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SC Court of Appeals

**THE STATE OF SOUTH CAROLINA
In The Court of Appeals**

**APPEAL FROM ORANGEBURG COUNTY
In the Court of Common Pleas**

The Honorable Heath P. Taylor, Circuit Court Judge

Appellate Case No. 2023-000600

Yonderfield, LLC,

Respondent,

v.

RI, Inc. And Seating Services, LLC;
Scott Suprina; and John Doe, Shareholders,
Defendants,

Of whom Scott Suprina is the

Appellant.

RECORD ON APPEAL

VOLUME I

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STATE OF SOUTH CAROLINA

COUNTY OF ORANGEBURG

Yonder Field, LLC,

Plaintiff,

V.

RI, Inc. and Seating Services, LLC

Defendants.

) IN THE COURT OF COMMON PLEAS
) C/A 2020CP3800783

ORDER

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Apr 14 2023

SC Court of Appeals

This matter came before this Court upon Plaintiff's motion for an order allowing amendment and service of an amended complaint pursuant to Rules 15 and 25, SCRCPP, on the ground that Defendant RI, Inc. had dissolved and liquidated its assets. Plaintiff was represented by Skyler B Hutto, Esq. Defendant was represented by Christopher Kennedy, Esq. This motion was briefed without a hearing.

When considering a motion for amending a complaint, and service of said complaint, the Court notes that leave for amendments should be freely given: “a party may amend his pleading only by leave of court or by written consent of the adverse party; and leave shall be freely given when justice so requires and does not prejudice any other party.” SCRCP 15(a). Plaintiff herein presented deposition testimony to the Court to support the proposition that Defendant RI, Inc. had been dissolved and liquidated by its former owners. In said testimony, it appears that the corporation’s owner, one of the potential newly named Defendants, was well aware of this suit prior to the dissolution and liquidation of Defendant RI, Inc.

The Court finds that the addition of said owner and John Doe Beneficiary Shareholders would not prejudice those parties, as they were or should have been aware of this existence of this

suit within the statute of limitations.¹

IT IS THEREFORE ORDERED that Plaintiff shall be granted the opportunity to amend and serve its amended complaint adding Scott Suprina and John Doe Beneficiary Shareholders as parties.

AND IT IS SO ORDERED.

Circuit Court Judge
Edgar W. Dickson

_____, 20____
Orangeburg, South Carolina

¹ "In case of any transfer of interest, the action may be continued by or against the original party, unless the court upon motion directs the person to whom the interest is transferred to be substituted in the action or joined with the original party." SCRCP 25(c). *See Bryant v. Waste Management*, 341 S.C. 159 (1979).



Orangeburg Common Pleas

Case Caption: Yonder Field, LLC VS RI, Inc.

Case Number: 2020CP3800783

Type: Order/Amend

So Ordered

s/ Edgar W. Dickson #2153

Electronically signed on 2021-04-23 11:44:23 page 3 of 3

STATE OF SOUTH CAROLINA)

COUNTY OF ORANGEBURG)

YONDER FIELD, LLC,)

Plaintiff,)

vs.)

RI Inc., Seating Solutions, LLC, Scott)
Suprina, and John Doe Shareholders.)

Defendants.)

IN THE COURT OF COMMON PLEAS

Civil Action No.: 2020CP3800783

**ORDER PARTIALLY DENYING
SUMMARY JUDGMENT**

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Apr 14 2023

SC Court of Appeals

This matter came before me upon Defendant Suprina's motion to dismiss for untimely service. Plaintiff was represented by Skyler Hutto. Defendant was represented by Chris Kennedy. A hearing was held on 11 April, 2022.

Generally, in a civil matter, private parties must be served within the statute of limitations or shortly thereafter. In the matter at hand, Defendant Suprina filed this motion on the grounds that he was not served with this suit, in his personal capacity, within 120 days of the Statute of Limitations. SCRCP 3(a)(2).

At the hearing on this matter, Plaintiff raised numerous reasons why the Court should not dismiss this matter for untimely service. These reasons revolve around the central premise that Defendant Suprina was in fact served previously with this action as the representative and owner of the corporation, RI, Inc. It was uncovered later through deposition testimony that RI, Inc. had dissolved and liquidated, which is why Plaintiff sought to name Mr. Suprina personally.

In a previous Order from this Court dated 23 April, 2021, Judge Edgar Dickson acknowledged the dissolution of the corporation and allowed Mr. Suprina to be named personally, as he may have benefited directly from the liquidation of RI, Inc. Judge Dickson's Order specifically allowed for Mr. Suprina to be served with the suit (for a second time) after the statute of limitations would have normally passed, in part because it was demonstrated that Defendant Suprina was aware of this action when Defendant RI, Inc. was dissolved. Furthermore, Plaintiff's Counsel informed the Court that the parties originally discussed the likelihood of Defense Counsel accepting service for Defendant Suprina, but Defendant Suprina, after some delay, informed his Defense Counsel that he did not wish for Counsel to accept service. As such, Defendant Suprina was located and served personally in New York State.

As such, the Court finds that service was accomplished in a timely and effective manner.

The Court finds that, based on Judge Dickson's previous Order in this matter, and based on Counsel's efforts to perfect service promptly, the motion dismissing Defendant Suprina should be DENIED.

AND IT IS SO ORDERED.

Circuit Court Judge – M. Dennis

19 April, 2022

Orangeburg, South Carolina



Orangeburg Common Pleas

Case Caption: Yonder Field, LLC VS RI, Inc.

Case Number: 2020CP3800783

Type: Order/Other

R. Markley Dennis Jr., 2060

R. Markley Dennis Jr., 2060

Electronically signed on 2022-04-26 13:34:07 page 3 of 3

STATE OF SOUTH CAROLINA)

COUNTY OF ORANGEBURG)

Yonder Field, LLC,)

Plaintiff,)

v.)

RI, Inc. and Seating Services, LLC,)
Scott Suprina and John Doe)
Shareholders,)

Defendants.)

IN THE COURT OF COMMON PLEAS
FOR THE SEVENTH JUDICIAL CIRCUIT

C/A NO.: 2020-CP-38-00783

VERDICT FORM

CLERK OF COURT
ORANGEBURG, SC

2023 JAN -5 PM 5:53

FILED FOR RECORD
WINNIFA B. CLARK

VERDICT

Plaintiff's Conversion Claim

1. Did the Defendants wrongfully convert the Plaintiff's funds to their own use?
☒ YES
☐ NO

If your answer is NO, please skip to Question #5. If your answer is YES, then proceed to Question #2.

2. We, the Jury, find for the Plaintiff against the Defendants in the amount of
\$ 160,100 actual damages for conversion.
3. Did the Plaintiff prove by clear and convincing evidence that the Defendants recklessly, willfully, and/or wantonly converted the Plaintiffs funds to their own use?
☒ YES
☐ NO

If your answer to Question #3 is YES, then proceed to Question #4. If your answer to Question #3 is NO, then proceed to Question #5.

4. Please state the amount of punitive damages, if any, you award to the Plaintiff against the Defendants.

\$ 0 punitive damages.

Defendant's Breach of Contract Counterclaim

5. Did the parties form a contract?

☒ YES
☐ NO

If your answer is NO, please stop deliberating and the foreperson should sign the verdict form. If your answer is YES, then proceed to Question #6.

6. Did the Plaintiff breach the contract?

☒ YES
☐ NO

If your answer is YES, please proceed to the next question. If your answer is NO, please stop deliberating and the foreperson should sign the verdict form.

7. We, the Jury, find for the Defendant/s against the Plaintiff/s in the amount of

\$ 0 actual damages for breach of contract.

The Foreperson should sign the verdict form and inform the bailiff you have reached a decision.

Ruthie M. Bailey
Ruthie M. Bailey
FOREPERSON

January 5, 2023

Orangeburg, South Carolina

1 STATE OF SOUTH CAROLINA)
2) IN THE COURT OF
3 COUNTY OF ORANGEBURG) COMMON PLEAS
4
5 YONDER FIELD, LLC,)
6 Plaintiff,)
7 Vs) CASE NO. 2020-CP-38-00783
8 RI, INC and SEATING)
9 SERVICES, LLC, SCOTT)
10 SUPRINA and JOHN DOE)
11 SHAREHOLDERS,)
12 Defendants)
13 JANUARY 5, 2023
14 ORANGEBURG, SOUTH CAROLINA
15
16 HONORABLE HEATH P. TAYLOR, JUDGE
17
18 A P P E A R A N C E S:
19 BY: SKYLER B. HUTTO, ESQUIRE
20 Attorney for the Plaintiff
21 BY: N. DOUGLAS BRANNON, ESQUIRE
22 CHRISTOPHER D. KENNEDY, ESQUIRE
23 Attorneys for the Defendants
24 KATHERINE A. SPIRES
25 REGISTERED PROFESSIONAL REPORTER

1	<u>I N D E X</u>				
2	<u>WITNESS</u>	<u>DIRECT</u>	<u>CROSS</u>	<u>REDIRECT</u>	<u>RECROSS</u>
3	OPENING STATEMENTS				
4	Mr. Hutto	77			
5	Mr. Brannon	84			
6	ROBERT DARR				
7	Mr. Hutto	91		158	
8	Mr. Brannon		128		
9	STACIE DARR				
10	Mr. Hutto	166		325	
11	Mr. Brannon		227		
12	SCOTT SUPRINA				
13	Mr. Brannon	344		456	
14	Mr. Hutto		400		
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E X H I B I T S

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1				
2				
3	P-1 through 13	E-mails		68
4	P-18 through 55	E-mails		68
5	P-56	E-mails		200
6	P-57	E-mail		220
7	P-59 through 60	E-mails		399
8	J-A through K	E-mails		68
9	J-L	E-mails		226
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1 THE COURT: Are we ready to proceed?

2 THE CLERK: Yes.

3 THE COURT: Good morning, ladies and
4 gentlemen. My name is Heath Taylor and I am a
5 circuit court judge here in the First Circuit which
6 covers Calhoun, Orangeburg, and Dorchester, so I am
7 one of your resident judges. I am from Calhoun
8 County, but I have my office here in the Orangeburg
9 County courthouse. It's my pleasure to have you
10 appear today and serve this term of court for
11 Common Pleas which is civil court.

12 First thing we need to do is confirm
13 that you're in the right courthouse. I'm sure
14 you've already been through that one time, but I
15 want to make sure you haven't been summoned to
16 magistrate's court or city court or possibly even
17 federal circuit court -- or federal district court
18 rather for jury duty. We want to make sure you're
19 in the right place.

20 This term of court is for one week.
21 Your service as jurors will end this Friday. We
22 don't anticipate any cases running over, so after
23 this week, you are done for three years. We
24 understand the inconvenience that jury service
25 causes to you and we thank you for being here.

1 We'll do our best to minimize any inconvenience and
2 hopefully make this an enjoyable and educational
3 week for you.

4 The bailiffs here, got Ms. Delaine
5 here, which I'm sure you've already met and
6 Ms. Diane over here to my right, these folks are
7 going to take care of you this week. If you have
8 -- particularly, if you're called for jury duty,
9 you will be with them a lot -- spending a lot of
10 time with them rather. If you have a particular
11 question or concern, you need to talk to me, you
12 have an emergency, they'll be happy to help you.
13 You'll see some deputies around from time to time,
14 they can answer any questions you may have as well.
15 Ms. Clark, our clerk of court, and her staff are
16 also available for you.

17 Again, we want to make this as painless
18 and enjoyable for you as possible. We know it's an
19 inconvenience, so all of these folks and myself
20 included -- (phone ringing) -- if you could just
21 turn that off for me. It's okay. Just make sure
22 your phones are on vibrate. But, again, I'm also
23 available for you too. If you need any help with
24 anything or if you encounter a particular problem
25 we're all here to make this, again, as painless as

1 possible.

2 Our purpose this morning is to
3 determine your qualifications and eligibility to
4 serve as jurors. Juror qualification is done in
5 several stages. The first stage of jury
6 qualification is what's referred to as the roll
7 call. The clerk is going to call the roll of all
8 of you who have been called for jury duty. When
9 your name is called, please stand, and in a clear
10 voice, give us the information with regard to your
11 employer, if you're employed, if you're
12 self-employed, give us the nature of your
13 employment, don't just say self-employed. If
14 you're retired or disabled, we'd like to know what
15 you're retired from and if you're disabled what
16 your former occupation was. If you're married,
17 we'd also like to know if your spouse is employed
18 and the nature of his or her employment.

19 And as part of the roll call and
20 qualification process, it's necessary that we
21 administer an oath to you. So, Ms. Clark is going
22 to swear you in right now.

23 (WHEREUPON, the jury panel was sworn
24 in.)

25 THE COURT: All right. Madam clerk,

1 please call the roll.

2 THE CLERK: Good morning everyone.
3 Before we start, if I mispronounce your name, I
4 apologize in advance. Juror number 2, Shirley
5 Adams. When you stand, can you let us know your
6 occupation, if you're single or married, if your
7 spouse is retired, where they retired from.

8 THE COURT: And your spouse's
9 occupation as well.

10 MS. ADAMS: Again, I'm Shirley Adams.
11 I work for Orangeburg County School District for
12 Bethune-Bowman Middle, High and Elementary School.
13 My occupation is school data clerk. I am married
14 to Herbert L. Adams and he is employed at Waste
15 Management.

16 THE CLERK: Thank you. Juror 4,
17 Carmella Allen.

18 MS. ALLEN: Hi, I'm Carmella Allen.
19 I'm a retired nurse. Disabled by way of
20 California. I've been here for four years. I'm
21 married. My husband works for -- well, he works
22 for American Express and that's it.

23 THE CLERK: Thank you. Juror 7, Austin
24 Amaker.

25 MR. AMAKER: Yes, ma'am. I work for

1 Palmetto Cycle Reservices and my wife, Bianka
2 Amaker, she's unemployed.

3 THE CLERK: Thank you. Juror 14,
4 Ruthie Bailey.

5 MS. BAILEY: Hi, I'm Ruthie Bailey. I
6 work at Walmart Distribution Center. I'm a widow.

7 THE CLERK: Thank you. Juror 15, James
8 Ball.

9 MR. BALL: James Ball. Single. CNA,
10 Blackville Health and Rehab.

11 THE CLERK: Thank you. Juror 16,
12 Zachary Baltzegar.

13 MR. BALTZEGAR: Zachary Baltzegar.
14 Lineman, Dominion Energy. Wife, Kimberly Lane
15 Baltzegar, going back to school.

16 THE CLERK: Thank you. Juror 18, Eric
17 Barnett. I apologized, he was excused by the
18 judge.

19 Juror 19, Christin Bartley.

20 MS. BARTLEY: Christin Bartley. I'm an
21 instructor at OC Tech and my husband Antonio
22 Bartley is a supervisor at UPS.

23 THE CLERK: Thank you. Juror 24,
24 Sharon Berry.

25 MS. BERRY: Sharon Berry. Single.

1 Residence service coordinator for NHE Incorporated.

2 THE CLERK: Thank you. Juror 26,
3 Emmeline Black.

4 MS. BLACK: Emmeline Black. Single.
5 Occupation, student.

6 THE CLERK: Thank you. Juror 36,
7 Charles Brantley.

8 MR. BRANTLEY: I work at SCDOT in Holly
9 Hill, South Carolina. Crew leader and a heavy
10 equipment operator. Yes, I'm married. My wife
11 work at Hampton Inn.

12 THE CLERK: Thank you. Juror 38,
13 Rhonda Brigmon.

14 MS. BRIGMON: Hello, I'm Rhonda
15 Brigmon. I'm single and I'm unemployed.

16 THE CLERK: Thank you. Juror 46,
17 Timothy Caddell.

18 MR. CADDELL: Timothy Caddell. Die
19 Maintenance at TBS in Ridgeville. Spouse is
20 unemployed.

21 THE CLERK: Thank you. Juror 47, Cora
22 Calloway.

23 MS. CALLOWAY: Hi, my name is Cora
24 Calloway. I am retired -- partially retired. I
25 work for Allendale County School District as a

1 guidance counselor. My husband is retired veteran.

2 THE CLERK: Thank you.

3 THE COURT: And, ladies and gentlemen,
4 if you can just speak up. We have a court reporter
5 here -- and you're fine, you can have a seat now,
6 ma'am. We have a court reporter here in front of
7 me and she takes down everything everybody says in
8 the courtroom, so it's important to speak up just
9 for her benefit and all of our benefits so make
10 sure we have the correct information. Thank you.

11 THE CLERK: Juror 48, Alberto Carbajal.

12 MR. CARBAJAL: My name is Alberto
13 Carbajal. I'm single. I'm a store manager at
14 Dollar General in Neece's.

15 THE CLERK: Thank you. Juror 49,
16 Herbert Colter.

17 MR. COLTER: I'm Herbert Colter.
18 Married. Wife, healthcare and I'm a retired truck
19 driver.

20 THE CLERK: Thank you. Juror 51, Molly
21 Conway.

22 MS. CONWAY: I'm Molly Conway. I'm
23 single and I'm a civil engineer with Davis and
24 Floyd.

25 THE CLERK: Thank you. Juror 52,

1 Castina Cook.

2 MS. COOK: I'm Castina Cook. Single.
3 Restaurant manager.

4 THE CLERK: Thank you. Juror 56, Kelci
5 Criscione.

6 MS. CRISCIONE: It's Criscione, Kelci.
7 I work at the Lake Marian Golf Course Resort and
8 I'm single.

9 THE CLERK: Thank you. Juror 62,
10 Gregory Dame.

11 MR. DAME: I'm Gregory Dame. Disabled.
12 Wife works for Charleston VA.

13 THE CLERK: Thank you. Juror 69,
14 Brandi Dugar.

15 MS. DUGAR: My name's Brandi Dugar.
16 I'm single and I work for BioSerenity as a sleep
17 technologist, overnight sleep studies.

18 THE CLERK: Thank you. Juror 71,
19 Michael Dukes.

20 MR. DUKES: I'm Michael Dukes. I'm
21 divorced. I'm a meat cutter at Piggly Wiggly.

22 THE CLERK: Thank you. Juror 75,
23 Shannon Evans.

24 MS. EVANS: I'm Shannon Evans. Single
25 and I work at East Bay Charleston in Magstadt

1 (phonetic).

2 THE CLERK: Thank you. Juror 83,
3 D'Andre Fogle?

4 MR. FOGLE: D'Andre Fogle. I work at
5 Scout's Boat.

6 THE CLERK: Single or married?

7 MR. FOGLE: Single.

8 THE CLERK: Thank you. Juror 85.
9 Cassie Fox.

10 MS. FOX: I'm Cassie Fox. I'm head
11 teller at Farmers & Merchants Bank in Bowman and
12 I'm divorced.

13 THE CLERK: Thank you. Juror 87,
14 Cheryl Fulmer.

15 MS. FULMER: Hi, I'm Cheryl Fulmer.
16 I'm married. I work at Williston, South Carolina
17 at Crane Payments Innovation. My husband works at
18 Orangeburg School District as maintenance.

19 THE CLERK: Thank you. Juror 93,
20 Khalia Giles.

21 MS. GILES: Hi, I'm Khalia Giles. I'm
22 a soil conservationist for NRCS. Single.

23 THE CLERK: Thank you. Juror 94,
24 Robert Gill. That's a scanning error.

25 Jury 98, Kahari Glover.

1 MR. GLOVER: I'm Kahari Glover. I'm
2 single and I work at (inaudible).

3 THE CLERK: Thank you. Juror 97,
4 Ayanna Glover.

5 MS. GLOVER: I'm Ayanna Glover,
6 assistant principal at Edisto Primary in Orangeburg
7 County School District. I'm married to Christopher
8 Glover and he's employed with Orangeburg County
9 School District as well.

10 THE CLERK: Thank you. Juror 106,
11 Antoine Green.

12 MR. GREEN: Antoine Green. I'm a one
13 operator. I work with US Service. My wife is
14 Janella Green. She work at Target Distribution
15 Center Lugoff.

16 THE CLERK: Thank you. Juror 116,
17 Teresa Harris.

18 MS. HARRIS: Teresa Harris. Single.
19 I'm a sales agent with Blue Cross Blue Shield.

20 THE CLERK: Thank you. Juror 121,
21 Velma Haywood.

22 MS. HAYWOOD: My name is Velma Haywood.
23 I work at Hardee's. My husband work at Orangeburg
24 Tech Center.

25 THE CLERK: Thank you. Juror 134,

1 Catrina Hudson.

2 MS. HUDSON: I'm Catrina Hudson. I'm
3 an RN with Agape Care Hospice. I am married. My
4 husband works for Swamp Fox Insurance Agency.

5 THE CLERK: Thank you. Juror 135, Don
6 Hutto.

7 MR. HUTTO: Don Hutto. I'm a warehouse
8 manager for Bonitz Flooring. My wife is Becky
9 Hutto and she's retired.

10 THE CLERK: Thank you. Juror 137,
11 Courtney Jackson.

12 MR. JACKSON: I'm single. I work for
13 Michelin North America.

14 THE CLERK: Thank you. Juror 138,
15 Frank Jackson.

16 MR. JACKSON: Frank Jackson. Retired,
17 United States Postal Service and single.

18 THE CLERK: Thank you. Juror 144,
19 Robert Jenkins.

20 MR. JENKINS: I'm single and I work for
21 Zeus.

22 THE CLERK: Thank you. Juror 149,
23 Timothy Johnson.

24 MR. JOHNSON: Timothy Johnson. Truck
25 driver. Single.

1 THE CLERK: Thank you. Juror 146,
2 Jennifer Johnson.

3 MS. JOHNSON: All Your Needs Home
4 Health Care and I'm single.

5 THE CLERK: Thank you. Juror 151,
6 Katelynne Jones.

7 MS. JONES: Katelynne Jones and I'm a
8 car wash detailer at Frank's Car Wash and I'm
9 single.

10 THE CLERK: Thank you. Juror 152,
11 LaShonda Jones.

12 MS. JONES: LaShonda Jones. Home
13 health aid at Comfort Health Care. Single.

14 THE CLERK: Thank you. Juror 154,
15 Jonathan Jordan.

16 MR. JORDAN: I work at Five Star
17 Roofing and I'm not married.

18 THE CLERK: Thank you. Juror 155,
19 Gregory Jumper.

20 MR. JUMPER: I work for Lindsey's Auto
21 & Farm and single.

22 THE CLERK: Thank you. Juror 157,
23 Shamekia Kearse.

24 MS. KEARSE: Shamekia Kearse. I'm
25 single and I'm a foreman at SCDOT Orangeburg.

1 THE CLERK: Thank you. Juror 160,
2 Shante Keller-Dunning.

3 MS. DUNNING: Food Lion Warehouse.
4 Driver. Married. My husband work at Husqvarna.

5 THE CLERK: Thank you. Juror 168,
6 LaToya Livingston.

7 MS. LIVINGSTON: LaToya Livingston.
8 Senior operations analyst for IGS Energy and I'm
9 single.

10 THE CLERK: Thank you. Juror 171, John
11 Mack.

12 MR. MACK: John Mack and I'm a student.

13 THE CLERK: Single or married?

14 MR. MACK: Single.

15 THE CLERK: Thank you. Juror 173,
16 Tyshay Mack.

17 MS. MACK: Just started at Roses.
18 Single.

19 THE CLERK: Thank you. Juror 177,
20 Tamara Martin.

21 MS. MARTIN: Tamara Martin. I'm a team
22 leader at Husqvarna and I'm married. My husband
23 works at Show in Aiken.

24 THE CLERK: Thank you. Juror 178,
25 Tyler Martin.

1 MR. MARTIN: I'm Tyler Martin. I work
2 at an EMS company. Single.

3 THE CLERK: Thank you. Juror 179,
4 Rosemary Mento.

5 MS. MENTO: Rosemary Mento. Retired
6 accountant. GKN Aerospace. Married. My husband
7 owns his own business, video production.

8 THE CLERK: Thank you. Juror 180, TJ
9 Messier.

10 MR. MESSIER: TJ Messier. Process of
11 VMA, retired through the Department of Navy, Naval
12 Information Worker Center. Married. Spouse is
13 mother of children. That's it.

14 THE CLERK: Thank you. Juror 182,
15 Darlene Minigen.

16 MS. MINIGEN: Darlene Minigen. CNA at
17 Goose Creek, Griswold Home Health Care. Separated.

18 THE CLERK: Thank you. Juror 184,
19 Robert Mitchell.

20 MR. MITCHELL: Robert Mitchell. I work
21 at (inaudible) Carbon as a maintenance tech. I'm
22 married. My wife stays home.

23 THE CLERK: Thank you. Juror 186,
24 Vantrawlyo Montgomery.

25 MR. MONTGOMERY: I'm single and I work

1 at Love's Travel Stop in Orangeburg.

2 THE CLERK: Thank you. Juror 189,
3 Christopher Morton.

4 MR. MORTON: I'm single and I work at
5 Mercedes Benz.

6 THE CLERK: Thank you. Juror 190,
7 Danielle Mosley.

8 MS. MOSLEY: I'm single. I'm a CNA at
9 (inaudible).

10 THE CLERK: Thank you. Juror 191,
11 Karyn Moss.

12 MS. MOSS: Good morning. I'm Karyn
13 Moss and I'm a drama instructor at Carver-Edisto
14 Middle School in Orangeburg County School District.
15 My husband also works in Orangeburg County School
16 District as fifth grade teacher at Mellichamp.

17 THE CLERK: Thank you. Juror 197,
18 Michael Myers.

19 MR. MYERS: I'm Michael Myers. I work
20 for the Okonite company here in Orangeburg. I'm
21 the manager of engineering. My wife is a
22 stay-at-home mom.

23 THE CLERK: Thank you. Juror 200,
24 Kathryn Nexsen.

25 MS. NEXSEN: I'm a civil engineer at

1 AECOM in Columbia and my husband Josh Nexsen works
2 for Orangeburg DPU.

3 THE CLERK: Thank you. Juror 201,
4 Daniel Odom.

5 MR. ODOM: Daniel Odom. Employed with
6 the City of Orangeburg Department of Public
7 Utilities. Married. My wife is employed with
8 Koppers Industries.

9 THE CLERK: Thank you. Jury 206,
10 Timothy Ott.

11 MR. OTT: Timothy Ott. I work at
12 Farmers & Merchants Bank in Holly Hill, South
13 Carolina, IT manager. My wife works as a dietician
14 at Greenwood Genetic Center.

15 THE CLERK: Thank you. Juror 209,
16 Christian Palermo.

17 MR. PALERMO: I'm single and I work at
18 BMW.

19 THE CLERK: Thank you. Juror 210,
20 Michael Parham.

21 MR. PARHAM: College student. Single.

22 THE CLERK: Thank you. Juror 212,
23 Marcus Patterson.

24 MR. PATTERSON: My name's Michael
25 Patterson. I work at Amick's Farm. My wife

1 LaKeisha Patterson, she works there too.

2 THE CLERK: Thank you. Juror 219,
3 Chenigia Perry.

4 MS. PERRY: I'm Chenigia Perry. I work
5 at Husqvarna as assembly tool and I'm single.

6 THE CLERK: Thank you. Juror 222,
7 Matthew Pressley.

8 MR. PRESSLEY: Matthew Pressley. Air
9 compressor technician. Also 10 years in Air
10 National Guard. My wife is a labor and delivery
11 nurse at Prisma.

12 THE CLERK: Thank you. Juror 225,
13 Tyravia Pringle.

14 MS. PRINGLE: I'm a student at Savannah
15 State.

16 THE CLERK: Married or single?

17 MS. PRINGLE: Single.

18 THE CLERK: Thank you. Juror 235,
19 Raquan Robinson.

20 MR. ROBINSON: I'm single and I work
21 for Tradesmen International.

22 THE CLERK: Thank you. Juror 236,
23 Tameika Robinson Burkett.

24 MS. ROBINSON: I work for Visiting
25 Angels out of Augusta and I'm divorced.

1 THE CLERK: Thank you. Juror 238,
2 Jsha'nae Roque.

3 MS. ROQUE: I work at Charleston ENT &
4 Allergy front desk and I'm single.

5 THE CLERK: Thank you. Juror 247,
6 Cynthia Shuler.

7 MS. SHULER: I'm Cynthia Shuler. I
8 work for the VA here in Orangeburg, I'm a nurse.
9 My husband owns his own business which is Shuler's
10 Stables, training thoroughbred racehorses.

11 THE CLERK: Thank you. Juror 254,
12 Benton Smoak.

13 MR. SMOAK: I'm Benton Smoak. I'm
14 employed with Okonite in Orangeburg and I'm single.

15 THE CLERK: Thank you. Juror 260,
16 Edward Stevenson.

17 MR. STEVENSON: I'm an RN with the
18 Department of Mental Health. Married. Wife
19 retired. Used to work with (inaudible).

20 THE CLERK: Thank you. Juror 262,
21 Shannon Strickland.

22 MS. STRICKLAND: I'm Shannon
23 Strickland. I'm the IT director and my husband is
24 self-employed heating and air.

25 THE CLERK: Thank you. Juror 263,

1 Laticy Stroman.

2 MS. STROMAN: Hi, I'm Laticy Stroman.
3 I work here in Orangeburg, South Carolina at the
4 Walmart Supercenter and I'm single.

5 THE CLERK: Thank you. Juror 268,
6 Isaiah Tarte.

7 MR. TARTE: Isaiah Tarte. I'm a CNA in
8 Greensboro, North Carolina at Guilford County
9 Health Care Center. Single.

10 THE CLERK: Thank you. Juror 269,
11 Gloria Taylor. That's a scanning error.

12 Juror 271, Tamara Till.

13 MS. TILL: I'm Tamara Till. I work at
14 Grove Park Medical Center as a nurse practitioner.
15 I'm married. My husband owns Tills Landscape and
16 Concrete.

17 THE CLERK: Thank you. Juror 273, Joy
18 Turnblad.

19 MS. TURNBLAD: I'm a former teacher.
20 I'm married and my husband is a former engineer
21 with Albemarle Corporation.

22 THE CLERK: Thank you. Juror 276,
23 William Vogt.

24 MR. VOGT: I'm single and I'm a truck
25 driver.

1 THE CLERK: Thank you. Juror 284,
2 Dymesha Wannamaker.

3 MS. WANNAMAKER: I'm Dymesha Wannamaker
4 and I work United States Postal Services in West
5 Columbia. I'm married and my husband is a truck
6 driver.

7 THE CLERK: Thank you. Juror 287,
8 Travis Watson.

9 MR. WATSON: Single. Heavy equipment
10 operator.

11 THE CLERK: Thank you. Juror 292,
12 Jaylen Williams.

13 MR. WILLIAMS: Single. Overnight team
14 member at Walmart.

15 THE CLERK: Thank you. Jury 295,
16 Christina Winningham.

17 MS. WINNINGHAM: I'm single and I'm an
18 insurance producer with Xytel.

19 THE CLERK: Thank you. Was there
20 anyone that I did not call?

21 (No response.)

22 THE CLERK: Thank you.

23 THE COURT: All right. Ladies and
24 gentlemen, I now have a few questions to ask you to
25 determine your qualifications as jurors in this

1 court. These questions determine your general
2 eligibility to serve. State law requires that I
3 ask you these questions. Quite frankly, some of
4 these questions are very personal and you may not
5 want to stand and disclose this information openly
6 in the presence of your fellow jurors.

7 After each question, if any of you need
8 to respond, I'll ask you to stand. If you don't
9 want to stand that's fine. At the end of the
10 process, I'll give you a chance to come forward and
11 speak privately with me and the attorneys and the
12 clerk. We don't want any of you to be embarrassed
13 by any response you may have to make. If you don't
14 want to stand, just make a mental note and remember
15 to come forward at the end when I ask you to do so.
16 It's absolutely essential that we have accurate
17 information on each of you.

18 First question, is any member of the
19 jury panel not a citizen of the United States? If
20 so, please stand.

21 (No response.)

22 Is any member of the jury panel not a
23 resident and citizen of Orangeburg County, South
24 Carolina? If so, please stand.

25 Yes, sir?

1 MR. GREEN: I stay in Sumter.

2 THE COURT: All right. What's your
3 juror number?

4 MR. GREEN: 106.

5 THE COURT: 106. You say you now
6 reside in Sumter?

7 MR. GREEN: Yes, sir.

8 THE COURT: Do you have your driver's
9 license changed?

10 MR. GREEN: I haven't had it changed
11 yet.

12 THE COURT: A power bill? Anything
13 like that?

14 MR. GREEN: No, sir.

15 THE COURT: All right, sir, unless
16 you've got some kind of documentation of that, I'm
17 not permitted to excuse you.

18 MR. GREEN: Okay.

19 THE COURT: All right. Yes, ma'am?

20 MS. BRIGMON: I live in Calhoun County
21 with my mother.

22 THE COURT: All right. What is your
23 number?

24 MS. BRIGMON: 38, I think.

25 THE COURT: 38. You live in Calhoun

1 you say?

2 MS. BRIGMON: Yes.

3 THE COURT: Do you have any
4 documentation of that?

5 MS. BRIGMON: No. Everything is in her
6 name and I haven't changed my ID over yet.

7 THE COURT: So your ID, you don't have
8 any kind of power bill?

9 MS. BRIGMON: No, it's in her name. I
10 live with her.

11 THE COURT: Okay. Well, I can't excuse
12 you without some documentation of it.

13 MS. BRIGMON: Okay. Thank you.

14 THE COURT: Is any member of the jury
15 panel unable to read, write, speak or understand
16 the English language? If so, please stand.

17 (No response.)

18 Does any member of the jury panel have
19 less than a sixth grade education or its
20 equivalent? If so, please stand.

21 (No response.)

22 Is any member of the jury panel unable
23 because of mental or physical infirmities to render
24 efficient jury service? For example, is any member
25 of the jury panel have a medical condition that

1 would prevent you from serving on a jury this week
2 such as sitting for long periods of time, things of
3 that nature. Typically court's going to run from
4 an hour and a half maybe to two hours before we
5 take breaks, you know, once you're seated. But
6 this isn't a marathon, we're not trying to kill
7 you, we all need a break, so -- yes, sir.

8 MR. MESSIER: I've got diagnosed with
9 through the VA, I have bad PTSD, two tours in Iraq.
10 Combat related. Don't do well in crowds. But I've
11 also got numerous cervical and spinal issues that
12 prevent me from sitting for long periods of time.
13 I do have paperwork showing my ratings and the
14 breakdown. I did try to get a medical doctor, but
15 because of the holidays, I wasn't able to get any
16 of my doctors to write a note.

17 THE COURT: Okay. And what's your
18 juror number?

19 MR. MESSIER: 180.

20 THE COURT: You said your cervical
21 condition prevents you from sitting for long
22 periods of time?

23 MR. MESSIER: Yes, sir.

24 THE COURT: All right. I'll excuse
25 you.

1 Yes, ma'am, what's your juror number?

2 MS. DUNNING: I think it's 160.

3 THE COURT: Okay.

4 MS. DUNNING: I have degenerative disc
5 disease in my spine. I had two heart attacks. I
6 have Crohn's disease. I don't have a medical
7 record of the Crohn's or the spine, but I do have a
8 card for my heart attack.

9 THE COURT: Does that -- do you think
10 that would impair your ability to serve as a juror
11 in this case?

12 MS. DUNNING: Because like sitting on
13 this is kind of making it kind of hard.

14 THE COURT: Okay. All right. Well,
15 I'll excuse you. And that was jury number 160.

16 All right. Has any member of the jury
17 panel been convicted by a guilty plea or in trial
18 in a state or federal court of record of a crime
19 punishable by imprisonment for more than one year
20 and your civil rights have not been restored by
21 pardon or amnesty. Punishable by more than one
22 year means that you could have received a sentence
23 of more than one year regardless of what you
24 received. Even if you received a probationary
25 sentence, if you could have received a sentence in

1 excess of one year, please stand.

2 MS. JONES: I had a -- I had a hit and
3 run, it's in Lexington County in 2006.

4 THE COURT: Okay. And you were
5 convicted in Lexington County of that?

6 MS. JONES: Uh-huh.

7 THE COURT: And what's juror number?

8 MS. JONES: 152

9 THE COURT: 152. Okay. Well, you're
10 excused. Thank you.

11 Is any member of the jury panel a clerk
12 or deputy clerk of court, constable, sheriff or
13 other commissioned law enforcement officer, probate
14 judge, county commissioner, magistrate or other
15 county officer or employed within the walls of any
16 courthouse? If so, please stand.

17 Yes, ma'am?

18 MS. FULMER: I work for Orangeburg
19 County Department -- DPS, Orangeburg Department of
20 Public Safety from 2006 to 2008.

21 THE COURT: Okay. But you're not
22 currently employed there; correct?

23 MS. FULMER: No, I'm not.

24 THE COURT: Okay. Thank you. That's
25 not enough. Good try though. What was your

1 number, again, ma'am?

2 MS. FULMER: 87.

3 THE COURT: 87. Is any member of the
4 jury panel who has previously served on jury duty
5 in circuit court, not city court, not magistrate's
6 court or federal court during this calendar year?
7 If so, please stand.

8 (No response.)

9 Has any member of the jury panel served
10 as a member of the Orangeburg County grand jury
11 during the past several years? If so, please
12 stand.

13 (No response.)

14 All right. Now we're going to move to
15 what's called jury exemptions. State law provides
16 for several exemptions for jury service. An
17 exemption does not mean you are not qualified to
18 serve, it simply means you have the right not to
19 serve. First one of those, is those of you who are
20 65 years of age or older may be exempted from jury
21 service. If you are 65 years of age or older, you
22 represent a tremendous pool of talent for jury
23 service based upon your life experiences and we
24 urge you to serve. However, if you wish to be
25 exempted, you may certainly do so. So if there's

1 anybody 65 years or older who wishes to be exempted
2 from service, please stand.

3 Yes, sir?

4 MR. JACKSON: Frank Jackson.

5 THE COURT: Your juror number?

6 MR. JACKSON: 138.

7 THE COURT: Mr. Jackson, 138. Yes, it
8 appears you are older than 65, so you're excused if
9 you wish to be exempted.

10 MR. JACKSON: Yeah, I would.

11 THE COURT: All right, sir. Thank you.
12 Anybody else?

13 (No response.)

14 Another exemption concerns prior jury
15 service. No person is required to serve as a juror
16 more often than once every three calendar years.
17 Therefore, if anybody member of the jury panel has
18 served on jury duty during the last two calendar
19 years, you may be exempt from service this week if
20 you choose to be exempted. Please note this
21 exemption does not apply if your service was in
22 magistrate's court, city court or a federal court.
23 If this exemption applies to you and you wish to be
24 exempted, please stand.

25 (No response.)

1 Next, persons who have served as grand
2 jurors in the last five calendar years may also be
3 exempt. If any member of the panel has served as a
4 grand juror during the last five calendar years,
5 please stand.

6 (No response.)

7 The next exemption deals with those of
8 you who have legal custody of young children.
9 Please listen carefully this exemption, it has
10 several parts, all of which must apply for you to
11 be exempted. You may be exempted from jury service
12 if you have a child under the age of seven, you
13 have legal custody of your child or children, you
14 have the principal care, custody and control of
15 your child or children and you are unable to make
16 arrangements for the adequate care of your child or
17 children while performing jury duty. If all of
18 these requirements apply to you, you may be
19 exempted on this basis. If this applies to you and
20 you wish to be exempted, please stand.

21 All right. Yes, ma'am, what's your
22 juror number?

23 MS. JONES: 151.

24 THE COURT: 151. And you have small
25 children?

1 MS. JONES: I have a daughter, she's
2 six.

3 THE COURT: Okay. And you don't have
4 otherwise have a way to take care of her?

5 MS. JONES: No, sir.

6 THE COURT: All right. If you will
7 come forward and sign the affidavit that the clerk
8 has, we can exempt you.

9 Yes, ma'am, what's your juror number?

10 MS. MOSLEY: 190.

11 THE COURT: 190. Yes, ma'am? You have
12 small children?

13 MS. MOSLEY: I got twin boys, they're
14 three.

15 THE COURT: Twin boys, how old?

16 MS. MOSLEY: Three.

17 THE COURT: Three. And you don't
18 otherwise have any way to take care of them?

19 MS. MOSLEY: Well, they're supposed to
20 be in school this week, but they're out of school
21 until Friday.

22 THE COURT: All right. If you want to
23 come forward and sign the affidavit, Ms. Clark will
24 take care of it.

25 Anybody else?

1 (No response.)

2 All right. Next, if you are the
3 primary caretaker of a person 65 years old or older
4 and you are unable to provided adequate care for
5 the person while performing jury service you may
6 also be exempt from jury duty. If this exemption
7 applies to you and you wish to be exempted, please
8 stand.

9 Yes, sir?

10 MR. BALL: I work at a nursing home in
11 Blackville on nightshift. I don't want it to
12 interfere with the times being here. I can't
13 change shift and they're short staffed, so I can't
14 really call out.

15 THE COURT: Okay. That's not what this
16 one's about, just bring that to my attention a
17 little bit later and we'll address it.

18 MS. SPIRES: What is his juror number?

19 THE COURT: What's your juror number?

20 MR. BALL: 15.

21 THE COURT: Yes, ma'am?

22 MS. CALLOWAY: I have a mother that's
23 disabled, she's 87. I'm normally with her in the
24 day, my sister is with her at night.

25 THE COURT: Okay. And what was your

1 juror number?

2 MS. CALLOWAY: 47.

3 THE COURT: Do you have an affidavit
4 for that one as well, Ms. Clark?

5 THE CLERK: I do.

6 THE COURT: Okay. All right. Yes,
7 ma'am, if you are the primary caretaker and can't
8 make arrangements for her, you can come forward and
9 sign an affidavit.

10 All right. Next, if you are the
11 primary caretaker of a severely disabled person
12 who's unable to care for himself or herself and
13 cannot be left unattended and you're unable to
14 provide adequate care for the person while
15 performing jury service you may also be exempt from
16 jury duty. If this applies to you, please stand.

17 (No response.)

18 The next exemption involves those of
19 you who may be attending school at this time or
20 working in some capacity with a school. If this
21 exemption applies to you and you wish to be
22 exempted, we will transfer you to another term of
23 court which will not conflict with your school
24 responsibilities.

25 Is there any member of the panel who is

1 a full-time student, school teacher, school
2 crossing guard, school bus driver, who serves in
3 any other school related function who's unable to
4 serve this week as a result of school involvement?
5 If so, please stand.

6 Yes, ma'am?

7 MS. BARTLEY: I'm 19.

8 THE COURT: 19. Okay.

9 MS. BARTLEY: And I'm an instructor at
10 OC Tech. We usually have spring break like the
11 first week in March or we're out for the spring
12 semester starting the first week in May.

13 THE CLERK: She's already been
14 transferred one time.

15 THE COURT: All right. Have you
16 started back classes?

17 MS. BARTLEY: We start -- well, yeah,
18 we started today.

19 THE COURT: Okay. You've been
20 transferred one time.

21 MS. BARTLEY: Yes.

22 THE COURT: Okay. Well, I mean, I can
23 transfer you again, but we're going to need to make
24 sure it is a week where you can serve.

25 MS. BARTLEY: Okay.

1 THE COURT: All right. Just come
2 forward. We have a calendar for the next six
3 months.

4 MS. BARTLEY: Okay.

5 THE COURT: All right. Over here on my
6 left. Yes, ma'am?

7 MS. ADAMS: I work as a school data
8 clerk. We just got off of our winter break. Now,
9 this is a really hectic time because a lot of times
10 kids are enrolling back into schools and different
11 schools and I'm needed at this time.

12 THE COURT: Okay. And what was your
13 juror number?

14 MS. ADAMS: I think it's 2.

15 THE COURT: 2, Ms. Allen -- no, I'm
16 sorry. Ms. Adams?

17 MS. ADAMS: Adams.

18 THE COURT: Okay. I made a note of
19 that. If you want to come forward, we can transfer
20 you to another day.

21 All right. Yes, ma'am?

22 MS. PRINGLE: I'm 225. I'm a full-time
23 student and we return back on the 5th.

24 THE COURT: You go back on the 5th?

25 MS. PRINGLE: Yes.

1 THE COURT: Okay. Well, I can transfer
2 you to another term for when you're -- you said
3 Savannah State, I think; correct?

4 MS. PRINGLE: Uh-huh.

5 THE COURT: We can transfer you to
6 another term when you're back in town. All right.
7 Just come forward and see the clerk. 225.

8 All right. Yes, ma'am?

9 MS. MOSS: I'm Karyn Moss, juror number
10 191. I'm a teacher at Carver-Edisto Middle School.
11 Our kids just got back today. But, honestly, I
12 can't think of anytime -- I work in the summer as
13 well and I'm not sure when spring break is, so
14 maybe I'll just go ahead and serve now and get it
15 over with.

16 THE COURT: Okay. Well, that will be
17 good. Thank you for doing that. All right. 191
18 is going to stay with us.

19 Yes, ma'am?

20 MS. BLACK: My name is Emmeline Black,
21 juror number 26. I'm a freshman at the University
22 of South Florida and I need to return there on
23 Thursday.

24 THE COURT: Okay. Ms. Black, I will --
25 we can transfer you to another term maybe in the

1 summer when you're back in town.

2 MS. BLACK: I work in West Virginia in
3 the summer, but I'll be back for about a week
4 August 7th.

5 THE COURT: Okay. All right. We will
6 look at the calendar with you and work out a good
7 time. I can't exempt you or excuse you altogether,
8 but we'll find a time that is convenient for you.

9 MS. BLACK: Yes, sir.

10 THE COURT: All right. And that was
11 juror number 26. Anybody else?

12 (No response.)

13 Is there any member of the jury panel
14 who is employed with the Department of Corrections
15 at a penitentiary? If so, and you would like to be
16 exempted, please stand.

17 (No response.)

18 Is there any member of the jury panel
19 who performs services for a business, commercial or
20 agricultural enterprise, which are so essential to
21 the operation of the enterprise that if you were
22 required to perform jury duty, the enterprise would
23 have to close or stop functioning? If so, and you
24 wish to be exempted, please stand.

25 (No response.)

1 Ladies and gentlemen, that concludes
2 the statutory list of qualifications and exemptions
3 for jury service. It may be that you are qualified
4 and no exemption applies to you, but jury service
5 this week would constitute an extreme hardship. I
6 cannot permanently excuse a qualified juror for
7 jury service, but under extreme and compelling
8 circumstances, I may excuse a juror from this term
9 and transfer you to another term of court.
10 Particularly, if you have not been transferred
11 before.

12 Please understand that general
13 inconvenience is not a sufficient reason to
14 transfer you to another term of court. To justify
15 a transfer to another term of court service this
16 week must constitute an extreme hardship. Some of
17 those would be like an hourly worker who won't be
18 paid and you're the only source of income. If you
19 have a particular medical appointment that is
20 particularly important and you can't get it
21 rescheduled and, you know, those are things we
22 consider. I know, sir, you mentioned your
23 schedule, we may be able -- if you don't think you
24 can serve this week, we may be able to transfer you
25 until you can find -- you make sure you have --

1 MR. BALL: Next month I can probably
2 get some time off, but it's just right now I'm not
3 able to.

4 THE COURT: Okay. And what was your
5 juror number?

6 MR. BALL: 15.

7 THE COURT: 15. All right. Come see
8 the clerk and we will give you a little -- some
9 more notice about when your next week will be and
10 you can make arrangements with work.

11 All right. Ladies and gentlemen, now
12 is the chance for those of you who did not respond
13 earlier to any questions I asked and those of you
14 who have a compelling reason to request a transfer
15 of your jury service to another week to come
16 forward. If you believe you are disqualified or
17 exempt from service or if you have any questions
18 about whether or not you are disqualified or exempt
19 and you want to be transferred, please come forward
20 at this time.

21 All right. Stay right there at the
22 podium. What is your juror number?

23 MS. TILL: 171, I believe. Till.

24 THE COURT: Ms. Till?

25 MS. TILL: Yes.

1 THE COURT: No, 271. And what's the
2 issue?

3 MS. TILL: I just have a question. I'm
4 breastfeeding, so I'm suppose to pump every three
5 hours, would I be able to do that this week? I can
6 stretch it to four and I can bring my breast pump,
7 but I just didn't want to say that out loud.

8 THE COURT: I understand. Why don't --
9 it's kind of unpredictable when we stop and start
10 and I know that is not.

11 MS. TILL: It takes like 10 to 15
12 minutes. As long as I'd be able to like pump.

13 THE COURT: It would probably be best
14 if we just transfer you to another term.

15 MS. TILL: When he's done
16 breastfeeding?

17 THE COURT: Yep. I remember those
18 days. So, yeah. Just go see Ms. Clark. Just wait
19 over there and we'll get you to another term.

20 MS. TILL: Okay. Thank you.

21 THE COURT: Yes, sir, what's your
22 number?

23 MR. WATSON: 287.

24 THE COURT: 287. Yes, sir, what can I
25 do for you?

1 MR. WATSON: I got twin kids to be
2 missing day's work. I work out -- I got seven
3 kids. My mom don't work, so I'm helping everybody
4 out.

5 THE COURT: All right. And you're the
6 only source of income?

7 MR. WATSON: Yes, sir.

8 THE COURT: Okay.

9 MR. WATSON: Because I really didn't
10 want to come today, but this is my first day back.

11 THE COURT: Well, I didn't want to send
12 a deputy to come get you, so I appreciate you
13 showing up. (Laughter.)

14 MR. WATSON: I got to go to work.

15 THE COURT: What we'll do is since
16 you're the only source of income, the statute does
17 envision that, I can't excuse you completely, but I
18 can transfer you to another term where you might
19 can work it out with work to get some coverage or
20 something like that. Will that give you some time?

21 MR. WATSON: Yeah.

22 THE COURT: Well, just step over there
23 and see the clerk and then I will excuse -- or
24 exempt -- I will transfer you from this week.

25 MR. WATSON: You said excused and

1 exempt, so which one?

2 THE COURT: Well, I'll excuse you from
3 today, but not exempt you outright. How about
4 that?

5 MR. WATSON: All right.

6 THE COURT: See Ms. Clark and then
7 we'll get you another date.

8 THE CLERK: Is he excused or
9 transferred?

10 THE COURT: Transferred. He's excused
11 today, but transfer.

12 Yes, ma'am?

13 MS. JOHNSON: My name is Jennifer
14 Johnson.

15 THE COURT: You don't remember your
16 number?

17 MS. JOHNSON: 146.

18 THE COURT: All right. Ms. Johnson,
19 what I can do for you?

20 MS. JOHNSON: I'm the only one in the
21 household and I just need to setup some arrangement
22 with my job. If I miss work, I'm still not going
23 to get paid.

24 THE COURT: You don't get paid?

25 MS. JOHNSON: Yes, sir.

1 THE COURT: All right. Statute, again,
2 it does cover that, so we can transfer you to
3 another term. All right. Just step over there and
4 see Ms. Clark.

5 Yes, ma'am?

6 MS. DUGAR: Juror number 69.

7 THE COURT: Yes, ma'am.

8 MR. DUGAR: I am a sleep technologist
9 that makes the sole money in the household and I
10 work Wednesday, Thursday, Friday nights every week.
11 Maybe a Monday, Tuesday, maybe Wednesday, I'm not
12 sure how long court will be. This is my first time
13 serving as a juror.

14 THE COURT: Well, our first trial the
15 lawyers tell me we can be done by Wednesday
16 afternoon. Do you think you can hang around for
17 that? And then I can make sure you're not drawn on
18 the second trial? Will that work for you?

19 MS. DUGAR: Sure. That will definitely
20 work. Thank you so much.

21 THE COURT: Okay. Make sure juror
22 number 69 is in the first pool, not the second.

23 MS. ROBINSON: I'm not trying to get
24 out of it, but I do have a personal issue. I will
25 be in and out. I have fibroids.

1 THE COURT: You have what?

2 MS. ROBINSON: Fibroids. I have really
3 bad monthly, so I will probably be in and out to
4 the bathroom.

5 THE COURT: Okay. What juror number?

6 MS. ROBINSON: I don't remember.

7 THE COURT: What was your name?

8 MS. ROBINSON: Robinson. I can stay,
9 but --

10 THE COURT: You can stay?

11 MS. ROBINSON: Uh-huh. I was just
12 letting you know.

13 THE COURT: All right. No, we'll
14 accommodate you, you know. We take bathroom breaks
15 and all that stuff. We're not going to sit in here
16 for four or five hours at the time. It's usually
17 an hour and a half, maybe two hours. And if you
18 have an issue, if you get selected and you need --
19 you get Ms. Delaine will be sitting there right
20 beside you, so if you need to go out to the
21 restroom or something, you just raise your hand and
22 she'll come grab me. All right.

23 MS. ROBINSON: Thank you.

24 THE COURT: Yes, sir.

25 MR. CADDELL: I don't get home from

1 work until 3 o'clock in the morning and I got to be
2 back at work by 2 o'clock.

3 THE COURT: All right. What is juror
4 number?

5 MR. CADDELL: I'm not sure of the
6 number.

7 THE COURT: What is your name?

8 MR. CADDELL: Timothy Caddell.

9 THE COURT: All right. That is juror
10 number 46. All right. Are you the -- will you get
11 paid if you're not at work?

12 MR. CADDELL: I'll will not.

13 THE COURT: Okay. All right. What I
14 can do for you, is I can transfer you to another
15 term where you can work it out with your employer.
16 Does that work for you?

17 MR. CADDELL: Yes, sir.

18 THE COURT: Okay. See Ms. Clark.

19 Yes, sir?

20 MR. STEVENSON: Number 260. I work
21 with mental health as a nurse, I give injections in
22 the morning. Last week we had our we roof cave in,
23 it flooded in the back. (Inaudible) I've got to
24 get to the satellite offices in Holly Hill and
25 Saint Matthews and Bamberg. We're already a week

1 back behind, so we're talking about 45 people or
2 so. If I wait another week they will probably be
3 psychotic. Okay. But don't get me wrong, I like
4 doing jury duty.

5 THE COURT: Is there anybody else that
6 could perform your function?

7 MR. STEVENSON: No. At the main site,
8 yes, but not at the satellites. We're hiring.
9 Somebody should be coming in in February.

10 THE COURT: Okay. All right. Well,
11 I'll transfer you to another term, just see Ms.
12 Clark. That was 260.

13 Yes, ma'am, what is your juror number?

14 MS. MINIGEN: I can't remember. I'm
15 Darlene Minigen. I'm a CNA and my job will call me
16 anytime to work. And I have an important doctor
17 appointment on Thursday with my stomach.

18 THE COURT: Okay. How about we do
19 this, I make sure you are only on the first case
20 which they tell me is going to be done by
21 Wednesday. Will that work for you?

22 MS. MINIGEN: Yes, sir, so I'll stay.

23 THE COURT: Jury 182 is going to stay
24 with us, but make sure she is not in the second
25 pool.

1 Ms. Turnblad?

2 MS. TURNBLAD: Yes, I was going to
3 exercise rights of being over 65. The longer I
4 stay there, the worse I feel.

5 THE COURT: You're Jason's mom? His
6 whole family has gotten picked, like, in the last
7 month.

8 MS. TURNBLAD: I am. He's going to be
9 mad at me for not serving, but the longer I sit
10 here the worse I feel, so I don't think I should.

11 THE COURT: All right. Juror number
12 273 is going to exercise her exemption for 65 years
13 or older. Thank you.

14 MS. GILES: I'm 93. I just have a
15 question. Tuesday's and Friday's I have to pick up
16 my son early from school.

17 THE COURT: Okay. What time?

18 MS. GILES: Tuesday's 3:30, Friday he
19 gets out at 12:30.

20 THE COURT: Okay. And there's no way
21 you can make arrangements for anybody else to do
22 that?

23 MS. GILES: Possibly. I'm not quite
24 sure. They don't have buses at their school. He
25 goes to HSHP.

1 THE COURT: Okay. Do you think you can
2 make arrangements on Friday and I could -- will
3 that give you some time and I could just not have
4 you in our first trial and possibly in our second?

5 MS. GILES: Yes.

6 THE COURT: Okay. And what was that
7 number again?

8 MS. GILES: 93. So we'll be out by 5
9 o'clock so I can pick up my other son?

10 THE COURT: I hope so. I don't want to
11 be here at 5 o'clock, but we will if we have to.
12 I'm kidding. I know we could be, just depends on
13 how long the trial takes. All right. What was
14 your number again?

15 MS. GILES: 93.

16 THE COURT: All right. Juror number 93
17 is going to stay with us, but she will not be in
18 the first pool, only the second. That'll give you
19 time to make arrangements for Friday. Okay.

20 MS. GILES: So I go home now?

21 THE COURT: No, you need to stay with
22 us. We're going to pick it today. Thank you.

23 MS. BRIGMON: I'm juror number 38. I
24 have an appointment today in Mount Pleasant, I
25 think it's like at 1:15 and then I have to go to

1 the therapist on Wednesday for my ankle on my foot.

2 THE COURT: Okay. And those are --
3 what's your appointment at Mount Pleasant, a
4 doctor?

5 MS. BRIGMON: Yes, for my foot. And I
6 go to therapy for my foot on Wednesday morning. I
7 go three times a week. Monday, Wednesday and
8 Friday.

9 THE COURT: All right. Is there any
10 way you could reschedule your Friday appointment?

11 MS. BRIGMON: Yes, I could reschedule
12 Friday appointment for therapy, yes, sir.

13 THE COURT: Okay. So here's what I'll
14 do, I'll do what I just did for her, I will -- you
15 can stay with us, but you won't be on the first
16 trial which is scheduled to start today and go
17 tomorrow. But you will potentially be in for the
18 second trial which is Thursday and Friday.

19 MS. BRIGMON: Okay.

20 THE COURT: All right. But you'll know
21 today whether you get picked.

22 MS. BRIGMON: Okay.

23 THE COURT: All right. Number 38 is
24 going to stay with us, but she will only be
25 eligible in the second pool.

1 MR. TARTE: (Inaudible) with something
2 like ADHD, but I have to come back like, do I have
3 to reschedule or be like exempt from trial?

4 THE COURT: That's not an exemption,
5 no, sir.

6 MR. TARTE: Okay.

7 THE COURT: What was your juror number?

8 MR. TARTE: 268.

9 THE COURT: 268. Yes, ma'am?

10 MS. CONWAY: I'm juror 51 and I was
11 laid off in October and I was starting a new job
12 tomorrow, so if at all possible, it will be nice to
13 be able to get back on salary first and then just
14 be rescheduled.

15 THE COURT: Okay. And you're starting
16 that new job tomorrow?

17 MS. CONWAY: Yes.

18 THE COURT: Okay. I don't want to
19 cause any problem with your new job, so I will --
20 what we'll do is transfer you to another term.
21 Okay.

22 MS. CONWAY: Okay. I really appreciate
23 that.

24 THE COURT: That way you can make
25 arrangements with your employer.

1 MS. CONWAY: Yes.

2 THE COURT: See Ms. Clark. 51 will be
3 transferred.

4 (Off the record.)

5 Juror number 83, come forward, please.
6 D'Andre Fogle.

7 (Mr. Fogle complies.)

8 THE COURT: Mr. Fogle, were you ever
9 convicted of assault and battery third?

10 MR. FOGLE: Yes, sir.

11 THE COURT: You were. Okay. All
12 right. And you got a Youthful Offender Act
13 sentence not to exceed three years? Were you
14 sentenced under the Youthful Offender Act.

15 MR. FOGLE: Yes, sir.

16 THE COURT: But you were convicted of
17 assault and battery second (verbatim)?

18 MR. FOGLE: Yeah.

19 THE COURT: Did you plead guilty?

20 MR. FOGLE: Yeah.

21 THE COURT: Okay. So probably would
22 have been in this courtroom; right?

23 MR. FOGLE: Yes, sir.

24 THE COURT: All right. Well, you're
25 excused from service. Okay. All right. Number 83

1 is excused.

2 And, number 276, can you please come
3 forward, Mr. William Vogt?

4 (Mr. Vogt complies.)

5 Were you at one point ever convicted of
6 a failure to stop for a blue light?

7 MR. VOGT: Yes.

8 THE COURT: Okay. Juror number 276 is
9 excused. Thank you.

10 We'll give everybody a short break
11 before we move into the next phase in selecting the
12 jurors. We'll be back at 11:30. Just take a short
13 break.

14 (There was a short break.)

15 THE COURT: All right. We're back on
16 the record. I need to note for the record that I
17 find the jury panel is now qualified. Ladies and
18 gentlemen, there are some general guidelines for
19 jury service that I need to share with you. Please
20 turn off any cell phones or put them on vibrate.
21 If you are actually selected as a juror in either
22 of these cases, you're going to need to leave your
23 cell phone or other device with one of the bailiffs
24 when you arrive at the courthouse in the morning,
25 you'll get them back at lunch and during breaks.

1 And we will make arrangements in the event you have
2 an emergency that they will be an appropriate
3 person for someone to contact.

4 It's important that you have no contact
5 at all with the parties, the lawyers or the
6 possible witnesses in these cases that come before
7 the court. Even any kind of innocent conversations
8 in the elevator or anything of that nature can be
9 easily misconstrued, so avoid any contact with
10 those folks. The lawyers all know that. So if you
11 happen to see a lawyer in the hall and they don't
12 even look at you, it's because that's what I've
13 told them to do and that's the way we have to
14 handle it during jury trials. They're not being
15 rude, they're just following the rules. So don't
16 take that as any kind of bad signal, it's just
17 that's how we have to do things.

