?

16 A. Jimmy did. Jimmy did.

17 Q. What did he refer to her as?

18 A. As his wife.

19 Q. All right. Now, you say they had things together.
20 What do you mean by that?

21 A. They had a convenience store together.

22 Q. And you say they lived together. How did you know
23 that?

24 A. They said they did.

25 Q. Now at any point in time, did you and your husband

1 socialize with Jimmy and Debbie?

2 A. We did.

3 Q. What did you do?

4 A. We went out to eat and have drinks.

5 Q. And did they appear to share things?

6 A. Yes.

7 Q. Why do you say that?

8 A. They were just together, and they just acknowledged
9 theirselves as husband and wife, and they had the store
10 together. So, just thought they were.

11 Q. Now, are you familiar with an establishment known as
12 Jake's Party Shop?

13 A. Yes.

14 Q. Did you ever work there?

15 A. Jake's Party Shop, I own Jake's Party Shop, me and, me
16 and Jakie.

17 Q. And how far was Jake's Party Shop from Jimmy's Mini
18 Mart?

19 A. I'll say a block.

20 Q. And did you ever have occasion to go into Jimmy's Mini
21 Mart?

22 A. I did.

23 Q. And who would you see working there?

24 A. Jimmy and his wife, Debbie.

25 Q. And were there other people from time to time working

1 there?

2 A. Correct. Yes.

3 Q. Did you find it unusual that they would be working
4 there together?

5 A. Not really.

6 MR. MOORE: All right. I have no further questions.
7 Thank you, Your Honor.

8 THE COURT: Any questions?

9 MS. JEFFRIES: Yes.

10 CROSS-EXAMINATION BY MS. JEFFRIES:

11 Q. Ms. Knotts, when is the last time you saw Debbie
12 Willing?

13 A. Probably ten or so years back.

14 Q. All right. So, you hadn't seen her since roughly
15 2010. Is that correct?

16 A. Correct. It's probably been a little bit -- it's
17 probably been longer than that, yeah.

18 Q. You, you've never heard Debbie refer to Mr. Helms as
19 her husband?

20 A. No, I don't think so.

21 Q. Okay.

22 A. I don't -- but she was always there when we spoke with
23 Jimmy.

24 Q. All right. You have no personal knowledge as to the
25 business affairs of either Debbie Willing or Jimmy Helms,

1 do you?

2 A. They owned that store together or he owned store.

3 Q. Have you seen any documents as it relates to ownership
4 of that store?

5 A. No.

6 Q. All right. You've not seen any notes or any deeds,
7 correct?

8 A. Correct.

9 Q. Had no conversations with Mr. Helms as it relates to
10 deeds and title work to either 812 Meeting Street or 820
11 Meeting Street, have you?

12 A. No.

13 Q. All right. So, what you believe is just based on what
14 Mr. Helms has said, correct?

15 A. Mr. Helms and Debbie said, yes.

16 Q. Well, well, what ---

17 A. I mean, they were together.

18 Q. Fair enough.

19 MS. JEFFRIES: No further questions. Thank you.

20 WITNESS: Okay.

21 THE COURT: Anything further, Mr. Moore?

22 MR. MOORE: No, sir. Might this witness be excused?

23 THE COURT: Yes.

24 (THE WITNESS EXITS THE STAND.)

25 MR. MOORE: Christa Wilks.

1 (A PAUSE.)

2 THE COURT: This is Mr. Helms's daughter. Is that
3 correct?

4 MR. MOORE: Yes, sir.

5 CLERK OF COURT: State your full name, please.

6 WITNESS: Christa Helms Wilks.

7 CLERK OF COURT: Spell your first name, please.

8 WITNESS: C-h-r-i-s-t-a.

9 CHRISTA H. WILKS, BEING DULY
10 SWORN, TESTIFIES AS FOLLOWS:

11 CLERK OF COURT: Thank you. You can have a seat.

12 DIRECT EXAMINATION BY MR. MOORE:

13 Q. Christa, you can take the mask down.

14 A. Okay. Thanks.

15 Q. Your name is Christa Wilks?

16 A. Yes, sir.

17 Q. And how are you related Jimmy Helms?

18 A. I'm his daughter. I'm the oldest.

19 Q. How many brothers and sisters do you have?

20 A. I have a lot. I have two brothers. My, my mother and
21 father were married. They had three children, and then he
22 married, and he has an adopted son and two more children.
23 So, a half brother and a half-sister.

24 Q. All right. Now at some point in time, you became
25 familiar with something called Jimmy's Mini Mart?

1 A. Yes, sir.

2 Q. How did you first become knowledgeable of the store?

3 A. My husband, Michael Wilks, he bought that business
4 probably in the '90s. I'm not exactly sure what year it
5 was but he ---

6 THE COURT: Ms. Wilks, will you pull the microphone up
7 just a little bit?

8 WITNESS: Pull?

9 THE COURT: The microphone. The microphone.

10 WITNESS: Oh. Oh, yeah.

11 THE COURT: Yeah, yeah, yeah. That's better.

12 WITNESS: Okay. Is that better?

13 BY MR. MOORE:

14 Q. All right, you said your husband bought the business
15 in the 1990s?

16 A. Right. It was called Alice's Food and Beverage.

17 Q. All right, and your husband ran the store from until
18 when?

19 A. I can't give you an exact date, but I think probably
20 before 2000 maybe until -- my daughter was born in 2000.
21 No, actually -- I can't remember the exact date. That's
22 been a long time ago.

23 Q. That's all right. So, who did your husband sell the
24 convenience store to?

25 A. My father.

1 Q. The -- did he sell the land or did he sell the
2 inventory in the business?

3 A. Yeah, just the inventory in the business. We did not
4 own the property.

5 Q. Who actually owned the real estate?

6 A. Whoever we leased, like, paid rent to, but I don't
7 know. He did that.

8 Q. Do you know how much money your father paid your
9 husband for the business?

10 A. No. He just paid. I know he just gave him -- like,
11 bought the inventory and that was it.

12 Q. Did Debbie Willing pay any money for the business?

13 A. No.

14 Q. How do you know that?

15 A. Because I would think -- this is my -- this is how I
16 remember is my oldest was born in 2000 of -- April of 2000,
17 and my dad's youngest, Kaden, was born in October of 2000
18 and I, I think at the time my dad and Sandy were still,
19 were still -- because -- were still together.

20 Q. That's right.

21 A. He wasn't even with Debbie at that time, if I...

22 Q. All right.

23 A. Because the, the age, the year, that's how I
24 recollect. That's how I remember.

25 Q. All right. So, when your dad bought the business from

1 your husband, was Debbie even in the picture?

2 A. No. They were neighbors but they weren't, like,
3 together or anything.

4 Q. At some point in time, did they come together?

5 A. Yes.

6 Q. And how did their relationship develop? What did they
7 do? Did they move in together?

8 A. Yes. So, at some point Dad lived in -- at Lake Murray
9 out -- and then Debbie and her ex-husband also lived in
10 Lake Murray at the same neighborhood. And then, yeah,
11 after they separated, they both -- my -- both of -- Debbie
12 separated from her husband. My dad separated from his
13 wife, and at some point they moved in together.

14 Q. All right, and they lived together for a long period
15 of time?

16 A. Yeah. I think, like, fifteen years or something.
17 It's been a long time.

18 Q. During that fifteen years that they lived together,
19 can you describe how they managed their financial affairs?
20 Did they keep everything separate, or was it together, or
21 mixed up, or what?

22 A. I'm -- as, as far as I knew -- I mean, of course, I
23 don't have access to their, you know, accounts or anything
24 like that, but, I mean, they always were together. They
25 did pretty much everything together. They worked together

1 side by side at that store for a long time, and they
2 managed everything together.

3 Q. What do you mean by that, they managed everything
4 together? What do you mean by that? Explain that to me.

5 A. I mean, they were -- in my eyes, they weren't legally
6 married but they were married. They operated like a
7 married couple. You know what I mean? Like, they worked
8 together for a very long time. They both -- they loved
9 each other. They had -- they raised -- you know, Dad's
10 youngest child, Kaden, was raised with them together. Her
11 son, Michael, her daughter, Stephanie, I mean, we all did
12 stuff as family. We'd go over there for July 4th. We
13 would do -- even though I was the oldest -- I had the first
14 grandchild in our family, which was a daughter. So, she
15 and Kaden, you know, were pretty close in age. We always
16 did -- we just did, we always did stuff as a family.

17 Q. All right. Did they seem to keep their finances
18 separate or together?

19 A. Together.

20 MR. MOORE: All right, have no further questions.
21 Would you answer any questions counsel might have?

22 THE COURT: Cross?

23 CROSS-EXAMINATION BY MS. JEFFRIES:

24 Q. Christa, you've never seen a bank statement belonging
25 to your father or Debbie Willing, have you?

1 A. No. Huh-uh.

2 Q. You've never seen a tax return belonging -- or by your
3 father or Debbie, have you?

4 A. I can say I have seen a tax return.

5 Q. All right, and based on the tax returns that you saw,
6 they were separate, weren't they?

7 A. Now that I don't know.

8 Q. Okay. Well, you saw it. What do you, what do you
9 remember?

10 A. I just, I know that over -- I mean, this is probably
11 here nor there. I'm just saying I've seen a tax return
12 before because my parents were divorced. It's just -- you
13 know, I'm the oldest. I get a lot of information.

14 Q. I know. I know firsthand, but in any event, you don't
15 know how your father and Debbie filed their tax returns, do
16 you?

17 A. I don't know how they filed their tax returns.

18 Q. All right.

19 A. No.

20 Q. All right, and you don't know how bills were paid in
21 the home, do you?

22 A. I know...

23 Q. You're shaking your head now. I just need a verbal
24 response for the record.

25 A. I'm -- I would say a hundred percent? No.

1 Q. Okay. All right, and do, do you recall ever signing a
2 promissory note in December of 2003?

3 A. No. You asked me that yesterday, too, and I don't
4 know what...

5 Q. Okay. I want to show you something, and I just want
6 you to just look at it and see if it can refresh your
7 recollection.

8 A. Okay.

9 (COUNSELORS CONFER.)

10 THE COURT: Is it already in?

11 MS. JEFFRIES: It's not admitted. It's not in.

12 THE COURT: Any objection, Mr. Moore?

13 MR. MOORE: None.

14 MS. JEFFRIES: Thank you.

15 THE COURT: You want to go ahead and enter it? Well,
16 let her identify it first.

17 MS. JEFFRIES: Thank you.

18 THE COURT: She may know it. May not.

19 MS. JEFFRIES: Thank you.

20 BY MS. JEFFRIES:

21 Q. Let me just ask you to take a look at that for me
22 first.

23 (A PAUSE.)

