

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM LEE COUNTY

Richard L. Hinson, Special Referee
SC Bar # 15082

Appellate Case No. 2024-001025

RECEIVED

JUN 09 2025

SC Court of Appeals

Carroll D. Brown,

Appellant,

v.

John M. Baker dba Humpty Dumpty,
Mobile Home Park and Dream Home
Properties, LLC, Defendants.

Of whom John M. Baker dba Humpty
Dumpty Mobile Home Park is the
Respondent.

Respondent.

AMENDED RECORD ON APPEAL

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State of South Carolina

Common Pleas Court

County of Lee

Carroll D. Brown,
 plaintiff,

V.

#2020-CP-31-00237

John M. Baker, d/b/a Humpty Dumpty
Mobile Home Park,
 defendant.

Deposition of: John M. Baker

Location: 205 North Irby Street
 Florence, South Carolina

Date: Thursday, July 2, 2022

Time: 12:54 p.m. - 2:35 p.m.

Court Reporter: Roger R. Williamson

The deposition is taken pursuant to notice and/or agreement, in the above-entitled cause pending in the above-named court and pursuant to the South Carolina Rules of Civil Procedure.

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A P P E A R A N C E S

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Also Present: Carroll Brown
Kevin Swaney

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E X H I B I T S

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** Uh-huh = Affirmative
Huh-uh = Negative

1 A No, sir.

2 Q Okay. You've never been sued by
3 anyone or anyone sued you?

4 A No, sir.

5 Q Okay. All right. Let me ask you --
6 well, let me tell you this. If you need to take a
7 break, just let me know. Since the deposition has
8 started, under our rules, you can no longer confer
9 with Kevin. You have to ask me if you have a
10 question or anything like that. Okay?

11 A Yes, sir.

12 Q All right. All right. We're here
13 about the --

14 A Let -- let me back up one --

15 Q Okay.

16 A That's a question I wasn't expecting.
17 I did sue a gentleman that built a building for me
18 one time probably 25 years ago.

19 Q You sued him?

20 A Yeah. Uh-huh.

21 Q Okay. For faulty work or something?

22 A That's right.

23 Q Okay.

24 A That's right.

25 Q All right. Okay. Now, we're here

1 about the Humpty Dumpty Mobile Home Park.

2 A Yes, sir.

3 Q When was that business started?

4 A About 14 years ago. I can't remember
5 the year, but about 14 years ago.

6 Q All right. How was it started?

7 How -- how was the business created? What was the
8 business arrangement?

9 A Well, I had some land and I was -- I
10 thought about, you know, mobile homes and stuff
11 for a long time, about maybe doing some of those.
12 And I started thinking more and more about it. I
13 wanted to get some kind of -- for my retirement,
14 you know, so I could -- when I retired and sold my
15 company, I could move on. And I knew I knew
16 Carroll from many years ago. I knew he had some
17 mobile homes and I always heard good stuff about
18 that. I know his dad also had some rental
19 properties. So I sat down and talk to Carroll and
20 asked him if he would interested in maybe, you
21 know, getting together and being a manager of a
22 mobile home park. And that I'd furnish, you know,
23 the mobile homes and the land and all of that.
24 And we come up with a percentage of what we would
25 agree on -- a percentage for each one of us. And

1 the original percentage was 45 percent for me, 35
2 percent for the manager and 20 percent being
3 maintenance to cover the insurances and
4 maintenance upkeep around the park and stuff like
5 that.

6 Q Okay.

7 A Property taxes and stuff like that.

8 Q All right. Now, Carroll Brown
9 contends that y'all created a partnership in this
10 business and he --

11 A Never.

12 Q -- was a partner.

13 A Never.

14 Q That never occurred?

15 A Never.

16 Q Y'all never discussed that?

17 A Never did.

18 Q Okay. What was Carroll Brown's role
19 in this business?

20 A From the start?

21 Q Uh-huh.

22 A I would -- I would furnish everything.
23 I'd furnish the -- the land. I'd buy the mobile
24 homes. I would do all the infrastructure of the
25 road, the water tap fees. Anything concerning a

1 mobile home is that I would pay for all of that.
2 Carroll would use his labor to get it set up. But
3 I would -- anybody that helped him, I'd pay that.
4 I -- I paid -- paid for everything. And the day
5 that mobile home was finished, Carroll took over.
6 I had to spend nothing else in it. Carroll used
7 his labor to finish -- to finish -- you know, to
8 keep it up going like that everything was his 35
9 percent, what we originally started -- started
10 with.

11 Q Okay. So he would --

12 A And he would --

13 Q Excuse me. Go ahead.

14 A And he would -- and he would take care
15 of all of that, you know. And to -- you know, to
16 -- that -- that was his part to -- you know, to do
17 that.

18 Q Okay. Now, as you said the original
19 financial arrangement was you would get 45 percent
20 of the profits?

21 A Yes, sir.

22 Q And Carroll Brown was to get 35
23 percent of --

24 A That's right.

25 Q -- the profits? So he was not paid a

1 salary?

2 A No, sir.

3 Q All right. Was he paid anything for
4 his labor?

5 A To -- to set it up?

6 Q Yeah.

7 A No, sir.

8 Q Okay.

9 A No, sir. What we -- what we agreed to
10 was that the 35 percent I paid him was a lot of --
11 a lot of money for a manager. But that that would
12 offset and he -- he and I both agreed to that.
13 And it's -- it's in -- it's in all the paperwork
14 we ever had together.

15 Q Did y'all have any paperwork?

16 A We had -- he give me a spreadsheet
17 every month.

18 Q Uh-huh.

19 A And it puts right on there 35 percent
20 for a manager, 45 percent for the owner and 20
21 cent -- percent for the maintenance and upkeep.
22 And that changed a little later. We had to --
23 Carroll said it wasn't quite enough money in the
24 maintenance to, you know, go forward. It was kind
25 of putting it tight. So we changed back to I -- I

1 -- I give two and a half percent -- he'd get two
2 and a half percent and it was 42 and a half
3 percent -- 32 and a half percent and then 25
4 percent for maintenance. He said that -- that --
5 that should take care of all -- everything then.

6 Q Okay. So 20 percent of the profits
7 was not enough to take care of all the expenses
8 and costs of running a mobile home park?

9 A That -- that's what Carroll said.
10 Yes, sir.

11 Q Okay.

12 A And I didn't question it.

13 Q Okay. Before this lawsuit started,
14 did you ever question anything that Carroll Brown
15 did with regard to the running the mobile home
16 park, the finances, the taking care of the
17 business or anything?

18 A You said before --

19 Q Before --

20 A -- the lawsuit?

21 Q -- the suit.

22 A Yes, sir.

23 Q You did --

24 A Yes, sir.

25 Q -- question?

1 A Yes, sir.

2 Q What did you question?

3 A Probably about a year before this
4 happened, one of my --

5 Q Before -- excuse me. What happened?

6 A Before this lawsuit.

7 Q Oh.

8 A And before I told Carroll I was going
9 to sell it.

10 Q Uh-huh.

11 A There was a -- I had a friend of mine
12 that wanted to -- wanted to rent a trailer. I
13 said here -- here's Carroll's number. We -- we
14 should have some open, most of the time we do and
15 everything. I said, go talk to Carroll. And he
16 came back and he says, that place is too bad.
17 It's rough. He said, they showed me two or three
18 mobile homes. He said, I won't live there. He
19 went to somewhere else in the county and rented --
20 and rented from them. That bothered me a little
21 bit. We had a lady fall through -- about --
22 probably a year before this, maybe a little less,
23 had a lady fall through the porch. The lady told
24 me she talked -- she called and complained to
25 Carroll about the boards were rotten and

1 everything. She finally fell through the -- the
2 porch, 25,000 dollar fee is what they -- the
3 insurance had to pay. The insurance company come
4 out and inspected it and told Carroll -- told --
5 well, he -- he called -- he told -- Carroll called
6 me one day and says, the insurance man can't talk
7 to the manager. Carroll's exact words, he can't
8 talk to the manager. He's got to talk to the
9 owner. So Carroll said, this man's going to call
10 you. So the man called me from the insurance
11 company -- Foremost Insurance --

12 Q Uh-huh.

13 A -- and he said that, you know -- he
14 said -- he said, you know, we've paid this off.
15 He said, this lady complained about this. He
16 said, you need to do -- he said, while I was
17 there, I looked through the mobile home park. He
18 said, you've got about 10 or 15 more that need to
19 be repaired or you're going to be in trouble.
20 We'll cancel your -- your account. So I called
21 Carroll and told him, I said, we need everything
22 straight. Carroll said, oh, just a board here or
23 two there, wasn't -- wasn't nothing big. The
24 insurance guy said it was more than that. Those
25 two things got me scared. My liability -- I

1 carried two millions dollars of liability. I
2 increased it after I heard that because of what my
3 liability was out there on me. Because ---

4 Q What was the name of the name of the
5 woman that fell through the floor of the porch?

6 A I can't -- I can't -- I can't
7 remember.

8 Q What was the name of the friend --

9 A Her -- her last name was Starnes. I
10 do --

11 Q Starnes?

12 A Yeah, that was the last name. It was
13 like Felicia or something -- like Starnes.

14 Q What was the name of the friend who
15 wanted to rent the mobile home and -- and decided
16 not to because of the condition it was in?

17 A Vern--- Vernon Wilson.

18 Q Vernon Wilson. And -- and when did
19 this occur?

20 A I'm thinking a year before this --
21 before the lawsuit started.

22 Q About a year before?

23 A Yeah, I'm thinking now.

24 Q Okay.

25 A I can't be exact.

1 Q After you were informed of this
2 situation, did you go out and inspect the mobile
3 homes yourself?

4 A Yes, sir.

5 Q You did?

6 A Not -- not detailed, but I would ride
7 through. I wouldn't go inside them or anything.
8 But --

9 Q You just rode through the mobile home
10 park?

11 A That's right. Well, I -- I would go
12 up to them and look at them, especially the ones
13 that were empty. And they were pretty rough. The
14 -- the -- the porches that were on the front and
15 the back, pretty rough. The underpinning was
16 rough and everything. And then, I did go in one
17 mobile home and it was -- it was nasty. The woman
18 had a -- had a bucket sitting under the roof to
19 catch the rain.

20 Q So is it your contention that Carroll
21 Brown was not taking care of the mobile home
22 park --

23 A That's --

24 Q -- like he should?

25 A -- that's what it looked like. Yes,

1 sir.

2 Q All right. Is that why you dissolved
3 the relationship?

4 A Yes, sir.

5 Q It is?

6 A Yes, sir.

7 Q Okay.

8 A Oh, that -- health -- my -- my health
9 wasn't the best in the world and it just scared
10 me, the -- the -- what the liability of this
11 thing. I mean, it was -- it was bad.

12 Q Uh-huh. So in -- my understanding is
13 the business started in around 2006. Would you
14 agree with that?

15 A That sounds about right. Yes, sir.

16 Q All right. What happened in July of
17 2020? Well, that's when the relationship ended.

18 A I called Carroll Brown and he came by
19 the office one day and I told him, I said,
20 Carroll, I'm -- I didn't want to upset nobody. I
21 mean, I thought we were still friends.

22 Q Uh-huh.

23 A I said, I thought -- I said, Carroll,
24 I'm thinking about selling the mobile home park.
25 I said, I'm getting older. My health is not as

1 good and everything. I said, I'm thinking about
2 selling the mobile home park. Didn't mention
3 anything about the other stuff. Still trying to
4 keep friends. Carroll sat right there and said,
5 you know, that's probably not a bad idea. He
6 said, because I can -- I -- I can let my help go.
7 He hired -- he had a guy work for him.

8 Q Uh-huh.

9 A And he said I can let him go and I can
10 take care of my mobile home by my -- my mobile
11 homes by myself. He said that might be a good
12 thing. And I said, well, oh, boy, this is going
13 to be good. You know, I ain't got to be -- be
14 upset and I ain't got to explain nothing, all this
15 other stuff that happened. And I think the next
16 day or the day after, he called me back and that's
17 when he said he was upset by this and all of this
18 stuff. That -- he said he knew he would -- he and
19 I would be having this conversation one day. He
20 said he just didn't know he would be having it
21 with me. He thought he would be having it with my
22 children.

23 Q Did you sell the mobile home park?

24 A In the process, we can't with the lis
25 pendens on it. We can't do it.

- 1 Q You intended to sell it?
- 2 A Oh, yes, sir.
- 3 Q To whom?
- 4 A My son-in-law and my daughter.
- 5 Q And who is that?
- 6 A Kevin Swaney.
- 7 Q All right.
- 8 A Kevin and Dorian Swaney.
- 9 Q And you -- at some point in time
- 10 you're going to sell the mobile home park to them?
- 11 A Yes, sir.
- 12 Q All right. Who's running the mobile
- 13 home park now?
- 14 A Kevin is.
- 15 Q All right. There is a -- there's a
- 16 business called Dream Home Properties.
- 17 A That --
- 18 Q What is that?
- 19 A That's him.
- 20 Q That's him?
- 21 A That's right.
- 22 Q Is he running the mobile home park in
- 23 that name?
- 24 A Yes, sir.
- 25 Q All right.

1 A He has more -- more -- he has 20 or
2 more houses in the area.

3 Q In the same --

4 A Mobile home houses.

5 Q -- the same place --

6 A Well, it --

7 Q -- as -- as Humpty Dumpty?

8 A It -- most of them are in Lee County.

9 And some are in Ker--- Kershaw County.

10 Q Okay. All right.

11 A But he has homes that are not mobile
12 homes.

13 Q All right. What is your intended sell
14 price of the mobile home park to --

15 A We -- we --

16 Q -- Kevin Swaney?

17 A -- haven't -- we haven't agreed on
18 anything yet because there's so much up and
19 down --

20 Q Okay.

21 A -- and stuff like that.

22 Q Okay. How much rent are you getting
23 from the mobile homes?

24 A Kevin's taken over everything. I --
25 the day that -- that this lawsuit came out, I -- I

1 just -- I was -- I was done with it. I told him,
2 I said, I'm going to shut down because of
3 liability or -- or do something. Or -- and he
4 said, well, I'm -- I'm interested in buying it.
5 I'll take over right now until we get this thing
6 taken care of it. He's taking care of every bit
7 of it.

8 Q So you don't know how much he -- rent
9 he's --

10 A No, sir.

11 Q -- getting? Is he paying you a
12 percentage of the profits?

13 A And since -- since this thing was
14 filed, the last check I got from Carroll, I got
15 2,500 dollars total that whole time since August
16 of 2020.

17 Q Since August of 2020 you've --

18 A Right.

19 Q -- only received 2,500 dollars?

20 A We had to put everything back into it.
21 We've spent a lot of money in the mobile home
22 park. And we've got affidavits and receipts to
23 prove it. We -- like I said, everything we get,
24 it goes right back into it. It gets right back
25 into it.

1 Q You have affidavits?

2 A No, I'm sorry, receipts.

3 Q Receipts.

4 A Yeah, contractor receipts to --

5 Q Contractor receipts for what?

6 A Repairs.

7 Q Repairs.

8 A A/C units, underpinning, roofs. We --
9 we had to put a roof on every one of them mobile
10 homes. Twenty-five mobile had -- we had to put
11 metal roofs on them they were leaking so bad
12 because they weren't -- they weren't taken care
13 of.

14 Q So let me get back to the reason you
15 decided to close down this Humpty Dumpty business.
16 You said you were getting ready to retire?

17 A Slow down. Yes, sir.

18 Q And you were going to sell it?

19 A Yeah.

20 Q All right. And --

21 A Be--- because of what I just told you,
22 those are the reasons. As -- before that came
23 along, I -- I was fine. You know, before I heard
24 that stuff and that lady got hurt and I saw how
25 bad the mobile home park was in, I was ashamed of

1 it. And I -- I was -- that -- that -- that's what
2 made me decide I was going to sell it --

3 Q Okay.

4 A -- right then.

5 Q Okay.

6 A Because I -- I -- before then, I
7 thought everything was good. I had no idea.
8 Carroll can tell you, I never questioned him.
9 Never did. I trusted him. I never questioned him
10 about the money, the -- how many people were in
11 there, what was being, you know, rented out and
12 everything.

13 Q Uh-huh.

14 A And -- and -- and as of today, Carroll
15 kept about 70, 75 percent occupancy. Today it's
16 100 percent. It's been that way since -- over a
17 year, over almost two years. And --

18 Q Now, you're saying it's been 100
19 percent occupancy --

20 A Yes, sir.

21 Q -- since Kevin Swaney took over?

22 A Yes, sir.

23 Q Okay.

24 A And we have a waiting list. Before
25 then, it was people move -- more people moving out

1 than was moving in.

2 Q More people were moving out than
3 moving in?

4 A Yeah.

5 Q Before --

6 A Before -- when -- when Carroll had it.

7 Q All right. Did you question him about
8 that?

9 A Carroll?

10 Q Yeah.

11 A Yeah.

12 Q And what --

13 A He said --

14 Q -- did you question him about?

15 A I just asked him -- I said, why -- why
16 are we getting so many people empty and
17 everything. He said it's just bad tenants and
18 stuff like that.

19 Q Uh-huh. Okay. That's all he said?

20 A Uh-huh.

21 Q Okay.

22 Court Reporter: Is that a yes?

23 The Deponent: Yes. I'm sorry.

24 By Mr. Bledsoe:

25 Q All right. Okay. Now, you are -- you

1 have counterclaimed that Carroll Brown owes you
2 money. Is that right?

3 A Yes, sir.

4 Q All right. How much are you claiming
5 he owes you?

6 A We haven't got an exact figure yet.
7 It's more stuff being uncovered as we talk.

8 Q Do you have a ballpark figure?

9 A What we've gathered already, it's
10 probably over 100,000 dollars.

11 Q Over 100,000 dollars?

12 A Yes, sir.

13 Q All right. How did you arrive at that
14 figure?

15 A Like I said, it's just a ballpark.

16 Q Right. How do you arrive at the fact
17 that he owes you any money at all?

18 A Money that never did reach my -- my --
19 it's hard to say this. Money I never did get.

20 Q From what?

21 A From the rents.

22 Q Rent.

23 A Uh-huh.

24 Q So you're saying that -- well, tell me
25 what you are saying about the rent.

1 A That on -- some of these people were
2 paying X number of dollars --

3 Q Uh-huh.

4 A -- but on my spreadsheet, it was less
5 than that.

6 Q The spreadsheet was showing less than
7 what they were paying Carroll --

8 A Yeah.

9 Q -- Brown?

10 A Yeah, they were paying more.

11 Q And how did you determine that?

12 A The spreadsheet and interviewing some
13 of these people. And receipts.

14 Q Receipts of what?

15 A Their -- where they got a receipt from
16 Carroll Brown showing what they paid.

17 Q You have some receipts from Carroll
18 Brown?

19 A Yes, sir.

20 Q To these tenants?

21 A From the tenants. Yes, sir.

22 Q And the spreadsheets are showing less
23 than what he collected. Is that what you're
24 saying?

25 A Yes, sir.

1 Q And how did you determine that?

2 A The receipts.

3 Q Receipts. All right.

4 A Rent receipts compared it to my
5 spreadsheet.

6 Q Receipts from the tenants as to what
7 they were paying Carroll Brown versus what was
8 showing on the spreadsheet?

9 A Yes, sir.

10 Q Okay. When did you determine this?

11 A Probably three or four months -- it
12 started -- three or four months after the lawsuit.

13 Q Okay.

14 A I -- I wasn't going to do anything. I
15 was going to let -- let -- walk -- walk away. But
16 the more I dug, the worse it got.

17 Q And who has these receipts?

18 A They're -- they're -- they're in a
19 safe place.

20 Q I need to know who has them. I need
21 to see those receipts.

22 A Kevin.

23 Q Kevin Swaney --

24 A Yeah.

25 Q -- has them?

1 A Uh-huh.

2 Mr. Barth: Yeah. We'll produce them.

3 Mr. Bledsoe: Okay.

4 By Mr. Bledsoe:

5 Q What caused you to interview tenants
6 and to compare receipts to the spreadsheets?

7 A A couple of -- when we made the
8 change, a couple of tenants come to me saying
9 that, you know, are we taking over new -- new and
10 everything? And they said, well, Carroll Brown
11 told us he owned this -- owned this place. He
12 said, what -- what are you doing about this? I
13 said, no, this -- it's just me. I own it. And
14 they said, well, we're glad to see you here.
15 We're getting some stuff fixed and everything.
16 We're glad to do that. And Kevin and I went
17 out -- Kevin Swaney and I went out and talked to
18 some of them. And they said, well, we're glad to
19 see things changed and everything. We've had
20 some, you know, pretty good problems and
21 everything. And then they -- then I said, well,
22 what -- what were you paying in rent and you know,
23 we -- because we -- we couldn't get what --
24 Carroll's contracts were. He wouldn't let us have
25 them, his leases. So we went back and tried to

1 ask them what they paid, you know, so we could set
2 up the new payments and everything for the new
3 park. And they said, well, I'm paying so and so,
4 so and so. I said, okay. So I went back to my
5 spreadsheet and it -- it was not accurate.

6 Q The spreadsheet was not accurate?

7 A Right.

8 Q Okay.

9 A Well, with what they said.

10 Q Now, which spreadsheet was this?

11 A The -- the original one, I guess.

12 Q Original -- I'm sorry, of what?

13 A The -- Carroll always sent me two
14 spread -- spreadsheets and the -- the -- the first
15 spreadsheet.

16 Q I -- I -- okay. I'm not following
17 you. Explain this to me.

18 A Carroll would give me two
19 spreadsheets. One for -- Carroll told me one
20 time, he said, I've got some cash, you know,
21 available if you'd like to have some of this money
22 in cash. And I said, okay. He said, I'll run one
23 as -- as that and then I'll run one showing that
24 you received the cash. I said, okay. So that --

25 Q So you're contending that he's the one

1 that suggested the two spreadsheets?

2 A Yes, sir.

3 Q Not you?

4 A That's right.

5 Q All right. He says that you came to
6 him and asked him to draw up two spreadsheets, one
7 for the I.R.S. showing less profit and one for you
8 showing the actual cost.

9 A Huh-uh.

10 Q Is that true?

11 A No, sir.

12 Q That's not true?

13 A No, sir.

14 Q You didn't do that?

15 A No, sir.

16 Q Okay. All right. So if I have
17 spreadsheets showing two separate figures, one
18 showing actual profits and one showing less than
19 the actual profits, you're saying that was
20 Carroll's doing?

21 A Yes, sir.

22 Q Not yours?

23 A No, sir.

24 Q You didn't do anything?

25 A No, sir. He -- he gave -- he -- he

1 said he had -- he had some cash available if I'd
2 like to have some cash. I said, yeah, that'd be
3 good. But now, I -- I claimed it on my taxes.

4 Q You claimed --

5 A And --

6 Q -- what on your taxes?

7 A The cash.

8 Q You did?

9 A Oh, yes, sir.

10 Q On your tax --

11 A Oh, yes, sir.

12 Q -- returns?

13 A Yes, sir.

14 Q So -- but you went along with the two
15 spreadsheets?

16 A Oh, yeah. I didn't see any problem
17 with it.

18 Q Okay. But you're saying although you
19 went along with the two spreadsheets, you actually
20 claimed the cash on your tax returns?

21 A Yes, sir. I spent the cash, but I
22 claimed it on my taxes.

23 Q Now, which tax year is this?

24 A Oh, it's quite a few of them.

25 Q Which ones?

1 A I mean, from the time it started, when
2 we started getting the cash.

3 Q All right. When was that?

4 A I have no idea, sir.

5 Q All right. If the spreadsheets show
6 that the two different spreadsheets started in
7 2016 up through 2020, would you agree with that?

8 A Possible.

9 Q You're not sure?

10 A No, sir.

11 Q Okay.

12 A I mean, that's a lot of dates. I
13 don't want to say yes and I -- I don't know.

14 Q Do you have your tax returns for those
15 years?

16 A Yes, sir.

17 Q Okay.

18 A For most of the years anyhow.

19 Q Okay. Okay. All right. Now, let's
20 get back to this 100,000 dollars. You said first
21 of all, that you claim Carroll Brown was receiving
22 rental income and not reporting it all to you and
23 not giving it all to you?

24 A Yes, sir.

25 Q Or giving you your share?

1 A Right.

2 Q How much of that accounts for the
3 100,000 dollars?

4 A I'm not sure.

5 Q All right. What other sources were
6 there of money you say he owes you?

7 A Deposits.

8 Q Security deposits?

9 A That's right. Uh-huh.

10 Q Now, he refunded your share of the
11 security deposits to you?

12 A Yes, sir. But -- but a lot of times
13 when somebody moved out, he would keep the
14 security deposit. And I questioned him of that
15 one time. He said, well, it cost us a lot of
16 money to clean it up and stuff like that. And so,
17 you know, that -- that was his excuse, the reason
18 I didn't get any of that security deposit back.

19 Q So how much money in security deposits
20 do you claim he owes you?

21 A I -- I said, we -- I said, I'll just
22 give you a ballpark figure of 100,000. I don't
23 know. We haven't broken it down.

24 Q You haven't broken it down?

25 A No, sir.

1 Q Well, this lawsuit's progressing
2 pretty rapidly. You -- and you haven't done that
3 yet?

4 A We're working on it.

5 Q Who's working on it?

6 A Me and Kevin Swaney.

7 Q Okay.

8 A And like I said, when we get more
9 information as we go, so --

10 Q Okay.

11 A -- it changes. Pet fees, I never -- I
12 never, ever received a pet fee.

13 Q How many pet fees were there?

14 A I don't know.

15 Q You don't know?

16 A I just -- some of the people told me
17 they had pets.

18 Q Uh-huh.

19 A And so I -- I mean, it could be a lot
20 more than I realize.

21 Q Do you have any proof of that?

22 A Yes, sir.

23 Q What do you have?

24 A People's words.

25 Q And who is that?

1 A Some of the tenants.

2 Q And who are they?

3 A I don't have the names right with me.

4 Q You don't have the names?

5 A Not with me.

6 Q Do you have access to the names?

7 A Yes, sir. Uh-huh.

8 Q And who has access to the names?

9 A Kevin Swaney.

10 Q Kevin Swaney. What other sources are
11 there of money that you are owed -- you claim you
12 are owed by Carroll Brown?

13 A Just the damage to my mobile homes.
14 That they weren't kept up, that we had spend money
15 back to get them back -- back right.

16 Q And you have receipts for that?

17 A Oh, yes, sir.

18 Q And why would he owe you that money?

19 A Because I paid him to do a -- do a
20 job, to manage that -- manage -- manage that park,
21 to keep them mobile homes up.

22 Q Uh-huh.

23 A It's when he walked -- when -- when
24 the tenants moved in the first time, they were in
25 excellent condition and everything. But when I go

4 that. The other thing is Carroll told me when we
5 ended this thing is I said, well, I need that
6 fee -- that maintenance fee from January up to
7 August -- or July. I need that fee back, so I can
8 pay the taxes -- the property taxes, the insurance
9 and stuff like that. He said there was no money
10 in there, zero. There was no money left in the --

11 Q In the maintenance --

12 A The maintenance.

13 Q -- account?

14 A Not a dime. First time I ever heard
15 that. But, you know, we were six months into it.
16 That money had to be -- be there somewhere. So
17 that -- that's money too that I think he owes me
18 back.

19 Q How much is that?

20 A I -- I --

21 Q Don't know?

22 A I don't have any exact figures on
23 that.

24 Q How are you going to arrive at those
25 figures?

1 in and got to replace all of these air
2 conditioners and stoves and refrigerators and all
3 of stuff, that -- that should have been part of

1 A I'm going to -- just -- just like I
2 just told you, I -- how much ever cost to do that
3 and -- and how much ever the maintenance should
4 have been and what we average paid out of the
5 maintenance fee. It always worked before. And,
6 you know, all of a sudden, we had no money in the
7 -- in the maintenance fee.

8 Q So you spent X amount of money on
9 repairs for the mobile homes?

10 A Yes, sir.

11 Q And who did you pay for these repairs?

12 A Oh, we've got different contractors.

13 Q And who are they?

14 A We have the names and stuff, but I
15 don't have them with me.

16 Q Who has the names?

17 A Kevin Swaney. I say -- I'm telling
18 you Kevin took over the mobile home park.

19 Q Okay. And who has the receipts from
20 these contractors?

21 A Kevin Swaney.

22 Q Kevin Swaney. Okay. Any other monies
23 you're claiming?

24 A From memory no, but I'm not 100
25 percent sure.

1 Q Okay. So we're talking rental income,
2 maintenance fees and pet deposits, which you don't
3 have any idea about -- and security deposits?

4 A Uh-huh.

5 Q Anything else?

6 A And the damage done to the mobile
7 homes.

8 Q And the damage to the mobile homes.
9 Okay. All right. Okay.

10 A To the best of my memory, that's
11 what --

12 Q Okay.

13 A -- most of it is.

14 Q All right. Now, you were not entitled
15 to 100 percent of those monies. Correct?

16 A Explain.

17 Q Well, you were only entitled to 42 and
18 a half percent. Correct?

19 A Yes, sir. Uh-huh.

20 Q So you're not entitled to 100 percent
21 of whatever you're claiming. Correct?

22 A That's right.

23 Q All right. Now --

24 A Well, except for the -- except for the
25 damage. I don't see why -- 42 and a half percent

1 for -- you know, for the damage that was done to
2 them.

3 Q Well --

4 A Like the pet deposits and all of that
5 stuff. I agree with you, the security deposits.
6 Yes, sir.

7 Q Okay. All right. Now, you had during
8 this time in this business arrangement with
9 Carroll Brown you had two insurance claims on
10 mobile homes. Is that correct?

11 A That's right.

12 Q All right. One burned and the other
13 one was vandalized?

14 A That's right. Well -- that's right.
15 Yes, sir.

16 Q All right. And when you got the
17 insurance proceeds, what did you do with it?

18 A Carroll and I split it.

19 Q Fifty/fifty?

20 A Yes, sir.

21 Q Okay. All right.

22 A And he came to me and I -- I just -- I
23 was -- told him -- I was just kind of oblivious to
24 him. He said -- you know, I said, well, here's
25 your -- he -- I got a check the other day. And he

1 says, well, shouldn't I get half of that? And I
2 thought, you know, half -- I'm sorry, half of what
3 was left over --

4 Q Right.

5 A -- after -- after he --

6 Q Right.

7 A -- fixed everything.

8 Q Right.

9 A He said, shouldn't I get half of that
10 and I said, yeah, I guess so. No -- no questions.
11 I give him half of it.

12 Q Why --

13 A But --

14 Q Why did you feel he's entitled to half
15 of it?

16 A Because he was -- he -- because he did
17 the repairs and stuff like that.

18 Q Okay. All right. And that was above
19 and beyond the 32 and a half percent he was
20 getting?

21 A Oh, yes, sir.

22 Q All right.

23 A That -- that had nothing to do with
24 that. That was -- I wrote him a check.

25 Q Now, the compensation that he was

1 getting was not a salary. Correct?

2 A Correct.

3 Q Was not an hourly wage?

4 A No, sir.

5 Q It was a percentage of the profits?

6 A Right.

7 Q Right. And isn't that more like a
8 partner than a business manager?

9 A No, sir.

10 Mr. Barth: Object to the form of the
11 question.

12 By Mr. Bledsoe:

13 Q You've got to answer it.

14 A No, sir.

15 Q No, that's not? Okay. All right.

16 A No. We -- the partner was never,
17 ever, ever discussed. Carroll came to me one time
18 and said, we need to get an agreement because
19 something may happen to you. This was probably
20 five years ago. Something may happen to you and I
21 need to make sure I'm prepared and -- and covered.
22 I said -- we'll talk about it, that's fine. I
23 said, let's do it. And then we talked about it
24 again and he said -- I said, write up something
25 and I'll take a look at it. I said, you've got my

1 word, as long as things are going good -- we don't
2 have a problem with the arrangement we've got.
3 You can stay. I said, as long as everything is
4 going good. And that's when I found out things
5 were not going good.

6 Q And that's when you found out when
7 found out the -- the supposed condition of the
8 mob--- mobile home park?

9 A That's right. Yes, sir.

10 Q Okay. Did you ever refer to Carroll
11 Brown as your business partner?

12 A No, sir.

13 Q You never did?

14 A No, sir.

15 Q Not ever at -- any --

16 A No, sir.

17 Q -- time?

18 A No, sir.

19 Q Okay. All right. Let me show you
20 this.

21 A Text message?

22 Q Yeah.

23 A I got it. You know, I work for a
24 million-dollar company and me and my boss from
25 time -- will talk and he said -- he said, I

1 appreciate you helping me partner. I'm not -- I
2 could not imagine trying to sue him for part of
3 his company because of that. And -- and -- and if
4 you read some of the older stuff in there, proud
5 to call him a great friend.

6 Q As well as a business partner.

7 Correct?

8 A Yep.

9 Q That's what it --

10 A But --

11 Q -- says?

12 A Yeah.

13 Q All right.

14 A But -- but --

15 Q You called him your business partner?

16 A On here, I did.

17 Q Okay.

18 A But partner, meaning good friends. We
19 worked -- worked good together. I mean, look at
20 all the stuff that we worked on together and
21 accomplished, I thought.