18 Please be prompt. It's not fair when
19 we have to delay the proceedings because somebody
20 is not present or is late. If you're having an
21 issue, please make sure to let the clerk know.
22 Again, we understand that things come up. You
23 know, we all have busy lives of our own, but please
24 be prompt. And, again, if something pops up, just
25 let us know so we can make accommodations. Again,

1 if an emergency occurs at home or work, please make
2 sure you let us know.

3 From time to time, and I'll explain
4 this a little more, if you are selected, they'll be
5 times when I will have to excuse you from the
6 courtroom is because we are dealing with issues
7 that must be taken up outside of your presence.
8 It's not that your job is any less important than
9 ours, but I have a different job. I am the judge
10 of the law and you will be the judge of the facts.
11 So don't take any offense if you're excused while I
12 deal with legal issues. Again, it's just another
13 part of the process.

14 Court generally is going to begin for
15 your purposes about 9:30 and it will conclude
16 hopefully no later than 5:30. I understand, again,
17 that you all have personal lives of your own and
18 need to get out of here, we'll be taking breaks.
19 Of course, we'll take a break for lunch, but,
20 again, you'll probably need to be here unless
21 something different around 9:30. Sometimes you may
22 get pushed back to 10 if I know there's something
23 that I'm going to have to deal with outside of your
24 presence and I can take care of in the morning
25 without having to shuttle you back and forth from

1 the jury room, it maybe that. But generally it's
2 going to be about 9:30 to 5 or 5:30.

3 We also have a call-in system. The
4 first trial is gonna -- if everything goes
5 according to plan, begin today, the second trial
6 will potentially start Thursday morning, but we
7 will have a call-in system for you that the clerks
8 will all let you know how to use so you'll know
9 precisely when you need to be back here.

10 All right. We're about to begin the
11 trial of the case of Yonder Field, LLC verses RI,
12 Inc. and Seating Services, LLC, Scott Suprina and
13 John Doe Shareholders. Before we select a jury,
14 there are several questions I'm going to need to
15 ask you and the panel has already been sworn. They
16 were sworn initially, yes, ma'am.

17 Is there any member of the jury panel
18 related by blood or marriage to anyone associated
19 with Yonder Field, LLC or RI, Inc., Seating
20 Services, LLC, Scott Suprina and John Doe
21 Shareholders?

22 (No response.)

23 Does any member of the jury panel have
24 a close personal relationship or social
25 relationship with any of those parties?

1 Yes, sir?

2 POTENTIAL JUROR: I know her.

3 THE COURT: Ms. Gathers? That's a
4 different case. We'll be striking them separately.
5 Okay. Thank you for that.

6 All right. Following is a list of
7 potential witnesses in the case. Stacie Darr;
8 Scott Suprina; Cameron Pulliam and Robert Darr.
9 Are there any other witnesses, counsel?

10 MR. HUTTO: Your Honor, there is no
11 other live testimony. There may be e-mails
12 introduced from other parties, but nobody that will
13 be testifying.

14 MR. BRANNON: I agree with that
15 statement. Your Honor, would you like the
16 witnesses that are present to stand up?

17 THE COURT: If you'd like, that's fine.

18 MR. BRANNON: Okay. Scott, if you'll
19 stand up and face the jury.

20 MR. HUTTO: Ladies and gentlemen of the
21 jury, this is Stacie Darr and Robert Darr.

22 MR. BRANNON: And Mr. Scott Suprina.

23 THE COURT: Is any member of the jury
24 panel related by blood or marriage to any of those
25 folks or have any close personal or social

1 relationship with them?

2 (No response.)

3 All right. Mr. Hutto, you may
4 introduce yourself and cocounsel.

5 MR. HUTTO: Hello everyone. My name is
6 Skyler Hutto. Seated at the table with me from my
7 law firm is Brad Hutto. Also, in our firm, which
8 is Williams and Williams located down the street
9 here is David Williams, Charlie Williams, Ginny
10 Williams, Russell Blanchard, Maya Grace Slaughter
11 and Andy Delaney.

12 THE COURT: All right, counsel?

13 MR. BRANNON: My name is Doug Brannon
14 and I'm a partner in the Kennedy & Brannon law
15 firm. My law partner Chris Kennedy is seated in
16 the jury box over there. Thank you, Your Honor.

17 THE COURT: All right. Is any member
18 of the jury panel related by blood or marriage or
19 have a close personal relationship with any of the
20 attorneys involved in this case or anyone in their
21 law firm or been represented by either of the
22 firms?

23 Yes, ma'am?

24 MS. ALLEN: I'm Carmella Allen. They
25 drew up some papers for me for my Nan, but I don't

1 know if that would have anything to do with it.

2 THE COURT: Ms. Allen, you're juror
3 number 4; correct?

4 MS. ALLEN: I think so, yes.

5 THE COURT: And you're saying -- you
6 said, "they," Williams and Williams?

7 MS. ALLEN: Yeah. Yeah. My husband
8 and I got some papers -- they drew up some papers
9 for us for our Nan.

10 THE COURT: Do you think that would
11 impair your ability to be fair and impartial in
12 this case?

13 MS. ALLEN: No. Thank you.

14 THE COURT: All right. Yes, ma'am.
15 Thank you for bringing that to our attention.

16 MS. NEXSEN: I'm number 200 and I don't
17 know if this applies, but I do have a couple of
18 friends who work for Williams and Williams.

19 THE COURT: Do you believe that would
20 prevent you from being fair and impartial in this
21 case?

22 MS. NEXSEN: I don't think so.

23 THE COURT: All right. Thank you,
24 ma'am.

25 MR. BRANNON: Your Honor, could we

1 approach briefly?

2 THE COURT: Yes, sir.

3 (There was a bench conference.)

4 THE COURT: Has any member of the jury
5 panel formed or expressed any opinion about any
6 issue or matter involving this case or otherwise
7 heard about this case before today?

8 (No response.)

9 Is any member of the jury panel aware
10 of any bias or prejudice toward either the
11 plaintiffs or the defendant in this case?

12 (No response.)

13 Does any member of the jury panel know
14 of any reason whatsoever why he or she should not
15 serve as a juror in this case with particular
16 emphasis being placed on your ability to be fair
17 and impartial to both the plaintiff and the
18 defendants in this case?

19 (No response.)

20 Do any of you know or think you might
21 know any member of the court or the clerk staff?

22 (No response.)

23 Is there any member of the jury who
24 would be unable to follow the law as given in
25 instructions that you will receive at the end of

1 the trial?

2 (No response.)

3 Do any of the members of the jury know
4 of any other members of the jury panel?

5 (No response.)

6 Anything else from the plaintiff?

7 MR. HUTTO: No further voir dire.

8 THE COURT: Anything else, Mr. Brannon?

9 MR. BRANNON: Approach one more time,
10 Your Honor?

11 THE COURT: Yes, sir.

12 (There was a bench conference.)

13 MR. BRANNON: Nothing else, Your Honor.
14 Thank you.

15 THE COURT: All right. Madam clerk,
16 you can generate us a jury list. Counsel, are
17 y'all ready to proceed on the other one? Ladies
18 and gentlemen, just be patient with us, we are --
19 the computer is randomly generating a list and this
20 group of attorneys will go work on their list and
21 we'll get started on the other one. So just be
22 patient with us, it takes a minute.

23 We have another trial and it's not
24 going to begin today, but hopefully if the schedule
25 works out, it will begin Thursday morning. That

1 case is Andrea Gathers verses The Town of Santee
2 and the Santee Police Department. Like before,
3 there are several questions I'm going to ask you
4 and so let's get started.

5 (Introducing the second case.)

6 THE COURT: All right. Everybody ready
7 on Yonder Field verses RI, Inc.?

8 MR. HUTTO: We are, Your Honor.

9 MR. BRANNON: Yes, Your Honor.

10 THE COURT: Madam clerk?

11 THE CLERK: What says plaintiff?

12 MR. HUTTO: The plaintiff first strikes

13 12.

14 THE CLERK: What says defense?

15 MR. BRANNON: Defense first strikes 1.

16 THE CLERK: What says plaintiff?

17 MR. HUTTO: Number 5.

18 THE CLERK: What says defense?

19 MR. BRANNON: Defense strikes 2.

20 THE CLERK: What says plaintiff?

21 MR. HUTTO: Number 17.

22 THE CLERK: What says defense?

23 MR. BRANNON: Defense strikes 4.

24 THE CLERK: What says plaintiff?

25 MR. HUTTO: 14.

1 THE CLERK: What says defense?

2 MR. BRANNON: Defense strikes 8.

3 THE CLERK: And the alternates. What
4 says plaintiff?

5 MR. HUTTO: First alternate strikes 23.

6 THE CLERK: What says plaintiff -- I
7 mean, what says defense? I apologize.

8 MR. BRANNON: Beg the indulgence.
9 Defense strikes 3.

10 THE COURT: It has to be from number 21
11 through 23.

12 MR. BRANNON: I apologize. Number 29.

13 THE COURT: 21 through 23.

14 MR. BRANNON: Again, I apologize.

15 THE COURT: That's all right.

16 MR. BRANNON: 22.

17 THE COURT: And now 24 through 26.

18 MR. HUTTO: 25, Your Honor, and, madam
19 clerk.

20 MR. BRANNON: 26, Your Honor.

21 THE COURT: Let's conform the strikes.

22 THE CLERK: Plaintiff strikes 5, 12,
23 14, 17.

24 MR. HUTTO: That's correct, madam
25 clerk.

1 THE COURT: And for the alternates
2 you've stricken 23 and 25.

3 MR. HUTTO: Yes.

4 THE COURT: All right.

5 THE CLERK: Defense strikes 1, 2, 4, 8.
6 And for the alternates you've stricken 22 and 26.

7 MR. BRANNON: Correct.

8 THE CLERK: So once your juror number
9 and name has been called, we'd like for you to
10 gather your belongings and be seated over here in
11 the jury selection box, please.

12 Starting with juror 3, Kathryn Nexsen
13 -- I apologize. Juror 200, Kathryn Nexsen.

14 Juror 173, Courtney Jackson -- 137.

15 Juror 149, Timothy Johnson.

16 Juror 49, Herbert Colter.

17 Juror 14, Ruthie Bailey.

18 Juror 212, Marcus Patterson.

19 Juror 106, Antoine Green.

20 Juror 209, Christian Palermo.

21 Juror 168, LaToya Livingston.

22 Juror 7, Austin Amaker.

23 Juror 121, Velma Haywood.

24 Juror 52, Castina Cook.

25 Alternate juror, 184, Robert Mitchell.

1 THE COURT: All right. Any exceptions
2 to the jury panel or other matters to take up with
3 regard to jury selection?

4 MR. HUTTO: None from the plaintiff,
5 Your Honor.

6 MR. BRANNON: None from defense, Your
7 Honor.

8 THE COURT: All right.

9 THE BAILIFF: Excuse me just one
10 moment.

11 (Off the record.)

12 THE CLERK: The other alternate should
13 have been Castina Cook and Robert Mitchell.

14 THE BAILIFF: Castina Cook. I don't
15 have 12 jurors though. She's an alternate?

16 THE COURT: 121, Velma Haywood.

17 MR. HUTTO: Did we miss 16?

18 THE CLERK: Yeah, Shannon Evans.

19 THE COURT: Come forward, please,
20 ma'am. All right. Now we got them. That's right.

21 All right. So no exceptions. All
22 right. Ladies and gentlemen, I got some stuff I'm
23 going to need to instruct you on, but we will do
24 that after lunch. Counsel, do y'all have any
25 pretrial matters you need to take up with me?

1 MR. HUTTO: No motions, Your Honor. We
2 could probably pre-mark the exhibits if you
3 desired. There's a bunch of them. And if you'd
4 rather us not do that right now, either way.

5 THE COURT: You can do that over lunch.
6 Why don't lawyers be back at -- because it's going
7 to take a minute to handle the other case. Why
8 don't the lawyers be back at 2 o'clock, and, ladies
9 and gentlemen of the jury, you be back here at 2:30
10 and we'll be ready to go. Say 2:20, so we'll be
11 ready to start at 2:30. Does that sound good,
12 counsel?

13 MR. HUTTO: That will be fine, Your
14 Honor.

15 THE COURT: Ladies and gentlemen, y'all
16 are excused until 2:20. Ms. Delaine will tell you
17 where you need to go and where you need to be back.
18 Go have lunch, take care of your business affairs.
19 Please don't do any research on this case or
20 anything like that while you're at lunch and enjoy
21 yourself at lunch and we'll see you back here at
22 2:20.

23 (WHEREUPON, the jury left the courtroom
24 at 12:40 p.m.)

25 (Selecting the second jury.)

1 (Court was adjourned until 2:30 p.m.)

2 (WHEREUPON, Joint Exhibits A through K
3 and Plaintiff's Exhibits 1 through 13 and 18
4 through 55 were marked.)

5 THE COURT: All right. We are on the
6 record in Yonder Field, LLC verses RI, Inc., et
7 al., 2020-CP-38-00783. I just need the record to
8 reflect that prior to the commencement of trial,
9 the parties have agreed to the admissions of
10 Defendant's Exhibits A through K and they will be
11 admitted now without objection.

12 Plaintiff's Exhibits 1 through 13 and
13 18 through 55 would also be admitted without
14 objections and the parties have agreed that those
15 will be joint exhibits; is that correct?

16 MR. BRANNON: That's correct, Your
17 Honor.

18 MR. HUTTO: Yes, Your Honor.

19 THE COURT: Also, we have -- or the
20 plaintiff has one equitable cause of action for
21 unjust enrichment and the defendants asserted, I
22 believe I'm correct, five equitable defenses to
23 include unclean hands -- well, release and waiver,
24 I think can go either way, estoppel and laches.
25 Also, there were two other defenses, ratification

1 and consent, and I believe those are legal defenses
2 as opposed to equitable; correct?

3 MR. BRANNON: Correct.

4 THE COURT: So the way I think we have
5 to do this is the unjust enrichment and equitable
6 defenses are not before the jury. Those are legal
7 matters, you know, they have to be done in a
8 nonjury setting. So the way I understand it, I
9 will hear the facts, as I always do through any
10 trial, but then I will have to issue an order on
11 the unjust enrichment claim and the equitable
12 defenses at the conclusion.

13 Is that everybody's understanding
14 procedurally how we should move forward?

15 MR. HUTTO: That's our understanding
16 from the charge book, Your Honor.

17 MR. BRANNON: Same from the defense.

18 THE COURT: All right. Well, that's
19 what we'll do there and everybody else ready
20 otherwise?

21 MR. BRANNON: Again, I may be wasting
22 wind, but, Your Honor, we're going to --
23 depositions were taken in this case early December,
24 unfortunately, we don't have the sealed originals,
25 we will be using copies of the transcript from

1 those depositions in the trial of this matter.

2 THE COURT: And as long as y'all are on
3 the same page with that, I have no problem at all.

4 MR. HUTTO: For some reason, all the
5 originals were sent to my office and it was closed,
6 so none of us have those. Except for the -- we
7 only have one original, so we're fine with that.

8 THE COURT: Okay. Very good. That's
9 not a problem. All right. Ms. Delaine, go get
10 them.

11 BAILIFF: Yes, Your Honor.

12 (WHEREUPON, the jury entered the
13 courtroom at 2:59 p.m.)

14 THE COURT: All right. Ladies and
15 gentlemen, we are about ready to proceed. And I
16 apologize for the delay in getting you all out
17 here, but we were doing some -- what we consider to
18 be some housekeeping matters and it's going to
19 hopefully save us some time in the long run. So,
20 again, I apologize for that, but we got rid of a
21 lot of, again, housekeeping issues that will
22 hopefully speed this up for you all.

23 Madam clerk, will you please swear the
24 jury?

25 (WHEREUPON, the jury was sworn in.)

1 THE COURT: Ladies and gentlemen, we
2 are about to begin the case of Yonder Field, LLC
3 verses RI, Inc. and Seating Services, LLC, Scott
4 Suprina and John Doe Shareholders. Ladies and
5 gentlemen, this court is a place of honor dedicated
6 to the protection and preservation of citizen's
7 rights through what many have called the greatest
8 system of justice ever created.

9 The attorneys appearing before you are
10 advocates for the parties they represent. But
11 first and foremost, they are officers of this
12 court. They are sworn to uphold the integrity and
13 fairness of our judicial system. They are all
14 professional, competent and ethical in the
15 representation of their clients. Also, remember,
16 you have taken an oath to try this case and reach a
17 fair and just verdict and you are also expected to
18 be professional, reasonable and ethical.

19 Thank you for accepting the important
20 responsibility of jury service and for your
21 contribution to today to our justice system. The
22 instructions I am giving you now are an
23 introduction to this trial. These remarks are not
24 a charge on the law. I will instruct you on the
25 law applicable at the end of the trial before you

1 retire to consider your verdict. This is merely an
2 explanation of the procedure that we will follow
3 during the trial to help you better understand
4 what's happening.

5 You are not to take any notes during
6 this trial. It's going to be short. We typically
7 don't allow notes except in very lengthy trials.
8 Your purpose as jurors is to find facts and
9 determine the facts. You are the sole judge of the
10 facts. If at anytime I make any comment regarding
11 the facts, you must disregard it. You are to
12 determine the facts from the testimony you hear and
13 the other evidence that is introduced here in
14 court. It is up to you to determine the inferences
15 which you feel may properly be drawn from the
16 evidence.

17 It is especially important that you
18 perform your duty of determining the facts
19 diligently and conscientiously because ordinarily
20 there is no way to correct an erroneous
21 determination of facts by a jury.

22 On the other hand and with equal
23 emphasis, the same law that makes you the judges of
24 the facts, makes me the judge of the law. The law
25 as given by this Court is the only law you may

1 consider. You must accept and follow it even
2 though you may disagree with it. I cannot tell you
3 what the facts are and you cannot disagree with me
4 about what the law is or should be. Your job is to
5 take the law as I give it to you and apply it to
6 the facts as you find them from the testimony and
7 witnesses and other evidence that's introduced.

8 After doing that, you will render your
9 verdict under the solemn oath you took as jurors.
10 Until I advise you to begin your deliberations, you
11 must not discuss the case with anyone including
12 your fellow jurors, friends, family, or anyone else
13 involved in the case. You must decide the case
14 based solely on the evidence presented in this
15 courtroom. That means during the trial, you must
16 not conduct any independent research about this
17 case by searching the internet, or any website's or
18 using any other electronic tools or any other means
19 to try to figure out any facts or the law in this
20 case. If you become aware of another juror's
21 violation of these instructions, you must inform me
22 immediately.

23 After the case is submitted to you, you
24 must discuss it only in the jury room with your
25 fellow jurors. The attorneys and parties in this

1 case have been advised that they are not to talk to
2 you at all. So if you see anyone involved in the
3 case and they don't even say hello, they're not
4 being unfriendly, they're just following my
5 instructions.

6 It is important that you keep an open
7 mind and not decide any issue in the case until all
8 the evidence has been presented, the parties have
9 made their closing arguments, and I have instructed
10 you on the law. In just a moment, the attorney for
11 the plaintiff will make what's called an opening
12 statement in which the attorney will tell you what
13 they believe to be the issues in the case. The
14 attorney for the defendant may also make an opening
15 statement, although, they're not required to do so.

16 What the attorneys tell you during
17 their opening statements is not evidence. It is
18 only their contention as to what the issues are and
19 what the evidence may show or what they believe it
20 will show. The evidence in this case will be
21 presented to you by the testimony of sworn
22 witnesses from this witness stand and by any
23 exhibits that may be introduced during the trial.
24 From time to time during the trial, you may hear
25 one of the lawyers say something like, Your Honor,

1 I believe we have a question of law or a law -- or
2 a matter of law to discuss with you or, Your Honor,
3 may we approach the bench. Sometimes I myself
4 might find it necessary to excuse you from the
5 courtroom for a short while so the attorneys and I
6 can discuss a matter of law. The reason you are
7 excused is you are the judge of the facts in the
8 case and sometimes when I am discussing matters of
9 law with the attorneys, it may be necessary for me
10 to make some comment as to the facts in connection
11 with the ruling whether or not a particular law
12 applies.

13 I am not suppose to tell you what I
14 think the facts are, so I will excuse you from the
15 courtroom while these discussions take place. That
16 is primarily so you will in no way be influenced by
17 anything I might say in connection with the facts.
18 Determining what the facts are in this case, you
19 must decide whether or not the testimony of a
20 witness is believable. It is my responsibility to
21 rule as a matter of law as to whether certain
22 testimony is admissible. But once the testimony is
23 admitted, it is solely for you to determine the
24 believability of a witness' testimony.

25 In deciding whether to believe a

1 witness, you have the right to consider the
2 interest of any witness, the bias of any witness,
3 the prejudice of any witness, the opportunity for
4 the witness to have seen the matters, and things
5 about which the witness may testify and the way a
6 witness acts on the witness stand. You have a
7 right to consider anything that is in the record
8 that will help you evaluate the testimony of the
9 witnesses.

10 That means that you must may close
11 attention to these witnesses, observe them, listen
12 to the witnesses, and to the attorneys and to the
13 Court. Don't let your thoughts wander and give
14 strict attention to the testimony in this case so
15 at the end of all the testimony, after the
16 arguments of counsel and my charge on the law, you
17 will then be in a position to determine what the
18 applicable facts are and apply the law to those
19 facts and render a verdict.

20 Now I have to select a foreperson.
21 Ma'am, in the pink, what's your juror number?

22 MS. BAILEY: 14, I think. Bailey.

23 THE COURT: Ms. Bailey, well, you
24 picked the magic seat. You are our foreperson.
25 Now you're not going to get paid any extra for

1 that, but it will be your duty when you're in the
2 jury room to preside and be the jury spokesperson
3 here in court. All right. It will be your duty to
4 write the verdict and we'll give you further
5 instructions about that later on.

6 So with nothing further, we'll begin
7 the trial of the case. Mr. Hutto?

8 MR. HUTTO: May it please the Court?

9 THE COURT: Yes, sir.

10 OPENING STATEMENT

11 BY MR. HUTTO:

12 MR. HUTTO: Ladies and gentlemen of the
13 jury, thank you for being here today. Hopefully,
14 we won't keep you in these seats for too long. I
15 know that there's a lot of places that each of you
16 would rather be. Whether it's at your normal job,
17 with your family, be taking advantage of some of
18 the end of the holiday season, whatever it is, I
19 want you to know that I appreciate your service.
20 The fact that you were here this morning and the
21 fact that you're serving on our jury now.

22 But even more than I appreciate your
23 service, I can say with confidence that my clients
24 appreciate your service. They've been waiting for
25 this case to come to court for a long time. Almost

1 five years, I believe over five years depending on
2 how you look at it. And this case needs some
3 resolution and we're very happy that each of you
4 can be here to help us reach that point.

5 I have the opportunity to speak to
6 juries every so often, sometimes frequently,
7 depending on the time of year, and there's one
8 thing that I have tremendous confidence in when I
9 do so and that is juries in Orangeburg County have
10 common sense to determine any kind of case. Now,
11 this might not be the kind of case that you thought
12 you were showing up for jury duty for. First of
13 all, it's a civil case not a criminal case, but
14 beyond that, it's a case that on its surface you
15 would probably call a business dispute. Not always
16 something that reaches a jury.

17 You heard the Judge read the name of
18 the parties, there's Yonder Field which is my
19 client. A company called RI, Incorporated which
20 did business under the name Seating Solutions and
21 there were the -- they are the owners of RI and
22 Seating Solutions who are named as well.

23 So what brings us here? What brings
24 each of these companies into conflict with each
25 other. In 2000 -- at the end of 2016, the

1 beginning of 2017, my client, Yonder Field,
2 represented today by Ms. Stacie Darr and her
3 brother, Robert Darr, were building a project in
4 Orangeburg County. It was a project that some of
5 you may have heard about at the time, Ms. Darr had
6 a vision to bring a concert venue to Orangeburg.
7 This in her mind was the perfect place for live
8 music and other live events, a place where we
9 didn't have that type of venue. It's in between
10 Columbia and Charleston. We have access to I-26.
11 We have access to I-95. People can come from North
12 Carolina. People can come from Savannah. This was
13 going to be a great place for her to put her vision
14 into action.

15 And to do that, she needed seating
16 among other things. She needed employees. She
17 needed seating. She needed artists. She needed
18 dates. But one of the things that she needed was
19 seating places for people that were coming to the
20 venue to use so she could sell tickets so they
21 would have a place to be. And she heard from her
22 former employer that there was a festival that had
23 folded in California, another music festival. And
24 if you can believe it, luck of the draw, the seats
25 from that large music festival were going to be

1 stored in a warehouse in South Carolina. Right up
2 the road from here.

3 And she got the contact information for
4 the company that had those seats in storage and she
5 began to contact them. Hey, what's it going to
6 take for me to rent these from you? Maybe buy them
7 from you? I know that you have this inventory and
8 I want to know if I can access it. And over the
9 beginning of 2017, you will see and you will hear
10 from Ms. Darr, from Mr. Darr, and from Mr. Suprina,
11 from numerous e-mails that we have from other
12 parties that there were no ongoing negotiations
13 about how can we procure this seating that's in
14 your warehouse in Landrum, South Carolina and get
15 it to Orangeburg, South Carolina so that we can
16 open up this venue that is very promising. And
17 it's going to be led by an excellent team. And
18 there are e-mails exchanged, letters exchanged, and
19 initially, there is a very friendly interaction
20 between everyone involved. There's conversations
21 about everyone being partners going forward.

22 Money begins to exchange hands,
23 initially, around \$30,000. Then another \$50,000.
24 Then another \$70,000. From up to \$160,000. And at
25 this point, negotiations sour. Seating company

1 takes the position that they're no longer going to
2 work with Ms. Darr and with Mr. Darr. They're no
3 longer going to deliver those seats and they're not
4 going to return the funds that they've already
5 paid. The funds that they intended to use to get
6 those seats out of storage and delivered to
7 Orangeburg.

8 Now, you will hear from the defense
9 that while this was merely a deposit, the deal went
10 south, you lose your deposit. And we will show you
11 through numerous forms of evidence that that is not
12 what happened. That what was once a promising
13 opportunity was completely wasted and that \$160,000
14 that could have been put to work to build something
15 really important for this area, for my clients and
16 for the people here, vanished.

17 Now, in a civil trial, you have to
18 imagine that -- well, in any trial, you have to
19 understand there's a burden of proof. And in
20 different trials, the burden of proof is different.
21 In a civil trial, each of you comes into this with
22 a neutral mind. I have told you our position in
23 the case and what I know that we can show you over
24 the course of today and tomorrow. Obviously, the
25 defense is going to attempt to paint a different

1 picture for you, but each of you comes into this
2 with a neutral mind.

3 If you imagine that this bar in front
4 of you is a verdict for the plaintiff on this side
5 and a verdict for the defendant on that side, we
6 start in the middle and we're going to build up
7 evidence each way. One thing that I believe that
8 you will find over the course of the next two days
9 is that we will show you significantly more
10 evidence that supports Ms. Darr, that supports
11 Yonder Field, that supports the idea that they were
12 swindled out of \$160,000 and received nothing.

13 At the end of this case which I have
14 believe will be tomorrow afternoon, we are going --
15 the Judge is going to read the law to you. The
16 Judge is also going to show you a verdict form.
17 And I'm going to ask that when you consider that
18 verdict form and you render your verdict, that you
19 find that Yonder Field is entitled to their money
20 back and then some.

21 Now, I want to tell you a little bit
22 more about who you're going to hear from and then
23 I'll yield to the defense. But you're going to
24 hear from Mr. Darr. He was working in Orangeburg
25 at the time based out of Columbia and has

1 | experience in finances and lending. He's no novice
2 | to the approach of negotiating the ends of
3 | negotiating contracts. Perhaps even more so, Ms.
4 | Darr -- Ms. Stacie Darr had been involved in the
5 | music industry for decades. It's not something
6 | that was new to her either. And so when this
7 | entire operation went south, they were
8 | flabbergasted and they were left holding a burden
9 | and scrambling to repair something that none of us
10 | -- in a situation that none of us would envy. And
11 | you will hear about that as well.

12 | You're going to see -- they're not
13 | available right here, but the court reporter has
14 | them, numerous e-mails, communications,
15 | negotiations, will you accept these terms? Will
16 | you accept these terms? What about this? What
17 | about that? You'll hear all about it from us. But
18 | you'll also have them with you in the jury room at
19 | the end of this case and I encourage you to take a
20 | second look. Because when we are confident that
21 | when you come back tomorrow afternoon and you have
22 | rendered your verdict it will be in the plaintiff's
23 | favor. Thank you.

24 | THE COURT: Counsel?

25 | MR. BRANNON: May it please the Court?

1 THE COURT: Yes, sir.

2 OPENING STATEMENT

3 BY MR. BRANNON:

4 MR. BRANNON: Good afternoon, ladies
5 and gentlemen. My name's Doug Brannon and my law
6 partner's Chris Kennedy, I introduced us earlier
7 today. We have the privilege in this trial to
8 represent the gentlemen in the middle, Mr. Scott
9 Suprina. I want to clear something up.
10 Mr. Suprina was living and operating a business in
11 the Upstate of South Carolina. Our law firm is in
12 the Upstate of South Carolina. He didn't go hire
13 some out-of-town lawyer to come and fight a case in
14 Orangeburg, we live in the same neighborhood.
15 That's how we got together with them. Okay.

16 This whole trial is about, that,
17 (pointing to a chair). In South Carolina, a
18 contract is offer, acceptance, consideration.
19 Offer, acceptance, consideration. Now, I've been A
20 lawyer a long time and I've studied the law, but
21 the Judge is going to tell you at the end of the
22 trial what the law is. But I believe you're going
23 to hear those terms in his recitation of the law in
24 this case. But contract is offer, acceptance,
25 consideration.

1 In this state, a contract doesn't have
2 to be in writing. In fact, unless you're buying
3 property or you're asking or committing to do
4 something that will be done in more than a year, in
5 more than 12 months, no contract has to be in
6 writing. So, if I wanted to rent seats from
7 Mr. Scott Suprina in 2026, I'd have to have that
8 contract in writing. But if I wanted to rent those
9 seats from him in 2023, it doesn't have to be in
10 writing.

11 Now, Mr. Suprina is named in this
12 lawsuit because he owned a business called "Seating
13 Solutions." Seating Solutions is no longer in
14 operation. That business was sold. So now you
15 have what was a corporation is now an individual.
16 Okay. So we've got Yonder Fields against
17 Mr. Suprina. In late December, as counsel said,
18 Yonder Field reaches out to my client, I believe
19 initially through Mr. Darr, asking about some
20 seating.

21 Now, what you need to know is, Seating
22 Solutions rents seats, but that's not all they do.
23 They make seats. They manufacture the foundation
24 for those seats and they specifically manufacture
25 seating for specific locations. So counsel wants

1 you to believe that because Scott Suprina had a
2 bunch of seats from a venue in California, that
3 they could just put those on a bus and bring them
4 down here and use them as they were. Well, that's
5 not how it works. Those seats had to be modified
6 to meet their needs. You're going to see drawings
7 that were sent to Yonder Field as to how those
8 seats were going to be repurposed, remanufactured,
9 reused. What you also need to know is those seats
10 for that job in California, those were expensive
11 seats.

12 The initial quote given to Yonder Field
13 was more than a million dollars. They said, whoa,
14 whoa, whoa, we can't afford that. The contract
15 that we're going to fight over in this case is for
16 a little more than a half a million dollars.
17 Yonder Field couldn't afford the California seats,
18 so Mr. Suprina had to make some less expensive, but
19 very nice seats for Yonder Field. I was intrigued,
20 Mr. Hutto said, the negotiations soured. Those
21 were his words. No, they didn't, she stopped
22 paying. That's what happened.

23 So in this case, Yonder Field asks my
24 client to produce seats. Mr. Suprina and one of
25 his employees come to Orangeburg and look at the

1 site and they get a real good idea of what they're
2 going to do. There are mechanical drawings made to
3 support the seats that are going to be provided.
4 In fact, there's another business up in the
5 Upstate, it's called "Green River Log Cabin."
6 Yonder Field bought some of those log cabins and
7 the seating was going to go over the log cabins.
8 Now, they didn't have those log cabins in
9 California, so it can't be the California seats
10 that were going to go over to the log cabins. They
11 had to of been specifically manufactured. Had to
12 be.

13 Not only were they negotiating the
14 quality of the seat and the make up of the stands
15 and the other foundational things, but they were
16 negotiating price and they were negotiating a
17 payment schedule. You're going to see all of this
18 in e-mail. Then you're going to see this. You're
19 going to hear some names of people that won't be in
20 the courtroom, but they were former employees of
21 both Yonder Field and Seating Solutions. You're
22 going to see an e-mail from the plaintiff, Ms.
23 Darr, to a guy named Cameron, saying if you send me
24 a quote or an invoice, I'll sign it and on it are
25 payment terms that she came up with. I'm going to

1 show you the e-mail where she sends to Cameron, I
2 can make a payment this, this, this, and this on
3 these dates. Cameron says, okay, we'll use that
4 payment schedule. She signs it. And then get
5 this, she starts to make those payments.

6 So now I want you to understand this.
7 The very first e-mail that we will introduce and I
8 don't know if it will be the first one that's
9 introduced completely, but the very first e-mail
10 that we will introduce is from that man right
11 there, Mr. Darr, to another employee of Seating
12 Solutions that he says, the opening salvo, we need
13 seats. 14,000 seats. And we want them from May 1,
14 2017 through August 31, 2017. We want those seats
15 for that entire period of time. They weren't
16 buying these seats, they were renting these seats.
17 We want them from that period of time.

18 Ladies and gentlemen, if I own this
19 chair and I'm going to rent this chair and you tell
20 me that you want to rent that chair, it's the only
21 one that I own, and you want to rent it from May 1
22 through August 31, you can rent my chair if you pay
23 that price. But you know what I can't do after you
24 paid that price? I can't rent it to anybody else.
25 I only have one chair. I only have so many chairs

1 and if I don't have them in my inventory, I can't
2 rent them to anybody else.

3 In this case, the plaintiff, Ms. Stacie
4 Darr, signed a written document that set forth what
5 would be delivered, when it would be delivered, how
6 long it would stay on Yonder Field's property and
7 how much they would pay. They started paying my
8 client. Spent money to produce its seats. My
9 client took it out of inventory. It was no longer
10 available May 1 through August 31. He couldn't
11 rent them to anybody else and then she stopped
12 making payments.

13 You're going to see in her words, she
14 says, here's the initial deposit. My client had
15 been in business for many years. If you've ever
16 watched the Macy's Thanksgiving Day Parade, the
17 seats along the sidewalks in New York City were
18 Seating Solutions seats. David Beckham, Cyber
19 Star, recently built a cyber stadium in Florida
20 seating -- by Seating Solutions. He was successful
21 in business. He built a beautiful product. In
22 fact, the plaintiff used his product in her
23 attempts to sell seats in her venue. When her
24 business went south, she stopped paying.

25 You're going to hear, she didn't pay

1 the security system. She didn't pay the audio
2 system. She didn't pay an employee. Those people
3 have judgements against her. You're going to hear
4 she didn't or couldn't pay her mortgage. She lost
5 her property. She didn't pay anybody. She stopped
6 paying my client and now she wants you to make him
7 give her money back. She's the one who breached
8 the contract.

9 I believe, ladies and gentlemen, at the
10 end of the day, that everything I've told you is
11 true. That I'm going to be able to prove it in the
12 form of a document and that you will find that my
13 client earned the money that he was paid. In fact,
14 he's owed more. Thank you.

15 THE COURT: Mr. Hutto, call your first
16 witness.

17 MR. HUTTO: Your Honor, just for the
18 record, now that we've begun the trial, the joint
19 exhibits are in the record for any party to
20 reference?

21 THE COURT: Yes, they are. That would
22 be Exhibits A through K and Exhibits 1 through 13,
23 18 through 55 are admitted as joint exhibits
24 without objection and will be evidence in the case.

25 Ladies and gentlemen, that's what we

ROBERT DARR - DIRECT EXAMINATION BY MR. HUTTO

1 | were doing while y'all were out is going through
2 | all that, usually they come in one at the time. It
3 | would take us a lot more time consuming. So what
4 | Mr. Hutto is referencing is we have all the
5 | exhibits that are already in evidence and will be
6 | considered by you all. That was the holdup for
7 | y'all. All right. Mr. Hutto?

8 | MR. HUTTO: We call Robert Darr to the
9 | stand.

10 | ROBERT DARR,
11 | being first duly sworn, was examined and testified
12 | as follows:

13 | THE CLERK: Please be seated and state
14 | your full name for the Court.

15 | MR. DARR: My name is Robert Darr,
16 | Robert John Darr.

17 | THE CLERK: Thank you.

18 | DIRECT EXAMINATION

19 | BY MR. HUTTO:

20 | Q. Mr. Darr, thank you for being here.
21 | Can you tell me a little bit about how you're
22 | employed?

23 | A. Right now I work for a company called
24 | "Alec Chaplin & Company," it's a commercial real
25 | estate company. He owns about eight businesses.

ROBERT DARR - DIRECT EXAMINATION BY MR. HUTTO

1 Depending on what you call businesses. He owns
2 several strip malls and things like that. And I
3 manage and run five of those businesses and a
4 couple of larger businesses he runs on his own.

5 My background, I had 10 years in
6 banking. I started out as entry level when I got
7 out of Carolina. I became a branch manager.
8 Became -- I could give you the fancy titles, but I
9 was over the retail market mortgage lending for all
10 of the Midlands which was toll branches and then it
11 ultimately got move to Greenville and took on 18.

12 I've done mortgage lending. I've done
13 business lending. And then the market crashed in
14 2009, I got laid off. And that's when I started to
15 working in the -- started to work in the
16 entertainment industry production and so forth. So
17 I did that for 10 years as a Local I union
18 stagehand. My home venue was Madison Square
19 Garden. I also worked for several different
20 companies that did one-off. A one-off is when --
21 it's not a tour. It's Jay-Z and Eminem's at Yankee
22 Stadium, so I would do things like that. I would
23 help them prep everything. I would help them bring
24 it all in, unload the trucks and then literally put
25 on the climbing harness and build the stages.

ROBERT DARR - DIRECT EXAMINATION BY MR. HUTTO

1 Q. So you mentioned a little bit about
2 your experience and events in production, how long
3 were you working in that field of work?

4 A. Nine years and some change, almost 10.

5 Q. Where all did you do that?

6 A. Madison Square Garden was my home
7 venue. Rihanna flew me to Barbados. I did some
8 work for Jay-Z and Eminem. I've done several
9 things with Madonna. Let's see, Black Eyed Peas,
10 Citizen Field, Dave Matthews -- sorry, I drew a
11 blank. Zac Brown, quite a few.

12 Q. So what all --

13 A. I've worked hundreds of shows in total
14 if that helps.

15 Q. It does. From your prospective, what
16 parts of the staging in production industry have
17 you managed throughout that time?

18 A. I've been department head where I have
19 had a group of people whether they were riggers or
20 depending on the individual needs. I worked show
21 crews. I've also worked at other festivals. For
22 example, Bonnaroo is a festival that's in Tennessee
23 and I was the assistant manager VIP operations
24 where I managed a crew. We handled -- basically,
25 you buy a VIP ticket and it has certain accesses

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1 that you're not privy to with a standard ticket and
2 we maintained and policed those areas, make sure we
3 can handle crowd control. It's a lot of fun.

4 Q. So what brought you back out of that
5 industry?

6 A. I got married, went through a nasty
7 divorce when I was younger. And met my wife and we
8 decided we wanted to get married and the agreement
9 was no more Peter Pan syndrome as she put it. She
10 didn't want to be married to a husband who thought
11 it was okay to go to New York City for two or three
12 weeks out of the year -- excuse me, two or three
13 weeks out of the month and she had no idea where I
14 was or what I was doing. So that wasn't really
15 conducive to the kind of home I wanted to provide
16 anyway. So I hung up my wings. I hung up my
17 rigging gear. Put away all my tools and I got a
18 job in banking again.

19 Q. When was that?

20 A. 2015. I believe, October 2015. Bruno
21 Mars was my last show that I did.

22 Q. And where did you move back to?

23 A. I've always lived in Columbia. I had a
24 house in Columbia. Depending on what I was doing.
25 I either wasn't working or I was doing things on my

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1 computer that I could do from home. But for the
2 most part, it was my boss would send me a text
3 message that would say Luke Bryan, load out 8 a.m.
4 Friday morning and I would literally flip over from
5 the e-mail, book a flight out and I would go. So I
6 always maintained my residence here even though I
7 worked quite a bit in New York. I did have a son
8 from my first marriage and being near him was
9 always important.

10 Q. So at the end of 2016, is that when you
11 got involved with the Yonder Field?

12 A. Yes. That's when -- third quarter 2016
13 would be about the time when I was approached.
14 Yonder Field wasn't always called Yonder Field. It
15 didn't always have a name, but it was always a
16 dream. It was always an idea. And that's when --
17 that's around the time that I found out that Stacie
18 was going to sink her life savings into it. She
19 wanted to go for it and I wanted to be a part of
20 it. I wanted to be a part of -- it's a dream for
21 everybody.

22 Q. So you said what it's called and you
23 said it's a dream for everybody, can you tell the
24 jury what Yonder Field was?

25 A. Yeah. Absolutely. It was going to be

ROBERT DARR - DIRECT EXAMINATION BY MR. HUTTO

1 a festival. A music festival. An arts festival.
2 And it's something that only exists in a few states
3 in the country. Bringing in the biggest names in
4 show business. And we were going to put it -- not
5 only were we going to create it, but we weren't
6 going to put it in New York or California or places
7 that already had something like that, we were going
8 to bring it to South Carolina.

9 And more specifically, we talked about
10 Charleston. There are a lot of problems with
11 Charleston though. Not the least of which it's not
12 easy to get into and out of. Orangeburg.
13 Orangeburg made sense for a lot of reasons. All of
14 the major highways that come through South Carolina
15 come very close to Orangeburg. And it was an
16 exciting time. It was a -- like I said, we've all
17 had dreams. We all have, you know, think about
18 what you want to do when you were little. And
19 opening our own venue and not work in the grinding
20 from 9 to 5 to try to pay bills, but, you know, be
21 a part of something. Own it. Make the money
22 instead of making somebody else money.

23 All those things and we were going to
24 bring it to Orangeburg. And it wasn't just what we
25 were going to get out of it, in our mind it was a

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1 | gift to the state and a gift to the town, the city,
2 | to Bowman. We're talking about dozens if not
3 | hundreds of stagehands for a show. We had
4 | discussed -- we're working -- we contacted
5 | fraternities at South Carolina State University to
6 | help us with parking and local church organizations
7 | to help us with the food and beverage. Local
8 | police officers to help us with security. It was
9 | going to be something that was going to put food on
10 | the table. That was going to create massive
11 | amounts of jobs. You're talking about every
12 | restaurant in town full. Every hotel booked.
13 | Every gas pump whizzing away. Money. Money.
14 | Money. Opportunity and we were bringing this what
15 | we -- what was our vision and our dream, we were
16 | bringing it to Orangeburg.

17 | Q. You mentioned Bowman, where exactly was
18 | this supposed to be?

19 | A. So once we decided where, we had to
20 | decide where/where. And what I mean by that is, we
21 | started looking around for tracts of land. And
22 | found a tract of land that had a road that goes
23 | through it. Kind of -- it's very near the
24 | interstate, but kind of secluded. It seemed to
25 | check a lot of boxes. And it gave us the acreage

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1 that we needed to do a lot of cool things. Not
2 only did we have plenty of room for parking and
3 ingress and egress, but it had a stream running
4 through the middle and it had a back area where we
5 could have, you know, after the main show was over,
6 we could bring in another band to play in the back
7 for just the people who were spending the night.
8 It had a lot of personality and it -- though it was
9 raw land, it was a peanut farm. If you could see
10 the vision, you could look at the land and know
11 this was the right spot.

12 Q. And what was your role and Stacie's
13 role to be in the creation of this venue?

14 A. So, of course, I'm never going to have
15 the money to have a dream like this come true.
16 Stacie did. She put her life savings into this and
17 so she was going to handle the booking. She was
18 going to handle the things that she had experience
19 doing when she was at -- when she was working and
20 doing freelance work in New York City. I was going
21 to do what I knew. I was going to help build the
22 land, maintain -- do maintenance.

23 And, again, it was a peanut farm. So
24 we had to take this peanut farm, get all the
25 brambles out, all the wood, all the stumps. We had

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1 to grade it and then we had to put grass on it. We
2 had to maintain 43 acres worth of grass once we got
3 it going. And then we had setbacks, of course, bad
4 weather, mud, things that, you know, you've got
5 your eye on one prize, but then things get in the
6 way. You've got a source to bring in slag which is
7 funky pieces of worthless steel that you put in mud
8 so you can get traction. And, you know, make sure
9 that what we're doing isn't going to have a
10 negative impact on anybody around us, minimize our
11 footprint.

12 And so that kept me busy day-to-day.
13 And then, of course, on days when there was a show,
14 everything would change for me. I like those
15 things, but it's the show business. It's the
16 concert and it's the excitement. And so, you know,
17 for me, I got to put on my cape on those show days
18 and I got to do what I really wanted to do.

19 Q. And on a show day, how many people
20 would have potentially been at Yonder Field?

21 A. Dozens of thousands. Eight thousand.
22 There really is no limit. You could have -- really
23 it's dictated by the artist. You know, if you book
24 it, they will come. So you could do anything from
25 a smaller band and try to hit a 15- or \$20,000 cap.

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1 If that's your -- if that's what's available and
2 then hopefully you get the titans, you get the big
3 fish, you get Jay-Z, you get Madonna, you get these
4 people to come in and then you can sell lots of
5 tickets. You could also look at doing a two-day
6 festival where you would bring in four or five
7 bands. So there weren't a lot of restrictions on
8 what we could do as long as we had vision.

9 Q. In that end of 2016 and beginning of
10 2017 timeframe, what kind of projects were you
11 personally working on to get Yonder Field ready for
12 -- for events and for people?

13 A. We were doing a lot of different
14 things. Promotion. Putting together schematics of
15 what things were going to look like. Advertising.
16 Figuring out where we were going to staff and how
17 we were going to staff. We really need to run on a
18 skeleton crew, but then we need to have our people.
19 You know, we need to have the people that we've
20 worked with in New York, you know, and have them on
21 standby and make sure they were buying into the
22 dream too.

23 So that may not seem like an awful
24 lot, but it's amazing how when you're excited and
25 you're doing something you want to do instead of

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1 just going to work and wearing a suit. And, you
2 know, how you can get drawn into it and how it can
3 kind of consume you for that amount of time. We
4 also had to figure out how we were going to lay it
5 out. And a lot of that began to center around our
6 conversations with Seating Solutions.

7 Q. Well, let me ask you a couple of things
8 before we get there. Did you become familiar with
9 an event called Desert Trip?

10 A. I had not heard of it previously. I
11 had -- I love the entertainment industry. I am not
12 a festival goer. It's not for me living in a tent.
13 And, you know, I'm glad people want that because I
14 want to work at a venue that has that. But I had
15 not heard of it until we began to -- well, until
16 Stacie mentioned Seating Solutions and said there
17 was a festival in California Desert Trip.

18 She got the contact information from
19 someone she had worked with and gave it to me and
20 asked me to reach out. So that's -- that initial
21 conversation I had with Stacie before our prior to
22 reaching out to Seating Solutions was the first
23 time I had heard of it.

24 Q. What was the connection that you
25 understood between Desert Trip and Seating

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1 Solutions?

2 A. Seating Solutions provided the seating
3 for Desert Trip. That's really all I know. I know
4 now and I don't know exactly when I found out, but
5 I think it was supposed to be a three year run and
6 it didn't run more than one. So there was some
7 hope that maybe that seating was sitting around
8 and, you know, as we found out it was.

9 Q. Do you know about when Desert Trip
10 would have ended?

11 A. It was in October of 2016 if I'm not
12 mistaken.

13 Q. And when did you begin speaking with
14 Seating Solutions?

15 A. December 2017.

16 Q. December of 2016?

17 A. '16, I apologize. My apologies, yes,
18 '16.

19 Q. And when you -- what was the point of
20 contacting Seating Solutions when you first did it?

21 A. Well, we needed seating. You know,
22 this is all in the planning stage. Stacie had a
23 vision obviously of what she wanted, but we were
24 going to need seating. I don't know that we had a
25 firm idea of what we needed, but obviously we had

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1 | seen -- she had seen the seating that was at Desert
2 | Trip.

3 | Q. And what were your initial
4 | conversations like when you contacted them about
5 | this seating?

6 | A. Super friendly. As a matter of fact,
7 | the first e-mail that -- other than the e-mail they
8 | showed earlier today, the first one that I could
9 | remember was one where Scott said we were going to
10 | ride shotgun on this project together. We were
11 | going to go hand in hand in the future. We were
12 | going to be such good friends we would have to
13 | build a clubhouse basically. Because that's how
14 | well they were going to treat us and how we were
15 | going to win together.

16 | And in those initial conversations, I
17 | believe there's an e-mail dated January 14th where
18 | they stated that they have 31,000 seats from Desert
19 | Trip that were in storage. And, you know, the idea
20 | that we couldn't afford seats, those seats, it
21 | seems to me that 31,000 seats that are sitting in a
22 | warehouse for a year aren't making you any money.
23 | If you can rent those seats for some money that's
24 | smart business.

25 | Q. And did anybody from Seating Solutions

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1 | ever come to Orangeburg?

2 | A. Yes. After our initial conversation,
3 | we had a -- I believe a Skype -- a Zoom type call
4 | and then they came to the property.

5 | Q. And what happened when the Seating
6 | Solutions visited your property here in Orangeburg?

7 | A. Stacie, you know, got more involved in
8 | -- we talked about just ideas, you know. When you
9 | first go into negotiations you don't have a
10 | preconceived notion of what's going to be on the
11 | other end. You have an idea of what you want, you
12 | got to figure out what their idea what they want is
13 | and you move forward. So feeling each other out,
14 | learning. They're getting an idea of what we are
15 | trying to accomplish and we're getting an idea of
16 | what they're trying to charge.

17 | Q. Uh --

18 | A. I guess that's the easiest way to look
19 | at that.

20 | Q. I apologize, I didn't mean to interrupt
21 | you. Who visited the location in Orangeburg?

22 | A. Scott. Scott and Cameron.

23 | Q. And when you say Scott, just for the
24 | jury's clarification, we're talking about
25 | Mr. Suprina?

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1 A. I apologize, yes.

2 Q. No, I don't mind. I apologize if you
3 prefer to call it one or the other. But I just
4 want to be clear, Scott and Mr. Suprina is the same
5 person?

6 A. Yes.

7 Q. And who is Cameron?

8 A. Cameron was his assistant. I couldn't
9 tell you exactly what his title is although I'm
10 sure it's on the e-mails. He was nice. I liked
11 Cameron a lot. He was young and he had just gotten
12 out of Carolina, I believe. But he was one of
13 those college guys, I was there, when I graduated
14 college and I got my first job at Bank of America,
15 man, they didn't even know that they were looking
16 at the youngest president that Bank of America was
17 ever going to have. You know, that's the feeling,
18 that conquer the world feeling you have when you
19 get out of college and he had it. He was fun to
20 watch and he was sharp and excited and hungry and I
21 liked him a lot.

22 Q. Now, when did you -- do you recall
23 about when you started receiving formal letters
24 from Mr. Suprina or Cameron?

25 A. It depends on what you mean by formal.

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1 If you're talking about a quote or hard numbers, it
2 was several weeks after the initial visit.

3 Q. All right. Let me show you. Do you
4 recall receiving some initial letters around -- in
5 early January timeframe?

6 A. Uh-huh.

7 MS. SPIRES: Is that a "yes"?

8 A. I apologize. Yes.

9 Q. What was the tenor of those letters?

10 A. You know, we're trying to figure out a
11 number of seats we were going to need. I think
12 that we were pretty open even from the get-go that
13 the numbers -- that we were pretty far apart. But,
14 again, the attitude that we had been presented with
15 is we're going to get this figured out. Trust us,
16 we're all in this together. You know, most are
17 succinct, we're all grabbing a bucket. So there's
18 no reason not to believe in good faith that we were
19 going to be able to find numbers and seats that
20 would be satisfactory to everybody.

21 Q. And did there come a time to your
22 knowledge through any letters or e-mails when a
23 price was agreed upon between the two parties?

24 A. No.

25 Q. All right. I want to show you --

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1 A. Absolutely not.

2 Q. I'm going to show you a series of
3 communications and you let me know what you're
4 aware of. I'm referring to what has been premarked
5 as Exhibit 28 in ours, but I've got another copy of
6 here if that's all right. Are you familiar with
7 that document?

8 A. Yes.

9 Q. What is that?

10 A. It is an attempt to negotiate in
11 discussing possible payment terms. You know,
12 again, we're still trying to come to some sort of
13 agreement.

14 Q. And when is that date? When was that
15 e-mail sent?

16 A. January 20.

17 Q. Who is it from and what is it to?

18 A. This is from Stacie to Scott.

19 Q. And is there some type of proposal
20 there?

21 A. No. It's lacking quite a bit of
22 information that would be necessary for it to be an
23 agreement. For example, this shows a lot of
24 numbers, \$580,000. What am I getting for \$580,000.

25 Q. So when you're looking at that, what

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1 terms of a potential agreement are included?

2 A. We were looking at deposit dates that
3 we're discussing. We're looking at balance
4 payments that we're discussing. So, again, we're
5 talking about numbers on our side, what we might be
6 able to pay and afford.

7 Q. Is there anything in that proposal
8 about what inventory or items would be received for
9 those payments?

10 A. No. And that's what I'm saying, it's
11 full of numbers on our side. But for \$580,000,
12 don't I need to know what I'm getting? For that
13 matter, what am I getting? How much of it am I
14 getting and when am I getting it? So I don't know
15 when I'm getting, however much of whatever I'm
16 getting, I'm getting. How could that possibly be a
17 contract?

18 Q. Does it include any other terms?

19 A. Not that I see.

20 Q. Okay. I want to show you another
21 e-mail from a few days later. This is what's been
22 marked as Exhibit 29. Are you familiar with this
23 document?

24 A. Yes.

25 Q. And what is it?

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1 A. It's -- again, it looks like a
2 counteroffer, you know. As negotiations go on,
3 there are offers and then there are counteroffers.
4 This appears to be a counteroffer where they are
5 offering a different pay schedule. But then
6 they've added a stipulation where they would now
7 like a personal guarantee.

8 Q. Who is this e-mail from and who is it
9 to?

10 A. This e-mail is from Marc Palker who is
11 or was, I believe, an attorney who represented
12 Seating Solutions for a time to Stacie. It's also
13 copying Cameron.

14 Q. Does he have a Seating Solutions e-mail
15 address? Or do you see his title there?

16 A. Yes. Marc Palker, Chief Financial
17 Officer, Seating Solutions.

18 Q. And when was that sent?

19 A. This was sent January 23rd of 2017.

20 Q. Is it your understanding that that was
21 sent in response to Stacie's e-mail?

22 A. Yes.

23 Q. All right. And does that document
24 include everything that would be contemplated
25 through the purchase or in the purchase of -- for

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1 rental of seats?

2 A. No.

3 Q. What is in it?

4 A. What is in it is what's in it for them.

5 They want money. They want a personal guarantee.

6 And still no quantities, no item numbers, no

7 physical description, no day that it's going to be

8 delivered, no day it's going to be picked up. It's

9 void of half of what you would need for any sort of

10 agreement.

11 Q. All right. And then let me show you --

12 MR. HUTTO: Those were for the jury's

13 record and for the Court's record, 28 and 29. May

14 I publish what's been marked by the court reporter

15 as 28 and 29 to the jury?

16 THE COURT: Yes, sir.

17 Q. Now, I want to show you another set of

18 documents here. I believe they've been marked as

19 Exhibits 9 and 10. Let's start with this document.

20 Are you familiar with that?

21 A. Yes.

22 MR. BRANNON: Is that 9 or 10?

23 MR. HUTTO: This is 9.

24 MR. BRANNON: Thank you.

25 Q. What is that?

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1 A. This is a quote that's sent to Stacie.
2 Again, listing what's in it for them, a payment
3 schedule, so a counteroffer. Still the void of any
4 physical description and shipping date, unit price.

5 Q. I'm going to show you what's marked as
6 Exhibit 10. Could you tell us what that is and
7 tell us -- if you look through that series of
8 e-mails, who is speaking and around what time
9 they're speaking?

10 A. It says conversation between Stacie and
11 Cameron. And it says it's in the afternoon.
12 Stacie said she's taking things home to work on
13 tonight. Cameron says, can you please put your
14 terms -- I'm sorry. I apologize. Stacie says,
15 Cameron, can you please put those terms in a quote
16 or invoice so I can sign it?

17 Q. Now, is it your understanding that part
18 of what was signed to her is the other document
19 that you have there? I apologize. The other
20 exhibit that I handed you?

21 A. Yes.

22 Q. Okay.

23 A. After she crossed through some of the
24 information.

25 Q. Let me show you that then. Do you know

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1 | what was sent to Stacie as part of that e-mail that
2 | included the quote that I just sent you or I just
3 | showed you?

4 | A. There was an additional form with
5 | breakdowns of some other things.

6 | Q. What do you mean by that?

7 | A. I don't have it in front of me, but
8 | there was a more formal version of their proposal.

9 | Q. All right. Now, you mentioned Stacie
10 | crossed through some things, what is that?

11 | A. She crossed through, I believe, it was
12 | the last line of that document, signed it, and said
13 | I'm crossing out the part I don't agree to. And if
14 | you agree to it, then we can write it up again and
15 | move forward.

16 | Q. All right. I'm going to show you
17 | another document here because it may add some
18 | clarification. I'm referring to 18. I'm sorry,
19 | not 18, 8. Is this part of what you're referring
20 | to?

21 | A. Yes.

22 | Q. And what is this document?

23 | A. This is a contract. This is a contract
24 | that's unsigned. It's a contract.

25 | Q. What's the title of that document?

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1 A. Rental Contract.

2 Q. To your knowledge, did anybody ever
3 sign that document?

4 A. No.

5 Q. Did you ever sign that document?

6 A. No.

7 Q. Did Stacie ever sign that document?

8 A. No.

9 Q. Did Cameron ever sign that document?

10 A. Not that I know of. As far as I can
11 see, even Seating Solutions' guys didn't bother to
12 put their signature anywhere on here.

13 Q. So Mr. Suprina didn't sign that
14 document?

15 A. I'm sure he was busy.

16 Q. Is this a complete contract in your
17 estimation?

18 A. No. In my experience with contracts,
19 it's got to be signed. If you go to a car
20 dealership, you agree that you're going to buy the
21 new Mustang --

22 MR. BRANNON: Objection, Your Honor.
23 There needs to be some kind of foundation here.
24 It's not responsive to the question and we're not
25 talking about buying cars here.

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1 A. I only got two sentences into the
2 explanation, so --

3 THE COURT: You don't get to talk while
4 we're talking about that.

5 MR. DARR: I apologize.

6 THE COURT: And that's not funny. I
7 think he was trying to explain what his
8 understanding of how a contract works, so I'll
9 allow it. I'll overrule the objection for now, but
10 I understand -- I note your objection.

11 MR. BRANNON: Thank you, Your Honor.

12 MR. HUTTO: Madam court reporter, can
13 you tell me what my last question was?

14 (WHEREUPON, the court reporter read
15 back the last question.)

16 Q. Is this a complete contract in your
17 estimation?

18 A. It is not.

19 Q. You noted it was lacking signatures, is
20 there anything else that you note that would be
21 lacking?

22 A. This appears to be a more thorough
23 professional looking contract than the other thing
24 that was -- the other document that was in the
25 e-mail. But just because you say you want

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1 something, like a car, if you don't sign the
2 contract, you don't get the car.

3 Q. To your knowledge, did Stacie ever sign
4 any document that had finalized terms in it with
5 Seating Solutions?

6 A. Absolutely not.

7 Q. And you gave an example before, but
8 just professionally, what experience do you have
9 with business and contracts?

10 A. I've dealt with contracts all of my
11 professional career. When I got out of college, I
12 became an entry level loan officer with Bank of
13 America where we did personal loans. I've done
14 equipment loans. I've done a loan for an airplane.
15 Mortgages. For that matter, there was a time at
16 Bank of America while they were in some legal
17 battle with the state, I was actually an agent who
18 closed mortgages for Bank of America. So I handled
19 -- anybody's ever bought a house knows you've got a
20 stack of documents this big. I had to go through
21 all those documents and not only explain them,
22 explain them in a way that the average
23 man/woman/person can understand. And then I went
24 on to be a regional mortgage manager and had to
25 handle all of the responsibility for all of the

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1 mortgages that were done in my 18 branches in the
2 Upstate and 12 branches here in Columbia.