24 A. No.

25 THE COURT: The answer is you do not recognize that

1 document?

2 WITNESS: No, sir, I don't. Uh-uh.

3 THE COURT: Okay.

4 BY MS. JEFFRIES:

5 Q. Okay. Let me take it back from you.

6 All right, you looked at this document. It's dated
7 December 12, 2003. Christa, is that your signature at ---

8 THE COURT: I think the witness says she said didn't
9 recognize the document.

10 MS. JEFFRIES: She doesn't recognize -- I just want to
11 ask her about her signature, Your Honor.

12 THE COURT: Go ahead.

13 BY MS. JEFFRIES:

14 Q. Do you recognize the signature at the bottom where it
15 says ---

16 THE COURT: I think she needs to have it in front of
17 her.

18 MS. JEFFRIES: Sure.

19 THE COURT: Trust me. I'm not trying to tell you what
20 to do, but if you're going to ask her about the signature,
21 let her look at it.

22 BY MS. JEFFRIES:

23 A. Okay, it says my name, but I don't recall, I don't
24 recall seeing this piece of paper, me actually signing it.

25 Q. Is -- can you recognize that as your signature?

1 A. No, because I put an H in the middle of all my
2 signatures. So, it's ---

3 Q. That's not ---

4 A. There's H Wilks. That's how I sign all my legal
5 documents.

6 Q. Fair enough.

7 THE COURT: Well, we need mark that as a court's
8 exhibit or an ID or something so it will be a part of the
9 record.

10 Are there any objections?

11 MR. MOORE: I have no, no objection.

12 THE COURT: Well, for my own benefit ---

13 MS. JEFFRIES: Sure.

14 THE COURT: --- I need that in the record if you're
15 going to ask the witness about it, that's all. And if you
16 have a copy, you can substitute a copy later on. But you
17 can understand why. The witness has been asked. She
18 didn't know. Is it a signature? Isn't not. It needs to
19 be a part of the record even as a court's exhibit.

20 MS. JEFFRIES: Certainly.

21 THE COURT: Okay. Well, give it to her, and she'll
22 mark it as Court's Exhibit Number 3. All right.

23 (PROMISSORY NOTE MARKED INTO EVIDENCE AS COURT'S
24 EXHIBIT NUMBER 3.)

25 MS. JEFFRIES: That's the only copy, Judge. You want

1 to just keep it?

2 THE COURT: Ma'am?

3 MS. JEFFRIES: That's the only copy.

4 THE COURT: Don't worry about it. We'll copy it for
5 you, get it back to you.

6 I'm sorry, any further questions?

7 BY MS. JEFFRIES:

8 Q. How often were you at the store to see your father and
9 Debbie at the store?

10 A. Oh, goodness, that's a long time ago. I, I would -- I
11 mean, at that time -- I was trying to think. I can't tell
12 you. I don't know. A lot. I mean, we'd go -- I'd go by
13 there occasionally. And I worked nearby until probably
14 2002, I think, downtown. So, sometimes I'd go, just drop
15 in there and say hey or whatever on the way home and stuff
16 like that because I live out in Chapin. So, it's kind of
17 far, and they live in town. So, sometimes we'd drive by
18 there.

19 Then as it -- over the years, I had more kids. As my
20 kids got a little bit older, like, they loved going to the
21 store. Like, my little boys were, like, let's get a hotdog
22 and something.

23 So, I mean, I could go into there today, and somebody
24 would tell you I'm Jimmy's daughter. That's how often they
25 saw -- I mean, they would know I was his daughter.

1 Q. So, you didn't go into the store daily or every other
2 day? I'm just trying to quantify the timeframe in which
3 you saw Jimmy in the store with Debbie in the store.

4 A. No, I didn't go there daily. That was a long way, but
5 I went, you know, often enough that -- I can't quantify
6 that. I just can't.

7 Q. No problem.

8 A. Maybe once a month maybe.

9 Q. All right.

10 A. Maybe, maybe not even...

11 Q. Fair enough.

12 A. Okay.

13 Q. Did you receive paychecks from Jimmy's Mini Mart at
14 any time?

15 A. No.

16 Q. Never did? Okay. Did you receive cash or payment as
17 an employee from Jimmy's Mini Mart?

18 A. No. Huh-uh.

19 Q. Okay.

20 A. I wasn't an employee there.

21 Q. Okay.

22 A. I had three kids. I wasn't working anywhere but home,
23 so.

24 Q. Fair enough. Fair enough.

25 MS. JEFFRIES: No further questions, Your Honor.

1 THE COURT: Anything further, sir?

2 MR. MOORE: No, sir.

3 THE COURT: You may step down, Ms. Wilks.

4 (THE WITNESS EXITS THE STAND.)

5 MR. MOORE: Call Viral Patel.

6 THE COURT: You said Patel?

7 MS. JEFFRIES: Patel, P-a-t-e-l. V-i-r-a-l, I
8 believe, is how he pronounces -- spells his ---

9 THE COURT: Well, that's how it's listed here.

10 (A PAUSE.)

11 CLERK OF COURT: Would you state your full name,
12 please?

13 WITNESS: Viral Patel.

14 CLERK OF COURT: Spell your first name, please.

15 WITNESS: V-i-r-a-l P-a-t-e-l.

16 VIRAL PATEL, BEING DULY SWORN,
17 TESTIFIES AS FOLLOWS:

18 CLERK OF COURT: Thank you. You may have a seat right
19 there.

20 DIRECT EXAMINATION BY MR. MOORE:

21 Q. Good morning, Mr. Patel.

22 A. Good morning.

23 Q. Your name is Viral Patel.

24 A. Uh-huh.

25 Q. Is that correct? Mr. Patel, are you in business?

1 A. Yes, sir.

2 Q. What do you do?

3 A. We have a convenience store, gas station and, like, C
4 store.

5 Q. Where is that located?

6 A. 812 Meeting Street, West Columbia, SC, 29169.

7 Q. Now, how long have you run that convenience store?

8 A. I'm going to complete almost six years.

9 Q. What's the name of the store?

10 A. Like mine? It's right now, like, DBA, doing business
11 as Jimmy's Citgo, and my LLC name is Chharvi Bhavya, LLC.

12 Q. You're going to have to spell that for the court
13 reporter.

14 A. For my LLC name?

15 Q. Yes.

16 A. C-h-h-a-r-v-i B-h-a-v-y-a, LLC.

17 Q. Now, why do you operate under the name of Jimmy's
18 Citgo?

19 A. Jimmy's Citgo, yeah.

20 Q. Why do you use that name?

21 A. I use my -- because it was Jimmy's Mini Mart. So, I
22 just, like, you know, try to, like, you know, continue as,
23 like, Jimmy's. So, that's, like, I, I -- no impact on my
24 business.

25 Q. It was Jimmy's Mini Mart when you bought it?

1 A. Yes, sir.

2 Q. And you just continued the name?

3 A. Yes, sir.

4 Q. Do you know who the Jimmy was?

5 A. Yeah.

6 Q. Who was that?

7 A. Yeah, the Jimmy Helms.

8 Q. All right. How do you know that?

9 A. Yeah. Like, I was trying to -- looking to buying a
10 business. So, I was coming and I was talking with them.
11 So, I ---

12 Q. When you say you were talking with them about buying
13 the business ---

14 A. Yeah, like through the Sunbelt broker.

15 Q. Who is them you were talking to? You say I was
16 talking to them about buying the business. Who were you
17 talking to?

18 A. Debbie. Like, Deborah Willing and Jimmy Helms.

19 Q. All right. Now the business was sold, you say,
20 through a broker?

21 A. Yeah.

22 Q. What brokerage company helped negotiate the sale?

23 A. Sunbelt broker.

24 Q. And how long did you negotiate the purchase with
25 Debbie and Jimmy?

1 A. Almost, like, a couple of months.

2 Q. And you bought it from them?

3 A. Yeah.

4 Q. When did you buy the business at the station from
5 Debbie and Jimmy?

6 A. May 4 -- May 12, 2014.

7 Q. And how much did you pay Debbie and Jimmy for the
8 business?

9 A. I paid to Sunbelt broker. I deposit to them 150, and
10 I don't know what they did that. The check went to the
11 attorney.

12 Q. When you say you paid 150 ---

13 A. Like a escrow account.

14 Q. All right, but it was your understanding that was
15 going to Debbie, Debbie and Jimmy?

16 A. I don't know, but I paid 150,000 for the business, and
17 who is going to where? I don't know how much went to the
18 broker, how much went to them. I don't know anything, but
19 I paid on my escrow account 150,000.

20 Q. All right. So, you understood part of the money was
21 supposed to go to the broker?

22 A. Yeah. The broker told me you have to submit 150,000.
23 I created my LLC. Then he told me you have to put the
24 150,000 to -- and certain parts were loan but that was
25 later on, and everything I have written in my lease.

1 Q. Okay, and part of the money was to go to the sellers?

2 A. Yeah.

3 Q. And the sellers were who?

4 A. I don't know. The seller were, like, in my lease it
5 said L&D Enterprise, and I don't know who owns the L&D
6 Enterprise.

7 Q. But who did you understand the sellers were?

8 A. Yeah. Like, Jimmy and Debbie.

9 Q. Okay, and now the -- was there any point in time when
10 you owed some extra money, some owner financing?

11 A. Yeah.

12 Q. How much did you owe on owner financing?

13 A. I think it was 60,000 with interest, I think.

14 Q. And you paid that 60,000 over how many years?

15 A. Five years.

16 Q. And when you wrote the check, did you just include
17 that in the rent payments?

18 A. Yes, sir.

19 Q. So, every month you paid the rent and you paid towards
20 the \$60,000 loan?

21 A. Yes. \$4,869.30.

22 Q. And the actual seller was listed as L&D Enterprises?

23 A. Uh-huh.

24 Q. Is that right? Do you know who owned L&D Enterprises?

25 A. No, sir.

1 Q. All right. Now, there also is a lease. Is that
2 correct?

3 A. Uh-huh.

4 Q. Who is listed as the landlord in that lease?

5 A. I think landlord -- I don't see. I just see the L&D
6 Enterprise.

7 Q. Is L&D Enterprises listed ---

8 A. Yeah, because I just bought the business, so I don't
9 have anything about the landlord.

10 Q. So the rent payment each month, you make it to who?

11 A. I think, very frankly, Debbie was coming and she was
12 taking.

13 Q. Okay. Do you pay by check?

14 A. Yes, sir.

15 Q. Who do you make the check to each month?

16 A. I was leaving blank name. I was just writing down. I
17 trusted them and they were writing, but Debbie was picking
18 up. That's true.