22 Q As business partners?

23 A No, sir. As a manager.

24 Q That's what you called him. Correct?

25 A On that one little thing there.

1 Q Okay.

2 A But I said, look at the other stuff
3 that was so positive on there, a good friend. If
4 you look back some more, I always praised Carroll
5 on Facebook, on his birthdays and all of that
6 stuff.

7 Q All right.

8 Mr. Bledsoe: That's been marked as
9 plaintiff's exhibit 1, Kevin.
10 (Plaintiff's exhibit number 1
11 marked for identification.)

12 Mr. Barth: Okay.

13 Mr. Bledsoe: Do you want a copy of
14 it?

15 Mr. Barth: I've got it.

16 Mr. Bledsoe: Okay.

17 Mr. Barth: It's that one page.

18 Right?

19 Mr. Bledsoe: Yes.

20 Mr. Barth: Okay. Thanks.

21 Mr. Bledsoe: All right.

22 By Mr. Bledsoe:

23 Q Now, at one point in time, did you buy
24 a backhoe?

25 A Yes, sir.

1 Q It had been burned?
2 A Yes, sir.
3 Q And Carroll Brown repaired it?
4 A Yes, sir.
5 Q And used it?
6 A Yes, sir.
7 Q Do you pay him for the labor to repair
8 the backhoe?
9 A I don't think so. I think I paid for
10 the parts --
11 Q All right.
12 A -- to repair it.
13 Q So he wasn't compensated for the
14 repairs other than his percentage of the profits.
15 Correct?
16 A Say that again.
17 Q He was not paid by you specifically
18 for the labor he performed to repair the backhoe?
19 A No, sir. Now, I just agreed that he
20 would do the labor on it. I'd furnish the parts.
21 But he'd also have access for himself also.
22 Q Okay.
23 A He used it outside the park.
24 Q All right. Now, at one point, Carroll
25 Brown went to a class and became certified as a

1 purchasing agent to buy mobile homes from Green
2 Tree Acceptance Service. Is that --

3 A Yes, sir.

4 Q -- correct?

5 A I -- I don't know. I didn't hear
6 about that until the lawsuit.

7 Q You didn't know about it?

8 A No, sir. I knew he was buying from
9 Green Tree. I never heard that he had to go
10 classes and everything. Never did.

11 Q Okay. You don't disagree with that?

12 A I don't -- I -- I don't -- I know I
13 don't -- I can't disagree. I don't know.

14 Q Okay.

15 A I mean, I never heard about it. I
16 think I would have heard about that. But all I
17 knew we were buying stuff from Green Tree because
18 we get the sheet -- sheet printouts of what
19 they're selling. I knew we were buying stuff from
20 Green Tree. I never knew about the classes or
21 anything.

22 Q Okay. He also became certified to put
23 in septic tanks?

24 A Yes, sir.

25 Q Is that correct?

1 A Yes, sir.

2 Q Before he became certified to do that,
3 you were paying contractors to put the septic
4 tanks in?

5 A Yes, sir.

6 Q Correct?

7 A Uh-huh.

8 Q So by him becoming certified and
9 putting the septic tanks in, he saved you money?

10 A Yes, sir.

11 Q All right.

12 A Saved us money. Yes.

13 Q Yeah, both of you.

14 A Uh-huh.

15 Q Yeah. All right. All right. Okay.

16 A But -- but also, he saved himself
17 money putting his -- his own mobile home septic
18 tanks in too for his -- for his mobile homes.

19 Q Okay.

20 A He saved himself money there too using
21 my backhoe.

22 Q All right. Did you own a house at
23 1705 Herndon Road?

24 A Yes, sir.

25 Q All right. Were you living there?

1 A When? For -- I -- I --

2 Q At any time?

3 A -- lived -- for many years. Yes, sir.

4 Q All right. And then you moved out?

5 A Yes, sir.

6 Q You put the house up for sale?

7 A Yes, sir.

8 Q And it didn't sell?

9 A No, sir. It was -- it was kind --
10 well, it wasn't 100 percent sold, no.

11 Q You never did sell it?

12 A No, sir.

13 Q And it was on the market for quite a
14 long time?

15 A Yes, sir.

16 Q Correct?

17 A Uh-huh.

18 Q All right. And at some point in time,
19 did you go to Carroll Brown and offer him 5,000
20 dollars to burn it?

21 Mr. Barth: I object. And would
22 instruct you not to answer it. He takes the
23 fifth.

24 Mr. Bledsoe: He's going to take the
25 fifth amendment on that?

1 Mr. Barth: Yep. And I'm instructing
2 him not to answer it.

3 Mr. Bledsoe: All right.

4 By Mr. Bledsoe:

5 Q And the house burned shortly after
6 that, didn't it?

7 A Yes, sir.

8 Q All right. How much did you get from
9 the insurance company from the fire?

10 A I'm not 100 percent sure.

11 Q You don't remember?

12 A No, sir.

13 Q Give me a ballpark figure.

14 A I can't remember, sir. It's a long
15 time ago.

16 Q Okay. All right. Now, are you saying
17 that from your earlier testimony Carroll Brown
18 came up to you and said, we need to draw up an
19 agreement for this business arrangement?

20 A Yes, many years later.

21 Q Yes.

22 A Yes, sir.

23 Q Not -- not immediately after you --

24 A Right.

25 Q -- started.

1 A No.

2 Q At some point in time?

3 A Right.

4 Q And was that agreement ever drawn up?

5 A No, sir. I -- I mentioned to him, I
6 said, draw something up, let me look at it and
7 we'll -- we'll talk about it. Never was.

8 Q Never was drawn up?

9 A No, sir.

10 Q Okay. Did you agree --

11 A If it -- if it was drawn up, I didn't
12 see it.

13 Q Did you agree to have a -- a written
14 agreement?

15 A Yeah, I told him to go ahead. I said
16 -- I said, get something written up and I said,
17 we'll take a look at it.

18 Q And what would have been terms of that
19 written agreement?

20 A That he would continue to manage it
21 just -- just like it is and -- and take -- take
22 care of the business and -- and nothing -- nothing
23 would change.

24 Q Okay. All right. All right. Now, I
25 assume that Kevin Swaney is collecting the rents

1 from the mobile homes now. Is that correct?

2 A Yes, sir.

3 Q Since August of 2020?

4 A Yes, sir.

5 Q What bank account is that money going
6 into it?

7 A He takes care of all of that. I
8 don't --

9 Q You don't know?

10 A I -- I've washed my hands of it.

11 Q Okay. All right. All right. Now,
12 has your lawyer shown you appraisal that we got on
13 the mobile home park?

14 A Yeah, I've got a copy of it. Yes,
15 sir.

16 Q All right. And you agree it's 950,000
17 dollars was the appraised value?

18 A That's what -- that's what it said.

19 Q All right. Do you agree with that?

20 A No, sir.

21 Q You don't?

22 A No, sir.

23 Q Why not?

24 A For one thing, I don't see how my
25 apartment where I live and where my buildings and

1 my three-car garage and my shop has anything to do
2 with this.

3 Q That's not in the appraisal.

4 A Yes, it was.

5 Q The mobile home park -- the mobile
6 homes --

7 A Well, the land where that's at.

8 Q Yeah, the --

9 A Yeah.

10 Q -- land, but not --

11 A Yeah.

12 Q -- the buildings.

13 A No. But the land, that -- that -- I
14 worked there to -- to have that land. And what --
15 what has that got to do with the mobile home park?

16 Q It's part of the mobile home park.

17 A It's part of one mobile home.

18 Q So do you agree or not agree that the
19 appraised value of the mobile home park is 950,000
20 dollars?

21 A That's what it says, but I don't agree
22 with it.

23 Q All right. Tell me what you do feel
24 it's worth.

25 A I'm not sure.

1 Q You don't know?

2 A No, sir.

3 Q There's a lot you don't know,
4 Mr. Baker.

5 A A lot I do know too, sir.

6 Q Apparently, you don't. So you don't
7 have any idea what you think it's worth --

8 A No.

9 Q -- the mobile home park?

10 A No, sir.

11 Q Okay.

12 A I'm not an appraiser.

13 Q Well, you own it.

14 A But what -- what the value of it, I
15 don't know.

16 Q Well, if you don't know, how do you
17 disagree with the 950,000 dollar figure?

18 A Because I know that's outrageous. And
19 like I said, the --

20 Q How do you know that if you don't know
21 what it's worth?

22 A Well, the other thing, like I said, my
23 land is involved with that. That has nothing to
24 do with the mobile home park, not -- where the
25 mobile home park is sitting. But over there where

1 I live, that has nothing to do with that.

2 Q That's not included in the appraisal.

3 A The land is.

4 Q The land is part of the mobile home
5 park.

6 A All of that land is part of that
7 mobile home park because there's one mobile home
8 sitting on there. No, sir. That shouldn't be.

9 Q So you don't know what it's worth?

10 A No, sir.

11 Q But you don't agree it's worth 950,000
12 dollars?

13 A That's right.

14 Q Okay. Well, let me ask you this.
15 Assuming it's worth 950,000 dollars, then Carroll
16 Brown's portion would be over 300,000 dollars.
17 Correct? Thirty-two and a half percent.

18 A That's what you say.

19 Q Okay. Do you disagree with that?

20 A Yes, sir.

21 Q How do you disagree with that?

22 A Why should he be entitled to that?

23 Q I said, if he's entitled to it, his
24 share would be 300 -- over 300,000 dollars. Is
25 that correct?

1 A I -- I won't -- I won't answer that.

2 Q Why not?

3 A Because I don't -- I don't agree with
4 that.

5 Q Tell me what you don't agree with.

6 A I don't agree with what -- what --
7 what -- he's entitled to any of it.

8 Q I didn't ask you if he was entitled to
9 it. I said, assuming that he is entitled to it,
10 would it be 300-and-something thousand dollars,
11 his share of 32 and a half percent?

12 A I'd prefer not to answer that.

13 Q You have to answer the question.

14 A No.

15 Q No what?

16 A I don't agree with that.

17 Q All right. Well, tell me why you
18 don't agree with it?

19 A Like I just -- just told you, you
20 know, when it involves my land and stuff in there,
21 why should he get anything to do to my land that
22 doesn't have anything to do with the mobile home
23 park?

24 Q If he could -- if he proves a
25 partnership, he would be entitled to 32 and a half

1 percent --

2 A That's assuming --

3 Q -- of the --

4 A -- a lot of stuff --

5 Q -- appraised value?

6 A -- sir. And I'm -- I'm not going to
7 assume stuff.

8 Mr. Barth: Hold on. Hold on. Don't
9 talk over each other.

10 The Deponent: I'm sorry.

11 Mr. Barth: It's all right.

12 By Mr. Bledsoe:

13 Q If he proves a partnership, then he's
14 entitled to 32 and a half percent of the appraised
15 value of the mobile home park. Correct?

16 Mr. Barth: Object to the form of the
17 question.

18 By Mr. Bledsoe:

19 Q You have to answer it.

20 A What's the question again?

21 Q If he proves a partnership, then he's
22 entitled to 32 and a half percent of the value,
23 the appraised value of the mobile home park.
24 Correct?

25 Mr. Barth: Same objection.

1 The Deponent: If he's objecting --

2 Mr. Barth: Well, you can answer that.

3 The Deponent: Okay. No.

4 By Mr. Bledsoe:

5 Q No. No what?

6 A I don't -- I don't -- I don't think
7 he's entitled to 32 and a half percent --

8 Q Why?

9 A -- of the -- of that appraised value?

10 Q Why?

11 A The same thing I just told you.

12 Q Now, tell me again.

13 A That I don't see how he can gain
14 ownership by being a manager.

15 Q We're contending he was a partner. If
16 he's a partner -- and I'm not asking you to a
17 agree that he is, but if he is a partner, then
18 he's entitled to 32 and a half percent of the
19 value of the mobile home park. Correct?

20 A But he's not a partner, sir.

21 Q If he is, then he would be. Correct?

22 A I don't agree.

23 Q Okay. He would also be entitled to 32
24 and a half percent of the profits since August of
25 2020 and the rental income and other profits from

1 the mobile home park. Correct?

2 A I disagree with that too.

3 Q You disagree with a lot, don't you?

4 A Well, I've got to stand my ground,
5 sir.

6 Q Uh-huh. But you don't know what
7 you're talking about --

8 A I --

9 Q -- half the time, do you?

10 Mr. Barth: I object to the form of
11 the question.

12 The Deponent: I appreciate that.

13 By Mr. Bledsoe:

14 Q You don't know what the mobile home is
15 worth -- the mobile home park is worth, do you?
16 That's what you've already said. You don't know
17 how much he owes you and you can't figure it --
18 tell me how you figured it. Correct?

19 A What's your question?

20 Q You know my question, Mr. Baker.
21 Answer it.

22 A I'm answering it. Can you tell me
23 again? That's what I'm saying, you're -- you're
24 shooting a lot of stuff at me at one time, sir.
25 I'm trying to do the best I can, but you -- I want

1 to make --

2 Q You told me --

3 A -- I understand what you're asking.

4 Q All right. You told me you don't know
5 what the mobile home park is worth. Correct?

6 A Right.

7 Q All right. You told me you don't know
8 exactly how you came up with the 100,000 dollars
9 or that ballpark figure. Correct?

10 A Correct.

11 Q All right. Who does know the answer
12 to those questions?

13 A Kevin Swaney will know. If he doesn't
14 have it right now, he -- he will know. It's in
15 the process of working and stuff. A lot of stuff
16 happened in these years, sir. And you -- it's
17 taking us time to figure it out.

18 Mr. Bledsoe: Kevin, let me ask you
19 this --

20 Mr. Barth: Uh-huh.

21 Mr. Bledsoe: -- will you provide me
22 with those contractor receipts and --

23 Mr. Barth: Yes.

24 Mr. Bledsoe: -- without me
25 subpoenaing them? Okay.

1 Mr. Barth: Yes.

2 Mr. Bledsoe: And the receipts from
3 the tenants?

4 Mr. Barth: Yes.

5 Mr. Bledsoe: All right. Okay. Okay.

6 By Mr. Bledsoe:

7 Q How many mobile homes were there when
8 you started -- when this mobile -- Humpty Dumpty
9 Mobile Home Park was started?

10 A When we started from the beginning?

11 Q Uh-huh.

12 A One and then we bought one, two and
13 then on down the line.

14 Q How many did you end up with?

15 A Twenty-five, I believe. It's 24 or
16 25.

17 Q And Carroll Brown was responsible for
18 the purchasing of those mobile homes. Correct?
19 You paid for them, but he purchased them.
20 Correct?

21 A Most of the time, yeah. I -- a lot of
22 times, I went out and looked at them myself too.
23 Quite a few of them I -- I -- I -- I helped out
24 with that.

25 Q All right. Carroll Brown had them

1 moved, set them up, repaired them, renovated them
2 and maintained them. Correct?

3 A And I wrote checks for all of that --

4 Q Yeah.

5 A -- for moving -- moving --

6 Q You paid --

7 A Yeah.

8 Q -- you paid for them?

9 A Uh-huh. Yes, sir.

10 Q The agreement was you provided
11 financing and he'd provide the labor?

12 A That's it.

13 Q Correct?

14 A Uh-huh.

15 Q Okay.

16 A His labor.

17 Q Yes, his labor.

18 A Uh-huh.

19 Q All right. So essentially, Carroll
20 Brown set up the mobile home park?

21 A Yes, sir.

22 Q Okay. All right.

23 A Along with the contractors he hired to
24 -- to do it. You know, help --

25 Q Right. But it was mostly his labor?

1 A I think so. Yes, sir.

2 Q Okay.

3 A But all the infrastructure, we worked
4 together on that.

5 Q Now, you have claimed in your
6 counterclaim that Carroll Brown breached his duty
7 as an agent. What actions or inactions did he
8 perform or not perform that caused a breach of his
9 duty?

10 A Not maintaining the mobile homes.

11 Q Not maintaining the mobile homes?

12 A That's right, sir.

13 Q All right. Anything else?

14 A The lost rents, the difference in the
15 rent figures.

16 Q Which you claim tenants told you they
17 were paying him more than he was advising you?

18 A Right.

19 Q All right.

20 A And the receipts to back that up.

21 Q And Kevin Swaney has those receipts?

22 A Yes, sir.

23 Q And he has the names of the tenants?

24 A Yes, sir.

25 Q Okay. All right. What breach of

1 fiduciary duty did Carroll Brown do?

2 A Could go back to the same thing that
3 he didn't -- he didn't take care of them like we
4 agreed. He didn't maintain them like we agreed.
5 He did -- you know, didn't do the managing part
6 right, you know, to keep them -- to keep -- to
7 keep the park running smooth and stuff like that.
8 I think he -- he worked -- should have worked
9 harder to get people back in there.

10 Q How?

11 A His -- his park stayed fuller than
12 mine, how about that?

13 Q How many mobile homes did he have?

14 A I don't know.

15 Q You don't know?

16 A No, sir.

17 Q How do you know it stayed fuller than
18 yours?

19 A Carroll would tell me that sometimes.

20 Q Carroll told you that?

21 A Yeah. Uh-huh.

22 Q When did he tell you that?

23 A When -- when we're talking about it.

24 Q Talking about --

25 A And he --

1 Q -- what?

2 A About -- I said, wonder how -- wonder
3 how we're going to get these things up? He said,
4 I don't know, mine -- mine stay pretty good. And
5 I said -- and then he said -- I think we talked
6 about that it was probably the clientele we had in
7 there. The people in there were hit and miss and
8 they'd be there a few months and leave or wouldn't
9 pay their rents and stuff like that.

10 Q Okay. When tenants didn't pay their
11 rents, what did Carroll Brown do?

12 A He would terminate them and then he
13 would have to do paperwork to get them out of
14 there.

15 Q An eviction?

16 A That's right.

17 Q And that costs money?

18 A Yes, sir.

19 Q Okay.

20 A That came out of the maintenance fee.

21 Q All right. And at times because the
22 maintenance fee percentage was not enough, he was
23 having to take the money out of late fees and
24 things like that to pay for those expenses.

25 Correct?

1 A No, sir. I never heard of that.

2 Q You never heard of that?

3 A Not until this -- not until this was

4 filed.

5 Q Okay.

6 A I never heard of that.

7 Q Did you ever question him about it?

8 A I didn't have a reason to.

9 Q Okay. You claim that he is guilty of

10 conversion. What did he convert?

11 A Explain that to me, please.

12 Q Well, it's your action. You claim he

13 com--- he committed conversion. What did he

14 convert?

15 A I'm not sure how to answer that.

16 Q Okay. All right. Now, you also claim

17 that he breached his fiduciary duty as a partner.

18 You claim that in your paperwork. Correct?

19 A As a partner?

20 Q As a partner. That's in your

21 paperwork.

22 A Huh? No, he's not a partner. Never

23 has been.

24 Q Well, you claim that.

25 Mr. Barth: Object to the form of the

1 question.

2 By Mr. Bledsoe:

3 Q In your counterclaim, you claimed he
4 breached his fiduciary duty as a partner. Do you
5 deny that?

6 A I don't remember that.

7 Q All right. All right. This is a card
8 -- well, let me show it to you. Do you recognize
9 that?

10 A Yes, sir.

11 Q What is it?

12 A That's my son-in-law and my daughter's
13 business.

14 Q Dream Home Properties?

15 A Yes, sir.

16 Mr. Bledsoe: Here you go.

17 Mr. Barth: Thanks.

18 By Mr. Bledsoe:

19 Q When was that business created?

20 A Sir, you're asking me questions I have
21 no idea.

22 Q You don't --

23 A How -- how do I know when it is
24 created?

25 Q Was it created at the time that he

1 took over the --

2 A Oh, no, sir.

3 Q -- mobile home parking lot?

4 A No. No, sir.

5 Q It was created before then?

6 A Yes, sir.

7 Q Okay.

8 A Those -- those questions I can answer.

9 Yes.

10 Q Okay. What business did Mr. Swaney
11 have before he took over Humpty Dumpty Mobile Home
12 Park?

13 A He has quite a few mobile -- home --
14 regular homes. He doesn't have any mobile homes.
15 He had quite a few homes like I was just telling
16 you earlier.

17 Q Did he rent them or sell them?

18 A Rents them.

19 Q He rented them?

20 A And they're in Lee County and Kershaw
21 County.

22 Q And that's this Dream Home Properties,
23 L.L.C.?

24 A That's right. Uh-huh.

25 Q All right. And after you and Carroll

1 Brown terminated your relationship, you turned
2 over the operation of the Humpty Dumpty Mobile
3 Home Park to Kevin Swaney under this business,
4 Dream Home Properties. Is that correct?

5 A Yes, sir.

6 Q Okay.

7 Mr. Bledsoe: All right. Let me let
8 him mark that. That's plaintiff's 2, Kevin.

9 Mr. Barth: Okay.

10 (Plaintiff's exhibit number 2
11 marked for identification.)

12 By Mr. Bledsoe:

13 Q Do you have any involvement in the
14 mobile home park now?

15 A No, sir.

16 Q All right.

17 A None at all.

18 Q So the only thing you've done since
19 August of 2020 is receive 2,500 dollars in profits
20 from the business?

21 A Yes, sir.

22 Q How much has Kevin Swaney received?

23 A I'm not sure. He owns all of that.
24 He pays all the bills. He gets the rents in. He
25 does it all.

1 Q Okay. All right. Are you and he
2 partners, you and Kevin Swaney?

3 A No, sir.

4 Q Okay. So you don't have any interest
5 in it now except --

6 A I -- I still own it, but he's managing
7 it.

8 Q All right. All right.

9 A And he's going -- be sold one day to
10 him.

11 Q To him. All right. All right. As
12 part of Carroll Brown's labor, he made sure the
13 taxes were paid each year?

14 A Uh-huh. Yes, sir.

15 Q And he paid Foremost Insurance
16 Companies for the insurance on the property --

17 A Yes, sir.

18 Q -- the mobile homes?

19 A Uh-huh.

20 Q Okay. All right. All right. And up
21 until a short time before the relationship was
22 terminated, he was maintaining the mobile home
23 park. Correct?

24 A That's right.

25 Q All right.

1 A That's right.

2 Q And at some point, it's your
3 contention that he failed in properly maintaining
4 the mobile home park?

5 A Yes, sir.

6 Q All right. And you discovered that
7 about a year before July of 2020?

8 A I would think so. Yes, sir.

9 Q All right. All right. And tell me
10 again how you discovered that.

11 A I had -- had a guy wanting to rent one
12 of the mobile homes.

13 Q Was that Vernon Wilson?

14 A That's right.

15 Q Okay.

16 A And I told him to go talk to Carroll
17 and they'd show him. And I -- I'm not sure if him
18 or his wife or both of them went. I'm not sure
19 which.

20 Q Uh-huh.

21 A But that's when he told me. He was
22 nice about it. He said, they -- he said, he
23 looked at a couple of them. He said that he -- he
24 didn't want to live in anything like that.

25 Q Okay.

1 A And he went to another -- our
2 competitor.

3 Q Okay. All right.

4 Mr. Bledsoe: Let's go off the record
5 a minute.

6 (Off the record.)

7 By Mr. Bledsoe:

8 Q Mr. Baker, going back to the backhoe
9 situation, whatever happened to the backhoe?

10 A When we -- we got all the mobile homes
11 in the park we were going to have -- and I worked
12 for the same company I -- I bought -- I bought it
13 through, Abilene Machine and they called me and
14 said, well, were you -- are you still using the
15 backhoe? I said, no, sir. He said, we'd like to
16 buy it back. And that was the agreement when I
17 bought it, you know, if I ever decided to sell it,
18 they get first right of refusal.

19 Q Okay.

20 A He said we'd like to buy it back. And
21 I said, no -- no problem. And I explained that to
22 Carroll that I -- I work for these people. I
23 can't tell them no. And it was good. I mean,
24 they -- they let me have what I paid for it, you
25 know. So -- you know, so that -- so, you know,

1 that -- that worked out good. We got to use it
2 for all those years.

3 Q How much did you sell it for?

4 A I think 3,500, I believe.

5 Q Okay. Would you feel that Carroll
6 Brown is entitled to 32 and a half percent of
7 that?

8 A No, sir.

9 Q Why not?

10 A Because it was never part of the park.
11 It was -- it was -- it was my personal backhoe.

12 Q Wasn't it used in the park?

13 A Yes, sir.

14 Q It helped with the mobile homes --

15 A Yes, sir.

16 Q -- to maintain them?

17 A Uh-huh.

18 Q So wouldn't it have been part of the
19 mobile home property?

20 A No, sir.

21 Q Why not?

22 A Because it was my personal -- my
23 personal backhoe.

24 Q What made it --

25 A Because --

1 Q What made it your personal backhoe?

2 A I bought it. The company didn't buy
3 it. I bought it. I said, Marion -- Marion
4 Baker --

5 Q You bought everything in the mobile
6 home park?

7 A Yeah, but I bought that as Marion
8 Baker, though. Didn't have anything to do with
9 that.

10 Q Okay. Was there a land deal between
11 you and Carroll Brown at one time?

12 A Yes, sir. Uh-huh.

13 Q Explain that to me.

14 A We were going to sell some lots. I
15 had some lots available. I said --

16 Q Uh-huh.

17 A -- I might sell them. And I came to
18 him and I said, would you be interested -- I said,
19 most of the time real estate people charge 10
20 percent. Would you be interested in handling that
21 for me because I -- I'm not hands on? Just like
22 with the mobile home park, I wasn't hands on. I
23 said, you'd be interested in taking, you know,
24 from the start to the finish for 10 percent? He
25 said, yes, sir, I'd be glad to do that. So -- so

1 he did it and -- and it worked good. And the
2 thing with the land -- that farmland, we were
3 selling lots. We weren't selling land. This 125
4 acres, we -- we never talked about that. We were
5 selling lots.

6 Q At one point, did you sell some of the
7 land without paying Carroll Brown his 10 percent?

8 A I said every lot we sold -- no, sir,
9 every lot we sold, I paid him 10 percent.

10 Q So, you never sold any other land
11 without --

12 A I -- I sold a farm, but it wasn't a
13 lot. It was 125 acres. That's what I was just
14 talking about. And that -- that wasn't the deal
15 there. That didn't ever never cross my mind. And
16 come to find out later that he was very upset with
17 me about that. He -- he never told me that until
18 I saw the -- the suit. The first I heard --
19 that's the first I heard about the backhoe.

20 Q Wouldn't you think he was entitled to
21 10 percent of the sale of the farmland?

22 A No. No, sir.

23 Q Why not?

24 A Because we -- we -- we talked about
25 lots. We talked about a acre or -- one or two

1 acre lots. This is 125 acres. It had nothing to
2 do with that. I -- I handled all of that.

3 Q Okay.

4 A He -- he didn't --

5 Q All right.

6 A -- touch that.

7 Q All right.

8 A I did it all myself.

9 Q All right. I want to go back because
10 you've been very vague about the damages. You
11 talked about the rental income.

12 A Uh-huh.

13 Q Correct?

14 A Uh-huh.

15 Q And that you discovered -- you -- you
16 contend that Carroll Brown was collecting more in
17 rent from the tenants than he was turning over to
18 you?

19 A Yes, sir.

20 Q Correct?

21 A Yes, sir.

22 Q How much was that? How much do you
23 claim was --

24 A We -- we -- we talked about that
25 earlier. I -- I don't know.

1 Q You don't know?

2 A No, sir.

3 Q Does Kevin -- Kevin Swinney -- Swaney
4 know?

5 A He -- we could probably get that
6 figure. We could work on it and get it, yeah.

7 Q All right. Then you said the pet
8 deposits?

9 A Uh-huh.

10 Q And you don't know how many there
11 were?

12 A No, sir.

13 Q How much was he getting or receiving
14 for the pet deposits?

15 A I don't remember to be honest with
16 you. It was 50, maybe 75 -- maybe 100 dollars. I
17 don't know.

18 Q Okay. Then there were the security
19 deposits?

20 A Uh-huh.

21 Q All right.

22 Mr. Barth: You have to say yes or no,
23 Marion.

24 The Deponent: Yes, sir.

25 Mr. Bledsoe: Yeah.

1 Mr. Barth: Thank you.

2 By Mr. Bledsoe:

3 Q All right. Tell me about the security
4 -- what you claim about the security deposits.

5 A That the security deposit was -- was
6 paid, but then when the people moved out, if they
7 left the place clean, they got the deposit back.
8 But if they didn't leave it clean, Carroll will go
9 in and clean it up. But it would -- you know, if
10 the security deposit was 450 dollars, it don't
11 take 450 dollars to clean it up and he admitted
12 that. And a few times, I'd get a little bit of it
13 back. But I'd mention it and he said, a little
14 bit more than it was. So after a while, I stopped
15 getting any security deposits back. Never getting
16 any of that. And I -- and that -- that should
17 have been part of my -- my -- my 42 and a half
18 percent.

19 Q And how much do you say that is?

20 A I have no idea.

21 Q You don't know?

22 A I'll -- I'll -- I'll work on it and
23 get a number, though.

24 Q Okay. All right. Rental incomes,
25 security deposits, pet deposits. Anything else?

1 A The -- the shape of the -- the
2 repairs --

3 Q What damages --

4 A -- to the -- yeah.

5 Q -- to the --

6 A That's right.

7 Q You claim the damages to the mobile
8 home that had to be repaired?

9 A Right.

10 Q Mobiles homes --

11 A Right.

12 Q -- had to be repaired? Okay.

13 A Yes, sir.

14 Q Anything else?

15 A Mobile home axles. I've --

16 Q Who?

17 A Mobile home axles.

18 Q Axles?

19 A Yeah. When they bring them in,
20 they're on an axle.

21 Q Yeah.

22 A And I confronted Carroll about this
23 one day and I said -- I said, well, I've got a
24 fellow that wants to buy some of these axles. I
25 said, you go -- he said, I've one or two at my

1 house. He said, but I've loaned a bunch of them
2 out. He said, I probably need to get them back
3 together. And I said, they -- they were kind of
4 mine, you know or the -- or the park -- the park
5 or something and everything. And -- and I think
6 he -- I think he said he had a few, but never --
7 never -- ever since -- because when we put them in
8 the park, we remove the axles. So where are --
9 where are all -- those axles go?

10 Q How much are they worth?

11 A I'm not sure.

12 Q Okay. All right. All right. And
13 again, these figures that you're unsure of from
14 the rental income, the pet deposits, security
15 deposits, mobile home axles, you would not be
16 entitled to 100 percent of that. Correct?

17 A No, sir.

18 Q All right.

19 A Well, the repairs, like I said, I
20 thought I should be.

21 Q The repairs?

22 A Yes, sir.

23 Q Okay. The contractor --

24 A Right.

25 Q And you have receipt -- or Kevin

1 Swaney has receipts for that. Okay. Let me ask
2 you this Mr. Baker. You seem to have some
3 significant memory problems. Are you under a
4 doctor's care for memory loss?

5 A No, sir.

6 Q Who is your family doctor?

7 A Dr. Whaley.

8 Q Dr. Whaley?

9 A Uh-huh. In Sumter.

10 Q In Sumter?

11 A Uh-huh.

12 Q What's his full name?

13 A David Whaley.

14 Q David Whaley. Any --

15 A Colonial Family Practice.

16 Court Reporter: I'm sorry?

17 The Deponent: Colonial family

18 Practice.

19 By Mr. Bledsoe:

20 Q Is that W-H --

21 A A-L --

22 Q A --

23 A -- E-Y.

24 Q -- L-E-Y?

25 A Uh-huh. Yes, sir.

1 Q In Sumter?

2 A Uh-huh.

3 Q Are you taking any kind of medicine
4 for memory loss?

5 A No, sir.

6 Q Okay. All right.

7 A Now, I go to a doctor once a year to
8 have it checked to make sure. But I was there
9 probably two weeks ago and he said it looks good.

10 Q Said what looks good?

11 A My -- the -- the -- my mother had
12 Alzheimer's.

13 Q Uh-huh.

14 A And just precautionary. And --

15 Q Okay. You've not been diagnosed
16 with --

17 A No, sir.

18 Q -- Alzheimer's?

19 A No, sir.

20 Q Okay.

21 A That -- that's what we check it out
22 for.

23 Q Okay. All right.

24 A And they check it once a year.

25 Q Do you have any health problems?

1 A Oh, yes, sir.

2 Q What kind of problems do you have?

3 A I'm a diabetic.

4 Q Take insulin?

5 A No, sir.

6 Q No. Okay.

7 A I have heart problems.

8 Q Have you had heart surgery?

9 A Yes, sir.

10 Q Quad--- a by -- bypass?

11 A Quadruple.

12 Q Quadruple.

13 A Twenty-two years ago.

14 Q Wow. Okay. Vernon Wilson, did you

15 have a relationship with him?

16 A He -- he -- he works for the same

17 company I work for.

18 Q Does he work for you?

19 A No, sir. I'm -- I'm -- I'm an

20 employee.

21 Q What's the name of the company?

22 A Abilene Machine.

23 Q Abilene --

24 A Machine.

25 Q -- Machine?

1 A Yes, sir.

2 Q And where is that located?

3 A We're in Bishopville, but their home
4 office is in Abilene, Kansas.

5 Q Oh, okay. All right. And Vernon
6 Wilson works there also?

7 A Yes, sir.

8 Q All right. But he does not work for
9 you?

10 A No, I --

11 Q Does he work --

12 A I'm an employee.

13 Q All right.

14 A I mean, I'm not a manager or anything.
15 I'm -- I -- I'm over sales.

16 Q All right.

17 A We're actually in two different
18 locations.

19 Q Oh, okay. So what exactly did Vernon
20 Wilson tell you?

21 A He just said that he went -- he went
22 and looked at a couple of them and he said, they
23 -- they were in pretty bad shape. He said, he
24 didn't want -- he didn't want to live in anything
25 like that.