3 And then in my current life, I handle
4 negotiations for a contracts for things like new
5 roofs, siding, paving. For that matter, dumpsters,
6 cleaning crews, things of that nature, so I work
7 with contracts a lot.

8 MR. HUTTO: Your Honor, at this time
9 I'd like to publish Exhibit 8 to the jury.

10 THE COURT: 18 or 8?

11 MR. HUTTO: It's 8. I apologize. I
12 saw the number symbol as a one.

13 THE COURT: I had it as 18. Okay.

14 MR. HUTTO: I'll show it to opposing
15 counsel just so we're on the same page. This is
16 the document. And it's 8. Apologize for
17 misspeaking.

18 THE COURT: No problem.

19 Q. Now what the jury -- just for
20 clarification because we've talked about a few
21 documents. What the jury has right now was never
22 signed by anybody?

23 A. Right. That's correct.

24 Q. How would you describe these
25 communications between January 20th and the 25th if

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1 it's not a contract?

2 A. Negotiations. The only thing that was
3 signed was a document that Stacie signed that was
4 not a contract. It did not have all of the
5 necessary information to be a contract, but she
6 also marked through the part she didn't agree to.
7 So signing something that you're saying you don't
8 agree to and marking out important information
9 doesn't make it a contract.

10 Q. So when you initially started receiving
11 -- let me go back in time a little bit. These
12 January 20th proposals, were those the first
13 proposals you had received from Seating Solutions?

14 A. I believe so. And then based on the
15 date I would say that's probably correct.

16 Q. Initially, did Seating Solutions offer
17 you any other possible inventory or anything of
18 that nature?

19 A. Yes. On an e-mail that is dated
20 January 14th, I believe, Cameron -- I believe it
21 was Cameron -- no, I take that back. It was Scott
22 said -- I believe it was Scott, said there were
23 31,000 seats sitting in storage in Spartanburg. So
24 if we weren't going to be renting those seats, I
25 don't see why that number would be of any use

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1 anyway.

2 Q. All right. I just want to show you
3 what was marked, for example, as Exhibit Number 1.
4 Showing you what's marked as Exhibit 1. And I
5 apologize, what is that that you've got with you
6 there? I'm going to put that back. What you've
7 got there, are you familiar with that --

8 A. Uh-huh.

9 Q. -- document?

10 A. I am.

11 Q. When is it from and who is it between?

12 A. This is to Stacie and me from Scott.

13 Q. What's the nature of that letter?

14 A. Again, it's part of the courtship.
15 They're throwing out some numbers, talking about
16 the different seating options. Let's see. And
17 then some suggestions, you know, we can throw out a
18 do not exceed number. So part of the circumstances
19 involved in the negotiation.

20 Q. Did you receive other letters like that
21 in the course of your dealings with Seating
22 Solutions?

23 A. Yes.

24 Q. Now, you probably heard it referenced
25 already, but at some point, did Yonder Field begin

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1 making payments to Seating Solutions?

2 A. Yes. Yonder Field made prepaid rental
3 payments to Seating Solutions at their insistence.

4 Q. I would imagine what is on the jury's
5 mind, perhaps, is why would you make payments if
6 there was no final agreement?

7 A. It's an act in good faith. Again, we
8 were going to build a clubhouse a few days early.
9 This is still a feel good story. They want to be a
10 part of our advertising. We want their seating.
11 We're going to hold -- they're going to ride
12 shotgun to quote one of the e-mails on our venture.
13 So there's every reason to believe that we're going
14 to find the number of seats and the number of
15 dollars that we're going to need to make it work.

16 Q. Do you know around the time when
17 payments would have started to have been made
18 between Yonder Field and Seating Solutions?

19 A. I believe the first wire was in mid to
20 late January. And then there was one in February
21 and one March 1st. February 14, March 1st perhaps.

22 Q. All right. I'm going to show you what
23 have been marked as Exhibits 11 -- well, let me
24 just start with Exhibit 11. I'm going to put
25 Exhibit 1 back into the set of documents here.

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1 I'm going to show you what's been
2 marked as Exhibit 11. Do you recognize that?

3 A. Yes. This is verification of the first
4 wire that went out for \$37,100 and that was January
5 26th.

6 Q. All right. And let me get that from
7 you and I'm going to show you another document
8 here. Can you tell me what that is?

9 A. Sure.

10 THE COURT: Is that 12?

11 MR. HUTTO: 12, Your Honor.

12 A. The second wire \$53,000 and my apology.
13 Looks like -- no -- yes, the second wire was on
14 February 14th for \$53,000.

15 Q. And I'm going to show you what is
16 marked as Exhibit 13. Can you tell me what that
17 is?

18 A. Uh-huh. That's the third funds --
19 transfer, excuse me, of \$70,000 that took place on
20 March 1st.

21 Q. All right. Do you know offhand what
22 that adds up to?

23 A. \$160,100.

24 Q. And at the time that that third payment
25 was made, had an agreement been reached?

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1 A. No. There was still no agreement
2 reached. However, the tone had changed
3 significantly. Stacie would be the best person to
4 talk about this, but just to touch on it, we
5 supplied pictures of the seating to artists that we
6 were trying to get that we, you know, we had
7 renderings done of the property and it was an
8 integral part of what we were selling to people.
9 And the threats to pullout and to keep the money.
10 Demands for money even though there was no contract
11 in place. They were still demanding money.

12 The problem we have now is, A, we need
13 the supply what we said we were going to, to the
14 artists and to the people that we were trying to
15 get to invest in the property. And, two, they've
16 got our money and even though they're not entitled
17 to keep it, that doesn't mean they won't try,
18 obviously.

19 Q. While I'm thinking about it --

20 MR. HUTTO: And, Your Honor, I'd like
21 to publish Exhibits 11 through 13 to the jury.

22 THE COURT: Yes, sir.

23 Q. So after that third wire transfer, did
24 there come a point when you were aware that it was
25 going to be difficult for negotiations to continue?

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1 A. Yes. E-mails continued to come and
2 then there became -- some voicemails were left
3 threatening to not giving the money back, to walk
4 away. And there was an e-mail that was sent, I
5 believe -- yeah, it was an e-mail that said they
6 weren't holding any of their inventory for us.
7 That, you know, it had good faith that we were
8 going to find a common point.

9 And interestingly enough, right around
10 the time when it didn't look like we were going to
11 be able to come to an agreement, strange e-mails
12 started to popup. E-mails that suggests that new
13 seats were fabricated. That somehow Seating
14 Solutions have taken a loss.

15 I don't know why you would build seats
16 on a contract that didn't exist. But what's more
17 is, if you did build seats, it would be easy enough
18 to prove it, you'd have a purchase order. You
19 would have paperwork that would show you built new
20 seats. The reality is, in my opinion, that they
21 weren't going to give the money back so they needed
22 to come up with an excuse to keep it. That's when
23 the entire -- this new narrative was created.

24 Q. Now, there was a statement that you
25 likely heard earlier. Opposing counsel took a

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1 chair and said something to the effect of, once the
2 chair is supposed to be here from this month to
3 that month, it can't be moved. Did you ever have
4 any conversations with Scott about that concept?

5 A. Yes. Well, it wouldn't be exclusive to
6 me and Scott. Stacie was involved too, but I
7 believe there are text messages, I know that they
8 exist, I believe they're in text form, that say
9 that they can take the flooring -- I mean, the
10 seating anytime they want and as long as we don't
11 have a show, they can use it somewhere else. Not
12 to mention, if you don't have a contract, you're
13 obviously not going to be holding your inventory.
14 Your -- someone says they're going to buy something
15 from you, but they don't have a body yet, you don't
16 take it off the market.

17 Q. Let me make sure that what you're
18 saying was clear. What was the conversation
19 between Yonder Field and Seating Solutions about
20 where the seating had to be stored or kept?

21 A. They could keep it on our property if
22 they wanted to.

23 Q. And what if somebody else wanted to use
24 it on a weekend that you weren't using it?

25 A. They could take it. Take it and make

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1 money. I mean, that is part of the team concept.
2 That is a win-win. If you can make money off of
3 your inventory when we're not using it then why
4 would that not happen?

5 Q. Is that a conversation that was
6 explicitly had between the two parties?

7 A. Yes.

8 Q. I think this is probably clear, but was
9 anything ever delivered to Orangeburg, South
10 Carolina by Seating Solutions?

11 A. No. Just like the only thing that was
12 ever signed didn't say what we were getting, how
13 much we were getting or when it was coming. No
14 amount of whatever ever showed up at anytime.

15 Q. And --

16 A. Which would mean nothing was ever
17 rented.

18 Q. Did any of that \$160,000 ever make its
19 way back to Yonder Field?

20 A. It did not.

21 Q. Do you know what happened to this
22 Seating Solutions company after this season?

23 A. From what I understand, he sold the
24 company and did not disclose that there was
25 litigation pending. Which why not?

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1 MR. BRANNON: Objection. Your Honor,
2 move to strike. That's hearsay.

3 THE COURT: Sustained.

4 MR. HUTTO: I don't have a problem with
5 that, Your Honor. To be clear, the second portion
6 is what is stricken, Your Honor?

7 THE COURT: Yes.

8 MR. HUTTO: Okay.

9 THE COURT: I think he can testify as
10 to his personal knowledge of the sale, but anything
11 after that.

12 Q. All right. Let me rephrase the
13 question. To your knowledge, was -- after this
14 season that we're referring to, was Seating
15 Solutions sold to another company?

16 A. To my knowledge.

17 Q. Now, you've had the opportunity to look
18 through numerous communications that occurred
19 around this time --

20 A. Uh-huh.

21 Q. -- is that fair?

22 A. Yes.

23 Q. Do you have an estimate of maybe how
24 many e-mails and text messages and things of that
25 nature, letters that went back and forth between

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1 | these two companies?

2 | A. Dozens. As a matter of fact, my
3 | printouts are probably this thick.

4 | Q. At any point, did you see a place where
5 | Yonder Field and Seating Solutions agreed on a
6 | final price, a final set of inventory, and a final
7 | set of terms under which those items would be
8 | exchanged?

9 | A. I did not.

10 | Q. One thing that you mentioned before
11 | that I want to make sure that is clear. What is a
12 | personal guarantee?

13 | A. A personal guarantee is when you can
14 | take the obligation of repayment away from the
15 | business and put it on a person themselves.

16 | So, in other words, you can't sell your
17 | company to escape a debt because you personally are
18 | liable for it. You can't bankrupt a company, you
19 | still would be responsible for the debt and they
20 | can come after your personal asset.

21 | Q. Were you aware of Seating Solutions
22 | attempting to get personal guarantees from members
23 | of Yonder Field for the -- for potential purchases?

24 | A. Yes.

25 | Q. Would any members of Yonder Field agree

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1 to personal guarantees on any of these purchases?

2 A. No. This is a business transaction
3 that needed to be handled within the business.

4 Q. Sir, I may have more questions for you
5 following any questions from opposing counsel.
6 Thank you.

7 THE COURT: All right. Let's take a
8 short break. We've been going for a while. We
9 will start back at 4:25. Is there anybody on the
10 jury that has any particular problems going to say
11 5:30 today?

12 (No response.)

13 Okay. We won't keep you after that,
14 but try to finish up these witnesses. All right.
15 Ladies and gentlemen, please remember don't discuss
16 the case, we'll be back in about 10 minutes.

17 (WHEREUPON, the jury left the courtroom
18 at 4:13 p.m.)

19 THE COURT: All right. We'll be at
20 ease until 4:25.

21 (There was a short break.)

22 THE COURT: Are y'all ready?

23 MR. BRANNON: Yes, Your Honor.

24 THE COURT: Bring them in, Ms. Delaine.

25 (WHEREUPON, the jury entered the

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1 courtroom at 4:27 p.m.)

2 MR. BRANNON: May it please the Court.

3 THE COURT: Yes, sir.

4 CROSS-EXAMINATION

5 BY MR. BRANNON:

6 Q. Mr. Darr, are you okay?

7 A. Yes, sir.

8 Q. All right. You don't need that cough
9 drop?

10 A. No, sir, I'm all right.

11 Q. All right. What kind of degree did you
12 get from Carolina?

13 A. I have a degree in small business
14 administration and a minor in business management.

15 Q. Okay. So you have a BA in business
16 administration?

17 A. That's correct.

18 Q. And you went from there into the
19 banking industry?

20 A. Small business, yeah.

21 Q. All right. And --

22 A. Smallest extension, but, yeah, just to
23 make sure I answer honestly.

24 Q. Okay. And then you went into the
25 banking industry?

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1 A. Yes, sir.

2 Q. When did you graduate from Carolina?

3 A. '99.

4 Q. Okay. So you got 10 years in the
5 banking industry because you said '09 was when the
6 market crashed and you got laid off. Ten years in
7 banking and then you went back into banking after
8 you met your current wife; correct?

9 A. That's correct.

10 Q. How long were you banking in the
11 banking industry at that point?

12 A. 2000 -- early 2016 to the end of 2016,
13 so not terribly long.

14 Q. So about 11 years in the banking
15 industry though?

16 A. Yes.

17 Q. Dealing with contracts and finances; is
18 that correct?

19 A. Yes, sir.

20 Q. But with Yonder Field, you weren't the
21 finance man; right?

22 A. I was not.

23 Q. In fact, do you recall in your
24 deposition stating that she focused on
25 relationships with the artists, also booking

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1 budgetary, you know, things as well as Bob Garcia?
2 She did all of that; right?

3 A. The majority of it. No, I was in those
4 conversations and in those meetings, but those
5 decisions came down to Stacie.

6 Q. Right. Okay. And what did you tell my
7 partner were your general operations or general
8 obligations to the company?

9 A. The general day-to-day maintenance of
10 the grounds.

11 Q. Of the grounds. You were the one
12 moving the dirt; is that correct?

13 A. Yes. Well, yeah, as well as seeing
14 other people move the dirt.

15 Q. Got you. Now, your sister will testify
16 to this as well, but tell me what's her educational
17 background?

18 A. She has an engineering degree from
19 Clemson and a MBA from Clemson, I believe.

20 Q. Okay. What is MBA stand for?

21 A. Masters in Business Administration.

22 Q. Okay. So sister's an engineer with an
23 MBA in what?

24 A. Masters in Business Administration.

25 Q. All right. Do you want these jurors to

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1 believe that she spent \$160,100 to my client
2 without knowing what she was getting?

3 A. Yes.

4 Q. Okay.

5 A. It's an exercise in good faith.

6 Q. Okay. All right. So I'm going to show
7 you what is -- it's already been marked, it is a
8 joint exhibit letter A, okay, and I'm going to ask
9 you to identify it, please.

10 A. Yes, sir. This is an e-mail from me to
11 Cameron Pulliam from Seating Solutions.

12 Q. Okay. All right. And would you read
13 the paragraph, the bulk that describes what you're
14 asking for -- forgive me. The date of that first?

15 A. The date of this is December 12, 2016.

16 Q. Okay. Read that paragraph.

17 A. Cameron, below is a layout of our main
18 stage. We need 11,000 seats for GA, general
19 admission, section and we want to build grandstands
20 that will hold a thousand people in the VIP area.
21 These grandstands will need to be elevated. We're
22 hoping to have them 24 feet high at their lowest
23 point and they will not need -- excuse me, they
24 will not need to be ADA approved, is this something
25 that y'all can handle? It is possible to have it

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1 covered or tinted? The grandstands will need be
2 out by May 1st and will need to stay until August
3 30th.

4 For the seating, I would like to know
5 all the inclusive costs to rent by the week for the
6 entire four month span with a purchase outright.
7 I'm sure there's more information you'll need, so
8 please feel free to give me a call.

9 Q. Okay. And that is an e-mail that you
10 sent in January of 2017 to Seating Solutions?

11 A. December 12th, yes, sir.

12 Q. Okay. December 12th. Excuse me,
13 December 12th of 2016; correct?

14 A. Uh-huh.

15 Q. Okay. And what else is attached to it?

16 A. This is a layout of the guest area.
17 And then this is from our layout that we were
18 working -- the layout that we were using to kind of
19 -- that I was using, I guess I should say, for the
20 layout of the grounds. And also we were using it
21 to determine where we were going to place the
22 vendors, parking, so forth, and seating.

23 Q. So that is a document that you produced
24 to include layout specifications, a number of
25 seats, and a period of time; is that correct?

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1 A. Yes, sir.

2 MR. BRANNON: Your Honor, I'd move to
3 introduce.

4 THE COURT: No, it's in. Thank you.

5 MR. BRANNON: May I publish, please?

6 THE COURT: Yes, sir.

7 MR. BRANNON: I was waiting for that to
8 pass around, but I'll go ahead.

9 Q. Earlier in your direct examination you
10 said that you were unaware of Seating Solutions
11 spending any money on your project. Do you recall
12 that testimony?

13 A. I was aware that they said they did.

14 Q. Okay. I'm going to show you what is
15 marked as Joint J, letter J. With your business
16 expertise, can you tell me what that is?

17 A. I apologize, first time I've seen it.
18 Top page is a purchase order, doesn't have any
19 signatures on it. Steel tubing of different types,
20 round tubing. Box tubing, flat bar which I'm not
21 exactly -- some sort of angle iron I would imagine.
22 And then several pages have nothing. And then
23 there's some e-mails back and forth about custom
24 elevation package.

25 Q. All right. And does it identify for

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1 who the product was purchased on the front page
2 there?

3 A. No, sir.

4 Q. It doesn't? Okay. Let me see it.

5 (Mr. Darr is handing the document to
6 Mr. Brannon.)

7 Thank you very much. It does say ship
8 to; correct?

9 A. I'm sorry, let me read again. Ship to
10 Seating Solutions.

11 Q. Seating Solutions; correct? Okay. So
12 it was purchased by Seating Solutions and it was
13 shipped to Seating Solutions; correct?

14 A. Right. Not Yonder Field --

15 Q. I understand that. Of course, if they
16 had to make something for Yonder Field it would
17 have to go to them before they could make it;
18 correct?

19 A. That purchase order doesn't indicate it
20 was for Yonder Field.

21 Q. I understand that. I want to show you
22 an e-mail. I want to know if you're familiar with
23 it. It's dated January 12, 2017 from Cameron
24 Pulliam to your sister. I want to know if you've
25 ever seen that.

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1 A. Okay. Yes, sir, I have. This was sent
2 to me and to Stacie.

3 Q. Okay. All right. Would you look at
4 the second page. Do you see that there is a Part A
5 and Part B? I'm sorry, flip it over one more.
6 There you go.

7 A. Okay. Yes, sir, there's a Part A and
8 Part B.

9 Q. Okay. And would you go back to the
10 front page then and read Stacie's e-mail?

11 A. After reviewing the plans we're good
12 with the setup. For the VIP grandstands, we plan a
13 Section A with the option to add Section B at some
14 point during the season should we see a need.

15 Q. Okay. All right. And what is Part A?

16 A. That's a seating layout.

17 Q. Okay. It's a seating layout. And what
18 are in the seating layout? Are there actual seats
19 described in there -- I mean, are shown in there?

20 A. Yes, there are -- what you would
21 discern looking like little seats.

22 Q. Okay. And that your sister says, we
23 are good with this plan; right?

24 A. Uh-huh.

25 MS. SPIRES: Is that a "yes"?

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1 A. Okay. She says she's good with lots of
2 things over the course of the e-mails and letters.

3 Q. I got you.

4 A. That's how negotiations work.

5 Q. What's the date of your sister's
6 e-mail?

7 A. This e-mail is dated December 20th --
8 I'm sorry. No. No. No. I apologize. It's a
9 little confusing because some of them have the date
10 when they were pulled off the hard drive. This is
11 January 12, 2017.

12 Q. January 12th. What was the day that
13 your sister made the first payment to Seating
14 Solutions?

15 A. It was in January. I do not know the
16 exact date. I know the second and the third's
17 date, but I don't know the exact January date.

18 Q. If I refresh your memory, does the 26th
19 of January ring a bell?

20 A. Yes, that sounds right.

21 Q. All right. And that's after she got
22 that e-mail?

23 A. I just want to be honest.

24 Q. Right. But that's after she got that
25 e-mail; right?

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1 A. Yes.

2 Q. And that's after she said we're okay
3 with this, we want the Plan A and then if needed
4 later we'll get Section B; right? That's what she
5 said; correct?

6 A. Uh-huh.

7 MS. SPIRES: Is that a "yes"?

8 A. Yes, I'm sorry.

9 Q. Okay. I want to go back to your
10 deposition. Your duties related to Yonder Field
11 were related to the grounds themselves; correct?

12 A. I can see you're trying to establish
13 that I had no say in the financial side --

14 Q. No, I'm just asking you a question.

15 A. My input was used.

16 Q. What were your job title? Duties?
17 What did you do?

18 A. I handled the day-to-day activities and
19 I was also a part of the meetings where strategy
20 and budget were discussed.

21 Q. You testified that your sister sent
22 \$160,100 without knowing what she was getting?

23 A. Uh-huh.

24 Q. There's a detail of what she was
25 getting?

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1 A. So I've been presented with a form that
2 has a whole bunch of prices and no quantities. And
3 what you're showing me now is a bunch of quantities
4 with no prices. What we're trying to do here is
5 we're playing wordy word where you're showing me
6 one document and you're implying another document
7 is in play, but they are not in play at the same
8 time.

9 Q. Gotcha. Okay. But we're going to
10 build a timeline here, okay. In December of 2016,
11 how many seats did you tell them you wanted?

12 A. I would need to look at that e-mail
13 again to be sure.

14 Q. It may still be in the jury's hands.
15 That's your e-mail, December; right?

16 A. Yes. And I apologize again, I'm not
17 here to win or loss any money, I'm just here to
18 tell the truth and try not to make the Judge angry
19 again. Eleven thousand seats.

20 Q. Okay. All right. How long were they
21 needed?

22 A. According to this original -- or this
23 e-mail, May 1st to August 30th.

24 Q. Thank you. All right. And you were
25 working then on the grounds of this property;

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1 correct?

2 A. Yes, sir.

3 Q. All right. Stacie was dealing with the
4 finances and the booking; isn't that correct?

5 A. Yes, sir.

6 Q. Stacie gets an e-mail from Cameron that
7 says here's the drawing; correct? You just saw it.

8 A. Yes.

9 Q. A and B; right?

10 A. A and B.

11 Q. Your sister says, we're good with this
12 plan, we'll get B later; right?

13 A. Uh-huh.

14 MS. SPIRES: Is that a "yes"?

15 A. Yes.

16 Q. And then she sends the first payment,
17 doesn't she?

18 A. Yes.

19 Q. Okay.

20 A. With no agreed upon final price.
21 Again, we're acting in good faith.

22 Q. Sir, I'm going to show you what is
23 marked as Joint Exhibit D. Okay. What's the date
24 on that e-mail?

25 A. The date on this e-mail is January

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1 20th.

2 Q. Okay. And what is on that document?

3 A. This is suggested payment schedules.

4 Q. Okay. All right. And would you have
5 anything to do with payment schedules?

6 A. That would be something that would fall
7 under Stacie. She would make those final
8 decisions.

9 Q. Okay. Now, are you suggesting based on
10 your 11 years of dealing with contracts, that
11 contract terms can't be displayed or discussed in
12 separate documents?

13 A. Are you suggesting that if I hold two
14 things really closely together they'll become one
15 thing? For example, if I hold these two pens
16 together long enough they become one pen? Why
17 would two separate documents become one document?

18 Q. What I'm asking you, sir, is it
19 possible that contract terms are discussed in
20 separate documents?

21 A. Discussed in separate documents, but
22 never signed and agreed upon and ratified in
23 separate documents.

24 Q. All right. Would you agree with me
25 that most contracts that you've dealt with have had

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1 to be in writing because of the nature of the
2 contract?

3 A. It's always a good idea to have a
4 contract in writing.

5 Q. That's not my question. My question
6 was, the contracts that you've dealt with were
7 mainly dealing with real estate; right?

8 A. Yes, except in my current job.

9 Q. Okay. All right. Do you understand
10 that a contract that can be completed within one
11 year in this state doesn't have to be in writing?

12 A. Right. And we obviously understand
13 there are complications when we attempt to hold
14 anyone to their understanding of a verbal contract.

15 Q. Okay. Do you agree with me that a
16 contract which can be completed in a year does not
17 have to be in writing?

18 A. Does not have to be in writing.

19 Q. Do you agree that your sister got a
20 drawing of a seating platform or production and
21 that she approved? She said we're good with this,
22 we can get Section B later. Do you agree that
23 that's --

24 A. She agreed to document A which is the
25 A/B document that you're referring to in the

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1 original e-mail.

2 Q. Okay. And there's a payment plan and
3 she made payments on it. Do you agree to that?

4 A. I do not. They're separate documents.
5 And there was no agreed upon number of seats and
6 there's no agreed upon final price.

7 Q. Sir, you asked for 11,000 seats, didn't
8 you?

9 A. Uh-huh.

10 Q. You asked for them for a period of
11 time, didn't you?

12 A. That's how negotiations work, yes.

13 Q. Okay. And can you show me a document
14 where you said, you know something, we don't need
15 11,000?

16 A. I believe I can actually. There's many
17 e-mails that went back and forth saying they were
18 going to provide 8 and we needed 12. So, yes, the
19 number of seats was always in play as part of the
20 negotiations.

21 Q. All right. I'm going to show you
22 again, I just had it. You had it. Right here. Do
23 you have any idea where that payment plan came
24 from?

25 A. According to this, it was a proposal

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1 sent from Stacie White to Scott Suprina.

2 Q. Who did it come from?

3 A. It was a proposal sent by Stacie White
4 to Scott Suprina.

5 Q. Okay. So you mentioned many times
6 there are documents. For example, this one. It
7 doesn't -- well, you tell me, what was Stacie going
8 to buy for -- on January 23rd for \$35,000?

9 A. That's a fantastic question. If this
10 were an executed and actionable document we would
11 know.

12 Q. What is execution --

13 A. If it had been signed by both parties
14 and it contained all the necessary information to
15 include what's being purchased, when it's going to
16 be delivered, and how much we're getting, then you
17 would have a contract.

18 Q. Do you think your sister knew what she
19 was going to buy with a payment on January 23?

20 A. I think she knew that she was being
21 pressed for money and I think she wanted to make
22 this work. I also think that she was duped with
23 the, oh, we're all in this ship together. I'm
24 going to hold your hand and ride shotgun nonsense
25 that was put on us in the beginning.

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1 Q. All right. So let's back up a little
2 bit. Sister's got an undergraduate degree in
3 engineering and a master's degree in business
4 administration; correct?

5 A. Uh-huh.

6 Q. She's run Madison Square Garden for how
7 many years?

8 A. She didn't run it, that's a bit of an
9 exaggeration. She worked there for many, many
10 years.

11 Q. Okay. Doing what?

12 A. That would -- you would have to ask
13 her. That was before my time in New York City.

14 Q. Your sister booked big acts for Madison
15 Square Garden, didn't she?

16 A. She did not book the acts. Again, she
17 did do other freelance work after Madison Square
18 Garden where she would have been involved in that
19 type of thing.

20 Q. Are you suggesting that your sister was
21 duped by a superior business person here?

22 A. What I'm saying is, there were
23 aggressive tactics. They were dealing with an
24 aggressive attorney from New York at one point.
25 Marc that I understand to be an attorney, but I see

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1 he's an MBA, so I'm not positive. And also we
2 began to get threats that if we didn't -- if we
3 didn't pay, we weren't going to get anything back.
4 And if this is an agreement, why on earth would
5 there be all those e-mails with all those other
6 contracts? The answer is because this is not a
7 contract. Otherwise, we wouldn't need any other
8 contract. You show this to the court and we'd be
9 out of here and we'd be home watching Judge Judy
10 right now.'

11 Q. Okay. All right.

12 MR. BRANNON: Beg the Court's
13 indulgence for one second. These things got spread
14 out a little bit.

15 Q. I'm going to show you what's Joint E.
16 Can you read your sister's e-mail from January 24,
17 2017 at 3:12 p.m.?

18 A. Sure. Hey, Cameron, please put those
19 terms into a quote or invoice that I can sign and
20 get back to you then we can process the wire.
21 Thank you for working with me on this.

22 Q. All right. And that's dated, again,
23 what was it?

24 A. That's dated January 24th.

25 Q. Okay. And it was two days later that

ROBERT DARR - CROSS-EXAMINATION BY MR. BRANNON

1 she sent money; is that correct?

2 A. That is correct. With no contract.

3 Q. What's that?

4 A. A quote. It's a quote.

5 Q. What's on the second page that is of
6 interest, can you tell me?

7 A. Sure.

8 Q. Do you see a signature?

9 A. I see a signature on -- again, we're
10 attempting to connect different things that are
11 different things. This is a stand alone document
12 that not only does it have some of the information
13 struck out, it says that she doesn't agree to. But
14 I can give you a lot of reasons why this is not a
15 contract. It's really up to you how you want to go
16 with it. Would you like for me to explain?

17 Q. Did your sister sign that?

18 A. She signed this piece of paper that is
19 missing item number, unit number, order number,
20 ship date, back order price and amount. How can it
21 be a contract when it only lists the obligations of
22 one side?

23 Q. What are those obligations?

24 A. Well, how much are we getting of what,
25 when is it coming.

ROBERT DARR - CROSS-EXAMINATION BY MR. BRANNON

1 Q. Who's getting it?

2 A. What color is it?

3 Q. Who's getting it, sir?

4 A. Yonder Field was supposed to get it.

5 Q. Okay. What terms are on that document,
6 sir?

7 A. The terms? It's missing half the
8 terms. It does not have any descriptions of what
9 was to be delivered to Yonder Field.

10 Q. I understand you believe that things
11 are missing.

12 A. I don't believe it, it's right there.
13 It's not on there.

14 Q. I'm asking you, what is on there?

15 A. What is on there is what Seating
16 Solutions wants, money.

17 Q. And who signed it?

18 A. After she crossed through the things
19 she did not agree to, she signed it.

20 Q. Okay. What did she do two days after
21 she signed that?

22 A. She sent money.

23 Q. Sent money. Thank you.

24 A. With no contract in place as a form of
25 good faith.

ROBERT DARR - CROSS-EXAMINATION BY MR. BRANNON

1 MR. BRANNON: Your Honor, I don't know
2 if it's already been handed to the jury, may I
3 publish?

4 THE COURT: Which one is that?

5 MR. BRANNON: This is F.

6 THE COURT: Okay. Sure.

7 Q. When did you last work for Yonder
8 Field?

9 A. I believe it was -- I believe -- well,
10 it was in August of 2017. And it was the Summer
11 Solstice. If anybody remembers that or if anybody
12 wants to Google that real quickly, that was the
13 last day I worked there.

14 Q. I remember it vividly. And why did you
15 leave Yonder Field?

16 A. It was causing problems at home.

17 Q. What specifically was causing you
18 problems at home?

19 A. Uncertainty of my income.

20 Q. Okay. So your deposition was taken on
21 December 6th of this year; correct?

22 A. I believe so.

23 Q. You last worked, I believe you said,
24 August of 2017 for Yonder Field and for your
25 sister; is that correct?

ROBERT DARR - CROSS-EXAMINATION BY MR. BRANNON

1 A. That's correct.

2 Q. From the day you left Yonder Field
3 until December 6th, had you talked to your sister?

4 A. No.

5 Q. No conversation from August 2017 until
6 December -- actually, I think you said you talked
7 to her the day before your deposition, I think?

8 A. Yes. She called, I didn't answer the
9 phone. I didn't check the voicemail. When she
10 sent me a text message that said Seating Solutions
11 is going to court, I called her and told her I
12 would participate.

13 Q. All right. So you went from August of
14 2017 to December 5th or 6th before you had a
15 conversation with your sister; correct?

16 A. Correct.

17 Q. Why?

18 A. It was what was best for me. There
19 were a lot of hard feelings that my wife had and
20 happy wife, happy life.

21 Q. You weren't getting paid, were you?

22 A. Sometimes, sometimes not.

23 Q. What was your annual salary?

24 A. To be 85,000.

25 Q. You already testified that you started

ROBERT DARR - CROSS-EXAMINATION BY MR. BRANNON

1 work for Yonder Field in early 2017; correct --
2 excuse me, 2016?

3 A. It would have been late 2016.

4 Q. Okay. And you were gone by August of
5 2017?

6 A. That's correct.

7 Q. On an annual salary of \$85,000?

8 A. That's correct.

9 Q. How much of that \$85,000 did you get?

10 A. I don't know the answer to that.

11 Q. Well, sir, was it 80?

12 A. No.

13 Q. Was it 60?

14 A. It was more than 60. I want to be
15 honest, but I don't know the exact answer. It was
16 not 80. It was not satisfactory.

17 Q. You didn't get paid either; correct?

18 A. Sometimes I did not.

19 Q. Did the audio company get paid?

20 A. I do not know. And that's the truth, I
21 do not know.

22 Q. Did the security company did get paid?

23 A. I do not know.

24 Q. Did all of your other employees get
25 paid?

ROBERT DARR - CROSS-EXAMINATION BY MR. BRANNON

1 A. No.

2 Q. Now, I want to change the subject a
3 little bit.

4 A. And, again, I'm not going to win any
5 money or lose any money, but I want to be honest.
6 I did receive a check from Stacie afterwards for
7 some of it for compensation.

8 Q. Okay. So -- and I read your
9 deposition, I know that you got some -- a sum of
10 money a couple of years after you left; correct?

11 A. Probably closer to a year, but, yes.

12 Q. Okay. Including that sum of money, did
13 you get 80?

14 A. Maybe, maybe not.

15 Q. Okay. All right. Did you see any of
16 the advertisement that was sent out by your sister
17 to the acts or the artists that she was trying to
18 entice to Yonder Field?

19 A. I saw the renderings and I know what
20 information and what pictures and what renderings
21 were available. I did not see what was actually
22 sent. I would assume it was a mixture of those
23 things.

24 Q. Do you know that she used my client's
25 seating in those advertisements?

ROBERT DARR - CROSS-EXAMINATION BY MR. BRANNON

1 A. At Seatings Solutions' request.

2 Q. She used their pictures, their seats to
3 entice artists; isn't that correct?

4 A. At Seating Solutions' request.

5 Q. Okay. And it's your position that your
6 sister paid them \$160,000 -- it's \$160,100 as good
7 faith; correct?

8 A. Right. So we have to look at the, you
9 know, this wire, this amount of money, has a life.
10 A beginning and an end. In the beginning, kum ba
11 yah, we're all going to be friends, let's hop in
12 the boat together and towards the end, hateful
13 voicemails. Threats of keeping the money.

14 Also, again, I don't know exactly what
15 she sent the artists, but she sent the artists
16 renderings and pictures of a venue with the
17 seating. We have to deliver -- we, Stacie has to
18 deliver on that promise. When -- if it becomes
19 possible that that vision -- that vision that those
20 pictures of the renderings are not going to be
21 there that aren't going to be achievable. It
22 sacrifices her credibility and in the start of
23 business you can't have that.

24 So the beginning it was all feel good.
25 Hey, this is all good. Need some money, we wire

ROBERT DARR - CROSS-EXAMINATION BY MR. BRANNON

1 | some money. You know, we'll get this prepaid rent
2 | on over to you and, you know, and things are going
3 | to be great. And then towards the end, it's a mad
4 | scramble for being threatened --

5 | Q. Stop, man. Stop, man. Stop. You just
6 | said, prepaid rent?

7 | A. Yeah. Yes, sir.

8 | Q. That's different than good faith, isn't
9 | it?

10 | A. No, sir.

11 | Q. It's not?

12 | A. Why would it be any different?

13 | Q. Well, prepaid rent is for a specific
14 | purpose; right?

15 | A. Good faith doesn't mean it goes in your
16 | Christmas stocking. It goes somewhere. It has to
17 | be earned. We're doing a contract for rent, so
18 | what else could the money be if not rent?

19 | Q. Do you have any idea why your sister
20 | used the word deposit?

21 | A. I'm sure the word deposit was used a
22 | lot of times in a lot of e-mails because there was
23 | a lot of back and forth. Again, the attempts that
24 | were made to say January 20th is when the contract
25 | was made -- a contract was made can't be true

ROBERT DARR - CROSS-EXAMINATION BY MR. BRANNON

1 because there are a substantial, dozens of e-mails
2 and documents that exist where there's continued
3 negotiations.

4 Q. Okay. You didn't answer my question.

5 A. She could have said -- she could have
6 said deposit, she could have called it whatever.
7 Whether or not she referred to it in one offer as a
8 deposit and one offer as prepaid rent or anything
9 else or feel good money, it really doesn't matter
10 until a contract is signed.

11 Q. Okay. But we've already agreed that no
12 contract has to be in writing in this matter;
13 correct? Right?

14 A. This is what happens when there is no
15 contract in writing.

16 Q. Exactly. Exactly. This is what
17 happens. So sister paid a deposit, prepaid rent;
18 correct?

19 A. Which is it? You're asking me --

20 Q. I'm using your words. I'm using your
21 words.

22 A. She paid prepaid rental payments.

23 MR. BRANNON: I don't have anything
24 else -- excuse me. One second. I'm sorry, Your
25 Honor. I need to go look at these exhibits again.

ROBERT DARR - CROSS-EXAMINATION BY MR. BRANNON

1 I'm looking for F.

2 Q. I just want to get done here and let
3 you out of here. Now, would you agree that the
4 front page of that document sets forth what Seating
5 Solutions is prepared to provide?

6 A. This document's dated 3/21/2019 --

7 MR. BRANNON: Your Honor, we may have a
8 legal issue.

9 THE COURT: All right. You want to
10 approach first?

11 MR. HUTTO: Yes, I think I can explain
12 part of that.

13 (WHEREUPON, there was a bench
14 conference.)

15 Q. Sir, I'm not trying to trick you.

16 A. I'll retract it.

17 Q. If you could read part of the body, the
18 date on that is erroneous. Would you please look
19 at the body because I believe the body contains
20 accurate date information.

21 A. Okay. So, again, we're holding two
22 documents really closely together pretending that
23 that makes them one document. There is no page 1,
24 page 2. In fact, this one says, page 1 at the top.
25 This is an individual stand alone document with

ROBERT DARR - CROSS-EXAMINATION BY MR. BRANNON

1 information crossed out because it was not agreed
2 to. And, again, which I know you're going to --
3 it's missing item numbers, amounts, quantities,
4 price, shipping dates.

5 Q. Okay. What is the first page?

6 A. It's a quote.

7 Q. Okay. And what's in the quote?

8 A. It discusses 12,012 seats. Let's see.
9 If you want to add additional seats for larger
10 events. Let's see. Looks like there may be some
11 sort of negotiation -- possible negotiation for
12 back-to-back, if you have back-to-back weekends
13 rented.

14 Okay. It also says that if we don't
15 sign this by the due date then they're not going to
16 hold any inventory. Price is valid five days.

17 Q. Okay. All right. Does that set forth
18 what my client was prepared to provide to Yonder
19 Field?

20 A. I don't know that because it wasn't put
21 in a contract that could be signed.

22 Q. Sir, does it have a number of seats?

23 A. Yeah.

24 Q. Does it talk about the term of rental?

25 A. Uh-huh.

ROBERT DARR - CROSS-EXAMINATION BY MR. BRANNON

1 MS. SPIRES: Is that a "yes"?

2 A. Yes. I'm sorry.

3 Q. All right. Another document. That's
4 an e-mail from your sister to Cameron; correct?

5 A. Yes.

6 Q. Is it your sister asking for a modified
7 payment schedule?

8 A. It is.

9 Q. It is. Okay. All right. She knows
10 what she's getting, she's negotiated the price, and
11 she signed the document and then sent money; isn't
12 that correct?

13 A. Let's just say she signed a document.

14 Q. She signed a document --

15 A. I can cross out --

16 Q. -- and she sent money?

17 A. I could cross out quote and write the
18 world is flat on the top of this document.

19 Q. I'm going to show you what is Exhibit
20 F. You've had it. I think the jury's got it now.
21 This is my copy of it. Okay?

22 A. Yes, sir.

23 Q. Will you look at this page here, tell
24 me what the total contract price is.

25 A. Total contract price on this piece of

ROBERT DARR - REDIRECT EXAMINATION BY MR. HUTTO

1 paper is \$580,000 plus tax.

2 Q. Okay. Show me what -- now this is the
3 one she signed with a strike through it. This is
4 the exhibit -- these two were stapled together.
5 Okay. What's the total contract price on that one?

6 A. I apologize. I'm looking --

7 Q. Bottom corner.

8 A. Net invoice 580, total invoice 614,800.

9 Q. Tax; correct?

10 A. Yes.

11 Q. The 580 number, does it match the page
12 in your other hand?

13 A. This document matches a number that's
14 on this document. These are not a document.

15 Q. All right.

16 MR. BRANNON: I think I'm done. No
17 further questions.

18 THE COURT: Any redirect?

19 MR. HUTTO: I can finish by 5:30, Your
20 Honor. It won't take that long.

21 REDIRECT EXAMINATION

22 BY MR. HUTTO:

23 Q. Mr. Darr, thank you for being here.
24 Let me go over something. Do you mind if I grab
25 this from you?

ROBERT DARR - REDIRECT EXAMINATION BY MR. HUTTO

1 A. No, sir.

2 MR. HUTTO: Your Honor, I'm going to
3 put these other numbered exhibits down back in the
4 pile here. For the record, I'm referring to Joint
5 Exhibit F.

6 Q. You were just looking at this document;
7 right, answering questions about it?

8 A. Yes, sir.

9 Q. And you were asked, does the 580,000 on
10 this piece of paper match the 580,000 on this other
11 piece of paper. Do you recall that?

12 A. Yes, sir.

13 Q. Can I get you to look at that first
14 piece of paper, the one with more writing on it.
15 Can you go maybe 3/4 of the way down where it says,
16 "terms"?

17 A. Terms, signed contract \$185,000 due
18 with order by January 23, 2017. Balance terms to
19 be mutually agreed upon with Yonder Field and
20 Seating Solutions.

21 Q. Can you say that again?

22 A. Yes. The signed contract, \$185,000 due
23 with the order by January 23, 2017. Balance terms
24 to be mutually agreed upon with Yonder Field and
25 Seating Solutions.

ROBERT DARR - REDIRECT EXAMINATION BY MR. HUTTO

1 Q. Would this, and I'm referring to
2 Exhibit 8, would this have been a signed contract
3 had it been signed?

4 A. It discusses the number of seats.
5 Discusses storage of the inventory. Contract
6 price. Delivery dates. Yes, this would have been
7 a contract.

8 Q. And this other document contemplates a
9 second -- the first document that I showed you that
10 you were discussing, the 580 and the 580, that
11 contemplates for that quote to be effective, there
12 must be a signed contract; is that fair?

13 A. That's correct.

14 Q. Did anyone ever produce -- did either
15 party ever produce a signed contract to make that
16 quote effective?

17 A. Did not.

18 Q. Did anyone ever agree mutually on terms
19 following that quote offer as contemplated within
20 its terms?

21 A. Did not.

22 Q. So this quote -- I apologize. Just one
23 more time, can you read what's required in there to
24 make that quote effective? It's in the, I believe,
25 in your right hand, in the terms section.

ROBERT DARR - REDIRECT EXAMINATION BY MR. HUTTO

1 A. Terms, signed contract, \$185,000 due
2 with order by January 23, 2017. Balance terms to
3 be mutually agreed upon with Yonder Field and
4 Seating Solutions.

5 Q. None of that ever happened, did it?

6 A. No. There is no signed contract.
7 There was never any mutually agreed upon balance
8 terms.

9 Q. Thank you. And after these
10 negotiations and after -- well, strike that. Ask
11 it a different way. You used the term prepayment
12 of rent?

13 A. Uh-huh. Yes, I did.

14 Q. Was anything that was prepaid for ever
15 delivered to Orangeburg, South Carolina?

16 A. Nothing.

17 MR. HUTTO: No further questions.

18 A. If they had delivered that folding
19 chair, it would have been one more chair than we
20 ever got now.

21 MR. BRANNON: Move to strike, Your
22 Honor. Not responsive to the question.

23 THE COURT: Overruled. Anything on
24 recross?

25 MR. BRANNON: No.

1 THE COURT: All right. This witness
2 can step down. And that should be a good time to
3 break. I'm assuming nobody has a 20 minute
4 witness?

5 MR. HUTTO: No, Your Honor. I do have
6 a question for the Court maybe outside the scope of
7 the jury.

8 THE COURT: Okay. All right. Ladies
9 and gentlemen, we are going to recess for the
10 evening. As I told you before, please do not
11 discuss the case. We are going to try to get
12 started tomorrow morning at 9:30 sharp, so try to
13 be here 9:20, settled in, and we'll try to get
14 started at 9:30 and get this case in your hands
15 before the day is over. But, thank you, have a
16 good evening. Again, don't discuss the case.
17 Don't do any research or anything like that and
18 we'll see you in the morning.

19 (WHEREUPON, the jury left the courtroom
20 at 5:20 p.m.)

21 MR. HUTTO: Your Honor, in opening
22 statements there was something that occurred to us
23 as well about the nature of this being corporate
24 verses turning personal and we considered calling
25 Mr. Suprina and only asking him one question as our

1 witness, did you sell your company? If we could
2 stipulate to that, that would be fine with us. You
3 know, however you feel it would be easiest, I'm
4 happy to call him and establish that.

5 MR. BRANNON: I certainly don't mind
6 stipulating that he sold his business. I mean, I
7 told the jury he did in opening argument.

8 Your Honor, what Mr. Suprina sold were
9 the assets that were owned by R&E or R&I -- Seating
10 Solutions, so the business no longer exists because
11 he sold everything that it owned. Okay. Seating
12 Solutions is no longer in business.

13 MR. HUTTO: If that's the nature of the
14 stipulation, I still think that's appropriate, but
15 we want to make it clear -- we're trying to avoid a
16 directed verdict that his name is not -- he's not
17 mentioned personally verses a corporate entity.

18 THE COURT: Okay. Well, I mean, you've
19 named him personally.

20 MR. HUTTO: Right. What I want to make
21 clear is that we want to avoid a motion from the
22 defense that all of our comments have been related
23 to Seating Solutions, not to him personally.

24 THE COURT: I understand. If y'all are
25 fine stipulating to that.

1 MR. BRANNON: I am because I told the
2 jury that it was sold, so, yeah.

3 THE COURT: Okay. All right. Anything
4 else?

5 MR. HUTTO: Your Honor, that's it.
6 We'll call our next witness in the morning.

7 THE COURT: Okay. Let's be ready to go
8 at 9:30.

9 (WHEREUPON, court was adjourned.)
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1 (JANUARY 4, 2024)

2 MR. HUTTO: We have a new e-mail that
3 we're entering into evidence and they have one as
4 well. And the thing that they need a copy of is
5 their exhibit.

6 THE COURT: Okay. Do we need to get it
7 now or we can wait?

8 MR. HUTTO: I don't need it.

9 MR. BRANNON: I won't need it until
10 cross, so.

11 MR. HUTTO: There was a bunch of
12 writing on it that's not part of the exhibit.

13 THE COURT: Is it dry?

14 MR. HUTTO: It's still a little sticky,
15 but it's close and I won't need it. So I'll give
16 it to Mr. Brannon and if we could at some point, I
17 guess --

18 THE COURT: Yeah, once it dries good,
19 we take a break or something, we'll get it.

20 All right. Everybody ready?
21 Mr. Hutto?

22 MR. HUTTO: I am ready, Your Honor.

23 THE COURT: Mr. Brannon?

24 MR. BRANNON: Ready, Your Honor.

25 THE COURT: Bring them in.

STACIE DARR - DIRECT EXAMINATION BY MR. HUTTO

1 THE BAILIFF: Yes, Your Honor.

2 THE COURT: Thank you.

3 (WHEREUPON, the jury entered the
4 courtroom at 9:37 a.m.)

5 THE COURT: Good morning, ladies and
6 gentlemen, I hope you had a good evening. We are
7 ready to proceed, hopefully wrap this thing up
8 today. Mr. Hutto, call your next witness.

9 MR. HUTTO: Your Honor, plaintiff calls
10 Stacie Darr to the stand.

11 STACIE DARR,
12 being first duly sworn, was examined and testified
13 as follows:

14 THE CLERK: State your name for the
15 record.

16 MS. DARR: Stacie Darr.

17 DIRECT EXAMINATION

18 BY MR. HUTTO:

19 Q. Ms. Darr, thank you for being here
20 today. We discussed this a little bit yesterday,
21 but could you give the jury an idea of how you're
22 employed.

23 A. Well, currently, I do side operations
24 and production for large scale festivals. All of
25 them in the range of 30,000 capacity and above.

STACIE DARR - DIRECT EXAMINATION BY MR. HUTTO

1 Q. And can you tell us about your
2 experience in the music and events industry?

3 A. Sure. So I went to Clemson, as we
4 discussed yesterday, and when I was in grad school
5 at Clemson, I had to do an internship. So at the
6 time, there's the arena in Greenville which is now
7 called Bons Secours Wellness Arena, a very long
8 name. It used to be called the Bi-Lo Center, so I
9 worked there for six months as my internship and I
10 just fell in love with live events.

11 So when I graduated, a week later,
12 after graduating, I moved to New York City and I
13 got a job at Madison Square Garden. I worked there
14 for almost eight years and my role there was the
15 manager of building operations for entertainment
16 specifically.

17 Q. Most people may know this, but what is
18 Madison Square Garden?

19 A. So Madison Square Garden and their
20 title is world's most famous arena. So it's hard
21 to believe, one of the top venues in the entire
22 world. All a list artists, tours go through there.
23 It's very much considered sort of the pinnacle of
24 the touring route for artists. So in addition to
25 that, since I oversaw entertainment, I had a

STACIE DARR - DIRECT EXAMINATION BY MR. HUTTO

1 counterpart that dealt with score. So the Knicks
2 basketball team and the Rangers hockey, and the New
3 York Liberty basketball which was there at that
4 time, I had a colleague that dealt with that. So
5 anything under the realm of entertainment was under
6 my purview.

7 So that's all -- it was concerts, so
8 Springsteen, Madonna, Beyoncé, you know, anybody
9 that is playing concert there, but also included
10 things like WWE wrestling, the Westminster Dog
11 Show, religious events. We even did grammys, Latin
12 grammys, the Emmy awards, so it was really a wide
13 spectrum of entertainment. And, again, I was there
14 for eight years doing that.

15 Q. And what did you do after that?

16 A. So after that I wanted to be involved
17 more in the production side of things. When I was
18 at Madison Square Garden, my day-to-day for the
19 events was dealing with the trade union. So I
20 oversaw the house electrician, the laborers and
21 carpenters, so we dealt with everything back of
22 house. Front of the house is considered
23 patron-facings, so that's your security, your
24 ticket takers, ushers, food and beverage staff.
25 Everything back of house was under me. So that was

STACIE DARR - DIRECT EXAMINATION BY MR. HUTTO

1 | whether we're building house stage, making camera
2 | platforms, bike rack barricades, portable seating
3 | for the floor set up for the arena. And I dealt
4 | with everything associated with the concert itself
5 | except for the stagehands which is considered
6 | production. And I really wanted to be more
7 | involved in that piece of it, so I left Madison
8 | Square Garden to go work for AEG Live.

9 | And if you've heard of Live Nation,
10 | that's the world's largest promoter of live events
11 | and the world's second largest promoter of live
12 | events is AEG Live. They own venues as well. They
13 | own the Staple Center where the Lakers play, so
14 | it's a pretty big corporation in one of the largest
15 | touring company's in the world.

16 | Q. How long have you been in the music and
17 | event production industry?

18 | A. All in I would say 20 to 25 years. I
19 | stayed with AEG as a full-time employee for a
20 | little bit of time, it's a couple of years, and
21 | then I started freelancing for them because I
22 | wanted to work on other festivals. While I was
23 | with AEG, is when I really started doing outdoor
24 | events and really designing venues and grooming
25 | spaces. Two particular venues I designed were --

STACIE DARR - DIRECT EXAMINATION BY MR. HUTTO

1 it was called McCarren Park Pool which is actually
2 an old pool from the 1970's in Brooklyn and we did
3 concerts in that pool which was pretty cool. And
4 then another venue that I designed from the ground
5 up was in East River State Park which is also in
6 Williamsburg/Brooklyn and that was called
7 Williamsburg Water Front. And I was also doing all
8 the other outdoor shows for AEG like Central Park
9 Summerstage and during the two years I worked for
10 them, they produced an event called All Points West
11 which was a 30,000 capacity festival that took
12 place in Liberty State Park right across the Hudson
13 River in New Jersey and I helped run side
14 operations for that, dealt with budgeting and also
15 doing stage management and production pieces for
16 that.

17 So that really lit the flame for me of
18 doing festivals and then I started doing Bonnaroo
19 which Rob talked a little bit about yesterday. We
20 ran the VIP program there which was a 4,000 person
21 campground as well as five different amenity
22 locations throughout the 80,000 capacity festival.
23 And I would say the bigger part of my career after
24 that, my ex-husband and I had a labor company in
25 New York where we provided all the labor for the

STACIE DARR - DIRECT EXAMINATION BY MR. HUTTO

1 large shows that happened outside. So we're
2 talking Yankee Stadium, where the Yankees play.
3 City Field where the Mets play and also doing
4 Central Park in the Great Lawn. If you've ever
5 heard of Global Citizen Festival which is 80,000
6 people in Central Park, we built that multiple
7 years.

8 And when the Superbowl was in New
9 Jersey across the River at Giant Stadium, we built
10 Superbowl Boulevard from Times Square to Herald
11 Square. So lots of experience managing
12 multimillion dollar budgets for outdoor events and
13 overseeing the operations in the vender management
14 for these events.

15 Q. And after doing all those things, what
16 brought you to Orangeburg?

17 A. Well, in 2016, I got divorced and I was
18 in New York at the time. I had been in New York
19 for 16 years, but I grew up in South Carolina. I
20 grew up in North Augusta/Aiken area. Went to
21 Clemson undergrad in engineering, grad school for
22 business, so Carolina girl my whole life. I went
23 to New York specifically for the industry I wanted
24 to work in. And now I have this life changing
25 event, my son's only three years old and I knew

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1 when I was going through this major life change
2 that I wanted to raise my son in South Carolina.

3 And so that was the big sort of
4 sticking point for my divorce was I wanted to be
5 able to move back here. And so luckily that was
6 something I was able to do, but the position that
7 put me in was the industry I work in was in New
8 York. And the things that I do don't -- didn't
9 currently exist here in South Carolina.

10 So if I was going to do what I do and I
11 have a small child, single mom, I can't be
12 traveling all over the country and, you know,
13 trying to do these shows, so I had to build it.
14 And it was really the impetus for, okay, if I'm
15 going to build it, what's it going to be? Where is
16 it going to be? And the money that I got from my
17 divorce and from this production company that my
18 ex-husband and I had is the money that was the
19 initial seed money for Yonder Field. So this was
20 literally my baby. This was my life savings. This
21 was my goal to create something, you know, that I
22 could build a life for me and my son here in South
23 Carolina.

24 Q. And how did you pick Bowman?

25 A. Well, I always use to say, X marks the

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1 spot. So I figured if anybody has ever taken a
2 look at a roadmap of South Carolina, you see a
3 giant X where 95 which runs down the eastern
4 corridor intersects with I-26 that connects, you
5 know, Charleston and Columbia. It's literally an
6 X.

7 So the whole idea of if I'm going to
8 build what I've built which are large scale, high
9 capacity venues, I need to be able to attract that
10 kind of crowd. And in order to do that, I can't
11 just put it in Charleston. I can't just put it in
12 Columbia. I really need to be able to draw from
13 all those markets. And especially with the idea of
14 doing an outdoor venue, you really want it to be in
15 in agricultural environment. You want beautiful
16 open green space. You want access to the highways.
17 And so that's what led me to start looking right
18 here in the Orangeburg area.

19 And one of the neat things that a lot
20 of people don't know is that Orangeburg is halfway
21 between New York and Miami. So if you've ever
22 wondered why there's so many hotels on Exit 145,
23 that's why. You've got this snowbird traffic that
24 comes down seasonally from New York all the way to
25 their, you know, homes in Miami and then you've got

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1 all these long haul truckers running up and down
2 the 95 corridor as well.

3 So while not everybody might know it,
4 Orangeburg is the well kept secret for that reason
5 and that's why between Orangeburg and Santee
6 there's so many hotels. Even though it may not
7 seem like why is there a need for that much
8 inventory of hotel rooms, but that's a huge drawing
9 factor when you're asking people to drive an hour
10 away to go see a show, maybe have a little bit to
11 drink, now they have hotels, now they have
12 restaurants, they have infrastructure that's
13 inviting to them to stay in the city where the
14 venue is.

15 Q. What was the goal of Yonder Field?

16 A. So I say -- Yonder Field was always
17 meant to be a large capacity yet scalable which
18 means temporary infrastructure. So when I
19 presented this concept not only to my investors, to
20 the industry, to agents and artists' managers, it
21 was with this concept of amphitheater program in a
22 festival environment. So you have these
23 amphitheaters in Charlotte and Atlanta that have,
24 you know, concrete and the band shell and all this
25 permanent infrastructure and some lawn seats behind

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1 it. And then you have this whole festival market
2 which is really thriving, pre-COVID, where people
3 just want this escape. They want to take a break
4 from their life for a day. They want to walk
5 around in the grass. They want to see beautiful
6 trees. They want to hear live music outside and
7 it's sort of a merging of those two ideas.

8 So now you have a venue that's, you
9 know, when you do a festival, it's two or three
10 days. You build it then you tear it right down.
11 So what we were doing was something where we can
12 build it, take it down, build it, take it down and
13 that way we could book multiple shows, less cost
14 impact and do it at high capacity and high volume.
15 And so it was always pitched as this first class
16 venue in a very rural environment. And that's
17 where Seating Solutions came in is that we had a
18 need for nice seats.

19 So if you think about the concepts of a
20 concert ticket, a lot of concerts are general
21 admission. So what that means is if you've got
22 10,000 people, you're all holding the same ticket.
23 It's first come, first serve. Every piece of grass
24 is you can put your blanket wherever you want, you
25 didn't buy a specific piece of real estate at that

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1 show. And it limits the amount that you can charge
2 for that ticket because it's all the same.

3 So what -- the way that artists' deals
4 are built, they're built on scaled and tiered
5 pricing. So if you go on Ticketmaster today and
6 you look at any concert in a stadium or theater or
7 whatever and you start clicking on seat prices
8 you're going to see the seats closest to the stage
9 are 10, 20 more times more expensive than the ones
10 that are up in the nosebleed. And that's because
11 you're able to provide more value and more revenue
12 for the seats that are closer to the stage. You're
13 able to scale that pricing down and your revenue
14 structure goes way up. Which is absolutely 100
15 percent necessary to get A list artists. A lists
16 artists cost a certain amount of money. You have
17 to pay them that amount of money and you're going
18 to need that type of artist to get 30,000 people to
19 come to a grass field in Bowman, South Carolina.

20 So all of those things had to work in
21 conjunction for what was to be Yonder Field to
22 actually be successful and for the concept to grow
23 and work.

24 Q. Where did you come up with the name?

25 A. I was looking through, like, old

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1 southern poetry. I wanted something that spoke to
2 the agricultural nature of it, but that also, you
3 know, kind of touched on the escapism of, well,
4 hey, I'm going to leave my -- take my suit off and
5 I'm going to put my concert clothes on and grab my
6 beer and I'm just going to go away for a day, but I
7 can come back tomorrow. Because unlike Bonnaroo, I
8 don't have to drive eight hours. Unlike, say,
9 Coachella which is in California, I don't have to
10 get on a plane and go away for a week to do that.
11 I can literally drive an hour away and come right
12 back home. So I thought that Yonder Field really
13 kind of captured that concept of what it was.

14 Q. How did you become aware of Seating
15 Solutions specifically?

16 A. So while I was driving this kind of
17 vision and working on the financial performance and
18 putting everything together, getting investors
19 engaged, it all relied on finding these seats. And
20 as I mentioned earlier, I worked AEG Live and AEG
21 Live is a parent company of a company called
22 Goldenvoice. Goldenvoice is the producer of
23 Coachella which is the event I just mentioned which
24 is arguable the largest most well-known festival in
25 the country.

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1 And so they did this concept in 2016,
2 the show called Desert Trip. And everyone in our
3 industry whether as patrons or not in the industry
4 of entertainment might not have heard of it, within
5 the industry it was really a huge thing. And the
6 reason it was is because for the first time ever,
7 they were getting all these major rock groups from
8 the 1970s together and/or back together all in one
9 ticket. It was the Rolling Stones. It was The Who
10 on say like Led Zeppelin, Paul McCartney. It was
11 like this wish list of rock groups from the '70s
12 that nobody had ever been able to see at one time.

13 And the original concept of that was
14 they were going to do it three years in a row.
15 Because of the bill, meaning the artists that they
16 had booked, these aren't a bunch of teenagers that
17 are coming. It's a much older crowd. It's a very
18 money crowd. Those seats were selling for \$1,800,
19 you know, per seat to get a ticket to this event
20 and it was very upscale like high end seats. They
21 were -- I know opposing counsel has his metal
22 folding chair there and he said that's what we're
23 talking about, but that's not what we're talking
24 about. We're talking about something more along
25 the caliber of a first class airplane seat. And

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1 the ability to charge higher ticket price for that
2 piece of real estate that you have now purchased,
3 not that general admission ticket that gets you any
4 part of the grass you can put your feet on, you're
5 buying this piece of real estate for a higher price
6 of ticket.