19 Q. All right. Now, the amount of rent you pay each month
20 is how much?

21 A. 3,800.

22 Q. And you're still paying that every month?

23 A. Yes, sir.

24 Q. And who has picked up the check every month?

25 A. Debbie.

1 Q. All right. Did you do any negotiating with Jimmy
2 about the sale?

3 A. Like business sale?

4 Q. Yeah. When you were buying the business, did you
5 actually talk to and negotiate ---

6 A. Yeah.

7 Q. --- with Jimmy?

8 A. Like, he was there all the time, like with her all the
9 time.

10 Q. So when you would negotiate, would you negotiate with
11 one, the other, or both of them?

12 A. Like, we discussing altogether. You know, like it's
13 simple. It was not like -- and we had a couple of
14 meetings.

15 Q. All right. How heavily involved was Jimmy in those
16 discussions?

17 A. I think, like, both were discussing same. So, like,
18 yeah.

19 MR. MOORE: All right. Thank you for answering my
20 questions. I don't have any more questions.

21 WITNESS: Thank you, sir.

22 THE COURT: Cross-exam?

23 MS. JEFFRIES: Thank you.

24 CROSS-EXAMINATION BY MS. JEFFRIES:

25 Q. Mr. Patel, you have no personal knowledge as to how

1 L&D Enterprises is structured, do you?

2 A. No.

3 Q. You have no personal knowledge as to how Debbie
4 Willing and Jimmy Helms conducted affairs out of their
5 relationship, do you?

6 A. No.

7 Q. All right. How many times did you meet with Debbie
8 and Jimmy?

9 A. I think three to four times. Like, we had, like, real
10 discussion two times, but, like, I was coming and just
11 looking store, so that's it.

12 Q. Okay. Have you had more interactions with Debbie than
13 Jimmy?

14 A. Like, mostly I was dealing all the paperwork and
15 everything with Debbie.

16 Q. Okay, and that was during the negotiations of this
17 sale, correct?

18 A. Yeah. Like, all them because whatever question I had.
19 What are their sales? What are their figures, numbers?
20 Always I was calling I was, like, talking to Debbie about
21 the numbers and all that.

22 Q. Okay. So, you were talking with Debbie about the
23 numbers, so you dealt mainly with Debbie as it relates to
24 the sale, correct?

25 A. Yeah. Like, it was the numbers, paperwork.

1 Q. Gotcha. Okay, and you had conversations with Jimmy.
2 Was he talking mainly just about -- what ---

3 A. He was just trying to -- talking mainly about the
4 money, like how much you are going to pay.

5 Q. Okay.

6 A. Like for the price for the business.

7 Q. But the terms and the details of everything were dealt
8 primarily with Debbie, correct?

9 A. Yeah. Like, we could see everything was -- I was
10 provided by, by Sunbelt broker. Everything was on the
11 internet, on the paper, like, yeah, how much they are
12 asking for the business, how much rent, everything with
13 property.

14 MS. JEFFRIES: No further questions, Your Honor.

15 THE COURT: Anything further?

16 MR. MOORE: Nothing further.

17 EXAMINATION BY THE COURT:

18 Q. I have a question for you, Mr. Patel. Mr. Patel, I
19 have a question.

20 A. Uh-huh.

21 Q. Based on your observation of your dealings with Mr.
22 Helms and Ms. Willing, what was your impression,
23 understanding of the nature of that relationship? What was
24 your impression of the nature of the relationship between
25 this man and this woman when you were dealing with them in

1 the sale Jimmy's Citgo?

2 A. Yeah. Like, they are like -- you know, I, I, I didn't
3 ask them personal questions, but I was understanding that
4 they had a, like, relationship, you know, like, like
5 husband and wife.

6 Q. A partnership or what?

7 A. Husband, wife or like -- because when I buy -- bought
8 the business, I didn't check anything like, you know, like
9 personal matters. I didn't check, like, they are husband
10 wife or, like, a boyfriend, girlfriend nothing. But I know
11 they were together. That I know.

12 THE COURT: All right. Thank you, sir. You may step
13 down.

14 Anything further as a result of that question from the
15 court?

16 MR. MOORE: No.

17 MS. JEFFRIES: Nothing, Your Honor.

18 THE COURT: You may step down, Mr. Patel.

19 WITNESS: Thank you, sir.

20 THE COURT: And you may leave.

21 WITNESS: Yeah. Thank you.

22 MR. MOORE: I do -- I would like one question.

23 THE COURT: All right. Go ahead.

24 REDIRECT EXAMINATION BY MR. MOORE:

25 Q. In regard to what the judge asked you, your impression

1 of their relationship, it was your impression they owned
2 the business together?

3 A. Yes, sir.

4 MR. MOORE: No, no further questions.

5 THE COURT: Anything further?

6 MS. JEFFRIES: No, sir.

7 THE COURT: You may step down, Mr. Patel.

8 (THE WITNESS EXITS THE STAND.)

9 THE COURT: How many more witnesses you got, Mr.
10 Moore?

11 MR. MOORE: Maybe one. Maybe two.

12 THE COURT: All right. I need to make a phone call.
13 Take about ten minutes. Be right back.

14 (OFF THE RECORD.)

15 CLERK OF COURT: State your full name, please.

16 WITNESS: Michael Wilks.

17 MICHAEL WILKS, BEING DULY SWORN,
18 TESTIFIES AS FOLLOWS:

19 CLERK OF COURT: Thank you. Have a seat over there.

20 (A PAUSE.)

21 THE COURT: You may proceed.

22 DIRECT EXAMINATION BY MR. MOORE:

23 Q. Your name is Michael Wilks?

24 A. It is.

25 Q. How are you kin to Jimmy Helms?

1 A. I am his son-in-law.

2 Q. And you're married to who?

3 A. Christa, his daughter.

4 Q. That's the lady who just testified?

5 A. I guess so, yes. She was in here before me.

6 Q. Did you ever own a business at 812 Meeting Street?

7 A. I did.

8 Q. What was the name of the business?

9 A. Alice's Food and Beverage.

10 Q. How long did you own and operate Alice's Food and
11 Beverage at 812 Meeting Street?

12 A. A little bit over three years.

13 Q. Who were you leasing the real estate from?

14 A. Can't remember the guy's name. Last name's Harmon.

15 Q. And did you ultimately sell the business to anyone?

16 A. I sold it Jim. I gave it to Jim.

17 Q. And got any idea of approximately when you gave it to
18 Jimmy Helms?

19 A. I was trying to think about that. It was before
20 September 2011. I, I would think around '99 or something
21 like that.

22 Q. All right, and did you charge him anything at all for
23 the business that he bought from you?

24 A. I did. I charged him for the merchandise in the
25 business.

1 Q. Approximately what did Jimmy pay you for the
2 merchandise in the business?

3 A. Around 20,000.

4 Q. What did that merchandise actually consist of?

5 A. The beer, the cigarettes, the -- all the food and all
6 the sales stuff in there.

7 Q. And did ---

8 A. The merchandise.

9 Q. Did he then pick up the lease and start paying the
10 landlord?

11 A. He did.

12 Q. The -- at the time you sold the business at 812
13 Meeting Street to Jimmy, was he living with Debbie?

14 A. I don't remember.

15 Q. You don't remember? That's all right. Now at some
16 point in time, did Debbie and Jimmy start living together?

17 A. Yeah, they did.

18 Q. How do you know that?

19 A. Just from going to family gatherings and things like
20 that. I mean, I just -- from -- I think, I think we
21 visited, we visited their house over -- they had a swimming
22 pool, so we went over to their house a couple of times.

23 Q. Would you go to the station from time to time, the
24 convenience store?

25 A. No.

1 Q. Were you able to watch the way they did business
2 together?

3 A. I was not.

4 Q. All right.

5 A. I had started another business at that time.

6 Q. Did you know their marital status, or did you believe
7 you knew their marital status?

8 A. I didn't. I never could figure it out if they were
9 married or not, so.

10 Q. How did they conduct themselves?

11 A. Like they were married.

12 Q. What do you mean by that, they conducted themselves
13 like they were married?

14 A. Well, I mean, I knew they lived together, and we
15 didn't hang out that much. I mean, Christa and I, we had
16 three kids and we were doing our own thing. We did see Jim
17 and Debbie every once in a while. Be like for family
18 events, somebody's birthday, or something like that.

19 MR. MOORE: Thank you. I have no further questions,
20 Your Honor.

21 CROSS-EXAMINATION BY MS. JEFFRIES:

22 A. Mr. Wilks, you have no personal knowledge as to how
23 Jimmy handled his business affairs, do you?

24 A. I do not.

25 Q. You have no personal knowledge as to how Debbie

1 handled hers, do you?

2 A. I do not.

3 Q. You don't have any knowledge as to whether or not they
4 commingled bank accounts, do you?

5 A. I do not.

6 Q. Or whether they filed tax returns together?

7 A. I do not.

8 Q. All right, and when you sold the business to Jimmy,
9 Christa was not an employee of the store, was she?

10 A. Christa did not own the business. I owned the
11 business.

12 Q. Okay, but Christa was not an employee of the store,
13 was she?

14 A. She was not.

15 Q. All right, and Christa received paychecks from Jimmy?

16 A. No.

17 Q. You look like you were hesitating, sir, about
18 answering.

19 A. Well, I was sitting here thinking. When I owned the
20 business, I had it in an LLC, and where you were going, I
21 thought you were going to did she receive a paycheck from
22 when I was the owner.

23 Q. Did she work for you?

24 A. No.

25 Q. But she got a paycheck?

1 A. She may have. She may have done a couple things where
2 the accountant told me to write her a paycheck to her.

3 Q. Fair enough. All right, but your testimony is you
4 never gave Jimmy any money to cut checks for Christa?

5 A. No.

6 Q. All right. That never happened?

7 A. No.

8 Q. All right. Do you remember when the name of the store
9 changed from Alice's to Jimmy's?

10 A. When he bought it.

11 Q. All right. What year would that have been?

12 A. I think it was around '99 when we did the deal.

13 Q. Fair enough.

14 MS. JEFFRIES: All right, thank you.

15 WITNESS: You're welcome.

16 THE COURT: Anything else?

17 MR. MOORE: Nothing further.

18 THE COURT: You may step down, Mr. Wilks.

19 (THE WITNESS EXITS THE STAND.)