1 Q So he looked in the Humpty Dumpty
2 Mobile Home Park --

3 A That's right. Uh-huh.

4 Q -- at a couple of mobile homes?

5 A Uh-huh.

6 Q Did he -- did -- did he have contact
7 with Carroll Baker -- I mean, Carroll Brown about
8 looking at those mobile homes?

9 A I reckon. I -- I give him Carroll's
10 number and that's the last I heard of it. I --

11 Q But you don't know if he did or not?

12 A I'm not -- I'm not sure who showed --
13 who showed it to him, no.

14 Q Okay. Okay.

15 A I'm not even sure if -- if he -- if
16 Carroll or he went saw -- someone else had them
17 there or what. I don't know.

18 Q Okay. And again, this timeframe was
19 about a year before the business --

20 A Ballpark.

21 Q -- was dissolved?

22 A Yes, sir.

23 Q Ballpark?

24 A Yes, sir.

25 Q Okay. All right. All right. Okay.

1 All right. Let's step outside. We'll take a
2 break.

3 (Whereupon, a break was taken
4 from the proceedings.)

5 By Mr. Bledsoe:

6 Q Mr. Baker, did you own a business that
7 you sold to Abilene Machine?

8 A Yes, sir.

9 Q And what was the name of the business?

10 A Baker Salvage.

11 Q All right.

12 A And Carroll -- Carroll worked for me
13 then part time.

14 Q All right. And Vernon Wilson did
15 too --

16 A Yes, sir.

17 Q All right. So why did you avoid that
18 when I asked you a while ago?

19 A Yes, he worked for me. I mean, one
20 time like 17 years ago he did.

21 Q Well, I asked you if he worked for
22 you.

23 A I apologize.

24 Q Okay. So you're not --

25 A I'm trying --

1 Q -- truthful --

2 A I wasn't --

3 Q -- were you?

4 A -- No, I wasn't trying to hide it,
5 sir. Just he don't work for me. Like I say, I'm
6 not -- a lot of people assume that I'm a boss at
7 Abilene Machine. I'm not.

8 Q That was not my question, Mr. Baker.
9 My question was, did he work for you?

10 A I'll apologize and say I didn't
11 understand the question, but I wasn't trying to
12 hide -- hide nothing. I mean, everybody knows
13 that Vernon Wilson worked for me. He was the
14 actually the second man I ever hired.

15 Q Okay. All right.

16 A I'm proud of that. I'm not ashamed of
17 it.

18 Q All right. Now, this land deal,
19 there's a sign that says lots/land for sale. So
20 were you selling lots and land. Correct?

21 A That's -- if that's what the sign
22 says, I guess it did, but I never noticed it.

23 Mr. Barth: Are you talk -- you're
24 talking about the big tract he was --

25 Mr. Bledsoe: Yeah.

1 Mr. Barth: -- testifying about
2 earlier?

3 Mr. Bledsoe: Yeah.

4 Mr. Barth: Okay. Thank you.

5 By Mr. Bledsoe:

6 Q Yeah. There's a sign that says
7 lots/land for sale --

8 A Uh-huh.

9 Q -- by owner.

10 A Uh-huh.

11 Q And then that land would have been
12 encompassed in your agreement with Carroll Brown.
13 Correct?

14 A Me and him only talked about lots.

15 Q You never talked --

16 A One -- one to two --

17 Q -- about the land?

18 A -- acre lots. Yeah.

19 Q Is that right?

20 A That's right.

21 Q You never talked -- that's --
22 that's --

23 A Yes, sir.

24 Q -- your story?

25 A Yes, sir.

1 Q Okay.

2 A We -- like I say, I -- if -- if I got
3 him involved in this farm thing, I could
4 understand that. But he -- I didn't hide it. You
5 know, the farmer came me and said he was
6 interested in buying the land. And I told him how
7 much and we talked about it. I talked to Carroll
8 about it. I told Carroll about how much I got for
9 an acre --

10 Q Uh-huh.

11 A -- and all of that stuff. I wasn't
12 trying to hide it because that wasn't the deal.
13 That wasn't the agreement at all.

14 Q Okay.

15 A I wasn't -- if I -- if I had of been,
16 I would have hid it from him. But I -- I told him
17 right in front -- I said, well, I sold some of the
18 farm to Johnny Howser the other day. And that was
19 the conversation, you know. He didn't say a word.
20 I said, I never heard any word about any of this
21 until the -- the thing was filed against me. The
22 first I heard about it. I was blindsided.

23 Mr. Bledsoe: Anything else? Okay.

24 All right. I'm done.

25

E X A M I N A T I O N

1 By Mr. Barth:

2 Q Marion, I have a couple of questions
3 for you.

4 A Okay.

5 Q You were asked earlier about your
6 pleadings alleging that you and Mr. Brown are
7 partners. Okay. How about take a look at page
8 four of your answer and counterclaim, says breach
9 of fiduciary duty as a partner. Do you see that?

10 A Uh-huh.

11 Q All right. You've got to say yes or
12 no.

13 A Yes.

14 Q All right.

15 A Uh-huh.

16 Q Now, paragraph 31, read that out loud,
17 please.

18 A To the extent plaintiff and Baker are
19 partners in a partnership, which is denied. Baker
20 owned a fiduciary duty to Baker to --

21 Q That's good. It says partnership,
22 which is denied?

23 A Yes, sir.

24 Q You also alleged in your twelfth
25 defense and sixth counterclaim for a partnership

1 accounting and that says the same thing. To the
2 extent a partnership existed, which is --

3 A Denied.

4 Q -- denied?

5 A Yeah.

6 Q Okay. You -- have you ever admitted
7 in any kind of pleading that you're aware of that
8 you and Carroll were partners?

9 A No.

10 Q All right. Now, when Mr. Bledsoe was
11 asking you about some of the ways you believe
12 you've been damaged when Mr. Brown would collect
13 late fees --

14 A Yes, sir.

15 Q -- or pay the rent late --

16 A Yeah, like that.

17 Q All right. The con--- did the
18 contract or lease agreement call for late fees?

19 A Yes, sir.

20 Q All right. And could you tell whether
21 or not Carroll was collecting those fees?

22 A I asked Carroll about those collect
23 fees one time and he said, most the time, I don't
24 charge it. I try to give people a break to --
25 because, you know, they're trying to get by and

1 everything. He said, sometimes I may charge them
2 five dollars or ten dollars a day or something
3 like that. But he said he hardly ever charged
4 late fees.

5 Q Do you know if that's true?

6 A I found out that -- I saw -- I got --
7 I got people that'll say that -- that they -- they
8 were charged healthy.

9 Q To your knowledge, were you ever paid
10 anything as -- on the late fees that Carroll --

11 A Not --

12 Q -- collected?

13 A Not one dollar.

14 Q Okay. Now, you were asked also about
15 -- about breach of fiduciary duty and what did he
16 do to -- that you believe would be a breach. When
17 you hired him as your manager and turned the
18 operation of the mobile home over to him, did you
19 and he ever discuss him commingling his personal
20 money with the --

21 A No.

22 Q -- business money?

23 A No, sir.

24 Q Did you expect that to happen?

25 A No, sir.

1 Q Do you know why his daughter would be
2 on the account that the business money was going
3 into and --

4 A Never --

5 Q -- out of?

6 A No. That was never discussed at all.

7 Q And that's part of what you think
8 you've lost?

9 A Yes, sir. Late fees you're talking
10 about?

11 Q Late fees and then the money they
12 commingled where Carroll Brown --

13 A I gotcha.

14 Q -- was talking about paying personal
15 expenses out of the --

16 A Right.

17 Q -- business --

18 A Right. I gotcha.

19 Q Out of the business account. And that
20 is also an element of your damages, is it not?

21 A Yes, sir. Yes, sir.

22 Q Okay. Were you able to determine from
23 the records they've provided what personal
24 expenses would have been paid with Humpty Dumpty's
25 money?

1 A No, sir.

2 Q Okay. And --

3 A Not yet.

4 Q Not yet. You're in the process of --

5 A Right.

6 Q -- trying to do that?

7 A Yes, sir.

8 Q Now, if I rent a mobile home at Humpty

9 Dumpty, on the first month I owe you a month's

10 rent. Right?

11 A Right.

12 Q And you tell me whatever it is -- 500

13 dollars a month.

14 A Right.

15 Q Okay. If I only stayed two weeks --

16 A Uh-huh.

17 Q -- do I get any of my money back? Was

18 the rent pro-rated sometimes?

19 A Should have been. Yes, sir.

20 Q All right.

21 A From my understanding.

22 Q Do you know if that happened in any --

23 A I never -- I never saw it on any of my

24 -- my paperwork I got on the spreadsheets.

25 Q Okay. Did you ever -- strike that.

1 There were a number of entries on the spreadsheets
2 we saw at Mr. Brown's deposition. I think it said
3 E and I take it to mean that the mobile home was
4 empty --

5 A Yes.

6 Q -- for that month?

7 A That's right. Yes, sir.

8 Q Do you know whether he charged --
9 whether he would have charged any partial rent or
10 not for those that he said were empty?

11 A I never did see any --

12 Q Okay.

13 A -- things like that. Should have
14 been, but I never -- never saw it.

15 Q Okay. Now, let me ask you this. When
16 he was working for you at the mobile home park,
17 tell me about the issue with mobile home titles
18 that ended up in Mr. Brown's name instead of
19 yours.

20 A Uh-huh.

21 Q How did that come about?

22 A We -- we were trying to get everything
23 transferred back over when Kevin was going to take
24 over. And I -- we needed a copy of the titles to
25 -- to make sure we had the right lot numbers and

1 all of that stuff, paying the right taxes. And we
2 -- I went to the D.M.V. and I can't remember the
3 exact number, but there was -- out of 24 or 25
4 titles -- 24 titles, I think there was only seven
5 in my name. And --

6 Q Who -- who was the rest of them?

7 A Some of them were in Carroll's. Quite
8 of a few of them were in Carroll's. And quite a
9 few of them weren't even -- they were still open.
10 They had never been transferred and -- and
11 everything. So I got -- finally got some of those
12 and had them transferred. And I called Carroll
13 about those other ones and Carroll said, no,
14 because of Green Tree, he had to put them in his
15 name. But I never knew that. I didn't know that.
16 I was never -- that was never discussed with me
17 until that day.

18 Q Were they supposed to be mobile homes
19 for the Humpty Dumpty Mobile Home Park?

20 A Yes, sir. They were all for that.
21 They were all supposed to be in my name.

22 Q And did Carroll ever tell you why he
23 wouldn't transfer them into your name?

24 A He said that when I called him when
25 all of this is -- started to heat up, I called him

1 and I said, I'm missing seven titles.

2 Q Okay.

3 A On the -- we we're talking on the
4 phone. He said, yeah, I put those in my name
5 because of Green Tree. I said, well, I need to
6 get those back. He said, no, I think I'll keep
7 them as my leverage.

8 Q Who paid for them?

9 A I did.

10 Q All right. Now, what -- you had a
11 piece of property that had four mobile homes in a
12 row?

13 A Yes.

14 Q Is that right?

15 A Uh-huh.

16 Q All right. Who -- that was your land?

17 A Yes, sir.

18 Q All right. What happened to those
19 mobile homes?

20 A There was one of those that was mine
21 and three was Carroll's. He was collecting rent
22 on it and they were -- they were his mobile homes.

23 Q They were his separately?

24 A That's right. Yeah.

25 Q All right.

1 A Now, he and I kind of worked out a
2 deal on the lot rent. I didn't charge rent and he
3 cut my grass and stuff like that, so never nothing
4 there. But he -- he had three of them. And when
5 all of this started dissolving, we started talking
6 about that he probably needed to get them off --
7 off the property. And -- but my lawyer wrote -- I
8 think Mr. Bledsoe saying that we wanted to be
9 there when those mobile homes were moved because
10 we wanted to make sure everything gets taken care
11 of and not -- not damaged. And that was -- that
12 was in writing. We were -- we were assured that
13 we were let know a day or two ahead of time.
14 Well, some trucks rolled in there, broke pipes,
15 broke the -- cut the power boxes and made a mess
16 of that place. They made sure to get all the
17 blocks though, which were a part of my blocks and
18 everything. But they made sure to get all of that
19 and left it in bad shape. They ripped the -- the
20 pipe -- pipes out of the ground. They didn't
21 unhook, just took off with them. They were
22 getting out of there, trying to get out of there.
23 And we didn't get not one notice. I had to ride
24 by there probably about an hour afterwards and it
25 was -- it was a mess.

1 Q Have you had to spend any money to, I
2 guess, correct any of that stuff or is it -- are
3 they still empty lots?

4 A They're -- they're still empty lots --
5 still empty lots. We wanted to -- until this is
6 resolved, I wanted it to be my proof.

7 Q Okay.

8 Mr. Barth: Bear with me about two
9 seconds, guys. I can't talk to you, but I want to
10 go -- I want to go look at my notes.

11 The Deponent: Yeah.

12 Mr. Barth: Okay. Off the record for
13 just a minute.

14 (Off the record.)

15 By Mr. Barth:

16 Q I just have a -- I -- I just have a
17 couple of more questions for you. Mr. Bledsoe
18 asked you about some insurance money and you split
19 it 50/50 with Carroll Brown --

20 A Yes, sir.

21 Q -- I guess after --

22 A After expenses.

23 Q -- after the expenses. Why would you
24 -- why did you feel like he was entitled to any of
25 that money and why -- why did he tell you he felt

1 like --

2 A Well --

3 Q -- he was entitled to the money?

4 A I don't know. Well, I think he said
5 and I -- I agreed, I said, trying to -- I thought
6 he was a good friend. Thought -- and I thought he
7 was a good manager. So I always like -- you know,
8 do it like that. And he said, you know, because
9 that -- that would -- we start with our profit
10 then and everything. He said, you know, he did
11 the work and saved that much money over the
12 insurance company. So that made sense to me. And
13 I did it.

14 Q Okay. Why not do it on the
15 percentages of the mobile home park?

16 A I'm not sure.

17 Q Okay.

18 A Hindsight.

19 Q All right. Now, Mr. Bledsoe also
20 asked you -- showed you the Facebook page.

21 A Yes, sir.

22 Q Explain to me what you meant the
23 comment you made where -- where you were looking
24 at exhibit number 1. Look at it. Tell us what
25 you said and --

1 A Just that --

2 Q -- tell me what you --

3 A -- at --

4 Q -- meant.

5 A -- at this time, I thought we had the

6 best relationship, business relationship of

7 anything that could be. He was the manager. I

8 was the owner. And I felt it was working good. I

9 did not know it wasn't working good. And I -- I

10 said, amen. I'm proud to call him a great friend

11 as well as a business partner, second to none.

12 But not -- not a partner in like he had a partner

13 in this -- in this thing. It's just that he was

14 the manager.

15 Q Did you --

16 A It's always been that way.

17 Q Did you mean partner in the legal --

18 Mr. Bledsoe: Objection.

19 By Mr. Barth:

20 Q -- term?

21 A No, sir.

22 Mr. Bledsoe: Objection.

23 The Deponent: No, sir. I meant

24 partner as in -- in a friend, somebody that works

25 in business together. We -- we worked together in

1 a -- in a 25 mobile home park. That's -- that's
2 -- that's pretty close there, that we worked
3 together on -- on this stuff.

4 By Mr. Barth:

5 Q Well, who handled the books for the
6 mobile home park while it was running, Carroll?

7 A Yes, sir.

8 Q All right. Did he ever provide you
9 with any information to use in a partnership tax
10 return?

11 A No, sir.

12 Q Was there ever one filed to your
13 knowledge?

14 A No, sir.

15 Q Okay.

16 A What -- what we do is at the end of
17 the month by the spreadsheet, he would actually
18 take the month -- I -- actually, I get a deposit
19 book, he would take the money to NBSC -- at that
20 time, Synovus. He would take the money and
21 deposit it in my account. And --

22 Q Your part?

23 A My part. My -- my last 42.5 percent
24 of what we -- what we took in that month and put
25 it in my bank account.

1 Q All right. Did you ever check behind
2 his numbers to see if they were --

3 A No.

4 Q -- accurate?

5 A No, sir.

6 Q Why not?

7 A Trust. I thought it was working.

8 Q Now, you were asked about the
9 appraisal on the mobile home --

10 A Yes, sir.

11 Q -- park. Right?

12 A Uh-huh.

13 Q And why you disagreed --

14 A Uh-huh.

15 Q -- with the value?

16 A Uh-huh.

17 Q Yes?

18 A Yes, sir.

19 Q Okay. You -- you mentioned some land
20 and I -- I'm not sure I understand. You got the
21 mobile home park?

22 A Uh-huh.

23 Q Right?

24 A Yes, sir.

25 Q All right. And then the appraisal was

1 on 70-something acres. So --

2 A That's right.

3 Q All right.

4 A I think that's right.

5 Q How much of 70-something acres is the

6 mobile home park?

7 A Probably 20 acres maybe -- max.

8 Q Okay.

9 A Fifteen to twenty.

10 Q And who owns the rest of it?

11 A I do.

12 Q You own the other --

13 A Yes.

14 Q -- property? That would be what,

15 50 --

16 A Uh-huh.

17 Q -- 55 or 50 something --

18 A Yes, sir.

19 Q -- acres?

20 A Fifty-seven, I believe.

21 Q Was that ever part of Humpty Dumpty --

22 A Never.

23 Q -- Mobile Home Park?

24 A Never.

25 Q Was it ever designed to be?

1 A Never ever.

2 Q Okay.

3 A We had land available and we had
4 talked about if we ever extended more, I guess,
5 more land available. But we figured 25, that's
6 about as much as we wanted to contend with.

7 Q Okay. And on -- on that 55, is that
8 where the Herndon Road address and the --

9 A That's right.

10 Q -- buildings are on?

11 A Yes, sir.

12 Q Okay. You -- you don't think any of
13 that should have been included in the appraisal?

14 A No, sir.

15 Q Now, since August 20, I think, when
16 Kevin Swaney came in and took over the operation
17 of the mobile home park, have you had anything to
18 do with the financial business of the park?

19 A Not one thing.

20 Q All right. Who collects the money?

21 A Kevin.

22 Q Who pays the bills?

23 A Kevin.

24 Q All right.

25 A He does the same thing that Carroll --

1 Carroll was supposed to be doing. He pays the --
2 the property taxes, the -- the land taxes, the
3 insurance. Like I say, I have nothing to do with
4 it at all.

5 Q And the contractors that were paid to
6 repair and renovate and all of that and get the
7 park up to speed, Kevin did all of that?

8 A Yes, sir, 100 percent.

9 Q All right.

10 A I was so sick after this thing
11 happened that I didn't want anything to do with it
12 anymore. I -- I just couldn't handle it.

13 Q And you mentioned earlier, you have
14 talked about selling it to your son-in-law and
15 daughter?

16 A Yes, sir.

17 Q I mean, have you guys consummated a
18 sale?

19 A No. No, sir. I mean, we -- we've got
20 a contract.

21 Q You've got an agreement?

22 A Got an agreement.

23 Q All right. Is there a price in it?

24 A I'm trying to remember. Maybe -- oh,
25 heck.

1 Q All right. Can -- was it your
2 understanding that the lis pendens is still on the
3 property?

4 A Yes, sir.

5 Q All right. Can you consummate any
6 kind of transaction --

7 A No, sir.

8 Q -- with that in place?

9 A No, sir.

10 Q All right.

11 A It's got it all tied up. Everything's
12 halted to that.

13 Q Okay. That's the long-range
14 intention, though. Right?

15 A That's right. Well, that -- that's
16 definitely the intention, yeah.

17 Q Okay.

18 Mr. Barth: Okay. I don't have any
19 other questions. Mr. Bledsoe may have a few
20 follow ups for you, Marion.

21 FURTHER EXAMINATION

22 By Mr. Bledsoe:

23 Q Mr. Baker, you were talking about the
24 late fees and again, you mentioned that there are
25 some people who claim they've paid late fees?

- 1 A Yes, sir.
- 2 Q Who are they?
- 3 A I'm not.-- I don't have their names.
- 4 Q Who has those names?
- 5 A Kevin Swaney.
- 6 Q Okay. All right. Mr. Barth asked you
- 7 about commingling personal funds and you claim
- 8 that's an element of your damages?
- 9 A Yes, sir.
- 10 Q Correct?
- 11 A Uh-huh.
- 12 Q How much is that?
- 13 A I'm -- we're still working on that.
- 14 Q Okay. You don't know at this point --
- 15 A No, sir.
- 16 Q -- in time?
- 17 A No, sir.
- 18 Q All right. The titles to the mobile
- 19 homes initially as we discussed earlier, Carroll
- 20 Brown had to become a purchasing agent to purchase
- 21 those mobile homes from Green Tree. Correct?
- 22 A Now, I never heard of that until the
- 23 lawsuit.
- 24 Q Okay.
- 25 A First I've ever heard of that.

1 Q And the titles would have had to have
2 been put in his name because of that?

3 A That's what the lawsuit says.

4 Q Okay.

5 A Like I said, I --- I never knew
6 anything about any of that.

7 Q All right. But eventually, those
8 titles were transferred over to you. Correct?

9 A Yes, sir, after I requested them.

10 Q Okay.

11 A Several times.

12 Q All right. Now, you claimed that when
13 the three mobile homes owned by Carroll Brown were
14 moved that the moving people caused property
15 damage?

16 A Yes, sir.

17 Q Have you talked with the moving people
18 about the property --

19 A I --

20 Q -- damage?

21 A I don't even know who moved them.

22 Q Have you tried to find out?

23 A No, sir.

24 Q Okay.

25 A Kind of irrelevant now.

1 Q Well, must not be. You're claiming it
2 as part of your damages.

3 A Well, Carroll hired these people, I
4 didn't -- to move them.

5 Q Well, that doesn't matter. They'd be
6 responsible for the damage.

7 A I --

8 Q Why didn't you contact them about it?

9 A I don't know.

10 Q You've done nothing about it.
11 Correct?

12 A We -- we looked to see how bad it was,
13 but no, sir.

14 Q And what did they do exactly? What
15 damage did they cause?

16 A They cut the wires -- the -- the
17 wires --

18 Q The electrical wires?

19 A Yes, sir. Uh-huh. They cut them.
20 They -- all the pipes -- none -- none of the pipes
21 were disconnected. They just -- they took it.
22 They were in a hurry. They took them and just
23 took off.

24 Q Do you have photographs of the damage?

25 A Yes, sir.

1 Q Who has those?

2 A Kevin Swaney. And they -- tie downs,
3 they took bolt cutters and cut those, left them
4 stand -- sitting in the ground. They were in a
5 hurry. And that's exactly why I wanted to be
6 there, so that wouldn't happen.

7 Q Mr. Barth asked you about this
8 insurance money, the proceeds you received for the
9 two mobile homes that were damaged.

10 A Yes, sir.

11 Q And you split the profits or the money
12 that was left over after --

13 A Yes, sir.

14 Q -- those expenses --

15 A Yes, sir.

16 Q -- 50/50 with Carroll Brown?

17 A Yes, sir.

18 Q Correct?

19 A Uh-huh.

20 Q That's not normally something you do
21 with a managing person, is it -- a manager of a
22 mobile home park?

23 A But it's kind of on the side because
24 he decided to fix them up himself. He said, I'll
25 -- I'll fix them and save us some money, so.

1 Q But that's not normally what you do
2 with a manager, is it?

3 A I never -- never had -- had another
4 manager. So I don't know.

5 Q You don't know?

6 A No, sir.

7 Q Okay.

8 A I mean, it sounded fair. He came to
9 me and asked me and -- and there -- he can tell,
10 many times we talked, I never disagreed with stuff
11 like that. Like increasing the maintenance fee,
12 never did argue with him. I trust people.

13 Q Okay. All right.

14 A And we had a good work relationship I
15 thought, so I wouldn't going to cause a problem
16 over that.

17 Q Do you have a copy of the contract for
18 sale of the property to Kevin Swaney?

19 A No, sir.

20 Q You don't?

21 A No, sir.

22 Q Who does?

23 A Kevin Swaney.

24 Q Okay.

25 A It's not a contract. That was an

1 agreement we wrote up between us.

2 Q Well, that would be a contract.

3 A Okay.

4 Q Now, about this appraisal, you claim
5 the appraisal includes 70 acres of land?

6 A I can't remember how many acres. I
7 thought it was something like 54 or something like
8 55.

9 Q Fifty-four?

10 A Yes.

11 Q All right. Earlier you said 70.

12 A That's the -- I think that's the plot
13 where the mobile home park is actually located is
14 70.

15 Q So how much of the mobile home park --
16 how much acreage does the mobile home park consist
17 of?

18 A Fifteen to twenty acres.

19 Q Fifteen to twenty acres. And how much
20 land do you contend is included in the appraisal?

21 A I'm not sure, but more than 15, 20
22 acres.

23 Q Okay. All right. All right.

24 Mr. Bledsoe: Okay. I think that's
25 all we have.

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Mr. Barth: Same here. No more.

(Deponent excused.)

(Whereupon, at 2:35 p.m.,
the taking of the foregoing
deposition was concluded.)

CERTIFICATE OF REPORTER

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State of South Carolina
County of Florence

I, Roger Williamson, Court Reporter and Notary Public for the State of South Carolina, do hereby certify that the deponent in the foregoing deposition was, by me, first duly sworn to testify to the truth, the whole truth and nothing but the truth; that said deposition transcript contains a true record of the deposition of said deponent.


I further certify that I am neither attorney nor Counsel for, nor related to or employed by any of the parties connected to the action, nor am I financially interested in the action.

Witness my hand at Florence, South Carolina, this the 4th day of July, 2022.

Roger Williamson
MY COMMISSION EXPIRES:
February 4, 2032

Lynnette Moore McElveen and 23... > 



Catherine Brown
Happy birthday 
31w Like Reply



Cindi Hood
Happy birthday !!!!
31w Like Reply



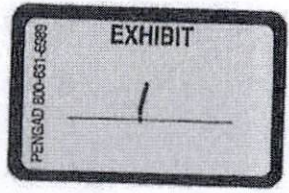
Kimberly Boykin Dinsmore
Happy Birthday
31w Like Reply



Barbara Houck
Happy Birthday!
31w Like Reply



Paulrobettel Drago
Happy Birthday!!!!
31w Like Reply



John Marion Baker
Amen.. Proud to call him a great
friend as well as business partner ..
Second to none.
31w Like Reply



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EXHIBIT

2

State of South Carolina
In the Court of Common Pleas
County of Lee

Carroll D. Brown,
plaintiff,
V. 2020-CP-31-00237

John M. Baker, d/b/a Humpty Dumpty Mobile Home
Park and Dream Home Properties, L.L.C.
defendants.

The Hearing Held Before:
The Honorable Richard Hinson as Special Referee

The hearing was taken before Roger
Williamson, Court Reporter and Notary Public for
the State of South Carolina, at 325 West Home
Avenue, Hartsville, South Carolina, on Tuesday,
June 4th, 2024, pursuant to notice and/or
agreement, in the above-entitled cause pending
in the above-named court.

Q & A COURT REPORTING SERVICES
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25 08/05 2 Plaintiff's Deposition and Exhibits
(retained by Counsel)
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** uh-huh = affirmative
huh-uh = negative

1 THE COURT: All right. Thank you,
2 Mr. Court Reporter. We are here today in
3 Hartsville, South Carolina at the Bledsoe Law
4 Firm on June 4, 2024 for a damages hearing. I'm
5 Richard Hinson, the special referee. This
6 matter has been referred to me by the circuit
7 court judge by consent of the parties on an
8 order of reference and for a hearing on damages
9 that was filed with the Lee County Clerk of
10 Court on March 7, 2024.

11 It's referred to me for the -- for
12 the specific purpose and the only purpose of
13 conducting a damages hearing as to the
14 counterclaim of John M Baker, D.B.A. Humpty
15 Dumpty Mobile Home Park versus Carroll D. Brown.
16 And that emanates from an order granting summary
17 judgment to Mr. Baker on his counterclaims
18 against Mr. Brown. It was filed with the Lee
19 County Clerk of Court on June 27, 2023, in which
20 the circuit court judge granted summary judgment
21 in favor of Mr. Baker on two causes of action.
22 One for breach of fiduciary duty and one for
23 conversion, both of which were brought via
24 counterclaims.

25 So our sole purpose is to determine

1 damages as to those causes of action. This does
2 not affect the remaining part of the case, which
3 I think involves Mr. Brown's complaint against
4 the defendants or the other defendant, who is
5 not participating in this hearing and has no
6 interest in this matter. Is that correct,
7 attorneys?

8 MR. BARTH: Yes. One -- one small
9 correction, Mr. Hinson, is that it's three
10 causes of action. There's a breach of fiduciary
11 duty as a partner and breach of fiduciary duty
12 as a principal agent. Depending on the trial,
13 which -- you know, whether Mr. Brown can prove
14 there was a partnership or not. So it is breach
15 of fiduciary duty on one or the other, but that
16 only matters when the jury decides whether it's
17 a partnership or not.

18 THE COURT: Okay. But that does not
19 affect the damages award.

20 MR. BARTH: Does not.

21 THE COURT: Correct? And I looked
22 at that in the order, it just had the two -- it
23 has as to the counterclaim for breach of
24 fiduciary duty, but when you read it, it does
25 say as to either agency or partnership. And

1 then the conversion claim as well. And y'all
2 agree that the damages for all of these would be
3 the same. This would not be an election of
4 remedies type situation.

5 MR. BLEDSOE: That's correct.

6 MR. BARTH: That's correct.

7 THE COURT: All right. Just wanted
8 to make -- make sure of that. And that is what
9 I will be looking at, is just one set of damages
10 to determine what that result will be. Okay.
11 Anything -- any other preliminary matters or
12 anything else that I left out? Okay.

13 MR. BARTH: Nothing from us.

14 MR. HINSON: I don't think so.

15 THE COURT: Okay. Do y'all prefer
16 to make a little opening or would you rather
17 just go ahead and get into testimony?

18 MR. BARTH: I'm fine just pressing
19 on.

20 MR. BLEDSOE: Yeah.

21 THE COURT: All right. Well,
22 Mr. Barth, how many witnesses do you intend to
23 call?

24 MR. BARTH: I have one witness and
25 it is Mr. John M Baker.

1 THE COURT: Okay. Mr. Baker, will
2 you raise your right -- well, I'll actually ask
3 the court reporter if he would since he is a
4 notary to -- to swear you in.

5 MR. BARTH: Actually, before you do
6 that, Mr. Court Reporter, I want -- I do want to
7 make two exhibits part of the record. It is the
8 first request to admit that the defendant served
9 on the plaintiff back in May of '21 as well as
10 the plaintiff's answers to the first request to
11 admit. Which we would like to make defendant's
12 exhibit number 1.

13 THE COURT: Okay. I'll just write
14 defendant one on this.

15 MR. BARTH: Okay.

16 THE COURT: Any objection to these?
17 These are --

18 MR. BLEDSOE: No, no.

19 THE COURT: Okay. Defendant's first
20 request to --

21 MR. BARTH: Do you want exhibit
22 stickers?
23 (Defendant's exhibit number 1
24 marked for identification.)

25 THE COURT: -- admit -- I'm fine. I

1 just wrote that on there. This will be fine for
2 me. Mr. Court Reporter, would you swear in the
3 witness, please?

4 MR. BARTH: One other --

5 THE COURT: Okay.

6 MR. BARTH: -- the defendant's --
7 the plaintiff's deposition with the exhibits.

8 THE COURT: Okay.

9 MR. BLEDSOE: I have the -- let me
10 get it. The defendant's deposition too as the
11 exhibits. Let me go get it.

12 COURT REPORTER: What was that first
13 exhibit?

14 THE COURT: The first one is
15 defendant's first request to admit to plaintiff.
16 And I assume this is the responses.

17 MR. BARTH: Yes, sir.

18 THE COURT: And -- yeah, the
19 plaintiff's answers to defendant's first request
20 to admit, which are attached there too. All of
21 that together is defendant's one.

22 MR. BLEDSOE: And the original
23 defendant's deposition of the exhibits, John
24 M. Baker.

25 MR. BARTH: Yeah. No -- no

1 objection.

2 THE COURT: Okay. And then
3 defendant's exhibit number 2 is the dep-- the
4 original deposition of Carroll D. Brown.
5 (Defendant's exhibit number 2
6 marked for identification.)

7 THE COURT: And then the plaintiff's
8 exhibit 1 is the original deposition of John
9 M. Baker.
10 (Plaintiff's exhibit number 1
11 marked for identification.)

12 THE COURT: Anything else -- any
13 other exhibits that we've got right now?

14 MR. BARTH: No, no, Your Honor.

15 THE COURT: Okay. All right. Swear
16 in the witness, please.

17 COURT REPORTER: Do you swear or
18 affirm the testimony that you give today will be
19 the truth, the whole truth and nothing but the
20 truth.