7 And so when I saw the photos, my old
8 boss at AEG Live was one of the people running
9 Desert Trip and I saw the photos of what they were
10 building and I said, can you give me the contact
11 info for the seating company because that product
12 looks exactly like what we're looking for.

13 And that's when my former boss e-mailed
14 me Cameron's contact info. And if you remember
15 yesterday, Cameron was Scott's assistant and I
16 passed that on to my brother who then made the
17 first contact with him.

18 Q. So when did you take over the -- or get
19 introduced to negotiations with Seating Solutions?

20 A. So, initially, to the first contact
21 that we had when they came to the site and that was
22 on December 29th, I believe, of 2016. So Desert
23 Trip took place in October of 2016, so now we're
24 just -- I think Rob's first e-mail to them was
25 December 14th. We're literally just a hiccup away

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1 from landing this event. They've now found out
2 will never happen again. But to Scott's own words
3 in the first e-mail he sent, we've manufactured
4 31,000 of these seats that you want and, you know,
5 by the way, they're right up the road.

6 So on that meeting -- or in that
7 meeting on December 29th, it was just myself, Rob,
8 Scott, and his assistant and this other kid --
9 well, that's offensive, he wasn't a kid, the other
10 younger gentleman, Cameron. And so they show up in
11 a van and they come -- they're on the road at
12 Yonder Field and they have with them a set of
13 double seats that are this, what they call their
14 bravo seat which is the nice, you know, plush, you
15 know, first class airline seat kind of thing. And
16 it's got the cup holders and I'm like this is what
17 we're looking for and he's like, great. We've got
18 31,000 of them and they are just collecting dust.
19 They're right up in Landrum, South Carolina. We
20 are so glad you're here. We had no idea what we
21 were going to do. We made all these seats and now
22 they're just sitting up there like this is so
23 fortuitous, so perfect timing, you know, as Rob
24 said, we're going to hold hands and ride into the
25 future together from day one it was very much a

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1 | courtship from them to us.

2 | Q. And how were -- what was the tone like
3 | of those initial negotiations and what did you talk
4 | about?

5 | A. Well, it was all very hopeful. The
6 | initial conversations, you know, remember this is
7 | December 29th, so now we have New Year's and then
8 | we're moving into the first of January and that's
9 | when we start -- pricing starts changing hands.
10 | But before that, I had done drawings because I have
11 | an engineering background and I don't use AutoCAD
12 | because the products in our industry is called back
13 | to work, so I did back to work drawings of seating
14 | layouts of what this VIP stand would be and just
15 | kind of -- at that time it was a seating structure.

16 | And so the initial conversations were
17 | about, okay, well, here's what I had kind of come
18 | up with in my brain about what I think we need to
19 | financially along with the ticket prices and the
20 | artists' deal to get to that level of what Yonder
21 | Field was supposed to be. And it was those initial
22 | conversations when Scott said, oh, you want a VIP
23 | structure. Hey, we do that. Let us do that and
24 | that's when we discussed the concept of the cabins
25 | that we had -- I mentioned we were building these

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1 VIP suite cabins. And as they said, through Green
2 River Cabins which was right down the street from
3 their facility in Landrum.

4 So Scott was the one that came up with
5 the concept of, hey, let's recess your cabins,
6 we'll build platforms over it. Because initially
7 our deal with the cabin company was each individual
8 cabins and there were three of them would have
9 their own viewing platform.

10 So a lot of the initial conversations
11 are back and forth about what are they going to
12 provide for that. Because I already -- like the
13 seats are the seats, I've already come up with, you
14 know, the artists' deals and the price scaling, you
15 know, it's just a matter of quantity at that time
16 and working through that piece of it. So the
17 initial conversations were about that. That's what
18 the first two weeks were the going back and forth
19 about those details until we got the first price
20 estimate.

21 Q. So I'll ask you about that as well.
22 But how long were you negotiating for?

23 A. We never stopped negotiating. We never
24 got to a point and you'll see that through as we go
25 through the timeline of this, we never came to a

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1 point where we agreed on anything. There -- when
2 we talk about the deal, there's three parts of the
3 deal. There's the financial piece of it. There's
4 the quantities. What are we going to deliver?
5 When are we going to deliver it? And then there's
6 all the terms around it. There's, you know, all
7 the legalese and then all the other things, you
8 know, that go into a contract which make contracts
9 necessary. So those three things never jived at
10 the same time ever, so we were all always
11 negotiating.

12 Q. What were the initial quotes that you
13 got like from Seating Solutions?

14 A. The initial quote we got from them for
15 the seats and the structure was over a million
16 dollars for a rental. So now we've had a couple of
17 weeks of the hand holding and we're in this with
18 you and we can't wait. We want to be on your
19 website. Like we want to ride off into the sunset
20 together. And so I'm thinking this is going to be
21 amazing. Like, I can't believe how great this is.
22 These are going to be great partners for us. And
23 then we get a quote for a million dollars for a
24 rental for something they're going to take away.
25 We don't even own it. And my mind was blown.

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1 I had -- and I've done -- I've done
2 festivals, I've done VIP structures, I've done this
3 a hundred different ways for other people,
4 multimillion dollar budgets and I built my own
5 budget for Yonder Field and my budget for seating
6 was 300,000. Not including the VIP structure, but
7 300,000. And so I told Scott immediately, I was
8 like, we are so far apart. I was just jaw dropped
9 shocked at the first sticker price that came back.
10 And his initial reaction was, whoa. Whoa. Whoa.
11 Okay. We can figure this out. Let me work on
12 this. You know, we are going to come together and
13 figure out, you know, something that's agreeable to
14 both of us. It was always that we'll get there,
15 let's keep talking.

16 Q. The jury saw something or a set of
17 things I guess I should say yesterday. Let me see
18 if I can --

19 MR. HUTTO: Beg the Court's indulgence.
20 I'm going to show one of the exhibits on this
21 screen here so that -- I think perhaps it will be
22 easier for everyone if we look at it blown up.

23 Q. Okay. I'm going to refer now to
24 Exhibit 28 which is in the record.

25 A. Can we discuss the January 10th and

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1 January 12th e-mails?

2 Q. Sure. I will -- let me get to that
3 here. Do you recognize this before I ask you about
4 that?

5 A. Yes.

6 Q. Okay. Prior to -- well, tell me what
7 it is.

8 A. Okay. So what was happening -- okay.
9 So this is dated January 20th, so that's why we'll
10 address the others as well. But a lot has happened
11 before we get here.

12 So what's happening in the background
13 of this is I mention the three things. There's the
14 pricing. There's the quantities and deliverables,
15 the dates are on those and then there's the initial
16 terms and legalese. So we were going back and
17 forth on everything. And this is where we're at
18 the point where they're demanding a personal
19 guarantee. Which I can tell you right now, I've
20 done this a lot and I've never had one of my
21 vendors say, can you get the owner of your festival
22 on the phone because I'm going to need him or her
23 to sign a personal guarantee. That's completely
24 unorthodox, never heard of it in my entire life and
25 that's why we were shocked and we pushed back from

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1 day one we're not signing it.

2 So their whole thing was, well, we need
3 to know, you know, you're a startup business, if
4 you're not going to sign the personal guarantee,
5 you know, we're not going to do business with you.
6 So my thought process at this point was, okay,
7 well, you're going to get paid. If you're worried
8 about money then let's do that first. You're way
9 over here at a million dollars and I'm way down
10 here at 300, let's -- let me revisit my budget,
11 what can I do? And based on my funding schedules
12 from my investors, what's the timeline around that?

13 And so I'm trying to paint that picture
14 of, okay, you want this personal guarantee which
15 we're not going to give you, but you want some kind
16 of assurance or feel good warm fussy feeling that
17 you're going to get paid. So that's why I start
18 focussing strictly on the financial piece of it.
19 Thinking that we will come to terms on the delivery
20 dates and the quantities and the terms of the
21 contract. Let's just settle their nerves or
22 whatever it was that was driving, you know, this
23 demand for the personal guarantee by saying let's
24 just lockdown, what's the financial aspect of it
25 going to be? So you know how much is coming. I

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1 know how much is going out of my pocket and then we
2 can talk about what's going to be delivered for
3 that.

4 Q. All right. And you mentioned that you
5 had received some quotes from Scott in the days
6 prior to this. Can you tell me what this is? I'm
7 referring to Exhibit 1.

8 A. Okay. So after the initial quote came
9 that was over a million dollars and we pushed back,
10 this was Scott's second quote that came through.
11 So what's -- let me see if this is where it starts
12 at. So this is where everything starts to shift.
13 So I say, million dollars, can't do it. He comes
14 back with a revised pricing. And not only is the
15 pricing revised, instead of the nice cushy Desert
16 Trip seats, now he's like, well, maybe we'll
17 supplement -- we'll only give you a certain number
18 of those nice seats, the ones you actually want and
19 now we're going to supplement it with these
20 plastic-y flip-up seats, which by the way, if
21 you're not on your diet, haven't been to the gym
22 lately, you're not fitting in. They're super tiny.
23 It's a much more lower grade product and now
24 becomes the song and dance of, okay, well, you can
25 have some of the nice seats, but we're going to

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1 supplement what you actually need with these other
2 seats.

3 Well, that changes my artist offers
4 because I can't charge the same amount of money for
5 that metal folding chair that I can charge for the
6 first class airline seat. So this is when
7 everything starts becoming this moving target of
8 what are we getting? When are we getting it? And
9 how am I going to restructure my deals? Because
10 now I'm starting to have all of these conversations
11 with agents and managers and because of all the
12 warm fuzzies that we got from Scott thinking that
13 we're going to get this deal done, I've now
14 presented their product to all these agents, to my
15 investors, to all these other stakeholders that are
16 now financially involved in this that we've got
17 this product.

18 And so getting back to this. So that's
19 what that is. This is him coming back and saying,
20 okay, well, I'm going to repropose this to you and
21 even this was exorbitant pricing and I pushed back
22 on it again saying this is not in our budget.

23 Q. And can you tell me what this is? I'm
24 referring to Exhibit 2.

25 A. So this is January 12th. So yet

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1 another iteration, now it's showing the combo of
2 the bravo seats which are the nicer seats, the
3 floor track seats which are the middle, you know,
4 low rent plastic-y seats and it's just another
5 iteration. Still over a million dollars. And, you
6 know, this is when I went back to him again and I
7 even sent him a text and was like, like, this is
8 crazy. They want \$79 per seat per use for the
9 first use and our ticket price was \$85.

10 Like, if you know -- so maybe it might
11 help just to talk about how artists' deals are
12 structured. So the ticket money that was taken for
13 a concert specifically meant to go towards
14 production needs. That's the artist's fees, that's
15 sound, lights, audio, the stage. It's your
16 stagehands. It's your backstage catering.
17 Everything that's involved with the artist.
18 Artist's transportation. That all is ideally
19 suppose to come out of your ticket money. But now
20 I'm in a situation where I have an \$85 ticket and a
21 \$79 seat and an artist that costs potentially
22 \$750,000. Like none of it -- like, it's not
23 workable.

24 And so I pushed back again and his
25 argument at this point the deal is structured

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1 differently. So this is, he's presenting this as a
2 full season rental and everything's going to sit
3 there and every time we use it, what do we charge
4 per use.

5 So what happens after this, is I push
6 back yet again saying, we can't do it. And then
7 Scott comes back and that's when he agrees to the
8 ideal that when we're not using the seats, they can
9 come get them whenever they want, they can rent
10 them to anybody else. We don't have any kind of
11 lock or restraints on the seats for any given span
12 of time.

13 When you do a deal with an artist, it's
14 not typically not done for a specific date unless
15 you're doing a July 4th, you know, something like
16 that. It's done under what's called a mutually
17 agreeable date. You negotiate the entire deal with
18 the artist under mutually agreeable dates. And the
19 reason for that is, it's not just Beyoncé getting
20 on a private jet and coming here. It's her
21 dancers. It's her hairstylist. Her glam squad.
22 It's her personal security. It's all these other
23 people. It's her bus drivers. It's not like you
24 can just say in an instant, okay, well, she's
25 available, you know, those four dates. There's so

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1 much coordination that goes into this level of
2 talent and booking these type of shows when it's
3 not a tour. So that's why if you take a look at
4 all these, I don't have specific dates where I'm
5 saying, okay, I need it January 5th and August 12th
6 and, you know, October 3rd, and that's because our
7 deals were still being arranged on mutually
8 agreeable dates.

9 So my discussion with Scott was, my
10 mutually agreeable part, what makes me be able to
11 confirm a date is that the seats are available to
12 me. So if you've got deals and based on even his
13 own e-mails back and forth, well, I can rent those
14 seats, you know, three times -- I think -- what was
15 it, three times every five months. Like,
16 basically, they're just, you know, storming down
17 this door to get these seats. So I'm like, okay,
18 when we're not using them you come get them and he
19 agreed to that.

20 Q. Can you -- I want to make sure I got
21 the right portion here. Can you read this last
22 full sentence of this first page of Exhibit 2? I
23 believe it speaks to what you were just
24 referencing.

25 A. This includes the understanding that

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1 Seating Solution has full uses -- full usage of all
2 equipment and product on nonevent days and
3 quantities that Yonder Field does not use on event
4 dates. To be -- yeah. That's the last full
5 sentence down there.

6 So, again, basically, we had no
7 strongholds on their equipment.

8 Q. Does that mean that they could have
9 rented them to other people throughout that season?

10 A. Yes. And, in fact, I'll say this, we
11 had the same exact deal with our staging company.
12 So we had a deal with a company that's called MSR,
13 Mobile Stage Rentals. They're based out of
14 Montreal. They're one of the top mobile stage
15 companies in the festival industry. Very
16 well-known, first class company. And I had a deal
17 with them that they would keep the mobile stage on
18 our property because they're based in Montreal.

19 So what that did, when we're not using
20 it, now they can circulate it throughout the entire
21 southeast and they were ecstatic. Not only do they
22 not have to warehouse it and pay for, you know,
23 overhead and rent for it somewhere else, now they
24 can really market to the southeast in a very
25 economically efficient way. And that's the same

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1 for Scott. That was the deal. They were going to
2 keep the seats on our property in seat containers,
3 you know, big storage containers, which you can
4 just come pick up with a truck anytime and if they
5 want to take them somewhere else, they just get
6 that truck over there and they take those seats
7 away. You know, it was never where they were not
8 available to them should a revenue opportunity
9 present itself.

10 Q. So let's go back to what I maybe jumped
11 ahead to. This is an e-mail from you when?

12 A. This is dated January 20th.

13 Q. And what terms are you discussing here?

14 A. So what I'm trying to do at this point
15 as I mentioned is just focus on the financial
16 aspect of it. And they're again trying to deal
17 with this very heavy handed push at personal
18 guarantee is to say, okay, then let's come up with
19 a financial structure that works for you guys, that
20 works for me, that I know I can budget. Because,
21 again, you're at a million dollars and I ain't got
22 a million dollars, but I still have needs.

23 So, you know, the conversation up until
24 this point is still very much we're your partner
25 and I, quote, we won't benefit unless you benefit.

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1 Like, it's very constant grooming of we're riding
2 with you on this, you know. We want to be your
3 partner. Put us on your website. Promote us, you
4 know, with your tickets because, you know, we're
5 here with you. So it's still -- all that's
6 happening, so I'm trying to have a sense of
7 confidence that they're going to deliver that, to
8 live up to what we're being told.

9 Q. And what is this document? That's
10 Exhibit 29.

11 A. So this is January 23rd. So this is
12 from the gentleman Marc Palker. So his name was
13 brought up a couple of times yesterday. He's the
14 CFO for Seating Solutions. And it was about this
15 time that he started popping up in our
16 communications. Initial to this, it was Scott
17 himself and his assistant, Cameron, were the only
18 ones we had any kind of interaction with. And now
19 all of a sudden here comes Marc Palker, the CFO.

20 Q. What kind of tone did he have when he
21 would speak to you?

22 A. So, we got this e-mail on January 23rd,
23 again, force feeding the personal guarantee which
24 we've discussed many times that we weren't signing.
25 And by the way, it's just not standard in our

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1 business. And I pick up the phone and I called
2 Marc that day. Because I do this a lot. I'm used
3 to negotiating. I'm used to vendor management.
4 This is not new for me. Let me get on the phone
5 with him, you know, let me talk to him.

6 And that call was one of the most
7 insulting and degrading phone calls I've ever had
8 in my life. It was like talking to one of the guys
9 off the Sopranos. He's a New York lawyer and he
10 came at me like that. He -- not lawyer, a New York
11 personality and he was very much, like, literally
12 saying to me, we don't know who the hell you are.
13 You're nobody in this business. You just came out
14 of nowhere. You expect us to trust you. You're an
15 unreliable risk. Like, really, really insulting
16 and demeaning to the point that after I got off the
17 phone with him, I sent an e-mail to Scott saying --
18 specifically saying, that's why I left New York. I
19 don't want to deal with people like that and I
20 never want to talk to him again. It was completely
21 unprofessional and uncalled for the way he talked
22 to me. And this became now the changing of the
23 times of when sort of the heavy handed, give us our
24 money started to come into play.

25 Q. So at this point, you were -- were you

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1 still hopeful to be able to negotiate an agreement?

2 A. Yes. And even after this e-mail and my
3 subsequent e-mail to Scott about the tone of the
4 call with Marc, I had phone calls with Cameron and,
5 you know, basically saying, look, you know, don't
6 -- like, just don't let him offend you. We're in
7 this with you. And, you know, Scott as well
8 echoing the same thing. Well, just ignore him.
9 Sorry about that. Talk to us. You know, let's
10 keep going. You know, we're going to get there.
11 At this point, they were still being congenial, but
12 this guy was not.

13 Q. And do you -- well, on the -- around
14 the 24th and 25th, did you have additional
15 communications with Cameron and Scott?

16 A. I did. So now they're, you know,
17 working hard to convince us that we are going to
18 come to mutually agreeable terms, dates,
19 quantities, you know, those three things. That
20 we're going to get them all aligned, but we need
21 the personal guarantee. We need something. We're,
22 you know, we're a little nervous maybe about the
23 payments. And so I was like, okay. We'll wire
24 you. If that was going to swage all of this, get
25 the conversation going on what we're actually going

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1 to get because I've got these offers out where I've
2 presented this to the industry, to my investors,
3 like, there are so many stakeholders now that are
4 relying on those seats being there, that VIP
5 structure being available, like, I have to believe
6 that we're going to make this work.

7 Q. Did Seating Solutions or was Seating
8 Solutions asking you at that point to include them
9 in your promotional materials?

10 A. Yes. Every contract and document they
11 sent us at that time specifically said as part of
12 the deal they wanted to be included in everything
13 that was digital involved with our company.

14 Q. Now, I'm going to pull this up. These
15 are excerpts from these two documents. I'll show
16 you the whole document. This is Exhibit 30.
17 Ignore the date on the top. Do you recall this
18 generally and from the time and from yesterday?

19 A. Yes.

20 Q. And what is it?

21 A. So, this is another iteration of their
22 offer of a quote. And let me just say, these two
23 are not -- in the number of times that this has
24 been presented by opposing counsel, these have been
25 stapled together, these are not the same documents.

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1 They may have been on the same e-mail as
2 attachments, but I just want to reiterate they were
3 never the same document or part of a same
4 conversation. They were specific string of
5 conversation. So, the first is another offer of
6 different pricing structure from Seating Solutions
7 to me.

8 Q. Okay. And what is the second page?

9 A. So the second page is, again, around --
10 this is still -- so this is dated 1/24. So this
11 part of the same conversation where my frame of
12 mind is can we just lock down the financial's
13 because we know they have the product, they told
14 us, it's all in inventory. They keep saying, we
15 got all this inventory, so let's lock down the
16 financial's so that we can get rid of this cloud of
17 this need for personal guarantee which is blocking
18 us from agreeing on all the other deal points. And
19 so that's what this is.

20 There was e-mails back and forth with
21 Cameron that based on sort of this same language
22 and I said, can you put that in a document for me
23 to sign payment terms? That's all I was agreeing
24 to. And, in fact, what he sent me, I then edited
25 because I still wasn't agreeable to and sent it

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1 back to him. And not only did they not agree or
2 countersign, there was subsequent e-mails about,
3 well, can we change this date and then even another
4 one about, oh, wait, what about taxes? We forgot
5 about this. And I'm like, well, we have to discuss
6 that because I'm trying to get those taxes waived.
7 So, again, a moving object still not a fully
8 executable agreement.

9 Q. Let me ask you about that e-mail. I
10 apologize for the quality of this PDF, it's what I
11 received. Do you recognize that?

12 A. Yes. It's hard to read. I can read
13 the parts that I wrote. I can't read what they
14 wrote back. Oh, yes, I can. Yes, I can. I
15 understand what this was. Yes.

16 Q. Sure. What is this document?

17 A. So, this was me saying, again, talking
18 exclusively about payment terms and what I can
19 agree to and what I can't agree to. And then
20 Cameron replying back about what I just said about,
21 well, can we change the date for this and then also
22 what about taxes added on for that. So, again, not
23 only did they not countersign what I sent them,
24 they wanted to still make changes to it. And
25 that's what this is. This is the furtherance of

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1 that negotiation.

2 Q. All right.

3 MR. HUTTO: I'm going to move this into

4 --

5 Q. Is this is a fair and accurate copy of
6 e-mails that you received from them and e-mails
7 that you sent?

8 A. Yes.

9 MR. HUTTO: Your Honor, actually, I
10 don't think this is in evidence. We'd move enter
11 it into evidence as our Exhibit Number 56.

12 THE COURT: Any objection?

13 MR. BRANNON: No objection, Your Honor.

14 THE COURT: All right. It will be
15 entered as a Plaintiff's Exhibit 56.

16 MR. BRANNON: Your Honor, it's already
17 in evidence as one of defense exhibit -- or a joint
18 exhibit that we marked, okay.

19 THE COURT: Okay. So it's entered
20 twice. Okay.

21 (WHEREUPON, Plaintiff's Exhibit Number
22 56 was marked and entered.)

23 Q. I have a portion of this up here. Is
24 this the same e-mail that you just read?

25 A. It is. Yes.

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1 Q. And when -- you can see here in the
2 bottom, when was your e-mail to Cameron that day?

3 A. Was at 5 p.m. on the 26th and his was
4 at 6 p.m. So 5:17 verses 6 p.m. on the 26th was
5 his reply.

6 Q. And when you were responding on the
7 26th, what was attached to your e-mail?

8 A. It was solely and exclusively this one
9 sheet of paper.

10 Q. The -- and how would you describe that
11 one sheet of paper? It says quote on it, how would
12 you describe it?

13 A. Well, it says quote, but it's not a
14 quote as Rob pointed out. Basically, they took a
15 template for what I guess they use for their
16 invoicing because it has like customer PO numbers
17 and FOB which is Family of Business. It has all
18 these other things on here, back ordered dates,
19 price, like amounts. There's no amount or quantity
20 of anything. So basically they took a template for
21 a quote with their letterhead on it and put in the
22 amounts that we had discussed in our e-mail.

23 Q. Now, let's go back to the first page of
24 this. Which is the top -- you would agree that
25 that's part of what is the top part of what the

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1 jury is seeing here?

2 A. Yes.

3 Q. Some -- this first page, was that sent,
4 you said as an attachment to the -- to Cameron's
5 e-mail from the day before?

6 A. Yes. But if I'm honest, I believe it
7 was the full contract not that deal sheet page. I
8 don't even think those came in the same e-mail
9 together. Those just happened to be stapled
10 together, but I believe the e-mail that that was on
11 actually had the full contract with signature pages
12 on it.

13 Q. Well, I just want to reiterate this.
14 Let's say for the sake of argument that you were
15 sent this document, can you read from here what
16 terms supposedly make this document effective as a
17 quote to you?

18 A. And, just to clarify, I was sent that
19 document just not on the same e-mail. That's
20 absolutely something they sent me. So prices valid
21 for five days from the quote date unless stated
22 otherwise. Note that we're fully ensured to rent
23 and install seating systems. Be happy to add
24 organization and the...

25 Q. And could you read this out for the

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1 jury as well?

2 A. Signed contract and \$185,000 due with
3 order by January 23rd. Balance terms to be
4 mutually agreed between Yonder Field and Seating
5 Solutions, which never happened. None of those
6 things ever happened.

7 Q. Did a signed contract ever happen?

8 A. That never happened. Nothing -- my
9 first wire that I even sent them was January 26th,
10 so none of these stipulations were met.

11 Q. Okay.

12 A. And, also, can we go back one second?

13 Q. This document?

14 A. The one previously with Cameron's note.
15 Before you had me just read.

16 Q. This?

17 A. Yes. So I just want to read the part
18 above it. We have put a hold on inventory for the
19 project and if we don't complete this, we're
20 putting it back and will depend on the inventory we
21 have available. So, again, this concept of us
22 renting inventory. I know at some point we're
23 going to discuss they're saying we've manufactured
24 seats, we never talk -- it was always, inventory,
25 what we have available, what's in our existing

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1 inventory. So, it's -- because it was present, I
2 wanted to put that out.

3 Q. And I want to go back to one more thing
4 that jury saw briefly yesterday. Were you ever
5 presented with this document.

6 A. Yes. So, this looks like the version
7 -- I don't know which version. Oh, it has a date
8 on it, 1/25, of the full contract.

9 Q. Did you ever sign this contract?

10 A. I never signed this contract. And, in
11 fact, this contract was always a point of
12 contention because we didn't agree with the terms
13 in it.

14 Q. There's this one term right here I want
15 to draw your attention to. Balance due net 30 days
16 after delivery with a personal guarantee. Why was
17 that a problem?

18 A. Because, again, that's not standard
19 operating procedure at all in our industry. I've
20 never even heard of that for a rental. For
21 something literally we're renting it from you, we
22 don't own it. If at anytime we default on
23 anything, you get your truck over there and you
24 pick up that seat container and you take your
25 product back. There was no reason for us to

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1 | guarantee something that you own and will still own
2 | at the end of the rental period.

3 | And anytime you want to use it, you've
4 | already stated, if you have the ability to rent it
5 | elsewhere, you can come take it. We have no holds
6 | on it. So why do you need a personal guarantee?

7 | Q. So did you ever agree to the terms of
8 | this contract?

9 | A. Absolutely not.

10 | Q. Let me put this back in the court
11 | reporter's evidence here.

12 | THE COURT: Mr. Hutto, just so I'm
13 | clear, what exhibit --

14 | MR. HUTTO: That was Exhibit 8, Your
15 | Honor.

16 | THE COURT: Thank you.

17 | Q. That document that you did sign, what
18 | was the point of that document?

19 | A. That's me trying to give some assurance
20 | that, yes, we're a start-up, but we're here to come
21 | to an agreement. That, no, we're not doing a
22 | personal guarantee because that's not -- we're not
23 | going to do a personal guarantee, but we want your
24 | product, we want to make a deal, and here's the
25 | funds as we can provide them. And now the next

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1 step would have been, now let's come to agree on
2 quantity and dates and how all that's going to work
3 with the terms of the contract.

4 So their whole thing constantly with us
5 was personal guarantee especially with this CFO
6 Marc Palker. Voicemails, e-mails, like really
7 saying, like, we have to have it or we're not
8 moving forward which actually is what that document
9 just said. So the whole point of me trying to
10 focus on the financial piece of it, is to say,
11 you're going to get paid. Okay. We're down this
12 path together, we said we're going to do this
13 together, you're going to get paid. And that's me
14 focussing on that.

15 Q. Did you ever see any document that said
16 that your money would be nonrefundable if you
17 didn't receive anything?

18 A. Absolutely not. This was always a
19 prepayment on the rental. This was good faith
20 money that was sent in advance of the rental
21 period, just to make them feel good and provide a
22 level of comfort that we're going to honor what we
23 do eventually agree to. That we're here and we're
24 serious and it's our skin in the game. You know,
25 people always say, you got to put some skin in the

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1 | game and that's what we were doing. But even
2 | though there was no final deal, that that's us
3 | moving forward -- it's what they call in finance, a
4 | credible commitment.

5 | Q. And what's the difference between a
6 | payment schedule and a contract?

7 | A. So, again, it's those three parts. A
8 | payment schedule alone in itself doesn't mean
9 | anything. It's one sided. It provides absolutely
10 | none of the content in detail of what Scott and his
11 | company is supposed to provide. And the terms
12 | around which they're supposed to provide it. It in
13 | and of itself is ineffective. It's not the full
14 | deal.

15 | Q. In this exchange, did you come to a
16 | final agreement of what all the terms and
17 | deliverables were?

18 | A. No, we did not.

19 | Q. So why send cash?

20 | A. Well, again, as I was saying, you know,
21 | the idea that credible commitment. We're here,
22 | we're serious, you're driving home this idea of
23 | personal guarantee, we're not giving it to you, but
24 | we will give you this. So let's continue this
25 | communication. Let's get this deal done. We need

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1 your product. We're down a path with the
2 investors, with the artists, and managers, like,
3 we're ready to pull the trigger on these things,
4 but I can't do that if I don't have seats. Those
5 two things are interlocked. My artists' deals and
6 having these seats in that VIP structure are hand
7 in hand. One without the other does not work.

8 And I had zero confidence at this point
9 after the way I was talked to my Marc Palker, the
10 CFO, and now all these other voicemails and
11 e-mails, this mafia heavy handedness, now I'm
12 starting to feel like this is all shaky ground.
13 Are they going to deliver anything. And now we get
14 to the point where we've made three payments and
15 it's getting worse.

16 Q. What was the total amount of money that
17 you wired to Seating Solutions?

18 A. It was \$160,100 in three separate
19 payments.

20 Q. And I think we probably know at this
21 point, but who is the owner and operator of Seating
22 Solutions your understanding?

23 A. That's Scott Suprina who sits at the
24 table right there.

25 Q. And was there a specific point that you

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1 | can point to when you realized you're not coming to
2 | a deal with Seating Solutions?

3 | A. I was still -- like, you have to
4 | understand, my life's savings is in this. I put my
5 | reputation out to the industry and I said this is
6 | what we're building. This is the mecca. This is
7 | what it is. This is what it's going to look like,
8 | taste like, smell like. And now my entire
9 | reputation, all these financial deals, the money
10 | I've taken from my investors, everything is hinged
11 | on us being able to have -- it may look like a
12 | little folding chair over there, but when you
13 | understand how it's so specifically tied to my
14 | ability to be financially viable and to get these
15 | deals done with the artists, it's paramount that I
16 | have to make this thing with Scott work.

17 | And I kept trying. But as, you know,
18 | you have to understand too, when you're booking
19 | artists, artists who tour, book two years out.
20 | They're planning right now for 2025. But when you
21 | do one offs, usually that's ten months out and now
22 | I'm five, six months out. And the calendar is
23 | turning and we're not coming to a deal. And it's
24 | becoming very obvious that I can't 100 percent
25 | guarantee I'm going to have these seats, so I can't

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1 sign these artists' deals. Because I'm already in
2 the whole 160,000 to him, am I going to sign a
3 million dollar deal with an artist that I might
4 then be on the hook for because I've promised
5 something that Scott's now not delivering? It all
6 was very shaky ground and it was a very scary time
7 to be honest because everything one relied on the
8 other.

9 Q. Why not go to another seating company?

10 A. Because we had already put it out
11 there. And, again, this idea of Desert Trip,
12 although, you know, maybe you've never heard of it
13 and now it's, you know, 2016, it was so long ago,
14 it was such a market event in our industry that it
15 was an eye opener, oh, they're going to have that
16 same setup as Desert Trip, well, that was first
17 class. And now it's this -- suddenly this grass
18 field in Bowman, South Carolina, isn't that
19 anymore. It's a first class venue. We understand
20 what you're building. We get you. And that was
21 the point of that and now we've put that out there.

22 So, at first, I didn't want to switch
23 gears on that and be, like, well, I know we
24 promised the filet mignon, but now we're going to
25 slide in, you know, some skirt steak, maybe a

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1 | little country fried steak. We can't really give
2 | you what we talked about. I didn't want to do
3 | that. I had already put that out there.

4 | And, you know, so we get to the point
5 | now where they have \$160,000 of our money. And I
6 | haven't signed any artists' deals because I don't
7 | have seats. And so everything is just constantly
8 | changing and I'm having to try to reinvent the
9 | wheel and renegotiate with Scott about how I can
10 | just move this thing forward.

11 | Q. Did you ever consider asking for your
12 | money back and going to a different vender?

13 | A. Yes, we did. We asked for the money
14 | back several times. And when it became to the
15 | point where they were sort of all over the place
16 | and we couldn't lock in a deal and weren't coming
17 | to an agreement on the terms and I wasn't able to
18 | make these artists' deals and the calendar is
19 | turning, like, I even went to them and was like,
20 | okay. The deal and the seats was, we can use them
21 | when we need them, you can use them elsewhere when
22 | we don't. Let's take the seats off the table. We
23 | sent you \$160,000, you told me the VIP structures
24 | of \$230,000. Let's make an agreement that you
25 | deliver that to me in May and upon delivery, I'll

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1 pay the balance. But, again, I've got no
2 confidence anymore and the unprofessional operating
3 tactics of these guys, but they've got our money.

4 So, at that point, I'm still
5 renegotiating and I'm trying to say, well, can we
6 at least get the VIP structure. And then once we
7 can agree on that, then we'll talk about this seat
8 rental, subsequent to that. And Scott's reply was,
9 no.

10 Q. Now, this VIP structure, is that in
11 theory a custom item for you?

12 A. So, I talked a little bit about the VIP
13 structure before. It was always something that we
14 had in the scope of the project, but Scott was very
15 adamant that this is something we do, let us do
16 this, we're going to be great at it. And,
17 initially, the cabins were supposed to have viewing
18 decks on top of them. So, you have the little
19 cabin then you walk upstairs and you can stand on
20 top of it and you have this elevated view of the
21 whole venue and I can sell that as a VIP
22 sponsorship suite. Like, I can really monetize
23 that in a big way.

24 And, look, out of the box solutions
25 like that exists, they have these things called fan

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1 sheds that I've used in other festivals which is
2 exactly that. They're very modular. They're very
3 industrial looking, you know. And Yonder Field's
4 address was 180 Log Cabin Road in Bowman, so I
5 loved the idea of these log cabins; right. So,
6 Scott comes along and he's like, I've got this
7 monumental idea. You're going to put your cabins
8 under our structure, we're actually going to build
9 over your cabins a standing platform with seating
10 behind it for the other people, for the VIP's and
11 then the corporate suites will have a platform
12 above, we'll do a little stairwell down, your
13 cabins will be freestanding and we're going to have
14 this over fit structure to do the viewing
15 platforms.

16 And, in fact, there were multiple
17 e-mails from Scott and Cameron, don't let that
18 cabin company put that viewing platform up there.
19 They don't understand the codes that go with mass
20 gatherings, with the public gatherings and, you
21 know, ingress, egress and, you know, you're going
22 to set yourself up for liability. This is not what
23 they do, let us do this. We can do this for you.
24 And by the way, here's a pretty picture of what we
25 think we can do. And that's when they sent us the

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1 conceptual drawing of what they thought the
2 structure would be.

3 Q. Yesterday your brother was shown a
4 drawing that had an A and a B on it, is that what
5 you're referring to?

6 A. Yes. So that is a conceptual drawing.
7 I believe they tried to point it out as a
8 mechanical drawing, but it's not a mechanical
9 drawing. A mechanical drawing is a term you use
10 more when you're like tooling things for like
11 manufacturing. The term we would use in our
12 industry is an engineer drawing or a technical spec
13 of which that was neither, that was a concept of
14 what they thought that they could build with some
15 dimensions on it.

16 Q. And that was never delivered to you; is
17 that right?

18 A. No, it wasn't.

19 Q. Was anything from Seating Solutions
20 ever delivered to Orangeburg or Bowman?

21 A. No. We received nothing from them.

22 Q. And did Yonder Field recoup any of its
23 money that were sent?

24 A. No. And there were repeated attempts
25 even after me trying to renegotiate to just get

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1 | this custom -- the VIP structure. And Scott said,
2 | no, to that. It just got really shady. Like, they
3 | came back to us and we're like, no, we're not going
4 | to do that. If you want the VIP structure, you're
5 | going to have not only pay us for seat rental, but
6 | now they were asking for a prepayment for 2018.
7 | Now they wanted \$70,000 to put towards another year
8 | of some kind of deal that's already gone completely
9 | south and it's totally not working, now they're
10 | asking for more money to solidify something for the
11 | following year.

12 | So really that was kind of the last of
13 | it. And I think that was sort of the last go
14 | around in terms of us asking for something and them
15 | not delivering. Until I had e-mailed Scott at the
16 | end of May and I was like, can I come meet with
17 | you? This doesn't benefit either of us. Like, can
18 | I just come up there? And I went to -- he flew
19 | down from Long Island where he lives to Spartanburg
20 | area. Landrum is where their facility is and I met
21 | with him and Cameron basically on hands and knees
22 | because I'm now at the point where I couldn't book
23 | these A list artists. What happened is I had to
24 | cancel our May show. Now we couldn't even get the
25 | VIP platform.

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1 So, all these dominos are falling
2 because the deal with them has now gone sour and so
3 I go to him on hands and knees and I'm begging, can
4 we please get the money back? Can we please come
5 up with some kind of deal? Like, what can we do?
6 How do we move forward?

7 And Scott's attitude in that meeting
8 was you picked a good time to come begging because
9 business is booming. Literally his words. You
10 picked a good time to be asking for money.
11 Business is great. We couldn't be doing better.
12 We can barely keep up. You know, everything is
13 great. And I walked out of that meeting thinking,
14 thank god. Maybe we'll get our money back, maybe
15 we'll get some seats, maybe we can breathe life
16 into this again. And subsequent to that meeting,
17 received an e-mail from Scott and what he proposed
18 was to loan me \$60,000 with a personal guarantee
19 that I had to pay back.

20 So I couldn't get back -- not only
21 could I not get back any of the 160, his only --
22 which is so bizarre. It was absolutely bizarre.
23 That that was his response was, no, you can't have
24 your money back, but maybe I'll lend you money with
25 a personal guarantee and then that was in early

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1 June, that conversation.

2 Q. Let me show you what's in evidence as
3 Exhibit 39. Is that something that you told the
4 jury about?

5 A. Yes. This is dated March 23rd. And
6 it's, again, another attempt at negotiating a
7 pricing that's going to be agreeable. It
8 specifically focuses on pricing.

9 Q. And what was the response you got to
10 this proposal?

11 A. So this was what I was just speaking
12 about, about putting the \$160,000 towards the VIP
13 structure and Scott said, no. He's like, this is a
14 package deal, we want all or nothing.

15 Q. And how long after this were you
16 informed that Seating Solutions was pulling out
17 entirely of any negotiation with you?

18 A. I would say early May. So, I would
19 also add, all this time, this original concept for
20 this VIP custom structure with Scott was brain
21 child. This was his design. He modified the
22 design of our cabins or had us modify it because he
23 was going to deliver this glorious solution. And
24 then on around May 2nd, his lawyer e-mails my
25 lawyer at the time and it's like -- in the same

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1 e-mail where they want \$70,000 towards 2018, oh, by
2 the way, there's a delay, we can't deliver this
3 structure as we designed it. We're going to give
4 you a stock solution. Which to me means bleachers,
5 nothing custom. But we still want you to pay the
6 same amount of money.

7 And what I find -- found incredibly
8 interesting when opposition submitted their
9 exhibits is there's internal e-mails from -- at
10 Seating Solutions from their staff telling Scott as
11 late as the end of March that they can't engineer
12 the structure as he designed it. The conceptual
13 drawing as he presented it can't be done. They
14 can't distribute the lateral load over the cabins
15 to provide the clear open space with the viewing
16 platform above. They can't engineer it.

17 So, those e-mails were prior to me
18 saying, can I just get the structure? He knew when
19 I sent that e-mail that they couldn't engineer the
20 structure I'm asking for. In my mind, that's why
21 he said, no, you can't just have that. We need
22 everything. By the way, we need more money too.
23 They knew they couldn't engineer the design that
24 they were trying to sell us and they had our money
25 already.

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1 Q. Let me ask you about that. You
2 mentioned an e-mail, can you identify this?

3 A. So, this is the e-mail I was referring
4 to from their lawyer to my lawyer about asking for
5 -- to put \$70,000 towards 2018. It mentioned some
6 additional payments. And then it tells us due to
7 the delay, the understructure will be stocked under
8 the stand.

9 Q. So there was no custom structure even
10 in May?

11 A. No. And this says drawing to be
12 provided. And even Cameron, I called him and was
13 like, what are you guys providing? I need to see
14 what it is. And kept asking for drawings. My
15 lawyer replied to this and said, what are you
16 actually presenting and they have provided no
17 drawings whatsoever. So now they have our money
18 for this amazing custom structure that they can't
19 engineer and they've come up with another solution.
20 Although they had an original solution that didn't
21 work so great, but now they have another one that
22 we're supposed to rely on and pay the same amount
23 of money.

24 But it says if we do the second year
25 rental then we can deliver the clear span -- stand

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1 as it's shown in our original drawings. If you
2 give us this 70,000 for next year, maybe they'll
3 dangle the carrot. Maybe you'll actually get that
4 custom structure that you've already started paying
5 towards.

6 So I just -- when I saw the internal
7 e-mails at Seating Solutions, I was incredibly
8 angry that I was still negotiating down a path for
9 a structure they couldn't engineer and they knew
10 they couldn't.

11 Q. Is this a fair and accurate
12 representation of the communication between the
13 lawyer that you had for Yonder Field at the time
14 and Seating Solutions' lawyer?

15 A. Yes.

16 MR. HUTTO: Your Honor, we'd move this
17 into evidence as Exhibit 57. Let me make sure it's
18 the right number.

19 (WHEREUPON, Plaintiff's Exhibit Number
20 57 was entered.)

21 Q. I'm going to show you what's marked as
22 Exhibit 46. When is this dated and what is it?

23 A. So, this is dated April 10. So just to
24 put it into the timeline of things. Well, this is
25 from Marc Palker who's the CFO, he's not the nicest

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1 and he's telling our finance -- our RVP finance.
2 Palker, CF, that you're -- we're no longer
3 considering your project active. We consider you
4 in breach of terms. And basically he's saying that
5 they're not working on our project anymore as of
6 April 10. They're done.

7 Q. So your first wire to them would have
8 been when?

9 A. January 26th.

10 Q. And they tell you that you are
11 completely out of their production orders when?

12 A. This is April 10.

13 Q. So two months and 15 days?

14 A. Yeah.

15 Q. How did you find out that Mr. Suprina
16 had sold his company?

17 A. I think just general industry. I get
18 like Google alerts and stuff from Pollstar and
19 things like that. I came across it on the
20 internet. It wasn't something that was told to us
21 or disclosed in any way even though this is was an
22 ongoing litigation.

23 Q. And -- well, I'll strike that. Do you
24 consider your negotiations with Seating Solutions
25 and Mr. Suprina to have been a mistake?

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1 A. Absolutely. I would say, when he --
2 when he would not deliver the seats and we couldn't
3 come to an agreement for the seats and the VIP
4 structure that was the keystone out of everything
5 that Yonder Field was going to be. I had to walk
6 away from my artists' deals. I had to restructure
7 everything. Instead of A list artists, I've got B
8 and C level artists and now I'm convincing people
9 from Nashville and LA to try to send their artists
10 to a grass field in Bowman, South Carolina.

11 Which would have been great if we could
12 sell the first class venue. If we had that to
13 offer them, but we didn't have it anymore. Even if
14 I got all those metal folding chairs, I can't sell
15 that for the same ticket price I could sell the
16 cushy airline seat. So, that was the beginning of
17 what I think is the eventual downfall of what
18 Yonder Field was supposed to be.

19 Q. Did Yonder Field end up having events?

20 A. We did. I mean, I imagine if you've
21 put your life savings into something, you would
22 scratch tooth and nail and do whatever you could,
23 you know. So, again, it was 2017, so that was the
24 year of the solar eclipse. So I had to cancel the
25 show in May, so the artists were paid in full. We

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1 | talked about whether I pay my bills. The artists
2 | were paid in full and I cancelled the show and all
3 | the artists I contracted with, I put on shows --
4 | three different shows in the fall.

5 | A solar eclipse festival and two
6 | festivals that were supposed to take place back to
7 | back weekends in October. So now I'm trying to
8 | monetize this thing, keep this thing going, you
9 | know, get to the point where we can prove ourselves
10 | so that we can get back to what we had initially
11 | established as our benchmark of this, you know,
12 | first rate festival.

13 | We even did -- we even started doing
14 | drive-in movies. I don't know if you guys remember
15 | that. We put up a giant movie screen and, you
16 | know, we were doing drive-in movies on the
17 | weekends. Like, I was -- started doing events with
18 | the Orangeburg County Library. We were doing
19 | Christmas festivals. Like, literally was doing
20 | whatever I could to try to reimagine and, you know,
21 | bring in revenue.

22 | MR. HUTTO: Beg the Court's indulgence
23 | for one moment.

24 | Q. Ms. Darr, thank you. I may have more
25 | questions for you --

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1 A. Can I add something? You had asked
2 earlier the last time I spoke to Scott, but we
3 didn't actually talk about the last time I spoke
4 with Scott.

5 Q. Let me -- I'll go back to that. I
6 apologize. What was your last interaction with
7 Scott Suprina like before you got completely
8 cutoff?

9 A. So, I had the meeting with him in May
10 where he oddly offered to loan me my own money.
11 And then I proceeded into the fall with these other
12 events. And we got to October with the two back to
13 back events. And the benefit of that was they
14 shared infrastructure. They shared a lot of the
15 services and the pricing stint stage like barricade
16 fencing. So they both had to happen in order to
17 satisfy all those inner contracts.

18 And we got through the first one and
19 because ticket sales were low, I didn't have the
20 money -- I knew I was not going to have the money
21 to pay the artists' fees for the second one. And
22 that was the only thing holding back this
23 happening. They were all 50 percent paid per their
24 contract. So, I was in a position where -- I'll
25 tell you, a lot of promoters would -- because shows

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1 are settled after the event. The artist plays and
2 then they go collect their check. It doesn't
3 happen beforehand. And there's a lot of promoters
4 who would have let those artists play and had their
5 event and then been like, well, we can't really pay
6 you. And I wasn't about to do that.

7 So I was in a position where I had to
8 call all the agents and say, you're 50 percent
9 paid, can you still come -- will you still come and
10 play? And their response was, well, we could
11 postpone the date to another time and fulfill the
12 contract or we need to be paid in full, you know,
13 to come this weekend. And I called Scott. I
14 called Scott on his cell phone crying. And he
15 picked up and I said, please, will you just give us
16 back the money that you took? I need to pay these
17 artists. I need to have this event. And if I
18 can't do that and I have to cancel this, then I'm
19 not going to be able to move forward. Like this
20 was the last straw for us. This was where it was
21 all going to either happen or not happen. And
22 Scott said one thing to me. He said, your
23 situation is not my problem and hung up. And later
24 that afternoon I had to cancel the show.

25 So, was my dealings with Scott a

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1 | mistake? From day one, yes. I would say without
2 | hesitation that because of the downfall of this
3 | deal with him is why Yonder Field didn't continue
4 | after 2017.

5 | Q. All right. I'm going to leave it at
6 | that for now and I may have more questions for you
7 | following questions from opposing counsel.

8 | THE COURT: All right. We've been
9 | going about an hour and a half, so let's take a
10 | quick break. Let's be back at 11:15.

11 | (WHEREUPON, the jury left the courtroom
12 | at 10:56 a.m.)

13 | (There was a short break.)

14 | (WHEREUPON, Joint Exhibit Number L was
15 | marked and entered.)

16 | THE COURT: Anything else before we get
17 | started?

18 | MR. HUTTO: No, Your Honor.

19 | MR. BRANNON: Not from us.

20 | THE COURT: All right. Ms. Delaine,
21 | we're ready.

22 | THE BAILIFF: Yes, Your Honor.

23 | (WHEREUPON, the jury entered the
24 | courtroom at 11:17 a.m.)

25 | THE COURT: All right. Ladies and

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1 gentlemen, welcome back. We're going to keep
2 going. There's a little bit of weather in the
3 area, so, I'm told, I've never been here during --
4 because I'm relatively new in this job, but never
5 been here when the power went out. But if power
6 goes out, we have a backup generator. It will kick
7 on very shortly. So if the lights go out, don't
8 panic. Just wanted to let everybody know that.
9 But there is some weather out there, hopefully,
10 it's going to move on pretty quick though.

11 All right. Mr. Brannon?

12 MR. BRANNON: May it please the Court?

13 THE COURT: Yes, sir.

14 CROSS-EXAMINATION

15 BY MR. BRANNON:

16 Q. Ms. Darr, good afternoon -- no, good
17 morning. Excuse me, it's still good morning. I'm
18 going to ask you to look at paragraph -- at Exhibit
19 Number 57.

20 Now, near the end of your testimony,
21 your direct testimony, you said that my client kind
22 of insulted you by asking for an additional payment
23 of \$70,000. And you referred to this exhibit as
24 that request; correct?

25 A. Right. But would you like for me to

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1 say what it specifically says for me to --

2 Q. In fact, I'm going to ask you to read
3 it.

4 A. -- qualify my statement --

5 Q. I'm going to ask you to read it.

6 A. So it says, Seating Solutions cannot
7 accept a credit towards Yonder Field's decision to
8 not accept the floor seats. So this was in
9 discussion with me saying, I want to put \$160,000
10 just towards the VIP structure and negotiate seats
11 separately. So they're saying, no, we're not
12 putting 160,000 towards that. The seats -- they're
13 saying the seats cannot be rented elsewhere. The
14 entire deal hinged or was based on them being able
15 to come get the seats at anytime because, you know,
16 business is booming. So --

17 Q. Ma'am, you can say anything you would
18 like to say, but I'd like you to read the paragraph
19 and then maybe go into deeper detail.

20 A. Oh. So Seating Solutions cannot accept
21 a credit for Yonder Field's decision to not accept
22 delivery of the floor seats. The seats cannot be
23 rented elsewhere. Seating Solutions will agree to
24 give Yonder Field a credit of \$70,000 towards a
25 second year rental provided all payments for the

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1 first year rental going forward are on time.
2 Accordingly -- and then it lists 140,000 must be
3 included in the payment schedule. So May, June,
4 July should be 90,000; 102,000; and 92, 140.

5 Q. Right. So your testimony was that my
6 client asked you to pay an additional \$70,000;
7 right?

8 A. They're saying -- so this is the
9 mincing of words here. So they're taking --

10 Q. No. No. No. It's not mincing of
11 words, ma'am.

12 A. I was speaking. The \$160,000 instead
13 of applying all of that towards what we are
14 currently asking them to provide, they're taking 70
15 out of that and they're going to reserve that for
16 next year. So that is additional funds, in my
17 mind.

18 Q. Ma'am, your testimony was that my
19 client asked you to pay him an additional \$70,000;
20 is that correct?

21 A. Right.

22 Q. And what he's saying is, I'll give you
23 a credit of \$70,000 to the next year if you pay
24 what you've already promised to pay; isn't that
25 correct?

STACIE DARR - CROSS-EXAMINATION BY MR. BRANNON

1 A. Right. So they're not --

2 Q. Right.

3 A. -- giving us full credit for the
4 160,000, they're taking 70,000 out of that and
5 reserving it for a future rental. Again, I standby
6 what I've said.

7 Q. Now, ma'am, I promise you that I'm
8 going to go in order here, but there was a few
9 things that I needed to correct or clarify. The
10 artists that you had booked that you had paid 50
11 percent to and then had to cancel the concert after
12 the event, did you get that 50 percent back?

13 A. No. So as I mentioned with the main
14 event that we had to cancel and those artists were
15 paid in full. What happens in those situations
16 and, again, we had fully executed contracts with
17 them, is that there's an opportunity to reschedule.
18 Which is exactly what happened. And that's where
19 the artists came from for our fall events.

20 Now, when we got to this point in
21 October and because of the financial damages we
22 suffered from the loss of the funds that Seating
23 Solutions took, we weren't in a position to where
24 we were going to be able to say, hey, come back in
25 January. There was no rescheduling. Like this was

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1 it. They were going to come and play. Scott was
2 going to give us the money back. Well, that was
3 it. The show was cancelled and the business was
4 folding. It was that dire in a moment situation.

5 Q. So you gave those artists a 50 percent
6 deposit so that you could secure their performance
7 on a specific date; is that correct?

8 A. That's correct. Per the contracts that
9 were fully executed.

10 Q. You gave them a 50 percent deposit to
11 secure their appearance on a specific date; is that
12 correct?

13 A. Yes. That's exactly what was said
14 before.

15 Q. All right. Let's keep that in mind.
16 So, we're going to go through a series of documents
17 here. First one is Plaintiff's -- excuse me,
18 Defense A, Plaintiff's 1. Would you identify what
19 that is please?

20 A. This is the December 12th e-mail from
21 Rob to Scott and -- no, actually -- well, okay.
22 Yeah, it's from Rob to Cameron. Who is, again, the
23 assistant to Scott. I'm assuming this was the
24 initial introduction.

25 Q. Okay. And what does your brother ask

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1 for specifically in that e-mail?

2 A. He says we need seats. He mentions the
3 number 11,000 and then the grandstands for 1,000
4 people.

5 Q. So 12,000 seats; correct?

6 A. That's the number that's in this
7 iteration of the discussion.

8 Q. All right. And from what period of
9 time to what period of time?

10 A. He says the timeframe of our season
11 which is May until August. And then he
12 specifically says, let's talk about rental for
13 weekends. Let's talk about four months. Let's
14 talk about purchasing. So he's saying, based on
15 the operational plan for the venue, it will span
16 those months, but let us know different financial
17 options for different terms of use.

18 Q. I gotcha.

19 A. So he did not say -- well, go ahead.

20 Q. Okay. But we want, according to your
21 brother, 12,000 seats and we want to rent them from
22 May to August; is that correct?

23 A. No. He asked for different cost
24 structures and options based on different terms
25 which would be renting for a weekend only, which

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1 would be a one off use, four month span or
2 purchasing outright. He's asking for options and
3 costs based on those options.

4 Q. Right. And then based on that opening
5 salvo from your brother, Scott and Cameron come and
6 visit you; is that correct?

7 A. I'm not privy to anything that happened
8 in between that, but, yes. December 29th was the
9 date of the visit when they came onsite at Yonder
10 Field.

11 Q. Gotcha. Okay. And let me just look at
12 the bottom, that is Exhibit A, Number 1; is that
13 correct?

14 A. Yes.

15 Q. All right. And based on, again, that
16 was sent by your company to my client's company and
17 then a visit occurred late December, it's the first
18 time you meet Scott; correct?

19 A. Yes.

20 Q. All right. And then after that, a
21 couple of weeks after the person -- in-person
22 visit, you guys receive number -- your Number 1;
23 correct?

24 A. So January 10th, yes.

25 Q. All right. And that's an offer to

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1 provide specific seating for more than one million
2 dollars; isn't it?

3 A. Yes, it is.

4 Q. Is that correct?

5 A. Yes.

6 Q. All right. And that's out of your
7 price range, you can't do that; correct?

8 A. Yes.

9 Q. Okay. So now, with that in mind, let's
10 -- Desert Trip, who put that concert on?

11 A. Goldenvoice who's owned by AEG Live.

12 Q. AEG Live. Okay. Were you working with
13 AEG Live to book acts for your venue?

14 A. No. I worked specifically in
15 operations and production.

16 Q. No. No. Once you started Yonder
17 Field, were you working with AEG to book acts for
18 your venue?

19 A. No, AEG is a promotor. We were
20 self-promoting. We were contacting agents and
21 artists' manager --

22 Q. You weren't trying to use Live Nation?

23 A. We had -- after we had gone down a path
24 -- well, actually, Live Nation was very interested
25 in us. And we met with them when they were the

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1 | reps from Live Nation Carolina. So that
2 | encompasses North and South Carolina. They were
3 | doing a fish show at Charleston Coliseum and we met
4 | with them and discussed what the vision was for our
5 | venue. And, also, I had had previous engagements
6 | with a gentleman who runs Live Nation Country. So
7 | Live Nation Country is the country touring arm and
8 | they also do all the country music festivals for
9 | Live Nation and it's a totally different
10 | department. So not only did I talk to both of them
11 | -- I mean, look, people in this industry were
12 | freaking excited about this. I met with Madison
13 | Square Garden Entertainment, the company that I
14 | came from because they wanted to talk about being
15 | involved. I met with everybody. So...

16 | Q. So did you hope or did you believe that
17 | Live Nation was going to help you book acts for
18 | Yonder Field?

19 | A. It was a concept that we approached
20 | when -- the dealings that I had with Scott, as I
21 | said many times, were on very shaky ground and
22 | could I not solidify the availability of these
23 | seats and this grandstand. I wasn't in a position
24 | to sign these artists' deals. Because I'm not
25 | somebody that's going to sell something that I

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1 can't deliver. Unlike other people would do. And
2 so that was putting in jeopardy everything. So
3 that's when I entertained those conversations. I
4 even talked to Ticketmaster. Who by the way --

5 Q. When were your conversations with Live
6 Nation?

7 A. They were ongoing. I would say they
8 started more in April time. Maybe February, April.

9 Q. February or April of 2017; correct?

10 A. Yes.

11 Q. So before any seating would have been
12 delivered by Scott to your facility?

13 A. Yes. But we've already talked about
14 the January 23rd phone call where I was shaken down
15 for the personal guarantee and told that I'm nobody
16 in this business. So things were not copacetic.
17 And I'm --

18 Q. After you were shaken down by my
19 client's --

20 A. CFO.

21 Q. -- employee, you sent him \$160,100?

22 A. I did and I explained that. Would you
23 like me to explain it yet again?

24 Q. I'm sure the jury remembers.

25 A. I'm happy to. You seem to want to

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1 bring it up.

2 Q. All right. I'm going to ask you to
3 identify this document here, please. It is Exhibit
4 B.

5 A. Okay. This is dated January 4. It's
6 an e-mail from Cameron to me.

7 Q. Okay. And what does Cameron tell you
8 in that document?

9 A. Oh, this was the -- one of the times
10 where they're saying don't trust the cabin company
11 to build your rooftop decks.

12 Q. Right. So in that correspondence, my
13 client has already met with and talked with Green
14 River Log Cabin, is that correct?

15 A. Right. Because they're literally
16 practically next door neighbors. They didn't get
17 on a plane to go do this.

18 Q. Oh, I understand that. But the only
19 reason they would have talked with Green River Log
20 Cabin is in discussions about Yonder Field;
21 correct?

22 A. Yes, but this was to execute Scott's
23 vision for the structure that they couldn't in the
24 end engineer. But, yes. My answer is, yes.

25 Q. Now, ma'am, Scott wouldn't have a

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1 vision about log cabins unless you had told him
2 that you were purchasing log cabins from Green
3 River Log Cabin what you were going to do with
4 them; right?

5 A. I don't understand what you're asking
6 me. Obviously, we were purchasing log cabins.
7 They were initially intended to have rooftop
8 viewing decks and they were to be sold as corporate
9 suites for sponsorship. So, yes, that was always
10 part of the plan.

11 Q. Right. So Scott wouldn't know to talk
12 to Green River unless he had had conversations with
13 you and learned of that from you; correct?

14 A. Yes.

15 Q. All right. And the vision was for
16 these log cabins to sit under the VIP seating;
17 isn't that correct?

18 A. That's what Scott brought to us. His
19 idea to present that concept.

20 Q. And you bought it, didn't you?

21 A. Bought it apparently for \$160,000.

22 Q. But you bought it, didn't you?

23 A. We said it was a good idea. He
24 presented a conceptual drawing that had not been
25 engineered and we said, yes, that would work for

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1 us.

2 Q. All right. And you have said
3 repeatedly that my client has 31,000 of these
4 airline like seats in inventory; correct?

5 A. I said it because it's in e-mails from
6 him.

7 Q. I understand that. I understand that.

8 A. Because it's his fact.

9 Q. Did any of those 31,000 seats sit over
10 a log cabin at Desert Trip?

11 A. No. But the seats at Desert Trip that
12 we were talking about -- and, again, 31,000 seats,
13 we're talking about 12. There were bleacher seats
14 that did have the bravo seats on it. The majority
15 of the seats were bolted into the earth. They were
16 -- and I know in your opening statement you
17 presented it as these seats were these magical
18 custom seats that couldn't go from one venue to the
19 other. They were theater track seats attached to a
20 metal bar --

21 Q. Bolted into the earth --

22 A. -- bolted down.

23 Q. -- in a desert?

24 A. Uh-huh.

25 Q. At your place, they would be sitting on

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1 a metal structure over log cabins; correct?