20 MR. MOORE: We call Kaden Helms.

21 (A PAUSE.)

22 CLERK OF COURT: Would you state your full name,
23 please?

24 WITNESS: Kaden William Helms.

25 CLERK OF COURT: Spell you first name and speak up a

1 little bit.

2 WITNESS: K-a-d-e-n William.

3 KADEN W. HELMS, BEING DULY SWORN,
4 TESTIFIES AS FOLLOWS:

5 CLERK OF COURT: You can have a seat right there.

6 WITNESS: Thank you.

7 DIRECT EXAMINATION BY MR. MOORE:

8 Q. Kaden, how about take the mask off. There you are.
9 Your name is Kaden Helms?

10 A. Yes, sir.

11 Q. How old are you, Kaden?

12 A. I'm nineteen years old.

13 Q. Who is your father?

14 A. Jimmy Helms. James Helms.

15 Q. Do you know Debbie Willing?

16 A. Yes, ma'am -- or yes, sir. Sorry.

17 Q. Did she help raise you?

18 A. Yes, sir, she did.

19 Q. Did you ever live in the home with Debbie and your
20 dad?

21 A. Yes, sir, I did.

22 Q. What did you call Debbie?

23 A. I called her Debbie or Mom at times. It just depended
24 on my relationship with her.

25 Q. So, sometimes you called her Debbie?

1 A. Yeah, sometimes.

2 Q. Sometimes you called her Mom?

3 A. Yes, sir.

4 Q. Now, when you were -- how long did you live with
5 Debbie and Jimmy?

6 A. I believe it was for seven years, seven or eight, yes,
7 sir.

8 Q. And during that period of time, did you have occasion
9 to watch them interact?

10 A. Yes, sir.

11 Q. Did you watch the way they did business?

12 A. Yes, sir. I went to work with them.

13 Q. Did you work at the store?

14 A. Yes, sir.

15 Q. You worked at Jimmy's?

16 A. I mean, I wouldn't say work work, but I was there
17 doing my thing, doing my part.

18 Q. What did you do over there?

19 A. I would normally just go in the back and mess with the
20 drinks and stuff, just fill them up, stock them up.

21 Q. During the time that you lived with Debbie and your
22 dad, can you tell me how they conducted their business
23 affairs from what you could see? What did you see?

24 A. They just seemed like they were doing everything
25 together then. They didn't, they didn't have -- like,

1 split up things. They were always together doing their own
2 thing.

3 Q. Did they seem to share everything?

4 A. Yeah, from what I noticed as a kid, yeah.

5 Q. Where did your dad work?

6 A. At the mini mart, the Citgo.

7 Q. And where did Debbie work?

8 A. The same place, Citgo.

9 Q. And at any point in time, did you ever see them
10 discussing business together?

11 A. Not much. I was young but, I mean, I'm sure I was,
12 like, around it a lot.

13 Q. All right. Tell me what your relationship was like
14 with Debbie.

15 A. It was fairly good. We always -- I mean, I never had
16 a problem her. I don't think she had a problem with me.

17 Q. Did she help raise you?

18 A. Yes.

19 Q. Did you love her?

20 A. Yes.

21 Q. Still love her?

22 A. Yeah.

23 MR. MOORE: I don't have any further questions. Thank
24 you, Your Honor.

25 THE COURT: Any questions?

1 MS. JEFFRIES: Real quick.

2 CROSS-EXAMINATION BY MS. JEFFRIES:

3 Q. Kaden, you've never seen any bank statements belonging
4 to Debbie, have you?

5 A. No, I don't.

6 Q. You've never seen any bank statements belonging to
7 your father, have you?

8 A. No, ma'am.

9 Q. You don't know how their bank accounts were ---

10 A. Not ---

11 Q. --- set up, do you?

12 A. I was, like, thirteen. Not really.

13 Q. All right. You, you don't know, right?

14 A. Yeah. I wasn't ---

15 Q. You don't know ---

16 A. --- paying close attention.

17 Q. Yes, and you don't know how they filed their tax
18 returns, do you?

19 A. No, ma'am.

20 Q. Okay, and you don't know anything about the transfers
21 of L&D enterprise, do you?

22 A. No, ma'am.

23 Q. You don't know anything about how titles to 812
24 Meeting Street or 820 Meeting Street were listed, do you?

25 A. No, ma'am.

1 MS. JEFFRIES: All right, no further questions. Thank
2 you, Kaden.

3 THE COURT: Anything further?

4 MR. MOORE: Nothing further, and that is our case,
5 Your Honor.

6 THE COURT: All right. You may step down, sir.

7 (THE WITNESS EXITS THE STAND.)

8 THE COURT: At this time, do you have any motions?

9 MR. MOORE: No.

10 THE COURT: All right. Well, I'm going to deny them
11 anyway.

12 MR. MOORE: I know.

13 THE COURT: Not necessarily. I'm going to hear
14 everything.

15 Are you ready to proceed here? Are you going to call
16 her again?

17 MS. JEFFRIES: I'm ready to proceed, Your Honor. I'll
18 call Debbie Willing.

19 THE COURT: Ms. Willing, you're still under oath,
20 okay, and this might lead to some rebuttal or some reply.

21 (A PAUSE.)

22 MS. JEFFRIES: Ready, Your Honor?

23 THE COURT: Yes, ma'am.

24 MS. JEFFRIES: All right.

25 DIRECT EXAMINATION BY MS. JEFFRIES:

1 Q. Debbie, when you met Jimmy, you were forty-seven years
2 old. Is that right?

3 A. Yes. Yes.

4 Q. Okay. Just make sure your mic is on, all right?

5 A. Uh-huh.

6 Q. In 2001, did you and Scott Willing own 1904 Osceola?

7 A. Yes.

8 Q. Okay.

9 A. We bought it in 1999, I thought.

10 COURT REPORTER: Speak up, please.

11 Q. What, what was that again, Debbie?

12 A. We bought it in 1999.

13 Q. Okay. What has been marked as the Defendant's Exhibit
14 Number 1 is a deed to the real estate to you and Scott for
15 1904 Osceola. Would that have been when titled?

16 A. Yeah. I just don't remember, yeah.

17 Q. Fair enough, and you subsequently -- did you receive
18 your interest in 1904 after the divorce with Mr. Willing?

19 A. Well, it was in the divorce agreement.

20 Q. Right, and so the divorce case settled?

21 A. Yes.

22 Q. You received 1904 Osceola?

23 A. Yes.

24 Q. All right, and there's a quitclaim deed that's been
25 marked as the Defendant's Exhibit 2 that lists that

1 transfer?

2 A. Yes.

3 Q. Okay. You began your relationship with Jimmy in what
4 year, ma'am?

5 A. I say 2003.

6 Q. Okay, and in 2003, did you enter into a promissory
7 note with Christa Wilks and Michael Helms?

8 A. I didn't talk to either one of them. Jimmy -- I told
9 them I wasn't going to invest in the store because I saw
10 the money laundering, I saw the no paychecks with taxes,
11 and he wanted more money. He hadn't paid me back for the
12 mortgage. So, he went to his office. He came back with
13 that already signed, and I signed it.

14 Q. And that's the promissory note?

15 A. Yes, for the 20,000 and that's when I put it in the
16 bank because the checks were bouncing.

17 Q. And that's what's been entered into the record as a
18 court's exhibit. I think 1 -- Court's Exhibit 3. All
19 right, and so, Debbie, what was the conversation that you
20 had with Jimmy as it relates to L&D Enterprises?

21 A. Uh-huh.

22 Q. Let's just talk about L&D Enterprises.

23 A. Okay. He wanted me to come in there and help. I went
24 in there and I saw everything wrong, but money needed to be
25 put in there. And like I said, he, he said to me, he goes,

1 well, he goes this is only a shell for my machines. I
2 don't really care about the convenience store. So, I said,
3 well, the only way I'm going to put money into it is if you
4 sign that over, and I'll put the 20,000 in the bank. And
5 then if I get paid back, then there's no deal.

6 Q. Okay. All right, and so when do you step into the
7 store? Is it 2003?

8 A. Yeah, immediately after.

9 Q. Okay.

10 A. Once I put the money in the bank, I took everything
11 over. I went and did the lottery, new license. I did
12 everything over.

13 Q. Okay.

14 A. Changed everything.

15 Q. All right, and so in 2003 when you stepped into store,
16 what was the name of the store?

17 A. It was -- when I stepped into the store, I called it
18 Jimmy's. It was Alice's Food and Beverage.

19 Q. Okay. You named it Jimmy's?

20 A. Yes.

21 Q. Okay. All right, and I think you've already testified
22 as to why you named it Jimmy's.

23 A. Yeah.

24 Q. All right, and so you began paying employees with
25 checks?

1 A. Yes, ma'am.

2 Q. All right. Did Jimmy have access to the bank records
3 for the store?

4 A. No. I had all of them.

5 Q. Okay. Did he have the authority to sign ---

6 A. Yes, he did.

7 Q. --- checks?

8 A. He did.

9 Q. So, he had signatory authority on this account?

10 A. Yes.

11 Q. Okay. So, nothing stopped him from going to the bank
12 and accessing records if he wanted to, correct?

13 A. Right.

14 Q. All right, and so with respect to the operations of
15 the store, how often did you go into the store to work?

16 A. I still go in the store. I have to, but when -- at
17 that time, I was in there every day and doing two other
18 jobs.

19 Q. Okay, and what was Jimmy's role, if any, with the
20 store?

21 A. He ran the register, but he was usually making sure
22 the customers that were on the machines were happy.

23 Q. Okay, and is it your testimony his focus was the video
24 poker machines?

25 A. Yes.

1 Q. All right, and who took the cash out of the video
2 poker machine?

3 A. Jimmy did.

4 Q. Okay, and did Jimmy share the proceeds out of the
5 video poker machines with you?

6 A. No, ma'am.

7 Q. Okay, and who ordered supplies for the store?

8 A. I did.

9 Q. Who paid vendors?

10 A. I did.

11 Q. Okay. How many employees worked at the store?

12 A. I think that I had four there.

13 Q. Who managed the employee personnel issues?

14 A. I did.

15 Q. Who handled the tax issues related to the employees?

16 A. I did.

17 Q. Okay. You purchased 820 Meeting Street in 2004. Is
18 that right?

19 A. Yes.

20 Q. All right. Why were you interested in that lot?

21 A. It wasn't that it was that lot. It was that I had
22 read the book *Rich Dad, Poor Dad*, and I wanted to invest.
23 My sister had done it but doing it buying and selling
24 houses. So, I wanted to invest in real estate.