21 THE WITNESS: Yeah.

22 COURT REPORTER: Thank you.

23 THE COURT: Okay. Mr. Barth? May
24 it please the Court, Mr. Hinson.

25 DIRECT EXAMINATION

1 By Mr. Barth:
 2 Q Give us your full name, please, sir.
 3 A John Marion Baker.
 4 Q All right. Speak up and slow down,
 5 okay?
 6 A Okay. John Marion Baker.
 7 Q All right. You go by Marion?
 8 A Uh-huh.
 9 Q Yes?
 10 A Yes.
 11 Q Say yes or no. Okay. Where do you
 12 live?
 13 A Bishopville, South Carolina.
 14 Q All right. And what do you do for a
 15 living?
 16 A Sell farm machinery.
 17 Q Who -- who's your employer?
 18 A Abilene Machine.
 19 Q Abilene Machine. Okay. And how old
 20 are you, Mr. Baker?
 21 A Seventy.
 22 Q Seventy years old?
 23 A Uh-huh.
 24 Q All right. Now we are here to
 25 discuss issues related to the Humpty Dumpty

1 Mobile Home Park. Yes?
 2 A Yes.
 3 Q All right. Tell us a little bit
 4 about the mobile home park. What is it? How
 5 big is it? Where is it?
 6 A It's in Manville, South Carolina.
 7 We have 25 units.
 8 Q When was it opened?
 9 A 2006.
 10 Q 2006. All right. And when it was
 11 opened until July of 2020, who managed it on a
 12 day-to-day basis?
 13 A Carroll Brown.
 14 Q Carroll Brown did. And your
 15 position with the company was what?
 16 A I was just the owner.
 17 Q Okay. And our contention is that
 18 you were the owner and Mr. Brown was the
 19 manager. His contention is that the two of you
 20 were partners in the mobile home business,
 21 correct?
 22 A That's right.
 23 Q All right. Now, we're here today to
 24 talk about damages based on breach of fiduciary
 25 duty and conversion. You understand that?

1 A Yes, sir.
 2 Q All right. And have you had the
 3 opportunity to go through and calculate the
 4 damages you're --
 5 A Yes, sir.
 6 Q -- that you are claiming?
 7 A Yes, sir.
 8 Q All right. If you would, take a
 9 look at what we would mark as defendant's
 10 exhibit number 3. See if you can identify that,
 11 please.
 12 MR. BARTH: Here you go, John. I
 13 think you got one yesterday.
 14 (Defendant's exhibit number 3
 15 marked for identification.)
 16 By Mr. Barth:
 17 Q You -- no, just that document. Do
 18 you know what that is?
 19 A Oh, yeah.
 20 Q And what is that document?
 21 A My -- my damages and what broke down
 22 from -- from whatever it was.
 23 Q All right. So those are your
 24 calculations of the damages --
 25 A Yes, sir.

1 Q -- that you contend you're entitled
 2 to?
 3 A Yes, sir.
 4 Q And are they broken down by
 5 category?
 6 A Yes, sir.
 7 Q All right. Let me go to the very
 8 first one that says unreported late fees. Do
 9 you see that one?
 10 A Yes, sir.
 11 Q All right. And you claim it's
 12 \$55,973.
 13 A Right.
 14 Q Now, the lease that tenants signed
 15 with the mobile home park, did it call for a
 16 late fee if payments were made late?
 17 A I didn't see the leases. Never saw
 18 a lease to let this was taking place.
 19 Q All right.
 20 A It was a legal action and --
 21 Q Have you seen the leases?
 22 A Yes, sir.
 23 Q And do they call for late payment?
 24 A Yes, sir.
 25 Q Penalties.

1 A Uh-huh.
 2 Q All right. Tell me what those --
 3 what those penalties are.
 4 A After -- after the first, 10 dollars
 5 fee. After the fifth, 60 dollar fee. And after
 6 the 12th, 120 dollar fee.
 7 Q Okay. And you would receive,
 8 wouldn't you -- monthly -- monthly spreadsheets
 9 from Mr. Brown, wouldn't you?
 10 A Yes, sir.
 11 Q All right. And generally speaking,
 12 what would that show you?
 13 A Show which units were occupied and
 14 which ones were vacant and which ones were late.
 15 Q All right. Take a look at that
 16 document right there.
 17 MR. BARTH: Can you mark -- did you
 18 mark that one?
 19 MR. BLEDSOE: We -- we object to the
 20 figure. We don't agree to the figures on this
 21 sheet.
 22 MR. BARTH: Sure.
 23 MR. BLEDSOE: But it's admissible
 24 for whatever it is.
 25 THE COURT: Sure. You can

1 cross-examine him on that.
 2 MR. BLEDSOE: Right.
 3 MR. BARTH: You got one?
 4 By Mr. Barth:
 5 Q Now, take a look at this packet that
 6 I have just handed you.
 7 A Yes, sir.
 8 Q Do you recognize that?
 9 A Yes, sir.
 10 MR. BARTH: What is that?
 11 A That's a spreadsheet I get every
 12 month from Carroll Brown.
 13 Q All right. And do we have all the
 14 spreadsheets from each year from 2006 through
 15 the seven months of 2020 that -- that Mr. Brown
 16 operated as manager?
 17 A That's right.
 18 Q All right.
 19 MR. BARTH: Your Honor, we move to
 20 introduce that as well.
 21 THE COURT: You want to introduce
 22 them all?
 23 MR. BARTH: Huh?
 24 THE COURT: You want to introduce
 25 them all? Okay.

1 MR. BARTH: That would be four.
 2 Will you hand -- hand that to the co-reporter,
 3 please?
 4 MR. BLEDSOE: No objection.
 5 THE COURT: Kevin, you -- you're
 6 marking each. I mean, each one or is
 7 defendant's four is all of them?
 8 MR. BARTH: Defendant's four is all
 9 of them.
 10 (Defendant's exhibit number 4
 11 marked for identification.)
 12 THE COURT: All of them.
 13 MR. BARTH: Yes, sir.
 14 THE COURT: From 2006 --
 15 MR. BARTH: To July of --
 16 THE COURT: -- July of 2020.
 17 MR. BARTH: -- 2020.
 18 THE COURT: Okay.
 19 MR. BARTH: Correct.
 20 By Mr. Barth:
 21 Q Take a look at this exhibit, the
 22 spreadsheets.
 23 A Right.
 24 Q You see those?
 25 A Yes, sir.

1 Q All right. And tell me what kind of
 2 information is included on those spreadsheets.
 3 A Tells how much the rent was every
 4 month. On some of them, it'll show if they're
 5 evicted, late or are there open units. Don't
 6 put nobody in there.
 7 Q All right. O would be for open?
 8 A Uh-huh.
 9 Q Yes?
 10 A Yes, sir.
 11 Q All right. And E would be for
 12 evicted?
 13 A That's right.
 14 Q All right. And M would be for what?
 15 A Moved.
 16 Q Okay. And O would be for?
 17 A Open.
 18 Q Open. All right. All right. And
 19 you would receive one of these each month?
 20 A Yes, sir.
 21 Q And would it tell you the income and
 22 tell you the manager's part and your part?
 23 A That's right.
 24 Q All right. Now tell me, looking
 25 through all of these, have you ever received any

1 portion of any of the late fees collected by
 2 Mr. Brown?
 3 A No, sir.
 4 Q All right.
 5 MR. BARTH: And John, I would note
 6 in the request to admit responses, the plaintiff
 7 does admit having not shared those late fees
 8 with Mr. Baker.
 9 By Mr. Barth:
 10 Q My question, Marion, is going to be,
 11 over all these years, how did -- how were you
 12 able to figure out the amount of money you
 13 believe was taken from you? Let me ask you this
 14 first. I'm sorry. Did Mr. Brown turn over any
 15 records to you at all regarding any late fees
 16 that were collected?
 17 A No, sir.
 18 Q Do you know how many late fees were
 19 actually collected by him?
 20 A No, sir.
 21 Q Have you --
 22 A We estimated it.
 23 Q You had to estimate it.
 24 A With what -- with spreadsheets and
 25 what we found when we talked to tenants and

1 stuff like that.
 2 Q All right. Tell the judge how you
 3 calculated this amount.
 4 A What we did, we went back to late
 5 fees collected from 8/1/20 to 8/31/23.
 6 Q Okay. And is that when August 1 of
 7 '20 is when you took back over --
 8 A That's right.
 9 Q -- the mobile home part?
 10 A Yeah.
 11 Q All right. And you ran out three
 12 years of that?
 13 A That's right.
 14 Q All right. And --
 15 A Late -- late fees we collected then
 16 were \$19,443.70.
 17 THE COURT: For what years? I'm
 18 sorry.
 19 MR. BARTH: Eight -- '20 to '23. It
 20 was August 1, '20 to August 31, 2023.
 21 By Mr. Barth:
 22 Q All right. And the average amount
 23 of late fees during that three-year period was
 24 how much?
 25 A \$19,443 dollar.

1 Q All right. And if you divide that
 2 by the three years, how -- that's what -- \$6,481
 3 dollars a year?
 4 A That's right.
 5 Q All right. And how many -- how many
 6 years did Mr. Brown run the mobile home park?
 7 A From 2006 to 2020.
 8 Q All right. Now, in your
 9 calculation, you calculated a 74 percent
 10 occupancy rate.
 11 A That's right.
 12 Q And where -- where --
 13 A That came off the spreadsheet.
 14 Q Okay. That came off of the
 15 spreadsheets that --
 16 A Mr. Brown --
 17 Q -- Mr. Brown --
 18 A -- gave me.
 19 Q Okay. All right. And when you took
 20 the average of \$6,481 dollars a year or -- yes.
 21 And then divided it out by the occupancy rate in
 22 years, that's where the \$55,000 came from?
 23 A That's right. Yes, sir.
 24 MR. BLEDSOE: Your Honor, we object
 25 to that as being very speculative.

1 THE COURT: Okay. So noted.
 2 By Mr. Barth:
 3 Q Were you able to find any
 4 documentation whatsoever of the actual late fees
 5 that would have been collected by the plaintiff,
 6 Mr. Brown?
 7 A Yes, sir. Yes, sir.
 8 Q You were given records?
 9 A Yes, sir. I was given -- when I
 10 went to talk to some of the tenants, I got --
 11 MR. BLEDSOE: Objection.
 12 MR. BARTH: Yeah.
 13 MR. BLEDSOE: Objection.
 14 MR. BARTH: I understand.
 15 THE COURT: I'm going to sustain as
 16 to what the tenants told you, but you can tell
 17 what you received or whatever.
 18 COURT REPORTER: Yes, sir. I -- I
 19 received copies of -- of payments from the
 20 tenants.
 21 By Mr. Barth:
 22 Q Receipts. And we'll talk about
 23 those in a minute. But as far as mobile home
 24 park records, do you have any official records
 25 from Mr. Brown as to the late fees collected in

1 the --
 2 A No, sir.
 3 Q -- 15, 20 years?
 4 A No, sir.
 5 Q All right. Now, the leases also
 6 provided for pet fees, didn't it?
 7 A Yes, sir.
 8 Q All right. And were you provided
 9 any records at all about how much Mr. Brown
 10 collected in pet fees?
 11 A No, sir.
 12 Q All right. And what was the
 13 provision if you wanted to have a pet live in
 14 the home with you?
 15 A I -- I was told from --
 16 MR. BLEDSOE: Objection.
 17 MR. BARTH: All right. You --
 18 THE WITNESS: I was told by
 19 Mr. Brown.
 20 MR. BARTH: Okay.
 21 THE WITNESS: That there were -- he
 22 didn't allow pets in the -- in the mobile home
 23 park.
 24 By Mr. Barth:
 25 Q All right. So you didn't -- did you

1 know anything about a pet fee?
 2 A No, sir.
 3 Q All right. And as we've gotten into
 4 the discovery and everything else, what is the
 5 pet fee? If you want a pet to live with you,
 6 how much is your nonrefundable deposit?
 7 THE COURT: While he's looking for
 8 that, did we skip over the maintenance fund?
 9 MR. BARTH: Yeah. My -- that's in a
 10 little different order --
 11 THE COURT: Okay.
 12 MR. BARTH: -- because I couldn't --
 13 THE COURT: I just wanted to make
 14 sure I didn't miss something.
 15 MR. BARTH: No, you didn't miss it.
 16 THE COURT: Okay.
 17 MR. BARTH: I just couldn't figure
 18 out how to format it.
 19 THE COURT: Okay.
 20 MR. BARTH: So I was skipping around
 21 a little bit.
 22 THE COURT: Okay. Go ahead.
 23 THE WITNESS: His -- his lease --
 24 on -- on his lease, it showed a nonrefundable
 25 pet deposit of 100 dollars per pet.

1 By Mr. Barth:
 2 Q Okay. And have you been provided
 3 with any records of pet fees that were
 4 collected?
 5 A No, sir.
 6 Q Did you ever receive any piece of
 7 the pet fees?
 8 A After my lawyer talked to Carroll
 9 and his attorney, they turned over 300 dollars.
 10 Q They turned over 300 dollars to you?
 11 A Yeah.
 12 Q Okay. All right. How did you --
 13 all right. How did you calculate the 2,900
 14 dollars in pet fees? Were they estimated?
 15 A Yes, sir.
 16 Q All right.
 17 A Using the same numbers we used
 18 before.
 19 Q All right. And is that the only way
 20 you could have calculated it?
 21 A Yes, sir.
 22 Q All right.
 23 A We -- we did it on the -- after we
 24 did it only that one pet. If it was two pets,
 25 we didn't try to go for that. We did one pet --

1 Q Okay.
 2 A -- on average.
 3 MR. BLEDSOE: Again, we object to
 4 this being very speculative.
 5 THE COURT: Would you mind
 6 explaining what you mean by doing it the way you
 7 did the last time? How you --
 8 MR. BARTH: Yes, sir.
 9 THE COURT: -- came up with that
 10 number?
 11 MR. BARTH: Yes, sir.
 12 By Mr. Barth:
 13 Q How did you come up with the number
 14 for the pet fees?
 15 A What we did was from the formula for
 16 2006 to 2020, the percentage of units that had
 17 pets, just from what we knew about the other
 18 ones, the three that we found out about later.
 19 And multiplied that times the -- the rate of
 20 occupancy, which we used throughout this, .74445
 21 on the total of homes. And the possible
 22 occurrences is 29 where the deposit fee was
 23 collected. So 29 times 100 is 2,900.
 24 MR. BLEDSOE: We object to it being
 25 very speculative.

1 THE COURT: So noted.
 2 By Mr. Barth:
 3 Q All right. Let's go back a little
 4 bit. On defendants number three, which is our
 5 damages, you have -- you have listed one called
 6 non-reported rent, prorated and new tenants as a
 7 category. You see that one? Yes?
 8 A Yes, sir.
 9 Q You got to say yes and no. Okay.
 10 All right. Non-reported rent, prorated and new
 11 tenants. Tell me what that is. Generally
 12 speaking, what are we talking about on this one?
 13 A Carroll submitted leases in response
 14 to the request for production and 68 percent of
 15 the leases submitted, 13 out of 19, is all we
 16 were able to get. As detailed below the
 17 occurrences, it showed a discrepancy related to
 18 the lease start date and the actual date Carroll
 19 Brown reported the start -- to have started
 20 receiving income -- on his monthly income, some
 21 expenses that he gave to me.
 22 Q All right. If somebody checked in
 23 on the 14th or 15th of the month, would -- would
 24 the payment for that month be prorated?
 25 A Prorated. Yes, sir.

1 Q All right. Was Mr. Brown doing
 2 that?
 3 A He wasn't doing it on the spread
 4 sheets.
 5 Q Okay. And what was he doing --
 6 did -- have you had the opportunity to obtain
 7 some receipts?
 8 A Yes, sir.
 9 Q All right. Now, you've also talked
 10 to some tenants.
 11 A Uh-huh. Yes, sir.
 12 Q All right. Don't -- don't talk to
 13 me about what a tenant told you --
 14 A Right. Right.
 15 Q -- but have you gone through each
 16 piece of property to determine what -- what
 17 properties you're talking about --
 18 A Yes, sir.
 19 Q -- and when leases were signed?
 20 A Yes, sir.
 21 Q Okay. And you've got some of the
 22 leases and all of the spreadsheets, correct?
 23 A Yes, sir.
 24 Q All right. Take a look at 715
 25 Manville Street. That's Tommy Century.

1 A Uh-huh.
 2 Q Yes?
 3 A Yes, sir.
 4 Q All right. That lease was signed
 5 when?
 6 A 8/19/2017.
 7 Q All right. And to your knowledge,
 8 through December of 2020, was Mr. Century still
 9 living there?
 10 A Yes, sir.
 11 Q All right. Now, you indicated that
 12 the lease was signed in August of 2017. What
 13 does your -- what do the spreadsheets that you
 14 were provided show?
 15 A Show it's open.
 16 Q For which months?
 17 A October, November, December of 2017.
 18 Q Okay. And again, in '18, what did
 19 it show?
 20 A It showed that the unit was open for
 21 three months, October -- August through October.
 22 Q All right. And in '19, it showed it
 23 opened.
 24 A Received zero income for June and
 25 July.

1 Q All right.
 2 A But did not file an eviction, nor
 3 did Carroll report any collecting and any
 4 additional rent.
 5 Q All right. Let me ask you this. If
 6 he filed an ejection action -- eviction action
 7 against a tenant --
 8 A Yes, sir.
 9 Q -- what would have to be paid in
 10 order to stop the eviction and stay in the home?
 11 A Had to pay -- had to pay that -- had
 12 to pay the back rent plus late fees.
 13 Q Back rent, late fees? Okay. And
 14 the cost of eviction?
 15 A That's right. If we'd gone that
 16 far, yes, sir.
 17 Q If you'd gone that far. Were you
 18 able to find where -- where Mr. Century was ever
 19 evicted?
 20 A No, sir.
 21 Q Do you know why the eight months
 22 were shown as open and no rent collected?
 23 A No, sir.
 24 MR. BLEDSOE: Your Honor, we object
 25 that we don't have a lease from Mr. Century that

1 I know of.
 2 THE COURT: Objection's noted.
 3 MR. BARTH: Okay.
 4 By Mr. Barth:
 5 Q Was -- to your knowledge, was he
 6 living there the entire time?
 7 A Yes, sir.
 8 MR. BLEDSOE: Objection. He --
 9 he --
 10 THE COURT: Well, he can testify to
 11 that.
 12 MR. BLEDSOE: All right.
 13 THE COURT: You can cross-examine
 14 him when --
 15 MR. BLEDSOE: Yeah.
 16 THE COURT: All right.
 17 By Mr. Barth:
 18 Q How about 851 Manville Street?
 19 That's Adrienne Simon.
 20 A Yes, sir.
 21 Q All right. What -- when did she
 22 sign her lease?
 23 A 4/14/2017.
 24 MR. BLEDSOE: Again, objection if
 25 there's no lease, Your Honor.

1 THE COURT: Let's establish the
 2 foundation for that.
 3 MR. BARTH: Hold on one second,
 4 John. Go through all of them.
 5 By Mr. Barth:
 6 Q I'll show you this document right
 7 here. Month-to-month rental agreement.
 8 A Yes, sir.
 9 Q And what is the date on that?
 10 A 4/14/2017.
 11 Q All right. And who is the tenant?
 12 A Adrienne Simon.
 13 Q Adrienne Simon?
 14 A Uh-huh.
 15 Q Yes?
 16 A Yes, sir.
 17 Q All right.
 18 MR. BARTH: Your Honor, at some
 19 point, I'm going to introduce these leases. You
 20 want them now? You want me to introduce --
 21 THE COURT: I don't --
 22 MR. BARTH: -- them now?
 23 THE COURT: You can -- whenever
 24 you're ready.
 25 MR. BARTH: Okay.

1 By Mr. Barth:
 2 Q All right. So the lease was signed
 3 in April. What do your spreadsheets show? Was
 4 there any income from this lady until June of
 5 '17?
 6 A No, sir.
 7 Q All right. And do you know why
 8 April and May were not -- why they were showing
 9 as open on the spreadsheet?
 10 A When I see the spreadsheets open, I
 11 don't read a question until I start to dig
 12 this -- after the lawsuit is filed against me.
 13 Q Okay. Let's go through the next
 14 one. LaShawnta Shannon. That's 891 Manville.
 15 When was that lease signed?
 16 A 12/20/2018.
 17 Q All right. And December 20th of
 18 '18. And how much income was shown between 2019
 19 and 2020? How many months showed zero income?
 20 A Eight months.
 21 Q Eight months?
 22 A Yes, sir.
 23 Q And it talks about one open, M for
 24 move, eviction and late. And some just zero.
 25 A That's right.

1 Q That's what the spreadsheets show?
 2 A Yes, sir.
 3 Q To your knowledge, were you able to
 4 find any actual eviction against this lady?
 5 A No, sir.
 6 Q At any point, to your knowledge, did
 7 she move out?
 8 A No, sir.
 9 Q Do you have any idea where she paid
 10 rent?
 11 A No, sir. Who was that?
 12 Q That is --
 13 A LaShawnta.
 14 Q -- LaShawnta Shannon.
 15 A Shannon.
 16 Q Shannon.
 17 THE COURT: Before we get too deep
 18 into that, do you mind -- I think we've gone
 19 through three tenants.
 20 MR. BARTH: Uh-huh.
 21 THE COURT: Would you mind giving me
 22 the numbers that you have and the months again?
 23 MR. BARTH: Yeah.
 24 THE COURT: Starting with the first
 25 one and give -- and you can identify them by

1 name if you want to, so I can write them down.
 2 So that way I don't get too far behind on this.
 3 MR. BARTH: Okay. 715 Manville
 4 Street. That's Tommy Century.
 5 THE COURT: How many months was
 6 that?
 7 MR. BARTH: Eight months of zero
 8 income.
 9 THE COURT: What was the rent?
 10 MR. BARTH: The rent on
 11 Mr. Century's --
 12 THE COURT: Didn't I see a lease
 13 from Mr. Century.
 14 By Mr. Barth:
 15 Q Do you know what his -- what does
 16 the spreadsheet show his rent to be? That's
 17 probably the easiest way to look at it. This
 18 would be lot -- it's shown on there as lot 2 on
 19 the spreadsheet.
 20 A For what year?
 21 Q He came in in '17.
 22 A May 19 of '17.
 23 Q In -- lot -- lot 2. What -- what
 24 did it show as -- as the rent?
 25 A Zero.

1 Q No.
 2 A Oh, 400 dollars.
 3 Q 400 dollars. And that's on
 4 Mr. Brown's spreadsheet?
 5 A That's all the way across, yep.
 6 Q All the way across. Okay. And then
 7 there's one 175 dollar payment.
 8 A Right.
 9 Q Any idea what that is?
 10 A Must have been a partial payment or
 11 something, I think.
 12 Q Okay.
 13 A It looked like at that, he's
 14 evicted.
 15 Q All right.
 16 MR. BARTH: And the second one, Your
 17 Honor, 851 Manville, that's Adrienne Simon.
 18 That would be lot 24. That lease was signed
 19 also in April of 2017. And the rent is 600
 20 dollars a month.
 21 THE COURT: How many months did he
 22 testify to?
 23 MR. BARTH: And he testified that
 24 two months.
 25 THE COURT: Okay. And what was the

1 third one?
 2 MR. BARTH: The third one was
 3 LaShawnta Shannon, 891 Manville. That's lot 26.
 4 THE COURT: Also 2017?
 5 MR. BARTH: 2018, Your Honor. The
 6 lease was signed February the 20th of 2018. And
 7 that rent is shown as 375 dollars a month. And
 8 the testimony is that there was no income shown
 9 for eight months.
 10 THE COURT: Okay.
 11 MR. BLEDSOE: Your Honor, I object.
 12 It only shows one, two, three, four months.
 13 THE COURT: And you can cross
 14 examine on those whenever the time comes. I'll
 15 make a little note of it. And also about the
 16 spreadsheet and when it became a problem and
 17 stuff like that. I just want to get me a
 18 running list here, so that when you
 19 cross-examine him, I'll know what we're talking
 20 about. Okay? Okay. Proceed.
 21 By Mr. Barth:
 22 Q All right. Lot 5 is Aliyah Davis.
 23 That's 38 Lizard Man Lane. You see that one?
 24 A Yes, sir.
 25 Q All right. And that lease was

1 signed what date?
 2 A 10/17/2019.
 3 Q Okay. And did Mr. Brown show any
 4 income from September of '19 through January
 5 2020?
 6 A No, sir.
 7 Q Do you know why?
 8 A No, sir.
 9 Q Okay.
 10 THE COURT: How many months? Six.
 11 MR. BARTH: September, October,
 12 November, December, January. Five.
 13 THE COURT: Five months.
 14 MR. BARTH: Five months. And the
 15 rent -- the rent shows 375 a month. The next
 16 one, Your Honor, is Lot 3, Chardonnay Jackson.
 17 It's 28 Lizard Man Lane.
 18 By Mr. Barth:
 19 Q That lease was signed when?
 20 A On 9/21/2018.
 21 Q 2018.
 22 A Yes, sir.
 23 Q September. All right. Did -- did
 24 the spreadsheet show any income for September or
 25 October?

- 1 A No, sir.
 2 Q All right. And do you know what the
 3 rent was per month?
 4 A I don't have that one. Lot 3?
 5 Q Yes, sir.
 6 A 400 dollars.
 7 Q 400 a month. And -- and two of
 8 those are labeled as open. The two months, the
 9 month she signed it and the month after.
 10 A Right. Three of them.
 11 Q All right. Shawntel Boyd, 78 Lizard
 12 Man Lane.
 13 A What lot number?
 14 Q That is lot number 11.
 15 A Shawntel Boyd?
 16 Q Yes. This lease was signed back in
 17 2014 -- February the 1st of 2014. Is that
 18 right?
 19 A That's right.
 20 Q All right. And was any rent shown
 21 for the month of February?
 22 A No, sir.
 23 Q All right. Do you know what the
 24 rent was supposed to be? It's lot 11. And
 25 we're missing one month?

- 1 Q All right. Does the spreadsheet
 2 show any money being paid in August?
 3 A No, sir.
 4 Q Do you know what the rent was for
 5 lot 13?
 6 A 400 dollars.
 7 Q Okay. And we're missing one month?
 8 A That's right.
 9 Q All right. How about lot 14, Cindy
 10 Pres--- Precid--- Preciado? That's -- all
 11 right. That's lot 14. That lease was signed
 12 when?
 13 A 11/21/2019.
 14 Q Okay. Was there any rent shown --
 15 A No, sir.
 16 Q -- for that month and what should it
 17 have been?
 18 A 425.
 19 Q Okay. Missed one month?
 20 A Yes, sir.
 21 Q All right. Now, Kimberly Muldrow on
 22 116 Lizard Man Lane. That's lot 19. When was
 23 that lease signed?
 24 A 9/26/2019.
 25 Q All right. That's September.

- 1 A Yes, sir.
 2 Q How much is the rent?
 3 A 375 dollars.
 4 Q All right. Look at lot 8, please.
 5 That lease is Kim Rooker. It was signed in
 6 October of '16, right?
 7 A Yes, sir.
 8 Q The spreadsheets, do they show any
 9 income for October, November or December of '16?
 10 A No, sir.
 11 Q Okay. And have we been able to
 12 obtain receipts that we'll put into evidence
 13 showing that that rent was paid?
 14 A Yes, sir.
 15 Q Okay.
 16 THE COURT: How many months? Two?
 17 MR. BARTH: Three.
 18 THE COURT: Three months?
 19 MR. BARTH: Yes, sir.
 20 THE COURT: At how much?
 21 MR. BARTH: At 400 dollars.
 22 By Mr. Barth:
 23 Q All right. Theresa Josey on lot 13.
 24 Do you know when that lease was signed?
 25 A 8/3/2019.

- 1 A That's right.
 2 Q All right. And was any income shown
 3 through -- from the time the lease is signed
 4 through the end of the year?
 5 A No, sir.
 6 Q Okay. And how much was that rent
 7 supposed to be?
 8 A 425.
 9 Q Okay. What does it show -- it just
 10 shows zero?
 11 A Right. Yes, sir.
 12 Q To your knowledge, was there an
 13 eviction filed?
 14 A No, sir.
 15 Q All right. Kevin Grindstaff, lot
 16 21. That one's 2020, isn't it?
 17 A That's right.
 18 Q All right. And how much -- when was
 19 that lease signed? February of 2020?
 20 A That's right.
 21 Q All right. And what does he report
 22 for March?
 23 A Zero.
 24 Q All right. And is there a label?
 25 A Yes, sir. Marked late.

1 MR. BLEDSOE: No, he marks late. He
2 didn't mark zero.
3 By Mr. Barth:
4 Q Okay. Marked la--- marked late?
5 A Right. Yes, sir.
6 Q All right. And --
7 THE COURT: So there was no payment?
8 THE WITNESS: No, sir.
9 By Mr. Barth:
10 Q All right. Do you know what --
11 how -- do you know if a late fee was paid?
12 A No, sir. I didn't -- I've never
13 seen a late fee.
14 Q Okay. Ty--- Tyesha Stevens, lot 22.
15 She signed her lease in March of 2020. You see
16 that?
17 A Yes, sir.
18 Q And how much income was shown from
19 March, April and June of 2020?
20 A Zero.
21 Q Okay. To your knowledge, did this
22 Tyesha Stevens live there?
23 A Yes, sir.
24 Q Were you able to find an eviction
25 against her anywhere?

1 THE COURT: Okay. You see on there,
2 it says, you know, that reported zero income
3 from March and labeled it late. However, in
4 April, it got paid 375, but no -- no late --
5 MR. BARTH: No late fee.
6 THE COURT: -- no late -- no back
7 rent.
8 MR. BARTH: Okay.
9 THE COURT: So it looks like it
10 started all over.
11 By Mr. Barth:
12 Q All right. This one on Tyesha
13 Stevens, the three months that are missed on the
14 spreadsheet, do you see anywhere where the back
15 rent was paid?
16 A No, sir.
17 Q All right. And that was to be how
18 much a month?
19 A Lot 22.
20 Q Uh-huh.
21 A 400.
22 Q Okay. Then we've got one month on
23 Latesha Starnes in February of '19. Is that
24 right?
25 A Yes, sir.

1 A No, sir.
2 Q What was Mr. Brown's general policy
3 about filing evictions? How far behind?
4 A Thirty days is what he always told
5 me.
6 Q He told you thirty days and then
7 he'd file an eviction?
8 A Yes, sir.
9 Q All right.
10 THE COURT: So what were the months
11 and rate on Stevens?
12 MR. BARTH: Stevens, there -- March,
13 April and June.
14 THE COURT: June was marked late,
15 not open. So we don't know whether a late fee
16 was paid or not.
17 MR. BARTH: No, we don't know that.
18 And the rent is 400 dollar, Your Honor.
19 THE COURT: Okay.
20 By Mr. Barth:
21 Q All right. Now, on -- on that
22 same one --
23 THE COURT: Can we back up one, if
24 you don't mind? Lot 21.
25 MR. BARTH: Yeah.

1 Q All right.
2 THE COURT: What lot is that?
3 MR. BARTH: Lot 23.
4 THE COURT: One month?
5 MR. BARTH: Yes, sir.
6 THE COURT: At how much?
7 MR. BARTH: 500 dollars.
8 THE COURT: And that was what year?
9 MR. BARTH: February of 2019.
10 By Mr. Barth:
11 Q All right. Let's go to Shemeika
12 Fortune.
13 A Yes, sir.
14 Q You see that? Lot 25. When was her
15 lease signed?
16 A 5/2/2015.
17 Q All right. And for the month the --
18 the lease was signed, does it show any rent
19 being paid?
20 A Zero.
21 Q And for May -- I mean, in June, does
22 it show a rent payment?
23 A 175 dollars.
24 Q All right. That's a partial
25 payment?

1 A That's right.
 2 Q All right. Do you see any makeup
 3 for that partial payment?
 4 A No, sir.
 5 THE COURT: That's lot 25.
 6 MR. BARTH: Yes, sir.
 7 THE COURT: 2019 – 2015.
 8 MR. BARTH: Yes. 2015. Got no --
 9 no payment in May and a partial payment in June.
 10 THE COURT: All right. What was the
 11 rate?
 12 MR. BARTH: Rate on lot 25 was four
 13 and a quarter.
 14 THE COURT: And 175 was paid on the
 15 other – on the second month?
 16 MR. BARTH: Yes, sir.
 17 THE COURT: Okay.
 18 MR. BARTH: It shows one -- one
 19 empty month and 175.
 20 THE COURT: Okay.
 21 MR. BARTH: Okay.
 22 By Mr. Barth:
 23 Q All right. The figures that we've
 24 just been over.
 25 A Yes, sir.

1 Q All right. Can you tell the judge
 2 how you calculated the 115,000 dollars that you
 3 claim you have lost in prorated rent or prorated
 4 rent from new tenants?
 5 A We determined how many months of
 6 income was withheld per occurrence. And
 7 that's the amount that money income rent
 8 averages were obtained by using mathematical
 9 logic reasoning. After a number of months
 10 withheld per occurrence, using a sequence of
 11 numbers of the months from the 13 examples of
 12 leases above, we find that Carroll Brown did not
 13 report income eight times for one month, two
 14 times for two months, two times for three
 15 months, one time for eight months. The average
 16 of this sequence is two. Average monthly rent
 17 Carroll Brown collected or reported using the
 18 rent roll that's provided by Carroll Brown with
 19 the spreadsheets is 423 dollars a month.
 20 Q Okay. That's the average rent?
 21 A That's right.
 22 Q All right. And you were able to
 23 calculate that 136 times the rent was not shown?
 24 A That's right.
 25 Q All right. Now, let me ask you

1 this.
 2 MR. BLEDSOE: I object, Your Honor.
 3 Highly speculative.
 4 THE COURT: So noted.
 5 By Mr. Barth:
 6 Q I have two documents I want to show
 7 you.
 8 A Okay.
 9 Q All right. This -- tell me if you
 10 recognize those documents.
 11 MR. BARTH: John, you need those.
 12 MR. BLEDSOE: What is that?
 13 MR. BARTH: That's the leases.
 14 MR. BLEDSOE: I have them.
 15 MR. BARTH: Okay.
 16 MR. BLEDSOE: This is what you're
 17 talking about?
 18 MR. BARTH: Uh-huh.
 19 MR. BLEDSOE: Yeah.
 20 By Mr. Barth:
 21 Q All right. Do you recognize those
 22 as leases?
 23 A Yes, sir.
 24 Q Were those the ones turned over to
 25 you by Mr. Brown?