2 A. No. You want to refer to the other
3 e-mail you showed me where I had the seating plan
4 that's on the floor?

5 Q. I gotcha. I gotcha. Okay. So --

6 A. So, again, it's the same track seat,
7 it's just on a bleacher.

8 Q. This is what, ma'am?

9 A. That was them saying don't trust the
10 cabin company to do your rooftop deck.

11 Q. Because my clients have already talked
12 to Green River Log Cabin; correct?

13 A. Well, they're saying they don't trust
14 them because they don't work in live events. They
15 don't understand codes that --

16 Q. My question was simple. My people have
17 already talked to Green River Log Cabin; correct?

18 A. Yes, but I don't understand what you're
19 implying with the fact that they had a conversation
20 with one of our other vendors.

21 Q. Okay. Now, I'm going to show you what
22 is Exhibit C. Would you -- I'd like you to read
23 that -- both paragraphs of that e-mail, please.

24 A. So this is dated January 18th. So this
25 is well after -- we've already seen the million

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1 | dollar pricing, I'd just like to put it in context.
2 | The part you circled said, Stacie -- that's how it
3 | begins, but this is from Scott to me. I want to
4 | let you know the reason I'm being pushy is this a
5 | great deal of product that will be tied up for a
6 | long period of time and I need to know if I will or
7 | will not have it available for other clients. Do
8 | you want me to read the whole thing?

9 | Q. I actually wanted you to read both
10 | paragraphs, please.

11 | A. Oh. Hope all is well. I left you a
12 | voicemail as well, but I wanted to have a phone
13 | call tomorrow so we can discuss this opportunity
14 | and the current update. I believe -- oh, wait. I
15 | believe I have found a way to get 12,000 seats
16 | without stretching your budget too far. I'll be
17 | leaving for California Friday. I hope we can
18 | discuss before I leave so I know which way you're
19 | going.

20 | And then this second paragraph which I
21 | just begun. I wanted to let you know the reason
22 | I'm being pushy is this is a great deal of product
23 | that will be tied up for a long period of time and
24 | I need to know now if I will or will not have it
25 | available for other clients. He was always

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1 available for other clients, we established that on
2 January 12th, this is January 18th. So this is
3 post that. Sorry, that's my side bar.

4 I'm hopeful we can work together on
5 this project and see this as a great opportunity.
6 You call me on my cell anytime. Lists his cell
7 phone number. If you need time, please let me know
8 when we will know -- I don't understand any of
9 that.

10 Q. All right. But you get an e-mail or
11 excuse me, a written quote from Mr. Suprina's
12 company 1.2 something million dollars; correct?

13 A. Uh-huh.

14 Q. And now --

15 MS. SPIRES: Is that a, "yes"?

16 A. Oh, yes. Pardon.

17 Q. One thing that I think maybe we need to
18 clarify for the jury. There were e-mails,
19 obviously, hundreds of e-mails, but there were also
20 phone conversations between you and Scott; correct?

21 A. Most of the communication with Scott --
22 most of my communication, let me say this, was
23 primarily with Cameron. And what was odd is there
24 were e-mails with Scott, but a lot of times it was
25 a letter from Scott that came as an attachment to

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1 Cameron's e-mail. It was a variety of
2 communication, yes.

3 Q. And some of those were phone calls; is
4 that correct?

5 A. Yes.

6 Q. So, the exhibit that you just read,
7 that is my client acknowledging that you can't do
8 the 1.2 million, but I can come up with another
9 proposal that will meet your financial abilities;
10 is that correct?

11 A. Right. And that's when we get into the
12 whole game of, well, I can give you this many of
13 the nice seats and this many of the plastic seats
14 and flip seats. And then just becomes this moving
15 target of, okay, well, how do I monetize that?
16 What are you actually delivering?

17 Q. Okay. So what's the date and time on
18 that document there?

19 A. That is January 18, 10:10 p.m. Well,
20 that's my response. You want to date of his?

21 Q. Yeah, please.

22 A. Oh, he, 6:13 p.m., January 18th.

23 Q. So both of those are on the 18th; is
24 that correct?

25 A. Oh, yes.

STACIE DARR - CROSS-EXAMINATION BY MR. BRANNON

1 Q. Now, the jury has seen this document on
2 a number of occasions. When I ask you to identify
3 it and then read it, please.

4 A. Okay. So this is the same one that we
5 saw on the monitor earlier --

6 Q. Excuse me, I'm sorry. That is Exhibit
7 D. 4/D, yes. Forgive me.

8 A. So you've already seen this multiple
9 times. It's me proposing and focussing
10 specifically on the payment terms.

11 Q. Okay. But that's your e-mail; correct?
12 You're sending that e-mail; correct?

13 A. Yes.

14 Q. And what are the amounts that you set
15 out?

16 A. Do you want me to read each individual
17 payment?

18 Q. Yeah.

19 A. January 23rd, 35,000; February 15th,
20 50,000; March 1st, 50,000; April 1st, 50,000; total
21 of 185. And then subsequent payments June, July,
22 August, September all for 80,000; October 1st, 75;
23 November 1st remaining balance.

24 Q. Okay. And that is a payment plan that
25 you came up with; is that correct?

STACIE DARR - CROSS-EXAMINATION BY MR. BRANNON

1 A. Right. So this is specifically --
2 again, focussing on the payment piece of things
3 because there's this moving target of what are they
4 actually going to deliver and is it what we
5 originally asked for.

6 Q. Right.

7 A. But --

8 Q. Okay. I'm sorry. Forgive me.

9 A. No, it's all wrapped around the
10 conversation of this personal guarantee that
11 they're demanding we sign and me trying to come to
12 some kind of arrangement financially that they're
13 going to be comfortable with so we can finally
14 finalize the other points of the deal.

15 Q. Okay. And, ma'am, when did you send
16 out your first advertisement regarding your venue
17 to the industry?

18 A. I'm not sure. It would have been early
19 January.

20 Q. Early January. And in your initial
21 advertisement, what did you describe as your
22 seating or the appearance of the venue?

23 A. Well, so you're saying advertisement
24 which to me means something we would release
25 publicly to the market. At this point, I believe I

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1 was just sending communications with agents and
2 managers, so I'm a little confused by your term
3 "advertisement," if you'd like to clarify that.

4 Q. What did you send out in early January?

5 A. I sent out e-mails to artists and to
6 managers -- or agents, not artists. And -- saying
7 this is the venues we're going to build. These are
8 the renderings. We had a marketing video that we
9 did to showcase the concept and it included the
10 Desert Trip seats. These seats from this event
11 that everybody was well familiar with that that was
12 going to be part of our project.

13 Q. Okay. All right. So you sent out in
14 early January pictures of the seats that --

15 A. Well, I don't know if it was early
16 January or mid January or late January because I'm
17 not familiar with the specific dates of it. But I
18 imagine by this time I was well into negotiation
19 for us, yes.

20 Q. And, ma'am, I'm only using -- you said
21 early January, I'm not trying to twist it, okay?

22 A. And I'm just saying, I don't know
23 specifically --

24 Q. In January you had sent out information
25 to the agents for these acts indicating that you

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1 | were going to have seating like that that was at
2 | Desert Trip; correct?

3 | A. Yes.

4 | Q. Okay. Why would you send that out if
5 | you didn't have an agreement?

6 | A. Because the hand holding, the
7 | schmoozing, the kum by ya that we're going to come
8 | to an agreement on this. Please, let us be --
9 | folding chairs -- folding chairs are not the
10 | answer. We're going to come to an agreement on
11 | this. We're going to make this work. And that was
12 | the constant communication from Scott and me
13 | wanting to believe that --

14 | Q. Now, wait a minute. Wait a minute
15 | because on --

16 | A. -- he's a man of his word.

17 | Q. -- January 23rd, you got shook down by
18 | his employer?

19 | A. You're talking about early January.

20 | Q. Okay. Ma'am, we're talking about all
21 | of this in a short period of time --

22 | (They are talking over each other.)

23 | Now, wait a minute. Wait a minute. I
24 | don't know --

25 | THE COURT: Whoa. Whoa. Whoa. Whoa.

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1 We're not going to talk over each other. If she's
2 still answering the question, you answer it and
3 then don't interrupt him while he's asking a
4 question, okay?

5 MS. DARR: Yes, sir.

6 THE COURT: All right.

7 Q. I asked you when you first sent out
8 advertisement and you said early January. Then
9 later you hedged that in saying, well, I don't know
10 if it was middle January or late January. So I
11 don't know what time period we're talking about
12 that you sent out pictures or information
13 suggesting seats that were used at Desert Trip.
14 When were those pictures sent out?

15 A. Let's call it early January if that
16 makes you feel better. But, yes, that did happen
17 in January and it was always a keystone of the
18 project is to have the elevated seating in and not
19 elevated like this, but the first class VIP seat
20 available to the --

21 Q. But in truth you were getting elevated
22 in both senses of the word, elevated in quality and
23 elevated in height too; correct?

24 A. I mean, if you're talking about VIP
25 structure, yes.

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1 Q. There you go. All right.

2 A. The majority of the seats were on the
3 ground.

4 MR. BRANNON: Beg the Court's
5 indulgence.

6 THE COURT: Yes, sir.

7 Q. All right. Again, ma'am, and just --
8 these were your prices; correct?

9 A. That was an e-mail that I sent, yes.

10 Q. Okay. All right. And on January 26th,
11 you sent a payment of how much money?

12 A. 37, I believe.

13 Q. 37 --

14 A. 37,000.

15 Q. Okay. And what's the difference
16 between the 35,000 that you set forth in your
17 payment schedule and the 37,100?

18 A. They wrote back before I was sending it
19 and said don't forget the tax.

20 Q. The tax. So you paid tax; right?
21 Right?

22 A. Yes.

23 Q. So, if -- when does one pay taxes?

24 A. When a transaction takes place that's
25 taxable.

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1 Q. When you buy something; right?

2 A. Well, the whole deal at the end would
3 have been taxable. So paying a portion of the
4 taxes as we pay incremental payments is not out of
5 line. Whenever I --

6 Q. Whenever you are buying something;
7 correct?

8 A. I was not buying something. Rental
9 agreement, everything says rental agreement.

10 Q. Whoa. Whoa. Whoa. Wait a minute.

11 A. I wasn't buying anything. At the end
12 of this, I would have owned nothing.

13 MR. BRANNON: Your Honor, approach?

14 THE COURT: Yes, sir.

15 MR. BRANNON: Transcript of a
16 deposition.

17 THE COURT: Okay.

18 Q. Ma'am, I'm going to hand that to you.
19 That's your deposition transcript. Please turn to
20 page 34. And, ma'am, that's a condensed document,
21 so you actually have four pages on each page. May
22 I approach you without offending?

23 A. Oh, I understand. Yeah, I gotcha.

24 Q. Yeah, so I'm looking for the little
25 page number on yours, okay?

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1 A. Okay.

2 Q. Again, page 34, right at the very
3 bottom. Have you found it?

4 A. Yes, but I'm reading what's prior to it
5 to make sure I understand the context of what
6 you're actually asking me.

7 Q. That would be great. I'm asking if you
8 would start at line 23. That would be the question
9 that was asked.

10 A. What do you think you were getting for
11 the money you paid?

12 Q. And what was your answer, please?

13 A. We were getting the opportunity to use
14 the seats. We talked about storing them on the
15 property instead of at his warehouse. But outside
16 of when we needed them, he had to understand as
17 well, for festivals of this magnitude, we can't do
18 it every weekend, it would be more like once a
19 month because of the degradation of the land and
20 the land is the star of the show. So that's why I
21 could only ever do at most 10 shows maybe 12 a year
22 based on weather. So we -- us having these locked
23 down for six month period is just never a
24 conversation that happened.

25 Q. Right. Ma'am, that last 20 seconds of

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1 your answer was just ramble. The question was,
2 what were you buying with the money that you sent;
3 correct? What did you think you were getting for
4 the money you sent; correct?

5 A. The opportunity to use the seats -- the
6 rental for a specific period of time --

7 Q. Ma'am, you don't get to change the
8 words. What was your answer in your deposition?

9 A. I said that. We're getting the
10 opportunity to use the seats.

11 Q. There you go. Okay. So you bought the
12 opportunity to use the seats with a partial
13 payment. You made a partial payment to buy the
14 opportunity, didn't you?

15 A. Yes. Per a rental contract.

16 Q. Okay. We're going to come back to that
17 so I'll just ask you to hold on to it, okay.

18 All right. So, on January 20, 2017 at
19 6:07 p.m., you send this payment schedule to Scott
20 Suprina; correct?

21 A. Yes.

22 Q. And you actually make a payment towards
23 that, you make more than one, but you make the
24 initial January 23rd payment on January 26th
25 including tax, didn't you?

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1 A. Yes.

2 Q. Okay. Now, this is difficult to read,
3 I understand it. Parts of it are anyway. I'm
4 going to ask you to look at Exhibit E or Number 5.

5 A. I just want to clarify. In our
6 business when you rent equipment, you pay tax on
7 it. That's standard. So I'm not sure where you're
8 going with that. Which part do you want me to
9 read?

10 Q. I want you to read the whole thing.

11 A. Well, it's most illegible. Attached is
12 an invoice, I can't read any of that.

13 Q. Okay. It's interesting because you did
14 read it for your lawyer?

15 A. No, I didn't.

16 Q. Well, let's read the parts --

17 A. This wasn't presented to me by my
18 lawyer, so I just want to clarify that.

19 Q. Let's read the parts of it that you can
20 read.

21 A. Hi Cameron, put those terms into a
22 quote or invoice that I can sign and send back and
23 then we can process the wire. Again, in the
24 context of specifically talking about payment terms
25 in the atmosphere of being pressured for a personal

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1 | guarantee.

2 | Q. Okay. All right. And did Cameron put
3 | those terms into a quote?

4 | A. He put them into a template, a quote
5 | template, apparently with your letterhead on it --
6 | with Seating Solutions' letterhead on it.

7 | Q. All right. Now, I understand that you
8 | -- these are stapled together. These are stapled
9 | together, but you say they're not the same document
10 | and I'm not arguing that point with you.

11 | A. Exactly.

12 | Q. All right.

13 | A. They never traveled together in the
14 | same car.

15 | Q. Okay. Please read the line that you
16 | read just a minute ago, Cameron, can you.

17 | A. Yes. Put these into a quote or an
18 | invoice, I'll sign and send it back and process a
19 | wire.

20 | Q. Okay. So what's the first page say at
21 | the top?

22 | A. The first page that's not associated to
23 | what we're discussing?

24 | Q. Yeah.

25 | A. Thank you for your interest in allowing

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1 --

2 Q. No, what's it called? What's it
3 called?

4 A. Quote.

5 Q. Quote. Okay. What did you ask him to
6 provide?

7 A. This was what he provided. These were
8 not together.

9 Q. Ma'am, what's the date on that?

10 A. This one doesn't have a date on it,
11 sir.

12 Q. All right. So, what's the name, what's
13 that title of that document?

14 A. This one?

15 Q. Yes.

16 A. It has pricing in it and he calls it a
17 quote. That is not what I signed. I signed
18 something specifically to payment terms. So your
19 hedging of terms is ineffective here. Sorry.

20 Q. The e-mail that you just sent to
21 Cameron that you read said send me a quote;
22 correct?

23 A. Uh-huh.

24 Q. Ma'am, what is that document?

25 A. This was not attached to that.

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1 Q. Ma'am, what is that document?

2 A. It's a document that's not in reference
3 to the e-mail you're asking me to discuss right
4 now. And I'm telling you it's not. And if you ask
5 me five times, I'll tell you all five times, this
6 is -- was not in association with this no matter
7 how many -- you can staple 10 staples across the
8 top, they are not part and partial of the same
9 documentation.

10 Q. What is the title of the document that
11 you have in that hand?

12 A. Can I pull them apart?

13 Q. No, ma'am. What is the title of the
14 document?

15 A. This is a quote of the document. The
16 first page, that's not associated with the second
17 page, also says quote.

18 Q. Okay.

19 A. So --

20 Q. Ma'am, what is -- there's a total price
21 on that document that you have argued with me that
22 says quote at the top. There is a total price,
23 what is it?

24 A. There's not a price at the top, but I
25 know what you want me to say.

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1 Q. There is a total price at the --

2 A. Total price is \$580,000.

3 Q. Okay. I'm going to ask you to look at
4 Exhibit D. Again, these are prices that you --
5 this is the --

6 A. I would like to refer back to that.

7 Q. That's D; correct?

8 A. Yes. It's the same document we've
9 seen.

10 Q. Right. That's the payment schedule
11 that you came up with; right?

12 A. Yes.

13 Q. What's the total on your payment
14 schedule?

15 A. The payment schedule total is 580.

16 Q. 580. Again, the quote that you've
17 argued with me about, what's the total in it?

18 A. There's no date only this quote.

19 Q. Okay. Ma'am --

20 A. So I can't tell you when it was and
21 wasn't. And even though the totals match, that
22 doesn't mean that I'm signing every term that's on
23 this unassociated piece of paper. If it were, and
24 I can tell you, the blank for this that I've edited
25 and sent back had a contract attached to it and it

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1 was the full contract with signatures. So if all I
2 needed was to sign this, what's the sense in
3 sending me the other document if this was some
4 fully binding -- sorry. If this was some fully
5 binding all encompassing deal sheet, why the other
6 piece of paper? Which, by the way, they're not
7 presenting. They're presenting something else in
8 guise of the contract that was actually attached to
9 the e-mail.

10 Q. Ma'am, would you just answer my
11 question?

12 A. I did. It says, quote.

13 Q. What is the total on the bottom of that
14 document?

15 A. 580.

16 Q. 580. So you said to Cameron, can we
17 deal with this payment schedule that totals
18 \$580,000; right?

19 A. Yes.

20 Q. And you set forth a \$35,000 initial
21 payment and you made it, didn't you?

22 A. Yes. Based on a single solitary sheet
23 of paper that only lists payment terms in the hopes
24 that the rest of the terms which were not yet in
25 agreement to could finally be hammered out and

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1 | agreed to.

2 | Q. Okay. Now, let's say that you're 100
3 | percent right and the second page of that stapled
4 | together document has no relation to the first page
5 | of that stapled together document. Does it have
6 | your signature on it?

7 | A. It does.

8 | Q. Ma'am, what does your signature mean?

9 | A. My signature means that this is what I
10 | would agree to. However --

11 | Q. Okay. Okay. Okay. Where you could
12 | agree to --

13 | A. Sir, could I please finish my thought
14 | here, please?

15 | THE COURT: Mr. Brannon, she can finish
16 | answering the question.

17 | A. My signature indicates that I agreed to
18 | these terms which by the way are edited to what was
19 | sent to me. And there's two subsequent e-mails
20 | from the time I signed and sent this with further
21 | edits as to change of delivery dates of payment and
22 | addition of additional tax. And the question of
23 | whether those tax are due. There was never a
24 | document that fully listed exactly what we were
25 | going to agree to that both parties signed. This

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1 was me just trying to move this conversation
2 forward.

3 Q. Ma'am, the second document with your
4 signature on it, how much did you sign that you
5 would pay?

6 A. I mean, well, the 580.

7 Q. \$580,000 with your signature on it; is
8 that correct; ma'am?

9 A. Yes.

10 Q. So on January 23, I believe you sent
11 Cameron an e-mail that says I will pay these
12 payments totalling 580, send me a quote and I'll
13 sign it. You get a quote somewhere, you don't like
14 it, but then you sign a document that says I'll pay
15 \$580,000; correct?

16 A. Right. Now let me remind you, this was
17 on January 24th. January 23rd was the phone call I
18 indicated with the CFO where he completely tore me
19 apart and was absolutely condescending. And then
20 rush in Cameron and Scott, please still work with
21 us. Please let's do this. We promise for your
22 partner on this. Let's please move forward. And
23 this is me trying to say, keeping all my oars in
24 the water, I'll make the payment. Let me put
25 together a schedule. Let's at least agree on that.

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1 And then subsequent to the 24th and subsequent to
2 my payment of the 26th, we continue to get hounded,
3 where's our money? Give us our money. And just
4 this mafioso attitude without still any concrete
5 solidification of terms --

6 Q. Well, let's clarify something --

7 A. -- quantities or dates.

8 THE COURT: Don't cut her off,
9 Mr. Brannon.

10 Q. Let's clarify something. You made the
11 January payment in full; correct?

12 A. Uh-huh.

13 Q. You made the February payment in full;
14 correct?

15 A. Uh-huh.

16 MS. SPIRES: Is that a, "yes"?

17 A. Yes. Sorry.

18 Q. The third payment you didn't make in
19 full, did you?

20 A. The \$70,000 payment?

21 Q. Yeah.

22 A. I don't remember. Again, these were
23 all terms that were --

24 Q. Ma'am, look at your document. You made
25 the schedule --

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1 A. Again, you're cutting me off. These
2 were all terms that were still in flux. So you're
3 holding me to something that was never mutually --

4 Q. I'm holding you to something you
5 signed?

6 A. Right. That was never mutually agreed
7 upon. So we can't exist in a vacuum. There's two
8 parties to any kind of deal.

9 Q. Did my client cash your first check?

10 A. Well, it was a wire. He doesn't cash a
11 check.

12 Q. Did he take your money?

13 A. Absolutely he took my money.

14 Q. So he accepted your offer, didn't he?

15 A. It's not accepting an offer because
16 there's no contract in place. There's a financial
17 term which I worked toward an agreement on we never
18 reached. And then there's the other pieces of the
19 contract which I mentioned multiple times the terms
20 and then also what are we getting for that which
21 again we never agreed on.

22 Q. So --

23 A. So, we can focus on this, but this is a
24 moment in time of something that's fluid and a
25 moving target.

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1 Q. Okay. Let's go back to the e-mail that
2 you sent to Cameron.

3 A. Okay.

4 Q. Okay. When's the first payment due?

5 A. January 23rd.

6 Q. Did you make it?

7 A. I made it on --

8 Q. On the 26th; right?

9 A. Yes. And I'll remind you that all the
10 documents you sent said everything was null and
11 void if not paid by the 23rd. So everybody here is
12 operating outside of a contract, outside of a
13 binding deal.

14 Q. Ma'am, did you agree to pay them
15 \$35,000 on or about January 23rd of 2017?

16 A. I sent an e-mail suggesting that this
17 was something I would be agreeable to.

18 Q. Okay. All right. And did you make
19 that payment?

20 A. I made a payment on the 26th for that
21 plus tax.

22 Q. Okay. You made a payment in February I
23 believe on the 14th too; is that correct?

24 A. Yes.

25 Q. How much was the payment that you made

STACIE DARR - CROSS-EXAMINATION BY MR. BRANNON

1 in February?

2 A. I'd have to be reminded.

3 Q. Okay. Well, what did you tell --

4 A. This says 50,000.

5 Q. Okay. All right. You made that
6 payment in full, didn't you?

7 A. Yes.

8 Q. Okay. What did you say you would pay
9 in March?

10 A. This says 50,000, but we wired 70,000,
11 so I'm not sure. Again, ongoing conversations,
12 that's why things are changing. So this says 50,
13 we wired 70, I'd have to go back and review why.

14 Q. Now, let's look at the next document,
15 ma'am, the one that Cameron sent back to you.

16 A. Which one?

17 Q. Forgive me.

18 A. This one?

19 Q. Yeah, that one there. Tell me what
20 those payments are.

21 A. It is January 25th for 3700; February
22 15th for 53; March 1st for 106.

23 Q. Okay. And that's the document you
24 signed, isn't it, ma'am?

25 A. It's the document I signed for the next

STACIE DARR - CROSS-EXAMINATION BY MR. BRANNON

1 iteration of this ongoing conversation.

2 Q. Right. But that's the document that
3 you signed. You made the first payment in full
4 including tax. You made the second payment in full
5 including tax. But you were short \$36,000 in the
6 March payment, weren't you?

7 A. Well, I'd have to understand the
8 context around the payments because over here it's
9 only supposed to be 50. And, in fact, if you --
10 let me see if this actually says it. In the
11 contract that rode with this, which again is not
12 this piece of paper, there's a contract they
13 haven't presented, specifically says deposit at the
14 top, \$37,100.

15 So we're talking about payments and
16 when they're due and all that. There's multiple
17 versions of what's going to be paid when. Still,
18 we're not landing on an agreement, but I'm moving
19 forward in good faith trying to keep this on the
20 tracks.

21 Q. Okay. When did my client's employees
22 begin to start pushing for their money?

23 A. Well, the call I had with Marc Palker,
24 I know specifically the date of that was the 23rd.
25 But he had already been in communication with our

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1 VP of finance.

2 Q. Right. But, ma'am, my clients didn't
3 begin to hound you for money or request payment of
4 their money until after you shorted them \$36,000 in
5 March?

6 A. That's absolutely untrue. Whole
7 heartedly blank face untrue.

8 Q. Okay. Can I have those back, please,
9 except for the transcript. I'm going to let you
10 hold on to that. Can we look at this here?

11 A. And just to finish that thought.

12 MR. BRANNON: Your Honor, I object.
13 She's --

14 A. After the last payment that was
15 shorted, that was in March. We were being hounded
16 ask early as January. That's when these
17 conversations, this shakedown was happening. Three
18 months later was when we stopped paying. Sorry. I
19 felt that needed clarification.

20 Q. What is that e-mail there?

21 A. So this is dated January 26th. And
22 it's an e-mail -- well, it's a couple of e-mails
23 between me and Cameron.

24 Q. Okay. Can you read that, the full body
25 of the e-mails?

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1 A. Stacie, can we agree on October 3rd for
2 a final payment of 10 percent? We notice doing
3 research that Bowman, South Carolina is subject to
4 specialty taxes of one percent on top of the six
5 percent tax. Please confirm so we can adjust
6 invoices.

7 Q. Okay. So now there's an important date
8 in that. October 3rd would have been your final
9 payment; correct?

10 A. Per this request, yes.

11 Q. Well, for the rental of seats, for the
12 opportunity to rent seats in 2017 from Seating
13 Solutions, your final obligation to pay would have
14 been October 3rd; is that correct?

15 A. Per this, yes.

16 Q. Okay. All right. Per that. Can I get
17 you to read or look at what has been marked as K --
18 excuse me, letter L or Number 5. Start at the top
19 with your response.

20 A. Working to see what we can do -- to see
21 if we can get that waived for year one. So that's
22 again, going about the taxes and the taxes still
23 being up in the air.

24 Q. So wait a minute. Let's go back. I'm
25 not trying to interrupt. Cameron had two concerns;

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1 correct?

2 A. Uh-huh.

3 Q. Okay. What were the two concerns he
4 had?

5 A. He wanted to change the payment date
6 and we wanted to discuss the taxes and the
7 appropriate taxes.

8 Q. Okay. And your response, please?

9 A. I said, I'm working on the taxes and
10 seeing if we could possibly get them waived. I
11 said I can agree on October 3rd.

12 Q. Okay. So we're talking now about your
13 final payment. You've agreed now to October the
14 3rd; correct?

15 A. Right. But that's not what I signed.
16 We still don't have a signed agreement where
17 everyone has come to agreement on payment terms.

18 Q. We've agreed to October 3rd and you're
19 working to waive taxes owed to Orangeburg County;
20 correct?

21 A. Right. That's what this says.

22 Q. All right. Talk to me about what is
23 Exhibit I or Number 9. Tell me what that is.

24 A. This is dated March 23rd. It's an
25 e-mail from me to Scott. So this is the one where

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1 I asked him can we just get the VIP structure and I
2 proposed putting \$160,000 towards that and
3 subsequently discussing a seat rental and altering
4 what that would be. So trying to, again, to keep
5 moving some kind of deal forward because we can't
6 seem to land in one space.

7 Q. Okay. Just read your e-mail, please.

8 A. We would still -- start there? We
9 would still have the VIP grandstand and elevated
10 seating prior to May 27th. We would not need
11 reserved seats most likely until August. The
12 timeframe may move up, but we're -- let's start
13 planning for August. What I propose is to put the
14 money that we have paid to date, the 160,100
15 towards the cost of the VIP grandstands alone. The
16 price for the grandstands is 230,000 plus tax,
17 246,100. That leaves a balance of 86,000 or
18 however you wish to break out additional taxes and
19 apply it towards payments. Which is standard, you
20 pay tax on a rental.

21 Q. Right. So --

22 A. Would you be open to an April 1st
23 payment of 24,475, that leaves 25 percent balance,
24 61,525 on the grandstands. We pay as follows. Do
25 you want me to keep going?

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1 Q. So let's go back. You start off by
2 saying we do not need the floor seating; correct?

3 A. Right. So here we are at March 23rd
4 and as I explained --

5 Q. Okay.

6 A. Can I explain why we don't need it?

7 Q. Please just answer my questions. You
8 said we don't need the floor seating; correct?

9 A. I did, but I should put that in the
10 context of why we no longer need it. Is that
11 allowable?

12 Q. I'd rather you just answer my
13 questions.

14 A. You'd rather I not defend my statement?

15 Q. I'd rather you answer my questions.
16 Did you withdraw your need for floor seating?

17 A. I did, but I would like to specifically
18 qualify why this e-mail was sent --

19 Q. Okay. So you did withdraw the floor
20 seating --

21 THE COURT: Mr. Brannon, she can answer
22 your question and then explain herself.

23 MR. BRANNON: Yes, sir.

24 A. Okay. The reason why we no longer
25 needed those seats was because we weren't able to

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1 solidify any of the booking deals we had put out
2 because we had zero confidence in the delivery of
3 those seats. And as I explained, I'm already out
4 160,000, I can't ink a deal with an artist for up
5 to one million dollars on something that he's not
6 going to deliver.

7 So that's why we had to restructure
8 everything that we were doing and try to do what we
9 could. And at that point, what we could was still
10 charge for the 1,000 VIP seats and try to monetize
11 that with B or C level artists. And that was the
12 new plan for the May 27th show. More tier artists,
13 general admission tickets, VIP stands. That's what
14 brought us to this e-mail.

15 Q. Okay. Ma'am, you clearly knew what
16 floor seating you were going to get before the date
17 of that e-mail because you withdrew your request
18 for it, didn't you?

19 A. My request was for an extended period
20 of time. And the actual quantities and the types
21 of seat. I want to keep reiterating. Now they've
22 introduced not the plush VIP seats from Bonnaroo --
23 from Desert Trip, now they was trying to
24 supplement, well, let's put in these other lower
25 grade seats. So what I'm guessing is, in the

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1 background Scott's selling off all these other
2 seats. Which is fine, we don't have a contract
3 yet.

4 But he's now substituting lower grade
5 seats and I keep having to change my financial
6 models based on that. We never landed anywhere.
7 We never agreed on anything. Quantity wise,
8 delivery date wise, and what exactly other than
9 what I might be willing to pay. But never at the
10 point where we agreed on what he was willing to do.

11 Q. Okay. That's an e-mail from you to
12 Scott; right?

13 A. Right.

14 Q. You withdraw your request for floor
15 seating, don't you?

16 A. Yes.

17 Q. You knew what you were getting?

18 A. Can I just also add, the floor seating
19 that he was always able to come get and rent
20 outside of what we were doing, we never had any
21 lock and key on those seats. They were always
22 available to him to use if he had the need for
23 them.

24 Q. Okay. Now I'm going to ask you --

25 A. So, now I'm just withdrawing my need

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1 and he still has the same blanket use of them as he
2 always had.

3 Q. You've said a lot of words but you
4 haven't answered my question. You knew what you
5 were getting, you withdrew your request for floor
6 seating, you knew what floor seating you were going
7 to get, didn't you?

8 A. I knew that we had an ongoing
9 conversation for a number of seats.

10 Q. For a number of seats?

11 A. That was -- that was some type of
12 combination of two different types of seats. One
13 of them not being what we originally requested.
14 This was Scott's moving around what they were
15 offering to try to meet my budget. Which is fine.
16 My budget was my budget, but it wasn't what we
17 initially expected.

18 Q. So you're suggesting to these 14 people
19 that you withdrew your request for some -- a
20 amorphous type of floor seating then; is that
21 correct?

22 A. For the seats that we had in the
23 drawing, you saw drawings of the layouts of seats.

24 Q. So you knew exactly what you were going
25 to get, didn't you?

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1 A. We didn't know when we were going to
2 get it, the number of times --

3 Q. Ma'am, that's not the question.

4 A. -- and what combination of seats they
5 would be. And by the way, it's a three tiered
6 thing. It's the payments, it's the quantity and
7 dates and it's the terms. We never agreed to the
8 terms. So even if you want to shoehorn me into
9 saying I agreed to quantities and that that was
10 something that we had a verbal handshake on, we
11 never agreed on terms. We never at any point where
12 at a meeting of the minds on all these things. And
13 that's why I had to restructure the financial
14 aspects of my business and change the show.

15 THE COURT: Ms. Darr, I've made it very
16 clear to Mr. Brannon that you can explain your
17 answers, but I'm going to ask you to answer his
18 question and then you can feel free to talk all --
19 as long as you need to answer it or to explain it,
20 but I'm going to ask you to answer his question
21 when he asks it please.

22 MS. DARR: Understood, yes, sir.

23 THE COURT: Thank you.

24 Q. Ma'am, I'm not trying to shoehorn you
25 into anything. You knew what seats you were

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1 getting, didn't you?

2 A. I knew the discussions that were
3 ongoing.

4 Q. All right. Read the next line.

5 A. For the seats, we want to -- that part?

6 Q. I want you to talk about the VIP seats.
7 You've withdrawn your request for floor seating?

8 A. I just read all of that. You want me
9 to read it all again?

10 Q. I want to talk about --

11 A. I want to propose that we put the money
12 paid to date, the 160,100 towards the cost of the
13 VIP grandstand alone.

14 Q. Okay. Let's talk about the VIP
15 grandstand alone. Do you know exactly what you're
16 getting?

17 A. I know that he provided a very nice
18 drawing of a concept.

19 Q. So you knew what you were getting?

20 A. They attempted to engineer and failed
21 to do.

22 Q. You knew what you were getting, didn't
23 you?

24 A. I knew the pretty drawing that he
25 presented us.

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1 Q. So the answer is, yes; correct?

2 A. Yes. And that's why I'm saying, let's
3 focus on that. Not as you call it the amorphous
4 seats, let's focus on that.

5 Q. Right. Okay. So you knew what floor
6 seats you were going to get, you withdraw that
7 request, you knew what VIP seats you were going to
8 get; correct?

9 A. For the structure, yes. I know the
10 drawing they presented to us that --

11 Q. And you knew the payment schedule,
12 didn't you? You created it?

13 A. I created a version of it.

14 Q. Okay. And you paid payments towards
15 it; correct?

16 A. I made good faith prepayments towards a
17 rental that was still in negotiation --

18 Q. You made deposits, didn't you?

19 A. No, I didn't make deposits.

20 THE COURT: Mr. Brannon, don't cut her
21 off.

22 Q. Ma'am, I'm going to use your word. You
23 made deposits, didn't you?

24 A. When is that my word? And even though
25 you want to call it a deposit, at no time does that

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1 indicate you're allowed to keep it. Right.

2 Q. Ma'am, what's the title under the list
3 of payments right there?

4 A. Right. I said the word deposit.

5 Q. You said the word deposit. On what
6 date?

7 A. That was January 20th.

8 Q. Ma'am, this is direct out of
9 Merriam-Webster's dictionary. It's the definition
10 -- it's the definition of deposit. You can read
11 the entire definition if you'd like. I'd like you
12 to read the noun definition. But, again, you can
13 read the entire definition if you'd like.

14 A. The state of being deposited.
15 Something placed for safekeeping, such as money
16 deposited in a bank. Making a deposit or
17 withdrawal of \$3,000. Wait, what? Money deposited
18 in a bank, making a deposit or a withdrawal, a
19 deposit of \$3,000. I don't understand that. Money
20 given as a pledge or a down payment, put down a
21 deposit on a new house. A place of a deposit:
22 Depository; an act of laying or putting something
23 or someone down; an act of depositing; a deposit of
24 boulders by ancient glaciers.

25 Q. Okay. You've read it all?

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1 A. Uh-huh.

2 Q. It says -- wherever you read it at.

3 A. It's in the middle of that page. It's
4 in the headliner.

5 Q. Money given as a pledge or a down
6 payment. That's Webster's dictionary for deposit;
7 correct?

8 A. That's what you had me read, yes.

9 Q. Okay. And that's your word, isn't it?

10 A. Right. But I don't see anything about
11 forfeiture in that definition.

12 Q. Well, let me ask you something. You
13 didn't confuse Scott with a bank, did you?

14 A. What is that supposed to mean?

15 Q. Well, I mean, if one of the definitions
16 is a deposit into a bank for safe keeping, you
17 didn't confuse him with Scott National Bank, did
18 you?

19 A. No. But if I go to a developer to
20 build a house and I put a deposit down on that
21 house and then they walked away from the project,
22 they don't get to keep my money. They didn't
23 deliver the house.

24 Q. But if you put a deposit down on the
25 house and then you don't make the next payment, you

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1 | don't get the house either, do you?

2 | A. Because everything was falling apart
3 | with their negotiations based on their treatment of
4 | us and our lack of confidence in their delivery, if
5 | anything.

6 | Q. Ma'am, you made a pledge for the
7 | opportunity to rent his seats, didn't you?

8 | A. That was what was discussed, a rental
9 | contract. A pledge? I'm confused by your word
10 | "pledge" if you're trying to liken that with
11 | deposit. Is that what you're saying?

12 | Q. I'm just using Webster's word.

13 | A. I mean, you can use the word deposit
14 | all you want. We were prepaying what was to be a
15 | negotiated deal.

16 | Q. You used the word deposit. You used
17 | the word deposit.

18 | A. That's fine. The contracts you
19 | presented me had the word deposit too, but it had a
20 | very different amount next to it. So, again, two
21 | different sides of the same situation never meeting
22 | in the middle on one agreed upon thing. And if you
23 | want to show me the contract, I can point that out
24 | to you.

25 | Q. Now, you talked about your attempt to

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1 renegotiate with Scott to get -- withdraw your
2 request for the floor seating and focus only on the
3 VIP seat; correct?

4 A. Uh-huh.

5 MS. SPIRES: Is that a, "yes"?

6 A. Yes. Pardon.

7 Q. Who is Bob Garcia?

8 A. Bob Garcia was our VP in finance. I'm
9 not sure of the exact title, but he ran the
10 financial aspects of Yonder Field.

11 Q. What was his job at your company?

12 A. VP of finance. I can't remember if he
13 was SVP or...

14 Q. Gotcha. All right. Would you identify
15 that? That is your attorney's Exhibit Number 42.

16 A. Okay. It's an e-mail from Bob to Marc
17 Palker and Scott Suprina copying myself.

18 Q. Okay. Go ahead and read it.

19 A. RE: Yonder Field. Dear Marc, pursuant
20 to -- wait. The date's March 27th, just for
21 relevance. Dear Marc, pursuant to the latest round
22 of discussions and receipt of Scott's letter from
23 today, we're responding with an effort trying to
24 make this work for all parties. Being it's our
25 first season, goes without saying, bumps and

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1 bruises that come along with that.

2 Firstly, Stacie never signed an
3 agreement. She will not provide a personal
4 guarantee. She did agree to a quote to the sum of
5 614,800 which is the single page we discussed that
6 I signed. This was dated January 24th. However,
7 we need to amend the dates of the payment as
8 originally noted and amended in that quote. We
9 stand by the quote, but we will not be able to make
10 the May 15th payment. However, we can make the
11 payment June 1st and confirm that we can make
12 additional payment April 3rd. We agree that we can
13 make monthly payments as you outlined and
14 understanding the customary fair and legal fees,
15 finance may apply. I trust we can make this work
16 for mutual benefit.

17 Q. So that's Bob Garcia who works for you;
18 correct?

19 A. Yes.

20 Q. He's your VP of finance; correct?

21 A. I believe that was his title, yes.

22 Q. And he says that you did agree to a
23 quote on January 24th for a sum certain; correct?

24 A. Right. Which we discussed that was
25 still being --

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1 Q. That's right.

2 (Talking over each other.)

3 A. -- subsequent e-mails.

4 Q. We can't pay those bills, but we want
5 to restructure; right?

6 A. I can answer and then defend my answer;
7 correct? According to the Judge. Yes. And,
8 again, I reference what I said previously is
9 because of the faulty shady dealings with Seating
10 Solutions I couldn't solidify my artists' deals and
11 I had to restructure my entire P and L. Which
12 changed my funding schedule with my investors and
13 it changed our financial outlook in our ability to
14 have cash on hand as to these specific dates.

15 Q. Okay. So let's talk about the shady
16 deals by Mr. Suprina.

17 A. Sure.

18 Q. Okay. All right. You asked him
19 through Cameron to send you a quote and you would
20 sign it; correct?

21 A. No. I asked Cameron to put something
22 into a quote. Specifically, the loan silo of the
23 financial terms, yes.

24 Q. You signed a document that said you
25 would pay my client \$580,000 plus tax, didn't you?

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1 A. I did that in January. This now, we're
2 looking at a document at the end of March when this
3 house of cards has now folded.

4 Q. Ma'am, my client agreed to accept your
5 payment schedule, didn't he?

6 A. He did, but we did not ever agree on
7 quantities and terms. So you can't look at one
8 without encompassing the other.

9 Q. You never agreed on quantities of
10 terms, but you cancelled your request for floor
11 seating, so you knew what you were getting. You've
12 already testified you knew what you were getting,
13 so you did have a number?

14 A. Floor seating, if he was never
15 obligated to provide a specific date and time and
16 always had the option to rent, he never had any
17 opportunity cost or loss of revenue because I had
18 tied down inventory. So for me to now say, okay,
19 well, we're going to take that out of the picture
20 doesn't change the fact that if he had somebody to
21 rent those seats at anytime, he could have done
22 that. And according to him, business was booming.
23 So, there you go.

24 Q. On January 24th, did you agree to pay
25 my client \$580,000?

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1 A. I presented a potential payment
2 schedule that was being negotiated.

3 Q. And on March 27th, your employee
4 acknowledges your agreement to pay 580 plus taxes,
5 doesn't he?

6 A. He says he acknowledges that on the
7 24th I agree to a specific statement -- or the
8 payment terms that were on that document that were
9 then subsequently altered.

10 Q. And that's -- he's your employee;
11 right?

12 A. Right. So, again, I want to reference
13 the January verses March. And while you're trying
14 to paint a timeline, there's a massive gap in there
15 that doesn't contain everything that's in the
16 background --

17 Q. Ma'am, I want to cover that.

18 A. Let's do that. Let's go there.

19 Q. I want to cover that timeframe. Okay.
20 Here's your signature on a page, when was the first
21 payment due?

22 A. Didn't we do this already? But I can
23 go back to it. So January 25th.

24 Q. Okay. When the was second payment due?

25 A. February 15th.

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1 Q. When was the third payment due?

2 A. March 1st.

3 Q. Okay. How much did you pay in March?

4 A. We paid 70,000.

5 Q. Of what?

6 A. Of what?

7 Q. How much were you --

8 A. This document says, 106.

9 Q. 106. You signed that document agreeing
10 to pay \$106,000; right?

11 A. So, I'm going to answer and then I'm
12 going to qualify with an answer. Yes. But,
13 however, your simultaneously force feeding both
14 documents and they say different things. This says
15 50,000. This says 106. Maybe I signed this one.
16 This was another iteration of that. Cameron
17 replied to this with other changes to it. Again, a
18 constant moving target.

19 Q. Okay. You want -- you're the one who
20 wants to deal with January to March. Ma'am, there
21 were no problems until March when you didn't make
22 the full payment; correct?

23 A. That is absolutely not true. We still
24 didn't come to an agreement on a contract. And, in
25 fact, which I think will be addressed later, there

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1 are several e-mails about sign this contract, still
2 going for the personal guarantee, still trying to
3 -- asking as simple sign over the cabins as
4 collaterals. Believe me, this mafioso shakedown
5 never stopped which is why in the end I was like,
6 we're not paying anymore because I can't believe
7 anything these people say.

8 Q. So you had a conscious thought that you
9 weren't going to pay anymore even though you agreed
10 to pay \$580,000 plus taxes for the opportunity to
11 rent these seats; correct?

12 A. Right. Because of their behavior.

13 Q. Because of their behavior. But you're
14 the one that missed the payment in March; right?

15 A. This was pre-March. That's why I'm
16 referencing, this all began --

17 Q. What was pre-March?

18 A. The attitude and the -- I keep using
19 the word "shakedown," but then, you have to sign
20 this personal guarantee. The voicemails that Marc
21 Palker was leaving, where's my money? Give me my
22 money. And then even saying, thanks for the
23 160,000 and hanging up. Like, basically telling us
24 we're going to take the money and run. Where's the
25 confidence I'm suppose to have that any kind of

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1 professional delivery of anything is going to
2 happen when this is the communication that we're
3 getting. And, meanwhile again, I've got investors.
4 I've got artists. I've got employees. I've got
5 all these stakeholders pending on me making this
6 happen and it's all depending on this. This guy.
7 And what his company is doing to us.

8 Q. In your direct examination you said
9 that the request for a personal guarantee that my
10 clients wanted some confidence that they would get
11 their money; right?

12 A. I'm going to answer and then qualify.
13 Yes. However, I didn't understand the need for
14 that when we were never going to own anything. It
15 was always going to be there for them to take away
16 immediately should anything happen. And/or to rent
17 out to anyone else immediately should anything ever
18 happen. Why did they need the personal guarantee?
19 And it is not standard in our business.

20 Q. Okay. They didn't get their money, did
21 they?

22 A. They didn't get it based on subsequent
23 behavior.

24 Q. Okay. They have reason to be concerned
25 about their ability to get their money?

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1 A. And I had a reason to not pay them as
2 well as I just outlined. So, we can, you know, do
3 that dance if you want.

4 Q. Now, in your deposition you testified
5 that you had never seen any drawings of any kind.
6 Do you remember that testimony?

7 A. Drawings specific to what? Drawings is
8 a very broad term.

9 Q. Ma'am, you were asked the question, did
10 you ever see any CAD drawings or drawings related
11 to my client's manufacturing; correct?

12 A. Related to manufacturing?

13 Q. To the seats that you were going to
14 get?

15 A. No, because the sets already existed in
16 inventory. There was no, you know, technical spec
17 of a seat.

18 Q. I'm going to show you what is Exhibit
19 K.

20 A. So this is what I was speaking about
21 earlier. Yes.

22 Q. Okay. Read the e-mail, please.

23 A. Okay. Thank you for your e-mail.
24 We're glad you like the layout. Does this mean you
25 want to move forward? Let me know and I'll --

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1 | should I prepare a contract?

2 | Q. Okay. And the date on that e-mail?

3 | A. That date was January 12th.

4 | Q. Okay. And what's attached to it?

5 | A. So that's the conceptual drawing that I
6 | was referencing earlier. So this --

7 | Q. Okay. So you did see drawings before
8 | you agreed to pay \$580,000?

9 | A. I saw a conceptual drawing which is
10 | what this is. It has some dimensions on it. This
11 | is not an engineered drawing. This is not a
12 | technical specification that you would handoff to a
13 | fabricator to actually build something. This is a
14 | first iteration of a cloud idea. This is what I
15 | saw.

16 | Q. And you saw a drawing?

17 | A. I saw a drawing. This is it.

18 | Q. Thank you. Okay.

19 | A. But...

20 | Q. Can I have the rest of those exhibits
21 | back, please?

22 | (Ms. Darr complied.)

23 | Still have the deposition?

24 | A. You said everything, so I handed it all
25 | to you.

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1 Q. Can I get you to go to page 36, line 20
2 of your deposition, please?

3 A. I'm sorry, what line?

4 Q. 36, line 20.

5 A. Let me read before it so I understand
6 the context. Well, 20 is part of 19. Do you want
7 me to read 19?

8 Q. Right.

9 A. Two lines of the same question. 36?

10 Q. Yeah.

11 A. Yeah.

12 MR. BRANNON: Your Honor, could we take
13 a break for a few minutes?

14 THE COURT: Sure. Let's -- we'll take
15 a break until 12:35.

16 MR. BRANNON: Thank you, sir.

17 THE COURT: All right. Ladies and
18 gentlemen, you will be excused for about 10
19 minutes, please don't discuss the case.

20 (WHEREUPON, the jury left the courtroom
21 at 12:25 p.m.)

22 (Lunch break.)

23 (WHEREUPON, the jury entered the
24 courtroom at 2:26 p.m.)

25 THE COURT: All right. Ladies and

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1 gentlemen, first I want to apologize to you for
2 keeping you waiting. We -- I was dealing with some
3 things on the case that follows this one. And just
4 some administrative stuff that I had to take care
5 of. It had nothing to do with the parties to this
6 case. It's all on me and we all value your time
7 just like ours. But there's sometimes with things
8 I've got to take care of. And, again, I apologize
9 to you. Again, your time is just as important as
10 mine, but I have too many balls in the air, but we
11 got it resolved and we're going to see this one on
12 through. Again, thank for your patience and I
13 apologize.

14 MR. BRANNON: May it please the Court?

15 THE COURT: Mr. Brannon?

16 CONTINUED CROSS-EXAMINATION

17 BY MR. BRANNON:

18 Q. Ms. Darr, forgive me for asking this
19 question, I have to. Did you speak with anybody
20 concerning your testimony during the break?

21 A. No, I sat in my car and ate my lunch.

22 Q. Thank you, ma'am. I appreciate that.
23 Would you take your deposition and, again, if you
24 would turn to page 36.

25 A. I have it.

STACIE DARR - CROSS-EXAMINATION BY MR. BRANNON

1 Q. Okay. If you look at line 19 that
2 begins a question asked by Mr. Kennedy in your
3 deposition where he says, okay. What about -- why
4 did you make the second and third wire after the
5 first wire? You agree with me that that was the
6 question asked?

7 A. Yes.

8 Q. Would you read your answer?

9 A. Because what we put out into the
10 industry was the idea of having the upscale
11 seating. The photos of those seats were sent out
12 with every artist offer that I put out there. My
13 reputation, the venue's reputation, especially as a
14 new venue, was built on a certain status of
15 seating. And I didn't want to then have to
16 turnaround and say, sorry, that's not what we're
17 doing. We just have a nice green grass field for
18 everyone to stand in. Shall I keep going?

19 Q. No, you can stop. That's fine. If you
20 want to read the full answer, go ahead, but you can
21 stop with that. Are you comfortable stopping?

22 A. Well, it says, especially the caliber
23 of artists that I was reaching out to are
24 stadium-level artists. So now you're saying, are
25 you gonna go to the stadium in Charlotte or are you

STACIE DARR - CROSS-EXAMINATION BY MR. BRANNON

1 gonna go and come to a grass field in Orangeburg,
2 it was detrimental to our booking.

3 Q. Okay. So photos of those seats. Which
4 seats?

5 A. The seats from Desert Trip that we
6 spoke of.

7 Q. Okay. Why did you send out pictures of
8 the seats from the Desert?

9 A. Well, the event was called Desert Trip
10 and those were the types of seats that were
11 familiar to the industry because they were all very
12 familiar with this very high profile --

13 Q. Right. But you got a quote from my
14 client, from Scott Suprina in early January of 2017
15 that was for 1.2 million dollars for those Desert
16 Trip seats and you said, I can't afford those,
17 didn't you?

18 A. Yes, I said that was nowhere near where
19 our budget was.

20 Q. Right. But you sent out pictures of
21 Desert Trip seats even though you knew in early
22 January you couldn't afford them; correct?

23 A. No. What was actually happening was
24 Scott was saying, let us fix this. Let's come to
25 the table. We're going to come to an agreement. I

STACIE DARR - CROSS-EXAMINATION BY MR. BRANNON

1 have the seats. They're sitting up in my warehouse
2 just up the street. We can make this work. Let's
3 keep talking. It was never a, this is it or we
4 walk away.

5 Q. So is it your opinion that because a
6 seat is sitting in a warehouse that the price of
7 that seat is negotiable?

8 A. Well, that's what we do in our industry
9 within the management, we negotiate pricing. We
10 negotiate what they're going to deliver, when
11 they're going to deliver it, and what those
12 services are associated with those rentals.

13 Q. Okay. So I went out to lunch today and
14 I went past a Piggly Wiggly. Are you familiar with
15 the grocery store Piggly Wiggly?

16 A. Yes.

17 Q. There's an aisle on Piggly Wiggly that
18 has green beans, canned green beans for sale.
19 Would you believe that true?

20 A. I believe there are green beans at
21 Piggly Wiggly, yes.

22 Q. Okay. And there's probably 100 cans of
23 green beans at Piggly Wiggly; right?

24 A. Sure.

25 Q. Okay. And so because there's 100 cans

STACIE DARR - CROSS-EXAMINATION BY MR. BRANNON

1 of green beans at Piggly Wiggly, should you be able
2 to get them cheaper?

3 A. I don't see how this is anyway
4 associated with what we're discussing here.

5 Q. Certainly. Ma'am, my client has levels
6 of seating. He told you in early January that the
7 level of seats that you want costs 1.2 million
8 dollars?

9 A. I would just say, I wouldn't be renting
10 that can of green beans for me to take home and to
11 rent something for a short period of time at the
12 exorbitant rate that he presented me, I would say
13 he was thinking he could do one over on me because
14 of the initial pricing. But --

15 Q. Right. And do you have any idea how
16 much Desert Trip paid my client for those seats?

17 A. No.

18 Q. Okay. All right. Now, have you ever
19 taken a can of green beans at Piggly Wiggly up to
20 the register and said, hey, you got 100 cans, can I
21 get it less than this 28 cents?

22 A. To take it home and bring it back
23 tomorrow? Because it was a rental. We're talking
24 about -- you're trying to --

25 Q. Ma'am, I'm talking about oranges and

STACIE DARR - CROSS-EXAMINATION BY MR. BRANNON

1 oranges. Okay. Oranges and oranges here.

2 A. I don't believe so.

3 Q. Okay. Desert Trip rented those seats,
4 didn't they?

5 A. They did. They were manufactured for a
6 three year deal, yes.

7 Q. Desert Trip rented those seats; right?

8 A. Yes.

9 Q. Okay. You wanted to rent the same
10 seats; right?

11 A. Yes.

12 Q. You got a price that you couldn't
13 afford; right?

14 A. I got an exorbitant price that was out
15 of our price range.

16 Q. That you couldn't afford?

17 A. I'll say this, I do festivals all over
18 the country. I have five major festivals all over
19 30,000 capacity in 2023 alone and I deal with the
20 same vendors at all these festivals and they will
21 give different pricing at different festivals
22 because there's a lot of different factors that go
23 into it than just, hey, this forklift costs
24 \$300,000 to manufacture, the going standard
25 absolute rate to rent that is \$400 a week. Like,

STACIE DARR - CROSS-EXAMINATION BY MR. BRANNON

1 it doesn't work like that.

2 The same for fencing, the same for bike
3 rack, the same for tents. There's relationships
4 involved. There's all kinds of things that go into
5 the pricing of things. It's a negotiation. It's
6 what I do for my job.

7 Q. Gotcha. You sent photos of the
8 Cadillac seats. I think you used that word one
9 time, the nicer seats --

10 A. I didn't use that word, but I'll go
11 with that, yes.

12 Q. -- the Desert Trip seats, you sent them
13 out to your artists, didn't you?

14 A. Yes.

15 Q. Okay. Now, if you would turn to page
16 39 in your deposition, please. If you start at
17 line 15. Do you see that? That's a question asked
18 by Mr. Kennedy.

19 A. Yeah. But it's in the middle of a
20 conversation. I don't believe there's going to be
21 a context.

22 Q. Okay. Ma'am, do you agree that line
23 15, my partner asked you, did you recoup those
24 deposits as a result and it was of the
25 cancellation? So that was for the concerts that

STACIE DARR - CROSS-EXAMINATION BY MR. BRANNON

1 | you had to cancel; right?

2 | A. It was one concert that was cancelled.

3 | Q. Okay. And we've already determined
4 | that you didn't get your deposit back for that
5 | cancelled concert; correct?

6 | A. Right. Because the other option would
7 | be to reschedule the date and to still have the
8 | payment that we made come to fruition, but that
9 | wasn't an opportunity for us. The only option was
10 | the full cancellation.

11 | Q. Okay. If you'll keep going down at
12 | line 20. You answered his question beginning at
13 | line 20. Would you read your answer, please?

14 | A. It says, because we have signed
15 | contracts. It's a very different from an artist
16 | because you use that artist's face and
17 | representation to sell the event. So there's a lot
18 | more downside to me cancelling an event for a very
19 | public figure verses a vendor.

20 | Q. Period. Thank you. Okay. Because you
21 | use that artist's face and representation to sell
22 | that event, you used my client's seats to sell your
23 | venue to these artists, didn't you?

24 | A. And the lack of delivery and
25 | confirmation of contract on those seats is why

STACIE DARR - CROSS-EXAMINATION BY MR. BRANNON

1 those artists' contracts were never solidified.

2 Q. If they were never solidified, then you
3 wouldn't have lost your money?

4 A. You're talking about apples. Apples
5 and oranges. I'm talking about you said I sent
6 e-mails to the A list artists. I wasn't sending
7 e-mails to the October artists which were the C
8 level artists with photos of seats for a deal that
9 fell apart 6, 8, 10 months before. These are two
10 totally different sets of circumstances.

11 Q. Okay. Read the last -- so there's a
12 lot more sort of downside to me cancelling an event
13 for a very public figure verses a vendor. Explain
14 that.

15 A. So, if you've ever seen an
16 advertisement for a festival over a concert or a
17 lineup, the name, the picture, the photo, the
18 likeness of that artist and its brand is what's in
19 all of the marketing. It's what's on the ticketing
20 platform. It's what's on the website. It's on
21 those artists' social medias, so it's very much in
22 the face of the public. So to cancel that is
23 looked at as it could be viewed badly for the brand
24 of the artist.

25 Q. For which brand?

STACIE DARR - CROSS-EXAMINATION BY MR. BRANNON

1 A. Of the artist.

2 Q. Of the artist. Okay. So you're more
3 worried about the brand of the artist than you are
4 of the vendor?

5 A. Well, I don't know anybody who gets
6 excited to buy a ticket to go see Seating
7 Solutions. They want a nice seat when they get
8 there, but they're there to see the artist. You're
9 talking, again, apples and oranges.

10 Q. So you're more concerned about your
11 artists than you are your vendors; is that correct?

12 A. The cancellation of that had nothing to
13 do -- and, in fact, I would say that it's in part
14 due to the deal with Seating Solutions that never
15 came to fruition. So I don't understand the
16 parallel you're trying to draw here because to me
17 these are completely unassociated.

18 Q. All right. If you would turn to page
19 40.

20 A. Okay.

21 Q. In fact, we need to start at 39. I
22 want -- you're answering the question. And it
23 deals with -- the question I'm asking you now is a
24 continuation of the answer that you've already
25 started with up to the word vendor. Okay. So if

STACIE DARR - CROSS-EXAMINATION BY MR. BRANNON

1 | you look at 39, page -- line 25, you stopped at
2 | vendor. Would you then read starting with this
3 | security carrying over to page 40?

4 | A. Sure. This security company didn't,
5 | you know -- their face isn't on my poster. Scott's
6 | face -- Scott's face is not on my posters.

7 | Q. Okay. Can I get you to stop at that
8 | period. Just briefly, if you'll stop at that
9 | period. Scott's face isn't on my posters. His
10 | seats were sent out in your advertising, weren't
11 | they?

12 | A. And I never cancelled a show where
13 | Scott's seats were the impetus or in anyway
14 | involved in those shows. Those shows never came to
15 | fruition because we never had a contract and he
16 | never delivered a product. The shows I actually
17 | executed had nothing whatsoever to do with Seating
18 | Solutions other than the fact I called him and
19 | begged for the money back the day I was cancelling
20 | it. He was not involved, his product was not
21 | involved, it was not on my website, it was not in
22 | any marketing and his face was nowhere publicly and
23 | associated with those cancelled events for the May
24 | cancelled event.

25 | Q. Ma'am, Scott's seats were in your

STACIE DARR - CROSS-EXAMINATION BY MR. BRANNON

1 advertisements to your artists?

2 A. They're not advertisements. They're
3 e-mails with offers. And those were for the A list
4 artists that we never inked because his product was
5 never solidified.

6 Q. All right. If you'll keep reading. I
7 stopped you at Scott's face isn't on posters. If
8 you can keep going.

9 A. So the cancellation of that is very
10 different and it's treated very differently and
11 that's why we honor those contracts. But, again,
12 we didn't have a contract with Scott 'cause he
13 stopped working with us.

14 Q. So let's spend a little more time
15 there. So the cancellation of that is very
16 different. It's treated very differently. The
17 cancellation of what?

18 A. The cancellation of an artist's deal,
19 for an advertised artist that appeared on a bill
20 and in public, actual advertising. You can keep
21 calling these e-mails. Private e-mails to
22 agencies, advertisements, nobody outside of the
23 recipient and the sender of those ever saw those,
24 so that's not public. But what is public is the
25 use of the artist's name and likeness.