25 Q. Okay.

1 A. I already had a rental house with my ex-husband and
2 that worked. So, I wanted to start doing that.

3 Q. Okay, and 820, there was a building on it?

4 A. Yes.

5 Q. Okay, and did you rent 820?

6 A. For a short time, yes.

7 Q. For a short time?

8 A. Uh-huh.

9 Q. How many months or so?

10 A. That I don't remember.

11 Q. Okay. Was it more than a year?

12 A. No. It was probably maybe six or seven months.

13 Q. Okay. All right. Did you have conversations with Mr.
14 Helms about placing gas pumps on 820 Meeting Street?

15 A. I did when Mansfield Oil came in and start talking
16 about it.

17 Q. Okay, and what did you say to Mr. Helms?

18 A. First I didn't think it was a good idea and didn't
19 want to do it. It was too -- it was a big expense, and I
20 already had too much money out the door.

21 Q. Okay. All right. What did Mr. Helms say to you about
22 the pumps that day?

23 A. Well, he wanted to put the pumps in because he had no
24 liability. He wanted me to have all the liability. Of
25 course he wanted everything. I don't know why.

1 Q. Did you refinance or -- strike that question. Did
2 you, did you take out a mortgage on 820 Meeting Street when
3 you purchased it in 2004?

4 A. I did.

5 Q. Okay, and there is a transfer of 812 Meeting Street
6 where Mr. Helms gives you title to 812 Meeting Street in
7 2006?

8 A. With a loan.

9 Q. Okay.

10 A. On it so I didn't get anything for free.

11 Q. All right. So, what was the value or the balance of
12 that loan on 812 Meeting Street when you received it in ---

13 A. I, I thought ---

14 Q. --- 2006?

15 A. --- it was 115 but I'm not sure.

16 Q. Okay, and that was the loan he had with Mr. Al
17 Landers?

18 A. Yes.

19 Q. That he's previously testified about?

20 A. Yes.

21 Q. All right. So, did you assume the loan owed to Mr.
22 Landers?

23 A. Yes, I did.

24 Q. Okay. Did you refinance any of those mortgages?

25 A. I did.

1 Q. Okay. All right, and the gas pumps then were placed
2 in?

3 A. No. The gas pumps were another 130,000.

4 Q. Okay. All right, and how were the gas pumps paid?
5 How, how did you pay for that?

6 A. Out of the store.

7 Q. Okay.

8 A. I mean, I had gotten it going pretty well.

9 Q. Okay. What do you mean you had gotten it going ---

10 A. Well, it was ---

11 Q. --- pretty well?

12 A. It was turning -- it was being able to pay the bills
13 and stuff. I was, you know, I was in there all the time
14 making sure that I got it so it was making a profit.

15 Q. Fair enough.

16 A. And I did everything I could think of, and it worked.

17 Q. All right. How often was Jimmy working in the store?

18 A. Some -- sometimes he was there, and then sometimes he
19 was doing football and he couldn't come in or basketball.
20 So, if he was taking bets on basketball and football, he
21 usually wasn't in there.

22 Q. Okay. Seven days a week, the store was operational?

23 A. Yes.

24 Q. All right. Did you work seven days a week?

25 A. I worked five days a week unless they called me.

1 Somebody didn't come in, I'd go in.

2 Q. How many days a week was Jimmy at the store?

3 A. He was usually there five days a week, but then he was
4 also -- during football and basketball, he wasn't there.

5 Q. Okay, and how many hours were you at the store?

6 A. A lot. I can't -- I don't know.

7 Q. You would work more than eight hours a day?

8 A. Oh, yes.

9 Q. Five days a week?

10 A. Yes.

11 Q. Okay. What about Mr. Helms? Would he work more than
12 eight hours a day, five days a week?

13 A. Sometimes he was in there, and sometimes he had to
14 leave to go check his other machines.

15 Q. Okay. Did you force Mr. Helms to transfer 812 Meeting
16 Street to you?

17 A. No, ma'am.

18 Q. Did you threaten him?

19 A. No, ma'am.

20 Q. Coerce him?

21 A. No, ma'am.

22 Q. To your knowledge, did he place any sort of special
23 trust or confidence into you?

24 A. No, ma'am.

25 Q. Okay. Mr. Helms, did he propose marriage to you

1 throughout the relationship?

2 A. He did.

3 Q. And you told him no obviously?

4 A. Yes.

5 Q. Why is that?

6 A. I just didn't like his dealings.

7 Q. Okay.

8 A. And I know I was dating him, but I didn't --
9 financially and all that, I was just -- it scared me.

10 Q. Okay. Did you ever hold yourself out to be his wife?

11 A. Absolutely not.

12 Q. Okay. All right. Were you the subject of an IRS
13 audit?

14 A. Yes, ma'am.

15 Q. What year?

16 A. I'm pretty sure it was 2008.

17 Q. All right.

18 A. And then they went back three years.

19 Q. They went back three years. So, to 2005?

20 A. Yeah, so it must have been 2007 because they got, they
21 got 2005, '6, and '7.

22 Q. Okay. Why were you audited?

23 A. The accountant that was doing the books had transposed
24 two numbers, so it turned a red flag -- that's what the IRS
25 said to me -- in their system. When they came in and when

1 they did the audit, they looked at the books and I thought
2 the gas pumps, I told them I wanted to lease. They said it
3 wasn't a lease. So, I was writing up the whole payments
4 when actually I couldn't do that.

5 Q. Okay, and has that audit been satisfied?

6 A. Yes. I had to go to the bank and get a loan for
7 88,000.

8 Q. Okay, and you were financially responsible for that
9 loan?

10 A. Yes, ma'am.

11 Q. Okay. Did Jimmy have any liability with respect to
12 that loan?

13 A. No.

14 Q. Or with respect to the audit?

15 A. No.

16 Q. Okay. Now, did -- were you employed outside of this
17 store at any point?

18 A. Yes, ma'am.

19 Q. Okay. When and where?

20 A. I was employed for R.H. McKnight Company through 2006
21 or '7.

22 Q. Okay.

23 A. And then I did my ex-husband's books. I just quit him
24 maybe six months ago.

25 Q. Okay. All right, and where have you -- where else

1 have you worked? Have you worked anywhere else?

2 A. Yeah. I just, I worked at the post office
3 temporarily, but I didn't like it. So, that was after the
4 company -- business was sold, so I knew I had to make more
5 money, make sure all this stuff was paid. So, then I went
6 to work for Allwaste Services in Lexington. It's a trash
7 company, ASI.

8 Q. What year was that?

9 A. That was 2016, '17, and '18.

10 Q. All right. Are you ---

11 A. No, sorry. It was, I think, the end of 2015.

12 Q. Okay. What was your salary with ASI?

13 A. It ended up being 54,000.

14 Q. Okay. Did you work anywhere else, Debbie?

15 A. Yes. After that, I worked for Metze Construction.

16 Q. Okay. What's your salary, or what was your salary
17 with Metze?

18 A. 52,000.

19 Q. Okay. In 2009, you purchased 1900 Osceola and you
20 also purchased 809 Shull Street?

21 A. Yes, I did.

22 Q. Okay. With respect to Shull Street, that's in West
23 Columbia?

24 A. Yes.

25 Q. All right. Those purchases were within a month of

1 each other?

2 A. Yes, ma'am.

3 Q. Or a short time of each other?

4 A. Yes, ma'am.

5 Q. All right, and you purchased both properties for
6 \$50,000 each?

7 A. Yes, ma'am.

8 Q. Okay. Where did you get the money, Debbie, to ---

9 A. I refinanced my house, and the bank told me that I
10 could -- that my credit was good enough to buy three rental
11 houses if I wanted to.

12 Q. Okay.

13 A. But I had to prove where the money came from, and they
14 knew. So, Wachovia financed those.

15 Q. And you refinanced it. You refinanced 1904 Osceola?

16 A. Yes, ma'am.

17 Q. To purchase 809?

18 A. Yes.

19 Q. And 1900?

20 A. Yes, ma'am.

21 Q. Did Jimmy give you any financial contribution toward
22 the downpayment on 809?

23 A. No, ma'am.

24 Q. Okay. Did he do any repairs to 809?

25 A. No, ma'am.

1 Q. Did Jimmy, Mr. Helms, give you the downpayment with
2 respect to 1900?

3 A. No.

4 Q. Did Mr. Helms do any repairs ---

5 A. No, ma'am.

6 Q. --- to 1900? Okay. Y'all lived together at 1904
7 Osceola?

8 A. Yes, ma'am.

9 Q. And you acknowledge that you did have a swimming pool
10 installed?

11 A. Yes, ma'am.

12 Q. You acknowledge that he did help with the floors?

13 A. Yes, ma'am.

14 Q. And cabinets?

15 A. Yes, ma'am.

16 Q. Throughout the course of the thirteen year marriage,
17 did he pay any ---

18 THE COURT: I didn't think they were married.

19 MS. JEFFRIES: I'm sorry. I'm sorry.

20 THE COURT: That's okay. Don't worry about it.

21 MS. JEFFRIES: I'm so sorry.

22 THE COURT: Don't worry about it. Don't worry about
23 it.

24 MS. JEFFRIES: I'm in my different brain.

25 BY MS. JEFFRIES:

1 Q. Anyway. All right, the relationship.

2 A. Yes, ma'am.

3 Q. All right, he did not pay anything towards the
4 mortgage, did he?

5 A. No, ma'am.

6 Q. He did not pay the tax bill?

7 A. No, ma'am.

8 Q. On 1904? He did not pay anything on insurance?

9 A. No, ma'am.

10 Q. He pay utility bills?

11 A. No, ma'am.

12 Q. All right, and with respect to 809 Shull Street ---

13 A. Yes, ma'am.

14 Q. --- and with respect to 1900 Osceola, did he even have
15 a key ---

16 A. No, ma'am.

17 Q. --- to these properties?

18 A. No, ma'am.

19 Q. All right. Now, this action -- well, first there was
20 an action in family court that Mr. Helms filed establishing
21 a -- to establish a common-law marriage in 2015?