1 A Yes, sir.
 2 Q Or his lawyer? All right. And --
 3 THE COURT: Are these the ones we
 4 just went through?
 5 MR. BARTH: Some of them.
 6 THE COURT: Okay.
 7 MR. BARTH: Yes, sir.
 8 By Mr. Barth:
 9 Q And are these the only ones you'll
 10 have?
 11 A Yes, sir.
 12 Q All right.
 13 MR. BARTH: I'd move to introduce
 14 that. Your Honor, that will be number five.
 15 Would you hand that to the court reporter?
 16 (Defendant's exhibit number 5
 17 marked for identification.)
 18 THE COURT: Okay. They're admitted.
 19 By Mr. Barth:
 20 Q Part of your calculations were based
 21 on some receipts you were able to obtain.
 22 MR. BARTH: I -- I'm sorry, Roger.
 23 My fault.
 24 COURT REPORTER: No, you're good.
 25 All right.

1 By Mr. Barth:
 2 Q And can you tell me what this packet
 3 of documents is?
 4 A This is actually a receipt from
 5 Carroll to the tenant.
 6 Q All right. And --
 7 MR. BLEDSOE: Objection it's from
 8 C. Wallace, not from Carroll.
 9 By Mr. Barth:
 10 Q Who -- who is C. Wallace? Do you
 11 know?
 12 A Yes, sir.
 13 Q Who is that?
 14 A That's Carroll's girlfriend.
 15 Q Carroll's girlfriend. And -- and he
 16 told us at his deposition she worked there?
 17 A That's right.
 18 Q All right. Now, where did you get
 19 these receipts?
 20 A From the tenant.
 21 Q Okay. After all this litigation
 22 started?
 23 A That's right.
 24 Q All right. Were these the only ones
 25 you were able to obtain?

1 A Yes, sir. All these.
 2 Q Now, did Mr. Brown, when he turned
 3 the mobile home park over to you, did he provide
 4 you with any receipts?
 5 A Not one.
 6 Q Did he provide you with any receipt
 7 logs?
 8 A Not one.
 9 Q Did he provide you with any ledger
 10 showing money that came in, money that was
 11 spent, anything like that?
 12 A Not one.
 13 Q All right.
 14 A We even -- we even requested -- if
 15 he had the month before that he -- you know, he
 16 took over in August. We asked for July, the
 17 very -- that very first month before that we
 18 took over. He said he didn't have -- didn't
 19 have -- any -- any receipts.
 20 Q Okay. Did he have any explanation?
 21 A No, sir.
 22 Q All right. Now, in your
 23 calculations of unreported -- or non-reported
 24 rent, did you take the leases and the receipts
 25 you found --

1 A Yeah.
 2 Q -- and compare them to one another?
 3 A On a spreadsheet.
 4 Q And the spreadsheets.
 5 A That -- that was the first thing I
 6 did.
 7 Q All right. Is that where it -- is
 8 that where these figures came from?
 9 A Yes, sir.
 10 Q All right. Let me ask you -- you
 11 show a non-reported rent and that shows
 12 incorrect rent and missed payments. What is
 13 that? What -- what is that category?
 14 A Which one now?
 15 Q Non-reported rent, incorrect rent
 16 shown and missed payments.
 17 A That would be like, if -- if their
 18 receipts show one -- one amount.
 19 Q Okay.
 20 A The lease would show another --
 21 MR. BLEDSOE: Your Honor, I'm going
 22 to object -- I'm going to object to that.
 23 THE COURT: Before we get into
 24 that --
 25 MR. BLEDSOE: Receipts --

1 THE COURT: For a housekeeping
 2 matter, these receipts are --
 3 MR. BARTH: Are six.
 4 THE COURT: -- are defendant's
 5 number six.
 6 MR. BLEDSOE: I'm objecting to them
 7 as hearsay, Your Honor. He got these from
 8 tenants. He says that's hearsay. Those are not
 9 his documents. He has no knowledge of those
 10 documents. He got them from tenants. And the
 11 tenants are not here to testify. That is a
 12 hearsay.
 13 MR. BARTH: Those are.
 14 THE COURT: Those are signed -- they
 15 were signed by -- just a minute.
 16 MR. BARTH: Those are -- those are
 17 documents that were provided to the people by
 18 the plaintiff. And we can go through every one
 19 of them and identify the signatures at the
 20 bottom.
 21 THE COURT: Okay.
 22 MR. BARTH: And if -- I can --
 23 MR. BLEDSOE: Not -- not the
 24 defendant -- not the plaintiff's signature, Your
 25 Honor.

1 THE COURT: You testified that
2 Wallace was the girlfriend.
3 MR. BARTH: Yes, sir. And if you --
4 and I can -- you know, I can show you in the
5 deposition.
6 THE COURT: I've already -- I've
7 already seen it when I read the materials
8 beforehand and the summary judgment motion. I'm
9 going to let these in.
10 MR. BARTH: Then, Your Honor, I
11 would show you that that is Mr. Brown's
12 signature.
13 THE COURT: Okay.
14 MR. BARTH: He signed some, the
15 girlfriend signed some.
16 THE COURT: Okay. You can
17 cross-examine them all on these, but I'm going
18 to let them in in evidence, defendant's number
19 six. In your position, Mr. Barth, does these --
20 these receipts match the -- the payments that
21 you claim are not on the ledger?
22 MR. BARTH: Correct.
23 THE COURT: Okay. Fair enough. I
24 wanted to make sure of that before we get into
25 this last section. You were asking a question,

1 then there was an objection on this non-reported
2 rent -- incorrect rent shown and missed payments
3 line, so go ahead and proceed on that.
4 MR. BARTH: All right.
5 (Defendant's exhibit number 6
6 marked for identification.)
7 By Mr. Barth:
8 Q Your figures -- you show 28,154
9 dollars of non-reported rent, which you claim is
10 incorrect rent and missed payments.
11 A Yes, sir.
12 Q All right. And where did that
13 information come from?
14 A Carroll Brown's -- Carroll Brown's
15 monthly rental income summary reports to Marion
16 Baker, to me, many instances throughout the
17 years where he would report a tenant being late
18 for a month or more and then start reporting
19 income again in future months without being --
20 without there being an eviction.
21 Q And let me ask you -- let me stop
22 you right there. And were there make-up
23 payments to make up the back payments?
24 A No, never received one.
25 Q Okay. And did you ever ask

1 Mr. Brown about that?
2 A Maybe once or twice and he said that
3 he was working with them on it. They -- they
4 would get behind and he would try to work with
5 them to -- to help out.
6 Q All right. Now, we have just a few
7 of these same ones. The same tenants that we
8 talked about a few minutes ago.
9 A Yes, sir.
10 Q Let me -- I want to ask you a couple
11 of questions. Look at Richard Williams, which
12 is lot 1.
13 A Yes, sir.
14 Q The -- this lease was signed in '06,
15 wasn't it?
16 A Yes, sir.
17 Q All right. And looking at the front
18 sheet on this -- on Mr. Brown's spreadsheet, how
19 much does he show as being the monthly rent?
20 A On the beginning, 350 dollars.
21 Q 350 dollars. Have you seen the
22 lease? Did he turn that lease over to you?
23 A It was -- it was strange -- when we
24 beg for it, I couldn't get it.
25 Q Couldn't -- all right. You didn't

1 get that one?
2 A No, sir.
3 Q All right. And part of the
4 receipts -- there's a receipt right there.
5 What -- what rent is Mr. Richard Williams
6 paying? And this is 10/14/06. What does he
7 pay?
8 A 500.
9 Q 500. And what does your spreadsheet
10 show?
11 THE COURT: And what year?
12 THE WITNESS: 350.
13 MR. BARTH: '06.
14 THE COURT: '06.
15 THE WITNESS: And that was signed by
16 Carroll, that receipt.
17 MR. BARTH: That receipt.
18 By Mr. Barth:
19 Q Okay. And that says 10/1 of '06 to
20 11/1 and shows the rent at 500 dollars.
21 A Yes, sir.
22 Q And again, what did he report to
23 you?
24 A 375 -- I mean, I'm sorry. 350.
25 Q 350.

1 A Uh-huh.
 2 Q Okay.
 3 A It says right here, if I can -- if I
 4 may read it. Read this all out?
 5 Q Well, it depends on -- let me see.
 6 A It just kind of says the same thing,
 7 but that's even -- there's more confusion.
 8 Q All right. Were you ever shown
 9 any -- any records of -- of why the rent was 500
 10 and you were being reported --
 11 A No, sir. I didn't even realize that
 12 until after the lawsuits filed against me. And
 13 like I say, I tried to compare what he had --
 14 Richard Williams gave me, versus the spreadsheet
 15 and it didn't match.
 16 Q All right. And in 2017, his rent
 17 was increased, wasn't it?
 18 A That's right.
 19 Q And it was increased from 350 to
 20 what?
 21 A 425.
 22 Q To 425.
 23 THE COURT: 2017?
 24 MR. BARTH: Yes, sir.
 25 By Mr. Barth:

1 A Yes, sir.
 2 Q All right.
 3 THE COURT: What lot number?
 4 MR. BARTH: This is lot number 11.
 5 And we've got receipts from this lady showing
 6 that she paid -- she paid a total of about 1,800
 7 dollars between March and June of 2020.
 8 By Mr. Barth:
 9 Q Was any of that produced for you on
 10 spreadsheets?
 11 A No, sir.
 12 Q Do you know where that money went?
 13 A No, sir.
 14 Q And whose signatures are on them?
 15 That's --
 16 A Some of Carroll's and some of
 17 Chastity's.
 18 Q Chast-- Chastity? Yes?
 19 A Yes, sir. Yes, sir.
 20 Q Okay. Were you able to find an
 21 eviction anywhere --
 22 A No, sir.
 23 Q -- for this lady?
 24 A No, sir.
 25 Q All right. Now, Kim --

1 Q And the receipts we have showed what
 2 payments? It showed what amount during those
 3 months.
 4 A 495.
 5 Q All right. And --
 6 A Which included 70 dollar late fees.
 7 Q Okay. 70 dollar late fees.
 8 A That's right. Not the 350, which
 9 was reported on the spreadsheet.
 10 Q Okay. All right. Well, let's
 11 move to -- let's move to the next one. Tommy
 12 Century, lot 2, 2017.
 13 THE COURT: Lot number what?
 14 MR. BARTH: It's lot number 2. Give
 15 me one second. Because I think we talked about
 16 that one.
 17 THE COURT: You already talked about
 18 that one.
 19 MR. BARTH: Yeah.
 20 THE COURT: Yeah. Okay. All right.
 21 Lot 24, Adrienne Simon. Talked about that one
 22 also.
 23 By Mr. Barth:
 24 Q All right. Let me ask you a couple
 25 of questions about Shawntel Boyd, okay?

1 THE COURT: Why -- why is that in
 2 that category and not in the first one because
 3 we went over Boyd before.
 4 MR. BARTH: It should be in the
 5 first one, Your Honor, but I don't know why the
 6 1,800 dollars was not included in the other
 7 money.
 8 THE COURT: Okay. So your theory is
 9 the same on that. You've got receipts. It's
 10 not on the ledger.
 11 MR. BARTH: Correct.
 12 THE COURT: Okay. All right. Fair
 13 enough.
 14 MR. BARTH: And Kim Rooker, Your
 15 Honor, is the exact same thing for a grand total
 16 of 2,350. And none of it reported on the
 17 spreadsheets.
 18 THE COURT: Have him explain how you
 19 came up with that.
 20 MR. BARTH: Okay.
 21 By Mr. Barth:
 22 Q Go to Kim Rooker, please. Lease was
 23 signed in October of 2016, correct?
 24 A Yes, sir.
 25 Q How much was the monthly rent?

1 A 425 dollars.
 2 Q All right. And when somebody comes
 3 in, do they pay for the month, do they also pay
 4 a security deposit?
 5 A Yes, sir.
 6 Q All right. And do you know -- do
 7 you know how much was shown on your spreadsheet
 8 in '16 for this lady? This is Lot 8.
 9 A He said the first month's security
 10 was paid on 10/2 of 2016. Same day the lease
 11 was signed, total 850 dollars.
 12 Q Okay. And you have receipts that
 13 show what? Was this shown on your spreadsheet?
 14 A No, sir.
 15 Q Now, there's 2017, '18 and '19 and
 16 half of '20. They show the rent as what for
 17 this lady, Kim Rooker?
 18 A Looks like 400 dollars.
 19 Q 400 dollars. But what was the lease
 20 rent? Four and a quarter? This Lot 8.
 21 A Yes, sir.
 22 Q All right. He was showing 400?
 23 A Yes, sir.
 24 Q Okay. Any idea why the lease said
 25 425 and he showed 400? Do you know where the 25

1 dollars --
 2 A No, sir.
 3 Q Okay. Tyesha Stephens. It's lot
 4 22. We got the same issue with there? Lease
 5 says 425 and he reports 400?
 6 A Yes, sir.
 7 Q Okay. And then there's three months
 8 on lot 22 that Tyesha Stephens didn't pay at
 9 all.
 10 A That's right.
 11 Q All right. Did you find any
 12 eviction records?
 13 A No, sir.
 14 Q Did you find any of the make-up
 15 payments of that 1,200 dollars?
 16 A No, sir.
 17 Q Lot 23, Ms. Starnes.
 18 A Yes, sir.
 19 Q She has a lease of February 1 of
 20 '19, right?
 21 A Yes, sir.
 22 Q And after the lease is signed --
 23 what is the lease rent? What does the contract
 24 call for?
 25 THE COURT: What lot number?

1 MR. BARTH: Lot number 23. And this
 2 is Ms. Starnes.
 3 THE COURT: We've already done
 4 Starnes.
 5 MR. BARTH: Well, this is -- these
 6 are not missed payments. This was short.
 7 THE WITNESS: Showed 500 dollars.
 8 MR. BARTH: All right.
 9 By Mr. Barth:
 10 Q That's what your spreadsheet showed?
 11 A That's right.
 12 Q All right. And do you know what
 13 the -- the rent was supposed to be according to
 14 the lease?
 15 A 525.
 16 Q All right. And do you -- that's
 17 from --
 18 A 2019 --
 19 Q Through?
 20 A -- July 2020.
 21 Q So when you guys took it back
 22 over --
 23 A Yeah.
 24 Q -- when you took it back over --
 25

1 A That's right.
 2 Q -- that would be -- how many months
 3 is that -- 17 -- 17 months at 25 dollars a
 4 month.
 5 A Yes, sir.
 6 Q Did you ever ask -- did you ever ask
 7 Carroll why these numbers were off?
 8 A I -- I didn't have the leases to
 9 compare it to.
 10 Q Okay.
 11 A I kept asking for the, and never --
 12 never received one.
 13 Q Okay. When you tally up what we
 14 have for non-reported rent based on these
 15 numbers --
 16 A Yes, sir.
 17 Q -- what's -- what's your total?
 18 A \$7,699.68. And the --
 19 THE COURT: Say that again.
 20 THE WITNESS: \$7,699.68 plus the --
 21 that was missed payments. And then correct
 22 monthly payment in rental reported was
 23 \$20,454.84. The total for both of those is
 24 \$28,154.52.
 25 By Mr. Barth:

1 Q And have you been provided any
2 records by Mr. Brown to show where -- where any
3 of this money went?

4 A No, sir. The only thing I got was
5 the money on the spreadsheet.

6 Q You got spreadsheet, leases and then
7 the receipts from the tenants?

8 A That's right.

9 Q All right. And when you took back
10 over the place, what -- what records, if any,
11 were you given?

12 A We finally got some lease agreements
13 and --

14 Q Okay.

15 A -- but -- but no -- no -- no copies
16 of any payments or anything.

17 Q Okay.

18 THE COURT: What was the number on
19 Ms. Starnes again?

20 MR. BARTH: Ms. Starnes, 17 months
21 at 25 dollars a month, Your Honor.

22 THE COURT: What's that?

23 MR. BARTH: 425.

24 THE COURT: Okay. Thank you.

25 By Mr. Barth:

1 Q All right. There is -- there is an
2 entry for the maintenance -- the maintenance
3 fund. Can you tell the judge what the
4 maintenance fund is?

5 A Part of Carroll's duty as agent was
6 to collect gross rents, to accurately record and
7 report and dispense -- disperse a percentage of
8 the managers. And Carroll Brown and owner, me
9 and a percentage of the upkeep maintenance fund.

10 Q All right. Tell -- tell me what the
11 fund was -- was for. What was supposed to
12 happen?

13 A It was for ongoing business like
14 taxes, insurance, material costs, if -- for
15 repairs, utilities. We had some street
16 lights --

17 Q Right.

18 A -- that covered that. And it was
19 supposed to cover -- cover everything outside of
20 that, even the evictions and stuff like that.

21 Q All right. And at any point, did
22 Mr. Brown provide any receipts whatsoever about
23 where he spent any of the money over all these
24 years?

25 A No, sir.

1 Q Were we able to even look through
2 his bank records and find it?

3 A Yes, sir.

4 Q All right. Where was this
5 maintenance money going?

6 A It was in an account at First
7 Citizens Bank. With him -- his name was on it
8 and his daughter's name, Kayla, was also on
9 there.

10 Q She was on the same account.

11 A Yeah.

12 Q And according to Mr. Brown's
13 deposition, he was -- that money was going into
14 his personal account as was the money from his
15 mobile home part?

16 A That's right. That's right.

17 Q All right. Were we able to
18 determine what expenses were actual maintenance
19 versus his personal expenses?

20 A No, sir. There was a bunch of
21 different ones in there.

22 Q All right. Now looking at his
23 spreadsheet for -- really all we have is 2020,
24 right?

25 A Yes, sir.

1 Q All right. We -- he didn't provide
2 any other records, did he?

3 A No, sir.

4 Q All right. How -- how much did he
5 tell you was left in the maintenance fund?

6 A \$42.48.

7 Q \$42.48?

8 A Yes, sir.

9 Q And the balance that we believe
10 should have been in there was 5,943 dollars?

11 A That's right.

12 MR. BLEDSOE: Objection --
13 objection. Leading and he hasn't established a
14 foundation.

15 MR. BARTH: He's right.

16 THE COURT: And do that if you don't
17 mind, please.

18 MR. BARTH: Yeah. Yes, sir.

19 By Mr. Barth:

20 Q On the seven month spreadsheet -- on
21 the seven month spreadsheet -- see that?

22 A Yes, sir.

23 Q All right. What --

24 THE COURT: What -- spreadsheet is
25 that?

1 MR. BARTH: This is the seven months
2 of 2020.
3 THE COURT: 2020?
4 MR. BARTH: Yes, sir.
5 By Mr. Barth:
6 Q This would have been the last one he
7 provided to you, correct?
8 A Yes, sir.
9 Q All right. And it shows that he had
10 collected how much?
11 A 13,009 dollars.
12 Q All right. And out of that 13,009
13 dollars, he said that 42 dollars was left?
14 A Yes, sir.
15 Q All right. Well, why -- why isn't
16 your calculation 13,000 minus 42? Do we know
17 what he spent?
18 A No, sir.
19 Q Okay. Why is the amount different?
20 Why are you willing to give him credit for some
21 of the money being spent?
22 A Wasn't -- wasn't much I could do
23 about it. It was al-- already gone and he told
24 me that's all he had.
25 Q All right.

1 A He didn't have any records to prove
2 anything in the end.
3 Q Were you able to find what you know
4 he was required to pay for street lights and
5 insurance?
6 A Yes, sir.
7 Q All right. And is that -- you gave
8 him credit for that?
9 A Yes, sir.
10 Q Because you know he paid that --
11 A Six --
12 Q -- didn't you?
13 A 600 dollars -- 609 dollars a month
14 for street lights and insurance.
15 Q Okay. And so that -- the
16 calculation is --
17 A We took that out.
18 Q You took that out.
19 A Gave him credit for it.
20 Q And the difference is how much?
21 A It could be anywhere from the
22 minimum to the maximum.
23 Q Okay.
24 A The maximum would be 8,746 dollars.
25 The minimum would be 5,943.67. And actually

1 that, Greenmont Properties had to pay for it
2 because that -- we -- were in the seventh month.
3 Q Right.
4 A And the taxes weren't due until the
5 end of the year. We had to pay the rest of
6 those taxes out of our -- out of our money.
7 Q Out of your money?
8 A Yeah, D.H.B.
9 Q All right. And so the ave-- the --
10 A And that was 3,143 -- 41.33.
11 Q Okay. So the figure you've included
12 here, the 5,943 dollars, that's -- that's the --
13 A The minimum.
14 Q Okay. Now, we're going to get --
15 let me ask you about a couple that are a lot
16 more complicated.
17 A Okay.
18 Q Okay? You have one called
19 failure -- failure to maintain the unit. We
20 know --
21 THE COURT: We won't -- before we
22 get into that, can we take a bathroom break?
23 MR. BARTH: Yeah.
24 THE COURT: All right. That last
25 one was the January/July 2020 maintenance fund.

1 MR. BARTH: Yes, sir.
2 THE COURT: And then we're going to
3 get into the failure to maintain --
4 MR. BARTH: Yeah.
5 THE COURT: -- the units right now.
6 Since you said it's going to be complicated,
7 let's take a little bathroom break.
8 MR. BARTH: Okay.
9 THE COURT: Okay.
10 MR. BARTH: All right.
11 (Whereupon, a break was taken
12 from the proceedings.)
13 THE COURT: All right. Well, we --
14 we're going to pick back up on num-- the fourth
15 line item on your thing.
16 MR. BARTH: Actually, I'm going --
17 I'm not -- I'm going to go to the two short ones
18 and knock them out. You know --
19 THE COURT: Okay.
20 MR. BARTH: -- if that's okay.
21 THE COURT: Fair enough. Well,
22 let's go back on the record. And we've taken a
23 break. And Mr. Baker, just remember you're
24 still on vote.
25 COURT REPORTER: Yes, sir.

1 By Mr. Barth:
 2 Q All right. You showed 9,752 for
 3 tires and axles. Can you explain to the Court
 4 what that is and where that figure came from?
 5 A When the mobile home was
 6 purchased -- mobile home was purchased by Marion
 7 Baker and me, it was transported to the mobile
 8 home park. The axle and tires came with the
 9 mobile homes. Very few exceptions.
 10 MR. BLEDSOE: You know, he's been
 11 reading most of his testimony.
 12 THE COURT: It's -- it's fine. He
 13 can do that. People do that all the time in
 14 court.
 15 THE WITNESS: The home was then
 16 removed by Carroll Brown due to set up. Marion
 17 Baker knew that there was --
 18 MR. BARTH: Hang on, hang on. Let
 19 me -- let me do it this way.
 20 THE WITNESS: Okay.
 21 By Mr. Barth:
 22 Q Did you ask Mr. Brown about the
 23 axles?
 24 A Yes, sir.
 25 Q They were not on the homes anymore?

1 A That's right.
 2 Q All right. And the value of the
 3 ones that were not returned --
 4 A Yes, sir.
 5 Q -- is --
 6 A 9752 dollars.
 7 Q All right.
 8 A That's tires, axles --
 9 Q Okay. And --
 10 A -- and wheels.
 11 Q All right. Damage to land is 900
 12 dollars. What is that?
 13 A Carroll had three -- three mobile
 14 homes on my -- on my land and -- you know, when
 15 all this transpired and he wanted to get them
 16 off. Had no problem with that. They were his.
 17 Never did deny that. Never tried to hold them.
 18 Mr. Lane called Mr. Bledsoe and told him that we
 19 wanted to get -- that Carroll wanted to get them
 20 off. I had no problem. I said, the only thing
 21 I wanted to do is be notified and I want to be
 22 there. And Mr. Lane assured me that Mr. Bledsoe
 23 agreed to that. And also one day, somebody
 24 called me and said, you won't be --
 25 MR. BLEDSOE: Objection. Objection.

1 A No, sir.
 2 Q All right. When you asked him about
 3 those, what did he tell you happened to them?
 4 A He said he had some at his house.
 5 He'd used some to move some of his mobile homes.
 6 Q Okay.
 7 A And he'd loaned some of them out.
 8 Q All right. And did he ever return
 9 any of them to you?
 10 A About five of them. Yes, sir.
 11 Q About five. And out of --
 12 A That last line, I didn't --
 13 shouldn't be in there. He didn't -- I did
 14 remember him returning about five to me.
 15 Q All right. And how many should
 16 there have been? Well, let me ask you this.
 17 You've got 25 mobile homes in the park.
 18 A Yeah.
 19 Q How --
 20 A Some -- some of them carried three,
 21 some of them carried two axles on it. Some of
 22 them carried three, some of them carried four,
 23 according to the length of them.
 24 Q All right. What -- and five we know
 25 were returned.

1 THE COURT: I'm going to overrule --
 2 I mean, I'm going to sustain it.
 3 THE WITNESS: So when I got to the
 4 mobile home park, I was never called or
 5 contacted. When I heard about it, I immediately
 6 went there.
 7 By Mr. Barth:
 8 Q And what did you find?
 9 A Cables cut, wires cut, the -- the
 10 tie-downs were just cut and there were just
 11 holes dug and it took off. And they -- they
 12 just demolished it.
 13 Q Okay. And 900 dollars is what it
 14 cost to repair?
 15 A That's what it cost us to -- to put
 16 it back, which was a bargain.
 17 Q Okay. All right. Now let's go to
 18 the -- skip back a little bit to the failure to
 19 maintain units. You've already testified that
 20 you guys funded maintenance with 25 percent of
 21 the gross revenue. Is that right?
 22 A Give me one second. What page are
 23 you on?
 24 Q It's -- I don't know. Just -- am I
 25 right --

1 A I got --
 2 Q Am I right that you -- you guys
 3 withheld 25 percent of the gross revenues --
 4 A Yeah.
 5 Q -- to keep in the maintenance fund?
 6 A Yes, sir.
 7 Q All right. And what were the
 8 maintenance monies supposed to fix and repair?
 9 A Any type of materials and stuff
 10 might need for the mobile home part, the lights,
 11 insurance -- property insurance, mobile home
 12 insurance.
 13 Q How about the mobile homes
 14 themselves?
 15 A Yes, sir.
 16 Q Was it supposed to do anything with
 17 those?
 18 A The repair -- whatever the materials
 19 we needed to repair them --
 20 Q Okay.
 21 A -- to keep them up -- up to date.
 22 We -- when we first put them in the -- in the
 23 park, we made sure they were just right. We --
 24 we put anything they needed --
 25 Q Okay.

1 A Yes, sir.
 2 Q Do you know what happened to her?
 3 A She said that she kept warning
 4 Carroll that the floor --
 5 MR. BLEDSOE: Objection.
 6 By Mr. Barth:
 7 Q Okay. What happened to her?
 8 A She fell through the floor.
 9 Q She fell through the floor.
 10 A Yes, sir.
 11 Q And she got hurt and filed a claim.
 12 A Yes, sir.
 13 Q All right. And did your insurance
 14 have to take care of that?
 15 A Yes, sir. The insurance company
 16 called Carroll --
 17 Q Okay.
 18 A -- and he --
 19 MR. BLEDSOE: Objection.
 20 MR. BARTH: You can't talk about
 21 what other people said.
 22 THE WITNESS: Okay. I'm sorry. I'm
 23 sorry.
 24 MR. BARTH: Okay.
 25 By Mr. Barth:

1 A -- the carpet, linoleum -- they --
 2 they were good to go.
 3 Q All right. And over time, they
 4 needed repairs.
 5 A Yes, sir.
 6 Q All right. Why do you think that
 7 Mr. Brown failed to maintain it? When you took
 8 it back over in August of 2020, what -- what
 9 problems did you find?
 10 A We found mold. Windows broke out.
 11 Roofing and ceiling -- we had people that had --
 12 had buckets in the -- in the house to catch
 13 water and stuff like that. Sub-flooring -- they
 14 would -- they would almost fall through it. The
 15 commode was rocking in one of them. The commode
 16 was cracked. The -- the bathtubs were -- were
 17 sealed with a ply-- fiberglass like a patch
 18 job. And there was -- it was electrical issues.
 19 A.C. and heat wouldn't work. It -- it was -- it
 20 was pretty bad.
 21 Q Let me ask you this. One of the --
 22 one of the homes, a lady got hurt --
 23 A Yeah.
 24 Q -- and filed an injury claim, didn't
 25 she?

1 Q Did insurance pay the lady and take
 2 care of that claim?
 3 A Yes, sir.
 4 Q All right. Now, when you took it
 5 back over in August of 2020 --
 6 A Yes, sir.
 7 Q -- how many homes had to be
 8 immediately tended to? You had 25 in the park.
 9 A Yes, sir.
 10 Q Correct?
 11 A Yes, sir.
 12 Q All right. And when you first took
 13 it over --
 14 A Five.
 15 Q Okay. How many were vacant?
 16 A Three.
 17 Q How many were --
 18 A I'm sorry.
 19 Q Yeah.
 20 A Had three and two -- two were
 21 occupied.
 22 Q Two were occupied.
 23 A Yes, sir.
 24 Q All right. And for those homes,
 25 what had to be done to them?

- 1 A At least 100 dollars.
 2 Q At least 100 dollars?
 3 A At least.
 4 Q Why do you think that was the rent
 5 you -- that was all you could get? Why did you
 6 think that?
 7 A Carroll mentioned one time, we had a
 8 lower clientele of people --
 9 Q Okay.
 10 A -- in our mobile home park and
 11 that's why we were a little cheaper. But the --
 12 they were in pretty -- pretty bad shape. I --
 13 you know -- and the ones that we compared to
 14 were -- were kept up real well.
 15 Q Okay.
 16 A That -- that had to be the
 17 difference.
 18 Q And you believe that was the
 19 difference?
 20 A Oh, yes, sir.
 21 Q All right. And that's how you
 22 came -- 100 dollars per unit per month?
 23 A At least 100 dollars. Yes.
 24 Q All right. And that's where the
 25 100,507 came from?

- 1 income and the other one reported less than what
 2 you all actually received as income, didn't it?
 3 A That's what Carroll said.
 4 Q That's what you said too, isn't it,
 5 in your deposition?
 6 A That's what Carroll told me. They
 7 were too far of that, yes.
 8 Q And part of it was to put cash in
 9 your pocket, right?
 10 A Yes, sir.
 11 Q Okay.
 12 A Which I reported.
 13 Q Well, I understand you claim you
 14 did. So there were two spreadsheets. So we
 15 don't know which spreadsheets you're using, do
 16 we?
 17 A Yes, sir.
 18 Q You do?
 19 A Yes, sir.
 20 Q Which one?
 21 A I use -- I use the one -- the lower
 22 one.
 23 Q The lower one?
 24 A Yes, sir.
 25 Q Okay.

- 1 A Yes, sir.
 2 Q All right. Now, I know this is a
 3 legal question and not one for you, but are you
 4 also asking for prejudgment interest on any
 5 money the Court finds to be due?
 6 A Yes, sir.
 7 MR. BARTH: All right. Now, if you
 8 would, answer any questions Mr. Bledsoe has --
 9 THE WITNESS: Okay.
 10 MR. BARTH: -- for you. Okay.
 11 MR. BLEDSOE: Let me take a break
 12 and speak with --
 13 MR. BARTH: Okay.
 14 MR. BLEDSOE: -- Carroll first.
 15 (Whereupon, a break was taken
 16 from the proceedings.)
 17 THE COURT: Mr. Bledsoe, you may
 18 cross examine Mr. Baker.
 19 MR. BLEDSOE: Thank you.
 20 CROSSEXAMINATION
 21 By Mr. Bledsoe:
 22 Q Mr. Baker, there were actually two
 23 spreadsheets, weren't there?
 24 A Yes, sir.
 25 Q One showed and reported actual

- 1 A Yes, sir. I have every one of them
 2 taken off that.
 3 Q All right. So you didn't -- you
 4 didn't show the one that reported actual income,
 5 did you?
 6 A Not on this one.
 7 Q Correct?
 8 A No, we want to be accurate with
 9 what -- what we had.
 10 Q Okay. All right.
 11 A On -- on this, I want to be accurate
 12 on what we reported was -- was actually the
 13 money?
 14 Q You just said it was the lower one.
 15 That's what you just testified to.
 16 A Yes, sir.
 17 Q Which is the one that didn't show
 18 the full income, correct?
 19 A I think now...
 20 Q That's what you just testified to,
 21 Mr. Baker.
 22 A Yes, sir.
 23 Q All right.
 24 A I'm -- I'm -- I'm trying to
 25 review -- review this.