STACIE DARR - CROSS-EXAMINATION BY MR. BRANNON

1 Q. Right. But you said we honor those
2 contracts. Which contracts are you talking about?

3 A. The artist's contracts.

4 Q. Okay.

5 A. We honor all the contracts. We had no
6 contract.

7 Q. Right. So it says, we honor those
8 contracts though; correct?

9 A. Right. Those contracts --

10 Q. You specify those contracts.

11 A. -- that Yonder Field has signed, yes.

12 Q. And then read the next two lines, two
13 and a half lines.

14 A. But, again, we don't have a contract
15 with Scott because he stopped working with us.

16 Q. Okay. So we honor those contracts, but
17 we didn't have a contract with Scott; right?

18 A. Exactly. We never had a contract with
19 Scott.

20 Q. Would you turn to page 45. And, again,
21 I'm going to ask you to start on page 44. And if
22 you'd start at line 24 there's the word "stadium"
23 with a period and then if you would start with that
24 next sentence that begins with the word, "you," and
25 read over the rest of your answer.

STACIE DARR - CROSS-EXAMINATION BY MR. BRANNON

1 A. So just in the context of it, it's
2 talking again about the level of artists that we're
3 pursuing in the higher level ticket price. And
4 where he wants me to pick up, it says, you can go
5 on Ticketmaster right now and look at any stadium
6 and tell me what a floor seat costs. Meaning, the
7 ticketing price of that. And if you put the same
8 folding chair in the middle of a grass field in
9 Orangeburg, I can't charge that. But if I offer a
10 seat like this with upscale bathrooms, then our
11 revenue potential was exponentially higher with
12 this type of seating.

13 However, when Scott decided to stop
14 working with us and quit communicating and
15 negotiating, he destroyed our revenue potential.

16 Q. Okay. So let's talk about that. You
17 came up on January 24 with a payment schedule that
18 totaled \$580,000 plus tax. We've already talked
19 about that; correct?

20 A. Uh-huh.

21 MS. SPIRES: "Yes?"

22 A. Yes.

23 Q. You made the January payment; correct?

24 A. Yes.

25 Q. You made the February payment; correct?

STACIE DARR - CROSS-EXAMINATION BY MR. BRANNON

1 A. Yes.

2 Q. You paid half of the March payment;
3 correct?

4 A. No.

5 Q. No?

6 A. I would say there was flux around the
7 March payment. But in conversations going on
8 around that which is why it doesn't match any of
9 these payment schedules that we keep referencing.

10 Q. Is your signature on that page?

11 A. It is. I would like to also say, if we
12 would take a look at the confirmation of the third
13 wire, Scott's reply to that is, thanks. It's not
14 what the hell is this? Why are you only paying me
15 half? So, yes, that's my signature. We've looked
16 at that multiple times.

17 Q. And what's the March payment?

18 A. The March payment on that particular
19 document which is, again, an iteration of several
20 conversations it's 106,000.

21 Q. \$106,000. How much did you pay in
22 March?

23 A. We paid 70. To which Scott's reply
24 was, thank you.

25 Q. Now, you said when Scott stopped

STACIE DARR - CROSS-EXAMINATION BY MR. BRANNON

1 working with you. Why did your financial guy, your
2 CFO, Garcia, say that we admit that Stacie agreed
3 on January 24, but we need to renegotiate, that was
4 in March; right?

5 A. He's saying and confirming that payment
6 terms were discussed. Payment terms that I had
7 presented, payment terms that are different from
8 the other e-mail you wanted us to also keep going
9 back to and that just shows it was an iterative
10 process. He's saying that, yes. Because the
11 context of the e-mail that you're in reference to
12 is, again, about forcing us into signing a contract
13 that we don't agree with the terms with. And he's
14 saying we never signed anything. We never agreed
15 to a personal guarantee and the only thing she
16 every intended to sign was an iteration of payment
17 terms.

18 Q. Okay. All right. And the jury will
19 have his document, they can read what it says --

20 A. I read aloud earlier --

21 Q. It says what it says. In fact, here it
22 is right here. Read paragraph 2.

23 A. Okay. So what's not in here is --

24 Q. Ma'am, I asked you to read --

25 A. -- an e-mail before this.

STACIE DARR - CROSS-EXAMINATION BY MR. BRANNON

1 Q. I'd ask you to read paragraph 2.

2 A. Just to clarify, this e-mail is a
3 response to another e-mail. It says, Stacie never
4 signed an agreement. She will not provide a
5 personal guarantee. She agreed to, quote, he uses
6 the word "quote," for \$614,800. This was dated
7 January 24th. And it has an invoice number on it.
8 However, we need to amend these dates of payment as
9 originally noted and amend that quote.

10 And, again, this is written at the end
11 of March. What we're discussing was beginning of
12 January and there were lots of extenuating
13 circumstances that happened between those two
14 dates.

15 Q. Right. But in that paragraph in your
16 deposition, you said when Scott stopped working
17 with us. The truth is, you stopped paying as you
18 had sworn to pay, as you had promised to pay, as
19 you had pledged to pay?

20 A. That's absolutely not true. Their CFO,
21 Marc Palker, had told us in phone conversations and
22 voicemails prior to that, that we were out of the
23 schedule. We were -- project was no longer being
24 considered a part of their schedule. Multiple
25 times we were told.

STACIE DARR - CROSS-EXAMINATION BY MR. BRANNON

1 So here we are trying to build our
2 entire business on unsolid ground. House of cards.
3 We've got Scott, we can hold your hand initially to
4 now it's one -- and, in fact, Marc Palker is saying
5 you're off our schedule, we're not doing your
6 project. And in the background, Cameron is
7 e-mailing the cabin company instead of talking to
8 us asking what the delivery schedule is for the
9 cabins. He's e-mailing the cabin company and the
10 cabin company e-mails it back to me and I'm like,
11 what the hell, I thought they were done with us.
12 And now they're going around us to other vendors.
13 It was all, like, a shell game. We never knew what
14 was going on. We never knew if we had anything
15 that was actually going to solidify.

16 Q. So you don't believe that you violated
17 any agreement in any way, shape or form by sending
18 \$70,000 as opposed to \$106,000; is that correct?

19 A. No. Because I told you if that was not
20 an agreement with whatever the context of that
21 payment was, why is Scott's simple reply, thank
22 you. Clearly there was something, a discussion
23 around that that said that's what we're going to
24 pay that day. Otherwise, why wasn't there a
25 flare-up? What is this? What the heck's going on

STACIE DARR - CROSS-EXAMINATION BY MR. BRANNON

1 around here?

2 Q. Changing the direction here. Tell me
3 who owned Yonder Field?

4 A. Yonder Field is an LLC with several
5 investor owners.

6 Q. And tell me about those investors?

7 A. Well, I was the primary investor. And
8 then I had, I believe, five other investors that
9 came on board.

10 Q. Okay. And what did Yonder Field itself
11 own?

12 A. Yonder Field was an event company. It
13 didn't own any tangible assets.

14 Q. Okay. So this green grass, this peanut
15 farm, who owned it?

16 A. That was owned by a separate LLC.

17 Q. And tell me about that LLC?

18 A. That was called Toes in the Grass
19 Productions, LLC.

20 Q. And who owns Toes in the Grass
21 Production Company?

22 A. It's a single member LLC and I'm the
23 single member.

24 Q. You're the single member. Okay. And
25 what did Toes in the Grass own?

STACIE DARR - CROSS-EXAMINATION BY MR. BRANNON

1 A. Toes in the Grass initially contracted
2 for the land.

3 Q. Okay. Well, tell me about the contract
4 for the land. What did that entail?

5 A. Well, the land was originally a peanut
6 farm off of Log Cabin Road up at Exit 159, you
7 know, where that gas station is down there. It was
8 a peanut farm that we purchased from a local land
9 owner. His name was Perry Arant.

10 Q. Okay. How many acres did you
11 purchased?

12 A. So I purchased myself -- the deal that
13 we did and it was owner financed with Perry Arant
14 and it was for 137 acres, I believe. So we also
15 had an arrangement with Super-Sod to use their
16 adjacent sod farms. So, in theory, Yonder Field in
17 its totality was 200 acres.

18 Q. Okay. But you through Toes in the
19 Grass owned 135?

20 A. I believe it was like 137, I would say,
21 I think.

22 Q. Okay. And it was -- so who did you buy
23 it from?

24 A. So I bought it from a gentleman named
25 Perry Arant. They own Orangeburg Milling. If you

STACIE DARR - CROSS-EXAMINATION BY MR. BRANNON

1 know Orangeburg Milling.

2 Q. Okay. And he held the contract for
3 deed; is that correct?

4 A. Yes.

5 Q. Okay. What was your mortgage payment
6 on that?

7 A. The mortgage payment, I believe, was
8 six grand a month.

9 Q. Was what?

10 A. Six grand a month.

11 Q. Six thousand a month. Do you still own
12 that land?

13 A. I do not own that land.

14 Q. Okay. How many 6,000 a month -- how
15 many 6,000 monthly payments did you make?

16 A. I'm not sure how many we made.

17 Q. Was it more than 10?

18 A. No. I think we made initially about
19 five payments and then I had discussions with
20 Mr. Arant about the trajectory that our project was
21 taking and that he was going to work with me on
22 future payments.

23 Q. Okay. And when did you enter into this
24 contract for deed with the owner of the land?

25 A. So we came to the arrangement at the

STACIE DARR - CROSS-EXAMINATION BY MR. BRANNON

1 end of 2016. But as we said, it's a peanut farm,
2 so he had -- he had asked that we not actually sign
3 the deal until the following year because he wanted
4 to harvest the peanuts and also I guess for tax
5 returns. He wanted to actually close in the
6 following year, but we had a side letter which
7 allowed me to start developing the land and
8 indicated earnest money that I put down for the
9 purchase of the land in 2016. November -- or
10 earlier maybe of 2016.

11 Q. Okay. So did you put any money
12 upfront? Did you put any money down to this
13 individual as earnest money for the contract for
14 deed?

15 A. Yes, I did.

16 Q. Okay. And you made five payments
17 approximately; correct?

18 A. Yes.

19 Q. Did you get any of that money back?

20 A. No. But that was when it was taken
21 over -- so what ended up happening is, I made a
22 deal with Super-Sod Properties who was very
23 supportive of our venture and they paid off the
24 mortgage and I signed the property over to them
25 with an agreement or an option to purchase it back

STACIE DARR - CROSS-EXAMINATION BY MR. BRANNON

1 at the rate for which they bought it. And the
2 earnest money which you speak of was taken off the
3 sale price. So they did get credit for the money
4 that I put in there.

5 Q. Who got credit for the money that you
6 had put in there?

7 A. Super-Sod real estate properties.

8 Q. You didn't get the credit, but
9 Super-Sod did?

10 A. No, and that was part of the agreement
11 as long as I had the option to repurchase that I
12 agreed that I benefitted in no way. I received no
13 money from that exchange.

14 Q. So you paid approximately -- how much
15 was your down payment? You said you made one, how
16 much was that?

17 A. My down payment?

18 Q. Yeah.

19 A. It's an earnest money which is a real
20 estate term.

21 Q. Well, how much was the earnest money?

22 A. It was \$10,000. But that was because
23 of we weren't closing then. We were going to start
24 developing the land.

25 Q. Okay. And did that \$10,000 then later

STACIE DARR - CROSS-EXAMINATION BY MR. BRANNON

1 account for a monthly payment or was --

2 A. They took it off the sale price. It
3 was lumped in with it.

4 Q. Off the sale price to Super-Sod?

5 A. Right. But technically they were
6 paying off the -- it was a vender finance loan. So
7 they just paid what was left minus the payments I
8 made and the earnest money.

9 Q. Okay. So your 10 grand plus \$30,000
10 into the land; right?

11 A. Uh-huh.

12 Q. Okay. How many Green River Log Cabins
13 did you buy?

14 A. We -- they -- it was nine cabins in
15 total from the original order.

16 Q. Okay. And so talk to me about who
17 bought the cabins?

18 A. So they were bought by Jim Roquemore.

19 Q. Who?

20 A. Jim Roquemore.

21 Q. Okay. And who's that?

22 A. He's the owner of Super-Sod.

23 Q. Now, did he make the initial contract
24 to purchase those contracts, those cabins?

25 A. He did not. He was the one that

STACIE DARR - CROSS-EXAMINATION BY MR. BRANNON

1 initially put me onto the concept of it. He owns
2 campgrounds out by Lake Marion and he has his Quack
3 Shack Hunting Lodge that has two of the cabins on
4 it, so he took me and showed me the cabins. And,
5 again, Log Cabin Road was the address, he was like,
6 I think this would be a great concept for what
7 you're talking about for your offices and your VIP
8 suites. And so he in the end ended up purchasing
9 them because he already had several of them in his
10 own ownership, so should anything happen, he could
11 take them and do them --

12 Q. Right. But I want to know about the
13 initial contract for purchase of the cabins, who
14 signed that?

15 A. Right. So it was a sale, so it wasn't
16 really a contract. So the contract would be more
17 for a rental. So this was pricing that we agreed
18 to and I purchased and paid outright for three of
19 them and the other six were paid for by Jim
20 Roquemore with me signing over the other three to
21 him as well.

22 Q. Why did you sign over the three cabins
23 that you had paid for?

24 A. Because it was part of the whole deal
25 for him buying the full nine.

STACIE DARR - CROSS-EXAMINATION BY MR. BRANNON

1 Q. All right. So how much money did you
2 pay out for nine cabins?

3 A. For nine cabins? They were around
4 \$45,000 each, so whatever that comes up to maybe
5 with taxes, I don't know. Whatever the math is on
6 that -- how much did I pay?

7 Q. Yeah.

8 A. Oh, not for nine cabins, no. I paid
9 towards the first three and then he stepped in and
10 bought all nine.

11 Q. And when the first -- you paid for the
12 first three, when did they deliver the other six
13 cabins?

14 A. I believe -- well, I think all the
15 cabins came at the same time. I can refresh my
16 memory on that, but they all got delivered at the
17 same time.

18 Q. Okay. And you had paid for three of
19 them?

20 A. Yes.

21 Q. All right.

22 A. So if I could just explain. If you
23 look again, the basis on the timeline of what we're
24 talking about. By the time where these cabins are
25 being delivered, we're already into this phase

STACIE DARR - CROSS-EXAMINATION BY MR. BRANNON

1 | where this deal has fallen apart. So I'm in a
2 | financial situation where I'm having to reconfigure
3 | everything and part of that is me lightening the
4 | financial load and trying to generate the what is
5 | going to be the cash flow of Yonder Field and
6 | that's what these moves are. Me talking to the
7 | landowner about the rent payments, me working with
8 | Jim Roquemore to purchase the cabins on our behalf.
9 | So those are all moves and things I'm having to do
10 | because what we initially slated with Scott is now
11 | not an option.

12 | Q. Right. So you committed to nine
13 | cabins, you paid for three, and somebody else had
14 | to pay for the other six; right?

15 | A. Right.

16 | Q. Okay. But you committed to nine?

17 | A. That's what the initial order was for,
18 | yes.

19 | Q. All right.

20 | A. But can I say this if I may? We did
21 | pay for three and when we were in a position to
22 | refinance -- or to find the -- Jim to come in and
23 | step in and pay for the other six, they offered to
24 | deliver the three we paid for and to sell the other
25 | six at market and I said, no, we've got

STACIE DARR - CROSS-EXAMINATION BY MR. BRANNON

1 arrangements in place. So let me just say, they
2 offered to deliver what we paid for. They didn't
3 take the money and say that's it, deal's off the
4 table. Just put that out there.

5 Q. How many judgements does Yonder Field
6 have against it right now?

7 A. Judgements against it, two.

8 Q. Two. Who are those judgements?

9 A. Do you want me to go in detail or
10 just...

11 Q. Well, just tell me who they are.

12 A. So, one of them is -- I'm trying to
13 think of the name of the company. It's an audio
14 company out of Asheville, North Carolina. And the
15 other company -- the other person or individual is
16 a disgruntle ex-employee.

17 Q. Okay. So tell me about the audio
18 company, what happened there?

19 A. So, the audio company, the issue I had
20 with them is they -- the staff that they had -- so
21 they work the beer festival. The beer festival is
22 two nights. It was a Friday and a Saturday. So we
23 had RVs on site where the staff was staying over.
24 So what happened was, they -- actually -- yes, they
25 -- their staff was stealing alcohol, liquor out of

STACIE DARR - CROSS-EXAMINATION BY MR. BRANNON

1 the artist's dressing rooms. And not only were
2 they doing that, I had security coming at me
3 because now they were going to the vendor stands
4 and they were pilfering beer overnight out of the
5 vendor stock. So I confronted them. We caught
6 them red handed. And when I went to talk to the
7 owner about it, he didn't want to hear it and got
8 very belligerent with me. So that's why that ended
9 up to be a contentious thing and he took me to
10 court.

11 Q. Okay. And why did he take you to
12 court?

13 A. Because I didn't pay him because of --

14 Q. You didn't pay him and you got -- he
15 got a judgement against you for how much money?

16 A. Nothing. He got a judgement against
17 Yonder Field --

18 MR. HUTTO: Your Honor, she didn't have
19 an opportunity to finish answering that last
20 question either.

21 THE COURT: You can answer it.

22 A. So when we got to court, I said, well,
23 am I liable for this personally at all and the
24 judge was like, no, it will go against Yonder
25 Field. At that point, Yonder Field wasn't an

STACIE DARR - CROSS-EXAMINATION BY MR. BRANNON

1 operating entity. So I just said that's fine, I'll
2 accept the judgement. But the initial reason why
3 he didn't get paid was because his employees were
4 caught stealing and the owner didn't want to deal
5 with that.

6 Q. Gotcha. Okay. All right. Who
7 personally committed to this audio company?

8 A. Personally, no one.

9 Q. Well, who was the individual? Who --
10 what person dealt with them and hired them to work
11 this beer festival?

12 A. That would be me.

13 Q. Okay. So you as an individual
14 contacted them, you got them to work your -- Yonder
15 Field's beer festival and they committed to perform
16 services for Yonder Field and you didn't pay them?

17 A. Correct. Because of the situation I
18 just described.

19 Q. Gotcha. Gotcha. Okay. And tell me
20 about the -- before we get to the former
21 disgruntled employee, let's talk about the security
22 company. Wasn't there a lawsuit about that too?

23 A. They had filed something, but I paid
24 them out-of-pocket and then it went away.

25 Q. Okay. So -- well, let's talk about

STACIE DARR - CROSS-EXAMINATION BY MR. BRANNON

1 | that. I mean, what was that security company for?

2 | A. Well, so you have your what's called
3 | t-shirt security. You have your law enforcement
4 | that's there. Mainly they just stay on the
5 | perimeter. And then you have what we in the
6 | industry called t-shirt security. But it's a
7 | security company generally hired locally that just
8 | man's different points of entry and exits.

9 | Q. And for what function was that?

10 | A. For what function -- that was for the
11 | final two festivals.

12 | Q. Okay. All right. And you didn't pay
13 | them initially; right?

14 | A. I did not pay them initially; that's
15 | correct.

16 | Q. Why not?

17 | A. Because I had to cancel the last
18 | events. I can go through all that again, but I
19 | think we covered it earlier. I'm happy to recount.

20 | Q. But they had to sue you to get their
21 | money; right?

22 | A. They filed something in court and then
23 | the owner of the company who is an absolute
24 | gentleman and I would work with him any day, he was
25 | absolutely wonderful, was able to talk with me and

STACIE DARR - CROSS-EXAMINATION BY MR. BRANNON

1 we came to terms on something and he was paid and
2 it was satisfied and he withdrew that lawsuit. So,
3 no, there was no judgement against us and there was
4 not -- they were not unpaid.

5 Q. Okay. And so tell me again about this
6 former disgruntled employee, she's got a judgement
7 against you; right?

8 A. So this young woman, her name is Lulu,
9 lives in Vermont. And Lulu was fired from Yonder
10 Field, but she didn't want to be fired, so she kept
11 working for two additional weeks until I cut her
12 e-mail off. It was the strangest thing. So a
13 couple of years later, three years later, after
14 2017, I don't know the exact date of the filing,
15 I'd have to look at it, but it was well after, she
16 filed a small claim in Vermont to Superior Court, I
17 think was the exact name of the court, and
18 presented all these hours that she worked
19 supposedly on our behalf even though I had e-mails
20 showing that I had fired her. And that judge felt
21 that for whatever reason, a fired employee -- well,
22 this was -- let me say this. This was the line
23 that that judge drew. She was an employee, she was
24 an independent contractor and for some reason per
25 the State of Vermont, that gave her different

STACIE DARR - CROSS-EXAMINATION BY MR. BRANNON

1 | legality to collect the pay.

2 | So what she was actually owed was not
3 | that much, but then they tacked on five years of
4 | interest. So I believe it was for like \$3,000,
5 | but, again, she was fired and decided not to be
6 | fired. It was very strange.

7 | Q. Okay. So she was able to -- did you go
8 | to Vermont and fight that?

9 | A. No. We did it over Zoom.

10 | Q. I'm sorry?

11 | A. We did it over Zoom.

12 | Q. Over Zoom. Okay. So you did
13 | participate then?

14 | A. Of course I participated if I'm called
15 | in on a legal action. I'm not going to not
16 | participate.

17 | Q. All right. Have you paid that
18 | judgement yet?

19 | A. No. That judgement's against Yonder
20 | Field, LLC.

21 | Q. Okay. Who negotiated -- who hired that
22 | lady?

23 | A. I did.

24 | Q. You did. Okay. Again, who hired that
25 | audio company?

STACIE DARR - CROSS-EXAMINATION BY MR. BRANNON

1 A. I did for Yonder Field, LLC.

2 Q. Who hired that security company?

3 A. I did for Yonder Field, LLC. Just as I
4 do for every other festival that I've worked for.

5 Q. Who agreed to pay that \$580,000?

6 A. Yonder Field, LLC.

7 Q. Who's Yonder Field, LLC?

8 A. Who is that?

9 Q. Yeah.

10 A. That's the company that we represent
11 here today.

12 Q. Okay. Who's signature's on that
13 document dated January 24, saying I will pay
14 \$580,000 plus taxes?

15 A. That's not specifically what it says
16 and I think there's a lot of context around that
17 document.

18 Q. Who's name's on that page, ma'am?

19 A. My signature's on that page.

20 MR. BRANNON: One second, Your Honor.

21 A. But, again, it does constitute a full
22 agreement.

23 MR. BRANNON: Nothing further, Your
24 Honor.

25 THE COURT: Anything on redirect,

STACIE DARR - REDIRECT EXAMINATION BY MR. HUTTO

1 Mr. Hutto?

2 MR. HUTTO: A few things, Your Honor.

3 REDIRECT EXAMINATION

4 BY MR. HUTTO:

5 Q. Let me show you something that I think
6 was just referenced here. Looks like it's Exhibit
7 37. Do you recognize that front page there?

8 A. Yes.

9 Q. Is this part of what you were just
10 shown about an interaction between Bob and Marc?

11 A. No. This is actually a different
12 document. But -- let's see. There is a
13 conversation here -- oh, actually, yes. So this is
14 subsequent to the e-mail that he had me read. Yes.

15 Q. When is it dated?

16 A. So this particular one is March 7th.

17 Q. Can you flip to the last page of that?

18 A. Okay.

19 Q. What does Marc want from Bob?

20 A. Please advise the status of the signed
21 contract. I need it to keep the job on the
22 schedule.

23 Q. What does that mean?

24 A. That means the same thing he had been
25 telling us through voicemails as well as they were

STACIE DARR - REDIRECT EXAMINATION BY MR. HUTTO

1 pulling our job from the schedule if we didn't sign
2 the contract.

3 Q. So Marc wants a signed contract from
4 you; is that right?

5 A. Yes.

6 Q. Do you know exactly which contract he
7 wanted you to sign?

8 A. I believe it was the one that came in
9 conjunction with the other one sheeter that had my
10 signature on it, but it's not the page I stamped to
11 it. Yes.

12 Q. Is this one of the contracts that they
13 were asking you to sign?

14 A. Yes. This is dated 1/25, so.

15 Q. And this is Exhibit 8; is that correct?

16 A. Yes.

17 Q. And I think the jury's seen it before.
18 Can you remind us again why wouldn't you sign that?

19 A. It says at the very top, balance due
20 with a personal guarantee. Basically, they're
21 stipulating we have to have a personal guarantee as
22 one of the terms.

23 Q. There's something else I wanted to ask
24 you about that. This is the document that they
25 really wanted you to sign, is that fair?

STACIE DARR - REDIRECT EXAMINATION BY MR. HUTTO

1 A. Yes.

2 Q. And you never signed it?

3 A. I never did. I continually pushed
4 back.

5 Q. Do you recall when opposing counsel
6 just asked you about deposit and there were a few
7 different definitions?

8 A. Yes.

9 Q. The definition he wanted you to read
10 was about a down payment; is that right?

11 A. Yes.

12 Q. And this is their perfect contract; is
13 that right?

14 A. Yes. This is the one that was
15 continually offered to me.

16 Q. What's the down payment listed in that
17 contract?

18 A. It says, terms and it says \$37,100
19 deposit due January 25th.

20 Q. Does it list any other deposit or down
21 payment that you need to pay in their perfect
22 contract?

23 A. No. Subsequent payments, but nothing
24 else as a deposit. And it says the same thing
25 again here on page 2. Base contract terms \$37,100

STACIE DARR - REDIRECT EXAMINATION BY MR. HUTTO

1 deposit due January 25th.

2 Q. Does it say anything about that deposit
3 being nonrefundable?

4 A. No.

5 Q. But nobody ever signed this anyway;
6 right?

7 A. Right. So you'll see lots of signature
8 spaces, but no signatures anywhere. Nobody signed
9 it.

10 Q. Was that the only time they really
11 wanted you to sign a contract?

12 A. They continually pushed on us to keep
13 signing it. However, they were not being
14 negotiable on the terms. They were being really
15 stalwart or unmoving about the whole personal
16 guarantee thing even though I had wired their money
17 to try to say, okay, we're not signing that, but
18 we're still obviously going to pay.

19 Q. Let me give you an example of
20 something. You've been shown a document several
21 times. I know the jury's seen it with your
22 signature at the bottom of it. Do you know what
23 I'm referring to?

24 A. Yes.

25 Q. And that document says that there's

STACIE DARR - REDIRECT EXAMINATION BY MR. HUTTO

1 potential total payment of \$580,000?

2 A. Correct.

3 Q. All right. Well, if I take this and
4 I'll write out something really briefly. This is
5 an example. What I've written on this page is a
6 document -- or I've written out. On one side,
7 Skyler Hutto, me, gets \$580,000. Stacie Darr gets,
8 question mark, and I signed it. Is that fair to
9 you?

10 A. No. That's no statement whatsoever of
11 my benefit.

12 Q. Okay. And the document that you
13 signed, does it say what you're suppose to get with
14 your \$580,000?

15 A. It does not. It has absolutely no
16 other details.

17 Q. So when you submitted it, what were you
18 showing to your counterparts at Seating Solutions?

19 A. So this was the point where we had the
20 divide between what they wanted to be paid and what
21 our budget was. And this was me saying, okay, this
22 is our budget, this is what we're capable of paying
23 and here's a suggested payment schedule that we
24 felt we could fulfill with proper delivery of
25 products.

STACIE DARR - REDIRECT EXAMINATION BY MR. HUTTO

1 Q. Is that part of a negotiation?

2 A. Yes.

3 Q. I'm going to ask you about an example
4 that you were posited. You go into the grocery
5 store and you do not negotiate over the price of
6 green beans; is that your testimony?

7 A. Yes.

8 Q. I don't think anybody does. What -- in
9 your industry, what do you negotiate over?

10 A. We negotiate all the terms of a
11 contract. A lot of it depends on relationships. I
12 might go rent fencing and they charge me 250 a
13 linear foot and then somebody who has a better
14 relationship, they'll charge a 1.25 a linear foot
15 because they have a better deal. And it's the same
16 exact product and that's just how it is. That's
17 how the negotiations happen around physical aspects of
18 festivals.

19 Q. Did Scott Suprina ever show you a chair
20 with a price tag on it and say this is what this
21 chair costs for you to rent?

22 A. No, he did not.

23 Q. Did he offer to change the price of
24 various items that you could buy over the course of
25 your negotiations?

STACIE DARR - REDIRECT EXAMINATION BY MR. HUTTO

1 A. He did and that was when the initial
2 January 12th statement of, okay, we agree whenever
3 we can rent the product we'll just come get it. We
4 won't be tied to any schedule of yours. And that
5 supposedly is why the price was dropped. Because
6 now he had free range to use it whenever he needed
7 it.

8 Q. You were asked a few times about a
9 drawing that you saw on January 12th. Does that
10 ring a bell?

11 A. Yes.

12 Q. Has the A and B on it?

13 A. Yes.

14 Q. Why couldn't an engineer take that and
15 just build it?

16 A. Well, it's not an engineered technical
17 specifications. An actual engineer drawing has
18 things like load distribution, there's
19 calculations, there's, you know, all kinds of
20 numbers that come on those types of things because
21 they have to be structurally sound. They have to
22 be engineered. This is something that people are
23 going to stand on top of. It's the same as having
24 a building.

25 And, in fact, the Department of

STACIE DARR - REDIRECT EXAMINATION BY MR. HUTTO

1 Buildings in Orangeburg is exactly who would have
2 reviewed those types of drawings. They reviewed
3 our mobile stage drawings. They reviewed our tent
4 specs as well for things that are larger than a
5 30x30 tent. So there's structural permitting that
6 has to go into these things and you can't build it
7 without all those engineering factors in place.
8 It's just how it's done.

9 Q. Do you recall discussing that structure
10 again in an e-mail I think that you were shown
11 towards the end of March?

12 A. Yes. So when everything had kind of
13 fallen apart with the overall deal and I was trying
14 to salvage what I could is when I was saying, can
15 we just get the VIP structure? Can we put the
16 money we paid towards that? Can we focus on that?

17 Q. When did you find out that that
18 structure would be impossible to provide
19 physically?

20 A. We were told towards the beginning of
21 May. So this was in March when I'm still trying to
22 say, can we at least get that? Still trying to
23 have some kind of good faith negotiation to try to
24 salvage something out of the money that's been paid
25 to them.

STACIE DARR - REDIRECT EXAMINATION BY MR. HUTTO

1 Q. How did you find out that it would be
2 physically impossible to build that structure?

3 A. Only upon review of the internal
4 e-mails that were provided by counsel upon
5 subpoena. There were documents between the
6 internal staff at Seating Solutions that said that
7 as designed they could not support the lateral
8 load. Which means the lateral people standing on
9 it. They couldn't do it. The design wasn't
10 executable.

11 So, the documents, those e-mails were
12 dated the same timeframe prior to when I was still
13 trying to negotiate to get the VIP platform. They
14 knew at that point that they couldn't engineer it.

15 Q. Was -- and you probably answered this
16 before, but let me clarify. Was anything ever
17 delivered to you from Seating Solutions to your
18 land in Bowman?

19 A. Never. We received nothing.

20 Q. Thank you.

21 THE COURT: Anything on recross,
22 Mr. Brannon?

23 MR. BRANNON: No, sir.

24 THE COURT: All right. You can step
25 down.

1 MR. HUTTO: Your Honor, may I publish
2 that stipulation to the jury?

3 THE COURT: Yes, sir. Ladies and
4 gentlemen, what Mr. Hutto is going to publish to
5 you is what's called a stipulation. And we use
6 those sometimes when the parties agree on the facts
7 or a particular fact instead of having to bring a
8 witness in to take your time and further time of
9 the court, they've agreed on a specific fact and
10 both parties have signed that document. It will go
11 back into the jury room with you, but that saves us
12 all a little bit of time. He's going to publish
13 that to you right now.

14 MR. HUTTO: As the Judge said, you'll
15 be able to read this if you'd like later, but it's
16 relatively short.

17 "The parties hereby stipulate while
18 this action was originally filed against RI,
19 Incorporated, also known as Seating Solutions, and
20 Seating Solutions, LLC, that these businesses have
21 since been liquidated. Therefore, Scott Suprina is
22 named personally as the defendant in this action as
23 the former owner of RI, Incorporated or Seating
24 Solutions."

25 So, I'll place that back in evidence.

1 THE COURT: All right. Thank you,
2 Mr. Hutto.

3 MR. HUTTO: Your Honor, we have no more
4 witnesses at this time. I -- maybe matters to take
5 up with the Court.

6 THE COURT: Okay. So you're resting?

7 MR. HUTTO: We are, Your Honor.

8 THE COURT: All right. Ladies and
9 gentlemen, I have some matters of law I have to
10 take up with the lawyers. This might take a
11 minute. So y'all just be at ease until we come get
12 you. I can't promise you how long it takes.
13 Sometimes it takes 10 minutes, sometimes it takes
14 30. Sometimes takes longer. But in any event, I
15 don't want to promise you a time because I can't
16 promise you anything right now, but we'll get back
17 to you as quickly as we can.

18 (WHEREUPON, the jury left the courtroom
19 at 3:16 p.m.)

20 THE COURT: All right. Counsel, y'all
21 got any motions?

22 MR. HUTTO: Your Honor, I do. I
23 understand with respect to directed verdict motions
24 that the Court will likely want to hear from the
25 defense before granting any. However, I'd like to

1 go ahead and place directed verdict motions in
2 plaintiff's favor on the record.

3 With respect to each of the plaintiff's
4 causes of action including unjust enrichment,
5 conversion, breach of good faith and fair dealing,
6 prejudgment interest and breach of the Unfair
7 Trade Practices Act.

8 Your Honor, I think that with respect
9 to each of those, particularly unjust enrichment
10 and conversion, there is overwhelming evidence that
11 has been put before the Court and so we would ask
12 for a directed verdict on those. I understand if
13 the Court holds that until after defense's
14 argument; however, I want to put those on the
15 record now.

16 I also want to make complementary
17 directed verdict motions with respect to the
18 counterclaims that have been set forth by the
19 defendant. There is a breach of contract claim,
20 Your Honor. I think there's abundant evidence that
21 there was no meeting of the minds in this
22 situation. That would defeat a breach of contract
23 counterclaim on behalf of -- on behalf of the
24 defendant and any actions in contracts therein.

25 With respect to negligent

1 | misrepresentation, we believe that there's ample
2 | evidence in the record that supports that there was
3 | no intentional or negligent misrepresentation on
4 | behalf of the plaintiff to the defendant.

5 | Perhaps if -- we'd make the same
6 | argument with respect to Unfair Trade Practices,
7 | Your Honor. But there is one particular cause of
8 | action that I think in addition to all of that,
9 | Your Honor can dismiss out of hand at this point
10 | and that is the abuse of process counterclaim.
11 | Your Honor, there's nothing that's been presented
12 | by any party that suggests that anybody on Yonder
13 | Field, LLCs is attempting to abuse the judicial
14 | process for an ulterior motive.

15 | So while we would make all of those
16 | motions, I would ask that the Court spend
17 | particular time on the piece of process claim
18 | because there's just no evidence on that
19 | whatsoever.

20 | THE COURT: Counsel?

21 | MR. KENNEDY: Your Honor, please the
22 | Court. As it relates to the abuse of process, we
23 | are willing to dismiss that particular cause of
24 | action.

25 | Your Honor, we believe that enough

1 evidence has been presented here today that these
2 issues could likely go to a jury and we wish to
3 present our own testimony on behalf of our client
4 as it relates to our particular claims, Your Honor.

5 We dispute the fact -- or we dispute
6 the facts of whether there was a contract or
7 there's been unjust enrichment and we believe the
8 trial should continue. And I understand as
9 Mr. Hutto said that that may be -- those motions
10 maybe heard again later at the end of the trial.
11 However, we would make our own request for a
12 directed verdict as it relates to conversion.

13 And, Your Honor, I'm simply looking at
14 your jury charges that you provided here to us
15 today, Judge, that are obviously based on South
16 Carolina State law. And just going through without
17 reading them all, the plaintiff must show
18 unauthorized access of control over personal
19 property belonging to another person which either
20 changes or excludes the owner's right to the
21 property. They also must show the defendant's
22 gained control and possession of the property and
23 before prevented the plaintiff from using the
24 property.

25 Finally, the plaintiff must show that

1 the defendants did this without the plaintiff's
2 permission. If the plaintiff is expressly or
3 impliedly agreed to or approved the defendants
4 taking use, retention or disposition of the
5 property, the plaintiff cannot recover for the
6 conversion of the property.

7 Your Honor, she admitted multiple times
8 in testimony that -- and it's been called different
9 things, but made pre-rent payments or pre -- or
10 rent payments that were considered to be rent
11 and/or deposits voluntarily in order to, I think
12 her words were and if I'm misstating it, I
13 apologize. So I'm paraphrasing it, to buy, if
14 nothing else, an opportunity.

15 So, Your Honor, I believe that she
16 expressly gave him permission to have the money.
17 She wired three different wires. Additionally,
18 Your Honor, as it relates to the Unfair Trade
19 Practices Act and I'm going back to your, again,
20 based on South Carolina State law, the general jury
21 charges that would go forward. But, again, they're
22 based on the law that says, a trade practice or act
23 is an unfair trade practice or act that defends
24 establish public policy or is moral, unethical or
25 impressive. Does not include acts, practices or

1 representations that are nothing more than dealer
2 talk or what is called puffing.

3 Further, Judge, it says the party must
4 prove that the Unfair Trade Practice or act has an
5 impact on the public's interest. And, Your Honor,
6 here we have a situation and it can't be -- and it
7 says, I went a little ahead of myself, in addition,
8 the party must prove that the Unfair Trade Practice
9 or act affected persons other than the parties to
10 the transaction.

11 Your Honor, I understand that they were
12 attempting to create a venue. But in doing so,
13 they had to have other things go their way in order
14 for it to be successful. It was not just chairs.
15 It was not just cabins. It was not just signing
16 artists. It was not just getting concessions. Any
17 of these things could have stopped Yonder Field
18 from going forward.

19 So, Your Honor, we don't believe that
20 there's been any person other than the affected
21 parties that are parties to the transaction that
22 have been affected. We don't believe, Your Honor,
23 that it offends established public policy or is a
24 moral or unethical or impressive or in any way.

25 You know, again, we believe this is a

1 breach of contract case. I understand Mr. Hutto's
2 client and Mr. Hutto believe that it's not. And
3 that it is a, among other things, an unjust
4 enrichment case. But, Your Honor, we would make a
5 motion for a directed verdict on the basis -- or on
6 the Unfair Trade Practices in addition to
7 conversion. Thank you.

8 THE COURT: All right. Thank you.
9 Mr. Hutto?

10 MR. HUTTO: Yes. With respect to the
11 Unfair Trade Practices. I will say I believe it's
12 several of those bullet points listed by defense
13 counsel would be questions of fact for the jury.
14 If Your Honor disagrees, then I believe that a
15 comparable motion would be appropriate from the
16 plaintiff in that that is a cause of action that is
17 also alleged by the defendant.

18 And I want to point out and very
19 importantly on conversion that if you continue
20 reading the jury charge, it actually clarifies
21 exactly what I would point out. That conversion
22 can occur in a few ways and that includes -- two of
23 them include legally getting possession of the
24 property and then either improperly disposing of it
25 or refusing to return it. And that's exactly what

1 we're dealing with here.

2 Do we -- did they get possession of it
3 legally? Perhaps. We can argue about that, but
4 certainly the jury charge contemplates that you
5 could have it legally and then refuse to return it
6 or dispose of it in a way that you weren't supposed
7 to and that it's still conversion.

8 THE COURT: Okay. All right.
9 Mr. Hutto, on your motions, I'm going to deny your
10 motions for a direct verdict on your client's
11 claims as I would like to hear the rest of the
12 evidence on that as well as on their counterclaims.
13 I got the abuse of process being dismissed, so I'll
14 remove that from the charge.

15 The conversion. In taking all facts in
16 the like most favorable to the nonmoving party, I
17 think it does need to go forward. I think,
18 Mr. Kennedy, you mentioned the word "retention"
19 which is part of that charge and I think there's
20 ample testimony here that Ms. Darr asked for at
21 least some sort of a refund at some point. So I
22 think there is enough in the record for it to move
23 forward.

24 On the Unfair Trade Practices. I'll be
25 honest with you, when I was putting the charge in

1 | last night or to both of you, I was having some
2 | heartburn about the public interest issue. I do
3 | want to hear the rest of the evidence. I know you
4 | both have it. I'm a bit skeptical that it goes for
5 | either one of you to the jury because it does seem
6 | to be a very personal transaction. I'm not going
7 | to grant either of your motions on it right now,
8 | but will of course address it again at the close of
9 | defense's case.

10 | MR. BRANNON: We can revisit it after?

11 | THE COURT: Yes, sir. Yeah, you'll all
12 | be able to renew your motions at the close of
13 | defense's case.

14 | MR. HUTTO: Thank you, Your Honor.

15 | THE COURT: All right.

16 | MR. BRANNON: Your Honor, could we have
17 | 10 minutes? I need to chat with my client.

18 | THE COURT: Yeah.

19 | (There was a short break.)

20 | (WHEREUPON, the jury entered the
21 | courtroom at 3:50 p.m.)

22 | THE COURT: Okay. Ladies and
23 | gentlemen, the plaintiff has rested its case and
24 | now it's the defense's turn to present their case
25 | to you. Mr. Brannon?

SCOTT SUPRINA - DIRECT EXAMINATION BY MR. BRANNON

1 MR. BRANNON: May it please the Court?

2 THE COURT: Yes, sir.

3 MR. BRANNON: I would call Scott
4 Suprina to the witness stand.

5 SCOTT SUPRINA,
6 being first duly sworn, was examined and testified
7 as follows:

8 MR. BRANNON: May it please the Court?

9 THE COURT: Yes, sir.

10 DIRECT EXAMINATION

11 BY MR. BRANNON:

12 Q. Sir, you're Scott Suprina?

13 A. I am.

14 Q. Where do you live right now?

15 A. In New York on Long Island.

16 Q. Okay. Did you ever live in South
17 Carolina or have a home in South Carolina?

18 A. I did.

19 Q. All right. How old are you?

20 A. 64.

21 Q. All right. Tell me about your
22 residency or partial residency in South Carolina.
23 Tell me about that.

24 A. I have two sons, one 37 and the other
25 one 30. And the 30 year old was a Gamecock. So I

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1 frequented South Carolina in Columbia and decided
2 -- I was a manufacturer in New York on Long Island
3 which is a difficult thing to do because of the
4 cost of everything and payrolls and things like
5 that, and I had an idea to look down here and see
6 if I could find a new home for a factory, the
7 business was growing.

8 Q. Okay. All right. Now you've talked
9 about your sons, tell the jury about your wife.

10 A. I've been married to a wonderful woman
11 for 40 years. That's something to be able to say,
12 Lisa Suprina. I'm blessed.

13 Q. Lisa Suprina. All right. Did you find
14 a piece -- did you find a business location in
15 South Carolina?

16 A. I did.

17 Q. Tell the Court about that. What is
18 that?

19 A. Well, it was the home of Seating
20 Solutions originally. It's 48 acres in Landrum.
21 Had 100,000 square foot manufacturing facility on
22 it.

23 Q. Okay. And tell -- do you know what it
24 was before you bought it?

25 A. Oh, god. It was a large company that

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1 made packaging products. I don't recall the name
2 of it, but it was a large packaging company that
3 since went out of business. It was actually empty
4 when I bought it.

5 Q. Right. But you bought what had been
6 and existing building; is that correct?

7 A. Correct.

8 Q. All right. When you came to Landrum,
9 how many people did you hire?

10 A. The entire company had 130, 140 people.
11 About 35 of them in New York, so 100 people.

12 Q. All right. One hundred people here.
13 Now, you no longer own the manufacturing portion of
14 that business. You sold the assets of Seating
15 Solutions; is that correct?

16 A. Yes. I sold the company itself. And
17 when we say assets, just so everybody's not
18 confused, it's everything from my client list, to
19 the e-mail list, to the trucks, to the vehicles, to
20 everything. Curious enough, they didn't want the
21 building, so I still own the place.

22 Q. Still own the building?

23 A. Yeah.

24 Q. All right. Now, there was some
25 testimony yesterday that you somehow secreted the

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1 fact that you had been sued from the buyers of your
2 business; is that true, sir?

3 A. No. It's more true to say that I was
4 aware of the Yonder Field suit. And it was kind of
5 strange because Yonder Field came within two years
6 of the deal falling apart they sued me and then it
7 went away. Just disappeared, evaporated. And then
8 it came back a year and a half later and then it
9 came back eight months ago, again.

10 So when I was selling the business, my
11 feeling is and my feeling still is, if there is a
12 debt here, if somebody did something wrong, and it
13 was somebody from my company or myself, that would
14 not be owed by the company that bought me anyway,
15 so I have an obligation to clean it up. So I
16 didn't need to tell them, they didn't buy the debt
17 -- the liability, if you will.

18 Q. Okay. Tell the jury what Seating
19 Solutions did.

20 A. Seating Solutions was a company that I
21 started about 30 years ago. And --

22 Q. Okay. I don't want -- tell them what
23 you did -- what did you do the day you sold the
24 business? Tell me that.

25 A. We sold, designed, rented and installed

1 seating systems for sports and entertainment.
2 Everything from the Macy's Day parade, 12,000 seats
3 a year for 29 years. To Simpsonville Amphitheater,
4 their seats to David Beckham Stadium to the big job
5 she's talking about which is Desert Trip. Those
6 are 31,000 seat rental.

7 So, it was a company that I built. We
8 manufactured our own product which gave us the
9 ability to better serve the client when they had a
10 difficult situation for installation, we could do
11 that whether it was rental or purchase.

12 Q. Okay. Now, let's go back to where you
13 were a minute ago. Did you have a dream when you
14 built your business? When you started your
15 business?

16 A. When I was a young man I had a dream
17 that didn't work out so well.

18 Q. What do you mean by that?

19 A. The dream was to support the family and
20 to be a good provider and to do those things. And
21 I think I had more energy than brains, more than
22 skill. I bought a business and within three years,
23 sold so much product and had no business education
24 that I lost my home and I lost the business. So
25 I've been on the bad side of not having the

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1 education you need to have to properly address the
2 market you want to get into.

3 I was blessed and I'll just share with
4 you because it's one of my happier things. My next
5 door neighbor kid/father knocked on my door and
6 offered to mentor me. And he mentored me for 35
7 years. And he recently passed, but he taught me
8 business.

9 Q. How did you come to know of this thing
10 called Yonder Field?

11 A. I believe, from my recollection, and
12 it's six years ago or so, I was out in the
13 California taking down Desert Trip. In my business
14 when we did big projects even though we were doing
15 my last year in business, we did 28 million dollars
16 in business. When I had a big project, I went to
17 the job. Because it's a daunting task to build
18 something, 31,000 seat stadium. Like many stadiums
19 that you're going to take down. I mean, my crew
20 was like family. My people worked hard, so you
21 wanted to be there to set the example, set the
22 pace.

23 Q. Okay. But, again, I asked you how did
24 you hear about Yonder Field?

25 A. Robert got in touch with the office and

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1 I think he got Cameron's e-mail.

2 Q. Okay. When you say Robert, you mean
3 Robert Darr; is that correct?

4 A. I do. Yes.

5 Q. Okay. So the first contact was made by
6 Yonder Field to Seating Solutions; is that correct?

7 A. That is correct.

8 Q. Prior to that communication, did Scott
9 Suprina know what, who or anything about Stacie
10 Darr or Stacie White or Yonder Field?

11 A. No, nothing.

12 Q. All right. Who did you communicate
13 with in preparation for the 31,000 seats stadium at
14 Desert Trip?

15 A. A company called Goldenvoice.

16 Q. Okay. And is Goldenvoice a division of
17 another company?

18 A. AEG.

19 Q. AEG.

20 A. Anschutz Entertainment Group.

21 Q. AEG, isn't that the same company that
22 Ms. Darr worked for?

23 A. She said so, yes.

24 Q. All right. So you rented seats to AEG
25 for Desert Trip?

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1 A. I did.

2 Q. And by her testimony, she worked for
3 them; is that correct?

4 A. Yes.

5 MR. HUTTO: Your Honor, could I just
6 ask for a caution on leading?

7 THE COURT: Yes, sir. Go ahead.

8 Q. Have you gotten a call from AEG since
9 the Yonder Field deal went south?

10 A. No, never.

11 Q. How much did they pay you per seat for
12 the seats in Desert Trip?

13 A. With the situation where at the time
14 the -- they rented two style seats. They rented
15 one of the plastic version that Stacie talked so
16 poorly about. That was the bread and butter of my
17 business for years. And then they rented about, I
18 want to say 60 percent of the padded. And the
19 padded seat version, I think when they came to
20 rent, I only had 6- or 7,000 of those.

21 So, for the 6- or 7,000 I had, they
22 paid me like \$90 a seat. When I sent them the
23 sample, they liked it so much that they wanted
24 20,000, so I was short 12,000 seats. And I
25 couldn't invest in buying 12,000, I was still a

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1 growing company. So the second batch of the 12,000
2 initial seats, they paid \$125 a piece to rent. The
3 total rental at Desert Trip was almost two and a
4 half million dollars and they only used it for two
5 weekends.

6 Q. Okay. Now, you've heard the testimony
7 in here for a day and a half now that Desert Trip
8 was initially scheduled to be three years in a row;
9 is that correct, you heard that; right?

10 A. Desert Trip, when we took that job was
11 a one year commitment.

12 Q. A one year commitment.

13 A. Well, actually a one time commitment.
14 It's not a year, it's two weeks. But it takes
15 about eight weeks to put it up and take it down.

16 Q. Got it. It was a one year commitment?

17 A. One time commitment; correct.

18 Q. One time commitment. All right. So,
19 you rent seats to AEG for \$125 for one use;
20 correct?

21 A. One use, two weekends.

22 Q. Two weekends. Got it. So somebody
23 comes to you and says, hey, you got those seats
24 sitting in a warehouse, you're not using them, why
25 don't you rent them to me for 20 bucks. What's AEG

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1 going to do the next time they want those seats for
2 the next Desert Trip?

3 A. They're going to want them for \$18.

4 Q. There you go.

5 A. Because somebody else got them for 20.
6 So, you can't kill your own market.

7 Q. So it doesn't make sense that you would
8 rent those for less to a startup than you would to
9 AEG?

10 A. Correct. And it also kills the value
11 of that product. If I start giving away that
12 product, then my lower end product has nowhere to
13 be sold. If I'll sell the higher end at \$35 and
14 the lower end was \$35, well, I'll just have a
15 warehouse full of the lower end stuff. It's an
16 easy decision to make. Which one do you want, the
17 Cadillac or the Volkswagon? You can get them at
18 the same price. Everybody's driving Cadillacs.

19 Q. Did you solicit business from Yonder
20 Field?

21 A. No.

22 Q. They contacted you?

23 A. And then I responded as a salesman
24 would, yes.

25 Q. So now I want to ask you to look at

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1 Exhibit Number A, Letter A, Number 1. And I'm
2 going to apologize to the jury, they've seen it 15
3 times. What is that, Scott?

4 A. That is an e-mail from Robert Darr --
5 from Cameron Pulliam. This is from Cameron -- no,
6 it's from Robert, I'm sorry. It's two prints on
7 here. It's from Robert Darr of Yonder Field.

8 Q. What's the date?

9 A. December 12th.

10 Q. Okay. What year?

11 A. 2016.

12 Q. Is that the first communication that
13 you or your company received from Yonder Field?

14 A. I believe so.

15 Q. Okay. And do they tell you a number of
16 seats that they're interested in?

17 A. Eleven thousand seats for GA and the
18 grandstand that will hold 1,000 people in a VIP
19 area.

20 Q. And do they give you a timeframe that
21 they would need to have use of these seats?

22 A. May 1st and will need to stay until
23 August 30th. But mind you, I'm not saying she told
24 me she needed it for the entire time. She needed
25 it anytime within that timeframe.

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1 Q. Anytime within that timeframe?

2 A. To be decided later.

3 Q. Right. So let's talk about that. If
4 somebody tells you I need seats to be used anytime
5 between May 1 and August 30, can you rent those
6 seats to anyone else during that period of time?

7 A. Well, again, what Stacie said is true.
8 The reason that the price came down is because we
9 made an agreement that when you're not using it, if
10 I give you 30 days notice and I can pull it out,
11 let's say it's -- she has an event on May 15th and
12 she'll be done with it by the 18th. If I needed it
13 the 20th through the 21st, I could take it and rent
14 it. But, over that time span, if she wanted it for
15 May 15th and May 28th, she had it. So until she
16 identified the date she wanted to use it, I really
17 couldn't rent it.

18 Q. Right. You had to know what her use
19 was before you could rent it to somebody else; is
20 that right?

21 A. She was guaranteed use.

22 Q. That's right. So -- but -- one of the
23 things that happened was the price came down
24 because you were willing to be flexible; is that
25 correct?

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1 A. Yes. I wanted --

2 MR. HUTTO: Object to leading.

3 MR. BRANNON: I apologize, Your Honor.

4 THE COURT: I mean, I've been allowing
5 it to try to get through the history, but we're
6 starting to get into the substance. So, sustained.

7 MR. BRANNON: I got to do better.

8 THE COURT: That's all right. We're
9 good.

10 Q. Okay. Now, I want to go back. Would
11 you tell the Court what this is Plaintiff 1?

12 A. This is January 10th, I believe it's
13 the first time we gave them an offer of style of
14 product, kind of seats, quantity of seats, rental
15 per week, rental for duration. Just a lot of
16 possibilities of how we could help them with the
17 seats she wanted which was the better product,
18 what's called the bravo seat in our business. So
19 doing it with bravo, this is a budget.

20 Q. Okay. And what was the price that you
21 quoted in that initial letter?

22 A. There's no total because it's question
23 of volume, but it was in the area of over a million
24 bucks, a million two, I think.

25 Q. And that is Plaintiff's 1; is that

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1 correct?

2 A. That is.

3 Q. All right. Now, after you received
4 this document in December, did you make a trip to
5 Yonder Field yourself?

6 A. Yep, I made a trip with Cameron.

7 Q. With Cameron. Would that have been the
8 first time that you met Ms. Darr and her brother?

9 A. It was.

10 Q. Okay. All right. And do you remember
11 approximately when that was?

12 A. I'm really bad. I think from what I'm
13 hearing here it was December.

14 Q. December of '16; right?

15 A. Correct.

16 Q. Okay. When did you learn about her
17 desire for these cabins?

18 A. I think that was all in the first trip.
19 I think she had that concept nailed down.

20 Q. Okay. So when you went to Yonder Field
21 in December of 2016, you became aware of her desire
22 for these log cabins; is that correct?

23 A. Correct.

24 Q. Now, Desert Trip, were there any log
25 cabins at Desert Trip?

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1 A. No, sir.

2 Q. Had you built any staging or whatever
3 you -- structural assets to go around any cabins
4 for Desert Trip?

5 A. No, sir.

6 Q. Okay. The seat would have been the
7 same; is that correct?

8 A. The seats were the same. We had both
9 the bravo and what we called the ultimate and
10 that's what she finally got an offer of, so they
11 were both the same.

12 Q. But what was different?

13 A. In Yonder Field, we had to custom
14 design a stand that would jump a custom cabin. And
15 the problem not just getting over the cabin, going
16 over the top of it, but you couldn't have any posts
17 coming down where there was a door or a window or
18 anything like that. It had to fit into the support
19 structure, had to be designed to not ruin the look
20 of the cabin.

21 Q. Okay. All of that had to be
22 manufactured; is that correct?

23 A. The interesting thing about the way
24 I've always done it and what has helped my company
25 grow is I manufacture in a modular design. What

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1 | that means is, if I built you a custom product
2 | let's say that was worth \$200,000. I would build
3 | it and if I had to take it back and reuse it, maybe
4 | the custom part of it would only be \$40,000 worth.
5 | The rest would all be modular stuff I could use
6 | somewhere else.

7 | So because I was a rental guy, I didn't
8 | want to build something I could use one time, get
9 | it back, and have no use for it. So when I built
10 | you a big structure like that, 70 percent of it was
11 | repeated use stuff that I had in stock for. If you
12 | wanted to build the grandstand in the parking lot
13 | here, I'd just come in and build it. We're in
14 | stock, we're all done. If you wanted to put a fire
15 | truck under it, I'd have to build you a custom
16 | frame so you could put a fire truck under it.

17 | Q. Okay. All right. You learned about
18 | the cabins on your trip to Yonder Field in
19 | December. I'm going to ask you to look at what is
20 | Letter B, Number 2. What is that?

21 | A. This is a letter from Cameron to Stacie
22 | on January 4th after a couple of conversations with
23 | Todd at the cabin company. We have the dimensions.
24 | We're working feverishly to have these changes made
25 | so we can jump the box. And it is our opinion that

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1 if you hire us on, we'll work closely with the
2 company coordinate proper access. So it's a letter
3 stating that, hey, Green River Cabins is down the
4 block, we spoke to them, we can definitely jump the
5 cabins.

6 Q. So on January 4th though, Cameron in
7 his letter -- would you agree that you haven't been
8 hired on January 4th?

9 A. Yes, I would agree.

10 Q. Okay. All right. At that point
11 though, had you already talked with Green River Log
12 Cabin?

13 A. Yeah. I just wanted to see if it was
14 possible to jump the cabin. If it's not possible,
15 I can't quote it.

16 Q. Please identify Number 3, Letter C.

17 A. Just -- I left her a voicemail and said
18 I wanted to discuss the opportunity. I believe I
19 found a way to get you 12,000 seats.

20 Q. Okay. Read that bottom paragraph.

21 A. I want to let you know the reason I am
22 being pushy is this a great deal of product that
23 will be tied up for a long period of time and I
24 need to know now if I will or will not have this
25 product available for other clients. I am hopeful

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1 | that we can work together on this project as we see
2 | this is a great opportunity. You can call me on my
3 | cell phone at anytime. I will be in all day
4 | tomorrow. If you need a time, please let me know
5 | when we will get together.

6 | Q. Okay. And what's the date on that?

7 | A. January 18th.

8 | Q. January 18th. Forgive me, I'm going to
9 | go back now and ask you to look at, because they
10 | were introduced out of order, would you identify
11 | Number 11, Letter K?

12 | A. Number 11, Letter K. This is from
13 | Stacie White to Cameron, I believe. Hi Scott,
14 | after reviewing the plans, we are good with the
15 | setup for the VIP grandstand. We would plan on
16 | Section A with the option to add B at some point
17 | during the season should we see a need.

18 | Q. Okay. So these two are out of order
19 | because of the way they were introduced. But would
20 | you --

21 | A. Date wise you mean?

22 | Q. Date wise?

23 | A. Yeah.

24 | Q. Would you agree that you're following
25 | up that e-mail or that correspondence with this

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1 correspondence?

2 A. Yes. At first, discovered we could
3 jump the boxes and then I said I think I figured
4 out a budgetary way to make this work for you.

5 Q. All right. Now, let's talk about the
6 second document there in your hand. What is that?

7 A. That's the drawing of the structure
8 that goes over the cabins.

9 Q. Okay. Now, are you an engineer?

10 A. If you count years of experience in one
11 certain product, but by school, no.

12 Q. Okay. How many engineers did Seating
13 Solutions employ?

14 A. We employed about five draftsman, but
15 we only -- we hired an engineer as needed. But
16 I've had a relationship with Richard Barrios who is
17 our structural engineer who only does seating
18 systems, does nothing else. And Richard and I have
19 worked closely for 30 years.

20 Q. And we'll talk about him later, but
21 he's the engineer that would have assisted you in
22 the construction of this; is that correct?

23 A. Not at this phase.

24 Q. But ultimately?

25 A. Correct. Before we deliver it when

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1 we're required to provide engineer drawings for the
2 state or the city or wherever it was going, Richard
3 would stamp them, Richard would do the loads,
4 Richard would provide all the technical data
5 required by the township. But this drawing is
6 substantially correct in size and spacing and
7 heights. If you cannot do a drawing like this, I
8 can't tell you without a very close to correct
9 drawing as far as heights and distances whether or
10 not you can see the stage. I can't tell you any of
11 that unless I could draw it. This is actually
12 drawn in autoCAD, but these are actually 3D
13 rendering pieces of structures we build with. So
14 when you put them on the page, they're accurate.

15 Q. All right. And Ms. Darr received that
16 on August 12th; is that -- excuse me. Excuse me,
17 January 12th; is that correct?

18 A. That is correct.

19 Q. Okay. She received it from whom?

20 A. Cameron.

21 Q. Okay. If you'll put that one down.

22 Before we go to the next exhibit, I want to talk to
23 you about the total seating that you were
24 contemplating providing. A and B; correct?

25 A. Well, A definitely; B, perhaps.

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1 Q. I understand. But what would we call
2 that type of seating?

3 A. Elevated seating structure built to
4 jumping existing cabins.

5 Q. And then there was the floor seating?

6 A. Yeah. Floor seating. Really called
7 that from an arena, a hockey arena or concert
8 arena, but it's on grass. We have a special system
9 where if you took that folding chair and put it on
10 the grass, the legs would dig in. We have a thing
11 we called floor jack. That's what makes us
12 specific in the marketplace where there's a track
13 that the seat leg sits on so it doesn't go into the
14 grass. So we can take it up and the grass is as
15 good as it was before we put it down. That's what
16 makes us -- made us special in the market place as
17 opposed to folding chairs.

18 Q. Okay. All right. Again, she asks --
19 she being Ms. Darr, asked for Section A of the
20 raised seating in her January 12 response; is that
21 correct?