22 A. Yes, ma'am.

23 Q. Had you broken up with Mr. Helms in 2014?

24 A. Yes.

25 Q. Okay.

1 A. I guess, yeah.

2 Q. All right. Did he return to 1904 Osceola at any time?

3 A. Yes, ma'am.

4 Q. When?

5 A. I think it was 2018, but I'm not positive.

6 Q. What did he tell you?

7 A. He told me he had stage -- well, he called me and said
8 he had stage IV colon cancer. He was in Vegas. He had
9 lost all of his money and he couldn't pay the next month's
10 rent, and he had no place to go.

11 Q. Okay, and what did you say?

12 A. Well, I didn't say right away. I just said I was
13 sorry to hear that, and, and eventually I think he asked if
14 he could come stay at the house.

15 Q. Okay, and you allowed it?

16 A. I allowed it.

17 Q. Okay. There was nothing romantic about the
18 relationship?

19 A. No, ma'am.

20 Q. Okay, and were you aware of a mortgage that Mr. Helms
21 had with his first cousin William Mullis in the amount of
22 \$75,000?

23 A. No. He -- I didn't know what he was doing, I mean.

24 Q. Okay. All right. Do you recall ever making any
25 payments on his behalf to Mr. William Mullis?

1 A. No, ma'am.

2 Q. Okay. Would Mr. Helms borrow money from individuals
3 throughout the relationship with you?

4 A. Yes, ma'am.

5 Q. Did you have any details as to the terms of his
6 repayment with those individuals?

7 A. No.

8 Q. Okay. He carried on his affairs with himself and, and
9 handled business alone, correct?

10 A. Yes, ma'am.

11 Q. All right, and you handled 809 Shull Street and 1900
12 Osceola yourself. Is that right?

13 A. Yes, ma'am.

14 Q. All right. With respect to the gas station and the
15 store, you -- let me ask you.

16 THE COURT: Don't lead too much, okay?

17 MS. JEFFRIES: I'm not going to ask her.

18 THE COURT: Don't lead too much.

19 MS. JEFFRIES: I was just going to rephrase my train
20 of thought.

21 THE COURT: All right. That's fine. Go ahead.

22 BY MS. JEFFRIES:

23 Q. So with respect to the store, in your words, Debbie,
24 who controlled the operations of the store?

25 A. I did.

1 Q. Okay. Why do you say that?

2 A. Because I did everything.

3 Q. Okay.

4 A. I paid the sales tax; I figured the sales tax out. I
5 paid the payroll; I paid the employees. I paid -- matched
6 the taxes. I did the 941s. I did all the business
7 licenses. I did the lottery license. I ordered, I paid
8 people, paid invoices, checked orders when they came in,
9 made sure that I was there when they came in. I had to do
10 all the -- all the stuff with DHEC, and I still do that.
11 Read the Veeter-Root and do the reports on it so that -- I
12 have to do that every month so when they come in, all the
13 records are up to date because I pay the contamination
14 policy on the store now.

15 Q. Okay. Was there ever any discussion between you and
16 Mr. Helms about establishing yourselves as business
17 partners?

18 A. No, ma'am.

19 Q. Okay. All right. So, there was a lawsuit involving
20 the gas pumps?

21 A. Yes, ma'am.

22 Q. You received \$100,000 I think is what you testified
23 to?

24 A. Yes, ma'am.

25 Q. Okay. What, what have you done with that \$100,00?

1 A. That money went back into the store and paid the
2 bills. If you remember in 2008, the economy went bad.

3 Q. Right.

4 A. I had just finished paying off the lease, the last
5 payment, thank you, but everything went to hell. So, it
6 was hard to make money, and it was hard to pay bills.
7 There was a lot of money owed.

8 Q. Okay.

9 A. So, that money went back in the store and paid the
10 bills.

11 Q. All right, and with respect to the rental income that
12 you had been receiving ---

13 A. Uh-huh.

14 Q. --- from Mr. Patel, is there a mortgage on 812 Meeting
15 Street?

16 A. No, ma'am.

17 Q. When did you satisfy the mortgage?

18 A. January of 2019 because I was sinking, and I couldn't
19 pay everything, and I knew if I didn't get that paid off,
20 that -- wouldn't make it.

21 Q. Okay. What was the total amount borrowed?

22 A. I borrowed 100 -- I mean, I took out -- you mean, off
23 my 401(k)?

24 Q. The total amount borrowed on the mortgage.

25 A. Oh. The original was 250 and then the 130 for the gas

1 pumps.

2 Q. Okay. So, combined 380?

3 A. Yeah.

4 Q. Okay, and that 380 has been satisfied?

5 A. Yes.

6 Q. Okay, and you satisfied that payment with rental
7 income that you've received?

8 A. Yes, ma'am.

9 Q. Okay, and the payment from Mr. Patel as well?

10 A. Yes, but I put a lot of money into the store.

11 Q. Okay. Please tell the court how so.

12 A. I put in the heating and air unit, brand new one. I
13 had to do that because the other one burned out. That was
14 \$10,000. That had to be airlifted on the roof -- I mean, a
15 crane. 15,000 was for a new roof, \$3,000 to topcoat the
16 outside pavement because it was starting to crack, 2,000 to
17 paint the store. Had it done twice. 500 to paint the
18 fence, to stain it because it was warping. The bill for
19 Lowe's was \$750 to paint it because I got somebody to do it
20 on the side. The taxes for the \$100,000 that came in, I
21 had to pay \$21,000 on it. Had to pay the taxes, my
22 personal taxes. I did the store. That was \$7,000, I
23 think, for 2015, '16, and '17, so that's 21,000. 2018 was
24 \$10,000 on there. So, my total with everything came down
25 to 82,250. And then I took the -- what did I take? The --

1 oh, then I took the loans and figured those out, and when I
2 got through with everything, I'm in the hole 82,800.

3 Q. Fair enough, and when Mr. Helms says that he placed
4 property in your name to avoid any issues with the
5 government, do you agree or disagree with that statement?

6 A. I disagree.

7 Q. Okay.

8 A. He didn't want anything to do with it.

9 THE COURT: I'm sorry, what did you say?

10 WITNESS: He didn't want anything to do with it. He
11 just wanted the machines.

12 BY MS. JEFFRIES:

13 Q. Throughout the thirteen years that you were together.

14 A. Yeah.

15 Q. How often would Mr. Helms leave the home?

16 A. He left ten or twelve times.

17 Q. Why would he leave?

18 A. He, he just -- if he didn't get everything his way,
19 he's just get up and walk out, be gone for a week. I don't
20 know what he did.

21 Q. Okay. Where would he go?

22 A. One time he went to his son's house. One time he went
23 to the lake house because it wasn't rented for with
24 vacation -- there was no vacation people in there. One
25 time he rented an apartment over on Forest Drive. One time

1 he stayed in a hotel for a couple weeks, and I think one
2 time he was at Christa's for a little bit.

3 Q. Okay. You testified yesterday about the ownership of
4 L&D prior to you receiving it, and was there an agreement
5 that you entered into, Debbie, with Christa Wilks and
6 Michael Wilks as it relates to the transfer of L&D
7 Enterprises?

8 A. Yes.

9 Q. Okay, and what were the terms? Do you remember the
10 terms of that agreement?

11 A. I don't remember.

12 Q. Okay. I'm going to show you just to refresh your
13 memory. It's not in the record or it's not been ---

14 THE COURT: Show it to Mr. Moore, see if he has any
15 objections.

16 (COUNSELORS CONFER.)

17 MR. MOORE: I don't have any objections to this coming
18 into the record, Your Honor.

19 THE COURT: What now?

20 MR. MOORE: I have no objection to this coming in.

21 THE COURT: All right. Well, what is it?

22 MS. JEFFRIES: Your Honor, this is an agreement
23 between the sellers of L&D Enterprises and the purchaser
24 that were willing -- the sellers ---

25 THE COURT: Let me get something straight. Both of

1 y'all have accused each other -- it's not personal -- one
2 side or the other not providing certain information that
3 should've been provided before this case started. Is that
4 still the situation?

5 What have you received in discovery?

6 MR. MOORE: I have seen this document.

7 THE COURT: All right. What have you not seen in
8 discovery?

9 MR. MOORE: I haven't seen any checks. I haven't seen
10 any financial statements. I haven't seen any tax returns.
11 I haven't seen ---

12 THE COURT: All right, that's enough. Just make a
13 list and after this is all over with, I'm going to have to
14 talk to both of y'all about getting this information to me
15 and someone that I might pick to do a forensic accounting,
16 all right? That's fair enough.

17 But go ahead. We can mark that without objection.
18 This is your exhibit.

19 MS. JEFFRIES: Not a court exhibit.

20 THE COURT: If you want to introduce it, right?

21 There's no objection. It becomes your exhibit, not mine.

22 MS. JEFFRIES: 14.

23 (AGREEMENT MARKED INTO EVIDENCE AS DEFENDANT'S EXHIBIT
24 NUMBER 14.)

25

1 BY MS. JEFFRIES:

2 Q. Debbie, take a look at that.

3 A. Yes, I remember this. Jimmy brought this to me.

4 Q. Okay, and, Debbie, is that a copy, is that a copy of
5 an agreement that acknowledges when you were transferred
6 your interest ---

7 MR. MOORE: I'd object, Your Honor please, to the
8 leading as to the hearsay.

9 THE COURT: All right, what is it? Just ask her what
10 it is.

11 BY MS. JEFFRIES:

12 Q. What, what, what is that document, Debbie?

13 A. It's the transfer of L&D Enterprises to me because ---

14 MR. MOORE: I would, I would ---

15 A. The loan wasn't paid.

16 MR. MOORE: I would have to object to that, Your
17 Honor. There's been no authentication as to the signature
18 of the purported seller. The purported seller says that
19 when she signs her name, she always puts an H in her name,
20 in her signature. It's not there. She testified that ---

21 THE COURT: This is the daughter, right, Christa?

22 MR. MOORE: Yes.

23 THE COURT: Go ahead.

24 MR. MOORE: And she was, she was here to testify, and
25 this lady now says that she had no agreement, that she

1 didn't sign it, she didn't see it ---

2 WITNESS: I said I ---

3 THE COURT: Stop. Stop.

4 WITNESS: Oh.

5 THE COURT: Y'all got to understand. I am the judge
6 and the jury, and I'm not a jury. I've been doing this a
7 long time, and whatever affect it might have on a jury, I
8 promise you all it does not have the same affect on me.
9 I'll take everything into account. I will use my years of
10 experience as a trial lawyer and as a member of the bench
11 to make a fair decision.