1 Q All right. Let's talk about this
 2 unreported late fees.
 3 A Yes, sir.
 4 Q You testified you don't know how
 5 many there were, do you? Correct?
 6 A No, sir. No way to tell.
 7 Q All right. You don't know.
 8 A No, sir. That never --
 9 Q You don't know how many he collected
 10 or how many he didn't collect, correct?
 11 A No, sir.
 12 Q All right.
 13 A I know I -- I never received any
 14 late fees.
 15 Q But you don't know if he collected
 16 any or not, do you?
 17 A I know he collected some.
 18 Q Some?
 19 A Yes, sir.
 20 Q How do you know that?
 21 A He said sometimes he'd get five or
 22 ten dollars from them or something like that.
 23 Q Five or ten dollars.
 24 A Yes, sir.
 25 Q Okay. That's far cry from 55,973

1 dollars, isn't it?
 2 A Yes, sir.
 3 Q All right.
 4 A But by -- by his -- his lease, it
 5 told what -- what he was collecting. And the
 6 receipts I had showed you that people did pay
 7 late fees.
 8 Q Those receipts you got were for
 9 rent, not late fees.
 10 A But they added late fees on some of
 11 them.
 12 Q No, they didn't.
 13 MR. BARTH: Don't argue with him. I
 14 move to strike it, Your Honor.
 15 THE COURT: All right. You can ask
 16 him if they had them or not.
 17 By Mr. Bledsoe:
 18 Q Do you show any late fees on any of
 19 those receipts? What you did was extrapolate
 20 years 2020 to years 2023 and multiply that out
 21 to come up with your 55,000 dollars, didn't you?
 22 Mr. Baker?
 23 A Yes. I'm trying to find this.
 24 Q That's what you testified to. So
 25 you just made a -- basically an estimate, didn't

1 you?
 2 A Yes, sir. That's what -- that's
 3 what we agreed to the whole time.
 4 Q All right. So you don't know what
 5 the unreported late fees were in an amount, if
 6 there were any, do you?
 7 A We did an estimate. We had to
 8 give --
 9 Q You made an estimate?
 10 A We -- we didn't have any -- any
 11 receipts from Carroll on any of this stuff. We
 12 had to go back --
 13 Q All right.
 14 A -- to what we were talking about.
 15 Q But you made an estimate?
 16 A Yes, sir.
 17 Q Okay. All right. On the pet fees,
 18 how many pets were there?
 19 A Only three by this.
 20 Q All right. But you figured 29,
 21 didn't you?
 22 A Yes, sir.
 23 Q But there were only three.
 24 A We estimated because we couldn't
 25 get -- couldn't get receipts from Carroll.

1 Q All right. So you estimated 29, but
 2 there were only three by records, correct?
 3 A That's right.
 4 Q All right. So that's a far cry from
 5 2,900 dollars, isn't it?
 6 A That's just a long time, too long a
 7 period in there.
 8 Q All right. This non-reported rent,
 9 prorated rent in new tenants, 115,000 dollars.
 10 And you went through Mr. Tommy Century, Adrian
 11 Simon, Latasha -- Lashonta Shannon, Aliyah
 12 Davis, Chardonmay Jackson and a number of
 13 others. And that's a -- when you add those up,
 14 it's a far cry from 115,000 dollars, isn't it?
 15 A Yes, sir.
 16 Q All right. Again, you estimated
 17 that, didn't you?
 18 A That's what we -- we talked about
 19 that in the formula.
 20 Q All right. You estimated it with a
 21 formula.
 22 A Yes, sir.
 23 Q Okay.
 24 A The formula we got from Carroll, how
 25 much his rent was paid and how much --

1 Q He gave you a formula?
 2 THE COURT: Let -- let him finish
 3 his answer.
 4 THE WITNESS: On the -- we went by
 5 spreadsheet how many occupants he had in the
 6 trailer.
 7 By Mr. Bledsoe:
 8 Q And you just went through a number
 9 of them and you came up with way less than
 10 115,000 dollars, didn't you?
 11 A How's that question again?
 12 Q All right. You started out with
 13 Tommy Century, Adrian Simon and you went through
 14 a number of them.
 15 A Oh, yes, sir.
 16 Q And you came up with far less than
 17 115,000 dollars when you add those up. Isn't
 18 that true?
 19 A Where did the 115,000 come from?
 20 Q It came from you.
 21 A I'm not sure of the question.
 22 Q The question is when you add up
 23 those tenants that you gave us in your testimony
 24 as to the fees they paid or -- or the rent they
 25 paid, you came up with far less than 115,000

1 A No.
 2 Q All right. So you were just
 3 guessing?
 4 A Estimating.
 5 Q Estimating. Okay. You estimated
 6 it.
 7 A What -- I -- I had to take what he
 8 could give me.
 9 Q So \$5,943.67 is an educated guess,
 10 right?
 11 A I'd say the formula we used was
 12 pretty reliable.
 13 Q Uh-huh. A formula. Okay. But you
 14 don't have any records to show that.
 15 A I -- I had only what he gave me, the
 16 spreadsheets a few weeks of that later.
 17 Q Uh-huh. All right.
 18 THE WITNESS: Can I -- can I say
 19 something?
 20 THE COURT: No, you just answer your
 21 questions, please.
 22 THE WITNESS: I'm sorry. I'm sorry.
 23 By Mr. Bledsoe:
 24 Q All right. You got a -- had a
 25 nephew named Randy Baker, didn't you?

1 dollars.
 2 A Yes, sir. Yes, sir.
 3 Q All right.
 4 A We went back to the thing -- the --
 5 the formula.
 6 Q Again, it was speculative, wasn't
 7 it?
 8 A Probably, you -- probably -- you
 9 could probably say that.
 10 Q Okay. All right.
 11 A But we were going by what we had,
 12 the spreadsheet. If we could have got the -- if
 13 we could have got that rent receipts book of the
 14 receipts, we -- it could have told us. I had to
 15 dig for the rest of them.
 16 MR. BLEDSOE: That's nonresponsive
 17 and I move to strike.
 18 THE COURT: Fair enough.
 19 By Mr. Bledsoe:
 20 Q All right. On the maintenance fund,
 21 you got 5,943 dollars down there, but again, you
 22 don't know how much he spent on maintenance, do
 23 you?
 24 A Never gave me a receipt.
 25 Q All right. You don't know?

1 A Yes, sir.
 2 Q He died.
 3 A Oh, nephew, yes, sir.
 4 Q All right. Mr. Baker had problems,
 5 didn't he? Randy Baker.
 6 A Oh, yes, sir.
 7 Q Drug problems.
 8 A Yes, sir.
 9 MR. BARTH: Your Honor, I -- I
 10 object. This is a damages --
 11 MR. BLEDSOE: I -- I -- I -- just
 12 wait a minute. I'm coming to something.
 13 THE COURT: What are you getting at?
 14 MR. BLEDSOE: That Mr. Baker is the
 15 one who sold the axles and tires to get drug
 16 money.
 17 THE COURT: I think that's -- that's
 18 fair game. Just don't get into anything that --
 19 THE WITNESS: First I've heard of
 20 that.
 21 THE COURT: -- he's involved with.
 22 Just stick with that.
 23 THE WITNESS: Where -- where did he
 24 get them from?
 25 THE COURT: Just answer his

1 question.
 2 THE WITNESS: I'm sorry.
 3 By Mr. Bledsoe:
 4 Q The tires and axles were on the
 5 property, weren't they?
 6 A Five of them.
 7 Q How do you know there were only
 8 five?
 9 A I counted them. Carroll -- Carroll
 10 brought them up there to dump them -- dump them
 11 off.
 12 Q You know what he did with the rest
 13 of them?
 14 A No, sir.
 15 Q All right. All right. Now, this
 16 failure to maintain the units, again, you had
 17 five units that needed repair. You repaired
 18 those and then you multiplied it by 23 times to
 19 come up with your 222,000 dollar figure, didn't
 20 you?
 21 A Yes, sir.
 22 Q So again, that's a formula you used.
 23 A That's right.
 24 Q Didn't have actual expenses,
 25 correct?

1 didn't you?
 2 A Yes, sir.
 3 Q That spreadsheet showed you how much
 4 rent you're all collecting, right?
 5 A Yes, sir. Uh-huh.
 6 Q If you felt it was too low, you
 7 could do something about it, couldn't you?
 8 A Yes, sir.
 9 Q But you didn't.
 10 A We talked about it. That's when
 11 Carroll told me they had lower -- less than
 12 desirable rent -- rentals in there. That's what
 13 we were gonna -- probably what we could get.
 14 Q So then, you felt you couldn't get
 15 any more than what you were getting, right?
 16 A Until I found out what the mobile
 17 homes were -- the conditions they were in. Then
 18 I -- I understood why we were getting lower.
 19 Q And again, you estimated that,
 20 didn't you?
 21 A Yes, sir.
 22 Q All right. Again, it's speculation.
 23 Educated guess, right?
 24 A I don't think it was a educated
 25 guess. We used -- the formulas look pretty --

1 A On which one?
 2 Q Maintain the units, 222,000 dollars.
 3 You don't have any records for that.
 4 A We got receipts of that.
 5 Q Where are they?
 6 A They're being -- well, we got them.
 7 Q You don't have them here today. And
 8 again, you estimated, didn't you?
 9 A Estimated 221?
 10 Q You estimated 222,000 dollars based
 11 on five units that needed repair and you
 12 multiplied it by 23.
 13 A For the rest of them, yes. But if
 14 we had the five, we got actual costs on those.
 15 Q Yeah. And you estimated the other
 16 23, correct?
 17 A Yes, sir.
 18 Q All right. All right.
 19 A Based on those five.
 20 Q But not actual expenses, correct?
 21 A Possible.
 22 Q Possible. Okay. All right. Now,
 23 this lower than market rent.
 24 A Yes, sir.
 25 Q You got a spreadsheet every month,

1 pretty good.
 2 Q The formulas look pretty good.
 3 Okay.
 4 A Yes, sir. When we based it on
 5 everything that came off the spreadsheet.
 6 Everything was based off of that. We just
 7 didn't pull them out of the air.
 8 Q So you used a spreadsheet to
 9 determine what the rent should be.
 10 A Oh, you're talking about just the
 11 rent. No, sir. I know I -- you were talking
 12 about speculating on the rest of it.
 13 Q No. I'm talking about the lower
 14 than market rent you're claiming.
 15 A Yes, sir.
 16 Q 100,000 dollars.
 17 A Yes, sir.
 18 Q But you knew what the rent was,
 19 didn't you?
 20 A Yes, sir.
 21 Q Okay.
 22 A And I found --
 23 Q You could have changed it if you
 24 wanted to.
 25 A I found what we were renting wasn't

1 up to par with what the other people were
 2 getting for theirs, so that answered that.
 3 Q After the fact?
 4 A Yes, sir.
 5 Q Okay.
 6 A I had no reason to check. I trusted
 7 Carroll.
 8 Q Well, you knew what the rent was?
 9 A I know, but I said that I didn't
 10 know the condition of the mobile homes that were
 11 in until after that.
 12 Q How many mobile homes did you
 13 actually check?
 14 A Most of them.
 15 Q Most of them?
 16 A Yes, sir.
 17 Q But not all of them?
 18 A No, sir.
 19 Q Okay. When you say most, what are
 20 we talking about, five, ten?
 21 A No, probably 15, 18.
 22 Q Uh-huh. You rarely went to the
 23 mobile home park, did you?
 24 A Yes, sir. I trusted Carroll.
 25 Q Okay. All right. The non-reported

1 rent, 28,000. Again, you came up with some
 2 figures, but it doesn't add up to 28,000
 3 dollars, does it?
 4 A No, sir. We used the same formula.
 5 Q Used the same formula?
 6 A Yes, sir.
 7 Q Okay. Again, you estimated it.
 8 A Yes, that's all we had to work with
 9 was the spreadsheet.
 10 Q Okay. All right. You have no
 11 records to prove it, correct?
 12 A I got some -- I got some receipts
 13 from some of the tenants that showed they were
 14 different.
 15 Q Right. Some of them.
 16 A Yes, sir. That -- that's all I
 17 could get. I had none --
 18 Q Okay.
 19 A -- Carroll did not give me not one.
 20 MR. BLEDSOE: All right. That's all
 21 I have, Your Honor.
 22 THE COURT: Any re-direct?
 23 MR. BARTH: Just one.
 24 RE DIRECT EXAMINATION
 25 By Mr. Barth:

1 Q The cash he's talking about, how
 2 much money are you talking about a month?
 3 A Probably 300 dollars.
 4 Q Okay.
 5 MR. BLEDSOE: And I will back up on
 6 that if I can.
 7 By Mr. Barth:
 8 Q And you reported it?
 9 A I reported it and I did use the high
 10 spreadsheet.
 11 Q Okay.
 12 A I was confused on that a while ago.
 13 THE COURT: What were you referring
 14 to?
 15 MR. BARTH: John -- asking him about
 16 a different set of books, so he could put cash
 17 in his pocket.
 18 THE COURT: Okay.
 19 MR. BLEDSOE: Let me ask you one --
 20 one -- a couple other questions.
 21 THE COURT: Did you have anything
 22 else?
 23 MR. BLEDSOE: No.
 24 THE COURT: Okay. Go ahead.
 25 FURTHER CROSS EXAMINATION

1 By Mr. Bledsoe:
 2 Q Mr. Baker --
 3 A Yes, sir.
 4 Q -- the actual profit margin to you
 5 was 42.5 percent, correct?
 6 A Yes, sir.
 7 Q So you've got 541,445.49. This is
 8 just total damages, but you would only be
 9 entitled to 42.5 percent of that, correct?
 10 A That's a good -- I -- I got left
 11 over. What was left over, I had to go back
 12 and -- and invest a bunch of money to -- to
 13 recover all -- some of this.
 14 Q Mr. Baker?
 15 A Yes, sir.
 16 Q You're only entitled to 42.5 percent
 17 of the profits, correct?
 18 A That's right.
 19 Q All right. So you'd only be
 20 entitled to 42.5 percent of his damages,
 21 correct?
 22 A The -- the destruction of the mobile
 23 home park was so bad, I had to reinvest money
 24 back in there. So that -- you know, that --
 25 that should be 42.5 unless he's going to kick in

1 the rest of it to fix them back up.
 2 MR. BLEDSOE: That's not responsive.
 3 I believe it is --
 4 MR. BARTH: I believe it is
 5 responsive.
 6 THE COURT: Okay. Do you want to
 7 ask him anything in follow up to that?
 8 (Off-the-record discussion.)
 9 By Mr. Bledsoe:
 10 Q The rental income you received paid
 11 for the repairs you made, correct?
 12 A Say again. I'm sorry.
 13 Q The rental income you received from
 14 the park --
 15 A Yes, sir.
 16 Q -- paid for the repairs you had to
 17 make.
 18 A Yes, sir.
 19 Q Okay.
 20 A It took -- taken a while to get back
 21 there.
 22 MR. BLEDSOE: Okay. That's all I
 23 have.
 24 THE COURT: You're still on hold.
 25 Mr. Barth, would you mind asking him again, when

1 how Carroll was paid every month.
 2 A That's right.
 3 Q He was paid that percentage.
 4 A For managing.
 5 Q And you were paid that percentage as
 6 the owner.
 7 A That's right.
 8 Q Okay.
 9 A And the maintenance.
 10 Q And the maintenance.
 11 A Under the maintenance, that come out
 12 every time and that was to upkeep the park.
 13 Q Okay.
 14 A Costs of the park.
 15 MR. BARTH: Okay.
 16 THE COURT: All right.
 17 FURTHER CROSSEXAMINATION
 18 By Mr. Bledsoe:
 19 Q It was originally 45, 35, 20,
 20 correct? But y'all didn't have enough money in
 21 maintenance, so you had to change it to 42.5,
 22 35.5, 25.
 23 A Carroll came to me and told me, he
 24 said, we're a little bit short now on the -- on
 25 the maintenance and everything with the other

1 Mr. Bledsoe brought up the percentage issue and
 2 what he would be entitled to? Get him to
 3 explain your answer to that, if you don't mind?
 4 MR. BARTH: I don't.
 5 FURTHER REDIRECT
 6 By Mr. Barth:
 7 Q Do you have a spreadsheet over
 8 there?
 9 A You know, I don't.
 10 Q I'll get it from the court reporter.
 11 I think it is number four. Mr. Baker, let me
 12 get you to take a look at our exhibit number 4.
 13 See that?
 14 A Yes, sir.
 15 Q These are the spreadsheets.
 16 A Yes, sir.
 17 Q All right. And at the bottom of the
 18 spreadsheet, what does it -- what does it say?
 19 A The manager's part is 35 percent.
 20 My -- my part as owner is 45 percent.
 21 Q All right. And the balance was the
 22 20 -- the piece going into the upkeep?
 23 A That's right. The upkeep and
 24 maintenance.
 25 Q Okay. So you guys agreed this is

1 stuff. And they said -- he said, I'll kick in
 2 some if you kick in some. I said, that's fine.
 3 No problem at all.
 4 Q All right. So -- so originally
 5 the -- the money y'all were setting aside for
 6 maintenance wasn't enough to pay for the
 7 maintenance, right?
 8 A That's right, but that's the figure
 9 Carroll came up with.
 10 Q All right.
 11 A And I agree -- I readily agreed to
 12 go up on it. Ain't had no problem with that.
 13 MR. BLEDSOE: All right. That's all
 14 I have.
 15 THE COURT: Let me ask the lawyers a
 16 question. We'll kind of do this backwards a
 17 little bit during the testimony since we're
 18 non-jury, if you will. Explain that to me. Are
 19 you saying that any expenses or anything that
 20 were incurred, no special use, for example,
 21 repairs or anything, are you saying 100 percent
 22 of whatever I've determined is -- is your
 23 client's damages or is there some issue about
 24 percentages between the two of them in sharing
 25 these costs?

1 MR. BARTH: We think it's all
2 damages. And the reason for that is Mr. Bledsoe
3 has made a big deal out of estimates, but you
4 can't hide the records and try to take advantage
5 of it. So everything had to be estimated. And,
6 you know, yes, we're -- we're claiming that's
7 the money.

8 THE COURT: I guess, what I'm
9 getting at is let's say we're not estimating.

10 MR. BARTH: Okay.

11 THE COURT: We know what expenses
12 are. We know what everything is. Are they
13 sharing in these expenses --

14 MR. BARTH: No, sir.

15 THE COURT: -- on these -- on these
16 or is he paying it as the owner? I know your
17 position. I know they've got a different
18 position in the lawsuit. But as far as this
19 default matter is -- and what the judge found,
20 is he, as the owner, is he having to pay 100
21 percent and incurring 100 percent of the
22 expenses with any repairs or anything else?

23 MR. BARTH: He's incurring 100
24 percent of it.

25 THE COURT: Okay.

1 MR. BARTH: And the reason he's
2 incurring 100 percent of it is because -- and
3 you'll see it from the spreadsheet, Your Honor,
4 when he turned it over, there was no money in
5 it. And our testimony is the homes were pieces
6 of junk because the work hadn't been done. He
7 has to do it all.

8 THE COURT: Okay. And Mr. Bledsoe,
9 your position as to what went on that?

10 MR. BLEDSOE: That his -- he's only
11 entitled to 42.5 percent because that's -- that
12 was their agreement.

13 THE COURT: Okay. With that, tell
14 me this, since you still have your complaint
15 pending, would that not be an issue for the
16 Court later when you go to court to argue
17 partnership and all of that?

18 MR. BLEDSOE: Uh-huh.

19 THE COURT: So is that before me
20 today to determine issues of partnership?
21 Because --

22 MR. BARTH: No, sir.

23 THE COURT: -- the judge has already
24 ruled on summary judgment as to this. And I'm
25 assuming if you went to court and was able to

1 prove that, then you would have a credit back or
2 an offset back against any award that would be
3 given here.

4 MR. BARTH: Right.

5 THE COURT: Am I right on that?

6 MR. BLEDSOE: Right.

7 THE COURT: Okay. Because your
8 claim is still preserved.

9 MR. BLEDSOE: Right. That's
10 correct.

11 THE COURT: I don't think that's
12 within my jurisdiction.

13 MR. BARTH: It actually says in
14 the -- in the order of summary judgment, Your
15 Honor, that the issue of partnership or not is
16 for the jury.

17 THE COURT: Okay. Fair enough. I
18 wanted to make -- make sure of that. Let me see
19 if I've got any questions for him before -- any
20 other questions for him before he -- as a
21 witness?

22 MR. BARTH: No.

23 THE COURT: Let me ask him. I've
24 got some notes here.

25 EXAMINATION

1 By The Court:

2 Q Mr. Baker, just make sure all my
3 notes are correct. On the late fees, my
4 understanding is that 100 percent of your
5 computation on the late fees was done using a
6 formula.

7 A Yes, sir.

8 Q Correct? Because you didn't have
9 any of the -- you didn't have any of the
10 numbers, right?

11 A That's right.

12 Q Okay. The pet fees, as I understand
13 it, were 100 dollars nonrefundable. You have
14 only record at to three and the rest was using
15 the formula.

16 A That's right.

17 Q Okay. The non-reported rent -- all
18 of those that we went through, 1, 2, 3, 4, 5, 6,
19 7, 8, 9, 10, 11, 12, 13, 14, looks like about 14
20 tenants. Those are the ones that you have a
21 record showing payment and -- and -- and a
22 corresponding entry or nonentry in your ledger.

23 A Yes, sir.

24 Q Okay. And then the rest of it was
25 done using your formula.

- 1 A Yes, sir.
 2 Q Okay. And then, just to make sure,
 3 I'm going to skip over to the non-reported rent,
 4 incorrect rent, missed payments. Those, if I
 5 understand that correctly, you're saying that,
 6 on most occasions, 25 dollars was collected less
 7 than what they were supposed to be paying? Or
 8 tell me -- explain that to me, the incorrect
 9 rent, missed payments. When we were talking
 10 about 425 versus 400, or 500 versus 525, what's
 11 that extra 25 dollars you're talking about?
 12 A Which one is that on?
 13 Q That -- that's on the 28,000
 14 dollar -- 154, where you talk about missed
 15 payments and incorrect rent. I want to make
 16 sure I'm understanding --
 17 A Yes, sir.
 18 Q -- how you came up -- let me give
 19 you an example. Like, I'm going to use --
 20 A Yes, sir.
 21 Q -- Mr. or Ms. Rooker, whoever this
 22 person is --
 23 A Okay.
 24 Q -- on Lot 8. I had on here 425
 25 versus 400. Are you saying they paid 400

- 1 dollars, but they should have paid for 425?
 2 A On that particular, yes.
 3 Q Okay. Do you know where that --
 4 and -- excuse me. I'm losing my voice. And --
 5 and do you know where that extra 25 dollar a
 6 month went?
 7 A No, sir.
 8 Q Okay. And the number like, for
 9 them, I have 2,350 dollars. That is over a
 10 period of months times 25 dollars. Is that how
 11 you came up with that? And do you have records
 12 of that?
 13 A Yes, sir. And all that we have is
 14 the receipt we got from the tenant.
 15 Q Okay. And that's in this stack of
 16 documents here.
 17 A That's right.
 18 Q And the receipt would be less than
 19 what the lease amount said they should have
 20 paid?
 21 A Yes, sir.
 22 Q So you're saying that not enough
 23 money was collected from them?
 24 A That's right.
 25 Q Okay.

- 1 A And that got compared to what she
 2 paid by her rent receipt versus this receipt.
 3 Q Okay. And the only ones that we
 4 have are Boyd, Rooker, Stevens and Starnes and
 5 then a little bit for Williams, if I'm reading
 6 this correct. And then the rest of it you used
 7 your formula. Is that right?
 8 A Yes, sir.
 9 Q Okay. And the one with Williams
 10 kind of added up if you started looking at it
 11 all over.
 12 A Right.
 13 Q And then -- hold onto those just a
 14 minute. I did want to ask you about the
 15 maintenance fees, this maintenance fund, the
 16 13,009 dollars. Are you saying that was the
 17 balance at the start of the year or the amount
 18 that was collected during that 2020?
 19 MR. BARTH: That's the entry on the
 20 spreadsheet. I'll show you the last one, 2020,
 21 that Mr. Brown provided for the seven months.
 22 Yes, sir.
 23 By The Court:
 24 Q Okay. So if I'm reading that
 25 correctly, the 13,000 -- 13,009 was money that

- 1 came in?
 2 A Yes, sir.
 3 Q Okay. And then when you computed
 4 how much would have been spent, do you know --
 5 do you have some fixed costs that are the same
 6 every month that has to be paid out of this?
 7 A Some of them would be.
 8 Q How much is that?
 9 A I'm not sure.
 10 Q Give me a general estimate.
 11 A Give me a second. So you need a
 12 estimate just your fixed costs.
 13 Q Yeah. I mean, is that fund only --
 14 when -- when you say maintenance, is that for
 15 repairs or are there certain other things that
 16 every month you have to pay?
 17 A Property taxes.
 18 Q Okay.
 19 A Insurance.
 20 Q Sure.
 21 A Mobile home taxes, mobile home
 22 insurance.
 23 Q Okay. Do you know how much that is
 24 per month?
 25 A No, sir. I sure don't.

1 Q Okay. That's fine. I'm fine on the
2 tires and axles, the damage to the land -- I
3 didn't understand, I know it's only 900 dollars,
4 but I didn't understand the -- these -- who --
5 who's cutting these wires and cables and all
6 this stuff?
7 A Carroll's people that move the
8 mobile homes.
9 Q You talking about a contractor or
10 somebody that came out there to move a mobile
11 home?
12 A Yes, sir.
13 Q Okay.
14 A He hired -- he hired people to move
15 them and they -- they didn't hurry, so they're
16 just cutting everything up. I mean, I got pipes
17 up and sewage lines and just tore up.
18 Q Okay.
19 A And there's pictures of that.
20 Q All right. And hold that -- hold
21 that thought there and I'm going to come back to
22 it in just a minute.
23 A Okay.
24 Q On the failure to maintain units,
25 were all -- how old were these mobile homes?

1 Q Okay. But being the owner, which is
2 your position, that would come out --
3 A Yes, sir.
4 Q -- of your money, right?
5 A Oh, yes.
6 Q Okay. So how is it -- I mean, this
7 is almost a quarter of a million dollars. How
8 is it that he's responsible -- your position,
9 that he's responsible for that -- that sort of
10 money when these units are depreciating and
11 needing repair all along? What did he do -- or
12 what are you claiming that he do or didn't do,
13 that caused this number to be different than
14 what it would normally be?
15 A When -- when we first started the
16 mobile home park, he and I agreed we were going
17 to fix them up real nice. You know, whatever
18 they needed. You know, people -- ready -- ready
19 to move in. That's what we started with.
20 That's what I paid for, out of my pocket, to
21 have them done that way. He was supposed to
22 maintain them to that. He didn't. They -- they
23 were -- a lot of them were junk.
24 Q Okay. Well, how do you know that --
25 I guess, what I'm getting at is, how -- how do

1 A When we first got them?
2 Q I mean, in -- in --
3 A Yeah.
4 Q -- 2020, how old were they?
5 A They -- they ranged probably from --
6 I would think, mid-eighties to maybe
7 mid-nineties.
8 Q Okay.
9 A Maybe late-nineties.
10 Q And would -- is it correct that
11 if -- and I'm trying to get your -- your
12 argument here on --
13 A Yes, sir.
14 Q -- why this is his responsibility.
15 A Right.
16 Q Maintaining these units, if you had
17 been told something needs to be fixed, you would
18 have had to pay to fix it?
19 A Yes, sir.
20 Q Okay. So if he came to you and
21 said, this unit needs a new floor, you'd have to
22 pay the money to get a new floor?
23 A He -- he just did all that. He had
24 the maintenance fee, so if he needed to fix it,
25 he was supposed to fix it.

1 you relate that to his not doing his job versus
2 just normal wear and tear of a mobile home of
3 that age over a period of time?
4 A A lot of it wasn't no -- normal wear
5 and tear, like the roof leaking, the -- the
6 floor sagging, the air conditioning not working,
7 the refrigerators, all that stuff. That -- you
8 know, that -- that wasn't the wear and tear.
9 Most of the time, we had them fixed up good
10 enough and you'd go back and paint on them and
11 carpet and linoleum and keep them up and -- and
12 they -- they're good for a long time. Even the
13 same ones there right now are like new.
14 Q Okay.
15 A That they -- that we fixed them up.
16 They -- they like they were when I first started
17 the park with Carroll. They -- they look good.
18 Q As far as the market rent -- I'm not
19 going to ask you anything about that. I
20 understand that.
21 THE COURT: All right. Any
22 questions in response to mine? I've asked
23 enough questions. Any response --
24 MR. BARTH: No, sir.
25 THE COURT: Any questions of him in

1 response to anything I asked?
 2 MR. BLEDSOE: No.
 3 THE COURT: Okay. All right. Thank
 4 you, Mr. Baker.
 5 THE WITNESS: Thank you, sir.
 6 THE COURT: I appreciate it. And
 7 are you ready, John, to call your first witness?
 8 MR. BARTH: I'm -- I'm going to call
 9 Mr. Brown.
 10 THE COURT: Okay.
 11 MR. BARTH: As my first witness.
 12 THE COURT: That's right. I forgot
 13 to ask you because it's still your case.
 14 MR. BARTH: Yes, sir.
 15 THE COURT: Before you do that, any
 16 other evidence with this witness that you want
 17 to introduce in here?
 18 MR. BARTH: No.
 19 THE COURT: Okay. And I think we've
 20 got -- got everything noted here.
 21 MR. BARTH: Yes, sir.
 22 THE COURT: Okay. All right.
 23 You're entitled to do that. I'm sorry, I
 24 skipped ahead.
 25 MR. BARTH: It's okay.

1 were collected by you, none of that went to
 2 Mr. Baker?
 3 A That's correct.
 4 Q Okay. And whatever money did come
 5 in, you basically used the First Citizens
 6 account that you and your daughter had jointly.
 7 Isn't that right?
 8 A Yes, sir.
 9 Q And you deposited money from your
 10 mobile home operation as well as Humpty Dumpty
 11 into that one account?
 12 A Yes, sir.
 13 Q And you and I went over tons of
 14 expenses and you couldn't tell me whether it was
 15 personal or which mobile home park. Isn't that
 16 true?
 17 A Most of them.
 18 Q Most of them. All right. Now, as
 19 you were operating the mobile home park, you --
 20 you had to keep some kind of records on receipts
 21 or ledgers or deposits or late fees or whatever,
 22 wouldn't you?
 23 A I wrote receipts.
 24 Q I understand. And when the mobile
 25 home park was turned back over to Mr. Baker in

1 THE COURT: Okay. Mr. Brown, would
 2 you let the court reporter swear you in, please?
 3 COURT REPORTER: Do you swear or
 4 affirm the testimony you that give today will be
 5 the truth, the whole truth and nothing but the
 6 truth.
 7 THE WITNESS: I do.
 8 COURT REPORTER: Thank you.
 9 DIRECT EXAMINATION
 10 By Mr. Barth:
 11 Q Give me your full name, please.
 12 A Carroll D. Brown.
 13 Q And you're the plaintiff in this
 14 action?
 15 A Yes, sir.
 16 Q All right. And you ran the mobile
 17 home park from when you -- it opened in 2006
 18 until you turned it over in 2020?
 19 A Yes, sir.
 20 Q All right. Isn't it true that
 21 whatever late fees were collected by you, not a
 22 nickel of it went to Mr. Baker? Isn't that
 23 true?
 24 A Yes, sir.
 25 Q All right. And whatever pet fees

1 July -- at the end of July in 2022, you didn't
 2 have a single receipt you could show him or give
 3 him, did you?
 4 A No, sir. I had got pretty pissed
 5 off, you might say, with it. And I got rid of
 6 everything. I got -- just pissed off.
 7 Q All right. Well, let me ask you
 8 this. How is it fair that you are -- you are
 9 questioning Mr. Baker's numbers and his -- his
 10 estimates and all of that when you're the one
 11 that destroyed all the evidence? How is that
 12 fair?
 13 A I gave him the spreadsheet of what
 14 we collected.
 15 Q I understand.
 16 A Actually, two spreadsheets.
 17 Q I understand that. And you've
 18 already told me you gave him no receipts, gave
 19 him no records of any late fees because you
 20 didn't share that with him. Gave him no records
 21 of any pet fees because you didn't share that
 22 with him. Had -- you had records on who you
 23 evicted and when they caught up their rent. You
 24 had all that, didn't you?
 25 A I have some -- some documents.

- 1 Q Okay. And you didn't turn any of
2 that over to Mr. Baker or us, did you?
3 A I turned contracts over to you.
4 Q Okay. You turned a few leases in,
5 right?
6 A Yes, sir.
7 Q All right. And some you didn't turn
8 over. Isn't that right?
9 A I turned in my -- my debit
10 statements from the bank.
11 Q I understand. And that --
12 A And my taxes.
13 Q All right. The debt -- number --
14 I'll ask you about the taxes. There is no
15 separate income shown on your tax return for
16 Humpty Dumpty, is there?
17 A It's combined -- combined income for
18 the mobile homes.
19 Q So we can't look at your tax return
20 and tell a single thing about how much money
21 came from the mobile home park to you, can we?
22 A No, sir.
23 Q All right. And the bank account
24 you're talking about, we looked at that and you
25 and I went through it forever, didn't we?