22 A. She actually says, we would plan on
23 Section A and with the option to add Section B at
24 some point. So, yes. She's asking me to quote it.
25 She's asking me to give her the pricing and include

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1 | it in the package. That's what I got from that.

2 | Q. Gotcha. All right. Now, I'm going to
3 | ask you to look at Number 4, Letter D and explain
4 | what that is, if you can.

5 | A. This is from Stacie White, it's to
6 | myself. She's telling me that as an upstart she's
7 | subject to the funding schedule from her investors.
8 | I want to get you the full deposit up front and
9 | then pay the balance per month if we can. And it
10 | is a breakdown, her doing the math of how she would
11 | like to pay it for a total of \$580,000 plus tax.

12 | Q. Okay. Did you agree to accept \$580,000
13 | plus tax?

14 | A. Yeah, absolutely.

15 | Q. Okay. All right. So you agreed to
16 | 580; is that correct?

17 | A. That was the offer I presented to her
18 | that she accepted. But I definitely offered her
19 | \$580,000 worth of equipment, specifically itemized
20 | as to what that was and she eventually accepted.
21 | This is trying to get the terms nailed down. But
22 | subsequent to this, she -- we nailed down the
23 | terms, she gave the deposit and accepted the offer.

24 | Q. Okay. If you'll set that aside and
25 | please look at E, Number 5. Some of it's hard to

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1 read, but I'm going to ask you to read it, okay?

2 A. Okay. There's a couple of e-mails here
3 from Cameron and Stacie.

4 Q. Okay.

5 A. Stacie says to Cameron, can you please
6 put those terms into a quote or invoice that I can
7 sign and send back then I can process the wire.
8 Thank you for working with me on this. I
9 appreciate your partnership with us.

10 Q. Okay. Turn the page. What we got
11 there?

12 A. We have Cameron laying out the terms
13 for Stacie. Hope you're well. I know you're
14 probably running around like crazy. I just want to
15 shoot some information. As per my e-mail yesterday
16 and discussion with Scott, we want to work with you
17 on this project and help you accommodate as much as
18 we can. We will accept the payment terms you
19 quickly laid out yesterday for deposit as follows:
20 35, 50, 100 and then on delivery, 160,000, 30 days
21 after. Below you will find our wire information.

22 Q. Okay. So Cameron -- what did Cameron
23 accept in that second page?

24 A. Stacie had sent us the outline of the
25 deposit when she lists the deposit here and Cameron

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1 had -- January 23rd, both documents say 35,000.
2 February 15th, both documents say 50,000. And then
3 March 1st, Stacie asked for 50,000 and we asked for
4 100.

5 Q. And you asked for a hundred?

6 A. That's what we counteroffered with.

7 Q. Now, let's be clear. She asked for 50
8 --

9 A. Her deal was March 1st, 50; April 1st,
10 50; and instead we went to March 1st, 100,000.

11 Q. Gotcha. All right. Please identify
12 Number 8.

13 A. Number 8 is a rental contract that
14 actually lists the terms at the top. And then
15 lists very specifically the number of seats we're
16 offering for the floor seating, the style of seats,
17 the quantity of each style, the tiered seating
18 section that's jumping the boxes and the amount of
19 seats in that section. It breaks down that they're
20 agreeing to allow us to store on their site.

21 It also says in here that for the total
22 price package of 580,000, I would give her what is
23 called the VI portable. Which is a VIP suite that
24 is three stories tall on rolling wheels that I
25 created an event for Las Vegas events for the MGM

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1 and the charge for that was nothing. It was a way
2 I was trying to support her growth. Because if she
3 didn't have that, it would be hard for her to
4 define a VIP area for her ADA patrons. So I had
5 that in Landrum.

6 Q. What does ADA mean?

7 A. American with Disabilities Act.

8 Q. All right.

9 A. So I gave her that. And I gave it to
10 her because I thought she needed it. I'm in
11 Landrum, if she's successful, that's very good for
12 my company. There was never a time where I didn't
13 want her to succeed frankly. If she wins, I would
14 win. But if she's not paying me, I'm in business
15 to make money.

16 Q. All right. Does that contract have
17 some terms and conditions in it?

18 A. Yes, it does.

19 Q. Is there a provision in there regarding
20 cancellation?

21 A. Yeah, there is.

22 Q. Would you read that?

23 A. I got to find it. It's been years.
24 Upon pull of rental products from inventory, the
25 total rental on contract is due. No cancellations

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1 or revisions to the contract will be accepted.
2 Cancellation and charges will only be at the
3 discretion of Seating Solutions.

4 Q. Okay. That's in that contract; right?

5 A. It's in the contract.

6 Q. Okay. Now, let's be clear, she didn't
7 sign that contract, did she?

8 A. No, she did not.

9 Q. But she had it, didn't she?

10 A. Yes, she did.

11 Q. It was e-mailed to her, wasn't it?

12 A. Yes, it was.

13 Q. Okay. And you heard her, she was asked
14 a couple of times, did you ever receive any notice
15 that your money wouldn't be given back to you? Do
16 you remember that question?

17 A. I remember you asking it and her saying
18 no, no one told me that.

19 Q. But you gave her notice right there;
20 right?

21 A. Well, she read the rest of the
22 document, she knew the product she was getting.

23 Q. Okay. All right. I'm going to ask you
24 to look at Letter F, Number 6, it's been talked
25 about 100 times. What is that?

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1 A. This is an earlier version of a quote
2 for the same amount of money and roughly the same
3 description of goods. I don't see the free VIP box
4 in here. But maybe I just didn't read it all, but
5 I don't see it here.

6 Q. Flip to the next page. Now, that's the
7 document that Ms. Darr objects to being stapled to
8 the front page, okay?

9 A. Uh-huh.

10 Q. Please look at the payment plan set
11 forth on that document. Do you see it?

12 A. Yeah, I do.

13 Q. Please recite what the payment plan is?

14 A. January 25th is 35,000 plus tax.

15 Q. Did you get that payment?

16 A. Yeah. The 37 one we got. February
17 15th is \$53,000, includes the tax. And March 1st
18 is \$106,000.

19 Q. Did you get the February payment?

20 A. Yes, we did.

21 Q. How much of the March payment did you
22 get?

23 A. We got 70,000 out of 106.

24 Q. Okay. Whose signature is on that
25 document?

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1 A. Stacie's.

2 Q. Now, there's a part of that document
3 that's crossed out, do you know who crossed that
4 out?

5 A. Yes, Stacie did.

6 Q. Okay. Do you know why she crossed it
7 out?

8 A. I believe she crossed it out because it
9 says due 30 days after delivery, \$235,000 plus tax.
10 And I believe Stacie was trying to hedge her cash
11 flow which any smart business person would do and
12 she thought that if she could lower that payment
13 down it would help her stay in business and make
14 more profits sooner.

15 Q. Okay. There are other terms next to
16 what is crossed out; is that correct?

17 A. Yes.

18 Q. Who added those terms?

19 A. Stacie did. She crossed out the one
20 and then wrote what would be acceptable to her, a
21 counteroffer, if you will.

22 Q. All right. And then signed it; is that
23 correct?

24 A. Correct.

25 Q. Did you contest the change that she

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1 made?

2 A. No. The only thing that we had issue
3 with -- I have learned in my business that when you
4 say a term like, due three business days after
5 completion, that you and I could argue about what's
6 complete.

7 Q. Right. So you wanted --

8 A. So I'd rather put a fixed date on it,
9 pick a day, I don't care if we're going to be
10 complete on September 28th and you tell me October
11 3rd, at least I know that's the day I'm getting
12 paid and it's not going to be a chase.

13 Q. And we're going to talk about October
14 3rd in a minute. At that point, sir, with her
15 signature, did you believe that you had a contract
16 with Yonder Field to provide VIP seating and floor
17 seating?

18 A. I don't believe I had a contract, I had
19 a contract. It's not a belief. You know, there's
20 a big difference between what you believe and what
21 is reality, so.

22 Q. Sir, what did you -- at that point, on
23 January 24th when she signs that document -- let me
24 retract that. On January 26th after she had signed
25 that document and sent you the \$30,000, what were

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1 | you obligated to provide to Yonder Field?

2 | A. I was obligated to show up on, I think
3 | it was, is it April 28th? I was obligated to show
4 | up on the contract delivery date, the date in my
5 | offer with the VIP system standing over the boxes
6 | and with the floor track.

7 | Q. Were you prepared to do that?

8 | A. Yes.

9 | Q. Did you have the materials to do it?

10 | A. When I took the order, I don't -- I did
11 | not have all of the raw material to fabricate the
12 | custom products and also to fabricate some of the
13 | floor track sleds, so I was buying that in. But
14 | that's one of the reasons that you need to have the
15 | contract. You need to know you're moving and I'll
16 | say, generically, 90 days before delivery. If you
17 | don't have that 90 days, you can't make sure that
18 | you've got all the custom goods. Even as big as my
19 | company was, if I took a picture of the Landrum
20 | warehouse, you'd laugh at me. But it was very hard
21 | to know how many frames you have for this seating
22 | system, how many you do this, and it would be
23 | common place. We'd go in the back and we'd pull
24 | inventory and we'd come up three short and we'd
25 | have to make them. It was just that busy of a

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1 company that that would happen, but we were built
2 to do that. We're a very competent manufacturer.

3 Q. On January 26, 2017, were you prepared
4 to meet your contractual obligation to Yonder
5 Field?

6 A. Absolutely.

7 Q. Did you know what seats you were
8 sending?

9 A. Yes.

10 Q. Did you know what materials were
11 needed?

12 A. Yes.

13 Q. And were you able to comply?

14 A. Yes, and I intended to comply.

15 Q. All right. Now we're going to go to
16 October 3. Please identify that exhibit. That
17 would be -- what is that exhibit?

18 A. This is Number 7/G.

19 Q. G, thank you.

20 A. It's from Stacie White to Cameron. The
21 only issue I have with this is we will be paid in
22 full before the full contract is completed. I
23 prefer to reserve 10 percent payable on the date of
24 last performance to expedite. I don't disagree
25 with the logic.

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1 Q. Okay.

2 A. I get it from people who don't know me
3 in the business. They question -- I always tell
4 them, well, my stuff is standing up there, it's
5 worth a million dollars. I'm definitely showing up
6 to take it down. You know, it's like -- but many
7 people want to know you're taking it down, you
8 didn't damage anything, so it's not an unusual
9 request.

10 Q. Okay. Well, read the top one. It's a
11 little bit lighter.

12 A. Cameron says, can we agree on October
13 3rd -- yeah, on October 3, 2017 as a final payment
14 for the 10 percent.

15 Q. That's Cameron asking. So in your
16 mind, what was Cameron firming up with the October
17 3 date?

18 A. He was firming up our objection to the
19 due three business days after completion. He was
20 saying, look, we don't like working with that, it's
21 too up in the air. We'd rather have it as a locked
22 in date.

23 Q. And was that the last tangible in the
24 terms of the contract?

25 A. To me it was.

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1 Q. To you it was. And she accepted
2 October 3rd, didn't she?

3 A. She did in writing in an e-mail. And
4 she commented on saving the one percent tax by
5 talking to a government official or something.

6 Q. Now, I'm going to ask you to look at
7 Item 11, Number 5. I believe that closes the
8 circle here.

9 A. Yes. Stacie White on January 26th at
10 6:50 p.m. responded to Cameron, I can agree to
11 October 3rd -- the line prior to that, I'm sorry.
12 I'm working on seeing if we can get that waived for
13 a year. That was in response to Cameron's comment.
14 Finally, we noticed after doing some research that
15 Bowman, South Carolina is subject to a specialty
16 tax of one percent on top of the six percent.
17 Please confirm. If so, we will need to adjust the
18 invoice. And her response to that is, I'm working
19 on seeing if we can get that waived for a year and
20 I can agree to October 3rd.

21 Q. All right. Now, you received a payment
22 of \$37,000 from Stacie Darr on January 26, 2017; is
23 that correct?

24 A. From Yonder Field, yes.

25 Q. From Yonder Field?

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1 A. Yes. That's correct.

2 Q. Okay. Please identify Number 31.

3 A. Number 31 is from Dalton to Brett who
4 was my purchasing agent.

5 Q. Okay. So let's back up. Who's Dalton?

6 A. Dalton is my younger son.

7 Q. The other gentleman is who?

8 A. Brett Paladino used to be a buyer for
9 us.

10 Q. And just read their conversation.

11 A. This is on February 1st at 5:10.

12 Brett, meet with Scott on Monday morning to execute
13 POs for new order Yonder Field. Need to order
14 material. Lab seat frame material, floor track
15 material, custom elevation package VIP grandstand.

16 Q. Okay. All right.

17 A. And then there's a comment, Dawn --
18 because Brett wasn't so good at setting meetings,
19 Dawn, please make sure they have this meeting.
20 Thanks.

21 Q. Okay. Now I'm going to show you what
22 is Item J or Number 10. What is that, Mr. Suprina?

23 A. This is a purchase order that says
24 Siscon steel.

25 Q. It what is Siscon steel?

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1 A. It's a steel supplier in the Upstate.
2 And it's for different lengths of steel products.

3 Q. And what's the date on that statement?

4 A. 2/17.

5 Q. Okay. So it's not too long after your
6 meeting with your spec guy; is that correct?

7 A. That is correct.

8 Q. Okay. What was that material purchased
9 for?

10 A. Yonder Field.

11 Q. Yonder field. How much money -- what
12 is the invoice the total bill?

13 A. The total is \$35,311.09.

14 Q. And, again, it was for what?

15 A. Yonder Field. For the elevated seating
16 system.

17 Q. Okay. All right. What else is there?

18 A. Just -- oh, it's a job sheet here that
19 says, do you need forklift? Can we store equipment
20 on site? Just different things when we do an order
21 entry to give us the chance to plan it out.

22 Q. Okay. And so that is your company
23 beginning the process of meeting your contractual
24 obligations; correct?

25 A. Correct. I mean, I go down here and

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1 | there's a work ticket which is when we're
2 | fabricating something in the shop in South
3 | Carolina, it will say fabricate 46 ultimate, 3 seat
4 | racks. When you're transporting chairs like that
5 | or any other, you can't do it by hand, you have to
6 | rack them. So I was building more chairs, I needed
7 | more racks. Because I can't deliver a pile of
8 | chairs to the site.

9 | Q. Okay. Keep going. What else is there?

10 | A. Fabricate drink rail filler posts.
11 | This is -- there's a framing view attached of how
12 | we're going to frame over the frames for the VIP
13 | area. Just detailing connection points and things.

14 | Q. Okay. That's verification that your
15 | company spent money to meet its contractual
16 | obligations; correct?

17 | A. Yeah. That's why we needed the time in
18 | front of delivery. You can't deliver custom
19 | product without having time to fabricate custom
20 | product.

21 | Q. All right. Tell me about the process
22 | between January 26th and the day in March that you
23 | received a partial payment. What was going on?

24 | A. We were going full steam ahead. I
25 | mean, I did an inventory of the product I had

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1 inhouse, decided what we would need at that
2 timeframe based on orders inhouse to say, okay,
3 Stacie's renting 6,000 and I'm using what number
4 6,000 ultimate seats on floor track, do we have
5 that inventory? We're delivering in 90 days, will
6 we have it here? If we don't have that, what are
7 we short and how can we fabricate it? We needed
8 some three frame chairs which is our chair that
9 goes into the floor track and we needed track. We
10 needed a lot of track. Because it's uncommon for
11 the company at that time to do a 10,000 seat grass
12 field job. So that was just an uncommon deal.

13 We did have 10,000 of the -- actually,
14 we had 20,000 of the more expensive seats designed
15 for grass, but we didn't have that kind of quantity
16 of the ultimate seat. The less expensive one.

17 Q. All right. So, between January 26 and
18 the partial payment in March, it was full steam
19 ahead; is that correct?

20 A. Yes.

21 Q. Okay. All right.

22 A. And, by the way, that is the reason for
23 the structure of the payments. Because if you
24 don't get your cost of fabrication and production
25 out before you've made this stuff for your client

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1 then you're eating the loss. If you get ahead of
2 your client, you're eating the loss.

3 Q. Please identify and explain I or Number
4 9.

5 A. This is from March 23rd from Stacie to
6 myself. And she's telling me -- answering she had
7 either discussed it on the phone or sent a prior
8 e-mail about I'd like to take just the VIP
9 grandstand and not take the floor seats prior to
10 the May 27th show. We would not need the reserve
11 seats until most likely August. The timeframe may
12 move up, but we are best off planning for August.

13 And then she basically said, I've given
14 you \$160,100, apply all of that to the VIP, but
15 also you should hold those other seats because I'm
16 probably going to use them in August. When I take
17 a deposit on a job, it's a deposit on a job. If
18 you want to take elevated seats and floor seats,
19 the deposit is for everything. You can't then come
20 to me and when I package the price, I package it
21 for everything. You can't cancel one item in the
22 package. It's not priced that way. There's value
23 -- when I go to a job to put up VIP seats, we have
24 to unload the trucks, we have to do that, I'll send
25 a crew of 20, 25 guys, which we employ full-time.

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1 We don't use outside installers. We use all guys
2 flown around the country installing. So when I do
3 that, you've got to get -- I lost my train of
4 thought, I'm sorry.

5 Q. Is that her attempt -- is that Ms. Darr
6 attempting to renegotiate your agreement?

7 A. Yes. Ms. Darr is attempting to say,
8 apply all of my money towards this. This is all I
9 need now because my needs have changed. This is
10 March and I was supposed to deliver, I think --
11 she's now saying she's not having events in April,
12 she's having them later than that. And,
13 originally, we were contracted to do that. So now
14 the time that I had the seats per using them, I
15 have that time available now for the seats I had,
16 but there's no customer calling me two weeks before
17 asking for 10,000 seats. The business doesn't work
18 that way. You have to rent your seats, I'll say 90
19 days is the best way. Sometimes I have jobs that
20 are a year out.

21 Q. Did you respond to her?

22 A. Yes, I did, eventually.

23 Q. I want you to set that aside. You did
24 respond though; correct?

25 A. Yeah.

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1 Q. You rejected her offer; correct?

2 A. Yeah, I believe I countered.

3 Q. Ask you to look at what is marked as
4 Number 42.

5 A. And this to me amounts to a
6 renegotiation. So for me to use the word
7 "counter," I just want to watch myself on that
8 counteroffer. There's already a deal in place.

9 This is from Bob at Yonder Field.
10 Pursuant to Marc Palker who was the CFO of the
11 company for a short while, pursuant to the latest
12 round of discussion and received Scott's letter
13 from today, we're responding with an effort of
14 trying to make this work for all parties. Being in
15 our first season goes without saying the bumps and
16 bruises that come along, Stacie has never signed an
17 agreement. She will not provide a personal
18 guarantee. Stacie did agree to a quote sent from
19 you for a total 614,800. This was dated January
20 24th, Invoice 3898. However, we need to amend the
21 dates of payment as originally noted and amend it
22 in that quote. We will standby the agreement
23 quote.

24 Q. Read that again.

25 A. We will standby the agreement quote.

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1 Q. And it's coming from whom?

2 A. Her CFO, Bob.

3 Q. What's his name?

4 A. Bob, I don't see a last name.

5 Q. Bob Garcia ring a bell?

6 A. Yeah, that's it.

7 Q. Okay. All right.

8 A. It's Bobby at Yonder Field, so there's
9 no last name here. But we will stand by the
10 agreement, but we will not be able to make the May
11 15th payment. However, we can make the -- that
12 payment June 1, 2017. We will confirm we can make
13 the 37,850 payment on April 3rd. We agree we can
14 make the monthly payments as you outlined and
15 understand that any customary and late fees or
16 finance charges apply. And I'm going to take the
17 liberty to say, I don't know anybody who gave me
18 something, they don't call it a deposit on an order
19 who would agree to pay late fees or any customary
20 finance charges for money they gave me with the
21 idea I was going to hand it back to them if they
22 ever told me never mind, we don't want seats.

23 Q. All right. Now, I'm going to show you
24 Number 43rd. What's the first page?

25 A. The first page is titled "Wire

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1 Transfer." And it's from Marc Palker. Thank you
2 for your notification. Any expected payment as of
3 today, you're out of terms with Seating Solutions.
4 As such, your job is on hold until we are back on
5 track. We will await the payment later this week
6 and your ability to provide collateral or form of
7 guarantee for moving forward. If you need to
8 discuss this, please feel free to contact me. Best
9 regards, Marc Palker.

10 Q. What's the second page say and who's it
11 from?

12 A. Bob Garcia says --

13 Q. Now, who is Bob Garcia again?

14 A. SVP of finance. The title is right
15 here. Our payment will be late this week for we
16 did not go on sale as expected. We are also
17 meeting with our investors this week for a cash
18 call. All based on good news that we are arranging
19 with Live Nation, a major headliner show for May
20 27th and should announce this week. We're also in
21 the -- it says, in the end, middle of making a long
22 term exclusive promoter deal for this next season.
23 Let's discuss in the next few days.

24 Q. Okay. So what's the date of that
25 second e-mail, the second one that you just read?

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1 A. April 3rd is Marc and I think it's the
2 same day, but I don't see a date stamp on it. I
3 don't want to guess.

4 Q. Okay.

5 A. It's from Bob Garcia telling us that
6 all based on the good news that we're arranging
7 with Live Nation, a major headliner show for May
8 27th.

9 Q. And they're telling you you're going to
10 get a payment; isn't that correct?

11 A. That is correct.

12 Q. Mr. Suprina, did you ever get another
13 payment after that \$70,000 payment in March of
14 2017?

15 A. No, sir, I did not. I never got the
16 balance of the 106 that was due.

17 Q. The total contract price. I want to go
18 back to this document right here.

19 A. The other thing that's important --

20 Q. Let me --

21 A. Go ahead, sorry.

22 Q. 614, the number \$614,000 that their
23 senior vice president of finance says, sir, that's
24 \$580,000 plus tax; isn't it?

25 A. Correct.

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1 Q. That's the same number; correct?

2 A. Same number that Stacie signed the
3 paper to, same number that I took the deal from.

4 Q. But after the 70,000 partial payment in
5 March of 2017, you never got another dollar; is
6 that correct?

7 A. That is correct.

8 Q. But you were promised money --

9 MR. HUTTO: Object to leading, Your
10 Honor.

11 THE COURT: Sustained.

12 Q. Were you promised money after March of
13 2017?

14 A. After March of 2017, Stacie was trying
15 to figure out a way to keep the dream alive.

16 Q. What did her senior vice president of
17 finance offer you?

18 A. He told me that Live Nation was going
19 to come in, going to put on this big show. And
20 between you and I, had Live Nation stepped and had
21 events there, I think it would have a been a viable
22 venue. I don't know what went on there, but Live
23 Nation can bring any act anywhere, anytime they
24 want.

25 So the other thing about Live Nation

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1 | that I thought was attractive to Stacie is Live
2 | Nation would have funded the act. So if you
3 | invited Live Nation to put a show on here, the
4 | Rolling Stones would show up on the stage and you
5 | wouldn't have to do anything. You know, you might
6 | have to get the stage or the sound equipment or
7 | whatever, but you wouldn't have to pay them. They
8 | would pay them. So for -- I always thought for a
9 | young start up amphitheater or whatever you want to
10 | call Yonder Field, it would have been a very smart
11 | move coupled with, for lack of a better word, a big
12 | brother who year one could fill you with acts.
13 | And, yes, if you didn't make the profit, you've
14 | made through it with no penalty, well, that's okay,
15 | at least you'd survive.

16 | Q. Mr. Suprina, did you have an agreement
17 | to provide rental seating to Yonder Field for a
18 | specific period of time?

19 | A. Yes, I did.

20 | Q. Were you able to comply with that
21 | agreement, that contractual obligation?

22 | A. We were ready to perform, yes.

23 | Q. Did you agree to monetary payment or
24 | terms from Yonder Field?

25 | A. Yes, we did.

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1 Q. Who created those terms?

2 A. Stacie created everything. She created
3 the terms and then finally agreed to adjusting the
4 terms and then the end on the last payment also
5 agreed to that.

6 Q. Okay. The payment schedule was created
7 by her; correct?

8 A. Yes. And the other thing I need to
9 bring up here is there's a nice little story going
10 on about how the terms never ended. Because there
11 are exchanges where I say you're out of terms and
12 she says you got to help me, I can't pay you
13 according to our original contract, and I said, let
14 me see what I could do. So I would offer her let's
15 spread the payments out, let's do that. That was
16 not to try to make a deal. That was to try to
17 allow her to breathe and make the payments. To get
18 some income and make the payments.

19 I had nothing to gain by taking
20 \$160,000 from this woman. At that time, I was
21 doing 20 million dollars a year. I didn't need,
22 thank god, I mean, the business grew. I'm one of
23 the luckiest guys on the planet, but I worked my
24 ass off, but thank god my business was flourishing
25 the way it was. And, you know, earlier in the

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1 trial they called me a swindler. For god sakes,
2 I've worked too hard to be called a swindler. I
3 just take offense and because my last name's
4 Suprina I'm using mafia tactics. Where am I? The
5 playground? By the way and for the record, I'm not
6 even Italian, so I don't get it.

7 Q. All right. Were you being promised
8 payments beyond March of 2017?

9 A. I was being led to believe that she
10 made me offers of other ways to pay me.

11 Q. Okay. Sir, I'm asking about
12 Mr. Garcia, her senior vice president of finance.

13 A. Oh, he promised to make a payment to
14 Marc that never showed up.

15 Q. That never showed up?

16 A. Yeah.

17 Q. Did you hear Stacie Darr say that
18 things turned sour when you quit working with them?

19 A. Yes.

20 Q. When did you quit working with them?

21 A. I would say I quit working for them. I
22 was working for them to produce the product to put
23 up for their venue. And I quit when they stopped
24 funding what they agreed to fund.

25 And I've got to touch on one other

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1 | thing. When somebody misses a payment, it is
2 | perfectly logical if you want to get back on track
3 | to ask for a personal guarantee. Okay. It's
4 | perfectly logical. Stacie sat here and said in our
5 | industry it's not a standard. I hate to say this
6 | this way, but intending to open a concert venue
7 | does not put you in the concert industry. You earn
8 | your way into the concert industry. And when
9 | you're answered in entertainment and they call me
10 | to rent something, I say, yes, sir, I'll be there
11 | Monday. I don't even ask them for money. Guess
12 | why? We have a relationship and they'll pay me.
13 | Okay.

14 | But when somebody comes to you and I
15 | said this great idea and I wanted to help, it's not
16 | my idea. If she gets the Rolling Stones and makes
17 | a half a million dollars, she doesn't give me a
18 | bonus. That's her investment. That's what she's
19 | doing. When you have no credit, no experience,
20 | just like she couldn't get an act to open up
21 | because acts don't want to go and be the guinea pig
22 | for the venue, they don't want to do that. But if
23 | Live Nation says to somebody you're going there,
24 | they're going because Live Nation gave them 30
25 | other shows, so they'll go. And that's the

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1 leverage you need. Somebody new in the business, I
2 agree, I feel badly, it's a difficult business to
3 break into.

4 Q. All right. Let me stop you. Did you
5 stop working for them?

6 A. I told my guys that we're not going to
7 fabricate anything else, we're not putting more
8 money into this project because they're not paying.

9 Q. And when was that?

10 A. Somewhere in March. Beginning of
11 March. I think Marc sent an official letter.

12 Q. That the deal was put on hold; is that
13 correct?

14 A. Correct.

15 Q. And that letter is in evidence?

16 A. And production is stopped.

17 Q. Okay. But you were promised payment
18 beyond that; is that correct?

19 A. Yes.

20 Q. Mr. Suprina, did you swindled her?

21 A. Absolutely not.

22 Q. Did you cheat her?

23 A. No, I'd never cheat her. You know, in
24 30 years of this business, it's the first time I've
25 been in court by somebody saying I didn't deliver.

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1 I find it offensive. I know it might not matter to
2 the Court, but I worked hard and built my
3 reputation and did that. I didn't talk about
4 building my reputation, I built my reputation. I
5 was a leader in the business because I worked my
6 ass off and I was blessed. People came to me and I
7 got lucky a bunch of times and I guessed right a
8 bunch of times.

9 Q. Mr. Suprina, did you make any promises
10 to Stacie Darr that you could not keep?

11 A. No, sir.

12 Q. Did you go after her business? Did you
13 go to her and say let me do this job?

14 A. Initially, no. She contacted us first
15 because we were recommended.

16 Q. She came to you?

17 A. Yes.

18 Q. She wanted your product; is that
19 correct?

20 A. Because we were recommended. Because I
21 had the hottest product in the business by her own
22 definition. By her own definition my seats were
23 better than anybody's in the business, but I should
24 give them away to her because she's in South
25 Carolina.

SCOTT SUPRINA - DIRECT EXAMINATION BY MR. BRANNON

1 MR. BRANNON: One second, Your Honor.

2 Q. Did you object to her using your
3 seating in her notices to the acts to entice them
4 to come?

5 A. No. I actually -- what she said also
6 is true. We -- I wrote into the contract, no one's
7 mentioned it, but in the contract we wrote in to
8 drop the pricing that we wanted to be a sponsor of
9 her venue. That we wanted our brand associated
10 with her. That we wanted her to get our name out.
11 That's a plus to me. By the way, I will say, the
12 property was beautiful. This thing had all the
13 earmarks of being able to work. It wasn't, you
14 know.

15 Q. Okay. At some point, Ms. Darr came to
16 your office in Landrum; is that correct?

17 A. Yeah.

18 Q. I believe her direct testimony was that
19 she was on her knees begging, something to that
20 effect?

21 A. Thank god I think that was an
22 exaggeration. You know, I think she was
23 heartfelltly looking for a way to get money that she
24 desperately needed. I think that that's a true
25 assessment of how she came. And, you know, I felt

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1 bad for her.

2 I mean, we took a deposit for a job we
3 were doing of 160,000 and I was shocked that when I
4 went back to her and said, Stacie, you know what I
5 can do? I can loan you back \$60,000 at no interest
6 because I'd like to see you work this out. Now, I
7 don't know how many people doing the wrong thing
8 are going to offer you back money at no interest to
9 assist you to which she wrote me, if you're not
10 giving back all of it, then keep it. Well, listen,
11 I told you I went broke. If I went broke and
12 somebody offered me \$60,000 to try to get my ass
13 out of a hole and told me no interest, I would have
14 taken the money. I would have certainly have taken
15 the money.

16 Q. She didn't take that money, did she?

17 A. No, she didn't take that money.

18 Q. Mr. Suprina, I don't have anymore
19 questions -- excuse me.

20 MR. HUTTO: Your Honor, I don't think I
21 can go through cross in a time that's going to be
22 fair to the jury for them to be able to get home,
23 so.

24 THE COURT: Well, let him wrap up and
25 we'll address that.

SCOTT SUPRINA - DIRECT EXAMINATION BY MR. BRANNON

1 MR. BRANNON: Thank you.

2 MR. HUTTO: I'm sorry, I thought that
3 he --

4 MR. BRANNON: I did and then Chris
5 asked me a question.

6 MR. HUTTO: I'm sorry.

7 THE COURT: That's okay. I was already
8 a step ahead of you.

9 Q. Would you send pictures of seats to
10 acts or to -- for advertisement if you didn't think
11 you were getting those seats?

12 A. I wouldn't. Because I think that
13 people have an expectation of your venue looking
14 like what you present. I mean, we do drawings --
15 if I delivered something that didn't look like that
16 drawing, they wouldn't pay me.

17 Q. All right. Last question here -- last
18 series of questions. You spent a significant
19 amount of money --

20 A. This isn't all of it either.

21 Q. That's what we're going to go into.
22 What's the number at the bottom of that first page?

23 A. 35,311.

24 Q. What other expenses would you have had
25 in the process between January and March of ramping

SCOTT SUPRINA - DIRECT EXAMINATION BY MR. BRANNON

1 up to provide seating for Yonder Field?

2 A. Well, there's drafting of everything
3 meaning the drawing of it. The drawings that are
4 required to fabricate it. There's fabrication.
5 There's cutting, punching, welding. There's
6 expenses for the materials you use during those
7 processes. There's freight in.

8 Q. Can you estimate what your total
9 expense was for Yonder Field?

10 A. My expense over my daily expense like
11 not counting moving standard product rental?

12 Q. Correct.

13 A. In the area of 100 grand.

14 Q. All right. Again, I don't have any
15 more questions, but I may come back after
16 Mr. Hutto.

17 MR. BRANNON: Thank you, Your Honor.

18 THE COURT: All right. Mr. Hutto,
19 you're saying you didn't think you could get done
20 in about 30 minutes. So, ladies and gentlemen,
21 what we're going to do is we're going to break for
22 the day, we'll start back in the morning at 9:30
23 and they do assure me that we will finish tomorrow.
24 And we've gotten a lot of our other homework --
25 we've gotten a lot of our other homework already

1 done or close to done so we won't have as much of
2 the legal stuff to do tomorrow, we'll be able to
3 get things done hopefully and get it right to you.

4 Enjoy your evening. Be safe. The
5 roads are wet. Please don't discuss the case. See
6 you the morning tomorrow at 9:30.

7 (WHEREUPON, the jury left the courtroom
8 at 4:56 p.m.)

9 THE COURT: All right.

10 MR. BRANNON: I'd like the opportunity
11 to express on the record to my client the rules for
12 this evening, Your Honor.

13 THE COURT: Yes, sir.

14 MR. BRANNON: Scott, you and I can't
15 talk. We should not have dinner. We can't talk
16 about your case, but we need to give the appearance
17 of professionalism, so we shouldn't be seen
18 together when we leave this courtroom.

19 MR. SUPRINA: Yep.

20 MR. HUTTO: Thank you, Your Honor.

21 THE COURT: Yes, sir.

22 (WHEREUPON, court was adjourned for the
23 evening.)
24
25

1 (JANUARY 5, 2023)

2 (WHEREUPON, Plaintiff's Exhibits 59 and
3 60 were marked and entered.)

4 MR. HUTTO: With respect to -- I showed
5 it not long ago to opposing counsel, but with
6 respect to Exhibit 22, it's already in evidence.
7 There are cropped black and white photographs that
8 were included here in the evidence. We have it in
9 color and we also have it in a better non-cropped
10 version. So we are having -- we have parts of it
11 printed in color, my office is going to print it in
12 a different resolution and have that over here, but
13 it's my understanding we've agreed to add that --
14 either add that as a separate exhibit or add it as
15 a portion of Exhibit 22 with the color.

16 THE COURT: I'll do it however y'all
17 want to do it. I'm also comfortable if y'all just
18 want to substitute the colored one.

19 MR. BRANNON: That's what I'd like --
20 my only concern was I wanted the jury to be able to
21 see during deliberations whatever they would have
22 seen in Skyler's closing argument. So I want those
23 -- if we're going to use color, I want the color to
24 go back to the jury that's all I care.

25 THE COURT: I'm fine if y'all -- if

SCOTT SUPRINA - CROSS-EXAMINATION BY MR. HUTTO

1 y'all agree then we can just substitute them.

2 MR. HUTTO: I'll attach them to the
3 back of 22.

4 THE COURT: Or attach them as a
5 supplement or substitute. I don't care. I think
6 either one is appropriate.

7 MR. BRANNON: I don't care about the
8 mechanism as long as they're there.

9 MR. HUTTO: Okay. Great.

10 THE COURT: Okay. Are y'all ready?

11 MR. BRANNON: Yes, Your Honor.

12 THE COURT: Let's get on with it.

13 (WHEREUPON, the jury entered the
14 courtroom at 9:45 a.m.)

15 THE COURT: Good morning, ladies and
16 gentlemen. I hope you had a good evening. We're
17 going to proceed where we left off yesterday and
18 Mr. Hutto's recognized for his cross-examination of
19 Mr. Suprina.

20 MR. HUTTO: May it please the Court?

21 THE COURT: Yes, sir.

22 CROSS-EXAMINATION

23 BY MR. HUTTO:

24 Q. Mr. Suprina, are you doing well this
25 morning?

SCOTT SUPRINA - CROSS-EXAMINATION BY MR. HUTTO

1 A. Yes.

2 Q. All right. Appreciate you being here.
3 If at any point you need to stop and get a water or
4 something, just let me know.

5 A. Thank you.

6 Q. All right. Now, I think we've
7 established this, but you were the owner of RI,
8 Incorporated. How is that related to Seating
9 Solutions?

10 A. Actually, to be clear, my wife and I
11 were the owner or RI, Incorporated.

12 Q. All right. How is RI, Incorporated
13 related to Seating Solutions?

14 A. Seating Solutions is a DBA, doing
15 business as, legally filed.

16 Q. So they're the same company, two names?

17 A. Yes.

18 Q. Okay. And when Desert Trip ended, how
19 much of that seating ended up in your warehouse in
20 South Carolina?

21 A. All of the ultimate seating, the
22 understructure and I'm going to say 14,000 of the
23 bravo seats or so.

24 Q. Okay. The ultimate seating is the flip
25 up seating and the bravo seating is the padded

SCOTT SUPRINA - CROSS-EXAMINATION BY MR. HUTTO

1 seating?

2 A. They both flip up.

3 Q. Okay. The bravo structure is the nicer
4 structure that I think we've talked about; is that
5 right?

6 A. That is correct.

7 Q. Okay. Now, who is Cameron Pulliam, can
8 you reiterate that?

9 A. Cameron Pulliam was my son's roommate
10 at University of South Carolina. He had a sports
11 marketing degree. And after they graduated, I was
12 looking for land down here, Cameron lives in
13 Greenville. Was raised in Greenville, so he came
14 around with me to look for land. Because he knew
15 the area, could drive me around. He had been up to
16 New York to visit a bunch of times when they roomed
17 together. So we got along so well, I asked him if
18 he wanted a position in learning the seating
19 business and being my right hand and he said, yes.

20 Q. So was he your assistant or did he have
21 another title?

22 A. He was my right hand. He was a guy
23 learning the skills that I had so I would have an
24 exit strategy to get out.

25 Q. And he did a lot of communicating on

SCOTT SUPRINA - CROSS-EXAMINATION BY MR. HUTTO

1 your behalf, is that fair?

2 A. I think when directed to communicate on
3 my behalf he would do that. He never did
4 communication on my behalf.

5 Q. Okay. So, for example, you wrote, it
6 appears from evidence and what the jury I think has
7 already seen, you wrote a lot of letters kind of
8 proposals during this time to Yonder Field; is that
9 fair?

10 A. Yeah, that's fair.

11 Q. And a lot of those letters would
12 actually get sent by through Cameron's e-mail;
13 right?

14 A. Yeah. I am not a computer user. I'm
15 not of the right era and I'm a terrible speller and
16 I would handwrite it. Cameron would up transpose
17 it on to the computer, correct the spelling,
18 correct my grammar, correct -- I'd never been to
19 college. Went to college -- that's not true. I
20 went to college for a semester and left because I
21 knew everything. And then the world promptly
22 taught me that I didn't, so.

23 Q. So these letters would have been coming
24 through Cameron after he wrote what you wrote?

25 A. Correct. Transposed it from a

SCOTT SUPRINA - CROSS-EXAMINATION BY MR. HUTTO

1 handwritten note.

2 Q. One of the -- you were shown several of
3 these letters yesterday, do you recall that?

4 A. Well, I call them proposals or quotes,
5 yes.

6 Q. Sure. They look like letters, at
7 least. I'll show you an example. This is what's
8 marked as Exhibit 1 and I think you saw it
9 yesterday. But this is an example of something
10 that you would write to, I guess, any customer, but
11 in this instance, Yonder Field; is that right?

12 A. Well, this is actually as you said more
13 of a letter. Because there has been no
14 confirmation of what the client wanted. This is
15 hey, I've got this or I've got this and I've got
16 this and what do you think you want? This is more
17 of an introduction into our product line and how we
18 work. This is not something I would expect the
19 customer to say, yeah, I want all of this. This is
20 more of an introduction of, hey, we had a
21 conversation. You told me what you're looking for,
22 here's some ideas.

23 Q. Sure. So you described this -- this
24 specific document you describe yourself as a letter
25 or an introduction?

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1 A. I would have to have some -- is it a
2 letter? I don't know, it's a document. I don't
3 know where you're going, so I'm not saying it's a
4 letter. To me it's a correspondence with the
5 client.

6 Q. That's fine. That's not -- it's not a
7 trick question. And this is something you sent
8 days later, it looks similar, how is it different?

9 A. It appears we've nailed down more of
10 the scope of the job, the project, and what she may
11 be interested in and put seat counts to it, put
12 pricing to it. This is more of a finite proposal
13 or an offer.

14 Q. And this was one of the first ones that
15 would have been sent; is that right?

16 A. I'd have to see the date.

17 Q. Sure.

18 A. January 12th, yes, it's earlier.

19 MR. BRANNON: Skyler, can I get the
20 number, please?

21 MR. HUTTO: Sorry. Exhibit 2.

22 Q. And we've referenced this before, but
23 this initial offer appears to be totals over a
24 million dollars?

25 A. 1,839,086 for 10 -- plus 10 additional

SCOTT SUPRINA - CROSS-EXAMINATION BY MR. HUTTO

1 events as laid out below. So it's actually more
2 than that.

3 Q. Okay. And this was one of the things
4 that Stacie told you, or Robert told you one, was
5 not possible for them; is that right?

6 A. Well, which one are you asking, Stacie
7 or Robert?

8 Q. Did anybody on behalf of Yonder Field
9 tell you that it was not going to be possible for
10 them to enter into negotiations with you for
11 product over a million dollars?

12 A. Stacie told me that she didn't have
13 that kind of money, yes.

14 Q. Okay. And so at this point, you
15 started talking about several other options.
16 Whether it be different payment, your inclusion in
17 marketing, different methods of delivery; is that
18 fair?

19 A. I started to make an effort to make an
20 offer that my client could afford to say yes to.

21 Q. And that included changing of prices
22 for one; right?

23 A. Not necessarily.

24 Q. Okay. Did it include the potential
25 stipulation that whenever Ms. -- whenever Yonder

SCOTT SUPRINA - CROSS-EXAMINATION BY MR. HUTTO

1 Field was not using the seats, they could be rented
2 to somebody else?

3 A. Yes.

4 Q. Included that you wanted to be included
5 -- your offer included that you might be included
6 in their marketing?

7 A. Correct.

8 Q. And those were always that you were
9 potentially lowering the price or changing options
10 that were available to Yonder Field; right?

11 A. Those are all ways that I was or the
12 company was gaining value. And if I gained that
13 value such as having use of my product when she
14 didn't need to use it, potentially, if I had a
15 client who needed it on that date and that's a big
16 if. if she had it available on Wednesday the 15th
17 and I got a phone call for a client who needed it
18 Wednesday the 15th, then, yes, I could harvest
19 other revenue. If she had it available on
20 Wednesday the 15th and told me that on the 1st, I
21 couldn't do anything with it. So it was a
22 possibility that I could earn money from the gap in
23 the schedule, yes.

24 Q. All of these things were possibilities
25 of what you might ultimately agree to; right?

SCOTT SUPRINA - CROSS-EXAMINATION BY MR. HUTTO

1 A. All of what things?

2 Q. Your -- potentially you be included in
3 the marketing? The potential that you would have
4 the option to rent the seats at other times?

5 A. No. The inclusion in the marketing had
6 a definite benefit. It was something I could count
7 on. If she includes me in the marketing and she
8 has shows, more people will see my name, more
9 people will see the products. The idea that I
10 could use it when she wasn't using it. Keep in
11 mind, she had the option from -- for five months,
12 I've forgotten the period, you'd have to give me a
13 paper if you want me to get it accurate, I think it
14 was April to September, she had the option to use
15 that equipment for the five months. I didn't have
16 an option during that month to tell her she
17 couldn't use it. So that's potential possible
18 earnings. Sitting here in front of you, there's no
19 way you can tell me or I could tell you that I
20 could have rented it on a date she wouldn't need
21 it. It is only a possibility.

22 Q. I understand. I'm saying is that
23 something that you were negotiating as a
24 possibility to be included in your agreement with
25 her?

SCOTT SUPRINA - CROSS-EXAMINATION BY MR. HUTTO

1 A. I've already answered that, yes, it
2 could be of some benefit to me to have the seats
3 available for another customer should I be lucky
4 enough that the dates coordinated.

5 Q. Okay. And another term that was
6 discussed about whether it be included or not would
7 be whether or not there would be a personal
8 guarantee from Ms. Darr on behalf of her company;
9 isn't that right?

10 A. The personal guarantee was something we
11 requested early on and then we did without when we
12 negotiated the terms and the actual agreement and
13 she signed on it. We let that go. It was then
14 again asked for when she didn't honor her
15 agreement.

16 Q. You wanted one in the beginning; is
17 that your testimony? Personal guarantee from Ms.
18 Darr?

19 A. I requested one in the beginning.

20 Q. Okay. She told you that was off the
21 table from the beginning; isn't that right?

22 A. She told me that in the beginning that
23 she -- when we got into discussions and I think it
24 was on the phone that she wouldn't do a personal
25 guarantee at that time.

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1 Q. Okay. Now, there was a point around
2 January 20th, let's say January 20th to 25th of
3 where there were negotiations about a total price. Do
4 you know what I'm referring to?

5 A. No, I don't understand. You're saying
6 there was a point and then giving me multiple
7 dates.

8 Q. All right. Well, I'm happy to go
9 through it here. I'm going to refer to Exhibits 30
10 and Exhibit 8. Do you recall an e-mail that was
11 discussed previously in which Ms. Darr suggested a
12 total price that she believed she could work with
13 in her budget of around \$580,000?

14 A. No, I don't recall that e-mail.

15 Q. Okay. Do you recall an e-mail in which
16 Cameron put a -- say a quote or invoice together
17 for \$580,000?

18 A. Well, in the end, we agreed that she
19 would pay \$580,000 and it was based on an e-mail,
20 so, yes.

21 Q. Okay. Cameron sent a document to Ms.
22 Darr?

23 A. I'm not sure if Cameron did or I did,
24 frankly.

25 Q. Okay. Do you know what documents were

SCOTT SUPRINA - CROSS-EXAMINATION BY MR. HUTTO

1 included in that e-mail?

2 A. There were two documents included in
3 that e-mail? There was an invoice and I believe a
4 contract or a quote as two separate attachments.

5 Q. Would this have been that contract?

6 A. Yes, it appears to be.

7 Q. And nobody ever signed this; correct?

8 A. In that e-mail were both items. Okay.
9 There was a term sheet that had a contract had been
10 sent previous. She didn't like the terms. She
11 said send me an invoice or a contract -- actually,
12 a contract or an invoice and I will sign it. We
13 sent her a contract and an invoice and she signed
14 it.

15 Q. Okay. One moment here as I'm going to
16 look for that.

17 A. And, by the way, had I sent that
18 contract or invoice to Anschutz, Madison Square
19 Garden or Live Nation, we would have completed this
20 project because they had the money.

21 Q. Let me show you the e-mail that I think
22 you're referencing. This is 5/E from -- exhibits
23 that were introduced by your attorney. Is this the
24 e-mail that you're referring to down here at the
25 bottom?

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1 A. Can you please put those terms into a
2 quote or invoice that I can sign and send back and
3 then I can process the wire? Yes, that would be
4 it.

5 Q. Okay. So not a contract? Please put
6 those terms in an invoice?

7 A. A quote or invoice. Two separate
8 things. She asked me for two separate documents,
9 you're aware of that right?

10 Q. Well --

11 A. And then she said I will sign and send
12 back. She didn't say I'd sign both. She said I
13 will sign and send back. You have to understand in
14 a business like mine, you're communicating with the
15 person. You have to believe what they say and you
16 have to believe you're going to deliver. This
17 woman is not saying to me I'm not agreeing with
18 you. She's saying I like what I see, send it back
19 to me with the terms I just negotiated with you.
20 Keep the quote the same. I like the products. I
21 like the term. I like the length of time and I'll
22 sign it and send it back.

23 Q. Is this the term that --

24 A. I can't read that from here.

25 Q. Fair enough. I apologize. This is

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1 4/D. These are the terms that she's asking for to
2 be placed in an invoice; is that fair?

3 A. No, that's not fair.

4 Q. Okay. Can you tell me the dates on
5 those e-mails?

6 A. This is January 20th the one you just
7 handed me that the claim are the terms. And then
8 this is the 24th.

9 Q. Okay. So --

10 A. There's a written note from her on the
11 exact terms she wanted me to agree with, with two
12 lines of changes that she didn't like our terms and
13 she wanted to change to. We subsequently agreed to
14 the one line of change and then we had a discussion
15 about the final payment date of October 3rd and she
16 subsequently agreed to that. That would make an
17 agreement. I had an agreement -- I've been doing
18 this 30 years, I don't go in the back and cut
19 material and weld stuff up unless I have a
20 customer. I know what a customer is. And if she
21 wants to say that I would not deliver, I've been
22 doing this 30 years, there was only one time where
23 I didn't deliver a rental and it was weather
24 related. She could have called her friends at
25 Anschutz and said, can I trust Mr. Suprina? They

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1 still do business with Anschutz, so they would have
2 said, yes. If they were her friends, they would
3 have got on the phone and said, Scott, Stacie's
4 worried you won't deliver, how can we reassure her
5 and I would have done that. None of that happened.

6 Q. Is this the document that you're
7 referring to that she signed? I think the jury's
8 probably seen it a few times.

9 A. This is a document that I'm not
10 referring to that she signed. This is the document
11 that she signed. It's not my reference to her
12 signing it. She signed it.

13 Q. Okay. So just to be clear, I'm going
14 to refer to the Bates Stamp number P42 that she
15 signed, down there at the bottom?

16 A. This is P42 that she signed, yes.

17 Q. Okay.

18 MR. BRANNON: What's the exhibit
19 number?

20 MR. HUTTO: 30, but y'all have it as a
21 different number.

22 Q. So you believe once you have that
23 signed document we referred to just now, P42 that's
24 part of Exhibit 30, that that was what you needed,
25 that was the green light to go?

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1 A. No, that's not what I said.

2 Q. Okay. What was missing?

3 A. I needed to agree what she wrote on
4 that piece of paper. She made two changes. It's
5 not a contract if I don't agree to those or if we
6 don't make an agreement to those two changes. We
7 did that. Correspondence has been submitted.
8 These poor people have seen it numerous times. She
9 said I have these two issues. We clarified those
10 two issues in writing, luckily, thank you god, I
11 have e-mails substantiating that. I start to
12 wonder what I'm doing here.

13 Q. Okay. Now, you were at this point
14 thinking you were going to build her a custom
15 structure for seats, is that your testimony?

16 A. All the testimony is that there were
17 about 8,000 flat floor seats and then a 10,000 and
18 a 1,000 seat elevated custom unit.

19 Q. And there was an e-mail on January 12th
20 where you showed her, I think you referred to it as
21 CAD drawing, but some kind of illustration of what
22 you would provide to her; is that right?

23 A. Yeah, that would be a CAD drawing.

24 Q. Okay. And I think his name has come up
25 before, but who is Mr. Barrios?

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1 A. Mr. Barrios is a structural engineer
2 that I've had the pleasure of working with for 30
3 years. He does really 90 percent exclusively
4 grandstand and seating system work, so he's an
5 expert in the field of that kind of structure.

6 Q. And he doesn't work for you, but you
7 contract with him?

8 A. Yeah, he works for us regularly. But
9 he's an independent contractor, yes..

10 Q. All right. And that initial concept
11 that you sent to Ms. Darr, that was not something
12 that Mr. Barrios had produced; correct?

13 A. Yeah. Could I see that for reference,
14 please?

15 Q. Sure. Referring to 11/K. This is the
16 whole e-mail.

17 A. Thank you. I'm good.

18 Q. Okay. Well, that was the conceptual
19 drawing that you sent to Ms. Darr; right?

20 A. Yeah. It's not actually what I would
21 call conceptual because the back of the structure,
22 the seats, the decking, the rails, everything else
23 is exactly as it would be. It's a structure we use
24 commonly.

25 Q. Okay. And that was one thing that you

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1 proposed that you might be able to deliver to her
2 if she wanted it; right?

3 A. I never proposed I might be able to
4 deliver anything. I proposed I would deliver it.

5 Q. Okay. Well, then let me ask you about
6 this. I'm going to referring to Exhibit 35. When
7 is that e-mail from and who is involved -- or who
8 is it from and who is it to?

9 A. This is from Richard Barrios to Tom
10 Miranda and myself. Tom Miranda is the draftsman
11 who rendered that CAD drawing.

12 Q. So Tom Miranda helped you create the
13 January 12th drawing that you had shown her; right?

14 A. Correct.

15 Q. Okay. And what is Mr. Barrios telling
16 you in this e-mail?

17 A. He's telling me that when we first
18 discussed this we had used the 4x4, four inches by
19 four inches, steel tube -- steel tube to support
20 the structure over the cabin. Mr. Barrios is
21 telling me he's started to do the calculations.
22 This is also on March 6th, so this just to clarify.
23 This is -- we had a January order and this is March
24 6th. So I've already proceeded with seeing how to
25 build the custom part of the structure to satisfy

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1 the engineers in the town or the county. And Mr.
2 Barrios said, Scott, hold up a second, that column
3 won't handle this because of the stress on it, so
4 change the size of the column.

5 In other words, instead of it being a
6 quarter inch wall or a three-sixteenths wall, I
7 would take a three inch wall steel tube. So I
8 increase the size of that tube. Or if I want to
9 use aluminum a 6x6x1/4 will work. So I have two
10 options to make this work. Either increasing the
11 size of the steel tube or getting 6x6x1/4 inch will
12 work reducing the weight.

13 Q. And he suggests using aluminum in this
14 e-mail; is that right?

15 A. No, he does not. He says this would
16 have increased the weight from 9 to 17. In using
17 aluminum I found a 6x6. So the choice is 4x4x3/8
18 thick steel or 6x6x1/4 inch thick aluminum.
19 There's a choice.

20 Q. Okay. And those were -- you referenced
21 a purchase order yesterday for some tubing that you
22 claim that you bought for this project; is that
23 right?

24 A. Yes, that is.

25 Q. Okay. And aluminum is not in that

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1 purchase order; is that right?

2 A. No.

3 Q. Okay. So, at that the point, you had
4 not purchased the material that you would need to
5 begin making the structure for Yonder Field; is
6 that right?

7 A. I don't know the answer to that. But
8 the answer to your other thing is the racking I was
9 speaking of is steel and that's what that purchase
10 order was for.

11 Q. Okay.

12 A. The racking or the horizontal trussing
13 on this job which also would have been steel. So
14 without going back in time, I can't tell you what
15 that load is. I could tell you that the sizing
16 whenever I reviewed it quickly yesterday is the
17 racking size. It was 2x2 steel tubes.

18 Q. All right. And not long after that,
19 I'm going to show you another e-mail. This is
20 Exhibit 38. This is another e-mail between you and
21 Mr. Barrios; right?

22 A. This is a letter from Mr. Barrios to
23 myself, yes.

24 Q. Okay.

25 A. March 22nd.

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1 Q. March 22nd. And he's expressing to you
2 again that there are -- there's a need for
3 different attachments and girders in there to make
4 this structure possible; is that right?

5 A. I believe I have everything modeled and
6 working.

7 Q. Modeled meaning in a computer program?

8 A. In a computer program which is how an
9 engineer calculates the load so they can then do
10 the calculation to provide the county to say this
11 is structurally sound.

12 Q. Nobody had build this yet; right?

13 A. I would not know. We build on the fly.
14 I've been doing this so long and, occasionally, I
15 make an error and then I would scrap what I was
16 building or I'd put it aside for another job. But
17 you don't have a choice but to fast track when
18 you're in this business.

19 Q. And this --

20 MR. BRANNON: What exhibit is that?

21 MR. HUTTO: 38.

22 Q. This is March 22nd?

23 A. That's what it is. That's right.

24 Q. All right. So let me show you another
25 one, Exhibit 45. Who is this from and to and

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1 | what's the date?

2 | A. Richard Barrios to myself.

3 | Q. And he's telling you at this point that
4 | he needs to finalize his design before any
5 | fabrication begins; is that right?

6 | A. No.

7 | Q. Okay. Tell me what he's telling you.

8 | A. Well, number one, Mr. Barrios does not
9 | in anyway control my ability to fabricate. I
10 | fabricate when I'm comfortable fabricating. Mr.
11 | Barrios in this letter on April 6th is saying find
12 | the attached CAD set of fabrication erection
13 | drawings for the above project. I'm also attaching
14 | PDFs, but I made one correction on sheet S5.4 in
15 | which the base plates need to be a36 steel and not
16 | aluminum. I made the correction on CAD set with
17 | the attached photo. The attached PDF does not
18 | reflect it.

19 | So he's making a correction saying that
20 | if we use aluminium plates on the base of the
21 | structure, it won't support the load, the point
22 | load on the ground, so we need to use steel plates.

23 | Q. So as of April 6th, nothing has been
24 | built; right?

25 | A. Why would you say that? That discusses

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1 base plates. Do you know how a structure is
2 constructed? Or are you an attorney or are you an
3 engineer?

4 Q. I'm asking you. At this point, he's
5 saying, I don't want to get it incorrect when we
6 fabricate it. Do you agree that he says that?

7 A. I don't believe so.

8 Q. All right. What does the last sentence
9 say?

10 A. Right. He doesn't want to get it
11 incorrect when we go to fabricate it. Meaning the
12 base plate. I told you yesterday that I've always
13 designed a modular. In other words, this was
14 column; right. That column would have holes in it.
15 It would never have a base plate welded to it
16 because then that locks me to that base plate. The
17 base plate would sleeve into the column. The
18 reason he's doing that last is that's a component I
19 can build last.

20 So for you to have an assumption that
21 you know how I ran my factory and, therefore, have
22 come to the conclusion that I can't build a
23 structure without defining the base plate is a
24 leap.

25 Q. Had you built anything at this point?

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1 A. I've already sworn -- I sworn under
2 oath that I had. So my answer isn't going to
3 change because the truth doesn't change no matter
4 how many times you ask.

5 Q. Okay. Now, do you recall when the
6 first time was that you began telling Ms. Darr or
7 Yonder Field that they were going to -- that you
8 were cancelling their order or no longer putting it
9 into production?

10 A. I never said any of those things.

11 Q. Okay. Do you recall your staff raising
12 --

13 A. And, by the way, leading the witness.

14 Q. I can --

15 A. You're trying to put words in my mouth.

16 THE COURT: Sir, you don't get to
17 object. That's for your lawyer. Just answer the
18 question.

19 MR. SUPRINA: Sorry.

20 Q. It's all right, I can lead. It's
21 cross-examination. Just like your lawyer could
22 lead Ms. Darr. All right.

23 So throughout this time, your staff are
24 raising concerns that there's no contract in place,
25 aren't they?

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1 A. No, they're not.

2 Q. Okay. I'm going to show you --

3 A. They're raising concern that we don't
4 have the signed document that was labeled a
5 contract. There is an agreement in place without
6 that document.

7 Q. So you would agree with me, and I'm
8 referring to Exhibit 59 here. Let me get the
9 official exhibit. That in mid February, Cameron is
10 telling you, the bottom of this document, we don't
11 have a signed contract from Yonder Field; is that
12 right?

13 A. No. He's saying the contract, the
14 piece of paper, is unsigned. That's what he's
15 saying to me. He's making an observation.

16 Q. Okay. He's making that observation
17 because, do you know why?

18 A. Because he's good at his job. However,
19 he is aware that we have a verbal agreement with
20 Ms. Darr. And I think even you can tell from this
21 last few days that to go back and have an
22 additional unnecessary discussion with Ms. Darr
23 would not be a thing you would want to do.

24 Q. Who wouldn't want to?

25 A. I certainly wouldn't want to.

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1 Q. Okay. Did you dislike her at this
2 point?

3 A. I found her difficult to deal with.
4 Excuse me, back up. At what point is this? Today
5 I find her difficult to deal with.

6 Q. When this e-mail, you said that you
7 wouldn't want to have an unnecessary discussion
8 with her when this -- presumably when this e-mail
9 is sent which was what, February 22nd?

10 A. Yeah, a month after contract, yes. I'm
11 already working on the agreement. I have an
12 agreement, I'm going forward.

13 Q. If you have an agreement that Cameron's
14 confident in, why is he reminding you there's no
15 signed contract?

16 A. Because he wants to know if I'm
17 concerned about it and I was not.

18 Q. Those concerns were voiced again March
19 15th; is that right?

20 A. I don't know.

21 Q. Okay. Fair enough. Can you take a
22 look at that document and tell me what it is?

23 A. March 15th.

24 Q. And Cameron is saying, when are we
25 getting a signed contract?

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1 A. And personal guarantee, let's not leave
2 that out. This is, I believe -- actually, I'm not
3 going to say, I believe. Can you clarify for me
4 what was the date that we sent the letter that says
5 we're no longer producing your equipment?

6 Q. I will ask you about that.

7 A. Because if you can't then I'm not
8 prepared to give you an answer.

9 Q. Okay. Fair enough. But this document,
10 is Cameron saying, hey, we don't have a signed
11 contract or personal guarantee?