12 MR. MOORE: Thank you, Your Honor.

13 THE COURT: Your objection is noted.

14 You may continue, ma'am.

15 BY MS. JEFFRIES:

16 Q. Okay, Debbie, what were you saying?

17 THE COURT: Additionally, specifically it goes to the
18 weight and not the admissibility. Let me put it that way
19 for everybody.

20 Okay, go ahead.

21 MS. JEFFRIES: Thank you.

22 BY MS. JEFFRIES:

23 Q. What were you saying, Debbie?

24 A. I was just saying that was the transfer of L&D
25 Enterprises.

1 Q. Okay.

2 A. Because the loan wasn't paid back.

3 Q. Fair enough. All right.

4 A. I just remember he brought it to me.

5 COURT REPORTER: Repeat that, please.

6 A. I remember he brought it to me.

7 Q. Just so that I'm clear with respect to the E*TRADE
8 account, who opened that account?

9 A. Jimmy did.

10 Q. Okay. When did you find out that account was even
11 opened?

12 A. Here.

13 Q. What? In this lawsuit?

14 A. Yeah.

15 Q. And did you and Jimmy have any discussions then? I'm
16 assuming you did.

17 A. No.

18 Q. Okay. All right.

19 A. I mean, he already -- he said he had E -- not E*TRADE
20 but a stock market account for him and his kids. So, why
21 would he put one in my name and not put it in his name?
22 Didn't make sense to me.

23 Q. Fair enough.

24 MS. JEFFRIES: Your Honor, I think that's all the
25 questions I have for this witness.

1 THE COURT: That's fine.

2 Mr. Moore.

3 MR. MOORE: May it please Your Honor?

4 CROSS-EXAMINATION BY MR. MOORE:

5 Q. The, the document that you have there that you claim
6 to be transferring L&D Enterprises, do you have that in
7 front of you?

8 A. Yes, sir.

9 Q. Were you present in the courtroom when Christa
10 testified her signature always has an H in it?

11 A. Yes, I was.

12 Q. If you look at the signature on that document, does it
13 have an H in it?

14 A. Does it have an H in her name?

15 Q. Yes.

16 A. Yes. Yes.

17 Q. It has the middle -- it's Christa H?

18 A. Oh. No H in the middle, but I didn't -- when I got
19 the paper, they had already signed it.

20 Q. Wait a minute. You assumed that. You ---

21 A. No. I -- when he gave me the paper, it -- their names
22 had already been signed.

23 THE COURT: Let me stop and ask this question. Were
24 you present when this document was signed?

25 WITNESS: For me only.

1 THE COURT: Huh?

2 WITNESS: For me only. He brought it to me that way.

3 THE COURT: I didn't understand that.

4 BY MR. MOORE:

5 Q. Were you present when Christa purportedly signed the
6 document?

7 A. No, sir.

8 Q. Are you able to testify as a fact that Christa ever
9 actually signed the document?

10 A. Well, I assume she did.

11 Q. No, ma'am.

12 THE COURT: Stop.

13 WITNESS: I don't know what to do.

14 THE COURT: Let me see this document. Isn't this a
15 transaction where everybody should have been present and
16 everybody should have signed it at the same time? May I
17 see it, please, or a copy of it? And this is Exhibit
18 Number 14.

19 (A PAUSE.)

20 THE COURT: All right, Mr. Moore, I might have a
21 question or two later on.

22 MR. MOORE: Thank you, Your Honor.

23 BY MR. MOORE:

24 Q. Ma'am, it is your testimony that -- I wrote this down
25 -- he brought it to me. The he you were referring to would

1 be Jimmy Helms?

2 A. Yes.

3 Q. Now, did you actually enter into negotiations with
4 Christa?

5 A. They didn't pay that 20,000 back.

6 Q. That was not my question to you. Did you actually
7 enter into negotiations with Christa that led to the terms
8 of this agreement?

9 A. No.

10 Q. If you claim this to be a purported agreement, it
11 certainly was not something that you negotiated, correct?

12 A. No. My understanding -- I'm not a lawyer. My
13 understanding was that if I didn't get the money back, that
14 this would happen, and so that's the way it was. That's
15 all I know.

16 Q. Okay, that's not what I was asking you. I just want
17 to make sure that you never negotiated the terms of that
18 agreement with Christa, correct?

19 A. No.

20 Q. Are you able to testify as a fact, based upon your
21 ears, eyes, and other senses, that Christa ever even knew
22 that document existed?

23 A. I would hope so.

24 Q. I didn't ask you what you hope. I want to know what
25 you can testify ---

1 A. I don't know that.

2 Q. But you do know that you never negotiated the terms of
3 that purported agreement with Christa, correct?

4 A. No. I did not know I had to.

5 Q. And we know that her signature always has an H between
6 the first name and last, and there is no H there, correct?

7 A. Correct.

8 Q. So, this does not appear to be her signature, does it?

9 A. That I don't know.

10 Q. Well, if what she testified was true, that she always
11 has an H -- there's no H. So, this would not appear to be
12 her signature, would it?

13 A. Yeah, but she also testified that she never got
14 paychecks.

15 Q. Well, that wasn't what I asked you, is it?

16 A. No.

17 Q. Now, this does not appear to be her signature, does
18 it?

19 A. I, I guess not. I don't know. I've never seen
20 Christa's signature.

21 Q. You don't know. That's fine. My question to you is
22 that if that is not her signature, as it does not appear to
23 be, what document do you have in your possession to
24 indicate that you own anything having to do with L&D
25 Enterprises?

1 A. I'm not a lawyer.

2 Q. I'm just asking you what documents you have. If that

3 ---

4 A. That's ---

5 Q. --- document is not her signature, what documents ---

6 A. So, that means ---

7 Q. --- do you ---

8 A. --- Christa still owns it and then owes me money.

9 Q. Ma'am, I was in the process of asking ---

10 A. Sorry, but ---

11 Q. --- you a question.

12 A. --- I don't know this ---

13 THE COURT: Stop. One at a time. We're getting kind
14 of testy. Maybe I am, too, but I've listened to this long
15 enough.

16 Give him a chance to ask the question. This is
17 cross-examination still. Your answer has got to be yes or
18 no. You can explain it; plus, your lawyer will get a
19 chance to come back if she needs to.

20 Go ahead and ask the question again, Mr. Moore.

21 BY MR. MOORE:

22 Q. Ma'am, if that is not Christa's signature, you have no
23 documentation at all to indicate that L&D Enterprises
24 belongs to you.

25 A. I guess ---

1 Q. Correct?

2 A. I guess not.

3 Q. Now, were you in the courtroom when Mr. Patel
4 testified?

5 A. Yes, sir.

6 Q. Was Jimmy Helms part of the negotiations related to
7 the sale of the business to Mr. Patel?

8 A. Actually, I was at Whataburger next door. Jimmy
9 walked in and started saying all these things. Turned
10 around. Walked out. I finished the sale.

11 Q. My question to you, ma'am ---

12 A. No, sir.

13 Q. --- was Jimmy Helms ---

14 A. He was -- I'm sorry.

15 Q. My question is very simple. Was Jimmy Helms a party
16 to the negotiations with Mr. Patel?

17 A. No, sir. He was present, but he did not negotiate it.

18 Q. He just sat there and didn't say anything?

19 A. He sat there, and he talked to them about India and
20 where they're from and how long they'd been here and they
21 want -- they were looking at places together, and regular
22 what you do. I negotiated the store.

23 Q. Would Mr. Patel have been in a position to know what
24 negotiations Jimmy participated in?

25 A. I don't know. I think he just doesn't understand. He

1 saw us both in there, so he's just trying to say, okay,
2 they're both in there. They were together. And, yes, I
3 talked to him. I think Jimmy showed him the, the walk-in
4 or something and stuff, but I negotiated it at Whataburger
5 by myself.

6 Q. Well, ma'am, Mr. Patel testified that Jimmy was the
7 one who negotiated a price. Is that true or ---

8 A. That's not true.

9 Q. --- is that not ---

10 A. Sorry.

11 Q. Is that true or is that not true?

12 A. That's not true, and the reason.

13 THE COURT: Let me stop this. And we have the record.
14 Is that what he testified to?

15 MR. MOORE: Yes, sir.

16 THE COURT: I know that, and that's the way your
17 question should be phrased. Do you recall him testifying
18 that Jimmy participated, yes or no.

19 BY MR. MOORE:

20 Q. Do you recall he testified that Jimmy participated in
21 setting the price during the negotiation?

22 A. I heard him say that.

23 THE COURT: All right, that's enough. I'm sorry. I
24 don't want to take over this trial. I'm not trying to do
25 that but, ladies and gentlemen, it's my decision, and

1 whether you like it or you like, I don't care. This is for
2 my own personal benefit as the judge and the jury in this
3 case.

4 You may proceed.

5 MR. MOORE: Thank you, Your Honor.

6 BY MR. MOORE:

7 Q. Did you ever go out with Jake and Betty Knotts?

8 A. No, sir.

9 Q. Now, you said -- there is no mortgage on 812 and 820,
10 correct?

11 A. Not since January of 2019 when I paid it off.

12 Q. That would be correct, right?

13 A. Correct.

14 Q. You say you're, you're in the hole \$82,800?

15 A. Yes, sir.

16 Q. Well, ma'am, we know that you only had \$90,000 when
17 you moved in with Jimmy. Where did you get the \$82,800 ---

18 A. That had not ---

19 Q. --- when you ---

20 A. Sorry.

21 THE COURT: It's all right. I've done this a long
22 time. It's nothing personal, and it's easy to get
23 emotional.

24 WITNESS: I'm trying, I'm trying to let you go home.

25 THE COURT: But you've got to relax and let him ask

1 the question first.

2 WITNESS: Okay.

3 THE COURT: Go ahead. Try it again.

4 BY MR. MOORE:

5 Q. Ma'am, if you only had \$90,000 when you moved into
6 Jimmy's, where did you get the \$82,500 you claim to have
7 lost on the convenience store?

8 A. I put the numbers together, and I got 82,250 that I
9 spent on everything in the store. And then I took the
10 mortgage payments times sixty, which is \$174,800. And then
11 \$2,900 a month at 4,100 is 240,000. And then I took the
12 incomes that came in and I took what went out and the
13 permits and the insurance for a contamination policy, and
14 then I took the income from the expenses, and then it came
15 to 23,950 plus. But then I had to take out the 401(k),
16 which was 75,000. I have to pay \$30,000 and \$23,950 in
17 taxes on that money because I withdrew it from the 401(k),
18 and then the broker fee out of the 100,000 comes to a loss
19 of 82,800.