- 1 Q Correct? All right. And in 2020,
2 you collected the 13,000 in half a year, which
3 means there'd be another 13,000 in the pot at
4 the end of the year if your numbers are right.
5 Isn't that true?
6 A No, sir. I had to pay insurance
7 monthly.
8 Q Okay. Why was there no money left
9 if you had 13,000 in seven months?
10 A Well, during COVID and I had a tough
11 time during that -- them several months. I was
12 doing repairs and wasn't getting rent in. It
13 was just a tough time for us between -- what,
14 April to June. They froze evictions and it
15 was -- people was taking a lot of advantage of
16 that and wasn't getting much from it.
17 Q Okay. Well, the records that we had
18 asked for were like, ledgers. You remember --
19 you know, this money came in that day. This was
20 a late fee. This was a deposit and a first
21 month's rent. This money went to fix the floor
22 in one of those mobile home parks. At some
23 point, did you have that information?
24 A I did not document every screw and
25 nail I used.

- 1 A Yes, sir.
2 Q All right. And your daughter put
3 her pet grooming money in there, right?
4 A That's one entry -- just one single
5 entry.
6 Q All right. And then there were
7 charges for campground golf carts and Netflix
8 and all that in that very same account, right?
9 A Yes, sir.
10 Q All right. And so there wasn't any
11 question about the fact that you could not
12 document for us any maintenance money you spent,
13 right?
14 A I could document some.
15 Q Some? How much over the 15 years?
16 A Well, I do a per annual 13,300
17 dollars.
18 Q Okay. What -- that's what?
19 A Insurance, taxes, street lights --
20 Q That --
21 A -- I can document -- that's
22 documented.
23 Q Okay. You can document that.
24 That's the fixed cost.
25 A Yes, sir.

- 1 Q All right. How about the rest? How
2 about every nickel that came in and went out?
3 Did you have a ledger for that?
4 A No, sir. I had one -- I had some
5 little document, but I got rid of it, as I said.
6 Q All right. And now you think that's
7 fair to criticize Mr. Baker for trying to put
8 the numbers back together when you destroyed
9 them?
10 A Well, I said Marion could ask for
11 any documents at any given time. He never asked
12 for one.
13 Q Okay. He trusted you, didn't he?
14 A I guess so. I trusted him too, but
15 look where that got me.
16 Q All right. Well, you didn't share
17 the late fees. You didn't share the pet fees.
18 And sometimes you showed the incorrect rent and
19 collected more than the receipt. You collected
20 more than was shown on the spreadsheet, right?
21 A It depends on what spreadsheet you
22 used.
23 Q Whichever one you gave us.
24 A He had two. He said he used the
25 lower one.

- 1 Q All right. Do you know how much
2 money that you took and didn't turn over to
3 Mr. Baker? Do you have any idea over the 15
4 years?
5 A No, sir.
6 Q Okay. And -- and there's no way to
7 prove it because you destroyed the records,
8 correct?
9 A Yes, sir.
10 Q All right. The old leases from way
11 back and the old receipts, whatever they were,
12 you had those, didn't you?
13 A Probably not, but they're real old.
14 Q You didn't keep that kind of stuff?
15 A Not too long.
16 Q How about receipts, how long did you
17 generally keep those?
18 A Really didn't have no timeframe, I
19 mean...
20 Q Well, when you tore them up or
21 destroyed them, however you did, how much did
22 you tear up? How much -- how much was it?
23 A I don't know that.
24 Q How many years?
25 A I don't know.

- 1 Q And you do know that these -- you've
2 looked at them, haven't you?
3 A Yes, sir.
4 Q All right. And these were ones that
5 they were able to find the tenants for, right,
6 and get receipts?
7 A I guess so.
8 Q All right. And at least one shows a
9 pet fee, so we know you got some.
10 A I -- I --
11 Q Some of them --
12 A -- agree we had three pet fees.
13 Q Okay. And some of the -- some of
14 the monthly rent amounts -- well, there --
15 there's a rent in '07 that shows a -- shows a
16 late fee, but you didn't put that in the
17 spreadsheet, did you?
18 A I'm not sure. That's '07. I can't
19 remember that far.
20 Q You want your spreadsheet?
21 A I don't try to -- again, I don't
22 know which one you're handing me. I don't know
23 if this is an amended one or the original one.
24 Q Well, it's the one we got into
25 evidence.

- 1 A Well, I gave -- I gave Marion two
2 per month.
3 Q Well, look --
4 A You should have two sets of -- of
5 spreadsheets.
6 Q All right. I'm not looking at that
7 one. I don't know which one I'm looking at.
8 Well, you --
9 A I cannot testify to this.
10 Q You prepared them.
11 A But they're not labeled.
12 Q Did you --
13 A They're not labeled being amended or
14 the actual.
15 Q Did you prepare these?
16 A I did prepare them.
17 Q All right. And you prepared one for
18 seven months at the -- before you turned the --
19 A I prepared two.
20 Q All right. Well, look at that one.
21 Is that accurate or not?
22 A I cannot say -- I cannot testify to
23 that. I don't know which one you brought me.
24 Q Well, take a look at it.
25 THE COURT: Look at it.

- 1 MR. BARTH: That's what I want you
2 to do.
3 THE COURT: Look at the document and
4 just answer the question.
5 THE WITNESS: What do you want me to
6 look at?
7 By Mr. Barth:
8 Q I want you to tell me if it's
9 accurate or not.
10 A I can't tell you that.
11 Q Did you prepare that document?
12 A I did.
13 Q All right. And you're telling me
14 you can't --
15 A I can't tell you if this is the
16 actual or the amended one.
17 Q You didn't think that would be
18 important when you're in the middle of a
19 lawsuit?
20 A I mean, I'm sure it's important, why
21 you didn't bring both of them? It should have
22 been important to you -- I'm -- I'm thinking.
23 Q It's a --
24 A Because he said he knew --
25 THE COURT: Mr. Brown --

1 MR. BARTH: Answer --
 2 THE COURT: -- answer the question.
 3 MR. BARTH: You answer the
 4 questions, please.
 5 THE WITNESS: Marion testified he
 6 used the lower spreadsheet for his damages.
 7 By Mr. Barth:
 8 Q You got some es--- you got some
 9 information and some proof that he's not being
 10 truthful?
 11 A Whether he's truthful or not, he
 12 said that.
 13 Q I'm asking you, do you have any
 14 evidence to show us that says that's not
 15 truthful?
 16 A I mean, what that he just used --
 17 used the lower spreadsheet that's not truthful
 18 or what?
 19 Q Yeah. That's what I want to know.
 20 You got evidence that says he was lying about
 21 that? Whatever he said?
 22 A I mean, if he's using that,
 23 that's -- that's inaccurate information.
 24 Q Okay.
 25 A I don't under--- understand -- I

1 ain't sure I just -- I probably don't understand
 2 what you're trying to tell me. I just said
 3 there's two sets of spreadsheets and we only got
 4 one.
 5 Q What I'm trying -- what I'm trying
 6 to find out is how do we know that anything you
 7 have said is truthful when you destroyed all the
 8 records? That's what I want to know.
 9 A Well, I just -- I made it what I
 10 made it. I got this and that's all I know.
 11 Q Okay.
 12 A That's what I got.
 13 Q And the stuff we're complaining
 14 about with rent payments not matching receipts,
 15 late fees not being deposited, pet fees not
 16 being deposited, 15, 16, 20,000dollars a year in
 17 maintenance fees disappearing and you can't
 18 document any of it, can you?
 19 A Well, I can show some maintenance to
 20 have done.
 21 Q Can you show me 15, 20,000 dollars a
 22 year?
 23 A I can't show -- probably can't show
 24 that because I did a lot of work that -- that I
 25 didn't document down.

1 Q Well, where'd the money go? Did you
 2 pay yourself?
 3 A It went to the mobile homes. It
 4 went to the mobile homes.
 5 Q Did you pay yourself for work?
 6 A I got -- I got my percentage out of
 7 it.
 8 Q Did you take any money out of the
 9 maintenance fee for you for the work you did?
 10 A No, sir. I -- I used every bit.
 11 Q All right. And how do we know that?
 12 A Well, my bank account showed it at
 13 the end of the month. I don't have any left.
 14 Q You got two mobile home parks.
 15 A Yes, sir.
 16 Q And we couldn't tell which is which
 17 from your records, could we?
 18 A Some of it was good, not -- not all.
 19 Q At the time you got teed off and
 20 tore up the records, how many old leases did you
 21 have? How many years back?
 22 A I'm not sure.
 23 Q Five? Ten?
 24 A I can't give you a number.
 25 Q Give me a range.

1 A Can't give you a number.
 2 THE COURT: He's calling for a
 3 guess.
 4 MR. BLEDSOE: That's his answer. He
 5 says he can't give a number.
 6 MR. BARTH: All right.
 7 By Mr. Barth:
 8 Q Tell me this. Do you have any proof
 9 whatsoever, any documentary proof, any
 10 testimony, any -- anything that the numbers we
 11 put into evidence aren't accurate?
 12 A I mean, it's crazy numbers. But I
 13 don't know how you come up with some kind of
 14 formula, but --
 15 Q I understand.
 16 A -- these is -- is crazy numbers.
 17 Q All right. Well, tell me what's
 18 wrong with them. Tell me what you can prove
 19 otherwise.
 20 MR. BARTH: I think that's an
 21 original, Roger. Yeah.
 22 By Mr. Barth:
 23 Q Just tell -- tell me what numbers
 24 you have proof that these are not right.
 25 A Well, I'm sure if you go back and

- 1 report up -- at the actual late fees on this --
 2 in these -- the actual right spreadsheet, it
 3 would never end up at 55,973 dollars.
 4 Q You know that?
 5 A In any kind of formal fashion.
 6 Q Well, that's a guess, isn't it?
 7 That's a total --
 8 A I mean, y'all --
 9 Q -- and complete guess.
 10 A -- could have went and added these
 11 L's up in here and come up -- come up with a
 12 number way less than this. I mean, it's right
 13 there, L's.
 14 Q You got any records?
 15 A Right here. If this -- if it's the
 16 actual one.
 17 Q Okay. And how about rent that
 18 wasn't -- when -- when you collected a full
 19 month for a new tenant that moved in in the
 20 middle of the month, how's that shown on the
 21 spreadsheet?
 22 A I -- I may have not collected it. I
 23 don't know.
 24 Q We've got --
 25 A I probably put the full month at the

- 1 end. I may have made a mistake because I was
 2 making two spreadsheets. Arbitrarily, I had to
 3 make an extra spreadsheet.
 4 Q Okay. Is it true that the cash that
 5 Marion was getting was 200 or 300 bucks a month?
 6 A No, sir. It's not true.
 7 Q Okay.
 8 A It is true he wasn't getting that
 9 initially.
 10 Q Okay. And you think he was getting
 11 more later?
 12 A Yes, sir. I know he was. I don't
 13 think.
 14 Q All right. So we know -- just take
 15 it piece by piece, you had the records on late
 16 fees, but you -- well, you didn't ever have
 17 records on what you collected, correct?
 18 A I've got it on the paper, but that
 19 doesn't necessarily mean I collected them.
 20 Q Okay.
 21 A It means they were late.
 22 Q I understand. Do you -- you don't
 23 have any records to say how much you collected
 24 and didn't share with Mr. Baker, true?
 25 A No, sir.

- 1 Q That's not true?
 2 A I'm sorry.
 3 Q It is true, isn't it? You have no
 4 records.
 5 A That's true.
 6 Q Okay. The maintenance fund, you
 7 have no documentary evidence or -- or testimony
 8 as to where that kind of money went every year
 9 except those few fixed expenses we talked about,
 10 right?
 11 A I can prove some. I don't know --
 12 in -- not necessarily the timeframe, but...
 13 Q Well, that's 15 years.
 14 A Oh, 15 years?
 15 Q Yeah.
 16 A Well, I can -- I can say a couple of
 17 things I did was pretty expensive.
 18 Q How much would -- how much should be
 19 in that account to pay the -- the bills and
 20 maintenance each year?
 21 A I'm not sure what you're asking me
 22 there -- what?
 23 Q How much money would you expect to
 24 be in the spreadsheet at the end of the year to
 25 pay all these? And this -- I'll just go to -- I

- 1 don't know, just arbitrarily 2013, you showed
 2 22,600.
 3 A 2013?
 4 Q Yeah.
 5 A 22,600 --
 6 Q And two dollars.
 7 A And two dollars.
 8 Q Yep. Next year, 24,974 dollars.
 9 A Yes, sir. Which --
 10 Q Any -- any documentation of where
 11 that money went?
 12 A Some.
 13 Q Upkeep, maintenance next year,
 14 25,316.
 15 A Yes, sir.
 16 Q Okay. They're all 20, 22, 23,
 17 24,000, right? And you don't have a single
 18 thing to prove where that money went, do you?
 19 A Not true.
 20 Q Okay. What do you have?
 21 A 13,300 dollars a year out of that
 22 fund went to taxes, insurance and street lights.
 23 Q Okay. Where'd the other eight or
 24 nine go?
 25 A If you break that down per month,

1 how much would that leave me per month to work
2 with?
3 Q Don't know.
4 A About seven and -- around 800 a
5 month.
6 Q Okay.
7 A To keep up 25 units.
8 Q Okay. Can you explain to me why
9 Richard Williams was paying 495 in rent and 350
10 was shown on the lease? Why is that?
11 A I think it went up to 375 eventually
12 after --
13 Q It did? But it didn't go up to
14 \$495, did it? Why is it different?
15 A Well, when you asked me in my
16 deposition about any leases that could be
17 questionable.
18 Q Uh-huh.
19 A I said, yes, one.
20 Q And which one was it?
21 A And that was Richard Williams.
22 Q Okay. And what's questionable about
23 that one?
24 A Richard is a -- he's been a tenant
25 of mine -- he started -- he was the first tenant

1 says 495, 70 of it in late fees, it's not going
2 to say 70 traded out, is it?
3 A It's not going to say traded out,
4 no.
5 Q It's going to say 70 dollars.
6 A I done gave him -- I gave him a
7 receipt in lieu of the cash and rent. And I'm
8 pretty sure he still helps at the park from what
9 I see when I go by there. I see water and
10 bushes and everything else.
11 Q Leticia Starnes, her lease says 525
12 a month, but you recorded the entire time 500 a
13 month. Why is that?
14 A I'm not sure about that. It could
15 have been a mistake or this could be the wrong
16 document. I don't know.
17 Q For two years, it's a mistake?
18 Taisha Stephens, the lease rent four and a
19 quarter. You showed 400. She's got receipts
20 for four and a quarter. Why -- I mean -- do you
21 understand why we don't trust your numbers?
22 A I can understand that, but...
23 Q All right. Well, explain the
24 differences to me. Explain why the receipts say
25 one thing and the lease says another.

1 at the park and he actually rented a personal
2 property from me before that. He moved.
3 Q Okay.
4 A We were pretty good friends. He was
5 on a fixed income.
6 Q Okay.
7 A So he would help me a lot around the
8 park. Under the table money, I would call it.
9 Q Okay.
10 A He'd do -- paint and clean up. He
11 actually had went to Marion's residence and did
12 clean up around there. And I would trade him in
13 lieu of rent for his work.
14 Q Well, my question is, though, his
15 monthly rent was four and a quarter.
16 A He was dragging with the rent. I
17 can answer that.
18 Q All right.
19 A He was dragging the rent. And I
20 went ahead and charged him a late fee on it
21 because I was getting work out of him.
22 Q You charged --
23 A It wasn't actually cash. It wasn't
24 actually cash.
25 Q So when I look at the receipt that

1 A When did Taisha Stephens start
2 renting?
3 Q She started renting in -- I don't
4 see a -- I don't see a lease date on that one.
5 But she moved in March of whatever year that
6 was.
7 A I think it was 2020. I collected
8 right -- only a couple, two or three months of
9 rent. She paid for this transition here.
10 Q Okay.
11 A I'm not sure if I made a mistake. I
12 wasn't getting 400 only a month and maybe didn't
13 correct my spreadsheet.
14 Q Okay. When the rent money came in
15 every month, where did it go? Didn't it go into
16 your personal bank account?
17 A No, sir. Not all of it. It was
18 cash. About 95 percent of it was cash.
19 Q I understand. But what you put in
20 the bank went in your personal account with you
21 and your daughter, right?
22 A It was the account I had, yes.
23 Q Okay. How did you write Mr. Bakers
24 part every month?
25 A Well, he gave me a deposit book for

- 1 Humpty Dumpty Mobile Homes.
 2 Q And you put the money in?
 3 A I deposited the cash in his account
 4 what I didn't give him personally in cash.
 5 Q Tyasha Stephens, her lease was March
 6 of 2020. Okay.
 7 A I thought it was like a couple
 8 months before this transition.
 9 Q Okay. Look on your last sheet and
 10 tell me how much rent you showed. March,
 11 April -- March, April, May --
 12 A Lot 22?
 13 Q -- June, July. Yes, sir. How much
 14 for March? It's the very last sheet. How much
 15 did you show for March? You showed zero, didn't
 16 you?
 17 A This one has zero.
 18 Q All right. How about April?
 19 A That one has zero too.
 20 Q How about May?
 21 A 400.
 22 Q Okay. Even -- and that's a partial
 23 payment because the rent is 425, right?
 24 A Yes, if you say that.
 25 Q Okay. How much in June?

- 1 MR. BAKER: Can I say something?
 2 MR. BARTH: No. You can't.
 3 By Mr. Barth:
 4 Q Do you dispute any of that? Any --
 5 do you dispute the receipts? Is that -- that's
 6 your girlfriend's signature?
 7 A Yes, sir.
 8 Q All right. And the other ones in
 9 there, that's yours?
 10 A The other one where?
 11 Q The signature on some of the other
 12 ones -- some are yours, some are --
 13 A They could be.
 14 Q Okay. Did anybody else give
 15 receipts? What did Crystal do with the money
 16 when she got it?
 17 A Christie.
 18 Q Christie.
 19 A Her name's Chastity.
 20 Q Cha--- I'm sorry. You're right.
 21 Chastity. What did she do with the money?
 22 A I had a box to put it in and she
 23 wanted to put it in my money box -- cash box.
 24 Q Who's Jade Brown?
 25 A My wife.

- 1 A Got it late.
 2 Q Okay. Any money get paid? Do you
 3 know? How much in July?
 4 A About 400.
 5 Q Okay. Any idea what happened to the
 6 money for March and April?
 7 A Again, I don't know this is the
 8 correct sheet.
 9 Q Do you know if she paid? Do you
 10 know if she paid her rent?
 11 A Again, I don't have the correct
 12 sheet. If this is the correct one or not.
 13 Q Okay. That's going to be your
 14 answer no matter what I ask about that sheet?
 15 A Yes, sir.
 16 Q All right. If you wanted to show
 17 Marion was lying about all this stuff, wouldn't
 18 the best way to do it is to bring out these
 19 alleged second set of sheets to show he's a
 20 liar? Wouldn't that be the best proof?
 21 A I believe we have them here. I
 22 presented them to Mr. John here. And I also
 23 gave Marion a copy every month, so he has -- I
 24 guess, made it convenient not to bring both.
 25 Q You --

- 1 Q Okay. She signed a couple of
 2 receipts too, didn't she?
 3 A Yeah, she's no longer with us to
 4 sign anymore.
 5 Q She passed away?
 6 A Yes, sir.
 7 Q Okay.
 8 MR. BARTH: I don't think I have any
 9 more questions. Thank you, Mr. Brown.
 10 THE COURT: Mr. Bledsoe.
 11 MR. BLEDSOE: Thank you.
 12 CROSS EXAMINATION
 13 By Mr. Bledsoe:
 14 Q Carroll, the amount of the late fees
 15 varied, didn't it?
 16 A Yes, sir.
 17 Q It wasn't the same each time for a
 18 late fee, was it?
 19 A No, sir. Sometimes I got them,
 20 sometimes I didn't.
 21 Q And sometimes you didn't collect the
 22 late fees, did you?
 23 A I didn't collect them, no. And
 24 that's an eviction.
 25 Q All right.

1 A This one?
 2 Q Yeah. No, that one. All right.
 3 When they didn't pay, what would you do?
 4 A I would go and let 'em know we would
 5 evict them unless we worked out some kind of
 6 arrangement to make payments with.
 7 Q All right. Sometimes they'd make a
 8 partial payment. Sometimes they wouldn't make
 9 any payment at all, right?
 10 A Yeah.
 11 Q And sometimes they -- and a lot of
 12 times they didn't make the late payments, right?
 13 A That's right.
 14 Q All right. And you went to the
 15 magistrate to evict those who wouldn't pay,
 16 right?
 17 A Yes, sir.
 18 Q How much did it cost to file an
 19 eviction notice?
 20 A Initially up front, 40 dollars.
 21 Q Forty dollars each time. All right.
 22 And here's a sheet. And I'm going to show this
 23 to --
 24 MR. BARTH: Is that the court's
 25 sheet?

1 MR. BLEDSOE: Yeah.
 2 MR. BARTH: I don't have any problem
 3 with that.
 4 MR. BLEDSOE: Okay. That would be
 5 plaintiff's 2. Put it on the -- well, put it on
 6 the back. All right.
 7 (Plaintiff's exhibit number 2
 8 marked for identification.)
 9 By Mr. Bledsoe:
 10 Q All right, Carroll. This is
 11 plaintiff's number 2, which is a list -- a court
 12 docket of evictions where you went to the
 13 magistrate to file an eviction notice, correct?
 14 A That's correct.
 15 Q All right. Some of them says
 16 dispose. Some say dismiss. Some say settle.
 17 Some say writ of ejectment. What does all that
 18 mean?
 19 A Writ of ejectment means I pay extra
 20 10 dollars if they decide they want to go ahead
 21 and move or either pay up. That's the final
 22 step.
 23 Q What does disposed of mean?
 24 A Sometime they'll get -- already get
 25 out and I don't go back for the writ of

1 ejectment and they'll dismiss it or just
 2 dispose. Because if we went to court and had a
 3 settlement.
 4 Q All right. And there's one, two,
 5 three sheets here starting in 2018 through
 6 '20 -- February 2020 where you went to file for
 7 an eviction, correct?
 8 A Yes, sir.
 9 Q At 40 dollars a pop.
 10 A Yes, sir.
 11 Q All right. The pet fees, how many
 12 pets were there?
 13 A Three that I knew of.
 14 Q Three. Okay. 300 dollars.
 15 A Three hundred.
 16 Q And you paid that to Mr. Baker.
 17 A I really don't remember paying it,
 18 but I might have, but I don't -- I don't
 19 understand why if I had to pay 300 total out of
 20 all of that.
 21 Q Yeah. Okay. All right. Now,
 22 you've talked about this a number of times,
 23 there were two spreadsheets.
 24 A Yes, sir.
 25 Q Whose idea was it to create two

1 spreadsheets?
 2 A Marion Baker.
 3 Q And why did he want you to do that?
 4 A To evade taxes.
 5 Q All right. How did it work? What
 6 did you do?
 7 A I did an actual sheet and then I
 8 arbitrarily come up with a second sheet. And I
 9 would go -- just pick random houses, hit and
 10 miss, didn't pay or moved. It could be a number
 11 of things. But arbitrarily, I just made up a
 12 separate sheet every month to show the rest and
 13 the amount of cash that I gave him.
 14 Q How much cash was he getting?
 15 A Initially, in our relationship from
 16 2007, 2008, he -- he knew we was getting a lot
 17 of cash and he requested his. Initially, it
 18 started out about 300 dollars a month.
 19 Q What did it wind up being?
 20 A Somewhere around 2015, '14 right
 21 after we got out of the parking place, we got
 22 it -- he talked about it again, contacted me and
 23 said he planned on retiring pretty soon. And
 24 he -- he said he wanted to up that fee, make it
 25 around 1,000 dollars a month.

- 1 Q Okay. Now, talking about the
2 maintenance expenses, you said about 13 -- over
3 13,000 dollars a year went to taxes, insurance,
4 and lights, right?
- 5 A That is correct.
- 6 Q That was a fixed expense.
- 7 A Fixed.
- 8 Q And the rest of it, a few thousand
9 dollars, went to repairing mobile homes that
10 needed repair?
- 11 A Yes, sir.
- 12 Q All right. Okay. On some of those,
13 on the spreadsheet, some of those new tenants
14 there would be a zero, indicating open. Were --
15 did you always collect the first month's rent
16 when they moved in?
- 17 A Definitely, I did collect the first
18 month's rent.
- 19 Q All right. And were there times
20 when they didn't pay?
- 21 A The first month?
- 22 Q Yeah.
- 23 A I might have worked out a security
24 deposit sometime with them, but usually they
25 paid at least the first month's rent.

- 1 pictures or anything describing what was wrong
2 with them and I cannot see how that's being
3 too -- too truthful. It showed only the three
4 that needed to be re-renovated to get back into
5 operating condition.
- 6 Q Okay.
- 7 MR. BLEDSOE: All right. All right.
8 That's all I have.
- 9 MR. BARTH: I just have a couple.
- 10 R E D I R E C T E X A M I N A T I O N
11 By Mr. Barth:
- 12 Q You say three, he says five. The
13 dispute is whether or not the other two had to
14 be renovated. You know three had to, right?
- 15 A Yes, sir.
- 16 Q Okay. Do you know what it would
17 have cost to do that?
- 18 A I don't know. Right at the time of
19 this transition, I didn't look it over real
20 thoroughly.
- 21 Q Isn't it true that if you settled
22 with a tenant -- settled an eviction action, you
23 required them to pay -- catch the rent up, pay
24 the late fee and pay the filing fee? Isn't that
25 true?

- 1 Q Okay. All right. Mr. Baker
2 contends that when y'all's business relationship
3 ended, the mobile homes were in disrepair. Is
4 that true?
- 5 A No, sir. We only had three open at
6 the time and they needed some -- some --
7 probably, repair because people just moved out
8 of them. That was during the corner transition.
9 And at the end of -- I said the era, so I didn't
10 say the end of it, but when we got released to
11 do evictions. So there was only three open,
12 which means you had 22 tenants.
- 13 Q And those -- those 22 were occupied?
- 14 A Yes, sir.
- 15 Q Were those tenants -- excuse me.
16 Were those mobile homes in bad shape, bad
17 repair?
- 18 A I would not call them in bad shape
19 whatsoever.
- 20 Q Did they need repair?
- 21 A Not that I know of.
- 22 Q All right. All right. He
23 acknowledges -- or he says that five mobile
24 homes needed repair. That was his testimony.
- 25 A He gave no numbers of indications or

- 1 A Say that one more time.
- 2 Q Okay. If you filed an eviction
3 against a tenant and they said, I want to work
4 out a settlement and the case settles.
- 5 A Right.
- 6 Q You required them to catch up the
7 rent, pay a late fee and give -- pay you back
8 the 40 dollar eviction fee. Isn't that right?
- 9 A Yes, sir.
- 10 Q Okay. Where would I find in any of
11 the records reimbursement of the 40 dollar
12 filing fee? That's not shown on anything, is
13 it?
- 14 A No, sir.
- 15 Q Okay. Do you know what happened to
16 that money?
- 17 A By the time I already got it, they
18 just would -- they would end -- end up moving.
19 I don't have the records of it.
- 20 Q I'm talking about the ones that are
21 settled, where you got the 40 dollars back.
- 22 A I don't have a record of it.
- 23 Q Okay. Is that part of what you
24 destroyed?
- 25 A I guess that's --

1 everything else. That's why I put it in there.
2 Some other -- like Lowe's or B&R, I would have
3 to pay them. I would write a check or debit --
4 debit it out.

5 Q Did you tell him you were doing
6 that?

7 A No, sir.

8 Q Okay.

9 THE COURT: All right. I think
10 that's all I got for him. Anything in response
11 to any questions I asked?

12 MR. BARTH: I just have one
13 question.

14 THE COURT: Yeah.

15 FURTHER REDIRECT
16 EXAMINATION

17 By Mr. Barth:

18 Q When Mr. Hinson asked you when you
19 destroyed the records, you destroyed the records
20 after the lawyers -- not me, but after the two
21 lawyers were already writing letters back and
22 forth. Isn't that true?

23 A I can't testify exactly when I did
24 it. I think it was shortly after he let me walk
25 out of it.

1 Q Okay. Well, you knew very well when
2 you destroyed the records --

3 A I wasn't sure if I was going to
4 pursue this or not until a later date.

5 Q Okay. Do you remember if you
6 destroyed them in early July or late?

7 A Shortly after he -- we had a
8 discussion. I don't remember exactly. It
9 seemed like it was the second week in July.

10 Q Okay. And this lawsuit was filed
11 the first week of August, right?

12 A Like I said, I just decided to later
13 pursue it.

14 Q Okay. So you destroyed the records
15 first, then you got a lawyer. I mean, obviously
16 you didn't tell your lawyer you were dest---
17 destroying the records.

18 A Right.

19 Q Okay. But it was within a couple of
20 weeks of each other?

21 A Right.

22 MR. BARTH: Okay. Thanks.

23 THE COURT: Okay. Any further
24 evidence from you?

25 MR. BLEDSOE: No.

1 THE COURT: Any other witnesses from
2 you?

3 MR. BLEDSOE: No, sir.

4 THE COURT: You rest?

5 MR. BLEDSOE: Yes.

6 THE COURT: Mr. Bledsoe, do you have
7 any other witness? Do you have any witnesses
8 you want to call or any evidence that you want
9 to present in your case?

10 MR. BLEDSOE: No.

11 THE COURT: Okay. So you're rested
12 as well?

13 MR. BLEDSOE: Yes.

14 THE COURT: Anything -- obviously
15 there's nothing in rebuttal. Anything else I
16 need to consider? I do have some questions for
17 the lawyers. Anything else that y'all want me
18 to consider?

19 MR. BARTH: I don't think so.

20 THE COURT: All right. Gentlemen,
21 normally what I used to do is just say goodbye
22 and leave shaking hands and leave, but I -- I
23 found that it's good to ask some questions that
24 are on my mind. And kind of do it in so far as
25 a -- you can call it a question and answer

1 closing argument or whatnot. But I think we can
2 narrow it down rather than you all just saying
3 what you want to say. And -- and Mr. Barth
4 since you have the burden of proof, I'm going --
5 I'm going to go with you first.

6 Let me just tell you what -- what's
7 on my mind from 30,000 feet up in the sky. My
8 obvious concern is this. The -- the circuit
9 court judge entered a summary judgment on two
10 fairly strong causes of action, breach of
11 fiduciary duty and conversion, things that
12 are -- for lack of a better word, stealing
13 and -- and other stuff. And my concern is the
14 destruction of documents, spoliation of evidence
15 and all of that. But my other concern is
16 speculative damages. How do you comport your
17 duty to prove your damages? Because a lot of
18 what he said was these formulas and
19 extrapolating. And -- and honestly, some of it
20 seemed very -- very speculative. How do you
21 justify that vis-a-vis, these causes of action
22 and the destruction of documents? How do I get
23 my hands around this? Does he get a free shot
24 at anything he wants or has he got to prove
25 these damages? Where does the speculation end?

1 MR. BARTH: I don't think it's
2 speculation, Your Honor. I -- I don't.
3 First -- my first comment is that the law -- I
4 think, is crystal clear that you can't take
5 advantage of your own fraud, spoliation and all
6 that. That being said, there is no other way to
7 prove your case except to take what -- what
8 little bit you have and extrapolate it.
9 Economists do it all the time. Now, Marion's
10 not an economist, obviously, but if we have no
11 records because they've been destroyed, the best
12 you can do is try to determine from everything
13 we look at -- I've got this on five homes, so I
14 can extrapolate that. I don't think the rules
15 are against extrapolation as long as the
16 extrapolation is reasonable. He explained his
17 formulas to you -- you know, to you, how he got
18 to it.

19 Granted, of course, there's a little
20 bit of extrapolation because Mr. Brown destroyed
21 the records. How else do you prove your case
22 other than use the information you have and try
23 to -- you know, try to calculate your damages?
24 I will give you the lower rent. You know the
25 lower rent -- and you know, that is speculative.

1 THE COURT: -- what he believes his
2 damage to be because that was the best he could
3 do --

4 MR. BARTH: That's -- yes, sir.

5 THE COURT: -- under the
6 circumstances.

7 MR. BARTH: That was my long-winded
8 way of saying exactly what you said. It's the
9 best we can do with what we have.

10 THE COURT: Okay. Mr. Bledsoe, talk
11 to me about that. Obviously, the concern -- and
12 you know it, with the judge's entry on these two
13 causes of action, they're causes of action that
14 we don't -- we don't typically see folks prevail
15 on in -- and the destruction of documents and
16 all. How do I get my hands around dealing with
17 speculative damages -- potentially speculative
18 damages, versus his ability to try to recompute.
19 Because I have to do with what the judge has
20 already found on here, recompute his damages
21 based on what he's got, particularly with the
22 destruction of the documents.

23 MR. BLEDSOE: Well, first of all,
24 there weren't a lot of documents that were
25 destroyed. He kept the spreadsheets. There

1 I -- I don't -- you know, whether you find that
2 reasonable or not, failure to maintain -- I
3 don't know. When you start talking about real
4 money and we don't have it. And we don't have
5 the records, there is no other way to do it.