12 A. This is after the failure to pay, I
13 believe. And because of the failure to pay, if
14 we're going to re-up this thing and I have full
15 belief that we could potentially end up in court or
16 she won't pay later down the road, I want to back
17 up everything by dotting I's and crossing T's so I
18 don't end up here. We had an agreement. Had that
19 been an agreement with Anschutz, with Live Nation
20 or with Madison Square Garden, they would have
21 their seats, they would have had their events
22 because they had the money.

23 It was not paying a commitment she
24 made. She recommended the date. She agreed to the
25 amount of money. When she failed to pay it, we

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1 | said you want to go back and continue this fiasco
2 | then we're going to need a personal guarantee.
3 | Which she said is uncustomary in our business. She
4 | was an unestablished company. It's customary that
5 | people give personal guarantees.

6 | Q. So these are two e-mails from Cameron
7 | to you; right?

8 | A. Yes.

9 | Q. Okay. But at the same time -- before I
10 | ask you, I'll go ahead and show you a document.
11 | When was the alleged failure to pay?

12 | A. I don't have that kind of memory. It's
13 | documented.

14 | Q. Okay. Would you agree with me that the
15 | third wire transfer was March 1st?

16 | A. I wouldn't agree with that without
17 | seeing the document.

18 | Q. All right. I'll find it for you. Just
19 | bear with me one moment.

20 | A. It's on the signed document.

21 | Q. I'm referring to Exhibit 13.

22 | MR. HUTTO: Do you need to see it?

23 | MR. BRANNON: Number 13?

24 | MR. HUTTO: 13.

25 | Q. Okay. This is the third wire transfer

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1 on March 1st and your response is, thank you;
2 correct?

3 A. Yes.

4 Q. Okay. So March 1st would have been the
5 alleged failure to pay because you're saying it was
6 supposed to be --

7 A. Excuse me, again, it's not alleged.
8 It's her writing that says she'll make the payment.
9 It is factually unpaid. It was \$106,000. Did I
10 say thank you? Yes, I said thank you. When
11 somebody hands you \$70,000, you say thank you. Did
12 I say this is shorted that day? Did I choke my
13 client out for coming up short? No, I didn't. I
14 said, thank you. You're better off having \$70,000
15 out of 106 than having none.

16 Q. And when you got this e-mail -- I
17 understand you said thank you, so let's take that
18 out of it. But when you got this, that's when
19 you're saying, I realized I needed a personal
20 guarantee because she was short \$30,000?

21 A. Again, I've never said that. And, no,
22 that's when I realized I needed to communicate with
23 her and say where is the balance of the money due.
24 That's when I realized that she had paid me short
25 and wondered why. That's when I went to finding

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1 out what happened.

2 Q. So it was sometime after March 1st then
3 when you would have said, I guess I need a personal
4 guarantee because she's not as reliable as I
5 thought?

6 A. I may have thought that before that,
7 actually.

8 Q. Okay. But based on what you are saying
9 the agreement was, she made her first and second
10 payments no issue?

11 A. I don't know if there was no issue. I
12 think the second payment might have been a couple
13 of days late, but it wasn't a dramatic issue, no.
14 I think one of them -- one of the payments was
15 without tax, so I don't remember which one that
16 was, but we can follow that up.

17 Q. Okay. And it was actually the middle
18 of February when you went back to this issue of I
19 need that personal guarantee signed; correct? So
20 not after March 1st?

21 A. This is February 17th.

22 Q. And this is you telling Marc, make sure
23 you go after them for that personal guarantee;
24 right?

25 A. It says, tax contract and guarantee,

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1 yes. But this is February 17th, so this is a month
2 and a half later. And, again, could I see the
3 paper she signed so I can refer to the dates of due
4 so I can refresh my memory, please?

5 Q. I'll be happy to ask you about it at
6 some point. But the point is --

7 A. Could I see that paper? Is that going
8 out of your way? I apologize.

9 Q. Sure. Well, technically, I get to ask
10 the questions, but I'll indulge you in that, sure.

11 A. I believe your client asked for
12 numerous papers. I need that.

13 Q. Okay.

14 A. Yeah, I don't know the date. Maybe you
15 can refresh me on the February 15, \$50,000 was due.
16 Do you know the date I received that?

17 Q. I believe it's the 15th. Do you want
18 to see it?

19 A. I just don't know the date.

20 Q. I apologize for the fact that it's in
21 an e-mail, but feel free to check that out.

22 A. Thank you.

23 Q. It was actually the 14th, wasn't it?

24 A. 7:38 a.m. on the 14th, 53,000. Yeah.

25 Q. Tax is there and it's early; right?

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1 A. I don't know if \$3,000 is tax on 50,
2 but it's \$53,000.

3 Q. Well, \$100,000 at six percent would be
4 6,000. So \$3,000 on top of 50 would be six
5 percent; right?

6 A. Okay. So taxes, yeah.

7 Q. Okay. So if this is the deal that you
8 were willing to waive the personal guarantee
9 because you had no reason to be concerned until
10 after the missed payment, that can't be true.
11 Because she made a payment under what you believe
12 the agreement to be early and you still told your
13 director of finance, go after that personal
14 guarantee we need it and also make sure we get that
15 \$105,000 in the door --

16 A. Actually, that's not what that says.
17 Could I have it back?

18 Q. Sure.

19 A. This says, after you get the next 105
20 which, in fact, was 106, from Yonder Field, go
21 after the tax, contract and guarantee. So I'm
22 instructing him after the due date. Okay. The
23 monies due. After that, get the guarantee. And as
24 it was, we didn't get paid. It says after that.
25 It doesn't say go after her now. It doesn't say

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1 that. That's an interoffice correspondence. She
2 never got that. No one ever called her up and
3 asked for the guarantee. That wasn't the way it
4 worked. It was after she didn't pay us.

5 Q. We know that people called her and
6 asked for the guarantee, don't we?

7 A. After she failed to pay. After she was
8 short \$36,000. That's interoffice. I'm
9 anticipating that this deal is going south because
10 of the conduct. Because there's a constant request
11 to change payment terms. And I said to Marc, after
12 the payment of that, then, and as it happened, your
13 client failed to pay that. So being in the
14 business 25 years, my guess was right. She was
15 running out of money.

16 Q. So you get what you say is that your
17 deal finalized on January 25th; right?

18 A. When the money came in on the 26th I
19 suspect.

20 Q. Okay. And what would that be, 20 days
21 later you're saying by that point you have no
22 confidence in what's going on because there's --
23 you're still negotiating the terms of how things
24 are going to be paid and how they're going to be
25 delivered?

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1 A. You saw the e-mail, the dates on the
2 e-mail. By that date, I don't have a lot of
3 confidence. Now, this is five or six years ago,
4 what transpired in between those timeframes as far
5 as phone calls or comments or commentary, I can't
6 quote you right now. I'm doing my best to put it
7 together from memory, but the facts are there. The
8 agreement was there.

9 Did I from the start feel like this was
10 a big undertaking for an individual person? I
11 certainly did. Would I give credit normally if
12 somebody came up to me and said they wanted to have
13 a rodeo event somewhere? I would ask them for a
14 personal guarantee. You know, for somebody who's
15 planning their first event, you'd be ill advised to
16 say, okay, let's go, I'll deliver everything, pay
17 me if you feel like it. That's not good business,
18 so you prefer to get a personal guarantee.

19 Q. And she told you that was never going
20 to happen, that could never be part of any final
21 deal?

22 A. That is not what she said. That is not
23 my recollection. She said, I'm not doing that.
24 And by the way, things change. Okay. I do not
25 believe that she signed that document assuming she

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1 wouldn't have the money to pay it. I think she
2 intended to pay. Something happened. She
3 miscalculated something that made her unable to pay
4 it. I feel for her. She has my sympathy. But she
5 made that agreement, it's her obligation to find a
6 way to pay that.

7 Q. How many times have -- well, I'll
8 strike that. You said, and I just want to clarify,
9 that you were losing confidence in what you believe
10 the agreement to be within 20 days because there
11 were still terms that were trying to be changed; is
12 that right?

13 A. I was losing con -- I never said I was
14 losing confidence in the agreement.

15 Q. Well, there's an e-mail that you just
16 looked at from about 20 days after you saying the
17 agreement is finalized where you were back on the
18 horse saying I really need that personal guarantee
19 to be part of this deal; right?

20 A. I said to Marc, wait until we're
21 suppose to get that 105 and then go after the
22 personal guarantee. Yeah. It's not I was -- you
23 just said that I was losing confidence in an
24 agreement. The agreement's rock solid. I don't
25 lose confidence in pieces of paper or in spoken

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1 words. I don't lose confidence in that. The proof
2 of the pudding is, she could not live up to her
3 obligation to pay that money, and, therefore, my
4 loss of confidence is substantiated. My fears have
5 been -- come to life and she can't live up to her
6 obligations.

7 Q. I'll be happy to go through this again
8 later, I suppose. But let me show you another
9 document, Exhibit 34. It's another internal
10 communication. What is this?

11 A. From Marc Palker to Cameron and myself.
12 Please review the fax which includes changes
13 recommended by Scott. It's a change in dates for
14 payment. Today \$70,000, chairs to be blue and
15 gray. Additional statement on sales tax and the
16 last sentence being personal guarantee. This is on
17 March 1st. After the payment was late.

18 Q. Okay. So a different potential
19 agreement proposed internally by you or by your
20 staff on March 1st?

21 A. No. A way to try to save her from
22 staying in default of the original agreement and
23 giving her a path to have her seats in place, have
24 her shows and continue to do business. That's what
25 this is. This isn't a different agreement. This

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1 is an accommodation to a client who found herself
2 in trouble. And I sit here in the stand and I get
3 read the riot act as if I never had an original
4 agreement. It's clear I had an agreement. This is
5 an effort to help a client who is \$36,000 short and
6 in default. That's what this is.

7 Q. Was this ever sent to anyone?

8 A. Was what ever sent? That refers to
9 another document. That's not the document you'd
10 send anybody. It was sent to me.

11 Q. I understand that. Was a document --

12 A. I have no way.

13 Q. -- memorializing this was ever sent?

14 A. Without seeing that -- the document it
15 refers to, I couldn't tell you at this time.

16 Q. Now, it wasn't long after this before
17 you told or some people from your company were
18 telling Yonder Field they're out; right?

19 A. I don't believe I've ever heard the
20 word "they're out" spoken by my people.

21 Q. Sure, I can agree with that. Let me
22 show you a few documents here. I'm referring to
23 43, 44 and 46. This is an e-mail on April 3rd from
24 Marc telling Yonder Field that job is on hold;
25 correct?

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1 A. As of today you're out of terms with
2 Seating Solutions and as such your job is on hold.
3 Yes.

4 Q. Okay.

5 A. Until we are back on terms is what it
6 reads.

7 Q. And a week later, this is 46, they're
8 told there is no active job for them anymore?

9 A. We're no longer considering -- this is
10 actually from my -- from Marc Palker. We -- that's
11 my CFO. We are no longer considering your project
12 an active job. You are in breach of our terms.
13 And after providing ways for you to cure your
14 breach, you've not taken steps to get back within
15 our terms. A perfect example is this is a promise
16 you made in writing to pay last week the 37,850 to
17 get back in terms. No payment was received. We
18 will take all necessary steps to collect the
19 balance due for our custom fabrication of your
20 order. We have cancelled your order in our system
21 and taken it out of our schedule, is what it says.

22 Q. Okay. Do you have records of what work
23 your employees did during that time for Ms. Darr's
24 -- or Yonder Field's --

25 A. We were actually working on a system

SCOTT SUPRINA - CROSS-EXAMINATION BY MR. HUTTO

1 right before I sold the company that would track
2 hours of fabrication per station, welders and
3 things like that, but I don't believe we had the
4 breakdown at that time that would give me how much
5 hours they put in for welding or cutting or
6 punching Yonder Field or any other job. It was an
7 estimate we used because we didn't have the
8 tracking.

9 Q. Okay. This is a document you were
10 shown yesterday, March 10/J. Actually, I'm going
11 to refer to a different page, I apologize. This
12 has a job number of 1955; right?

13 A. Yeah.

14 Q. And that would have been how you
15 tracked various things, internally associated with
16 this?

17 A. No, this is scheduling info sheet which
18 puts it in and then the person who does logistics,
19 it says, install completion, install start. April
20 1st and install completion 4/28. Okay. So this is
21 a seat count, 13,000. So this is for my son Dalton
22 who would see this and then go out and schedule the
23 trucks and the quantity of trucks it took to
24 deliver it and things like that.

25 There was another, actually another

SCOTT SUPRINA - CROSS-EXAMINATION BY MR. HUTTO

1 person who worked off of fabrication would schedule
2 that. This was not fabrication, this was delivery
3 to site. I had my own crews assembled so this
4 would put the crew on to assemble however many
5 people we needed to do that, that type of affair.

6 Q. But, and I apologize if I wasn't clear,
7 you used this job number internally to track
8 things; right, 1955?

9 A. We use that and other job numbers for
10 production or for -- that's for tracking
11 installation costs onsite, yes.

12 Q. Now, I'll refer to 52. What's a
13 transaction detail report that would have been
14 produced by your company?

15 A. I have no idea without seeing it. I
16 didn't see a lot of them.

17 Q. All right. So this is a transaction
18 detail report, Exhibit 52, produced by you. And it
19 says that this is the tracking details for Yonder
20 Field's rental assembly; is that right?

21 A. That's what the top item says, yes.

22 Q. Okay. Do you know where this came
23 from?

24 A. This would have come from a computer
25 printout at RI, Inc. It's a work ticket history is

SCOTT SUPRINA - CROSS-EXAMINATION BY MR. HUTTO

1 | what it says at the top of it.

2 | Q. Okay. Do you have any reason to doubt
3 | that this would be how you tracked labor and things
4 | like that?

5 | A. This is how we tracked work tickets, I
6 | know that.

7 | Q. Okay. And this -- if you refer, for
8 | example, to the headings, it says, 1955, that was
9 | the job number; right?

10 | A. There's a number of different jobs on
11 | here, I believe. Actually, the heading up there
12 | says, 1955, yep.

13 | Q. Okay. And all of it says -- every
14 | heading says, "Yonder Field;" right?

15 | A. Yeah. And the client says Yonder
16 | Field. I'm a little confused only because I see,
17 | an electrician in here, G. Smith Electrical, so I'm
18 | not understanding why that's there.

19 | Q. Okay. So this has -- well, never mind.
20 | This was how you apparently tracked the hours and
21 | cost for the job associated with Yonder Field; is
22 | that fair?

23 | A. I haven't reviewed it enough, but we're
24 | tracking -- let me see it. Remember, I haven't
25 | done this in six years and I didn't read a lot of

SCOTT SUPRINA - CROSS-EXAMINATION BY MR. HUTTO

1 | this. Yeah, it's tracking labor for jobs.

2 | Q. Okay.

3 | A. Ultimate seat backs, putting them on,
4 | floor track blocks, yes. Yeah, by item. And I
5 | don't understand why the electrical is in there
6 | because I don't think there was electric on the
7 | job.

8 | MR. BRANNON: What number is that?

9 | MR. HUTTO: 52.

10 | Q. Why was it that you think Stacie didn't
11 | sign the rental contract that you --

12 | MR. BRANNON: Objection, Your Honor.
13 | That would call for why somebody didn't do
14 | something.

15 | THE COURT: Sustained.

16 | MR. HUTTO: Okay. One moment, Your
17 | Honor, I'd like to review the deposition --

18 | THE COURT: Sure.

19 | MR. HUTTO: -- testimony.

20 | THE COURT: Do you need a minute,
21 | Mr. Hutto?

22 | MR. HUTTO: I don't believe so. I
23 | believe I have it marked here.

24 | THE COURT: Okay. We've been going
25 | about an hour, we can keep going.

SCOTT SUPRINA - CROSS-EXAMINATION BY MR. HUTTO

1 MR. HUTTO: If the Court would like to
2 --

3 THE COURT: No, whatever -- I was going
4 to give you the --

5 MR. HUTTO: I'll be happy to stand down
6 for a moment. That'll be fine.

7 THE COURT: Okay. Ladies and
8 gentlemen, we're going to take a 10 minute break,
9 let everybody freshen up, go to the restroom and
10 we'll be right back. Thank you. Please do not
11 discuss the case.

12 (WHEREUPON, the jury left the courtroom
13 at 10:43 a.m.)

14 (There was a short break.)

15 THE COURT: Are we ready for the jury?

16 MR. BRANNON: Yes, Your Honor.

17 MR. HUTTO: Yes, Your Honor.

18 (WHEREUPON, the jury entered the
19 courtroom at 10:47 a.m.)

20 THE COURT: Mr. Hutto?

21 MR. HUTTO: Thank you, Your Honor.

22 CONTINUED CROSS-EXAMINATION

23 BY MR. HUTTO:

24 Q. Do you recall assessing that Ms. Darr
25 was, quote, inexperienced as a business person?

SCOTT SUPRINA - CROSS-EXAMINATION BY MR. HUTTO

1 A. No, I don't recall that.

2 Q. Okay. I'd like to show you part of
3 your deposition.

4 MR. HUTTO: Your Honor, I have the
5 original here if you prefer it.

6 THE COURT: Don't worry about it. Just
7 as long as opposing counsel is okay with it, we
8 don't need the original.

9 MR. HUTTO: Okay.

10 Q. Let me hand you this --

11 A. By the way, I probably should have
12 asked you what time do I recall assessing it.
13 During the project I would have no way in knowing
14 that. But at this point, I would assess that.

15 Q. Well, let me ask you about this based
16 on your previous answer. I'm going to start at
17 line 4 --

18 MR. BRANNON: What page, please?

19 MR. HUTTO: I'll tell you. I
20 apologize. At line 4.

21 Q. I believe it's 36, is that what you're
22 seeing, Mr. Suprina?

23 A. I'm sorry, but I don't see the page
24 number.

25 Q. MR. HUTTO: It may be covered up by the

SCOTT SUPRINA - CROSS-EXAMINATION BY MR. HUTTO

1 staple.

2 A. I see number 4. I'm fine.

3 Q. Okay. My question is -- okay. I'm
4 gonna -- I promise I'm not trying to keep you here.
5 I'll keep going and we'll move through this. With
6 respect to the deal that was ultimately offered in
7 the form of a contract, do you remember that? What
8 was your answer?

9 A. Yes, I believe there was.

10 Q. Are you reading from --

11 A. I'm reading line 8. Oh, where are you
12 going from? I'm sorry.

13 Q. I was reading line 4.

14 A. Right.

15 Q. And then your answer is line 9;
16 correct?

17 A. My answer is line 8. Yes, I believe
18 there was.

19 Q. All right. We're on separate pages.
20 Let me restart here. I see where you are. That's
21 actually what I'm trying to ask you about. All
22 right. With respect to any finalized contract, do
23 you remember if there was a finalized contract ever
24 reached between you and Yonder Field? And what is
25 your answer?

SCOTT SUPRINA - CROSS-EXAMINATION BY MR. HUTTO

1 A. Yes, I believe there was.

2 Q. And my question is, okay, who would
3 have a copy of that? And your answer is?

4 A. I think now I think you do. I think we
5 do.

6 Q. I say, okay. And then what is your
7 response as you continue on line 12?

8 A. I think the confusion comes in candidly
9 when we sent her the contract and the invoice in
10 one e-mail. She opened both of them up and I think
11 because of her lack of business experience, signed
12 the invoice and returned it to us. But there was
13 -- they were part of one e-mail, so she signed the
14 invoice and sent a check, so.

15 Q. So at that point you say you had
16 assessed that she was inexperienced in business; is
17 that right?

18 A. Well, that is what -- I mean, I'm
19 trying to come up with a reason why she would have
20 signed one document and not the other.

21 Q. Is one reason why she wouldn't have
22 signed the other one because he didn't agree to it?

23 MR. BRANNON: Objection. Again, calls
24 for speculation.

25 A. Well --

SCOTT SUPRINA - CROSS-EXAMINATION BY MR. HUTTO

1 THE COURT: Sustained.

2 A. The reason that --

3 MR. HUTTO: You don't have to answer
4 it.

5 A. I'd like to answer. Can I answer? The
6 reason I believe she signed the invoice was because
7 the invoice was a direct derivative and part of the
8 contract, the exact same terms were on the
9 contract. The terms were in the invoice. She
10 signed that and then made her changes to it. And
11 it was an agreement with the product that was on
12 the contract. That she's already admitted that she
13 purchased the rental of those seats. Which in her
14 deposition she said she didn't do. Now in court
15 she said, yes, I did do that.

16 So it was clear at the time when we
17 were communicating by phone, she wanted that
18 product for that price under those terms. It was
19 clear.

20 Q. What happened to all the inventory that
21 you purportedly part of this --

22 MR. BRANNON: Object to relevance.

23 MR. HUTTO: Your Honor, it goes to
24 damages for one.

25 THE COURT: Yeah, I'll overrule that.

SCOTT SUPRINA - CROSS-EXAMINATION BY MR. HUTTO

1 Q. What happened to all the inventory that
2 you purportedly made for Yonder Field?

3 A. You mean, the inventory I made for
4 Yonder Field?

5 Q. I think that's what I just said, yeah.

6 A. Well, you said purportedly and I don't
7 know if that means I made it or I didn't, but I did
8 make it.

9 Q. Okay. What happened to that inventory?

10 A. That inventory was transferred in the
11 ownership to the company that brought me as their
12 property.

13 Q. It was sold; is that right?

14 A. Yeah. All the assets of the company
15 were sold.

16 Q. And was it sold or rented to anybody
17 else before it was purchased by another company?

18 A. Some of it would have been, some of it
19 was not.

20 Q. Ultimately, you sold everything that
21 Seating Solutions owned in South Carolina; right,
22 minus the building?

23 A. Yes, correct.

24 Q. Okay. Do you recall saying that it was
25 a deal that you couldn't pass up?

SCOTT SUPRINA - CROSS-EXAMINATION BY MR. HUTTO

1 A. You mean selling my business?

2 Q. Correct.

3 A. Yes, I do recall saying that. I'm
4 grateful.

5 Q. And do you recall what the price was --

6 MR. BRANNON: Object to relevance.

7 THE COURT: Overruled. Let him finish
8 the question. Let me hear the question.

9 Q. What did you sell -- what price did you
10 sell your company for, do you recall?

11 A. 28.5 million dollars.

12 Q. And included in that was all of the
13 inventory that you made allegedly made for Ms.
14 Darr; correct?

15 A. No, that I made for Ms. Darr. Yes.

16 Q. Okay. None of that inventory was ever
17 delivered to Orangeburg; is that fair --

18 MR. BRANNON: Objection. Asked and
19 answered.

20 MR. HUTTO: I haven't asked him that.

21 THE COURT: Overruled.

22 A. There was never a request made for
23 delivery to Orangeburg. There was never an event
24 that anybody asked me to deliver anything to
25 Orangeburg while we were in contract, while our

SCOTT SUPRINA - CROSS-EXAMINATION BY MR. HUTTO

1 | agreement was in force. And then she chose to take
2 | the agreement out of force by nonpayment. At that
3 | time I had no requirement to perform.

4 | Q. When you decided that -- or when --
5 | whoever decided -- let me rephrase the question. I
6 | showed you an e-mail earlier, a few e-mails from
7 | Marc Palker, maybe some other people, telling
8 | Yonder Field that no longer in consideration for
9 | production; is that right?

10 | A. That is correct. Yes.

11 | Q. Okay. And --

12 | A. Well, wait. I don't think that is
13 | correct, I'm sorry. You said no longer in
14 | consideration for production. I think we had
15 | already produced some items and then we said we're
16 | no longer working on your project if I remember the
17 | e-mail correctly.

18 | Q. And at some point after that, you
19 | stated that you wanted to file a lien against
20 | Yonder Field; do you recall that?

21 | A. I said that I would consider filing a
22 | lien, yeah.

23 | Q. Okay. I want to draw -- what's lien in
24 | business terms?

25 | A. Well, I believe Yonder Field has a

SCOTT SUPRINA - CROSS-EXAMINATION BY MR. HUTTO

1 couple of liens, so they would know. But it's when
2 you're not paid and your contract says you should
3 be paid and your client tells you they're not
4 paying you that recourse would be to go to court,
5 get a judgement and apply a lien. Meaning should
6 they ever get any assets or money, you could
7 collect your payment.

8 Q. And who is Marie?

9 A. Marie Honne (phonetic) is a attorney
10 friend of mine.

11 Q. Where does she work?

12 A. In New York.

13 Q. Okay. Do you recall sending an e-mail
14 saying -- to Dawn Carey telling her to send a note
15 to Marie, I want to lien Yonder Field now?

16 A. I don't recall it, no.

17 Q. This is Exhibit 48.

18 A. May 9th. Yeah.

19 Q. It would have been what, a mechanics
20 lien?

21 A. I don't know the terminology. I know I
22 can lien a job when I'm unpaid. I don't know what
23 kind of lien you call that. I'm not an attorney.

24 Q. You didn't get a lien; is that right?

25 A. I didn't even pursue a lien frankly. I

SCOTT SUPRINA - CROSS-EXAMINATION BY MR. HUTTO

1 spoke to Stacie on the phone and we went through a
2 conversation and I said, you know, normally on a
3 cancellation I have the right to pursue additional
4 payments. But I know you're in a bad way here, I'm
5 going to let that go. And then I honored my word
6 and let it go. I didn't go after her balance due.

7 Q. What was the balance due?

8 A. In that particular contract, the
9 balance of the contract, the paper contract, would
10 have been the entire amount of the job.

11 Q. Okay. So you countersued my clients --
12 or you countersued Yonder Field after this action
13 was brought; correct?

14 A. Yes, in reaction to being sued in a way
15 that I thought was frankly ludicrous. I defended
16 myself by countersuing. Thinking that it would
17 have the affect on the client of having some
18 concern for their own loss finding out that Yonder
19 Field's insolvent, so she has a potential to lose
20 nothing. So she can sue me and she has no risk of
21 losing should she be incorrect or telling untruths.

22 Q. You received \$160,100; correct?

23 A. That is correct.

24 Q. And it's your position that Yonder
25 Field owes you another approximately \$460,000; is

SCOTT SUPRINA - CROSS-EXAMINATION BY MR. HUTTO

1 that right?

2 A. That is not my position, no.

3 Q. Okay. Well, you just said that you
4 would be going after the entire value of what you
5 said the contract was. The entire contract in your
6 estimation would have been \$580,000 plus tax;
7 right?

8 A. And you quoted me correctly. I said
9 would have. And I decided not to do that and we
10 brought this action as a defense to your action.
11 It's ludicrous. I don't expect anybody to award me
12 balance money on this contract nor do I need her to
13 pay me that money. Okay. That was probably a
14 mistake on my part to even put up the suit because
15 there is no chance of recovery. Had I done that at
16 the time, that might have had some value, I would
17 suspect I wouldn't be sitting here. But I tried to
18 be kind and it brought me here.

19 Q. So they don't owe you anymore on this
20 contract?

21 A. There is no they to pay me, sir.

22 Q. All right. I think that's been
23 answered. We know who Cameron is and you've said a
24 little bit about him, but who is Marc Palker and
25 how did you find him?

SCOTT SUPRINA - CROSS-EXAMINATION BY MR. HUTTO

1 A. I was growing very rapidly as a company
2 and my then accountant who's actually the same
3 accountant I used for the duration and still use
4 now recommended him as an intern CFO.

5 Q. Did you fire him or why did he leave?

6 A. No, I definitely fired him.

7 Q. Why did you fire him?

8 A. Marc was not proactive enough for my
9 liking.

10 Q. Was he also rude?

11 A. I think everybody can be rude.

12 Q. Do you recall -- he had a poor bedside
13 manner; is that correct?

14 A. I would not generalize that Marc Palker
15 always had a poor bedside manner, no, I wouldn't
16 say that.

17 Q. Those are your words, aren't they?

18 A. Huh?

19 Q. Can I get you to refer to --

20 A. In dealing with Stacie I think Marc had
21 a poor bedside manner. I think they conflicted. I
22 think Marc's reaction as with most people is a
23 reaction to the person you're speaking with. It
24 tends to be if you're spoken to with respect, good
25 people speak back with respect. If you're spoken

SCOTT SUPRINA - CROSS-EXAMINATION BY MR. HUTTO

1 to disrespectfully, many people overreact and speak
2 back disrespectfully. I mean, Marc was guilty of
3 that. He had a poor bedside manner relative to
4 Stacie.

5 Q. Do you recall saying that you were the
6 person who would deal with clients because Marc had
7 no bedside manner?

8 A. I recall saying that. Clients that I
9 selected that he shouldn't deal with, yes.

10 Q. Okay. But Marc did ultimately deal
11 with Yonder Field at various points; correct?

12 A. I lost what you said, I'm sorry.

13 Q. Marc did ultimately deal with Yonder
14 Field at various points, didn't he?

15 A. In the later stages not so much, but,
16 yes, occasionally Marc dealt with Yonder Field.

17 Q. Okay. And you mentioned briefly Dalton
18 is your son; correct?

19 A. Yes, he is.

20 Q. What position did he have at Seating
21 Solutions?

22 A. He was really doing trucking and labor
23 and things like that, planning.

24 Q. What about, I believe, Christina
25 Suprina?

SCOTT SUPRINA - CROSS-EXAMINATION BY MR. HUTTO

1 A. Christy.

2 Q. Christy Suprina, I apologize. Who is
3 that?

4 A. That's my older sister.

5 Q. And what position did she have?

6 A. Chris was kind of the office catchall.

7 Q. Catchall?

8 A. She was there for, you know, to support
9 any effort that needed it at the time, put out
10 fires, that type of thing.

11 Q. Okay. And did -- is Dalton still in
12 the seating industry?

13 A. Dalton actually worked with the company
14 that bought me for three years and we just -- his
15 brother just acquired him back with his company.
16 So they work together now.

17 Q. All right.

18 MR. HUTTO: Beg the Court's indulgence,
19 maybe wrapping up here. Your Honor, at this time
20 nothing else. I'd like to recross if there's any
21 redirect.

22 THE COURT: Any redirect, sir?

23 MR. BRANNON: Briefly. Very briefly.

24 REDIRECT EXAMINATION

25 BY MR. BRANNON:

SCOTT SUPRINA - REDIRECT EXAMINATION BY MR. BRANNON

1 Q. This is Exhibit J, Number 10. Talks
2 about job number 1955. What is that line right
3 there?

4 A. It says the install completion date.

5 Q. And what is that?

6 A. 4/28.

7 Q. April 28, 2017; is that correct?

8 A. Correct. That is agreed to.

9 Q. Okay. Let me see that. Item A, that's
10 the letter from Mr. Darr, isn't it?

11 A. Yeah, the initial -- one of the initial
12 correspondence where he's requesting --

13 Q. When did they say they needed the
14 seats?

15 A. May 1st.

16 Q. So you needed to be there by April 28th
17 what you contracted to put in; is that correct?

18 A. It needed to be up and ready for use by
19 that date.

20 MR. HUTTO: Objection. Leading.

21 THE COURT: Sustained.

22 Q. On January 24, did Ms. Darr sign a
23 document saying -- committing to pay you \$580,000?

24 A. She did.

25 Q. For that \$580,000, did she or was she

SCOTT SUPRINA - REDIRECT EXAMINATION BY MR. BRANNON

1 | buying the opportunity to rent a series of floor
2 | seats?

3 | A. She was buying the use of the floor
4 | seats for a period of time. Not the opportunity.
5 | She was buying the use of the floor seats.

6 | Q. For a period of time?

7 | A. Correct.

8 | Q. Was she also buying approximately 1,000
9 | VIP seats on a raised platform? I'm sure I'm using
10 | the wrong words, but on a raised--

11 | A. Yes, that was part of the agreement.

12 | Q. And she was going to have the
13 | opportunity to rent those seats as she needed from
14 | May 1 through all August 30; is that correct?

15 | A. She was renting those seats for that
16 | time period.

17 | Q. Were you able -- could you have
18 | provided those seats if requested to by April 28th
19 | of 2017?

20 | A. Absolutely.

21 | Q. Did she make the first payment that she
22 | dictated?

23 | A. Yes.

24 | Q. Did she make the second payment that
25 | she dictated?

SCOTT SUPRINA - REDIRECT EXAMINATION BY MR. BRANNON

1 A. Yes.

2 Q. What happened with the third one?

3 A. She paid partially and then could not
4 come up with the balance of the money. Or did not,
5 I don't know that she could not.

6 Q. On his cross-examination, Mr. Hutto
7 asked you about e-mails from Mr. Barrios?

8 A. Yes.

9 Q. At any point, did Mr. Barrios say this
10 project cannot be built?

11 A. No. Mr. Barrios hasn't said that in 30
12 years.

13 Q. And in April, April, he was still
14 working on the design, wasn't he?

15 A. On the base plates, yeah. The
16 finalization of it; that's correct.

17 Q. That's right. So a month and a half
18 after she breached the contract, your structural
19 guy is still working, isn't he?

20 MR. HUTTO: Your Honor, same objection.

21 THE COURT: Sustained.

22 A. Yes.

23 Q. Did Mr. Barrios work for free?

24 A. No, sir, he did not.

25 MR. BRANNON: I don't have anything

1 further, Your Honor.

2 THE COURT: Anything on recross?

3 MR. HUTTO: No, Your Honor.

4 THE COURT: All right. You can step
5 down, sir.

6 MR. SUPRINA: Thank you.

7 THE COURT: Yes, sir. Anything else,
8 Counsel.

9 MR. BRANNON: Your Honor, defense would
10 call no additional witnesses in this matter. And I
11 would ask the Court for a brief recess.

12 THE COURT: Okay. All right. Now, are
13 you resting?

14 MR. BRANNON: I am resting, yes.

15 THE COURT: Okay. Are you going to
16 have anything in reply, Mr. Hutto?

17 MR. HUTTO: I don't think so. Let me
18 ask, but I don't believe so. If we do, it will be
19 very brief.

20 THE COURT: All right. Ladies and
21 gentlemen, we're going to take a break. Like
22 yesterday when the plaintiff rested, I have some
23 legal matters I have to take up. Again, I
24 apologize, I can't tell you if it's going to take
25 me 10 minutes or 30 minutes, but I promise you

1 we'll get through them as quickly as we can and get
2 you guys back out here.

3 So thank you for your patience. Again,
4 don't discuss the case just yet, but we're getting
5 closer. Thank you.

6 (WHEREUPON, the jury left the courtroom
7 at 11:08.)

8 MR. HUTTO: Your Honor, I would renew
9 my directed verdict motions on -- with respect to
10 our causes of action. Particularly, at this point,
11 with respect to unjust enrichment. I believe that
12 there's ample evidence for the Court to act as a
13 fact finder that unjust enrichment occurred on the
14 basis that there was no contract in place as a
15 preliminary matter. And that the defendant
16 benefitted from funds that they received that were
17 extensive and unearned. That would be the focus of
18 our first motion.

19 Your Honor, with respect to the other
20 causes of action, we would renew our motion for a
21 directed verdict on those causes of action on the
22 same grounds that they've been proven to such point
23 that it's not necessary to submit them to the jury.
24 But I do want to address specifically the
25 counterclaims of the defendant. And, Your Honor, I

1 | would like to at this point raise the defense that
2 | based on evidence that has come forth in the trial,
3 | waiver is an appropriate defense of several if not
4 | all of these causes of action. I believe through
5 | the end of Mr. Suprina's testimony, he stated that
6 | he did not have any damages and did not expect to
7 | collect anything from this action. Not only
8 | because his statement about why he would not
9 | collect anything was secondary to his first
10 | statement and I'd be happy to go back into the
11 | record with the court reporter --

12 | THE COURT: No, I wrote it down.

13 | MR. HUTTO: Okay. Well, in that case,
14 | I believe waiver is an appropriate defense to
15 | certainly breach of contract. But all of the
16 | causes of action brought by the Defense at this
17 | point there would be no damages for the jury to
18 | find. Which, Your Honor, I think makes sense with
19 | the facts that have been alleged even in the best
20 | case scenario -- even in the best case scenario by
21 | the Defense believe that their estimation of their
22 | damages was \$100,000. It received \$160,000 plus
23 | \$100. It's not possible that there could be
24 | additional damages sustained in excess of that
25 | amount especially considering the testimony that

1 just came from the stand.

2 Your Honor, I understand the Defense's
3 position with regard to Unfair Trade Practices Act,
4 it would be our position that this is something
5 that is capable of repetition and had an affect on
6 public or could have an affect on the public.
7 However, we'd point out that any argument that
8 Defense would make with respect to our cause of
9 action for Unfair Trade Practices, we would make in
10 response to their cause of action for Unfair Trade
11 Practices.

12 I believe that covers my basis, Your
13 Honor. I'd be happy to reiterate anything or
14 expound upon any of those, but at this time, I'll
15 leave that to the Court.

16 THE COURT: Okay. I'm going to keep
17 the unjust enrichment under advisement. My
18 decisions on yesterday's motions will be consistent
19 today. I do note that you have different arguments
20 on their counterclaims with regard to waiver. I
21 think that certainly in taking the facts in the
22 like most favorable to the defendant which I have
23 to do in this case, I'm going to deny your motion.
24 Certainly, if the jury were to believe there was a
25 contract there's some language in there that would

1 | arguably entitle him to the full balance even in
2 | spite of his testimony which I'm sure you will ably
3 | point out to the jury. So I will respectfully deny
4 | that one.

5 | As for the Unfair Trade Practices Act,
6 | I find that there is no -- the public interest
7 | requirement has not been met by the defendant and I
8 | will grant your motion for a directed verdict on
9 | the Unfair Trade Practices Act. Anything else?

10 | MR. HUTTO: I don't believe so, Your
11 | Honor.

12 | THE COURT: And my reasoning on that
13 | and it's probably going to be the same for you.

14 | MR. HUTTO: That's basically --

15 | THE COURT: That, you know, typically
16 | --

17 | MR. HUTTO: I understand that.

18 | THE COURT: I think all the published
19 | opinions it's normally some sort of dealer or some
20 | sort of sophisticated business dealing with an
21 | individual that, you know, the way this has sort of
22 | shook out in my mind, we've got two individuals
23 | dealing with one another although they are
24 | businesses. This was a more of a personal
25 | transaction as opposed to a transaction that

1 significantly affects the public interest. So
2 that's my reasoning, right or wrong, and that is
3 going to apply.

4 MR. HUTTO: It's what I would have
5 anticipated, Your Honor.

6 THE COURT: Okay.

7 MR. KENNEDY: Please the Court?

8 THE COURT: Yes, sir.

9 MR. KENNEDY: Your Honor, I guess we'll
10 go ahead and deal with Unfair Trade Practices first
11 since you just dealt with it.

12 THE COURT: Granted.

13 MR. KENNEDY: As it relates to the
14 other claims and if it pleases the Court, I need to
15 look at one thing on my phone. The elements for
16 unjust enrichment as the plaintiff conferred a
17 benefit to the defendant, the defendant knowingly
18 and voluntarily accepted the benefit and was unjust
19 for the defendant to retain that benefit without
20 paying its value.

21 Your Honor, here I don't think anybody
22 disputes that \$160,100 was transferred from Yonder
23 Field expressly to our client or clients at this
24 point. Client rather because it's changed since we
25 started this case several years ago.

1 But, Your Honor, the testimony that
2 came out about what was done with that money
3 including our client's testimony specifically about
4 steel products that were purchased for this
5 particular job which I think was around \$30,000.
6 And he testified at the same time that his total
7 expense out of the \$160,000 was around
8 approximately \$100,000.

9 So he wasn't withholding these funds to
10 her detriment, he was providing a benefit pursuant
11 to what we believe is a contract. I understand
12 that's in dispute and so that he wouldn't have been
13 unjustly enriched by trying to perform his duties
14 under the contract. He didn't just sit on the
15 money and do nothing with it or do nothing and
16 there's clearly e-mails in there about fabrication
17 and things from Mr. Barrios, the engineer, where --

18 THE COURT: Let me stop you there.
19 Wasn't there an Exhibit 52, a transaction detail
20 report?

21 MR. HUTTO: Yes, Your Honor, there is.
22 That's the correct number.

23 THE COURT: Okay. But that's something
24 I will be able to look at some point to figure out
25 and y'all don't dispute that that was the number

1 expended on the job; correct?

2 MR. KENNEDY: For that steel. I'm not
3 sure if that's 52.

4 MR. HUTTO: It's 54 that you're
5 referring to. 54 is the purchase order for steel.
6 It's actually two purchase orders that were
7 submitted. One it predates --

8 THE COURT: And maybe my notes weren't
9 good, 52, wasn't that detailing --

10 MR. HUTTO: 52 is a labor --

11 THE COURT: -- the labor and stuff like
12 that?

13 MR. HUTTO: Yes, Your Honor.

14 MR. KENNEDY: And so for -- on ours, a
15 purchase order from February for steel --

16 THE COURT: That was 54; right?

17 MR. KENNEDY: That's 10-J for us. In
18 that document, it's also some e-mails about
19 fabrication of ultimate three seat racks. And then
20 you have Mr. Barrios 3D drawing for the elevated
21 seating. Your Honor, we think -- and I'm just
22 trying to get this back in there, that he can't be
23 unjustly enriched if he's trying to perform his
24 duties anyway. So, you know, again, he's testified
25 that he's going to -- oh, and the taxes were paid

1 on the deposits that she made as well, Your Honor.

2 And so we don't think that he was
3 reckless or committed conscious indifference or
4 anything like that, but that's going back to
5 conversion.

6 And in conversion as I discussed
7 yesterday, Your Honor, the money was expressly
8 provided to him and his use because he did use the
9 money for her job. The plaintiff cannot recover
10 for conversion of the property.

11 Here, again, he is complying with what
12 he has to do to get this job done by April 28th
13 which is also in Exhibit J where he references the
14 timeline would be May 1st, he says he has to have
15 installation done by the 28th.

16 As it relates to the breach of good
17 faith and fair dealing action filed by Mr. Hutto, I
18 think it's either one way or the other. I think if
19 you are filing for a breach of contract action, you
20 have to establish that contract before you could
21 breach that duty. Here that has not been pled.
22 Their position has been this is unjust enrichment,
23 ours has been there's a contract and it's probably
24 there's a signed portion of it and some e-mails and
25 whatnot.

1 But, Your Honor, here I don't think you
2 can have your cake and eat it to frankly. I think
3 that that's something that has to be pled. And as
4 it relates to the waiver argument of Mr. Hutto that
5 was not pled in reply. And although my client as
6 you pointed out, Your Honor, and I know you've
7 already denied it, but as you pointed out, pleading
8 for breach of contract, we have to prove that
9 there's a contract. I understand that that is in
10 the charges, Your Honor, and we think that ours and
11 I know you denied it as to our allegation, but we
12 think we should have directed verdict against that
13 because that's not what they -- their position the
14 whole time has been there's no contract.

15 One thing I do want to say that will
16 save us some time on that jury charge list is that
17 I think we also pled for negligent
18 misrepresentation, we're withdrawing that claim.
19 So I meant to say that to Mr. Hutto before I stood
20 up here, before he argued --

21 THE COURT: And I had a note to go back
22 to that because I did have some questions because I
23 made a note where your client has effectively said
24 there was a misrepresentation at least to induce --

25 MR. KENNEDY: Right. And our position

1 is the breach of contract. So we're withdrawing
2 that claim, so that can come out. Obviously, the
3 Unfair Trade Practices, you've ruled both ways on
4 that. We would ask for a directed verdict as it
5 relates to the breach of covenant good faith and
6 fair dealing as well as unjust enrichment and
7 conversion. Thank you, Your Honor.

8 THE COURT: All right. I am going
9 continue -- I am going to deny your motion on the
10 unjust enrichment and continue to keep that under
11 advisement. I'm going to deny your motion on
12 conversion. I believe there is at least some
13 evidence in the record where a jury could find in
14 favor of the plaintiff.

15 On the good faith and fair dealing, I
16 think, unless there's something -- do you need to
17 be heard on that, Mr. Hutto? I'm sorry.

18 MR. HUTTO: Your Honor, it is -- I
19 understand the position. Certainly that our
20 arguments have been that there is no contract.
21 Obviously, their arguments have been that there is
22 a contract. However, the cause of action as I
23 stated this off the record prior and Mr. Brannon
24 stated we should say it on the record, and so I
25 will state it on the record now. Causes of action

1 do not have to be consistent. And, Your Honor, had
2 we not pled breach of good faith and fair dealing
3 in our -- in our complaint, then we would have been
4 pleading it in response to their counterclaim for
5 breach of contract.

6 So it is effectively outlined in the
7 complaint as anticipation that they will claim that
8 there is a contract. Ergo, even if there is a
9 contract which we anticipated they would claim and
10 they did claim then we believe that there was a
11 breach of good faith and fair dealing.

12 So, Your Honor, I believe that's
13 something the jury can consider. I don't think
14 it's inconsistent with the pleadings taken as a
15 whole, but I leave that --

16 THE COURT: Well, I agree. I think
17 it's something they can consider and I think it's
18 something you can argue because it is being
19 charged. But I don't think you are entitled to --
20 because I can't without telling the jury that
21 there's a contract -- or to find a contract in your
22 favor for them to, you know, do you see what I'm
23 saying?

24 MR. HUTTO: I understand that. And let
25 me clarify. My point to the jury would be, even if

1 | you thought there was a contract even if you think
2 | that there is you can still find for the plaintiff
3 | under the guise that it was done --

4 | THE COURT: And I agree. I think you
5 | can argue that, but I don't think you're entitled
6 | to a separate portion on the verdict form to award
7 | you money under a contract theory because you're
8 | saying there's not one.

9 | MR. HUTTO: Well, let me --

10 | THE COURT: Like I said, I think you
11 | could essentially argue it as if there is a
12 | contract we weren't treated fairly, but I don't
13 | think you're entitled to a verdict on a contract
14 | issue because -- I think it's too confusing and I
15 | think it's inconsistent.

16 | MR. HUTTO: I understand that it will
17 | be inconsistent, I don't think that it's required
18 | to be inconsistent. But let me propose this and if
19 | it's denied, I just want to put my objection on the
20 | record.

21 | Depending on obviously the verdict form
22 | is going to be slimmed down a little bit based on
23 | the conversations that we've just had which sounds
24 | good to me. But it could be that the verdict form
25 | just says plaintiff's claims and defendant's claims

1 that would reduce any confusion. Because at this
2 point their claim is breach of contract and our
3 claim would be -- their main claim would be breach
4 of contract, our main claim would be conversion;
5 however, if that cause of action is still in there,
6 it's not necessarily confusing to a jury to simply
7 find for plaintiff or for defendant based on the
8 totality of the causes of action.

9 THE COURT: Okay.

10 MR. KENNEDY: But I don't know that
11 they can find under that particular action or that
12 cause of action that they can find for the
13 defendant such that -- or the plaintiff such that
14 they can recover anything. Because, again, you
15 have two separate things here. I mean, if it was a
16 counter -- if it was in a reply and affirmative --
17 some kind of affirmative demands in the event there
18 is a contract and we seek this relief. I just
19 think if you -- again, their position has always
20 been there's never been a contract. Ours is that
21 there has been. You can't plead breach of contract
22 with unjust enrichment, there's case law out there
23 about that.

24 So I don't know how they can recover
25 under that situation. I don't envision a way that

1 | there's any way that the plaintiff can get a
2 | recovery and, therefore, I don't think that that
3 | should be on the jury charge sheet. We're the only
4 | ones that have pled. Either they find for us or
5 | they don't.

6 | THE COURT: And I would tend to agree
7 | with that to avoid any confusion because you are
8 | arguably entitled -- or the plaintiff is arguably
9 | entitled to a charge on punitive damages as well.
10 | And if we just said straight out --

11 | MR. BRANNON: Under -- forgive me --

12 | MR. HUTTO: Conversion.

13 | THE COURT: Conversion, I'm sorry. And
14 | if I just -- if we just said for the plaintiff and
15 | somehow the jury were to rule or to give you a
16 | verdict for contract, then you wouldn't be entitled
17 | to punitive damages.

18 | MR. HUTTO: True. Yes, that is true
19 | about the verdict form.

20 | THE COURT: We almost have to do a
21 | separate one and I don't like long verdict forms
22 | anyway because they get confusing. And I don't
23 | want to confuse the issues any further. I mean, I
24 | think y'all have both done a great job of narrowing
25 | down what your positions are and what the actual

1 | issues are and I don't want to send something back
2 | there and completely confuse them.

3 | MR. HUTTO: I don't like long verdict
4 | forms either. But if that's the issue that goes
5 | back to my suggestion of simply we find for
6 | defendant or we find for plaintiff and if whoever
7 | we find for, we find this amount and then you can
8 | leave this question in here, did the plaintiff
9 | prove by clear and convincing evidence that there
10 | was willful, wanton conversion of funds and then
11 | punitive damages. And everything else could be
12 | simplified to find for plaintiff or find for
13 | defendant.

14 | MR. KENNEDY: But I don't want them to
15 | find for defendant or find for plaintiff here and
16 | then they do all that other stuff and then issue an
17 | award and then we're going to ask the Court to for
18 | a judgement notwithstanding the verdict because
19 | they can't recover under that theory of law. I
20 | just want to make sure it's not confusing. Maybe
21 | we just need to see the document. You know, that's
22 | kind of --

23 | THE COURT: I mean, all I was planning
24 | on doing was taking out the negligent
25 | misrepresentation and letting it go like that.

1 MR. KENNEDY: And Unfair Trade
2 Practices?

3 THE COURT: Well, I got to take that
4 out of the charge, but it's not in the verdict
5 form.

6 MR. KENNEDY: And then I have some
7 comments about that charge I brought up yesterday.

8 THE COURT: I think we just leave it
9 like it is and remove the negligent
10 misrepresentation and go from there.

11 MR. HUTTO: Can I consult with my elder
12 counsel real quickly --

13 THE COURT: Sure.

14 MR. HUTTO: -- before I finalize.

15 MR. BRANNON: Ultimately, what's the
16 Court's ruling though on that situation where --

17 THE COURT: We'll let them get back
18 before we get back on the record.

19 MR. BRANNON: Okay.

20 MR. HUTTO: If this is no breach of
21 good faith and fair dealing on the verdict form, is
22 it charged?

23 THE COURT: It is charged, yes.

24 MR. HUTTO: As a defense?

25 THE COURT: Well, it's not as a

1 defense, it's just as that there is a --

2 MR. HUTTO: As on obligation.

3 THE COURT: There's an implied -- I
4 have it charged just like it is in Anderson's book.
5 That it's implied in every contract.

6 MR. BRANNON: In regard to a contract?

7 THE COURT: Yes.

8 MR. BRANNON: Correct.

9 MR. HUTTO: Your Honor, if that's the
10 case, we're comfortable with the verdict form
11 stating, you know, just the -- up through 7, I
12 guess you'd say taking out 8 through 11.

13 THE COURT: Yeah. And I got to modify
14 where they go if -- then that --

15 MR. BRANNON: So we're going to have
16 plaintiff's conversion claim, defendant's breach of
17 contract claim and that's it?

18 MR. BRANNON: That's it.

19 THE COURT: That's it.

20 MR. BRANNON: I'm perfectly good with
21 that.

22 THE COURT: And I will have the unjust
23 enrichment stuff under advisement.

24 MR. HUTTO: Okay.

25 MR. KENNEDY: Okay. So we're not going

1 to have the breach at all in there? I'm confused.

2 THE COURT: Yeah.

3 MR. KENNEDY: Mr. Brannon has it, I
4 haven't looked at it.

5 THE COURT: We'll have your breach of
6 contract -- or the defendant's breach of contract
7 counterclaim, the plaintiff's conversion claim and
8 then the unjust enrichment still survives as an
9 equitable claim which I have under advisement.

10 They either say the plaintiff is
11 entitled to her money back or he's entitled to his
12 money under the contract that she breached. I
13 think that makes it an easier thumbs up, thumbs
14 down for the jury as opposed to confusing it if
15 y'all are comfortable with it.

16 MR. HUTTO: Yes.

17 MR. KENNEDY: I do have some comments
18 on page 19 of the requested charge.

19 THE COURT: All right. Now that -- the
20 charge has moved around a little bit since we took
21 the other stuff out. We have the old version here,
22 what you got?

23 MR. KENNEDY: It's plaintiff's failure
24 to perform and I believe that should change to the
25 defendant's failure to perform.

1 THE COURT: It has been charged.

2 MR. KENNEDY: Okay. And as long as
3 it's changed throughout then that's fine.

4 THE COURT: Yeah. Throughout that
5 section it's changed.

6 MR. KENNEDY: Okay. That's all I have,
7 I believe.

8 THE COURT: Okay.

9 MR. HUTTO: So, Your Honor, what would
10 be removed from the jury charge would be --

11 THE COURT: Unfair Trade Practices,
12 negligent misrepresentation. And the defendant and
13 plaintiff under the failure to perform section has
14 been flip-flopped from the version you have.

15 MR. HUTTO: Okay. Understood.

16 THE COURT: All right. How do y'all
17 want to do this --

18 MR. BRANNON: Can we talk logistics
19 because --

20 THE COURT: Yeah.

21 MR. BRANNON: I mean, the close is
22 probably going to take an hour to an hour and a
23 half, I'm talking about both of us.

24 THE COURT: I would guess.

25 MR. BRANNON: That puts us at --

1 THE COURT: I mean, we can take an
2 early lunch, that gives y'all time to get your
3 thoughts together for your closing if that's what
4 you want to do.

5 MR. BRANNON: That would be my
6 preference.

7 THE COURT: Okay.

8 MR. HUTTO: I don't object to that.
9 What time are you talking about starting back at
10 like 12:30 or 12:45 or something?

11 THE COURT: Well, 12:30 wouldn't be
12 very long for lunch. How much do y'all need?

13 MR. HUTTO: I don't necessarily --

14 MR. BRANNON: 1 o'clock, Your Honor.

15 THE COURT: Okay.

16 MR. HUTTO: That will be fine with us,
17 Your Honor.

18 THE COURT: Okay. All right. Ms.
19 Delaine, let the jury know we're going to go ahead
20 and take an early lunch and we're going to try to
21 get started back at 1 o'clock.

22 MS. JAMISON: Yes, Your Honor.

23 THE COURT: All right.

24 (Lunch break.)

25 THE COURT: Bring them in.

1 (WHEREUPON, the jury entered the
2 courtroom at 1:08 p.m.)

3 THE COURT: Good afternoon, ladies and
4 gentlemen. I hope you had a good lunch. It is
5 almost your turn to get to work. What we're going
6 to do now, the parties have presented all the
7 evidence in the case and it's time for the
8 attorneys to make their closing arguments. Much
9 like our -- precisely like the opening arguments or
10 statements that I told you about, these arguments
11 are not evidence in the case. Their statements and
12 arguments are meant to help you understand their
13 prospective and how the law that I'm going to tell
14 you about later will apply to the evidence that
15 you've heard.

16 You should disregard any remark,
17 statement or argument which is not supported by the
18 evidence presented during the trial or about the
19 law that I will explain to you following the
20 arguments. Mr. Hutto?

21 MR. HUTTO: May it please the Court,
22 Your Honor.

23 THE COURT: Yes, sir.

24 CLOSING ARGUMENT

25 BY MR. HUTTO:

1 MR. HUTTO: Ladies and gentlemen of the
2 jury, thank you for being here. I thought we would
3 be having this conversation yesterday afternoon as
4 opposed to this afternoon. This took a whole extra
5 day from what I thought, but I appreciate each and
6 every one of your attention to detail throughout
7 this matter. We've watched you and we can tell
8 that you've paid attention to the witnesses, did
9 your best to see the tiny print in some of these
10 pieces of evidence and to follow along with what we
11 were telling you. So, again, I sincerely
12 appreciate it.

13 One of the difficult things about
14 understanding this case is the immense number of
15 records. I'm sure you've all felt that way, I know
16 you haven't been able to discuss it yet, but
17 there's a lot here. We have numerous -- I won't
18 touch it, but numerous e-mails submitted, other
19 forms of communication submitted through the
20 Defense. Obviously, voluminous records here as
21 well. Letters, e-mails, everything.

22 What I want to do -- excuse me, a few
23 things I want to do. I want to tell you about a
24 timeline. I want to put some of this in
25 prospective with dates and conversations in a way

1 that might make it easier to digest. I want to
2 tell you about what the Judge is going to tell you.
3 Because after I speak and after opposing counsel
4 speaks, the Judge is going to tell you what the law
5 is. He's going to go through what's called a
6 charge to you and I'm going to show you some of the
7 things that the Judge will charge.

8 When the Judge is speaking, there's a
9 lot to go over, there's a lot of law here. I want
10 to highlight some of the most important pieces for
11 you all to keep in mind. And finally, I want to
12 show you one piece of evidence that is in the
13 record, we spoke about it, but it speaks volumes, I
14 believe, and I want to go over that with you in the
15 end. And, finally, I want to show you the verdict
16 form which the Judge will give you and we'll go
17 over that.

18 But before any of that, perhaps I
19 should have showed you this in the beginning. This
20 is in evidence as part of Exhibit 22. This was a
21 drawing that Stacie showed to Scott early in their
22 negotiations prior to Seating Solutions being
23 involved, prior to anything else and them talking
24 about what this venue was to be. This was the
25 concept. This shows here as you can see part of

1 the concept how the stage and stands would look.
2 So I want you to understand, this is what Yonder
3 Field, part of Yonder Field was trying to bring
4 here.

5 A nice stage, a large green field,
6 movable pieces here where people could sit and be
7 elevated and then we spoke -- you can see in some
8 other drawings that this space might have had
9 seating in it. You can see that in the e-mails.
10 This is prior to any deliberation with Seating
11 Solutions, prior to any conversations about cabins
12 or building cabins under anything. This was part
13 of the vision. This is what we wanted to be here.
14 And I'm sorry I didn't show it to you before, but I
15 want you to understand that this was a well thought
16 out project.

17 Now let's look at the timeline. It's a
18 lot of text here and there's a lot of these
19 timelines because it doesn't stop on January 25th.
20 But let's go through some of the important dates
21 and I'll try not to belabor this point. If you
22 have a question about any of the dates that are in
23 here, you can pick up this stack of evidence and
24 find it. Might be tedious and I hope you won't
25 need to, but if there's something up there, you can

1 find the corresponding document and I've marked it
2 in some locations where it might be confusing.
3 But, for example, Exhibit 1, this is the first
4 letter to Yonder Field from Seating Solutions,
5 that's January 10th and you will see it on here.
6 So when you are in the jury room, if you have a
7 question about this, go to the material, it's not
8 just me saying it.

9 All right. Now you've seen this e-mail
10 in mid-December, initial contact. Robert contacts
11 Cameron and says, hey, we have this need of about
12 this number of seats. We might want to buy them
13 from you, we might want to rent them from you, we
14 might want to rent them on a weekend basis, on a
15 monthly basis, for a four month period of time, is
16 that something that's possible and they began to
17 talk. After some conversation, Seating Solutions
18 through two people, says they're going to visit
19 Orangeburg. They have a very cordial meeting out
20 in Bowman at the property that at that point is a
21 peanut farm.

22 Now, at the beginning of January is
23 when you see these e-mail conversations. There's
24 several of them. There's e-mail conversation that
25 includes the picture that I just showed you. There

1 is Scott trying to speak with the cabin company, it
2 goes on. The first sort of formal statement
3 between the parties is the letter I just showed you
4 on January 10th and then there's this revised
5 letter sent two days later. That's the letter
6 you've seen that says, well, what about a 1.2
7 million dollar deal to rent all of this stuff. To
8 which our clients say, no, and then there's this
9 discussion about the possibility of Seating
10 Solutions storing their product that is in a
11 warehouse at this point on the property here in
12 Orangeburg and that way rather than moving it from
13 their warehouse around the state to various places
14 they can move it from Orangeburg to various places
15 throughout the state. It's still on the
16 interstate, it's something they conceptualized.

17 Now, Stacie and Scott exchange text
18 messages and I think Stacie said she actually only
19 texted him at one point, you can see it's an
20 accidental text, but she says, these prices are way
21 too high. This is not even possible for me to
22 begin to work with. So they go on and they have
23 more conversations by phone, by text, by e-mail,
24 it's not up here, but there's another e-mail on the
25 17th and the 18th that I think you heard

1 Mr. Suprina read. And then on the 20th and this is
2 where I think opposing counsel is really going to
3 focus your attention. Stacie says, this has got to
4 be close to my hard budget. If I look at
5 everything there's no way that no matter what we
6 agree on, there's no way I can pay more than X
7 amount. And I can't pay more than this at X times
8 and it shows the potential times that she thinks
9 she can pay based on her investor's schedule.

10 Now, on January 23rd, not only is there
11 an e-mail that I think you've seen from Marc Palker
12 and I'll show it here in a second, but there's a
13 phone call about if this is going to be the deal,
14 this is not enough, we need a personal guarantee.
15 We don't know you, we can't work with you if you
16 don't do that. Stacie rejects that verbally and in
17 writing. And on the 25th or around that time there
18 is an entire contract sent by Seating Solutions.
19 That is Exhibit 8.

20 Now, I am going to show you a portion
21 of it, but if you want to review the whole thing,
22 this is a detailed contract. It was never signed.
23 But that was sent and let me show you some of these
24 things before we go on. Because this is a pivotal
25 point that you understanding how these negotiations