20 Q. Well, again, I appreciate all that. I understand your
21 numbers and your calculations, but if you only had \$90,000
22 when you started, where did the money come from that you
23 lost?

24 A. This has nothing to do with the money I started with.
25 This is the money, the income from the store, the payments

1 from the rent, the expenses I had. It's this and this.
2 So, here's the expenses and here's the income of what Jimmy
3 Patel -- I mean, Viral Patel paid me every month. Paid me
4 \$4,100 for five years. At a month, that's times twelve.
5 That's times sixty. I took that number and then I took the
6 3,800 times the last twelve month and added in, and I'm at
7 a loss, 80 ---

8 Q. What documents did you look at to get those numbers
9 from which you did the calculations?

10 A. I took the -- what I paid for the heating and air,
11 what I paid for the new roof, what I paid for the topcoat,
12 painting the store twice, the money from Lowe's ---

13 THE COURT: Stop, ma'am. The question was what
14 documents.

15 A. Oh, I have them. I will produce them if the judge
16 would like that. I have all the bills.

17 Q. Well, if you have all those bills, why haven't they
18 been provided to us before today?

19 A. I did not know that this was going to go this way.
20 I've never been in trial before; I've never been in court.
21 I don't know. So, I can also get the canceled checks from
22 where I paid the mortgages. I will produce those for you,
23 bank statements, and my lawyer has all my tax returns.

24 Q. You knew all the documents have been requested before
25 today, but they weren't given to us. Why not?

1 A. Jimmy moved into my house and said it was over. I'm
2 not suing you.

3 Q. Jimmy moved into your house?

4 A. 2018.

5 Q. Then that's roughly two years after the lawsuit had
6 been filed. More than two years before he moved into your
7 house, the documents had been requested. Why hadn't you
8 given them to us?

9 A. I don't remember when you requested them. Can you
10 tell me when it was requested?

11 MR. MOORE: I have no further questions. Thank you,
12 Your Honor.

13 THE COURT: Anything further?

14 MS. JEFFRIES: Just really quickly.

15 REDIRECT EXAMINATION BY MS. JEFFRIES:

16 Q. You heard Mr. Helms's testimony that L&D Enterprises
17 was in the name of his children before you received it,
18 correct?

19 A. Yeah.

20 Q. All right, and so the document that Mr. Moore was
21 questioning you about that I showed you, Christa and
22 Michael are his kids, correct?

23 A. Yes.

24 Q. That document shows that they were the owners of L&D
25 Enterprises?

1 A. Uh-huh.

2 Q. Okay. Is that a yes?

3 A. Yes.

4 Q. All right. Fair enough, and Jimmy brought that to
5 you?

6 A. Yes.

7 Q. That document to you? Okay. All right. You have, in
8 fact, given tax returns to me?

9 A. Yes.

10 Q. And those tax returns have been given to Mr. Moore?

11 A. Yes.

12 Q. And you report the -- have you reported, rather,
13 Jimmy's Mini Mart on your tax returns for income purposes?

14 A. Every tax return has, has Jimmy's Mini Mart. Well, it
15 has -- it says now, it says Deborah Willing Convenience
16 Store.

17 Q. For how many years have you done that?

18 A. I've done that since 2005.

19 Q. Okay. All right. So, you've assumed the liability of
20 the mini mart since 2005?

21 A. Yes.

22 Q. All right.

23 MS. JEFFRIES: No further questions.

24 THE COURT: All right, anything further, Mr. Moore?

25 MR. MOORE: No, sir, Your Honor. Thank you.

1 THE COURT: All right, you may step down.

2 (THE WITNESS EXITS THE STAND.)

3 THE COURT: Anything further from anyone?

4 MS. JEFFRIES: I have no further witnesses.

5 THE COURT: All right, that's fine.

6 (A PAUSE.)

7 THE COURT: And, of course, I'm not going to make a
8 decision in this matter. I'm going to take this matter
9 under advisement, as you all well know.

10 I have the name of a gentleman named Marcus Hodge. He
11 is a forensic accountant. His son is a lawyer up in
12 Greenville.

13 MS. JEFFRIES: Can you spell that? His last name, can
14 you spell that?

15 THE COURT: Huh?

16 MS. JEFFRIES: His last name, can you spell that?

17 THE COURT: Hodge. I haven't spoken to him yet.
18 That's the name that was just given to me this morning. I
19 need to contact him, give him an idea of what's involved in
20 this situation, then ask whether or not typically this is
21 the type of thing he does or would be willing to do.

22 And I sort of mentioned this to y'all beforehand. I
23 think I'm going to need at least a forensic accountant, and
24 I'm not sure about an appraiser yet, but I think I need to
25 start with a forensic accountant. And whatever documents

1 that were requested that haven't been turned over, y'all
2 need to make sure I get them.

3 MS. JEFFRIES: Sure.

4 THE COURT: You need to exchange them with each other,
5 whatever. And it needs to be a part of record. They need
6 to be looked at; they need to be evaluated. And so
7 technically this matter is under advisement, so I'd tidy up
8 these loose ends I just mentioned. And this is a nonjury
9 matter, and if anything additional comes to light, y'all
10 need to let me know.

11 And to Ms. Willing and Mr. Helms, I thought I'd
12 mentioned before. I'm not so sure. I might have seen you
13 before, but I don't think I've ever had -- I don't think I
14 have actually met you, Mr. Helms. I might have. I don't
15 remember, and I don't think I've ever seen you before.

16 So, I say that to say that -- and I've told the
17 lawyers this -- I don't have an interest in this case one
18 way or the other. I don't know how I'm going to rule, but
19 I'm going to do the best I can by both of you. I know one
20 thing is for sure: both of you can't be right on all the
21 things y'all testified to. So, I've got to sort through
22 it, and I'll do the best I can by both you. And I've done
23 this a long time, and that's nothing personal. It's just
24 my job, and that's the best way I can think of doing now,
25 getting somebody to go back -- it's a forensic accountant

1 -- to say this is this, this is that, and we'll see what
2 happens from there.

3 In the meantime, if y'all want to send like -- I
4 wouldn't say proposed orders but proposed positions, this
5 my position right now. And, quite frankly, I think this is
6 not a very long trial. I would suggest both parties -- and
7 y'all should split if y'all want to. I would order a
8 transcript of this, too. That's up to y'all. If y'all
9 don't, I'm going to order it and make y'all pay for it.
10 So, y'all decide what y'all want to do about that.

11 And this is -- I do this in an effort to try to be
12 fair to both parties. This is a -- there's a reason why
13 this case is five years old. And I saw Judge Lee in the
14 elevator this morning. We got here about the same time,
15 and I promised to send her a thank you note for sending
16 this case to me. But I say that. You know, these are not
17 easy things to decide, and I'll leave it like that.

18 If anything additional comes up, let me know, but I'm
19 going to contact this gentleman as soon as I can. I'll let
20 you both know what the status is. Is that fair enough?

21 If y'all need something, if you're worried, if your
22 client -- if you're worried about something, if you're
23 worried something, Mr. Helms, jump on your lawyers and
24 they'll contact me, okay? But this is the fairest way I
25 can think right now to do it, and that's how I'm going to

1 proceed.

2 Yes, sir.

3 MR. MOORE: Might I ask this?

4 THE COURT: Yes.

5 MR. MOORE: Might the court ---

6 THE COURT: Sir?

7 MR. MOORE: Might the court take a moment and -- to
8 encourage both parties to try to enter into a reasonable
9 discussion?

10 THE COURT: Well, you know, I said that beforehand,
11 and I will tell you this. I remember I had a discussion
12 with a group of lawyers a while back. It was four or five
13 of them and some issues about, you know, you can appeal,
14 you can do this. And I said, well, you know what? There's
15 one thing I know about appealing certain things. I don't
16 know how an appeal is going to turn out, you don't know how
17 an appeal is going to turn out, and I've sat on the Court
18 of Appeals -- well, actually, the Supreme Court more than
19 the Court of Appeals -- and I can tell you they don't know
20 how anything is going to turn out either. It's something
21 nobody knows.

22 And I say that because if there's any way to resolve
23 this case between you and him, y'all should make an effort.
24 It doesn't matter whether or not you succeed, but you need
25 to try. A good-faith try is always encouraged by me or

1 anyone else.

2 And I'm not an Old testament biblical guy. My mother
3 made us go to church all the time. I remember -- I'll tell
4 you two stories. You know, Solomon didn't split the baby;
5 he offered to split the baby. But another story about
6 Solomon is this. Group came to him. They had two rose
7 bushes.

8 You might know this story, Jake. You taught Sunday
9 school. Let me finish, but you might know this story.

10 And they said all right, Solomon, you're the wisest
11 man in the world. You tell us which is real and which is
12 artificial. He ordered up the royal bees. You might can
13 fool Solomon, but you can't fool a bee.

14 So, I'm not going to try to be Solomon, but I'm going
15 to try to be fair to both of y'all, okay?

16 Anything else? Look, I enjoyed -- I think this is the
17 first time I had something with you. I enjoyed it. Tell
18 B.J. I said hello.

19 All right, Mr. Knotts, always a pleasure to see you.

20 And I'm happy to meet you.

21 And good luck to you, Mr. Helms.

22 Good luck to you, Ms. Willing.

23 --- END OF TRANSCRIPT OF RECORD ---

CERTIFICATE

I, THE UNDERSIGNED ELIZABETH B. HARRIS, CERTIFIED
VERBATIM OFFICIAL COURT REPORTER FOR THE FIFTH
JUDICIAL CIRCUIT OF THE STATE OF SOUTH CAROLINA, DO
HEREBY CERTIFY THAT THE FOREGOING IS A TRUE, ACCURATE
AND COMPLETE TRANSCRIPT OF RECORD OF ALL THE
PROCEEDINGS HAD AND EVIDENCE INTRODUCED IN THE HEARING
OF THE CAPTIONED CAUSE, RELATIVE TO APPEAL, IN THE
CIRCUIT COURT FOR RICHLAND COUNTY, SOUTH CAROLINA, ON
THE 13TH AND 14TH DAYS OF JULY, 2020.

I DO FURTHER CERTIFY THAT I AM NEITHER OF KIN,
COUNSEL, NOR INTEREST IN ANY PARTY HERETO.

/S/ELIZABETH B. HARRIS, CVR-M-CM

COLUMBIA, SOUTH CAROLINA

SEPTEMBER 17TH, 2020