6 Now, with the one spreadsheet that
7 we put into evidence, Mr. Brown's position is
8 that ain't right either. That's fraudulent.
9 There just isn't any other way to prove a case.
10 And I just don't think the law allows somebody
11 who -- somebody who's stealing from their boss
12 or a partner, whichever one it is, to get the
13 advantage of that and be allowed to say you
14 can't prove your case because I've just
15 destroyed all the evidence. And he did it. He
16 did it after they fell out. And within two
17 weeks of the suit being filed -- or lawyers
18 writing back and forth the first week in August.
19 I mean, this -- this wasn't an accident.

20 THE COURT: So your position is that
21 based on what occurred, the causes of action,
22 the summary judgment and all and his testimony
23 that it's not really speculative, so long as his
24 method is reasonable in which he computed --

25 MR. BARTH: Correct.

1 were some lease agreements. He said he didn't
2 keep records of the maintenance expenses, so
3 there were no records for that. The late fees,
4 he's testified that he didn't always collect
5 them. That they varied in amounts. He spent 40
6 dollars a pop going to the magistrate's court to
7 evict them. Some paid, some didn't. He didn't
8 keep any records of that. So the -- I mean, he
9 didn't destroy much because there wasn't much to
10 destroy. He just didn't keep records. He --
11 he -- he's not a very good accountant. And --
12 and that's just the facts.

13 But when you look at their figures,
14 they're just total speculation, like failure to
15 maintain units, 222,000 dollars. Almost a
16 quarter of a million dollars. He says there
17 were five units that needed repair. Mr. Brown
18 says 500, 1,000, 1,500 dollars will fix a mobile
19 home up. But let's just say it was 5,000
20 dollars a unit. Five times five is 25,000
21 dollars. And he's asking for almost a quarter
22 of a million. That's just totally unreasonable,
23 very speculative and not supported by any
24 evidence.

25 Even his own testimony, he didn't

1 support that. The lower than market rent,
2 totally speculative and after the fact. And he
3 admitted he got spreadsheets every month and
4 knew what the rent was. He could -- and he
5 admitted he could have changed it any time he
6 wanted to. So that's -- that's speculative.
7 The tires and axles, we contend that his nephew
8 stole them and -- and sold it for drugs. Mr.
9 Brown didn't get rid of them. He left them
10 there.

11 The non-reported rent and prorated
12 rent and tenants, he went through a list of
13 tenants. And when you add those up -- if you
14 look at like, one of them was one month, another
15 one was two months. Most of them were very
16 short periods of time. And it comes nowhere
17 near 115,000 dollars, except that he uses this
18 quote, formula that he didn't describe. So it's
19 just unreported late fees. Like I said, he --
20 he just didn't keep records and there's no way
21 it was 55,000 dollars. He didn't collect it.
22 Most of the time, people just moved out. So
23 it's just -- it's all speculation.

24 THE COURT: Let me ask you a direct
25 question. And y'all all may or may not have

1 considered this before you came here. Based on
2 the -- the testimony of the receipts and -- and
3 things that are received and the spreadsheet and
4 all that and also your own client's testimony
5 about what he did take and deposit in his own
6 account and other things are -- that was in the
7 record, do you all have a position on what
8 damages you -- you contend are not speculative?
9 What is your position that I should do?

10 MR. BLEDSOE: I think the damage to
11 the land, 900 dollars. The non-reported rent,
12 he did show some of that, I think about maybe 10
13 or 15,000 dollars of it based on documents.
14 Somewhere around there. It might have been
15 13,000. I don't remember the number. But we
16 would -- we would acknowledge the damage to the
17 land and about 13,000 dollars of non-reported
18 rent based on the documents that they produced.
19 Everything else we believe is speculative and
20 just not supported by the evidence.

21 THE COURT: What's your position on
22 the commingling of his funds into his personal
23 account, particularly this maintenance fund and
24 other things that were collected? Because he
25 did admit that that happened.

1 MR. BLEDSOE: Yes, he did.
2 THE COURT: Do y'all have a way to
3 quantify that?

4 MR. BLEDSOE: Again, he didn't keep
5 any records.

6 THE COURT: Okay.

7 MR. BLEDSOE: He didn't keep any
8 records of the late fees or the maintenance
9 fund. He spent -- like you said, Lowe's, he
10 spent money there, but he didn't keep records.
11 And a lot of it, he said, was cash. He paid
12 cash to this guy for carpet and vinyl and stuff.
13 So I just don't think they've proved the case.
14 And that's -- I mean, that's their burden under
15 the law.

16 MR. BARTH: May I?

17 THE COURT: Go ahead.

18 MR. BARTH: Very briefly. Number
19 one, Your Honor, this is a civil case. And
20 without question, we'd be entitled -- and we
21 will be entitled at the trial -- in a jury trial
22 to a spoliation inference. The inference is if
23 you destroyed the records, that is you can
24 assume and infer that the evidence that was
25 destroyed is harmful to the person who destroyed

1 its case.

2 The other point I would like to make
3 is that, if I understood the testimony
4 correctly, that Mr. Brown would take Marion's
5 42.5 percent and he'd put it in Marion's account
6 with that deposit slip every month. Okay. All
7 the rest of the money went into his personal
8 account. All of it. He put the rent in it. He
9 put the maintenance money in it. He put the
10 late fees in it. He put all of it in there.
11 And -- and that's what he said. He said there
12 was no other account. He put it all in there.

13 So you've got -- you've got admitted
14 commingling of at least -- of at least 58
15 percent per month -- well, yeah, 57.5 percent
16 per month. And that -- you know, we're talking
17 about 15 years, 2006 to 2020. You know,
18 that's -- and that's going to be, you know,
19 that's going to be the evidence at the trial as
20 well. You know, and any money that's been
21 taken, commingled, stolen, lost, unaccounted for
22 by a party with intentional causes of action
23 like conversion and breach of trust, the other
24 side's entitled to all of it. You have to
25 disgorge all of it. And that -- you know, I

1 think that's where we are.
 2 THE COURT: Based on the
 3 testimony -- I'll ask you the same question I
 4 asked him. Based on the testimony today, has
 5 your total damages claim changed?
 6 MR. BARTH: I'll get yours in one
 7 second, John. The -- the one -- the one that I
 8 had -- you know, the one that I had the biggest
 9 question about, it's not admission, but just in
 10 general, is the lower of the market rent.
 11 Mr. Bledsoe made a very good point that we knew
 12 what the rent was. That is speculative.
 13 Failure to maintain the units, the other way to
 14 handle it -- and we can do it -- it's in
 15 evidence. Is to take the 15 years and total up
 16 what the maintenance fee is because we know he
 17 put it all in his account. So I don't know if
 18 the 222 if -- I think it's --
 19 MR. BLEDSOE: It's nowhere near
 20 222,000.
 21 MR. BARTH: I'm not so sure.
 22 THE COURT: So how would you use
 23 that --
 24 MR. BARTH: You add up the --
 25 THE COURT: -- based on the

1 testimony?
 2 MR. BARTH: You'd add up the upkeep
 3 and maintenance account at the end of every
 4 year.
 5 MR. BLEDSOE: Except that half of
 6 that went to rent -- I mean, to insurance and
 7 taxes, half of it.
 8 THE COURT: Right.
 9 MR. BLEDSOE: Over half.
 10 THE COURT: 13,000.
 11 MR. BLEDSOE: Yeah. Over half.
 12 THE COURT: Let's take that out.
 13 What would you come up with if you take all that
 14 out?
 15 MR. BARTH: The first one -- well,
 16 see they're only getting three and 4,000 way
 17 back. But when you get -- we'd have to go
 18 backwards, 26 -- 25,000, 22,000 --
 19 THE COURT: And again, half of
 20 that's from -- gone.
 21 MR. BARTH: 23,000 -- it's I mean,
 22 you're still talking -- still talking about
 23 somewhere around 10,000 a year.
 24 THE COURT: Okay.
 25 MR. BARTH: Ten, 12,000 dollars a

1 year and I -- I think, you know, it's been
 2 commingled, so I think we're entitled to it.
 3 You know, and I certainly think with the -- with
 4 the rent and all of that -- I mean, we -- we
 5 know what the spreadsheet shows about what he --
 6 you know, what he collected. And we know it all
 7 went into his personal account.
 8 THE COURT: All right. Mr. Bledsoe.
 9 MR. BLEDSOE: With regard to
 10 spoliation, that's a difficult defense and
 11 you've got to show intent on spoliation. And
 12 Mr. Brown didn't have intent. He just got
 13 pissed off and destroyed whatever little records
 14 he had, which wasn't much. But with regard to
 15 the damages, again, the failure to maintain
 16 units, like I said, there's nowhere near 222,000
 17 dollars. Nowhere near it. The unreported late
 18 fees, again, he didn't collect it most of the
 19 time. There were very few times that they
 20 caught up the rent and paid the magistrate's fee
 21 and the court costs. Very few times that
 22 happened. It doesn't come anywhere near 55,000
 23 dollars. So again, we're just -- we're just
 24 saying it's -- it's speculative.
 25 THE COURT: Anything else?

1 MR. BARTH: Nothing from us, Your
 2 Honor.
 3 THE COURT: Anything?
 4 MR. BLEDSOE: No.
 5 THE COURT: To make sure my duties
 6 are fulfilled, what I plan to do, unless you all
 7 object, after I go back and review this
 8 information and everything, I intend to prepare
 9 more of a general order. Probably two or three
 10 pages at that, rather than a lengthy 30-page
 11 findings of fact and conclusions of law, which
 12 would be similar to what a jury would do in a
 13 case like this. Is that what y'all are
 14 expecting?
 15 MR. BLEDSOE: That's fine.
 16 MR. BARTH: That's fine.
 17 THE COURT: Okay. And that will get
 18 you a decision quicker. I mean, I will -- I
 19 will set forth some things in there and let you
 20 know how I came up -- came up with it. But I'm
 21 not going to go into the weeds quite as much as
 22 y'all did on this. Of course, a jury would just
 23 give you a verdict and it would be -- and the
 24 pre-judgment interest issues would be extremely
 25 complicated. How do you think that I should

1 handle that?
 2 MR. BARTH: It depends on what
 3 you -- you know, it depends on what your
 4 findings are.
 5 THE COURT: Right.
 6 MR. BARTH: It would be
 7 exceptionally complicated.
 8 THE COURT: Okay.
 9 MR. BARTH: Because it would, you
 10 know, would depend on when you decided the money
 11 was due.
 12 THE COURT: Okay.
 13 MR. BARTH: I mean, it -- no
 14 question it's sum certain in money.
 15 THE COURT: Okay.
 16 MR. BLEDSOE: It's not a sum
 17 certain. It -- it's very speculative. It --
 18 it's -- it's theoretical. It's not liquidated
 19 damages. It has to be liquidated damages to get
 20 interest.
 21 THE COURT: Right.
 22 MR. BARTH: It's not liquidated
 23 damages. I'll give you -- I'll give you that
 24 one.
 25 THE COURT: Okay.

1 MR. BARTH: It -- it's not.
 2 THE COURT: Okay. Fair enough. And
 3 any other damages being claimed? I don't think,
 4 other than this.
 5 MR. BARTH: No, Your Honor.
 6 THE COURT: All right. Hearing
 7 nothing further, we are adjourned.
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1 CERTIFICATE OF REPORTER
 2 State of South Carolina
 3 County of Florence
 4
 5 I, Roger Williamson, Court Reporter and
 6 Notary Public for the State of South Carolina,
 7 do hereby certify that the transcript of the
 8 foregoing proceedings contains a true record of
 9 the hearing in the above-captioned cause.
 10 I further certify that I am neither
 11 attorney nor Counsel for, nor related to or
 12 employed by any of the parties connected to the
 13 action, nor am I financially interested in the
 14 action.
 15 Witness my hand at Florence, South
 16 Carolina, this the 17th day of July, 2024.
 17
 18 _____
 19 Roger Williamson
 MY COMMISSION EXPIRES:
 February 4, 2032
 20
 21
 22
 23
 24
 25



2019

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 Last Name/Business: brown First: carroll Middle: Suffix:
 Party Type: All
 Action Type: All Actions CDR Code:
 Indictment #:
 Date Type: Actions Filed Beginning: 01/01/2019 Ending: 12/31/2019
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 Only for Civil Cases... Index Search All Lis Pendens Judgments | Cross Index Search All Judgment For Judgment Against

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Name	Party Type	Case Number	Filed Date	Case Status	Disposition Date	Type	Subtype	Judgment #	Court Agency
Brown, Carroll	Plaintiff	2018CV3110100595	12/06/2018	Dismissed	01/08/2019	Civil	Rule to Vacate \$40	2018CV3110100595	Lee County Magistrate
Brown, Carroll	Plaintiff	2019CV3110100009	01/09/2019	Dismissed	02/15/2019	Civil	Rule to Vacate \$40	2019CV3110100009	Lee County Magistrate
Brown, Carroll	Plaintiff	2019CV3110100010	01/09/2019	Settled	02/16/2019	Civil	Rule to Vacate \$40	2019CV3110100010	Lee County Magistrate
Brown, Carroll	Plaintiff	2019CV3110100011	01/09/2019	Writ of Ejectment	02/01/2019	Civil	Rule to Vacate \$40	2019CV3110100011	Lee County Magistrate
Brown, Carroll	Plaintiff	2019CV3110100017	01/14/2019	Dismissed	02/12/2019	Civil	Rule to Vacate \$40	2019CV3110100017	Lee County Magistrate
Brown, Carroll	Plaintiff	2019CV3110100100	02/25/2019	Disposed	03/07/2019	Civil	Rule to Vacate \$40	2019CV3110100100	Lee County Magistrate
Brown, Carroll	Plaintiff	2019CV3110100101	02/25/2019	Dismissed	04/26/2019	Civil	Rule to Vacate \$40	2019CV3110100101	Lee County Magistrate
Brown, Carroll	Plaintiff	2019CV3110100102	02/25/2019	Dismissed	04/03/2019	Civil	Rule to Vacate \$40	2019CV3110100102	Lee County Magistrate
Brown, Carroll	Plaintiff	2019CV3110100103	02/25/2019	Dismissed	04/03/2019	Civil	Rule to Vacate \$40	2019CV3110100103	Lee County Magistrate
Brown, Carroll	Plaintiff	2019CV3110100104	02/25/2019	Dismissed	04/03/2019	Civil	Rule to Vacate \$40	2019CV3110100104	Lee County Magistrate
Brown, Carroll	Plaintiff	2019CV3110100108	02/26/2019	Settled	03/14/2019	Civil	Rule to Vacate \$40	2019CV3110100108	Lee County Magistrate
Brown, Carroll	Plaintiff	2019CV3110100128	03/07/2019	Dismissed	03/25/2019	Civil	Rule to Vacate \$40	2019CV3110100128	Lee County Magistrate
Brown, Carroll	Plaintiff	2019CV3110100158	04/01/2019	Dismissed	04/29/2019	Civil	Rule to Vacate \$40	2019CV3110100158	Lee County Magistrate

Brown, Carroll	Plaintiff	2019CV3110100182	04/17/2019	Dismissed	06/26/2019	Civil	Rule to Vacate \$40	2019CV3110100182	Lee County Magistrate
Brown, Carroll	Plaintiff	2019CV3110100183	04/17/2019	Dismissed	05/31/2019	Civil	Rule to Vacate \$40	2019CV3110100183	Lee County Magistrate
Brown, Carroll	Plaintiff	2019CV3110100184	04/17/2019	Dismissed	05/31/2019	Civil	Rule to Vacate \$40	2019CV3110100184	Lee County Magistrate
Brown, Carroll	Plaintiff	2019CV3110100185	04/17/2019	Dismissed	05/30/2019	Civil	Rule to Vacate \$40	2019CV3110100185	Lee County Magistrate
Brown, Carroll	Plaintiff	2019CV3110100186	04/23/2019	Writ of Ejectment	06/03/2019	Civil	Rule to Vacate \$40		Lee County Magistrate
Brown, Carroll	Plaintiff	2019CV3110100233	05/20/2019	Writ of Ejectment	06/14/2019	Civil	Rule to Vacate \$40		Lee County Magistrate
Brown, Carroll	Plaintiff	2019CV3110100250	05/30/2019	Dismissed	07/08/2019	Civil	Rule to Vacate \$40	2019CV3110100250	Lee County Magistrate
Brown, Carroll	Plaintiff	2019CV3110100267	06/07/2019	Dismissed	07/15/2019	Civil	Rule to Vacate \$40	2019CV3110100267	Lee County Magistrate
Brown, Carroll	Plaintiff	2019CV3110100268	06/07/2019	Disposed	07/15/2019	Civil	Rule to Vacate \$40	2019CV3110100268	Lee County Magistrate
Brown, Carroll	Plaintiff	2019CV3110100293	06/14/2019	Dismissed	07/08/2019	Civil	Rule to Vacate \$40		Lee County Magistrate
Brown, Carroll	Plaintiff	2019CV3110100294	06/14/2019	Dismissed	07/08/2019	Civil	Rule to Vacate \$40	2019CV3110100294	Lee County Magistrate
Brown, Carroll	Plaintiff	2019CV3110100295	06/14/2019	Dismissed	07/08/2019	Civil	Rule to Vacate \$40	2019CV3110100295	Lee County Magistrate
Brown, Carroll	Plaintiff	2019CV3110100296	06/14/2019	Dismissed	07/08/2019	Civil	Rule to Vacate \$40	2019CV3110100296	Lee County Magistrate
Brown, Carroll	Plaintiff	2019CV3110100321	06/26/2019	Dismissed	07/15/2019	Civil	Rule to Vacate \$40	2019CV3110100321	Lee County Magistrate
Brown, Carroll	Plaintiff	2019CV3110100356	07/15/2019	Dismissed	08/21/2019	Civil	Rule to Vacate \$40	2019CV3110100356	Lee County Magistrate
Brown, Carroll	Plaintiff	2019CV3110100357	07/15/2019	Disposed	08/02/2019	Civil	Rule to Vacate \$40	2019CV3110100357	Lee County Magistrate
Brown, Carroll	Plaintiff	2019CV3110100358	07/15/2019	Disposed	09/06/2019	Civil	Rule to Vacate \$40		Lee County Magistrate
Brown, Carroll	Plaintiff	2019CV3110100404	08/07/2019	Writ of Ejectment	08/21/2019	Civil	Rule to Vacate \$40		Lee County Magistrate
Brown, Carroll	Plaintiff	2019CV3110100405	08/07/2019	Dismissed	08/16/2019	Civil	Rule to Vacate \$40	2019CV3110100405	Lee County Magistrate
Brown, Carroll	Plaintiff	2019CV3110100406	08/07/2019	Writ of Ejectment	08/21/2019	Civil	Rule to Vacate \$40		Lee County Magistrate
Brown, Carroll	Plaintiff	2019CV3110100434	08/21/2019	Dismissed	08/30/2019	Civil	Rule to Vacate \$40	2019CV3110100434	Lee County Magistrate
Brown, Carroll	Plaintiff	2019CV3110100435	08/21/2019	Writ of Ejectment	09/12/2019	Civil	Rule to Vacate \$40		Lee County Magistrate
Brown, Carroll	Plaintiff	2019CV3110100446	08/27/2019	Dismissed	09/30/2019	Civil	Rule to Vacate \$40	2019CV3110100446	Lee County Magistrate

Brown, Carroll	Plaintiff	2019CV3110100459	09/06/2019	Writ of Ejectment	10/01/2019	Civil	Rule to Vacate \$40		Lee County Magistrate
Brown, Carroll	Plaintiff	2019CV3110100468	09/12/2019	Dismissed	11/20/2019	Civil	Rule to Vacate \$40		Lee County Magistrate
Brown, Carroll	Plaintiff	2019CV3110100476	09/19/2019	Dismissed	10/14/2019	Civil	Rule to Vacate \$40	2019CV3110100476	Lee County Magistrate
Brown, Carroll	Plaintiff	2019CV3110100523	10/15/2019	Dismissed	12/11/2019	Civil	Rule to Vacate \$40	2019CV3110100523	Lee County Magistrate
Brown, Carroll	Plaintiff	2019CV3110100524	10/15/2019	Writ of Ejectment	10/29/2019	Civil	Rule to Vacate \$40		Lee County Magistrate
Brown, Carroll	Plaintiff	2019CV3110100525	10/15/2019	Dismissed	11/25/2019	Civil	Rule to Vacate \$40	2019CV3110100525	Lee County Magistrate
Brown, Carroll	Plaintiff	2019CV3110100541	10/23/2019	Dismissed	11/29/2019	Civil	Rule to Vacate \$40	2019CV3110100541	Lee County Magistrate
Brown, Carroll	Plaintiff	2019CV3110100545	10/28/2019	Dismissed	11/27/2019	Civil	Rule to Vacate \$40	2019CV3110100545	Lee County Magistrate
Brown, Carroll	Plaintiff	2019CV3110100610	12/13/2019	Dismissed	01/31/2020	Civil	Rule to Vacate \$40	2019CV3110100610	Lee County Magistrate
Brown, Carroll	Plaintiff	2019CV3110100611	12/13/2019	Dismissed	02/10/2020	Civil	Rule to Vacate \$40	2019CV3110100611	Lee County Magistrate
Brown, Carroll	Plaintiff	2019CV3110100625	12/27/2019	Dismissed	02/10/2020	Civil	Rule to Vacate \$40	2019CV3110100625	Lee County Magistrate

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Name	Party Type	Case Number	Filed Date	Case Status	Disposition Date	Type	Subtype	Judgment #	Court Agency
Brown, Carroll	Plaintiff	2017CV3110100517	12/06/2017	Disposed	01/08/2018	Civil	Rule to Vacate \$40	2017CV3110100517	Lee County Magistrate
Brown, Carroll	Plaintiff	2017CV3110100541	12/18/2017	Settled	01/22/2018	Civil	Rule to Vacate \$40	2017CV3110100541	Lee County Magistrate
Brown, Carroll	Plaintiff	2017CV3110100542	12/18/2017	Dismissed	02/14/2018	Civil	Rule to Vacate \$40	2017CV3110100542	Lee County Magistrate
Brown, Carroll	Plaintiff	2018CV3110100011	01/08/2018	Dismissed	03/06/2018	Civil	Rule to Vacate \$40	2018CV3110100011	Lee County Magistrate
Brown, Carroll	Plaintiff	2018CV3110100025	01/16/2018	Settled	02/01/2018	Civil	Rule to Vacate \$40	2018CV3110100025	Lee County Magistrate
Brown, Carroll	Plaintiff	2018CV3110100032	01/22/2018	Dismissed	03/20/2018	Civil	Rule to Vacate \$40	2018CV3110100032	Lee County Magistrate
Brown, Carroll	Plaintiff	2018CV3110100033	01/22/2018	Disposed	02/07/2018	Civil	Rule to Vacate \$40	2018CV3110100033	Lee County Magistrate
Brown, Carroll	Plaintiff	2018CV3110100081	02/16/2018	Dismissed	08/31/2018	Civil	Rule to Vacate \$40	2018CV3110100081	Lee County Magistrate
Brown, Carroll	Plaintiff	2018CV3110100196	04/18/2018	Settled	06/01/2018	Civil	Rule to Vacate \$40		Lee County Magistrate
Brown, Carroll	Plaintiff	2018CV3110100236	05/11/2018	Disposed	06/06/2018	Civil	Rule to Vacate \$40	2018CV3110100236	Lee County Magistrate
Brown, Carroll	Plaintiff	2018CV3110100237	05/11/2018	Dismissed	08/31/2018	Civil	Rule to Vacate \$40	2018CV3110100237	Lee County Magistrate
Brown, Carroll	Plaintiff	2018CV3110100249	05/18/2018	Dismissed	09/25/2018	Civil	Rule to Vacate \$40	2018CV3110100249	Lee County Magistrate
Brown, Carroll	Plaintiff	2018CV3110100272	06/06/2018	Dismissed	08/30/2018	Civil	Rule to Vacate \$40	2018CV3110100272	Lee County Magistrate

Brown, Carroll	Plaintiff	2018CV3110100283	06/13/2018	Disposed	07/16/2018	Civil	Rule to Vacate \$40	2018CV3110100283	Lee County Magistrate
Brown, Carroll	Plaintiff	2018CV3110100284	06/13/2018	Disposed	07/16/2018	Civil	Rule to Vacate \$40	2018CV3110100284	Lee County Magistrate
Brown, Carroll	Plaintiff	2018CV3110100285	06/13/2018	Dismissed	08/30/2018	Civil	Rule to Vacate \$40	2018CV3110100285	Lee County Magistrate
Brown, Carroll	Plaintiff	2018CV3110100384	08/06/2018	Disposed	09/11/2018	Civil	Rule to Vacate \$40		Lee County Magistrate
Brown, Carroll	Plaintiff	2018CV3110100398	08/14/2018	Dismissed	10/01/2018	Civil	Rule to Vacate \$40	2018CV3110100398	Lee County Magistrate
Brown, Carroll	Plaintiff	2018CV3110100399	08/14/2018	Writ of Ejectment	09/26/2018	Civil	Rule to Vacate \$40	2018CV3110100399	Lee County Magistrate
Brown, Carroll	Plaintiff	2018CV3110100400	08/14/2018	Dismissed	10/01/2018	Civil	Rule to Vacate \$40	2018CV3110100400	Lee County Magistrate
Brown, Carroll	Plaintiff	2018CV3110100431	08/27/2018	Settled	12/31/2018	Civil	Rule to Vacate \$40		Lee County Magistrate
Brown, Carroll	Plaintiff	2018CV3110100460	09/11/2018	Disposed	10/29/2018	Civil	Rule to Vacate \$40		Lee County Magistrate
Brown, Carroll	Plaintiff	2018CV3110100461	09/11/2018	Disposed	10/25/2018	Civil	Rule to Vacate \$40		Lee County Magistrate
Brown, Carroll	Plaintiff	2018CV3110100484	09/25/2018	Disposed	10/23/2018	Civil	Rule to Vacate \$40		Lee County Magistrate
Brown, Carroll	Plaintiff	2018CV3110100495	10/05/2018	Disposed	10/25/2018	Civil	Rule to Vacate \$40		Lee County Magistrate
Brown, Carroll	Plaintiff	2018CV3110100496	10/05/2018	Dismissed	11/06/2018	Civil	Rule to Vacate \$40	2018CV3110100496	Lee County Magistrate
Brown, Carroll	Plaintiff	2018CV3110100511	10/15/2018	Dismissed	11/19/2018	Civil	Rule to Vacate \$40	2018CV3110100511	Lee County Magistrate
Brown, Carroll	Plaintiff	2018CV3110100525	10/23/2018	Settled	11/14/2018	Civil	Rule to Vacate \$40	2018CV3110100525	Lee County Magistrate
Brown, Carroll	Plaintiff	2018CV3110100573	11/27/2018	Writ of Ejectment	12/27/2018	Civil	Rule to Vacate \$40	2018CV3110100573	Lee County Magistrate
Brown, Carroll	Plaintiff	2018CV3110100574	11/27/2018	Dismissed	12/30/2018	Civil	Rule to Vacate \$40	2018CV3110100574	Lee County Magistrate
Brown, Carroll	Plaintiff	2018CV3110100575	11/27/2018	Writ of Ejectment	12/27/2018	Civil	Rule to Vacate \$40	2018CV3110100575	Lee County Magistrate
Brown, Carroll	Plaintiff	2018CV3110100595	12/06/2018	Dismissed	01/08/2019	Civil	Rule to Vacate \$40	2018CV3110100595	Lee County Magistrate



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Name	Party Type	Case Number	Filed Date	Case Status	Disposition Date	Type	Subtype	Judgment #	Court Agency
Brown, Carroll	Plaintiff	2017CV3110100517	12/06/2017	Disposed	01/08/2018	Civil	Rule to Vacate \$40	2017CV3110100517	Lee County Magistrate
Brown, Carroll	Plaintiff	2017CV3110100541	12/18/2017	Settled	01/22/2018	Civil	Rule to Vacate \$40	2017CV3110100541	Lee County Magistrate
Brown, Carroll	Plaintiff	2017CV3110100542	12/18/2017	Dismissed	02/14/2018	Civil	Rule to Vacate \$40	2017CV3110100542	Lee County Magistrate
Brown, Carroll	Plaintiff	2018CV3110100011	01/08/2018	Dismissed	03/06/2018	Civil	Rule to Vacate \$40	2018CV3110100011	Lee County Magistrate
Brown, Carroll	Plaintiff	2018CV3110100025	01/16/2018	Settled	02/01/2018	Civil	Rule to Vacate \$40	2018CV3110100025	Lee County Magistrate
Brown, Carroll	Plaintiff	2018CV3110100032	01/22/2018	Dismissed	03/20/2018	Civil	Rule to Vacate \$40	2018CV3110100032	Lee County Magistrate
Brown, Carroll	Plaintiff	2018CV3110100033	01/22/2018	Disposed	02/07/2018	Civil	Rule to Vacate \$40	2018CV3110100033	Lee County Magistrate
Brown, Carroll	Plaintiff	2018CV3110100081	02/16/2018	Dismissed	08/31/2018	Civil	Rule to Vacate \$40	2018CV3110100081	Lee County Magistrate
Brown, Carroll	Plaintiff	2018CV3110100196	04/18/2018	Settled	06/01/2018	Civil	Rule to Vacate \$40		Lee County Magistrate
Brown, Carroll	Plaintiff	2018CV3110100236	05/11/2018	Disposed	06/06/2018	Civil	Rule to Vacate \$40	2018CV3110100236	Lee County Magistrate
Brown, Carroll	Plaintiff	2018CV3110100237	05/11/2018	Dismissed	08/31/2018	Civil	Rule to Vacate \$40	2018CV3110100237	Lee County Magistrate
Brown, Carroll	Plaintiff	2018CV3110100249	05/18/2018	Dismissed	09/25/2018	Civil	Rule to Vacate \$40	2018CV3110100249	Lee County Magistrate
Brown, Carroll	Plaintiff	2018CV3110100272	06/06/2018	Dismissed	08/30/2018	Civil	Rule to Vacate \$40	2018CV3110100272	Lee County Magistrate

Brown, Carroll	Plaintiff	2018CV3110100283	06/13/2018	Disposed	07/16/2018	Civil	Rule to Vacate \$40	2018CV3110100283	Lee County Magistrate
Brown, Carroll	Plaintiff	2018CV3110100284	06/13/2018	Disposed	07/16/2018	Civil	Rule to Vacate \$40	2018CV3110100284	Lee County Magistrate
Brown, Carroll	Plaintiff	2018CV3110100285	06/13/2018	Dismissed	08/30/2018	Civil	Rule to Vacate \$40	2018CV3110100285	Lee County Magistrate
Brown, Carroll	Plaintiff	2018CV3110100384	08/06/2018	Disposed	09/11/2018	Civil	Rule to Vacate \$40		Lee County Magistrate
Brown, Carroll	Plaintiff	2018CV3110100398	08/14/2018	Dismissed	10/01/2018	Civil	Rule to Vacate \$40	2018CV3110100398	Lee County Magistrate
Brown, Carroll	Plaintiff	2018CV3110100399	08/14/2018	Writ of Ejectment	09/26/2018	Civil	Rule to Vacate \$40	2018CV3110100399	Lee County Magistrate
Brown, Carroll	Plaintiff	2018CV3110100400	08/14/2018	Dismissed	10/01/2018	Civil	Rule to Vacate \$40	2018CV3110100400	Lee County Magistrate
Brown, Carroll	Plaintiff	2018CV3110100431	08/27/2018	Settled	12/31/2018	Civil	Rule to Vacate \$40		Lee County Magistrate
Brown, Carroll	Plaintiff	2018CV3110100460	09/11/2018	Disposed	10/29/2018	Civil	Rule to Vacate \$40		Lee County Magistrate
Brown, Carroll	Plaintiff	2018CV3110100461	09/11/2018	Disposed	10/25/2018	Civil	Rule to Vacate \$40		Lee County Magistrate
Brown, Carroll	Plaintiff	2018CV3110100484	09/25/2018	Disposed	10/23/2018	Civil	Rule to Vacate \$40		Lee County Magistrate
Brown, Carroll	Plaintiff	2018CV3110100495	10/05/2018	Disposed	10/25/2018	Civil	Rule to Vacate \$40		Lee County Magistrate
Brown, Carroll	Plaintiff	2018CV3110100496	10/05/2018	Dismissed	11/06/2018	Civil	Rule to Vacate \$40	2018CV3110100496	Lee County Magistrate
Brown, Carroll	Plaintiff	2018CV3110100511	10/15/2018	Dismissed	11/19/2018	Civil	Rule to Vacate \$40	2018CV3110100511	Lee County Magistrate
Brown, Carroll	Plaintiff	2018CV3110100525	10/23/2018	Settled	11/14/2018	Civil	Rule to Vacate \$40	2018CV3110100525	Lee County Magistrate
Brown, Carroll	Plaintiff	2018CV3110100573	11/27/2018	Writ of Ejectment	12/27/2018	Civil	Rule to Vacate \$40	2018CV3110100573	Lee County Magistrate
Brown, Carroll	Plaintiff	2018CV3110100574	11/27/2018	Dismissed	12/30/2018	Civil	Rule to Vacate \$40	2018CV3110100574	Lee County Magistrate
Brown, Carroll	Plaintiff	2018CV3110100575	11/27/2018	Writ of Ejectment	12/27/2018	Civil	Rule to Vacate \$40	2018CV3110100575	Lee County Magistrate
Brown, Carroll	Plaintiff	2018CV3110100595	12/06/2018	Dismissed	01/08/2019	Civil	Rule to Vacate \$40	2018CV3110100595	Lee County Magistrate